



**Monday, May 18, 2020
5:30 PM
City Council Chambers**

Please take notice that the DCDF Members will convene at 5:15p.m., on Monday May 18, 2020, in the City Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois for the purpose of the Annual Meeting of the DCDF Board.

CITY COUNCIL AGENDA

NOTICE. MEETING MODIFICATION DUE TO COVID-19

Pursuant to Governor Pritzker's Executive Order 2020-07 suspending the requirements of the Illinois Open Meetings Act requiring in-person attendance by members of a public body for the duration of the Gubernatorial Disaster Proclamation, members of the Decatur City Council and senior staff will be participating in this meeting through a Zoom video and audio link. The Mayor and essential members of the City staff will be physically present in the City Council Chambers, and pursuant to Governor's Executive Order No. 2020-10 and CDC guidelines, no more than ten (10) people will be allowed in the City Council Chambers at any one time. Members of the media have been provided notice of this and other city meetings and may be given priority to attend the meeting. However, members of the media are encouraged to view the meeting remotely on the city's live video link, available on the city's website or via Government Channel 18. To facilitate media coverage, and after the meeting, in-person city representatives will make themselves available for comments and questions using social distancing. The City Council Chambers will be open to those wishing to personally attend through the normal public entrance on the west side of the Chambers, but no more than ten (10) people may be in the chambers at any one time, social distancing rules will be observed, and audience members must sit in the rear half of the seating area to create a separation zone between public seating and the in-person city participants of the meeting. The podium for Appearance of Citizens has been moved to the rear of the chamber. Persons arriving after ten (10) people have already entered the chambers will be asked to wait in the anteroom of the City Council Chambers where they can watch the live feed and wait until a seat is made available by the departure of one or more of the ten (10) people already in the chamber. Public comments can be emailed in advance of the meeting to the City Clerk at kalthoff@decatuill.gov, and will be provided to the City Council and others requesting them. Self-produced videos of no more than three minutes that include the name and image of the speaker, will be aired if they are received by the City Clerk by 3:00 pm on the day of the meeting and conform to the council's existing rules.

- 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 May 4, 2020 City Council Meeting

IV. Unfinished Business

1. Resolution Accepting the Bid Price of Jandi Services for Oakley Sediment Basin Mowing Services

V. New Business

1. Treasurer's Financial Report
2. Ordinance Providing for the Issuance of a not to Exceed \$14,500,000 Promissory Note of the City of Decatur, Macon County, Illinois, for the Purpose of Refunding the Outstanding Promissory Note, Series 2013, of said City, Providing for the Security for and Means of Payment of said Note, and Authorizing the Sale of said Note to the Purchaser Thereof
3. Ordinance Providing for the Issuance of a not to Exceed \$34,405,000 General Obligation Refunding Bonds of the City of Decatur, Macon County, Illinois, Authorizing the Sale of said Bonds to the Purchaser Thereof, Providing for the Levy and Collection of a Direct Annual Tax Sufficient for the Payment of the Principal of and Interest on said Bonds, and Further Providing for the Execution of an Escrow Agreement in Connection with such Issuance
4. Resolution Authorizing City Manager to Execute Contract Extension with First Mid Insurance Group dba JL Hubbard Insurance Agency for Employee Benefit Insurance Broker and Advisory Services
5. Resolution Authorizing Annual Service Agreement with Superior, LLC, a Central Square Company
6. Resolution Authorizing Submission of Justice Administration Grant Application and Memorandum of Understanding - Bureau of Justice Assistance
7. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Luka Company, Inc. for the 32nd Street and Fulton Avenue Storm Drainage Improvement Project, City Project 2016-04
8. Resolution Authorizing Real Estate Purchase Agreement for 225 E. Christine Drive -Fire Station 5
9. Resolution Authorizing the Execution of a Grant Agreement with the Federal Transit Administration for Cares Act Grant
10. Resolution Amending Mass Transit Management Agreement with MV Transportation, Inc.

11. Ordinance Creating City Code - Chapter 70.2 - Registration of Foreclosure and Vacant Properties
12. Resolution Authorizing an Agreement Between the City of Decatur and Property Registration Champions, LLC.
13. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Ordinance Annexing Territory 3407 Ferris Drive
 - B. Ordinance Annexing Territory 3220 Las Vegas Drive
 - C. Ordinance Annexing Territory 3291 Las Vegas Drive
 - D. Ordinance Annexing Territory 3115 North Westlawn Avenue
 - E. Ordinance Annexing Territory 3135 North Westlawn Avenue
 - F. Resolution Approving Appointment - DCDF
 - G. Resolution Approving Reappointments - DCDF

VI. Other Business

VII. Adjournment

Monthly Reports for April, 2020

ATTACHMENTS:

Description

Minutes of May 4, 2020

Type

Backup Material

CITY COUNCIL MINUTES
Monday, May 4, 2020

On Monday, May 4, 2020 the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Rodney Walker, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle and Pat McDaniel participating through electronic attendance pursuant to Governor Pritzker's Executive Order 2020-07 suspending the requirements of the Open Meetings Act requiring in-person attendance by members of a public body for the duration of the Gubernatorial Disaster Proclamation. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

The following individual provided comments to the Council: Marc Girdler.

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

The minutes of the April 20, 2020 City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Lisa Gregory and on call of the roll, Council members Rodney Walker, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

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

R2020-66 Resolution Authorizing Submittal of the Application Dated May 4, 2020 for a Public Transportation Capital Assistance Grant under the IDOT's General Authority to Make Such Grants, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Deputy City Manager Kindseth gave a brief overview of the Resolution.

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

R2020-67 Resolution Accepting a Grant from the Illinois Housing Development Authority's Affordable Housing Trust Fund Single Family Rehabilitation Program, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Interim Community Development Director Richelle Irons presented additional information relating to the grant.

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

R2020-68 Resolution Authorizing Five Year Extension of Agreement with Izaak Walton League of America, Decatur, Illinois Chapter, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2020-69 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co, Inc. for 2020 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2020-09, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Public Works Director Matt Newell added that the work being done is continually being monitored and that the funds can be used to clean and repair culverts and drainage ditches.

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

R2020-70 Resolution Authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the Relocation of Utilities and the Purchase of Right of Way for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33, Section 09-00933-01-BR, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

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

Resolution Accepting the Bid Price of Jandi Services for Oakley Sediment Basin Mowing Services, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Council held a discussion on whether a controlled burn was possible instead of mowing.

Councilman Horn made a motion to table the Resolution until the next City Council meeting, seconded by Councilman Kuhle.

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

R2020-71 Resolution Authorizing Approval to Renew Annual License and Support Agreement from Tyler Technologies, Inc. for MUNIS Enterprise Financial Software System Suite, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

IT Director Jim Edwards gave a brief overview of the Resolution.

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

R2020-72 Resolution Authorizing Approval to Renew Annual License and Support Agreement from ESRI for Geographical Information System (GIS), was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2020-73 Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Lime Sludge Removal with Evergreen F.S., Inc. - City Project - PUR2020-03, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

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

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

Mayor Moore Wolfe read a letter from NAACP President Jeanelle Norman regarding the impact that the face mask Ordinance has on the African American community, especially the young black males.

With no Other Business, Mayor Moore Wolfe called for adjournment. Councilman McDaniel moved the Council meeting be adjourned; seconded by Councilwoman Gregory and on call of the roll, Council members Rodney Walker, Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the Council meeting adjourned at 6:25 p.m.

Approved _____
Angela Harper
Deputy City Clerk

Public Works

DATE: 5/8/2020

MEMO: 2020-94

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Work Director
Keith Alexander, Water Production Manager
Deborah Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the Bid Price of Jandi Services for Oakley Sediment Basin, Mowing Services.

SUMMARY RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution awarding a contract in the amount of \$113,400.00 to Jandi Services for Oakley Sediment Basin Mowing Services.

It is further recommended that city staff be permitted the discretion to selectively determine when it is appropriate to conduct some controlled burns as conditions, weather, grass suitability, and other factors permit. This is made easier by the fact that the contractors proposal delineates a unit price for each mowing.

This item was tabled due to concerns regarding the possibility of reducing or eliminating mowing of the site by using prescribed burning. As detailed in the body of this transmittal, the predominant variety of grass present at the site is known as “cool weather grass” that is not normally a good candidate for regular burning. Staff recommends the full contract be funded and awarded with the expectation that burning will be used as much as practical. There is the potential of reducing, or partially reducing, the monthly mowing by one month but that cannot be guaranteed.

BACKGROUND:

This item was tabled at the City Council meeting held on May 4, 2020.

The City owns approximately 529 acres of property in Oakley Township commonly referred to as the Oakley Sediment Basin consisting of 396 acres of detention basin, drainage ways, etc.; 50 acres of farm land that First Illinois Ag Group manages for the City; and 83 acres of non-farm land that must be mowed regularly to conform to the 2014 Macon County Special Use Permit that the City obtained for the recently completed dredging project.

Special Use Permit

The 2014 Macon County Special Use Permit is attached as Exhibit 1.

Section 1 of the permit creates a Site Maintenance Advisory Committee to monitor maintenance operations at the sediment site and the implementation of the Special Use Permit. An Advisory Committee was originally established around 2002 under an earlier permit to dredge Basin 6 north of Rea's Bridge Road. The meetings of this committee are attended by City Public Works staff and representatives of Oakley Township. Concerns with mowing and the maintenance of vegetation at the sediment site were very prominent topics of the initial meetings. During those initial meetings, City staff committed to monthly mowing from April to September to respond to the concerns raised by nearby residents and the Oakley Township.

Section 3 of the permit requires that the “City shall ensure facility maintenance and that vegetative growth will comply with all Macon County Nuisance Ordinance Regulations. There shall be no vegetative overgrowth visible from the surrounding perimeter roads...” The pertinent Macon County nuisance regulation is as follows:

§ 90.18 CATEGORY 4: WEEDS.

(A) No person or owner shall cause or permit weeds that have grown to a height in excess of 12 inches on any lot in any subdivision in the unincorporated area of the county, or on any lot where a residence exists pursuant to a special use permit granted by the County Board.

(B) No person shall cause or permit noxious weeds to grow anywhere in the county.

It has generally been the practice over the past 18 years to mow the unfarmed portions of the site monthly in order to address the concerns of residents, the Advisory Committee and meet the requirements of the County ordinance.

Prescribed Burning

Public Works staff and the Macon County Conservation District discussed the use of prescribed burning to maintain the grass areas around the sediment site. The following information resulted from that discussion.

- The purpose of prescribed burning is primarily to reduce thatch or dead plant material that accumulates from the previous year's growth. The grass around the sediment site varies in type, however it is predominantly considered a “cool season grass” which starts growing early in the year during cool weather. This type of grass does not normally accumulate much thatch or the dead plant matter necessary to have a successful prescribed burn. For this type of grass, prescribed burning could occur at most once a year and possibly only once every other year depending on the thatch accumulation. Cool season grass is not an ideal candidate for regular prescribed burns.
- Prescribed burning does not replace cool season grass mowing. It can possibly enable

the first mowing to be delayed or skipped but burning can only realistically occur between October and April depending on weather conditions. The District recommended that burning occur in the spring, February to April. Timing of the burn would determine any mowing reduction. An early burn in February could still require an April mow. A late March or early April burn will likely reduce the need for an April mowing, however, the later the spring burn is scheduled the more likely it is to be disrupted by the wet spring weather. Earlier burning seems to be preferable in Macon County. For instance, this year the “cool season grass” greened up very early which could have made an April prescribed burn difficult.

- The main downside to burning is the smoke and how it affects area residents. Initial discussions with the Advisory Committee and the Oakley Township indicated an initial concern with the smoke but no immediate opposition to a prescribed burn, however, it will take several weeks for the Township to get input from area residents and other board members. There are several residential properties close or adjacent to the site. Fire breaks will need to be installed and maintained to protect adjacent properties. A fire break would normally consist of a very close mowing or tilled soil sufficient to contain the fire.
- The Macon County Conservation District is willing to assist the City in doing a prescribed burn at the sediment site. They are the most knowledgeable entity locally with this type of burning experience.
- The Illinois Environmental Protection Agency requires an open burning permit which can be readily obtained. No other permits are required.
- On May 13, the Township Board contacted the city to inform us that they were opposed to controlled burning at the sediment basin.

Proposed Mowing Contract

A site map is attached which details the planned mowing areas. Over the past six years, the dredging contractor was required to mow the site. Since the project is in the final stage of completion, it is now the City’s responsibility to regularly mow.

The Public Works Department staff currently mows a significant amount of land throughout the City each mowing season and is not staffed or equipped to mow the additional 83 acres of land at the Sediment Basin. Therefore, bids were requested to mow the 83 acres of non-farm land around the site. A three-year mowing contract was requested with the expectation of receiving lower bids since bidders would receive payments for three years which would allow them (if need be) to invest in the type of equipment needed to properly mow the site, which has a lot of steep slopes. Additionally, it is likely to take at least 3 years for the sediment basin to dry sufficiently to allow the berms to be breached and another maintenance plan to be established for the site.

The mowing contract is structured with costs for monthly mowing to occur from April to September. The April mowing is usually a flexible mowing event since it can be easily disrupted by weather which may result in little growth and no need to mow or conditions that are too wet. If late-spring burning occurs, it may be unnecessary to mow in April. For the reasons stated earlier, it may not always be possible or beneficial to forego an April mowing, so it is proposed that the funding be authorized to allow an April mow as needed. If an April mow is not needed, there will be a savings of up to \$6,000 since some limited mowing may still be required even with a successful prescribed burn. It would be hard to burn 100% of the full 83 acres needing mowing. The mowing contractor understands this provision.

PRIOR COUNCIL ACTION:

On May 4, 2020, the City Council tabled this item and requested additional information.

On February 3, 2014, the City Council authorized the recently completed dredging project.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

Macon County Conservation District, Oakley Township

STAFF REFERENCE: Matt Newell, Public Works Director, Keith Alexander, Water Production Manager, Joe Nihiser, Lake Maintenance Supervisor. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Funding for this project is in the current Water Fund Lake Services budget. It is requested that the City Council approve this bid so that mowing can begin in a timely manner.

COPY:

Jandi Services
Azuish Enterprises

ATTACHMENTS:

Description	Type
Resolution Accepting Bid Oakley Mowing Services	Resolution Letter
Exhibit 1	Backup Material
Site Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH JANDI SERVICES FOR OAKLEY SEDIMENT
BASIN MOWING SERVICES**

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

Section 1. That the bid received for Jandi Services for Oakley Sediment Basin Mowing Services be presented to the Council herewith as Exhibit A and made part hereof be, received and placed on file.

Section 2. That the bid of Jandi Services in the amount of \$113,400.00 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Jandi Services attached hereto and made a part hereof, for said plan, in the amount of \$113,400.00.

PRESENTED and ADOPTED this 18th day of May 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk



PLANNING & ZONING DEPARTMENT
141 South Main Street, Suite 501
Decatur, Illinois 62523

217-424-1466 (voice)
217-424-1459 (fax)

January 13, 2014

City of Decatur
Attn: Keith Alexander
One Gary K Anderson Plaza
Decatur, IL 62523-1196

Dear Petitioner,

For your records, we are enclosing a copy of the recorded resolution on your recent Petition for a Special Use Permit. This Special Use Permit will allow operation and management of a silt retention basin in A-1 Agricultural zoning.

The approved resolution has been filed with the Macon County Clerk's Office and the Macon County Recorder's Office and is now on file.

Respectfully,

Angela Sarver
Macon County Planning & Zoning Dept.

Enclosure



Date Recorded: 1/10/2014 2:34:07 PM

**MACON COUNTY BOARD RESOLUTION
REGARDING CASE S-01-12-13, A PETITION FOR SPECIAL USE
PERMIT SUBMITTED BY CITY OF DECATUR**

RESOLUTION NO. Z-1130-1-14

WHEREAS, a petition was filed by City of Decatur requesting a renewal of a Special Use Permit for the operation and management of a Silt Retention Basin in A-1 Agricultural zoning. The property is legally described as:

Parts of Sections 2 and 3 of T16N, R3E of the 3rd PM as follows: That part of the NE ¼ of said Sec. 2 lying Nrlly of R-O-W Norfolk & Southern R.R., EXCEPT N 350' of W 844' thereof, and EXCEPT N 355' of NE ¼ of NE ¼ of said Sec. 2, and NW ¼ of said Sec. 2, EXCEPT N 347.5' of E 412.5' thereof, and NE ¼ of said Sec. 3, EXCEPT S 225.13' of W 450.27' thereof; and NE ¼ of NW ¼ of said Sec 3, EXCEPT N 24.53 acres thereof, and EXCEPT S 286' of W 456.92' thereof; and Beg. At NE corner of SE ¼ of NW ¼ of said Sec 3, th S 191.04', th W 1377.11 to W line of SE ¼ of NW ¼ of said Sec 3, the N 194.62' to NW corner of SE ¼ of NW ¼ of said Sec 3, th E to P.O.B.

The property is bounded by Angle Crossing Road on the North, Prairie View Road on the East, and Kitchen Road on the South. This tract is generally ¼ miles East of Sangamon Rd (County Highway 23) but is adjacent to Sangamon Road at two points about ¼ mile South of Angle Crossing Road in Oakley Township and contains 528.65 acres.

WHEREAS, staff recommended at hearing the petition be granted with the following stipulations:

1. A site Maintenance Advisory Committee ("Committee") shall be created to assist the City of Decatur in fulfilling the following terms and conditions of this Special Use Permit. The Committee shall monitor the maintenance operations at the facility and provide advice regarding the implementation of this Special Use Permit and the Site Reclamation Plan. This committee shall also serve as the clearinghouse for citizen complaints, concerns, and suggestions regarding the operations and maintenance of the site.

a. Committee membership shall consist of:

- One member representing Macon County appointed by the Macon County Board
- One member representing Oakley Township appointed by Oakley Township Board of Trustees
- One member representing the Macon County Soil and Water Conservation District appointed by the Macon County Soil and Water Conservation District Board.
- Two members representing the City of Decatur appointed by the Decatur City Council

b. The Committee shall meet at least on a bi-monthly basis with additional meetings to be called as needed to address immediate concerns. All meetings of the Committee shall be subject to the regulations and standards of the Open Meetings Act. All meetings of the Committee shall reserve time for the public to present verbal and/or written comments regarding site maintenance and/or reclamation issues. The Committee shall be empowered to adopt by-laws; and

FILED

JAN 10 2014
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2. The City of Decatur ("City") will establish and maintain a dedicated funds account to provide the Committee with the necessary financial resources in the event it has to hire a contractor to complete an aspect of site maintenance. The City shall maintain a minimum balance of \$60,000 in this dedicated funds account. The Committee shall be empowered to utilize this account under the following process:
 - a. When a concern or complaint regarding site maintenance is brought to the Committee's attention, it shall be forwarded to the City's Water Management Department within 10 business days.
 - b. The City shall have 30 business days to resolve the matter to the satisfaction of the Committee.
 - c. If the matter is not resolved within the allotted time, the Committee may call a special meeting to discuss and vote on a plan of action.
 - d. Once the Committee has approved a plan of action, the Committee should arrange for a private contractor to perform the necessary site maintenance. The work shall be performed by a pre-approved contractor. The City shall provide the Committee with a list of pre-approved contractors from which to choose.
 - e. All such contract work shall be paid from the dedicated funds account, with a copy of all correspondence, invoices, and receipts forwarded to the City; and
3. The City shall ensure facility maintenance and that vegetative growth will comply with all Macon County Nuisance Ordinance Regulations. There shall be no vegetative overgrowth visible from the surrounding perimeter roads; and
4. The City shall remit payment annually on August 1st to the various taxing districts for the loss of property tax revenue. The compensation shall be calculated each year by multiplying the certified assessed value for PI 121 by 529 acres and then multiplying by the individual tax rate for each taxing district. Each year the certified assessed values for farmland shall come from the Illinois Department of Revenue and the individual tax rates shall come from the Macon County Clerk. By January 15, 2014, The City of Decatur, shall pay all various districts the difference between the property taxes that were paid from 2006 to 2012 and what would have been due for the entire 529 acre parcel if used for crop production as (per the existing Special Use Permit) that was calculated by the Macon County Supervisor or Assessments using the calculation stated above in Stipulation 4. (See Attachment); and
5. Should the City decide to sell the 529 acre property in question, or any portion thereof, right of first refusal to purchase the property at fair market value shall be offered to the individuals, or their immediate heirs, from whom the City purchased property; and
6. Prior to approval of the Special Use Permit, the City of Decatur shall have a signed road use agreement with the Oakley Township Road Commissioner; and
7. All water drainage from inside the berm during construction and dredging operations shall drain to the west and shall comply with Illinois Drainage Laws and Illinois Department of Natural Resources dam (berm) requirements. A land disturbance permit is required for the acres disturbed in raising the berm; and
8. The Special Use shall be required to remain in conformance with all applicable local, state, and federal laws and regulations. Any violations of these applicable laws and regulations may result in penalties and fines as identified in Section 4.12 of the Macon County Zoning Ordinance. These penalties and fines would

be in addition to any penalties and fines mandated by the other local, state, or federal regulatory agency; and

9. The conditions of this Special Use Permit may be modified through the adoption, by County Board resolution, of an amendment to this permit. Any amendment shall be reviewed and approved in the same manner as this original permit or by the identified process for obtaining a Special Use Permit as indicated in the Macon County Zoning Ordinance; and

10. The Special Use Permit will have a 10 year limit for all to review at the end of that time limit. The Special Use Permit will expire on January 9, 2024.

WHEREAS, at the required public hearing on December 4, 2013, your Zoning Board of Appeals heard the testimony presented and voted 5-0 in favor of recommending to the County Board the petition be granted subject to the stipulations as set forth above.

WHEREAS, on December 19, 2013, your EEHW Committee heard the summary report and hereby recommends by the following 4-0 vote that the County Board approve the subject petition for a Special Use Permit to allow the operation and management of a Silt Retention Basin in A-1 Agricultural zoning subject to the above stipulations recommended by the Zoning Board of Appeals.

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board to ^{APPROVE} the subject petition for a Special Use Permit to allow the operation and management of a Silt Retention Basin in A-1 Agricultural zoning subject to the above stipulations recommended by the Zoning Board of Appeals.

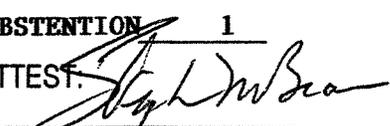
BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 9th day of January, 2014.

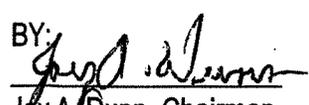
Ayes 17 NAYS 0

ABSTENTION 1

ATTEST.


Stephen M. Bean, Clerk for the
County of Macon, State of Illinois

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

BY: 
Jay A. Dunn, Chairman
Macon County Board

Oakley Silt Retention Basin Additional Tax/Use Calculation
 (529 Acres)

Property	Certified Values for Productivity Index 121 (2006 to 2014)									
	2007	2008	2009	2010	2011	2012	2013	2014	2013	2014
All Parcels	180.22	183.20	201.52	221.67	243.84	268.22	295.04	324.54	357.00	357.00
Acres	529	529	529	529	529	529	529	529	529	529

Property	Calculated Assessed Values Based on Productivity Index 121 Certified Values (2006 to 2014)									
	2007	2008	2009	2010	2011	2012	2013	2014	2013	2014
All Parcels	95,336.38	96,912.80	106,604.08	117,263.43	128,991.36	141,888.38	156,076.16	171,681.66	186,853.00	186,853.00
Acres	529	529	529	529	529	529	529	529	529	529

Property	Calculated Tax Due Based on Productivity Index 121 Certified Values (2006 to 2012)									
	2007	2008	2009	2010	2011	2012	2013	2014	2013	2014
Total Calculated Tax:	7,448.21	7,952.99	8,760.69	9,734.24	10,788.28	11,942.78	13,194.28	14,542.78	15,994.28	17,542.78
Total Paid:	1,878.20	1,958.74	2,091.20	2,302.92	2,542.42	2,814.90	3,114.90	3,444.90	3,804.90	4,194.90
529										

Total Owed to Each Taxing Body (2006-12)	2006-2012									
	2006	2007	2008	2009	2010	2011	2012	2013	2014	Total
Cerro Gordo School #100	3,301.51	3,242.10	3,403.09	3,769.16	4,905.91	5,375.38	5,947.46	6,519.54	7,091.62	51,710.10
Carro Gordo Fire	133.21	125.87	133.00	137.95	175.51	191.58	205.54	220.50	235.46	1,707.35
Co. Health & Mental Health	165.44	165.56	193.12	211.67	275.12	299.27	344.24	389.21	434.18	3,071.62
Conservation District	75.29	73.92	80.65	86.60	114.22	125.37	146.00	166.63	187.26	1,171.92
Cooperative Extension	18.46	17.56	18.81	20.03	26.80	29.42	33.33	37.24	41.15	317.23
County Tax	670.33	676.27	736.21	823.65	1,079.79	1,183.02	1,244.89	1,306.76	1,368.63	10,713.33
Hope- Wetky Public Library	131.42	129.74	141.20	155.01	197.63	220.86	234.73	248.60	262.47	2,013.33
Oakley Cemetery	57.03	56.35	61.61	66.43	89.50	99.04	109.02	119.00	128.98	977.33
Oakley Township	712.39	693.64	754.78	813.88	1,096.30	1,234.19	1,389.73	1,545.27	1,700.81	13,313.33
Richland CC 537	275.74	281.50	309.81	341.15	486.64	591.76	658.03	724.30	790.57	6,173.33
W-O Mul-TP Asmt	27.48	26.96	29.51	32.25	44.39	63.18	82.07	101.06	120.05	773.33
Macon Mosa. Abatement										
Totals by Year:	5,568.30	5,489.47	5,861.79	6,457.77	8,491.82	9,413.07	10,427.88	11,442.78	12,457.68	51,710.10

2006		Tax Districts	Tax Rate		Crosscheck
Total Assessed Value:		Cerro Gordo School #100	4.63109%	\$ 4,415.11	
\$	95,336.38	Cerro Gordo Fire	0.18686%	\$ 178.15	
		Co. Health & Mental Health	0.23207%	\$ 221.25	
		Conservation District	0.10561%	\$ 100.68	
		Cooperative Extension	0.02589%	\$ 24.68	
		County Tax	0.94028%	\$ 896.43	
		Hope- Welty Public Library	0.18434%	\$ 175.74	
		Oakley Cemetary	0.08000%	\$ 76.27	
		Oakley Township	0.99929%	\$ 952.69	
		Richland CC 537	0.38678%	\$ 368.74	
		W-O Mul-TP Asmt	0.03855%	\$ 36.75	Sum =
			7.81076%	\$ 7,446.50	\$ 7,446.50

2007		Tax Districts	Tax Rate		Crosscheck
Total Assessed Value:		Cerro Gordo School #100	4.53907%	\$ 4,398.94	
\$	96,912.80	Cerro Gordo Fire	0.17622%	\$ 170.78	
		Co. Health & Mental Health	0.23179%	\$ 224.63	
		Conservation District	0.10349%	\$ 100.30	
		Cooperative Extension	0.02459%	\$ 23.83	
		County Tax	0.94681%	\$ 917.58	
		Hope- Welty Public Library	0.18164%	\$ 176.03	
		Oakley Cemetary	0.07889%	\$ 76.45	
		Oakley Township	0.97112%	\$ 941.14	
		Richland CC 537	0.39411%	\$ 381.94	
		W-O Mul-TP Asmt	0.03775%	\$ 36.58	Sum =
			7.68548%	\$ 7,448.21	\$ 7,448.21

2008		Tax Districts	Tax Rate		Crosscheck
Total Assessed Value:		Cerro Gordo School #100	4.33112%	\$ 4,617.15	
\$	106,604.08	Cerro Gordo Fire	0.16927%	\$ 180.45	
		Co. Health & Mental Health	0.24579%	\$ 262.02	
		Conservation District	0.10264%	\$ 109.42	
		Cooperative Extension	0.02394%	\$ 25.52	
		County Tax	0.93697%	\$ 998.85	
		Hope- Welty Public Library	0.17971%	\$ 191.58	
		Oakley Cemetary	0.07841%	\$ 83.59	
		Oakley Township	0.96061%	\$ 1,024.05	
		Richland CC 537	0.39429%	\$ 420.33	
		W-O Mul-TP Asmt	0.03756%	\$ 40.04	Sum =
			7.46031%	\$ 7,952.99	\$ 7,952.99

2009		Tax Districts	Tax Rate		Crosscheck
Total Assessed Value:		Cerro Gordo School #100	4.36051%	\$ 5,113.28	
\$	117,263.43	Cerro Gordo Fire	0.15959%	\$ 187.14	
		Co. Health & Mental Health	0.24488%	\$ 287.15	
		Conservation District	0.10019%	\$ 117.49	
		Cooperative Extension	0.02317%	\$ 27.17	
		County Tax	0.95288%	\$ 1,117.38	
		Hope- Welty Public Library	0.17933%	\$ 210.29	
		Oakley Cemetary	0.07685%	\$ 90.12	
		Oakley Township	0.94157%	\$ 1,104.12	
		Richland CC 537	0.39467%	\$ 462.80	
		W-O Mul-TP Asmt	0.03731%	\$ 43.75	Sum =
			7.47095%	\$ 8,760.69	\$ 8,760.69

2010		Tax Districts	Tax Rate		Crosscheck
Total Assessed Value:		Cerro Gordo School #100	4.35974%	\$ 5,623.69	
\$	128,991.36	Cerro Gordo Fire	0.15597%	\$ 201.19	
		Co. Health & Mental Health	0.24449%	\$ 315.37	
		Conservation District	0.10150%	\$ 130.93	
		Cooperative Extension	0.02382%	\$ 30.73	
		County Tax	0.95958%	\$ 1,237.78	
		Hope- Welty Public Library	0.17563%	\$ 226.55	
		Oakley Cemetary	0.07954%	\$ 102.60	
		Oakley Township	0.97425%	\$ 1,256.70	
		Richland CC 537	0.43246%	\$ 557.84	
		W-O Mul-TP Asmt	0.03945%	\$ 50.89	Sum =
			7.54643%	\$ 9,734.24	\$ 9,734.24

2011		Tax Districts	Tax Rate		Crosscheck
Total Assessed Value:		Cerro Gordo School #100	4.34194%	\$ 6,160.71	
\$	141,888.38	Cerro Gordo Fire	0.15475%	\$ 219.57	
		Co. Health & Mental Health	0.24173%	\$ 342.99	
		Conservation District	0.10127%	\$ 143.69	
		Cooperative Extension	0.02376%	\$ 33.71	
		County Tax	0.95558%	\$ 1,355.86	
		Hope- Welty Public Library	0.17840%	\$ 253.13	
		Oakley Cemetary	0.08000%	\$ 113.51	
		Oakley Township	0.99691%	\$ 1,414.50	
		Richland CC 537	0.47799%	\$ 678.21	
		W-O Mul-TP Asmt	0.05103%	\$ 72.41	Sum =
			7.60336%	\$ 10,788.28	\$ 10,788.28

2012		Tax Districts	Tax Rate		Crosscheck
Total Assessed Value:		Cerro Gordo School #100	4.36420%	\$ 6,811.48	
\$	156,076.16	Cerro Gordo Fire	0.15082%	\$ 235.39	
		Co. Health & Mental Health	0.25260%	\$ 394.25	
		Conservation District	0.10713%	\$ 167.20	
		Cooperative Extension	0.02446%	\$ 38.18	
		County Tax	0.91349%	\$ 1,425.74	
		Hope- Welty Public Library	0.17224%	\$ 268.83	
		Oakley Cemetary	0.08000%	\$ 124.86	
		Oakley Township	1.01977%	\$ 1,591.62	
		Richland CC 537	0.48286%	\$ 753.63	
		W-O Mul-TP Asmt	0.05113%	\$ 79.80	Sum =
		Macon County Mosq. Abatement	0.03319%	\$ 51.80	\$ 11,942.78
			7.65189%	\$ 11,942.78	

2013		Tax Districts	Tax Rate		
Total Assessed Value:		Cerro Gordo School #100		\$ -	
\$	171,681.66	Cerro Gordo Fire		\$ -	
		Co. Health & Mental Health		\$ -	
		Conservation District		\$ -	
		Cooperative Extension		\$ -	
		County Tax		\$ -	
		Hope- Welty Public Library		\$ -	
		Oakley Cemetary		\$ -	
		Oakley Township		\$ -	
		Richland CC 537		\$ -	
		W-O Mul-TP Asmt		\$ -	

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0.00000% \$ -

2014	Tax Districts	Tax Rate	
Total Assessed Value: \$ 188,853.00	Cerro Gordo School #100	\$	-
	Cerro Gordo Fire	\$	-
	Co. Health & Mental Health	\$	-
	Conservation District	\$	-
	Cooperative Extension	\$	-
	County Tax	\$	-
	Hope- Welty Public Library	\$	-
	Oakley Cemetary	\$	-
	Oakley Township	\$	-
	Richland CC 537	\$	-
	W-O Mul-TP Asmt	\$	-
	0.00000%	\$	-

Oakley Silt Retention Basin Additional Tax/Use Calculation
(529 Acres)

Prepared by: Christopher Studyla
Erickson, Davis, Murphy, Johnson, and Walsh, Ltd.

Property	Acreage	Total Tax Paid (2006 to 2014)										Total Paid by Parcel
		2006	2007	2008	2009	2010	2011	2012	2013	2014		
14-13-03-200-006	67.41	\$ 152.58	\$ 139.80	\$ 148.78	\$ 163.28	\$ 157.74	\$ 173.64	\$ 190.54	\$ -	\$ -	\$ -	\$ 1,126.36
14-13-03-200-008	119.84	\$ 458.98	\$ 467.10	\$ 498.74	\$ 549.64	\$ 303.32	\$ 336.12	\$ 370.28	\$ -	\$ -	\$ -	\$ 2,984.18
14-13-02-100-001	53.2	\$ 201.22	\$ 213.12	\$ 227.62	\$ 250.66	\$ 99.08	\$ 109.72	\$ 120.92	\$ -	\$ -	\$ -	\$ 1,222.34
14-13-02-100-006	100	\$ 486.84	\$ 526.16	\$ 561.84	\$ 618.82	\$ 288.80	\$ 320.04	\$ 352.68	\$ -	\$ -	\$ -	\$ 3,155.18
14-13-02-100-004	35	\$ 157.16	\$ 167.24	\$ 178.54	\$ 196.64	\$ 124.22	\$ 137.48	\$ 151.70	\$ -	\$ -	\$ -	\$ 1,112.98
14-13-02-200-002	36.22	\$ 166.06	\$ 172.16	\$ 183.90	\$ 202.54	\$ 154.02	\$ 170.54	\$ 188.12	\$ -	\$ -	\$ -	\$ 1,237.34
14-13-02-200-003	15.5	\$ 55.08	\$ 59.50	\$ 63.64	\$ 70.08	\$ 46.26	\$ 51.26	\$ 56.46	\$ -	\$ -	\$ -	\$ 402.28
14-13-02-200-013	59.03	\$ 200.28	\$ 213.66	\$ 228.14	\$ 251.26	\$ 68.98	\$ 76.42	\$ 84.20	\$ -	\$ -	\$ -	\$ 1,122.94
Total Paid by Year	486.2	\$ 1,978.20	\$ 1,958.74	\$ 2,091.20	\$ 2,302.92	\$ 1,242.42	\$ 1,375.72	\$ 1,514.90	\$ -	\$ -	\$ -	\$ 12,363.60

Amounts-Owed to Each Body

Oakley Silt Retention Basin Additional Tax/Use Calculation
(529 Acres)

Prepared by: Christopher Studyla
Erickson, Davis, Murphy, Johnson, and Walsh, Ltd.

2006	Tax Districts	Tax Rate	Amount Received	Amount Calculated	Difference Owed to Taxing Body
	Cerro Gordo School #100	4.63109%	1,113.61	4,415.11	3,301.51
	Cerro Gordo Fire	0.18686%	44.93	178.15	133.21
	Co. Health & Mental Health	0.23207%	55.80	221.25	165.44
	Conservation District	0.10561%	25.40	100.68	75.29
	Cooperative Extension	0.02589%	6.23	24.68	18.46
	County Tax	0.94028%	226.10	896.43	670.33
	Hope- Welty Public Library	0.18434%	44.33	175.74	131.42
	Oakley Cemetery	0.08000%	19.24	76.27	57.03
	Oakley Township	0.99929%	240.29	952.69	712.39
	Richland CC 537	0.38678%	93.01	368.74	275.74
	W-O Mul-TP Asmt	0.03855%	9.27	36.75	27.48
		7.81076%	1,878.20	7,446.50	5,568.30
	Total Tax Paid:		1,878.20		

2007	Tax Districts	Tax Rate	Amount Received	Amount Calculated	Difference Owed to Taxing Body
	Cerro Gordo School #100	4.53907%	1,156.84	4,398.94	3,242.10
	Cerro Gordo Fire	0.17622%	44.91	170.78	125.87
	Co. Health & Mental Health	0.23179%	59.07	224.63	165.56
	Conservation District	0.10349%	26.38	100.30	73.92
	Cooperative Extension	0.02459%	6.27	23.83	17.56
	County Tax	0.94681%	241.31	917.58	676.27
	Hope- Welty Public Library	0.18164%	46.29	176.03	129.74
	Oakley Cemetery	0.07889%	20.11	76.45	56.35
	Oakley Township	0.97112%	247.50	941.14	693.64
	Richland CC 537	0.39411%	100.44	381.94	281.50
	W-O Mul-TP Asmt	0.03775%	9.62	36.58	26.96
		7.68548%	1,958.74	7,448.21	5,489.47
	Total Tax Paid:		1,958.74		

2008	Tax Districts	Tax Rate	Amount Received	Amount Calculated	Difference Owed to Taxing Body
	Cerro Gordo School #100	4.33112%	1,214.06	4,617.15	3,403.09
	Cerro Gordo Fire	0.16927%	47.45	180.45	133.00
	Co. Health & Mental Health	0.24579%	68.90	262.02	193.12
	Conservation District	0.10264%	28.77	109.42	80.65
	Cooperative Extension	0.02394%	6.71	25.52	18.81
	County Tax	0.93697%	262.64	998.85	736.21
	Hope- Welty Public Library	0.17971%	50.37	191.58	141.20
	Oakley Cemetery	0.07841%	21.98	83.59	61.61
	Oakley Township	0.96061%	269.27	1,024.05	754.78
	Richland CC 537	0.39429%	110.52	420.33	309.81
	Total Tax Paid:		2,091.20		

Oakley Silt Retention Basin Additional Tax/Use Calculation
(529 Acres)

0.03756%	\$	10.53	\$	40.04	\$	29.51
7.46031%	\$	2,091.20	\$	7,952.99	\$	5,861.79

W-O Mul-TP Asmt

2009		Tax Districts		Amount Received	Amount Calculated	Difference Owed to Taxing Body
		Cerro Gordo School #100		1,344.13	5,113.28	3,769.16
		Cerro Gordo Fire		49.19	187.14	137.95
		Co. Health & Mental Health		75.48	287.15	211.67
		Conservation District		30.88	117.49	86.60
		Cooperative Extension		7.14	27.17	20.03
		County Tax		293.73	1,117.38	823.65
		Hope- Welty Public Library		55.28	210.29	155.01
		Oakley Cemetery		23.69	90.12	66.43
		Oakley Township		290.24	1,104.12	813.88
		Richland CC 537		121.66	462.80	341.15
		W-O Mul-TP Asmt		11.50	43.75	32.25
				2,302.92	8,760.69	6,457.77
		Total Tax Paid:		2,302.92		

2010		Tax Districts		Amount Received	Amount Calculated	Difference Owed to Taxing Body
		Cerro Gordo School #100		717.77	5,623.69	4,905.91
		Cerro Gordo Fire		25.68	201.19	175.51
		Co. Health & Mental Health		40.25	315.37	275.12
		Conservation District		16.71	130.93	114.22
		Cooperative Extension		3.92	30.73	26.80
		County Tax		157.98	1,237.78	1,079.79
		Hope- Welty Public Library		28.92	226.55	197.63
		Oakley Cemetery		13.10	102.60	89.50
		Oakley Township		160.40	1,256.70	1,096.30
		Richland CC 537		71.20	557.84	486.64
		W-O Mul-TP Asmt		6.49	50.89	44.39
				1,242.42	9,734.24	8,491.82
		Total Tax Paid:		1,242.42		

2010		Tax Districts		Amount Received	Amount Calculated	Difference Owed to Taxing Body
		Cerro Gordo School #100		785.32	6,160.71	5,375.38
		Cerro Gordo Fire		27.99	219.57	191.58
		Co. Health & Mental Health		43.72	342.99	299.27
		Conservation District		18.32	143.69	125.37
		Cooperative Extension		4.30	33.71	29.42
		Total Tax Paid:		1,375.22		

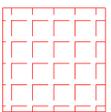
Oakley Silt Retention Basin Additional Tax/Use Calculation
(529 Acres)

County Tax	0.95588%	\$ 172.84	\$ 1,355.86	\$ 1,183.02
Hope- Welty Public Library	0.17840%	\$ 32.27	\$ 253.13	\$ 220.86
Oakley Cemetery	0.08000%	\$ 14.47	\$ 113.51	\$ 99.04
Oakley Township	0.99691%	\$ 180.31	\$ 1,414.50	\$ 1,234.19
Richland CC 537	0.47799%	\$ 86.45	\$ 678.21	\$ 591.76
W-O Mul-TP Asmt	0.05103%	\$ 9.23	\$ 72.41	\$ 63.18
	7.60336%	\$ 1,375.22	\$ 10,788.28	\$ 9,413.07

2012	Tax Districts	Tax Rate	Amount Received	Amount Calculated	Difference Owed to Taxing Body
	Cerro Gordo School #100	4.36420%	\$ 864.01	\$ 6,811.48	\$ 5,947.46
	Cerro Gordo Fire	0.15082%	\$ 29.86	\$ 235.39	\$ 205.54
	Co. Health & Mental Health	0.25260%	\$ 50.01	\$ 394.25	\$ 344.24
	Conservation District	0.10713%	\$ 21.21	\$ 167.20	\$ 146.00
	Cooperative Extension	0.02446%	\$ 4.84	\$ 38.18	\$ 33.33
	County Tax	0.91349%	\$ 180.85	\$ 1,425.74	\$ 1,244.89
	Hope- Welty Public Library	0.17224%	\$ 34.10	\$ 268.83	\$ 234.73
	Oakley Cemetery	0.08000%	\$ 15.84	\$ 124.86	\$ 109.02
	Oakley Township	1.01977%	\$ 201.89	\$ 1,591.62	\$ 1,389.73
	Richland CC 537	0.48286%	\$ 95.60	\$ 753.63	\$ 658.03
	W-O Mul-TP Asmt	0.05113%	\$ 10.12	\$ 79.80	\$ 69.68
	Macon Mosq. Abatement	0.03319%	\$ 6.57	\$ 51.80	\$ 45.23
		7.65189%	\$ 1,514.90	\$ 11,942.78	\$ 10,427.88

2013	Tax Districts	Tax Rate	Amount Received	Amount Calculated	Difference Owed to Taxing Body
	Cerro Gordo School #100	\$	\$	\$	\$
	Cerro Gordo Fire	\$	\$	\$	\$
	Co. Health & Mental Health	\$	\$	\$	\$
	Conservation District	\$	\$	\$	\$
	Cooperative Extension	\$	\$	\$	\$
	County Tax	\$	\$	\$	\$
	Hope- Welty Public Library	\$	\$	\$	\$
	Oakley Cemetery	\$	\$	\$	\$
	Oakley Township	\$	\$	\$	\$
	Richland CC 537	\$	\$	\$	\$
	W-O Mul-TP Asmt	\$	\$	\$	\$
		0.00000%	\$	\$	\$

2014	Tax Districts	Tax Rate	Amount Received	Amount Calculated	Difference Owed to Taxing Body



HATCHED AREA DOES NOT NEED MOWED



HATCHED AREA NEEDS MOWED

NOTE 1. APPROXIMATELY 83.12 ACRES IN THE GREEN HATCHED AREA.



Feb 26, 2020 - 1:56pm

K:\Common\CVCPW\2013 City Projects\2013-14 AKA W1314 DREDGING & OAKLEY BASIN\Plans\Mowing Location Map.dwg

MOWING LOCATIONS FOR THE OAKLEY SEDIMENT BASIN



CITY OF DECATUR
ENGINEERING DIVISION

EXISTING

SCALE: 1" = 250'

1 SHEETS
SHEET
1

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Letter	Cover Memo
Financial report	Cover Memo

Treasurer's Financial Report

The letter to the financial report will be made available to Council subsequent to publication of the Council May 18 agenda material, and before the close of business on Friday May 15.



Fiscal Year 2020

Fiscal Period Ending April 2020

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: April 2020

Fund	Fund Name	Opening Cash & Investments	Receipts	Disbursements	Balance Sheet Accts Activity	Investment Transfers	Ending Cash Balance	Investments	Total Cash & Investments	Interfund Loans (Borrowing)
10	General Fund GENERAL FUND	9,688,689.17	4,594,600.80	6,341,982.36	(9,033.41)		7,932,274.20		7,932,274.20	0.00
17	Special Revenue Funds HOME FUND	64,681.55	2,289.49	1,292.06	0.00		65,678.98		65,678.98	
18	CDBG FUND	9,295.76	128,540.89	128,317.51	0.00		9,519.14		9,519.14	
22	DUATS FUND	48,201.58	1.65	152.46	0.00		48,050.77		48,050.77	
25	STATE DRUG ENFORCEMENT	216,717.08	3.03	22,505.10	0.00		194,215.01		194,215.01	
26	DUI FINES AND FEES FUND	223,169.42	4,883.60	675.70	0.00		227,377.32		227,377.32	
27	POLICE LAB & PROGRAMS	210,465.78	7.19	19.20	0.00		210,453.77		210,453.77	
30	FEDERAL DRUG ENFORCEMENT	129,770.95	4.44	0.00	0.00		129,775.39		129,775.39	
34	BUILDING FUND	733,418.85	47,937.18	333,937.00	0.00		447,419.03		447,419.03	
35	LIBRARY FUND	712,219.34	121,979.25	382,653.86	0.00		451,544.73		451,544.73	
36	MUNICIPAL BAND FUND	36,231.54	1,058.00	213.00	0.00		37,076.54		37,076.54	
37	FOREIGN FIRE INSURANCE FUND	168,039.65	75.58	11,422.61	0.00		156,692.62		156,692.62	
42	LOCAL STREETS & ROADS	1,719,366.52	127,258.70	12,642.68	0.00		1,833,982.54		1,833,982.54	
46	MOTOR FUEL TAX FUND	1,912,952.26	244,133.90	1,125,208.06	0.00		1,031,878.10		1,031,878.10	
58	LIBRARY CAPITAL	331,956.43	11.35	0.00	0.00		331,967.78		331,967.78	
59	LIBRARY TRUST FUNDS	196,557.18	6.67	3,000.36	0.00		193,563.49		193,563.49	
82	DCDF FUND	139,564.77	1,357.80	85.32	0.00		140,837.25		140,837.25	
84	COMMUNITY REVITALIZATION	608,958.72	1,134,015.16	2,450.00	0.00		1,740,523.88		1,740,523.88	
85	GRANT FUND	0.00	0.00	0.00	0.00		0.00		0.00	
	Total Special Revenue Funds	7,461,567.38	1,813,563.88	2,024,574.92	0.00	0.00	7,250,556.34	0.00	7,250,556.34	0.00
19	TIF & Redevelopment Funds OLDE TOWNE TIF FUND	79,674.93	2.72	0.00	0.00		79,677.65		79,677.65	
20	SE PLAZA TIF FUND	8,703.47	8,580.44	0.00	0.00		17,283.91		17,283.91	
21	WABASH CROSSING TIF	828,651.15	28.33	0.00	0.00		828,679.48		828,679.48	
23	EASTGATE TIF FUND	300,481.49	17,070.56	0.00	0.00		317,552.05		317,552.05	
24	SOUTHSIDE TIF FUND	90,034.91	3.08	0.00	0.00		90,037.99		90,037.99	
28	PINES SHOPPING CENTER TIF	2,683.09	2,530.13	0.00	0.00		5,213.22		5,213.22	
29	GRAND & OAKLAND TIF	5,741.33	5,480.29	0.00	0.00		11,221.62		11,221.62	
	Total TIF & Redevelpmnt Funds	1,315,970.37	33,695.55	0.00	0.00	0.00	1,349,665.92	0.00	1,349,665.92	0.00
40	Capital Funds PEG CAPITAL FUND	97,294.48	3,368.43	21,943.17	0.00		78,719.74		78,719.74	
44	2018 PROJECT FUND	5,945,198.72	6,984.29	28,578.30	0.00		951,713.84	4,971,890.87	5,923,604.71	
45	CAPITAL PROJECT FUND	100,106.77	3.34	5,000.00	0.00		95,110.11		95,110.11	(1,681,816.00)
61	EQUIPMENT REPLACEMENT	895,719.35	58.85	103,578.43	0.00		792,199.77		792,199.77	
	Total Capital Funds	7,038,319.32	10,414.91	159,099.90	0.00	0.00	1,917,743.46	4,971,890.87	6,889,634.33	(1,681,816.00)

**City of Decatur
Treasurer's Cash Report**

Month of: April 2020

<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	217,265.24	31,164.96	0.00	0.00		248,430.20		248,430.20	0.00
60	Internal Service Funds FLEET MAINTENANCE	294,438.83	222,058.68	198,877.45	0.00		317,620.06		317,620.06	
64	RISK MANAGEMENT	2,043,658.54	275,074.11	143,275.86	0.00		2,175,456.79		2,175,456.79	
65	INSURANCE FUND	2,462,143.72	1,206,156.02	767,281.30	0.00		2,901,018.44		2,901,018.44	
	Total Internal Service Funds	4,800,241.09	1,703,288.81	1,109,434.61	0.00	0.00	5,394,095.29	0.00	5,394,095.29	0.00
70	Enterprise Funds MASS TRANSIT -OPERATION	1,526,744.01	970.98	601,538.04	0.00		926,176.95		926,176.95	
77	FIBER OPTICS	112,675.86	453.81	3,000.00	0.00		110,129.67		110,129.67	
78	STORM WATER	2,788,874.17	169,452.78	71,876.59	0.00		2,886,450.36		2,886,450.36	
79	SEWER FUND	10,430,379.35	1,346,814.39	1,875,792.98	0.00		9,901,400.76		9,901,400.76	
80	WATER FUND	1,635,164.11	2,354,753.25	1,235,623.66	18,889.47		2,773,183.17		2,773,183.17	
81	WATER CAPITAL	3,324,468.28	540.83	5,774.53	0.00		3,319,234.58		3,319,234.58	1,681,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	127,553.38	60,732.98	54,413.65	0.00		133,872.71		133,872.71	
89	WATER BOND	371,534.99	12.70	0.00	0.00		371,547.69		371,547.69	
	Total Enterprise Funds	32,817,394.15	3,933,731.72	3,848,019.45	18,889.47	0.00	32,921,995.89	0.00	32,921,995.89	1,681,816.00
90	Trust & Agency Funds FIRE PENSION FUND CASH	97,980.25	176,667.59	716,648.97	0.00	500,000.00	57,998.87		57,998.87	
90	FIRE PENSION INVESTMENTS	71,749,303.63	41,738.87	50,751.72	0.00	(500,000.00)		71,240,290.78	71,240,290.78	
	TOTAL FIRE PENSION	71,847,283.88	218,406.46	767,400.69	0.00	0.00	57,998.87	71,240,290.78	71,298,289.65	
91	POLICE PENSION FUND CASH	959,066.59	212,184.20	752,873.94	0.00		418,376.85		418,376.85	
91	POLICE PENSION INVESTMENTS	98,175,553.93	(67,551.05)	(1,288.63)	0.00			98,109,291.51	98,109,291.51	
	TOTAL FIRE PENSION	99,134,620.52	144,633.15	751,585.31	0.00	0.00	418,376.85	98,109,291.51	98,527,668.36	
	Total Trust & Agency Funds	170,981,904.40	363,039.61	1,518,986.00	0.00	0.00	476,375.72	99,882,194.95	169,825,958.01	0.00
	Total City Funds	234,321,351.12	12,483,500.24	15,002,097.24	9,856.06	0.00	57,491,137.02	104,854,085.82	231,812,610.18	0.00
Memorandum Items										
	Pooled Cash Investments	0.00	0.00	0.00	0.00	0.00	0.00	10,511,089.15	10,511,089.15	
	City Funds ex Trust & Agency	63,339,446.72	12,120,460.63	13,483,111.24	9,856.06	0.00	57,014,761.30	15,482,980.02	61,986,652.17	0.00

City of Decatur
Monthly Fund Balance History

Period Ending: April 2020

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
10 General	2018	5,066,069	6,185,096	6,779,372	6,627,214	6,617,971	7,183,136	7,087,728	7,699,920	8,289,094	6,711,578	6,015,050	5,195,823
	2019	6,482,379	7,562,036	7,322,260	7,212,146	7,656,151	7,851,747	7,452,516	8,031,145	8,500,532	7,629,111	8,267,828	8,339,798
	2020	8,296,671	9,275,978	9,688,689	7,932,274								
12 Economic Develop	2018	289,208	296,382	317,833	191,284	181,475	201,914	222,225	208,341	236,589	130,686	143,267	102,887
	2019	108,548	79,069	39,032	34,670	29,388	(8,300)	7,473	476,484	(14,818)	(16,848)	(56,290)	-
17 HOME	2018	85,812	85,841	87,505	94,274	97,348	97,312	49,364	49,716	53,697	55,227	56,264	57,267
	2019	56,988	67,392	53,424	54,544	55,535	68,928	70,396	71,451	76,144	81,445	82,254	77,286
	2020	58,171	63,167	64,682	65,679								
18 CDBG	2018	3,435	5,393	(2,750)	5,552	14,421	(3,934)	(197,646)	6,138	6,138	6,529	6,540	6,164
	2019	5,824	5,824	(452)	7,446	4,629	238	(197,495)	(200,500)	(203,009)	8,604	8,789	6,256
	2020	6,590	9,041	9,296	9,519								
19 Olde Towne TIF	2018	12,398	12,398	12,399	12,645	89,284	(169,380)	307,092	307,171	273,937	655,040	655,507	1,691
	2019	(99,371)	(99,371)	(99,371)	(99,371)	(99,371)	(356,181)	526,910	527,364	998,764	983,459	984,157	78,883
	2020	78,936	78,987	79,675	79,678								
20 Southeast TIF	2018	36,536	45,837	52,761	62,218	71,582	80,944	268,906	275,378	284,739	435,012	444,210	453,345
	2019	29,054	38,381	9,069	18,117	27,124	14,005	143,278	651	163,887	172,925	988	10,854
	2020	19,444	17	8,703	17,284								
21 Wabash TIF	2018	155,441	155,445	155,453	155,647	155,735	102,781	375,308	375,405	375,487	521,134	521,526	307,126
	2019	448,978	449,339	449,686	450,406	451,035	400,981	476,653	477,064	547,716	548,268	548,658	826,410
	2020	826,965	827,504	828,651	828,679								
22 DUATS	2018	60,327	62,432	62,435	62,093	62,122	61,671	61,585	61,600	61,335	61,307	60,436	60,366
	2019	62,049	61,694	62,705	62,603	62,467	62,316	60,709	47,815	33,055	33,092	32,805	335
	2020	335	63,201	48,202	48,051								
23 East Gate TIF	2018	50,963	67,572	17,128	33,965	50,792	67,753	170,291	33,278	49,487	170	16,981	33,792
	2019	50,128	66,374	16,894	33,717	50,557	67,393	171,917	188,862	215,295	232,296	229,159	246,771
	2020	264,003	282,998	300,481	317,552								
24 Southside TIF	2018	50,503	50,504	50,506	50,556	50,581	50,604	68,488	68,506	68,521	70,635	70,695	70,740
	2019	70,805	60,473	60,520	60,617	60,702	60,749	89,225	89,302	89,420	89,509	89,572	89,773
	2020	89,833	89,892	90,035	90,038								
25 State Drug	2018	718,866	606,758	635,136	686,201	813,877	783,713	756,054	830,745	822,491	792,285	511,664	315,095
	2019	302,371	279,791	311,959	308,564	264,579	249,649	250,756	228,288	242,016	264,869	211,563	203,973
	2020	203,517	228,717	216,717	194,215								
26 DUI	2018	185,059	190,813	188,665	191,823	196,075	205,632	211,998	211,937	205,924	193,799	196,688	170,717
	2019	175,872	181,317	187,218	197,245	206,709	215,014	218,032	217,959	223,592	229,262	232,596	234,223
	2020	229,507	211,043	223,169	227,377								

City of Decatur
Monthly Fund Balance History

Period Ending: April 2020

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
27 Police Lab	2018	62,737	59,399	59,426	51,749	61,263	60,503	57,586	56,294	56,209	56,865	220,823	219,501
	2019	219,812	219,935	220,305	208,768	209,028	209,567	209,737	209,628	210,090	209,279	209,528	209,519
	2020	209,760	210,051	210,466	210,454								
28 Pines TIF	2018	102,387	105,050	2,679	5,374	8,047	10,719	49,532	53,129	55,801	91,359	93,794	96,217
	2019	99,019	101,760	2,549	4,956	7,354	11,845	49,119	50,383	87,700	90,152	93,114	95,937
	2020	98,532	97	2,683	5,213								
29 Grand/Oakland TIF	2018	183,957	188,901	4,974	9,976	14,940	19,903	88,796	84,477	89,436	151,430	156,079	160,708
	2019	165,894	170,969	4,841	9,442	14,031	15,130	81,859	84,296	151,101	152,919	155,301	161,288
	2020	166,878	165	5,741	11,222								
30 Federal Drug	2018	-	-	-	-	-	-	-	-	-	-	121,547	118,042
	2019	136,918	134,226	129,334	122,041	122,151	134,762	131,991	131,004	134,012	132,419	132,513	132,149
	2020	132,237	129,723	129,771	129,775								
33 Police Capital	2018	418,025	503,686	500,766	486,103	426,298	430,960	368,222	454,016	451,915	376,008	372,030	360,318
	2019	358,614	296,882	311,917	217,270	217,981	236,445	446,573	431,700	429,373	392,971	390,254	-
34 Building	2018	160,525	175,997	188,383	205,249	211,212	222,791	254,281	244,770	236,593	257,619	180,349	114,165
	2019	158,797	151,686	156,799	171,427	189,116	204,665	195,113	207,472	221,600	65,421	(179,607)	891,406
	2020	930,823	713,327	733,419	447,419								
35 Library	2018	755,181	535,940	332,400	194,523	(67,191)	(293,324)	1,100,434	881,986	664,473	1,624,684	1,294,656	1,063,511
	2019	1,027,534	827,400	603,765	423,331	202,473	(17,809)	1,392,329	1,181,417	1,970,149	1,736,720	1,488,252	1,362,863
	2020	1,174,592	947,971	712,219	451,545								
36 Band	2018	29,008	28,751	29,408	30,090	19,938	6,952	20,998	450	(4,943)	13,895	29,239	29,911
	2019	33,927	34,341	35,111	33,900	32,142	13,225	24,684	7,485	21,084	18,657	29,761	35,464
	2020	34,835	35,340	36,232	37,077								
37 Foreign Fire Ins	2018	-	-	-	-	-	-	-	172,235	172,235	165,827	315,584	227,610
	2019	215,510	202,420	194,396	169,866	141,199	137,676	133,004	127,768	120,338	259,795	244,646	210,564
	2020	199,066	180,822	168,040	156,693								
40 PEG	2018	265,489	60,962	58,291	60,442	72,794	70,139	71,572	66,518	63,826	64,758	77,581	61,526
	2019	59,100	72,104	74,147	75,426	86,602	84,662	67,068	80,210	78,372	75,074	90,854	87,531
	2020	88,440	99,632	97,294	78,720								
42 Local Streets	2018	2,139,422	1,702,245	1,823,404	1,956,905	2,100,125	2,254,394	2,408,144	1,982,131	2,141,560	2,255,966	2,407,963	2,494,146
	2019	2,649,551	2,182,487	2,320,390	2,472,400	2,625,608	2,762,097	3,155,021	2,710,536	2,684,192	2,751,803	2,918,646	2,001,070
	2020	2,154,047	1,701,201	1,719,367	1,833,983								

City of Decatur
Monthly Fund Balance History

Period Ending: April 2020

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
44 2018 Project	2018	-	-	-	-	-	-	8,673,497	8,493,686	8,485,808	8,437,538	8,395,357	8,379,081
	2019	8,302,118	8,157,047	8,156,028	8,005,691	8,030,861	7,840,396	7,620,196	7,378,090	7,422,472	6,747,802	6,747,710	6,343,397
	2020	6,153,751	6,151,614	5,945,199	5,923,605								
45 Capital	2018	21,986	21,987	21,988	22,008	22,018	22,028	22,037	2,004,115	2,004,553	805,372	783,877	784,310
	2019	800,390	918,593	529,457	230,139	230,585	222,079	255,217	295,835	853,957	871,870	867,488	655,457
	2020	650,896	604,380	100,107	95,110								
46 MFT	2018	1,881,296	1,977,681	2,067,250	2,120,578	2,248,622	2,343,409	2,418,098	2,537,798	2,623,091	1,669,522	1,306,990	1,388,590
	2019	1,535,917	1,605,343	1,691,937	1,790,003	1,880,347	2,059,890	2,118,186	1,884,455	2,036,387	2,134,759	1,807,708	1,727,301
	2020	1,997,793	1,611,088	1,912,952	1,031,878								
47 Major Moves	2018	98,691	107,418	107,424	97,524	92,569	20,509	27,501	41,561	31,409	(31,866)	26,043	444
	2019	(25,208)	(45,513)	(39,015)	81,591	102,841	(32,459)	(119,019)	84,279	22,074	-	-	-
49 Fire Capital	2018	165,148	(86,170)	10,616	23,441	(32,684)	829,379	821,636	678,688	872,919	888,399	804,081	613,687
	2019	643,711	562,070	599,369	381,629	382,265	396,141	407,070	420,279	389,061	262,720	264,695	-
50 Debt	2018	739,116	67,688	88,280	109,470	130,285	92,259	656,769	723,551	585,487	1,203,768	1,223,715	987,082
	2019	1,059,523	116,000	131,360	141,413	157,611	106,612	1,132,526	869,733	1,559,115	1,576,328	1,591,702	1,385,237
	2020	1,417,335	184,845	217,265	248,430								
58 Library Capital	2018	130,785	130,788	130,795	130,902	130,960	131,015	131,072	131,106	131,135	131,292	131,413	131,499
	2019	131,578	131,684	131,785	131,989	132,168	132,271	132,418	132,532	132,718	132,854	132,949	331,111
	2020	331,334	331,550	331,956	331,968								
59 Library Trust	2018	245,986	243,552	240,899	238,713	233,692	231,935	227,868	235,558	233,631	232,116	230,035	227,172
	2019	225,402	223,863	222,919	220,601	217,477	214,552	212,568	209,433	209,190	206,337	204,678	202,575
	2020	200,783	199,199	196,557	193,563								
60 Fleet Maintenance	2018	294,689	245,688	255,095	278,908	219,244	268,303	265,161	248,344	248,894	250,691	234,515	161,869
	2019	213,971	184,667	196,282	206,134	198,180	225,521	226,064	232,729	251,186	204,367	172,085	113,378
	2020	221,030	270,480	294,439	317,620								
61 Equip Replacement	2018	623,399	592,572	593,507	587,736	578,070	578,426	578,798	542,786	523,893	496,568	487,673	488,275
	2019	488,678	452,993	454,271	455,317	448,571	449,035	452,062	417,127	418,153	418,917	409,554	1,077,196
	2020	1,044,229	897,469	895,719	792,200								
64 Risk Management	2018	1,094,644	1,236,467	1,066,695	1,126,190	1,103,147	1,220,718	1,251,795	1,534,824	1,656,141	1,282,867	1,419,886	1,586,610
	2019	1,702,788	1,922,596	1,752,591	1,838,678	1,917,757	2,021,936	2,046,423	2,192,629	2,356,018	1,799,730	1,930,972	2,003,152
	2020	2,114,005	2,213,817	2,043,659	2,175,457								
65 Employee Benefit	2018	3,634,835	3,293,660	3,304,316	2,845,005	3,030,818	2,647,178	2,630,706	2,609,060	2,363,653	2,384,244	2,507,179	2,169,081
	2019	2,110,106	2,076,069	2,045,004	2,099,670	2,354,275	2,343,750	2,337,447	2,281,313	2,241,833	2,675,476	2,547,603	2,521,938
	2020	2,488,079	2,594,310	2,462,144	2,901,018								

