



Monday, November 18, 2024
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 4, 2024 City Council Meeting

IV. Unfinished Business

V. New Business

1. Treasurer's Financial Report
2. Public Hearing in the Matter of the 2025 Budget
3. An Ordinance Adopting the Fiscal Year 2025 Budget and Appropriating Monies for the Purpose of Defraying the Expenses of Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025
4. Resolution Accepting the Bid of Municipal Emergency Services (MES) for the Purchase of Five (5) Scott Air-Pak X3 Pro Self-Contained Breathing Apparatus (SCBA) and Seven (7) Scott SCBA Cylinders
5. Resolution Authorizing a Behind the Meter Solar Project for the Decatur Public Library Building
6. Resolution Authorizing a Behind the Meter Solar Project for the William Street Pump Station
7. Resolution Authorizing Execution of a Professional Services Agreement for the City of Decatur Safe Streets and Roads for All Comprehensive Safety Action Plan
8. Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Paul Tree Farms LLC for Tree Installation Contract

9. City Manager Update
10. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Resolution Authorizing a Third Amendment to Intergovernmental Cooperation Agreement with Decatur Metropolitan Exposition, Auditorium and Office Building Authority Regarding Solar Canopy Projects
 - B. Resolution Authorizing Consent to Assignment Agreement for the Solar Project at the Decatur Civic Center
 - C. Ordinance Annexing Territory 3120 Kathy Court
 - D. Ordinance Annexing Territory 3105 Turpin Road
 - E. Resolution Authorizing an Agreement with Tele-Scan, Inc. for the Annual Sewer Inspection Program, City Project 2025-19
 - F. Resolution Authorizing a Three-Year Professional Services Agreement with Pace Analytical Services for Water Treatment Laboratory Services
 - G. Resolution Authorizing a Contract with USIC Locating Services, LLC for Facility Locating and Marking Services
 - H. Resolution Authorizing Agreement with U. S. Department of Housing and Urban Development (HUD) HOME Investment Partnership Funds (HOME) FY2024
 - I. Ordinance Amending Planned Development District and Rezoning Property from R-2 Single Family Residence District to PD Planned Development Located at 3350 and 3236 North MacArthur Road
 - J. Resolution Authorizing Action Regarding Unsafe Structures
 - K. Receiving and Filing of Minutes of Boards and Commissions
 - L. Resolution Approving Appointment - Zoning Board of Appeals
 - M. Resolution Approving Reappointments - Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board)
 - N. Resolution Authorizing Payment of the 2025 Central Illinois Regional Dispatch Center Invoice -- User Fees for the Decatur Police Department and Decatur Fire Department

VI. Other Business

VII. Adjournment

Monthly Reports, October, 2024

ATTACHMENTS:

Description	Type
Minutes of November 4, 2024 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, November 4, 2024

On Monday, November 4, 2024, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Tim Gleason attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Amanda Crystal, Christine Price, Troy Zientara, Shawn Crystal, Debbie Dice and Ayn Owens.

Council members responded to citizens' comments.

The minutes of October 14, 2024, City Council Study Session were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Lisa Gregory, Pat McDaniel, David Horn, Chuck Kuhle, Ed Culp, and Mayor Moore Wolfe voted aye. Councilman Dennis Cooper abstained from the vote. Mayor Moore Wolfe declared the motion carried.

The minutes of October 21, 2024, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Lisa Gregory, Pat McDaniel, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

Motion to Take from the Table the Ordinance Creating City Code Chapter 51.6 - Municipal Gas Use Tax, was presented. Councilwoman Gregory moved to take the Ordinance from the table, seconded by Councilman Kuhle.

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

2024-161 Ordinance Creating City Code Chapter 51.6 - Municipal Gas Use Tax, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Gleason gave an overview of the Ordinance.

Council members held a discussion regarding the municipal gas use tax and thanked staff for gathering additional input from the companies affected by the tax.

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

Ordinance Creating City Code Chapter 51.6 - Municipal Gas Use Tax Bifurcated Rate was pulled from the Council agenda with the concurrence of Council members David Horn, Ed Culp, Pat McDaniel and Dennis Cooper.

Mayor Moore Wolfe called for New Business.

R2024-341 Resolution Estimating Necessary to be Raised by the 2024 Tax Levy, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Gleason gave an overview of the Resolution.

Council members held a discussion on the 2024 property tax levy. The consensus of Council members was in favor of a 7% tax levy increase instead of the proposed 9% tax levy increase in Exhibit A.

Councilwoman Gregory moved to amend the motion by substituting Exhibit A with a 7% tax levy increase, seconded by Councilman Kuhle.

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

R2024-342 Resolution Authorizing Agreement and Amendment with BlueCross BlueShield of Illinois for Administration of the City Group Health Benefit Plan for Calendar Year 2025, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Gleason gave an overview of the Resolution.

Ms. Ruby James, Director of Finance, spoke about higher claims resulting in an increase.

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

R2024-343 Resolution Authorizing an Amendment to the Redevelopment Agreement between the City of Decatur and Tillamook Illinois, LLC, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Gleason gave an overview of the Resolution.

Mr. Jon Kindseth, Deputy City Manager, spoke about Tillamook's additional investment in the community and answered questions from Council members about capping permit fees.

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

R2024-344 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Company, Inc. for the Vulcan Watermine Pipeline, City Project 2022-22, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Gleason gave an overview of the Resolution.

Mr. Matt Newell, Public Works Director, spoke about efforts to increase water capacity and answered questions from Council members.

Council members expressed their views regarding the pipeline.

City Manager Gleason answered questions from Council members about funding.

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

City Manager Gleason provided the City Manager Update and spoke about staffing. Travis Deibert is a new employee in Public Works; Alex Deerwester, Conner Davis, Kearon Cole, Brett Jackson, Justin Forrester, Hayden Faulkner and Cole Heuring are new firefighters; Craig Stevens and Matthew Jones were promoted to Fire Inspector; Jeff Snyder and Thomas Scheu were promoted to Fire Captain; Christopher Bright and Emile Joyner were promoted to Fire Lieutenant; Julia Chapman was promoted to Water Services Project Coordinator and Dereon Bond was promoted to Equipment Operator.

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

- Item A. 2024-162 Ordinance Annexing Territory 2223 Thunderbird Drive
- Item B. 2024-163 Ordinance Annexing Territory 2961 Lakeland Road
- Item C. 2024-164 Ordinance Annexing Territory 2417 Wilcox Lane

Item E. R2024-346 Resolution to Appropriate Motor Fuel Tax Funds for the Replacement of the Jasper Street Underpass Lighting by Municipality under the Illinois Highway Code, City Project 2024-19, Section 24-00419-00-LT

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

R2024-345 Resolution Authorizing the Execution of an Agreement with the Norfolk Southern Railway Company for the Replacement of the Jasper Street Underpass Lighting as Part of City Project 2024-19, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Matt Newell, Public Works Director, answered questions from Council members about the scope of the project.

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

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

Councilman Horn spoke about the Vulcan watermine pipeline and funding sources for projects.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 7:07 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description

Type

Cover Memo

Cover Memo

Backup Data

Backup Material



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report October 2024

The Year in Play

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

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

City Financial Position

The City of Decatur ended the month with a total cash position of \$116.0 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$114.4 million at the end of last month.

The City General Fund ended the month with a cash position of \$22.8 million versus last month's cash position of \$22.0 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 95 days. The council approved cash reserve policy is a 90-day cash reserve, which is calculated for the FY2024 budget at \$21.5 million.

City cash reserves are contained in Special Revenue funds (\$12.5 million), TIF Redevelopment funds (\$4.0 million), Capital funds (\$4.5 million), Debt Service fund (\$2.3 million), Internal Service funds (\$8.4 million) and Enterprise funds (\$61.2 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-24	Sep-24	Oct-24	Comment
Special Revenue	12.1	11.3	12.5	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	3.4	3.8	4	Debt service and redevelopment agreement obligations
Capital	6.4	5.8	4.5	Capital funding available
Debt	2	2.1	2.3	Debt service obligations
Internal Service	8.1	8.3	8.4	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	59.8	60.7	61.2	Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber
Non-General Fund	91.8	92.0	92.9	
General Fund	21.7	22	22.8	Basic services to citizens and stakeholders
Total City Cash	113.7	114.4	116	

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

General Fund Position

Cash

The City General Fund ended the month with a cash position of \$22.8 million. The general fund 90 day reserve was calculated to be \$21.5 million for the FY2024 budget based on the policy of excluding capital expenses. About a quarter million dollars represents one day of reserve.

General Fund Result

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

Chart notes

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

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

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

\$(000)	Year to Date(1)	Budget Target(2)	% vs Target(3)
Revenue	74,934	76,912	-3%
Expense	76,324	77,629	-2%
Surplus	(1,390)	(717)	

Revenue Comments

- The revenue estimates are based upon the FY2023 actual collections. For example, if 10% of a revenue was received in FY2023 in a given month, the FY2024 budgeted amounts, with certain exceptions, are budgeted to come 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.
- The trend in FY2024 revenue towards a flat or very low increase in tax revenue continued. We are getting increased revenues compared to last fiscal year, but not at the rate budgeted for this fiscal year.
 - The State Income Tax is the only major revenue coming in over budget, with Local Sales Tax revenue coming in on budget. Other major revenues are down just slightly, leading us to be 3% under our revenue budget for this month.
- Another installment of property tax revenue arrived, totaling \$3.27 million for the General Fund for use in pensions.
 - The October property tax distribution was about \$250,000 less than anticipated, but this is a timing issue based on the 6 anticipated distributions October's revenue appear worse than September's. The levy amount remains the same and will be achieved, less some unpaid bills.
- The anticipated revenue shortfall for FY24 will be approximately \$2 million dollars for the fiscal year. This is approximately 2.2% of the total revenue budget of \$90.5 million.
 - There is \$400,000 of budgeted revenues that were proposed by the former City Manager but never passed by City Council; Streaming Tax, Storage Unit Fee, and Business License Fee.
 - There was a mid-year state reduction in the Replacement Tax. The new state Fiscal Year started in July, which gave an unanticipated further 20% decrease in distributions, of which we were notified about in May of 2024, after the budget cycle, which ended in December of 2023. We anticipate getting \$1.7 million of a budgeted \$2.5 million in Replacement Tax.
 - There is approximately \$225,000 in federal grants we did not receive; however, these are mostly pass through dollars and corresponding expenses will not be spent.
 - The other large revenues coming in under budget that make up that shortfall are Food & Beverage taxes at \$230,000, the Utility Tax at \$300,000, Video Gambling at \$150,000 and various grant reimbursements such as CDBG/HOME/DUATS at approximately \$300,000.

General Fund Revenue

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

GENERAL GOV TAXES	Actual YTD	Revised Budget YTD	vs Adopted Budget	% vs Budget
PROPERTY TAX	11,463,346	11,712,396	(249,050)	
MOBILE HOME PRIVELEGE TAX	-	-		
STATE SALES TAX	11,909,517	11,991,085	(81,568)	-1%
TELEPHONE UTILITY TAX	916,798	1,000,051	(83,253)	-9%
FOOD & BEVERAGE TAX	3,587,027	3,817,135	(230,108)	-6%
HOTEL AND MOTEL TAX	1,040,852	1,099,997	(59,145)	-6%
LOCAL SALES TAX	11,323,939	11,323,953	(14)	0%
AVIATION FUEL TAX	25,680	6,667	19,013	74%
LOCAL USE TAX	2,215,007	2,525,749	(310,742)	-14%
AUTO RENTAL TAX	46,926	55,833	(8,907)	-19%
UTILITY TAX - ELECTRIC & GAS	3,924,929	4,276,965	(352,036)	-9%
VIDEO GAMING TAX	1,981,954	2,134,058	(152,103)	-8%
STREAMING TAX	-	-		
CABLE TV TAX	630,045	795,179	(165,133)	-26%
Sub Total	49,066,020	50,739,067	(1,673,047)	-3%
GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	28,907	49,500	(20,594)	-71%
STATE REPLACEMENT TAX	1,770,808	2,409,997	(639,189)	-36%
STATE INCOME TAX	10,567,247	10,151,374	415,873	4%
FEDERAL GRANTS	370,969	600,000	(229,031)	-62%
STATE GRANTS OR OTHER	155,758	140,833	14,925	
POLICE OT REIMBURSEMENTS	42,084	72,500	(30,416)	-72%
CANNABIS TAX	95,077	85,000	10,077	11%
OPIOID TREATMENT FUNDING	-	-	-	
Sub Total	13,030,849	13,509,204	(478,356)	-4%
GENERAL GOVERNMENT (SERVICE)				
Sub Total	6,653,791	7,376,172	(722,381)	-11%
GENERAL GOV LICENSES/PERMITS				
Sub Total	1,892,288	1,226,385	665,903	35%
GENERAL GOV OTHER				
Sub Total	4,291,415	4,061,242	230,173	5%
General Fund Total (year-to-date)	74,934,364	76,912,071	(1,977,707)	-3%

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

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

	2024 Budget	2024 YTD	YTD % of budget	2023 YTD	% Change year vs year
State Sales Tax (Gen Fund)	14,498,000	11,909,517	82.1%	11,367,535	4.8%
Local Sales Tax (Gen Fund)	13,772,000	11,323,939	82.2%	10,903,700	3.9%
State Income Tax	11,675,000	10,567,247	90.5%	9,793,776	7.9%
Utility Tax (Gas/Electric)	5,002,000	3,924,929	78.5%	3,723,104	5.4%
Food & Beverage Tax (Gen Fund)	4,571,000	3,587,027	78.5%	3,440,780	4.3%
Local Use Tax	3,011,000	2,215,007	73.6%	2,351,683	-5.8%
Video Gaming Tax	2,536,000	1,981,954	78.2%	2,003,839	-1.1%
State/Local Replacement Tax (Gen Fund)	2,599,000	1,799,714	69.2%	3,073,353	-41.4%
Hotel & Motel Tax	1,324,000	1,040,852	78.6%	1,078,731	-3.5%
Cable TV Tax	1,031,000	630,045	61.1%	727,451	-13.4%

General Fund Expense Comments

On a year-to-date basis, general fund spending is \$76.3 million of a \$90.6 million revised budget.

- Police and Fire combined are about \$800,000 or 1.6% under their expense budget, which is the majority of the underspending. This is primarily due to vacancy savings in the Police Department.
- Overall, we should come in under the expense budget by approximately \$1.5 million dollars, between personnel and operating expenditures.

Year-to-date position of expense vs. budget

Expense numbers may not add due to rounding

	Actual	Yearly Revised Budget	% of Budget
General Government	15,045,342	16,945,863	89%
Developmental Services	3,772,574	4,509,978	84%
Public Safety	49,198,843	58,030,246	85%
Public Works	8,719,746	11,125,913	78%
General Fund Expense	76,324,401	90,612,000	84%

General Fund End of FY Projection

Based upon revenues projected to come in approximately \$2 million below budget, and expenditures estimated at \$1.5 million under budget, the City is estimated to end FY24 with a deficit of approximately \$500,000. The anticipated end-of-year cash reserve of 93 days will be utilized to cover the difference, with three days of cash reserve equaling \$750,000 to balance the FY24 budget. This will end FY24 with the cash reserve at approximately 90-91 days of cash.

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	Balance	Comment
Federal HOME	\$97,903	Federally approved programs
Federal CDBG	\$1,017	Community Development Block Grant
State Drug Enforcement	\$460,081	Police programs
Federal Drug Enforcement	\$392,056	Police programs
Building Fund	\$500,135	R&M and capital of Library facility
Public Library	\$2,262,355	Operational fund of Library
Library Capital	\$401,305	Capital Expense requirements and cash reserves
Library Trust	\$48,614	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	\$2,569,970	Street repairs and maintenance
Motor Fuel Tax	\$5,535,005	Street repairs and maintenance
Community Revitalization	-\$309,801	Revitalization initiatives; Need to reconcile funding for demolition of two schools and YWCA at the end of FY24 for approximately \$1.3 million of over spending.
2018 Project	\$0	General Obligation bond proceeds for construction of new fire stations to be funded from ARP revenue replacement as per Council approval.
Capital Project	\$3,368,635	\$2 million special project reserve is contained in this fund.
Equipment Replacement	\$1,169,063	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	\$2,336,823	Debt payments on current debt issues

Fleet Maintenance	\$1,504,806	Repair and maintenance of city vehicle fleet
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Risk Management	\$6,064,634	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	\$867,487	Coverage for healthcare and other benefit expenses.
Public Transit	-\$1,791,072	Operational and capital funding of the transit system
Fiber Optics	\$823,203	City investment in the next phase of a fiber optic network
Storm Water	\$3,990,284	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	\$14,427,535	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects
Water Utility	\$10,095,600	Balance and ongoing cash flow is sufficient to fund currently defined water projects. The City will spread funding \$6 million of water capital projects over calendar year 2024.
Water Capital	\$4,387,678	Capital projects
2022 Water Bond Fund	\$16,612,437	Bond revenues in FY22
Water Reserve	\$12,500,000	Cash reserves for the enterprise funds
Grant	-\$370,848	Primarily reimbursement grants
ARP	\$0	Federal ARP funds as per city budget, which will be adjusted as per audit review and final grant reporting.

Investments

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

The bond proceeds and pooled cash are invested in treasury bonds and are scheduled to mature over the next months to three years, the 2022 bond funds in short term investments through 2024.

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

Debt

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

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

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

Revenue Tracking

City-wide Revenue received during the reporting period is \$27.9 million, with \$216.4 million year-to-date. The total is 76.9% of the revised revenue budget of \$281.3 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 FY2024 provide for the pension funds, operation of the Library, debt payments and the Municipal Band. Only a portion of the city's operational costs are funded by property tax, which are more generally funded by a variety of other revenues such as state income and use taxes, or fees for service, as per the Water Fund.

Property Tax for FY2024

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

The fourth installment of the tax levy arrived in October.

Expenditure Tracking

City-wide expenses during the reporting period were \$20.4 million and \$196.9 million year-to-date. The total is 64% of the annual revised expense budget of \$306.7 million.

Water Utility

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

Headcount Staffing Across all Funds

Full-time staffing level is 473 FTEs versus budget of 482 FTEs. There are 17 part-time and temp employees.



Fiscal Period Ending

Oct-24

City of Decatur

Treasurer's Financial Report

Report Distribution:

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

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: Oct-24

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
10	General Fund GENERAL FUND	22,062,481.13	9,942,507.19	9,185,252.22	45,398.00		22,865,134.10	0.00	22,865,134.10	0.00
	Special Revenue Funds									
14	PAYROLL FUND	61,443.00	0.00	0.00	0.00		61,443.00		61,443.00	
16	COMMUNITY GRANT FUND	(27,724.60)	0.00	0.00	0.00		(27,724.60)		(27,724.60)	
17	HOME FUND	111,472.95	1,615.43	15,185.43	0.00		97,902.95		97,902.95	
18	CDBG FUND	(4,795.09)	31,222.25	25,409.68	0.00		1,017.48		1,017.48	
22	DUATS FUND	150,213.31	179.38	8,376.07	0.00		142,016.62		142,016.62	
25	STATE DRUG ENFORCEMENT	375,133.86	15,107.58	4,576.64	74,416.65		460,081.45		460,081.45	
26	DUI FINES AND FEES FUND	164,227.74	1,980.59	950.00	0.00		165,258.33		165,258.33	
27	POLICE LAB & PROGRAMS	191,358.73	287.38	473.68	0.00		191,172.43		191,172.43	
30	FEDERAL DRUG ENFORCEMENT	406,648.07	227.01	14,819.39	0.00		392,055.69		392,055.69	
34	BUILDING FUND	598,466.63	50,219.25	148,551.28	0.00		500,134.60		500,134.60	
35	LIBRARY FUND	1,670,790.62	965,361.22	373,796.94	0.00		2,262,354.90		2,262,354.90	
36	MUNICIPAL BAND FUND	38,180.03	20,533.91	5,546.02	8,065.95		61,233.87		61,233.87	
37	FOREIGN FIRE INSURANCE FUND	186,187.35	232,615.35	6,365.65	0.00		412,437.05		412,437.05	
42	LOCAL STREETS & ROADS	2,646,361.15	143,054.38	219,445.37	0.00		2,569,970.16		2,569,970.16	
46	MOTOR FUEL TAX FUND	5,327,282.98	286,696.97	78,975.44	0.00		5,535,004.51		5,535,004.51	
58	LIBRARY CAPITAL	400,504.04	800.55	0.00	0.00		401,304.59		401,304.59	
59	LIBRARY TRUST FUNDS	50,559.04	78.18	2,022.98	0.00		48,614.24		48,614.24	
82	DCDF FUND	0.00	0.00	0.00	0.00		0.00		0.00	
84	COMMUNITY REVITALIZATION	(235,808.05)	26,884.70	100,877.25	0.00		(309,800.60)		(309,800.60)	
85	GRANT FUND	(719,681.52)	669,182.75	320,349.10	0.00		(370,847.87)		(370,847.87)	
	Total Special Revenue Funds	11,390,820.24	2,446,046.88	1,325,720.92	82,482.60	0.00	12,532,185.80	0.00	12,593,628.80	0.00
	TIF & Redevelopment Funds									
19	OLDE TOWNE TIF FUND	1,414,110.42	287,449.54	101,976.00	0.00		1,599,583.96		1,599,583.96	
120	CENTRAL TIF	(49,034.08)	0.00	178,291.29	0.00		(227,325.37)		(227,325.37)	
21	WABASH CROSSING TIF	1,375,160.01	13,737.12	44,943.10	0.00		1,343,954.03		1,343,954.03	
23	EASTGATE TIF FUND	552,547.31	51,261.76	0.00	0.00		603,809.07		603,809.07	
24	SOUTHSIDE TIF FUND	297,229.86	12,989.47	0.00	0.00		310,219.33		310,219.33	
28	PINES SHOPPING CENTER TIF	52,335.21	46,715.10	0.00	0.00		99,050.31		99,050.31	
29	GRAND & OAKLAND TIF	201,452.69	81,193.41	0.00	0.00		282,646.10		282,646.10	
	Total TIF & Redevelpmnt Funds	3,843,801.42	493,346.40	325,210.39	0.00	0.00	4,011,937.43	0.00	4,011,937.43	0.00
	Capital Funds									
40	PEG CAPITAL FUND	55,609.35	80.50	6,071.77	0.00		49,618.08		49,618.08	
44	2018 PROJECT FUND	0.00	0.00	0.00	0.00		0.00	0.00	0.00	
45	CAPITAL PROJECT FUND	3,990,247.86	5,948.70	627,561.84	0.00		3,368,634.72		3,368,634.72	(181,816.00)
61	EQUIPMENT REPLACEMENT	1,818,568.59	7,698.93	657,204.67	0.00		1,169,062.85		1,169,062.85	
99	AMERICAN RESCUE PLAN	0.00	0.00	0.00	0.00		0.00		0.00	
	Total Capital Funds	5,864,425.80	13,728.13	1,290,838.28	0.00	0.00	4,587,315.65	0.00	4,587,315.65	(181,816.00)

City of Decatur
Treasurer's Cash Report

Month of: Oct-24

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	2,165,108.64	171,714.75	0.00	0.00		2,336,823.39		2,336,823.39	0.00
60	Internal Service Funds									
	FLEET MAINTENANCE	1,416,203.68	286,603.40	198,000.66	0.00		1,504,806.42		1,504,806.42	
64	RISK MANAGEMENT	5,920,831.92	307,845.56	164,043.97	0.00		6,064,633.51		6,064,633.51	
65	INSURANCE FUND	1,049,782.85	1,037,625.24	1,219,921.05	0.00		867,487.04		867,487.04	
	Total Internal Service Funds	8,386,818.45	1,632,074.20	1,581,965.68	0.00	0.00	8,436,926.97	0.00	8,436,926.97	0.00
70	Enterprise Funds									
	TRANSIT	(127,918.77)	571,116.05	2,234,269.40	0.00		(1,791,072.12)		(1,791,072.12)	
77	FIBER OPTICS	819,637.31	8,798.84	5,233.00	0.00		823,203.15		823,203.15	
78	STORM WATER	3,845,955.99	239,144.68	94,816.55	0.00		3,990,284.12		3,990,284.12	
79	SEWER FUND	13,676,587.13	1,115,566.72	364,619.05	0.00		14,427,534.80		14,427,534.80	
80	WATER FUND	8,296,251.05	3,289,849.35	1,421,607.72	(68,892.89)		10,095,599.79		10,095,599.79	
81	WATER CAPITAL	5,034,589.07	26,421.86	673,332.76	0.00		4,387,678.17		4,387,678.17	181,816.00
86	WATER RESERVE	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	157,852.17	71,017.38	44,199.35	0.00		184,670.20		184,670.20	
89	2022 WATER BOND FUND	16,578,170.67	68,020.48	33,753.98	0.00		16,612,437.17		16,612,437.17	
	Total Enterprise Funds	60,781,124.62	5,389,935.36	4,871,831.81	(68,892.89)	0.00	61,230,335.28	0.00	61,230,335.28	181,816.00
90	Trust & Agency Funds									
	FIRE PENSION FUND CASH	4,698,043.39	1,835,420.96	860,901.34	3,433.90		5,675,996.91		5,675,996.91	
90	FIRE PENSION INVESTMENTS	101,811,687.52	2,092,043.90	9,893.57	(3,433.90)			103,890,403.95	103,890,403.95	
	TOTAL FIRE PENSION	106,509,730.91	3,927,464.86	870,794.91	0.00	0.00	5,675,996.91	103,890,403.95	109,566,400.86	
91	POLICE PENSION FUND CASH	4,500,486.64	1,801,314.44	988,008.33	0.00		5,313,792.75		5,313,792.75	
91	POLICE PENSION INVESTMENTS	138,520,288.72	2,156,567.53	2,440.13	0.00			140,674,416.12	140,674,416.12	
	TOTAL FIRE PENSION	143,020,775.36	3,957,881.97	990,448.46	0.00	0.00	5,313,792.75	140,674,416.12	145,988,208.87	
	Total Trust & Agency Funds	249,530,506.27	7,885,346.83	1,861,243.37	0.00	0.00	10,989,789.66		255,554,609.73	0.00
Total City Funds		364,025,086.57	27,974,699.74	20,442,062.67	58,987.71	0.00	126,990,448.28	0.00	371,616,711.35	
Memorandum Items										
Pooled Cash Investments								55,017,563.21	55,017,563.21	
City Funds ex Trust & Agency		114,494,580.30	20,089,352.91	18,580,819.30	58,987.71	0.00	116,000,658.62	55,017,563.21	116,062,101.62	0.00

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

Period Ending: 1-Oct

Grant ID	Div	Grant Name	Expiration	State	Federal	Status	Grant Amount
	Executive/Police/Public Works	COMMUNITY VIOLENCE PREVENTION (TURNER)	6/30/2025	X		ACTIVE	1,000,000
	Executive	DCEO 23-203058	7/31/2025	X		ACTIVE	3,000,000
	Executive	DCEO 23-203059	7/31/2025	X		ACTIVE	3,000,000
	Executive	USDA Forest Service Urban and Community Forestry Inflation Reduction Act	2028		X	ACTIVE	750,000
	Executive/Library	EECBG - Equipment Rebate Program	4/1/2025		X	ACTIVE	131,690
C2017	54 Neighborhood Revitalization	B-17-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2024		X	ACTIVE	1,262,151
C2018	54 Neighborhood Revitalization	B-18-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2025		X	ACTIVE	1,378,744
C2019	54 Neighborhood Revitalization	B-19-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2026		X	ACTIVE	1,411,581
C2020	54 Neighborhood Revitalization	B-20-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2027		X	ACTIVE	1,417,995
C2021	54 Neighborhood Revitalization	B-21-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2028		X	ACTIVE	1,420,946
C2022	54 Neighborhood Revitalization	B-22-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2029		X	ACTIVE	1,374,790
C2023	54 Neighborhood Revitalization	B-23-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2030		X	ACTIVE	1,319,714
C2023	54 Neighborhood Revitalization	FR-6700-N-98 PRO HOUSING	9/1/2029		X	SUBMITTED	9,987,032
CCV19	54 Neighborhood Revitalization	B-20-MW-17-0008 CDBG CARES ACT ALLOCATION	9/21/2026		X	ACTIVE	834,287
H2016	54 Neighborhood Revitalization	M-16-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2024		X	ACTIVE	327,118
H2017	54 Neighborhood Revitalization	M-17-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2025		X	ACTIVE	330,899
H2018	54 Neighborhood Revitalization	M-18-MC-17-0008 HOME INVESTMENT PARTNERSHIP	9/1/2026		X	ACTIVE	444,741
H2019	54 Neighborhood Revitalization	M-19-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2027		X	ACTIVE	425,163
H2020	54 Neighborhood Revitalization	M-20-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2028		X	ACTIVE	431,353
H2021	54 Neighborhood Revitalization	M-21-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2029		X	ACTIVE	413,549
H2022	54 Neighborhood Revitalization	M-22-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2030		X	ACTIVE	497,298
H2023	54 Neighborhood Revitalization	M-23-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2031		X	ACTIVE	466,119
HOME-AR	54 Neighborhood Revitalization	M-21-MP-17-0203 HOME - American Rescue Plan	9/30/2030		X	ACTIVE	1,497,384
HRAP	54 Neighborhood Revitalization	HOME REPAIR & ACCESSIBILITY PROGRAM	9/30/2030	X		ACTIVE	\$400,000
	65 Police	HS-22-0071 IDOT STEP			X	ACTIVE	90,520
	65 Police	2021 BVP	1/31/2024		X	ACTIVE	28,400
	65 Police	2023-25 BVP			X	ACTIVE	29,800
	65 Police	15PBJA-21-GG-01457-JAGX			X	ACTIVE	34,099
	65 Police	15PBJA-22-GG-02558-JAGX			X	ACTIVE	36,081
	65 Police	ILETSB RECRUITMENT AND RETENTION GRANT				ACTIVE	100,000
9334	82 Public Works	R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W		X		ACTIVE	2,006,014
9335	82 Public Works	IL COMPETITIVE FREIGHT PROGRAM-BRUSH COLLEGE/FAIRES PKWY GRADE SEP			X	ACTIVE	44,000,000
9336	82 Public Works	6WGY(165)-RAILROAD GRADE CROSSING PROTECTION FND GCPF BRUSH COLI	2025	X		ACTIVE	19,950,000
1406	82 Public Works	15-203002 IL DECO (MIDWEST INLAND PORT TRANSPORTATION STUDY)		X		ACTIVE	250,000
1706	82 Public Works	CONTRIBUTED CAPITAL-MOUND ROAD/STEVENS CREEK WEST & MIDDLE BRIDGES			X	ACTIVE	2,000,000
1805	82 Public Works	CONTRIBUTED CAPITAL-TAYLOR RD BRIDGE OVER WARD BRANCH	2023		X	ACTIVE	800,000
	82 Public Works	FRA CRISI			X	ACTIVE	2,000,000
	82 Public Works	FRA CRE			X	ACTIVE	16,000,000
	82 Public Works	STATE FUND COMMITMENT - BRUSH COLLEGE GRADE SEPERATION		X		ACTIVE	1,500,000
	82 Public Works	MULTIMODAL TRANSPORTATION BOND FUND (ICC)	2025	X		ACTIVE	6,000,000
	82 Public Works	Lead Service Line Inventory	11/1/2024	X		ACTIVE	50,000
	82 Public Works	Public Water System Energy Efficiency Program	8/31/2026		X	SUBMITTED	500,000
	82 Public Works	Pride of the Prairie Food Waste Composting Plan	9/30/2025	X		ACTIVE	59,362
	82 Public Works	RCPP Project Lake Decatur Water Quality Inititative	4/12/2028		X	ACTIVE	2,314,935
	82 Public Works	Regional Site Readiness Program-Capital Ready	5/30/2026	X		SUBMITTED	2,918,000
	82 Public Works	Regional Site Readiness Program-Planning	12/31/2025	X		SUBMITTED	149,500
700	Mass Transit	CAP-22-1176-ILL	4/1/2028	X		ACTIVE	1,000,000
700	Mass Transit	CAP-22-1221-ILL	4/1/2028	X		ACTIVE	2,760,000
700	Mass Transit	CAP-23-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
S21	700 Mass Transit	OP-21-47-IL #pend FY-2021 DOWNSTATE OPERATING ASSISTANCE GRANT	6/30/2024	X		ACTIVE	13,379,000
	700 Mass Transit	494-00-1439	2/1/2024	X		ACTIVE	240,000
SC20	700 Mass Transit	CAP-21-40-1141-ILL #pend CAPITAL GRANT	12/31/2025		X	ACTIVE	1,140,000
	700 Mass Transit	IL-2020-010-01	3/30/2025		X	ACTIVE	412,270
	700 Mass Transit	IL-2020-020-00	3/30/2027		X	ACTIVE	6,168,433
	700 Mass Transit	IL-2022-011-00	9/30/2025		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							191,904,844
Active							182,417,812

Treasurer's Investment Report

Pooled Cash
Account # 8051000942
Multiple Funds - Pooled Cash

Month of : October 2024

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2024	BTD Interest Received	CP Accrual Balance
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	0.460%	-	-	-		6,562.50	20,919.21	0.00
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	4.160%	-						
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	5.470%	-						
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	5.320%	-						
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	0.390%	-	-	-		17,250.00	25,760.87	0.00
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	5.400%	-						
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	0.530%	1,000,000.00	-	-		13,125.00	22,622.29	0.00
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%	5.510%	1,250,000.00						
US Treasury Bond	Jun-Dec	12/31/23	2.25000%	4.500%	-	-	-		14,062.50	21,676.44	0.00
US Treasury Bill Zero	Jan-July	01/09/24	0.01790%	5.530%	-	-	-		8,869.85	8,869.85	0.00
US Treasury Bond	Jan-July	01/15/24	0.12500%	4.460%	-	-	-		781.25	1,268.99	0.00
US Treasury Bond	Feb - Aug	02/15/24	0.12500%	4.450%	-	-	-		781.25	1,402.80	0.00
US Treasury Bill Zero	Mar - Sep	03/07/24	0.02670%	5.490%	-	-	-		26,671.99	26,671.99	0.00
US Treasury Bond	Mar - Sep	03/15/24	0.25000%	4.360%	-	-	-		1,562.50	3,048.59	0.00
US Treasury Bill Zero	Mar - Sep	03/28/24	1.32000%	5.380%	-	-	-		26,098.00	26,098.00	0.00
US Treasury Bond	Apr-Oct	04/30/24	2.00000%	4.330%	-	-	-		12,500.00	27,555.25	0.00
US Treasury Bond	May - Nov	05/15/24	0.25000%	5.250%	-	-	-		1,562.50	2,989.13	0.00
US Treasury Bond	May - Nov	05/31/24	2.50000%	4.180%	-	-	-		15,625.00	37,087.91	0.00
US Treasury Bill Zero	Jun-Dec	06/27/24	2.60000%	5.260%	-	-	-		101,500.78	101,500.78	0.00
US Treasury Bond	Jan-July	07/15/24	0.37500%	4.100%	-	-	-		4,687.50	6,150.71	0.00
US Treasury Bond	Feb - Aug	08/31/24	1.25000%	4.050%	-	-	-		15,625.00	22,418.49	0.00
US Treasury Bond	Apr-Oct	10/15/24	0.62500%	3.980%	-	-	-	3,906.25	7,812.50	12,190.93	0.00
US Treasury Bond	May - Nov	11/15/24	0.75000%	3.950%	1,250,000.00	5,481,515.62	5,716,412.50		21,468.75	25,751.05	19,835.24
US Treasury Bond	May - Nov	11/15/24	0.75000%	5.160%	4,475,000.00						
US Treasury Bond	May - Nov	11/30/24	1.50000%	5.180%	505,000.00	1,700,238.29	1,750,577.40		11,420.70	11,193.04	11,076.65
US Treasury Bond	May - Nov	11/30/24	1.50000%	4.910%	1,250,000.00						
US Treasury Bond	Jun-Dec	12/15/24	1.00000%	3.880%	1,250,000.00	6,011,083.99	6,222,250.00		31,250.00	38,437.70	23,736.31
US Treasury Bond	Jun-Dec	12/15/24	1.00000%	4.860%	5,000,000.00						
US Treasury Bond	Jan-July	01/15/25	1.12500%	3.890%	1,250,000.00	2,882,778.12	2,983,574.35		23,895.68	28,285.35	10,013.26
US Treasury Bond	Jan-July	01/15/25	1.12500%	4.820%	505,000.00						
US Treasury Bond	Jan-July	01/15/25	1.12500%	4.810%	1,250,000.00						
US Treasury Bond	Feb - Aug	02/15/25	1.50000%	3.850%	1,250,000.00	1,196,777.34	1,238,950.00		18,750.00	26,208.56	3,974.19
US Treasury Bond	Mar - Sep	03/15/25	1.75000%	3.800%	1,250,000.00	1,201,708.99	1,237,437.50		21,875.00	32,277.51	2,840.13
US Treasury Bond	Mar - Sep	03/31/25	0.50000%	4.090%	1,825,000.00	1,700,244.14	1,795,763.50		9,125.00	13,687.50	802.20
US Treasury Bond	Apr-Oct	04/30/25	0.37500%	4.060%	1,250,000.00	1,162,060.55	1,225,212.50	2,343.75	4,687.50	7,057.15	12.95
US Treasury Bond	May - Nov	05/31/25	0.25000%	3.980%	1,000,000.00	926,835.94	976,060.00		1,250.00	2,651.10	1,051.91
US Treasury Bond	Jun-Dec	06/30/25	0.25000%	4.600%	1,200,000.00	1,155,843.75	1,167,816.00		(383.15)	(383.15)	1,010.87
US Treasury Bond	Jan-July	07/31/25	0.25000%	4.550%	1,200,000.00	1,152,234.38	1,163,868.00		(130.43)	(130.43)	758.15
US Treasury Bond	Mar - Sep	09/30/25	0.25000%	5.090%	1,250,000.00	1,138,867.19	1,204,437.50		3,125.00	2,979.85	274.73
US Treasury Bond	May - Nov	11/30/25	0.37500%	4.380%	2,200,000.00	2,090,773.44	2,108,986.00		(1,735.65)	(1,735.65)	3,471.31
US Treasury Bond	Jan-July	01/31/26	0.37500%	4.600%	1,250,000.00	1,152,929.69	1,191,500.00		2,073.32	2,073.32	1,184.61
US Treasury Bond	Feb - Aug	02/15/26	1.62500%	4.530%	1,025,000.00	970,306.64	991,523.50		7,321.43	7,321.43	3,530.40
US Treasury Bond	Feb - Aug	02/28/26	0.50000%	4.730%	1,250,000.00	1,152,539.06	1,189,600.00		2,819.29	2,819.29	1,070.44
US Treasury Bond	Mar - Sep	03/31/26	0.75000%	4.570%	2,000,000.00	1,855,000.00	1,905,080.00		7,622.95	7,622.95	1,318.68
US Treasury Bond	Apr-Oct	04/30/26	0.75000%	4.760%	1,250,000.00	1,157,421.88	1,187,500.00	4,687.50	4,279.89	4,279.89	25.90
US Treasury Bond	Apr-Oct	04/30/26	2.37500%	4.970%	1,250,000.00	1,188,916.01	1,217,037.50	14,843.75	14,843.75	14,843.75	82.01
US Treasury Bond	May - Nov	05/31/26	0.75000%	4.930%	1,250,000.00	1,151,562.50	9,948,330.00		(4,282.79)	(4,282.79)	33,135.27
US Treasury Bond	May - Nov	05/31/26	0.75000%	4.700%	5,250,000.00	4,868,759.77					
US Treasury Bond	May - Nov	05/31/26	0.75000%	4.730%	4,000,000.00	3,709,531.25					
US Treasury Bond	Jan-July	06/30/26	1.87500%	4.430%	1,250,000.00	1,190,673.83	1,204,050.00		(1,019.02)	(1,019.02)	7,897.41
US Treasury Bond	Feb - Aug	08/15/26	1.50000%	3.910%	1,250,000.00	4,561,708.99	4,533,447.50		(5,726.90)	(5,726.90)	15,101.91
US Treasury Bond	Feb - Aug	08/15/26	1.50000%	3.570%	3,500,000.00						
US Treasury Bond	Mar - Sep	09/30/25	0.87500%	3.950%	1,250,000.00	1,178,320.30	1,175,050.00	(480.77)	(480.77)	(480.77)	961.54
Federated US Treasury Cash Reserves		Liquid			3,078,931.55	3,078,931.55	3,234,555.13	12,743.79	124,855.06		12,457.51
Total Investment(s)					61,513,931.55	55,017,563.21	56,569,018.88	38,044.27	571,982.73	581,962.96	155,623.58

Pooled Cash		Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees		(11,218.61)	(10,767.09)	(10,881.23)	(11,013.59)	(11,218.61)	-	(43,880.52)
Gain/Loss from sale of bond		62,792.97	159,521.49	354,287.11	375,292.96	62,792.97	-	840,007.81
Interest (Income)		38,044.27	179,770.14	270,116.93	115,040.97	38,044.27	-	571,982.73
		89,618.63	328,524.54	613,522.81	479,320.34	89,618.63	-	1,368,110.02

Treasurer's Investment Report

Month of : October 2024

Water Capital Bond
Account # 1001027214
Fund 89

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2024	BTD Interest Received	CP Accrue Balance
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.660%	-	-	-		11,625.00	23,574.05	0.00
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.750%	-						
United States Treasury Note/Bond .25% 15 Mar 2024	Mar-Sep	3/15/2024	0.250%	4.630%	-	-	-		2,500.00	4,782.61	0.00
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.790%	-	-	-		6,562.50	12,863.72	0.00
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.780%	-						
United States Treasury Note/Bond .25% 15 May 2024	May-Nov	5/15/2024	0.250%	5.210%	-	-	-		4,750.00	9,148.10	0.00
United States Treasury Note/Bond .25% 15 May 2024	May-Nov	5/15/2024	0.250%	5.250%	-						
United States Treasury Note/Bond .25% 15 Jun 2024	Jun-Dec	6/15/2024	0.250%	5.470%	-	-	-		5,000.00	9,330.60	0.00
United States Treasury Note/Bond .25% 15 Jun 2024	Jun-Dec	6/15/2024	0.250%	5.330%	-	-	-				
United States Treasury Note/Bond .375% 15 July 2024	Jan-Jul	7/15/2024	0.375%	5.340%		-	-		7,500.00	7,377.72	0.00
United States Treasury Note/Bond 2.375% 15 Aug 2024	Feb-Aug	8/15/2024	2.375%	5.360%	-	-	-		47,500.00	46,338.32	0.00
US Treasury Bill Zero	Apr-Oct	10/10/2024	1.265%	5.330%	3,000,000.00	-	-	37,209.33	37,209.33	37,209.33	0.00
US Treasury Bill Zero	Jan-Jul	1/9/2025	2.513%	5.180%	3,000,000.00	2,926,455.02	2,926,455.02				47,864.98
United States Treasury Note/Bond .25% 15 Jun 2024	Jun-Dec	6/30/2025	0.250%	4.890%	3,000,000.00	2,871,328.13	2,919,540.00		(326.09)	(326.09)	2,527.17
US Treasury Bill Zero	Feb-Aug	2/13/2025	2.479%	5.040%	2,000,000.00	1,951,612.67	1,951,612.67				22,787.33
United States Treasury Note/Bond .875% 30 Sep 2026	Mar-Sep	9/30/2026	0.875%	3.960%	3,000,000.00	2,826,328.12	2,820,120.00	(793.27)	(793.27)	(793.27)	2,307.69
BlackRock Liquidity Funds Treasury Trust Fund Portfolio					735,887.30	735,887.30	814,533.00	28,583.11	273,818.08		3,158.53
Total Investment(s)					14,735,887.30	11,311,611.24	11,432,260.69	64,999.17	395,345.55	149,505.09	78,645.70
GRAND TOTALS:					76,249,818.85	66,329,174.45	68,001,279.57	103,043.44	967,328.28	731,468.05	234,269.28

Journal Entry									
Water Capital Bond	Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked		
Fees	(2,275.65)	(4,224.94)	(4,277.22)	(3,517.43)	(2,275.65)	-	(14,295.24)		
Gain/Loss from sale of bond		198,308.59	506,632.80	150,000.00		-	854,941.37		
Interest (Income)	64,999.17	81,943.92	94,566.21	153,836.25	64,999.17	-	395,345.55	395,345.55	
	62,723.52	276,027.57	596,921.79	300,318.82	62,723.52	-	1,235,991.68		

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

City of Decatur
Water Bond Issue - 2022 Bond Fund 89

home

Month of: **Oct-24**

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

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

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

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

Actual Bond Spend Activity in Fiscal year 2023	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	24,953,276	24,938,010	24,958,055	24,649,948	24,721,550	24,606,889	24,535,733	24,508,866	24,431,517	24,196,405	23,958,885	23,948,967	
Revenues													
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest/Investment Income	40,532	20,046	4,848	33,896	45,335	17,548	60,167	54,338	9,332	13,431	11,567	11,503	322,542
Gain/Loss on Investments	-	-	54,531	38,906	49,141	54,297	57,188	-	-	-	-	-	254,062
Expenditures													
Transfer out of old proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Bond Insurance Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc.	-	-	-	-	-	-	12,232	-	-	4,167	-	-	16,399
Water/Sewer improvements	55,798	-	367,487	1,200	209,137	143,000	131,990	131,686	244,444	246,784	21,484	57,997	1,611,008
													-
Total Expenditures	55,798	-	367,487	1,200	209,137	143,000	144,222	131,686	244,444	250,951	21,484	57,997	1,627,407
Ending cash available	24,938,010	24,958,055	24,649,948	24,721,550	24,606,889	24,535,733	24,508,866	24,431,517	24,196,405	23,958,885	23,948,967	23,902,474	

Actual Bond Spend Activity in Fiscal year 2024	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	23,902,474	24,020,638	24,044,589	24,111,673	18,673,109	17,968,316	18,179,847	17,734,794	16,749,077	16,578,171			
Revenues													
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest/Investment Income	22,273	42,695	22,538	31,828	24,924	40,445	53,327	69,440	31,359	68,020			406,849
Gain/Loss on Investments	117,215	-	81,094	146,133	175,500	185,000	93,906	56,094	-	-			854,941
Expenditures													
Transfers	-	-	-	5,600,000	-	-	-	-	-	-	-	-	5,600,000
Bond Insurance Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Misc.	4,225	-	-	4,277	-	-	-	3,517	-	2,276			14,295
Water/Sewer improvements	17,099	18,744	36,548	12,247	905,218	13,914	592,286	1,107,734	202,265	31,478			2,937,532
													-
Total Expenditures	21,324	18,744	36,548	5,616,524	905,218	13,914	592,286	1,111,251	202,265	33,754	-	-	8,551,828
Ending cash available	24,020,638	24,044,589	24,111,673	18,673,109	17,968,316	18,179,847	17,734,794	16,749,077	16,578,171	16,612,437	-	-	

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

Period Ending: Oct-24

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget
REVENUE														
Actual	5,682,880	6,302,363	6,069,391	6,080,698	7,837,739	6,094,920	13,265,790	6,498,969	7,159,107	9,942,507			74,934,364	
Budget Projection	6,763,261	6,619,210	6,225,333	6,586,116	7,202,418	6,020,769	13,086,616	7,026,077	6,679,333	10,703,070			76,912,205	90,420,400
Vs budget in month	(1,080,381)	(316,847)	(155,942)	(505,419)	635,321	74,151	179,174	(527,108)	479,774	(760,563)	-	-		
Vs budget to date	(1,080,381)	(1,397,229)	(1,553,171)	(2,058,590)	(1,423,268)	(1,349,117)	(1,169,943)	(1,697,052)	(1,217,278)	(1,977,841)	-	-	(1,977,841)	
EXPENSE														
Personnel Expense														
Actual	3,793,357	5,535,667	3,750,914	3,852,594	3,882,559	3,867,469	10,351,911	5,738,100	5,291,484	7,222,563			53,286,617	
Budget Projection	3,960,109	5,695,291	3,960,109	4,132,140	3,960,109	3,960,109	10,207,073	6,504,274	4,684,570	7,758,842			54,822,627	62,910,352
Vs budget in month	(166,752)	(159,625)	(209,196)	(279,546)	(77,551)	(92,640)	144,839	(766,174)	606,914	(536,279)	-	-		70%
Vs budget to date	(166,752)	(326,376)	(535,572)	(815,119)	(892,669)	(985,310)	(840,471)	(1,606,645)	(999,731)	(1,536,011)	-	-	(1,536,011)	of GF Expense
Operating Expense														
Actual	1,855,085	3,106,574	1,713,580	2,279,678	1,552,188	1,022,572	6,302,745	1,724,515	1,518,176	1,962,689			23,037,803	
Budget Projection	2,137,853	1,233,053	2,230,356	1,963,985	1,584,677	1,677,410	6,564,888	1,897,723	1,517,604	1,999,759			22,807,309	27,271,648
Vs budget in month	(282,768)	1,873,521	(516,776)	315,693	(32,490)	(654,837)	(262,142)	(173,208)	573	(37,070)	-	-		30%
Vs budget to date	(282,768)	1,590,752	1,073,976	1,389,669	1,357,179	702,342	440,200	266,992	267,564	230,495	-	-	230,495	of GF Expense
TOTAL EXPENSE														
Actual	5,648,443	8,642,241	5,464,494	6,132,271	5,434,746	4,890,041	16,654,657	7,462,615	6,809,660	9,185,252	-	-	76,324,420	
Budget Projection	6,097,963	6,928,345	6,190,466	6,096,125	5,544,787	5,637,519	16,771,960	8,401,997	6,202,174	9,758,601	-	-	77,629,936	90,182,000
Vs budget in month	(449,520)	1,713,896	(725,972)	36,146	(110,041)	(747,478)	(117,303)	(939,382)	607,486	(573,349)	-	-		
Vs budget to date	(449,520)	1,264,376	538,404	574,550	464,510	(282,968)	(400,271)	(1,339,653)	(732,167)	(1,305,516)	-	-	(1,305,516)	
Surplus / (Deficit)														
Actual	34,437	(2,339,878)	604,897	(51,573)	2,402,993	1,204,879	(3,388,867)	(963,646)	349,447	757,255	-	-	(1,390,056)	
Budget Projection	665,298	(309,135)	34,868	489,992	1,657,631	383,251	(3,685,345)	(1,375,920)	477,159	944,469	-	-	(717,731)	238,400
Vs budget in month	(630,861)	(2,030,743)	570,029	(541,565)	745,362	821,628	296,478	412,274	(127,713)	(187,214)	-	-		
Vs budget to date	(630,861)	(2,661,604)	(2,091,575)	(2,633,140)	(1,887,778)	(1,066,150)	(769,672)	(357,399)	(485,111)	(672,325)	-	-	(672,325)	
Beginning Cash Balance	23,371,170	23,720,736	21,348,674	21,952,729	22,335,389	24,760,288	26,066,839	22,623,300	21,702,645	22,062,481	-	-		
Balance Sheet Adjustments	315,129	(32,184)	(843)	434,234	21,906	101,672	(54,672)	42,991	10,389	45,398				
Ending Cash Balance	23,720,736	21,348,674	21,952,729	22,335,389	24,760,288	26,066,839	22,623,300	21,702,645	22,062,481	22,865,134	-	-		

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

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

Period Ending: Oct-24

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																	
GENERAL FUND																	
GENERAL GOV TAXES																	
301103	PROPERTY TAX	10						-	6,578,949	225,314	1,387,459	3,271,624			11,463,346	12,342,429	93%
301106	MOBILE HOME PRIVELEGE TAX	10							-	-	-	-	-		-	14,000	0%
301201	STATE SALES TAX	10	1,154,986	1,212,047	1,347,918	1,112,676	1,052,789	1,225,666	1,163,113	1,259,557	1,192,779	1,187,987			11,909,517	14,498,000	82%
301202	TELEPHONE UTILITY TAX	10	97,646	91,030	93,389	91,487	92,439	95,386	93,218	93,093	92,082	77,029			916,798	1,217,000	75%
301203	FOOD & BEVERAGE TAX	10	365,811	304,849	325,079	369,792	351,781	383,528	394,950	359,532	367,354	364,350			3,587,027	4,571,000	78%
301204	HOTEL AND MOTEL TAX	10	69,918	70,454	64,019	106,694	120,452	132,888	117,509	117,815	120,172	120,933			1,040,852	1,324,000	79%
301205	LOCAL SALES TAX	10	1,093,556	1,183,212	1,261,394	1,037,938	976,409	1,137,462	1,111,286	1,241,196	1,150,401	1,131,086			11,323,939	13,772,000	82%
301206	AVIATION FUEL TAX	10	3,135	3,120	2,735	2,242	2,109	2,610	2,894	2,929	2,143	1,763			25,680	8,000	321%
301207	LOCAL USE TAX	10	241,131	251,921	292,406	174,994	196,738	238,999	212,527	205,092	197,869	203,331			2,215,007	3,011,000	74%
301208	AUTO RENTAL TAX	10	4,780	4,614	4,809	3,956	3,871	4,622	4,493	5,178	4,835	5,768			46,926	67,000	70%
301209	UTILITY TAX - ELECTRIC & GAS	10	-	410,027	491,881	848,133	379,750	317,704	374,376	354,321	372,023	376,713			3,924,929	5,002,000	78%
301210	VIDEO GAMING TAX	10	186,224	196,329	170,364	196,168	226,183	213,948	206,141	188,197	198,173	200,227			1,981,954	2,536,000	78%
301212	STREAMING TAX	10	-	-	-	-	-	-	-	-	-	-			-	200,000	0%
301302	CABLE TV TAX	10	10,413	210,193	-	9,672	204,165	-	-	195,602	-	-			630,045	1,031,000	61%
Sub Total			3,227,600	3,937,795	4,053,991	3,953,752	3,606,686	3,752,812	10,259,455	4,247,828	5,085,290	6,940,812	-	-	49,066,020	59,593,429	82%
GENERAL GOVERNMENT (INTERGOV)																	
302102	LOCAL REPLACEMENT TAX	10	1,459	-	16,318	7,306	1,855	-	1,660	310	-	-			28,907	75,000	39%
302104	STATE REPLACEMENT TAX	10	315,936	-	186,308	166,175	401,745	-	359,465	67,047	-	274,131			1,770,808	2,524,000	70%
302105	STATE INCOME TAX	10	1,124,788	1,064,296	691,752	1,092,150	1,887,248	808,845	1,176,708	786,227	617,227	1,318,007			10,567,247	11,675,000	91%
302106	FEDERAL GRANTS	10	30,233	1,725	-	-	337,061	1,950	-	-	-	-			370,969	625,000	59%
302107	STATE GRANTS OR OTHER	10	-	-	443	-	17,950	-	53,266	50,000	34,099	-	-		155,758	169,000	153%
302114	POLICE OT REIMBURSEMENTS	10	334	9,248	5,301	459	4,775	6,853	1,033	3,150	10,371	558			42,084	87,000	0%
302121	CANNABIS TAX	10	8,898	9,891	9,955	10,575	10,137	9,212	9,391	9,329	8,683	9,006			95,077	102,000	1%
302126	OPIOID TREATMENT FUNDING	10	-	-	-	10,638	(10,638)	-	-	-	-	-			-	-	-
Sub Total			1,481,648	1,085,160	910,077	1,287,302	2,650,133	826,860	1,601,522	916,063	670,380	1,601,704	-	-	13,030,849	15,257,000	85%
GEN GOVERNMENT SERVICE CHARGE																	
303607	PAYMENT IN LIEU OF TAXES	10	176,096	176,096	176,096	176,096	176,096	176,096	176,096	176,096	176,096	176,096			1,760,960	2,687,052	66%
303608	RISK & EE BENEFIT SERVICES	10	21,353	21,353	21,353	21,353	21,353	21,353	21,353	21,353	21,353	21,353			213,530	256,236	83%
303621	ADMIN SERVICES	10	208,067	208,067	208,067	208,067	208,067	208,067	208,067	208,067	208,067	208,067			2,080,670	2,496,804	83%
303622	PUBLIC WORKS SERVICES	10	136,750	136,750	136,750	136,750	136,750	136,750	136,750	136,750	136,750	136,750			1,367,500	1,641,000	83%
303626	BLDG INSPECTION SERVICES	10	10,513	10,513	10,513	10,513	10,513	10,513	10,513	10,513	10,513	10,513			105,130	126,156	83%
303628	SEWER FUND-EPA	10	33,425	33,425	33,425	33,425	33,425	33,425	33,425	33,425	33,425	33,425			334,250	401,097	83%
306700	IT SERVICES	10	29,189	29,189	29,189	29,189	29,189	29,189	29,189	29,189	29,189	29,189			291,890	350,261	83%
306707	CDBG PERSONNEL/EXP REIMB	10	2,272	84,303	16,106	73,396	22,757	2,272	19,685	8,014	24,354	2,272			255,432	430,500	59%
306751	HOME PERSONNEL/EXP REIMB	10	-	3,992	657	5,302	4,001	-	3,640	437	7,061	-			25,091	52,500	48%
306753	DUATS PERSONNEL/EXP REIMB	10	12,744	17,725	-	-	-	-	-	-	40,859	-			71,328	183,000	39%
306762	TRANSFER FROM COM. GRANTS	10	-	21,505	5,363	27,858	15,159	-	25,030	9,872	43,223	-			148,011	226,800	65%
Sub Total			630,409	742,919	637,519	721,949	657,310	617,665	663,748	633,716	730,891	617,665	-	-	6,653,791	8,851,406	75%
GENERAL GOV LICENSES/PERMITS																	
304300	ANIMAL REGISTRATION LATE FEES	10	305	1,565	690	940	1,240	1,130	905	820	902	1,215			9,712	11,000	88%
304302	GARBAGE HAULERS	10	800	-	-	-	-	-	-	-	-	-			800	17,000	5%
304303	CONTRACTOR LICENSES	10	5,875	2,350	1,350	801	900	650	700	1,300	1,250	3,075			18,251	28,000	65%
304304	LIQUOR LICENSES	10	2,556	2,547	250	-	266,825	332,910	2,209	2,765	2,035	3,291			615,388	513,000	120%
304307	OTHER LICENSES	10	9,085	3,040	9,915	1,393	3,953	2,040	2,282	2,020	1,401	5,376			40,505	276,000	15%
304401	BUILDING PERMITS	10	19,848	78,183	73,999	70,720	173,428	190,167	76,432	109,931	108,165	306,759			1,207,632	750,000	161%
304403	STORAGE UNIT FEES	10	-	-	-	-	-	-	-	-	-	-			-	100,000	0%
304404	BUSINESS LICENSE FEE	10	-	-	-	-	-	-	-	-	-	-			-	100,000	0%
Sub Total			38,469	87,685	86,204	73,854	446,346	526,897	82,528	116,836	113,753	319,716	-	-	1,892,288	1,795,000	105%

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

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

Period Ending: Oct-24

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
GENERAL GOV FINES/FEES																	
303301	ON STREET PARKING	10	2,448	261	217	639	113	397	545	2,886	3,899	1,243			12,649	5,000	253%
303302	PARKING LOT 1	10	1,278	653	1,031	1,962	676	1,325	1,698	1,362	1,046	1,325			12,354	16,000	77%
303306	PARKING LOT 10	10	1,055	167	371	532	185	553	461	345	345	468			4,483	7,000	64%
303308	GARAGE C	10	6,555	1,405	720	1,602	1,960	1,780	1,220	10,340	1,751	1,775			29,108	39,000	75%
303310	RESIDENTIAL PARKING	10	480	-	900	120	60	60	60	60	-	120			1,860	5,000	37%
303312	DOWNTOWN EMPL PARKING PERMITS	10	1,561	1,523	1,325	2,133	1,650	1,559	1,844	1,284	1,383	1,515			15,774	19,000	83%
304490	ADMIN COURT FINES	10	5,004	5,219	4,838	4,735	6,312	11,877	9,182	8,698	7,469	4,188			67,523	64,000	106%
305500	ADMINISTRATIVE COURT FEES	10	3,110	2,010	3,246	2,312	2,397	5,050	6,067	4,674	3,761	3,162			35,788	38,000	94%
305501	COURT FINES	10	11,468	13,982	14,076	14,805	12,934	16,547	8,709	11,716	13,214	13,529			130,980	200,000	65%
305502	BOOT FEE	10	35	70	140	-	-	140	70	175	105	175			910	3,000	30%
305503	WEED CUTTING FEES	10	4,779	2,761	2,197	2,824	4,974	2,552	5,009	4,607	2,577	1,272			33,552	56,000	60%
305505	ILLEGAL USE OF VEHICLE	10	26,350	29,025	25,710	20,500	30,500	28,750	33,500	26,000	24,000	20,600			264,935	487,000	54%
305506	OVERTIME PARKING FEES	10	6,120	4,047	4,850	4,199	3,808	7,046	6,154	7,094	7,200	9,419			59,938	92,000	65%
305507	VARIANCE AND ZONING	10	150	150	175	1,210	465	400	670	120	140	790			4,270	1,000	427%
305513	OTHER FINES AND FEES	10	7,989	7,595	5,450	6,890	5,696	10,318	7,582	8,699	15,359	14,314			89,892	87,000	103%
305516	PET CITATIONS	10	2,265	2,674	6,723	3,986	6,116	6,439	5,864	4,611	4,079	4,551			47,309	55,000	86%
305520	TRASH & CLEAN UP FINES	10	14,668	9,011	6,675	5,933	9,339	12,948	13,086	9,587	4,836	9,941			96,024	68,000	141%
305522	BACKGROUND CHECK FEES	10					60	500	290	360	1,160	240			2,610	-	-
Sub Total			95,316	80,552	78,644	74,381	87,246	108,242	102,012	102,617	92,323	88,626	-	-	909,958	1,242,000	73%
INVESTMENT																	
307101	INTEREST INCOME	10	19,600	10,243	20,527	16,439	17,006	16,944	19,757	16,737	15,331	16,324			168,908	450,000	38%
307102	POOLED INTEREST	10	-	-	-	-	-	-	-	-	-	-			-	1,500	0%
307141	INVESTMENT INCOME	10	34,871	21,541	30,390	14,655	37,328	85,064	21,352	41,257	57,392	21,211			365,061	4,000	9127%
Sub Total			54,471	31,784	50,918	31,094	54,334	102,008	41,108	57,994	72,722	37,535	-	-	533,968	455,500	117%
GENERAL GOV OTHER INCOME																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	-	76,759		230,278	76,759	76,759	-	76,759	76,759			690,834	921,000	75%
303415	PROFESSIONAL STANDARDS	10	-	1,010	-	-	-	-	-	-	-	-			1,010	3,400	30%
303510	ELECTRIC AGGREGATION ADMIN	10	-	-	-	-	-	-	-	-	-	-			-	25,000	0%
308801	RENTAL OF CITY PROPERTY	10	567	567	567		567	-	-	1,725	-	-			3,993	-	-
308803	SALE OF OTHER PROPERTY	10	-	-	-	-	-	-	-	-	-	-			-	10,000	0%
308807	DEMOLITION PAYMENTS	10	-	-	-	-	-	-	-	-	-	-			-	83,000	0%
308810	DAMAGE TO CITY PROPERTY	10	10	10	10	38,530	10	9,833	8,753	1,524	510	42,691			101,881	43,000	237%
308814	INVENTORY REIMBURSEMENTS	10		853	-		2,097	-	0	1,111	-	-			4,061	-	-
308817	NOISE ORDINANCE FINES	10	-	-	390		-	-	-	-	-	-			390	3,000	13%
308890	REIMBURSEMENT OF EXPENSE	10	88	25	9,538		109	-	891	-	46	-			10,698	5,000	214%
308898	BANK RECONCILIATION ADJ	10	(0)	-	-	(305)	(31)	(579)	0	-	(0)	181			(736)	9,000	-8%
308899	MISCELLANEOUS INCOME	10	4,513	251,160	12,052	(157,962)	(55,884)	3,085	90,747	84,256	(50,219)	4,099			185,847	107,265	173%
Sub Total			81,938	253,624	99,316	(119,737)	177,146	89,098	177,151	88,616	27,096	123,730	-	-	997,979	1,209,665	83%
PUBLIC SAFETY INTERGOVERNMENT																	
302403	FIRE TRAINING REIMBURSEMENT	10	-	-	-	199	-	-	39,823	-	-	-	-		40,022	61,000	66%
302404	POLICE TRAINING REIMBURSEMENT	10	-	-	66,600	-	29,600	-	-	-	-	-	-		96,200	187,000	
Sub Total			-	-	66,600	199	29,600	-	39,823	-	-	-	-	-	136,222	248,000	55%
PUBLIC SAFETY TRANSFER																	
303405	SCHOOL DISTRICT REIMB	10	-	-	-					257,876	257,876				515,752	504,000	102%
310010	FIRE PROGRAMS	10	660	-	120	580	18,160	75	240	160	200	200			20,395	20,000	102%
Sub Total			660	-	120	580	18,160	75	240	258,036	258,076	200	-	-	536,147	524,000	102%
PUBLIC SAFETY FINES & FEES																	
305512	FIRE & BURGLAR ALARMS	10	2,600	900	-		200	100	10,200	100	700	500			15,300	17,000	90%
305514	POLICE RECORDS	10	2,145	1,080	1,915	539	1,109	795	844	588	1,419	292			10,725	23,000	47%
308800	PUBLIC SAFETY LIFT ASSIST FEES	10	-		283		-	500	4,500	2,000	1,000	500			8,783	30,000	29%
Sub Total			4,745	1,980	2,198	539	1,309	1,395	15,544	2,688	3,119	1,292	-	-	34,808	70,000	50%
PROPERTY TAX ROAD & BRIDGE																	
301102	ROAD & BRIDGE TAX	10	-	-	-	-	-	-	240,401	6,682	56,123	116,262		-	419,468	430,000	98%
Sub Total			-	-	-	-	-	-	240,401	6,682	56,123	116,262	-	-	419,468	430,000	98%
HIGHWAYS/STREETS INTERGOVERNMENTAL																	
302401	STATE ROUTE MAINTENANCE	10	37,030	-	-		37,030	-	-	-			-	-	74,059	131,000	57%
Sub Total			37,030	-	-	-	37,030	-	-	-	-	-	-	-	74,059	131,000	57%
303601	MFT REIMB-MS-C/TRA-F SIGNAL	10	30,594	29,597	46,706	37,649	58,009	33,036	33,036	58,703	34,576	70,808			432,715	550,000	79%
303606	WATER STREET CUTS	10	-	51,266	37,098	19,137	14,431	36,831	9,222	9,191	14,757	24,158			216,091	255,000	85%
Sub Total			30,594	80,864	83,804	56,786	72,439	69,868	42,258	67,894	49,334	94,965	-	-	648,806	805,000	81%
General Fund Total			5,682,880	6,302,363	6,069,391	6,080,698	7,837,739	6,094,920	13,265,790	6,498,969	7,159,107	9,942,507	-	-	74,934,364	90,612,000	83%

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

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

Period Ending: Oct-24

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Other Funds																	
COMMUNITY GRANT	16		-	-	-	-	-	8,108	15,758	13,131	-	-			36,997	737,000	5%
HOME PROGRAM	17		874	2,985	3,002	6,074	4,788	795	4,529	1,113	168,239	1,615			194,013	2,603,645	7%
CDBG	18		216	112,808	401,489	110,514	24,455	21,575	137,033	14,436	95,376	31,222			949,124	4,526,030	21%
OLDE TOWNE TIF	19		942	566	1,006	780	792	1,634	718,362	19,179	281,507	287,450			1,312,218	1,168,272	112%
WABASH CROSSING TIF	21		3,248	1,825	2,729	1,614	2,972	5,276	21,126	3,351	8,550	13,737			64,427	383,000	17%
DUATS	22		33,764	73,946	125	83	133	150	52	38,121	224,751	179			371,303	425,750	87%
EASTGATE TIF	23		19,323	19,107	19,443	19,190	19,395	20,021	112,646	19,799	46,572	51,262			346,759	379,900	91%
SOUTHSIDE TIF	24		477	261	486	285	479	909	64,207	671	842	12,989			81,606	56,700	144%
STATE DRUG ENFORCEMENT	25		287	6,526	22,467	239	345	35,086	1,651	19,545	8,293	15,108			109,545	103,700	106%
DUI COURT FINES	26		4,187	3,089	5,812	4,377	4,230	4,939	37,775	4,267	3,485	1,981			74,142	107,600	69%
POLICE PROGRAMS/LAB	27		551	211	484	232	483	747	300	528	595	287			4,419	3,550	124%
PINES SHOPPING CENTER TIF	28		3,278	3,188	3,297	3,080	3,080	3,080	46,761	3,268	3,335	46,715			119,080	123,200	97%
GRAND & OAKLAND TIF	29		6,316	6,068	6,348	6,010	6,060	6,412	5,986	6,402	82,063	81,193			212,860	213,000	100%
FEDERAL DRUG ENFORCEMENT	30		265	90	296	238	230	202	5,553	223	30,083	227			37,406	86,000	43%
BUILDING FUND	34		50,582	67,682	51,281	79,026	50,765	51,873	50,626	50,851	51,242	50,219			554,146	671,583	83%
LIBRARY OPERATIONS	35		155,733	49,831	109,764	97,994	178,520	170,639	1,833,663	166,326	410,845	965,361			4,138,676	4,841,716	85%
BAND	36		1,173	1,089	1,162	1,106	1,168	1,281	40,377	2,461	9,248	20,534			79,597	84,892	94%
FOREIGN FIRE INSURANCE	37		1,092	452	438	446	428	355	1,740	356	344	232,615			238,266	199,880	119%
PEG PROJECTS	40		2,206	9,842	124	2,005	9,549	208	11,279	9,214	176	81			44,682	61,300	73%
LOCAL STREETS & ROADS	42		130,332	157,020	106,685	159,593	151,374	174,515	139,360	164,260	155,617	143,054			1,481,811	1,842,500	80%
2018 PROJECT FUND	44		-	-	-	-	-	-	-	-	-	-			-	204,400	0%
CAPITAL STREET PROJECTS	45		6,723	333,306	8,973	5,403	8,254	18,351	682,487	11,089	13,629	5,949			1,094,164	1,185,000	92%
MFT PROJECTS	46		354,835	241,891	263,008	897,934	284,677	270,632	284,268	314,803	683,106	286,697			3,881,851	14,542,345	27%
DEBT SERVICE	50		13,159	9,902	109,902	10,666	10,936	12,159	2,232,832	22,166	81,531	171,715			2,674,968	2,730,005	98%
LIBRARY CAPITAL	58		1,885	916	1,697	958	1,593	3,200	968	1,384	1,790	801			15,191	11,000	138%
LIBRARY TRUST FUNDS	59		147	4,730	380	1,084	791	134	140	84	29	78			7,597	30,000	25%
FLEET MAINTENANCE	60		281,828	276,690	283,015	278,463	289,456	290,167	287,039	284,166	284,144	286,603			2,841,572	3,408,945	83%
EQUIPMENT REPLACEMENT	61		3,561	519,806	3,220	24,019	45,365	2,566	1,976,718	7,905	11,228	7,699			2,602,087	2,576,811	101%
RISK MANAGEMENT	64		302,969	332,169	317,154	301,805	309,148	318,881	307,376	312,227	316,421	307,846			3,125,994	3,566,518	88%
EMPLOYEE BENEFIT	65		1,036,443	1,434,955	1,022,790	1,036,115	1,046,655	1,037,284	1,029,516	1,427,413	1,051,085	1,037,625			11,159,881	14,361,976	78%
PUBLIC TRANSIT	70		1,187,147	429,014	159,245	2,311,558	539,316	716,246	576,151	1,408,651	691,893	571,116			8,590,338	34,529,292	25%
FIBER OPTICS	77		7,666	6,808	7,169	8,020	7,971	8,014	9,971	6,952	7,833	8,799			79,203	109,400	72%
STORMWATER PROJECTS	78		152,072	268,854	162,871	236,893	221,234	159,184	173,291	178,691	163,086	239,145			1,955,319	2,345,656	83%
SEWER PROJECTS	79		626,646	688,949	752,119	640,564	716,020	749,443	763,737	794,545	368,144	1,115,567			7,215,734	7,787,000	93%
WATER	80		2,712,029	2,690,953	2,718,147	2,945,652	2,893,435	2,856,835	3,262,011	3,167,341	3,042,512	3,289,849			29,578,765	34,840,384	85%
WATER CAPITAL	81		47,241	3,325,388	(2,940,081)	6,617,353	34,840	237,927	26,246	212,506	41,947	26,422			7,629,788	12,664,000	60%
DCDF	82		1,718	412	2,635	-	-	-	-	-	-	-			4,766	-	-
COMMUNITY REVITALIZATION	84		15,866	17,826	209,307	22,916	23,278	15,929	106,297	1,365,152	152,406	26,885			1,955,862	1,310,000	149%
GRANTS	85		122,846	46,124	259,262	311,881	50,440	-	-	174,190	589,734	669,183			2,223,658	5,353,300	42%
RECYCLING	88		58,906	60,984	62,120	62,885	69,048	62,920	72,588	68,955	62,359	71,017			651,783	640,500	102%
WATER BOND FUND	89		139,488	42,695	103,632	177,961	200,424	225,445	147,233	125,534	31,359	68,020			1,261,791	564,000	224%
FIRE PENSION	90		173,854	68,629	2,516,844	2,576,849	(2,705,908)	3,150,746	3,516,451	3,894,862	2,919,892	3,927,465			20,039,686	14,831,835	135%
POLICE PENSION	91		196,933	(326,077)	2,999,000	3,073,126	(3,114,682)	3,797,803	4,797,381	3,496,503	3,565,525	3,957,882			22,443,395	14,228,635	158%
AMERICAN RESCUE PLAN	99		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CENTRAL TIF	120		-	-	-	-	-	-	-	-	-	-				250,000	
Grand Total Revenues			13,541,687	17,293,873	15,828,237	28,115,687	9,229,274	20,536,593	36,767,271	24,311,591	22,819,920	27,974,700	-	-	216,418,833	281,052,220	77%

City of Decatur, Macon County			home		Net Assessed Value \$:		1,045,874,256	3212.1	Assessed Value Year		2023
Property Tax Levy					City Tax Rate:		1.50910%	3212.1	Pay Year		2024
City and TIF Districts									Prepared by:		Anthony Cooling
Billed Tax Amounts									Reviewed by:		Ruby James
note	Tax Levy Item	Fund	Net Assessed Value	input	input	Collection Rate	Property Tax Receivable	input	Property Tax Deferred	Allowance for Uncollectable	Billed \$ Amount certified
				Tax Rate	Tax Levy \$ Amount ordinance			Extension \$ Amount			
	General Obligation Bond Debt	50	1,045,874,256	0.05615%	587,181	99.10%	587,258	587,258	581,973	5,285	587,258
	General Purpose	10	1,045,874,256	0.00000%		99.10%	0	0	0	0	0
	Fire Pension	10	1,045,874,256	0.58597%	6,128,479	99.10%	6,128,510	6,128,510	6,073,353	55,157	6,128,510
	Police Pension	10	1,045,874,256	0.56650%	5,924,839	99.10%	5,924,878	5,924,878	5,871,554	53,324	5,924,878
	City Library	35	1,045,874,256	0.29378%	3,072,539	99.10%	3,072,570	3,072,570	3,044,917	27,653	3,072,570
	Municipal Band	36	1,045,874,256	0.00670%	70,000	99.10%	70,074	70,074	69,443	631	70,074
	Public Transit	70			15,783,038.00		15,783,290.00		15,641,240		
	xxxxx	xx									
Total City			1,045,874,256	1.50910%	31,566,076.00			15,783,290.00			15,783,290.00
			xx	xx	xx			Fund 10 Totals	11,944,908	108,480	12,053,388
TIF District (tax code district)			AV Increment Value	input	input	Collection Rate	Property Tax Receivable	input	Property Tax Deferred	Allowance for Uncollectable	Billed \$ Amount certified
				Tax Rate	AV Increment \$ Amount submitted			Extension \$ Amount			
	ZTF3 Pines TIF (4062)	28	781,248	11.15959%	85,000	98.80%	87,184	87,184	86,138	1,046	87,184
	ZTF5 Olde Towne TIF (4555)	19	11,326,813	12.84521%	1,162,772	98.80%	1,454,953	1,454,953	1,437,494	17,459	1,454,953
	ZTF6 Near North (Wabash) TIF (4455)	21	3,531,077	10.89875%	355,000	98.80%	384,843	384,843	380,225	4,618	384,843
	ZTF8 Eastgate TIF (9543)	23	1,684,970	9.64031%	161,000	98.80%	162,436	162,436	160,487	1,949	162,436
	ZTF0 Grand & Oakland (4062)	29	1,361,874	11.09878%	141,000	98.80%	151,151	151,151	149,338	1,814	151,151
	ZTFA SS Redevelopment (xxxx)	24	517,439	14.75607%	54,000	98.80%	76,354	76,354	75,437	916	76,354
	Redevelopment TIF		19,203,421		1,958,772.00		2,316,921.90	2,316,921.90	2,289,118.84		2,316,921.90
			xx		xx			xx			xx
Total Property Tax Levy					33,524,848.00			18,100,211.90			18,100,211.90

City of Decatur, Macon County

Property Tax Levy

City and TIF Districts

Tax Collections

home

Assessed Value Year

Pay Year

2023

2024

In Process

Tax Levy Item	Fund	Billed \$ Amount	99.0% Collection Rate	Expected Collection \$ Amount	input	input	input	input	input	input	Total Distribution	Expected Account Receivable \$ Amount	Actual Collection Rate
					Distribution 1	Distribution 2	Distribution 3	Distribution 4	Distribution 5	Distribution 6			
					7/22/2024	8/16/2024	9/18/2024	10/18/2024	xx/xx/2024	xx/xx/2024			
GO Bond Debt	50	587,258.45	99.0%	581,386.00	320,536.66	10,977.29	67,599.72	159,401.62	-	-	558,515.29	22,870.71	95.1%
General Purpose	10	0.01	99.0%	-	0.12	(0.01)	-	-	-	-	0.11	-	1100.0%
Fire Pension	10	6,128,510.00	99.0%	6,067,225.00	3,345,047.49	114,560.24	705,450.29	1,663,448.53	-	-	5,828,506.55	238,718.45	95.1%
Police Pension	10	5,924,878.26	99.0%	5,865,629.00	3,233,900.94	110,753.92	682,008.97	1,608,175.15	-	-	5,634,838.98	230,790.02	95.1%
City Library	35	3,072,569.70	99.0%	3,041,844.00	1,677,061.41	57,435.62	353,681.26	833,979.29	-	-	2,922,157.58	119,686.42	95.1%
Municipal Band	36	70,073.58	99.0%	69,373.00	38,245.69	1,309.85	8,065.95	19,018.71	-	-	66,640.20	2,732.80	95.1%
Mass Transit											-	-	
Total City		15,783,290.00		15,625,457.00	8,614,792.31	295,036.91	1,816,806.19	4,284,023.30	-	-	15,010,658.71	614,798.40	95.1%
City Collection Rate:											95.1%		
ZTF3 Pines (4062)	28	87,184.10	100.0%	87,184.00	43,592.03	-	-	43,592.07	-	-	87,184.10	(0.10)	100.0%
ZTF5 Olde Towne (4555)	19	1,454,953.11	98.0%	1,425,854.00	717,146.29	17,031.98	278,420.34	285,634.48	-	-	1,298,233.09	127,620.91	89.2%
ZTF6 Near North (4455)	21	384,843.26	100.0%	384,843.00	18,987.84	-	4,308.66	11,706.67	-	-	35,003.17	349,839.83	9.1%
ZTF8 Eastgate (9543)	23	162,436.33	100.0%	162,436.00	93,267.75	-	26,414.60	31,742.61	-	-	151,424.96	11,011.04	93.2%
ZTF0 Grand/Oakland (xxxx)	29	151,151.43	100.0%	151,151.00	75,456.12	227.31	165.95	75,133.68	-	-	150,983.06	167.94	99.9%
ZTFA Southside (xxxx)	24	76,353.67	100.0%	76,354.00	63,790.62	-	-	12,563.05	-	-	76,353.67	0.33	100.0%
xxxxx	xx	-	0.0%	-	-	-	-	-	-	-	-	0	-
Redevelopment TIF		2,316,921.90		2,287,822.00	1,012,240.65	17,259.29	309,309.55	460,372.56	-	-	1,799,182.05	488,639.95	77.7%
City Collection Rate:											77.7%		
Total Property Tax Levy		18,100,211.90		17,913,279.00	9,627,032.96	312,296.20	2,126,115.74	4,744,395.86	-	-	16,809,840.76	1,103,438.35	92.9%
City Collection Rate:					xx	xx	xx	xx	xx	xx	92.9%		

