



Monday, March 18, 2024
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of March 4, 2024 City Council Meeting

IV. Unfinished Business

V. New Business

1. Treasurer's Financial Report
2. Resolution Approving an Intergovernmental Agreement between the City of Decatur and Decatur Public School District #61 for Repurposing of the Garfield School Site
3. Resolution Authorizing License for Underground Pipelines, Cables, and Conduits with the Illinois Central Railroad on Faries Parkway at Brush College Road
4. Resolution Accepting the Bid Price of S&R Marine and Equipment for the Purchase of One (1) 2024 SeaArk VFX 2072 Deluxe Patrol Boat, Trailer and Accessories
5. Resolution Accepting the Vandevanter Engineering Company Proposal for the Purchase of a Wash Water Return Pump
6. Resolution Accepting the Bids and Authorizing the Execution of Purchase Orders for Furnishing Ammunition to the Decatur Police Department
7. Resolution Authorizing the Execution of a Three-Year Agreement and Payment to Lexis Nexis for their Desk Officer Reporting System
8. Resolution Authorizing Payment to Central Square for Software Maintenance Fees

9. Resolution Amending Intergovernmental Agreement - County of Macon, the Village of Mt. Zion, the Village of Forsyth and the Village of Long Creek - Decatur Macon County Enterprise Zone
10. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Ordinance Annexing Territory 2975 Turpin Road
 - B. Receiving and Filing of Minutes of Boards and Commissions
 - C. Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Decatur Craft Beer Festival
 - D. Resolution Approving Reappointment - Electrical Commission
 - E. Resolution Receiving and Filing the 2023 Official Zoning Map
 - F. Resolution Authorizing the Execution of an Agreement with F&E Lawn and Janitorial Service for 2024 Weed Abatement
 - G. Resolution Authorizing the Execution of an Agreement with Roots Lawncare LLC for 2024 Weed Abatement
 - H. Resolution Authorizing the Execution of an Agreement with Up and Ready for 2024 Weed Abatement
 - I. Resolution Authorizing the Execution of an Agreement with Isaiah Enterprises LLC for 2024 Weed Abatement
 - J. Resolution Authorizing the Execution of an Agreement with Julies Mowing Service for 2024 Weed Abatement
 - K. Resolution Authorizing the Execution of an Agreement with Jandi Services for 2024 Weed Abatement
 - L. Resolution Authorizing the Execution of an Agreement with Inherited Services LLC for 2024 Weed Abatement
 - M. Resolution Authorizing the Execution of an Agreement with Shemilah Outreach Center for 2024 Weed Abatement
 - N. Resolution Authorizing the Execution of an Agreement with Jim Kaufman Lawn Care for 2024 Weed Abatement
 - O. Resolution Authorizing the Execution of an Agreement with Swick's Lawn Care for 2024 Weed Abatement
 - P. Resolution Certifying and Adopting the City of Decatur Public Transportation Agency Safety Plan Amendment
 - Q. Resolution Certifying and Adopting the FTA Drug & Alcohol Policy for the City of Decatur Transportation Services Department

VI. Other Business

VII. Adjournment

Monthly Reports, February, 2024

SUBJECT: Approval of Minutes of March 4, 2024 City Council Meeting

ATTACHMENTS:

Description

Type

Approval of Minutes of March 4, 2024 City Council Meeting Backup Material

CITY COUNCIL MINUTES

Monday, March 4, 2024

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

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mr. Robert Archer presented a proclamation proclaiming March 2024 as “DeMolay Month” in the City of Decatur.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Russell Fort, James Taylor, William Mollohan, David Johnson, Patrick McBride, Michael Hartwig, Suzanne Beltz, Bret Robertson, Ayn Owens, Sherry Evans, John Ritchhart, Abeer Motan, Ron White and Catherine Genet.

Council members responded to comments from citizens.

The minutes of the February 12, 2024, City Council Study Session were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

The minutes of the February 20, 2024, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

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

Mayor Moore Wolfe called for a discussion on Premium Yard Waste Services.

City Manager Wrighton opened the discussion with a brief overview of premium yard waste services being offered by garbage haulers.

Mr. Eric Shangraw and Mr. Dave Schaab, Municipal Marketing Managers for GFL Environmental and Waste Management, respectively, were present to answer questions about the services they provide.

Mr. Patrick McBride and Ms. Molly Shade voiced concerns about the changes in premium yard waste services.

Council members expressed their concerns and requested changes to the current services being offered.

R2024-66 Resolution Authorizing a Sourcewell Contract for the Purchase of One (1) Roadlazer RoadPak Paint Sprayer, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2024-67 Resolution Authorizing Stipulated Agreement 2309 Concerning Safety Improvements at the At-Grade Crossing with the Illinois Central Railroad Company at Martin Luther King Jr. Drive and Wood Street, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

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

R2024-68 Resolution Authorizing Stipulated Agreement 2307 Concerning Safety Improvements at the At-Grade Crossing with the Illinois Central Railroad Company at Martin Luther King Jr. Drive Near Peoria Avenue, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

2024-24 Ordinance Authorizing the City of Decatur of Macon County, Illinois to Borrow Funds from the Public Water Supply Loan Program, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

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

R2024-69 Resolution Authorizing an Intergovernmental Agreement between the City of Decatur and the Macon County Conservation District for Assistance with Controlled Burning, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2024-70 Resolution Accepting the Cummins Midstate Power Inc. Quote for the Rebuild of the Engine for Fire Truck #366, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

City Manager Wrighton gave an overview of the Resolution.

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

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

2024-25 Item A. Ordinance Annexing Territory 2801 Southland Road
2024-26 Item B. Ordinance Annexing Territory 2222 South Shores Drive
2024-27 Item C. Ordinance Annexing Territory 2981 Turpin Road
2024-28 Item D. Ordinance Annexing Territory 3030 Turpin Road
R2024-71 Item E. Resolution Authorizing Action Regarding Unsafe Structures

Councilwoman Gregory moved Items A. through E. be approved by Omnibus Vote; seconded by Councilman Kuhle, and on call of the roll, Council members Chuck Kuhle, Ed

Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn 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.

Ms. Wendy Morthland, Corporation Counsel, answered questions from Council members regarding the lift assist ordinance.

With no Other Business, Mayor Moore Wolfe called for adjournment.

Councilwoman Gregory moved the City Council meeting be adjourned, seconded by Councilman Culp and upon call of the roll, Council members Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 7:23 p.m.

Approved _____
Kim Althoff
City Clerk

Finance and Treasury

DATE: 3/14/2024

MEMO:

TO: Mayor Pro-Tem Lisa Gregory & Decatur City Council Members

FROM: Scot Wrighton, City Manager
Ruby James, City Treasurer & Chief Finance Officer
Anthony Cooling, Budget & Revenue Officer

SUBJECT: Treasurer's Financial Report

BACKGROUND:

The January and February Treasurer's reports are included in the packet. The trend is that cash and revenue expectations are getting tighter. Since the last financial period, the city has made large payments for capital and debt principally from its Enterprise Funds--which accounts for the greatest change in cash position. But even in the General Fund, the city's reserve is right at the 90-day policy level.

Senior staff has been directed to restrain spending the current fiscal year, especially since some FY2024 revenues remain tentative. If the state legislature abolishes grocery taxes it will hit the city's budget in the last half of the current fiscal year (i.e., after July 1, 2024).

Depending on what other damage the State does to municipal finances during the current legislative term, we expect to bring a budget amendment to the council in May to formalize revisions in the current year budget that may be required to keep city operations within new spending parameters.

ATTACHMENTS:

Description	Type
Treasurer's Financial Report January & February 2024	Backup Material
Backup Data	Backup Material



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report January & February 2024

The Year in Play

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

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

City Financial Position

The City of Decatur ended the month with a total cash position of \$107.9 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$122.2 at the end of last month.

The City General Fund ended the month with a cash position of \$21.3 million versus last month's cash position of \$23.7 million. The General Fund is the primary operating fund of the City which provides the cash to pay for the basic services to citizens and stakeholders, including public safety protection, public works services, code enforcement, economic and community development services as well as general government service.

The General Fund cash reserve position is 89.6 days. The council approved cash reserve policy is a 90-day cash reserve, which is calculated for the FY2024 budget at \$21.5 million. The FY2024 90-day cash reserve is a higher amount compared to last fiscal year since the total FY2024 budget is higher. The FY2023 90-day reserve was \$20.9 million.

City cash reserves are contained in Special Revenue funds (\$15 million), TIF Redevelopment funds (\$2.5 million), Capital funds (\$8.3 million), Debt Service fund (\$-.05 million), Internal Service funds (\$6.2 million) and Enterprise funds (\$54.3 million), which are earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

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

Fund Type	Dec-23	Jan-24	Feb-24	Comment
Special Revenue	17.7	17.1	15	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	2.5	2.5	2.5	Debt service and redevelopment agreement obligations
Capital	8.3	7.9	8.3	Capital funding available; negative in Feb. due to timing
Debt	1.2	1.2	-0.05	Debt service obligations; timing difference – will fund in March
Internal Service	5.3	5.6	6.2	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	61.6	63.8	54.3	Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber
Non-General Fund	96.6	98.1	86.25	
General Fund	23.3	23.7	21.3	Basic services to citizens and stakeholders
Total City Cash	120.2	122.2	107.9	

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

There is still \$4.6 million of transfers to be made out of the General Fund for debt and equipment later in the year after funds from the tax levy and state revenues have been received.

General Fund Position

Cash

The City General Fund cash position ended the reporting period at \$21.3 million. The current cash balance represents a cash reserve position of about 89.6 days. The general fund 90 reserve was calculated to be \$21.5 million for the FY2024 budget based on the policy of excluding capital expenses. About a quarter million dollars represents one day of reserve.

General Fund Result

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

Chart notes

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

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

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

\$(000)	Year to Date(1)	Budget Target(2)	% vs Target(3)
Revenue	11,984	13,376	-12%
Expense	14,290	12,287	14%
Surplus	(2,306)	1,089	

Revenue Comments

- There was not a January distribution of the utility tax, but this is due to timing issues.
- The revenue estimates are based upon the FY2023 actual collections. For example, if 10% of a revenue was received in FY2023 in a given month, the FY2024 budgeted amounts, with certain exceptions, are budgeted to come at 10% in that same month in FY2023.
- Local and state economic indicator taxes, distributed with a 1-3 month lag between merchant collection and distribution to the city, are generally slightly positive compared to last year.
- Projections are based on the adopted budget.

General Fund Revenue

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

GENERAL GOV TAXES	Actual YTD	Revised Budget YTD	vs Adopted Budget	% vs Budget
PROPERTY TAX	-	-		
MOBILE HOME PRIVELEGE TAX	-	-		
STATE SALES TAX	2,367,032	2,395,029	(27,997)	-1%
TELEPHONE UTILITY TAX	188,676	205,803	(17,128)	-9%
FOOD & BEVERAGE TAX	670,660	731,610	(60,950)	-9%
HOTEL AND MOTEL TAX	140,371	164,528	(24,157)	-17%
LOCAL SALES TAX	2,276,768	2,349,330	(72,562)	-3%
AVIATION FUEL TAX	6,255	1,333	4,921	79%
LOCAL USE TAX	493,052	559,211	(66,160)	-13%
AUTO RENTAL TAX	9,394	11,167	(1,772)	-19%
UTILITY TAX - ELECTRIC & GAS	410,027	1,156,329	(746,301)	-182%
VIDEO GAMING TAX	382,553	407,191	(24,637)	-6%
STREAMING TAX	-	-		
CABLE TV TAX	220,606	262,499	(41,893)	-19%
Sub Total	7,165,395	8,244,031	(1,078,636)	-15%
GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	1,459	2,318	(859)	-59%
STATE REPLACEMENT TAX	315,936	429,305	(113,369)	-36%
STATE INCOME TAX	2,189,084	2,163,577	25,507	1%
FEDERAL GRANTS	31,958	25,000	6,958	22%
STATE GRANTS OR OTHER	-	28,167	(28,167)	
POLICE OT REIMBURSEMENTS	9,582	14,500	(4,918)	-51%
CANNABIS TAX	18,790	17,000	1,790	10%
OPIOID TREATMENT FUNDING	-	-	-	
Sub Total	2,566,809	2,679,867	(113,058)	-4%
GENERAL GOVERNMENT (SERVICE)				
Sub Total	1,373,328	1,475,234	(101,907)	-7%
GENERAL GOV LICENSES/PERMITS				
Sub Total	126,154	76,976	49,178	39%
GENERAL GOV OTHER				
Sub Total	753,557	900,716	(147,159)	-20%
General Fund Total (year-to-date)	11,985,243	13,376,824	(1,391,582)	-12%

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

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

General Fund Expense Comments

On a year-to-date basis, general fund spending is \$14.2 million of a \$12.3 million revised budget.

- The Police Department's first payment for the Emergency Communications Contract was budgeted to be spent later in the year, which is the primary reason for spending being over the budget target. However, costs are still within the yearly budgeted amount.

Year-to-date position of expense vs. budget

Expense numbers may not add due to rounding

	Actual	Yearly Revised Budget	% of Budget
General Government	3,598,385	16,945,863	21%
Developmental Services	697,978	4,509,978	15%
Public Safety	8,297,876	58,030,246	14%
Public Works	1,768,344	11,125,913	16%
General Fund Expense	14,290,683	90,612,000	16%

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

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

The Water Utility Fund paid \$7.7 million in principal and interest payments at the end of February. A \$3 million dollar transfer to water capital for half of the expected water capital projects was entered at the end of February as well. The \$3 million transfer to capital was reversed March 1st since there was not enough cash in the Water Utility fund for the entire transfer at this time. This transfer was budgeted in FY2024 and initially believed to be needed from the Water Utility fund for projects in Water Capital.

Upon further investigation during the audit, the East Clarifier Project of \$5.6 million was initially charged to the Water Capital fund and can be moved to the 2022 bond fund. This will free up funds needed for water capital projects in FY2024.

Fund	Fund Balance	Comment
Federal HOME	\$ 204,001	Federally approved programs
Federal CDBG	\$ (358,391)	Community Development Block Grant
State Drug Enforcement	\$ 413,355	Police programs
Federal Drug Enforcement	\$ 384,280	Police programs
Building Fund	\$ 585,137	R&M and capital of Library facility
Public Library	\$ 1,229,395	Operational fund of Library
Library Capital	\$ 818,398	Capital Expense requirements and cash reserves
Library Trust	\$ 71,954	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	\$ 1,899,883	Street repairs and maintenance
Motor Fuel Tax	\$ 5,927,397	Street repairs and maintenance
Community Revitalization	\$ 3,046,509	Revitalization initiatives
2018 Project	\$ (190,186)	General Obligation bond proceeds for construction of new fire stations to be funded from ARP revenue replacement as per Council approval.
Capital Project	\$ 4,864,316	
Equipment Replacement	\$ 2,014,685	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	\$ (47,931)	Debt payments on current debt issues
Fleet Maintenance	\$ 1,051,193	Repair and maintenance of city vehicle fleet
Risk Management	\$ 4,745,598	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	\$ 430,722	Coverage for healthcare and other benefit expenses.
Public Transit	\$ (439,208)	Operational and capital funding of the transit system
Fiber Optics	\$ 829,638	City investment in the next phase of a fiber optic network
Storm Water	\$ 3,176,666	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	\$ 13,382,245	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects
Water Utility	\$ (2,102,613)	Balance and ongoing cash flow is sufficient to fund currently defined water projects. The City will reverse the \$3 million transfer to the Water Capital fund in March.
Water Capital	\$ 2,874,291	Capital projects – will transfer E. Clarifier project to 2022 bond
2022 Bond Fund	\$ 24,044,589	Bond revenues in FY22
Grant	\$ (135,439)	Unbudgeted FY2022 grants
ARP	\$ 1,611,812	Federal ARP funds as per city budget, which will be adjusted as per audit review and final grant reporting.

Investments

City investments include about \$54 million in US Treasury Bonds and an additional \$20.4 million from the 2022 bond proceeds from this fiscal year. The investment schedule provides the details of the investments. The investments are comprised of fire station initiative bond proceeds, pooled cash, and the 2022 bond proceeds. The 2022 bond will be divested out of U.S. Treasury Bonds in 2024 as the water capital projects are being completed in 2024 and 2025 as intended with the bond proceeds.

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

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

Debt

Debt outstanding was \$118.5 million in outstanding principal as of December 2023. All debt principal and interest payments are covered within the 2024 fiscal year operating plan and budget and are secured within the current cash flow operations of the city.

Revenue Tracking

City-wide Revenue received during the reporting period is \$17.2 million, with \$30.8 million year-to-date. The total is 10.9% of the revised revenue budget of \$281.3 million.

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

The property tax revenues received in FY2024 provide for the pension funds, operation of the Library, debt payments and the Municipal Band. Only a portion of the city's operational costs are funded by property tax, which are more generally funded by a variety of other revenues such as state income and use taxes, or fees for service, as per the Water Fund.

Property Tax for FY2024

The levy is \$15,783,038 million, excluding TIF districts. The tax rate is estimated at 1.50478% of the estimated EAV of \$1,048,857,079 with another \$19.2 million for the TIF districts. The City property tax levy is about 16% of the total property tax rate for City property owners.

Expenditure Tracking

City-wide expenses during the reporting period were \$33.5 million and \$46.4 million year-to-date. The total is 15% of the annual revised expense budget of \$306.7 million.

Water Utility

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

Headcount Staffing Across all Funds

Current full-time staffing level is 450 FTEs versus budget of 475 FTEs. There are 15 part-time and temp employees.



Fiscal Period Ending

Feb-24

City of Decatur

Treasurer's Financial Report

Report Distribution:

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

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: Feb-24

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
10	General Fund GENERAL FUND	23,720,736.36	6,302,362.90	8,642,240.91	13,020.04		21,393,878.39		21,393,878.39	0.00
14	Special Revenue Funds PAYROLL FUND	61,443.00	0.00	0.00	0.00		61,443.00		61,443.00	
16	COMMUNITY GRANT FUND	(1,558.40)	0.00	0.00	0.00		(1,558.40)		(1,558.40)	
17	HOME FUND	205,020.69	2,984.76	4,004.19	0.00		204,001.26		204,001.26	
18	CDBG FUND	(57,311.62)	112,808.18	413,888.01	0.00		(358,391.45)		(358,391.45)	
22	DUATS FUND	39,750.36	73,945.56	46,523.18	0.00		67,172.74		67,172.74	
25	STATE DRUG ENFORCEMENT	453,717.48	6,526.48	26,539.00	(20,349.50)		413,355.46		413,355.46	
26	DUI FINES AND FEES FUND	166,230.57	3,089.27	2,547.50	0.00		166,772.34		166,772.34	
27	POLICE LAB & PROGRAMS	188,317.40	211.06	0.00	0.00		188,528.46		188,528.46	
30	FEDERAL DRUG ENFORCEMENT	387,286.49	90.47	3,096.75	0.00		384,280.21		384,280.21	
34	BUILDING FUND	590,676.60	67,681.62	73,220.99	0.00		585,137.23		585,137.23	
35	LIBRARY FUND	1,665,405.06	49,831.17	485,840.97	0.00		1,229,395.26		1,229,395.26	
36	MUNICIPAL BAND FUND	76,789.23	1,088.52	533.00	0.00		77,344.75		77,344.75	
37	FOREIGN FIRE INSURANCE FUND	257,205.03	452.38	7,328.03	0.00		250,329.38		250,329.38	
42	LOCAL STREETS & ROADS	1,754,629.02	157,019.77	11,765.31	0.00		1,899,883.48		1,899,883.48	
46	MOTOR FUEL TAX FUND	5,779,882.28	241,891.10	94,375.99	0.00		5,927,397.39		5,927,397.39	
58	LIBRARY CAPITAL	871,711.91	916.18	54,230.00	0.00		818,398.09		818,398.09	
59	LIBRARY TRUST FUNDS	69,055.05	4,729.57	1,830.59	0.00		71,954.03		71,954.03	
82	DCDF FUND	173,924.20	411.98	112.33	0.00		174,223.85		174,223.85	
84	COMMUNITY REVITALIZATION	4,247,413.37	17,825.55	1,218,730.06	0.00		3,046,508.86		3,046,508.86	
85	GRANT FUND	173,870.55	46,124.05	355,433.54	0.00		(135,438.94)		(135,438.94)	
	Total Special Revenue Funds	17,103,458.27	787,627.67	2,799,999.44	(20,349.50)	0.00	15,009,294.00	0.00	15,070,737.00	0.00
19	TIF & Redevelopment Funds OLDE TOWNE TIF FUND	338,482.12	566.31	0.00	0.00		339,048.43		339,048.43	
120	CENTRAL TIF	0.00	0.00	44,464.08	0.00		(44,464.08)		(44,464.08)	
21	WABASH CROSSING TIF	1,331,143.53	1,824.82	2,762.50	0.00		1,330,205.85		1,330,205.85	
23	EASTGATE TIF FUND	276,373.73	19,107.48	0.00	0.00		295,481.21		295,481.21	
24	SOUTHSIDE TIF FUND	229,089.66	261.15	0.00	0.00		229,350.81		229,350.81	
28	PINES SHOPPING CENTER TIF	117,038.25	3,187.50	0.00	0.00		120,225.75		120,225.75	
29	GRAND & OAKLAND TIF	257,555.13	6,068.25	0.00	0.00		263,623.38		263,623.38	
	Total TIF & Redevelpmnt Funds	2,549,682.42	31,015.51	47,226.58	0.00	0.00	2,533,471.35	0.00	2,533,471.35	0.00
40	Capital Funds PEG CAPITAL FUND	62,971.76	9,841.53	2,762.31	0.00		70,050.98		70,050.98	
44	2018 PROJECT FUND	(190,185.89)	0.00	0.00	0.00		(190,185.89)	0.00	(190,185.89)	
45	CAPITAL PROJECT FUND	4,890,495.69	333,305.95	359,485.15	0.00		4,864,316.49		4,864,316.49	(481,816.00)
61	EQUIPMENT REPLACEMENT	1,670,794.40	519,805.90	175,915.79	0.00		2,014,684.51		2,014,684.51	
99	AMERICAN RESCUE PLAN	1,561,216.71	0.00	(50,595.00)	0.00		1,611,811.71		1,611,811.71	
	Total Capital Funds	7,995,292.67	862,953.38	487,568.25	0.00	0.00	8,370,677.80	0.00	8,370,677.80	(481,816.00)

City of Decatur
Treasurer's Cash Report

Month of: Feb-24

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	1,282,104.20	9,902.00	1,339,937.50	0.00		(47,931.30)		(47,931.30)	0.00
60	Internal Service Funds FLEET MAINTENANCE	1,076,026.18	276,689.81	301,523.04	0.00		1,051,192.95		1,051,192.95	
64	RISK MANAGEMENT	4,541,511.69	332,168.94	128,082.15	0.00		4,745,598.48		4,745,598.48	
65	INSURANCE FUND	58,693.11	1,434,954.96	1,062,926.43	0.00		430,721.64		430,721.64	
	Total Internal Service Funds	5,676,230.98	2,043,813.71	1,492,531.62	0.00	0.00	6,227,513.07	0.00	6,227,513.07	0.00
70	Enterprise Funds TRANSIT	717,342.16	429,014.06	1,585,563.80	0.00		(439,207.58)		(439,207.58)	
77	FIBER OPTICS	836,862.59	6,808.15	14,033.00	0.00		829,637.74		829,637.74	
78	STORM WATER	3,039,013.85	268,853.99	131,201.42	0.00		3,176,666.42		3,176,666.42	
79	SEWER FUND	13,431,188.11	688,948.85	737,892.11	0.00		13,382,244.85		13,382,244.85	
80	WATER FUND	9,021,010.53	2,690,953.22	13,730,356.75	(84,219.78)		(2,102,612.78)		(2,102,612.78)	
81	WATER CAPITAL	166,745.44	3,325,387.55	617,842.06	0.00		2,874,290.93		2,874,290.93	481,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	157,276.09	60,984.40	91,359.67	0.00		126,900.82		126,900.82	
89	2022 BOND FUND	24,020,637.54	42,695.13	18,744.05	0.00		3,294,050.09	20,750,538.53	24,044,588.62	
	Total Enterprise Funds	63,890,076.31	7,513,645.35	16,926,992.86	(84,219.78)	0.00	33,641,970.49	20,750,538.53	54,392,509.02	481,816.00
90	Trust & Agency Funds FIRE PENSION FUND CASH	3,244,346.08	169,800.23	816,039.80	0.00		2,598,106.51		2,598,106.51	
90	FIRE PENSION INVESTMENTS	94,062,817.52	(101,170.89)	3,057.13	0.00			93,958,589.50	93,958,589.50	
	TOTAL FIRE PENSION	97,307,163.60	68,629.34	819,096.93	0.00	0.00	2,598,106.51	93,958,589.50	96,556,696.01	
91	POLICE PENSION FUND CASH	7,045,726.69	189,072.89	986,324.00	0.00		6,248,475.58		6,248,475.58	
91	POLICE PENSION INVESTMENTS	125,950,518.80	(515,149.68)	3,932.80	0.00			125,431,436.32	125,431,436.32	
	TOTAL FIRE PENSION	132,996,245.49	(326,076.79)	990,256.80	0.00	0.00	6,248,475.58	125,431,436.32	131,679,911.90	
	Total Trust & Agency Funds	230,303,409.09	(257,447.45)	1,809,353.73	0.00	0.00	8,846,582.09		228,236,607.91	0.00
	Total City Funds	352,520,990.30	17,293,873.07	33,545,850.89	(91,549.24)	0.00	95,975,455.89	20,750,538.53	336,177,463.24	
Memorandum Items										
	Pooled Cash Investments							53,808,100.89	53,808,100.89	
	City Funds ex Trust & Agency	122,217,581.21	17,551,320.52	31,736,497.16	(91,549.24)	0.00	87,128,873.80	74,558,639.42	107,940,855.33	0.00

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

Period Ending: 24-Feb

Grant ID	Div	Grant Name	Expiration	State	Federal	Status	Grant Amount
	Executive/Police	COMMUNITY VIOLENCE PREVENTION (TURNER)	6/30/2024	X		ACTIVE	1,000,000
	Executive	DCEO 23-203058	7/31/2024	x		ACTIVE	3,000,000
	Executive	DCEO 23-203059	7/31/2024	x		ACTIVE	3,000,000
	Executive	USDA Forest Service Urban and Community Forestry Inflation Reduction Act	7/20/1905		x	ACTIVE	750,000
74 17	Information Technology	20-203215 FIBER OPTIC NETWORK EXPANSION	9/30/2023	X		ACTIVE	800,000
C2016 54	Neighborhood Revitalization	B-16-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/21/2023		X	ACTIVE	1,268,061
C2017 54	Neighborhood Revitalization	B-17-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2024		X	ACTIVE	1,262,151
C2018 54	Neighborhood Revitalization	B-18-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2025		X	ACTIVE	1,378,744
C2019 54	Neighborhood Revitalization	B-19-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2026		X	ACTIVE	1,411,581
C2020 54	Neighborhood Revitalization	B-20-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2027		X	ACTIVE	1,417,995
C2021 54	Neighborhood Revitalization	B-21-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2028		X	ACTIVE	1,420,946
C2022 54	Neighborhood Revitalization	B-22-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2029		X	ACTIVE	1,374,790
C2023 54	Neighborhood Revitalization	B-23-MC-17-0008 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	9/1/2030		X	ACTIVE	1,319,714
C2023 54	Neighborhood Revitalization	FR-6700-N-98 PRO HOUSING	9/1/2029		X	SUBMITTED	9,987,032
CCV19 54	Neighborhood Revitalization	B-20-MW-17-0008 CDBG CARES ACT ALLOCATION	9/21/2026		X	ACTIVE	834,287
H2016 54	Neighborhood Revitalization	M-16-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2024		X	ACTIVE	327,118
H2017 54	Neighborhood Revitalization	M-17-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2025		X	ACTIVE	330,899
H2018 54	Neighborhood Revitalization	M-18-MC-17-0008 HOME INVESTMENT PARTNERSHIP	9/1/2026		X	ACTIVE	444,741
H2019 54	Neighborhood Revitalization	M-19-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2027		X	ACTIVE	425,163
H2020 54	Neighborhood Revitalization	M-20-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2028		X	ACTIVE	431,353
H2021 54	Neighborhood Revitalization	M-21-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2029		X	ACTIVE	413,549
H2022 54	Neighborhood Revitalization	M-22-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2030		X	ACTIVE	497,298
H2023 54	Neighborhood Revitalization	M-23-MC-17-0203 HOME INVESTMENT PARTNERSHIP	9/1/2031		X	ACTIVE	466,119
HOME-AR 54	Neighborhood Revitalization	M-21-MP-17-0203 HOME - American Rescue Plan	9/30/2030		X	ACTIVE	1,497,384
SCP 54	Neighborhood Revitalization	STRONG COMMUNITIES PROGRAM	9/19/2023	X		ACTIVE	\$125,000
HRAP 54	Neighborhood Revitalization	HOME REPAIR & ACCESSIBILITY PROGRAM	9/30/2030	X		ACTIVE	\$400,000
65	Police	HS-22-0071 IDOT STEP			X	ACTIVE	90,520
65	Police	2021 BVP	1/31/2024		X	ACTIVE	28,400
65	Police	2023-25 BVP			X	SUBMITTED	29,800
65	Police	2020-DJ-BX-0871	9/30/2023		X	ACTIVE	29,430
65	Police	15PBIA-21-GG-01457-JAGX			X	ACTIVE	34,099
65	Police	15PBIA-22-GG-02558-JAGX			X	ACTIVE	36,081
65	Police	ILETSB RECRUITMENT AND RETENTION GRANT				ACTIVE	100,000
9334 82	Public Works	R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W		X		ACTIVE	2,006,014
9335 82	Public Works	IL COMPETITIVE FREIGHT PROGRAM-BRUSH COLLEGE/FAIRES PKWY GRADE SEP			X	ACTIVE	44,000,000
9336 82	Public Works	6WGY(165)-RAILROAD GRADE CROSSING PROTECTION FND GCPF BRUSH COLLEGE	2025	X		ACTIVE	19,950,000
1406 82	Public Works	15-203002 IL DECO (MIDWEST INLAND PORT TRANSPORTATION STUDY)		X		ACTIVE	250,000
1706 82	Public Works	CONTRIBUTED CAPITAL-MOUND ROAD/STEVENS CREEK WEST & MIDDLE BRIDGES			X	ACTIVE	2,000,000
1805 82	Public Works	CONTRIBUTED CAPITAL-TAYLOR RD BRIDGE OVER WARD BRANCH	2023		X	ACTIVE	800,000
82	Public Works	FRA CRISI			X	ACTIVE	2,000,000
82	Public Works	FRA CRE			X	ACTIVE	16,000,000
82	Public Works	STATE FUND COMMITMENT - BRUSH COLLEGE GRADE SEPERATION		X		ACTIVE	1,500,000
82	Public Works	MULTIMODAL TRANSPORTATION BOND FUND (ICC)	2025	X		ACTIVE	6,000,000
82	Public Works	Lead Service Line Inventory	11/1/2024	x		ACTIVE	50,000
82	Public Works	Public Water System Energy Efficiency Program	8/31/2026		X	SUBMITTED	500,000
700	Mass Transit	CAP-22-1176-ILL	4/1/2028	x		ACTIVE	1,000,000
700	Mass Transit	CAP-22-1221-ILL	4/1/2028	x		ACTIVE	2,760,000
700	Mass Transit	CAP-23-XXXXXX		x		ACTIVE	3,750,000
700	Mass Transit	CAP-23-XXXXXX		x		ACTIVE	290,000
700	Mass Transit	CAP-23-XXXXXX			X	ACTIVE	1,850,000
700	Mass Transit	TS-18-317		X	x	ACTIVE	135,856
S21 700	Mass Transit	OP-21-47-IL #pend FY-2021 DOWNSTATE OPERATING ASSISTANCE GRANT	6/30/2024	X		ACTIVE	13,379,000
700	Mass Transit	494-00-1439	2/1/2024	X		ACTIVE	240,000
SC20 700	Mass Transit	CAP-21-40-1141-ILL #pend CAPITAL GRANT	12/31/2025		X	ACTIVE	1,140,000
700	Mass Transit	IL-2020-010-01	3/30/2025		X	ACTIVE	412,270
700	Mass Transit	IL-2020-020-00	3/30/2027		X	ACTIVE	6,168,433
700	Mass Transit	IL-2022-011-00	9/30/2025		X	ACTIVE	291,000
700	Mass Transit	IL-2022-015-02	3/30/2027		X	ACTIVE	5,734,880
700	Mass Transit	IL-2022-028-01	3/30/2028			ACTIVE	3,374,140
700	Mass Transit	FTA FY2022 Low-No				ACTIVE	16,800,000
700	Mass Transit	Safe Streets 4 All Application			X	ACTIVE	240,000
700	Mass Transit	Thriving Communities	3/30/2025		X	ACTIVE	
700	Mass Transit	THUD Application			X	SUBMITTED	
Bold print indicates information updated from previous month's report							
							Total
							Active
							187,803,848
							177,287,016

Treasurer's Investment Report**Pooled Cash**

Account # 8051000942

Multiple Funds - Pooled Cash

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2024	BTD Interest Received	CP Accrual Balance
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	0.460%	1,500,000.00	5,067,246.09	5,173,297.50			14,356.71	2,761.29
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	4.160%	1,250,000.00						
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	5.470%	1,250,000.00						
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	5.320%	1,250,000.00						
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	0.390%	1,600,000.00	4,460,429.69	4,498,662.00	8,625.00	8,625.00	17,135.87	710.84
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	5.400%	3,000,000.00						
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	0.530%	1,000,000.00	3,371,503.91	3,409,490.00	-		9,497.29	6,057.70
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	4.050%	1,250,000.00		-				
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	5.510%	1,250,000.00						
US Treasury Bond	Jun-Dec	12/31/23	2.25000%	4.500%	-		-		14,062.50	21,676.44	0.00
US Treasury Bill Zero	Jan-July	01/09/24	0.01790%	5.530%	-		-		8,869.85	8,869.85	0.00
US Treasury Bond	Jan-July	01/15/24	0.12500%	4.460%	-		-		781.25	1,268.99	0.00
US Treasury Bond	Feb - Aug	02/15/24	0.12500%	4.450%	1,250,000.00	-	-	781.25	781.25	1,402.80	0.00
US Treasury Bill Zero	Mar - Sep	03/07/24	0.02670%	5.490%	1,025,000.00	998,328.01	998,328.01				25,769.99
US Treasury Bond	Mar - Sep	03/15/24	0.25000%	4.360%	1,250,000.00	1,201,464.84	1,247,525.00			1,486.09	1,442.31
US Treasury Bill Zero	Mar - Sep	03/28/24	1.32000%	5.380%	2,000,000.00	1,973,902.00	1,973,902.00				18,178.00
US Treasury Bond	Apr-Oct	04/30/24	2.00000%	4.330%	1,250,000.00	1,218,994.14	1,243,212.50			15,055.25	8,379.13
US Treasury Bond	May - Nov	05/15/24	0.25000%	5.250%	1,250,000.00	1,192,431.64	1,236,962.50			1,426.63	918.61
US Treasury Bond	May - Nov	05/31/24	2.50000%	4.180%	1,250,000.00	1,225,927.74	1,241,262.50			21,462.91	7,855.19
US Treasury Bill Zero	Jun-Dec	06/27/24	2.60000%	5.260%	4,000,000.00	3,898,499.22	3,898,499.22				33,340.78
US Treasury Bond	Jan-July	07/15/24	0.37500%	4.100%	1,250,000.00	1,191,113.28	1,227,300.00		2,343.75	3,806.96	592.38
US Treasury Bond	Feb - Aug	08/31/24	1.25000%	4.050%	1,250,000.00	1,201,660.16	1,225,387.50	7,812.50	7,812.50	14,605.99	42.46
US Treasury Bond	Apr-Oct	10/15/24	0.62500%	3.980%	1,250,000.00	1,187,207.03	1,215,037.50			4,378.43	2,945.70
US Treasury Bond	May - Nov	11/15/24	0.75000%	3.950%	1,250,000.00	5,481,515.62	5,551,246.25			4,282.30	12,621.74
US Treasury Bond	May - Nov	11/15/24	0.75000%	5.160%	4,475,000.00						
US Treasury Bond	May - Nov	11/30/24	1.50000%	5.180%	505,000.00	1,700,238.29	1,707,702.75		(1,741.80)	(1,969.46)	6,617.21
US Treasury Bond	May - Nov	11/30/24	1.50000%	4.910%	1,250,000.00						
US Treasury Bond	Jun-Dec	12/15/24	1.00000%	3.880%	1,250,000.00	6,011,083.99	6,050,812.50			7,187.70	13,148.94
US Treasury Bond	Jun-Dec	12/15/24	1.00000%	4.860%	5,000,000.00						
US Treasury Bond	Jan-July	01/15/25	1.12500%	3.890%	1,250,000.00	2,882,778.12	2,904,062.05		6,992.55	11,382.22	4,272.21
US Treasury Bond	Jan-July	01/15/25	1.12500%	4.820%	505,000.00						
US Treasury Bond	Jan-July	01/15/25	1.12500%	4.810%	1,250,000.00						
US Treasury Bond	Feb - Aug	02/15/25	1.50000%	3.850%	1,250,000.00	1,196,777.34	1,207,962.50	9,375.00	9,375.00	16,833.56	772.66
US Treasury Bond	Mar - Sep	03/15/25	1.75000%	3.800%	1,250,000.00	1,201,708.99	1,208,637.50			10,402.51	10,096.15
US Treasury Bond	Mar - Sep	03/31/25	0.50000%	4.090%	1,825,000.00	1,700,244.14	1,739,316.25			4,562.50	3,814.54
US Treasury Bond	Apr-Oct	04/30/25	0.37500%	4.060%	1,250,000.00	1,162,060.55	1,185,987.50			2,369.65	1,571.09
US Treasury Bond	May - Nov	05/31/25	0.25000%	3.980%	1,000,000.00	926,835.94	943,950.00			1,401.10	628.42
US Treasury Bond	Mar - Sep	09/30/25	0.25000%	5.090%	1,250,000.00	1,138,867.19	1,164,550.00			(145.15)	1,306.35
US Treasury Bond	Jan-July	01/31/26	0.37500%		1,250,000.00	1,152,929.69	1,152,637.50	(270.43)	(270.43)	(270.43)	386.34
Federated US Treasury Cash Reserves		Liquid			1,064,353.28	1,064,353.28	1,233,740.21	4,661.46	53,797.04		5,156.90
					57,249,353.28	53,808,100.89	54,639,471.24	30,984.78	111,428.46	192,466.71	169,386.93

Journal Entry							
Pooled Cash	Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees	-	(10,767.09)				-	(10,767.09)
Gain/Loss from sale of bond	47,119.14	110,986.33				-	110,986.33
Interest (Income)	30,984.78	111,428.46				-	111,428.46
	<u>78,103.92</u>	<u>211,647.70</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>211,647.70</u>

Treasurer's Investment Report**Water Capital Bond**

Account # 1001027214

Fund 89

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2024	BTD Interest Received	CP Accrual Balance
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.660%	-	-	-		11,625.00	23,574.05	0.00
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.750%	-						
United States Treasury Note/Bond .25% 15 Mar 2024	Mar-Sep	3/15/2024	0.250%	4.630%	2,000,000.00	1,918,906.25	1,996,040.00			2,282.61	2,307.70
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.790%	2,000,000.00	3,353,867.19	3,478,510.00			6,301.22	4,948.76
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.780%	1,500,000.00						
United States Treasury Note/Bond .25% 15 May 2024	May-Nov	5/15/2024	0.250%	5.210%	1,800,000.00	3,624,500.01	3,760,366.00			4,398.10	2,792.58
United States Treasury Note/Bond .25% 15 May 2024	May-Nov	5/15/2024	0.250%	5.250%	2,000,000.00						
United States Treasury Note/Bond .25% 15 Jun 2024	Jun-Dec	6/15/2024	0.250%	5.470%	2,000,000.00	3,815,000.00	3,941,560.00			4,330.60	2,103.84
United States Treasury Note/Bond .25% 15 Jun 2024	Jun-Dec	6/15/2024	0.250%	5.330%	2,000,000.00						
United States Treasury Note/Bond .375% 15 July 2024	Jan-Jul	7/15/2024	0.375%	5.340%	2,000,000.00	1,906,093.75	1,963,680.00		3,750.00	3,627.72	947.80
United States Treasury Note/Bond 2.375% 15 Aug 2024	Feb-Aug	8/15/2024	2.375%	5.360%	2,000,000.00	1,943,906.25	1,973,680.00	23,750.00	23,750.00	22,588.32	1,957.42
BlackRock Liquidity Funds Treasury Trust Fund Portfolio					4,188,265.08	4,188,265.08	4,220,697.37	18,170.58	22,804.09		17,374.19
Total Investment(s)					21,488,265.08	20,750,538.53	21,334,533.37	41,920.58	61,929.09	67,102.62	32,432.29
GRAND TOTALS:					78,737,618.36	74,558,639.42	75,974,004.61	72,905.36	173,357.55	259,569.33	201,819.22

Journal Entry

Water Capital Bond	Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees	-	(4,224.94)				-	(4,224.94)
Gain/Loss from sale of bond	-	117,214.84				-	117,214.84
Interest (Income)	41,920.58	61,929.09				-	61,929.09
	<u>41,920.58</u>	<u>174,918.99</u>	-	-	-	-	<u>174,918.99</u>

City of Decatur
Water Bond Issue - 2022 Bond Fund 89

[home](#)

Month of: Feb-24

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

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

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

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

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

Actual Bond Spend Activity in Fiscal year 2024	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	23,902,474	24,020,638											
Revenues													
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest/Investment Income	22,273	#REF!											#REF!
Gain/Loss on Investments	117,215	-											117,215
Expenditures													
Transfer out of old proceeds	-	-											-
Bond Insurance Costs	-	-											-
Misc.	-	-											-
Water/Sewer improvements	21,324	18,744											40,068
Total Expenditures	21,324	18,744	-	-	-	-	-	-	-	-	-	-	40,068
Ending cash available	24,020,638	#REF!	-	-	-	-	-	-	-	-	-	-	

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

Period Ending: Feb-24

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget
REVENUE														
Actual	5,682,880	6,302,363											11,985,243	
Budget Projection	6,763,261	6,619,210											13,382,471	90,420,400
Vs budget in month	(1,080,381)	(316,847)	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	(1,080,381)	(1,397,229)	-	-	-	-	-	-	-	-	-	-	(1,397,229)	
EXPENSE														
Personnel Expense														
Actual	3,793,357	5,535,667											9,329,024	
Budget Projection	3,960,109	5,695,291											9,655,401	62,910,352
Vs budget in month	(166,752)	(159,625)	-	-	-	-	-	-	-	-	-	-		70%
Vs budget to date	(166,752)	(326,376)	-	-	-	-	-	-	-	-	-	-	(326,376)	of GF Expense
Operating Expense														
Actual	1,855,085	3,106,574											4,961,659	
Budget Projection	2,137,853	1,233,053											3,370,907	26,533,342
Vs budget in month	(282,768)	1,873,521	-	-	-	-	-	-	-	-	-	-		30%
Vs budget to date	(282,768)	1,590,752	-	-	-	-	-	-	-	-	-	-	1,590,752	of GF Expense
TOTAL EXPENSE														
Actual	5,648,443	8,642,241	-	-	-	-	-	-	-	-	-	-	14,290,683	
Budget Projection	6,097,963	6,928,345	-	-	-	-	-	-	-	-	-	-	13,026,308	89,443,694
Vs budget in month	(449,520)	1,713,896	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	(449,520)	1,264,376	-	-	-	-	-	-	-	-	-	-	1,264,376	
Surplus / (Deficit)														
Actual	34,437	(2,339,878)	-	-	-	-	-	-	-	-	-	-	(2,305,441)	
Budget Projection	665,298	(309,135)	-	-	-	-	-	-	-	-	-	-	356,164	976,706
Vs budget in month	(630,861)	(2,030,743)	-	-	-	-	-	-	-	-	-	-		
Vs budget to date	(630,861)	(2,661,604)	-	-	-	-	-	-	-	-	-	-	(2,661,604)	
Beginning Cash Balance	23,371,170	23,720,736	-	-	-	-	-	-	-	-	-	-		
Balance Sheet Adjustments	315,129	13,020												
Ending Cash Balance	23,720,736	21,393,878	-	-	-	-	-	-	-	-	-	-		

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

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

Period Ending: Feb-24

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																	
GENERAL FUND																	
GENERAL GOV TAXES																	
301103	PROPERTY TAX	10						-							-	12,342,429	0%
301106	MOBILE HOME PRIVELEGE TAX	10							-	-	-	-	-		-	14,000	0%
301201	STATE SALES TAX	10	1,154,986	1,212,047											2,367,032	14,498,000	16%
301202	TELEPHONE UTILITY TAX	10	97,646	91,030											188,676	1,217,000	16%
301203	FOOD & BEVERAGE TAX	10	365,811	304,849											670,660	4,571,000	15%
301204	HOTEL AND MOTEL TAX	10	69,918	70,454											140,371	1,324,000	11%
301205	LOCAL SALES TAX	10	1,093,556	1,183,212											2,276,768	13,772,000	17%
301206	AVIATION FUEL TAX	10	3,135	3,120											6,255	8,000	78%
301207	LOCAL USE TAX	10	241,131	251,921											493,052	3,011,000	16%
301208	AUTO RENTAL TAX	10	4,780	4,614											9,394	67,000	14%
301209	UTILITY TAX - ELECTRIC & GAS	10	-	410,027											410,027	5,002,000	8%
301210	VIDEO GAMING TAX	10	186,224	196,329											382,553	2,536,000	15%
301212	STREAMING TAX	10	-	-											-	200,000	0%
301302	CABLE TV TAX	10	10,413	210,193											220,606	1,031,000	21%
	Sub Total		3,227,600	3,937,795	-	-	-	-	-	-	-	-	-	-	7,165,395	59,593,429	12%
GENERAL GOVERNMENT (INTERGOV)																	
302102	LOCAL REPLACEMENT TAX	10	1,459	-											1,459	75,000	2%
302104	STATE REPLACEMENT TAX	10	315,936	-											315,936	2,524,000	13%
302105	STATE INCOME TAX	10	1,124,788	1,064,296											2,189,084	11,675,000	19%
302106	FEDERAL GRANTS	10	30,233	1,725											31,958	625,000	5%
302107	STATE GRANTS OR OTHER	10	-	-	-	-	-	-	-	-	-	-	-	-	-	169,000	0%
302114	POLICE OT REIMBURSEMENTS	10	334	9,248											9,582	87,000	0%
302121	CANNABIS TAX	10	8,898	9,891											18,790	102,000	0%
	Sub Total		1,481,648	1,085,160	-	-	-	-	-	-	-	-	-	-	2,566,809	15,257,000	17%
GEN GOVERNMENT SERVICE CHARGE																	
303607	PAYMENT IN LIEU OF TAXES	10	176,096	176,096											352,192	2,687,052	13%
303608	RISK & EE BENEFIT SERVICES	10	21,353	21,353											42,706	256,236	17%
303621	ADMIN SERVICES	10	208,067	208,067											416,134	2,496,804	17%
303622	PUBLIC WORKS SERVICES	10	136,750	136,750											273,500	1,641,000	17%
303626	BLDG INSPECTION SERVICES	10	10,513	10,513											21,026	126,156	17%
303628	SEWER FUND-EPA	10	33,425	33,425											66,850	401,097	17%
306700	IT SERVICES	10	29,189	29,189											58,378	350,261	17%
306707	CDBG PERSONNEL/EXP REIMB	10	2,272	84,303											86,575	430,500	20%
306751	HOME PERSONNEL/EXP REIMB	10	-	3,992											3,992	52,500	8%
306753	DUATS PERSONNEL/EXP REIMB	10	12,744	17,725											30,469	183,000	17%
306762	TRANSFER FROM COM. GRANTS	10	-	21,505											21,505	226,800	9%
	Sub Total		630,409	742,919	-	-	-	-	-	-	-	-	-	-	1,373,328	8,851,406	16%
GENERAL GOV LICENSES/PERMITS																	
304300	ANIMAL REGISTRATION LATE FEES	10	305	1,565											1,870	11,000	17%
304302	GARBAGE HAULERS	10	800	-											800	17,000	5%
304303	CONTRACTOR LICENSES	10	5,875	2,350											8,225	28,000	29%
304304	LIQUOR LICENSES	10	2,556	2,547											5,103	513,000	1%
304307	OTHER LICENSES	10	9,085	3,040											12,125	276,000	4%
304401	BUILDING PERMITS	10	19,848	78,183											98,031	750,000	13%
304403	STORAGE UNIT FEES	10	-	-											-	100,000	0%
304404	BUSINESS LICENSE FEE	10	-	-											-	100,000	0%
	Sub Total		38,469	87,685	-	-	-	-	-	-	-	-	-	-	126,154	1,795,000	7%