City of Decatur
Monthly Fund Balance History

Period Ending: April 2020

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
70 Mass Transit	2018	(2,407,080)	(540,480)	1,271,769	694,509	87,621	(404,467)	(899,938)	(1,386,603)	(2,178,237)	(2,881,425)	(2,172,445)	18,669
	2019	(891,591)	(1,350,190)	(593,324)	1,258,830	1,198,391	601,778	309,071	(166,204)	367,670	1,073,023	613,608	1,487,977
	2020	(434,009)	(51,268)	1,526,744	926,177								
77 Fiber Optics	2018	270,965	79,398	77,302	97,548	95,511	101,137	86,759	276,561	274,521	397,747	395,940	394,067
	2019	391,752	370,408	122,660	120,843	118,970	116,962	115,016	114,347	111,958	110,423	108,401	115,171
	2020	116,598	112,837	112,676	110,130								
78 Storm Water	2018	1,719,050	1,935,034	1,823,310	1,947,191	2,016,343	2,070,132	2,101,657	2,032,954	2,340,529	2,086,394	2,077,865	2,071,375
	2019	2,129,964	2,335,028	2,381,775	2,485,453	2,416,662	2,464,739	2,648,123	2,674,389	2,738,154	2,776,967	2,558,848	2,613,438
	2020	2,681,840	2,733,496	2,788,874	2,886,450								
79 Sewer	2018	7,002,359	6,205,798	6,410,916	6,060,006	6,319,968	6,665,835	6,761,813	7,025,537	7,073,859	6,733,449	6,889,611	7,153,254
	2019	7,292,114	7,200,684	7,270,972	7,335,872	7,624,827	7,882,365	8,069,981	8,403,829	8,147,549	8,304,295	8,479,203	8,684,892
	2020	9,435,199	9,854,338	10,430,379	9,901,401								
80 Water	2018	5,401,859	931,487	2,152,609	3,389,166	4,128,780	4,876,604	4,280,612	3,880,264	5,358,170	6,241,273	6,604,480	4,854,519
	2019	6,775,922	817,902	1,881,502	3,195,760	3,755,576	3,694,713	4,003,055	3,278,286	4,115,589	5,522,697	5,976,079	4,889,501
	2020	6,183,302	392,615	1,635,164	2,773,183								
81 Water Capital	2018	3,752,143	3,744,117	4,569,134	4,562,823	4,434,263	4,355,544	6,141,376	4,105,296	3,414,956	3,867,111	3,820,772	3,778,676
	2019	2,950,244	2,888,378	3,775,594	3,400,297	2,884,905	3,786,299	3,999,546	3,531,661	3,570,397	2,984,062	2,563,282	2,710,252
	2020	2,677,432	2,350,762	3,324,468	3,319,235								
82 DCDF	2018	124,031	123,584	124,001	125,526	123,321	124,711	124,245	127,001	126,585	127,555	129,656	129,545
	2019	131,969	129,281	131,594	132,607	135,137	131,653	132,146	134,771	134,914	136,313	137,692	138,586
	2020	141,107	138,450	139,565	140,837								
83 Neighborhood	2018	29,668	29,332	29,258	29,287	28,831	22,294	16,062	16,066	15,716	8,799	2,004	2,008
	2019	2,009	2,011	2,012	1,690	1,694	1,696	(4,214)	(6,993)	-	-	-	-
84 Community Revit	2018	1,086,423	1,086,448	1,086,506	1,087,140	1,087,652	1,088,139	1,388,764	1,389,124	1,389,527	1,391,262	1,386,479	1,350,709
	2019	1,329,124	1,206,328	1,145,623	1,243,899	1,221,748	1,147,888	1,149,280	1,150,470	1,126,741	1,120,591	999,942	715,742
	2020	638,819	593,916	608,959	1,740,524								
85 Grants	2020	-	-	-	-	-	-	-	-	-	-	-	-
86 Water Debt	2018	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000
	2019	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000	12,500,000
	2020	12,500,000	12,500,000	12,500,000	12,500,000								
88 Recycling	2018	58,267	62,719	66,384	75,376	79,873	77,254	69,972	86,130	80,548	84,708	87,464	88,256
	2019	94,548	95,743	95,507	97,521	111,039	109,420	112,483	108,131	112,370	119,032	115,518	121,100
	2020	132,535	124,096	127,553	133,873								

City of Decatur
Monthly Fund Balance History

Period Ending: April 2020

<u>Fund</u>	<u>Year</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
89 Water Bond	2018	5,770,182	5,762,786	5,748,832	5,743,281	5,221,852	3,761,066	21,286,561	15,253,075	15,244,431	13,939,120	12,728,383	11,715,538
	2019	8,911,826	4,165,180	4,166,193	3,625,516	3,627,788	3,522,960	3,526,224	3,529,263	3,532,278	3,532,466	3,534,974	370,906
	2020	371,155	371,397	371,535	371,548								
Total City Funds	2018	55,069,788	50,876,951	55,103,066	55,066,211	55,129,443	55,068,591	85,363,779	79,210,623	80,055,766	76,938,321	75,969,447	72,694,983
	2019	71,625,155	59,812,694	61,218,592	63,230,675	64,266,864	64,359,002	68,538,740	67,028,169	71,330,387	71,352,234	70,470,032	66,010,661
	2020	66,326,394	59,328,263	63,339,447	61,986,652	-	-	-	-	-	-	-	-
90 Fire Pension	2018	68,458,830	68,167,518	67,819,881	67,474,280	67,292,276	67,144,739	69,611,560	69,349,829	69,009,608	70,539,729	70,167,290	71,277,108
	2019	70,923,905	70,560,268	70,330,145	69,862,562	69,399,940	69,470,831	71,589,079	71,156,026	72,615,714	72,215,728	71,818,849	73,065,526
	2020	72,608,249	72,352,094	71,847,284	71,298,290								
91 Police Pension	2018	92,948,576	92,631,813	92,903,098	92,578,667	92,140,343	92,305,730	93,990,866	93,573,611	93,439,900	94,939,332	94,549,049	97,497,378
	2019	97,129,427	96,716,696	96,607,488	96,236,493	95,815,176	95,812,807	97,846,481	97,377,885	98,858,178	98,463,934	98,020,333	99,882,195
	2020	99,514,419	99,142,676	99,134,621	98,527,668								
Total All Funds	2018	216,477,194	211,676,282	215,826,045	215,119,157	214,562,063	214,519,060	248,966,206	242,134,063	242,505,274	242,417,382	240,685,787	241,469,469
	2019	239,678,487	227,089,657	228,156,224	229,329,730	229,481,980	229,642,640	237,974,300	235,562,080	242,804,279	242,031,895	240,309,214	238,958,382
	2020	238,449,062	230,823,033	234,321,351	231,812,610	-	-	-	-	-	-	-	-

City of Decatur
Treasurer's Investment Report

April, 2020

Water Bond
Account # 8051000933
Fund 89

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2019	YTD Interest Received 2020	Estimated Income
Total Investment(s)			(0.00)	(0.00)	0.00	(0.00)	292,902.39	0.00	292,902.39	26,180.49	0.00	0.00

Pooled Cash
Account # 8051000942
Multiple Funds - Pooled Cash

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2019	YTD Interest Received 2020	Estimated Income
US Treasury Bond	06/15/16	0.50000%	0.00	0.00	0.00	0.00	2,773.22	0.00	2,773.22	0.00	0.00	0.00 ok
US Treasury Bond	12/15/16	0.62500%	0.00	0.00	0.00	0.00	6,591.53	(0.00)	6,591.53	0.00	0.00	0.00 ok
US Treasury Bond	04/30/17	0.87500%	0.00	0.00	0.00	0.00	12,524.04	(0.00)	12,524.04	0.00	0.00	0.00 ok
US Treasury Bond	06/30/17	0.62500%	0.00	0.00	0.00	0.00	8,188.75	0.00	8,188.75	0.00	0.00	0.00 ok
US Treasury Bond	10/31/17	0.75000%	0.00	0.00	0.00	0.00	14,484.89	0.00	14,484.89	0.00	0.00	0.00 ok
US Treasury Bond	12/15/17	1.00000%	0.00	0.00	0.00	0.00	21,573.77	0.00	21,573.77	0.00	0.00	0.00 ok
US Treasury Bond	03/31/18	0.75000%	0.00	0.00	0.00	0.00	26,403.69	(0.00)	26,403.69	0.00	0.00	0.00 ok
US Treasury Bond	06/15/18	1.12500%	0.00	0.00	0.00	0.00	45,983.61	0.00	45,983.61	0.00	0.00	0.00 ok
US Treasury Bond	10/15/18	0.87500%	0.00	0.00	0.00	0.00	44,222.17	(0.00)	44,222.17	0.00	0.00	0.00 ok
US Treasury Bond	11/30/18	1.00000%	0.00	0.00	0.00	0.00	9,793.96	0.00	9,793.96	0.00	0.00	0.00 ok
US Treasury Bond	04/15/19	0.87500%	0.00	0.00	0.00	0.00	17,069.67	0.00	17,069.67	4,375.00	0.00	0.00 ok
US Treasury Bond	06/30/19	1.25000%	0.00	0.00	0.00	0.00	37,500.00	0.00	37,500.00	9,375.00	0.00	0.00 ok
US Treasury Bond	10/31/19	1.25000%	0.00	0.00	0.00	0.00	24,965.47	0.00	24,965.47	12,500.00	0.00	0.00 ok
US Treasury Bond	11/30/19	1.50000%	0.00	0.00	0.00	0.00	38,221.15	0.00	38,221.15	23,250.00	0.00	0.00 ok
US Treasury Bond	02/29/20	1.37500%	0.00	0.00	0.00	0.00	11,993.82	0.00	11,993.82	11,993.82	0.00	0.00 ok
US Treasury Bond	03/31/20	1.37500%	0.00	0.00	0.00	0.00	41,024.59	0.00	41,024.59	30,937.50	0.00	0.00 ok
US Treasury Bond	05/31/20	1.37500%	1,600,000.00	1,563,937.50	0.00	1,563,937.50	41,114.83	9,196.80	31,918.03	22,000.00	0.00	22,000.00 ok
US Treasury Bond	09/30/20	1.37500%	1,750,000.00	1,699,384.01	0.00	1,699,384.01	37,008.00	2,038.05	34,969.95	34,969.95	0.00	24,062.50 ok
US Treasury Bond	12/31/20	1.75000%	1,000,000.00	1,003,143.03	3,028.85	1,006,171.88	2,836.55	5,865.40	0.00	0.00	0.00	17,500.00 ok
US Treasury Bond	06/30/21	1.12500%	1,500,000.00	1,480,513.76	0.00	1,480,513.76	14,001.69	5,655.90	8,345.79	8,345.79	0.00	16,875.00 ok
US Treasury Bond	09/30/21	1.12500%	1,000,000.00	989,203.38	952.87	990,156.25	5,625.03	952.90	5,625.00	5,625.00	0.00	11,250.00 ok
US Treasury Bond	11/30/21	1.50000%	2,225,000.00	2,220,567.38	273.57	2,220,840.95	13,678.29	13,951.86	0.00	0.00	0.00	33,375.00 ok
US Treasury Bond	03/31/22	0.37500%	1,500,000.00	1,504,453.13	0.00	1,504,453.13	476.40	476.40	0.00	0.00	0.00	5,625.00 ok
Federated US Treasury Cash Reserves	Liquid		280,585.17	280,585.17	(234,953.50)	45,631.67	21,549.24	11.65	21,537.59	12,181.54	536.63	393.64 ok
Total Investment(s)			10,855,585.17	10,741,787.36	(230,698.21)	10,511,089.15	499,604.36	38,148.96	465,710.69	175,553.60	536.63	131,081.14

Fire Capital Bond
Account # 1001006774
Fund 44

Investment Instrument	Maturity Date	Interest Rate	Par Value Amount	Tax Cost Amount	Accrued Interest Purchased + Rec'd.	Total Invested	Interest Earned	Accrued Interest Receivable	Total Interest Received	YTD Interest Received 2019	YTD Interest Received 2020	Estimated Income
US Treasury Bond	10/31/18	0.75000%	0.00	0.00	0.00	0.00	917.12	0.00	917.12	0.00	0.00	0.00 ok
US Treasury Bond	11/30/18	1.00000%	0.00	0.00	0.00	0.00	1,639.34	0.00	1,639.34	0.00	0.00	0.00 ok
US Treasury Bond	12/31/18	1.37500%	0.00	0.00	0.00	0.00	4,231.49	0.00	4,231.49	0.00	0.00	0.00 ok
US Treasury Bond	02/28/19	1.12500%	0.00	0.00	0.00	0.00	4,883.66	0.00	4,883.66	4,218.75	0.00	0.00 ok
US Treasury Bond	03/31/19	0.99800%	0.00	0.00	0.00	0.00	3,013.39	0.00	3,013.39	3,013.39	0.00	0.00 ok
US Treasury Bond	05/31/19	1.12500%	0.00	0.00	0.00	0.00	9,313.52	0.00	9,313.52	5,625.00	0.00	0.00 ok
US Treasury Bond	08/31/19	1.00000%	0.00	0.00	0.00	0.00	10,788.04	0.00	10,788.04	10,000.00	0.00	0.00 ok
US Treasury Bond	09/30/19	1.37500%	0.00	0.00	0.00	0.00	5,722.87	0.00	5,722.87	5,722.87	0.00	0.00 ok
US Treasury Bond	10/31/19	1.25000%	0.00	0.00	0.00	0.00	5,095.11	0.00	5,095.11	5,095.11	0.00	0.00 ok
US Treasury Bond	11/30/19	1.00000%	0.00	0.00	0.00	0.00	13,278.69	0.00	13,278.69	10,000.00	0.00	0.00 ok
US Treasury Bond	02/29/20	1.37500%	0.00	0.00	0.00	0.00	21,708.56	0.00	21,708.56	20,625.00	0.00	0.00 ok
US Treasury Bond	03/31/20	1.37500%	0.00	0.00	0.00	0.00	7,851.78	0.00	7,851.78	976.78	6,875.00	0.00 ok
US Treasury Bond	04/30/20	1.12500%	0.00	0.00	0.00	0.00	5,625.00	0.00	5,625.00	5,625.00	0.00	0.00 ok
US Treasury Bond	05/31/20	1.37500%	1,000,000.00	977,070.31	0.00	977,070.31	24,006.20	5,748.00	18,258.20	13,750.00	0.00	13,750.00 ok
US Treasury Bond	08/31/20	1.37500%	750,000.00	729,990.23	0.00	729,990.23	18,018.87	1,737.45	16,281.42	15,468.75	0.00	10,312.50 ok
US Treasury Bond	09/30/20	1.37500%	1,000,000.00	997,812.50	2,404.37	1,000,216.87	5,635.23	1,164.60	6,875.00	6,875.00	0.00	13,750.00 ok

**City of Decatur
Treasurer's Investment Report**

April, 2020

Federated US Treasury Cash Reserves	Liquid	2,120,891.10	2,120,891.10	143,722.36	2,264,613.46	6,942.78	352.66	6,590.12	4,009.53	1,403.17	22,027.90	ok
Total Investment(s)		4,870,891.10	4,825,764.14	146,126.73	4,971,890.87	148,671.65	9,002.71	142,073.31	111,005.18	8,278.17	59,840.40	

GRAND TOTALS:		15,726,476.27	15,567,551.50	(84,571.48)	15,482,980.02	941,178.40	47,151.67	900,686.39	312,739.27	8,814.80	190,921.54	
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Notes:

Initial investments for 2015 proceeds settled on 11/25/15, and those for 2016 proceeds on 11/25/16, and 2018 proceeds on 07/31/18 (08/01/18 for Fire Capital).

Total Invested = Tax Cost Amount + Accrued Interest Purchased

Interest Received YTD = cash received

Estimated Income = projected annual interest income

Pooled Cash maturity on 6/15/16 was re-invested with a 6/30/17 maturity.

Pooled Cash maturity on 12/15/16 was re-invested with maturities of 6/30/17 and 11/30/18.

Pooled Cash maturity on 04/30/17 was re-invested with a maturity of 4/15/19.

Water Bond maturity on 05/15/17 was divided: \$700,000 moved to cash and \$2 million re-invested with a maturity of 12/15/17.

Water Bond maturity on 06/15/17 was divided: \$1 million moved to cash and \$1 million re-invested with a maturity of 1/15/18.

Pooled Cash maturity on 06/30/17 was re-invested with a maturity of 6/30/19.

Pooled Cash maturity on 10/31/17 was re-invested with a maturity of 10/31/19.

Pooled Cash maturity on 12/15/17 was re-invested with a maturity of 11/30/19.

Pooled Cash maturity on 03/31/18 was re-invested with a maturity of 03/31/20.

Pooled Cash maturity on 06/15/18 was re-invested with a maturity of 05/31/20.

Pooled Cash maturity on 10/15/18 was re-invested with a maturity of 09/30/20.

Pooled Cash maturity on 11/30/18 was re-invested with a maturity of 11/30/19.

Water Bond maturity on 11/30/18 was re-invested with a maturity of 04/30/19.

Fire Capital maturity on 11/30/18 was re-invested with a maturity of 09/30/19.

Fire Capital maturity on 12/31/18 was re-invested with a maturity of 03/31/19.

Fire Capital maturity on 05/31/19 was re-invested with a maturity of 10/31/19.

Pooled Cash maturity on 04/15/19 was re-invested with a maturity of 02/29/20.

Pooled Cash maturity on 06/30/19 was re-invested with a maturity of 06/30/21.

Fire Capital maturity on 08/31/19 was re-invested with a maturity of 03/31/20.

Pooled Cash maturity on 10/31/19 was re-invested with a maturity of 09/30/21.

Fire Capital maturity on 10/31/19 was re-invested with a maturity of 04/30/20.

Pooled Cash maturity on 11/30/19 was re-invested with a maturity of 11/30/21.

Fire Capital maturity on 11/30/19 was re-invested with a maturity of 09/30/20.

Pooled Cash maturity on 02/29/20 was re-invested with a maturity of 12/31/20.

Pooled Cash maturity on 03/31/20 was re-invested with a maturity of 03/31/22.

Debt Instrument	Debt Purpose	Year of Issue	Year of Re Issue	Year of Maturity	Fund	Source	Payment(s)		Debt (Orig/ Ref) Issue	Debt at 1/1/2020	New Draws in 2020	FY20 Principal Payments	FY20 Interest Payments	Debt at 12/31/2020	FY20 Total Debt Payments		
							1st	2nd									
Bond Debt																	
<i>Amort sch #</i>																	
11	2010A Bonds	LOC Payoff-Reynolds Bulding	2005/2008	2010	2020	50	Tax Levy +	6/15	12/15	8,715,000.00	520,000.00		520,000.00	24,700.00	-	544,700.00	ok
12	2010B Bonds (BAB/RZEDB)	Water/Old Towne TIF Bonds	2010	2030	80/50/19	80/TL/19	6/15	12/15	28,270,000.00	19,320,000.00		1,405,000.00	1,147,248.76	17,915,000.00	2,552,248.76	ok	
13	2010C Bonds	Parking Garage Renovation	2010	2024	19/50	19/TL	6/15	12/15	2,800,000.00	1,215,000.00		225,000.00	48,600.00	990,000.00	273,600.00	ok	
17	2012 Bonds	Refunding of 2004A GO Bonds	2012	2025	50	Tax Levy	3/1	9/1	8,030,000.00	4,215,000.00		655,000.00	90,821.88	3,560,000.00	745,821.88	ok	
18	2013 Bonds	Refunding of 2004B GO Bonds	2013	2025	80	80	3/1	9/1	17,220,000.00	9,515,000.00		1,390,000.00	431,100.00	8,125,000.00	1,821,100.00	ok	
25	2014 Bonds	Lake Decatur Dredging	2014	2034	80	80	3/1	9/1	24,055,000.00	19,825,000.00		955,000.00	897,337.50	18,870,000.00	1,852,337.50	ok	
32	2015 Bonds	Lake Decatur Dredging	2015	2035	80	80	3/1	9/1	23,305,000.00	19,995,000.00		900,000.00	839,375.00	19,095,000.00	1,739,375.00	ok	
39	2016 Bonds	Lake Decatur Dredging	2016	2036	80	80	3/1	9/1	22,205,000.00	20,420,000.00		815,000.00	907,056.26	19,605,000.00	1,722,056.26	ok	
48	2017 Bonds	Refunding of 2008 GO Bonds	2017	2024	80	80	6/15	12/15	6,275,000.00	4,450,000.00		950,000.00	178,000.00	3,500,000.00	1,128,000.00	ok	
49	2018 Bonds	Lake Decatur Dredging, Fire Stations	2018	2038	80/50	80/TL	3/1	9/1	25,810,000.00	25,025,000.00		845,000.00	1,208,100.00	24,180,000.00	2,053,100.00	ok	
53	2019 Bonds	Refunding of 2010A GO Bonds	2019	2030	50	Tax Levy +	6/15	12/15	6,720,000.00	6,605,000.00		105,000.00	171,479.50	6,500,000.00	276,479.50	ok	
54	2019B Bonds	Library Projects / Police Radio refund	2019	2034	34/50	34/10	6/15	12/15	2,300,000.00	2,300,000.00		200,000.00	53,867.92	2,100,000.00	253,867.92	ok	
xxx																xx	
xxx																xx	
Total Bond Debt										175,705,000.00	133,405,000.00	-	8,965,000.00	5,997,686.82	124,440,000.00	14,962,686.82	
Promissory Notes & Loans Payable																	
15	IEPA Contruction Loan	Nitrate Facility (L171674)	2002	2022	80	80	6/1	12/1	7,172,169.35	1,048,245.12		457,202.69	27,155.03	591,042.43	484,357.72	ok	
16	IEPA Water Loan	Water Projects (L172552)	2011	2031	80	80	1/10	7/10	6,993,328.01	4,340,166.93		361,680.58	-	3,978,486.35	361,680.58	ok	
23	2013 Promissory Note	Jonson Controls Initiative	2013	2028	various	80/10/60/70	Qtry	Qtry	17,212,394.00	13,407,726.89		974,201.00	452,799.00	12,433,525.89	1,427,000.00	ok	
28	IEPA Contruction Loan	Lakeshore Drive Sewer (L174873)	2013	2034	79	79	4/16	10/16	7,589,672.70	5,962,285.68		346,286.25	113,409.31	5,615,999.43	459,695.56	ok	
30	Busey Bank	Fire Apparatus - Pumper (20835)	2015	2022	49	49	5/4		439,939.77	197,148.56		64,227.61	4,534.42	132,920.95	68,762.03	ok	
34	IEPA Contruction Loan	Union Street Sewer (L175280)	2015	2035	79	79	1/8	7/8	2,172,218.21	1,810,067.63		97,073.04	35,629.10	1,712,994.59	132,702.14	ok	
35	Soy Capital	Motorola Radio System	2015	2022	10/70	10/70	1/5		1,000,000.00	440,846.15		148,462.41	12,537.59	292,383.74	161,000.00	ok	
38	Busey Bank (drawdown)	Local Street Resurfacing (24040)	2016	2023	42	42	2/15	8/15	7,500,000.00	4,285,714.32		1,071,428.56	116,459.81	3,214,285.76	1,187,888.37	ok	
44	Busey Bank	Public Works Heavy Equipment (26530)	2017	2022	61	61	Qtry	Qtry	180,624.00	102,949.05		36,380.19	2,905.45	66,568.86	39,285.64	ok	
45	IEPA Contruction Loan	7th Ward Sewer (L175329)	2016	2038	79	79	3/17	9/17	8,540,318.96	8,000,705.89		369,718.68	138,401.88	7,630,987.21	508,120.56	ok	
46	IEPA Contruction Loan	Nelson Park Storm Sewer (L175315)	2017	2038	78	78	5/21	11/21	3,581,182.00	3,453,230.07		159,576.38	59,736.42	3,293,653.69	219,312.80	ok	
51	Busey Bank	Police Vehicles - Interceptor (6) (26535)	2019	2021	33	33	Qtry	Qtry	261,460.00	197,548.03		130,715.48	4,450.12	66,832.55	135,165.60	ok	
52	HUD Section 108	Wabash Crossing	2019	2022	18	18	2/1	8/1	810,000.00	615,000.00		200,000.00	15,717.20	415,000.00	215,717.20	ok	
55	IEPA Contruction Loan	McKinley Sewer (L175498)	2019	2040	79	79	5/1	11/1	5,911,143.31	-	-	-	-	-	-	xx	
xxx																xx	
Total Notes & Loans Payable										69,364,450.31	43,861,634.32	-	4,416,952.87	983,735.33	39,444,681.45	5,400,688.20	
Capital Leases																	
40	De Lage Landen	VOIP Telephone System	2016	2021	10	10	1/22		351,560.24	144,752.57		70,438.38	7,964.88	74,314.19	78,403.26	ok	
41	PNC Equipment Finance	Fire Apparatus Pierce Pumper (202806)	2017	2023	49	49	3/1		428,380.00	292,333.90		70,492.87	7,048.17	221,841.03	77,541.04	ok	
47	PNC Equipment Finance	Public Works Dump Trucks (2) (211637)	2018	2024	61	61	3/2	9/2	331,508.00	241,139.56		45,062.20	7,743.02	196,077.36	52,805.22	ok	
xxx																xx	
xxx																xx	
xxx																xx	
xxx																xx	
xxx																xx	
Total Capital Leases										1,111,448.24	678,226.03	-	185,993.45	22,756.07	492,232.58	208,749.52	
Total City Debt										246,180,898.55	177,944,860.35	-	13,567,946.32	7,004,178.22	164,376,914.03	20,572,124.54	

Note(s)
1
2
3

Water Bond Issue - Status of Water Bond Fund 89

Bond Issuance 2018	
Par Value of Bonds	16,210,000
Premium	1,561,921
Total Source of Funds	17,771,921
Total Use of Funds	17,771,921
Underwriter's Discount	113,470
Bond Insurance	51,964
Closing Costs	84,636
Bond Proceeds	17,521,851

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

The Lake Decatur Dredging initiative is a \$90.4 investment spanning 6 years with completion envisioned in 2019. The project includes the dredging of lake basins 1, 2, 3 and 4.
 On July 17, 2018, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of Phase IV of the Lake Decatur Dredging Project.

Project Scope	
Temporary Easements	-
Road Improvements	-
Dredging	17,521,851
Other	-
Total Scope	17,521,851

Actual Bond Spend Activity in Fiscal year 2018	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend		-	-	-	-	-	17,521,851	17,521,851	15,253,075	15,244,431	13,939,120	12,728,383	
Revenues													
Interest Income								1,704	185	20,837	22,523	37,695	82,943
Expenditures													
Dredging - Great Lakes Dredge								2,270,480		1,315,112	1,218,447	1,041,863	5,845,901
Dredging - Chastain & Assoc									8,829	11,036	14,814	8,677	43,356
Total Expenditures	-	-	-	-	-	-	-	2,270,480	8,829	1,326,148	1,233,260	1,050,540	5,889,257
Ending cash available	-	-	-	-	-	-	17,521,851	15,253,075	15,244,431	13,939,120	12,728,383	11,715,538	

Actual Bond Spend Activity in Fiscal year 2019	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	11,715,538	8,911,826	4,165,180	4,166,193	3,625,516	3,627,788	3,522,960	3,526,224	3,529,263	3,532,278	3,532,466	3,534,974	
Revenues													
Interest Income	17,893	2,679	1,012	31,104	2,271	3,168	3,264	3,038	3,015	2,904	2,508	1,370	74,229
Expenditures													
Dredging - Great Lakes Dredge	2,811,807	4,749,324	-	549,649	-	105,948	-	-	-	2,716	-	3,165,438	11,384,881
Dredging - Chastain & Assoc	9,799	-	-	22,132	-	2,048	-	-	-	-	-	-	33,979
Total Expenditures	2,821,606	4,749,324	-	571,781	-	107,996	-	-	-	2,716	-	3,165,438	11,418,861
Ending cash available	8,911,826	4,165,180	4,166,193	3,625,516	3,627,788	3,522,960	3,526,224	3,529,263	3,532,278	3,532,466	3,534,974	370,906	

Actual Bond Spend Activity in Fiscal year 2020	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	370,906	371,155	371,397	371,535	371,548	371,548	371,548	371,548	371,548	371,548	371,548	371,548	
Revenues													
Interest Income	249	242	138	13									642
Expenditures													
Dredging - Great Lakes Dredge	-	-	-	-	-	-	-	-	-	-	-	-	-
Dredging - Chastain & Assoc	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending cash available	371,155	371,397	371,535	371,548	371,548	371,548	371,548	371,548	371,548	371,548	371,548	371,548	

Fire Station New Construction - Status of 2018 Project Fund 44

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

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

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

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

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

Project Scope	
xxxx	-
xxxx	-
Fire Stations	8,682,147
Other	-
Total Scope	8,682,147

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

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

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

Fire 3 Spend	Fire 5 Spend	Fire 7 Spend	Total Spend
19,000			19,000
	2,170,248		2,170,248
		500	500
19,000	2,170,248	500	2,189,748

Actual Bond Spend Activity in Fiscal year 2020	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	6,343,397	6,153,751	6,151,614	5,945,199	5,923,605	5,923,605	5,923,605	5,923,605	5,923,605	5,923,605	5,923,605	5,923,605	
Revenues													
Interest Income	560	560	47,649	6,984									55,753
Expenditures													
Fire Station 3			176,418	24,121									200,539
Fire Station 5	190,206	2,697	77,646	4,357									274,906
Fire Station 7				100									100
Total Expenditures	190,206	2,697	254,064	28,578									475,545
Ending cash available	6,153,751	6,151,614	5,945,199	5,923,605	5,923,605	5,923,605	5,923,605	5,923,605	5,923,605	5,923,605	5,923,605	5,923,605	

Fire 3 Spend	Fire 5 Spend	Fire 7 Spend	Total Spend
200,539			200,539
	274,906		274,906
		100	100
200,539	274,906	100	475,545

Construction cost 2,914,500 3,085,968 2,914,500 8,914,968

Reconciliation Bond proceeds 8,682,147
Interest income 240,001
Total available for spend 8,922,148

2,686,771 316,058 2,913,597 5,916,426

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

Period Ending: April 2020

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	4,920,493	5,260,695	4,824,686	4,594,601	-	-	-	-	-	-	-	-	19,600,475	
Budget Projection	5,032,962	5,281,198	5,019,878	4,786,040	-	-	-	-	-	-	-	-	20,120,078	70,500,000
Vs budget in month	(112,468)	(20,503)	(195,192)	(191,440)	-	-	-	-	-	-	-	-		
Vs budget to date	(112,468)	(132,971)	(328,164)	(519,603)	-	-	-	-	-	-	-	-	(519,603)	
EXPENSE														
Personnel Expense														
Actual	3,350,344	3,312,650	3,471,566	5,202,304	-	-	-	-	-	-	-	-	15,336,863	
Budget Projection	3,480,129	3,380,129	3,412,037	5,202,304	-	-	-	-	-	-	-	-	15,474,600	15,474,600
Vs budget in month	(129,786)	(67,480)	59,529	-	-	-	-	-	-	-	-	-		
Vs budget to date	(129,786)	(197,265)	(137,736)	(137,736)	-	-	-	-	-	-	-	-	(137,736)	
Operating Expense														
Actual	1,621,339	960,874	946,348	1,708,396	-	-	-	-	-	-	-	-	5,236,957	
Budget Projection	1,249,016	1,040,199	1,613,754	1,708,396	-	-	-	-	-	-	-	-	5,611,365	5,611,365
Vs budget in month	372,323	(79,325)	(667,406)	-	-	-	-	-	-	-	-	-		
Vs budget to date	372,323	292,998	(374,408)	(374,408)	-	-	-	-	-	-	-	-	(374,408)	
TOTAL EXPENSE														
Actual	4,971,683	4,273,523	4,417,914	6,910,700	-	-	-	-	-	-	-	-	20,573,820	
Budget Projection	4,729,145	4,420,328	5,025,792	6,910,700	-	-	-	-	-	-	-	-	21,085,965	70,300,000
Vs budget in month	242,538	(146,805)	(607,877)	-	-	-	-	-	-	-	-	-		
Vs budget to date	242,538	95,733	(512,144)	(512,144)	-	-	-	-	-	-	-	-	(512,144)	
Surplus / (Deficit)														
Actual	(51,189)	987,172	406,771	(2,316,099)	-	-	-	-	-	-	-	-	(973,345)	
Budget Projection	303,817	860,870	(5,914)	(2,124,659)	-	-	-	-	-	-	-	-	(965,887)	200,000
Vs budget in month	(355,006)	126,302	412,685	(191,440)	-	-	-	-	-	-	-	-		
Vs budget to date	(355,006)	(228,704)	183,981	(7,459)	-	-	-	-	-	-	-	-	(7,459)	
Beginning Cash Balance														
	8,339,798	8,296,671	9,275,978	9,688,689	-	-	-	-	-	-	-	-		
Balance Sheet Adjustments														
	8,063	(7,865)	5,940	-	-	-	-	-	-	-	-	-		
Ending Cash Balance														
	8,296,671	9,275,978	9,688,689	7,372,590	-	-	-	-	-	-	-	-		

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

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

Period Ending: **April 2020**

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var	-	-	-	-									-	14,358,416	0%
var	REAL ESTATE TAX-TIF DISTRICTS	var	-	-	-	-									-	1,944,384	0%
OTHER TAXES TOTAL			-	-	-	-	-	-	-	-	-	-	-	-	-	16,302,800	0%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	880,608	856,677	960,429	734,157									3,431,870	10,466,000	33%
var	STATE SALES TAX	var	984,354	955,006	1,112,877	850,408									3,902,647	11,561,000	34%
OTHER TAXES TOTAL			1,864,963	1,811,683	2,073,306	1,584,565	-	-	-	-	-	-	-	-	7,334,517	22,027,000	33%
GENERAL FUND																	
LOCAL TAXES																	
301302	CABLE TV TAX	10	16,892	229,481	-	16,827									263,200	971,000	27%
301203	FOOD & BEVERAGE TAX	10	284,618	257,752	244,619	222,250									1,009,240	3,427,500	29%
301204	HOTEL AND MOTEL TAX	10	47,544	60,919	64,916	47,822									221,200	991,000	22%
301106	MOBILE HOME PRIVELEGE TAX	10	-	-	-	-									-	15,000	0%
301103	PROPERTY TAX	10	-	-	-	-									-	9,000,000	0%
301202	TELEPHONE UTILITY TAX	10	118,281	149,194	123,430	108,714									499,619	1,555,000	32%
301209	UTILITY TAX - ELECTRIC & GAS	10	399,612	446,586	423,748	399,998									1,669,944	4,805,000	35%
Sub Total			866,947	1,143,931	856,713	795,611	-	-	-	-	-	-	-	-	3,663,203	20,764,500	18%
OTHER TAXES (REMITTED BY STATE)																	
301208	AUTO RENTAL TAX	10	3,598	3,113	3,292	3,127									13,131	43,000	31%
302121	CANNABIS TAX	10	-	-	5,348	7,108									12,457	25,000	50%
301205	LOCAL SALES TAX	10	862,508	839,293	942,329	716,057									3,360,186	10,249,000	33%
301207	LOCAL USE TAX	10	244,618	229,171	314,455	217,745									1,005,989	2,764,000	36%
302105	STATE INCOME TAX	10	696,621	717,710	533,688	783,855									2,731,874	8,396,000	33%
302104	STATE REPLACEMENT TAX	10	175,190	1,981	35,383	247,577									460,130	1,190,000	39%
301201	STATE SALES TAX	10	968,804	945,787	1,097,327	834,858									3,846,777	11,396,000	34%
301210	VIDEO GAMING TAX	10	135,374	133,358	135,318	145,178									549,229	1,720,000	32%
Sub Total			3,086,714	2,870,413	3,067,140	2,955,506	-	-	-	-	-	-	-	-	11,979,773	35,783,000	33%
OTHER GOVERNMENTAL SOURCES																	
301102	ROAD & BRIDGE TAX	10	-	-	-	-									-	410,000	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	410,000	0%
CHARGE SERVICES (INTERNAL CITY)																	
303607	PAYMENT IN LIEU OF TAXES	10	146,101	146,101	146,101	146,101									584,403	1,753,209	33%
303608	RISK & EE BENEFIT SERVICES	10	14,468	14,468	14,468	14,468									57,872	173,616	33%
303621	ADMIN SERVICES	10	160,679	160,679	160,679	160,679									642,716	1,928,148	33%
303622	PUBLIC WORKS SERVICES	10	126,802	126,802	126,802	126,802									507,208	1,521,624	33%
303626	BLDG INSPECTION SERVICES	10	13,763	13,763	13,763	13,763									55,052	165,156	33%
303628	SEWER FUND-EPA	10	28,458	28,458	28,458	28,458									113,832	341,496	33%
306700	IT SERVICES	10	66,839	66,839	66,839	66,839									267,356	802,068	33%
306707	CDBG PERSONNEL/EXP REIMB	10	44,838	40,479	31,650	53,000									169,967	390,192	44%
306751	HOME PERSONNEL/EXP REIMB	10	6,438	2,169	2,942	1,291									12,840	104,041	12%
306753	DUATS PERSONNEL/EXP REIMB	10	-	114,869	-	-									114,869	207,359	55%
303601	MFT REIMB-MSC/TRAF SIGNAL	10	29,162	39,065	46,340	53,366									167,933	550,000	31%
303606	WATER STREET CUTS	10	39,655	20,515	20,111	18,509									98,790	311,000	32%
Sub Total			677,203	774,208	658,153	683,275	-	-	-	-	-	-	-	-	2,792,838	8,247,909	34%

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

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

Period Ending: **April 2020**

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
3rd Party Revenue																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759	76,759	76,759									307,037	921,000	33%
303510	ELECTRIC AGGREGATION ADMIN	10	11,304	14,811	13,514	13,097									52,726	185,000	29%
Sub Total			88,064	91,570	90,274	89,856	-	-	-	-	-	-	-	-	359,764	1,106,000	33%
Grants																	
302106	FEDERAL	10	17,655	-	-	-									17,655	110,933	16%
302114	POLICE OT REIMBURSEMENTS	10	13,244	-	6,575	4,131									23,951	119,000	20%
302107	STATE GRANTS OR OTHER	10	5,882	9,380	-	6,111									21,374	155,000	14%
Sub Total			36,782	9,380	6,575	10,242	-	-	-	-	-	-	-	-	62,979	384,933	16%
Fees for Services External																	
304300	ANIMAL REGISTRATION LATE FEES	10	815	620	590	235									2,260	7,000	32%
304302	GARBAGE HAULERS	10	-	-	-	-									-	27,000	0%
304303	CONTRACTOR LICENSES	10	7,125	1,275	150	1,025									9,575	25,000	38%
304304	LIQUOR LICENSES	10	3,717	1,287	1,496	-									6,501	527,000	1%
304305	RENTAL PROGRAM INCOME	10	-	-	-	-									-	25,000	0%
304306	BOAT LICENSES	10	-	-	38	-									38	70,000	0%
304307	OTHER LICENSES	10	20,015	12,328	5,490	4,005									41,838	137,000	31%
304401	BUILDING PERMITS	10	27,997	8,619	24,645	21,774									83,035	514,000	16%
304402	PIER PERMITS	10	-	-	-	30									30	39,500	0%
303301	ON STREET PARKING	10	309	295	196	-									800	7,000	11%
303302	PARKING LOT 1	10	2,215	1,432	1,132	-									4,779	22,000	22%
303306	PARKING LOT 10	10	870	713	642	-									2,225	9,000	25%
303308	GARAGE C	10	8,407	3,475	3,789	2,700									18,371	87,000	21%
303310	RESIDENTIAL PARKING	10	300	240	300	120									960	2,000	48%
303312	DOWNTOWN EMPL PARKING PERMIT	10	1,993	1,800	1,824	2,125									7,741	23,000	34%
304490	ADMIN COURT FINES	10	5,430	2,792	3,900	1,175									13,297	138,000	10%
305500	ADMINISTRATIVE COURT FEES	10	3,100	1,136	3,006	373									7,615	74,000	10%
305501	COURT FINES	10	9,438	10,777	21,214	-									41,428	229,000	18%
305502	BOOT FEE	10	105	-	-	-									105	7,000	2%
305503	WEED CUTTING FEES	10	3,957	522	2,530	1,141									8,150	64,000	13%
305505	ILLEGAL USE OF VEHICLE	10	27,770	29,250	21,750	500									79,270	347,000	23%
305506	OVERTIME PARKING FEES	10	6,370	7,989	6,939	6,158									27,457	231,000	12%
305507	VARIANCE AND ZONING	10	150	790	500	120									1,560	11,000	14%
305513	OTHER FINES AND FEES	10	7,377	6,414	6,780	650									21,221	4,000	531%
305516	PET CITATIONS	10	6,129	4,815	5,453	2,987									19,385	73,000	27%
305517	DUCK BLIND FEES	10	-	-	-	-									-	500	0%
305520	TRASH & CLEAN UP FINES	10	2,504	4,299	5,076	1,465									13,343	37,000	36%
305521	VACANT PROPERTY FEE	10	-	-	-	-									-	118,558	0%
303415	PROFESSIONAL STANDARDS	10	787	93	-	-									879	5,500	16%
308801	RENTAL OF CITY PROPERTY	10	100	100	100	100									400	1,200	33%
308802	SALE OF CITY PROPERTY	10	-	-	-	(453)									(453)	130,500	0%
308803	SALE OF OTHER PROPERTY	10	(154)	-	5,199	1,295									6,340	40,400	16%
308807	DEMOLITION PAYMENTS	10	2,832	3,196	2,925	1,485									10,438	45,000	23%
308810	DAMAGE TO CITY PROPERTY	10	-	-	-	-									-	2,500	0%
308814	INVENTORY REIMBURSEMENTS	10	-	-	9	-									9	-	-
308817	NOISE ORDINANCE FINES	10	-	-	-	-									-	1,000	0%
308890	REIMBURSEMENT OF EXPENSE	10	-	8,013	100	263									8,376	5,000	168%
308898	BANK RECONCILIATION ADJ	10	-	260	-	238									498	-	-
308899	MISCELLANEOUS INCOME	10	4,749	3,567	3,596	920									12,832	40,000	32%
310010	FIRE PROGRAMS	10	2,133	-	120	40									2,293	5,000	46%
305512	FIRE & BURGLAR ALARMS	10	360	-	200	-									560	2,000	28%
302403	FIRE TRAINING REIMBURSEMENT	10	-	-	-	8,784									8,784	-	-
305514	POLICE RECORDS	10	1,400	465	1,534	495									3,893	12,000	32%
302401	STATE ROUTE MAINTENANCE	10	861	31,504	-	-									32,364	127,000	25%
303405	SCHOOL DISTRICT REIMB	10	-	217,114	-	-									217,114	431,000	50%
Sub Total			159,159	365,180	131,224	59,749	-	-	-	-	-	-	-	-	715,313	3,703,658	19%
Investment/Other Income																	
307101	INTEREST INCOME	10	5,487	5,703	3,506	300									14,995	100,000	15%
307141	INVESTMENT INCOME	10	138	310	11,101	61									11,610	-	-
Sub Total			5,625	6,013	14,606	361	-	-	-	-	-	-	-	-	26,605	100,000	27%
General Fund Total			4,920,493	5,260,695	4,824,686	4,594,601	-	-	-	-	-	-	-	-	19,600,475	70,500,000	28%

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

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

Period Ending: **April 2020**

Div	Month of Fiscal Year Fund	1	2	3	4	5	6	7	8	9	10	11	12	Actual YTD	Revised Budget	% of Budget
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Development Services																
various	HOME PROGRAM	17	21,883	7,350	4,466	2,289								35,988	1,037,884	3%
various	CDBG	18	124,443	116,654	112,534	128,541								482,171	2,169,815	22%
various	DUATS	22	0	271,432	70	2								271,504	349,120	78%
various	PEG PROJECTS	40	3,437	15,272	144	3,368								22,221	79,850	28%
various	MASS TRANSIT	70	2,776,556	1,738,892	3,078,658	971								7,595,077	13,849,521	55%
various	DCDF	82	3,153	2,581	1,412	1,358								8,504	18,000	47%
various	COMMUNITY REVITALIZATION	84	654	502	56,283	1,134,015								1,191,454	1,365,000	87%
various	RECYCLING	88	59,991	56,516	55,448	60,733								232,688	692,550	34%
Sub Total			2,990,119	2,209,197	3,309,015	1,331,277	-	-	-	-	-	-	-	9,839,608	19,561,740	50%
Redevelopment & TIF																
various	OLDE TOWNE TIF	19	53	51	688	3								795	984,960	0%
various	SE PLAZA TIF	20	8,590	6,990	8,687	8,580								32,848	379,106	9%
various	WABASH CROSSING TIF	21	555	539	1,148	28								2,270	551,409	0%
various	EASTGATE TIF	23	17,231	18,996	17,483	17,071								70,781	308,009	23%
various	SOUTHSIDE TIF	24	60	59	143	3								265	28,392	1%
various	PINES SHOPPING CENTER TIF	28	2,595	2,076	2,586	2,530								9,787	100,725	10%
various	GRAND & OAKLAND TIF	29	5,590	(41)	5,577	5,480								16,607	168,243	10%
Sub Total			34,675	28,670	36,311	33,696	-	-	-	-	-	-	-	133,352	2,520,844	5%
Public Safety																
various	STATE DRUG ENFORCEMENT	25	1,341	31,530	8,485	3								41,359	192,700	21%
various	DUI COURT FINES	26	3,253	6,263	13,263	4,884								27,663	120,300	23%
various	POLICE PROGRAMS/LAB	27	241	311	454	7								1,012	3,300	31%
various	FEDERAL DRUG ENFORCEMENT	30	89	85	48	4								227	85,200	0%
various	FOREIGN FIRE INSURANCE	37	525	141	78	76								820	137,000	1%
various	2018 PROJECT FUND	44	560	560	47,649	6,984								55,753	65,500	85%
Sub Total			6,008	38,891	69,977	11,958	-	-	-	-	-	-	-	126,835	604,000	21%
Debt Service																
various	DEBT SERVICE	50	32,097	31,861	32,420	31,165								127,543	2,830,600	5%
Public Works & Capital																
various	LOCAL STREETS & ROADS	42	154,047	145,714	147,892	127,259								574,912	1,956,528	29%
various	CAPITAL STREET PROJECTS	45	438	30,409	727	3								31,577	485,000	7%
various	MFT PROJECTS	46	623,961	237,957	576,098	244,134								1,682,150	10,123,755	17%
various	FLEET MAINTENANCE	60	237,762	243,916	234,619	222,059								938,356	3,112,580	30%
various	EQUIPMENT REPLACEMENT	61	824	633	1,970	59								3,485	550,100	1%
various	STORMWATER PROJECTS	78	128,580	114,785	123,900	169,453								536,718	1,710,552	31%
various	SEWER PROJECTS	79	1,041,347	1,005,327	2,133,598	1,346,814								5,527,086	11,273,155	49%
Sub Total			2,186,959	1,778,742	3,218,803	2,109,781	-	-	-	-	-	-	-	9,294,285	29,211,670	32%
Library																
various	LIBRARY OPERATIONS	35	103,194	52,789	66,795	121,979								344,758	3,992,487	9%
various	LIBRARY CAPITAL	58	222	216	407	11								856	250,150	0%
various	LIBRARY TRUST FUNDS	59	185	430	73	7								696	33,000	2%
Sub Total			103,602	53,435	67,276	121,997	-	-	-	-	-	-	-	346,310	4,275,637	8%

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

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

Period Ending: April 2020

Div	Month of Fiscal Year Fund	1	2	3	4	5	6	7	8	9	10	11	12	Actual YTD	Revised Budget	% of Budget
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Other Miscellaneous																
various	BUILDING FUND	34	48,528	48,453	48,769	47,937								193,687	1,077,160	18%
various	BAND	36	1,080	1,080	1,105	1,058								4,323	96,581	4%
various	RISK MANAGEMENT	64	274,137	276,412	280,724	275,074								1,106,347	3,351,600	33%
various	EMPLOYEE BENEFIT	65	831,418	821,110	773,211	1,206,156								3,631,895	11,090,900	33%
various	FIBER OPTICS	77	1,428	975	2,839	454								5,695	825,975	1%
various	GRANTS	85	-	-	-	-								-	75,000	0%
Sub Total			1,156,592	1,148,029	1,106,647	1,530,679	-	-	-	-	-	-	-	4,941,947	16,517,216	30%
Water Utility & Capital																
various	WATER	80	2,463,686	2,393,665	2,388,465	2,354,792								9,600,607	30,639,302	31%
various	WATER CAPITAL	81	10,116	9,783	1,025,164	541								1,045,603	4,230,000	25%
various	WATER BOND FUND	89	249	242	138	13								642	15,000	4%
Sub Total			2,474,050	2,403,689	3,413,767	2,355,345	-	-	-	-	-	-	-	10,646,852	34,884,302	31%
Fudiciary Trust & Agency																
various	FIRE PENSION	90	265,335	461,185	191,133	218,406								1,136,060	10,574,230	11%
various	POLICE PENSION	91	378,803	376,937	728,097	144,633								1,628,471	11,194,777	15%
Sub Total			644,138	838,122	919,230	363,040	-	-	-	-	-	-	-	2,764,530	21,769,007	13%
Grand Total Revenues			14,548,733	13,791,332	16,998,132	12,483,538	-	-	-	-	-	-	-	57,821,736	202,675,016	29%

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

home

Net Assessed Value \$: 837,844,671 not certified
 City Tax Rate: 1.69327% not certified

Assessed Value Year 2019
Pay Year 2020
PENDING

note	Tax Levy Item	Fund	input	input	input	Billed \$ Amount not certified
			Net Assessed Value not certified	Tax Rate not certified	Tax Levy \$ Amount ordinance	
	General Obligation Bond Debt	50	837,844,671	0.25327%	2,122,000.00	2,122,000.00
	General Purpose	10	837,844,671	0.00000%	-	-
	Fire Pension	10	837,844,671	0.60870%	5,100,000.00	5,100,000.00
	Police Pension	10	837,844,671	0.47742%	4,000,000.00	4,000,000.00
	City Library	35	837,844,671	0.34613%	2,900,000.00	2,900,000.00
	Municipal Band	36	837,844,671	0.00776%	65,000.00	65,000.00
	Public Transit	70				
	xxxxx	xx				
1	Total City		837,844,671	1.69327%	14,187,000.00	14,187,000.00
			xx	xx	xx	xx
					1.69327	
	TIF District (tax code district)		input	input	input	Billed \$ Amount not certified
			AV Increment Value not certified	Tax Rate not certified	AV Increment \$ Amount	
	ZTF3 Pines TIF (4062)	28		10.50657%	-	-
	ZTF4 SE Plaza TIF (9542)	20		9.51727%	-	-
	ZTF5 Olde Towne TIF (4555)	19		10.50657%	-	-
	ZTF6 Near North TIF (4455)	21		10.50657%	-	-
	ZTF8 Eastgate TIF (9543)	23		9.83341%	-	-
	ZTF0 Grand & Oakland (4062)	29		10.50657%	-	-
	ZTFA SS Redevelopment (xxxx)	24		10.47230%	-	-
2	Redevelopment TIF		-	-	-	-
			xx	xx	xx	xx
	Total Property Tax Levy				14,187,000.00	14,187,000.00

Note(s)

- 1 Data per City of Decatur 2019 Tax Levy - certification and extension dated May xx, 2020 certified May xx, 2020 received by City May xx, 2020
- 2 Data per Macon County - AV increment, Tax Rates, certification and extention dated May xx, 2020 received by City May xx, 2020

Prepared By:
 Office of the City Treasurer

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

**Assessed Value Year
Pay Year
2019
2020
PENDING**

Tax Levy Item	Fund	Billed \$ Amount	99.0% Collection Rate	Expected Collection \$ Amount	input			Total Distribution	Expected Account Receivable \$ Amount	Actual Collection Rate
					Distribution 1 6/xx/2020	Distribution 2 9/xx/2020	Distribution 3 12/xx/2020			
General Obligation Bond Debt	50	2,122,000.00	99.0%	2,100,780.00	-	-	-	-	2,100,780.00	0.0%
General Purpose	10	-	99.0%	-	-	-	-	-	-	-
Fire Pension	10	5,100,000.00	99.0%	5,049,000.00	-	-	-	-	5,049,000.00	0.0%
Police Pension	10	4,000,000.00	99.0%	3,960,000.00	-	-	-	-	3,960,000.00	0.0%
City Library	35	2,900,000.00	99.0%	2,871,000.00	-	-	-	-	2,871,000.00	0.0%
Municipal Band	36	65,000.00	99.0%	64,350.00	-	-	-	-	64,350.00	0.0%
Mass Transit		-		-	-	-	-	-	-	-
Total City		14,187,000.00		14,045,130.00	-	-	-	-	14,045,130.00	0.0%
City Collection Rate:								0.0%		
ZTF3 Pines TIF (4062)	28	-	100.0%	-	-	-	-	-	0	-
ZTF4 SE Plaza TIF (9542)	20	-	100.0%	-	-	-	-	-	0	-
ZTF5 Olde Towne TIF (4555)	19	-	98.0%	-	-	-	-	-	0	-
ZTF6 Near North TIF (4455)	21	-	100.0%	-	-	-	-	-	0	-
ZTF8 Eastgate TIF (9543)	23	-	100.0%	-	-	-	-	-	0	-
ZTF0 Grand & Oakland (xxxx)	29	-	100.0%	-	-	-	-	-	0	-
ZTFA SS Redevelopment (xxxx)	24	-	100.0%	-	-	-	-	-	0	-
Redevelopment TIF		-		-	-	-	-	-	-	-
City Collection Rate:								#DIV/0!		
Total Property Tax Levy		14,187,000.00		14,045,130.00	-	-	-	-	14,045,130.00	0.0%
City Collection Rate:								0.0%		

Note(s)

- 1 Payment received 06/xx/2020 from Macon County Treasurer with check distribution / checks xxxxx, dated June xx, 2020
- 2 Payment received 09/xx/2020 from Macon County Treasurer with check distribution / checks xxxxx, dated September xx, 2020
- 3 Payment received 12/3xx/2020 from Macon County Treasurer with check distribution / checks xxxxx, dated December xx, 2020

Footnote (Not a part of City Tax Levy)

Decatur Road & Bridge Tax Distribution	10-0831-301102							
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Total County Distribution to Civil City				
	xx	xx	xx	-

Footnote (Not a part of City Tax Levy)

Decatur Mobile Home Privilege Tax Distribution	10-0231-301106	-	-	-	-	test s/b "0"
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Distribution to City including TIF & Mobile Home				
	xx	xx	xx	-

General Obligation Bond Debt	50-43500-301103	-	ZTF3 Pines TIF (4062)	28-43281-301103	-
General Purpose	10-0231-301103	-	ZTF4 SE Plaza TIF (9542)	20-43200-301103	-
Fire Pension	10-0231-301103	-	ZTF5 Olde Towne TIF (4555)	19-45190-301103	-
Police Pension	10-0231-301103	-	ZTF6 Near North TIF (4455)	21-43210-301103	-
City Library	35-59350-301103	-	ZTF8 Eastgate TIF (9543)	23-43230-301103	-
Municipal Band	36-43360-301103	-	ZTF0 Grand & Oakland (xxxx)	29-43291-301103	-
			ZTFA SS Redevelopment (xxxx)	24-43241-301103	-

Prepared By:
Office of the City Treasurer

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

Period Ending: April 2020

Grant ID	Div	Grant Name	State	Federal	In Budget	Status	Grant Amount
55	015 Executive	02-1439-17758 BICYCLE PLAN, STATEWIDE PLANNING & RESEARCH FUND		X	Y	PENDING	60,000
62	015 Executive	AJCYZ03066 IPHCA CENSUS GRANT (SUB RECIPIENT)	n/a	n/a	Y	ACTIVE	25,000
52	050 Planning & Sustainability	20-1009-12795 TRANSPORTATION PLANNING ACTIVITIES (DUATS)		X	Y	ACTIVE	279,297
53	050 Planning & Sustainability	20-1009-12795 TRANSPORTATION PLANNING ACTIVITIES (DUATS)	X		Y	ACTIVE	69,824
58	050 Planning & Sustainability	MUELLER COMPANY EXPANSION	X			ACTIVE	500,000
C2016	054 Neighborhood Outreach	B-16-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,268,061
C2017	054 Neighborhood Outreach	B-17-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,262,045
C2018	054 Neighborhood Outreach	B-18-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	1,378,744
C2019	054 Neighborhood Outreach	B-19-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)		X	Y	ACTIVE	
H2016	054 Neighborhood Outreach	M-16-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	327,118
H2017	054 Neighborhood Outreach	M-17-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	330,899
H2018	054 Neighborhood Outreach	M-18-MC-17-0008 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	444,741
H2019	054 Neighborhood Outreach	M-19-MC-17-0203 HOME INVESTMENT PARTNERSHIP		X	Y	ACTIVE	
49	065 Police	AP-20-0069 STEP		X	Y	ACTIVE	125,742
63	065 Police	AP-21-xxxx STEP PENDING		X	Y	PENDING	101,118
44	065 Police	2018 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	28,400
54	065 Police	2019 BULLETPROOF VEST PARTNERSHIP (BVP)		X	Y	ACTIVE	15,099
59	070 Fire	EMW-2018-FO-05460 ASSISTANCE TO FIREFIGHTERS GRANT		X	Y	ACTIVE	80,932
09334	082 Public Works	R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W	X		Y	ACTIVE	2,006,014
09335	082 Public Works	IL COMPETITIVE FREIGHT PROGRAM-BRUSH COLLEGE/FAIRES PKWY GRADE SEP		X	N	ACTIVE	25,000,000
09336	082 Public Works	PENDING-RAILROAD GRADE CROSSING PROTECTION FND GCPF BRUSH COLLEGE	X		N	PENDING	12,000,000
1406	082 Public Works	15-203002 IL DCEO (MIDWEST INLAND PORT TRANSPORTATION STUDY)	X		N	ON HOLD	250,000
1507	082 Public Works	IEPA L17-5329 WATER POLLUTION CONTROL-7TH WARD SEWER		X	Y	ACTIVE	9,203,831
1706	082 Public Works	CONTRIBUTED CAPITAL-MOUND ROAD/STEVENS CREEK WEST & MIDDLE BRIDGES		X	N	ACTIVE	2,000,000
1722	082 Public Works	IEPA L17-5498 WATER POLLUTION CONTROL-MCKINLEY SEWER		X	Y	ACTIVE	5,911,143
L2020	350 Library	FY2020 IL PUBLIC LIBRARY PER CAPITA GRANT	X		Y	PENDING	
61	350 Library	20- 3031 -PNG PROJECT NEXT GENERATION		X	Y	ACTIVE	14,900
F16-1	700 Mass Transit	IL-2016-027-00 FY1 OPERATING ASSISTANCE/CAPITAL		X	Y	ACTIVE	1,651,807
F17-2	700 Mass Transit	IL-2017-029-02 FY17 REPLACEMENT OF CARPETING & BUS STOP IMPROVEMENTS		X	Y	ACTIVE	153,802
F20	700 Mass Transit	IL-2020-004-00 OPERATING ASSISTANCE		X	Y	ACTIVE	1,800,000
FC18	700 Mass Transit	IL-2018-PND FY18 CAPITAL		X	Y	SUBMITTED	152,000
FC19	700 Mass Transit	IL-2019-PND FY19 CAPITAL		X	Y	SUBMITTED	148,400
FC191	700 Mass Transit	IL-2019-010-00 BUS PROCUREMENT GRANT		X	N	ACTIVE	4,662,000
FC20	700 Mass Transit	IL-2020-010-01 PENDING FY20 CAPITAL		X	Y	SUBMITTED	296,100
S19	700 Mass Transit	OP-19-08-IL #4953 FY-2019 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	ACTIVE	11,057,000
S20	700 Mass Transit	OP-20-47-IL #5063 FY-2020 DOWNSTATE OPERATING ASSISTANCE GRANT	X		Y	ACTIVE	12,162,700
SC14	700 Mass Transit	CAP-14-1034-ILL #4464 CAPITAL GRANT	X		Y	ACTIVE	3,190,000
50	700 Mass Transit	TS-18-317, DECATUR COMPREHENSIVE OPERATIONS ANALYSIS		X	Y	ACTIVE	60,000
51	700 Mass Transit	TS-18-317, DECATUR COMPREHENSIVE OPERATIONS ANALYSIS	X		Y	ACTIVE	15,000

Bold print indicates information updated from previous month's report

Total 98,031,717
Active 85,024,099

**City of Decatur
City Treasurer's Financial Report
Expenditure Tracking**

April 2020

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	8,357	2,507	2,636	3,495									16,995	63,000	63,000	27%
015	EXECUTIVE	10	56,242	51,188	51,240	80,159									238,829	697,661	697,661	34%
016	HUMAN RESOURCES	10	41,111	36,689	39,695	51,582									169,077	568,577	568,577	30%
017	INFORMATION TECHNOLOGIES	10	167,074	126,221	99,579	163,763									556,637	1,993,326	1,993,326	28%
018	CITY CLERK	10	1,027	415	347	699									2,489	11,130	11,130	22%
020	LEGAL	10	71,827	69,229	65,762	95,549									302,367	928,072	928,072	33%
035	FINANCE	10	104,434	97,229	93,995	186,711									482,369	1,547,756	1,547,756	31%
037	PURCHASING	10	20,080	17,429	17,431	26,183									81,124	280,114	280,114	29%
038	CIVIC CENTER	10	17,520	17,062	7,067	26,298									67,946	206,594	206,594	33%
039	CITY GENERAL ADMINISTRATIVE	10	138,500	35,365	170,489	5,000									349,354	1,700,254	1,700,254	21%
Sub Total			626,172	453,333	548,242	639,440	-	-	-	-	-	-	-	-	2,267,187	7,996,484	7,996,484	28%
Development Services																		
050	PLANNING & SUSTAINABILITY	10	42,232	38,553	37,208	61,786									179,779	651,371	651,371	28%
052	BUILDING INSPECTIONS	10	47,654	48,246	55,092	71,198									222,192	669,412	669,412	33%
053	NEIGHBORHOOD INSPECTIONS	10	52,335	54,314	41,590	113,807									262,046	965,179	965,179	27%
054	REVITALIZATION & HOUSING SERV	10	26,884	29,451	27,875	41,578									125,787	388,308	388,308	32%
055	ECONOMIC DEVELOPMENT	10	115,322	122,772	6,190	14,861									259,145	472,106	472,106	55%
Sub Total			284,427	293,337	167,955	303,231	-	-	-	-	-	-	-	-	1,048,949	3,146,376	3,146,376	33%
Public Safety																		
065	POLICE	10	2,009,203	1,651,990	1,947,814	2,594,832									8,203,840	28,240,407	28,240,407	29%
070	FIRE	10	1,202,818	1,115,596	1,103,564	1,845,712									5,267,689	20,752,278	20,752,278	25%
Sub Total			3,212,021	2,767,586	3,051,378	4,440,543	-	-	-	-	-	-	-	-	13,471,529	48,992,685	48,992,685	27%
Public Works																		
080	PUBLIC WORKS ADMIN	10	162,885	29,185	34,150	65,627									291,846	584,288	584,288	50%
082	ENGINEERING	10	86,214	84,400	85,777	124,670									381,062	1,389,888	1,389,888	27%
083	MUNICIPAL SERVICES	10	367,224	382,485	354,548	503,171									1,607,428	4,895,768	4,895,768	33%
084	STREETS	10	81,780	79,045	87,068	91,889									339,781	1,059,969	1,059,969	32%
086	TRAFFIC & PARKING	10	116,862	151,046	47,841	146,656									462,405	1,647,407	1,647,407	28%
088	URBAN FORESTRY	10	34,097	33,107	40,956	26,756									134,916	587,135	587,135	23%
Sub Total			849,063	759,267	650,340	958,768	-	-	-	-	-	-	-	-	3,217,438	10,164,455	10,164,455	32%
General Fund Expenditure Total			4,971,683	4,273,523	4,417,914	6,341,982	-	-	-	-	-	-	-	-	20,005,103	70,300,000	70,300,000	28%

