



**Monday, April 15, 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 April 1, 2024 City Council Meeting

IV. Unfinished Business

1. Ordinance Annexing Territory Entirely Surrounded by the City Limits - 1803 W. Sunset Ave., Lot South of 2081 W. Sunset, Lot South of 2069 W. Sunset, Lot South of 2021 W. Sunset, Lot South of 1945 W. Sunset, Lot South of 1937 W. Sunset, Lot South of 1929 W. Sunset, Lot South of 1915 W. Sunset, Lot South of 1901 W. Sunset, Lot South of 2011 W. Sunset, Lot South of 2095 W. Sunset, Lot South of 700 S. Westlawn, Lot South of 1909 W. Sunset, Lot South of 1893 W. Sunset, Lot South of 1873 W. Sunset, Lot South of 1853 W. Sunset

V. New Business

1. Treasurer's Financial Report
2. An Ordinance Amending the 2023 Budget Reconciliation Ordinance of the City of Decatur, Illinois and Closing Fund 99
3. An Ordinance Providing for the Issuance of not to Exceed \$36,800,000 General Obligation Bonds of the City of Decatur, Macon County, Illinois, to Refund Certain Outstanding Bonds and to Finance Water System Infrastructure Improvements, Authorizing the Sale of said Bonds to the Purchaser thereof, Providing for the Levy and Collection of a Direct Annual Tax Sufficient for the Payment of the Principal of and Interest on said Bonds, and Further Providing for the Execution of an Escrow Agreement in Connection with Such Issuance
4. Resolution Authorizing an Agreement to Transfer Property to the Staley Museum

5. Resolution Authorizing the Execution of an Agreement with Ezell Excavating Inc. for the Demolition of 1222 E. Grand (Former Durfee School) and 1500 E. Condit (Former Coppenbarger School)
6. Ordinance Rezoning Property from R-1 Single Family Residence District to R-3 Single Family Residence District - 4210 East Lakewood Avenue
7. Ordinance Amending Conditional Use Permit - 3840 North Martin Luther King Jr. Drive
8. Resolution Accepting the Bid and Authorizing the Execution of a Construction Contract with Henson Robinson Company, Inc. for the Chemical Feed Upgrades and Bulk Water Upgrades
9. Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy, and Tilly to Provide Engineering Services for the Chemical Feed Upgrades and Bulk Water Upgrades
10. Resolution Accepting the Bid Price of G&H Marine, Inc. for Lake Services Dock System
11. Resolution Authorizing a Lease Agreement with G & H Services, LLC-1 for Nelson Park Marina Fuel System
12. Resolution Authorizing Approval to Renew Annual License and Support Agreement from Tyler Technologies, Inc. for the MUNIS Enterprise Financial Software Suite.
13. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Receiving and Filing of Minutes of Boards and Commissions
 - B. Resolution Approving Appointment - Construction and Housing Board of Appeals
 - C. Ordinance Annexing Territory 2980 Lakeland Road
 - D. Ordinance Annexing Territory 2167 South Shores Drive
 - E. Resolution Authorizing an Agreement with American Farmland Trust, for Services with the Regional Conservation Partnership Program
 - F. Resolution Authorizing an Agreement with EcoMetrics, LLC for Services with the Regional Conservation Partnership Program
 - G. Resolution Authorizing an Agreement with Ecosystem Services Exchange, for Services with the Regional Conservation Partnership Program
 - H. Resolution Authorizing an Agreement with FarmRaise, for Services, with the Regional Conservation Partnership Program
 - I. Resolution Authorizing an Agreement with ManPlan INC., for Services, with the Regional Conservation Partnership Program
 - J. Resolution Authorizing an Agreement with Pinion LLC., for Services, with the Regional Conservation Partnership Program
 - K. Resolution Authorizing Lake Decatur Watershed Protection Program

- Agreement for West Waterway Improvements with Lynn Clarkson
- L. Resolution Authorizing Lake Decatur Watershed Protection Program Agreement for East Waterway Improvements with Lynn Clarkson
- M. Resolution Accepting Heartland Controls Quotation for the Purchase of a Full Profile Insertion Meter
- N. Resolution Authorizing the Execution of an Agreement with Swicks Lawncare for 2024 Weed Abatement
- O. An Ordinance Reserving 2024 Volume Cap for Private Activity Bond Issues, and Related Matters
- P. Resolution Authorizing License P-11718 for Underground Pipelines, Cables and Conduit for a Water Main with the Illinois Central Railroad on Faries Parkway at Brush College Road

VI. Other Business

VII. Recess to Closed Executive Session

Recess to Closed Executive Session Pursuant to Section 2(c)(5), the Purchase or Lease of Real Property for the Use of the Public Body

VIII. Adjournment

Monthly Reports, March, 2024

SUBJECT: Approval of Minutes of April 1, 2024 City Council Meeting

ATTACHMENTS:

Description	Type
Approval of Minutes of April 1, 2024 City Council Meeting	Backup Material

CITY COUNCIL MINUTES

Monday, April 1, 2024

On Monday, April 1, 2024, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

Mayor Moore Wolfe read a letter of support from Dana Ray regarding the appointment of Tim Gleason for City Manager.

The following citizens provided comments to the Council: Bret Roberson, Justin Phillips, Lawrence Barbee, Daniel Lott, Tom Brinkoetter, Nancy James, Reverend Courtney Carson, Jim Taylor, Prescott Paulin, Phil Cochran, Sandy Bronson, Harry Jackson, Dan Landers, Abeer Motan, Ayn Owens, Semaj Allen and David Jones.

City Manager Wrighton responded to comments from citizens concerning annexations.

Council members responded to comments from citizens regarding the City Manager appointment and annexations.

The minutes of the March 18, 2024, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel 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.

R2024-94 Resolution Authorizing Appointment - City Manager, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Council members provided feedback concerning the employment contract and appointment of the City Manager.

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

R2024-95 Resolution Authorizing Employment Agreement - City Manager, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe gave a brief overview of the Resolution.

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

2024-31 Ordinance Amending City Code Chapter 56 Refuse and Recyclables Removal Concerning Yard Waste, was presented.

City Manager Wrighton gave an overview of the Ordinance and spoke about options for yard waste services.

Mayor Moore Wolfe exited the Council Chamber at 6:48 pm. and returned at 6:50 pm.

Council members held a discussion on yard waste options presented by the City Manager.

Mr. Dave Schaab, Municipal Marketing Manager for Waste Management, was present to answer questions regarding services that they provide.

Mr. Prescott Paulin commented about yard waste services.

Mayor Moore Wolfe exited the Council Chamber at 6:53 pm. and returned at 6:55 pm.

The consensus of Council members was in favor of the first option for yard waste services which included a common fee paid by all residential customers.

Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

R2024-96 Resolution Accepting a Proposal from Triple A Asbestos for the Abatement of Asbestos from Vacant Buildings Located at 436 N. Main (Former YWCA), was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Mr. Brett Robertson provided comments concerning the proposal for asbestos removal.

Council members held a discussion concerning the condition of the building.

Corporation Counsel Wendy Morthland answered questions from Council members concerning the legal process.

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

R2024-97 Resolution Accepting the Bid and Authorizing the Execution of a Construction Contract with Lourash and Mahannah Excavation, LLC for the Oakley Sediment Basin Drainage Improvements, City Project 2022-04, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

Councilman Horn provided comments about the Oakley Sediment Basin.

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

R2024-98 Resolution Authorizing a Contract Change Order with Burdick Plumbing and Heating Co., Inc. for the William Street Pump Station Improvements, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

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

R2024-99 Resolution Authorizing Execution of a Purchase Order Between the City of Decatur, Illinois and Master's Transportation Inc. for State of Texas Contract #230204, for Two (2) Ford Transit Vans, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Ms. Lacie Elzy, Director of Transportation Services, gave an overview of the Resolution.

Council members held a discussion on electric vehicles.

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

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through Z. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. Councilman Cooper requested to remove Item K. from the Consent Agenda Calendar.

Mr. Mickey Cottrell submitted an “Advanced Request to Speak” before the City Council meeting on Item P.

Mayor Moore Wolfe removed Item P. from the Consent Agenda Calendar.

Ordinance Annexing Territory Entirely Surrounded by the City Limits - 775 W. Grove Road, 747 W. Grove Road, 865 W. Grove Road, 805 W. Grove Road, 815 W. Grove Road, and Lot West of 815 W. Grove Road, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Cottrell, 775 W. Grove Road, objected to the annexation of his property.

Council members held a discussion regarding the proposed annexation.

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

Mr. Lawrence Barbee submitted an “Advanced Request to Speak” before the City Council meeting on Item X.

Mayor Moore Wolfe removed Item X. from the Consent Agenda Calendar.

Resolution Authorizing the Execution of an Agreement with Azuish Enterprise LLC for 2024 Weed Abatement, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Barbee informed Council members that he was rejecting the contract since he would not be awarded additional districts.

The Resolution was removed from the City Council agenda.

The Clerk read Items A. through J., L. through O., Q. through W., Y. and Z.

Item A. Receiving and Filing of Minutes of Board and Commissions
2024-32 Item B. Ordinance Annexing Territory 3070 Turpin Road
2024-33 Item C. Ordinance Annexing Territory Entirely Surrounded by the City Limits -
3226 Desert Inn Road
2024-34 Item D. Ordinance Annexing Territory Entirely Surrounded by the City Limits -
3210 N Westlawn Avenue and 2112 Solar Avenue
2024-35 Item E. Ordinance Annexing Territory Entirely Surrounded by the City Limits -
2093 Solar Avenue

2024-36 Item F. Ordinance Annexing Territory Entirely Surrounded by the City Limits - 3170 N. Westlawn

2024-37 Item G. Ordinance Annexing Territory Entirely Surrounded by the City Limits - Lot West of 3555 W. Catherine

2024-38 Item H. Ordinance Annexing Territory Entirely Surrounded by the City Limits - 3833 W. Division

2024-39 Item I. Ordinance Annexing Territory Entirely Surrounded by the City Limits - 1135 N. Moffet Lane, 1205 N. Moffet Lane, 1003 N. Moffet Lane, 3204 W. Marietta Street and 3214 W. Marietta Street

2024-40 Item J. Ordinance Annexing Territory Entirely Surrounded by the City Limits - 3601 W. Marietta Street

2024-41 Item L. Ordinance Annexing Territory Entirely Surrounded by the City Limits - Lot East of 1302 W. Bowshier

2024-42 Item M. Ordinance Annexing Territory Entirely Surrounded by the City Limits - 2420 Hulett Drive, 2449 Hulett Drive, 2465 Haines Hill Road and 2448 Hulett Road

2024-43 Item N. Ordinance Annexing Territory Entirely Surrounded by the City Limits - 2514 Hulett Drive

2024-44 Item O. Ordinance Annexing Territory Entirely Surrounded by the City Limits - 3316 Ferris Drive, 1850 Ferris Drive, and 1930 Ferris Drive

2024-45 Item Q. Ordinance Annexing Territory Entirely Surrounded by the City Limits - 2933 Danny Drive, 2913 Danny Drive, 2914 Danny Drive and 2934 Danny Drive

2024-46 Item R. Ordinance Annexing Territory Entirely Surrounded by the City Limits - 3011 Danny Drive

2024-47 Item S. Ordinance Annexing Territory Entirely Surrounded by the City Limits - 1604 South Shores Drive

2024-48 Item T. Ordinance Annexing Territory Entirely Surrounded by the City Limits - 3643 E. Corman Street

2024-49 Item U. Ordinance Annexing Territory Entirely Surrounded by the City Limits - 1424 S. 37th Street, 1434 S. 37th Street, 3847 E. Corman Street, Lot East of 3847 E. Corman Street, 1531 S. 44th Street, Lot East of 3643 E. Corman Street, 1495 S. 37th Street and Lot South of 1466 S. 37th Street

2024-50 Item V. Ordinance Annexing Territory Entirely Surrounded by the City Limits - 1645 S. 44th Street and 1685 S. 44th Street

2024-51 Item W. Ordinance Annexing Territory Entirely Surrounded by the City Limits - Lot North of 4148 E. Faries Parkway and Lot West of 4152 E. Faries Parkway

R2024-100 Item Y. Resolution Authorizing Action Regarding Unsafe Structures

R2024-101 Item Z. Resolution Authorizing an Intergovernmental Cooperation Agreement between City of Decatur, Macon County, Village of Forsyth, Village of Mt. Zion, and Illinois Department of Transportation for the Purpose of Coordinating Transportation, Land use, and other Related Infrastructure Planning in the Decatur Metropolitan Planning Area

Councilwoman Gregory moved Items A. through J., L. through O., Q. through W., Y. and Z. be approved by Omnibus Vote; seconded by Councilman Kuhle, and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Ordinance Annexing Territory Entirely Surrounded by the City Limits - 1803 W. Sunset Ave., Lot South of 2081 W. Sunset, Lot South of 2069 W. Sunset, Lot South of 2021 W. Sunset, Lot South of 1945 W. Sunset, Lot South of 1937 Sunset, Lot South of 1929 W. Sunset, Lot South of 1915 W. Sunset, Lot South of 1901 W. Sunset, Lot South of 2011 Sunset, Lot South of 2095 Sunset, Lot South of 700 S. Westlawn, Lot South of 1909 W. Sunset, Lot South of 1893 W. Sunset, Lot South of 1873 W. Sunset, Lot South of 1853 Sunset, was presented.

Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Councilman Cooper made a motion to table the Ordinance until it could be verified that 1915 W Sunset Ave. was completely surrounded, seconded by Councilman Kuhle.

Ms. Wendy Morthland, Corporation Counsel, answered questions from Council members regarding the annexation process.

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

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

Council members thanked Decatur Civic Center staff for holding a wrestling event in the Civic Center arena that brought around 6,000 people to Decatur.

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

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 8:10 p.m.

Approved _____
Kim Althoff
City Clerk

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance Annexing Territory Entirely Surrounded by the City Limits	Ordinance
Map	Backup Material

April 11, 2024

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Involuntary Annexation Tract South of West Sunset

This item was tabled at the City Council's April 1st meeting because council members wanted staff to verify that the tract is fully surrounded (it is), and to allow the complainant's arguments to be re-evaluated. A map of the surrounded parcel is included in the packet. The Legal and Public Works Departments have prepared this item properly, and in accordance with the law.

Like all other involuntary annexations, the proposed West Sunset annexation is fully surrounded and is now one of the "holes in the Swiss cheese" (the "cheese" being the entire territory comprising the city of Decatur). The complainant's reasons for opposing annexation have little to do with the city's reasons for pursuing its annexation policy. It is true that portions of the West Sunset back lots are in the Sangamon River floodplain, and that these lots are presently undeveloped; but much of the Sangamon River floodplain is already inside the city limits, and more of it should be as the city seeks to secure more options for water storage and water supply in the future. Having more of the floodplain in the city also allows the city to regulate and manage the floodplain more effectively and consistently.

If the City Council wishes to amend its annexation policy to allow miscellaneous unincorporated islands throughout the city, that is their prerogative. But presently it is city policy to annex parcels that are fully surrounded as a matter of fairness, equity and consistency of service delivery.

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
ENTIRELY SURROUNDED BY THE CITY LIMITS**

-1803 W. SUNSET AVE, LOT SOUTH OF 2081 W. SUNSET, LOT SOUTH OF 2069 W. SUNSET, LOT SOUTH OF 2021 W. SUNSET, LOT SOUTH OF 1945 W. SUNSET, LOT SOUTH OF 1937 SUNSET, LOT SOUTH OF 1929 W. SUNSET, LOT SOUTH OF 1915 W. SUNSET, LOT SOUTH OF 1901 W. SUNSET, LOT SOUTH OF 2011 SUNSET, LOT SOUTH OF 2095 SUNSET, LOT SOUTH OF 700 S. WESTLAWN, LOT SOUTH OF 1909 W. SUNSET, LOT SOUTH OF 1893 W. SUNSET, LOT SOUTH OF 1873 W. SUNSET, LOT SOUTH OF 1853 SUNSET-

WHEREAS, certain unincorporated territory described on Exhibit A attached hereto and hereby made a part hereof is wholly bounded and surrounded by the boundaries of the City of Decatur; and,

WHEREAS, such territory is less than sixty (60) acres in area; and,

WHEREAS, the Council finds that such territory should be annexed to the City of Decatur, Illinois; and,

WHEREAS, notice of the contemplated annexation of said territory has been given as provided by law.

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

Section 1. That the annexation of said territory described on Exhibit A attached hereto and hereby made a part hereof, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be and the same is hereby, approved.

Section 2. That said territory herein described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same is hereby, annexed to and 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 and marked Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk cause certified copies of this Ordinance to be respectively filed with the Postmaster of Decatur, Illinois and the Macon County Clerk and recorded by the Recorder's Office of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 15th day of April 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

LEGAL DESCRIPTION

-1803 W. SUNSET AVE, LOT SOUTH OF 2081 W. SUNSET, LOT SOUTH OF 2069 W. SUNSET, LOT SOUTH OF 2021 W. SUNSET, LOT SOUTH OF 1945 W. SUNSET, LOT SOUTH OF 1937 SUNSET, LOT SOUTH OF 1929 W. SUNSET, LOT SOUTH OF 1915 W. SUNSET, LOT SOUTH OF 1901 W. SUNSET, LOT SOUTH OF 2011 SUNSET, LOT SOUTH OF 2095 SUNSET, LOT SOUTH OF 700 S. WESTLAWN, LOT SOUTH OF 1909 W. SUNSET, LOT SOUTH OF 1893 W. SUNSET, LOT SOUTH OF 1873 W. SUNSET, LOT SOUTH OF 1853 SUNSET-

TRACT A

Lot One (1) of University Place 13th Addition, as per Plat recorded in Book 1832, Page 732 of the Records in the Recorder's Office of Macon County, Illinois
Commonly known as 1803 W. Sunset Ave. (04-12-16-354-027)

TRACT B

Lot 23 of University Place 8th Addition to the City of Decatur as per Plat recorded in Book 982 Page 101 of the records in the Recorder's Office of Macon County, Illinois, AND Lot Three (3) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.
Commonly known as Lot South of 2081 W. Sunset (04-12-16-352-008)

TRACT C

Lot Four (4) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.
Commonly known as Lot South of 2069 W. Sunset (04-12-16-352-009)

TRACT D

Lot Five (5) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois.
Commonly known as Lot South of 2021 W. Sunset (04-12-16-352-012)

TRACT E

Lot Eight (8) of Sunset Avenue Addition to the City of Decatur, as per Plat recorded in the Records in the Recorder's Office of Macon County, Illinois.
Commonly known as Lot South of 1945 W. Sunset (04-12-16-354-016)

TRACT F

Lot Nine (9) of Sunset Avenue 1st Addition to the City of Decatur, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois.
Commonly known as Lot South of 1937 W. Sunset (04-12-16-354-017)

EXHIBIT A

TRACT G

Lot Ten (10) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon, County, Illinois.

Commonly known as Lot South of 1929 W. Sunset (04-12-16-354-018)

TRACT H

Lot Eleven (11) of Sunset Avenue First Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois.

Commonly known as Lot South of 1915 W. Sunset (04-12-16-354-019)

TRACT I

Lot Fourteen (14) of Sunset Avenue First Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois.

Commonly known as Lot South of 1901 W. Sunset (04-12-16-354-021)

TRACT J

Lot Six (6) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois.

Commonly known as Lot South of 2011 W. Sunset (04-12-16-352-010)

TRACT K

Lots One (1) and Two (2) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of Plats in the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Commonly known as Lot South of 2095 W. Sunset (04-12-16-352-011)

TRACT L

Lot Seven (7) of Sunset Avenue First Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Commonly known as Lot South of 700 S. Westlawn (04-12-16-354-015)

TRACT M

Lots Twelve (12) and Thirteen (13) of Sunset Avenue First Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Commonly known as Lot South of 1909 W. Sunset (04-12-16-354-020)

TRACT N

Lot Fifteen (15) of Sunset Avenue First Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Commonly known as Lot South of 1893 W. Sunset (04-12-16-354-022)

EXHIBIT A

TRACT O

Lot Sixteen (16) of Sunset Avenue First Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Commonly known as Lot South of 1873 W. Sunset (04-12-16-354-023)

TRACT P

Lots Seventeen (17) and Eighteen (18) of Sunset Avenue First Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Commonly known as Lot South of 1853 W. Sunset Ave. (04-12-16-354-024)

EXHIBIT A

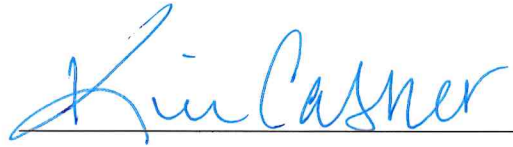
AMENDED AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)
)
COUNTY OF MACON)

Kim Casner states that she gave notice to the taxpayers of record of the pending action to be taken on an Ordinance annexing certain surrounded territory, in compliance with the provisions of Section 5/7-1-13 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-13), by sending a notice by certified mail, postage paid, to the names and addresses set forth below. All notices were mailed on the 21st day of February, 2024, by this Affiant, at Decatur, Illinois, being more than fifteen (15) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory and a Notice of April 15, 2024 Intent to Annex by first class mail, postage paid, to the names and addresses set forth below on the 3rd day of April, 2024.

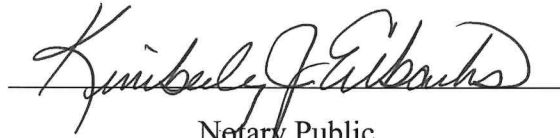
Kevin M. Hammon and Katherine E. Slingerland, 1803 W. Sunset Ave., Decatur, IL 62522
Jose Alex Galvan and Kenneth R. Smith, 2081 W. Sunset, Decatur, IL 62522
Linda J. Love, 2069 W. Sunset Ave., Decatur, IL 62522
Matthew B. Carroll and Samantha L. Carroll, 2021 W. Sunset Avenue, Decatur, IL 62522
Jack Shull, 1945 W. Sunset Avenue, Decatur, IL 62522
Richard L. Webb, 1937 Sunset Avenue, Decatur, IL 62522
Zachary T. Tindell and Jessica A. McGaughy, 1929 Sunset Avenue, Decatur, IL 62522
Semaj U. Allen, 1915 W. Sunset Avenue, Decatur, IL 62522
J. Jeffrey Broderick, 1909 W. Sunset Avenue, Decatur, IL 62522
Michael Taussig, 2011 Sunset Avenue, Decatur, IL 62522
Daniel T. Landers and Carol A. Landers, 2095 Sunset Avenue, Decatur, IL 62522
Lisa Bollhorst-Horn, 700 S. Westlawn, Decatur, IL 62522

Robert L. Hull, III and Pamela Martin-Hull, 1839 W. Sunset, Decatur, IL 62522
Jesse L. McVay and Katie N. VanMetre, 264 N. Summit, Decatur, IL 62522
MLIPO2, LLC, 3247 Greenlake Court, Decatur, IL 62521

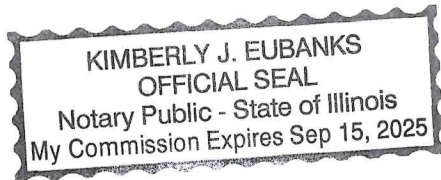


Kim Casner

Subscribed and sworn to before me this 3rd day of April, 2024.



Notary Public



AMENDED AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)
)
COUNTY OF MACON)

Kim Casner states that she gave notice of the pending action to be taken on an Ordinance annexing certain surrounded territory lying within the South Wheatland Fire Protection District and to the Corporate Authorities of the County of Macon, Illinois , in compliance with the provisions of Section 5/7-1-1 et. seq. of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1 et. seq.), by sending a notice by certified mail, postage paid to each of the Trustees of the South Wheatland Fire Protection District and the Board Members of the Macon County, Illinois Board, as set forth below. All notices were mailed on the 5th day of March, 2024, by this Affiant, at Decatur, Illinois, being more than ten (10) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory and a Notice of April 15, 2024 Intent to Annex by first class mail, postage paid, to the names and addresses set forth below on the 3rd day of April, 2024.

SOUTH WHEATLAND FIRE PROTECTION DISTRICT:

Tom Williams, Fire Chief, 4160 Mt. Auburn Road, Decatur, IL 62521

Todd Speckman, 3616 West Rock Springs Road, Decatur, IL 62521

Sidney E. Duffer, Jr., 6960 Mount Auburn Road, Decatur, IL 62521

Josh Sapp, 3315 Ferris Drive, Decatur, IL 62521

Chris Siudyla, Attorney at Law, 132 S. Water Street, Suite 610, Decatur, IL 62522

MACON COUNTY BOARD:

Kevin R. Greenfield, 3205 S. Point Pleasant Rd., Decatur, IL 62521

Debra Kraft, 9817 Nevada Rd., Blue Mound, IL 62513

Linda Little, 1413 W. Sunset Ave., Decatur, IL 62522

Gregory A. Mattingley, 2271 Kenwood Ct., Decatur, IL 62526

Grant Noland, 2502 Midiron Dr., Decatur, IL 62521

William Oliver, 535 Cantrell Hts., Decatur, IL 62521

Karl Coleman, 244 N. Summit Ave., Decatur, IL 62522

Jeffrey L. Entler, 1645 S. St. Louis Bridge Road, Decatur, IL 62521

Vivian Goodman, 1676 N. Union Street, Decatur, IL 62526

Andrew Hogan, 4393 Hogan Road, Dalton City, IL 61925

Jake Horve, 124 Shadow Ridge Blvd., Forsyth, IL 62535

Ryan Kreke, 903 S. Cedar Hill Drive, Decatur, IL 62521

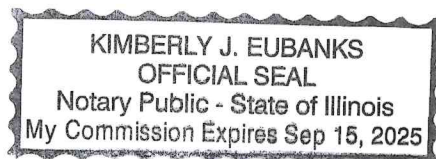
Kristen Lerner, 2613 W. School Road, Maroa, IL 61756

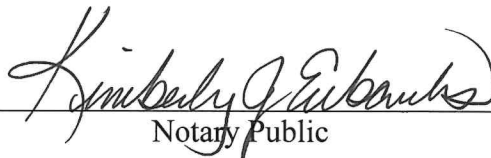
Mary Scott, 841 W. Forsyth Parkway, Forsyth, IL 62535

Edward Yoder, 2828 Jaymar Trail, Apt. 304, Decatur, IL 62521


Kim Casner

Subscribed and sworn to before me this 3rd day of April, 2024.




Notary Public



Macon Co., Illinois
S.S. by Mary A. Eaton, Recorder

Book: 4999 Page: 605

Receipt #: 142650

Doc#: 2022731

Pages Recorded: 5

Recording Fee: \$53.00

Authorized By: *Mary A. Eaton*

Date Recorded: 3/4/2024 8:45:54 AM

AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)

)

COUNTY OF MACON)

Kim Casner states that she gave notice to the taxpayers of record of the pending action to be taken on an Ordinance annexing certain surrounded territory, in compliance with the provisions of Section 5/7-1-13 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-13), by sending a notice by certified mail, postage paid, to the names and addresses set forth below. All notices were mailed on the 21st day of February, 2024, by this Affiant, at Decatur, Illinois, being more than fifteen (15) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

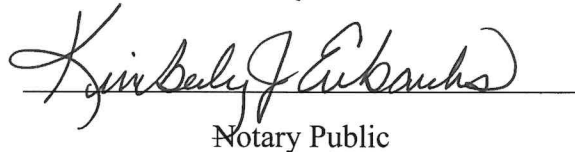
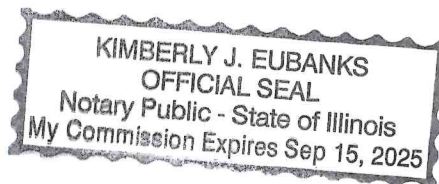
Kevin M. Hammon and Katherine E. Slingerland, 1803 W. Sunset Ave., Decatur, IL 62522
Jose Alex Galvan and Kenneth R. Smith, 2081 W. Sunset, Decatur, IL 62522

Linda J. Love, 2069 W. Sunset Ave., Decatur, IL 62522
Matthew B. Carroll and Samantha L. Carroll, 2021 W. Sunset Avenue, Decatur, IL 62522
Jack Shull, 1945 W. Sunset Avenue, Decatur, IL 62522
Richard L. Webb, 1937 Sunset Avenue, Decatur, IL 62522
Zachary T. Tindell and Jessica A. McGaughy, 1929 Sunset Avenue, Decatur, IL 62522
Semaj U. Allen, 1915 W. Sunset Avenue, Decatur, IL 62522
J. Jeffrey Boderick, 1909 W. Sunset Avenue, Decatur, IL 62522
Michael Taussig, 2011 Sunset Avenue, Decatur, IL 62522
Daniel T. Landers and Carol A. Landers, 2095 Sunset Avenue, Decatur, IL 62522
Lisa Bollhorst-Horn, 700 S. Westlawn, Decatur, IL 62522
Robert L. Hull, III and Pamela Martin-Hull, 1839 W. Sunset, Decatur, IL 62522
Jesse L. McVay and Katie N. VanMetre, 1873 W. Sunset, Decatur, IL 62522
MLIPO2, LLC, 3247 Greenlake Court, Decatur, IL 62521



Kim Casner

Subscribed and sworn to before me this 21st day of February, 2024.



Notary Public



Macon Co., Illinois
S.S. by Mary A. Eaton, Recorder

Book: 5002 Page: 755

Receipt #: 143001

Doc#: 2023260

Pages Recorded: 5

Recording Fee: \$53.00
Authorized By: Mary A. Eaton

Date Recorded: 3/15/2024 1:49:08 PM

AFFIDAVIT AND CERTIFICATE OF SERVICE

STATE OF ILLINOIS)

COUNTY OF MACON)

I, the undersigned Peace Officer, do hereby certify that I duly served the attached Notice to Taxpayers of Intent to Annex in the following manner:

X A. Personal Service on Taxpayer KATIE N. VANMETRE by leaving a copy of the attached Notice to Taxpayers of Intent to Annex with KATIE N. VANMETRE personally on 03/13, 2024 at the hour of 1624, at 264 N SUMMIT, DECATUR, IL, County of MACON.

____ B. Alternate Service on Taxpayer KATIE N. VANMETRE, by leaving on _____, 2024 at the hour of _____, at _____, _____, IL, County of Macon, his usual place of abode with _____, a Cohabiting Adult, a person of his family, of the age of 13 years or older, informing that person of the contents of the attached Notice to Taxpayers of Intent to Annex and also by sending on March _____, 2024, a copy of the attached Notice to Taxpayers of Intent to Annex in a sealed envelope with postage fully paid, addressed to KATIE N. VANMETRE at his usual place of abode.

 B SAUER #1312

Peace Officer, City of Decatur, Illinois

VERIFICATION

Under penalties as provided by law, I certify that the statements set forth in this Affidavit of Service are true and correct to the best of my knowledge.

03/13/24
DATE

 03/2
SIGNATURE



Macon Co., Illinois
S.S. by Mary A. Eaton, Recorder

Book: 5002 Page: 760

Receipt #: 143001

Doc#: 2023261

Pages Recorded: 5

Recording Fee: \$53.00

Authorized By: Mary A. Eaton

Date Recorded: 3/15/2024 1:49:09 PM

AFFIDAVIT AND CERTIFICATE OF SERVICE

STATE OF ILLINOIS)

COUNTY OF MACON)

I, the undersigned Peace Officer, do hereby certify that I duly served the attached Notice to Taxpayers of Intent to Annex in the following manner:

____ A. Personal Service on Taxpayer JESSE L. MCVAY by leaving a copy of the attached Notice to Taxpayers of Intent to Annex with JESSE L. MCVAY personally on _____, 2024 at the hour of _____, at _____, IL, County of _____.

☒ B. Alternate Service on Taxpayer JESSE L. MCVAY, by leaving on 03/13, 2024 at the hour of 1629, at 264 N SUMMIT, DECATUR, IL, County of Macon, his usual place of abode with LATIE MCVAY (WIFE), a Cohabiting Adult, a person of his family, of the age of 13 years or older, informing that person of the contents of the attached Notice to Taxpayers of Intent to Annex and also by sending on March 14, 2024, a copy of the attached Notice to Taxpayers of Intent to Annex in a sealed envelope with postage fully paid, addressed to JESSE L. MCVAY at his usual place of abode.

Peace Officer, City of Decatur, Illinois

VERIFICATION

Under penalties as provided by law, I certify that the statements set forth in this Affidavit of Service are true and correct to the best of my knowledge.

03/13/24

DATE

 1312

SIGNATURE



Macon Co., Illinois
S.S. by Mary A. Eaton, Recorder

Book: 5001 Page: 631

Receipt #: 142793

Doc#: 2022986

Pages Recorded: 5

Recording Fee: \$53.00
Authorized By: Mary A. Eaton

Date Recorded: 3/7/2024 8:23:02 AM

AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)
)
COUNTY OF MACON)

Kim Casner states that she gave notice of the pending action to be taken on an Ordinance annexing certain surrounded territory lying within the South Wheatland Fire Protection District and to the Corporate Authorities of the County of Macon, Illinois , in compliance with the provisions of Section 5/7-1-1 et. seq. of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1 et. seq.), by sending a notice by certified mail, postage paid to each of the Trustees of the South Wheatland Fire Protection District and the Board Members of the Macon County, Illinois Board, as set forth below. All notices were mailed on the 5th day of March, 2024, by this Affiant, at Decatur, Illinois, being more than ten (10) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

SOUTH WHEATLAND FIRE PROTECTION DISTRICT:

Tom Williams, Fire Chief, 4160 Mt. Auburn Road, Decatur, IL 62521

Todd Speckman, 3616 West Rock Springs Road, Decatur, IL 62521


Sidney E. Duffer, Jr., 6960 Mount Auburn Road, Decatur, IL 62521

Josh Sapp, 3315 Ferris Drive, Decatur, IL 62521

Chris Siudyla, Attorney at Law, 132 S. Water Street, Suite 610, Decatur, IL 62522

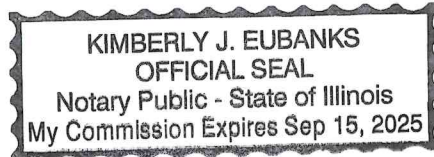
MACON COUNTY BOARD:

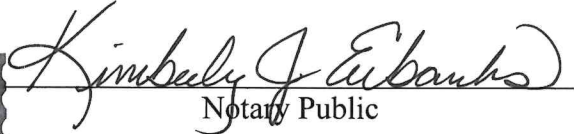
Kevin R. Greenfield, 3205 S. Point Pleasant Rd., Decatur, IL 62521
Debra Kraft, 9817 Nevada Rd., Blue Mound, IL 62513
Linda Little, 1413 W. Sunset Ave., Decatur, IL 62522
Gregory A. Mattingley, 2271 Kenwood Ct., Decatur, IL 62526
Grant Noland, 2502 Midiron Dr., Decatur, IL 62521
William Oliver, 535 Cantrell Hts., Decatur, IL 62521
Karl Coleman, 244 N. Summit Ave., Decatur, IL 62522
Jeffrey L. Entler, 1645 S. St. Louis Bridge Road, Decatur, IL 62521
Vivian Goodman, 1676 N. Union Street, Decatur, IL 62526
Andrew Hogan, 4393 Hogan Road, Dalton City, IL 61925
Jake Horve, 124 Shadow Ridge Blvd., Forsyth, IL 62535
Ryan Kreke, 903 S. Cedar Hill Drive, Decatur, IL 62521
Kristen Lerner, 2613 W. School Road, Maroa, IL 61756
Mary Scott, 841 W. Forsyth Parkway, Forsyth, IL 62535
Edward Yoder, 2828 Jaymar Trail, Apt. 304, Decatur, IL 62521
Michael B. Baggett, Assistant State's Attorney, State's Attorney's Office, 253 E. Wood St.,
Decatur, IL 62523



Kim Casner

Subscribed and sworn to before me this 5th day of March, 2024.





Notary Public

CERTIFICATE OF PUBLICATION

State of Illinois)
County of Macon) ss.

I, the undersigned, do hereby certify that I am the publisher of DECATUR TRIBUNE, a public and secular newspaper of general circulation, published weekly in the City of Decatur, Macon County, Illinois, and that the same has been regularly published for at least one year prior to the date of the first publication of the notice hereinafter mentioned, and is qualified as a newspaper as defined in Act - Chapter 100, Sections 1 and 5, Illinois Revised Statutes.

I further certify that a notice, or advertisement, of which the annexed is a true printed copy, has been regularly published in said newspaper, DAEC times, once in each week for DAEC successive weeks, the first publication thereof having been made in the issue of the DECATUR TRIBUNE on the 10TH day of April, A.D. 2024 and the last publication thereof having been made in the issue of said newspaper published on the 10TH day of April, A.D. 2024. Fee \$45.9460

IN WITNESS WHEREOF, I have hereunto set my hand at Decatur in said County and State, this 11TH day of April, A.D. 2024.

Paul V. DeVore
Publisher.

DECATUR TRIBUNE

Received Payment

By _____

NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounding territory described in the plat of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounding territory at a regular meeting of the Decatur City Council on April 15, 2024, at 5:30 PM, in the City Council Chambers, #1 South Chambers Plaza, Decatur, Illinois.

The territory under consideration is described in a tract of property, totaling approximately 0.55 acres and being more commonly known as Lot 103, W. Sunset Avenue (04-1345-352-027), Lot South of 2081 W. Sunset (04-12-16-332-008), Lot South of 2069 W. Sunset (04-12-16-332-009), Lot South of 2021 W. Sunset (04-12-16-332-012), Lot South of 1937 W. Sunset (04-12-16-334-016), Lot South of 1937 W. Sunset (04-12-16-334-017), Lot South of 1929 W. Sunset (04-12-16-334-018), Lot South of 1915 W. Sunset (04-12-16-334-019), Lot South of 1909 W. Sunset (04-12-16-334-020), Lot South of 2011 W. Sunset (04-12-16-334-021), Lot South of 2095 W. Sunset (04-12-16-332-010), Lot South of 2011 W. Sunset (04-12-16-332-011), Lot South of 2005 W. Sunset (04-12-16-332-015), Lot South of 1909 W. Sunset (04-12-16-334-020), Lot South of 1893 W. Sunset (04-12-16-334-022), Lot South of 1853 W. Sunset (04-12-16-334-023), is wholly surrounded by the city of Decatur corporate limits and is legally described as follows:

TRACT A
Lot One (1) of University Place 13th Edition, as per Plat recorded in Book 1832, Page 732 of the Records in the Recorder's Office of Macon County, Illinois. Commonly known as 1803 W. Sunset Ave. (04-12-16-334-027)

TRACT B
Lot 23 of University Place 8th Addition to the City of Decatur as per Plat record, the records in the Recorder's Office of Macon County, Illinois, AND Lot Three (3) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as Lot 12-16-352-008)

TRACT C
Lot Four (4) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as Lot 12-16-352-009)

TRACT D
Lot Five (5) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Commonly known as Lot South of 2021 W. Sunset (04-12-16-332-012)

TRACT E
Lot Eight (8) of Sunset Avenue 1st Addition to the City of Decatur as per Plat recorded in the Records in the Recorder's Office of Macon County, Illinois. Commonly known as Lot South of 1945 W. Sunset (04-12-16-334-010)

TRACT F
Lot Nine (9) of Sunset Avenue 1st Addition to the City of Decatur as per Plat recorded in the Records in the Recorder's Office of Macon County, Illinois. Commonly known as Lot South of 1909 W. Sunset (04-12-16-334-019)

TRACT G
Lot Ten (10) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as Lot 12-16-334-018)

TRACT H
Lot Eleven (11) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Commonly known as Lot South of 1915 W. Sunset (04-12-16-334-019)

TRACT I
Lot Fourteen (14) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Commonly known as Lot South of 1901 W. Sunset (04-12-16-334-021)

TRACT J
Lot Six (6) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Commonly known as Lot South of 2011 W. Sunset (04-12-16-332-010)

TRACT K
Lot One (1) and Two (2) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as Lot 12-16-352-011)

TRACT L
Lot Seven (7) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as Lot South of 2005 W. Sunset (04-12-16-334-015)

TRACT M
Lot Thirteen (13) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as Lot South of 1893 W. Sunset (04-12-16-334-023)

Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as Lot South of 1909 W. Sunset (04-12-16-334-020)

TRACT N
Lot Fifteen (15) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as Lot South of 1893 W. Sunset (04-12-16-334-022)

TRACT O
Lot Sixteen (16) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as Lot South of 1873 W. Sunset (04-12-16-334-023)

TRACT P
Lots Seventeen (17) and Eighteen (18) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as Lot South of 1853 W. Sunset Ave. (04-12-16-334-024)

DATED this 3rd day of April 2024.

/s/ Kim Albhoff
CITY CLERK
CITY OF DECATUR,
ILLINOIS
(4-10)

CERTIFICATE OF PUBLICATION

State of Illinois)
County of Macon) ss.

I, the undersigned, do hereby certify that I am the publisher of DECATUR TRIBUNE, a public and secular newspaper of general circulation, published weekly in the City of Decatur, Macon County, Illinois, and that the same has been regularly published for at least one year prior to the date of the first publication of the notice hereinafter mentioned, and is qualified as a newspaper as defined in Act - Chapter 110, Sections 1 and 5, Illinois Revised Statutes.

I further certify that a notice, or advertisement, of which the annexed is a true printed copy, has been regularly published in said newspaper,..... times, once in each week for..... successive weeks, the first publication thereof having been made in the issue of the DECATUR TRIBUNE on the... day of... A.D. 2004 and the last publication thereof having been made in the issue of said newspaper published on the... day of... A.D. 2004 Fee \$ 157.80

IN WITNESS WHEREOF, I have hereunto set my hand at Decatur in said County and State, this 4th day of May A.D. 2004.

DECATUR TRIBUNE

Publisher:

Received Payment

By

NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on April 1, 2024, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 1 tract of property totaling approximately 0.55 acres and being more commonly known as 1803 W. Sunset Avenue (04-12-16-354-027), Lot South of 2081 W. Sunset (04-12-16-352-008), Lot South of 2069 W. Sunset (04-12-16-352-009), Lot South of 2021 W. Sunset (04-12-16-352-012), Lot South of 1945 W. Sunset (04-12-16-354-016), Lot South of 1937 Sunset (04-12-16-354-017), Lot South of 1929 W. Sunset (04-12-16-354-018), Lot South of 1915 W. Sunset (04-12-16-354-019), Lot South of 1901 W. Sunset (04-12-16-354-021), Lot South of 2011 Sunset (04-12-16-352-010), Lot South of 2095 Sunset (04-12-16-352-011), Lot South of 700 S. Westlawn (04-12-16-354-015), Lot South of 1909 W. Sunset (04-12-16-354-020), Lot South of 1893 W. Sunset (04-12-16-354-022), Lot South of 1873 W. Sunset (04-12-16-354-023) and Lot South of 1853 Sunset (04-12-16-354-024), is wholly surrounded by the city of Decatur corporate limits and is legally described as follows:

TRACT A
Lot One (1) of University Place 13th Addition, as per Plat recorded in Book 1832, Page 732 of the Records in the Recorder's Office of Macon County, Illinois
Commonly known as 1803 W. Sunset Ave. (04-12-16-354-027)

TRACT B
Lot 23 of University Place 8th Addition to the City of Decatur as per Plat recorded in Book 982 Page 101 of the records in the Recorder's Office of Macon County, Illinois AND Lot Three (3) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

TRACT C
Lot Four (4) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

TRACT D
Lot Five (5) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

TRACT E
Lot Eight (8) of Sunset Avenue Addition to the City of Decatur, as per Plat recorded in the Records in the Recorder's Office of Macon County, Illinois. Commonly known as Lot South of 2021 W. Sunset (04-12-16-352-012)

TRACT F
Lot Nine (9) of Sunset Avenue 1st Addition to the City of Decatur, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Commonly known as Lot South of 1937 W. Sunset (04-12-16-354-017)

TRACT G
Lot Ten (10) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as Lot South of 1929 W. Sunset (04-12-16-354-018)

TRACT H
Lot Eleven (11) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Commonly known as Lot South of 1915 W. Sunset (04-12-16-354-019)

TRACT I
Lot Fourteen (14) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Commonly known as Lot South of 1901 W. Sunset (04-12-16-354-021)

TRACT J
Lot Six (6) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Commonly known as Lot South of 2011 W. Sunset (04-12-16-352-010)

TRACT K
Lots One (1) and Two (2) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as Lot South of 2095 W. Sunset (04-12-16-352-011)

TRACT L
Lot Seven (7) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as Lot South of 700 S. Westlawn (04-12-16-354-015)

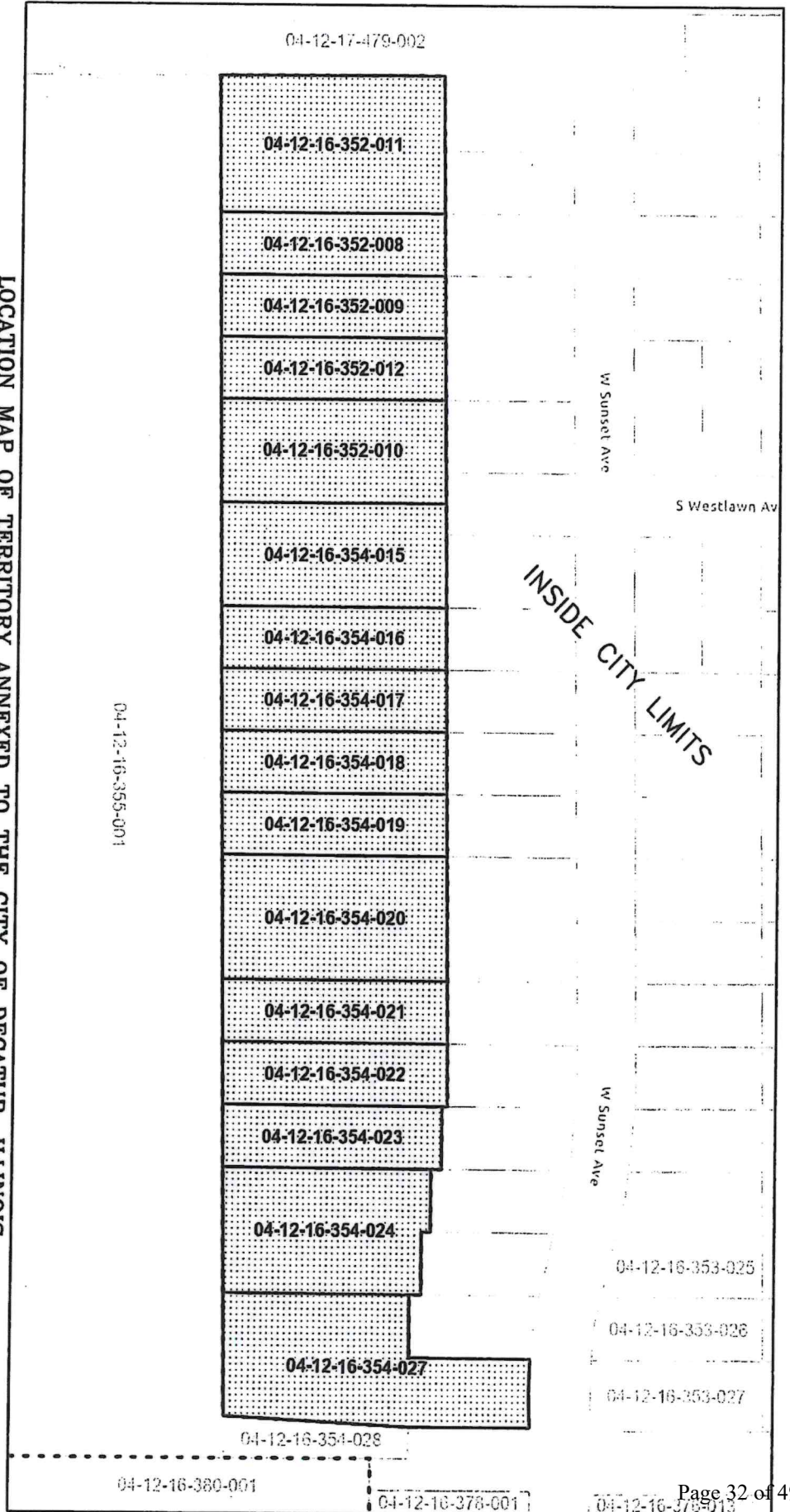
TRACT M
Lots Twelve (12) and Thirteen (13) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as Lot South of 1909 W. Sunset (04-12-16-354-020)

TRACT N
Lot Fifteen (15) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as Lot South of 1893 W. Sunset (04-12-16-354-022)

TRACT O
Lot Sixteen (16) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as Lot South of 1873 W. Sunset (04-12-16-354-023)

TRACT P
Lots Seventeen (17) and Eighteen (18) of Sunset Avenue 1st Addition, as per Plat recorded in Book 1832, Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. Commonly known as Lot South of 1853 W. Sunset (04-12-16-354-024)

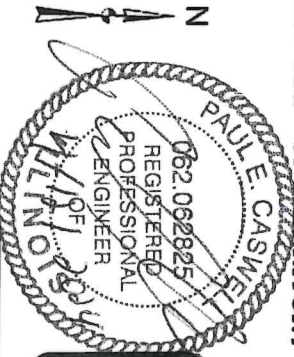
/s/Kim Althoff
CITY CLERK
CITY OF DECATUR,
ILLINOIS
(3-6)



LOCATION MAP OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

SEE ATTACHED

Indicates territory annexed
Indicates existing corporate limits
6.49 acres
0 lin. ft. of public road
Decatur township



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

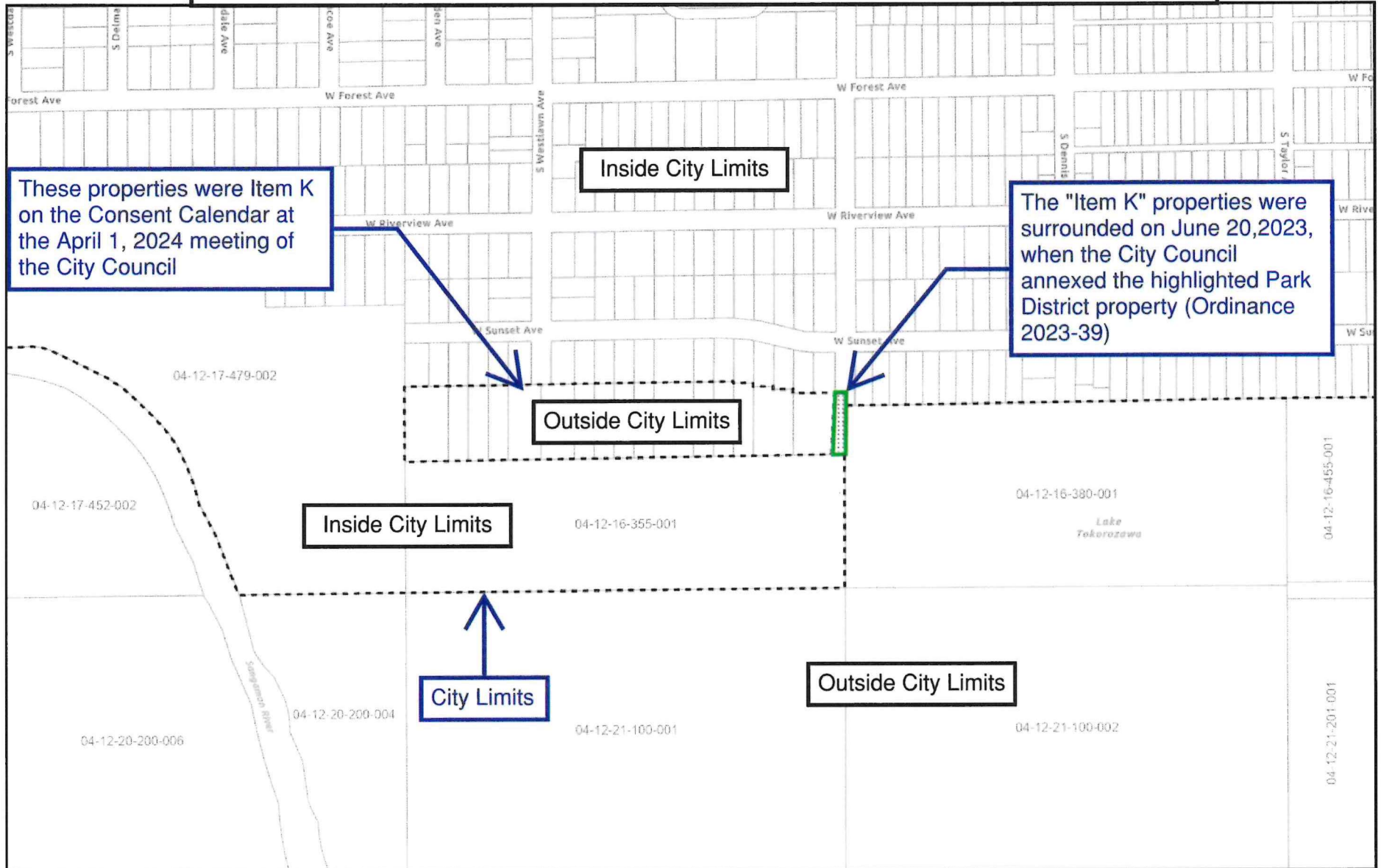
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2025 062825

ORDINANCE NO: _____

DATE: _____

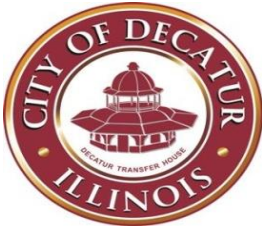
Sunset Properties:
Item K on the Consent Calendar at the April 1, 2024 City Council Meeting



SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Cover Memo	Cover Memo
Backup Data	Backup Material



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report March 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 \$110.1 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$108 at the end of last month.

The City General Fund ended the month with a cash position of \$21.9 million versus last month's cash position of \$21.3 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 91 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 (\$15.3 million), TIF Redevelopment funds (\$2.6 million), Capital funds (\$7.9 million), Debt Service fund (\$.06 million), Internal Service funds (\$6.4 million) and Enterprise funds (\$55.6 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	Jan-24	Feb-24	Mar-24	Comment
Special Revenue	17.1	15	15.3	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	2.5	2.5	2.6	Debt service and redevelopment agreement obligations
Capital	7.9	8.3	7.9	Capital funding available
Debt	1.2	-0.05	0.06	Debt service obligations
Internal Service	5.6	6.2	6.4	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	63.8	54.3	55.6	Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber
Non-General Fund	98.1	86.25	87.86	
General Fund	23.7	21.3	21.9	Basic services to citizens and stakeholders
Total City Cash	122.2	107.9	110.1	

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 \$4.5 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 \$21.9 million. The current cash balance represents a cash reserve position of about 91 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	18,054	19,673	-9%
Expense	19,755	19,216	3%
Surplus	(1,701)	457	

Revenue Comments

- The utility tax is under budget due to two issues. First, there have only been two actual payments of about \$450,000 each as of the end of March. The March payment was received on April 2nd and thus is not captured in this report, as well as slightly less than expected amounts being received.
- 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.
- Although March indicates revenues are running behind budget, this is a timing issue, and year end revenues are still expected to end on 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	3,714,950	3,742,196	(27,246)	-1%
TELEPHONE UTILITY TAX	282,065	329,624	(47,559)	-17%
FOOD & BEVERAGE TAX	995,739	1,080,124	(84,385)	-8%
HOTEL AND MOTEL TAX	204,390	240,855	(36,465)	-18%
LOCAL SALES TAX	3,538,161	3,628,381	(90,220)	-3%
AVIATION FUEL TAX	8,990	2,000	6,990	78%
LOCAL USE TAX	785,458	906,340	(120,883)	-15%
AUTO RENTAL TAX	14,203	16,750	(2,547)	-18%
UTILITY TAX - ELECTRIC & GAS	901,908	1,684,194	(782,285)	-87%
VIDEO GAMING TAX	552,917	611,697	(58,780)	-11%
STREAMING TAX	-	-		
CABLE TV TAX	220,606	262,499	(41,893)	-19%
Sub Total	11,219,386	12,504,660	(1,285,273)	-11%
GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	17,776	41,200	(23,423)	-132%
STATE REPLACEMENT TAX	502,245	641,973	(139,729)	-28%
STATE INCOME TAX	2,880,836	2,800,659	80,177	3%
FEDERAL GRANTS	31,958	37,500	(5,543)	-17%
STATE GRANTS OR OTHER	443	42,250	(41,807)	
POLICE OT REIMBURSEMENTS	14,884	21,750	(6,866)	-46%
CANNABIS TAX	28,745	25,500	3,245	11%
Sub Total	3,476,886	3,610,832	(133,946)	-4%
GENERAL GOVERNMENT (SERVICE)				
Sub Total	2,010,847	2,212,852	(202,005)	-10%
GENERAL GOV LICENSES/PERMITS				
Sub Total	212,358	128,717	83,641	39%
GENERAL GOV OTHER				
Sub Total	1,135,157	1,216,730	(81,573)	-7%
General Fund Total (year-to-date)	18,054,634	19,673,790	(1,619,156)	-9%

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

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

	2024 Budget	2024 YTD	YTD % of budget	2023 YTD	% Change year vs year
State Sales Tax (Gen Fund)	14,498,000	3,714,950	25.6%	3,342,524	11.1%
Local Sales Tax (Gen Fund)	13,772,000	3,538,161	25.7%	3,207,525	10.3%
State Income Tax	11,675,000	2,880,836	24.7%	2,678,322	7.6%
Utility Tax (Gas/Electric)	5,002,000	901,908	18.0%	1,622,207	-44.4%
Food & Beverage Tax (Gen Fund)	4,571,000	995,739	21.8%	848,971	17.3%
Use Tax	3,011,000	785,458	26.1%	789,241	-0.5%
Video Gaming Tax	2,536,000	552,917	21.8%	546,859	1.1%
State/Local Replacement Tax (Gen Fund)	2,599,000	520,021	20.0%	891,105	-41.6%
Hotel & Motel Tax	1,324,000	204,390	15.4%	197,785	3.3%
Cable TV Tax	1,031,000	220,606	21.4%	248,753	-11.3%

General Fund Expense Comments

On a year-to-date basis, general fund spending is \$19.7 million of a \$90.6 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	4,501,276	16,945,863	27%
Developmental Services	1,021,638	4,509,978	23%
Public Safety	11,764,287	58,030,246	20%
Public Works	2,585,814	11,125,913	23%
General Fund Expense	19,755,177	90,612,000	22%

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 in early April. This will free up funds needed for water capital projects in FY2024.

Fund	Balance	Comment
Federal HOME	\$206,292	Federally approved programs
Federal CDBG	\$23,954	Community Development Block Grant
State Drug Enforcement	\$421,235	Police programs
Federal Drug Enforcement	\$384,576	Police programs
Building Fund	\$594,542	R&M and capital of Library facility
Public Library	\$999,267	Operational fund of Library
Library Capital	\$817,095	Capital Expense requirements and cash reserves
Library Trust	\$72,134	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	\$2,004,569	Street repairs and maintenance
Motor Fuel Tax	\$6,143,229	Street repairs and maintenance
Community Revitalization	\$2,928,215	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	\$4,856,564	
Equipment Replacement	\$1,580,194	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	\$61,971	Debt payments on current debt issues
Fleet Maintenance	\$1,125,558	Repair and maintenance of city vehicle fleet
Risk Management	\$5,033,986	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	\$320,018	Coverage for healthcare and other benefit expenses.
Public Transit	-\$1,055,811	Operational and capital funding of the transit system
Fiber Optics	\$825,286	City investment in the next phase of a fiber optic network
Storm Water	\$3,259,453	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	\$13,985,181	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects

Water Utility	\$2,020,680	Balance and ongoing cash flow is sufficient to fund currently defined water projects.
Water Capital	-\$164,834	Capital projects
2022 Bond Fund	\$24,111,673	Bond revenues in FY22
Grant	-\$2,286	Unbudgeted FY2022 grants
ARP	\$1,692,351	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 \$15.8 million, with \$46.6 million year-to-date. The total is 16.5% 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 \$10 million and \$56.5 million year-to-date. The total is 18% 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 16 part-time and temp employees.



Fiscal Period Ending

Mar-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: Mar-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	21,348,673.92	6,069,391.15	5,464,493.92	(842.65)		21,952,728.50		21,952,728.50	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	204,001.26	3,001.65	711.23	0.00		206,291.68		206,291.68	
18	CDBG FUND	(358,391.85)	401,488.69	19,143.21	0.00		23,953.63		23,953.63	
22	DUATS FUND	67,172.74	124.61	2,183.52	0.00		65,113.83		65,113.83	
25	STATE DRUG ENFORCEMENT	413,355.46	22,467.12	18,500.00	3,912.53		421,235.11		421,235.11	
26	DUI FINES AND FEES FUND	166,772.34	5,812.19	7,729.64	0.00		164,854.89		164,854.89	
27	POLICE LAB & PROGRAMS	188,528.46	483.92	0.00	0.00		189,012.38		189,012.38	
30	FEDERAL DRUG ENFORCEMENT	384,280.21	296.03	0.00	0.00		384,576.24		384,576.24	
34	BUILDING FUND	583,631.03	51,281.18	40,370.64	0.00		594,541.57		594,541.57	
35	LIBRARY FUND	1,229,395.26	109,763.73	339,891.84	0.00		999,267.15		999,267.15	
36	MUNICIPAL BAND FUND	77,344.75	1,161.88	533.00	0.00		77,973.63		77,973.63	
37	FOREIGN FIRE INSURANCE FUND	250,329.38	437.80	11,886.96	0.00		238,880.22		238,880.22	
42	LOCAL STREETS & ROADS	1,899,883.48	106,685.24	2,000.00	0.00		2,004,568.72		2,004,568.72	
46	MOTOR FUEL TAX FUND	5,927,397.39	263,008.46	47,176.86	0.00		6,143,228.99		6,143,228.99	
58	LIBRARY CAPITAL	818,398.09	1,696.75	3,000.00	0.00		817,094.84		817,094.84	
59	LIBRARY TRUST FUNDS	71,954.03	380.47	200.69	0.00		72,133.81		72,133.81	
82	DCDF FUND	174,224.25	2,635.32	176,859.57	0.00		0.00		0.00	
84	COMMUNITY REVITALIZATION	2,966,913.86	209,307.04	248,005.45	0.00		2,928,215.45		2,928,215.45	
85	GRANT FUND	(91,568.94)	259,262.20	169,979.04	0.00		(2,285.78)		(2,285.78)	
	Total Special Revenue Funds	15,033,505.80	1,439,294.28	1,088,171.65	3,912.53	0.00	15,327,097.96	0.00	15,388,540.96	0.00
19	TIF & Redevelopment Funds OLDE TOWNE TIF FUND	439,542.71	1,006.45	0.00	0.00		440,549.16		440,549.16	
120	CENTRAL TIF	(44,464.08)	0.00	1,535.00	0.00		(45,999.08)		(45,999.08)	
21	WABASH CROSSING TIF	1,330,205.85	2,728.68	662.95	0.00		1,332,271.58		1,332,271.58	
23	EASTGATE TIF FUND	295,481.21	19,442.53	0.00	0.00		314,923.74		314,923.74	
24	SOUTHSIDE TIF FUND	229,350.81	485.57	0.00	0.00		229,836.38		229,836.38	
28	PINES SHOPPING CENTER TIF	120,225.75	3,296.55	0.00	0.00		123,522.30		123,522.30	
29	GRAND & OAKLAND TIF	263,623.38	6,348.34	0.00	0.00		269,971.72		269,971.72	
	Total TIF & Redevelpmnt Funds	2,633,965.63	33,308.12	2,197.95	0.00	0.00	2,665,075.80	0.00	2,665,075.80	0.00
40	Capital Funds PEG CAPITAL FUND	70,050.98	123.76	13,196.12	0.00		56,978.62		56,978.62	
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	4,864,316.49	8,973.46	16,726.20	0.00		4,856,563.75		4,856,563.75	(481,816.00)
61	EQUIPMENT REPLACEMENT	2,016,190.71	3,219.61	439,216.21	0.00		1,580,194.11		1,580,194.11	
99	AMERICAN RESCUE PLAN	1,698,942.71	0.00	6,592.00	0.00		1,692,350.71		1,692,350.71	
	Total Capital Funds	8,459,315.00	12,316.83	475,730.53	0.00	0.00	7,995,901.30	0.00	7,995,901.30	(481,816.00)

City of Decatur
Treasurer's Cash Report

Month of: Mar-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	(47,931.30)	109,902.00	0.00	0.00		61,970.70		61,970.70	0.00
60	Internal Service Funds FLEET MAINTENANCE	1,051,192.95	283,014.89	208,649.67	0.00		1,125,558.17		1,125,558.17	
64	RISK MANAGEMENT	4,745,598.48	317,153.56	28,766.13	0.00		5,033,985.91		5,033,985.91	
65	INSURANCE FUND	430,721.64	1,022,790.23	1,133,493.45	0.00		320,018.42		320,018.42	
	Total Internal Service Funds	6,227,513.07	1,622,958.68	1,370,909.25	0.00	0.00	6,479,562.50	0.00	6,479,562.50	0.00
70	Enterprise Funds TRANSIT	(311,264.11)	159,245.06	903,792.08	0.00		(1,055,811.13)		(1,055,811.13)	
77	FIBER OPTICS	829,637.74	7,169.11	11,520.93	0.00		825,285.92		825,285.92	
78	STORM WATER	3,176,671.30	162,870.69	80,088.77	0.00		3,259,453.22		3,259,453.22	
79	SEWER FUND	13,535,087.22	752,119.44	302,025.59	0.00		13,985,181.07		13,985,181.07	
80	WATER FUND	(2,295,572.49)	2,718,146.60	(1,586,489.53)	11,616.61		2,020,680.25		2,020,680.25	
81	WATER CAPITAL	2,874,290.93	(2,940,081.21)	99,044.16	0.00		(164,834.44)		(164,834.44)	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	126,902.97	62,120.35	44,131.70	0.00		144,891.62		144,891.62	
89	2022 BOND FUND	24,044,588.62	103,632.07	36,547.63	0.00		3,260,025.95	20,851,647.11	24,111,673.06	
	Total Enterprise Funds	54,480,342.18	1,025,222.11	(109,338.67)	11,616.61	0.00	34,774,872.46	20,851,647.11	55,626,519.57	481,816.00
90	Trust & Agency Funds FIRE PENSION FUND CASH	2,598,106.51	212,052.03	813,786.63	0.00		1,996,371.91		1,996,371.91	
90	FIRE PENSION INVESTMENTS	93,958,589.50	2,304,792.21	3,824.91	0.00			96,259,556.80	96,259,556.80	
	TOTAL FIRE PENSION	96,556,696.01	2,516,844.24	817,611.54	0.00	0.00	1,996,371.91	96,259,556.80	98,255,928.71	
91	POLICE PENSION FUND CASH	6,248,475.58	247,961.87	977,285.74	0.00		5,519,151.71		5,519,151.71	
91	POLICE PENSION INVESTMENTS	125,431,436.32	2,751,037.92	5,349.19	0.00			128,177,125.05	128,177,125.05	
	TOTAL FIRE PENSION	131,679,911.90	2,998,999.79	982,634.93	0.00	0.00	5,519,151.71	128,177,125.05	133,696,276.76	
	Total Trust & Agency Funds	228,236,607.91	5,515,844.03	1,800,246.47	0.00	0.00	7,515,523.62		231,952,205.47	0.00
	Total City Funds	336,371,992.21	15,828,237.20	10,092,411.10	14,686.49	0.00	96,772,732.84	20,851,647.11	342,122,504.80	
Memorandum Items										
	Pooled Cash Investments							54,863,100.65	54,863,100.65	
	City Funds ex Trust & Agency	108,135,384.30	10,312,393.17	8,292,164.63	14,686.49	0.00	89,257,209.22	75,714,747.76	110,170,299.33	0.00

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

Period Ending: 24-Mar

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	2028		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	15PBJA-21-GG-01457-JAGX			X	ACTIVE	34,099
	65	Police	15PBJA-22-GG-02558-JAGX			X	ACTIVE	36,081
	65	Police	ILETSB RECRUITMENT AND RETENTION GRANT				ACTIVE	100,000
9334	82	Public Works	R-97-007-17 ILLINOIS JOBS NOW; BRUSH COLLEGE RD EXPENSION R-O-W		X		ACTIVE	2,006,014
9335	82	Public Works	IL COMPETITIVE FREIGHT PROGRAM-BRUSH COLLEGE/FAIRES PKWY GRADE SEP			X	ACTIVE	44,000,000
9336	82	Public Works	6WGY(165)-RAILROAD GRADE CROSSING PROTECTION FND GCPF BRUSH COLL	2025	X		ACTIVE	19,950,000
1406	82	Public Works	15-203002 IL DECO (MIDWEST INLAND PORT TRANSPORTATION STUDY)		X		ACTIVE	250,000
1706	82	Public Works	CONTRIBUTED CAPITAL-MOUND ROAD/STEVENS CREEK WEST & MIDDLE BRIDGES			X	ACTIVE	2,000,000
1805	82	Public Works	CONTRIBUTED CAPITAL-TAYLOR RD BRIDGE OVER WARD BRANCH	2023		X	ACTIVE	800,000
	82	Public Works	FRA CRISI			X	ACTIVE	2,000,000
	82	Public Works	FRA CRE			X	ACTIVE	16,000,000
	82	Public Works	STATE FUND COMMITMENT - BRUSH COLLEGE GRADE SEPERATION		X		ACTIVE	1,500,000
	82	Public Works	MULTIMODAL TRANSPORTATION BOND FUND (ICC)	2025	X		ACTIVE	6,000,000
	82	Public Works	Lead Service Line Inventory	11/1/2024	x		ACTIVE	50,000
	82	Public Works	Public Water System Energy Efficiency Program	8/31/2026		X	SUBMITTED	500,000
	82	Public Works	Pride of the Prairie Food Waste Composting Plan	9/30/2025	x		ACTIVE	59,362
	700	Mass Transit	CAP-22-1176-ILL	4/1/2028	x		ACTIVE	1,000,000
	700	Mass Transit	CAP-22-1221-ILL	4/1/2028	x		ACTIVE	2,760,000
	700	Mass Transit	CAP-23-XXXXXX		x		ACTIVE	3,750,000
	700	Mass Transit	CAP-23-XXXXXX		x		ACTIVE	290,000
	700	Mass Transit	CAP-23-XXXXXX			X	ACTIVE	1,850,000
	700	Mass Transit	TS-18-317		X	x	ACTIVE	135,856
S21	700	Mass Transit	OP-21-47-IL #pend FY-2021 DOWNSTATE OPERATING ASSISTANCE GRANT	6/30/2024	X		ACTIVE	13,379,000
	700	Mass Transit	494-00-1439	2/1/2024	X		ACTIVE	240,000
SC20	700	Mass Transit	CAP-21-40-1141-ILL #pend CAPITAL GRANT	12/31/2025		X	ACTIVE	1,140,000
	700	Mass Transit	IL-2020-010-01	3/30/2025		X	ACTIVE	412,270
	700	Mass Transit	IL-2020-020-00	3/30/2027		X	ACTIVE	6,168,433
	700	Mass Transit	IL-2022-011-00	9/30/2025		X	ACTIVE	291,000
	700	Mass Transit	IL-2022-015-02	3/30/2027		X	ACTIVE	5,734,880
	700	Mass Transit	IL-2022-028-01	3/30/2028			ACTIVE	3,374,140
	700	Mass Transit	FTA FY2022 Low-No				ACTIVE	16,800,000
	700	Mass Transit	Safe Streets 4 All Application			X	ACTIVE	240,000
	700	Mass Transit	Thriving Communities	3/30/2025		X	ACTIVE	
	700	Mass Transit	THUD Application			X	SUBMITTED	
Total							187,803,848	
Active							177,287,016	

Pooled Cash

Account # 8051000942

Multiple Funds - Pooled Cash

Investment Instrument	Expect	Maturity	Coupon	Yield at	Par Value	Cost	Market	CP Interest	YTD Interest	BTD Interest	CP Accrue
	Int Income	Date	Rate	Purchase	Amount		Value	Received	Received 2024	Received	Balance
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	0.460%	1,500,000.00	5,067,246.09	5,194,927.50			14,356.71	3,872.93
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	4,516,188.00		8,625.00	17,135.87	2,179.94
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	3,423,910.00	6,562.50	6,562.50	16,059.79	606.31
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	4.050%	1,250,000.00		-				
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	5.510%	1,250,000.00						
US Treasury Bond	Jun-Dec	12/31/23	2.25000%	4.500%	-		-		14,062.50	21,676.44	0.00
US Treasury Bill Zero	Jan-July	01/09/24	0.01790%	5.530%	-		-		8,869.85	8,869.85	0.00
US Treasury Bond	Jan-July	01/15/24	0.12500%	4.460%	-		-		781.25	1,268.99	0.00
US Treasury Bond	Feb - Aug	02/15/24	0.12500%	4.450%	-	-	-		781.25	1,402.80	0.00
US Treasury Bill Zero	Mar - Sep	03/07/24	0.02670%	5.490%	-	-	-	26,671.99	26,671.99	26,671.99	0.00
US Treasury Bond	Mar - Sep	03/15/24	0.25000%	4.360%	-	-	-	1,562.50	1,562.50	3,048.59	0.00
US Treasury Bill Zero	Mar - Sep	03/28/24	1.32000%	5.380%	-	-	-	26,098.00	26,098.00	26,098.00	0.00
US Treasury Bond	Apr-Oct	04/30/24	2.00000%	4.330%	1,250,000.00	1,218,994.14	1,246,625.00			15,055.25	10,508.24
US Treasury Bond	May - Nov	05/15/24	0.25000%	5.250%	1,250,000.00	1,192,431.64	1,242,350.00			1,426.63	1,184.75
US Treasury Bond	May - Nov	05/31/24	2.50000%	4.180%	1,250,000.00	1,225,927.74	1,244,250.00			21,462.91	10,502.05
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				51,060.78
US Treasury Bond	Jan-July	07/15/24	0.37500%	4.100%	1,250,000.00	1,191,113.28	1,232,312.50		2,343.75	3,806.96	991.59
US Treasury Bond	Feb - Aug	08/31/24	1.25000%	4.050%	1,250,000.00	1,201,660.16	1,229,312.50		7,812.50	14,605.99	1,358.70
US Treasury Bond	Apr-Oct	10/15/24	0.62500%	3.980%	1,250,000.00	1,187,207.03	1,219,700.00			4,378.43	3,607.41
US Treasury Bond	May - Nov	11/15/24	0.75000%	3.950%	1,250,000.00	5,481,515.62	5,569,623.50			4,282.30	16,278.52
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	1,712,546.55		(1,741.80)	(1,969.46)	8,846.92
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	6,070,125.00			7,187.70	18,442.63
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	2,912,926.80		6,992.55	11,382.22	7,151.33
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	1,211,412.50		9,375.00	16,833.56	2,369.50
US Treasury Bond	Mar - Sep	03/15/25	1.75000%	3.800%	1,250,000.00	1,201,708.99	1,211,700.00	10,937.50	10,937.50	21,340.01	1,010.53
US Treasury Bond	Mar - Sep	03/31/25	0.50000%	4.090%	1,825,000.00	1,700,244.14	1,745,357.00			4,562.50	4,587.43
US Treasury Bond	Apr-Oct	04/30/25	0.37500%	4.060%	1,250,000.00	1,162,060.55	1,189,750.00			2,369.65	1,970.30
US Treasury Bond	May - Nov	05/31/25	0.25000%	3.980%	1,000,000.00	926,835.94	947,110.00			1,401.10	840.16
US Treasury Bond	Mar - Sep	09/30/25	0.25000%	5.090%	1,250,000.00	1,138,867.19	1,168,112.50			(145.15)	1,571.04
US Treasury Bond	Jan-July	01/31/26	0.37500%		1,250,000.00	1,152,929.69	1,155,712.50		(270.43)	(270.43)	785.54
US Treasury Bond	Feb - Aug	02/15/26	1.62500%		1,025,000.00	970,306.64	969,270.75	(1,006.70)	(1,006.70)	(1,006.70)	2,104.91
US Treasury Bond	Feb - Aug	02/28/26	0.50000%		1,250,000.00	1,152,539.06	1,155,325.00	(305.71)	(305.71)	(305.71)	543.48
US Treasury Bond	Mar - Sep	03/31/26	0.75000%		2,000,000.00	1,855,000.00	1,853,120.00	(7,377.05)	(7,377.05)	(7,377.05)	7,540.98
Federated US Treasury Cash Reserves		Liquid			1,377,079.27	1,377,079.27	1,542,933.83	5,198.65	58,995.69		5,938.59
Total Investment(s)					56,312,079.27	53,924,977.73	54,863,100.65	68,341.68	179,770.14	255,609.74	165,854.56

Pooled Cash		Journal Entry					
	Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees	-	(10,767.09)				-	(10,767.09)
Gain/Loss from sale of bond	48,535.16	159,521.49					159,521.49
Interest (Income)	68,341.68	179,770.14					179,770.14
	116,876.84	328,524.54	-	-	-	-	328,524.54

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%	-	-	-	2,500.00	2,500.00	4,782.61	0.00
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.790%	2,000,000.00	3,353,867.19	3,493,350.00			6,301.22	6,060.46
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	3,776,744.00			4,398.10	3,601.64
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	3,958,040.00			4,330.60	2,950.80
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	1,971,700.00		3,750.00	3,627.72	1,586.54
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	1,978,020.00		23,750.00	22,588.32	6,002.74
BlackRock Liquidity Funds Treasury Trust Fund Portfolio					6,208,279.91	6,208,279.91	6,252,038.71	17,514.83	40,318.92		23,556.62
Total Investment(s)					21,508,279.91	20,851,647.11	21,429,892.71	20,014.83	81,943.92	69,602.62	43,758.80
GRAND TOTALS:					77,820,359.18	74,776,624.84	76,292,993.36	88,356.51	261,714.06	325,212.36	209,613.36

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	81,093.75	198,308.59				-	198,308.59
Interest (Income)	20,014.83	81,943.92				-	81,943.92
	101,108.58	276,027.57	-	-	-	-	276,027.57

City of Decatur
Water Bond Issue - 2022 Bond Fund 89

[home](#)

Month of: Mar-24

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

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

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

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

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

Actual Bond Spend Activity in Fiscal year 2024	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	23,902,474	24,020,638	24,044,589										
Revenues													
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest/Investment Income	22,273	42,695	22,538										87,506
Gain/Loss on Investments	117,215	-	81,094										198,309
Expenditures													
Transfer out of old proceeds	-	-	-										-
Bond Insurance Costs	-	-	-										-
Misc.	-	-	-										-
Water/Sewer improvements	21,324	18,744	36,548										76,616
													-
Total Expenditures	21,324	18,744	36,548	-	-	-	-	-	-	-	-	-	76,616
Ending cash available	24,020,638	24,044,589	24,111,673	-	-	-	-	-	-	-	-	-	