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

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Period Ending: Feb-24

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
GENERAL GOV FINES/FEES																	
303301	ON STREET PARKING	10	2,448	261											2,709	5,000	54%
303302	PARKING LOT 1	10	1,278	653											1,930	16,000	12%
303306	PARKING LOT 10	10	1,055	167											1,223	7,000	17%
303308	GARAGE C	10	6,555	1,405											7,960	39,000	20%
303310	RESIDENTIAL PARKING	10	480	-											480	5,000	10%
303312	DOWNTOWN EMPL PARKING PERMITS	10	1,561	1,523											3,084	19,000	16%
304490	ADMIN COURT FINES	10	5,004	5,219											10,223	64,000	16%
305500	ADMINISTRATIVE COURT FEES	10	3,110	2,010											5,120	38,000	13%
305501	COURT FINES	10	11,468	13,982											25,451	200,000	13%
305502	BOOT FEE	10	35	70											105	3,000	4%
305503	WEED CUTTING FEES	10	4,779	2,761											7,540	56,000	13%
305505	ILLEGAL USE OF VEHICLE	10	26,350	29,025											55,375	487,000	11%
305506	OVERTIME PARKING FEES	10	6,120	4,047											10,167	92,000	11%
305507	VARIANCE AND ZONING	10	150	150											300	1,000	30%
305513	OTHER FINES AND FEES	10	7,989	7,595											15,584	87,000	18%
305516	PET CITATIONS	10	2,265	2,674											4,939	55,000	9%
305520	TRASH & CLEAN UP FINES	10	14,668	9,011											23,680	68,000	35%
	Sub Total		95,316	80,552	-	-	-	-	-	-	-	-	-	-	175,868	1,242,000	14%
INVESTMENT																	
307101	INTEREST INCOME	10	19,600	10,243											29,843	450,000	7%
307102	POOLED INTEREST	10	-	-											-	1,500	0%
307141	INVESTMENT INCOME	10	34,871	21,541											56,412	4,000	1410%
	Sub Total	10	54,471	31,784	-	-	-	-	-	-	-	-	-	-	86,255	455,500	19%
GENERAL GOV OTHER INCOME																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	-											76,759	921,000	8%
303415	PROFESSIONAL STANDARDS	10	-	1,010											1,010	3,400	30%
303510	ELECTRIC AGGREGATION ADMIN	10	-	-											-	25,000	0%
308801	RENTAL OF CITY PROPERTY	10	567	567											1,134	-	-
308803	SALE OF OTHER PROPERTY	10	-	-											-	10,000	0%
308807	DEMOLITION PAYMENTS	10	-	-											-	83,000	0%
308810	DAMAGE TO CITY PROPERTY	10	10	10											20	43,000	0%
308814	INVENTORY REIMBURSEMENTS	10	-	853											853	-	-
308817	NOISE ORDINANCE FINES	10	-	-											-	3,000	0%
308890	REIMBURSEMENT OF EXPENSE	10	88	25											113	5,000	2%
308898	BANK RECONCILIATION ADJ	10	(0)	-											(0)	9,000	0%
308899	MISCELLANEOUS INCOME	10	4,513	251,160											255,673	107,265	238%
	Sub Total	10	81,938	253,624	-	-	-	-	-	-	-	-	-	-	335,562	1,209,665	28%
PUBLIC SAFETY INTERGOVERNMENT																	
302403	FIRE TRAINING REIMBURSEMENT	10	-	-											-	61,000	0%
302404	POLICE TRAINING REIMBURSEMENT	10	-	-											-	187,000	0%
	Sub Total	10	-	-	-	-	-	-	-	-	-	-	-	-	-	248,000	0%
PUBLIC SAFETY TRANSFER																	
303405	SCHOOL DISTRICT REIMB	10	-	-											-	504,000	0%
310010	FIRE PROGRAMS	10	660	-											660	20,000	3%
	Sub Total		660	-	-	-	-	-	-	-	-	-	-	-	660	524,000	0%
PUBLIC SAFETY FINES & FEES																	
305512	FIRE & BURGLAR ALARMS	10	2,600	900											3,500	17,000	21%
305514	POLICE RECORDS	10	2,145	1,080											3,224	23,000	14%
308800	PUBLIC SAFETY LIFT ASSIST FEES	10	-	-											-	30,000	0%
	Sub Total		4,745	1,980	-	-	-	-	-	-	-	-	-	-	6,724	70,000	10%
PROPERTY TAX ROAD & BRIDGE																	
301102	ROAD & BRIDGE TAX	10	-	-											-	430,000	0%
	Sub Total		-	-	-	-	-	-	-	-	-	-	-	-	-	430,000	0%
HIGHWAYS/STREETS INTERGOVERNMENTAL																	
302401	STATE ROUTE MAINTENANCE	10	37,030	-											37,030	131,000	28%
	Sub Total		37,030	-	-	-	-	-	-	-	-	-	-	-	37,030	131,000	28%
303601	MFT REIMB-MSC/TRAF SIGNAL	10	30,594	29,597											60,191	550,000	11%
303606	WATER STREET CUTS	10	-	51,266											51,266	255,000	20%
	Sub Total		30,594	80,864	-	-	-	-	-	-	-	-	-	-	111,458	805,000	14%
	General Fund Total		5,682,880	6,302,363	-	-	-	-	-	-	-	-	-	-	11,985,243	90,612,000	13%

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

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

Period Ending: Feb-24

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Revised	% of
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget
Other Funds																
COMMUNITY GRANT	16	-	-											-		-
HOME PROGRAM	17	874	2,985											3,858		-
CDBG	18	216	112,808											113,024		-
OLDE TOWNE TIF	19	942	566											1,509		-
WABASH CROSSING TIF	21	3,248	1,825											5,073		-
DUATS	22	33,764	73,946											107,709		-
EASTGATE TIF	23	19,323	19,107											38,431		-
SOUTHSIDE TIF	24	477	261											738		-
STATE DRUG ENFORCEMENT	25	287	6,526											6,813		-
DUI COURT FINES	26	4,187	3,089											7,276		-
POLICE PROGRAMS/LAB	27	551	211											762		-
PINES SHOPPING CENTER TIF	28	3,278	3,188											6,465		-
GRAND & OAKLAND TIF	29	6,316	6,068											12,384		-
FEDERAL DRUG ENFORCEMENT	30	265	90											355		-
BUILDING FUND	34	50,582	67,682											118,264		-
LIBRARY OPERATIONS	35	155,733	49,831											205,564		-
BAND	36	1,173	1,089											2,261		-
FOREIGN FIRE INSURANCE	37	1,092	452											1,544		-
PEG PROJECTS	40	2,206	9,842											12,048		-
LOCAL STREETS & ROADS	42	130,332	157,020											287,352		-
2018 PROJECT FUND	44	-	-											-		-
CAPITAL STREET PROJECTS	45	6,723	333,306											340,029		-
MFT PROJECTS	46	354,835	241,891											596,726		-
DEBT SERVICE	50	13,159	9,902											23,061		-
LIBRARY CAPITAL	58	1,885	916											2,801		-
LIBRARY TRUST FUNDS	59	147	4,730											4,877		-
FLEET MAINTENANCE	60	281,828	276,690											558,518		-
EQUIPMENT REPLACEMENT	61	3,561	519,806											523,367		-
RISK MANAGEMENT	64	302,969	332,169											635,138		-
EMPLOYEE BENEFIT	65	1,036,443	1,434,955											2,471,398		-
PUBLIC TRANSIT	70	1,187,147	429,014											1,616,161		-
FIBER OPTICS	77	7,666	6,808											14,474		-
STORMWATER PROJECTS	78	152,072	268,854											420,926		-
SEWER PROJECTS	79	626,646	688,949											1,315,595		-
WATER	80	2,712,029	2,690,953											5,402,982		-
WATER CAPITAL	81	47,241	3,325,388											3,372,629		-
DCDF	82	1,718	412											2,130		-
COMMUNITY REVITALIZATION	84	15,866	17,826											33,692		-
GRANTS	85	122,846	46,124											168,970		-
RECYCLING	88	58,906	60,984											119,891		-
WATER BOND FUND	89	139,488	42,695											182,183		-
FIRE PENSION	90	173,854	68,629											242,483		-
POLICE PENSION	91	196,933	(326,077)											(129,144)		-
AMERICAN RESCUE PLAN	99	-	-	-	-	-	-	-	-	-	-	-	-	-		-
CENTRAL TIF	120	-	-											-		-
Grand Total Revenues		13,541,687	17,293,873	-	-	-	-	-	-	-	-	-	-	30,835,560	90,612,000	34%

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

home

Net Assessed Value \$: 1,048,857,079 certified
City Tax Rate: 1.50478% certified

Assessed Value Year
Pay Year

2023
2024
Estimate

note	Tax Levy Item	Fund	Net Assessed Value	input	input	input	Billed \$ Amount
				Tax Rate	Tax Levy \$ Amount ordinance	Extension \$ Amount submitted	
	General Obligation Bond Debt	50	1,048,857,079	0.05598%	587,181.00	587,181.00	587,181.00
	General Purpose	10	1,048,857,079	0.00000%	-	-	-
	Fire Pension	10	1,048,857,079	0.58430%	6,128,479.00	6,128,479.00	6,128,479.00
	Police Pension	10	1,048,857,079	0.56489%	5,924,839.00	5,924,839.00	5,924,839.00
	City Library	35	1,048,857,079	0.29294%	3,072,539.00	3,072,539.00	3,072,539.00
	Municipal Band	36	1,048,857,079	0.00667%	70,000.00	70,000.00	70,000.00
	Public Transit	70					
	xxxxx	xx					
Total City			1,048,857,079	1.50478%	15,783,038.00	15,783,038.00	15,783,038.00
			ok	ok	ok	ok	ok
TIF District (tax code district)			AV Increment Value	input	input	input	Billed \$ Amount
				Tax Rate	AV Increment \$ Amount	Extension \$ Amount submitted	
ZTF3 Pines TIF (4062)	28		781,248	10.88003%	85,000.00	85,000.00	85,000.00
ZTF5 Olde Towne TIF (4555)	19		11,326,813	10.26566%	1,162,772.00	1,162,772.00	1,162,772.00
ZTF6 Near North TIF (4455)	21		3,531,077	10.05359%	355,000.00	355,000.00	355,000.00
ZTF8 Eastgate TIF (9543)	23		1,684,970	9.55507%	161,000.00	161,000.00	161,000.00
ZTF0 Grand & Oakland (4062)	29		1,361,874	10.35338%	141,000.00	141,000.00	141,000.00
ZTFA SS Redevelopment (xxxx)	24		517,439	10.43601%	54,000.00	54,000.00	54,000.00
xxxxx	xx		-	0.00000%	-	-	-
Redevelopment TIF			19,203,421		1,958,772.00	1,958,772.00	1,958,772.00
			ok		ok	ok	ok
Total Property Tax Levy					17,741,810.00	17,741,810.00	17,741,810.00

3

Prepared By:
Office of the City Treasurer

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

Feb-24

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	3,291	14,743											18,034	83,073	83,073	22%
015	EXECUTIVE	10	76,449	90,290											166,739	805,181	805,181	21%
016	HUMAN RESOURCES	10	49,062	71,116											120,178	740,439	740,439	16%
017	INFORMATION TECHNOLOGIES	10	165,347	195,933											361,280	2,458,671	2,458,671	15%
018	DATA & COMMUNICATIONS	10	32,807	49,319											82,125	544,831	544,831	15%
020	LEGAL	10	103,274	96,973											200,246	1,177,617	1,177,617	17%
035	FINANCE	10	144,813	244,173											388,986	2,030,729	2,030,729	19%
037	PURCHASING	10	23,487	24,897											48,383	209,381	209,381	23%
038	CIVIC CENTER	10	40,630	27,740											68,370	787,980	787,980	9%
039	CITY GENERAL ADMINISTATIVE	10	715,590	1,356,555											2,072,145	7,822,961	7,822,961	26%
040	CENTRAL BUSINESS DISTRICT	10	44,433	27,466											71,899	285,000	285,000	25%
Sub Total			1,399,182	2,199,203	-	-	-	-	-	-	-	-	-	-	3,598,385	16,945,863	16,945,863	21%
Community & Economic Development Services																		
050	PLANNING & SUSTAINABILITY	10	58,945	49,603											108,548	713,403	713,403	15%
052	BUILDING INSPECTIONS	10	73,387	102,747											176,134	937,622	937,622	19%
053	NEIGHBORHOOD INSPECTIONS	10	84,866	118,021											202,887	1,767,062	1,767,062	11%
054	REVITALIZATION & HOUSING	10	63,943	76,101											140,044	785,991	785,991	18%
055	ECONOMIC DEVELOPMENT	10	70,166	199											70,364	305,900	305,900	23%
Sub Total			351,308	346,670	-	-	-	-	-	-	-	-	-	-	697,978	4,509,978	4,509,978	15%
Public Safety																		
065	POLICE	10	1,960,039	3,254,129											5,214,169	33,962,177	33,962,177	15%
070	FIRE	10	1,234,205	1,849,502											3,083,707	24,068,069	24,068,069	13%
Sub Total			3,194,244	5,103,632	-	-	-	-	-	-	-	-	-	-	8,297,876	58,030,246	58,030,246	14%
Public Works																		
080	PUBLIC WORKS ADMIN	10	25,845	44,596											70,441	437,280	437,280	16%
082	ENGINEERING	10	100,620	154,492											255,112	1,481,280	1,481,280	17%
083	MUNICIPAL SERVICES	10	347,437	503,885											851,321	5,302,119	5,302,119	16%
084	STREETS	10	90,920	99,489											190,409	1,345,767	1,345,767	14%
086	TRAFFIC & PARKING	10	106,322	145,176											251,498	1,706,709	1,706,709	15%
088	LAND & BUILDING MGMT	10	32,565	45,099											77,664	852,758	852,758	9%
Sub Total			703,708	992,737	-	-	-	-	-	-	-	-	-	-	1,696,445	11,125,913	11,125,913	15%
General Fund Expenditure Total			5,648,443	8,642,241	-	-	-	-	-	-	-	-	-	-	14,290,683	90,612,000	90,612,000	16%
Community & Economic Development																		
16	COMMUNITY GRANT	16	-	-											-	705,800	705,800	0%
17	HOME PROGRAM	17	-	4,004											4,004	2,539,416	2,539,416	0%
18	CDBG PROGRAM	18	74,588	413,888											488,476	4,623,718	4,623,718	11%
22	DUATS	22	34,627	46,523											81,150	435,780	435,780	19%
70	PUBLIC TRANSIT	70	218,292	1,585,564											1,803,855	30,497,405	30,497,405	6%
82	DCDF	82	468	112											580	172,045	172,045	0%
84	COMMUNITY REVITALIZATION	84	423,479	1,218,730											1,642,209	7,285,000	7,285,000	23%
88	RECYCLING	88	44,567	91,360											135,927	787,956	787,956	17%
Sub Total			796,020	3,360,181	-	-	-	-	-	-	-	-	-	-	4,156,201	47,047,120	47,047,120	9%
Redevelopment & TIF																		
19	OLDE TOWNE TIF	19	-	-											-	1,087,000	1,087,000	0%
21	WABASH CROSSING TIF	21	-	2,763											2,763	1,045,000	1,045,000	0%
23	EASTGATE TIF	23	-	-											-	350,000	350,000	0%
24	SOUTHSIDE TIF	24	-	-											-	51,103	51,103	0%
28	PINES SHOPPING CENTER TIF	28	-	-											-	114,000	114,000	0%
29	GRAND & OAKLAND TIF	29	-	-											-	175,000	175,000	0%
120	CENTRAL TIF	120	-	44,464											-	250,000	250,000	0%
Sub Total			-	47,227	-	-	-	-	-	-	-	-	-	-	2,763	3,072,103	3,072,103	0%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

Feb-24

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																		
25	STATE DRUG ACTIVITIES	25	2,666	26,539											29,205	95,000	95,000	31%
26	DUI COURT FINES	26	1,002	2,548											3,549	107,500	107,500	3%
27	POLICE PROGRAMS/LAB	27	-	-											-	8,500	8,500	0%
30	FEDERAL DRUG ENFORCEMENT	30	2,325	3,097											5,422	85,000	85,000	6%
37	FOREIGN FIRE INSURANCE	37	5,405	7,328											12,733	198,880	198,880	6%
Sub Total			11,397	39,511	-	-	-	-	-	-	-	-	-	-	50,909	494,880	494,880	10%
Debt Service																		
50	DEBT SERVICE PAYMENTS	50	-	1,339,938	-	-	-	-	-	-	-	-	-	-	1,339,938	2,717,154	2,717,154	49%
Sub Total			-	1,339,938	-	-	-	-	-	-	-	-	-	-	1,339,938	2,717,154	2,717,154	49%
Public Works																		
42	LOCAL MFT PROJECTS	42	130,511	11,765											142,277	2,235,529	2,235,529	6%
44	2018 PROJECT FUND	44	8,175	-											8,175	223,669	223,669	4%
45	CAPITAL PROJECTS	45	5,000	359,485											364,485	6,004,519	6,004,519	6%
46	STATE MFT PROJECTS	46	440,590	94,376											534,966	18,358,871	18,358,871	3%
60	FLEET OPERATIONS	60	141,870	301,523											443,393	3,162,104	3,162,104	14%
61	EQUIPMENT REPLACEMENT	61	68,444	175,916											244,359	3,795,799	3,795,799	6%
78	STORM WATER PROJECTS	78	79,536	131,201											210,738	2,148,156	2,148,156	10%
79	SEWER PROJECTS	79	547,876	737,892											1,285,768	11,421,025	11,421,025	11%
Sub Total			1,422,003	1,812,159	-	-	-	-	-	-	-	-	-	-	3,234,161	47,349,672	47,349,672	7%
Library																		
35	LIBRARY OPERATIONS	35	284,964	485,841											770,805	4,739,984	4,739,984	16%
58	LIBRARY CAPITAL PROJECTS	58	-	54,230											54,230	500,000	500,000	11%
59	LIBRARY TRUST FUNDS	59	-	1,831											1,831	75,000	75,000	2%
Sub Total			284,964	541,902	-	-	-	-	-	-	-	-	-	-	826,866	5,314,984	5,314,984	16%
Internal Service and Other																		
34	BUILDING FUND	34	117,532	73,221											190,753	747,428	747,428	26%
36	BAND	36	2,855	533											3,388	93,001	93,001	4%
40	PEG CAPITAL PROGRAMMING	40	842	2,762											3,605	60,660	60,660	6%
64	RISK MANAGEMENT	64	55,869	128,082											183,951	3,557,261	3,557,261	5%
65	BENEFIT INSURANCE	65	1,092,051	1,062,926											2,154,978	14,414,224	14,414,224	15%
77	FIBER OPTICS	77	5,233	14,033											19,266	607,663	607,663	3%
85	GRANT FUND	85	-	355,434											355,434	5,212,000	5,212,000	7%
99	AMERICAN RESCUE PLAN	99	50,595	(50,595)											-	437,000	437,000	0%
Sub Total			1,324,977	1,586,396	-	-	-	-	-	-	-	-	-	-	2,911,374	25,129,237	25,129,237	12%
Water Utility																		
80	WATER UTILITY	80	1,207,520	13,730,357											14,937,877	38,960,268	38,960,268	38%
81	WATER CAPITAL	81	389,507	617,842											1,007,349	12,501,542	12,501,542	8%
89	2022 BOND FUND	89	21,324	18,744											40,068	11,996,658	11,996,658	0%
Sub Total			1,618,351	14,366,943	-	-	-	-	-	-	-	-	-	-	15,985,293	63,458,468	63,458,468	25%
Fudiciary Trust & Agency																		
90	FIRE PENSION	90	821,208	819,097											1,640,305	9,860,396	9,860,396	17%
91	POLICE PENSION	91	967,489	990,257											1,957,746	11,644,032	11,644,032	17%
Sub Total			1,788,697	1,809,354	-	-	-	-	-	-	-	-	-	-	3,598,051	21,504,428	21,504,428	17%
Grand Total Expenditures			12,894,852	33,545,851	-	-	-	-	-	-	-	-	-	-	46,396,239	306,700,047	306,700,047	15%

City of Decatur
Water Utility Financial Report
Key Metrics

[home](#)

Feb-24

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Current Year													
Water Bill Count													
Original Bills													
Residential	28,260	25,693											53,953
Industrial	30	30											60
Commercial	2,781	2,589											5,370
Total	31,071	28,312	-	-	-	-	-	-	-	-	-	-	59,383
Delinquent Bills													
Residential	8,084	7,525											15,609
Industrial	426	-											426
Commercial	-	406											406
Total	8,510	7,931	-	-	-	-	-	-	-	-	-	-	16,441
Total Bill Count	39,581	36,243	-	-	-	-	-	-	-	-	-	-	75,824
Cubit Feet Consumption Billed													
Residential	11,720,126	11,275,137											22,995,263
Industrial	35,671,234	37,822,224											73,493,458
Commercial	9,294,639	10,624,499											19,919,138
Total	56,685,999	59,721,860	-	-	-	-	-	-	-	-	-	-	116,407,859
Water Shut Offs	665	702											1,367
Customer Service Telephone Calls	5,096	4,602											9,698
Water Billed \$													
Residential	798,585	754,163											\$ 1,552,748
Industrial	1,099,425	1,153,979											\$ 2,253,404
Commercial	561,719	600,856											\$ 1,162,574
Total	\$ 2,459,729	\$ 2,508,998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,968,727
Penalty \$													\$ -
Total Billed	\$ 2,459,729	\$ 2,508,998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,968,727
Raw Water Gallonage Billed													
Gallons	441,830,000	382,650,000											824,480,000
\$ Billed	146,422	126,810											\$ 273,233
Water Billed vs Cash Receipts													
Billed \$	2,620,602	2,650,751											\$ 5,271,352
Cash Revenue \$	2,649,090	2,609,314											\$ 5,258,404
% Cash to Billed	101%	98%	-	-	-	-	-	-	-	-	-	-	99.8%
Fiscal Year 2023	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Water Bill Count													
Original Bills													
Residential	26,045	24,570	29,767	23,486	27,914	27,623	24,806	28,452	25,046	26,432	26,415	25,588	316,144
Industrial	30	30	30	30	30	30	30	30	30	30	30	30	360
Commercial	2,641	2,459	2,980	2,327	2,848	2,736	2,543	2,825	2,533	2,661	2,662	2,636	31,851
Total	28,716	27,059	32,777	25,843	30,792	30,389	27,379	31,307	27,609	29,123	29,107	28,254	348,355
Delinquent Bills													
Residential	7,399	6,442	7,849	7,420	8,071	8,394	7,378	8,303	7,208	8,602	7,653	7,214	91,933
Industrial	-	-	1	-	-	-	3	3	1	4	4	2	18
Commercial	452	365	417	446	447	474	435	491	433	419	453	398	5,230
Total	7,851	6,807	8,267	7,866	8,518	8,868	7,816	8,797	7,642	9,025	8,110	7,614	97,181
Total Bill Count	36,567	33,866	41,044	33,709	39,310	39,257	35,195	40,104	35,251	38,148	37,217	35,868	445,536
Cubit Feet Consumption Billed													
Residential	11,188,618	10,200,018	11,181,561	10,418,156	11,691,023	14,090,814	12,819,382	14,102,437	12,181,007	11,877,691	11,091,527	10,232,413	141,074,647
Industrial	41,752,330	45,530,232	39,297,719	42,569,239	40,161,288	40,161,288	42,100,688	42,836,883	44,869,880	34,398,294	40,699,068	36,801,920	492,359,203
Commercial	9,746,511	9,514,979	9,438,037	9,121,604	10,934,865	12,302,835	13,623,710	13,876,283	12,946,508	11,911,327	11,055,514	9,344,780	133,816,953
Total	62,687,459	65,245,229	59,917,317	62,108,999	62,787,176	67,735,311	68,543,780	70,815,603	69,997,395	58,187,312	62,846,109	56,379,113	767,250,803
Water Shut Offs	397	578	624	533	634	650	634	808	666	772	676	643	7,615
Customer Service Telephone Calls	4,761	4,507	5,297	5,109	5,247	5,019	4,899	5,385	4,741	5,093	4,864	4,430	59,352
Water Billed \$													
Residential	708,003	655,213	734,445	639,338	761,753	917,354	836,069	923,153	799,175	793,273	753,332	709,430	\$ 9,230,537
Industrial	1,180,971	1,274,432	1,120,980	1,205,209	1,149,778	1,247,274	1,268,502	1,286,198	1,335,848	1,068,491	1,233,022	1,131,330	\$ 14,502,036
Commercial	528,986	512,087	538,180	495,811	600,355	669,731	703,521	734,623	687,941	651,868	622,979	553,134	\$ 7,299,215
Total	\$ 2,417,959	\$ 2,441,732	\$ 2,393,604	\$ 2,340,358	\$ 2,511,886	\$ 2,834,359	\$ 2,808,092	\$ 2,943,974	\$ 2,822,965	\$ 2,513,632	\$ 2,609,333	\$ 2,393,893	\$ 31,031,788
Penalty \$	\$ 12,660	\$ 12,183	\$ 28,499	\$ 12,293	\$ 13,795	\$ 15,286	\$ 16,697	\$ 17,352	\$ 15,545	\$ 17,110	\$ 48,310	\$ 43,529	\$ 253,258
Total Billed	\$ 2,430,619	\$ 2,453,914	\$ 2,422,104	\$ 2,352,652	\$ 2,525,681	\$ 2,849,644	\$ 2,824,788	\$ 2,961,326	\$ 2,838,510	\$ 2,530,743	\$ 2,657,643	\$ 2,437,422	\$ 31,285,046
Raw Water Gallonage Billed													
Gallons (000)	417,880	430,520	384,500	411,830	424,110	451,820	486,370	482,310	407,220	440,770	410,810	447,970	5,196,110
\$ Billed	130,629	134,580	120,195	128,738	132,577	149,733	161,183	159,838	134,952	146,071	136,142	148,457	\$ 1,683,095
Water Billed vs Cash Receipts													
Billed \$	2,561,248	2,588,495	2,542,298	2,481,390	2,658,258	2,999,378	2,985,971	3,121,164	2,973,462	2,676,814	2,793,785	2,585,880	\$ 32,968,143
Cash Revenue \$	2,618,861	2,624,376	2,556,057	2,435,294	2,689,707	2,751,289	3,022,893	3,160,336	2,943,570	2,756,312	2,775,594	2,613,860	\$ 32,948,149
% Cash to Billed	102%	101%	101%	98%	101%	92%	101%	101%	99%	103%	99%	101%	99.9%

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: Feb-24

		Current Year Staffing Levels											
	Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Full Time Staffing													
City Manager's Office & City Clerk	4	4	7	-	-	-	-	-	-	-	-	-	-
Data & Communications	3	3	3	-	-	-	-	-	-	-	-	-	-
Transit	10	11	11	-	-	-	-	-	-	-	-	-	-
Facilities	2	1	1	-	-	-	-	-	-	-	-	-	-
Finance/Purchasing/Water Cust. Serv.	24	22	23	-	-	-	-	-	-	-	-	-	-
Human Resources	4	4	4	-	-	-	-	-	-	-	-	-	-
Information Technology	9	9	9	-	-	-	-	-	-	-	-	-	-
Legal	7	6	7	-	-	-	-	-	-	-	-	-	-
Economic & Community Dev	27	24	25	-	-	-	-	-	-	-	-	-	-
Public Safety	269	255	253	-	-	-	-	-	-	-	-	-	-
Public Works	116	106	110	-	-	-	-	-	-	-	-	-	-
Total Full Time	475	445	453	-	-	-	-	-	-	-	-	-	-
Part Time Staffing													
City Manager's Office	-	2	1										
Transit	-	-	-										
Legislative	7	7	7										
Finance and Purchasing	-	2	2										
Human Resources	-	-	-										
Information Technology	-	1	1										
Legal	-	-	-										
Economic & Community Dev	-	1	1										
Police	-	2	2										
Fire	-	1	1										
Public Works	-	-											
Total Temporary	7	16	15	-	-	-	-	-	-	-	-	-	-
Total City Staff Headcount	482	461	468	-	-	-	-	-	-	-	-	-	-

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

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: Feb-24

	Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Full Time Staff													
Executive													
City Manager's Office & City Clerk	4	4	4										
Data & Communications	3	3	3										
Total	7	7	7	-	-	-	-	-	-	-	-	-	-
Transit													
Transit	10	11	11										
Facilities	2	1	1										
Total	12	12	12	-	-	-	-	-	-	-	-	-	-
Finance													
Finance	15	14	14										
Purchasing	2	1	2										
Utility Customer Service	7	7	7										
Total	24	22	23	-	-	-	-	-	-	-	-	-	-
Human Resources													
Information Technology													
Legal													
Economic & Community Devel													
Economic & Community Dev.	5	3	4										
Building Inspections	7	7	7										
Neighborhood Inspection	9	8	8										
Neighborhood Outreach	6	6	6										
Total	27	24	25	-	-	-	-	-	-	-	-	-	-
Public Safety													
Fire	108	106	105										
Police	161	149	148										
Total	269	255	253	-	-	-	-	-	-	-	-	-	-
Public Works													
PW Engineering Division	12	12	12										
Fleet Maintenance Division	8	8	8										
PW Municipal Services	46	43	44										
PW Administration	2	2	2										
Water Production (Admin)	3	2	2										
Water Production (Lake Services)	7	6	6										
Water Production South Plant	15	14	14										
Water Services Distribution	23	19	22										
Total	116	106	110	-	-	-	-	-	-	-	-	-	-
Total City Staffing	475	445	450	-	-	-	-	-	-	-	-	-	-
General Fund staffing													
General Fund staffing	400	383	385	-	-	-	-	-	-	-	-	-	-
Other Fund staffing	63	50	53	-	-	-	-	-	-	-	-	-	-
Total staffing	463	433	438	-	-	-	-	-	-	-	-	-	-

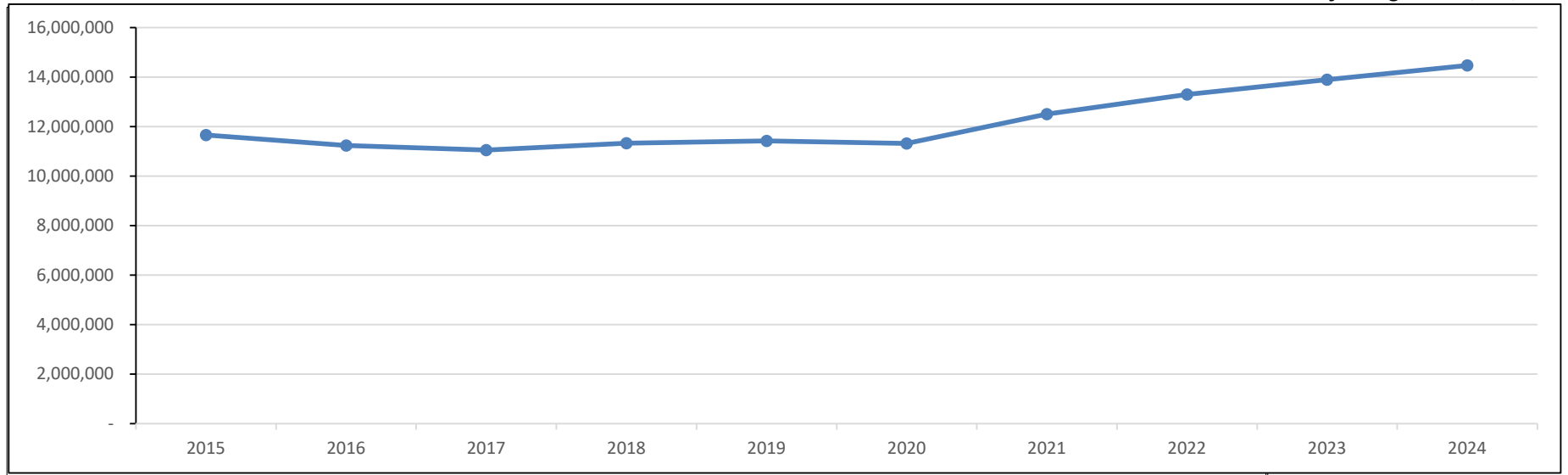
Note: Above report includes all Full Time W-2 EE's

STATE SALES TAX Projected Revenues

[Home](#)

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	963,009	946,811	902,833	882,653	984,872	984,354	936,318	1,033,684	1,168,660	1,154,986
FEBRUARY	941,678	904,631	899,838	917,921	935,303	955,006	882,140	1,075,306	1,127,485	1,212,047
MARCH	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,269,776	1,289,943	1,347,167
APRIL	857,417	824,458	789,769	840,607	801,923	850,408	909,469	938,656	1,033,077	1,076,211
MAY	877,404	867,538	837,972	819,180	845,440	849,934	864,919	913,545	1,002,240	1,043,683
JUNE	978,888	940,736	957,693	978,292	975,295	909,787	1,179,406	1,149,425	1,144,522	1,193,769
JULY	944,686	887,325	906,452	942,693	968,093	858,962	1,082,746	1,135,529	1,152,092	1,201,755
AUGUST	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,201,374	1,182,257	1,222,864	1,276,408
SEPTEMBER	1,006,626	994,684	953,644	978,357	930,277	972,693	1,113,247	1,207,478	1,200,298	1,252,605
OCTOBER	991,641	933,239	891,372	943,494	979,187	974,990	1,069,252	1,042,274	1,154,653	1,204,457
NOVEMBER	1,003,087	962,595	934,414	991,142	967,297	940,548	1,087,116	1,178,594	1,242,689	1,297,322
DECEMBER	976,633	916,175	935,863	935,419	930,430	967,339	1,058,332	1,166,847	1,159,563	1,209,593

TOTALS	11,654,760	11,241,506	11,052,132	11,328,832	11,423,564	11,322,169	12,500,091	13,293,370	13,898,087	14,470,003
								Year in Play Budget		14,649,000

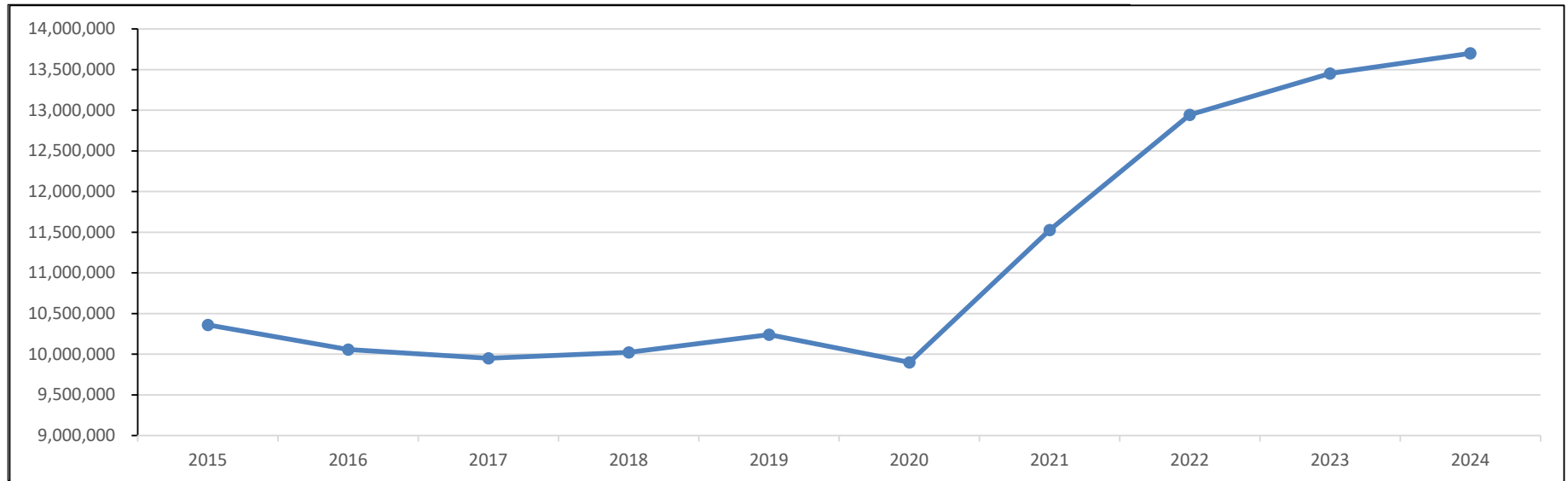


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

LOCAL SALES TAX Projected Revenues

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	889,089	848,993	818,066	807,770	892,334	880,608	840,697	1,006,392	1,157,380	1,093,556
FEBRUARY	863,243	833,995	838,995	837,288	864,722	856,677	781,469	1,041,267	1,134,252	1,183,212
MARCH	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	1,201,515	1,246,328	1,279,051
APRIL	739,805	703,472	702,734	712,309	698,869	734,157	813,655	858,286	954,992	976,486
MAY	764,685	744,767	729,878	716,975	739,341	727,854	776,379	858,911	947,436	968,639
JUNE	832,374	840,488	855,602	852,317	858,115	765,429	1,102,858	1,112,269	1,063,989	1,089,684
JULY	833,551	791,839	814,658	807,532	860,421	735,614	1,046,496	1,094,284	1,106,303	1,133,629
AUGUST	906,467	867,107	877,154	909,719	920,833	834,535	1,045,456	1,170,493	1,174,733	1,204,697
SEPTEMBER	911,765	904,129	852,928	890,655	873,345	873,669	1,046,584	1,169,467	1,162,413	1,191,902
OCTOBER	875,986	822,711	779,788	836,215	868,200	865,615	1,013,580	1,099,159	1,103,324	1,130,535
NOVEMBER	882,605	854,078	835,747	866,834	875,836	819,660	1,048,702	1,201,140	1,299,459	1,318,917
DECEMBER	860,119	810,233	849,336	827,137	824,656	845,741	1,018,861	1,130,587	1,102,031	1,129,130

TOTALS	10,359,805	10,058,133	9,950,270	10,024,104	10,239,908	9,899,988	11,527,023	12,943,770	13,452,640	13,699,438
									Year in Play Budget	13,942,000



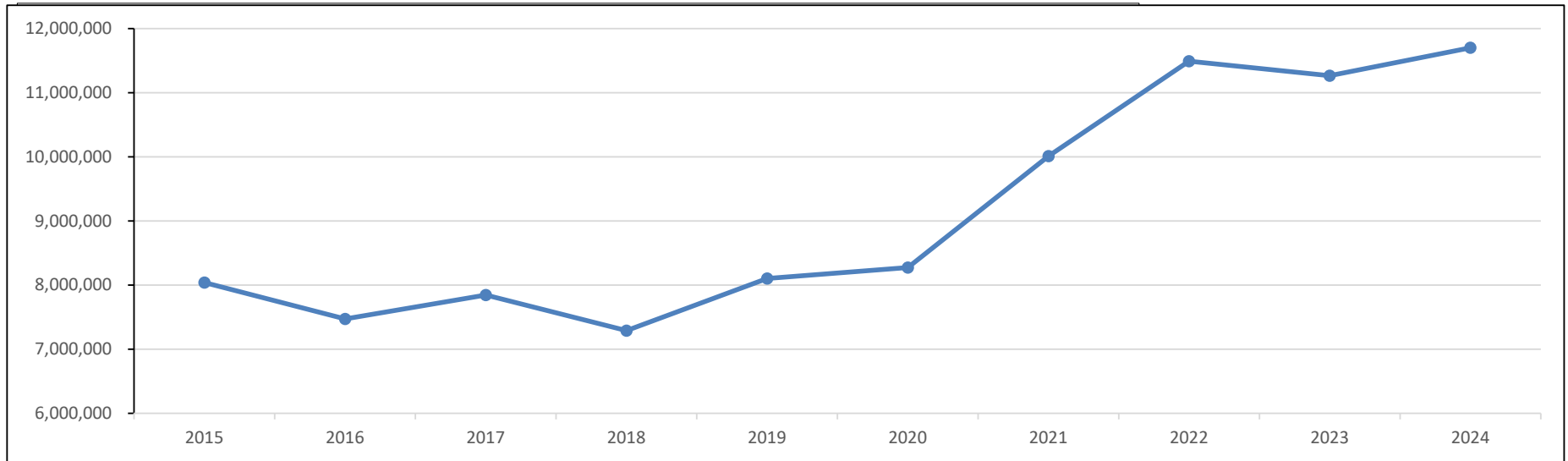
Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

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

Projected Revenues STATE INCOME TAX

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	852,700	912,628	851,716	578,461	631,574	696,621	807,110	960,878	1,049,580	1,124,788
FEBRUARY	-	-	-	837,319	759,834	717,710	853,298	1,198,126	1,037,782	1,064,296
MARCH	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	519,319	614,640	637,082
APRIL	925,184	822,346	-	646,373	734,870	783,855	937,702	1,109,452	989,236	1,025,356
MAY	403,609	476,082	396,235	1,044,019	1,528,635	767,466	1,280,911	2,238,522	1,696,424	1,758,365
JUNE	824,784	1,774,951	764,129	482,298	477,387	475,376	1,123,868	657,580	795,466	824,511
JULY	1,364,531	-	1,547,903	652,113	713,920	754,878	1,008,212	1,110,107	1,059,801	1,098,497
AUGUST	566,667	496,310	698,009	478,694	511,760	1,032,080	566,126	571,768	696,542	721,975
SEPTEMBER	1,263,519	1,120,799	727,037	467,186	452,932	584,790	597,861	621,357	632,222	655,306
OCTOBER	-	-	599,068	726,093	808,115	846,827	1,086,453	1,137,578	1,222,083	1,266,705
NOVEMBER	441,918	450,551	450,852	522,953	527,420	572,208	622,816	720,354	823,188	853,245
DECEMBER	776,691	665,793	396,923	433,456	498,389	506,596	539,685	646,330	646,766	670,381

TOTALS	8,039,696	7,470,934	7,843,458	7,289,905	8,102,353	8,272,095	10,012,130	11,491,369	11,263,730	11,700,507
								Year in Play Budget		11,675,000



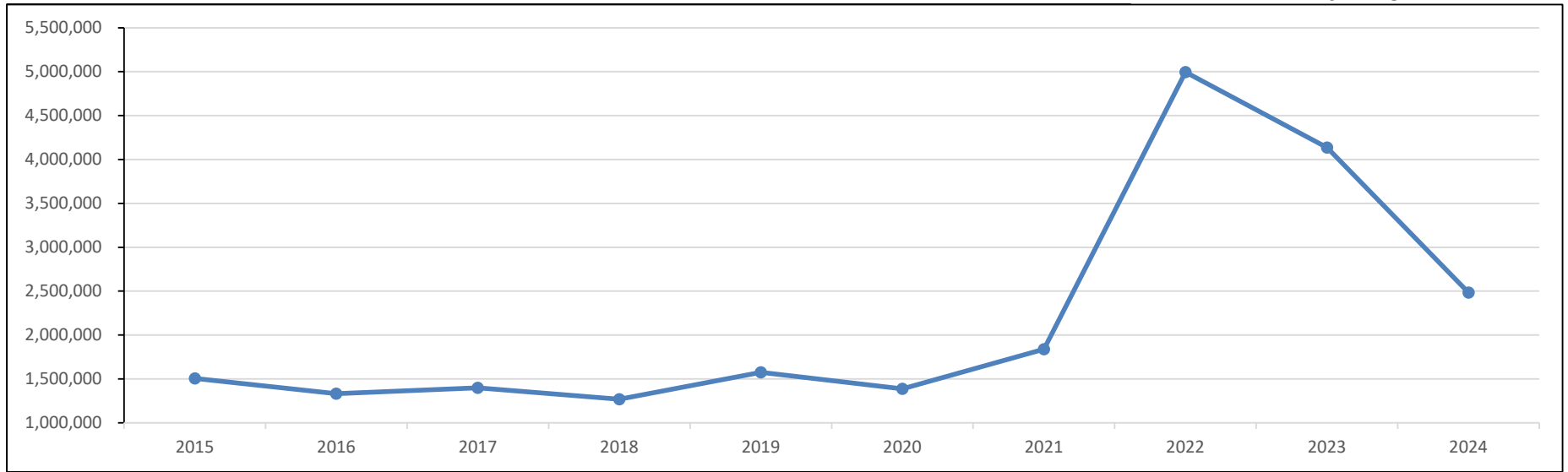
Schedule presents State LGDF distribution

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

Projected Revenues PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	202,878	195,051	217,463	143,616	153,006	226,930	238,599	489,253	699,404	317,395
FEBRUARY	717	-	-	-	-	-	-	-	-	-
MARCH	70,137	83,788	147,880	132,622	67,368	45,114	86,205	654,576	386,908	251,550
APRIL	364,335	271,921	352,780	260,085	301,619	311,508	402,800	743,040	551,668	340,840
MAY	293,618	219,695	227,189	269,213	365,884	199,155	519,099	997,471	893,076	551,144
JUNE	2,501	12,343	-	-	3,173	-	-	3,546	-	-
JULY	238,695	239,680	239,384	206,222	217,352	206,917	378,262	718,801	719,448	443,183
AUGUST	32,169	27,902	10,712	20,842	26,075	152,903	48,103	82,065	116,408	71,839
SEPTEMBER	2,356	4,554	-	-	-	-	26,897	21,828	-	-
OCTOBER	239,950	218,004	160,071	190,221	376,967	193,839	2,246	968,179	598,448	369,320
NOVEMBER	-	1,876	-	-	1,332	-	6,015	-	-	-
DECEMBER	58,604	58,514	42,179	46,033	62,824	50,168	131,241	317,059	170,202	139,503

TOTALS	1,505,959	1,333,328	1,397,658	1,268,855	1,575,600	1,386,533	1,839,468	4,995,818	4,135,561	2,484,772
								Year in Play Budget		3,339,000

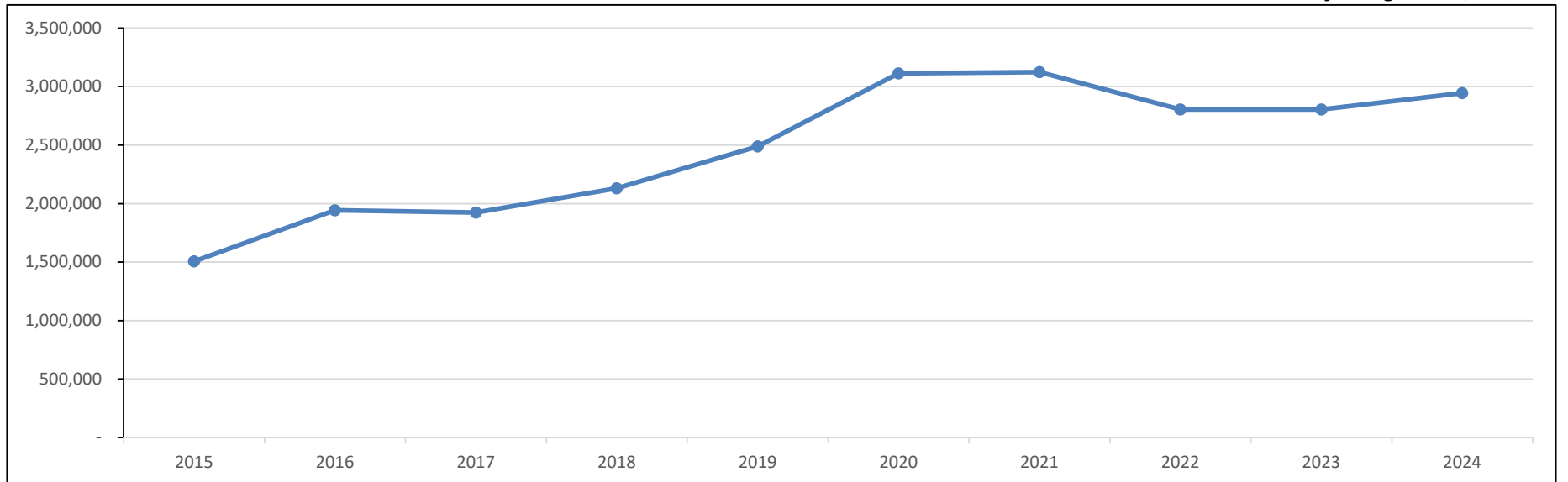


Schedule presents State distribution of PPRT. Recorded by City in city general fund (77.2%) and city library fund (22.8%) in accordance with state statutes

LOCAL USE TAX Projected Revenues

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	136,569	295,435	159,854	166,257	205,607	244,618	301,148	215,409	253,475	241,131
FEBRUARY	129,837	146,086	155,199	192,590	227,498	229,171	320,911	253,062	267,197	251,921
MARCH	196,801	208,903	241,170	243,593	275,101	314,455	452,845	320,769	323,206	347,129
APRIL	69,628	128,350	139,319	145,000	159,583	217,745	222,022	212,726	226,274	243,022
MAY	135,902	130,832	131,114	149,116	183,842	189,224	197,971	205,377	208,488	223,919
JUNE	143,287	153,738	170,503	180,080	208,996	240,704	253,092	240,875	257,890	276,978
JULY	140,649	149,743	146,418	157,169	197,817	254,820	229,947	192,903	215,778	231,749
AUGUST	133,971	145,710	147,521	171,381	198,672	283,392	211,651	219,932	213,410	229,206
SEPTEMBER	-	164,340	156,033	183,541	201,970	286,103	241,230	248,103	160,202	172,060
OCTOBER	-	130,791	149,381	178,049	207,636	289,306	224,653	216,541	225,763	242,473
NOVEMBER	-	142,584	158,864	169,331	198,926	275,488	237,138	224,900	214,136	229,985
DECEMBER	419,237	146,571	167,420	194,248	222,795	287,411	231,030	252,890	237,674	255,266

TOTALS	1,505,880	1,943,083	1,922,796	2,130,355	2,488,443	3,112,435	3,123,637	2,803,488	2,803,492	2,944,840
								Year in Play Budget		3,011,000



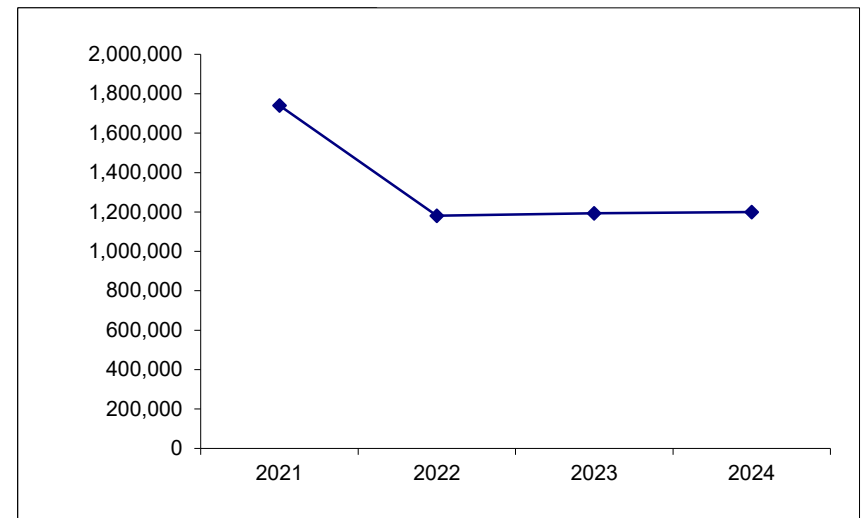
Schedule presents State distribution of Use Tax.