**City of Decatur
City Treasurer's Financial Report
Expenditure Tracking**

April 2020

Div	Month of Fiscal Year	Fund	Month of Fiscal Year												Actual YTD	Original Budget	Revised Budget	YTD % of Budget		
			1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec						
Development Services																				
170	HOME PROGRAM	17	6,447	2,300	2,952	1,292											12,991	364,628	364,628	4%
171	PROGRAM DELIVERY COSTS	17	34,551	53	-	-											34,604	673,256	673,256	5%
181	PROJECTS	18	33,614	29,178	21,584	37,961											122,337	1,094,600	1,094,600	11%
183	REHAB PROJECTS	18	67,417	67,192	68,077	66,300											268,986	605,624	605,624	44%
184	ADMINISTRATION	18	23,079	17,833	22,618	24,056											87,586	469,591	469,591	19%
220	DUATS	22	-	208,566	15,070	152											223,788	349,120	349,120	64%
400	PEG PROJECTS	40	2,528	4,080	2,481	21,943											31,033	79,397	79,397	39%
701	MT-OPERATIONS	70	80,454	54,992	1,122,961	527,201											1,785,608	6,948,878	6,948,878	26%
702	MT-MAINTENANCE	70	69,246	20,813	110,979	46,936											247,973	450,136	450,136	55%
703	MT-TRANSPORTATION	70	93,441	65,219	242,815	26,326											427,801	706,294	706,294	61%
704	MT-INSURANCE	70	26,241	1,075	23,891	1,075											52,282	70,400	70,400	74%
705	MT-CAPITAL	70	4,429,161	1,214,053	-	-											5,643,214	6,104,000	6,104,000	92%
820	DCDF	82	632	5,238	297	-											6,167	155,000	155,000	4%
840	COMMUNITY REVITALIZATION	84	-	-	-	85											85	278,000	278,000	0%
841	COMM REVITALIZATION GRANT	84	77,578	45,405	41,240	2,450											166,673	2,164,000	2,164,000	8%
880	RECYCLING	88	48,517	64,954	51,991	54,414											219,875	657,067	657,067	33%
Sub Total			4,992,904	1,800,950	1,726,956	810,192	-	-	-	-	-	-	-	-	-	-	9,331,002	21,169,991	21,169,991	44%
Redevelopment & TIF																				
190	OLDE TOWNE TIF	19	-	-	-	-											-	984,960	984,960	0%
200	SE PLAZA TIF	20	-	26,418	-	-											26,418	379,106	379,106	7%
210	WABASH CROSSING TIF	21	-	-	-	-											-	1,116,000	1,116,000	0%
230	EASTGATE TIF	23	-	-	-	-											-	308,009	308,009	0%
241	SOUTHSIDE TIF	24	-	-	-	-											-	60,200	60,200	0%
281	PINES SHOPPING CENTER TIF	28	-	100,511	-	-											100,511	100,725	100,725	100%
291	GRAND & OAKLAND TIF	29	-	166,673	-	-											166,673	168,243	168,243	99%
Sub Total			-	293,602	-	-	-	-	-	-	-	-	-	-	-	-	293,602	3,117,243	3,117,243	9%
Public Safety																				
251	STATE DRUG ACTIVITIES	25	21,618	8,930	8,973	22,505											62,025	321,360	321,360	19%
260	DUI COURT FINES	26	7,969	24,727	1,136	676											34,508	151,000	151,000	23%
270	POLICE PROGRAMS/LAB	27	-	19	39	19											78	41,000	41,000	0%
302	FEDERAL DRUG ENFORCEMENT	30	-	-	-	-											-	150,000	150,000	0%
371	FOREIGN FIRE INSURANCE	37	12,023	18,386	12,860	11,423											54,692	137,000	137,000	40%
440	2018 PROJECT FUND	44	190,206	2,697	254,064	28,578											475,545	6,261,016	6,261,016	8%
Sub Total			231,816	54,758	277,073	63,201	-	-	-	-	-	-	-	-	-	-	626,848	7,061,376	7,061,376	9%
Debt Service																				
504	DS-2018 BOND-FIRE STATIONS	50	-	465,800	-	-											465,800	656,200	656,200	71%
505	DS-2018 BOND-FIRE RENOVATIONS	50	-	94,175	-	-											94,175	132,250	132,250	71%
506	DS-2019 BOND	50	-	-	-	-											-	276,480	276,480	0%
516	DS-2010A BOND	50	-	-	-	-											-	545,700	545,700	0%
518	DS-2010C BOND	50	-	-	-	-											-	137,800	137,800	0%
521	DS-2012 GO BOND	50	-	704,376	-	-											704,376	746,322	746,322	94%
Sub Total			-	1,264,351	-	-	-	-	-	-	-	-	-	-	-	-	1,264,351	2,494,752	2,494,752	51%

**City of Decatur
City Treasurer's Financial Report
Expenditure Tracking**

April 2020

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 Works & Capital																		
420	LOCAL MFT INITIATIVE PROJECTS	42	1,070	417	129,727	12,643									143,856	1,655,004	1,655,004	9%
421	LOCAL STREET CAP PROJECTS	42	-	598,143	-	-									598,143	1,191,429	1,191,429	50%
451	CAPITAL STREET PROJECTS	45	5,000	76,924	505,000	5,000									591,924	1,042,250	1,042,250	57%
460	MFT PROJECTS	46	353,470	624,662	274,234	1,125,208									2,377,573	10,699,966	10,699,966	22%
601	FLEET OPERATIONS	60	107,611	138,262	117,126	137,194									500,193	1,697,302	1,697,302	29%
602	FLEET INVENTORY	60	22,499	56,204	93,534	61,684									233,920	1,225,600	1,225,600	19%
611	POLICE CAPITAL	61	33,791	3,677	2,601	34,816									74,887	684,639	684,639	11%
612	FIRE CAPITAL	61	-	77,541	1,118	68,762									147,421	186,303	186,303	79%
613	PUBLIC WORKS CAPITAL	61	-	66,174	-	-									66,174	268,711	268,711	25%
780	STORM WATER PROJECTS	78	60,178	63,130	68,521	71,877									263,705	2,157,100	2,157,100	12%
782	STORM DEBT SERVICE-2017 IEPA	78	-	-	-	-									-	206,332	206,332	0%
790	SEWER PROJECTS	79	224,688	586,188	1,303,497	1,645,945									3,760,318	13,529,122	13,529,122	28%
792	SEWER DEBT SERVICE-2013 IEPA	79	-	-	-	229,848									229,848	459,695	459,695	50%
793	SEWER DEBT SERVICE-2015 IEPA	79	66,351	-	-	-									66,351	132,702	132,702	50%
794	SEWER DEBT SERVICE-2015 IEPA	79	-	-	254,060	-									254,060	508,121	508,121	50%
Sub Total			874,658	2,291,322	2,749,419	3,392,976	-	-	-	-	-	-	-	-	9,308,375	35,644,276	35,644,276	26%
Library																		
351	LIBRARY OPERATIONS	35	291,465	279,410	302,547	382,654									1,256,076	3,985,458	3,985,458	32%
582	LIBRARY CAPITAL PROJECTS	58	-	-	-	-									-	250,000	250,000	0%
591	DPL-CANTONI TRUST	59	-	-	-	-									-	-	-	-
592	DPL-MEYER TRUST	59	1,977	2,015	2,000	3,000									8,992	47,000	47,000	19%
594	DPL-DONATIONS	59	-	-	715	-									715	30,000	30,000	2%
Sub Total			293,441	281,425	305,262	385,654	-	-	-	-	-	-	-	-	1,265,783	4,312,458	4,312,458	29%
Other Miscellaneous																		
340	BUILDING FUND	34	9,112	265,948	28,677	333,937									637,674	1,080,010	1,080,010	59%
360	BAND	36	1,709	576	213	213									2,711	96,581	96,581	3%
641	RISK MANAGEMENT	64	25,201	16,186	21,836	17,231									80,454	429,493	429,493	19%
642	WORKER'S COMPENSATION	64	176,355	141,928	288,754	116,521									723,557	2,004,250	2,004,250	36%
643	LIABILITY PROPERTY & CASUALTY	64	(38,271)	18,486	140,293	9,524									130,223	732,000	732,000	18%
651	MEDICAL INSURANCE	65	865,276	714,879	905,377	767,281									3,252,814	11,812,424	11,812,424	28%
653	UNEMPLOYMENT INSURANCE	65	-	-	-	-									-	18,000	18,000	0%
770	FIBER OPTICS	77	-	4,736	3,000	3,000									10,736	866,000	866,000	1%
850	GRANTS	85	-	-	-	-									-	75,000	75,000	0%
Sub Total			1,039,381	1,162,739	1,388,150	1,247,707	-	-	-	-	-	-	-	-	4,837,977	17,113,758	17,113,758	28%
Water Utility & Capital																		
801	WATER PRODUCTION	80	272,592	465,548	361,537	406,196									1,505,873	5,428,244	5,428,244	28%
802	WATER LAKE SERVICES	80	85,819	100,407	62,128	64,954									313,308	1,457,389	1,457,389	21%
803	WATER ADMINISTRATION	80	331,747	332,369	346,397	340,563									1,351,076	6,803,233	6,803,233	20%
804	WATER SERVICES	80	269,253	269,094	292,676	320,117									1,151,140	3,583,346	3,583,346	32%
805	UTILITY CUSTOMER SERVICE	80	69,262	87,037	101,834	103,794									361,927	994,379	994,379	36%
808	WATER DEBT SERV-GO BONDS	80	-	6,539,409	450	-									6,539,859	11,176,272	11,176,272	59%
809	WATER DEBT-NITRATE FACILITY	80	-	-	-	-									-	484,538	484,538	0%
80B	WATER DEBT-MAIN&FRANK TANK	80	180,840	-	-	-									180,840	361,681	361,681	50%
80C	WATER DEBT-ENERGY PROJECT	80	-	331,436	-	-									331,436	1,335,101	1,335,101	25%
811	WATER NON LAKE CAPITAL	81	13,371	336,453	51,458	5,775									407,056	5,790,186	5,790,186	7%
812	WATER LAKE CAPITAL	81	29,565	-	-	-									29,565	1,140,000	1,140,000	3%
890	WATER BONDS	89	-	-	-	-									-	3,303,547	3,303,547	0%
Sub Total			1,252,449	8,461,754	1,216,481	1,241,398	-	-	-	-	-	-	-	-	12,172,081	41,857,916	41,857,916	29%
Fudiciary Trust & Agency																		
900	FIRE PENSION	90	722,612	717,339	695,944	767,400.69									2,903,296	9,292,580	9,292,580	31%
910	POLICE PENSION	91	746,579	748,680	736,152	751,585.31									2,982,997	9,522,476	9,522,476	31%
Sub Total			1,469,191	1,466,020	1,432,096	1,518,986	-	-	-	-	-	-	-	-	5,886,293	18,815,056	18,815,056	31%
Grand Total Expenditures			15,125,524	21,350,444	13,513,349	15,002,097	-	-	-	-	-	-	-	-	64,991,415	221,886,826	221,886,826	29%

City of Decatur
Water Utility Financial Report

Month of: April 2020

Operating Fund Statement of Revenue and Expense

US\$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year Actual	O(U) Prior Year
Revenue					
Water Sales	2,269,760	2,401,709	(131,949)	2,394,054	(124,294)
UCB Billing Reimb	42,352	44,332	(1,980)	39,123	3,229
Tapping Fees	2,327	146	2,181	134	2,193
Lake Permits/Lic (50%)	30	35,390	(35,360)	-	30
Interest Income	70	19,358	(19,288)	5,286	(5,216)
Other Income	40,214	1,133	39,081	2,248	37,966
Total Revenue	2,354,753	2,502,068	(147,315)	2,440,845	(86,092)
Cost of Service					
Water Production	406,196	481,860	(75,664)	405,035	1,161
Water Services	320,117	388,663	(68,546)	281,001	39,116
Total Cost of Service	726,313	870,523	(144,210)	686,036	40,277
% of Revenue	30.8%	34.8%		28.1%	
Water Gross Margin	1,628,440	1,631,545	(3,105)	1,754,809	(126,369)
% of Revenue	69.2%	65.2%		71.9%	
Operating Expense					
Lake Management	64,954	95,039	(30,085)	42,988	21,966
Water Administration	340,563	335,929	4,634	327,508	13,055
Customer Service	103,794	109,305	(5,511)	97,620	6,174
Total Operating Expense	509,311	540,273	(30,962)	468,116	41,195
% of Revenue	21.6%	21.6%		19.2%	
Margin Before Debt Service	1,119,129	1,091,272	27,857	1,286,693	(167,564)
% of Revenue	47.5%	43.6%		52.7%	
Debt Service					
GO Bond Debt	-	-	-	-	-
IEPA - Nitrate Facility	-	-	-	-	-
IEPA - Water Tower	-	-	-	-	-
JCI - Auto Water Meter	-	-	-	-	-
Total Debt Service	-	-	-	-	-
% of Revenue	0.0%	0.0%		0.0%	
Operating Income	1,119,129	1,091,272	27,857	1,286,693	(167,564)
% of Revenue	47.5%	43.6%		52.7%	
Transfer to Capital					
CapEx Funding	-	-	-	-	-
Income after Capital Transfer	1,119,129	1,091,272	27,857	1,286,693	(167,564)
% of Revenue	47.5%	43.6%		52.7%	

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
9,331,987	9,239,291	92,696	9,209,842	122,145
173,258	178,144	(4,886)	157,258	16,000
2,518	6,557	(4,039)	5,996	(3,478)
68	35,733	(35,665)	-	68
8,392	46,464	(38,072)	12,687	(4,295)
84,344	28,150	56,194	55,878	28,466
9,600,567	9,534,339	66,228	9,441,661	158,906
1,505,873	1,523,203	(17,330)	1,368,039	137,834
1,151,140	1,260,503	(109,363)	1,078,265	72,875
2,657,013	2,783,706	(126,693)	2,446,304	210,709
27.7%	29.2%		25.9%	
6,943,554	6,750,633	192,921	6,995,357	(51,803)
72.3%	70.8%		74.1%	
313,308	431,744	(118,436)	261,309	51,999
1,351,076	1,420,586	(69,510)	1,414,511	(63,435)
361,927	337,525	24,402	342,600	19,327
2,026,311	2,189,855	(163,544)	2,018,420	7,891
21.1%	23.0%		21.4%	
4,917,243	4,560,778	356,465	4,976,937	(59,694)
51.2%	47.8%		52.7%	
6,539,859	6,539,034	825	6,736,812	(196,953)
-	-	-	-	-
180,840	180,840	-	180,840	-
331,436	331,436	-	322,548	8,888
7,052,135	7,051,310	825	7,240,200	(188,065)
73.5%	74.0%		76.7%	
(2,134,892)	(2,490,532)	355,640	(2,263,263)	128,371
-22.2%	-26.1%		-24.0%	
-	-	-	-	-
(2,134,892)	(2,490,532)	355,640	(2,263,263)	128,371
-22.2%	-26.1%		-24.0%	

Balance Sheet Items (Operating Fund)				
Cash	2,773,183		3,195,760	
Interfund AR	-		-	
Investments	-		-	
Total Cash & Investments	2,773,183		3,195,760	
Accounts Receivable	2,598,197		2,486,586	

Prepared By: Office of the City Treasurer

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

Month of: **April 2020**

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget
Revenue					
CapEx Funding	-	-	-	-	2,750,000
ADM Cost Share	-	1,000,000	1,000,000	-	1,000,000
IEPA Loan draw down	-	-	-	-	-
Other	541	45,604	53,439	(7,835)	275,538
Total Revenue	541	1,045,604	1,053,439	(7,835)	4,025,538

Comments

CapEx funding from Water Operating Fund
 Actual ADM cost share

CapEx Project Spending					
Operating CapEx	-	13,866	-	13,866	300,000
Professional Services	-	-	-	-	247,000
Capital Equipment	-	23,665	324,845	(301,180)	500,000
Water Distribution	-	-	-	-	34,000
Pump Stations	-	-	-	-	-
Water Main Replacement	-	306,655	888,768	(582,113)	4,000,000
Water System Improv	5,775	58,938	139,405	(80,467)	350,897
SWTP CapEx	-	3,933	377	3,556	642,186
Lake Operating	-	29,565	-	29,565	10,000
Other Equipment	-	-	-	-	30,000
EPA Non Source	-	-	-	-	25,000
Lakefront Development	-	-	-	-	430,000
Sediment Control	-	-	-	-	35,000
Additional Water Supply	-	-	128,873	(128,873)	237,324
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
Total CapEx Spending	5,775	436,622	1,482,268	(1,045,646)	6,841,407

Surplus (Deficit)	(5,234)	608,982	(428,829)	(2,815,869)
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Capital Fund Cash Position			
Cash at January 1, 2019	3,778,676		
Current Cash Position	3,319,235	Cash Position Target at December 31, 2019	962,807
Interfund AR	1,681,816		
included in cash above	-		

Prepared By: Office of the City Treasurer

City of Decatur
 Water Utility Financial Report
 Key Metrics

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	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
<i>Original Bills</i>														
Residential	27,465	24,550	27,457	26,983									106,455	
Industrial	32	32	32	32									128	
Commercial	2,740	2,544	2,703	2,741									10,728	
Total	30,237	27,126	30,192	29,756									117,311	99.4%
<i>Delinquent Bills</i>														
Residential	8,038	6,813	2,918	-									17,769	
Industrial	-	-	-	-									-	
Commercial	369	254	84	-									707	
Total	8,407	7,067	3,002	-									18,476	61.8%
Total Bill Count	38,644	34,193	33,194	29,756									135,787	91.8%
Cubit Feet Consumption Billed														
Residential	11,707,150	10,372,676	11,006,905	11,570,632									44,657,363	98.1%
Industrial	40,279,029	41,245,674	39,936,974	40,084,847									161,546,524	98.7%
Commercial	9,711,877	9,498,783	9,776,629	9,805,724									38,793,013	100.1%
Total	61,698,056	61,117,133	60,720,508	61,461,203									244,996,900	98.8%
Water Shut Offs														
	458	350	293	-									1,101	83.4%
Customer Service Telephone Calls	5,497	4,608	4,192	4,230									18,527	99.6%
Water Billed \$														
Residential	\$ 703,504	\$ 624,756	\$ 667,568	\$ 694,615									\$ 2,690,442	100.3%
Industrial	\$ 1,071,513	\$ 1,094,639	\$ 1,039,106	\$ 1,041,534									\$ 4,246,792	102.4%
Commercial	\$ 498,734	\$ 476,749	\$ 495,919	\$ 496,529									\$ 1,967,930	103.1%
Total	\$ 2,273,751	\$ 2,196,143	\$ 2,202,592	\$ 2,232,677									\$ 8,905,163	101.9%
Penalty \$	\$ 12,927	\$ 10,837	\$ 4,533	\$ -									\$ 28,298	61.3%
Total Billed	\$ 2,286,678	\$ 2,206,981	\$ 2,207,125	\$ 2,232,677									\$ 8,933,461	101.7%
Water Gallonage														
Gallons (000)	311,890	302,030	341,650	311,760									1,267,330	117.3%
\$ Billed	\$ 94,815	\$ 91,817	\$ 103,862	\$ 94,775									\$ 365,268	117.3%
Water Billed vs Cash Receipts														
Billed \$	\$ 2,381,493	\$ 2,298,798	\$ 2,310,987	\$ 2,327,452									\$ 9,318,729	102.2%
Cash Revenue \$	\$ 2,414,571	\$ 2,333,114	\$ 2,314,542	\$ 2,269,760									\$ 9,331,987	101.3%
% Cash to Billed	101.4%	101.5%	100.2%	97.5%									100.1%	
Prior Year														
Water Bill Count														
<i>Original Bills</i>														
Residential	27,735	25,525	26,305	27,644	28,607	23,764	28,621	27,007	24,637	27,701	24,026	28,618	320,190	
Industrial	32	32	32	32	32	32	32	32	32	32	32	32	384	
Commercial	2,765	2,541	2,649	2,689	2,831	2,443	2,783	2,697	2,496	2,787	2,381	2,873	31,935	
Total	30,532	28,098	28,986	30,365	31,470	26,239	31,436	29,736	27,165	30,520	26,439	31,523	352,509	
<i>Delinquent Bills</i>														
Residential	7,993	6,901	6,706	6,950	8,032	6,910	7,749	8,147	7,136	8,437	6,086	8,592	89,639	
Industrial	-	-	-	-	-	-	-	25	2	-	-	-	27	
Commercial	376	375	287	305	350	377	333	324	345	390	356	366	4,184	
Total	8,369	7,276	6,993	7,255	8,382	7,287	8,082	8,496	7,483	8,827	6,442	8,958	93,850	
Total Bill Count	38,901	35,374	35,979	37,620	39,852	33,526	39,518	38,232	34,648	39,347	32,881	40,481	446,359	
Cubit Feet Consumption Billed														
Residential	12,041,691	11,407,635	10,584,868	11,506,204	12,111,824	11,249,039	14,021,911	14,869,628	12,152,490	12,930,056	10,566,313	12,114,225	145,555,884	
Industrial	41,841,009	41,375,005	37,010,223	43,526,726	42,700,648	44,404,008	45,261,989	45,128,038	45,878,359	43,707,149	38,624,948	40,522,893	509,980,995	
Commercial	9,753,438	9,597,629	9,383,432	10,020,604	10,261,031	10,785,982	12,932,760	14,513,563	14,131,344	13,628,215	10,645,390	10,358,306	136,011,694	
Total	63,636,138	62,380,269	56,978,523	65,053,534	65,073,503	66,439,029	72,216,660	74,511,229	72,162,193	70,265,420	59,836,651	62,995,424	791,548,573	
Water Shut Offs														
	339	340	300	341	317	286	370	361	344	385	318	365	4,066	
Customer Service Tphone Calls	4,819	4,615	4,383	4,780	5,124	4,787	5,481	5,443	5,231	5,376	4,846	5,576	60,461	
Water Billed \$														
Residential	\$ 707,015	\$ 664,990	\$ 628,859	\$ 681,520	\$ 717,380	\$ 665,840	\$ 818,685	\$ 850,040	\$ 709,288	\$ 759,172	\$ 632,034	\$ 727,674	\$ 8,562,497	
Industrial	\$ 1,052,018	\$ 1,037,122	\$ 944,448	\$ 1,115,622	\$ 1,073,867	\$ 1,136,982	\$ 1,154,858	\$ 1,183,611	\$ 1,168,646	\$ 1,120,429	\$ 1,013,463	\$ 1,053,726	\$ 13,054,792	
Commercial	\$ 485,581	\$ 467,965	\$ 463,160	\$ 491,233	\$ 509,097	\$ 516,558	\$ 602,414	\$ 652,443	\$ 630,888	\$ 624,932	\$ 508,457	\$ 527,206	\$ 6,479,934	
Total	\$ 2,244,614	\$ 2,170,077	\$ 2,036,467	\$ 2,288,375	\$ 2,300,344	\$ 2,319,380	\$ 2,575,957	\$ 2,686,094	\$ 2,508,822	\$ 2,504,533	\$ 2,153,954	\$ 2,308,606	\$ 28,097,223	
Penalty \$	\$ 12,791	\$ 11,939	\$ 10,836	\$ 10,622	\$ 12,709	\$ 11,456	\$ 13,507	\$ 40,523	\$ 13,902	\$ 16,313	\$ 11,404	\$ 15,200	\$ 181,202	
Total Billed	\$ 2,257,405	\$ 2,182,016	\$ 2,047,303	\$ 2,298,997	\$ 2,313,053	\$ 2,330,836	\$ 2,589,464	\$ 2,726,617	\$ 2,522,724	\$ 2,520,846	\$ 2,165,358	\$ 2,323,806	\$ 28,278,425	
Water Gallonage														
Gallons (000)	265,330	260,890	288,360	265,660	273,250	297,130	347,210	326,990	340,010	321,630	293,080	303,380	3,582,920	
\$ Billed	\$ 80,660	\$ 79,311	\$ 87,661	\$ 80,761	\$ 83,068	\$ 90,328	\$ 105,552	\$ 99,405	\$ 103,363	\$ 97,776	\$ 89,096	\$ 92,228	\$ 1,089,208	
Water Billed vs Cash Receipts														
Billed \$	\$ 2,338,065	\$ 2,261,327	\$ 2,134,964	\$ 2,379,758	\$ 2,396,121	\$ 2,421,164	\$ 2,695,016	\$ 2,826,022	\$ 2,626,087	\$ 2,618,622	\$ 2,254,454	\$ 2,416,034	\$ 29,367,633	
Cash Revenue \$	\$ 2,351,452	\$ 2,242,273	\$ 2,222,173	\$ 2,394,054	\$ 2,355,840	\$ 2,366,561	\$ 2,664,736	\$ 2,726,050	\$ 2,696,817	\$ 2,672,361	\$ 2,267,038	\$ 2,436,758	\$ 29,396,115	
% Cash to Billed	100.6%	99.2%	104.1%	100.6%	98.3%	97.7%	98.9%	96.5%	102.7%	102.1%	100.6%	100.9%	100.1%	

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

Period Ending: April 2020

	2020 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staffing														
Executive	6	6	6	6	6									4
Finance	22	21	21	21	21									20
Human Resources	4	4	4	4	4									4
Information Technology	10	10	10	10	10									10
Corporation Counsel	7	7	7	7	7									7
Economic & Community Dev	20	19	18	19	19									20
Public Safety	267	268	268	265	260									258
Public Works	113	111	111	110	111									110
Total Full Time	449	446	445	442	438	0	433							

Part Time Staffing														
Executive														0
Legislative	7	7	7	7	7									7
Finance														0
Human Resources														0
Information Technology														0
Corporation Counsel														0
Planning & Building Services														0
Neighborhood Services														0
Public Safety	2	2	2	2	2									2
Public Works														1
PW Water Management														0
Total Temporary	9	9	9	9	9	0	10							

Total City Staff Headcount	458	455	454	451	447	0	443							
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Note: Above report includes all City Staff, Full Time and Temporary W-2 EE's

Supplementary Statistics - Full Time Staffing

General Fund Only	388	386	385	382	378									375
Staffing Increase		13	1	1	2									28
Staffing Decrease		2	2	4	6									28
Turnover Rate - Year to Date		0.5%	1.0%	2.1%	3.7%									7.5%

All Other Funds	61	60	60	60	60									58
Staffing Increase		2	0	0	0									2
Staffing Decrease		0	0	0	0									2
Turnover Rate - Year to Date		0.0%	0.0%	0.0%	0.0%									3.4%

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

Period Ending: April 2020

	2020 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staff														
Executive														
Executive	3	3	3	3	3									3
City Clerk	1	1	1	1	1									1
Mass Transit	2	2	2	2	2									0
Total	6	6	6	6	6	0	4							
Financial Management														
Finance	13	12	12	12	12									11
Purchasing	2	2	2	2	2									2
Water Customer Service	7	7	7	7	7									7
Total	22	21	21	21	21	0	20							
Human Resources	4	4	4	4	4									4
Information Technology	10	10	10	10	10									10
Corporation Legal Counsel	7	7	7	7	7									7
Economic & Community Devel														
Planning & Sustainability	6	5	5	5	5									5
Building Inspections	6	6	6	6	6									6
Neighborhood Inspection	5	5	4	5	5									5
Revitalization & Housing Serv	3	3	3	3	3									3
Mass Transit	0													1
Total	20	19	18	19	19	0	20							
Public Safety														
Fire	109	109	109	109	104									109
Police	158	159	159	156	156									149
Total	267	268	268	265	260	0	258							
Public Works														
PW Administration	2	2	2	2	2									2
PW Engineering	12	11	11	11	11									11
PW Municipal Services	47	47	47	46	47									47
Fleet Maintenance	8	8	8	8	8									8
Water Production (Admin)	2	2	2	2	2									2
Water Production (Lake)	4	4	4	4	4									4
Water Production	15	14	14	14	14									13
Water Services	23	23	23	23	23									23
Total	113	111	111	110	111	0	110							
Total City Staffing	449	446	445	442	438	0	433							

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

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

Period Ending: April 2020

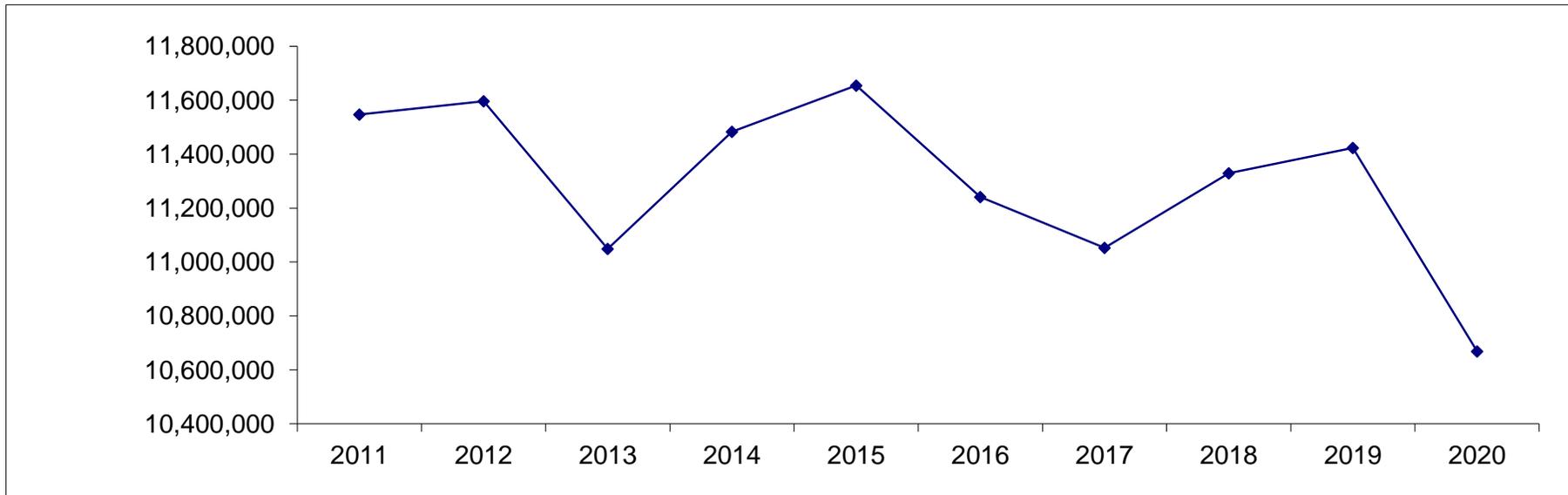
	2020	Current Year Staffing Levels												Prior Yr End
	Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Part Time / Temporary Staff														
Executive														
City Clerk														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Legislative	7	7	7	7	7									7
Financial Management														
Finance														
Purchasing														
Risk Management														
Water Customer Service														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Information Technology														0
Human Resources														0
Corporation Legal Counsel														0
Economic & Community Devel														
Planning & Sustainability														
Building Inspections														
Neighborhood Inspection														
Revitalization & Housing Serv														
Mass Transit														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Safety														
Fire														
Police	2	2	2	2	2									2
Police Communications														
Total	2	2	2	2	2	0	0	0	0	0	0	0	0	2
Public Works														
Administration														
Engineering														1
Municipal Services														
Water Administration														
Water Production														
Water Services														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total City Staffing	9	9	9	9	9	0	0	0	0	0	0	0	0	10

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

Projected Revenues

STATE SALES TAX

MONTH	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
	Actual									
JANUARY	916,053	939,211	918,325	938,684	963,009	946,811	902,833	882,653	984,872	984,354
FEBRUARY	1,104,610	935,641	880,247	914,587	941,678	904,631	899,838	917,921	935,303	955,006
MARCH	1,140,844	1,158,700	1,076,758	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877
APRIL	844,138	871,624	856,724	825,291	857,417	824,458	789,769	840,607	801,923	850,408
MAY	851,665	986,897	884,323	868,465	877,404	867,538	837,972	819,180	845,440	856,202
JUNE	941,869	1,021,804	954,864	974,156	978,888	940,736	957,693	978,292	975,295	920,719
JULY	966,695	918,786	922,915	935,127	944,686	887,325	906,452	942,693	968,093	777,736
AUGUST	942,384	991,930	796,714	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	847,981
SEPTEMBER	976,252	951,845	948,422	979,712	1,006,626	994,684	953,644	978,357	930,277	793,826
OCTOBER	942,225	911,934	925,873	981,740	991,641	933,239	891,372	943,494	979,187	864,689
NOVEMBER	955,438	1,001,513	964,174	961,614	1,003,087	962,595	934,414	991,142	967,297	865,511
DECEMBER	965,215	906,055	919,141	969,684	976,633	916,175	935,863	935,419	930,430	839,668
TOTALS	11,547,387	11,595,938	11,048,482	11,483,540	11,654,760	11,241,506	11,052,132	11,328,832	11,423,564	10,668,979

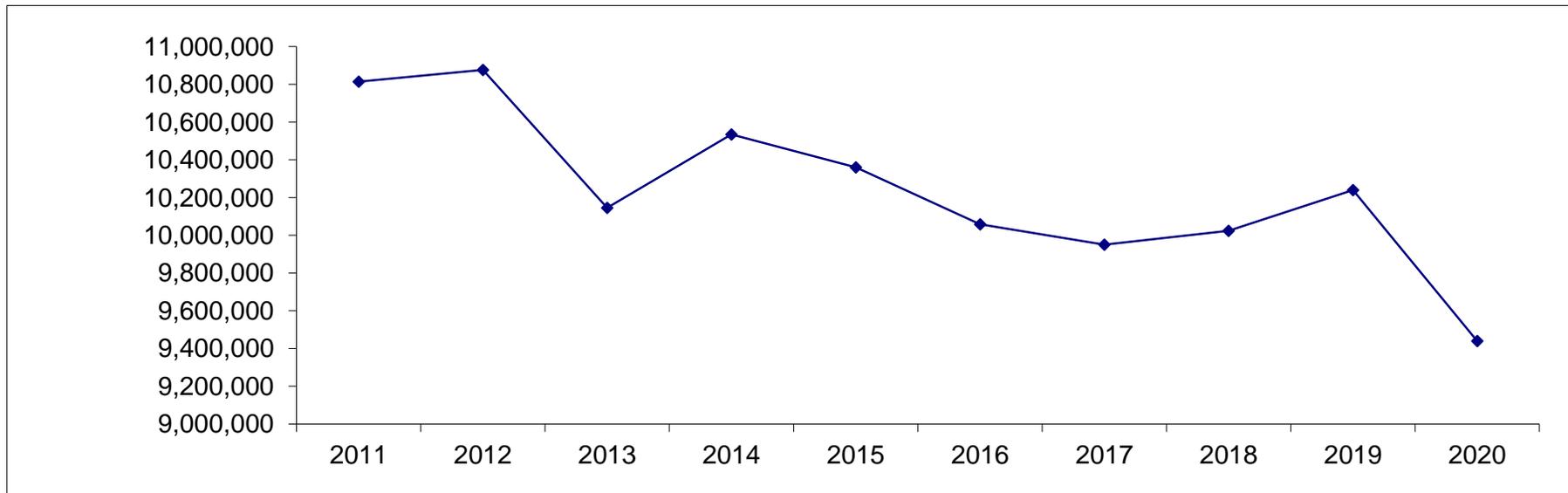


Funds split in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds

Projected Revenues

LOCAL SALES TAX

MONTH	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
JANUARY	841,530	914,456	861,196	887,481	889,089	848,993	818,066	807,770	892,334	880,608
FEBRUARY	880,959	911,162	880,506	862,759	863,243	833,995	838,995	837,288	864,722	856,677
MARCH	1,105,939	1,088,443	1,012,286	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	960,429
APRIL	767,991	758,516	773,089	739,227	739,805	703,472	702,734	712,309	698,869	734,157
MAY	761,238	929,937	775,938	779,506	764,685	744,767	729,878	716,975	739,341	755,950
JUNE	863,436	942,726	853,033	865,335	832,374	840,488	855,602	852,317	858,115	806,603
JULY	925,802	864,230	846,702	864,489	833,551	791,839	814,658	807,532	860,421	681,572
AUGUST	959,067	927,747	619,512	957,423	906,467	867,107	877,154	909,719	920,833	748,819
SEPTEMBER	950,587	899,635	901,318	916,077	911,765	904,129	852,928	890,655	873,345	735,491
OCTOBER	898,365	838,868	860,182	882,079	875,986	822,711	779,788	836,215	868,200	757,265
NOVEMBER	916,686	902,358	897,029	884,609	882,605	854,078	835,747	866,834	875,836	778,022
DECEMBER	942,430	898,532	864,499	872,277	860,119	810,233	849,336	827,137	824,656	743,831
TOTALS	10,814,030	10,876,609	10,145,292	10,534,258	10,359,805	10,058,133	9,950,270	10,024,104	10,239,908	9,439,423



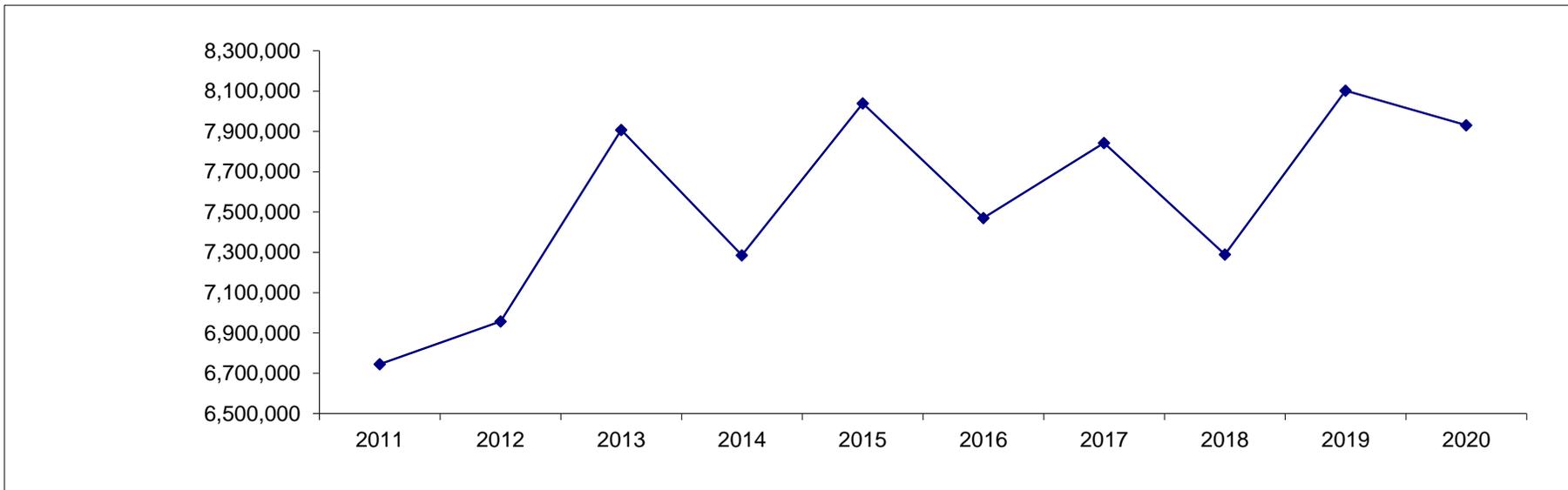
Funds split in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand & Oakland TIF funds.

State imposed 2% administrative fee for SFY18 began with September 2017 distribution; decreased to 1.5% for SFY19 and continued at 1.5% for SFY20.

Projected Revenues

STATE INCOME TAX

MONTH	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
	Actual									
JANUARY	805,061	761,050	632,905	850,845	852,700	912,628	851,716	578,461	631,574	696,621
FEBRUARY	1,038,247	0	478,227	0	0	0	0	837,319	759,834	717,710
MARCH	493,074	619,124	394,663	699,395	620,094	751,474	1,411,585	420,941	457,518	533,688
APRIL	562,140	394,295	1,333,938	742,236	925,184	822,346	0	646,373	734,870	783,855
MAY	0	1,187,505	404,944	423,934	403,609	476,082	396,235	1,044,019	1,528,635	1,584,036
JUNE	694,679	424,269	703,157	741,339	824,784	1,774,951	764,129	482,298	477,387	415,538
JULY	942,538	658,753	1,298,806	1,150,541	1,364,531	0	1,547,903	652,113	713,920	621,427
AUGUST	761,549	956,491	441,258	428,542	566,667	496,310	698,009	478,694	511,760	445,458
SEPTEMBER	454,403	502,880	675,812	709,251	1,263,519	1,120,799	727,037	467,186	452,932	422,413
OCTOBER	0	645,769	419,882	818,347	0	0	599,068	726,093	808,115	753,663
NOVEMBER	588,653	405,227	409,627	0	441,918	450,551	450,852	522,953	527,420	491,882
DECEMBER	404,975	401,952	714,661	721,926	776,691	665,793	396,923	433,456	498,389	464,807
	10 ct-5 mo delay	13 ct-4 mo delay	13 ct-3 mo delay	13 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	14 ct-no delay		
TOTALS	6,745,318	6,957,316	7,907,881	7,286,357	8,039,696	7,470,934	7,843,458	7,289,905	8,102,353	7,931,098



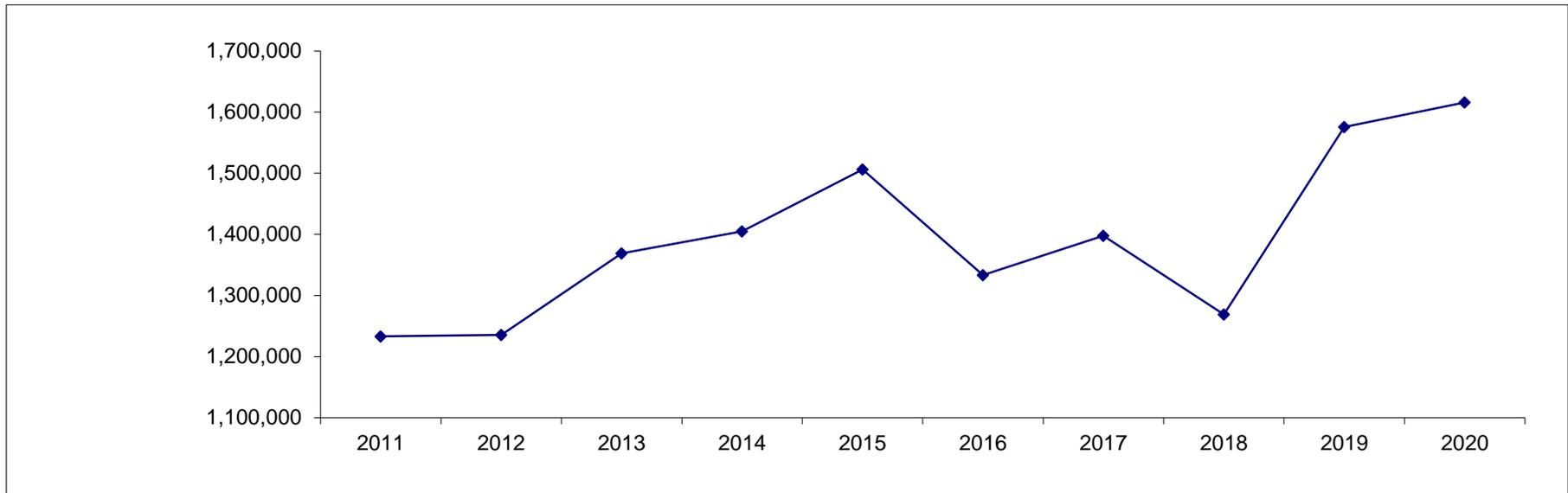
State's 10% reduction for SFY18 began with August 2017 distribution; reduction of 5% for SFY19; retained 5% reduction for SFY20.

Projected Revenues

PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
	Actual									
JANUARY	134,079	180,082	185,383	233,315	202,878	195,051	217,463	143,616	153,006	226,930
FEBRUARY	7,154	1,565	1,605	2,024	717	0	0	0	0	1,981
MARCH	78,877	61,281	62,898	80,778	70,137	83,788	147,880	132,622	67,368	45,669
APRIL	262,367	276,320	303,821	309,261	364,335	271,921	352,780	260,085	301,619	318,601
MAY	188,640	187,031	265,561	227,806	293,618	219,695	227,189	269,213	365,884	355,096
JUNE	3,923	5,417	937	0	2,501	12,343	0	0	3,173	3,079
JULY	176,542	238,582	260,211	229,514	238,695	239,680	239,384	206,222	217,352	210,943
AUGUST	43,808	28,828	29,295	24,688	32,169	27,902	10,712	20,842	26,075	25,306
SEPTEMBER	381	3,931	0	6,877	2,356	4,554	0	0	0	0
OCTOBER	292,298	181,562	188,719	227,489	239,950	218,004	160,071	190,221	376,967	365,852
NOVEMBER	2,542	1,579	0	0	0	1,876	0	0	1,332	1,293
DECEMBER	42,441	69,220	70,395	63,058	58,604	58,514	42,179	46,033	62,824	60,972

TOTALS 1,233,053 1,235,400 1,368,825 1,404,809 1,505,959 1,333,328 1,397,658 1,268,855 1,575,600 1,615,721

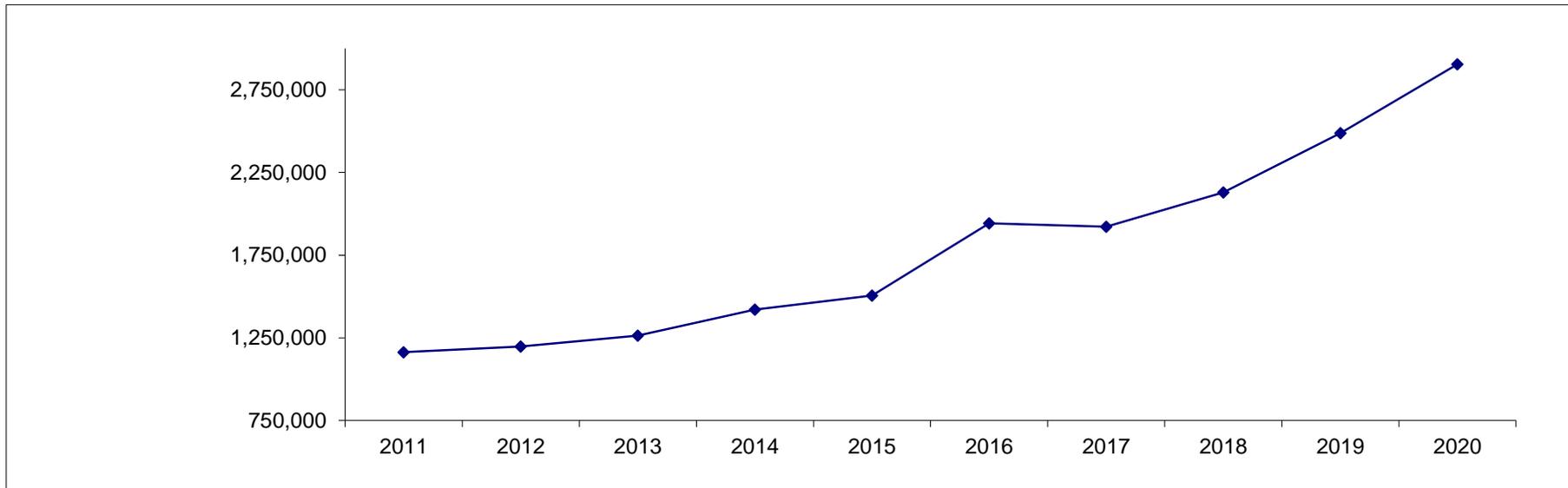


Funds split in General and Library funds

Projected Revenues

LOCAL USE TAX

MONTH	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
	Actual									
JANUARY	118,641	89,854	98,119	115,740	136,569	295,435	159,854	166,257	205,607	244,618
FEBRUARY	92,228	90,475	103,364	108,961	129,837	146,086	155,199	192,590	227,498	229,171
MARCH	145,191	138,269	147,635	171,437	196,801	208,903	241,170	243,593	275,101	314,455
APRIL	88,796	88,358	102,769	90,904	69,628	128,350	139,319	145,000	159,583	217,745
MAY	95,460	98,119	76,976	89,241	135,902	130,832	131,114	149,116	183,842	212,367
JUNE	98,268	103,364	96,618	117,824	143,287	153,738	170,503	180,080	208,996	246,067
JULY	91,809	91,336	106,037	108,621	140,649	149,743	146,418	157,169	197,817	237,301
AUGUST	89,450	102,769	93,637	115,406	133,971	145,710	147,521	171,381	198,672	242,739
SEPTEMBER	98,836	86,379	124,363	128,816	0	164,340	156,033	183,541	201,970	233,309
OCTOBER	79,105	106,791	106,986	109,843	0	130,791	149,381	178,049	207,636	239,853
NOVEMBER	94,213	98,487	99,965	118,956	0	142,584	158,864	169,331	198,926	229,793
DECEMBER	71,453	102,979	107,849	144,341	419,237	146,571	167,420	194,248	222,795	257,366
TOTALS	1,163,451	1,197,181	1,264,318	1,420,091	1,505,880	1,943,083	1,922,796	2,130,355	2,488,443	2,904,784



2015 Delays in Distribution of State Use Tax due to State budget.

Projected Revenues

STATE INCOME TAX

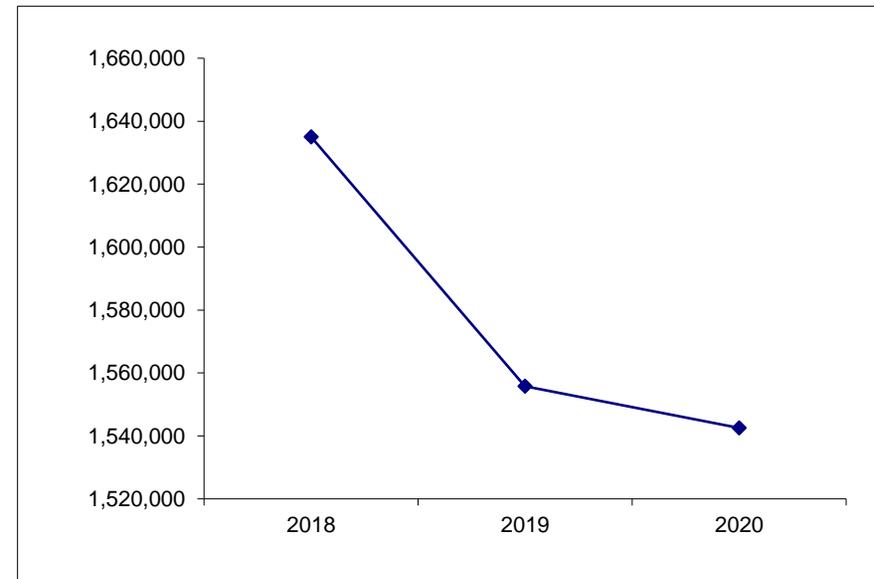
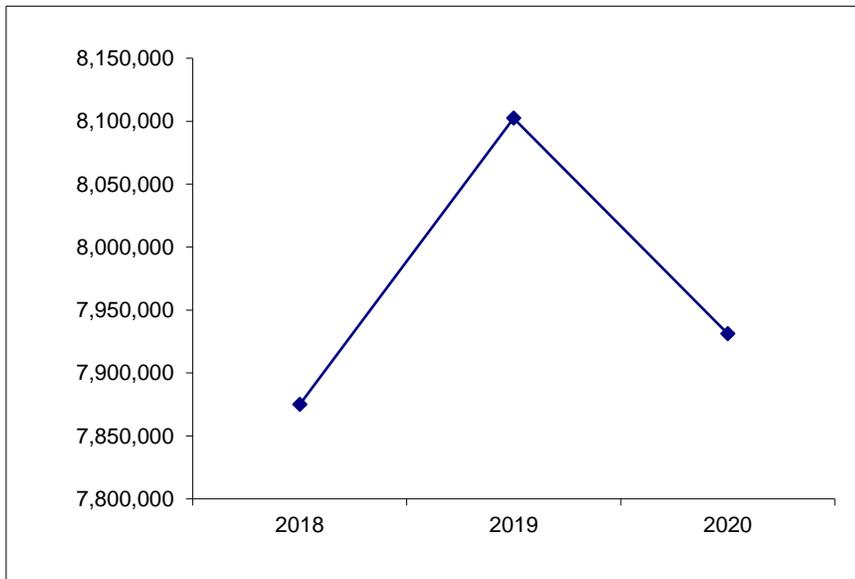
MONTH	2018 Actual	2019 Actual	2020
JANUARY	578,461.18	631,574.05	696,620.69 A
FEBRUARY	837,319.00	759,834.38	717,709.93 A
MARCH	420,940.73	457,517.76	533,688.38 A
APRIL	646,372.81	734,869.77	783,854.82 A
MAY	1,044,018.62	1,528,634.61	1,584,036.00 P
JUNE	482,298.07	477,386.66	415,538.00 P
JULY	652,113.37	713,919.69	621,427.00 P
AUGUST	478,693.62	511,759.62	445,458.00 P
SEPTEMBER	476,185.57	452,932.41	422,413.00 P
OCTOBER	726,092.64	808,114.84	753,663.00 P
NOVEMBER	522,953.38	527,419.79	491,882.00 P
DECEMBER	433,455.92	498,388.97	464,807.00 P

TOTALS	7,874,917.89	8,102,352.55	7,931,097.82
<i>Listed by month reported - receipts delayed by State until September 2017</i>		Current Budget	8,396,000.00
		Projected Amt Over (Under)	-464,902.18

TELEPHONE COMMUNICATIONS TAX

MONTH	2018 Actual	2019 Actual	2020
JANUARY	141,050.48	131,097.92	118,280.74 A
FEBRUARY	141,599.21	126,545.99	149,193.90 A
MARCH	142,413.54	132,658.65	123,430.43 A
APRIL	138,930.51	122,033.21	108,714.26 A
MAY	137,565.64	196,226.34	196,128.58 B
JUNE	140,820.63	124,244.24	124,182.34 B
JULY	133,121.01	119,318.01	119,258.57 B
AUGUST	134,839.16	130,876.05	130,810.85 B
SEPTEMBER	135,127.35	118,590.23	118,531.15 B
OCTOBER	136,261.81	118,666.69	118,607.57 B
NOVEMBER	130,339.54	122,438.19	122,377.19 B
DECEMBER	122,968.75	113,079.57	113,023.23 B

TOTALS	1,635,037.63	1,555,775.09	1,542,538.81
		Current Budget	1,555,000.00
		Projected Amt Over (Under)	-12,461.19



Projected Revenues

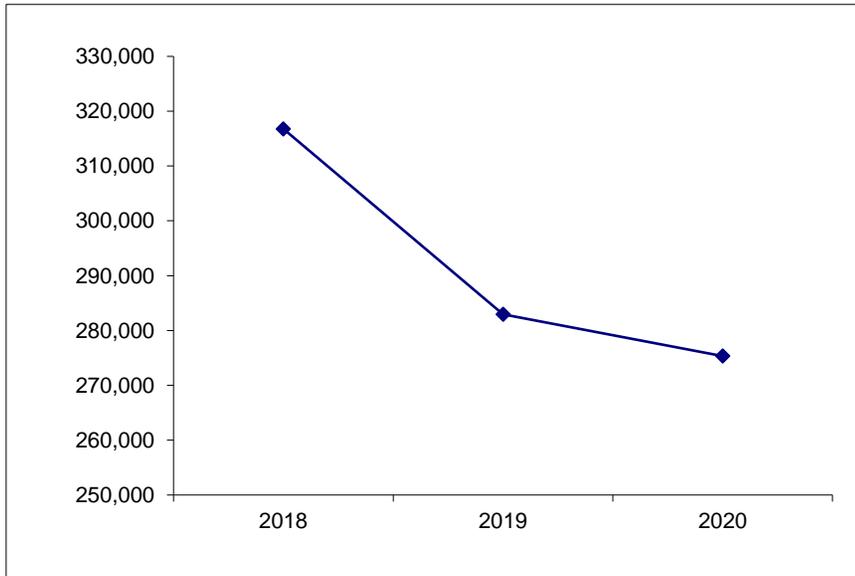
PARKING

MONTH	2018 Actual	2019 Actual	2020
JANUARY	25,619.67	22,100.52	20,568.04 A
FEBRUARY	23,129.88	36,218.34	15,945.38 A
MARCH	26,877.78	24,445.60	14,822.24 A
APRIL	23,927.45	22,961.08	11,102.50 A
MAY	25,863.39	21,383.85	28,614.00 P
JUNE	26,511.27	19,655.23	24,637.00 P
JULY	24,812.73	17,112.90	21,855.00 P
AUGUST	43,872.98	15,433.81	19,709.00 P
SEPTEMBER	28,082.95	49,619.31	51,475.00 P
OCTOBER	23,231.48	19,012.76	24,692.00 P
NOVEMBER	22,420.50	14,374.26	18,405.00 P
DECEMBER	22,432.56	20,629.94	23,513.00 P

TOTALS **316,782.64** **282,947.60** **275,338.16**

Current Budget **388,000.00**

Projected Amt Over (Under) **-112,661.84**



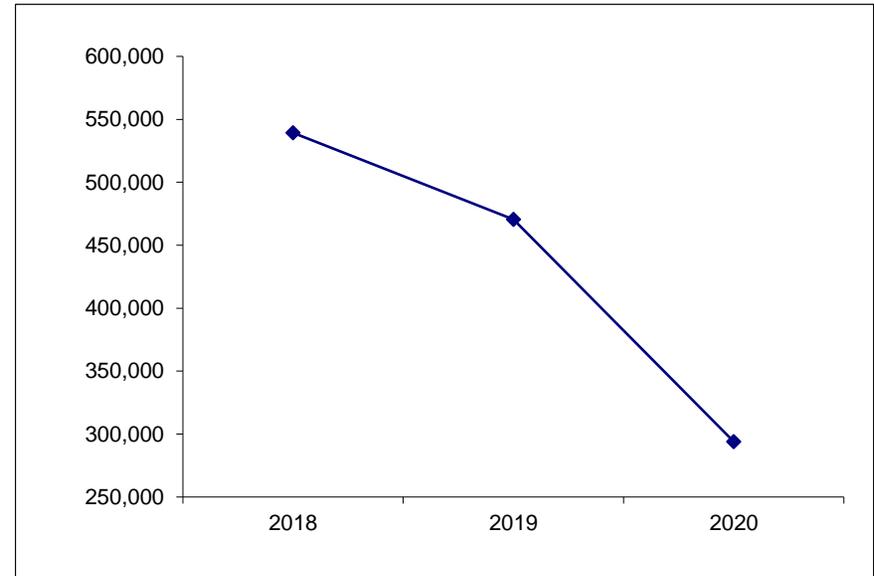
70-MASS TRANSIT - CHARGES FOR SERVICES

MONTH	2018 Actual	2019 Actual	2020
JANUARY	45,559.71	45,046.44	46,954.06
FEBRUARY	43,625.01	32,929.29	41,038.71
MARCH	48,998.55	46,096.19	41,105.53
APRIL	42,816.48	38,771.73	937.11
MAY	47,228.27	44,000.59	0.00
JUNE	46,871.57	46,396.46	0.00
JULY	49,084.46	35,804.71	20,478.47
AUGUST	42,846.16	42,181.48	24,125.66
SEPTEMBER	36,585.25	30,246.82	25,949.46
OCTOBER	46,566.68	40,495.88	34,742.37
NOVEMBER	47,131.72	38,620.64	33,133.56
DECEMBER	41,983.35	29,802.22	25,568.03

TOTALS **539,297.21** **470,392.45** **294,032.94**

Current Budget **538,081.00**

Projected Amt Over (Under) **-244,048.06**



Projected Revenues

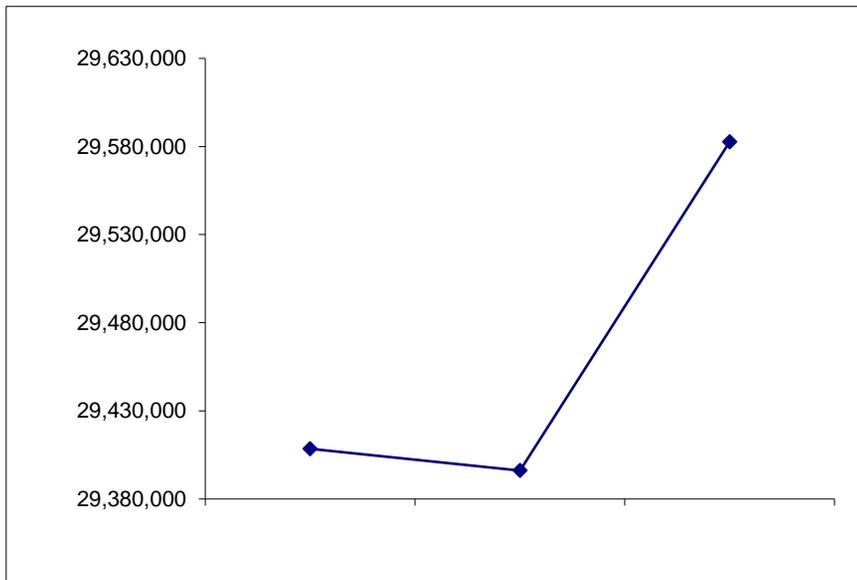
80-WATER SALES

MONTH	2018 Actual	2019 Actual	2020
JANUARY	2,293,291.51	2,351,451.94	2,414,570.62 A
FEBRUARY	2,442,137.29	2,242,273.32	2,333,114.00 A
MARCH	2,261,077.95	2,222,173.29	2,314,542.38 A
APRIL	2,266,796.70	2,394,053.83	2,269,759.63 A
MAY	2,369,942.81	2,355,839.83	2,363,363.91 B
JUNE	2,419,949.18	2,366,560.96	2,374,119.28 B
JULY	2,728,893.44	2,664,736.42	2,673,247.06 B
AUGUST	2,713,394.06	2,726,050.06	2,734,756.52 B
SEPTEMBER	2,537,524.98	2,696,817.45	2,705,430.55 B
OCTOBER	2,694,323.29	2,672,361.18	2,680,896.17 B
NOVEMBER	2,309,920.81	2,267,038.41	2,274,278.88 B
DECEMBER	2,371,261.26	2,436,757.98	2,444,540.50 B

TOTALS **29,408,513.28** **29,396,114.67** **29,582,619.50**

Current Budget **29,490,000.00**

Projected Amt Over (Under) **92,619.50**



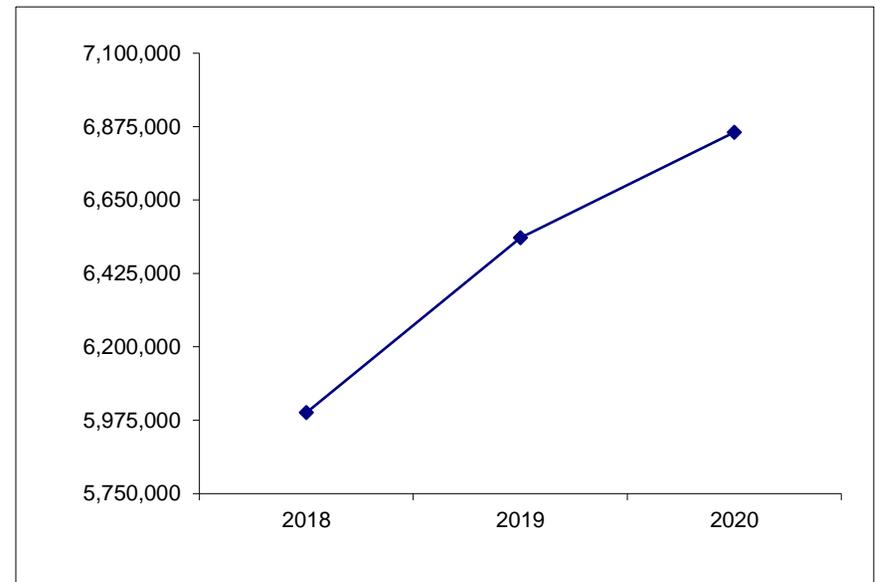
79-SEWER USER FEE

MONTH	2018 Actual	2019 Actual	2020
JANUARY	415,444.15	536,929.35	573,125.57 A
FEBRUARY	442,619.44	528,670.89	574,513.49 A
MARCH	478,868.69	514,248.22	533,409.85 A
APRIL	466,503.07	484,357.08	472,128.20 A
MAY	470,323.66	522,758.72	550,208.18 B
JUNE	473,070.74	480,711.53	505,953.14 B
JULY	573,124.51	586,273.31	617,057.85 B
AUGUST	605,402.59	589,053.26	619,983.77 B
SEPTEMBER	523,184.44	587,880.58	618,749.52 B
OCTOBER	551,480.24	605,410.18	637,199.58 B
NOVEMBER	491,779.35	529,941.64	557,768.27 B
DECEMBER	506,416.61	567,824.26	597,640.06 B

TOTALS **5,998,217.49** **6,534,059.02** **6,857,737.49**

Current Budget **6,877,155.00**

Projected Amt Over (Under) **-19,417.51**



Financial Management

DATE: 5/14/2020

MEMO: Letter to the Decatur City Council

TO: Honorable Mayor Moore Wolfe,
City Council Members

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

SUBJECT: Refunding of Certain Outstanding Debt Obligations of the City

ATTACHMENTS:

Description	Type
Council Letter	Cover Memo
Note Ordinance	Cover Memo

LETTER to the DECATUR CITY COUNCIL
Financial Management Department

DATE: May 14, 2020

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Refunding of Certain Outstanding Debt Obligations of the City

This letter introduces two ordinance items appearing on the Council agenda.

The first ordinance is a refunding of the Series 2013 Promissory Note with Regions Capital Advantage. The original loan was for \$17,212,394, dated August 15, 2013 to finance the investment in certain energy and cost saving initiatives under a Johnson Controls, Inc., guaranteed energy savings contract. The project included Water Utility deployment of water meters and advanced meter infrastructure, water supervisory control and data acquisition (SCADA) system improvements, and certain energy saving mechanical equipment and lighting improvements in certain city facilities. The term of the loan is 15 years with a fixed interest rate of 3.47% and includes a final balloon principal payment at loan maturity date on August 15, 2028.

The original loan was structured to use the Johnson Controls guaranteed 17-year contract annual savings as the maximum principal and interest payment in each year, avoiding necessity to use other cash flow to service debt payments. This structure created the balloon payment in year 15 of the loan. The financing repayment structure included City intention to refund the loan before maturity date, at the appropriate time of favorable market interest rate conditions, to smooth out and eliminate the final balloon principal payment.

Financial market conditions are favorable at this time to refund the Note, eliminating the balloon payment and achieve interest financing savings. The Water Utility will be the primary beneficiary of the refunding transaction, as 94% of the loan financed water utility projects, 4% of the loan financed Jasper Street Municipal Service Center projects, and 2% of the loan financing fire station and public transit facility projects. The general fund will benefit from the refunding transaction to a minor extent.

City has paid principal and interest whereas the outstanding principal balance of the Series 2013 Note is \$12,929,789.

Upon Council Adoption of this Ordinance, the City will have the parameters for the (1) issuance of a promissory note for the purpose of refunding an outstanding promissory note for debt service savings or restructuring purposes, (2) the Note is issuable without referendum pursuant to the home rule powers of the City, (3) that the Note will be sold to Regions Capital Advantage or another bank or financial institution, in a private placement, (4) that the sale of the Note will be by certain designated officials of the City, (5) that the Note provides for the security and means of payment of the Note, the same being the net revenues of the City's waterworks system; and (6)

that the Note ordinance provides may other details of the Note, including provision for terms and form of the Note, and appropriations.

The second ordinance is for the issuance of General Obligation Bonds refunding General Obligation Bonds Series 2010B and Series 2010C, and provides the flexibility to the City to include the refunding of the Series 2013 Promissory Note with Regions Capital Advantage, in the event that inclusion of the Note Refunding into a single debt instrument is of greater financial result to the City.