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

Period Ending: Mar-24

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget
REVENUE														
Actual	5,682,880	6,302,363	6,069,391										18,054,634	
Budget Projection	6,763,261	6,619,210	6,225,333										19,607,805	90,420,400
Vs budget in month	(1,080,381)	(316,847)	(155,942)	-	-	-	-	-	-	-	-	-		
Vs budget to date	(1,080,381)	(1,397,229)	(1,553,171)	-	-	-	-	-	-	-	-	-	(1,553,171)	
EXPENSE														
Personnel Expense														
Actual	3,793,357	5,535,667	3,750,914										13,079,938	
Budget Projection	3,960,109	5,695,291	3,960,109										13,615,510	62,910,352
Vs budget in month	(166,752)	(159,625)	(209,196)	-	-	-	-	-	-	-	-	-	70%	
Vs budget to date	(166,752)	(326,376)	(535,572)	-	-	-	-	-	-	-	-	-	(535,572)	of GF Expense
Operating Expense														
Actual	1,855,085	3,106,574	1,713,580										6,675,239	
Budget Projection	2,137,853	1,233,053	2,230,356										5,601,263	26,533,342
Vs budget in month	(282,768)	1,873,521	(516,776)	-	-	-	-	-	-	-	-	-	30%	
Vs budget to date	(282,768)	1,590,752	1,073,976	-	-	-	-	-	-	-	-	-	1,073,976	of GF Expense
TOTAL EXPENSE														
Actual	5,648,443	8,642,241	5,464,494	-	-	-	-	-	-	-	-	-	19,755,177	
Budget Projection	6,097,963	6,928,345	6,190,466	-	-	-	-	-	-	-	-	-	19,216,773	89,443,694
Vs budget in month	(449,520)	1,713,896	(725,972)	-	-	-	-	-	-	-	-	-		
Vs budget to date	(449,520)	1,264,376	538,404	-	-	-	-	-	-	-	-	-	538,404	
Surplus / (Deficit)														
Actual	34,437	(2,339,878)	604,897	-	-	-	-	-	-	-	-	-	(1,700,544)	
Budget Projection	665,298	(309,135)	34,868	-	-	-	-	-	-	-	-	-	391,031	976,706
Vs budget in month	(630,861)	(2,030,743)	570,029	-	-	-	-	-	-	-	-	-		
Vs budget to date	(630,861)	(2,661,604)	(2,091,575)	-	-	-	-	-	-	-	-	-	(2,091,575)	
Beginning Cash Balance	23,371,170	23,720,736	21,348,674	-	-	-	-	-	-	-	-	-		
Balance Sheet Adjustments	315,129	(32,184)	(843)											
Ending Cash Balance	23,720,736	21,348,674	21,952,729	-	-	-	-	-	-	-	-	-		

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

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

Period Ending: Mar-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	1,347,918										3,714,950	14,498,000	26%
301202	TELEPHONE UTILITY TAX	10	97,646	91,030	93,389										282,065	1,217,000	23%
301203	FOOD & BEVERAGE TAX	10	365,811	304,849	325,079										995,739	4,571,000	22%
301204	HOTEL AND MOTEL TAX	10	69,918	70,454	64,019										204,390	1,324,000	15%
301205	LOCAL SALES TAX	10	1,093,556	1,183,212	1,261,394										3,538,161	13,772,000	26%
301206	AVIATION FUEL TAX	10	3,135	3,120	2,735										8,990	8,000	112%
301207	LOCAL USE TAX	10	241,131	251,921	292,406										785,458	3,011,000	26%
301208	AUTO RENTAL TAX	10	4,780	4,614	4,809										14,203	67,000	21%
301209	UTILITY TAX - ELECTRIC & GAS	10	-	410,027	491,881										901,908	5,002,000	18%
301210	VIDEO GAMING TAX	10	186,224	196,329	170,364										552,917	2,536,000	22%
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	4,053,991	-	-	-	-	-	-	-	-	-	11,219,386	59,593,429	19%
GENERAL GOVERNMENT (INTERGOV)																	
302102	LOCAL REPLACEMENT TAX	10	1,459	-	16,318										17,776	75,000	24%
302104	STATE REPLACEMENT TAX	10	315,936	-	186,308										502,245	2,524,000	20%
302105	STATE INCOME TAX	10	1,124,788	1,064,296	691,752										2,880,836	11,675,000	25%
302106	FEDERAL GRANTS	10	30,233	1,725	-										31,958	625,000	5%
302107	STATE GRANTS OR OTHER	10	-	-	443	-	-	-	-	-	-	-	-	-	443	169,000	0%
302114	POLICE OT REIMBURSEMENTS	10	334	9,248	5,301										14,884	87,000	0%
302121	CANNABIS TAX	10	8,898	9,891	9,955										28,745	102,000	0%
Sub Total			1,481,648	1,085,160	910,077	-	-	-	-	-	-	-	-	-	3,476,886	15,257,000	23%
GEN GOVERNMENT SERVICE CHARGE																	
303607	PAYMENT IN LIEU OF TAXES	10	176,096	176,096	176,096										528,288	2,687,052	20%
303608	RISK & EE BENEFIT SERVICES	10	21,353	21,353	21,353										64,059	256,236	25%
303621	ADMIN SERVICES	10	208,067	208,067	208,067										624,201	2,496,804	25%
303622	PUBLIC WORKS SERVICES	10	136,750	136,750	136,750										410,250	1,641,000	25%
303626	BLDG INSPECTION SERVICES	10	10,513	10,513	10,513										31,539	126,156	25%
303628	SEWER FUND-EPA	10	33,425	33,425	33,425										100,275	401,097	25%
306700	IT SERVICES	10	29,189	29,189	29,189										87,567	350,261	25%
306707	CDBG PERSONNEL/EXP REIMB	10	2,272	84,303	16,106										102,681	430,500	24%
306751	HOME PERSONNEL/EXP REIMB	10	-	3,992	657										4,649	52,500	9%
306753	DUATS PERSONNEL/EXP REIMB	10	12,744	17,725	-										30,469	183,000	17%
306762	TRANSFER FROM COM. GRANTS	10	-	21,505	5,363										26,868	226,800	12%
Sub Total			630,409	742,919	637,519	-	-	-	-	-	-	-	-	-	2,010,847	8,851,406	23%
GENERAL GOV LICENSES/PERMITS																	
304300	ANIMAL REGISTRATION LATE FEES	10	305	1,565	690										2,560	11,000	23%
304302	GARBAGE HAULERS	10	800	-	-										800	17,000	5%
304303	CONTRACTOR LICENSES	10	5,875	2,350	1,350										9,575	28,000	34%
304304	LIQUOR LICENSES	10	2,556	2,547	250										5,353	513,000	1%
304307	OTHER LICENSES	10	9,085	3,040	9,915										22,040	276,000	8%
304401	BUILDING PERMITS	10	19,848	78,183	73,999										172,030	750,000	23%
304403	STORAGE UNIT FEES	10	-	-	-										-	100,000	0%
304404	BUSINESS LICENSE FEE	10	-	-	-										-	100,000	0%
Sub Total			38,469	87,685	86,204	-	-	-	-	-	-	-	-	-	212,358	1,795,000	12%

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

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

Period Ending: Mar-24

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
GENERAL GOV FINES/FEES																	
303301	ON STREET PARKING	10	2,448	261	217										2,926	5,000	59%
303302	PARKING LOT 1	10	1,278	653	1,031										2,961	16,000	19%
303306	PARKING LOT 10	10	1,055	167	371										1,593	7,000	23%
303308	GARAGE C	10	6,555	1,405	720										8,680	39,000	22%
303310	RESIDENTIAL PARKING	10	480	-	900										1,380	5,000	28%
303312	DOWNTOWN EMPL PARKING PERMITS	10	1,561	1,523	1,325										4,408	19,000	23%
304490	ADMIN COURT FINES	10	5,004	5,219	4,838										15,061	64,000	24%
305500	ADMINISTRATIVE COURT FEES	10	3,110	2,010	3,246										8,366	38,000	22%
305501	COURT FINES	10	11,468	13,982	14,076										39,527	200,000	20%
305502	BOOT FEE	10	35	70	140										245	3,000	8%
305503	WEED CUTTING FEES	10	4,779	2,761	2,197										9,737	56,000	17%
305505	ILLEGAL USE OF VEHICLE	10	26,350	29,025	25,710										81,085	487,000	17%
305506	OVERTIME PARKING FEES	10	6,120	4,047	4,850										15,018	92,000	16%
305507	VARIANCE AND ZONING	10	150	150	175										475	1,000	48%
305513	OTHER FINES AND FEES	10	7,989	7,595	5,450										21,033	87,000	24%
305516	PET CITATIONS	10	2,265	2,674	6,723										11,661	55,000	21%
305520	TRASH & CLEAN UP FINES	10	14,668	9,011	6,675										30,354	68,000	45%
305522	BACKGROUND CHECK FEES	10													-	-	-
Sub Total			95,316	80,552	78,644	-	-	-	-	-	-	-	-	-	254,512	1,242,000	20%
INVESTMENT																	
307101	INTEREST INCOME	10	19,600	10,243	20,527										50,370	450,000	11%
307102	POOLED INTEREST	10	-	-	-										-	1,500	0%
307141	INVESTMENT INCOME	10	34,871	21,541	30,390										86,802	4,000	2170%
Sub Total			54,471	31,784	50,918	-	-	-	-	-	-	-	-	-	137,173	455,500	30%
GENERAL GOV OTHER INCOME																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	-	76,759										153,519	921,000	17%
303415	PROFESSIONAL STANDARDS	10	-	1,010	-										1,010	3,400	30%
303510	ELECTRIC AGGREGATION ADMIN	10	-	-	-										-	25,000	0%
308801	RENTAL OF CITY PROPERTY	10	567	567	567										1,701	-	-
308803	SALE OF OTHER PROPERTY	10	-	-	-										-	10,000	0%
308807	DEMOLITION PAYMENTS	10	-	-	-										-	83,000	0%
308810	DAMAGE TO CITY PROPERTY	10	10	10	10										30	43,000	0%
308814	INVENTORY REIMBURSEMENTS	10		853	-										853	-	-
308817	NOISE ORDINANCE FINES	10	-	-	390										390	3,000	13%
308890	REIMBURSEMENT OF EXPENSE	10	88	25	9,538										9,651	5,000	193%
308898	BANK RECONCILIATION ADJ	10	(0)	-	-										(0)	9,000	0%
308899	MISCELLANEOUS INCOME	10	4,513	251,160	12,052										267,725	107,265	250%
Sub Total			81,938	253,624	99,316	-	-	-	-	-	-	-	-	-	434,878	1,209,665	36%
PUBLIC SAFETY INTERGOVERNMENT																	
302403	FIRE TRAINING REIMBURSEMENT	10	-	-	-	-	-	-	-	-	-	-	-	-	-	61,000	0%
302404	POLICE TRAINING REIMBURSEMENT	10	-	-	66,600	-	-	-	-	-	-	-	-	-	66,600	187,000	
Sub Total			-	-	66,600	-	-	-	-	-	-	-	-	-	66,600	248,000	27%
PUBLIC SAFETY TRANSFER																	
303405	SCHOOL DISTRICT REIMB	10	-	-	-										-	504,000	0%
310010	FIRE PROGRAMS	10	660	-	120										780	20,000	4%
Sub Total			660	-	120	-	-	-	-	-	-	-	-	-	780	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	1,915										5,139	23,000	22%
308800	PUBLIC SAFETY LIFT ASSIST FEES	10	-		283										283	30,000	1%
Sub Total			4,745	1,980	2,198	-	-	-	-	-	-	-	-	-	8,922	70,000	13%
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-MSD/TRAFFIC SIGNAL	10	30,594	29,597	46,706										106,898	550,000	19%
303606	WATER STREET CUTS	10	-	51,266	37,098										88,364	255,000	35%
Sub Total			30,594	80,864	83,804	-	-	-	-	-	-	-	-	-	195,262	805,000	24%
General Fund Total			5,682,880	6,302,363	6,069,391	-	-	-	-	-	-	-	-	-	18,054,634	90,612,000	20%

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Other Funds																	
	COMMUNITY GRANT	16	-	-	-										-		-
	HOME PROGRAM	17	874	2,985	3,002										6,860		-
	CDBG	18	216	112,808	401,489										514,513		-
	OLDE TOWNE TIF	19	942	566	1,006										2,515		-
	WABASH CROSSING TIF	21	3,248	1,825	2,729										7,801		-
	DUATS	22	33,764	73,946	125										107,834		-
	EASTGATE TIF	23	19,323	19,107	19,443										57,873		-
	SOUTHSIDE TIF	24	477	261	486										1,223		-
	STATE DRUG ENFORCEMENT	25	287	6,526	22,467										29,280		-
	DUI COURT FINES	26	4,187	3,089	5,812										13,088		-
	POLICE PROGRAMS/LAB	27	551	211	484										1,246		-
	PINES SHOPPING CENTER TIF	28	3,278	3,188	3,297										9,762		-
	GRAND & OAKLAND TIF	29	6,316	6,068	6,348										18,732		-
	FEDERAL DRUG ENFORCEMENT	30	265	90	296										651		-
	BUILDING FUND	34	50,582	67,682	51,281										169,545		-
	LIBRARY OPERATIONS	35	155,733	49,831	109,764										315,327		-
	BAND	36	1,173	1,089	1,162										3,423		-
	FOREIGN FIRE INSURANCE	37	1,092	452	438										1,982		-
	PEG PROJECTS	40	2,206	9,842	124										12,171		-
	LOCAL STREETS & ROADS	42	130,332	157,020	106,685										394,037		-
	2018 PROJECT FUND	44	-	-	-										-		-
	CAPITAL STREET PROJECTS	45	6,723	333,306	8,973										349,003		-
	MFT PROJECTS	46	354,835	241,891	263,008										859,734		-
	DEBT SERVICE	50	13,159	9,902	109,902										132,963		-
	LIBRARY CAPITAL	58	1,885	916	1,697										4,498		-
	LIBRARY TRUST FUNDS	59	147	4,730	380										5,257		-
	FLEET MAINTENANCE	60	281,828	276,690	283,015										841,533		-
	EQUIPMENT REPLACEMENT	61	3,561	519,806	3,220										526,587		-
	RISK MANAGEMENT	64	302,969	332,169	317,154										952,291		-
	EMPLOYEE BENEFIT	65	1,036,443	1,434,955	1,022,790										3,494,188		-
	PUBLIC TRANSIT	70	1,187,147	429,014	159,245										1,775,406		-
	FIBER OPTICS	77	7,666	6,808	7,169										21,643		-
	STORMWATER PROJECTS	78	152,072	268,854	162,871										583,797		-
	SEWER PROJECTS	79	626,646	688,949	752,119										2,067,715		-
	WATER	80	2,712,029	2,690,953	2,718,147										8,121,129		-
	WATER CAPITAL	81	47,241	3,325,388	(2,940,081)										432,548		-
	DCDF	82	1,718	412	2,635										4,766		-
	COMMUNITY REVITALIZATION	84	15,866	17,826	209,307										242,999		-
	GRANTS	85	122,846	46,124	259,262										428,232		-
	RECYCLING	88	58,906	60,984	62,120										182,011		-
	WATER BOND FUND	89	139,488	42,695	103,632										285,815		-
	FIRE PENSION	90	173,854	68,629	2,516,844										2,759,328		-
	POLICE PENSION	91	196,933	(326,077)	2,999,000										2,869,856		-
	AMERICAN RESCUE PLAN	99	-	-	-	-	-	-	-	-	-	-	-	-	-		-
	CENTRAL TIF	120	-	-	-										-		-
Grand Total Revenues			13,541,687	17,293,873	15,828,237	-	-	-	-	-	-	-	-	-	46,663,797	90,612,000	51%

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

Prepared By:
Office of the City Treasurer

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

Mar-24

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	3,291	14,743	3,189										21,223	83,073	83,073	26%
015	EXECUTIVE	10	76,449	90,290	60,400										227,139	805,181	805,181	28%
016	HUMAN RESOURCES	10	49,062	71,116	54,066										174,244	740,439	740,439	24%
017	INFORMATION TECHNOLOGIES	10	165,347	195,933	255,318										616,598	2,458,671	2,458,671	25%
018	DATA & COMMUNICATIONS	10	32,807	49,319	28,620										110,745	544,831	544,831	20%
020	LEGAL	10	103,274	96,973	80,369										280,615	1,177,617	1,177,617	24%
035	FINANCE	10	144,813	244,173	164,423										553,409	2,030,729	2,030,729	27%
037	PURCHASING	10	23,487	24,897	22,333										70,716	209,381	209,381	34%
038	CIVIC CENTER	10	40,630	27,740	68,041										136,411	787,980	787,980	17%
039	CITY GENERAL ADMINISTATIVE	10	715,590	1,356,555	120,193										2,192,338	7,822,961	7,822,961	28%
040	CENTRAL BUSINESS DISTRICT	10	44,433	27,466	45,939										117,838	285,000	285,000	41%
Sub Total			1,399,182	2,199,203	902,891	-	-	-	-	-	-	-	-	-	4,501,276	16,945,863	16,945,863	27%
Community & Economic Development Services																		
050	PLANNING & SUSTAINABILITY	10	58,945	49,603	43,913										152,461	713,403	713,403	21%
052	BUILDING INSPECTIONS	10	73,387	102,747	114,398										290,533	937,622	937,622	31%
053	NEIGHBORHOOD INSPECTIONS	10	84,866	118,021	73,114										276,000	1,767,062	1,767,062	16%
054	REVITALIZATION & HOUSING	10	63,943	76,101	69,209										209,253	785,991	785,991	27%
055	ECONOMIC DEVELOPMENT	10	70,166	199	23,027										93,391	305,900	305,900	31%
Sub Total			351,308	346,670	323,661	-	-	-	-	-	-	-	-	-	1,021,638	4,509,978	4,509,978	23%
Public Safety																		
065	POLICE	10	1,960,039	3,254,129	2,155,122										7,369,291	33,962,177	33,962,177	22%
070	FIRE	10	1,234,205	1,849,502	1,311,288										4,394,996	24,068,069	24,068,069	18%
Sub Total			3,194,244	5,103,632	3,466,411	-	-	-	-	-	-	-	-	-	11,764,287	58,030,246	58,030,246	20%
Public Works																		
080	PUBLIC WORKS ADMIN	10	25,845	44,596	29,961										100,402	437,280	437,280	23%
082	ENGINEERING	10	100,620	154,492	102,899										358,011	1,481,280	1,481,280	24%
083	MUNICIPAL SERVICES	10	347,437	503,885	358,166										1,209,487	5,302,119	5,302,119	23%
084	STREETS	10	90,920	99,489	105,098										295,507	1,345,767	1,345,767	22%
086	TRAFFIC & PARKING	10	106,322	145,176	132,477										383,975	1,706,709	1,706,709	22%
088	LAND & BUILDING MGMT	10	32,565	45,099	42,931										120,595	852,758	852,758	14%
Sub Total			703,708	992,737	771,532	-	-	-	-	-	-	-	-	-	2,467,977	11,125,913	11,125,913	22%
General Fund Expenditure Total			5,648,443	8,642,241	5,464,494	-	-	-	-	-	-	-	-	-	19,755,177	90,612,000	90,612,000	22%
Community & Economic Development																		
16	COMMUNITY GRANT	16	-	-	-										-	705,800	705,800	0%
17	HOME PROGRAM	17	-	4,004	711										4,715	2,539,416	2,539,416	0%
18	CDBG PROGRAM	18	74,588	413,888	19,143										507,619	4,623,718	4,623,718	11%
22	DUATS	22	34,627	46,523	2,184										83,334	435,780	435,780	19%
70	PUBLIC TRANSIT	70	218,292	1,585,564	903,792										2,707,647	30,497,405	30,497,405	9%
82	DCDF	82	468	112	176,860										177,440	172,045	172,045	103%
84	COMMUNITY REVITALIZATION	84	423,479	1,218,730	248,005										1,890,215	7,285,000	7,285,000	26%
88	RECYCLING	88	44,567	91,360	44,132										180,059	787,956	787,956	23%
Sub Total			796,020	3,360,181	1,394,827	-	-	-	-	-	-	-	-	-	5,551,028	47,047,120	47,047,120	12%
Redevelopment & TIF																		
19	OLDE TOWNE TIF	19	-	-	-	-	-	-	-	-	-	-	-	-	-	1,087,000	1,087,000	0%
21	WABASH CROSSING TIF	21	-	2,763	663	-	-	-	-	-	-	-	-	-	3,425	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	1,535										-	250,000	250,000	
Sub Total			-	47,227	2,198	-	-	-	-	-	-	-	-	-	3,425	3,072,103	3,072,103	0%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

Mar-24

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																		
25	STATE DRUG ACTIVITIES	25	2,666	26,539	18,500										47,705	95,000	95,000	50%
26	DUI COURT FINES	26	1,002	2,548	7,730										11,279	107,500	107,500	10%
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	11,887										24,620	198,880	198,880	12%
Sub Total			11,397	39,511	38,117	-	-	-	-	-	-	-	-	-	89,025	494,880	494,880	18%
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	2,000										144,277	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	16,726										381,211	6,004,519	6,004,519	6%
46	STATE MFT PROJECTS	46	440,590	94,376	47,177										582,143	18,358,871	18,358,871	3%
60	FLEET OPERATIONS	60	141,870	301,523	208,650										652,043	3,162,104	3,162,104	21%
61	EQUIPMENT REPLACEMENT	61	68,444	175,916	439,216										683,576	3,795,799	3,795,799	18%
78	STORM WATER PROJECTS	78	79,536	131,201	80,089										290,827	2,148,156	2,148,156	14%
79	SEWER PROJECTS	79	547,876	737,892	302,026										1,587,794	11,421,025	11,421,025	14%
Sub Total			1,422,003	1,812,159	1,095,883	-	-	-	-	-	-	-	-	-	4,330,045	47,349,672	47,349,672	9%
Library																		
35	LIBRARY OPERATIONS	35	284,964	485,841	339,892										1,110,697	4,739,984	4,739,984	23%
58	LIBRARY CAPITAL PROJECTS	58	-	54,230	3,000										57,230	500,000	500,000	11%
59	LIBRARY TRUST FUNDS	59	-	1,831	201										2,031	75,000	75,000	3%
Sub Total			284,964	541,902	343,093	-	-	-	-	-	-	-	-	-	1,169,958	5,314,984	5,314,984	22%
Internal Service and Other																		
34	BUILDING FUND	34	117,532	73,221	40,371										231,124	747,428	747,428	31%
36	BAND	36	2,855	533	533										3,921	93,001	93,001	4%
40	PEG CAPITAL PROGRAMMING	40	842	2,762	13,196										16,801	60,660	60,660	28%
64	RISK MANAGEMENT	64	55,869	128,082	28,766										212,717	3,557,261	3,557,261	6%
65	BENEFIT INSURANCE	65	1,092,051	1,062,926	1,133,493										3,288,471	14,414,224	14,414,224	23%
77	FIBER OPTICS	77	5,233	14,033	11,521										30,787	607,663	607,663	5%
85	GRANT FUND	85	-	355,434	169,979										525,413	5,212,000	5,212,000	10%
99	AMERICAN RESCUE PLAN	99	50,595	(50,595)	6,592										6,592	437,000	437,000	2%
Sub Total			1,324,977	1,586,396	1,404,451	-	-	-	-	-	-	-	-	-	4,315,825	25,129,237	25,129,237	17%
Water Utility																		
80	WATER UTILITY	80	1,207,520	13,730,357	(1,586,490)										13,351,387	38,960,268	38,960,268	34%
81	WATER CAPITAL	81	389,507	617,842	99,044										1,106,393	12,501,542	12,501,542	9%
89	2022 BOND FUND	89	21,324	18,744	36,548										76,616	11,996,658	11,996,658	1%
Sub Total			1,618,351	14,366,943	(1,450,898)	-	-	-	-	-	-	-	-	-	14,534,396	63,458,468	63,458,468	23%
Fudiciary Trust & Agency																		
90	FIRE PENSION	90	821,208	819,097	817,612										2,457,917	9,860,396	9,860,396	25%
91	POLICE PENSION	91	967,489	990,257	982,635										2,940,381	11,644,032	11,644,032	25%
Sub Total			1,788,697	1,809,354	1,800,246	-	-	-	-	-	-	-	-	-	5,398,298	21,504,428	21,504,428	25%
Grand Total Expenditures			12,894,852	33,545,851	10,092,411	-	-	-	-	-	-	-	-	-	56,487,115	306,700,047	306,700,047	18%

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Current Year													
Water Bill Count													
Original Bills													
Residential	28,260	25,693	24,511										78,464
Industrial	30	30	30										90
Commercial	2,781	2,589	2,438										7,808
Total	31,071	28,312	26,979	-	-	-	-	-	-	-	-	-	86,362
Delinquent Bills													
Residential	8,084	7,525	6,981										22,590
Industrial	426	-	-										426
Commercial	-	406	399										805
Total	8,510	7,931	7,380	-	-	-	-	-	-	-	-	-	23,821
Total Bill Count	39,581	36,243	34,359	-	-	-	-	-	-	-	-	-	110,183
Cubit Feet Consumption Billed													
Residential	11,720,126	11,275,137	9,421,328										32,416,591
Industrial	35,671,234	37,822,224	38,317,859										111,811,317
Commercial	9,294,639	10,624,499	9,030,487										28,949,625
Total	56,685,999	59,721,860	56,769,674	-	-	-	-	-	-	-	-	-	173,177,533
Water Shut Offs	665	702	720										2,087
Customer Service Telephone Calls	5,096	4,602	4,270										13,968
Water Billed \$													
Residential	798,585	754,163	652,315										\$ 2,205,064
Industrial	1,099,425	1,153,979	1,161,864										\$ 3,415,268
Commercial	561,719	600,856	525,703										\$ 1,688,278
Total	\$ 2,459,729	\$ 2,508,998	\$ 2,339,882	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,308,609
Penalty \$													\$ -
Total Billed	\$ 2,459,729	\$ 2,508,998	\$ 2,339,882	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,308,609
Raw Water Gallonage Billed													
Gallons	441,830,000	382,650,000	399,820,000										1,224,300,000
\$ Billed	146,422	126,810	132,500										\$ 405,733
Water Billed vs Cash Receipts													
Billed \$	2,620,602	2,650,751	2,486,730										\$ 7,758,083
Cash Revenue \$	2,649,090	2,609,314	2,643,097										\$ 7,901,502
% Cash to Billed	101%	98%	106%	-	-	-	-	-	-	-	-	-	101.8%

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Fiscal Year 2023													
Water Bill Count													
Original Bills													
Residential	26,045	24,570	29,767	23,486	27,914	27,623	24,806	28,452	25,046	26,432	26,415	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	7,841	7,420	8,071	8,394	7,378	8,303	7,208	8,602	7,653	7,214	91,925
Industrial	-	-	1	-	-	-	3	3	1	4	4	2	18
Commercial	452	365	412	446	447	474	435	491	433	419	453	398	5,225
Total	7,851	6,807	8,254	7,866	8,518	8,868	7,816	8,797	7,642	9,025	8,110	7,614	97,168
Total Bill Count	36,567	33,866	41,031	33,709	39,310	39,257	35,195	40,104	35,251	38,148	37,217	35,868	445,523
Cubit Feet Consumption Billed													
Residential	11,188,618	10,200,018	11,145,560	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	141,038,646
Industrial	41,752,330	45,530,232	39,297,719	42,569,239	40,161,288	41,341,662	42,100,688	42,836,883	44,869,880	34,398,294	40,699,068	36,801,920	492,359,203
Commercial	9,746,511	9,514,979	9,436,568	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	133,815,484
Total	62,687,459	65,245,229	59,879,847	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	767,213,333
Water Shut Offs	397	578	624	533	634	650	634	808	666	772	676	643	7,615
Customer Service Telephone Calls	4,761	4,507	5,297	5,109	5,247	5,019	4,899	5,385	4,741	5,093	4,864	4,430	59,352
Water Billed \$													
Residential	708,003	655,213	731,925	639,338	761,753	917,354	836,069	923,153	799,175	793,273	753,332	709,430	\$ 9,228,018
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	537,369	495,811	600,355	669,731	703,521	734,623	687,941	651,868	622,979	553,134	\$ 7,298,405
Total	\$ 2,417,959	\$ 2,441,732	\$ 2,390,274	\$ 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	\$ 31,028,458
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	\$ 2,418,774	\$ 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	\$ 31,281,716
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	2,538,233	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	\$ 32,964,078
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%	100.0%

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: Mar-24

		Current Year Staffing Levels											
	Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Full Time Staffing													
City Manager's Office & City Clerk	4	4	4	4	-	-	-	-	-	-	-	-	-
Data & Communications	3	3	3	3	-	-	-	-	-	-	-	-	-
Transit	10	11	11	11	-	-	-	-	-	-	-	-	-
Facilities	2	1	1	1	-	-	-	-	-	-	-	-	-
Finance/Purchasing/Water Cust. Serv.	24	22	23	23	-	-	-	-	-	-	-	-	-
Human Resources	4	4	4	4	-	-	-	-	-	-	-	-	-
Information Technology	9	9	9	9	-	-	-	-	-	-	-	-	-
Legal	7	6	7	7	-	-	-	-	-	-	-	-	-
Economic & Community Dev	27	24	25	25	-	-	-	-	-	-	-	-	-
Public Safety	269	255	253	253	-	-	-	-	-	-	-	-	-
Public Works	116	106	110	110	-	-	-	-	-	-	-	-	-
Total Full Time		475	445	450	450	-	-	-	-	-	-	-	-
Part Time Staffing													
City Manager's Office	-	2	1	1									
Transit	-	-	-										
Legislative	7	7	7	7									
Finance and Purchasing	-	2	2	2									
Human Resources	-	-	-										
Information Technology	-	1	1	1									
Legal	-	-	-										
Economic & Community Dev	-	1	1	1									
Police	-	2	2	2									
Fire	-	1	1	1									
Public Works	-	-		1									
Total Temporary		7	16	15	16	-	-	-	-	-	-	-	-
Total City Staff Headcount		482	461	465	466	-	-	-	-	-	-	-	-

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: Mar-24

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

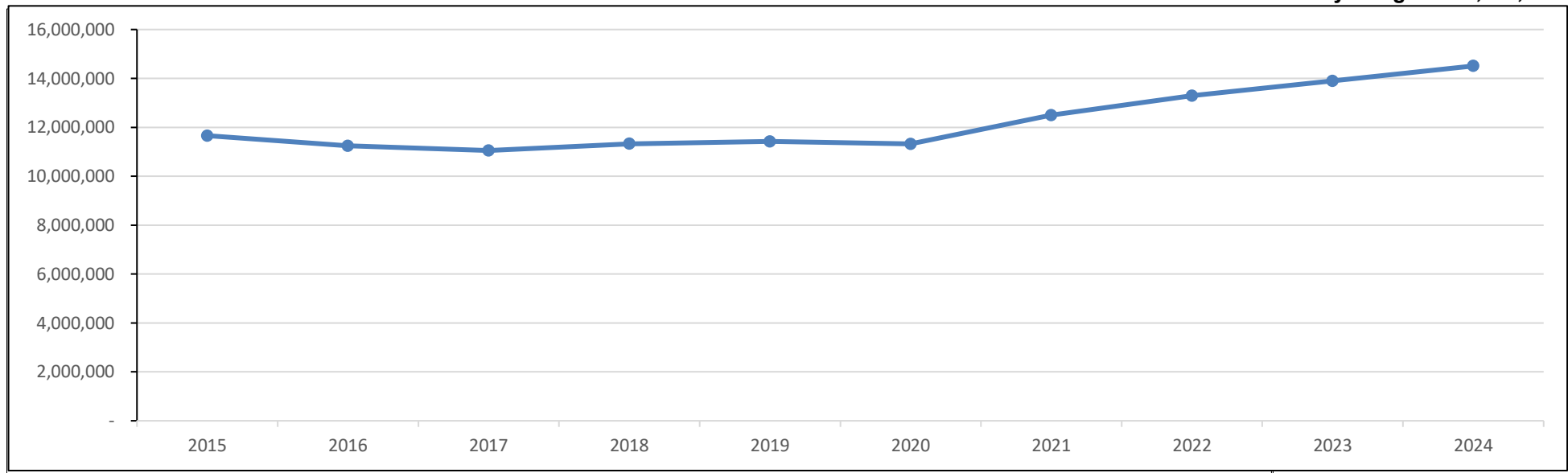
Note: Above report includes all Full Time W-2 EE's

STATE SALES TAX

Home

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	963,009	946,811	902,833	882,653	984,872	984,354	936,318	1,033,684	1,168,660	1,167,816
FEBRUARY	941,678	904,631	899,838	917,921	935,303	955,006	882,140	1,075,306	1,127,485	1,224,877
MARCH	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,269,776	1,289,943	1,360,748
APRIL	857,417	824,458	789,769	840,607	801,923	850,408	909,469	938,656	1,033,077	1,076,211
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	14,509,244
								Year in Play Budget		14,649,000

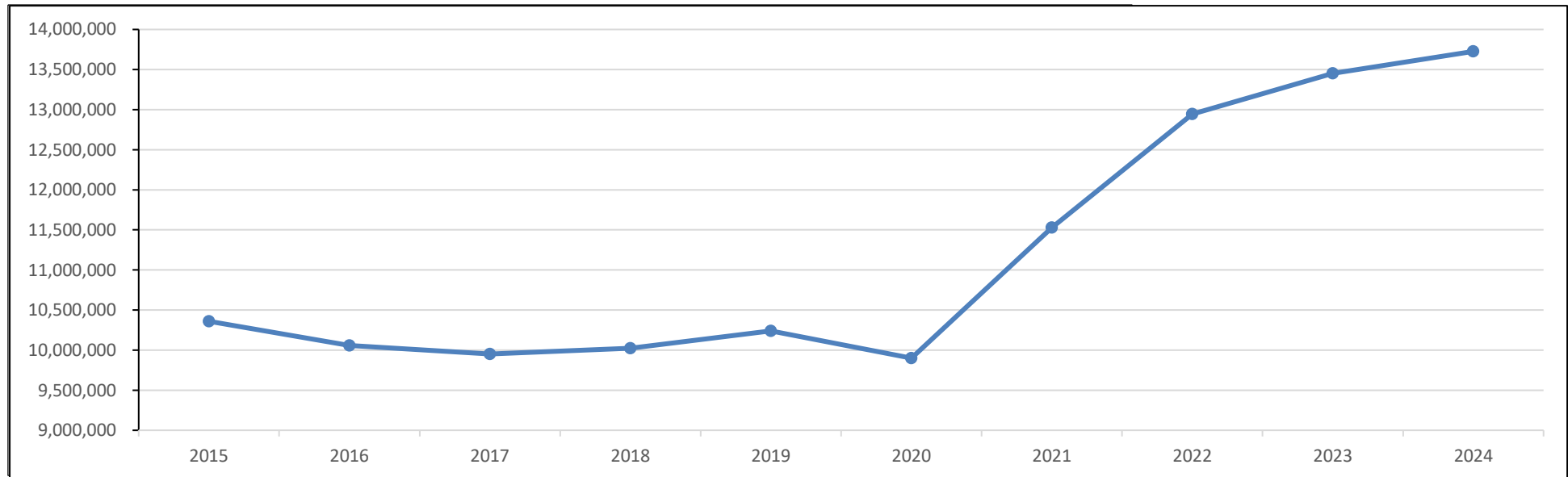


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

LOCAL SALES TAX

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	889,089	848,993	818,066	807,770	892,334	880,608	840,697	1,006,392	1,157,380	1,108,301
FEBRUARY	863,243	833,995	838,995	837,288	864,722	856,677	781,469	1,041,267	1,134,252	1,197,957
MARCH	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	1,201,515	1,246,328	1,276,139
APRIL	739,805	703,472	702,734	712,309	698,869	734,157	813,655	858,286	954,992	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	13,726,015
								Year in Play Budget		13,942,000



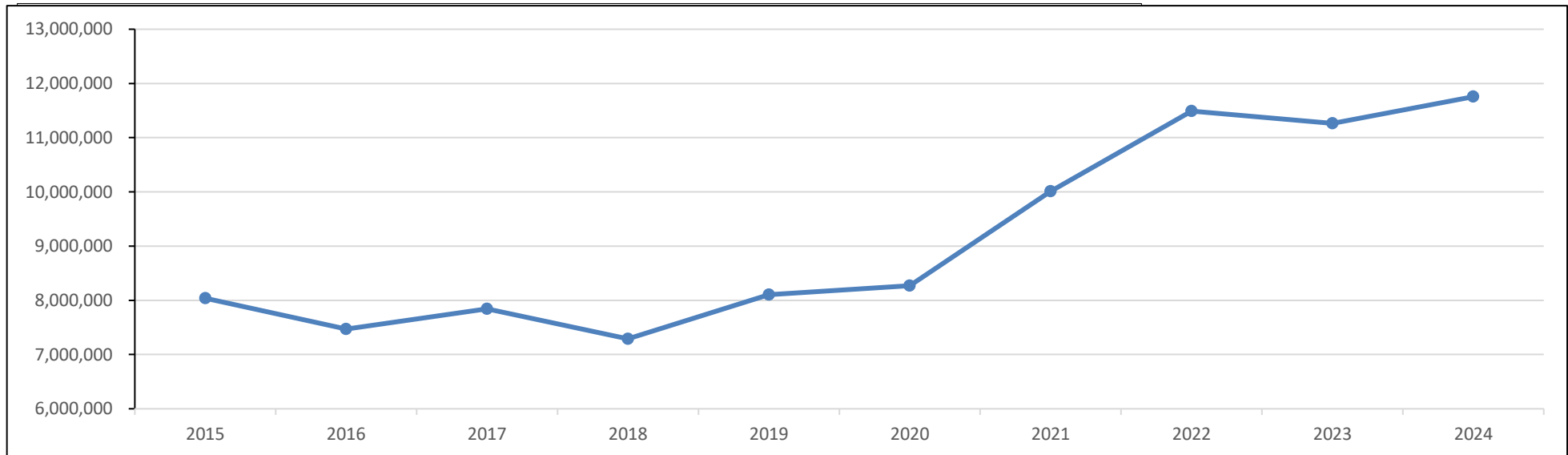
Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

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

STATE INCOME TAX

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	852,700	912,628	851,716	578,461	631,574	696,621	807,110	960,878	1,049,580	1,124,788
FEBRUARY	-	-	-	837,319	759,834	717,710	853,298	1,198,126	1,037,782	1,064,296
MARCH	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	519,319	614,640	691,752
APRIL	925,184	822,346	-	646,373	734,870	783,855	937,702	1,109,452	989,236	1,025,356
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	11,755,177
								Year in Play Budget		11,675,000



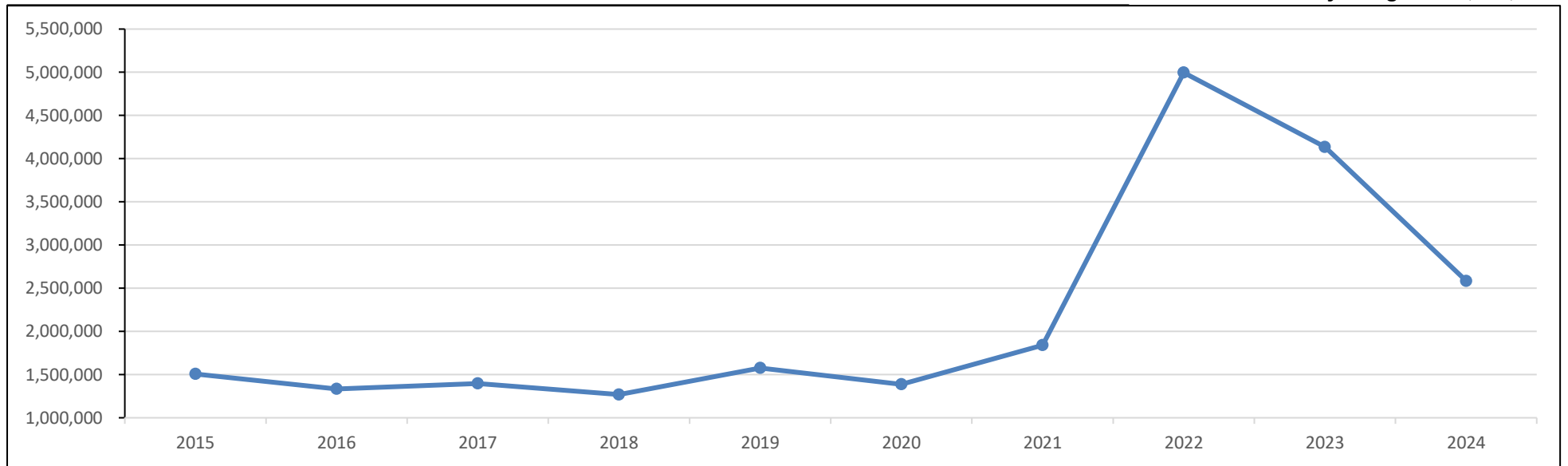
Schedule presents State LGDF distribution

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

PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	202,878	195,051	217,463	143,616	153,006	226,930	238,599	489,253	699,404	410,703
FEBRUARY	717	-	-	-	-	-	-	-	-	-
MARCH	70,137	83,788	147,880	132,622	67,368	45,114	86,205	654,576	386,908	257,650
APRIL	364,335	271,921	352,780	260,085	301,619	311,508	402,800	743,040	551,668	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	2,584,179
								Year in Play Budget		3,339,000

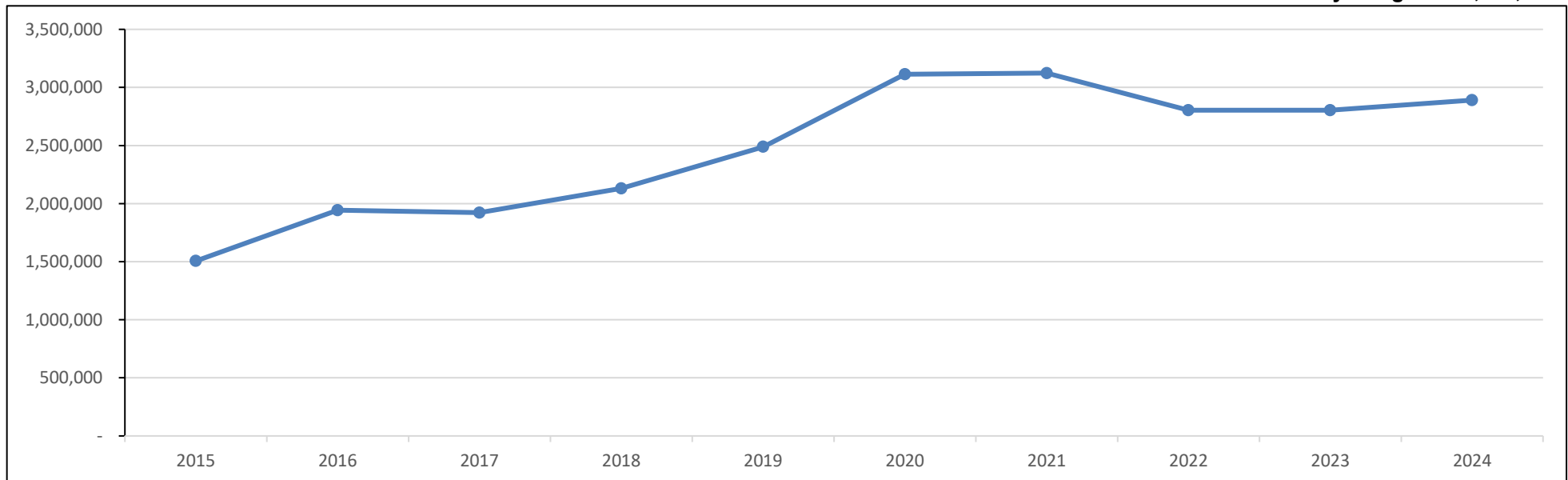


Schedule presents State distribution of PPRT. Recorded by City in city general fund (77.2%) and city library fund (22.8%) in accordance with state statutes

LOCAL USE TAX

MONTH	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
JANUARY	136,569	295,435	159,854	166,257	205,607	244,618	301,148	215,409	253,475	241,131
FEBRUARY	129,837	146,086	155,199	192,590	227,498	229,171	320,911	253,062	267,197	251,921
MARCH	196,801	208,903	241,170	243,593	275,101	314,455	452,845	320,769	323,206	292,406
APRIL	69,628	128,350	139,319	145,000	159,583	217,745	222,022	212,726	226,274	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	2,890,117
								Year in Play Budget		3,011,000

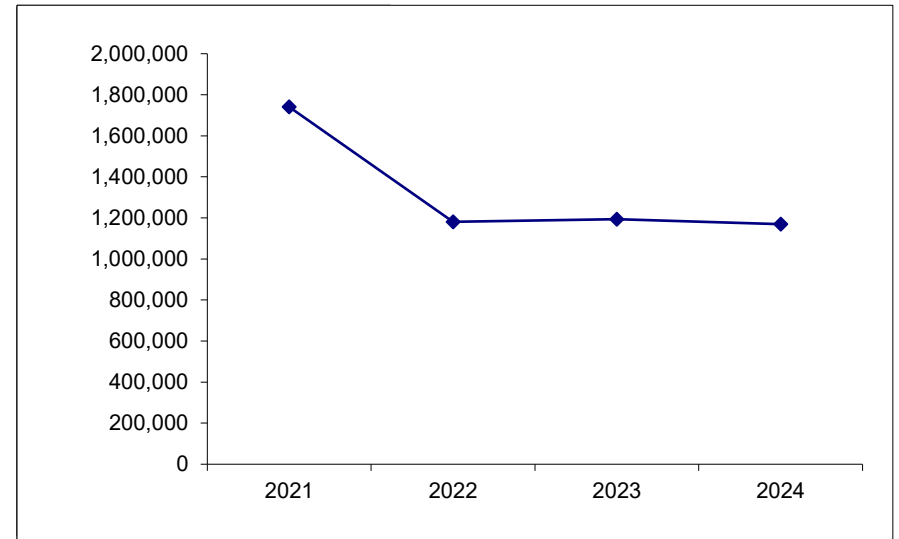


Schedule presents State distribution of Use Tax.

Projected Revenues

LOCAL TELEPHONE UTILITY TAX

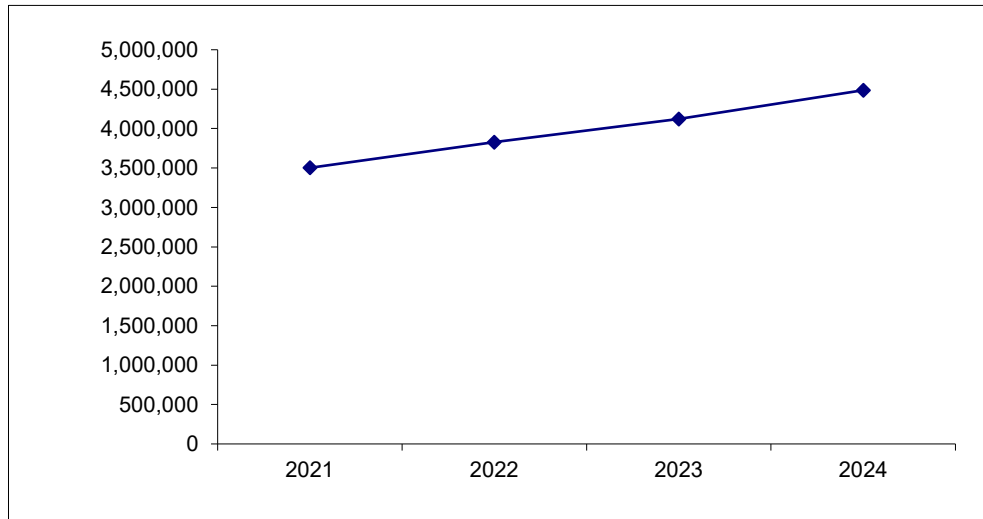
MONTH	2021	2022	2023	2024
JANUARY	585,430	99,599	100,718	97,646
FEBRUARY	105,214	94,273	101,222	91,030
MARCH	97,810	97,801	121,496	93,389
APRIL	91,598	95,983	107,186	109,236
MAY	97,948	94,162	89,187	90,893
JUNE	129,008	97,606	93,766	95,560
JULY	101,474	95,378	89,855	91,574
AUGUST	111,428	98,967	94,549	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	1,169,441
			Current Budget	1,217,000



Projected Revenues

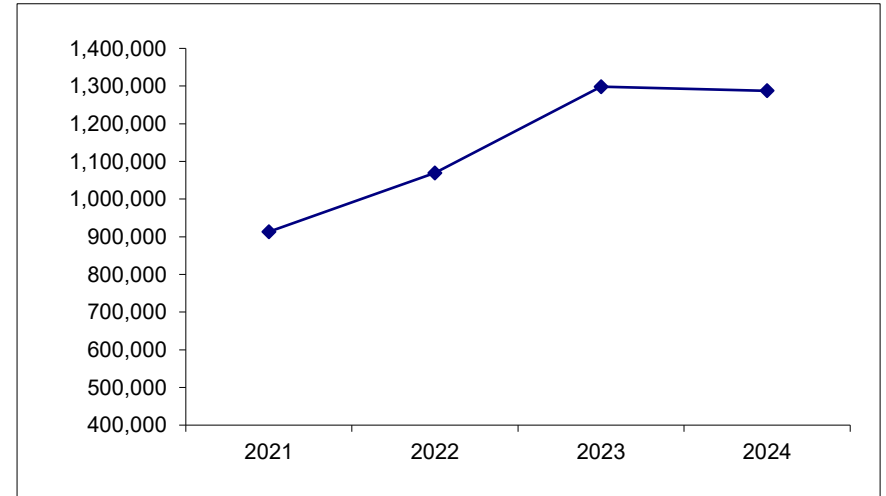
LOCAL FOOD & BEVERAGE TAX

MONTH	2021	2022	2023	2024
JANUARY	259,733	325,939	349,168	365,811
FEBRUARY	237,003	268,346	310,308	304,849
MARCH	251,710	254,687	314,152	325,079
APRIL	316,741	328,645	344,283	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	4,486,615
			Current Budget	4,571,000



LOCAL HOTEL & MOTEL TAX

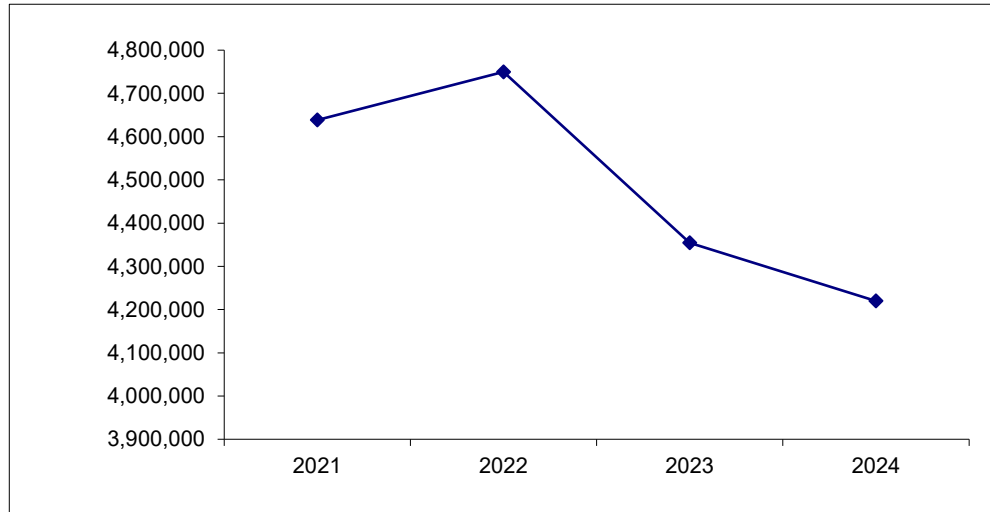
MONTH	2021	2022	2023	2024
JANUARY	45,696	62,215	71,531	69,918
FEBRUARY	38,938	70,247	89,816	70,454
MARCH	46,068	65,323	74,851	64,019
APRIL	61,645	76,916	111,415	113,612
MAY	64,188	76,544	78,123	79,663
JUNE	80,612	95,446	114,607	116,867
JULY	82,463	104,261	112,386	114,602
AUGUST	96,057	91,208	124,206	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	1,287,535
			Current Budget	1,324,000



Projected Revenues

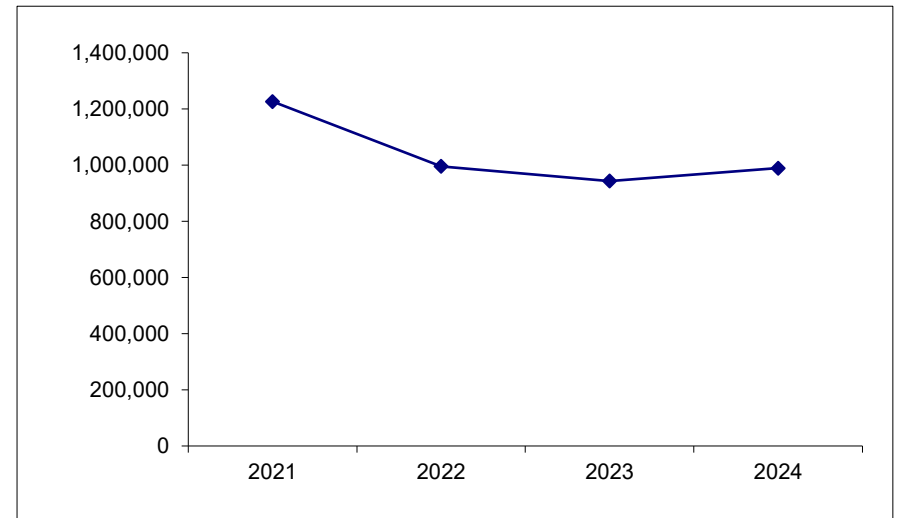
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2021	2022	2023	2024
JANUARY	387,338	451,232	494,772	-
FEBRUARY	-	-	511,814	410,027
MARCH	964,355	1,170,976	459,507	491,881
APRIL	406,775	453,756	411,867	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	4,219,715
			Current Budget	5,002,000



LOCAL CABLE TV TAX

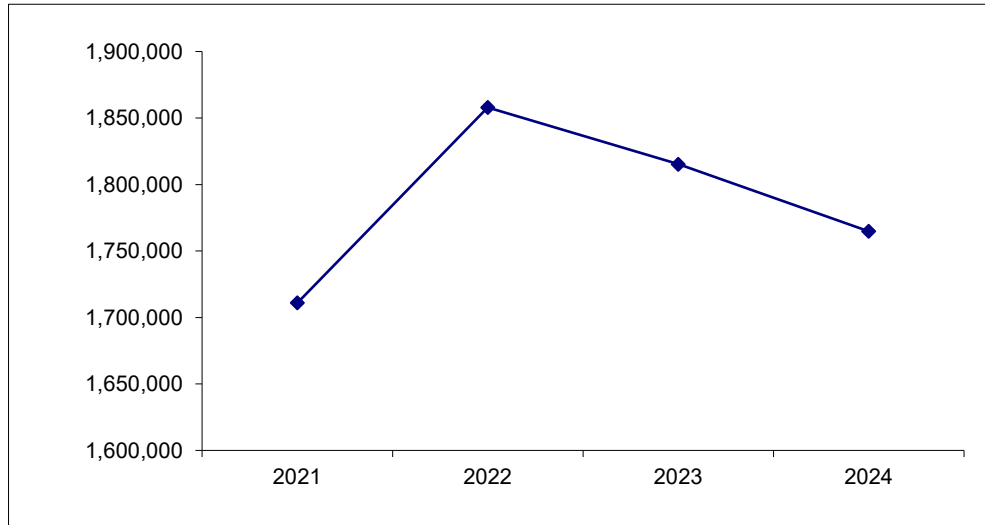
MONTH	2021	2022	2023	2024
JANUARY	115,677	13,687	11,674	10,413
FEBRUARY	248,600	235,066	228,468	210,193
MARCH	-	-	-	-
APRIL	14,722	12,982	-	-
MAY	238,382	245,500	241,582	264,074
JUNE	-	-	-	-
JULY	-	-	10,736	11,736
AUGUST	252,130	254,979	224,680	245,598
SEPTEMBER	-	-	-	-
OCTOBER	-	-	10,312	11,272
NOVEMBER	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



Projected Revenues

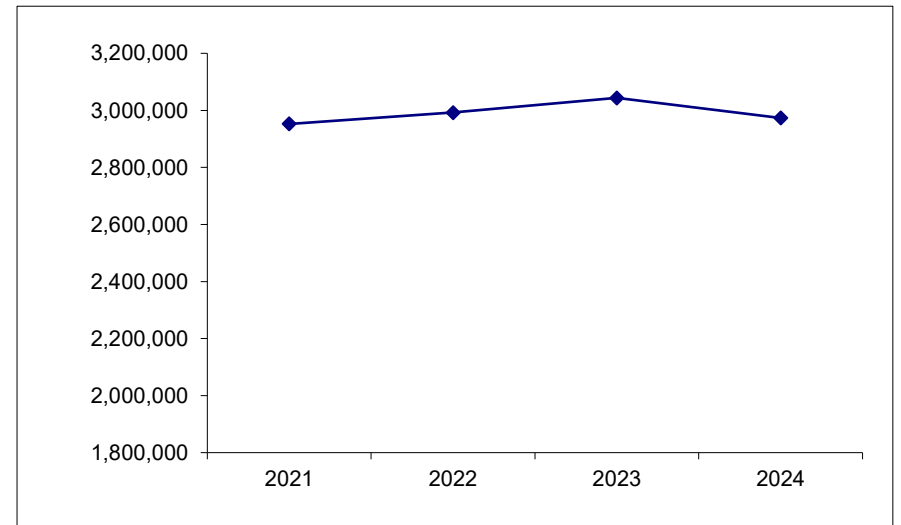
LOCAL MOTOR FUEL TAX

MONTH	2021	2022	2023	2024
JANUARY	137,973	155,334	154,093	127,282
FEBRUARY	116,174	146,251	142,970	155,267
MARCH	137,669	125,153	138,333	106,685
APRIL	141,621	142,456	150,252	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	1,764,734
			Current Budget	1,834,000



STATE MOTOR FUEL TAX

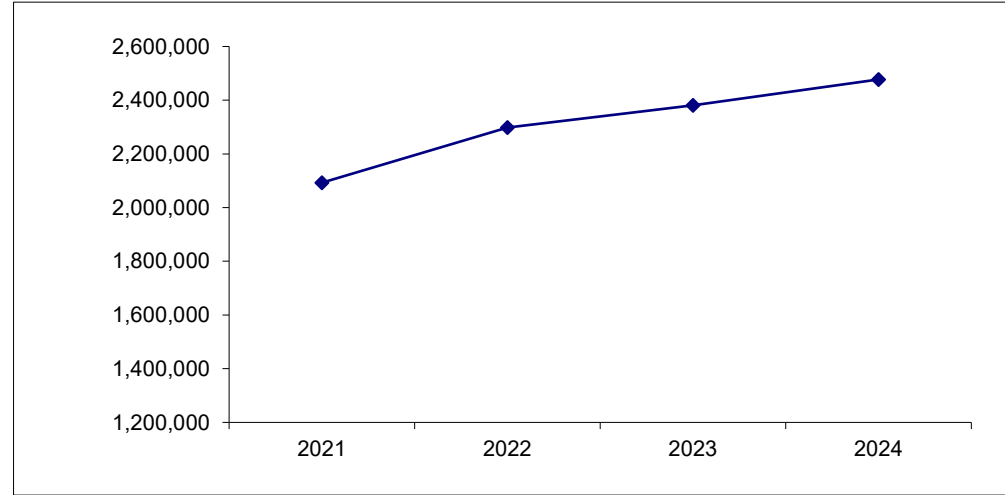
MONTH	2021	2022	2023	2024
JANUARY	252,696	283,072	275,250	275,245
FEBRUARY	220,266	258,944	220,663	235,090
MARCH	208,011	178,756	225,950	263,008
APRIL	215,526	253,405	219,333	244,417
MAY	250,786	255,437	250,551	244,417
JUNE	248,729	256,227	254,697	244,417
JULY	255,517	265,264	264,536	244,417
AUGUST	253,309	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	2,973,093
			Current Budget	2,933,000



Projected Revenues

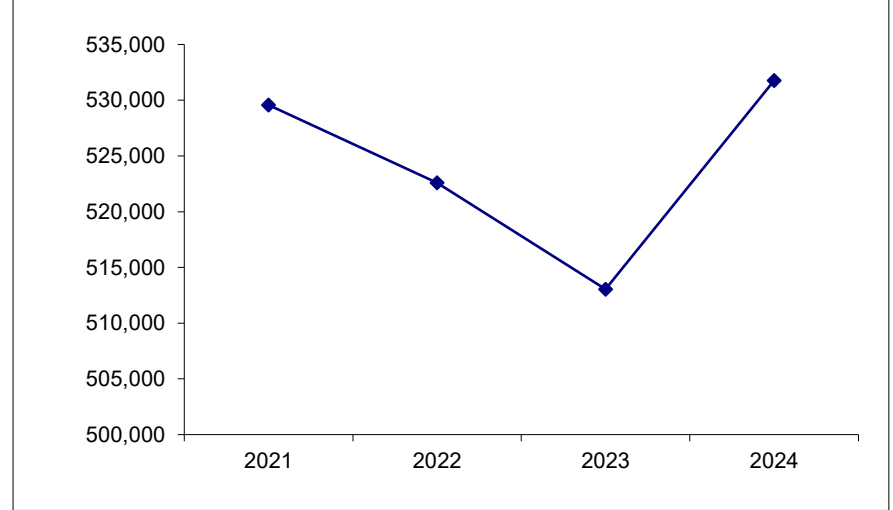
STATE VIDEO GAMING TAX

MONTH	2021	2022	2023	2024
JANUARY	85,531	186,950	187,712	186,224
FEBRUARY	-	194,055	194,632	196,329
MARCH	85,407	165,854	192,027	170,364
APRIL	176,056	170,074	196,183	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	2,477,220
			Current Budget	2,536,000



LOCAL LIQUOR LICENSE FEE

MONTH	2021	2022	2023	2024
JANUARY	3,989	-	-	2,556
FEBRUARY	-	6,010	250	2,547
MARCH	2,459	702	3,677	250
APRIL	2,018	-	100	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	531,771
			Current Budget	513,000



Financial Management

DATE: 4/15/2024

MEMO:

TO: Honorable Mayor Moore Wolfe and
City Council Members

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

SUBJECT: An Ordinance Amending the 2023 Budget Reconciliation Ordinance of the City of Decatur, Illinois and closing Fund 99

SUMMARY RECOMMENDATION:

City Administration recommends City Council approve moving the revenue replacement unrestricted funds back to the designated Council purposes based on its 2021 and 2022 ARPA allocation decisions, as amended. Furthermore, since the Federal American Rescue Plan Act (ARPA) funds have been fully expended based on Treasury Department regulations, and reports filed with the Federal grant agency, the ARPA fund, Fund 99 will be closed as required by the auditors.

BACKGROUND:

Revenue Replacement Funds Returned

City Council adopted the Fiscal Year 2023 Budget and Appropriation Ordinance on December 5, 2022 for the purpose of defraying the expenses of certain departments and funds of the City of Decatur for the fiscal year beginning January 1, 2023 and ending December 31, 2023.

On June 20, 2023 for Fiscal Year 2023, the City Council approved an ordinance to amend the 2023 budget for the fiscal year that ended December 31, 2023.

On December 18, 2023 for Fiscal Year 2023, the City Council approved an ordinance to amend the 2023 budget to reconcile the budget and appropriate additional funds for operational expenditures for the City to effect provision of services to its citizens which were not anticipated at the time of adoption. Passage of a budget reconciliation ordinance every December is a regular part of closing out and properly ending a fiscal year.

On February 5, 2024 for Fiscal Year 2023, the City Council approved an ordinance to amend the 2023 budget and close-out and finalize the reconciliation of the fiscal year that ended December 31, 2023.

To fully close out FY2023 and final ARPA accounting, the City Council will need to amend the 2023 Budget Reconciliation Ordinance again to allocate the revenue replacement funds back to the original purposes designated by the City Council. These funds are unrestricted in purpose and reside in the general fund. The ARPA grant purposes have been fulfilled for revenue replacement and now are to be spent as originally designated by Council. These are not new funds, but simply using the unrestricted funds as originally intended after the grant restrictions were fulfilled for public safety in fire and police salaries per Ordinance 2023-62. Some of the expenses have already been spent in the general fund and other expenses have been spent in other funds. Most of the \$8.5 million in transfer was spent in FY2023.

Remaining unrestricted funds allocated

Of the \$2,228,391 transferred back to the ARPA grant fund (Fund 99), FY2023 public safety spending from ARPA funds was \$599,544 after audit adjustments. This leaves \$1,628,847.71 remaining to be allocated. Since the ARPS grant funds have been spent and filed with the Federal grant agency, the ARPA fund must be closed out and all the funds must be distributed with the FY2023 audit.

Of the \$1,628,847.71 remaining balance in the ARPA fund, \$600,000 has already been allocated by City Council for the second floor Library construction (Ordinance 2023-36); and discussion during the City council meeting of June 20, 2023 stated that these funds would be allocated from ARPA funds.

Funding for Fire Station 7 was discussed with City Council during the June 20, 2023 meeting that the Administration would be asking for the remaining payment of up to \$482,509 be funded from the ARPA funds. The total owed for fire station 7 is \$341,180.39.

This leaves \$687,667.32 remaining in the ARPA fund. The Administration recommends \$687,667.32 be moved to Economic Development (Fund 84) for demolitions and rehab projects, as demolitions continues to be an important part of the City Council's strategic plan. The amount of transfer to Fund 84 may be different depending upon any additional FY2023 audit entries or adjustments.

ARPA Fund 99 closed

Furthermore, since the ARPA grant funds have been fully expended based on Treasury rules, the auditors require that ARPA Fund 99 be closed out and no longer used. All ARPA grant funds were spent by December 31, 2023. The grant was held open in 2024 in case the auditors required any funds be moved between categories during the audit. The grant will be closed out after the 2023 audit is completed.

PRIOR COUNCIL ACTION:

City Ordinance 2023-62

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES:

Sikich LLP

STAFF REFERENCE: Scot Wrighton, City Manager Ruby James, City Treasurer & Chief Financial Officer

BUDGET/TIME IMPLICATIONS:

Approval of this ordinance will allow the City to use the revenue replacement funds as outlined in the 2021 and 2022 ARP allocations, approved by City Council, and close-out ARP entirely.

ATTACHMENTS:

Description	Type
An Ordinance Amending the 2023 Budget Reconciliation Ordinance of the City of Decatur, Illinois and Closing Fund 99	Ordinance

ORDINANCE NO. 2024 –

**AND ORDINANCE AMENDING THE 2023 BUDGET RECONCILIATION
ORDINANCE OF THE CITY OF DECATUR, ILLINOIS AND
CLOSING FUND 99**

WHEREAS, on December 5, 2022, City Council adopted the Fiscal Year 2023 Budget and Appropriation Ordinance for the purpose of defraying the expenses of several departments and funds of the City of Decatur for the fiscal year beginning January 1, 2023 and ending December 31, 2023; and,

WHEREAS, on June 20, 2023 the City Council amended the Fiscal Year 2023 Budget for the fiscal year that ended December 31, 2023.

WHEREAS, on December 18, 2023 the City Council adopted a budget reconciliation ordinance further amending the Fiscal Year 2023 Budget; and,

WHEREAS, on February 5, 2024 the City Council adopted a final budget reconciliation ordinance for the Fiscal Year 2023 Budget to close-out and finalize the reconciliation of the fiscal year that ended December 31, 2023.

WHEREAS, it is now necessary to further amend the 2023 budget to allocate revenue replacement funds back to the original purposes designated by the City Council. These funds are unrestricted in purpose and reside in the general fund. The grant purposes have been fulfilled for revenue replacement and now the funds will be spent as designated by the Council. Some expenses were already spent out of the general fund and other expenses are being spent in other funds;

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

SECTION 1. The following amounts are hereby appropriated for the Fiscal Year ending December 31, 2023, and set apart within the following designated funds for expenditures, and the December 2023 Budget Reconciliation Ordinance is accordingly amended as follows:

Fund	\$ Amount
General Fund (Fund 10) – revenue replacement (grant)	(8,502,399)
Building Fund (Fund 34) - 2 nd floor renovation	646,114
Local MFT (Fund 42) – revenue replacement	639,638
State MFT (Fund 46) – revenue replacement	188,458
Community Revitalization (Fund 84) – demolitions, Housing assistance, Rehab	3,207,712
ARP (Fund 99) – Public Safety, Library, Fire Station	2,228,391
Water Capital (Fund 81) – Claricone Project	888,371
Fiber (Fund 77) – Fiber network expansion	<u>703,715</u>
Total	0

SECTION 2. The following amounts are hereby appropriated for the Fiscal Year ending December 31, 2023, and set apart within the following designated funds for expenditures, and the

December 2023 Budget Reconciliation Ordinance is accordingly amended as follows:

Fund	\$ Amount
ARP Fund (Fund 99) – revenue replacement funds	(1,628,847.71)
Building Fund (Fund 34) - 2 nd floor renovation	600,000.00
2018 Project Fund (Fund 44) – Fire Station 7	341,180.39
Economic Development (Fund 84) – demolitions	<u>687,667.32</u>
Total	0

The amount of transfer to Fund 84 may be adjusted for any additional FY2023 audit entries or adjustments.

SECTION 3. Fund 99 will be closed after the FY2023 audit is completed.

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

PRESENTED and ADOPTED this 15th day of April 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

Financial Management

DATE: 4/15/2024

MEMO:

TO: Honorable Mayor Moore Wolfe and
City Council Members

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

SUBJECT: An Ordinance providing for the issuance of not to exceed \$36,800,000 General Obligation Bonds of the City of Decatur, Macon County, Illinois, to refund certain current and outstanding bonds and to finance water system infrastructure improvements, authorizing the sale of said bonds to the purchaser thereof, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, further providing for the execution of an escrow agreement in connection with such issuance, and authorizing the City Manager and Chief Financial Officer to lock-in rates and terms most favorable to the City of Decatur, which is likely to be the end of the summer, 2024.

SUMMARY RECOMMENDATION:

City Administration recommends City Council approve authorizing bond authority to refund bond series 2014 and 2015 for those issues that can be redeemed with lower interest rates at the time of redemption. Furthermore, the City Administration recommends the City Council approve authorizing bond authority to issue tax exempt bonds for the purpose of water system infrastructure improvements.

BACKGROUND:

The City of Decatur engages financial consultants to assist in evaluating opportunities that exist in the market to issue debt and reduce expenses. As bond issues are eligible for redemption, financial consultants advise the City of the financial viability of redeeming bond issues, and when would be the best timing to redeem bonds in the market.

General Obligation Bond Series 2014 is currently eligible to be redeemed and Series 2015 will be eligible to be redeemed as of June 2024. Both bond series have individual bond interest rates higher than current market rates. Therefore, it would be in the best financial interest of the City to redeem those bond issues that hold higher interest rates than the market at the time of redemption. It is estimated that the City could save between \$1.2 and \$1.8 million in interest if the current market conditions hold or improve later in the year.

In addition, the City Administration is recommending taking out an additional \$5.3 million in tax

exempt bonds for water system infrastructure improvements to be completed in the next two years. The City has a long list of water system infrastructure improvements that will be needed in the coming years and since the City is currently issuing bonds this year, it makes sense to include a portion of the water projects in the current bond issue to economize on debt issuance expenses.

It is anticipated that bonds will be issued in mid to late summer, depending on changing market conditions.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES:

Dalena Wilkomer, Baird Financial Services

Dan Forbes, Speer Financial

Kyle Harding, Chapman and Cutler LLP

STAFF REFERENCE: Scot Wrighton, City Manager Ruby James, City Treasurer & Chief Financial Officer

BUDGET/TIME IMPLICATIONS:

Approval of this ordinance will allow the City to save between \$1.2 million and \$1.8 million in long-term interest costs, depending on market conditions and interest rates at the time of issuance. It will also allow the City to provide funding for current and anticipated water system infrastructure improvements.

ATTACHMENTS:

Description	Type
An Ordinance Providing for the Issuance of not to Exceed \$36,800,000 General Obligation Bonds of the City of Decatur, Macon County, Illinois, to Refund Certain Outstanding Bonds and to Finance Water System Infrastructure Improvements, Authorizing the Sale	Ordinance

EXTRACT OF MINUTES of the regular public meeting of the Council of the City of Decatur, Macon County, Illinois, held in the Council Chamber, located on the third floor of the Decatur Civic Center, One Gary K. Anderson Plaza, in said City, at 5:30 p.m., on Monday, the 15th day of April, 2024.

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

The following Council Members were allowed by a majority of the members of the Council in accordance with and to the extent allowed by rules adopted by the Council to attend the meeting by video or audio conference: _____

No Council Member was not permitted to attend the meeting by video or audio conference.

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

At ____ p.m., the Mayor announced that (i) the next item for consideration was the issuance of not to exceed \$36,800,000 general obligation bonds to be issued by the City pursuant to its home rule powers for the purposes of financing one or both of the following: (a) the refunding of general obligation bonds issued by the City in 2014 and 2015 for debt service savings and (b) the financing of water system infrastructure improvements, and (ii) the City Council would consider the adoption of an ordinance providing for the issue and sale of such bonds and providing for the

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

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

AN ORDINANCE providing for the issuance of not to exceed \$36,800,000 General Obligation Bonds of the City of Decatur, Macon County, Illinois, to refund certain outstanding bonds and to finance water system infrastructure improvements, authorizing the sale of said bonds to the purchaser thereof, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

(the “Bond Ordinance”).

Council Member _____ moved and Council Member _____ seconded the motion that the Bond Ordinance as presented be adopted.

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

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

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

and the following Council Members voted NAY: _____

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

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

City Clerk

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$36,800,000 General Obligation Bonds of the City of Decatur, Macon County, Illinois, to refund certain outstanding bonds and to finance water system infrastructure improvements, authorizing the sale of said bonds to the purchaser thereof, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

Adopted by the Council on the
15th day of April, 2024.

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ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed \$36,800,000 General Obligation Bonds of the City of Decatur, Macon County, Illinois, to refund certain outstanding bonds and to finance water system infrastructure improvements, authorizing the sale of said bonds to the purchaser thereof, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

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

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

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

ORDINANCE NO. 82-22

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

(the “*Enabling Ordinance*”); and

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

GENERAL OBLIGATION BONDS, SERIES 2014 (the “*2014 Bonds*”)

Original Principal Amount: \$24,055,000

Dated: April 8, 2014

Due March 1 as follows:

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2025	1,185,000	5.000
2026	1,245,000	5.000
2027	1,305,000	4.000
2030	4,255,000	4.250
2034	6,645,000	5.000

which 2014 Bonds may be called for redemption on any date at the redemption price of par plus accrued interest; and

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

GENERAL OBLIGATION BONDS, SERIES 2015 (the “*2015 Bonds*”)

Original Principal Amount: \$23,305,000

Dated: September 3, 2015

Due March 1 as follows:

<u>YEAR</u>	<u>AMOUNT (\$)</u>	<u>RATE (%)</u>
2025	1,070,000	5.000
2026	1,125,000	5.000
2027	1,185,000	5.000
2028	1,245,000	5.000
2029	1,305,000	5.000
2030	1,375,000	5.000
2031	210,000	4.000
2031	1,235,000	5.000
2032	1,510,000	4.000
2033	1,570,000	4.000
2034	1,635,000	4.000
2035	1,700,000	4.125

which 2015 Bonds may be called for redemption on September 1, 2024, at the redemption price of par plus accrued interest; and

WHEREAS all or a portion of the 2014 Bonds and 2015 Bonds (collectively, the “*Prior Bonds*”) bear interest at higher rates than those currently available in the bond markets and may be refunded for net debt service savings; and

WHEREAS pursuant to the hereinafter-defined Act, the City is authorized to issue general obligation bonds to accomplish the refunding of all or a selected portion of the Prior Bonds (the “*Refunding*”) and it is necessary and desirable to provide for the issuance of not to exceed \$31,500,000 principal amount general obligation bonds for such purpose; and

WHEREAS the Council has determined that it is necessary and desirable to borrow not to exceed \$31,500,000 at this time pursuant to the Act to provide for the Refunding and, in evidence of such borrowing, issue its full faith and credit bonds in the principal amount of not to exceed \$31,500,000 (the “*Refunding Bonds*”); and

WHEREAS the Council has further determined that it is necessary and desirable to finance certain water system infrastructure improvements, including replacing essential chemical feed

equipment at the South Water Treatment Plant and replacing equipment at, and upgrading, the City's bulk water dispenser (the "*Project*"); and

WHEREAS the estimated cost of the Project is not less than \$5,300,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS pursuant to the hereinafter defined Act, the City is authorized to issue its general obligation bonds in an amount not to exceed \$5,300,000 to pay the costs of the Project (the "*Project Bonds*"); and

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

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

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

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

City

Council

Enabling Ordinance

Prior Bonds

Project

Project Bonds

Refunding

Refunding Bonds

2014 Bonds

2015 Bonds

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

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

“Bond” or *“Bonds”* means one or more, as applicable, of the not to exceed \$36,800,000 General Obligation Bonds, Series 2024, authorized to be issued by this Ordinance.

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

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

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

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

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

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

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

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

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

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

“Mayor” means the Mayor of the City.

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

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

“Purchaser” means (a) in a negotiated underwriting, Robert W. Baird & Co. Incorporated (*“Baird”*), or (b) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a “governmental unit” as defined in the Local Government Debt Reform Act of the State of Illinois, as amended, or (iii) an “accredited investor” as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however*, that the Purchaser as set forth in (b) shall be selected only upon receipt by the City of the recommendation of Speer Financial, Inc., Chicago, Illinois (*“Speer”*), the municipal advisor to the City that the sale of the Bonds on a negotiated or private placement basis to the Purchaser is in the best interests of the City because of (i) the pricing of the Bonds by the Purchaser, (ii) then current market conditions or (iii) the timing of the sale of the Bonds, and *further provided*, that the

Purchaser as set forth in (b) may be selected through the utilization of Baird, as placement agent, if, after consultation with Speer, the use of such placement agent is determined by the Designated Officials to be in the best interests of the City, as set forth in the applicable Bond Notification. In the event that a Purchaser of a series of Bonds is selected through the utilization of Baird as placement agent, the execution of a standard form of placement agent agreement between the City and Baird is hereby approved and authorized.

“Refunded Bonds” means those Prior Bonds actually selected to be refunded pursuant to the Escrow Agreement or the deposit with the Prior Paying Agent.

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

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

“Treasurer” means the Treasurer of the City.

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

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

Section 4. Bond Details. For the purpose of providing for such costs, there shall be issued and sold the Bonds, in one or more series and comprised of Refunding Bonds and/or Project Bonds as may be specified in the Bond Notification or Bond Notifications, in the aggregate principal amount of not to exceed \$36,800,000. The Bonds shall each be designated “*General Obligation Bond, Series 2024*” or such other name or names or series designation as may be appropriate and as stated in the Bond Notification. The Bonds, if issued, shall be dated such date (not prior to April 15, 2024, and not later than October 31, 2024) (the “*Dated Date*”) as set forth in the Bond Notification, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof, unless otherwise provided in the Bond Notification (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter described) as shall be set forth in the Bond Notification, and in such principal amounts as shall be set forth therein; *provided, however*, that the final maturity shall be due on or before March 1, 2035, and any annual installment of principal or sinking fund payment shall not exceed \$4,250,000. Each Bond shall bear interest, at a rate not to exceed 5.50% per annum, from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on March 1 and September 1 of each year, commencing on September 1, 2024, or as provided in the Bond Notification.

Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable record date (the “*Record Date*”),

and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such Registered Owner. The Record Date shall be the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days next preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of a month. The principal of or redemption price due on the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Paying Agent, or at successor Paying Agent and locality.

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

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

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

In the event that (i) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the

City, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the City determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC and DTC Participants of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At the time, the City may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a global book-entry system, as may be acceptable to the City, or such depository's agent or designee, and if the City does not select such alternate global book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 10 hereof.

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

Section 6. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any

purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

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

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

The City covenants that it will redeem Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds. Proper provision for mandatory redemption having been made,

the City covenants that the Term Bonds so selected for redemption shall be payable as at maturity, and taxes shall be levied and collected as provided herein accordingly.

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

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

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

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

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

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

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the City shall have been received by the Paying Agent prior to the giving of such notice

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

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

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

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

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

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

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of

notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

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

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

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

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

[FORM OF BOND - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
THE COUNTY OF MACON
CITY OF DECATUR
GENERAL OBLIGATION BOND, SERIES 2024**

See Reverse Side for
Additional Provisions.

Interest Maturity Dated
Rate: ____% Date: March 1, 20____ Date: _____, 2024 CUSIP: 243127 ____

Registered Owner:

Principal Amount: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Decatur, Macon County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on March 1 and September 1 of each year, commencing September 1, 2024, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of _____, in the City of _____, _____, as paying agent (the “Paying Agent”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by

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

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

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

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

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

Mayor, City of Decatur
Macon County, Illinois

ATTEST:

City Clerk, City of Decatur
Macon County, Illinois

[SEAL]

Date of Authentication: _____, 2024

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:

_____, _____

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds, Series 2024, having a Dated Date of _____, 2024, of the City of Decatur, Macon County, Illinois.

_____,
as Bond Registrar

By _____
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

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

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

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

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

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

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

ASSIGNMENT

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

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

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

Dated: _____

Signature guaranteed: _____

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

Section 12. Tax Levy. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, *there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding (namely, 2024 through 2033), a direct annual tax sufficient for that purpose in a yearly amount not to exceed \$4,292,775 (the “Pledged Taxes”). Such levy shall be fully set forth in the Bond Notification; and if there shall be more than one series of the Bonds, the levy for each such series shall be set forth in the Bond Notification therefor.*

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

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

Whenever other funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes levied for the payment of same, the Council shall, by proper proceedings, direct the deposit of such funds into the Bond Fund and further shall direct the abatement of the taxes by the amount so deposited.

A certified copy or other notification of any such proceedings abating Pledged Taxes shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 13. Filing with County Clerk. Promptly, as soon as this Ordinance becomes effective, a copy hereof, certified by the City Clerk, shall be filed with the County Clerk; and the County Clerk shall in and for each of the years 2024 to 2033, inclusive, ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied as set forth in each of said years; and the County Clerk shall (to the extent said tax has not been abated as provided herein) extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 14. Sale of Bonds; Bond Notification; Bond Series. The Designated Officials are hereby authorized to proceed, without any further authorization or direction whatsoever from the Council, to sell and deliver the Bonds upon the terms as prescribed in this Section, pursuant to one or more Bond Notifications. Each series of Bonds shall be sold and delivered to the Purchaser at the price of not less than 96.0% of the principal amount thereof (exclusive of original issue discount, if any), plus accrued interest, if any, to the date of delivery. Such purchase price for the Bonds shall be set forth in the Bond Notification and shall include an allocation between Refunding Bonds and Project Bonds, if any. The sale of the Bonds shall be made upon the advice (in the form of a written certificate or report) of Speer that the terms of such Bonds are fair and reasonable in view of current conditions in the bond markets. As additional limitations on the sale of such Bonds, the Designated Officials shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate

received upon the sale of such Bonds does not exceed the maximum rate otherwise authorized by applicable law and that the Refunding will provide net present value debt service savings to the City in an amount not less than (i) 2.50% of the par amount of the 2014 Bonds refunded by the Refunding Bonds and (ii) 2.50% of the par amount of the 2015 Bonds being refunded by the Refunding Bonds. The Designated Officials may choose all or any lesser portion of the Prior Bonds to be refunded, in such manner as will provide such savings. Nothing in this Section shall require the Designated Officials to sell any of the Bonds if in their judgment the conditions in the bond markets shall have deteriorated from the time of adoption of this Ordinance or the sale of all or any portion of the Bonds shall for some other reason not be deemed advisable, but the Designated Officials shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance and the conditions of this Section shall have been met. As a further exercise of this authority, the Designated Officials may sell the Bonds in more than one series; and, in such event, shall be authorized to change the name of the Bonds for each such series so that such series may properly be identified separately. Further, in such event, the provisions for registration, redemption and exchange of Bonds shall be read as applying to Bonds only of each series, respectively, and not as between series. Upon the sale of the Bonds or any series of the Bonds, the Designated Officials and any other officers of the City as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the Bond Notification, Preliminary Official Statement, Official Statement, Bond Purchase Contract (as hereinafter defined), and closing documents. The Designated Officials must find and determine in the Bond Notification that no person holding any office of the City either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in said Bond Purchase Contract with the Purchaser for the

purchase of the Bonds. The distribution of the Preliminary Official Statement relating to the Bonds is hereby in all respects authorized and approved, and the proposed use by the Purchaser of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is hereby approved. One or both of the Designated Officials shall execute a bond purchase contract for the sale of the Bonds to the Purchaser (the “*Bond Purchase Contract*”) in the form approved by the corporation counsel of the City. Upon the sale of the Bonds, the Designated Officials shall prepare the Bond Notification, which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the City and made available to all Council members at the next public meeting thereof. The Designated Officials shall also file with the County Clerk the Bond Notification. The authority granted in this Ordinance to the Designated Officials to sell Bonds as provided herein shall expire on October 15, 2024.

Section 15. Creation of Funds and Appropriations.

A. There is hereby created the “*General Obligation Bonds, Series 2024, Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, received upon delivery of the Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

B. The Pledged Taxes shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Pledged Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Council, transferred to such other fund as may be determined. The City

hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the Pledged Taxes for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Council to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the City, as described in the preceding sentence.

C. The sale proceeds of the Project Bonds shall be used to provide for the payment of costs of the Project and costs of issuance of the Project Bonds and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into a separate and segregated account of the City, hereby created, and to be known as the “*Series 2024 Bond Project Fund*” (the “*Project Fund*”). Monies on deposit in and to the credit of the Project Fund shall be disbursed from time to time as needed by the Treasurer, without further official action or direction of the Council, in accordance with normal City procedures for disbursements of corporate funds for capital projects. Upon the completion of the Project, as certified to the Treasurer by the architect or engineer in responsible charge of the Project, remaining funds, if any, on deposit in and to the credit of the Project Fund shall be transferred by the Treasurer, without further official action of or direction by the Council, to the Bond Fund. Monies on deposit in and to the credit of Project Fund may be invested by the Treasurer in any investments for City funds as may be from time to time authorized under Illinois law, without further official action of or direction by the Council.

D. The sale proceeds of the Refunding Bonds as is necessary, together with such money in the debt service fund for the Prior Bonds as may be advisable (or required under Section 19 hereof) for the purpose, shall be used to provide for the Refunding and the payment of costs of issuance of the Refunding Bonds and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited either (a) U.S. Bank Trust Company, Indianapolis, Indiana, with the paying agent for the Prior Bonds (the “*Prior Paying Agent*”), or (b) in escrow with the Escrow Agent pursuant to the provisions of one or more Escrow Agreements, each substantially in the

form attached hereto as *Exhibit A* to this Ordinance, made a part hereof by this reference, and hereby approved; the officers appearing signatory to each such Escrow Agreement are hereby authorized and directed to execute same, their execution to constitute conclusive proof of action in accordance with this Ordinance, and approval of all completions or revisions necessary or appropriate to effect the Refunding. The City expressly authorizes the use of the Government Securities as set forth in such Escrow Account as set forth in the Escrow Agreement.

At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the City from the proceeds of the Bonds.

Section 16. General Arbitrage Covenants. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the “IRS”) of the exemption from federal income taxation of interest on the Bonds, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

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

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

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

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

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

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

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

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

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

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

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

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

All proceeds received or to be received from any such taxes, including the proceeds received or to be received from the taxes levied for the year 2023 for such purpose, shall be used to pay the principal of and interest on the Refunded Bonds and to the extent that such proceeds are not needed for such purpose because of the deposit of funds with the Prior Paying Agent or the establishment of the Escrow Account under the Escrow Agreement, the same shall be deposited

into the Bond Fund and used to pay principal and interest on the Bonds in accordance with all of the provisions of this Ordinance.

Section 20. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Paying Agent to pay all principal and interest due thereon, or (c) for which sufficient U.S. funds and direct U.S. Treasury obligations have been deposited with the Paying Agent or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Bond Moneys or Pledged Taxes hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the Tax-Exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not.

Section 21. Continuing Disclosure Undertaking. If required by a Purchaser, the Mayor or the Treasurer is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”) in substantially the same form as now before the Council, or with such changes therein as the individual executing the Continuing Disclosure Undertaking on behalf of the City shall approve, the official’s execution thereof to constitute conclusive evidence of the approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may

be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

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

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

Section 24. Municipal Bond Insurance. Prior to the sale of any series of Bonds, each of the Designated Officials is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure such Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on such Bonds treating the fee paid as interest on such Bonds) is less than the present value of the interest reasonably expected to be saved on such Bonds over the term of such Bonds as a result of the Municipal Bond Insurance Policy. In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (the “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding

presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by the Council on advice of counsel, their approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: April 15, 2024

APPROVED: April 15, 2024

Mayor, City of Decatur
Macon County, Illinois

Recorded in City Records: April 15, 2024.

ATTEST:

City Clerk, City of Decatur
Macon County, Illinois

EXHIBIT A

FORM OF ESCROW LETTER AGREEMENT

_____, 2024

Re: City of Decatur, Macon County, Illinois
 \$_____ General Obligation Bonds, Series 2024

Ladies and Gentlemen:

The City of Decatur, Macon County, Illinois (the “City”), by an ordinance adopted by the Council of the City on the 15th day of April, 2024 (as supplemented by a notification of sale of bonds dated _____, 2024, the “*Bond Ordinance*”), has authorized the issue and delivery of \$_____ General Obligation Bonds, Series 2024, dated _____, 2024 (the “*Bonds*”). The City has authorized by the Bond Ordinance that proceeds of the Bonds be used to pay and redeem on _____, 2024, \$_____ of the City’s outstanding and unpaid [General Obligation Bonds, Series 20____] (the “*Prior Bonds*”), maturing on March 1 of the years 20__ to 20__, inclusive (the “*Refunded Bonds*”).

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

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

2. [You shall hold the Deposit in the Trust Account in cash for the sole and exclusive benefit of the holders of the Refunded Bonds until redemption of the Refunded Bonds on _____, 2024 is made.] [You shall hold the Government Securities and any interest income or profit derived therefrom and any uninvested cash in the Trust Account

for the sole and exclusive benefit of the holders of the Refunded Bonds until redemption of the Refunded Bonds on _____, 2024 is made].

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

4. The City has called the Refunded Bonds for redemption and payment prior to maturity on _____, 2024. You are hereby directed to provide for and give or cause the Prior Paying Agent (as hereinafter defined) to give timely notice of the call for redemption of the Refunded Bonds. The form and time of the giving of such notice regarding the Refunded Bonds shall be as specified in the ordinance authorizing the issuance of the Refunded Bonds. The City agrees to reimburse you for any actual out-of-pocket expenses incurred in the giving of such notice, but the failure of the City to make such payment shall not in any respect whatsoever relieve you from carrying out any of the duties, terms or provisions of this Agreement.

5. In addition, you are hereby directed to give or cause the Prior Paying Agent to give notice of the call of the Refunded Bonds, on or before the date the notice of such redemption is given to the holders of the Refunded Bonds, to the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Information with respect to procedures for submitting notice can be found at <https://msrb.org>.

6. You shall remit the sum of \$_____ to U.S. Bank Trust Company, Indianapolis, Indiana, paying agent for the Refunded Bonds (the “*Prior Paying Agent*”), on _____, 2024, such sum being sufficient to pay the principal of and interest on the Refunded Bonds on such date, and such remittance shall fully release and discharge you from any further duty or obligation thereto under this Agreement.

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

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

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

Very truly yours,

CITY OF DECATUR,
MACON COUNTY, ILLINOIS

By _____
Mayor

By _____
City Clerk

[SEAL]

Accepted this ____ day of _____, 2024.

_____, _____

By _____
Its _____

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

CERTIFICATION OF MINUTES AND ORDINANCE

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

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Council held on the 15th day of April, 2024, insofar as the same relates to the adoption of an ordinance, numbered _____ entitled:

AN ORDINANCE providing for the issuance of not to exceed \$36,800,000 General Obligation Bonds of the City of Decatur, Macon County, Illinois, to refund certain outstanding bonds and to finance water system infrastructure improvements, authorizing the sale of said bonds to the purchaser thereof, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

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

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

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this
15th day of April, 2024.

City Clerk

[SEAL]

[Attach Exhibit A]

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Macon, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 2024, there was filed in my office a properly certified copy of Ordinance Number _____ passed by the Council of the City of Decatur, Macon County, Illinois, on the 15th day of April, 2024 and entitled:

AN ORDINANCE providing for the issuance of not to exceed \$36,800,000 General Obligation Bonds of the City of Decatur, Macon County, Illinois, to refund certain outstanding bonds and to finance water system infrastructure improvements, authorizing the sale of said bonds to the purchaser thereof, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

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

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Macon, Illinois, this ____ day of _____, 2024.

County Clerk of The County of
Macon, Illinois

[SEAL]

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution Authorizing an Agreement to Transfer Property to the Staley Museum	Resolution Letter
Staley Replat of College Square	Backup Material

April 11, 2024

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Transfer of City-Owned Land to the Staley Museum

Last year the city designated the block around the Staley Museum (junction of West North and North College) as “Staley Square.” The city also officially designated Basin 3 as “Staley Basin,” and took other steps during and after the 2023 Lake Fest to highlight the historic contributions of A.E. Staley to the development and growth of Decatur. As a part of these deliberations, the city also agreed to transfer a parcel of land to the Staley Museum so they can develop it into a parking lot to better serve public access to, and public programs at, the Staley Museum.

Finalizing this transfer has taken more time because the parcel being given to the Staley Museum is part of a larger parcel the city acquired when an old nursing home on the site was demolished. The city first had to make arrangements for a re-plat and re-survey, and a portion of the parcel had to be rezoned. These steps have now been completed. Attached is a map of the re-plat which highlights the parcel to be transferred to the Staley Museum (Lot 2).

The proposed agreement authorizes the transfer of the parcel for no charge, and requires that the Staley Museum make arrangements to construct a new parking lot on it in accordance with city code requirements before the end of 2026. After this real estate transaction is completed, the city will only own Lot 1.

At the time of packet distribution, the plat had not yet been filed with the Recorder’s Office. This last step is anticipated prior to the City Council meeting.

RESOLUTION NO. 2024_____

**RESOLUTION AUTHORIZING AN AGREEMENT
TO TRANSFER PROPERTY TO THE STALEY MUSEUM**

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

Section 1. That the City shall transfer the property known as Lot 2 of the Staley Replat of College Square per the Real Estate Purchase Agreement attached as Exhibit A.

Section 2. That the City Manager be, and he is hereby, authorized and directed to execute on behalf of the City, an agreement with The Staley Museum to transfer property.

PRESENTED and ADOPTED this 15th day of April, 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Decatur, Illinois, an Illinois municipal corporation ("City") and the Henry M. Staley Declaration of Charitable Trust, An Illinois Charitable Trust more commonly known as the Staley Family Foundation ("Buyer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

RECITALS

- A. The City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.
- B. The City is a home rule unit under Article VII Section 6(a) of the Illinois Constitution [IL Const. 1970, Art. VII, Sec. 6(a)].
- C. The City owns real estate ("Property") that is undeveloped and in close proximity to real estate owned by Buyer and commonly known as the Staley Museum.
- D. The City Code of the City of Decatur provides in Chapter 33 that the City may dispose of real estate property as the council authorizes or approves.
- E. The City desires to transfer to Buyer the Property set forth in this Agreement.
- F. The Buyer desires to purchase from the City the Property set forth in this Agreement for use as a parking lot for or other authorized and allowable use accessory to the use of the Staley Museum.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.
- 2. The City agrees to sell, and Buyer agrees to purchase at the price of Ten Dollars (\$10.00) the Property situated in Decatur, Macon County, Illinois and legally described as follows:

LOT 2 OF THE STALEY REPLAT OF COLLEGE SQUARE, AS PER PLAT RECORDED IN BOOK ____, PAGE ____ OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY ILLINOIS.

- 3. If desired by Buyer, Buyer shall obtain a commitment for an owner's title insurance policy insuring against defects in the merchantability of title up to the value of the

purchase price set forth above. Title may be subject to coal and mineral rights if now reserved or conveyed of record and to all easements and building and use restrictions now of record which do not restrict reasonable use. Buyer shall promptly advise City of any claimed defects in title evidence to permit resolution before Settlement. Buyer shall pay all the title fees. Buyer and City shall furnish immediately upon request all information legally required for financing or transfer of title.

4. Buyer shall pay City the purchase price at the time of closing. The closing fees for Settlement shall be paid by Buyer.
5. At Settlement, City shall deliver to Buyer a quitclaim deed to the Property being acquired with a deed restriction as set forth below in Section 11, and subject only to those matters to which the title may be subject as provided above and conveying the benefits of all easements of record prior to the execution of this Agreement, if any. Buyer agrees to pay for the transfer tax stamps, if any applicable, and real estate transfer declaration form and any environmental disclosure requirement documents. Buyer agrees to pay for the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership.
6. Buyer shall be responsible for all Real Estate Taxes accruing subsequent to Settlement date.
7. Buyer shall be entitled to possession of the Property immediately after Settlement.
8. City agrees to zone the Property to a classification that will allow Buyer's use of Property as a parking lot.
9. As an express condition of this Agreement, Buyer must construct a landscaped parking lot on Property no later than December 31, 2026, or such date as the Parties mutually agree to in writing. Such improvements shall be in accordance with all applicable federal, state, and city laws, ordinances, codes and regulations.
10. If Buyer fails to construct a landscaped parking lot on Property as agreed to and set forth in Section 9 above, Buyer shall return and transfer to the City the Property acquired under the terms of this Agreement within seven (7) days of demand by the City.
11. The Parties agrees that the Property shall be transferred with the following deed restriction which shall be recorded:

“Grantor conveys the Property to Grantee, for the uses and purposes herein, so long as the Property is used in the manner provided in the following

RESTRICTIONS:

1. Grantee, and its successors and assigns, (“Grantee”) understands, acknowledges, agrees, and accepts the Property **is subject to a deed restriction which requires that Grantee construct a landscaped parking lot on Property no later than December 31, 2026, or such date as the parties mutually agree to in writing. Such improvements shall be in accordance with all applicable federal, state, and city laws, ordinances, codes and regulations.** If Grantee fails to abide by the conditions and restrictions in this deed, Grantor retains a possibility of reverter.”
12. Notice given or required in this Agreement, or any addendum must be given in writing in one of the following forms:
 - i. Personally.
 - ii. By certified mail, return receipt requested, properly addressed and all charges prepaid; or,
 - iii. By express delivery with charges prepaid and addressed to the appropriate party at the address set forth below.

All notices shall be deemed to have been received on the date of personal service or on the 3rd day following date postmarked. Notice must be served upon or addressed to any one of the City’s or any one of the Buyers personally unless specified otherwise. Notice by any other means is not valid.

City:

City of Decatur
City Clerk
One Gary K. Anderson Plaza
Decatur, IL 62523

Buyer:

Staley Family Foundation
Mark Staley

13. City and Buyer represent to each other that each has retained and relied or had the opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. City and Buyer represent to each other that any such professional fees and expenses incurred, in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.
14. Where “now” or “this date” is used, the latest date of signing is intended. Time is of the essence in the performance of this agreement. All agreements and warranties of this

agreement, unless fully performed, survive the execution and delivery of the deed. The date of this agreement is the latest date of signing.

15. The parties agree that any signed and electronically transmitted copy of this Agreement by the party shall be binding on the parties and enforceable as original, such as (email, pdf, facsimile, etc.).
16. Buyer is advised to review all easements, government regulations and restrictions before entering into this Agreement and to seek legal advice if assistance is required.
17. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter there being NO ORAL REPRESENTATIONS. Buyer represents that Buyer has been advised by City to consult an attorney prior to signing this Agreement and acknowledges that it has read and understands each and every part of this Agreement.
18. The warranties and agreements contained herein shall extend to and be obligated upon the heirs, executors, administrators, successors, and assigns of the parties hereto.
19. Buyer acknowledges Buyer has inspected the property and is acquainted with the Condition thereof. Buyer accepts the same in AS IS WHERE IS CONTITION, with NO REPRESENTATIONS OR WARRANTIES EITHER WRITTEN OR IMPLIED. BUYER WARRANTS THAT BUYER IS PURCHASING THE PROPERTY ON AN AS IS, WHERE IS BASIS AND ACKNOWLEDGES THAT NEITHER SELLER NOR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS MADE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN WHETHER OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OF IMPROVEMENTS, ENVIRONMENTAL CONDITION OR OTHERWISE, AND ANY SUCH WARRANTIES ARE HEREBY DISCLAIMED BY CITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER CITY, NOR ANY OF ITS AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS MAKES ANY REPRESENTATION OR WARRANTIES RELATING TO, OR ASSUMES ANY LIABILITY FOR INACCURACIES, ERRORS OR OMISSIONS CONTAINED IN ANY MATERIAL PROVIDED TO PURCHASER.
20. By executing this Agreement, Buyer expressly represents and agrees that Buyer is not relying upon any representation, warranty or statement by Seller, its employees, agents, officers, or directors which differs from the disclosures made in this Agreement. Buyer acknowledges that Buyer is not buying any interest in a business or operating entity of any kind by and through this Agreement. Buyer acknowledges that Buyer has not relied upon any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by City or others, including, but not limited to, any relating to the description of the physical condition of the Property, or the dimensions of the

Property or any other physical element thereof, the estimated real estate taxes of the Property, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Buyer, or any other data, except as may be specifically represented herein. Buyer has relied on Buyer's own examination and investigation thereof. No person has been authorized to make any representation or warranty on behalf of City.

CITY:

CITY OF DECATUR, ILLINOIS

BY: _____

DATE: _____

PRINT NAME _____

TITLE: _____

BUYER:

STALEY FAMILY FOUNDATION

BY: _____

DATE: _____

PRINT NAME _____

TITLE: _____

(City of Decatur)
Project No. 0053-24
P.C.S. File No. 24

Survey Solutions, LLC

111 EAST ASHLAND AVENUE
MT. ZION, IL 62549 217-521-0616
• ALTA Surveys • Boundary Surveys
• Construction Staking • Subdivisions
Illinois Professional Design Firm # 19402094

STALEY REPLAT OF COLLEGE SQUARE

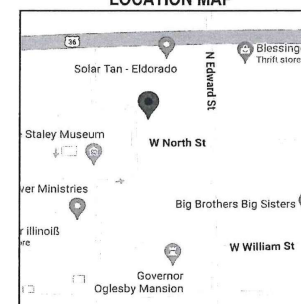
(A REPLAT OF THE FOLLOWING)

Beginning at the Southwest corner of Lot 5 in Block 1 of the Western Addition to the City of Decatur, as per Plat recorded in Book "H", Page 103 of the Records in the Recorder's Office of Macon County, Illinois; thence East 140 feet; thence North 254.5 feet; thence West 140 feet; thence South 254.5 feet to the Place of Beginning. Also the East 12 feet of Lot 2 in Block 1 of the Western Addition lying South of the Westerly extension of the South line of Lot 5 of Browns Resurvey as per Plat recorded in Book 149, page 439 of the Records in the Recorder's Office of Macon County, Illinois; situated in the County of Macon and State of Illinois.

AND
The North 20 feet of Lot One (1) and all of Lot Two (2) of Armstrongs Addition to Decatur, Illinois, as per Plat recorded in Book 335, page 50 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

AND
Lot 3 of Armstrongs Addition to Decatur, Illinois, as per Plat recorded in Book 335, page 50 of the records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

LOCATION MAP



DRAINAGE CERTIFICATE

WE, THE UNDERSIGNED, RESPECTIVELY A REGISTERED PROFESSIONAL ENGINEER AND THE OWNER OR OWNERS OF THE LAND SUBDIVIDED, OR THE DULY AUTHORIZED ATTORNEY OF SUCH OWNER OR OWNERS, STATE THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE IS CHANGED, REASONABLE PROVISION HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER OR SUBDIVIDERS HAVE A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION.

Steven M. Baumann
STEVEN M. BAUMANN
REG. PROF. ENGINEER NO. 062-053723

04/01/24
DATE

Sharon Burgess
OWNER: CITY OF DECATUR

4/4/2024
DATE

OWNER: SHARON BURGESS

DATE

Andrew Miller
OWNER: ANDREW MILLER

04/05/24
DATE

Surveyor's Certificate

I, Robert M. Cox, Illinois Professional Land Surveyor Number 3779, do hereby certify to the best of my knowledge and belief that this plat correctly represents the results of a survey performed by me in the months of Jan. - April 2024, in accordance with state statutes governing survey work in the State of Illinois.

April 1, 2024

Robert M. Cox
Professional Land Surveyor No. 3779
License Expires November 30, 2024

GENERAL NOTES

1. ALL LOT CORNERS ARE MARKED WITH IRON PINS UNLESS OTHERWISE NOTED.
2. ALL EASEMENTS ARE FOR DRAINAGE AND PUBLIC UTILITIES UNLESS OTHERWISE DESIGNATED.
3. NO PART OF THE PROPERTY COVERED BY THIS PLAT OR SUBDIVISION IS SITUATED WITHIN 500 FEET OF A SURFACE DRAIN OR WATERCOURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.
4. ALL OF THIS SUBDIVISION IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF DECATUR, IL.
5. ALL DIMENSIONS ON CURVES ARE CHORD DIMENSIONS.
6. PROPERTY IS ZONED R-4-MULTIPLE DWELLING DISTRICT BUILDING SETBACKS ARE NOTED BELOW:
FRONT YARD - 25 FEET - MINIMUM LOT WIDTH - 80 FEET
MINIMUM LOT SIZE - 6,000 SQUARE FEET - SIDE YARD 10 FEET AGO.
7. THERE ARE NO PROPOSED DRAINAGE DRAINAGE STRUCTURES FOR THIS PROJECT. ALL EXISTING AND ANY FUTURE DRAINAGE RELATED STRUCTURES SHALL BE IN CONFORMANCE WITH THE CODE OF THE CITY OF DECATUR.
8. THERE ARE NO PROPOSED GRADING PLANS FOR THIS PROJECT.
9. THE SURVEYOR AND ENGINEER ASSUME NO LIABILITY FOR THE EXISTING CONDITIONS OF THE PROPERTY AND THE SUITABILITY FOR ITS USE.
10. LOTS 3 AND 4 HAVE NO STREET ACCESS AND ARE TO BE CONVEYED TO ADJOINING LAND OWNERS.

ADDRESS

(CURRENT)
438 WEST NORTH STREET
DECATUR, ILLINOIS 62522
425 NORTH EDWARD STREET
DECATUR, ILLINOIS 62522
443 NORTH EDWARD STREET
DECATUR, ILLINOIS 62522

Permanent Tax Identification Numbers
04-12-15-205-011
04-12-15-205-012
04-12-15-205-013

Survey Notes:
1.) The field and office procedures were performed by me, or under my direct supervision in the months of Jan. - April 2024.
2.) No investigation was made concerning environmental or subsurface conditions or the existence of underground utilities in the course of this survey.
3.) No investigation was made concerning the compliance or non-compliance with the local zoning ordinances in effect, if any, in the course of this survey.
4.) The boundary of this property was determined by the physical location of existing monumentation in Western Addition to the City of Decatur, Illinois.
5.) This professional service conforms with the current Illinois Minimum Standards of Practice applicable to boundary surveys.

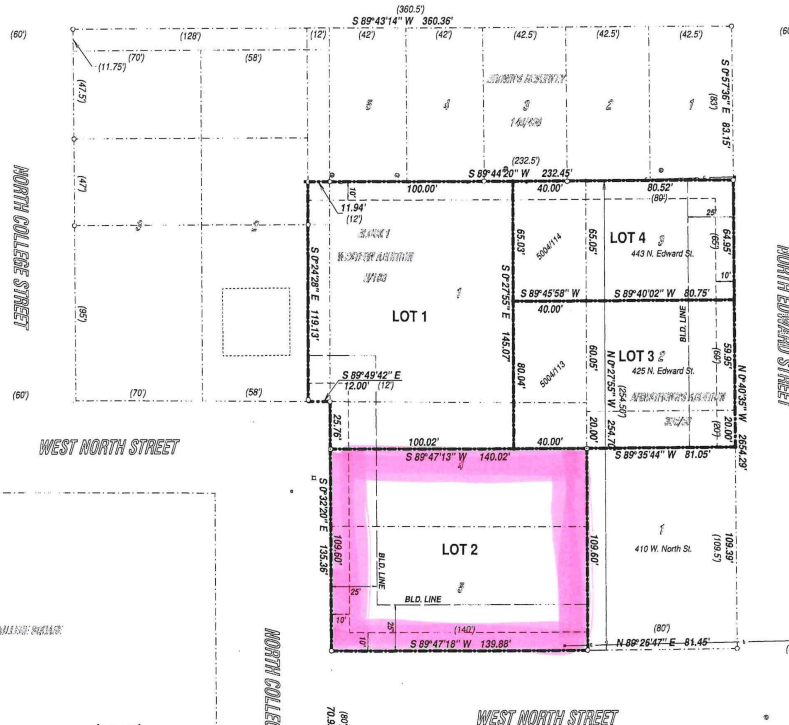
Flood Hazard Statement
No portion of this property lies within a Special Flood Hazard Area. According to the FEMA Flood Insurance Rate Map Panel Number 17115C0305E with an effective date of June 7, 2017.

CITY OF DECATUR

Steven M. Baumann
APPROVED BY: DIRECTOR, PUBLIC WORKS DEPARTMENT
DATE: 4-3-24

Robert M. Cox
APPROVED BY: DIRECTOR, ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT
DATE: 4/4/2024

WEST ELDORADO STREET (R.O.W. VARIES)



Legend

Scale: 1" = 40'
○ = Iron Pin or Pin
From Prev. Surveys
● = 5/8" Iron Pin Set
This Survey
Use: Conc. Mon. Set This Survey
(100.00') = Record Dimension
100.00' = Measured Dimension
--- = Easement Line
--- = Building Line



Bearings are based on the Illinois State Plane Coordinate System - (East Zone)

SUBJECT: Resolution Authorizing the Execution of an Agreement with Ezell Excavating Inc. for the Demolition of 1222 E. Grand (Former Durfee School) and 1500 E. Condit (Former Coppenbarger School)

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Bid Summary	Exhibit
Exhibit	Exhibit
Backup Material - Photos	Backup Material

April 11, 2024

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: **Removal of Old School Buildings:** Resolution Authorizing the Execution of an Agreement with Ezell Excavating Inc. for Demolition of Vacant Buildings located at 1222 E. Grand and 1500 E. Condit

The former Durfee Elementary School at Jasper and East Grand, and the former Centennial/Coppenbarger School at East Condit and North Woodford, were both sold many years ago by Decatur Public Schools to private or religious owners who lacked the means, ability and vision to restore or re-purpose them. As a consequence, both buildings have fallen into serious disrepair and are now large public hazards and dangerous nuisances. Utilities have been disconnected at the former Centennial/Coppenbarger School since 2007, and at the former Durfee School since 2020. Both schools contain substantial quantities of asbestos. Both schools have been vandalized and are dangerous. Both structures are visual and actual drags on adjacent neighborhood property values, and serve as a barrier to neighborhood revitalization.

When the city encounters such neglect and poor building stewardship, it pursues all legal and reasonable remedies to compel owner(s) to repair or demolish structures at their cost, so taxpayers do not have to “foot-the-bill” to clear them away from the skyline. The city is legally entitled to insist that private property owners not shift the consequences of their neglect to the public. But too often the city is still left “holding the bag” for clearing away derelict buildings.

As was the case with the former Woodrow Wilson Junior High School, neither Durfee or Centennial/Coppenbarger schools have owners with the assets or other financial means to pay for the repair, rehabilitation or demolition of these buildings. They have been abandoned by their current or former owners. Going forward, a more aggressive program of periodic universal business licensing would put the city in a better position to proactively intervene with private building owners before large structures reach the condition of these schools (for example, the Walrus Manufacturing building, and others). For its part, Decatur Public Schools have recently adopted policies to either take down their own surplus school buildings or make sure they are transferred to parties with the means and ability to fully re-purpose the buildings, by posting bonds to tear them down, if necessary. Even with these measures in place or planned, however, the city needs to deal with the legacy of neglect characterizing these two remaining old Decatur school buildings.

This is a sore subject with a City Council that has already had to deal with other abandoned structures owned by parties without the means or desire to clean-up their messes. I believe the city has made progress in recent years in clearing away dangerous structures, but sadly, we have more to remove if the trajectory of the urban core is to be substantively changed.

To know for certain exactly what it would cost to completely demolish and clear the Durfee and Centennial/Coppenbarger sites, staff had to formally request sealed bids. The two buildings were bid together in hopes of obtaining a combined bid discount, or of at least obtaining more competitive bids based on the fact that mobilization costs will be less if they are demolished at the same time by the same contractor. The proposal from the low bidder is less than the staff's estimate for this project; and the cost per building is well below the amount the city and DPS paid to remove the former Woodrow Wilson Junior High School (\$1.02 million). The low bidder is an out-of-town contractor that the city has not used in the past, and I would like to add another bidder to the mix so that future demolition bid proposals enjoy the maximum degree of competition possible.

However, even the cost proposed by the low bidder substantially exceeds the amount of funds earmarked and available in the FY2024 budget for demolitions. While it is reasonable to think that the city will eventually obtain some portion of its costs to demolish and clear the sites back in the form of subsequent sales of the properties, this will likely take several years, and any real estate recovered for the city would likely be a small percentage of total demolition costs, which are more than \$800,000 per building.

Staff has given careful consideration to future options for funding demolitions in FY2025 and beyond. These options can be discussed at a later time; but to get Durfee and Centennial/Coppenbarger removed in FY2024 will, I believe, require that the City Council authorize the use of its "Special Projects Reserve." I have no other funding sources available at the present time for demolitions of this size and scope, and I think it is important that the council not divert too many resources from already-budgeted demolition funds, so as not to handicap our other demolitions.

It is recommended that the council authorize the demolition of both derelict schools. Removing smaller blighted homes and buildings near the schools without removing the huge and highly visible blight created by the old schools renders the smaller demolitions less effective.

Alternatively, the City Council could elect to take down only one of the derelict schools now, and defer the other; or it could defer action on both structures. But I believe the low bid delineated on the attached bid tab is a very competitive proposal, and we may not see a price this low again, as dump fees and environmental remediation costs have been increasing at rates in excess of already high inflation rates.

The cost to take down both derelict school buildings at the same time is less than the cost of removing only one structure at a time. The cost for awarding the two together, incorporating the combined bid deduct, is \$34,253.70 less than the cost of the bids for the schools if they are torn down separately.

The single school cost to demolish only Durfee is \$827,750.

The single school cost to demolish only Centennial/Coppenbarger is \$884,935.

The two together, demolished under the same contract, with deduct: \$1,678,431.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
EZELL EXCAVATING INC. FOR THE DEMOLITION OF 1222 E. GRAND (FORMER
DURFEE SCHOOL) AND 1500 E. CONDIT (FORMER COPPENBARGER SCHOOL).**

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

Section 1. That the tabulation of bids received for the demolition of the vacant buildings at 1222 E. Grand (Former Durfee School) and 1500 E. Condit (Former Coppenbarger School), Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the combined bid in the amount of \$1,678,431.30 from Ezell Excavating Inc. for demolition of 1222 E. Grand and 1500 E. Condit be hereby accepted, and a purchase order awarded accordingly.

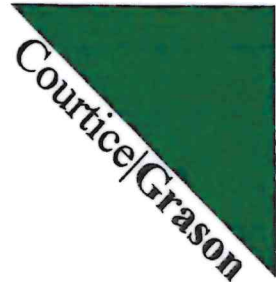
Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Ezell Excavating Inc. for their total bid price of \$1,678,431.30.

PRESENTED and ADOPTED this 15th day of April, 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



February 17, 2024

Michael Snearly
City of Decatur
#1 Gary Anderson Plaza
Decatur, IL 62523

JOB #: CG #3291

SENT VIA EMAIL: msnearly@decaturil.gov

SUBJECT: National Emission Standards for Hazardous Air Pollutants Report

LOCATION: 1222 East Grand Avenue - Former Durfee School Building

Dear Mr. Snearly:

In accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAP), the structure at *1222 East Grand Avenue in Decatur, Illinois* was visited on December 22, 2023. According to the NESHAP, which is administered by the Illinois Environmental Protection Agency (IEPA), a licensed asbestos inspector must complete an asbestos inspection prior to the renovation or demolition of a public or commercial building in Illinois. Renovation or Demolition is defined as the wrecking of load-supported structures or the systematic dismantling, changing, or the altering of any structural frame-work.

The Main Structure consists of the Original Building, a North Classroom Addition, and a West Classroom Addition. The City of Decatur has condemned the building and it will be demolished; it is unsafe because of failed roofing systems, exposures to animal wastes including rodent and bird droppings, and fall hazards exists throughout the building due to wet floors, torn floor coverings, holes in floors, and missing hand and guard rails. The Structural Engineer's Report in Attachment 5 presupposes a heightened risk to human health and safety upon entry into the building. As the Main Structure could not be inspected, all demolition debris is presumed to be asbestos-contaminated waste and demolition is recommended to proceed as outlined in Attachment 1.

The Power House Structure is a non-contiguous building that supplied the Main Structure with steam and heated water. The Power House was accessible and was inspected for friable and non-friable asbestos-containing materials (ACMs). *Based on CG's assessment, a determination was made that no Suspect-ACM was present in the Powerhouse Structure.*

Sincerely,

C. F. Bowman, P.E.

Courtice F. Bowman, P.E.

Illinois Licensed Professional Engineer, License No. 062-054109; Expires 11/30/25

Illinois Department of Public Health Licensed Professional, License No. 100-04103; Expires 05/15/25

Member, American Society of Safety Professionals, Practice Specialty: Engineering, Expiring 10/31/24

attachments

PO Box 71 | 1701 S Hamilton | Sullivan, IL 61951 | 217.728.4860.Phone | 217.728.2697.Fax | CourticeGrason.com
Environmental Contracting and Consulting | Licensed Engineering Design Firm | Illinois CDB Prequalified Company

City of Decatur

Asbestos NESHAP Report

Former Durfee School Building

1222 East Grand Avenue, Decatur, Illinois 62521

ATTACHMENT 1: RECOMMENDED ACTION

<u>Description of ACM</u>	<u>General Location of ACM</u>	<u>Designation</u>
Asbestos-Contaminated Demolition Debris	Original Structure	Presumed
Asbestos-Contaminated Demolition Debris	North Classroom Addition	Presumed
Asbestos-Contaminated Demolition Debris	West Classroom Addition	Presumed

Asbestos Contaminated Demolition Debris in Main Structure (Presumed) - The Main Structure consists of the Original Building, a North Classroom Addition, and a West Classroom Addition. The Powerhouse Building is a standalone, non-contiguous structure, that was inspected and a determination was made that no suspect asbestos-containing material was present. With respect to the Main Structure, the City of Decatur has condemned the building and it will be demolished; it is unsafe because of failed roofing systems, exposures to animal wastes including rodent and bird droppings, and fall hazards exists throughout the building due to wet floors, torn floor coverings, holes in floors, and missing hand and guard rails. The Structural Engineer's Report in Attachment 5 presupposes a heightened risk to human health and safety upon entry into the building. As the Main Structure could not be inspected, all demolition debris is presumed to be asbestos-contaminated waste and demolition must proceed per the recommendations below.

Recommended Action for Demolition

1. Submit the IEPA 14-Calendar Day Notification of Demolition.
2. Attach the City of Decatur Condemnation Letter and the Structural Engineer's Report to Notification.
3. Keep a copy of the Asbestos NESHAP Report on site during demolition.
4. Prepare a Site Safety Plan and a Plan on how to control water runoff and airborne emissions at the site.
5. The above Plan shall be prepared by the Demolition Contractor.
6. An Asbestos Abatement Contractor (AAC) Supervisor shall be present during demolition.
7. The AAC shall determine if a laborer and remediation equipment is needed on site for Response Action Work.
8. An Air Sampling Professional shall perform monitoring to check effectiveness of plan submitted in 4 above.
9. Perform all demolition work under wet methods and keep all debris covered while in transit to landfill.
10. Retain trip tickets, landfill disposal receipts, and manifests showing proper disposal of presume ACM debris.
11. Ensure exposure monitoring is performed on Equipment Operators and the Demolition Contractor's forces.
12. The exposure monitoring in 11 above may be suspended if a Negative Exposure Assessment is cited.
13. At completion of site work take a representative number of clearance soil samples to document site closure.
14. A final report documenting site activities and monitoring shall be prepared and be submitted to the City.
15. Include manifests and regulatory submittals in 14 above so it can be used in case of a FOIA Request.

PROJECT:	Building Inspection 1222 East Grand, Decatur, Macon County, Illinois 62521	PROJECT NO.	418663
		DATE OF INSPECTION:	January 17, 2024
CLIENT:	City of Decatur #1 Gary K Anderson Plaza, Decatur, Illinois 62523	REPORT NO.	418663.01
CC:	Jon Kindseth	PAGE NO.	1 of 2

ITEMS INSPECTED:

SKS was asked to perform an inspection of a building at 1222 East Grand, Decatur, Illinois. The building is identified in the attached aerial photograph.

BACKGROUND INFORMATION:

The building is three stories tall and comprised of masonry walls with floor and stair systems with various types of structural members. Photographs and inspection summaries conducted by the City of Decatur were provided. A copy of some of the photographs are attached for reference. It had been determined the building requires asbestos remediation and a contractor was asked to conduct a walkthrough. After the walkthrough, the contractor was concerned the building may be structurally unsafe in some areas. The purpose of this inspection is to assess the structural condition of the building.

OBSERVATIONS:

The building was examined thoroughly from the exterior at ground level and on the interior in a limited capacity. Access to the building's interior was limited because of the condition of the building and a lack of means to enter the building.

Degradation of the masonry walls was observed consistently around the exterior. Complete mortar degradation, cracking, and a collapsed wall near the boiler room were specifically observed. Major soil loss and undermining of the asphalt surface on the north side of the building has led to failure of the asphalt surface.

Structural damage on the interior was also observed in several areas and seemed to line up with the observations described by the City and contractor during their walkthroughs. Significant damage and



Building Inspection, 1222 East Grand,
Decatur, Illinois

Page 2 of 2
SKS Report No. 418663.01

deterioration was observed. Specifically, observations included collapse of the roof/floor and stairwells in several areas throughout the building.

CONCLUSIONS AND RECOMMENDATIONS:

In our opinion, the building is currently in a poor structural condition and extensive repair efforts are needed to restore the building. These structural repairs are necessary in order to access all areas of the building. The reported presence of asbestos renders this even more complicated. Structural repairs would need to be completed prior to or in conjunction with asbestos removal. Given these conditions, we are concerned that attempting to repair the structure imposes a heightened risk. In lieu of repairing and remediating the building, it may be more practical to demolish it. Please be aware that our recommendations are solely from a structural perspective. We recommend consulting an environmental engineer regarding the asbestos remediation on this manner.

If you have any questions, please let us know.

Respectfully Submitted:
SKS ENGINEERS, LLC


Jonathan M. Scherer, P.E., S.E.



p:\2024\418663 1222 e grand\report\418663.decatu.il.1222egrand.inspection.report.body.docx



February 2, 2024

Michael Snearly
City of Decatur
#1 Gary Anderson Plaza
Decatur, IL 62523

JOB #: CG #3275

SENT VIA EMAIL: msnearly@decaturil.gov

SUBJECT: National Emission Standards for Hazardous Air Pollutants Report

LOCATION: 1500 East Condit Street - Former Coppenbarger School Building

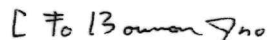
Dear Mr. Snearly:

In accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAP), the structure at *1500 East Condit Street in Decatur, Illinois* was visited on November 8, 2023 and December 20, 2023. According to the NESHAP, which is administered by the Illinois Environmental Protection Agency (IEPA), a licensed asbestos inspector must complete an asbestos inspection prior to the renovation or demolition of a public or commercial building in Illinois. Renovation or Demolition is defined as the wrecking of load-supported structures or the systematic dismantling, changing, or the altering of any structural frame-work.

The Main Structure, visited on November 8, 2023, consists of the Original Building, a 2-Story Gymnasium Addition, and a 3-Story Classroom Addition. The City of Decatur has condemned the building and it will be demolished; it is unsafe because of failed roofing systems, exposures to animal wastes including rodent and bird droppings, and fall hazards exists throughout the building due to wet floors, torn floor coverings, holes in floors, and missing hand and guard rails. The Structural Engineer's Report in Attachment 5 presupposes a heightened risk to human health and safety upon entry into the building. As the Main Structure could not be inspected, all demolition debris is presumed to be asbestos-contaminated waste and demolition must proceed per the recommendations in Attachment 1.

The Power House Structure, visited on December 20, 2023, is a noncontiguous building that supplied the Main Structure with steam and heated water. The Power House was inspected for friable and nonfriable asbestos-containing materials (ACMs). *Based on the walk-through, the ACM that was identified was labeled and consisted of pipe insulation, cementitious insulated elbows and fittings, and thermal systems insulation on a vertical heat exchanger.* The Power House is accessible, but in light of Structural Engineer's Report the OSHA Competent Person (OCP) for the Abatement Contractor shall determine if areas are safe to work in; if deemed unsafe by the OCP, all demolition debris is presumed to be asbestos-contaminated waste and demolition must proceed per the recommendations in Attachment 1.

Sincerely,



Courtice F. Bowman, P.E.

Illinois Licensed Professional Engineer, License No. 062-054109; Expires 11/30/25

Illinois Department of Public Health Licensed Professional, License No. 100-04103; Expires 05/15/25

Member, American Society of Safety Professionals, Practice Specialty: Engineering, Expiring 10/31/24

attachments

City of Decatur

Asbestos NESHAP Report

Former Coppenbarger School Building

1500 East Condit Street, Decatur, Illinois 62521

ATTACHMENT 1: RECOMMENDED ACTION

<u>Description of ACM</u>	<u>General Location of ACM</u>	<u>Designation</u>
Insulation on 12" Diameter Pipe Fittings	Power House {Coal Chute}	TJA
Insulation on 12" to 24" Elbows 24' AFF	Power House {Boiler Room}	TJA
Aircell Pipe Insulation 12' Above Finished Floor	Power House {Southwest Wall of Boiler Room}	TPA
Heat Exchanger Insulation on Vertical Tank	Power House {Middle of West Wall in Boiler Room}	TBA
Asbestos-Contaminated Demolition Debris	Gymnasium Addition	Presumed
Asbestos-Contaminated Demolition Debris	North 3-Story Classroom Addition	Presumed
Asbestos-Contaminated Demolition Debris	Original Structure	Presumed
Asbestos-Contaminated Demolition Debris	Power House if Deemed Unsafe by OCP	Confirmed

TJA (Pipe Fitting Insulation in Power House) - This is a *Thermal Insulating Material (TSI)* located on abandoned steam supply and return plumbing systems inside the Power House. The Power House is a noncontiguous building that supplied the Main Structure with steam and heated water. The Power House was inspected for friable and nonfriable asbestos-containing materials (ACMs). *Based on the walk-through, the fitting insulation that was identified was labeled and therefore is a confirmed ACM.* There are about four 12 inch elbows in the coal chute and about twentysix 12 to 24 inch elbows in the boiler room; however users of this report shall rely on their own measurements for actionable work. The fittings in the boiler room are elevated about 24 feet above the basement floor. The Power House is accessible, but in light of Structural Engineer's Report the OSHA Competent Person (OCP) for the Abatement Contractor shall determine if areas are safe to work in; if deemed unsafe by the OCP, all demolition debris is presumed to be asbestos-contaminated waste and demolition must proceed per the recommendations of this Attachment. If the OCP deems the Power House safe to work in then removal should be performed by Illinois Licensed Asbestos Workers in conformance with the training requirements of ASHARA and IDPH.

TPA (Pipe Insulation in Power House) - This material is aircell, a *Thermal Insulating Material (TSI)* located on abandoned steam supply and return plumbing systems inside the Power House. The Power House is a noncontiguous building that supplied the Main Structure with steam and heated water. The Power House was inspected for friable and nonfriable asbestos-containing materials (ACMs). *Based on the walk-through, the pipe insulation that was identified was labeled and therefore is a confirmed ACM.* About 60 feet of insulation was identified; however users of this report shall rely on their own measurements for actionable work. The aircell is on piping elevated about 12 feet above the basement floor. The Power House is accessible, but in light of Structural Engineer's Report the OSHA Competent Person (OCP) for the Abatement Contractor shall determine if areas are safe to work in; if deemed unsafe by the OCP, all demolition debris is presumed to be asbestos-contaminated waste and demolition must proceed per the recommendations of this Attachment. If the OCP deems the Power House safe to work in then removal should be performed by Illinois Licensed Asbestos Workers in conformance with the training requirements of ASHARA and IDPH.

City of Decatur

Asbestos NESHAP Report

Coppenbarger School Building

1500 East Condit Street, Decatur, Illinois 62521

ATTACHMENT 1: RECOMMENDED ACTION

TBA (Heat Exchanger Tank Insulation) - This material is mag-block on a wire mesh, a *Thermal Insulating Material (TSI)* located on a vertical heat exchanger on the west side of the boiler room in the Power House. The Power House is a noncontiguous building that supplied the Main Structure with steam and heated water. The Power House was inspected for friable and nonfriable asbestos-containing materials (ACMs). *Based on the walk-through, the tank insulation that was identified was labeled and therefore is a confirmed ACM.* About 125 square feet of insulation was identified; however users of this report shall rely on their own measurements for actionable work. The mag-block is on a vertical tank that reaches approximately 8 feet in height. The Power House is accessible, but in light of Structural Engineer's Report the OSHA Competent Person (OCP) for the Abatement Contractor shall determine if areas are safe to work in; if deemed unsafe by the OCP, all demolition debris is presumed to be asbestos-contaminated waste and demolition must proceed per the recommendations of this Attachment. If the OCP deems the Power House safe to work in then removal should be performed by Illinois Licensed Asbestos Workers in conformance with the training requirements of ASHARA and IDPH.

Asbestos Contaminated Demolition Debris in Main Structure (Presumed) - The Main Structure consists of the Original Building, a 2-Story Gymnasium Addition, and a 3-Story Classroom Addition. The City of Decatur has condemned the building and it will be demolished; it is unsafe because of failed roofing systems, exposures to animal wastes including rodent and bird droppings, and fall hazards exists throughout the building due to wet floors, torn floor coverings, holes in floors, and missing hand and guard rails. The Structural Engineer's Report in Attachment 5 presupposes a heightened risk to human health and safety upon entry into the building. As the Main Structure could not be inspected, all demolition debris is presumed to be asbestos-contaminated waste and demolition must proceed per the recommendations below. These recommendations extend to the Power House if the OCP deems that it is unsafe for asbestos abatement work.

Recommended Action for Demolition

1. Submit the IEPA 14-Calendar Day Notification of Demolition.
2. Attach the City of Decatur Condemnation Letter and the Structural Engineer's Report to Notification.
3. Keep a copy of the Asbestos NESHAP Report on site during demolition.
4. Prepare a Site Safety Plan and a Plan on how to control water runoff and airborne emissions at the site.
5. The above Plan shall be prepared by the Demolition Contractor.
6. An Asbestos Abatement Contractor (AAC) Supervisor shall be present during demolition.
7. The AAC shall also have a laborer and equipment on site for Response Action Work when needed.
8. An Air Sampling Professional shall perform monitoring to check effectiveness of plan submitted in 4 above.
9. Perform all demolition work under wet methods and keep all debris covered while in transit to landfill.
10. Retain trip tickets, landfill disposal receipts, and manifests showing proper disposal of presume ACM debris.
11. Ensure exposure monitoring is performed on Equipment Operators and the Demolition Contractor's forces.
12. The exposure monitoring in 11 above may be suspended if a Negative Exposure Assessment is cited.
13. At completion of site work take a representative number of clearance soil samples to document site closure.
14. A final report documenting site activities and monitoring shall be prepared and be submitted to the City.
15. Include manifests and regulatory submittals in 14 above so it can be used in case of a FOIA Request.

PROJECT:	Building Inspection 1500 East Condit, Decatur, Macon County, Illinois 62521	PROJECT NO.	418664
		DATE OF INSPECTION:	January 17, 2024
CLIENT:	City of Decatur #1 Gary K Anderson Plaza, Decatur, Illinois 62523	REPORT NO.	418664.01
CC:	Jon Kindseth	PAGE NO.	1 of 2

ITEMS INSPECTED:

SKS was asked to perform an inspection of a building at 1500 East Condit, Decatur, Illinois. The building is identified in the attached aerial photograph.

BACKGROUND INFORMATION:

The building is three stories tall and comprised of masonry walls with floor and stair systems with various types of structural members. Photographs and inspection summaries conducted by the City of Decatur were provided. A copy of some of the photographs are attached for reference. It had been determined the building requires asbestos remediation and a contractor was asked to conduct a walkthrough. After the walkthrough, the contractor was concerned the building may be structurally unsafe in some areas. The purpose of this inspection is to assess the structural condition of the building.

OBSERVATIONS:

The building was examined thoroughly from the exterior at ground level and on the interior in a limited capacity. Access to the building's interior was limited because of the condition of the building and a lack of means to enter the building.

Degradation of the masonry walls was observed consistently around the exterior. Complete mortar degradation, cracking, and a collapsed wall near the gymnasium were specifically observed.

Structural damage on the interior was also observed in several areas and seemed to line up with the observations described by the City and contractor during their walkthroughs. Significant damage and deterioration was observed. Specifically, observations included collapse of the roof/floor in the gymnasium and in several classrooms and hallways throughout the building. Structural failures in stairwells were also observed.



Building Inspection, 1500 East Condit,
Decatur, Illinois


Page 2 of 2
SKS Report No. 418664.01

CONCLUSIONS AND RECOMMENDATIONS:

In our opinion, the building is currently in a poor structural condition and extensive repair efforts are needed to restore the building. These structural repairs are necessary in order to access all areas of the building. The reported presence of asbestos renders this even more complicated. Structural repairs would need to be completed prior to or in conjunction with asbestos removal. Given these conditions, we are concerned that attempting to repair the structure imposes a heightened risk. In lieu of repairing and remediating the building, it may be more practical to demolish it. Please be aware that our recommendations are solely from a structural perspective. We recommend consulting an environmental engineer regarding the asbestos remediation on this manner.

If you have any questions, please let us know.

Respectfully Submitted:
SKS ENGINEERS, LLC


Jonathan M. Scherer, P.E., S.E.



p:\2024\418664 1500 e condit\report\418664.decatu.r.il.1500econdit.inspection.report.body.docx

Code Enforcement Case #: 2022-03158

1222 E GRAND AVE





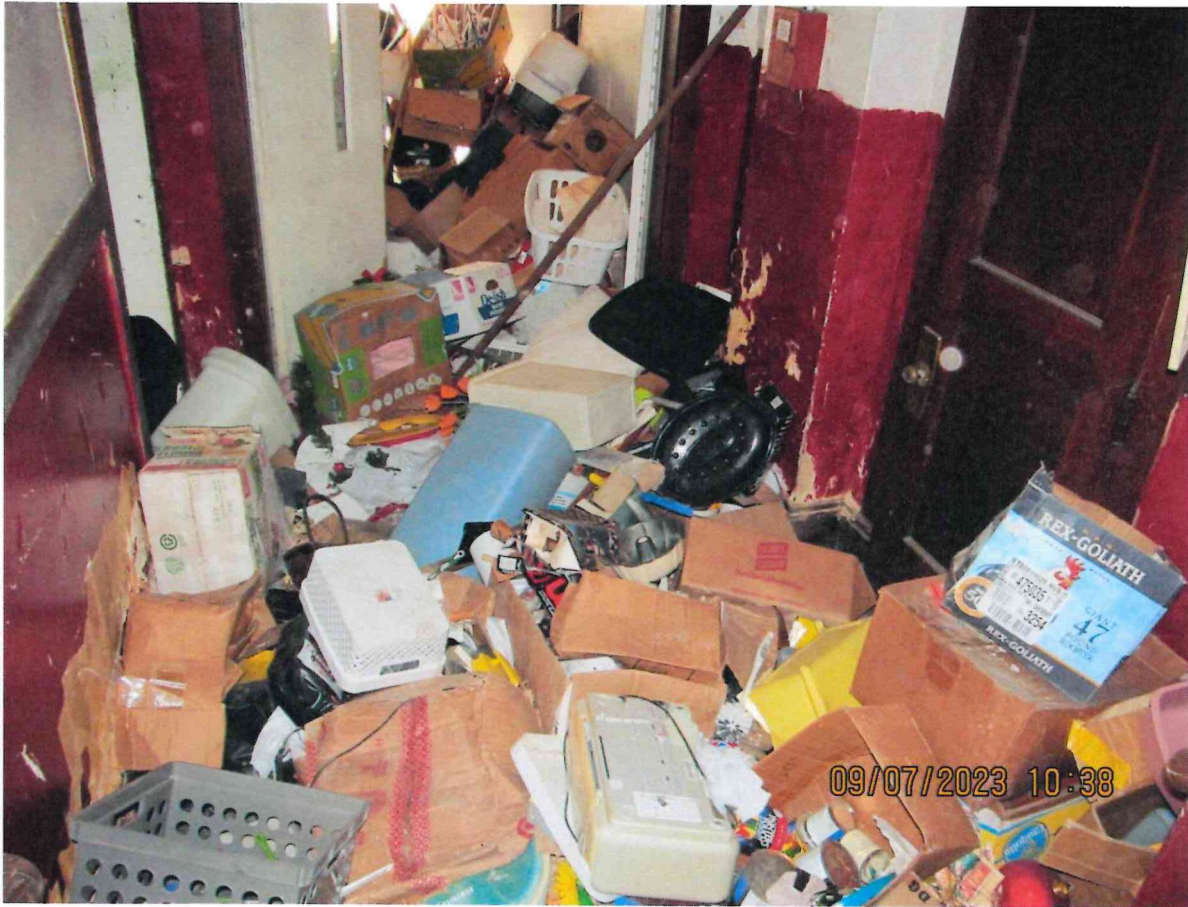
Code Enforcement Case #: 2022-03158

1222 E GRAND AVE



Code Enforcement Case #: 2022-03158

1222 E GRAND AVE



Code Enforcement Case #: 2022-03158

1222 E GRAND AVE



Code Enforcement Case #: 2011-02292

1500 E CONDIT ST



Code Enforcement Case #: 2011-02292

1500 E CONDIT ST



Code Enforcement Case #: 2011-02292

1500 E CONDIT ST



Code Enforcement Case #: 2011-02292

1500 E CONDIT ST

SUBJECT: Ordinance Rezoning Property from R-1 Single Family Residence District to R-3 Single Family Residence District - 4210 East Lakewood Avenue

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Ordinance	Ordinance
PC Minutes	Backup Material
Supporting Documentation	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 24-07

April 11, 2024

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Ordinance Rezoning Property from R-1 Single Family Residence District to R-3 Single Family Residence District - 4210 East Lakewood Avenue

SUMMARY RECOMMENDATION: Staff recommends approval of the ordinance for rezoning. The City’s Future Land Use Map in the Comprehensive plan shows this site as Residential-Low Density and Transportation/Utility. The proposed R-3 zoning would be compatible and consistent with the surrounding zoning and uses.

The City Plan Commission voted 6-0 to recommend approval of the petition at the March 14, 2024 meeting. The minutes of the meeting are attached.

BACKGROUND: The petitioner owns both 4210 and 4230 East Lakewood Avenue (which are adjacent to one another) and would like to combine the two lots by doing a Zoning Lot but the lots must be in the same zoning district.

For further details, please refer to the attached Plan Commission staff report.

POTENTIAL OBJECTION: There were no objectors present at the Plan Commission meeting.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl Patrick (cpatrick@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY FROM
R-1 SINGLE FAMILY RESIDENCE DISTRICT TO
R-3 SINGLE FAMILY RESIDENCE DISTRICT
- 4210 EAST LAKEWOOD AVENUE -**

WHEREAS, on the 7th day of March 2024, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of CHRISTY AND TIM WILDERMAN, to rezone premises legally described as:

Lots Nine (9), Ten (10) and Eleven (11) of L. Cladis First Addition to the City of Decatur, as per Plat recorded in Book 536, Page 112 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Parcel Index Number: 04-13-08-179-017

WHEREAS, the Decatur City Plan Commission recommended that the prayer of said petition be granted.

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

Section 1. That the recommendation of the Decatur City Plan Commission be hereby, received, placed on file and approved.

Section 2. That said described premises be, and they are hereby rezoned from R-1 Single Family Residence District to R-3 Single Family Residence District.

Section 3. That the Districts herein mentioned are those districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning

Ordinance, and all the provisions, regulations, restrictions and requirements therein set forth shall apply to the premises described herein.

Section 4. That the zoning of said premises as set out herein shall be shown and verified on the Zoning District Map as in such Ordinance No. 3512 provided and said District be hereby amended and changed as herein set forth.

PRESENTED, PASSED, APPROVED AND RECORDED this 15th day of April 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**MINUTES OF THE MEETING
OF THE
DECATUR CITY PLAN COMMISSION**

Thursday, March 14, 2024
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The March 14, 2024, meeting of the Decatur City Plan Commission was called to order at 3:17 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman James Schwarz who determined a quorum was present.

Members Present: Matt Naber, Bobby Garner, Andrew Taylor, Josh Prasun, James Oliver, James Schwarz

Members Absent: Jason Drake, A.G Webber, Susie Peck, Maurice Payne

Staff Present: Joselyn Stewart, Amy Waks, Deanna Buck, Greg Crowe, Amanda Wiese, Jim Edwards

II. Approval of Minutes of the February 1, 2024, City Plan Commission Meeting

It was moved and seconded (Matt Naber/Andrew Taylor) to approve the minutes of the February 1, 2024, meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

A. Case No. 24-04 Petition of CHRISTY AND TIM WILDERMAN to rezone property located at 4210 E. LAKEWOOD AVE from R-1 Single Family Residence District to R-3 Single Family Residence District.

It was moved and seconded (Matt Naber/Andrew Taylor) to forward Case No. 24-04 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Maurice Payne, Andrew Taylor, Josh Prasun, James Oliver, voted aye. Motion carried.

B. Case No. 24-05 Petition of ELLIOT CHRISTENSEN, Westwood Professional Services to amend the Conditional Use Permit at 3840 N. MARTIN LUTHER KING JR. DR. in the B-2 Commercial District.

It was moved and seconded (Matt Naber/Andrew Taylor) to forward Case No. 24-05 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Dalton Cunningham, District Manager, was sworn in by Deanna Buck. Dalton stated that they want to improve the facility.

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Maurice Payne, Andrew Taylor, Josh Prasun, James Oliver, voted aye. Motion carried.

IV. Appearance of Citizens

No citizens expressed comments.

V. Comments and Information from Commission Members

None

VI. Adjournment

There being no further business, it was moved and seconded (Andrew Taylor / Maurice Payne) to adjourn the meeting.

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Andrew Taylor, Josh Prasun, James Oliver, James Schwarz voted aye.

Chairman James Schwarz declared the meeting adjourned at 3:27 P.M.

James Schwarz, Secretary, Decatur City Plan Commission

STAFF REPORT

Decatur City Plan Commission

Hearing Date March 7, 2024
Case No. 24-04
Property Location 4210 East Lakewood Avenue
Request Rezoning from R-1 Single-Family District to R-3 Single-Family Residence District
Petitioner Timothy and Christy Wilderman

BACKGROUND

The subject site contains a detached garage on an approximately 0.42-acre site. The subject site is currently zoned R-1 Single-Family Residence District.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Garage	R-1	Residential – Low Density
North	Railroad	County	Transportation/Utility
South	Single-Family Residence District	R-3	Residential – Low Density
East	Single-Family Residence District	R-3	Residential – Low Density
West	Single-Family Residence District	R-3	Residential – Low Density

PROJECT DESCRIPTION

The petitioner owns both 4210 and 4230 East Lakewood Avenue (which are adjacent to one another) and would like to combine the two lots by doing a Zoning Lot but the lots must be in the same zoning district.

STAFF ANALYSIS

The surrounding zoning districts include County Zoning to the north and R-3 Single-Family Residence District to the east, south, and west. The Macon County and Decatur Comprehensive Plan shows this area as Residential-Low Density and Transportation/Utility. The proposed R-3 zoning would be compatible and consistent with the surrounding zoning and uses.

The subject site is located within a Residential-Low Density area and rezoning to R-3 Single-Family Residence District should have no adverse effect on the general area or the City as a whole.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request.



City of Decatur, Illinois

PETITION FOR REZONING

Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	TIM WILDERMAN + CHRISTY WILDERMAN				
Address	4230 E. LAKEWOOD AVE				
City	DECATUR	State	ILLINOIS	Zip	62526
Telephone	217-620-9852	Fax		E-mail	T.WILDERMAN@COMCAST.NET
Property Owner	TIM WILDERMAN + CHRISTY WILDERMAN				
Address	4230 E. LAKEWOOD AVE				
City	DECATUR	State	ILLINOIS	Zip	62526
Telephone	217-620-9852	Fax		E-mail	T.WILDERMAN@COMCAST.NET
Representative					
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION

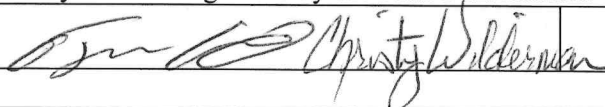
Street Address	4210 E. LAKEWOOD AVE DECATUR, IL, 62526					
Legal Description	L CIADDIS 1ST ADDITION + LOTS 9, 10, 11 02BK 3171/482 135X135 95BK 2601/19 16,000					
Present Zoning	<input checked="" type="checkbox"/> R-1	<input type="checkbox"/> R-2	<input type="checkbox"/> R-3	<input type="checkbox"/> R-5	<input type="checkbox"/> R-6	Is this property a Planned Unit Development?
	<input type="checkbox"/> B-1	<input type="checkbox"/> B-2	<input type="checkbox"/> B-3	<input type="checkbox"/> B-4	<input type="checkbox"/> O-1	<input type="checkbox"/> YES Approval Date: _____
	<input type="checkbox"/> M-1	<input type="checkbox"/> M-2	<input type="checkbox"/> M-3	<input type="checkbox"/> PMR-1		<input type="checkbox"/> NO
Please list all improvements on the site:						
Size of Tract	<input type="checkbox"/> SF <input type="checkbox"/> AC					

SECTION THREE: REQUESTED ACTION

Rezone Property To:	<input type="checkbox"/> R-1	<input type="checkbox"/> R-2	<input checked="" type="checkbox"/> R-3	<input type="checkbox"/> R-5	<input type="checkbox"/> R-6	Will this property be a Planned Unit Development?
	<input type="checkbox"/> B-1	<input type="checkbox"/> B-2	<input type="checkbox"/> B-3	<input type="checkbox"/> B-4	<input type="checkbox"/> O-1	<input type="checkbox"/> YES
	<input type="checkbox"/> M-1	<input type="checkbox"/> M-2	<input type="checkbox"/> M-3	<input type="checkbox"/> PMR-1		<input checked="" type="checkbox"/> NO
Other:						

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
I WANT TO SIMPLY JOIN 4210 E. LAKEWOOD INTO MY PRIMARY RESIDENCE 4230 E. LAKEWOOD.	

SECTION FOUR: JUSTIFICATION
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):
I OWN BOTH PARCELS AND WISH TO MAKE THEM ONE.

SECTION FIVE: CERTIFICATION			
		To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.	
Petitioner's Signature		Date	1-21-2024

NOTES:	
<ol style="list-style-type: none"> 1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees. 2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council. 3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal. 4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process. 	

OFFICE USE ONLY	
Date Filed	
By	

4210 EAST LAKEWOOD AVENUE



2/28/2024, 3:15:41 PM

Roads (small scale)

<all other values>

Interstate Highway

State Route or U.S. Highway

Arterial

Residential

County Highway

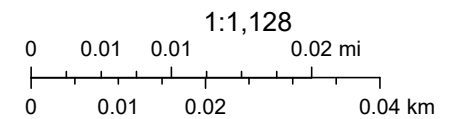
Railroad Tracks

Override 1

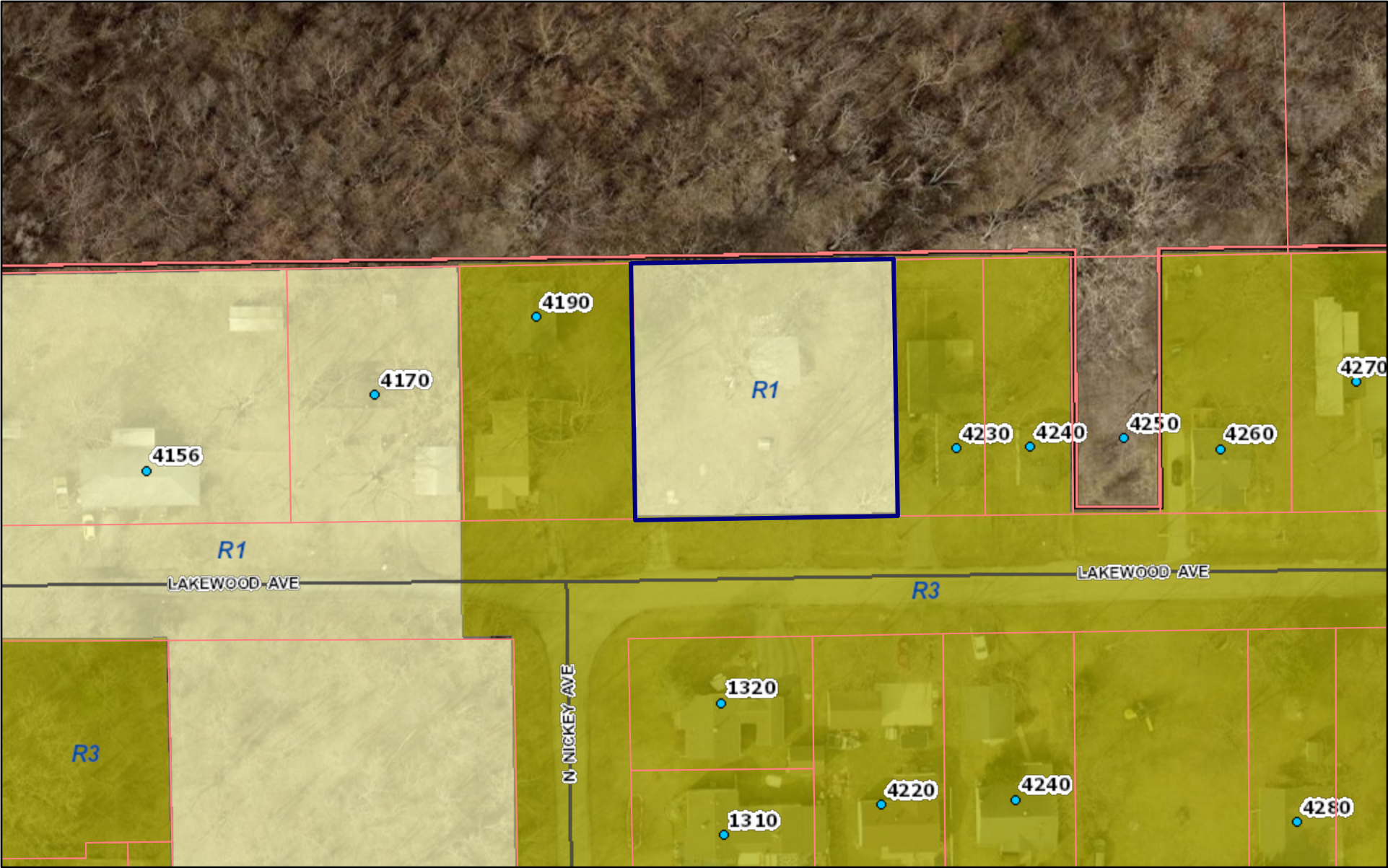
Parcels (from Macon County GIS)

Addresses

Decatur City Limits



4210 EAST LAKEWOOD AVENUE



2/28/2024, 3:18:29 PM

- Roads (small scale)

<all other values>

Interstate Highway

State Route or U.S. Highway

Arterial

Residential

County Highway

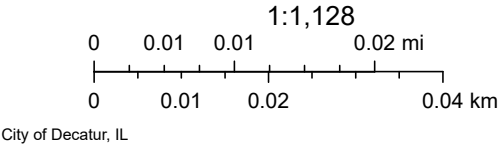
Railroad Tracks

Override 1

Parcels (from Macon County GIS)

Addresses

Decatur City Limits



SUBJECT: Ordinance Amending Conditional Use Permit - 3840 North Martin Luther King Jr. Drive

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Ordinance	Ordinance
PC Minutes	Backup Material
PC Staff Report	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 24-08

April 11, 2024

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Ordinance Amending Conditional Use Permit - 3840 North Martin Luther King Jr. Drive

SUMMARY RECOMMENDATION: Staff recommends approval of the ordinance amending the Conditional Use Permit for the car wash at 3840 N Martin Luther King Jr. Dr. Staff believes the proposed amendments to the approved CUP are compatible with the B-2 zoning as well as the neighboring commercial uses with the following conditions:

1. A detailed Site Plan shall be submitted to and approved by the Economic and Community Development Department and the Department of Public Works prior to the issuance of a permit.
2. Submit sealed building drawings for Commercial Building Plan Review.
3. A landscape bond in the amount of \$2,700.00 shall be submitted.

The proposed amendments to the facility do not appear that they will cause substantial injury to the value of other properties in the neighborhood. The proposed carwash will still be located next to a large gas station as well as next to an office warehouse building along Martin Luther King, Jr. Drive. The amendments meet all applicable City codes and standards.

The City Plan Commission voted 6-0 to recommend approval of the petition at the March 14, 2024 meeting. The minutes of the meeting are attached.

BACKGROUND: The subject site is approximately .75 acres and is currently developed as Rainstorm Carwash.

In July of 2008, the petitioner was granted a Conditional Use Permit (CUP) by the City Council (Ordinance No. 2008-45) to allow for a carwash to be constructed in a B-2 Commercial District. This permit allowed for six (6) parking stalls and seven (7) vacuums.

The CUP was once again amended to reduce the number of parking stalls from six (6) stalls to five (5) parking stalls and to also increase the number of vacuums on site from seven (7) to ten (10) vacuums. This amendment was approved by City Council on November 17, 2008 (Ordinance No. 2008-85).

The petitioner is requesting to amend the approved B-2 CUP to allow the following: 1.) New pay station/entry equipment; 2.) New vacuum equipment; 3.) Additional vacuum stall parking; 4.)

Additional employee parking; 5.) New landscape plantings to bring site back into compliance with previously approved CUP, including 3 overstory trees and 27 shrubs; and 6.) There will be no changes to the footprint of the existing building; however, they will be extending the height on the south end of the building. All changes will only occur within the extents of the current site.

For further details, please refer to the attached Plan Commission staff report.

POTENTIAL OBJECTION: There were no objectors present at the Plan Commission meeting.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl Patrick (cpatrick@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE AMENDING CONDITIONAL USE PERMIT
- 3840 NORTH MARTIN LUTHER KING JR. DRIVE -**

WHEREAS, on the 14th day of March 2024, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of ELLIOT CHRISTENSEN, WESTWOOD PROFESSIONAL SERVICES, to modify and amend the Conditional Use Permit previously approved by Ordinance No. 2008-45 and amended by Ordinance No. 2008-85 for premises legally described as:

Lot Two (2) of Dowd-Kaltenbach Third Addition as per Plat recorded in Book 5000, Page 30 of the Records in the Recorder's Office, Macon County, Illinois. Situated in Macon County, Illinois.

Parcel Index Number: 07-07-26-376-017

WHEREAS, the Decatur City Plan Commission recommended that the prayer of said petition be granted.

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

Section 1. That the recommendation of the Decatur City Plan Commission be hereby, received, placed on file and approved.

Section 2. That upon compliance with the following conditions described herein, and in the Site Plan attached hereto and hereby made a part hereof as Exhibit A, the aforesaid Conditional Use Permit be, and the same is hereby, modified and amended, and petitioner be, and, he is hereby, authorized and permitted to allow the following: 1.) New pay station/entry equipment; 2.) New vacuum equipment; 3.) Additional vacuum stall parking; 4.) Additional employee parking; 5.) New landscape plantings to bring site back into compliance with

previously approved CUP, including 3 overstory trees and 27 shrubs; and 6.) There will be no changes to the footprint of the existing building; however, they will be extending the height on the south end of the building:

- A. Sealed building drawings shall be submitted to and approved by the Economic and Community Development prior to the issuance of a permit.
- B. A landscape bond in the amount of \$2,700.00 shall be submitted.

Section 3. That except as modified by the provisions hereof, the heretofore ordained Conditional Use Permit, and the provisions of ordinances relating thereto as heretofore amended and modified remain in full force and effect and the same remain subject to all the conditions, limitations and restrictions set out in the ordinance aforesaid and the respective modifications and amendments thereto.