Projected Revenues

LOCAL TELEPHONE UTILITY TAX

MONTH	2021	2022	2023	2024
JANUARY	585,430	99,599	100,718	97,646
FEBRUARY	105,214	94,273	101,222	91,030
MARCH	97,810	97,801	121,496	123,820
APRIL	91,598	95,983	107,186	109,236
MAY	97,948	94,162	89,187	90,893
JUNE	129,008	97,606	93,766	95,560
JULY	101,474	95,378	89,855	91,574
AUGUST	111,428	98,967	94,549	96,358
SEPTEMBER	108,598	87,617	91,316	93,063
OCTOBER	103,735	116,632	91,984	93,744
NOVEMBER	105,524	99,450	114,953	117,152
DECEMBER	102,715	103,560	97,923	99,796

TOTALS	1,740,483	1,181,029	1,194,155	1,199,872
		Current Budget		1,217,000



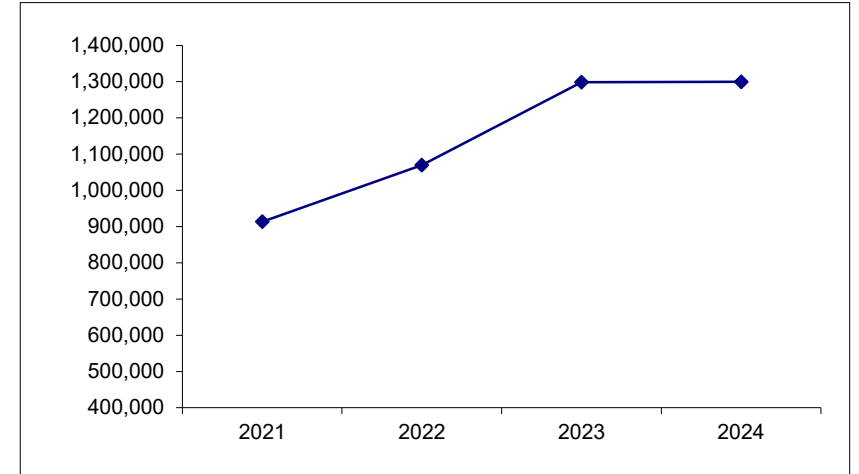
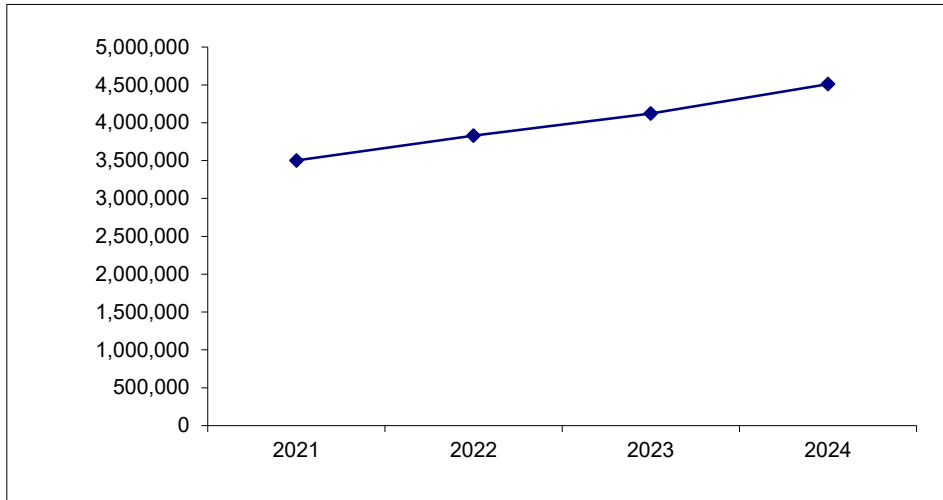
LOCAL FOOD & BEVERAGE TAX

Projected Revenues

LOCAL HOTEL & MOTEL TAX

MONTH	2021	2022	2023	2024
JANUARY	259,733	325,939	349,168	365,811
FEBRUARY	237,003	268,346	310,308	304,849
MARCH	251,710	254,687	314,152	348,514
APRIL	316,741	328,645	344,283	381,941
MAY	302,025	320,770	356,811	395,839
JUNE	314,701	345,385	348,084	386,157
JULY	295,357	338,253	362,797	402,480
AUGUST	307,177	344,233	361,840	401,418
SEPTEMBER	345,458	318,028	356,626	395,634
OCTOBER	112,289	326,439	336,711	373,541
NOVEMBER	460,845	323,232	343,975	381,599
DECEMBER	299,194	333,647	335,562	372,266
TOTALS	3,502,233	3,827,604	4,120,318	4,510,050
			Current Budget	4,571,000

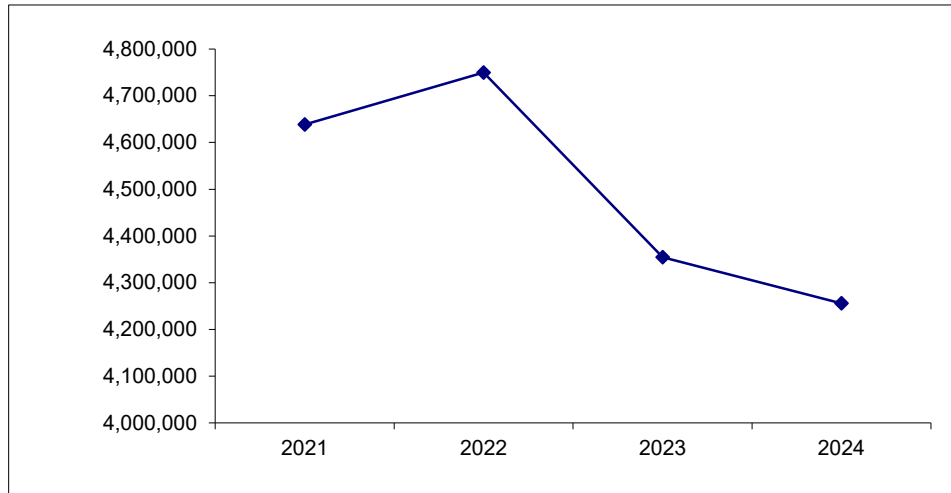
MONTH	2021	2022	2023	2024
JANUARY	45,696	62,215	71,531	69,918
FEBRUARY	38,938	70,247	89,816	70,454
MARCH	46,068	65,323	74,851	76,327
APRIL	61,645	76,916	111,415	113,612
MAY	64,188	76,544	78,123	79,663
JUNE	80,612	95,446	114,607	116,867
JULY	82,463	104,261	112,386	114,602
AUGUST	96,057	91,208	124,206	126,654
SEPTEMBER	132,160	114,943	159,762	162,911
OCTOBER	39,548	101,643	142,033	144,833
NOVEMBER	147,855	120,882	116,698	118,999
DECEMBER	78,023	89,647	102,974	105,004
TOTALS	913,254	1,069,274	1,298,403	1,299,843
			Current Budget	1,324,000



LOCAL UTILITY TAX (GAS & ELECTRIC)

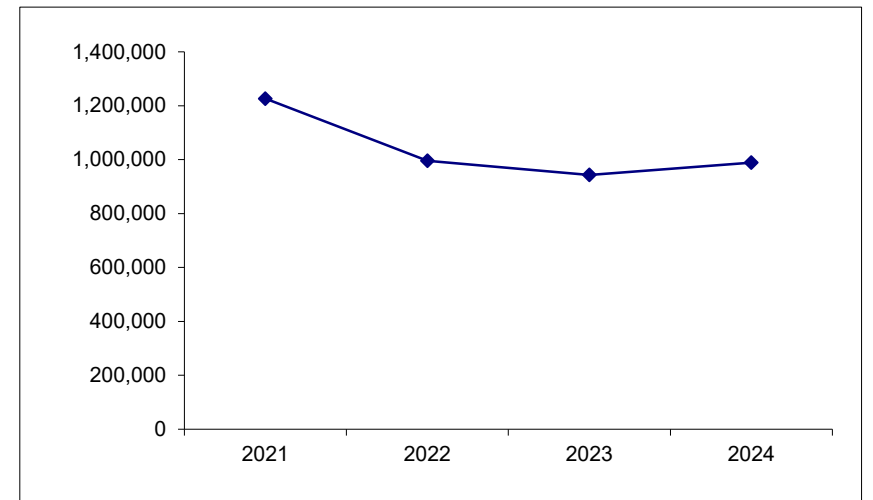
Projected Revenues

MONTH	2021	2022	2023	2024
JANUARY	387,338	451,232	494,772	-
FEBRUARY	-	-	511,814	410,027
MARCH	964,355	1,170,976	459,507	527,865
APRIL	406,775	453,756	411,867	473,138
MAY	369,203	376,488	357,677	410,886
JUNE	348,848	327,903	307,264	352,973
JULY	338,442	311,731	273,044	313,663
AUGUST	338,344	323,917	277,163	318,395
SEPTEMBER	375,057	323,685	319,748	367,315
OCTOBER	372,509	316,968	310,248	356,401
NOVEMBER	324,568	318,048	291,359	334,703
DECEMBER	413,270	375,073	339,785	390,332
TOTALS	4,638,709	4,749,776	4,354,248	4,255,699
			Current Budget	5,002,000



LOCAL CABLE TV TAX

MONTH	2021	2022	2023	2024
JANUARY	115,677	13,687	11,674	10,413
FEBRUARY	248,600	235,066	228,468	210,193
MARCH	-	-	-	-
APRIL	14,722	12,982	-	-
MAY	238,382	245,500	241,582	264,074
JUNE	-	-	-	-
JULY	-	-	10,736	11,736
AUGUST	252,130	254,979	224,680	245,598
SEPTEMBER	-	-	-	-
OCTOBER	-	-	10,312	11,272
NOVEMBER	254,330	233,712	215,736	235,821
DECEMBER	102,715	-	-	-
TOTALS	1,226,555	995,925	943,187	989,107
			Current Budget	1,031,000



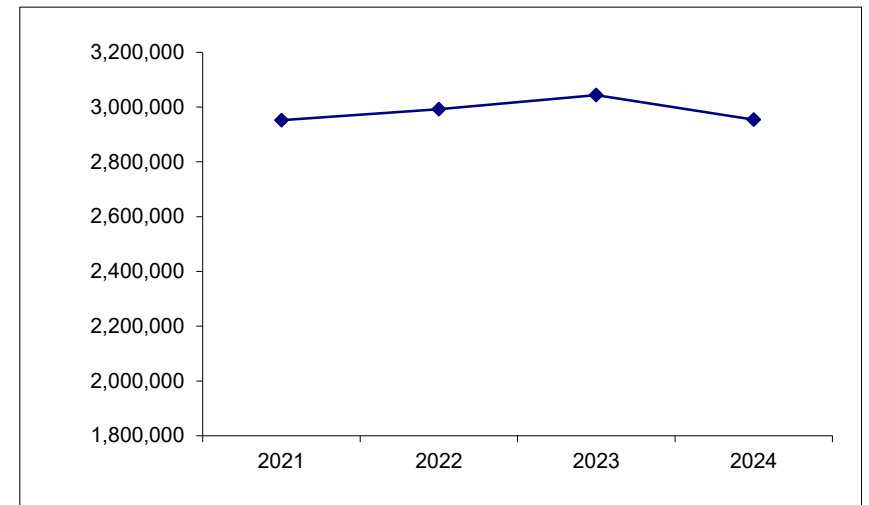
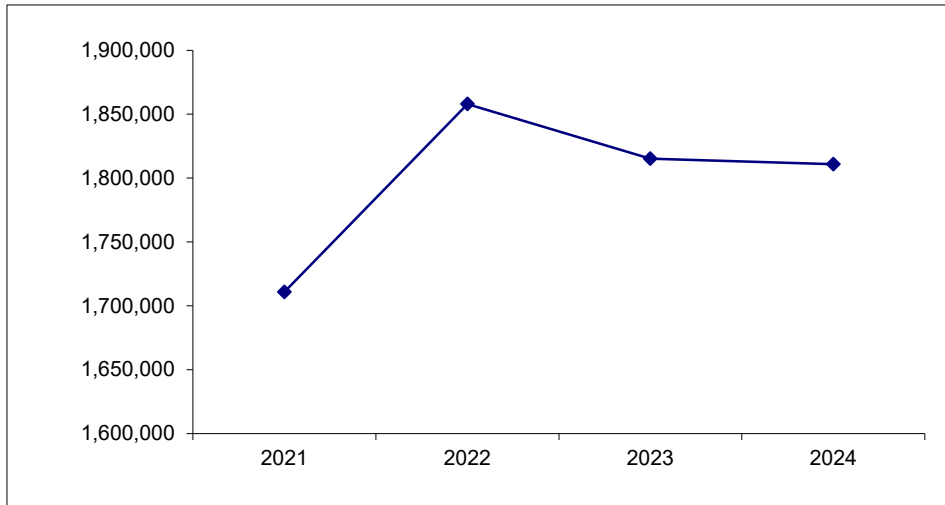
LOCAL MOTOR FUEL TAX

Projected Revenues

STATE MOTOR FUEL TAX

MONTH	2021	2022	2023	2024
JANUARY	137,973	155,334	154,093	127,282
FEBRUARY	116,174	146,251	142,970	155,267
MARCH	137,669	125,153	138,333	152,833
APRIL	141,621	142,456	150,252	152,833
MAY	143,395	147,235	147,736	152,833
JUNE	146,898	162,643	163,482	152,833
JULY	145,659	164,199	168,250	152,833
AUGUST	150,514	166,136	151,650	152,833
SEPTEMBER	151,331	173,019	154,583	152,833
OCTOBER	52,940	162,198	148,377	152,833
NOVEMBER	239,007	162,085	149,939	152,833
DECEMBER	147,717	151,229	145,591	152,833
TOTALS	1,710,898	1,857,939	1,815,258	1,810,882
			Current Budget	1,834,000

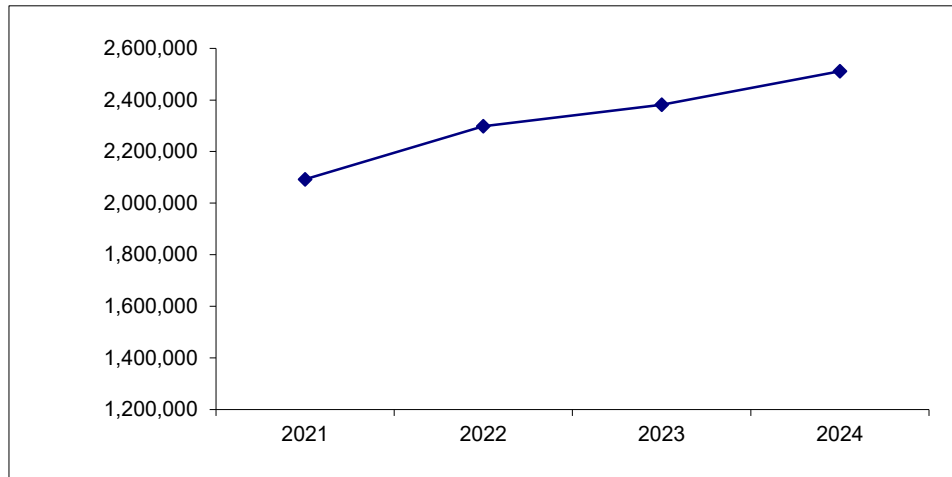
MONTH	2021	2022	2023	2024
JANUARY	252,696	283,072	275,250	275,245
FEBRUARY	220,266	258,944	220,663	235,090
MARCH	208,011	178,756	225,950	244,417
APRIL	215,526	253,405	219,333	244,417
MAY	250,786	255,437	250,551	244,417
JUNE	248,729	256,227	254,697	244,417
JULY	255,517	265,264	264,536	244,417
AUGUST	253,309	259,754	251,674	244,417
SEPTEMBER	274,663	249,395	262,001	244,417
OCTOBER	263,188	252,007	277,605	244,417
NOVEMBER	242,427	239,391	249,118	244,417
DECEMBER	267,134	240,655	292,462	244,417
TOTALS	2,952,253	2,992,307	3,043,839	2,954,501
			Current Budget	2,933,000



STATE VIDEO GAMING TAX

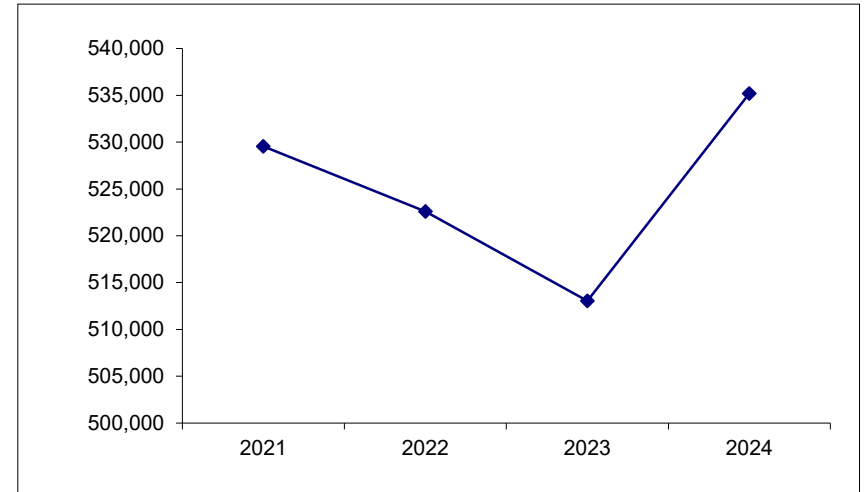
Projected Revenues

MONTH	2021	2022	2023	2024
JANUARY	85,531	186,950	187,712	186,224
FEBRUARY	-	194,055	194,632	196,329
MARCH	85,407	165,854	192,027	204,506
APRIL	176,056	170,074	196,183	208,932
MAY	257,275	230,570	233,599	248,780
JUNE	244,343	217,794	208,034	221,553
JULY	223,954	197,376	214,828	228,788
AUGUST	208,113	183,024	191,592	204,043
SEPTEMBER	217,309	190,168	196,948	209,747
OCTOBER	203,717	182,080	188,283	200,519
NOVEMBER	196,248	191,184	190,493	202,872
DECEMBER	194,733	189,255	186,923	199,071
TOTALS	2,092,686	2,298,383	2,381,255	2,511,363
			Current Budget	2,536,000



LOCAL LIQUOR LICENSE FEE

MONTH	2021	2022	2023	2024
JANUARY	3,989	-	-	2,556
FEBRUARY	-	6,010	250	2,547
MARCH	2,459	702	3,677	3,677
APRIL	2,018	-	100	100
MAY	194,556	288,825	143,125	143,112
JUNE	312,435	217,825	330,921	330,891
JULY	-	3,280	26,953	44,295
AUGUST	6,600	200	2,055	2,055
SEPTEMBER	3,593	600	400	400
OCTOBER	100	150	2,665	2,665
NOVEMBER	-	3,093	-	-
DECEMBER	3,807	1,914	2,900	2,900
TOTALS	529,556	522,599	513,047	535,198
			Current Budget	513,000



City Clerk

DATE: 3/18/2024

MEMO:

TO: Lisa Gregory Mayor Pro Tem
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Approving an Intergovernmental Agreement between the City of Decatur and Decatur Public School District #61 for Repurposing of the Garfield School Site

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution and Agreement	Resolution Letter

March 14, 2024

TO: Mayor Pro-Tem Lisa Gregory & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Resolution Concerning Disposition of Old Garfield School

At the time the council packets were distributed for the March 18 meeting, staff had not yet received the latest version of a potential intergovernmental agreement between DPS-61 and the city concerning the disposition of the old Garfield School (an agreement is required for the city to renew its application for funding and tax credits to support a renovation and re-purposing of the former school building). I will provide an update on this item tomorrow and/or on Monday.

Given the time-sensitive nature of this project (the application is due to be received by the Illinois Housing Development Authority by March 29), I have left the item on the council's action agenda.

RESOLUTION NO. 2024_____

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DECATUR, ILLINOIS AND DECATUR PUBLIC SCHOOL
DISTRICT #61 REGARDING 1077 WEST GRAND AVENUE**

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

Section 1. That the Intergovernmental Agreement presented herewith to the City Council between the City of Decatur, Illinois and Decatur Public School District #61 with the same or substantially same terms and the same is hereby, received, placed on file, approved and attached as Exhibit A.

Section 2. That the Mayor and said City Clerk be, and they are hereby authorized and directed to sign, seal and attest said Intergovernmental Agreement on behalf of the City.

PRESENTED AND ADOPTED this 18th day of March 2024.

LISA GREGORY
MAYOR PRO TEM

ATTEST:

KIM ALTHOFF
CITY CLERK

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DECATUR,
ILLINOIS AND DECATUR PUBLIC SCHOOLS, DISTRICT 61**

THIS INTERGOVERNMENTAL AGREEMENT is entered into between the Board of Education of Decatur Public School District No. 61 (hereinafter "District" or "School District"), and the City of Decatur, Illinois, an Illinois municipal corporation (hereinafter "City").

WHEREAS, the District is the owner of tracts of real estate, generally described as 1077 W. Grand Street, Decatur, Illinois as shown on the map attached hereto as Exhibit A and incorporated herein by reference, and more particularly described as follows:

The West ½ of the SW ¼ (Exc. The North 30 feet for Street and W 30 feet for Street) of Lots 3 & 4; A tract measuring 611.7 feet X 610.83 feet. PIN Number 04-12-10-301-001. Situated in Macon County, Illinois. ("Premises"), (legal description on Seller's title to govern).

on which is located a former school building, school site and adjoining green space, last commonly known and used as an elementary school that has been permanently removed from the District's building inventory (hereinafter "Property"); and,

WHEREAS, the City seeks to own the Property for redevelopment of the Property to be used as senior living apartments or other appropriate development ("Project"); and,

WHEREAS, the City is seeking to secure necessary and required funding and tax credits from the Illinois Housing Development Authority ("IHDA") for the Project; and,

WHEREAS, the City and the District agree that should the City fail to secure funding and tax credits from IHDA, and the City be unable to redevelop the Property, the Premises will be demolished; and,

WHEREAS, the District is desirous of transferring the Property to the City and in assisting the City with the financial expense of the demolition of the structure located at 1077 W. Grand St. should it not be redeveloped.; and,

WHEREAS, prior to the District transferring the Property to the City, the City will adopt an Ordinance Authorizing Acceptance of the Property for a Public Purpose in compliance with the Local Governmental Transfer Act, 50 ILCS 605/1 et. seq.; and,

WHEREAS, it is in the public interest to maximize the efficient use of District and City properties; and

WHEREAS, District and City have the authority to enter this Agreement in the manner set forth herein pursuant to Section 10 of Article VII of the Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et. Seq.), and the Illinois Local Government Property Transfer Act (50 ILCS 605/1 et. Seq.).

WHEREAS, the parties have agreed upon mutually agreeable terms and conditions relating to the redevelopment or demolition of the structure located at 1077 W. Grand St, and the parties wish to reflect their agreement in writing.

NOW, THEREFORE, in consideration of the premises, which are hereby incorporated hereinafter by reference, and the agreements, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The parties hereby find that all the recitals contained in the preambles to this Agreement are full, true and correct and do incorporate them into this Agreement by this reference.

2. **Purchase Price.** If the Property is not developed and the Project does not occur, as the purchase price for Property, District agrees to reimburse and pay the City fifty percent (50%) of the total costs incurred by the City to demolish the structure located at 1077 West Grand Street, Decatur, Illinois. Total costs shall include, but not be limited to, actual cost of demolition and environmental remediation costs.

3. **Condition and Maintenance of Property.** District shall continue to maintain Property, including mowing the grass, removing hazards as necessary, taking all reasonable steps to maintain the structure's integrity for the future Project re-modelling and re-purposing and keeping Premises secure until such time as the Property is transferred to the City.

City warrants that, subject to the demolition occurring, it has inspected said Property, and is acquainted with the condition thereof, and City accepts the same in its present, "As Is" condition except as set forth above. DISTRICT DISCLAIMS ALL WARRANTIES AS TO CONDITION, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF HABITABILITY AND FITNESS, AND SELL SAID PROPERTY IN "AS IS" CONDITION.

4. **Deed of Conveyance.** District shall execute and deliver to City at closing Warranty Deeds to the Property.

5. **Evidence of Title.** (a) Within a reasonable time prior to closing, District shall provide to City as evidence of title a Commitment for Title Insurance issued by a Title Insurance Company regularly doing business in Macon County, committing the Company to issue a Policy of Title Insurance in the usual form, insuring title to Property, subject only to the permissible exceptions to title set forth below, in the amount of the Purchase Price.

(b) Permissible exceptions to title shall include only the lien of current general taxes; zoning laws and building ordinances; easements of record, which do not underlie or restrict the improvements intended by City or unreasonably interfere with the quiet enjoyment of said real estate; covenants and restrictions of record, which will not be violated by City's intended use of said real estate, rights of the public, the State of Illinois, the County, the Township and the City in and to any part of the premises taken, used or dedicated for roads, streets or highways; rights of any drainage district of which the property is a part to assess the property from time to time;

existing mortgages, if any, which shall be removed at or prior to closing; and any other standard exceptions customarily included in Title Insurance Policies issued in the County within which said real estate is located.

(c) Within a reasonable time after receipt of the evidence of title, City shall point out in writing to District any unpermitted exceptions to title which appears therein, and unless so pointed out, the evidence of title shall be conclusively presumed to be accepted by City. District shall have a reasonable time to cure any unpermitted exception of which City gives notice. District shall have the right to cure any such exception which may be removed by the payment of money by deducting the amount of such payment from the Purchase Price at the time of closing. If District is unable to cure any such exceptions and is unable to procure a Title Policy insuring over such exceptions, then City shall have the option of terminating this Contract, or of accepting title subject to such exceptions and proceeding to close without any reduction in the Purchase Price, in which case such exceptions shall be deemed permissible exceptions to title.

(d) The evidence of title, including the cost of an Owner's Policy of Title Insurance in the full amount of the Purchase Price, issued by the Company making the Title Insurance Commitment, shall be at the sole expense of District.

6. **Possession and Closing.** District shall deliver possession of Property to City concurrently with the closings of the transaction or transactions, which shall be held on a mutually agreeable date, time and place upon reasonable request from the City. If the closing is held at the offices of the title insurer, the parties shall split the closing fee. Closing shall occur within six (6) months of the date of this Agreement.

7. **Time of the Essence.** Time for the performance of the obligations of the parties is of the essence of this Agreement.

8. **Brokerage Disclosure.** The parties warrant to each other that no real estate agent, agency, firm or person is involved in this transaction to which any commission or finder's fee could be owing from them.

9. **Assignments and Succession of Obligations.** All terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective agents, representatives, officers, assigns, successors and transferees. All warranties and agreements contained herein shall survive closing and remain binding on the parties.

10. **Severability.** If any provisions or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the formation of an Intergovernmental Agreement between the City of Decatur and the District. Any representations promises or statements not set forth in this Agreement are of no force and effect and have not been relied upon.

12. **Amendment.** This Agreement may only be amended by a written instrument signed by each party hereto.

13. **Notice.** Any written notices required by this Agreement shall be delivered to each party via first class mail at the following address:

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

Decatur Public School District 61
Attn: Superintendent
101 W. Cerro Gordo Street
Decatur, IL 62523

14. **Counterparts.** This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

DATED at Decatur, Illinois, this _____ day of _____, 2024.

CITY OF DECATUR, ILLINOIS

MAYOR

CITY CLERK

DECATUR PUBLIC SCHOOLS, DISTRICT 61

BOARD PRESIDENT

SECRETARY TO THE BOARD



Show search results for 04-12-...



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-88 26 39 455 Degrees

Public Works

DATE: 3/6/2024

MEMO: 2024-44

TO: Honorable Mayor Pro Tem Lisa Gregory and City Council

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

SUBJECT:
Resolution Authorizing License For Underground Pipelines, Cables and Conduits with the Illinois Central Railroad on Faries Parkway at Brush College Road

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the Resolution authorizing a License For Underground Pipelines, Cables and Conduits between the Illinois Central Railroad Company (ICRR), owned by the CN, and the City of Decatur for the installation and maintenance of a storm sewer being constructed in Faries Parkway, extending under the ICRR tracks at Brush College. The License Agreement includes a one-time payment of \$12,200. This work is part of the Brush College Grade Separation Project.

Although this cost is within the city manager's spending authority to approve, the additional issuance of a license requires approval from the City Council.

BACKGROUND:

As the design work for the Brush College Road grade separation project was being finalized, the engineer began working with the railroads to secure license agreements for the storm sewers and water mains what would be extended under the tracks as part of the project. Although this interaction began nearly two years ago, the railroad required information that only the contractor could provide. The contractor has provided the additional construction details requested by the railroad and a license for the storm sewer is now ready to approve.

The license agreement will allow the storm sewer to be constructed and maintained. The ICRR requires a one-time fee of \$12,200 for the license. See the location map for further details.

LEGAL REVIEW: Legal reviewed and approved the agreement on March 4, 2024.

PRIOR COUNCIL ACTION: There have been no prior Council actions on this license.

POTENTIAL OBJECTIONS: There are no known objections to the proposed license agreement.

INPUT FROM OTHER SOURCES:

Illinois Central Railroad Company, AECOM Technical Services, Inc.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The license fee is \$12,200 and will be paid from the Storm Water Fund. The installation work is part of the Brush College Grade Separation Project.

Staffing Impact: Staff time will be allocated for this work.

ATTACHMENTS:

Description	Type
Resolution Authorizing License for Underground Pipelines, Cables, and Conduits with the Illinois Central Railroad on Faries Parkway at Brush College Road	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING LICENSE FOR UNDERGROUND PIPELINES, CABLES
AND CONDUITS WITH THE ILLINOIS CENTRAL RAILROAD ON FARIES PARKWAY
AT BRUSH COLLEGE ROAD**

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

Section 1. That License for Underground Pipelines, Cables and Conduits presented to the City Council herewith between the City of Decatur and the Illinois Central Railroad Company, as Exhibit A and it is hereby, received, placed on file, and approved.

Section 2. That the Mayor Pro Tem and City Clerk be, and they are hereby, authorized and directed to sign, seal and attest said Agreement on behalf of the City.

PRESENTED and ADOPTED this 18th day of March 2024.

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk

LICENSE FOR UNDERGROUND PIPELINES, CABLES AND CONDUITS

THIS AGREEMENT made in duplicate this 29th day of February, 2024, between ILLINOIS CENTRAL RAILROAD COMPANY, party of the first part, hereinafter called the Railroad, and

File P-11719

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

Party or parties of the second part, hereinafter called the Licensee,

WITNESSETH:

1. In consideration of a one-time fee of \$12,200.00 in hand paid by the Licensee to the Railroad, the receipt whereof is hereby acknowledged and the faithful performance by the Licensee of the covenants herein contained, the Railroad, insofar as it lawfully may, hereby grants to the Licensee license and permission to construct and maintain a 39.124" Casing w/30" RCP (see attachment) (whether one or more pipes, cables or conduits hereinafter referred to as the "pipeline") across, along and underneath the property of the Railroad at Milepost 0.85 in Decatur, IL, said pipeline being more particularly shown upon the exhibits hereto attached and made a part hereof, subject to the following conditions and specifications:
2. The license and permission herein granted to Licensee are subject and subordinate; however, to the rights in Railroad, its successors and assigns, its grantees, lessees and licensees, to construct, reconstruct, operate, use, maintain, repair and renew on, beneath or above the property covered hereby, any structures, improvements or facilities of similar or different character as are now or in the future may be located on, beneath or above said properties.
3. Licensee shall, except in emergencies, give not less than 72 hours written notice to Railroad of the day, hour and location that it proposes to undertake any construction or maintenance work and in the event of an emergency shall notify Railroad as soon as possible.

Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified herein; and for the purposes of the safety, protective and indemnification provisions hereof, such contractors and subcontractors, their agents, servants and employees, and other persons on the Railroad property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.

4. Licensee shall, at no expense to Railroad, obtain all permits and approvals required to exercise this license and Licensee shall install, maintain and operate its facilities in accordance with all requirements of lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the pipeline or other of Licensee's facilities on Railroad's property or the operation of any of them.
5. The pipeline shall be installed at least 8.52-feet below the tracks of the Railroad, measured from base of rail to top of pipeline or, if no tracks are located on the property, at least 11-feet below natural ground. Said pipeline shall be constructed of such material and in such a manner as will assure the safety of Railroad. Railroad's authorized representative shall have the right, but not the duty, to require certain materials or procedures to be used or to supervise the construction, maintenance, restoration or other work on Railroad's property. If in the opinion of Railroad's authorized representative casing of the pipeline is required at the time of installation or at any time subsequent thereto, Licensee shall promptly arrange for such casing at its own risk and expense.
6. If, in the opinion of the authorized representative of Railroad the work to be done by the Licensee pursuant to this agreement will make necessary or desirable any change in the Railroad's facilities, or those of the Railroad's tenants or licensees, on the Railroad's property, the Railroad shall have the right, but not the duty, to make such changes, the expense thereof to be borne by the Licensee.

Railroad shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

7. Licensee agrees at any time, or from time to time, at its own risk and expense, upon request of the authorized representative of the Railroad, to make such change or changes as may be necessary in the opinion of said representative to accommodate any change or improvements which Railroad may desire to make in or upon its property. In case Licensee shall fail within thirty (30) days after notice from Railroad to make such change or changes, Railroad shall have the right, but not the duty, to make such change or changes, or remove Licensee's facilities from said property at the risk and expense of Licensee.

8. Licensee shall at its expense take such measures as may be necessary and adequate in connection with its property or the property of railroad to protect facilities of Railroad and those of others using Railroad's property from interference by induction, conduction, physical contact or otherwise attributable to the exercise by Licensee of the license granted to it.

In the event Railroad advises Licensee to take any action to protect Railroad, its facilities or facilities on Railroad's property, Licensee shall promptly take the indicated action, including, but not limited to, stopping the operation of the pipeline. If Licensee fails to do so, Railroad shall have the right, but not the duty, to perform on behalf of Licensee at the sole risk and expense of Licensee.

9. In the event Railroad elects to renew, replace, repair or alter any tracks or other facilities or to construct new facilities or to make other use of the property covered by this license, and in connection therewith requires the removal of any facilities placed by Licensee on Railroad's property or should any facilities of Licensee need renewal or repair, Licensee shall, within 30 days of receipt of notice, arrange for such removal, renewal or repair at Licensee's risk and expense. In the event removal is required, the facilities shall be relocated at such location on Railroad's property as is designated by Railroad, provided that Railroad's authorized representative determines that a location is reasonably available. Renewal or repair shall be to such condition as is indicated by Railroad's authorized representative. If Licensee fails to comply with the foregoing, Railroad shall have the right, but not the duty, to remove, renew or repair such facilities at the sole risk and expense of Licensee.
10. Cost and expense for work performed by the Railroad pursuant to this agreement shall consist of the direct cost of labor and material plus Railroad's standard additives in effect at the time the work is performed. All payments required of Licensee under this agreement shall be made promptly upon presentation of a bill.
11. Licensee, as a further consideration and as a condition without which this license would not have been granted, agrees to indemnify and save harmless Railroad, its officers, employees and agents and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties hereto (together with all liability for any expense, attorneys' fees and costs incurred or sustained by the Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcements of the indemnification rights hereby conferred) arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this license or the construction, maintenance, repair,

renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the license regardless of the negligence of Railroad, its officers, employees and agents. Licensee further agrees to release and indemnify and save harmless Railroad, its officers, employees, agents, patrons or invitees from all liability to Licensee, its officers, employees, agents or patrons, resulting from railroad operations at or near the area in which the license is to be granted whether or not the death, injury or damage resulting therefrom may be due to the negligence of the Railroad, its officers, employees or agents or otherwise. At the election of Railroad, the Licensee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

12. Licensee shall secure, and maintain in place so long as this agreement is in effect, Commercial General Liability Insurance (Occurrence Form) in an amount not less than \$5,000,000 per occurrence, with an aggregate of not less than \$10,000,000 per annual period. The policy must name Railroad and its parent company, Canadian National Railway Company, as additional insured's in the following form:

Illinois Central Railroad Company, and its Parent Corporation,
Canadian National Railway Company
17641 S Ashland Ave
Homewood, IL 60430

The policy must not contain any provisions excluding coverage for injury, loss or damage arising out of or resulting from (a) doing business on, near, or adjacent to railroad track or facilities, or (b) surface or subsurface pollution, contamination or seepage, or from handling, treatment, disposal or dumping of waste materials or substances. Before commencing work, Licensee shall deliver to Railroad a certificate of insurance evidencing the foregoing coverage's and true and complete copies of the policies described above. Each policy shall include a waiver by the insurer of any right of subrogation against any recovery by or on behalf of any insured. Each policy shall provide for not less than thirty days prior written notice to Railroad of cancellation of or any material change in that policy.

13. If a contractor is to be employed by the Licensee for the installation of Facilities pursuant to this License, then, before commencing work, the contractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, the RAILROAD.
 - A. Statutory Workers' Compensation and Employer's Liability insurance.

- B. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.
 - C. An Occurrence Form Railroad Protective Policy with limits of not less than \$5,000,000 dollars per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property with \$10,000,000 dollars aggregate for the term of the policy with respect of Bodily Injury Liability, Property Damage Liability and Physical Damage to Property. The Policy must name the appropriate RAILROAD as the insured, and shall provide for not less than ten (10) days prior written notice to the RAILROAD'S as cancellation of, or any material change in the policy.
14. It is expressly understood Railroad does not warrant title to the premises and Licensee accepts the grant of privileges contained herein subject to all lawful outstanding existing liens and superior rights. Licensee agrees it shall not have to make any claim against Railroad for damages on account of any deficiency in title and agrees that in the event of failure or insufficiency of such title the sole remedy of Licensee shall be the right to return of the consideration paid in advance, provided for herein, or a proportionate part thereof in the event of a partial deficiency or insufficiency of title. Licensee further agrees to indemnify and save harmless the Railroad and to assure all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Railroad) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of its title affecting the right of the Railroad to make this grant.
15. This agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this agreement as to the entire pipeline and all of the facilities of Licensee, or any part thereof, at any time or from time to time, as it may require, upon giving the other party ninety (90) days notice in writing of its desire to terminate this agreement, and indicating in said notice the extent of said line and facilities to which such termination shall apply. When this agreement shall be terminated as to the entire line and all of the facilities of Licensee or as to any part thereof, Licensee within thirty (30) days after the expiration of the time stated in said notice, agrees at its own risk and expense to remove said facilities from the property of Railroad, or such portion thereof as Railroad shall require removed, and to restore the railroad premises to a neat and safe condition, and if Licensee shall fail to do so within said time, Railroad shall have the right, but not the duty, to remove and restore the same, at the risk and expense of Licensee. Nothing herein contained shall be construed as conferring any property right on Licensee.
16. In case Railroad shall at any time, or from time to time, require the removal of only a portion of said pipeline, this agreement shall continue in force and be

applicable to the portion of portions of said pipeline and other facilities remaining from time to time until said entire pipeline has been removed and the rental shall be adjusted accordingly.

17. Nothing in this agreement shall be construed to place any responsibility on Railroad for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any of Licensee's facilities.

Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this Agreement.

18. This Agreement shall not be binding on either party hereto until all parties have executed the space provide below.

19. This agreement shall be binding on the successors and assigns of the parties hereto, but no assignment hereof by the Licensee, its successors, legal representatives or assigns, shall be binding upon the Railroad without its written consent in each instance.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, the day and year first above written.

ILLINOIS CENTRAL RAILROAD COMPANY

By:

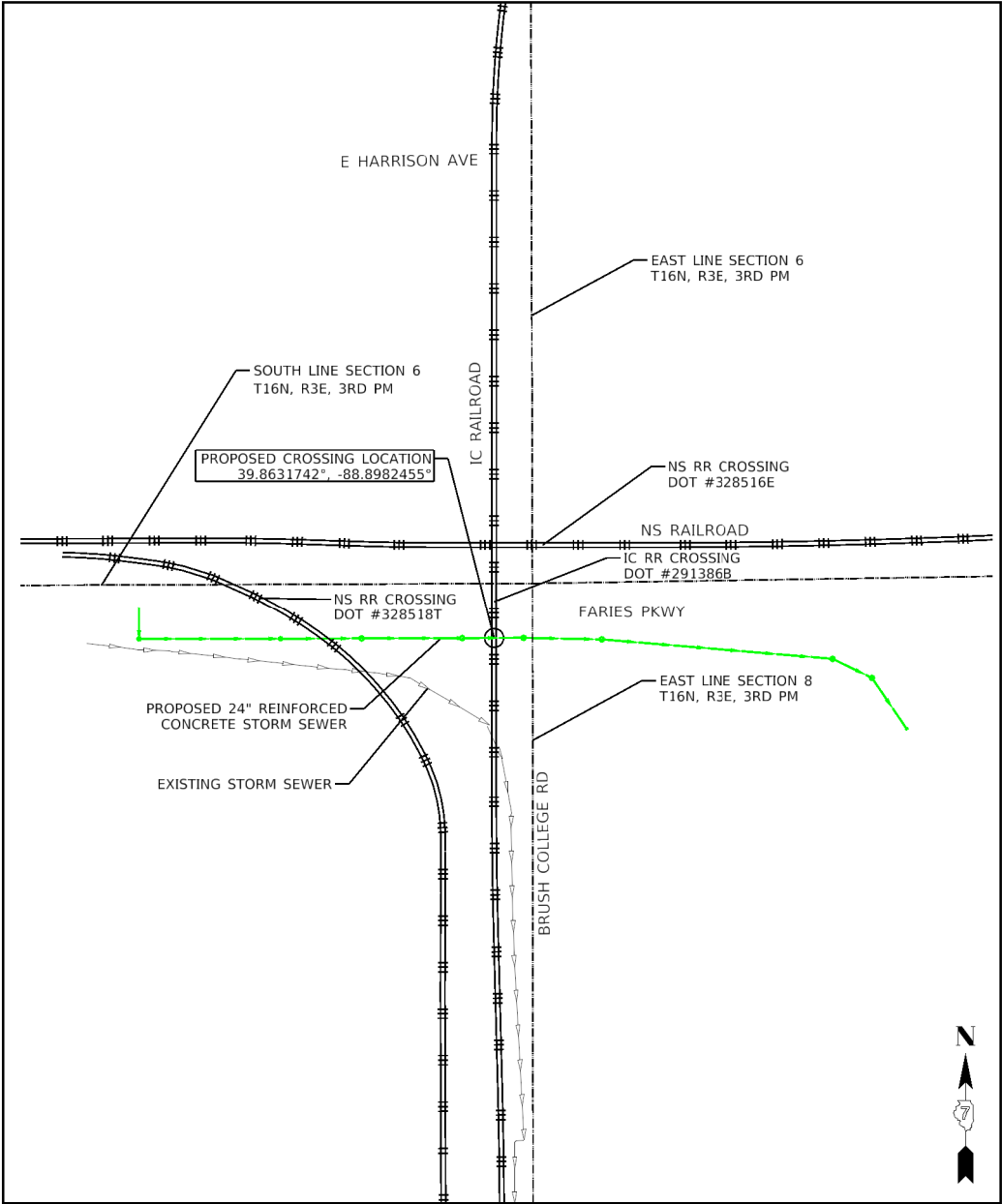
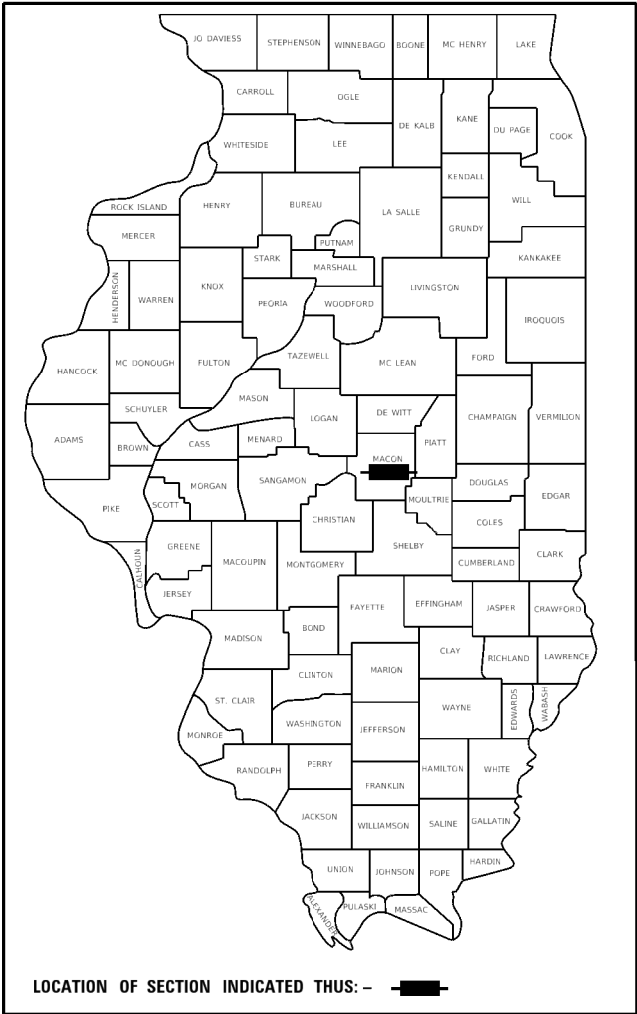
James V. Fountain – Senior Manager, Real Estate

CITY OF DECATUR

By:

Name and Title

NOTIFICATION OF INTENT TO
CONSTRUCT UTILITY CROSSING
24" REINFORCED CONCRETE STORM SEWER
CROSSING ILLINOIS CENTRAL RAILROAD
DECATUR, IL
MACON COUNTY



UTILITY CROSSING LOCATION MAP

UTILITY OWNER INFORMATION:

CITY OF DECATUR, PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523

PUBLIC WORKS DIRECTOR: MATT NEWELL **PHONE NUMBER:** (217) 424-2747

LIST OF DRAWINGS:

- 1. COVER PAGE
- 2. PLAN AND PROFILE
- 3. CROSS SECTION

GENERAL NOTES:

CONSTRUCTION AND MAINTENANCE TO BE IN ACCORDANCE WITH ALL APPLICABLE REGULATORY REQUIREMENTS AND STANDARDS.

NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING ENGINEERING PLANS PREPARED BY:

CORY W.
CHAMBERLAIN
062-055298

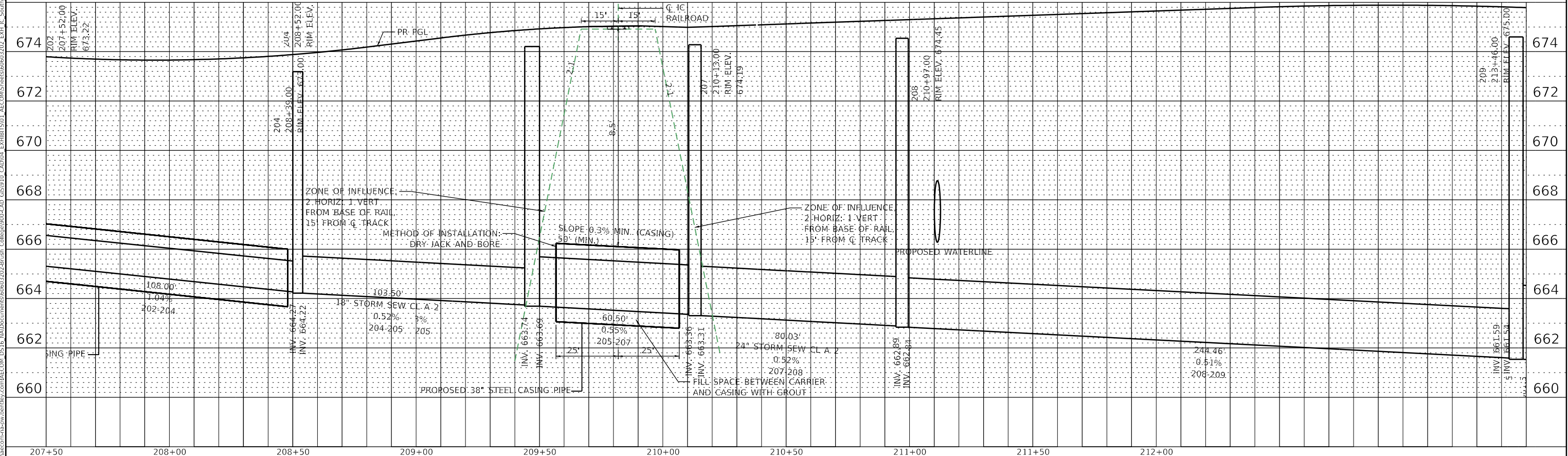
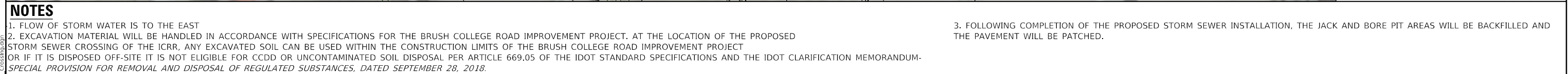
design firm
no. 184001036

engineers • planners • land surveyors

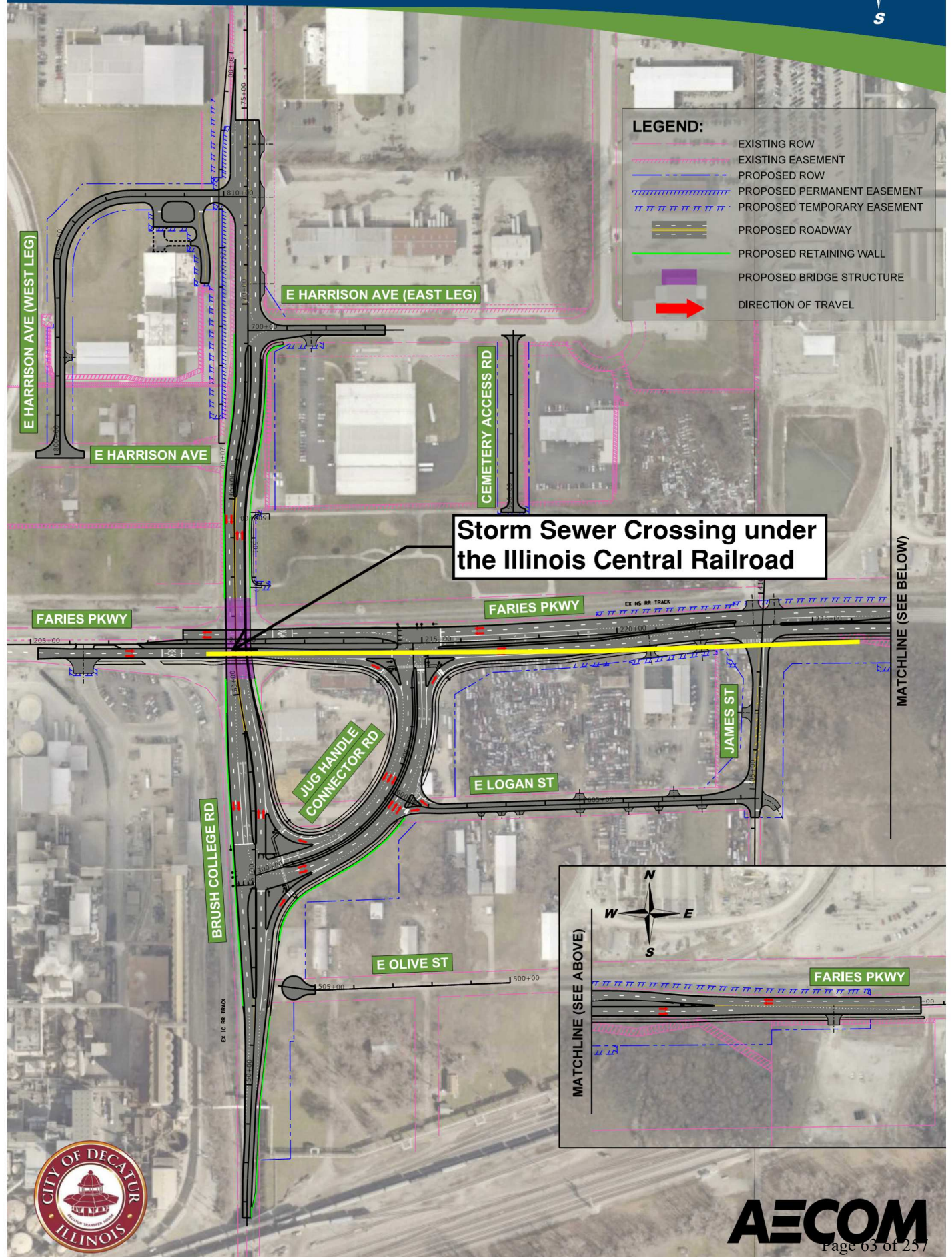
SIGNATURE DATE: MM/DD/YYYY
ILL REG PE NO 062-064634
LICENSE EXPIRES 11 /30 /2021

COVER PAGE
NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING
24" REINFORCED CONCRETE STORM SEWER CROSSING ILLINOIS CENTRAL RR
DECATUR, IL

PROFILE	SURVEYED	BY	DATE
	PLOTTED		
NOTE BOOK	GRADES CHECKED		
NO. _____	B.M. NOTED		
	STRUCTURE NOTATIONS CHK'D		



Project Plan



Public Works

DATE: 3/11/2024

MEMO: 2024-42

TO: Lisa Gregory, Mayor Pro Tem and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Keith Alexander, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager
Kelly Harrison, Procurement Officer

SUBJECT: Resolution Accepting the Bid Price of S&R Marine and Equipment for the Purchase of One (1) 2024 SeaArk VFX 2072 Deluxe Patrol Boat, Trailer and Accessories

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the resolution awarding a contract in the amount of \$52,784.25 to S&R Marine and Equipment for the purchase of (1) 2024 SeaArk VFX 2072 Deluxe Patrol Boat, Trailer and Accessories.

BACKGROUND:

City staff operate three patrol boats. One 1980s era patrol boat that reached the end of its reliable service life was replaced last year. The other two 1980s era boats are scheduled for replacement this year and next year.

Bids were received by the Purchasing Division on February 16. The bid results were provided on the attached bid tabulation. S&R Marine and Equipment was the lowest bidder.

The bid includes a boat, trailer and lake patrol accessories such as flashing lights, etc. Boat trailers are built specifically for each boat model and are generally purchased as a package with the boat.

DISPOSAL OF REPLACED UNITS: The replaced boat, trailer and accessories will be sold or auctioned after the new equipment is put into service.

PRIOR COUNCIL ACTION:

On April 3, 2023, the City Council approved the purchase of a similar boat, trailer and accessories.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

None.

OTHER BIDDERS: None.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Jennifer Gunter, Watershed and Lake Manager, 424-2834. Matt will be present at the Council meeting. **LEGAL REVIEW:** There are no documents for Legal to review.

BUDGET/TIME IMPLICATIONS:

Funding for this expense is included in this year's Lake Services Operating Budget.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid Price of S&R Marine and Equipment for the Purchase of One (1) 2024 SeaArk VFX 2072 Deluxe Patrol Boat, Trailer and Accessories	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID PRICE OF S&R MARINE AND
EQUIPMENT FOR THE PURCHASE OF ONE (1) 2024 SEAARK VFX 2072
DELUXE PATROL BOAT, TRAILER AND ACCESSORIES**

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

Section 1. That the tabulation of bids received for one (1) 2024 SeaArk VFX 2072 deluxe patrol boat, trailer, and accessories presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid of S&R Marine and Equipment, in the amount of \$52,784.25, be accepted and a purchase order be awarded accordingly.

Section 3. That the Procurement Officer be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and S&R Marine and Equipment, for their bid price of \$52,784.25.

PRESENTED and ADOPTED this 18th day of March 2024.

LISA GREGORY, MAYOR PRO TEM

ATTEST:

KIM ALTHOFF, CITY CLERK

Exhibit A

Project Name: PUR2024-02 Lake Patrol Boat, Trailer, & Accessories Bid Date: February 16, 2024 Time: 10:00 a.m.				S&R Marine Beardstown, IL		Cook's Boats & Motors LLC Troy, MO		Technology International Inc. Lake Mary, FL	
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
	2024 SeaArk VFX 2072 Deluxe Smoked Quartz	1	ea		\$28,711.15		\$29,800.00		\$27,000.00
	2023 Mercury 150 XL Pro XS Four Stroke Motor	1	ea		\$12,239.81		\$15,200.00		\$18,300.00
	Enforcement Package	1	ea		\$3,423.80		\$3,600.00		\$8,500.00
	Hummingbird Helix 12 CHIRP MEGA SI plus GPS G4N	1	ea		\$2,699.99		\$2,900.00		\$3,500.00
	2023 Marine Master Tandem Axel Trailer w/ Deluxe Pkg.	1	ea		\$5,709.50		\$6,000.00		\$7,500.00

TOTAL

\$52,784.25

\$57,500.00

\$64,800.00

Public Works

DATE: 3/13/2024

MEMO: 2024-48

TO: Lisa Gregory, Mayor Pro Tem and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Keith Alexander, Water Production Manager
Kelly Harrison, Procurement Officer

SUBJECT: Resolution Accepting the Vandevanter Engineering Company Proposal for the Purchase of a Wash Water Return Pump

SUMMARY RECOMMENDATION:

Staff recommends awarding a Purchase Order in the amount not to exceed of \$27,014.80 including freight to Vandevanter Engineering Company for the purchase of a Wash Water Return Pump for the South Water Treatment Plant.

BACKGROUND:

The South Water Treatment Plant (SWTP) has two wash water return pumps that transfer water that has been used to backflush and clean the plant's drinking water filters and nitrate reduction vessels to the upstream area of the plant for recycling and reuse. The pumps are critical as the plant cannot operate for more than a few hours without at least one pump working.

Each pump has been rebuilt twice. It is not economically feasible to rebuild the pumps a third time, making it prudent to have a new pump in stock at the SWTP to replace one of the existing pumps as soon as it fails. A new pump needs to be on hand as the delivery time is normally estimated to be 8 to 10 weeks, but can be much longer as seen in the recent past. Per the attached Exhibit A tabulation, it is recommended that a new pump be purchased from the low bidder, Vandevanter Engineering Company.

The City is in the process of bidding out improvements to the chemical feed system at the SWTP. Pumps and valves this small are common in the plant and are not considered major enough to be replaced as part of the larger chemical feed project.

PRIOR COUNCIL ACTION: None.

POTENTIAL OBJECTIONS: No objections are known.

INPUT FROM OTHER SOURCES:

Purchasing Division.

LEGAL REVIEW:

Vandevanter's proposal was reviewed by the Legal Department.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. John Dodwell, Water Production Maintenance, 424-2834. Matt will be at the council meeting to answer any questions the council may have about this purchase.

BUDGET/TIME IMPLICATIONS: Funding will be provided from the Water Production operating budget

ATTACHMENTS:

Description	Type
Resolution Accepting the Vandevanter Engineering Company Proposal for the Purchase of a Wash Water Return Pump	Resolution Letter
Proposal	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE VANDEVANTER ENGINEERING COMPANY
PROPOSAL FOR THE PURCHASE OF A WASH WATER RETURN PUMP**

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

Section 1. That the tabulation of proposals received for a Wash Water Return Pump presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the proposal of Vandevanter Engineering Company, in the amount not to exceed \$27,014.80 including freight, be accepted and a purchase order be awarded accordingly.

Section 3. That the Procurement Officer be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Vandevanter Engineering Company, for their proposal price of \$27,014.80, including freight.

PRESENTED and ADOPTED this 18th day of March 2024.

LISA GREGORY, MAYOR PRO TEM

ATTEST:

KIM ALTHOFF, CITY CLERK

EXHIBIT A Project Name: Wash Water Return Pump				Vandevanter Engineering Co. Fenton, MO		Bodine Electric of Decatur Decatur, IL	
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total
	Flygt NP 3153.185 submersible pump	1			\$26,014.80		\$27,800.50
	\$1,000 estimated freight charge	1			\$1,000.00		\$1,000.00

TOTAL

\$27,014.80

\$28,800.50

**Proposal # OP-591638 – R1
March 13, 2024**

**Mr. John Dodwell
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523**

RE: WASH WATER LIFT STATION – REPLACEMENT PUMP PROPOSAL

Dear John,

Thank You for Contacting me Late Last Week for a Proposal for a New Replacement Pump for Your Wash Water Lift Station, Based on the Information I have, I have Prepared this Proposal for the Current Replacement Pump for the Existing CP-3152 Pumps Currently installed at the Lift Station Above. Based on our Conversation, We Propose the Following:

ONE (1) – FLYGT NP-3153.185 Submersible Pump, 6 Inch, 20 HP, 460 Volt, Three Phase, with a 435 Impeller Trim, FLS Switch, Drilled for Mix Flush Valve, with 50' Submersible Pump Cable

PRICE FOR PUMP LISTED ABOVE.....\$26,014.80

Normal Delivery is Expected to be 8 – 10 Weeks after receipt of your Signed Proposal or your Purchase Order. Standard Terms and Conditions will apply.

F.O.B. Factory – Freight will be added to the total above

Terms – See attached Revised Terms and Conditions.

NOTE:

Incoming Freight is Not Included in the Total Above. We anticipate the Freight for this Pump will be in the \$500.00 to \$600.00 Range

If, after reviewing the above proposal, you have any further questions or comments regarding this proposal, please feel free to contact me at (314) 402-3642. If the proposal meets your approval, Please sign, date and mail or fax a copy back to our office and we will order your Parts.

Thank you for the opportunity to furnish this proposal to the CITY OF DECATUR. If I can be of further assistance to you on this or future projects, please let me know.

CALVERT CITY

DECATUR

ST. LOUIS

5477 GILBERTSVILLE HWY
CALVERT CITY, KS 42029
270-395-4942 MAIN
270-395-4943 FAX

1510 E. McBRIDE AVENUE
SUITE C
DECATUR, IL 62526
217-650-7404 MAIN
217-428-5694 FAX

1550 LARKIN WILLIAMS ROAD
FENTON, MO 63026
636-343-8880 MAIN
636-343-1720 FAX

Proposal # OP-591638 - R1
Page -2-

Sincerely,

Michael A. Rynd

Michael A. Rynd

VANDEVANTER ENGINEERING CO.
Aftermarket/Service Representative

MAR/mar

ACCEPTED THIS DATE _____ BY _____
COMPANY _____ TITLE _____

CALVERT CITY

5477 GILBERTSVILLE HWY
CALVERT CITY, KS 42029
270-395-4942 MAIN
270-395-4943 FAX

DECATUR

1510 E. McBRIDE AVENUE
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ST. LOUIS

1550 LARKIN WILLIAMS ROAD
FENTON, MO 63026
636-343-8880 MAIN
636-343-1720 FAX

TERMS AND CONDITIONS

Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

Special Terms Revised – March 2023

Per Jesse Kuntz

CALVERT CITY

5477 GILBERTSVILLE HWY
CALVERT CITY, KS 42029
270-395-4942 MAIN
270-395-4943 FAX

DECATUR

1510 E. MCBRIDE AVENUE
SUITE C
DECATUR, IL 62526
217-650-7404 MAIN
217-428-5694 FAX

ST. LOUIS

1550 LARKIN WILLIAMS ROAD
FENTON, MO 63026
636-343-8880 MAIN
636-343-1722 FAX

Police Department

DATE: 3/5/2024

MEMO: 24-03

TO: Lisa Gregory, Mayor Pro Tem
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT: Resolution Accepting the Bids and Authorizing the Execution of Purchase Orders for Furnishing Ammunition to the Decatur Police Department

SUMMARY RECOMMENDATION:

The purpose of this memorandum is to request the expenditure of funds to Ray O'Herron Company, Inc., TJ Conevera, Sunset Law Enforcement and Kiesler Police Supply, Inc. for the purchase of ammunition for the Decatur Police Department pursuant to the attached bid summary.

It is the recommendation of staff to authorize the execution of purchase orders as shown in Exhibit A, which reflect the lowest bid for each type of ammunition.

BACKGROUND:

The Decatur Police Department purchases firearm ammunition on an annual basis for routine handgun range training and qualification, patrol rifle range training and qualification, Emergency Response Team firearm training, recruit firearm training and qualification, and for standard on-duty ammunition.

PRIOR COUNCIL ACTION: Prior Council action has approved similar requests in prior years.

POTENTIAL OBJECTIONS: None anticipated.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Shane Brandel, Chief of Police, 424-2745, sbrandel@decaturil.gov and Brad Allen, Deputy Chief, 424-2740, ballen@decaturil.gov

BUDGET/TIME IMPLICATIONS:

The purchase of ammunition is an annual budgeted expense. The actual delivery of ammunition can take several months, depending on current supplies by the manufacturers and vendors, as well as national demand.

COPY: N/A

ATTACHMENTS:

Description	Type
Briefing Memo	Cover Memo
Council Resolution	Resolution Letter
Cost Summary	Exhibit

DATE: 03/05/2024

MEMO: 24-03

TO: Lisa Gregory, Mayor Pro Tem
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT: Ammunition Purchase

PURPOSE: The purpose of this memorandum is to request the expenditure of funds to Ray O'Herron Company, Inc., TJ Conevera, Sunset Law Enforcement and Kiesler Police Supply, Inc. for the purchase of ammunition for the Decatur Police Department pursuant to the attached bid summary.

BACKGROUND: The Decatur Police Department purchases firearm ammunition on an annual basis for routine handgun range training and qualification, patrol rifle range training and qualification, Emergency Response Team firearm training, recruit firearm training and qualification, and for standard on-duty ammunition.

RECOMMENDATION: It would be the recommendation of staff to authorize the execution of purchase orders as shown in Exhibit A which reflect the lowest bid for each type of ammunition.

ATTACHMENTS: Council Resolution Letter
Exhibit A -- Staff Recommendation
Ammunition Bid sheet

PRIOR COUNCIL ACTION: Prior Council action has approved similar requests in prior years.

POTENTIAL OBJECTIONS: None anticipated.

BUDGET/TIME IMPLICATIONS: The purchase of ammunition is an annual budgeted expense. The actual delivery of ammunition can take several months, depending on current supplies by the manufacturers and vendors, as well as national demand.

STAFF REFERENCE: Shane Brandel, Chief of Police, 424-2745, sbrandel@decaturil.gov; and Brad Allen, Deputy Chief, 424-2740, ballen@decaturil.gov.

RESOLUTION NO. R2024-_____

**RESOLUTION ACCEPTING THE BIDS AND AUTHORIZING THE EXECUTION OF
PURCHASE ORDERS FOR FURNISHING AMMUNITION TO THE DECATUR
POLICE DEPARTMENT**

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

Section 1. That the tabulation of the bids received for furnishing ammunition, presented herewith be, and it is hereby received, and placed on file.

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

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidders for their bid prices shown in Exhibit A.

PRESENTED, PASSED, APPROVED, AND RECORDED this 18th day of March 2024.

LISA GREGORY, MAYOR PRO TEM

ATTEST:

KIM ALTHOFF, CITY CLERK

EXHIBIT A
PURCHASE RECOMMENDATION
DPD Ammunition Purchase –2024

Number of rounds	Vendor	Unit Price	Total
260,500 (9mm ball)	TJ Conevera	\$0.213	\$55,486.50
54,000 (5.56)	Ray O'Herron	\$0.426	\$23,004.00
4000 (.308)	Kiesler Supply	\$1.185	\$4,738.00
1,300 (.45 JHP)	Sunset Law Enf.	\$0.68740	\$893.62
1,000 (.40 JHP)	Sunset Law Enf.	\$0.5940	\$594.00
16,000 (9mm JHP)	Sunset Law Enf.	\$0.56360	\$9,017.60

Total cost for ammunition from TJ Conevera - \$55,486.50

Total cost for ammunition from Ray O'Herron - \$23,004.00

Total cost for ammunition from Kiesler Supply - \$4,738.00

Total cost for ammunition from Sunset Law Enforcement – \$10,505.22

TOTAL AMMUNITION COST: \$93,733.72

Police Department

DATE: 3/7/2024

MEMO: 24-05

TO: Lisa Gregory, Mayor Pro Tem
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT:

The purpose of this memorandum is to request the expenditure of funds to Lexis Nexis for their Desk Officer Reporting System, and to enter a 3-year contract for associated services.

SUMMARY RECOMMENDATION:

It is staff's recommendation that the 3-year quote from Lexis Nexis for the Desk Officer Reporting System for a total of \$47,340.00 be approved and executed. Lexis Nexis will bill the city annually for the service in an amount of \$15,780.00 per year. It is also recommended that the Lexis Nexis Desk Officer Reporting System Order No. 1 agreement and the Lexis Nexis Law Enforcement Agreement each be approved and executed.

BACKGROUND:

The Decatur Police Department currently uses an online citizen reporting system that is part of the current Central Square records management system (RMS) platform. The Central Square system will become obsolete when the new Tyler Technologies CAD/RMS system is in place. The Tyler Technologies system includes an interface with the Lexis Nexis Desk Officer Reporting System (DORS) which was selected as part of the Tyler system as the online citizen reporting system. This request is for the approval of a 3-year agreement with Lexis Nexis for the Decatur Police Department to use the DORS system.

The Decatur Police Department is seeking approval now to begin the build out process for the DORS system, which has been estimated to take six months. This will best prepare the department to transition to the DORS system and later interface with the Tyler system.

PRIOR COUNCIL ACTION: None.

POTENTIAL OBJECTIONS: No objections are anticipated.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Shane Brandel, Chief of Police, 474-2745, sbrandel@decaturil.gov and Brad Allen, Deputy Chief, 424-2740, ballen@decaturil.gov

BUDGET/TIME IMPLICATIONS:

The costs for this were not included in the 2024 budget. The costs will be included in future budgets.

COPY: N/A

ATTACHMENTS:

Description	Type
Briefing Memo	Cover Memo
Council Resolution	Resolution Letter
Lexis Nexis DORS quote	Backup Material
Lexis Nexis DORS agreement	Backup Material
Lexis Nexis Law Enforcement agreement	Backup Material

DATE: 03/07/24

MEMO: 24-05

TO: Lisa Gregory, Mayor Pro Tem
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT: The purpose of this memorandum is to request the expenditure of funds to Lexis Nexis for their Desk Officer Reporting System, and to enter a 3-year contract for associated services.

SUMMARY RECOMMENDATION: It would be the recommendation of staff that the 3-year quote from Lexis Nexis for the Desk Officer Reporting System for a total of \$47,340.00 be approved and executed. Lexis Nexis will bill the city annually for the service in an amount of \$15,780.00 per year. It is also recommended that the Lexis Nexis Desk Officer Reporting System Order No. 1 agreement and the Lexis Nexis Law Enforcement Agreement each be approved and executed.

BACKGROUND: The Decatur Police Department currently uses an online citizen reporting system that is part of the current Central Square records management system (RMS) platform. The Central Square system will become obsolete when the new Tyler Technologies CAD/RMS system is in place. The Tyler Technologies system includes an interface with the Lexis Nexis Desk Officer Reporting System (DORS) which was selected as part of the Tyler system. This request is for the approval of a 3-year agreement with Lexis Nexis for the Decatur Police Department to use the DORS system.

The Decatur Police Department is seeking approval now to begin the build out process for the DORS system, which has been estimated to take six months. This will best prepare the department to transition to the DORS system and later interface with the Tyler system.

PRIOR COUNCIL ACTION: None.

POTENTIAL OBJECTIONS: No objections are anticipated.

STAFF REFERENCE: Shane Brandel, Chief of Police, 474-2745, sbrandel@decaturil.gov and Brad Allen, Deputy Chief, 424-2740, ballen@decaturil.gov

BUDGET/TIME IMPLICATIONS: The costs for this were not included in the 2024 budget. The costs will be included in future budgets.

ATTACHMENTS: Lexis Nexis DORS quote
Lexis Nexis Desk Officer Reporting System Order No. 1 agreement
Lexis Nexis Law Enforcement Agreement

RESOLUTION NO. R2024-_____

**RESOLUTION AUTHORIZING THE EXECUTION OF A THREE-YEAR
AGREEMENT AND PAYMENT TO LEXIS NEXIS FOR THEIR DESK OFFICER
REPORTING SYSTEM**

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

Section 1. That the quote presented to the City Council herewith with Lexis Nexis for their Desk Officer Reporting System 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 agreements on behalf of the City of Decatur with Lexis Nexis for a three-year agreement to utilize their services.

Section 3. That the City Manager or his designee be, and they are hereby, authorized and directed to execute a Purchase Order on behalf of the City of Decatur to Lexis Nexis, in an amount not to exceed \$15,780.00 annually, or \$47,340.00 total, for the three-year period commencing after the execution of the agreements.

PRESENTED, PASSED, APPROVED, AND RECORDED this 18th day of March 2024.

LISA GREGORY, MAYOR PRO TEM

ATTEST:

KIM ALTHOFF, CITY CLERK

LexisNexis® Coplogic Solutions Inc

1000 Alderman Drive
 Alpharetta, GA 30005



Quote: 503448.1.Decatur IL Pd - HQ

Quote: 503448.1.Decatur IL Pd - HQ

Term	Description	Price	Amount
Monthly (3 Years)	<u>LexisNexis® Desk Officer Reporting System</u> <ul style="list-style-type: none"> • Dedicated project manager and implementation assistance • Operational/Procedural Directive templates • A web-based training session with a live trainer • Unlimited users, incident types, and report intake • Unlimited customer support (phone and e-mail) • Unlimited maintenance including every update and upgrade released • Hosting in the LexisNexis® Secure Hosting Environment 	\$1,315.00	\$47,340.00
Quote Subtotal			\$47,340.00
Sales Tax			As Applicable

Contact your account manager if you have questions about this quote and to learn how LexisNexis® can help off-set the cost of the LexisNexis® Desk Officer Reporting System:

Natalie Kerns
 natalie.kerns@lexisnexisrisk.com

Signature to Acknowledge Receipt of Quote: _____ Date: _____
 Printed Name of Recipient _____

Customized Quote**Coplogic Desk Officer Reporting System**

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Pricing is guaranteed for 90 days from date this quote was issued

Page 84 of 257

THANK YOU FOR YOUR BUSINESS!

Order No. 1
LexisNexis® Desk Officer Reporting System (DORS)

This Order No. 1 (“**Order**”) is entered into this _____ day of _____, 20__ (“**Order Effective Date**”) between City of Decatur IL (“**Agency**”) and LexisNexis Coplogic Solutions Inc. (“**Provider**”) and subject to the terms and conditions of the Law Enforcement Agreement effective _____, 20__ (“**Agreement**”) between the Parties.

- 1. TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.
- 2. DESCRIPTION OF SERVICES.** Provider, as part of its business has developed and makes available to law enforcement entities an online citizen reporting system called LexisNexis® Desk Officer Reporting System (“**DORS**”) enabling individuals, retail companies and other organizations to file reports, crime tips and other forms online to law enforcement.
- 3. SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Except as provided by Section 2.2. of the Agreement, any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order or by Provider’s Change Control Process and signed by both Parties. Provider will provide the following Services described below subject to Agency’s technology capabilities, processes, and work-flow functionality:
 - 3.1.** Features and functionality that are not part of the DORS Features (Exhibit 1 Service Features) are considered Enhancements (“**Enhancements**”). If requested by the Agency, Provider may agree to Enhancements to the Agency’s specific and reasonable requirements. Any Enhancements by Provider in accordance with this clause will become part of the Services and will continue to be subject to all the terms of the Agreement and this Order. Provider shall be entitled to charge a reasonable fee and schedule for such Enhancement(s) which will be agreed upon by the Parties in writing as part of the Provider’s Change Control process prior to any work being performed. Provider’s reasonable fee for Enhancement(s) is pursuant to Section 6.3 of this Order (below).
 - 3.2. Setup and Access.** Setup and access responsibilities are detailed in **Exhibit 2**
 - 3.3. Support and Maintenance.** Provider will provide Support and Maintenance Services in accordance with the terms and conditions set forth in Section 3 of the Agreement.
 - 3.4.** Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles (“**DMV Data**”) and that such DMV Data may be governed by the Federal Driver’s Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the “**DPPA**”), and that Agency is required to comply with the DPPA, as applicable. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for the permissible purpose selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session:

Please check one below (required):

	1.	No permissible use.
	2.	Use by a government agency, but only in carrying out its functions.

4. TRAINING

- 4.1 Train-the-Trainer Training Sessions.** At no additional cost to Agency, Provider will provide Agency users instructor-led, online 'train-the-trainer' training sessions. Courses can cover new user training, refresher training for existing users, system administration, or other Agency-requested topics. The 'train the trainer' approach aims to educate Agency users with skills that are needed to train other users. Provider aims to train Agency users within 60 days of go-live. Provider will offer Agency up to two (2) training sessions annually. Additional requests will be evaluated based on available resources and may be subject to additional fees.
- 4.2. User Guides.** Provider will provide Agency with user guides or training documentation appropriate for the Services.
- 4.3. On Site Training.** In response to written Agency requests for Provider to provide on-site training, Provider shall produce a written estimate of the time required to provide the requested training including any requirements, such as the presence of Agency staff, other resources, or materials. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site training (this daily fee includes all Provider travel time and expenses).

- 5. TERM AND TERMINATION.** This Order shall commence upon the Order Effective Date and shall continue for an initial term of thirty-six (36) months ("**Initial Term**"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("**Renewal Term**") unless either Party provides written notice to the other Party, at least ninety (90) days prior to the expiration of the Renewal Term.

- 6. FEES AND PRICE ADJUSTMENTS.** The Fees for the Services shall be subject to the terms set forth in Section 4 of the Agreement.

- 6.1.** The Agency Fee is Ten Dollars and 00/100 (\$10.00).

- 6.1.1.** For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

- 6.1.1.1.** When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- 6.1.1.2.** When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or
- 6.1.1.3.** When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
- 6.1.1.4.** When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

- 6.2. Monthly Services Fees.** Agency shall pay a monthly license Fee for the Services which includes Support and Maintenance Services. Fees for the Services for the Initial Term shall be One Thousand Three Hundred Fifteen Dollars and 00/100 (\$1,315.00 per month). All Fees shall be invoiced monthly by Provider beginning on the Order Effective Date.
- 6.3. Enhancements.** Provider will charge Agency an hourly rate of \$250.00 for approved Enhancements. This fee will be invoiced by Provider upon implementation of Enhancement(s).

7. Offset.

At the Parties election, all **Agency Fees** accrued under Order No. 1, and Order No. 2 shall be credited towards the fees owed to Provider for the provision of DORS ("**DORS Payments**") under Order No. 1 executed between the Parties pursuant to the following provisions:

Beginning on the Order Effective Date, Agency authorizes Provider to retain all **Agency Fees** due to Agency from the sale of Reports under Order No. 1, and Order No. 2 (**Retained Fees**) to be applied to **DORS Payments** under Order No. 1.

On a quarterly basis, Provider shall send Agency an invoice pursuant to the terms of the Agreement indicating the amount owed to Provider (**DORS Payments**) and the total amount of **Retained Fees** accrued hereunder for the applicable period. If the total amount of **Retained Fees** is insufficient to cover the **DORS Payments** due, such amount will be notated on the invoice. Agency shall pay the difference between the **Retained Fees** actually received and the total amount due to Provider (**DORS Payments**) within thirty (30) days of the invoice date.

If Provider has collected the sufficient **Retained Fees** to satisfy the **DORS Payments** for the subject quarter, Provider will electronically transfer to Agency's designated account, Agency's portion of the Agency Fees that are more than **DORS Payments** due.

At any time, by notifying Provider in writing, Agency may elect to no longer have Provider retain Agency Fees. Upon such an election, termination or expiration of Order No. 2, or if reports are no longer sold in Order No. 1 each Party shall be liable for payment to the other Party of all amounts due and payable through the effective date of such termination including Agency's payment to Provider of the difference between the **Retained Fees** collected and the total **DORS Payments** due. Upon such election to no longer offset **DORS Payments** with **Retained Fees** under the Order No. 1, or Order No. 2, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fees collected by Provider.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **City of Decatur IL**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: William S. Madison

Title: _____

Title: Executive Vice President

Date: _____

Date: _____

Exhibit 1: Service Features (LexisNexis® Desk Officer Reporting System solution)

DORS makes features available which are detailed below.

1-A. STANDARD DORS FEATURES AND FUNCTIONALITY

Reference Number	Features and Functionality
WORKFLOW AND GENERAL	
1	Allows Agency to collect reports (for example, Custody Order Violations; Harassing Calls; Hit & Run Reports; Minor Vehicle Accidents; Identity Theft; Lost Property; Theft; Traffic Complaint; Vehicle Burglary – Theft from Vehicle Vandalism; and Vehicle Tampering)
2	Address validation based on jurisdiction
3	Configurable Data/Report retention timeframes
4	Agency Administration portal
5	Optional and required field configurability
6	Configurable report types
7	Ability to print completed reports
8	In Application Automated Report Number generation (up to 3 formats)
9	Report searching tool
10	Auto approve, Approve, Send Follow-up, Reject reports capability
11	Offers the ability to include reject/follow-up reasons
12	Single Approval and Multiple level approval workflows
13	Criteria-based report reviewing a) geographically, and b) by incident type
14	Accessible via desktop or mobile device
15	Ability for Agency to check duplicate/supplemental reports
16	Role based user management capability
17	Ability to restrict individuals attempting to abuse the system from report filing capability
18	Ability to comply with state specific NIBRS requirements
19	Mobile Quick Connect
20	Automatically generate email notifications for community member notices as well as agency personnel
21	Customizable email templates based on status of report
22	Offers Pre-formatted narratives
23	Ability to file Original or Supplemental reports (Officer and Online reports)
24	Ability to upload an attachment (Tif, JPEG, PDF, Word, Excel, PNG)
25	Multi-lingual capability – English, French, Spanish, Somali, Traditional Chinese, Simplified Chinese
SECURITY	
26	Industry standard security safeguards, including encryption of data in transit and at rest

Reference Number	Features and Functionality
27	Supports role-based access controls (RBAC) to secure access to functionality based on roles/privileges
28	Suite of auditing log features that track user activities within the system – including actions performed by a user and the system itself. For example, login histories, documentation of form data changes (including by who, what the change was, and where)
INTERFACES	
29	Data will be exported using Provider’s standard interface in universal, non-proprietary format (XML or JSON format), which Agency can use to create a single interface with your respective Primary RMS via webservice or sftp protocols.
OPERATING SYSTEM AND MINIMUM REQUIREMENTS	
30	<p>Desktop</p> <ul style="list-style-type: none"> • Internet connectivity • Unrestricted internet access to DORS hosting URL(s) • Microsoft Windows <ul style="list-style-type: none"> ○ Microsoft officially supported and/or maintenance patched versions of Microsoft Windows ○ 4GB RAM ○ Intel i3 or equivalent processor ○ Current version of Microsoft Edge internet browser and the version immediately preceding the current version. ○ Current version of Google Chrome internet browser and the version immediately preceding the current version. ○ Current version of Mozilla Firefox internet browser and the version immediately preceding the current version.

Exhibit 2: DORS Setup and Access

2-A. DORS SETUP

Agency Responsibilities

- a) Coordinate with Provider to establish dates for deployment within the DORS implementation schedule tab;
- b) Provide images for (i) website header image (ii) temporary citizen report image and (iii) final printed PDF report image;
- c) Load provided HTML pages onto Agency website which links to Provider's servers for the Services;
- d) Provide Provider with the schema for the desired file format and/or database schema;
- e) Enable Provider read /write access and test environment with current configuration
- f) Enable Provider VPN access to the exporter, RMS application(s), and other information required for report bridge installation;
- g) Provide timely responses to Provider's questions, which may arise during the setup and configuration process.

Provider Responsibilities

- a) Coordinate with Agency to establish schedule for deployment within the DORS implementation schedule tab.
- b) Register Agency within Provider's network and load Agency provided images into Agency's implementation of DORS.
- c) Provide Agency with administrator password and credentials for the Services.
- d) Provide Agency with sample operational directives, deployment strategies and sample press release.
- e) Provide Agency with suggestions for the successful deployment of the Services.
- f) Provide Agency with instructions on the easy setup of a kiosk for Agency's headquarters lobby, etc.

Completion Criteria. This task is considered complete after Provider has delivered listed materials.

2-B. CONFIGURATION. Agency responsibilities and provider responsibilities are shown below.

Agency Responsibilities.

- a) Coordinate with Provider for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
- b) Using the administrator account, login in and configure the code tables, crime types, user account, and dynamic content for Agency.
- c) Test the optional interface with the RMS application.
- d) Review resulting files with Provider, document any problems, and collaborate with Provider on a plan for corrective action(s).
- e) Provide necessary files for RMS integration.

Provider Responsibilities

- a) Coordinate with Agency for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
- b) Configure export routine for the optional RMS Interface with information provided.
- c) Review resulting files with Agency, document any problems, and collaborate with Agency on a plan for corrective action(s).

Completion Criteria. This task is considered complete when the DORS is accessible on Provider's web server and reports can be filed and interfaced into the RMS (optional). This completion is the point at which the Provider sends a DORS link to the Agency for access.

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement (“**Agreement**”) is dated _____, 20____ (“**Effective Date**”) by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 (“**Provider**”), and City of Decatur IL, with its principal place of operations at 707 W South Side Dr Decatur IL 62521 (“**Agency**”). Provider and Agency may be referred to herein individually as a “**Party**” and collectively referred to as “**Parties**”.

1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the “**Services**”) as described in an applicable order to this Agreement (“**Order**”). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a “**Report**”). “**Report**” shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable. The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency’s obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver’s Privacy Protection Act, (18 U.S.C. § 2721 et seq.).

2. LICENSE AND RESTRICTIONS.

2.1. License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

- (a) Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
- (b) Agency shall not access or use Services from outside the United States without Provider’s prior written approval; and
- (c) Agency shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and
- (d) Agency’s use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
- (e) Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
- (f) Agency may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
- (g) Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency’s employees who have a need to know such information); and
- (h) Except as specifically set forth in an Order, Agency shall not permit any third party (third parties shall not include Agency’s employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
- (i) Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

- 2.2. Other Restrictions.** In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.
- 2.3. Violation of License Terms and / or Restrictions.** Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

- 3.1. Ongoing Maintenance.** Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("**Maintenance**"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 3.2. Support Services.** Provider will provide ongoing support services for problems, queries or requests for assistance ("**Support**") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide after-hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 3.3. On Site Support.** In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support. This daily fee includes all Provider travel time and expenses.

4. FEES.

- 4.1. Fees due to Provider.** Any fees due to Provider for Services hereunder shall be specified in an Order ("**Fees**"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. To the extent an interface or other technological development is required (outside of the

Service Features defined in the Order(s)) to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider.

4.1.1. Disputes. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("**Dispute**"), Agency shall notify Provider in writing and follow the procedures set forth herein. In the event of a Dispute, Agency shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Provider in writing pursuant to the notice provisions of this Agreement ("**Dispute Notice**"). Agency shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. However, in the event the Parties are not able to resolve a Dispute within sixty (60) days from Provider's receipt of a Dispute Notice, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("**Agency Fee**") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center ("**Command Center**") administration portal and/or its successor.

4.2.1. No Agency Fee will be paid with respect to the following:

- (a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (as defined in Section 5.2 of this Agreement), including Reports purchased before the applicable Order Effective Date, and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- (b) When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider; or
- (c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
- (d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("**Convenience Fee**") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

4.4. Product Enhancements. Should Agency request enhancements to Services outside of the standard Service Features set forth in a specific Order, Provider will provide Agency with a scope document, as part of the Change Control Process, reflecting the requested enhancement(s), cost, and schedule to complete such enhancement. Where Agency executes such scope document, the scope document shall comply with the terms and conditions set forth in this Agreement.

5. CONTRIBUTION/DISTRIBUTION.

5.1. Agency acknowledges and agrees that Provider has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies ("**Participating Agencies**") accessing certain of the Services. Agency

further acknowledges and agrees that such contribution data (a) is available only to Participating Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever.

- 5.2. For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities (“**Authorized Requestors**”) and other authorized law enforcement entities (“**Agency Requestors**”) in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Provider’s Affiliates (defined in Section 15.1, “Affiliates” below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

- 6.1. Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2. Termination.

6.2.1. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2. Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3. Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

- 6.3. Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency’s written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. Driver’s Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles (“**DMV Data**”) and that such DMV Data may be governed by the Federal Driver’s Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (“**DPPA**”), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.

- 7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by “consumer reporting agencies” as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“**FCRA**”) and do not constitute “consumer reports” as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
- 7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- 7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.5. Privacy Principles. Agency shall comply with the “Provider Data Privacy Principles” available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. Definition. “**Confidential Information**” means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient’s possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party’s Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order, the freedom of information act for the state which is applicable to the Agency (“**FOIA**”), or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order, FOIA request or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order, FOIA request or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

- 8.5. Duration.** Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.6. Return of Confidential Information.** Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.
- 8.7. Injunctive Relief.** In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.
- 8.8. Other.** During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY.

FOR PURPOSES OF THIS SECTION, "**PROVIDER**" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. LIMITATION OF LIABILITY.

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising

from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

13. FORCE MAJEURE.

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of God or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

14. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

15. MISCELLANEOUS.

15.1. Affiliates. For purposes of this Agreement, "**Affiliate**" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

15.2. Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

15.3. Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

15.4. Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

15.5. Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

15.6. Survival. Sections 2-4, 7-12, and 14 shall survive the termination or rescission of this Agreement.

15.7. Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized, they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

15.8. Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms

containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

15.9. Governing Law. This Agreement shall be governed by and construed in accordance with the state or federal law(s) applicable to such Agency, irrespective of conflicts of law principles.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **City of Decatur IL**

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Signature: _____

Print Name: _____

Print Name: William S. Madison

Title: _____

Title: Executive Vice President

Date: _____

Date: _____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("**Account IDs**") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.
2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("**Agency's Information Security Program**"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.
3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "**Agency Security Event**") Agency shall:
 - (a) provide immediate written notice to:
 - (i) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - (ii) via email to (security.investigations@lexisnexis.com); or
 - (iii) by phone at (1-888-872-5375) with a written notification to follow within twenty-four (24) hours; and
 - (b) promptly investigate the situation; and
 - (c) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
 - (d) if required by law, or in Provider's discretion, Agency shall:
 - (i) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - (ii) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
 - (e) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
 - (f) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

Police Department

DATE: 3/7/2024

MEMO: 24-04

TO: Lisa Gregory, Mayor Pro Tem
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT:

The purpose of this memorandum is to request the expenditure of funds to Central Square for software maintenance fees.

SUMMARY RECOMMENDATION:

It is the recommendation of staff that the Central Square quote for software maintenance fees, at a total cost of \$71,642.32, be approved and subsequently paid upon invoice submission. The agreement would be paid out according to the Intergovernmental Agreement currently in place, as follows: \$69,464.39 from Decatur Police Department line item and \$2,177.93 from Decatur Fire Department line item. The Decatur Police Department will receive contractual reimbursement from Macon County in the amount of \$11,204.86 and from the Village of Mt. Zion in the amount of \$1,597.62, for their respective contractual percentage shares. Total reimbursement to the Decatur Police Department will be \$12,802.48.

BACKGROUND:

The City of Decatur signed an annual maintenance agreement with SunGard Public Sector Inc. in October 2011. SunGard Public Sector Inc. was acquired by, and is currently operated by, Central Square. The agreement is renewed annually. The last renewal period was approved on April 3, 2023, for the commencement date of June 1, 2023, and expiring on May 31, 2024.

The contract now needs to be renewed but with the future implementation of the new Tyler Technologies CAD/RMS system, the Central Square renewal period was shortened to cover the period of June 1, 2024, through December 31, 2024. Future maintenance needs for the Central Square system beyond December 31, 2024, will be evaluated as the year progresses. Although the target “go live” date for the Tyler system is set for March of 2025, it is possible the Tyler system may be in operation before the end of the 2024 calendar year. Central Square will remain as the CAD/RMS system until the Tyler Technologies system is deployed and operational.

PRIOR COUNCIL ACTION:

Prior Council action has approved similar requests for prior years. Renewal in 2023 was approved under Council Resolution R2023-62.

POTENTIAL OBJECTIONS: No objections are anticipated.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Shane Brandel, Chief of Police, 474-2745, sbrandel@decaturil.gov and Brad Allen, Deputy Chief, 424-2740, ballen@decaturil.gov

BUDGET/TIME IMPLICATIONS:

The costs for this renewal have been budgeted in the 2024 fiscal year.

COPY: N/A

ATTACHMENTS:

Description	Type
Briefing Memo	Cover Memo
Council Resolution	Resolution Letter
Central Square quote	Backup Material
Agency User Fees	Backup Material
Intergovernmental Agreement	Backup Material

DATE: 03/07/24

MEMO: 24-04

TO: Lisa Gregory, Mayor Pro Tem
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT: The purpose of this memorandum is to request the expenditure of funds to Central Square for software maintenance fees.

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POTENTIAL OBJECTIONS: No objections are anticipated.

STAFF REFERENCE: Shane Brandel, Chief of Police, 474-2745, sbrandel@decaturil.gov and Brad Allen, Deputy Chief, 424-2740, ballen@decaturil.gov

BUDGET/TIME IMPLICATIONS: The costs for this renewal have been budgeted in the 2024 fiscal year.