In 2010, the City issued General Obligation Bonds Series 2010B and Series 201C, dated November 3, 2010 to finance certain capital improvements in the City. Both debts were issued with call dates on December 15, 2020, whereby the City has the option to call future outstanding principal payments and refund the future principal without penalty and achieve interest financing savings.

The Series 2010B was issued with twenty (20) year term due December 15, 2030, with coupon interest rates ranging from 1.5% to 7.0% and principal and interest serviced by the annual property tax levy. The project included Water Utility dredging of Lake Decatur basins 5 and 6, additional ground water supply, Lake Decatur dam repairs, for 64.6% of the project; and Downtown Decatur capital improvements including, streetscape improvements, Central Park improvements, and interior renovations to the Transfer House, for 35.4% of the project; where the downtown capital improvements were within the footprint of the City's Olde Towne TIF District.

The City has or will pay before December 15,2020 principal and interest whereas the outstanding principal balance of the Series 2010B GO Bond will be \$17,915,000 as of the call date. As this debt issue is a GO Bond, the debt service payments are secured by the full faith and credit of the City, with legal requirement for the debt service payment obligation to be extended in the City's property tax levy, unless abated by ordinance action of the City Council. The City has abated debt service obligations from the property tax levy in each year since the incurrence of the debt.

Principal and interest payments are serviced by the Water Utility (64.6%) and from the incremental property tax revenues received in the City's Olde Towne TIF District (35.4%). Debt service savings that will be achieved in the refunding of the Series 2010B debt will benefit the Water Utility fund and the Olde Town TIF fund.

The Series 2010C was issued with fourteen (14) year term due December 15, 2024, with coupon interest rates ranging from 2.0% to 4.0% and principal and interest serviced by the annual property tax levy. The project included capital improvements and renovations to City parking garages B & C.

The City has or will pay before December 15,2020 principal and interest whereas the outstanding principal balance of the Series 2010C GO Bond will be \$990,000 as of the call date. As this debt issue is a GO Bond, the debt service payments are secured by the full faith and credit of the City, with legal requirement for the debt service payment obligation to be extended in the City's property tax levy, unless abated by ordinance action of the City Council. The City has abated 50% of the debt service obligations from the property tax levy in each year since the incurrence of the debt.

Principal and interest payments are serviced by the Property Tax Levy (50.0%) and from the incremental property tax revenues received in the City's Olde Towne TIF District (50.0%). Debt service savings, if achieved, in the refunding of the Series 2010C debt will benefit the property tax levy (potentially general fund, depending on structure) and the Olde Town TIF fund.

Upon Council Adoption of this Ordinance, the City will have the parameters for the (1) issuance of general obligation bonds for the purpose of refunding certain outstanding general obligation

bonds for debt service savings or restructuring purposes, (2) that the bonds are issuable without referendum pursuant to the home rule powers of the City, (3) that the bonds will be sold to Robert W. Baird & Co. Incorporated, in a negotiated underwriting, or to a bank or financial institution, in a private placement, (4) that the sale of the bonds will be by certain designated officials of the City, (5) that the Bond Ordinance provides for the levy of taxes to pay the bonds, (6) that the Bond Ordinance approves a form of escrow agreement to accomplish the refunding, and (7) that the Bond Ordinance provides many details for the bonds, including tax -exempt status covenants, provision for terms and form of the bonds, and appropriations.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the two (2) Parameter Ordinance(s), which upon Council approval and passage, will enable the City to accomplish debt refunding in the best interests of the City of Decatur, it's stakeholders, taxpayers, and citizens.

POTENTIAL OBJECTIONS:

There are no known objections to this ordinance request.

INPUT FROM OTHER SOURCES:

Speer Financial, Inc., Debt Issuance Financial Advisor,
Robert W. Baird & Company, Incorporated, Underwriter,
Chapman & Cutler, LLP., Bond Counsel

STAFF REFERENCES:

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

BUDGET/TIME IMPLICATIONS:

Refunding of these debt issues will save the City considerable monies in interest financing costs in the years until maturity of the debt obligations.

Financial analysis indicates savings ranging from \$1.0 million to \$1.8 million over the period from 2021 to debt maturity.

EXTRACT OF MINUTES of the regular public meeting of the Council of the City of Decatur, Macon County, Illinois, held in the City Council Chambers at City Hall, One Gary K. Anderson Plaza, in said City, at 5:30 p.m., on Monday, the 18th day of May, 2020.

The Mayor called the meeting to order and directed the City Clerk to call the roll. Upon the roll being called, Mayor Julie Moore Wolfe and the following Council Members were physically present at said location: _____

The following Council Members attended the meeting by video or audio conference: _____

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The following officials of the City were physically present at said location and ensured the availability of electronic meeting access by video or audio conference to any members of the public attending the meeting in person at said location and requesting such access:

At _____ p.m., the Council discussed the possible refunding of the promissory note issued by the City in 2013, which note was issued to finance certain energy and water efficiency projects related to the waterworks system of the City, and considered an ordinance providing for the issuance of a not to exceed \$14,500,000 promissory note to refinance the outstanding note.

Thereupon, the City Clerk presented, the Director of Finance explained, and there was read by title an ordinance as follows, a copy of which was provided to each Council Member prior to said meeting and to everyone in attendance at said meeting who requested a copy:

AN ORDINANCE providing for the issuance of a not to exceed \$14,500,000 Promissory Note of the City of Decatur, Macon County, Illinois, for the purpose of refunding the outstanding Promissory Note, Series 2013, of said City, providing for the security for and means of payment of said Note, and authorizing the sale of said note to the purchaser thereof.

(the “*Note Ordinance*”).

Council Member _____ moved and Council Member _____ seconded the motion that the Note Ordinance as presented and read by title be adopted.

A Council discussion of the matter followed. During the Council discussion, the Director of Finance gave a public recital of the nature of the matter, which included a reading of the title of the Note Ordinance and statements (1) that the Note Ordinance provides parameters for the issuance of a promissory note for the purpose of refunding an outstanding promissory note for debt service savings or restructuring purposes (the “*Note*”), (2) that the Note is issuable without referendum pursuant to the home rule powers of the City, (3) that the Note will be sold to Regions Capital Advantage, Inc., Birmingham, Alabama, or another bank or financial institution, in a private placement, (4) that the sale of the Note will be by certain designated officials of the City, (5) that the Note Ordinance provides for the security and means of payment of the Note, the same being the net revenues of the City’s waterworks system; and (6) that the Note Ordinance provides many other details of the Note, including provision for terms and form of the Note, and appropriations.

The Mayor directed that the roll be called for a vote upon the motion to adopt the Note Ordinance.

Upon the roll being called, the following Council Members voted AYE: _____

and the following Council Members voted NAY: _____

WHEREUPON, the Mayor declared the motion carried and the Note Ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the City Clerk to record the same in full in the records of the Council of the City of Decatur, Macon County, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

City Clerk

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of a not to exceed \$14,500,000 Promissory Note of the City of Decatur, Macon County, Illinois, for the purpose of refunding the outstanding Promissory Note, Series 2013, of said City, providing for the security for and means of payment of said Note, and authorizing the sale of said note to the purchaser thereof.

Adopted by the Council on the
18th day of May, 2020.

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ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of a not to exceed \$14,500,000 Promissory Note, Series 2013, of the City of Decatur, Macon County, Illinois, to pay the costs of certain improvements to the waterworks system of said City and providing for the security for and means of payment of said Note.

PREAMBLES

WHEREAS

A. The City of Decatur, Macon County, Illinois (the “City”), is a duly organized municipality under the laws of the State of Illinois, operating generally under the Illinois Municipal Code, as amended; has a population in excess of 25,000 as determined by the last official census; and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (the “Constitution”), the City is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs, including, but not limited to, the power to incur debt (the Illinois Municipal Code as supplemented and, where in conflict, superseded by said constitutional powers being the “Act”).

B. For many years, the City has owned and operated a waterworks system (as more completely defined herein, the “System”).

C. The City has heretofore issued the following outstanding and validly subsisting and unpaid waterworks system revenue obligation:

PROMISSORY NOTE, SERIES 2013 (the “2013 Note”)

Original Principal Amount: \$17,212,394

Dated: August 15, 2013

Due and payable in quarterly installments of both principal and/or interest beginning on each February 15, May 15, August 15 and November 15, to and including August 15, 2028, as set forth

in the amortization schedule attached to the 2013 Note and subject to prepayment at the option of the City as described in the ordinance adopted by the Council authorizing the 2013 Note.

D. The 2013 Note may be refunded for net debt service savings or restructuring purposes.

E. To accomplish the refunding of the 2013 Note (the "*Refunding*"), the City may issue bonds, notes and other obligations secured by a lien on the revenues generated by the operation of the System (as more completely defined herein, the "*Revenues*") after first deducting Operation and Maintenance Expenses (as hereinafter defined) (the Revenues, net of Operations and Maintenance Expenses, being "*Net Revenues*").

F. The Council of the City (the "*Council*") does hereby determine that, in order to accomplish the Refunding, it is advisable and in the best interests of the City and its residents that the City issue a new promissory note payable solely from the Net Revenues (as more completely defined herein, the "*Note*").

G. The Council does hereby further determine that the Revenues will be sufficient to provide or pay in each year to final maturity of the Note all of the following, (1) Operation and Maintenance Expenses, (2) other contractual or tort liability obligations, if any, payable from the Revenues, and (3) in each year, an amount not less than 1.25 times debt service on the Note and the City's Illinois Environmental Protection Agency Water Loans (L17-1674 and L17-2552) (together, the "*IEPA Loans*"), there being no other bonds, notes or other obligations of the City secured by a lien on the Revenues, other than the 2013 Note.

H. The proceedings of the City authorizing the IEPA Loans permit the issue of obligations payable from the Net Revenues on a parity with the IEPA Loans.

NOW THEREFORE Be It Ordained by the Council of the City of Decatur, Macon County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the following meanings unless the context or use clearly indicates another or different meaning is intended.

A. The following words and terms are defined in the preambles hereto.

Act
City
Constitution
Council
IEPA Loans
Net Revenues
Note
Refunding
2013 Note

B. The following words and terms are defined as set forth.

“Additional Obligations” means any bonds, notes or other obligations issued in the future on a parity with and sharing ratably and equally in the Net Revenues with the IEPA Loans and the Note.

“City Clerk” means the City Clerk of the City.

“Code” means the Internal Revenue Code of 1986, as amended.

“Designated Officials” means the Mayor, the City Manager of the City and the Finance Officer, acting together.

“Finance Officer” means the Director of Finance of the City.

“Fiscal Year” means a twelve-month period beginning January 1 of the calendar year and ending on the next December 31.

“Mayor” means the Mayor of the City.

“Note” means the not to exceed \$14,500,000 Promissory Note, authorized to be issued by this Ordinance.

“Note Register” means the books of the City kept by the Note Registrar to evidence the registration and transfer of the Note.

“Note Registrar” means the note registrar for the Note, which shall be a bank or trust company with a corporate trust office located in the State of Illinois or Indiana (as set forth in the Notification), or any successor thereto or designated hereunder, in its capacity as note registrar hereunder.

“Notification” means the Notification of Sale as authorized to be executed by the Designated Officials of the City in Section 14 of this Ordinance and by which the final terms of the Note will be established.

“Operation and Maintenance Expenses” means all expenses of operating, maintaining and routine repair of the System, including wages, salaries, costs of materials and supplies, power, fuel, insurance, purchase of water (including all payments by the City pursuant to long-term contracts for such purchase) and all reasonable administrative fees and expenses; but excluding debt service, depreciation, or any reserve requirements and any costs of extending or enlarging the System or engineering expenses in anticipation thereof or in connection therewith; and otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds.

“Outstanding” when used with reference to the IEPA Loans, the Note and Additional Obligations means such of those obligations which are outstanding and unpaid; *provided, however*, such term shall not include the IEPA Loans, the Note or any Additional Obligations (i) which have matured and for which moneys are on deposit with proper paying agents, or are otherwise properly available, sufficient to pay all principal and interest thereof, or (ii) the provision for payment of which has been made by the City by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America or obligations guaranteed by the United States Government, the principal and interest of which will be sufficient to pay at maturity or as called for redemption or prepayment all the principal of and interest and applicable premium on the IEPA Loans, the Note or such Additional Obligations.

“*Paying Agent*” means the paying agent for the Note, which shall be a bank or trust company with a corporate trust office located in the State of Illinois or Indiana, or a financial institution authorized to do business in the State of Illinois (as set forth in the Notification), or any successor thereto or designated hereunder, in its capacity as paying agent hereunder.

“*Purchaser*” means (i) Regions Capital Advantage, Inc., Birmingham, Alabama (“*Regions Capital Advantage*”), (ii) a bank or financial institution authorized to do business in the State of Illinois, (iii) a governmental unit as defined in the Local Government Debt Reform Act of the State of Illinois, as amended, or (iii) an “accredited investor” as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however*, that the Purchaser shall be selected only upon receipt by the City of the recommendation of Speer Financial, Inc., Chicago, Illinois (“*Speer*”), the financial advisor to the City, that the sale of the Note to the Purchaser is in the best interests of the City because of (i) the pricing of the Note by the Purchaser, (ii) then current market conditions or (iii) the timing of the sale of the Note, and *further provided*, that the Purchaser may be selected through the utilization of Robert W. Baird & Co. Incorporated (“*Baird*”), as placement agent, if, after consultation with Speer, the use of such placement agent is determined by the Designated Officials to be in the best interests of the City, as set forth in the Notification. In the event that the Purchaser of is selected through the utilization of Baird as placement agent, the execution of a standard form of placement agent agreement between the City and Baird is hereby approved and authorized.

“*Revenues*” means all income from whatever source derived from the System, including (i) investment income; (ii) connection, permit and inspection fees and the like; (iii) penalties and delinquency charges; (iv) capital development, reimbursement, or recovery charges and the like; and (v) annexation or pre-annexation charges insofar as designated by the Council as paid for System connection or service; but excluding expressly (a) non-recurring income from the sale of

property of the System; (b) governmental or other grants; and (c) advances or grants made from the City; and as otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds.

“*System*” means all property, real, personal or otherwise owned or to be owned by the City or under the control of the City, and used for waterworks purposes, including all further extensions, improvements and additions to the System.

“*Treasurer*” means the Treasurer of the City.

“*Waterworks Fund*” means the Waterworks Fund of the City (commonly known as the Water Fund), the existence of which is continued in Section 10 of this Ordinance.

C. Certain further words and terms used in particular sections are defined below.

Section 2. Incorporation of Preambles. The Council hereby find that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue the Note. It is advisable and in the best interests of the City and its residents to provide for the Refunding and to borrow money and issue the Note for such purpose. It is hereby found and determined that such borrowing of money is for a proper public purpose, in the public interest and authorized by Section 6 of Article VII of the Constitution.

Section 4. Note Details. There shall be issued and sold a single Note in the principal amount of not to exceed \$14,500,000 as set forth in the Note. The Note shall be designated “*Promissory Note, Series 2020*” or such other name or series designation as may be appropriate and as stated in the Notification. The Note, if issued, shall be dated such date (not prior to May 1, 2020, and not later than December 1, 2020) (the “*Dated Date*”) as set forth in the Notification, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof, unless otherwise provided

in the Notification. The Note shall become finally due and payable (subject to optional prepayment prior to maturity as hereinafter described) no later than December 15, 2034. The Note shall bear interest at the rate of not to exceed 5.0% per annum as set forth in the Note (computed upon the basis of a 360-day year of twelve 30-day months) payable in quarterly installments of principal and/or interest beginning on the date set forth in the Notification, and on each February 15, May 15, August 15 and November 15 thereafter until said final payment date, or as otherwise provided for in the Notification, all in accordance with the Amortization Schedule attached to the Notification.

The payments of interest and principal on the Note shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America or (for all payments other than the final payment) by electronic funds transfer as may be agreed by the Finance Officer, Note Registrar, Paying Agent and registered owner, to the registered owner at the close of business on the applicable Record Date. In the event that payment on the Note is past due on three or more occasions, the City shall agree that payment on the Note shall be made through automatic funds withdrawal, and the City shall execute documentations satisfactory to the Purchaser to facilitate the same. The Record Date shall be the 1st day of the month of any regular or other interest payment date occurring on the 15th day of any month and 15 days next preceding any interest payment date occasioned by the prepayment of the Note on other than the 15th day of a month.

Section 5. Execution; Authentication. The Note shall be executed on behalf of the City by the manual or facsimile signature of the Mayor, and attested by the manual or facsimile signature of the City Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature

shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Note Registrar as authenticating agent of the City and showing the date of authentication. The Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until the certificate of authentication shall have been duly executed by the Note Registrar by manual signature, and such certificate of authentication upon the Note shall be conclusive evidence that the Note has been authenticated and delivered under this Ordinance. The certificate of authentication on the Note shall be deemed to have been executed by it if signed by an authorized officer of the Note Registrar.

Section 6. Optional Prepayment. All of a portion of the Note shall be subject to prepayment at the option of the City on any date, from any available funds, in whole or in part, at a prepayment price set forth in the Notification (not to exceed 103% of par), plus accrued interest to the prepayment date. Upon any partial prepayment, a new Note in the amount of unpaid principal shall be executed and delivered to the holder of the Note, and a new Amortization Schedule prepared and appended to such Note providing for equal annual payments of principal and interest over the remaining term of the Note.

Section 7. Prepayment Procedure. Unless waived by the Note Registrar, the City shall, at least 15 days prior to the prepayment date (unless a shorter time period shall be satisfactory to the Note Registrar), notify the Note Registrar of such prepayment date and of the principal amount of the Note to be prepaid. Unless waived by the registered owner of the Note, official notice of any such prepayment shall be given by the Note Registrar on behalf of the City by mailing the prepayment notice by first class mail not less than five days and not more than 30 days prior to the prepayment date to the registered owner of the Note at the address shown on the Note Register or

at such other address as is furnished in writing by the registered owner to the Note Registrar. All official notices of prepayment shall include at least the information as follows:

- (a) the prepayment date;
- (b) the prepayment price;
- (c) if less than all of the Note is to be prepaid, the principal amount of the Note to be prepaid;
- (d) a statement that on the prepayment date the prepayment price will become due and payable upon the Note or portion thereof called for prepayment and that interest thereon shall cease to accrue from and after said date; and
- (e) the place where the Note is to be surrendered for payment of the prepayment price, which place of payment shall be the principal corporate trust office of the Paying Agent.

Prior to any prepayment date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the prepayment price of the Note or portions of the Note which are to be prepaid on that date.

Notice of prepayment having been given as aforesaid, the Note or portions thereof to be prepaid shall, on the prepayment date, become due and payable at the prepayment price therein specified, and from and after such date (unless the City shall default in the payment of the prepayment price) the Note or portions thereof shall cease to bear interest. Notice having been properly given, failure of the registered owner of the Note to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or prepayment action described in the notice. Such notice may be waived in writing by the registered owner of the Note, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by the registered owner shall be filed with the Note Registrar, but such filing shall not be a condition

precedent to the validity of any action taken in reliance upon such waiver. Upon surrender of the Note for prepayment in accordance with said notice, the Note or portions thereof shall be paid by the Paying Agent at the prepayment price. The procedure for the payment of interest due as part of the prepayment price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial prepayment of the Note, there shall be prepared for the registered owner a new Note in the amount of the unpaid principal. If any Note or portion thereof called for prepayment shall not be so paid upon surrender thereof for prepayment, the principal shall, until paid or duly provided for, bear interest from the prepayment date at the rate borne by the Note or portion thereof so called for prepayment. The Note or portions thereof which have been so prepaid and presented shall be cancelled and destroyed by the Note Registrar and shall not be reissued.

Section 8. Registration of Notes; Persons Treated as Owners. The City shall cause books (the “*Note Register*”) for the registration and for the transfer of the Note as provided in this Ordinance to be kept at the principal office maintained for the purpose by the Note Registrar, which shall be the registrar of the City for the Notes. The City is authorized to prepare, and the Note Registrar or such other agent as the City may designate shall keep custody of, multiple Note blanks executed by the City for use in the transfer and exchange of the Note. The Note may be transferred as a whole but not in part, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of the Note at the principal office of the Note Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Note Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Note Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Note in the amount of the unpaid principal. The Note Registrar shall not be required to transfer or

exchange the Note during the period from the close of business on the Record Date for a payment to the opening of business on such payment date or during the period of 15 days preceding the giving of notice of prepayment of the Note or portions thereof. The execution by the City of any fully registered Note shall constitute full and due authorization of such Note, and the Note Registrar shall thereby be authorized to authenticate, date and deliver such Note. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on the Note shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of the Note for any transfer or exchange of the Note, but the City or the Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of the Note, except in the case of the issuance of a new Note for the unrepaid portion of the Note surrendered for prepayment.

Section 9. Form of Note. The Note shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Note is to be printed in its entirety on the front side of the Note, then the second paragraph of the front side of the Note and the legend “See Reverse Side for Additional Provisions” shall be omitted and paragraphs on the reverse side of the Note shall be inserted immediately after the first paragraph on the front side.

[Form of Note - Front Side]

REGISTERED
NO. 1

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF MACON

CITY OF DECATUR

**PROMISSORY NOTE
SERIES 2020**

See Reverse Side for
Additional Provisions.

Final Payment Date:
_____, 20__

Dated Date:
_____, 2020

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the City of Decatur, Macon County, Illinois, a municipality, home rule unit and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns, on the dates hereinafter set forth (subject to right of prior prepayment), the Principal Amount identified above and to pay interest (computed upon the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Dated Date identified above at the Interest Rate of ____% per annum, until said Principal Amount is paid or duly provided for. This Note shall be paid in quarterly installments of principal and/or interest beginning on _____ 15, 2020, and on each February 15, May 15, August 15 and November 15 thereafter until the final payment date, all in accordance with the Amortization Schedule attached to this Note. Payments of interest and principal shall be paid by check or draft of the Paying Agent, payable upon presentation in lawful

money of the United States of America or (for all payments other than the final payment) by electronic funds transfer as may be agreed by the City, Note Registrar, Paying Agent and Registered Owner, to the Registered Owner at the close of business on the applicable Record Date.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Note, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that this Note is a valid and binding special revenue obligation of the City, payable by the City solely from the Net Revenues; that the City will not levy any taxes to pay the principal and interest due on this Note; and that under no circumstances shall this Note be or become an indebtedness of the City within the purview of any constitutional or statutory limitation or provision but is payable by the City solely from the Net Revenues; and the City hereby covenants and agrees that it will fix and maintain rates for the use and service of the System and collect and account for the Revenues sufficient at all time to pay Operation and Maintenance Expenses, promptly to pay principal of and interest on all obligations issued by the City which are payable from the Net Revenues and the provision of not less than an additional 0.25 times debt service on such obligations, to provide such additional amounts as may be required to provide an adequate depreciation fund and to comply with all the covenants of and to maintain the accounts created by the Ordinance.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Note Registrar.

IN WITNESS WHEREOF the City of Decatur, Macon County, Illinois, by its Council, has caused this Note to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

Mayor, City of Decatur
Macon County, Illinois

Attest:

City Clerk, City of Decatur
Macon County, Illinois

[SEAL]

Date of Authentication: _____, 2020

CERTIFICATE
OF
AUTHENTICATION

Note Registrar and Paying Agent:

_____, _____

_____,
as Note Registrar

By _____
Authorized Officer

[Form of Note - Reverse Side]

This Note is issued in the principal amount of \$ ____,000 for the purpose of refunding the City's Promissory Note, Series 2013, all as described in the ordinance authorizing the Note (the "*Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970 (such code and powers being the "*Act*"), and with the Ordinance, which has been duly passed by the Council, approved by the Mayor of the City, and published, in all respects as by law required. Capitalized terms used herein without definition shall have the meanings specified in the Ordinance.

Under the Ordinance, the Revenues shall be deposited into the Waterworks Fund of the City which shall be used only and has been pledged for paying Operation and Maintenance Expenses, paying the principal of and interest on all obligations of the City that are payable by their terms from the Revenues, providing an adequate depreciation fund, and in making all payments required to maintain the accounts established under the Ordinance. The City may issue additional obligations payable from the Net Revenues on a parity with, or subordinate to, this Note, in each case pursuant to the terms of the Ordinance.

The Note is payable from moneys to the credit of the Bond and Interest Account within the Waterworks Fund, said Account consisting of the funds remaining in said Waterworks Fund after the required monthly deposits and credits have been made under the Ordinance for the purpose of paying Operation and Maintenance Expenses, all in accordance with the provisions of the Ordinance. Moneys on deposit in said Account shall be used first and are pledged for paying the principal of and interest on the IEPA Loans, the Note and any Additional Obligations and then for any further purposes as provided by the terms of the Ordinance.

This Note is subject to provisions relating to registration, transfer and exchange; prepayment and notice and procedure for prepayment; and such other terms and provisions relating to security and payment as are set forth in the Ordinance, to which reference is hereby expressly made, and to all the terms of which the Registered Owner hereof is hereby notified and shall be subject.

The City, the Note Registrar and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the City, the Note Registrar and the Paying Agent shall not be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

[Here insert identifying number such as TID, SSN, or other]

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Section 10. Continuation of Waterworks Fund and Accounts Thereof. Upon the issuance of the Note, the System shall be operated on a Fiscal Year basis. All of the Revenues shall be set aside as collected and be deposited in a separate fund (and in an account in a bank to be designated by the Council), which fund, heretofore established and designated as the “Waterworks Fund” of the City (commonly known as the “*Water Fund*”), is hereby continued and shall constitute a trust fund for the sole purpose of carrying out the covenants, terms, and conditions of this Ordinance, and shall be used only in paying Operation and Maintenance Expenses, providing an adequate depreciation fund, paying the principal of and interest on all obligations of the City which by their terms are payable from the Revenues, and providing for the establishment of and expenditure from the respective accounts as hereinafter described.

Section 11. Flow of Funds. There shall be and there are hereby created separate accounts in the Waterworks Fund to be known as the “Operation and Maintenance Account,” the “Bond and Interest Account,” the “Depreciation Account,” and the “Surplus Account,” to which there shall be credited on or before the first day of each month by the Finance Officer, without any further official action or direction, in the order in which said accounts are hereinafter mentioned, all moneys held in the Waterworks Fund, in accordance with the following provisions:

(a) *Operation and Maintenance Account:* There shall be credited to or retained in the Operation and Maintenance Account an amount sufficient, when added to the amount then on deposit in said Account, to establish or maintain a balance to an amount not less than the amount considered necessary to pay Operation and Maintenance Expenses for the then current month.

(b) *Bond and Interest Account:* There shall next be credited to or retained in the Bond and Interest Account a fractional amount of the principal and/or interest becoming due on the next succeeding payment date on the IEPA Loans, the Note and on any Additional Obligations then Outstanding, until there shall have been accumulated in said Account on or before the month preceding such payment date, an amount sufficient to pay such principal and/or interest on the IEPA Loans, the Note and on any Additional Obligations then Outstanding.

In computing the fractional amount to be set aside each month in said Bond and Interest Account, the fraction shall be so computed that sufficient funds will be set aside in said Account and will be available for the prompt payment of such principal and/or interest on the IEPA Loans, the Note and on any Additional Obligations then Outstanding as the same become due. The fractional amount to be set aside for the payment of the Note shall be not less than one-third of the principal and interest becoming due on the next succeeding payment date on the Note until there is sufficient money in said Account to pay such principal and interest.

Credits to said Bond and Interest Account may be suspended in any Fiscal Year at such time as there shall be a sufficient sum, held in cash and investments, in said Account to meet principal and interest requirements in said Account for the balance of such Fiscal Year, but such credits shall be resumed at the beginning of the next Fiscal Year.

All moneys in said Bond and Account shall be used only for the purpose of paying interest on and principal of the IEPA Loans, the Note and any Additional Obligations then Outstanding.

(c) *Depreciation Account:* Beginning the month after the delivery of the Note, there shall next be credited to the Depreciation Account and held, in cash and investments, such sum as the City may deem necessary in order to provide an adequate depreciation fund for the System.

Amounts to the credit of said Depreciation Account shall be used for (i) the payment of the cost of extraordinary maintenance, necessary repairs and replacements, or contingencies, the payment for which no other funds are available, in order that the System may at all times be able to render efficient service, (ii) for the purpose of acquiring or constructing improvements and extensions to the System, and (iii) the payment of principal of or interest and applicable premium on the IEPA Loans, the Note or on any Additional Obligations then Outstanding at any time when there are no other funds available for that purpose in order to prevent a default.

(d) *Surplus Account:* All moneys remaining in the Waterworks Fund, after crediting the required amounts to the respective accounts hereinabove provided for, and after making up any deficiency in said accounts, shall be credited to the Surplus Account. Funds in the Surplus Account shall be used, first, to make up any subsequent deficiencies in any of the accounts hereinabove named; and then, for the remainder of all surplus Revenues, at the discretion of the Council, for one or more of the following purposes without any priority among them:

1. For the purpose of constructing or acquiring repairs, replacements, improvements or extensions to the System;
2. For making transfers to the Waterworks Fund generally to be applied and treated as Revenues when transferred;

3. For the purpose of calling and redeeming or prepaying the IEPA Loans, the Note or any Additional Obligations which are callable at the time;

4. For the purpose of purchasing the IEPA Loans, the Note or any Additional Obligations;

5. For the purpose of paying principal of and interest on any subordinate bonds or other obligations of the City issued for the purpose of acquiring or constructing repairs, replacements, improvements or extensions to the System, including loans from the State of Illinois, acting through the Illinois Environmental Protection Agency; or

6. For any other lawful System purpose.

Section 12. Investment. Money to the credit of the Waterworks Fund may be invested pursuant to any authorization granted to municipal corporations by Illinois statute or court decision.

Section 13. Additional Obligations. As long as the Note is Outstanding, the City shall not issue any Additional Obligations except upon compliance with the following:

(a) Additional Obligations may be issued for any of the purposes set forth in the Act or to refund the Note or any portion thereof upon compliance with the following conditions:

(i) The amounts required to be credited monthly to the Waterworks Fund have been credited in full up to the date of the delivery of such Additional Obligations.

(ii) The Net Revenues for the last completed Fiscal Year prior to the issuance of the Additional Obligations (as shown by the audit of a firm of independent certified public accountants) must equal at least 125% of Maximum Annual Debt Service computed immediately after the issuance of such Additional Obligations, but only for those Fiscal Years in which the Note will continue to be Outstanding as provided herein. As used herein, “*Maximum Annual Debt Service*” means an amount of money equal to the highest principal and/or interest due on the Note and Additional Obligations in any Fiscal Year.

(b) Additional Obligations may be issued to refund the Note or portions thereof if the principal and interest payments due on such Additional Obligations in each Fiscal Year are less than those of the Note or portions thereof to be refunded.

(c) Additional Obligations may be issued to refund the Note or portions thereof in order to avoid default in the payment of principal of or interest on the Note; *provided, however,* such Additional Obligations are issued to avoid such default within three months of the date of the anticipated default.

(d) Bonds or other obligations of the City may be issued or entered into payable from the Net Revenues subordinate to the Note; *provided, however,* that acceleration will not be a permissible remedy upon an event of default under the documents authorizing such subordinate bonds or other obligations.

All Additional Obligations and all subordinate bonds or other obligations issued in accordance with this Section shall be payable at such times as the City may determine.

Section 14. Sale of the Note. The Designated Officials are hereby authorized to proceed, without any further authorization or direction whatsoever from the Council, to sell and deliver the Note upon the terms as prescribed in this Section, pursuant to the Notification. The Note shall be sold and delivered to the Purchaser at the price of not less than 96.00% of the par value of the principal amount thereof (exclusive of original issue discount, if any), plus accrued interest, if any, to the date of delivery. As additional limitations on the sale of the Note, the Designated Officials shall find and determine that the Note has been sold at such price and bears interest at such rate that either the true interest cost (yield) or the net interest rate received upon the sale of the Note does not exceed the maximum rate otherwise authorized by applicable law. Upon the sale of the Note, the Designated Officials and any other officers of the City as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of

the Note as may be necessary, including, without limitation, the Notification and closing documents. The Designated Officials must find and determine in the Notification that no person holding any office of the City either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in the Purchaser. Upon the sale of the Note, the Designated Officials shall prepare the Notification, which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the City and made available to all Council members at the next public meeting thereof. The authority granted in this Ordinance to the Designated Officials to sell Note as provided herein shall expire on December 31, 2020.

Section 15. Creation of Funds and Appropriations. The proceeds of the sale of the Note are hereby appropriated as follows:

A. Proceeds in the amount necessary to pay costs of issuance of the Note shall be (a) disbursed at the delivery of the Note by the Purchaser or (b) to the extent not so disbursed, shall be held by the Finance Officer in a separate fund, hereby created and designated as the “2020 Expense Fund” and disbursed in accordance with customary City procedures for disbursement of City funds. Funds remaining on deposit in the 2020 Expense Fund, if any, on the date which is three months after the Note is issued shall be transferred to the Bond and Interest Subaccount of the Waterworks Fund and used to pay first interest coming due on the Note.

B. The remaining proceeds shall be used to provide for the Refunding and shall be deposited with Regions Capital Advantage, the paying agent for the 2013 Note (the “*Prior Paying Agent*”). In accordance with the prepayment provisions of the ordinance authorizing the 2013 Note, the City by the Council does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Note) the 2013 Note

for prepayment on the earliest practical date therefor, the same being the date set forth in the Notification.

Section 16. Defeasance. The Note or any portion thereof which (a) is paid and cancelled, (b) for which sufficient sums been deposited with the Paying Agent to pay all principal and interest due thereon, or (c) for which sufficient United States funds and direct United States Treasury obligations have been deposited with a bank or trust company authorized to keep trust accounts, taking into account investment earnings on such obligations, all principal and interest due thereon, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Revenues and shall no longer have the benefits of any covenant for the registered owner of the Note as set forth herein as such relates to lien and security of the Note. All covenants relative to payment, registration, transfer, and exchange are expressly continued for the Note and any portion thereof whether deemed outstanding or not.

Section 17. Pertaining to the Note Registrar. If requested by the Note Registrar or the Paying Agent, or both, the Mayor and the City Clerk are authorized to execute the Note Registrar's or the Paying Agent's standard form of agreement between the City and the Note Registrar (Paying Agent) with respect to the obligations and duties of such parties hereunder. Subject to modification by the express terms of any such agreement, the Note Registrar and Paying Agent for their respective capacities agree as follows:

A. to act as note registrar, authenticating agent, paying agent and transfer agent as provided herein;

B. to maintain a list of the holder of the Note as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential to the fullest extent permitted by law;

- C. to cancel and/or destroy the Note or portion thereof when paid at maturity, upon prepayment or submitted for transfer or exchange;
- D. to give notice of prepayment of the Note as provided herein; and
- E. to furnish the City at least annually an audit confirmation of payments made with respect to the Notes.

The City Clerk is hereby directed to file a copy of this Ordinance with the Note Registrar and Paying Agent.

Section 18. General Covenants. The City covenants and agrees with the Purchaser that, so long as the Note remains Outstanding:

(a) The City will punctually pay, or cause to be paid, the principal of and interest on the Note in strict conformity with the terms of the Note and this Ordinance, and the City will faithfully observe and perform all of the conditions, covenants and requirements thereof.

(b) The City will preserve and protect the security of the Note and the rights of the registered owner of the Note.

(c) The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owner of the Note of the rights and benefits provided in this Ordinance.

Section 19. System Covenants. The City covenants and agrees with the holders of the Note, so long as the Note is Outstanding, as follows:

(a) The City will maintain the System in good repair and working order, will operate the same efficiently and faithfully, and will punctually perform all duties with respect thereto required by the Constitution and laws of the State of Illinois.

(b) The City will establish and maintain at all times reasonable fees, charges, and rates for the use and service of the System and will provide for the collection thereof and the segregation and application of the Revenues in the manner provided by this Ordinance, sufficient at all times to pay Operation and Maintenance Expenses, promptly to pay principal of and interest on all obligations issued by the City which are payable from the Net Revenues and the provision of not less than an additional 0.25 times debt service on such obligations, to provide such additional amounts as may be required to provide an adequate depreciation fund and to comply with all the covenants of and to maintain the accounts created by this Ordinance.

There shall be charged against all users of the System, including the City, such rates and amounts for water service as shall be adequate to meet the requirements of this subsection. Charges for services rendered the City shall be made against the City, and payment for the same shall be made monthly from the corporate funds into the Waterworks Fund as revenues derived from the operation of the System; *provided, however*, that the City need not charge itself for such services if, in the previous Fiscal Year, Revenues, not including payments made by the City, shall have met the requirements of this Ordinance.

(c) The City from time to time will make all needful and proper repairs, replacements, additions, and betterments to the System so that it may at all times be operated properly and advantageously; and when any necessary equipment or facility shall have been worn out, destroyed, or otherwise is insufficient for proper use, it shall be promptly replaced so that the value and efficiency of the System shall be at all times fully maintained.

(d) The City will establish such rules and regulations for the control and operation of the System necessary for the safe, lawful, efficient and economical operation thereof.

(e) The City will make and keep proper books and accounts (separate and apart from all other records and accounts of said City), in which complete entries shall be made of all transactions relating to the System, and hereby covenants that within ninety (90) days following the close of each Fiscal Year, it will cause the books and accounts of the System to be audited by independent certified public accountants and such audits to be available to the holder of the Note.

All expenses of the audit required by this Section shall be regarded and paid as Operation and Maintenance Expenses.

It is further covenanted and agreed that a copy of each such audit shall be furnished within thirty (30) days of completion to the Purchaser (so long as the Purchaser is the holder of the Note), together with such information related to the System (to the extent permitted by law) as is reasonably requested by the Purchaser, including a list of the top ten users of the System.

(f) The City will keep the books and accounts for the System in accordance with generally accepted fund reporting practices for municipal enterprise funds; *provided*,

however, that the monthly credits to the Bond and Interest Account and the Depreciation Account shall be in cash and said funds shall be held separate and apart in cash and investments. For the purpose of determining whether sufficient cash and investments are on deposit in such accounts under the terms and requirements of this Ordinance, investments shall be valued at amortized cost.

(g) The City will not sell, lease, loan, mortgage or in any manner dispose of or encumber the System (subject to the right of the City to issue Additional Obligations as provided in this Ordinance, to issue bonds or other obligations subordinate to the Note and to dispose of real or personal property which is no longer useful or necessary to the operation of the System), and the City will take no action in relation to the System which would unfavorably affect the security of the Note or the prompt payment of the principal thereof and interest thereon. Any amounts received from the sale of property of the System shall be deposited to the credit of the Depreciation Account.

(h) Any holder of the Note may proceed by civil action to compel performance of all duties required by law and this Ordinance, including the making and collecting of sufficient charges and rates for the service supplied by the System and the application of the income and revenue therefrom.

(i) The City will carry insurance on the System of the kinds and in the amounts which are usually carried by private parties operating similar properties, covering such risks as shall be recommended by a competent consulting engineer or insurance consultant employed by the City for the purpose of making such recommendations. All moneys received for loss under such insurance policies or from the self-insurance reserve fund or pool shall be deposited to the credit of the Depreciation Account and used in making good the loss or damage in respect of which they were paid, either by repairing the property damaged or making replacement of the property destroyed, and provision for making good such loss or damage shall be made within ninety (90) days from the date of the loss. The payment of premiums for all insurance policies required under the provisions of this covenant shall be considered an Operation and Maintenance Expense. The proceeds derived from any and all policies for workers' compensation or public liability shall be paid into the Operation and Maintenance Account and used in paying the claims on account of which they were received or shall be used to reimburse any account from which the claim was previously paid.

(j) The City covenants not to provide any free service of the System, and, to the extent permitted by law, the City will not grant a franchise for the operation of any competing waterworks system within the City.

Section 20. Tax Covenants. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Note) if taking, permitting

or omitting to take such action would cause the Note to be an arbitrage bond or a private activity bond within the meaning of the Code, or would otherwise cause the interest on the Note to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation for interest paid on the Note, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The City also agrees and covenants with the purchasers and holder of the Note from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Note and affects the tax-exempt status of the Note.

The Council hereby authorizes the officials of the City responsible for issuing the Note, the same being the Mayor, the City Clerk and the Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Note as approved by the Council and as may be necessary to assure that the use thereof will not cause the Note to be an arbitrage bond and to assure that the interest on the Note will be exempt from federal income taxation. In connection therewith, the City and the Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Note and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Note; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 21. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: May 18, 2020

APPROVED: May 18, 2020

Mayor, City of Decatur
Macon County, Illinois

RECORDED In City Records: May 18, 2020.

Attest:

City Clerk, City of Decatur
Macon County, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Decatur, Macon County, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the Council (the “Council”) thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting (the “Meeting”) of the Council held on the 18th day of May, 2020 insofar as the same relates to the adoption of an ordinance numbered _____ and entitled:

AN ORDINANCE providing for the issuance of a not to exceed \$14,500,000 Promissory Note of the City of Decatur, Macon County, Illinois, for the purpose of refunding the outstanding Promissory Note, Series 2013, of said City, providing for the security for and means of payment of said Note, and authorizing the sale of said note to the purchaser thereof.

(the “Ordinance”) a true, correct and complete copy of which said Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the Council on the adoption of said Ordinance were taken openly; that the vote on the adoption of said Ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Council at least 72 hours in advance of the holding of said meeting; that said agenda contained a separate specific item concerning the proposed adoption of said Ordinance; that a true, correct and complete copy of said agenda as so posted being attached to this Certificate as *Exhibit A*; that at least one copy of said agenda was continuously available

for public review during the entire 72-hour period preceding said meeting; that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended and as supplemented by Executive Orders 2020-07, 2020-18 and 2020-33 (issued on March 16, 2020, April 1, 2020, and April 30, 2020, respectively), and the Illinois Municipal Code, as amended; and that the Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Council in the adoption of said Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this 18th day of May, 2020.

City Clerk

[SEAL]

ATTACHMENTS – AGENDA, MINUTES AND ORDINANCE

SUBJECT: Ordinance Providing for the Issuance of a not to Exceed \$34,405,000 General Obligation Refunding Bonds of the City of Decatur, Macon County, Illinois, Authorizing the Sale of said Bonds to the Purchaser Thereof, Providing for the Levy and Collection of a Direct Annual Tax Sufficient for the Payment of the Principal of and Interest on said Bonds, and Further Providing for the Execution of an Escrow Agreement in Connection with such Issuance

ATTACHMENTS:

Description	Type
Bond Ordinance	Cover Memo

EXTRACT OF MINUTES of the regular public meeting of the Council of the City of Decatur, Macon County, Illinois, held in the Council Chamber, located on the third floor of the Decatur Civic Center, One Gary K. Anderson Plaza, in said City, at 5:30 p.m., on Monday, the 18th day of May, 2020.

The Mayor called the meeting to order and directed the City Clerk to call the roll. Upon the roll being called, Mayor Julie Moore Wolfe and the following Council Members were physically present at said location: _____

The following Council Members attended the meeting by video or audio conference: _____

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The following officials of the City were physically present at said location and ensured the availability of electronic meeting access by video or audio conference to any members of the public attending the meeting in person at said location and requesting such access:

At _____ p.m., the Council discussed the possible refunding of general obligation bonds issued by the City in 2010 and promissory note issued by the City in 2013 and considered an ordinance providing for the issuance of not to exceed \$34,405,000 general obligation refunding

bonds of the City and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds.

Thereupon, the City Clerk presented, the Director of Finance explained, and there was read by title an ordinance as follows, a copy of which was provided to each Council Member prior to said meeting and to everyone in attendance at said meeting who requested a copy:

AN ORDINANCE providing for the issuance of not to exceed \$34,405,000 General Obligation Refunding Bonds of the City of Decatur, Macon County, Illinois, authorizing the sale of said bonds to the purchaser thereof, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

(the "Bond Ordinance").

Council Member _____ moved and Council Member _____

seconded the motion that the Bond Ordinance as presented be adopted.

A Council discussion of the matter followed. During the Council discussion, the Director of Finance gave a public recital of the nature of the matter, which included a reading of the title of the Bond Ordinance and statements (1) that the Bond Ordinance provides parameters for the issuance of general obligation bonds for the purpose of refunding certain outstanding general obligation bonds for debt service savings or restructuring purposes, (2) that the bonds are issuable without referendum pursuant to the home rule powers of the City, (3) that the bonds will be sold to Robert W. Baird & Co. Incorporated, in a negotiated underwriting, or to a bank or financial institution, in a private placement, (4) that the sale of bonds will be by certain designated officials of the City, (5) that the Bond Ordinance provides for the levy of taxes to pay the bonds, (6) that the Bond Ordinance approves a form of escrow agreement to accomplish the refunding, and (7) that the Bond Ordinance provides many details for the bonds, including tax-exempt status covenants, provision for terms and form of the bonds, and appropriations.

The Mayor directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Council Members voted AYE: _____

and the following Council Members voted NAY: _____

WHEREUPON, the Mayor declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the City Clerk to record the same in full in the records of the Council of the City of Decatur, Macon County, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

City Clerk

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$34,405,000 General Obligation Refunding Bonds of the City of Decatur, Macon County, Illinois, authorizing the sale of said bonds to to the purchaser thereof, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

Adopted by the Council on the
18th day of May, 2020.

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EXHIBIT A — Form of Escrow Agreement

This Table of Contents is for convenience only and is not a part of the Ordinance.

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$34,405,000 General Obligation Refunding Bonds of the City of Decatur, Macon County, Illinois, authorizing the sale of said bonds to to the purchaser thereof, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

WHEREAS by virtue of its population, the City of Decatur, Macon County, Illinois (the “City”), and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the City is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS on the 25th day of February, 1982, the Council of the City (the “Council”) did adopt an ordinance determining the procedures to be followed in the borrowing of money for public purposes of the City and in evidence of such borrowing the issuing of full faith and credit bonds of the City without referendum approval, such ordinance being entitled:

ORDINANCE NO. 82-22

AN ORDINANCE establishing procedures to be followed in incurring indebtedness for corporate purposes, issuing bonds to evidence such indebtedness and directing the levying of taxes, without limit as to rate or amount, for the purpose of paying principal and interest on such bonds as the same become due.

(the “*Enabling Ordinance*”); and

WHEREAS the City has heretofore issued the following outstanding and validly subsisting and unpaid general obligation bonds:

TAXABLE GENERAL OBLIGATION BONDS, SERIES 2010B (the “2010B Bonds”)

Original Principal Amount: \$28,270,000

Dated: December 7, 2010

Due December 15 as follows:

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2020	1,405,000	4.625
2021	1,480,000	4.875
2022	1,585,000	5.125
2023	1,685,000	5.500
2024	1,795,000	5.625
2025	1,720,000	5.875
2026	1,780,000	6.125
2027	1,860,000	6.300
2028	1,925,000	6.600
2029	2,005,000	6.750
2030	2,080,000	7.000

which 2010B Bonds due on and after December 15, 2021, may be called for redemption on December 15, 2020, at the redemption price of par plus accrued interest; and

WHEREAS the City has heretofore issued the following outstanding and validly subsisting and unpaid general obligation bonds:

GENERAL OBLIGATION BONDS, SERIES 2010C (the “2010C Bonds”)

Original Principal Amount: \$2,800,000

Dated: December 7, 2010

Due December 15 as follows:

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2020	225,000	4.00%
2022	475,000	4.00%
2024	515,000	4.00%

which 2010C Bonds due on and after December 15, 2022, may be called for redemption on December 15, 2020, at the redemption price of par plus accrued interest; and

WHEREAS the City has heretofore issued the following outstanding and validly subsisting and unpaid waterworks system revenue obligation:

PROMISSORY NOTE, SERIES 2013 (the “*Note*”)

Original Principal Amount: \$17,212,394

Dated: August 15, 2013

Due and payable in quarterly installments of both principal and/or interest beginning on each February 15, May 15, August 15 and November 15, to and including August 15, 2028, as set forth in the amortization schedule attached to the Note and subject to prepayment at the option of the City as described in the ordinance adopted by the Council authorizing the Note; and

WHEREAS all or a portion of the 2010B Bonds, 2010C Bonds and the Note (collectively, the “*Prior Bonds*”) bear interest at higher rates than those currently available in the bond markets and may be refunded for net debt service savings or may be refunded for restructuring purposes; and

WHEREAS pursuant to the hereinafter defined Act, the City is authorized to issue general obligation bonds to accomplish the refunding of all or a selected portion of the Prior Bonds (the “*Refunding*”) and it is necessary and desirable to provide for the issuance of not to exceed \$34,405,000 principal amount general obligation bonds for such purpose; and

WHEREAS the Council does hereby determine that it is necessary and desirable to borrow not to exceed \$34,405,000 at this time pursuant to the Act to provide for the Refunding and, in evidence of such borrowing, issue its full faith and credit bonds in the principal amount of not to exceed \$34,405,000; and

WHEREAS the Council does hereby further determine that it is necessary and desirable that certain officials of the City be authorized to sell such bonds and, accordingly, it is necessary that such officials be so authorized within certain parameters as hereinafter set forth:

NOW THEREFORE Be It Ordained by the Council of the City of Decatur, Macon County, Illinois, in the exercise of its home rule powers and in accordance with the Enabling Ordinance, as follows:

Section 1. Definitions. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended.

A. The following words and terms are defined in the preambles.

City

Council

Enabling Ordinance

Prior Bonds

Refunding

2010B Bonds

2010C Bonds

2013 Note

B. The following words and terms are defined as set forth.

“*Act*” means, collectively, the Illinois Municipal Code, as supplemented and amended, the home rule powers of the City under Section 6 of Article VII of the Illinois Constitution of 1970 and the Enabling Ordinance adopted pursuant to such home rule powers; and, in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

“*Bond*” or “*Bonds*” means one or more, as applicable, of the not to exceed \$34,405,000 General Obligation Refunding Bonds, Series 2020, authorized to be issued by this Ordinance.

“*Bond Fund*” means the Bond Fund established and defined in Section 15 of this Ordinance.

“*Bond Notification*” means the Bond Notification as authorized to be executed by the Designated Officials of the City in Section 14 of this Ordinance and by which the final terms of the Bonds will be established.

“*Bond Register*” means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“*Bond Registrar*” means the bond registrar for the Bonds, which shall be a bank or trust company with a corporate trust office located in the State of Illinois or Indiana (as set forth in the Bond Notification), or a successor thereto or a successor designated as Bond Registrar hereunder.

“*City Clerk*” means the City Clerk of the City.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*County Clerk*” means the County Clerk of The County of Macon, Illinois.

“*Designated Officials*” means the Mayor, the City Manager of the City and the Director of Finance of the City, acting together.

“*Escrow Agent*” means the escrow agent for the Refunded Bonds, which shall be a bank or trust company with a corporate trust office located in the State of Illinois or Indiana (as set forth in the Escrow Agreement), or a successor thereto or a successor designated as Escrow Agent under the Escrow Agreement.

“*Escrow Agreement*” means the agreement by and between the City and the Escrow Agent as authorized in Section 15 hereof and set forth as *Exhibit A*.

“*Mayor*” means the Mayor of the City.

“*Ordinance*” means this Ordinance, numbered as set forth on the title page hereof, and passed by the Council on the 18th day of May, 2020.

“*Paying Agent*” means the paying agent for the Bonds, which shall be a bank or trust company with a corporate trust office located in the State of Illinois or Indiana (as set forth in the Bond Notification), or a successor thereto or a successor designated as Paying Agent hereunder.

“*Pledged Taxes*” means the taxes levied on the taxable property within the City to pay principal of and interest on the Bonds as made in Section 12 hereof.

“*Purchaser*” means (a) in a negotiated underwriting, Robert W. Baird & Co. Incorporated (“*Baird*”), or (b) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a governmental unit as defined in the Local Government Debt Reform Act of the State of Illinois, as amended, or (iii) an “accredited investor” as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however*, that the Purchaser as set forth in either (b) shall be selected only upon receipt by the City of the recommendation of Speer Financial, Inc., Chicago, Illinois (“*Speer*”), the financial advisor to the City that the sale of the Bonds on a negotiated or private placement basis to the Purchaser is in the best interests of the City because of (i) the pricing of the Bonds by the Purchaser, (ii) then current market conditions or (iii) the timing of the sale of the Bonds, and *further provided*, that the Purchaser as set forth in (c) may be selected through the utilization of Baird, as placement agent, if, after consultation with Speer, the use of such placement agent is determined by the Designated Officials to be in the best interests of the City, as set forth in the applicable Bond Notification. In the event that a Purchaser of a series of Bonds is selected through the utilization of Baird as placement agent, the execution of a standard form of placement agent agreement between the City and Baird is hereby approved and authorized.

“*Refunded Bonds*” means those of the Prior Bonds actually selected to be refunded pursuant to the Escrow Agreement.

“*Tax-Exempt*” means, with respect to the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

“*Term Bonds*” means Bonds subject to mandatory redemption and designated as term bonds in the Bond Notification.

“*Treasurer*” means the Treasurer of the City.

Section 2. Incorporation of Preambles. The Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Bonds. It is necessary and desirable to provide for the Refunding, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purposes. It is hereby found and determined that such borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. For the purpose of providing for such costs, there shall be issued and sold the Bonds, in one or more series as may be specified in the Bond Notification or Bond Notifications, in the aggregate principal amount of not to exceed \$34,405,000, as taxable bonds (the “*Taxable Bonds*”) or Tax-Exempt bonds (the “*Tax-Exempt Bonds*”), as set forth in the Bond Notification (as hereinafter defined) therefore, to said amount. The Bonds shall each be designated “*General Obligation Refunding Bond, Series 2020*” or such other name or names or series designation as may be appropriate and as stated in the Bond Notification. The Bonds, if

issued, shall be dated such date (not prior to May 1, 2020, and not later than December 1, 2020) (the “*Dated Date*”) as set forth in the Bond Notification, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof, unless otherwise provided in the Bond Notification (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter described) as shall be set forth in the Bond Notification, and in such principal amounts as shall be set forth therein; *provided, however,* that the final maturity shall be due on or before December 15, 2034, and each maturity or sinking fund payment shall not exceed \$4,595,000. Each Bond shall bear interest, at a rate not to exceed 5.0% per annum, from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 15 and December 15 of each year, commencing on December 15, 2020, or as provided in the Bond Notification.

Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date (the “*Record Date*”), and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such Registered Owner. The Record Date shall be the 1st day of the month of any regular or other interest payment date occurring on the 15th day of any month and 15 days next preceding any interest payment date occasioned by the redemption of Bonds on other than the 15th day of a month. The principal of or redemption price due on the Bonds shall be payable in lawful money of the United States of America upon

presentation thereof at the principal corporate trust office of the Paying Agent, or at successor Paying Agent and locality.

Section 5. Global Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds as provided in Section 4 hereof, and the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto (“*Cede*”), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (“*DTC*”). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The Mayor, the Treasurer and the City Clerk are hereby authorized to execute and deliver on behalf of the City such letters to or agreements with DTC and the Bond Registrar as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”).

With respect to the Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the City and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any

amount with respect to principal of or interest on the Bonds. The City and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, the name "*Cede*" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the City determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC and DTC Participants of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At the time, the City may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a global book-entry system, as may be acceptable

to the City, or such depository's agent or designee, and if the City does not select such alternate global book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 10 hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 6. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 7. Optional Redemption, Term Bonds, Mandatory Redemption and Covenants.

All or a portion of the Bonds, if any, due on and after the date, if any, specified in the Bond Notification, shall be subject to redemption prior to maturity at the option of the City from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the City (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification, if any, and on any date thereafter, at a price of par plus accrued interest to the redemption date. The Bonds may also be subject to mandatory redemption (as Term Bonds) as provided in the Bond Notification; *provided, however,* that in such event the amounts due as provided for under such mandatory redemption shall be the amount set forth in Section 4 of this Ordinance for the maximum amount of principal due on the Bonds in any given period. Bonds designated as Term Bonds shall be made subject to mandatory redemption by operation of the Bond Fund at a price of par plus accrued interest, on a given date of the years and in the amounts as shall be determined in the Bond Notification.

The City covenants that it will redeem Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds. Proper provision for mandatory redemption having been made, the City covenants that the Term Bonds so selected for redemption shall be payable as at maturity, and taxes shall be levied and collected as provided herein accordingly.

Section 8. Term Bonds Purchase or Redemption. If the City purchases Term Bonds of any maturity and cancels the same from Bond Moneys as hereinafter described, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirements provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of such Term Bonds as due at maturity or subject to mandatory redemption

in any year, as the City shall determine. If the City purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the City shall determine.

Section 9. Redemption Procedure. For a mandatory redemption of Term Bonds, the Bond Registrar shall proceed without further authorization or direction to provide for such redemption. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than 60 days prior to the redemption date by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided, however,* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion.

The Bond Registrar shall promptly notify the City and the Paying Agent in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall include the full name of the Bonds to be redeemed and at least the information as follows:

- (a) the redemption date;
- (b) the redemption price;
- (c) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date;
- (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Paying Agent; and
- (f) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the City shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Paying Agent on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

If any Bond or portion of a Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

As part of their respective duties hereunder, the Bond Registrar and Paying Agent shall prepare and forward to the City a statement as to notice given with respect to each redemption together with copies of the notices as mailed and published.

Section 10. Registration and Exchange or Transfer of Bonds; Persons Treated as Owners. The City shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar or such other agent as

the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however,* that the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

Section 11. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

by _____, in the City of _____, _____, as bond registrar (the “*Bond Registrar*”), at the close of business on the applicable Record Date (the “*Record Date*”). The Record Date shall be the 1st day of the month of any regular or other interest payment date occurring on the 15th day of any month and 15 days next preceding any interest payment date occasioned by the redemption of Bonds on other than the 15th day of a month. Interest shall be paid by check or draft of the Paying Agent, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the City and Cede & Co., as nominee, or successor, for so long as this Bond is held by The Depository Trust Company, New York, New York, the depository, or nominee, in book-entry only form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the City of Decatur, Macon County, Illinois, by its Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

Mayor, City of Decatur
Macon County, Illinois

ATTEST:

City Clerk, City of Decatur
Macon County, Illinois

[SEAL]

Date of Authentication: _____, 2020

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:

_____, _____

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Refunding Bonds, Series 2020, having a Dated Date of _____, 2020, of the City of Decatur, Macon County, Illinois.

_____,
as Bond Registrar

By _____
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

This bond is one of a series of bonds (the “*Bonds*”) in the aggregate principal amount of \$_____,000 issued by the City for the purpose of refunding certain outstanding bonds of the City, and of paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970 and the City’s enabling ordinances adopted pursuant to such home rule powers (such code, powers and enabling ordinance, collectively, being the “*Act*”), and with the Ordinance, which has been duly passed by the Council of the City, approved by the Mayor, and published, in all respects as by law required.

Subject to the provisions relating to this Bond remaining in book-entry only form, this Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. Upon surrender for transfer or exchange of this Bond at the principal corporate trust office of the Bond Registrar in the City of Chicago, Illinois, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the Registered Owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of

business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

[The Bonds may be subject to mandatory redemption, and the holder of this Bond shall refer to the provisions of the Ordinance for the terms and provision for notice of redemption.]

The City, the Bond Registrar and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the City, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 12. Tax Levy. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, *there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding (namely, 2020 through 2033), a direct annual tax sufficient for that purpose in a yearly amount not to exceed \$4,976,211 (the “Pledged Taxes”). Such levy shall be fully set forth in the Bond Notification for the Bonds; and if there shall be more than one series of the Bonds, the levy for each such series shall be set forth in the Bond Notification therefor.*

The Pledged Taxes and other moneys (excepting proceeds of the Bonds) on deposit (collectively, the “*Bond Moneys*”) in the Bond Fund shall be applied to pay principal of and interest on the Bonds.

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

Whenever other funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes levied for the payment of same, the Council shall, by proper proceedings, direct the

deposit of such funds into the Bond Fund and further shall direct the abatement of the taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating Pledged Taxes shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 13. Filing with County Clerk. Promptly, as soon as this Ordinance becomes effective, a copy hereof, certified by the City Clerk, shall be filed with the County Clerk; and the County Clerk shall in and for each of the years 2020 to 2033, inclusive, ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied as set forth in each of said years; and the County Clerk shall (to the extent said tax has not been abated as provided herein) extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 14. Sale of Bonds; Bond Notification; Bond Series. The Designated Officials are hereby authorized to proceed, without any further authorization or direction whatsoever from the Council, to sell and deliver the Bonds upon the terms as prescribed in this Section, pursuant to one or more Bond Notifications. The Bonds shall be sold and delivered to the Purchaser at the price of not less than 96.00% of the par value of the principal amount thereof (exclusive of original issue discount, if any), plus accrued interest, if any, to the date of delivery. Such sale shall be made upon the advice (in the form of a written certificate or report) of Speer that the terms of the Bonds are fair and reasonable in view of current conditions in the bond markets. As additional limitations on the sale of the Bonds, the Designated Officials shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of the Bonds does not exceed

the maximum rate otherwise authorized by applicable law and that the Refunding will provide net present value debt service savings to the City in an amount not less than (i) 3.0% of the par amount of the 2010B Bonds refunded by the Bonds and (ii) 2.0% of the par amount of the 2010C Bonds being refunded by the Bonds. The Designated Officials may choose all or any lesser portion of the Prior Bonds to be refunded, in such manner as will provide such savings. Nothing in this Section shall require the Designated Officials to sell any of the Bonds if in their judgment the conditions in the bond markets shall have deteriorated from the time of adoption of this Ordinance or the sale of all or any portion of the Bonds shall for some other reason not be deemed advisable, but the Designated Officials shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance and the conditions of this Section shall have been met. As a further exercise of this authority, the Designated Officials may sell the Bonds in more than one series; and, in such event, shall be authorized to change the name of the Bonds for each such series so that such series may properly be identified separately. Further, in such event, the provisions for registration, redemption and exchange of Bonds shall be read as applying to Bonds only of each series, respectively, and not as between series. Upon the sale of the Bonds or any series of the Bonds, the Designated Officials and any other officers of the City as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the Bond Notification, Preliminary Official Statement, Official Statement, Bond Purchase Contract (as hereinafter defined), Rate Lock Agreement (as hereinafter defined) and closing documents. The Designated Officials must find and determine in the Bond Notification that no person holding any office of the City either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in said Bond Purchase Contract with the Purchaser

for the purchase of the Bonds. The distribution of the Preliminary Official Statement relating to the Bonds is hereby in all respects authorized and approved, and the proposed use by the Purchaser of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is hereby approved. The Designated Officials shall execute a bond purchase contract for the sale of the Bonds to the Purchaser (the “*Bond Purchase Contract*”) in the form approved by the corporation counsel of the City. The Designated Officials may execute a rate lock agreement in connection with the sale of Bonds to the Purchaser (the “*Rate Lock Agreement*”) in the form approved by the corporation counsel of the City. Upon the sale of the Bonds, the Designated Officials shall prepare the Bond Notification, which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the City and made available to all Council members at the next public meeting thereof. The Designated Officials shall also file with the County Clerk the Bond Notification. The authority granted in this Ordinance to the Designated Officials to sell Bonds as provided herein shall expire on December 31, 2020.

Section 15. Creation of Funds and Appropriations.

A. There is hereby created the “*General Obligation Refunding Bonds, Series 2020, Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, received upon delivery of the Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

B. The Pledged Taxes shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Pledged Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or

interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Council, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the Pledged Taxes for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Council to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the City, as described in the preceding sentence.

C. The sum of principal proceeds of the Bonds as is necessary, together with such money in the debt service fund for the Prior Bonds as may be advisable (or required under Section 20 hereof) for the purpose, shall be used to provide for the Refunding and the payment of costs of issuance of the Bonds and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited either (a) with the paying agent or agents for the Prior Bonds (collectively, the "*Prior Paying Agent*"), or (b) in escrow with the Escrow Agent pursuant to the provisions of an Escrow Agreement, substantially in the form attached hereto as *Exhibit A* to this Ordinance, made a part hereof by this reference, and hereby approved; the officers appearing signatory to such Escrow Agreement are hereby authorized and directed to execute same, their execution to constitute conclusive proof of action in accordance with this Ordinance, and approval of all completions or revisions necessary or appropriate to effect the Refunding. The City expressly authorizes the use of the Government Securities as set forth in the Escrow Account as set forth in the Escrow Agreement. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the City from the proceeds of the Bonds.

Section 16. General Arbitrage Covenants. This Section applies to the Tax-Exempt Bonds. The Taxable Bonds are not being issued on a basis which is Tax-Exempt under the Code, and the Purchaser, by its acceptance of the Taxable Bonds acknowledges this fact and the

interest rate on the Taxable Bonds has been established as a taxable interest rate. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation of interest on the Bonds, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the Tax-Exempt status of the Bonds.

The Council hereby authorizes the officials of the City responsible for issuing the Bonds, the same being the Mayor, the City Clerk and the Treasurer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the

Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 17. Registered Form. The Bonds shall be issued in fully registered form. The City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 18. Rights and Duties of Bond Registrar and Paying Agent. If requested by the Bond Registrar or the Paying Agent, or both, any officer of the City is authorized to execute standard forms of agreements between the City and the Bond Registrar or Paying Agent with respect to the obligations and duties of the Bond Registrar or Paying Agent hereunder. In addition to the terms of such agreements and subject to modification thereby, the Bond Registrar and Paying Agent by acceptance of duties hereunder agree:

(a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein;

(b) as to the Bond Registrar, to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential to the extent permitted by law;

(c) as to the Bond Registrar, to give notice of redemption of Bonds as provided herein;

(d) as to the Bond Registrar, to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(e) as to the Bond Registrar, to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The City Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar and the Paying Agent.