Note(s)

Footnote (Not a part of City Tax Levy)

Footnote (Not a part of City Tax Levy)			input	input	input	input	input	input	Total Distribution
			Distribution 1	Distribution 2	Distribution 3	Distribution 4	Distribution 5	Distribution 6	
			7/22/2024	8/16/2024	9/18/2024	10/18/2024	xx/xx/2024	xx/xx/2024	
Decatur Road & Bridge Tax Distribution	10-0831-301102		240,400.60	6,682.34	56,122.65	116,262.23	-	-	419,467.82
Total County Distribution to Civil City			8,855,192.91	301,719.25	1,872,928.84	4,400,285.53	-	-	15,430,126.53
			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			9,867,433.56	318,978.54	2,182,238.39	4,860,658.09	-	-	-	17,229,308.58	-
			xx	xxxxx	xx	xx	xx	xx	xx		
GO Bond Debt	50-43500-301103		159,401.62	ZTF3 Pines TIF (4062)		28-43281-301103	43,592.07				
General Purpose	10-0231-301103		-	ZTF5 Olde Towne TIF (4555)		19-45190-301103	285,634.48				
Fire Pension	10-0231-301103		1,663,448.53	ZTF6 Near North TIF (4455)		21-43210-301103	11,706.67				
Police Pension	10-0231-301103		1,608,175.15	ZTF8 Eastgate TIF (9543)		23-43230-301103	31,742.61				
City Library	35-59350-301103		833,979.29	ZTF0 Grand & Oakland (xx)		29-43291-301103	75,133.68				
Municipal Band	36-43360-301103		19,018.71	ZTFA SS Redevelopment (xx)		24-43241-301103	12,563.05				
				xxxxx		xx	-				
reconciliation of receipts and recording											
agree w/row 18										4,284,023.30	ok
agree w/row 27										460,372.56	ok
agree w/row 43										116,262.23	ok
agree w/row 48										-	ok
test s/b "0"										-	

Prepared By:
Office of the City Treasurer

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

Oct-24

Div		Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																			
010	LEGISLATIVE	10		3,291	14,743	3,189	4,647	3,292	5,685	4,050	4,930	3,071	7,733			54,630	83,073	83,073	66%
015	EXECUTIVE	10		76,449	90,290	60,400	89,072	146,598	66,762	69,679	94,579	66,179	67,767			827,776	805,181	805,181	103%
016	HUMAN RESOURCES	10		49,062	71,116	54,066	60,773	80,638	51,614	70,473	73,969	67,841	58,058			637,610	740,439	740,439	86%
017	INFORMATION TECHNOLOGIES	10		165,347	195,933	255,318	403,756	179,066	108,433	131,888	305,067	194,403	158,511			2,097,721	2,458,671	2,458,671	85%
018	DATA & COMMUNICATIONS	10		32,807	49,319	28,620	42,588	44,691	49,983	63,492	47,320	32,252	63,434			454,504	544,831	544,831	83%
020	LEGAL	10		103,274	96,973	80,369	75,812	87,782	79,580	86,836	107,706	74,181	120,289			912,802	1,177,617	1,177,617	78%
035	FINANCE	10		144,813	244,173	164,423	181,076	168,767	122,120	119,891	186,764	124,961	172,166			1,629,154	2,030,729	2,030,729	80%
037	PURCHASING	10		23,487	24,897	22,333	17,314	15,039	15,373	15,514	22,681	16,181	16,795			189,613	209,381	209,381	91%
038	CIVIC CENTER	10		40,630	27,740	68,041	63,123	33,983	25,330	54,856	25,800	58,934	58,228			456,665	787,980	787,980	58%
039	CITY GENERAL ADMINISTATIVE	10		715,590	1,356,555	120,193	76,426	186,658	43,845	4,595,933	188,358	89,204	-			7,372,763	7,822,961	7,822,961	94%
040	CENTRAL BUSINESS DISTRICT	10		44,433	27,466	45,939	31,291	48,755	33,966	44,797	40,745	62,212	32,500			412,104	285,000	285,000	145%
Sub Total				1,399,182	2,199,203	902,891	1,045,877	995,270	602,691	5,257,410	1,097,918	789,419	755,480	-	-	15,045,342	16,945,863	16,945,863	89%
Community & Economic Development Services																			
050	PLANNING & SUSTAINABILITY	10		58,945	49,603	43,913	44,234	44,302	40,891	48,532	82,869	59,358	51,527			524,174	713,403	713,403	73%
052	BUILDING INSPECTIONS	10		73,387	102,747	114,398	71,298	70,785	71,100	70,976	103,854	69,362	68,945			816,851	937,622	937,622	87%
053	NEIGHBORHOOD INSPECTIONS	10		84,866	118,021	73,114	80,732	146,188	168,352	175,213	243,643	188,365	197,755			1,476,248	1,767,062	1,767,062	84%
054	REVITALIZATION & HOUSING	10		63,943	76,101	69,209	49,977	59,389	61,618	62,229	110,680	97,468	87,014			737,628	785,991	785,991	94%
055	ECONOMIC DEVELOPMENT	10		70,166	199	23,027	73,948	85	-	-	39,292	8,869	2,088			217,673	305,900	305,900	71%
Sub Total				351,308	346,670	323,661	320,189	320,748	341,960	356,950	580,337	423,423	407,329	-	-	3,772,574	4,509,978	4,509,978	84%
Public Safety																			
065	POLICE	10		1,960,039	3,254,129	2,155,122	2,500,477	1,929,011	1,962,055	5,519,644	2,738,866	2,666,990	3,967,602			28,653,936	33,962,177	33,962,177	84%
070	FIRE	10		1,234,205	1,849,502	1,311,288	1,412,015	1,401,248	1,251,465	4,735,486	1,917,561	2,115,390	3,316,764			20,544,925	24,068,069	24,068,069	85%
Sub Total				3,194,244	5,103,632	3,466,411	3,912,492	3,330,259	3,213,521	10,255,130	4,656,427	4,782,381	7,284,366	-	-	49,198,861	58,030,246	58,030,246	85%
Public Works																			
080	PUBLIC WORKS ADMIN	10		25,845	44,596	29,961	33,375	34,906	35,349	32,123	43,774	35,676	39,451			355,055	437,280	437,280	81%
082	ENGINEERING	10		100,620	154,492	102,899	99,326	103,062	100,054	111,394	145,856	103,128	103,837			1,124,668	1,481,280	1,481,280	76%
083	MUNICIPAL SERVICES	10		347,437	503,885	358,166	357,841	353,854	354,964	361,345	521,933	357,440	352,887			3,869,751	5,302,119	5,302,119	73%
084	STREETS	10		90,920	99,489	105,098	98,557	97,596	104,402	94,994	97,661	116,830	91,686			997,234	1,345,767	1,345,767	74%
086	TRAFFIC & PARKING	10		106,322	145,176	132,477	210,004	146,776	83,114	141,406	269,920	149,151	103,138			1,487,485	1,706,709	1,706,709	87%
088	LAND & BUILDING MGMT	10		32,565	45,099	42,931	54,609	52,275	53,987	43,904	48,789	52,213	47,078			473,448	852,758	852,758	56%
Sub Total				703,708	992,737	771,532	853,713	788,469	731,869	785,167	1,127,933	814,437	738,077	-	-	8,307,642	11,125,913	11,125,913	75%
General Fund Expenditure Total				5,648,443	8,642,241	5,464,494	6,132,271	5,434,746	4,890,041	16,654,657	7,462,615	6,809,660	9,185,252	-	-	76,324,420	90,612,000	90,612,000	84%
Community & Economic Development																			
16	COMMUNITY GRANT	16		-	-	-	7,733	5,044	-	9,195	27,463	13,728	-			63,163	705,800	705,800	9%
17	HOME PROGRAM	17		-	4,004	711	5,311	4,012	5	3,647	4,745	262,637	15,185			300,257	2,539,416	2,539,416	12%
18	CDBG PROGRAM	18		74,588	413,888	19,143	116,583	31,240	27,658	131,556	20,914	104,186	25,410			965,167	4,623,718	4,623,718	21%
22	DUATS	22		34,627	46,523	2,184	2,122	5,555	24,907	4,195	52,407	89,005	8,376			269,900	435,780	435,780	62%
70	PUBLIC TRANSIT	70		218,292	1,585,564	903,792	991,760	841,471	848,912	957,363	893,114	783,303	2,234,269			10,257,840	30,497,405	30,497,405	34%
82	DCDF	82		468	112	176,860	-	-	-	-	-	-	-			177,440	172,045	172,045	103%
84	COMMUNITY REVITALIZATION	84		423,479	1,218,730	248,005	605,190	848,721	1,512,239	387,857	1,965,625	451,131	100,877			7,761,855	7,285,000	7,285,000	107%
88	RECYCLING	88		44,567	91,360	44,132	61,303	59,232	81,820	58,941	63,821	60,677	44,199			610,052	787,956	787,956	77%
Sub Total				796,020	3,360,181	1,394,827	1,790,001	1,795,275	2,495,542	1,552,754	3,028,090	1,764,668	2,428,317	-	-	20,405,674	47,047,120	47,047,120	43%
Redevelopment & TIF																			
19	OLDE TOWNE TIF	19		-	-	-	-	48,693	-	-	-	-	101,976	-	-	150,669	1,087,000	1,087,000	14%
21	WABASH CROSSING TIF	21		-	2,763	663	-	-	-	-	-	-	44,943	-	-	48,369	1,045,000	1,045,000	5%
23	EASTGATE TIF	23		-	-	-	-	-	-	-	-	-	-	-	-	-	350,000	350,000	0%
24	SOUTHSIDE TIF	24		-	-	-	-	-	-	-	-	-	-	-	-	-	51,103	51,103	0%
28	PINES SHOPPING CENTER TIF	28		-	-	-	133,790	-	-	-	-	-	-	-	-	133,790	114,000	114,000	117%
29	GRAND & OAKLAND TIF	29		-	-	-	181,453	-	-	-	-	-	-	-	-	181,453	175,000	175,000	104%
120	CENTRAL TIF	120		-	44,464	1,535	-	-	875	2,160	-	-	178,291			227,325	250,000	250,000	
Sub Total				-	47,227	2,198	315,243	48,693	875	2,160	-	-	325,210	-	-	741,606	3,072,103	3,072,103	24%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

Oct-24

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																		
25	STATE DRUG ACTIVITIES	25	2,666	26,539	18,500	1,738	17,151	-	15,008	51,171	150	4,577			137,500	95,000	95,000	145%
26	DUI COURT FINES	26	1,002	2,548	7,730	8,980	3,824	5,306	1,801	37,345	2,445	950			71,929	107,500	107,500	67%
27	POLICE PROGRAMS/LAB	27	-	-	-	-	-	539	-	-	-	474			1,013	8,500	8,500	12%
30	FEDERAL DRUG ENFORCEMENT	30	2,325	3,097	-	345	2,859	11,252	-	-	-	14,819			34,697	85,000	85,000	41%
37	FOREIGN FIRE INSURANCE	37	5,405	7,328	11,887	16,150	9,411	12,670	9,024	6,920	2,187	6,366			87,348	198,880	198,880	44%
Sub Total			11,397	39,511	38,117	27,213	33,245	29,768	25,834	95,435	4,781	27,185	-	-	332,486	494,880	494,880	67%
Debt Service																		
50	DEBT SERVICE PAYMENTS	50	-	1,339,938	-	-	2,650	58,315	-	205,688	500	-	-	-	1,607,090	2,717,154	2,717,154	59%
Sub Total			-	1,339,938	-	-	2,650	58,315	-	205,688	500	-	-	-	1,607,090	2,717,154	2,717,154	59%
Public Works																		
42	LOCAL MFT PROJECTS	42	130,511	11,765	2,000	7,673	46,361	-	23,127	113,947	111,819	219,445			666,649	2,235,529	2,235,529	30%
44	2018 PROJECT FUND	44	8,175	-	-	150,995	-	-	-	-	-	-			159,170	223,669	223,669	71%
45	CAPITAL PROJECTS	45	5,000	359,485	16,726	17,611	391,644	19,246	406,729	629,657	140,642	627,562			2,614,302	6,004,519	6,004,519	44%
46	STATE MFT PROJECTS	46	440,590	94,376	47,177	32,541	1,011,678	235,211	373,833	408,856	1,489,246	78,975			4,212,484	18,358,871	18,358,871	23%
60	FLEET OPERATIONS	60	141,870	301,523	208,650	199,899	209,337	259,410	201,863	347,873	204,408	198,001			2,272,833	3,162,104	3,162,104	72%
61	EQUIPMENT REPLACEMENT	61	68,444	175,916	439,216	14,995	332,451	59,469	751,343	194,439	476,730	657,205			3,170,208	3,795,799	3,795,799	84%
78	STORM WATER PROJECTS	78	79,536	131,201	80,089	78,217	175,665	65,898	86,709	62,940	76,445	94,817			931,519	2,148,156	2,148,156	43%
79	SEWER PROJECTS	79	547,876	737,892	302,026	638,610	714,901	857,055	817,640	735,131	577,708	364,619			6,293,459	11,421,025	11,421,025	55%
Sub Total			1,422,003	1,812,159	1,095,883	1,140,542	2,882,038	1,496,289	2,661,244	2,492,844	3,076,998	2,240,624	-	-	20,320,623	47,349,672	47,349,672	43%
Library																		
35	LIBRARY OPERATIONS	35	284,964	485,841	339,892	341,222	337,878	326,745	376,820	430,351	373,448	373,797			3,670,958	4,739,984	4,739,984	77%
58	LIBRARY CAPITAL PROJECTS	58	-	54,230	3,000	-	1,922	63,845	359,416	1,300	-	-			483,713	500,000	500,000	97%
59	LIBRARY TRUST FUNDS	59	-	1,831	201	2,322	7,099	2,267	3,466	3,808	4,874	2,023			27,891	75,000	75,000	37%
Sub Total			284,964	541,902	343,093	343,544	346,899	392,857	739,703	435,459	378,322	375,820	-	-	4,182,562	5,314,984	5,314,984	79%
Internal Service and Other																		
34	BUILDING FUND	34	117,532	73,221	40,371	40,921	48,223	75,714	49,382	62,399	53,817	148,551			710,132	747,428	747,428	95%
36	BAND	36	2,855	533	533	533	6,944	15,117	28,526	35,714	533	5,546			96,834	93,001	93,001	104%
40	PEG CAPITAL PROGRAMMING	40	842	2,762	13,196	860	2,741	22,115	6,345	867	870	6,072			56,672	60,660	60,660	93%
64	RISK MANAGEMENT	64	55,869	128,082	28,766	108,711	264,713	20,640	311,024	252,752	21,171	164,044			1,355,773	3,557,261	3,557,261	38%
65	BENEFIT INSURANCE	65	1,092,051	1,062,926	1,133,493	1,112,667	928,237	1,011,119	164,262	1,540,495	1,141,524	1,219,921			10,406,696	14,414,224	14,414,224	72%
77	FIBER OPTICS	77	5,233	14,033	11,521	2,233	17,646	4,733	5,233	5,233	19,331	5,233			90,429	607,663	607,663	15%
85	GRANT FUND	85	-	355,434	169,979	-	360,331	-	849,088	244,639	389,582	320,349			2,689,401	5,212,000	5,212,000	52%
99	AMERICAN RESCUE PLAN	99	50,595	(50,595)	6,592	(6,592)	-	-	-	-	-	-			-	437,000	437,000	0%
Sub Total			1,324,977	1,586,396	1,404,451	1,259,333	1,628,836	1,149,438	1,413,860	2,142,099	1,626,829	1,869,716	-	-	15,405,937	25,129,237	25,129,237	61%
Water Utility																		
80	WATER UTILITY	80	1,207,520	13,730,357	(1,586,490)	1,243,822	1,414,976	1,847,982	1,458,522	4,560,214	1,426,958	1,421,608			26,725,468	38,960,268	38,960,268	69%
81	WATER CAPITAL	81	389,507	617,842	99,044	406,266	63,246	640,050	167,417	339,343	348,932	673,333			3,744,980	12,501,542	12,501,542	30%
86	WATER RESERVE	86	-	-	-	-	-	-	-	-	-	-			-	-	-	-
89	2022 BOND FUND	89	21,324	18,744	36,548	5,616,524	905,218	13,914	592,286	1,111,251	202,265	33,754			8,551,828	11,996,658	11,996,658	71%
Sub Total			1,618,351	14,366,943	(1,450,898)	7,266,613	2,383,439	2,501,946	2,218,226	6,010,808	1,978,155	2,128,694	-	-	39,022,276	63,458,468	63,458,468	61%
Fudiciary Trust & Agency																		
90	FIRE PENSION	90	821,208	819,097	817,612	837,812	846,399	853,654	835,319	876,696	849,211	870,795			8,427,803	9,860,396	9,860,396	85%
91	POLICE PENSION	91	967,489	990,257	982,635	1,001,049	1,127,198	1,200,470	982,364	988,704	991,374	990,448			10,221,987	11,644,032	11,644,032	88%
Sub Total			1,788,697	1,809,354	1,800,246	1,838,861	1,973,597	2,054,123	1,817,683	1,865,400	1,840,585	1,861,243	-	-	18,649,790	21,504,428	21,504,428	87%
Grand Total Expenditures			12,894,852	33,545,851	10,092,411	20,113,622	16,529,418	15,069,194	27,086,119	23,738,436	17,480,497	20,442,063	-	-	196,992,463	306,700,047	306,700,047	64%

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Current Year													
Water Bill Count													
Original Bills													
Residential	28,260	25,693	24,511	27,833	27,488	23,847	28,982	26,533	23,806	28,883			265,836
Industrial	30	30	30	30	30	30	30	30	30	30			300
Commercial	2,781	2,589	2,438	2,874	2,769	2,377	2,961	2,672	2,383	2,950			26,794
Total	31,071	28,312	26,979	30,737	30,287	26,254	31,973	29,235	26,219	31,863	-	-	292,930
Delinquent Bills													
Residential	8,084	7,525	6,981	7,713	8,245	6,814	7,589	8,369	7,070	8,354			76,744
Industrial	426	-	-	-	-	-	-	-	-	-			426
Commercial	-	406	399	439	461	416	445	477	427	433			3,903
Total	8,510	7,931	7,380	8,152	8,706	7,230	8,034	8,846	7,497	8,787	-	-	81,073
Total Bill Count	39,581	36,243	34,359	38,889	38,993	33,484	40,007	38,081	33,716	40,650	-	-	374,003
Cubit Feet Consumption Billed													
Residential	11,720,126	11,275,137	9,421,328	11,184,127	11,338,855	10,711,472	14,299,726	12,342,855	10,938,804	12,787,513			116,019,943
Industrial	35,671,234	37,822,224	38,317,859	42,950,552	41,059,734	42,277,307	45,150,755	42,246,840	42,838,966	46,776,486			415,111,957
Commercial	9,294,639	10,624,499	9,030,487	10,697,102	10,393,216	11,141,782	14,408,355	13,270,290	12,557,009	13,303,445			114,720,824
Total	56,685,999	59,721,860	56,769,674	64,831,781	62,791,805	64,130,561	73,858,836	67,859,985	66,334,779	72,867,444	-	-	645,852,724
Water Shut Offs	665	702	720	755	719	692	780	871	824	849			7,577
Customer Service Telephone Calls	5,096	4,602	4,270	5,089	5,133	4,483	5,257	5,577	4,857	5,163			49,527
Water Billed \$													
Residential	798,585	754,163	652,315	766,784	779,679	741,641	967,803	845,088	752,300	883,507			\$ 7,941,866
Industrial	1,099,425	1,153,979	1,161,864	1,281,566	1,227,377	1,301,791	1,379,618	1,301,698	1,318,373	1,420,048			\$ 12,645,739
Commercial	561,719	600,856	525,703	618,649	611,606	626,975	788,163	727,266	682,059	746,143			\$ 6,489,138
Total	\$ 2,459,729	\$ 2,508,998	\$ 2,339,882	\$ 2,666,999	\$ 2,618,662	\$ 2,670,407	\$ 3,135,584	\$ 2,874,052	\$ 2,752,732	\$ 3,049,698	\$ -	\$ -	\$ 27,076,743
Penalty \$													\$ -
Total Billed	\$ 2,459,729	\$ 2,508,998	\$ 2,339,882	\$ 2,666,999	\$ 2,618,662	\$ 2,670,407	\$ 3,135,584	\$ 2,874,052	\$ 2,752,732	\$ 3,049,698	\$ -	\$ -	\$ 27,076,743
Raw Water Gallonage Billed													
Gallons	441,830,000	382,650,000	399,820,000	406,570,000	401,380,000	412,220,000	410,690,000	420,870,000	417,890,000	391,040,000			4,084,960,000
\$ Billed	146,422	126,810	132,500	134,737	133,017	140,979	140,456	143,938	142,918	133,736			\$ 1,375,514
Water Billed vs Cash Receipts													
Billed \$	2,620,602	2,650,751	2,486,730	2,815,932	2,766,381	2,823,800	3,292,201	3,036,910	2,910,484	3,200,048			\$ 28,603,839
Cash Revenue \$	2,649,090	2,609,314	2,643,097	2,741,865	2,773,894	2,747,477	3,144,603	3,132,436	3,005,003	3,200,164			\$ 28,646,944
% Cash to Billed	101%	98%	106%	97%	100%	97%	96%	103%	103%	100%	-	-	100.2%

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Fiscal Year 2023													
Water Bill Count													
Original Bills													
Residential	26,045	24,570	29,767	23,486	27,914	27,623	24,806	28,452	25,046	26,432	26,432	25,588	316,161
Industrial	30	30	30	30	30	30	30	30	30	30	30	30	360
Commercial	2,641	2,459	2,980	2,327	2,848	2,736	2,543	2,825	2,533	2,661	2,661	2,636	31,850
Total	28,716	27,059	32,777	25,843	30,792	30,389	27,379	31,307	27,609	29,123	29,123	28,254	348,371
Delinquent Bills													
Residential	7,399	6,442	7,841	7,395	8,062	8,390	7,378	8,297	7,205	8,602	8,202	7,214	92,427
Industrial	-	-	1	-	-	-	-	3	1	4	1	2	12
Commercial	452	365	412	440	442	468	436	489	432	419	421	398	5,174
Total	7,851	6,807	8,254	7,835	8,504	8,858	7,814	8,789	7,638	9,025	8,624	7,614	97,613
Total Bill Count	36,567	33,866	41,031	33,678	39,296	39,247	35,193	40,096	35,247	38,148	37,747	35,868	445,984
Cubit Feet Consumption Billed													
Residential	11,188,618	10,200,018	11,145,560	9,392,331	11,660,439	14,027,948	12,792,379	14,091,977	12,162,833	11,877,691	11,839,826	10,232,413	140,612,033
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	34,398,294	36,801,920	486,058,429
Commercial	9,746,511	9,514,979	9,436,568	9,120,088	10,929,619	12,302,395	13,594,330	13,876,283	12,946,508	11,911,327	11,911,327	9,344,780	134,634,715
Total	62,687,459	65,245,229	59,879,847	61,081,658	62,751,346	67,672,005	68,487,397	70,805,143	69,979,221	58,187,312	58,149,447	56,379,113	761,305,177
Water Shut Offs	397	578	624	533	634	650	634	808	666	772	676	643	7,615
Customer Service Telephone Calls	4,761	4,507	5,297	5,109	5,247	5,019	4,899	5,385	4,741	5,093	4,864	4,430	59,352
Water Billed \$													
Residential	708,003	655,213	731,925	610,259	759,666	913,072	832,153	919,911	797,501	793,273	789,434	709,430	\$ 9,219,839
Industrial	1,180,971	1,274,432	1,120,980	1,205,209	1,149,778	1,247,274	1,268,502	1,286,198	1,335,848	1,068,491	1,068,491	1,131,330	\$ 14,337,505
Commercial	528,986	512,087	537,369	495,104	599,953	668,554	701,348	734,623	687,941	651,868	651,732	553,134	\$ 7,322,698
Total	\$ 2,417,959	\$ 2,441,732	\$ 2,390,274	\$ 2,310,573	\$ 2,509,397	\$ 2,828,900	\$ 2,802,002	\$ 2,940,731	\$ 2,821,290	\$ 2,513,632	\$ 2,509,658	\$ 2,393,893	\$ 30,880,042
Penalty \$	\$ 12,660	\$ 12,183	\$ 28,499	\$ 11,727	\$ 13,408	\$ 14,964	\$ 16,539	\$ 17,272	\$ 15,545	\$ 17,110	\$ 17,038	\$ 43,529	\$ 220,474
Total Billed	\$ 2,430,619	\$ 2,453,914	\$ 2,418,774	\$ 2,322,300	\$ 2,522,805	\$ 2,843,863	\$ 2,818,541	\$ 2,958,003	\$ 2,836,835	\$ 2,530,743	\$ 2,526,696	\$ 2,437,422	\$ 31,100,516
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	440,770	447,970	5,226,070
\$ Billed	130,629	134,580	120,195	128,738	132,577	149,733	161,183	159,838	134,952	146,071	146,071	148,457	\$ 1,693,024
Water Billed vs Cash Receipts													
Billed \$	2,561,248	2,588,495	2,538,233	2,451,038	2,655,382	2,993,596	2,979,724	3,117,841	2,971,781	2,676,814	2,672,767	2,585,880	\$ 32,792,800
Cash Revenue \$	2,618,861	2,624,376	2,556,057	2,435,294	2,689,707	2,751,289	3,022,893	3,160,336	2,943,570	2,756,312	2,775,594	2,613,860	\$ 32,948,149
% Cash to Billed	102%	101%	101%	99%	101%	92%	101%	101%	99%	103%	104%	101%	100.5%

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: Oct-24

		Current Year Staffing Levels											
	Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Full Time Staffing													
City Manager's Office & City Clerk	4	4	4	4	4	4	4	4	4	4	4	-	-
Data & Communications	3	3	3	3	3	3	3	3	3	3	3	-	-
Transit	10	11	11	11	11	11	11	11	11	11	11	-	-
Facilities	2	1	1	1	1	1	1	1	1	1	1	-	-
Finance/Purchasing/Water Cust. Serv.	24	22	23	23	23	22	21	23	22	25	23	-	-
Human Resources	4	4	4	4	4	4	4	4	4	4	4	-	-
Information Technology	9	9	9	9	9	10	10	10	10	10	10	-	-
Legal	7	6	7	7	7	7	7	7	7	7	7	-	-
Economic & Community Dev	27	24	25	25	25	25	25	26	24	25	25	-	-
Public Safety	269	255	253	253	250	254	252	254	257	263	256	-	-
Public Works	116	106	110	110	109	108	106	109	110	111	112	-	-
Total Full Time	475	445	450	450	446	449	444	452	453	464	456	-	-
Part Time Staffing													
City Manager's Office	-	2	1	1	1	1	1	1	1	1	1	-	-
Transit	-	-	-	-	-	-	-	-	-	-	-	-	-
City Council - Legislative	7	7	7	7	7	7	7	7	7	7	7	-	-
Finance and Purchasing	-	2	2	2	2	1	2	2	2	2	2	-	-
Human Resources	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology	-	1	1	1	1	1	1	1	1	1	1	-	-
Legal	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic & Community Dev	-	1	1	1	1	1	2	2	1	1	1	-	-
Police	-	2	2	2	2	2	2	2	2	2	2	-	-
Fire	-	1	1	1	1	2	2	2	2	2	2	-	-
Public Works	-	-	-	1	2	14	13	13	6	1	1	-	-
Total Temporary	7	16	15	16	17	29	30	30	22	17	17	-	-
Total City Staff Headcount	482	461	465	466	463	478	474	482	475	481	473	-	-

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: Oct-24

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

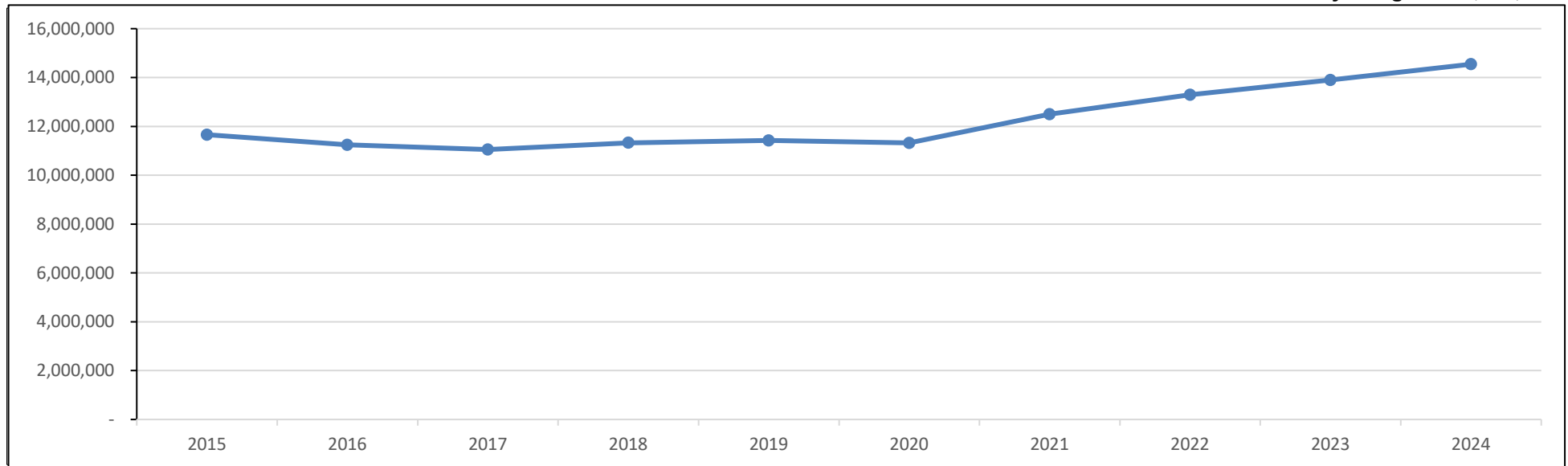
Note: Above report includes all Full Time W-2 EE's

STATE SALES TAX

Home

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	963,009	946,811	902,833	882,653	984,872	984,354	936,318	1,033,684	1,168,660	1,167,816
FEBRUARY	941,678	904,631	899,838	917,921	935,303	955,006	882,140	1,075,306	1,127,485	1,224,877
MARCH	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,269,776	1,289,943	1,360,748
APRIL	857,417	824,458	789,769	840,607	801,923	850,408	909,469	938,656	1,033,077	1,125,506
MAY	877,404	867,538	837,972	819,180	845,440	849,934	864,919	913,545	1,002,240	1,065,619
JUNE	978,888	940,736	957,693	978,292	975,295	909,787	1,179,406	1,149,425	1,144,522	1,238,496
JULY	944,686	887,325	906,452	942,693	968,093	858,962	1,082,746	1,135,529	1,152,092	1,175,943
AUGUST	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,201,374	1,182,257	1,222,864	1,272,387
SEPTEMBER	1,006,626	994,684	953,644	978,357	930,277	972,693	1,113,247	1,207,478	1,200,298	1,205,609
OCTOBER	991,641	933,239	891,372	943,494	979,187	974,990	1,069,252	1,042,274	1,154,653	1,200,817
NOVEMBER	1,003,087	962,595	934,414	991,142	967,297	940,548	1,087,116	1,178,594	1,242,689	1,297,322
DECEMBER	976,633	916,175	935,863	935,419	930,430	967,339	1,058,332	1,166,847	1,159,563	1,209,593

TOTALS	11,654,760	11,241,506	11,052,132	11,328,832	11,423,564	11,322,169	12,500,091	13,293,370	13,898,087	14,544,732
								Year in Play Budget		14,649,000

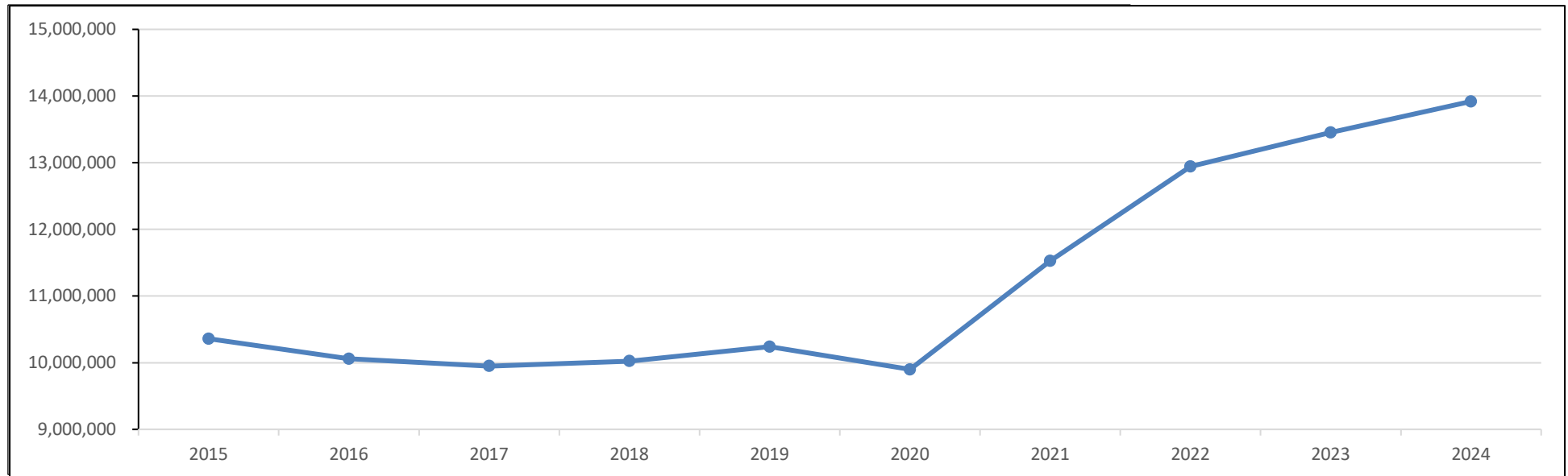


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

LOCAL SALES TAX

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	889,089	848,993	818,066	807,770	892,334	880,608	840,697	1,006,392	1,157,380	1,108,301
FEBRUARY	863,243	833,995	838,995	837,288	864,722	856,677	781,469	1,041,267	1,134,252	1,197,957
MARCH	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	1,201,515	1,246,328	1,276,139
APRIL	739,805	703,472	702,734	712,309	698,869	734,157	813,655	858,286	954,992	1,052,683
MAY	764,685	744,767	729,878	716,975	739,341	727,854	776,379	858,911	947,436	991,154
JUNE	832,374	840,488	855,602	852,317	858,115	765,429	1,102,858	1,112,269	1,063,989	1,152,207
JULY	833,551	791,839	814,658	807,532	860,421	735,614	1,046,496	1,094,284	1,106,303	1,126,031
AUGUST	906,467	867,107	877,154	909,719	920,833	834,535	1,045,456	1,170,493	1,174,733	1,255,941
SEPTEMBER	911,765	904,129	852,928	890,655	873,345	873,669	1,046,584	1,169,467	1,162,413	1,165,146
OCTOBER	875,986	822,711	779,788	836,215	868,200	865,615	1,013,580	1,099,159	1,103,324	1,145,831
NOVEMBER	882,605	854,078	835,747	866,834	875,836	819,660	1,048,702	1,201,140	1,299,459	1,318,917
DECEMBER	860,119	810,233	849,336	827,137	824,656	845,741	1,018,861	1,130,587	1,102,031	1,129,130

TOTALS	10,359,805	10,058,133	9,950,270	10,024,104	10,239,908	9,899,988	11,527,023	12,943,770	13,452,640	13,919,436
								Year in Play Budget		13,942,000



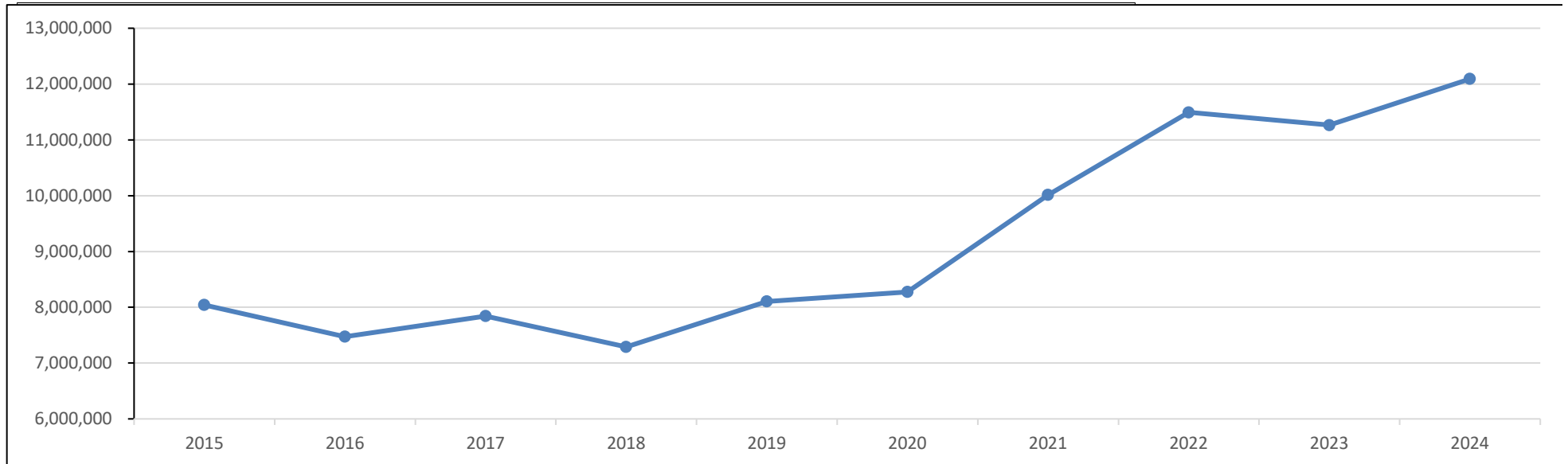
Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

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

STATE INCOME TAX

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	852,700	912,628	851,716	578,461	631,574	696,621	807,110	960,878	1,049,580	1,124,788
FEBRUARY	-	-	-	837,319	759,834	717,710	853,298	1,198,126	1,037,782	1,064,296
MARCH	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	519,319	614,640	691,752
APRIL	925,184	822,346	-	646,373	734,870	783,855	937,702	1,109,452	989,236	1,092,150
MAY	403,609	476,082	396,235	1,044,019	1,528,635	767,466	1,280,911	2,238,522	1,696,424	1,887,248
JUNE	824,784	1,774,951	764,129	482,298	477,387	475,376	1,123,868	657,580	795,466	808,845
JULY	1,364,531	-	1,547,903	652,113	713,920	754,878	1,008,212	1,110,107	1,059,801	1,176,708
AUGUST	566,667	496,310	698,009	478,694	511,760	1,032,080	566,126	571,768	696,542	786,227
SEPTEMBER	1,263,519	1,120,799	727,037	467,186	452,932	584,790	597,861	621,357	632,222	617,227
OCTOBER	-	-	599,068	726,093	808,115	846,827	1,086,453	1,137,578	1,222,083	1,318,007
NOVEMBER	441,918	450,551	450,852	522,953	527,420	572,208	622,816	720,354	823,188	853,245
DECEMBER	776,691	665,793	396,923	433,456	498,389	506,596	539,685	646,330	646,766	670,381

TOTALS	8,039,696	7,470,934	7,843,458	7,289,905	8,102,353	8,272,095	10,012,130	11,491,369	11,263,730	12,090,873
								Year in Play Budget		11,675,000



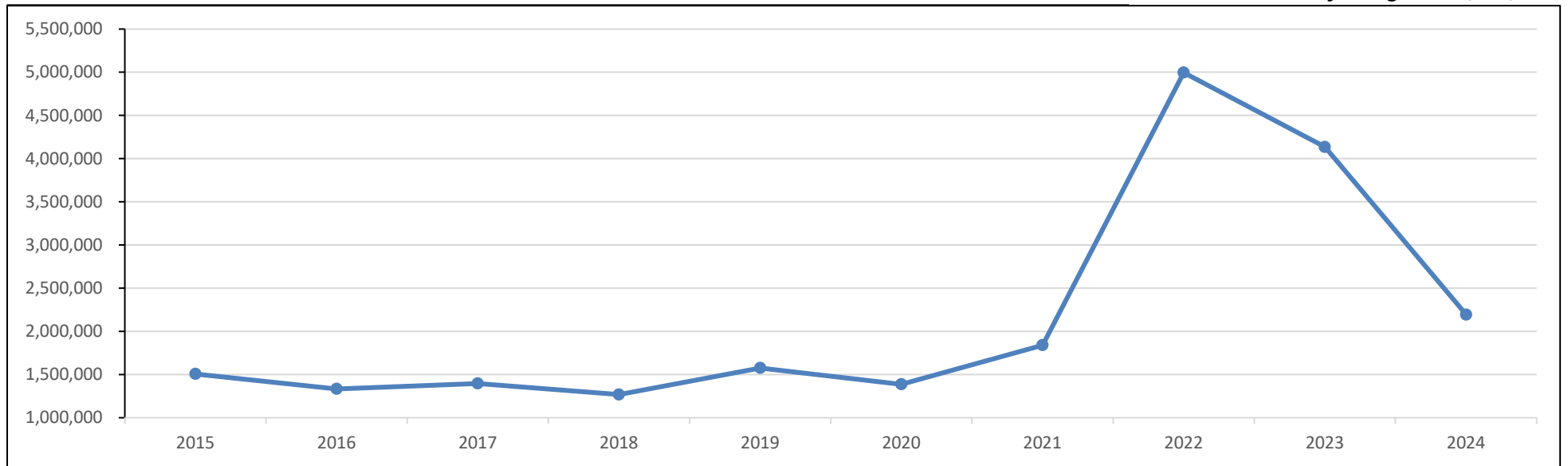
Schedule presents State LGDF distribution

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

PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	202,878	195,051	217,463	143,616	153,006	226,930	238,599	489,253	699,404	410,703
FEBRUARY	717	-	-	-	-	-	-	-	-	-
MARCH	70,137	83,788	147,880	132,622	67,368	45,114	86,205	654,576	386,908	257,650
APRIL	364,335	271,921	352,780	260,085	301,619	311,508	402,800	743,040	551,668	173,481
MAY	293,618	219,695	227,189	269,213	365,884	199,155	519,099	997,471	893,076	403,600
JUNE	2,501	12,343	-	-	3,173	-	-	3,546	-	-
JULY	238,695	239,680	239,384	206,222	217,352	206,917	378,262	718,801	719,448	467,288
AUGUST	32,169	27,902	10,712	20,842	26,075	152,903	48,103	82,065	116,408	67,357
SEPTEMBER	2,356	4,554	-	-	-	-	26,897	21,828	-	-
OCTOBER	239,950	218,004	160,071	190,221	376,967	193,839	2,246	968,179	598,448	274,131
NOVEMBER	-	1,876	-	-	1,332	-	6,015	-	-	-
DECEMBER	58,604	58,514	42,179	46,033	62,824	50,168	131,241	317,059	170,202	139,503

TOTALS	1,505,959	1,333,328	1,397,658	1,268,855	1,575,600	1,386,533	1,839,468	4,995,818	4,135,561	2,193,712
								Year in Play Budget		3,339,000

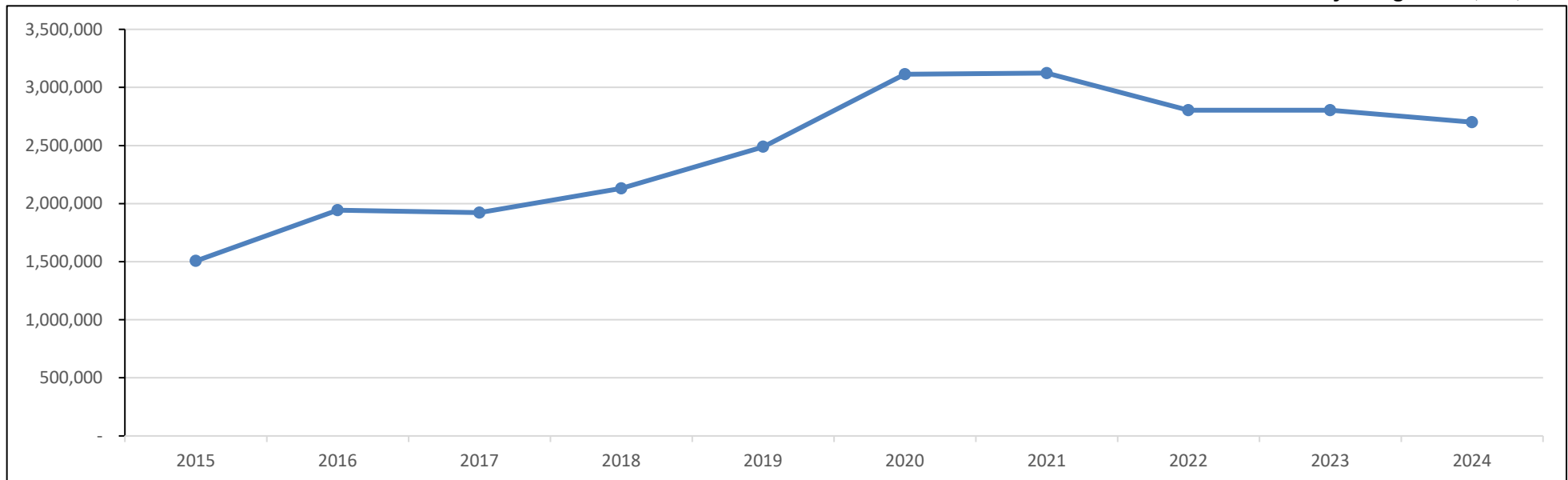


Schedule presents State distribution of PPRT. Recorded by City in city general fund (77.2%) and city library fund (22.8%) in accordance with state statutes

LOCAL USE TAX

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	136,569	295,435	159,854	166,257	205,607	244,618	301,148	215,409	253,475	241,131
FEBRUARY	129,837	146,086	155,199	192,590	227,498	229,171	320,911	253,062	267,197	251,921
MARCH	196,801	208,903	241,170	243,593	275,101	314,455	452,845	320,769	323,206	292,406
APRIL	69,628	128,350	139,319	145,000	159,583	217,745	222,022	212,726	226,274	174,994
MAY	135,902	130,832	131,114	149,116	183,842	189,224	197,971	205,377	208,488	196,738
JUNE	143,287	153,738	170,503	180,080	208,996	240,704	253,092	240,875	257,890	238,999
JULY	140,649	149,743	146,418	157,169	197,817	254,820	229,947	192,903	215,778	212,527
AUGUST	133,971	145,710	147,521	171,381	198,672	283,392	211,651	219,932	213,410	205,092
SEPTEMBER	-	164,340	156,033	183,541	201,970	286,103	241,230	248,103	160,202	197,869
OCTOBER	-	130,791	149,381	178,049	207,636	289,306	224,653	216,541	225,763	203,331
NOVEMBER	-	142,584	158,864	169,331	198,926	275,488	237,138	224,900	214,136	229,985
DECEMBER	419,237	146,571	167,420	194,248	222,795	287,411	231,030	252,890	237,674	255,266

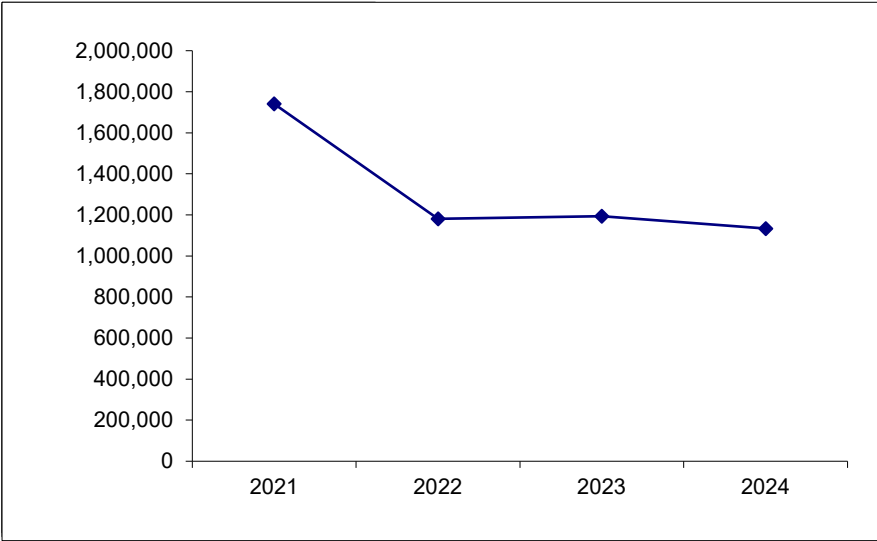
TOTALS	1,505,880	1,943,083	1,922,796	2,130,355	2,488,443	3,112,435	3,123,637	2,803,488	2,803,492	2,700,258
								Year in Play Budget		3,011,000



Schedule presents State distribution of Use Tax.

LOCAL TELEPHONE UTILITY TAX

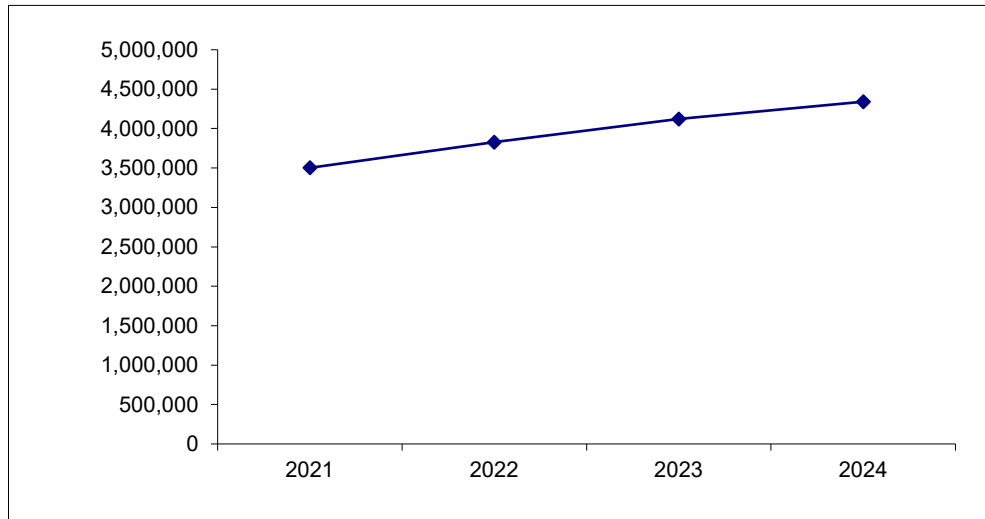
MONTH	2021	2022	2023	2024
JANUARY	585,430	99,599	100,718	97,646
FEBRUARY	105,214	94,273	101,222	91,030
MARCH	97,810	97,801	121,496	93,389
APRIL	91,598	95,983	107,186	91,487
MAY	97,948	94,162	89,187	92,439
JUNE	129,008	97,606	93,766	95,386
JULY	101,474	95,378	89,855	93,218
AUGUST	111,428	98,967	94,549	93,093
SEPTEMBER	108,598	87,617	91,316	92,082
OCTOBER	103,735	116,632	91,984	77,029
NOVEMBER	105,524	99,450	114,953	117,152
DECEMBER	102,715	103,560	97,923	99,796
TOTALS	1,740,483	1,181,029	1,194,155	1,133,747
			Current Budget	1,217,000



Projected Revenues

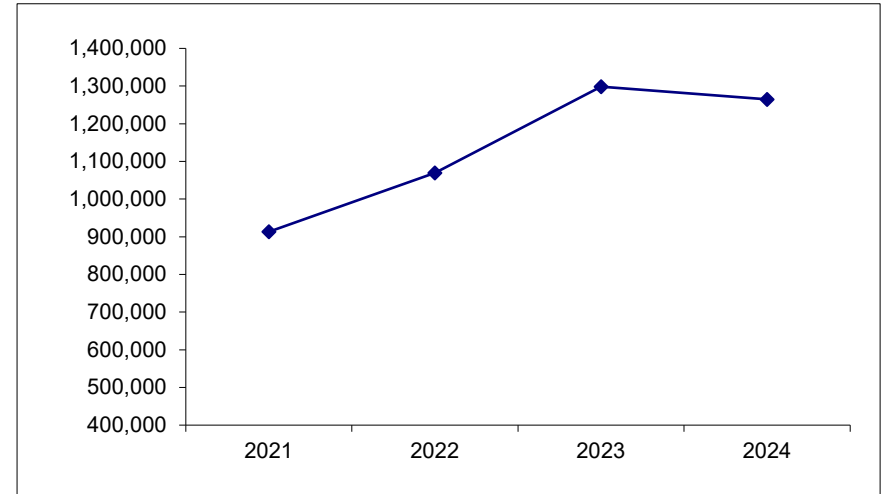
LOCAL FOOD & BEVERAGE TAX

MONTH	2021	2022	2023	2024
JANUARY	259,733	325,939	349,168	365,811
FEBRUARY	237,003	268,346	310,308	304,849
MARCH	251,710	254,687	314,152	325,079
APRIL	316,741	328,645	344,283	369,792
MAY	302,025	320,770	356,811	351,781
JUNE	314,701	345,385	348,084	383,528
JULY	295,357	338,253	362,797	394,950
AUGUST	307,177	344,233	361,840	359,532
SEPTEMBER	345,458	318,028	356,626	367,354
OCTOBER	112,289	326,439	336,711	364,350
NOVEMBER	460,845	323,232	343,975	381,599
DECEMBER	299,194	333,647	335,562	372,266
TOTALS	3,502,233	3,827,604	4,120,318	4,340,892
			Current Budget	4,571,000



LOCAL HOTEL & MOTEL TAX

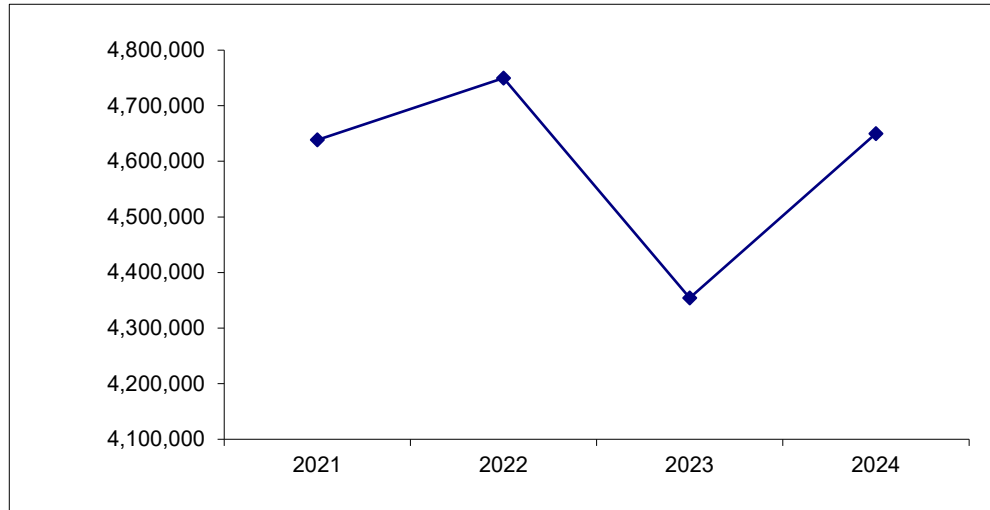
MONTH	2021	2022	2023	2024
JANUARY	45,696	62,215	71,531	69,918
FEBRUARY	38,938	70,247	89,816	70,454
MARCH	46,068	65,323	74,851	64,019
APRIL	61,645	76,916	111,415	106,694
MAY	64,188	76,544	78,123	120,452
JUNE	80,612	95,446	114,607	132,888
JULY	82,463	104,261	112,386	117,509
AUGUST	96,057	91,208	124,206	117,815
SEPTEMBER	132,160	114,943	159,762	120,172
OCTOBER	39,548	101,643	142,033	120,933
NOVEMBER	147,855	120,882	116,698	118,999
DECEMBER	78,023	89,647	102,974	105,004
TOTALS	913,254	1,069,274	1,298,403	1,264,855
			Current Budget	1,324,000



Projected Revenues

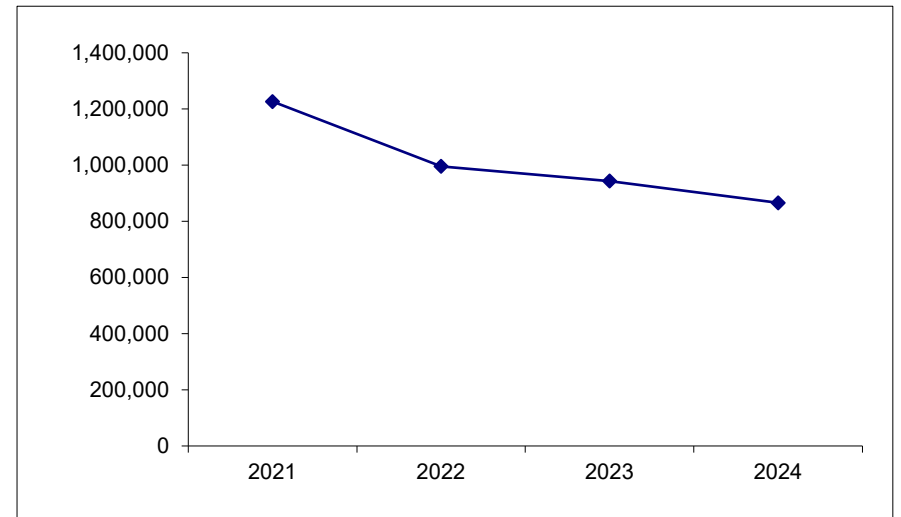
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2021	2022	2023	2024
JANUARY	387,338	451,232	494,772	-
FEBRUARY	-	-	511,814	410,027
MARCH	964,355	1,170,976	459,507	491,881
APRIL	406,775	453,756	411,867	848,133
MAY	369,203	376,488	357,677	379,750
JUNE	348,848	327,903	307,264	317,704
JULY	338,442	311,731	273,044	374,376
AUGUST	338,344	323,917	277,163	354,321
SEPTEMBER	375,057	323,685	319,748	372,023
OCTOBER	372,509	316,968	310,248	376,713
NOVEMBER	324,568	318,048	291,359	334,703
DECEMBER	413,270	375,073	339,785	390,332
TOTALS	4,638,709	4,749,776	4,354,248	4,649,964
			Current Budget	5,002,000



LOCAL CABLE TV TAX

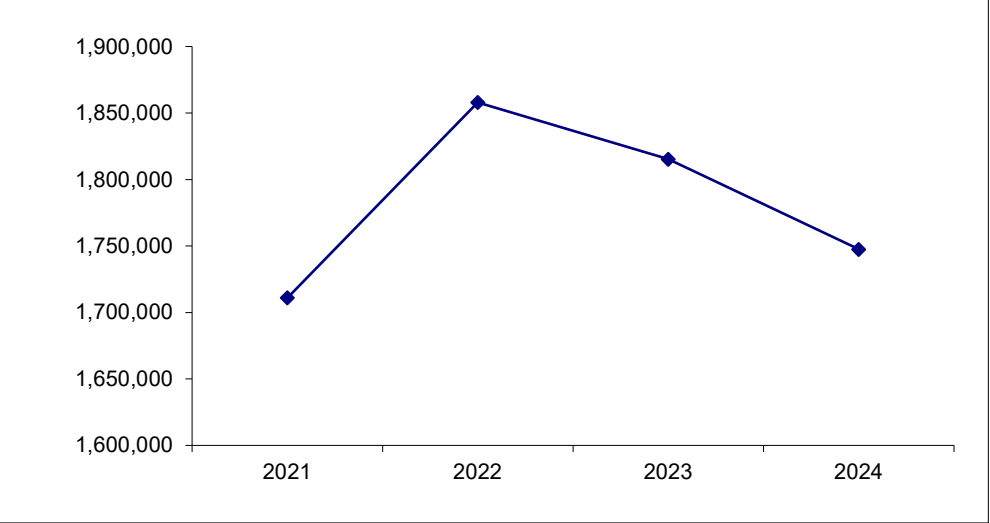
MONTH	2021	2022	2023	2024
JANUARY	115,677	13,687	11,674	10,413
FEBRUARY	248,600	235,066	228,468	210,193
MARCH	-	-	-	-
APRIL	14,722	12,982	-	9,672
MAY	238,382	245,500	241,582	204,165
JUNE	-	-	-	-
JULY	-	-	10,736	-
AUGUST	252,130	254,979	224,680	195,602
SEPTEMBER	-	-	-	-
OCTOBER	-	-	10,312	-
NOVEMBER	254,330	233,712	215,736	235,821
DECEMBER	102,715	-	-	-
TOTALS	1,226,555	995,925	943,187	865,867
			Current Budget	1,031,000



Projected Revenues

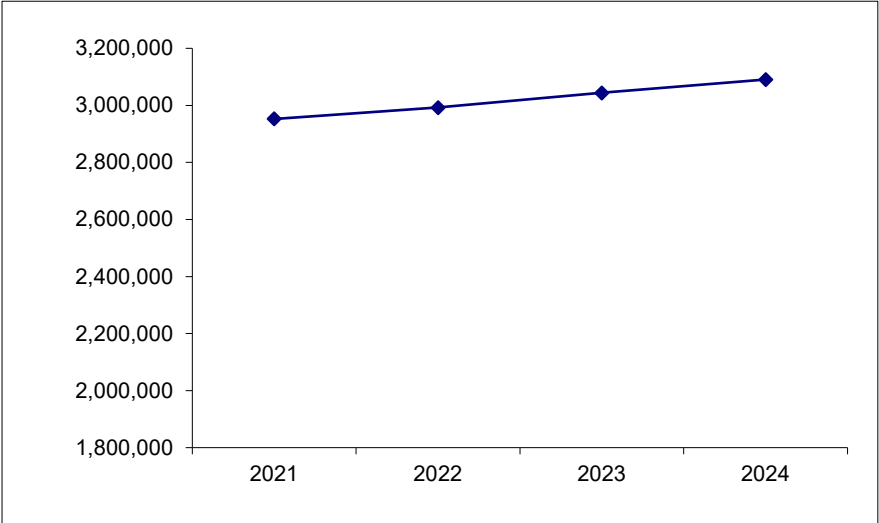
LOCAL MOTOR FUEL TAX

MONTH	2021	2022	2023	2024
JANUARY	137,973	155,334	154,093	127,282
FEBRUARY	116,174	146,251	142,970	155,267
MARCH	137,669	125,153	138,333	106,685
APRIL	141,621	142,456	150,252	157,234
MAY	143,395	147,235	147,736	147,473
JUNE	146,898	162,643	163,482	166,102
JULY	145,659	164,199	168,250	135,720
AUGUST	150,514	166,136	151,650	158,490
SEPTEMBER	151,331	173,019	154,583	148,184
OCTOBER	52,940	162,198	148,377	139,352
NOVEMBER	239,007	162,085	149,939	152,833
DECEMBER	147,717	151,229	145,591	152,833
TOTALS	1,710,898	1,857,939	1,815,258	1,747,457
			Current Budget	1,834,000



STATE MOTOR FUEL TAX

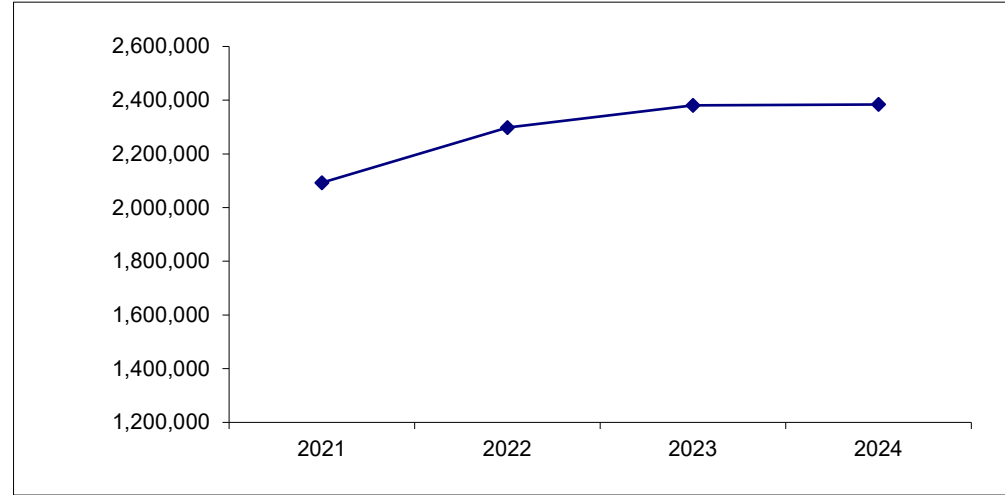
MONTH	2021	2022	2023	2024
JANUARY	252,696	283,072	275,250	275,245
FEBRUARY	220,266	258,944	220,663	235,090
MARCH	208,011	178,756	225,950	263,008
APRIL	215,526	253,405	219,333	230,465
MAY	250,786	255,437	250,551	253,637
JUNE	248,729	256,227	254,697	246,458
JULY	255,517	265,264	264,536	270,657
AUGUST	253,309	259,754	251,674	267,644
SEPTEMBER	274,663	249,395	262,001	284,706
OCTOBER	263,188	252,007	277,605	274,875
NOVEMBER	242,427	239,391	249,118	244,417
DECEMBER	267,134	240,655	292,462	244,417
TOTALS	2,952,253	2,992,307	3,043,839	3,090,617
			Current Budget	2,933,000



Projected Revenues

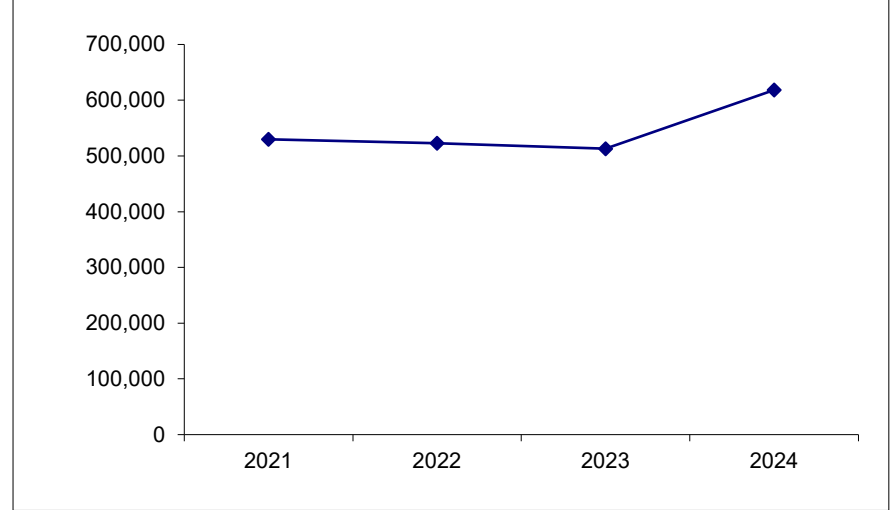
STATE VIDEO GAMING TAX

MONTH	2021	2022	2023	2024
JANUARY	85,531	186,950	187,712	186,224
FEBRUARY	-	194,055	194,632	196,329
MARCH	85,407	165,854	192,027	170,364
APRIL	176,056	170,074	196,183	196,168
MAY	257,275	230,570	233,599	226,183
JUNE	244,343	217,794	208,034	213,948
JULY	223,954	197,376	214,828	206,141
AUGUST	208,113	183,024	191,592	188,197
SEPTEMBER	217,309	190,168	196,948	198,173
OCTOBER	203,717	182,080	188,283	200,227
NOVEMBER	196,248	191,184	190,493	202,872
DECEMBER	194,733	189,255	186,923	199,071
TOTALS	2,092,686	2,298,383	2,381,255	2,383,897
			Current Budget	2,536,000



LOCAL LIQUOR LICENSE FEE

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



Financial Management

DATE: 11/18/2024

MEMO:

TO: Honorable Mayor Moore Wolfe and
City Council Members

FROM: Tim Gleason, City Manager
Ruby James, City Treasurer & Chief Financial Officer

SUBJECT:
Public Hearing in the Matter of the 2025 Budget

SUMMARY RECOMMENDATION: A public hearing is required for adoption and appropriation of the City of Decatur's Budget.

BACKGROUND:

City Council opens a public hearing for public comment on the proposed 2025 budget, conducts the public hearing, and upon completion, closes the public hearing.

The City Manager presented the proposed 2025 City Manager's Budget to City Council members at Council Study Session on October 14, 2024. The budget document has been available for public inspection since October 4, 2024, on the City Web Site and in hard copy form in the City Clerk's and City Treasurer's Office.

On November 9, 2024, the city published a notification in the Decatur Herald & Review newspaper of a public hearing in the matter of the annual budget ordinance to be held at the council meeting on November 18, 2024.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Ruby James, City Treasurer and Chief Financial Officer Anthony Cooling, Budget and Revenue Officer

ATTACHMENTS:

Description	Type
Budget 2025 Fund Balances and Budget Changes	Backup Material



City of Decatur, Illinois
Budget
Fund Revenue & Expenditure Summary

<i>Fund</i>	<i>Fund Name</i>	<i>Projected Starting Fund Balance</i>	<i>Interfund Loan Repayment</i>	<i>Revenue</i>	<i>Expense</i>	<i>Surplus (Deficit)</i>	<i>Projected Ending Fund Balance</i>
10	General Fund	22,120,846	-	96,126,000	96,126,000	0	22,120,846
	Special Public Safety Funds						
25	Police State Drug Enforcement	392,691	-	103,700	95,000	8,700	401,391
26	Police DUI Fines & Fees	169,844	-	107,600	107,500	100	169,944
27	Police Lab & Programs	192,019	-	5,800	8,500	(2,700)	189,319
30	Police Federal Drug Enforcement	372,072	-	86,000	85,000	1,000	373,072
37	Foreign Fire Insurance Tax	352,252	-	203,300	348,300	(145,000)	207,252
	Total Special Public Safety Funds	1,478,878	-	506,400	644,300	(137,900)	1,340,978
	TIF Economic Development Funds						
19	TIF Old Towne	-	-	-	-	-	-
120	TIF Central	-	-	400,000	400,000	-	-
21	TIF Wabash Crossing	820,000	-	400,000	520,000	(120,000)	700,000
23	TIF Eastgate	284,944	-	389,000	389,000	-	284,944
24	TIF South Side	273,192	-	81,500	20,000	61,500	334,692
28	TIF Pines Shopping	53,267	-	100,000	150,000	(50,000)	3,267
29	TIF Grand & Oakland	186,770	-	220,600	180,000	40,600	227,370
	Total TIF Funds	1,618,172	-	1,591,100	1,659,000	(67,900)	1,550,272
	Community Development Funds						
16	Community Grants	327,183	-	762,000	773,590	(11,590)	315,593
17	HOME	1,319,064	-	3,929,083	3,101,083	828,000	2,147,064
18	CDBG	8,745	-	4,103,800	3,958,800	145,000	153,745
82	DCDF	-	-	-	-	-	-
84	Community Revitalization	-	-	2,715,000	2,715,000	-	-
	Total Community Development Funds	1,654,992	-	11,509,883	10,548,473	961,410	2,616,402
	Enterprise Funds						
70	Transportation Services	1,816,010	-	34,637,327	31,372,947	3,264,380	5,080,390
77	Fiber Optics	832,915	-	101,337	806,867	(705,530)	127,385
78	Public Works Storm Water	3,695,148	-	2,386,656	2,964,504	(577,848)	3,117,300
79	Public Works Sewer	11,979,392	-	17,065,000	18,122,160	(1,057,160)	10,922,232
80	Public Works Water Operating	6,683,837	-	35,583,904	39,174,434	(3,590,530)	3,093,307
81	Public Works Water Capital	3,865,960	181,816	18,288,754	18,492,702	(203,948)	3,843,828
86	Public Works Water Reserve	6,000,000	-	-	-	-	6,000,000
88	Recycling	113,762	-	769,488	769,488	-	113,762
89	2022 Bond Fund	12,771,178	-	365,000	8,486,332	(8,121,332)	4,649,846
	Total Enterprise Funds	47,758,203	181,816	109,197,466	120,189,434	(10,991,968)	36,948,051



City of Decatur, Illinois
Budget
Fund Revenue & Expenditure Summary

Fund	Fund Name	Projected Starting Fund Balance	Interfund Loan Repayment	Revenue	Expense	Surplus (Deficit)	Projected Ending Fund Balance
Internal Service Funds							
34	Building Fund	531,091	-	778,583	742,595	35,988	567,079
60	Fleet Maintenance	1,397,751	-	3,574,395	3,004,944	569,451	1,967,202
64	Risk Management	5,250,497	-	3,730,880	3,737,276	(6,396)	5,244,101
65	Benefit Insurance Fund	1,149,583	-	15,757,466	15,195,372	562,094	1,711,677
Total Internal Service Funds		8,328,922	-	23,841,324	22,680,187	1,161,137	9,490,059
Capital Project Funds							
42	Local Roads & Streets	2,029,202	-	1,851,000	2,625,000	(774,000)	1,255,202
44	2018 Bond Project	-	-	-	-	-	-
45	Capital Project	2,117,261	-	1,024,137	887,138	136,999	2,254,260
46	State Motor Fuel Tax	6,133,423	-	14,655,000	18,659,709	(4,004,709)	2,128,714
50	Debt Service	1,281,796	-	2,315,389	2,312,147	3,242	1,285,038
61	Equipment Replacement	1,426,696	-	2,437,000	2,742,194	(305,194)	1,121,503
99	American Rescue Plan	-	-	-	-	-	-
Total Capital Project Funds		12,988,378	-	22,282,526	27,226,188	(4,943,662)	8,044,716
Miscellaneous Funds							
22	DUATS	54,479	-	444,500	444,500	-	54,479
36	Municipal Band	24,192	-	96,484	81,484	15,000	39,192
40	PEG Capital	55,863	-	61,219	55,699	5,520	61,383
85	Grants	327,771	-	3,775,600	3,775,000	600	328,371
Total Miscellaneous Funds		462,306	-	4,377,803	4,356,683	21,120	483,426
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91	Police Pension	140,135,247	-	19,581,860	12,194,056	7,387,804	147,523,051
Total Autonomous Funds		247,637,875	-	39,639,132	27,854,516	11,784,616	259,422,491
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Less Interfund Transfers				39,716,828	39,716,828		
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General Fund

								Page # -
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Fund Name	Type	Change	Amount	Fund #	Org Code	Object Code	Book	
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Change in expenses (net decrease)				125,753				
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Other Funds

Debt	Revenue	Increase	Property tax directed to debt payments	315,000	50	504350	301201	234
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Man gets two years for Ginsburg records breach

MATTHEW BARAKAT
Associated Press

ALEXANDRIA, Va. — A former health care worker who illegally accessed the health records of Supreme Court Justice Ruth Bader Ginsburg before she died was sentenced Thursday to two years in prison.

Trent Russell, 34, of Bellevue, Nebraska, who worked at the time as a transplant coordinator for the Washington Regional Transplant Community and had access to hospital records across the region, was convicted earlier this year by a jury of illegally accessing health care records and destroying or altering records.

He also was charged with publishing that information on the internet in 2019, at a time when public speculation about Ginsburg's health and her ability to serve as a justice was a matter of public debate. Prosecutors said he posted the information along with a false claim that Ginsburg had already died. The jury acquitted Russell on that count.

Ginsburg served on the court until her death in 2020.

Prosecutors said Russell disclosed the health records on forums that trafficked in antisemitic conspiracy theories, including conspiracy theories that Ginsburg was dead, but Russell's motivations for his actions were unclear. Russell never admitted that he accessed the records, at one point suggesting that perhaps his cat walked across the keyboard in a way that mistakenly called up Ginsburg's data.

Russell's excuses and refusal to accept responsibility prompted blistering



STEPHANIE SCARBROUGH, ASSOCIATED PRESS

The U.S. District Court for the Eastern District of Virginia in Alexandria, Va.

critiques from prosecutors, who sought a 30-month sentence.

"He offered completely implausible excuses with a straight face," prosecutor Zoe Bedell said.

Russell's lawyer, Charles Burnham, sought a sentence of probation or home detention. He cited Russell's work saving lives as a transplant coordinator and his military record, which included a deployment to Afghanistan, as mitigating factors.

"Mr. Russell has lived a quietly heroic life," Burnham wrote in court papers. He chalked up the criminal conduct to "being stupid." U.S. District Judge Michael Nachmanoff called Russell's crime "truly despicable conduct."

"You have made it extremely difficult to understand what motivated you," Nachmanoff said.

He said Russell made matters worse by lying to investigators and on the

witness stand.

The court records in the case are carefully redacted to remove any reference to Ginsburg, but during the trial and at Thursday's sentencing hearing, all sides openly acknowledged that Ginsburg was the victim of the privacy breach.

Her status as a public figure, in fact, prompted a debate about the severity of Russell's crime. Prosecutors said her high public profile, in addition to her age and illness, made her a particularly vulnerable victim.

"He went with the Supreme Court justice who was old, who was sick and whose sickness was a public concern," Bedell argued.

On the other hand, Russell's lawyer contended that Ginsburg's high office and the power that comes with it is the opposite of vulnerability.

Russell and his lawyer declined to comment after Thursday's hearing on whether they plan to appeal.

3 charged in Liam Payne death

ALMUDENA CALATRAVA
Associated Press

BUENOS AIRES — Three people were charged in connection with the death of Liam Payne, a former member of musical group One Direction who died after falling from the balcony of his hotel room in Buenos Aires last month, Argentine prosecutors said Thursday.

Prosecutor Andrés Madrea charged the three suspects, whose identities were not revealed, with the crimes of "abandonment of a person followed by death" and "supplying and facilitating the use of narcotics," the prosecutor's office said.

Madrea also requested their arrest to Judge Laura Bruniard, who ruled the three cannot leave the country.

Payne fell from his room's balcony on the third floor of a hotel in the upscale neighborhood of Palermo in the Argentine capital. His autopsy said he died from multiple injuries and external bleeding.

Prosecutors also said Payne's toxicological exams showed his body had "traces of alcohol, cocaine and a prescribed antidepressant."

Investigators said hours after Payne's death that he was by himself when he fell. The prosecutors' office said one of the people charged was often with the singer during his time in Buenos Aires.



Payne

The second is a hotel staffer who allegedly gave Payne cocaine during his stay between Oct. 13 and 16. The third is a drug dealer.

The charges bear some resemblance to the U.S. cases stemming from the death of "Friends" star

Matthew Perry a year ago. The actor's personal assistant and a longtime friend are among those charged with helping supply him with ketamine in the final months of his life, leading up to his overdose on the anesthetic.

Three young men were similarly charged in the opioid-overdose death of rapper Mac Miller in 2018.

One Direction was among the most successful boy bands of recent times. It announced an indefinite hiatus in 2016 and Payne — like his former bandmates Zayn Malik, Harry Styles, Niall Horan, and Louis Tomlinson — pursued a solo career.

The singer posted on his Snapchat account that he traveled to Argentina to attend Horan's concert in Buenos Aires on Oct. 2. He shared videos of himself dancing with his girlfriend, American influencer Kate Cassidy, and singing along in the stands. Cassidy left Argentina after the show, but Payne stayed behind.