ATTACHMENTS: 2024 Central Square 7-month quote
2024 Agency Fees Breakdown
Intergovernmental Agreement

RESOLUTION NO. R2024-_____

**RESOLUTION AUTHORIZING PAYMENT TO CENTRAL SQUARE FOR
SOFTWARE MAINTENANCE FEES**

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

Section 1. That the quote presented to the City Council herewith with Central Square for software maintenance fees 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 Central Square upon invoice, in an amount not to exceed \$71,642.32 for the period of June 1, 2024, and expiring December 31, 2024.

PRESENTED, PASSED, APPROVED, AND RECORDED this 18th day of March 2024.

LISA GREGORY, MAYOR PRO TEM

ATTEST:

KIM ALTHOFF, CITY CLERK

Renewal Order #: Q-169056
Start Date: June 1, 2024
End Date: December 31, 2024
Billing Frequency: Yearly
Subsidiary: Superior, LLC**Renewal Order prepared for:**
Jon Thomas, Director CIRDC
Decatur Police Department
707 South Side Drive
Decatur, IL 62521-4021
(217) 519-3974

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	ONESolution Accident Annual Maintenance Fee	1	394.88 USD
2.	ONESolution Accident Wizard Annual Maintenance Fee	1	1,421.54 USD
3.	ONESolution Accident Wizard Base Server License Annual Maintenance Fee	1	789.75 USD
4.	ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	5	1,259.59 USD
5.	ONESolution Barcoding Server License Annual Maintenance Fee	1	394.88 USD
6.	ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	2	533.08 USD
7.	ONESolution CAD to ACS FIREHOUSE RMS Interface Annual Maintenance Fee	1	977.30 USD
8.	ONESolution Calls For Service Annual Maintenance Fee	1	120.27 USD
9.	ONESolution Crime Analysis Annual Maintenance Fee	1	1,974.36 USD
10.	ONESolution Crime Analysis Plus Annual Maintenance Fee	1	784.22 USD
11.	ONESolution Document Scanning and Storage Annual Maintenance Fee	1	722.72 USD
12.	ONESolution Gang Annual Maintenance Fee	1	0.00 USD
13.	ONESolution Link Analysis Annual Maintenance Fee	1	784.22 USD
14.	ONESolution MCT Client AVL License Annual Maintenance Fee	1	6,219.21 USD
15.	ONESolution MCT Client AVL License Annual Maintenance	60	1,421.74 USD

Fee			
16.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	65	10,215.65 USD
17.	ONESolution MCT Client-MAPS Annual Maintenance Fee	65	2,053.95 USD
18.	ONESolution MCT to ACS FIREHOUSE Interface Annual Maintenance Fee	1	1,332.69 USD
19.	ONESolution MFR Client Annual Maintenance Fee	55	8,644.00 USD
20.	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	55	4,343.66 USD
21.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	25	1,974.39 USD
22.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	3,553.84 USD
23.	ONESolution Mobile Server Software Annual Maintenance Fee	1	4,886.52 USD
24.	ONESolution Notification Annual Maintenance Fee	60	3,000.36 USD
25.	ONESolution OpCenter for CAD Annual Maintenance Fee	1	3,948.69 USD
26.	ONESolution OpCenter for RMS Annual Maintenance Fee	1	3,948.69 USD
27.	ONESolution Police-to-Citizen Annual Maintenance Fee	1	1,974.36 USD
28.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
29.	ONESolution Property & Evidence Annual Maintenance Fee	1	868.73 USD
30.	ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	1	2,369.21 USD
31.	ONESolution RMS-Laserfiche Integration Annual Maintenance Fee	1	729.82 USD
Renewal Order Total:			71,642.32 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a

Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

CENTRAL SQUARE MAINTENANCE AGREEMENT FEES – 2024

The total invoice for 2024 is \$71,642.32

INVOICE LIABILITIES

Decatur Police pays 79.09% which is \$56,661.91

Decatur Fire pays 3.04% which is \$2,177.93

Mt. Zion PD pays 2.23% which is \$1,597.62

MSO pays 15.64% which is \$11,204.86

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

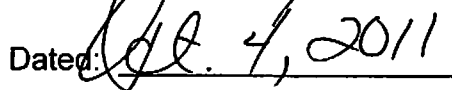
Mayor

ATTEST:



CITY CLERK

Dated:

 4, 2011

MACON COUNTY, ILLINOIS,

By Jay A. Dunn
Its _____

ATTEST:

[Signature]
Its Sharon B. Clark

Dated: 10-13-11

VILLAGE OF MT. ZION, ILLINOIS, a
municipal corporation,

By [Signature]
Its Mayor

ATTEST:

[Signature]
Its Janet A. Hense
Village Clerk

Dated: 10/18/11

Legal Department

DATE: 3/14/2024

MEMO:

TO: Mayor Pro-Tem Lisa Gregory & Decatur City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Amending Intergovernmental Agreement - County of Macon, the Village of Mt. Zion, the Village of Forsyth and the Village of Long Creek - Decatur Macon County Enterprise Zone

SUMMARY RECOMMENDATION: It is recommended that the proposed Enterprise Zone revisions be approved.

BACKGROUND:

By joint intergovernmental agreement with 4 other local governments, the Decatur-Macon County Enterprise Zone is administered by the Economic Development Corporation (EDC). The administration of an Illinois enterprise zone is a uniquely governmental function, which Decatur and its 4 partners have formally delegated to the EDC. Under this legal framework, revisions to the enterprise zone boundary, and changes to the rules governing enterprise zone benefits, must be approved by all five of the local governments who are parties to the joint agreement delegating EZ administration.

A recent decision by the State of Illinois to increase the maximum acreage allowed for some enterprise zones (including the Decatur EZ) means that the Decatur Macon County Enterprise Zone has a surplus of available land. Consequently, the periodic boundary revisions recommended by the EDC do not "take" enterprise zone benefits away from one part of the city or county and place them somewhere else. Instead, the periodic boundary revisions brought to each local government every year or two reflect requests from private property owners, or the local governments themselves, concerning new or anticipated projects that would likely benefit from being in the enterprise zone, and which were not anticipated by the existing or prior boundary.

PRIOR COUNCIL ACTION: The most recent revisions to the Decatur-Macon County Enterprise Zone were made in March and May of 2022, and were approved by the governing bodies of all 5 partner governments.

BUDGET/TIME IMPLICATIONS: Approve of these changes requires no expenditure of city funds.

ATTACHMENTS:

Description

Type

Page 113 of 257

RESOLUTION NO. 2024- _____

**RESOLUTION AMENDING INTERGOVERNMENTAL AGREEMENT
-COUNTY OF MACON, THE VILLAGE OF MT. ZION, THE VILLAGE OF FORSYTH
AND THE VILLAGE OF LONG CREEK-
DECATUR MACON COUNTY ENTERPRISE ZONE**

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

Section 1: That Resolution 2014-139 and the Decatur Macon County Enterprise Zone Intergovernmental Agreement, passed on the 1st day of December, 2014 be, and the same is hereby amended to add properties for the Industrial Corridor at Exhibit A and Exhibit B attached hereto and marked Exhibit A and B by adding to the end of said Exhibit the following:

Amendment 5

Addendum A

18-08-32-451-016 AND 04-13-05-200-009 | Decatur, IL 62521

The South Half (S ½) of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 31, Township 17 North, Range 3 East of the 3rd P.M.

The South Half (S ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 32, Township 17 North, Range 3 East of the 3rd P.M.

The South 2.55 acres of the East 5 acres of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 32, Township 17 North, Range 3 East of the 3rd P.M.

The North 70 acres of the Northeast ¼ of Section 5, Township 16 North, Range 3 East of the 3rd P.M., except the South 168 feet of the North 516 feet of the East 70 feet, and except that part South of the public road, and except beginning 785 feet West of the Northeast corner of Section 5, Township 16 North, Range 3 East of the 3rd P.M., situated in Macon County, Illinois (said 785' measured along the north line of said Section 5) to a point, thence South 435 feet to the center of Gun Club Road, thence Southwesterly 502 feet along the center of Gun Club Road to a point, thence North 455 feet to the north line of said Section 5, thence East 490 feet along the north line of Said Section 5 to the point of beginning, containing 5.0084 acres, more or less. Which is situated in the county of Macon, in the State of Illinois.

04-13-05-200-008 | Decatur, IL 62521

Beginning 785 feet West of the Northeast corner of Section 5, Township 16 North, Range 3 East of the 3rd P.M., situated in Macon County, Illinois (said 785' measured along the north line of said Section 5) to a point, thence South 435 feet to the center of Gun Club Road, thence Southwesterly 502 feet along the center of Gun Club Road to a point, thence North 455 feet to the north line of said Section 5, thence East 490 feet along the north line of said Section 5 to the point of beginning, containing 5.0084 acres, more or less.

Section 2: That Resolution 2014-139 and the Decatur Macon County Enterprise Zone Intergovernmental Agreement, passed on the 1st day of December, 2014 be, and the same is hereby amended to add properties for Main Place at Exhibit C and Exhibit D attached hereto and marked Exhibit C and D by adding to the end of said Exhibit the following:

Amendment 6

Addendum A

09-13-29-201-001 | 44th St and Maryland in Decatur | Multi-Family Housing

The West Half of the West Half of the Northwest Quarter of the Northeast Quarter of Section 29, Township 16 North, Range 3 East of the 3rd P.M. Situated in Macon County, Illinois.

09-13-29-128-002 | 44th St and Maryland in Decatur | Multi-Family Housing

The East ½ of the Northeast ¼ of Northwest ¼ of Section 29, Township 16 North, Range 3 East of the 3rd P.M., except the North 300 feet of the East 300 feet thereof. Situated in Macon County, Illinois.

09-13-28-151-011 | IL-121 and South of Rt. 36 | Retail Development

PARCEL 2: Lot Seven (7) and Lot Eight (8) except the South 25 feet thereof Southeast Plaza Second Addition, as per Plat recorded in Book 1832, Page 622 of the Records in the Recorder's Office of Macon County, Illinois, together with the non-exclusive rights of ingress and egress over and across those portions of Southeast Plaza Second Addition shows as "Non-Exclusive Easements for Ingress and Egress and Public Utilities" on the Plat of said Addition. As referenced on Plat of Survey dated February 4, 2021, and prepared by Robert M. Cox, Illinois Professional Land Surveyor No. 3779. Situated in Macon County, Illinois.

PARCEL 3: Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Fourteen (14), Fifteen (15), Eighteen (18), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-six (26), and Twenty-seven (27) of Southeast Place, as per Plat recorded in Book 5000, Page 302 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

09-13-28-301-016 | IL-121 and South of Rt. 36 | Retail Development

PARCEL 1: Lot One (1) of Southeast Plaza Fourth Addition, as per Plat recorded in Book 5000, Page 291 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Connector Strip | Retail Development

A three-foot-wide connector strip from the Southeastern most corner of the property identified by PIN 09-13-28-151-011 meeting the North side of the property identified by PIN 09-13-28-301-016 to the South of Rolling Creek Drive.

PRESENTED, PASSED, APPROVED AND RECORDED this 18th-day of March 2024.

LISA GREGORY, MAYOR PRO TEM

ATTEST:

CITY CLERK

AMENDMENT 5 / ADDENDUM A

Industrial Corridor Additions

EXHIBIT A

18-08-32-451-016 AND 04-13-05-200-009

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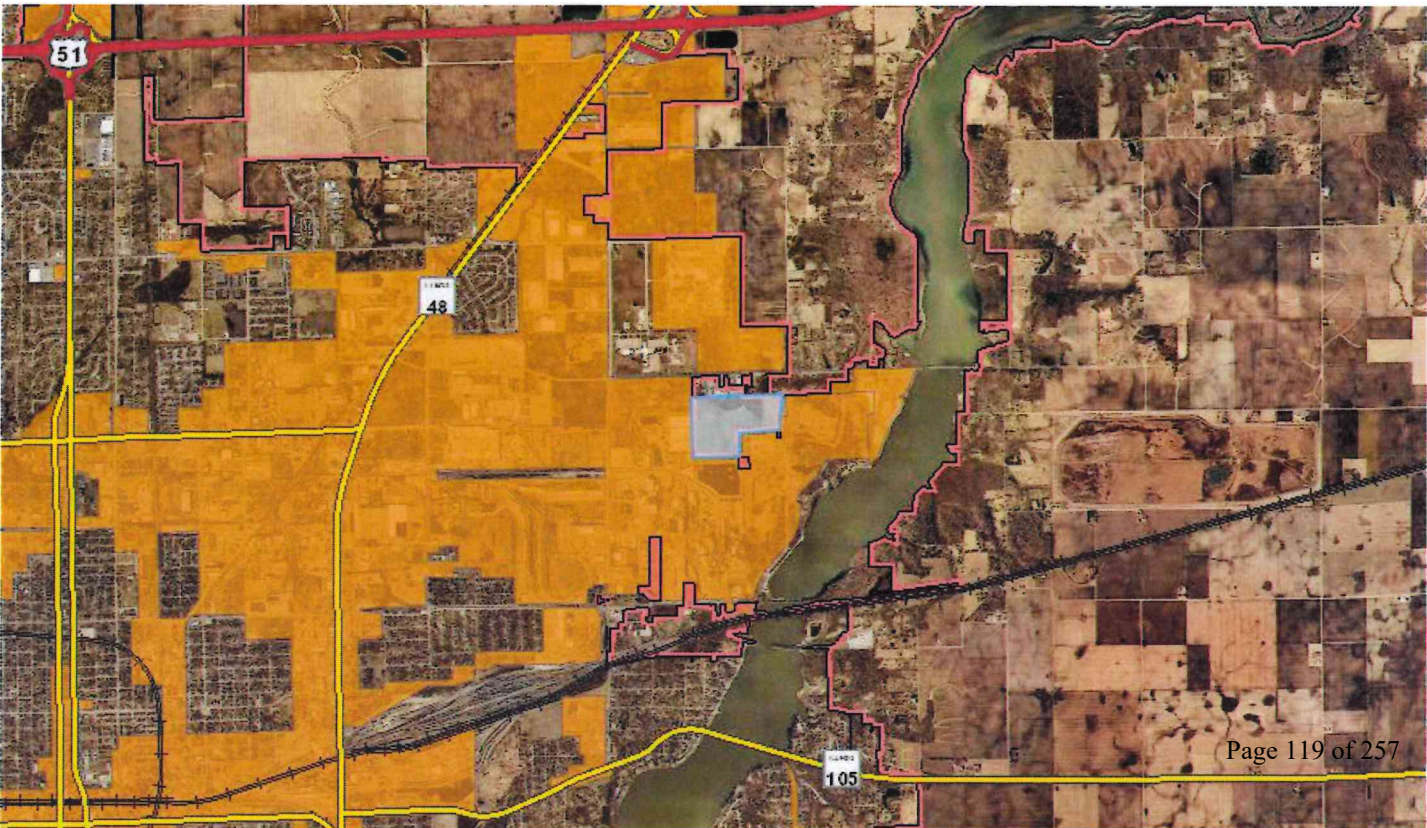
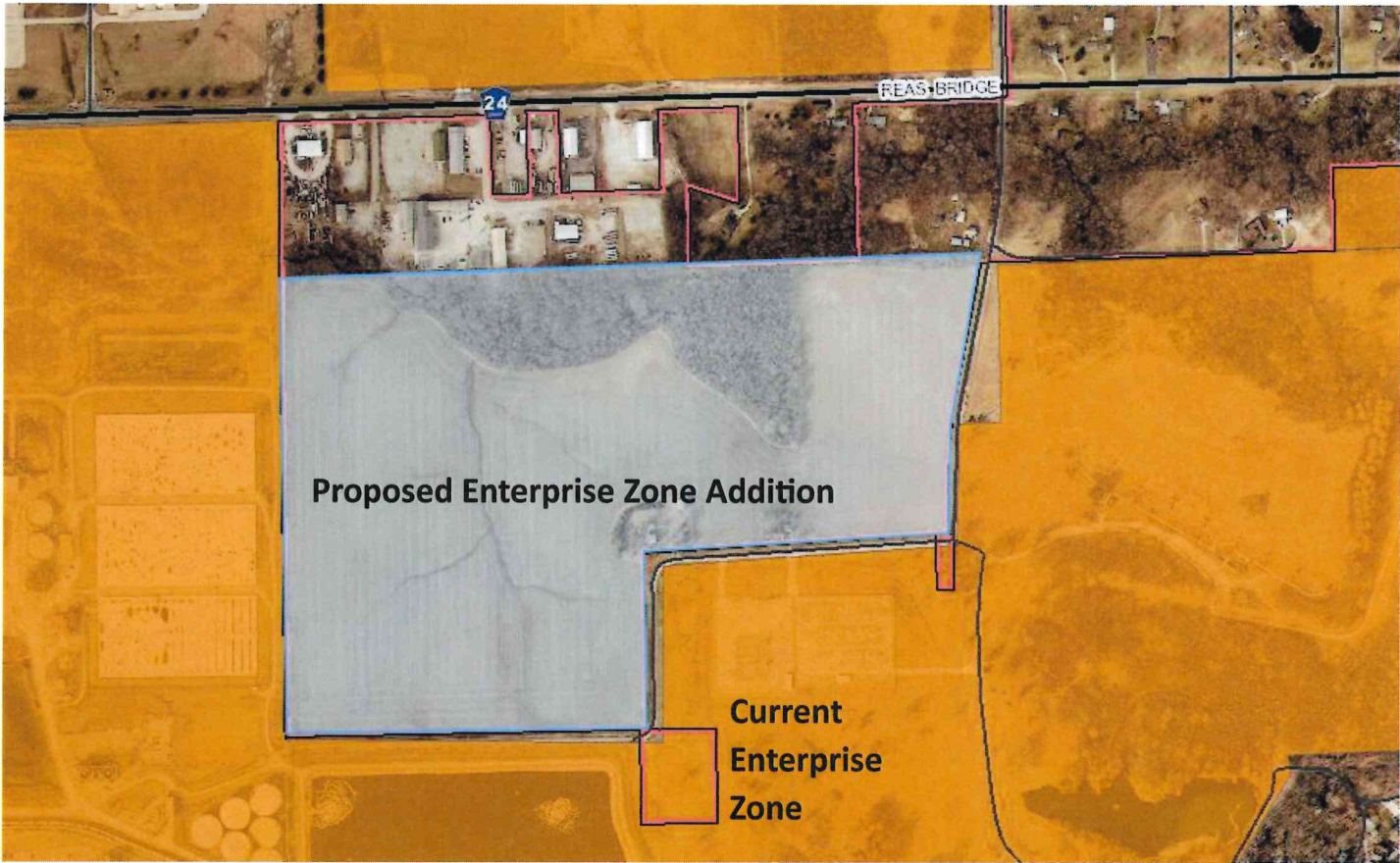
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ADDENDUM B

PIN#	Owner	Size
18-08-32-451-016	ARCHER DANIELS MIDLAND COMPANY	40.8
04-13-05-200-008	ARCHER DANIELS MIDLAND COMPANY	5
04-13-05-200-009	ARCHER DANIELS MIDLAND COMPANY	46.73



AMENDMENT 6 / ADDENDUM A

EXHIBIT C

Main Place Properties

09-13-29-201-001 | 44th St and Maryland in Decatur | Multi-Family Housing

The West Half of the West Half of the Northwest Quarter of the Northeast Quarter of Section 29, Township 16 North, Range 3 East of the 3rd P.M. Situated in Macon County, Illinois.

09-13-29-128-002 | 44th St and Maryland in Decatur | Multi-Family Housing

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09-13-28-301-016 | IL-121 and South of Rt. 36 | Retail Development

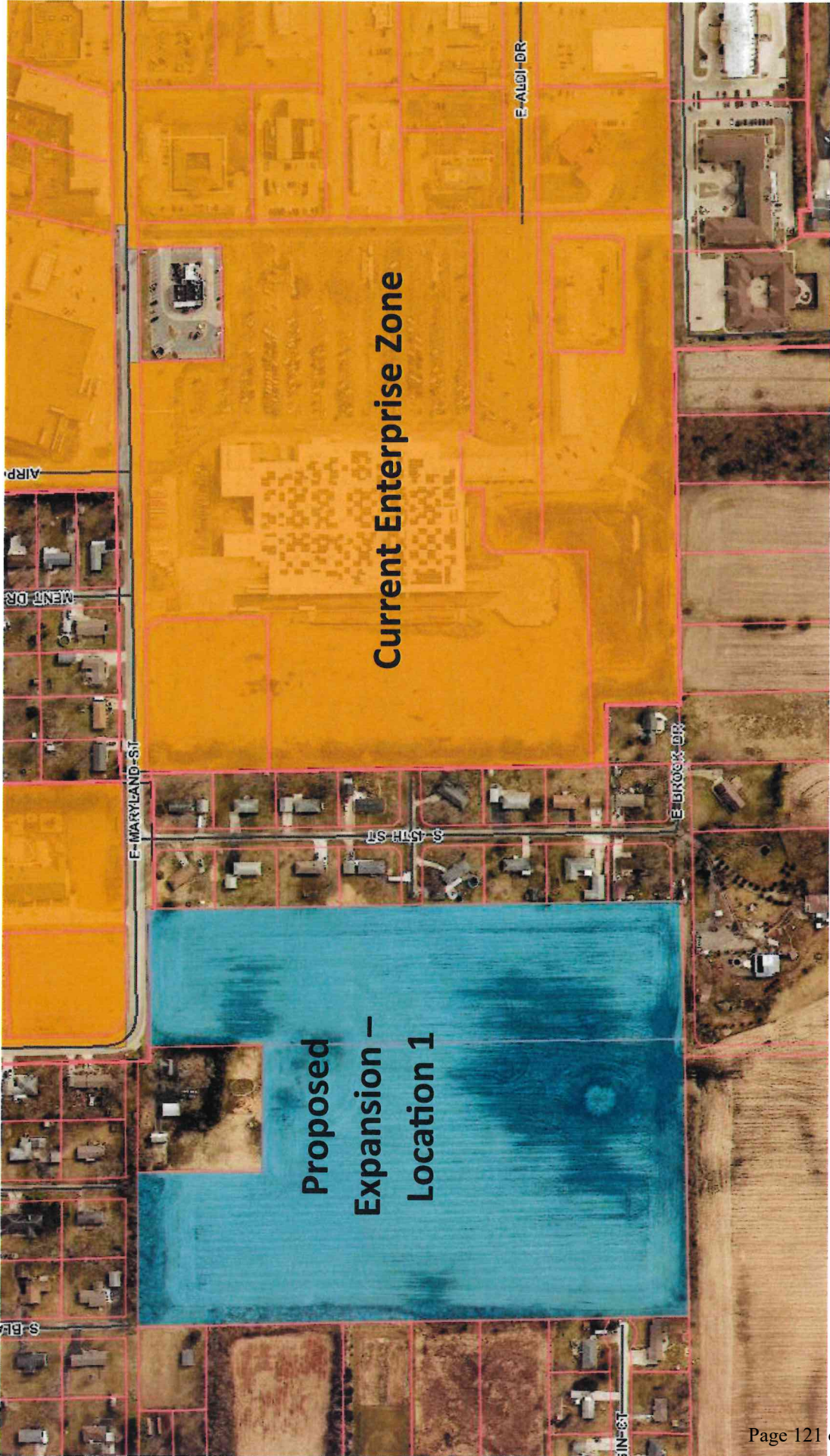
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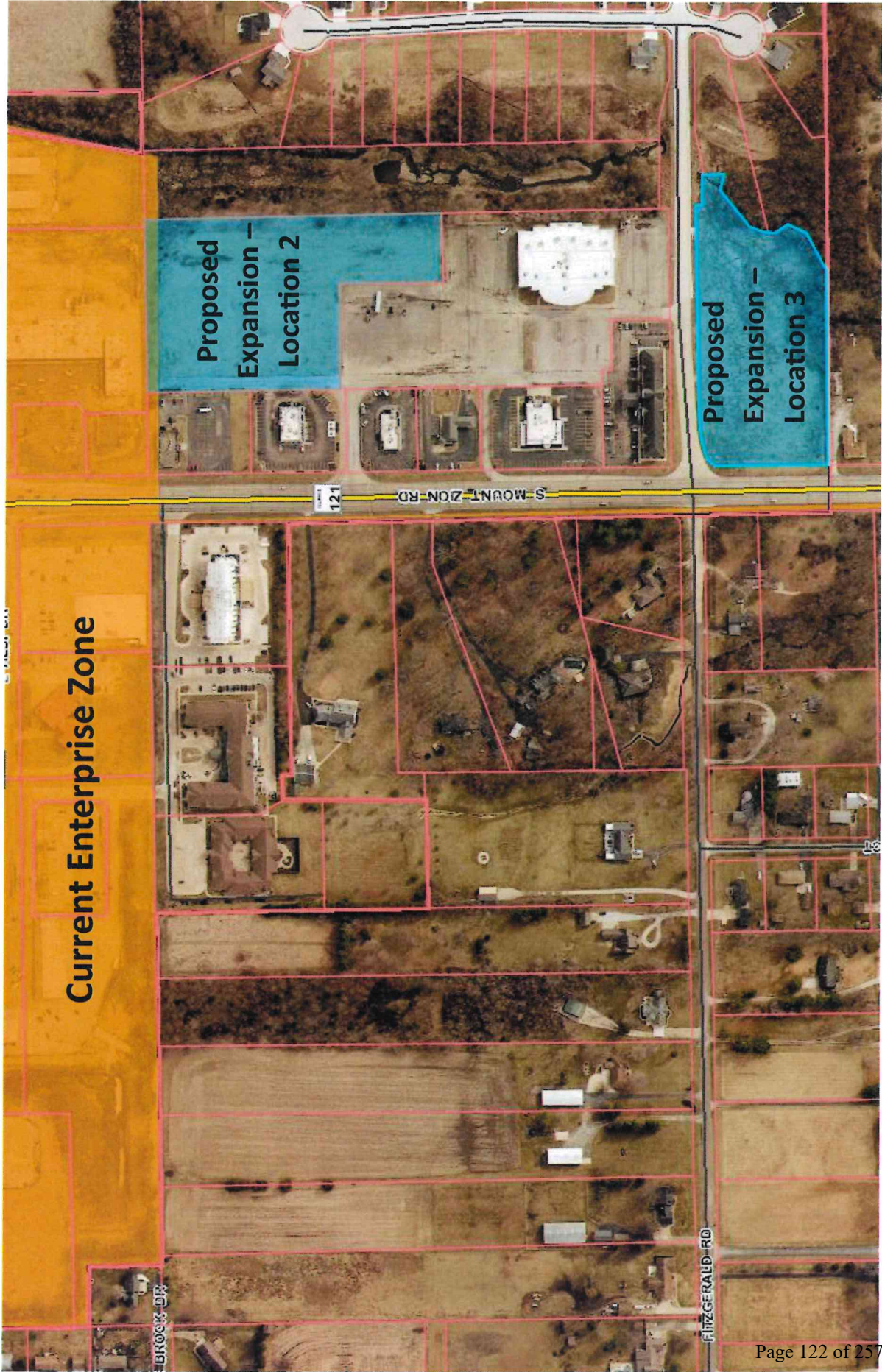
ADDENDUM B
Residential Project – 44th St. & Maryland St.

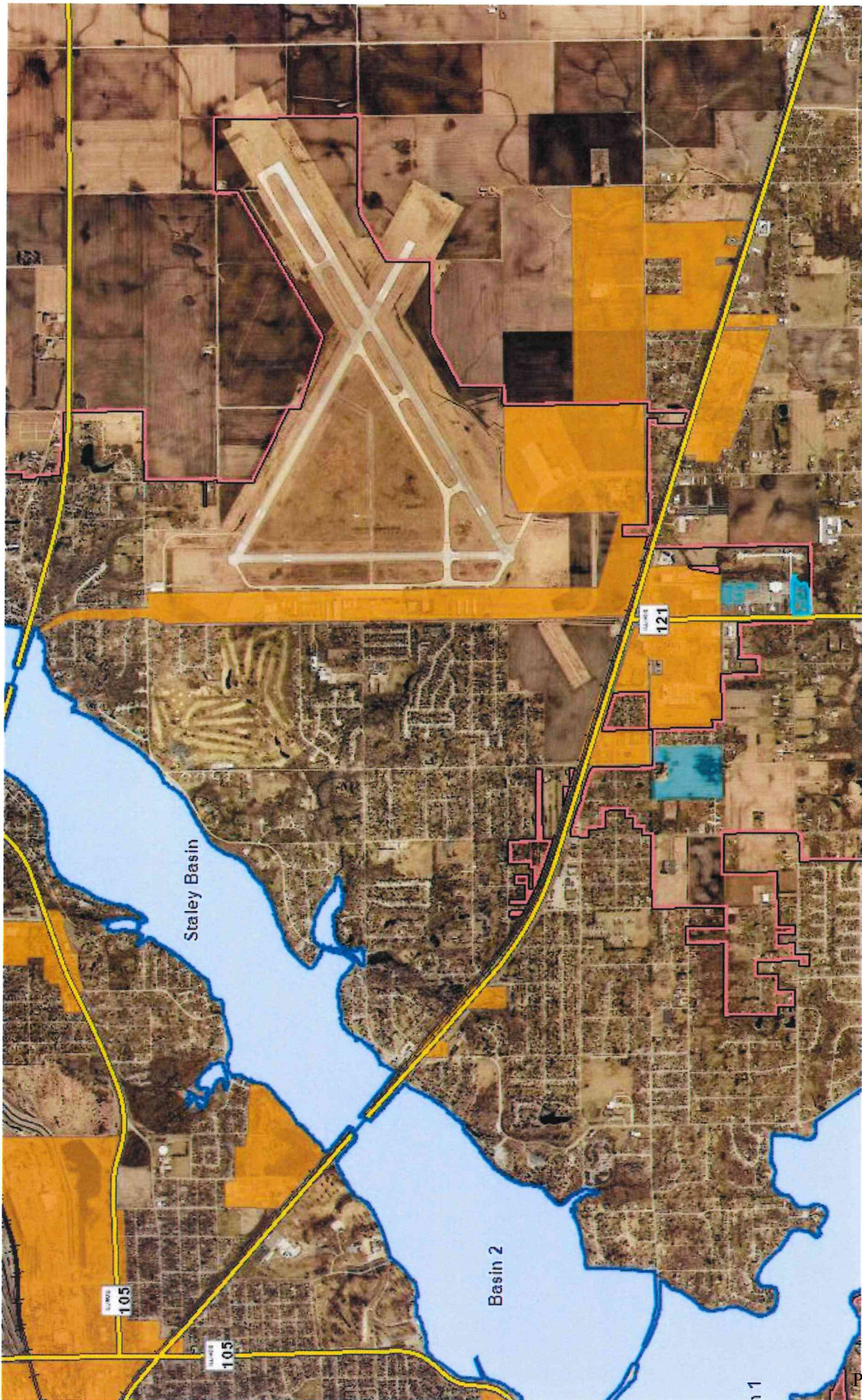
PIN	Owner	Size
09-13-29-128-002	MDA DEVELOPMENT HOLDINGS, LLC	18 Acres
09-13-29-201-001	MDA DEVELOPMENT HOLDINGS, LLC	10 Acres



Retail Project – East of IL-121, South of Rt. 36

PIN	Owner	Size
09-13-28-151-011	SONNY SKIES LLC	5.4
09-13-28-301-016	SONNY SKIES LLC	5.58





Public Works

DATE: 3/4/2024

MEMO: 2024-43

TO: Honorable Mayor Pro Tem Lisa Gregory and City Council Members

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

SUBJECT: Ordinance Annexing Territory –2975 Turpin Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2975 Turpin Road be approved.

BACKGROUND: The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2975 Turpin Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2975 TURPIN ROAD**

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

LOT 5 IN BLOCK 1 OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982,
PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY,
ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-128-017

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of March 2024.

LISA GREGORY, MAYOR PRO TEM

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.) _____

Kim ALBERT
Todd Albert

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2975 Turpin Road, and legally described as follows:

LOT 5 IN BLOCK 1 OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-128-017

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

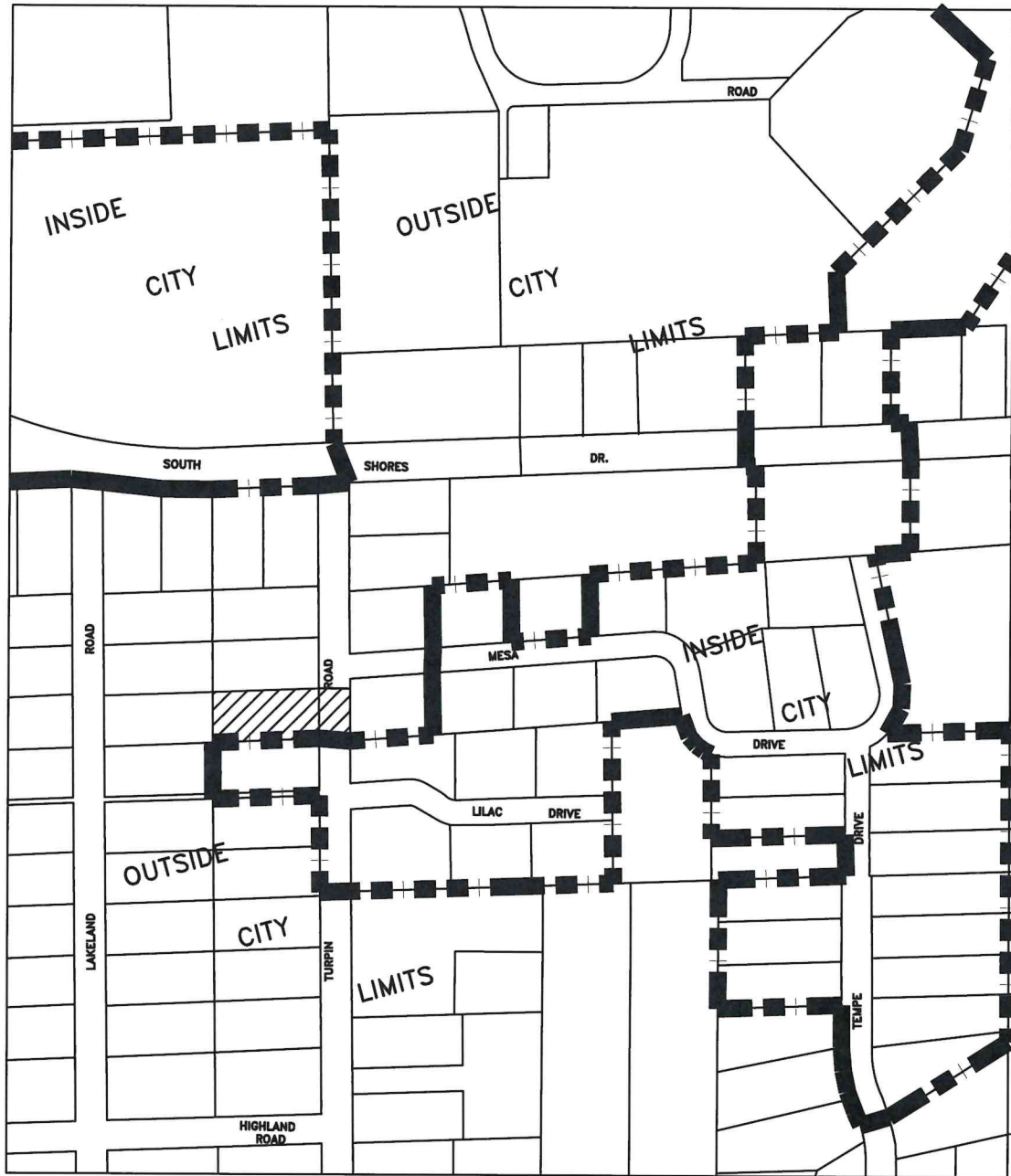
<u>Kim Albert</u>	<u>KIM ALBERT</u>	<u>2975 TURPIN, DECATUR,</u>
<u>Todd Albert</u>	<u>Todd Albert</u>	<u>2975 Turpin Rd, Decatur, IL</u>

Signed and sworn to before me this 23 day of February, 2024

Deanna Buck
Notary Public

(Rev. 12/2014)

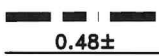




PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2975 TURPIN ROAD



indicates territory annexed



indicates existing corporate limits

0.48± acres

AREA 0.00075± sq. miles

95± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



3-6-24

Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2024

ORDINANCE NO: _____

DATE: _____ Page 128 of 257

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

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

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description

Type

Civil Service Commission Minutes of
February 6, 2024

Backup Material

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
February 6, 2024

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

PRESENT: CHAIR Todd Ray
VICE CHAIR Greg Spain
COMMISSIONER Amy Spry
ACTING SECRETARY Penny Rogers
ADMINISTRATIVE ASSISTANT Sherry Beasley
HUMAN RESOURCES DIRECTOR French Wilson

ABSENT: COMMISSIONER Sheri Hagen
COMMISSIONER Tony Wilkins

Call to Order

Chair Ray called the meeting to order at 11:34 a.m.

Roll Call

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

Chair Ray called for Appearance of Citizens:

There is none.

The Minutes of the January 10, 2024, regular meeting were presented. Vice Chair Greg Spain moved that the January 10, 2024, regular meeting minutes be approved, seconded by Commissioner Amy Spry and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Amy Spry moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, seconded by Vice Chair Greg Spain and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Acting Secretary Rogers declared the motion carried.

Vice Chair Greg Spain moved to return to Open Session, seconded by Commissioner Amy Spry and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Acting Secretary Rogers declared the motion carried.

Chair Ray called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Eligible Register for Buyer, Commissioner Amy Spry moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Greg Spain, and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request to Approve Final Scores & Eligible Register for Equipment Operator – Water Services, Vice Chair Greg Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Acting Secretary Rogers declared the motion carried.

Chair Ray called for New Business:

- A. Authorization Request to Approve Job Announcement & Establish Eligible Promotional Register for Fire Captain, Commissioner Amy Spry moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Greg Spain, and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request for a Proposal to Amend Civil Service Rules
 - 1-3 Amendment of Rules
 - 1-7 Gender
 - 3-1 Forms
 - 3-2 Disqualification of Applications
 - 6-3 From an Eligible Register or a Lateral Transfer Register
 - 6-5 Removal from Registers and Expiration of Registers
 - 11 Police and Fire Classifications
 - 13 Firefighter Entry-Level Requirements & Examination Process
 - 14 Police Patrol Officer Entry-Level Requirements & Examination Process
 - 15 Police Patrol Officer Lateral Transfer Requirements & Examination Process

Vice Chair Greg Spain moved the Authorization Request be received, placed on file, and approved, seconded by Amy Spry, and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Acting Secretary Rogers declared the motion carried.

- C. Receiving and Filing of Personnel Actions – Commissioner Amy Spry moved that the appointment, promotion, division letter of commendation, shift letter of commendation, oral reprimand, written reprimand, suspension, requests for leave, and resignation, be received, placed on file, and approved, seconded by Vice Chair Greg Spain, and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Other Business:

There being no other business, Vice Chair Greg Spain moved to adjourn the meeting, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Acting Secretary Rogers declared the meeting adjourned at 12:02 p.m.

Respectfully Submitted,



Penny Rogers
Acting Secretary

City Clerk

DATE: 3/11/2024

MEMO:

TO: Lisa Gregory, Mayor Pro Tem
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Decatur Craft Beer Festival

SUMMARY RECOMMENDATION: Staff requests that City Council approve the proposed Ordinance authorizing the consumption of alcoholic liquor in Central Park for an event sponsored by the Decatur Area Arts Council - Decatur Craft Beer Festival.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Backup Material	Backup Material

ORDINANCE NO. 2024-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF
ALCOHOLIC LIQUOR IN CENTRAL PARK
- DECATUR AREA ARTS COUNCIL -**

WHEREAS, the Decatur Area Arts Council has planned its “Decatur Craft Beer Festival” event, for Saturday, May 11, 2024; and,

WHEREAS, it is the intention of Decatur Area Arts Council to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in Central Park requires the express approval of the City Council; and,

WHEREAS, the Council finds that it would be in the best interest of the Decatur Area Arts Council and of the City of Decatur that such consumption of alcoholic liquor as described be permitted for said limited time period.

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

Section 1. That on the day listed herein, and only on such day, between the hours listed, alcoholic beverages may be consumed in Central Park in downtown Decatur, said day and hours being particularly described as follows:

Saturday, May 11, 2024

12:00 p.m. – 4:00 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That except as otherwise provided herein, the provisions of Section 34(a) of Chapter 52 of the City Code remain in full force and effect.

Section 4. That this ordinance is expressly conditioned and approved upon Decatur Area Arts Council providing to the City of Decatur an agreement which will hold the City harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

PRESENTED, PASSED, APPROVED AND RECORDED this 18th day of March 2024.

Lisa Gregory, Mayor Pro Tem

ATTEST:

City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008	CONTACT NAME: Gallagher Client Service Team PHONE (A/C, No, Ext): 833-391-6524 FAX (A/C, No): E-MAIL: select_certificates@ajg.com ADDRESS: select_certificates@ajg.com
INSURED Decatur Area Arts Council 125 N. Water Decatur IL 62523	INSURER(S) AFFORDING COVERAGE INSURER A: Frankenmuth Mutual Insurance Company INSURER B: Hanover American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 13986 36064

COVERAGES

CERTIFICATE NUMBER: 1638817425

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		6620474	4/1/2023	4/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6620473	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		6620474	4/1/2023	4/1/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NF) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	6620472	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A B	Liquor Liability Directors & Officers Liability Employment Practices Liability		6620474 LHC-H490631	4/1/2023 4/1/2023	4/1/2024 4/1/2024	Aggregate Limit \$1,000,000 Limit/Retention \$1M/ \$10,000 Limit/Retention \$1M/ \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Event: Decatur Craft Beer Festival / Date: May 11, 2024 / Liquor Liability and for the use of Central Park.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Decatur Area Arts Council, hereafter referred to as the “sponsoring agency”, for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, Central Park, for the Decatur Craft Beer festival event on the following date and time:

Saturday, May 11, 2024

9:00 a.m.– 6:00 p.m.

by the sponsoring agency, its officers, agents, employees, and registrants.

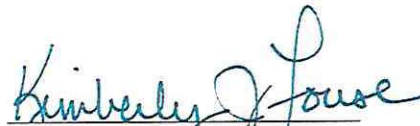
Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

If permission is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency’s insurance will be primary.

For City of Decatur, Illinois:

For Sponsoring Agency:
Decatur Area Arts Council

Authorized Representative



Authorized Representative

Date



Date

City Clerk

DATE: 3/12/2024

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Reappointment - Electrical Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointment of Matt Dunker to the Electrical Commission.

ATTACHMENTS:

Description	Type
Resolution	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 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:

Matt Dunker	Electrical Commission	12/1/2026
-------------	-----------------------	-----------

DATED this 18th day of March 2024.

Lisa Gregory, Mayor Pro Tem

RESOLUTION NO. R2024-_____
RESOLUTION APPROVING REAPPOINTMENT

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 reappointment 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 March 2024.

Lisa Gregory, Mayor Pro Tem

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent, I hereby reappoint the named in the foregoing request by you approved as therein requested.

DATED this 18th day of March 2024.

Lisa Gregory, Mayor Pro Tem

SUBJECT: Resolution Receiving and Filing the 2023 Official Zoning Map

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Council Resolution	Cover Memo
2023 Zoning Map	Backup Material

ECONOMIC & COMMUNITY DEVELOPMENT MEMORANDUM
No. 24-05

March 14, 2024

TO: Honorable Lisa Gregory, and City Council

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

SUBJECT: Resolution receiving and filing the 2023 Official Zoning Map

SUMMARY RECOMMENDATION: Staff is sending the 2023 Official Zoning Map to City Council publication by the City of Decatur’s City Clerk. This map is required by Illinois compiled Statutes Illinois Municipal Code (65 ILCS 5/11-13-19).

BACKGROUND: The annually updated zoning map reflects all zoning and boundary changes approved as of December 31, 2023. A paper copy will be available prior to the meeting for your review or you may request a copy from the City Clerk. The digital file for the zoning map is very large and can be accessed at on the City’s “Maps” Webpage:

<https://decaturil.gov/maps/>

POTENTIAL OBJECTION: N/A

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl Patrick at 424-2784 or cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: N/A

RESOLUTION NO. _____

**RESOLUTION RECEIVING AND FILING
THE 2023 OFFICIAL ZONING MAP**

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

Section 1. That the 2023 Official Zoning Map presented to the City Council herewith, be,
and the same is hereby, received and placed on file.

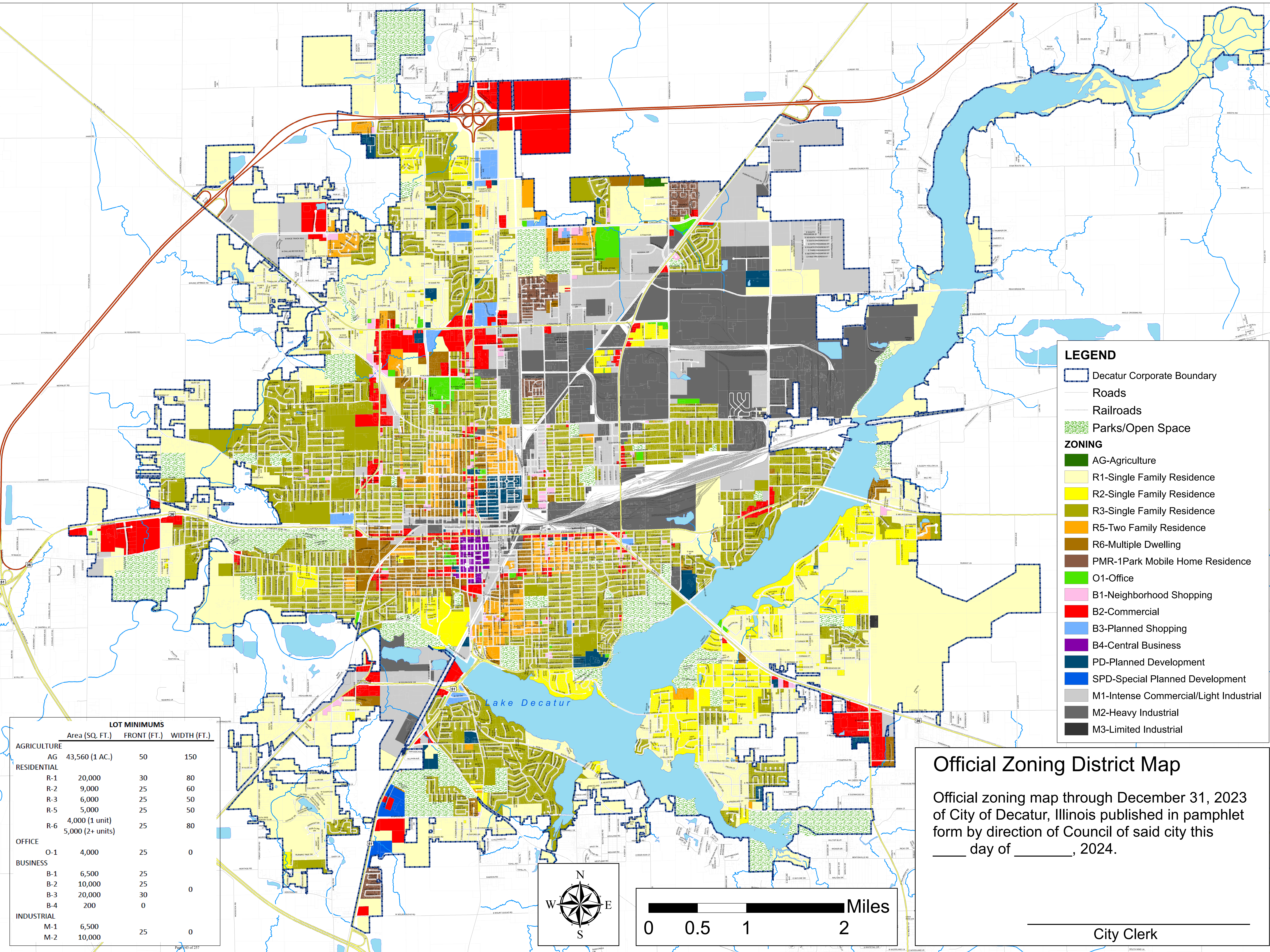
Section 2. That the City Clerk be, and she is hereby, authorized and directed to sign said
2023 Official Zoning Map.

PRESENTED and ADOPTED this 18th day of March, 2024.