Section 19. Taxes Previously Levied. The taxes previously levied to pay principal of and interest on the Refunded Bonds, to the extent such principal and interest is provided for from the proceeds of the Bonds or from the Escrow Account under the Escrow Agreement as hereinabove described, shall be abated. The filing of a certificate of abatement with the County Clerk shall constitute authority and direction for the County Clerk to make such abatement.

All proceeds received or to be received from any such taxes, including the proceeds received or to be received from the taxes levied for the year 2019 for such purpose, shall be used to pay the principal of and interest on the Refunded Bonds and to the extent that such proceeds are not needed for such purpose because of the deposit of funds with the Prior Paying Agent or the establishment of the Escrow Account under the Escrow Agreement, the same shall be deposited into the Bond Fund and used to pay principal and interest on the Bonds in accordance with all of the provisions of this Ordinance.

Section 20. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Paying Agent to pay all principal and interest due thereon, or (c) for which sufficient U.S. funds and direct U.S. Treasury obligations have been deposited with the Paying Agent or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Bond Moneys or Pledged Taxes hereunder and shall no longer have the benefits of any covenant

for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the Tax-Exempt status of the Tax-Exempt Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not.

Section 21. Continuing Disclosure Undertaking. The Mayor or the Treasurer is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”) in substantially the same form as now before the Council, or with such changes therein as the individual executing the Continuing Disclosure Undertaking on behalf of the City shall approve, the official’s execution thereof to constitute conclusive evidence of the approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 22. Call of Refunded Bonds. In accordance with the redemption provisions of the bond ordinance authorizing the Prior Bonds, the City by the Council does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds for redemption and payment prior to maturity on the earliest practical call date or dates therefor, the same being the date or dates set forth in the Escrow Agreement.

Section 23. Purchase of the Government Securities. The Escrow Agent and the Purchaser be and the same are each hereby authorized to act as agent for the City in the purchase of the Government Securities described and set forth in the Escrow Agreement.

Section 24. Municipal Bond Insurance. In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by the Council on advice of counsel, their approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

Section 25. Record-Keeping Policy and Post-Issuance Compliance Matters. On November 15, 2010, the Council adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the City, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Council amended the Policy on August 5, 2013. The Council and the City hereby reaffirm the Policy.

Section 26. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 27. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: May 18, 2020

APPROVED: May 18, 2020

Mayor, City of Decatur
Macon County, Illinois

Recorded in City Records: May 18, 2020.

ATTEST:

City Clerk, City of Decatur
Macon County, Illinois

EXHIBIT A

FORM OF ESCROW LETTER AGREEMENT

_____, 2020

Re: City of Decatur, Macon County, Illinois
\$ _____ General Obligation Refunding Bonds, Series 2020

Ladies and Gentlemen:

The City of Decatur, Macon County, Illinois (the “City”), by an ordinance adopted by the City Council of the City on the 18th day of May, 2020 (as supplemented by a notification of sale of bonds dated _____, 2020, the “Bond Ordinance”), has authorized the issue and delivery of \$ _____ General Obligation Refunding Bonds, Series 2020, dated _____, 2020 (the “Bonds”). The City has authorized by the Bond Ordinance that proceeds of the Bonds be used to pay and redeem on December 15, 2020, \$ _____ of the City’s outstanding and unpaid [_____ Bonds, Series 20____][Promissory Note, Series 2013] (the “Prior Bonds”), maturing on December 15 of the years 20__ to 20__, inclusive (the “Refunded Bonds”).

The City hereby deposits with you \$ _____ from the proceeds of the Bonds and \$ _____ from funds of the City on hand and lawfully available (collectively, the “Deposit”) and you are hereby instructed as follows with respect thereto:

1. [Upon deposit, you are directed to hold the Deposit in an irrevocable trust fund account (the “Trust Account”) for the City to the benefit of the holders of the Refunded Bonds.] [Upon deposit, you are directed to purchase U.S. Treasury Securities [State and Local Government Series Certificates of Indebtedness] in the amount of \$ _____ and maturing as described on *Exhibit A* hereto (the “Government Securities”). You are further instructed to fund a beginning cash escrow deposit on demand in the amount of \$ _____. The beginning deposit and the Government Securities are to be held in an irrevocable trust fund account (the “Trust Account”) for the City to the benefit of the holders of the Refunded Bonds.]

2. [You shall hold the Deposit in the Trust Account in cash for the sole and exclusive benefit of the holders of the Refunded Bonds until redemption of the Refunded Bonds on _____, 2020 is made.] [You shall hold the Government Securities and any interest income or profit derived therefrom and any uninvested cash in the Trust Account

for the sole and exclusive benefit of the holders of the Refunded Bonds until redemption of the Refunded Bonds on _____, 2020 is made].

3. You shall promptly collect the principal, interest or profit from the proceeds deposited in the Trust Account and promptly apply the same as necessary to the payment of the Refunded Bonds as herein provided.

4. The City has called the Refunded Bonds for redemption and payment prior to maturity on _____, 2020. You are hereby directed to provide for and give or cause the Prior Paying Agent (as hereinafter defined) to give timely notice of the call for redemption of the Refunded Bonds. The form and time of the giving of such notice regarding the Refunded Bonds shall be as specified in the ordinance authorizing the issuance of the Refunded Bonds. The City agrees to reimburse you for any actual out-of-pocket expenses incurred in the giving of such notice, but the failure of the City to make such payment shall not in any respect whatsoever relieve you from carrying out any of the duties, terms or provisions of this Agreement.

5. You shall remit the sum of \$ _____ to [The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois][Regions Capital Advantage, Inc., Birmingham, Alabama], paying agent for the Refunded Bonds, on December 15, 2020, such sum being sufficient to pay the principal of and interest on the Refunded Bonds on such date, and such remittance shall fully release and discharge you from any further duty or obligation thereto under this Agreement.

6. You shall make no payment of fees, due or to become due, of the bond registrar and paying agent on the Bonds or the Refunded Bonds. The City shall pay the same as they become due.

7. If at any time it shall appear to you that the funds on deposit in the Trust Account will not be sufficient to pay the principal of and interest on the Refunded Bonds, you shall notify the City not less than five (5) days prior to such payment date and the City shall make up the anticipated deficit from any funds legally available for such purpose so that no default in the making of any such payment will occur.

8. Upon final disbursement of funds sufficient to pay the Refunded Bonds as hereinabove provided for, you shall transfer any balance remaining in the Trust Account to the City and thereupon this Agreement shall terminate.

Very truly yours,

CITY OF DECATUR,
MACON COUNTY, ILLINOIS

By _____
Mayor

By _____
City Clerk

[SEAL]

Accepted this ____ day of _____, 2020.

By _____
Its _____

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Decatur, Macon County, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the Council (the “Council”) thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Council held on the 18th day of May, 2020, insofar as the same relates to the adoption of an ordinance, numbered _____ entitled:

AN ORDINANCE providing for the issuance of not to exceed \$34,405,000 General Obligation Refunding Bonds of the City of Decatur, Macon County, Illinois, authorizing the sale of said bonds to to the purchaser thereof, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Council on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Council at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of said agenda as so posted being attached to this Certificate as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended and as supplemented by Executive Orders 2020-07, 2020-18 and 2020-33 (issued on March 16, 2020, April 1, 2020, and April 30, 2020, respectively), and the Illinois Municipal Code, as amended, and that the Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Council in the adoption of said ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this
18th day of May, 2020.

City Clerk

[SEAL]

[Attach Exhibit A]

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Macon, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 2020, there was filed in my office a properly certified copy of Ordinance Number _____ passed by the Council of the City of Decatur, Macon County, Illinois, on the 18th day of May, 2020 and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$34,405,000 General Obligation Refunding Bonds of the City of Decatur, Macon County, Illinois, authorizing the sale of said bonds to to the purchaser thereof, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Macon, Illinois, this ____ day of _____, 2020.

County Clerk of The County of
Macon, Illinois

[SEAL]

Financial Management

DATE: 5/13/2020

MEMO: Letter to the Decatur City Council Financial Management Department

TO: Honorable Mayor Moore Wolfe
City Council Members

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

ATTACHMENTS:

Description	Type
Council Letter	Cover Memo
Resolution	Cover Memo
Service Agreement	Cover Memo

LETTER to the DECATUR CITY COUNCIL
Financial Management Department

DATE: May 13, 2020

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing City Manager to Execute Contract Extension with First Mid Insurance Group dba JL Hubbard Insurance Agency for Employee Benefit Insurance Broker and Advisory Services

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution authorizing the City Manager to execute a three year contract extension with First Mid Insurance Group dba JL Hubbard Insurance Agency, whereas, First Mid / JL Hubbard will continue to provide the city with broker and advisory services on employee benefit matters, including healthcare, dental, vision, life insurance, disability insurance, and others.

BACKGROUND:

In early 2015, in preparation of the healthcare benefit broker and advisory contract termination between the City and AJ Gallagher / Behnke & Company) on December 31, 2015, the city engaged in a request for proposal process. A committee was formed to review, evaluate and to make a recommendation to the city council of the broker / advisor to be selected. The committee was comprised of Councilman Larry Foster, Assistant City Manager Jerry Bauer, Risk Manager Scott Clark and City Treasurer and Director of Finance Gregg Zientara.

JL Hubbard Insurance and Bonds was unanimously recommended by the committee, which was received and approved by the City Council, with JL Hubbard Insurance and Bonds commencing services as the broker and advisor to the city in employee benefit insurance matters effective June 1, 2015.

The contract provided for a two-year term covering the period June 1, 2015 to May 31, 2017, with the provision for period extension exercised at the option of the city. The original agreement was extended to May 31, 2020, by action of the City Council in Council Resolution R2017-74 dated June 5, 2017.

The city now desires to affect a contract extension of three (3) years for the period June 1, 2020 to May 31, 2023.

Additional Commentary

The relationship between First Mid / JL Hubbard and the City of Decatur has been successful and has, from a city point of view, surpassed expectations.

The city engaged JL Hubbard at a time when the city was seeking advisory services that could assist and guide the city through a re-engineering process that included the development of a plan to review, rationalize, consolidate and leverage employee benefit coverage offerings to seek insurance coverage that provided the maximum of benefits to city employees, at a minimum cost to the city. In addition, the city desired the development and implementation of a “Wellness” program, intended to provide city employees with increased healthcare opportunities in an environment that encouraged participation, leading to improved employee health awareness and eventual outcomes.

Key results achieved by the city since the engagement with First Mid / JL Hubbard, include, but are not limited to:

- Consolidation of broker / advisor services into one provider allowing the leveraging of offerings to secure maximum coverage at leveraged price points
- Implementation of new dental / vision offerings to employees, with same coverage, at less cost
- Guided the city in the creation of the “wellness program”
- Guided the city in the creation of the City’s “annual health fairs” for city employees, retirees, library employees
- Automation of the city’s annual benefit enrollment process to move from a “manual paper process” to a “internet based electronic process”, improving the efficiency of the process
- Continued guidance as we move forward in the re-engineering of new and improved employee benefit programs and offerings to city employees, retirees and connected parties.
- Guidance to the city in the healthcare clinic concept, evaluation and selection process.

POTENTIAL OBJECTION:

There are no known objections to this resolution.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCES:

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

BUDGET/TIME IMPLICATIONS:

The annual broker and advisory fee is as follows:

Period	Annual fee	
June 1, 2020 to May 31, 2021	\$ 43,708	0.0% increase from prior period
June 1, 2021 to May 31, 2022	\$ 44,800	2.5% increase from prior period
June 1, 2022 to May 31, 2023	\$ 45,920	2.5% increase from prior period

RESOLUTION NO. R2020 –

**RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT
EXTENSION WITH FIRST MID INSURANCE GROUP
DBA JL HUBBARD INSURANCE AGENCY
FOR EMPLOYEE BENEFIT INSURANCE BROKER AND ADVISORY SERVICES**

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

Section 1. That the agreement presented to the City Council herewith between the City of Decatur Illinois, and First Mid Insurance Group, dba, JL Hubbard Insurance Agency, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager, is hereby, authorized and directed to sign said agreement in substantially the same form as presented on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 18th day of May, 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

May 7, 2020

City of Decatur
1 Gary K. Anderson Plaza
City of Decatur, IL 62523

Dear Mr. Zientara,

Pursuant to our discussion, please consider this document as an extension of our original *Letter of Understanding* dated April 13, 2015 for the services provided to the City of Decatur by First Mid Insurance Group, Inc dba JL Hubbard and Bonds Insurance Agency. Our services will include but not be limited to the following as per the Request for Proposal "Scope of Services":

- ❖ Initial meeting to discuss the goals of the City of Decatur and philosophy surrounding your employee benefits
- ❖ Review of current benefit structure
- ❖ Collection and review of paid claim data
- ❖ Compile and present a full claims analysis to the City of Decatur. This includes, but is not limited to the following information:
 - Cost per employee with comparisons to national data;
 - Health care utilization information (paid claim dollars by inpatient services, outpatient services, prescription drugs, physician office visits, routine services, chiropractic services, therapies, etc);
 - Claims by diagnosis (categories derived by ICD-9 codes to target illnesses within your member population);
 - Eligibility demographics; and
 - Prescription drug analysis.
- ❖ Analyze current plan of benefits for recommendation of changes relative to cost containment, industry norms, wellness initiatives and areas of importance to the City of Decatur
- ❖ Ongoing administrative functions;
 - Quarterly reporting with claims analysis to identify key issues and trends
 - Employee claims issue resolution as needed
 - Employee education meetings as needed
- ❖ **Annual and Periodic Reporting**
 - Provide year-end review on the performance of the group self-insurance plan including summary of plan costs, costs per plan, benefits paid per type of service, etc and include discussion of trends of the plans

- Provide as agreed upon periodic financial review of the group self-insurance including actual vs. budget, aggregate and stop loss review, utilization review, contributions by employer, employee and retiree, and projected costs

❖ **Communications and Assistance**

- Attend regular and special meetings (some with as little as 2 days notice) as requested including City Council Meetings, contract negotiations, and with City staff
- Provide customer service to staff, employees and retirees to resolve provider issues including billing, claims and vendor service
- Recommend and assist City staff in developing improved communications with employees and retirees
- Assist or conduct employee educational meetings on benefit coverage and trends including providing benefit information to employees and retirees
- Assist with regular, open and new employee enrollment process including attending employee meetings, developing enrollment materials and verifying enrollment accuracy

❖ **Compliance & Resources**

- Evaluate and review plan designs to assist and ensure plans are in compliance to state and federal regulations
- Review and evaluate benefit plan documents, summary plan descriptions, contracts, required communications to employees and regulatory agencies as requested
- Provide samples of suggested language for required communications to employees and regulatory agencies
- Conduct periodic meetings and provide materials discussing practical implementation of the Patient Protection Affordable Care Act and related State of Illinois requirements
- Assist, review and evaluate compliance procedures for other programs such as COBRA and HIPAA

❖ **Marketing and Selection**

- Develop strategy to identify goals for the solicitation and selection of TPA, stop-loss insurance and related products and services
- Solicit qualified TPA's and represent the City in negotiations on issues related to costs, service, and contract terms and conditions
- Analyze and compare proposals for cost competitiveness, compliance to City needs, and value
- Evaluate proposals for service responsiveness, capabilities and performance record
- Develop recommendations to City that includes complete analysis for each proposal and identification of variations or differences in the proposals
- Recommendation will include complete discussion of why the recommended TPA and stop-loss insurance is the best value for the City
- After City approval of TPA and related products, complete everything necessary to ensure smooth transition to new benefit period

❖ **Planning and Strategies**

- Provide ongoing analysis of plan designs, cost containment strategies and cost sharing alternatives
- Review plan costs trends and develop strategies to minimize impact of future requirements of regulations
- Review and provide impact of current wellness programs
- Outline and describe additional wellness initiatives and assist with the development and implementation of the wellness programs

The intent of this Letter of Understanding is that of a working document for the Scope of Services requested. It will vary periodically as mutually agreed based on the needs of the City of Decatur benefit plans at the time.

The effective date of this extension will be an annual option of the City of Decatur beginning June 1, 2020 and ending June 1, 2023 as provided in our response to the original Request for Proposal issued by the City of Decatur and accepted by the City April 22, 2015. First Mid Insurance Group, Inc. dba JL Hubbard Insurance and Bonds Agency will continue services for the current annual agreed fee of \$43,708 effective June 1st, 2020 with an annual increase of 2.5% beginning June 1st, 2021 and June 1st, 2022 if option years are elected. This is payable in quarterly installments of \$10,927.00 at the beginning of each quarter for the option year June 1, 2020 through May 30, 2021. It is further noted that this compensation is the only compensation we will receive related to your medical insurance account. We will not accept any additional compensation from any insurance source.

Our consulting fee for this project includes not only my time, but the time and experience of our entire staff. Laura Sotelo and Stephanie Jackson will be the dedicated Account Executives that will coordinate all aspects of this project.

I am confident you will find our services of value and look forward to a long-term partnership with you and the City of Decatur. Please execute this Letter of Understanding with your signature below.

Sincerely,



Rick Semonis, CLU

Scot Wrighton, City Manager

Date:

Police Department

DATE: 5/4/2020

MEMO: 20-05

TO: The Honorable, Mayor Julie Moore Wolfe
Council Members

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

SUBJECT:

The purpose of this memorandum is to request the expenditure of funds to Superion, LLC, a Central Square Company, for the OSSI annual service agreement.

SUMMARY RECOMMENDATION:

It would be the recommendation of staff that the annual Superion-OSSI maintenance agreement, at a total cost of \$96,447.66 be paid. The agreement would be paid out according to the Intergovernmental Agreement currently in place, as follows: \$93,515.65 from Decatur Police Department line item and \$2,932.01 from Decatur Fire Department line item. The Decatur Police Department will receive contractual reimbursement from Macon County in the amount of \$15,084.41 and from the Village of Mt. Zion in the amount of \$2,150.78, for their respective contractual percentage shares. Total reimbursement to the Decatur Police Department will be \$17,235.19.

BACKGROUND:

The City of Decatur signed an annual maintenance agreement with SunGard Public Sector Inc. in October 2011. The agreement is renewed annually. The last renewal period was approved on June 17, 2019 for the commencement date of June 1, 2019 and expiring on May 31, 2020. SunGard Public Sector Inc. was acquired by, and is currently operated by, Superion LLC, a Central Square Company. The Superion Maintenance agreement provides service and maintenance to the baseline software identified in Exhibit 1 of the software maintenance agreement. The contract now needs renewed for the periods covering June 1, 2020 through May 31, 2021.

As with all software contracts, staff is negotiating to bring the contract price down; but this is essential software used by multiple agencies, so it is requested that the expenditure be authorized even though we are still trying to get the final amount reduced.

PRIOR COUNCIL ACTION:

Prior Council action has approved similar requests for prior years. Renewal in 2019 was approved under Council Resolution R2019-87.

POTENTIAL OBJECTIONS: No objections are anticipated.

STAFF REFERENCE: James E. Getz Jr., Chief of Police, 474-2745, jgetzjr@decaturil.gov and Bradley D. Allen, Police Lieutenant, 424-2740, ballen@decaturil.gov

BUDGET/TIME IMPLICATIONS:

The costs for this renewal have been budgeted in the 2020 fiscal year.

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Council Resolution	Resolution Letter
Staff Report	Backup Material
2020 Invoice	Backup Material
2020 User Agreement Fees	Backup Material
Exhibit A - License and Services Agreement	Backup Material
Exhibit B - Maintenance Agreement	Backup Material
Exhibit C - Intergovernmental Agreement	Backup Material
Exhibit D - CIRDC/Superion/COD Contract Amendment	Backup Material
Exhibit E - CIRDC/Superion/COD Access Agreement	Backup Material

DATE: 05/04/2020

MEMO: 20-05

TO: The Honorable, Mayor Julie Moore Wolfe
Council Members

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

SUBJECT: The purpose of this memorandum is to request the expenditure of funds to Superior, LLC, a Central Square Company, for the OSSI annual service agreement.

SUMMARY RECOMMENDATION: It would be the recommendation of staff that the annual Superior-OSSI maintenance agreement, at a total cost of \$96,447.66 be paid. The agreement would be paid out according to the Intergovernmental Agreement currently in place, as follows: \$93,515.65 from Decatur Police Department line item and \$2,932.01 from Decatur Fire Department line item. The Decatur Police Department will receive contractual reimbursement from Macon County in the amount of \$15,084.41 and from the Village of Mt. Zion in the amount of \$2,150.78, for their respective contractual percentage shares. Total reimbursement to the Decatur Police Department will be \$17,235.19.

BACKGROUND: The City of Decatur signed an annual maintenance agreement with SunGard Public Sector Inc. in October 2011. The agreement is renewed annually. The last renewal period was approved on June 17, 2019 for the commencement date of June 1, 2019 and expiring on May 31, 2020. SunGard Public Sector Inc. was acquired by, and is currently operated by, Superior LLC, a Central Square Company. The Superior Maintenance agreement provides service and maintenance to the baseline software identified in Exhibit 1 of the software maintenance agreement. The contract now needs renewed for the periods covering June 1, 2020 through May 31, 2021.

PRIOR COUNCIL ACTION: Prior Council action has approved similar requests for prior years. Renewal in 2019 was approved under Council Resolution R2019-87.

POTENTIAL OBJECTIONS: No objections are anticipated.

STAFF REFERENCE: James E. Getz Jr., Chief of Police, 474-2745, jgetzjr@decaturil.gov and Bradley D. Allen, Police Lieutenant, 424-2740, ballen@decaturil.gov

BUDGET/TIME IMPLICATIONS: The costs for this renewal have been budgeted in the 2020 fiscal year.

ATTACHMENTS: Superior/SunGard Public Sector Inc. Software Maintenance Agreement, Software License and Services Agreement, Inter-Governmental Agreement, 2020 Superior OSSI Invoice, 2020 Agreement Fees

RESOLUTION NO. R2020-_____

**RESOLUTION AUTHORIZING ANNUAL SERVICE AGREEMENT WITH
SUPERION, LLC, A CENTRAL SQUARE COMPANY**

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

Section 1. That the invoice presented to the City Council herewith with Superior, LLC, a Central Square Company, regarding OSSI (OneSolution) Software Annual Maintenance for the Decatur Police 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 Superior, LLC, a Central Square Company, in an amount not to exceed \$96,447.66 for the period of June 1, 2020 and expiring May 31, 2021.

PRESENTED, PASSED, APPROVED, AND RECORDED this 18th day of May 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
City Manager Scot Wrighton

From: Lt. Brad Allen

Subject: Council Resolution for Annual Maintenance Support to Superior, LLC

BRIEFING ITEM

RECOMMENDED ACTION:

Approve by resolution the payment of annual maintenance costs to Superior, LLC a Central Square Company.

BACKGROUND:

In 2011 the City of Decatur, the County of Macon and the Village of Mt. Zion mutually agreed to purchase a computer software license and services agreement from SunGard Public Sector, Inc. for a Computer Aided Dispatch System, Mobile Computer Terminals, Automatic Vehicle Location, Records Management System and Web Based Applications. The agreement was for the City of Decatur to purchase the license and services and receive reimbursement from the other entities for their pro rata share (see attached Exhibit C).

The City of Decatur, the County of Macon and the Village of Mt. Zion also mutually agreed that the City of Decatur would be responsible for the annual maintenance costs for the systems. The County of Macon and the Village of Mt. Zion mutually agreed to reimburse the City of Decatur for their pro rata share of the annual maintenance. The percent share decided upon by the parties representing each entity at the time for annual maintenance costs has not changed over the years (see attached Exhibit C).

The original Software License and Services Agreement signed by the City of Decatur can be found as attached Exhibit A.

The original Maintenance Agreement signed by the City of Decatur can be found as Exhibit B.

The annual maintenance costs have been budgeted for and approved by resolution of the Council for payment each year.

SunGard Public Sector has been acquired by Central Square Technologies and is now known as Superior, LLC, a Central Square Company.

In 2017, the Central Illinois Regional Dispatch Center (CIRDC) was formed to take over dispatching services from the City of Decatur effective January 1, 2018. As a result, the City of Decatur and the CIRDC signed a contract amendment and access agreement with Superior to separate the existing licensing agreement. Each entity also agreed to take over maintenance

costs for interface modules applicable to each entity. These agreements can be found as attached Exhibits D and E.

The 2020 annual maintenance is due, and the pending resolution has been placed on the May 18, 2020 Council agenda.

ATTACHMENTS:

Exhibit A - SunGard OSSI Software License and Services Agreement

Exhibit B - SunGard OSSI Maintenance Agreement

Exhibit C - SunGard OSSI Inter-Governmental Agreement

Exhibit D - Superior-CIRDC-City of Decatur OSSI Contract Amendment

Exhibit E – Superior-CIRDC-City of Decatur Access Agreement



Invoice

Invoice No 276890	Date 5/2/2020	Page 1 of 4
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Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 City of Decatur, IL (OSSI)
 Attn Accounts Payable
 Police Dept.
 707 South Side Drive
 DECATUR IL 62521-4021
 United States

Ship To
 City of Decatur, IL (OSSI)
 Attn Accounts Payable
 Police Dept.
 707 South Side Drive
 DECATUR IL 62521-4021
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
4154	Decatur Police Department		USD	Net 30	6/1/2020

Description	Units	Rate	Extended
Contract No. 160033			
1 ONESolution Gang - Annual Maintenance Fee Gang Tracking Module Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$0.00	\$0.00
2 ONESolution Link Analysis - Annual Maintenance Fee OSSI - Link Analysis Module Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$1,055.75	\$1,055.75
3 ONESolution Crime Analysis Plus - Annual Maintenance Fee Crime Analysis PlusNet Module Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$1,055.75	\$1,055.75
Contract No. 111267			
4 ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:6/1/2020, End: 5/31/2021	2	\$358.83	\$717.66
5 ONESolution Mobile Server Software - Annual Maintenance Fee OSSI Base Mobile Server Software Client - Up to 75 Workstations Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$6,578.42	\$6,578.42
6 ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:6/1/2020, End: 5/31/2021	65	\$211.58	\$13,752.70
7 ONESolution Mobile Field Reporting Server - Annual Maintenance Fee OSSI Review Module for Field Reporting Up to 75 Workstations Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$4,784.30	\$4,784.30
8 ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:6/1/2020, End: 5/31/2021	55	\$211.58	\$11,636.90
9 ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:6/1/2020, End: 5/31/2021	65	\$42.54	\$2,765.10



Invoice

Invoice No 276890	Date 5/2/2020	Page 2 of 4
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Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

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 City of Decatur, IL (OSSI)
 Attn Accounts Payable
 Police Dept.
 707 South Side Drive
 DECATUR IL 62521-4021
 United States

Ship To
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 Police Dept.
 707 South Side Drive
 DECATUR IL 62521-4021
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
4154	Decatur Police Department		USD	Net 30	6/1/2020

	Description	Units	Rate	Extended
10	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee OSSI - MFR Client - Accident Reporting Maintenance: Start:6/1/2020, End: 5/31/2021	55	\$106.32	\$5,847.60
11	ONESolution MCT to ACS FIREHOUSE Interface - Annual Maintenance Fee OSSI - MCT Interface to Firehouse Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$1,794.12	\$1,794.12
12	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee OSSI - MFR Client - MOBLAN Version Maintenance: Start:6/1/2020, End: 5/31/2021	25	\$106.32	\$2,658.00
13	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:6/1/2020, End: 5/31/2021	60	\$31.90	\$1,914.00
14	ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI AVL Server Host License Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$8,372.55	\$8,372.55
15	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI RMS Map Display and Pin Mapping License - 75 Workstation Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$3,189.53	\$3,189.53
16	ONESolution Crime Analysis - Annual Maintenance Fee OSSI Crime Analysis Module - Client License Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$2,657.96	\$2,657.96
17	ONESolution Accident - Annual Maintenance Fee OSSI Basic Accident Module - 5 Workstation Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$531.60	\$531.60



Invoice

Invoice No 276890	Date 5/2/2020	Page 3 of 4
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Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
4154	Decatur Police Department		USD	Net 30	6/1/2020

	Description	Units	Rate	Extended
18	ONESolution CAD to ACS FIREHOUSE RMS Interface - Annual Maintenance Fee OSSI Firehouse RMS Interface Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$1,315.68	\$1,315.68
19	ONESolution Property & Evidence - Annual Maintenance Fee OSSI Property and Evidence Module - 5 Workstation Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$1,169.51	\$1,169.51
20	ONESolution Barcoding Server License - Annual Maintenance Fee OSSI Bar Coding Server License - 5 Workstation Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$531.60	\$531.60
21	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee OSSI Bar Coding Hand-Held Client License (Each) Maintenance: Start:6/1/2020, End: 5/31/2021	5	\$339.14	\$1,695.70
22	ONESolution Notification - Annual Maintenance Fee OSSI Notification Module - 75 Workstation Maintenance: Start:6/1/2020, End: 5/31/2021	60	\$67.32	\$4,039.20
23	ONESolution Accident Wizard - Annual Maintenance Fee OSSI Accident Wizard Workstation License Client Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$1,913.73	\$1,913.73
24	ONESolution Accident Wizard Base Server License - Annual Maintenance Fee OSSI Accident Wizard Base Server License Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$1,063.18	\$1,063.18
25	ONESolution RMS OpCenter - Annual Maintenance Fee OSSI - OPS RMS Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$5,315.89	\$5,315.89
26	ONESolution CAD OpCenter - Annual Maintenance Fee OSSI - OPS CAD Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$5,315.89	\$5,315.89
27	ONESolution Police-to-Citizen - Annual Maintenance Fee OSSI Police to Citizen Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$2,657.96	\$2,657.96



Invoice

Invoice No 276890	Date 5/2/2020	Page 4 of 4
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Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

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 Attn Accounts Payable
 Police Dept.
 707 South Side Drive
 DECATUR IL 62521-4021
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
4154	Decatur Police Department		USD	Net 30	6/1/2020

Description	Units	Rate	Extended
28 ONESolution Police-to-Police - Annual Subscription Fee OSSI Police to Police Annual Subscription Fee Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$0.00	\$0.00
Contract No. 130321			
29 ONESolution Calls For Service - Annual Maintenance Fee OSSI Calls for Service Module Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$161.91	\$161.91
Contract No. 141348			
30 ONESolution RMS-Laserfiche Integration - Annual Maintenance Fee OSSI - RMS Interface to Laserfiche Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$982.51	\$982.51
Contract No. 150556			
31 ONESolution Document Scanning and Storage - Annual Maintenance Fee OSSI Document Scanning and Storage-5 Workstations Maintenance: Start:6/1/2020, End: 5/31/2021	1	\$972.96	\$972.96

Please include invoice number(s) on your remittance advice, made payable to Superior, LLC
ACH:
 Routing Number 121000358
 Account Number 1416612641
 E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal	\$96,447.66
Tax	\$0.00
Invoice Total	\$96,447.66
Payments Applied	\$0.00
Balance Due	\$96,447.66

OSSI ANNUAL MAINTENANCE AGREEMENT FEES – 2020

The total bill for 2020 is \$96,447.66

INVOICE LIABILITIES

Decatur Police pays 79.09% which is \$76,280.46

Decatur Fire pays 3.04% which is \$2,932.01

Mt. Zion PD pays 2.23% which is \$2,150.78

MSO pays 15.64% which is \$15,084.41

CUSTOMER NO. _____; CONTRACT NO. 111267

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

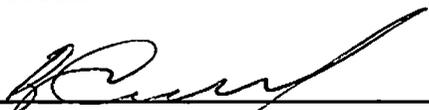
City of Decatur
333 S. Franklin Street
Decatur, IL 62523

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by December 30, 2011.

City of Decatur

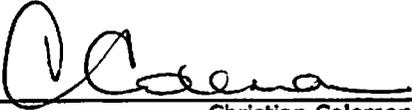
BY: 

PRINT NAME: Ryan P. McCrady

PRINT TITLE: CITY MANAGER

DATE SIGNED: 10/24/11

SunGard Public Sector Inc.

BY: 

PRINT NAME: Christian Coleman
VP and Controller, SunGard Public Sector Inc
AND TITLE: _____

DATE SIGNED: October 21, 2011

THIS AGREEMENT is made between SunGard Public Sector Inc. and Customer as of the Execution Date. The parties agree as follows:

1. Definitions.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Delivery Address" means the Customer shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means, for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Defect" means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has given SunGard Public Sector enough information

to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Exhibits."

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard Public Sector-approved non-disclosure agreement.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information

pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

2. Right to Grant License and Ownership. SunGard Public Sector has the right to grant Customer this license to use the Software. Except as otherwise indicated in a Software Supplement, SunGard Public Sector owns the Software.

3. License. Subject to the terms and conditions of this Agreement, SunGard Public Sector grants Customer a perpetual, non-exclusive, non-transferable license to use and copy for use the Software on the Equipment within the United States of America for Customer's own, non-commercial computing operations. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Source Code. SunGard Public Sector has placed the Source Code for those SunGard Public Sector-proprietary (as opposed to third party-owned) Component Systems identified in Exhibit 1 in escrow with Iron Mountain Intellectual Property Management ("Iron Mountain") pursuant to a Source Code Escrow Agreement between Iron Mountain and SunGard Public Sector ("Escrow Agreement"). SunGard Public Sector updates such Source Code escrow deposits at least one a calendar year. Such Source Code will only be made available on the release terms of the Escrow Agreement, and only to those SunGard Public Sector licensees that have elected to be named "Preferred Beneficiaries" under the Escrow Agreement by executing a Preferred Beneficiary Acceptance Form and paying Iron Mountain the beneficiary fee specified by Iron Mountain (as of the Execution Date, approximately \$700 per year). SunGard Public Sector will provide Licensee with a copy of the Preferred Beneficiary Acceptance Form at Licensee's request.

(b) Object Code. Customer has right to use the Software in Object Code form. Customer also has the right to use the Software in Object Code form temporarily on another SunGard Public Sector-supported configuration, for disaster recovery of Customer's computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software

Supplement, Customer can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

(d) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Software. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(e) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that SunGard Public Sector otherwise provides with the Software. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Software.

4. Services.

(a) Generally. SunGard Public Sector will provide Customer with the information services identified in Exhibit 1, for the fees provided in Exhibit 1.

(b) Additional Services. SunGard Public Sector can also provide Customer with additional information services, at SunGard Public Sector's then-current rates, or at such other rates as are agreed to by the parties in an amendment to this Agreement.

(c) Workmanlike Skills. SunGard Public Sector will render all services under this Agreement in a professional and workmanlike manner. SunGard Public Sector will promptly

replace any SunGard Public Sector personnel that are rendering services on-site at a Customer facility if Customer reasonably considers the personnel to be unacceptable and provides SunGard Public Sector with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement.

(d) Conditions On Providing Services. In each instance in which SunGard Public Sector is providing Customer with services, SunGard Public Sector and Customer will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard Public Sector will provide. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must assign a project manager who will assume responsibility for management of the project. Customer must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While SunGard Public Sector is providing such services, Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations, including remote access to the Equipment.

5. Delivery. Except as otherwise provided in Exhibit 1, SunGard Public Sector will deliver all Component Systems to Customer at the Delivery Address.

6. Payment and Taxes.

(a) Payment.

(i) License Fees. Fees for the Software will be due to SunGard Public Sector as provided for in Exhibit 1.

(ii) Professional Services Fees. Except as otherwise provided in Exhibit 1, fees for professional services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. Customer will reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with services under this Agreement. Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in

arrears and due within thirty (30) days from the date of invoice.

(iii) Late Charge. SunGard Public Sector will have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to SunGard Public Sector on demand.

(b) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Software, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(c) Scheduled Resource Changes: For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

(a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System, SunGard Public Sector warrants to Customer that, for a period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for or a correction of a Defect, then,

subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. **SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

(c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Customer) other than SunGard Public Sector modifies the Baseline Component System; or (ii) Customer does not implement changes that SunGard Public Sector provides to correct or improve the Baseline Component System. If despite any modification of the Component System, SunGard Public Sector can replicate the reported problem in the Baseline Component System as if the problem were a Defect, then SunGard Public Sector will nonetheless provide Customer with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Defect.

(d) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS**

AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

9. Indemnity by SunGard Public Sector. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the Software) from the use or combination of products provided by SunGard Public Sector with items provided by Customer or others. If any Component System is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright

infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to SunGard Public Sector for the Component System(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement by either party, Customer will promptly return to SunGard Public Sector or (at SunGard Public Sector's request) will destroy all copies of the Software, and will certify to SunGard Public Sector in writing, over the signature of a duly authorized representative of Customer, that it has done so.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this

Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Florida, without

reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY.

(a) **LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR.** SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY SUNGARD PUBLIC SECTOR) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

(b) **EXCLUSION OF DAMAGES.** REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF

CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1

Customer: **City of Decatur, IL**
 Delivery Address: **333 S. Franklin Street, Decatur, IL 62523**

SOFTWARE^{1, 2, 3}:

Qty	Part #	Component System	License Fee
		CAD	
1	CAD-T3	BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3	\$ 69,550.00
1	CAD-E911	E911 INTERFACE MODULE ¹	5,500.00
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	5,500.00
7	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	14,000.00
4	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	15,600.00
8	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	2,400.00
1	CAD-INT-PVI	CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE	7,500.00
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE	20,000.00
1	CAD-MJ	MULTI-JURISDICTIONAL DISPATCH OPTION	4,000.00
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE ¹	5,500.00
2	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	3,000.00
		MCT	
1	MCT-BMS-T3	BASE MOBILE SERVER SOFTWARE UP TO 75 WORKSTATIONS	27,500.00
65	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	64,675.00
1	MCT-MFR-REV-T3	REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS	22,500.00
55	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	54,725.00
65	MCT-MAP	MCT CLIENT - MAPS	13,000.00
55	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	27,500.00
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE ¹	7,500.00
25	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	12,500.00
		AVL	
60	MCT-AVL-CLIENT	MCT CLIENT - AVL	9,000.00
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE	35,000.00
8	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	16,000.00
		RMS	
1	RMS-BASE-75	BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION	108,500.00
1	RMS-MJ	MULTI-JURISDICTIONAL RMS OPTION	5,500.00
1	RMS-MAP-75	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION	15,000.00
1	RMS-CA	CRIME ANALYSIS MODULE	12,500.00
1	RMS-ACCIDENT-5	BASIC ACCIDENT MODULE - 5 WORKSTATION	2,500.00
1	RMS-P&E-5	PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION	5,500.00
1	RMS-BAR HOST-5	BAR CODING SERVER LICENSE - 5 WORKSTATION	2,500.00
5	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	7,975.00
1	RMS-NTF-75	NOTIFICATION MODULE - 75 WORKSTATION	19,000.00
60	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	9,000.00
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE	5,000.00
		WEB BASED APPLICATIONS	
1	INT-OPSRMS	OPS RMS	25,000.00
1	INT-OPSCAD	OPS CAD	25,000.00
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	0.00
1	INT-P2C	POLICE 2 CITIZEN	12,500.00
		Subtotal	\$ 697,925.00
	DISCOUNT	DISCOUNT - 100%	\$ (697,925.00)
		TOTAL LICENSE FEE	0.00

Notes to Software Table:

¹ Interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

² Note: Mobiles applications do not include AVL hardware.

SERVICES^{1, 2, 3} :

Qty	Part #	Description	Training	Installation	Project Management	Implementation	Conversion
		CAD SERVICES					
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT			\$ 14,720.00		
1	CAD-INST	BASE CAD SOFTWARE INSTALLATION		\$ 5,950.00			
1	CAD-IMPL	BASE CAD SOFTWARE IMPLEMENTATION				\$ 18,860.00	
1	CAD-MAP-CONV	MAP BASED GEOFILE GENERATION					\$ 10,000.00
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	\$ 6,400.00				
1	CAD-USR-TRN	CAD USER TRAINING	12,800.00				
		MCT SERVICES					
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			10,080.00		
1	MCT-AVL-SERV	AVL INSTALLATION AND TRAINING		2,800.00			
1	MCT-BMS-INST	INSTALLATION OF BASE MOBILE SERVER SOFTWARE		4,200.00			
1	MCT-SWI-IMPL	IMPLEMENTATION OF BASE MESSAGE SWITCH				1,400.00	
1	MCT-SWI-INST	INSTALLATION OF BASE MESSAGE SWITCH		2,800.00			
1	MCT-IMPL	MOBILE IMPLEMENTATION SERVICES				7,600.00	
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING	1,280.00				
1	MCT-TTT-TRN	MCT TRAIN THE TRAINER TRAINING	5,120.00				
1	MFR-TTT-TRN	MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING	8,960.00				
1	MFR-INST	INSTALLATION MOBILE FIELD REPORTING		2,800.00			
1	MFR-IMPL	IMPLEMENTATION FOR MOBILE FIELD REPORTING				2,800.00	
1	MCT-ADD-TRN	MCT & MFR ADD ON MODULE USER TRAINING	1,280.00				
		RMS SERVICES					
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			19,680.00		
1	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES		7,000.00			
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	6,400.00				
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES				14,920.00	
1	RMS-TTT-TRN	RMS TRAIN THE TRAINER TRAINING	11,520.00				
1	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	5,760.00				
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS				2,500.00	
		INTERNET IMPLEMENTATION SERVICES					
1	INT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			1,920.00		
1	INT-OPS-INST	OPCENTER INSTALLATION		2,800.00			
1	INT-OPS-TRN	OPCENTER TRAINING	1,280.00				
1	INT-P2C-INST	POLICE 2 CITIZEN INSTALLATION		4,200.00			
1	INT-P2P-USR-TRN	P2P USER TRAINING	520.00				
		CONVERSIONS					
1	RMS-DATACNV-HTE	DATA CONVERSION FROM HTE					27,000.00
1	RMS-DATACNV-HTE	DATA CONVERSION FROM FIELD REPORTING					20,500.00
1	CAD-DATACNV-HTECAD6	DATA CONVERSION FOR HTE CAD 6					5,250.00
			\$ 61,320.00	\$ 32,550.00	\$ 46,400.00	\$ 47,500.00	\$ 62,780.00
		Subtotal:					\$ 250,520.00
		CREDIT ³					\$ (115,332.00)
		TOTAL SEERVICES FEE					\$ 135,188.00

Qty	Part #	Custom Modifications	Custom Modification Fee
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERFA	5,000.00
	DISCOUNT	DISCOUNT - 100%	5,000.00
		Total Custom Modification Fee	0.00

Notes to Services Table:

¹ Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue.

² Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services. Costs for travel and expenses will be capped at \$20,645. This price is a "not to exceed" amount based on the Services selected by Customer at the time of the execution of this Agreement. The amount listed above will change if additional services are necessitated by changed to the scope of the project, or if Customer chooses additional services, software, or hardware following the execution of this Agreement, or if Customer fails to fulfill its duties as outlined in this Agreement.

³ Upon execution of this Agreement, SunGard Public Sector and Customer have agreed that the Add-On Quote executed between the parties hereto dated May 20, 2009 is terminated (the "CAD400 Agreement"; SunGard contract # DECA-090553) with no further obligation on the part of either party under the CAD400 Agreement. Customer has paid the amounts of \$115,332 towards license fees, training services, implementation services, and project management fees under the CAD400 Agreement. In consideration for this Agreement, SunGard Public Sector is applying the credit in the amount of \$115,332 towards the purchase of the Services listed above resulting from the termination of the CAD400 Agreement.

PAY AGENCY PRODUCTS:

Qty.	Part #	Pay Agency Products	Hardware & Software	Services	Initial Annual Maintenance
		None			
		Pay Agency Products Totals			

SUMMARY OF COSTS

	Price
Services	\$ 135,188.00
Total	\$ 135,188.00

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

The amounts noted above shall be payable as follows:

Installation: On invoice, upon completion.

Project Management: 100% on the Execution Date.

Training Fees: On invoice, as incurred.

Conversion Fees: 100% on the Execution Date

Implementation Services Fee: 50% on the Execution Date; 50% on invoice, upon completion.

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Public Sector supports the Software. Customer acknowledges that certain Component Systems of the Software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the Equipment so that SunGard Public Sector can confirm that it is a configuration on which SunGard Public Sector supports use of the Software.

NOTICE: To use any of the Software, Customer must also obtain, install on the Equipment and maintain SunGard Public Sector-supported versions of certain software products and software/hardware peripherals. By this notice, SunGard Public Sector is advising Customer that Customer should consult with its SunGard Public Sector Professional Services representative to obtain a written listing of such necessary software products and software/hardware peripherals. General Project Conditions are as follows:

GENERAL PROJECT CONDITIONS

General Project Conditions - Applies to Entire Project

- Item 1:** This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.
- Item 2:** The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network.
- Item 3:** SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:
- a. 1 Gb CAT5 (LAN) or Fiber (WAN)
 - b. 100 Mb CAT5 (LAN) or Fiber (WAN)
 - c. 10 Mb CAT5 (LAN) or Fiber (WAN)
 - d. Line of Site Technology
- Item 4:** If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.
- Item 5:** If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.
- Item 6:** The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.
- Item 7:** SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor.

Item 8: In acquiring SunGard Public Sector's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:

- i. Dedicated Line
- ii. Any encryption to meet State and FBI requirements
- iii. DSU to State
- iv. Any wireless carrier charges and setup
- v. Any installation Charges
- vi. Recurring charges or costs
- vii. Surcharges by the State

Item 9: The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. SunGard Public Sector recommends the use of an enterprise level Master UPS and external generator for full power backup.

Item 10: SunGard Public Sector software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by SunGard Public Sector.

Item 11: Virtual Environment Platform

Infrastructure Overview.

The server hardware may be made up of physical servers, virtual servers (using VMware ESX), or a combination of the two, provided, however, that following conditions apply.

Customer and VMware are responsible for selecting the appropriate VMware application software and solution.

VMware supports a set of certified operating systems and hardware. Customer and VMware are responsible for any interactions and/or issues that arise at the hardware or operating system layer as a result of their use of VMware.

The use of a VMware virtual machine adds software overhead, which may impact performance or scalability. Any statements made by SunGard Public Sector on expected product performance on a hardware platform cannot be interpreted to apply to a virtual machine running on the same hardware platform. Customer must allocate at least an equivalent amount of virtualized resources to the OSSI systems in order to address performance issues. The VMware organization can provide information on how to tune your environment to maximize the performance within a virtual machine. If a performance issue is reported, the VMware layer, as well as the software, will be suspect in the research. Any research required on the VMware performance will be the responsibility of the Customer.

SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system.

Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.

DESCRIPTIONS:

Part Number: CAD-T3
Description: BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3
Long Description: Computer Aided Dispatch Includes:
Single-Jurisdictional CAD for Police, Fire, and/or EMS
Call Taking and Dispatching Functions
Tabular Geo-File Subsystem (without maps)
Business and Sites Subsystem
Unit Recommendation Subsystem
Premise/Alert and Hotspots Subsystems
Four (4) Call Taker/Dispatcher Console Licenses

Part Number: CAD-E911
Description: E911 INTERFACE MODULE
Long Description: The E911 Interface allows SunGard Public Sector's CAD to communicate to the E911 controller's ANI/ALI serial port.

The Customer must provide an RS232/serial cable (with accurate pin-outs) from their E911 ANI/ALI controller's CAD port to the CAD server's serial port. The Customer must also provide SunGard Public Sector with accurate ANI/ALI interface data formats from their E911 vendor that defines the data stream characters and their stop and start positions.

Part Number: CAD-MAP
Description: FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE
Long Description: First OASIS Map Display and Map Maintenance Software License for a CAD Workstation Includes:
Pin Mapping of Calls for Service Data
Map Editing and Maintenance software (training not included)
Map Display for One Workstation

This does not include any GIS data, related attribute data, ortho photography or digitizing services. Should the Customer elect to maintain their maps with OASIS, they should use this license exclusively as a map editor and not as a CAD display license. Therefore, another CAD Map Display license would be required for the first CAD workstation.

Part Number: CAD-MAPD
Description: ADDITIONAL CAD MAP DISPLAY LICENSE
Long Description: An additional license, in addition to the number of map console licenses in the base CAD system, is required for each additional call taker and dispatch console/workstation to display maps with SunGard Public Sector's CAD system. Each license represents one workstation, not concurrent user.

Part Number: CAD-CON
Description: ADDITIONAL CAD CONSOLE LICENSE
Long Description: An additional license, in addition to the number of console licenses in the base CAD system, is required for each call taker and dispatch console/workstation to operate SunGard Public Sector's CAD system.

Part Number: MCT-MIS
Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH
Long Description: A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard Public Sector's Message Switch.

The Message Switch Client provides the following functions:
Workstation-to-workstation messaging
Mobile-to-workstation messaging (if mobile applications are licensed)
SunGard Public Sector's standard State/NCIC queries

Part Number: CAD-INT-PVI
Description: CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE
Long Description: SunGard Public Sector (OSS) supports interfacing with Pictometry® Visual Intelligence (PVI) mapping. This Interface allows the Computer Aided Dispatch (CAD), CAD Resource Monitor (CRM), or Mobile Communications Terminal (MCT) to pass coordinate information to the PVI application. The PVI application then processes and displays the appropriate PVI color aerial photo's of the location. The PVI application provides multiple oblique angle views of a specific location. This means that the photos are shot at an angle instead of the traditional straight down photo. The PVI application allows the user to measure and analyze any visual object in the PVI photo (homes, buildings, fire hydrants, etc). This information can then be used for strategic incident planning during a major event or for preplanning purposes.

Part Number: MCT-SWI
Description: STATE/NCIC MESSAGING SOFTWARE

Long Description: The Message Switch software includes a query interface from the SunGard Public Sector Application to the State computer system and to the FBI/NCIC system via the state system.

The Message Switch will allow for the following functions:

- Workstation-to-Workstation messaging
- State/NCIC query interface directly from the Data Entry window
- Automatic State/NCIC query on license plates from CAD
- Responses from the State will come back to the user in the message queue

The Message Switch must run on Windows 2000 Server or higher, not a Workstation, due to Client Access License limitations of the workstation. PC Anywhere and an external modem are required on the Message Switch server. The Message Switch supports basic State/NCIC queries. All State/NCIC data entry functions must be performed with state supplied software or technology.

Part Number: CAD-MJ

Description: MULTI-JURISDICTIONAL DISPATCH OPTION

Long Description: The multi-jurisdictional dispatch option allows SunGard Public Sector's CAD system to dispatch for multiple jurisdictions.

Part Number: CAD-FIREHOUSE

Description: FIREHOUSE RMS INTERFACE

Long Description: The Firehouse interface allows CAD to provide Firehouse software a one direction transfer of data for call incident number, units and associated times. SunGard Public Sector's CAD creates tables within a specified directory which Firehouse may then import into their application. Firehouse application software does not provide any data to CAD.

Part Number: CAD-MRM

Description: CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS

Long Description: CAD Resource Monitor (CRM) with maps is a limited read only version of CAD that allows the Customer to view CAD activity and various calls for service reports. CRM requires that the workstation be connected to minimally a 100 MB LAN. The quantity of one (1) means one workstation software license. To have this product with mapping functionality, base CAD maps must be operational with SunGard Public Sector's CAD System.

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT

Long Description: CAD project management includes professional services from SunGard Public Sector for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.

Part Number: CAD-INST

Description: BASE CAD SOFTWARE INSTALLATION

Long Description: The CAD installation includes the installation of SunGard Public Sector's standard CAD application software on the Customer's server(s). This price includes the configuration of up to three (3) CAD workstations on the Customer's LAN for SunGard Public Sector's application software. SunGard Public Sector prefers the CAD server(s) to be shipped to SunGard Public Sector's office in High Point, NC to provide these services.

Unless otherwise stated within the quote, the Customer will install and configure the operating system software (Windows 2000 or higher), install all 3rd party software (i.e. Veritas Open File Manager, PC Anywhere and FoxPro) on the respective file servers and workstations using SunGard Public Sector's setup configuration. Customer is responsible for installation and configuration of the Local Area Network.

SunGard Public Sector can provide an optional quote to provide the above listed services.

Part Number: CAD-IMPL

Description: BASE CAD SOFTWARE IMPLEMENTATION

Long Description: The CAD Implementation includes Quality Assurance, Audits, and Go Live Assistance.

QA services to assist with the CAD implementation.

Review Customer's data at SunGard Public Sector's office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their CAD support files.

Three (3) SunGard professionals (1 QA, 1 Training, and 1 Technical Services) to be on-site when the base CAD System goes live as determined by the project plan.

Part Number: CAD-MAP-CONV

Description: MAP BASED GEOFILE GENERATION

Long Description: This service includes:

" Programming and consulting services to assist the customer in generating the initial CAD Geo-File centerline in SunGard Public Sector's proprietary (OASIS) format.

" Programming and consultation services to assist the customer in generating the initial polygon and general view layers in SunGard Public Sector's proprietary (OASIS) format.

" Programming and consultation services to assist the customer in generating an ortho photography layer. Ortho photographs are aerial pictures that can be displayed as a mapping layer. SunGard Public Sector will assemble the ortho tiles and create a reference database file that will be used by the SunGard Public Sector product line. SunGard Public Sector will install the ortho's on the clients CAD Server. Accepted ortho files formats are SID, TIFF, JPG and BMP. The customer is responsible for providing ortho source files to SunGard Public Sector.

" SunGard Public Sector will perform three (3) detailed reviews of the customer's centerline data at SunGard Public Sector's office during project implementation. The objective of this review is to identify suspicious data elements in the customer's centerline that may be of issue when used with CAD. Examples include missing ranges, overlapping addresses, reversed ranges, etc. The customer is provided with a summary report and supplemental Excel reports that help identify the suspicious data. These audits are only a tool to be used by the customer and are not intended to be a substitute for customer data testing and verification. Audits occur at 10%, 50% and 90% of project completion. Additional requested audits are subject to additional professional charges.

Special Notes

" SunGard Public Sector supports converting ESRI E00, ESRI Shape or MapInfo source data.

This service assumes the customer provides SunGard Public Sector all required GIS layers and associated data elements (attribute data) and that SunGard Public Sector is not required to provide any digitizing services. This is an estimate of the services needed, to determine the final conversion costs SunGard Public Sector would need to first evaluate the customer's GIS data.

" All delays in the project caused by defects of data will be the sole responsibility of the Customer. SunGard Public Sector shall not assume any liability for any and all errors associated with the converted GIS resources.

" The customer is responsible to correct all errors and ensuring the accuracy of all GIS provided data.

" The customer is responsible to digitize all required map layers to support the public safety GIS-based CAD and RMS subsystems.

" The customer is responsible for the validation of all map line work, attribute information and related data as well as providing resources to field verify all of the GIS data.

NOTICE OF SUNGARD PUBLIC SECTOR'S DEPENDENCY ON CUSTOMER'S GIS DEPARTMENT:

SunGard Public Sector's ability to provide conversion services relating to Geographic Information System (GIS), maps or geographic analysis, etc. is contingent on the Customer providing SunGard Public Sector with the resources and data defined in SunGard Public Sector's CAD Map Resource Guide that is incorporated into this agreement as an Exhibit.

The Customer shall provide SunGard Public Sector with a centerline file that contains the following: Block ranges (address ranges are required)

Street names

Street prefixes

Street suffixes

Jurisdiction/City Code

X/Y Coordinate Pairs for each street segment (referred to as ARCS by ARCINFO)

The Customer is responsible for the accuracy of the street inventory and for the accuracy of all attribute data associated with street segments. Examples of such accuracy include:

Missing streets

Missing street segments

Missing intersections

Errors in street names, street prefixes, street type, etc.

Part Number: CAD-MNT-TRN

Description: CAD MAINTENANCE TRAINING

Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = up to 5 days.

SunGard Public Sector recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: CAD-USR-TRN

Description: CAD USER TRAINING

Long Description: Training for end-users (10 people max.) on base CAD. Topics include navigation, call-processing, dispatching, searching, and reporting. Class duration = up to 10 days.

Part Number: MCT-BMS-T3

Description: BASE MOBILE SERVER SOFTWARE UP TO 75 WORKSTATIONS

Long Description: Server license of SunGard Public Sector's Mobile Server Software to support up to 75 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard Public Sector's CAD and RMS databases.

Part Number: MCT-CLIENT

Description: MCT CLIENT - DIGITAL DISPATCH

Long Description: Workstation license for the application software for the mobile unit allows the unit to receive and transmit digital (silent) dispatching, car-to-car and car-to-console messaging, premises and call information, magstripe reading (where available), perform local, State and NCIC queries, and receive search information and mugshots from RMS.

Any additional hardware must be purchased separately.

Part Number: MCT-MFR-REV-T3

Description: REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS

Long Description: The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

This module supports up to 75 Mobile Units registered in the Message Switch (not concurrent mobile users).

Part Number: MCT-MFR-OFF

Description: MFR CLIENT - BASE INCIDENT/OFFENSE

Long Description: The Incident/Offence Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each Module (Incident, Supplements and Field Contacts) to capture narrative.

Part Number: MCT-MAP

Description: MCT CLIENT - MAPS

Long Description: Provides the ability for officers to view maps, automatically display the location of a CAD event, and view multiple layers of the same map available in CAD. Maps also allow officers the ability to pin map mobile search results.

This module is a prerequisite for SunGard Public Sector's Automatic Vehicle Locator (AVL) Module.

Part Number: MCT-MFR-ACC

Description: MFR CLIENT - ACCIDENT REPORTING

Long Description: Allows officers using SunGard Public Sector's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing SunGard Public Sector's crash wizard and Microsoft Visio.

Part Number: MCT-INT-FHS

Description: MCT INTERFACE TO FIREHOUSE

Long Description: OSSI MCT supports the ability to request Occupancy data from within the FireHouse® package. The objective of this interface is to give MCT units access to specific occupancy data stored in FireHouse Software® while responding to emergencies. Units will be provided with critical real time preplan data while en route and on scene.

Part Number: MCT-MFR-MBLN-CLIENT

Description: MFR CLIENT- MOBLAN VERSION

Long Description: Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each module (Incident, Supplements and Field Contacts) to capture the narrative and also provides spell check capability.

Part Number: MCT-AVL-CLIENT

Description: MCT CLIENT - AVL

Long Description: SunGard Public Sector's Automatic Vehicle Locator (AVL) software for the mobile computer allows the user to have a "moving map display" in the vehicle and transmit their location back to CAD. CAD users are able to display and track vehicles equipped with SunGard Public Sector's AVL.

Part Number: MCT-AVL-HOST

Description: AVL SERVER HOST LICENSE

Long Description: This is the CAD Server License of SunGard Public Sector's Automatic Vehicle Locator (AVL) software.

Part Number: MCT-AVL-CAD

Description: CAD CLIENT AVL LICENSE

Long Description: SunGard Public Sector's Automatic Vehicle Locator (AVL) software for the CAD workstation allows the communicator to view/track/find mobile units in the field. This product requires that the customer purchase maps.

Part Number: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the Customer's Project Manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.

Part Number: MCT-AVL-SERV

Description: AVL INSTALLATION AND TRAINING

Long Description: One day on-site for installation and training of AVL. Training includes instruction for system administrators (4-6 people max.) on setting up and maintaining AVL, as well as instruction for end-users (10 people max.) on using the application.

Part Number: MCT-BMS-INST

Description: INSTALLATION OF BASE MOBILE SERVER SOFTWARE

Long Description: Installation of the base mobile server software includes configuration, setup, and testing on Customer's server for mobile applications.

Technical services for server build, ensure communications are working, connect to the message switch, and configure with mobile communications.

QA services for application support and configuration to other applications.

Also includes Maintenance Training and the installation of the digital dispatch/Mobile Field Reporting application software on up to five (5) mobile computers.

Part Number: MCT-SWI-IMPL

Price: \$1400

Description: IMPLEMENTATION OF BASE MESSAGE SWITCH

Long Description: One (1) day of technical services to configure for State Access and to conduct Maintenance Training.

Part Number: MCT-SWI-INST

Description: INSTALLATION OF BASE MESSAGE SWITCH

Long Description: Installation and setup of SunGard Public Sector's Base Message Switch application software.

The Message Switch must run on Windows 2000 Server or higher.

Part Number: MCT-IMPL

Description: MOBILE IMPLEMENTATION SERVICES

Long Description: SunGard Public Sector technical services for MCT system/data verification after the system administrator training and the code tables are built. This includes a SunGard Public Sector representative on site the day MCT goes live.

Includes on-site Technical Services; QA testing prior to user training; and on-site go-live.

Part Number: MFR-MNT-TRN

Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include setting up the MFR application on the server and laptops, report submission and approval, and key interactions with RMS. Class duration = up to 1 day.

Part Number: MCT-TTT-TRN

Description: MCT TRAIN THE TRAINER TRAINING

Long Description: Four (4) days of on-site training assistance designed to prepare agency training staff for conducting MCT User Training. OSSI Training Specialist provides one (1) day of set-up, one (1) day of instruction on MCT followed by two (2) days of consulting, including observing and providing feedback to agency trainers.

Part Number: MFR-TTT-TRN

Description: MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING

Long Description: Seven (7) days of on-site training and assistance designed to prepare agency training staff for conducting MFR User Training. OSSI Training Specialist provides one (1) day of set-up, three (3) days of instruction on MFR followed by three (3) days of consulting, including observing and providing feedback to agency trainers.

Part Number: MFR-INST

Description: INSTALLATION MOBILE FIELD REPORTING

Long Description: Two (2) days of QA services to install and configure OSSI MFR. Includes install and configuration of add on modules.

Part Number: MFR-IMPL

Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING

Long Description: QA services to test OSSI MFR.

Part Number: MCT-ADD-TRN

Description: MCT & MFR ADD ON MODULE USER TRAINING

Long Description: Training for MCT and MFR Add-on Modules to include:

One (1) day of Accident Reporting

Part Number: RMS-BASE-75

Description: BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION

Long Description: SunGard Public Sector's Client Server Version of RMS (requires Microsoft's Windows 2000 Server or higher) includes:

- Incident/Offense Module
- CrimeMatch Reporting
- Arrest Module
- Warrants Module
- UCR Property Management
- Master Name Module
- Master Vehicle Module

Master Location Module (Requires either tabular or GIS-based Geo-File Module be Licensed)
Case Management Module
Daily Bulletin
Employee Demographics Module
Off Duty Employment Tracking Module
Standard Traffic Citation Module
Standard Traffic Warning Module
Miscellaneous Cash Receipts Module
State Specific IBR or UCR Reporting Module
Field Contact Module

Part Number: RMS-MJ

Description: MULTI-JURISDICTIONAL RMS OPTION

Long Description: This allows SunGard Public Sector's Records Management System to store and retrieve records for multiple jurisdictions using one server.

Part Number: RMS-MAP-75

Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION

Long Description: Provides the ability to pin map locations from SunGard Public Sector's PISTOL Records Management System searches and view multiple layers. Requires Mapping Geo-file generation and a license of the first map view. This requirement may be filled by mapping from CAD.

Part Number: RMS-CA

Description: CRIME ANALYSIS MODULE

Long Description: The Crime Analysis Module provides the ability to pin map events from one or more OSSI RMS application modules simultaneously and identify high crime areas within defined geographic polygon regions. This product includes several forecasting and time series tools. These features will provide agencies with powerful investigative information that can save personnel hours and assist in identifying resource deployment strategies based upon historical events.

Site license for Crime Analysis (pin mapping multiple modules, Time Analysis and ComStat).

Part Number: RMS-ACCIDENT-5

Description: BASIC ACCIDENT MODULE - 5 WORKSTATION

Long Description: The Accident Module provides the ability to capture basic crash related data elements and crash diagrams from accidents and replicate the information to the state specific form for printing.

Part Number: RMS-P&E-5

Description: PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION

Long Description: Includes software to track and keep inventory of property stored in an evidence environment. The software is bar code compliant; however, bar code software and hardware is not included.

Part Number: RMS-BAR HOST-5

Description: BAR CODING SERVER LICENSE - 5 WORKSTATION

Long Description: Bar-Coding Host allows client to communicate to host server and with the Property and Evidence module.

Part Number: RMS-BAR-CLIENT

Description: BAR CODING HAND-HELD CLIENT LICENSE (EACH)

Long Description: SunGard Public Sector's Bar-coding Client Software allows for the following business functions: Batch processing, including transfers, dispositions, chain of custody transactions and inventory functions. License is per workstation.

Part Number: RMS-NTF-75

Description: NOTIFICATION MODULE - 75 WORKSTATION

Long Description: The Notification module allows a user to create system rules that will notify a list of recipients when certain data related activities have occurred within RMS. Such activities might include a person viewing a record, changing a specific data element on a record, or a entering a new record into the system. Along with an optional audible alert, notification 'hits' will be displayed on the recipients' desktop at login and at user defined intervals during the user session. This module requires an additional day of training.

Part Number: RMS-WIZ-CLIENT

Description: ACCIDENT WIZARD WORKSTATION LICENSE

Long Description: This provides the accident drawing wizard per workstation license. Visio 2000 standard edition or higher is required on each workstation or laptop.

Part Number: RMS-WIZ-BASE

Description: ACCIDENT WIZARD BASE SERVER LICENSE

Long Description: This provides the Accident Drawing Wizard Server License. This module is required to provide the ability to use the wizard on any workstation, mobile or on the LAN.

Part Number: RMS-CUST-MOD

Description: RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS

Long Description: SunGard's electronic accident submission interface for Illinois will submit accidents from SunGard's RMS to the state of Illinois in the state provided XML format. This submission takes place on a daily basis. The customer is responsible for providing the network connectivity to the state of Illinois. ***All costs provided by SunGard regarding new development or modifications are costs for SunGard Public Sector's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard Public Sector's pricing.***

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the customer.