LEGAL NOTICES

LEGAL NOTICES

LEGAL NOTICES

Legals

Legals

INVITATION TO BID

Sanitary District of Decatur
Digester No. 1 Cover Replacement
Decatur, IL

We are seeking minority- and women-owned businesses for the above referenced project. All disadvantaged businesses should contact GBI via email at buildwithgrunloh@grunlohbuilding.com or in writing via certified letter to discuss subcontracting opportunities. All negotiations must be completed prior to bid opening on Tuesday, December 3rd, 2024, by 1:00 PM CST.

11/9, 11/12, 11/13, 11/14, 11/15, 11/16, 11/19, 11/20, 11/21, 11/22, 11/23, 11/26, 11/27, 11/29, 11/30, 12/3 COL-9000568

INVITATION TO BID

Village of Buckley Wastewater Treatment Plant
Buckley, IL

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11/9, 11/12, 11/13, 11/14, 11/15, 11/16, 11/19, 11/20, 11/21, 11/22, 11/23, 11/26, 11/27, 11/29, 11/30, 12/3 COL-9000569

NOTICE OF PUBLIC HEARING ON THE CITY OF DECATUR ANNUAL BUDGET ORDINANCE

Notice is hereby given that a Public Hearing on the Annual Budget Ordinance for the City of Decatur, Illinois for the fiscal year beginning January 1, 2025, and ending on December 31, 2025, will be held on Monday, November 18th, 2024, at 5:30 p.m. in the City Council Chambers, 3rd Floor of the Civic Center, One Gary K. Anderson Plaza, Decatur, Illinois 62523. Copies of the Budget document upon which the Budget Ordinance will be based is available, between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday in the City Treasurer's office located in the Finance Department, 2nd floor of the Civic Center, One Gary K. Anderson Plaza, Decatur, Illinois 62523 and on the city website at www.decaturlil.gov.

Anthony Cooling
City Budget & Revenue Officer
11/9 COL-9000559



OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Herald & Review** on the dates indicated below. If changes are needed, please contact us prior to deadline at help@column.us

Notice ID: KBE7Tf1cMMXmRsRrsdiq | **Proof Updated: Oct. 16, 2024 at 01:49pm CDT**
Notice Name: Notice of Public Hearing on 2025 City Budget | Publisher ID: COL-9000559

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

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Anthony Cooling
acooling@decaturil.gov
(217) 424-2854

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Notice

Total \$54.05

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Anthony Cooling
City Budget & Revenue Officer
11/9 COL-9000559

Financial Management

DATE: 11/18/2024

MEMO:

TO: Honorable Mayor Moore Wolfe and
City Council Members

FROM: Tim Gleason, City Manager
Ruby James, City Treasurer & Chief Financial Officer

SUBJECT: Ordinance Adopting the Fiscal Year 2025 Budget and Appropriating Monies for the Purpose of Defraying the Expenses of Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2025, and Ending December 31, 2025, Including All Outstanding Claims and Obligations, and Fixing a Time When the Same Shall Take Effect

SUMMARY RECOMMENDATION:

The City Manager recommends City Council approval of the attached Ordinance approving the budget for the fiscal period beginning January 1, 2025 and ending December 31, 2025.

In accordance with City Code Chapter 18.1, adopted by Ordinance No. 2019-119, September 3, 2019, and in compliance with Illinois Municipal Code, the City of Decatur operates under the budget method for appropriations.

Under the budget method of appropriation, Council adoption of the budget ordinance will provide the City with the legal authority to expend monies for outstanding claims and obligations as defined in the budget.

BACKGROUND:

The City Manager presented the proposed 2025 City Manager's Budget to City Council members at Council Study Session on October 14, 2024. The budget document has been available for public inspection since October 4, 2024, on the City Web Site and in hard copy form in the City Clerk's and City Treasurer's Office.

On November 9, 2024, the city published a notification in the Decatur Herald & Review newspaper of a public hearing in the matter of the annual budget ordinance to be held at the council meeting on November 18, 2024.

The public hearing will be held at the council meeting on November 18, 2024.

POTENTIAL OBJECTIONS: None Anticipated.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Ruby James, City Treasurer and Chief Financial Officer Anthony Cooling, Budget and Revenue Officer

BUDGET/TIME IMPLICATIONS: Adopting the 2025 Budget Ordinance will appropriate funding for FY2025.

ATTACHMENTS:

Description	Type
An Ordinance Adopting the Fiscal Year 2025 Budget and Appropriating Monies for the Purpose of Defraying the Expenses of Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025	Ordinance
2025 Fund Balances and Budget Changes	Backup Material

ORDINANCE NO. 2024 -

**AN ORDINANCE ADOPTING THE FISCAL YEAR 2025 BUDGET AND
APPROPRIATING MONIES FOR THE PURPOSE OF DEFRAYING THE EXPENSES
OF DEPARTMENTS AND FUNDS OF THE CITY OF DECATUR, ILLINOIS FOR THE
FISCAL YEAR BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025**

WHEREAS, the City of Decatur (“City”) is a home rule unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Ordinance constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and,

WHEREAS, the Budget Director of the City has compiled and presented a proposed annual budget for the fiscal year beginning January 1, 2025, and ending December 31, 2025, in accordance with 65 ILCS 5/8-2-9.1 through 8-2-9.10 except 8-2-9.5 and except as set forth otherwise in Chapter 18.1 of the City Code; and,

WHEREAS, the proposed annual budget has been conveniently available for public inspection in the City Clerk’s and City Treasurer’s office and on the City’s website at least ten (10) days prior to the passage of this Ordinance; and,

WHEREAS, the City Council held a public hearing on the proposed annual budget at a Council meeting held at least seven (7) days following publication of a notice providing for the date, time and place of the public hearing being given in a newspaper having a general circulation in the City; and,

WHEREAS, the City Council finds that the best interests of the City are served by approving the proposed annual budget ordinance as heretofore changed, modified, and amended; and,

WHEREAS, it is necessary to pass this Ordinance in order to appropriate monies to defray the expenses of departments and funds of the City of Decatur, Illinois for the fiscal year beginning January 1, 2025 and ending December 31, 2025.

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

Section 1. That the City of Decatur Fiscal Year 2025 Annual Budget, a copy of which is attached hereto and made a part hereof, be and the same is hereby passed, approved and adopted as the Annual Budget Ordinance of and for the City of Decatur, Macon County, Illinois, for the fiscal year beginning January 1, 2025 and ending December 31, 2025.

Section 2. That the City Clerk be and is hereby authorized and directed to cause the provisions hereof to be appropriately published as required by law and this Ordinance shall be in full force and effect from and after its passage and publication.

PRESENTED, PASSED, APPROVED AND RECORDED THIS 18th day of November, 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk



City of Decatur, Illinois
Budget
Fund Revenue & Expenditure Summary

<i>Fund</i>	<i>Fund Name</i>	<i>Projected Starting Fund Balance</i>	<i>Interfund Loan Repayment</i>	<i>Revenue</i>	<i>Expense</i>	<i>Surplus (Deficit)</i>	<i>Projected Ending Fund Balance</i>
10	General Fund	22,120,846	-	96,126,000	96,126,000	0	22,120,846
	Special Public Safety Funds						
25	Police State Drug Enforcement	392,691	-	103,700	95,000	8,700	401,391
26	Police DUI Fines & Fees	169,844	-	107,600	107,500	100	169,944
27	Police Lab & Programs	192,019	-	5,800	8,500	(2,700)	189,319
30	Police Federal Drug Enforcement	372,072	-	86,000	85,000	1,000	373,072
37	Foreign Fire Insurance Tax	352,252	-	203,300	348,300	(145,000)	207,252
	Total Special Public Safety Funds	1,478,878	-	506,400	644,300	(137,900)	1,340,978
	TIF Economic Development Funds						
19	TIF Old Towne	-	-	-	-	-	-
120	TIF Central	-	-	400,000	400,000	-	-
21	TIF Wabash Crossing	820,000	-	400,000	520,000	(120,000)	700,000
23	TIF Eastgate	284,944	-	389,000	389,000	-	284,944
24	TIF South Side	273,192	-	81,500	20,000	61,500	334,692
28	TIF Pines Shopping	53,267	-	100,000	150,000	(50,000)	3,267
29	TIF Grand & Oakland	186,770	-	220,600	180,000	40,600	227,370
	Total TIF Funds	1,618,172	-	1,591,100	1,659,000	(67,900)	1,550,272
	Community Development Funds						
16	Community Grants	327,183	-	762,000	773,590	(11,590)	315,593
17	HOME	1,319,064	-	3,929,083	3,101,083	828,000	2,147,064
18	CDBG	8,745	-	4,103,800	3,958,800	145,000	153,745
82	DCDF	-	-	-	-	-	-
84	Community Revitalization	-	-	2,715,000	2,715,000	-	-
	Total Community Development Funds	1,654,992	-	11,509,883	10,548,473	961,410	2,616,402
	Enterprise Funds						
70	Transportation Services	1,816,010	-	34,637,327	31,372,947	3,264,380	5,080,390
77	Fiber Optics	832,915	-	101,337	806,867	(705,530)	127,385
78	Public Works Storm Water	3,695,148	-	2,386,656	2,964,504	(577,848)	3,117,300
79	Public Works Sewer	11,979,392	-	17,065,000	18,122,160	(1,057,160)	10,922,232
80	Public Works Water Operating	6,683,837	-	35,583,904	39,174,434	(3,590,530)	3,093,307
81	Public Works Water Capital	3,865,960	181,816	18,288,754	18,492,702	(203,948)	3,843,828
86	Public Works Water Reserve	6,000,000	-	-	-	-	6,000,000
88	Recycling	113,762	-	769,488	769,488	-	113,762
89	2022 Bond Fund	12,771,178	-	365,000	8,486,332	(8,121,332)	4,649,846
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He also was charged with publishing that information on the internet in 2019, at a time when public speculation about Ginsburg's health and her ability to serve as a justice was a matter of public debate. Prosecutors said he posted the information along with a false claim that Ginsburg had already died. The jury acquitted Russell on that count.

Ginsburg served on the court until her death in 2020.

Prosecutors said Russell disclosed the health records on forums that trafficked in antisemitic conspiracy theories, including conspiracy theories that Ginsburg was dead, but Russell's motivations for his actions were unclear. Russell never admitted that he accessed the records, at one point suggesting that perhaps his cat walked across the keyboard in a way that mistakenly called up Ginsburg's data.

Russell's excuses and refusal to accept responsibility prompted blistering



STEPHANIE SCARBROUGH, ASSOCIATED PRESS

The U.S. District Court for the Eastern District of Virginia in Alexandria, Va.

critiques from prosecutors, who sought a 30-month sentence.

"He offered completely implausible excuses with a straight face," prosecutor Zoe Bedell said.

Russell's lawyer, Charles Burnham, sought a sentence of probation or home detention. He cited Russell's work saving lives as a transplant coordinator and his military record, which included a deployment to Afghanistan, as mitigating factors.

"Mr. Russell has lived a quietly heroic life," Burnham wrote in court papers. He chalked up the criminal conduct to "being stupid." U.S. District Judge Michael Nachmanoff called Russell's crime "truly despicable conduct."

"You have made it extremely difficult to understand what motivated you," Nachmanoff said.

He said Russell made matters worse by lying to investigators and on the

witness stand.

The court records in the case are carefully redacted to remove any reference to Ginsburg, but during the trial and at Thursday's sentencing hearing, all sides openly acknowledged that Ginsburg was the victim of the privacy breach.

Her status as a public figure, in fact, prompted a debate about the severity of Russell's crime. Prosecutors said her high public profile, in addition to her age and illness, made her a particularly vulnerable victim.

"He went with the Supreme Court justice who was old, who was sick and whose sickness was a public concern," Bedell argued.

On the other hand, Russell's lawyer contended that Ginsburg's high office and the power that comes with it is the opposite of vulnerability.

Russell and his lawyer declined to comment after Thursday's hearing on whether they plan to appeal.

3 charged in Liam Payne death

ALMUDENA CALATRAVA
Associated Press

BUENOS AIRES — Three people were charged in connection with the death of Liam Payne, a former member of musical group One Direction who died after falling from the balcony of his hotel room in Buenos Aires last month, Argentine prosecutors said Thursday.

Prosecutor Andrés Madrea charged the three suspects, whose identities were not revealed, with the crimes of "abandonment of a person followed by death" and "supplying and facilitating the use of narcotics," the prosecutor's office said.

Madrea also requested their arrest to Judge Laura Bruniard, who ruled the three cannot leave the country.

Payne fell from his room's balcony on the third floor of a hotel in the upscale neighborhood of Palermo in the Argentine capital. His autopsy said he died from multiple injuries and external bleeding.

Prosecutors also said Payne's toxicological exams showed his body had "traces of alcohol, cocaine and a prescribed antidepressant."

Investigators said hours after Payne's death that he was by himself when he fell. The prosecutors' office said one of the people charged was often with the singer during his time in Buenos Aires.



Payne

The second is a hotel staffer who allegedly gave Payne cocaine during his stay between Oct. 13 and 16. The third is a drug dealer.

The charges bear some resemblance to the U.S. cases stemming from the death of "Friends" star

Matthew Perry a year ago. The actor's personal assistant and a longtime friend are among those charged with helping supply him with ketamine in the final months of his life, leading up to his overdose on the anesthetic.

Three young men were similarly charged in the opioid-overdose death of rapper Mac Miller in 2018.

One Direction was among the most successful boy bands of recent times. It announced an indefinite hiatus in 2016 and Payne — like his former bandmates Zayn Malik, Harry Styles, Niall Horan, and Louis Tomlinson — pursued a solo career.

The singer posted on his Snapchat account that he traveled to Argentina to attend Horan's concert in Buenos Aires on Oct. 2. He shared videos of himself dancing with his girlfriend, American influencer Kate Cassidy, and singing along in the stands. Cassidy left Argentina after the show, but Payne stayed behind.

LEGAL NOTICES

LEGAL NOTICES

LEGAL NOTICES

Legals

Legals

INVITATION TO BID

Sanitary District of Decatur
Digester No. 1 Cover Replacement
Decatur, IL

We are seeking minority- and women-owned businesses for the above referenced project. All disadvantaged businesses should contact GBI via email at buildwithgrunloh@grunlohbuilding.com or in writing via certified letter to discuss subcontracting opportunities. All negotiations must be completed prior to bid opening on Tuesday, December 3rd, 2024, by 1:00 PM CST.

11/9, 11/12, 11/13, 11/14, 11/15, 11/16, 11/19, 11/20, 11/21, 11/22, 11/23, 11/26, 11/27, 11/29, 11/30, 12/3 COL-9000568

INVITATION TO BID

Village of Buckley Wastewater Treatment Plant
Buckley, IL

We are seeking minority- and women-owned businesses for the above referenced project. All disadvantaged businesses should contact GBI via email at buildwithgrunloh@grunlohbuilding.com or in writing via certified letter to discuss subcontracting opportunities. All negotiations must be completed prior to bid opening on Monday, December 2nd, 2024, by 2:00 PM CST.

11/9, 11/12, 11/13, 11/14, 11/15, 11/16, 11/19, 11/20, 11/21, 11/22, 11/23, 11/26, 11/27, 11/29, 11/30, 12/3 COL-9000569

NOTICE OF PUBLIC HEARING ON THE CITY OF DECATUR ANNUAL BUDGET ORDINANCE

Notice is hereby given that a Public Hearing on the Annual Budget Ordinance for the City of Decatur, Illinois for the fiscal year beginning January 1, 2025, and ending on December 31, 2025, will be held on Monday, November 18th, 2024, at 5:30 p.m. in the City Council Chambers, 3rd Floor of the Civic Center, One Gary K. Anderson Plaza, Decatur, Illinois 62523. Copies of the Budget document upon which the Budget Ordinance will be based is available, between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday in the City Treasurer's office located in the Finance Department, 2nd floor of the Civic Center, One Gary K. Anderson Plaza, Decatur, Illinois 62523 and on the city website at www.decaturlil.gov.

Anthony Cooling
City Budget & Revenue Officer
11/9 COL-9000559



OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Herald & Review** on the dates indicated below. If changes are needed, please contact us prior to deadline at help@column.us

Notice ID: KBE7Tf1cMMXmRsRrsdiq | **Proof Updated: Oct. 16, 2024 at 01:49pm CDT**
Notice Name: Notice of Public Hearing on 2025 City Budget | Publisher ID: COL-9000559

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Anthony Cooling acooling@decaturil.gov (217) 424-2854	Herald & Review

Columns Wide: 1	Ad Class: Legals
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11/09/2024: General Legal Inside Area Notice	54.05
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Total	\$54.05
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NOTICE OF PUBLIC HEARING
ON THE CITY OF DECATUR
ANNUAL BUDGET ORDINANCE

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Anthony Cooling
City Budget & Revenue Officer
11/9 COL-9000559

Fire Department

DATE: 11/18/2024

MEMO: 2024-12

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Jeff Abbott, Fire Chief

SUBJECT:

Resolution Accepting the Bid of Municipal Emergency Services (MES) for the purchase of five (5) Scott Air-Pak X3 Pro Self-Contained Breathing Apparatus (SCBA) and Seven (7) Carbon Fiber SCBA cylinders.

SUMMARY RECOMMENDATION: Staff recommends awarding the bid in the amount of \$49,605.00 to MES for (5) Self-Contained Breathing Apparatus and Seven (7) Carbon Fiber SCBA Cylinders.

BACKGROUND:

The requested SCBA and SCBA cylinders match what the department currently uses. These units will allow the department to equipment Rescue 1 (R1) with SCBA. R1 is not equipped with SCBA currently, and the apparatus responds to all Hazardous Materials, Technical Rescues and SCUBA alarms. The new SCBA are being funded by a grant that ADM awarded the fire department. There is no cost to the City.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: No known objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Jeff Abbott, Fire Chief and Neil Elder, Deputy Fire Chief

BUDGET/TIME IMPLICATIONS:

The funding for this purchase is covered by a grant from ADM.

ATTACHMENTS:

Description	Type
RESOLUTION ACCEPTING THE BID OF MUNICIPAL EMERGENCY SERVICES (MES) FOR THE PURCHASE OF FIVE (5) SCOTT AIR-	

PAK X3 PRO SELF-CONTAINED
BREATHING APPARATUS (SCBA)
AND SEVEN (7) SCOTT SCBA
CYLINDERS

MES SCBA Quote QT185988

Resolution Letter

Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID OF MUNICIPAL EMERGENCY SERVICES
(MES) FOR THE PURCHASE OF FIVE (5) SCOTT AIR-PAK X3 PRO SELF-
CONTAINED BREATHING APPARATUS (SCBA) AND SEVEN (7) SCOTT SCBA
CYLINDERS**

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

Section 1. That the bid received for five (5) Scott Air-Pak X3 Pro Self-Contained Breathing Apparatus (SCBA) and seven (7) Scott SCBA cylinders, presented herewith and made part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of Municipal Emergency Services (MES), in the amount of \$49,605.00, and purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Municipal Emergency Services, for their bid price of \$49,605.00.

PRESENTED and ADOPTED this _____ day of November 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



(877) 637-3473

Quote

Quote # QT1859881
Date 09/23/2024
Expires 11/30/2024
Sales Rep Crabtree, James
PO # scba & cylinders
Shipping Method FedEx Ground
Customer DECATUR, CITY OF (IL)
Customer # C30394

Bill To

DECATUR, CITY OF
po69733
NO. 1 ANDERSON PLAZA
DECATUR IL 62523
United States

Ship To

DECATUR, CITY OF (FD)
po69733
1415 NORTH WATER
Decatur IL 62526
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8814021305304			Air-Pak X3 Pro SCBA (2018 Edition) with CGA, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Continuous Hose, Universal EBSS, None, No, Pak-Tracker, No Case, 2 SCBA Per Box	5	\$8,150.00	\$40,750.00
804721-01			CYL&VLV ASSY CARB,30MIN,4500	7	\$1,265.00	\$8,855.00

Subtotal \$49,605.00
Shipping Cost \$0.00
Tax Total \$0.00
Total \$49,605.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1859881

DATE: 11/18/2024

MEMO:

TO: Mayor Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing a behind the Meter Solar Project for the Decatur Public Library Building

ATTACHMENTS:

Description	Type
Memo Solar Projects	Cover Memo
Resolution	Resolution Letter
Library PPA	Backup Material
Power Purchase Agreement	Backup Material

OFFICE OF THE CITY MANAGER

DATE: November 18, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolutions Authorizing Two Additional Solar Projects at the Decatur Library and Willam St. Pump Station

RECOMMENDATION: It is recommended by staff that these two items be approved as presented.

BACKGROUND: In 2020, the City, with help of our energy consultant CQI, performed a solar feasibility analysis of City owned sites and facilities throughout Decatur. Based on that solar feasibility study the City ultimately authorized the Civic Center parking canopy project as the first project. That project is projected to save the City approximately \$120K annually over the next 15 years. The Library Project had been put on hold, due to opposition from the utility, because of the electrical feed for the library building. Ameren was opposed to any solar project in the downtown area, due to electrical distribution loop.

Over the past couple of years, we have had the solar feasibility updated with more sites and we have worked through alternative solutions with Ameren to allow a solar project for the library building. The solution ultimately agreed to includes switching where that building gets its main electrical feed. This summer we put out an RFP for both the Library and the William Street Pump station, which was going to include Fire Station 2. There were two respondents to the RFP, with the clear better proposal being from Hawk-Attollo, the same company that built the Civic Center project.

We believe we are now ready to seek Council approval for these two projects based on the positive terms provided. The Library Project will cover most of the roof of the library and include 4 parking canopies down the center parking row on the Library parking lot. The William Street Pump Station will be ground mounted solar panels within the fenced area around that facility (pictures provided). The parking canopies at the Library will match the ones installed over the Civic Center parking lot. In fact, we are currently analyzing the feasibility of adding one more parking canopy at the Civic Center parking lot to supply the power for the Senator Severns Transit Center across the street. That project, if feasible, will come before the Council at a future date as an addendum to one of these two projects.

There will be 2,128 panels between these two systems, with a total estimated building expense of approximately \$4-5 million dollars. The Contractor will own and maintain the systems and the City will purchase the power generated from these projects through Power Purchase agreements. The City has no capital outlays or expenses because of either of these

solar projects, just cheaper clean electricity. The Library Project will save more than \$100K annually, while the William St. project will save the City more than \$18K moving forward. In addition to lower electric supply costs, these PPA provide budget stability and predictability for those utility accounts. The City will have the right to purchase and own the system at any time should we choose such option.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: CQI & Associates and <https://illinoisshines.com/>

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth, who will also be at the City Council meeting.

BUDGET/TIME IMPLICATIONS: These two projects will save the city collectively approximately \$120,000 annually. These projects could save the city \$1.8M over the next 15 years of the PPA.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A BEHIND THE METER SOLAR PROJECT FOR
THE DECATUR PUBLIC LIBRARY BUILDING**

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

WHEREAS: the City of Decatur owns the Decatur Public Library Building which use a significant amount of electricity; and,

WHEREAS: the City of Decatur has supported and authorized staff to explore the solar potential to offset the electric supply needs for this facility; and,

WHEREAS: the City desires to pursue a proposed behind the meter solar project based on the ROI and benefits of renewable energy production.

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

Section 1. That the City Manager, or their designee, is authorized to execute the proposed power purchase agreement (PPA), of which the draft is attached here as Exhibit A.

Section 2. That the City Manager, or their designee, is authorized to execute the necessary utility interconnection agreement, and any other documents necessary to authorize this behind the meter solar project.

PRESENTED and ADOPTED this _____ day of _____, 2024.

Julie Moore Wolfe, Mayor

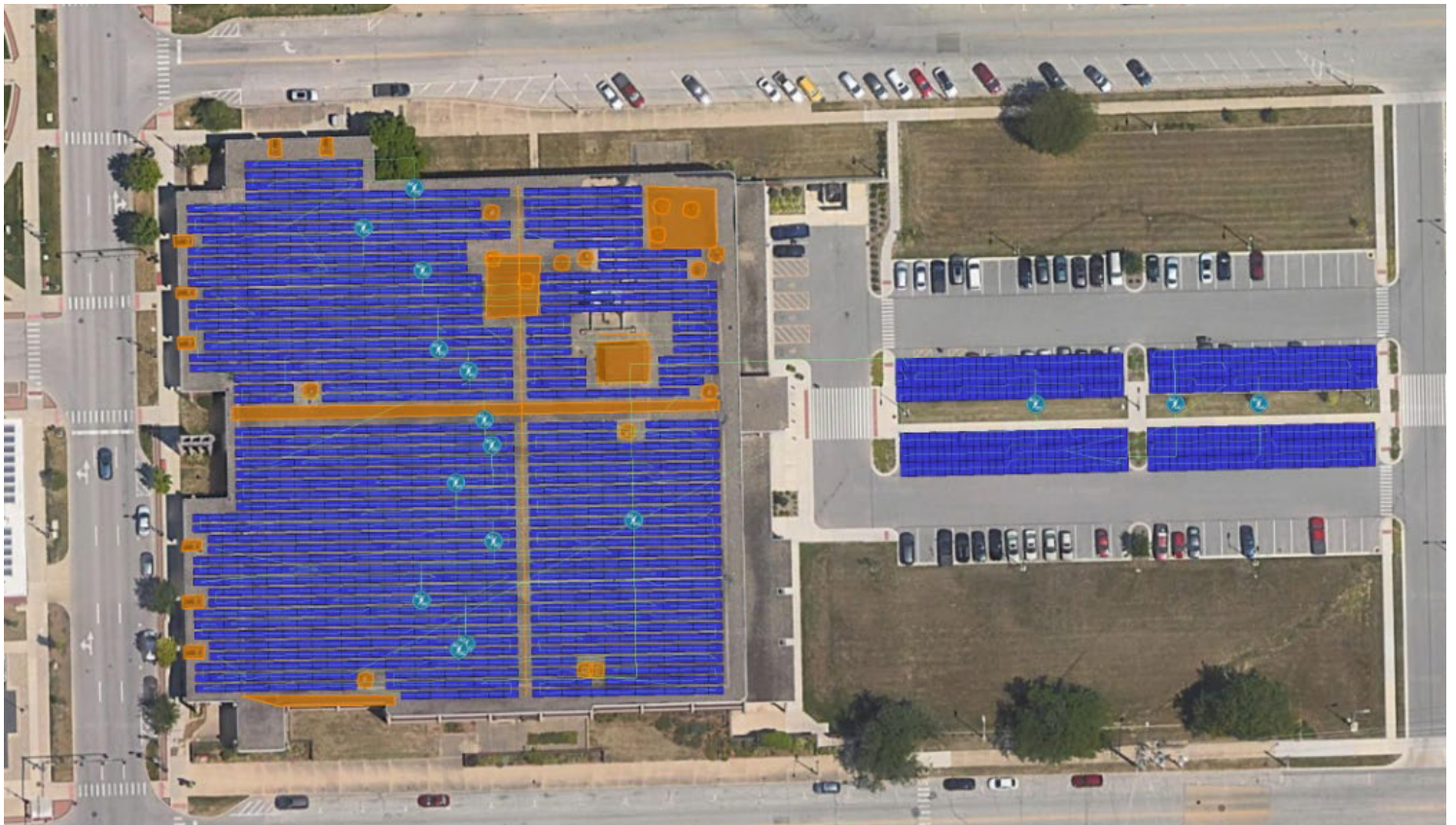
Attest:

Kim Althoff, City Clerk

City of Decatur

Solar PPA Cash Flow Analysis – Library

			CNE & Ameren Rates				Hawk PPA & Ameren Rates				
Net Meter			Supply Cost	Delivery Cost	Bundled	Electricity	Supply Cost	Delivery Cost	Bundled	Electricity	Annual
Hawk	Year	System kWh	CNE	Ameren	Consolidated	TOTAL	Hawk PPA Rate	Ameren	Consolidated	TOTAL	Cost
		Production	per kWh	per kWh	per kWh	Cost	per kWh	per kWh	per kWh	Cost	Difference
Library	2023	1,339,831	0.08729	0.04557	0.13286	\$178,010	0.0450	0.0108	0.0558	\$74,789	\$103,221
933.68 kW	2024	1,333,132	0.08729	0.0456	0.1329	\$177,120	0.0458	0.0108	0.0566	\$75,435	\$101,685
	2025	1,326,466	0.08729	0.0456	0.1329	\$176,234	0.0465	0.0108	0.0574	\$76,090	\$100,144
15 Years	2026	1,319,834	0.08904	0.0456	0.1346	\$177,657	0.0473	0.0108	0.0582	\$76,754	\$100,903
	2027	1,313,234	0.08904	0.0465	0.1355	\$177,966	0.0481	0.0110	0.0592	\$77,711	\$100,255
	2028	1,306,668	0.09082	0.0465	0.1373	\$179,403	0.0490	0.0110	0.0600	\$78,392	\$101,011
	2029	1,300,135	0.09082	0.0465	0.1373	\$178,506	0.0498	0.0110	0.0608	\$79,082	\$99,424
	2030	1,293,634	0.09263	0.0465	0.1391	\$179,963	0.0506	0.0110	0.0617	\$79,782	\$100,181
	2031	1,287,166	0.09263	0.0465	0.1391	\$179,063	0.0515	0.0110	0.0625	\$80,491	\$98,573
	2032	1,280,730	0.09449	0.0474	0.1419	\$181,731	0.0524	0.0113	0.0636	\$81,492	\$100,239
	2033	1,274,327	0.09449	0.0474	0.1419	\$180,823	0.0533	0.0113	0.0645	\$82,219	\$98,603
	2034	1,267,955	0.09638	0.0474	0.1438	\$182,314	0.0542	0.0113	0.0654	\$82,956	\$99,358
	2035	1,261,615	0.09638	0.0474	0.1438	\$181,403	0.0551	0.0113	0.0663	\$83,703	\$97,700
	2036	1,255,307	0.09830	0.0474	0.1457	\$182,916	0.0560	0.0113	0.0673	\$84,460	\$98,455
	2037	1,249,031	0.09830	0.0484	0.1467	\$183,185	0.0570	0.0115	0.0685	\$85,509	\$97,677
						\$2,696,294				\$1,198,865	\$1,497,429
											55.5%



POWER PURCHASE AGREEMENT (“PPA”)

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Purchaser:		Seller:	
Name & Address	City of Decatur 1 Gary K. Anderson Plaza Decatur, IL 62523 Attn: City Manager	Name & Address	Hawk-Attollo, LLC 801 W. Main Street, #A221 Peoria, IL 61606 Attn: Jason Hawksworth, Manager
Phone	217-424-2700	Phone	309-231-3900
Fax	217-424-2871	Fax	309-495-7996
Email	tgleason@decaturil.gov		jason@hawkenergysolutions.com
Premises Ownership	Purchaser [X] owns [] leases the Premises. Project location- Decatur Public Library at 130 N Franklin, Decatur, IL 62523	Additional Seller Information	

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in **Exhibit 2** (the “**System**”) and installed at the Purchaser’s facility described in **Attachment A** (the “**Facility**”).

The exhibits listed below are incorporated by reference and made a part of this Agreement (checked if applicable).

- X Exhibit 1: Basic Terms & Conditions
- X Exhibit 2: System Description
- N/A Exhibit 3: Credit Information
- X Exhibit 4: General Terms & Conditions
- X Exhibit 5: Termination Payment
- X Exhibit 6: Description of Premises
- X Exhibit 7: Performance Guarantee Agreement

POWER PURCHASE AGREEMENT (“PPA”)

- X Exhibit 8: Project Requirements
- X Exhibit 9: Power Purchase Agreement Addendum
- X Exhibit 10: ILSFA Brochure for Non-Profit Public Facilities & Program Resource Guide

Authorization Signatures:

Purchaser: City of Decatur

Seller: Hawk-Attollo, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

POWER PURCHASE AGREEMENT ("PPA")

Exhibit 1

Basic Terms & Conditions

1. Term: Fifteen (15) years, beginning on the Commercial Operation Date.
2. Additional Terms: Up to two (2) Additional Terms of five (5) years each.
3. Environmental Incentives, Rebates & Attributes: Incentives Accrue to Seller, Attributes to Utility
4. Prepayment Option (See Paragraph 16 for Purchase Option): \$N/A
5. Contract Price (per kWh)/Annual Escalator: \$.0450/1.7%.

Contract Year	\$/kWh
1	.0450
2	.0458
3	.0465
4	.0473
5	.0481
6	.0490
7	.0498
8	.0506
9	.0515
10	.0524
11	.0533
12	.0542
13	.0551
14	.0560
15	.0570

POWER PURCHASE AGREEMENT ("PPA")

6. Anticipated Condition Satisfaction Date: August 31, 2025 (estimated)
7. Anticipated Commercial Operations Date: September 30, 2025 (estimated) or following completion of Purchaser's Punchlist, whichever occurs later.
8. Contract Year: Twelve (12) months, the first of which begins the first day of the month following the Commercial Operation Date.
9. Rebate Variance: All prices in this Agreement are calculated based on an upfront rebate of \$248,500 (Ameren mails check to utility billing customer name on file, and Buyer signs over to Seller.). If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received.
10. Illinois Power Agency/Illinois Solar for All: All projects in Illinois Solar for All will be compliant with the program requirements including the ownership of environmental benefits and applicable mandatory terms and conditions in the consumer disclosure such as the option to cancel, late fees, etc. (Exhibit 8)
11. System Installation:

Includes:	☒ Design, engineering, permitting, installation, monitoring, rebate application & paperwork processing of the system ☒ Limited warranty ☒ Any like substantive equipment, in the sole discretion of the Seller ☒ State or utility rebate, if any. Describe: <u>To Developer/Seller</u> (Ameren mails check to utility billing customer name on file, which shall be signed over to Developer/Seller.)
Excludes:	Unforeseen groundwork (including but not limited to excavation/ circumvention or underground obstacles), upgrades or repairs to the existing facility conditions for any repairs necessary to bring up to code or to repair any components in disrepair prior to any alterations related to the system or its interconnection, tree removal and trimming.

POWER PURCHASE AGREEMENT ("PPA")

Exhibit 2- Site Location

System Description

1. System Location: 130 N. Franklin, Decatur IL
2. System Size (DC): 903.5 kW
3. Expected First Year Energy Production: 1,234,000 kWh (1.234 GWh)
4. Expected Structure: [X] Ground Mount/Solar Canopy [X] Roof Mount [] Other
5. Expected Modules:

<u>Manufacturer/Model</u>	<u>Quantity</u>
Solar4America S4A550-144MH10	1,808

6. Expected Inverters:

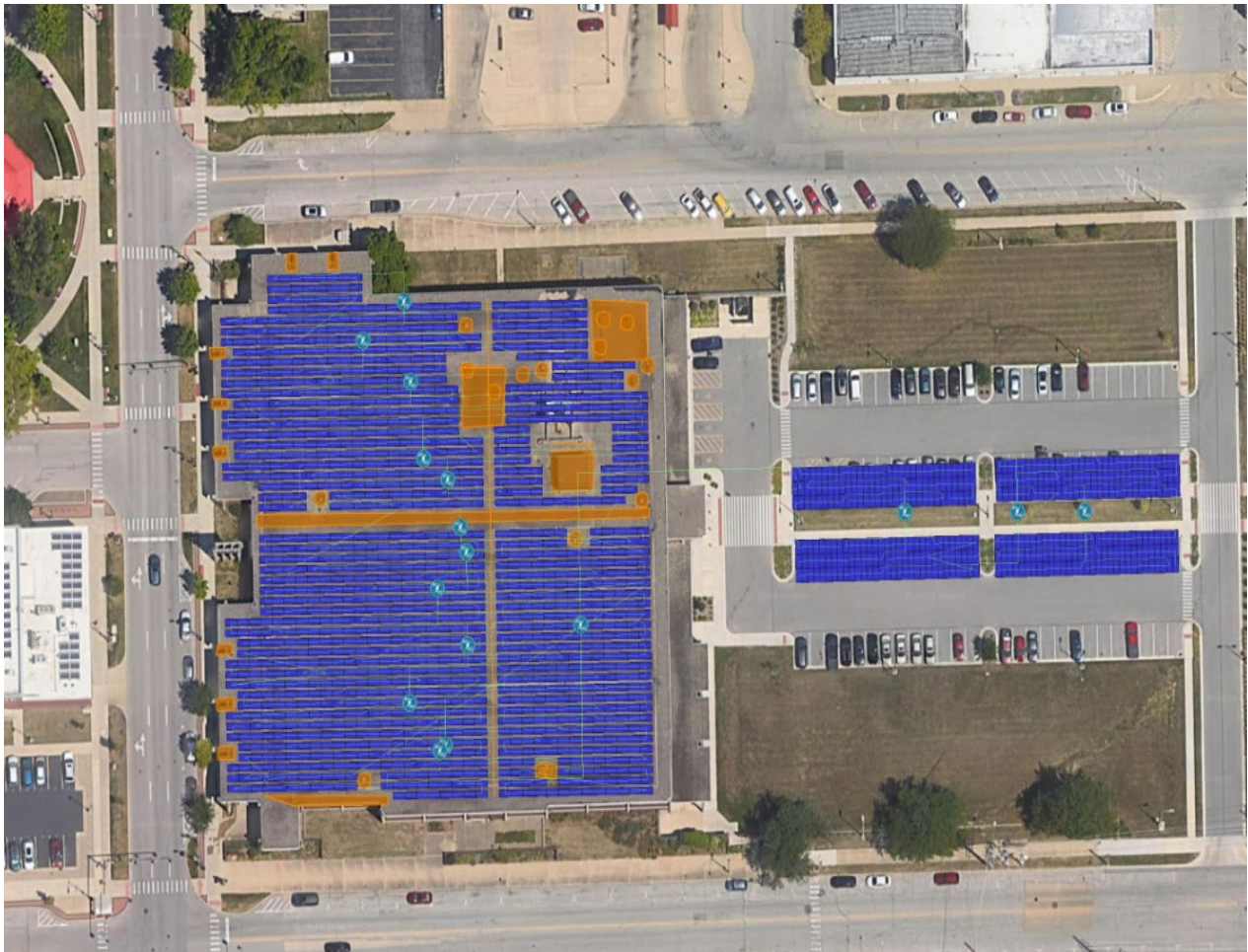
<u>Manufacturer/Model</u>	<u>Quantity</u>
SMA/Sunny Tripower CORE 1 50-US	16

7. Facility & System Layout: See **Exhibit 2a, Attachment A**
8. Utility/Account Number: Ameren/0734699377

POWER PURCHASE AGREEMENT (“PPA”)

Exhibit 2, Attachment A Facility & System Layout

Aerial Photograph of the Facility	See below
Conceptual Drawing of the System	See below
Delivery Point	Delivery point at <u>main service panel</u>
Access Points	At main switch and utility meter input



POWER PURCHASE AGREEMENT (“PPA”)

Exhibit 3

Exhibit 3, Credit Information

Credit Information- Not Applicable

POWER PURCHASE AGREEMENT ("PPA")

Exhibit 4

Solar Power Purchase Agreement

General Terms & Conditions

August 8, 2013 Solar Energy Finance Association Version 1.0

1. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all the electric energy generated by the System during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the "Term"). Electric energy generated by the System will be delivered to the Purchaser at the delivery point identified on **Exhibit 2** (the "Delivery Point"). Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser may purchase electric energy for the Facility from other sources if the Purchaser's electric requirements at the Facility exceed the output of the System. Any purchase, sale and/or delivery of electric energy generated by the System prior to the Commercial Operation Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation by the purchase, sale and/or delivery of such test energy.
3. **Term and Termination.**
 - a. **Initial Term.** The initial term ("Initial Term") of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The "Commercial Operation Date" is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. Upon Purchaser's request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller's contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at the Facility (the "Utility"), as set forth on **Exhibit 2**. This Agreement is effective as of the Effective Date and Purchaser's failure to enable Seller to provide the electric energy by preventing it from installing the System or otherwise not performing shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.

POWER PURCHASE AGREEMENT ("PPA")

- b. **Additional Terms.** Prior to the end of the Initial Term or of any applicable Additional Term, as defined below, if Purchaser has not exercised its option to purchase the System, either Party may give the other Party written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in **Exhibit 1** (each such additional period, an "**Additional Term**"). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party's offer, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.

4. **Billing and Payment.**

- a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electric energy generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in **Exhibit 1** (the "**Contract Price**"). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of energy generated during the applicable month, as measured by the System meter.
- b. **Monthly Invoices.** Seller shall invoice Purchaser monthly, either manually or electronically. Such monthly invoices shall state (i) the amount of electric energy produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser. The Contract Price includes electronic invoicing. If manual invoicing is required, Seller reserves the right to charge a twenty-five-dollar (\$25) handling charge to each invoice.
- c. **Taxes.** Purchaser shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the System or the interconnection of the System to the Utility's electric distribution system, excluding property taxes on the System; provided, however, Purchaser will not be required to pay or reimburse Seller for any taxes during periods when Seller fails to deliver electric energy to Purchaser for reasons other than Force Majeure or as a result of Purchaser's acts or omissions. For purposes of this Section 4(c), "**Taxes**" means any federal, state and local ad valorem, , occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller's revenues due to the sale of energy under this Agreement, which shall be Seller's responsibility. No real estate taxes are anticipated by this agreement, but the seller shall be responsible for any real estate taxes caused by this system. Any Property taxes levied against the system will necessitate an adjustment in the Rate Recovery Fee to

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recover costs, which adjustment shall be no greater than necessary for Seller to recover costs commensurate with the Property tax levy.

- d. **Payment Terms.** All amounts due under this Agreement shall be due and payable net sixty (60) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the (60) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate, as published in the Wall Street Journal (but not to exceed the maximum rate permitted by law).

5. **Environmental Attributes and Incentives.** Unless otherwise specified on **Exhibit 1**, Seller is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser’s purchase of electricity under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Purchaser, if engaged in commerce and/or trade, shall submit to Seller for approval any press releases regarding Purchaser’s use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Seller. Approval shall not be unreasonably withheld, and Seller’s review and approval shall be made in a timely manner to permit Purchaser’s timely publication.

“**Environmental Attributes**” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gasses (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable

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energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products. This includes State of Illinois Renewable Energy Credits.

“**Environmental Incentives**” means all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

“**Governmental Authority**” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

“**Tax Credits**” means all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

6. **Conditions to Obligations.**

a. **Conditions to Seller’s Obligations.** Seller’s obligations under this Agreement are conditioned upon the completion of the following conditions to Seller’s reasonable satisfaction on or before the Condition Satisfaction Date:

- i. Completion of a physical inspection of the Facility and the property upon which the Facility is located (the “**Premises**”) including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Facility and the Premises for the System;
- ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Seller’s Financing Parties. “**Construction Agreement**” as used in this subsection means an agreement between Seller and any Contractor or Subcontractor to install the System;
- iii. Confirmation that the Seller will obtain all applicable Environmental Incentives and Tax Credits;
- iv. Receipt of all necessary zoning, land use and building permits; and
- v. Receipt of all necessary agreements with the Utility for interconnection of the System to Facility electrical system and/or the Utility’s electric distribution system.

b. **Failure of Conditions.** If any of the conditions listed in subsection (a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates, then Seller may terminate this Agreement upon ten (10) days written notice

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to Buyer without liability for costs or damages or triggering a default under this Agreement.

- c. **Commencement of Construction.** Seller's obligation to commence construction and installation of the System is conditioned on Seller's receipt of (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement and (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises or the Facility, as applicable, that such person will recognize Seller's rights under this Agreement for as long Seller is not in default hereunder.
- d. **Conditions to Purchaser's Obligations.** Purchaser's obligations under Section 4(a) are conditioned upon the occurrence of the Commercial Operation Date for the System by the Outside Commercial Operation Date.

7. Seller's Rights and Obligations.

- a. **Permits and Approvals.** Seller, with Purchaser's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:
 - i. any zoning, land use, and building permits required to construct, install and operate the System; and
 - ii. any agreements and approvals from the Utility necessary to interconnect the System to the Facility electrical system and/or the Utility's electric distribution system.

Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining such agreements, permits, and approvals.

- b. **Standard System Repair and Maintenance.** Seller shall construct and install the System at the Facility. The System shall have adequate resistance to wind loads. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser's negligence, willful misconduct or breach of this Agreement. Routine repairs and maintenance shall include, but not be limited to, effective water management and salt tolerance. Seller shall also ensure adequate lighting at the Facility, which lighting level shall be no less than the original condition of the lighting system prior to construction and installation of the System at the Facility. Seller shall not be responsible for any work done by others on any part of the System unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Seller or Seller's contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller's contractors' then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Facility to make standard repairs.

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- c. **Non-Standard System Repair and Maintenance.** If seller incurs incremental costs to maintain the System to conditions at the Facility or due to the inaccuracy of any information provided by Purchaser and relied upon by Seller, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Seller. In such an event, the Parties will negotiate such equitable adjustment in good faith.
- d. **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser shall notify Seller immediately upon the discovery of an emergency condition affecting the System.
- e. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of electricity from the System to the Delivery Point for maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.
- f. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.
- g. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges. Upon the written request of Purchaser, Seller shall promptly discharge such claims, losses, damages, liabilities and expenses; provided, however, Purchaser shall also have, and may exercise at any time and from time to time, the right to offset payments due Seller to clear all liens placed on the Facility or the Premises due to Seller's acts and omissions, including all associated claims, losses, damages, liabilities and expenses resulting from such liens. Provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the

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Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises.

- h. **No Warranty.** No warranty or remedy, whether statutory, written, oral, express or implied, including without limitation, warranties of merchantability and fitness for a particular purpose, or warranties arising from course of dealing or usage of trade shall apply. The remedies set forth in this Agreement shall be Purchaser’s sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.

8. **Purchaser’s Rights and Obligations.**

- a. **Access to the Premises; Facility Access Rights.** Purchaser grants to Seller and to Seller’s agents, employees, contractors, and assignees an irrevocable non-exclusive license running with the Premises (the “**License**”) for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (ii) performing all of Seller’s obligations and enforcing all of Seller’s rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Purchaser’s electric system at the Facility, to the Utility’s electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Purchaser prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the “**License Term**”). During the License Term, Purchaser shall ensure that Seller’s rights under the License and Seller’s access to the Premises and the Facility are preserved and protected. Purchaser shall not interfere with nor shall permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this Agreement by either Party. At request of Seller, Purchaser shall execute a memorandum of License, and which shall be in form and substance as agreed to by the parties. Seller may, at its sole cost and expense, record such memorandum of License with the appropriate land registry or recorder’s office.
- b. **OSHA Compliance.** Seller shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in its performance under this Agreement.
- c. **Maintenance of Facility.** Purchaser or Lessee shall, at its sole cost and expense, maintain the Facility in good condition and repair. Purchaser will ensure that the Facility remains interconnected to the Utility’s electric distribution system at all times and will not cause cessation of electric service to the Facility from the Utility. Purchaser is fully responsible for the maintenance and repair of the Facility’s electrical system and of all of Purchaser’s

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equipment that utilizes the System’s outputs. Purchaser shall properly maintain in full working order all of Purchaser’s electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.

- d. **No Alteration of Facility.** Purchaser shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Seller’s prior written consent, which consent shall not be unreasonably withheld or delayed. Provided, however, that during initial construction and installation of the System at the Facility, Seller shall provide Purchaser with the opportunity to construct and install conduits for the installation of security cameras on the Facility; at any point during the Term of this Agreement, Purchaser shall also be allowed to install security cameras upon the Facility. Purchaser shall be responsible for all costs associated with the construction and installation of such conduits and security cameras; such construction and installation shall not interfere with the operation and maintenance of the System. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the System caused by Purchaser or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Purchaser’s alterations and repairs, shall be done by Seller or its contractors at Purchaser’s cost. In addition, in the event Purchaser makes such alterations or repairs, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during such disconnection or removal; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during such disconnection or removal; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during such disconnection or removal; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller’s owners) would have received with respect to electric energy that would have been produced by the System during such disconnection or removal. Determination of the amount of energy that would have been produced during any disconnection or removal shall be in accordance with the procedures in Section 10(b). All of Purchaser’s alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
- e. **Outages.** Purchaser shall be permitted to be offline for a total of forty-eight (48) daylight hours (each, a “**Scheduled Outage**”) per calendar year during the Term, during which hours Purchaser shall not be obligated to accept or pay for electricity from the System;

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provided, however, that Purchaser must notify Seller in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) daylight hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the outage; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the outage; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the outage; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the outage. Determination of the amount of energy that would have been produced during the removal or disconnection shall be in accordance with the procedures in Section 10(b).

- f. **Liens.** Purchaser shall not directly or indirectly cause or create any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim. Notwithstanding anything else herein to the contrary, pursuant to Section 19(a), Seller may grant a lien on the System and may assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party. ~~Purchaser is not responsible for any mortgage, pledge, lien charge, security interest, encumbrance, or other claim of any nature that may be caused or created by the owner of the Facility or other third parties.~~
- g. **Security.** Purchaser shall be allowed to continue to use the Facility, including but not limited to as a public and private parking lot. The Purchaser shall be permitted to do anything on the Facility that would not foreseeably harm the System.
- h. **Insolation.** Purchaser understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such

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injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 8(h) against Purchaser.

- i. **Data Line.** Purchaser shall provide Seller a high-speed internet data line during the Term to enable Seller to record the electric energy generated by the System. If Purchaser fails to provide such high-speed internet data line, or if such line ceases to function and is not repaired, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 4.
 - j. **Breakdown Notice.** Purchaser shall notify Seller within twenty-four (24) hours following the discovery by it of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System. Purchaser shall notify Seller immediately upon (i) an interruption in the supply of electrical energy from the System; or (ii) the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.
9. **Change in Law.** "Change in Law" means (i) the enactment, adoption, promulgation, modification, or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Seller's obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then either Party shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

If any Change in Law occurs that has a material adverse effect on the cost to the Purchaser regarding its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Seller from Purchaser of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve

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the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Purchaser shall have the right to terminate this Agreement in accordance with Exhibit 4.

10. **Relocation of System.**

- a. **System Relocation.** If Purchaser ceases to conduct business operations at the Facility, or otherwise vacates the Facility prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same utility district as the terminated System or in a location with similar utility rates and Insolation. Purchaser shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the real property where the System relocated to; and (iii) Term, which will be equal to the remainder of the Term of this Agreement calculated starting at the shutdown of the System pursuant to such relocation, and shall toll until the relocated System achieves commercial operation of such new location. Such amended agreement shall be deemed to be a continuation of this Agreement without termination. In addition, Purchaser shall be obligated to provide a new executed and notarized agreement covering the substitute premises in form and content substantially similar to the Easement Agreement. Purchaser shall also provide any new consents, estoppels, or acknowledgments reasonably required by Financing Parties in connection with the substitute premises.
- b. **Costs of Relocation.** Purchaser shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Seller in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refileing the security interests of Seller's Financing Parties in the System. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the relocation; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the relocation; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the relocation; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the relocation. Determination of the amount of energy that would have been produced during the relocation shall be based, during the first Contract Year, on the estimated levels of production and, after the first Contract Year, based on actual operation of the System in the same period in the previous

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Contract Year, unless Seller and Purchaser mutually agree to an alternative methodology. "**Contract Year**" means the twelve-month period beginning at 12:00 AM on the Commercial Operation Date or on any anniversary of the Commercial Operation Date and ending at 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date, provided that the first Contract Year shall begin on the Commercial Operation Date.

- c. **Adjustment for Insolation; Termination.** Seller shall remove the System from the vacated Facility prior to the termination of Purchaser's ownership, lease or other rights to use such Facility. Seller will not be required to restore the Facility to its prior condition but shall promptly pay Purchaser for any damage caused by Seller during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Seller shall have the right to make an adjustment to **Exhibit 1** such that Purchaser's payments to Seller are the same as if the System were located at the original Facility, increased to the extent necessary to compensate Seller for reduced revenues from Environmental Attributes and reduced Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) receive as a result of the relocation. If Purchaser is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by Purchaser.
11. **Removal of System at Expiration.** Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than 180 days after the expiration of the Term. Seller shall provide Purchaser a decommissioning bond for the full removal and any damages to the existing premises. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures. If applicable, Seller's removal of the System will not affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Seller is responsible for the repair and/or replacement of any and all damages caused by the removal of the System. In no case shall Seller's removal of the System cause damage to the Facility at the time of removal and insofar as damages occur, Seller shall be responsible for the associated costs, excluding normal wear and tear. Seller shall leave the Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

It is acknowledged that Seller's failure to remove the System by such agreed upon date will cause Purchaser to incur substantial removal costs, economic damages, and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by Purchaser of actual damages, and that liquidated damages represent a fair, reasonable and

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appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, Seller agrees that liquidated damages may be assessed and recovered by Purchaser as against Seller and its Surety, in the event of delayed removal and without Purchaser being required to present any evidence of the amount and character of actual damages sustained by reason thereof; therefore Seller shall be liable to Purchaser for payment of liquidated damages in the amount of One Thousand Dollars (\$1,000) for each day that substantial removal beyond the agreed upon date. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Seller shall pay them to Purchaser without limiting Purchaser's right to terminate this agreement for default as provided elsewhere herein.

12. **Measurement.** Seller shall install one or more meter(s), as Seller deems appropriate, at or immediately before the Delivery Point to measure the output of the System. Such meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Seller shall maintain the meter(s) in accordance with industry standards.
13. **Default, Remedies, and Damages.**
 - a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the "**Defaulting Party**", the other Party shall be deemed to be the "**Non-Defaulting Party**", and each event of default shall be a "**Default Event**":
 - i. Failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**Payment Default**");
 - ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
 - iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
 - iv. Purchaser loses its rights to occupy and enjoy the Premises;
 - v. a Party becomes insolvent or is a part to a bankruptcy, reorganization, insolvency, liquidation receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the

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Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure; or

- vi. Purchaser prevents Seller from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser’s obligations to make payments that otherwise would have been due under this Agreement;
- vii. Seller fails to remain an Illinois Solar for All (“ILSFA”) approved vendor or approved vendor designee;
- viii. Seller fails to comply with the Prevailing Wage Act as required by the ILSFA program;
- ix. Seller fails to maintain agreements with and approvals from Ameren to interconnect with its delivery system;
- x. Seller fails to pay tax liabilities when due; or
- xi. Seller fails to provide solar generation for the sole use of Purchaser for a period of greater than six (6) months not related to a Force Majeure event.

b. **Remedies.** Remedies for default, damages upon termination by default, termination payments, and obligations are detailed as follows:

- i. **Remedies for Payment Default.** If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.
- ii. **Remedies for Other Defaults.** On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. Nothing herein shall limit either Party’s right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event. If Purchaser terminates this contract without cause prior to commencement of System installation, a five-thousand (\$5,000) design cancellation fee shall also apply in addition to any other remedy available to Seller.
- iii. **Damages Upon Termination by Default.** Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the “**Termination Payment**”):
 - a. **Purchaser.** If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to for any given Contract Year, the amount set forth on

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Exhibit 4, Attachment A attached hereto. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement.

- b. **Seller.** If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (1) the net present value (using a discount rate of prime +2%) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (2) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (3) any removal costs incurred by Purchaser, and (4) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.
- c. **Obligations Following Termination.** If a Non-Defaulting Party terminates this Agreement pursuant to this Section 13(b), then following such termination, Seller shall, at the sole cost and expense of the Defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

14. Representations, Warranties and Covenants

- a. **General Representations and Warranties.** Each Party represents and warrants to the other the following as of the Effective Date:
 - i. Such Party is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

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- ii. Such Party has obtained all licenses, authorizations, consents, and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.
 - b. **Purchaser's Representations, Warranties and Covenants.** Purchaser represents and warrants to the Seller the following as of the Effective Date and covenants throughout the Term:
 - i. **License.** Purchaser has title to or a leasehold or other property interest in the Premises. Purchaser has the full right, power and authority to grant the License contained in Section 8(a). Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Facility. If Purchaser does not own the Premises or Facility, Purchaser has obtained all required consents from the owner of the Premises and/or Facility to grant the License and enter into and perform its obligations under this Agreement.
 - ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.
 - iii. **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to the Facility's physical configuration, Purchaser's planned use of the Facility, and Purchaser's estimated electricity requirements, is accurate in all material respects.
 - iv. **Purchaser Status.** Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
 - v. **Hazardous Substances.** Purchaser is not aware of any hazardous substances at, on, above, below, or near the Premises.
 - vi. **No Pool Use.** No electricity generated by the System will be used to heat a swimming pool.
15. **System and Facility Damage and Insurance.**
- a. **System and Facility Damage.**
 - i. **Seller's Obligations.** If the System is damaged or destroyed other than by Purchaser's gross negligence or willful misconduct Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5)

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years of the Initial Term or during any Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees (A) to pay for the cost of such restoration of the System or (B) to purchase the System "AS-IS" at its Fair Market Value as determined in accordance with Section 16(c).

- ii. **Purchaser's Obligations.** If the Facility is damaged or destroyed by casualty of any kind or any other than Seller's gross negligence or willful misconduct, such that the operation of the System and/or Purchaser's ability to accept the electric energy produced by the System are materially impaired or prevented, Purchaser shall promptly work with the owner of the Premises to repair and restore the Facility to its pre-existing condition; provided, however, that if more than 50% of the Facility is destroyed during the last five years of the Initial Term or during any Additional Term, Purchaser may elect either (A) to restore the Facility or (B) to pay the Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

- b. **Insurance Coverage.** At all times during the Term, Seller and Purchaser shall maintain the following insurance:

- i. **Seller's Insurance.** Seller shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law. Seller's commercial general liability insurance shall be endorsed to name Purchaser as an additional insured and shall also include the following endorsement: "The insurance afforded to the additional insured is primary insurance. If the additional insured has other insurance that is applicable to the loss on a contributing, excess or contingent basis, the amount of this insurance company's liability under this policy shall not be reduced by the existence of such other insurance. Any insurance covered by the additional insured shall be excess and non-contributing with the insurance provided by the Seller."
- ii. **Purchaser's Insurance.** Purchaser shall maintain commercial general liability insurance coverage of at least 1,000,000 dollars (\$1,000,000) per occurrence and 2,000,000 dollars (\$2,000,000) annual aggregate.

- c. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is canceled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise canceled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policyholders Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.

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- d. **Certificates.** Upon the other Party's request, each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

16. **Ownership; Option to Purchase.**

- a. **Ownership of System.** Throughout the Term (except as otherwise permitted in Section 19) Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes (unless otherwise specified on Exhibit 1), and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of the Seller and Purchaser agree that the Seller (or the designated assignee of Seller permitted under Section 19) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner. Upon request, Purchaser agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Facility (if the Facility is leased by Purchaser), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Purchaser does not own the Premises or Facility, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Purchaser's lease of the Premises and/or Facility.
- b. **Option to Purchase.** At the end of any Contract Year but no sooner than after the sixth Contract Year, and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price determined by the Seller at the fair market value of the system. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Any such purchase shall be on an as-is, where-is basis, and Seller shall not provide any warranty or other guarantee

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regarding the performance of the System, provided, however, that Seller shall assign to Purchaser any manufacturer's warranties that are in effect as of the purchase, and which are assignable pursuant to their terms.

- c. **Determination of Fair Market Value.** "Fair Market Value" means, in Seller's reasonable determination: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, or (ii) the present value (using a discount rate of all associated future income streams expected to be received by Seller arising from the operation of the System for the remaining term of the Agreement). Seller shall determine Fair Market Value within thirty (30) days after Purchaser has exercised its option to Purchase the System. Seller shall give written notice to the Purchaser of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If the Purchaser reasonably objects to Seller's determination of Fair Market Value within thirty (30) days after Seller has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

17. **Indemnification and Limitations of Liability**

- a. **General.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "**Indemnified Parties**"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 14 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or

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its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 17(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 17(c).

- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 17(b) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.
- c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all the Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 17(c)(i)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises or the Premises generally or any deposit, spill or release of any Hazardous Substance.

"Hazardous Substance" means any chemical, waste or other substance (A) which no or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental

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Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

18. **Force Majeure.**

- a. **"Force Majeure".** Force Majeure means any event or circumstance beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser's ability to make payment, and no late fees will be imposed during the reasonable recovery period for Purchaser up to one-hundred and twenty (120) days.
- d. If a Force Majeure event continues for a period of six (6) months, one-hundred and eighty (180) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force

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Majeure event, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

19. **Assignment and Financing.**

- a. **Assignment.** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party within thirty (30) calendar days, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Seller, (iii) assign this Agreement and the System to any entity through which Seller is obtaining financing or capital for the System and (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller's obligations hereunder by the assignee). In the event of any such assignment, the Seller shall be released from all its liabilities and other obligations under this Agreement. However, any assignment of Seller's right and/or obligations under this Agreement, shall not result in any change to Purchaser's rights and obligations under this Agreement. Purchaser's consent to any other assignment shall not be unreasonably withheld if Purchaser has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.
- b. **Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from one or more Financing Parties. "**Financing Parties**" means person or persons providing construction or permanent financing to Seller in connection with construction, ownership, operation and maintenance of the System, or if applicable, means, if applicable, any person to whom Seller has transferred the ownership interest in the System, subject to a leaseback of the System from such person. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to Section 19(a)(i)-(iv), Purchaser agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.
- c. **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long-term financing or other credit support provided to Seller or its

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affiliates by Financing Parties, that such Financing Parties may require that Seller or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the “**Successor Provider**”). Purchaser agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

20. **Confidentiality and Publicity.**

- a. **Confidentiality.** If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser’s business (“**Confidential Information**”) to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, “**Representatives**”), and affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information). Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 20(a), except as set forth in Section 20(b). All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party’s need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 20(a) by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 20(a). To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 20(a) but shall be in addition to all other remedies available at law or in equity.

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- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.
21. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.
22. **Miscellaneous Provisions.**
- a. **Choice of Law.** The law of the state where the System is located, Illinois, shall govern this Agreement without giving effect to conflict of law principles.
- b. **Arbitration and Attorney's Fees.** Any dispute arising from or relating to enforcement of this Agreement but not for contribution in tort claims or other claims which do not involve interpretation or enforcement of the agreement, shall be arbitrated in Illinois with a mutually agreed upon arbitrator. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a local mediator may be consulted prior to arbitration and shall be mutually agreed upon. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.
- c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or

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registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.

- d. **Survival.** Provisions of this Agreement should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 7(h) (No Warranty), Section 14 (Representations and Warranties), Section 15(b) (Insurance Coverage), Section 17 (Indemnification and Limits of Liability), Section 20 (Confidentiality and Publicity), Section 22(a) (Choice of Law), Section 22 (b) (Arbitration and Attorneys 'Fees), Section 22(c) (Notices), Section 22 (g) (Comparative Negligence), Section 22(h) (Non-Dedication of Facilities), Section 22(j) (Service Contract), Section 22(k) (No Partnership) Section 22(l) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 22(m) (No Third Party Beneficiaries).
- e. **Further Assurances.** Each of the Parties hereto agrees to provide such information, execute and delivery an instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

POWER PURCHASE AGREEMENT (“PPA”)

- g. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- h. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party’s facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party’s performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 11 of this Agreement.
- i. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.
- j. **Service Contract.** The Parties intend for this Agreement to be a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- k. **No Partnership.** No provision of this agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.

POWER PURCHASE AGREEMENT ("PPA")

- l. Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such an event, such provision shall be changed and interpreted to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- m. No Third-Party Beneficiaries.** Except for assignees, Financing Parties [and Successor Providers] permitted under Section 19, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
- n. Bonding.**

 - i. Performance Bond Liability.** Any performance bond issued for a site or system will cease one (1) year from the completion of construction. If a warranty or guarantee is provided under the terms of this Agreement, the balance of any warranty or guarantee beyond one-year term of the applicable performance bond shall continue to be guaranteed solely by Seller under the terms of this Agreement. The performance bond does not guarantee any property restorative requirements.
 - ii. Payment Bond Liability.** Any payment bond issued will cease at the termination of any time required by law.
 - iii. Performance Guarantee.** Neither payment bonds, whether for labor or materials, nor performance bonds are applicable to any specified performance guarantee.

POWER PURCHASE AGREEMENT (“PPA”)

Exhibit 4 Termination Payment

Contract Year	Termination Payment Amount
1	\$3,681,061
2	\$1,563,556
3	\$1,057,240
4	\$659,309
5	\$380,606
6	\$233,058
7	\$229,785
8	\$226,153
9	\$222,130
10	\$217,682
11	\$212,774
12	\$207,364
13	\$201,409
14	\$194,859
15	\$187,664
After Year 15	Fair Market Value

POWER PURCHASE AGREEMENT (“PPA”)

Exhibit 5

Attachment A- Description of Premises

Premises on which the solar asset and its components shall be located consist generally of the City of Decatur Public Library Building & Parking Lot in accordance with the following descriptions from GIS:

ALLEN MC REYNOLDS & COS ~ALL BLK 10 & VAC ALLEYS & LTS ~2,3,6,7,10,11,13,14 B 15/ ~ST DOC 01-58-94 MAIN LIBRARY ~(EX E127 OF VAC ALLEY LYG ~BTWN LTS 9,10,11,12,13,& 14 BLK 15 & ALSO E107 LT 12 ~BLK 15 98-58-100 & EX E 0.39A 88X195)

POWER PURCHASE AGREEMENT ("PPA")

Exhibit 7

Performance Guarantee Agreement

This Performance Guarantee Agreement (this "**Agreement**") is entered into by the parties listed below (each a "**Party**" and collectively the "**Parties**") as of the date signed by Seller below (the "**Effective Date**").

Purchaser:		Seller:	
Name and Address	City of Decatur 1 Gary K Anderson Plaza Decatur, IL 62523 Attn: City Manager	Name and Address	Hawk-Attollo, LLC 801 W. Main Street Suite A221 Peoria, IL 61606 Attn: Jason Hawksworth
Phone	217-424-2700	Phone	309-231-3900
Fax	217-424-2871	Fax	309-495-7996
Email	tgleason@decaturil.gov	E-mail	jason@hawkenergysolutions.com
System Description: Detailed in the Power Purchase Agreement Exhibit 2		Size/Location: Decatur Public Library – 994.4 kW (DC)	

This Agreement sets forth the terms and conditions of a performance guarantee provided by Seller in conjunction with that certain solar Power Purchase Agreement ("**PPA**") by and between Seller and Purchaser dated _____.

1. **Warranty.** Seller guarantees that during the term of the PPA the System will generate the guaranteed kilowatt-hours (kWh) ("**Guaranteed kWh**") of energy to Purchaser set forth as follows:
 - A. Seller guarantees that the System will produce 90% of the Guaranteed kWh in the baseline Contract Year 1 with an annual adjustment of the Annual System Degradation Factor of 1% for all subsequent Contract Years.
 - B. Commencing on the second anniversary of the Commercial Operation Date, if at the end of each successive thirty-six (36) month anniversary thereof, the cumulative Actual kWh generated by the System is **less** than the Guaranteed kWh, then the Seller will send Purchaser a refund check equal to the difference between the average cost of electricity per kWh shown on the User's electric utility bill for the Contract Year for each kWh of such Production Shortfall and the Electricity Price. Seller will make that payment within thirty (30) days after the end of the relevant calendar year.

POWER PURCHASE AGREEMENT ("PPA")

- C. Commencing on the second anniversary of the Commercial Operation Date, if at the end of each successive thirty-six (36) month anniversary thereof the Actual kWh is **greater** than the Guaranteed kWh during any thirty-six (36) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the next true up period.

- D. **"Guaranteed kWh":**

True Up Term Years	City of Decatur - Guaranteed kWh
Years 1-3	3,298,593
Years 4-6	3,200,622
Years 7-9	3,105,560
Years 10-12	3,013,322
Years 13-15	2,923,823

- E. **"Actual kWh"** means the AC electricity produced by the System in kilowatt-hours measured and recorded by Seller during each successive thirty-six (36) month anniversary of the Commercial Operation Date. To measure the Actual kWh, the parties shall use the Egaugue revenue grade meter or to the extent such services are not available, Seller will estimate the Actual kWh by using reasonable commercial methods.

- F. **Effective Date:** The term of the Agreement shall commence on the Effective Date and shall continue for fifteen (15) years from the Commercial Operation Date (the "Term"), unless and until the earlier termination of the PPA. If the Parties to the PPA elect to renew the PPA at the end of its term as provided for therein, Purchaser may request that this Agreement be-renewed in conjunction with the PPA. Seller shall promptly respond to such request with the terms under which Seller will renew this Agreement.

2. **Exclusions.** The Guarantee does not apply to any repair, replacement or correction required due to the following:

- A. Someone other than Seller or its approved service providers installs, removes, re-installs or repairs the System;
- B. Destruction or damage to the System or its ability to safely produce energy not caused by Seller or its approved service providers while servicing the System (e.g., a tree falls on the System);
- C. Purchaser's failure to perform, or breach of, Purchaser's obligations under the PPA to the extent such failure or breach impacts System production (such as if Purchaser modifies or alters the System);

POWER PURCHASE AGREEMENT ("PPA")

- D. Purchaser's breach of this Agreement including being unavailable to provide access or assistance to Seller in diagnosing or repairing a problem or failing to maintain the System as stated in the Solar Operation and Maintenance Guide;
- E. Any Force Majeure Event (as defined below);
 - i. A power or voltage surge caused by Purchaser or any party or event not within Seller's control, including a grid supply voltage outside of the standard range specified by the Utility;
 - ii. Any System failure not caused by a Seller a breach under the PPA (e.g., such as making roof repairs); or
 - iii. Theft of the System.
- F. Nothing in this Agreement shall be construed as a warranty or guarantee by Seller that the Purchaser (or any beneficiary of this Agreement) will realize saving as a result of this Agreement or the PPA. Seller's guarantee hereunder is a guarantee of electrical production from the System and not of any savings resulting from such electrical production.

3. **Force Majeure.** If Seller is unable to perform all or some of its obligations under this Agreement because of a Force Majeure Event, Seller will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- A. Seller, as soon as is reasonably practical, gives Purchaser notice describing the Force Majeure Event;
- B. Seller's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event; and
- C. No Seller obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Seller's or Purchaser's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means) the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products; and failure of equipment not utilized by Seller or under its control.

POWER PURCHASE AGREEMENT ("PPA")

4. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, overnight courier, or regular, certified, or registered mail, return receipt requested, and shall be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the party identified in this Agreement at the address set forth above or such other address as either party may specify in writing. Each party shall deem a document faxed or sent by electronic mail to it as an original document.

Seller: Hawk-Attollo, LLC 801 W. Main Street, Suite A221 Peoria, IL 61606 Attn: Jason Hawksworth PHONE: (309) 231-3900 FAX: (309) 495-7996 EMAIL: jason@hawkenergysolutions.com	Purchaser: City of Decatur (Public Library) 1 Gary K Anderson Plaza Decatur, IL 62523 Attn: City Manager PHONE: (217) 424-2700 FAX: (217) 424-2871 EMAIL: tgleason@decaturil.gov
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5. **Applicable Law.** All disputes arising out of the performance or non-performance under this Agreement shall be construed in accordance with the laws of the State of Illinois.
6. **Entire Agreement, Changes.** This Agreement contains the parties' entire agreement regarding the matters set forth herein. Seller's obligations under this Agreement are separate and distinct from the obligations of the Seller or its assigns under the PPA. No breach of this Agreement shall affect either Party's obligations under the PPA. Any change to this Agreement must be in writing and signed by both Parties. If any provision of this Agreement, or portion thereof, is held by a court of competent jurisdiction to be contrary to law or otherwise unenforceable, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

POWER PURCHASE AGREEMENT ("PPA")

Purchaser:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Seller:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

POWER PURCHASE AGREEMENT (“PPA”)

Exhibit 8 Project Requirements

General Requirements

7.1. Electrical Service and Interconnection Requirements

7.1.1. The CONTRACTOR shall provide a layout of the solar system and identify the location of the interconnection to the utility and the host CDPL metered account.

7.1.2. The CONTRACTOR shall interconnect the solar system with the existing building service and this service shall be independent of the other services required by the facility.

7.1.3. The contractor is to determine the main service amperage for each account to be associated with the solar system.

7.1.4 The solar system shall be a Net Meter interconnection with Ameren, Illinois in accordance with the current Distributed Generation Interconnection Administration Code.

7.1.5. The existing meter shall be replaced by Ameren, Illinois to provide a two-way meter capable of measuring the flow of electricity in two directions.

7.1.6. Due to the location of the service interconnections, a separate solar system disconnect panel shall be located near the main entrance for use by fire and emergency services with access to be approved by Authority Having Jurisdiction (AHJ).

7.2. Design Requirements

7.2.1. The CONTRACTOR shall commence the design of the solar system with the preparation of “design development” contract documents to include but not be limited to outline specifications, detailed implementation/construction plans, and detailed permit/regulatory submission plans to be submitted for CDPL review and comment.

7.2.2. The CONTRACTOR shall include 35% design drawings on the solar grid support structure, solar array layout, electrical equipment, and electrical interconnection/metering.

7.2.3. The CONTRACTOR shall include specifications for the solar panels, inverters, electrical equipment, electrical interconnection/metering, system controls and monitoring equipment.

7.2.4. The CONTRACTOR shall include specifications for the solar grid support with design drawings, design calculations, and design load calculation based on the existing building structure capacity to support the new load for the solar system.

7.2.5. The CONTRACTOR shall provide relevant technical documentation of the technologies proposed to be installed for the solar system.

7.2.6. The CONTRACTOR shall provide a PVSYST model run for the system size being proposed which supports the data included in the Proposal to include but not limited to:

- Maximum Guaranteed power capacity (DC kW), measured at the inverter(s) input.

POWER PURCHASE AGREEMENT (“PPA”)

- Guaranteed power capacity (AC kW), measured at the inverter(s) output.
- Nominal and de-rated AC kW production, including data assumptions for winter and summer hours of solar generation.
- Summer on-peak, mid-peak, and winter peak hours must be explained with some detail of assumptions and performance criteria based on seasonal sunlight availability and variable weather conditions.
- Estimated capacity factor (percent) and annual output (kWh), and provide the methodology used to develop the estimates.
- Guaranteed maximum PV panel degradation rate over a fifteen-year period.

7.2.7. The CONTRACTOR shall develop and submit with the Design Development Documents a detailed permit/regulatory submission plan for CDPL for review and comment.

7.2.8. The CONTRACTOR shall develop and submit with the Design Development Documents the Ameren Illinois utility interconnection and related permit applications submission plan to CDPL for review and comment.

7.2.9. Further design and submission of applications for permits and regulatory approvals shall not commence until the “design development” contract documents are approved by the CDPL.

7.2.10. The CONTRACTOR shall provide services to install Fire Department Emergency Disconnection System at the main service disconnection for the City of Decatur Fire Rescue response personnel. The disconnection shall allow emergency personnel secure access to the disconnection panel. The National Electric Code (NEC) requires a “rapid shut down system” to insure full shut down of electricity production from the solar panels, inverters, and associated equipment. The CONTRACTOR shall include in the design development and final design documents details on the service disconnect location, panel, controls, and sequence of operation.

7.2.11. Upon the CDPL approval of the design development documents the CONTRACTOR shall develop and submit 95% design documents to include but not limited to solar grid support structure, solar array, electric equipment, electrical interconnection/metering equipment, and all related building components.

7.2.12. The CONTRACTOR shall include final specifications for the solar panels, inverters, electric equipment, electrical interconnection/metering, system controls and monitoring equipment. Submit with the 95% design documents the detailed permit/regulatory submission plan and Ameren Illinois interconnection and related permit applications submission plan for CDPL review and comment.

7.2.13. Upon approval from the CDPL the CONTRACTOR shall complete the 100% design documents for the complete system. The design documents shall be signed and sealed by the applicable design professionals to include, but is not limited to, structural engineer, electrical engineer, solar engineer, and if applicable, a registered architect and mechanical engineer. The completed documents are to be provided to the CDPL for their records.

7.3. Permit Requirements

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7.3.1. The installation shall include, but is not limited to, securing all permits and approvals from governing agencies, Ameren, Illinois, and applicable regulatory authorities for all equipment necessary to construct a fully operational solar photovoltaic electric generating system.

7.3.2. The CONTRACTOR shall develop a detailed permit/regulatory submission plan for CDPL review and comment.

7.3.3. The submission of the permit applications shall be coordinated and submitted with the prior approval of the CDPL.

7.3.4. If approval for utility interconnection is not obtained, the PPA can be terminated by the CDPL with no cost or payment due to the CONTRACTOR.

7.3.5. If approval is not obtained from any applicable regulatory or approval agency to include but not be limited to building permits, environmental permits, storm water management permits, fire department approval, electrical inspections, etc. the PPA can be terminated by the CDPL with no cost or payment due to the CONTRACTOR.

7.4. Construction Requirements

7.4.1. CONTRACTOR shall provide a detailed construction schedule and submit to the CDPL for review, comments, and revisions prior to commencement of construction. The schedule must accommodate the ongoing event activities at the City of Decatur Public Library so as not to restrict parking and access to the facilities. The plan should have not more than 25% of the current parking lot set aside for construction at the same time as the facility is under construction. A phased plan must be proposed to ensure continuity of services and access to events by the general public and CDPL staff.

7.4.2. CONTRACTOR must have the designated Project Manager/Supervisor/Foreman on site at all times when construction is underway.

7.4.3. CONTRACTOR shall propose an area for material delivery and storage & submit to the CDPL for review, comments, and revisions prior to commencement of construction. The area must be enclosed with a temporary fence or approved enclosure. CDPL is not responsible or liable for materials stored onsite by the CONTRACTOR.

7.4.4. CONTRACTOR shall avoid activities creating a significant noise during regular operating/working hours. No temporary interruption of electric power in the buildings, either partially or for the entire service, is to be performed during regular operating/working hours. All service interruptions shall be performed with prior approval by the CDPL after regular operating/ working hours.

7.4.5. The CONTRACTOR shall provide all labor, materials, equipment, supplies, construction equipment to include cranes, scaffolding, etc. and related services to construct the solar photovoltaic generating systems as requested in this RFP to include but not limited to the following:

1. Solar panels & array
2. Inverters and Components
3. Structural grid support system
4. Electric equipment and all related equipment

POWER PURCHASE AGREEMENT (“PPA”)

5. Electrical interconnection/metering equipment
6. Related system and building components.
7. Fire Department Disconnect Panel and Control System
8. Light Pole Removal or relocation
9. New LED Lighting
10. Remote monitoring equipment
11. Provide all electrical connections to the designated power panels to supply electricity generated by the system to include service panels and inverters.
12. Related control equipment
13. Permits
14. Product and equipment warranties from manufactures
15. Operation manuals
16. Installation shall be performed under the supervision of personnel holding a current NABCEP PV Installer certificate.
17. Damage to existing buildings and utilities shall be repaired to original condition.
18. No work done on this project shall void an existing warrantee.
19. For the finished installation, special attention shall be paid to minimizing the risk of exposed fasteners, sharp edges, and potential future damage to the modules or support structure.
20. Corrosion resistance and durability of the hardware shall be provided.
21. Power shall be connected to the existing power panels.
22. All replacement parts shall be UL listings and meet or exceed the governing FCC, CTL, and ANSI certification requirements
23. All fixtures and materials provided shall comply with all Federal, State, and Macon County Codes and Standards.
24. Storm water management facilities and structures as required by the permitting agency.
25. Sediment and erosion control as required by the permitting agency.
26. Repair and replacement of existing parking lot paving, gutters and sidewalk
27. New parking lot paving, gutters and sidewalk as required by the permitting agency.
28. Array Fencing, Weather Station Fencing, Temporary Laydown area fencing. Fence Slating.
29. Aggregate, Backfill, Grading Materials

POWER PURCHASE AGREEMENT (“PPA”)

7.4.6. The CONTRACTOR shall provide all related services to commence the operation of the systems with a formal commissioning process to be approved in advance by the CDPL.

7.4.7. Upon completion of construction, CONTRACTOR shall submit to the CDPL a full set of “as-built” drawings, final approved cut-sheets and or specifications of the final materials and equipment installed, operating manuals and copies of all applicable warranties.