LISA GREGORY, MAYOR PRO TEM

ATTEST:

CITY CLERK



LEGEND

Decatur Corporate Boundary

Roads

Railroads

Parks/Open Space

ZONING

AG-Agriculture

R1-Single Family Residence

R2-Single Family Residence

R3-Single Family Residence

R5-Two Family Residence

R6-Multiple Dwelling

PMR-1Park Mobile Home Residence

O1-Office

B1-Neighborhood Shopping

B2-Commercial

B3-Planned Shopping

B4-Central Business

PD-Planned Development

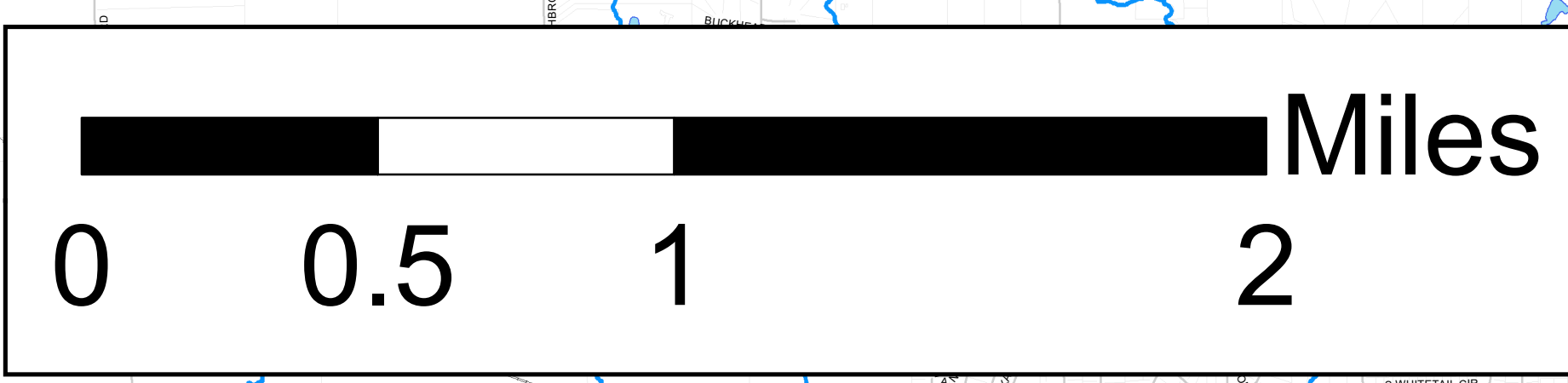
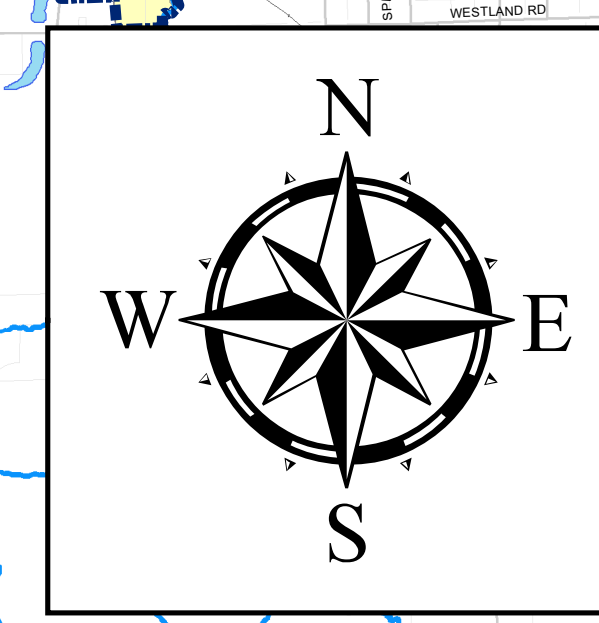
SPD-Special Planned Development

M1-Intense Commercial/Light Industrial

M2-Heavy Industrial

M3-Limited Industrial

LOT MINIMUMS			
	Area (SQ. FT.)	FRONT (FT.)	WIDTH (FT.)
AGRICULTURE			
AG	43,560 (1 AC.)	50	150
RESIDENTIAL			
R-1	20,000	30	80
R-2	9,000	25	60
R-3	6,000	25	50
R-5	5,000	25	50
R-6	4,000 (1 unit)	25	80
	5,000 (2+ units)		
OFFICE			
O-1	4,000	25	0
BUSINESS			
B-1	6,500	25	0
B-2	10,000	25	
B-3	20,000	30	
B-4	200	0	
INDUSTRIAL			
M-1	6,500	25	0
M-2	10,000		



Official Zoning District Map

Official zoning map through December 31, 2023
of City of Decatur, Illinois published in pamphlet
form by direction of Council of said city this
____ day of _____, 2024.

City Clerk

SUBJECT: Resolution Authorizing the Execution of an Agreement with F&E Lawn and Janitorial Service for 2024 Weed Abatement

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Exhibit	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 24-06

TO: Lisa Gregory, Mayor Pro Tem, and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: March 18, 2024

SUBJECT: Resolutions Authorizing the Execution of Agreements for the mowing of City of Decatur owned lots, and violation lots in 2024.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolutions authorizing the execution of agreements for the mowing of City of Decatur owned lots, and violations lots in 2024.

BACKGROUND: The City is partitioned into twelve districts for mowing. The districts were put out for contracted mowing bids for 2024. The contracts for the mowing within these twelve districts will include City of Decatur owned lots, and privately owned lots that are in violation of City Code, Chapter 48.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov .

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH F&E
LAWN AND JANITORIAL SERVICE FOR 2024 WEED ABATEMENT**

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

Section 1. That the bid of F&E Lawn and Janitorial Service for City owned lots in districts 5, 9, and 10, and violations lots in districts 2, 5, and 6 for 2024 weed abatement be presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the Director of Economic and Community Development, or designee, is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and F&E Lawn and Janitorial Service for 2024 Weed Abatement.

PRESENTED and ADOPTED this 18th day of March 2024.

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk



**2024 CITY/MCT WEED ABATEMENT PROGRAM
CONTRACT AND
CONTRACTOR INFORMATION SHEET
CITY OF DECATUR, ILLINOIS
#1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
NEIGHBORHOOD INSPECTIONS
424-2783**

Contractor Name, Address and Phone Number

Phone: _____

DISTRICT: _____	5	RATE PER WORK ORDER: _____	\$43.00
_____	9	_____	\$43.00
_____	10	_____	\$43.00
_____		_____	

Mowing work orders will only be sent by email. Please provide email address.

Email: _____

- Contractor will receive all work orders by email. Work orders must be completed within 10 days of the date they were emailed to contractor.
- Completed work orders can only be submitted to grassmowing2020@decaturil.gov. Each individual work order must be sent as a single email with the SUBJECT of the email being the work order number. Each individual email must include the filled-out work order, time and date stamped before and after mow pictures. Payment will only be issued on submitted work orders that follow this process.

- Neighborhood Inspections will confirm violation work order is completed
- Payments to contractor will be processed twice monthly. This will include all satisfactory violation work orders up to the date of the payment issuance.
- Work orders not completed within 10 days after receipt will be withdrawn and will be reissued to another contractor and may be considered a default of the contract
- Weeds and grass are to be cut to a height of less than 3" (three inches)
- Brush and trees less than 1 1/2" (one and one-half inch) in diameter must be removed
- Large items and debris shall be placed in a central location or curbside. Contact Neighborhood Inspections for cleanup of those items.
- If the Contractor knowingly does damage, he shall report it to the Neighborhood Inspections Division immediately.
- Sweeping or blowing of sidewalks, streets and approaches affected by the cutting is required, no debris created by the mowing of the lot shall be blown, swept, or left in a public right-of-way or street.
- Insurance must be maintained throughout the period of the contract per the bid specifications

The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

Contractor Signature

Date



2024 VIOLATION LOTS WEED ABATEMENT PROGRAM
CONTRACT AND
CONTRACTOR INFORMATION SHEET
CITY OF DECATUR, ILLINOIS
#1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
NEIGHBORHOOD INSPECTIONS
424-2783

Contractor Name, Address and Phone Number

Phone:

DISTRICT: <hr/>	RATE PER WORK ORDER: <hr/>
2 <hr/>	\$75.00 <hr/>
5 <hr/>	\$75.00 <hr/>
6 <hr/>	\$75.00 <hr/>
<hr/>	<hr/>

Mowing work orders will only be sent by email. Please provide email address.

Email:

- Contractor will receive all work orders by email. Work orders must be completed within 10 days of the date they were emailed to contractor.
- Completed work orders can only be submitted to grassmowing2020@decaturil.gov. Each individual work order must be sent as a single email with the SUBJECT of the email being the work order number. Each individual email must include the filled-out work order, time and date stamped before and after mow pictures. Payment will only be issued on submitted work orders that follow this process.

- Neighborhood Inspections will confirm violation work order is completed
- Payments to contractor will be processed twice monthly. This will include all satisfactory violation work orders up to the date of the payment issuance.
- Work orders not completed within 10 days after receipt will be withdrawn and will be reissued to another contractor and may be considered a default of the contract
- Weeds and grass are to be cut to a height of less than 3" (three inches)
- Brush and trees less than 1 1/2" (one and one-half inch) in diameter must be removed
- Large items and debris shall be placed in a central location or curbside. Contact Neighborhood Inspections for cleanup of those items.
- If the Contractor knowingly does damage, he shall report it to the Neighborhood Inspections Division immediately.
- Sweeping or blowing of sidewalks, streets and approaches affected by the cutting is required, no debris created by the mowing of the lot shall be blown, swept, or left in a public right-of-way or street.
- Insurance must be maintained throughout the period of the contract per the bid specifications

The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

Contractor Signature

Date

SUBJECT: Resolution Authorizing the Execution of an Agreement with Roots Lawncare LLC for 2024 Weed Abatement

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit	Exhibit

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
ROOTS LAWCARE LLC FOR 2024 WEED ABATEMENT**

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

Section 1. That the bid of Roots Lawncare LLC for violation lots in districts 1, 4, 8, 9, and 11 for 2024 weed abatement be presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the Director of Economic and Community Development, or designee, is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Roots Lawncare LLC for 2024 Weed Abatement.

PRESENTED and ADOPTED this 18th day of March 2024.

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk



2024 VIOLATION LOTS WEED ABATEMENT PROGRAM
CONTRACT AND
CONTRACTOR INFORMATION SHEET
CITY OF DECATUR, ILLINOIS
#1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
NEIGHBORHOOD INSPECTIONS
424-2783

Contractor Name, Address and Phone Number

Phone: _____

DISTRICT: _____	1	RATE PER WORK ORDER: _____	\$60.00
_____	4	_____	\$60.00
_____	8	_____	\$70.00
_____	9	_____	\$60.00
_____	11	_____	\$70.00

Mowing work orders will only be sent by email. Please provide email address.

Email: _____

- Contractor will receive all work orders by email. Work orders must be completed within 10 days of the date they were emailed to contractor.
- Completed work orders can only be submitted to grassmowing2020@decaturil.gov. Each individual work order must be sent as a single email with the SUBJECT of the email being the work order number. Each individual email must include the filled-out work order, time and date

stamped before and after mow pictures. Payment will only be issued on submitted work orders that follow this process.

- Neighborhood Inspections will confirm violation work order is completed
- Payments to contractor will be processed twice monthly. This will include all satisfactory violation work orders up to the date of the payment issuance.
- Work orders not completed within 10 days after receipt will be withdrawn and will be reissued to another contractor and may be considered a default of the contract
- Weeds and grass are to be cut to a height of less than 3" (three inches)
- Brush and trees less than 1 1/2" (one and one-half inch) in diameter must be removed
- Large items and debris shall be placed in a central location or curbside. Contact Neighborhood Inspections for cleanup of those items.
- If the Contractor knowingly does damage, he shall report it to the Neighborhood Inspections Division immediately.
- Sweeping or blowing of sidewalks, streets and approaches affected by the cutting is required, no debris created by the mowing of the lot shall be blown, swept, or left in a public right-of-way or street.
- Insurance must be maintained throughout the period of the contract per the bid specifications

The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

Contractor Signature

Date

SUBJECT: Resolution Authorizing the Execution of an Agreement with Up and Ready for 2024 Weed Abatement

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit	Exhibit

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH UP
AND READY FOR 2024 WEED ABATEMENT**

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

Section 1. That the bid of Up and Ready for City owned lots in district 8 for 2024 weed abatement be presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the Director of Economic and Community Development, or designee, is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Up and Ready for 2024 Weed Abatement.

PRESENTED and ADOPTED this 18th day of March 2024.

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk



**2024 CITY/MCT WEED ABATEMENT PROGRAM
CONTRACT AND
CONTRACTOR INFORMATION SHEET
CITY OF DECATUR, ILLINOIS
#1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
NEIGHBORHOOD INSPECTIONS
424-2783**

Contractor Name, Address and Phone Number

_____ Phone: _____

DISTRICT: 8

RATE PER WORK ORDER: \$40.00

Mowing work orders will only be sent by email. Please provide email address.

Email: _____

- Contractor will receive all work orders by email. Work orders must be completed within 10 days of the date they were emailed to contractor.
- Completed work orders can only be submitted to grassmowing2020@decaturil.gov. Each individual work order must be sent as a single email with the SUBJECT of the email being the work order number. Each individual email must include the filled-out work order, time and date stamped before and after mow pictures. Payment will only be issued on submitted work orders that follow this process.

- Neighborhood Inspections will confirm violation work order is completed
- Payments to contractor will be processed twice monthly. This will include all satisfactory violation work orders up to the date of the payment issuance.
- Work orders not completed within 10 days after receipt will be withdrawn and will be reissued to another contractor and may be considered a default of the contract
- Weeds and grass are to be cut to a height of less than 3" (three inches)
- Brush and trees less than 1 1/2" (one and one-half inch) in diameter must be removed
- Large items and debris shall be placed in a central location or curbside. Contact Neighborhood Inspections for cleanup of those items.
- If the Contractor knowingly does damage, he shall report it to the Neighborhood Inspections Division immediately.
- Sweeping or blowing of sidewalks, streets and approaches affected by the cutting is required, no debris created by the mowing of the lot shall be blown, swept, or left in a public right-of-way or street.
- Insurance must be maintained throughout the period of the contract per the bid specifications

The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

Contractor Signature

Date

SUBJECT: Resolution Authorizing the Execution of an Agreement with Isaiah Enterprises LLC
for 2024 Weed Abatement

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit	Exhibit

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
ISAIAH ENTERPRISE LLC FOR 2024 WEED ABATEMENT**

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

Section 1. That the bid of Isaiah Enterprise LLC violation lots for district 10 for 2024 weed abatement be presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the Director of Economic and Community Development, or designee, is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Isaiah Enterprise LLC for 2024 Weed Abatement.

PRESENTED and ADOPTED this 18th day of March 2024.

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk



2024 VIOLATION LOTS WEED ABATEMENT PROGRAM
CONTRACT AND
CONTRACTOR INFORMATION SHEET
CITY OF DECATUR, ILLINOIS
#1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
NEIGHBORHOOD INSPECTIONS
424-2783

Contractor Name, Address and Phone Number

Phone:

DISTRICT: <u>10</u>	RATE PER WORK ORDER: <u>\$65.00</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Mowing work orders will only be sent by email. Please provide email address.

Email:

- Contractor will receive all work orders by email. Work orders must be completed within 10 days of the date they were emailed to contractor.
- Completed work orders can only be submitted to grassmowing2020@decaturil.gov. Each individual work order must be sent as a single email with the SUBJECT of the email being the work order number. Each individual email must include the filled-out work order, time and date stamped before and after mow pictures. Payment will only be issued on submitted work orders that follow this process.

- Neighborhood Inspections will confirm violation work order is completed
- Payments to contractor will be processed twice monthly. This will include all satisfactory violation work orders up to the date of the payment issuance.
- Work orders not completed within 10 days after receipt will be withdrawn and will be reissued to another contractor and may be considered a default of the contract
- Weeds and grass are to be cut to a height of less than 3" (three inches)
- Brush and trees less than 1 1/2" (one and one-half inch) in diameter must be removed
- Large items and debris shall be placed in a central location or curbside. Contact Neighborhood Inspections for cleanup of those items.
- If the Contractor knowingly does damage, he shall report it to the Neighborhood Inspections Division immediately.
- Sweeping or blowing of sidewalks, streets and approaches affected by the cutting is required, no debris created by the mowing of the lot shall be blown, swept, or left in a public right-of-way or street.
- Insurance must be maintained throughout the period of the contract per the bid specifications

The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

Contractor Signature

Date

SUBJECT: Resolution Authorizing the Execution of an Agreement with Julies Mowing Service for 2024 Weed Abatement

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit	Exhibit

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
JULIES MOWING SERVICE FOR 2024 WEED ABATEMENT**

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

Section 1. That the bid of Julies Mowing Service for violation lots in district 7 for 2024 weed abatement be presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the Director of Economic and Community Development, or designee, is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Julies Mowing Service for 2024 Weed Abatement.

PRESENTED and ADOPTED this 18th day of March 2024.

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk



2024 VIOLATION LOTS WEED ABATEMENT PROGRAM
CONTRACT AND
CONTRACTOR INFORMATION SHEET
CITY OF DECATUR, ILLINOIS
#1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
NEIGHBORHOOD INSPECTIONS
424-2783

Contractor Name, Address and Phone Number

Phone:

DISTRICT: 7 RATE PER WORK ORDER: \$55.00

Mowing work orders will only be sent by email. Please provide email address.

Email:

- Contractor will receive all work orders by email. Work orders must be completed within 10 days of the date they were emailed to contractor.
- Completed work orders can only be submitted to grassmowing2020@decaturil.gov. Each individual work order must be sent as a single email with the SUBJECT of the email being the work order number. Each individual email must include the filled-out work order, time and date stamped before and after mow pictures. Payment will only be issued on submitted work orders that follow this process.

- Neighborhood Inspections will confirm violation work order is completed
- Payments to contractor will be processed twice monthly. This will include all satisfactory violation work orders up to the date of the payment issuance.
- Work orders not completed within 10 days after receipt will be withdrawn and will be reissued to another contractor and may be considered a default of the contract
- Weeds and grass are to be cut to a height of less than 3" (three inches)
- Brush and trees less than 1 1/2" (one and one-half inch) in diameter must be removed
- Large items and debris shall be placed in a central location or curbside. Contact Neighborhood Inspections for cleanup of those items.
- If the Contractor knowingly does damage, he shall report it to the Neighborhood Inspections Division immediately.
- Sweeping or blowing of sidewalks, streets and approaches affected by the cutting is required, no debris created by the mowing of the lot shall be blown, swept, or left in a public right-of-way or street.
- Insurance must be maintained throughout the period of the contract per the bid specifications

The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

Contractor Signature

Date

SUBJECT: Resolution Authorizing the Execution of an Agreement with Jandi Services for 2024
Weed Abatement

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit	Exhibit

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
JANDI SERVICES FOR 2024 WEED ABATEMENT**

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

Section 1. That the bid of Jandi Services for City owned lots for districts 2, 3, 11, and 12, and violation lots in districts 3, and 12 for 2024 weed abatement be presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the Director of Economic and Community Development, or designee, is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Jandi Services for 2024 Weed Abatement.

PRESENTED and ADOPTED this 18th day of March 2024.

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk



**2024 CITY/MCT WEED ABATEMENT PROGRAM
CONTRACT AND
CONTRACTOR INFORMATION SHEET
CITY OF DECATUR, ILLINOIS
#1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
NEIGHBORHOOD INSPECTIONS
424-2783**

Contractor Name, Address and Phone Number

Phone: _____

DISTRICT: _____	2	RATE PER WORK ORDER: _____	\$43.00
_____	3	_____	\$43.00
_____	11	_____	\$43.00
_____	12	_____	\$43.00

Mowing work orders will only be sent by email. Please provide email address.

Email: _____

- Contractor will receive all work orders by email. Work orders must be completed within 10 days of the date they were emailed to contractor.
- Completed work orders can only be submitted to grassmowing2020@decaturil.gov. Each individual work order must be sent as a single email with the SUBJECT of the email being the work order number. Each individual email must include the filled-out work order, time and date stamped before and after mow pictures. Payment will only be issued on submitted work orders that follow this process.

- Neighborhood Inspections will confirm violation work order is completed
- Payments to contractor will be processed twice monthly. This will include all satisfactory violation work orders up to the date of the payment issuance.
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- Brush and trees less than 1 1/2" (one and one-half inch) in diameter must be removed
- Large items and debris shall be placed in a central location or curbside. Contact Neighborhood Inspections for cleanup of those items.
- If the Contractor knowingly does damage, he shall report it to the Neighborhood Inspections Division immediately.
- Sweeping or blowing of sidewalks, streets and approaches affected by the cutting is required, no debris created by the mowing of the lot shall be blown, swept, or left in a public right-of-way or street.
- Insurance must be maintained throughout the period of the contract per the bid specifications

The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

Contractor Signature

Date



2024 VIOLATION LOTS WEED ABATEMENT PROGRAM
CONTRACT AND
CONTRACTOR INFORMATION SHEET
CITY OF DECATUR, ILLINOIS
#1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
NEIGHBORHOOD INSPECTIONS
424-2783

Contractor Name, Address and Phone Number

Phone:

DISTRICT: <hr/>	RATE PER WORK ORDER: <hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Mowing work orders will only be sent by email. Please provide email address.

Email:

- Contractor will receive all work orders by email. Work orders must be completed within 10 days of the date they were emailed to contractor.
- Completed work orders can only be submitted to grassmowing2020@decaturil.gov. Each individual work order must be sent as a single email with the SUBJECT of the email being the work order number. Each individual email must include the filled-out work order, time and date stamped before and after mow pictures. Payment will only be issued on submitted work orders that follow this process.

- Neighborhood Inspections will confirm violation work order is completed
- Payments to contractor will be processed twice monthly. This will include all satisfactory violation work orders up to the date of the payment issuance.
- Work orders not completed within 10 days after receipt will be withdrawn and will be reissued to another contractor and may be considered a default of the contract
- Weeds and grass are to be cut to a height of less than 3" (three inches)
- Brush and trees less than 1 1/2" (one and one-half inch) in diameter must be removed
- Large items and debris shall be placed in a central location or curbside. Contact Neighborhood Inspections for cleanup of those items.
- If the Contractor knowingly does damage, he shall report it to the Neighborhood Inspections Division immediately.
- Sweeping or blowing of sidewalks, streets and approaches affected by the cutting is required, no debris created by the mowing of the lot shall be blown, swept, or left in a public right-of-way or street.
- Insurance must be maintained throughout the period of the contract per the bid specifications

The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

Contractor Signature

Date

SUBJECT: Resolution Authorizing the Execution of an Agreement with Inherited Services LLC
for 2024 Weed Abatement

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit	Exhibit

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
INHERITED SERVICES LLC FOR 2024 WEED ABATEMENT**

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

Section 1. That the bid of Inherited Services LLC for City owned lots in district 7 for 2024 weed abatement be presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the Director of Economic and Community Development, or designee, is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Inherited Services LLC for 2024 Weed Abatement.

PRESENTED and ADOPTED this 18th day of March 2024.

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk



**2024 CITY/MCT WEED ABATEMENT PROGRAM
CONTRACT AND
CONTRACTOR INFORMATION SHEET
CITY OF DECATUR, ILLINOIS
#1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
NEIGHBORHOOD INSPECTIONS
424-2783**

Contractor Name, Address and Phone Number

Phone: _____

DISTRICT:	<u>7</u>	RATE PER WORK ORDER:	<u>\$45.00</u>
	<hr/>		<hr/>
	<hr/>		<hr/>
	<hr/>		<hr/>

Mowing work orders will only be sent by email. Please provide email address.

Email: _____

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- If the Contractor knowingly does damage, he shall report it to the Neighborhood Inspections Division immediately.
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- Insurance must be maintained throughout the period of the contract per the bid specifications

The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

Contractor Signature

Date

SUBJECT: Resolution Authorizing the Execution of an Agreement with Shemilah Outreach Center for 2024 Weed Abatement

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit	Exhibit

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
SHEMILAH OUTREACH CENTER FOR 2024 WEED ABATEMENT**

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

Section 1. That the bid of Shemilah Outreach Center for City owned lots in district 1 for 2024 weed abatement be presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the Director of Economic and Community Development, or designee, is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Shemilah Outreach Center for 2024 Weed Abatement.

PRESENTED and ADOPTED this 18th day of March 2024.

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk



**2024 CITY/MCT WEED ABATEMENT PROGRAM
CONTRACT AND
CONTRACTOR INFORMATION SHEET
CITY OF DECATUR, ILLINOIS
#1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
NEIGHBORHOOD INSPECTIONS
424-2783**

Contractor Name, Address and Phone Number

_____ Phone: _____

DISTRICT: 1

RATE PER WORK ORDER: \$40.00

Mowing work orders will only be sent by email. Please provide email address.

Email: _____

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- Insurance must be maintained throughout the period of the contract per the bid specifications

The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

Contractor Signature

Date

SUBJECT: Resolution Authorizing the Execution of an Agreement with Jim Kaufman Lawn Care for 2024 Weed Abatement

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit	Exhibit

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH JIM KAUFMAN LAWN CARE FOR 2024 WEED ABATEMENT

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

Section 1. That the bid of Jim Kaufman Lawn Care for City owned lots in district 6 for 2024 weed abatement be presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the Director of Economic and Community Development, or designee, is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Jim Kaufman Lawn Care for 2024 Weed Abatement.

PRESENTED and ADOPTED this 18th day of March 2024.

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk



**2024 CITY/MCT WEED ABATEMENT PROGRAM
CONTRACT AND
CONTRACTOR INFORMATION SHEET
CITY OF DECATUR, ILLINOIS
#1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
NEIGHBORHOOD INSPECTIONS
424-2783**

Contractor Name, Address and Phone Number

Phone: _____

DISTRICT: _____ 6 _____

RATE PER WORK ORDER: _____ \$25.00 _____

Mowing work orders will only be sent by email. Please provide email address.

Email: _____

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- Insurance must be maintained throughout the period of the contract per the bid specifications

The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

Contractor Signature

Date

SUBJECT: Resolution Authorizing the Execution of an Agreement with Swick's Lawn Care for 2024 Weed Abatement

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit	Exhibit

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
SWICK'S LAWN CARE FOR 2024 WEED ABATEMENT**

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

Section 1. That the bid of Swick's Lawn Care for City owned lots in district 4 for 2024 weed abatement be presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the Director of Economic and Community Development, or designee, is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Swick's Lawn Care for 2024 Weed Abatement.

PRESENTED and ADOPTED this 18th day of March 2024.

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk



**2024 CITY/MCT WEED ABATEMENT PROGRAM
CONTRACT AND
CONTRACTOR INFORMATION SHEET
CITY OF DECATUR, ILLINOIS
#1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
NEIGHBORHOOD INSPECTIONS
424-2783**

Contractor Name, Address and Phone Number

Phone:

DISTRICT: <u>4</u>	RATE PER WORK ORDER: <u>\$55.00</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Mowing work orders will only be sent by email. Please provide email address.

Email:

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- Insurance must be maintained throughout the period of the contract per the bid specifications

The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

Contractor Signature

Date

SUBJECT: Resolution Certifying and Adopting the City of Decatur Public Transportation Agency Safety Plan Amendment

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
PTASP	Backup Material

TRANSPORTATION SERVICES DEPARTMENT

No. _____

March 18, 2024

TO: Lisa Gregory, Mayor Pro Tem and City Council Members

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

SUBJECT: Resolution Certifying and Adopting the City of Decatur Public Transportation Agency Safety Plan Amendment.

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the certification and adoption of the amended City of Decatur Public Transportation Agency Safety Plan Amendment.

As part of our Federal funding obligations through the Federal Transit Administration (FTA) every entity who supports public transportation is required to have an active Public Transportation Agency Safety Plan (PTASP). Our PTASP was originally created and adopted in 2020. In 2023 The Federal Government made amendments and updates to the PTASP Final Rule causing us to amend our PTASP.

The major changes in the PTASP are:

1. Updating the point of contact information from a person to a position.
2. Adding in a Pandemic Response Section.

BACKGROUND: City Council approved and adopted the Public Transportation Agency Safety Plan on December 21, 2020 referenced Resolution No. R2020-184.

INPUT FROM OTHER SOURCES: City staff.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: Should the City Council have any questions; they may contact Lacie Elzy at 217-542-3559 or lelzy@decaturil.gov.

RESOLUTION NO. _____

**RESOLUTION CERTIFYING AND ADOPTING THE CITY OF DECATUR
TRANSPORTATION AGENCY SAFETY PLAN AMENDMENT**

Whereas, the provision of public transportation service is essential to the residents in Decatur and elsewhere; and

Whereas, on July 19, 2018, the FTA published the Public Transportation Agency Safety Plan (PTASP) Final Rule, which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement safety Management Systems (SMS); and

Whereas, on November 15, 2021 the Bipartisan Infrastructure Law was signed into law and requires certain updates to the FTA's PTASP requirements over the following five (5) years including updates to the PTASP identifying strategies related to exposure to infectious diseases through safety risk management processes.

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

Section 1. That the Mayor Pro Tem and City Council certify and adopt this safety plan and amendment, and they authorize and direct staff to execute the Public Transportation Agency Safety Plan on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 18th day of March 2024.

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk

Public Transportation Agency Safety Plan



City of Decatur **Public Transit**

December 2020

Amended March 2024

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Section 1. Transit Agency Information

General Information

Decatur Public Transit System	Accountable Executive: Transportation
555 E. Wood Street	Services Director
Decatur, IL 62523	SMS Executive:
Phone: 217.424.2959	Chief Safety Officer:

Modes of Service: Fixed Route Bus, Demand Response,

FTA Funding Sources: FTA Section 5307,

Modes of Service Directly Provided: None

The City of Decatur does not provide transit services on behalf of another transit agency or entity. The City contracts management and operations service for fixed route, and demand response services with one contractor. The service operates within the City limits

Contracted services are provided by MV Transportation. The City provides the facility and capital assets to the contractor to use in provision and support of services.

Contracted Service Information:

The Decatur Public Transit System (DPTS) under contract with MV Transportation operates and maintains 15 bus routes and a downtown trolley route on a pulse system with buses departing the downtown Transit Center at 15 and 45 minutes past each hour. Hours of operation are Monday through Friday from 5:30 A.M. to 7:15 P.M., Saturday from 6:15 A.M. to 7:15 P.M., and Sunday 9AM to 6PM No service is provided on major holidays, which include: Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

Complimentary paratransit service, Operation Uplift, is also provided by MV and operates a similar schedule to the fixed route. MV is responsible for eligibility, scheduling and dispatching and maintenance of the paratransit fleet.

The Agency Safety Plan addresses all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan.

Section 2. Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	Illinois Department of Transportation in cooperation with the City of Decatur		
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature	
Approval by the Board of Directors or an Equivalent Authority	Name of Individual/Entity That Approved This Plan	Date of Approval	
	Decatur City Council	12/21/2021, 3/18/2024 (amendment)	
	Relevant Documentation (title and location)		
Certification of Compliance	Name of Individual/Entity That Certified This Plan	Date of Certification	
	N/A		
	Relevant Documentation (title and location)		
	N/A		
Version Number and Updates <i>Record the complete history of successive versions of this plan.</i>			
Version Number	Section/Pages Affected	Reason for Change	Date Issued
#1	Pg 4, 19	Update to reflect personnel changes, added language for infectious disease, establish frontline employee feedback ASP	3/18/2024
Annual Review and Update of the Public Transportation Agency Safety Plan <i>Describe the process and timeline for conducting an annual review and update of the Public Transportation Agency Safety Plan.</i>			
<p>The City of Decatur provides no direct transit services. All operations services for public transit are contracted. The City provides oversight and contract management and meets a minimum of once a month with contractor to review their Safety Management Systems, compliance and contractual obligations.</p> <p>The City's Public Transportation Agency Safety Plan also referred to as Agency Safety Plan, will be jointly reviewed and updated by the City's Accountable Executive, and contractor Chief Safety Officers in July of each year. The</p>			

Accountable Executive will review and approve any changes, sign the revised Agency Safety Plan, and forward to the Decatur City Council for final review and approval.

Along with annual updates, The City may update the plan if the City:

- Determines its approach to mitigating safety deficiencies is ineffective;
- Makes significant changes to service delivery;
- Introduces new processes or procedures that may impact safety;
- Changes or re-prioritizes resources available to support Safety Management Systems and the Public Transportation Agency Safety Plan;
- Changes are made to facilities, equipment or rolling stock with a potential to safety;
- A change in contractors; and/or
- Significant changes to the City's organizational structure

Section 3. Safety Performance Targets

Safety Performance Targets Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.

The following targets were developed based on the transit safety data collected by Decatur Transit and anticipated service level changes.

Mode of Service	Fatalities (Total)	Fatalities (Rate) per 100kVRM	Injuries (Total)	Injuries (Rate) per 100kVRM	Safety Events (Total)	Safety Events (Rate) per 100kVRM	System Reliability
Fixed Route (MB)	0	0	8	0.88	2	0.219	3,510
Demand Response/ Paratransit (DR)	0	0	2	2.46	0	0.00	13,567

Safety Performance Target Coordination

Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.

Once targets are developed as part of the Plan update in July of each year, the City of Decatur will share and discuss those targets and amendments with the Decatur Area Transportation Study (DUATS) MPO and submit to IDOT at requested time.

Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	Illinois Department of Transportation	N/A
Targets Transmitted to the Metropolitan Planning Organization(s)	Metropolitan Planning Organization Name	Date Targets Transmitted
	Decatur Area Transportation Study (DUATS) MPO	7/1/2020, 8/1/2021, 8/1/2022, 7/1/2023

Section 4. Safety Management Policy

Safety Management Policy Statement

The City of Decatur strives to provide safe, reliable, comfortable, and innovative transportation options to every member of the community. The Public Transportation Agency Safety Plan (PTASP) has been developed to integrate safety into all Decatur Public Transit System (DPTS) operations. By using the procedures contained in the PTASP, DPTS can continue to improve the safety and security of the its transit contracting services.

This PTASP describes the policies, procedures, and requirements to be followed by DPTS management, to ensure a safe environment for contracted transit employees, riders, and the general public. The goal of this program is to eliminate the human and fiscal cost of avoidable personal injury and vehicle accidents.

DPTS and the service contractor have a responsibility under the PTASP. The Accountable Executive will provide the continuing support necessary to achieve the PTASP objectives. A key to the success of this effort is for contracted employees to be aware that they are accountable for safely performing the requirements of their contract. The success of the program also depends on all contracted employees actively identifying potential hazards and making a commitment to the safety of others.

DPTS and its contractor must be aware that decisions and actions often affect the safety of those in other operations. By following the processes described in the PTASP, DPTS will continue to monitor performance and the safety of the system while creating a culture of safety.

DPTS's commitment is to:

- **Support** the management of safety through the provision of appropriate resources that will result in an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as the attention to the results of the other management systems of the organization;
- **Integrate** the management of safety among the primary responsibilities of all DPTS staff, contract managers and employees;
- **Clearly define** for all contractor staff, managers, and employees alike, their accountabilities and responsibilities for the delivery of the organization's safety performance and the performance of DPTS's safety management system;
- **Establish and operate** hazard identification and analysis, and safety risk evaluation activities—including an employee safety reporting program as a fundamental source for safety concerns and hazard identification—to eliminate or mitigate the safety risks of the consequences of hazards resulting from DPTS contracted operations or activities to a point which is consistent with an acceptable level of safety performance;

- **Ensure** that DPTS and contractor will take no action against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures;
- **Comply** with, and wherever possible exceed, legislative and regulatory requirements and standards;
- **Ensure** that sufficient skilled and trained human resources are available to implement safety management processes;
- **Ensure** that contract staff provides adequate and appropriate safety-related information and training, are competent in safety management matters, and are allocated only tasks commensurate with their skills;
- **Establish and measure** safety performance against realistic and data-driven safety performance indicators and safety performance targets;
- **Continually improve** safety performance through contract management processes that ensure that appropriate safety management action is taken and is effective; and
- **Ensure** externally supplied systems and services to support operations are delivered, meeting established safety performance standards.

DPTS's Goals for Safety are established as follows:

- In collaboration with the contracted service provider, design, construct, test, and operate a transportation system that achieves an optimum level of safety performance of other transit systems of a similar size in the United States.
- Identify and evaluate, then eliminate or control hazards to contracted employees, customers, and the public.
- Ensure Contractor meet or exceed all government and industry occupational health and safety standards and practices.

The objectives of the PTASP are the means to achieving its goals. They also provide a method of evaluating the effectiveness of DPTS's safety efforts. The PTASP objectives for DPTS and contractor are:

- Integrate safety management and hazard control practices within each contracted service provider.
- Assign responsibilities for developing, updating, complying with, and enforcing safety policies, procedures, and requirements.
- Verify compliance with the contractor's safety policies, procedures, and requirements through performance evaluations, accident/incident trends, and contract oversight.

- Investigate all accidents/incidents, including identifying and documenting the causes for the purpose of implementing corrective action to prevent a recurrence.
- Increase investigation and systematic documentation of near misses.
- Identify, analyze and resolve safety hazards in a timely manner.
- Minimize system modifications during the operational phase by establishing and utilizing safety controls at system design and procurement phases.
- Ensure that system modifications do not create new hazards.
- Train employees and supervisors on the safety components of their job functions.

The City takes these commitments seriously as the lives of City riders, contracted employees, and the general public depend on the City's ability to oversee the contractor's culture of safety.

Accountable Executive

Date

Safety Management Policy Communication

DPTS realizes the importance of ensuring its employees and riders are aware of DPTS's safety management policies and procedures to effectively manage the system's day to day operations. DPTS meets weekly with the contractor to review performance and safety.

Contracted Employees: DPTS is constantly evaluating existing contractor policies and procedures to verify their effectiveness. To do this, DPTS seeks input from all staff, including other DPTS departments, to determine if change is necessary based on trends, data analysis, operational changes or new assets. Several methods are used to communicate policy and/or procedure changes, including:

- ◆ Formal notice to contractor
- ◆ Informal communication to contractor
- ◆ Contract amendments
- ◆ The Contract

In addition to DPTS safety notices and communication with the contractor, MV Transportation provides, through their regional and National offices additional safety instruction, safety notices and processes to improve risk management. This National company collects safety data from all its contracts and monitors performance and safety events to identify trends or contracts where safety is below MV Transportation standards. DPTS ensures through oversight, the contractor is following their company-wide Agency Safety Plan {ASP} which has been provided to DPTS.

Depending on the importance of the policy or Standard Operating Procedure (SOP) change, an acknowledgement signature is required of each employee verifying their understanding of the change.

The contract with MV Transportation began recently and took effect January 1, 2020. The City has a collective bargaining agreement with Amalgamated Transit Union set to expire in the Spring of 2020.

Riders: If a rider policy is changed or added, DPTS and contractor notifies riders through the following methods:

- ◆ Notice posted on vehicle and facilities including effective date and who to contact for more information
- ◆ Changes to digital rider guidance including schedules and ride guides as appropriate
- ◆ Public Meetings
- ◆ Social Media and Website Service Notices
- ◆ Any services impacted by policies changes will include outreach as required by Federal Guidance.

Authorities, Accountabilities, and Responsibilities

As mentioned in the Safety Policy Statement, the ultimate authority for the success of this PTASP falls to the Accountable Executive (AE), DPTS department managers, contract managers, as well as employees fulfilling their commitment to safety on a day-to-day basis support the AE.

Accountable Executive (AE): The AE will determine, based on feedback from DPTS staff and contractor, the level of Safety Management System {SMS} principals to maintain to ensure a safe work environment, rider experience and community safety. DPTS's AE is committed to providing contracts that will enable

contract management to provide the tools and training needed to be successful and safe providing service for OPTS.

The AE, John Williams, and his staff will provide contract oversight and monitoring to include accountability for all aspects of safety. The AE is responsible for developing the RFP process for contracted service and will include language relative to the responsibility of the contractor to manage and operate service using SMS principals. Though contractors are not required under 49 CFR Part 673 to develop their own PTASP, they are required to follow SMS methods of managing risk to include compliant Employee Safety Reporting Program. MV Transportation has developed a Transit Agency Safety Plan for all its employees to follow and the City ensures the Plan is being followed.

SMS Executive (SME): The Safety Management Systems Executive will serve as an intermediary between the contractor's Chief Safety Officer and the Accountable Executive associated with a contract with Decatur Public Transit. The position requires oversight and interaction with contract operations, maintenance, human resources, training and safety to ensure the Agency Safety Plan is being followed and a culture of safety is present among all contract employees.

Chief Safety Officer (CSO): The DPTS CSO, works with the contracted service and is responsible for ensuring safety elements in the following areas are properly managed with the intent of creating a culture of safety. The CSO will participate in training relative to their role in implementing SMS per requirements in 49 CFR Part 673. For DPTS the CSO shall be the General Manager of the Contracted Transportation Service Provider.

- Implementing an Employee Safety Reporting Program
- Establishing Safety Performance Targets and Measures
- Raising awareness of Safety Risk Management, including:
 - o Safety Hazard Identification
 - o Safety Risk Assessment
 - o Safety Risk Mitigation
- Assuring Safety via a Safety Assurance
 - o Safety Performance Monitoring and Measurement
- Promoting Safety through the following methods and key staff:
 - o Competencies and Training
 - o Safety Communication
 - o Assigning an Accountable Executive
 - o Customer Service and Compliance Manager
 - o Training the Contractor General Manager
 - o Contractor Operations Manager
 - o Contractor Facility and Vehicle Maintenance Manager
 - o Contractor Safety and Training Manager
 - o Contractor Paratransit Operations Manager
 - o Contractor Human Resource Generalist
- Maintains Safety Management Systems documentation
- Direct hazard identification and safety risk assessments
- Monitor safety risk mitigation activities

- Provide monthly safety performance reports to the AE
- Facilitate and document Safety Committee meetings
- Develop and implement Safety Management Systems training
- Conduct safety analysis to identify trends
- Initiate root cause analysis through investigation of safety events

The following key contractor staff positions will support the City's Agency Safety Plan and implement SMS principles in their respective roles within the organization.

Contractor Facility and Vehicle Maintenance Manager

- o Total maintenance (labor and parts) cost per system
- o A monthly report regarding road calls including major breakdowns
- o A monthly report regarding the cost of in-house repairs (both labor and parts) per mode of transit service
- o A monthly report of facility inspections and repair completed
- o Participates in root cause occurrence investigations

Contractor Operations Manager

- o Ensures the trainers of operators and maintenance personnel conduct and document evaluations for operators and maintenance personnel
- o Reviews quarterly data provide by the Chief Safety Officer and trainers, and use that information to modify existing training or create new training
- o Participates in root cause occurrence investigations
- o Communicates with Chief Safety Officer on Safety Management System elements like Hazard Identification, Hazard Assessment, Hazard Mitigation and Follow-up of mitigation strategies.

Contractor Information Technology Manager

- o Ensures that Decatur Transit data is protected from cyber-crime and viruses
- o Maintains software with required updates
- o Communicates with technology vendors if problems occur
- o Assists personnel with technology issues or questions
- o Oversees social media platforms and the transit system's web site

Contractor Quality Assurance Manager

- o Works with all departments to ensure local, State and Federal regulations are being followed
- o Reviews inspections and evaluations conducted by outside agencies
- o Ensures data collection and reporting methods are consistent with the City's contract

Contractor Paratransit Manager

- o Ensures paratransit operators are meeting the City's training standards for working with persons with cognitive and physical disabilities

- o Oversight of service following Americans With Disabilities (ADA) Act requirements under Federal Transit Administration's 49 CFR part 27, 37 and 38
- o Conduct outreach when necessary to care givers or human service agencies to provide appropriate transportation services for individuals having difficulty using the paratransit transportation services
- o Identify areas of training needing modifications based on incident trends, new regulations or feedback from employees

Contractor General Manager

- o Provide oversight and management of all City of Decatur contracted services
- o Communicate with the AE on a regular basis to update on services provided
- o Work with management staff to address identified safety risks or hazards
- o Oversee safety mitigation strategies
- o Ensure a high level of system safety in all departments
- o Conduct weekly management meetings to discuss safety and performance of contracted services

Contractor Training Manager

- o Identify training programs needing modifications based on trends, regulation changes or Best Practices found through communications with local, State and Federal subject matter experts
- o Ensure employees are performing to the training standards
- o Ensure all trained employees are trained to proficiency
- o Track, document and maintain all safety information
- o Ensure all employees are current on training certifications, refresher training programs and new policy training
- o Coordinate with Operations and Maintenance Departments on training needs
- o Initiate, maintain and modify Safety Management System principles as needed to ensure the Agency Safety Plan (ASP) is being followed by all contracted employees
- o Participate in monthly safety committee meetings and convene the committee if a safety event occurs and immediate mitigation strategies are necessary

Customer Service Manager

- o Work closely with Customer Service Representatives to identify safety and customer service issues needing immediate action
- o Review safety data entering through Customer Service feedback opportunities like social media, direct contact, phone comments and surveys
- o Design surveys to identify the passenger's experience
- o Ensure all aspects of the contracted services are following the clearly defined contract with the City
- o Provide monthly reports to the City on customer service data

Employee Safety Reporting Program

As part of the contracting process beginning in July of 2020, the City will require each contracted service provider to include an Employee Safety Reporting Program (ESRP) as part of their responsible bid

package. The ESRP will include the importance of safety and hazard reporting, elements covering retaliation assurances for reporting safety risks and penalties for false reporting.

The City, in addition to its internal Employee Safety Reporting Program, will require all contractors to develop an Employee Safety Reporting Program that applies to staff associated with Decatur Public Transit Service. The City as part of its oversight, will require reporting data on a monthly basis as part of the required performance and safety data reports.

All hazards reported through the Employee Safety Reporting Program go straight to the Chief Safety Officer for review, assessment, investigation, mitigation and follow-up. If the hazard directly impacts the working relationship between two or more employees, the Chief Safety Officer will ensure no retaliation or hostile work environment will take place. The City and its contractors will ensure that no action will be taken against any employee who discloses a safety concern through the respective Employee Safety Reporting Program unless the employee engaged in the following:

- Willful participation in illegal activity, such as assault or theft;
- Gross negligence, such as knowingly utilizing heavy equipment for purposes other than intended such that people or property are put at risk; or
- Deliberate or willful disregard of regulations or procedures, such as reporting to work under the influence of controlled substances.

The contractor's Employee Safety Reporting Program encourages employees who identify safety concerns in their day-to-day duties to report them to senior management in good faith without fear of retribution. There are many ways employees can report safety conditions:

- Report conditions directly to the dispatcher, who will add them to the daily Operations Log.
- Report conditions anonymously via locked comment box in the driver area.
- Report conditions directly to any supervisor, manager, or director.

Examples of information typically reported include:

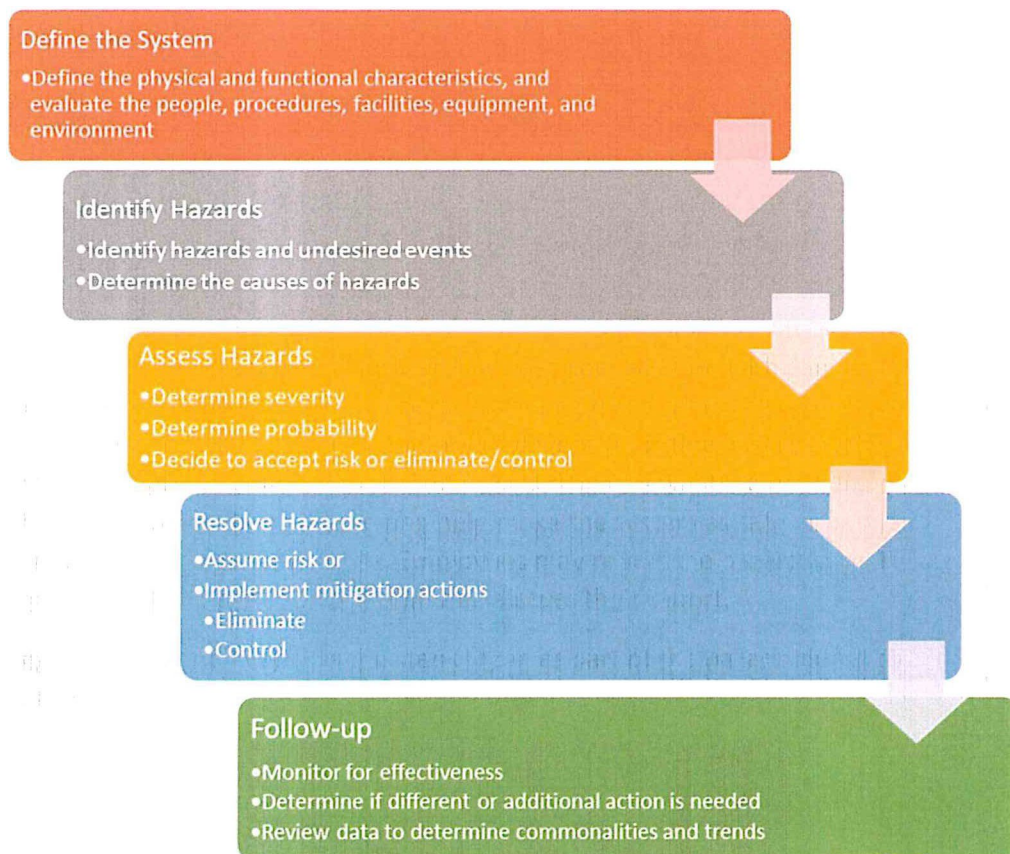
- Safety concerns in the operating environment (for example, county or city road conditions or the condition of facilities or vehicles);
- Policies and procedures that are not working as intended (for example, insufficient time to complete pre-trip inspection);
- Events that senior managers might not otherwise know about (for example, near misses); and
- Information about why a safety event occurred (for example, radio communication challenges).