Part Number: RMS-INST

Description: BASE RMS SOFTWARE INSTALLATION CHARGES

Long Description: Includes setting up the server with OS and appropriate databases. Also includes the installation of the base OSSI RMS and OSSI P2P application software on the server. This service also includes the configuration of up to five (5) RMS workstations for the RMS application software once on site and operational within the Customer's network. SunGard will train the system administrator on this procedure so that they are self-sufficient in this area and they can install the software on the remaining workstations.

Part Number: RMS-MNT-TRN

Description: RMS MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include selecting application settings and building code tables. Class duration = up to 5 days.

SunGard Public Sector recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: RMS-IMPL

Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES

Long Description: This includes Audit, Support during implementation, and Go Live Assistance.

Review Customer's data at SunGard Public Sector's OSSI office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their RMS support files.

QA support for assistance with implementation.

Two (3) SunGard professionals (1 QA, 2 Training) to be on-site when the base RMS System goes live as determined by the project plan.

Part Number: RMS-TTT-TRN

Description: RMS TRAIN THE TRAINER TRAINING

Long Description: Nine (9) days of on-site training and assistance designed to prepare agency training staff for conducting RMS User Training. OSSI Training Specialist provides 4 days of instruction on RMS followed by 4 days of consulting, including observing and providing feedback to agency trainers, and 1 day for set-up.

Part Number: RMS-ADD-TRN

Description: RMS ADD-ON MODULE USER TRAINING

Long Description: Training for Add-On OSSI RMS Modules to include:

1 day for Crime Analysis
1 ½ days for Property and Evidence
2 days for Accident Module

Part Number: RMS-IMPL

Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES -ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS

Long Description: This includes Audit, Support during implementation, and Go Live Assistance.

Review Customer's data at SunGard Public Sector's OSSI office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their RMS support files.

QA support for assistance with implementation.

Two (3) SunGard professionals (1 QA, 2 Training) to be on-site when the base RMS System goes live as determined by the project plan.

Part Number: INT-OPSRMS

Description: OPS RMS

Long Description: OpsRMS is a browser-based application that provides remote view-only access to the Customer's SunGard Public Sector Records Management System. The application provides a secure method for a Customer to search names, vehicles and incidents.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: INT-OPSCAD

Description: OPS CAD

Long Description: OpsCAD is a browser-based application that provides remote view-only access to the Customer's SunGard Public Sector Computer Aided Dispatch system. The application provides a secure method for the Customer to view open/active calls, available/active units, and search event history. If the Customer's SunGard Public Sector CAD system has maps, then the active calls can be displayed graphically on a remote map.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: RMS-P2P

Description: POLICE TO POLICE INTERNET DATA SHARING

Long Description: SunGard Public Sector's OSSI Police to Police (P2P) application is a browser-based solution that enables public safety agencies to share information from their

Records Management System while maintaining complete control over their own RMS.

Currently, this functionality includes:

- Base Name Query
- Base Incident Query
- Base Pawn Query
- Base Vehicle Query
- Base Property Query
- Mugshots with Line-ups
- Basic first-level involvements plus detail page views of many involvements

Each Site must provide the following:

- Each site must have a firewall that is approved by SunGard Public Sector.
- Each site must have a constant Internet connection to a Windows 2000 Workstation or Server (minimum 256kbps Bandwidth), not a dial-up to host their data.
- Each site must provide PCAnywhere access to the desktop of the server above for SunGard Public Sector to support via the Internet.

Part Number: INT-P2C

Description: Police 2 Citizen

Long Description: Police to Citizen (P2C) is an Internet based application for citizens to search information posted by the agency. Citizens can search accident reports, view daily bulletin and missing persons, view the Customer's calendar of events, and report basic incidents. This application is easily customizable to the Customer's preference, allowing the agency to quickly change graphics and the information that is displayed on the portal.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

Part Number: INT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

Long Description: Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the customer.

Part Number: INT-OPS-INST

Description: OPCENTER INSTALLATION

Long Description: Includes one day of installation for SunGard Public Sector's OpCenter application.

Part Number: INT-OPS-TRN

Description: OPCENTER TRAINING

Long Description: Training for end-users (up to 10 people) on OpCenter. Topics include viewing CAD and/or RMS data. Class duration = up to 1 day.

Part Number: INT-P2C-INST

Description: POLICE 2 CITIZEN INSTALLATION

Long Description: Includes the installation of SunGard Public Sector's Police to Citizen (P2C) application on the P2C server.

Part Number: INT-P2P-USR-TRN

Description: P2P USER TRAINING

Long Description: Training for end-users (up to 10 people) on P2P. Topics include submitting and viewing results of queries, as well as key interactions with RMS. Class Duration = up to 4 hours.

Part Number: RMS-DATACNV-HTE

Description: DATA CONVERSION FROM HTE

Long Description: SunGard will convert data from the following CRIMES modules to the corresponding OSSI RMS module:

Master Names

Incident

Adult and Juvenile Arrest

Evidence

Field Interview

Citation

Accident

In addition, SunGard will convert Customer's CAD calls for service records to the RMS Calls for Service Module.

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

Part Number: RMS-DATACNV-HTE

Description: DATA CONVERSION FROM FIELD REPORTING

Long Description: SunGard will convert data from the following Field Reporting modules to the corresponding OSSI RMS module

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

Part Number: CAD-DATACNV-HTECAD6

Description: DATA CONVERSION FOR HTE CAD 6

Long Description: SunGard will convert data from the following HTE CAD 400 or CAD 6 modules to the corresponding OSSI CAD module:

Call History

Sites

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan.

Number of Software Supplements Attached: 3

GIS SOFTWARE SUPPLEMENT

Customer is solely responsible for providing SunGard Public Sector with accurate and complete data in connection with any Component Systems and SunGard Public Sector services relating to Geographic Information Systems ("GIS"), maps or other geographic analysis.

Customer must provide SunGard Public Sector with accurate GIS resources and accurate data in an ASCII EOO format file or Shape (SHP) format file for street centerlines containing:

- Block ranges (**address ranges are required**)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code
- X/Y Coordinate pairs for each street segment (referred to as "ARCS" by ARCINFO)

Customer, and not SunGard Public Sector, is solely responsible for the accuracy of Customer's street inventory and all attribute data associated with street segments. Common data errors and inaccuracies include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes and street type

Without limiting Customer's obligation to provide accurate data, SunGard Public Sector will return to Customer a list of the logical errors discovered by SunGard Public Sector when Customer's street inventory and attribute data are reviewed by SunGard Public Sector's editing/data validation utility tool ("Validation Tool"). The Validation Tool checks for the following logical errors:

- Address range undershoots
- Address range overshoots
- Missing street names
- Missing street ranges

Customer, and not SunGard Public Sector, is solely responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

DATA ACCESS SUBSCRIPTION SUPPLEMENT

1. Additional Definitions.

"Agency" means any law enforcement organization that hosts an Agency Database on its own computer system and that makes its Agency Database available for query and retrieval access by other law enforcement agencies having a public service interest in obtaining the information contained on that Agency Database.

"Agency Database" means a compilation of data related to law enforcement, public safety or emergency activities, events or records, made available by an Agency for remote, electronic access. Each Agency maintains sole control over the nature and extent of access to its own Agency Databases.

"Data Sharing Network" means the combination of hardware, software and Agency Databases that enable Agencies to exchange data electronically through Internet protocols.

"Security System" means the combination of a User ID, an Agency Code and a password that uniquely identifies each individual using the Data Sharing Network, and that is required in order for such individual to obtain access to the Server and Agency Databases via the Server.

"Server" means the computer system maintained and operated by SunGard Public Sector, and through which Users obtain remote access to Agency Databases.

"User" means Customer, and includes for purposes of this Supplement the User's employees and agents on a "need to know" basis. Where the Exhibit 1 to which this Supplement is attached identifies a limitation on the number of "Sworn Officers," the term "User" shall mean only that quantity of sworn police officers or State/NCIC query-certified officers employed by User. For the avoidance of doubt, no license is deemed granted to any person meeting the definition of "User" other than Customer itself. The right that any other User acting for on behalf of Customer has pursuant to this Supplement is derivative of Customer's right of use.

2. Access Subscription to Data Sharing Network. In connection with Customer's license to use the RMS Component Systems as otherwise provided for in the Agreement, Customer, as the "User," is also obtaining a subscription to access and use the Data Sharing Network, subject to the following additional terms and restrictions:

- a. For the term provided for in Section 2(b) below, Customer will have the right to access the Server to participate in and use the Data Sharing Network. Customer's subscription to use the Data Sharing Network (the "Subscription") permits Customer to send queries and to receive information from Agency Databases made available by other participating Agencies. In connection with the Subscription:
 - i. User may create on-line or printed reports of information retrieved from Agency Databases, and reproduce, reformat, print, display and distribute internally such reports, consistent with User's normal internal procedures.
 - ii. Notwithstanding the foregoing, User is prohibited from copying, distributing or displaying any information obtained from the Data Sharing Network for commercial sale, redistribution, broadcast or transfer, or to otherwise use such information in breach of any duty of confidentiality or privacy; and further, User is prohibited from allowing any other person or entity from using the information in any manner that is prohibited by the terms of this Supplement.
 - iii. User shall not, nor authorize or enable anyone else to, access the Server or use the Software or Data Sharing Network except as expressly permitted in this Supplement.

- b. The Subscription will be co-terminus with the term during which Customer is a subscriber to "Improvements" for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement entered into by the parties on or about the Execution Date. For the avoidance of doubt, neither Customer nor any User having access to the Data Sharing Network pursuant to Customer's Subscription will have any right to access the Data Sharing Network if Customer is no longer a subscriber to Improvements for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement.

3. Security System. User has sole responsibility and liability for the use and security of all user IDs, Agency Codes and passwords provided by it to any individual. User will comply with all policies and procedures established by SunGard Public Sector from time to time related to the issuance, validation and use of individual passwords. User will promptly notify SunGard Public Sector of the identity of the individual assigned to a particular password, of the cancellation or expiration of a password, and of the loss or misuse of any password or other Security System element. All passwords are subject to cancellation or suspension by SunGard Public Sector at any time and without notice, if SunGard Public Sector has reason to believe that a password has been or is being utilized in any manner or for any purpose not expressly authorized under this Supplement.

4. Services. Each Agency Database and all information available through the Data Sharing Network is created by and is under the care, custody and control of, the individual Agencies that makes the same available to the Data Sharing Network. **SUNGARD PUBLIC SECTOR DISCLAIMS ALL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE CONTENT OF ANY AGENCY DATABASE OR RETRIEVED INFORMATION, FOR ITS ACCURACY, COMPLETENESS OR TIMELINESS OR FOR ANY DELAY OR NON-AVAILABILITY OF THE DATA SHARING NETWORK OR ANY DATA THEREIN. USER ACCEPTS SOLE RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS AND TIMELINESS OF SUCH CONTENT, FOR ITS AVAILABILITY AND FOR ANY USE TO WHICH IT IS PUT OR RESULTS OBTAINED THEREFROM. CUSTOMER AGREES AND UNDERSTANDS THAT SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION USED, ACCESSED OR PLACED ON ANY AGENCY DATABASE, AND SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION THEREWITH.**

5. User Responsibilities.

- a. User is responsible for procuring, installing, and operating the individual computers used to access the Server, for providing a proper physical environment and remote access for such computers, for obtaining and installing an SunGard Public Sector-approved firewall and security system, for securing a dedicated Internet connection sufficient to meet User's data access needs and for providing such training and ongoing support services for individual users.
- b. User is solely responsible for adopting and maintaining procedures and security measures in connection with its use of the Data Sharing Network, any Agency Databases that it maintains, and in connection with any Agency Databases that it accesses. SunGard Public Sector has no responsibility and/or liability whatsoever for any: (1) security breaches or unauthorized access to the Data Sharing Network or to User's system, (2) interruption, delay, errors, or omissions of or in any Agency Database, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, (3) provision for identification and correction of errors and omissions, (4) preparation and storage of backup data, and (5) replacement or reconstruction of lost or damaged data or media. User is advised to maintain alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.

- c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements.
- d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.
- e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).

6. Agency Database Sharing. As part of the Subscription, Customer, as User, agrees to make its Agency Databases available to the Data Sharing Network. User shall host such Agency Databases on its server and shall cooperate if and when SunGard Public Sector, at its sole discretion, implements minor modifications reasonably required to provide Agency Database compatibility with and accessibility to the Data Sharing Network. Notwithstanding the foregoing, this Section 6 is not applicable where User has purchased a Non-RMS (view only) license and shall not be sharing any data on the P2P network (querying data from other agencies only). Notwithstanding anything to the contrary, User grants SunGard Public Sector permission to use the information contained in User's Agency Database to demonstrate solely to other law enforcement personnel the capabilities of the Data Sharing Network for purposes of increasing the number of departments utilizing the Data Sharing Network.

PAY AGENT SUPPLEMENT

1. **Additional Definitions.** "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit 1 (the "Pay Agency Products").

2. **Pay Agent Designation.** Customer designates SunGard Public Sector as Customer's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Public Sector, on behalf of Customer, to make payment to each Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Customer and Vendor. Customer covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Public Sector as Customer's pay agent as provided for in this Section 2; and SunGard Public Sector covenants and agrees that, promptly after receipt of payment from Customer, SunGard Public Sector will make payment to each Vendor for Customer's procurement of the Pay Agency Products.

3. **Pay Agency Products Procurement.** SunGard Public Sector will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Customer in each instance pursuant to the applicable Vendor Agreement. SunGard Public Sector will remit payments made to SunGard Public Sector by Customer promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Customer. **CUSTOMER IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD PUBLIC SECTOR, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD PUBLIC SECTOR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD PUBLIC SECTOR IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CUSTOMER ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CUSTOMER, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CUSTOMER ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.**

4. **Term of Pay Agency.** SunGard Public Sector's status as Customer's pay agent will expire promptly after SunGard Public Sector remits payment of the Pay Agency Products license fee to Vendor on behalf of Customer.

5. **Disclaimer of Warranties.** Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY SOFTWARE. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

6. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation
with headquarters at:
1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

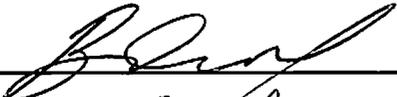
City of Decatur
333 S. Franklin Street
Decatur, IL 62523

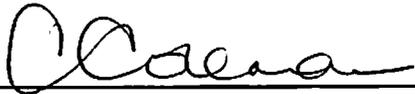
(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

City of Decatur

SunGard Public Sector Inc.

BY: 

BY: 

PRINT NAME: Ryan P. McCrady

Christian Coleman
PRINT NAME VP and Controller, SunGard Public Sector Inc

PRINT TITLE: CITY MANAGER

AND TITLE: _____

DATE SIGNED: 10/24/11

DATE SIGNED: October 21, 2011

THIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution Date.

SunGard Public Sector and Customer have entered into a Software License and Services Agreement dated as of the Execution Date (the "License Agreement") for the Software. Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information) and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively) of the License Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

"Commencement Date" means the date specified in Exhibit 1 as the "Commencement Date."

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Commencement Date or the anniversary thereof, and ending one (1) year thereafter.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" has the meaning ascribed to that term in the License Agreement, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector

enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

3. Services.

(a) Types of Services. During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component

System and each Custom Modification identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

4. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy, will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice. Customer will also reimburse SunGard Public Sector for all charges incurred in connection with accessing Equipment.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the

Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

5. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contract Year unless, at least six (6) months prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

6. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR**

SOFTWARE OTHER THAN THE EQUIPMENT.

7. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

8. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE

IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1

Customer: City of Decatur, IL

Commencement Date: June 1, 2012

The "Initial Payment Amount" in the table below represents the Improvements fee for the initial Contract Year.

Qty	Part #	Component System	Initial Payment Amount	Support Type
		CAD		
1	CAD-T3	BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3	\$ 12,519.00	7x24
1	CAD-E911	E911 INTERFACE MODULE	990.00	7x24
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	990.00	7x24
7	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	2,520.00	7x24
4	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	2,808.00	7x24
8	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	432.00	7x24
1	CAD-INT-PVI	CAD INTERFACE TO PICTOMETRY VISUAL INTELLIGENCE	1,350.00	7x24
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE	3,600.00	7x24
1	CAD-MJ	MULTI-JURISDICTIONAL DISPATCH OPTION	720.00	7x24
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE	990.00	7x24
2	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	540.00	7x24
		MCT		
1	MCT-BMS-T3	BASE MOBILE SERVER SOFTWARE UP TO 75 WORKSTATIONS	4,950.00	7x24
65	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	10,348.00	5x11
1	MCT-MFR-REV-T3	REVIEW MODULE FOR FIELD REPORTING UP TO 75 WORKSTATIONS	3,600.00	5x11
55	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	8,756.00	5x11
65	MCT-MAP	MCT CLIENT - MAPS	2,080.00	5x11
55	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	4,400.00	5x11
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE	1,350.00	7x24
25	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	2,000.00	5x11
		AVL		
60	MCT-AVL-CLIENT	MCT CLIENT - AVL	1,440.00	5x11
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE	6,300.00	7x24
8	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	2,880.00	7x24
		RMS		
1	RMS-BASE-75	BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION	17,360.00	5x11
1	RMS-MJ	MULTI-JURISDICTIONAL RMS OPTION	880.00	5x11
1	RMS-MAP-75	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION	2,400.00	5x11
1	RMS-CA	CRIME ANALYSIS MODULE	2,000.00	5x11
1	RMS-ACCIDENT-5	BASIC ACCIDENT MODULE - 5 WORKSTATION	400.00	5x11
1	RMS-P&E-5	PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION	880.00	5x11
1	RMS-BAR HOST-5	BAR CODING SERVER LICENSE - 5 WORKSTATION	400.00	5x11
5	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	1,276.00	5x11
60	RMS-NTF-75	NOTIFICATION MODULE - 75 WORKSTATION	3,040.00	5x11
1	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	1,440.00	5x11
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE	800.00	5x11
		WEB BASED APPLICATIONS		
1	INT-OPSRMS	OPS RMS	4,000.00	5x11
1	INT-OPSCAD	OPS CAD	4,000.00	5x11
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	0.00	5x11
1	INT-P2C	POLICE 2 CITIZEN	2,000.00	5x11
		CUSTOM MODIFICATIONS		
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATIONS - ACCIDENT SUBMISSION INTERFACE FOR ILLINOIS	800.00	5x11
		PAYMENT AMOUNT (Initial Contract Year)	\$ 117,239.00	

Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the initial full Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public

Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

NOTE:

Customer and SunGard Public Sector are parties to a separate written agreement ("Legacy Agreement") under which SunGard Public Sector is providing Customer with maintenance and support services for SunGard Public Sector's HTE brand software system ("Legacy Software"). SunGard Public Sector will continue to provide Customer with maintenance and support services for the Legacy Software in accordance with the terms of and for the fees specified in the Legacy Agreement through the expiration of the one year period that is in effect as of the Execution Date ("Current Legacy Period"). June 1, 2012 will be the "Commencement Date" for purposes of this Agreement. Customer's maintenance subscription for the Legacy Software will not renew under the Legacy Agreement for any period after the expiration of the Current Legacy Period.

If, during the time in question, Customer is paying for and receiving Improvements for the Baseline Component Systems identified above under this Agreement, then, at the expiration of the Current Legacy Period, SunGard Public Sector will also provide Customer with Defect corrections and avoidance procedures (but not with New Releases of and Enhancements) for the Legacy Software pursuant to this Agreement, at no additional fee, until the earlier of: (a) three (3) years following the expiration of the Current Legacy Period; or (b) the date that Customer begins using all of the Component Systems identified in the table above in a production mode.

The pricing provided for above is conditioned upon Customer paying for maintenance and support for the Legacy Software through the expiration of the Current Legacy Period. For the period from the Execution Date through the Commencement Date, SunGard Public Sector will provide Customer with Improvements for the Baseline Component Systems and Baseline Customizations identified in the table above in consideration of Customer's payment of the maintenance and support fees for the Legacy Software through the expiration of the Current Legacy Period.

Notwithstanding anything to the contrary, Customer shall continue to be responsible for payment of charges associated with third party products (QRep Web Anonymous, VeriSign Digital Certificate, ACOM) until receipt of effective written notice of termination for the subsequent term.

EXHIBIT 2
Maintenance Standards

- I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 7:00 A.M. to 6:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x11").
- II. **Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning SunGard Public Sector's Component Systems are not performing a process that has caused a complete work stoppage.	SunGard Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard Public Sector has a stated goal to respond within two hours of the issue being reported.	A resolution plan details the steps necessary to understand and possibly resolve the issue.
Non-Critical 3	A support issue shall be considered Non-Critical when a non critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard Public Sector has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard Public Sector has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard Public Sector's online support portal, and b) when SunGard Public Sector's support representative assigns a case number and conveys that case number to the Customer.*

AGREEMENT

This Agreement is made between the City of Decatur, Illinois ("City"), a municipal corporation, Macon County, Illinois, ("County"), and the Village of Mt. Zion, Illinois, ("Village"), a municipal corporation, body politics and units of local government.

WHEREAS, the City, County and the Village are units of local government, as defined by Article VII, Section 1 of the Constitution of the State of Illinois ("Constitution"); and,

WHEREAS, the City, the County and the Village are authorized and empowered by Article VII, Section 10 of the Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., to enter into intergovernmental agreements; and,

WHEREAS, the City, the County and the Village utilize a common Communication Dispatch Center ("Center") which is the emergency dispatch center for the emergency services of the parties; and,

WHEREAS, the City, the County and the Village are parties to an Agreement previously entered into in which the City is responsible for the operation of the Center, owns the equipment used in the operation of the Center and employs the employees of the Center; and,

WHEREAS, the County is responsible under an Agreement with the City for the preservation and retention of police records and reports; and,

WHEREAS, the City, the County and the Village recognize and agree that the software currently utilized by the Center requires updating and replacing in order to provide an efficient and reliable system for dispatching emergency services and report writing; and,

WHEREAS, the City, the County and the Village agree that they will each benefit by a software upgrade to the dispatch and report writing system currently utilized.

NOW THEREFORE, for and in consideration of the promises and covenants made herein and for their mutual benefit and the benefit of the public, industry and business, the City, the County and the Village agree as follows:

SECTION 1: EQUIPMENT

A. The City shall purchase from SunGuard Public Sector the OneSolution ("OSSI") software system to be used for dispatch and report writing by the parties subject to Section 2 of this Agreement.

B. The City shall own all equipment utilized in the Center including, but not limited to the software OSSI.

C. The City shall be responsible, subject to the provisions set forth in Section 2, for the maintenance of said equipment and software.

D. The City is authorized by the parties to make adjustments and any modifications to the equipment and/or software it deems necessary and required.

SECTION 2: PURCHASE

A. The City shall purchase the OSSI on or about November 2011 for an amount not to exceed One Hundred Fifteen Thousand Two Hundred Fifty-Eight Dollars and Two Cents (\$115, 258.02).

B. The County shall reimburse the City for their pro rata share of the cost of OSSI in the amount of Sixteen Thousand Six Hundred Seventeen Dollars and Thirty-Three Cents (\$16,617.33).

C. The Village shall reimburse the City for their pro rata share of the cost of OSSI in the amount of Two Thousand Three Hundred Seventy-Three Dollars and Ninety Cents (\$2,373.90).

D. The County and Village agree to reimburse the City the above amounts within thirty (30) days of demand by the City.

SECTION 3: MAINTENANCE

A. The City shall be responsible for the annual payment of the maintenance agreement costs of OSSI when due.

B. The County shall reimburse the City annually for their pro rata share of the maintenance agreement costs of OSSI in the amount of 15.64% of the total annual maintenance costs.

C. The Village shall reimburse the City annually for their pro rata share of the maintenance agreement costs of OSSI in the amount of 2.23% of at the total annual maintenance costs.

D. The County and the Village shall reimburse the maintenance costs to the City on or before April 15, 2012 and a like amount on April 15 of each year thereafter and without further notice or request for said reimbursement from the City.

SECTION 4: TERM OF AGREEMENT

A. This Agreement shall be effective as of the date the parties sign and execute it.

B. This Agreement shall be in effect for the time period that OSSI is utilized by the City in the Center.

C. Notwithstanding anything to the contrary, this Agreement may be terminated by any party upon giving the other parties ninety (90) days written notice of its intention and desire to terminate the same.

SECTION 5: ASSIGNMENT

The parties agree that they may not and will not assign their interests or responsibilities under this Agreement without the express written consent of the other parties.

SECTION 6: MISCELLANEOUS PROVISIONS

A. Modifications to this Agreement shall be made in writing upon agreement of the parties.

B. If any provision of this Agreement is found to be void or unenforceable for any reason by any court or other body of competent jurisdiction, the remaining provisions hereof shall be unaffected by such decision or decisions and shall remain in full force and effect.

C. All previous Intergovernmental Agreements heretofore entered into by the City and/or the County and/or the Village and not in conflict with this instant Agreement are not, by this Agreement, hereby impaired or limited in any manner, and said previous Intergovernmental Agreements or amendments to such Agreements remain in full force and effect.

D. The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents.

SECTION 7: NOTICES

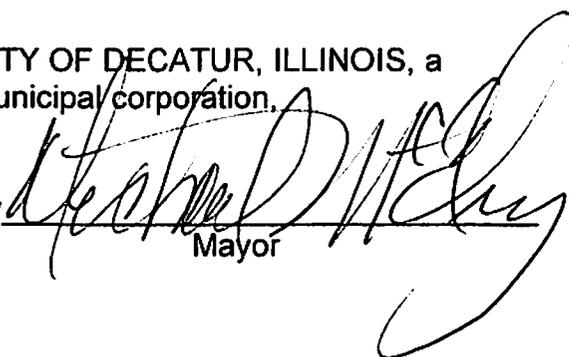
For purposes of this Agreement, any notices required to be sent shall be sent to the following:

City of Decatur
Chief of Police
333 South Franklin Street
Decatur, IL 62523

County of Macon
Sheriff
333 South Franklin Street
Decatur, IL 62523

Village of Mt. Zion
Chief of ~~Chief~~ ^{POLICE}
Mt. Zion, IL 62549

CITY OF DECATUR, ILLINOIS, a
municipal corporation.

By 
Mayor

ATTEST:


CITY CLERK

Dated: Oct. 4, 2011

MACON COUNTY, ILLINOIS,

By Jay A. Turner
Its _____

ATTEST:
[Signature]
Its Allen C. Clark

Dated: 10-13-11

VILLAGE OF MT. ZION, ILLINOIS, a
municipal corporation,

By Bill Aglin
Its Mayor

ATTEST:
[Signature]
Its TAMARA HENSE
Village Clerk

Dated: 10/18/11

**Amendment between
Superion LLC
City of Decatur, IL &
Central Illinois Regional Dispatch Center (CIRDC), IL**

This Amendment amends the Contract and Agreement between Superior, LLC successors to SunGard Public Sector Inc. ("Superion") and City of Decatur, IL ("Decatur"), dated October 24, 2011, with any amendments and supplements thereto (together herein referred to as "City of Decatur Agreement"):

This Amendment also amends the Order between Superior, LLC and Central Illinois Regional Dispatch Center (CIRDC), IL ("CIRDC"), with any amendments and supplements thereto (together herein referred to as "Macon County Agreement"):

The above-referenced agreements are collectively referred to herein as the "Agreements".

This Amendment is effective when signed by an authorized representative of all parties.

WHEREAS, Decatur licensed certain programs (the "Licensed Programs") from Superior; and

WHEREAS, Decatur desires to transfer the Licensed Programs (and associated payment of Annual Maintenance) to CIRDC; and

WHEREAS, the Agreements provide that they cannot be changed without the written agreement of the parties; and

NOW THEREFORE, in consideration of the mutual obligation, promises and covenants set forth in this Amendment, the parties hereto agree as follows:

1. **Incorporation within Agreements:** This Amendment shall be incorporated in the parties' respective Agreements as if fully set forth therein and shall for all intents and purposes be a part of the respective Agreements.

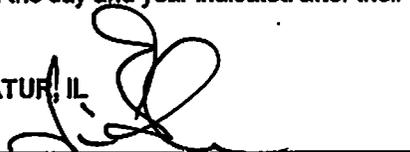
2. **Transfer of Applications:** The Licensed Programs are hereby transferred to CIRDC effective as of the Effective Date shown below. Decatur shall not be responsible for support payments due for the Annual Support period commencing as of the Effective Date identified below, and CIRDC agrees to pay support payments due for the Annual Support period commencing as of the Effective Date identified below.

Quantity	Transferred Applications	Effective Date	Annual Support 1/1/2018 - 12/31/2018
1	OSSI Base Computer Aided Dispatch System	1/1/2018	\$ 14,372.04
1	OSSI E911 Interface Module	1/1/2018	1,136.53
1	ONESolution CAD Map Display and Map Maintenance Software License	1/1/2018	1,136.53
7	ONESolution Additional CAD Map Display & Map Maintenance Client License	1/1/2018	2,893.10
4	OSSI Additional CAD Console License	1/1/2018	3,223.64
8	OSSI - LAN Client License for Message Switch	1/1/2018	495.92
1	OSSI - CAD Interface to Pictometry Visual Intelligence	1/1/2018	1,549.83
1	OSSIs Integrated Messaging Software Switch	1/1/2018	4,132.86
1	OSSI - CAD - Multi-Jurisdictional Dispatch Option	1/1/2018	826.56
8	ONESolution CAD Client AVL License	1/1/2018	3,308.40
1	OSSI Client Base Records Management System - 75 Workstation	1/1/2018	19,929.61
1	OSSI Multi-Jurisdictional RMS Option	1/1/2018	1,010.27
1	OSSI Medical PROQA Interface	1/1/2018	990.45
	Total		\$ 55,003.74

3. **Effect of Amendment:** Except for the foregoing described changes to the respective Agreement, each respective Agreement shall in all other respects remain in full force and effect, unchanged hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment in manner and form sufficient to bind them on the day and year indicated after their respective execution hereof.

CITY OF DECATUR, IL



 Authorized Signature

Tim A. Gleason, City Manager

 Type or Print Name and Title

October 16, 2017

 Date

SUPERION, LLC



 Authorized Signature

Tom Amburgey, General Manager

 Type or Print Name and Title

9/21/17

 Date

CENTRAL ILLINOIS REGIONAL DISPATCH
 CENTER (CIRDC), IL



 Authorized Signature

Jonathan D. Thomas

 Type or Print Name and Title

10-23-17

 Date

RESOLUTION NO. R2017-129

**RESOLUTION AUTHORIZING AMENDMENT TO
AGREEMENT WITH SUPERION, LLC,
CENTRAL ILLINOIS REGIONAL DISPATCH CENTER, AND
THE CITY OF DECATUR**

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

Section 1. That the amended agreement presented to the City Council herewith with Superior, LLC and the Central Illinois Regional Dispatch Center regarding OSSI (OneSolution) Software Annual Maintenance for the Decatur Police 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 amended agreement on behalf of the City of Decatur to Superior, LLC and the Central Illinois Regional Dispatch Center effective January 1, 2018.

PRESENTED and ADOPTED this Sixteenth day of October, 2017.



JULIE MOORE WOLFE, MAYOR

ATTEST:



CITY CLERK

AGENCY ACCESS AGREEMENT

among

City of Decatur
333 S. Franklin Street
Decatur, IL 62523

And

Central Illinois Regional Dispatch Center (CIRDC)
141 S. Main Street
Decatur, IL 62523

and

Superion, LLC
1000 Business Center Drive
Lake Mary, FL 32746

City of Decatur, IL ("Licensee") and Superior, LLC formerly SunGard Public Sector Inc. ("Superion") entered into that Contract and Agreement dated October 24, 2011 ("Licensee Agreement"). *Central Illinois Regional Dispatch Center (CIRDC)*, IL ("Accessor") desires to obtain access to and a limited right of use from Licensee for certain software licensed by Licensee under the Licensee Agreement (the "Accessed Software"). In order that Accessor obtain such limited right of access and use, Superior, Licensee and Accessor are entering into this Agreement (the "Access Agreement").

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Limited Right of Access. Superior grants Licensee permission to allow Accessor to have access to Licensee's instance of the Accessed Software, subject to the terms, conditions and restrictions provided for in this Access Agreement. The Accessed Software consists of the following:

All Component System Software licensed to City of Decatur

2. Right of Termination. Superior has right to terminate this Access Agreement, and accordingly, Accessor's access to the Accessed Software, upon any breach of this Access Agreement. To terminate this Access Agreement, Superior will provide notice of such breach to Licensee and Accessor (as appropriate), and the breaching party will have thirty (30) days from the date of such notice to cure such breach. If such breach is not cured to Superior's reasonable satisfaction by the expiration of such thirty (30) day period, then this Agreement will be deemed terminated at the expiration of such thirty (30) day period, and thereupon, Accessor's right to access the Accessed Software will be deemed terminated, without any further action by any party.

3. Accessor Software Constitutes Confidential Information of Superior. Accessor acknowledges and agrees that Accessed Software constitutes confidential, proprietary information of Superior, and is and will remain the sole property of Superior. Accessor agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of Accessed Software. Accessor shall hold in confidence the Superior proprietary information for its benefit and internal use only by its employees on a strict "need to know" basis.

(Continued on following page)

4. Obligations of Superior, Right of Accessor Regarding Accessed Software. Accessor's right to use the Accessed Software is derivative of Licensee's license to use the Accessor Software under the terms and conditions of the Licensee Agreement. Superior is not deemed to have granted Accessor any license to use the Accessor Software by virtue of this Access Agreement. Any such license can only be effected by the execution by Accessor and Superior of a definitive written software license agreement between Superior and Accessor that, by its express terms, purports to provide such a right of license to Accessor. Superior will have no obligations whatsoever to Accessor in connection with the Accessed Software. **AS BETWEEN SUPERION AND ACCESSOR, THE ACCESSED SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. SUPERION MAKES NO WARRANTIES WHATSOEVER TO ACCESSOR REGARDING THE ACCESSED SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. SUPERION WILL HAVE NO LIABILITY TO OR THROUGH ACCESSOR UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE ACCESSED SOFTWARE, IN WHOLE OR IN PART.**

5. Governing Law. This Agreement will be governed by and construed under the laws of the State of Illinois, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

6. Integration Provision. This Access Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

CITY OF DECATUR, IL


Authorized Signature

Tim A. Gleason, City Manager

Print Name & Title

October 16, 2017

Date

SUPERION, LLC


Authorized Signature

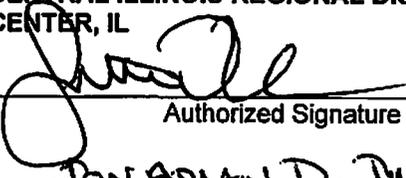
Tom Amburgey V.P. General Manager

Print Name & Title

9/27/17

Date

CENTRAL ILLINOIS REGIONAL DISPATCH CENTER, IL


Authorized Signature

Jon Adam D. Thomas

Print Name & Title

10-23-17

Date

RESOLUTION NO. R2017- 130

**RESOLUTION AUTHORIZING AGENCY ACCESS AGREEMENT WITH THE
CENTRAL ILLINOIS REGIONAL DISPATCH CENTER, SUPERION, LLC,
AND THE CITY OF DECATUR**

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

Section 1. That the agreement presented to the City Council herewith with Superior, LLC and the Central Illinois Regional Dispatch Center (CIRDC) regarding OSSI (OneSolution) Software access for the CIRDC 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 agreement on behalf of the City of Decatur to Superior, LLC and the Central Illinois Regional Dispatch Center.

PRESENTED and ADOPTED this Sixteenth day of October, 2017.



JULIE MOORE WOLFE, MAYOR

ATTEST:



CITY CLERK

Police Department

DATE: 5/6/2020

MEMO: 20-06

TO: The Honorable, Mayor Julie Moore-Wolfe
City Council Members

FROM: James E. Getz Jr., Chief of Police

SUBJECT:

Resolution Authorizing Submission of Justice Administration Grant Application and Memorandum of Understanding - Bureau of Justice Assistance

SUMMARY RECOMMENDATION: It is recommended that this item be approved.

BACKGROUND: The Decatur Police Department applied for and The City of Decatur was awarded up to \$99,423 in JAG Grant funding for the 2020 Coronavirus Emergency Supplemental Funding. The purpose of the funding is to be used to prevent, prepare for, and respond to the Coronavirus.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: none anticipated

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

BUDGET/TIME IMPLICATIONS: Anticipate reimbursement for COVID-19 related expenses incurred after January 1, 2020.

ATTACHMENTS:

Description	Type
20-06 Council Resolution	Resolution Letter
2020-2022 Cares Act JAG Grant	Backup Material
Budget Improvement Information	Backup Material

RESOLUTION NO. R2020-_____

**RESOLUTION AUTHORIZING SUBMISSION OF JUSTICE ADMINISTRATION
GRANT APPLICATION AND MEMORANDUM OF UNDERSTANDING - BUREAU
OF JUSTICE ASSISTANCE -**

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

Section 1. That the grant application presented to the Council herewith for the 2020-2022 Justice Administration Grant (JAG) through the Bureau of Justice Assistance for the grant application regarding funding that is to be used to prevent, prepare for, and respond to the Coronavirus, and the same is hereby, received, placed on file and approved.

PRESENTED, PASSED, APPROVED, AND RECORDED this 18th day of May 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

May 4, 2020

Chief James Getz Jr.
City of Decatur
1 Gary K Anderson Plaza
Decatur, IL 62523-1005

Dear Chief Getz:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Decatur for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$99,423. These funds are for the project entitled 2020 Coronavirus Emergency Supplemental Funding.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Decatur accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Kerri Vitalo-Logan, Program Manager at (202) 353-9074; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

May 4, 2020

Chief James E. Getz Jr.
City of Decatur
1 Gary K Anderson Plaza
Decatur, IL 62523-1005

Dear Chief Getz:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 16

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Decatur 1 Gary K Anderson Plaza Decatur, IL 62523-1005		4. AWARD NUMBER: 2020-VD-BX-0262	
		5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022	
2a. GRANTEE IRS/VENDOR NO. 376001310		6. AWARD DATE 05/04/2020	7. ACTION Initial
2b. GRANTEE DUNS NO. 075613000		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE 2020 Coronavirus Emergency Supplemental Funding		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 99,423	
		11. TOTAL AWARD \$ 99,423	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.034 - Coronavirus Emergency Supplemental Funding Program			
15. METHOD OF PAYMENT GPRS			
[REDACTED] AGENCY APPROVAL [REDACTED]		[REDACTED] GRANTEE ACCEPTANCE [REDACTED]	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL James E. Getz Chief	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 5/6/20
[REDACTED] AGENCY USE ONLY [REDACTED]			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. REG. SUB. POMS AMOUNT X B VD 80 00 00 99423		21. VVDUGT0332	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-VD-BX-0262

AWARD DATE 05/04/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

JEG



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 16

PROJECT NUMBER 2020-VD-BX-0262

AWARD DATE 05/04/2020

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

JEG



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 16

PROJECT NUMBER 2020-VD-BX-0262

AWARD DATE 05/04/2020

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.

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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.

JEG



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 15 OF 16

PROJECT NUMBER 2020-VD-BX-0262

AWARD DATE 05/04/2020

SPECIAL CONDITIONS

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).

JEG



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 16 OF 16

PROJECT NUMBER 2020-VD-BX-0262

AWARD DATE 05/04/2020

SPECIAL CONDITIONS

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

JEG



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for City of Decatur

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.

JEG



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER
2020-VD-BX-0262

PAGE 1 OF 1

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Kerri Vitalo-Logan
(202) 353-9074

2. PROJECT DIRECTOR (Name, address & telephone number)

Janice Frankovich
Community Liaison Officer
707 W. South Side Dr.
Decatur, IL 62521-4021
(217) 424-2743

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

2020 Coronavirus Emergency Supplemental Funding

5. NAME & ADDRESS OF GRANTEE

City of Decatur
1 Gary K Anderson Plaza
Decatur, IL 62523-1005

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 99,423

10. DATE OF AWARD

05/04/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF

VI. BUDGET

The Decatur Police Department was established in 1855. Today the Decatur Police Department has 147 sworn officers and 13 civilian officers, divided among three (3) divisions; Patrol, Criminal Investigations and Professional Standards.

The COVID-19 pandemic has identified the critical importance of protecting our essential public safety workforce. In doing so, the Decatur Police Department is following the Center for Disease Control (CDC) and Illinois Department of Public Health (IDPH) Personal Protective Equipment (PPE) guidelines for law enforcement. Additionally, the Decatur Police Department has implemented increased safety procedures beyond the minimum CDC and IDPH suggestions for all our employees, sworn and civilian.

The financial strain on the Decatur Police Department to ensure a safe workforce will have concerning impacts on budgets, staffing, operations, equipment and supplies in the days and months ahead.

The below exhibit details funds already spent and future funds needed for anticipated cost associated with the COVID-19 pandemic. These expenses include OT expenses to cover shifts due to officer exposure, illness and quarantine, replacement of PPE and cleaning supplies; in which, some PPE is being replaced daily and equipment; such as, computers to further limit potential exposure by allowing some identified personnel to work from home.

**EXHIBIT A: Grant Fund Expenditures
City of Decatur on behalf of the Decatur Police Department
Coronavirus Emergency Supplemental Funding Program
Agreement #2020-H2532-IL-Vd**

BUDGET	Funds Spent	Future Funds
<u>Personnel</u>		
Overtime Expenses		
Meals in the Park		
14 hours @ average \$50/hr.	\$700.00	
10 hours @ average \$50/hr.		\$500.00
Officer Hold Over/Call in		
350 hours @ average \$50/hr.		\$17,500.00
Enforcement of Governors Executive Order		
100 hours @ average \$50/hr.		\$5,000.00
Municipal Security		
6 hours @ average \$50/hr.	\$300.00	
20 hours @ average \$50/hr.		\$1,000.00
<u>Equipment</u>		

Foot operated Door Opener		
Qty. 10 @ \$12.50 each	\$125.00	
Microsoft Surface Pro (work from home)		
Qty. 9 (Police Administration) @ \$1,250.00		\$11,250.00
Qty. 1 (Crime Analyst) @ \$1,250.00		\$1,250.00
Qty. 2 (Records Supervisor/Clerk)		\$2,500.00

Supplies

Gas Mask Filters 147 Officers		
2 filters per mask (294) @ \$36.66 a filter		\$10,800.00
Disposable Tyvek Suits		
259 @ \$5.40 each	\$1,399.00	
1000 @ \$5.40 each		\$5,400.00
Disposable N95 Masks		
1000 @ \$4.50 each	\$4,500.00	
2000 @ \$4.50 each		\$9,000.00
Disposable Gloves		
7 cases @ \$71.42/case	\$500.00	
14 cases @ \$71.42/case		\$1,000.00
Disposable Biohazard Bags		
6 cases @ \$51.66/case	\$310.00	
12 cases @ \$51.66/case		\$620.00
Disposable Goggles/Safety Glasses		
300 @ \$3.50 each	\$1,050.00	
900 @ \$3.50 a each		\$3,150.00
Face Shields		
100 @ \$4.00 each	\$400.00	
400 @ \$4.00 each		\$1,600.00
Hand Sanitizer (Individual Bottles)		
2 cases @ \$50/case	\$100.00	
10 cases @ \$50/case		\$500.00
Hand Sanitizer (Refill)		
5 gallons @ \$44/gallon	\$220.00	
20 gallons @ \$44/gallon		\$880.00
Disposable Sanitation Storage Bags		
3000 @.033 each	\$100.00	
6000 @.033 each		\$198.00
Paper Towels		
10 cases @ \$13.50/case	\$135.00	
20 cases @ \$13.50/case		\$270.00
VectorFog [®] Disinfectant Fogger		
1 @ \$450.00	\$450.00	
VertorFog [®] Disinfectant Solution		
3 cases @ \$220.00/case	\$660.00	

6 cases @ \$220.00/case		\$1,320.00
Sanitation/Cleaning		
Disinfectant Wipes, Disinfectant Sprays		
Liquid Hand Soap, Microban [®] , Multi-Surface		
Cleaner, Lotion	\$985.00	
Replacements		\$4,000.00

Professional Services

Licensed Clinical Social Worker (Tara Ullis)		
Officer Counseling 167 hours @ \$30/hr.		\$5,000.00
<hr/>		
	Column Total	\$11,934.00
		\$82,738.00
Project Total	\$94,672.00	

Public Works

DATE: 5/7/2020

MEMO: 2020-95

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with Luka Company, Inc. for the 32nd Street and Fulton Avenue Storm Drainage Improvement Project, City Project 2016-04.

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached resolution accepting the bid and awarding the contract for the 32nd St. and Fulton Ave. Storm Drainage Improvement Project, City Project 2016-04, to Luka Company, Inc. as the lowest responsive and responsible bidder in the amount of \$1,379,690.20, and that the Mayor be authorized to execute the contract, and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

BACKGROUND:

Storm Sewer Priorities

The 2009 Stormwater Master Plan addresses three main topics:

1. Stormwater Problem Area Prioritization
2. Regulation, Standards, and Policies
3. Stormwater Expenditures and Funding Mechanisms

The 32nd/Fulton Area Drainage Project addresses item 1 in the Master Plan. This area is listed as the 3rd priority in the 2009 Stormwater Master Plan. As noted below, this project is in an area that has been identified to have a high inflow and infiltration (I&I) of storm water into the sanitary sewer system.

Sanitary Sewer Priorities

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

1. Critical Large Diameter Sewer Rehabilitation

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

The 32nd/Fulton area has been identified as a high priority for the reduction of inflow and infiltration of storm water into the sanitary sewer system. This area was identified during the preparation of the Sewer Collection System Alternative Analysis (SCSAA), required by the USEPA, due to documented sewer overflows and basement backups. The SCSAA is currently being reviewed by the USEPA. The report recommends an estimated \$7.3 million in sanitary sewer repairs and upgrades to reduce inflow and infiltration into the sanitary sewers draining this area. Previous storm drainage improvement projects have significantly reduced inflow and infiltration. For this reason, the project is proposed to be wholly funded by the Sanitary Sewer Fund.

Project Description

The project will construct new storm sewers ranging in size from 12”- 36” as shown in the attached location map. The work will also replace the undersized culverts under the City streets between Fulton Ave and Oakwood Ave. The storm sewer will provide relief from normal storm events and the culvert upgrades will help drain large storm events. The project will include site restoration, pavement patching, etc.

Public Letting Results

The project design and specifications were prepared by Farnsworth Group and the Public Works Department. The project was advertised Wednesday, April 16, 2020, and bids were opened on Wednesday, May 6, 2020. The results from the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer’s Est. Over/-Under</u>
Luka Company, Inc.	\$1,379,690.20	(-14.7%)
Entler Excavating Co., Inc.	\$1,826,625.09	12.9%
Engineer’s Estimate	\$1,617,301.25	-----

Four contractors took out bid packages and two contractors submitted a bid proposal for the project. Luka Company, Inc. provided the lowest responsive and responsible bid at 14.7% below the Engineer’s Estimate.

Luka Company, Inc. has successfully completed several projects for the City. Staff recommends that the City Council approve a contract with Luka Company, Inc. to construct the project.

This project is classified as a "high criticality" and "critical path" project in the May 8 rating template of capital infrastructure projects included in the 2020 budget (as to whether some projects should be delayed due to pandemic effects). This is because it is among the city's top 5 I&I reduction project priorities; and because it is part of a larger initiative to obtain early release from terms of a proposed USEPA consent decree concerning I&I reduction and mitigation of basement back-ups.

-
MINORITY PARTICIPATION GOALS:

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

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

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises (MBE) if subcontracting opportunities are available; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Subcontracting is not required for a City project. Luka will self-perform an estimated 86.2% of the contract and only subcontract asphalt patching to a local non-MBE. Asphalt patching work of the type and quantity required in the contract has generally not attracted out-of-town MBE asphalt contractors in the recent past. Staff has met with the recommended general contractor to obtain sufficient assurances that the 18% total hours requirement will be met on this project.

PRIOR COUNCIL ACTION:

July 5, 2016 – The City Council approved Resolution No. 2016-86, authorizing a professional engineering services agreement between the City of Decatur and Farnsworth Group, to prepare a preliminary storm drainage design report of the 32nd and Fulton area of the City for a fee not to exceed \$80,200.

February 5, 2018 – The City Council approved Resolution No. 2018-15, authorizing a professional engineering services agreement between the City of Decatur and Farnsworth Group, for final design of the 32nd and Fulton area of the City for a fee not to exceed \$210,200.

FY 2020 Capital Improvement Plan budgeted funds for this project.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES:

Farnsworth Group, Inc.

Legal Review: The project plans and specifications were provided for review by the Legal Department on April 3, 2020.

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: Funding for this project is allocated in the Sanitary Sewer Fund which is supported by sanitary sewer user fees. The total project cost is \$1,379,690.20. The engineering estimate was \$1,600,000.

Staffing Impact: Project management and construction inspection will be provided by Public Works - Engineering staff.

Schedule: Work is to start in June with a planned completion date in May 2021

ATTACHMENTS:

Description	Type
Resolution Accepting Bid with Exhibit A	Resolution Letter
Council Bid Tab 2016-04	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH LUKA COMPANY, INC. FOR 32ND STREET AND
FULTON AVENUE STORM DRAINAGE IMPROVEMENT PROJECT
CITY PROJECT 2016-04**

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

Section 1. That the tabulation of bids received for City Project 2016-04, 32nd Street and Fulton Avenue Storm Drainage Improvement Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Luka Co., Inc. in the amount of \$1,379,690.20 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Luka Co., Inc. attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$1,379,690.20.

PRESENTED and ADOPTED this 18th day of May 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

EXHIBIT A

PROJECT MANUAL

32ND ST AND FULTON AVE DRAINAGE IMPROVEMENTS PROJECT

CITY PROJECT 2016-04

April 2020

a project of the



**CITY OF DECATUR, ILLINOIS
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523**

FOR BIDDING

CITY OF DECATUR

32ND ST AND FULTON AVE DRAINAGE
IMPROVEMENTS PROJECT

CITY COUNCIL

Julie Moore Wolfe, Mayor

Rodney Walker

Pat McDaniel

Lisa Gregory

Bill Faber

Chuck Kuhle

David Horn

Scot Wrighton City Manager
Wendy Morthland Corporation Counsel
Kim Althoff..... City Clerk
Gregg Zientara City Treasurer
Matthew Newell..... Public Works Director

CITY OF DECATUR
32ND ST AND FULTON AVE DRAINAGE
IMPROVEMENTS PROJECT
CITY PROJECT 2016-04

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ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **10:00 a.m., Wednesday, May 6, 2020**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

32ND ST AND FULTON AVE DRAINAGE IMPROVEMENTS PROJECT CITY PROJECT 2016-04

The proposed project herein specified and described includes the following work:

The 32nd St and Fulton Ave Drainage Improvements Project includes the installation of approximately 175 feet of box culverts ranging in size from 4' by 2' to 6' by 2' and 5,100 feet of storm sewer ranging in diameter from 12" to 36" pipe, associated manholes and inlets, street repair, ditching, driveway and culvert repair, site restoration, and all other miscellaneous work to install a new storm system.

INSTRUCTIONS TO BIDDERS:

1. A **MANDATORY PRE-BID** will be held by **CONFERENCE CALL ONLY** on **APRIL 22, 2020, at 10:30 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project. To join the Conference call, please call 1-888-450-5996. When prompted please enter the passcode 133891.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturlblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

**www.decaturlblue.com
Plans & Portals
Public Projects
DFS Public Plan Room**

**City of Decatur
Engineering Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523**

ADVERTISEMENT FOR BIDS

5. The City of Decatur will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web site at www.decaturlil.gov/Departments/Public Works/Contractor Project Bid Information, and Decatur Blue Print's web site, www.Decaturblue.com Plans & Portals / City of Decatur / Project, after the award of a contract.
6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid, or BID BOND, in the same amount.
7. The Contractor and all subcontractors shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the period during which the work is performed, as determined by the Illinois Department of Labor.
8. Before the Contractor and any Subcontractor commence work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.
9. The City Code requirements for **Minority Participation Goals for Public Works Contracts** are in effect for this contract. These include the following:
 - (1) Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises; and,
 - (2) Eighteen percent (18%) of the total hours worked should be performed by minority workers.

All Contractors shall provide evidence of meeting the City's minority participation goals prior to the award of this project and prior to all payments made for work completed or provide the City of Decatur documentation on their good faith efforts to comply with the participation goals. Required information and documentation forms are included in the Project Manual and should be submitted with the bid proposal.

REJECTION OF BIDS:

The Council of the City of Decatur, Illinois, reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instructions for bidders. At the discretion of the Council, required items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the price bid.

April 15, 2020
Date Advertised

Matt Newell, P.E.
Director of Public Works

INFORMATION FOR BIDDERS

For Construction of: **32ND ST AND FULTON AVE DRAINAGE
IMPROVEMENTS PROJECT**

City Project No.: **2016-04**

Owner: **City of Decatur, Illinois**

The Owner invites bids on the forms included as part of this Document to be submitted at such time and place as is stated in the Advertisement for Bids. All blanks in the Bid Proposal must be appropriately filled in with typewriter or ink. **It is the sole responsibility of the Bidder to see that the bid is received in proper time to be dated, time stamped, and initialed by the Purchasing Agent or designee.**

The Owner may consider non-conforming any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No Bidder may withdraw a bid within 45 days after the actual day of the opening thereof.

Each bid must be submitted in a sealed envelope clearly bearing, on the outside, the following information:

1. The name of the Bidder
2. The Bidder's address
3. The name of the project, along with the project number, for which the bid is submitted

The bid documents will be submitted to the **Purchasing Division, City of Decatur, # 1 Gary K. Anderson Plaza, Decatur, Illinois, 62523.**

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.
2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.
3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

INFORMATION FOR BIDDERS

4. Eligible bids received by the Purchasing Division will be delivered to the office of the City Engineer, located on the third floor of the Civic Center, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened. **All bids received from bidders not on the pre-bid attendance list will be returned unopened.**
5. All bidders who desire to be present at the bid opening may wait in the City Engineering office.

At the time of the opening of bids, each Bidder will have completed a thorough site inspection and will have read and be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to their bid. The Bidder is to confirm the completeness of the Bid Documents. If the Bidder determines their Bid Documents are incomplete or irregular it is the Bidders responsibility to bring this fact to the attention of the City Engineer.

The submitted bid must be signed in the name of the Bidder and must bear the signature in long hand of the person or persons duly authorized to sign the bid. Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid which are not specifically called for in the Contract Documents may be subject to Owner's rejection of the bid as not being responsive to the advertisement. No oral telephone modification of any bid submitted will be considered and a telegraphic modification may be considered only if the post mark evidences that a copy of the modification by telegram, signed by the Bidder, was placed in the mail prior to the opening of the bid.

The submitted bid must not contain erasures, corrections or changes from the printed forms as completed in typewriter or ink, unless such erasures, corrections or changes are authenticated by affixing in the margin immediately opposite the erasure, correction or change, the initials of the person who signed the bid or the initials of such other person as may be authorized by the Bidder to make erasures, corrections or changes in the bid, and said authorization must be evidenced by written confirmations, executed by the person authorized to sign the initial bid, attached to the bid at the time of submittal.

Each bid must be submitted on the Bid Proposal provided and must be signed by the Bidder or their duly authorized agent. All blank spaces for bid prices must be filled in, in ink or typewritten, IN BOTH WORDS AND NUMBERS where called for in the Bid Proposal. If there is a discrepancy between the price in words and the price in numbers, the price in words will govern. If there is a discrepancy between the extended bid prices, the unit cost shall be the governing number and the total price or prices will be adjusted as necessary.

The Owner reserves the right to pre-qualify all bids, post-qualify all bids, to reject all bids, not to make an award and/or accept the Proposal deemed most advantageous and to the best interest of the Owner. The Bidder must comply with all information and instructions for Bidders. The award of the Contract, if made by the Owner, will be made to the qualified Bidder submitting the lowest and best bid, but the Owner shall determine at their own discretion whether a Bidder is qualified to perform the Contract, whether by pre-qualifications, post-qualification or other methods, and what bid is the lowest and whether it is to the interest of the Owner to accept the bid. If awarded, a written Notice of Award will be sent to the successful Bidder(s).

INFORMATION FOR BIDDERS

The Owner will make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Each bid must be accompanied with a proposal guaranty either as a properly certified check made payable to "Treasurer, City of Decatur," Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City, executed by a surety company satisfactory to the City, in an amount not less than ten (10) percent of the bid. Such proposal guarantees, of the three lowest bidders, may be retained by the City for a period of 45 days after the date of the bid opening. Checks or bid bonds from other than the three lowest bidders will be returned by the City within seven (7) days after the date of the bid opening.

Simultaneously with the delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, and other items required by the Conditions and Specifications governing the work. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

The successful Bidder, upon Bidder's failure or refusal to execute and deliver the Contract and bonds required within ten (10) consecutive calendar days from and including the date the Bidder has received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidation of damages done for such failure or refusal, the security deposited with their bid. Notice of the Owner's intent shall either be hand-delivered by the Owner to the Bidder's address, as given on the Contract Documents, or mailed to such address, first class, United States mail, return receipt requested. Delivery or mailing of said notice to said address shall constitute the notice herein required without the requirement of an acknowledgment of receipt from the Bidder.

Each Bidder must inform himself fully of the conditions and specifications relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

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

INFORMATION FOR BIDDERS

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Matthew C. Newell, P.E., City Engineer, at # 1 Gary K. Anderson Plaza, Decatur, Illinois 62523, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, an e-mail notification will be sent to all prospective Bidders (at the respective e-mail addresses furnished for such purposes), not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project. Addenda may also be viewed on the City's web site at [www.decaturlil.gov /Department/ Public Works / Contractor Project Bid Information](http://www.decaturlil.gov/Department/Public%20Works/Contractor%20Project%20Bid%20Information) and www.Decaturblue.com.

The City of Decatur maintains City project information on the City's web site at [www.decaturlil.gov /Departments/Public Works /Contractor Project Bid Information](http://www.decaturlil.gov/Departments/Public%20Works/Contractor%20Project%20Bid%20Information). It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site, and at www.Decaturblue.com, under the Public Project portal for the status of the particular project they are interested in bidding prior to turning in bids.

The successful Bidder, upon award of a Contract, shall commence work on the date specified in the "Notice to Proceed" and shall substantially complete all work in accordance with the time allocated in the contract. Should the Contractor fail to substantially complete all work in the allotted time period, liquidated damages shall be assessed as outlined in the General Conditions.

Attention of the bidders is directed to the arrangement and contents of the contract documents and Specifications with reference to the project. One extra bid form is included, detached from the remainder of the contract documents. Such detached bid may be completed and submitted as the Contractor's bid.

**INFORMATION FOR BIDDERS:
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

REQUIREMENTS FOR GOOD-FAITH EFFORTS

- 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. If subcontracting opportunities are available, **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises.
 2. Minority workers should perform **18%** of the total hours worked.
- B. Failure to submit a **Subcontractor Utilization Statement**, the **Minority Business Enterprise Participation Waiver Request** or **MBE Subcontractor Information Form** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- 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 **Subcontractor 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 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 Subcontractor 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.

**INFORMATION FOR BIDDERS:
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

- 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 public projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts. The objectives of the minority participation goals include:

- A. Ensuring non-discrimination in the award and administration of City public works contracts;
- B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works contracts;
- C. Helping to remove barriers to the participation of MBE and minority workers in City public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring the minority participation goals are narrowly tailored in accordance with applicable law;
- F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE and minority workers;

SECTION 10-2. DEFINITIONS:

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference “minority person” as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS.

- A. Contractors for City projects shall make a good faith effort to comply with the following minimum goals:
 - (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
 - (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City’s minority participation goals.
- C. A contractor shall provide evidence of meeting the City’s minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

**INFORMATION FOR BIDDERS:
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

- D. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. Good faith means the contractor actively and aggressively sought participation by MBE or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor.
- E. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
- (i) Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - (ii) Outreach and recruitment efforts of MBE and minority workers;
 - (iii) Packaging requirements, when feasible, into tasks or quantities that permit maximum participation from MBE and minority workers;
 - (iv) Providing interested MBE and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - (v) Negotiating in good faith with MBE and firms that employ minority workers;
 - (vi) Assisting interested MBE and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - (vii) Assisting interested MBE and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - (viii) Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBE and minority workers;
 - (ix) If an MBE or a firm that employs minority workers is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
 - (x) Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
 - (xi) All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- F. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, or his designee, shall:
- (i) Administer and enforce the provisions of this Article;
 - (ii) Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals and fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- (i) Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - (ii) Assess a fine or penalty not to exceed \$2,000 for each offense, and each day on which a violation occurs or continues shall be considered a separate offense;
 - (iii) Withhold the fine or penalty assessed from the unpaid portion of the contract;

**INFORMATION FOR BIDDERS:
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

- (iv) Order that the contractor will not be considered a responsive responsible bidder for future City projects until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - (i) Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - (ii) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
 - (i) The project is essential for city operations;
 - (ii) Emergency circumstances require a waiver;
 - (iii) Evidence of a good faith effort by the contractor;
 - (iv) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

**END OF
INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

BID PROPOSAL

RETURN WITH BID

For Construction of: **32ND ST AND FULTON AVE DRAINAGE
IMPROVEMENTS PROJECT**

City Project No.: **2016-04**

Owner: **City of Decatur, Illinois**

Prospective Bidder:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized themselves with any local conditions affecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all applicable taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents, for an amount computed upon the basis of the quantity of work actually performed at the bid prices noted below.

It is understood that any listed quantities of work to be performed at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Proposal, except as provided for in the General Conditions.

It is further agreed that any lump sum prices may be increased to cover additional work ordered by the Owner, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered. Where supplemental unit prices are available, they shall be used to adjust lump sum prices.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

BID PROPOSAL

RETURN WITH BID

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all Proposals and waive informalities or irregularities in Proposals. The Owner also reserves the right to delay the award of a contract for a period not to exceed 45 days from the date of the opening.

The undersigned further agrees, if awarded the Contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by them and understands that they are the Bidder's sole responsibility, and the Owner will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal.

The undersigned certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Instruction to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other Bidder.

Attached, as a proposal guaranty, is a properly certified check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City of Decatur, executed by a surety company satisfactory to the City in an amount not less than ten (10) percent of the bid.

It is expressly understood that the proposal guaranty is given as a guarantee that the bidder will execute the contract and furnish acceptable bonds and required insurance, if awarded the work and the amount thereof represents the agreed damages that the Owner will sustain if the bidder fails or refuses within ten (10) days from and including the date of the Notice of Award of the Contract, to execute and deliver said Contract and deliver the required bonds and insurance shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as penalty, but in liquidation of damages done. Award may be then made to the next lowest qualified bidder, or the work re-advertised and constructed under contract, or otherwise, as the City may decide.

The Bidder grants the Owner the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of 45 days after the date of opening of said Proposals.

BID PROPOSAL

RETURN WITH BID

The undersigned Bidder further grants the Owner the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the Owner's needs.

The undersigned Bidder acknowledges receipt of the following addenda:

Addendum #	Dated	Initial
# 1	5-1-20	[Signature]

The undersigned Bidder expressly agrees to the following provisions:

- A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.
- B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).
- C. That any Subcontractor(s) shall be subject to Owner approval.

List below any Subcontractor(s) whose subcontract(s) exceed \$ 5,000.

	SUBCONTRACTOR	TYPE OF WORK
1.	Dunn Co	Asphalt
2.		
3.		
4.		

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
32nd St AND FULTON AVE DRAINAGE IMPROVEMENTS PROJECT
CITY PROJECT 2016-04
DATED APRIL 2020**

AD-1-1 NOTICE

- 1.01 This Addendum No. 1 dated May 1, 2020, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above-mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 BID PROPOSAL

- 2.01 Insert the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on April 22, 2020

AD-1-3 INSTRUCTION TO BIDDERS

- 3.01 The Bid submittal time and place will remain the same at the City's Purchasing Division located on the first floor of the Civic Center on the south side of the building at the service door East of the main building entrance at #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. A doorbell is located at that entrance. The City Building (Civic Center) is closed to the public due to COVID 19, it is recommended the Bidder provide additional time to allow for delays when submitting the Bid. No Bids will be accepted after the required submittal time. Bids will still be publicly read in the front room of the Civic Center main entrance – Rm 100

Please make the proper acknowledgment of **addenda #1** on page 15 of your bidding documents.