7.5. System Commissioning, Certification of Commercial Operation Requirements

7.5.1. The CONTRACTOR shall provide all related services to commence the operation of the system with a formal commissioning process to be approved in advance by the CDPL.

7.5.2. The CDPL will independently contract a third-party commissioning agent. The CONTRACTOR shall work with the commissioning agent to coordinate the commissioning process which shall begin within thirty days (30) from the date of the final certification of commercial operation of the power generated by the solar photovoltaic electric generating system.

7.5.3. The CONTRACTOR shall provide the CDPL staff with training on the operation and routine maintenance of the system thirty days (30) prior to commencement of the operation of the systems.

7.6. Warranty Initial Twenty-Four Months of Operation Requirements

7.6.1. The CONTRACTOR shall provide to the CDPL warranty on all equipment installed and services provided, to insure but not be limited to peak operation, peak solar production, any service interruption, etc. at no additional cost to CDPL for 24 months from the date of commencement of commercial operation of the solar systems.

7.7. Manufacturers Warranties

7.7.1. The CONTRACTOR shall provide manufacturers warranties to be issued to the CDPL for all key components of the solar systems to be included but not be limited to, Solar Panels, Inverters, Structural Grid Support System, and Electrical Equipment.

7.8. Remote Monitoring System Requirements

7.8.1. The CONTRACTOR shall also provide a remote monitoring system to be installed at a location to be designated by the CDPL and provide data to be accessible to the CDPL, to include but not be limited to:

- Current Solar Generation in KW
- Kilowatt Hours generated daily, weekly, monthly, annually, and total to date.
- Weather Data: Sky conditions. Temperature
- Energy Offsets of the system

7.8.2. The system shall be designed for turnkey, remote operation by authorized CDPL users. Data shall be transmitted via the Internet from the site to a server managed by the awarded CONTRACTOR. Data storage, management, and display will be the responsibility of the awarded CONTRACTOR.

7.8.3. The system shall provide for public display of the solar system performance data.

POWER PURCHASE AGREEMENT ("PPA")

7.9. Performance Requirements

7.9.1. The CDPL requires an annual production "performance guarantee" for the term of the PPA. Failure to meet this requirement is grounds for termination of this agreement.

7.9.2. The CONTRACTOR shall provide a projection of the system annual performance based on the final design documents and specifications. The projection shall not be based on the aggregation of the Two systems.

7.9.3. The projection calculations shall be provided for review and approval by the CDPL. Upon approval by the CDPL the data will establish the performance baseline for the "performance guarantee."

7.9.4. Performance Requirements: Delivered kWh quantity from the project shall be 90% of CONTRACTOR'S approved production during any contiguous two-year period beginning on the date of the approved commercial operation of the solar systems. If the solar production is less than the 90% performance baseline the CONTRACTOR must reimburse the CDPL for the cost of the non-solar electricity supply services at the amount billed on the designated accounts within 45 days.

7.10. System Operations Monitoring, Maintenance, Repair Service Requirements

7.10.1. The CONTRACTOR shall provide operation, maintenance, emergency service response and repair/replacement services on site within four hours of notification from CDPL of any disruption in the operation of the solar systems for the full term of the PPA.

7.10.2. The CONTRACTOR shall provide services to the CDPL for the ongoing system operations and monitoring services at no additional cost to the CDPL for the full term of the PPA.

7.10.3. The purpose of this service is to ensure the solar system is operating as designed and specified as per the performance guarantee. The data shall be collected through the Solar System Performance Monitoring Systems.

7.10.4. The CONTRACTOR shall provide a report on each month's performance within fifteen days on the end of the report month to include:

i) Current Solar Generation in KW

ii) Kilowatt Hours generated daily, weekly, monthly, annually, and total to date

7.10.5. Variance in performance shall be identified and recommendations for improvement provided to CDPL. Improvements shall be implemented by the CONTRACTOR at no additional cost to CDPL.

7.11. System Annual Maintenance Service Contract Requirements

7.11.1. The CONTRACTOR shall provide a contract for ongoing annual system maintenance services to the CDPL to include quarterly preventive maintenance service and on call services if required. The cost will be considered as an additional service to the base construction contract and cost. The CDPL can elect not to accept the offer and select another CONTRACTOR to provide the services.

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Exhibit 8

Power Purchase Agreement Addendum Illinois Solar For All Program

System Owner: Hawk-Attollo, LLC (Seller)

Project Host/Name: City of Decatur - Public Library (Purchaser)

In accordance with the Illinois Power Agency Illinois Solar for All (ILSFA) consumer protection requirements, this contract addendum serves to bring the Power Purchase Agreement into full compliance with the minimum contract requirements. Those minimum contract requirements that may not be fully addressed within the already executed Power Purchase Agreement include the following:

1. Right of rescission within seven business days after contract execution (only for Low-Income Distributed Generation; not for Non-profits/Public Facilities)
2. Annual degradation is estimated at .05% per year.
3. Terms provided within the Power Purchase Agreement are contingent upon selection in the Illinois Solar for All program and a resulting REC contract.
4. The Purchaser will not be required to complete the Interconnection Application with the Utility. A member of the development team will complete the application and provide the original application fee.
5. Seller commits to not pass on any costs related to curing problems found in project inspections conducted by the Illinois Power Agency or its designees.
6. Seller commits to provide the name of any subcontractor to Purchaser before work begins.
7. As noted in the consumer disclosure and Power purchase Agreement, the Purchaser has the option for an early termination of the agreement with the termination fee calculated according to a Net Present Value calculation.
8. System removal cannot be mandatory upon contract expiration under ILSFA. As such, Purchaser shall have the option to elect removal, purchase, or one five-year extension. No system removal fee is allowed. Renewal and purchase terms are specified within the PPA. Seller should be notified not more than one hundred and twenty (120) days or less than sixty (60) days of the original contract term.
9. The system performance warranty will be fifteen (15) years with a guarantee of no degradation of electrical generation output greater than fifteen (15) percent. In the event of underperformance at no fault of the Purchaser, the Purchaser may submit a complaint to the Seller in writing requesting compensation for such losses. No other performance guarantees are provided unless otherwise noted within the PPA.
10. The Seller/System Owner has the right to file a UCC-1 statement.
11. Seller is responsible for operations and maintenance, including system and component repairs preventing functioning according to industry standards as per the PPA contract term.
Upon selling or moving out of the property, the Purchaser shall have the choice to buy out (at Fair Market Value) the PPA arrangement or transfer it to a new resident/occupant. In order to transfer

POWER PURCHASE AGREEMENT (“PPA”)

the PPA agreement, the Purchaser shall ensure that the condition of sale includes the transfer of the PPA agreement and any addenda or otherwise provide for the continuation of the contractual obligations of the PPA under a lease agreement with the new resident/occupant (i.e. renter). Pending the sale or transfer of the utility meter service, Purchaser must maintain a utility account and meter service and cooperate fully with Seller to establish ongoing power sales to the utility (i.e. qualifying facility).

City of Decatur

Hawk-Attollo LLC

Signature

Signature

Date

Date

Distributed Generation with Illinois Shines

on-site solar serving the energy needs of your home or business



What Is Illinois Shines?

Illinois Shines is a state-administered incentive program to support the development of new solar projects. Through the program, Illinois electric utilities provide payments to Approved Vendors in exchange for 15 or 20 years of Renewable Energy Credits (RECs) generated by new solar projects. Approved Vendors are solar companies that are vetted and approved to participate in Illinois Shines. Approved Vendors may use Designees, who are also registered with the program, to help with sales, marketing, and installation work.

What Is Distributed Generation?

A distributed generation solar project generates electricity that is used on-site. It can be installed on a roof or built on the ground at a home or business.

What Are RECs?

RECs represent the environmental attributes of the electricity generated from solar panels, but not the electricity itself. Whoever owns the RECs has the right to say they used that solar power. By participating in Illinois Shines, the RECs from your solar project will be transferred to an Illinois electric utility. The sale of your RECs will not affect your solar project's production or your ability to use the electricity generated by your solar project. Utilities purchase RECs to meet their obligation to supply a certain amount of power from renewable energy.

For more information on RECs, see a video at vimeo.com/113250210

Will I Be Paid Directly For the RECs My Solar Project Generates?

Your Approved Vendor will receive an incentive payment from the electric utility for the RECs your project will generate over time. Your Approved Vendor may pass along a portion of the incentive payment to you, or they may use the payment to reduce the amount you pay for your solar project (such as a lower purchase price or lower lease rate). **If your Approved Vendor passes along part of the incentive payment to you, this may happen several months after your project is installed.** Illinois Shines is not a rebate program, and the State of Illinois **does not** make direct payments to customers.



You can view an ADA accessible version of this document at www.illinoisshines.com/accessible.



What Are the Ownership and Financing Options When Installing Solar?

The most common options are 1) **PURCHASE**: buy the project outright or finance with a loan 2) **LEASE**: make regular payments to the project owner, or 3) **POWER PURCHASE AGREEMENT (PPA)**: pay the project owner for the electricity generated by the project at an agreed upon per kilowatt-hour rate. If you lease or sign a PPA, you don't own the solar project, but you get to use the electricity generated by the solar project.

When deciding on the best option for you, consider:

- If you're buying the project, how much will it cost? Will you take out a loan to pay for it? How do the loan payments compare to projected reductions in your monthly electric bill?
- If you're leasing the project, how much is your monthly lease payment? How does that compare to projected reductions in your monthly electric bill? Do you have to put money down at the start?
- If you're signing a PPA for the project, how much is the per kilowatt-hour price for the energy produced? How does that compare to your current electricity rate? Do you have to put money down at the start?
- Does your lease or PPA include an escalation clause that increases the amount of payments over time? If so, by how much do payments increase?

Going solar is a significant financial commitment, so exercise the same caution you would when making other major consumer decisions. It is good practice to get quotes from at least three companies and to check references.

You should take the time you need to compare offers and to fully understand the contract before signing.

How Do I Know If I Will Save Money By Going Solar?

You are not guaranteed to save money unless your contract includes an explicit guarantee. The questions below will affect whether you save money. You can answer some questions yourself, while others can be answered by your installer or sales agent.

What per kilowatt-hour rate am I currently paying for electricity?

The higher the electricity rate before you go solar, the more money you can potentially save.

Is my roof good for solar?

The direction your roof faces and how much shade it gets will affect how much electricity a roof-mounted solar project will generate. The roof's condition should also be considered.

How much electricity will the solar project generate?

If your solar project produces more electricity than you use over an annual period, you may not receive value for all the electricity generated.

Will I receive any money for the RECs?

The Approved Vendor will be paid by a utility for your solar project's RECs. The Approved Vendor may pass along a portion of this payment or may use the payment to reduce your cost of going solar.

Can I use the federal Investment Tax Credit?

If you buy your project, you may qualify for a substantial federal income tax credit. Consult your tax adviser.

How long do I expect to stay in my home or business location?

If you lease or sign a PPA, you may be required to buy out the contract if you move. Read your contract closely to understand what happens if you move.

What Is Net Metering and How Do I Enroll?

Net metering measures extra electricity your solar project produces and sends to the electric grid, and credits you for it on your electric bill. To participate in net metering, an application must be submitted to your electric utility.

Make sure you understand if your solar provider will submit a net metering application on your behalf for the solar project. Failure to enroll may significantly decrease the financial value you receive from your solar project.

Consumer Protection

Your solar provider is required to provide you with this informational brochure and a standard Disclosure Form. Review your Disclosure Form carefully and use it to compare offers from other Illinois Shines Approved Vendors. You must receive and sign the Disclosure Form before you sign an installation contract. Other Illinois Shines consumer protections include:

- If you sign a contract for a solar project 25 kW or smaller, you can cancel without penalty within the period allowed by your contract or law, which cannot be less than three calendar days.
- Illinois Shines sets out requirements for what information and terms must be included in your installation contract.
- Only Approved Vendors may submit solar project applications to Illinois Shines; these companies are vetted by the Program Administrator.
- Dedicated Program Administrator staff answer questions and assist in resolving customer complaints.

Complaint Procedures

If you have a problem related to your solar project or the sales process, first try to resolve it with your installer or the Approved Vendor. If you can't agree about how to solve the problem, you may contact the **Illinois Shines Program Administrator** by emailing complaints@illinoisshines.com or by calling 877-783-1820.

If you have been subject to fraudulent or deceptive sales practices, the Illinois Attorney General's Consumer Protection Division may be able to help.

CHICAGO: 800-386-5438 | TTY: 800-964-3013

SPRINGFIELD: 800-243-0618 | TTY: 877-844-5461

CARBONDALE: 800-243-0607 | TTY: 877-675-9339

SPANISH LANGUAGE: 866-310-8398

For more information, go to www.illinoisshines.com

Illinois Solar for All, another incentive program, is available for income-eligible customers and includes savings guarantees. Learn more at www.IllinoisSFA.com.

SUBJECT: Resolution Authorizing a Behind the Meter Solar Project and Power Purchase Agreement for the William Street Pump Station

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
William Street. PPA	Backup Material
Power Purchase Agreement	Backup Material

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A BEHIND THE METER SOLAR PROJECT FOR
THE WILLIAM STREET PUMP STATION

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

WHEREAS: the City of Decatur owns the William Street Pump Station located at 2707 E. William St. which use a significant amount of electricity; and,

WHEREAS: the City of Decatur has supported and authorized staff to explore the solar potential to offset the electric supply needs for this facility; and,

WHEREAS: the City desires to pursue a proposed behind the meter solar project based on the ROI and benefits of renewable energy production.

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

Section 1. That the City Manager, or their designee, is authorized to execute the proposed power purchase agreement (PPA), of which the draft is attached here as Exhibit A.

Section 2. That the City Manager, or their designee, is authorized to execute the necessary utility interconnection agreement, and any other documents necessary to authorize this behind the meter solar project.

PRESENTED and ADOPTED this _____ day of _____, 2024.

Julie Moore Wolfe, Mayor

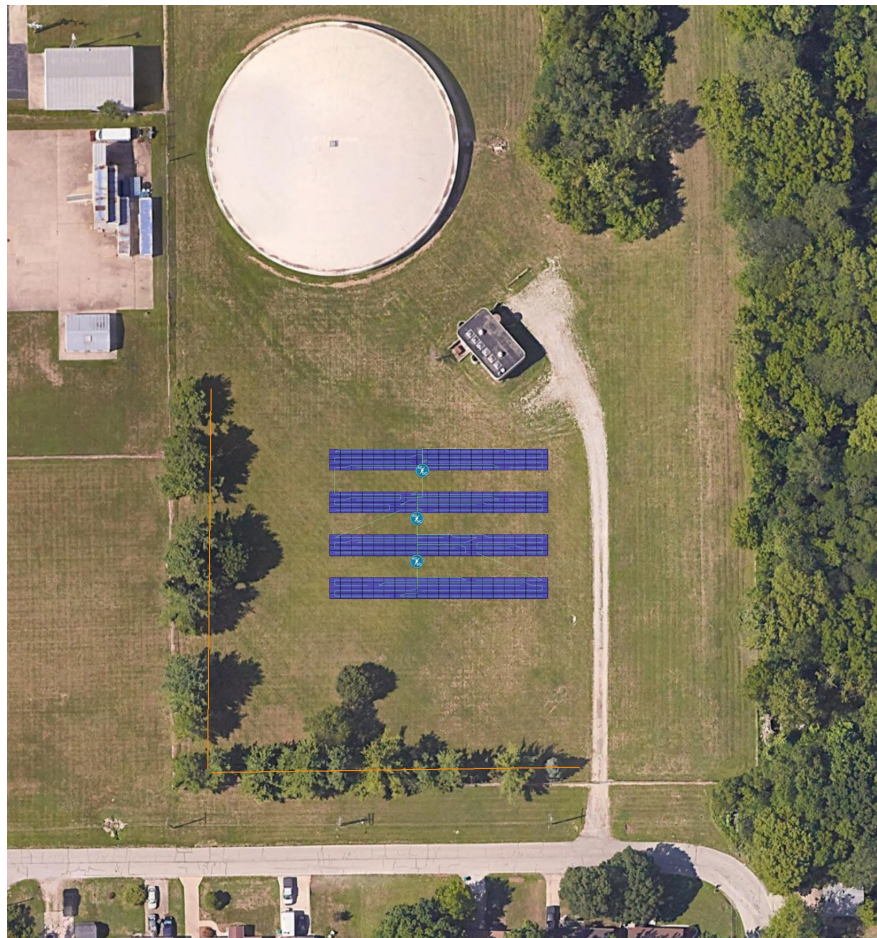
Attest:

Kim Althoff, City Clerk

City of Decatur

Solar PPA Cash Flow Analysis

			CNE & Ameren Rates				Hawk PPA & Ameren Rates				
Net Meter			Supply Cost	Delivery Cost	Bundled	Electricity	Supply Cost	Delivery Cost	Bundled	Electricity	Annual
Hawk	Year	System kWh	CNE	Ameren	Consolidated	TOTAL	Hawk PPA Rate	Ameren	Consolidated	TOTAL	Cost
		Production	per kWh	per kWh	per kWh	Cost	per kWh	per kWh	per kWh	Cost	Difference
Pump Station	2023	236,775	0.08729	0.04557	0.13286	\$31,458	0.0450	0.0108	0.0558	\$13,217	\$18,241
165 kW	2024	235,591	0.08729	0.0456	0.1329	\$31,301	0.0458	0.0108	0.0566	\$13,331	\$17,970
	2025	234,413	0.08729	0.0456	0.1329	\$31,144	0.0465	0.0108	0.0574	\$13,447	\$17,697
15 Years	2026	233,241	0.08904	0.0456	0.1346	\$31,396	0.0473	0.0108	0.0582	\$13,564	\$17,832
	2027	232,075	0.08904	0.0465	0.1355	\$31,450	0.0481	0.0110	0.0592	\$13,733	\$17,717
	2028	230,915	0.09082	0.0465	0.1373	\$31,704	0.0490	0.0110	0.0600	\$13,853	\$17,851
	2029	229,760	0.09082	0.0465	0.1373	\$31,546	0.0498	0.0110	0.0608	\$13,975	\$17,570
	2030	228,611	0.09263	0.0465	0.1391	\$31,803	0.0506	0.0110	0.0617	\$14,099	\$17,704
	2031	227,468	0.09263	0.0465	0.1391	\$31,644	0.0515	0.0110	0.0625	\$14,224	\$17,420
	2032	226,331	0.09449	0.0474	0.1419	\$32,116	0.0524	0.0113	0.0636	\$14,401	\$17,714
	2033	225,199	0.09449	0.0474	0.1419	\$31,955	0.0533	0.0113	0.0645	\$14,530	\$17,425
	2034	224,073	0.09638	0.0474	0.1438	\$32,219	0.0542	0.0113	0.0654	\$14,660	\$17,559
	2035	222,953	0.09638	0.0474	0.1438	\$32,058	0.0551	0.0113	0.0663	\$14,792	\$17,266
	2036	221,838	0.09830	0.0474	0.1457	\$32,325	0.0560	0.0113	0.0673	\$14,926	\$17,399
	2037	220,729	0.09830	0.0484	0.1467	\$32,373	0.0570	0.0115	0.0685	\$15,111	\$17,261
						\$476,489				\$211,864	\$264,626
											55.5%



POWER PURCHASE AGREEMENT (“PPA”)

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Purchaser:		Seller:	
Name & Address	City of Decatur 1 Gary K. Anderson Plaza Decatur, IL 62523 Attn: City Manager	Name & Address	Hawk-Attollo LLC 801 W. Main Street, #A223 Peoria, IL 61606 Attn: Jason Hawksworth, Manager
Phone	217-424-2700	Phone	309-231-3900
Fax	217-424-2871	Fax	309-495-7996
Email	tgleason@decaturil.gov		jason@hawkenergysolutions.com
Premises Ownership	Purchaser [X] owns [] leases the Premises. Project location- City of Decatur Firehouse #2 Water Pump Station, 2707 E William, Decatur, IL 62521	Additional Seller Information	

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in **Exhibit 2** (the “**System**”) and installed at the Purchaser’s facility described in **Attachment A** (the “**Facility**”).

The exhibits listed below are incorporated by reference and made a part of this Agreement (checked if applicable).

- X** Exhibit 1: Basic Terms & Conditions
- X** Exhibit 2: System Description
- N/A** Exhibit 3: Credit Information
- X** Exhibit 4: General Terms & Conditions
- X** Exhibit 5: Termination Payments
- X** Exhibit 6: Description of Premises
- X** Exhibit 7: Performance Guarantee Agreement

POWER PURCHASE AGREEMENT ("PPA")

- X Exhibit 8: Project Requirements
- X Exhibit 9: Power Purchase Agreement Addendum
- X Exhibit 10: ILSFA Brochure for Non-Profit Public Facilities & Program Resource Guide

Authorization Signatures:

Purchaser: City of Decatur

Seller: Hawk-Attollo, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

POWER PURCHASE AGREEMENT (“PPA”)

Exhibit 1

Basic Terms & Conditions

1. Term: Fifteen (15) years, beginning on the Commercial Operation Date.
2. Additional Terms: Up to two (2) Additional Terms of five (5) years each.
3. Environmental Incentives, Rebates & Attributes: Incentives Accrue to Seller, Attributes to Utility
4. Prepayment Option (See Paragraph 16 for Purchase Option): \$N/A
5. Contract Price (per kWh)/Annual Escalator: \$.0450/1.7%.

Contract Year	\$/kWh
1	.0450
2	.0458
3	.0465
4	.0473
5	.0481
6	.0490
7	.0498
8	.0506
9	.0515
10	.0524
11	.0533
12	.0542
13	.0551
14	.0560
15	.0570

POWER PURCHASE AGREEMENT (“PPA”)

6. Anticipated Condition Satisfaction Date: September 30, 2025 (estimated)
7. Anticipated Commercial Operations Date: October 31, 2025 (estimated) or following completion of Purchaser’s Punchlist, whichever occurs later.
8. Contract Year: Twelve (12) months, the first of which begins the first day of the month following the Commercial Operation Date.
9. Rebate Variance: All prices in this Agreement are calculated based on an upfront rebate of \$44,000 (Ameren mails check to utility billing customer name on file, and Buyer signs over to Seller.). If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received.
10. Illinois Solar for All: All projects in Illinois Solar for All will be compliant with the program requirements including the ownership of environmental benefits and applicable mandatory terms and conditions in the consumer disclosure such as the option to cancel, late fees, etc. (Exhibit 8). If Illinois Solar for All cannot be utilized, then the Seller will provide a modified agreement consistent with Illinois Shines program.
11. System Installation:

Includes:	[x] Design, engineering, permitting, installation, monitoring, rebate application & paperwork processing of the system [x] Limited warranty [x] Any like substantive equipment, in the sole discretion of the Seller [x] State or utility rebate, if any. Describe: <u>To Developer/Seller</u> (Ameren mails check to utility billing customer name on file, which shall be signed over to Developer/Seller.)
Excludes:	Unforeseen groundwork (including but not limited to excavation/ circumvention or underground obstacles), upgrades or repairs to the existing facility conditions for any repairs necessary to bring up to code or to repair any components in disrepair prior to any alterations related to the system or its interconnection, tree removal and trimming.

POWER PURCHASE AGREEMENT ("PPA")

Exhibit 2- Site Location

System Description

1. System Location: 2707 E Williams Street, Decatur IL
2. System Size (DC): 176 kW
3. Expected First Year Energy Production: 248.9 MWh
4. Expected Structure: [X] Ground Mount/Solar Canopy [] Roof Mount [] Other
5. Expected Modules:

<u>Manufacturer/Model</u>	<u>Quantity</u>
Solar4America S4A550-144MH10	320

6. Expected Inverters:

<u>Manufacturer/Model</u>	<u>Quantity</u>
SMA/Sunny Tripower CORE 1 50-US	3

7. Facility & System Layout: See **Exhibit 2a, Attachment A**
8. Utility/Account Number: Ameren/2004539858

POWER PURCHASE AGREEMENT (“PPA”)

Exhibit 2, Attachment A Facility & System Layout

Aerial Photograph of the Facility	See below
Conceptual Drawing of the System	See below
Delivery Point	Delivery point at <u>main service panel</u>
Access Points	At main switch and utility meter input



POWER PURCHASE AGREEMENT (“PPA”)

Exhibit 3

Exhibit 3, Credit Information

Credit Information- Not Applicable

POWER PURCHASE AGREEMENT ("PPA")

Exhibit 4

Solar Power Purchase Agreement

General Terms & Conditions

August 8, 2013 Solar Energy Finance Association Version 1.0

1. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all the electric energy generated by the System during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the "**Term**"). Electric energy generated by the System will be delivered to the Purchaser at the delivery point identified on **Exhibit 2** (the "**Delivery Point**"). Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser may purchase electric energy for the Facility from other sources if the Purchaser's electric requirements at the Facility exceed the output of the System. Any purchase, sale and/or delivery of electric energy generated by the System prior to the Commercial Operation Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation by the purchase, sale and/or delivery of such test energy.
3. **Term and Termination.**
 - a. **Initial Term.** The initial term ("**Initial Term**") of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The "**Commercial Operation Date**" is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. Upon Purchaser's request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller's contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at the Facility (the "**Utility**"), as set forth on **Exhibit 2**. This Agreement is effective as of the Effective Date and Purchaser's failure to enable Seller to provide the electric energy by preventing it from installing the System or otherwise not performing shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.

POWER PURCHASE AGREEMENT ("PPA")

- b. **Additional Terms.** Prior to the end of the Initial Term or of any applicable Additional Term, as defined below, if Purchaser has not exercised its option to purchase the System, either Party may give the other Party written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in **Exhibit 1** (each such additional period, an "Additional Term"). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party's offer, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.

4. **Billing and Payment.**

- a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electric energy generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in **Exhibit 1** (the "Contract Price"). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of energy generated during the applicable month, as measured by the System meter.
- b. **Monthly Invoices.** Seller shall invoice Purchaser monthly, either manually or electronically. Such monthly invoices shall state (i) the amount of electric energy produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser. The Contract Price includes electronic invoicing. If manual invoicing is required, Seller reserves the right to charge a twenty-five-dollar (\$25) handling charge to each invoice.
- c. **Taxes.** Purchaser shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the System or the interconnection of the System to the Utility's electric distribution system, excluding property taxes on the System; provided, however, Purchaser will not be required to pay or reimburse Seller for any taxes during periods when Seller fails to deliver electric energy to Purchaser for reasons other than Force Majeure or as a result of Purchaser's acts or omissions. For purposes of this Section 4(c), "Taxes" means any federal, state and local ad valorem, , occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller's revenues due to the sale of energy under this Agreement, which shall be Seller's responsibility. No real estate taxes are anticipated by this agreement, but the seller shall be responsible for any real estate taxes caused by this system. Any Property taxes levied against the system will necessitate an adjustment in the Rate Recovery Fee to

POWER PURCHASE AGREEMENT (“PPA”)

recover costs, which adjustment shall be no greater than necessary for Seller to recover costs commensurate with the Property tax levy.

- d. **Payment Terms.** All amounts due under this Agreement shall be due and payable net sixty (60) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the (60) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate, as published in the Wall Street Journal (but not to exceed the maximum rate permitted by law).

5. **Environmental Attributes and Incentives.** Unless otherwise specified on **Exhibit 1**, Seller is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser’s purchase of electricity under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Purchaser, if engaged in commerce and/or trade, shall submit to Seller for approval any press releases regarding Purchaser’s use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Seller. Approval shall not be unreasonably withheld, and Seller’s review and approval shall be made in a timely manner to permit Purchaser’s timely publication.

“**Environmental Attributes**” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gasses (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable

POWER PURCHASE AGREEMENT (“PPA”)

energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products. This includes State of Illinois Renewable Energy Credits.

“**Environmental Incentives**” means all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

“**Governmental Authority**” means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

“**Tax Credits**” means all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

6. **Conditions to Obligations.**

a. **Conditions to Seller’s Obligations.** Seller’s obligations under this Agreement are conditioned upon the completion of the following conditions to Seller’s reasonable satisfaction on or before the Condition Satisfaction Date:

- i. Completion of a physical inspection of the Facility and the property upon which the Facility is located (the “**Premises**”) including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Facility and the Premises for the System;
- ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Seller’s Financing Parties. “**Construction Agreement**” as used in this subsection means an agreement between Seller and any Contractor or Subcontractor to install the System;
- iii. Confirmation that the Seller will obtain all applicable Environmental Incentives and Tax Credits;
- iv. Receipt of all necessary zoning, land use and building permits; and
- v. Receipt of all necessary agreements with the Utility for interconnection of the System to Facility electrical system and/or the Utility’s electric distribution system.

b. **Failure of Conditions.** If any of the conditions listed in subsection (a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates, then Seller may terminate this Agreement upon ten (10) days written notice

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to Buyer without liability for costs or damages or triggering a default under this Agreement.

- c. **Commencement of Construction.** Seller's obligation to commence construction and installation of the System is conditioned on Seller's receipt of (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement and (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises or the Facility, as applicable, that such person will recognize Seller's rights under this Agreement for as long Seller is not in default hereunder.
- d. **Conditions to Purchaser's Obligations.** Purchaser's obligations under Section 4(a) are conditioned upon the occurrence of the Commercial Operation Date for the System by the Outside Commercial Operation Date.

7. Seller's Rights and Obligations.

- a. **Permits and Approvals.** Seller, with Purchaser's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:
 - i. any zoning, land use, and building permits required to construct, install and operate the System; and
 - ii. any agreements and approvals from the Utility necessary to interconnect the System to the Facility electrical system and/or the Utility's electric distribution system.

Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining such agreements, permits, and approvals.

- b. **Standard System Repair and Maintenance.** Seller shall construct and install the System at the Facility. The System shall have adequate resistance to wind loads. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser's negligence, willful misconduct or breach of this Agreement. Routine repairs and maintenance shall include, but not be limited to, effective water management and salt tolerance. Seller shall also ensure adequate lighting at the Facility, which lighting level shall be no less than the original condition of the lighting system prior to construction and installation of the System at the Facility. Seller shall not be responsible for any work done by others on any part of the System unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Seller or Seller's contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller's contractors' then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Facility to make standard repairs.

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- c. **Non-Standard System Repair and Maintenance.** If seller incurs incremental costs to maintain the System to conditions at the Facility or due to the inaccuracy of any information provided by Purchaser and relied upon by Seller, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Seller. In such an event, the Parties will negotiate such equitable adjustment in good faith.
- d. **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser shall notify Seller immediately upon the discovery of an emergency condition affecting the System.
- e. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of electricity from the System to the Delivery Point for maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.
- f. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.
- g. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges. Upon the written request of Purchaser, Seller shall promptly discharge such claims, losses, damages, liabilities and expenses; provided, however, Purchaser shall also have, and may exercise at any time and from time to time, the right to offset payments due Seller to clear all liens placed on the Facility or the Premises due to Seller's acts and omissions, including all associated claims, losses, damages, liabilities and expenses resulting from such liens. Provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the

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Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises.

- h. **No Warranty.** No warranty or remedy, whether statutory, written, oral, express or implied, including without limitation, warranties of merchantability and fitness for a particular purpose, or warranties arising from course of dealing or usage of trade shall apply. The remedies set forth in this Agreement shall be Purchaser's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.

8. **Purchaser's Rights and Obligations.**

- a. **Access to the Premises; Facility Access Rights.** Purchaser grants to Seller and to Seller's agents, employees, contractors, and assignees an irrevocable non-exclusive license running with the Premises (the "**License**") for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (ii) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Purchaser's electric system at the Facility, to the Utility's electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Purchaser prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the "**License Term**"). During the License Term, Purchaser shall ensure that Seller's rights under the License and Seller's access to the Premises and the Facility are preserved and protected. Purchaser shall not interfere with nor shall permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this Agreement by either Party. At request of Seller, Purchaser shall execute a memorandum of License, and which shall be in form and substance as agreed to by the parties. Seller may, at its sole cost and expense, record such memorandum of License with the appropriate land registry or recorder's office.
- b. **OSHA Compliance.** Seller shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in its performance under this Agreement.
- c. **Maintenance of Facility.** Purchaser or Lessee shall, at its sole cost and expense, maintain the Facility in good condition and repair. Purchaser will ensure that the Facility remains interconnected to the Utility's electric distribution system at all times and will not cause cessation of electric service to the Facility from the Utility. Purchaser is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Purchaser's

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equipment that utilizes the System’s outputs. Purchaser shall properly maintain in full working order all of Purchaser’s electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.

- d. **No Alteration of Facility.** Purchaser shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Seller’s prior written consent, which consent shall not be unreasonably withheld or delayed. Provided, however, that during initial construction and installation of the System at the Facility, Seller shall provide Purchaser with the opportunity to construct and install conduits for the installation of security cameras on the Facility; at any point during the Term of this Agreement, Purchaser shall also be allowed to install security cameras upon the Facility. Purchaser shall be responsible for all costs associated with the construction and installation of such conduits and security cameras; such construction and installation shall not interfere with the operation and maintenance of the System. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the System caused by Purchaser or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Purchaser’s alterations and repairs, shall be done by Seller or its contractors at Purchaser’s cost. In addition, in the event Purchaser makes such alterations or repairs, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during such disconnection or removal; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during such disconnection or removal; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during such disconnection or removal; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller’s owners) would have received with respect to electric energy that would have been produced by the System during such disconnection or removal. Determination of the amount of energy that would have been produced during any disconnection or removal shall be in accordance with the procedures in Section 10(b). All of Purchaser’s alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
- e. **Outages.** Purchaser shall be permitted to be offline for a total of forty-eight (48) daylight hours (each, a “**Scheduled Outage**”) per calendar year during the Term, during which hours Purchaser shall not be obligated to accept or pay for electricity from the System;

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provided, however, that Purchaser must notify Seller in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) daylight hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the outage; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the outage; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the outage; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the outage. Determination of the amount of energy that would have been produced during the removal or disconnection shall be in accordance with the procedures in Section 10(b).

- f. **Liens.** Purchaser shall not directly or indirectly cause or create any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim. Notwithstanding anything else herein to the contrary, pursuant to Section 19(a), Seller may grant a lien on the System and may assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party. Purchaser is not responsible for any mortgage, pledge, lien charge, security interest, encumbrance, or other claim of any nature that may be caused or created by the owner of the Facility or other third parties.
- g. **Security.** Purchaser shall be allowed to continue to use the Facility, including but not limited to as a public and private parking lot. The Purchaser shall be permitted to do anything on the Facility that would not foreseeably harm the System.
- h. **Insolation.** Purchaser understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such

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injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 8(h) against Purchaser.

- i. **Data Line.** Purchaser shall provide Seller a high-speed internet data line during the Term to enable Seller to record the electric energy generated by the System. If Purchaser fails to provide such high-speed internet data line, or if such line ceases to function and is not repaired, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 4.
 - j. **Breakdown Notice.** Purchaser shall notify Seller within twenty-four (24) hours following the discovery by it of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System. Purchaser shall notify Seller immediately upon (i) an interruption in the supply of electrical energy from the System; or (ii) the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.
9. **Change in Law.** "Change in Law" means (i) the enactment, adoption, promulgation, modification, or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Seller's obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then either Party shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

If any Change in Law occurs that has a material adverse effect on the cost to the Purchaser regarding its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Seller from Purchaser of notice of such Change in Law, meet and attempt in

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good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Purchaser shall have the right to terminate this Agreement in accordance with Exhibit 4.

10. Relocation of System.

- a. **System Relocation.** If Purchaser ceases to conduct business operations at the Facility, or otherwise vacates the Facility prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same utility district as the terminated System or in a location with similar utility rates and Insolation. Purchaser shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the real property where the System relocated to; and (iii) Term, which will be equal to the remainder of the Term of this Agreement calculated starting at the shutdown of the System pursuant to such relocation, and shall toll until the relocated System achieves commercial operation of such new location. Such amended agreement shall be deemed to be a continuation of this Agreement without termination. In addition, Purchaser shall be obligated to provide a new executed and notarized agreement covering the substitute premises in form and content substantially similar to the Easement Agreement. Purchaser shall also provide any new consents, estoppels, or acknowledgments reasonably required by Financing Parties in connection with the substitute premises.
- b. **Costs of Relocation.** Purchaser shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Seller in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refileing the security interests of Seller's Financing Parties in the System. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the relocation; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the relocation; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the relocation; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the relocation. Determination of the amount of energy that would have been produced during the relocation shall be based, during the first Contract Year, on the estimated levels of production and, after the first

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Contract Year, based on actual operation of the System in the same period in the previous Contract Year, unless Seller and Purchaser mutually agree to an alternative methodology. "Contract Year" means the twelve-month period beginning at 12:00 AM on the Commercial Operation Date or on any anniversary of the Commercial Operation Date and ending at 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date, provided that the first Contract Year shall begin on the Commercial Operation Date.

- c. **Adjustment for Insolation; Termination.** Seller shall remove the System from the vacated Facility prior to the termination of Purchaser's ownership, lease or other rights to use such Facility. Seller will not be required to restore the Facility to its prior condition but shall promptly pay Purchaser for any damage caused by Seller during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Seller shall have the right to make an adjustment to **Exhibit 1** such that Purchaser's payments to Seller are the same as if the System were located at the original Facility, increased to the extent necessary to compensate Seller for reduced revenues from Environmental Attributes and reduced Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) receive as a result of the relocation. If Purchaser is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by Purchaser.
11. **Removal of System at Expiration.** Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than 180 days after the expiration of the Term. Seller shall provide Purchaser a decommissioning bond for the full removal and any damages to the existing premises. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures. If applicable, Seller's removal of the System will not affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Seller is responsible for the repair and/or replacement of any and all damages caused by the removal of the System. In no case shall Seller's removal of the System cause damage to the Facility at the time of removal and insofar as damages occur, Seller shall be responsible for the associated costs, excluding normal wear and tear. Seller shall leave the Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

It is acknowledged that Seller's failure to remove the System by such agreed upon date will cause Purchaser to incur substantial removal costs, economic damages, and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by

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Purchaser of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, Seller agrees that liquidated damages may be assessed and recovered by Purchaser as against Seller and its Surety, in the event of delayed removal and without Purchaser being required to present any evidence of the amount and character of actual damages sustained by reason thereof; therefore Seller shall be liable to Purchaser for payment of liquidated damages in the amount of One Thousand Dollars (\$1,000) for each day that substantial removal beyond the agreed upon date. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Seller shall pay them to Purchaser without limiting Purchaser's right to terminate this agreement for default as provided elsewhere herein.

12. **Measurement.** Seller shall install one or more meter(s), as Seller deems appropriate, at or immediately before the Delivery Point to measure the output of the System. Such meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Seller shall maintain the meter(s) in accordance with industry standards.

13. **Default, Remedies, and Damages.**

- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the "**Defaulting Party**", the other Party shall be deemed to be the "**Non-Defaulting Party**", and each event of default shall be a "**Default Event**":
- i. Failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**Payment Default**");
 - ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
 - iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
 - iv. Purchaser loses its rights to occupy and enjoy the Premises;
 - v. a Party becomes insolvent or is a part to a bankruptcy, reorganization, insolvency, liquidation receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs

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or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure; or

- vi. Purchaser prevents Seller from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement;
- vii. Seller fails to remain an Illinois Solar for All ("ILSFA") approved vendor or approved vendor designee;
- viii. Seller fails to comply with the Prevailing Wage Act as required by the ILSFA program;
- ix. Seller fails to maintain agreements with and approvals from Ameren to interconnect with its delivery system;
- x. Seller fails to pay tax liabilities when due; or
- xi. Seller fails to provide solar generation for the sole use of Purchaser for a period of greater than six (6) months not related to a Force Majeure event.

b. **Remedies.** Remedies for default, damages upon termination by default, termination payments, and obligations are detailed as follows:

- i. **Remedies for Payment Default.** If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.
- ii. **Remedies for Other Defaults.** On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event. If Purchaser terminates this contract without cause prior to commencement of System installation, a five-thousand (\$5,000) design cancellation fee shall also apply in addition to any other remedy available to Seller.
- iii. **Damages Upon Termination by Default.** Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):
 - a. **Purchaser.** If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to for any given Contract Year, the amount set forth on **Exhibit 4, Attachment A** attached hereto. The Parties agree that actual damages to Seller in the event

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this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement.

- b. **Seller.** If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (1) the net present value (using a discount rate of prime +2%) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (2) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (3) any removal costs incurred by Purchaser, and (4) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.
- c. **Obligations Following Termination.** If a Non-Defaulting Party terminates this Agreement pursuant to this Section 13(b), then following such termination, Seller shall, at the sole cost and expense of the Defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

14. **Representations, Warranties and Covenants**

- a. **General Representations and Warranties.** Each Party represents and warrants to the other the following as of the Effective Date:
 - i. Such Party is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
 - ii. Such Party has obtained all licenses, authorizations, consents, and approvals required by any Governmental Authority or other third party and necessary for

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such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

b. **Purchaser’s Representations, Warranties and Covenants.** Purchaser represents and warrants to the Seller the following as of the Effective Date and covenants throughout the Term:

- i. **Access.** Purchaser has title to or a leasehold or other property interest in the Premises. Purchaser has the full right, power and authority to grant the License contained in Section 8(a). Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Facility. If Purchaser does not own the Premises or Facility, Purchaser has obtained all required consents from the owner of the Premises and/or Facility to grant the License and enter into and perform its obligations under this Agreement.
- ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.
- iii. **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to the Facility’s physical configuration, Purchaser’s planned use of the Facility, and Purchaser’s estimated electricity requirements, is accurate in all material respects.
- iv. **Purchaser Status.** Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
- v. **Hazardous Substances.** Purchaser is not aware of any hazardous substances at, on, above, below, or near the Premises.
- vi. **No Pool Use.** No electricity generated by the System will be used to heat a swimming pool.

15. **System and Facility Damage and Insurance.**

a. **System and Facility Damage.**

- i. **Seller’s Obligations.** If the System is damaged or destroyed other than by Purchaser’s gross negligence or willful misconduct Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless

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Purchaser agrees (A) to pay for the cost of such restoration of the System or (B) to purchase the System "AS-IS" at its Fair Market Value as determined in accordance with Section 16(c).

- ii. **Purchaser's Obligations.** If the Facility is damaged or destroyed by casualty of any kind or any other than Seller's gross negligence or willful misconduct, such that the operation of the System and/or Purchaser's ability to accept the electric energy produced by the System are materially impaired or prevented, Purchaser shall promptly work with the owner of the Premises to repair and restore the Facility to its pre-existing condition; provided, however, that if more than 50% of the Facility is destroyed during the last five years of the Initial Term or during any Additional Term, Purchaser may elect either (A) to restore the Facility or (B) to pay the Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

- b. **Insurance Coverage.** At all times during the Term, Seller and Purchaser shall maintain the following insurance:

- i. **Seller's Insurance.** Seller shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law. Seller's commercial general liability insurance shall be endorsed to name Purchaser as an additional insured and shall also include the following endorsement: "The insurance afforded to the additional insured is primary insurance. If the additional insured has other insurance that is applicable to the loss on a contributing, excess or contingent basis, the amount of this insurance company's liability under this policy shall not be reduced by the existence of such other insurance. Any insurance covered by the additional insured shall be excess and non-contributing with the insurance provided by the Seller."
- ii. **Purchaser's Insurance.** Purchaser shall maintain commercial general liability insurance coverage of at least 1,000,000 dollars (\$1,000,000) per occurrence and 2,000,000 dollars (\$2,000,000) annual aggregate.

- c. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is canceled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise canceled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policyholders Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.

- d. **Certificates.** Upon the other Party's request, each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt,

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review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.

- e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

16. **Ownership; Option to Purchase.**

- a. **Ownership of System.** Throughout the Term (except as otherwise permitted in Section 19) Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes (unless otherwise specified on Exhibit 1), and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of the Seller and Purchaser agree that the Seller (or the designated assignee of Seller permitted under Section 19) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner. Upon request, Purchaser agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Facility (if the Facility is leased by Purchaser), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Purchaser does not own the Premises or Facility, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Purchaser's lease of the Premises and/or Facility.
- b. **Option to Purchase.** At the end of any Contract Year but no sooner than after the sixth Contract Year, and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price determined by the Seller at the fair market value of the system. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Any such purchase shall be on an as-is, where-is basis, and Seller shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that Seller shall assign to

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Purchaser any manufacturer's warranties that are in effect as of the purchase, and which are assignable pursuant to their terms.

- c. **Determination of Fair Market Value.** “Fair Market Value” means, in Seller’s reasonable determination: (i) the amount that would be paid in an arm’s length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, or (ii) the present value (using a discount rate of all associated future income streams expected to be received by Seller arising from the operation of the System for the remaining term of the Agreement). Seller shall determine Fair Market Value within thirty (30) days after Purchaser has exercised its option to Purchase the System. Seller shall give written notice to the Purchaser of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If the Purchaser reasonably objects to Seller’s determination of Fair Market Value within thirty (30) days after Seller has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

17. **Indemnification and Limitations of Liability**

- a. **General.** Each Party (the “**Indemnifying Party**”) shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the “**Indemnified Parties**”), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys’ fees (collectively, “**Liabilities**”) resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 14 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the

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Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 17(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 17(c).

- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 17(b) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.
- c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all the Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 17(c)(i)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises or the Premises generally or any deposit, spill or release of any Hazardous Substance.

"Hazardous Substance" means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

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18. Force Majeure.

- a. **"Force Majeure".** Force Majeure means any event or circumstance beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser's ability to make payment, and no late fees will be imposed during the reasonable recovery period for Purchaser up to one-hundred and twenty (120) days.
- d. If a Force Majeure event continues for a period of six (6) months, one-hundred and eighty (180) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

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19. Assignment and Financing.

- a. **Assignment.** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party within thirty (30) calendar days, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Seller, (iii) assign this Agreement and the System to any entity through which Seller is obtaining financing or capital for the System and (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller's obligations hereunder by the assignee). In the event of any such assignment, the Seller shall be released from all its liabilities and other obligations under this Agreement. However, any assignment of Seller's right and/or obligations under this Agreement, shall not result in any change to Purchaser's rights and obligations under this Agreement. Purchaser's consent to any other assignment shall not be unreasonably withheld if Purchaser has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.
- b. **Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from one or more Financing Parties. "**Financing Parties**" means person or persons providing construction or permanent financing to Seller in connection with construction, ownership, operation and maintenance of the System, or if applicable, means, if applicable, any person to whom Seller has transferred the ownership interest in the System, subject to a leaseback of the System from such person. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to Section 19(a)(i)-(iv), Purchaser agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.
- c. **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long-term financing or other credit support provided to Seller or its affiliates by Financing Parties, that such Financing Parties may require that Seller or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with

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respect to this Agreement (the "**Successor Provider**"). Purchaser agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

20. **Confidentiality and Publicity.**

- a. **Confidentiality.** If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser's business ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information). Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 20(a), except as set forth in Section 20(b). All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 20(a) by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 20(a). To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 20(a) but shall be in addition to all other remedies available at law or in equity.
- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena

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(but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

21. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.

22. **Miscellaneous Provisions.**

- a. **Choice of Law.** The law of the state where the System is located, Illinois, shall govern this Agreement without giving effect to conflict of law principles.
- b. **Arbitration and Attorney’s Fees.** Any dispute arising from or relating to enforcement of this Agreement but not for contribution in tort claims or other claims which do not involve interpretation or enforcement of the agreement, shall be arbitrated in Illinois with a mutually agreed upon arbitrator. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a local mediator may be consulted prior to arbitration and shall be mutually agreed upon. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys’ fees and costs.
- c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this

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Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.

- d. **Survival.** Provisions of this Agreement should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 7(h) (No Warranty), Section 14 (Representations and Warranties), Section 15(b) (Insurance Coverage), Section 17 (Indemnification and Limits of Liability), Section 20 (Confidentiality and Publicity), Section 22(a) (Choice of Law), Section 22 (b) (Arbitration and Attorneys 'Fees), Section 22(c) (Notices), Section 22 (g) (Comparative Negligence), Section 22(h) (Non-Dedication of Facilities), Section 22(j) (Service Contract), Section 22(k) (No Partnership) Section 22(l) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 22(m) (No Third Party Beneficiaries).
- e. **Further Assurances.** Each of the Parties hereto agrees to provide such information, execute and delivery an instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- g. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.

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- h. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 11 of this Agreement.
- i. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.
- j. **Service Contract.** The Parties intend for this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- k. **No Partnership.** No provision of this agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- l. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This

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Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such an event, such provision shall be changed and interpreted to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

- m. **No Third-Party Beneficiaries.** Except for assignees, Financing Parties [and Successor Providers] permitted under Section 19, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
- n. **Bonding.**
 - i. **Performance Bond Liability.** Any performance bond issued for a site or system will cease one (1) year from the completion of construction. If a warranty or guarantee is provided under the terms of this Agreement, the balance of any warranty or guarantee beyond one-year term of the applicable performance bond shall continue to be guaranteed solely by Seller under the terms of this Agreement. The performance bond does not guarantee any property restorative requirements.
 - ii. **Payment Bond Liability.** Any payment bond issued will cease at the termination of any time required by law.
 - iii. **Performance Guarantee.** Neither payment bonds, whether for labor or materials, nor performance bonds are applicable to any specified performance guarantee.

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Exhibit 5 Termination Payment

Contract Year	Termination Payment Amount
1	\$680,228
2	\$282,709
3	\$192,986
4	\$122,454
5	\$73,032
6	\$46,834
7	\$46,181
8	\$45,449
9	\$44,632
10	\$43,722
11	\$42,710
12	\$41,587
13	\$40,343
14	\$38,966
15	\$37,446
After Year 15	Fair Market Value

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Exhibit 6

Description of Premises

Premises on which the solar asset and its components shall be located consist generally of the City of Decatur Firehouse #2/Water Pump Station in accordance with the following descriptions from GIS:

S 18 R 163E E12.25CHS OF N ~10.35CHS ~SW1/4 NW1/4

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Exhibit 7

Performance Guarantee Agreement

This Performance Guarantee Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Purchaser:		Seller:	
Name and Address	City of Decatur 1 Gary K Anderson Plaza Decatur, IL 62523 Attn: City Manager	Name and Address	Hawk-Attollo, LLC 801 W. Main Street Suite A221 Peoria, IL 61606 Attn: Jason Hawksworth
Phone	217-424-2700	Phone	309-231-3900
Fax	217-424-2871	Fax	309-495-7996
Email		E-mail	jason@hawkenergysolutions.com
System Description: Detailed in the Power Purchase Agreement Exhibit 2		Size/Location: Decatur Firehouse #2 Water Pump Station – 176 kW (DC)	

This Agreement sets forth the terms and conditions of a performance guarantee provided by Seller in conjunction with that certain solar Power Purchase Agreement (“**PPA**”) by and between Seller and Purchaser dated _____.

1. **Warranty.** Seller guarantees that during the term of the PPA the System will generate the guaranteed kilowatt-hours (kWh) (“**Guaranteed kWh**”) of energy to Purchaser set forth as follows:
 - A. Seller guarantees that the System will produce 90% of the Guaranteed kWh in the baseline Contract Year 1 with an annual adjustment of the Annual System Degradation Factor of 1% for all subsequent Contract Years.
 - B. Commencing on the second anniversary of the Commercial Operation Date, if at the end of each successive thirty-six (36) month anniversary thereof, the cumulative Actual kWh generated by the System is **less** than the Guaranteed kWh, then the Seller will send Purchaser a refund check equal to the difference between the average cost of electricity per kWh shown on the User’s electric utility bill for the Contract Year for each kWh of such Production Shortfall and the Electricity Price. Seller will make that payment within thirty (30) days after the end of the relevant calendar year.

POWER PURCHASE AGREEMENT ("PPA")

- C. Commencing on the second anniversary of the Commercial Operation Date, if at the end of each successive thirty-six (36) month anniversary thereof the Actual kWh is **greater** than the Guaranteed kWh during any thirty-six (36) month period, this surplus will be carried over and will be used to offset any deficits that may occur in the next true up period.

- D. **"Guaranteed kWh":**

True Up Term Years	City of Decatur - Guaranteed kWh
Years 1-3	665,332
Years 4-6	645,571
Years 7-9	626,397
Years 10-12	607,792
Years 13-15	589,740

- E. **"Actual kWh"** means the AC electricity produced by the System in kilowatt-hours measured and recorded by Seller during each successive thirty-six (36) month anniversary of the Commercial Operation Date. To measure the Actual kWh, the parties shall use the Egaugue revenue grade meter or to the extent such services are not available, Seller will estimate the Actual kWh by using reasonable commercial methods.

- F. **Effective Date:** The term of the Agreement shall commence on the Effective Date and shall continue for fifteen (15) years from the Commercial Operation Date (the "Term"), unless and until the earlier termination of the PPA. If the Parties to the PPA elect to renew the PPA at the end of its term as provided for therein, Purchaser may request that this Agreement be-renewed in conjunction with the PPA. Seller shall promptly respond to such request with the terms under which Seller will renew this Agreement.

2. **Exclusions.** The Guarantee does not apply to any repair, replacement or correction required due to the following:

- A. Someone other than Seller or its approved service providers installs, removes, re-installs or repairs the System;
- B. Destruction or damage to the System or its ability to safely produce energy not caused by Seller or its approved service providers while servicing the System (e.g., a tree falls on the System);
- C. Purchaser's failure to perform, or breach of, Purchaser's obligations under the PPA to the extent such failure or breach impacts System production (such as if Purchaser modifies or alters the System);

POWER PURCHASE AGREEMENT ("PPA")

- D. Purchaser's breach of this Agreement including being unavailable to provide access or assistance to Seller in diagnosing or repairing a problem or failing to maintain the System as stated in the Solar Operation and Maintenance Guide;
- E. Any Force Majeure Event (as defined below);
 - i. A power or voltage surge caused by Purchaser or any party or event not within Seller's control, including a grid supply voltage outside of the standard range specified by the Utility;
 - ii. Any System failure not caused by a Seller a breach under the PPA (e.g., such as making roof repairs); or
 - iii. Theft of the System.
- F. Nothing in this Agreement shall be construed as a warranty or guarantee by Seller that the Purchaser (or any beneficiary of this Agreement) will realize saving as a result of this Agreement or the PPA. Seller's guarantee hereunder is a guarantee of electrical production from the System and not of any savings resulting from such electrical production.

3. **Force Majeure.** If Seller is unable to perform all or some of its obligations under this Agreement because of a Force Majeure Event, Seller will be excused from whatever performance is affected by the Force Majeure Event, provided that:

- A. Seller, as soon as is reasonably practical, gives Purchaser notice describing the Force Majeure Event;
- B. Seller's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event; and
- C. No Seller obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by Seller's or Purchaser's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means) the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products; and failure of equipment not utilized by Seller or under its control.

POWER PURCHASE AGREEMENT ("PPA")

4. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, overnight courier, or regular, certified, or registered mail, return receipt requested, and shall be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the party identified in this Agreement at the address set forth above or such other address as either party may specify in writing. Each party shall deem a document faxed or sent by electronic mail to it as an original document.

Seller: Hawk-Attollo, LLC 801 W. Main Street, Suite A221 Peoria, IL 61606 Attn: Jason Hawksworth PHONE: (309) 231-3900 FAX: (309) 495-7996 EMAIL: jason@hawkenergysolutions.com	Purchaser: City of Decatur (Firehouse #2/WPS) 1 Gary K Anderson Plaza Decatur, IL 62523 Attn: City Manager PHONE: (217) 424-2700 FAX: (217) 424-2871 EMAIL: tgleason@decaturil.gov
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5. **Applicable Law.** All disputes arising out of the performance or non-performance under this Agreement shall be construed in accordance with the laws of the State of Illinois.
6. **Entire Agreement, Changes.** This Agreement contains the parties' entire agreement regarding the matters set forth herein. Seller's obligations under this Agreement are separate and distinct from the obligations of the Seller or its assigns under the PPA. No breach of this Agreement shall affect either Party's obligations under the PPA. Any change to this Agreement must be in writing and signed by both Parties. If any provision of this Agreement, or portion thereof, is held by a court of competent jurisdiction to be contrary to law or otherwise unenforceable, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

POWER PURCHASE AGREEMENT ("PPA")

Purchaser:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Seller:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

POWER PURCHASE AGREEMENT (“PPA”)

Exhibit 8

Project Requirements

7. Project Requirements

7.1. Electrical Service and Interconnection Requirements

7.1.1. The CONTRACTOR shall provide a layout of the solar system and identify the location of the interconnection to the utility and the host COD metered account.

7.1.2. The CONTRACTOR shall interconnect the solar system with the existing building service and this service shall be independent of the other services required by the facility.

7.1.3. The contractor is to determine the main service amperage for each account to be associated with the solar system.

7.1.4 The solar system shall be a Net Meter interconnection with Ameren Illinois in accordance with the current Distributed Generation Interconnection Administration Code.

7.1.5. The existing meter shall be replaced by Ameren, Illinois to provide a two-way meter capable of measuring the flow of electricity in two directions.

7.1.6. Due to the location of the service interconnections, a separate solar system disconnect panel shall be located near the main entrance for use by fire and emergency services with access to be approved by Authority Having Jurisdiction (AHJ).

7.2. Design Requirements

7.2.1. The CONTRACTOR shall commence the design of the solar system with the preparation of “design development” contract documents to include but not be limited to outline specifications, detailed implementation/construction plans, and detailed permit/regulatory submission plans to be submitted for COD review and comment.

7.2.2. The CONTRACTOR shall include 35% design drawings on the solar grid support structure, solar array layout, electrical equipment, and electrical interconnection/metering.

7.2.3. The CONTRACTOR shall include specifications for the solar panels, inverters, electrical equipment, electrical interconnection/metering, system controls and monitoring equipment.

7.2.4. The CONTRACTOR shall include specifications for the solar grid support with design drawings, design calculations, and design load calculation based on the existing building structure capacity to support the new load for the solar system.

7.2.5. The CONTRACTOR shall provide relevant technical documentation of the technologies proposed to be installed for the solar system.

7.2.6. The CONTRACTOR shall provide a PVSYST model run for the system size being proposed which supports the data included in the Proposal to include but not limited to:

- Maximum Guaranteed power capacity (DC kW), measured at the inverter(s) input.
- Guaranteed power capacity (AC kW), measured at the inverter(s) output.

POWER PURCHASE AGREEMENT (“PPA”)

- Nominal and de-rated AC kW production, including data assumptions for winter and summer hours of solar generation.
- Summer on-peak, mid-peak, and winter peak hours must be explained with some detail of assumptions and performance criteria based on seasonal sunlight availability and variable weather conditions.
- Estimated capacity factor (percent) and annual output (kWh), and provide the methodology used to develop the estimates.
- Guaranteed maximum PV panel degradation rate over a fifteen-year period.

7.2.7. The CONTRACTOR shall develop and submit with the Design Development Documents a detailed permit/regulatory submission plan for COD for review and comment.

7.2.8. The CONTRACTOR shall develop and submit with the Design Development Documents the Ameren Illinois utility interconnection and related permit applications submission plan to COD for review and comment.

7.2.9. Further design and submission of applications for permits and regulatory approvals shall not commence until the “design development” contract documents are approved by the COD.

7.2.10. The CONTRACTOR shall provide services to install Fire Department Emergency Disconnection System at the main service disconnection for the City of Decatur Fire Rescue response personnel. The disconnection shall allow emergency personnel secure access to the disconnection panel. The National Electric Code (NEC) requires a “rapid shut down system” to insure full shut down of electricity production from the solar panels, inverters, and associated equipment. The CONTRACTOR shall include in the design development and final design documents details on the service disconnect location, panel, controls, and sequence of operation.

7.2.11. Upon the COD approval of the design development documents the CONTRACTOR shall develop and submit 95% design documents to include but not limited to solar grid support structure, solar array, electric equipment, electrical interconnection/metering equipment, and all related building components.

7.2.12. The CONTRACTOR shall include final specifications for the solar panels, inverters, electric equipment, electrical interconnection/metering, system controls and monitoring equipment. Submit with the 95% design documents the detailed permit/regulatory submission plan and Ameren Illinois interconnection and related permit applications submission plan for COD review and comment.

7.2.13. Upon approval from the COD the CONTRACTOR shall complete the 100% design documents for the complete system. The design documents shall be signed and sealed by the applicable design professionals to include, but is not limited to, structural engineer, electrical engineer, solar engineer, and if applicable, a registered architect and mechanical engineer. The completed documents are to be provided to the COD for their records.

7.3. Permit Requirements

7.3.1. The installation shall include, but is not limited to, securing all permits and approvals from governing agencies, Ameren, Illinois, and applicable regulatory authorities for all equipment necessary

POWER PURCHASE AGREEMENT ("PPA")

to construct a fully operational solar photovoltaic electric generating system.

7.3.2. The CONTRACTOR shall develop a detailed permit/regulatory submission plan for COD review and comment.

7.3.3. The submission of the permit applications shall be coordinated and submitted with the prior approval of the COD.

7.3.4. If approval for utility interconnection is not obtained, the PPA can be terminated by the COD with no cost or payment due to the CONTRACTOR.

7.3.5. If approval is not obtained from any applicable regulatory or approval agency to include but not be limited to building permits, environmental permits, storm water management permits, fire department approval, electrical inspections, etc. the PPA can be terminated by the COD with no cost or payment due to the CONTRACTOR.

7.4. Construction Requirements

7.4.1. CONTRACTOR shall provide a detailed construction schedule and submit to the COD for review, comments, and revisions prior to commencement of construction. The schedule must accommodate the ongoing event activities at the City of Decatur Firehouse #2 so as not to restrict parking and access to the facilities. The plan should have not more than 25% of the current parking lot set aside for construction at the same time as the facility is under construction. A phased plan must be proposed to ensure continuity of services and access to events by the general public and COD staff.

7.4.2. CONTRACTOR must have the designated Project Manager/Supervisor/Foreman on site at all times when construction is underway.

7.4.3. CONTRACTOR shall propose an area for material delivery and storage & submit to the COD for review, comments, and revisions prior to commencement of construction. The area must be enclosed with a temporary fence or approved enclosure. COD is not responsible or liable for materials stored onsite by the CONTRACTOR.

7.4.4. CONTRACTOR shall avoid activities creating a significant noise during regular operating/working hours. No temporary interruption of electric power in the buildings, either partially or for the entire service, is to be performed during regular operating/working hours. All service interruptions shall be performed with prior approval by the COD after regular operating/ working hours.

7.4.5. The CONTRACTOR shall provide all labor, materials, equipment, supplies, construction equipment to include cranes, scaffolding, etc. and related services to construct the solar photovoltaic generating systems as requested in this RFP to include but not limited to the following:

1. Solar panels & array
2. Inverters and Components
3. Structural grid support system
4. Electric equipment and all related equipment
5. Electrical interconnection/metering equipment

POWER PURCHASE AGREEMENT ("PPA")

6. Related system and building components.
 7. Fire Department Disconnect Panel and Control System
 8. Light Pole Removal or relocation
 9. New LED Lighting
 10. Remote monitoring equipment
 11. Provide all electrical connections to the designated power panels to supply electricity generated by the system to include service panels and inverters.
 12. Related control equipment
 13. Permits
 14. Product and equipment warranties from manufactures
 15. Operation manuals
 16. Installation shall be performed under the supervision of personnel holding a current NABCEP PV Installer certificate.
 17. Damage to existing buildings and utilities shall be repaired to original condition.
 18. No work done on this project shall void an existing warrantee.
 19. For the finished installation, special attention shall be paid to minimizing the risk of exposed fasteners, sharp edges, and potential future damage to the modules or support structure.
 20. Corrosion resistance and durability of the hardware shall be provided.
 21. Power shall be connected to the existing power panels.
 22. All replacement parts shall be UL listings and meet or exceed the governing FCC, CTL, and ANSI certification requirements
 23. All fixtures and materials provided shall comply with all Federal, State, and Macon County Codes and Standards.
 24. Storm water management facilities and structures as required by the permitting agency.
 25. Sediment and erosion control as required by the permitting agency.
 26. Repair and replacement of existing parking lot paving, gutters and sidewalk
 27. New parking lot paving, gutters and sidewalk as required by the permitting agency.
 28. Array Fencing, Weather Station Fencing, Temporary Laydown area fencing. Fence Slating.
 29. Aggregate, Backfill, Grading Materials
- 7.4.6. The CONTRACTOR shall provide all related services to commence the operation of the systems with a formal commissioning process to be approved in advance by the COD.

POWER PURCHASE AGREEMENT (“PPA”)

7.4.7. Upon completion of construction, CONTRACTOR shall submit to the COD a full set of “as-built” drawings, final approved cut-sheets and or specifications of the final materials and equipment installed, operating manuals and copies of all applicable warranties.

7.5. System Commissioning, Certification of Commercial Operation Requirements

7.5.1. The CONTRACTOR shall provide all related services to commence the operation of the system with a formal commissioning process to be approved in advance by the COD.

7.5.2. The COD will independently contract a third-party commissioning agent. The CONTRACTOR shall work with the commissioning agent to coordinate the commissioning process which shall begin within thirty days (30) from the date of the final certification of commercial operation of the power generated by the solar photovoltaic electric generating system.

7.5.3. The CONTRACTOR shall provide the COD staff with training on the operation and routine maintenance of the system thirty days (30) prior to commencement of the operation of the systems.

7.6. Warranty Initial Twenty-Four Months of Operation Requirements

7.6.1. The CONTRACTOR shall provide to the COD warranty on all equipment installed and services provided, to insure but not be limited to peak operation, peak solar production, any service interruption, etc. at no additional cost to COD for 24 months from the date of commencement of commercial operation of the solar systems.

7.7. Manufacturers Warranties

7.7.1. The CONTRACTOR shall provide manufactures’ warranties to be issued to the COD for all key components of the solar systems to be included but not be limited to, Solar Panels, Inverters, Structural Grid Support System, and Electrical Equipment.

7.8. Remote Monitoring System Requirements

7.8.1. The CONTRACTOR shall also provide a remote monitoring system to be installed at a location to be designated by the COD and provide data to be accessible to the COD, to include but not be limited to:

- Current Solar Generation in KW
- Kilowatt Hours generated daily, weekly, monthly, annually, and total to date.
- Weather Data: Sky conditions. Temperature
- Energy Offsets of the system

7.8.2. The system shall be designed for turnkey, remote operation by authorized COD users. Data shall be transmitted via the Internet from the site to a server managed by the awarded CONTRACTOR. Data storage, management, and display will be the responsibility of the awarded CONTRACTOR.

7.8.3. The system shall provide for public display of the solar system performance data.

7.9. Performance Requirements

7.9.1. The COD requires an annual production “performance guarantee” for the term of the PPA. Failure

POWER PURCHASE AGREEMENT (“PPA”)

to meet this requirement is grounds for termination of this agreement.

7.9.2. The CONTRACTOR shall provide a projection of the system annual performance based on the final design documents and specifications. The projection shall not be based on the aggregation of the Two systems.

7.9.3. The projection calculations shall be provided for review and approval by the COD. Upon approval by the COD the data will establish the performance baseline for the “performance guarantee.”

7.9.4. Performance Requirements: Delivered kWh quantity from the project shall be 90% of CONTRACTOR’S approved production during any contiguous two-year period beginning on the date of the approved commercial operation of the solar systems. If the solar production is less than the 90% performance baseline the CONTRACTOR must reimburse the COD for the cost of the non-solar electricity supply services at the amount billed on the designated accounts to the COD within 45 days.

7.10. System Operations Monitoring, Maintenance, Repair Service Requirements

7.10.1. The CONTRACTOR shall provide operation, maintenance, emergency service response and repair/replacement services on site within four hours of notification from COD of any disruption in the operation of the solar systems for the full term of the PPA.

7.10.2. The CONTRACTOR shall provide services to the COD for the ongoing system operations and monitoring services at no additional cost to the COD for the full term of the PPA.

7.10.3. The purpose of this service is to ensure the solar system is operating as designed and specified as per the performance guarantee. The data shall be collected through the Solar System Performance Monitoring Systems.

7.10.4. The CONTRACTOR shall provide a report on each month’s performance within fifteen days on the end of the report month to include:

i) Current Solar Generation in KW

ii) Kilowatt Hours generated daily, weekly, monthly, annually, and total to date

7.10.5. Variance in performance shall be identified and recommendations for improvement provided to COD. Improvements shall be implemented by the CONTRACTOR at no additional cost to COD.

7.11. System Annual Maintenance Service Contract Requirements

7.11.1. The CONTRACTOR shall provide a contract for ongoing annual system maintenance services to the COD to include quarterly preventive maintenance service and on call services if required. The cost will be considered as an additional service to the base construction contract and cost. The COD can elect not to accept the offer and select another CONTRACTOR to provide the services.

POWER PURCHASE AGREEMENT ("PPA")

Exhibit 9

Power Purchase Agreement Addendum Illinois Solar for All Program

System Owner: Hawk-Attollo, LLC (Seller)

Project Host/Name: City of Decatur- Firehouse #2 Water Pump Station (Purchaser)

In accordance with the Illinois Power Agency Illinois Solar for All (ILSFA) consumer protection requirements, this contract addendum serves to bring the Power Purchase Agreement into full compliance with the minimum contract requirements. Those minimum contract requirements that may not be fully addressed within the already executed Power Purchase Agreement include the following:

1. Right of rescission within seven business days after contract execution (only for Low-Income Distributed Generation; not for Non-profits/Public Facilities)
2. Annual degradation is estimated at .05% per year.
3. Terms provided within the Power Purchase Agreement are contingent upon selection in the Illinois Solar for All program and a resulting REC contract.
4. The Purchaser will not be required to complete the Interconnection Application with the Utility. A member of the development team will complete the application and provide the original application fee.
5. Seller commits to not pass on any costs related to curing problems found in project inspections conducted by the Illinois Power Agency or its designees.
6. Seller commits to provide the name of any subcontractor to Purchaser before work begins.
7. As noted in the consumer disclosure and Power purchase Agreement, the Purchaser has the option for an early termination of the agreement with the termination fee calculated according to a Net Present Value calculation.
8. System removal cannot be mandatory upon contract expiration under ILSFA. As such, Purchaser shall have the option to elect removal, purchase, or one five-year extension. No system removal fee is allowed. Renewal and purchase terms are specified within the PPA. Seller should be notified not more than one hundred and twenty (120) days or less than sixty (60) days of the original contract term.
9. The system performance warranty will be fifteen (15) years with a guarantee of no degradation of electrical generation output greater than fifteen (15) percent. In the event of underperformance at no fault of the Purchaser, the Purchaser may submit a complaint to the Seller in writing requesting compensation for such losses. No other performance guarantees are provided unless otherwise noted within the PPA.
10. The Seller/System Owner has the right to file a UCC-1 statement.
11. Seller is responsible for operations and maintenance, including system and component repairs preventing functioning according to industry standards as per the PPA contract term. Upon selling or moving out of the property, the Purchaser shall have the choice to buy out (at Fair Market Value) the PPA arrangement or transfer it to a new resident/occupant. In order to transfer the

POWER PURCHASE AGREEMENT ("PPA")

PPA agreement, the Purchaser shall ensure that the condition of sale includes the transfer of the PPA agreement and any addenda or otherwise provide for the continuation of the contractual obligations of the PPA under a lease agreement with the new resident/occupant (i.e. renter). Pending the sale or transfer of the utility meter service, Purchaser must maintain a utility account and meter service and cooperate fully with Seller to establish ongoing power sales to the utility (i.e. qualifying facility).

City of Decatur

Hawk-Attollo LLC

Signature

Signature

Date

Date

Distributed Generation with Illinois Shines

on-site solar serving the energy needs of your home or business



What Is Illinois Shines?

Illinois Shines is a state-administered incentive program to support the development of new solar projects. Through the program, Illinois electric utilities provide payments to Approved Vendors in exchange for 15 or 20 years of Renewable Energy Credits (RECs) generated by new solar projects. Approved Vendors are solar companies that are vetted and approved to participate in Illinois Shines. Approved Vendors may use Designees, who are also registered with the program, to help with sales, marketing, and installation work.

What Is Distributed Generation?

A distributed generation solar project generates electricity that is used on-site. It can be installed on a roof or built on the ground at a home or business.

What Are RECs?

RECs represent the environmental attributes of the electricity generated from solar panels, but not the electricity itself. Whoever owns the RECs has the right to say they used that solar power. By participating in Illinois Shines, the RECs from your solar project will be transferred to an Illinois electric utility. The sale of your RECs will not affect your solar project's production or your ability to use the electricity generated by your solar project. Utilities purchase RECs to meet their obligation to supply a certain amount of power from renewable energy.

For more information on RECs, see a video at vimeo.com/113250210

Will I Be Paid Directly For the RECs My Solar Project Generates?

Your Approved Vendor will receive an incentive payment from the electric utility for the RECs your project will generate over time. Your Approved Vendor may pass along a portion of the incentive payment to you, or they may use the payment to reduce the amount you pay for your solar project (such as a lower purchase price or lower lease rate). **If your Approved Vendor passes along part of the incentive payment to you, this may happen several months after your project is installed.** Illinois Shines is not a rebate program, and the State of Illinois **does not** make direct payments to customers.



You can view an ADA accessible version of this document at www.illinoisshines.com/accessible.



What Are the Ownership and Financing Options When Installing Solar?

The most common options are 1) **PURCHASE**: buy the project outright or finance with a loan 2) **LEASE**: make regular payments to the project owner, or 3) **POWER PURCHASE AGREEMENT (PPA)**: pay the project owner for the electricity generated by the project at an agreed upon per kilowatt-hour rate. If you lease or sign a PPA, you don't own the solar project, but you get to use the electricity generated by the solar project.

When deciding on the best option for you, consider:

- If you're buying the project, how much will it cost? Will you take out a loan to pay for it? How do the loan payments compare to projected reductions in your monthly electric bill?
- If you're leasing the project, how much is your monthly lease payment? How does that compare to projected reductions in your monthly electric bill? Do you have to put money down at the start?
- If you're signing a PPA for the project, how much is the per kilowatt-hour price for the energy produced? How does that compare to your current electricity rate? Do you have to put money down at the start?
- Does your lease or PPA include an escalation clause that increases the amount of payments over time? If so, by how much do payments increase?

Going solar is a significant financial commitment, so exercise the same caution you would when making other major consumer decisions. It is good practice to get quotes from at least three companies and to check references.

You should take the time you need to compare offers and to fully understand the contract before signing.

How Do I Know If I Will Save Money By Going Solar?

You are not guaranteed to save money unless your contract includes an explicit guarantee. The questions below will affect whether you save money. You can answer some questions yourself, while others can be answered by your installer or sales agent.

What per kilowatt-hour rate am I currently paying for electricity?

The higher the electricity rate before you go solar, the more money you can potentially save.

Is my roof good for solar?

The direction your roof faces and how much shade it gets will affect how much electricity a roof-mounted solar project will generate. The roof's condition should also be considered.

How much electricity will the solar project generate?

If your solar project produces more electricity than you use over an annual period, you may not receive value for all the electricity generated.

Will I receive any money for the RECs?

The Approved Vendor will be paid by a utility for your solar project's RECs. The Approved Vendor may pass along a portion of this payment or may use the payment to reduce your cost of going solar.

Can I use the federal Investment Tax Credit?

If you buy your project, you may qualify for a substantial federal income tax credit. Consult your tax adviser.

How long do I expect to stay in my home or business location?

If you lease or sign a PPA, you may be required to buy out the contract if you move. Read your contract closely to understand what happens if you move.

What Is Net Metering and How Do I Enroll?

Net metering measures extra electricity your solar project produces and sends to the electric grid, and credits you for it on your electric bill. To participate in net metering, an application must be submitted to your electric utility.

Make sure you understand if your solar provider will submit a net metering application on your behalf for the solar project. Failure to enroll may significantly decrease the financial value you receive from your solar project.

Consumer Protection

Your solar provider is required to provide you with this informational brochure and a standard Disclosure Form. Review your Disclosure Form carefully and use it to compare offers from other Illinois Shines Approved Vendors. You must receive and sign the Disclosure Form before you sign an installation contract. Other Illinois Shines consumer protections include:

- If you sign a contract for a solar project 25 kW or smaller, you can cancel without penalty within the period allowed by your contract or law, which cannot be less than three calendar days.
- Illinois Shines sets out requirements for what information and terms must be included in your installation contract.
- Only Approved Vendors may submit solar project applications to Illinois Shines; these companies are vetted by the Program Administrator.
- Dedicated Program Administrator staff answer questions and assist in resolving customer complaints.

Complaint Procedures

If you have a problem related to your solar project or the sales process, first try to resolve it with your installer or the Approved Vendor. If you can't agree about how to solve the problem, you may contact the **Illinois Shines Program Administrator** by emailing complaints@illinoisshines.com or by calling 877-783-1820.

If you have been subject to fraudulent or deceptive sales practices, the Illinois Attorney General's Consumer Protection Division may be able to help.

CHICAGO: 800-386-5438 | TTY: 800-964-3013

SPRINGFIELD: 800-243-0618 | TTY: 877-844-5461

CARBONDALE: 800-243-0607 | TTY: 877-675-9339

SPANISH LANGUAGE: 866-310-8398

For more information, go to www.illinoisshines.com

Illinois Solar for All, another incentive program, is available for income-eligible customers and includes savings guarantees. Learn more at www.IllinoisSFA.com.

SUBJECT: Resolution Authorizing Execution of a Professional Services Agreement for the City of Decatur Safe Streets and Roads for All Comprehensive Safety Action Plan

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Contract	Backup Material
Proposal	Backup Material
Evaluation and Scoring	Backup Material

TRANSPORTATION SERVICES DEPARTMENT

No. _____

November 18th, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Transportation Services Director

SUBJECT: Resolution Authorizing Execution of a Professional Services Agreement for the City of Decatur Safe Streets and Roads For All Comprehensive Safety Action Plan

RECOMMENDATION: It is recommended by staff that this item be approved, and the contract executed with Guidepost.

BACKGROUND: The City of Decatur has been awarded a Federal Highways Administration (FHWA) planning grant to undertake a Comprehensive Safety Action Plan (CSAP).

In the Safe Streets and Roads for All (SS4A) grant program, comprehensive safety action plans (referred to as “Action Plans”) are the basic building block to significantly improve roadway safety.

Action Plans are comprehensive safety plans aimed at reducing and eliminating serious-injury and fatal crashes affecting all roadway users. Action Plans use data analysis to characterize roadway safety problems and strengthen a community’s approach through projects and strategies that address the most significant safety risks.

An Action Plan meeting all of the FHWA’s requirements will make us eligible for Implementation Grants, which could include vital infrastructure dollars for roadways, sidewalks, etc.

Guidepost has ample experience in conducting comprehensive safety action plans that were chosen for implementation grants. Their proposal covered our desired outcomes, and we are optimistic in the choice to partner for the comprehensive safety action plan.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: Should the City Council have any questions, they may contact Lacie Elzy at 542-3559 or lelzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: Execute Professional Services Agreement for Comprehensive Safety Action Plan.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF A PROFESSIONAL
SERVICES AGREEMENT FOR THE CITY OF DECATUR SAFE
STREETS AND ROADS FOR ALL COMPREHENSIVE SAFETY ACTION
PLAN**

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 Comprehensive Safety Action Plan for the Federal Highways Administration’s Safe Streets and Roads For All Program; and,

WHEREAS, the City finds that this agreement with Guidepost provides the desired outcomes for this project.

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

Section 1. That the agreement for professional services for the Safe Streets and Roads for All Comprehensive Safety Action Plan with Guidepost, as attached, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager and the City Clerk of the City of Decatur be, and they are hereby, authorized and directed to execute, seal and attest an Agreement between the City of Decatur, Illinois and Guidepost, for the services of a Comprehensive Safety Action Plan, as specified in their proposal.

PRESENTED AND ADOPTED this 18th day of November 2024.