The current contractor, MV Transportation, includes an ESRP that applies to staff associated with the DPTS contract including all operations and support personnel. DPTS as part of its oversight, will require reporting data on a monthly basis as part of the required performance and safety data reports.

City of Decatur Responsibility

The City takes every hazard report seriously and in close coordination with contractors, investigates each one to determine if it's an isolated case, or emerging trend requiring evaluation of policies and procedures or service modifications. Contractor employees reporting hazards will not face disciplinary action unless that employee contributed to the hazard. The City wants to encourage all employees to report any hazard or threat they observe and help make the system as safe as possible for its employees, riders, and the general public. Employees may report the hazard to their immediate supervisor or go directly to the CSO to submit and discuss their report.

The following process chart illustrates the steps taken as part of the hazard identification process through the ESRP.



Safety Performance Targets and Measures

The City collects monthly data from contractors to include safety and performance data. This data is used annually to develop safety performance targets included in this plan. The City uses current and historic safety data to develop targets while also monitoring monthly data to identify trends requiring mitigation actions.

Section 5: Safety Risk Management

DPTS collects monthly data from contractor to include safety and performance data. This data is used annually to develop safety performance targets included in this plan. DPTS uses current and historic safety data to develop targets while also monitoring monthly data to identify trends requiring mitigation actions.

Contractors operating transit services for the City have risk management policies, procedures and processes in place to identify, assess and mitigate hazards. Any hazard identified is properly documented and provided to the City if needed as part of the monthly data collection process.

Documents related to risk management and monitoring are included in periodic site reviews. The City ensures all safety events are properly identified, assessed, investigated and mitigated. Each contractor has a process of conducting a root cause analysis and the results are conveyed to the City with information on each event. As part of the periodic inspections performed by the AE, safety event documentation is reviewed for SMS process of risk management.

The following are the methods and processes the contractors will use to identify hazards and consequences to hazards. Inspections are conducted and are an important source of information about hazards. Results from these inspections also help identify areas where mitigations designed and adopted to manage safety risks are not being carried out as required.

Inspections include personnel, vehicles, facilities and data that identify potential safety concerns or potential safety events. Inspections focus on the following:

- Compliance with rules and regulations, which may identify:
 - Non-compliance with safety rules
 - Challenges in complying with safety rules, and
 - Emerging practices
- Operations personnel fitness-for-duty checks, which may identify:
 - Impairment
 - Fatigue
 - Attentiveness
 - Absence of corrective lenses
 - Apparent injuries, and
 - Uniform or equipment issues
- Radio or digital communication checks, which may identify defective equipment, low or no signal zones, or employee procedures not being followed
- CDL and operator citation checks, which may identify driver non-compliance with driving regulations and requirements
- Pre/Post-trip inspection, which may identify vehicles being used without proper inspections to identify safety defects
- Vehicle inspection, which may identify a series of defects in components and part with the potential to impact the safety performance of the vehicle

- Facility inspection, which may identify conditions with the potential to impact the safety of employees, passengers or the public

Inspections conducted include:

- **Facility Inspections** - Routine facility inspections will be conducted monthly by the Contractor's Facility and Vehicle Maintenance Manager to identify hazardous conditions of the facilities and hazardous behaviors of the employees. The inspections will be documented in writing and reported to the Chief Safety Officer.

- **Bus Stop Inspections** - Bus stops, and transfer points, will be inspected at least monthly to identify unsafe conditions and Americans with Disabilities Act (ADA) compliance issues. The inspection will be documented in writing and shared in a summary report to the Contractor Facility and Vehicle Maintenance Manager and Chief Safety Officer. Operators will be responsible for notifying dispatch if they notice a hazard at any stop.

- **Pre-Trip and Post-Trip Inspections** - Pre-Operation vehicle inspections are conducted before each vehicle enters revenue service. The Pre-Trip inspection requires the operator to conduct a systematic inspection of the interior, exterior and mechanical operations of the vehicle. Maintenance staff is available if a safety, mechanical or cleaning defect is found. The maintenance staff will determine if repairs can be made without disrupting service or if a replacement vehicle will be provided. Post trip inspections are required and are meant to document any issues experienced with the vehicle during revenue service. All Pre and Post Inspections are reviewed by the maintenance department daily.

- **Routine Preventive Maintenance Vehicle Inspections** - Preventive maintenance inspections are conducted based on mileage and manufacture recommended intervals. The inspections follow manufacturer's guidelines and provide an opportunity to identify mechanical degradation, replace parts, identify safety hazards, and ensure the vehicle is ready for revenue service. Any hazards identified are reported on inspection documents and deficiencies are corrected or the vehicle is placed out of service using lock out/tag out procedures until corrections can be made.

Other hazard identification methods include:

- **Results of the annual Transit Asset Management Condition Assessments** - Facilities, rolling stock and equipment are inspected annually as part of the update to The City's Transit Asset Management (TAM) Plan as required by the Federal Transit Administration's 49 CFR Part 625. The Contractor's Facility and Vehicle Maintenance Manager will conduct the assessments to ensure the contractor's fleet is in a State of Good Repair (SGR) and per the Federal Transit Administration regulation and the City's Transit Asset Management Plan. Results from these assessments will be provided to the Accountable Executive.

- **Employee Observations** - Through the City's Employee Safety Reporting Program, Safety Committee meetings, training programs and open-door policies, the contractor will document, assess and mitigate safety risks identified by employees.

- **Federal Transit Administration (FTA) Notices and Announcements** - The contractor's Safety and Training Manager will monitor updates, best practices and training opportunities through the Federal Transit Administration's Office of Safety and Security web notification process. The

notification process provides information on safety trends across the country and provides remedies to trending safety hazards.

- **Transit Industry Peer Information** - The contractor will maintain information sharing with local, State and National transportation peers to share ideas and solutions to safety issues affecting transit systems. This includes participation in the Illinois Transportation Association, interaction with Illinois Department of Transportation, and Illinois transit systems. On a National level, the contractor and the City employees will monitor information relative to transit safety through American Public Transit Association (APTA), Community Transportation Association of America (CTAA), National Transit Institute (NTI), Transportation Safety Institute (TSI) and National Transportation Safety Board (NTSB).
- **Customer Feedback** - The contractor's Customer Service Manager will share information on safety and performance complaints and document these complaints for mitigation and analysis.
- **Near Miss Reports** - Employees will be encouraged to report near miss incidents utilizing the Employee Safety Reporting Program, Hazard Reporting Form or Incident Report. These incidents will be investigated and analyzed for trends or isolated occurrences. Subject matter experts may be called upon to assist in mitigating a hazard based on the near miss.
- **Workers Compensation Claims** - The City and its contractor will monitor Workers Compensation Claims to identify trends, conduct root cause analysis and develop mitigation strategies to create a safer working environment for contract employees.
- **Safety Event Data** - The City's contractor will document and summarize safety events monthly as part of the contract with the City, but also to conduct analysis on trending safety data which may be indicators of safety risk.
- **Infectious Disease Mitigation** - The City and its contractor will work within guidelines established by the Centers for Disease Control and Prevention (CDC), along with the Illinois Department of Public Health (IDPH) and the DeKalb County Health Department to mitigate against the spread of infectious disease. Mitigation strategies may include, but will not be limited to, increased cleaning frequency, suspension of fares, and masking requirements.

Contractors will provide a safety committee to review all safety events, perform root cause analysis, review mitigation strategies and make safety recommendations to the Chief Safety Officer and Accountable Executive. In addition, contractors will schedule and conduct monthly safety meetings to communicate current safety concerns, provide feedback on existing mitigation actions taken as a result of safety event or concern and share safety and training information. The contractors have safety policies and procedures in place in cases of incidents or accidents, and a reporting process with designated forms to follow if there is a safety event or hazard identified.

The contractor's dispatch has a reporting process in place to document safety and security events, passenger complaints, fare disputes and any other situation outside of normal operating activities. The dispatch daily reports are meant to document these events and provide the ability for internal and external follow-up. Follow-up includes outcomes, employee response, and supervisor action.

Using Safety Management System principles, the Dispatch Report is used to identify a risk or hazard and then sent to Chief Safety Officer for review, assessment, investigation and follow-up. Once an internal investigation is completed by the contractor the report is sent to the Accountable Executive for further assessment.

Safety Hazard Assessment

As part of the accident investigation, incident investigation, or hazard identification process, an assessment will be conducted to determine the level of potential threat or hazard requiring immediate, delayed, or monitoring response. Each event assessment will include a determination of the likelihood of the event being repeated. If there is a potential for repeated safety events or hazards, the City and its contractor will review the related areas of the system for potential opportunities to reduce risk through modifications.

In some cases, it may be as simple as modifications in training, but in other cases, it may extend to policies, procedures, processes, or personnel. The following tables indicate how the agency can assign values and measure risk to ascertain the severity and probability of operational hazards.

Table 1. Risk Assessment Matrix

Risk Assessment Matrix				
Likelihood/ Severity	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	HIGH	HIGH	HIGH	MEDIUM
Probable (B)	HIGH	HIGH	MEDIUM	MEDIUM
Occasional (C)	HIGH	MEDIUM	MEDIUM	LOW
Remote (D)	MEDIUM	MEDIUM	LOW	LOW
Improbable (E)	LOW	LOW	LOW	LOW

Table 2. Safety Risk Index

Safety Risk Index	Criteria by Index
HIGH	<u>Unacceptable – Action Required:</u> Safety risk must be mitigated or eliminated.
MEDIUM	<u>Undesirable – Management Decision:</u> Executive management must decide whether to accept safety risk with monitoring or require additional action.
LOW	<u>Acceptable with Review:</u> Safety risk is acceptable pending management review.

Safety Risk Mitigation

The City currently mitigates risk as it happens in coordination with its contractors. Actions taken might include route changes due to construction or ensuring that there is a spare bus in case of breakdown or safety event. These actions are taken as a result of identifying potential risk to employees or passengers and preparing for the likelihood of an accident/incident resulting in service disruption. The Contractors in coordination with the AE are responsible for conducting route analysis and reviews for determining safety and performance. All route or service reviews must be documented properly to include safety elements. Information collected from route and demand response manifest reviews are provided to the Safety Committee for evaluation during monthly safety meetings. Contract managers also review the documents for safety and performance information.

Safety Management System principles dictate that transit employees must document when mitigation actions are taken. Documentation is essential to understanding whether actions taken were appropriate to the level of risk or if additional actions are necessary. By documenting hazards, hazard assessments/investigations and mitigation actions, The City is collecting information to analyze trends and effective responses. It is also required as part of the safety performance target development mentioned in Section 3.

Section 6: Assurance

Monitoring Compliance Activities

The City has monitoring practices in place for Federal and State compliance, including 49 CFR Part 673. A process for determining effectiveness of the Agency Safety Plan includes the collection of data for analysis to determine trends. Various software programs are used to monitor safety in Maintenance, Operations, Customer Service, Training and Human Resources areas.

The Chief Safety Officer for each contract is responsible for reviewing all safety events, mitigation strategy, reviewing events and recommending any necessary disciplinary action. They work closely with all departments and communicates well. The Chief Safety Officer is not only responsible for internal reporting to the contractor headquarters, but also for external reporting to the City's Accountable Executive.

The contractors Operations Department is responsible for monitoring and modifying routes, primarily for performance reviews. Safety elements added to the existing service performance review allows safety data to be collected with route proposals or modifications.

Customer service representatives monitor incoming customer feedback and if safety issues are presented, the customer service representative forward the documented customer feedback to the appropriate department for further investigation.

Monitoring Service

The City collects performance and safety data from its contractor as required by the contract. The data includes safety performance targets as required by the FTA's National Transit Database and Illinois

Department of Transportation. The Accountable Executive evaluates this information to identify trends in performance and safety. If anomalies are noted in the data, contact with the contractor will be made by AE to identify the cause.

The monthly data collected include:

- Passenger Counts by Route by Day
- Total Revenue Hours
- Accident Logs (Preventable/Non-Preventable) (AFR)
- Employee Injuries (IFR)
- Complaints (Valid/Invalid)
- Road Calls (Vehicle Breakdowns that Require Maintenance to Scene and/or Towing)
- Monthly National Transit Database (NTD) Reports including the following:
 - Fatalities
 - Injuries
 - Safety Events
 - System Reliability
 - Vehicle Inspection Reports (Maintenance and Daily Vehicle Inspection Reports)
 - Facility/Equipment Inspections

The City uses an Excel program to track these data points and conduct analyses to identify trends.

Additionally, the City's AE or designated staff will visit the contractor facility and vehicles periodically to conduct reviews of assets, records, and processes to ensure adherence to contractual obligations and Federal compliance issues.

Investigation of Activities

The AE and associated staff will establish and carry out a schedule of regular safety inspection tours of the contractor facility. The main purpose of this safety inspection will be to highlight any unsafe conditions or acts that might exist and effectuate corrective actions before an accident can occur. A regular dialogue will take place between the AE and management of both contracted organizations. The AE or its designee will make a written report of their findings.

The contractor will conduct daily, monthly and annual reviews of employees, assets, policies, procedures, training, and processes to ensure that they are meeting the intent of Safety Management System principles and City required safety policies and performance. These safety reviews include but are not limited to the following.

- Vehicle Pre/Post-trip inspections;
- Facility reviews including shelters, transfer points, bus stop signs, maintenance facilities; administrative facilities, storage, and parking areas;
- Preventive maintenance program;

- Employee evaluations – video reviews, ride-along assessments, follow-along assessments;
- Policy and procedure reviews;
- Fire Marshall and/or OSHA reviews;
- Assessments of technology;
- Review and monitoring social media compliments and complaints;
- Threat and vulnerability assessments;
- Route evaluations for safety and performance — new and existing; and
- Training program effectiveness.

The City has established safety performance goals within its contractor and will maintain accurate records of performance and accidents. These goals and records will be reviewed regularly and appropriate action will be taken as a measure of managerial and supervisory proficiency. The AE will be responsible for reviewing all accident and investigation reports as they occur, within 24 hours of the incident. All accidents will be investigated thoroughly regardless of severity through root cause analysis conducted by the contractor and the AE. Information derived from investigation and analysis may lead to changes in policy, procedures, or processes to mitigate or reduce future occurrences.

Section 7: Safety Promotion

Safety Training

Training programs for the contractor relate to safety, policies, procedures, Federal, State and local regulatory compliance and performance monitoring related to efficiency, productivity, and safety. The contractor also provides thorough new hire training and remedial/refreshers training. Additionally, contract employees receive training from outside organizations like local first responders as well as Federal, State and local training programs.

As part of the annual training curriculum, and as required by contract, the City will require the contractor to be flexible to include additional or replacement training based on current safety trends requiring new or revised training as part of the safety mitigation strategy. As mentioned in Section 6, trends in safety data through safety performance measurement will allow the City and its contractors to identify if there is an upward trend in a particular safety category and respond with appropriate training to prevent incidents from occurring.

Training files are included in periodic site reviews by the AE or his designee to ensure training programs are kept current and are relative to current events or trends in safety. All contracted employees must meet the contractual training requirements and achieve proficiency before operating in revenue service without supervision.

Additional evaluations above and beyond normal frequency will be conducted on new employees or employees required to take remedial training to ensure they are performing to the training standard. If not, additional training or counseling may be conducted or termination if all methods have been

exhausted.

Safety Communication

The City's contractors display information relating to safety warnings in various locations for easy employee visibility, including breakrooms, dispatch areas and in garages. Any changes made to policies, procedures or processes is distributed to all employees impacted by the change. In turn, training programs, employee handbooks and all relevant documents, including policies or procedures, are updated to reflect the change. If the change is considerable, the City may require training of contracted employees prior to release of the change to ensure employees understand the change.

The City's contractors will notify their employees of policy, procedure or process changes through various methods including but not limited to the following:

- Memorandum;
- Bulletin board posting;
- Training; and
- Electronic notification process, such as emails.

Weekly or monthly contractor meetings and Safety Committee meetings are also used to convey hazard or safety issues that have been identified with mitigation actions being taken. Minutes of the meeting are taken, and contractor management staff attend. The meetings are meant to discuss safety event response, mitigation analysis, trend analysis, training and safety performance measures.

Section 8: Additional Information

This PTASP was developed from information in the contractor documents, policies and procedures, and manuals listed below:

- Transit Service Provider Agreement
- Vehicle Maintenance Plans
- Facility Maintenance Plans
- Transdev Employee Handbook
- Transdev Safety Security and Emergency Preparedness Plan (SSEPP)

Section 9: Definitions of Terms Used in the Safety Plan

The City of Decatur incorporates all of FTA's definitions from 49 CFR § 673.5 of the Public Transportation Agency Safety Plan regulation.

• **Accident** means an Event that involves any of the following: Loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.

Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out

the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

- **Equivalent Authority** means an entity that carries out duties similar to that of a Board of Directors for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.
- **Event** means any Accident, Incident, or Occurrence.
- **Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- **Incident** means an event that involves any of the following: a personal injury that is not serious; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
- **Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
- **National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.
- **Occurrence** means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.
- **Operator** of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302.
- **Performance measure** is an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
- **Performance target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.
- **Public Transportation Agency Safety Plan (or Agency Safety Plan)** means the documented comprehensive Agency Safety Plan for a transit agency as required by 49 U.S.C. 5329 and Part 673.
- **Risk** means the composite of predicted severity and likelihood of the potential effect of a hazard.
- **Risk mitigation** means a method or methods to eliminate or reduce the effects of hazards.
- **Safety Assurance** means a process within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
- **Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its

employees in regard to safety.

- **Safety Management System** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation efforts. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
- **Safety performance target** means a performance target related to safety management activities.
- **Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
- **Safety risk assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
- **Safety Risk Management** means a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.
- **Serious injury** means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second or third-degree burns, or any burns affecting more than 5 percent of the body surface.
- **Transit agency** means an operator of a public transportation system.
- **Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.

Section 10: Commonly Used Acronyms

Acronym	Word or Phrase
ADA	American's with Disabilities Act of 1990
ASP	Agency Safety Plan (also referred to as a PTASP in Part 673)
CFR	Code of Federal Regulations
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
IDOT	Illinois Department of Transportation
MPO	Metropolitan Planning Organization
Part 673	49 CFR Part 673 (Public Transportation Agency Safety Plan)
SMS	Safety Management System
U.S.C.	United States Code
VRM	Vehicle Revenue Miles

Appendix

SUBJECT: Resolution Certifying and Adopting the FTA Drug & Alcohol Policy for the City of Decatur Transportation Services Department

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
FTA Drug & Alcohol Policy	Backup Material

TRANSPORTATION SERVICES DEPARTMENT

No. _____

March 18, 2024

TO: Lisa Gregory, Mayor Pro Tem and City Council Members

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

SUBJECT: Resolution Certifying and Adopting the FTA Drug & Alcohol Policy for the City of Decatur Transportation Services Department.

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the certification and adoption of the FTA Drug & Alcohol Policy for the City of Decatur Transportation Services Department.

As part of our Federal funding obligations through the Federal Transit Administration (FTA) every entity who supports public transportation and has safety sensitive employees is required to adopt and adhere to the FTA's Drug & Alcohol Program encompassed in 49 CFR Part 665 and which can be found in the attached policy.

BACKGROUND: Although the City of Decatur has a Drug & Alcohol Policy for safety sensitive positions, it does not fully cover the Regulations found at 49 CFR Part 665.

INPUT FROM OTHER SOURCES: City staff.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: Should the City Council have any questions; they may contact Lacie Elzy at 217-542-3559 or lelzy@decaturil.gov.

RESOLUTION NO. _____

**RESOLUTION CERTIFYING AND ADOPTING THE FTA DRUG & ALCOHOL
POLICY FOR THE CITY OF DECATUR TRANSPORTATION SERVICES
DEPARTMENT**

Whereas, the provision of public transportation service is essential to the residents in Decatur and elsewhere; and

Whereas, the Omnibus Transportation Employee Testing Act of 1991 mandated the Secretary of Transportation to issue regulations to combat prohibited drug use and alcohol misuse in the transportation industry; and

Whereas, on May 2, 2023 the Department of Transportation amended the Drug & Alcohol Final Rule of 2019 found at 49 CFR Part 655 requiring the City of Decatur to update and adopt the FTA's Drug & Alcohol Program for all safety sensitive employees funded through the Urbanized Area Formula Grants Section 5307.

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

Section 1. That the Mayor Pro Tem and City Council certify and adopt this FTA Drug & Alcohol Policy, and they authorize and direct staff to execute the City of Decatur Transportation Services Department FTA Drug & Alcohol Policy.

PRESENTED and ADOPTED this 18th day of March 2024.

Lisa Gregory, Mayor Pro Tem

ATTEST:

Kim Althoff, City Clerk



CITY OF DECATUR TRANSIT DIVISION 555 E. WOOD STREET DECATUR, IL 62523

ANTI-DRUG & ALCOHOL-MISUSE POLICY

Section 1 – POLICY STATEMENT

This policy complies with the U.S. Department of Transportation 49 CFR Part 655, as amended, that mandates drug testing and alcohol testing for safety-sensitive positions, and with 49 CFR Part 40, as amended, that sets standards for the collection and testing of drug and alcohol specimens. A copy of 49 CFR Part 40 and Part 655 will be available for review upon request by a covered employee, or can be found on the internet at the Dept. of Transportation's Office of Drug and Alcohol Policy and Compliance website <http://www.transportation.gov/odapc>.

This policy applies to all safety-sensitive public transportation system employees and contractors when they are on public transportation property or when performing any public transportation-related safety-sensitive functions. All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

The policy becomes effective March 13, 2024.

Portions of this Policy in bold and underlined reflect the public transportation's independent authority. Any drug and/or alcohol test performed under the public transportation's authority will be conducted on non-DOT forms.

Any questions or assistance needed regarding the employer's FTA drug & alcohol testing program should be directed to:

NAME(S): LACIE ELZY OR RILEY FANNING

OFFICE LOCATION: 555 E. WOOD STREET, DECATUR, IL 62523

PHONE: Lacie – (217) 542-3559 / Riley – (217) 542-3559

Section 2 - DEFINITIONS

ALCOHOL USE. The drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.

ASD (ALCOHOL SCREENING DEVICE). A breath or saliva device, other than an evidential breath testing device, that is approved by the National Highway Traffic Safety Administration (NHTSA) and appears on ODAPC's (Office of Drug & Alcohol Policy & Compliance) Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids" because it conforms to the model specifications from NHTSA.

BAC means breath alcohol concentration.

BAT (BREATH ALCOHOL TECHNICIAN) is an individual who instructs and assists individuals in the alcohol testing process and operates an EBT. A BAT may also act as a Screening Test Technician (STT) who instructs and assists individuals in the alcohol testing process and operates an ASD.

CANCELED TEST is a drug or alcohol test that has a problem identified that cannot be or has not been corrected, or in which 49 CFR Part 40 otherwise requires a test to be cancelled. A cancelled test is neither a positive nor a negative test.

COLLECTOR is a person who instructs and assists individuals at a collection site and who receives and makes a screen examination of the urine specimen provided by individuals.

CONFIRMATION (or confirmatory) TEST - In drug testing, a second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or drug metabolite. In alcohol testing, a second test, following a screening test with a result of 0.02 or higher that provides a quantitative data of alcohol concentration.

CONSORTIUM is the FTA Drug and Alcohol Testing Consortium (hereinafter called the Consortium) administered by the Mid-West Truckers Association. The Consortium is a service agent that provides and coordinates the provisions of a variety of drug and alcohol testing services through other service agents for its participants.

COVERED EMPLOYEE means a person, including an applicant or transferee, who performs or will perform a safety-sensitive function for an employer subject to the FTA regulations. A volunteer is a covered employee if the volunteer is required to hold a commercial driver's license to operate the vehicle or the volunteer performs a safety-sensitive function for this entity subject to the FTA regulations and receives remuneration in excess of his or her actual expenses incurred while engaged in the volunteer activity. (See Attachment 1 for listing of covered employee job titles.) Employee means the same as Covered Employee.

DER (DESIGNATED EMPLOYER REPRESENTATIVE) – An employee authorized by the public transportation to take immediate action to remove employees from safety-sensitive duties or cause employees to be removed from these covered duties and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of Part 40.

DISABLING DAMAGE means damage that precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs. Inclusion means damage to a motor vehicle, where the vehicle could have been driven, but would have been further damaged if so driven. Exclusions mean damage that can be remedied temporarily at the scene of the accident without special tools or parts; tire disablement without other damage even if no spare tire is available; headlamp or tail light damage; or damage to turn signals, horn, or windshield wipers, which makes the vehicle inoperable.

DOT means the U.S. Department of Transportation.

DRUGS – The drugs for which tests are required under Parts 40 and 655.

EMPLOYER means a recipient or other entity that provides public transportation service or which performs a safety-sensitive function for such recipient or other entity. This term includes sub-recipients, operators and contractors.

INITIAL TEST (or screening test) - In drug testing, the test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites. In alcohol testing, it is an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath or saliva specimen.

INVALID DRUG TEST is the result reported by an HHS-certified laboratory in accordance with the criteria established by HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

LABORATORY – Any U.S. laboratory certified by HHS under the National Laboratory Certification Program as meeting the minimum standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under Part 40.

MRO (MEDICAL REVIEW OFFICER) is a licensed physician (Medical Doctor or Doctor of Osteopathy) responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results. The MRO must be knowledgeable of and have clinical experience in controlled substances abuse disorders, including detailed knowledge of alternative medical explanations for laboratory confirmed drug test results. The MRO must be knowledgeable of issues relating to adulterated and substituted specimens as well as the possible causes of specimens having an invalid result. The Consortium has secured a contract with the qualified MRO (see Attachment 1).

PERFORMING A SAFETY SENSITIVE FUNCTION means a covered employee is considered to be performing a safety sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

PRIMARY SPECIMEN - In drug testing, it is the urine specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his or her system; and for the purpose of validity testing.

RECONFIRMED – The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

REFUSAL TO TEST (alcohol or controlled substances) means that a covered employee:

- 1) Fails to show up for any test (except a pre-employment test) within a reasonable time after being directed to do so by the employer;
- 2) Fails to remain at the testing site until the testing process is complete, provided that an employee who leaves the testing site before the testing process commences for a pre-employment test is not considered to have refused to test;
- 3) Fails to provide a urine specimen or fails to attempt to provide a saliva or breath specimen for any drug or alcohol test as required by this policy and 49 CFR Parts 655 and 40, provided that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences for a pre-employment test will not be considered to have refused to test;
- 4) In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring in providing a specimen;
- 5) Fails to sign the certification at Step 2 of the Alcohol Testing Form;
- 6) Fails to provide a sufficient amount of urine or a sufficient amount of breath, when directed; unless it has been determined, through a required medical evaluation, that there was an adequate medical explanation for the failure;
- 7) Fails or declines to take an additional test the employer or collector has directed the covered employee to take;

- 8) Fails to undergo a medical examination or evaluation as directed by the MRO as part of the verification process, or as directed by the employer concerning the evaluation as part of the shy bladder or insufficient breath procedures. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment;
- 9) Fails to cooperate with any part of the drug or alcohol testing process (e.g., refuses to empty pockets when directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector);
- 10) For an observed collection, fails to follow the observer's instructions to raise his/her clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the covered employee has any type of prosthetic or other device that could be used to interfere with the collection process;
- 11) Possesses or wears a prosthetic or other device that could be used to interfere with the collection process;
- 12) Admits to the collector or the MRO that the covered employee has adulterated or substituted the specimen;

It is also considered a refusal to test (which is the same as a positive test) when the covered employee refuses to test or when the MRO reports to the employer/Consortium that a covered employee has a verified adulterated or substituted drug test result. A covered employee who has refused to test will be immediately removed from performing safety-sensitive functions. The employer will provide the employee with names and phone numbers of SAP networks that will offer qualified SAPs available geographically to the employee.

SAFETY SENSITIVE FUNCTION means any of the following duties:

- (1) Operating a revenue service vehicle, including when it is not in revenue service;
- (2) Operating a non-revenue service vehicle requiring a commercial driver's license;
- (3) Controlling the dispatch or movement of a revenue service vehicle;
- (4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service, unless the employer receives funding under 49 U.S.C. 5311 and contracts out such services; or
- (5) Carrying a firearm for security purposes.

SAMHSA (SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION) - The federal agency under the Department of Health and Human Services (DHHS) responsible for the certification of laboratories used as part of the drug-testing program. The Consortium has secured a contract with a DHHS/SAMHSA certified laboratory (see Attachment 1).

SAP (SUBSTANCE ABUSE PROFESSIONAL) is a person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare. (See Attachment 1 for listing of SAPs).

SUBSTITUTED SPECIMEN is a urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

VERIFIED TEST is a drug test result or validity test result from a DHHS/SAMHSA-certified laboratory that has undergone review and final determination by the MRO.

Section 3 - PROHIBITED BEHAVIOR

49 CFR (Code of Federal Regulations) Parts 655 and 40 prohibit the use/misuse of controlled substances and/or alcohol by covered employees regulated by the FTA.

No covered employee will consume any illegal drug at any time. All employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in Part 40.

Prohibited drugs include:

- Marijuana
- Cocaine
- Phencyclidine (PCP)
- Opioids
- Amphetamines

Covered employees may be tested for drugs at any time during the workday. A covered employee shall be immediately removed from performing safety-sensitive functions after a positive, adulterated or substituted drug test result.

No covered employee shall refuse to submit to a drug or alcohol test (see Refusal to Test definition in Section 2) when required in accordance with 49 CFR Parts 655 and 40. A covered employee shall be immediately removed from performing safety-sensitive functions when he/she refuses to submit to a drug or an alcohol test.

The consumption of alcohol is prohibited while the covered employee is performing a safety-sensitive function. A covered employee shall be immediately removed from safety-sensitive functions while consuming or having consumed alcohol within four hours of reporting for such duties, or having a BAC of 0.04 or greater. No employer having knowledge of such conditions shall allow a covered employee to perform or continue to perform safety-sensitive functions.

No covered employee required to take a post-accident alcohol test shall use alcohol for up to eight hours after an accident or until the post-accident test is completed.

When a covered employee is on-call, the employer shall prohibit the covered employee from consuming alcohol for the specified on-call hours. On-call is defined as the covered employee being available by some means of a telecommunication device for a specified period of time, in order to report for duty if the need arises. The procedure shall include either the opportunity for the covered employee to acknowledge the use of alcohol at the time he/she is called to report to duty and his/her inability to perform his/her safety-sensitive function or the requirement that the covered employee take an alcohol test, if the covered employee has acknowledged the use of alcohol, but claims ability to perform his or her safety-sensitive function.

A covered employee tested under Section 4 of this policy who is found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall be immediately removed from performing safety-sensitive functions. The employer shall not allow a covered employee to perform or continue to perform safety-sensitive functions until the start of the covered employee's next regularly scheduled duty period, but not less than 8 hours following the administration of the alcohol test or, until another alcohol test is conducted on the employee and the result is less than 0.02. **Any covered employee who has an alcohol test result of 0.02 or greater, but less than 0.04, will be terminated.**

In addition, DOT has published 49 CFR Part 29, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to FTA. **All employees are subject to the provisions of the Drug-Free Workplace Act of 1988.**

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the DER no later than five days after such conviction.

The employer will provide the covered employee who has violated a drug and/or alcohol regulation with names and phone numbers of SAP networks that will offer qualified SAPs available geographically to the employee.

Section 4 – CIRCUMSTANCES FOR TESTING

(A) PRE-EMPLOYMENT TESTING - Before allowing a covered employee or applicant to perform a safety-sensitive function for the first time, the employer must ensure the employee or applicant takes a pre-employment drug test and receives a verified negative result. Pre-employment alcohol testing will not be conducted.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and the covered employee has not been in the random selection pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

When a covered employee or applicant has previously failed or refused a pre-employment drug test administered under Part 655, the employee must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in Part 655.62.

If an applicant or employee's pre-employment drug test is canceled, the applicant or employee must take another pre-employment test and pass before the applicant or employee will be hired or the transferee will start any safety-sensitive function.

(B) RANDOM TESTING – Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA Administrator. The current year testing rates can be viewed online at <http://www.dot.gov/odapc/random-testing-rates>.

On a regular basis, the Consortium's service agent will, from the total group, randomly select by a computer-based random number generated program, that is matched with the membership numbers, the covered employees' names and their social security numbers, or other comparable identifying numbers. Under the selection process used, each covered employee shall have an equal chance of being selected each time selections are made.

Once the Consortium's service agent generates the random selections, they will forward the random selections to the Consortium, who will notify the employers. If any of the employer's covered employees are selected, the employer will be given a date before which the covered employee must be tested per the random selection process. Failure of the employer to ensure the random testing is conducted within the time allotted will cause the employer to be out of compliance with the random testing requirement of 49 CFR Part 655.45.

The employer shall ensure that random drug and alcohol tests conducted under the random testing regulations are unannounced and immediate. The employer shall also ensure that the random tests are spread reasonably throughout the year. Testing shall start in January and shall be continuous throughout the year. There will be no period during which the testing is halted. Testing will be conducted on all days and hours during which the public transportation service is in operation.

A covered employee shall only be tested for alcohol while the covered employee is performing safety-sensitive functions, just before the covered employee is to perform safety-sensitive functions, or just after the covered employee has ceased performing such functions. A covered employee shall be tested for drugs anytime during the workday.

RANDOM TESTING AT END OF SHIFT – Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide advance, verifiable notice of scheduled medical or child care commitments to the employer will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift.

(C) POST-ACCIDENT TESTING - As soon as possible following an accident, a post-accident drug and alcohol test shall be conducted when the following circumstances apply:

1. In a fatal accident: If the accident involves a loss of a human life, any surviving operator shall be tested.
2. In a non-fatal accident: If the accident involves the employer's public transportation vehicle, each covered employee operating the public transportation vehicle shall be tested, unless the employer determines that the covered employee's performance can be completely discounted as a contributing factor to the accident. The employer shall also test any other covered employee whose performance could have contributed to the accident.

The non-fatal accident definition includes a person who as a result of the accident immediately receives medical treatment away from the scene of the accident or one or more vehicles incur disabling damage as a result of the accident, requiring the vehicle(s) to be transported away from the scene by tow truck or other motor vehicle.

A non-fatal accident may also include some accidents in the operation of a vehicle where an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident even though there is no vehicle collision, unless the covered employee can be completely discounted as a contributing factor to the accident.

A covered employee that is required to undergo a post-accident drug and alcohol test as a result of the above circumstances **will be immediately removed from performing safety-sensitive functions until the employer receives a negative drug test result. In the event of a negative test, employee to be paid for time not worked. If a positive test results, please refer to Section 10.**

If a post-accident breath alcohol test is not conducted within two hours following the accident, the employer shall prepare and maintain on file a record stating why the breath alcohol test was not promptly administered. If the breath alcohol test is not conducted within eight hours following the accident, the employer shall cease all attempts to complete the alcohol test and shall prepare and maintain a record stating why the breath alcohol test was not promptly administered. (See Attachment C)

If a post-accident drug test is not conducted within 32 hours following the accident, the employer shall cease all attempts to conduct the drug tests and prepare and maintain, on file, a record stating why the drug test was not promptly administered. (See Attachment C)

A covered employee who is subject to post-accident testing shall remain readily available for such testing or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary medical care.

(D) REASONABLE SUSPICION TESTING - All covered employees shall be required to submit to an alcohol and/or drug test when the employer determines that reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained public transportation official based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. (See Attachment E)

An employer may direct a covered employee to undergo reasonable suspicion testing for alcohol only while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.

If reasonable suspicion exists to require a covered employee to undergo a drug test, **the employee will be immediately removed from performing any safety-sensitive functions and will be removed from service pending a negative drug test result. In the event of a negative test result, the employee will be paid for time missed. If a positive test result occurs, please refer to Section 10 of this policy.**

If a reasonable suspicion alcohol test is not conducted within two hours after observing the covered employee, the employer shall prepare and maintain on file, a record stating the reason why the test was not promptly administered. If the test is not conducted within eight hours after observing the covered employee, the employer shall cease attempts to conduct the test and prepare and maintain on file a record stating the reasons why the test was not administered.

(E) RETURN TO DUTY TESTING – When a covered employee has violated a drug and/or alcohol regulation, the employer shall follow the procedures outlined in 49 CFR Part 40 before returning the employee to duty to perform a safety-sensitive function.

The SAP will provide a follow-up evaluation letter to the employer and clearly state the employee has complied with his/her recommendations for education/treatment. If the employer is ready for the covered employee to return to safety-sensitive functions, a return to duty test will be scheduled. The employer will ensure that the return to duty drug collection is conducted under direct observation.

(F) FOLLOW-UP TESTING – The employer shall conduct follow up testing of each employee who returns to duty, as specified in 49 CFR Part 40, Subpart O. The employer will ensure that all follow-up drug collections are conducted under direct observation.

The Consortium can assist the employer in ensuring that follow-up testing is conducted in accordance with the plan established by the SAP.

Section 5 - DRUG TESTING

(A) DRUG TESTING PROCEDURES: Drug testing procedures will be followed in accordance with 49 CFR Part 40.

When the covered employee arrives at the collection site, the testing process will begin without undue delay. To ensure the security during the testing process, only one collection will be conducted at a time. The covered employee must have positive identification either by photo identification or by the identification of the employee by the employer representative. The collector will explain the basic collection procedures and show the covered employee the instructions on the back of the Federal Drug Testing Custody and Control Form (hereinafter called CCF). The covered employee will be instructed to remove and leave with the collector, or in a mutually agreeable location, any outer clothing along with any briefcase, purse or other personal belongings. The employee may retain his/her wallet.

The covered employee will be directed to empty his/her pockets and display the items in them. If the collector determines none of the items could adulterate the specimen, the covered employee may return the items into his/her pockets. If there is any material that could adulterate a specimen, the collector must determine whether the material was accidentally brought in or intentionally brought in to adulterate the specimen. If it was accidental, the collector will retain the material and return it to the covered employee when the testing process is complete. If it was intentional, a direct observation test will take place immediately.

The collector shall complete Step 1 of the CCF. The covered employee shall wash and dry his/her hands before providing the specimen. Thereafter, the covered employee will have no further access to water or other materials until the specimen is given to the collector. The covered employee will be instructed to go into the room, provide at least 45 mL of urine, not flush the toilet and return to the collector with the specimen. The covered employee will provide the specimen in private, except in the case of an observed or monitored collection. Any conduct that clearly indicates an attempt to tamper with a specimen will cause a new collection under direct observation to take place immediately.

The collector will ensure there is at least 45 mL of urine in the collection container and the temperature of the specimen is within the range of 90-100 degrees. If the temperature is out of that range, a new collection under direct observation will take place immediately. The specimen will also be inspected for unusual color, the presence of foreign objects or material or for other signs of tampering. If it is apparent the covered employee has tampered with the specimen, a new collection under direct observation will take place immediately.

If a direct observation collection must take place, it must be conducted immediately. All direct observation collections are done without any advance notice to the covered employee. The collector shall explain to the covered employee the reason for the direct observation test, except when the employer is required to do so. The collector or an observer must be the same gender as the employee. The same gender collector or observer must request the covered employee to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower his/her clothing and underpants to show the collector or observer, by turning around, that the covered employee does not have a prosthetic device. After the collector or observer has determined the covered employee does not have such a device; the employee may be permitted to return the clothing to its proper position for the observed urination. The collector or observer must watch the urine go from the employee's body into the collection container. An observer will continue to watch the specimen until it is given to the collector.

A monitored collection will only be conducted if a multi-stalled restroom is used and all sources of water or potential adulterants cannot be secured. The collector must be the same gender, unless he or she is a medical professional. An observer must be the same gender. A bluing agent shall be put in the toilet the covered employee will use. The covered employee shall provide the urine specimen behind a closed stall door with the collector/observer standing outside of the stall door listening to the covered employee urinate into the collection container. If the collector/observer hears sounds or makes other observations of the covered employee attempting to tamper with a specimen, another collection will take place immediately under direct observation.

The tabs on the specimen bottles will be broken in front of the collector and the covered employee. The employee will give the specimen container to the collector and the collector will pour the urine specimen into the split specimen bottles. The primary specimen shall be at least 30 mL of urine. The split specimen shall be at least 15 mL of urine. The covered employee should observe the specimen at all times until the lids/caps are secured and the tamper-evident bottle seals are put over the lids/caps (this is for the covered employee's protection to ensure it is his/her specimen). The covered employee is to initial the tamper-evident bottle seals on the bottles for proof that it is her/her specimen. The covered employee will also be required to sign the CCF as proof that the specimen identified as having been collected is in fact the covered employee's. The collector will complete the CCF and place the specimen bottles and Copy 1 of the CCF in the pouches of the plastic bag and secure both pouches. The covered employee will then be dismissed from the collection site.

Both specimens are then sent by overnight delivery to the DHHS/SAMHSA-certified laboratory for testing of the five drugs or classes of drugs and for validity testing.

Before a laboratory-confirmed positive test, adulterated test, substituted test or invalid test result will be released to the Consortium, the MRO will conduct a verification interview with the covered employee by telephone unless: the covered employee declines to discuss the test result; the MRO or the employer cannot make contact with the covered employee within 10 days of the MRO receiving the laboratory result; or more than 72 hours have passed since the employer has contacted the covered employee to call the MRO.

Before informing any third party about any medication the employee is using pursuant to a legally valid prescription consistent with the Controlled Substances Act, the MRO will allow 5 business days from the date the MRO reported the verified negative result for the employee to have his/her prescribing physician contact the MRO to determine if the medication can be changed to one that does not make the employee medically unqualified or pose a significant safety risk. If, in the MRO's reasonable medical judgement, a medical qualification issue or a significant safety risk remains after communicating with the employee's prescribing physician or after 5 business days, whichever is shorter,

the MRO will report to third parties the employee is medically unqualified or poses a significant safety risk if allowed to continue safety-sensitive functions.

During the verification process, if the covered employee can give the MRO a legitimate medical explanation for the positive, adulterated or substituted test result, the MRO will report the verified test result as negative. If the covered employee cannot give the MRO a legitimate medical explanation, the verified positive test result will be reported as positive and the verified adulterated or substituted test result will be reported as a refusal to test. If the test result is invalid or contains an unexplained interfering substance and the covered employee cannot give the MRO an acceptable explanation or a valid prescription and the covered employee does not admit to adulterating or substituting the specimen, the verified test result will be reported as a cancelled test with a second collection to take place immediately on the covered employee under direct observation. If the covered employee can give the MRO an acceptable explanation, the verified test result will be a cancelled test with no further testing needed unless a negative result is needed for pre-employment, return to duty or follow-up testing. If the covered employee admits to adulterating or substituting the specimen, the verified test result will be reported as a refusal to test.

All verified negative, positive, refusal to test (adulterated or substituted), and invalid and cancelled test results will be released by the MRO to the Consortium, who will forward the results to the employer.

(B) DILUTE SPECIMENS: The employer will conduct second collections on all negative dilute test results.

(C) SHY BLADDER: After a covered employee's first unsuccessful attempt to provide a minimum of 45 mL of urine, the shy bladder time starts. The collector will document on the remarks line of the CCF and inform the employee of the time in which the 3-hour period begins and ends. Any insufficient specimen shall be discarded. The covered employee will be urged to drink up to 40 oz. of fluids, reasonably through a period of up to 3 hours; however, it is not considered a refusal to test if the covered employee chooses not to drink fluids. If the covered employee does not provide a sufficient amount of specimen within 3 hours, the collection will be discontinued and the employer will be notified. The employer will consult with the MRO, then direct the covered employee to obtain, within 5 working days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues associated with the covered employee's inability to provide an adequate amount of specimen. The physician must provide to the MRO a written statement of his/her recommendations and the basis for them. If the covered employee has a medical condition that could have prevented him/her from providing a sufficient amount of urine, and the MRO agrees with the physician's recommendation, the MRO will report the test result as a cancelled test. If the covered employee does not have a medical condition that could have prevented him/her from providing a sufficient amount of urine and the MRO agrees with the physician's recommendation, the MRO will report the test result as a refusal to test.

(D) SPLIT SPECIMEN TESTS: In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. The employer guarantees that the split specimen test will be conducted in a timely fashion. **The employee shall reimburse the employer for the cost of the split specimen test.**

Section 6 - ALCOHOL TESTING

(A) ALCOHOL TESTING PROCEDURES: Alcohol testing procedures will be followed in accordance with 49 CFR Part 40.

If both a drug and alcohol test is to be conducted on the covered employee, the alcohol test must be completed before the urine collection process begins. A covered employee shall only be tested for alcohol while the covered employee is performing a safety-sensitive function, just before a covered employee is to perform a safety-sensitive function, or just after the covered employee has ceased performing a safety-sensitive function.

To ensure the security of the alcohol testing site, only authorized personnel shall be allowed to enter the testing site. The BAT/STT shall ensure that the covered employee is given privacy while an alcohol test is being conducted to prevent unauthorized persons from seeing or hearing the test result. Alcohol testing will be conducted on one covered employee at a time. The screening test and confirmation test, if needed, will be completed on a covered employee before the BAT/STT starts an alcohol test on another covered employee to be tested.

A covered employee shall appear at the collection site at the time specified by the employer. If the covered employee does not appear at the specified time, the BAT/STT shall notify the employer to determine how long it should take for the covered employee to arrive at the collection site. If the covered employee has not arrived by that time, the BAT/STT will contact the employer to inform him/her the covered employee has not reported for testing.

When the covered employee arrives at the collection site, the testing process will begin without undue delay. The employee must have positive identification either by photo identification or by the identification of the employee by the employer representative. The BAT/STT will explain the testing procedures and show the instructions on the back of the DOT Alcohol Testing Form (hereinafter called ATF) to the covered employee. The BAT/STT shall complete Step 1 on the ATF. The covered employee will then be directed to complete Step 2 on the ATF and sign the certification. If the covered employee refuses to sign the certification, the BAT/STT will document on the ATF that the covered employee has refused to test and the employer will be immediately notified.

If an ASD is used for the screening test, the BAT/STT will check the expiration date on the ASD and show it to the covered employee. If it is beyond the expiration date, the ASD shall be disposed of and a new ASD shall be used. The BAT or STT shall open an individually sealed package containing the ASD in view of the employee. The BAT/STT shall provide a small clean cup and have the donor spit into the cup. The BAT/STT shall ensure the test pad collects enough saliva to completely wet the test pad. The BAT/STT will immediately start the timer for 4 minutes. If a distinct colored line appears, the alcohol concentration is greater than or equal to 0.02. The BAT will then conduct a confirmation test using an EBT.

If a line does not appear, the alcohol concentration is less than .02. The BAT/STT would then sign and date Step 3 of the ATF. The BAT/STT must immediately transmit the alcohol test result using Copy 1 of the ATF by telephone, electronic means, or in person to the employer. The ASD and materials used in the testing process shall be properly disposed of.

If an EBT is used for the screening test, the BAT or the covered employee will select an individually sealed mouthpiece. The BAT will open the sealed mouthpiece in front of the covered employee and insert it into the EBT. The covered employee will be requested to blow steadily and forcefully into the mouthpiece for at least six seconds or until the EBT indicates that enough breath has been obtained. The covered employee will be shown the breath alcohol test result and the result will be affixed to the ATF with tamper-evident tape.