PRESENTED, PASSED, APPROVED AND RECORDED this 15th day of April 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

ISSUED FOR PERMITS

FOR

SITE IMPROVEMENT PLANS

FOR

CLEAN FREAK CAR WASH

3840 N MARTIN LUTHER KING JR BLVD DECATUR, IL

PREPARED FOR:

CLEAN FREAK CAR WASH

1130 W. WARNER RD.

TEMPE, AZ 85284

CONTACT: WALTER RUDD

PHONE: 520.906.0471

EMAIL: WALTER.RUDD@TRUEBLUECW.COM

PREPARED BY:

Westwood

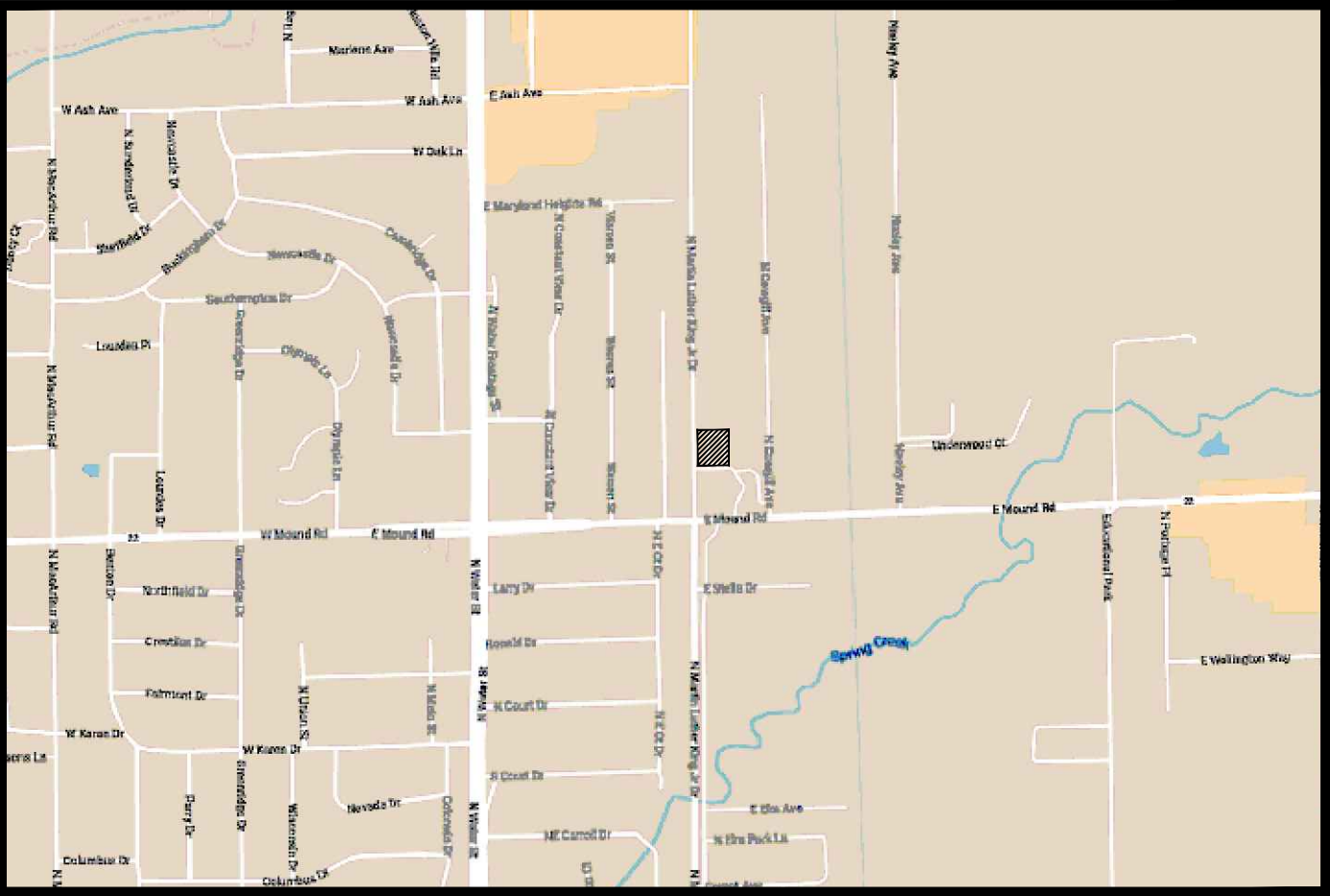
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com

Westwood Professional Services, Inc.

PROJECT NUMBER: 0050895.00

CONTACT: JEFF WESTENDORF

EXHIBIT A



Vicinity Map
(NOT TO SCALE)

SHEET INDEX

Sheet List Table	
SHEET NUMBER	SHEET TITLE
C001	COVER
C100	EXISTING CONDITIONS & REMOVALS
C200	SITE PLAN
C300	GRADING & EROSION CONTROL
L100	LANDSCAPE PLAN
	ALTA (2 PAGES)

NO.	DATE	REVISION	SHEETS
	02/15/2024	RESPOSNE TO CITY COMMENTS	
	-	-	
	-	-	
	-	-	
	-	-	
	-	-	
	-	-	
	-	-	
	-	-	

ISSUED FOR PERMITS

FOR

SITE IMPROVEMENT PLANS

FOR

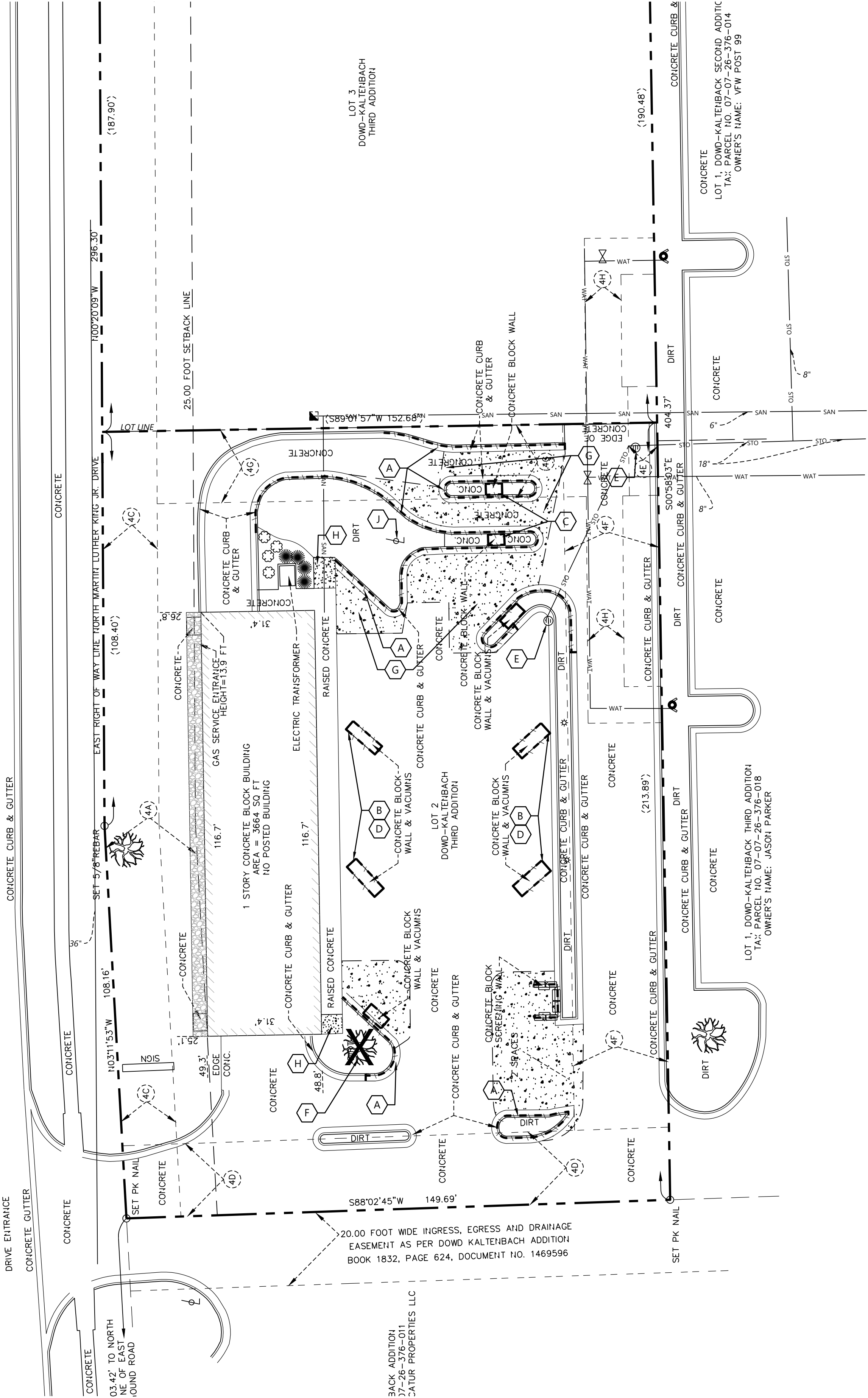
CLEAN FREAK CAR WASH

3840 N MARTIN LUTHER KING JR BLVD DECATUR, IL

INITIAL SUBMITTAL DATE: 01/24/2024 SHEET: C001 OF XX

NORTH MARTIN LUTHER KING JR. DRIVE

RIGHT OF WAY WIDTH = VARIES



REMOVAL KEYNOTES

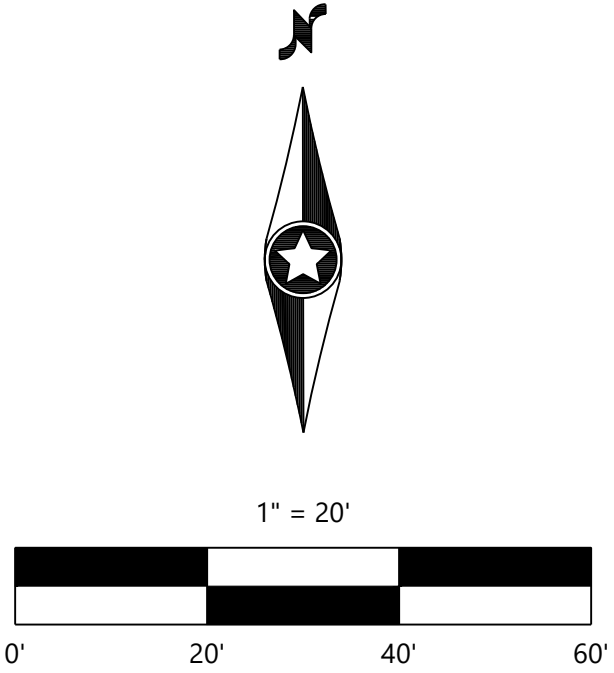
- A SAWCUT AND REMOVE CONCRETE CURB & GUTTER.
- B REMOVE CONCRETE BLOCK WALLS AND VACUUM EQUIPMENT.
- C REMOVE CONCRETE BLOCK WALLS AND PAY STATION. EQUIPMENT TO BE RELOCATED. SEE SITE PLAN.
- D PAVEMENT DISTURBED FOR EQUIPMENT REMOVAL TO BE REPLACED IN - KIND AT EXISTING GRADE. PROTECT STORMWATER INLET STRUCTURE AND MAINTAIN POSITIVE FLOW TO STRUCTURE.
- E REMOVE TREE
- F REMOVE CONCRETE PAVEMENT TO NEAREST JOINT
- G REMOVE SIDEWALK
- J REMOVE & SALVAGE EXISTING LIGHT POLE

REMOVAL LEGEND

EXISTING	PROPOSED	
EXISTING	REMOVALS	PROPERTY LINE
SAN		SAW CUT PAVEMENT
WAT		CURB & GUTTER
WAT		SANITARY SEWER
STO		WATER MAIN
GAS		HYDRANT
PUG		STORM SEWER
POH		GAS
TUG		UNDERGROUND ELECTRIC
TOH		OVERHEAD ELECTRIC
FO		UNDERGROUND TELEPHONE
CTV		OVERHEAD TELEPHONE
X		TELEPHONE FIBER OPTIC
		CABLE TELEVISION
		RETAINING WALL
		FENCE
		CONCRETE SIDEWALK
		CONCRETE PAVEMENT
		BITUMINOUS
		BUILDING
		TREE
		LIGHT POLE
		TRAFFIC SIGN
		CONSTRUCTION BARRICADE
		SOIL BORING LOCATION
		TREE LINE

REMOVAL NOTES

- EXISTING SITE INFORMATION SHOWN IS PER ALTA/NSPS LAND TITLE SURVEY PREPARED BY ROLAND F. SARKO, SARKO ENGINEERING INC., DATED 11/17/2017.
- LOCATIONS OF EXISTING SITE AMENITIES AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- CONTRACTOR SHALL COORDINATE LIMITS OF REMOVALS WITH PROPOSED IMPROVEMENTS AND FIELD VERIFY CONDITION OF EXISTING APPURTENANCES TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING OR REPLACING MISCELLANEOUS ITEMS (SUCH AS FENCES, SIGNS, IRRIGATION HEADS, ETC.) THAT MAY BE DAMAGED BY CONSTRUCTION.
- CONTRACTOR SHALL PLACE ALL NECESSARY EROSION CONTROL MEASURES REQUIRED TO MAINTAIN SITE STABILITY PRIOR TO EXECUTING ANY SITE REMOVALS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY PROVIDERS FOR REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES AFFECTED BY SITE DEVELOPMENT. ALL PERMITS, APPLICATIONS AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.



ISSUED FOR PERMITS

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

DATE: 01/24/2024

PROJECT NUMBER: 0050895.00

SHEET NUMBER:

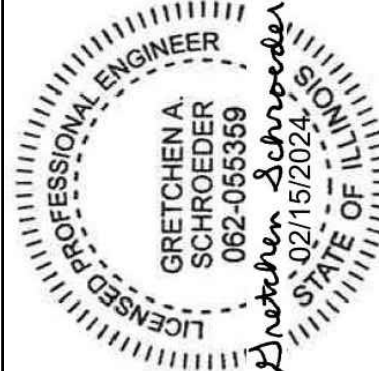
EXISTING
CONDITIONS
& REMOVALS

Westwood

Phone (852) 937-5160
Fax (852) 937-5822
Toll Free (888) 937-5160
2701 Whitewater Drive, Suite #300
Minnetonka, MN 55343
westwoods.com
Westwood Professional Services, Inc.

CLEAN FREAK
POWERED BY
CIRCLE K

3840 N MLK JR BLVD
DECATUR, IL



PREPARED FOR:
CLEAN FREAK CAR
WASH

1130 W. WARNER RD.
TEMPE, AZ 85284

DESIGNED: 01/24/2024

INITIAL ISSUE: 01/24/2024
REVISIONS: 02/15/2024
RESPONSE TO CITY COMMENTS

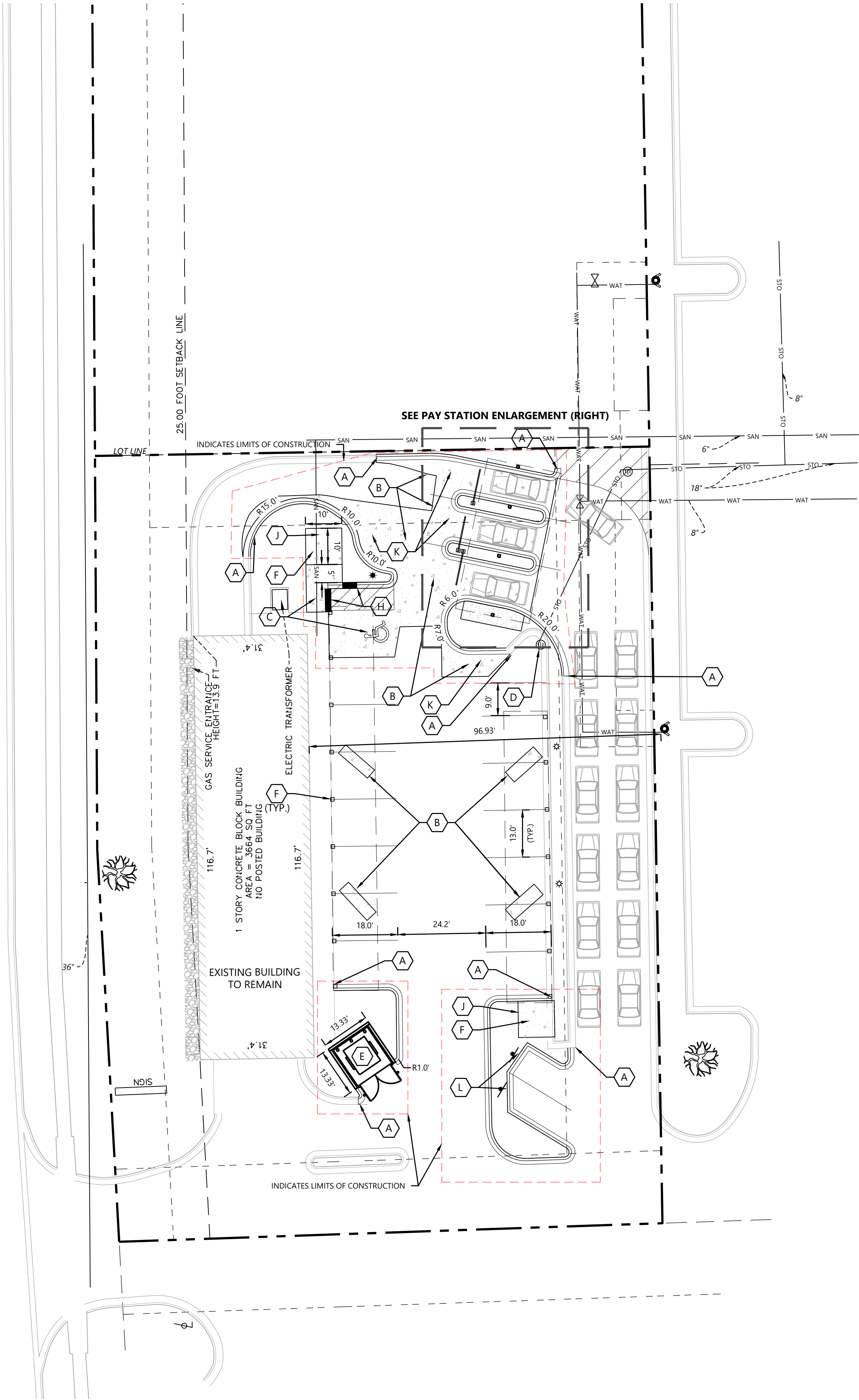
CHECKED: 02/15/2024
DRAWN: 02/15/2024
HORIZONTAL SCALE: 20'-1" = 1'

VERTICAL SCALE: 4'-1" = 1'

License Exp. 11/30/2025

CLEAN FREAK POWERED BY CIRCLE K

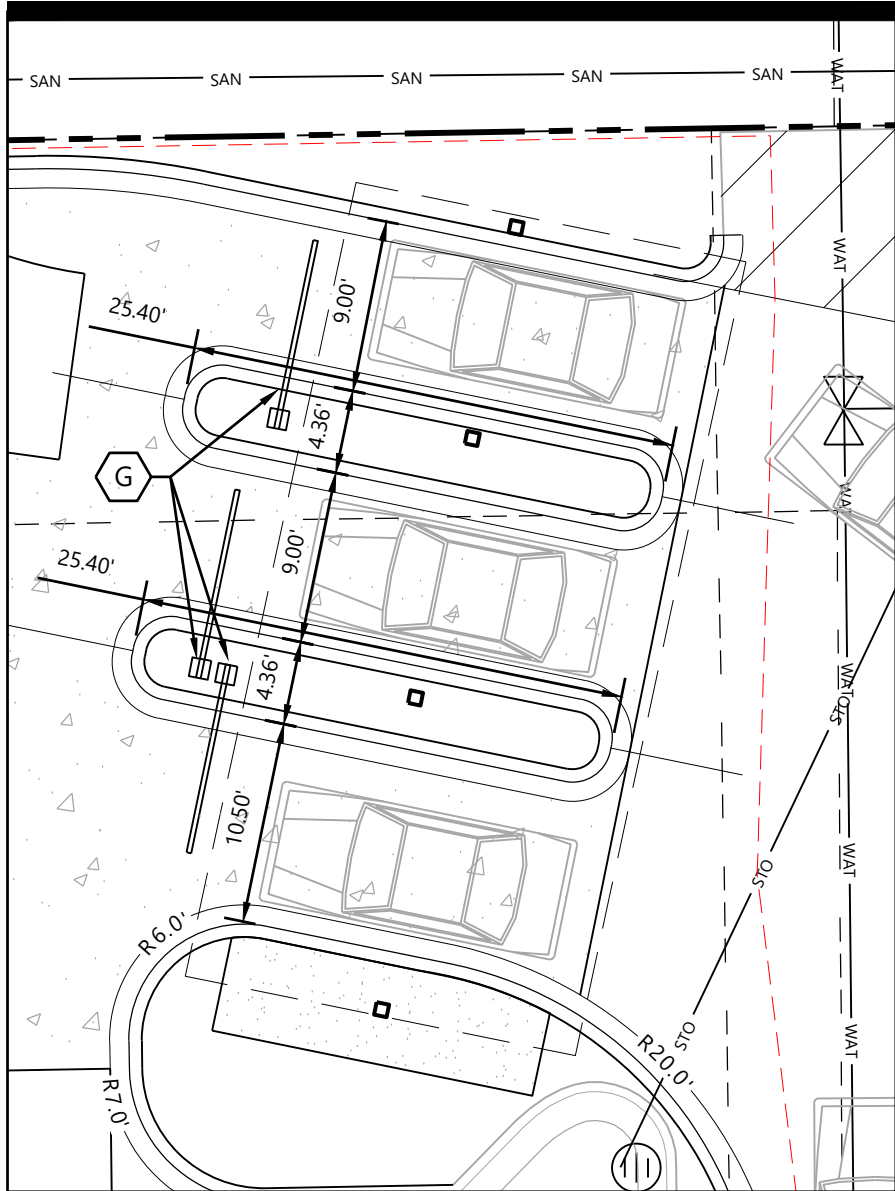
NORTH MARTIN LUTHER KING JR. DRIVE
(PUBLIC ROAD)
RIGHT OF WAY WIDTH = VARIES



SITE KEYNOTES

- A MATCH EXISTING CURB TYPE AND LOCATION.
- B PAVEMENT DISTURBED FOR EQUIPMENT AND CURB & GUTTER REMOVAL TO BE REPLACED IN -KIND AND AT EXISTING GRADE. MATCH EXISTING CONCRETE PAVEMENT WITH SAWCUT.
- C REMOVE AND REPLACE SLOPED SIDEWALK AND PAVEMENT FOR ADA ACCESS. REFER TO SHEET C300 FOR ADDITIONAL INFORMATION.
- D PROTECT STORMWATER INLET STRUCTURE AND MAINTAIN POSITIVE FLOW TO STRUCTURE.
- E TRASH ENCLOSURE (SEE ARCH PLANS)
- F NEW VACUUM EQUIPMENT BY OTHERS. CONTRACTOR TO COORDINATE WITH OWNER FOR INSTALLATION OF UTILITIES TO SERVICE EQUIPMENT.
- G PAY STATION EQUIPMENT BY OTHERS (NEW AND RELOCATED). CONTRACTOR TO COORDINATE WITH OWNER FOR INSTALLATION OF UTILITIES TO SERVICE EQUIPMENT. CONTRACTOR TO VERIFY ISLANDS ARE LARGE ENOUGH FOR EQUIPMENT.
- H TRANSITION CURB TO FLAT
- J EQUIPMENT PAD
- K CONCRETE PAVEMENT SECTION (MATCH EXISTING)
- L SIGNAGE FOR CAR WASH PREP AREA (COORDINATE WITH OWNER)

PAY STATION ENLARGEMENT (1" = 10')

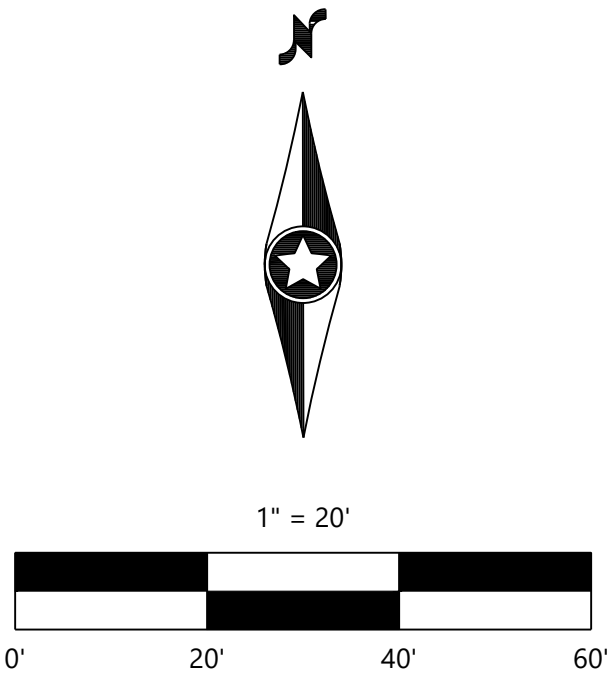


SITE LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		LOT LINE
		SETBACK LINE
		EASEMENT LINE
		CURB AND GUTTER
		TIP-OUT CURB AND GUTTER
		POND NORMAL WATER LEVEL
		RETAINING WALL
		FENCE
		CONCRETE PAVEMENT
		CONCRETE SIDEWALK
		HEAVY DUTY BITUMINOUS PAVEMENT
		NORMAL DUTY BITUMINOUS PAVEMENT
		NUMBER OF PARKING STALLS
		TRANSFORMER
		SITE LIGHTING
		TRAFFIC SIGN
		POWER POLE
		BOLLARD / POST

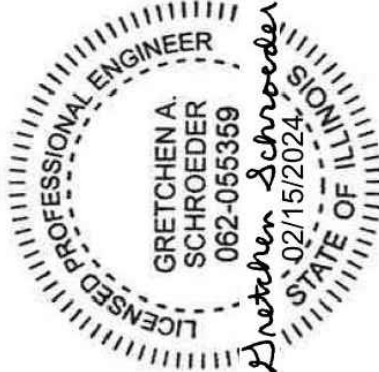
GENERAL SITE NOTES

- EXISTING SITE INFORMATION SHOWN IS PER ALTA/NSPS LAND TITLE SURVEY PREPARED BY ROLAND F. SARKO, SARKO ENGINEERING INC., DATED 11/17/2017.
- PROPERTY LEGAL DESCRIPTION IS: LOT 2, DOWD-KALTEN BACH THIRD ADDITION. REFER TO SHEET E100 FOR ALTA/NSPS LAND TITLE SURVEY PREPARED BY ROLAND F. SARKO, SARKO ENGINEERING INC., DATED 11/17/2017 FOR ADDITIONAL INFORMATION.
- LOCATIONS OF EXISTING SITE AMENITIES AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND TRUCK DOCKS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
- SITE LIGHTING SHOWN ON PLAN IS EXISTING AND TO REMAIN. THE EXISTING LIGHT IN LANDSCAPED ISLAND AT CAR WASH ENTRANCE TO BE RELOCATED APPROX. 5' TO THE SOUTHWEST OF ITS CURRENT LOCATION.
- SIGNAGE SHALL MEET REQUIREMENTS OF SECTION XXV.F OF THE CITY OF DECATUR ZONING ORDINANCE. SIGN PERMITS SHALL BE APPLIED FOR IN ACCORDANCE WITH THE CITY OF DECATUR ORDINANCE. ALL SIGNS SHALL BE LOCATED A MINIMUM OF 5 FEET FROM PROPERTY LINE. ALL SIGN DETAILS SHALL BE SUBMITTED WITH SIGN PERMIT.
- ONLY CONTRACTORS LICENSED AND BONDED WITH THE CITY OF DECATUR SHALL PERFORM WORK WITHIN ROW.
- CONTRACTOR TO VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION TO VERIFY NO UTILITIES WILL BE IMPACTED BY CONSTRUCTION ACTIVITIES.



ISSUED FOR PERMITS

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance



**CLEAN FREAK
POWERED BY
CIRCLE K**
3840 N MLK JR BLVD
DECATUR, IL

Westwood
Phone (888) 987-5150 12701 Whitewater Drive, Suite #800
Fax (888) 987-5822 Minneapolis, MN 55343
Toll Free (888) 987-5150 www.westwoods.com
Westwood Professional Services, Inc.

SITE PLAN

SHEET NUMBER:

C200

DATE: 01/24/2024

PROJECT NUMBER: 0050895.00

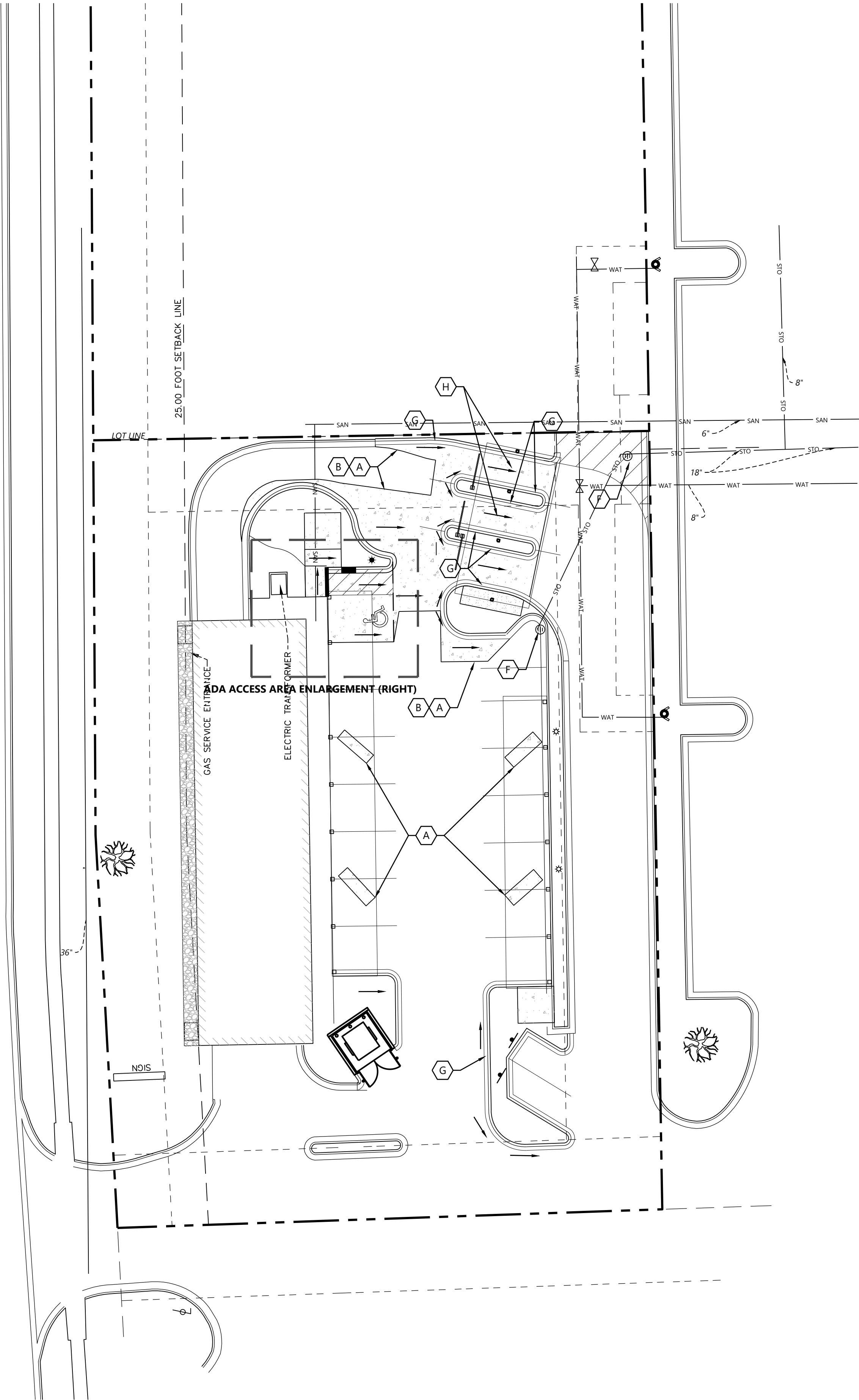
PREPARED FOR:
**CLEAN FREAK CAR
WASH**
1130 W. WARNER RD.
TEMPE, AZ 85284

DESIGNED: 01/24/2024
CHECKED: 02/15/2024
DRAWN: 02/15/2024
HORIZONTAL SCALE: 20'-1" = 1"
VERTICAL SCALE: 4'-1" = 1"

License Exp. 11/30/2025

CLEAN FREAK POWERED BY CIRCLE K

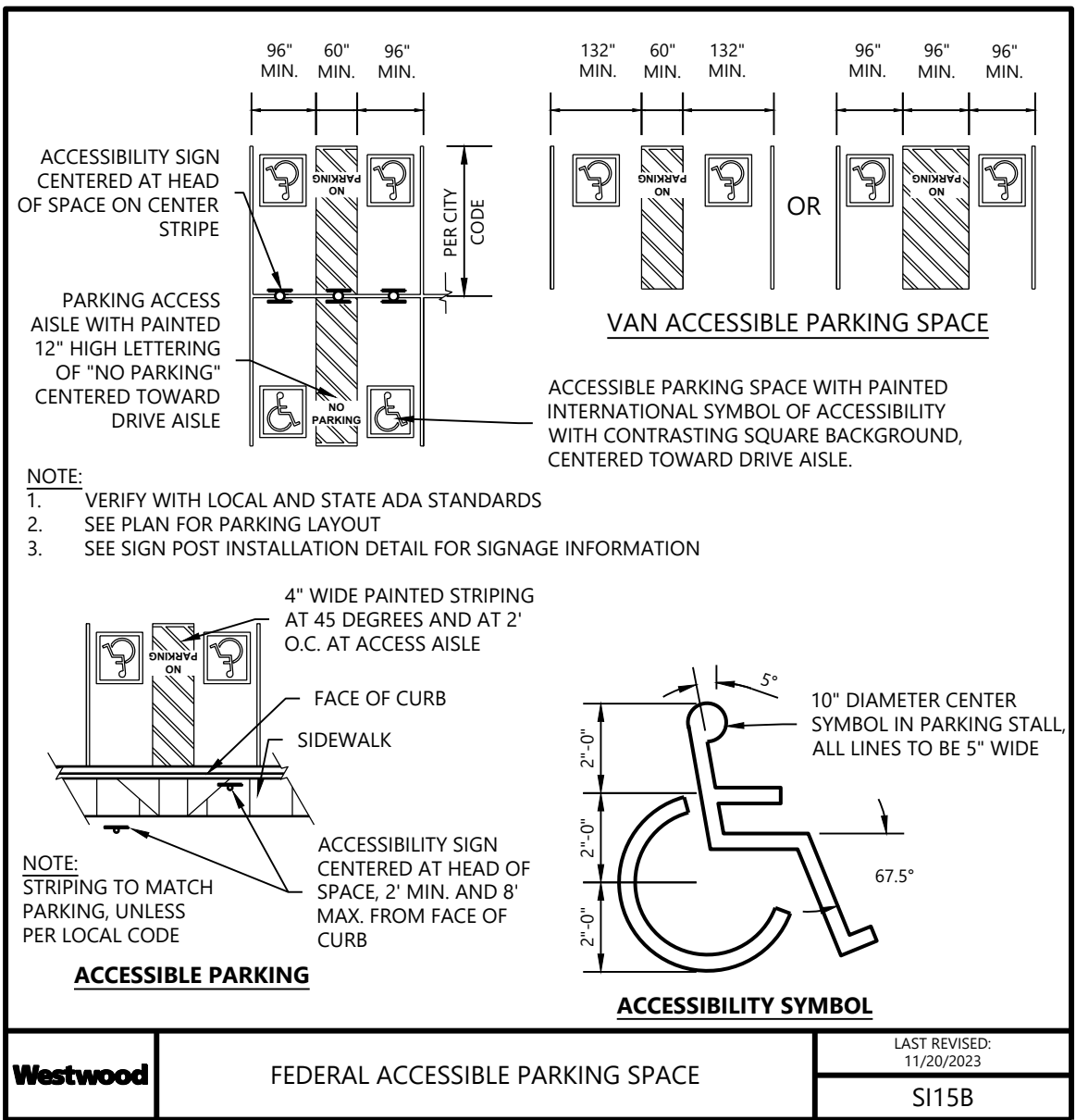
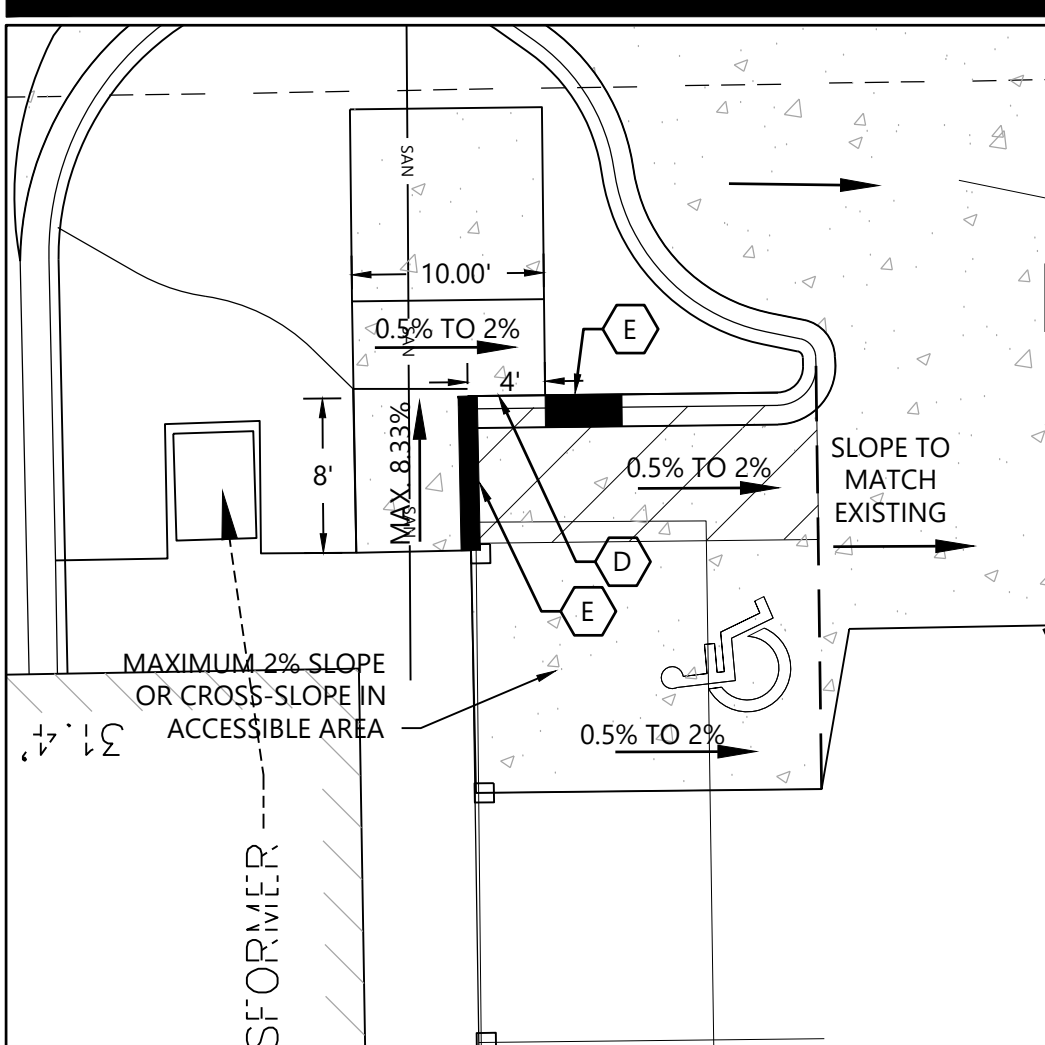
NORTH MARTIN LUTHER KING JR. DRIVE
(PUBLIC ROAD)
RIGHT OF WAY WIDTH = VARIES



A SITE KEYNOTES

- A PAVEMENT DISTURBED FOR EQUIPMENT AND CURB & GUTTER REMOVAL TO BE REPLACED IN -KIND AND AT EXISTING GRADE. MATCH EXISTING CONCRETE PAVEMENT WITH SAWCUT.
- B MAINTAIN POSITIVE FLOW TO CURB AND STORM INLET STRUCTURES.
- C INSTALL SIDEWALK AND PAVEMENT FOR PEDESTRIAN RAMP, ADA PARKING STALL AND ACCESS AISLE. VERIFY SLOPE OF ACCESSIBLE STALL AND AISLE ARE NOT GREATER THAN 2% PER STATE AND FEDERAL REQUIREMENTS. NOTIFY ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND. (SEE DETAIL)
- D FLUSH CURB
- E TRANSITION CURB TO FLUSH CURB
- F PROVIDE INLET PROTECTION DURING CONSTRUCTION ACTIVITIES.
- G INSTALL CURB WITH MINIMUM 0.8% SLOPE. SLOPE TO PROVIDE POSITIVE DRAINAGE TO ON-SITE STORM STRUCTURE.
- H CONTRACTOR TO VERIFY NEW PAVEMENT SLOPES TO PROVIDE POSITIVE DRAINAGE TO CURB AND TO ONSITE STORM INLET STRUCTURES

ADA ACCESS AREA ENLARGEMENT (1" = 10')

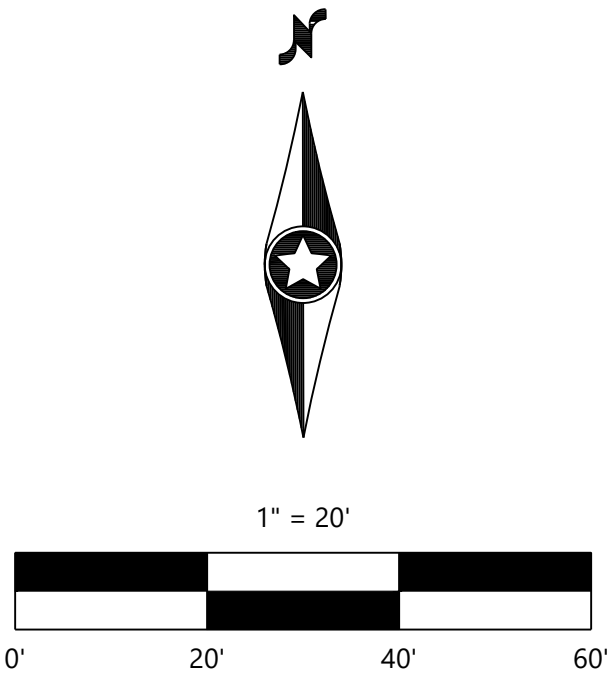


GRADING LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		INDEX CONTOUR
		INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		STORM SEWER
		FLARED END SECTION (WITH RIPRAP)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		RIDGE LINE
		GRADING LIMITS
		SPOT ELEVATION
		FLOW DIRECTION
		TOP AND BOTTOM OF RETAINING WALL
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION

GRADING NOTES

- EXISTING SITE INFORMATION SHOWN IS PER ALTA/NSPS LAND TITLE SURVEY PREPARED BY ROLAND F. SARKO, SARKO ENGINEERING INC., DATED 11/17/2017.
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- ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE SIX INCHES OF TOPSOIL AND SOD OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. SEE LANDSCAPE PLAN FOR PLANTING AND TURF ESTABLISHMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE ILDOT STANDARDS.
- CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL THAT EXISTS AFTER THE SITE GRADING AND UTILITY CONSTRUCTION IS COMPLETED. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS SOIL MATERIAL IN A MANNER ACCEPTABLE TO THE OWNER AND THE REGULATING AGENCIES.
- ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE AND FEDERAL RULES.
- CONTRACTOR TO SLOPE NEW CONCRETE PAVEMENT TO MATCH INTO EXISTING PAVEMENT.
- CONTRACTOR TO VERIFY NEW PAVEMENT SLOPES TO PROVIDE POSITIVE DRAINAGE TO CURB AND TO ONSITE STORM INLET STRUCTURES. INSTALL CURB WITH MINIMUM 0.8% SLOPE. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.

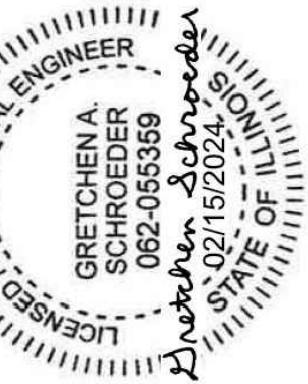


ISSUED FOR PERMITS

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811 or call811.com
Common Ground Alliance

DESIGNED:	01/24/2024
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DRAWN:	02/15/2024
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Fax: (888) 987-5822
Toll Free: (888) 987-5160
Westwood Professional Services, Inc.

**GRADING &
EROSION
CONTROL**

SHEET NUMBER:

C300

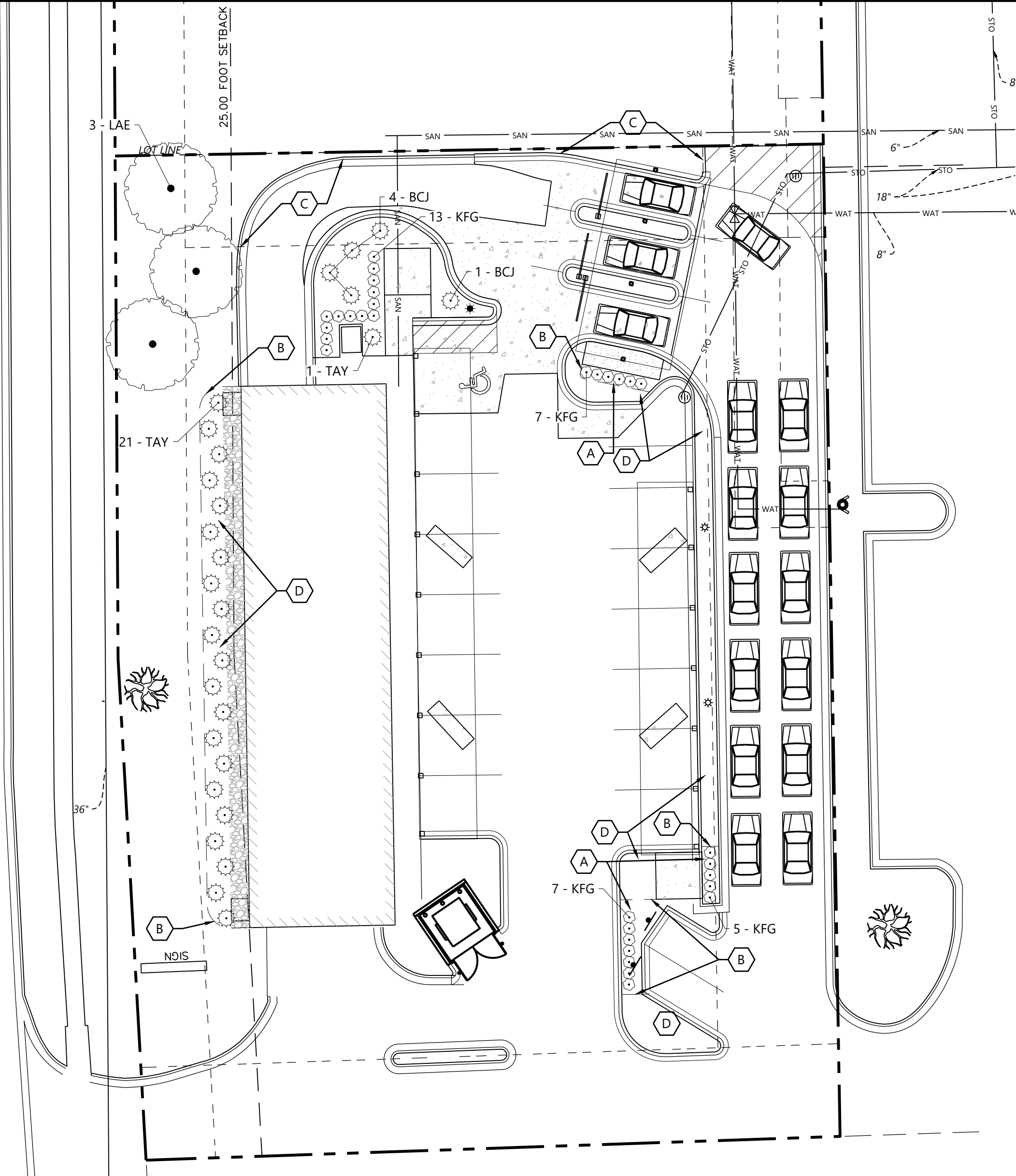
DATE: 01/24/2024

PROJECT NUMBER: 0050895.00

License Exp. 11/30/2025

CLEAN FREAK POWERED BY CIRCLE K

NORTH MARTIN LUTHER KING JR. DRIVE
(PUBLIC ROAD)
RIGHT OF WAY WIDTH = VARIES



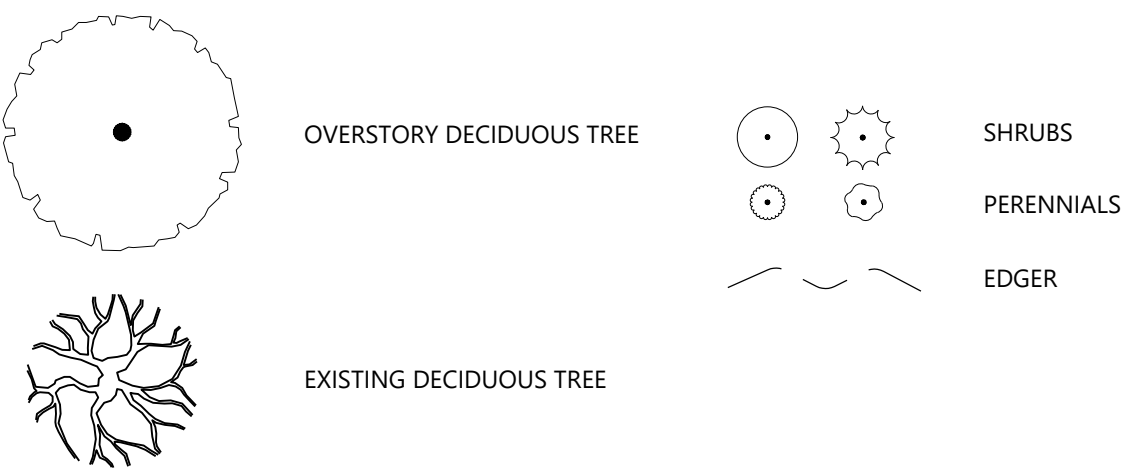
PLANT SCHEDULE

CODE	QTY	COMMON / BOTANICAL NAME	SIZE	SPACING O.C.	MATURE SIZE
DECIDUOUS TREES					
LAE	3	LACEBARK ELM / ULMUS PARVIFOLIA	2" CAL.	AS SHOWN	H 30'-40' W 20'-30'
CONIFEROUS SHRUBS					
BCJ	5	BLUE CHIP CREEPING JUNIPER / JUNIPERUS HORIZONTALIS 'BLUE CHIP'	#5 CONT.	5'-0" O.C.	H 8'-10' W 3'-5'
TAY	22	TAUNTON'S YEW / TAXUS X MEDIA 'TAUNTONII'	#5 CONT.	4'-0" O.C.	H 4' W 4'

GRASSES					
KFG	31	KARL FOERSTER FEATHER REED GRASS / CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	#1 CONT.	30" O.C.	H 2'-3' W 2'-3'
ABBREVIATIONS: B&B = BALLED AND BURLAPPED CAL. = CALIPER HT. = HEIGHT MIN. =MINIMUM O.C. = ON CENTER SP. = SPREAD QTY .= QUANTITY CONT. = CONTAINER					

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

LANDSCAPE LEGEND



LANDSCAPE SUMMARY

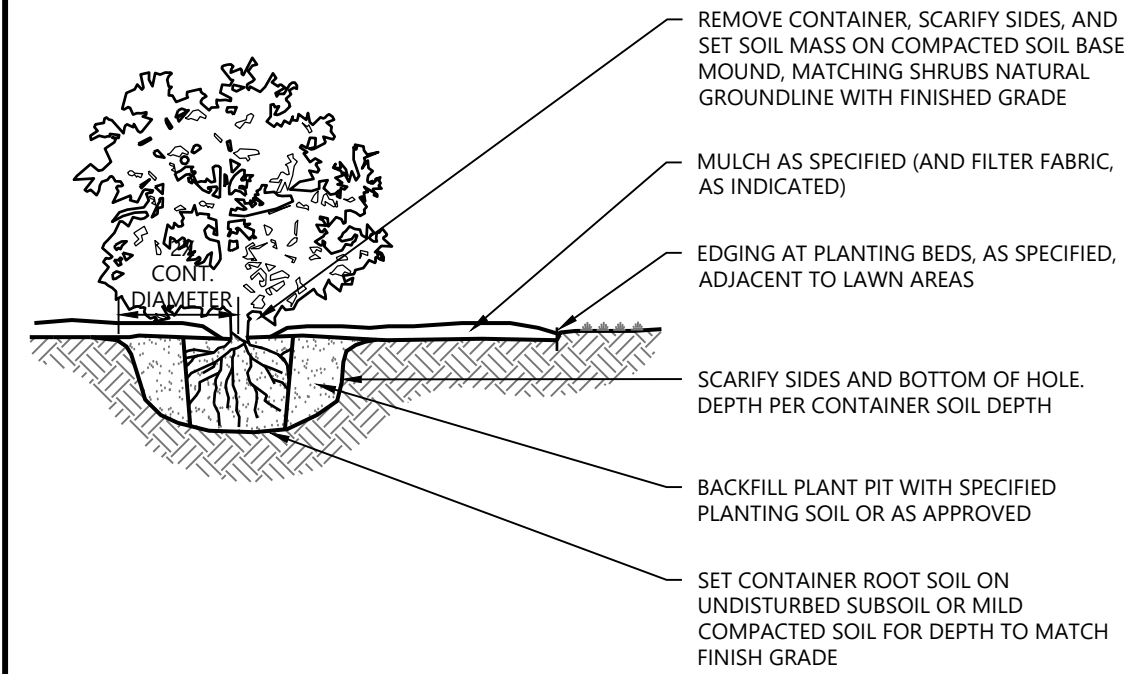
LANDSCAPE TO BE BROUGHT BACK TO STANDARDS APPROVED IN ORIGINAL CUP DATED JUNE 5, 2008 (DECATUR CITY ORDINANCE NO 2008-45).

PER ORIGINAL APPROVED LANDSCAPE PLANS:

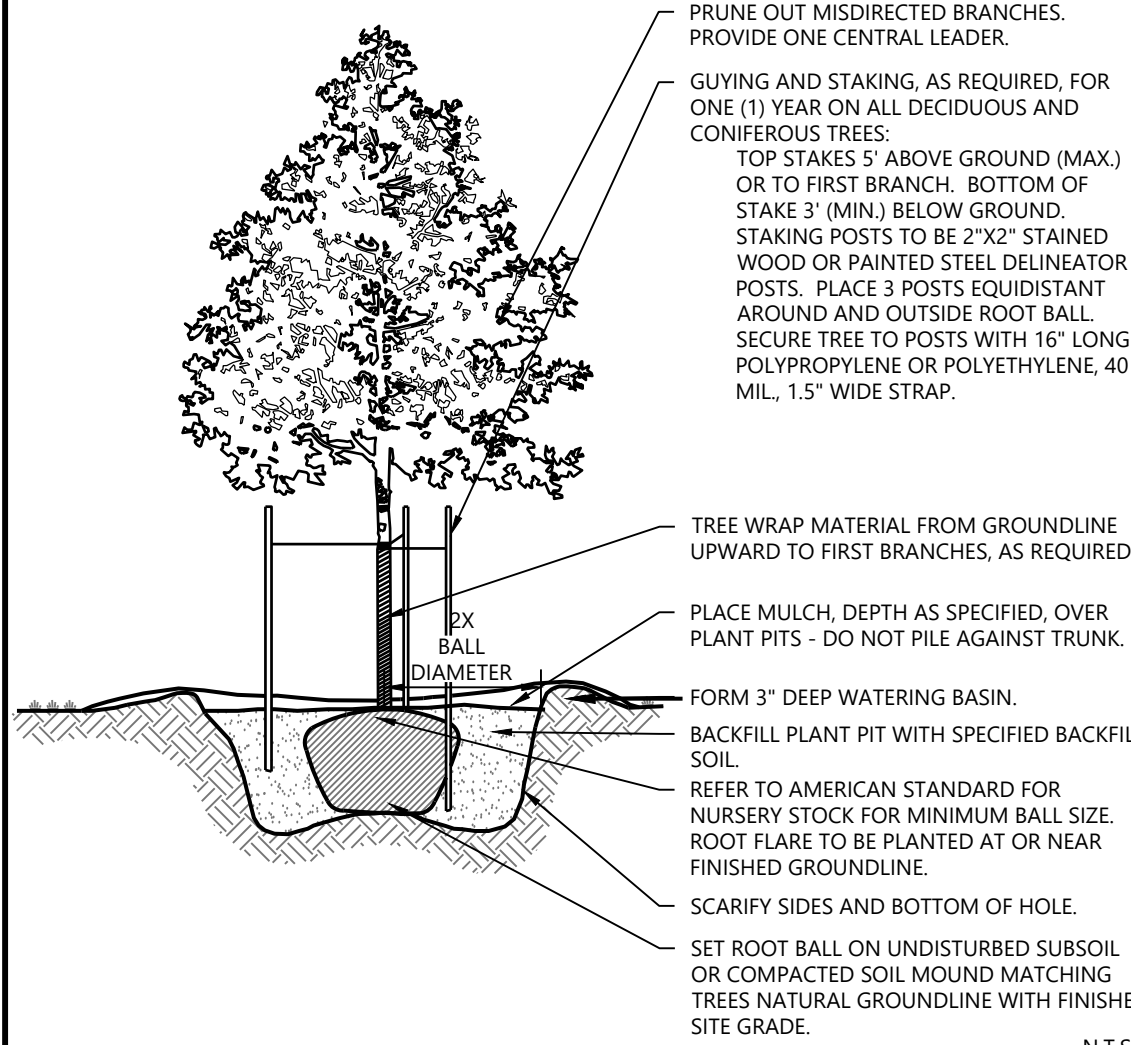
REQUIRED LANDSCAPING:			
FT YARD:	216'	(*.5 = 108 PTS.)	
PARKING LOT:	6	(*.15= 9 PTS.)	
TOTAL POINTS REQUIRED	117		
TOTAL POINTS PROVIDED	138	(4*18=72, 3*22=66, 72+66=138)	
TREES = 18 PTS EA		SHRUBS=3 PTS EA	

LANDSCAPE KEYNOTES

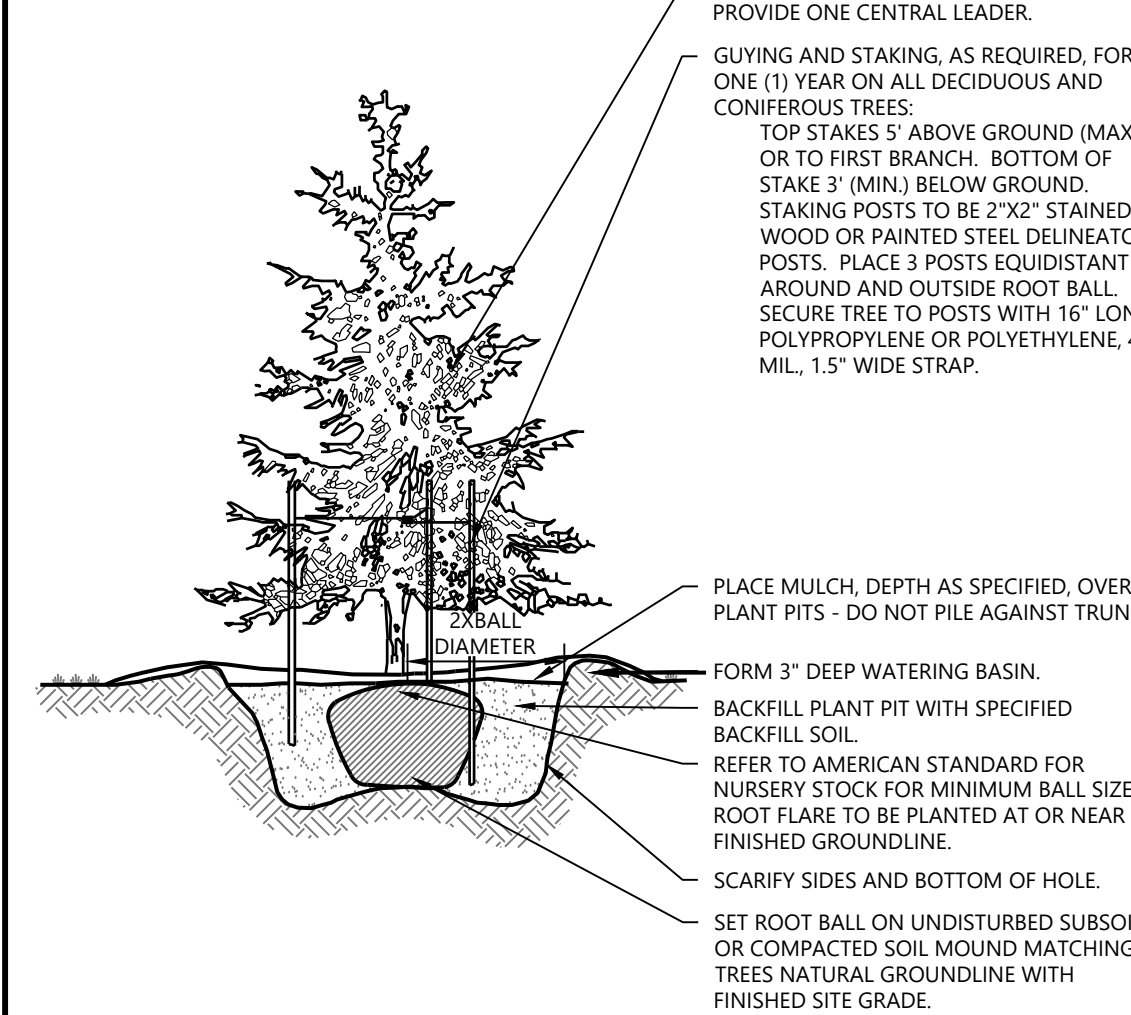
- A SHREDDED HARDWOOD MULCH (TYP.)
- B EDGER (TYP.)
- C SOD AREAS DISTURBED DUE TO GRADING
- D ROCK MULCH



Westwood	SHRUB & PERENNIAL CONTAINER PLANTING	LAST REVISED: 10/23/18
		LA27-C



Westwood	DECIDUOUS TREE PLANTING	LAST REVISED: 10/19/18
		LA28

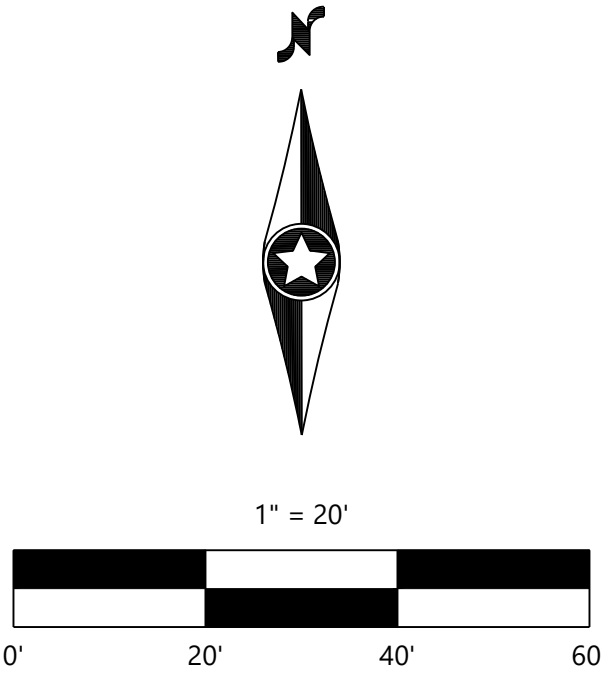


Westwood	EVERGREEN TREE PLANTING	LAST REVISED: 10/19/18
		LA29

PLANTING NOTES

- CONTRACTOR SHALL CONTACT COMMON GROUND ALLIANCE AT 811 OR CALL811.COM TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
- ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
- CONTRACTOR SHALL PROVIDE TWO YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
- ALL PLANTS TO BE SPECIMEN GRADE, ILLINOIS-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS:
ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC.
ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES.
ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES.
ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAFING.
CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
- PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2014 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
- PLANTS TO BE INSTALLED AS PER ILLA & ANSI STANDARD PLANTING PRACTICES.
- PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
- PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/ROOT FLAIR. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
- OPEN TOP OF BURLAP ON BB MATERIALS; REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS.
- PRUNE PLANTS AS NECESSARY - PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
- WRAP ALL SMOOTH-BARKED TREES - FASTEN TOP AND BOTTOM. REMOVE BY APRIL 1ST.
- STAKING OF TREES AS REQUIRED; REPOSITION, PLUMB AND STAKE IF NOT PLUMB AFTER ONE YEAR.
- THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR THE NEED OF ANY SOIL AMENDMENTS.
- BACKFILL SOIL AND TOPSOIL TO ADHERE TO IL/DOT STANDARD SPECIFICATION FOR SELECT TOPSOIL BORROW AND TO BE EXISTING TOP SOIL FROM SITE FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 6" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH TOPSOIL FOR TREE, SHRUBS, AND PERENNIALS.
- MULCH TO BE AT ALL TREE, SHRUB, PERENNIAL, AND MAINTENANCE AREAS. TREE AND SHRUB PLANTING BEDS SHALL HAVE 4" DEPTH OF SHREDDED HARDWOOD MULCH. SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL PLANTS WITHIN TURF AREAS. PERENNIAL AND ORNAMENTAL GRASS BEDS SHALL HAVE 2" DEPTH SHREDDED HARDWOOD MULCH. MULCH TO BE FREE OF DELETERIOUS MATERIAL AND NATURAL COLORED, OR APPROVED EQUAL. ROCK MULCH TO BE BUFF LIMESTONE, 1 1/2" TO 3" DIAMETER, AT MINIMUM 3" DEPTH, OR APPROVED EQUAL. ROCK MULCH TO BE ON COMMERCIAL GRADE FILTER FABRIC, BY TYPAR, OR APPROVED EQUAL WITH NO EXPOSURE. MULCH AND FABRIC TO BE APPROVED BY OWNER PRIOR TO INSTALLATION. MULCH TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
- EDGING TO BE COMMERCIAL GRADE VALLEY-VIEW BLACK DIAMOND (OR EQUAL) POLY EDGING OR SPADED EDGE, AS INDICATED. POLY EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAKED WITH METAL SPIKES NO GREATER THAN 4 FOOT ON CENTER WITH BASE OF TOP BEAD AT GRADE, FOR MOWERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE. SPADED EDGE TO PROVIDE V-SHAPED DEPTH AND WIDTH TO CREATE SEPARATION BETWEEN MULCH AND GRASS. INDIVIDUAL TREE OR SHRUB BEDS TO BE SPADED EDGE, UNLESS NOTED OTHERWISE. EDGING TO MATCH EXISTING CONDITIONS (WHERE APPLICABLE).
- ALL DISTURBED AREAS TO BE SODDED OR SEEDED, UNLESS OTHERWISE NOTED. PARKING LOT ISLANDS TO BE SODDED WITH SHREDDED HARDWOOD MULCH AROUND ALL TREES AND SHRUBS. SOD TO BE STANDARD MINNESOTA GROWN AND HARDY BLUEGRASS MIX, FREE OF LAWN WEEDS. ALL TOPSOIL AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE STAKED. SEED AS SPECIFIED AND PER IL/DOT SPECIFICATIONS. IF NOT INDICATED ON LANDSCAPE PLAN, SEE EROSION CONTROL PLAN.
- PROVIDE IRRIGATION TO ALL PLANTED AREAS ON SITE. IRRIGATION SYSTEM TO BE DESIGN/BUILD BY LANDSCAPE CONTRACTOR. LANDSCAPE CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. CONTRACTOR TO PROVIDE OPERATION MANUALS, AS-BUILT PLANS, AND NORMAL PROGRAMMING. SYSTEM SHALL BE WINTERIZED AND HAVE SPRING STARTUP DURING FIRST YEAR OF OPERATION. SYSTEM SHALL HAVE ONE-YEAR WARRANTY ON ALL PARTS AND LABOR. ALL INFORMATION ABOUT INSTALLATION AND SCHEDULING CAN BE OBTAINED FROM THE GENERAL CONTRACTOR.
- CONTRACTOR SHALL PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED OR IRRIGATION SYSTEM IS OPERATIONAL. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.
- REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY ROADWAY BOULEVARD AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.
- REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance



ISSUED FOR PERMITS

DESIGNED:	01/24/2024
CHECKED:	
DRAWN:	02/15/2024
HORIZONTAL SCALE: 20'	
VERTICAL SCALE: 4' OR 2'	

PREPARED FOR:
CLEAN FREAK CAR WASH
1130 W. WARNER RD.
TEMPE, AZ 85284



EXPIRES: 8/31/2025

CLEAN FREAK POWERED BY CIRCLE K
3840 N MILK JR BLVD
DECATUR, IL

Westwood
2701 Whiteaker Drive, Suite #300
Minnetonka, MN 55343
Phone: (952) 892-5150
Fax: (952) 892-5822
Toll Free: (888) 997-5150
westwoods.com
Westwood Professional Services, Inc.

LANDSCAPE PLAN

SHEET NUMBER:

L100

DATE: 01/24/2024

PROJECT NUMBER: 0050895.00

CLEAN FREAK POWERED BY CIRCLE K

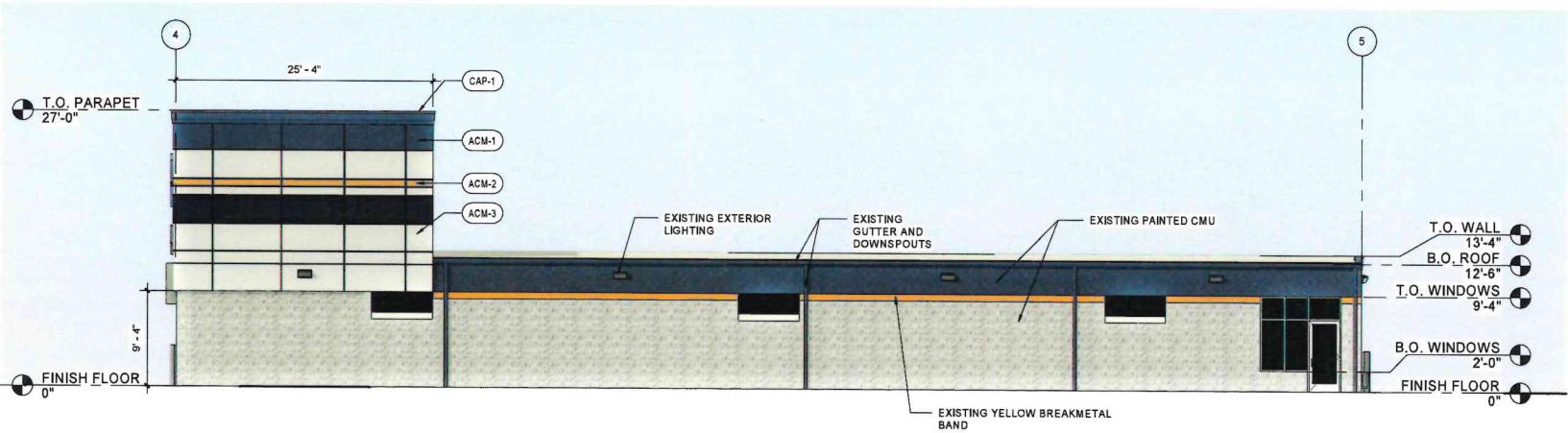
EXTERIOR FINISH SCHEDULE				
MARK	MATERIAL	MANUFACTURER	COLOR	NOTES
ACM-1	ACM PANEL	APOLICH/D	COLOR TO MATCH RAINSTORM BLUE	
ACM-2	ACM PANEL	APOLICH/D	COLOR TO MATCH RAINSTORM YELLOW	
ACM-3	ACM PANEL	APOLICH/D	COLOR TO MATCH EXISTING GRAY CMU	
CAP-1	PARAPET CAP		COLOR TO MATCH RAINSTORM BLUE	20 GA. METAL



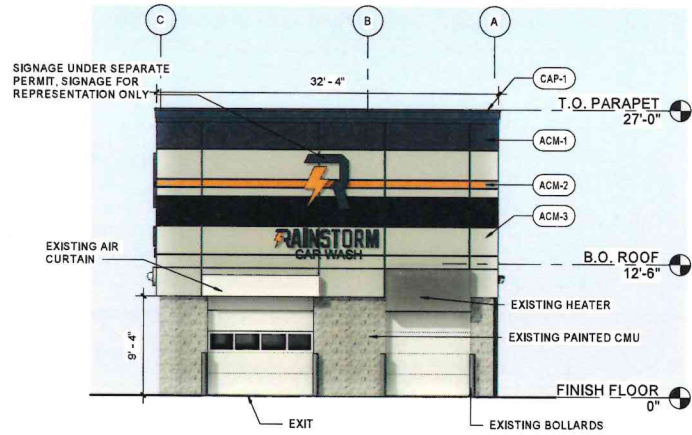
6 EXIT TUNNEL



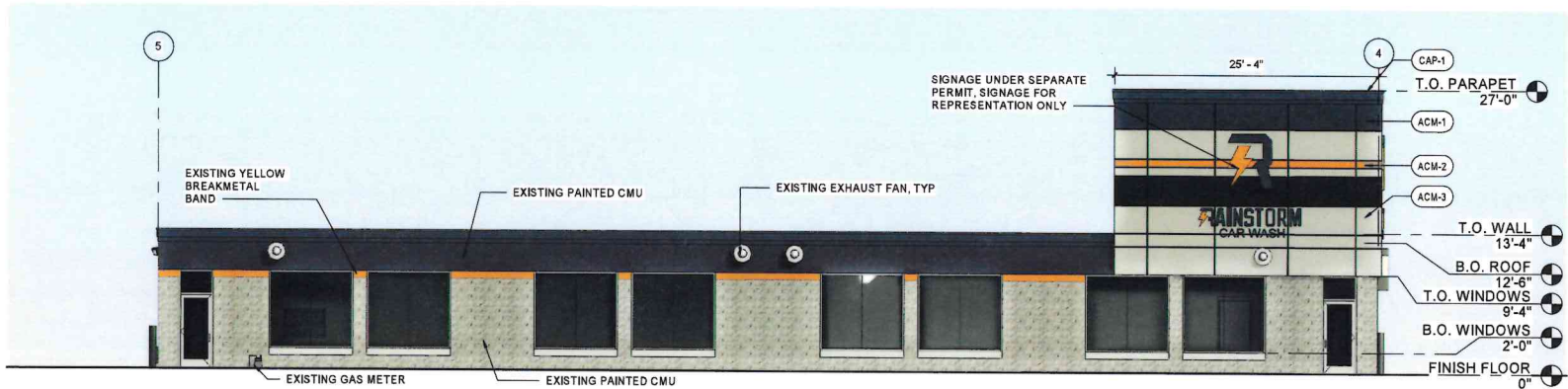
5 ENTRY TUNNEL



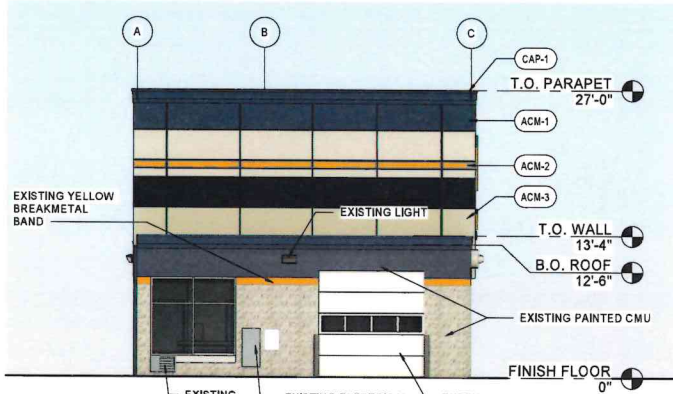
4 LEFT ELEVATION
1/8" = 1'-0"



3 TUNNEL EXIT ELEVATION
1/8" = 1'-0"



2 RIGHT ELEVATION
1/8" = 1'-0"



1 TUNNEL ENTRY ELEVATION
1/8" = 1'-0"

HFA
HFA-AE, LTD.
t 479.273.7780
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
www.hfa-ae.com

STIPULATION FOR REUSE
THIS DRAWING WAS PREPARED FOR USE AT THE PROJECT SITE ONLY. IT IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF HFA-AE, LTD. ANY REUSE OF THIS DRAWING FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF HFA-AE, LTD. IS CONTRARY TO THE LAW.

RAINSTORM

3840 N. MARTIN LUTHER KING DR.
DECATUR, IL 68429
JOB NUMBER: 06-23-51001

ISSUE BLOCK	

CHECKED BY:	JMC
DRAWN BY:	MND
DOCUMENT DATE:	02/14/24

NOT FOR CONSTRUCTION

EXTERIOR COLOR ELEVATIONS

SHEET:
A201

**MINUTES OF THE MEETING
OF THE
DECATUR CITY PLAN COMMISSION**

Thursday, March 14, 2024
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The March 14, 2024, meeting of the Decatur City Plan Commission was called to order at 3:17 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman James Schwarz who determined a quorum was present.

Members Present: Matt Naber, Bobby Garner, Andrew Taylor, Josh Prasun, James Oliver, James Schwarz

Members Absent: Jason Drake, A.G Webber, Susie Peck, Maurice Payne

Staff Present: Joselyn Stewart, Amy Waks, Deanna Buck, Greg Crowe, Amanda Wiese, Jim Edwards

II. Approval of Minutes of the February 1, 2024, City Plan Commission Meeting

It was moved and seconded (Matt Naber/Andrew Taylor) to approve the minutes of the February 1, 2024, meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

A. Case No. 24-04 Petition of CHRISTY AND TIM WILDERMAN to rezone property located at 4210 E. LAKEWOOD AVE from R-1 Single Family Residence District to R-3 Single Family Residence District.

It was moved and seconded (Matt Naber/Andrew Taylor) to forward Case No. 24-04 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Maurice Payne, Andrew Taylor, Josh Prasun, James Oliver, voted aye. Motion carried.

B. Case No. 24-05 Petition of ELLIOT CHRISTENSEN, Westwood Professional Services to amend the Conditional Use Permit at 3840 N. MARTIN LUTHER KING JR. DR. in the B-2 Commercial District.

It was moved and seconded (Matt Naber/Andrew Taylor) to forward Case No. 24-05 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Dalton Cunningham, District Manager, was sworn in by Deanna Buck. Dalton stated that they want to improve the facility.

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Maurice Payne, Andrew Taylor, Josh Prasun, James Oliver, voted aye. Motion carried.

IV. Appearance of Citizens

No citizens expressed comments.

V. Comments and Information from Commission Members

None

VI. Adjournment

There being no further business, it was moved and seconded (Andrew Taylor / Maurice Payne) to adjourn the meeting.

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Andrew Taylor, Josh Prasun, James Oliver, James Schwarz voted aye.

Chairman James Schwarz declared the meeting adjourned at 3:27 P.M.

James Schwarz, Secretary, Decatur City Plan Commission

STAFF REPORT

Decatur City Plan Commission

Hearing Date March 7, 2024
Case No. 24-05
Property Location 3840 North Martin Luther King, Jr. Drive
Request Amend Conditional Use Permit
Petitioner Elliot Christensen, Westwood Professional Services
Representative Jeff Westendorf, Project Manager

BACKGROUND

The subject site is approximately .75 acres and is currently developed as Rainstorm Carwash.

In July of 2008, the petitioner was granted a Conditional Use Permit (CUP) by the City Council (Ordinance No. 2008-45) to allow for a carwash to be constructed in a B-2 Commercial District. This permit allowed for six (6) parking stalls and seven (7) vacuums.

The CUP was once again amended to reduce the number of parking stalls from six (6) stalls to five (5) parking stalls and to also increase the number of vacuums on site from seven (7) to ten (10) vacuums. This amendment was approved by City Council on November 17, 2008 (Ordinance No. 2008-85).