Mayor, Julie Moore Wolfe

ATTEST:

Kim Althoff, City Clerk

City of Decatur
Comprehensive Safety Action Plan
RFP #CSAP 2024-16

City of Decatur Safe Streets 4 All Comprehensive Safety Action Plan

This contract (hereinafter called the "Agreement,") is made between the City of Decatur, Illinois, an Illinois municipal corporation (hereinafter "City"), and Guidepost (hereinafter "Contractor"). The City and Contractor, in consideration of the mutual covenants contained herein, and for valuable considerations exchanged between the parties hereto, hereby agree as follows:

1. SERVICES

Contractor agrees to furnish the City with planning services as described in the attached Exhibit A, and incorporated herein by reference **Guidepost** Proposal dated August 28, 2024. Any work performed outside of Exhibit A, without the City's express written consent, shall be solely at the expense of the Contractor.

2. AGREEMENT DURATION

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing until works are completed or until November 1, 2025 or until terminated pursuant to this Agreement.

This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto shall have signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document. The parties agree that facsimile copies of signatures on this Agreement shall have the same effect as original signatures.

3. COMPENSATION

Total compensation for all work performed under this agreement shall not exceed two hundred forty thousand (\$240,000) as set forth in the pricing schedule of the Contractor's proposal marked Section 5: Study Cost, attached hereto and incorporated by reference. The contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts remaining due, accurate to the date of the invoice, with request for each payment.

Certified payrolls: as applicable, the City shall obtain from the Contractor, and each subcontractor, a certified copy of each weekly payroll within seven (7) days after the submission of an invoice for completed work. Following a review by the City, for compliance with state and federal labor laws, the payroll copy shall be retained by the City, for later review by the authorized representatives of the appropriate State of Illinois or Federal agencies.

4. **TERMINATION OF AGREEMENT**

Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express written permission. The City may terminate this Agreement for any reason, without cause, upon giving thirty (30) days written notice to Contractor. Contractor may terminate this Agreement for cause only upon the City's material breach of this Agreement and failure to cure said breach within thirty (30) days after receiving Contractor's written notice of said breach.

5. **ASSIGNMENT AND/OR SUBCONTRACTING**

Assignment of any portion of the work under this Agreement must be approved in writing in advance by the City. If subcontractors are to be used, this does not relieve the Contractor from any prime responsibility of complete and acceptable performance. The Contractor shall not enter into any subcontracts or agreements or start any work by the work forces of a subcontractor, with respect to this Agreement, without the prior written consent of the City. Any work that is subcontracted for this project must also abide by all clauses and terms listed in this agreement.

6. **RECORDS**

The Contractor shall maintain and retain all books, records, documents and other material, which relate to the completion of this Agreement, and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all invoices and payments to and from the City. The City is subject to the Freedom of Information Act and records of the Contractor are considered records of the City and thus subject to disclosure upon requests or demand of the City. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the authorized representative(s) of the City, the Illinois State Auditor, the U.S. Department of Transportation, or other governmental officials authorized by law to monitor this Agreement, from the date of the Agreement through and until the expiration of three (3) years after the completion of the Agreement.

7. **GOVERNING LAW**

All work done under this Agreement shall be controlled and governed by the laws of the State of Illinois and any actions related to this Agreement must be filed in court in the State of Illinois.

8. **INDEPENDENT CONTRACTOR**

The City's relationship to the Contractor under this Agreement shall be that of an independent contractor. The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City. The City shall have no liability for Contractor's selection of personnel, employees, or subcontractors.

The City's compensation to Contractor shall be limited to that as set forth in this Agreement and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

9. **INDEMNIFICATION**

The Contractor shall be responsible for any and all damages to property or persons to the extent caused by the Contractor's negligent act, errors and/or omissions in the performance of this contract and shall indemnify and hold harmless the City, its officers, and employees from all actions, claims, or damages resulting therefrom. The Contractor shall assume all restitution and repair costs arising out of its negligent act, error, and/or omission.

The Contractor agrees to indemnify and hold harmless the City and its elected or appointed officials, employees, agents, and officers against any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, arising out of, related to, or resulting directly from this Agreement to the extent such losses, damages, injuries, and liabilities are caused by negligence of the Contractor. This Agreement shall apply to any and all such damages, except for those caused by intentional misconduct. This indemnification shall survive the termination of this Agreement and apply to the fullest extent of the law. In the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive protection of *Kotecki v. Cyclops Welding Corp*, 146 Ill.2d 155 (1991). Notwithstanding anything foregoing to the contrary, the Parties shall not indemnify each other for any liabilities, damages, costs, or expenses resulting from the other party's own willful misconduct or negligence. The City does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq., or other such immunity statute or common law, by reason of indemnification or insurance.

10. **INSURANCE, LICENSURE, AND INTELLECTUAL PROPERTY**

The Contractor, prior to the execution of the contract, shall obtain and keep in force during the performance of work under any contract, the following insurance coverages, provided by companies

acceptable to the City and authorized to transact business in the state of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have 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 coverages may be specified by a special condition elsewhere in the contract. Workers compensation insurance shall be provided according to the provisions of the Illinois Workers Compensation Act, as amended.

Employers Liability

a. Each Accident	\$500,000
b. Disease – policy limit	\$500,000
c. Disease – each employee	\$500,000

Commercial General Liability

a. General Aggregate Limit	\$2,000,000
b. Products – Completed Operations	\$2,000,000
c. Each Occurrence Limit	\$1,000,000

Commercial Automobile Liability

Bodily Injury & Property Damage, Combined Single Limit	\$1,000,000
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The policy shall cover owned, non-owned, and hired vehicles. Upon request, the contractor shall file with the City certified copies of all insurance policies and all accompanying endorsements. The contractor shall supply certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. The certificate of insurance shall include the City of Decatur, its officers and employees an additional insured. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in for the required insurance.

It shall be an affirmative obligation upon the contractor to advise the City within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the contract. The contractor will hold the City harmless from all claims, suits, actions, damages or causes of action in any way arising during the term of the agreement, including reasonable attorney's fees for any personal injury, loss of life or damage to person or property sustained because of or because of the products or services supplied. Contractor's insurance will be primary.

Upon full payment of all monies owed to the Contractor, all drawings, specifications, reports and any other project documents (Work Product) prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the express use of the City. The Contractor shall have the right to retain original documents but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City upon full payment of all monies owed to the contractor unless otherwise specified

in the negotiated agreement. The contractor agrees that basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon reasonable request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon reasonable request.

11. **CERTIFICATIONS**

Executing this Agreement constitutes acknowledgement, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement, which the contractor is responsible for identifying and complying with:

Sexual Harassment: The contractor certifies that it follows the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge, or obligation to the City of Decatur.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a)-(d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Barred from Contracting: The contractor certifies that it has not been barred from contracting as result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 or 720 ILCS 5/33-4 or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. The Contractor is responsible for regularly updating their documents to reflect new prevailing wage rates made available by the Illinois Department of Labor at www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply

with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 CFR Ch. 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

12. **NOTICE**

All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

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

To: Attn: Senior Vice President Illinois Division Manager
 35 W. Wacker Dr. Suite 3300
 Chicago, IL 60601-2497

13. **REQUIRED CLAUSES**

The language contained in Exhibit B, "REQUIRED CLAUSES", is incorporated into this Agreement by reference. Contractor shall insert in any subcontracts the clauses set forth in Exhibit B - "REQUIRED CLAUSES", along with their related attachments, plus a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these required clauses.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed, sealed and attested by its City Manager and City Clerk.

THE CITY OF DECATUR, ILLINOIS

BY: _____

Tim Gleason, City Manager

ATTEST:

BY: _____

Kim Althoff, City Clerk

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed, sealed and attested by its Corporate Officers this day of _____, 2024

Guidepost

By: _____

Title: _____

ATTEST: _____

By: _____

Title: _____

EXHIBIT A (Guidepost Proposal dated August 28, 2024) attached

EXHIBIT B REQUIRED CLAUSES

Disputes.

Disputes arising in the performance of this Contract, the authorized representative of the City Manager of the City of Decatur shall decide which are not resolved by agreement of the parties, in writing. This decision shall be final and conclusive unless the Contractor mails or otherwise furnishes a written appeal to the City Manager within ten (10) days from the date of receipt of its copy. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the Contractor and the Contractor shall abide by the decision. Unless otherwise directed by the City, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Termination.

Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express written permission. The City may terminate this Agreement for any reason, without cause, upon giving thirty (30) days written notice to Contractor. Contractor may terminate this Agreement for cause only upon the City's material breach of this Agreement and failure to cure said breach within thirty (30) days after receiving Contractor's written notice of said breach.

Ownership of Records and Documents/Confidential Information.

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City.

This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCD 140/1, et seq. (the "Act") requires the City to produce certain records that may be in the possession of Contractor. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to Contractor before receipt of same from the City; or (b) becomes publicly known other than through Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order. Contractor shall comply with the record retention and documentation requirements of the Local Records Act ILCS 205/1, et seq. and the Act

and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was in fact, the City). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

Simplified Acquisition Threshold

Simplified Acquisition Threshold. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: (i) Complies with federal debarment and suspension requirements; and (ii) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.

Financial Assistance Acknowledgement

Contracts resulting from procurement solicitations are subject to financial assistance agreements between the City, the Illinois Department of Transportation, and/or the United States Department of

Transportation. This contract is contingent upon said agreements with the Illinois Department of Transportation and the United States Department of Transportation.

Prohibited Interest of Local Official

No member, or officer, or employee of the City of Decatur or local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Subcontracts

The Contractor shall not enter into any sub-contracts or agreements, or start any work by the work forces of a subcontractor, or use any materials from the stores of a subcontractor, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of the City. All such subcontracts and agreements shall be approved by the City.

Assignment

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the City. It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The City reserves the right to accept or reject any such assignment, although City acceptance shall not be unreasonably withheld. Acceptance of subcontractor's is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.):

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.): For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.



Request for Proposal CSAP 2024-16

CITY OF DECATUR PUBLIC TRANSIT SYSTEM COMPREHENSIVE SAFETY ACTION PLAN 2024-16

August 28, 2024

Submitted to:

City of Decatur Public Transit System
Jessica Taylor
Procurement and Transit Grant Manager
555 E. Wood St., Decatur, Illinois, 62523-1325
+1 217.542.3547
jtaylor@decaturil.gov

WE ARE YOUR GUIDEPOST.

Guidepost Solutions LLC
2 Prudential Plaza
180 North Stetson Avenue
Chicago, IL 60601
+1 312 291 9788

August 28, 2024

Jessica Taylor, Procurement and Transit Grant Manager
City of Decatur Public Transit System, 555 E. Wood St.
Decatur, Illinois, 62523-1325

RE: Comprehensive Safety Action Plan 2024-16

Dear Ms. Taylor:

Guidepost Solutions LLC (Guidepost) understands that the City of Decatur is requesting proposals from qualified contractor firms to undertake a Comprehensive Safety Action Plan committed to improving transportation safety, eliminating deaths and serious injuries that result from crashes on the City's transportation system by 2035.

Enhanced Team Solutions: Guidepost is a full-service safety and security design and consulting firm with an emphasis on engaging communities in safety initiatives. To augment our services, we have partnered with Kapur, a consulting engineering firm. Since 1981, Kapur has worked with local, regional, and national clients to help define and overcome their engineering obstacles.

Transit Experience: Guidepost has 40 years of experience (through legacy firms) providing design and security consulting services for transportation and critical infrastructure clients around the globe, including King County Metro Transit in Seattle, Detroit Metropolitan Wayne County Airport, New York METRO, the Utah Transit Authority, the LAX Intermodal Transportation Facility, HART (Hawaii Rail System), and Amtrak. We are currently working with the Washington Metropolitan Area Transportation Authority (WMATA) and Union Station in Washington, DC.

Notable Illinois Engagements: Guidepost's Chicago team has provided support to diverse clients throughout Illinois including Willis Tower (formerly Sears Tower), Chicago Public Schools, Chicago Police Department, the Field Museum, Cook County Criminal Courts, Richard J. Daley Center, ALDI, Kishwaukee College, Lake County, and Village of Tinley Park, among many others.

Support for Municipalities: From our long experience serving clients at all levels of government, we know how to liaise with local and state governments, elected officials, public safety agencies, and necessary stakeholders to craft the most effective, efficient, and cost-effective solutions possible. We have delivered consulting services to 100+ state and local governments including the State of New York, State of California, King County (WA), Snohomish County (WA), City of Los Angeles (CA) and many others.

Knowledge of Decatur: We have strong local knowledge, which will allow us to work efficiently. I was born and raised in Decatur, graduated from Millikin University, and own a home here. My family is based in Decatur, and I understand the challenges that Decatur faces. This engagement is personal to me, and I am committed to providing the highest level of support.

Sincerely,



Angela J. Osborne PCI, PSP, CPP | Vice President, Risk + Emergency Management Solutions

+1 202.580.9858 | aosborne@guidepostsolutions.com

REQUESTED GUIDEPOST INFORMATION

IDENTIFICATION OF PROPOSER

Please see the following table for a list of the requested Guidepost details.

Requested Firm Information	Guidepost Detail
Firm's Name	Guidepost Solutions LLC
Mailing Address	Two Prudential Plaza, 180 N Stetson Ave Suite 2025, Chicago, IL 60601
Telephone Number	+1 212.817.6700
Fax Number	+1 202.331.3989
DUNS Number	96-245-9439
Email Address	aosborne@guidepostsolutions.com
Contact Person	Angela Osborne PCI, PSP, CPP Vice President, Risk + Emergency Management Solutions +1 202.580.9858
Certifications	Guidepost certifies that: ▪ Guidepost Solutions and our partner Kapur are not on the Comptroller General's list of ineligible contractors. ▪ Guidepost Solutions and our partner Kapur understand that we are required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA), and the Illinois Department of Transportation. ▪ Guidepost Solutions and our partner Kapu will comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights.  Angela J. Osborne PCI, PSP, CPP Vice President, Risk + Emergency Management Solutions +1 202.580.9858 aosborne@guidepostsolutions.com

DESCRIPTION OF FIRM

Guidepost is a global team of experienced safety and emergency managers, security and technology systems designers, investigators, and compliance and monitoring experts. We provide guidance and support to help clients address critical needs and make strategic decisions. We have built our brand on the collective strength of our team, based on the experience and reputation of individuals who serve as a source of protection, strategic guidance, and leadership. Guidepost is comprised of two (2) divisions: Security and Technology Consulting (STC) that supports security and risk-related advisory and Monitoring, Compliance, and Investigations (MCI). This engagement will be led by the STC division.

We are a full-service consulting firm with an emphasis on conducting program assessments, comprehensive planning, training, exercises, and hazard vulnerability assessments. We focus on all aspects that impact safety including the built environment, operational needs, and technology components. We also provide security design and consulting, specializing in providing innovative, scalable, and sustainable enterprise-level security electronics and technology systems, and infrastructure and security equipment assessments. We make client-focused recommendations – guided by the operational, budgetary, and scheduling requirements of each client – based on our experience in providing industry best practices and our expertise to our clients around the globe.

Throughout Guidepost's 40-year history (through legacy companies), we have performed thousands of safety and security, risk, crisis, and emergency management projects across the globe. Our experience ranges from complex engagements, such as crisis management and emergency management planning to designing innovative training and exercise curricula across the public and private sectors. In addition, we frequently partner with federal, state, and local governments to develop cybersecurity plans, network architecture, grants, compliance, and the creation of unique technology solutions for our clients.

Firm History: Guidepost was founded and headquartered in New York in April 2010. Guidepost has continued to develop through a series of mergers and acquisitions since the 2001 founding of SafirRosetti, a company developed to address the security, investigations, and business intelligence needs of its public sector and private clients. Six years later in 2007, SafirRosetti acquired On Line Consulting Services, a security, fire alarm, and communications consulting firm, and the oldest iteration of our company (founded 40 years ago in 1984). Three years after this acquisition, SafirRosetti itself was acquired by Guidepost Solutions, a global investigations and security company, creating the firm's current format. This was followed by the 2012 acquisition of ICS Consulting, a consulting and software firm assisting the private sector in meeting regulatory requirements for immigration and trade compliance. The latest firm acquisition came in 2019, when Guidepost acquired Custom Information Services, a specialized provider of bespoke investigation, intelligence, and reputation management services in the Americas. This acquisition finalized the Guidepost iteration that operates today.

Firm Size: Guidepost has 225+ employees across 16 offices around the world including Chicago, Bogota, Dallas, Honolulu, London, Los Angeles, Mexico City, Miami, New York, Palm Beach, Phoenix, San Francisco, Seattle, Singapore, Walnut Creek, and Washington, DC.

Public Transit Specialty: We have provided safety and security assessments, design, and consulting for transportation clients including King County Metro, Honolulu Authority for Rapid Transportation (HART), MTA, BART, Utah Transit Authority (UTA), Los Angeles International Airport (LAX), Salt Lake City International Airport (SLC), and the Detroit Metropolitan Wayne County Airport. Our proposed Principal-in-Charge, Angela J. Osborne, served as a Project Manager and led the Threat Risk and Vulnerability Assessment (TVA) for WMATA, the second largest rail transit system and the sixth largest bus network in the U.S. Under her direction, Guidepost is currently updating WMATA's Security and Emergency Preparedness Plan (SEPP), including its security and

emergency management standard operating procedures (SOPs) under a Security Master Plan. This plan is the framework for the Metro Integrated Command and Communications Center (MICC) response protocols. The MICC is the new WMATA nerve center launched in late 2023 that combines the Security Operations Command Center (SOCC), the Rail Operations Control Center (ROCC), and Bus Operations Control Center (BOCC) to streamline command and control throughout the system.

Studies in a College or University Environment: Guidepost has a strong history of supporting clients in higher education and has completed 2,000+ engagements for education clients throughout our history. We have provided security and safety assessments and support to colleges and universities across the U.S. including but not limited to Johns Hopkins University, Stanford University, Cornell University, Harvard University, University of Chicago—Booth School of Business, University of Notre Dame, University of California, University of Michigan, Texas Christian University, University of Washington, and University of Kansas, among many others. Over the years we have specialized in supporting community colleges, including Kishwaukee College, Cypress College, Fullerton College, San Jacinto College, and San Jose Evergreen Community College. Below is a select listing of our higher education clients.

SELECT HIGHER EDUCATION CLIENTS

- California State University, Dominguez Hills, CA
- California State University, Monterey Bay, CA
- College of San Mateo, CA
- Columbia College, IL
- Cornell University Herbert Johnson Museum, NY
- Cypress College, CA
- East Los Angeles Community College, CA
- Evergreen Community College District, CA
- Foothill College, CA
- Fullerton College, CA
- Golden Gate University, CA
- Harvard University, MA
- Illinois Wesleyan University, IL
- Johns Hopkins University, MD
- Kishwaukee College, IL
- Monroe College, NY
- Northeastern University, MA
- Penn State, PA
- Philadelphia University, PA
- Ringling College of Art and Design, FL
- Rancho Santiago Community College District, CA
- San Diego State University, CA
- San Jacinto College, TX
- Santa Rosa Junior College, CA
- Solano County Community College, CA
- Sonoma County Junior College, CA
- Stanford University, CA
- Texas Christian University, TX
- The National Labor College, MD
- University of California Berkeley, CA
- University of California Davis, CA
- University of California Los Angeles, CA
- University of California San Diego, CA
- University of California San Francisco, CA
- University of California Santa Barbara, CA
- University of Colorado, Boulder, CO
- University of Kansas, KS
- University of Michigan, MI
- University of Missouri, Kansas City, MO
- University of Notre Dame, IN
- University of San Francisco, CA
- University of Southern California, CA
- University of Texas Southwestern Medical Center, TX
- University of Washington, WA

Partnership with Healthcare Organizations: Our team has extensive experience in healthcare security and has completed 2,000+ engagements for healthcare providers. Recent clients include Stanford Healthcare, Piedmont Healthcare, University of California-San Diego Health Systems, Concord Hospital, Froedtert Health, and University of Texas-Southwestern Medical Center. Our 30+ year strategic partnership with Kaiser Permanent is emblematic of the long-term focus we have for healthcare institutions. Below is a select list of clients:

- Alameda Health Systems
- Alta Bates Summit Medical Center
- Barlow Respiratory Hospital
- Blue Star Medical Office Building
- California Pacific Medical Center—Van Ness & Gear Campus
- California Pacific Medical Center—Davis Campus)
- California Pacific Medical Center—St. Luke's Campus
- Catholic Healthcare West—Mercy General Hospital
- Cedar-Sinai Medical Center
- Children's Hospital Central California
- Children's Hospital Los Angeles
- City of Hope National Medical Center
- Cleveland Clinic, Abu Dhabi
- Concord Hospital
- County of Stanislaus
- Eden Medical Center
- El Camino Hospital
- Froedtert Health
- Harbor-UCLA Medical Center
- Haymarket Center
- Howard Brown Center
- John Muir Health
- Kaiser Permanente – 30+ campuses (30+ Years of Service)
- Lodi Memorial Hospital
- Martin Luther King Jr. Outpatient Center
- Mills Peninsula Hospital
- Merrithew Hospital
- North Bay Healthcare
- Paris Regional Medical Center
- Piedmont Health System – 7 campuses
- Providence Health System
- Riverside County Medical Center
- Salinas Valley Memorial Healthcare
- San Francisco General Hospital
- Santa Clara Valley Medical Center
- Scripps Health System - 5 campuses
- Sierra Vista Hospital Psychiatric Facility
- Stanford Medicine
- Staten Island University Hospital
- Sutter Prototype Hospital
- Trilogy Behavioral Healthcare
- UC Irvine Medical Center
- UC San Diego Jacobs Medical Center
- UCSF Benioff Children's Hospital Oakland
- UCSF Mission Bay Medical Center
- UCSF Telemedicine Center
- University of Michigan Hospitals and Health Centers
- University of Texas Southwestern Medical Center
- Vacaville Wellness Center
- Department of Veterans Affairs—Menlo Park
- Department of Veterans Affairs—Palo Alto
- Department of Veterans Affairs –San Diego Medical Center
- Department of Veterans Affairs—West Los Angeles

FIRM EXPERIENCE

The Guidepost-Kapur team has a long history of experience with public transit operations analyses, service coordination, and integration studies and providing recommendations for process improvements. We also certify that Guidepost Solutions and Kapur are not on the Comptroller General's list of ineligible proposers.

CTH T/GRANDVIEW BOULEVARD RESURFACING | WAUKESHA, WI

Kapur provided the design and preparation of preliminary and final plans, PS&E documents, and reports for the resurfacing with minor reconfiguration of intersections, replacement of signals, and stormwater improvements of 0.6 miles of Grandview Blvd (CTH T) from I-94 to Northview Road. While primarily a pavement resurfacing project for the 4-lane divided roadway, it also improved sidewalks, added new signals with monotubes, improved curb ramps for ADA compliance, and extended turn lanes. Crashes were also analyzed, both along the corridor, and at a specific driveway that had received safety complaints.

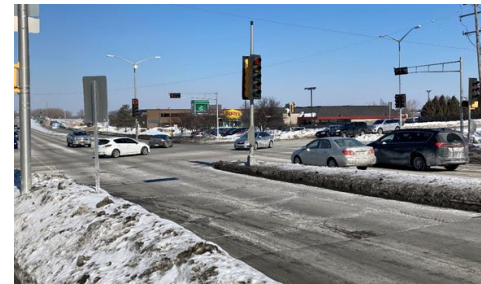
The sidewalk and turn lane improvements resulted in the development of a 10-parcel right-of-way plat, while the roadway itself required repairs to the underlying concrete pavement in the form of full-depth concrete base patching, which in turn created a condition with longer lane closures, and more complex staging and traffic control to minimize impacts to adjacent businesses on the busy commercial corridor. As the road borders the Waukesha County Airport, coordination with the airport was required, and a Phase I environmental investigation was also conducted.

Two traffic counting cameras (mounted to an existing pole or sign) were utilized to collect data to determine turning movement counts – the number and type of vehicles. This helped guide decision-making regarding the geometric design of the roadway, stop sign and signal warrants/design, traffic circulation patterns, capacity analysis, and vehicle classification.

DIVISION ROAD CRASH ANALYSIS + COMMUNITY OUTREACH | VILLAGE OF GERMANTOWN, WI

The Village of Germantown sought to gather public input on the proposed reconstruction of the roadway and adjacent pathways. Two public involvement meetings and a crash analysis were performed to identify crash hot spots and trends. Additionally, turning movement counts were conducted to determine if the roadway had adequate capacity, and if any intersection geometric improvements were necessary. The analysis found that the roadway had adequate capacity and only one intersection warranted additional turn lanes.

Kapur developed conceptual designs for presentation at public information meetings. These designs included an overview of Division Road with options for resurfacing or reconstruction from Mequon Road to County Line Road (along with associated cost estimates), as well as exhibits for the various intersections and side paths that were anticipated to be presented. An outreach survey was also conducted that asked participants where they felt unsafe along the roadway and pathway. Residents also provided feedback on where marked crosswalks should be added along the roadway. Recommendations and a summary of the feedback was provided to the Village to use moving into the next phase of design.



CLIENT REFERENCE

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CLIENT REFERENCE

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LAKE GENEVA TRAFFIC STUDY + CRASH ANALYSIS | LAKE GENEVA, WI

A highly traveled intersection, with an Annual Average Daily Traffic of 10,350 north/south on Edwards Boulevard and 18,600 east/west on STH 50, Kapur completed a traffic study to identify the signal timing and intersection geometry that would improve the queue times for vehicles, reduce crashes, as well as make it safer for the new influx of pedestrian traffic resulting from extending the sidewalk on the west side of Edwards Boulevard to the intersection (about 2,100 feet) and from the south (on Hwy 120) northward from Park Drive to the Magic Theater (about 1,320 feet). A crash analysis performed by Kapur showed fifty-nine crashes occurred there during the six years prior, approximately 9.8 crashes/year, and that 29% of them were rear-end crashes on Edwards Boulevard, indicating poor signal placement, lack of visibility, and inadequate signal timing. Other contributing factors included many commercial driveways close to the intersection.

An Interactive Highway Safety Design Model (IHSDM) Crash Prediction report was run without any Crash Modification Factors to show the predicted annual crash rate of 3.9 crashes/year. The actual crash rate of 9.8 crashes/year was about 2.5x higher than the predicted rate. To improve the safety of those entering the intersection, Kapur recommended installing longer mono-tube arms so that each lane could have a designated overhead signal. An IHSDM Crash Prediction report with a signal improvement CMF value of 0.93 was applied and the annual crash rate was reduced to 3.5 crashes/year. Additionally, Kapur proposed installing a raised median on the north leg of the intersection to improve safety by making the driveways a right in/right out condition.

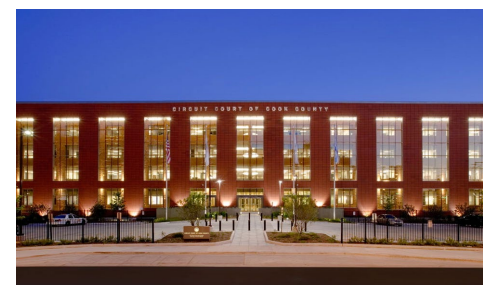
COOK COUNTY | COOK COUNTY, IL

The County originally engaged Guidepost to provide a full spectrum threat assessment, site-specific hardening recommendations, and designs for ten county courthouse buildings' (CCBs) entrances as part of the County's Capital Improvement Plan (CIP) through a DHS funded grant program, the Urban Areas Security Initiative (UASI). Guidepost continued to support Cook County during implementation and during the courthouse reactivation amid the COVID-19 pandemic. This support encompasses revising the emergency operation plan documents, developing screening processes, assessing thermal technologies, and coordinating with the County for the resumption of onsite operations. We continue to support Cook County through the implementation of reactivation measures and serve as advisors on screening technology, space modifications and usage, building navigation, and communication measures for building staff, employees, and visitors.



CLIENT REFERENCE

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CLIENT REFERENCE

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KING COUNTY METRO | SEATTLE, WA

The Guidepost team provided a Threat and Vulnerability Assessment (TVA), a physical security gap analysis, a safety and security climate and culture assessment, and a physical, electronic, and procedural security master plan. The master plan identified threats, risks, and security deficiencies, recommended mitigation strategies, reviewed policies and procedures and provided enhancements, established implementation priorities and phasing, and provided detailed construction cost estimates for each facility to enable grant funding and transit budget development.



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WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA) | WASHINGTON, DC

In 2021, Guidepost was selected to provide a large-scale, system-wide, comprehensive threat and vulnerability assessment for the Washington Metropolitan Area Transit Authority (WMATA), the second largest transit system in the U.S. Our team of assessment experts, including Aanko, were deployed to each transit site to walk railway tracks, bus lines, interview key stakeholders, and partner with transit leadership to assess system vulnerabilities. Our team is gathering our findings and recommendations, which will be used to develop a comprehensive report that will be shared with WMATA's Board of Directors.

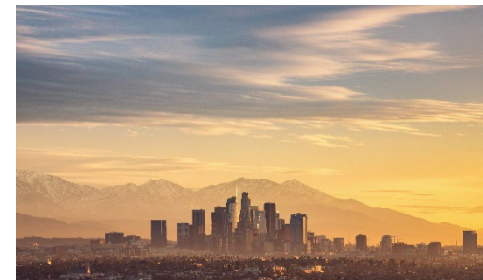


CLIENT REFERENCE

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CITY OF RIVERSIDE EMERGENCY MANAGEMENT PLANNING | RIVERSIDE, CA

The Guidepost team was selected by the City and Utility for an emergency management project to develop thirty-two emergency plans and Annexes, including a Continuity Plan and Pandemic Plan in 31 days due to a sunsetting grant. The Riverside Public Utilities provides electric, water and wastewater service to over 300,000 residents. The Aanko team created these comprehensive NIMS and ICS-compliant documents within this timeframe, and ensured a structured review of the draft documents by stakeholders from the City and



Utility. The final documents included a City-Wide Emergency Operations Plan, support annexes for Public Works & Engineering, Energy & Utilities and Cross Sector Business & Critical Infrastructure, as well as a Continuity of Operations Plan, a Pandemic Plan, and Community Lifelines.

JOHNS HOPKINS UNIVERSITY | BALTIMORE, MD

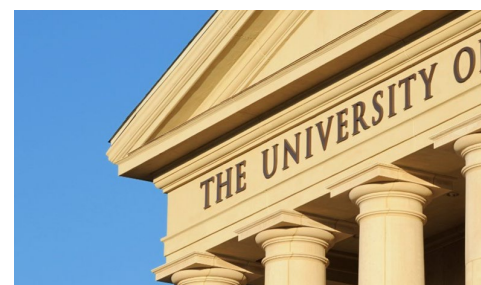
As an example of the depth of our support for our higher education clients, we have worked with Johns Hopkins University and Health System since 2017. Our support has ranged from physical security assessments, investigative support, virtual and in-person protection for individuals, safety perception studies, and security technology design support, among many others. Our team has worked closely with the Public Safety and Legal Departments as well as many professors and university stakeholders. Our Vice President, Risk + Emergency Management Solutions and proposed Project Manager for Decatur, Angela J. Osborne is the main point of contact for Johns Hopkins and has supported our long-term relationship since it commenced in 2017.

CYPRESS COLLEGE |

Guidepost was engaged to perform a campus-wide physical security assessment including technology systems, access control, video surveillance, intrusion, mass notification and visitor management. The intent of the assessment was to determine the existing physical security systems ability to evolve and meet future operational intent. Guidepost provided a detailed report identifying the capability of the existing systems functionality to enhance the campus physical security program. Systems integration was recommended to improve physical security alarm event monitoring providing the campus security office (CSO) with greater visibility and awareness of activity. Guidepost is currently engaged to provide video surveillance design build bridging documentation.

CLIENT REFERENCE

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CLIENT REFERENCE

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SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT | SAN JOSE, CA

Guidepost was engaged by the end-user to act as an independent 3rd-party assessor for the existing security technology systems deployed across the entire district. The intent was to determine if the existing systems were appropriate for future scalability and to identify if the existing head-end equipment was sustainable for additional systems growth. Using a cloud-based data collection application, the Guidepost team efficiently collected unique individual systems head-end information, device/door, camera location data including photographs, and other security electronic information that provided the district with a single point of reference for all in scope physical security devices deployed across the district facilities. Guidepost developed in collaboration with key stakeholders a detailed roadmap and go forward plan for physical security upgrade providing security standards that supported the future implementation of a unified systems platform that the District Police would manage to support their operational needs.

Guidepost is currently engaged in developing a new Physical Security Master Plan 'Eco-system' with the District. This engagement is reviewing all major Eco-system components including the built environment, technology, governance, and operations. Intent is to deliver a scalable phased approach action plan that will allow the District security posture to evolve and mature in an effective manner. Guidepost are providing video surveillance system evaluation services, providing in-depth analysis of existing edge devices to ensure compatibility with the existing video surveillance systems latest software version slated for upgrade.

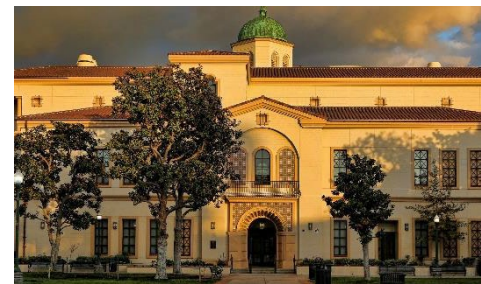
FULLERTON COLLEGE | FULLERTON, CA

Guidepost performed a comprehensive physical site assessment of the Fullerton campus and reviewed the existing security technology components including access control, intrusion detection, video surveillance, visitor management and mass notification systems. The intent of the assessments was to determine the existing systems ability to integrate within a unified platform to support the campus safety officers ability to respond to incidents more efficiently and enhance systems administration. Guidepost delivered access control and video surveillance systems standards and performance specifications that provided direction for integration into the existing Lenel OnGuard and Lenel NVR platform. Integration was recommended to encourage greater utilization of the Lenel platform feature set including camera call-up and alarm event triggers with ability to tie-in other technology systems including PA etc. Edge devices were also identified within the standards to promote consistency of performance capability on future existing building upgrades and new build projects, products from manufacturers including HID, Axis and Stentofon were identified to support both operational needs and system sustainability.



CLIENT REFERENCE

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CLIENT REFERENCE

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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT | SANTA ANA, CA

Guidepost provided design, coordination, and construction administration of new access control and video surveillance systems for the Russell Hall Health Sciences Building replacement. The systems design provides a safe and secure environment for students, faculty, staff, visitors, and assets, as well as maximum flexibility for future expansions. Guidepost also provided a comprehensive access control and door hardware assessment of all buildings. This assessment was used by the college to support access control system design and upgrade.

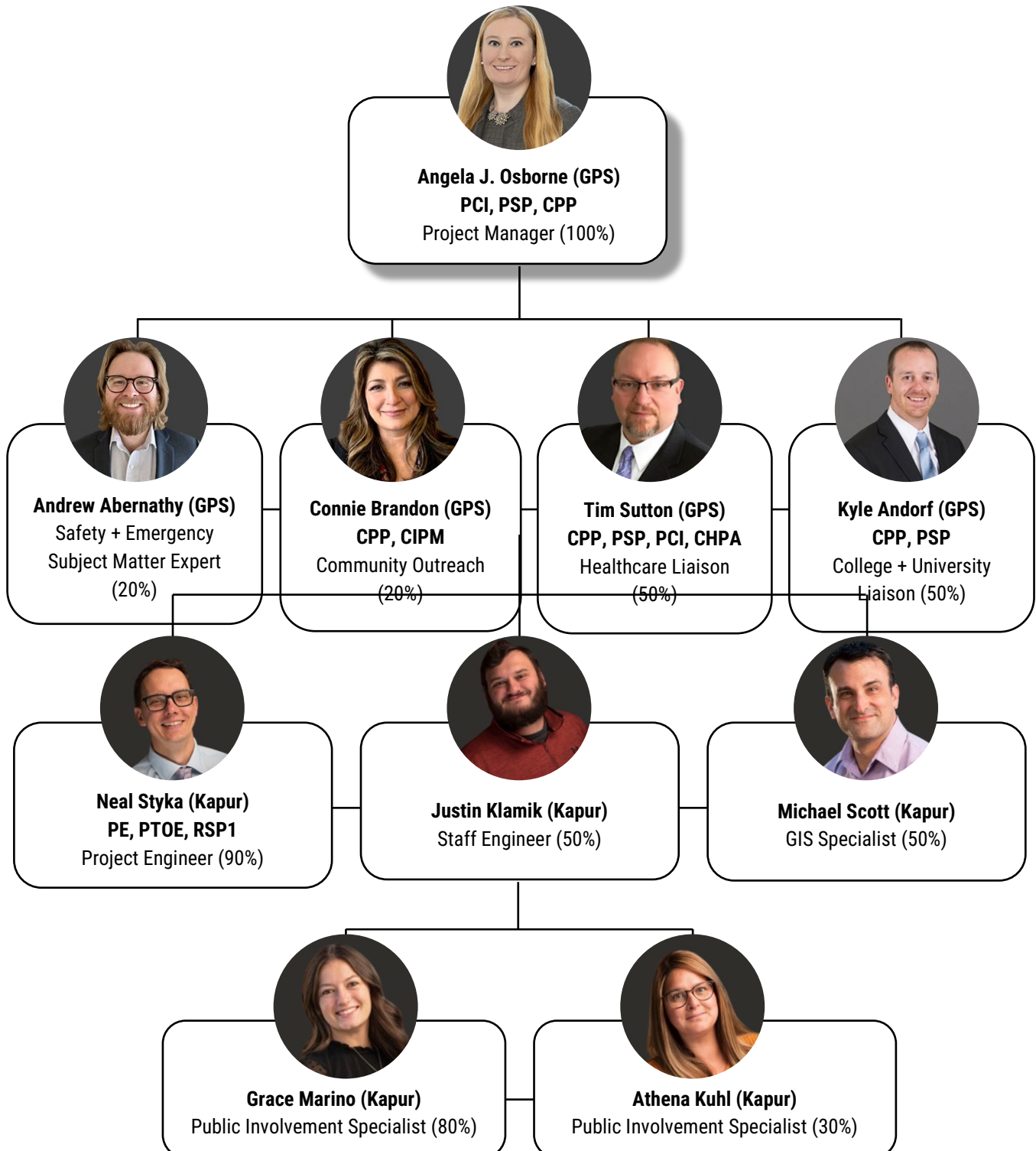


CLIENT REFERENCE

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PROJECT TEAM EXPERIENCE

The percentages listed are estimates of each individual's total time that will be dedicated to this project.





ANGELA J. OSBORNE

PCI, PSP, CPP

Project Manager; Vice President, Risk +
Emergency Management Solutions

EDUCATION

- Master of Arts, Security Studies, Georgetown University
- Bachelor of Arts, Political Science and International & Global Studies, Millikin University in Decatur, IL

CERTIFICATIONS

- Millikin University Young Alumnus of the Year (2021)
- Certified Protection Professional (CPP®)
- Professional Certified Investigator (PCI®)
- Physical Security Professional (PSP®)
- ASIS International Young Professional of the Year (2021)
- Outstanding Young Security Professional Award (OSPA) 2019

PROFESSIONAL AFFILIATIONS

- ASIS International Your Professionals Community, Advisor, Past-Chairman
- ASIS International Professional Standards Board (PSB), Director
- ASIS International Women in Security Community
- Illinois State Society (ISS), Liaison to the National Conference of State Societies (NCSS)

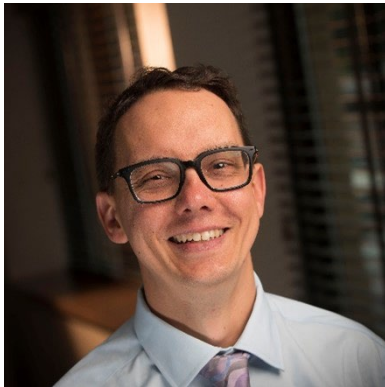
Originally from Decatur, IL, Angela J. Osborne, CPP, PCI, PSP, serves as Vice President, Risk + Emergency Management Solutions within Guidepost's Security and Technology Consulting division. Ms. Osborne specializes in emergency management, threat and vulnerability assessments (TVA), and physical security assessments. Ms. Osborne has led numerous, complex safety and security assessments including the 10 Cook County Courthouses in the Chicago Area for the U.S. Department of Homeland Security Urban Areas Security Initiative Program Grant and the Washington Metropolitan Area Transit Authority (WMATA) in compliance with federal transit requirements. She has supported well-known clients including Willis Tower (formerly Sears Tower), Richard J. Daley Center, Field Museum, International Monetary Fund (IMF), M&T Bank Stadium (Home of the Baltimore Ravens), Inter-American Development Bank, eBay, and Indeed. During the pandemic, she served as an embedded Interim Sr. Director of Global Security and Resiliency for an e-commerce firm.

Prior to Guidepost, Ms. Osborne supported the U.S. Department of Commerce, NASA Goddard Space Flight Center, and General Services Administration. She previously served as the Security Intelligence Analyst for an international company, where she spent years conducting risk assessment, preparing threat analyses, and developing security plans and onsite assessments for critical infrastructure projects

Ms. Osborne is a six-year member of the ASIS Professional Standards Board Director, Past Co-Chairman for ASIS Young Professionals.

RELEVANT EXPERIENCE

- Washington Metropolitan Area Transit Authority Threat, Risk and Vulnerability Assessment-Project Manager | National Capital Corridor
- Cook County Courthouse Assessments and TVRA | Chicago, IL
- Chicago Public Schools Assessment | Chicago, IL
- City of Palm Coast Citywide Assessment | Palm Coast, FL
- Town of Westford Townwide Assessment | Westford, MA
- Providence Public Schools Districtwide Assessment | Providence,



NEAL STYKA, PE, PTOE, RSP1

Project Engineer

Neal Styka is a project engineer with 16 years of experience specializing in 3D modeling, traffic safety analyses, traffic signal design, pedestrian safety, and traffic simulation modeling. He has worked on numerous award-winning projects. His experience and knowledge of substantive safety initiatives have helped improve safety and reduce crash severity. Neal married into a Central Illinois family, and his cousins live in Decatur, IL.

EDUCATION

- BS, Civil Engineering, Marquette University, 2008

PROFESSIONAL EXPERIENCE

- 2008-Present, Kapur, Milwaukee, WI
- 2006-2007, Co-Op Technician, City of Waukesha Public Works, Waukesha, WI

PROFESSIONAL AFFILIATIONS

- Affiliations Director at Large for Education, American Society of Civil Engineers (ASCE)
- Institute of Transportation Engineers (ITE)

CERTIFICATIONS

- Road Safety Professional Level 1 (RSP1) Professional Traffic Operations Engineer (PTOE)

REGISTRATION

Professional Engineer IN, KY, MN, IL (#062069884), WI (#42700)

RELEVANT EXPERIENCE

Division Road, Germantown, WI

In conducting this 2.1-mile corridor study, Mr. Styka identified crash hot spots, turn/bypass lane deficiencies, and new pedestrian crossings. The study also looked at closing gaps in the existing pathway along the roadway. Two public information meetings were held to gather input from residents on what changes they wanted to see, and the results were documented in a traffic memo and summaries of comments for the Village of Germantown to use to determine the next phase of the project.

STH 167 (Mequon Road), Mequon, WI

Designed new signal systems for two intersections as part of a mill and overlay rehabilitation project. The new signal system will increase safety by providing a signal head per lane.

I-39/90/94 Corridor Study, Sauk & Columbia Counties, WI

Analyzed existing and future traffic operations during peak periods along I-39/90/94 using Highway Capacity Software. Additionally, Mr. Styka conducted a travel time reliability analysis to measure the extent of the consistency of travel times along the corridor from day to day.

39th Avenue, Kenosha, WI

Conducted traffic counts and prepared a traffic memo using Highway Capacity Manual methodology to analyze a potential road diet by reducing the number of driving lanes from two lanes to one lane in each direction with parking and bike lanes. Mr. Styka led a parking study to determine parking occupancy and demand.

Wisconsin Avenue Bridge & Signal Project, Wauwatosa, WI

Conducted a signal warrant analysis and crash analysis at the intersection of Honey Creek Parkway and Wisconsin Avenue, which had a high volume of school-age children walking to their nearby schools. Neal designed a new set of traffic signals at the intersection.



ANDREW ABERNATHY

Safety + Emergency Subject Matter Expert

EDUCATION

- Bachelor of Arts, Political Science, Peace War and Defense, University of North Carolina at Chapel Hill
- Shuford Program in Entrepreneurship

CERTIFICATIONS

- Homeland Security Exercise and Evaluation Program (HSEEP)

AREAS OF EXPERTISE

- Emergency Management
- Crisis Management
- Economic Development
- Business Continuity
- Training + Exercises
- Evacuation + Repopulation Planning
- Alert + Warning Planning
- Program Assessment + Design

Andrew Abernathy is a Senior Consultant at Guidepost, specializing in emergency management, crisis management, and economic development planning. Mr. Abernathy is a seasoned consultant with a proven track record of successfully leading and delivering complex projects within budget and time constraints. He is an experienced crisis and emergency management professional and has developed over 100 plans across all phases of emergency management. Mr. Abernathy also has extensive experience in designing and facilitating HSEEP compliant exercises ranging from drills, tabletop exercises (TTXs), functional exercises (FEs), and full-scale exercises (FSEs).

Prior to Guidepost, Andrew worked in emergency management consulting supporting dozens of clients ranging from federal, tribal, state, and local governments to Fortune 500 clients to strengthen preparedness, respond to and recovery from disasters, and build community resilience. Mr. Abernathy has provided critical support for response and recovery operations for federally declared disasters, including wildfires in the State of California and working with Salt Lake County Emergency Management during COVID-19 response and recovery operations.

RELEVANT EXPERIENCE

- WMATA | Washington Metropolitan Area
- Los Angeles International Airport | Los Angeles, CA
- Colorado Division of Homeland Security and Emergency Management | Centennial, CO
- Delaware Emergency Management Agency | Smyrna, DE
- Salt Lake County Emergency Management | Salt Lake City, UT
- Austin Office of Homeland Security and Emergency Management | Austin, TX
- Maricopa County Department of Public Health | Phoenix, AZ
- Maryland Department of Budget Management | Annapolis, MD
- Fresno County Office of Emergency Services | Fresno, CA



MICHAEL SCOTT

GIS Specialist

Mike Scott is a GIS specialist with 25 years of experience in geographic information systems implementation. He is skilled in ArcGIS Version 10.x, ArcGIS Pro 2.x, ArcGIS Server, MicroStation, VertiGIS Geocortex and AutoCAD software packages.

EDUCATION

- BS, Geography, University of Wisconsin-Milwaukee

CERTIFICATIONS

- Geographic Information Systems Professional (GISP) Certification
- ArcGIS Pro Professional Certification
- ArcGIS Desktop Professional Certification

RELEVANT EXPERIENCE

I-43 North-South Corridor Study, GIS Application Development, Kenosha County, WI

Mr. Scott was the GIS applications specialist responsible for data collection, data analysis, and development of web-based mapping for data collected. Data collected for this project fit into seven categories (environmental, planning, maintenance, design, traffic, survey, and utility rail), and consisted of all datasets necessary to create environmental assessments, traffic reports, and other reference materials for the client. In addition, data was employed as a cartographic and analytical tool for the team of designers tasked with the design of the Miller Park/American Family Field baseball stadium interchange reconstruction. He was also responsible for organizing data into a project-specific geodatabase. This included writing metadata and organizing quality assurance/quality control efforts for each dataset in the geodatabase. Mr. Scott was additionally responsible for creating an online mapping interface based on the seven categories of data collected for the project. Data collection and analysis were completed using ArcGIS Desktop Version 10.2.2. Web development was completed using ArcGIS Server Version 10.2.2 and GeoCortex Essentials Version 3.15.

Municipal Services, Burlington, Lake Geneva, & Elkhorn, WI

Mr. Scott has worked with several municipalities to provide GIS services, including the creation of ESRI Enterprise Geodatabase datasets for city assets, including sanitary, storm, water, and electrical utilities. Data is used to track maintenance schedules and asset conditions; among many other items the municipality needs. He has created interactive GIS websites using ArcGIS Server along with GeoCortex incorporating municipal data. He has also created custom tools designed to allow clients to input and update their own data and export custom reports. Web services were created using ArcGIS Desktop Version 10.8.1 and web development was completed using ArcGIS Server Version 10.5.1 and GeoCortex Essentials Version 4.14.2.0.

I-43 North-South Corridor Study, Kenosha County, WI

Created a website using Microsoft Visual Web Developer 2010 Express and Silverlight to display project data.



EDUCATION

- BA, Communications, University of Milwaukee Wisconsin, 2022

GRACE MARINO

Public Involvement Specialist

Grace Marino is a communications and public involvement specialist with prior experience in marketing, customer service, and project management. She is responsible for creating and distributing construction project communication, helping project teams plan and execute public involvement meetings, and assisting in responding to public inquiries. Her varied background gives her the framework to assist the public involvement project team and provide clients with a different perspective.

RELEVANT EXPERIENCE

13th Street Reconstruction Project, City of Oak Creek, WI

Ms. Marino assisted with public involvement efforts, including providing temporary business signage and alerting affected stakeholders on access and delivery services during affected closures. She also aided in the preparation and distribution of informational brochures, working with the project team to provide weekly updates and coordinate with impacted residents.

Greenfield Avenue Reconstruction Project, Village of West Milwaukee, WI

Ms. Marino assisted with public involvement outreach efforts, including communicating with affected residents, stakeholders, and businesses.

WIS 175 Corridor Study, Milwaukee, WI

The aging WIS 175 roadway, north of the Stadium Interchange, requires reconstruction to improve neighborhood cohesion and ensure acceptable traffic operations. The study is expected to recommend a solution to address safety and mobility concerns for pedestrians, bicyclists, and motorists in the surrounding neighborhoods. Ms. Marino's role in this WisDOT study is to support the public involvement team in creating project collateral.

US 53, STH 35, STH 16 Corridors, La Crosse, WI

As part of a team, Kapur is providing urban design and public involvement for this high-profile Majors project that involves the three primary N/S corridors through the City of La Crosse. Ms. Marino is working closely with local businesses, neighborhood associations, and bicycle/pedestrian groups to develop alternatives that improve safety and mobility for vehicles as well as bicycles and pedestrians.

Division Road Conceptual Design, Germantown, WI

Ms. Marino assisted in preparing and executing the public involvement meetings, including handouts and various meeting preparatory materials, to ensure residents were well informed of the project and had input.



ATHENA KUHL

Public Involvement Specialist

A graphic communications and public involvement professional within Kapur's communications department, Ms. Kuhl has five years of experience and is responsible for design and construction project communications, including stakeholder issues, document development, and public meeting planning.

EDUCATION

- AD, Graphic Communications Gateway Technical College, 2018
- AD, Marketing Communications Gateway Technical College, 2018

RELEVANT EXPERIENCE

US 53, STH 35, STH 16 Corridors, La Crosse, WI

As part of a team, Kapur is providing urban design and public involvement for this high-profile Majors project that involves the three primary N/S corridors through the City of La Crosse. Ms. Kuhl is leading all public involvement efforts for Kapur's design of US 53, which includes the central business district in La Crosse. She is working closely with WisDOT, officials from the City of La Crosse, Onalaska, local businesses, neighborhood associations, and bicycle/pedestrian groups to develop alternatives that improve safety and mobility for vehicles as well as pedestrians.

WIS 175 Corridor Study, Milwaukee, WI

The WIS 175 roadway, located north of the Stadium Interchange, necessitates reconstruction to enhance neighborhood connectivity and optimize traffic operations. The ongoing study aims to propose a solution that effectively addresses safety and mobility issues for pedestrians, bicyclists, and motorists within the surrounding neighborhoods. Ms. Kuhl's involvement in this WisDOT study entails overseeing the public involvement team responsible for conducting outreach activities within the 19 neighborhood groups situated along the project corridor.

WIS 32 (Sheridan Road), 91st Street to Illinois State Line, Kenosha County, WI

Ms. Kuhl was the public involvement lead for all public outreach materials for this resurfacing project. In addition to meeting with impacted residents and businesses, Athena's responsibilities included attending and coordinating a public involvement meeting, preparing and distributing informational brochures, working with the project team to provide weekly updates, and coordinating with impacted residents.

WIS 31 (Green Bay Road), County S to WIS 50, Kenosha County, WI

Athena was the public involvement lead for all public outreach materials of the STH 31 Green Bay Road improvements project. In addition to meeting with impacted residents and businesses along the corridor, Athena's responsibilities included attending and coordinating a public involvement meeting.



CONNIE BRANDON CPP, CIPM

Community Outreach

EDUCATION

- Associate of Arts, Psychology, University of Phoenix
- Bachelor of Science, Organizational Security Management, University of Phoenix

CERTIFICATIONS

- Certified Protection Professional (CPP)
- Certified Institutional Protection Manager (CIPM)

PROFESSIONAL AFFILIATIONS

- ASIS International
- InfraGard

AREAS OF EXPERTISE

- Operations Emergency Policy and Procedure Operational Development
- Subject matter training in Security Awareness, Workplace Violence Prevention, and Travel Security Safety
- Physical Security Assessments
- Physical Security Operations & Consulting
- Threat, Vulnerability and Risk Assessments
- Guard Force Management

Consuela (Connie) Brandon, a security consultant at Guidepost Solutions, brings more than 20 years of business experience in roles such as private ownership, human resources, payroll management, and physical security.

Mrs. Brandon's physical security responsibilities have included physical security operations and management, operational risk assessment and surveys, guard force management and training; emergency management; investigations; staff and budget management; policy and procedure development; project management, compliance audits, and contract negotiation.

Mrs. Brandon has expertise in managing multiple client projects, identifying areas of vulnerability for remediation, and developing recommendations for corrective action. Mrs. Brandon's market sector experience includes government, construction, healthcare, utilities, data centers, residential, global logistics, and corporate.

Before joining Guidepost, Mrs. Brandon held several positions with Securitas, including branch manager and field service manager. She was responsible for maintaining client relationships, managing security operations, and leading, training and developing security officers.

Mrs. Brandon earned an Associate of Arts in Psychology and a Bachelor of Science in Organizational Security Management, both from the University of Phoenix. She is an active member of the American Society for Industrial Security (ASIS) International, where she serves as an active board member to the North Texas Chapter.

RELEVANT EXPERIENCE

- WMATA Threat and Vulnerability Assessment | National Capital Corridor
- American Board of Internal Medication | Philadelphia, PA
- City and County of Dallas | Dallas, TX
- City of Duluth | Duluth, MN
- City of Palm Coast | Palm Coast, FL



KYLE ANDORF PSP, CPP

College + University Liaison

Based in northern Illinois, Kyle Andorf is a seasoned security and systems design professional with over ten years of practical experience, including conducting security risk, threat, and vulnerability assessments. He is a certified Physical Security Professional (PSP) as designated by ASIS International.

Mr. Andorf has worked on security projects across a spectrum of vertical markets including commercial, government, education, financial, healthcare, high rise and mixed-use as well as hospitality and retail.

Mr. Andorf has experience managing multiple fast paced projects and deadlines with a history of delivering strategic solutions, risk management and client relationship solutions. He is proficient in streamlining processes and maintaining communication with clients to deliver solutions most effectively.

Prior to joining Guidepost, Mr. Andorf was a senior security consultant at a global safety, security and risk-based engineering firm serving as project manager for security consulting, design, and assessment projects.

EDUCATION

- Master of Business Administration, Bellevue University
- Bachelor of Science, Law Enforcement and Justice Administration, Western Illinois University

CERTIFICATIONS

- Physical Security Professional (PSP)
- Certified Protection Professional (CPP)

AREAS OF EXPERTISE

- Security Systems Design
- Security Risk Assessments
- Security Consulting

RELEVANT EXPERIENCE

- Milwaukee County Transit System Security Assessment | Milwaukee, WI
- University of Kansas Assessment | Statewide
- University of Maryland Baltimore County | Baltimore, MD
- Lake County Courthouse Assessment, Waukegan, IL
- Duluth City Hall Assessment | Duluth, MN
- Richard J. Daley Center Assessment | Chicago, IL
- Willis Tower (Formerly Sears Tower) Podium Redesign | Chicago, IL
- ALDI | Batavia, IL
- Utah State University | Statewide
- WMATA Security Assessment | Washington, D.C.
- John F. Kennedy Presidential Library and Museum | Columbia Point, Boston, MA



EDUCATION

- BS, Civil Engineering Milwaukee School of Engineering, 2022

JUSTIN KLAMIK

Staff Engineer

Justin is a civil engineer assisting in delivering transportation, site, and municipal projects.

RELEVANT EXPERIENCE

STH 32 Lake Dr

Justin assisted in creating a signal plan for replacing the existing bridge over Honey Creek, as well as quantities and PS&E.

I-94 East-West Corridor Study, Milwaukee County, WI

Justin assisted with this 2.5-mile corridor study for a freeway expansion. His responsibilities included utility coordination with the survey team and modeling 3D utilities for the project.

CTH T, Waukesha, WI

Justin assisted with the permanent and temporary signal design as well as the signal removal plan, quantities, and PS&E.

I-43 North-South Freeway, Brown Street to Capitol Drive, Milwaukee County, WI

Justin assisted with creating cross-sections and cleaning up plans for this 2.7-mile mill and overlay for I-43. The project will resurface deteriorating pavement along the mainline, ramps, and ramp shoulders, add a fourth lane along the mainline in each direction, construct auxiliary lanes, add three new parallel on ramps, reconstruct the inside shoulders and replace the median barriers, and reconstruct and widen the outside.

Wisconsin Avenue Bridge, Wauwatosa, WI

Justin assisted in creating a signal plan for replacing the existing bridge over Honey Creek, as well as quantities and PS&E.

Milwaukee Avenue, Racine, WI

Justin assisted in the quantity checks and PS&E for the Milwaukee Avenue project.



TIMOTHY P. SUTTON

CPP, PSP, PCI, CHPA

Healthcare Liaison

EDUCATION

- Bachelor of Business Administration, Accounting and Finance, summa cum laude, American Intercontinental University

CERTIFICATIONS

- Licensed Private Detective, Illinois
- Licensed Private Security Contractor, Illinois
- Licensed Private Alarm Contractor, Illinois
- Certified Protection Professional (CPP), ASIS International
- Certified Healthcare Protection Administrator (CHPA), IAHS International

PROFESSIONAL AFFILIATIONS

- ASIS International
- International Association of Healthcare Security and Safety (IAHSS)
- ASIS International Professional Standards Board (PSB), Director

Based in Springfield, IL, Timothy Sutton has more than 34 years of security experience. His expertise includes operational security management and program development, loss prevention, physical security and risk assessments, and technical security systems design and implementation. He has worked with clients in diverse sectors including healthcare, retail, government, multi-use properties, and manufacturing. Mr. Sutton is a Certified Healthcare Protection Administration (CHPA®) through the International Association for Healthcare Safety and Security (IAHSS).

Before joining Guidepost as a Senior Security Consultant, Mr. Sutton worked as a director of security responsible for Enterprise Security Risk Management. He authored Security, Emergency Action and Fleet Safety Plans along with security training and operations manuals. He also conducted new hire background investigations and security advances.

From 2020 to 2021, Mr. Sutton also served as an embedded Security Advisor to Johns Hopkins Hospital in Baltimore. In this role, we assisted in the development of SOPs for staff, security assessments, and operational readiness for the organization.

RELEVANT EXPERIENCE

- Howard Brown Health | Chicago, IL
- Johns Hopkins Health System | Baltimore, MD; St. Petersburg, FL; Washington, DC
- Stanford Medicine | Palo Alto, CA
- Alzheimer's Association | Nationwide
- Center for Autism & Related Disorders | Nationwide
- Froedtert Health | Milwaukee, WI
- Cook County Courts | Chicago, IL
- Metro South Alternative Care Facility | Elgin, IL
- Warner Hospital and Health | Clinton, IL
- Aldi | Nationwide

SUBCONTRACTOR

Role of Kapur: Guidepost Solutions has partnered with Kapur, a full-service consulting engineering firm providing engineering, survey, site design, construction inspection, and construction management services across the U.S. Kapur's role will focus on providing the engineering and traffic analysis elements as well as some aspects of the public involvement tasks. Guidepost Solutions' work will primarily focus on the public taskforce, public engagement, taskforce development and coordination, project management, and support for the final report.

Background on Kapur: Kapur's corporate headquarters are located in the north side of Milwaukee, and have several other branch offices in downtown Milwaukee, Madison, Appleton, Wausau, and Burlington, as well as full-service offices in Chicago, Indianapolis, Fort Wayne, Louisville, York, and Sarasota. Kapur has steadily grown to 425+ professionals and provides services to contractors, DOT's, railroads, power companies, municipalities, developers, agencies, water and sewer districts, and school districts for 40+ years. As a trusted business partner and leader in the industry, we are renowned for providing exceptional expertise and technical knowledge across every phase of a project. The individual and collective efforts of our personnel provide cost-effective and sustainable solutions in a timely manner. They are proud to be employee owned, and all eligible employees take part in our Stock Ownership Program (ESOP). This incentive encourages us to take responsibility for and pride in each of our projects, resulting in success and allowing us to forge long-term relationships with our clients.

Qualifications + Transportation Design Services: Kapur has a staff of 25+ transportation design professionals who respond to critical schedules and peak workloads. Their experience covers the planning, design, and street reconstruction improvements, including municipal street, storm sewer, sanitary sewer, and water infrastructure. Kapur's pavement rehabilitation experience empowers the organization to recommend solutions that are economical and sustainable, and its relationship with WisDOT and agency staff provides substantial benefits to its clients when coordinating improvements to roadways. Behind every successful project is a commitment to quality construction management, and by adopting a proactive approach to project quality control, Kapur closely monitors the construction process and anticipate the client's needs every step of the way. Construction management services begin during design with schedule and budget evaluations, constructability reviews, and cost estimate verification, and Kapur assures construction quality while documenting materials, labor, and equipment used.

Kapur offers a range of services to provide clients with the best solutions to their transportation needs: Location & Corridor Planning Studies, Environmental Documents (EIS/EA/ER), Phase I through IV Hazardous Material Investigation & Remediation, Right-of-Way Plat, Local Street Repair & Reconstruct, Rural & Urban Highways, Freeways + Interchanges, Multi-use Trails, Roadway Lighting, Drainage Analysis + Design, Erosion Control, Traffic Control + Staging, Marking + Signing, Utility Coordination, Agency Coordination + Permitting, Parking Studies, Traffic Modeling, Traffic Counts + Analysis, and Traffic Signal Design.

A key member of the Kapur team is Neal Styka, PE, a civil engineer licensed in Illinois. He has 16 years of experience and is a Road Safety Professional Level 1 (RSP1) Professional Traffic Operations Engineer (PTOE) as well as a Director at Large for Education, American Society of Civil Engineers (ASCE). He has worked on numerous award-winning projects. His experience and knowledge of substantive safety initiatives have helped improve safety and reduce crash severity. He and the Kapur team have provided similar support to a number of areas in the Midwest including Division Road, Germantown, WI; STH 167 (Mequon Road), Mequon, WI; I-39/90/94 Corridor Study, Sauk & Columbia Counties, WI; 39th Avenue, Kenosha, WI; and Wisconsin Avenue Bridge & Signal Project, Wauwatosa, WI, among many others.

WORK PLAN

TECHNICAL APPROACH

Task 1: Create a Technical Advisory Committee

Guidepost will coordinate with the City to create a Technical Advisory Committee of key stakeholders, including municipalities in and near the City's service area, Decatur Urbanized Area Transportation Study, IDOT, Richland Community College, Decatur Memorial Hospital, St. Mary's, Abbott EMS, Decatur Police Department, Macon County Sheriff's Office, and Millikin University. We plan to engage Technical Advisory Committee members throughout the engagement, provide updates on our efforts, and seek their input to ensure the engagement meets Decatur's needs and supports its operations.

Our team will conduct monthly status meetings to keep the Technical Advisory Committee informed of the study's progress and solicit their input as the project progresses. Guidepost will also provide a quarterly project status report to the Technical Advisory Committee as an executive-level snapshot of project progress, upcoming milestones, and any outstanding items that may arise.

Technical Advisory Groups play a key role in data collection for the Plan by providing expert insights and technical guidance and ensuring that the project is thorough, accurate, and aligned with best practices. This brings local knowledge, diverse perspectives, and community priorities into the planning process.

Our partnering with Richland Community College, Millikin University, and Decatur Memorial Hospital in our technical advisory group captures feedback and participation from not only a local scale but a broad scale of stakeholders. We envision that the Technical Advisory Committee will review and validate major deliverables over the course of this engagement.

Task 1a: Stakeholder Engagement and Public Involvement

Public involvement in the development of the Decatur, IL, Comprehensive Safety Action Plan ensures that the plan is founded on the community's true needs and real safety experiences. Early and consistent community engagement allows for the identification of safety concerns that may not be apparent through data and crash statistics alone. This approach empowers residents to actively participate in shaping strategies and solutions, promoting a sense of ownership and accountability. By incorporating perspectives from underrepresented or vulnerable neighborhoods, the Plan can address critical safety issues and concerns with inclusive approaches resulting in a more sustainable and trusted outcome.

Transparent community engagement is the foundation of any successful project and our team's public involvement strategy is key to ensure that all voices from stakeholders are heard. By utilizing neighborhood meetings, pop-ups, events, and online engagement platforms such as Social Pinpoint, our team will ensure that the estimated 35-40% of the underrepresented population of Decatur will have the opportunity to contribute to the planning process for the community's future needs.

By coordinating with Community-Based Organizations such as Good Samaritan Inn and Coalition of Neighborhood Organizations, our team can gather input in ways that are both convenient for the residents and meaningful. In addition, engaging with neighborhoods, such as Old King's Orchard, MLK, Hess Park, Clokey Park, Mueller Park, Torrence Park, and Mueller Park among many others, is essential, as underrepresented neighborhoods often face barriers to effective participation in city planning, making targeted public involvement essential for equitable engagement.

Community Feedback: Guidepost understands that the development of the Study will be guided by feedback and collected through a whole community approach. The Study will include outreach activities to ensure equitable identification and investment in the

safety needs of underserved communities in preventing roadway fatalities and injuries in the Decatur area. We acknowledge that based on the USDOT ETCE, 61% of Decatur's citizens and 57% of Macon County's population live in census tracts defined as underserved communities. Guidepost will ensure an equitable approach throughout the engagement by providing a perceptions survey to provide a virtual and hardcopy (available in multiple languages) means for stakeholders to share insights, engaging in a series of focus groups and events to draw public interest, and targeted interviews across the City. We will also leverage a tool for people to map findings to show where they observed a safety concern, hazard, or opportunity. Our team will engage with community groups across Decatur and Macon County to gain valuable insights and provide transparency to our efforts. We understand the importance of a whole community approach and ensuing buy-in throughout the Decatur community. Equity is the foundation of the study, and we deeply understand the importance of the equitable and fair treatment of all people, particularly in underserved areas, in addressing roadway safety issues through engineering, enforcement, education, and emergency services.

Throughout the development of the study, Guidepost will design and execute a detailed and wholistic stakeholder and public engagement program that seeks to gain authentic and meaningful public input from community members in Decatur and throughout Macon County. Public involvement and stakeholder outreach will emphasize engagement with historically marginalized, and economically disadvantaged communities through innovative engagement approaches. Guidepost will align with best practices such as those detailed in USDOT's [Promising Practices for Meaningful Public Involvement in Transportation Decision-making](#) and insights from [USDOT's Equity Action Plan](#).

Public Participation Plan: To guide the community engagement process, Guidepost will develop a public participation plan. This plan will outline the overall strategy and process to identify and engage key communities that may be disproportionately impacted by traffic risks and traditionally underserved by safety efforts. We envision that the plan will use a mix of approaches to capture needs and issues related to infrastructure deficiencies, roadway safety concerns of community members, and multimodal transportation options. Our outreach approach will include:

- Specific activities for reaching identified stakeholder groups and engagement strategies that inform, involve, and empower stakeholders and the public.
- Opportunities to ground truth data analysis.
- Collaborative development of policies, strategies, and recommendations.
- Timeline for stakeholder and public engagement activities.
- Communication methods for sharing information with residents and community members.
- Strategy for effective and consistent messaging.
- Plan for on-going engagement during implementation and follow-up to ensure continued collaboration.

As identified in the RFP, Guidepost recognizes that public involvement is a process, not an event. We will work with the City to involve the whole community in early discussions to identify solutions, strategies, and policies for our transportation system. This strategy also serves to build community buy-in, and we will consistently seek public feedback and validation throughout the planning process. We will use multiple methods to engage our diverse community members as we understand traditional print and radio may reach limited audiences. Planning efforts we have undertaken focus on engagement approaches that include a mix of social media, pop-up events, and community meetings as an effective way to engage diverse and underserved groups and this plan will follow that approach.

Task 2: Host a Kick-Off Meeting

Guidepost will prepare and execute a detailed work plan defining key stakeholder, a feedback tracking approach, outreach techniques, and a plan and schedule for public involvement activities focused on current and proposed transit services. Guidepost will review the work plan with the Technical Review Committee at a kickoff meeting and solicit and incorporate their feedback.

A thorough review of existing documentation will provide our team with a baseline understanding of the City's existing plans, policies, and procedures. Guidepost will work to catalog key findings and relevant data to support the planning process. In addition, the review of all relevant documentation at the outset of this engagement is critical to ensuring a well-informed stakeholder engagement and planning process.

Task 3: Drafting Vision, Mission, and Goals

Guidepost will work with the City to create a program framework, including the following:

- **Vision Statement:** Articulating the short-term and long-term goals for the program and serves as a source of inspiration for stakeholders. The statement will provide a clear picture of the desired outcome, guiding strategic decisions and motivating stakeholders and City personnel towards common goals.
- **Mission Statement:** A concise and clear declaration of the programs core purpose, primary goals, and overall intentions. It defines what the program does, who it serves, and how it delivers value to its stakeholders.
- **Program Goals:** Overarching statement that defines what the program aims to achieve. Program goals will be aligned with the City's mission and vision, ensuring that the program contributes and aligns with the larger objectives of the City and community-based partners.

Overall, all goals and strategic planning will be developed to be actionable, achievable, and measurable for the City and stakeholders. This process will support the overall goal of the engagement which is to prevent deaths on roads in the Decatur community and region. This process will place an emphasis on less expensive, high impact initiatives as outlined in the NRSS.

Task 3a: Best Practices Identification

Guidepost will conduct research and utilize our team of SMEs to develop a best practice report to identify relevant industry standards as well as other relevant industry standards. In addition to industry standards, our team will conduct a review of similar organizations across the U.S. to identify what works and will consider the impacts on drivers, passengers, and other road users to eliminate serious injuries and deaths. We will provide a summary of our findings within the report as well as our research including sources for each industry standard and best practice identified. We understand that practices that align with the unique circumstances locally should be highlighted and considered for recommendations to include in the final report.

Task 4: National Highway Traffic Safety Administration Fatality Study

Using the National Highway Traffic Safety Administration's (NHTSA's) Fatality Analysis Reporting System (FARS) is a good starting point for identifying fatal crashes that are within the study's boundaries; however, since not all crashes are fatalities, it is important to cross reference crash data with the Illinois Department of Transportation (IDOT) to determine the type of crash and the conditions at the crash site. With these two sources, both fatal and serious injury crashes can be analyzed.

Public input will also be sought out to find areas where the public feels the roadway or intersection is unsafe. This information will expand our ability to understand where crash hot spots are and the public's highest area of concern. Comparing crash patterns and trends with other information such as roadway geometry, roadway lighting, presence of crosswalks and sidewalks, environmental conditions (such as rain and snow, age of the driver, alcohol and drug related, and type of crash) will provide additional context.

An additional source of information on crashes could come from big data sources that use anonymized data from connected vehicles, vehicle navigation systems, and cell phones to identify areas with problems like red light running, excessive speeds, hard braking, and potentially unsafe habits like texting and driving which can indicate an area has safety concerns. Without this additional source of information, no proactive data is being utilized, only crashes that already occurred would be used. If the City authorizes the use of big data safety data, this would be added into the crash analysis to help see larger trends. If the City knows of any new developments that are planned that could increase or change traffic patterns, these will also be evaluated to see if any of the changes occur at areas that already are flagged as being an area of concern.

Methods to reduce crashes and serious injuries can be implemented by a variety of evidence-based practices, ranging from better enforcement of traffic laws and improved access to post crash care, to more physical solutions, such as speed humps/tables and narrowing the roadway, to providing crossings that better align with bus stops. Often, by listening to partners in the campaign and feedback gathered from outreach, suggestions will arise from the community that already fit the evidence-based solutions. The crash modification factors, crash type, and primary cause will be summarized in the draft and final reports. Gaps, barriers, and opportunities will also be identified as part of the conversation with the technical advisory committee and through public outreach, and information gained from stakeholder engagement along with crash statistics will be combined to make a comprehensive plan that emphasizes ways to reduce crashes and their severity.

Guidepost will review the National Highway Traffic Safety Administration (NHTSA) Fatality Analysis Reporting System (FARS) to gather specific information on fatal traffic crashes that have occurred in the Decatur area. This study will identify specific areas that may need to be improved. Our analysis will include looking for patterns in crash type, road user characteristics, roadway features, vehicle factors, socioeconomic indicators, and environmental conditions. The culmination of this study will be the development of a baseline assessment report of roadways in the City. The baseline assessment will incorporate a systematic approach to safety by identifying the characteristics present in severe crashes, and identifying where else the City's roadway network has similar characteristics. Characteristics examined within the assessment will include the following:

- Roadway features such as lane width
- Shoulder width, curvature
- Speed limit
- Traffic volume

Guidepost will provide an editable copy of the Draft Baseline Assessment Report to the City and IDOT. Guidepost will also synthesize this Report's content into a Draft and Final Report as required in Task 7.

Task 5: Data Summary of Higher Risk Locations

Next, Guidepost will develop a crash tree diagram which is inclusive of the following:

- Road features
- Intersection control
- Crash severity
- Equity measures
- Natural disasters

The diagram will contain tables and charts to help summarize crash trends and identify higher risk locations. We will work to identify areas where a local trend is overrepresented compared to others in the region or a similar community. The diagram will also contain tables and charts to highlight underserved communities and crash trends

As the crashes are analyzed, they will be displayed visually on maps as well as in a crash tree diagram so that the public, who might not be familiar with looking at crash tree diagrams, can see visually where the crashes have occurred. Engineers, planners, and other road safety experts will be able to utilize the crash tree diagrams to identify the focus facility and crash types. Having both methods of visualizing the crash data further helps to understand and find trends and patterns in the crashes. From these visualizations and crash trees, a preliminary report will be developed.

With crash trees and visualizations, the cause and type of crash can be identified. When this is overlaid with socioeconomic indicators, a larger picture of the crashes can be developed. When there are a higher percentage of crashes in areas that are less socioeconomically advantaged, it can be caused by a variety of things including more pedestrians (therefore pedestrian exposure due to less household vehicle ownership), older vehicles with fewer of the newest safety features, or more difficulty in accessing post-crash care.

As crashes are reviewed and input from the community is gathered, a particular emphasis will be placed on transit routes and transit stops. The City's bus routes connect many citizens to important areas within Decatur, such as places of employment and the cities' two hospitals. As well as places of education, training, and other services to that underserved communities utilize, such as the community college and the YMCA. These routes will play a role in the City's goal of Vision Zero by helping spread word of the campaign on the bus and at select destinations, provide areas of outreach to large audiences at many of the points of interest on the bus route, and many of the cities' businesses may become partners in the project. Throughout this process of identifying crash patterns, hearing from the public, and from a technical advisory committee; the project manager will meet with the City twice a month after the initial kick off meeting to provide updates and solicit feedback from the City.

After this analysis and outreach to identify crash locations, targeted countermeasures can be identified using sources, such as FHWA's Proven Safety Countermeasures, Safe Transportation for Every Pedestrian toolbox, and the Crash Modification Clearinghouse. For every crash, one of the biggest risk factors to people is vehicle speed. The higher the vehicle speed the greater the risk is for severe injuries due to the force of the crash exceeding the amount energy on the human body can sustain. As the underlying causes of the crashes are found, recommendations of situationally appropriate solutions will begin. Many of the solutions will focus on ways to reduce speeds of vehicles and reduce a vulnerable road users' exposure by better separating different road users in shared areas and reducing pedestrian crossing distances. These are among many of the most effective methods to reduce crash severity. These ideas are a part of the Safe Systems Approach and the Vision Zero goal that the City wants to adopt and achieve.

Task 6: Analyze Emphasis and Countermeasures

Guidepost will draft a recommendations report focusing on updating current policies, plans, guidelines, and standards to identify opportunities to prioritize safety that focuses on the following aspects:

- Lane departure crashes
- Crashes on curves
- Impaired driving crashes
- Pedestrian safety
- Intersections crashes
- Younger drivers
- Data management
- Nighttime crashes
- Post-crash care
- Equity measures
- Climate change

Guidepost will also assess areas that may represent contributing factors or populations that are overrepresented in the data (e.g., pedestrians, younger drivers, impaired driving related crashes, etc.). We understand that these other areas will include three (3) parts: 1) problem identification, 2) a goal, and 3) countermeasure strategies. The problem identification section will include explanations of the issue and the data that was used to determine that is should be part of the focus. Strategies will be evidence-based and describe the activities that will have an impact on the situation. The recommendations report and baseline assessment will serve as the foundation for the draft and final report outlined in task 7.

The comprehensive safety action plan will begin as an assessment report submitted to IDOT and the City of Decatur that documents the crashes, trends, and patterns that are identified. Additionally, reviews of and recommended modifications to the City of Decatur's design and construction standards for roads and streets will be incorporated into the action plan.

The initial assessment report will be developed into a complete report that will be presented for a draft review to the technical review committee, IDOT, the City of Decatur, and the City Council. Then a final report will be submitted after relevant comments have been incorporated. The completed report will highlight specific areas of concern, crash patterns, gaps, barriers, and opportunities that exist within the City, and will provide guidance and potential action items for the City to consider implementing to best improve the safety of the community. Ultimately these will lead to recommendations of further studies or projects that will need to be done to implement the recommended solutions.

The report should be treated as a living document that would be recommended to be revisited in approximately five (5) years to see what changes have been incorporated and how those improvements are functioning.

Task 7: Write Draft and Final Reports

Guidepost will synthesize content from the previous reports and activities into a draft report. Guidepost will also present the findings and recommendations to the study's Technical Review Committee and City Council for their review and approval and incorporate their relevant comments into the final report. Guidepost will submit three (3) bound copies of the final and complete

Comprehensive Safety Action Plan along with an electronic version to be used for electronic distribution as well as for reprint purposes.

PROPOSED PROJECT SCHEDULE

Team Guidepost Solutions/Kapur have structured our workload in a manner to ensure consistent support for the City of Decatur. Kapur is currently completing an engagement with a municipality in Wisconsin. Guidepost is completing engagements for Lake County in Illinois, the City of Duluth in Minnesota, and WMATA. Team members are prepared to commence on this engagement and provide the necessary support throughout the engagement. They have the capacity to meet the proposed work schedule.

Task Name	Duration	Start	Finish
Study Initiated	1 day	Mon 9/23/24	Mon 9/23/24
Crash Reports Collect and Perform Analysis	1 day	Mon 9/23/24	Mon 9/23/24
Develop High Injury Network Map	23 days	Tue 10/1/24	Thu 10/31/24
Initial Kickoff Meeting	1 day	Tue 10/1/24	Tue 10/1/24
Analyze Big Data Safety Metrics if Authorized	23 days	Tue 10/1/24	Thu 10/31/24
Create Technical Advisory Committee	14 days	Tue 10/1/24	Fri 10/18/24
Host 4 Technical Advisory & Progress Meetings	109 days	Tue 10/1/24	Fri 2/28/25
Stakeholder Engagement and Public Involvement	39 days	Tue 10/1/24	Fri 11/22/24
Site Visits to Verify Roadway Geometrics (If Necessary)	23 days	Tue 10/1/24	Thu 10/31/24
Review Current Policies	59 days	Tue 10/1/24	Fri 12/20/24
Draft Vision, Mission, and Goals	44 days	Tue 10/1/24	Fri 11/29/24
Best Practices Identifications	50 days	Mon 11/4/24	Fri 1/10/25
Determine and Identify Crash Modification Measures	35 days	Mon 11/4/24	Fri 12/20/24
Draft Baseline Assessment Report	15 days	Mon 12/2/24	Fri 12/20/24
Crash Tree Diagram	35 days	Mon 11/4/24	Fri 12/20/24
Develop Report that Emphasizes Data and Countermeasures	15 days	Mon 12/2/24	Fri 12/20/24

Task Name	Duration	Start	Finish
Final Baseline Assessment Report	1 day	Fri 1/10/25	Fri 1/10/25
Draft Comprehensive Safety Action Plan	1 day	Fri 2/28/25	Fri 2/28/25
Final Comprehensive Safety Action Plan	6 days	Fri 2/21/25	Fri 2/28/25

STUDY COST

Guidepost can structure its engagements to meet the needs of City of Decatur Public Transit System through several options to include hourly rates, fixed fee rates, and retainer. The rate structure is based on the scope of work and the predictability of the planned activity.