END OF ADDENDUM NO. 1

City Engineer:  Date: May 1, 2020

Date _____, 2020

(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

Business Address &
Email Address

(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
Email Address

Names of All
Members of Firm

(If a Corporation)
Corporate Name

LUNA Co INC ^{E. PA} *37-1435487* SE

By:

[Signature]
Vice-President

Business Address &
Email Address

15729 MAIN LANE

BLUMA 930 @ PAH. Road

Wethers IL 61882

Names of Officers

DANN LUNA

President

SUSAN LUNA

Secretary

SUSAN LUNA

Treasurer

Attest:

[Signature]

Secretary



BID PROPOSAL

RETURN WITH BID

**CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS**

For

**32ND ST AND FULTON AVE DRAINAGE IMPROVEMENTS PROJECT
CITY PROJECT 2016-04**

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
20100110	TREE REMOVAL (6 TO 15 UNITS DIA)	UNIT	24	<u>400.00</u>	<u>9,600.00</u>
20100210	TREE REMOVAL (OVER 15 UNITS DIA)	UNIT	50	<u>900.00</u>	<u>45,000.00</u>
20800150	TRENCH BACKFILL	CU YD	1,550	<u>42.00</u>	<u>65,100.00</u>
20900110	POROUS GRANULAR BACKFILL	CU YD	35	<u>50.00</u>	<u>1,750.00</u>
21400100	GRADING AND SHAPING DITCHES	FOOT	3,851	<u>3.00</u>	<u>11,553.00</u>
25000100	SEEDING CLASS I	SQ YD	5,895	<u>2.00</u>	<u>11,790.00</u>
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	110	<u>8.00</u>	<u>880.00</u>
25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	110	<u>8.00</u>	<u>880.00</u>
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	110	<u>8.00</u>	<u>880.00</u>
25100105	MULCH METHOD I	SQ YD	726	<u>5.00</u>	<u>3,630.00</u>
25100630	EROSION CONTROL BLANKET	SQ YD	5,169	<u>3.60</u>	<u>18,608.40</u>
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	114	<u>15.00</u>	<u>1,710.00</u>
28000305	TEMPORARY DITCH CHECKS	FOOT	336	<u>10.00</u>	<u>3,360.00</u>
28000400	PERIMETER EROSION BARRIER	FOOT	548	<u>3.70</u>	<u>2,027.60</u>
28000510	INLET FILTERS	EACH	38	<u>155.00</u>	<u>5,890.00</u>
28100105	STONE RIPRAP, CLASS A3	SQ YD	470	<u>12.00</u>	<u>5,640.00</u>
28200200	FILTER FABRIC	SQ YD	470	<u>3.00</u>	<u>1,410.00</u>

BID PROPOSAL

RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
40200500	AGGREGATE SURFACE COURSE TYPE B, 6"	SQ YD	170	<u>12.00</u>	<u>2,040.00</u>
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	60	<u>72.00</u>	<u>4,320.00</u>
42400200	PORTLAND CEMENT CONCRETE SIDEWALK	SQ FT	1,590	<u>7.50</u>	<u>11,925.00</u>
42400800	DETECTABLE WARNINGS	SQ FT	32	<u>50.00</u>	<u>1,600.00</u>
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	235	<u>5.00</u>	<u>1,175.00</u>
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	365	<u>8.00</u>	<u>2,920.00</u>
44000600	SIDEWALK REMOVAL	SQ FT	1,590	<u>4.00</u>	<u>6,360.00</u>
44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	48	<u>96.00</u>	<u>4,608.00</u>
44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	200	<u>92.00</u>	<u>18,400.00</u>
44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	655	<u>90.00</u>	<u>58,950.00</u>
50105220	PIPE CULVERT REMOVAL	FOOT	635	<u>6.00</u>	<u>3,810.00</u>
54010402	PRECAST CONCRETE BOX CULVERTS 4'X2'	FOOT	25	<u>520.00</u>	<u>13,000.00</u>
54010502	PRECAST CONCRETE BOX CULVERTS 5'X2'	FOOT	43	<u>621.00</u>	<u>26,703.00</u>
54010602	PRECAST CONCRETE BOX CULVERTS 6'X2'	FOOT	106	<u>650.00</u>	<u>68,900.00</u>
54213657	PRECAST REINFORCED CONCRETE FLARED END SECTION 12"	EACH	1	<u>550.00</u>	<u>550.00</u>
54261712	STEEL FLARED END SECTIONS 12"	EACH	35	<u>275.00</u>	<u>9,625.00</u>
542D0217	PIPE CULVERTS, CLASS D, TYPE 1 12"	FOOT	601	<u>36.00</u>	<u>21,636.00</u>
550A0050	STORM SEWERS, CLASS A, TYPE 1, 12"	FOOT	145	<u>36.00</u>	<u>5,220.00</u>
550A0140	STORM SEWERS, CLASS A, TYPE 1, 30"	FOOT	267	<u>86.00</u>	<u>22,962.00</u>
550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	48	<u>36.00</u>	<u>1,728.00</u>

BID PROPOSAL

RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
550A0380	STORM SEWERS. CLASS A, TYPE 2 18"	FOOT	1,303	<u>41.00</u>	<u>53,423.00</u>
550A0400	STORM SEWERS. CLASS A, TYPE 2 21"	FOOT	284	<u>47.00</u>	<u>13,348.00</u>
550A0410	STORM SEWERS. CLASS A, TYPE 2 24"	FOOT	715	<u>55.00</u>	<u>39,325.00</u>
550A0430	STORM SEWERS. CLASS A, TYPE 2 30"	FOOT	276	<u>81.00</u>	<u>22,356.00</u>
550A0450	STORM SEWERS. CLASS A, TYPE 2 36"	FOOT	1,866	<u>103.00</u>	<u>192,198.00</u>
550B0340	STORM SEWERS. CLASS B, TYPE 2 12"	FOOT	184	<u>36.00</u>	<u>6,624.00</u>
55100300	STORM SEWER REMOVAL 8"	FOOT	7	<u>10.00</u>	<u>70.00</u>
55100400	STORM SEWER REMOVAL 12"	FOOT	23	<u>12.00</u>	<u>276.00</u>
55100900	STORM SEWER REMOVAL 18"	FOOT	364	<u>15.00</u>	<u>5,460.00</u>
55101200	STORM SEWER REMOVAL 24"	FOOT	21	<u>20.00</u>	<u>420.00</u>
56106300	ADJUSTING WATER MAIN 6"	FOOT	110	<u>60.00</u>	<u>6,600.00</u>
56106400	ADJUSTING WATER MAIN 8"	FOOT	35	<u>85.00</u>	<u>2,975.00</u>
59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	20	<u>95.00</u>	<u>1,900.00</u>
60218300	MANHOLES. TYPE A, 4'-DIAMETER, TYPE I FRAME, OPEN LID	EACH	1	<u>2700.00</u>	<u>2,700.00</u>
60218400	MANHOLES. TYPE A, 4'-DIAMETER, TYPE I FRAME, CLOSED LID	EACH	3	<u>2700.00</u>	<u>8,100.00</u>
60219000	MANHOLES. TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	5	<u>2650.00</u>	<u>13,250.00</u>
60219200	MANHOLES. TYPE A, 4'-DIAMETER, TYPE 10 FRAME AND GRATE	EACH	2	<u>3000.00</u>	<u>6,000.00</u>
60221000	MANHOLES. TYPE A, 5'-DIAMETER, TYPE I FRAME, OPEN LID	EACH	3	<u>3500.00</u>	<u>10,500.00</u>
60221100	MANHOLES. TYPE A, 5'-DIAMETER, TYPE I FRAME, CLOSED LID	EACH	2	<u>3600.00</u>	<u>7,200.00</u>

BID PROPOSAL

RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
60221700	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 8 GRATE	EACH	4	<u>3450.00</u>	<u>13,800.00</u>
60221701	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 8 GRATE SPECIAL	EACH	2	<u>3500.00</u>	<u>7,000.00</u>
60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	<u>5300.00</u>	<u>5,300.00</u>
60224005	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 8 GRATE	EACH	3	<u>5300.00</u>	<u>15,900.00</u>
60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	13	<u>800.00</u>	<u>10,400.00</u>
60236700	INLETS, TYPE A, TYPE 10 FRAME AND GRATE	EACH	2	<u>950.00</u>	<u>1,900.00</u>
60240301	INLETS, TYPE B, TYPE 8 GRATE	EACH	2	<u>2450.00</u>	<u>4,900.00</u>
60500040	REMOVING MANHOLES	EACH	1	<u>250.00</u>	<u>250.00</u>
60500060	REMOVING INLETS	EACH	4	<u>150.00</u>	<u>600.00</u>
60602800	CONCRETE GUTTER, TYPE B	FOOT	358	<u>45.00</u>	<u>16,110.00</u>
63000001	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	110	<u>120.00</u>	<u>13,200.00</u>
63200310	GUARDRAIL REMOVAL	FOOT	110	<u>20.00</u>	<u>2,200.00</u>
67100100	MOBILIZATION	L SUM	1	<u>25,000.00</u>	<u>25,000.00</u>
X0322916	PROPOSED STORM SEWER CONNECTION TO EXISTING SEWER	EACH	2	<u>975.00</u>	<u>1,950.00</u>
X0322918	PROPOSED MANHOLE/CATCH BASIN CONNECTION OVER EXISTING STORM SEWER	EACH	5	<u>2000.00</u>	<u>10,000.00</u>
X0322936	REMOVE EXISTING FLARED END SECTION	EACH	40	<u>200.00</u>	<u>8,000.00</u>
X0324585	SANITARY SEWER SERVICE REMOVAL AND REPLACEMENT	EACH	20	<u>700.00</u>	<u>14,000.00</u>
X0324586	WATER SERVICE REMOVAL AND REPLACEMENT	EACH	20	<u>900.00</u>	<u>18,000.00</u>
X2200020	FENCE REMOVAL AND REINSTALLATION	FOOT	172	<u>25.00</u>	<u>4,300.00</u>
X5509900	ABANDON AND FILL EXISTING STORM SEWER	FOOT	335	<u>98.00</u>	<u>32,830.00</u>

BID PROPOSAL

RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
X7010216	TRAFFIC CONTROL AND PROTECTION. (SPECIAL)	L SUM	1	<u>25,000.00</u>	<u>25,000.00</u>
X0324078	CONFLICT MANHOLE, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	<u>8,000.00</u>	<u>16,000.00</u>
XX000541	EXPLORATORY EXCAVATION	EACH	15	<u>200.00</u>	<u>3,000.00</u>
Z0004522	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	145	<u>125.40</u>	<u>18,183.00</u>
Z0056608	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	294	<u>40.00</u>	<u>11,760.00</u>
Z0056612	STORM SEWER (WATER MAIN REQUIREMENTS) 18 INCH	FOOT	74	<u>60.00</u>	<u>4,440.00</u>
X0327477	WATER MAIN ENCASEMENT 12"	FOOT	85	<u>40.00</u>	<u>3,400.00</u>
X0327477	WATER MAIN ENCASEMENT 16"	FOOT	85	<u>50.00</u>	<u>4,250.00</u>
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	<u>20,000.00</u>	<u>20,000.00</u>
Z006000	UNSUITABLE MATERIAL EXCAVATION, DISPOSAL, & BACKFILL	CU YD	300	<u>20.00</u>	<u>6,000.00</u>
Z007000	SHRUB REMOVAL	EACH	3	<u>100.00</u>	<u>300.00</u>
Z008000	REMOVE AND RELOCATE SHED	EACH	3	<u>1,000.00</u>	<u>3,000.00</u>
Z009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	<u>\$150,000.00</u>	<u>\$150,000.00</u>
Z010000	PRECAST CONCRETE END SECTION TRANSITION (SPECIAL)	EACH	1	<u>34,000.00</u>	<u>34,000.00</u>
Z011000	TELEVISION INSPECTION OF SEWER, SPECIAL	FOOT	5088	<u>1.15</u>	<u>5,851.20</u>
TOTAL BID				<u>1,379,690.20</u>	
<p style="font-size: 1.2em; margin: 0;"><i>One million three hundred Seventy Nine thousand Six hundred Ninety and $\frac{20}{100}$</i></p> <p style="margin: 0;">TOTAL BID (IN WORDS)</p>					



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

**RETURN WITH
 BID**

Subcontractor Utilization Statement

Date:	5-8-2020	Project Title:	32ND + FULTON AVE. DRAINAGE
Total Contract Value:		Project Number:	2016-04

Section I: Prime Contractor Information

Prime Contractor: LURA Co. INC.

Address: 15270 M + N LANE
WILDAW ILL 61882

Phone: 217-519-1250

Contact Person: DAN LURA

Email: DLURA@LURA.COM

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
DUNN COMPANY	NONE	100,000	13.79	Asphalt
Totals				

• If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial
NONE		

Section III Continued: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial

- If more firms submitted quotes, please copy this form and attach the additional information.

Section IV: MBE subcontractors that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
<i>Dreher Tree Service</i>	<i>PHONE</i>	<i>NO CALL BACK</i>

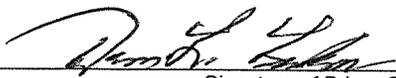
- If more firms were contacted, please copy this form and attach the additional information.

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 the subcontractor utilization goal of 10% 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 intended for use on this project shall be listed in the columns above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor has to utilize a subcontractor 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 subcontractors 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.



 Signature of Prime Contractor

5-4-2020

 Date



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

**RETURN WITH BID WHEN
 REQUIRED**

**Minority Business Enterprise
 Participation Waiver Request**

Date:	5-6-2020	Project Title:	3200D & Fulton Pave Draining Project
		Project Number:	2019-014

Prime Contractor: LUNA CO INC

Address: 15273 MAN LANE
Weldon, IL 61882

Phone: 217-519-1200

Contact Person: DAN LUNA

Email: DLUNA@LUNA.CO INC

We hereby request that the City waive the Minority Business Enterprise (MBE) participation goals on the above named project for the following reason(s). We further affirm that the stated reasons and documents provided are true and correct and not misleading.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

<input type="checkbox"/>	An insufficient number of MBEs responded to our invitation to bid. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
<input type="checkbox"/>	No subcontracting opportunities exist. (Attach explanation)
<input type="checkbox"/>	The award of subcontract(s) is impracticable. (Attach explanation)
<input type="checkbox"/>	Other – (State reason and attach explanation)

Dan Luna Signature of Prime Contractor 5-6-2020 Date

FOR OFFICIAL USE ONLY

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
-----------------------------------	--------------------------------------

The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

<input type="checkbox"/>	The project is essential for City operations.
<input type="checkbox"/>	Emergency circumstances require a waiver.
<input type="checkbox"/>	Evidence of a good faith effort by the contractor.
<input type="checkbox"/>	The contractor will self-perform all work and will not subcontract any portion of the project.
<input checked="" type="checkbox"/>	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY: _____ Date _____

Public Works Director

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				

If more subcontractors are utilized, please copy this form and attach the additional information.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

<input type="checkbox"/>	MBE Goal for subcontractor utilization of 10% <u>has been</u> reached
<input type="checkbox"/>	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid
<input type="checkbox"/>	MBE Goal for subcontractor utilization of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the Subcontractor Utilization Statement submitted at Bid (attach explanation)
<input type="checkbox"/>	Other – (State reason and attach explanation)

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.

John L. Gordon

Signature of Prime Contractor

5-6-2020

Date

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF ILLINOIS)
) ss
COUNTY OF MACON)

STAN L. LUNA, being first duly sworn, deposes and says that they are President (sole owner, partner, president, secretary, etc.) of LUNA CONCRETE, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Signed:

[Signature]
Title

Subscribed and **OFFICIAL SEAL** before me this 6 day of May, 2020.
(SEAL) **Christopher Roth**
Notary Public, State of Illinois
My Commission Expires May 27, 2020

[Signature]
Notary Public

*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.



AIA Document A310tm - 2010

Bid Bond

Contractor:

(Name, Legal Status and Address)

Luka Company, Inc.
15270 M&N Lane
Weldon IL 61882

Surety:

(Name, Legal Status and Principal Place of Business)

Washington International Insurance Company
1200 Main Street Suite 800
Kansas City MO 64105

Owner:

(Name, Legal Status and Address)

City of Decatur
1 Gary K Anderson Plaza
Decatur IL 62523

Bond Amount: Ten percent of bid

Project:

(Name, location or address, and Project number, if any)

32nd St & Fulton Ave Drainage Improvements Project
City Project 2016-04

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be Specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waived any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

The document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 6th day of May , 2020

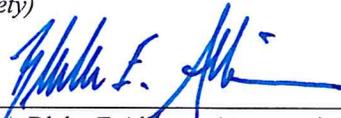
Luka Company, Inc.
(Contractor as Principal) (Seal)

(Witness)

(Title)

Washington International Insurance Company
(Surety) (Seal)

Catherine R. Alev
(Witness)


(Title) Blake E Allison Attorney-in-Fact

State of Illinois

} ss:

County of Macon

On 6th day of May, 2020 before me, Catherine L Ater, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Blake E Allison**

known to me to be Attorney-in-Fact of **Washington International Insurance Company** the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Catherine L Ater
(Notary Public)



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

KEVIN J. BREHENY, RANDY S. CANNADY, TIM R. PATTON, GREG NUSSBAUM,

DANIEL A. MARTINI, BLAKE E. ALLISON, RANDY S. TAYLOR, JAMES D. MORGASON and ASHLYN B. TUCKER, JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 23rd day of APRIL, 20 20.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook

ss:

On this 23rd day of APRIL, 20 20, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of May, 20 20.

Jeffrey Goldberg

CONTRACT

THIS CONTRACT, made and entered into this 18th day of May 2020, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Luka Co., Inc., hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with "**32ND ST AND FULTON AVE DRAINAGE IMPROVEMENTS PROJECT, CITY PROJECT 16-04**", all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is May 1, 2021.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	General Conditions
Information for Bidders	Special Conditions
Bid Proposal	Standard Specifications
Performance Bond	Project Drawings
Non-Collusion Affidavit	Special Provisions
Contract (This Instrument)	Supplemental Specifications
Contract Change Orders	Appendix(s)
Addenda No. 1 dated May 1, 2020	

CONTRACT

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Addenda
3. Contract
4. Special Provisions & Drawings
5. Special Conditions
6. Supplemental Specifications
7. General Conditions

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

Luka Co., Inc.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



Project 32ND ST AND FULTON AVE DRAINAGE IMPROVEMENTS PROJECT

Project Number 2016-04

We, Luka Co., Inc.

a/an) [] Individual [] Co-partnership [] Corporation organized under the laws of the _____ ,

as PRINCIPAL, and _____

as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of One Million, Three Hundred Seventy-Nine Thousand, Six Hundred Ninety and 20/100-----

----- Dollars (\$1,379,690.20), lawful money of United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

Luka Co., Inc. _____
(Company Name)

_____ (Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,
COUNTY OF _____

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

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ Notary Public (SEAL)

SURETY

(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS, (SEAL)

COUNTY OF _____

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

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ Notary Public (SEAL)

CITY OF DECATUR

Approved this 18th day of May, A.D. 2020

Attest:

Kim Althoff, City Clerk

City Council
City of Decatur, Illinois

City Clerk

Julie Moore Wolfe, Mayor

Project Name: 32nd St. and Fulton Ave Drainage Improvements Project

Project Number: 2016-04

Bid Date: 05/06/2020

Time: 10:00 a.m.

Fund: Sanitary Sewer

Organization Code: 78487806

Object Code: 489040

Engineer's Estimate

City Engineering Division

Luka Co., Inc.

15270 Main Lane
Weldon, IL 61882

Entler Excavating Co., Inc.

819 N Sunnyside Rd
Decatur, IL 62522

Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
20100110	TREE REMOVAL (6 TO 15 UNITS DIA)	24	UNIT	\$40.00	\$960.00	\$400.00	\$9,600.00	\$70.00	\$1,680.00
20100210	TREE REMOVAL (OVER 15 UNITS DIA)	50	UNIT	\$50.00	\$2,500.00	\$900.00	\$45,000.00	\$90.00	\$4,500.00
20800150	TRENCH BACKFILL	1,550	CU YD	\$45.00	\$69,750.00	\$42.00	\$65,100.00	\$55.00	\$85,250.00
20900110	POROUS GRANULAR BACKFILL	35	CU YD	\$100.00	\$3,500.00	\$50.00	\$1,750.00	\$60.00	\$2,100.00
21400100	GRADING AND SHAPING DITCHES	3,851	FOOT	\$25.00	\$96,275.00	\$3.00	\$11,553.00	\$29.00	\$111,679.00
25000100	SEEDING CLASS I	5,895	SQ YD	\$0.75	\$4,421.25	\$2.00	\$11,790.00	\$0.55	\$3,242.25
25000400	NITROGEN FERTILIZER NUTRIENT	110	POUND	\$1.20	\$132.00	\$8.00	\$880.00	\$1.33	\$146.30
25000500	PHOSPHORUS FERTILIZER NUTRIENT	110	POUND	\$1.20	\$132.00	\$8.00	\$880.00	\$1.33	\$146.30
25000600	POTASSIUM FERTILIZER NUTRIENT	110	POUND	\$1.20	\$132.00	\$8.00	\$880.00	\$1.33	\$146.30
25100105	MULCH METHOD I	726	SQ YD	\$1.00	\$726.00	\$5.00	\$3,630.00	\$0.75	\$544.50
25100630	EROSION CONTROL BLANKET	5,169	SQ YD	\$2.00	\$10,338.00	\$3.60	\$18,608.40	\$2.00	\$10,338.00
28000250	TEMPORARY EROSION CONTROL SEEDING	114	POUND	\$5.00	\$570.00	\$15.00	\$1,710.00	\$2.50	\$285.00
28000305	TEMPORARY DITCH CHECKS	336	FOOT	\$15.00	\$5,040.00	\$10.00	\$3,360.00	\$20.00	\$6,720.00
28000400	PERIMETER EROSION BARRIER	548	FOOT	\$3.50	\$1,918.00	\$3.70	\$2,027.60	\$5.00	\$2,740.00
28000510	INLET FILTERS	38	EACH	\$150.00	\$5,700.00	\$155.00	\$5,890.00	\$300.00	\$11,400.00
28100105	STONE RIPRAP, CLASS A3	470	SQ YD	\$38.00	\$17,860.00	\$12.00	\$5,640.00	\$40.00	\$18,800.00
28200200	FILTER FABRIC	470	SQ YD	\$3.00	\$1,410.00	\$3.00	\$1,410.00	\$5.00	\$2,350.00
40200500	AGGREGATE SURFACE COURSE TYPE B, 6"	170	SQ YD	\$65.00	\$11,050.00	\$12.00	\$2,040.00	\$15.00	\$2,550.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	60	SQ YD	\$80.00	\$4,800.00	\$72.00	\$4,320.00	\$154.00	\$9,240.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK	1,590	SQ FT	\$15.00	\$23,850.00	\$7.50	\$11,925.00	\$11.41	\$18,141.90
42400800	DETECTABLE WARNINGS	32	SQ FT	\$30.00	\$960.00	\$50.00	\$1,600.00	\$37.38	\$1,196.16
44000200	DRIVEWAY PAVEMENT REMOVAL	235	SQ YD	\$15.00	\$3,525.00	\$5.00	\$1,175.00	\$20.00	\$4,700.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	365	FOOT	\$12.00	\$4,380.00	\$8.00	\$2,920.00	\$20.00	\$7,300.00
44000600	SIDEWALK REMOVAL	1,590	SQ FT	\$3.00	\$4,770.00	\$4.00	\$6,360.00	\$3.00	\$4,770.00
44201717	CLASS D PATCHES, TYPE II, 6 INCH	48	SQ YD	\$125.00	\$6,000.00	\$96.00	\$4,608.00	\$110.00	\$5,280.00
44201721	CLASS D PATCHES, TYPE III, 6 INCH	200	SQ YD	\$125.00	\$25,000.00	\$92.00	\$18,400.00	\$107.00	\$21,400.00
44201723	CLASS D PATCHES, TYPE IV, 6 INCH	655	SQ YD	\$100.00	\$65,500.00	\$90.00	\$58,950.00	\$105.00	\$68,775.00
50105220	PIPE CULVERT REMOVAL	635	FOOT	\$12.00	\$7,620.00	\$6.00	\$3,810.00	\$25.00	\$15,875.00
54010402	PRECAST CONCRETE BOX CULVERTS 4'X2'	25	FOOT	\$280.00	\$7,000.00	\$520.00	\$13,000.00	\$550.00	\$13,750.00
54010502	PRECAST CONCRETE BOX CULVERTS 5'X2'	43	FOOT	\$350.00	\$15,050.00	\$621.00	\$26,703.00	\$600.00	\$25,800.00
54010602	PRECAST CONCRETE BOX CULVERTS 6'X2'	106	FOOT	\$500.00	\$53,000.00	\$650.00	\$68,900.00	\$700.00	\$74,200.00
54213657	PRECAST REINFORCED CONCRETE FLARED END SECTION 12"	1	EACH	\$795.00	\$795.00	\$550.00	\$550.00	\$1,000.00	\$1,000.00
54261712	STEEL FLARED END SECTIONS 12"	35	EACH	\$150.00	\$5,250.00	\$275.00	\$9,625.00	\$250.00	\$8,750.00
542D0217	PIPE CULVERTS, CLASS D, TYPE 1 12"	601	FOOT	\$38.00	\$22,838.00	\$36.00	\$21,636.00	\$40.00	\$24,040.00
550A0050	STORM SEWERS, CLASS A, TYPE 1, 12"	145	FOOT	\$40.00	\$5,800.00	\$36.00	\$5,220.00	\$45.00	\$6,525.00
550A0140	STORM SEWERS, CLASS A, TYPE 1, 30"	267	FOOT	\$80.00	\$21,360.00	\$86.00	\$22,962.00	\$85.00	\$22,695.00
550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	48	FOOT	\$45.00	\$2,160.00	\$36.00	\$1,728.00	\$55.00	\$2,640.00
550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	1,303	FOOT	\$55.00	\$71,665.00	\$41.00	\$53,423.00	\$65.00	\$84,695.00
550A0400	STORM SEWERS, CLASS A, TYPE 2 21"	284	FOOT	\$65.00	\$18,460.00	\$47.00	\$13,348.00	\$75.00	\$21,300.00
550A0410	STORM SEWERS, CLASS A, TYPE 2 24"	715	FOOT	\$75.00	\$53,625.00	\$55.00	\$39,325.00	\$80.00	\$57,200.00
550A0430	STORM SEWERS, CLASS A, TYPE 2 30"	276	FOOT	\$85.00	\$23,460.00	\$81.00	\$22,356.00	\$85.00	\$23,460.00
550A0450	STORM SEWERS, CLASS A, TYPE 2 36"	1,866	FOOT	\$110.00	\$205,260.00	\$103.00	\$192,198.00	\$95.00	\$177,270.00
550B0340	STORM SEWERS, CLASS B, TYPE 2 12"	184	FOOT	\$50.00	\$9,200.00	\$36.00	\$6,624.00	\$45.00	\$8,280.00

Project Name: 32nd St. and Fulton Ave Drainage Improvements Project

Project Number: 2016-04

Bid Date: 05/06/2020

Time: 10:00 a.m.

Fund: Sanitary Sewer

Organization Code: 78487806

Object Code: 489040

Engineer's Estimate

City Engineering Division

Luka Co., Inc.

15270 Main Lane
Weldon, IL 61882

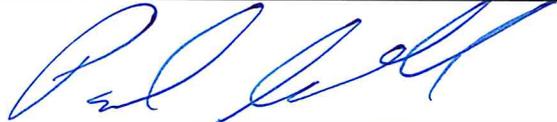
Entler Excavating Co., Inc.

819 N Sunnyside Rd
Decatur, IL 62522

Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
55100300	STORM SEWER REMOVAL 8"	7	FOOT	\$12.00	\$84.00	\$10.00	\$70.00	\$100.00	\$700.00
55100400	STORM SEWER REMOVAL 12"	23	FOOT	\$15.00	\$345.00	\$12.00	\$276.00	\$95.00	\$2,185.00
55100900	STORM SEWER REMOVAL 18"	364	FOOT	\$18.00	\$6,552.00	\$15.00	\$5,460.00	\$25.00	\$9,100.00
55101200	STORM SEWER REMOVAL 24"	21	FOOT	\$21.00	\$441.00	\$20.00	\$420.00	\$100.00	\$2,100.00
56106300	ADJUSTING WATER MAIN 6"	110	FOOT	\$200.00	\$22,000.00	\$60.00	\$6,600.00	\$550.00	\$60,500.00
56106400	ADJUSTING WATER MAIN 8"	35	FOOT	\$220.00	\$7,700.00	\$85.00	\$2,975.00	\$600.00	\$21,000.00
59300100	CONTROLLED LOW-STRENGTH MATERIAL	20	CU YD	\$130.00	\$2,600.00	\$95.00	\$1,900.00	\$400.00	\$8,000.00
60218300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	1	EACH	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,600.00	\$2,600.00
60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	3	EACH	\$2,800.00	\$8,400.00	\$2,700.00	\$8,100.00	\$2,600.00	\$7,800.00
60219000	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	5	EACH	\$2,600.00	\$13,000.00	\$2,650.00	\$13,250.00	\$2,600.00	\$13,000.00
60219200	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 10 FRAME AND GRATE	2	EACH	\$2,700.00	\$5,400.00	\$3,000.00	\$6,000.00	\$2,600.00	\$5,200.00
60221000	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	3	EACH	\$3,200.00	\$9,600.00	\$3,500.00	\$10,500.00	\$3,100.00	\$9,300.00
60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH	\$3,200.00	\$6,400.00	\$3,600.00	\$7,200.00	\$3,100.00	\$6,200.00
60221700	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 8 GRATE	4	EACH	\$3,200.00	\$12,800.00	\$3,450.00	\$13,800.00	\$3,100.00	\$12,400.00
60221701	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 8 GRATE SPECIAL	2	EACH	\$3,200.00	\$6,400.00	\$3,500.00	\$7,000.00	\$3,100.00	\$6,200.00
60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	1	EACH	\$4,500.00	\$4,500.00	\$5,300.00	\$5,300.00	\$5,000.00	\$5,000.00
60224005	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 8 GRATE	3	EACH	\$4,500.00	\$13,500.00	\$5,300.00	\$15,900.00	\$5,000.00	\$15,000.00
60236200	INLETS, TYPE A, TYPE 8 GRATE	13	EACH	\$1,500.00	\$19,500.00	\$800.00	\$10,400.00	\$1,750.00	\$22,750.00
60236700	INLETS, TYPE A, TYPE 10 FRAME AND GRATE	2	EACH	\$2,000.00	\$4,000.00	\$950.00	\$1,900.00	\$1,750.00	\$3,500.00
60240301	INLETS, TYPE B, TYPE 8 GRATE	2	EACH	\$1,600.00	\$3,200.00	\$2,450.00	\$4,900.00	\$2,200.00	\$4,400.00
60500040	REMOVING MANHOLES	1	EACH	\$400.00	\$400.00	\$250.00	\$250.00	\$1,500.00	\$1,500.00
60500060	REMOVING INLETS	4	EACH	\$295.00	\$1,180.00	\$150.00	\$600.00	\$500.00	\$2,000.00
60602800	CONCRETE GUTTER, TYPE B	358	FOOT	\$75.00	\$26,850.00	\$45.00	\$16,110.00	\$67.61	\$24,204.38
63000001	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	110	FOOT	\$100.00	\$11,000.00	\$120.00	\$13,200.00	\$150.00	\$16,500.00
63200310	GUARDRAIL REMOVAL	110	FOOT	\$25.00	\$2,750.00	\$20.00	\$2,200.00	\$29.00	\$3,190.00
67100100	MOBILIZATION	1	L SUM	\$80,000.00	\$80,000.00	\$25,000.00	\$25,000.00	\$26,000.00	\$26,000.00
X0322916	PROPOSED STORM SEWER CONNECTION TO EXISTING SEWER	2	EACH	\$750.00	\$1,500.00	\$975.00	\$1,950.00	\$1,000.00	\$2,000.00
X0322918	PROPOSED MANHOLE/CATCH BASIN CONNECTION OVER EXISTING STORM SEWER	5	EACH	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$3,000.00	\$15,000.00
X0322936	REMOVE EXISTING FLARED END SECTION	40	EACH	\$250.00	\$10,000.00	\$200.00	\$8,000.00	\$250.00	\$10,000.00
X0324585	SANITARY SEWER SERVICE REMOVAL AND REPLACEMENT	20	EACH	\$2,000.00	\$40,000.00	\$700.00	\$14,000.00	\$1,500.00	\$30,000.00
X0324586	WATER SERVICE REMOVAL AND REPLACEMENT	20	EACH	\$2,500.00	\$50,000.00	\$900.00	\$18,000.00	\$1,500.00	\$30,000.00
X2200020	FENCE REMOVAL AND REINSTALLATION	172	FOOT	\$50.00	\$8,600.00	\$25.00	\$4,300.00	\$40.00	\$6,880.00
X5509900	ABANDON AND FILL EXISTING STORM SEWER	335	FOOT	\$100.00	\$33,500.00	\$98.00	\$32,830.00	\$250.00	\$83,750.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	1	L SUM	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
X0324078	CONFLICT MANHOLE, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH	\$3,800.00	\$7,600.00	\$8,000.00	\$16,000.00	\$7,500.00	\$15,000.00
XX000541	EXPLORATORY EXCAVATION	15	EACH	\$1,000.00	\$15,000.00	\$200.00	\$3,000.00	\$1,000.00	\$15,000.00
Z0004522	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	145	SQ YD	\$75.00	\$10,875.00	\$125.40	\$18,183.00	\$141.00	\$20,445.00
Z0056608	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	294	FOOT	\$80.00	\$23,520.00	\$40.00	\$11,760.00	\$70.00	\$20,580.00
Z0056612	STORM SEWER (WATER MAIN REQUIREMENTS) 18 INCH	74	FOOT	\$100.00	\$7,400.00	\$60.00	\$4,440.00	\$80.00	\$5,920.00
X0327477	WATER MAIN ENCASEMENT 12"	85	FOOT	\$75.00	\$6,375.00	\$40.00	\$3,400.00	\$125.00	\$10,625.00
X0327477	WATER MAIN ENCASEMENT 16"	85	FOOT	\$85.00	\$7,225.00	\$50.00	\$4,250.00	\$175.00	\$14,875.00
Z0013798	CONSTRUCTION LAYOUT	1	L SUM	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00

Project Name: 32nd St. and Fulton Ave Drainage Improvements Project Project Number: 2016-04 Bid Date: 05/06/2020 Time: 10:00 a.m. Fund: Sanitary Sewer Organization Code: 78487806 Object Code: 489040	Engineer's Estimate City Engineering Division	Luka Co., Inc. 15270 Main Lane Weldon, IL 61882	Entler Excavating Co., Inc. 819 N Sunnyside Rd Decatur, IL 62522
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Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
Z006000	UNSUITABLE MATERIAL EXCAVATION, DISPOSAL, & BACKFILL	300	CU YD	\$50.00	\$15,000.00	\$20.00	\$6,000.00	\$75.00	\$22,500.00
Z007000	SHRUB REMOVAL	3	EACH	\$10.00	\$30.00	\$100.00	\$300.00	\$200.00	\$600.00
Z008000	REMOVE AND RELOCATE SHED	3	EACH	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00	\$2,500.00	\$7,500.00
Z009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	EACH	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
Z010000	PRECAST CONCRETE END SECTION TRANSITION (SPECIAL)	1	EACH	\$5,000.00	\$5,000.00	\$34,000.00	\$34,000.00	\$60,000.00	\$60,000.00
Z01000	TELEVISION INSPECTION OF SEWER, SPECIAL	5,088	EACH	\$1.50	\$7,632.00	\$1.15	\$5,851.20	\$2.50	\$12,720.00
TOTAL BIDS (AS CORRECTED)					\$1,617,301.25		\$1,379,690.20		\$1,826,625.09
Percent Over Under ENGINEER'S ESTIMATE							-14.69%		12.94%



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

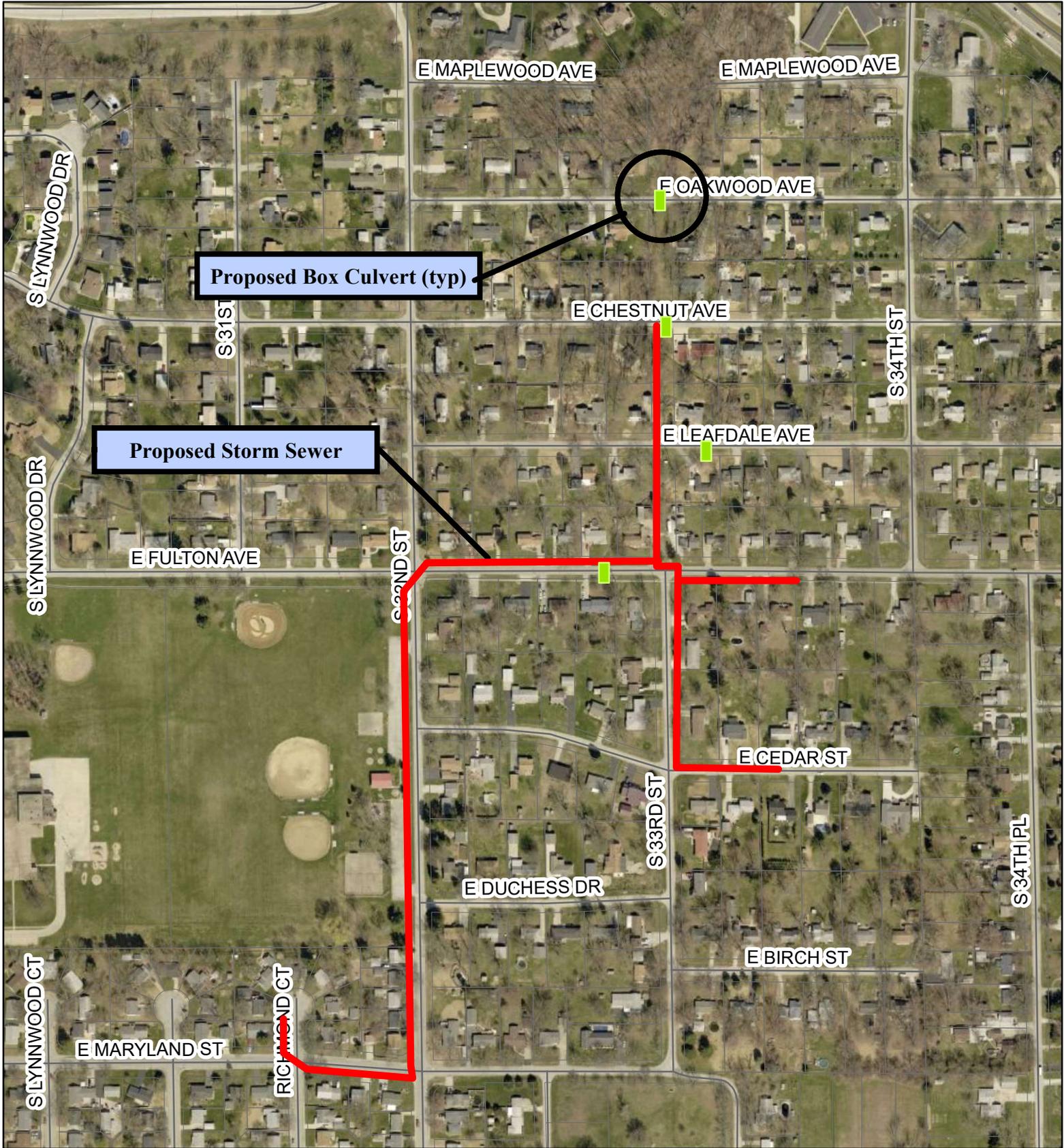
5/7/2020

 Date

32nd St and Fulton Ave Storm Drainage Improvements Project

Location Map

City Project 2016-04



Legal Department

DATE: 5/14/2020

MEMO:

TO: Mayor Julie Moore Wolfe & City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing Real Estate Purchase Agreement for 225 E. Christine Drive -Fire Station 5.

SUMMARY RECOMMENDATION: It is recommended that the City Council authorize the sale of the land and building that formerly served as Fire Station #5.

BACKGROUND: It was always the city's plan to sell this former fire station property once the new Fire Station #5 was completed, and staff's transition to this new facility was complete. The sale of old Fire Station #5 is anticipated in the city's 2020 budget. Last fall the property was appraised and a value of \$90,000 assigned. The city has not actively sought competitive sealed bids, but the city received one bid for \$75,000, and another for \$90,000. It is recommended that the higher bid be accepted. Terms of the sale are cash, acceptance in "as-is" condition. The prospective buyer plans to house and maintain a portion of his antique automobile collection in the building. This is permitted under the terms of the current zoning designation, R-6.

INPUT FROM OTHER SOURCES: Prior to the Fire Department's vacation of the building, the city received a few calls from residents in the adjacent single family subdivision to the north. They understood that the city planned to sell the property, but hoped that the City Council would make sure the property was used for purposes that would be compatible with, and protect the integrity of, the adjoining single family residential neighborhood.

ATTACHMENTS:

Description	Type
Resolution Authorizing Real Estate Purchase Agreement for 225 E. Christine Drive -Fire Station 5	Resolution Letter

RESOLUTION NO. R2020 _____

**RESOLUTION AUTHORIZING AGREEMENT
-CITY OF DECATUR, ILLINOIS-
- DAWSON LIVING TRUST DATED AUGUST 11, 2003-**

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

Section 1. That the Agreement presented to the Council herewith, between THE CITY OF DECATUR, ILLINOIS, AND DAWSON LIVING TRUST DATED AUGUST 11, 2003, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal and attest Agreement on behalf of the City.

PRESENTED AND ADOPTED this _____ day of _____, 2020.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into by and between the City of Decatur, Illinois, an Illinois municipal corporation (“City”) and Dawson Living Trust dated August 11, 2003, (“Buyer”).

RECITALS

A. The City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.

B. The City is a home rule unit under Article VII Section 6(a) of the Illinois Constitution (IL Const. 1970, Art. VII, Sec. 6(a)).

C. The City owns property previously used for use as a fire station located at 225 E. Christine Dr., Decatur, Illinois.

D. The City Council has determined that the property is no longer needed for use as a fire station and is no longer needed for any other public purpose.

E. The City Code of the City of Decatur provides in Chapter 33 that the City may dispose of property as the Council authorizes or approves.

F. The City desires to transfer to Buyer the property set forth in this Agreement.

G. The Buyer desires to purchase from the City the property set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.

2. Subject to the terms and conditions of this Agreement, the City shall transfer the following described premises (“Property”) to the Buyer:

Lot 117 and the West 20 feet of Lot 116 of Holiday Hills Fourth Addition to Decatur, as per Plat thereof recorded in Book 300, at page 404 of the Records in the Recorder’s Office of Macon County, Illinois.

Commonly known as 225 E. Christine Dr. situated in Macon County, Illinois.

3. Buyer shall pay to the City the sum of Ninety Thousand Dollars (\$90,000) for purchase of the above described property, said monies to be paid to City at time of settlement in the form of a cashier’s check. City and Buyer agree that settlement shall occur no later than

sixty (60) days from the date of this Agreement at which time Buyer shall be entitled to possession.

4. The City shall not provide title insurance, however, Buyer may obtain title insurance on its own discretion and at its own cost.

5. At settlement, the City shall deliver to Buyer a quitclaim deed to the Property in such form and together with such documentation as shall be required for recording said deed.

6. Buyer agrees to pay for transfer tax stamps, the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership and any other additional documents required.

7. Buyer shall be responsible for all Real Estate Taxes accruing subsequent to Settlement date.

8. 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:

CITY:

City Manager
City of Decatur
One Gary K. Anderson Plaza
Decatur, IL 62523

BUYER:

Dawson Living Trust Dated
August 11, 2003
707 Stevens Creek Blvd.
Forsyth, IL 62535

8. City and Buyer represent to each other that each has retained and relied or had the Opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. City and Buyer represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.

9. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.

10. This Agreement is expressly contingent upon payment of the agreed purchase price by Buyer to City.

11. This is an enforceable Agreement placing specific obligations on the City and the Buyer. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

12. Time shall be considered to be of the essence of this Agreement.

13. Buyer is advised to review all easements, government regulations and restrictions before entering into this Agreement and to seek legal advice if assistance is required.

14. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter there being NO ORAL REPRESENTATIONS. Buyer represents that Buyer has been advised by City to consult an attorney prior to signing this Agreement and acknowledges that it has read and understands each and every part of this Agreement.

15. The warranties and agreements contained herein shall extend to and be obligated upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

16. Buyer acknowledges Buyer has inspected the property and is acquainted with the Condition thereof. Buyer accepts the same in **AS IS WHERE IS CONDITION, with NO REPRESENTATIONS OR WARRANTIES EITHER WRITTEN OR IMPLIED. BUYER WARRANTS THAT BUYER IS PURCHASING THE PROPERTY ON AN AS IS, WHERE IS BASIS AND ACKNOWLEDGES THAT NEITHER SELLER NOR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS MADE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN WHETHER OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OF IMPROVEMENTS, ENVIRONMENTAL CONDITION OR OTHERWISE, AND ANY SUCH WARRANTIES ARE HEREBY DISCLAIMED BY CITY. WITHOUT LIMITING THE GENERATLITY OF THE FOREGOING, NEITHER CITY, NOR ANY OF ITS AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS MAKES ANY REPRESENTATION OR WARRANTIES RELATING TO, OR ASSUMES ANY LIABILITY FOR INACCURACIES, ERRORS OR OMISSIONS CONTAINED IN ANY MATERIALS PROVIDED TO PURCHASER.**

By executing this Agreement, Buyer expressly represents and agrees that Buyer is not relying upon any representation, warranty or statement by Seller, its employees, agents, officers or directors which differs from the disclosures made in this Agreement. Buyer acknowledges

that Buyer in not buying any interest in a business or operating entity of any kind by and through this Agreement. Buyer acknowledges that Buyer has not relied upon any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by City or others, including, but not limited to, any relating to the description of the physical condition of the Property, or the dimensions of the Property or any other physical element thereof, the estimated real estate taxes of the Property, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Buyer, or any other data, except as may be specifically represented herein. Buyer has relied on Buyer's own examination and investigation thereof. No person has been authorized to make any representation or warranty on behalf of City.

17. If, before settlement, the improvements on the premises shall be materially damaged by casualty, Buyer may declare this contract void or, may complete settlement and accept the premises as damaged together with the proceeds of any insurance payable as a result of such damage.

18. This agreement and the obligations of Buyer hereunder are contingent upon Buyer having obtained from a carrier of Buyers choice a commitment for an Owners Title Insurance policy against defects in the merchantability of title up to the value of the purchase price set forth herein and, more specifically, showing:

- a. merchantable fee simple title in Seller,
- b. no financing statements on file affecting fixtures included in the purchase, and,
- c. no easements or other restrictions against reasonable use.

CITY OF DECATUR, ILLINOIS

BUYER

By: _____
Mayor

By: _____

Date: _____

Date: _____

City Manager

DATE: 5/14/2020

MEMO:

TO: Mayor and City Council

FROM: Deputy City Manager, Jon Kindseth

SUBJECT: Transit Administration Cares Act Agreement

ATTACHMENTS:

Description	Type
Memo for Cares Act Funding	Cover Memo
Resolution for Care Act Funding	Resolution Letter

OFFICE OF CITY MANAGER, TRANSIT DIVISION

May 18, 2020

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jon, Kindseth, Deputy City Manager
John Williams, Mass Transit Administrator
Michelle Alexander, Grants and Procurement Manager

SUBJECT: Resolution Authorizing the Execution of a grant agreement with the Federal Transit Administration for CARES Act grant

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

BACKGROUND: Application was made to the Federal Transit Administration on behalf of the City of Decatur, IL for 5307 CARES Act funding. The application amount of \$4,500,000 from the full apportionment of \$ 6,168,000 has been awarded. This application requests funding for operating assistance in the amount of \$3,000,000, and capital expenses in the amount \$1,500,000. The City of Decatur has the option of amending the agreement to secure the remainder of the apportionment. These funds are apportioned to the City of Decatur and will be utilized for transit operations at 100% federal share for COVID-19 related expenses. The projects related to the funding includes operational assistance which will assist with improving quality of life enhancements, safety equipment such as (PPE) Personal Protective Equipment and sanitizing the buses and transit facilities during the COVID-19 pandemic. Transit will also be replacing two 2001 30 low floor trolleys to better respond to social distancing, as well as other facility rehabilitation and retrofitting buses with protective barriers. This grant will also be used to provide temporary supplemental pay to transit employees for their service during this pandemic.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth at 450-2323 or jkindseth@decaturil.gov; John Williams at 424-3552 or jwilliams@decaturil.gov; Michelle Alexander at 424-3559 or MAlexander@decaturil.gov

BUDGET/TIME IMPLICATIONS: This Resolution authorizes the acceptance of \$4,500,000 of unanticipated grant monies which will help the Decatur Transit System cope with unprecedented, unbudgeted expenses related Covid-19.

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT
WITH THE FEDERAL TRANSIT ADMINISTRATION FOR CARES ACT GRANT**

WHEREAS, the Federal Transit Administrator has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the City of Decatur has provided all the annual certifications and assurances to the Federal Transit Administration required for the project;

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

1. That the Mass Transit Administrator is authorized to execute a grant agreement for Federal operating and capital assistance associated with COVID -19 in the amount of \$4,500,000 on behalf of the City of Decatur with the Federal Transit Administration authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration.
2. That the Mass Transit Administrator is authorized to execute and file with the application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That the Mass Transit Administrator is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Decatur.

PRESENTED AND ADOPTED this 18th day of May, 2020

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

City Manager

DATE: 5/14/2020

MEMO:

TO: Mayor and City Council

FROM: Deputy City Manager, Jon Kindseth

SUBJECT: Fifth Amendment to Mass Transit Management Agreement

ATTACHMENTS:

Description	Type
Memo to Council for Fifth Amendment	Cover Memo
Resolution Amending Mass Transit Agreement	Cover Memo
MV Fifth Amendment	Backup Material

OFFICE OF CITY MANAGER, TRANSIT DIVISION

May 18, 2020

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: This Fifth Amendment to the Mass Transit Management Agreement is entered into as of May 2020 by and between the City of Decatur of the State of Illinois (“City”) and MV Transportation, Inc., a California corporation (“Contractor”). City and Contractor may be referred to collectively as the “Parties” and individually as a “Party.”

RECOMMENDATION: Staff recommends that this item be approved.

BACKGROUND: The City of Decatur as well as other communities around the country and nation has been impacted by COVID-19 commonly known as the Coronavirus. This virus is one that has caused persons to become sick and many have died. At present, there is no cure or vaccination for this virus and have caused a health risks to the essential workers who serve the City of Decatur Public Transportation System. Although measures have been implemented to try and mitigate the risk of these workers from becoming infected, there is still a level of hazard that persist. Many transit systems around the country have begun offering these frontline workers supplemental pay, in the form of bonuses and/or hourly pay increases. It has been recommended by the (ATU) Almagated Transit Union, that transit systems who have received additional funding through the CARES Act provide these essential workers with hazard pay. This item is approved for funding by the Federal Transit Administration. This amendment will also provide a savings to the City as staff determined it is in our best interest to remove a software solution that had been proposed and included when the contract was executed.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS: The cost of the supplemental pay for transit employees will be paid out of the \$4.5M received under the CARES Act.

RESOLUTION NO. R2020_____

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

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

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

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

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

Section 1. The City of Decatur, Illinois management agreement with MV Transportation, Inc., be and is hereby amended as described in the attached agreement as Exhibit A, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager and City Clerk be, and they are hereby, authorized and directed to execute the fifth amendment to the Mass Transit Management Agreement between the City of Decatur, Illinois and MTV Transportation, Inc.

PRESENTED AND ADOPTED this 18th day of May 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**FIFTH AMENDMENT
TO
MASS TRANSIT MANAGEMENT AGREEMENT**

This Fifth Amendment to the Mass Transit Management Agreement (this “Amendment”) is entered into as of May ___, 2020 (the “Effective Date”) by and between the City of Decatur of the State of Illinois (“City”) and MV Transportation, Inc., a California corporation (“Contractor”). City and Contractor may be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

- A. The Parties have entered into the Mass Transit Management Agreement, dated as of July 1, 2014, as amended (the “Agreement”), pursuant to which Contractor provides transportation services to the City; and
- B. The Parties desire to amend the Agreement to reflect updated terms and agreements among the parties as set forth herein.

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

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

- (a) Section 7. COMPENSATION.

- A. CITY Agency shall pay CONTRACTOR for services performed in accordance with the Agreement at the rates set forth on Appendix D.
- B. In addition to the compensation set forth on Appendix D, the CITY shall pay to Contractor an amount equal to \$56,146.00. These payments are the results of an agreement with MV Transportation for a temporary supplemental pay to transit employees, during this pandemic. Funding for this additional compensation, will be paid through the CARES Act grant to Transit. The City will continue to review the current situation surrounding COVID -19 to determine if we will continue to offer supplemental pay after May 31, 2020.

- (b) Appendix C.

- A. As of the Effective Date, Amendment Four, Appendix C, Scope of Services, Section A(4)(a) is hereby deleted to remove any reference to Synchronatics CAD/AVL for Fixed Route.
- B. Starting April 1, 2020, Contractor will provide a monthly credit to the City of \$3,994.00 through the end of the existing term, December 31, 2020. This credit

is the offset due to the elimination of the Synchronatics CAD AVL for Fixed Route scope deletion.

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

CITY:

City of Decatur, Illinois

By: _____

Name: _____

Title: _____

CONTRACTOR:

MV Transportation, Inc.

By: _____

Name: _____

Title: _____

APPENDIX C

SCOPE OF SERVICES

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

I. RESPONSIBILITIES OF CONTRACTOR

A. TRANSIT SYSTEM OPERATIONS

1. Provide staffing, dispatch, training, safety, ITS, vehicle operators, and maintenance services necessary to operate fixed route and paratransit service for the transit system
2. Days and hours of service: Monday through Friday, 5:30a.m. to 7:30pm; Saturday, 6:00a.m. to 7:30p.m. Any adjustments to the days and hours of service will be negotiated in good faith between the City and Contractor.
3. The Contractor will assist the City in establishing bus routes and bus schedules. Contractor may present initial plan ideas and recommend changes in, bus routes, schedules, headways, transfer methods, and other related transit issues
4. Upgrade and enhance current technology environment, including provision of the following systems:
 - a. Synchromatics CAD/AVL for Fixed Route
 - b. Trapeze PASS for Paratransit
 - c. Transit Miner for Paratransit
 - d. Drive Cam for all Service Vehicles
 - e. Mobileye for all Service Vehicles
5. Provide all necessary office supplies
6. Provide laptops and internet hotspots to management personnel as appropriate

B. PERSONNEL.

1. The Contractor shall be responsible for the employment and supervision of all employees necessary to perform the services of this Agreement. Such responsibilities include employee recruitment, screening, selection, training, (including customer service training). In the event of personnel changes in the contract manager's position, the City reserves the right to interview, evaluate and/or reject and proposed candidates.
2. Management and Control. The City of Decatur shall establish overall management and operational policy for transit services. The City will periodically consult with the Contractor on operational issues affecting service. All Contractor employees performing services on behalf of Contractor under this Agreement shall at all times be under Contractor's direction and control. Such employees shall at all times be employees of Contractor's wholly-owned subsidiary (MV Public Transportation, Inc.) and not employees or independent contractors of City. MV Public Transportation, Inc. shall pay all wages, salaries and other amounts due its employees, and shall be responsible for all reports and obligations

with respect to such employees, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters.

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

C. SYSTEM PROCEDURES

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

D. PUBLIC RELATIONS

1. Sales of tickets, passes, etc. directly to the public
2. Investigation and handling of all complaints...Complaints will need to be placed in an electronic folder, accessible to the City and include resolutions to the matter.
3. Preparation and direction of advertising campaigns, sales promotions, and public relation projects.
4. Conduct and issue, at no cost to the City, an annual bus passenger survey, collecting data on demographics, how riders use the services, how satisfied they are with current services, and what other services they would prefer. An annual passenger miles traveled survey for both fixed route and paratran should be conducted once a year, prior to the end of the state fiscal year ending June 30th.

E. EQUIPMENT AND PROPERTY MAINTENANCE

1. Contractor shall lease from the City the revenue and non-revenue vehicles set forth on Attachment 1 hereto at the rate of \$1 per vehicle per month
2. Inspection and maintenance of vehicles and equipment
3. Recommendation of vehicle and major equipment purchases for transportation and maintenance operations
4. Direction and supervision of purchases of minor equipment, tools, supplies, etc. and purchases of parts, fuel, oil and lubricants
5. Studying vehicle operation and maintenance service to determine the adequacy of existing maintenance procedures and correction of procedures where necessary
6. Direction and supervision of building maintenance operations
7. Recommendation of building/structure corrections or additions as needed
- 8.

CONTRACTOR and CITY may mutually agree for CONTRACTOR to provide “Special Project” assistance. “Special Projects” shall include but are not limited to on-site bus construction inspecting, services to monitor bus driver performance, comprehensive transit system operational analysis and planning, or any other special programs requested of CONTRACTOR during the term of this Agreement. For each Special Project, the Parties shall mutually agree upon the cost, the work task plan, special project budget, and the special project tracking/reporting plan. Just for reference: The City of Decatur can utilize these services and amend the contract to include. However, the City cannot utilize any additional grant monies applied for special projects to be released to the Contractor. According to Federal and State regulations, there will need to be a competitive bidding process to allow for fair and open competition.

II. RESPONSIBILITIES OF CITY

A. FACILITIES

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

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

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

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

B. VEHICLES

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

APPENDIX D
COMPENSATION

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

Rates:

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

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

Estimated Hours: **68,577**

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

Estimated Hours: **13,360**

City Manager

DATE: 5/18/2020

MEMO: 2020-06

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Adoption of an Ordinance creating a Foreclosure and Vacant Property registration process, and a corresponding agreement with ProChamps to create an online portal for these registrations.

SUMMARY RECOMMENDATION: A growing number of communities throughout the state and the country have adopted this registration requirement for certain properties which have a negative impact on our respective communities. Both foreclosures and vacant, unmaintained properties put a disproportionate amount of strain on City staff and budget to deal with mitigating impacts from these properties. This registration process not only creates a revenue source to pay for these impacts, but more importantly provides for an efficient registration of these properties to streamline enforcement actions.

BACKGROUND:

Vacant and foreclosed properties are perhaps one of the biggest issues facing the City's number one goal of neighborhood revitalization. This program will deter, but not prevent, banks from foreclosing on homeowners in Decatur through this requirement of registration and a fee. This program is quiet similar to a state IHDA program in which banks pay a fee to foreclose, and then that money is provided to cities for demolition and rehab of these properties. Similarly vacant properties that go unmaintained will also be required to register under this program for mostly the same reason, namely the disproportionate impact that they have on the city and our neighborhoods.

The value added that this registration program will have is that it will streamline staff's ability to hold absent property owners and managers accountable for their properties. We currently spend hours of time researching and tracking down property owners to get compliance with City codes for such things as garbage dumping, grass mowing, and securing or abating attractive nuisances.

PRIOR COUNCIL ACTION: The City Council has discussed this property registration

program on a couple of occasions, during the budget process last year and then again in March as it related to a bond requirement. Staff incorporated the Council direction into this Ordinance for the program.

POTENTIAL OBJECTIONS: There are no known objections to this Ordinance. Banks and absent property owners are likely not strong supporters of this type of proactive program but they have not notified staff of any objections.

STAFF REFERENCE: For questions or concerns about this program prior to the meeting please contact Jon Kindseth at 450-2323 or jkindseth@decaturil.gov

BUDGET/TIME IMPLICATIONS: This program has been included in the budget and we anticipated approximately \$100,000 generated from this program on an annual basis. This program has the potential to generate far more revenue than what is budgeted, if aggressively pursued and adequate time committed to the program by staff.

ATTACHMENTS:

Description	Type
Ordinance for Registration Program	Ordinance

ORDINANCE NO. _____

ORDINANCE CREATING CITY CODE

- CHAPTER 70.2 -

- REGISTRATION OF FORCLOSURE AND VACANT PROPERTIES-

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

WHEREAS, the City Council desires to protect the public health, safety, and welfare of the citizens of the incorporated area of the City of Decatur and maintain a high quality of life for the citizens of the City through the maintenance of structures and properties in the City; and

WHEREAS, the Council recognizes properties subject to foreclosure action or foreclosed upon and vacant properties (hereinafter referred to as “Registrable Properties”) located throughout the City lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the Council has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Council recognizes in the best interest of the public health, safety, and welfare a more regulated method is needed to discourage Registrable Property owners and mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the Council has a vested interest in protecting neighborhoods against blight caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the City to discourage Registrable Property owners and mortgagees from allowing their properties to be abandoned, neglected or left unsupervised.

WHEREAS, the Council finds that the implementation of the following changes and additions will assist the City in protecting neighborhoods from the negative impact and conditions that occur as a result of vacancy, absentee ownership, and lack of compliance with existing City regulations and laws.

Section 1. That the City Code of Decatur be amended by creating and enacting Chapter 70.2 entitled Registration of Foreclosure and Vacant Property and shall provide as follows:

-CHAPTER 70.2-
-REGISTRATION OF FORECLOSURE AND VACANT PROPERTY-

1. PURPOSE AND INTENT.

It is the purpose and intent of the Council to establish a process to address the deterioration, crime, and decline in value of City neighborhoods caused by property with foreclosing or foreclosed mortgages located within the City, and to identify, regulate, limit and reduce the number of these properties located within the City. It has been determined that owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the Council's further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in foreclosure or foreclosed, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property owners.

2. DEFINITIONS

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Default shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Enforcement Officer shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the City to enforce the applicable code(s).

Evidence of Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due utility notices and/or disconnected utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

Foreclosure or Foreclosure Action shall mean the legal process by which a mortgagee, or other lien holder, terminates or attempts to terminate a property owner's equitable right of redemption to obtain legal and equitable title to the real property pledged as security for a debt or the real property subject to the lien. The legal process is not concluded until the property obtained by the

mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

Mortgagee shall mean the holder of an indebtedness or oblige of a non-monetary obligation secured by a mortgage or any person designated or authorized to act on behalf of such holder, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the holder's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the real property, excluding governmental entities.

Owner shall mean every person, entity, or mortgagee, who alone or severally with others, has legal or equitable title to any real property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. An owner includes the guardian of the estate of such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court. The property manager shall not be considered the owner.

Property Manager shall mean any party designated by the owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

Real Property shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the City limits.

Registrable Property shall mean:

- (a) Any real property located in the City, whether vacant or occupied, that is encumbered by a mortgage subject to an ongoing foreclosure action by the mortgagee or trustee, has been the subject of a foreclosure action by a mortgagee or trustee and a judgment has been entered, or has been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a foreclosure property as "registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the foreclosure action has been dismissed; or
- (b) Any property that is vacant for more than sixty (60) days and has or has had property maintenance violations in previous 12 months or lacks utilities and services.

Registry shall mean an electronic database of searchable real property records, used by the City to allow mortgagees and owners the opportunity to register properties and pay applicable fees as required in this Chapter.

Semi-Annual Registration shall mean six (6) months from the date of the first action that requires registration, as determined by the City, or its designee, and every subsequent six (6) months. The

date of the initial registration may be different than the date of the first action that required registration.

Utilities and Services shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all City codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, and garbage services.

Vacant shall mean any parcel of land in the City that contains any building or structure that is not lawfully occupied.

3. APPLICABILITY AND JURISDICTION

This chapter applies to foreclosing, foreclosed, and vacant property within the City.

4. ESTABLISHMENT OF A REGISTRY

Pursuant to the provisions of chapter, the City, or its designee, shall establish a registry cataloging each Registrable Property within the City, containing the information required by this Chapter.

5. INSPECTION AND REGISTRATION OF REAL PROPERTY UNDER FORECLOSURE

- (a) Any mortgagee who holds a mortgage on real property located within the City shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a foreclosure action.
- (b) Property inspected pursuant to subsection (a) above that remains in foreclosure shall be inspected every thirty (30) days by the mortgagee or mortgagee's designee. If an inspection shows a change in the property's occupancy status the mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- (c) Within ten (10) days of the date any mortgagee files a foreclosure action, the mortgagee shall register the real property with the City Registry, and, at the time of registration, indicate whether the property is vacant, and if so shall designate in writing a property manager to inspect, maintain, and secure the real property subject to the mortgage under a foreclosure action. A separate registration is required for each property under a foreclosure action, regardless of whether it is occupied or vacant.
- (d) Initial registration pursuant to this section shall contain at a minimum the name of the mortgagee, the mailing address of the mortgagee, e-mail address, telephone number and name of the property manager and said person's address, e-mail address, and telephone number.
- (e) At the time of initial registration each registrant shall pay a non-refundable semi-annual registration fee of five hundred dollars (\$500.00) for each property. Subsequent non-refundable semi-annual renewal registrations of properties and fees in the amount of three

hundred fifty dollars (\$350.00) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to defaulted properties, (3) City neighborhood revitalization initiatives, and (4) for any related purposes as may be adopted in policy by the City Council. None of the funds provided for in this section shall be utilized for the legal defense of foreclosure actions.

- (f) If the mortgage and/or servicing on a Registrable Property is sold or transferred, the new mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new mortgagee shall register the property or update the existing registration. The previous mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that mortgagee's involvement with the Registrable Property.
- (g) If the mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that mortgagee's involvement with the foreclosed property.
- (h) If the foreclosing or foreclosed property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the semi-annual registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.
- (i) This section shall also apply to properties that have been the subject of a foreclosure sale where an order has been entered transferring title to the mortgagee as well as any properties transferred to the mortgagee under a deed in lieu of foreclosure or by any other legal means.
- (j) Properties subject to this section shall remain subject to the semi-annual registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable Property.
- (k) Failure of the mortgagee and/or property owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the City.
- (l) If any property is in violation of this Chapter, the City may take any legal or equitable action to ensure compliance with and to bring or keep the property in to compliance with

this Chapter. The mortgagee shall be liable for the costs of such obligation and actions and may result in a lien upon the property.