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Carwash	B-2	Retail
North	Undeveloped/Single-Family Residence District	B-2/R-1	Retail/ Residential – Low Density
South	Commercial	B-2	Retail
East	Commercial/Single-Family Residence District	B-2, R-1	Retail, Residential – Low Density, Institutional
West	Single-Family Residence District	R-1	Residential – Low Density

PROJECT DESCRIPTION

The petitioner is requesting to amend the approved B-2 CUP to allow the following: 1.) New pay station/entry equipment; 2.) New vacuum equipment; 3.) Additional vacuum stall parking; 4.) Additional employee parking; 5.) New landscape plantings to bring site back into compliance with previously approved CUP, including 3 overstory trees and 27 shrubs; and 6.) There will be no changes to the footprint of the existing building; however, they will be extending the height on the south end of the building. All changes will only occur within the extents of the current site.

STAFF ANALYSIS

The proposed amendment to the CUP will allow the petitioner the highest and best use of the site. Staff supports the proposed amendments to the CUP. Staff believes the proposed variations to the approved CUP are compatible with the B-2 zoning as well as the neighboring commercial uses.

The proposed amendments to the facility do not appear that they will cause substantial injury to the value of other properties in the neighborhood. The proposed carwash will still be located next to a large gas station as well as next to an office warehouse building along Martin Luther King, Jr. Drive. The amendments meet all applicable City codes and standards.

STAFF RECOMMENDATION

Staff recommends approval of the Conditional Use Permit amendment as submitted with the following conditions:

1. A detailed Site Plan shall be submitted to and approved by the Economic and Community Development Department and the Department of Public Works prior to the issuance of a permit.
2. Submit sealed building drawings for Commercial Building Plan Review.
3. A landscape bond in the amount of \$2,700.00 will be required.

PLAN COMMISSION ACTION


Section XXIII.A.2. requires the Plan Commission to hold a public hearing on a conditional use request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case No. 24-05 to City Council by the Plan Commission with a recommendation is warranted.

This report constitutes the testimony and recommendation of the Planning and Development Division, Economic and Community Development Department, City of Decatur.

Joselyn Stewart
Senior Transportation and Land Use Planner

ATTACHMENTS

1. Petition
2. Location Map

	City of Decatur, Illinois	
	PETITION FOR REZONING	
	<i>Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois</i> Economic and Urban Development Department One Gary K. Anderson Plaza Decatur, Illinois 62523-1196	
		424-2793 FAX 424-2728

Please Type

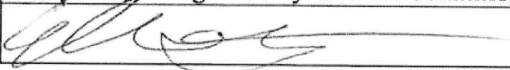
SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	ELLIOT CHRISTENSEN, WESTWOOD PROFESSIONAL SERVICES				
Address	12701 WHITEWATER DRIVE SUITE 300				
City	MINNETONKA	State	MINNESOTA	Zip	55343
Telephone	952.697.5726	Fax		E-mail	elliott.christensen@westwoodps.com
Property Owner	STORE Master Funding XII, LLC				
Address	8377 E HARTFORD DR SUITE 100				
City	SCOTTSDALE	State	ARIZONA	Zip	85255
Telephone	480.256.1100	Fax		E-mail	customerservice@storecapital.com
Representative	WALTER RUDD				
Address	1130 W WARNER RD				
City	TEMPE	State	ARIZONA	Zip	85284
Telephone	520.906.0471	Fax		E-mail	walter.rudd@truebluecw.com

SECTION TWO: SITE INFORMATION						
Street Address	3840 N MARTIN LUTHER KING JR DR., DECATUR, ILL 62526					
Legal Description	SEC 26-17-2E DOWD-KALTENBACH THIRD ADD LT 2					
Present Zoning	<input type="checkbox"/> R-1	<input type="checkbox"/> R-2	<input type="checkbox"/> R-3	<input type="checkbox"/> R-5	<input type="checkbox"/> R-6	Is this property a Planned Unit Development? <input type="checkbox"/> YES Approval Date: _____ <input type="checkbox"/> NO
	<input type="checkbox"/> B-1	<input checked="" type="checkbox"/> B-2	<input type="checkbox"/> B-3	<input type="checkbox"/> B-4	<input type="checkbox"/> O-1	
	<input type="checkbox"/> M-1	<input type="checkbox"/> M-2	<input type="checkbox"/> M-3	<input type="checkbox"/> PMR-1		
Please list all improvements on the site:						
Size of Tract	.75	<input type="checkbox"/> SF	<input checked="" type="checkbox"/> AC			

SECTION THREE: REQUESTED ACTION						
Rezoned Property To:	<input type="checkbox"/> R-1	<input type="checkbox"/> R-2	<input type="checkbox"/> R-3	<input type="checkbox"/> R-5	<input type="checkbox"/> R-6	Will this property be a Planned Unit Development? <input type="checkbox"/> YES <input type="checkbox"/> NO
	<input type="checkbox"/> B-1	<input type="checkbox"/> B-2	<input type="checkbox"/> B-3	<input type="checkbox"/> B-4	<input type="checkbox"/> O-1	
	<input type="checkbox"/> M-1	<input type="checkbox"/> M-2	<input type="checkbox"/> M-3	<input type="checkbox"/> PMR-1		
Other:	AMEND PREVIOUSLY APPROVED CUP (ORDINANCE 2008-45)					

Section Three Continued	
Purpose	<i>Please state the purpose of the proposed rezoning.</i>
THE ADDITION OF PARKING SPACES HAS CREATED THE NEED TO AMEND PREVIOUSLY APPROVED CUP (ORD. 2008-45).	

SECTION FOUR: JUSTIFICATION
<i>The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):</i>
THE SITE IMPROVEMENTS BEING MADE INCLUDE: NEW PAY STATION/ENTRY EQUIPMENT, NEW VACUUM EQUIPMENT, ADDITIONAL VACUUM STALL PARKING, ADDITIONAL EMPLOYEE PARKING, NEW LANDSCAPE PLANTINGS TO BRING SITE BACK INTO COMPLIANCE WITH PREVIOUSLY APPROVED CUP INCLUDING 3 OVERSTORY TREES and 27 SHRUBS. THERE WILL BE NO CHANGES TO THE FOOTPRINT OF THE EXISTING BUILDING, AND ALL CHANGES WILL ONLY OCCUR WITHIN THE EXTENTS OF THE CURRENT USE.

SECTION FIVE: CERTIFICATION	
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.
Petitioner's Signature	 Date 1/25/2024

NOTES:	
<ol style="list-style-type: none"> 1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees. 2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council. 3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal. 4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process. 	

OFFICE USE ONLY	
Date Filed	
By	

3840 NORTH MARTIN LUTHER KING JR. DRIVE



2/29/2024, 11:58:51 AM

Roads (small scale)

<all other values>

Interstate Highway

State Route or U.S. Highway

Arterial

Residential

County Highway

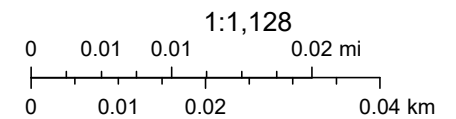
Railroad Tracks

Override 1

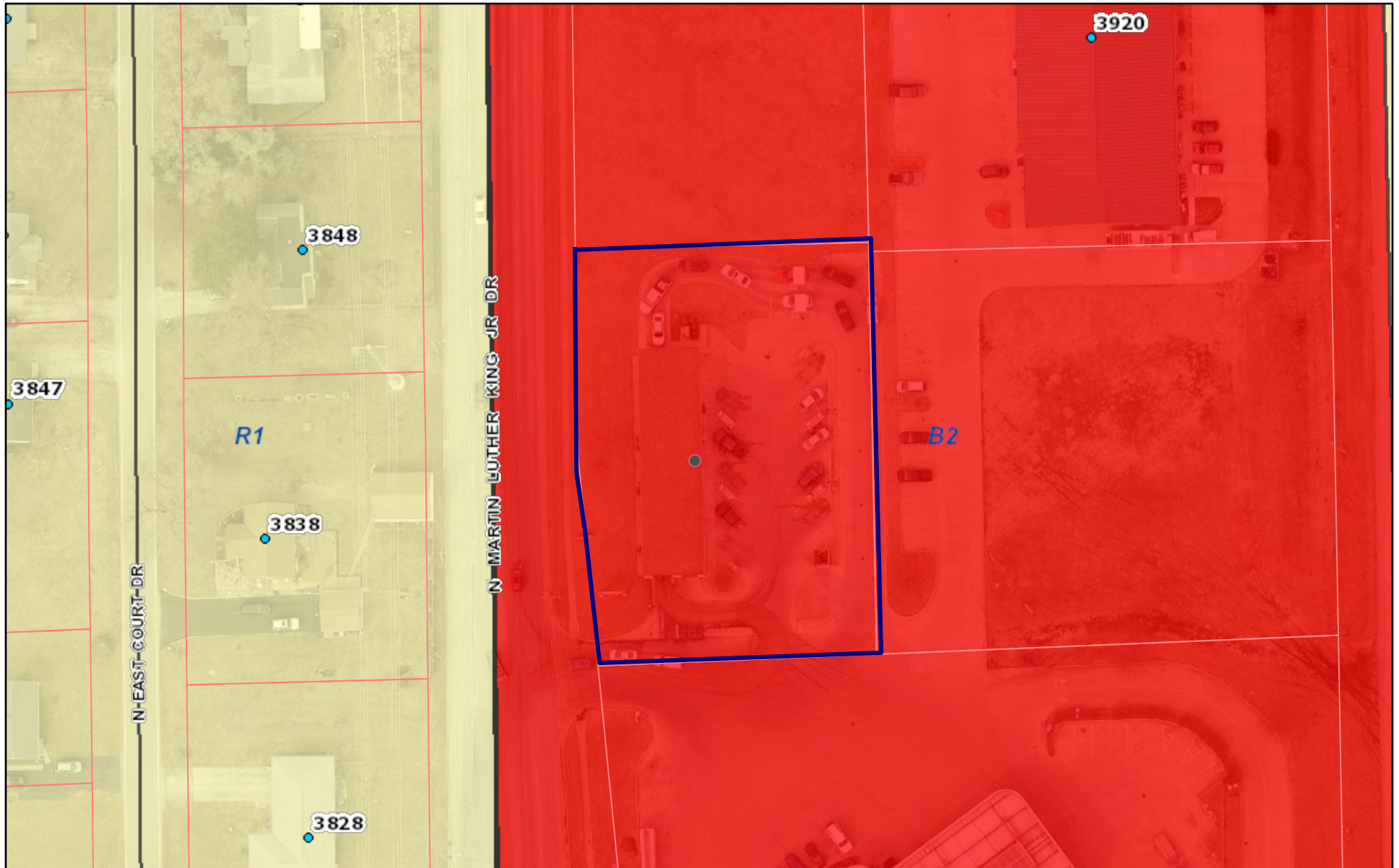
Parcels (from Macon County GIS)

Addresses

Decatur City Limits



3840 NORTH MARTIN LUTHER KING JR. DRIVE

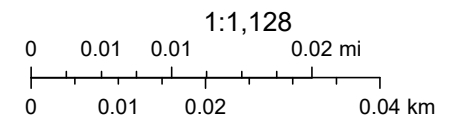


2/29/2024, 12:03:09 PM

Roads (small scale) State Route or U.S. Highway County Highway Parcels (from Macon County GIS)

<all other values> Arterial Railroad Tracks Addresses

Interstate Highway Residential Override 1 Decatur City Limits



City of Decatur, IL

Public Works

DATE: 3/25/2024

MEMO: 2024-46

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Paul Caswell, P.E., City Engineer
Robert Weil, P.E., Assistant City Engineer

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Construction Contract with Henson Robinson Company, Inc. for the Chemical Feed Upgrades and Bulk Water Upgrades

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolutions:

1. Resolution awarding a contract in the amount of \$5,378,271.00 for the Chemical Feed Upgrades and Bulk Water Upgrades, City Projects 2022-02 and 2022-16, with Henson Robinson Company, Inc. as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest.

Attachments to the Resolution include all contract documents except for standard “boilerplate” language and project specific drawings and specifications, general conditions, and standard provisions, common to all City Contracts. Anyone wishing to review the full set of contract documents may obtain copies from the City Clerk.

2. Resolution authorizing a professional services agreement with Crawford, Murphy and Tilly for construction support in the amount of \$350,000.

BACKGROUND: **Project Description**

The Chemical Feed Upgrades project, City Project 2022-02 and the Bulk Water Upgrades project, City Project 2022-16 are similar projects that were designed separately but were bundled together to attract more competitive bids.

Chemical Feed Upgrades - The purpose of the Chemical Feed Upgrades project is to replace

essential chemical feed equipment that dates back to 1988 when the SWTP was originally built. Technology has evolved over the past 35 years and will be updated where cost-effective. Specifically, improvements will be made to the following chemical feed systems: lime, chlorine gas, chlorine dioxide, cationic polymer, powdered activated carbon slurry, sodium bisulfite, polyphosphate, sodium hydroxide, and fluoride.

For lime the base bid includes replacing existing equipment with four new high density hydrated lime feed systems and control panels. The alternate bid includes replacing existing equipment with four new pebble lime slaker feed system with control panels. Existing bulk storage liquid gas feed system will be replaced with a new bulk storage vacuum gas feed system. All chlorine gas PVC piping will be replaced with new PE piping. Adding a new chlorine dioxide generator to match the existing one to remain for one duty / one stand-by operation. Replacement of existing roto-dips system with three new peristaltic tube pumps for feeding powdered activated carbon. Replacement of existing metering pumps and piping for polyphosphate, sodium hydroxide, sodium bisulfite, fluoride, and cationic polymer.

Bulk Water Upgrades - The City's bulk water dispenser is located near the north side of the dam and provides access for large water users to fill tanks on a pay as you go basis. The current system was constructed in 1988 and is outmoded and difficult to maintain. The Bulk Water Upgrades project will replace the vintage 1988 equipment and upgrade the payment and dispensing technology. It includes structural, electrical, plumbing, mechanical, exterior concrete and control upgrades.

Public Bid Letting Results

The project was advertised on January 24, 2024, and bids were opened on March 20, 2024. Numerous bidders were contacted, but only two bids were received. The bid results are as follows:

Bidder	Base Bid	Compared to Engineer's Est. Over (Under)
Henson Robinson Company, Inc.	\$5,378,271.00	(25.1%)
Christy-Folz, Inc.	\$6,202,575.00	(13.7%)
Engineer's Estimate	\$7,185,000.00	-

Lime Slaking Alternates

During the September 25, 2023, Council study session held at the South Water Treatment Plant, particular attention was paid to the outdated lime system and the desire replace it with a more modern high density hydrated lime feed system. There are significant advantages to upgrading the lime feed system to high-density lime technology.

The current lime slaker design was first used for water treatment in 1841. It uses a material called pebble lime, which is basically crushed limestone that has been burned in an oven. Pebble lime is mixed with water and fed into the water treatment process to soften the water. The pebble lime process is effective but very labor-intensive in terms of operation and maintenance and is being replaced in the water industry by a new design using hydrated lime.

A technical memo comparing the two processes and costs is attached.

The new hydrated lime process has many benefits, but cost is a factor. The cost-benefit analysis estimates that the hydrated lime alternate has higher capital costs (about \$2 Million) and slightly higher material costs (about 4%) but lower electrical usage, part replacement, contracted repairs and labor. After accounting for all of the above, the 20-year life cycle costs were estimated to be \$3,356,000 lower for hydrated lime than for replacing the current pebble lime system in kind. The bid cost for replacing the current lime system to the newer technology is \$1.5 million and is included in the current bid price. This is well within the life cycle costs savings estimated for the change. Staff recommends going forward with the new lime slaking technology which is included in the base bid.

MINORITY PARTICIPATION GOALS:

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

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

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises (MBE) if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount should be for the purchase of goods, material, and equipment to MBE; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.
3. If the use of Minority Business Enterprise meets or exceeds 20% of the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of \$50,000.

The bid proposal from Henson Robinson did not meet the MBE participation goal, and staff asked them for documentation of their good faith efforts in meeting this goal. The attached response letter from Henson Robinson outlined their efforts and laid out a written plan to increase MBE participation in the project. They noted that this project calls for highly specialized equipment with only a few available subcontractors but that they will be able to meet the goal with MBE supplier(s). Henson Robinson also confirmed in writing their intent to use at least 18% MBE labor on the project. The Public Works Department finds Henson Robinson's plan to be acceptable and consistent with the goals of the MBE ordinance.

SCHEDULE:

Work on this project is expected to start in May 2024 and be complete by October 31, 2025. A separate completion date of October 31, 2024 has been specified for the Bulk Water Station upgrades. The specifications also call for the Bulk Water Station to be taken out of service for no more than 30 days.

LEGAL REVIEW: The project plans and specifications were provided to the Legal Department for review on January 12, 2024.

PRIOR COUNCIL ACTION:

1. **July 12, 2022** – Study session in which the Mayor and City Council were briefed on the Water Utility Long Term Sustainability Plan, which recommended replacement of aging electrical equipment at the South Water Treatment Plant.
2. **July 18, 2022** – Approval of a consulting services agreement with Crawford, Murphy and Tilly (CMT) to design four improvement projects identified in the Water Utility Long Term Sustainability Plan, including the Chemical Feed Upgrades, City Project 2022-02 and the Bulk Water Upgrades, City Project 2022-16.
3. **September 25, 2023** – Study session in which the Mayor and City Council received a tour of the South Water Treatment Plant and observed some of the 35-year old chemical feed equipment. Particular attention was paid to the outdated lime system and the treatment plant staff's desire replace it with a new high density hydrated lime feed system. It was decided to include it in the bid and then make a recommendation when the costs are known.

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

INPUT FROM OTHER SOURCES: Input was received from Crawford, Murphy and Tilly as well as Mississippi Lime Company, the supplier for both pebble lime and hydrated lime.

STAFF REFERENCE: Matt Newell, Public Works Director, Paul Caswell, City Engineer, and Robert Weil, Assistant City Engineer (Water Utility). Paul Caswell 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 adopted budget is based on an estimate of \$7,775,000 for both projects. The total cost of the construction contract and the professional engineering contract for construction support is \$5,728,271, resulting in a positive budget impact of \$2,046,729. This will allow additional projects to be completed with Fund 89, the Water Bond Fund.

Considerable attention has been given to financial options for making sure that the City has sufficient funds to sustain and support this and other water system supply capital cost in the years ahead. Therefore, the cost of this project has been added to the planned bond issue also included on the April 15th agenda.

The alternate bid proposes a deduct in the amount of \$1,537,369.00, which represents the cost savings if the City were to retain the existing pebble lime feed system. Since the potential \$3,500,000 life cycle cost savings for the hydrated lime system is far larger than the amount of the alternate bid, staff recommends awarding only the base bid, which will provide the more efficient, modern hydrated lime system.

Staff Impact: Staff has allocated time to manage this project.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Construction Contract with Henson Robinson Company, Inc. for the Chemical Feed Upgrades and Bulk Water Upgrades	Resolution Letter
Bid Tab	Backup Material
Technical Memorandum	Backup Material
Recommendation Letter	Backup Material
MBE Submittal	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH HENSON ROBINSON COMPANY, INC. FOR THE
CHEMICAL FEED UPGRADES AND BULK WATER UPGRADES**

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

Section 1. That the tabulation of bids received for Chemical Feed Upgrades and Bulk Water Upgrades, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Henson Robinson Company, Inc. in the amount of \$5,378,271.00 be, and it is hereby accepted, and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Henson Robinson Company, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$5,378,271.00.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of \$50,000 as a bonus.

PRESENTED and ADOPTED this 15th day of April 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

CONTRACT

THIS CONTRACT, made and entered into this 15th day of April, 2024 by and between the City of Decatur, Illinois, hereinafter called "Owner", and HENSON ROBINSON COMPANY hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with "***Chemical Feed Upgrades and Bulk Water Upgrades, 2022-02 and 2022-16***", all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **The Completion Date for this project is *October 31, 2025*.** The Contractor shall complete all work subject to the date on or before the specified date.
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond
Addenda

Special Provisions
Project Drawings
Standard Drawings
Special Conditions
General Conditions
Supplemental Specifications
Standard Specifications
Appendices

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Contract
3. Addenda
4. Special Provisions
5. Project Drawings
6. Standard Drawings
7. Appendices to the Project Manual
8. Special Conditions
9. General Conditions
10. Supplemental Specifications
11. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

HENSON ROBINSON COMPANY

SECRETARY (Corporate Seal)

By _____
PRESIDENT



CONTRACT BOND

Project **CHEMICAL FEED UPGRADES AND BULK WATER UPGRADES**

Project Number **2022-02 and 2022-16**

We, **HENSON ROBINSON COMPANY, 3550 GREAT NORTHERN AVE., SPRINGFIELD, IL 62711**

a/an) ☒ Individual ☒ Co-partnership ☒ Corporation organized under the laws of _____, as
PRINCIPAL, _____

----- as SURETY,
are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of

Five Million, Three Hundred–Seventy-Eight Thousand, Two Hundred Seventy-One Dollars and 00/100---
_____ Dollars (\$5,378,271.00), lawful money of
United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our
heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this
instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

HENSON ROBINSON COMPANY

(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D.

My commission expires _____

Notary Public (SEAL)

SURETY

By: _____
(Signature of Attorney-in-Fact)

(Name of Surety)

STATE OF ILLINOIS,

(SEAL)

COUNTY OF _____

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

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D.

My commission expires _____

Notary Public (SEAL)

CITY OF DECATUR

Approved this _____ 15th _____ day of _____ April _____, A.D. 2024

Attest:

City Council

Kim Althoff, City Clerk

City of Decatur, Illinois

Julie Moore Wolfe, Mayor

RETURN WITH BID

**CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS**

for

**CHEMICAL FEED UPGRADES AND BULK WATER UPGRADES
CITY PROJECTS 2022-02 AND 2022-16**

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

CHEMICAL FEED UPGRADE	2022-02	\$ <u>4,896,833.⁰⁰</u>
BULK WATER UPGRADES	2022-16	\$ <u>181,438.⁰⁰</u>

Alterations, cancellations, extensions, deductions and extra work \$ 300,000

TOTAL LUMP SUM BID PRICE FOR BASE BID \$ 5,378,271.⁰⁰

TOTAL LUMP SUM BID PRICE FOR BASE BID IN WORDS

Five Million Three Hundred Seventy-eight thousand
Two Hundred Seventy-one Dollars

2.02 REPLACE page number 21 with the attached page number 21, and use this page for the Bid Proposal

RETURN WITH BID

The BIDDER agrees to accept as full payment for the work proposed as an additive or deductive alternate under this project as herein specified and as shown on the Drawings, based upon the undersigned's own estimate of quantities and costs and the following Alternate Bid Item Price. The BIDDER agrees that the alternate bid item price represents a true measure of the labor and materials required to perform the Work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Additive or Deductive Alternate Bid prices are not to be included in the Total Lump Sum Bid Amount. The Owner may or may not accept any or all of the Additive or Deductive alternate bid items, with the base bid work at the owner's sole discretion.

ALTERNATE BID

ALTERNATE BID IS TO PROVIDE AND INSTALL FOUR (4) NEW PEBBLE LIME SLAKER FEED SYSTEMS IN LIEU OF THE FOUR (4) NEW HIGH DENSITY HYDRATED LIME FEED SYSTEMS.

Cost to be (circle one) ADDED or DEDUCTED from the Base Bid Cost \$ 1,532,369.00

Cost to be (circle one) ADDED or DEDUCTED from the Base Bid Cost in words:

One Million Five Hundred Thirty-Six Thousand.
Three Hundred Sixty-nine dollars

Project Name: Chemical Feed Upgrades and Bulk Water Upgrades Project Number: 2022-02 & 2022-16 Bid Date: March 20, 2024 Time: 11:00 A.M. Fund: Water Bonds Organization Code: 89438902 Object Code: 497000	Engineer's Estimate City Engineering Division	Henson Robinson Company 3550 Great Northern Ave. SPRINGFIELD, IL 62711 CONTACT PERSON Zack Alderman (217) 544-8451 zalderman@henson-robinson.com	Christy-Foltz, Inc. 740 S. Main St. DECATUR, IL 62521 CONTACT PERSON Mitch Schinzler (217) 428-8601 mitchs@christy-foltz.com
CHEMICAL FEED UPGRADE 2022-02	\$6,710,000.00	\$4,896,833.00	\$83,000.00
BULK WATER UPGRADES 2022-16	\$175,000.00	\$181,438.00	\$5,819,575.00
Alterations, cancellations, extensions, deductions, and extra work	\$300,000.00	\$300,000.00	\$300,000.00
TOTAL BID (AS CORRECTED)	\$7,185,000.00	\$5,378,271.00	\$6,202,575.00
Percent Over Under Engineers Estimate		-25.15%	-13.67%
ALTERNATE BID			
NEW PEBBLE LIME SLAKER FEED SYSTEMS	-\$2,210,000.00	-\$1,537,369.00	-\$1,465,823.00
Base Bid + Alternate Bid	\$4,975,000.00	\$3,840,902.00	\$4,736,752.00



Robert Weil, Assistant City Engineer

4/12/24

Date

Memorandum

From: Robert Weil, Assistant City Engineer (Water Utility) 

To: Matt Newell, Public Works Director
Paul Caswell, City Engineer
Keith Alexander, Water Production Manager

Date: March 25, 2024

Subject: Lime Treatment Alternatives

Background

This memo is to provide additional background information to assist the City Council in weighing the costs and benefits of upgrading the existing pebble lime system versus upgrading to the new hydrated lime technology. CMT prepared a technical analysis of both options in December 2022 and found that the hydrated lime system was less costly over the life cycle of the system. This memo provides further justification for the switch to hydrated lime, based on operational and risk considerations.

I would like to thank David Cox, the area sales representative for Mississippi Lime Company for reviewing a initial draft of this memo and providing input to the final version.

Analysis

As discussed at the City Council study session on September 25, 2023, there would be significant advantages to upgrading the chemical feed system for lime (calcium oxide, CaO) to a new technology.

The current design, which was first used for water treatment in 1841, uses calcium oxide (CaO), commonly referred to as pebble lime or “quicklime”. Pebble lime is a highly reactive chemical grade product that is used in a water treatment application as a water softener by removing calcium and magnesium ions and raising the pH level. Through this process, quicklime is mixed with water, which is referred to as “slaking”, at which time a chemical reaction that produces heat in upwards of 170-185° F.

While historically and widely used, pebble lime is not popular with water treatment operators due to the safety risks, high maintenance and challenges associated with monitoring and controlling the chemical reaction. The amount of calcium oxide produced by the lime slaker depends on a range of factors that are difficult to account for, including the quality of the pebble lime, water temperature, and efficiency of the chemical reaction. If one of the factors changes, the process can become imbalanced and unstable due to excessive heat being generated. To recover, the equipment usually requires a shutdown, and a standby lime slaker has to be brought on-line. This can be a time-consuming process in which it is not uncommon for systems to be out of service for a period of time without dosing and treating water resulting in overall water quality being supplied.

Safety and maintenance are also large contributing factors associated with a slaking process of quicklime. During this process, the chemical reaction produces elevated temperatures which come with various safety concerns if not properly managed along with propensity for lime burns if exposed to

human skin or eye contact. During this process, quicklime is made into a slurry liquid at which limestone fines called “grit” will fall out of suspension and settle in the slaker equipment and distribution feed troughs. The distribution feed troughs and slaking equipment regularly requires cleaning of the grit deposits and discarded accordingly. Over time, the limes form heavy, hard scale deposits (much like you would see in an underground cave or cavern), to which abrasive cleaning and chipping is required to remove the deposits. All of these activities increase the chances of human contact that has the potential for injury or burns.

To summarize the intensive maintenance associated with pebble quicklime, the following actions are required of a plant operator during the course of shift work. As pebble lime is discharged into the system, constant monitoring of temperatures, grit, and build up are a critical function that at any time could result in plant shutdown and cleaning. Feed troughs and slaking equipment are constantly monitored and scraping of grit is required to keep the feed systems operating. Slakers are to come on- and off-line for as needed, maintenance, cleaning and repair due to the abrasive nature of the grit in the distribution systems. And lastly, full system chipping of scaling can be expected annually which requires labor-intensive maintenance.

Due to these safety and maintenance challenges, the water industry is seeing a growing interest and adoption of water treatment engineers designing and recommending the use of hydrated lime through a high-density slurry make down system. With a high-density system, water treatment plants can benefit in having less safety risk and operational expense associated with the grit removal processes and required maintenance. With high density systems typically being a relatively closed loop system, the risk associated with chemical burns can be reduced.

Hydrated lime Ca(OH)_2 (or calcium hydroxide) is a powder form of chemical lime that is derived from taking quicklime, adding water in a controlled environment called a “hydrator” to which a highly pure form of lime is produced. The hydration process takes place at the lime suppliers’ facility where they have quality assurance and equipment in place to monitor, sample and test the reaction process to produce a finished product to within required specifications to be provided to end user customers. Through the hydration process, just the right amount of water is added for the chemical reaction to be achieved by which the impure “grit” is removed leaving a more pure and concentrated form of calcium hydroxide.

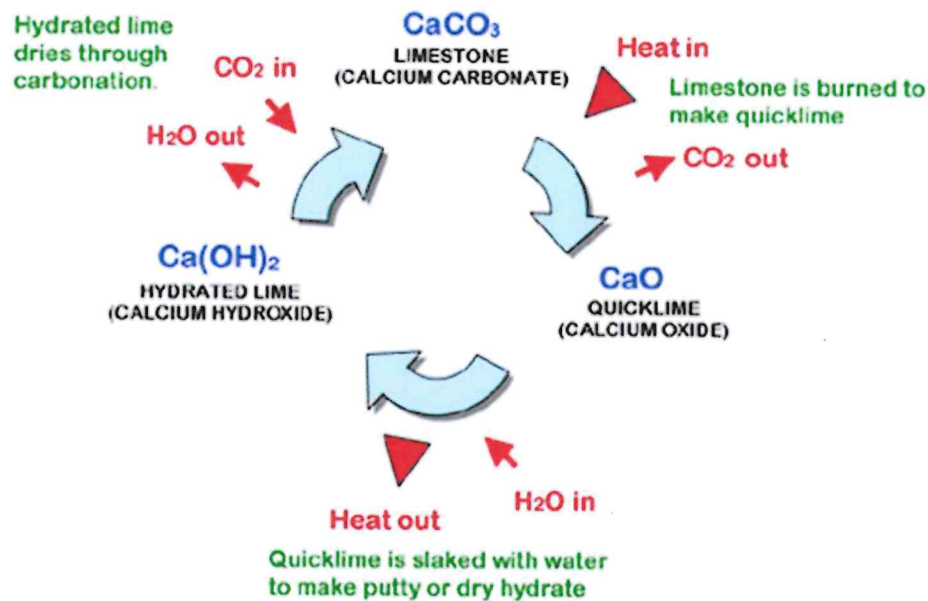
When a high-density slurry system is in place, hydrated lime is delivered to the water treatment plant and offloaded into a silo much like the quicklime application. From there, the hydrate is fed into the high-density mixing equipment where water is mixed to the right consistency which is measured by % of solids as designed by the water treatment engineer. From there, the slurry (which takes the form of a thick milk shake like consistency) is the finished product and can either be pumped to a day reservoir tank or directly into the treatment tanks at recommended dosing levels. While lime still has the propensity to scale and build up over time, a high-density system scales at a much slower rate than slaked lime and is able to be flushed out on a regularly occurring basis with various cleaning chemicals to maintain flow rates and reduce build up compared to the manual efforts associated with quicklime.

There are many benefits associated with hydrated lime when it comes to safety and maintenance cost as outlined above, which does come at an increased initial cost. To guide the decision about whether to upgrade to the new technology, an analysis of costs and benefits was prepared during preliminary design. See attached. In summary, for hydrated lime alternate has higher capital costs (about \$2 Million) and slightly higher material costs (about 4%) but lower electrical usage, part replacement, contracted

repairs and labor. After accounting for all of the above, the 20-year life cycle costs were estimated to be \$3,356,000 lower for hydrated lime than for replacing the current pebble lime system in kind.

Although the life-cycle cost analysis presents a solid case for hydrated lime, staff decided to defer the decision on alternates until contract award. This enabled us to make our recommendation to Council based on actual cost rather than estimates. Our engineering consultant, CMT, agreed to prepare the plans for both options, and included those services within the contract limits that had already been approved. The alternate bid represents the cost saving if the Council decides to keep the existing pebble lime design rather than upgrading to hydrated lime."

The below pictorial gives a good visual of the hydrated lime process.



Recommendation

If the alternate bid item represents a cost reduction of less than \$3,500,000, it is recommended that the Mayor and City Council award the base bid, which would move forward with the upgrade to the safer, more reliable hydrated lime system.

Attachments:

1. Design Summary Memorandum from Crawford, Murphy and Tilly



DESIGN SUMMARY MEMORANDUM (DSM)

CLIENT:	City of Decatur City Project Number: 2022-02
Project Name:	Project 3 – Chemical Feed System Improvements
Facility:	South Water Treatment Plant 1155 South Martin Luther King Jr Dr., Decatur, IL
Consultant/Engineer:	Crawford, Murphy & Tilly, Inc. (CMT) CMT Project Number: 22004438.00
CMT Project Manager:	William H. Peffley, P.E. Direct Telephone: 217-572-1053 e-mail: wpeffley@cmtengr.com
Subject	Bulk Lime Storage and Feed System
Distribution:	City: Decatur Project Staff CMT: WHP, WAB, RTB, Others upon request or identified by City's/CMT's Project Managers

Introduction:

The purpose of this Design Summary Memorandum (DSM) is to outline and discuss the general pros and cons (as they only apply to bulk Lime storage and feed system) for the WTP to:

- Convert and upgrade the 1988 constructed bulk pebble lime storage and slaked lime feed system to a bulk hydrated lime storage and onsite high-density make-down and lime feed system, or
- Continue using the bulk pebble lime storage silos, replace the current slakers in kind and thus, continue to slake pebble lime onsite into a low-density lime slurry.

Summary of Recommendations:

This memorandum recommends to the City the following design criteria guidance:

- Decommission and abandon the existing pebble lime bulk storage and slaked lime feed system that produces a ten percent (10%±) low-density lime slurry, and
- Install and commission a new bulk hydrated lime storage and high-density (35%±) lime feed slurry system.

The proposed high-density option has the upside potential to provide a robust, low maintenance and process efficient lime feed system which will potentially reduce (on per million gallons treated basis) the amount of lime slurry residuals generated in either the existing two-stage treatment train and new single-stage treatment trains.



Should this design recommendation be accepted, it will be used in preparing the thirty percent (30%) preliminary design plans and associated opinion of probable construction cost. As the design process proceeds, specific design details may be revisited, revised and/or reaffirmed with the City.

Background and Objective:

The bulk lime storage and lime feed system equipment are located in the main Chemical Feed Room and they are a critical component of the South WTP operation. In addition to being the primary water treatment softening agent, the system should be one of the most reliable chemical systems onsite.

When the South WTP began operations in 1988, the originally installed bulk pebble lime storage and lime slaker feed system was considered "State-of-the-Art" for medium and large sized WTP facilities. Over the years, the original slakers were upgraded in-kind and today continue to produce a low-density lime slurry. In the mid-1990s, high-density lime slurry began to be introduced into small treatment facilities. With the passage of time, high-density onsite hydrated lime make-down systems have become a proven and reliability technology for use in water treatment. When a major lime feed system improvement project is being evaluated today for medium to large facilities, a high-density lime system has become a viable option to consider.

System Description & Pros and Cons:

For the proposed design improvements, the following two paragraphs summarize the system description and the pros and cons of the two bulk lime storage and feed systems options being considered.

A. Bulk Pebble Lime Storage and Slaked Lime Slurry Feed System:

As mentioned above, the South WTP uses a pebble lime (quicklime) bulk storage and slaked feed system that produces a ten percent (10%±) low-density lime slurry. The pebble lime slaking systems are usually prone to issues such as:

1. Depending on the source of supply, pebble lime will have different slaking characteristics.
2. The slaking process is sensitive to the water to lime ratio and slaking temperature.
3. Requires grit removal during the slaking process. Grit must be disposed of offsite.
4. Slakers are not well suited to intermittent operation. They perform best when operated continuously. If raw water pumps are stopped, the lime lines must be flushed to eliminate plugging.
5. When intermittent operation is required, slurry holding tanks and/or recirculation loops are required in most cases.
6. Slakers are limited in the amount of turndown to accommodate changing and minimum facility water production while maintaining their optimum water to lime ratio and slaking temperature.



7. Requires more maintenance and cleaning than a high-density lime system.
8. Produces more slurry residuals that must be disposed of.
9. Scaling of the pipes, troughs, slakers, etc. is a big issue for pebble lime slaking systems.

B. Bulk Hydrated Lime Storage and High-Density Lime Slurry Feed System:

Hydrated lime is dry powder derived from pebble lime with which enough water is added to satisfy its chemical affinity for water under the conditions of hydration. During this hydration process, the grit and impurities are removed and hence the delivered product is essentially all (100%) active calcium hydroxide with high surface area. Onsite high-density liquid lime is derived from hydrated lime. Depending on the local characteristics of available hydrate's, finished water is added to make a 30% to 40% by weight high-density hydrated lime slurry suspension. Once fully wetted, this slurry can maintain its suspension for up to 14-days without additional mixing and can be directly fed into the primary solids contact softening clarifier. Hydrated high-density lime slurry suspension has the following advantages over low-density slaked pebble lime:

1. The high-density slurry system can be designed with as high as a 50 to 1 turndown ratio using a single size of feed piping and controls, for a wide range of water production.
2. The control process can be fully automated and monitored through the facility SCADA system.
3. The high-density lime slurry can be pumped one direction to the point of use. Operating and maintaining return slurry or recirculation loops are not required.
4. High-density lime slurry systems do not scale, which increases reliability and reduces maintenance costs while allowing the facility to maintain water quality.
5. The system can operate intermittently at any time without being concerned about plugging the slurry feed lines.
6. The metering pumps can be stopped for up to 3-4 days without flushing the system.
7. Aging high-density lime slurry increases chemical efficiency by increasing surface area through de-agglomeration.
8. If desired, the aging tank can be sized to hold a backup supply of high-density slurry to allow the facility to operate while maintenance is completed.
9. In general, pumps, piping, valves, and the aging tank can be greatly reduced in size, utilizing a smaller footprint.
10. Between 25% to 30% less plant water is needed to make up high-density lime slurry.
11. Since the grit and impurities are already removed, there is zero waste to dispose of or landfill.
12. A dry loss-in-weight feeder is typically used to monitor the slurry flow stream. In some cases, Coriolis mass flow meters have been used since scaling is not an issue.



Conceptual Budget & Present Worth Differential

The following combined “Conceptual Budget & Present Worth Differential” table lists the major and/or significant item differences between the bulk pebble lime storage/low-density slaked lime slurry feed and the bulk hydrated lime storage/high-density lime slurry feed systems where there is a conceptual and present worth budget costs difference between in the two systems.

Major and/or Significant Item	Lime Feed Systems		Conceptual Capitol Budget Cost Differentials
	Bulk Pebble Lime Low-Density Slaked Lime Slurry Feed	Bulk Hydrated Lime High-Density Lime Slurry Feed	
	Total	Total	
General Lime Demolition	Same costs for both systems.		Zero Differential
Silo Modifications			
Lime Slurry Equipment, 4-units FOB Job Site.	\$1,330,800	\$2,510,100	\$1,179,300 higher for high-density slurry
Installation, Testing and Commissioning of Lime Equipment Systems	\$1,638,953*	\$2,445,998*	\$807,045 higher for high-density slurry
Conceptual Budget Capital Differential	\$2,969,753*	\$4,956,098*	\$1,986,345 higher for high-density slurry
20-Year Present Worth Values Used			
South WTP Maintenance Labor	5280-hours	312-hours	4,968-hours higher for slaked lime slurry
Power	43,948 kW-hrs	61,864-kW-hrs	17,916-kW-hrs higher for high-density slurry
Parts	\$26,000	\$4,000	\$22,000 higher for slaked lime slurry
3 rd Party Labor	\$8,500	\$1,000	\$7,500 higher for slaked lime slurry
Lime Efficiency	-5%	+10%	15% higher for high-density slurry
Lime Costs	\$312.23 per ton	\$324.23 per ton	\$12 higher for high-density slurry
Lime	5,000 tons	5,750 tons	750-tons higher for high-density slurry
Annual Inflation Adjustment	3% per year		Zero Differential
Initial Power Costs (3% inflation adjustment every 3-years)	\$0.04684 per kW hour		
Total for 20-Year Present Worth Costs	\$37,806,138*	\$34,450,224*	\$3,355,914 lower for high-density lime slurry
Totals Rounded	\$37,806,000*	\$34,450,000*	High-Density Lime Slurry Lower By \$3,356,000
Note: * Includes a 20% construction contingency.			

**Summary:**

Based on the numerous advantages listed in the above "*System Description & Pros and Cons*" section, and the information presented in the "*Conceptual Budget & Present Worth Differential*" table, it is CMT's opinion that *if the budget allows*, the City should:

- a) Decommission and abandon the existing pebble lime bulk storage and slaked lime feed system that produces a ten percent (10%±) low-density lime slurry, and
- b) Install and commission a new bulk hydrated lime storage and high-density (35%±) lime feed slurry system.

References:

The following are publications and industry references consulted in preparing this Design Summary Memorandum.

- AWWA Standard B202, Quicklime and Hydrated Lime
- Bulletin 211 "*Hoover's Water Supply & Treatment*" National Lime Association
- Bulletin 213 "*Lime Handling, Application and Storage*" National Lime Association
- Handbook of Public Water Systems, 2nd Ed.
- Principles of Engineering Economy, 6th Ed.
- Vendor Information from:
 - Wallace & Tiernan (Evoqua)
 - Merrick Industries, Inc.

End of Summary Memorandum



March 27, 2024

Mr. Matt Newell, Public Works Director
City of Decatur
Civic Center, #1 Gary K. Anderson Plaza
Decatur, Illinois 62523

Mr. Newell:

**RE: 2022-02 Chemical Feed Upgrades and
2022-16 Bulk Water Upgrades Bid Recommendation**

Bids received for the above referenced project were opened on Wednesday March 27, 2024, at 10:00 a.m. at the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523, two (2) bids were received as follows:

1. Christy-Foltz, Inc of Decatur, IL with
 - a. Base Bid at \$6,202,575.00 and Alternate Deduct of \$1,465,823.00.
2. Henson Robinson Company of Springfield, IL with
 - a. Base Bid at \$5,378,271.00 and Alternate Deduct of \$1,537,369.00.

Both Christy-Foltz, Inc and Henson Robinson Company are recognized contracting firms throughout the Midwest and have successfully completed numerous similar sized projects in the state of Illinois. CMT has successfully worked with both Christy-Foltz and Henson Robinson on several similar projects and recommends either company be awarded this project.

Both Base Bids are under the engineer's opinion of probable construction cost of \$7.185 million. In addition, CMT concurs with Robert Weil's recommendation Memorandum on Lime Treatment Alternatives of upgrading the Lime system with a Hydrated Lime System in lieu of the Pebble Lime system, which is the alternate and a less desirable system.

We have designed, assisted in construction and observed the operation of Hydrated Lime Systems and it is our recommendation that the City of Decatur award the contract for the Chemical Feed Upgrades (2022-02) and Bulk Water Upgrades (2022-16) to either Christy-Foltz or Henson Robinson Company at the Base Bid and to not include the Deduct Alternate.

We appreciate the opportunity to continue to assist you on this project. If you need any additional assistance, please contact Ty Besalke or me.

Sincerely,

CRAWFORD, MURPHY & TILLY

A handwritten signature in black ink, appearing to read "Louis D. Weller", is written over the company name.

Louis D. Weller, P.E., Project Manager

HENSON ROBINSON COMPANY

3550 GREAT NORTHERN AVE., 62711
P.O. BOX 13137
SPRINGFIELD, IL 62791



TELEPHONE: 217-544-8451
FAX: 217-544-0829
www.hensonrobinson.com

City of Decatur
South Water Treatment Plant Chemical Feed and Bulk Water Upgrades
Project # 2022-02 & 2022-16
Minority Requirements

3/28/2024

Henson Robinson Company is submitting a bid for the above-referenced project.

Henson Robinson will be self- performing the majority of the work on this project, with limited sub-contracting opportunities for MBE Contractors.

In an effort to meet the MBE goals set for this project we advertised in the local newspaper to attract MBE vendors to submit proposals for various scopes. We received one bid from Agile supply company for the purchase of chlorine feed equipment . Their price was 12% higher when compared to another vendor. We have elected to use their proposal in order to meet the 10% supplier/contractor requirements. We had no other responses from our add.

This project has a large dollar amount of equipment that is sold through a territorial repped company. We were unable to purchase this equipment through an MBE vendor. If we are awarded this project as the low bidder, we will continue to search for ways to utilize MBE vendors and suppliers.

We had opportunities to use WBE contractors and suppliers, but our interpretation of the City's documents, this was not a requirement.

Henson Robinson is currently working on two projects in Decatur with MBE labor force goals, and we are having no issues meeting these goals, and do anticipate meeting these goals if awarded this project.

Zack Alderman
Project Manager
Henson Robinson Company



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	3-27-24	Project Title:	City of Decatur Chemical Feed Upgrades & Bulk Water Upgrades
Total Contract Value:	\$5,378,271.00	Project Number:	2022-02 and 2022-16

Section I: Prime Contractor Information

Prime Contractor: Henson Robinson Company

Address: 3550 Great Northern Ave., Springfield, IL 62711

Phone: (217) 544-8451

Contact Person: Zack Alderman

Email: zalderman@henson-robinson.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Premier Insulation	Non-MBE	\$7,661.00	0.1%	Insulation
Bodine Electric	Non-MBE	\$305,375.00	5.7%	Electrical
Flannigan Contracting LLC	Non-MBE	\$18,852.00	0.3%	Concrete
Flannigan Contracting LLC	Non-MBE	\$63,903.00	1.1%	General Trades
Totals				

- If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
Agile Supply Company	\$537,827.10	10%	Materials & Equipment
Totals			

- If more firms were contacted, please copy this form and attach the additional information.

Section IV: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial

- If more firms submitted quotes, please copy this form and attach the additional information.

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
Agile Construction Services	Phone and Email	Not Interested

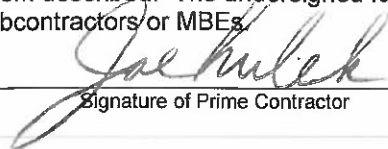
- If more firms were contacted, please copy this form and attach the additional information.

Section V:

The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

This form must be completed and submitted with the bid proposal. All subcontractors and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the MBE's listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors or MBEs.


Signature of Prime Contractor

3-27-24

Date



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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	3-28-24	Project Title:	City of Decatur Chemical Feed Upgrades & Bulk Water Upgrades
		Project Number:	2022-02 and 2022-16

Prime Contractor: Henson Robinson Company

Address: 3550 Great Northern Ave., Springfield IL 62711

Phone: (217) 544-8451

Contact Person: Zack Alderman

Email: zalderman@henson-robinson.com

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

<input type="checkbox"/>	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
<input type="checkbox"/>	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
<input checked="" type="checkbox"/>	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation) <small>*See attached good faith effort letter</small>
<input type="checkbox"/>	Other – (State reason and attach explanation)
<input checked="" type="checkbox"/>	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

Joe Kulek
Signature of Prime Contractor

3-27-24

Date

FOR OFFICIAL USE ONLY

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
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The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

<input type="checkbox"/>	The project is essential for City operations.
<input type="checkbox"/>	Emergency circumstances require a waiver.
<input type="checkbox"/>	Evidence of a good faith effort by the contractor.
<input type="checkbox"/>	The contractor will self-perform all work and will not subcontract any portion of the project.
<input type="checkbox"/>	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

Public Works Director

Date



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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	3-27-24	Project Title:	City of Decatur Chemical Feed Upgrades & Bulk Water Upgrades
Total Contract Value:	\$5,378,271.00	Project Number:	2022-02 and 2022-16

Section I: Minority Business Enterprise (MBE) Information

Name: Agile Supply Company

Address: 706 West Bradley Ave.
Urbana, IL 61801

Phone: (312) 972-5551

Contact Person: Bryan Banks

Email: bryan.banks@agilesupplycompany.com

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
Plumbing Materials & Equipment	\$537,827.10	10%

This form must be completed and submitted with the bid proposal for each MBE. All MBEs intended for use on this project shall have an MBE Information Form signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a Notification of Change in Participation Form and MBE Information Form with the necessary support documentation must be submitted and approved.

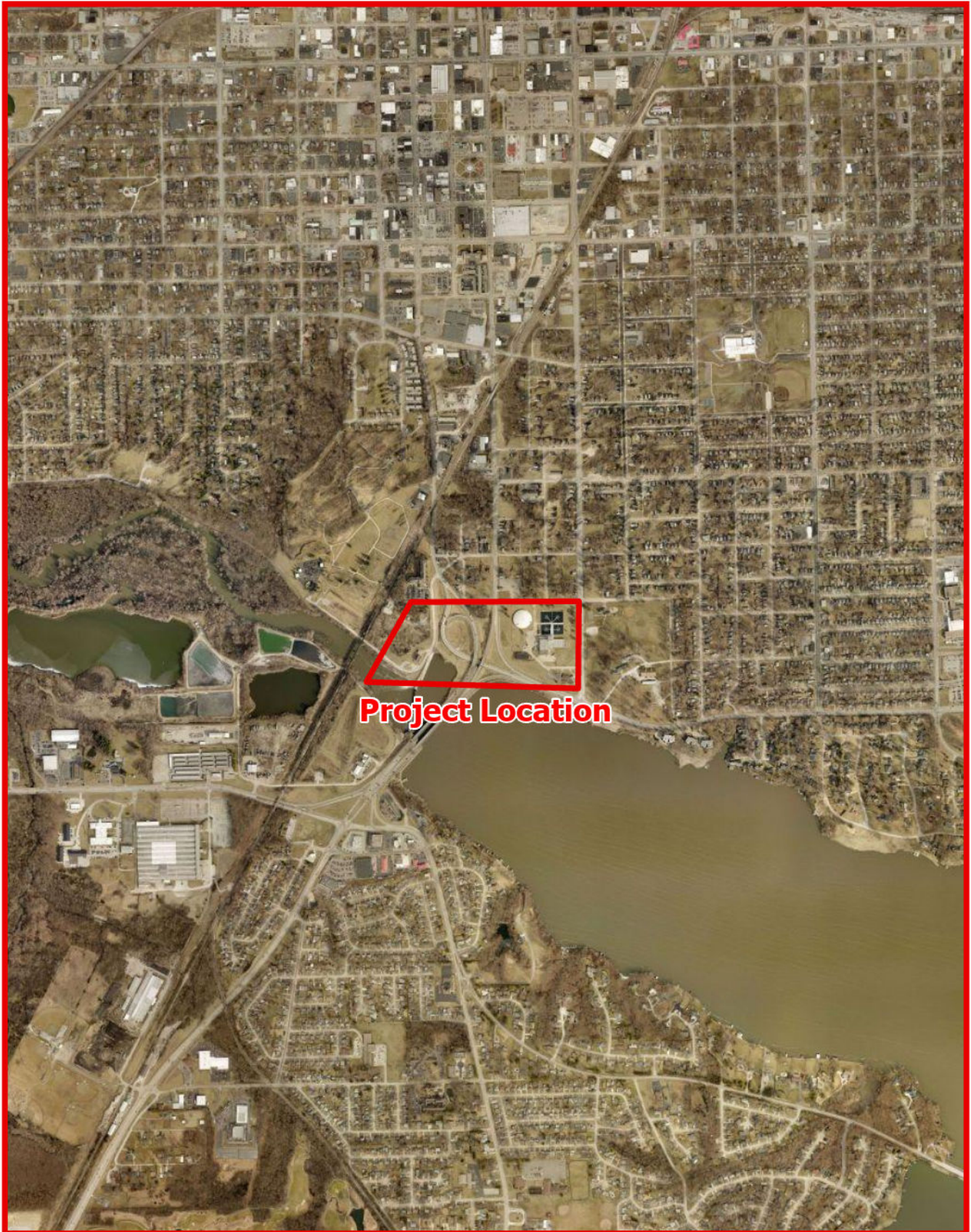
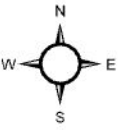
The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature 	Print Joe Kulek
Title President	Date 3-27-24

Minority Business Enterprise Signature 	Print Bryan Banks
Title President	Date 3-27-24



South Water Treatment Plant Chemical Feed and Bulk Water Station Improvements



Public Works

DATE: 3/25/2024

MEMO: 2024-46

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Paul Caswell, P.E., City Engineer
Robert Weil, P.E., Assistant City Engineer

SUBJECT: Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy, and Tilly to Provide Engineering Services for the Chemical Feed Upgrades and Bulk Water Upgrades

ATTACHMENTS:

Description	Type
Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy, and Tilly to Provide Engineering Services for the Chemical Feed Upgrades and Bulk Water Upgrades	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH CRAWFORD, MURPHY, AND TILLY TO PROVIDE
ENGINEERING SERVICES FOR THE FOR THE CHEMICAL FEED UPGRADES AND
BULK WATER UPGRADES**

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

Section 1. That the Professional Engineering Services Agreement for the Chemical Feed Upgrades and Bulk Water Upgrades, City Projects, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Crawford, Murphy, and Tilly and the same is hereby received, placed on file, and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Crawford, Murphy and Tilly, for a fee not to exceed \$350,000.

PRESENTED and ADOPTED this 15th day of April 2024.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

CITY OF DECATUR
CONSTRUCTION PHASE ENGINEERING SERVICES AGREEMENT
for
SOUTH WTP CHEMICAL FEED IMPROVEMENTS (CITY PROJECT 2022-02) &
BULK WATER DISPENSING STATION IMPROVEMENTS (CITY PROJECT 2022-16)

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

Crawford, Murphy & Tilly, 2750 West Washington Street, Springfield, IL 62702., ("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

The professional engineering services obtained by the City under this Agreement concern the Project ("Project") as set forth in the attached as Exhibit "A", incorporated herein by reference and made a part of this Agreement hereof:

SECTION I. GENERAL

- A. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.
- B. NOTICE TO PROCEED. The Consulting Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Consulting Engineer shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Consulting Engineer shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.
- E. EXTRA WORK AND AMENDMENTS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Amendment from the City's Representative, to perform extra work before such work is actually performed. An Amendment form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

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

B. PRELIMINARY DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Preliminary Design Phase:

1. Determine Extent of Project. Determine the extent of the Project after consultation with the City's Representative and on the basis of the approved Study Report.

2. Preliminary Design Documents. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Specific requirements of the aforementioned Preliminary Design Documents are included in Exhibit A, Scope of Services.
3. Revised Project Costs. Submit a Preliminary Design Opinion of Probable Project Costs based on the results of this phase of work including construction costs, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges utilizing and based on the information obtained or produced during the preliminary design phase and documents.
4. Real Estate Acquisition: Legal Description and Plat. Furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project utilizing and based on the preliminary design documents. The documents shall meet the format requirements of the Macon County Recorder's Office. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility. The legal description text shall also be reproduced in electronic format in a generally commercially available word processing software program approved by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the Preliminary Design Report ("Design Report") in the number and format specified in the Exhibit A, Scope of Work and present and review the Design Report in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Preliminary Design Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

C. FINAL DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Final Design Phase:

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications (Specifications"). The Specification shall consist of Part 3 "Technical Specifications" of the City's standard Capital Improvement Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.
2. Approvals of Governmental Entities. Furnish to the City's Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and allowances for compensation for damages to properties and interest and financing charges.

4. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Consulting Engineer shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. The Consulting Engineer shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

D. BIDDING PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Bidding Phase:

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.
2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City's Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, ("Contractors"), for those portions of the work as to which such acceptability is required by the bidding documents.
3. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
4. Distribute Plans and Contract Documents to Bidders. Reproduce sufficient copies of the plans and contract documents and make them available to all prospective bidders. The Consulting Engineer shall create a Plan Holder List by recording the business name, contact person name, address, telephone number, fax number and email address of each of the bidders taking a set of plans and contract documents. The Consulting Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Consulting Engineer, which shall offset the cost of duplication; said amounts shall not be billed to the City. Alternately, the Consulting Engineer may arrange to have plans and specifications made available to prospective bidders through the services of a plan and specification duplication firm that offers plan distribution services provided that the firm obtains the same bidder information as required of the Consulting Engineer and that no cost for this service be billed to the City.
5. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in

writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.

6. Tabulate and Evaluate Bids, Recommend Award. Prepare and provide to the City's Representative a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Consulting Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Consulting Engineer shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Consulting Engineer shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Consulting Engineer shall check the bidder's references and performance on prior projects. Based on the Consulting Engineer's evaluation of the bids and the qualifications of the bidders, the Consulting Engineer shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.
7. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

E. CONSTRUCTION SURVEY AND LAYOUT PHASE.

The Consulting Engineer or Surveyor shall, after written authorization to proceed with the Construction Survey and Layout Phase:

1. Duties. The Consulting Engineer or Surveyor shall provide horizontal and vertical control line and grade to enable construction of the improvement as depicted in the Project plans. The number of control points to be established by the Consulting Engineer or Surveyor shall be sufficient to permit the construction contractor ("Contractor") to construct the improvement within the construction tolerances established in the Project specifications. In addition, the number of control points shall be consistent with standard engineering practice.
2. Replacement of Lost Control Points. Control points which are lost, damaged, removed or otherwise moved by the Contractor or others shall be promptly replaced by the Consulting Engineer or Surveyor and costs for such replacement shall be computed on a time and materials basis, and reimbursed by the City or its construction contractor.
3. Accuracy. The Consulting Engineer or Surveyor shall provide the horizontal and vertical control points within the same measurement tolerances as the construction tolerances established in the Project specifications. The Consulting Engineer or Surveyor shall be responsible for the accuracy of the control points which are established. The Consulting Engineer or Surveyor shall be responsible for costs which may result from errors by the Consulting Engineer or Surveyor in placement of control points.

The Consulting Engineer or Surveyor shall take all reasonable and customary actions to protect the control points established by the Consulting Engineer or Surveyor.

4. Completion Time. The Construction Survey and Layout Phase shall be completed within the time period set forth in Exhibit C, Project Timeline.

F. CONSTRUCTION INSPECTION PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Construction Inspection Phase:

1. General Duties. The Consulting Engineer shall consult with and advise the City's Representative and act as its representative as provided herein and in the General Conditions of the construction contract for the Project. The primary responsibility of the Consulting Engineer in this phase of the work shall be quality control inspection of the materials, construction methods and techniques to assure that the Contractor builds the project in accordance with the plans and specifications.
2. Construction Inspection and Reporting. The Consulting Engineer shall make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the Consulting Engineer shall keep the City's Representative informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents. Formal notification of the progress of work shall be in the form of bi-weekly project progress meetings held between the Consulting Engineer, Contractor and City's Representative. Project schedule updates shall be submitted to the City's Representative in writing.
3. Review of Technical and Procedural Aspects. The Consulting Engineer shall review and approve (or take other appropriate action in respect to Shop Drawings, the results of tests and inspections and other data which each Contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the Contractor(s), and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s).
4. Contract Documents. The Consulting Engineer shall receive from each Contractor and review for compliance with contract documents all required document submissions including but not limited to Performance and Payment Bonds, certificates of insurance report forms required by any City, State or Federal law or rule or regulation and submit the forms to the City's Representative for final approval.
5. Conferences and Meetings. The Consulting Engineer shall attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of the minutes thereof to the City's Representative.
6. Documentation. The Consulting Engineer shall prepare all documentation and provide the same to meet the requirements defined in the Illinois Department of Transportation Construction Manual and Documentation Guide ("Manual"). The Manual used shall be the most current at the time of inspection. Documentation shall be available for review by the City's Representative at all times. Specifically, the Consulting Engineer shall, in addition the above,
 - a. Prepare Inspector's Daily Reports and Quantity Book as required in the Manual.
 - b. Maintain, at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents, including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the

execution of the Contract, the Consulting Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.

- c. Keep a diary or log book, recording the Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures and send copies to the City's Representative.
- d. Take multiple photographs of the Work and keep a log and file of the photos. The photographs shall be provided to the City's Representative upon demand and at project closeout.
- e. Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major suppliers of materials and equipment.

7. Reports. The Consulting Engineer shall,

- a. Furnish the City's Representative periodic reports, as required, on progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- b. Consult with the City's Representative, in advance of scheduled major tests, inspections, or start of important phases of the Work.
- c. Draft proposed Change Orders and obtaining back-up material from the Contractor, and make recommendations to the City's Representative regarding Change Orders and Field Orders.
- d. Report immediately to the City's Representative upon the occurrence of any accident.

8. Contract Interpretation; Review of Quality of Work. The Consulting Engineer shall:

- a. Issue all instructions of the City's Representative to the Contractor(s).
- b. Issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required, subject to the City's Representative's approval.
- c. Have authority, as a representative of the City, to require special inspection or testing of the work.
- d. Act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on all claims of the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

9. Prepare Engineer's Pay Estimate. The Consulting Engineer shall, based on the Consulting Engineer's on-site observations as an experienced and qualified design professional and on review of the Inspectors Daily Reports and Quantity Book, determine the amounts owing to the Contractor(s) and prepare an Engineer's Payment Estimate recommending the amount of payment for completed work. Such recommendations of payment shall constitute a representation to the City's Representative, based on such observations and review, that the work has progressed to the point indicated and that to the best of the Consulting Engineer's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his

recommendation), and that payment of the amount recommended is due the Contractor(s). The Engineer's Payment Estimate shall be prepared not less than monthly while construction is proceeding. The pay estimate shall be prepared on a spreadsheet form supplied by the City's Representative at the beginning of this phase of work.

10. Determination of Substantial Completion. The Consulting Engineer shall conduct an inspection to determine if the Project is substantially complete and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations there under so that the Consulting Engineer may recommend, in writing, final payment to each Contractor and may give written notice to the City's Representative and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).
11. Authority and Responsibility. The Consulting Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job-site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act upon the "owner" under that Act and shall not be the "person in control of work" within the meaning of that Act.
12. Consulting Engineer Not Responsible for Acts of Contractor. The Consulting Engineer shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any Contractor, or Subcontractor, or any of the Contractor(s)' or Subcontractors' agents or employees or any other person (except the Consulting Engineer's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in this contract shall be construed to release the Consulting Engineer from liability for failure to properly perform duties undertaken by him in these Contract Documents or this Agreement.
13. Preparation of Record Drawings. The Consulting Engineer shall prepare a set of record plans on which shall be noted all changes which may have occurred during construction. The record drawings need not detail changes in measurements, elevation lines or grades which are within the normally accepted construction tolerances. Record drawings may be prepared using AutoCAD or other electronic plan preparation method. Alternately, record drawings may be prepared using manual methods. The plans shall be delivered to the City's Representative in the form of one set of prints and electronic file if record drawings were prepared by electronic methods. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this agreement.
14. Completion Time. The Consulting Engineer shall complete the Construction Inspection Phase within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.

- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.
- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.
- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall

assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.

- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.

- f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.
3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information

and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.

4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.

- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.
- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the

Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.

- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. TIMELINESS. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs for services rendered by principals and employees assigned to the Project.

Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.10.
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

If the Consulting Engineer's vehicles are used on the project, the City shall pay the Consulting Engineer the current Internal Revenue Service standard mileage rate per mile for use of the vehicle.

D. PAYMENT FOR WORK COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the

Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.

2. Monthly Progress Reports. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
 3. Maximum Payment Requests. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Time and Manner of Payments. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Release of Claims. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. Local Government Prompt Payment Act. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. PAYMENT UPON TERMINATION. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

This Agreement is made between the City and the Consulting Engineer entered into on the last date written below. In witness, the parties have executed this Agreement.

DATED this _____ day of _____, 2024

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

CONSULTING ENGINEER FIRM
Crawford, Murphy & Tilly

By: 
Ty Besalke, Vice President

**EXHIBIT A
CITY OF DECATUR
CHEMICAL FEED & BULK WATER DISPENSING SYSTEM IMPROVEMENTS
CONSTRUCTION PHASE ENGINEERING
SCOPE OF SERVICES**

The **Scope of Services** for the City of Decatur Water Treatment Plant Chemical Feed System Improvements and Bulk Water Dispensing System Improvements Construction Phase Services shall consist of the following tasks.

1. **Pre-Construction Meeting.** Attend pre-construction meeting to discuss project scope, communication requirements, procedures, schedule, etc.
2. **Shop Drawing Review.** Review submittals (and potential resubmittals) as required for construction. Estimated 80 submittals.
3. **Request for Information (RFI) and Questions from the Field.** Respond to contractor and owner-initiated questions during construction. Forms and documentation completed by City of Decatur staff.
4. **Review Pay Applications.** Assist owner in review of pay applications.
5. **Special Discipline Site Visits.** Review and respond to owner or contractor-initiated requests for electrical, mechanical and process mechanical site visits during construction. This is separate from a punch list inspection.
 - Electrical – Six (6) site visits
 - HVAC – Two (2) site visits
 - Process Mechanical – Five (5) site visits
 - Structural – Two (2) site visits
6. **Startup Services.** After the construction is substantially complete and ready to be brought online and made operational, visit the project site to assist the City in the startup and operation of the new improvements.
 - Process Mechanical – Three (3) site visits
 - HVAC – One (1) site visit
 - Electrical – Four (4) site visits
7. **Prepare Punch List.** Upon substantial completion, conduct a site visit to develop a punch list of outstanding items to be completed by the Contractor in order for the construction contract to be finalized.
 - Electrical – Two (2) site visits
 - HVAC – One (1) site visit
 - Process Mechanical – One (1) site visit
 - Structural – One (1) site visit

8. **Record Drawings.** Using Contractor and owner initiated drawing markups and measurements, make AutoCAD revisions, develop electronic and hard copy record drawings.
9. **Limited Construction Observation.** Construction observation shall not be full time but will be on a part time basis as needed for inspection (not approval) of the progress of the work.

1256 manhours are estimated for Limited Construction Observation.

Not Included in Scope of Services

1. Full time Construction Observation.
2. Weekly Coordination Meetings.
3. Monthly Pay/Progress Meetings.

Estimated Engineering Fee

The estimated engineering fee for the above scope of services is **\$350,000.00**



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA, DECATUR, ILLINOIS 62523-1196

Notice to Proceed

TO:	
City Project Name:	
City Project Number:	
City Project Phase:	

You are hereby notified that the work for the above listed City Project and Phase may commence on _____.

The City Representative for this Phase of work is _____.

After that date, you are to start performing the work as outlined in the Scope of Services and Project Timeline included in the executed contract. Please schedule and chair a project startup meeting at your earliest convenience.

<p>CITY OF DECATUR, IL</p> <p>BY: _____</p> <p>(City Engineer)</p> <p>Dated this ____ day of _____, 20____.</p>

ACCEPTANCE OF NOTICE

<p>Receipt of the above Notice to Proceed is hereby acknowledged.</p> <p>BY: _____</p> <p>(Signature) (Title)</p> <p>Dated this ____ day of _____, 20____.</p>
--

EXHIBIT C

PROJECT TIMELINE

Construction Phase Service tasks identified in Exhibit A shall follow the Contractor's schedule for each of the appropriate tasks or shall be conducted when requested by City of Decatur staff.



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

Amendment No

Date: _____
 Request No. _____ ☐ Final
 Consulting
 Engineer: _____
 Address: _____

I recommend that an ☐ addition of \$ _____ be made to the above contract.
☐ deduction

I recommend that an extension of _____ days be made to the above contract completion date.
 The revised completion date is now _____.

Amount of original contract \$ _____
 Amount of previous amendments \$ _____
 Amount of current amendment \$ _____
 Amount of adjusted/final contract \$ _____

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

State fully the nature and reason for the amendment change _____

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

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

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

Recommended _____
 Public Works Director _____ Date _____

Approved _____
 Mayor _____

 Date _____

Attested _____
 City Clerk _____

 Date _____

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2024

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 Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Audrey McNeil PHONE (A/C, No, Ext): 309-282-3907 E-MAIL ADDRESS: amcneill@holmesmurphy.com FAX (A/C, No):												
INSURED Crawford, Murphy & Tilly, Inc. CMT North America, Inc. 2750 West Washington Springfield IL 62702	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A : Employers Mutual Casualty Company</td><td>NAIC # 21415</td></tr><tr><td>INSURER B : Travelers Property Casualty Co. America</td><td>25674</td></tr><tr><td>INSURER C : Aspen Specialty Insurance Company</td><td>10717</td></tr><tr><td>INSURER D : XL Specialty Insurance</td><td>37885</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER A : Employers Mutual Casualty Company	NAIC # 21415	INSURER B : Travelers Property Casualty Co. America	25674	INSURER C : Aspen Specialty Insurance Company	10717	INSURER D : XL Specialty Insurance	37885	INSURER E :		INSURER F :	
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INSURER C : Aspen Specialty Insurance Company	10717												
INSURER D : XL Specialty Insurance	37885												
INSURER E :													
INSURER F :													

COVERAGES**CERTIFICATE NUMBER:** 1852463486**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5D57480	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 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 checked="" 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			5E57480	1/1/2024	1/1/2025	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"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5J57480	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	5T57480 (NJ) 6JUB6R19963724 (IL) 5M57480 (FL) 5H57480	1/1/2024 1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025 1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	Pollution Liability Professional Liability Each Claim			ER00YEL24 DPR5022322	1/1/2024 1/1/2024	1/1/2025 1/1/2025	Claim/Aggregate 2,000,000 Each Claim 5,000,000 Aggregate 7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CITY OF DECATUR IS NAMED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT, PER POLICY TERMS AND CONDITIONS.
A 30 DAY NOTICE OF CANCELLATION APPLIES TO THE GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA LIABILITY, AND WORKERS COMPENSATION POLICIES AS REQUIRED BY WRITTEN CONTRACT, PER POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF DECATUR
1 GARY K ANDERSON PLAZA
DECATUR IL 62523
USA

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

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

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

The most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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

- D.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E.** All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a written contract or agreement, and only if the written contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an "insured":

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional "insured" under your "auto" Policy to provide "bodily injury" or "property damage" coverage, but only with respects to liability arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance afforded to such additional "insured" will not be broader than that which you are required to provide for such additional "insured" and applies only to a written contract executed prior to the "bodily injury" or "property damage" and is still in force at the time of the "accident".
2. With respect to the insurance afforded to the additional "insured" described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage**:

The most we will pay on behalf of the additional "insured" is the amount of insurance:

- (1) Required by the written contract or agreement described above, or

- (2) Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations; whichever is less.

C. EMPLOYEES AS INSURED

The following is added to the **Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For **Hired Auto Physical Damage Coverage** any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" that is a private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside

a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is \$5,000, in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

- (1) The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of \$100,000, Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN/LEASE GAP COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered "auto" under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of \$10,000 on the lease or loan for a covered "auto", including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy's **Physical Damage Coverage**; and
2. Any:
 - a. Overdue or any deferred lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to Personal Property Of Others in or on your covered "auto" in the event of a covered "auto" loss.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you

are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the **Physical Damage – Transportation Expense**

Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

S. VEHICLE WRAPS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. Vehicle wraps that are damaged are covered at the lessor of replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to \$2,000.

This coverage does not apply to wear and tear.

T. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

U. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance of Section III – Physical Damage Coverage**

In the event of a total "loss" to a covered "auto" you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph 2. is replaced by the following:

2. Regardless of the number of covered "autos" damaged or stolen the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or Mischief or Vandalism; or
- b. All Perils
- c. Collision

Will be equal to two times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

W. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered "autos", no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered "auto(s)".

X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – Physical Damage D. Deductible is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any "loss" caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

Y. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph **A. Loss Conditions of Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a

written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c. is replaced by the following:

This Coverage Form's **Covered Autos Liability Coverage** is primary to and will not seek contribution from any other insurance available to an "insured" under your Policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

AC. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AD. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by

Paula A. Dixon

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The **Transfer of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with the person or organization and included in the "products-completed operations hazard".

EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all

respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws - if questions contact the City of Decatur Legal Department at 217/424-2807.)

STATE OF Illinois)
) ss.
COUNTY OF Sangamon)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Crawford, Murphy & Tilly, Inc. (Hereinafter "Consulting Engineer") is a:
Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

 Partnership (if a Partnership, complete C)

 Limited Liability Corporation (if an LLC, complete C)

 Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 37-084462.

B. CORPORATION

The State of Incorporation is Delaware

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>Brian R. Welker</u> Name	<u>2750 West Washington Street</u> Company Address, Principal Office
<u>550 N Commons DR., Suite 116</u> Address	<u>Springfield, IL 62702</u> City, State, Zip
<u>Aurora, Illinois 60504</u> City, State, Zip	<u>(217) 787-8050</u> Telephone
<u>(630) 820-1022</u> Telephone	<u> </u> Facsimile
	<u>www.cmtengr.com</u> Website

The corporate officers are as follows:

President: William L. Baily, Jr.

Vice President: Adam J Burns

Secretary: Raed A. Armouti

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

Name	Home Address & Telephone

Name	Home Address & Telephone

Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

SECTION II. NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

- A. This bid is made without any connection or common interest in the profits with any other person other than the Consulting Engineer except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract X None

- B. No department director or any employee or any officer of the City of Decatur has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

- C. That the Consulting Engineer is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Consulting Engineer is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Consulting Engineer is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Consulting Engineer has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Consulting Engineer and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONSULTING ENGINEER

David L Burkum
Signature

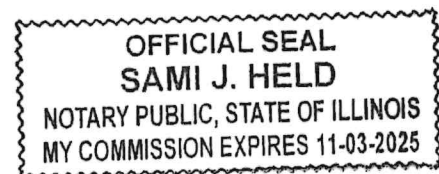
David L Burkum
Printed Name

Vice President
Title

SUBSCRIBED and SWORN to before me this 16 day of September, 2023.

Sami J Held

Notary Public



CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2024

Classification	Regular Rate
Principal	\$ 290
Project Engineer II, Project Architect II, Project Manager II, Project Environmental Scientist II, Project Structural Engineer II	\$ 280
Project Engineer I, Project Architect I, Project Manager I Project Environmental Scientist I, Project Structural Engineer I	\$ 240
Sr. Structural Engineer II, Sr. Architect II	\$ 225
Sr. Technician II	\$ 200
Aerial Mapping Specialist	\$ 195
Sr. Engineer I, Sr. Architect I, Sr. Structural Engineer I Land Surveyor	\$ 195
Technical Manager II, Environmental Scientist III	\$ 180
Sr. Technician I	\$ 175
Sr. Planner I, GIS Specialist, Engineer I, Architect I Structural Engineer I	\$ 175
Environmental Scientist II, Technician II	\$ 150
Planner I, Technical Manager I, Environmental Scientist I, Technician I, Project Administrative Assistant	\$ 125
Administrative/Accounting Assistant	\$ 85

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2025.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project. Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)		City Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			\$

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
Signature:

Title:

Public Works

DATE: 4/4/2024

MEMO: 2024-54

TO: Honorable Julie Moore Wolfe, Mayor 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 G&H Marine, Inc. for Lake Services Dock System

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the resolution awarding a contract in the amount of \$122,000 to G&H Marine, Inc., to provide and install a 68 foot by 32 foot fully roofed boat dock with four boat slips and lifts for the use of the City of Decatur and its governmental partners.

BACKGROUND:

The current Lake Services dock is at least 16 years old, with four boat hoists that have reached the end of their reliable service life and does not have a roof to adequately protect the City's new and existing patrol boats and work boats from the elements. The proposed dock will be constructed to match the aesthetics and the high-quality materials of the commercial boat docks recently constructed in Basin 2, Pier 36 Harbor. It will have four fast response boat lifts to provide quicker response times for lake emergencies. A drawing of the new dock is attached.

Bids were received by the Purchasing Division on March 22. The bid results are provided on the attached bid tabulation. Although another dock supplier showed interest, G&H Marine, Inc. was the only bidder. Public Works reviewed the bid and has confirmed this is a market-competitive bid.

DISPOSAL OF REPLACED UNITS: The current dock system will be sold or auctioned, and the old hoists will be scrapped after the new system is put into service.

LEGAL REVIEW: There are no documents for Legal to review.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: 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. Staff will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS: Funding for this expense is included in this year's Water Lake Capital Budget.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid Price of G&H Marine, Inc. for Lake Services Dock System	Resolution Letter
2024-54 Drawing of New Dock	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID PRICE OF G&H MARINE, INC. FOR
LAKE SERVICES DOCK SYSTEM**

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

Section 1. That the tabulation of bids received for one (1) 68 foot by 32 foot covered dock with (4) 12 feet wide by 26 feet long back-to-back style covered slips, 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 G&H Marine, Inc., in the amount of \$122,000, 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 G&H Marine, Inc., for their bid price of \$122,000.

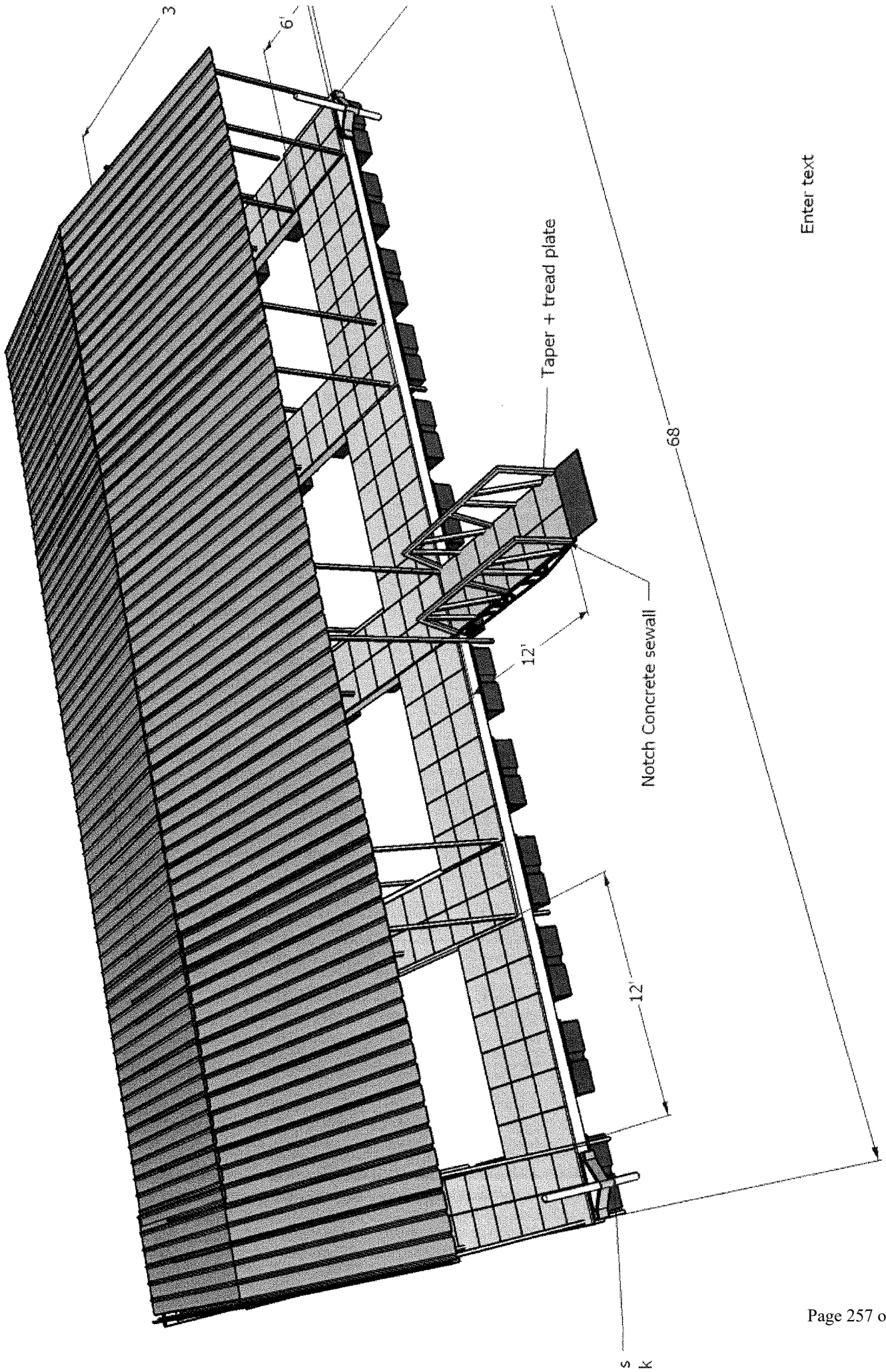
PRESENTED and ADOPTED this 15th day of April 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Exhibit A				G&H Marine, Inc. Decatur, IL	
Project Name: PUR2024-01R Nelson Park Harbor Improvements Lake Services Dock System					
Bid Date: March 22, 2024					
Time: 10:00 a.m.					
		Description		Unit Price	Total
		Per specifications:			
		Pre-assembled dock section & Hydro Hoist Pneumatic Boat Lifts			\$114,000.00
		Deliver & install dock and boat lifts			\$8,000.00
TOTAL					\$122,000.00



Enter text

Public Works

DATE: 4/4/2024

MEMO: 2024-61

TO: Honorable Mayor Julie Moore Wolfe 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

SUBJECT: Resolution Authorizing a Lease Agreement with G & H Services, LLC-1 for Nelson Park Marina Fuel System

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the agreement with G & H Services, LLC-1 for a fuel system lease at the Nelson Park Marina.