If the result is less than 0.02 alcohol concentration, the BAT shall sign and date Step 3 on the ATF. The BAT must transmit the alcohol test result using Copy 1 of the ATF immediately by telephone, electronic means or in person to the employer. If the alcohol concentration is 0.02 or greater, a confirmation test shall be conducted with an EBT not less than 15 minutes nor more than 30 minutes after the completion of the screening test. During that time, the covered employee will be asked not to eat, drink, belch or put anything into his/her mouth to prevent an accumulation of mouth alcohol that could lead to an artificially high reading on the confirmation test. The BAT/STT will note in the remarks on the ATF these instructions were given and will also note on the ATF if the covered employee chose to ignore the instructions. The confirmation test will still be conducted. If the confirmation test will be conducted at a different site, the BAT/STT or the employer must transport the covered employee to the testing site. The covered employee will not be allowed to drive a motor vehicle.

If the confirmation test is conducted more than 30 minutes after the result of the screening test, the BAT shall note in the remarks on the ATF the reason the confirmation test could not be conducted within the 15-30 minute time frame. The confirmation test will still be conducted.

Before the confirmation test is conducted, the BAT must conduct an air blank test on the EBT that reads "0.00" and show the reading to the covered employee. An individually sealed mouthpiece will be opened in front of the covered employee and attached to the EBT. The BAT and the covered employee shall read the sequential test number displayed on the EBT. The covered employee will be requested to blow steadily and forcefully into the mouthpiece for at least six seconds or until the EBT indicates that enough breath has been obtained. The covered employee will be shown the breath alcohol test result and the result will be affixed to the ATF with tamper-evident tape.

If the confirmation test result is less than 0.02 alcohol concentration, the BAT shall sign and date Step 3 on the ATF. The BAT must transmit the alcohol test result using Copy 1 of the ATF immediately by telephone, electronic means or in person to the employer. If the confirmation test result is 0.02 or greater alcohol concentration, the covered employee shall be directed to sign Step 4 on the ATF. If the covered employee does not sign, the BAT will note in the remarks on the ATF of the covered employee's failure to sign Step 4. The covered employee's failure to sign Step 4 will not be considered a refusal to test. The BAT must immediately notify the employer by any means of an alcohol test result of 0.02 or greater to ensure the result is immediately received by the employer.

(B) INABILITY TO PROVIDE AN ADEQUATE AMOUNT OF BREATH: If a covered employee is unable, or alleges he/she is unable to provide an amount of breath sufficient to give a reading on the EBT, the BAT should again instruct the covered employee to attempt to provide an adequate amount of breath and the proper way to do so. If the covered employee refuses to make a second attempt, the BAT shall discontinue the test and immediately notify the employer.

If the covered employee does make an attempt again and fails to provide an adequate amount of breath, the BAT may provide another opportunity to the covered employee if the BAT feels there is a strong likelihood the covered employee could provide a sufficient amount of breath. If the covered employee fails to provide an adequate amount of breath, the BAT shall note the failure on the remarks of the ATF and immediately notify the employer. The employer will then direct the covered employee to obtain, within 5 days, an evaluation from a licensed physician who is acceptable to the employer and has expertise in the medical issues associated with the covered employee's inability to provide a sufficient specimen. The employer will tell the physician the covered employee was required to take a DOT breath alcohol test but was unable to provide a sufficient amount of breath and the consequences for refusing to take the required alcohol test. The employer must also tell the physician to provide to the employer a signed statement of the physician's conclusions and the basis for them. If the physician determines the covered employee has a medical condition that could have prevented him/her from providing a sufficient amount of breath, the test will be cancelled. No further testing will be required except when the covered employee needs a test result of less than 0.02 for a return to duty or a follow-up test. If the physician determines the covered employee does not have a medical condition that could have prevented him/her from providing a sufficient amount of breath, it will be considered a refusal to test. The employer shall notify the covered employee of the physician's conclusions.

Section 7 - ACCESS TO RECORDS

All records pertaining to the employer's drug and alcohol testing program shall be maintained in a secure location with controlled access. Access and release of drug and alcohol testing records shall be in accordance with 49 CFR Part 655.

Upon written request, covered employees are entitled to copies of their records pertaining to their use of drugs or alcohol, including any records pertaining to their drug and alcohol tests. Covered employees are also entitled to have access to any pertinent records directly related to their given urine or alcohol specimen testing. The employer shall promptly provide records requested by the covered employee.

Records to subsequent employers shall be made available upon receipt of a specific written authorization from the covered employee. The employer will only disclose information that is expressly authorized by the terms of the covered employee's request. The employer shall provide such information and results requested promptly to the subsequent employer at no charge.

The employer shall disclose drug and alcohol testing information required to be maintained under 49 CFR Part 655, pertaining to a covered employee, to the State oversight agency or grantee required to certify to FTA compliance with the drug and alcohol testing procedures of 49 CFR Parts 40 and 655.

Section 8 - EMPLOYEE ASSISTANCE PROGRAM AND GENERAL INFORMATION

Each covered employee will receive a copy of the Anti-Drug and Alcohol Misuse Policy and sign an Acknowledgement they received a copy of the Policy (Attachment G).

Each covered employee shall be given educational information concerning the effects and consequences of drug use on the covered employee's personal health, safety and work environment, including signs and symptoms of a drug problem. **The covered employee will be provided educational information concerning the effects and consequences of alcohol use on the covered employee's personal health, safety and work environment, including signs and symptoms of an alcohol problem.**

Each covered employee will receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms which may indicate prohibited drug use. It is the covered employee's responsibility to report to work fit for duty, and remain fit throughout the workday in order to perform in a safe, efficient and productive manner. The covered employee will also be made aware of the signs and symptoms of a drug and/or alcohol problem (his/hers or a co-worker's) and shall be made aware of ways to intervene when a drug and/or alcohol problem is suspected, including referral to management, referral to an employee assistance program (if available from the employer), and referral to drug and/or alcohol abuse hotlines and help-lines as provided, or local Alcoholics Anonymous or Narcotics Anonymous groups. The hotline and help-line numbers are made available as a reference only: Alcoholics & Narcotics Help Line (888) 206-7272; Focus on Recovery Help-Line for Alcohol and Drug Abuse (800) 234-0286; or the Center for Substance Abuse Treatments Drug Information, Treatment, and Referral Hotline (800) 662-4357.

The employer will require the covered employee to inform them and promptly provide written verification from the licensed medical practitioner of any prescribed or over-the counter substance that will adversely affect his/her ability to safely perform safety-sensitive functions. If the substance could adversely affect his/her ability to perform safety-sensitive functions, or the covered employee does not promptly provide written verification from the medical practitioner, the employer will temporarily remove or reassign the employee from a safety-sensitive function, if deemed appropriate.

A covered employee may come forward for assistance with a drug and/or alcohol use problem, as long as it is before a covered employee's notification of an impending drug and/or alcohol test. The employer shall provide the covered employee with referrals of where the covered employee can go for assistance. The covered employee will be removed from any safety sensitive function, and if no other position is available, will be put on a leave of absence until such time the covered employee has completed the evaluation and rehabilitation required by a drug and alcohol professional. All costs associated with the evaluations and rehabilitation will be the responsibility of the covered employee. Any testing conducted shall be pre-paid by the employer, to be immediately reimbursed by the covered employee.

Section 9 - INFORMATION CONCERNING THE EFFECTS OF ALCOHOL AND CONTROLLED SUBSTANCES USE ON AN INDIVIDUAL'S HEALTH, WORK & PERSONAL LIFE

Employees who abuse drugs and/or alcohol cause more absenteeism, loss in work productivity, more accidents and more medical claims. This results in a loss of \$140 billion to American businesses each year. Compared with the average employee, a typical drug-using employee in the workplace is:

- 2.5 times more likely to be absent 8 days or more each year;
- 3 times more likely to be late for work;
- 3.6 times more likely to be involved in workplace accidents;
- 5 times more likely to file a workers' compensation claim; and,
- Incur 300% higher medical claims.

Marijuana - The common name for the drug made from chopped leaves, stems and flowering tops of a cannabis plant. Some common street names for marijuana are "dope," "blunt," "joint," "pot," "reefer." Marijuana can be smoked or eaten. Marijuana is a depressant and mind-altering drug. It works on the brain and causes hallucinations. A person using marijuana is more than likely to experience slowed reaction time, reduced concentration, distorted vision and depth perception, is slower in making decisions, often drives slower than the speed limit, is unable to correctly measure distance and time, and has impaired short-term memory.

Some of the symptoms and signs of marijuana use are:

- | | | |
|------------------------|-----------------|----------------|
| Short-term memory loss | reddened eyes | moodiness |
| Increased appetite | slowed thinking | loss of memory |
| Increased heart rate | dilated pupils | |

Some visible signs noted for the presence of marijuana are:

- | | |
|---|-------------|
| Roach clips | bongs |
| Cigarette rolling papers | small pipes |
| One hitters (usually metal - slim tubular device) | |

The active ingredient in marijuana (THC) is stored in the body fat and could be retained for days or weeks, depending on the quality of the drug, the tolerance of the user and the dosage or amount taken. Marijuana and alcohol together will magnify the effects of both many times. Chronic marijuana smoking could cause severe irritation of the lungs, heart problems, reduced immune system and possible brain damage.

Phencyclidine - It was developed originally as an anesthetic but was taken off the market because it sometimes caused hallucinations. The most common street names for phencyclidine are "PCP", "angel dust," "crystal" and "tea". Phencyclidine is sold in various forms, mainly as a white, off-white or brown crystal-like powder, tablet or capsule. It can be ingested by mouth, snorted or injected intravenously. It can also be smoked when combined with marijuana or tobacco. A person using phencyclidine is more than likely to experience impaired coordination and dulled senses, a sense of power, drowsiness, aggressive behavior, hallucinations and blurred or double-vision. In some cases a person could even experience convulsions, coma, ruptured blood vessels in the brain, heart and lung failure, or even death.

Some of the symptoms and signs of phencyclidine use are:

Confusion	increased blood pressure	anxiety
Panic	dizziness	drowsiness
Hallucinations	disorientation	sweating
Increased heart rate	aggressive behavior	

Some of the signs for the presence of phencyclidine are:

Needles	capsules	syringes
Plastic packets with powdery substance	tablets	

Phencyclidine is water soluble but still could be retained in the body's system for days, depending on the quality of the drug, the tolerance of the user and the dosage or amount taken. Phencyclidine and alcohol together is dangerous and could cause an overdose. Chronic Phencyclidine use could cause hallucinations, psychosis, convulsions, coma or possible death.

Cocaine - Cocaine comes from the leaves of coca plants. Some common street names for cocaine are "coke," "crack," "rock," "snort," "toot," "blow," and "snow." Cocaine can be snorted, injected intravenously, smoked or free-based (heating the cocaine and inhaling the vapors). Cocaine stimulates the body's central nervous system. Psychological dependence on the drug can be high with repeated use. A person using cocaine is more than likely to experience impatience, anger, over stimulated reflexes, distorted vision and depth perception, slow reaction time and false sense of security and alertness. In some cases, a person could even experience seizures, heart attacks, convulsions, hallucinations and death.

Some of the symptoms and signs of cocaine use are:

Dilated pupils	nose bleeds	paranoia
Irritability	runny nose	needle marks
Increased blood pressure	hallucinations	restlessness
Talkativeness	anxiety	weight loss
Depression	nervousness	

Some of the signs for the presence of cocaine are:

Small spoons	mirrors	needles
Small plastic bags or vials	syringes	small drinking straws
Razor blades	rolled paper currency	small butane torch

Cocaine is water soluble but still could be retained in the body's system for several days, depending on the quality of the drug, the tolerance of the user and the dosage or amounts taken. Cocaine causes the most mental dependency of any known drug. Cocaine and depressants, taken together, can be very dangerous or even fatal. Intravenous users have a high risk of contracting liver disease, tetanus, serum hepatitis and AIDS from the use of needles. Chronic cocaine use could cause seizures, heart attacks, strokes, convulsions, depression or death.

Amphetamines- Amphetamines are manufactured central nervous system stimulants used most often by individuals to stay awake. Psychological dependence on the drug can be high with repeated use. Some common street names for amphetamines are "speed," "crank," "meth," "crystal," "diet pills," "bennies" and "uppers." In pure form, amphetamines are yellowish crystals in which some are made into tablets, pills or capsules. Amphetamines can be ingested in tablet, pill or capsule form, snorted, or injected intravenously if in powder or liquid form. A person using amphetamines is more than likely to experience delayed reaction time, over stimulated reflexes, anxiety, irritability, distorted vision and depth perception, and a false sense of security and alertness.

Some of the symptoms and signs of amphetamine use are:

Loss of appetite	paranoia	weight loss
Sweating	dilated pupils	increased blood pressure
Dry mouth	talkativeness	sleeplessness
Nervousness	needle marks	depression
Hallucinations	anxiety	

Some of the signs for the presence of amphetamines are:

Pills	small butane torch	tablets
Rolled paper currency	capsules	small drinking straws
Small plastic bags or vials	razor blades	needles
Syringes		

Amphetamines are water-soluble, but still could be retained in the body's system for several days depending on the quality of the drug, the tolerance of the user and the dosage or amount taken. Chronic amphetamine use could cause physical collapse, delusions, hallucinations, brain damage, heart damage, toxic psychosis or death.

Opioids - Some opioids come from the seed pod of the Asian poppy. Other opioids are synthesized or manufactured. Psychological dependence can be high with repeated use. Some common street names are "horse," "junk," "smack," "downers," "M," "yellow jackets," "blues" and "ludes." Opioids are in many different compounds and forms. The most common are the pills, tablets or capsules. Other compounds and forms are in liquid or powder form. Opioids can be injected, smoked or injected intravenously. A person using opioids is more than likely to experience distorted sense of time and distance, slowed reflexes, difficulty focusing, drowsiness and little or no concentration.

Some of the symptoms and signs of opioid use are:

Nausea	needle marks	loss of appetite
Confusion	drowsiness	cold or moist skin
Depression	short attention span	reduced pain
Memory loss	constricted pupils	sweating
Diarrhea	vomiting	

Some of the signs for the presence of opioids are:

Pills	bottle caps	tablets
Small packets	capsules	eye droppers
Needles	small spoons	syringes

Opioids are water soluble, but still could be retained in the body's system for one to several days, depending on the quality of the drug, the tolerance of the user and the dosage or amount taken. Opioids taken with alcohol and other depressant drugs magnify the effects of the opioids and could lead to overdoses. Intravenous users have a high risk of contracting liver disease, tetanus, serum hepatitis and AIDS from the use of needles. Chronic opioid use could cause loss of consciousness, convulsions, coma or death.

Alcohol - Some common street names for alcohol are "booze," "juice," "brew," "sauce" and "hooch." As a rule, a drink or two will create a feeling of well-being. What determines the rate of metabolism in the body and how fast it dissipates the alcohol depends on the altitude, the individual's body weight, metabolism, stomach content, gender, and whether the individual is sick or healthy, rested or tired. After the first drink or two, impairment begins, depending on the factors stated above. When the individual consumes alcohol that produces physical or mood-altering effects, it becomes a substance of abuse. A person using alcohol is more than likely to experience blurred or distorted vision, impaired reaction time, impaired judgment, anger, nausea, drowsiness and aggressiveness.

Some of the symptoms and signs of alcohol use are:

Slurred speech	hostility	odor on breath
Insomnia	flushed skin	loss of concentration
Glazed eyes	unsteadiness	blackouts
Memory loss	drowsiness	incoherence

Chronic alcohol use could cause brain damage, neurological damage, liver damage, pancreas and kidney damage, heart problems, strokes, cancer, coma, toxic psychosis and possible death.

Section 10 - DISCIPLINARY ACTION

The employer will provide the employee who has violated a drug and/or alcohol regulation the first time with names and phone numbers of SAP networks that will offer qualified SAPs available geographically to the employee. The employee must follow the procedures outlined in 49 CFR Part 40. The employee must test negative on a return to duty drug test and/or less than 0.02 on a breath alcohol test before returning to safety-sensitive functions. The employer shall conduct follow up testing on the employee as specified in the SAP follow up evaluation letter. The employer will ensure that the return to duty and all follow up drug collections are conducted under direct observation.

The employer will provide the employee who has violated a drug and/or alcohol regulation a second time with names and phone numbers of SAP networks that will offer qualified SAPs available geographically to the employee. **The employee will be terminated.**

All costs associated with the SAP evaluations, return to duty testing and follow up testing will be paid for by the Employer but any necessary rehabilitation, will be the responsibility of the employee.

THIS IS NOT AN EMPLOYMENT CONTRACT

City Clerk

DATE: 3/11/2024

MEMO:

TO: Lisa Gregory, Mayor Pro Tem
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Monthly Reports, February 2024

ATTACHMENTS:

Description	Type
Economic & Community Development, February, 2024	Backup Material
Fire, February, 2024	Backup Material
Police, February, 2024	Backup Material
Public Works, February, 2024	Backup Material
IT, February 2024	Backup Material
Transit, February, 2024	Backup Material

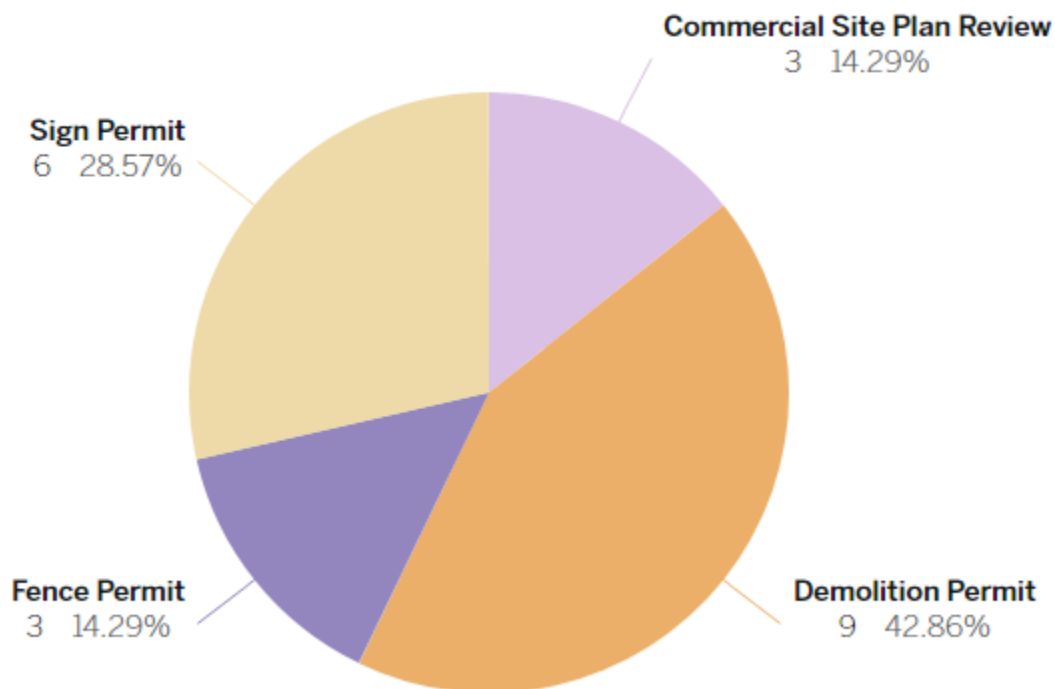
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT MONTHLY REPORT

February 2024

PLANNING AND DEVELOPMENT DIVISION

For the month of February, the Planning and Development staff processed and reviewed commercial site plans and various permits for zoning approval. Two petitions were received for the Plan Commission and one variance petition was received for the Zoning Board of Appeals.

We have ongoing Economic Development projects both in the planning stage and under way. Some are very large projects that will have a significant positive impact if approved. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments, and have reviewed twenty-one (21) submittals, broken down by review type below:



We continue to review and progress with selling City owned property in furtherance of Community Revitalization.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
0	92 Lots	\$46,600

Property Acquisitions

PAST MONTH	TOTAL SINCE 09/01/2021
NO DATA	NO DATA

BUILDING INSPECTIONS DIVISION

For February, we issued 183 permits broken down by permit type below. Of those, we had 4 permits with a value of over \$250,000. The Division performed 348 inspections and 7 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	9	\$7,827,026
Residential Building	28	820,295
Demolition	15	557,600
Electrical	34	300,326
Mechanical	18	118,534
Plumbing	42	201,774
Roof	29	244,004
Pool	0	0
Fence	3	7,600
Sign	4	86,070
Wheelchair Ramp	0	0
Temporary Structure	1	12,780
TOTAL	183	\$10,176,009

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue on various loan accounts.
- Staff continues to qualify homeowners for the Residential Rehabilitation, Owner-occupied rehab, and Emergency programs.
- Staff are working with CILBA (Central Illinois Land Bank Assoc.) to rehab and/or acquire various properties.
- Staff met with the City of Peoria staff members to share Decatur ideas and projects. Community Development Department representatives spoke on Code Enforcement and Revitalization strategies. Both cities are growing and learning from each other.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition and demolition to various areas of the City.
- Staff continue to be active in the Continuum of Care process as well as homeless prevention related meetings, and events as required by HUD.
- Staff participated in Pre-March Madness Team Building event with Decatur Public Schools
- Staff attended a public meeting for the Macon County Community Health Assessment
- Staff worked on the legalities of dissolving DCDF.
- The City of Decatur's grant from IHDA Home Repair and Accessibility (HRAP) continues in partnership with Central Illinois Land Bank (CILBA). Grants will be in the form of roof replacements.
- Staff continues to work with the Economic Development Council to establish the Workforce Development Ecosystem.

- Staff participated in the “Morris Code” radio program. ECD staff will be guests on the show once a month.
- The City of Decatur is partnering with Richland Community College, Empowerment Opportunities Corporation (EOC), Building and Trades, Land of Lincoln Credit Union to rehabilitate a house and serve as transitional housing for a homeless family.
- ECD has adopted The Hope Academy and Johns Hill Magnet School as part of the Great Streets Great Neighborhood initiative.
- Staff work with Communications Coordinator weekly to disseminate ECD activities.
- Staff continues working on 1st quarter goals which include Façade and Homebuyer assistance programs.
- Staff met with CICD staff to discuss the Homebuyer Ecosystem process.
- Staff is working with Public Works to create a Lead Service Line Program
- Staff meets monthly with Coalition of Neighborhood executive board to assist with capacity and organizational challenges.
- Staff continues working with the consultant, (TESKA), Thriving Communities and local partners on the Great Streets, Great Neighborhoods project.
- Staff continue working on the Clean Up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard, along with tree removal. Partners include Shemilah Outreach Center, and Southside Improvement Association (SIA).
- Staff continues meeting with GM Square as part of community outreach for the Rt.51 project which will begin soon.
- Staff continues working with Key Strategic to develop a Workforce Development ecosystem plan for Macon County & the City of Decatur.
- Staff met with outside agencies, i.e. Dove, CoC, Homeless Advisory Council, Inner Agency All In meeting, Northeast Community Fund, SIA, CONO, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of February 2024.

ATTACHMENT

NEW CASES	
Health & Safety (72 Hour)	195
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	70
No Garbage Service	18
Nuisance	150
Secure of Abandoned Buildings	34
Weeds	0
TOTAL	467

RE-INSPECTION VISITS	
Code Enforcement	885
Weeds	
TOTAL	885

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	96
Weeds	0

WEED ABATEMENT	
Contractor Mowed	0
Owner Mowed	0
TOTAL	0

DEMOLITIONS	
Year-to-Date	
Demolished	17
New Cases	8
Sent to Legal	2
Sent to Council	10
Out to Bid	18
Contracts Granted	22
Contract Amount	252,887.00
Permits Issued	0
Permits Finaled	7
Active Demolitions	173

GARBAGE SERVICE COMPLAINTS	
Received	0

INVOICES*	
New Invoices	75
Dollar Amount	\$29,428.08

PAYMENTS RECEIVED**	
Weeds	0

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.



DECATUR FIRE DEPARTMENT
MEMORANDUM
2024-05

February 8, 2024

TO: Scot Wrighton, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – February 2024

The fire department responded to 1075 alarms in February. The department has responded to 2307 alarms in 2024. One type of call that is drawing attention is a lift assist. In February, the department responded to 87 lift assist alarms. The council also approved a new ordinance addressing commercial facilities and lift assist alarms. The number of lift assists will be monitored to see if the ordinance has any impact on reducing the number.

The department is still trying to fill the two vacant Fire Inspector positions, and the next test is March 22nd. The positions need to be filled so that we can resume our fire prevention division workload. The need to start soon is exacerbated by the upcoming retirements of several chief officers.

With the help of the Foreign Fire Insurance Board, a drone has been purchased that we will be able to use in the near future. The department sent 9 firefighters to drone school in December, and they are now certified to pilot the drone.

Incident Type Category	2024	
	Jan	Feb
1 - Fire	28	31
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	1	4
3 - Rescue & Emergency Medical Service Incident	879	757
4 - Hazardous Condition (No Fire)	40	22
5 - Service Call	114	113
6 - Good Intent Call	83	92
7 - False Alarm & False Call	87	55
9 - Special Incident Type	0	1
Grand Total	1,232	1,075

The busiest fire companies in February:

Fire Company	Alarms
Engine 1	253
Engine 6	199
Engine 5	198
Engine 3	191
Engine 4	145

Training Report:

Training in February centered around rescuing a trapped firefighter. The drill consisted of lecture and hands-on learning focusing on; low air alarms, Rapid Intervention Team SCBA familiarization, disorientation and removing the firefighter to safety.

Fire Prevention Division:

No Report

DECATUR ILLINOIS POLICE DEPARTMENT

2024 February Monthly Report

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

From: Chief Shane Brandel

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	4
Sergeant	17
Patrol Officer	109
TOTAL	134

Budgeted **148**

Non-deployable: Officers at Academy or in FTO 9

Non-deployable: Officers on Injury Status 1

Retirements/Resignations Expected Next Month 0

Civilian Employee Staffing

Executive Assistant	1
Crime Analyst	2
Records Clerk	2
Records Supervisor	1
Parking Enforcement	2
Digital Forensic Examiner	2
Police Support Officer	2
Police Support Specialist	2
FOIA Officer (part-time)	2
TOTAL	16

Freedom of Information (FOIA) Requests

Month: 228 **YTD:** 512

DECATUR ILLINOIS POLICE DEPARTMENT

2024 February Monthly Report

PATROL DIVISION

Community Engagement

	<u>Amount</u>	<u>YTD</u>
Community Meetings	0	0
Directed Patrols	117	183
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0

General Patrol Activity

	<u>Amount</u>	<u>YTD</u>
Calls for Service/CAD Incidents	3,884	7,612
Criminal Arrests	357	638
Felony Drug Arrests	36	53
Firearms Siezed	11	20
Field Interviews	123	200
City Ordinance Arrests	6	11
Unlawful Use of Motor Vehicles	148	247

Traffic Accidents

	<u>Amount</u>	<u>YTD</u>
Traffic Accidents	182	355
Fatal Accidents	1	3
Personal Injury Accidents	33	61

Traffic Enforcement

	<u>Amount</u>	<u>YTD</u>
Traffic Citations	621	1,157
Written Warnings	484	814
Parking Citations	11	27

Traffic Targeted Enforcement Stats

	<u>Amount</u>	<u>YTD</u>
Driving Under the Influence (DUI) Arrests	26	43
DUI's Involving Accidents	4	12
Electronic Communication Device Stops	10	21
Speeding Stops	270	460

DECATUR ILLINOIS POLICE DEPARTMENT

2024 February Monthly Report

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD	Price	Street Value
Cannabis	14,924	grams	18,701	\$10 / gram	\$187,010
Cocaine - Powder	282	grams	311	\$100 / gram	\$31,100
Cocaine - Crack	109	grams	214	\$100 / gram	\$21,400
Heroin	1	grams	2	\$300 / gram	\$600
Ecstasy	0	hits	0	\$20 / hit	\$0
Meth	3	grams	117	\$100 / gram	\$11,700
K2/Pills	12	pills	12		

	Amount	YTD
Search Warrants	11	19
Currency Seized	\$10,312	\$28,207
Firearms Seized	37	41
Vehicles Seized	0	1
Arrests	28	45

Adult / Juvenile Detective Activity

	Amount	YTD
New Cases Assigned	139	266
Closed/Resolved Cases	113	221
Criminal Arrests	52	101
Homicides	2	2
Infant Death Investigations	0	0
Suicide Investigations	1	2
Missing Person Investigations	6	11
Computer Forensic Exams	3	3

U.S. Marshals Great Lakes Task Force

	Amount	YTD
Felony Arrests	19	38
Misdemeanor Arrests	0	1
TOTAL	19	39

	Amount	YTD
Sex Offender Registrations	131	242

**Public Works Department
Monthly Report
February 2024**

Engineering:

2023 Local and State MFT Projects:

Month Activity: Work is shut down for the winter and will commence in spring.

Project Background: The local and state MFT projects were designed and advertised by Engineering Staff on August 2, 2023, with bids received on August 15, 2023. Dunn Company provided the lowest responsible bids, and the contract was awarded by the City Council on August 21, 2023. Dunn is scheduled to start the work in early September. Work is complete on Northland, Garfield Ave, Faries, Maryland, and Airport Plaza.

2023 Water Main Replacement Project:

Month Activity: Work is not expected to start until spring.

Project Background: The project was designed and advertised by Engineering Staff on August 2, 2023, with bids received on August 30, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by the City Council on September 18, 2023. The preconstruction meeting was held in October and the materials have been ordered.

William St Pump Station Improvements:

Month Activity: Work is not expected to start until spring.

Project Background: The project was designed and advertised by Engineering Staff and consultant CMT on September 6, 2023, with bids received on October 4, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by the City Council on October 16, 2023.

Water Sampling Stations:

Month Activity: Work is not expected to start until spring.

Project Background: The project was designed and advertised by Engineering Staff on October 18, 2023, with bids received on November 15, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by the City Council on December 4, 2023.

Old King's Orchard Garden:

Month Activity: No work was completed in February; the trees are scheduled to be removed in March.

Project Background: The project was designed and advertised by Engineering Staff on September 20, 2023, with bids received on October 4, 2023. Entler Excavating Company, Inc provided the lowest responsible bid, and the contract was awarded by the City Council on October 16, 2023.

2023 Storm Drainage Improvement Projects:

Month Activity: No work was completed in February.

Project Background: The project was designed and advertised by Engineering Staff on October 4, 2023, with bids received on October 25, 2023. A&R Mechanical, Inc provided the lowest responsible bid, and the contract was awarded by the City Council on November 6, 2023.

2023 Annual Manhole Rehab:

Month Activity: No work was completed in February.

Project Background: The project was designed and advertised by Engineering Staff on

October 18, 2023, with bids received on November 8, 2023. Culy Contracting provided the lowest responsible bid, and the contract was awarded by the City Council on November 20, 2023.

William Street Closure at Decatur and Eastern Railroad:

Month Activity: No work was completed in February.

Project Background: The project was designed and advertised by Engineering Staff on October 25, 2023, with bids received on November 8, 2023. Kinney Contractors provided the lowest responsible bid, and the contract was awarded by City Council on November 20, 2023

Fairview Park Storm Sewer:

Month Activity: No work was completed in February; work is scheduled to start on March 13th.

Project Background: The project was designed by AECOM and advertised by Engineering Staff on October 25, 2023, with bids received on November 15, 2023. A&R Services provided the lowest responsible bid, and the contract was awarded by the City Council on December 4, 2023.

Water Service Daylighting Project:

Month Activity: Work started in February with approx. 50% of the services daylighted, the work continues in March.

Project Background: The project was designed and advertised by Engineering Staff on December 6, 2023, with bids received on January 4, 2024. Hoerr Construction Inc. provided the lowest responsible bid, and the contract was awarded by City Council on January 16, 2024.

Sanitary Sewer Herbicide Root Control Project:

Month Activity: No work was completed in February; the 2024 application is expected to start in early spring.

Project Background: The project was designed and advertised by Engineering Staff on December 13, 2023, with bids received on January 4, 2024. Dukes Root Control provided the lowest responsible bid, and the contract was awarded by the City Council on January 16, 2024.

Faries Park Interceptor Relocation:

Project Background: The project was designed and advertised by Engineering Staff on December 13, 2023, with bids received on January 4, 2024. A&R Services Inc provided the lowest responsible bid, and the contract was awarded by the City Council on February 6, 2024.

Grove Road Bridge Replacement over Sand Creek Arm of Lake Decatur:

Project Background: The project was designed by WHKS and advertised by Engineering Staff on December 20, 2023, with bids received on January 12, 2024. C-Hill Civil Contractors provided the lowest responsible bid, and the contract was awarded by the City Council on February 6, 2024. The Work is scheduled to start on March 13th with the full closure of Grove road at the structure.

West Mound Road Bridge Substructure Repairs over Stevens Creek:

Project Background: The project was designed by AECOM and advertised by Engineering Staff on December 20, 2023, with bids received on January 12, 2024. Sangomo Construction Company provided the lowest responsible bid, and the contract was awarded by the City Council on February 6, 2024.

MUNICIPAL SERVICES MONTHLY DATA
FEBRUARY 2024

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	0 patches	0	
Milling / Asphalt	0 sq yds	0	
Miscellaneous / Asphalt	0	1	
Pothole Patch / Repair	6,669 patches	782	
Street Repair / Asphalt	0 sq yds	0	
CONCRETE	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Concrete	0	123	
SS Utility Cuts / Curb & Gutter	0 linear ft	0	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	32.25 sq yds	74	
SS Utility Cuts / Sidewalk	352 sq ft	97	
Water Dept Cuts / Curb & Gutter	28 linear ft	33	
Water Dept Cuts / Driveway	0 sq yds	0	
Water Dept Cuts / Pavement	250.21 sq yds	302.50	
Water Dept Cuts / Sidewalk	80 sq ft	24.5	
Lead Service Replacement Pavement	36.40 sq yds	71	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		120	
Flowerbed Maintenance		31	
Fountain		0	

Sweeping / Downtown Parks		14	
Downtown Parks		22	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Electrical		0	
Service Calls / Other Departments		27	
Street Light Maintenance		81	
Traffic Signal Repair		309 Straight / 52 OT	
Warning Siren Maintenance		20	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	99.04%	706.87	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		96.5	
Mowing City Lots		0	
Mowing City Property / ROW		0	
Mowing City Property / State ROW		0	
MSC Maintenance		25	
New Tree Care & Maintenance		0	
Pesticide Application		0	
Storm Damage Clean-up		25	
Stump Removal	20	62	
Tree Removal	599 (inch diameter)	432.5	
Tree Trimming	1	4	

Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		33	
Parking Lots/Garage Maintenance		89	
Parking Meter Collection		9	
Parking Meter Repair		12	
Miscellaneous / Parking		0	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	50,485 linear ft	110	
Catch Basin / Pumped	10	4	
Catch Basin / Repaired	1	1.5	
Culvert / Installed	40 linear ft	30	
Culvert / Jetted	0 linear ft	0	
Ditching	0 linear ft	0	
Storm Sewer / Jetted	0 linear ft	0	
Storm Sewer / Repaired	1	19	
Sanitary Back-up / Jetted	5,516 linear ft	42 Straight / 12.4 OT	
Sanitary Manholes / Pumped	0	0	
Sanitary Manholes / Repaired	6	36.5	
Sanitary Sewers / Cleaned	13,948 linear ft	44	
Sanitary Sewers / Jetted	0 linear ft	0	
Sanitary Sewers / Roots	27,906 linear ft	90	

Sanitary Sewers / Repaired	0	0	
Street Cleaning / 3 rd Shift	0 miles	0	
Street Cleaning / County Roads	0 miles	0	
Street Cleaning / Neighborhoods	5.4 miles	24	
Street Cleaning / Priorities	99.1 miles	183.5	
Street Cleaning / State Routes	0 miles	0	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	204	14	
Miscellaneous Traffic Control		27	
Sign Inventory		48	
Signs / Installed	23	50	
Signs / Made	37	88	
Signs / Repaired	32	76.70	
Striping / Paint	0 feet	0	
Striping / Tape	0 feet	0	
Symbols / Paint	0	0	
Symbols / Thermoplastic	0	0	
Traffic Control (set up & removal)		6	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property		0	
72-hour / Clean-Up	62	336	
72-hour / Clean-Up Court Time		0	

Abatements (weed & brush)	1	3	
Home Secures	43	68	

**Water Production Division
Monthly Report
February 2024**

DeWitt County Wellfield Improvements: INTERA Inc. completed the preliminary engineering report last year. The completion of this project is on hold due to the recently purchased second DeWitt Co. farm property and to evaluate the site's potential to be a cutting edge sustainable and resilient solar powered well field.

Lake Decatur Landscape Maintenance: This year's project location will be determined later this year.

Lake Decatur Water Level: Lake Decatur was maintained at an average level of 613.1 feet (90% full) which is normal for February.

Lake Decatur Watershed Management Plan: USDA RCPP \$9.88M grant tasks included advisory board, partner, farmer and landowner coordination and meetings, and processing applications from 10+ agricultural producers and landowners applying for Best Management Practice (BMP) funding covering 10,000+ watershed acres. The 2022 IEPA Section 319 \$250K grant tasks in progress include creating the Camp Creek sub watershed plan and Lake Decatur shoreline stabilization installation by G & H Marine (90% complete). The 2023 IEPA Section 319 \$350K grant application continues to be evaluated by IEPA. Northwater Consulting continued operating the watershed water quality monitoring network, planning to construct high priority BMPs and operationalizing the Spatial Watershed Assessment and Management Model

(SWAMM). The monitoring network link is <https://decatur.watertechnologies.us/> and the SWAMM link is <https://theswamm.com/catalogue/#/geostory/794>. City staff continued meeting with farmers to address erosion concerns on landowner fields, design BMPs for this year and manage upcoming projects in the Lake Decatur Watershed Protection Program.

Nelson Park Boat Ramps Preliminary Study: Martin Engineering continued work on bid specifications for the ramps design that was overwhelmingly preferred by the public.

Oakley Sediment Basin Drainage Improvements: Construction bids for this project will be opened on March 20.

South Water Treatment Plant East Clarifiers to Claricones Conversion: Plocher Construction has completed 99% of this project. Completion will occur in mid-2024 due to an extended delivery date for the installation of two valve actuators.

Vulcan Pit, Rhodes Landfill and Source Water Protection Plan: INTERA Inc. continued work on the Vulcan Pit new pipeline bid specifications and assessing the pit's water recharge rate. The advertisement for bids is scheduled for this year.

Water Production: Continued assisting with the completion of the South Water Treatment Plant claricone construction and SCADA improvements projects. Completed several mandated annual and quarterly technical reports. 520.64 million gallons of potable water were pumped into the water distribution system which was 1.83% more than February 2023.

Performance Outcomes:

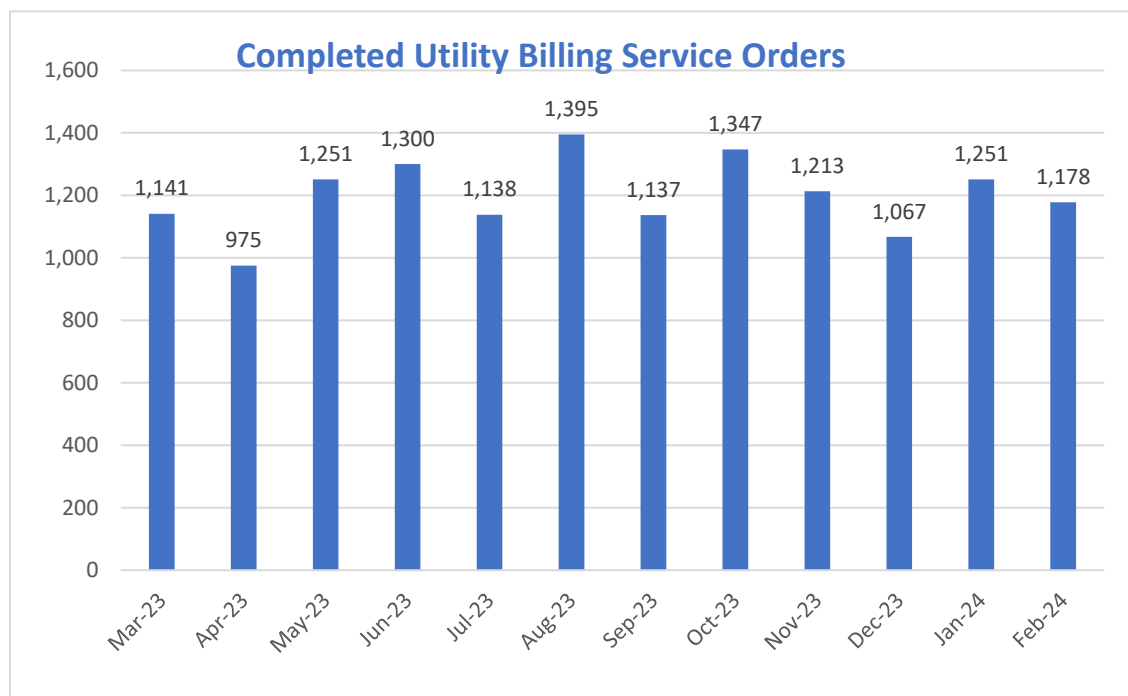
1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine, and nitrate. All these standards were met or exceeded this month.

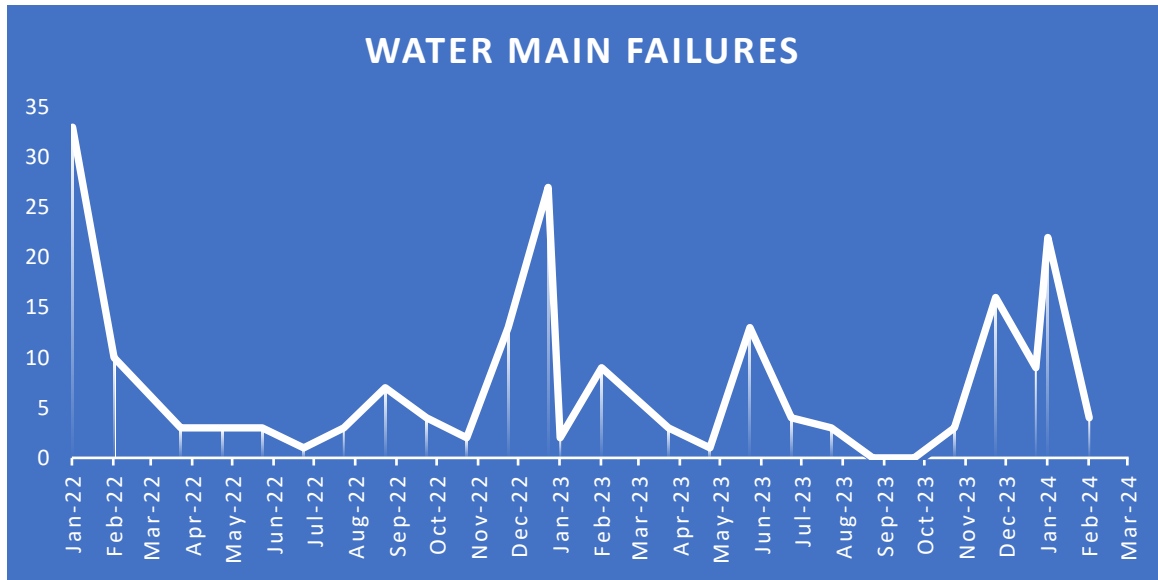
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents or OUIs occurred this month.
3. Reduce the amount of sediment accumulating in the lake annually. Last year Northwater Consulting completed the draft Year 2 Tributary Monitoring Summary which includes sediment accumulation.

February 2024

Water Services:

Staff repaired 4 water main failures, 1 fire hydrant, 1 system control valve, 16 water services and inspected 10 system control valves and 3 fire hydrants. Completed 1,178 Utility Billing service orders, 96 miscellaneous distribution system orders and replaced 49 water meters that were damaged due to the cold snap.





Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2024
February

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- Microfiche Scanning and printing solution was replaced with current technology.
- Issues continue to arise with the new mobile vehicle plan being trialed for police vehicles. Issues are being identified and resolved on a continuous basis but are getting fewer in number.
- City DPD and IT continue to participate in a Public Safety system conversion from Central Square to Tyler New World Public Safety. Project is continuing to run on schedule.
- A replacement plan was developed, and quotes were obtained to replace several older Mobile Computer Terminals (MCT) moving into obsolescence.
- Cellular Wi-Fi access for all city buses was completed this month.
- Completed Microsoft Cumulative Update 14 containing several security fixes and enhancements.
- Continued working with vendors to complete data wiring in the library lease space for the CICD offices.
- Redeveloping Debt Check application from DB2 to SQL Server.
- Assisted payroll with 1095 form submission after updating MUNIS with 1095 fixes.
- Preparing to upgrade Tyler MUNIS system to version 2021.12.
- IT implemented a new Help Desk Ticketing solution this month. Parameters and reports are being developed in the new solution.
- Working with the Public Works department to deploy Camera solutions for the Brush College construction project.
- IT continues to work with other city staff and Civic Plus to build a new customer facing Website that will use state-of-the-art programming and best practice layouts in an effort to make it much easier for citizens to find City information.
- I.T. trouble ticket resolution data has been gathered since system inception on February 15th. First call resolution scripts are being developed and is anticipated to be available and operational on March 1, 2024.

Transportation Services Department

Monthly Report

February 2024

Mass Transit Division

For the month of February, the Mass Transit staff completed the following projects:

1. STIC: The FTA has a program called the “Small Transit Intensive Cities” (STIC) a provision in the FTA Urbanized Area Formula 5307 Grant Program. It is used to distribute extra operating dollars to urbanized areas with populations under 200,000 using key data metrics processed through the National Transit Database (NTD) Reporting. The STIC formula looks at 6 categories: Passenger Miles per Vehicle Revenue Mile, Passenger Miles per Vehicle Revenue Hour, Vehicle Revenue Mile per Capita, Passenger Miles per Capita, and Passenger Trips per Capita. Our data in these 6 categories is measured against the data of Urbanized Cities over 200,000 and in categories that we exceed the performance threshold factor, we are awarded (on average) \$500k in extra operating funding.

For FY2024 we achieved 3 of the 6 categories: this is higher than we have ever achieved. We accomplished this through increasing passenger counts, operating extended hours like Sundays, strategic partnerships, etc. We will be able to leverage more IDOT operating funding with the extra FTA operating funding so that we can continue to offer expanded services to the community.

2. Route Study: Preliminary new route recommendations have been provided with rough draft maps.
3. Campus Master Plan: Phase 2 Schematic Design, site visit and inventory complete.

Our ridership for the month consisted of the following:

Fixed Route	Mon-Sat	Sundays	Total
Passenger Rides	65,332	1,262	66,594
Miles Driven	78,940	4,354	83,294
On Time Performance			93%
Train Delays			5

Paratransit	Mon-Sat	Sundays	Total
Passenger Rides	2,108	26	2,134
Miles Driven	8,371	88	8,459
On Time Performance			96%

*On Time Performance (OTP): method of understanding punctuality for public transit

Facilities Maintenance Division

The Maintenance Manager has developed individualized building inspection reports for each facility based on the model that transit uses for the FTA requirements. Each City building will receive Quarterly inspections-these inspections will aid in long term capital planning and maintenance costs.

1. Transit Facilities: Office relocations, HVAC updates, and repairs at Transit Center to correct flow and safety for bus drivers and dispatchers. Continued safety initiative including: installation of security cameras and doors, painting, and concrete repair. Ordered bike racks, pending installation.
2. Library Facilities:
 - a. Lease Space: Electric door strike project underway.
 - b. Library: Continued repairs and work. Monthly maintenance PM's completed. HVAC project underway.
3. Police Facilities: Building maintenance PM schedule is completed. Repair and adjust doors.
4. Civic Center: Solar project underway-design development.
5. MSC: Working with AEX for roof design and walkway addition. Fire alarm maintenance and testing.
6. CILBA: monthly home inspections completed. Working on Wee Folk project including: securement, bid specs, and contractual bids.
7. Fire Department: Stair repair, monitor system repair, asbestos abatement.

Electric Vehicle (EV) Division

For the month of February, the EV staff completed the following projects:

1. EVRP kickoff and stakeholder meeting #1 completed.
2. EVRP Community engagement meetings: CONO
3. NEVI (National Electric Vehicle Infrastructure) research and funding options.