Phase/Task	Total
Task 1 - Create a Technical Advisory Committee	\$ 21,735
Task 1a - Stakeholder Engagement and Public Involvement	\$ 38,570
Task 2 - Host a Kick-off Meeting	\$ 6,880
Task 3 - Goals, Vision, Mission	\$ 3,440
Task 3a - Best Practices Identification	\$ 6,880
Tasks 4 + 5 - National Highway Traffic Safety Administration Fatality Study & Data Summary of Higher Risk Locations	\$ 89,870
Task 6 - Analyze Emphasis and Countermeasures	\$ 21,070
Task 7 - Write Draft and Final Reports	\$ 35,910
Total	\$ 224,355
Travel Expenses	\$ 9,645
Database Fee	\$ 6,000
Total + Expenses	\$ 240,000

Fees are based on the set of assumptions and conditions that traffic volume data, turning movement counts, traffic modeling, and traffic signal timing plans will not be evaluated, collected, or performed. It also assumes that Guidepost will be providing all the assistance in developing graphics for public engagement and for reports.

EXCLUSIONS

While the following items are not included in the scope, these services could be added via a contract amendment:

- a. Traffic counts
- b. Traffic volume collection
- c. Intersection signal timing plan review
- d. Signal plan review
- e. Signal and Stop Warrant Analysis
- f. Turn bay length analysis
- g. Intersection control evaluation reports
- h. Topographic field survey, data collection, and base mapping
- i. National Highway Traffic Safety Administration Fatality Study

* * * *

We are grateful for the opportunity to submit this proposal to City of Decatur Public Transit System. We are happy to discuss any aspect of this proposal and look forward to the opportunity to work with City of Decatur Public Transit System in this matter.

MISCELLANEOUS INFORMATION

EQUAL EMPLOYMENT OPPORTUNITY AT GUIDEPOST SOLUTIONS

The below language is directly from the Guidepost Employee Handbook.

Guidepost Solutions is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. Guidepost Solutions' management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

Guidepost Solutions will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's, physical or mental disability, sincerely held religious beliefs and practices, and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon Guidepost Solutions' business operations.

Any applicant or employee who needs an accommodation in order to perform the essential functions of the job should contact the Chief Compliance Officer and the Senior Vice President, People Operations to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. Guidepost Solutions will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify whether such an accommodation can be made. Guidepost Solutions will evaluate requested accommodations, and as appropriate, identify other possible accommodations, if any. The individual will be notified of Guidepost Solutions' decision regarding the request within a reasonable period. Guidepost Solutions treats all medical information submitted as part of the accommodation process in a confidential manner.

Employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Chief Compliance Officer and the Senior Vice President, People Operations. Guidepost Solutions will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the Chief Compliance Officer and the Senior Vice President, People Operations.

To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

DIVERSITY + INCLUSION AT GUIDEPOST SOLUTIONS

Guidepost Solutions fosters an inclusive environment of professionals who share common values of diversity and equality. We treat each other with respect. We listen to and learn from one another with compassion and empathy. We encourage diverse viewpoints as we provide innovative solutions for our clients' complex challenges.

- Guidepost is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in our company policy and the way we do business and is an important principle of sound business management.
- Guidepost is an equal opportunity employer and will not discriminate against any declared, protected categories under local, state, and federal laws of your place of employment, including but not limited to: race, creed, color, sex (including pregnancy, childbirth or related medical conditions), religion, sexual orientation, national origin, alienage or citizenship status, age, ancestry, marital status, genetic disposition or carrier status or physical disability, veteran/ military status, gender identity/transgender status or any other protected class status in accordance with applicable federal, state and local laws.
- Angela Osborne, the principal-in-charge leading the proposed Guidepost team, is also one of many woman team and department leaders within Guidepost. Our organization is a woman-led business, which differentiates Guidepost in the safety, security, and emergency management sectors.
- We are proud to note that the core team for this project includes a Hispanic team leader, Consuelo Brandon, who is also a woman leader in ASIS International. The project comprises 40% female leaders in Ms. Osborne and Ms. Brandon.
- Guidepost has committed to the expanding diversity, equity, and inclusion throughout our organization. Our People Operations team has developed monthly DEI events to celebrate the diversity within our organization including support for LGBTQ+ staff, veterans and service members, staff from diverse cultural background, and the empowerment of women in traditional male-focused sectors. Our company formed a DEI committee to promote DEI throughout the organization and our clients as well as a book and film club focused on diversity.
- Yearly, Guidepost hosts an internship program for students and individuals who are seeking to broaden their education knowledge and experience. These students may come from various sources such as colleges, universities, diverse associations such as the All-Stars Program that provides underprivileged inner-city youths with corporate development exposure and employment opportunities.
- Guidepost maintains an active Diversity + Inclusion Committee that offers educational presentations from internal and external speakers, open platforms for listening and discussion through our quarterly book club, movie afternoons, community partnerships, and other learning opportunities.
- Guidepost maintains an unwavering commitment to integrity, which has led us to embrace a core value: giving back to the community and supporting charitable causes.
- In our ongoing quest to be the best, we constantly push ourselves in new and exciting directions. One of the most rewarding directions is our commitment to philanthropy. Over the years, we have proudly supported and partnered with a range of community organizations, reflecting our dedication towards making a positive impact in the world and helping to forge a brighter future together. Our team commits to engage in a community service activity focused on DEI. We have completed community service projects throughout the U.S. to support our client communities that spans the spectrum of race, ethnicity, religious, socioeconomic, and other demographic differences.

KING COUNTY METRO RECOMMENDATION

 **King County**
Department of Metro Transit
Security & Emergency Management
901 5th Avenue Building
901 5th Avenue
Mailstop 901-MT-0460
Seattle, WA 98164

DATE: February 10, 2021

TO: Nick Miller, LEED AP BD+C
Regional Vice President
Guidepost Solutions LLP
180 Grand Ave, Ste 400
Oakland, CA 94612

Steve Longoria, CCP, CPE, CPM, CBPATS, CPTED
Chief Executive Officer
Aanko Technologies, Inc
607 Elmira Road, Ste. 191
Vacaville, CA 95687

**SUBJECT: LETTER OF RECOMMENDATION FOR KING COUNTY METRO TRANSIT
SECURITY MASTER PLAN - PHYSICAL, ELECTRONIC & PROCEDURAL PROJECT**

To Whom It May Concern:

It is with great confidence that I provide this professional Letter of Reference for Nick Miller and his Guidepost Solutions LLC staff, and Steve Longoria and his Aanko Technologies Inc staff. Together they formed the Guidepost Team that we selected to conduct a comprehensive Threat and Vulnerability Assessment and development of our Security Master Plan for our entire METRO Transit system throughout King County, from July 2019-March 2020.

Led by Nick Miller as the superb Project Manager from Guidepost, and Steve Longoria, the exceptional Technical Lead from Aanko, the level of engagement, communication, knowledge-sharing with our staff and comprehensive top-to-bottom TVA and Security Master Plan was nothing short of outstanding! Understanding the full scope of our enterprise, from bus operations, to our contractual obligations of providing operators and maintainers for the Sound Transit Link light rail, was no easy task.

This project required extensive document reviews, site surveys, and security culture and climate interviews with all levels of METRO personnel, including leadership, operations, maintenance, contracted sworn transit police, and our contracted non-sworn security force.

Your team also engaged with Sound Transit leadership, conducted detailed interviews with the Federal Department of Homeland Security, and met with various departments within the County, including Risk Management, Safety and Human Resources. Key to this was your Guidepost Team's ability to gain complete understanding of our vast scope of operations. To our genuine appreciation, your team dove right in and immersed yourselves with knowledge of our stakeholders, and our system strengths and operational gaps.

The level of your transit safety, security and emergency management knowledge was exceptional, to say the least. To have your team complete this project AND, to complete another two projects we added to assist us with our Rapid Ride program by completing Safety and Security Management and Certification Plans, while dealing with the onset of the COVID-19 Pandemic toward the end of the project, was nothing short of amazing.

Your assistance and consultation with the FTA, working hand-in hand with our Metro team, helped us gain over 150 million dollars from the FTA due to your comprehensive work on the Rapid Ride G-line, while still completing this TVA and Security Master Plan within budget.

JOHNS HOPKINS UNIVERSITY PUBLIC SAFETY RECOMMENDATION



Public Safety

August 6, 2022

Reference Letter

To Whom It May Concern,

I am writing on behalf of the Public Safety Department for Hopkins University and Medicine regarding Guidepost. Johns Hopkins Public Safety (JHPS) works very closely with Guidepost and we are very pleased with their work product. Guidepost is extremely responsive at any time of the day or night. We have had numerous situations where we needed either emergency security personnel, or immediate security assessments, and they have responded quickly, and efficiently.

I have been in the Criminal Justice field for almost 40 years, as both a police commander and an attorney. I have been very pleased with the caliber of professionals who are employed by Guidepost, as well as the work they produce. We recently hired them to conduct security assessments at 20 medical locations. Their report very comprehensive, and captured all aspects I expected in a security assessment. Additionally, we utilized the services of Guidepost in a recent threat made against certain medical personnel. Guidepost made themselves available on a round-the-clock basis. Their representative answered my phone call at 11:30 p.m., and had personnel in place within the hour. Our personnel whom they were assigned to protect, informed us that they were very pleased with the services they provided.

Guidepost is a very good organization, and I strongly recommend you utilize their services.

Sincerely,



Rodney Hill, Senior Advisor
Johns Hopkins Public Safety

COOK COUNTY RECOMMENDATION

PAST PERFORMANCE QUESTIONNAIRE

WHEN FILLED IN THIS DOCUMENT IS SOURCE SELECTION SENSITIVE INFORMATION IAW FAR 3.104

SECTION 1: CONTRACT IDENTIFICATION

- A. Contractor: Guidepost Solutions
- B. DUNS number of contractor contract was awarded to: N/A
- C. Contract number: 1723-17036: Criminal Courts Buildings Lobby Security Enhancements
- D. Contract type: Professional Services
- E. Was this a competitive contract? Yes X No
- F. Period of performance: Initial Contract: January 2019 to November 12, 2019 Subsequent Work: May 2020 - Present
- G. Initial contract cost: \$ 894,912.38
- H. Current/final contract cost: \$ 894,912.38; plus

I. Reasons for differences between initial contract cost and final contract costs: The original contract was valued at \$894,912.38, and the contract was set as Time & Materials. Our team was able to expedite some elements of the work as three of the buildings for which we provided design products had a near identical layout. In addition, Cook County was expeditious in providing its feedback and used meeting times judiciously. Cook County subsequently asked Guidepost Solutions to provide Reactivation Planning Support during the COVID-19 pandemic. Cook County leveraged the existing contract and signed a follow-up scope of work for \$100,000. Guidepost had been providing support to the Daley Center.

J. Description of service provided: The County originally engaged Guidepost to provide a full-spectrum threat assessment, site-specific hardening recommendations, and designs for 10 county courthouse buildings' (CCBs) entrances as part of the County's Capital Improvement Plan (CIP) through a DHS-funded grant program, Urban Areas Security Initiative (UASI). The project included a threat, vulnerability, and risk assessment concerns of key stakeholders. We prepared a transfer package, which included site and building plans and pertinent interior elevations, calculated Rough Order of Magnitude (ROM) cost estimates for each entrance, and instructions for the architect of record. Guidepost is continuing to support Cook County during its courthouse reactivation amid the COVID-19 pandemic. This support encompasses revising emergency management planning documents, developing screening processes, assessing thermal technologies, and coordinating with the County for the resumption of onsite operations.

SECTION 2: CUSTOMER OR AGENCY IDENTIFICATION

- A. Customer or agency name: Department of Capital Planning and Policy Bureau of Asset Management, Cook County
- B. Customer or agency description (if applicable): The Department of Capital Planning & Policy's goal is to provide safe, secure, and accessible facilities through capital construction projects projects for all County departments and elected officials, in order that they may serve the public and perform their duties in an environment that fosters efficient, convenient and cost-effective delivery of public services.
- C. Geographic description of services under this contract, i.e. local, nationwide, worldwide, other Commands: Our work focused on Cook County Courthouses in Chicago and the Chicago suburbs

SECTION 3: EVALUATOR IDENTIFICATION

- A. Evaluator's name: Eric Davis
- B. Evaluator's title: Deputy Director, Cook County Department of Capital Planning and Policy
- C. Evaluator's phone/fax number: 312-603-0355, eric.davis@cookcountyll.gov
- Number of years evaluator worked on subject contract: 3 months (COVID assignment; 1 year with prior engagement)

SECTION 4: NARRATIVE SUMMARY

Would you have any reservations about soliciting this contractor in the future or having them perform one of your critical and demanding programs?

I have no reservations at all about working with Guideposts again. In fact, their work supporting the County's COVID re-entry program has been contracted as an amendment to an existing facilities security planning contract with them – it was a case of hiring them a second time.

Please provide any additional comments concerning this contractor's performance, as desired.

Guideposts has been an invaluable teammate as the County has worked to address this unprecedented situation. Their expertise with other life-threatening circumstances (full-spectrum threat assessments) meant that their bio-hazard experts were able to provide us with an invaluable sense of confidence as we ventured into uncharted territory. They have been very flexible, responsive, and professional, with high-quality deliverables.



Evaluator's Signature

05/29/2020

Date

Thank you for your prompt response and assistance!

KAPUR IDHR LICENSE

Governor JB Pritzker	ILLINOIS DEPARTMENT OF  Human Rights State of Illinois Eligible Bidder / Public Contractor KAPUR & ASSOCIATES, INC. 7711 N. PORT WASHINGTON ROAD MILWAUKEE, WI, 53217 IDHR Eligibility Number: 125729-00 Type of IDHR Eligibility Number : Corporate Headquarters / Primary Location	Director James L. Bennet
The person, firm or corporation whose name appears on this certificate has registered and is authorized by the Illinois Department of Human Rights to bid on or be awarded public contracts, pursuant to 44 Ill. Admin. Code 750.210 and the Illinois Human Rights Act, 775 ILCS 5/2-105. The official status of this registration can be verified at www.illinois.gov/DHR.		Form Number: PC1 Start Date 03/27/2017 Expiration Date 06/08/2028 Illinois Department of Human Rights 555 W MONROE ST, Ste. 700 CHICAGO, IL, 60661

GUIDEPOST IDHR LICENSE STATUS

Guidepost is a former registered and licensed member of the IDHR (Registration No. **135333-00**) last active in 2017, and is currently in the process of reinstating that registration. We have always been in good standing with the IDHR and expect to be a fully active and compliant registrant as soon as the formal renewal process concludes, well prior to this contract's date of award.

GUIDEPOST CERTIFICATE OF INSURANCE

		SOLUINT-01		MILIEVSKA			
CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 2/23/2023			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER HOTALING PROPERTY & CASUALTY LLC 2678 South Road Suite 102 Poughkeepsie, NY 12601		CONTACT NAME: PHONE (A/C, No, Ext): (845) 464-8363 FAX (A/C, No): (845) 471-7494 E-MAIL: certificatesmel@hgfin.net					
INSURED Solutionpoint International, Inc. Guidepost Solutions, LLC 260 Madison Ave, 3rd Floor New York, NY 10016		INSURER(S) AFFORDING COVERAGE		NAIC #			
		INSURER A : Massachusetts Bay Insurance Company		22306			
		INSURER B : Allmerica Financial Benefit Insurance Company		41840			
		INSURER C : The Hanover Insurance Company		22292			
		INSURER D : Indian Harbor Insurance Company		36940			
		INSURER E : Endurance Assurance Corporation		11551			
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ No Deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER Personal & Advertising	X	X	ZDY J301457-00	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Included Sec E \$ 5,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	AWY J258988-00	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	UHY J301465-00	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	WHY J246745-00	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Commercial Umbrella	X	X	SXS0062875	2/1/2023	2/1/2024	Per Claim/Aggregate \$ 4,000,000
E	Tech E&O/Cyber	X	X	PRO30032021400	2/1/2023	2/1/2024	Per Claim/Aggregate \$ 5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Commercial Umbrella Carrier: Houston Specialty Insurance Company Policy # ESBHSUCX0000157-00 Term: 2/1/2023-2/1/2024 Limit: \$5,000,000 Commercial Umbrella SEE ATTACHED ACORD 101							
CERTIFICATE HOLDER				CANCELLATION			
SPECIMEN CERTIFICATE				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE 			
ACORD 25 (2016/03)				© 1988-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD			

ATTACHMENTS

ATTACHMENT 1.1 – AFFIDAVIT OF NON-COLLUSION

RFP CSAP 2024-16

CITY OF DECATUR RFP (City) 2024-16
PROPOSAL ATTACHMENT 1.1.

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner in the proposal (if the Proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached proposal has been arrived at by the Proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Proposals, designed to limit independent proposals or competition relative to the price to be proposed, and the proposal is made without reference to any other proposal.
3. That the contents of this proposal have not been communicated by the Proposer or its employees or agents to any person nor an employee or agent of the Proposer or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.

Dated this 22nd day of August, 2024

Guidepost Solutions LLC
(Name of Organization)

Angela J. Osborne
(Title of Person Signing)

[Signature]
(Signature)

ACKNOWLEDGEMENT

STATE OF Maryland
COUNTY OF Arche County

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 22 day of August, 2024 by
Angela Osborne, (name of person).

[Signature]
(Notary Public Signature)

My Commission Expires: January 25, 2028



ATTACHMENT 1.2 – CERTIFICATION REGARDING DEBARMENT + SUSPENSION

RFP CSAP 2024-16

City Of Decatur
RFP CSAP 2024-16
PROPOSAL ATTACHMENT 1.2

Certification Regarding Debarment and Suspension

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Proposer is required to verify that none of the Proposer, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Proposer is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters.

By signing and submitting its proposal, the Proposer certifies as follows:

To the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

The certification in this clause is a material representation of fact relied upon by the (City). If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to remedies available to the (City), the Federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

THE PROPOSER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official: Angela J. Osborne

Signature: [Signature]

Date: 8/22/2024

Subscribed and sworn to before me on this 22 day of August, 2024.

Notary Public in and for the State of Maryland

residing in Anne Arundel County

51



ATTACHMENT 1.3 – LOBBYING CERTIFICATE

RFP CSAP 2024-16

City of Decatur
RFP CSAP 2024-16
PROPOSAL ATTACHMENT 1.3

LOBBYING CERTIFICATE

Guidepost Solutions LLC

The undersigned Proposer, _____, certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)]. [Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

2. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, Guidepost Solutions LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Angela J. Osborne

August 28, 2024

Signature of Proposer's Authorized Official
Angela Osborne, Vice President

Date

Name and Title of Proposer's Authorized Official

ATTACHMENT 1.4 – ADDENDUM ACKNOWLEDGEMENT

RFP CSAP 2024-16

CITY OF DECATUR RFP (City) 2024-16 PROPOSAL ATTACHMENT 1.4

ADDENDUM ACKNOWLEDGEMENT

If applicable, the undersigned acknowledges receipt of the following addenda to this RFP. (Include the number and date for each entry.)

Addendum Number _____	Dated _____
Addendum Number _____	Dated _____
Addendum Number _____	Dated _____

Failure to acknowledge the receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Proposal, and may require rejection of the proposal.

Note: A signed acknowledgment of this addendum must be received at the location of the RFP either prior to the proposal due date and hour OR attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal document. The original proposal document must be signed.

Guidepost Solutions LLC	
Name of Firm	<i>Angela J. Osborne</i>
Signature/Title	8/26/24
	Date

Bogotá
Chicago
Dallas
Honolulu
London
Los Angeles
Mexico City
Miami
New York
Palm Beach
Phoenix
San Francisco
Seattle
Singapore
Walnut Creek
Washington, DC



WE ARE YOUR GUIDEPOST.

Guidepost Solutions offers global investigations, compliance, monitoring, and security and technology consulting solutions that keep you moving forward. Whether you are facing a challenge or pursuing an opportunity, our team of experts provides leadership and strategic guidance to address your needs.

ANGELA J. OSBORNE PCI, PSP,
CPP

Vice President, Risk + Emergency Management Solutions

+1 202.580.9858

aosborne@guidepostsolutions.com

 [guidepost-solutions](https://www.linkedin.com/company/guidepost-solutions)

 [GuidepostGlobal](https://twitter.com/GuidepostGlobal)

Evaluators for SS4A Comprehensive Safety Action Plan	GuidePost	Lochmueller Group
Lacie Elzy-Transit Director	95	90
Jessica Taylor-Procurement & Transit Grant Manager	85	88
Don Cisco-Engineering Project Manager	90	81
Chanina Veal-Urban Land Use Planner	97	85
Total Points for Evaluation	367	344

Iteris

80
90
91
80

341

SUBJECT: Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Paul Tree Farms LLC For Tree Installation Contract.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution & Attachment	Resolution Letter
USDA Decatur Tree Canopy Map	Backup Material

TRANSPORTATION SERVICES DEPARTMENT

No. _____

November 18th, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Transportation Services Director

SUBJECT: Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Paul Tree Farms LLC For Tree Installation Contract.

SUMMARY RECOMMENDATION: The City of Decatur was awarded a tree grant by the United States Department of Agriculture (USDA) in the amount of \$750,000. The City's monetary match was waived due to a federal waiver provided that the trees are planted in certain areas. This grant is to fund the planting, watering, and maintenance of 1200 trees to be planted in the City of Decatur over the next 5 years.

The City partnered with the Park District to apply and carry out this grant. The goal is to restore our tree canopy and the parks where we have lost trees due to disease, storms, etc. The trees can be planted on public or private property in the urban core where the tree canopy is less than the peripheral of the City. The goal is to plant an average of 250 trees in their final planting destination within the urban core. Additionally, under this grant we hope to start our own nursery of small trees that can be raised to a 1" DBH or greater, which would be transplanted to final location after this grant is closed in 2029 and beyond.

Paul Tree Farms, LLC has agreed to donate 150 large trees for this project and only charge the cost of transportation and installation. The value of the donated trees is a savings of \$112,850. The total cost of installation to the grant funds will be \$94,000. This first batch of trees will be primarily planted on City and Park District property, while we build out more public partnerships and a private property program for next year. This grant compliments or could replace the City funded tree replacement reimbursement program during the next 5 years.

INPUT FROM OTHER SOURCES: City staff, Park District, and University of Illinois Extension arborist.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: Should the City Council have any questions; they may contact Lacie Elzy at 217-542-3559 or lelzy@decaturil.gov

RESOLUTION NO.

**RESOLUTION AUTHORIZING EXECUTION OF PURCHASE ORDER
BETWEEN CITY OF DECATUR, ILLINOIS AND PAUL TREE FARMS,
LLC FOR TREE INSTALLATION CONTRACT**

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

Section 1. That the Proposal for 150 trees from Paul Tree Farms LLC included as Attachment A, is hereby, accepted and approved.

Section 2. That the cost of 150 trees plus installation from Paul Tree Farms LLC in an amount not to exceed \$94,000.00 will be reimbursed by the United States Department of Agriculture grant.

Section 3. That the Purchasing Supervisor of the City of Decatur be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Paul Tree Farms, LLC. in an amount not to exceed \$94,000.

PRESENTED AND ADOPTED this 18th Day of November 2024

Mayor Julie Moore Wolfe

ATTEST:

Kim Althoff, City Clerk

Attachment A

PAUL TREE FARMS LLC

12430 State Route 125
Pleasant Plains, IL 62677
217-971-7876

INVOICE

BILL TO

Purchasing And Internal
Services Division
Public Works Department
#1 Gary K, Anderson Plaza
Decatur, IL 62523-1196

INVOICE # 8464

DATE 10/30/2024

DUE DATE 11/29/2024

TERMS Net 30

PHONE

Clay Gerhard 217-433-5910

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Armstrong Maple 60" Mueller Street	5	675.00	3,375.00
	Shademaster Honeylocust 60" Mueller Street	5	675.00	3,375.00
	Sun valley maple 60" Mueller Street	5	675.00	3,375.00
	Prairiefire Crabapple 44' Mueller Street	5	375.00	1,875.00
	Sun valley maple 56" Lincoln Street	5	575.00	2,875.00
	Shademaster Honeylocust 60" Lincoln Street	5	675.00	3,375.00
	Autumn Blaze Red Maple 60" Rootball Garmen Street	5	675.00	3,375.00
	October Glory Red Maple 60" Garmen Street	5	675.00	3,375.00
	Shademaster Honeylocust 60" Garmen Street	5	675.00	3,375.00
	Royal Raindrop Crabapple 44" Garment Street	5	625.00	3,125.00
	Autumn Blaze Red Maple 60" Rootball Garfield Street	5	675.00	3,375.00
	Shademaster Honeylocust 60" Garfield Street	5	675.00	3,375.00
	Pyramidal Hornbeam 60" Hess Street	5	675.00	3,375.00

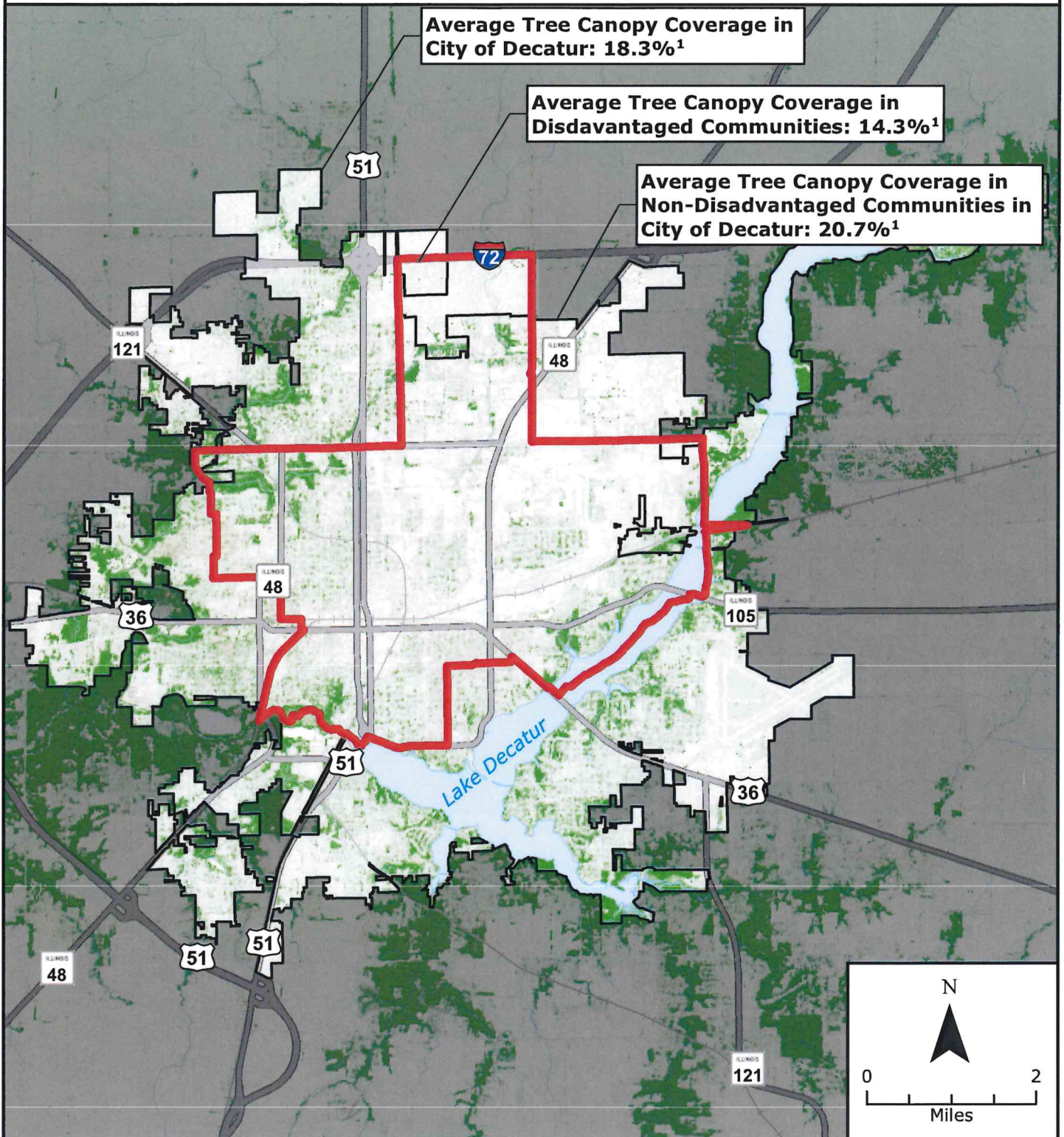
DATE	ACTIVITY	QTY	RATE	AMOUNT
	Hackberry 56" Hess Street	5	575.00	2,875.00
	Shademaster Honeylocust 60" Hess Street	5	675.00	3,375.00
	Sun valley maple 56" Fansfield Street	5	575.00	2,875.00
	Shademaster Honeylocust 60" Fansfield Street	5	675.00	3,375.00
	Autumn Blaze Red Maple 60" Rootball Torrence Street	5	675.00	3,375.00
	October Glory Red Maple 60" Torrence Street	5	675.00	3,375.00
	Shademaster Honeylocust 60" Torrence Street	5	675.00	3,375.00
	Sun valley maple 56" Lions Street	5	575.00	2,875.00
	Shademaster Honeylocust 60" Lions Street	5	675.00	3,375.00
	Kindred Spirit Columnar Oak 56" Coates Street	5	575.00	2,875.00
	Armstrong Maple 60" Coates Street	5	675.00	3,375.00
	Autumn Blaze Red Maple 60" Rootball Monroe Street	5	675.00	3,375.00
	Hackberry 56" Monroe Street	5	575.00	2,875.00
	Sun valley maple 56" Galloway Street	5	575.00	2,875.00
	Shademaster Honeylocust 60" Galloway Street	5	675.00	3,375.00
	Sun valley maple 56" Grant Street	5	575.00	2,875.00
	Royal Raindrop Crabapple 44" Grant Street	5	375.00	1,875.00

Please remember to water your trees every 5 days in June, July and August. This needs to be done for several years after the trees are planted. Then, visit the farm to get root injections in April. Stop by in October to pick up more fertilizer. Thank you so much for your business. Have a wonderful and safe summer season.

Also, please keep Paul's Paradise in mind for all your future gatherings!
Now booking weddings, receptions, birthday parties, anniversary parties, family & class reunions, celebration of life events and more.

SUBTOTAL	94,000.00
TAX	0.00
TOTAL	94,000.00
BALANCE DUE	\$94,000.00

AVERAGE TREE CANOPY COVER¹ IN DISADVANTAGED COMMUNITIES² IN DECATUR, ILLINOIS



DATE: 11/18/2024

MEMO:

TO: Mayor Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing a Third Amendment to Intergovernmental Cooperation Agreement with Decatur Metropolitan Exposition, Auditorium and Office Building Authority Regarding Solar Canopy Projects

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
3rd Amendment Agreement	Backup Material
Green Bridge Info	Backup Material

OFFICE OF THE CITY MANAGER

DATE: November 18, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolutions Authorizing a Third Amendment to the IGA with the Decatur Civic Center and Authorizing the Sale of the Civic Center Solar Project to Green Bridge.

RECOMMENDATION: It is recommended by staff that these two items be approved as presented.

BACKGROUND: In 2022, the city and the Civic Center allowed for a behind the meter solar project to be built on the Civic Center parking lot for our shared use. The Contractor selected for this project was Hawk-Attollo. The 2nd amendment with the Civic Center specifically authorized this contractor to build and own the solar project. Additionally, the City Power Purchase Agreement (PPA) is between Hawk-Attollo and the City. Any transfer of ownership of the solar project requires approval of both governing bodies.

Hawk-Attollo has almost completed the Civic Center solar parking canopy project which includes more than 2500 solar panels on six separate canopies. The cost to build and develop the project cost more than \$3.5 million for the contractor and they desire the ability to sell the project and assign the PPA to another company. This will allow the contractor to free up this capital to be able to undertake the next two projects (Library and William Street Pump Station) that the city staff is recommending awarding to Hawk-Attollo.

Our energy consultant CQI and city staff have conducted our due diligence on the proposed buyer of the system, and we believe Green Bridge to be a strong financial partner capable of this type of project ownership and PPA administration. Staff recommends and believes as transfer of ownership to Green Bridge is in the best interest of the city and the Civic Center. All other terms and conditions of the PPA will remain unchanged with the transfer of ownership. Additional information about Green Bridge Corporation is attached.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: CQI & Associates & Decatur Civic Center staff.

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth, who will also be at the City Council meeting.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A THIRD AMENDMENT
TO INTERGOVERNMENTAL COOPERATION AGREEMENT WITH DECATUR
METROPOLITAN EXPOSITION, AUDITORIUM AND OFFICE BUILDING
AUTHORITY REGARDING SOLAR CANOPY PROJECTS**

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

WHEREAS, the City of Decatur, an Illinois home rule municipal corporation (“City”) entered into an Intergovernmental Cooperation Agreement (“Agreement”) with the Decatur Metropolitan Exposition, Auditorium and Office Building Authority (“Civic Center”) dated November 24, 1980 for the purpose of setting forth the use and occupancy by the City of a portion of the Civic Center facilities including the use and occupancy of the parking lot area of the Civic Center; and,

WHEREAS, the Agreement was amended in or around January 2012 regarding the parking lot area of the Civic Center; and,

WHEREAS, the Agreement was amended in October 2022 authorizing the use of the parking lot area of the Civic Center to be used for a solar canopy project (“Project”); and,

WHEREAS, the City has entered into a Power Purchase Agreement (“PPA”) with Hawk-Attollo (“Seller”) for the construction of the Project in an effort to reduce energy costs for the City and the Civic Center; and,

WHEREAS, the Seller has requested to sell the Project to another party and the City has requested additional solar projects be built on the parking lot area;

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

Section 1. That the Third Amendment to the Civic Center IGA as attached, and the same is hereby, received, placed on file, and approved.

Section 2. That the Mayor and City Clerk are authorized to execute the attached Third Amendment as attached here.

PRESENTED and ADOPTED this _____ day of _____, 2024.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

**THIRD AMENDMENT TO
INTERGOVERNMENTAL COOPERATION AGREEMENT WITH DECATUR
METROPOLITAN EXPOSITION, AUDITORIUM AND OFFICE BUILDING
AUTHORITY REGARDING SOLAR CANOPY**

This Third Amendment to the Intergovernmental Cooperation Agreement, dated as of November [REDACTED], 2024 (this “Third Amendment”), is made and entered into by and between the City of Decatur, Illinois, an Illinois municipal corporation (“City”) and the Decatur Metropolitan Exposition, Auditorium and Office Building Authority, an Illinois unit of local government commonly referred to as the Decatur Civic Center Authority (“Authority”), wherein the parties listed above stipulate as follows:

WHEREAS, the City and Authority entered into an Intergovernmental Cooperation Agreement, dated as of November 24, 1980 (“IGA”) for the purpose of describing the use and occupancy by the City of that portion of the Authority’s facilities as described in said IGA designated as an office building to be used by the City as a municipal office building, including the use and occupancy of the parking lot areas;

WHEREAS, the City and Authority entered into a First Amendment to the Agreement on February 19, 2013 (“First Amendment”) for the primary purpose of providing parking pursuant to a redevelopment agreement between the City and a nearby business;

WHEREAS, the City and Authority entered into a Second Amendment to the Agreement on November 17, 2022 (“Second Amendment”) for the primary purpose of providing for the construction, occupancy, placement, modifications, alterations and additions to the Authority’s parking areas for the solar project;

WHEREAS, pursuant to the IGA, First Amendment and Second Amendment, the City leases a significant portion of the parking areas of Authority;

WHEREAS, the City and Authority use a significant amount of energy for their respective operations on Authority property;

WHEREAS, the City has entered into that certain Power Purchase Agreement, dated as of November 14, 2022 (“PPA”), with Hawk-Attollo LLC (“Hawk”) for the construction of a solar canopy project (“Project”) on Authority’s parking areas in an effort to reduce energy costs for the City and Authority;

WHEREAS, the Project will require construction, occupancy, placement, modifications, alterations and additions to the Authority’s parking areas;

WHEREAS, the City has entered or shall enter into that certain Consent to Assignment Agreement (“Consent”), with Hawk and Green Bridge Energy 207 LLC, a Delaware limited liability company (“Seller”), to allow Hawk to assign to Seller all of its right, title, and interest in, to and under the PPA pursuant to an assignment agreement to be entered into by and between Hawk and Seller in order to facilitate the construction, development and financing of the Project; and

WHEREAS, the City and Authority are desirous of entering into this Third Amendment to provide for the construction, occupancy, placement, modifications, alterations and additions to the Authority's parking areas and to facilitate the construction, development and financing of (i) the Project and (ii) a separate solar system project contemplated for the benefit of Senator Severns Transit Center located at 353 E. Williams Street ("Additional Project").

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties and covenants set forth in this Third Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. The parties hereby find that all of the recitals contained in the preambles to this to this Second Amendment are full, true and correct and do incorporate them into this Third Amendment by reference.

Section 2. Authority will execute any and all documents necessary to allow City to enter into (i) the Consent, acknowledges the terms of the Consent, and agrees to support compliance with the terms of the PPA, the Consent or the corresponding assignment agreement for projects on Authority's property and (ii) any and all documents required for the construction, development, and financing of the Additional Project

Section 3. City and Authority agree that this Third Amendment shall be in full force and effect during the term of (i) the PPA, regardless of whether the PPA is between the City and Hawk-Attollo LLC, Seller or any other entity, and any subsequent PPA or other applicable power purchase agreement at or during any time the City owns and operates the Project and (ii) any and all agreements relative the ownership and operation of the Additional Project.

Section 4. That any and all other terms and conditions of the IGA, First Amendment and Second Amendment not in conflict with the provisions of the Third Amendment shall remain in full force and effect.

Section 5. That any and all other terms and conditions of the IGA, First Amendment and Second Amendment in conflict with the provisions of the Third Amendment are hereby modified and revoked.

Section 6. This Third Amendment may be executed in counterparts, and any party hereto may sign any counterpart. This Third Amendment shall be effective when each party hereto shall have signed a counterpart, and a set of counterparts bearing the signature of each party shall constitute the Third Amendment as fully as if all of the parties shall have signed a single document. The parties agree that facsimile copies of signatures on this Third Amendment shall have the same effect as original signatures.

Section 7. If any provision or subpart of this Third Amendment is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the date first written above.

City of Decatur, a unit of local government,

By: _____
Mayor

Attest: _____
City Clerk

Decatur Metropolitan Exposition, Auditorium
and Office Building Authority, a unit of local
government,

By: _____
Chairman of the Board

Attest: _____
Board Secretary



GREEN BRIDGE

September 26, 2024

Statement of Financing Capacity

On behalf of Green Bridge Corporation, we appreciate the opportunity to present this Statement of Financing Capacity to fund, install, own, operate, and maintain solar photovoltaic, battery energy storage, and EV charging infrastructure projects.

Green Bridge Corporation is a platform that deploys capital into distributed generation projects within the municipal, school system, commercial and industrial sectors across the United States. We employ best practices in project development, construction, financing and a comfort level with a variety of technologies, engineering solutions, financing structures, state markets and incentives, utility programs, tariff structures, and asset management.

The source of our funds is a subsidiary of Lotus Infrastructure Partners, a private equity investment firm based in Greenwich, CT that specializes in energy infrastructure investments, and energyRe, a utility-scale solar, offshore wind, storage, and transmission platform, wholly owned by the real estate firm, The Related Companies, L.P.

Green Bridge finances transactions under this partnership using equity capital, via Lotus Infrastructure Partner's current flagship energy fund, Starwood Energy Infrastructure Fund III U.S. AIV L.P., which closed in June 2018 and manages over \$1.2 billion in capital, and from equity capital commitments from other affiliates or sponsor parties including energyRe LLC.

energyRe is the partner leading the development of the Clean Path NY project. The project will generate 3,800 megawatts of new wind and solar energy, a new 174 mile transmission line and will create 8,300 jobs. energyRe is actively developing a portfolio of 1GW+ of renewable assets across the country.

We look forward to working with your team.

Sincerely,



Byrne Huddleston

CEO

WHAT WE DO

Founded in 2020 by former General Electric Capital executives, Green Bridge is a leading technology, investment and development firm that helps real estate portfolio owners/operators maximize the value of deploying clean energy infrastructure across their sites.

Green Bridge partners with portfolio owners to independently analyze and provide visibility into the true economic potential across portfolios leveraging our proprietary technology platform. We then execute with turnkey project development and management. Focus technologies include solar, battery storage, and EV charging.

CORPORATE VALUES

To Our Clients

Provide long-term partnership for the optimal deployment and monetization of clean energy infrastructure.

To Our Project Investors

Deliver efficient access to renewable project tax benefits and economic returns to implement profitable ESG strategies within their portfolios.

Sustainability

Be committed to the proliferation of clean energy technologies to reduce global carbon emissions



EXPERIENCE

Combined 38 years experience at General Electric in leadership within Corporate and Structured Finance, GE Renewables, and GE Power, focused primarily on finance and business model creation in the middle market. Team has funded over \$1B of structured and project finance transactions with ~\$250M of projects in active development.



Private & Confidential



LEADERSHIP TEAM

Byrne Huddleston

Co-Founder, Chief Executive Officer

Byrne leads growth and execution for Green Bridge. Prior to this role, he spent 16 years with GE Capital focused on structured asset financing and leasing to commercial and industrial companies in the US.

Justin Sullivan

Co-Founder, Chief Investment Officer

For 16 years, Justin led a variety of commercial teams across GE's Energy and Capital units, including Commercial Leader of GE Renewable – Distributed Energy business unit. Prior to that, Justin was a founding member of the Distributed Energy Solutions incubator at GE Power

Adam Brown

Project Finance Manager & Treasurer

Adam leads C&I and Mid-Market development and finance for Green Bridge. He spent 13 years in commercial real estate consulting and as principal in a boutique development firm before transitioning into solar development in early 2017 with Pine Gate Renewables.

Adam McBride, CFA

Chief Financial Officer

Adam focuses on formation and management of investment vehicles and partnerships. He spent 15+ years in the alternative investment industry and has expertise in due diligence, fund operations and portfolio management.

Dr. Nate Putnam

Chief Technology Officer

Dr. Putnam applies a decade of experience developing software, analyzing energy systems, and designing resource-efficient military base camps to lead and execute our technology strategy. He served as a researcher and technical program manager for the US Army Corps of Engineers.

Clay Siegert

Operations Leader

Clay leads project operations, partner supply chain and client delivery functions for Green Bridge. Prior to this role, Clay was co-founder of EV truck company XL Fleet, head of customer operations at Formlabs and EV charging operations lead for 7-Eleven.

PRIOR EXPERIENCE



GE Capital



GE Renewable Energy



US Army Corps
of Engineers®



Private & Confidential

TURNKEY PLATFORM

GREEN BRIDGE DELIVERS

- ✓ Clean energy infrastructure to commercial site hosts at \$0 upfront cost
- ✓ New revenue opportunities, energy cost savings, and controls to real estate owners
- ✓ EV charging capacity to serve the rapidly accelerating adoption of electric vehicles
- ✓ Enhanced real estate value with long-term contracted and low-cost assets

SITE TYPES

Industrial buildings
Hotels/Dealerships
Campus/Office parks
School/University
Multi-family buildings
Airports/Parking garage
Hospital

Campus (MA)



Corporate (NJ)



Solar & EVSE (PA)





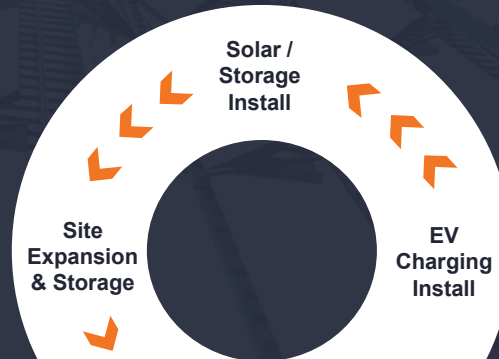
LONG TERM PARTNER



Engineering, Procurement, Construction



Site Analysis & Infrastructure Planning



Ongoing Infrastructure Management

**Contract
Signed**

Site Energy & Economic
Assessment



\$0 CAPEX
Financing Option



Solar
Energy
Fixed Cost

Managed EV
Charging &
Revenue Share

Distributed
Energy Revenue
Upside

**20+ Year
Relationship**



In a highly fragmented industry, Green Bridge partners with real estate owners to deliver long-term value

Private & Confidential

City Clerk

DATE: 11/18/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing Consent to Assignment Agreement for the Solar Project at the Decatur Civic Center

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Consent to Assignment Agreement	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A CONSENT TO ASSIGNMENT AGREEMENT FOR
THE SOLAR PROJECT AT THE DECATUR CIVIC CENTER**

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

WHEREAS, the City of Decatur has offices in the Civic Center which use a significant amount of electricity; and,

WHEREAS, the City of Decatur and the Decatur Civic Center have supported and authorized a solar parking canopy project to offset the electric supply needs for this facility; and,

WHEREAS, the private developer of the project desires to sell this project to another private company so they can readily develop additional projects for the City.

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

Section 1. That the Consent for Assignment Agreement as attached, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager, or designee, is authorized to execute the attached Consent to Assignment Agreement allowing the transfer of ownership of the project.

PRESENTED and ADOPTED this _____ day of _____, 2024.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

CONSENT TO ASSIGNMENT AGREEMENT

This Consent to Assignment Agreement (this “**Consent**”), dated as of [REDACTED], is made by and among City of Decatur, Illinois, an Illinois municipal corporation, (“**Contracting Party**”), Hawk-Attollo LLC, an Illinois limited liability company (“**Assignor**”), and Green Bridge Energy 207 LLC, a Delaware limited liability company (“**Assignee**”).

Recitals

WHEREAS, the Contracting Party and the Assignor entered into that certain Power Purchase Agreement, dated as of November 14, 2022 (the “Assigned Agreement”);

WHEREAS, the Assignor desires to assign to Assignee all of its right, title, and interest in, to and under the Assigned Agreement pursuant to an assignment agreement to be entered into by and between the Assignor and Assignee (the “Assignment”);

WHEREAS, the Assignor and Assignee desire to obtain Contracting Party’s consent to the Assignment and Contracting Party is willing to consent to the Assignment on the terms and conditions described herein;

WHEREAS, Assignor and Assignee desire to enter into an engineering, procurement and construction terms and conditions agreement whereby Assignor shall assist with the design, engineering, procurement or construction of the solar panel system contemplated in the Assigned Agreement (the “System”) through final completion or substantially similar construction milestone of such System; and

WHEREAS, pursuant to Section 19(a) of the Assigned Agreement, Assignor may assign the Assigned Agreement with the prior written consent of Contracting Party within thirty (30) calendar days of such Assignment.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Contracting Party hereby agrees as follows:

AGREEMENT:

1. Consent to Assignment. Subject to the terms and conditions of this Consent, the Contracting Party hereby consents to the Assignment. Upon the Assignment, Assignee agrees that it shall expressly assume and agree to be bound by and to perform and comply with, for the benefit of Contracting Party, each and every obligation of the Assignor under the Assigned Agreement and the obligations of Assignee under the Assignment.
2. Continuing Obligations. The Contracting Party acknowledges and agrees that (a) the Assignor and Assignee intend to enter into a broader business transaction in reliance upon the execution and delivery by the Contracting Party of this Consent and (b) Contracting Party shall perform and comply with all material terms and provisions of the Assigned Agreement to be performed or complied with by it for the benefit of the Assignee and shall maintain the Assigned Agreement in full force and effect in accordance with the terms thereof.
3. Notices. Unless otherwise notified by Assignee, any notice to be provided pursuant to the Contract shall be delivered to Assignee at the following address:

Green Bridge Corporation
514 Daniels Street, #179
Raleigh NC 27605
Attn: Byrne Huddleston
byrne.huddleston@greenbridge.energy

4. Binding Effect. All provisions, covenants, and agreements herein shall be binding upon and inure to the benefit of, and be enforceable by or against, the parties hereto and their respective successors and assigns.
5. Third-Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no other person has any right, benefit, priority, or interest under or because of the existence of this Agreement.
6. No Waiver. Except as explicitly set forth herein, nothing contained herein shall be deemed or construed to modify, waive, impair or affect any of the covenants, agreements, terms, provisions or conditions contained in the Assigned Agreement.
7. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
8. Electronic Signatures. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
9. Counterparts. This Consent may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument.
10. Capitalized Terms. All initial capitalized terms not otherwise defined in this Consent shall have the meanings set forth in the Assigned Agreement.
11. Further Assurances. The Contracting Party hereby agrees to execute and deliver all such instruments and take all such action as may be necessary to effectuate fully the purposes of this Consent.
12. Entire Agreement. This Consent and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Consent and any such agreement, document or instrument, the terms, conditions and provisions of this Consent shall prevail.

[Signature page follows]

IN WITNESS WHEREOF, the Contracting Party has caused this Consent to be duly executed and delivered by its authorized representatives thereunto duly authorized as of the date first above written.

Contracting Party:

CITY OF DECATUR

Name:

Title:

Assignor:

HAWK-ATTOLLO LLC

Name:

Title:

Assignee:

GREEN BRIDGE ENERGY 207 LLC

Name: Byrne Huddleston

Title: CEO

Public Works

DATE: 11/7/2024

MEMO: 2024-179

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory –3120 Kathy Court

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 3120 Kathy Court be approved.

BACKGROUND:

The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3120 Kathy Court	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3120 KATHY COURT**

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 Gary D. Tipsword and Debra J. Tipsword, requesting that there be annexed to the City territory described as:

LOT 2 OF LAKELAND HIGHLANDS 7TH ADDITION, AS PER PLAT RECORDED IN BOOK 1832, PAGE 461 OF RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-009

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of November 2024.

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.) _____

Gary D. Tipsword

Debra J. Tipsword

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3120 Kathy Court, and legally described as follows:

LOT 2 OF LAKELAND HIGHLANDS 7TH ADDITION, AS PER PLAT RECORDED IN BOOK 1832, PAGE 461 OF RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-251-009

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Gary D. Tipsword

Gary D. Tipsword

3120 Kathy Ct., Decatur, 62521-5900

Debra J. Tipsword

Debra J. Tipsword

3120 Kathy Ct., Decatur, 62521-5900

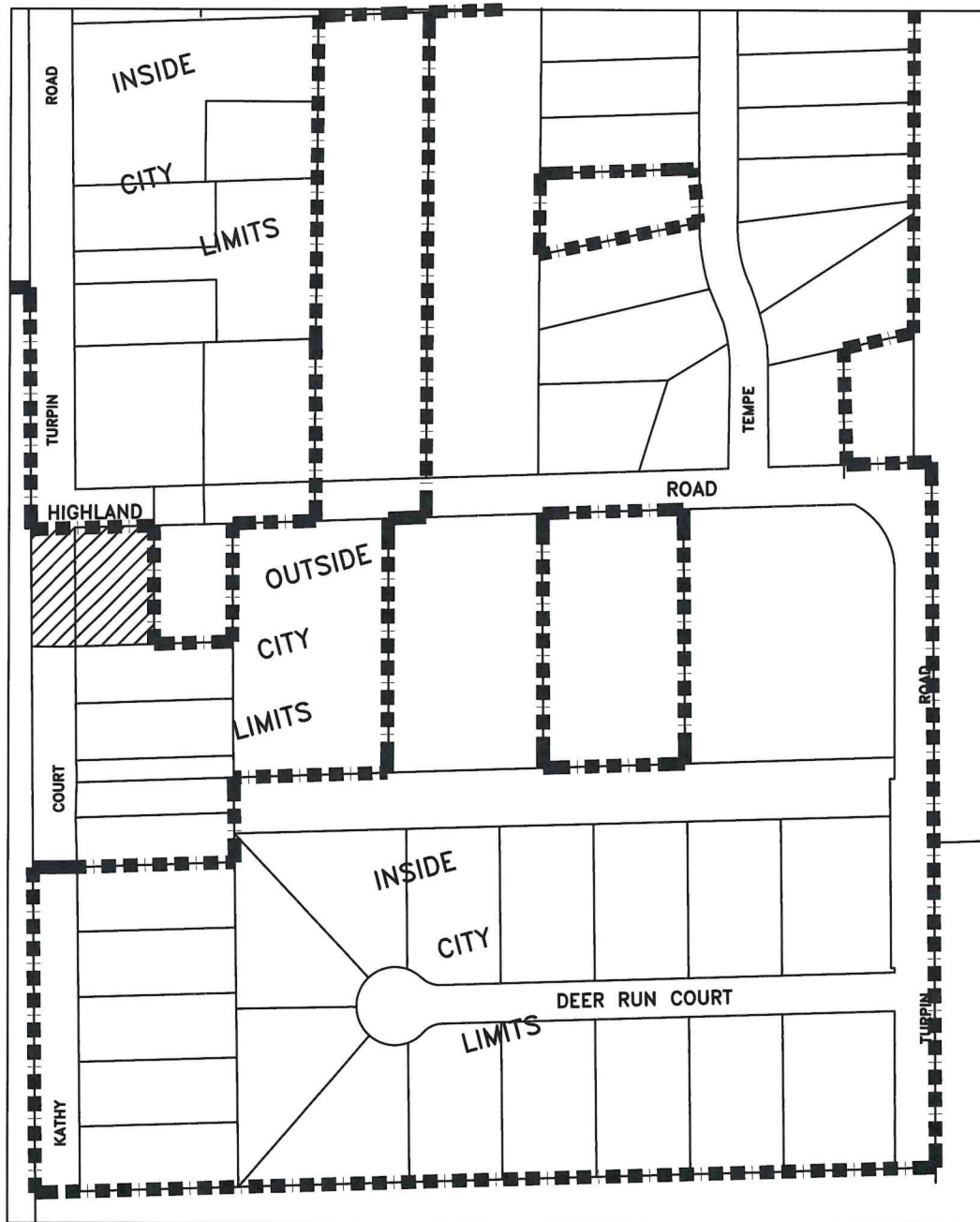
Signed and sworn to before me this 31 day of October, 2024



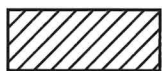
Kristin Nichole Sprague

Notary Public

(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3120 KATHY COURT



indicates territory annexed



indicates existing corporate limits

0.48± acres

AREA 0.00075± sq. miles

173± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



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.

Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2024

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____ Page 264 of 411

Public Works

DATE: 11/7/2024

MEMO: 2024-180

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory –3105 Turpin Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 3105 Turpin 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. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3105 Turpin Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3105 TURPIN 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 James L. Ford and Cindy K. Ford, requesting that there be annexed to the City territory described as:

LOT ONE (1) AND LOT TWO (2) OF LAKELAND HEIGHTS 6TH ADDITION, AS PER PLAT RECORDED IN BOOK 1832, PAGE 234 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-178-014 & 17-12-36-178-013

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of November 2024.

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.) _____

James L Ford Cindy K Ford

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3105 Turpin Road, and legally described as follows:

LOT ONE (1) AND LOT TWO (2) OF LAKELAND HEIGHTS 6TH ADDITION, AS PER PLAT RECORDED IN BOOK 1832, PAGE 234 ~~OF~~ THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-178-014 & 17-12-36-178-013

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

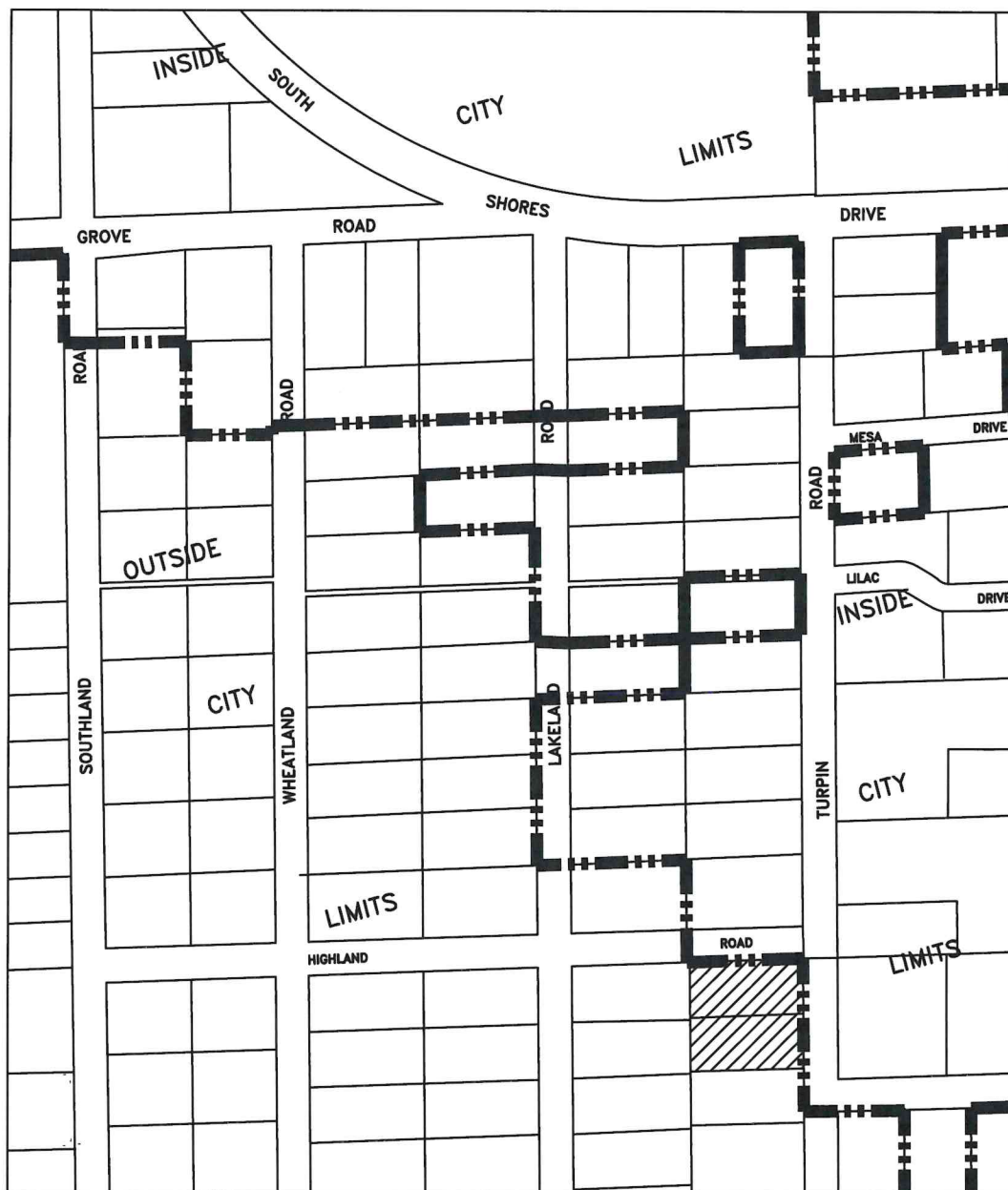
Cindy K Ford Cindy K Ford 3105 Turpin Rd Dec IL
James L Ford James L Ford 3105 Turpin Rd Dec IL

Signed and sworn to before me this 31 day of October, 2024

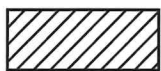


[Signature]
Notary Public

(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3105 TURPIN ROAD



indicates territory annexed



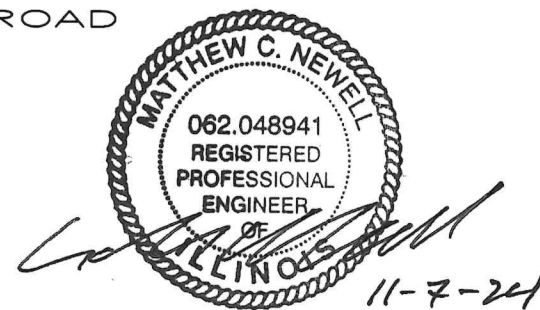
indicates existing corporate limits

0.94± acres

AREA 0.00147± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



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

Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2024

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____ Page 269 of 411

Public Works

DATE: 11/7/2024

MEMO: 2024-175

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager

Matt Newell, P.E., Public Works Director

Paul Caswell, P.E., City Engineer

SUBJECT: Resolution Authorizing an Agreement with Tele-Scan, Inc. for the Annual Sewer Inspection Program, City Project 2025-19

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve a Resolution authorizing a Professional Services Agreement between the City of Decatur and Tele Scan, Inc. to provide inspection and maintenance services to assist the City in its operation and maintenance of the sanitary sewer and storm drainage systems. The agreement is for a period of 3 years at a cost not to exceed \$1,350,000. It is anticipated that the yearly expense will be approximately \$450,000.

BACKGROUND:

Pipeline Inspection Services

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

1. Sewer Line Inspections: This work is performed through the insertion of a motorized camera that is driven through the sewers to determine the condition of the pipe. This information assists staff in preparing improvement projects or identifying maintenance needs.
2. Sewer Cleaning: Sewer cleaning is the most critical component in providing and preserving full capacity within the sewer system. The cleaning process removes all debris, grease and roots from the sewer by use of high water pressure and cutting heads. All accumulated debris will be vacuumed out of the sewer system. Combining cleaning with televised inspection has proven to be very effective in assuring clean sewer lines and an optimal inspection.
3. Manhole Inspections: Manholes are often a weak link in the sewer system in that they are direct access points from the surface to the sewer system. Many manholes are located on streets and are subject to traffic loads and heavy storm water inflow. These forces often have a significant effect on the structural integrity of a manhole and the sewer system in general.

major step in improving the overall reliability of the City's sewer system, and decrease storm water inflow, is to gain information on the manhole condition and make the necessary improvements.

4. Smoke Testing: This work involves blowing smoke through a sewer line to determine if there are holes in the line that allow storm water to flow into the line causing sewer overflows. Smoke testing can also be used to identify illegal sewer connections and damaged pipes.
5. Manhole Rehabilitation: A unit price is provided to repair damaged manholes without going to the expense to replace them. If manhole deterioration is caught early enough, a significant amount of time and money is saved by lining the manhole to restore its structural integrity.
6. Point Repairs: Point repairs involve placing a small liner to repair a specific spot of damaged pipe without having to resort to digging the pipe up and replacing it. As with manhole rehabilitation, if pipe damage is caught early enough, there are significant cost savings in spot lining an isolated damaged section of pipe as opposed to digging it up or fully lining the pipe.
7. Special Studies: This work involves investigating the sewer system to find unknown connections, unknown manholes, or pipelines. Special studies have been completed to identify sources of abnormally heavy flow in sewers, locations where storm water is infiltrating into the pipe causing overflows, or where there are incidents of heavy grease clogging the line causing sewer backups.
8. Rapid Response Inspections: Rapid-Response inspections are generally used to investigate critical sewer problems such as sinkholes, blocked sewer services or mains, maintenance problems, and some residential complaints. The ability to quickly get a camera into a line that is experiencing a failure of some type provides maintenance staff with a large amount of information to be used in determining the proper course of action.

Televised inspection efforts are focused based on our Capacity, Management, Operation and Maintenance (CMOM) Program. The CMOM program requires that 10% of the sanitary sewer system is televised annually and 20% of the sanitary sewer system is cleaned or verified cleaned annually. The inspections provide condition assessments and scoring, and one major use is to create the annual lining project. An effort is also directed towards preventing overflows, basement backups and stormwater inflow and infiltration (I&I) reduction in the sanitary sewer system.

Request for Proposals

On October 9, 2024, the Public Works Department issued a request for proposals to provide sewer inspection services for the City beginning in 2025 and ending in 2027. Nine firms received proposals and three firms submitted written proposals. The three proposing firms were:

Tele Scan, Inc. of Decatur, Illinois
National Power Rodding Corporation of Chicago, Illinois
Dukes Root Control, Inc. of Elgin, Illinois

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

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

FUND	FY 2022	FY 2023	FY 2024
SANITARY	\$400,000	\$400,000	\$400,000
STORM	\$50,000	\$50,000	\$50,000
YEARLY TOTALS	\$450,000	\$450,000	\$450,000

Professional Service Contract

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

Minority Participation Goals

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

The items related to the construction and rehabilitation of public infrastructure requires Tele Scan to make a good faith effort to comply with the following minimum goals:

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Tele Scan will self-perform all work but will adhere to the 18% of the total hours worked.

LEGAL REVIEW: The Professional Services Agreement was reviewed by Legal on November 1, 2024.

SCHEDULE: The Annual Sewer Inspection Services Contract will be for a 3-year period beginning January 1, 2025 and ending December 31, 2027.

PRIOR COUNCIL ACTION:

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

December 6, 2021 – The City Council approved Resolution R2021-220 authorizing a Professional Services Agreement with Tele Scan, Inc. to provide pipeline inspection services to the City. The agreement was for a period of 3 years beginning January 1, 2022 and ending on December 31, 2024 for a total cost not to exceed \$1,350,000.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Matt Newell, Public Works Director, and Paul Caswell, City Engineer. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item. Staffing Impact: Staff time has been allocated to manage this project.

BUDGET/TIME IMPLICATIONS:

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

FUND	FY 2022	FY 2023	FY 2024
SANITARY	\$400,000	\$400,000	\$400,000
STORM	\$50,000	\$50,000	\$50,000
YEARLY TOTALS	\$450,000	\$450,000	\$450,000

The budgeted allocation in the City's Capital Improvement Plan is \$450,000 per year through 2024 for a total allocation of \$1,350,000.

ATTACHMENTS:

Description	Type
Resolution with Exhibit	Resolution Letter
Appendix A	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH TELE SCAN, INC. FOR
THE ANNUAL SEWER INSPECTION PROGRAM, CITY PROJECT 2025-19**

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

Section 1. That the Professional Services Agreement authorizing pipeline inspection services for 3 years beginning January 1, 2025 and ending December 31, 2027, attached hereto as Exhibit 1 and made a part hereof, for the Annual Sewer Inspection Program, City Project 2025-19, presented to the City Council herewith between the City of Decatur and Tele Scan, Inc., be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Tele Scan, Inc., beginning January 1, 2025 and ending December 31, 2027, for a total amount not to exceed \$1,350,000.

PRESENTED and ADOPTED this 18th day of November, 2024.

Julie Moore Wolfe, Mayor

Attest:

Kim L. Althoff, City Clerk

CITY OF DECATUR
PROFESSIONAL SERVICES AGREEMENT

ANNUAL SEWER INSPECTION PROGRAM, 2025-2027
CITY PROJECT 2025-19

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

Tele Scan, Inc,

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

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

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

SECTION II. BASIC SERVICES

The Professional Service Provider shall:

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

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

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

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

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

SECTION IV. GENERAL CONSIDERATIONS

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

6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Professional Service Provider shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Professional Service Provider shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Professional Service Provider shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
- a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Professional Service Provider shall provide the following:
- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of, no less than one million dollars (\$1,000,000) per occurrence/annual aggregate amount of two million dollars (\$2,000,000). General Liability Insurance shall include:
 - Personal Injury Liability coverage.
 - Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos
 - c. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Professional Service Provider shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Professional Service Provider.

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Professional Service Provider is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.
3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Professional Service Provider shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional Service Provider in performing this Agreement, whether completed or in process.
4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.

F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Professional Service Provider agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.

G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Professional Service Provider an employee or partner of the City. The Professional Service Provider shall at all times hereunder be construed to be an independent contractor.

H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Professional Service Provider shall abide by the terms of all Federal requirements in the performance of duties hereunder.

I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.

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

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Professional Service Provider under the terms of the Agreement. The Professional Service Provider shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Professional Service Provider's own judgment, may be necessary for the Professional Service Provider's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

- K. **COPYRIGHT ASSIGNMENT.** The Professional Service Provider assigns to the City any and all of Professional Service Provider's rights under copyright laws for work prepared by the Professional Service Provider, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Professional Service Provider agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.

- L. **NO BID RIGGING, BID ROTATION.** The Professional Service Provider certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Professional Service Provider is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Professional Service Provider so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.

- M. **NO DELINQUENT TAXES.** The Professional Service Provider agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.

- N. **DRUG FREE WORKPLACE.** The Professional Service Provider agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Professional Service Provider has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Professional Service Provider shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.

- O. **SEVERABILITY.** If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.

- P. The Parties recognize and agree that time is of the essence of this Agreement.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Professional Service Provider for all services rendered under Section II based on unit costs as set forth in Exhibit H hereto.
- B. SUBCONSULTANT. The City shall pay the Professional Service Provider for services and reimbursable expenses of Subconsultants engaged by the Professional Service Provider with the approval of the City's Representative, the amount billed by the Subconsultant to the Professional Service Provider times an approved multiplier of 5%.
- C. PAYMENT FOR WORK COMPLETED
1. Monthly Progress Payments. Monthly progress payments may be requested by the Professional Service Provider for work satisfactorily completed and shall be made by the City to the Professional Service Provider as soon as practicable upon submission of statements requesting payment by the Professional Service Provider to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Professional Service Provider prefers, the Invoice Data sheet may serve as the Professional Service Provider's invoice.
 2. Monthly Progress Reports. The Professional Service Provider shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Professional Service Provider shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Professional Service Provider may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
 3. Maximum Payment Requests. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Professional Service Provider under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Professional Service Provider and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Time and Manner of Payments. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Release of Claims. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Professional Service Provider shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. Local Government Prompt Payment Act. The Professional Service Provider and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- D. PAYMENT UPON TERMINATION. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Professional Service Provider for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Professional Service Provider also will be reimbursed for the charges of independent professional associates and consultants employed by Professional Service Provider to render Basic Services, and paid for services

rendered during that phase on the basis of Professional Service Provider's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Professional Service Provider's principals and employees engaged directly on the Project. In the event of any such termination, Professional Service Provider will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

This Agreement is made between the City and the Professional Service Provider entered into on the last date written below. In witness, the parties have executed this Agreement.

DATED this _____ day of _____, 2024

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Professional Service Provider Firm

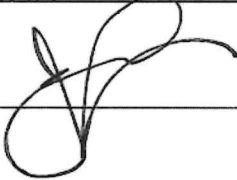
By:  _____

Exhibit A

SCOPE OF WORK

The services to be provided for the Project are as follows:

TELEVISED PIPELINE INSPECTION/SURVEY

- A. A color television camera capable of insertion into 100% humidity conditions will be used for this project. The camera head is capable of panning 270° and tilting 360° and the iris, focus and light source are all remote controlled, to look directly at problem areas, as well as up service connections. The camera will be transported through the lines on a remote-controlled transporter at approximately 30 feet per minute, stopping at problem areas to ensure proper logging of data.
- B. The data collected, stored and downloaded to the city mainframe will be in a MPEG digital format compatible with the current City of Decatur Engineering Software. The digital format will allow City Engineers to observe recorded features and conditions that will assist in the evaluation of the data collected and become a part of the final report. All inspection crews are PACP Certified. TSI shall use Granite Net with ESRI module and the scoring module by Cues, Inc.
- C. Traffic control and protection for the project shall be in accordance with IDOT Highway Standard 701606.01. Daytime operations are proposed for the work.

STORM/SANITARY SEWER CLEANING

- A. A high velocity sewer cleaning and vacuum combination truck will be used. Cleaning shall be accomplished by using a pump capable of delivering 80 GPM at 2,500 PSI. All debris from the cleaning process will be removed with the Vac System. The City of Decatur will supply water and dump site for any solids gathered.

MANHOLE INVESTIGATION

- A. A physical/visual investigation of each manhole using all necessary safety equipment. The investigation will include obtaining all data required to evaluate each manhole for structural integrity, inflow/infiltration problems, flow characteristics and environmental conditions. Including all necessary dimensions.

SMOKE/DYE TESTING

- A. Insertion of an inert type of smoke bomb of three-minute duration into manholes by means of a 3,000 cfm or larger blower. Logging of data including color photos of locations and/or smoke observed.
- B. Application of vegetable-based dye into storm/sanitary systems for investigation of cross connections and/or sanitary effluent traveling to creeks, rivers and/or lakes, house service and sink holes. Dye testing is covered under our emergency inspection/survey.

REPORTS

TV INSPECTIONS

A PACP Certified report database will be provided documenting the techniques and equipment used and summarizing the inspection. The database will include the following:

1. Separate pages for each run or line noting distances and locations of the following:
 - Any structural damage, cracks, broken pipe, etc.
 - All service tie-ins and types
 - Manhole numbers
 - Direction of flow/depth
 - Depth and type of debris
 - Type of pipe and size
 - Color photos of problem area(s)
2. Evaluation of existing conditions found
3. MPEG/Digital
 - Complete onscreen data view showing project name, date, continuous footage to nearest 0.10 ft. from starting manhole number
 - Narration explaining conditions as seen

MANHOLE INVESTIGATION/EVALUATION

- A. Separate form for each manhole showing the following data in a MACP format downloaded to city mainframe, for use with Department E&I's current ESRI software:
 - All dimensions of the manhole
 - All sewer line tie-ins and sizes
 - Direction of flow/depth
 - Depth and type of debris
 - Location and type of defects
 - Environmental conditions, water and atmospheric temperatures
 - Evaluation of existing conditions found
 - Video of the manhole in MPEG format

SMOKE/DYE TESTING

- A. Locations and color photos of points where smoke is observed escaping from pipe. Evaluation of probable cause
- B. Locations and color photos of points where dye is observed escaping from pipe. Evaluation of probable cause

ADDITIONAL AND/OR EMERGENCY INSPECTION/SURVEYS

We are prepared to offer our services to the City of Decatur in the inspection and evaluation of their sanitary and storm sewer infrastructure, by doing whatever is required, to provide quality service in a professional, safe and cost-effective manner. We have and will continue to stay focused on the City of Decatur's engineering needs; emphasizing the long-term mutually beneficial relationship based on trust and respect. Our services are as follows:

1. TV Inspection/Survey
2. Proper documentation and preparation of all field data
3. Evaluation of data and recommendations for repair of problem areas
4. Field engineering surveys for the location of lost or buried manholes, including vertical and horizontal locations of relocated sewer lines for which there are no available records
5. Emergency work is offered on a 24-hour, 7-days per week, with no more than a two-hour response time

ASSUMPTIONS AND CONDITIONS

This Agreement is subject to the following Assumptions and Conditions:

SCHEDULE

It is anticipated that the TV Inspection/Surveys will take place from January 1, 2025 through December 31, 2027. All requested inspections/surveys to be televised, smoke tested, dye tested, manhole inspections or additional services, will be completed in a timely manner or within specified time period by the City Engineer. The prices in this contract will be applicable through December 31, 2027.

SUBCONTRACTORS

Tele Scan, Inc. plans to perform all the services required in this proposal.

PROJECT TEAM

The initial Project Team shall be as follows, if any team member becomes unavailable, TSI will substitute person with comparable qualifications.

PROJECT TEAM	
NAME/TITLE	CERTIFICATIONS
John Latshaw, President	PACP/MACP/LACP Certified ESRI ARC GIS Certified
Matt Hight, VP of Operations	PACP/MACP/LACP Certified ESRI ARC GIS Certified
Laura Miller, Chief Administrative Officer	PACP/MACP/LACP Certified
Nate Greer, Project Technician	PACP/MACP/LACP Certified
Spencer Garner, Project Technician	PACP/MACP/LACP Certified
Robert Weilmuenster, Vac Operator	
Travis Latshaw, Vac Operator	



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

TO:	
City Project Name:	
City Project Number:	
City Project Phase:	

You are hereby notified that the work for the above listed City Project and Phase may commence on _____.

The City Representative for this Phase of work is _____.

After that date, you are to start performing the work as outlined in the Scope of Services and Project Timeline included in the executed contract. Please schedule and chair a project startup meeting at your earliest convenience.

CITY OF DECATUR, IL BY: _____ (City Engineer) Dated this ____ day of _____, 20____.
--

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged. BY: _____ (Signature) (Title) Dated this ____ day of _____, 20____.

EXHIBIT C

PROJECT TIMELINE

Work shall begin on January 1, 2025 and be completed on December 31, 2027.



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

Amendment

Date: _____
Request No. _____ ☐ Final
Professional
Service _____
Address: _____

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

I recommend that an extension of _____ days be made to the above contract completion date.
The revised completion date is now _____.

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

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
Public Works Director

_____ Date

Approved _____
Mayor
_____ Date

Attested _____
City Clerk
_____ Date



TELESCA-02

JSTPIERRE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2024

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

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

PRODUCER First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Jenifer St. Pierre	
	PHONE (A/C, No, Ext): (217) 859-7068 FAX (A/C, No):	
	E-MAIL ADDRESS: jenifer.stpierre@firstmid.com	
INSURED Tele Scan, Inc 6275 E Rt 36 Decatur, IL 62521	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: West Bend Insurance Company	15350
	INSURER B: AmTrust	15954
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X		B696356	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X		B696356	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			B696356	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC4459695	7/1/2024	7/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EXCLUDED OFFICERS UNDER WORKERS COMPENSATION: John Latshaw

RE: Annual Sewer Inspection Program, 2025-2027 - City Project 2025-19

City of Decatur and its officers and employees are named as additional insured under the General Liability and Automobile on a primary non-contributory basis; subject to written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Jenifer St Pierre

Page 290 of 411

EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all

respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Exhibit G

PROFESSIONAL SERVICE PROVIDER'S DISCLOSURE AFFIDAVIT

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

STATE OF Illinois)
) ss.
COUNTY OF Macon)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Tele Scan, Inc. (Hereinafter "Professional Service Provider") is
a:

Company Name

(Place mark in front of appropriate type of business)

☒ Corporation (if a Corporation, complete B)

☐ Partnership (if a Partnership, complete C)

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

☐ Individual Proprietorship (if an Individual, complete D)

Professional Service Provider's Federal Tax Identification Number is 37-1289839.

B. **CORPORATION**

The State of Incorporation is Illinois

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):	
<u>John S. Latshaw</u>	<u>6275 E US Route 36</u>	
Name	Company Address, Principal Office	
<u>7997 Bentonville Rd</u>	<u>Decatur, IL 62521</u>	
Address	City, State, Zip	
<u>Decatur, IL 62521</u>	<u>(217)864-2940</u>	<u>(217)864-4974</u>
City, State, Zip	Telephone	Facsimile
<u>(217)454-1226</u>	<u>www.tsiunderground.com</u>	
Telephone	Website	

The corporate officers are as follows:

President: John S. Latshaw

Vice President: _____

Secretary: John S. Latshaw

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

Name	Home Address & Telephone

Name	Home Address & Telephone

Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

SECTION II. NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

- A. This bid is made without any connection or common interest in the profits with any other person other than the Professional Service Provider except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract X _____ None

- B. No department director or any employee or any officer of the City of Decatur has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.
- C. That the Professional Service Provider is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Professional Service Provider is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Professional Service Provider is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Professional Service Provider has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Professional Service Provider and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

PROFESSIONAL SERVICE PROVIDER



Signature

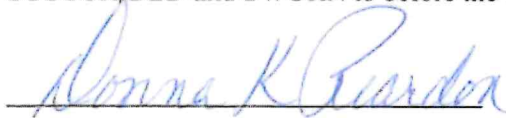
John S. Latshaw

Printed Name

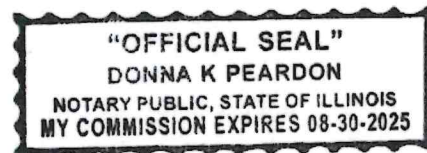
President

Title

SUBSCRIBED and SWORN to before me this 5th day of November, 2024



Notary Public



F.Y. 2025 through F.Y. 2027

Unit Costs

1. Unit price proposals for various professional service tasks:

**PROPOSAL SHEET
Fiscal Year 2025**

Fiscal Year 2025 project funding will be determined by the City Council. Final quantities will be adjusted to match approved funding levels and project needs.