BACKGROUND:

The desire of the City Council and Decatur Park District Board to have a convenience store with retail boat gas sales at the Nelson Park Marina will soon become a reality. The conversion of the west end of the Lake Office to a convenience store is nearing completion as is the transfer of retail boat gas sales to a locally owned business, G & H Services, LLC-1 (G & H). In order for G & H to provide high quality retail boat gas services, the proposed lease of the City's fuel system allows G & H to:

1. Operate and maintain the City's fuel system, except the underground storage tank that will continue to be the City's responsibility.
2. Upgrade the current fuel dispensing unit (the pump) and other components as desired.
3. Purchase and store gas to sell to the public and to the City. The City's cost for the fuel will be billed at wholesale cost.

The proposed lease also ensures that the fuel system will be properly maintained by G & H. Any fuel system improvements made by G & H will become the property of the City if G & H no longer desires to provide retail boat gas sales.

LEGAL REVIEW: The lease agreement was approved by the Legal Department.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: 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. Staff will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS: The City will no longer have labor and some maintenance expenses for retail boat gas operations.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Lease Agreement with G & H Services, LLC-1 for Nelson Park Marina Fuel System	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH G & H
SERVICES, LLC-1 FOR NELSON PARK MARINA FUEL SYSTEM**

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

Section 1. That the Lease Agreement presented to the Council herewith as Exhibit A, and made a part hereof, by and between the City of Decatur, Illinois, and G & H Services, LLC-1, for Nelson Park Marina Fuel System, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the Mayor be, and is hereby, authorized and directed to sign, seal and attest said Lease Agreement on behalf of the City.

PRESENTED and ADOPTED this 15th day of April 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Fuel System Lease Agreement

In consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, this Lease Agreement ("Agreement") is entered into by and between G & H Services, LLC-1, an Illinois corporation ("G & H") and the City of Decatur, Illinois, an Illinois municipal corporation ("City"). The parties agree as follows:

Section 1. In exchange for G & H agreeing to operate a marina for Lake Decatur and the City allowing G & H to utilize the underground gas storage tank located near Lake Decatur for the storage of gas to be used in the operation of the marina business which includes the dispensing of gas, the City agrees to lease to G & H the Nelson Park Marina Fuel System consisting of underground piping and gas dispensing facilities ("fuel system") but excepting the underground fuel storage tank which shall remain the responsibility of the City.

Section 2. G & H shall be responsible for the management, maintenance, and improvements to the system as required by State and local laws, and as they deem necessary at their own cost and to retain any and all monies received from the management and operation of the fuel system. Any improvements made shall remain the property of the City unless agreed to in writing as provided in this Agreement. G & H agrees to maintain the fuel system in good working order and to operate the fuel system during those time periods that the marina operated by G & H is open to the public.

Section 3. G & H agrees to comply with all local, state and federal laws, statutes, and regulations in the performance of the improvements, maintenance, and operations of the fuel system including, but not limited to, proper licensing of persons authorized to dispense gas. The City may terminate this Agreement upon failure of G & H to comply with the requirements of this Section 3.

Section 4. G & H shall provide fuel system access to designated City personnel authorized to dispense gas from the fuel system. The Public Works Director will provide G & H with a list of said designated City personnel. G & H agrees to provide thirty (30) days advance notice to City for periods of time that the fuel system will not be operational except in emergency situations for which notice will be provided to City as soon as practicable.

Section 6. G & H will provide a report and invoice to the City on the first of every month setting forth the amount of gas used by the specific City personnel the previous month and setting forth the specific City personnel using the fuel system for each specific transaction for fuel use by the City of Decatur of governmental functions.

each specific transaction for fuel use by the City of Decatur of governmental functions. G & H agrees to charge and invoice the City only for G & H's actual wholesale (i.e. supplier) cost with not markup or overhead costs. The City shall not be liable for and shall not be charged for any taxes and fees from which the City is exempt. The City will pay G & H within 30 days of receipt of invoice.

Section 7. G & H hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgements, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements including Worker's Compensation claims and including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges to the extent proximately caused or proximately arising out of negligent acts or omissions to act by G&H in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of G&H or its subcontractors.

The City shall indemnify and save harmless G&H, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of G&H and shall indemnify and save harmless G&H from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by the City in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the City or its subcontractors.

Section 8. This Agreement may only be amended by a written instrument signed by each party hereto. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement will be binding only if evidenced in writing and signed by each party.

Section 9. The parties to this Agreement are barred from transferring, assigning or delegating the rights and/or duties set forth herein, and any attempted transfer, assignment or delegation will be null and void.

Section 10. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.

Section 11. This Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and successors.

Section 12. 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 the parties shall have signed a single document.

Section 13. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

Section 14. All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

To City: Public Works Director
 City of Decatur
 #1 Gary K. Anderson Plaza
 Decatur, IL 62523

To: G & H Services, LLC-1
 2194 S. Imboden Ct.
 Decatur, IL 62521

Section 15. G & H and City represent to each other that each has retained and relied or had the opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement including, without limitation, tax consequences. G & H and City represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.

Section 16. This is an enforceable Agreement placing specific obligations on the City and G & H. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

Section 17. 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.

Section 18. Failure of either party to require strict compliance by the other party with any provision of this Agreement on one or more occasions will not constitute a waiver of the right to require strict compliance with the provision on any later occasion.

Section 19. The warranties and agreements contained herein shall extend to and be obligated upon the parties' respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto.

Section 20. This Agreement may be terminated in whole or in part by either party in writing in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. No termination shall be effective until and unless the other party is given not less than fifteen (15) calendar days prior written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination.

Section 21. Time shall be considered to be of the essence of this Agreement.

Section 22. This Agreement shall be construed, interpreted, and governed by the laws of the State of Illinois. Each Party agrees that any legal action to enforce or defend with respect to this Agreement (a "Legal Action") shall be brought only in the Circuit Court of the State of Illinois in Macon County. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois. Each Party further accepts for itself, himself or herself and in respect of its, his or her property, generally and unconditionally, the exclusive jurisdiction of that court with respect to any Legal Action and irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it, he or she may now or hereafter have to the bringing of any Legal Action in that jurisdiction and venue.

Section 23. No failure or delay by either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

Section 24. This Agreement shall be in effect as long as G & H is operating a marina on or immediately adjacent to Lake Decatur. This Agreement shall terminate immediately and without notice if and when G & H ceases to operate said marina. Either party may terminate this Agreement with six months prior notice to the non-terminating party.

Section 25. G & H agrees to obtain and maintain the following insurance coverages with the City of Decatur, its trustees, officers, directors, and employees are named as additional insureds:

- General Liability - \$1,000,000 Each Occurrence, \$2,000,000 Aggregate
- Workers Compensation - \$500K/\$500K/\$500K
- Umbrella/Excess Liability \$5,000,000 Each Occurrence/ \$5,000,000 Aggregate

G&H will provide a certificate of insurance upon execution of the agreement and annually each year thereafter for the term of the agreement.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed as of the day and year appearing opposite their signatures below.

G & H SERVICES, LLC-1

BY: Valerie Doran
ITS: President
DATE: 3/29/24

STATE OF ILLINOIS)
COUNTY OF Macon)

I, Kristin Sprague, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Valerie Doran, personally known to me to be the same person, whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of March, 2024.

CITY OF DECATUR, ILLINOIS

BY: _____
ITS: Mayor
DATE: _____



Kristin Sprague

ATTEST:

CITY CLERK

Information Technology

DATE: 4/15/2024

MEMO: 2024-02

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, IT Director

SUBJECT: Resolution Authorizing Approval to Renew Annual License and Support Agreement from Tyler Technologies, Inc. for the MUNIS Enterprise Financial Software Suite.

SUMMARY RECOMMENDATION: City staff recommends that City Council approve the attached resolution authorizing the City Manager to renew the annual Support and License Agreement with Tyler Technologies, Inc. MUNIS Division for software license and maintenance services for the period May 1, 2024, to April 30, 2025.

BACKGROUND:

This is the annual licensing and support agreement between the City of Decatur and Tyler Technologies, Inc., MUNIS Division, for licensed use of the integrated software system that supports financial accounting, purchasing, payroll, budget preparation, inventory control, fixed assets, business licensing, general billing, accounts payable, human capital, and other transactions/functions, including reporting. The attached renewal quote extends the City's software license and maintenance agreement for an additional year. The agreement further grants the City rights to receive application updates, upgrades, and technical and operational support.

Information Technology continues to work with Tyler Technologies to reduce escalation of our annual license and maintenance costs for MUNIS. This year's renewal (\$218,646.57) represents an increase of nearly 5% over last year's cost which increased 6.35%. Just as I did last year, putting this cost into perspective, other electronic resource planning (ERP) systems maintenance costs I have managed for other organizations nearly ten years ago were proportionately higher for comparable software. For example, annual licensing and maintenance at a hospital I previously worked for was just under \$500,000 and was right around \$350,00 for a smaller hospital I also worked with. I am sure costs have increased over the years similar to what we are seeing with our costs and therefore don't believe our cost for this maintenance and licensing through Tyler is out of line.

PRIOR COUNCIL ACTION:

City has maintained an Annual Support and License Agreement with Tyler for the MUNIS ERP system since the system was originally purchased in 2003 and is necessary for daily operation of City business going forward.

POTENTIAL OBJECTIONS: None Anticipoated

INPUT FROM OTHER SOURCES: None

BUDGET/TIME IMPLICATIONS: James Edwards, IT Director, (217)450-2236

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Vendor Invoice	Backup Material

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING APPROVAL TO RENEW ANNUAL LICENSE AND
SUPPORT AGREEMENT FROM TYLER TECHNOLOGIES, INC. FOR THE MUNIS
ENTERPRISE FINANCIAL SOFTWARE SUITE**

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

Section 1. That the invoice presented to the City Council herewith and marked Exhibit A from Tyler Technologies, Inc. for the Annual License and Support renewal for the MUNIS Enterprise Financial Software System Suite, be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and he is thereby, authorized and directed to make payment to Tyler Technologies in an amount not to exceed \$218,646.57 on behalf of the City of Decatur for annual license and support for the MUNIS Enterprise Financial Software System Suite.

PRESENTED and ADOPTED this 15th day of April 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

EXHIBIT A
(Page 1 of 2)



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-460003	04/01/2024	1 of 2

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF DECATUR
ATTN: CITY TREASURER
1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523-1196

Ship To: CITY OF DECATUR
ATTN: CITY TREASURER
1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523-1196

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41741	196811		USD	NET30	05/01/2024
Date	Description	Units	Rate	Extended Price	
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	35,314.85	35,314.85	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	9,710.91	9,710.91	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	8,829.21	8,829.21	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	10,683.46	10,683.46	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	4,414.61	4,414.61	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	8,829.21	8,829.21	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				
	SUPPORT & UPDATE LICENSING - INVENTORY	1	10,683.46	10,683.46	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	9,503.09	9,503.09	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	7,283.71	7,283.71	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				
	SUPPORT & UPDATE LICENSING - PAYROLL	1	14,567.37	14,567.37	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	8,034.26	8,034.26	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	10,594.65	10,594.65	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	7,503.60	7,503.60	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				
	TYLER FORM PROCESSING SUPPORT	1	6,131.64	6,131.64	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS	1	18,098.29	18,098.29	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	1	32,513.39	32,513.39	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				
	SUPPORT & UPDATE LICENSING - CASH MANAGEMENT	1	5,079.35	5,079.35	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				
	TYLER UNLIMITED CAL UPGRADE MAINTENANCE	1	6,200.00	6,200.00	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE	1	4,671.51	4,671.51	
	Maintenance: Start: 01/May/2024, End: 30/Apr/2025				

EXHIBIT A
(Page 2 of 2)



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<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-460003	04/01/2024	2 of 2

Questions:
Tyler Technologies - ERP & Schools
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Email: ar@tylertech.com

Bill To: CITY OF DECATUR
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1 GARY K. ANDERSON PLAZA
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Ship To: CITY OF DECATUR
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<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
41741	0		USD	NET30	05/01/2024
<i>Date</i>	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended Price</i>	

****ATTENTION****
Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	218,646.57
Sales Tax	0.00
Invoice Total	218,646.57

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-460003	04/01/2024	1 of 2

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41741	196811		USD	NET30	05/01/2024
<i>Date</i>	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended Price</i>	
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	35,314.85	35,314.85	
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	9,710.91	9,710.91	
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	8,829.21	8,829.21	
	SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	10,683.46	10,683.46	
	SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	4,414.61	4,414.61	
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	8,829.21	8,829.21	
	SUPPORT & UPDATE LICENSING - INVENTORY Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	10,683.46	10,683.46	
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	9,503.09	9,503.09	
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	7,283.71	7,283.71	
	SUPPORT & UPDATE LICENSING - PAYROLL Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	14,567.37	14,567.37	
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	8,034.26	8,034.26	
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	10,594.65	10,594.65	
	SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	7,503.60	7,503.60	
	TYLER FORM PROCESSING SUPPORT Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	6,131.64	6,131.64	
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	18,098.29	18,098.29	
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	32,513.39	32,513.39	
	SUPPORT & UPDATE LICENSING - CASH MANAGEMENT Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	5,079.35	5,079.35	
	TYLER UNLIMITED CAL UPGRADE MAINTENANCE Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	6,200.00	6,200.00	
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE Maintenance: Start: 01/May/2024, End: 30/Apr/2025	1	4,671.51	4,671.51	

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
045-460003	04/01/2024	2 of 2

Questions:

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF DECATUR
ATTN: CITY TREASURER
1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523-1196

Ship To: CITY OF DECATUR
ATTN: CITY TREASURER
1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523-1196

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
41741	0		USD	NET30	05/01/2024
<i>Date</i>	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended Price</i>	

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 218,646.57

Sales Tax 0.00

Invoice Total 218,646.57

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Civil Service Commission Minutes of March 5, 2024	Backup Material

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
March 5, 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
COMMISSIONER Sheri Hagen
COMMISSIONER Tony Wilkins
ACTING SECRETARY Penny Rogers
ADMINISTRATIVE ASSISTANT Sherry Beasley

ABSENT: NONE

Call to Order

Chair Ray called the meeting to order at 11:30 a.m.

Roll Call

Five 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:

The following citizen provided comments to the Commission: Abeer Motan.

The Minutes of the February 6, 2024, regular meeting were presented. Vice Chair Greg Spain moved that the February 6, 2024, regular meeting minutes be approved, seconded by Commissioner Sheri Hagen and upon call of the roll, Commissioners Amy Spry, Sheri Hagen, Tony Wilkins, 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 Commissioner Tony Wilkins and upon call of the roll, Commissioners Amy Spry, Sheri Hagen, Tony Wilkins, 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 Sheri Hagen and upon call of the roll, Commissioners Tony Wilkins, Amy Spry, Sheri

CIVIL SERVICE COMMISSION
OPEN SESSION MINUTES
March 5, 2024
Page 2

Hagen, 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 & Promotional Register for Engineering Technician II, Commissioner Amy Spry moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioners Sheri Hagen, Tony Wilkins, Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Acting Secretary Rogers declared the motion carried.

B. Authorization Request to Approve Adoption of Proposal to Amend Civil Service Rules

- 1-3 Amendment of Rules
- 1-7 Gender
- 1-9 Applicability
- 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
- 16 Fire Department Promotional Process
- 17 Police Department Promotional Process

Commissioner Tony Wilkins moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Greg Spain, and upon call of the roll, Commissioners Amy Spry, Sheri Hagen, Tony Wilkins, 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 Register for Water Plant Operator III, Commissioner Sheri Hagen, moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Tony Wilkins, Amy Spry, Sheri Hagen, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Acting Secretary Rogers declared the motion carried.

CIVIL SERVICE COMMISSION

OPEN SESSION MINUTES

March 5, 2024

Page 3

- B. Authorization Request to Approve Job Announcement & Establish Eligible Register for Fire Fighter, Vice Chair Greg Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioners Sheri Hagen, Amy Spry, Tony Wilkins, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Acting Secretary Rogers declared the motion carried.
- C. Authorization Request to Approve Job Announcement & Establish Promotional Register for Equipment Operator – Municipal Service, Commissioner Amy Spry moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Sheri Hagen, and upon call of the roll, Commissioners Tony Wilkins, Amy Spry, Sheri Hagen, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Acting Secretary Rogers declared the motion carried.
- D. Receiving and Filing of Personnel Actions – Vice Chair Greg Spain moved that the appointment, promotion, division letter of commendation, shift letter of commendation, civil service status, request for leave, probationary resignation, probationary termination, and disability retirement be received, placed on file, and approved, seconded by Commissioner Sheri Hagen, and upon call of the roll, Commissioners Tony Wilkins, Amy Spry, Sheri Hagen, 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, Commissioner Tony Wilkins moved to adjourn the meeting, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Sheri Hagen, Tony Wilkins, Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Acting Secretary Rogers declared the meeting adjourned at 11:54 a.m.

Respectfully Submitted,



Penny Rogers
Acting Secretary

City Clerk

DATE: 4/9/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Appointment - Construction and Housing Board of Appeals

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Dan Kline to the Construction and Housing Board of Appeals.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Dan Kline

Construction & Housing Board of Appeals

1/1/2025

DATED this 15th day of April 2024.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2024-_____
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 15th day of April 2024.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 15th day of April 2024.

Julie Moore Wolfe, Mayor

Public Works

DATE: 4/3/2024

MEMO: 2024-58

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory –2980 Lakeland Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 2980 Lakeland 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 2980 Lakeland Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2980 LAKELAND 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 Martin Kent Sunderland, Theresa K. Sunderland, and Neal C. Sunderland, requesting that there be annexed to the City territory described as:

LOT NINETEEN (19) IN BLOCK ONE (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.

PIN# 17-12-36-128-008

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 15th day of April 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

Martin Kent Sunderland
Theresa K. Sunderland

Neal C. Sunderland

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2980 Lakeland Road, and legally described as follows:

LOT NINETEEN (19) IN BLOCK ONE (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.

PIN # 17-12-36-128-008

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

Martin Kent Sunderland MARTIN KENT SUNDERLAND

Theresa K. Sunderland Theresa K. Sunderland

2980 Lakeland Rd.

Neal C. Sunderland Theresa K. Sunderland
for Neal C. Sunderland

Decatur, IL 62521-5918

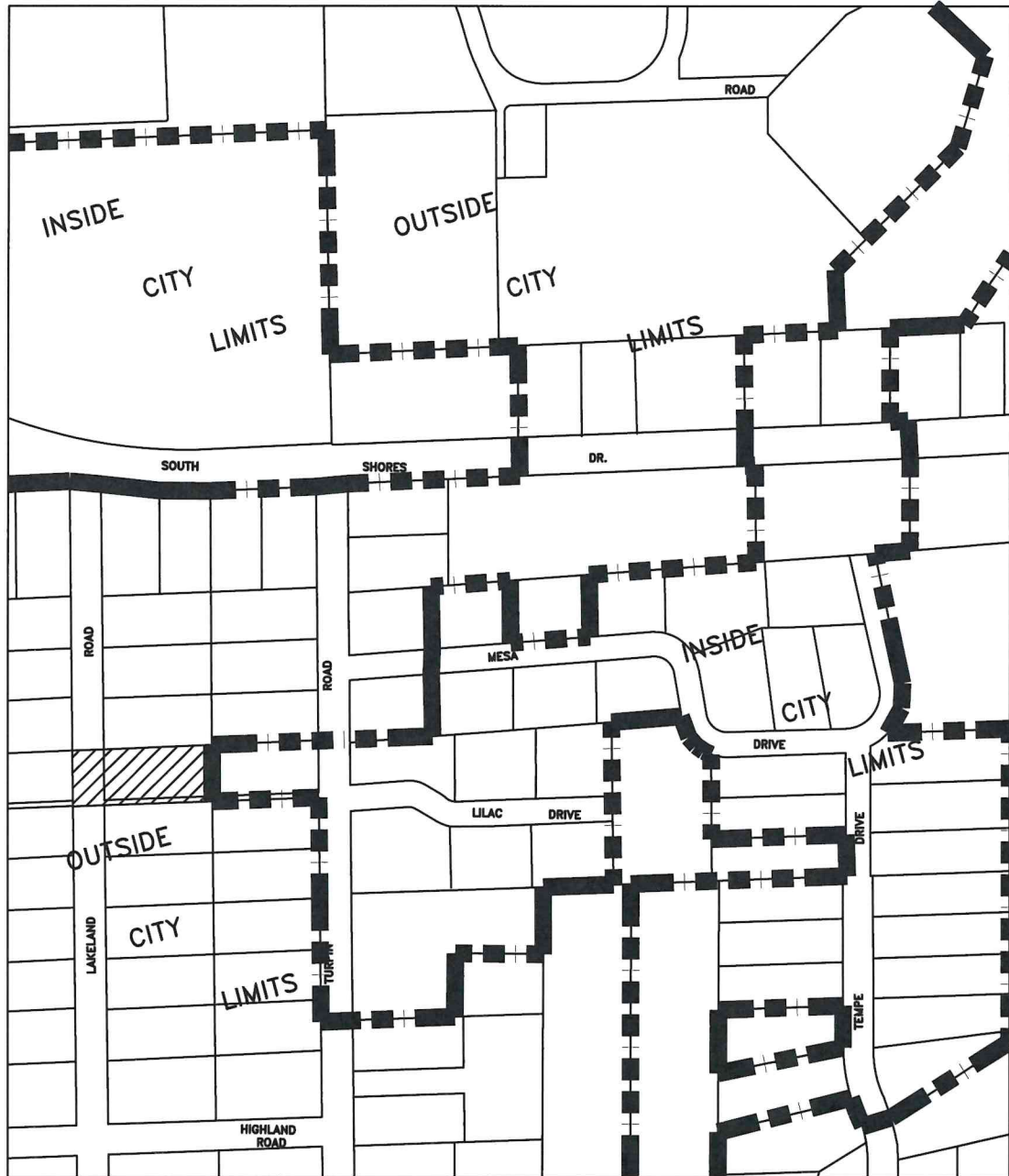
Signed and sworn to before me this 29th day of March, 20 24

Tara R. Bachstein

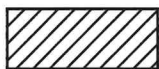
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2980 LAKELAND ROAD



indicates territory annexed



indicates existing corporate limits

0.48± acres

AREA 0.00075± sq. miles

110± lin. ft. of public road

SOUTH WHEATLAND township



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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____ Page 283 of 491

Public Works

DATE: 4/3/2024

MEMO: 2024-59

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory –2167 South Shores Drive

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2167 South Shores Drive be approved.

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

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and Tara Bachstein, Public Works Administrative Assistant. 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 2167 South Shores Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2167 SOUTH SHORES DRIVE**

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

LOT TWO (2) IN BLOCK ONE (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.

PIN# 17-12-36-128-004

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 15th day of April 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)_____

Michael E Revis

Linda R Revis

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2167 South Shores Drive, and legally described as follows:

LOT TWO (2) IN BLOCK ONE (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.

PIN # 17-12-36-128-004

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Michael E Revis
Linda R Revis

Michael E Revis
LINDA R. REVIS

2167 South Shores Dr
Decatur IL 62521

2167 SOUTH SHORES DR.
DECATUR, IL 62521

Signed and sworn to before me this 21st day of March, 2024

Paige Gruen

Notary Public



(Rev. 12/2014)

Public Works

DATE: 4/4/2024

MEMO: 2024-55

TO: Honorable Mayor Julie Moore Wolfe, 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

SUBJECT: Resolution Authorizing an Agreement with American Farmland Trust, for Services with the Regional Conservation Partnership Program

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the following resolutions for Regional Conservation Partnership Program (RCPP) services.

1. Resolution Authorizing an Agreement with American Farmland Trust, for services, with the Regional Conservation Partnership Program
2. Resolution Authorizing an Agreement with EcoMetrics LLC., for services, with the Regional Conservation Partnership Program
3. Resolution Authorizing an Agreement with Ecosystem Services Exchange, for services, with the Regional Conservation Partnership Program
4. Resolution Authorizing an Agreement with FarmRaise, for services, with the Regional Conservation Partnership Program
5. Resolution Authorizing an Agreement with ManPlan INC., for services, with the Regional Conservation Partnership Program
6. Resolution Authorizing an Agreement with Pinion LLC., for services, with the Regional Conservation Partnership Program

BACKGROUND:

In 2022, the City of Decatur was awarded a \$9.8 million-dollar United States Department of Agriculture (USDA) Regional Conservation Partnership Program (RCPP) grant focused on improving water quality in key areas across the Lake Decatur Watershed. The 5-year program provides substantial cost share funding and flexibility to landowners and growers for certain

conservation practices such as cover crops, nutrient management and reduced till. The six partner contracts discussed here illustrated the degree of original capacity-building the city must undertake to accomplish its watershed and sedimentation reduction goals. This is why we received the USDA grant.

To kick off the program, the first sign up period for farmers was from January 1, 2024 through March 29, 2024. Within that period, the program took applications that covered approximately 39,000 acres within the Lake Decatur Watershed concentrated in the section from Lake Decatur to Monticello, IL. We are currently working with the USDA to rank the applications for funding for the first year of the program. The City has multiple partners to assist with the various services provided by the grant. The agreements presented here represent the partnerships necessary to help the RCPP succeed. The cost of each agreement will be paid by the City initially and then reimbursed by the RCPP grant. These agreements will extend over the life of the grant, which will be around 5-years. The scope of work for each agreement is briefly described below.

American Farmland Trust (AFT)

This contract is not to exceed \$80,000 over the next 5 years and will be used for providing support to the farmer-to-farmer board, established by the City, which meets monthly. AFT will assist with RCPP financial contribution tracking and assist with farmer outreach during the Natural Resource Conservation Service (NRCS) application process which helps match farmers to funding.

EcoMetrics LLC

This contract is not to exceed \$35,000 over the next 5 years and will be crucial in providing data related to the conservation application results and the preparation of a final report which will be needed to satisfy USDA outcome reporting requirements under the RCPP. EcoMetrics will quantify the indirect and non-tangible economic and social benefits of watershed investments and the RCPP. It can be used by the City to better understand and quantify the local and regional value generated from investments in the watershed program and grants received beyond just direct expenditures and reductions in sediment and nutrients entering the reservoir. For example, the value to the local economy and City from improved water quality and additional lake recreational usage or the expansion of local business investment in products and services necessary to support the RCPP.

Ecosystem Services Exchange

This contract is not to exceed \$469,792.52 over the next 5 years and will be for designing conservation drainage practices required by the grant. The designs will meet USDA and NRCS standards. Examples of these drainage practices include drainage water management structures, saturated buffers around farm fields, and denitrifying bioreactors near drainage areas. These practices help decrease both sediment and nitrates from flowing into Lake Decatur.

FarmRaise

This contract is not to exceed \$83,200 over the next 5 years and will produce a digital, online module for use by prospective farmer applicants and RCPP program administrators to expedite the completion of USDA eligibility and program application paperwork. The module will be made freely available to all prospective growers and the administrators that are working with them.

ManPlan INC.

This contract is not to exceed \$120,000 over the next 5 years to allow this technical service provider to work with farmers in nutrient management to support the RCPP. As a partner with the RCPP grant, these services are discounted at 20% for nutrient management plans, soil health management plans, soil health testing, and soil testing for nutrient management. These practices will reduce the amount of nutrients being used on farm fields that eventually reach lake Decatur.

Pinion LLC

This contract is not to exceed \$900,000 over the next 5 years to work with farmers on developing nutrient management and soil conservation plans. They will also provide support to the local USDA NRCS office on conservation planning, job sheets, practice checkoff, coordination with RCPP partners and work with the City's farmer advisory board to provide technical assistance.

LEGAL REVIEW: The agreements were approved by the Legal Department.

PRIOR COUNCIL ACTION: None.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: 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. Staff will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS: Funding for this expense is included in this year's Water Lake Capital Budget and will be reimbursed by the RCPP grant.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution Authorizing an Agreement with American Farmland Trust, for Services with the Regional Conservation Partnership Program	Resolution Letter

April 11, 2024

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Watershed Management Items on the Consent Agenda

Items "E" through "L" (inclusively) in the April 15 Consent Agenda all concern the city's ongoing efforts to better manage the Lake Decatur watershed, reduce sediment entering Lake Decatur, and implement the several State and Federal grants the city has received for this purpose.

They include contracts with partner agencies, data collection, consulting services, agreements with farmers for sediment breaks and more.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH AMERICAN
FARMLAND TRUST, FOR SERVICES, WITH THE REGIONAL
CONSERVATION PARTNERSHIP PROGRAM**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A, and made a part hereof, between the City of Decatur, Illinois, and the American Farmland Trust, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said agreement between the City of Decatur, Illinois, and American Farmland Trust, for a cost not to exceed \$80,000.

PRESENTED and ADOPTED this 15th day of April 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

CITY OF DECATUR
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and American Farmland Trust ("Contractor/Consultant"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SECTION 1. SCOPE OF WORK

A. DESCRIPTION

The professional services to be provided to the City under this Agreement shall be:

To support the City of Decatur's RCPP titled "Lake Decatur RCPP Water Quality Initiative," American Farmland Trust (AFT) will provide services involving project management and outreach and/or as more particularly set forth as Exhibit "A," attached and incorporated by reference herein and made a part of this Agreement hereof.

B. NAME/NUMBER

The name of the Project under which this Agreement applies is the Regional Conservation Partnership Program grant and the City Project Number is 2724-A-1126. The total award amount for this RCPP is \$9,883,117.

C. CHANGE

The only work that shall be performed is that as described and set forth in Exhibit A and is the only work authorized to be performed under this Agreement. Should the size, complexity or other variable of the project exceed the amount of work contemplated by this contract or set forth in the Scope of Work, **WRITTEN** authorization in the form of a Change Order **MUST** be obtained from the Director of Public Works of the City to perform extra work PRIOR to any extra work actually being performed or undertaken. The cost or expenses incurred in performing any work prior to written authorization as described in paragraph 1(C) shall not be paid by the City nor reimbursed by the City. The sum of all work authorized by this agreement plus any change orders that may be approved shall not exceed that which is authorized by the City Council.

SECTION 2. TIME

A. START DATE

The Parties agree that the start date for the work to be performed as set forth in Exhibit A shall be August 15, 2022.

B. COMPLETION DATE

The Parties agree that the estimated completion date shall be April 12, 2028.

C. TIME

The Parties recognize and agree that time is an important element of this Agreement.

SECTION 3. GENERAL

A. SUCCESSORS AND ASSIGNS.

The parties each agree to bind their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement, except as set forth elsewhere in this Agreement, neither party shall assign, sublet, or transfer their respective interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

B. DOCUMENTS.

All drawings, specifications, reports, records, plans, electronic files or other documents that are produced or developed for the City as part of the Scope of Work of this Agreement are public documents and shall be deemed to be owned by the City and shall remain property of the City whether the Project is completed or not.

C. INFORMATION

The City shall furnish, at the City's expense, all information, requirements, reports, data, surveys and other records required by this Agreement. The parties agree that such information may be used in performing services required under this Agreement and that the parties are entitled to rely upon the accuracy and completeness thereof.

D. SEVERABILITY

If any section, terms or provisions of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.

E. DRUG FREE WORKPLACE

The Contractor/Consultant agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq.. If the Contractor/Consultant has twenty-five (25) or more employees or this Agreement is for more than Five Thousand Dollars (\$5000.00), the City shall be provided the Drug Free Workplace Certification .

F. BID RIGGING, ROTATION

In accordance with the Illinois Criminal Code, the Contractor/Consultant certifies that it is not barred from bidding on contracts as a result of a violation of any section or subsection of the Bid Rigging or Bid Rotating Statutes of the Illinois Criminal Code.

G. FEDERAL FUNDING

If Federal funds are utilized as a source of Project funding, the Contractor/Consultant shall abide by the terms of all Federal requirements in the performance of duties hereunder.

H. INDEPENDENT CONTRACTOR STATUS

Nothing contained in this Agreement shall be construed to make the Contractor/Consultant an employee or partner of the City. The Contractor/Consultant shall at all times hereunder be construed to be an independent contractor.

E. EQUAL EMPLOYMENT OPPORTUNITY.

The Contractor/Consultant agrees to abide by and comply with the City's Equal Employment Opportunity Clause attached as Exhibit B, attached and incorporated by reference herein and made a part of this Agreement hereof.

SECTION 4. PAYMENT

A. AMOUNT.

Payment for services under this Agreement shall be no more than Eighty-thousand Dollars (\$80,000).

B. METHOD OF COMPENSATION.

The basis for compensation shall be payment for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Direct Hourly Labor Costs in effect, as shown on Exhibit C, attached and incorporated by reference herein and made a part of this Agreement hereof, plus reimbursable expenses with a fixed upper limit as noted above in paragraph 4(A).

C. REIMBURSABLE EXPENSES

Reimbursable Expenses means the actual expenses incurred directly or indirectly in connection with the work including but not limited to transportation and subsistence, toll telephone calls, reproduction of printing and outside consultants.

D. INVOICE

Monthly invoices for services and reimbursable expenses may be submitted to the City based upon the proportion of the actual work completed at the time of billing. Invoices shall include a description of work completed, work remaining to be completed and the percentage completed based on the scope of work. Each invoice shall be accompanied by an Invoice Data Sheet as shown in Exhibit D, attached and incorporated by reference herein and made a part of this Agreement hereof. If the Contractor/Consultant prefers, the Invoice Data sheet may serve as the Consultant/Contractor's invoice.

E. TIME OF PAYMENT

Unless provided for otherwise, payments for professional services will be due and payable upon the receipt of the invoice for services and reimbursable expenses.

F. LATE PAYMENT

The parties agree that the Local Government Prompt Payment Act does not apply to this Agreement and no penalty for late payment shall apply or be sought against the City.

SECTION 5. TERMINATION

A. NOTICE

This Agreement may be terminated in whole or in part in writing by either party after giving written notice of not less than (15) calendar days to the other party of the intent to terminate.

B. WORK PRODUCT

Upon receipt of a notice to terminate from the City pursuant to this Agreement, all services affected shall be discontinued by the other party and the other party shall make available to the City at any reasonable time at a location specified by the City, all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated in performing the work under this Agreement, whether completed or in process.

C. COMPLETION OF WORK

Upon termination pursuant to this Agreement, the City may take over the work and complete the same by agreement with another party or otherwise.

D. PAYMENT

Upon termination pursuant to this Agreement, the City shall pay for all services and reimbursable expenses rendered to the date of termination as set forth in Section 4 of this Agreement.

SECTION 6. NOTICES

Any notices sent or required to be sent pursuant to the terms of this Agreement shall be sent via United States Postal Delivery first class and shall be made to the parties as set forth below and shall be considered sent on the date mailed.

CITY OF DECATUR:

Watershed and Lake Manager
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523
217.424.2834

AMERICAN FARMLAND TRUST:

Shelby Leick
American Farmland Trust
1150 Connecticut Ave NW Suite 600
Washington, DC 20036
815.265.6159

SECTION 7. HOLD HARMLESS AND INDEMNIFICATION.

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

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

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Contractor/Consultant under the terms of the Agreement. The Contractor/Consultant shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Contractor/Consultant's own judgment, may be necessary for the Contractor/Consultant's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

SECTION 8. GUARANTEE

The Contractor/Consultant shall perform its services in compliance with applicable standards of professional care and warrants its work and that of any Sub-Contractors/Sub-Consultants employed by the Contractor/Consultant meets such standards of professional care. The Contractor/Consultant shall not be required to guarantee the work of any Contractor/Consultant or Sub-Contractors/Sub-Consultants employed by the City. Unless specifically included in the scope of work for this project, the Contractor/Consultant shall have no authority to stop the work of contractors or consultants employed by the City, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

This Agreement is made between the City and the Contractor/Consultant and entered into on the date last written below. In witness, the parties have executed this Agreement.

DATED this _____ day of _____, 2____.

THE CITY OF DECATUR, ILLINOIS

BY: _____
MAYOR

ATTEST:

CITY CLERK

CONTRACTOR/CONSULTANT

BY: Ashley Bovino

ITS: CFO

ATTEST:

ITS: _____

Exhibit A

SCOPE OF WORK

Lake Decatur RCPP Project #2724

American Farmland Trust Proposal & Bid 2024-2026

The below proposal covers tasks in addition to American Farmland Trust's contribution. No administrative costs are included in this proposal.

Category: Project Management

Task 1: Provide support to farmer-to-farmer board on monthly basis and assist with RCPP financial contribution tracking support as needed

Total cost not-to-exceed: \$22,075

Category: Outreach

Task 1: Serve as the landowner liaison with NRCS to assist farmers and landowners through the NRCS application process.

Total cost not-to-exceed: \$22,800

Task 2: Conduct targeted outreach and education to engage farmers, especially historically underserved, socially disadvantaged, limited resource and veteran farmers, and provide training and coordination with project partners. This includes searching for right outreach audiences, attending events & speaking, and providing resources for beginning farmers, succession planning, etc.

Total cost not-to-exceed: \$28,825

Supplies

Total cost not-to-exceed: \$2,340

Travel

Total cost not-to-exceed: \$3,951

Total: \$79,991

EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes

of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

<p style="text-align: center;">Exhibit C</p> <p style="text-align: center;">DIRECT HOURLY LABOR COSTS</p> <p style="text-align: center;">As of the date of this contract.</p>		
Project Name: Lake Decatur RCPP		
Contractor / Consultant: American Farmland Trust		
Classification	Minimum	Maximum
Director	\$145.00	\$145.00
Project Manager	\$125.00	\$125.00
Technician	\$90.00	\$90.00
Clerical	\$80.00	\$80.00

Exhibit D
CITY OF DECATUR INVOICE DATA SHEET

Project:

(Contractor/Consultant Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		<i>(For City Use)</i>	
Avg. Total Labor Cost			
Percent Complete			

Contractor/Consultant
Signature:

Title:

Public Works

DATE: 4/4/2024

MEMO: 2024-55

TO: Honorable Mayor Julie Moore Wolfe, 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

SUBJECT: Resolution Authorizing an Agreement with EcoMetrics LLC., for services, with the Regional Conservation Partnership Program

SUMMARY RECOMMENDATION: See attached Resolution and Agreement with EcoMetrics LLC

ATTACHMENTS:

Description	Type
Resolution Authorizing an Agreement with EcoMetrics, LLC for Services with the Regional Conservation Partnership Program	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH ECOMETRICS LLC.,
FOR SERVICES, WITH THE REGIONAL CONSERVATION PARTNERSHIP
PROGRAM**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A, and made a part hereof, between the City of Decatur, Illinois, and the EcoMetrics, LLC, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said agreement between the City of Decatur, Illinois and EcoMetrics LLC, for a cost not to exceed \$35,000.

PRESENTED and ADOPTED this 15th day of April 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

February 19, 2024

TO: Water Production Manager, ; City of Decatur, IL
FROM: Edwin Pinero; President, EcoMetrics LLC
RE: Scope of Work- EcoMetrics Analysis of the Lake Decatur RCPP Water Quality Initiative (revised 3.23.2024)

EcoMetrics LLC is pleased to submit this work scope and proposal to the City of Decatur to conduct an EcoMetrics methodology analysis. EcoMetrics is a methodology that identifies, quantifies, and values (in monetized terms) the various environmental, economic, and social **outcomes** created by nature-based projects or activities. Specifically, this Scope of Work is to utilize the EcoMetrics methodology to evaluate the current baseline conditions, as well as the potential intended action scenarios in the Lake Decatur Water Quality Initiative.

In order to fully evaluate the value created by actions taken with the initiative, as well as determine how those changes relate to current conditions, it is important to know the environmental, economic, and social impacts, or **outcomes**. These impacts can be not only identified, but using EcoMetrics, can also be quantified and valued. This will allow for a more comprehensive evaluation of what this will mean to the environment and to stakeholders. Such information can be used to inform decision making and communications. This is done using recognized and credible protocols such that the results are verifiable and ready for audit.

Part of the project is defining the outcomes, and they are not all known in advance. EcoMetrics does not control what is done, it simply evaluates actions. For example, if the intent is to leave the soil where it is, then the only reason the value impact on sediment removed would be if the project decides to remove it, or it is to be evaluated as an option. EcoMetrics can evaluate any number of options or situations as scenarios for comparative purposes. Each action will have a unique set of outcomes and values for those outcomes.

The primary output of the EcoMetrics analysis is tabulation of outcomes, sorted by stakeholder, with net value created. *Net Value* for each outcome is determined by calculating the value created by the activity or project, minus value lost (if any) compared to current baseline conditions and corrected for investment. Values are then aggregated to determine the total value of all of the planned activities. Example of report tables as follows:

Outcome Values by Stakeholder

Stakeholder Group	Outcome	Value Created	Stakeholder Totals
Education	Scientific education	\$256,445	\$256,445
General Public	Medicinal/ Ornamental Resources	\$107,071,857	
	Raw Materials	\$127,358,305	
	Cultural Value	\$875,971,169	

	Aesthetic Value	\$1,107,905,208	\$4,590,189,983
	Air Quality - Other GHG	\$396,434,222	
	Food Provisioning	\$395,221,579	
	Carbon sequestration- social value	\$175,603,655	
	Nitrogen Retention- social value	\$263,430,888	
	Phosphorus Retention- social value	\$1,141,191,226	
	Value of Volunteering	\$1,874	
Recreational Users	General Recreation	\$1,091,770,666	\$1,091,770,666
Local Economy	Job Creation (Site Management)	\$2,459,707	\$4,178,676
	Job Creation (Nursery/Planting)	\$1,718,969	
Local Govt	Water Supply/Quantity	\$3,781,533,249	\$5,041,559,818
	Storm Flooding Protection	\$1,259,838,811	
	Local Resident Retention - Community Resources	\$187,758	
Property Owner	Climate Related Insurance	\$8,436,385	\$18,877,137
	Wind Protection	\$10,440,753	
Environment	Soil Stabilization	\$1,397,654,689	\$4,803,480,939
	Waste Treatment	\$1,047,400,676	
	Nutrient Cycling	\$16,003,822	
	Biological Control	\$337,231,844	
	Habitat and Biodiversity	\$1,819,169,595	
	Genetic Resources	\$3,554,330	
	Natural Regeneration	\$167,539,041	
	Water Regulation	\$14,926,941	

Funders	Market value of Carbon Credits	\$73,088,943	\$234,480,919
	Market value of Nitrogen Credits	\$107,921,420	
	Market Value of Phosphorus Credits	\$53,470,557	
	Total Present Value	\$15,692,194,181	
	Net Present Value	\$15,413,413,782	
	Investment	\$139,390,200	
	Return on Investment	110	

Financial Summary

Description	Value
Total Net Value	\$15,413,413,782
Investment	\$139,390,200
Total Return on Investment	110

Given the robust water quality monitoring efforts being pursued by the RCPP team, the EcoMetrics analysis primary focus will be on the socio-economic outcomes, however EcoMetrics can also take the quantified water quality information and provide valuation of outcomes associated with changes in water quality.

As reflected in the detailed scope below, an EcoMetrics project typically includes five major phases, consisting of a series of tasks. A detailed Scope of Work is provided in Appendix A:

- 1) Collection of key project information reflecting operational, biophysical, environmental, economic, and social/community parameters done via project owner interviews, peer-review research, and onsite data collection.
- 2) Engagement with key stakeholders, including identification, interviewing, and processing of interview feedback in accordance with Social Value International (SVI) protocols.
- 3) Creation of a customized version of the EcoMetrics platform that is aligned with the project type and expectations for the analysis. This allows for continued use of the platform for updated analysis without having to start from the beginning each time.

- 4) Analysis and compilation of information, including conversion metrics and proxies for entry into the EcoMetrics platform to generate results. This step includes modifying the platform (“customizing”) to reflect the nature of this project type; and
- 5) Compilation and reporting of results.

DELIVERABLES

EcoMetrics will provide the following project deliverables:

- 1) EcoMetrics Analysis (Spreadsheet tables)

- Listing the identified **outcomes**, sorted by affected stakeholder, showing the net value created or lost as a result of actions and activities
- Presented in quantified and monetary terms

- 2) Report

The work product will include a report containing the outcomes valuation information of Deliverable Item 1, as well as all supporting information and will provide valuable planning reporting metrics for corporate partners and easy-to-understand outcomes that can be presented to watershed residents and the community of Decatur.

- Specifically, the report contains:
 - Methodology
 - Assumptions
 - Results
 - Final conclusions
 - Projected costs
 - Benefits incurred or generated over a given time period
 - Environmental, social, and economic co-benefit values created
 - Market and non-market value return per dollar invested

EcoMetrics reports can also be certified by Social Value International, a worldwide organization that issues protocols for social return on investment analyses. In addition to the full report, EcoMetrics LLC can provide extracts of information for other uses as requested.

COST AND TIMELINE

The project fee is Not to Exceed **\$35,000.00 (thirty-five thousand dollars and no cents)**. Fee is payable 33% (\$12,000.00) at authorization to start and to cover Tasks 1, 3, and 4. The second 33% (\$12,000.00) will be due at the start of Task 2, and cover Tasks 2, 5, 6, 7, and 8. The final 33% (balance due but Not to Exceed \$11,000.00) due upon submission of the report and will cover Tasks 9, 10, and 11.

- **No Administrative Fees will be billed**
- **Actual project fee is \$50,000.00, as per the Commitment Letter dated October 22, 2020, EcoMetrics LLC is providing an in-kind partner contribution of \$15,000.00**

The analysis is expected to be completed as appropriate within the overall project schedule as defined by the duration of the RCPP. This is mostly dependent on the availability of specific stakeholders. EcoMetrics LLC will work closely with the City of Decatur, Northwater Consulting and other partners to ensure the most relevant data is incorporated into our analysis and outcomes, including but not limited to water quality monitoring results, RCPP cost-share practice expenditures, quantities of practices implemented and modeled nutrient and sediment load reductions. A detailed Task and Milestones graphic will be prepared as part of Task 1.

APPENDIX A- DETAILED SCOPE OF WORK

Specific tasks include:

Task 1. Convene Introductory Meeting

This meeting can be conducted on location or virtually. It is intended to be an overview of project specific details and to go over the EcoMetrics process in order to enable data collection and stakeholder identification. Discussions will include project logistics, including when and where meetings are held, what the parties are trying to accomplish in terms of the project, clarifying expert/consultant participants, goals for outcomes, and deliverables. During this discussion EcoMetrics LLC will identify what will be needed to create the customized version of the platform. For efficiency, it is recommended that Task 1 and 3 be done concurrently, in-person, and coordinated with a site visit.

Task 2. Develop an initial version of the customized EcoMetrics platform

EcoMetrics LLC will re-configure the base template to reflect input categories and parameters reflective of the expected project types and overall goals of the work. EcoMetrics LLC will also approximate what would be typically expected outcomes as well as available conversions and proxies. Realizing that as we do a project(s) more is learned, Task 11 below is intended to refine this template. For this project, it is assumed the premise of the template is to align with general characteristics of the intended water quality initiative.

Task 3. Establish a Baseline of Use and Value

EcoMetrics LLC will document the historic land use and environmental, social, and economic value created. EcoMetrics LLC anticipates working closely with the project team to obtain much of this information. From this work, an initial set of key environmental, social, and economic impact goals and indicators are established. It is proposed that this be combined with Task 1 in one in-person meeting.

Task 4. Identify and Engage Key Project Stakeholders and Participants

In collaboration with the project team, EcoMetrics LLC will develop a project stakeholder map. Understanding that the overall initiative includes stakeholder engagement, EcoMetrics LLC will integrate and coordinate with that effort to avoid duplicity and increase efficiency. The intent is to identify all stakeholder categories/types that would have an implicit or explicit interest in the project. This mapping is intended to identify stakeholders to be most impacted by the project and the project's sphere of influence, including project owners, property owners, surrounding communities, local and state government, and other affected organizations and parties. The stakeholder engagement process itself is in accordance with Social Value International (SVI) protocols and formats.

The engagement process may include additional one-on-one interviews as needed, and emailed surveys. In the interviews, the EcoMetrics LLC team will share information about the project. EcoMetrics LLC will solicit and gather stakeholder input on the uses and value of the project, as well as the perceived and desired goals, impacts, and outcomes of each specific stakeholder group. Interviews will encompass the following topics: background and uses; current quantitative attribution of economic, education, cultural, ecological value of the property; any quantitative attribution of economic, education, cultural, ecological value of the property after development; and assessing perceptions on monetary value of project development.

Using the EcoMetrics interview guide, the EcoMetrics LLC team will mix qualitative and quantitative inquiry to measure perceptions of change and outcomes of the project as well as describe what those numerical attributions meant to each participant and their relative stakeholder groups.

Task 5. Identify and Value Inputs and Outputs

EcoMetrics LLC will incorporate information about resources invested in the project efforts. Inputs include values for labor, time, land, research, and dollars invested by relevant stakeholders and project owners. The inputs of other stakeholder categories will be considered if those inputs are determined to be relevant to the material (financial) execution of the project. These inputs are necessary to ascertain ROI by comparing to outputs and outcomes. Outputs are specific changes that occur for each input.

Task 6. Identify Outcomes

Outcomes will be identified by first analyzing collected material from the qualitative phase. Outcomes are the impacts resulting from the outputs of the effort. Some outcomes are positive and beneficial and referred to as benefits. However, negative impacts are accounted for in order to present a balanced and objective analysis. Collected data will be analyzed to determine frequencies, differences, and similarities of outcomes identified by participants across stakeholder categories as well as by the research and data collection by EcoMetrics LLC, working in conjunction with the project team.

EcoMetrics LLC will create an Impact Map of relationships between objectives, inputs, outputs, and outcomes. In order to properly analyze and value the outcomes, several steps are taken, particularly to deal with social values. EcoMetrics LLC will develop a Theory of Change as perceived by stakeholders. The Theory of Change describes and summarizes the objectives, inputs, outputs, and outcomes of programs and activities for different stakeholder groups. The Theory of Change will delineate how varying stakeholder groups experience and perceive material change resulting from the inputs to the project.

Task 7. Quantify Outcomes

EcoMetrics LLC will compile, assess and integrate the most current peer-reviewed materials that support our analysis to quantify the outcomes. Quantification will be based on applicable and accepted methodologies using the most geographically and project-specific information available.

Task 8. Determine Monetized Values for Outcomes

EcoMetrics LLC will compile, assess and integrate the most current peer-reviewed materials that support our analytical outcomes to inform the calculation of financial proxies across outcomes. Using this information, EcoMetrics LLC will determine quantified values (in monetary terms) for outcomes.

Based on feedback from stakeholder engagement and independent analysis, EcoMetrics LLC will evaluate objectives, inputs, outputs, and outcomes, to develop an appropriate stakeholder weighting scheme to apply financial equivalents (via proxies) developed using primary and secondary resources. In addition, EcoMetrics LLC will correct valuation as follows:

- Apply discount factors
Discount factors will be used to correct outcome valuation. There are four categories of discount factors the EcoMetrics team will examine:
 - Counterfactual (deadweight): *Might this change happen anyway?*
 - Attribution: *What else might contribute to the outcomes?*
 - Displacement: *What might be displaced by the outcomes?*

- Drop-off for stakeholder groups: *Will activities result in less use by stakeholders?*
- Test outcomes for materiality and run sensitivity analysis
 - The outcomes and assumptions used to calculate the final values will be subject to various risks and uncertainties. Actual results could therefore differ materially from those expressed or implied in the forward-looking outcome information. EcoMetrics LLC will assess each outcome for variability based on sensitivity analysis and materiality.

Task 9. Summarize Environmental, Social, and Economic Value Created

EcoMetrics LLC will calculate the net present value (NPV), including the sum of the costs and benefits incurred or generated at different time periods. For these costs and benefits to be comparable, discount rates will be used for the NPV calculations. These rates will be determined by the EcoMetrics LLC team in consultation with project partners, but the default is a 3% discount rate. Discount rate analysis of 0% and 5% are applied as well to show impact of different rates on value totals.

Statement of risks of over claiming and limitations of conclusions derived from research will also be analyzed and presented. These will be calculated in conjunction with consideration and calculation of discount factors as well as the results of the sensitivity analysis. These will be presented as generalizations (i.e., not by stakeholder group) for the entire project.

Task 10. Generate Conclusions and Recommendations

Final conclusions and recommendations will be created through the EcoMetrics model and financial proxies and summarized by stakeholder group. Environmental, social, and economic co-benefits of the project will be quantified in both market and non-market terms.

In order to manage the various activities, as well as establish a baseline, elements of the aforementioned tasks occur more than once. The results are sorted by activity, each with its own analysis, although common attributes and aspects are carried across applicable activities. However, there is only one full composite report that will include analysis of all selected activities.

Task 11. Further Customize EcoMetrics

EcoMetrics LLC will conduct additional necessary primary research and conduct additional stakeholder engagements to fill gaps to populate the model, adapting key inputs to further customize EcoMetrics and for easier use on other projects.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of August 23, 2023 ("Effective Date"), by and between the City of Decatur, IL (Client), and EcoMetrics, LLC ("Contractor") a United States-based organization.

RECITALS

WHEREAS, CLIENT is interested in applying the EcoMetrics methodology to determine the co-benefits associated with the Lake Decatur Water Quality Initiative (the "Project").

WHEREAS, CLIENT requires an organization to provide certain research services to the Project, as described more fully in the scope of services attached hereto and incorporated herein by reference (the "Services"); and

WHEREAS, CONTRACTOR is willing to provide the Services for the Project and CLIENT is willing to compensate CONTRACTOR for the Services as set forth in the Budget (as herein defined), subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. Services. CLIENT hereby engages CONTRACTOR to provide the Services set forth in the Scope of work. CONTRACTOR will provide the Services through its designated employee(s) (each an "Employee"). CONTRACTOR will not subcontract the Services to third parties unless agreed upon in writing by CLIENT.

CLIENT will have the right to immediately dismiss Employee from Project if CLIENT determines that: (i) the presence of Employee has a detrimental or disruptive effect upon CLIENT's project or personnel; (ii) Employee is compromising CLIENT's standards of performance; (iii) Employee fails to abide by the terms of this Agreement or any CLIENT guidelines, policies, procedures, rules, or regulations, (iv) Employee fails to satisfy and maintain all legal requirements to work on projects in United States, and/or (v) CLIENT terminates this Agreement.

2. Regulatory Requirements. The parties agree that in performance of their respective obligations under this Agreement, each will comply with all applicable local, state, and federal laws including, but not limited to, U.S. export control laws and regulations, as applicable.

3. Obligations of CLIENT. Throughout the term of this Agreement, CLIENT agrees that it will (i) cooperate with CONTRACTOR as reasonably requested or required, on a prompt and timely basis, in order to enable CONTRACTOR to perform its duties hereunder, and (ii) provide CONTRACTOR information that it needs in order to perform the Services.

4. Obligations of CONTRACTOR. Throughout the term of this Agreement, CONTRACTOR agrees that CONTRACTOR will (i) cooperate with CLIENT and CLIENT's employees as reasonably requested or required, on a prompt and timely basis, in order to perform the Services, and (ii) provide the Services

in an appropriate, timely, and professional manner in accordance with all applicable laws, industry standards, and professional requirements.

5. Storage and Retention of Records.

(a) All materials, data and documentation obtained or generated by CONTRACTOR in the course of providing the Services, including all computerized records and files ("Records"), will be maintained in a secure area in accordance with industry standards.

(b) Upon completion of the Services or earlier termination of this Agreement, CONTRACTOR shall, at CLIENT's option, deliver the Records to CLIENT. Notwithstanding the foregoing, the Records may be retained as required by applicable law or as otherwise necessary for regulatory or insurance purposes.

6. Term and Termination. This Agreement shall be effective from the Effective Date until the third anniversary thereof, unless earlier terminated as provided herein or extended as provided in this paragraph. Notwithstanding any other provision of this Agreement, both CLIENT and CONTRACTOR shall each have the right to terminate this Agreement at any time, without cause or penalty, by delivering written notice of termination to the other party not less than thirty (30) days prior to such termination. The parties may renew this Agreement upon a mutually executed amendment to the Agreement.

7. Compensation. CLIENT agrees to pay CONTRACTOR the amounts set forth in the Budget attached hereto and incorporated herein by reference. CONTRACTOR will invoice CLIENT as per the schedule defined in the Scope of Work. CLIENT will pay CONTRACTOR within thirty (30) days from its receipt of CONTRACTOR's invoice.

8. Confidentiality. Confidentiality will be maintained in accordance with CLIENT requirements.

9. Intellectual Property.

Any intellectual property invented, authored, or otherwise created by CLIENT in the course of performing the Project will be owned by CLIENT. The input content, outputs and results of the work generated by the EcoMetrics methodology will be owned by CLIENT. The actual methodology content and cloud-based EcoMetrics platform will remain owned by CONTRACTOR.

10. Indemnification.

Contractor shall indemnify, defend and hold client, its and affiliates harmless from any and all claims which client may sustain or incur as the result of contractor's (i) violation of any law, (ii) breach of this agreement, or (iii) negligent or willful act, omission or conduct, including by any of its personnel, employees, subcontractors, students or agents (and including in the event of the actual or alleged joint negligence of client, but only to the extent of contractor's actual proportionate negligence) occurring in the course of contractor's performance under this agreement.

Client shall indemnify, defend and hold contractor harmless from any and all claims which contractor may sustain or incur as the result of client's (i) violation of any law, (ii) breach of this agreement, or (iii) negligent or willful act, omission or conduct, including by any of its personnel, employees or agents

(and including in the event of the actual or alleged joint negligence of contractor, but only to the extent of client's actual proportionate negligence) occurring in the course of client's performance under this agreement.

These indemnity obligations shall survive the expiration or termination of this agreement.

12. General Provisions.

(a) Force Majeure. Neither CONTRACTOR nor CLIENT shall be responsible for delays or errors in its performance under this Agreement occurring by reasons or circumstances beyond its control, including, without limitation, acts of civil or military authority, national emergencies, disease or pandemic, fire, flood, or catastrophe, acts of God, insurrection, war, riots, or failure of transportation, communication, or power supply.

(b) Independent Contractor. The parties agree that CONTRACTOR at all times during the term will be an independent contractor to CLIENT and that this Agreement does not create any relationship other than that of independent contractors, including any partnership, agency, or joint venture.

(c) Entire Agreement/Choice of Law. This Agreement sets forth the entire agreement and understanding of the parties relating to its subject matter, and supersedes all prior agreements, arrangements, and understandings, written or oral, relating to its subject matter. This Agreement shall be governed in accordance with and interpreted under the laws of the State of Illinois (with venue of Macon County, Illinois) without giving effect to its choice of law provisions.

(d) Amendment. Any changes to this Agreement shall be in writing in the form of an amendment mutually agreed upon and duly executed by both parties.

(e) Assignment. Except as may be herein specifically provided to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns; provided, however, that no assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto and any unauthorized attempted assignment shall be void and of no further force and effect.

(f) Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which so executed shall be deemed to be an original, but all such counterparts together constitute but one and the same instrument.

(g) No Third-Party Beneficiaries. The provisions of this Agreement are for the benefit of the parties and not for any other person or entity.

(h) Notices. All notices, invoices, requests, and other communications required hereunder shall be in writing and shall be deemed to have been given when presented personally or mailed by certified mail, return receipt requested, to:

CLIENT

City of Decatur
Water Production Manager
#1 Gary K. Anderson Plaza
Decatur, Illinois

CONTRACTOR

EcoMetrics LLC
ATTN: Edwin Pinero
President
211 South Harrison St
Easton, MD 21601

provided, however, that either party may notify the other party of a change in its notice information by providing the other party notice of that change in accordance with this section.

(k) Severability. The invalidity or unenforceability of any provision or portion of any provision of this Agreement shall not affect the validity or enforceability of the remainder of the same provision or any other provision of this Agreement and each provision hereof or portion of such shall be enforced to the fullest extent permitted by applicable law.

(l) Export Control. Notwithstanding any other provision of this Agreement, the parties understand and agree that they are subject to, and agree to abide by, any and all applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The parties' obligations hereunder are contingent on the parties' ability to comply with applicable United States export and embargo laws and regulations. It is the expectation of the parties that the work done pursuant to this Agreement will constitute fundamental research and be exempt from export control licensing requirements under the applicable export control laws and regulations. The parties do not wish to take receipt of export-controlled information except as may be knowingly and expressly agreed to in writing signed by an authorized representative of the parties and for which the parties have made specific arrangements. The parties agree to work together to ensure that, with regard to this Agreement, both are in compliance with any and all applicable U.S. export control laws and regulations, as well as any and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls.

Authorization:

ECOMETRICS LLC

By: Edwin Pinero



Signature:

Date: February 2, 2024

City of Decatur

By: _____

Signature: _____

Date: _____

Public Works

DATE: 4/4/2024

MEMO: 2024-55

TO: Honorable Mayor Julie Moore Wolfe, 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

SUBJECT: Resolution Authorizing an Agreement with Ecosystem Services Exchange, for Services, with the Regional Conservation Partnership Program

SUMMARY RECOMMENDATION: See attached Resolution with Exhibit A, Agreement with Ecosystem Services Exchange

ATTACHMENTS:

Description	Type
Resolution Authorizing an Agreement with Ecosystem Services Exchange, for Services with the Regional Conservation Partnership Program	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH ECOSYSTEM
SERVICES EXCHANGE, FOR SERVICES, WITH THE REGIONAL
CONSERVATION PARTNERSHIP PROGRAM**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A, and made a part hereof, between the City of Decatur, Illinois, and the Ecosystem Services Exchange, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said agreement between the City of Decatur, Illinois and Ecosystem Services Exchange, for a cost not to exceed \$469,792.52.

PRESENTED and ADOPTED this 15th day of April 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**CITY OF DECATUR
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation (“City”), and Ecosystem Services Exchange, LLC (“Contractor/Consultant”), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SECTION 1. SCOPE OF WORK

A. DESCRIPTION

The professional services to be provided to the City under this Agreement shall be conservation drainage practice design technical services in accordance with USDA Natural Resources Conservation Service (NRCS) Design and Implementation Activity 164 (DIA 164 – “Improved Management of Drainage Water Design”). The practices to be designed may include manual and automated versions of drainage water management (CPS 554), structures for water control (CPS 587), saturated buffers (CPS 604), and denitrifying bioreactors (CPS 605) as more particularly set forth as Exhibit “A” (Scope of Work), attached and incorporated by reference herein and made a part of this Agreement hereof. The full written proposal from ESE to support this scope of work and agreement with the City of Decatur is a separate document titled “ESE Proposal to the City of Decatur, Illinois – Lake Decatur Water Quality Initiative (Project ID #2024-55)” dated March 5, 2024.

B. NAME/NUMBER

The name of the Project under which this Agreement applies is the Regional Conservation Partnership Program grant and the City Project Number is 2024-55.

C. CHANGE

The only work that shall be performed is that as described and set forth in Exhibit A and is the only work authorized to be performed under this Agreement. Should the size, complexity or other variable of the project exceed the amount of work contemplated by this contract or set forth in the Scope of Work, **WRITTEN** authorization in the form of a Change Order **MUST** be obtained from the Director of Public Works of the City to perform extra work PRIOR to any extra work actually being performed or undertaken. The cost or expenses incurred in performing any work prior to written authorization as described in paragraph 1(C) shall not be paid by the City nor reimbursed by the City. The sum of all work authorized by this agreement plus any change orders that may be approved shall not exceed that which is authorized by the City Council.

SECTION 2. TIME

A. START DATE

The Parties agree that the start date for the work to be performed as set forth in Exhibit A shall be April 1, 2024.

B. COMPLETION DATE

The Parties agree that the estimated completion date shall be December 31, 2028.

C. TIME

The Parties recognize and agree that time is an important element of this Agreement.

SECTION 3. GENERAL

A. SUCCESSORS AND ASSIGNS.

The parties each agree to bind their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement, except as set forth elsewhere in this Agreement, neither party shall assign, sublet, or transfer their respective interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

B. DOCUMENTS.

All drawings, specifications, reports, records, plans, electronic files or other documents that are produced or developed for the City as part of the Scope of Work of this Agreement are public documents and shall be deemed to be owned by the City and shall remain property of the City whether the Project is completed or not.

C. INFORMATION

The City shall furnish, at the City's expense, all information, requirements, reports, data, surveys, and other records required by this Agreement. The parties agree that such information may be used in performing services required under this Agreement and that the parties are entitled to rely upon the accuracy and completeness thereof.

D. SEVERABILITY

If any section, terms or provisions of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.

E. DRUG FREE WORKPLACE

The Contractor/Consultant agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. If the Contractor/Consultant has twenty-five (25) or more employees or this Agreement is for more than Five Thousand Dollars (\$5000.00), the City shall be provided the Drug Free Workplace Certification .

F. BID RIGGING, ROTATION

In accordance with the Illinois Criminal Code, the Contractor/Consultant certifies that it is not barred from bidding on contracts as a result of a violation of any section or subsection of the Bid Rigging or Bid Rotating Statutes of the Illinois Criminal Code.

G. FEDERAL FUNDING

If Federal funds are utilized as a source of Project funding, the Contractor/Consultant shall abide by the terms of all Federal requirements in the performance of duties hereunder.

H. INDEPENDENT CONTRACTOR STATUS

Nothing contained in this Agreement shall be construed to make the Contractor/Consultant an employee or partner of the City. The Contractor/Consultant shall at all times hereunder be construed to be an independent contractor.

E. EQUAL EMPLOYMENT OPPORTUNITY.

The Contractor/Consultant agrees to abide by and comply with the City's Equal Employment Opportunity Clause attached as Exhibit B, attached and incorporated by reference herein and made a part of this Agreement hereof.

SECTION 4. PAYMENT

A. AMOUNT.

Payment for services under this Agreement shall be no more than four hundred sixty nine thousand and seven hundred and ninety two dollars and fifty two cents (\$469,792.52).

B. METHOD OF COMPENSATION.

The basis for compensation shall be the lump sum amount shown above in paragraph 4(A) dispersed through payments to ESE for each completed DIA 164s in the project according to the indicated reimbursement amount for a DIA 164 "with tile map" or "without tile map" as shown in Exhibit C, attached and incorporated by reference herein and made a part of this Agreement hereof, with a fixed upper limit as noted above in paragraph 4(A).

C. REIMBURSABLE EXPENSES

Reimbursable Expenses means the actual expenses incurred directly or indirectly in connection with the work including but not limited to transportation and subsistence, toll telephone calls, reproduction of printing and outside consultants. These are not applicable for this agreement as Ecosystem Services Exchange will complete all DIA 164s at the applicable dollar amounts shown in Exhibit C.

D. INVOICE

Monthly invoices for reimbursable expenses may be submitted to the City based upon the completion of DIA 164s at the time of billing and not previously invoiced. Invoices shall include a description of work completed, work remaining to be completed and the percentage completed based on the scope of work. Each invoice shall be accompanied by an Invoice Data Sheet as shown in Exhibit D, attached and incorporated by reference herein and made a part of this Agreement hereof. If the Contractor/Consultant prefers, the Invoice Data sheet may serve as the Consultant/Contractor's invoice.

E. TIME OF PAYMENT

Unless provided for otherwise, payments for professional services will be due and payable upon the receipt of the invoice for services and reimbursable expenses.

F. LATE PAYMENT

The parties agree that the Local Government Prompt Payment Act does not apply to this Agreement and no penalty for late payment shall apply or be sought against the City as long as reimbursement is made to Ecosystem Services Exchange within 60 days of submission of a correct invoice.

SECTION 5. TERMINATION

A. NOTICE

This Agreement may be terminated in whole or in part in writing by either party after giving written notice of not less than (15) calendar days to the other party of the intent to terminate.

B. WORK PRODUCT

Upon receipt of a notice to terminate from the City pursuant to this Agreement, all services affected shall be discontinued by the other party and the other party shall make available to the City at any reasonable time at a location specified by the City, all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated in performing the work under this Agreement, whether completed or in process.

C. COMPLETION OF WORK

Upon termination pursuant to this Agreement, the City may take over the work and complete the same by agreement with another party or otherwise.

D. PAYMENT

Upon termination pursuant to this Agreement, the City shall pay for all services and reimbursable expenses rendered to the date of termination as set forth in Section 4 of this Agreement.

SECTION 6. NOTICES

Any notices sent or required to be sent pursuant to the terms of this Agreement shall be sent via email and shall be made to ESE as set forth below and shall be considered sent on the date emailed.

CITY OF DECATUR:
Watershed and Lake Manager
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523
217.424.2834
jgunter@decaturil.gov

CONTRACTOR/CONSULTANT:
Thomas W. Christensen, Vice President for
Business Development
Ecosystem Services Exchange, LLC
P.O. Box 446
Adair, Iowa 50002
703-963-3167
tom@ecoexch.com

SECTION 7. HOLD HARMLESS AND INDEMNIFICATION.

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

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

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Contractor/Consultant under the terms of the Agreement. The Contractor/Consultant shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Contractor/Consultant's own judgment, may be necessary for the Contractor/Consultant's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special, or consequential damages.

SECTION 8. GUARANTEE

The Contractor/Consultant shall perform its services in compliance with applicable standards of professional care and warrants its work and that of any Sub-Contractors/Sub-Consultants employed by the Contractor/Consultant meets such standards of professional care. The Contractor/Consultant shall not be required to guarantee the work of any Contractor/Consultant or Sub-Contractors/Sub-Consultants employed by the City. Unless specifically included in the scope of work for this project, the Contractor/Consultant shall have no authority to stop the work of contractors or consultants employed by the City, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

This Agreement is made between the City and the Contractor/Consultant and entered into on the date last written below. In witness, the parties have executed this Agreement.

DATED this _____ day of _____, 2_____.

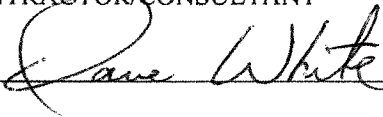
THE CITY OF DECATUR, ILLINOIS

BY: _____
MAYOR

ATTEST:

CITY CLERK

CONTRACTOR/CONSULTANT

BY: 

ITS: President (Dave White)


ATTEST:

ITS: Vice President for Business Development
(Thomas W. Christensen)

EXHIBIT A

SCOPE OF WORK

Under this agreement with the City of Decatur, ESE's role will be limited to the completion of conservation drainage practice designs for the project-specified practices. These designs will meet the requirements of the USDA Natural Resources Conservation Service (NRCS) Design & Implementation Activity 164 (DIA 164), "Improved Management of Drainage Water Design". A DIA 164 is used to support a farmer's use of a certified Technical Service Provider (TSP) for all aspects of site assessment through planning to final "shovel ready" design for the installation of manual and automated drainage water management, saturated buffers, and denitrifying bioreactors. An ESE-developed DIA 164 meets all NRCS requirements and enables a farmer to receive a payment from EQIP, RCPP, or another eligible conservation program for this completed plan/design. NRCS has estimated the full cost of the development of a DIA 164 for fields with existing tile maps and fields without existing tile maps. The cost of developing a DIA 164 is the same for a manual or automated drainage water management system, a saturated buffer, or a denitrifying bioreactor.

As producer's signup for participation in this RCPP Project for the eligible conservation drainage practices, ESE will work with them to complete planning and design activities consistent with the NRCS DIA 164. ESE has been provided an estimate of 70 practices needing DIA 164s at the amount of 14 per year for each of five years. ESE estimates that 40 of these sites for the development of DIA 164s will have a tile map available to use in the design process, and 30 will have no tile map available for use in the design process. This breakdown is an estimate only and the actual breakdown will be based on producer signup and whether or not they can provide a suitable tile map or not for use in the design process. NRCS has determined it is more costly to develop a DIA 164 in the absence of a tile map and this is reflected in the Illinois NRCS practice scenarios posted online. For federal fiscal year 2024, NRCS's estimate of the 100 percent (full) cost for a DIA 164 with tile map is \$6,839.36, whereas the 100 percent (full) cost estimate for a DIA 164 without a tile map is \$9,315.76. The published cost estimates are the basis for how NRCS provides financial assistance for a DIA 164 under EQIP and RCPP. These cost estimates are updated annually on a federal fiscal year basis to account for cost changes because of labor and other associated costs.

The DIA 164 is the site-specific prescription developed by ESE (NRCS certified Technical Service Provider) that helps the farmer to achieve the benefits of the designated conservation drainage practices - manual and automated drainage water management, saturated buffers, and denitrifying bioreactors. Costs accounted for in developing a DIA 164 include a site assessment for feasibility, a site investigation and survey to establish design parameters, and the development of the actual design and its specifications for practice installation. ESE also includes an Operation and Maintenance Plan for the practice to be used by the producer after its installation.

ESE will scrutinize each potential practice plan/design for optimized cost-effectiveness and functionality. For instance, a drainage water management system (automated or manual) needs to account for field slope, drainage volume, and other conditions, and a saturated buffer needs to be a certain length to be worthy of construction because of high contractor deployment and mobilization costs. Similarly, denitrifying bioreactors should be chosen where the design flow and nitrate load is high enough to justify the construction costs. ESE frequently combines multiple adjacent outlets into a single practice to

increase the benefit-to-cost ratio. All designs will include the use of LiDAR and an assessment of soil suitability for the proposed practice.

ESE will conduct remote site and feasibility assessments and make recommendations for the suitability of a drainage water management system (automated or manual), saturated buffers, and denitrifying bioreactors for each outlet identified by program participants and estimate the area of impact. ESE will communicate with participants regarding potential benefits, cost-effectiveness, and the overall functionality of each of the outlets in question.

ESE will develop comprehensive designs, construction cost estimates, and construction plans for each practice/site/outlet. ESE ensures that NRCS conservation practice standards are adhered to. The following products will be combined in a single package upon completion:

- Plans and specification for selected conservation drainage practices in accordance with Illinois NRCS conservation practice standards (CPSs) for 554, 587, 604, and 605.
- Operation and Maintenance Plan for the selected conservation drainage practices in accordance with Illinois NRCS CPSs 554, 587, 604, and 605.
- Engineer's estimate of probable construction costs for the selected conservation drainage practices.
- Documentation/certifications required for floodplain permitting.
- Checkout sheet for as-built documentation.

ESE is committed to achieving all of the applicable project schedule dates for its deliverables, and to ensuring its timely and thorough communication with the City of Decatur.

ESE's Budget Justification

NRCS has determined it is more costly to develop a DIA 164 in the absence of a tile map and this is reflected in the Illinois NRCS practice scenarios posted online. For federal fiscal year 2024, NRCS's estimate of the 100 percent (full) cost for a DIA 164 with tile map is \$6,839.36, whereas the 100 percent (full) cost estimate for a DIA 164 without a tile map is \$9,315.76. The published cost estimates are the basis for how NRCS provides financial assistance for a DIA 164 under EQIP and RCPP. These cost estimates are updated annually on a federal fiscal year basis to account for cost changes because of labor and other associated costs.

The proposed project budget for ESE is \$469,792.52 to complete the development and handoff to the City of Decatur for 70 DIA 164s. This amount is based on ESE applying a 20 percent discount to the NRCS full cost, thereby invoicing the City of Decatur for only 80 percent of the NRCS full cost. This will reduce ESE's total charge for the completion of 70 DIA 164s from \$587,240.65 to \$469,792.52 -- a savings of at least \$117,448.13 to the City of Decatur.

ESE will have responsibility for DIA 164 activities of the project -- remote site assessments, on-site investigations and engineering surveys, planning, and design. ESE anticipates using sub agreement(s) with local SWCDs to act on ESE's behalf to conduct most of the on-site investigations and engineering surveys. This will improve efficiency and ensure ESE does not have to request a travel budget from the City of Decatur to support on-site field work. Rather, ESE will perform its design work remotely with the

information gathered locally by a SWCD(s), and ESE will reimburse these local partners at an agreed-to amount for specified on-site work essential to design development.

The rationale for reimbursing ESE for its completed DIA 164s instead of on an hourly basis for technical services and associated travel and support costs, can be summarized as follows:

- Payment by completed DIA 164 (“the deliverable”) is the reimbursement basis that USDA NRCS has used since FY2009 through the Environmental Quality Incentives Program (EQIP) and later for RCPP when it came into existence through the 2014 Farm Bill. If NRCS were doing the producer-level contracts for this RCPP project it would be using these published practice scenarios and payment schedules to reimburse producers for their completed DIA 164, not tracking technical services by the hour.
- This reimbursement method is significantly more straightforward and does not require the tracking and reporting of hours. It saves all involved administrative time - - that is, do the deliverable (DIA 164) correctly and in accordance with NRCS requirements and get reimbursed a designated dollar amount consistently across the nation. The method is transparent, supported by NRCS’s posted documentation of its cost estimate, and efficient.
- ESE’s previous assessment of the work required to complete a DIA 164 has demonstrated that is requires similar amounts of time and effort regardless of the conservation drainage practice being designed - - drainage water management, saturated buffer, or denitrifying bioreactor.
- ESE has successfully and efficiently used and continues to use this approach in multiple partnership projects in the following states:
 - **Minnesota** with USDA NRCS – one completed project and a new project under implementation involving USDA NRCS funding.
 - **Ohio** with Ohio State University – two projects under implementation, one with Ohio EPA/U.S. EPA funding, and another project with Ohio Water Development Authority funding.
 - **Delaware** with ShoreRiver (nonprofit) and USDA NRCS – a new project under implementation.
- NRCS already has evaluated, estimated, and published the average cost of a DIA 164 and this amount is revisited on a federal fiscal year basis to ensure it remains current with component costs.