6. INSPECTION AND REGISTRATION OF REAL PROPERTY THAT IS VACANT BUT NOT SUBJECT TO A MORTGAGE IN FORECLOSURE

- (a) Any owner of vacant property located within the City shall within fifteen (15) days after the property becomes vacant, register the real property with the City Registry.
- (b) Initial registration pursuant to this section shall contain at a minimum the name of the owner, the mailing address of the owner, e-mail address, and telephone number of the owner, and if applicable, the name and telephone number of the property manager and said person's address, e-mail address, and telephone number.
- (c) At the time of initial registration each registrant shall pay a non-refundable semi-annual registration fee of two hundred dollars (\$200.00) for each vacant property. Subsequent non-refundable semi-annual renewal registrations of vacant properties and fees in the amount of three hundred fifty dollars (\$350.00) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to vacant properties, (3) City neighborhood revitalization initiatives, and (4) for any related purposes as may be adopted in policy by the City Council.
- (d) If the property is sold or transferred, the new owner is subject to all the terms of this Chapter. Within fifteen (15) days of the transfer, the new owner shall register the vacant property or update the existing registration. The previous owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that owner's involvement with the vacant property.
- (e) If the vacant property is not registered, or either the registration fee or the semi-annual registration fee is not paid within thirty (30) days of when the registration or semi-annual registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the semi-annual registration fee shall be charged for every thirty (30) day-period, or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and renewal registrations required by subsequent owners of the vacant property.
- (f) Properties subject to this section shall remain subject to the semi-annual registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is vacant.
- (g) Failure of the owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the City.

- (h) If any property is in violation of this Chapter, the City may take any legal or equitable action to ensure compliance with and to bring or keep the property in to compliance with this Chapter. The owner shall be liable for the costs of such obligation and actions and may result in a lien upon the property.
- (i) Properties actively registered as a result of this section are not required to be registered again pursuant to the foreclosure mortgage property section.

7. MAINTENANCE REQUIREMENTS

- (a) Properties subject to this Chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by Federal, State or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.
- (b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- (c) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the current applicable codes at all times.
- (d) Registrable Property yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- (e) Maintenance shall include, but not be limited to, irrigation system, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools and spas of shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s) of the City.
- (g) Failure of the mortgagee, owner, and transferees to properly maintain the property as required by this Chapter may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the City. Pursuant to a finding and determination by a court of competent jurisdiction, the City may take the necessary action to ensure compliance with this section.
- (h) In addition to the above, the property is required to be maintained in accordance with the applicable adopted codes of the City.

8. SECURITY REQUIREMENTS

- (a) Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

- (b) A “secure manner” shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child or animal to access the interior of the property or structure must be repaired. Broken windows or doors shall be permanently repaired or secured temporarily utilizing pressure-treated or painted wood. The securing of property by use of wood is only a temporary solution to prevent unauthorized entry into a property.
- (c) If a property is Registrable, and the property has become vacant or blighted, a property manager shall be designated by the mortgagee and/or owner to perform the work necessary to bring and keep the property in compliance with the applicable code(s), and the property manager must perform regular inspections to verify compliance with the requirements of this Chapter, and any other applicable laws.
- (d) In addition to the above, the property is required to be secured in accordance with the applicable adopted codes of the City.
- (e) When a property subject to this Chapter becomes vacant, it shall be posted with the name and twenty-four (24) hour contact telephone number of the property manager. The property manager shall be available to be contacted by the City Monday through Friday between 9:00 a.m. and 5:00 p.m., federal legal holidays excepted. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall contain minimally, the following language with supporting information:

THIS PROPERTY IS MANAGED BY _____.
 AND IS INSPECTED ON A REGULAR BASIS. _____.
 THE PROPERTY MANAGER CAN BE CONTACTED _____.
 BY TELEPHONE AT _____.
 OR BY EMAIL AT _____.

- (f) The posting required in subsection (e) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.
- (g) Failure of the mortgagee and/or property owner of record to properly inspect and secure a property subject to this Chapter, and post and maintain the signage noted in this section, is a violation and shall be subject to enforcement by any of the enforcement means available to the City. The City may take the necessary action to ensure compliance with this section, and recover costs and expenses in support thereof.

9. PROVISIONS SUPPLEMENTAL

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the City from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

10. REGISTRABLE PROPERTY DESIGNATION RECONSIDERATION

Mortgagees and owners may request reconsideration of the designation of the property as registrable property. The request must be in writing and must be submitted to the Community Development Director or their designee within seven (7) days of the date of the mailing of the notice of designation. The request shall contain a complete statement of the reasons the mortgagee or owner disputes the designation and shall set forth specific facts in support of the request. The Community Service Director shall send notice of their decision within seven (7) days of receipt of the request. The filing of a request for reconsideration stays the time required for registration until the Director sends the notice of decision.

11. ADDITIONAL AUTHORITY

- (a) The registration of a property shall not preclude action by the City to take any other action against the property pursuant to other provisions of the City Code, or applicable local, state or federal laws.
- (b) Nothing herein contained shall prohibit the City from immediately condemning a property or taking other immediate action upon a determination that the property is a public nuisance or poses an immediate danger to the public, health, safety or welfare as provided for in the City Code or applicable local, state and federal laws.
- (c) The City may contract with an entity to implement this Chapter, and, if so, any reference to the enforcement officer herein shall include the entity the City contract with for that purpose.
- (d) In order to cause the purpose, intent, and provisions of this Chapter and the Code adopted thereby to be carried out and administered, and to facilitate the same, the City Manager be, and he is hereby authorized to cause directives, interpretations and rules not in conflict with said provisions, to be promulgated and enforced.

12. SEVERABILITY

It is hereby declared to be the intention of the City that if the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

13. PENALTIES

Any person, firm or corporation who shall violate any of the provisions hereof, shall be fined not less than One Hundred Fifty Dollars (\$150.00) nor more than Five Hundred (\$500.00) for each offense, and every day on which a violation occurs or continues shall be considered a separate offense. The City may seek remedies which include corrective action, prohibitions or revocations as a part of its relief.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of May, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2020.

CITY CLERK

City Manager

DATE: 5/14/2020

MEMO:

TO: Mayor and City Council

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

SUBJECT: Resolution Authorizing An Agreement Between the City of Decatur and Property Registration Champions, LLC.

SUMMARY RECOMMENDATION: It is recommended that the City Council approve an agreement with Property Registration Champions, LLC for the administration and management of a vacant property and foreclosure registration program.

BACKGROUND: This item was included in the FY 2020 budget, and was discussed at previous neighborhood revitalization study sessions. This agreement essentially outsources the work of enacting a vacant and foreclosed properties ordinance, and provides for remittance of fees for the same to the city's General Fund.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Exhibit

RESOLUTION NO. R2020 _____

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF
DECATUR AND PROPERTY REGISTRATION CHAMPIONS, LLC**

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 finds that Property Registration Champions, LLC, is a capable of providing an electronic registration process for registerable properties; and,

WHEREAS, pursuant to the Agreement, the City will not be incurring any direct additional costs related to the implementation of this agreement.

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

Section 1. That the City of Decatur approves entering into an Agreement with Prochamps, LLC as depicted in Exhibit A attached hereto and hereby incorporated by reference.

Section 2. That the City Manager of the City of Decatur is hereby authorized to enter into and execute the attached Agreement and any other documents necessary to effectuate this partnership.

PRESENTED AND ADOPTED this 18th of May 2020.

JULIE MOORE WOLFE
MAYOR

ATTEST:

CITY CLERK

**AGREEMENT BETWEEN THE CITY OF DECATUR, ILLINOIS
AND PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this ____ day of _____, 20____ (“Effective Date”) by and between Property Registration Champions, LLC, dba PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, FL 32940 (“PRC”), and the City of Decatur, an Illinois municipal corporation, with an address at 1 Gary K. Anderson Plaza, Decatur, IL 62523 (“CITY”).

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration Ordinance Chapter 72.2, (the “Ordinance”) the care of neglected lawns and exterior maintenance of structures is becoming a health and safety issue in the CITY; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the CITY adopted the Ordinance; and

WHEREAS, pursuant to the Ordinance the CITY desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Ordinance, to register vacant, abandoned, and foreclosed properties (the “Properties”), so that the CITY can properly address violations of the CITY’s property maintenance codes; and

WHEREAS, PRC will also provide an electronic registration process that is cost-free and revenue neutral for the CITY; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. PRC RESPONSIBILITIES.

- a. PRC will cite the CITY’s Ordinance to mortgagees and/or owners and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means, or become vacant in accordance with the Key Policy Requirements as outlined in Exhibit “A”. PRC will electronically provide for registration of Properties in violation of Ordinance.
- b. PRC will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the CITY, as well as utility data and any other data available to PRC. PRC will review and confirm the obligation to register properties pursuant to the Ordinance, and with

consultation with the City legal department. PRC will monitor any changes to the obligation to register.

- c. PRC will charge a fee ("Fee") as directed by the CITY to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Ordinance. PRC shall retain one hundred dollars (\$100.00) of each collected Fee and remit the balance to the CITY. PRC shall forward payment of the CITY's portion of the Fee to the CITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with PRC within the county at that time. If there is a change in the number of communities partnered with PRC in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county.
- d. In the event the CITY's Ordinance requires payment of late fees as part of the registration requirements, PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the CITY pursuant to the monthly remittance schedule. All fees related shall be taken out of the CITY's remittance provided in 1(c).
- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the CITY's ordinances. The website will direct Registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the CITY's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the CITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.
- b. **INDEMNIFICATION BY CITY.** CITY shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by CITY to timely respond to a public records request.

3. **TERM and TERMINATION.** This Agreement shall terminate two (2) years from the Effective Date. This Agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination thirty (30) days in advance, any time after the initial 2-year term.
 - a. **TERMINATION FOR DEFAULT.** In the event that either party (the “Defaulting Party”) shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.
 - b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the CITY in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.
4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:
 - a. CITY Ordinance No. 70.2, entitled “REGISTRATION OF FORCLOSURE AND VACANT PROPERTIES”, dated: May 18, 2020.
5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) to ensure CITY the indemnification specified herein.
6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the CITY, and shall be provided to CITY upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC’s endeavors.
7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall maintain records pertaining to this agreement for a period of three years (3) from final payment. Such records shall be subject to audit by the CITY on reasonable advanced, written notice. The audit shall be conducted at the premises of the CITY on business days only and during normal working hours. PRC shall comply with all Florida and Illinois Records Act requirements.

8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.
9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the CITY designate the following as the respective places for giving of notice:

CITY: City of Decatur
 1 Gary K Anderson Plaza
 Decatur, IL 62523
 Telephone No. (217) 424-2700
 Attention: City Manager

PRC: David Mulberry, President/CIO
 2725 Center Place
 Melbourne, FL 32940
 Telephone No. (321) 421-6639
 Facsimile No. (321) 396-7776

10. **AMENDMENTS.**

- a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.
11. **CITY DATA.** On a date, agreed upon, the CITY will provide PRC a digital file, in format agreeable to PRC, containing all of the information of all Properties registered by the CITY. All registrations and fees received by the CITY during the period from the data delivery date to the Effective Date will be submitted to PRC and considered registrations by PRC under the terms of this Agreement. If the CITY is unable to provide the agreed upon digital file then the CITY will provide PRC all property registration information,

including but not limited to registration forms, to PRC for manual entry into the PRC database. If manual entry of this information is required of PRC the CITY agrees to compensate PRC five dollars (\$5.00) per property.

12. **ORDINANCE VIOLATION DATA.** Whenever the CITY becomes aware of one or more relevant ordinance violations upon a property registered pursuant to this Agreement, the CITY shall report the violation(s) to PRC, which shall maintain a record of all reported violations upon the property, in addition to data PRC maintains pursuant to this Agreement.
13. **PUBLICITY.** PRC may include CITY's name and general case study information within PRC's marketing materials and website.
14. **CITY LOGO.** CITY shall provide the CITY's logo to PRC for the purposes as set forth in 1(a).
15. **FORCE MAJEURE.** Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.
16. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.
17. **BINDING AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
18. **LAWS AND ORDINANCES.** PRC shall observe all laws and ordinances of the CITY, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.
19. **EQUAL EMPLOYMENT OPPORTUNITY.** In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.
20. **WAIVER.** Any failure by CITY to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
21. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this

Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois with venue lying in Macon County, Illinois.
23. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.
24. **CONTINGENCY.** This Agreement is contingent upon the Ordinance being passed by the CITY within forty-five (45) days of the Agreement date. If the Ordinance is not passed by that date or PRC does not consent to the Ordinance provisions then PRC can declare this Agreement null and void without any further demands by the CITY.
25. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the CITY and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF DECATUR, ILLINOIS

Julie Moore Wolfe, Mayor

Date: _____

PROPERTY REGISTRATION CHAMPIONS, LLC

David Mulberry, President/CIO

Date: _____

Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940

Exhibit “A”

Key Policy Requirements

Foreclosure:

Ordinance No. 70.2

Registration, Renewal Fee	\$500, \$350
Late Fee	Recurring 10% of Registration and Renewal Fee every 30 days
Registration Triggers	- Post-Filing (NOD ⁱ /LP ⁱⁱ), Occupied or Vacant - REO ⁱⁱⁱ , Occupied or Vacant
Renewal	6 months
Org Exemptions	Governmental entities and HOAs
Property Exemptions	N/A
Refund Policy	A non-refundable semi-annual registration and renewal fee per the ordinance
OMT Update/Change	Report change of info within 10 days. Transferrer is responsible for all unpaid fees, fines and penalties accrued during their involvement with the property.
Effective/Start Date for Registrations	June 1, 2020

Vacant Private Owner:

Ordinance No.70.2

Registration Fee, Renewal Fee	\$200, \$350
Late Fee	Recurring 10% of Registration and Renewal Fee every 30 days
Registration Triggers	Vacant with violation/60 days/Private Owner
Renewal	6 months
Org Exemptions	Nonprofit Organizations
Property Exemptions	Vacant Lots
Refund Policy	A non-refundable semi-annual registration and renewal fee per the ordinance
OMT Update/Change	New OMT is required to re-register the property and pay registration fee
Effective/Start Date for Registrations	June 1, 2020

ⁱ NOD – Notice of Default

ⁱⁱ LP – Lis Pendens

ⁱⁱⁱ REO – Real Estate Owned

Public Works

DATE: 5/6/2020

MEMO: 2020-89

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3407 Ferris Drive

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinances annexing territories be approved.

1. 3407 Ferris Drive
2. 3220 Las Vegas Drive
3. 3291 Las Vegas Drive
4. 3115 North Westlawn Avenue
5. 3135 North Westlawn Avenue

BACKGROUND: The subject properties are being annexed due to a water service agreement. The Public Works Department is not actively pursuing the annexations during the COVID-19 shelter in place order. These documents were sent out previously and have been returned.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3407 Ferris Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3407 FERRIS DRIVE**

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

LOT 26 OF SOUTH HILLTOP SUBDIVISION, AS PER PLAT RECORDED IN BOOK 300, PAGE 212 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-33-301-010

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of May 2020.

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.) _____

Scott White

Brenda White

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3407 Ferris Drive, and legally described as follows:

LOT 26 OF SOUTH HILLTOP SUBDIVISION, AS PER PLAT RECORDED IN BOOK 300, PAGE 212 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-33-301-010

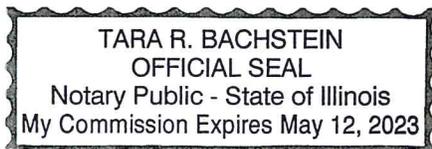
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

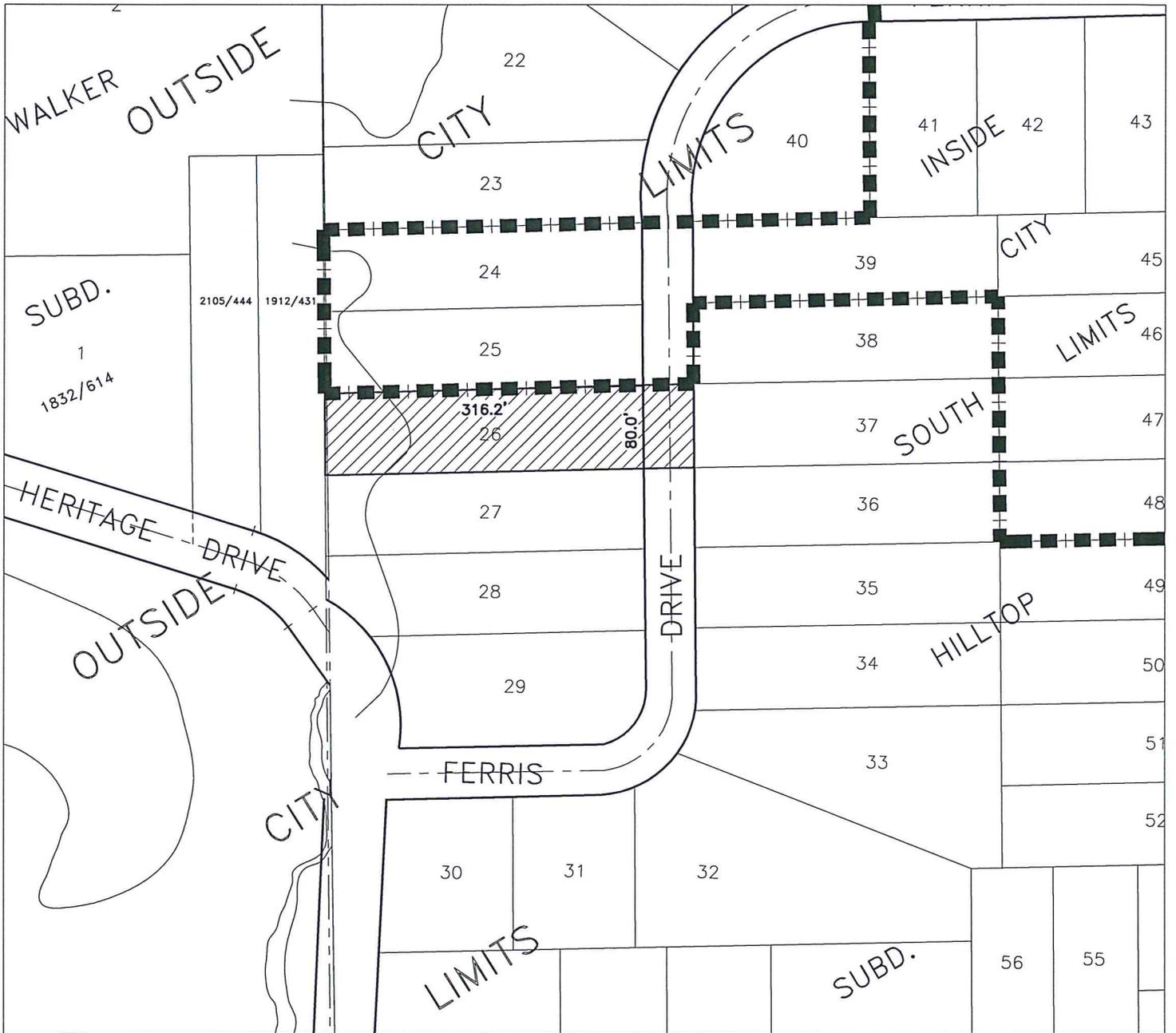
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Scott White</u>	<u>Scott White</u>	<u>3407 Ferris Dr. Decatur, IL</u>
<u>Brenda White</u>	<u>Brenda White</u>	<u>62521</u>

Signed and sworn to before me this 21st day of April, 2020

Tara R. Bachstein

Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3407 Ferris Drive Plat



indicates territory annexed



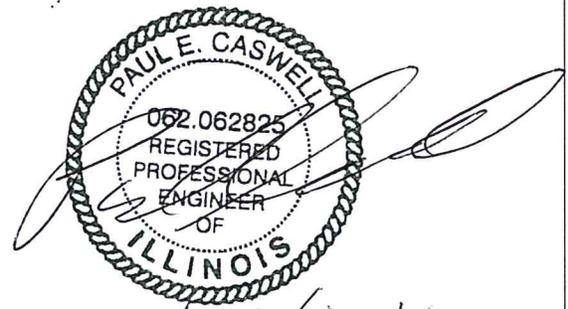
indicates existing corporate limits

0.58± acres

AREA 0.0009± sq. miles

80.0 lin. ft. of public road

SOUTH WHEATLAND township



4/16/2020

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.

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

DATE: _____ Page 341 of 383

Public Works

DATE: 5/6/2020

MEMO: 2020-89

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3220 Las Vegas Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3220 Las Vegas Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3220 LAS VEGAS DRIVE**

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

LOT 51 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-32-433-002

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of May 2020.

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.) _____

DWIGHT D. MAST PATRICIA E. MAST

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3220 Las Vegas Drive, and legally described as follows:

LOT 51 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN #07-07-32-433-002 _____

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

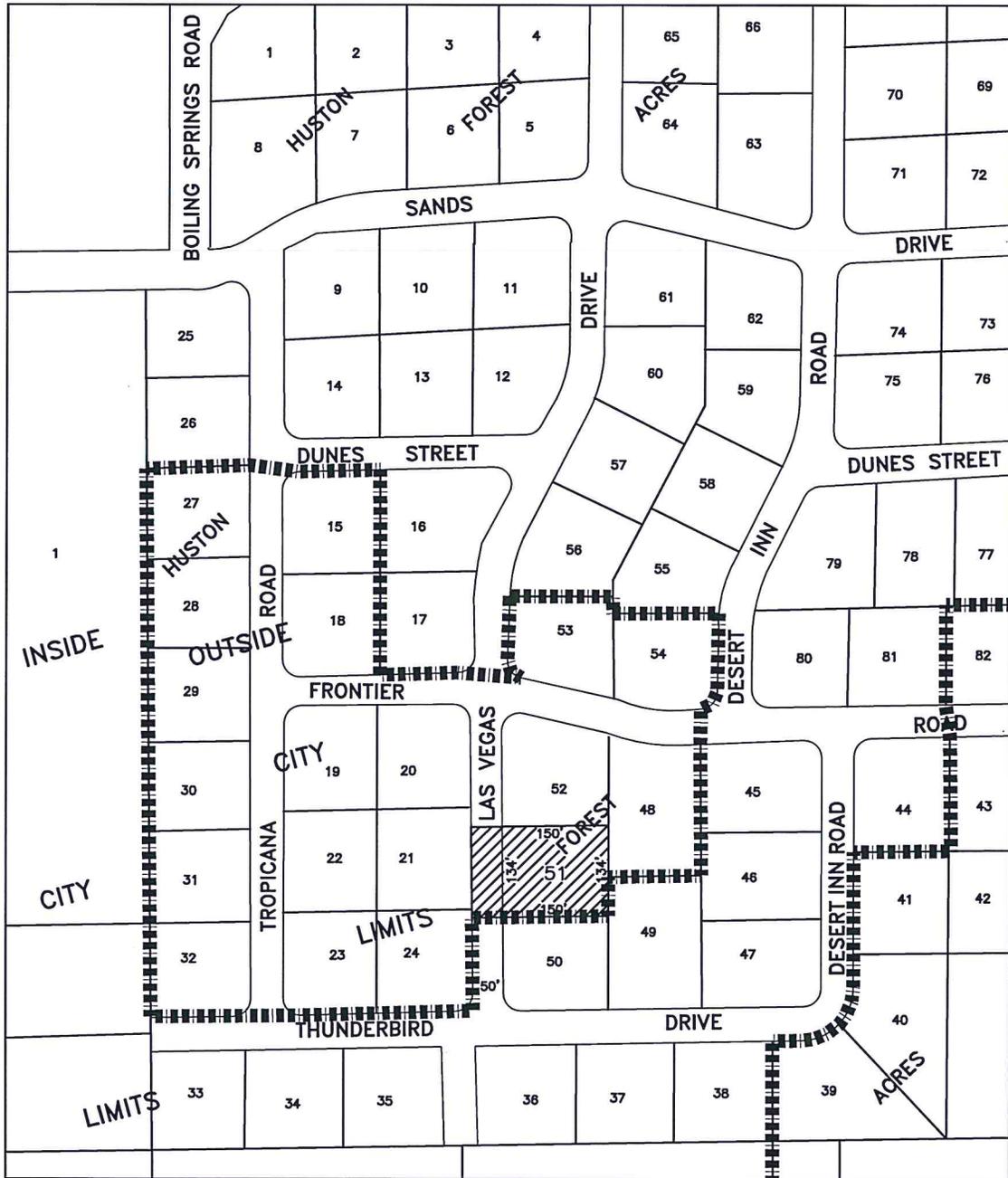
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Patricia E. Mast</u>	PATRICIA E. MAST	3220 LAS VEGAS DR. DECATUR, ILL.
<u>Dwight D. Mast</u>	DWIGHT D. MAST	3220 LAS VEGAS DR. DECATUR, ILL.

Signed and sworn to before me this 14th day of April, 2020

Jeri M. Collins
Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3220 LAS VEGAS DRIVE



indicates territory annexed



indicates existing corporate limits

0.461± acres

AREA 0.0007± sq. miles

134± lin. ft. of public road

HICKORY POINT township



5-6-20

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Public Works

DATE: 5/6/2020

MEMO: 2020-89

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3291 Las Vegas Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3291 Las Vegas Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3291 LAS VEGAS DRIVE**

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

LOT 20 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-32-432-004

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of May 2020.

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.) _____

Robert D. Harrold

Rosemarie Harrold

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3291 Las Vegas Drive, and legally described as follows:

LOT 20 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

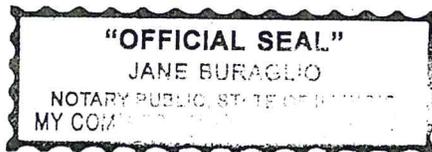
PIN #07-07-32-432-004 _____

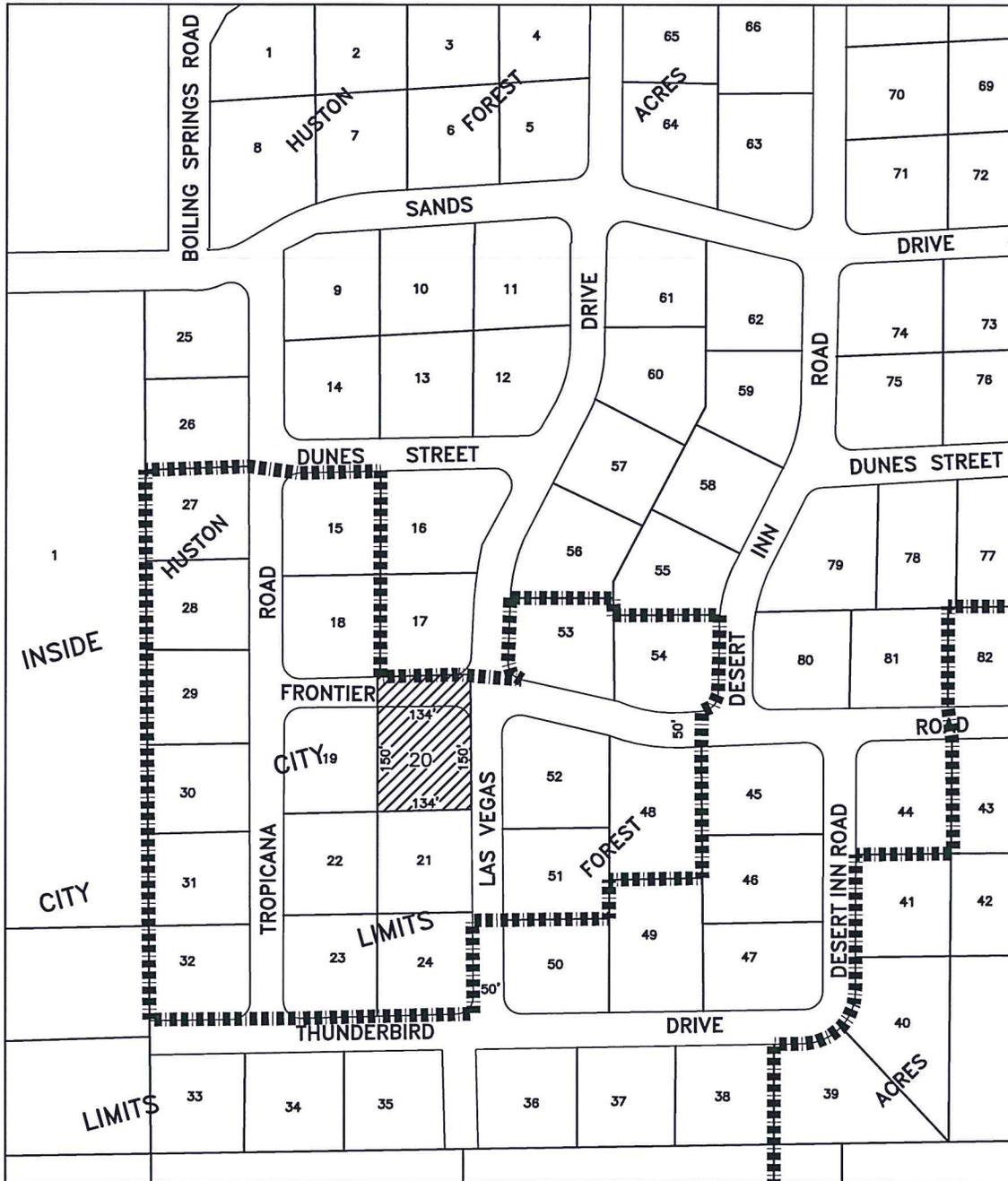
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Robert D. Harrold</u>	<u>ROBERT D HARROLD</u>	<u>3291 LAS VEGAS DR, DECATUR, IL</u>
<u>Rosemarie Harrold</u>	<u>Rosemarie Harrold</u>	<u>3291 Las Vegas Dr. Decatur, IL</u>

Signed and sworn to before me this 10th day of April, 2020

Jane Buraglio
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3291 LAS VEGAS DRIVE



indicates territory annexed



indicates existing corporate limits

0.461± acres

AREA 0.0007± sq. miles

134± lin. ft. of public road

HICKORY POINT township



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____ Page 351 of 383

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

Public Works

DATE: 5/6/2020

MEMO: 2020-89

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3115 North Westlawn Avenue

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3115 North Westlawn Avenue	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3115 NORTH WESTLAWN AVENUE**

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

THE SOUTH 116 FEET OF THE EAST 321 FEET OF THE NORTH 10 ACRES OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD P.M.

PIN# 07-07-32-476-006

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 May 2020.

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.) _____

Karen F March

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3115 N. Westlawn Avenue, and legally described as follows:

THE SOUTH 116 FEET OF THE EAST 321 FEET OF THE NORTH 10 ACRES OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD P.M.

PIN #07-07-32-476-006 _____

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

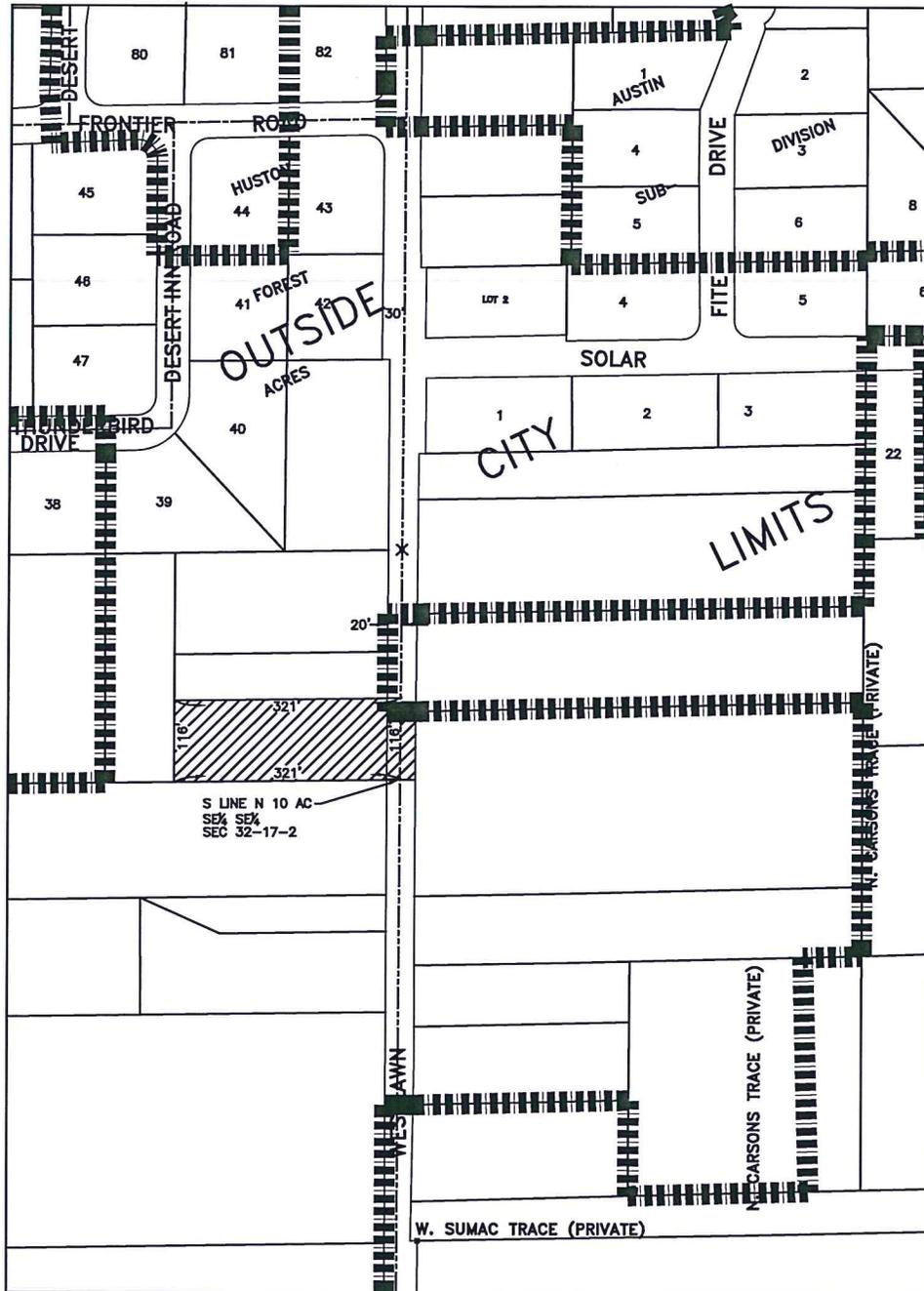
STREET ADDRESS, CITY, STATE

Karen March Karen March 3115 N Westlawn Ave
Decatur IL 62526

Signed and sworn to before me this 9th day of April, 2020

Diana Michelle McGlade
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3115 NORTH WESTLAWN AVENUE



indicates territory annexed



indicates existing corporate limits

0.855± acres

AREA 0.0013± sq. miles

110± lin. ft. of public road

HICKORY POINT township



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Public Works

DATE: 5/6/2020

MEMO: 2020-89

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3135 North Westlawn Avenue

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3135 North Westlawn Avenue	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3135 NORTH WESTLAWN AVENUE**

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

THE NORTH 65 FEET OF THE SOUTH 181 FEET OF THE EAST 321 FEET OF 10 ACRES OF EVEN WIDTH OFF THE NORTH END OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD P.M. SITUATED IN MACON COUNTY, ILLINOIS. EXC COAL, MINERALS, OIL & GAS RIGHTS.

PIN# 07-07-32-476-005

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of May 2020.

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.) _____

Ronald R. Black

Brenda M. Black

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3135 N. Westlawn Avenue, and legally described as follows:

THE NORTH 65 FEET OF THE SOUTH 181 FEET OF THE EAST 321 FEET OF 10 ACRES OF EVEN WIDTH OFF THE NORTH END OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD P.M. SITUATED IN MACON COUNTY, ILLINOIS. EXC COAL, MINERALS, OIL & GAS RIGHTS.

PIN #07-07-32-476-005 _____

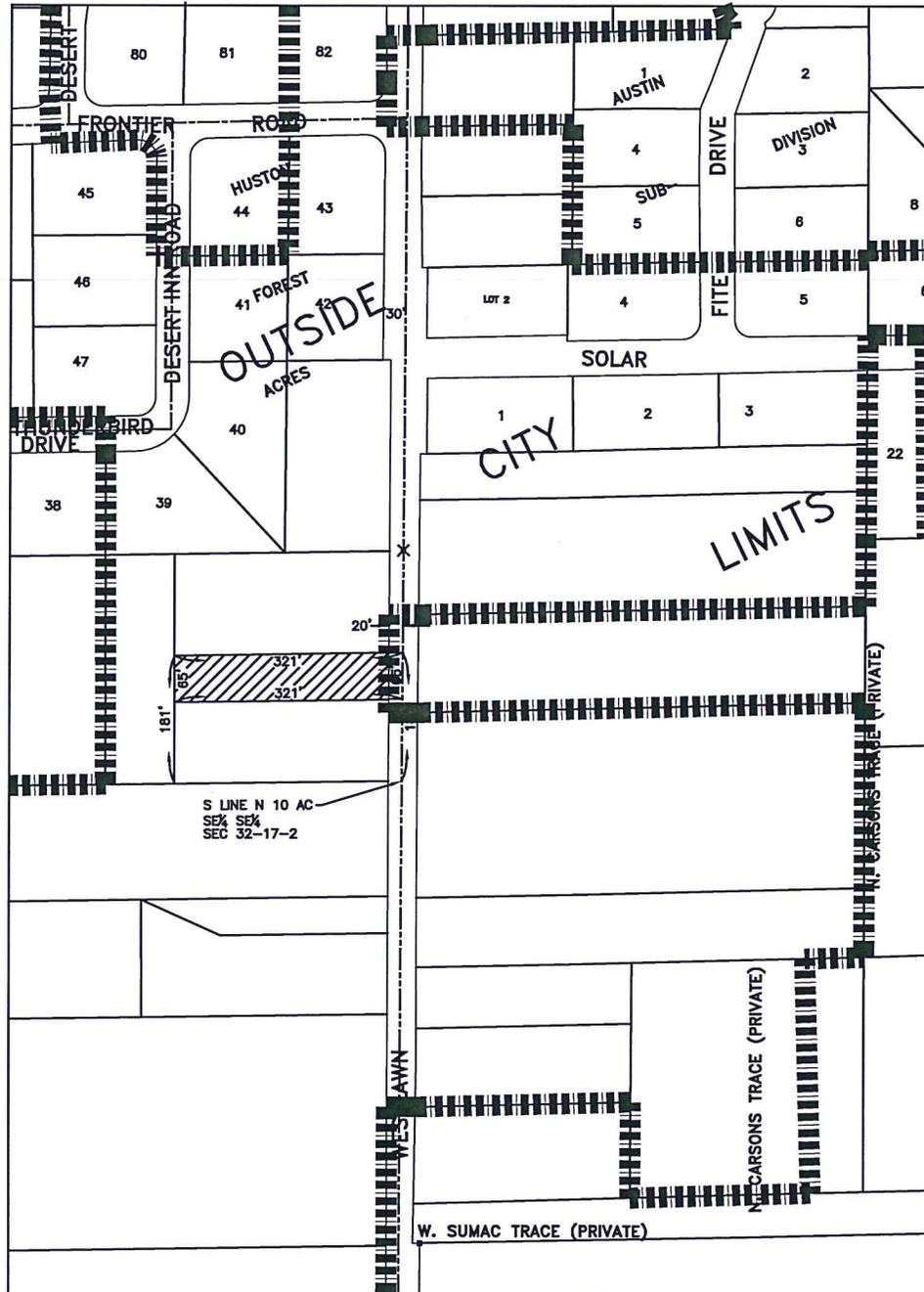
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Ronald R Black</u>	<u>Ronald R Black</u>	<u>3135 N Westlawn Ave</u>
<u>Brenda M Black</u>	<u>Brenda M Black</u>	<u>3135 N Westlawn Ave</u>
		<u>Decatur IL 62526</u>

Signed and sworn to before me this 30th day of MARCH, 2020

Steven L. Hamilton
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3135 NORTH WESTLAWN AVENUE



indicates territory annexed



indicates existing corporate limits

0.479± acres

AREA 0.0007± sq. miles

0 lin. ft. of public road

HICKORY POINT township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

City Clerk

DATE: 5/11/2020

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Richelle Irons, Interim Community Development Director

SUBJECT: Resolution Approving Appointment

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Jon Kindseth to the DCDF board.

ATTACHMENTS:

Description	Type
Resolution Approving Appointment	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:

Jon Kindseth

DCDF

05/01/2021

DATED this 18th day of May, 2020.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2020-_____

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 May, 2020.

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 May, 2020.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 5/11/2020

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Richelle Irons, Interim Community Development Director

SUBJECT: Council is asked to pass the proposed Resolution approving the reappointments of Julie Moore Wolfe, Scot Wrighton, Gregg Zientara, Glenn Livingston, Tony Wilkins and William Francisco to the DCDF board.

ATTACHMENTS:

Description	Type
Resolution Approving Reappointments	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointment by the Mayor of the following named as members of the boards or commissions set opposite their respective names, to serve terms expiring upon the dates set opposite their respective names or until their respective successors are appointed and qualified:

Julie Moore Wolfe	DCDF	05/01/2021
Scot Wrighton	DCDF	05/01/2021
Gregg Zientara	DCDF	05/01/2021
Glenn Livingston	DCDF	05/01/2021
Tony Wilkins	DCDF	05/01/2021
William Francisco	DCDF	05/01/2021

DATED this 18th day of May, 2020.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2020-_____

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 appointments by the Mayor of the persons 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 May, 2020.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent, I hereby reappoint those named in the foregoing request by you approved as therein requested.

DATED this 18th day of May, 2020.

Julie Moore Wolfe, Mayor

City Manager

DATE: 5/8/2020

MEMO: 2020-05

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: City Manager, Scot Wrighton

SUBJECT: Monthly Reports for April, 2020

ATTACHMENTS:

Description	Type
Fire, April, 2020	Cover Memo
Police, April, 2020	Cover Memo
Public Works, April, 2020	Cover Memo
Community Development, April, 2020	Cover Memo
IT, April, 2020	Cover Memo



DECATUR FIRE DEPARTMENT
MEMORANDUM
2020-07

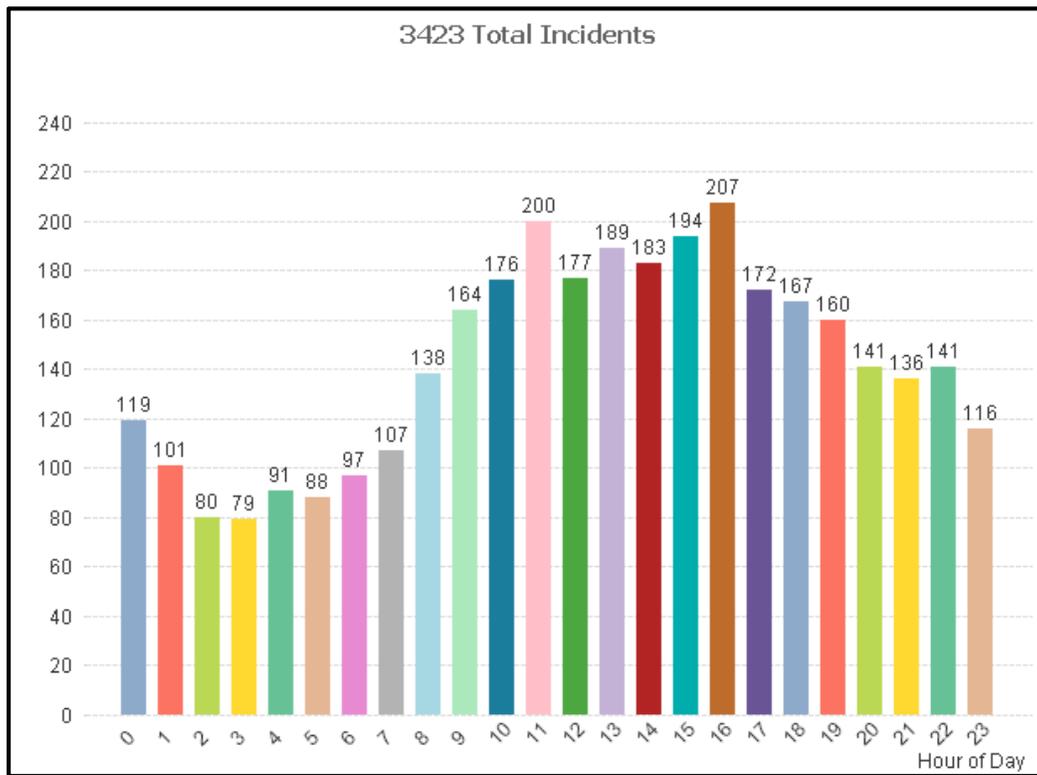
May 7, 2020

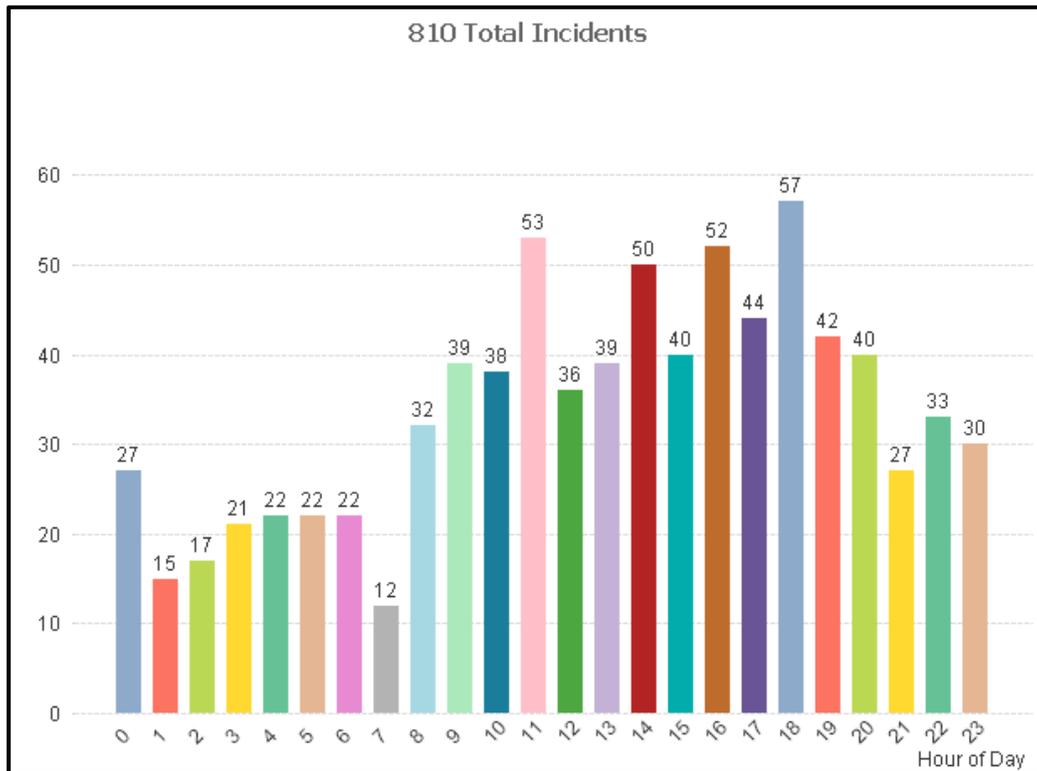
TO: Scot Wrighton, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – April 2020

The fire department responded to 810 alarms in April. To date the department has responded to 3423 alarms in 2020. During the same time period last year, the department responded to 3481 alarms. The call volume for April was only down about two alarms per day compared to last year, which is surprising considering the stay-at-home order was in place.





Training:

Training has been reduced to “in-house” training during the COVID-19 crisis. We are not conducting any multi-company training to avoid cross contamination if one of the firefighters were positive for COVID-19 but was asymptomatic. Therefore, the training consists of items that each company officer develops on a daily basis. We are also using our Target Solutions training database to assign training.

Fire Prevention:

Fire hydrant testing was completed throughout the city in April. Approximately one-quarter of the city’s fire hydrants are tested each year. No major issues were discovered during this year’s testing.

There is not much else to report since the Fire Prevention Division was disbanded and there are no fire inspectors/investigators.

DECATUR ILLINOIS POLICE DEPARTMENT

TO: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton

FROM: James E. Getz, Chief of Police

RE: April 2020 Monthly Report

STAFFING

Sworn Police Officer Staffing

At the end of April 2020 staffing was 145. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Current</u>
Police Chief	1
Deputy Chief	2
Police Lieutenant	5
Police Sergeant	17
<u>Police Patrol Officer</u>	<u>120</u>
TOTAL	145

Civilian-Non Sworn Police Staffing

At the end of April 2020 staffing was 13. Current civilian staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Current</u>
Administrative Secretary	1
Senior Crime Analyst	1
Crime Analyst	1
Sr. Clerk Typist	2
Records Supervisor	1
Parking Enforcement	2
Part-time FOIA Officer	2
<u>Community Liaison Officer</u>	<u>3</u>
Total	13

System Administrator, Duane Richards works out of the Police Department but is staffed under MIS.

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	0	7
Directed Patrols	7	75
Active Problem Oriented Policing Projects	1	1
Completed Problem Oriented Policing Projects	0	0
Parking Citations	18	191
Criminal Arrests	219	1234
Felony Drug Arrests	17	103
Firearms Seized	11	43
Traffic Citations	309	2568
Field Interviews	135	786
Written Warnings	102	1544
Calls for Service/CAD incidents	3496	16896
Unlawful use of Motor Vehicle tows	0	344
Driving Under the Influence Arrests (DUI)	19	130
DUI involving accidents	6	30
Fatal Accidents	1	2
Traffic Accidents	139	710
Accidents with Personal Injury	27	113
City Ordinances Arrests	4	56

Distracted Driving Enforcement-

Electronic Communication Device Citations:

<u>State Citations</u>	<u>YTD</u>	<u>Warning Citations</u>	<u>YTD</u>
3	114	0	29

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	6847 grams	17,241 grams @ \$10-gram	\$172,410
Cocaine-Powder	54 grams	290 grams @ \$100-gram	\$29,000
Cocaine-Crack	3 grams	31 grams @ \$100-gram	\$3,100
Heroin	0 grams	10 grams @ \$300-gram	\$3,000
Ecstasy	1 hits	56 hits @ \$20 hit	\$1,120
Meth	11 grams	653 grams @ 100-gram	\$65,300
K-2/Pills:	1	27	
Search Warrants: 2		YTD: 24	
US Currency Seized: \$2,839		YTD: \$53,400	
Firearms seized: 4		YTD: 29	
Vehicles seized: 2		YTD: 0	

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 73	YTD: 299
Cases closed/resolved: 46	YTD: 214
Criminal Arrests: 31	YTD: 134
Homicides:3	YTD: 3
Infant Death Investigations: 0	YTD: 1
Suicide Detective Investigations: 0	YTD: 0
Missing Person Investigations: 4	YTD: 8
Computer forensic Exams: 160	YTD: 320

Crime Analysis Unit and Investigations:

Sex Offender Registrations: 104	YTD: 481
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Freedom of Information (FOIA)

The Professional Standards Unit received 158 Freedom of Information Act requests for the month.

Total requests YTD in 2020 is 826

**** Most of these numbers are down as the Department has tried to limit proactivity to decrease possible exposure and spread of Coronavirus****

**Public Works Department
Monthly Activity Report
April 2020**

Engineering:

McKinley Avenue Sewer Rehabilitation Project:

Month Activity: All work is complete, final inspection is being performed by City and CMT.

Final loan closeout is scheduled for May.

Project Background: Chastain and Associates completed design and submitted the plans and specifications to IEPA for approval. The Loan Ordinance was approved on November 5, 2018 for \$7.9 million. A request for qualifications and proposals was advertised on February 13, 2019 to provide the City with construction engineering services. The City receive proposals from Crawford Murphy and Tilly (CMT) and Chastain and Associates. The City selected CMT as the most qualified firm and an engineering services contract was awarded on June 3, 2019. The construction project is advertised June 20, 2019 and bids were received on August 20, 2019. The City received six bids with the low bid received from SAK Construction for \$5,222,777. IEPA approved the bid and provided the City with the loan offer for \$5,911,143.31. The City also received \$886,671.50 of the loan amount will be forgiven. SAK received the Notice to Proceed on November 4, 2019.

Mound Road Spring Creek West and Middle Deck Replacement:

Month Activity: Restoration was started in April and is expected to be completed in May.

Project Background: Mound Road bridges West (between Neely Ave and Educational Park) and Middle (between Moundford Ave and Camelot Dr) over Spring Creek was advertised through the State with bids received January 18, 2019. The project replaces both bridge decks

with staged construction to allow for two-way traffic. The State received six bids with the lowest bid received from Sangamo Construction at approx. 2.5 million. The City will receive 2 million in Federal funding with the MFT Fund covering the remaining. All work is complete except final restoration and striping.

2019 Water Main Replacement Project:

Month Activity: Final restoration is completed, final project punch list is scheduled for May.

Project Background: The project was designed by Engineering staff, the project is in the area bounded by Grand to the North (project will not include MacArthur High), Fairview to the East, King to the south and Taylor to the west. The project was advertised on January 30 with bids received on February 20. The resolution was awarded to Burdick Company as the lowest responsive bidder on March 4. The project is complete with all the new watermain operational and the existing abandoned.

32nd and Fulton Storm Drainage Improvement Project:

Month Activity: The Project was advertised for bid April 15th with bids due May 6th.

Project Background: The Project was design by Farnsworth Group. The project will provide a new storm sewer to serve the area generally bounded by Rt 36 to the North, 36th St to the East, Orchard to the South and Country Club Rd to the East to relieve flooding. The Project was the no. 3 priority on the Storm Water Master Plan.

2019 DPTS Bus Shelter Pad Project:

Month Activity: The City issued notice to proceed with the work scheduled to begin in May

Project Background: Engineering Staff designed the 2019 Decatur Public Transit Project. The project was advertised on July 17 and bids were received on August 7, 2019. The bid came in

higher than estimated and budgeted for by Decatur Transit. The project was re-advertised February 5, 2020 with the bids received February 28, 2020. The contract was approved by Council on March 17, 2020.

Main Street Bridge over Stevens Creek Repair:

Month Activity: Restoration was started in April and is expected to be completed in May.

Project Background: WHKS designed the repair of the Main Street Bridge over Stevens Creek. During routine bridge inspection piles for the abutment were found to be exposed with some have section loss. The project's design will rehabilitate the section loss and protect the remaining piles per IDOT standards. Bid were received on September 5, 2019 and awarded to Sangamo Construction as the lowest responsible bidder on September 16, 2019. All work is complete except final restoration.

2020 State and Local MFT Project:

Month Activity: Work has started on the State MFT approx. 40 percent of the work complete with paving complete on First drive and water services and concrete patching complete on Prairie St. The Local MFT has started water service replacement on Church Street and ADA ramp replacements. Paving is expected to increase in May.

Project Background: Engineering Staff has prepared the 2020 State and Local MFT projects.

The State MFT project was advertised on February 5 with the bids received on February 19.

The Local MFT project was advertised on January 15 with bids received on February 6th. Both project were awarded to Dunn Company.

2020 Water Main Replacement Project:

Month Activity: The Contractor has completed installation of the watermain on phase 1 of 4 starting on Moffet Ave. Testing, chlorination and service connections on phase 1 is scheduled for May T

Project Background: The project was designed by Engineering staff, the project is in the area bounded by Rt 36 to the North, Moffet Ln to the East, W Main St to the south and Moffet Ave to the west. The project was advertised on January 8 with bids received on February 5. The project was approved on February 24 to Burdick Co. as the lowest responsive bid.

2019 Valve and Hydrant Replacement Project:

Month Activity: All valves and hydrant have been replaced with final restoration scheduled for May.

Project Background: The project was designed by Engineering staff; the project replaces existing critical valves and hydrants at various locations within the distribution system. The project was advertised on January 8 with bids received on February 5. The project was approved on February 24 to Entler Excavating as the lowest responsive bid.

Taylor Bridge Replacement over Ward Branch Creek:

Month Activity: The State received 4 bids on April 24, 2020 with Sangamo Construction providing the lowest bid for \$1,070,724. The City/State joint agreement provided approval up to \$1,080,000, the state will process the contracts in May with the notice to proceed expected early June.

Project Background: WHKS was hired as the City's consultant to provide design services for replacement of the Taylor Bridge over Ward Branch Creek. Taylor Bridge is located on Taylor

Rd approx. 0.6 Miles south of Rt 48. The project is a joint project with the IDOT and will receive federal funding for up to \$800,000 of the estimated \$1,050,000 construction cost.

MUNICIPAL SERVICES MONTHLY DATA 04/01/2020 – 04/28/2020

TASKS	QUANTITY	MANHOURS	OTHER INFO
Sewers Cleaned	1,481 lin. ft.	26 hrs.	
Catch Basins Pumped	49 each	84 hrs.	
Sewer Root Cut	49,922 lin. ft.	199 hrs.	
72 Hour Cleanups	55 each	108.5 hrs.	
Home Secures	20 each	28 hrs.	
Sidewalks	226 sq. ft.	71.5 hrs.	
Snow Fence	3,750 lin. ft.	32 hrs.	
Potholes Patched	6,525 each	635 hrs.	
Alley Grading	69,690 lin. ft.	149 hrs.	
Street Sweeping	566 miles	416 hrs.	
Signs Made	47 each	93 hrs.	
Signs Repaired	30 each	53 hrs.	
Signs Installed	28 each	64.5 hrs.	
Decals Made	40 each	6 hrs.	
City R.O.W. Mowing	N/A	246 hrs.	
State Entryway Mowing	N/A	64 hrs.	

**Water Production Division
Monthly Activity Report
April 2020
(updated information in bold text)**

Lake Decatur Dredging Basins 1 through 4: Great Lakes Dredge & Dock will complete sediment storage basin drainage improvements in mid 2020 to close out the project.

Lake Decatur Landscape Maintenance: A portion of this year's project is to establish native grasses and plants with the assistance of the Macon County Conservation District (MCCD) at an area adjacent to Lake Shore Drive at M.L. King Jr. Drive. Sites for the rest of this year's project are being reviewed.

Lake Decatur Water Level: The level of Lake Decatur was maintained at an average of **613.99 feet above mean sea level (95% full) which is on target for April.**

Lake Decatur Watershed Management Plan: Northwater Consulting began work on watershed monitoring options, strategic partnership coordination, grant proposal requirements and the watershed technical analysis.

Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. **All of 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 nor OUIs occurred this month.**
3. Reduce the amount of sediment accumulating in the lake annually. Data for this outcome has not been obtained yet.

South Water Treatment Plant East Clarifiers to Claricones Conversion: Crawford, Murphy & Tilly has completed 99% of the engineering and construction bid specifications. This project is on hold pending the recommendations of the Water Utility Long Term Sustainability Plan.

Water Production: 510.8 million gallons of potable water were pumped to customers which was 7.3% less than April 2019.

April 2020

Water Services: Staff repaired 15 water services, 33 fire hydrants and 1 system valve. Inspected 92 system valves and 37 fire hydrants and completed 1,130 utility billing orders and 66 distribution system orders.

Staff assisted with the 2020 Water Main and Valve Hydrant Replacement Projects. Assessed and located water services for the North Church St. and East Prairie Ave. street restorations.

**COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT
APRIL 2020**

ECONOMIC DEVELOPMENT- Staff had 3 new and separate inquiries in April for possible projects with 2 tele-conference meetings related to ongoing initiatives. We have ongoing Economic Development projects both in the planning stage and under way. Inquiries have been slowed a bit due to the Covid 19 pandemic. As of last week, there were 590 job listings in the Decatur, Illinois area on indeed.com, one of the leading national job search sites. DPS61 led the way with 32 jobs, followed by All Ways Caring HomeCare with 13 jobs and Bright Star of Decatur with 12 jobs.

PLANNING AND DEVELOPMENT DIVISION

In April, staff was and is still able to process and review site plans, rezoning and conditional use permit requests, zoning variance applications, street and alley vacation requests, and subdivision plats submitted for compliance with local development regulations and ordinances, even during COVID-19 stay at home orders. We adapted to doing some reviews of digital submittals of site plans and other materials. Staff also used time training in Planning and Zoning through online webinars.

Staff in conjunction with other city departments reviewed six (6) submittals which included five (5) site plans and one (1) minor subdivision plat. Staff also inspected nine (9) landscape plans. Staff along with other departments held three (3) Zoom meetings or conference calls for pending developments.

For the Decatur Urbanized Area Transportation Study (DUATS), staff worked on the Draft FY 2021-2024 Transportation Improvement Program (TIP), FY 2020-2023 TIP Amendment and the 2019 Federally Obligated Projects list. A joint Policy and Technical Committee Zoom meeting was also held via Zoom. Ten proposals were received for the Decatur Bike Plan RFP which was published to the Illinois American Planning Association and American Planning Association with a submittal deadline of 04/24/2020. In May, DUATS and the Selection Committee will review and possibly interview finalists for selection.

BUILDING INSPECTIONS DIVISION

For April, we issued a total of 126 permits with a total work value of \$2,476,473. Of those, we had three (3) permits each with a value of over \$200,000 [Grove Road Ag Training Facility and (2) new single-family residences].

PERMIT TYPE	# ISSUED	WORK VALUE	PERMIT FEES	PLAN REVIEW
Building	79	\$2,191,986	\$15,770	\$1,034
Demolition	2	\$18,970	110	0
Electrical	10	\$20,989	700	0
Mechanical	7	\$43,647	450	0
Plumbing	22	\$50,444	1,350	0

Pool	2	7,000	250	0
Sign	4	143,437	1,435	0
Temporary	0	0	0	0
TOTAL	126	\$2,476,473	\$20,065	\$1,034

NEIGHBORHOOD SERVICES DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue on various loan accounts.
- Staff qualified homeowners for the Residential Rehabilitation program.
- Staff prepared environmental reports for residential rehab and infrastructure projects.
- Staff continued assistance through the Emergency program for homeowners with life threatening, health and safety issues, i.e. inoperable furnaces and electrical.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation and demolition to various areas of the City.
- Staff is preparing the 2020-24 Consolidated Plan. Public meetings are required to gather input as to gaps in community services.
- Staff continues to be active in the Continuum of Care process as well as homeless meetings, and events as required by HUD.
- Staff has worked hard to increase the number of LEAD certified general contractors.
- Staff is working with HUD CPD-Chicago to ensure compliance with a multi-rental complex.
- Staff met with Regional Neighborhood Network Conference members to discuss the FY20 conference to be held in Columbus, OH. The host city still plans to host the conference, however several of the member cities may not be able to participate because of lack of funding.
- Staff meets weekly with homeless providers who will receive COVID-19 funding. The purpose is to reduce duplication and fill the gaps caused by COVID-19.
- Staff is aggressively seeking lead contractors for city rehabilitation projects. We have secured one new contractor to bid on rehabilitation projects, for a total of four.
- CDBG sub grantees, Old King's Orchard Community Center and Project READ submitted final reports for their agreement.
- Staff submitted a grant application to IHDA and received notification of an award of \$470,000 for roof replacement and housing rehabilitation.
- Staff meetings with outside agencies and various committees have been cancelled or gone to virtual meetings because of COVID-19 restrictions.

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.

See attached for a summary of the work involved during the month of April.

ATTACHMENT

**NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
APRIL 2020**

NEW CASES	
Health & Safety (72 Hour)	85
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	50
No Garbage Service	2
Nuisance	191
Secure of Abandoned Buildings	8
Weeds	223
TOTAL	559

DEMOLITIONS	
Year-to-Date	
Demolished	13
New Cases	4
Sent to Legal	1
Sent to Council	0
Out to Bid	0
Contracts Granted	0
Contract Amount	0.00
Permits Issued	0
Permits Finaled	0
Active Demolitions	192

RE-INSPECTION VISITS	
Code Enforcement	774
Weeds	116
TOTAL	890

GARBAGE SERVICE COMPLAINTS	
Received	0

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	15
Weeds	0

INVOICES*	
New Invoices	82
Dollar Amount	\$30,380.51

WEED ABATEMENT	
Contractor Mowed	95
Owner Mowed	0
TOTAL	95

PAYMENTS RECEIVED**	
Weeds (Year-to-date)	\$0.00

* 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.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2020
April

This month, the Information Technology (IT) Department staff completed the following notable work:

- Macon County Clerk's Office upgraded their court data management system to Odyssey. Access software was deployed to Decatur Police Department to search cases, depositions, people, court dates and, etc.
- Technical specification in support of a request for proposal for the Police Department neighborhood camera project continues. Movement has been slow due to inaccessibility of vendors for technology questions.
- Created several more fillable PDF forms where forms can be completed electronically as opposed to printing and manually writing responses.
- Downloaded enhancement documents and release notes from Tyler to support the next MUNIS upgrade and started detailed review.
- Began a security access review for software applications used by the City of Decatur.
- Created several data exports from Tyler Utility Billing module for the Works Department.
- Reconciled address data between DB2 database and the Recycle Cart application.
- Researching the need to modify City employee management systems to line up with the Families First Coronavirus Response Act.
- Investigating new more cost-effective Antivirus protection software for the City computer server infrastructure.
- Responded to questions concerning our application for state of Illinois Capital Grant funds for City of Decatur fiber extensions expected to be finalized soon.
- Recording, editing and publishing to YouTube COVID-19 Community Update Videos 3 days a week. This includes City Website editing for COVID-19 information.
- Updated and created the 2020 Hydrant Flushing Map for the Fire Department.
- New Aerial photos were obtained and uploaded to the GIS Database for 2020.
- Began dialog with Planning staff concerning replacement of the no longer operational Zoning Analyst software application.
- Performed GIS Server maintenance to increase server efficiency and response times.
- In April, IT processed 141 Help Desk tickets, resolving 78 on the initial call (55.32% First Call Resolution Rate). Thirteen support surveys were returned and ranked as Exceptional Service. Many comments were returned like "support was timely and helpful" and "great job troubleshooting and explaining the problem" and "problem was handled immediately and courteously".