Work Items	Unit	Estimated Quantity	Unit Price	Total
Televised Inspections	Foot	200,000	\$1.50	\$300,000.00
Manhole Inspections	Each	50	\$250.00	\$12,500.00
Smoke Testing	Hour	20	\$500.00	\$10,000.00
Sump Pump Inspection	Each	10	\$250.00	\$2,500.00
Manhole Rehabilitation	Vertical Foot	100	See Attachment A	
Trenchless Point Repairs	Foot	20	See Attachment A	
Special Studies	Hour	50	\$500.00	\$25,000.00
On-Call Inspection - 3 HR	Each	150	\$600.00	\$90,000.00
On-Call Inspection - 48 HR	Each	50	\$600.00	\$30,000.00
Sewer Cleaning	Foot	50,000	\$2.00	\$100,000.00
Excess Cleaning	Hour	200	\$500.00	\$100,000.00

Note: As part of the proposal, attach details on each work item with unit cost proposals for various pipe or manhole sizes, manhole depths, pipe or manhole material, office or field work for special studies, etc. to be provided by the proposing firm.

COMPENSATION, BILLING AND PAYMENT FOR STUB FISCAL YEAR 2025

Client shall pay TSI for the Services in accordance with the following:

Compensation for the Services will be as stated below. TSI will bill the Client no less frequently than monthly, with net payment due in 30 days.

The bill will consist of the amount due based on the actual footage televised during the billing period.

FEE SCHEDULE

- | | |
|--------------------------|-------------------|
| A. TV INSPECTIONS | \$1.50 per L.F. |
| B. MANHOLE INSPECTIONS | \$250.00 Each |
| C. SMOKE AND DYE TESTING | \$500.00 per Hour |
| D. SUMP PUMP INSPECTION | \$250.00 Each |

E. MANHOLE REHABILITATION

Standard 4' diameter manholes:

Precast – Infiltration and chimney seal - \$195.00 per V.F.

Brick – Structural, infiltration and chimney seal - \$275.00 per V.F.

F. TRENCHLESS POINT REPAIRS

- 8" Repair - \$425 per L.F.
 - 10" Repair - \$450 per L.F.
 - 12" Repair - \$475 per L.F.
 - 15" Repair - \$510.00 per L.F.
- (Larger size repairs available upon request)

G. SPECIAL STUDIES

To locate lost or buried manholes. Verify changes in sewer line locations that are not on record with the City Engineering Office.

Field Survey/Recon	\$500.00 per Hour
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H. ON-CALL INSPECTIONS (3 Hour On-Call)

TV Inspection – Emergency Basis	\$600.00 Minimum
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I. ON-CALL INSPECTION (48 hour On-Call)

TV Inspection – Normal Response	\$600.00 Minimum
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J. SEWER CLEANING

\$2.00 per L.F.

K. EXCESS CLEANING

\$500.00 per Hour

The above fee structure is an estimate of our basic services offered and are negotiable based on the extent of each service required.

PROPOSAL SHEET
Fiscal Year 2026

Fiscal Year 2026 project funding will be determined by the City Council. Final quantities will be adjusted to match approved funding levels and project needs.

Work Items	Unit	Estimated Quantity	Unit Price	Total
Televised Inspections	Foot	200,000	\$1.50	\$300,000.00
Manhole Inspections	Each	50	\$250.00	\$12,500.00
Smoke Testing	Hour	20	\$500.00	\$10,000.00
Sump Pump Inspection	Each	10	\$250.00	\$2,500.00
Manhole Rehabilitation	Vertical Foot	100	See Attachment A	
Trenchless Point Repairs	Foot	20	See Attachment A	
Special Studies	Hour	50	\$500.00	\$25,000.00
On-Call Inspection - 3 HR	Each	150	\$600.00	\$90,000.00
On-Call Inspection - 48 HR	Each	50	\$600.00	\$30,000.00
Sewer Cleaning	Foot	50,000	\$2.00	\$100,000.00
Excess Cleaning	Hour	200	\$500.00	\$100,000.00

Note: As part of the proposal, attach details on each work item with unit cost proposals for various pipe or manhole sizes, manhole depths, pipe or manhole material, office or field work for special studies, etc. to be provided by the proposing firm.

COMPENSATION, BILLING AND PAYMENT FOR STUB FISCAL YEAR 2026

Client shall pay TSI for the Services in accordance with the following:

Compensation for the Services will be as stated below. TSI will bill the Client no less frequently than monthly, with net payment due in 30 days.

The bill will consist of the amount due based on the actual footage televised during the billing period.

FEE SCHEDULE

A. TV INSPECTIONS	\$1.50 per L.F.
B. MANHOLE INSPECTIONS	\$250.00 Each
C. SMOKE AND DYE TESTING	\$500.00 per Hour
D. SUMP PUMP INSPECTION	\$250.00 Each

E. MANHOLE REHABILITATION

Standard 4' diameter manholes:

Precast – Infiltration and chimney seal - \$195.00 per V.F.

Brick – Structural, infiltration and chimney seal - \$275.00 per V.F.

F. TRENCHLESS POINT REPAIRS

- 8" Repair - \$425 per L.F.
 - 10" Repair - \$450 per L.F.
 - 12" Repair - \$475 per L.F.
 - 15" Repair - \$510.00 per L.F.
- (Larger size repairs available upon request)

G. SPECIAL STUDIES

To locate lost or buried manholes. Verify changes in sewer line locations that are not on record with the City Engineering Office.

Field Survey/Recon	\$500.00 per Hour
--------------------	-------------------

H. ON-CALL INSPECTIONS (3 Hour On-Call)

TV Inspection – Emergency Basis	\$600.00 Minimum
---------------------------------	------------------

I. ON-CALL INSPECTION (48 hour On-Call)

TV Inspection – Normal Response	\$600.00 Minimum
---------------------------------	------------------

J. SEWER CLEANING	\$2.00 per L.F.
-------------------	-----------------

K. EXCESS CLEANING	\$500.00 per Hour
--------------------	-------------------

The above fee structure is an estimate of our basic services offered and are negotiable based on the extent of each service required.

PROPOSAL SHEET
Fiscal Year 2027

Fiscal Year 2027 project funding will be determined by the City Council. Final quantities will be adjusted to match approved funding levels and project needs.

Work Items	Unit	Estimated Quantity	Unit Price	Total
Televised Inspections	Foot	200,000	\$1.50	\$300,000.00
Manhole Inspections	Each	50	\$250.00	\$12,500.00
Smoke Testing	Hour	20	\$500.00	\$10,000.00
Sump Pump Inspection	Each	10	\$250.00	\$2,500.00
Manhole Rehabilitation	Vertical Foot	100	See Attachment A	
Trenchless Point Repairs	Foot	20	See Attachment A	
Special Studies	Hour	50	\$500.00	\$25,000.00
On-Call Inspection - 3 HR	Each	150	\$600.00	\$90,000.00
On-Call Inspection - 48 HR	Each	50	\$600.00	\$30,000.00
Sewer Cleaning	Foot	50,000	\$2.00	\$100,000.00
Excess Cleaning	Hour	200	\$500.00	\$100,000.00

Note: As part of the proposal, attach details on each work item with unit cost proposals for various pipe or manhole sizes, manhole depths, pipe or manhole material, office or field work for special studies, etc. to be provided by the proposing firm.

COMPENSATION, BILLING AND PAYMENT FOR STUB FISCAL YEAR 2027

Client shall pay TSI for the Services in accordance with the following:

Compensation for the Services will be as stated below. TSI will bill the Client no less frequently than monthly, with net payment due in 30 days.

The bill will consist of the amount due based on the actual footage televised during the billing period.

FEE SCHEDULE

- | | |
|--|-------------------|
| A. TV INSPECTIONS | \$1.50 per L.F. |
| B. MANHOLE INSPECTIONS | \$250.00 Each |
| C. SMOKE AND DYE TESTING | \$500.00 per Hour |
| D. SUMP PUMP INSPECTION | \$250.00 Each |
| E. MANHOLE REHABILITATION | |
| Standard 4' diameter manholes: | |
| Precast – Infiltration and chimney seal - \$195.00 per V.F. | |
| Brick – Structural, infiltration and chimney seal - \$275.00 per V.F. | |
| F. TRENCHLESS POINT REPAIRS | |
| • 8" Repair - \$425 per L.F. | |
| • 10" Repair - \$450 per L.F. | |
| • 12" Repair - \$475 per L.F. | |
| • 15" Repair - \$510.00 per L.F. | |
| (Larger size repairs available upon request) | |
| G. SPECIAL STUDIES | |
| To locate lost or buried manholes. Verify changes in sewer line locations that are not on record with the City Engineering Office. | |
| Field Survey/Recon | \$500.00 per Hour |
| H. ON-CALL INSPECTIONS (3 Hour On-Call) | |
| TV Inspection – Emergency Basis | \$600.00 Minimum |
| I. ON-CALL INSPECTION (48 hour On-Call) | |
| TV Inspection – Normal Response | \$600.00 Minimum |
| J. SEWER CLEANING | \$2.00 per L.F. |
| K. EXCESS CLEANING | \$500.00 per Hour |

The above fee structure is an estimate of our basic services offered and are negotiable based on the extent of each service required.

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Professional Service Provider Name
&Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

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

Professional Service
Provider's Signature:

Title:

Chapter 28, Article 10, of the City Code. All vendors with Public Works contracts with the City of Decatur shall make a good faith effort to meet the City's Minority Participation Goals for all Prevailing Wage work performed as part of this project.

I. Description of the Minority Participation Goals Program:

- 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. **10%** 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 for the purchase of goods, material and equipment to Minority Business Enterprises.
 - 2. Minority workers should perform **18%** 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 2% Bonus based on the final contract amount up to 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, minority participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.
- 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)



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	10/11/2024	Project Title:	Annual Sewer Inspection Program, City Project 2025-19
Total Contract Value:	\$1,350,000.00	Project Number:	2025-19

Section I: Prime Contractor Information

Prime Contractor: Tele Scan, Inc.

Address: 6275 E US Route 36
Decatur, IL 62521

Phone: (217) 864-2940

Contact Person: John Latshaw

Email: john@tsiunderground.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
N/A				
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
N/A			
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
N/A		

• 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
N/A		

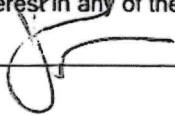
• If more firms were contacted, please copy this form and attach the additional information.

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.



Signature of Prime Contractor

10/11/2024

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:	10/11/2024	Project Title:	Annual Sewer Inspection Program, City Project 2025-19
		Project Number:	2025-19

Prime Contractor: Tele Scan, Inc.

Address: 6275 E US Route 36
Decatur, IL 62521

Phone: (217) 864-2940

Contact Person: John Latshaw

Email: john@tsiunderground.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)

Signature of Prime Contractor

10/22/24

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

October 11, 2024

Re: Annual Sewer Inspection Program, City Project 2025-19

To Whom it May Concern:

Tele Scan, Inc., does not utilize subcontractors. All work is done by qualified Tele Scan, Inc. employees.

Sincerely,



John Latshaw
President

APPENDIX A

SANITARY SEWER INSPECTION SERVICES

PROPOSAL LINE ITEM COST COMPARISON

Work Item	Estimated Yearly Quantities	Unit	2025						2026						2027					
			Tele Scan		Dukes		NPR		Tele Scan		Dukes		NPR		Tele Scan		Dukes		NPR	
			Unit Price	Total			Unit Price	Total	Unit Price	Total			Unit Price	Total	Unit Price	Total			Unit Price	Total
Televised Inspection	200,000	Lineal Foot	\$1.50	\$300,000.00	\$2.25	\$450,000.00	\$5.50	\$1,100,000.00	\$1.50	\$300,000.00	\$2.36	\$12.98	\$6.75	\$1,350,000.00	\$1.50	\$300,000.00	\$2.48	\$16.74	\$7.50	\$1,500,000.00
Manhole Inspection	50	Each	\$250.00	\$12,500.00	\$172.00	\$8,600.00	\$300.00	\$15,000.00	\$250.00	\$12,500.00	\$180.60	\$54,180.00	\$350.00	\$17,500.00	\$250.00	\$12,500.00	\$189.63	\$66,370.50	\$450.00	\$22,500.00
Smoke Testing	20	Hour	\$500.00	\$10,000.00	\$565.00	\$11,300.00	\$600.00	\$12,000.00	\$500.00	\$10,000.00	\$593.25	\$355,950.00	\$650.00	\$13,000.00	\$500.00	\$10,000.00	\$622.91	\$404,891.50	\$700.00	\$14,000.00
Sump Pump Inspection	50	Each	\$250.00	\$12,500.00	No Bid	No Bid	\$1,400.00	\$70,000.00	\$250.00	\$12,500.00	No Bid	No Bid	\$1,500.00	\$75,000.00	\$250.00	\$12,500.00	No Bid	No Bid	\$1,700.00	\$85,000.00
Manhole Rehabilitation	100	Vertical Foot	\$275.00	\$27,500.00	No Bid	No Bid	\$600.00	\$60,000.00	\$275.00	\$27,500.00	No Bid	No Bid	\$650.00	\$65,000.00	\$275.00	\$27,500.00	No Bid	No Bid	\$700.00	\$70,000.00
Trenchless Point Repairs	20	Lineal Foot	\$425.00	\$8,500.00	No Bid	No Bid	\$1,400.00	\$28,000.00	\$425.00	\$8,500.00	No Bid	No Bid	\$1,500.00	\$30,000.00	\$425.00	\$8,500.00	No Bid	No Bid	\$1,600.00	\$32,000.00
Special Studies	50	Hour	\$500.00	\$25,000.00	No Bid	No Bid	\$650.00	\$32,500.00	\$500.00	\$25,000.00	No Bid	No Bid	\$700.00	\$35,000.00	\$500.00	\$25,000.00	No Bid	No Bid	\$750.00	\$37,500.00
On-Call Inspection - 3 Hr	150	Each	\$600.00	\$90,000.00	No Bid	No Bid	\$1,200.00	\$180,000.00	\$600.00	\$90,000.00	No Bid	No Bid	\$1,300.00	\$195,000.00	\$600.00	\$90,000.00	No Bid	No Bid	\$1,400.00	\$210,000.00
On-Call Inspection - 48 Hour	50	Each	\$600.00	\$30,000.00	No Bid	No Bid	\$850.00	\$42,500.00	\$600.00	\$30,000.00	No Bid	No Bid	\$900.00	\$45,000.00	\$600.00	\$30,000.00	No Bid	No Bid	\$1,000.00	\$50,000.00
Sewer Cleaning	50,000	Foot	\$2.00	\$100,000.00	\$2.50	\$125,000.00	\$2.00	\$100,000.00	\$2.00	\$100,000.00	\$2.63	\$5.26	\$2.50	\$125,000.00	\$2.00	\$100,000.00	\$2.76	\$6.90	\$3.00	\$150,000.00
Excess Cleaning	200	Hour	\$500.00	\$100,000.00	\$462.00	\$92,400.00	\$850.00	\$170,000.00	\$500.00	\$100,000.00	\$485.10	\$412,335.00	\$900.00	\$180,000.00	\$500.00	\$100,000.00	\$509.36	\$458,424.00	\$1,000.00	\$200,000.00
Yearly Totals Based on Estimates			\$716,000.00		\$687,300.00		\$1,810,000.00		\$716,000.00		\$822,483.24		\$2,130,500.00		\$716,000.00		\$929,709.64		\$2,371,000.00	

Public Works

DATE: 11/7/2024

MEMO: 2024-177

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Matthew Newell, P.E., Public Works Director
Robert Weil, P.E., Water Production Manager

SUBJECT: Resolution Authorizing a Three-Year Professional Services Agreement with Pace Analytical Services for Water Treatment Laboratory Services

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution accepting the bid and authorizing the execution of a three-year professional services agreement in the amount of \$31,310 with Pace Analytical Services for water treatment laboratory services, and that the Mayor be authorized to execute the contract and the City Clerk to attest.

BACKGROUND:

The Illinois Environmental Protection Agency (IEPA) requires public water supplies to perform a wide variety of water quality tests each year. Since many of these tests are complex and require expensive analytical equipment that would only be used once or a few times annually, the City outsources many of these tests to an IEPA certified laboratory. The current three-year agreement expires on December 31, 2024.

To obtain quotes from IEPA certified laboratories in Illinois, a request for quotations was sent to these laboratories:

- American Water Central Laboratory
- Daily Laboratories
- Suburban Laboratories
- Test, Inc.
- Pace Analytical Services

Only one firm submitted a quote, Pace Analytical Services. Pace has provided these services to the City for the past several years, and their performance has been generally satisfactory.

PRIOR COUNCIL ACTION:

November 29, 2021 – Council approved the previous three-year professional services agreement with PDC Laboratories, Inc. PDC was subsequently acquired by Pace Analytical Services.

POTENTIAL OBJECTIONS: None foreseen.

STAFF REFERENCE: Matt Newell, Public Works Director, Robert Weil, Water Production Manager. Matt will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

This expenditure is included in the proposed Water Production Division operating budget. Staff time is allocated to manage the agreement.

ATTACHMENTS:

Description	Type
Resolution and Exhibit	Cover Memo

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A THREE-YEAR PROFESSIONAL SERVICES
AGREEMENT WITH PACE ANALYTICAL SERVICES FOR WATER
TREATMENT LABORATORY SERVICES**

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

Section 1. That the three-year Professional Services Agreement in the amount of \$31,310 with Pace Analytical Services for water treatment laboratory services, beginning January 1, 2025 and ending December 31, 2027, attached hereto as Exhibit A and made a part hereof, presented to the City Council herewith, be, and the same is hereby, received, placed on file and approved.

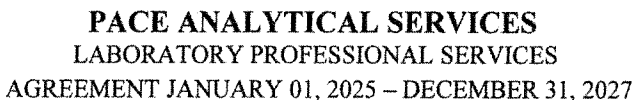
Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Pace Analytical Services.

PRESENTED and ADOPTED this 18th day of November, 2024.

Julie Moore Wolfe, Mayor

Attest:

Kim L. Althoff, City Clerk



PWS ID:

Please list email address(s). We send report(s) and Guard Dog Compliance Notices via email.

- Pace

☒ \$0.00 Guard Dog Program

☒ INVOICE (PAY AS YOU GO)

Client (Responsible party) - Print Name	Signature of Responsible Party	Date

Page 317 of 411

Pace Analytical Terms and Conditions:

These Standard Terms (Terms) govern all services that Pace Analytical _____ ("Lab") will perform on behalf of _____ ("Client"), and supersede any other written provisions (including purchase/work orders) related to the services, as well as all prior discussions, courses of dealing, and/or performance, unless a separate, executed agreement for the same or similar services already exists between the Lab and Client (collectively "the Parties"), or the Parties subsequently agree to terminate or amend these Terms, as allowed in Section 10 and 12, respectively.

1. Definitions:

Chain of Custody (COC): A document evidencing the collection, handling, delivery, etc. of a sample or Sample Delivery Group

Holding Time: The maximum amount of time a sample may be stored before being analyzed.

Sample Delivery Acceptance (SDA): The date and time when Lab officially receives a sample or Sample Delivery Group, as evidenced by either a notation on the Chain of Custody or an entry in the Lab's information management system (LIMS).

Sample Delivery Group (SDG): A set of samples normally shipped and reported to the Lab as a group.

Turnaround Time (TAT): The maximum allowable period within which Lab must report out its analytical testing results to Client, calculated from the date of SDA.

2. Client's Obligations:

a. To initiate Lab's services, Client must reference a quotation number (if applicable) and complete one of the following steps:

i. Submit a completed purchase order by:

1. hand (i.e., in person)
2. mail, or
3. e-mail; or

ii. Place an order by:

1. telephone
2. e-mail, or
3. delivering a sample (or SDG) to Lab and completing the COC

b. Subject to occasional, mutually agreed-upon exceptions, Client must give five (5) days' prior notice for each sample delivery and provide the following information:

- i. Name of the responsible project manager
- ii. Name of the person submitting the sample
- iii. Name/location of collection site
- iv. Date and time of collection
- v. Specific testing being requested, and
- vi. Sufficient details about reporting requirement(s).

c. Client shall also:

- i. Remain liable for any loss or damage to sample(s) until SDA (including that which may occur as a result of third-party shipping delays)
- ii. Pay all invoices in full on a net 30 basis or as otherwise agreed in writing
- iii. Notify Lab about any disputed charges or results within 30 days of receiving applicable invoice
- iv. Reimburse Lab for any costs* related to delinquent payments
- v. Demonstrate its (or, if applicable, the Prime Client's) credit worthiness by accessing the following link: <https://www.pacelabs.com/my-account.html> and clicking on "Client Profile Information." (Note: Client must pre-pay for services pending completion of this process and Lab's approval of a credit line.)
- vi. Pay for any services it orders on any already analyzed sample
- vii. Obtain Lab's written consent before assigning billing or payment of Lab services to any third party, (failure to do so shall mean Client remains responsible for the payment of any outstanding balance)
- viii. Refrain from using any of Lab's supplies (e.g., containers) in connection with any non-Lab work
- ix. Ensure that any sample(s) containing any known hazardous substance is (are) labeled, packaged, manifested, transported, and delivered to Lab in accordance with all applicable regulations
- x. Obtain Lab's prior written consent before publishing Lab's name and/or any data
- xi. Reimburse Lab for any out-of-scope services and related expenses (e.g., defending its analytical results or responding to a subpoena for documents and/or expert testimony)
- xii. Excuse Lab for any failure or delay in its performance caused by someone or something outside its control, e.g., a third party or "Force Majeure" event or circumstance, such as natural disasters or government shutdowns; and
- xiii. Accept responsibility for any claims, damages, losses, expenses*, etc. to the extent caused by Client's: breach of these Terms; negligence or willful misconduct (includes Client's use of Lab data for anything other than the specific purpose for which it was intended), or violation of applicable laws.

3. Lab's Obligations:

Lab shall:

- a. Perform its services in accordance with generally accepted analytical and environmental laboratory practices and professionally recognized standards.
- b. Identify on quotation if services will be sent to another Lab location or to a third party.
- c. Promptly notify Client of any:
 - i. Missing sample or otherwise compromised sample(s)
 - ii. Significant delays or other issues affecting Lab's services, or
 - iii. Subpoena or similar demand for Lab compliance
- d. Maintain high-quality services.
- e. Prepare and keep accurate records.
- f. Obtain/maintain any permit(s), license(s), or certification(s).
- g. Charge its fees on a net 30 basis (unless otherwise agreed).
- h. Impose a one and one half percent (1.5%) per month late charge on any unpaid balances.
- i. Assess a two and one half percent (2.5%) surcharge on any payments made by credit card. (Client can avoid this charge by paying with a debit card, an echeck/check by phone, a wire transfer, or an ACH payment.)
- j. Invoice Client for each sample or SDG as reported.
- k. Assume risk of loss or damage to any Client sample(s) upon SDA.
- l. Initiate analysis within established holding times – so long as SDA occurred within 48 hours of collection or the first half of the maximum allowed holding time.

- m. Indemnify Client for any claims, damages, losses, expenses*, etc. to the extent they were caused by Lab's breach of these Terms, negligence or willful misconduct, or the negligence and willful misconduct of persons for whom Lab is legally responsible.
- n. Warrant the results, with the express understanding that this warranty is exclusive and does not extend to any merchantability or fitness for a particular purpose.

4. Lab's Discretionary Actions:

Lab may:

- a. Cease all services, including any release of data, if Client does not pay as agreed
- b. Reject or rescind any SDA if Lab decides sample poses a risk
- c. Charge or bill Client directly for:
 - i. Any supplies (including containers) that are not used or returned
 - ii. Expedited outbound/return shipping for any sample that is not time-sensitive
 - iii. Disposal of any air samples that have not been reclaimed within seven (7) days of Lab's SDA thereof
 - iv. Disposal of any other sample not been reclaimed within 21 days of Lab's SDA thereof, or as otherwise required
 - v. A minimum fee for invoicing and/or handling any sample
 - vi. A sample that underwent SDA, but was not analyzed, at Client's direction
 - vii. Additional shipping and handling as deemed necessary
 - viii. Change in scope and/or rescheduling fees
 - ix. Minimum fees or additional surcharges as necessary
 - x. Reasonable attorneys' fees
 - xi. Project resampling related to missed deliveries, etc.
 - xii. Off cycle pricing increase dictated by the market
 - xiii. Any request for re-analysis following release of the report if the results are within the variability of the method (or acceptable parameters)
- d. Return unused portions of samples found or suspected to be hazardous to Client, at Client's cost.
- e. Retain Client's unreleased data and/or cancel Client's web portal access pending payment in full.
- f. Increase prices on an annual basis to support market-driven cost-increases.

5. Multiple Dilutions: Lab will report a single value for each analyte based on the most appropriate analysis or dilution for that analyte. Based on general screening where appropriate, samples will be reported on a dilution-only basis due to concentrations of target analytes present. Lab may attempt a 10-fold more concentrated analysis if practicable. Client may also request and pay for additional dilutions if practicable.

6. Dry Weight Correction / Percent (%) Moisture: Consistent with all applicable reporting methods, Lab will automatically analyze any solid sample (soil) for % moisture to allow for dry weight correction and charge accordingly. If "wet weight" reporting is requested by the client or the regulatory agency, Lab will maintain the charge for dry weight correction even if the results were not corrected for the applicable reporting criteria.

7. Confidentiality: The Parties agree that they will take all reasonable precautions to prevent the unauthorized disclosure of any proprietary or confidential information of each other and that they will not disclose such information except to those employees, subcontractors, or agents who have expressly agreed to maintain confidentiality.

8. Governing Law: These Terms shall be construed and interpreted pursuant to the laws of the State of Minnesota without giving effect to the principles of conflicts of law thereof.

9. Term: The Parties shall perform the services identified in the applicable purchase order or other agreement until completed or terminated in accordance with Section 10 below

10. Termination:

- a. Either party may terminate these Terms upon 30 days' prior written notice.
- b. Lab may immediately terminate for any breach by Client, including its failure to pay within 60 days of Lab's dated invoice.

11. Limitation of Liability:

- a. If a court of competent jurisdiction finds that Lab failed to meet applicable standards and if Client suffers damages as a result, Lab's aggregate liability for its negligence or unintentional breach of contract shall not exceed the total fee paid for its services.
- b. This limitation shall not apply to any Client losses arising from Lab's negligence or willful misconduct, so long as Client:
 - i. Notifies Lab of any issue within thirty (30) days of receiving applicable invoice, and
 - ii. Allows Lab to defend its data, even to a regulatory agency that may have previously rejected same.
- c. Notwithstanding the foregoing, neither Lab nor Client shall be liable to the other for special, incidental, consequential, or punitive damages.

12. Amendment/Change Order: Any attempt to modify, vary, supplement, or clarify any provision of these Terms is of no effect unless reduced to writing and signed by both Parties.

13. Storage of Data: Following final report issuance, Lab will retain back-up data and final test reports for ten (10) years in a format from which the data and/or test report can be reproduced.

14. Intellectual Property: Lab shall retain sole ownership of any new method, procedure, or equipment it develops or discovers while performing services for Client pursuant to these Terms. Lab may, however, grant a license to the Client for its use of same.

15. Non-competition: Client shall not solicit or recruit any Lab personnel for at least 12 months following the termination of the services governed by these Terms.

16. Non-assignment: Neither party may assign or transfer any right or obligation existing under these Terms without prior written notice to the other party, except that Lab may freely transfer the services to another Lab location or, with Client's permission, subcontract the services to a third-party.

17. Insurance: Lab carries insurance with the limits of coverage as indicated below and will, upon Client's request, submit certificates of insurance showing same.

- a. General Liability - \$1,000,000 each occurrence; \$2,000,000 general aggregate;
- b. Personal and Advertising Injury - \$1,000,000;
- c. Automobile Liability - \$1,000,000 combined single limit;

- d. Excess Liability Umbrella - \$5,000,000 aggregate; \$5,000,000 each occurrence;
- e. Worker's Compensation Insurance - statutory limits; and
- f. Professional Liability \$5,000,000 aggregate, \$5,000,000 per claim.

18. Miscellaneous Provisions:

- a. In the absence of an executed agreement between the Parties, the SDA will constitute acceptance of these Terms by Client.
- b. The Parties may use and rely upon electronic signatures and documents for the execution and delivery of these Terms and any amendments, notices, records, disclosures, or other documents of any type sent or received in accordance with these Terms.
- c. The Parties are at all times acting and performing as independent contractors; neither one shall ever be considered an agent, servant, employee, or partner of the other.
- d. These Terms shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.
- e. Lab's compliance with a subpoena or other order shall not violate any requirement for confidentiality between the Parties.
- f. If any Term herein is invalidated or deemed unenforceable, it shall not affect the validity or enforceability of the other Terms.

City of Decatur, Illinois
Three Year
Drinking Water Compliance
Water Quality Testing
Quotation Request



Start Date: 1/1/2025
End Date: 12/31/2027

Analysis	Frequency	Fee per Sample	Annual Qty	2025 Annual Cost
Distribution:				
Chlorite	3/Quarterly	100.00	12	\$ 1,200.00
Lead/Copper	Every 6 mo	35.00	120	\$ 4,200.00
THM/HAA5	Quarterly	110.00	32	\$ 3,520.00
				\$ -
TOCRAW:				
TOC	Monthly	21.00	12	\$ 252.00
				\$ -
TP03:				
Atrazine	Quarterly	160.00	4	\$ 640.00
Aluminum	Yearly	16.00	1	\$ 16.00
SOC's	Yearly	965.00	1	\$ 965.00
Corrosion Control Group	Yearly	105.00	1	\$ 105.00
Carbon, Total (TOC)	Monthly	21.00	12	\$ 252.00
Fluoride	Monthly	19.00	12	\$ 228.00
IOC	Yearly	305.00	1	\$ 305.00
Nitrate	Quarterly	17.00	4	\$ 68.00
Nitrite	Every 3 years	17.00	0	\$ -
Rad_WO_U	Every 9 years	210.00	0	\$ -
Volatiles incl. vinyl chloride	Yearly	80.00	1	\$ 80.00
*Project Management	Yearly	0.00		\$ -
				\$ 11,831.00
				2025 Total

*Project management includes maintaining IEPA sampling and testing schedules, pi ensure compliance with all IEPA and IDPH sampling requirements.

ADDITIONAL SERVICES TO BE PROVIDED AT NO COST TO THE CITY OF DECATUR

1. Monthly courier service from Decatur South Water Treatment Plant, 1155 S. Martin Luth
2. Sample bottles, coolers and shipping of same
3. Weekend and after hour emergency samples if needed
4. Sample disposal fees

Submitted by: Pace Analytical Services

Analysis	Frequency	Fee per Sample	Annual Qty	2026 Annual Cost
Distribution:				
Chlorite	3/Quarterly	100	12	\$ 1,200.00
Lead/Copper	Every 6 mo	35	60	\$ 2,100.00
THM/HAA's	Quarterly	110	32	\$ 3,520.00
				\$ -
TOCRAW:				
TOC	Monthly	21	12	\$ 252.00
				\$ -
TP03:				
Atrazine	Quarterly	160	4	\$ 640.00
Aluminum	Yearly	16	1	\$ 16.00
SOC's	Yearly	965	1	\$ 965.00
Corrosion Control Group	Yearly	105	1	\$ 105.00
Carbon, Total (TOC)	Monthly	21	12	\$ 252.00
Fluoride	Monthly	19	12	\$ 228.00
IOC	Yearly	305	1	\$ 305.00
Nitrate	Quarterly	17	4	\$ 68.00
Nitrite	Every 3 years	17	0	\$ -
Rad_WO_U	Every 9 years	210	0	\$ -
Volatiles incl. vinyl chloride	Yearly	80	1	\$ 80.00
*Project Management	Yearly	0.00		\$ -
				\$ 9,731.00
				2026 Total

reprinted collection of confirmations (COCs), pre-notifications of detections to allow

1
 er King Jr. Dr., Decatur IL

Analysis	Frequency	Fee per Sample	Annual Qty	2027 Annual Cost
Distribution:				
Chlorite	3/Quarterly	100	12	\$ 1,200.00
Lead/Copper	Yearly	35	60	\$ 2,100.00
THM/HAA's	Quarterly	110	32	\$ 3,520.00
				\$ -
TOCRAW:				
TOC	Monthly	21	12	\$ 252.00
				\$ -
TP03:				
Atrazine	Quarterly	160	4	\$ 640.00
Aluminum	Yearly	16	1	\$ 16.00
SOC's	Yearly	965	1	\$ 965.00
Corrosion Control Group	Yearly	105	1	\$ 105.00
Carbon, Total (TOC)	Monthly	21	12	\$ 252.00
Fluoride	Monthly	19	12	\$ 228.00
IOC	Yearly	305	1	\$ 305.00
Nitrate	Quarterly	17	4	\$ 68.00
Nitrite	Every 3 years	17	1	\$ 17.00
Rad_WO_U	Every 9 years	210	0	\$ -
Volatiles incl. vinyl chloride	Yearly	80	1	\$ 80.00
*Project Management	Yearly	0.00		\$ -
				\$ 9,748.00
				2027 Total

COCs samples, electronically send results to IEPA and Decatur on time, and



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
07/30/2024

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center	
	PHONE (A/C No. Ext): 1-877-945-7378	FAX (A/C No.): 1-888-467-2378
	E-MAIL ADDRESS: certificates@wtwco.com	
INSURED Pace Analytical Services, LLC 2665 Long Lake Road, Suite 300 Roseville, MN 55113	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Charter Oak Fire Insurance Company	
	INSURER B: Travelers Indemnity Company of CT	
	INSURER C: Travelers Property Casualty Company of Ame	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** W34371119**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	H-660-3H339745-COF-24	08/01/2024	08/01/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	POLICY ☒ PRO-JECT ☒ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
B	☒ AUTOMOBILE LIABILITY		H-810-9W174961-TIL-24-I2	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
C	☒ UMBRELLA LIAB ☒ OCCUR		CUP-5N703311-24-I2	08/01/2024	08/01/2025	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$ 5,000,000
	☐ DED ☒ RETENTION \$ 10,000					\$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	UB-8K063715-24-I2-G	08/01/2024	08/01/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

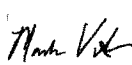
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division/Location: IL 72

Additional Named Insureds:

PDC Laboratories, LLC

CERTIFICATE HOLDER**CANCELLATION**

City of Decatur 1 Gary Anderson Plaza Decatur, IL 32232	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Pace Analytical Services, LLC 2665 Long Lake Road, Suite 300 Roseville, MN 55113	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

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

Re: South Water Treatment Plant, 1155 S Martin Luther King Jr Dr, Decatur, IL 62521 City of Decatur is included as additional insured with respect to general liability, as required by written contract. Excess liability follows form.

DATE: 11/7/2024

MEMO: 2024-176

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager

Matt Newell, P.E., Public Works Director

Paul Caswell, P.E., City Engineer

SUBJECT: Resolution Authorizing a Contract with USIC Locating Services, LLC for Facility Locating and Marking Services

SUMMARY RECOMMENDATION: It is recommended that the City Council approve a Resolution authorizing a Contract between the City of Decatur and USIC Locating Services, LLC to provide City owned utility locating and marking services.

BACKGROUND:

Illinois General Assembly enacted the Underground Utility Facilities Damage Projection Act on January 1, 1991. The purpose of the Act was for the protection of underground utilities, the public and excavators during excavation. An amendment to the Illinois Underground Utility Facilities Damage Prevention Act occurred in 1995, 1997, and in 2002. The amended Act in 2002 required all home rule municipalities to join the statewide one-call notification system, Joint Underground Locating Information for Excavations (JULIE), as the notification service for Illinois.

In 2002, the Public Works Department evaluated taking on the work in-house in 2002; but due to the cost of the additional staff required, seasonal variability in the work, the requirement to locate 24 hours a day 365 days a year, and cost for equipment, it was decided to contract out the work. In 2002, the City issued a request for proposals and found Great Plans Locate Service (GLPS) having the greatest benefit to the City in providing the service. GLPS has since been acquired by USIC Locating Services, LLC (USIC).

USIC approached the City this summer requesting an update to the 2002 agreement due to the inflationary costs of labor and materials. Since 2002, the price has only increased by 3%. With the recently requested contract change, staff reviewed options to complete the work in-house and also spoke with surrounding communities on how they were locating their utilities. It was found that our surrounding communities either did the locating work in-house or contracted with USIC. A recent RFP issued by a neighboring community did not yield alternate utility locating providers in the area. Due to the complexity and amount of the work required it is recommended that the City is best served by continuing its contractual relationship with USIC.

While it varies from year to year, the JULIE one call system notifies the City of around 10,000 locations for utility locates annually. The total cost for USIC service last year was approx

\$275,000. The cost to locate is charged to the fund for the utility that is being located. Over the past year, the Water Fund paid \$128,000 (47%), the Storm Sewer Fund paid \$42,500 (15%), the Sanitary Sewer Fund paid \$58,500 (21%), and the Public Works Administration Budget paid \$46,000 (17%) for traffic signals and streetlights. The total locating cost varies from year to year because it depends on the amount of requests for locates; however, it is expected that the new contract will increase by approximately 15%. The contract has a built-in automatic increase annually of 2.5% or the percentage increase equal to the Consumer Price Index, whichever is more.

LEGAL REVIEW: The Agreement was reviewed by Legal on October 15, 2024.

SCHEDULE: The Contract is for one year with automatic renewal unless one party elects to option out of the agreement.

PRIOR COUNCIL ACTION:

September 16, 2002 – The City Council approved Resolution R2002-168-A & R2002-169-A entering into the Joint Underground Locating Information for Excavators (JULIE) one call notification system and authorizing an agreement for with Great Plains Locating Service, Inc to provide locating and marking services.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: USIC Locating Services, LLC

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The budgeted allocation for the work is made annually in the Water Fund, Storm Sewer Fund, Sanitary Sewer Fund and Public Works Administration Operations based on the previous year's data.

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

ATTACHMENTS:

Description	Type
Resolution Authorizing a Contract with USIC Locating Services, LLC for Facility Locating and Marking Services	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A CONTRACT WITH USIC LOCATING
SERVICES, LLC FOR FACILITY LOCATING AND MARKING SERVICES**

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

Section 1. That the contract attached hereto as Exhibit 1 and made a part hereof, for the facility locating and marking services, presented to the City Council herewith between the City of Decatur and USIC Locating Services, LLC, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Contract between the City of Decatur, Illinois and USIC Locating Services, LLC.

PRESENTED and ADOPTED this 18th day of November, 2024.

Julie Moore Wolfe, Mayor

Attest:

Kim L. Althoff, City Clerk

FACILITIES LOCATING AND MARKING
SERVICE CONTRACT

THIS CONTRACT ("Contract") is entered into as of November 18, 2024, and is by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and City of Decatur, IL (**Customer**), each individually a party, and collectively, the parties.

BACKGROUND

- A. Customer owns and operates Facilities (hereinafter defined) in the geographic area described on Exhibit A to this Contract.
- B. Customer desires to have USIC provide the necessary labor and equipment to offer certain services relative to locating and marking Customer's Facilities listed in Exhibit A.

CONTRACT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

- 1. **Definitions.** In addition to the terms defined above the following capitalized terms when used in this Contract shall have the following meanings:
 - 1.1 **Advanced Locate Service** means conductive, inductive, and map-based measurement locating methods which may include hand digging and/or vacuum excavation to accurately complete a Locate.
 - 1.2 **Annual Contract Value** means the aggregate of the last twelve months' Contract revenue.
 - 1.3 **Atypical Condition (AC)** means any unusual condition, exigency, or occurrence at a given worksite that requires USIC's use of extra resources (including but not limited to Telecommunication Vault or Manhole Entry, Unlocatable Facilities, Work Zone Protection aka "Temporary Traffic Control Services" or "Flaggers", labor, time, and equipment) outside of those routinely expended by USIC to accurately and safely complete a Locate.
 - 1.4 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this Contract begins and the anniversary date each year after.
 - 1.5 **Customer's Facilities** means any Facilities owned or operated by Customer.
 - 1.6 **Damage Investigation Fee** means the fee charged to Customer when chargeable pursuant to this Contract, for a damage investigation performed by USIC (to include Site photographs, measurements and/or other applicable forensic data).
 - 1.7 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
 - 1.8 **Digital Locating** means the process by which a Locate is completed using maps, records, historical Ticket records, Locate technician expertise, and other industry knowledge to positively respond to a Ticket without Visual Examination.
 - 1.9 **Emergency Normal Hours Locate** means a request for a Locate that arises from a condition that threatens life, health, or property as defined by applicable state law and are transmitted during USIC's normal, non-holiday business hours Monday through Friday (7:00 am – 5:00 pm).
 - 1.10 **Emergency After Hours Locate** means a request for a Locate that arises from a condition as defined by applicable state law and One Call Center ticket types and is transmitted on weekends, weekdays, and

holidays, as defined by applicable federal and state statute and/or One Call Center holidays, outside of the USIC's normal business hours (7:00 am – 5:00 pm).

- 1.11 **Excavator(s)** means any person or entity which engages directly in excavation.
- 1.12 **Facility(ies)** means any item used in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, Hazardous Materials or other substances including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors, either above or below ground.
- 1.13 **Gridding** means the geographic boundary area, maps, facility records, and/or other facility documentation identified by Customer and the One Call Center and provided to the applicable state One Call Center which is used to determine whether a request for Locate will generate a Ticket for Customer after receipt of an Excavator's notification of intent to excavate (i.e., receipt of a Locate Ticket).
- 1.14 **Hazardous Materials** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.
- 1.15 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.16 **Locatable Facilities** means Customer's Facilities that can be located with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable/Untonable Facilities.
- 1.17 **Locate(s)** means the process of providing Locate Services in response to an Excavator's notice of intent to excavate, and such Locate Services provided by USIC in accordance with this Contract. As used in this Contract, Locate(s) include(s) "Project Locate", as defined hereinafter, where applicable in accordance with the definition of "Project Locate" hereunder.
- 1.18 **Locate Service(s)** means the services, of any type of ticket, to be provided by USIC under this Contract consisting of the process of verifying if Customer's Facilities are present at a location where an Excavator intends to or conducts excavation; when applicable, detection of Customer's Facilities through the use of electronic locating equipment; and, when applicable, Marking to identify the existence and location of Customer's Facilities.
- 1.19 **Locator At Fault Damage** means Damage to Customer's Facilities caused by an Excavator that occurs as a direct result of USIC not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to Customer's Facilities arising from USIC's late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.
- 1.20 **Locator Not At Fault Damage** means Damage to Customer's Facilities that occurs for any reason other than USIC not performing the Locate with Reasonable Accuracy.
- 1.21 **Mark(s)(ed)(ing)** means the use of stakes and flags, paint or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the American Public Works Association.
- 1.22 **One Call Center or 811** means each state's Ticket issuing system for all excavation notices.
- 1.23 **Positive Response** is an 811 notification that communicates to facility owners and operators, and Excavators the status of dig/excavation notices issued by 811.

- 1.24 **Project Locate or Long Scope Ticket(s)** is any Locate that, for any reason, requires USIC technicians to spend more than thirty (30) minutes to execute the Locate Services requested by the subject Ticket. Project Locate or Long Scope Ticket(s) time is tracked using USIC's system thresholds and may include any Ticket type (including but not limited to Tickets designated as routine, normal, and/or emergency). Any portion or increment of work above a time threshold shall be rounded up to the next whole unit.
- 1.25 **Reasonable Accuracy** means the placement of appropriate Markings within the applicable state's tolerance zone.
- 1.26 **Repair Costs** means the actual costs incurred by Customer to repair Damage to Customer's Facilities arising from Locator At Fault Damages (so long as Customer's actual costs are reasonable and customary), subject to the exclusions below. "Repair Costs" is equal to only the reasonable and customary value of the actual labor, equipment, and material costs incurred by Customer to repair the Damage to Customer's Facilities as supported by actual invoice and/or receipts for work completed by each repair contractor. This shall include reasonable and customary costs incurred by Customer's in-house labor and third-party contractor(s), where an itemized breakdown for all parties included in the repair is submitted. Repair Costs specifically excludes, except where prohibited by law: administrative charges; third party administrative ("TPA") fees; overhead charges; costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement, replacement or extension of Customer's Facilities); invoice markups (whether percentage-based, fixed-amount, or otherwise-calculated; costs arising out of collection actions, whether incurred by the Customer or collection agencies; any other costs or expenses excluded by Section 7 of this Contract or any other provision of this Contract. USIC reserves the right to dispute the reasonableness of any of Customer's actual costs; in the event of such a dispute the parties shall attempt to resolve such dispute in accordance with Section 13.
- 1.27 **Site** means the premises where Locate Services are performed, and Customer has ownership or exercises control.
- 1.28 **Telecommunications Vault or Manhole Entry**, as stated 29 CFR 1910.269(x), is defined as an "enclosed space" or as a working space, such as a manhole, vault, tunnel, or shaft, that has limited means of egress or entry, that is designed for periodic employee entry under normal conditions, and that does not contain a hazardous atmosphere, but that may contain a hazardous atmosphere under abnormal conditions. "Manhole vaults" are confined spaces where a person's entire body can enter as opposed to "handhole vaults" where a person can reach in only.
- 1.29 **Third Party Claims** means any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person or entity not a party to this Contract arising from or related to Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, or (b) damage to or loss or destruction of any property.
- 1.30 **Ticket(s)** means the document generated at and transmitted by the One Call Center to USIC containing each request for Locate. A Ticket may require more than one Locate.
- 1.31 **Unidentifiable Facilities** means Customer's Facilities that are not apparent at the Site as based on the records, facility prints, drawings, or maps provided by Customer.
- 1.32 **Unlocatable/Untonable Facilities**, means Customer's Facilities, including abandoned Facilities, whose general presence is known either from records provided by Customer or from a Visual Examination, but which cannot be Marked with Reasonable Accuracy by employing standard Locate Services, typically consisting of using one conductive hook up point on either side of the Facility being targeted for Locating.
- 1.33 **USIC Work Product** means all materials, data, works of authorship, concepts, presentation, inventions, discovery, processes, know-how, reduction of information, including without limitation, all intellectual

property rights, including trade secrets, data, copyrights, and trademarks related to USIC's Locate Services, which is conceived or reduced to practice as a result of the performance of the Locate Services.

- 1.34 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection of the dig site rather than from Customer's maps and records.
- 1.35 **Watch and Protect** means to oversee Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing appropriate Locate Services as may be dictated by the nature and scope of the excavations. Service requires preauthorization or prior agreement by the parties regarding criteria to be applied.
- 1.36 **White-Lining** means the Excavator designates the route and/or area to be excavated using white pre-marking either onsite or electronically (when available through the One Call Center), prior to or during the request for the Locate. The route of the excavation is marked with white paint, flags, stakes, lines, polygons, or a combination of these to outline the dig site prior to or during notification to the One Call Center and before the Locate technician arrives on the job.
- 1.37 **Work Zone Protection** means the activities necessary by USIC to achieve compliance with federal, state, county, and local laws for the safety of motorists and USIC workers alike. This includes but is not limited to following the rules prescribed by the Manual on Uniform Traffic Control Devices (MUTCD) and contracting services to achieve Temporary Traffic Control commonly referred to as "Flaggers."

2. Responsibilities of USIC

- 2.1 USIC shall furnish all labor, materials (except maps, prints, and records to be provided by Customer under Section 3), and equipment necessary to perform Locate Services including Locates, Project Locates or Long Scope Ticket(s), Emergency Normal Hours Locate, Watch and Protect, and Emergency After Hours Locate for Customer within the Contract service area detailed in Exhibit A. All Ticket transmittals to USIC shall come directly from each state's One Call Center for the service area detailed in Exhibit A.
- 2.2 Upon receipt of a request for a Locate, USIC will assess whether a conflict exists between the Customer's Facilities and the proposed excavation Site based on the maps, prints, and records provided by the Customer (commonly called Digital Locating). In its discretion, USIC may perform a Visual Inspection for any Locate request, but USIC is not required to do so if Customer's maps, prints, and records indicate that there is no conflict between Customer's Facilities and the excavation Site.
- 2.3 If USIC determines that Customer Facilities are present at the excavation Site, USIC will Mark Customer's Facilities at the Site, except for Unlocatable/Untonable Facilities and send Positive Response documentation that may consist of photographs, drawings, or notes. Photographs shall only be required in situations where taking photographs are permitted by law.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation Site, USIC will mark the site or note in the Ticket response that Customer's Facilities are not present or in conflict with the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen Tickets via maps, prints, records, and other technology which eliminates the requirement for a Visual Examination, or an in-person visit to the Site. Customer also agrees that USIC will not be liable for any damages that occur because of incomplete and/or inaccurate maps, prints, or records provided by Customer.
- 2.6 In the event USIC recognizes that there are Unlocatable/Untonable Facilities at the excavation site, Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable/Untonable Facilities are not damaged by Excavator. USIC will not be liable for any damages associated with an Unlocatable/Untonable Facility. If any Atypical Condition (AC) is found at the excavation site and USIC is aware of the Atypical Condition, USIC shall notify Customer, and USIC shall

employ Advanced Locate Services or other procedures described in Section 1.1 at direction of Customer and with additional pricing when necessary.

- 2.7 Any maps and records furnished by Customer as required by the Contract shall remain the property of Customer. USIC agrees to return or destroy all copies of such maps and records to Customer upon Customer's written request or at the termination of this Contract. This obligation of confidentiality shall survive the termination of this Contract for a period of five (5) years. All of Customer's maps and records shall be kept confidential by USIC unless 1) such maps and records were previously known to USIC free of any obligation to keep them confidential; 2) such maps and records are given to USIC by a third party not obligated to keep them confidential; 3) such maps and records become public without any act or omission of USIC; or 4) otherwise, as required by law.
- 2.8 USIC shall perform the Locate Services as an independent contractor and as such, USIC has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Locate Services. Further, USIC agrees that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto.
- 2.9 USIC shall comply with the provisions of all applicable permits and licenses relative to the Locate Services to be performed hereunder.

3. Responsibilities of Customer

- 3.1 Customer shall not suppress or screen any Tickets in the areas where USIC will provide Locate Services as defined in Exhibit A that would otherwise come to USIC from the state One Call Center. All Customer Tickets shall be transmitted directly to USIC from the state One Call Center.
- 3.2 Customer shall not change existing Gridding such that the volume of Tickets received by USIC is reduced with the applicable state One Call Center on or after the Contract effective date.
- 3.3 Customer agrees to provide USIC with updates (at least monthly, or more often as needed) to its prints, maps, and any other Facility location records in a standard GIS/ESRI format (.shp, .mdb, or .gdb) with proposed Facility layers, if available, and One Call Center Ticket information (One Call Center format for the applicable state) via e-mail or web services to USIC's Ticket management system, so as to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, and prints up-to-date and provide such mapping and records to USIC in a timely manner via a secure customer portal provided by USIC or Secure File Transfer Protocol (SFTP). Customer acknowledges that USIC does rely in part on such records, and USIC bears no liability for Customer's failure to provide accurate maps, records, and/or prints, or any damage which arises from incomplete and/or inaccurate maps, records, and/or prints.
- 3.4 Customer agrees that it will reasonably cooperate with USIC regarding receipt and resolution of Third-Party Claims, which cooperation shall include but not be limited to reasonable information sharing.
- 3.5 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit A. USIC shall bill for all Tickets received from each state's One Call Center, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Contract service area that Customer has provided to the state's One Call Center.
- 3.6 Customer agrees to provide USIC with all state-issued 811 codes ("CDC codes") and a comprehensive Customer point of contact list within twenty-four (24) hours of Contract execution.
- 3.7 Customer recognizes White-Lining as a best practice for safe excavations. Customer agrees to use its best efforts to promote proper "White-Lining" by Excavators.
- 3.8 Intentionally Omitted.

4. Invoicing and Payment Terms

- 4.1 USIC will remit monthly invoices to Customer via an email address or uploaded to a required Customer portal specified by Customer. In the states of Maine, Nevada, New Mexico, Ohio, Oregon, South Dakota, and Washington, and/or as otherwise may arise from state or federal taxing authorities from time to time, USIC shall invoice the Customer for the following applicable taxes levied on USIC:

- 4.1.1 Sales Tax
- 4.1.2 Use Tax
- 4.1.3 Services Provider Tax
- 4.1.4 Value Added Tax
- 4.1.5 Gross Receipts Tax
- 4.1.6 Commercial Activities Tax
- 4.1.7 Business Tax
- 4.1.8 Occupation Tax
- 4.1.9 Or similarly constructed state or local taxation

Where tax exempt status exists, Customer will provide USIC with the tax-exempt certificate or like document.

- 4.2 All amounts payable under this Contract shall be paid on a net thirty (30) days basis, following the date of invoice. In the event Customer disputes any portion of an invoice received from USIC, Customer shall provide written notice to USIC no less than fifteen (15) days before the invoice is due. If USIC cannot correct the invoice prior to the due date, Customer shall pay all undisputed charges in accordance with Section 4.2. If proper and sufficient notice of a dispute is not given to USIC, Customer shall pay the entire invoice and proceed with dispute resolution in Section 13.
- 4.3 For any payment that is not timely paid pursuant to Section 4.2: (a) an initial 3% late payment fee will be assessed; and (b) interest will accrue at a rate of 1.5% per month. Should USIC have to pursue collection actions or retain counsel to pursue payment, USIC will invoice Customer for all such costs and Customer is responsible for payment.
- 4.4 If Customer fails to pay any invoice pursuant to the payment terms set out in this section, USIC may give written notice describing such breach ("Notice of Default"). If the breach set forth in the Notice of Default is not curable or if the Customer fails to pay USIC's invoices within ten (10) days following receipt of the Notice of Default, USIC shall have the right and option to immediately terminate this Contract pursuant to Section 5, in addition to all the other rights and remedies available to the non-breaching party under this Contract and at law and in equity.
- 4.5 If Customer fails to pay any Invoice according to the provisions of this Contract and (a) such failure continues for a period of ten (10) days following Customer's receipt of a Notice of Default from USIC or (b) USIC has reasonable grounds for insecurity regarding the performance by Customer of any obligation under this Contract, then USIC, by delivery of written notice to Customer, may demand Adequate Assurance by Customer. "Adequate Assurance" means, at the option of Customer, (i) advance payment in cash by Customer to USIC for Locate Services or (ii) delivery to USIC by Customer of a letter of credit in an amount equal to not less than the aggregate amounts owed from Customer to USIC hereunder for the prior two-month period. If Customer fails to provide Adequate Assurance to USIC within 72 hours of USIC's request, USIC shall have the right to, at its sole option, (i) renegotiate payment terms under the Contract; (ii) terminate this Contract upon written notice to Customer, and/or (iii) suspend or reduce all Locate Services under this Contract without prior notice to Customer, in each case, without limiting any other rights or remedies available to USIC under this Contract or otherwise. If USIC exercises the right to terminate this Contract or suspend or reduce any Locate Services, then Customer shall not be entitled to take, or cause to be taken, any action hereunder or otherwise against USIC for such termination, suspension, or reduction.
- 4.6 In the event Customer claims to be owed money from USIC pursuant to Section 6 of this Contract or for any other reason, such disputes shall be handled independently in accordance with Section 13, and

Customer shall have no right to withhold, setoff, or otherwise reduce the amounts due to USIC for Locate Services under Section 4.

5. Term, Termination, Changes and Exclusive Nature of Contract

- 5.1 This Contract shall be effective as of December 1, 2024 ("Effective Date") and continue for a period of one (1) year, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to Section 5.3.
- 5.2 Customer shall use USIC as its exclusive provider of Locate Services within the service area as identified in Exhibit A.
- 5.3 Either party to this Contract may terminate this Contract for convenience upon sixty (60) days' prior written notice to the other. Upon such termination, Customer shall only be liable for payment for any tickets transmitted to USIC through the effective date of termination. If Customer fails to provide the required sixty (60) day notice under this provision, Customer will pay USIC an amount equal to 60 days average billing as calculated based on the twelve-month period immediately preceding the termination [or such shorter period if the Contract has been in effect for less than twelve (12) months], which the parties agree is a reasonable estimate of the damages to be incurred by USIC as a result of Customer's termination without notice. This provision is not intended to and shall not eliminate or reduce any other remedies to which USIC may be entitled, all of which are reserved.
- 5.4 Without prejudice to any other right or remedy USIC may have under this Contract, at law and/or in equity, USIC may terminate this Contract effective immediately upon providing written notice of such termination to Customer, in the event of the occurrence of any of the following:
 - 5.4.1 insolvency of Customer;
 - 5.4.2 filing of a voluntary petition in bankruptcy by Customer;
 - 5.4.3 filing of an involuntary petition in bankruptcy against Customer;
 - 5.4.4 appointment of a receiver or trustee for Customer;
 - 5.4.5 execution by Customer of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;
 - 5.4.6 commencement of any legal proceeding against Customer that, in USIC's opinion, may interfere with USIC's ability to perform in accordance with the Contract;
 - 5.4.7 Customer consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Contract; in each case without USIC's advance written consent; or
 - 5.4.8 Failure by Customer to timely cure any breach for which Customer has received a Notice of Breach under Section 4.

6. Investigations of Damage to Customer's Facilities

- 6.1 Should Customer become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate for Customer, the Customer shall as promptly as possible, and not later than twelve (24) hours, from becoming aware of the damage, notify USIC. If Damage to Customer's Facilities occurs on a weekend or applicable federal, state statute, and/or One Call Center holiday, notice shall be provided to USIC on the next business day. This notification must be made by calling USIC at 1-800-778-9140 or sending an email to USICDispatch@usicllc.com and should include the street address of the damage location, damage date and size/type of facility. Both parties to this Contract reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities. Any such phone or email notification by Customer, Excavator, Third-Party Administrator, or any other party shall commence USIC's damage investigation process. Upon USIC's request, Customer will provide list of contacts by division for claims of Damage to Company's Facilities.
- 6.2 USIC will investigate all incidents of Damage to Customer's Facilities for which it has been notified and provide, a written report of its findings to Customer via the Customer portal. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes a Locator At Fault Damage or a Locator Not At Fault Damage. Customer shall have thirty (30) days after notification of

USIC's completion of the investigation to contest USIC's conclusion. Unless Customer notifies USIC in writing within such time period that it disputes USIC's conclusion as to a fault determination, USIC's conclusion with regard to that issue shall be deemed final and binding with respect to this Contract and any liability between Customer and USIC. If Customer disputes USIC's conclusion, the parties will make all reasonable efforts to mutually resolve such dispute and if they cannot, such dispute will be resolved in accordance with Section 13.

- 6.3 All potential Damage to Customer's Facilities shall be investigated, and USIC shall be entitled to collect a Damage Investigation Fee for each such investigation it performs unless: (1) it is determined by USIC's investigation that the damage was Locator At Fault Damage; or (2) the parties ultimately agree that the damage was Locator At Fault Damage. USIC shall be entitled to collect a Damage Investigation Fee from Customer regardless of how USIC receives notice of the Damage to Customer's Facilities
- 6.4 Customer agrees that if: (1) Customer fails to timely notify USIC as required by Section 6 of any Damage to Customer's Facilities; or (2) if damage is repaired or site is covered before USIC can conduct a timely investigation with full access to damage site, then USIC shall not be liable to Customer for any Repair Costs or any other liabilities arising from that Damage to Customers' Facilities, and Customer shall indemnify USIC against Third Party Claims as applicable, in accordance with Section 7. In such situation, Customer hereby agrees that it is prohibited from asserting that any such Damage to Customer's Facilities constitutes a Locator At Fault Damage.
- 6.5 When damages are determined to be Locator At Fault Damage, Customer agrees that USIC will be invoiced for Repair Costs only with supporting documentation provided with the invoice.
- 6.6 USIC will be responsible for paying Customer's Repair Costs for any Damage to Customer's Facilities only if: (1) USIC received a request to provide Locate Services with respect to a Customer's Facilities at the location of the damage; (2) the Damage to Customer's Facilities constitutes a Locator At Fault Damage; and (3) Customer sends USIC an invoice as required herein.
- 6.7 Customer agrees to provide any supporting documentation and detail requested by USIC that relates to Damage to Customer's Facilities for which Customer submits an invoice to USIC. If Customer does not provide USIC with all requested documentation and detail within six (6) months of invoicing USIC for such damages, USIC shall have no further obligation to participate in the pre-litigation and/or pre-arbitration portions of the Dispute Resolution of Section 13. This provision does not preclude Customer from seeking remedies in arbitration or in a court of competent jurisdiction, as applicable.
- 6.8 If Customer fails to present an invoice to USIC for any Damage to Customer's Facilities within twelve (12) months of the date Customer notifies USIC of the damage pursuant to Section 6.1, Customer irrevocably waives and releases any right to seek or demand payment from USIC for such damages, whether in litigation, arbitration, mediation, or any other forum, formal or informal.
- 6.9 To the extent permitted by law and to the extent of and directly corresponding to the Locate Services and related to the accuracy or timeliness of Locate penalties, USIC shall be entitled to participate in any investigation or appeal by any administrative, regulatory, or other governing authority involving any Damage to Customer's Facilities, and Customer shall make any and all reasonable accommodations to allow USIC to do so. Should any administrative, regulatory, or other governing authority impose a penalty or fine, USIC shall reimburse the Customer to the proportion and extent of its fault for such penalties or fines upon receiving an invoice from the Customer.

7. Limitation of Liability and Indemnification

- 7.1 **REPAIR COSTS PAYABLE BY USIC SHALL NOT EXCEED \$5,000 FOR ANY SINGLE INCIDENT OR OCCURRENCE OF DAMAGE TO CUSTOMER'S FACILITIES, REGARDLESS OF THE ALLEGED CAUSE OF THE DAMAGE, REGARDLESS OF THE NUMBER OF FACILITIES DAMAGED IN THE INCIDENT, AND REGARDLESS OF THE ALLEGED SCOPE OR AMOUNT OF THE DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS PROVISION IS NOT INTENDED TO EXPAND OR OTHERWISE IMPOSE LIABILITY ON USIC BUT, RATHER, IS INTENDED TO BE AN ABSOLUTE**

LIMIT ON USIC'S LIABILITY TO CUSTOMER FOR ANY INCIDENT INVOLVING DAMAGE TO CUSTOMER'S FACILITIES, REGARDLESS OF CAUSE.

- 7.2 **USIC'S TOTAL LIABILITY TO CUSTOMER UNDER THIS CONTRACT SHALL NOT EXCEED ONE TIMES THE ANNUAL CONTRACT VALUE DETERMINED BY THE TRAILING TWELVE-MONTH PERIOD.**
- 7.3 If Damage to Customer's Facilities is not Locator At Fault Damage or if Customer's Facilities are Unidentifiable Facilities or Unlocatable/Untonable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities. If USIC provides such support at the request of Customer or any representative of Customer (including but not limited to informal requests for assistance and formal litigation requests including document and testimony subpoenas from Customer's attorneys or third party claims administrators): (1) such support shall be provided by USIC at no additional cost if Customer has already paid a Damage Investigation Fee related to the incident; (2) Customer shall be invoiced for and agrees to pay a Damage Investigation Fee if one has not already been paid relating to the incident.
- 7.4 Customer agrees not to add USIC as a defendant or otherwise as a party to any litigation or arbitration Customer is pursuing against an Excavator or any other third party for any Damage to Customer's Facilities that was not, prior to initiation of such proceeding, determined to be a Locator At Fault Damage in accordance with this Contract. If Customer violates this provision and adds USIC in any such proceeding, Customer agrees that this provision gives USIC the right to seek immediate dismissal from such proceeding and indemnification for any fees and expenses associated with seeking such dismissal.
- 7.5 To the fullest extent allowed under applicable law, USIC shall not be liable for loss of profit or revenues, loss of use of equipment or systems, Interruption of Service, cost of replacement power, cost of capital, downtime costs, increased operating costs, administrative costs including TPA fees, and any special, consequential, incidental, indirect or punitive damages.
- 7.6 Each Customer and USIC (as an "Indemnifying Party") shall defend and indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, only to the extent caused by the fault of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint negligence, concurrent negligence, or otherwise by the fault of both Customer and USIC, the loss or expense shall be borne by each party in proportion to its degree of fault. The Indemnifying Party may retain counsel of its choosing, at its own expense. The Indemnified Party may retain separate or additional counsel as well, but the cost of such counsel shall be borne by the Indemnified Party. USIC has no obligation to defend or indemnify Customer for Third Party Claims resulting from Damages that are not caused by USIC's negligence fault nor shall USIC be required to defend or indemnify Customer for damages or Third-Party Claims relating to Unidentifiable Facilities, Unlocatable/Untonable Facilities or Third Party Claims that arise from the sole or partial fault, negligence, or willful misconduct of Customer, its agents or employees. Any party seeking defense and/or indemnity under this Section must provide notice to the other party as promptly as possible upon becoming aware of the incident for which defense and/or indemnity is being sought; failure to provide prompt notice waives the party's right to be an Indemnified Party under this Contract.

8. Price Revisions

- 8.1 At the beginning of each year subsequent to the Effective Date, the charges for Locate Services set forth on Exhibit A shall be increased annually by the greater of: (1) two and one half percent (2.5%); or (2) by a percentage that is equal to the percentage increase, if any, in the Consumer Price Index (as hereinafter defined), (latest published 12-month rolling data) from that last published on the first day of the immediately preceding quarter to that last published on the first day of the current quarter. The Consumer Price Index means the Consumer Price Index For All Urban Consumers-United States Average-All Items

(1982-84=100), published by The Bureau of Labor Statistics of the United States Department of Labor, or in the event of discontinuance of that index or substantial change in the formula by which that index is determined, then the published index most closely approximating that index as that index is determined as of the date of this Contract.

8.2 Fuel Surcharge

- 8.2.1 USIC will assess and invoice a monthly fuel surcharge per the schedule below, measured each calendar month. The Average Fuel Price per Gallon will be based on "U.S. Regular All Formulations Retail Gasoline Prices" (Monthly View) at https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMR_PTE_NUS_DPG&f=M. The corresponding surcharge amount will be multiplied by the quantity of billed Tickets ("Initial Charges" only, defined hereinafter) in the month. For example, if the average fuel price per gallon for a given month warranted a fuel surcharge, USIC would invoice the respective fuel surcharge against billable Tickets for that same month (1,000 Billable Tickets X \$0.30 Fuel Surcharge = \$300 total).

Average Fuel Price per Gallon	Fuel Surcharge per Billed Ticket (Initial Charges)
<\$4.000	No Surcharge
\$4.000 - \$4.499	\$0.15
\$4.500 - \$4.999	\$0.30
\$5.000 - \$5.499	\$0.45
\$5.500 - \$5.999	\$0.60
\$6.000 - \$6.499	\$0.75
\$6.500 - \$6.999	\$0.90
For each additional \$0.50 tier	Add \$0.15 from previous tier's surcharge amount

- 8.2.2 "Initial Charges" include but are not limited to Per Ticket, Emergency Normal Hours, Emergency After Hours, etc. Fuel surcharges will not be applied to incrementally billed units that result from extended time spent on a Ticket.
- 8.2.3 If surcharges are assessed, USIC reserves the right to include the fuel surcharges on Customer's standard invoice or on a separate invoice in a period following the close of the month.
- 8.2.4 Standard payment terms apply to stand-alone fuel surcharge invoices.
- 8.3 Intentionally Omitted.
- 8.4 Notwithstanding Section 8.1, USIC may, following the first Contract Year, adjust the prices for Locate Services set forth on Exhibit A upon reasonable justification and thirty (30) days' written notice to Customer. Unless Customer contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 13.1.
- 8.5 Additionally, USIC shall notify Customer if USIC becomes aware of any regulatory, judicial, or 811 process-related changes that affects the amount of time it takes USIC to provide Locate Services in response to Ticket(s), including but not limited to adjustment of the Ticket parameters or make-up. Subsequent to notification, USIC shall make an equitable adjustment to the prices for Locate Services set forth on Exhibit A upon reasonable justification and thirty (30) days' written notice to Customer. Unless Customer contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in USIC's notice. If Customer contests the basis for the price increase as provided above, the parties shall either negotiate a mutually agreeable resolution or resolve the dispute as provided in section 13.1.

9. Environmental Health and Safety Matters

- 9.1 Customer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.
- 9.2 Customer shall timely advise USIC, in writing, of all applicable Customer Site-specific health, safety, security, and environmental requirements and procedures, which shall include any instructions to USIC's personnel regarding Customer's safety practices. Without limiting Customer's obligations pursuant to Article 3 USIC may, from time-to-time, review and inspect applicable health, safety, security and environmental documentation, requirements and/or procedures at the Site.
- 9.3 Customer shall procure upon USIC's request regarding any high speed and/or high-density roadways which will require underground Locate Services to be performed, Work Zone Protection and/or Lane Closures as defined in the Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration. These notifications shall be provided prior to the Ticket's due date and result in specific joint Customer and USIC plans to achieve work zone protection. These situations may result in the Customer or USIC subcontracting such services in a timely manner such that USIC's workforce will be able to accomplish all other Statement of Work requirements for those notification Tickets, with no penalties for late completion. If USIC procures traffic control services, any such traffic services shall be billed as direct costs to the Customer.
- 9.4 Telecommunications Vault or Manhole Entry shall only be utilized for cable, fiber, and telecommunications Locating Services. USIC personnel are authorized to enter telecommunications manhole vaults only when a second person is onsite, but not inside the manhole vault, in a supporting safety role. No other type of Manhole Entry for any other utility shall be performed by USIC.
- 9.5 If, in USIC's reasonable opinion, the health, safety, or security of personnel at a Site may be imperiled by security risks, terrorist threats/acts, potential exposure to Hazardous Materials, or unsafe working conditions; USIC may: (1) evacuate some or all of its personnel from Site; (2) suspend performance of all or any part of the Contract; (3) remotely perform or supervise work; and/or (4) take any other action necessary to protect such personnel. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.
- 9.6 Operation of Customer's equipment is the responsibility of Customer. Customer shall not require or permit USIC's personnel to operate Customer's equipment at Site.
- 9.7 If available, Customer will make its Site medical facilities and resources available to USIC personnel who need medical attention.
- 9.8 USIC has no responsibility or liability for the pre-existing condition of Customer's equipment or the Site. Prior to USIC starting any work at Site, Customer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Customer's equipment or the Site that USIC may encounter while performing under this Contract. Customer shall disclose to USIC industrial hygiene and environmental monitoring data regarding conditions that may affect USIC's work or personnel at the Site. Customer shall keep USIC informed of changes in any such conditions.
- 9.9 USIC shall notify Customer if USIC becomes aware of: (i) conditions at the Site differing materially from those disclosed by Customer, (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in USIC's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made by USIC, with thirty (30) days' written notification to Customer of such adjustment.
- 9.10 Information Transfer: As referenced in OSHA 1910.269(a)(3) and (a)(4), before work begins, the appropriate Customer's Representative shall provide USIC access to the following information:

- 9.10.1 Existing characteristics and conditions of the Customer's installations that are related to the safety of the work to be performed;
 - 9.10.2 Information about the design and operation of the Customer's installations that USIC needs;
 - 9.10.3 Arc flash studies;
 - 9.10.4 Ground fault studies;
 - 9.10.5 Hand hole, manhole, and utility vault details; and
 - 9.10.6 Danger poles tagging
- 9.11 As referenced in OSHA 1910.269(a)(3), USIC shall ensure that each of its employees is instructed in hazardous conditions relevant to the work, and USIC shall advise the Customer of any hazardous conditions found before and during the work.
- 9.12 If USIC encounters Hazardous Materials in Customer's equipment or at the Site that require special handling or disposal, USIC is not obligated to continue work affected by the hazardous conditions. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that USIC's work under the Contract may safely proceed, and USIC shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in USIC's cost of, or time required for, performance of any part of the work. Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of USIC's work at the Site.
- 9.13 Customer shall indemnify USIC for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Customer's equipment or the Site prior to the commencement of USIC's work, (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than USIC.

10. Employment

- 10.1 USIC is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and do not to discriminate on the basis of sex, race, religion, color, national origin, age, disability, pregnancy, childbirth and related medical conditions, genetic information, military service, citizenship, veteran status, or any other basis protected by applicable federal, state or local law.

11. Insurance

- 11.1 USIC provides the following insurance coverage:

INSURANCE COVERAGE		LIMITS
Workers Compensation		Statutory Limit
Employers' Liability		
	Each Accident	\$1,000,000
	Disease, Policy Limit	\$1,000,000
	Disease, Each Employee	\$1,000,000
Comprehensive General Liability		
	Each Occurrence	\$2,000,000
	(bodily injury, advertising injury, personal injury and advertising injury)	
	General Aggregate	\$8,000,000
	Products Completed Operations Aggregate	\$8,000,000
	Medical Limits	Not Covered
	Damages to Premises Rented to You Limit	\$1,000,000

Automobile Liability CSL	\$5,000,000
Cyber	\$5,000,000

12. USIC Work Product

- 12.1 Notwithstanding any other clause of this Contract, Customer shall have no rights or interests in USIC Work Product. All right, title and interest in and to USIC Work Product shall be and shall remain the sole property of USIC or [its third-party vendors or subcontractors.

13. Dispute Resolution

- 13.1 The parties agree that any dispute, controversy, or claim arising out of or related to this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Section 13.
- 13.2 Prior to initiating litigation of a dispute under this Contract, the party will first informally attempt to resolve the dispute with the other party by seeking a meeting with the appropriate higher management representative(s) of the other party via written notice. Such meeting shall be held within twenty (20) business days after the giving of notice. All negotiations and resolutions pursuant to this Section 13.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. If the dispute is not resolved within thirty (30) business days after such meeting is requested, or such later date as may be mutually agreed, either party may pursue formal resolution as set forth below.
- 13.3 If a dispute has not been resolved by negotiation pursuant to Section 13.2 or if the Parties failed to meet for the first time within twenty (20) days of a party requesting a negotiation meeting pursuant to Section 13.2, then either Party may initiate litigation for disputes. Either Party shall have the right, in its discretion, to include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in any litigation.

14. Non-Solicitation

- 14.1 Customer agrees that during the term of this Contract and for a period of twelve (12) months thereafter, Customer will not hire or solicit for hire any employee of USIC who has been employed by USIC within the last six (6) months. The only exception to this provision shall be a publicly posted position by Customer, to which a USIC employee responds seeking employment without first having been solicited by Customer.

15. Force Majeure

- 15.1 Neither party shall be deemed to be in default of this Contract to the extent that any failure, delay, or substantial hindrance to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and without its fault or negligence, such as:
- 15.1.1 strikes, lock-outs or other industrial disputes at a national level or by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works;
 - 15.1.2 embargoes, riot, war, hostilities, acts of terrorism, civil war, rebellion, requisition or compulsory acquisition by any governmental or competent authority;
 - 15.1.3 pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - 15.1.4 acts of God, earthquakes, flood, storm, hurricane, fire, sinkholes, unusually severe weather conditions or strikes or other physical natural disaster;
 - 15.1.5 pandemics, epidemics and quarantine or governmental action related to such;
 - 15.1.6 compliance with any law or governmental order, rule, regulation or direction;
 - 15.1.7 theft, burglary or malicious acts of third parties; and
 - 15.1.8 any other events including emergencies and non-emergencies that meet the above-stated standards or force majeure as defined by applicable state law.

- 15.2 If USIC claims that it is prevented, delayed, or substantially hindered from performing its obligations delayed by such a cause, it shall promptly notify Customer, and Customer shall be entitled to obtain replacement Locate Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.

16. Contract Choice of Law, Modification, and Assignment

- 16.1 With respect to any dispute regarding liability for or the scope of Repair Costs associated with a Damage to Customer's Facilities, both parties agree to utilize the laws and venue of the state where the Locate Services are performed.
- 16.2 With respect to any dispute regarding the interpretation or enforceability of this Agreement or any provision(s) of this Agreement, the parties agree that: (1) Illinois law shall apply, regardless of any state's law on choice of law; and (2) such disputes shall be litigated exclusively in state court in Macon County, Illinois or, if jurisdiction permits, in the United States District Court for the Central District of Illinois, and the parties waive any objection to litigating in such venues.
- 16.3 This Contract may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Contract" shall include any such future amendments or modifications.
- 16.4 Customer may not assign, delegate, or otherwise transfer its rights or obligations under this Contract, voluntarily or involuntarily, whether by merger, consolidation, dissolution, affiliation, operation of law, or any other manner, without at least sixty (60) days' advance notice and the prior written consent of USIC.

17. Contract Entirety

- 17.1 This Contract shall constitute the entire contract between the parties with respect to the subject matter of this Contract. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Contract, and acknowledge receipt of a signed, true exact copy of this Contract.

18. Severability Clause

- 18.1 The parties expressly agree that if any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

19. Acknowledgement of Understanding

- 19.1 Customer and USIC each hereby certify and represent that they have carefully read and fully understand all of the provisions and effects of this Contract, and that they each have consulted or had the opportunity to consult with an attorney with respect to all aspects of this Contract and the meaning and effect hereof. Customer and USIC each acknowledge that they are entering into this Contract knowingly and voluntarily, and that the other party has not made any representations concerning the terms and effects of this Contract other than those contained herein.
- 19.2 In any construction of the Contract, the provisions shall be considered joint work product and shall not be construed for, or against, any party, but shall be construed according to their plain meaning without any presumptions against a drafter in the event of any ambiguity. Each party represents and warrants that it has such knowledge, sophistication, and experience in business and financial matters as to be capable of evaluating the merits and risks of, and protecting such party's own interests in connection with, the transactions contemplated by this Contract.

20. Counterparts

- 20.1 This Contract may be executed in several counterparts, each of which shall be an original and facsimile/pdf as against any party that signed it, and all of which shall constitute one and the same document. Further, a facsimile and/or pdf shall be an original as and against any party that signed it.

21. Contract Notification

- 21.1 Any notice, consent or other communication given under this Contract shall be in writing (unless otherwise specified in this Contract as permitting oral or verbal communication) and delivered to the below authorized representative of each party, specifying the subject matter and any other persons at USIC or Customer who should be notified of the notice, consent, or other communication. Notice shall be effective on the date when sent via email or, if delivered via certified mail, such notice shall be effective five (5) days after the date of mailing thereof.

21.1.1 USIC authorized representative:

USIC Locating Services, LLC
Attn: Contracts
9045 River Road, Suite 200
Indianapolis, IN 46240
contracts@usicllc.com

21.1.2 Customer authorized representative:

City of Decatur, IL
Attn: City Engineer
1 Gary Anderson Plaza
Decatur, IL 62523
capitalprojects@decaturil.gov

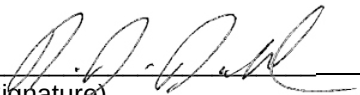
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

City of Decatur, IL

USIC Locating Services, LLC

By: _____
(Signature)

By: _____
(Signature)

(Please print)

Dane Dodd
(Please print)

Title: _____

Title: Executive Vice President, Sales and AIS

Date 11/5/2024

Exhibit A

USIC Locating Services, LLC shall provide Services:

In the State of Illinois.