ESE's Proposal to the City of Decatur, Illinois

(TO: Mr. Keith Alexander, Water Production Manager, City of Decatur)

Lake Decatur Water Quality Initiative ([Project ID # 2724](#))

Supported by the

USDA NRCS Regional Conservation Partnership Program (RCPP)

ESE's Proposal Submitted By:

Dave White, President, ESE

ESE's Proposal Contact:

Thomas W. Christensen, Vice President of Business Development, ESE

Phone: 703-963-3167

Email: tom@ecoexch.com

Submitted on March 5, 2024



Mr. Keith Alexander
Water Production Manager
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523

March 5, 2024

Dear Mr. Alexander,

Ecosystem Services Exchange (ESE) appreciates the opportunity to submit a proposal to the City of Decatur to provide conservation drainage practice design technical services to assist the City with its implementation of the Lake Decatur Water Quality Initiative Regional Conservation Partnership Program (RCPP) - - Project ID # 2724. Based in Adair, Iowa, ESE has provided its technical leadership, expertise, and services in 19 states and Canada since 2010. It is a sister company of Agri Drain Corporation (ADC), also of Adair, Iowa, which has been a leader in water management technology innovation and equipment manufacturing since 1976. Charlie Schafer, a leading innovator and the President of ADC, is also the Founder of ESE.

ESE has been deeply involved in supporting innumerable partnership-based, landscape and watershed-scale projects through assistance to individual farmers on water management improvement. We work closely with both farmers and their land improvement contractors to ensure the proper planning, design, installation, and operation of conservation drainage practices and systems – all of which meet NRCS standards and specifications. ESE and ADC work hand-in-hand through many public/private partnership efforts across the Midwest, Great Lakes, and East Coast to deliver quality and timely expertise, technical assistance, and essential equipment to further the adoption of conservation drainage practices in a systems approach.

We recognize this City of Decatur's RCPP Project includes a focus on manual and automated drainage water management, saturated buffers, and denitrifying bioreactors and the need for technical services for associated site assessments and suitability determinations, engineering surveys, and practice designs for their installation. These are conservation drainage practices and associated technical processes that ESE is expert in. In just the last three years, ESE estimates that it has directly assisted farmers with the planning, design, and implementation of over 250 of these conservation practices on farms. Given our depth and breadth of experience and proven results with conservation drainage practices, ESE is wholly confident it will successfully deliver expeditiously the deliverables designated by the City of Decatur with streamlined processes, minimal burden to busy producers, and in accordance with all required quality standards. Additionally, ESE will not charge any administrative fees associated with its assistance to the City of Decatur.

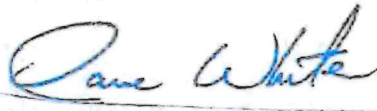
Based on the recommendation of Mr. Jeff Boeckler, Northwater Consulting, this proposal includes "Attachment A," which offers a contingency for the City of Decatur if it is not able to secure locally the technical services needed to support conservation drainage practice installation through this project. Attachment A provides a summary of these technical services and the cost reimbursement per hour and in total if the City of Decatur wants to access ESE for this expertise and capacity. ESE is equally qualified and experienced in working with land improvement contractors and producers on practice installation as it is with the planning and design of these practices. These technical services for

practice installation were not part of the original request of ESE related to this RCPP Project, but ESE can provide these services at the reimbursement amounts show on Attachment A (pages 10 and 11 of this document).

We encourage you to discuss the work performed by ESE with any of the references listed in this proposal, and certainly we can provide many more references if desired. ESE's technical staff operate with integrity, pay attention to customer service, and are dedicated to performing their work to the highest quality standards in a timely manner. ESE's reputation is based on the high quality of its technical services, its ability to work collaboratively in all settings, and its proven results in delivering services on time and at agreed upon prices. We are committed to sound conservation and the resulting benefits that accrue to farmers, their communities, and the environment.

Thank you for your consideration of our proposal. If you have questions, please contact Tom Christensen, ESE's Vice President of Business Development, at tom@ecoexch.com or 703-963-3167.

Sincerely,

A handwritten signature in blue ink that reads "Dave White". The signature is fluid and cursive, with the first name "Dave" and last name "White" clearly distinguishable.

Dave White, President
Ecosystem Services Exchange, LLC

ESE's Technical Services

ESE's Conservation Planners and Professional Engineer strive to achieve optimal functionality, water quality improvement, and effective and efficient use of stakeholder dollars for each site under consideration for a conservation drainage practice. This experienced technical team adheres to NRCS's conservation practice standards to ensure the integrity and quality of practice installation. However, the team also does its best to go beyond the standard and consider the overall function, performance, and longevity of each practice it plans, designs, and helps to install to optimize environmental results, and crop production as appropriate to a specific practice.

ESE will scrutinize each potential practice plan/design for optimized cost-effectiveness and functionality. For instance, a drainage water management system (automated or manual) needs to account for field slope, drainage volume, and other conditions, and a saturated buffer needs to be a certain length to be worthy of construction because of high contractor deployment and mobilization costs. Similarly, denitrifying bioreactors should be chosen where the design flow and nitrate load is high enough to justify the construction costs. ESE frequently combines multiple adjacent outlets into a single practice to increase the benefit-to-cost ratio. All designs will include the use of LiDAR and an assessment of soil suitability for the proposed practice.

ESE will conduct remote site and feasibility assessments and make recommendations for the suitability of a drainage water management system (automated or manual), saturated buffers, and denitrifying bioreactors for each outlet identified by program participants and estimate the area of impact. ESE will communicate with participants regarding potential benefits, cost-effectiveness, and the overall functionality of each of the outlets in question.

ESE will develop comprehensive designs, construction cost estimates, and construction plans for each practice/site/outlet. ESE ensures that NRCS conservation practice standards are adhered to. The following products will be combined in a single package upon completion:

- Plans and specification for selected conservation drainage practices in accordance with Illinois NRCS conservation practice standards (CPSs) for 554, 587, 604, and 605.
- Operation and Maintenance Plan for the selected conservation drainage practices in accordance with Illinois NRCS CPSs 554, 587, 604, and 605.
- Engineer's estimate of probable construction costs for the selected conservation drainage practices.
- Documentation/certifications required for floodplain permitting.
- Checkout sheet for as-built documentation.

ESE is committed to achieving all of the applicable project schedule dates for its deliverables, and to ensuring its timely and thorough communication with the City of Decatur.

ESE's Scope of Work

Under its anticipated agreement with the City of Decatur, ESE's role will be limited to the completion of conservation drainage practice designs for the project-specified practices. These designs will meet the requirements of the USDA Natural Resources Conservation Service (NRCS) Design & Implementation Activity 164 (DIA 164), "Improved Management of Drainage Water Design". A DIA 164 is used to support a farmer's use of a certified Technical Service Provider (TSP) for all aspects of site assessment through planning to final "shovel ready" design for the installation of manual and automated drainage water management, saturated buffers, and denitrifying bioreactors. An ESE-developed DIA 164 meets all NRCS requirements and enables a farmer to receive a payment from EQIP, RCPP, or another eligible conservation program for this completed plan/design. NRCS has estimated the full cost of the development of a DIA 164 for fields with existing tile maps and fields without existing tile maps. The cost of developing a DIA 164 is the same for a manual or automated drainage water management system, a saturated buffer, or a denitrifying bioreactor.

As producer's sign up for participation in this RCPP Project for the eligible conservation drainage practices, ESE will work with them to complete planning and design activities consistent with the NRCS DIA 164. ESE has been provided an estimate of 70 practices needing DIA 164s at the amount of 14 per year for each of five years. ESE estimates that 40 of these sites for the development of DIA 164s will have a tile map available to use in the design process, and 30 will have no tile map available for use

in the design process. This breakdown is an estimate only and the actual breakdown will be based on producer signup and whether or not they can provide a suitable tile map or not for use in the design process. NRCS has determined it is more costly to develop a DIA 164 in the absence of a tile map and this is reflected in the Illinois NRCS practice scenarios posted online.

For federal fiscal year 2024, NRCS's estimate of the 100 percent (full) cost for a DIA 164 with tile map is \$6,839.36, whereas the 100 percent (full) cost estimate for a DIA 164 without a tile map is \$9,315.76. **(Refer to the attached PDF for copies of the Illinois NRCS FY2024 Practice Scenarios for the DIA 164 with tile map and the DIA 164 without tile map).** The published cost estimates are the basis for how NRCS provides financial assistance for a DIA 164 under EQIP and RCPP. These cost estimates are updated annually on a federal fiscal year basis to account for cost changes because of labor and other associated costs.

The DIA 164 is the site-specific prescription developed by a TSP that helps the farmer to achieve the benefits of the designated conservation drainage practices - - manual and automated drainage water management, saturated buffers, and denitrifying bioreactors. Costs accounted for in developing a DIA 164 include a site assessment for feasibility, a site investigation and survey to establish design parameters, and the development of the actual design and its specifications for practice installation. ESE also includes an Operation and Maintenance Plan for the practice to be used by the producer after its installation.

ESE's Budget Justification

The proposed project budget for ESE is \$469,792.52 to complete the development and handoff to the City of Decatur for 70 DIA 164s, as displayed in Table A below. This amount is based on ESE applying a 20 percent discount to the NRCS full cost, thereby invoicing the City of Decatur for only 80 percent of the NRCS full cost. This will reduce ESE's total charge for the completion of 70 DIA 164s from \$587,240.65 to the \$469,792.52 amount shown in Table A below - - a savings of \$117,448.13 to the City of Decatur.

ESE will have responsibility for DIA 164 activities of the project - - remote site assessments, on-site investigations and engineering surveys, planning, and design. ESE anticipates using sub agreement(s) with local SWCDs to act on ESE's behalf to conduct most of the on-site investigations and engineering surveys. This will improve efficiency and ensure ESE does not have to request a travel budget from the City of Decatur to support on-site field work. Rather, ESE will perform its design work remotely with the information gathered locally by a SWCD(s), and ESE will reimburse these local partners at an agreed-to amount for specified on-site work essential to design development. ESE has used this approach successfully in multiple projects in Delaware, Iowa, Maryland, and Minnesota.

TABLE A

Overview of City of Decatur Payments to ESE for 70 Completed DIA 164s After 20 Percent Discount

"Lake Decatur Water Quality Initiative RCPP Project" – ID# 2724

RCPP Project Year	DIA 164 With Tile Map – Full Cost @ 100%	DIA 164 With Tile Map – ESE Cost @ 80%	DIA 164 With Tile Map – Estimated Number To Be Completed	Estimated Total Payment to ESE for Completed DIA 164s With Tile Map	DIA 164 Without Tile Map – Full Cost @ 100%	DIA 164 Without Tile Map – ESE Cost @ 80%	DIA 164 Without Tile Map – Estimated Number To Be Completed	Estimated Total Payment to ESE for Completed DIA 164s Without Tile Map	ESTIMATED TOTAL \$ TO BE PAID TO ESE FOR ALL COMPLETED DIA 164s BY PROJECT YEAR & LIFE OF PROJECT
	\$	\$	#	\$	\$	\$	#	\$	\$
2024	6,839.36	5,471.49	8	43,771.92	9,315.76	7,452.61	6	44,715.66	88,487.58
2025	7,044.54	5,635.63	8	45,085.04	9,595.23	7,676.18	6	46,057.08	91,142.12
2026	7,255.88	5,804.70	8	46,437.60	9,883.09	7,906.47	6	47,438.82	93,876.42
2027	7,473.56	5,978.85	8	47,830.80	10,179.58	8,143.66	6	48,861.96	96,692.76
2028	7,697.77	6,158.22	8	49,265.76	10,484.97	8,387.98	6	50,327.88	99,593.64
TOTAL for 5 Years	Not Applicable	Not Applicable	40	\$232,391.12	Not Applicable	Not Applicable	30	\$237,401.40	\$469,792.52 70 DIA 164s @ 20% Discount

SUPPORTING NOTES for TABLE A

1. Assumes annual inflation rate of 3 percent. Actual DIA 164 full cost is/will be based on the USDA NRCS amounts for Illinois published annually between November and January for a given federal fiscal year. ESE will discount the published NRCS DIA 164 full cost estimate by 20 percent, per the above table.
2. NRCS DIA 164 is estimated by USDA NRCS to cost the same to develop regardless of practice type; that is, the same design work and level of effort is required for manual drainage water management, automated drainage water management, a denitrifying bioreactor, or a saturated buffer. The only difference is if a tile map for the benefitting field exists to be used in the design process or if one does not exist. It is more expensive to design a practice if a tile map does not exist (is not available).
3. The distribution between DIA 164s with and without tile maps available for practice design is unknown until work begins with producers. For the above cost projection, ESE has estimated that 40 of the DIA 164s will have a tile map available and 30 of the DIA 164s will not have a tile map available.
4. The total dollar amounts available to ESE to earn for completed DIA 164s by year will not be exceeded without prior approval by the City of Decatur.
5. This overall estimate assumes that the City of Decatur's "Agreement for Professional Services" with ESE will be executed no later than March 31, 2024. If delayed beyond this date, some of the estimated 2024 work may be pushed in 2025, but it is anticipated 28 DIA 164s will be completed by the end of 2025 even if the start date for ESE's technical services is delayed based on when the agreement is executed - helping to keep the project on schedule.
6. The number of DIA 164s to be completed is an estimate and is controlled by producer signup because this RCPP project is a voluntary conservation program. ESE will work closely with the City of Decatur and other project partners to promote this opportunity for producers.
7. The distribution of the conservation drainage practices between manual drainage water management, automated drainage water management, denitrifying bioreactors, and saturated buffers will be determined by participating producers, their needs, and the site conditions regarding what is feasible. However, this will not make a difference regarding the cost of DIA 164s developed as the same design work and level of effort is required regardless of which of these practices is selected by a producer.

ESE's Experience & References

EXPERIENCE: ESE is a limited liability corporation (LLC) that operates based on a mission statement of, "Valuing Conservation for its Returns to the Land, Natural Resources, Producers, and Communities." It works directly with ag producers to improve their profitability and environmental performance through the adoption of conservation practices and systems that enable effective use and management of water resources. It employs highly qualified and experienced technical specialists to determine the feasibility of and carry out the planning, design, and installation oversight of conservation practices and systems that enable producers to optimize their water use. Optimized use of available water ensures crops receive the right amount, timing, and distribution of surface and subsurface water for crop productivity while also protecting and improving the environment.

ESE is currently an active partner in public/private partnerships in Delaware, Florida, Illinois, Indiana, Iowa, Minnesota, Mississippi, Maryland, Ohio, and Wisconsin to advance conservation drainage in agricultural settings. Throughout these partnerships, ESE has provided quality and timely technical services to implement public and private funded efforts for increased conservation drainage adoption while also providing effective project management and timely reports for funders.

ESE's work is performed by a licensed professional engineer and multiple certified Technical Service Providers, registered with NRCS, who use a site-specific planning approach to respond to the unique needs of each ag operation. These technical specialists assist with a wide array of water management conservation practices designed/installed to NRCS practice standards. **ESE's technical team has specialists who are certified NRCS Technical Service Providers in Illinois for the DIA 164 conservation activity and covering the following conservation drainage practices: drainage water management (CPS 554), structure for water control (CPS 587), saturated buffer (CPS 604), denitrifying bioreactor (CPS 605), subsurface drain (CPS 606), surface drain – field ditch (CPS 607), and surface drain – main/lateral (CPS 608).**

ESE works directly with ag producers to help them meet their water management needs efficiently and effectively using NRCS's time-tested and proven conservation practice standards, which are the "industry standard." Based on its on-the-ground experience with hundreds of producers since 2010, ESE knows that robust crop production, farm profitability, and healthy environmental outcomes are compatible goals with the right practices combined to address water management, agronomic, and soil health needs.

ESE has partnered with many private and public sector entities in 19 states and Canada since 2010. It has a long-standing business relationship with Agri Drain Corporation, a leading and recognized manufacturer/supplier of innovative, specialized, and proven conservation drainage equipment used in ESE's practice designs and installations. ESE also works with many other businesses, including suppliers of drainage tile, providers of agronomic technical services, and land improvement/drainage contractors. It works on projects coordinated by local, state, and federal public agencies that support ag production, conservation, and the environment. ESE also partners with nonprofit and ag producer organizations that share common goals to assist producers with their water management needs because of its multiple private and public benefits.

In particular, ESE enjoys close working relationships with innumerable land improvement/drainage contractors, whose expertise and skills are essential to the installation of conservation practices and systems. Land improvement/drainage contractors have a relationship of trust with ag producers because of their proven ability on-the-ground in ag settings.

ESE's experience is unique among businesses dedicated to helping ag producers with their water management needs. Among its leadership positions, it has over 175 years of private and public sector experience with the ag production and conservation interface, with formulating and managing partnerships for results, and in achieving outcomes that are good for the producer, the community, and the environment. ESE's highly proficient technical specialists are proven, experienced experts in water management in a diverse array of agricultural settings.

REFERENCES: With 14 years of direct service to agricultural producers on their farms, hands-on engagement with land improvement contractors, and involvement in innumerable partnership-based projects across 19 states and in Canada, ESE has many references it could provide to the City of Decatur to support its application. We have chosen three recently completed and/or active projects to provide references to and short project descriptions. Upon request, ESE would be pleased to provide additional references to the City of Decatur in support of its application. These three references are as follows:

1. Agribusiness Edge of Field Program – Heartland Cooperative (Iowa):

Key Contact: Ruth McCabe, Senior Conservation Agronomist, Heartland Cooperative
2829 Westown Parkway, Suite 350
West Des Moines, Iowa 50266
Phone Number: 515-418-8358
Email Address: rmccabe@heartlandcoop.com

The Agribusiness Edge of Field Program is led by Heartland Cooperative and is focused on the implementation of saturated buffers and denitrifying bioreactors. This project uses an agribusiness-led "Batch and Build" approach, and has been effective in reaching agricultural producers that have not traditionally interacted with state and federal conservation programs. It also has demonstrated the willingness of private industry to partner on long-term conservation programming in support of environmental improvement through edge of field conservation practices.

For this project, ESE serves as the licensed professional engineer of record for the design of saturated buffers and denitrifying bioreactors in accordance with NRCS conservation practice standards. ESE also is involved in preconstruction meetings, and performs construction inspection, oversight, and as-builts in concert with Heartland Cooperative.

2. Cedar River Clean Water Partnership Project (Iowa):

Key Contact: Tanner Puls, Edge of Field Coordinator, Iowa Department of Agriculture & Land Stewardship
Wallace State Office Building
502 E. 9th Street
Des Moines, Iowa 50319

Phone Number: 515-344-9319
Email Address: Tanner.Puls@IowaAgriculture.gov

Under the Cedar River Clean Water Partnership Project, ESE provides professional engineering services to the Iowa Department of Agriculture and Land Stewardship, Division of Soil Conservation and Water Quality, in support of the implementation of both saturated buffers and denitrifying bioreactors in accordance with NRCS conservation practice standards. The project was initiated in January 2019, and amended in August 2022 to add additional work for ESE to perform. The total cost of ESE's technical services over the life of the project cannot exceed \$190,959.

ESE's technical services to support the implementation of saturated buffers and denitrifying bioreactors is composed of three phases, as follows: Phase 1 (Practice Design and Layout), Phase 2 (Practice Management and Maintenance Plan), and Phase 3 (Construction Oversight and Checkout). The project employs the "Batch and Build" approach.

3. Planning, Technical Assistance, and Outreach to Improve Water Quality in Minnesota Thru In-Field and Edge-of-Field Managed Tile Drainage System Conservation Practices (Minnesota):

Key Contact: Dave Jones, State Conservation Engineer
USDA Natural Resources Conservation Service
375 Jackson Street
St. Paul, Minnesota 55101-1854

Phone Number: 651-602-7882

Email Address: dave.jones@usda.gov

ESE's multi-year, multi-county project with Minnesota NRCS was successfully completed on May 31, 2023 and expended \$808,180 (90% NRCS funding and 10% ESE in-kind contributions) for the planning, design, and installation of 37 conservation drainage practices that benefited 1,600 tile-drained cropland acres and reduces annual nitrogen loading by an estimated 17,880 pounds. Through the project, ESE provided "turn key" services (site investigation/surveys, planning and design, and full implementation with land improvement contractors) at no cost to producers. In addition to the installation of 18 automated and manual drainage water management systems, the project resulted in 14 saturated buffers totaling 13,165 linear feet and 5 denitrifying bioreactors totaling 1,340 cubic yards. ESE was responsible for all aspects of this project, with NRCS only carrying out its inherently governmental functions (HELC/WC Compliance, site cultural resource assessments, and producer Adjusted Gross Income determinations). The project was innovative in reducing bureaucratic barriers for producers and in addressing producer conservation drainage needs in a rapid timeframe with work of the highest quality. The "turn key" project model used by ESE in Minnesota and funded by NRCS was so successful that NRCS Minnesota selected ESE through a competitive process for a second \$1.2 + million "turn key" project in Minnesota, initiated in October 2023. ESE's innovative model approach is also mirrored by NRCS in Delaware and by Ohio EPA in Western Lake Erie Basin with new projects both involving ESE in the new 2024 federal fiscal year.

ESE's Key Project Personnel

ESE's technical staff are recognized industry leaders in conservation drainage, with expertise in project management, conservation drainage planning/design and implementation, and innovative strategies for automated drainage water management. Staff hold professional engineering licenses in Iowa and Minnesota, advanced degrees in civil engineering, hydrology and hydraulics, agricultural systems, and natural resources management, and certifications as NRCS Technical Service Providers (TSP) for various conservation drainage practices in many states.

The ESE technical staff that would be actively engaged with this project if funded by the City of Decatur are as follows: 1) **Dr. Andrew Craig**, Conservation Engineering Lead/Licensed Engineer/Certified TSP, 2) **Ben Reinhart**, Conservation Planner, and 3) **Andrew Mackrill**, Conservation Planner. Conservation Engineering Lead Andrew Craig is a state-licensed professional engineer in both Iowa and Minnesota. He also is a certified Technical Service Provider for the following NRCS conservation practices: Design and Implementation Activity 164, Drainage Water Management 554, Structures for Water Control 587, Denitrifying Bioreactors 605, Saturated Buffers 604, among other conservation practice. Conservation Planners Ben Reinhart and Andy Mackrill are certified Technical Service Providers in multiple states.



Andrew Craig, Conservation Engineering Lead: Andrew Craig has been with the ESE team since May, 2020. He received bachelor's and master's degrees from the University of Iowa (UI) in 2003 and 2005 in Civil Engineering – Hydraulics. He spent 13 years working at IIHR – Hydrosience & Engineering at UI on a wide variety of water resources subjects ranging from subsurface imagery, hydrographic survey, river sedimentation, fish passage, vortex and baffle drop shafts for combined sewer overflows, and many more. In 2017, he left IIHR to pursue a doctoral degree in agricultural engineering/land and water resources at Iowa State University (ISU) where he worked with the STRIPS (Science-based Trials of Row Crops Integrated with Prairie Strips) team studying the impact of prairie strips on the fate and transport of bacteria and antibiotic resistant genes from manure fertilizer. He received his PhD from ISU in June, 2021. Andrew now splits his time as Director of the Buss Hydrology Lab in the Department of Agricultural and Biosystems Engineering at ISU and as the Conservation Engineering Lead at ESE. At ESE, Andrew is mainly involved in conservation drainage practice design, development of automated water level and flow controls for these systems, and working to increase producer adoption of conservation drainage.



Andy Mackrill, Lead Conservation Planner: Andy is from Adair, Iowa. He has a bachelor's degree in environmental science from Buena Vista University and is also a graduate of the Overholt Drainage School. He joined ESE in January of 2013 and has since been involved in planning managed drainage and sub-surface irrigation projects throughout the Midwest. Andy is a certified Technical Service Provider for the NRCS.



Ben Reinhart, Conservation Planner: Ben holds a BS in Natural Resources and a MS in Ag Systems Management from Purdue University. Prior to joining the ESE team, Ben worked as Director of Operations and Ag Water Management for Clark Farm Drainage Inc. in Indiana where he was responsible for drainage project planning, design, and delivery. He also has more than 10 years of experience in the public and academic sectors, which has ranged from leading conservation programs for local watershed projects in Indiana to serving as Project Manager for a \$5 million, multi-state research project focused on increasing water storage in tile-drained landscapes to improve water quality and availability. He has authored multiple publications and on-line tools on innovative ag water management practices including drainage water recycling, controlled drainage and saturated buffers.

ESE's Statement of Availability

If ESE's proposal is awarded by the City of Decatur, Illinois, ESE is prepared to give the project its full attention and timeliness consistent with the City's expectations. Based on its vast experience and proven results, ESE fully understands its responsibilities and will ensure the ESE technical team is focused, fully prepared, and supported to deliver the desired results, and meets all requirements as an awardee of the City of Decatur. ESE is experienced and adept at managing multiple project workload streams, fully meeting its obligations to all project funders and partners, and desires successful results because of the benefits that will accrue to participating farmers, their communities, and the environment. As a Technical Service Provider for water management conservation practices, ESE has a strong positive reputation to uphold and is committed to being on time and with a level of quality service that sets the standard for the industry. ESE could not maintain its industry leading position for quality and timely conservation drainage practice technical services without its availability/accessibility to project funders and its attention to all deliverables.

If selected for this award, ESE will be interested in initiating its services to the City of Decatur, Illinois as soon as possible. The more site investigations and suitability determinations that can be carried out before spring planting, the more design workload can be carried out so that that preconstruction and construction activities can proceed as soon the weather allows and farmers/land improvement contractors are ready. The sooner these conservation practices are fully implemented, the sooner the benefits from them will accrue.

ESE has three permanent technical staff that will work on this project, including the Conservation Lead Engineer Andy Craig. Our business also can bring on additional staff as needed to increase capacity before it becomes an issue and impacts project progress. At any given time, ESE technical staff may be providing services across 10 or more active projects. However, they are experienced at managing this workload for optimized services and to avoid unnecessary down time. Each hour of their work day is maximized to focus on the production of deliverables in a timely and quality manner. ESE will meet or exceed all the expectations for timeframes applicable to its functions that are delineated by the City of Decatur.

ATTACHMENT A

Practice Installation Technical Services

“Lake Decatur Water Quality Initiative RCPP Project” – ID# 2724

Installation of conservation drainage practices requires technical expertise for pre-construction meetings between the producer and land improvement contractor, practice staking/layout, oversight of installation, checkout and certification of the practice being installed to NRCS conservation practice standards and site-specific design specifications, and documentation of the installation through “as-built” plans. ESE can perform these technical services functions with expertise and proficiency as proven in many projects, in many states, and through 14 years of success. **The costs of these ESE technical services are not included in the technical services planning and design proposal that precedes this attachment but are included here as a contingency for the City of Decatur should it not be able to secure this skill set and capacity locally.**

These costs are provided on hourly basis, and in total amounts for an estimated number of practice installations. If ESE were to be responsible for these technical services, the total estimated cost to the City of Decatur would be \$156,058.56 plus the costs identified in the narrative below the table labeled “Cost Reimbursement to ESE for Essential Travel to Support Practice Installation Technical Services”. Some ESE travel would be from locations near the project site, but some travel would be from ESE staff located in Iowa and/or Michigan. ESE’s objective would be to provide these technical service from qualified people locally to avoid as much as possible of the costs and time of long-distance travel.

Cost Reimbursement to ESE for Practice Installation Technical Services

RCPP Project Year	Number of Hours Per Practice	Number of Practices Installed	Total Hours for Practice Installation Technical Services	Cost Per Hour for Practice Installation Technical Services	Total Cost for ESE’s Practice Installation Technical Services
	#	#	#	\$	\$
2024	12	14	168	175.00	29,400.00
2025	12	14	168	180.25	30,282.00
2026	12	14	168	185.66	31,190.88
2027	12	14	168	191.14	32,111.52
2028	12	14	168	196.87	33,074.16
TOTAL for 5 Project Years	Not Applicable	70	840	Not Applicable	\$156,058.56 for 70 Practices Installed

NOTES:

1. Assumes 3 percent inflation per year, which has been accounted for in the hourly rate for practice installation technical services.
2. The hourly rate for technical services is a fully loaded rate; that is, inclusive of employee fringe benefits and their appropriate support cost. However, this amount does not include any travel costs associated with these technical services.
3. The estimated 12 hours per practice installation includes: virtual pre-practice installation meeting with the land improvement contractor and producer; practice layout for construction; oversight and on-site checks during construction with the land improvement contractor and producer; final checkout to ensure correctness of the installation; certification, documentation, and reporting to NRCS; in-person or virtual closeout meeting with the producer to ensure understanding of practice operation and maintenance (O&M) and review associated O&M plan.
4. A total of 70 conservation drainage practices will be implemented during the life of the project, at a rate of 14 per year starting in 2024. This number of practices is scalable, up or down, based on the City of Decatur’s need for these technical services.
5. Practice installation will be batched to reduce travel time and associated costs, and optimize technical services for on-the-ground needs. Ideally, an on-site “installation window” will entail a minimum of three practices ready for installation during a single trip. Trips will be limited to only those essential to ensure the quality and integrity of practice installation and virtual approaches will be used where appropriate.
6. The cost of these ESE technical services is not discounted given the uncertainty on the number of installation instances and their timing, thereby constraining ESE’s opportunities for greater efficiency and savings.

Cost Reimbursement to ESE for Essential Travel to Support Practice Installation Technical Services

1. ESE will seek to minimize travel by its permanent technical staff from Iowa and Michigan to the project site in Illinois, and will instead give priority to securing qualified local technical services to perform practice installation tasks. These technical services may be procured by ESE from a soil and water conservation district or districts through an ESE sub agreement(s) and/or a contract or contracts with a local qualified person or people, but will remain under ESE's direction, procedures, quality control, and responsibility. If associated travel is local, this travel cost will only be for mileage reimbursement at the federal mileage rate for the calendar year of these technical services.
2. Even if ESE procures these technical services locally, however, there will be some essential travel by ESE's engineer and/or other technical staff to ensure the correct quality and performance of work. If travel is required from outside the project area by ESE technical staff from Iowa or Michigan, the following reimbursement rates will be used to invoice the City of Decatur:

Mileage @ \$0.67 per mile, adjusted each calendar year to the current published federal rate.

Lodging @ \$107, plus taxes, adjusted each calendar year to the current published federal rate.

Meals @\$59 per day, adjusted each calendar year to the current published federal rate.

3. Additionally, for essential travel by ESE technical staff from outside the project area (Iowa and Michigan), ESE will charge one-half its practice installation technical service rate of \$175 per hour, or \$87.50 per hour for actual time spent traveling to and from the project site. This will not apply for local travel to the project installation sites. This reimbursement is necessary because of the long travel distances from Iowa and Michigan and the unproductive time of technical staff while driving these distances.

EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes

of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

EXHIBIT C DIRECT REIMBURSEMENT CHARGES PER COMPLETED DIA 164 As of the date of this contract.			
Project Name: Lake Decatur Water Quality Initiative RCPP Project – ID# 2024-55			
Contractor/Consultant: Ecosystem Services Exchange, LLC			
Agreement Deliverables by Type & Project Year	Estimated Number of Deliverables	Direct Reimbursement Charges Per Completed Deliverable \$	Direct Reimbursement Charge for all Completed Deliverables \$
DIA 164 <u>Without</u> Tile Map	30 Total		237,401.40
2024	6	7,425.50	44,715.00
2025	6	7,676.18	46,057.08
2026	6	7,906.47	47,438.82
2027	6	8,143.66	48,861.96
2028	6	8,387.98	50,327.88
DIA 164 <u>With</u> Tile Map	40 Total		232,391.12
2024	8	5,471.49	43,771.92
2025	8	5,635.63	45,085.04
2026	8	5,804.70	46,437.60
2027	8	5,978.85	47,830.80
2028	8	6,158.22	49,265.76
Total DIA 164s	70 Total		469,792.52
2024	14	44,715.00 + 43,771.92	88,487.58
2025	14	46,057.08 + 45,085.04	91,142.12
2026	14	47,438.82 + 46,437.60	93,876.42
2027	14	48,861.96 + 47,830.80	96,692.76
2028	14	50,327.88 + 49,265.76	99,593.64

NOTES:

1. The number of DIA 164s and the type of DIA 164s (with or without tile map) completed in a given project year are estimates only. The quantities will be controlled by producer signup and whether or not the field for which the DIA 164 is developed has an existing tile map or not.
2. The reimbursement cost for a DIA 164 increases by 3 percent each project year to account for inflation increases.
3. ESE would only invoice the City of Decatur when a DIA 164 has been completed and is ready for use by the City for implementation.

**EXHIBIT D
CITY OF DECATUR INVOICE DATA SHEET**

Project:

(Contractor/Consultant Name & Address)
Ecosystem Services Exchange
P.O. Box 446
Adair, Iowa 50002

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:
To:

Agreement/C.O.	Date Approved	Council Bill	Upper Limit
----------------	---------------	--------------	-------------

Original Contract			\$
-------------------	--	--	----

Item	To Date	Previous Invoices	This Invoice
DIA 164 Without Tile Map			
DIA 164 With Tile Map			
Total DIA 164 Reimbursement Cost to ESE			
TOTAL AMOUNT DUE THIS INVOICE:			
Total Agreement Funds	\$469,792.52	<i>(For City Use)</i>	
Total Agreement Funds Reimbursed to ESE to Date			
Percent Complete			

Contractor/Consultant
Signature: Thomas W.
Christensen

Title: Vice President for
Business Development,
ESE

Public Works

DATE: 4/4/2024

MEMO: 2024-55

TO: Honorable Mayor Julie Moore Wolfe, 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

SUBJECT: Resolution Authorizing an Agreement with FarmRaise, for services, with the Regional Conservation Partnership Program

SUMMARY RECOMMENDATION: See Attached Resolution with Exhibit A, Agreement with FarmRaise

ATTACHMENTS:

Description	Type
Resolution Authorizing an Agreement with FarmRaise, for Services, with the Regional Conservation Partnership Program	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH FARMRAISE, FOR
SERVICES, WITH THE REGIONAL CONSERVATION PARTNERSHIP
PROGRAM**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A, and made a part hereof, between the City of Decatur, Illinois, and the FarmRaise, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said agreement between the City of Decatur, Illinois and FarmRaise, for a cost not to exceed \$83,200.00.

PRESENTED and ADOPTED this 15th day of April 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

CITY OF DECATUR
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation (“City”), and FarmRaise, Inc. (“Contractor/Consultant”), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SECTION 1. SCOPE OF WORK

A. DESCRIPTION

The professional services to be provided to the City under this Agreement shall be: See Exhibit A.

and/or as more particularly set forth as Exhibit “A,” attached and incorporated by reference herein and made a part of this Agreement hereof.

B. NAME/NUMBER

The name of the Project under which this Agreement applies is the Regional Conservation Partnership Program grant and the City Project Number is 2024-55.

C. CHANGE

The only work that shall be performed is that as described and set forth in Exhibit A and is the only work authorized to be performed under this Agreement. Should the size, complexity or other variable of the project exceed the amount of work contemplated by this contract or set forth in the Scope of Work, **WRITTEN** authorization in the form of a Change Order **MUST** be obtained from the Director of Public Works of the City to perform extra work **PRIOR** to any extra work actually being performed or undertaken. The cost or expenses incurred in performing any work prior to written authorization as described in paragraph 1(C) shall not be paid by the City nor reimbursed by the City. The sum of all work authorized by this agreement plus any change orders that may be approved shall not exceed that which is authorized by the City Council.

SECTION 2. TIME

A. START DATE

The Parties agree that the start date for the work to be performed as set forth in Exhibit A shall be April 1, 2024.

B. COMPLETION DATE

The Parties agree that the estimated completion date shall be December 31, 2028.

C. TIME

The Parties recognize and agree that time is an important element of this Agreement.

SECTION 3. GENERAL

A. SUCCESSORS AND ASSIGNS.

The parties each agree to bind their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement, except as set forth elsewhere in this Agreement, neither party shall assign, sublet, or transfer their respective interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

B. DOCUMENTS.

All drawings, specifications, reports, records, plans, electronic files or other documents that are produced or developed for the City as part of the Scope of Work of this Agreement are public documents and shall be deemed to be owned by the City and shall remain property of the City whether the Project is completed or not.

C. INFORMATION

The City shall furnish, at the City's expense, all information, requirements, reports, data, surveys and other records required by this Agreement. The parties agree that such information may be used in performing services required under this Agreement and that the parties are entitled to rely upon the accuracy and completeness thereof.

D. SEVERABILITY

If any section, terms or provisions of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.

E. DRUG FREE WORKPLACE

The Contractor/Consultant agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq.. If the Contractor/Consultant has twenty-five (25) or more employees or this Agreement is for more than Five Thousand Dollars (\$5000.00), the City shall be provided the Drug Free Workplace Certification .

F. BID RIGGING, ROTATION

In accordance with the Illinois Criminal Code, the Contractor/Consultant certifies that it is not barred from bidding on contracts as a result of a violation of any section or subsection of the Bid Rigging or Bid Rotating Statutes of the Illinois Criminal Code.

G. FEDERAL FUNDING

If Federal funds are utilized as a source of Project funding, the Contractor/Consultant shall abide by the terms of all Federal requirements in the performance of duties hereunder.

H. INDEPENDENT CONTRACTOR STATUS

Nothing contained in this Agreement shall be construed to make the Contractor/Consultant an employee or partner of the City. The Contractor/Consultant shall at all times hereunder be construed to be an independent contractor.

E. EQUAL EMPLOYMENT OPPORTUNITY.

The Contractor/Consultant agrees to abide by and comply with the City's Equal Employment Opportunity Clause attached as Exhibit B, attached and incorporated by reference herein and made a part of this Agreement hereof.

SECTION 4. PAYMENT

A. AMOUNT.

Payment for services under this Agreement shall be no more than Eighty-Three Thousand and Two Hundred Dollars (\$83,200).

B. METHOD OF COMPENSATION.

The basis for compensation shall be either the lump sum amount shown above in paragraph 4(A) or payment for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Direct Hourly Labor Costs in effect, as shown on Exhibit C, attached and incorporated by reference herein and made a part of this Agreement hereof, plus reimbursable expenses with a fixed upper limit as noted above in paragraph 4(A).

C. REIMBURSABLE EXPENSES

Reimbursable Expenses means the actual expenses incurred directly or indirectly in connection with the work including but not limited to transportation and subsistence, toll telephone calls, reproduction of printing and outside consultants.

D. INVOICE

Monthly invoices for services and reimbursable expenses may be submitted to the City based upon the proportion of the actual work completed at the time of billing. Invoices shall include a description of work completed, work remaining to be completed and the percentage completed based on the scope of work. Each invoice shall be accompanied by an Invoice Data Sheet as shown in Exhibit D, attached and incorporated by reference herein and made a part of this Agreement hereof. If the Contractor/Consultant prefers, the Invoice Data sheet may serve as the Consultant/Contractor's invoice.

E. TIME OF PAYMENT

Unless provided for otherwise, payments for professional services will be due and payable upon the receipt of the invoice for services and reimbursable expenses.

F. LATE PAYMENT

The parties agree that the Local Government Prompt Payment Act does not apply to this Agreement and no penalty for late payment shall apply or be sought against the City.

SECTION 5. TERMINATION

A. NOTICE

This Agreement may be terminated in whole or in part in writing by either party after giving written notice of not less than (15) calendar days to the other party of the intent to terminate.

B. WORK PRODUCT

Upon receipt of a notice to terminate from the City pursuant to this Agreement, all services affected shall be discontinued by the other party and the other party shall make available to the City at any reasonable time at a location specified by the City, all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated in performing the work under this Agreement, whether completed or in process.

C. COMPLETION OF WORK

Upon termination pursuant to this Agreement, the City may take over the work and complete the same by agreement with another party or otherwise.

D. PAYMENT

Upon termination pursuant to this Agreement, the City shall pay for all services and reimbursable expenses rendered to the date of termination as set forth in Section 4 of this Agreement.

SECTION 6. NOTICES

Any notices sent or required to be sent pursuant to the terms of this Agreement shall be sent via United States Postal Delivery first class and shall be made to the parties as set forth below and shall be considered sent on the date mailed.

CITY OF DECATUR:

Watershed and Lake Manager
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523
217.424.2834
jgunter@decaturil.gov

CONTRACTOR/CONSULTANT:

Contact Person Name: Sami Tellatin
Firm: FarmRaise, Inc.
Street: 17130 Van Buren Blvd.
City, State, Zip: Riverside, California 92504
Office Phone: N/A
Mobile Phone: 417.840.2442
sami@farmraise.com

SECTION 7. HOLD HARMLESS AND INDEMNIFICATION.

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

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

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Contractor/Consultant under the terms of the Agreement. The Contractor/Consultant shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Contractor/Consultant's own judgment, may be necessary for the Contractor/Consultant's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

SECTION 8. GUARANTEE

The Contractor/Consultant shall perform its services in compliance with applicable standards of professional care and warrants its work and that of any Sub-Contractors/Sub-Consultants employed by the Contractor/Consultant meets such standards of professional care. The Contractor/Consultant shall not be required to guarantee the work of any Contractor/Consultant or Sub-Contractors/Sub-Consultants employed by the City. Unless specifically included in the scope of work for this project, the Contractor/Consultant shall have no authority to stop the work of contractors or consultants employed by the City, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

This Agreement is made between the City and the Contractor/Consultant and entered into on the date last written below. In witness, the parties have executed this Agreement.

DATED this _____ day of _____, 2____.


THE CITY OF DECATUR, ILLINOIS

BY: _____
MAYOR

ATTEST:

CITY CLERK

CONTRACTOR/CONSULTANT

BY:  _____
Sami Tellatin

ITS: Chief Operating Officer

ATTEST:

ITS: _____

Exhibit A

SCOPE OF WORK

December 14, 2023

To: City of Decatur

Attention: Keith Alexander, Water Production Manager, City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523

Subject: Scope of Services for expedited technical assistance for farmer applicants to the Lake Decatur Watershed RCPP (2024-55)

About FarmRaise

Established in 2020, FarmRaise provides an innovative, first-in-class tool that connects growers with game-changing capital to invest in farmland soil health and sustainability. As an official USDA Cooperator, FarmRaise is adept at developing secure and streamlined digital tools for producers; today, we partner closely with USDA officials to deliver streamlined, digital modules that enable producers to access key Farm Service Agency funding programs. Our software has supported hundreds of growers in navigating and completing paperwork for FSA and NRCS conservation cost-share programs.

We pride ourselves on designing and developing software using a user-centric and grower-guided approach. No other grant administration and tracking software exists that has been built by and for growers directly. FarmRaise also leverages crucial partnerships with entities like the USDA and government cooperators to create a critical feedback loop between funders, government agencies and the growers they serve.

Scope of Work for Lake Decatur Watershed RCPP (2024-55)

FarmRaise will produce a digital, online module for use by prospective farmer applicants and RCPP program administrators to expedite the completion of USDA eligibility and program application paperwork. The module will be made freely available to all prospective growers and the administrators that are working with them. Additionally, FarmRaise will provide, as an in-kind contribution, free access through a free trial to other supportive software from FarmRaise, including the FarmRaise FSA records support module and Premium farm funding library. FarmRaise will conduct the build of the module in the first year of the RCPP and will maintain and improve the module in the subsequent years.

Costs

The costs for this project will be solely within the personnel category. There will be no administrative costs. Costs and contributions are outlined below. Contributions WILL NOT be billed to the City of Decatur and are for reference only as requested by the United States Department of Agriculture (USDA).

Personnel Costs – Billed to City of Decatur

- Produce digital module
 - Design: Senior Product Designer at 25% FTE for four months. Total budget: \$7,500.
 - Production: COO at 20% FTE for two months. Total budget: \$5,000.
- Maintain digital module
 - Maintenance: COO at 2.75% FTE for 5 years. Total budget: \$28,187.50.
- Provide customer support
 - Support: Farmer Success Manager provides on-call support at 10% FYE for 5 years. Total budget: \$42,500.

Production costs: \$83,187.50 in Personnel costs. No administrative costs.

In-Kind / Partner Contributions – Will Not Be Billed to City of Decatur

- \$88,750 over 5 years, including:
 - Allowing all prospective farmers access to other resources produced by FarmRaise with 30-day free trials. This is typically offered at a cost of \$40 per month per farmer.
 - Additional support costs from Software Engineers at up to 5% FTE over 5 years, total budget of \$32,500 for Senior Software Engineer.

Payment

FarmRaise will invoice for the work completed at the end of each month, on the last business day of the month. If no work was performed that month, no invoice will be initiated. Payments should be delivered within 30 days via direct deposit. Bank account details will be provided upon request.

EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply

therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

<p style="text-align: center;">Exhibit C</p> <p style="text-align: center;">DIRECT HOURLY LABOR COSTS</p> <p style="text-align: center;">As of the date of this contract.</p>		
Project Name:		
Contractor / Consultant:		
Classification	Minimum	Maximum
Principal		
Project Manager		
Senior Engineer		
Engineer		
Senior Technician		
Technician		
Professional Land Surveyor		
Construction Inspector		
Clerical		

<p>Exhibit D</p> <p>CITY OF DECATUR INVOICE DATA SHEET</p>			
Project:			
<i>(Contractor/Consultant Name & Address)</i>		City Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			\$

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		<i>(For City Use)</i>	
Avg. Total Labor Cost			
Percent Complete			

Contractor/Consultant
Signature: _____

Title: _____

Exhibit D-1

Public Works

DATE: 4/4/2024

MEMO: 2024-55

TO: Honorable Mayor Julie Moore Wolfe, 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

SUBJECT: Resolution Authorizing an Agreement with ManPlan INC., for Services, with the Regional Conservation Partnership Program

ATTACHMENTS:

Description	Type
Resolution Authorizing an Agreement with ManPlan INC., for Services, with the Regional Conservation Partnership Program	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH MANPLAN INC., FOR
SERVICES, WITH THE REGIONAL CONSERVATION PARTNERSHIP
PROGRAM**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A, and made a part hereof, between the City of Decatur, Illinois, and ManPlan Inc., be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said agreement between the City of Decatur, Illinois and ManPlan Inc., for a cost not to exceed \$120,000.

PRESENTED and ADOPTED this 15th day of April 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

CITY OF DECATUR
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and ManPlan Inc ("Contractor/Consultant"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SECTION 1. SCOPE OF WORK

A. DESCRIPTION

The professional services to be provided to the City under this Agreement shall be:

TSP services detailed in Scope of Work and/or as more particularly set forth as Exhibit "A," attached and incorporated by reference herein and made a part of this Agreement hereof.

B. NAME/NUMBER

The name of the Project under which this Agreement applies is the Regional Conservation Partnership Program grant and the City Project Number is 2024-55.

C. CHANGE

The only work that shall be performed is that as described and set forth in Exhibit A and is the only work authorized to be performed under this Agreement. Should the size, complexity or other variable of the project exceed the amount of work contemplated by this contract or set forth in the Scope of Work, **WRITTEN** authorization in the form of a Change Order **MUST** be obtained from the Director of Public Works of the City to perform extra work **PRIOR** to any extra work actually being performed or undertaken. The cost or expenses incurred in performing any work prior to written authorization as described in paragraph 1(C) shall not be paid by the City nor reimbursed by the City. The sum of all work authorized by this agreement plus any change orders that may be approved shall not exceed that which is authorized by the City Council.

SECTION 2. TIME

A. START DATE

The Parties agree that the start date for the work to be performed as set forth in Exhibit A shall be June 1, 2024.

B. COMPLETION DATE

The Parties agree that the estimated completion date shall be Dec 1, 2028.

C. TIME

The Parties recognize and agree that time is an important element of this Agreement.

SECTION 3. GENERAL

A. SUCCESSORS AND ASSIGNS.

The parties each agree to bind their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement, except as set forth elsewhere in this Agreement, neither party shall assign, sublet, or transfer their respective interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

B. DOCUMENTS.

All drawings, specifications, reports, records, plans, electronic files or other documents that are produced or developed for the City as part of the Scope of Work of this Agreement are public documents and shall be deemed to be owned by the City and shall remain property of the City whether the Project is completed or not.

C. INFORMATION

The City shall furnish, at the City's expense, all information, requirements, reports, data, surveys and other records required by this Agreement. The parties agree that such information may be used in performing services required under this Agreement and that the parties are entitled to rely upon the accuracy and completeness thereof.

D. SEVERABILITY

If any section, terms or provisions of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.

E. DRUG FREE WORKPLACE

The Contractor/Consultant agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq.. If the Contractor/Consultant has twenty-five (25) or more employees or this Agreement is for more than Five Thousand Dollars (\$5000.00), the City shall be provided the Drug Free Workplace Certification .

F. BID RIGGING, ROTATION

In accordance with the Illinois Criminal Code, the Contractor/Consultant certifies that it is not barred from bidding on contracts as a result of a violation of any section or subsection of the Bid Rigging or Bid Rotating Statutes of the Illinois Criminal Code.

G. FEDERAL FUNDING

If Federal funds are utilized as a source of Project funding, the Contractor/Consultant shall abide by the terms of all Federal requirements in the performance of duties hereunder.

H. INDEPENDENT CONTRACTOR STATUS

Nothing contained in this Agreement shall be construed to make the Contractor/Consultant an employee or partner of the City. The Contractor/Consultant shall at all times hereunder be construed to be an independent contractor.

E. EQUAL EMPLOYMENT OPPORTUNITY.

The Contractor/Consultant agrees to abide by and comply with the City's Equal Employment Opportunity Clause attached as Exhibit B, attached and incorporated by reference herein and made a part of this Agreement hereof.

SECTION 4. PAYMENT

A. AMOUNT.

Payment for services under this Agreement shall be no more than \$160,000 x 25% discount = \$120,000. We expect the services provided to *Average* approximately \$32,000 x 25% discount = \$24,000 per year over 5 years.

B. METHOD OF COMPENSATION.

The basis for compensation shall be payment for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Direct Hourly Labor Costs in effect, as shown on Exhibit C, attached and incorporated by reference herein and made a part of this Agreement hereof, plus reimbursable expenses with a fixed upper limit as noted above in paragraph 4(A).

C. REIMBURSABLE EXPENSES

Reimbursable Expenses means the actual expenses incurred directly or indirectly in connection with the work including but not limited to transportation and subsistence, toll telephone calls, reproduction of printing and outside consultants.

D. INVOICE

Monthly invoices for services and reimbursable expenses may be submitted to the City based upon the proportion of the actual work completed at the time of billing. Invoices shall include a description of work completed, work remaining to be completed and the percentage completed based on the scope of work. Each invoice shall be accompanied by an Invoice Data Sheet as shown in Exhibit D, attached and incorporated by reference herein and made a part of this Agreement hereof. If the Contractor/Consultant prefers, the Invoice Data sheet may serve as the Consultant/Contractor's invoice.

E. TIME OF PAYMENT

Unless provided for otherwise, payments for professional services will be due and payable upon the receipt of the invoice for services and reimbursable expenses.

F. LATE PAYMENT

The parties agree that the Local Government Prompt Payment Act does not apply to this Agreement and no penalty for late payment shall apply or be sought against the City.

SECTION 5. TERMINATION

A. NOTICE

This Agreement may be terminated in whole or in part in writing by either party after giving written notice of not less than (15) calendar days to the other party of the intent to terminate.

B. WORK PRODUCT

Upon receipt of a notice to terminate from the City pursuant to this Agreement, all services affected shall be discontinued by the other party and the other party shall make available to the City at any reasonable time at a location specified by the City, all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated in performing the work under this Agreement, whether completed or in process.

C. COMPLETION OF WORK

Upon termination pursuant to this Agreement, the City may take over the work and complete the same by agreement with another party or otherwise.

D. PAYMENT

Upon termination pursuant to this Agreement, the City shall pay for all services and reimbursable expenses rendered to the date of termination as set forth in Section 4 of this Agreement.

SECTION 6. NOTICES

Any notices sent or required to be sent pursuant to the terms of this Agreement shall be sent via United States Postal Delivery first class and shall be made to the parties as set forth below and shall be considered sent on the date mailed.

CITY OF DECATUR:

Watershed and Lake Manager
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523
217.424.2834

CONTRACTOR/CONSULTANT:

Contact Person Name: Molly Ann Godar, President
Firm: ManPlan Inc
Street: 7199 Lake Service Road
City, State, Zip: Rochester, IL 62563
Office Phone: 217 498-8817
Mobile Phone: 217 622-4199 or 217 622-4189

SECTION 7. HOLD HARMLESS AND INDEMNIFICATION.

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

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

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Contractor/Consultant under the terms of the Agreement. The Contractor/Consultant shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Contractor/Consultant's own judgment, may be necessary for the Contractor/Consultant's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

SECTION 8. GUARANTEE

The Contractor/Consultant shall perform its services in compliance with applicable standards of professional care and warrants its work and that of any Sub-Contractors/Sub-Consultants employed by the Contractor/Consultant meets such standards of professional care. The Contractor/Consultant shall not be required to guarantee the work of any Contractor/Consultant or Sub-Contractors/Sub-Consultants employed by the City. Unless specifically included in the scope of work for this project, the Contractor/Consultant shall have no authority to stop the work of contractors or consultants employed by the City, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

This Agreement is made between the City and the Contractor/Consultant and entered into on the date last written below. In witness, the parties have executed this Agreement.

DATED this _____ day of _____, 2_____.

THE CITY OF DECATUR, ILLINOIS

BY: _____
MAYOR

ATTEST:

CITY CLERK

CONTRACTOR/CONSULTANT

BY: Molly Godwin

ITS: President,
Mon Plan Inc.

James J. Godwin
ATTEST:

ITS: WITNESS

EXHIBIT A

RE: RCPP [Project ID# 2024-55 -- Lake Decatur Water Quality Initiative]

Scope of Work

ManPlan Inc will provide Technical Service Provider (TSP) services to support the Lake Decatur RCPP. Services will include:

1. Nutrient Management Plans
2. Soil Health Management Plans
3. Soil Health Testing
4. Soil Testing for Nutrient Management.

The estimated level of TSP Services provided over the 5-year period will be a maximum of \$160,000 inclusive of labor and expenses and billed to City of Decatur at a 25% discount or \$120,000.

(We can invoice per project completed or monthly as needed)

Over the project period, **2024-2028**, our prices are as follows:

<i>TSP Service</i>	<i>Regular Pricing, (Lump sum)</i>	<i>Additional fees Mileage rates</i>
DIA-157, NMP, <100 ac	\$3,000 - no manure 5,000 - with manure	0.55 /mile
DIA-157, NMP, 100-300 ac	\$4,000 – no manure \$6,800 - with manure	0.55 /mile
DIA-157, NMP, >300 ac	\$5,000 – no manure \$8,000 – with manure	0.55 /mile
DIA-116, Soil Health Management Plan	Crops only: \$2500 Crops & Livestock: 3,000	0.55 /mile
CEMA-216, SOIL HEALTH Testing (includes sampling & lab fees)	\$300 per sample	0.55 /mile
CEMA-217, Soil Testing Grid sampling & VRT recommendations	2.5-acre grids; \$7.00/acre 5.0-acre grids; \$5.50/acre	0.55 /mile
CEMA-217, Manure or Compost Testing, (includes sampling & lab analysis)	\$200 per sample	0.55 /mile

EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes

of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

<div>Exhibit C</div> <div>DIRECT HOURLY LABOR COSTS</div> <div>As of the date of this contract.</div>		
Project Name:		
Contractor / Consultant:		
Classification	Minimum	Maximum
Principal		
Project Manager		
Senior Engineer		
Engineer		
Senior Technician		
Technician		
Professional Land Surveyor		
Construction Inspector		
Clerical		

Exhibit D
CITY OF DECATUR INVOICE DATA SHEET

Project:

(Contractor/Consultant Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		<i>(For City Use)</i>	
Avg. Total Labor Cost			
Percent Complete			

Contractor/Consultant
Signature:

Title:

Exhibit D-1

Public Works

DATE: 4/4/2024

MEMO: 2024-55

TO: Honorable Mayor Julie Moore Wolfe, 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

SUBJECT: Resolution Authorizing an Agreement with Pinion LLC., for services, with the Regional Conservation Partnership Program

SUMMARY RECOMMENDATION: See attached Resolution & Exhibit A, Agreement with Pinion, LLC

ATTACHMENTS:

Description	Type
Resolution Authorizing an Agreement with Pinion LLC., for Services, with the Regional Conservation Partnership Program	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH PINION LLC, FOR
SERVICES, WITH THE REGIONAL CONSERVATION PARTNERSHIP
PROGRAM**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A, and made a part hereof, between the City of Decatur, Illinois, and Pinion LLC, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said agreement between the City of Decatur, Illinois and Pinion LLC, for a cost not to exceed \$900,000.

PRESENTED and ADOPTED this 15th day of April 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Exhibit A

CITY OF DECATUR STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and Pinion LLC ("Contractor/Consultant"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SECTION 1. SCOPE OF WORK

A. DESCRIPTION

The professional services to be provided to the City under this Agreement shall be:

Pinion will provide Technical Service Provider (TSP) and other design services for the Lake Decatur Water Quality Initiative (RCPP Project ID #2024-55). Specific professional services will be further outlined in "Exhibit A".

and/or as more particularly set forth as Exhibit "A," attached and incorporated by reference herein and made a part of this Agreement hereof.

B. NAME/NUMBER

The name of the Project under which this Agreement applies is the Regional Conservation Partnership Program grant and the City Project Number is 2024-55.

C. CHANGE

The only work that shall be performed is that as described and set forth in Exhibit A and is the only work authorized to be performed under this Agreement. Should the size, complexity or other variable of the project exceed the amount of work contemplated by this contract or set forth in the Scope of Work, **WRITTEN** authorization in the form of a Change Order **MUST** be obtained from the Director of Public Works of the City to perform extra work PRIOR to any extra work actually being performed or undertaken. The cost or expenses incurred in performing any work prior to written authorization as described in paragraph 1(C) shall not be paid by the City nor reimbursed by the City. The sum of all work authorized by this agreement plus any change orders that may be approved shall not exceed that which is authorized by the City Council.

SECTION 2. TIME

A. START DATE

The Parties agree that the start date for the work to be performed as set forth in Exhibit A shall be April 20, 2024.

B. COMPLETION DATE

The Parties agree that the estimated completion date shall be December 1, 2028.

C. TIME

The Parties recognize and agree that time is an important element of this Agreement.

SECTION 3. GENERAL

A. SUCCESSORS AND ASSIGNS.

The parties each agree to bind their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement, except as set forth elsewhere in this Agreement, neither party shall assign, sublet, or transfer their respective interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

B. DOCUMENTS.

All drawings, specifications, reports, records, plans, electronic files or other documents that are produced or developed for the City as part of the Scope of Work of this Agreement are public documents and shall be deemed to be owned by the City and shall remain property of the City whether the Project is completed or not.

C. INFORMATION

The City shall furnish, at the City's expense, all information, requirements, reports, data, surveys and other records required by this Agreement. The parties agree that such information may be used in performing services required under this Agreement and that the parties are entitled to rely upon the accuracy and completeness thereof.

D. SEVERABILITY

If any section, terms or provisions of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.

E. DRUG FREE WORKPLACE

The Contractor/Consultant agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq.. If the Contractor/Consultant has twenty-five (25) or more employees or this Agreement is for more than Five Thousand Dollars (\$5000.00), the City shall be provided the Drug Free Workplace Certification .

F. BID RIGGING, ROTATION

In accordance with the Illinois Criminal Code, the Contractor/Consultant certifies that it is not barred from bidding on contracts as a result of a violation of any section or subsection of the Bid Rigging or Bid Rotating Statutes of the Illinois Criminal Code.

G. FEDERAL FUNDING

If Federal funds are utilized as a source of Project funding, the Contractor/Consultant shall abide by the terms of all Federal requirements in the performance of duties hereunder.

H. INDEPENDENT CONTRACTOR STATUS

Nothing contained in this Agreement shall be construed to make the Contractor/Consultant an employee or partner of the City. The Contractor/Consultant shall at all times hereunder be construed to be an independent contractor.

E. EQUAL EMPLOYMENT OPPORTUNITY.

The Contractor/Consultant agrees to abide by and comply with the City's Equal Employment Opportunity Clause attached as Exhibit B, attached and incorporated by reference herein and made a part of this Agreement hereof.

SECTION 4. PAYMENT

A. AMOUNT.

Payment for services under this Agreement shall be no more than \$720,000 Dollars (\$180,000.00) for each of the 5 years.

B. METHOD OF COMPENSATION.

The basis for compensation shall be payment for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Direct Hourly Labor Costs in effect, as shown on Exhibit C, attached and incorporated by reference herein and made a part of this Agreement hereof, plus reimbursable expenses with a fixed upper limit as noted above in paragraph 4(A).

C. REIMBURSABLE EXPENSES

Reimbursable Expenses means the actual expenses incurred directly or indirectly in connection with the work including but not limited to transportation and subsistence, toll telephone calls, reproduction of printing and outside consultants.

D. INVOICE

Monthly invoices for services and reimbursable expenses may be submitted to the City based upon the proportion of the actual work completed at the time of billing. Invoices shall include a description of work completed, work remaining to be completed and the percentage completed based on the scope of work. Each invoice shall be accompanied by an Invoice Data Sheet as shown in Exhibit D, attached and incorporated by reference herein and made a part of this Agreement hereof. If the Contractor/Consultant prefers, the Invoice Data sheet may serve as the Consultant/Contractor's invoice.

E. TIME OF PAYMENT

Unless provided for otherwise, payments for professional services will be due and payable upon the receipt of the invoice for services and reimbursable expenses.

F. LATE PAYMENT

The parties agree that the Local Government Prompt Payment Act does not apply to this Agreement and no penalty for late payment shall apply or be sought against the City.

SECTION 5. TERMINATION

A. NOTICE

This Agreement may be terminated in whole or in part in writing by either party after giving written notice of not less than (15) calendar days to the other party of the intent to terminate.

B. WORK PRODUCT

Upon receipt of a notice to terminate from the City pursuant to this Agreement, all services affected shall be discontinued by the other party and the other party shall make available to the City at any reasonable time at a location specified by the City, all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated in performing the work under this Agreement, whether completed or in process.

C. COMPLETION OF WORK

Upon termination pursuant to this Agreement, the City may take over the work and complete the same by agreement with another party or otherwise.

D. PAYMENT

Upon termination pursuant to this Agreement, the City shall pay for all services and reimbursable expenses rendered to the date of termination as set forth in Section 4 of this Agreement.

SECTION 6. NOTICES

Any notices sent or required to be sent pursuant to the terms of this Agreement shall be sent via United States Postal Delivery first class and shall be made to the parties as set forth below and shall be considered sent on the date mailed.

CITY OF DECATUR:

Watershed and Lake Manager
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523
217.424.2834

CONTRACTOR/CONSULTANT:

Contact Person Name: Theodore J. "Quint" Shambaugh
Firm: Pinion
Street: 2700 N. Main Street
City, State, Zip: Moweaqua, IL 62550
Office Phone: 217.561.8009
Mobile Phone: 217.561.8009

SECTION 7. HOLD HARMLESS AND INDEMNIFICATION.

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

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

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Contractor/Consultant under the terms of the Agreement. The Contractor/Consultant shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Contractor/Consultant's own judgment, may be necessary for the Contractor/Consultant's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

SECTION 8. GUARANTEE

The Contractor/Consultant shall perform its services in compliance with applicable standards of professional care and warrants its work and that of any Sub-Contractors/Sub-Consultants employed by the Contractor/Consultant meets such standards of professional care. The Contractor/Consultant shall not be required to guarantee the work of any Contractor/Consultant or Sub-Contractors/Sub-Consultants employed by the City. Unless specifically included in the scope of work for this project, the Contractor/Consultant shall have no authority to stop the work of contractors or consultants employed by the City, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

This Agreement is made between the City and the Contractor/Consultant and entered into on the date last written below. In witness, the parties have executed this Agreement.

DATED this _____ day of _____, 2_____.


THE CITY OF DECATUR, ILLINOIS


BY: _____
MAYOR

ATTEST:

CITY CLERK

CONTRACTOR/CONSULTANT

BY: 
ITS: Principal


ATTEST:

ITS: Manager

Exhibit A

SCOPE OF WORK

Theodore J. "Quint" Shambaugh V, MBA
NRCS TSP Level III Conservationist
Principal
Pinion
2700 N. Main St. Moweaqua, IL 62550

2/12/2024

Keith Alexander
Water Production Manager
City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523

Scope of Services - Lake Decatur Watershed Initiative (RCPP Project ID #2024-55),

Pinion will provide Technical Service Provider (TSP) and other design services for the Lake Decatur Water Quality Initiative (RCPP Project ID #2024-55). Pinion will dedicate the staff outlined in **Appendix A**. Task 1 services described herein are provided for reference and will not be billed to the City of Decatur. Task 1 represents services provided directly to landowners enrolled in the RCPP through practice payments awarded by the United States Department of Agriculture (USDA). Task 2 services will be billed to the City under the RCPP supplemental funding pool and fully reimbursed by the USDA.

Nutrient Management Plans, Conservation Planning, & Associated Compensation

Task 1 – Land Management Practice Payment TSP Services

When specifically developing Nutrient Management Plans (Code 157) and Conservation Plans (Code 199), through Land Management practice payments, Pinion will charge no more than the **published practice reimbursement rate**. The **published practice rate** sheet and images of the plans and specific practices follow: [Illinois-RCPP18-2724-FY24-Payment-Schedule.pdf](https://www.usda.gov/sites/default/files/2024-02/illinois-rcpp18-2724-fy24-payment-schedule.pdf) ([usda.gov](https://www.usda.gov))

Published Practice Rates

157	Nutrient Management Design and Implementation Activity	Design Nutrient Management for 101 to less than 300 Acres and No Manure	No	\$4,340.34
157	Nutrient Management Design and Implementation Activity	Design Nutrient Management for greater than 101 Acres and less than or equal to 300 Acres Fertilizer and Manure	No	\$7,595.59
157	Nutrient Management Design and Implementation Activity	Design Nutrient Management for greater than 300 Acres and No Manure	No	\$5,425.42
157	Nutrient Management Design and Implementation Activity	Design Nutrient Management for greater than 300 Acres Fertilizer and Manure	No	\$9,223.22
157	Nutrient Management Design and Implementation Activity	Design Nutrient Management for less than or equal to 100 Acres and No Manure	No	\$3,255.25
157	Nutrient Management Design and Implementation Activity	Design Nutrient Management for less than or equal to 100 Acres Fertilizer and Manure	No	\$5,425.42
157	Nutrient Management Design and Implementation Activity	HU-Design Nutrient Management for 101 to less than 300 Acres and No Manure	No	\$4,340.34
157	Nutrient Management Design and Implementation Activity	HU-Design Nutrient Management for greater than 101 Acres and less than or equal to 300 Acres Fertilizer and Manure	No	\$7,595.59
157	Nutrient Management Design and Implementation Activity	HU-Design Nutrient Management for greater than 300 Acres and No Manure	No	\$5,425.42
157	Nutrient Management Design and Implementation Activity	HU-Design Nutrient Management for greater than 300 Acres Fertilizer and Manure	No	\$9,223.22

157	Nutrient Management Design and Implementation Activity	HU-Design Nutrient Management for less than or equal to 100 Acres and No Manure	No	\$3,255.25
157	Nutrient Management Design and Implementation Activity	HU-Design Nutrient Management for less than or equal to 100 Acres Fertilizer and Manure	No	\$5,425.42
199	Conservation Plan	High Complexity Plan, <200 acres	No	\$8,249.46
199	Conservation Plan	High Complexity Plan, >1,000 acres	No	\$11,600.46
199	Conservation Plan	High Complexity Plan, 200-1,000 acres	No	\$10,053.00
199	Conservation Plan	Low Complexity Plan, <200 acres	No	\$4,208.34
199	Conservation Plan	Low Complexity Plan, >1,000 acres	No	\$8,249.46
199	Conservation Plan	Low Complexity Plan, 200-1,000 acres	No	\$6,189.83
199	Conservation Plan	Medium Complexity Plan, <200 acres	No	\$6,189.83
199	Conservation Plan	Medium Complexity Plan, >1,000 acres	No	\$10,053.00
199	Conservation Plan	Medium Complexity Plan, 200-1,000 acres	No	\$8,249.46
199	Conservation Plan	Small Farm - less than or equal to 10 acres	No	\$3,311.93
199	Conservation Plan	HU-High Complexity Plan, <200 acres	No	\$8,249.46
199	Conservation Plan	HU-High Complexity Plan, >1,000 acres	No	\$11,600.46
199	Conservation Plan	HU-High Complexity Plan, 200-1,000 acres	No	\$10,053.00
199	Conservation Plan	HU-Low Complexity Plan, <200 acres	No	\$4,208.34
199	Conservation Plan	HU-Low Complexity Plan, >1,000 acres	No	\$8,249.46
199	Conservation Plan	HU-Low Complexity Plan, 200-1,000 acres	No	\$6,189.83
199	Conservation Plan	HU-Medium Complexity Plan, <200 acres	No	\$6,189.83
199	Conservation Plan	HU-Medium Complexity Plan, >1,000 acres	No	\$10,053.00
199	Conservation Plan	HU-Medium Complexity Plan, 200-1,000 acres	No	\$8,249.46
199	Conservation Plan	HU-Small Farm - less than or equal to 10 acres	No	\$3,311.93

Task 2 - Hourly Support Services, Supplemental Funding Pool

For TSP services that fall under the RCPP supplemental TA-I, Pinion will support the USDA-NRCS field offices and City of Decatur, and provide the following services:

1. Conservation planning, steps 1-6 **Appendix B** necessary to complete the CPA-52 sheet under guidance from the NRCS field staff.
2. All necessary job sheets for RCPP approved practices, steps 7, and 8 **Appendix B**.
3. Step 9 **Appendix B** and practice checkoff/verification of conservation practices.
4. Any needed TSP services to support the survey and design of conservation practices.
5. Coordinate with RCPP Partners and established farmer advisory board to provide additional technical assistance as directed by the City of Decatur. This could include working with farmer mentors to ensure job sheets are customized to each operation or The City of Decatur on outcome measurement.

Hourly Support Compensation, Supplemental Funding Pool

Pinion will track time associated with the hourly support services outlined above and bill at an hourly rate based on a multiple of 4.0 applied to the Soil Conservationist (GS-11) rate. This results in a billing rate of \$150 per hour. The salary comparison provided in the RCPP TA Guidance sheet was used as a guide to determine billing rates.

Annual Bill Not-to-Exceed – Mileage – Out-of-Pocket Expenses, Supplemental Funding Pool

Specifically pertaining to non-practice payment services, Pinion's annual program year billing will be billed not-to-exceed \$180,000 per year for each of the 5 years. Mileage and out of pocket expenses will be included in the not-to-exceed total. Mileage will be billed at the applicable IRS rate, and out-of-pocket expenses will be documented and charged at cost. If the City of Decatur requests additional work, services, or products exceeding the \$180,000 threshold, then Pinion will request all additional requests be submitted in writing.

Appendix A

Theodore Shambaugh
NRCS TSP Level III Conservationist
TSP Number: TSP-22-24370

Wyatt Bollinger
NRCS TSP

Ryan Green
Support Staff

Cody Gass
Support Staff

Gentry Davidson
Support Staff

Wade Tittle
Support Staff

Two additional support staff members joining in March.

Appendix B



EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes

of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Public Works

DATE: 4/8/2024

MEMO: 2024-52

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager

SUBJECT: Resolution Authorizing Lake Decatur Watershed Protection Program Agreement for West Waterway Improvements with Lynn Clarkson

SUMMARY RECOMMENDATION:

It is recommended that the City Council authorize a Lake Decatur Watershed Protection Program Agreement between the City of Decatur and Lynn Clarkson for the construction of a west waterway to control nutrients, sediment and erosion for a not to exceed cost to the City of \$49,529.70. This amount represents 90% of the total project cost of \$50,030 with a 10% contingency on the overall project. The remainder (\$5,003) will be paid by the property owner.

COUNCIL PRIORITY GOALS:

This project addresses City Council's Priority Goal #6, Key Implementation Strategy #3: Implement recommendations of a Lake Management Plan so that the quantity of sediment, silt and nitrates entering Lake Decatur is significantly reduced, and adopt other strategies designed to assure good water quality and proper watershed stewardship for the future.

BACKGROUND:

The City's 2021 Watershed Management Plan is designed to significantly reduce Lake Decatur sedimentation and improve the lake's water quality through watershed conservation. City staff manages the watershed conservation efforts in-house with the assistance of Northwater Consulting, the City's Watershed Management Plan consultant.

The waterway is to be constructed on private farmland and is expected to result in these reductions over the life of the project:

Nitrogen 5,970 pounds

Phosphorus 778.5 pounds

Sediment 672.6 tons

The agreement financials are:

Owner Cost \$ 5,003.00

Maximum City Cost (reimbursed to owner after construction)* \$49,529.70

Total Not to Exceed Project Cost \$55,033.00

*In order to successfully entice landowners to construct these watershed conservation projects, landowners are reimbursed by the City for 90% of the total project cost. Landowners pay for 10% of the total.

A project summary with location map is attached.

LEGAL REVIEW:

The agreement form was approved by the Legal Department on September 21, 2022.

PRIOR COUNCIL ACTION: None.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES: 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. Staff will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS: These projects are funded by the Water Lake Capital Budget - Watershed Management.

ATTACHMENTS:

Description	Type
Resolution Authorizing Lake Decatur Watershed Protection Program Agreement for West Waterway Improvements with Lynn Clarkson	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING LAKE DECATUR WATERSHED PROTECTION
PROGRAM AGREEMENT FOR WEST WATERWAY IMPROVEMENTS
WITH LYNN CLARKSON**

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

Section 1. That the Lake Decatur Watershed Protection Program Agreement, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and Lynn Clarkson, and the same is hereby received, placed on file and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Lynn Clarkson, for a cost not to exceed \$49,529.70.

PRESENTED and ADOPTED this 15th day of April 2024.

Julie Moore Wolfe, Mayor

Attest:

City Clerk

LAKE DECATUR WATERSHED
PROTECTION PROGRAM AGREEMENT

In consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, this Agreement ("Agreement") is entered into by and between Lynn Clarkson ("Owner") and the City of Decatur, Illinois, an Illinois municipal corporation ("City"). The parties agree as follows:

1. Owner agrees to participate in City's Lake Decatur Watershed Protection ("Program") for soil erosion control, nutrient management and water quality improvements for property they own located in Piatt, County, Illinois more particularly described as

TRACT 1:

That part of the Southwest 1/4 of Section 13, Township 17 North, Range 4 East of the Third Principal Meridian, Piatt County, Illinois, described as follows:

beginning at an existing iron pin marking the Northwest corner of the Southwest 1/4, of said Section 13; thence S.88°42'32"E.-1264.47 feet along the North line of the Southwest 1/4, of said Section 13 to a mag nail set; thence S.29°29'23"E.-769.12 feet to an iron pin set; thence S.1°33'01"W.-485.62 feet to an iron pin set; thence S.37°47'59"E.-112.27 feet to an iron pin set; thence S.0°15'55"W.-1442.00 feet to an iron pin set on the South line of the Southwest 1/4, of said Section 13; thence N.88°56'27" W.-1713.38 feet along said South line to an iron pin set marking the Southwest corner of said Section 13; thence N.0°27'20"E.-2682.52 feet along the West line of the Southwest 1/4, of said Section 13 to the point of beginning, containing 100.54 acres, more or less.

TRACT 2:

That part of the South 1/2 of Section 13, Township 17 North, Range 4 East of the Third Principal Meridian, Piatt County, Illinois, described as follows:

commencing at an existing iron pin marking the Northwest corner of the Southwest 1/4, of said Section 13; thence S.88°42'32"E.-1264.47 feet along the North line of the Southwest 1/4, of said Section 13 to a mag nail set marking the point of beginning; thence continuing S.88°42'32"E.-1379.51 feet along said North line to an iron pin set marking the Northeast corner of the Southwest 1/4, of said Section 13; thence S.0°28'59" W.-1335.90 feet along the East line of the Southwest 1/4, of said Section 13 to an iron pin set marking the Northwest corner of the Southwest 1/4, of the Southeast 1/4, of said Section 13; thence S.88°49'31"E.-1331.60 feet along the North line of the Southwest 1/4, of the Southeast 1/4, of said Section 13 to an iron pin set marking the Northeast corner thereof; thence S.0°21'28" W.-1333.25 feet along the East line of

the Southwest 1/4, of the Southeast 1/4, of said Section 13 to an iron pin set marking the Southeast corner thereof; thence N.88°56'27" W.-2263.67 feet along the South line of said Section 13 to an iron pin set; thence N.0°15'55"E.-1442.00 feet to an iron pin set; thence N.37°47'59" W.-112.27 feet to an iron pin set; thence N.1°33'01"E.-485.62 feet to an iron pin set; thence N.29°29'23"W.-769.12 feet to the point of beginning, containing 102.74 acres, more or less.

Permanent Index Number 08-13-17-004-004

and hereinafter referred to as "Property."

2. Subject to the terms and conditions of this Agreement, Owner shall plan, install and complete all construction and projects on the Property as set forth in Exhibit 1, attached hereto and incorporated by reference, including but not limited to all land adjustments, conservation projects, cropping, and management projects hereinafter referred to collectively as "Project."

3. Owner shall plan, install, and maintain the erosion control capabilities for all Project, and implement all other necessary work for Project set forth in Exhibit 1 in accordance with the technical specifications and in compliance with the United States Department of Agriculture Natural Resources Conservation Service maintenance requirements for a minimum of ten (10) years and a minimum of twenty-five (25) years for any and all retention structures following the date of final completion of Project as determined by the City.

4. Owner shall plan, install and complete all construction for Project and hire and pay all contractors or other workers for necessary expenses required and related to provide the work, materials and other required matters for Project and be reimbursed for a portion of the Project costs by the City all as set forth in the schedules set forth in Exhibit 2 attached hereto and incorporated by reference.

5. All drawings, specifications, reports, records, and other work product or writings developed in connection with Project are public documents and shall remain the property of City whether the Project is completed or not. Owner acknowledges and agrees that said documents are subject to disclosure under the Illinois Freedom of Information Act.

6. Owner shall not begin Project as set forth in Exhibit 1 until and unless City approves plans for Project in writing.

7. Owner shall provide documentation as required by City of all expenses and costs incurred in the installation or implementation of Project within thirty (30) days of the completion of Project. Failure to comply with this requirement for timely submission of documentation may result in partial or complete loss of rights for reimbursement for Project.

8. City shall reimburse Owner for a portion of the Project cost as set forth in Exhibit 2 within sixty (60) days following receipt of all necessary documentation demonstrating completion of Project, City inspection of compliance of Project and complete and final payment of all expenses of Project by Owner. Owner acknowledges that the reimbursement set forth in this Agreement for Project in no way implies the continued financial support for Project or maintenance of Project beyond the specified amount set forth in this Agreement.

9. Owner agrees to provide and allow City employees, officers, agents and employees access to Property upon five (5) days notification by City for the purpose of planning, constructing, implementing, installing, monitoring, inspecting, performing follow-up and spot checking Project for the term of this Agreement.

10. In the event Owner fails to complete Project, or removes, alters or modifies Project without prior written agreement and approval of the City, City shall have no obligation to reimburse Owner or make any payments to Owner under the terms of this Agreement. If the City has provided any reimbursement or monies to Owner for Project and Owner fails to complete Project, or removes, alters or modifies Project without written agreement and approval of the City, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

11. Owner hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgements, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges regarding the use of funds provided in this Agreement or the

Project undertaken by Owner, including but not limited to Owner's violation of any of the covenants or agreements under this Agreement, any act or failure to act done in connection with the performance or operation of Project, and any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the use of funds in Program or in the construction, operation or maintenance of Project.