Member Codes (state One Call CDC or Customer Description Codes): **DECT0A**

USIC Locating Services, LLC Pricing:

\$26.98	Per Ticket Received from One Call
\$18.25	Per Quarter Hour after the First 30 Minutes of Locating
\$61.96	Per Emergency During Normal Business Hours
\$95.85	Per Emergency Ticket After Business Hours
\$275.00	Per Damage Investigation (Locator Not At-Fault Only)

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Agreement	Backup Material

ECONOMIC & COMMUNITY DEVELOPMENT MEMORANDUM
No. 24-20

November 18, 2024

TO: Mayor Julie Moore-Wolfe and City Council Members

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

SUBJECT: Authorization accepting FY24 HOME Investment Partnership funds (HOME) Agreement

RECOMMENDATION: Staff recommend accepting the FY24 agreement for HOME Investment Partnership funds (HOME). The U. S. Department of Housing and Urban Development reviewed and approved the City’s FY24 Annual Action Plan. This year’s allocation includes \$1,303,056 in Community Development Block Grant (CDBG) funds and \$372,081.63 in HOME funds.

BACKGROUND: In accordance with the guidelines set forth by the U. S. Department of Housing and Urban Development (HUD), the Neighborhood Revitalization Division develops an Annual Action Plan. The Annual Action Plan describes funding allocations for fiscal year 2024 along with strategic implementation of the priorities identified in the City’s Five Year FY2020-2024 Consolidated Plan. The FY24 Community Development Block Grant agreement has not been released by HUD and will be forwarded to the City Council as soon as it is received. The City Council reviewed and approved the CDBG and HOME funding during the adoption of the FY24 budget.

The final approved Action Plan is available for review on the City’s website.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

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

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

BUDGET/TIME IMPLICATIONS: None

**RESOLUTION AUTHORIZING AGREEMENT WITH U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
HOME INVESTMENT PARTNERSHIP FUNDS (HOME) FY2024**

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

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

WHEREAS the Mayor and City Council agree, accepting these grants are in the best interests of the City of Decatur.

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

Section 1. That the allocation of \$372,081.63 in HOME funds as outlined in the FY24 Action Plan be, hereby approved, adopted and placed on file.

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

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

PRESENTED AND ADOPTED this November 18, 2024.

JULIE MOORE-WOLFE, MAYOR

ATTEST:

CITY CLERK

**Funding Approval and HOME
Investment Partnerships Agreement****Title II of the National Affordable Housing Act**

Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name (must match the name associated with 3b.) and Address City of Decatur 1 Gary K. Anderson Plaza Decatur, IL 62523-1005		2. Grant Number (Federal Award Identification Number (FAIN)) M24-MC170203	
		3a. Tax Identification Number 376001308	3b. Unique Entity Identifier (formerly DUNS) HCL3MP6L8XV5
		4. Appropriation Number 86 4/7 0205	5. Budget Period Start and End Date FY 2024 through FY 2032
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds		\$	
7. Budget Approved by the Federal Awarding Agency/Current Transaction (+ or -)			\$372,081.63
a. Formula Funds		\$372,081.63	
1. CHDO (For deobligations only)		\$	
2. Non- CHDO (For deobligations only)		\$	
8. Revised Obligation			\$
a. Formula Funds		\$	
9. Special Conditions (check applicable box) ☐ Not applicable ☒ Attached		10. Federal Award Date (HUD Official's Signature Date) (mm/dd/yyyy) 9/12/2024	
11. Indirect Cost Rate* See Addendum		12. Period of Performance Start and End Date Date in Box #10 - 09/30/2033	

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments.

The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee must complete the Addendum to Agreement Grantee Indirect Cost Rate(s) (Addendum) and return it to HUD with this Agreement. The Addendum will be incorporated into and made part of this Agreement, if, and only if, the rate information provided by Grantee in the Addendum is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 6th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The Grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001) [2023-05698.pdf \(govinfo.gov\)](https://www.federalregister.gov/documents/2023/05/06/2023-05698/pdf), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections: Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must reports such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee- as well as personal services contractor- who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Donald G. Kathan, CPD Director	14. Signature  DONALD G. KATHAN	15. Date 9/12/2024
16. For the Grantee (Name and Title of Authorized Official)	17. Signature	18. Date / /

☒ Initial Agreement

☐ Amendment #

20. Funding Information: *HOME*

Source of Funds	Appropriation Code	PAS Code	Amount
2024	86 4/7 0205	HMF (N)	\$371,666.43
2023	86 3/6 0205	HMF (M)	\$ 415.20

Grantee Indirect Cost Rate(s)

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

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

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

Instructions for the Grantee’s Authorized Representative:

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

Name of Authorized Official:

Signature:

X

Date (mm/dd/yyyy):

//

Title:

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

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

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

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

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

General Instructions: This Agreement is used for one of three purposes: 1) the initial Agreement between HUD and the Participating Jurisdiction (PJ) that obligates HOME formula funds; 2) the initial Agreement between HUD and the PJ/entity that obligates Community Housing Development Organization (CHDO) competitive reallocation funds; 3) the amendment to the Agreement that deobligates an amount of a PJ/entity's HOME funds previously obligated because of a reduction of funds by HUD.

For all initial Agreements - The Agreement (HUD-40093) must have an original or electronic signature by the appropriate HUD official, who is usually the Community Planning and Development (CPD) Director in the Field Office. After the HUD official signs the Agreement, it must be sent to the jurisdiction (or entity) for signature. The jurisdiction (or entity) must sign or electronically sign the Agreement and should retain a copy for its records. The jurisdiction (or entity) must return the signed Agreement to the HUD Field Office. The HUD Field Office must forward the executed Agreement to the CFO National Accounting Center for recording and retain a copy for the Field Office files.

For amendments to the Agreement that deobligate funds because of a reduction by HUD - after notification from the Headquarters' Office of Affordable Housing (OAHP) to proceed, the Agreement (HUD-40093) must be signed or electronically signed by the appropriate HUD official, who is usually the CPD Director in the Field Office. **It is not** necessary to have the jurisdiction sign the form. (Also, please See #8 below) The Field Office should send one copy to the jurisdiction (or entity) for its records. Forward the HUD signed amendment to the CFO National Accounting Center to initiate the deobligation. Email a copy to Headquarters, OAHP, Financial and Information Services Division so that Headquarters can track the deobligation. Retain a copy for the Field Office files.

1. **Participant Name and Address.** The participating jurisdiction's (or entity's) name and address as shown in Box 4 of Standard Form 424.
2. **Grant Number.** The applicable grant number assigned by the HUD for the PJ/entity that corresponds to the fiscal year source of funds for this transaction.
- 3a. **Tax Identification Number. Enter the Tax (Employer).** Identification Number (TIN) shown in Box 8b of Standard Form 424. For jurisdictions (or entities) that are already participating in the HOME Program, this must be the TIN associated

with the jurisdiction (or entity) for the HOME Program.

- 3b. **Unique Entity Identifier.** The identifier required for SAM registration to uniquely identify business entities shown in Box 8c of Standard Form 424 (formerly known as DUNS). For jurisdictions (or entities) that are already participating in the HOME Program, this must be the Unique Entity Identifier associated with the jurisdiction (or entity) for the HOME Program.
4. **Appropriation Number.** The Appropriation Number from the HUD-185 sub-assigning funds for the Fiscal Year source of funds for this transaction.
5. **Budget Start and End Date.** Indicate the fiscal years of funds for this transaction.
6. **Previous Obligation.** Enter the total amount of funds that have been previously obligated for this participant for this FY source of funds.
 - a. **Formula Funds.** Enter the total amount of formula funds previously obligated to the participant. If this is the funding approval form for the participant's initial allocation for the fiscal year, the amount will be "0". If this is a funding approval form for reallocating or deobligating funds, enter the amount from Box 7 of the previously submitted form HUD-40093 for the FY identified in Box 5.
 - b. **Community Housing Development Organization (CHDO) Competitive Reallocation.** Enter the amount of funds previously obligated to the PJ/entity by competition for CHDOs. If this is a funding approval form for reallocating or deobligating funds previously allocated by competition for CHDOs, enter the amount from Box 7 of the previously submitted form HUD-40093 for the FY identified in Box 5.
7. **Current Transaction.** Enter the total amount of funds for this action. Indicate a deobligation either by placing parentheses around the amount deobligated or a minus sign before the amount deobligated.
 - a. **Formula Funds.** Of the amount indicated in Box 7, indicate the amount that is for formula funds. If this is a formula fund deobligation, show the distribution of that amount of funds in Box 7a.1 CHDO funds and/or Box 7a.2 non-CHDO funds.
 1. **CHDO.** Of the amount indicated in Box 7a, indicate the amount that is CHDO funds. If none, enter "0." Note: If this is a CHDO competitive reallocation, enter the amount in 7b.

Instructions for Completing the Funding Approval and HOME Investment Partnerships Agreement

-
- 2. Non-CHDO.** Of the amount indicated in Box 7a, indicate the amount that is Non-CHDO funds. If none, enter "0."
- b. CHDO Competitive Reallocation or Deobligation.** Of the amount indicated in Box 7, indicate the amount that is reallocated or deobligated from the CHDO competition funds.
- 8. Revised Obligation.** Enter the total amount of funds available to the jurisdiction (or entity) after this transaction (Box 6 plus/minus Box 7). Most grants have several source years of funds, therefore, the funding information in #20 must be filled out with the applicable source year of funds and amounts to be deobligated.
- a. Formula Funds.** Enter the total amount of formula funds available to the participating jurisdiction after this transaction (Box 6a plus/minus Box 7a).
- b. CHDO Competitive Reallocation.** Enter the total amount of funds available to the PJ/entity as a competitive reallocation for CHDOs after this transaction (Box 6b plus/minus Box 7b).
- 9. Special Conditions.** If applicable, check the box and attach any special conditions that are part of the Agreement.
- 10. Federal Award Date.** This is the date of obligation which is the **initial date of the HUD Authorized Official's signature** (Box 15) This date of the initial obligation does not change regardless of the Agreement being amended for a deobligation because of a reduction by HUD.
- 11. Indirect Cost Rate.** If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, complete the Addendum to Agreement Grantee (Indirect Cost Rate(s), including the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414(f)), and the direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTCD)). If the rate information provided by Recipient in the Addendum is consistent with the applicable requirements in 2 CFR Part 200, the Addendum will be incorporated into and made part of the Agreement. The Recipient also shall provide HUD with a revised schedule if changes occur, and shall become incorporated herein upon HUD's amendment to the Agreement. If there are more than four agencies/departments carrying out activities with the Funding Assistance, attach a list with the additional agencies/departments that will carry out activities with the Funding Assistance. Do not include indirect cost rates for subrecipients.
- 12. Period of Performance.** Performance begins on the **initial date of the HUD Authorized Official's signature** (Box 15 and Box 10) and ends on September 30th¹ of the 6th fiscal year after the expiration of the period of availability for obligation.
- 13. For the U.S. Department of HUD (Name and Title of Authorized Official).** Enter the name and title of the HUD official who is authorized to sign the Agreement on behalf of HUD. This is usually the Field Office CPD Director.
- 14. Signature.** The authorized HUD official signs the Agreement here.
- 15. Date.** Enter the date the authorized HUD official signed the form. In the case of initial agreements. This is also the same date as the **Federal Award Date**, date of obligation (Box 10).
- 16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Office).** Enter the name and title of the official authorized to sign on behalf of the participating jurisdiction/entity. This is not required if the Agreement is being amended for a deobligation because of a reduction by HUD.
- 17. Signature of PJ/Entity Official.** The PJ/entity official signs the Agreement here. This is not required if the Agreement is being amended for a deobligation because of a reduction by HUD.
- 18. Date.** Enter the date the PJ/Entity official signs the Agreement. This is not required if the Agreement is being amended for a deobligation because of a reduction by HUD.
-

Instructions for Completing the Funding Approval and HOME Investment Partnerships Agreement

19. Type of Agreement. Check either Initial Agreement or Amendment #. If an amendment, indicate the amendment number.

20. Funding Information. For each source year of funding, the following information is provided: Source year of Funds, Appropriation Code, PAS Code (with fiscal year indicator code), and amount.

SUBJECT: Amending Planned Development District and Rezoning Property from R-2 Single Family Residence District to PD Planned Development Located at 3350 and 3236 North MacArthur Road

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Ordinance	Ordinance
PC Staff Report	Backup Material
PC Minutes	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 24-21

November 11, 2024

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Cordaryl “Pat” Patrick, Director of Economic & Community Development

SUBJECT: Amending Planned Development District and Rezoning Property from R-2 Single Family Residence District to PD Planned Development Located at 3350 and 3236 North MacArthur Road

SUMMARY RECOMMENDATION: Staff recommends approval of the Ordinance amending the PD Planned Development District and rezoning the property at 3236 North MacArthur Road. The proposed amendment to the PD is consistent with the character of the surrounding neighborhood and general area. It is also consistent with the intent of the originally approved PD.

The City Plan Commission voted 4-0 with two recusals to recommend approval of the petition at the November 07, 2024 meeting. The minutes of the meeting are attached.

BACKGROUND: The petitioner proposes to amend and expand their PD to add the lot to the south at 3236 North MacArthur Road and keep the garage and shed on the lot after the house has been demolished. According to the City of Decatur’s Zoning Ordinance you cannot have accessory structures on a lot without having a main structure.

On August 7, 2008, the City Plan Commission voted 8-0 to approve the rezoning from R-1 and R-2 Single Family Residence District to PD Planned Development District for 3350 North MacArthur Road. The petition was approved by City Council by a 7-0 vote on August 18, 2011.

The petitioner proposed the PD to allow for additional parking as well as mixed use on the site. The mixed use consisted of a Place of Worship, a Coffee Shop located in the Church, and a residential structure/use on premise.

For further details, please refer to the attached Plan Commission staff report.

POTENTIAL OBJECTION: There were no objectors present at the Plan Commission meeting.

INPUT FROM OTHER SOURCES: The proposed amended PD Site Plan has been reviewed and approved by Planning and Public Works Staff.

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl Patrick (cpatrick@decaturil.gov).

BUDGET/TIME IMPLICATIONS: N/A

ORDINANCE NO. _____

**ORDINANCE AMENDING PD PLANNED DEVELOPMENT DISTRICT AND
REZONING PROPERTY FROM R-2 SINGLE FAMILY RESIDENCE DISTRICT
TO PD PLANNED DEVELOPMENT LOCATED AT
- 3350 AND 3236 NORTH MACARTHUR ROAD-**

WHEREAS, on the 7th day of November 2024, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of First Christian Church to amend the PD Planned Development District and rezone the premises at 3236 North MacArthur Road legally described as:

THE NORTH 1 ACRE OF THE SOUTH 2 ACRES OF THE FOLLOWING DESCRIBED TRACT: BEGINNING AT A POINT 859.06 FEET SOUTH OF THE CENTER OF SECTION 34, T.17N., R.2E., OF THE 3rd P.M.; THENCE SOUTH 297.66 FEET, THENCE EAST 658.34 FEET, THENCE NORTH 297.66 FEET, THENCE WEST TO THE PLACE OF BEGINNING. (EXCEPT THE EAST 330 FEET THEREOF.) SITUATED IN MACON COUNTY, ILLINOIS.

Parcel ID: 07-07-34-403-040

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

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

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

Section 2. That the aforesaid Planned Development be, and the same is hereby, modified and amended, and petitioner be, and it is hereby, authorized and permitted to develop the premises described above in accordance with the site plan hereto attached, marked Exhibit A and hereby made a part hereof.

Section 3. That except as modified by the provisions hereof, the heretofore ordained Planned Development, and the provisions of ordinances relating thereto as heretofore amended and modified remain in full force and effect and the same remain subject to all the conditions, limitations and restrictions set out in the ordinance aforesaid and the respective modifications and amendments thereto.

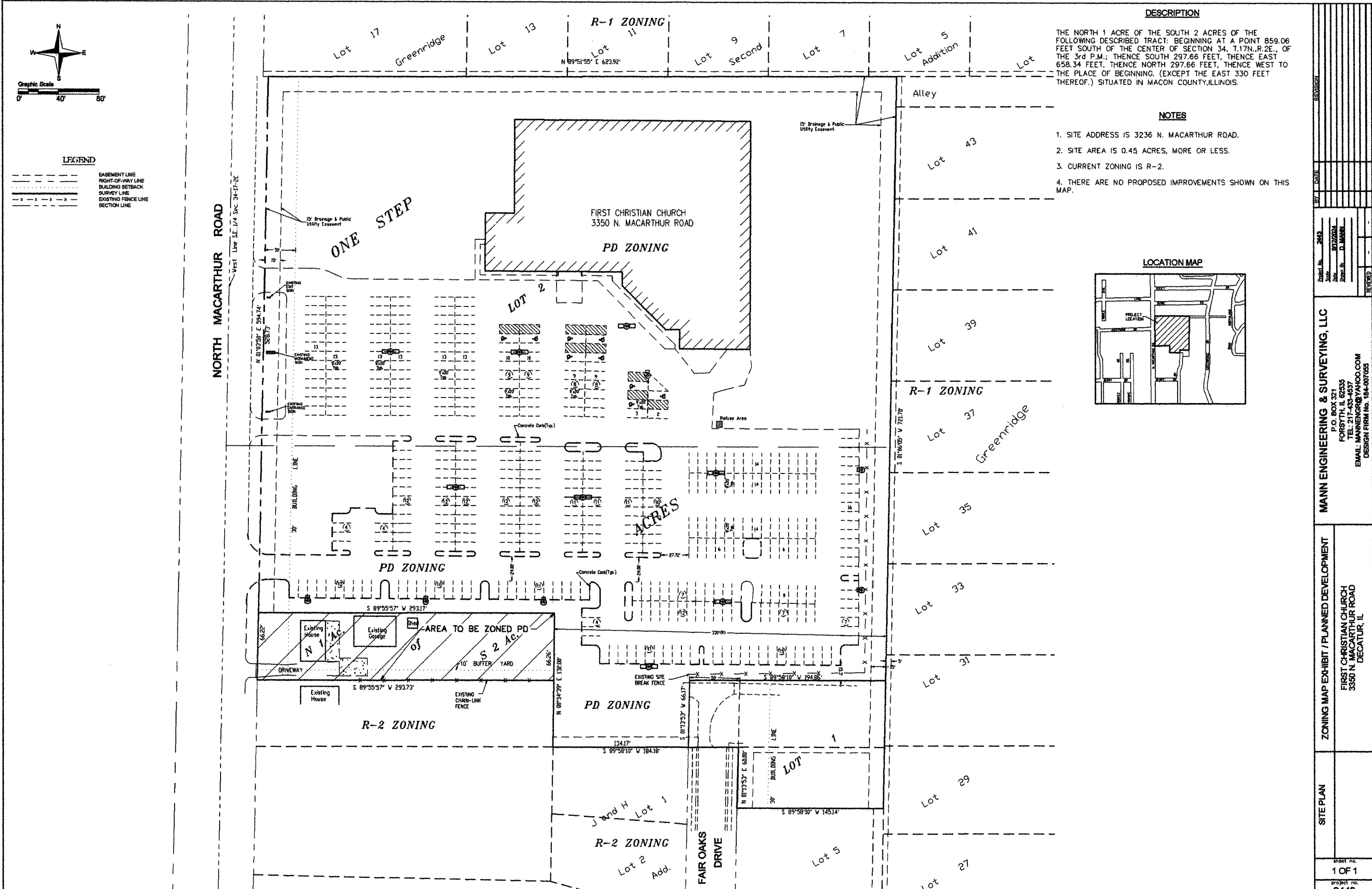
PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of November 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

EXHIBIT A





STAFF REPORT

Decatur City Plan Commission

Hearing Date November 7, 2024
Case No. 24-23
Property Location 3350 and 3236 North MacArthur Road
Request Amendment of PD Planned Development District.
Petitioner First Christian Church

BACKGROUND

On August 7, 2008, the City Plan Commission voted 8-0 to approve the rezoning from R-1 and R-2 Single Family Residence District to PD Planned Development District for 3350 North MacArthur Road. The petition was approved by City Council by a 7-0 vote on August 18, 2011.

The petitioner proposed to rezone to PD to allow for additional parking as well as mixed use on the site. The mixed use consisted of a Place of Worship, a Coffee Shop located in the Church, and a residential structure/use on premise.

The PD was amended again to allow for a sign with an electronic message unit (EMU). The sign was to be a monument style with stone covering the structure. The sign is 45.25 square feet in total area and nine (9) feet seven (7) inches in height. The City Plan Commission voted 6-0 on September 1, 2011, to approve the amendment. City Council voted on September 19, 2011, to approve the amendment with a 6-0 vote.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Single-Family Residence	R-2	Residential - Low Density
North	First Christian Church	PD	Institutional
South	Single-Family Residence	R-2	Residential - Low Density
East	First Christian Church	PD	Institutional
West	Single-Family Residence	R-1	Residential - Low Density

PROJECT DESCRIPTION

The petitioner proposes to amend and expand their PD to add the lot to the south at 3236 North MacArthur Road and keep the garage and shed on the lot after the house has been demolished. According to the City of Decatur's Zoning Ordinance you cannot have accessory structures on a lot without having a main structure.

STAFF ANALYSIS

The proposed amendment to the PD is consistent with the character of the surrounding neighborhood and general area. It is also consistent with the intent of the originally approved PD.

The Macon County and Decatur Comprehensive Plan shows this area as Residential-Low Density and Institutional. The amendment to the PD zoning would be compatible and consistent with the surrounding zoning and uses.

STAFF RECOMMENDATION

Staff recommends approval of the amendment to the PD Planned Development District request.

PLAN COMMISSION ACTION

Section XIX.G.2. requires the Plan Commission to hold a public hearing to review the Plan Development plan and report its findings concerning the effect on the comprehensive plan and compliance with the standards of review to the City Council for a final decision. A motion to forward Case No. 24-23 to the City Council by the Plan Commission with a recommendation is warranted.

This report constitutes the testimony and recommendation of the Planning and Development Division, Economic and Community Development Department, City of Decatur.

Joselyn Stewart
Senior Transportation and Land Use Planner

ATTACHMENTS

1. Petition
2. Location Map
3. Site Plan



City of Decatur, Illinois

PETITION FOR REZONING

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

Economic and Urban Development Department
One Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

424-2793
FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	First Christian Church				
Address	3350 N. Macarthur Road				
City	Decatur	State	IL	Zip	62526
Telephone	217-875-3350	Fax		E-mail	dreinbold@firstdecatur.
Property Owner	First Christian Church				
Address	3350 N. Macarthur Road				
City	Decatur	State	IL	Zip	62526
Telephone	217-875-3350	Fax		E-mail	
Representative	Mann Engineering & Surveying				
Address	P.O. Box 321				
City	Forsyth	State	IL	Zip	62535
Telephone	217-433-4537	Fax		E-mail	mannengr@yahoo.com

SECTION TWO: SITE INFORMATION

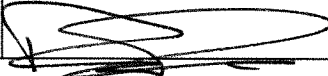
Street Address	3236 N. Macarthur Road					
Legal Description	THE NORTH 1 ACRE OF THE SOUTH 2 ACRES OF THE FOLLOWING DESCRIBED TRACT: BEGINNING AT A POINT 859.06 FEET SOUTH OF THE CENTER OF SECTION 34, T.17N., R.2E., OF THE 3rd P.M.; THENCE SOUTH 297.66 FEET, THENCE EAST 658.34 FEET, THENCE NORTH 297.66 FEET, THENCE WEST TO THE PLACE OF BEGINNING. (EXCEPT THE EAST 330 FEET THEREOF) SITUATED IN MACON COUNTY, ILLINOIS					
Present Zoning	☐ R-1	☒ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☐ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						House, Garage, Shed, Driveway
Size of Tract	0.45	☐ SF	☒ AC			

SECTION THREE: REQUESTED ACTION

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

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
Rezoning the parcel to PD will allow for future church improvements.	

SECTION FOUR: JUSTIFICATION
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):
The existing church property is zoned PD.

SECTION FIVE: CERTIFICATION			
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.		
Petitioner's Signature		Date	9/10/2024

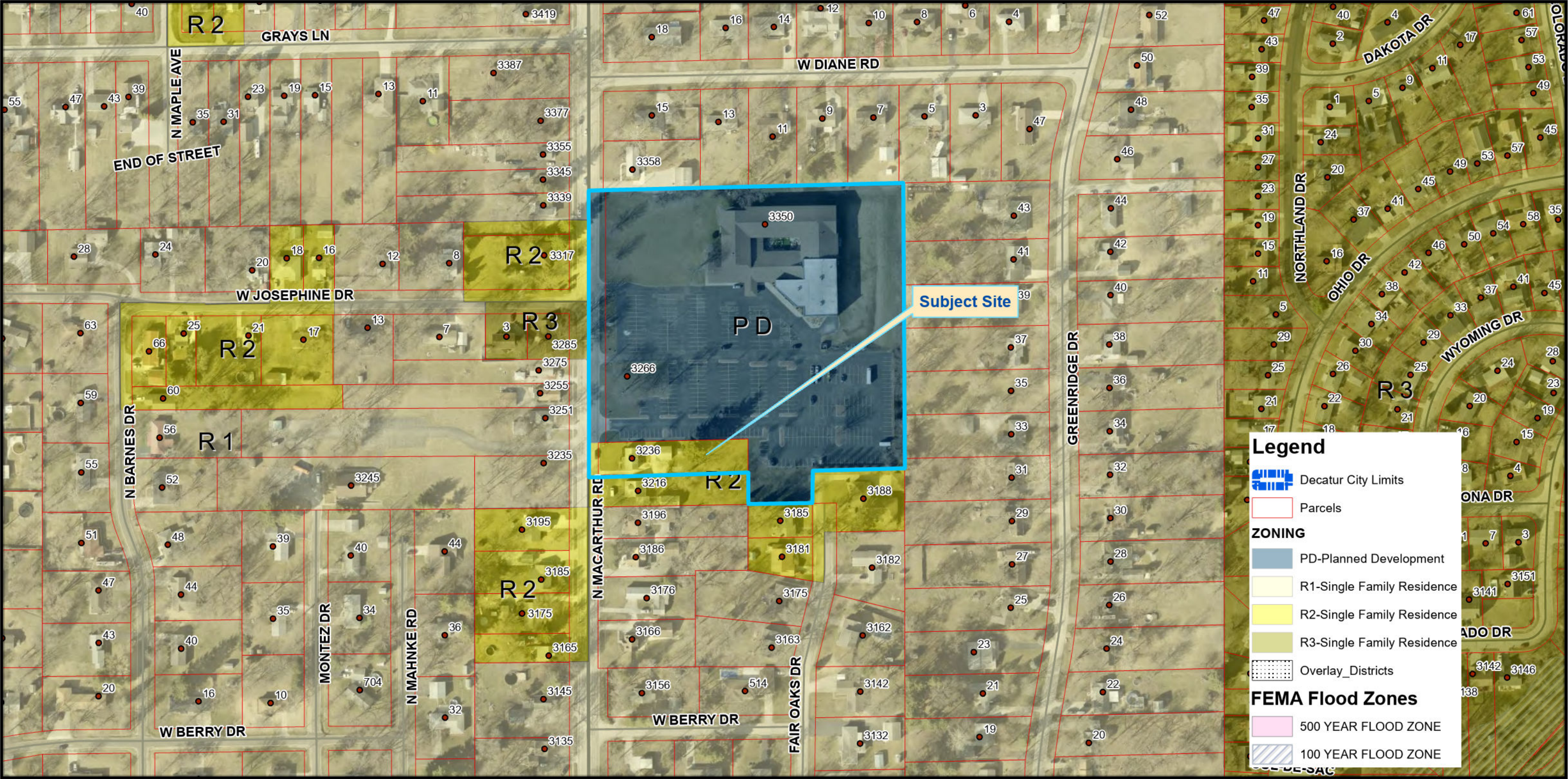
NOTES:	
1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees. 2. Signature of this petition grants permission to City staff to place a sign,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

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

THE NORTH 1 ACRE OF THE SOUTH 2 ACRES OF THE FOLLOWING DESCRIBED TRACT:
BEGINNING AT A POINT 859.06 FEET SOUTH OF THE CENTER OF SECTION 34, T.17N., R.2E., OF
THE 3rd P.M.; THENCE SOUTH 297.66 FEET, THENCE EAST 658.34 FEET, THENCE NORTH 297.66
FEET, THENCE WEST TO THE PLACE OF BEGINNING. (EXCEPT THE EAST 330 FEET THEREOF.)
SITUATED IN MACON COUNTY, ILLINOIS.

City of Decatur Plan Commission
3236 and 3350 North MacArthur Road



Case No: 24-23
Date: November 07, 2024
Petition of: First Christian Church
Requested Action: Amend the PD Planned Development District



Excerpts from Plan Commission Meeting of November 07, 2024:

Case No. 24-23 Petition of FIRST CHRISTIAN CHURCH to amend the PD Planned Development District located at 3350 and 3236 NORTH MACARTHUR ROAD.

It was moved and seconded (Bobby Garner/James Oliver) to forward Case No. 24-23 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Upon call of the roll, Commission members A.G. Webber, Bobby Garner, Maurice Payne, James Oliver voted aye. Matt Naber and Jim Schwarz recused due to being members of the church. Motion carried.

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
List of Properties to be Demolished	Exhibit

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 24-19

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: November 18, 2024

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 seventeen (17) 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

1557 W. Center	1004 N. Church	550 E. Division
538 N. Dunham	252 E. Grand	728 W. Grand
939 W. Green	632 S. Jasper	629 W. Macon
1357 N. Monroe	1019 E. North	1449 N. Oakland
1365 E. Sedgwick	1181 W. Sunset	1264 N. Union
1465 N. Union	804 W. Wood	

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 18th day of November, 2024.

Julie Moore Wolfe, Mayor

ATTEST: _____
Kim Althoff, City Clerk

Council Memo November 18, 2024

Resolution Authorizing Actions Regarding Unsafe Structures

1557 W. Center: This property was posted as Unfit for Human Habitation in May of 2024. This property lacks active utilities and has several code violations including holes throughout the roof.

1004 N. Church: This property was posted as Unfit for Human Habitation in October of 2024. This property has severe fire damage and lacks active utilities.

550 E. Division: This property was posted as Unfit for Human Habitation in August of 2024. This property lacks active utilities and has several code violations.

538 N. Dunham: This property was posted as Unfit for Human Habitation in July of 2024. This property lacks utilities and has several code violations.

252 E. Grand: This property was posted as Unfit for Human Habitation in September of 2024. This property lacks utilities and has several code violations.

728 W. Grand: This property was posted as Unfit for Human Habitation in September of 2024. This property lacks utilities and has several code violations.

939 W. Green: This property was posted as Unfit for Human Habitation in August of 2024. This property has severe fire damage and lacks active utilities.

632 S. Jasper: This property was posted as Unfit for Human Habitation in October of 2024. This property lacks active utilities and has several code violations.

629 W. Macon: This property was posted as Unfit for Human Habitation in October of 2024. This property lacks active utilities and has several code violations.

1357 N. Monroe: This property was posted as Unfit for Human Habitation in September of 2024. This property lacks active utilities and has several code violations.

1019 E. North: This property was posted as Unfit for Human Habitation in September of 2024. This property lacks active utilities and has several code violations.

1449 N. Oakland: This property was posted as Unfit for Human Habitation in October of 2024. This property lacks active utilities and has several code violations.

1365 E. Sedgwick: This property was posted as Unfit for Human Habitation in September of 2024. This property lacks active utilities and has several code violations.

1181 W. Sunset: This property was posted as Unfit for Human Habitation in August of 2024. This property has severe fire damage and lacks active utilities.

1264 N. Union: This property was posted as Unfit for Human Habitation in September of 2024. This property has severe foundation damage and lacks active utilities.

1465 N. Union: This property was posted as Unfit for Human Habitation in October of 2024. This property lacks active utilities and has several code violations.

804 W. Wood: This property was posted as Unfit for Human Habitation in August of 2024. This property lacks active utilities and has several code violations.

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description

Type

City Plan Commission Minutes of
September 5, 2024

Backup Material

**MINUTES OF THE MEETING
OF THE
DECATUR CITY PLAN COMMISSION**

Thursday, September 5, 2024
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The September 5, 2024, meeting of the Decatur City Plan Commission was called to order at 3:01 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairwoman Susie Peck who determined a quorum was present.

Members Present: A.G Webber, Matt Naber, Bobby Garner, Jim Schwarz, Andrew Taylor, Josh Prasun, James Oliver, Susie Peck

Members Absent: Maurice Payne

Staff Present: Joselyn Stewart, Chanina Veal, Greg Crowe, Marissa Weybright, Amanda Wiese

II. Approval of Minutes of the July 11, 2024, City Plan Commission Meeting

It was moved and seconded (Jim Schwarz/A.G. Webber) to approve the minutes of the July 11, 2024, meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

A. Case No. 24-16 Petition of MERVIS RECYCLING to vacate the 1300 BLOCK OF NORTH 23RD STREET, ALLEY SOUTH OF EAST LOCUST STREET BETWEEN 22ND STREET AND 23RD STREET AND THE SOUTH HALF OF THE 1300 BLOCK OF NORTH 24TH AND NORTH 27TH STREET Right-of-Way.

It was moved and seconded (Matt Naber/Andrew Taylor) to forward Case No. 24-16 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Upon call of the roll, Commission members A.G Webber, Matt Naber, Bobby Garner, Jim Schwarz, Andrew Taylor, Josh Prasun, James Oliver, Susie Peck voted aye. Motion carried.

B. Case No. 24-20 Petition of FARES ALKABSH, to rezone the western portion of the property located at 2192 EAST WOOD STREET from R-3 Single Family Residence District to B-2 Commercial District.

It was moved and seconded (Jim Schwarz/Matt Naber) to forward Case No. 24-20 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Upon call of the roll, Commission members A.G Webber, Matt Naber, Bobby Garner, Jim Schwarz, Andrew Taylor, Josh Prasun, James Oliver, Susie Peck voted aye. Motion carried.

IV. Appearance of Citizens

No citizens expressed comments.

V. Comments and Information from Commission Members

Joselyn Stewart introduced Ms. Chanina Veal as the new Urban Land Use Planner Mrs. Stewart stated that Ms. Veal was from Detroit Michigan.

Mrs. Stewart also mentioned that the City was hosting a street festival regarding regional transportation planning and would like your feedback on the future of transportation for our region. Join us for some fun and share your ideas on the future of transportation for our region! The DUATS Street Festival is Tuesday, September 10, from 4:30 to 6:30 p.m. at the Decatur Public Library green space, on the corner of E. Prairie and M.L.K. Jr. Drive. If you are unable to make this date, please visit our website at www.decaturlil.gov and fill out the survey form.

VI. Adjournment

There being no further business, it was moved and seconded (Bobby Garner/Josh Prasun) to adjourn the meeting.

Upon call of the roll, Commission members A.G Webber, Matt Naber, Bobby Garner, Jim Schwarz, Andrew Taylor, Josh Prasun, James Oliver, Susie Peck voted aye.

Chairwoman Susie Peck declared the meeting adjourned at 3:13 P.M.


James Schwarz, Secretary, Decatur City Plan Commission

City Clerk

DATE: 11/13/2024

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Appointment - Zoning Board of Appeals

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Shawn Spain to the Zoning Board of Appeals.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Shawn Spain

Zoning Board of Appeals

9/1/2027

DATED this 18th day of November 2024.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2024-_____
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 18th day of November 2024.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent, I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 18th day of November 2024.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 11/14/2024

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Reappointments - Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board)

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of Bryan Mikeworth and Mike Sotiroff to the Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board)

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointments by the Mayor of the following named as members of the board or commission set opposite their respective name, to serve a term expiring upon the date set opposite their respective name or until their respective successor is appointed and qualified:

Bryan Mikeworth	Decatur Metropolitan Exposition Auditorium & Office Building Authority (DBA: Civic Center Board Authority)	10/27/2027
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Mike Sotiroff	Decatur Metropolitan Exposition Auditorium & Office Building Authority (DBA: Civic Center Board Authority)	10/27/2027
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DATED this 18th day of November 2024.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2024-_____
RESOLUTION APPROVING REAPPOINTMENTS

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

Section 1. That consent of the Council be, and it is hereby, given to the reappointments by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 18th day of November 2024.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent, I hereby reappoint the named in the foregoing request by you approved as therein requested.

DATED this 18th day of November 2024.

Julie Moore Wolfe, Mayor

Police Department

DATE: 11/4/2024

MEMO: 24-47

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Shane Brandel, Chief of Police

SUBJECT: Central Illinois Regional Dispatch Center (CIRDC) 2025 Invoice

SUMMARY RECOMMENDATION:

Approve by resolution the payment of the 2025 user fees for the Decatur Police Department and the Decatur Fire Department to the Central Illinois Regional Dispatch Center.

BACKGROUND:

On June 5, 2017, under Resolution 2017-76, the City Council approved the City of Decatur entering into an Intergovernmental Agreement with the Central Illinois Regional Dispatch Center (CIRDC) to begin providing dispatching services to the City of Decatur Police and Fire Departments on January 1, 2018.

The CIRDC fee for 2025 is \$2,055,397.11. This is an increase from 2024 by \$11,454.71 (0.6%). The fees are calculated by a fixed percentage of the CIRDC overall budget being applied to each user agency. The fixed percentage is based on historical calls for service data. This type of billing structure provides each agency with more stable billing projections. The Decatur Police Department and the Decatur Fire Department are the largest police and fire agencies served by the CIRDC, thus our share is larger than other users. The breakdown of the 2025 invoice for user fees for the City of Decatur are as follows:

Decatur Police Department	\$1,730,350.66
Decatur Fire Department	\$325,046.45

The user fees are billed annually but paid quarterly to the CIRDC. The user fees due in 2025 have been budgeted as separate lines in the DPD and DFD 2025 budgets that were approved by the Council.

PRIOR COUNCIL ACTION: R2023-256

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Shane Brandel, Chief of Police

BUDGET/TIME IMPLICATIONS: Included in 2025 Budget

ATTACHMENTS:

Description	Type
Resolution Letter	Resolution Letter
CIRDC Invoice	Backup Material
2025 CIRDC Budget	Backup Material
2025 CIRDC User Fees	Backup Material

RESOLUTION NO. R2024-_____

**RESOLUTION AUTHORIZING PAYMENT OF THE 2025 CENTRAL ILLINOIS
REGIONAL DISPATCH CENTER INVOICE -- USER FEES FOR THE DECATUR
POLICE DEPARTMENT AND DECATUR FIRE DEPARTMENT**

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

Section 1. That the invoice presented to the City Council herewith from the Central Illinois Regional Dispatch Center (CIRDC) regarding the 2025 dispatch user fees for the Decatur Police Department and the Decatur Fire Department be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Purchase Order on behalf of the City of Decatur to the Central Illinois Regional Dispatch Center in an amount not to exceed \$2,055,397.11 for the period of January 1, 2025, and expiring December 31, 2025; to be paid in quarterly installments.

PRESENTED, PASSED, APPROVED and RECORDED this 18th day of November
2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



INVOICE

October 17, 2024

1078 W. Rotary Way
Decatur, IL 62521
Phone 217-424-1002

TO

City of Decatur
1 Gary K Anderson Plaza
Decatur, IL 62523

Description	Amount
CIRDC 2025 user fees:	
City of Decatur DPD	\$1,730,350.66
City of Decatur DFD	\$325,046.45

-Will be billed quarterly

Due on January 15, 2025 - \$513,849.27
Due on April 15, 2025 - \$513,849.28
Due on July 15, 2025 - \$513,849.28
Due on October 15, 2025 - \$513,849.28

Total	\$2,055,397.11
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Make all checks payable to **Central Illinois Regional Dispatch Center**.

If you have any questions concerning this invoice, contact Lisa Hilbrick | lhilbrick@cirdc.org

THANK YOU!

CIRDC 2025 Proposed Budget

PERSONNEL SERVICES

COMM CNTR SALARIES	\$1,723,307.78	Mngr / 4 Supervisors / 24 ECS /
OVERTIME	\$150,000.00	
PAYROLL TAXES	\$160,309.88	Medicare, SS and II Unemployment
PAYROLL BENEFITS	\$425,277.88	IMRF & Health Insur
ADMINISTRATION FEES	\$7,500.00	FSA Fee, Intuit Fee, EAP Fee, Physicals
GENERAL LIABILITY	\$80,000.00	Bldg/Prop/Liab
WORK COMP	\$6,000.00	
TOTALS	\$2,552,395.55	

OPERATING EXPENSES

BUILDING MAINTENANCE	\$20,000.00	Electrical, Plumbing misc repairs
FACILITIES CLEANER	\$25,000.00	housekeeping, window cleaner, carpet shampoo x4
FACILITIES CLEANING SUPPL	\$8,000.00	paper towels, toilet paper, soap, etc.
GARBAGE SERV	\$1,500.00	
GENERATOR FUEL & MAINT	\$10,000.00	Fuel, service, load testing , service calls, maint. thru 2030
GROUNDS MAINT	\$20,000.00	Windows, Mow, Snow removal, striping lot, paint
INTERNET	\$13,040.00	Comcast, MSO Internet, LEADS access, Fiber Maint Contracts
PEST CONTROL	\$1,000.00	
POWER BILL	\$36,000.00	elect and gas avg \$3,000/Mo
UPS	\$5,000.00	UPS maint. & testing and annual battery testing
WATER	\$1,000.00	
RADIO		
RADIO EQUIP. MAINT. & MAINT. AGREEMENTS	\$78,115.92	Console maint & misc. radio system maint
TOWER MAINT.	\$71,000.00	Tower Inspection, mowing, spraying, maint. and (6) tower site UPS
TELEPHONE		
CELLULAR FEES	\$5,000.00	6 Cell Phones (Manager, 4 supv. and 2 IT)
USEAGE FEES	\$7,500.00	Fax, Centrex lines & SIP Trunk use
Equipment	\$500.00	
OFFICE		
Auditing	\$20,000.00	Annual Audit
Copiers/Printers	\$5,000.00	2 Copiers & 3 Printers in Dispatch
Equipment	\$2,000.00	misc equip
Legal	\$15,000.00	
Office Supplies	\$3,000.00	Paper, staples, pens, tape, etc.
COMM CENTER		
CAD Annual Maint.	\$200,000.00	Tyler Tech. annual software
IT & Maintenance	\$185,200.00	Hardware, Server maint, firewall maint., testing SW, antivirus, network consulting, headsets & misc
FURNITURE		
Maint.	\$1,000.00	

TRAINING EXPENSES

PROF. MEMBERSHIP FEES	\$1,000.00	Chamber of Commerce
ADMIN TRAINING	\$5,000.00	
TRAINING	\$10,000.00	LETAC, conferences & misc training
TOTALS	\$749,855.92	

PERSONNEL SERVICES	\$2,552,395.55
OPERATING EXPENSES	\$749,855.92
EQUIP REPLACEMENT	\$285,095.24
TOTAL Projected Budget	\$3,587,346.70

Chairperson:
Date:

Julie Moore-Way
10 / 3 / 2024

2025 Proposed Budget CIRDC User Fee Breakdown

Total Budget		\$3,587,346.70
2024 Budget Rollover		\$200,000.00
ETSB Financial Contribution	(In-kind contribution \$275,000)	\$125,000.00
Contracted Fees Due		\$104,525.00
Abbott Ambulance	\$100,000	
Richland Comm College PD	\$1,125 (12.5% increase from original \$1,000)	
Hickory Point Ambulance	\$3,400 (3.4% of Abbott's call volume & fees)	
TOTAL		\$3,157,821.70

*Call is defined as a phone call to dispatch,
or activity, which generates an event number.*

	<u>%</u>	<u>2025 Costs</u>	<u>2024 Costs</u>
1 Argenta FD	0.46%	\$14,065.98	\$14,188.96
1 Blue Mound FD	0.16%	\$4,892.51	\$4,935.29
1 Cerro Gordo FD	0.08%	\$2,446.26	\$2,467.65
1 Cisco FD	0.02%	\$611.56	\$616.91
1 Decatur FD	10.63%	\$325,046.45	\$327,888.39
1 Harristown FD	0.23%	\$7,032.99	\$7,094.48
1 Hickory Point FD	0.56%	\$17,123.80	\$17,273.52
1 Long Creek FD	0.74%	\$22,627.88	\$22,825.72
1 Macon County Probation	0.57%	\$17,429.58	\$17,581.97
1 Maroa FD	0.24%	\$7,338.77	\$7,402.94
1 Mt. Zion FD	0.54%	\$16,512.24	\$16,656.61
1 Niantic FD	0.15%	\$4,586.73	\$4,626.84
1 So. Macon FD	0.23%	\$7,032.99	\$7,094.48
1 So. Wheatland FD	0.22%	\$6,727.21	\$6,786.03
1 Warrensburg FD	0.22%	\$6,727.21	\$6,786.03
Blue Mound PD	0.53%	\$16,830.35	\$16,691.29
Decatur PD	54.49%	\$1,730,350.66	\$1,716,054.01
Macon County Sheriff	26.23%	\$832,943.62	\$826,061.60
Maroa PD	0.68%	\$21,593.66	\$21,415.25
Millikin University Police	0.14%	\$4,445.75	\$4,409.02
Mt. Zion PD	1.30%	\$41,281.99	\$40,940.91
Oreana PD	0.10%	\$3,175.54	\$3,149.30
Park Dist. PD	1.07%	\$33,978.26	\$33,697.52
Warrensburg PD	0.41%	\$13,019.71	\$12,912.13
		\$3,157,821.70	\$3,139,556.85

City Clerk

DATE: 11/18/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager

SUBJECT: Monthly Reports, October, 2024

ATTACHMENTS:

Description	Type
Economic & Community Development, October, 2024	Backup Material
Fire, October, 2024	Backup Material
IT, October, 2024	Backup Material
Police, October, 2024	Backup Material
Public Works, October, 2024	Backup Material
Transit, October, 2024	Backup Material

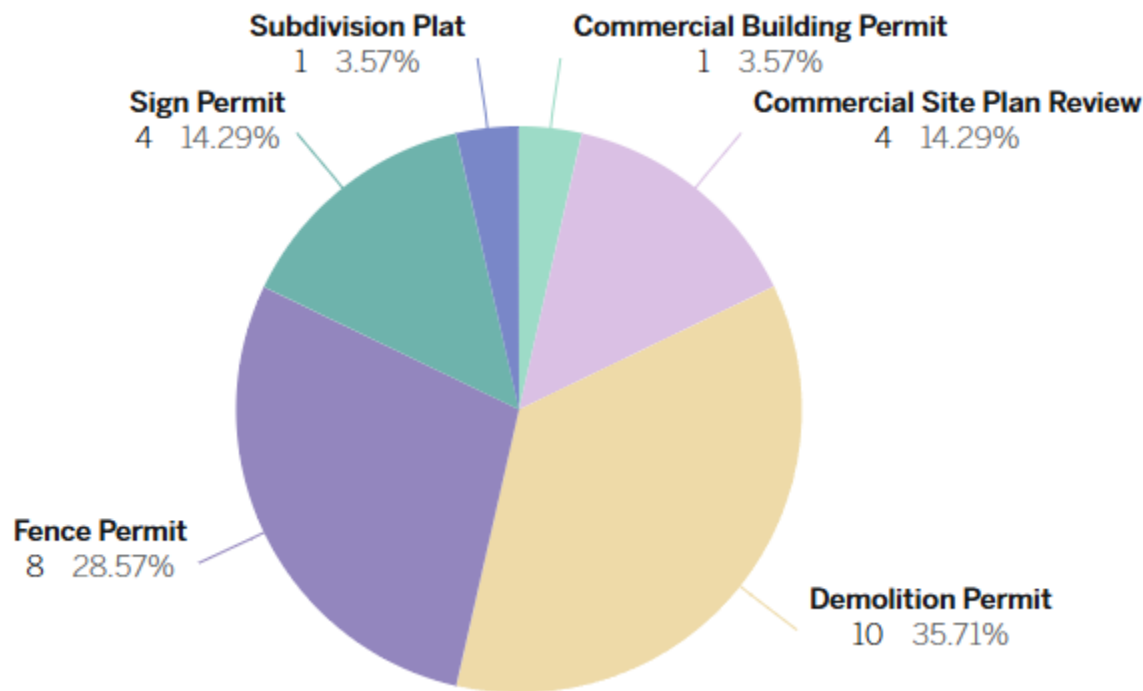
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT

October 2024

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 planned development amendment petition was received for the Plan Commission.

We have ongoing Economic Development projects both in the planning stage and under way. Some are very large projects that will have a significant positive impact if approved. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments, and have reviewed twenty-eight (28) 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
4	109	\$51,450

BUILDING INSPECTIONS DIVISION

For October, we issued 447 permits broken down by permit type below. Of those, we had 10 permits with a value of over \$250,000. The Division performed 1,147 inspections and 10 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	14	\$33,472,468
Residential Building	33	620,048
Demolition	18	173,051
Electrical	27	229,096
Mechanical	20	1,365,000
Plumbing	39	779,237
Roof	279	4,705,222
Pool	0	0
Fence	9	67,107
Sign	2	23,370
Wheelchair Ramp	6	10,200
Temporary Structure	0	0
TOTAL	447	\$41,444,799

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue various loan accounts.
- Staff continues to qualify homeowners for the Residential Rehabilitation, Owner-occupied rehab, and Emergency programs.
- Staff participated in neighborhood cleanups in Neighborhood Empowerment and Millikin Heights neighborhoods.
- Staff is working with CILBA (Central Illinois Land Bank Assoc.) to rehab and/or acquire various properties.
- Staff worked with IDOT to present Rt. 51 plan to community. Work should begin within the next year.
- Staff began to market a targeted Façade program along the Jasper St. corridor.
- Staff working to finalize Carrie Lane project with Woodford Homes.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition, and demolition to various areas of the city.
- Two financial institutions, Heartland Bank and Trust and Regions Bank signed Memorandum of Agreements to partner with the City's Homebuyer Assistance program.
- Staff continue to be active in the Continuum of Care process as well as homeless prevention related meetings, and events as required by HUD.
- The City of Decatur's grant from IHDA Home Repair and Accessibility (HRAP) continues in partnership with Central Illinois Land Bank (CILBA). Grants are in the form of roof replacements.
- Staff attended CDBG Timeliness Webinar required by HUD
- Staff continues to work with the Economic Development Council to establish the Workforce Development Ecosystem.

- Staff attended the Housing Matters Conference where Mayor Moore-Wolfe was a presenter.
- Staff received two honorary street applications. The City Council approved both applications.
- Staff continue HOME monitoring older projects funded with HOME Investment Partnership funding.
- Staff and Bywater development toured Garfield school in preparation for historic tax credit approval.
- Staff attended planning meeting for the Regional Neighborhood Network Conference. Various cities are interested in revamping the group and preparing for a conference to be held in 2026.
- Staff conducted a city-wide cleanup event
- Staff volunteered to assist with painting the Johns Hill parking lot mural.
- Staff work with Communications Coordinator weekly to disseminate ECD activities.
- Staff presented to Millikin Class on Community Revitalization activities.
- Staff continue working with CICD staff to develop the Homebuyer Ecosystem process.
- Staff meets monthly with Coalition of Neighborhood executive board to assist with capacity and organizational challenges.
- Greenwood Neighborhood Association is interested in painting a crosswalk on Decatur and Church streets. Members will enlist the assistance of a local artist along with residents to assist in the street art.
- Staff attended Reclaiming Vacant Properties Conference in St. Louis, MO.
- Staff continues working with the consultant, (TESKA), Thriving Communities and local partners on the Great Streets, Great Neighborhoods Jasper St. project.
- Staff continue working on the Clean Up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard.
- Staff continues meeting with GM Square as part of community outreach for the Rt.51 project which will begin soon.
- Staff met with outside agencies, i.e. Dove, EOC, CoC, Homeless Advisory Council, Inner Agency All In meeting, SIA, GM Square, CONO, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of July 2024.

ATTACHMENT

NEW CASES	
Health & Safety (72 Hour)	134
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	36
No Garbage Service	10
Nuisance	100
Secure of Abandoned Buildings	33
Weeds	34
TOTAL	348

RE-INSPECTION VISITS	
Code Enforcement	646
Weeds	61
TOTAL	707

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	123
Weeds	43

WEED ABATEMENT	
Contractor Mowed	22
Owner Mowed	5
TOTAL	27

DEMOLITIONS	
Year-to-Date	
Demolished	130
New Cases	8
Sent to Legal	4
Sent to Council	12
Out to Bid	0
Contracts Granted	10
Contract Amount	\$0
Permits Issued	0
Permits Finaled	6
Active Demolitions	154

GARBAGE SERVICE COMPLAINTS	
Received	1

INVOICES*	
New Invoices	159
Dollar Amount	\$51,981.43

PAYMENTS RECEIVED**	
Weeds	\$350.00

* 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
2024-13

November 12, 2024

TO: Tim Gleason, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – October 2024

The fire department responded to 1258 alarms in October. There have been 11,958 alarms during the first ten months of 2024. The total number of alarms this year is just slightly ahead of last year. The current pace of alarms will have the department exceed 14,000 for the second year in a row.

The five (5) recruits that were hired in September graduated from the fire academy in October. Including the three (3) that started in September, we now have all eight (8) new firefighters on-shifts. We are expecting to need to hire 7 or 8 more for the Spring academy.

Ambulances continue to be a problem as some days there are only 3 Advanced Life Support (ALS) ambulances per day. The requirement is that we are supposed to have 6 ALS ambulances 24 hours a day. We have met with the ambulance service several times, and they are having staffing issues.

Incident Type Category	2024									
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
1 - Fire	28	31	32	21	34	34	52	31	27	35
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	1	4	0	1	0	0	1	0	1	2
3 - Rescue & Emergency Medical Service Incident	879	758	769	803	869	844	952	886	874	868
4 - Hazardous Condition (No Fire)	40	22	29	39	32	38	66	26	40	36
5 - Service Call	114	113	112	109	98	102	107	114	114	127
6 - Good Intent Call	83	92	85	80	87	80	92	111	107	115
7 - False Alarm & False Call	87	55	69	65	78	66	79	64	67	75
8 - Severe Weather & Natural Disaster	0	0	0	2	0	0	0	0	0	0
9 - Special Incident Type	0	1	0	1	0	2	0	0	0	0
Grand Total	1,232	1,076	1,096	1,121	1,198	1,166	1,349	1,232	1,230	1,258

Busiest Fire Companies in October

Engine 1	303
Engine 5	235
Engine 3	228
Engine 6	196
Truck 2	190

Fire Prevention:

In the month of October, the Fire Prevention Bureau conducted multiple re-inspections for Hotel/Motel, Amusement Device, and 2nd Hand Store Licenses. Inspector Jones and Inspector Stevens concluded 2.5 weeks of Fire Prevention training for school children. We had approximately 321 children through Fire Station 1 for Fire Prevention Week. Inspector Jones and Inspector Stevens performed 8 Fire Investigations. Inspector Jones attended the TRC meeting with the contractors for the Garfield School Renovation. Inspector Stevens conducted a High-Rise Safety Talk at the Concord. The details are below.

Inspections – 9

Public Relations – 19

Investigations – 8 with OSFM in September

Training – Target Solutions

Smoke Detectors – 1

Key Boxes – 1

Fire Prevention Weeks – 321 Children 10/7 – 10/23

Training**Fire:**

- **Driver's Course:** Annual training completed by companies focusing on safe driving practices.
- **Response Training:** Emphasis on emergency response to hybrid vehicles.

Haz-Mat:

- **Tour:** Engaged in a tour of the Tillamook ice cream factory to understand operational safety and Haz-Mat protocols.

EMS:

- **Assessment Training:** Conducted assessments focused on the treatment of altered mental status in patients.

Dive Operations:

- **Search Techniques:** Training on search patterns for locating submerged objects.

Technical Rescue (TRT):

- **Rescue Training:** Conducted drills for grain bin rescue scenarios.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2024
October

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- On going testing is underway throughout the organization for the Windows 11 operating system. Equipment that will not support Windows 11 is being replaced. All city workstations need to be migrated to Windows 11 by December 31, 2024.
- Project kick off for an Employee Access Web Portal was completed. This portal will provide electronic delivery of paystubs, W2's and other like documentation and communication to City of Decatur employees.
- Work to prepare infrastructure for Multi Factor Authentication (MFA) security across all devices and Office 365 (including Email) continues and is anticipated to be completed in December.
- Continued working with Fire Department to completely migrate from their old Firehouse software to their newly deployed Image Trend software.
- Installation and training began for the Agenda Management project replacing the Granicus Novus Agenda software with Civic+ Agenda Management.
- Implementation of the Tyler New World Public Safety System remains on track for an early spring implementation. Many issues are resolved weekly. Regular meetings continue to keep resources on the same page and at task.
- The City Fiber extension up Brush College to Hospitality Lane remains incomplete due to resource constraint. This project is now anticipated to be completed in early November 2024.
- Ongoing Cyber Security Training has been developed and will be released to all employees and elected officials in November 2024.
- A project has been initiated to define selection criteria to replace the city's Cisco Phone system now approaching 10 years of age and is getting costly to maintain.
- In October, IT processed 84 Help Desk tickets, resolving 54 during the initial point of contact with IT staff (64% First Call Resolution Rate (FCR)).

DECATUR ILLINOIS POLICE DEPARTMENT

2024 October Monthly Report

To: Mayor Julie Moore-Wolfe
City Council Members
City Manager Tim Gleason

From: Chief Shane Brandel

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	4
Sergeant	17
Patrol Officer	111
TOTAL	136

Budgeted 148

Non-deployable: Officers at Academy or in FTO 11

Non-deployable: Officers on Injury Status 4

Retirements/Resignations Expected Next Month 0

Civilian Employee Staffing

Executive Assistant	1
Crime Analyst	2
Records Clerk	2
Records Supervisor	1
Parking Enforcement	2
Digital Forensic Examiner	2
Police Support Officer	2
Police Support Specialist	2
FOIA Officer (part-time)	2
TOTAL	16

Freedom of Information (FOIA) Requests

Month: 165 **YTD:** 2,221

DECATUR ILLINOIS POLICE DEPARTMENT

2024 October Monthly Report

PATROL DIVISION

Community Engagement

	Amount	YTD
Community Meetings	0	1
Directed Patrols	109	1,360
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0

General Patrol Activity

	Amount	YTD
Calls for Service/CAD Incidents	4,641	44,966
Criminal Arrests	360	3,624
Felony Drug Arrests	14	272
Firearms Siezed	16	166
Field Interviews	61	812
City Ordinance Arrests	8	112
Unlawful Use of Motor Vehicles	99	1,205

Traffic Accidents

	Amount	YTD
Traffic Accidents	221	1,915
Fatal Accidents	0	7
Personal Injury Accidents	36	323

Traffic Enforcement

	Amount	YTD
Traffic Citations	672	6,888
Written Warnings	362	3,995
Parking Citations	36	2,960

Traffic Targeted Enforcement Stats

	Amount	YTD
Driving Under the Influence (DUI) Arrests	18	205
DUI's Involving Accidents	3	61
Electronic Communication Device Stops	23	200
Speeding Stops	292	3,117

DECATUR ILLINOIS POLICE DEPARTMENT

2024 October Monthly Report

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD	Price	Street Value
Cannabis	698	grams	23,133	\$10 / gram	\$231,330
Cocaine - Powder	754	grams	4,621	\$100 / gram	\$462,100
Cocaine - Crack	68	grams	762	\$100 / gram	\$76,160
Heroin	1	grams	147	\$300 / gram	\$44,100
Ecstasy	0	hits	60	\$20 / hit	\$1,200
Meth	115	grams	2,487	\$100 / gram	\$248,700
K2/Pills	1,027	pills	1,534		

	Amount	YTD
Search Warrants	7	77
Currency Seized	\$34,747	\$175,498
Firearms Seized	18	122
Vehicles Seized	0	8
Arrests	43	284

Adult / Juvenile Detective Activity

	Amount	YTD
New Cases Assigned	217	1,472
Closed/Resolved Cases	128	918
Criminal Arrests	79	590
Homicides	0	5
Infant Death Investigations	0	2
Suicide Investigations	0	8
Missing Person Investigations	6	54
Computer Forensic Exams	4	16

U.S. Marshals Great Lakes Task Force

	Amount	YTD
Felony Arrests	24	145
Misdemeanor Arrests	1	2
TOTAL	25	147

	Amount	YTD
Sex Offender Registrations	146	1,305

**Public Works Department
Monthly Report
October 2024**

Engineering:

2023 Water Main Replacement Project:

Month Activity: The concrete patching started on Franklin Street with the work scheduled to be completed in November. The service connection work continued on Imboden with paving scheduled for mid-November.

Project Background: The project was designed and advertised by Engineering Staff on August 2, 2023, with bids received on August 30, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by the City Council on September 18, 2023. The preconstruction meeting was held in October and the materials have been ordered. The Medial Drive phase has been completed.

Water Sampling Stations:

Month Activity: Burdick installed approx. 50% of the locations in October with the work expected to continue in November.

Project Background: The project was designed and advertised by Engineering Staff on October 18, 2023, with bids received on November 15, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by the City Council on December 4, 2023.

2023 Storm Drainage Improvement Projects:

Month Activity: Work continued in October with approx. 95% of the work completed. Work is expected to wrap up in November.

Project Background: The project was designed and advertised by Engineering Staff on October 4, 2023, with bids received on October 25, 2023. A&R Mechanical, Inc provided the lowest responsible bid, and the contract was awarded by the City Council on November 6, 2023.

Sanitary Sewer Herbicide Root Control Project:

Month Activity: Herbicide was applied to the 1st year of the three-year project. The contractor will be back early 2025 for the 2nd year application.

Project Background: The project was designed and advertised by Engineering Staff on December 13, 2023, with bids received on January 4, 2024. Dukes Root Control provided the lowest responsible bid, and the contract was awarded by the City Council on January 16, 2024.

West Mound Road Bridge Substructure Repairs over Stevens Creek:

Month Activity: All work is complete.

Project Background: The project was designed by AECOM and advertised by Engineering Staff on December 20, 2023, with bids received on January 12, 2024. Sangomo Construction Company provided the lowest responsible bid, and the contract was awarded by the City Council on February 6, 2024.

2024 Trenchless Long Lining Project:

Month Activity: No work was completed in October, pre-cleaning and televising is expected to start in November.

Project Background: The project was designed and advertised by Engineering Staff on May 22, 2024, with bids received on June 20, 2024. Insituform provided the lowest responsible bid, and the contract was awarded by the City Council on July 1, 2024.

2024 State MFT Project:

Month Activity: Work was completed on Mound, Taylor and Wooddale in October. Wood Street will not be completed until the Spring.

Project Background: The project was designed and advertised by Engineering Staff on July 24, 2024, with bids received on August 7, 2024. Dunn Company provided the lowest responsible bid, and the contract was awarded by the City Council on August 19, 2024.

2024 Local MFT Project:

Month Activity: Patching was completed on Franklin and Main St in October. Paving is expected to continue with the paving of Orchard, Illinois and Mariett in November. Patching, sidewalk, and curb and gutter work will be completed in South Shores, but the paving not expected until the spring.

Project Background: The project was designed and advertised by Engineering Staff on August 21, 2024, with bids received on September 4, 2024. Dunn Company provided the lowest responsible bid, and the contract was awarded by the City Council on September 16, 2024.

2024 Manhole Rehab Project:

Month Activity: No work was completed in October with work scheduled to start in November.

Project Background: The project was designed and advertised by Engineering Staff on August 24, 2024, with bids received on September 11, 2024. Culy Contracting provided the lowest responsible bid, and the contract is scheduled for consideration by Council on October 7, 2024.

**MUNICIPAL SERVICES MONTHLY DATA
OCTOBER 2024**

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	445 patches	255	
LS Replacement Asphalt	43.0 sq yds	17	
Milling / Asphalt	10.95 sq yds	11	
Miscellaneous / Asphalt	0	168	
Pothole Patch / Repair	685 patches	146	
Street Repair / Asphalt	48.10 sq yds	52.50	
CONCRETE	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Concrete	0	124	
SS Utility Cuts / Curb & Gutter	0 linear ft	0	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	45.20 sq yds	14	
SS Utility Cuts / Sidewalk	381.00 sq yds	149.5	
Water Dept Cuts / Curb & Gutter	0 lineal ft	0	
Water Dept Cuts / Driveway	0 sq yds	0	
Water Dept Cuts / Pavement	31.8 sq yds	68	
Water Dept Cuts / Sidewalk	0 sq ft	0	
LS Replacement Sidewalk	275 sq ft	66.5	
LS Replacement Pavement	74.6 sq yds	98	
LS Replacement Driveways	4.6 sq yds	17	
LS Replacement Curbs/Gutters	34 ln ft	19	

DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		185.9 Regular / 2 OT / 16 HC	
Flowerbed Maintenance		15	
Fountain		22	
Sweeping / Downtown Parks		0	
Downtown Parks		62	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO
Central Park / Electrical		0	
Service Calls / Other Departments		26	
Street Light Maintenance		123 Regular / 27 OT	
Traffic Signal Repair		221 Regular / 19 OT	
Warning Siren Maintenance		47 Regular / 9 OT	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	98.35%	836.08	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		81	
Mowing City Lots		0	
Mowing City Property / ROW		52.5	
Mowing City Property / State ROW		53	
MSC Maintenance		36	
New Tree Care & Maintenance		19	
Pesticide Application		0	

Storm Damage Clean-up		83	
Stump Removal	5	31 Regular / 12 HC	
Tree Removal	476 (inch diameter)	266 Regular / 33 HC	
Tree Trimming	22	83 Regular / 9 HC	
Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		33	
Parking Lots/Garage Maintenance		26	
Parking Meter Collection		12	
Parking Meter Repair		9	
Special Projects / Parking		0	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	7,400 linear ft	20.5	
Catch Basin / Pumped	288	230	
Catch Basin / Repaired	1	8	
Culvert / Installed	0 linear ft	0	
Culvert / Jetted	0 linear ft	0	
Ditch / Cleaning	320 linear ft	43	
Storm Sewer / Jetted	0 linear ft	0	
Storm Sewer / Repaired	3	18	
Sanitary Back-up / Jetted	2,562 linear ft	20 Regular / 4 OT	
Sanitary Manholes / Pumped	0	0	

Sanitary Manholes / Repaired	0	0	
Sanitary Sewers / Cleaned	831 linear ft	6	
Sanitary Sewers / Jetted	0 linear ft	0	
Sanitary Sewers / Roots	408 linear ft	10	
Sanitary Sewers / Repaired	0	0	
Street Cleaning / 3 rd Shift	155.1 miles	48.5	
Street Cleaning / County Roads	6.3 miles	5	
Street Cleaning / Neighborhoods	209.3 miles	527	
Street Cleaning / Priorities	104 miles	63.5	
Street Cleaning / State Routes	140.6 miles	60.5	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	431	4 Regular / 10 HC	
Miscellaneous Traffic Control		38 Regular / 8 HC	
Mowing Entry Signs		0	
Signs / Installed	55	95.5 Regular / 3 HC	
Signs / Made	42	27 Regular / 38.50 HC	
Signs / Repaired	37	59 Regular / 2 HC	
Striping / Paint	132,920 feet	139 Regular / 8 OT / 41 HC	
Striping / Tape	0 feet	0	
Symbols / Paint	0	0	
Symbols / Thermoplastic	0	0	
Traffic Control (set up & removal)		70.5 Regular / 2 OT / 2 HC	

VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property		0	
72-hour / Clean-Up	134	420	
72-hour / Travel Time		8	
Abatements (weed & brush)	4	8	
Home Secures	23	49	

**Water Production Division
Monthly Report
October 2024**

Lake Decatur Water Level: Lake Decatur ended the month of September at a water level of 612.6, a drop of 1.0 foot during the month due to the drought-like conditions in the Midwest. This is on the low end of typical water levels for this time of year. For October 2022 and October 2023, the end-of-the-month water elevation was 613.8 and 612.4, respectively.

Water Production: 644.5 million gallons (MGD) of potable water were pumped into the water distribution system which is higher than the typical range for the month of October. In October 2022 and October 2023, the production was 608.9 MGD and 522.5, respectively.

Reducing Disinfection By-Product Levels to Assist Mount Zion: Water Production staff are actively taking all possible steps to lower the levels of disinfection by-products (DBPs) in the water distribution system. For example, the nitrate removal facility is being operated even though nitrate levels are already below limits. This is because the ion exchange process in the nitrate removal facility also removes precursors to DBP formation. The City of Decatur DBP limits are within limits, but the levels in Mount Zion, our wholesale customer, have been above

limits. Long-term engineering solutions are also being pursued. Proposals from four different engineering firms were received and are being reviewed.

Repairs Planned for Electrical Supply to Sangamon River Gage in Monticello: Water Production staff is working with the Village of Monticello Public Works department to repair damage to the electrical supply to a flow gauge on the Sangamon River near Monticello. The electrical supply was accidentally damaged by Monticello crews while working on a water main project.

Panelist at Illinois Section of AWWA Fall Regulatory Update: Robert Weil was invited to be part of the cybersecurity panel discussion at the ISAWWA Fall Regulatory Update in Oak Brook Heights. Robert's homeland security experience in the U.S. Coast Guard proved to be relevant to the discussion.

Community Outreach: Robert Weil, as well as Julie Chapman from the Water Services Division, met with the Clokey Park neighborhood organization to answer their questions about lead service line replacement and to share information about the water system. It was a very positive meeting.

Water Treatment Plant Tour: The Water Production Division provided a tour to 27 students involved in the Classical Conversations homeschool program. We divided them into two groups so that they could learn about watershed protection as well as water treatment. They asked many good questions, and it was a very positive experience.

USEPA Lead and Copper Rule Improvements Announced: President Biden announced the new USEPA rules for replacement of lead service lines. In many ways, the current Illinois law regarding lead service line replacement is more stringent, and so the federal rules have limited impact on Decatur. However, one impact of the new federal rules is a much larger program for

sampling for lead levels in homes with galvanized service lines. Before the new rule, staff sampled 30 residences once a year; the new program requires 60 residences to be sampled twice a year, starting January 1, 2025. The additional lab testing was anticipated in the budget, but the specific rules on sample site locations are new information. Water Production staff are currently developing the sampling plan for this effort. We learned that other cities typically offer a small gift certificate for participating in the sample program, and we plan to do this as well.

William Street Pump Station Progress: The William Street Pump Station upgrade project continues to move forward. Roofing and mechanical upgrades were completed in October.

Bulk Water Station Upgrade Progress: Construction began on the upgrades to the Bulk Water Station on Lincoln Park Drive. The supporting structure was strengthened and repainted. The new credit-card payment system will be installed in November.

Water Sample Station Progress: The new water sample stations began popping up around the City in October. These will allow samples to be taken directly from the system without entering a customer's property. A new pressure monitoring system is being installed at the same time.

SWTP Electrical Upgrade Project Buy America/Build America Waiver: The \$21 million project to upgrade electrical systems at the SWTP continues to be on hold while our engineer works with IEPA on how to implement the new federal Buy America, Build America rules. The IEPA and USEPA regulators have now developed a waiver process. Unfortunately, this is expected to take 4 – 6 months.

Department of Commerce and Economic Opportunity Grant Application Submitted: The Water Production Division assisted the City Manager's office in submitting grant applications for water projects to extend water to two prime development sites in the NE area.

Water Samples Drawn from Vulcan Materials Harristown Site: Water samples were drawn from the large south pond at the Vulcan Materials Harristown Site and sent to the contract lab for analysis. The Phase I Environmental Site Assessment for each site was performed at the same time.

Lake Decatur Watershed Management Plan:

- The first Staley Family Foundation project has been completed at the Hot Water Ditch location on Lake Shore Drive.
- Oak Brother Tree Care & Removal LLC has completed the tree removal around the dam and on North Route 51.
- Staff are awaiting a grant agreement from IEPA for the 2023 Section 319 grant for funding of the following watershed projects: shoreline stabilization, wetland creation, and floodplain reconnection.
- Staff are currently accepting 2025 RCPP applications for the upcoming deadline of April 18, 2025.
- Staff are currently working with IDNR State Biologist on current habitat and conservation programs to implement around the lake.

Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents or OUIs occurred this month.

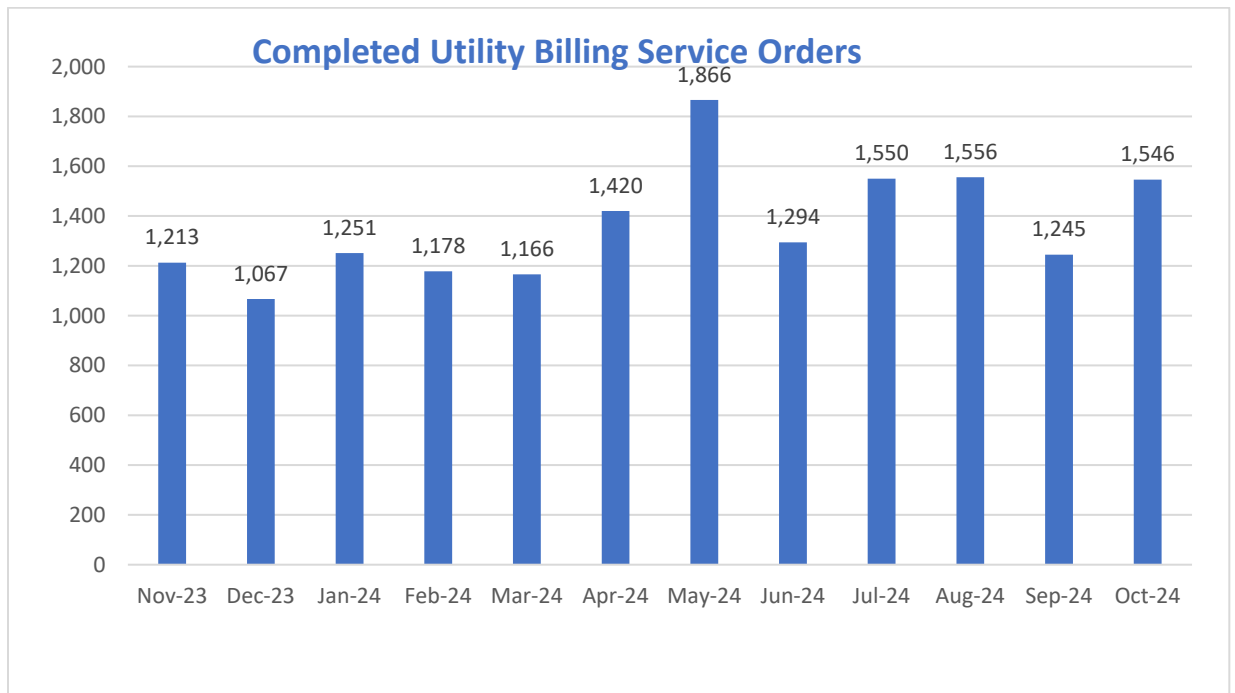
3. Reduce the amount of sediment accumulating in the lake annually. As reported last month, the three-year trend appears to be positive. The annual reports have now been posted on the watershed web page.

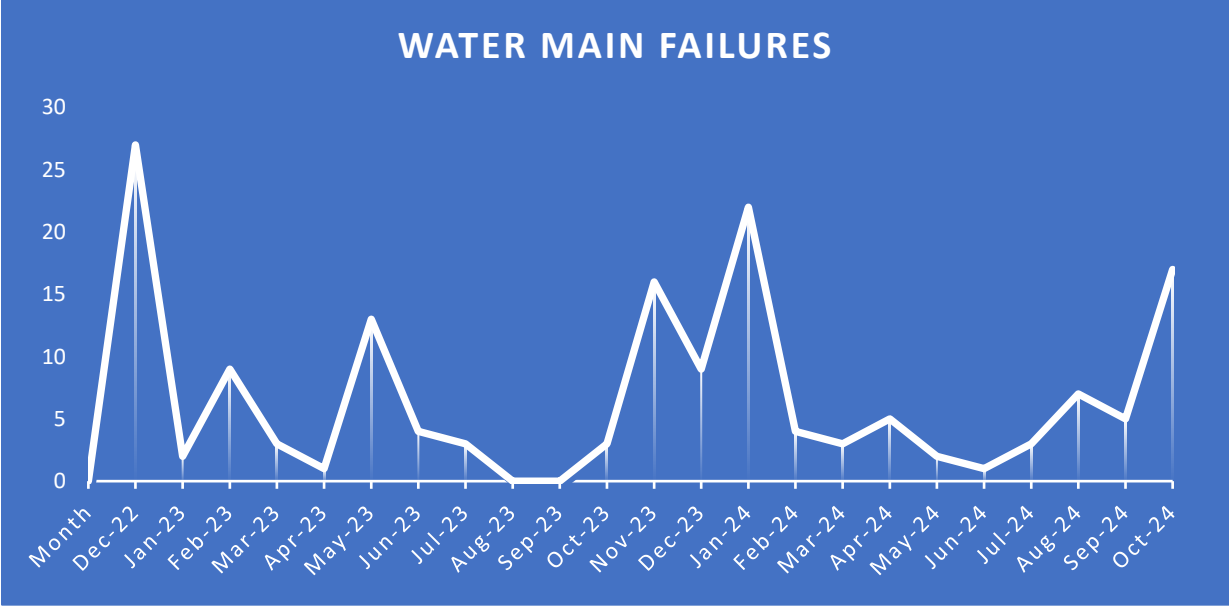
October 2024

Water Services:

Staff repaired 17 water main failures, 3 fire hydrants, 20 water services, 1 system control valve and inspected 122 system control valves and 2 fire hydrants. Completed 1,546 Utility Billing service orders and 111 miscellaneous distribution system orders.

Staff also assisted with testing and inspection of the water main replacement projects on Brush College Road and Medial Drive.





Transportation Services Department

Monthly Report

October 2024

Mass Transit Division

For the month of October, the Mass Transit staff completed the following projects:

1. Route Study: COA is 95%. Consultant is finalizing new route options versus existing service. The Microtransit RFP packet has been sent to IDOT for Pre-bid Concurrence.
 - a. I presented at the 39th Annual IDOT Planning Conference Oct 2-Oct 4, 2024.
2. Farebox replacement is pending awaiting IDOT approval. Fareboxes have not been replaced in over 30 years. If approved, IDOT grants will replace our existing drop box system farebox with state-of-the-art farebox validators. Allowing for the use of app and card-based payments on the buses.
3. Our Transit Contractor, MV Transit, has a bus driver shortage. We are currently down 18 drivers, and as such, there were many missed trips in the month of October. MV and the ATU did come to an agreement and the CBA has been ratified by the ATU. This has increased the starting wages from \$19.15/hr to \$22.25/hr with an additional increase happening in Jan '23 to \$23.32/hr. We believe this is a step in the right direction and will help with retaining new hires. We will be bringing forth an amendment to the contract with MV to support these increased wages.

Our ridership for the month consisted of the following:

Fixed Route	Mon-Sat	Sundays	Total
Passenger Rides	68,673	1,379	70,052
Miles Driven	67,550	3,344	70,894
On Time Performance			90%
Train Delays			8

Paratransit	Mon-Sat	Sundays	Total
Passenger Rides	1,778	31	1,809
Miles Driven	6,420	72	6,492
On Time Performance			96%

*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.

1. Transit Facilities: We have completed the remodel for the microtransit dispatchers at our facility. We are still working with IT to complete the needed IT infrastructure for microtransit deployment. We need to replace the large double doors at the Transit Center (there are 6 of them) and remodel the Paratransit front desk office. These are both in the design phase.
2. Library Facilities:
 - a. Lease Space: Water leak repairs in progress, roof still underway. Working on the plumbing issues in the health center.
 - b. Library: Roofing project still in progress.
3. Police Facilities: Monthly maintenance inspection completed and minor repairs made.
4. Civic Center:
5. MSC: Roof project underway. Fire alarm maintenance and testing.
6. Fire Department: Ongoing repairs and projects across all of the fire stations.
7. Wee Folk: Project is moving forward. Monthly home inspections for CILBA were completed.

Electric Vehicle (EV) Division

For the month of October, the EV staff completed the following projects:

1. EVRP plan is 90% completed. We expect the final packet after Thanksgiving.
2. The next EVRP stakeholder meeting will be scheduled for the first of December.
3. We were awarded the IL EPA CEJA grant for public EV chargers. These will be installed at the Civic Center, Library, Fairview Park, and The Devon Amphitheater.
4. The Love's gas station was awarded a Level 3 charger out of the NEVI funding.
5. Purchased (3) EV support vehicles approved at the October 7 council meeting.