12. This Agreement may be terminated in whole or in part by either party in writing in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. No termination shall be effective until and unless the other party is given not less than fifteen (15) calendar days prior written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination. If the City has provided any reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Agreement, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

13. In addition to termination as set forth above, this Agreement shall be terminated immediately without further notice or opportunity to consult and become void if funding becomes unavailable for any reason for Project prior to any actual construction of Project or if the bid which Owner receives for Project exceeds the total not to exceed project cost of Project as set forth in Exhibit 2 by fifteen percent (15%) or more.

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

OWNER:

Lynn Clarkson
Po Box 80
Cerro Gordo, IL 61818

CITY:

City of Decatur
City Clerk
One Gary K. Anderson Plaza
Decatur, IL 62523

15. Owner and City represent to each other that each has retained and relied or had the opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. Owner and City represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.

16. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.

17. This Agreement may only be amended by a written instrument signed by each party hereto.

18. This is an enforceable Agreement placing specific obligations on the City and the Owner. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

19. Time shall be considered to be of the essence of this Agreement.

20. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

21. The warranties and agreements contained herein shall extend to and be obligated upon the parties respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto. Owner must notify all purchasers, assigns, agents, representatives, and transferees and all prospective purchasers, assigns, agents, representatives and transferees of the Property of the obligations and responsibilities set forth in this Agreement and must require each to assume the obligations and responsibilities set forth in this Agreement by way of a written agreement prior to legal or equitable title to any portion of the Property being transferred. Owner must furnish a copy of the executed Agreement to City prior to any legal or equitable transfer of title of Property. If the City has provided any

reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Section of the Agreement, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

22. A Memorandum in the form attached as Exhibit 3 shall be executed by the parties and will be recorded with the County Recorder of Deeds of the county location of Property at the City's expense evidencing the terms of this Agreement.

23. 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.

24. 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.

25. Neither Owner, their contractors, subcontractors, or other persons or entities hired to perform any work on Project shall be deemed an agent, employee, officer or partner of the City for any matters contained in this Agreement.

26. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

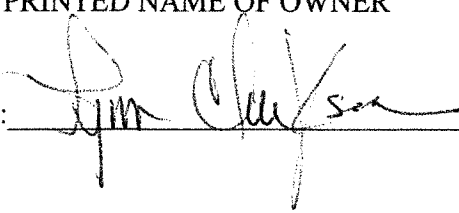
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year appearing opposite their signatures below.

CITY OF DECATUR, ILLINOIS

Lynn Clarkson

PRINTED NAME OF OWNER

By: _____

By:  _____

Date: _____

Date: March 22, 2024

**Lake Decatur Watershed
Protection Program Agreement
Project Expenses and Reimbursement Schedule**

Owner Name: Lynn ClarksonApplication Number: LD22-14 West

Name and Address of Contractor	Bid Price
Hutchens Bulldozing, Inc 2049 East 1350 North Road Assumption, IL 62510 217-226-4334	\$50,030.00

Owner will not allow any work to begin prior to both parties approval of this Agreement.

Owner will not be reimbursed for more than the City Reimbursement to Owner excluding any approved change order. Owner understands that a change order, if deemed necessary, must be approved in writing by the City prior to the start of any change order. A 10% contingency has been added for minor change orders.

\$ 50,030.00 + \$ 5,003.00 = \$ 55,033.00
Bid Price 10% Contingency Total Not to Exceed Project Cost

Owner Reimbursement: \$ 55,033.00 X 90% = \$ 49,529.70
Total Project Cost Maximum City Reimbursement to Owner

GENERAL NOTES

- [illegible]

ENGINEER & LAND SURVEYOR
MARTIN ENGINEERING COMPANY
3695 SOUTH 6TH STREET FRONTAGE ROAD WEST
SPRINGFIELD, IL 62703
CONTACT: TYLER WALKER (217) 698-8900



PROJECT SITE:

LOCATION MAP
1" = 5,000'

INDEX OF SHEETS

- | | |
|----|------------------------------|
| 1 | COVER SHEET |
| 2 | OVERALL MAP |
| 3 | EAST WATERWAY PLAN |
| 4 | WEST WATERWAY PLAN |
| 5 | EAST WATERWAY PROFILE |
| 6 | WEST WATERWAY PROFILE |
| 7 | EAST WATERWAY DETAILS |
| 8 | WEST WATERWAY DETAILS |
| 9 | SPECIFICATIONS |
| 10 | OPERATION AND MAINTENANCE |
| 11 | EAST WATERWAY CROSS SECTIONS |
| 12 | WEST WATERWAY CROSS SECTIONS |



ILLINOIS PROFESSIONAL ENGINEER NO. 03884

DATE SAID

ISSUES FOR DATE :



GOVERNMENT OF CANADA

MARTIN ENGINEERING COMPANY of Illinois
CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3824 SOUTH 6TH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
Phone: (217) 698-4500, Fax: (217) 698-8922, E-Mail: email@martin-engineering.com

DATE: FEBRUARY 2, 2024

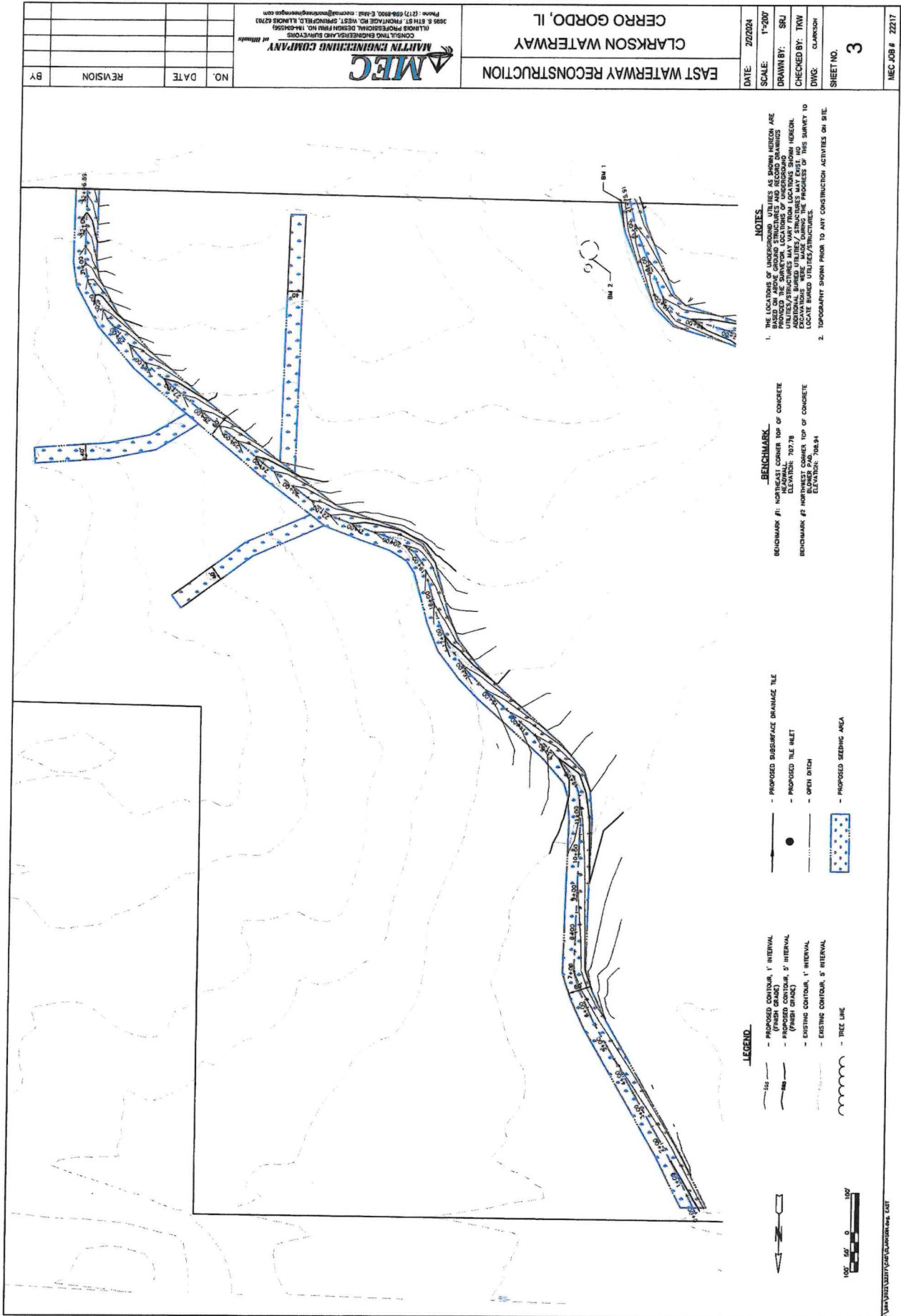


OVERALL MAP
CLARKSON WATERWAY
CERRO GORDO, IL

MEC
MAINTENANCE ENGINEERING COMPANY
CONSULTING ENGINEERS AND SURVEYORS
2065 S. 9TH ST. FRONTAGE RD. WEST, SPRINGFIELD, ILLINOIS 62703
PHONE: (217) 666-8800, E-MAIL: mchm@maintenancengr.com

NO.	DATE	REVISION	BY

DATE	2/2/2024
SCALE	1"=200'
DRAWN BY:	SRJ
CHECKED BY:	TKW
DWG.	CLARKSON
SHEET NO.	2
MEC JOB #	22217



NOTES

1. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. ANY CHANGES TO THE LOCATIONS OF UNDERGROUND UTILITIES SHALL BE MADE PRIOR TO THE START OF CONSTRUCTION. ANY CHANGES TO THE LOCATIONS OF UNDERGROUND UTILITIES SHALL BE MADE PRIOR TO THE START OF CONSTRUCTION.

2. TOPOGRAPHY SHOWN PRIOR TO ANY CONSTRUCTION ACTIVITIES ON SITE.

BENCHMARK

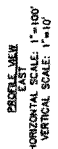
BENCHMARK #1: NORTHEAST CORNER TOP OF CONCRETE STRUCTURE
ELEVATION: 707.78

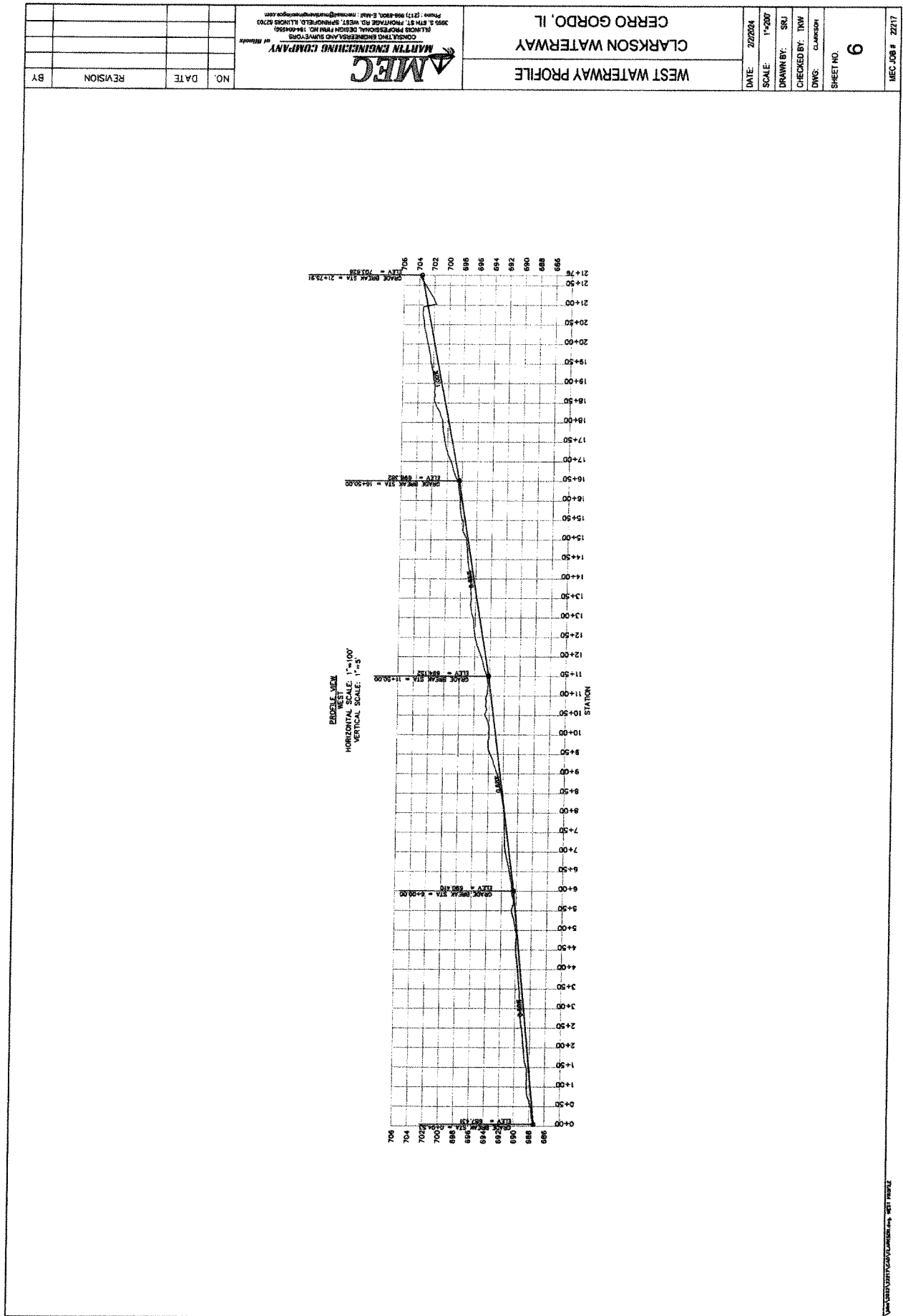
BENCHMARK #2: NORTHWEST CORNER TOP OF CONCRETE STRUCTURE
ELEVATION: 708.94

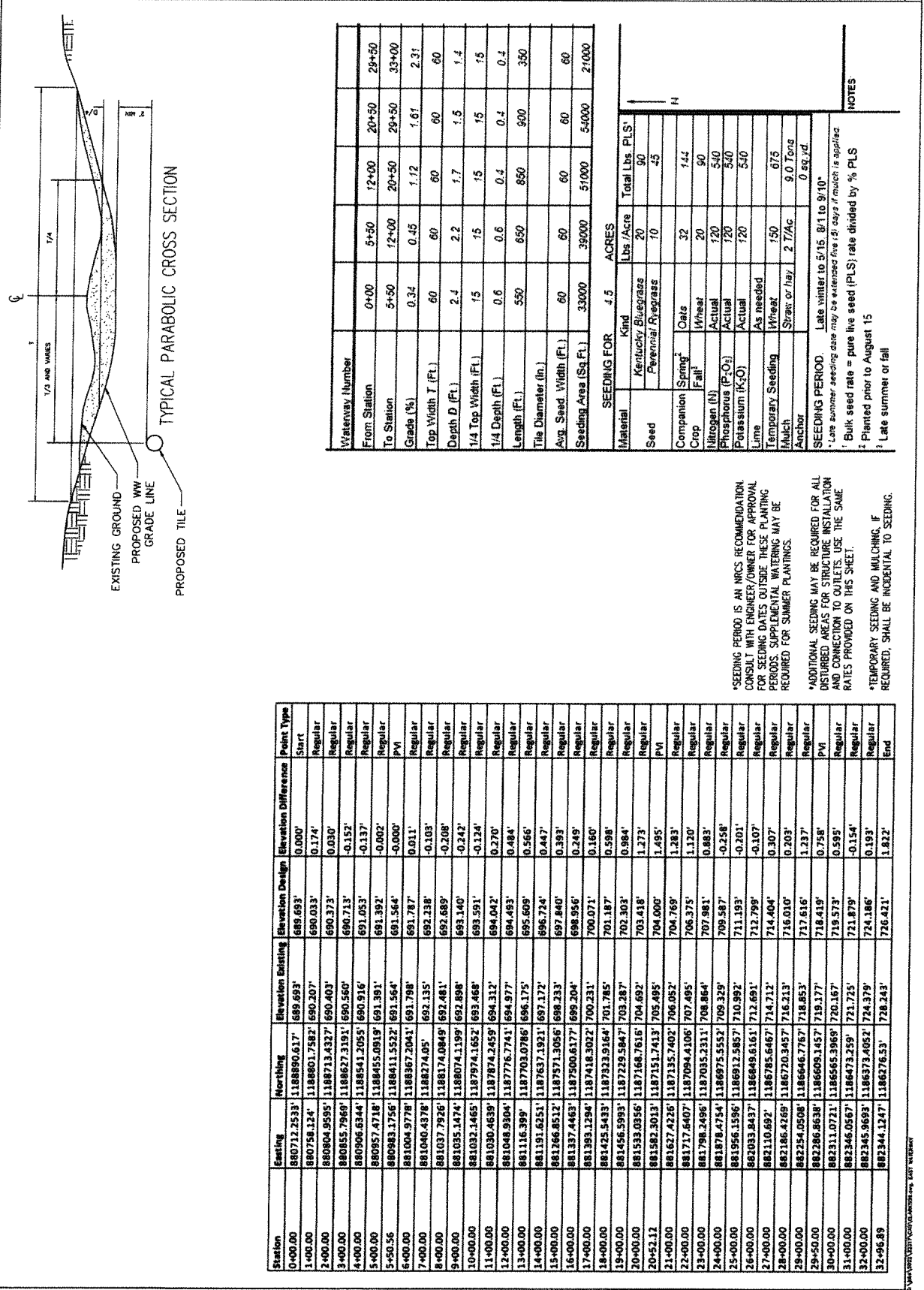
LEGEND

- PROPOSED CONTOUR, 1' INTERVAL (FINISH GRADE)
- PROPOSED CONTOUR, 5' INTERVAL (FINISH GRADE)
- EXISTING CONTOUR, 1' INTERVAL
- EXISTING CONTOUR, 5' INTERVAL
- TREE LINE
- PROPOSED SUBSURFACE DRAINAGE TILE
- PROPOSED TILE INLET
- OPEN DITCH
- PROPOSED SEEDING AREA

DATE: 2/2/2024		SCALE: 1"=200'	
DRAWN BY: SRJ		CHECKED BY: TKW	
DWG: CLARKSON		SHEET NO. 3	
MEC JOB # 22217			
EAST WATERWAY RECONSTRUCTION			
CLARKSON WATERWAY			
CERRO GORDO, IL			
MARTIN ENGINEERING COMPANY			
CONSULTING ENGINEERING AND SURVEYING			
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 164-043561			
3885 S. HWY. 67, CHICAGO, ILL. 60632-4703			
Phone: (773) 688-8800, E-Mail: info@martineng.com			
NO.	DATE	REVISION	BY







Page 407 of 491

IL4120m - 1

NATURAL RESOURCES CONSERVATION SERVICE
ILLINOIS OPERATION AND MAINTENANCE
GRASSED WATERWAY

Follow the operation and maintenance plan below to keep your grassed waterway functioning as intended:

- Inspect grassed waterway regularly, especially following heavy rains. Fill, compact, and reseed damaged areas immediately. Remove sediment deposits to maintain capacity of grassed waterway.
- Vegetation damaged by machinery, herbicides, or erosion must be repaired promptly.
- Minimize damage to vegetation by excluding livestock whenever possible, especially during wet periods. Permit grazing in the waterway only when a controlled grazing system is being implemented.
- Avoid use of herbicides that would be harmful to the vegetation in and adjacent to the waterway area.
- Avoid using waterways as turn-rows during tillage and cultivation operations. Maintain constructed width by filling or disengaging tillage equipment properly. Avoid farming operations along the direction of the waterway, which can hinder water entry.
- Mow or periodically graze vegetation to maintain capacity and reduce sediment deposition. The designed height of the vegetation is from 6 inches to 30 inches. Mowing may be appropriate to enhance wildlife values, but must be conducted to avoid peak nesting seasons and reduced winter cover.
- Apply supplemental nutrients as needed to maintain the desired species composition and stand density of the waterway.
- Control noxious weeds.
- Do not use the waterway as a field road. Avoid crossing with heavy equipment when wet.
- Repair all broken subsurface drain lines adjacent to or in the waterway.

Additional Details:

NRCS, Illinois
May 2013

OPERATION AND MAINTENANCE
CLARKSON WATERWAY
CERRO GORDO, IL

DATE:	2/2/2024
SCALE:	NTS
DRAWN BY:	TKW
CHECKED BY:	XXX
DWG:	GENERAL
SHEET NO.	10

MEC JOB # 22217

MARTIN ENGINEERING COMPANY
CONSULTING ENGINEERS AND SURVEYORS
11405 FARMINGTON ROAD, SUITE 100, FARMINGTON, ILLINOIS 62509
PHONE: (312) 688-8900, FAX: (312) 688-8901
WWW.MARTINENGINEERINGCOMPANY.COM

MEC

NO.	DATE	REVISION	BY

MEC JOB # 22217

SHEET NO.
11

DWG. CLARKSON

CHECKED BY: TKW

DRAWN BY: SRJ

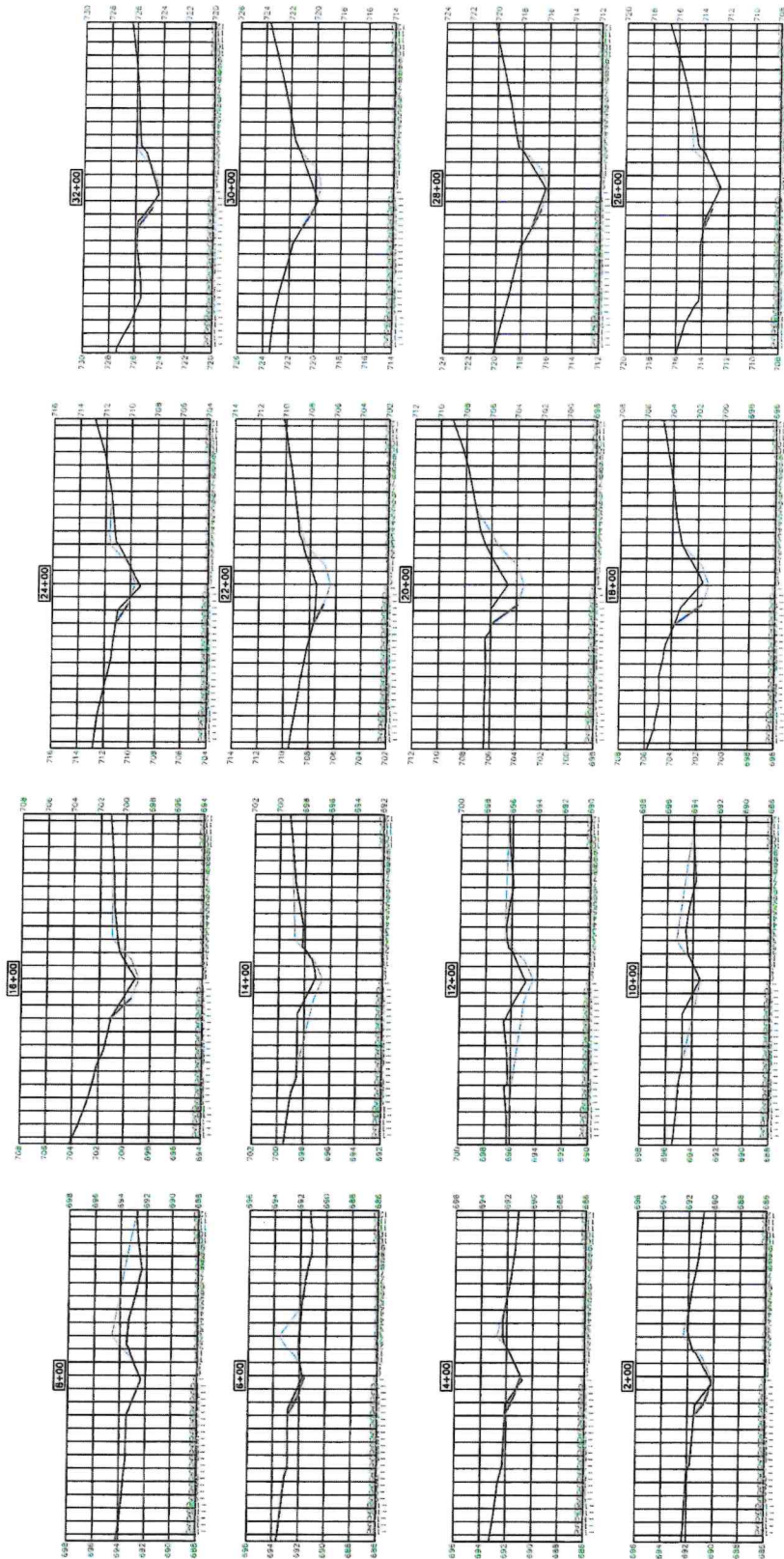
SCALE: 1"=40'

DATE: 2/2/2024

EAST WATERWAY CROSS SECTIONS
CLARKSON WATERWAY
CERRO GORDO, IL

AMEC
CONSULTING ENGINEERING AND SURVEYING
1805 FARMINGTON ROAD, SUITE 100, FARMINGTON, IL 62521
PHONE: (217) 698-8900, E-MAIL: mecon@amecengineering.com

NO.	DATE	REVISION	BY



11 of 11 pages (22217) Clarkson Waterway East Cross Sections

MEC JOB # 22217

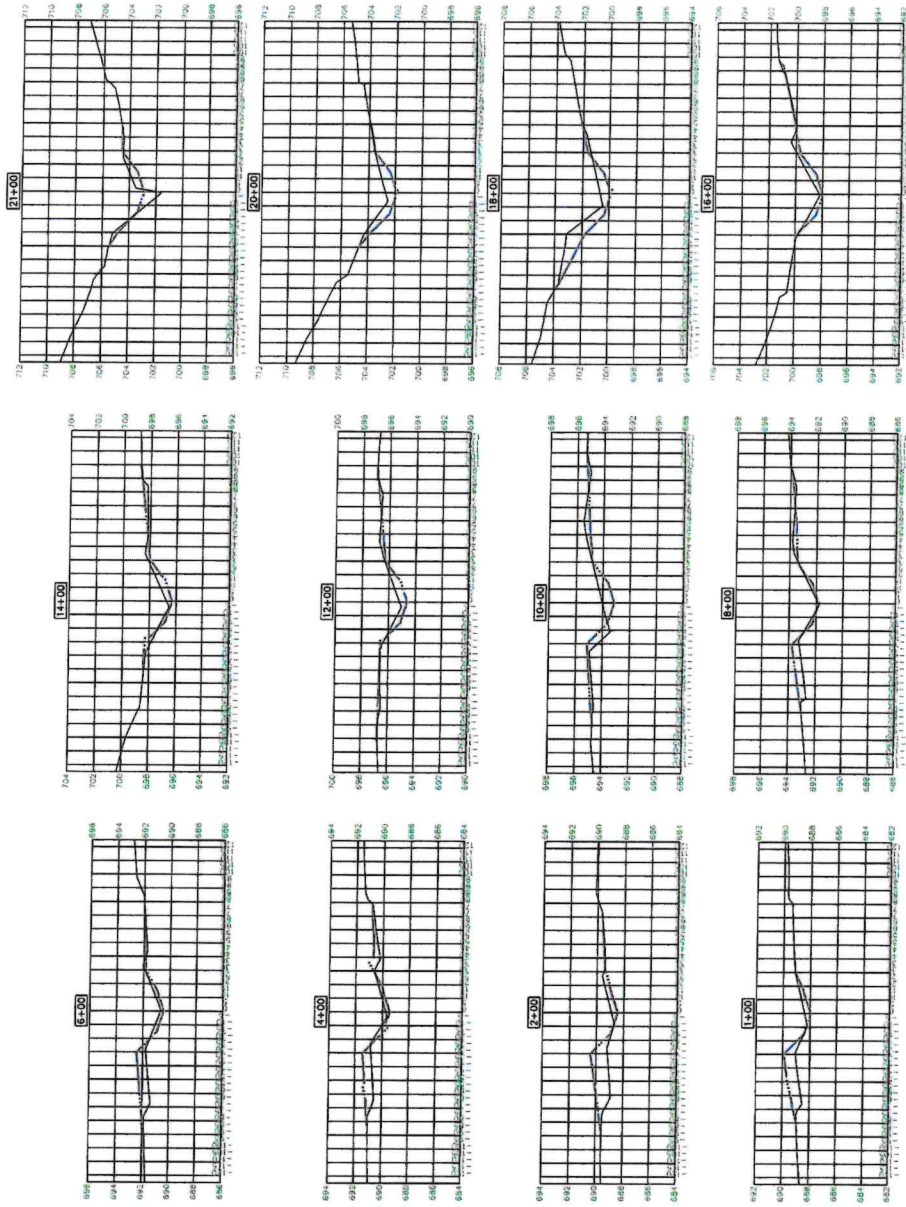
SHEET NO.
12

CHECKED BY: TKW
DWG: CLARKSON
DRAWN BY: SBU
SCALE: 1"=40'
DATE: 2/2/2024

WEST WATERWAY CROSS SECTIONS
CERRO GORDO, IL

MEC
MARTIN ENGINEERING COMPANY
at Illinois
CONSULTING ENGINEERING & SURVEYING
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 194-049561
3095 S. 81ST STREET, SPRINGFIELD, ILLINOIS 62703
Phone: (217) 698-8900, E-Mail: mecmec@martinengineeringco.com

NO.	DATE	REVISION	BY



MEMORANDUM OF WATERSHED PROTECTION AGREEMENT

THIS MEMORANDUM WITNESSETH that Lynn Clarkson, OWNER, and THE CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation, CITY, have entered into an Lake Decatur Watershed Protection Agreement for the protection of Lake Decatur watershed, soil erosion control, nutrient management and water quality improvement affecting the following described premises situated in Piatt County, Illinois, to-wit:

TRACT 1:

That part of the Southwest 1/4 of Section 13, Township 17 North, Range 4 East of the Third Principal Meridian, Piatt County, Illinois, described as follows:

beginning at an existing iron pin marking the Northwest corner of the Southwest 1/4, of said Section 13; thence S.88°42'32"E.-1264.47 feet along the North line of the Southwest 1/4, of said Section 13 to a mag nail set; thence S.29°29'23"E.-769.12 feet to an iron pin set; thence S.1°33'01"W.-485.62 feet to an iron pin set; thence S.37°47'59"E.-112.27 feet to an iron pin set; thence S.0°15'55"W.-1442.00 feet to an iron pin set on the South line of the Southwest 1/4, of said Section 13; thence N.88°56'27" W.-1713.38 feet along said South line to an iron pin set marking the Southwest corner of said Section 13; thence N.0°27'20"E.-2682.52 feet along the West line of the Southwest 1/4, of said Section 13 to the point of beginning, containing 100.54 acres, more or less.

TRACT 2:

That part of the South 1/2 of Section 13, Township 17 North, Range 4 East of the Third Principal Meridian, Piatt County, Illinois, described as follows:

commencing at an existing iron pin marking the Northwest corner of the Southwest 1/4, of said Section 13; thence S.88°42'32"E.-1264.47 feet along the North line of the Southwest 1/4, of said Section 13 to a mag nail set marking the point of beginning; thence continuing S.88°42'32"E.-1379.51 feet along said North line to an iron pin set marking the Northeast corner of the Southwest 1/4, of said Section 13; thence S.0°28'59" W.-1335.90 feet along the East line of the Southwest 1/4, of said Section 13 to an iron pin set marking the Northwest corner of the Southwest 1/4, of the Southeast 1/4, of said Section 13; thence S.88°49'31"E.-1331.60 feet along the North line of the Southwest 1/4, of the Southeast 1/4, of said Section 13 to an iron pin set

marking the Northeast corner thereof; thence S.0°21'28" W.-1333.25 feet along the East line of the Southwest 1/4, of the Southeast 1/4, of said Section 13 to an iron pin set marking the Southeast corner thereof; thence N.88°56'27" W.-2263.67 feet along the South line of said Section 13 to an iron pin set; thence N.0°15'55"E.-1442.00 feet to an iron pin set; thence N.37°47'59" W.-112.27 feet to an iron pin set; thence N.1°33'01"E.-485.62 feet to an iron pin set; thence N.29°29'23"W.-769.12 feet to the point of beginning, containing 102.74 acres, more or less.

Permanent Index Number 08-13-17-004-004-00

Situated in Piatt County,

Illinois.("Property"),

Said Agreement is for a term beginning on date of completion of Projects which is ____ day of _____, 20__ and terminating twenty-five years from said date for all retention structures and ten years from said date for all other land adjustments, conservation projects and cropping or management projects and has been signed by the Parties. This Agreement and covenants and responsibilities contained in the Agreement shall extend to and be obligated upon the parties respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto.

Dated this _____ day of _____, 20__.

OWNER:

BY: 

Authorized Signator

CITY OF DECATUR, ILLINOIS

BY: _____

Scot Wrighton, City Manager

EXHIBIT 3

Public Works

DATE: 4/8/2024

MEMO: 2024-53

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director
Keith Alexander, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager

SUBJECT: Resolution Authorizing Lake Decatur Watershed Protection Program Agreement for East Waterway Improvements with Lynn Clarkson

SUMMARY RECOMMENDATION:

It is recommended that the City Council authorize a Lake Decatur Watershed Protection Program Agreement between the City of Decatur and Lynn Clarkson for the construction of an east waterway to control nutrients, sediment and erosion for a not to exceed cost to the City of \$47,839. This amount represents 90% of the total project cost of \$43,490.00 with a 10% contingency on the overall project. The remainder (\$4,349) will be paid by the property owner.

COUNCIL PRIORITY GOALS:

This project addresses City Council's Priority Goal #6, Key Implementation Strategy #3: Implement recommendations of a Lake Management Plan so that the quantity of sediment, silt and nitrates entering Lake Decatur is significantly reduced, and adopt other strategies designed to assure good water quality and proper watershed stewardship for the future.

BACKGROUND:

The City's 2021 Watershed Management Plan is designed to significantly reduce Lake Decatur sedimentation and improve the lake's water quality through watershed conservation. City staff manages the watershed conservation efforts in-house with the assistance of Northwater Consulting, the City's Watershed Management Plan consultant.

The waterway to be constructed on private farmland is expected to result in these reductions over the life of the project:

Nitrogen 8,955 pounds

Phosphorus 1,165.5 pounds

Sediment 1,022.4 tons

The agreement financials are:

Owner Cost \$ 4,349.00

Maximum City Cost (reimbursed to owner after construction)* \$43,055.10

Total Not to Exceed Project Cost \$47,839.00

*In order to successfully entice landowners to construct these watershed conservation projects, landowners are reimbursed by the City for 90% of the total project cost. Landowners pay for 10% of the total.

A project summary with location map is attached.

LEGAL REVIEW:

The agreement form was approved by the Legal Department on September 21, 2022.

PRIOR COUNCIL ACTION: None.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES: 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. Staff will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS: These projects are funded by the Water Lake Capital Budget - Watershed Management.

ATTACHMENTS:

Description	Type
Resolution Authorizing Lake Decatur Watershed Protection Program Agreement for East Waterway Improvements with Lynn Clarkson	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING LAKE DECATUR WATERSHED PROTECTION
PROGRAM AGREEMENT FOR EAST WATERWAY IMPROVEMENTS
WITH LYNN CLARKSON**

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

Section 1. That the Lake Decatur Watershed Protection Program Agreement, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and Lynn Clarkson, and the same is hereby received, placed on file and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Lynn Clarkson, for a cost not to exceed \$43,055.10.

PRESENTED and ADOPTED this 15th day of April 2024.

Julie Moore Wolfe, Mayor

Attest:

City Clerk

LAKE DECATUR WATERSHED
PROTECTION PROGRAM AGREEMENT

In consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, this Agreement ("Agreement") is entered into by and between Lynn Clarkson ("Owner") and the City of Decatur, Illinois, an Illinois municipal corporation ("City"). The parties agree as follows:

1. Owner agrees to participate in City's Lake Decatur Watershed Protection ("Program") for soil erosion control, nutrient management and water quality improvements for property they own located in Piatt, County, Illinois more particularly described as

TRACT 1:

That part of the Southwest 1/4 of Section 13, Township 17 North, Range 4 East of the Third Principal Meridian, Piatt County, Illinois, described as follows:

beginning at an existing iron pin marking the Northwest corner of the Southwest 1/4, of said Section 13; thence S.88°42'32"E.-1264.47 feet along the North line of the Southwest 1/4, of said Section 13 to a mag nail set; thence S.29°29'23"E.-769.12 feet to an iron pin set; thence S.1°33'01"W.-485.62 feet to an iron pin set; thence S.37°47'59"E.-112.27 feet to an iron pin set; thence S.0°15'55"W.-1442.00 feet to an iron pin set on the South line of the Southwest 1/4, of said Section 13; thence N.88°56'27" W.-1713.38 feet along said South line to an iron pin set marking the Southwest corner of said Section 13; thence N.0°27'20"E.-2682.52 feet along the West line of the Southwest 1/4, of said Section 13 to the point of beginning, containing 100.54 acres, more or less.

TRACT 2:

That part of the South 1/2 of Section 13, Township 17 North, Range 4 East of the Third Principal Meridian, Piatt County, Illinois, described as follows:

commencing at an existing iron pin marking the Northwest corner of the Southwest 1/4, of said Section 13; thence S.88°42'32"E.-1264.47 feet along the North line of the Southwest 1/4, of said Section 13 to a mag nail set marking the point of beginning; thence continuing S.88°42'32"E.-1379.51 feet along said North line to an iron pin set marking the Northeast corner of the Southwest 1/4, of said Section 13; thence S.0°28'59" W.-1335.90 feet along the East line of the Southwest 1/4, of said Section 13 to an iron pin set marking the Northwest corner of the Southwest 1/4, of the Southeast 1/4, of said Section 13; thence S.88°49'31"E.-1331.60 feet along the North line of the Southwest 1/4, of the Southeast 1/4, of said Section 13 to an iron pin set marking the Northeast corner thereof; thence S.0°21'28" W.-1333.25 feet along the East line of

the Southwest 1/4, of the Southeast 1/4, of said Section 13 to an iron pin set marking the Southeast corner thereof; thence N.88°56'27" W.-2263.67 feet along the South line of said Section 13 to an iron pin set; thence N.0°15'55"E.-1442.00 feet to an iron pin set; thence N.37°47'59" W.-112.27 feet to an iron pin set; thence N.1°33'01"E.-485.62 feet to an iron pin set; thence N.29°29'23"W.-769.12 feet to the point of beginning, containing 102.74 acres, more or less.

Permanent Index Number 08-13-17-004-004

and hereinafter referred to as "Property."

2. Subject to the terms and conditions of this Agreement, Owner shall plan, install and complete all construction and projects on the Property as set forth in Exhibit 1, attached hereto and incorporated by reference, including but not limited to all land adjustments, conservation projects, cropping, and management projects hereinafter referred to collectively as "Project."

3. Owner shall plan, install, and maintain the erosion control capabilities for all Project, and implement all other necessary work for Project set forth in Exhibit 1 in accordance with the technical specifications and in compliance with the United States Department of Agriculture Natural Resources Conservation Service maintenance requirements for a minimum of ten (10) years and a minimum of twenty-five (25) years for any and all retention structures following the date of final completion of Project as determined by the City.

4. Owner shall plan, install and complete all construction for Project and hire and pay all contractors or other workers for necessary expenses required and related to provide the work, materials and other required matters for Project and be reimbursed for a portion of the Project costs by the City all as set forth in the schedules set forth in Exhibit 2 attached hereto and incorporated by reference.

5. All drawings, specifications, reports, records, and other work product or writings developed in connection with Project are public documents and shall remain the property of City whether the Project is completed or not. Owner acknowledges and agrees that said documents are subject to disclosure under the Illinois Freedom of Information Act.

6. Owner shall not begin Project as set forth in Exhibit 1 until and unless City approves plans for Project in writing.

7. Owner shall provide documentation as required by City of all expenses and costs incurred in the installation or implementation of Project within thirty (30) days of the completion of Project. Failure to comply with this requirement for timely submission of documentation may result in partial or complete loss of rights for reimbursement for Project.

8. City shall reimburse Owner for a portion of the Project cost as set forth in Exhibit 2 within sixty (60) days following receipt of all necessary documentation demonstrating completion of Project, City inspection of compliance of Project and complete and final payment of all expenses of Project by Owner. Owner acknowledges that the reimbursement set forth in this Agreement for Project in no way implies the continued financial support for Project or maintenance of Project beyond the specified amount set forth in this Agreement.

9. Owner agrees to provide and allow City employees, officers, agents and employees access to Property upon five (5) days notification by City for the purpose of planning, constructing, implementing, installing, monitoring, inspecting, performing follow-up and spot checking Project for the term of this Agreement.

10. In the event Owner fails to complete Project, or removes, alters or modifies Project without prior written agreement and approval of the City, City shall have no obligation to reimburse Owner or make any payments to Owner under the terms of this Agreement. If the City has provided any reimbursement or monies to Owner for Project and Owner fails to complete Project, or removes, alters or modifies Project without written agreement and approval of the City, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

11. Owner hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgements, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges regarding the use of funds provided in this Agreement or the

Project undertaken by Owner, including but not limited to Owner's violation of any of the covenants or agreements under this Agreement, any act or failure to act done in connection with the performance or operation of Project, and any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the use of funds in Program or in the construction, operation or maintenance of Project.

12. This Agreement may be terminated in whole or in part by either party in writing in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. No termination shall be effective until and unless the other party is given not less than fifteen (15) calendar days prior written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination. If the City has provided any reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Agreement, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

13. In addition to termination as set forth above, this Agreement shall be terminated immediately without further notice or opportunity to consult and become void if funding becomes unavailable for any reason for Project prior to any actual construction of Project or if the bid which Owner receives for Project exceeds the total not to exceed project cost of Project as set forth in Exhibit 2 by fifteen percent (15%) or more.

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

OWNER:

Lynn Clarkson
Po Box 80
Cerro Gordo, IL 61818

Lynn Clarkson
March 27, 2024

CITY:

City of Decatur
City Clerk
One Gary K. Anderson Plaza
Decatur, IL 62523

15. Owner and City represent to each other that each has retained and relied or had the opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. Owner and City represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.

16. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.

17. This Agreement may only be amended by a written instrument signed by each party hereto.

18. This is an enforceable Agreement placing specific obligations on the City and the Owner. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

19. Time shall be considered to be of the essence of this Agreement.

20. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

21. The warranties and agreements contained herein shall extend to and be obligated upon the parties respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto. Owner must notify all purchasers, assigns, agents, representatives, and transferees and all prospective purchasers, assigns, agents, representatives and transferees of the Property of the obligations and responsibilities set forth in this Agreement and must require each to assume the obligations and responsibilities set forth in this Agreement by way of a written agreement prior to legal or equitable title to any portion of the Property being transferred. Owner must furnish a copy of the executed Agreement to City prior to any legal or equitable transfer of title of Property. If the City has provided any

reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Section of the Agreement, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

22. A Memorandum in the form attached as Exhibit 3 shall be executed by the parties and will be recorded with the County Recorder of Deeds of the county location of Property at the City's expense evidencing the terms of this Agreement.

23. 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.

24. 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.

25. Neither Owner, their contractors, subcontractors, or other persons or entities hired to perform any work on Project shall be deemed an agent, employee, officer or partner of the City for any matters contained in this Agreement.

26. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year appearing opposite their signatures below.

CITY OF DECATUR, ILLINOIS

Lynn Clarkson

PRINTED NAME OF OWNER

By: _____

By:  _____

Date: _____

Date: March 22, 2024

Lake Decatur Watershed
Protection Program Agreement
Project Expenses and Reimbursement Schedule

Owner Name: Lynn ClarksonApplication Number: LD22-14 East

Name and Address of Contractor	Bid Price
Hutchens Bulldozing, Inc 2049 East 1350 North Road Assumption, IL 62510 217-226-4334	\$43,490.00

Owner will not allow any work to begin prior to both parties approval of this Agreement.

Owner will not be reimbursed for more than the City Reimbursement to Owner excluding any approved change order. Owner understands that a change order, if deemed necessary, must be approved in writing by the City prior to the start of any change order. A 10% contingency has been added for minor change orders.

\$ 43,490.00 + \$ 4,349.00 = \$ 47,839.00
Bid Price 10% Contingency Total Not to Exceed Project Cost

Owner Reimbursement: \$ 47,839.00 X 90% = \$ 43,055.10
Total Project Cost Maximum City Reimbursement to Owner

GENERAL NOTES

1. EXISTING CONDITIONS - THE EXISTING CONDITIONS SHOWN IN THE PLANS ARE BASED UPON THE INFORMATION PROVIDED BY THE OWNER/ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF CONSTRUCTION.
2. THE EXISTENCE AND LOCATION OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE BASED ON THE INFORMATION PROVIDED BY THE OWNER/ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF CONSTRUCTION.
5. UNDESIRABLE FILL MATERIAL, ANY REMOVAL (DEBRIS OR CONSTRUCTION DEBRIS) SHALL BE PLACED TO THE GRADE LINES AS SHOWN ON THE PLANS.
6. ALL DISTURBED AREAS TO BE SEED SHALL BE SEED WITH A Mixture of 1/2 of CLEAN TOPSOIL.
7. ALL FILL TIES ENCOUNTERED AND DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF CONSTRUCTION.
8. WHERE SECTION STONES OR PROPERTY MARKERS ARE ENCOUNTERED, ALL MARKERS SHALL BE PROTECTED AND PRESERVED UNTIL AN OWNER OR PROFESSIONAL LAND SURVEYOR HAS BEEN NOTIFIED AND APPROVED TO REMOVE THEM.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF CONSTRUCTION.
10. THE CONTRACTOR SHALL TAKE REASONABLE PRECAUTIONS TO PROTECT PUBLIC AND PRIVATE PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF CONSTRUCTION.
11. THE CONTRACTOR SHALL MAINTAIN ACCURATE RECORDS - LOCATION, ELEVATION, ETC. TO THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF CONSTRUCTION.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE PRIOR TO THE START OF CONSTRUCTION.
13. ALL ELEVATIONS AS SHOWN REFERS TO U.S.C.S. DRAINAGE AT MEAN SEA LEVEL.
14. EXISTING SURFACE TIE LOCATIONS ARE APPROXIMATE. CONTRACTOR MUST FIELD VERIFY LOCATIONS AND DEPTH PRIOR TO EXCAVATION.
15. EXCAVATE AND/OR PLACE FILL AS REQUIRED TO ACHIEVE PROPOSED GRADE ELEVATION. PLACE FILL IN LAYERS NOT MORE THAN 9" IN LOOSE DEPTH AND COMPACT WITH COMPACTION EQUIPMENT.
16. ALL SLOPES SHALL BE UNIFORM TO AVOID FLOODING (PROVIDE POSITIVE DRAINAGE).

CLARKSON FARM CONSTRUCTION PLANS WILLOW BRANCH TWP. PIATT COUNTY, ILLINOIS SEC. 13 T17N R4E



PROJECT SITE

PROJECT SITE

LOCATION MAP
1" = 500'

INDEX OF SHEETS

- | | |
|----|------------------------------|
| 1 | COVER SHEET |
| 2 | OVERALL MAP |
| 3 | EAST WATERWAY PLAN |
| 4 | WEST WATERWAY PLAN |
| 5 | EAST WATERWAY PROFILE |
| 6 | WEST WATERWAY PROFILE |
| 7 | EAST WATERWAY DETAILS |
| 8 | WEST WATERWAY DETAILS |
| 9 | SPECIFICATIONS |
| 10 | OPERATION AND MAINTENANCE |
| 11 | EAST WATERWAY CROSS SECTIONS |
| 12 | WEST WATERWAY CROSS SECTIONS |

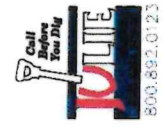


TYLER K. WALKER
REGISTERED PROFESSIONAL ENGINEER
ILLINOIS LICENSE NO. 008858
DATE SIGNED: _____
LICENSE EXP. DATE: _____

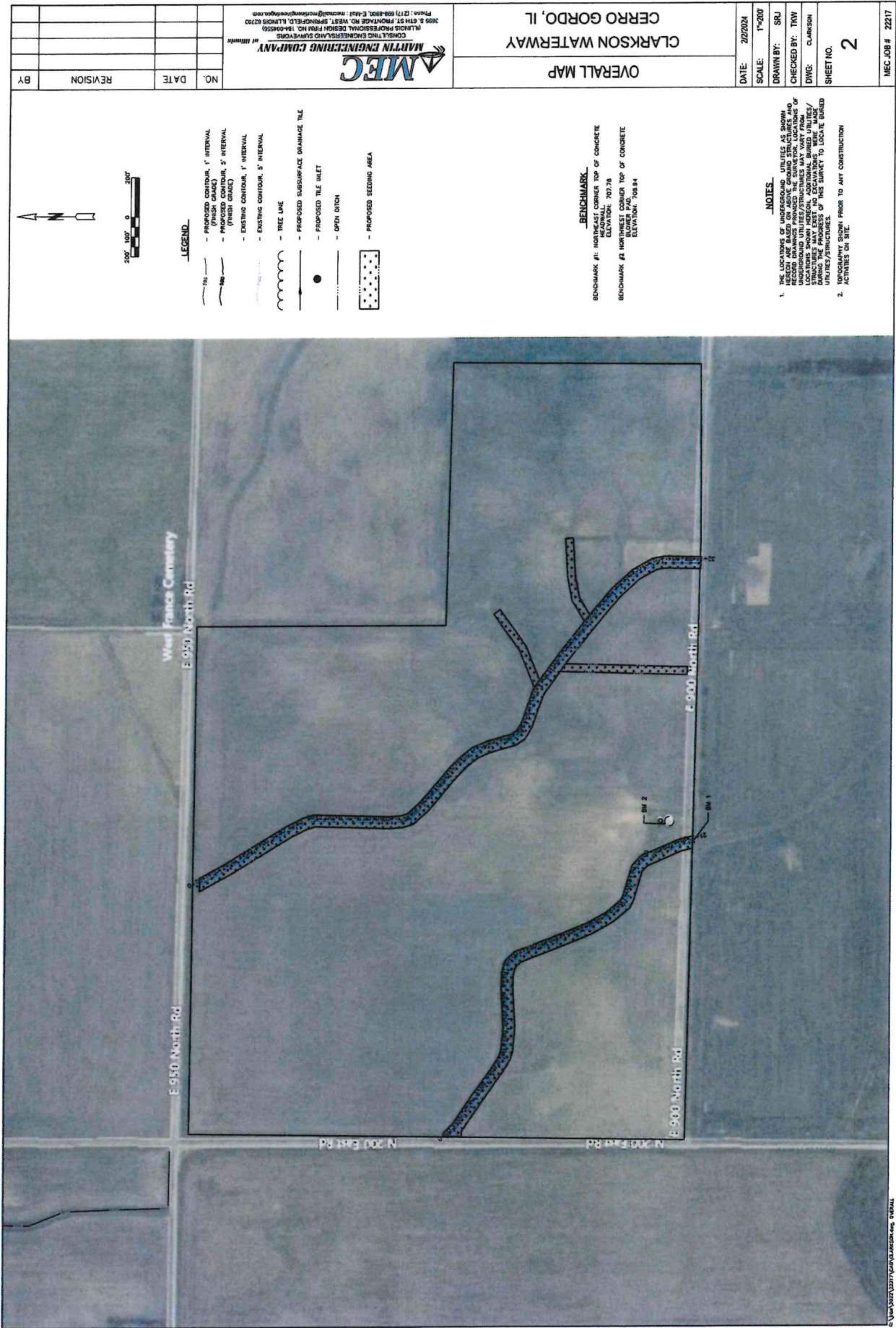


MARTIN ENGINEERING COMPANY
ILLINOIS REGISTERED PROFESSIONAL ENGINEERS
3885 SOUTH 6TH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
Phone: (317) 688-8898 Fax: (317) 688-8822 Email: mce@martinengineeringco.com

DATE: FEBRUARY 2, 2024



ENGINEER & LAND SURVEYOR
MARTIN ENGINEERING COMPANY
3885 SOUTH 6TH STREET FRONTAGE ROAD WEST
SPRINGFIELD, IL 62703
CONTACT: TYLER WALKER (317) 688-8800



OVERALL MAP		CLARKASON WATERWAY		CERRO GORDO, IL	
DATE:	2/2/2024	SCALE:	1"=200'	DRAWN BY:	SRU
CHECKED BY:	TNY	DWG:	CLARKSON	SHEET NO.	2
MEC JOB #	2217				

LEGEND

- PROPOSED CONTOUR, 1' INTERVAL (FRESH GRADE)
- PROPOSED CONTOUR, 5' INTERVAL (FRESH GRADE)
- EXISTING CONTOUR, 1' INTERVAL
- EXISTING CONTOUR, 5' INTERVAL
- TREE LINE
- PROPOSED SUBSURFACE DRAINAGE TILE
- PROPOSED TILE INLET
- OPEN DITCH
- PROPOSED SEEDING AREA

NOTES

1. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE-GROUND STRUCTURES AND RECORD DRAWINGS. THE DEPTHS AND SPACING OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM PROJECT TO PROJECT. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES THAT EXIST OR MAY EXIST IN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES THAT EXIST OR MAY EXIST IN THE PROJECT AREA.

2. TOPOGRAPHY SHOWN PRIOR TO ANY CONSTRUCTION ACTIVITIES ON SITE.

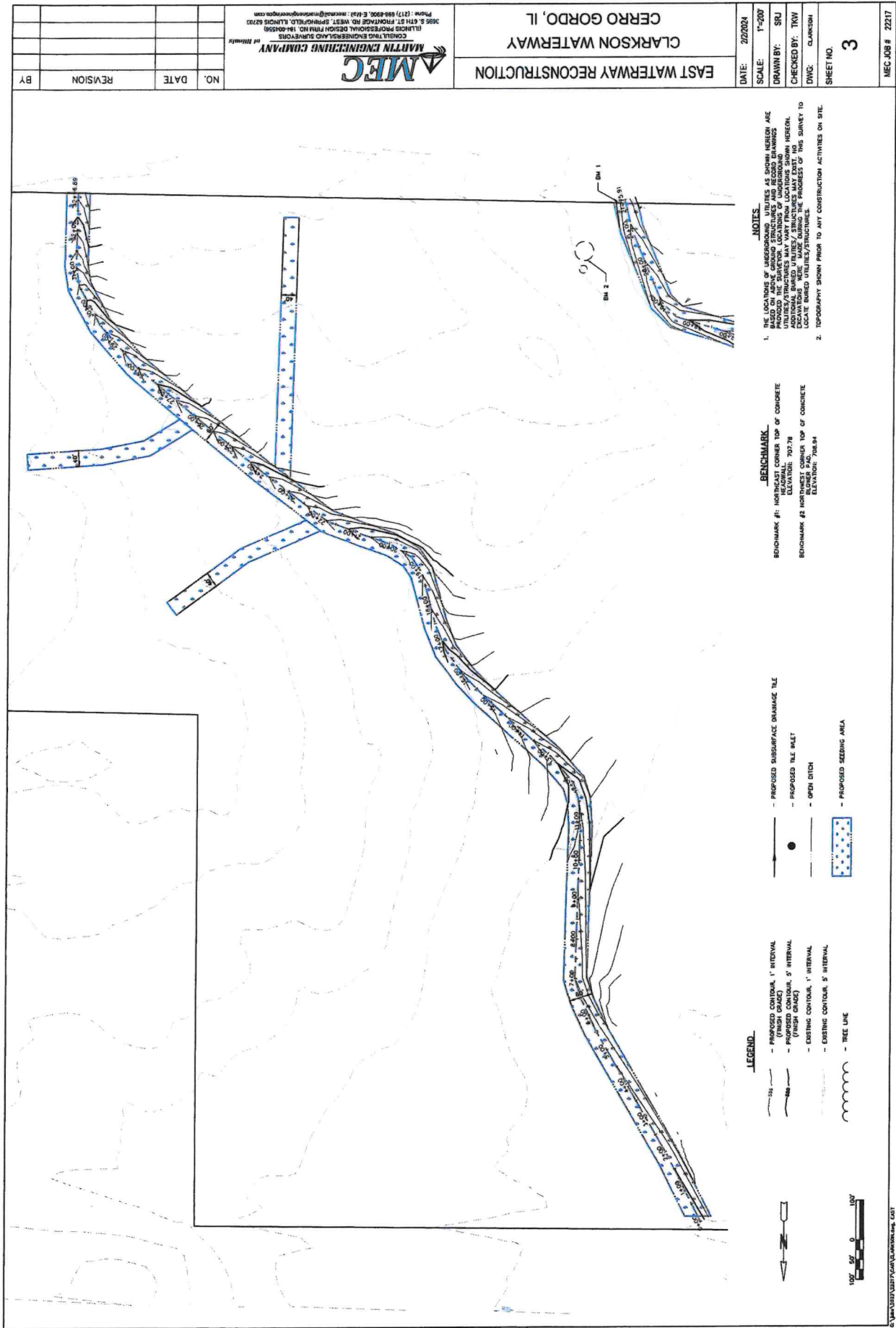
BENCHMARK

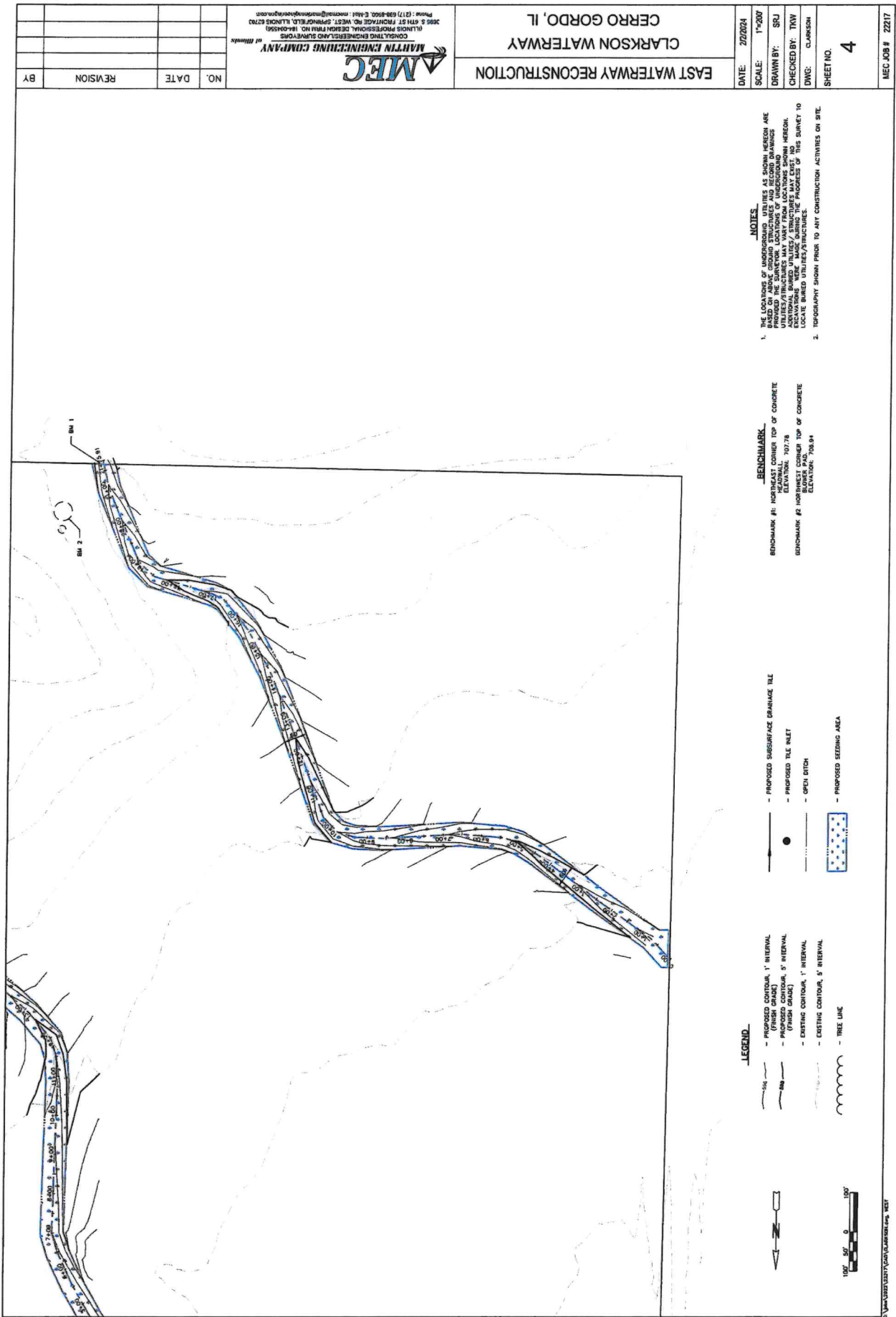
BENCHMARK #1: NORTHEAST CORNER TOP OF CONCRETE HEADWALL
ELEVATION: 707.78

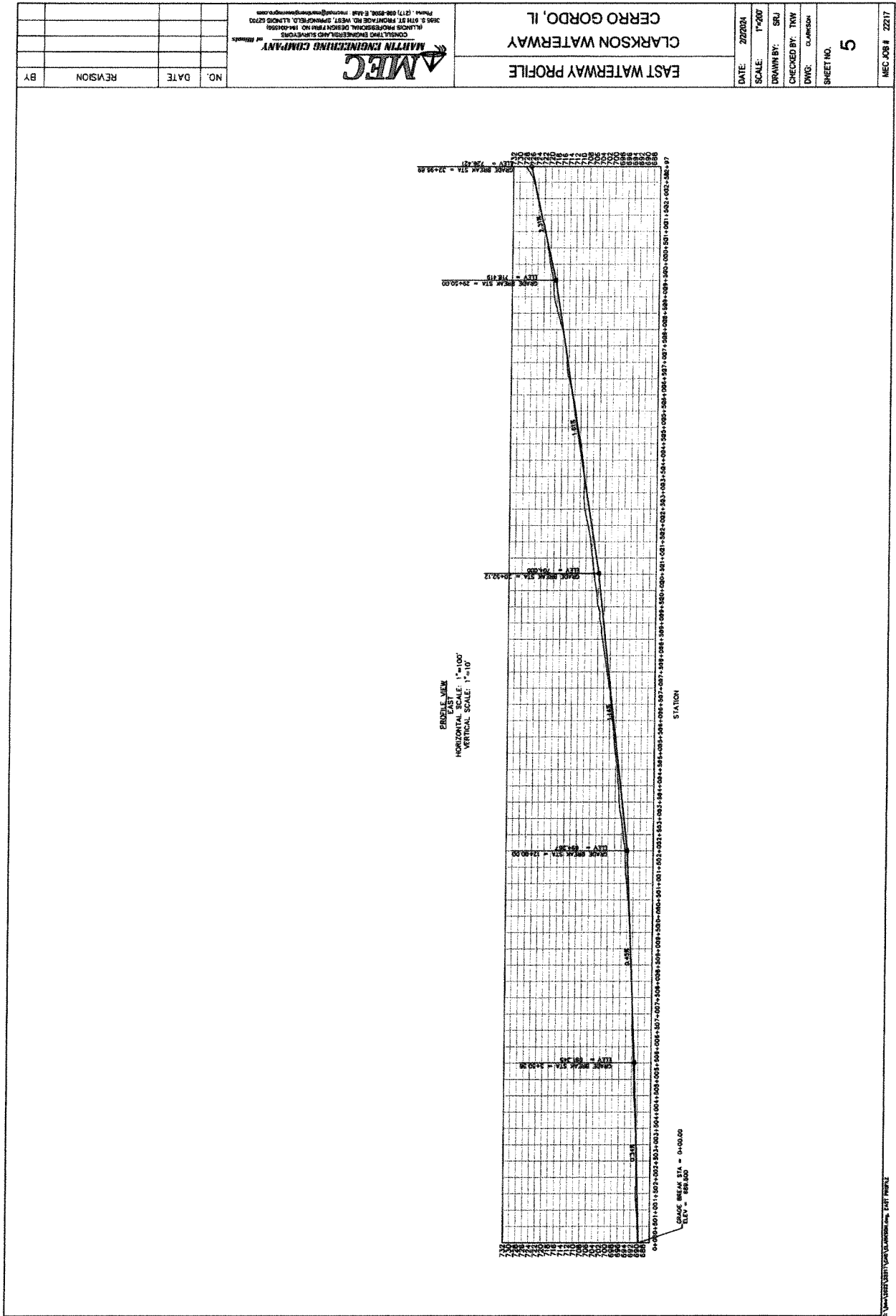
BENCHMARK #2: NORTHEAST CORNER TOP OF CONCRETE HEADWALL
ELEVATION: 708.84

MARTIN ENGINEERING COMPANY
CONSULTING ENGINEERS AND SURVEYORS
5095 S. 6TH ST. FRONTAGE RD. WEST, SPRINGFIELD, ILLINOIS 62703
Phone: (217) 598-8900, Cell: (217) 598-8900
Email: martin@martinengineering.com

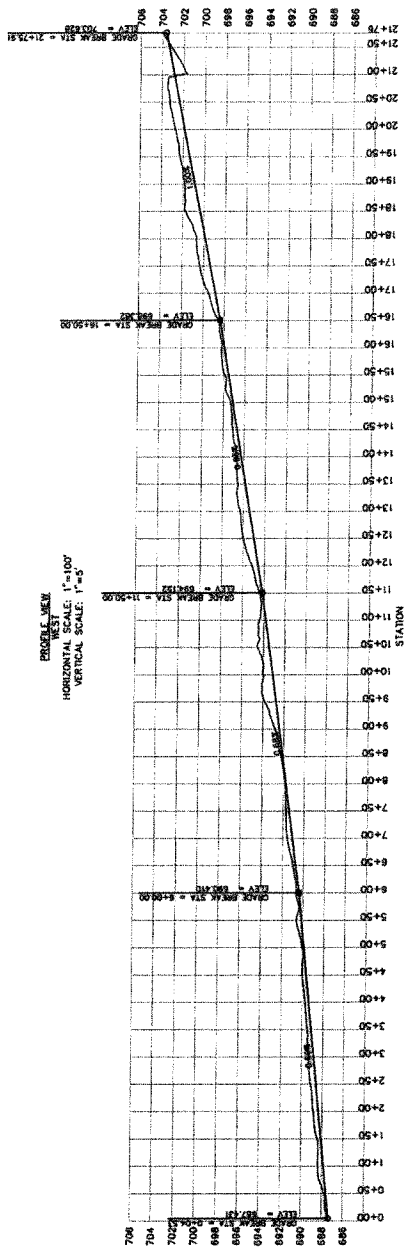
NO.	DATE	REVISION	BY

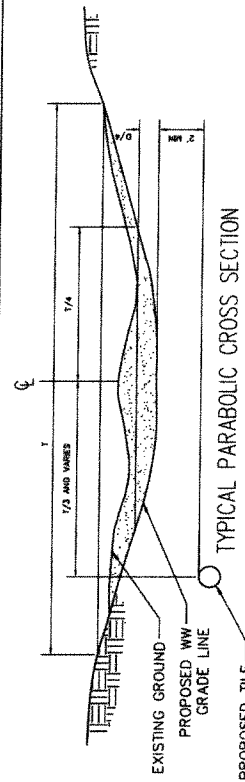






CLARKSON WATERWAY WEST WATERWAY PROFILE		CERRO GORDO, IL	
AMEC MARTIN ENGINEERING COMPANY CONSULTING ENGINEERING AND SURVEYING 3095 S. 6TH ST. PROVO, UTAH 84601 (801) 771-8800 FAX (801) 771-8801 Email: meca@martineng.com		SHEET NO. 9 MECH. JOB # 22317	
DATE:	2/22/2004	DRAWN BY:	SRJ
SCALE:	1"=200'	CHECKED BY:	TKW
		ENG:	CLARKSON
NO. DATE		REVISION	
BY			





CLARKSON WATERWAY
CERRO GORDO, IL

DATE: 2/22/24
SCALE: 1"=20'
DRAWN BY: SKU
CHECKED BY: TWW
DWG: CLARKSON
SHEET NO. 7
MEC JOB # 22217

NO.	DATE	REVISION	BY

Waterway Number	0+00	5+50	12+00	20+50	29+50
From Station	0+00	5+50	12+00	20+50	29+50
To Station	5+50	12+00	20+50	29+50	33+00
Grade (%)	0.34	0.45	1.12	1.61	2.31
Top Width T (ft.)	60	60	60	60	60
Depth D (ft.)	2.4	2.2	1.7	1.5	1.4
1/4 Top Width (ft.)	15	15	15	15	15
1/4 Depth (ft.)	0.6	0.6	0.4	0.4	0.4
Length (ft.)	550	650	850	900	350
Tile Diameter (in.)	60	60	60	60	60
Aug. Seed Width (ft.)	33000	39000	51000	54000	21000
Seeding Area (Sq. Ft.)	33000	39000	51000	54000	21000

SEEDING FOR 4.5 ACRES			Total Lbs. PLS*
Material	Kind	Lbs./Acre	
Seed	Kentucky Bluegrass	20	90
	Perennial Ryegrass	10	45
Companion Crop	Spring ¹ Oats	32	144
	Fall ² Wheat	20	90
Nitrogen (N)	Actual	120	540
	Phosphorus (P ₂ O ₅)	120	540
Potassium (K ₂ O)	Actual	120	540
	Actual	120	540
Lime	As needed		
Temporary Seeding	Wheat	150	675
Mulch	Straw or hay	2 T/Ac	9.0 Tons
Anchor			0 sq.yd.
SEEDING PERIOD			Late winter to 5/15, 8/1 to 9/10 ³
* Late summer seeding rate may be extended five (5) days if mulch is applied			
† Bulk seed rate = pure live seed (PLS) rate divided by % PLS			
‡ Planted prior to August 15			
§ Late summer or fall			

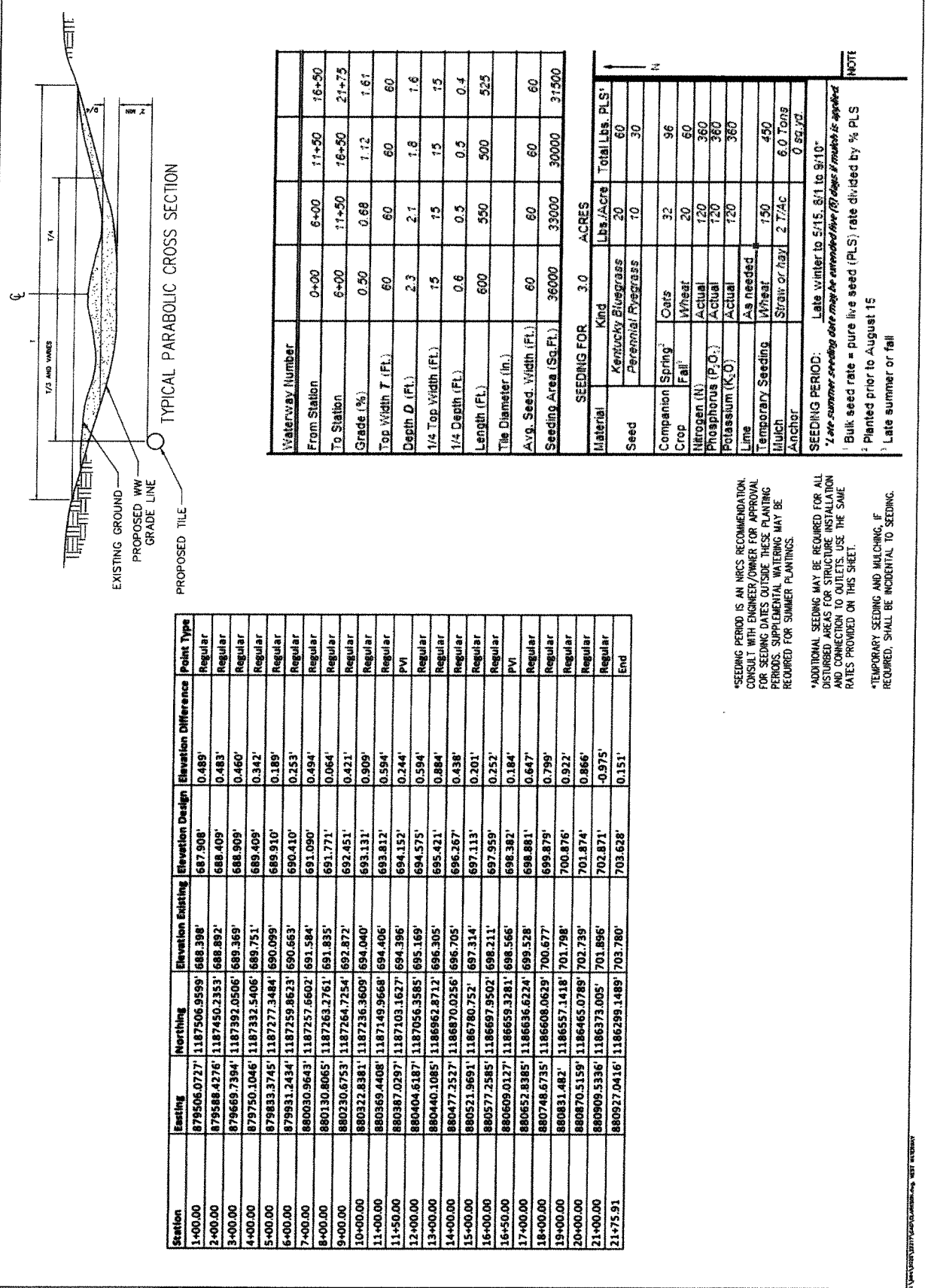
*SEEDING PERIOD IS AN NRCS RECOMMENDATION. CONSULT WITH ENGINEER/OWNER FOR APPROVAL FOR SEEDING DATES OUTSIDE THESE PLANTING PERIODS. SUPPLEMENTAL WATERING MAY BE REQUIRED FOR SUMMER PLANTINGS.

*ADDITIONAL SEEDING MAY BE REQUIRED FOR ALL DISTURBED AREAS FOR STRUCTURE INSTALLATION AND CONNECTION TO OUTLETS. USE THE SAME RATES PROVIDED ON THIS SHEET.

*TEMPORARY SEEDING AND MULCHING, IF REQUIRED, SHALL BE INCIDENTAL TO SEEDING.

Station	Easting	Northing	Elevation Existing	Elevation Design	Elevation Difference	Point Type
0+00.00	880772.2533	1188890.617	689.693	689.693	0.000	Start
1+00.00	880758.124	1188861.7592	690.207	690.033	0.174	Regular
2+00.00	880804.9595	1188713.4327	690.403	690.373	0.030	Regular
3+00.00	880855.7999	1188627.3191	690.560	690.713	-0.152	Regular
4+00.00	880906.6344	1188541.2055	690.916	691.063	-0.137	Regular
5+00.00	880957.4718	1188455.0919	691.391	691.392	-0.002	Regular
6+00.00	881008.3178	1188369.5522	691.564	691.564	-0.000	PVI
7+00.00	881040.4378	1188367.2041	691.798	691.587	0.011	Regular
8+00.00	881037.7926	1188274.05	692.135	692.238	-0.103	Regular
9+00.00	881035.1474	1188074.0849	692.481	692.689	-0.208	Regular
10+00.00	881032.1405	1187974.1652	693.468	693.140	0.242	Regular
11+00.00	881030.4699	1187874.2459	694.312	693.591	-0.124	Regular
12+00.00	881048.9304	118776.7741	694.977	694.493	0.270	Regular
13+00.00	881116.399	1187703.0786	696.175	695.609	0.484	Regular
14+00.00	881191.6251	1187637.1921	697.171	696.724	0.447	Regular
15+00.00	881266.8512	1187571.3056	698.233	697.840	0.393	Regular
16+00.00	881337.4463	1187500.6177	699.204	698.956	0.249	Regular
17+00.00	881393.1294	1187418.3022	700.231	700.071	0.160	Regular
18+00.00	881435.5433	1187323.9164	701.785	701.187	0.598	Regular
19+00.00	881456.5993	1187229.5847	703.287	702.303	0.984	Regular
20+00.00	881533.0356	1187168.7616	704.697	703.418	1.279	Regular
21+00.00	881582.3013	1187151.7413	705.495	704.000	1.495	PVI
22+00.00	881677.4226	1187135.7402	706.052	704.769	1.283	Regular
23+00.00	881717.6407	1187094.4106	707.495	706.375	1.120	Regular
24+00.00	881798.2496	1187035.2111	708.864	707.981	0.883	Regular
25+00.00	881878.4754	1186975.5552	709.329	709.587	-0.258	Regular
26+00.00	881956.1596	1186911.5857	710.992	711.193	-0.201	Regular
27+00.00	882033.8437	1186846.6161	712.691	712.799	-0.107	Regular
28+00.00	882110.692	1186785.6467	714.712	714.404	0.307	Regular
29+00.00	882186.4269	1186720.3457	716.213	716.010	0.203	Regular
30+00.00	882254.0508	1186646.7767	718.853	717.616	1.237	Regular
31+00.00	882286.8638	1186609.1457	719.177	718.419	0.758	PVI
32+00.00	882311.0721	1186585.3969	720.167	719.573	0.595	Regular
33+00.00	882346.0567	1186473.259	721.725	721.879	-0.154	Regular
34+00.00	882345.9693	1186373.4052	724.379	724.186	0.193	Regular
35+00.00	882344.1247	1186276.53	726.243	726.421	-0.178	End

\\saw\user\jerry\cadd\mech\mech.dwg 2/22/24



Station	Easting	Northing	Elevation Existing	Elevation Design	Elevation Difference	Point Type
1+00.00	879506.0727	1187506.9599	688.398'	687.908'	0.489'	Regular
2+00.00	879588.4276	1187450.2353	688.892'	688.409'	0.483'	Regular
3+00.00	879669.7394	1187392.0506	689.369'	688.909'	0.460'	Regular
4+00.00	879750.1046	1187332.5406	689.751'	689.409'	0.342'	Regular
5+00.00	879833.3745	1187277.3484	690.099'	689.410'	0.189'	Regular
6+00.00	879931.2434	1187259.8623	690.563'	691.090'	0.253'	Regular
7+00.00	880030.9643	1187257.6602	691.584'	691.771'	0.494'	Regular
8+00.00	880130.8065	1187263.2761	691.835'	692.451'	0.421'	Regular
9+00.00	880230.6753	1187264.7254	692.872'	693.131'	0.909'	Regular
10+00.00	880322.8381	1187236.3609	694.040'	693.812'	0.594'	Regular
11+00.00	880369.4408	1187149.9668	694.406'	694.152'	0.244'	PVI
11+50.00	880387.0297	1187103.1627	694.396'	694.575'	0.594'	Regular
12+00.00	880404.6187	1187056.3585	695.169'	695.421'	0.884'	Regular
13+00.00	880440.1085	1186962.8712	696.305'	696.267'	0.438'	Regular
14+00.00	880477.2527	1186870.0256	696.705'	697.113'	0.201'	Regular
15+00.00	880521.9691	1186780.752	697.314'	697.959'	0.252'	Regular
16+00.00	880577.2585	1186697.9502	698.211'	698.881'	0.184'	PVI
16+50.00	880609.0127	1186659.3281	698.566'	699.328'	0.799'	Regular
17+00.00	880652.8385	1186636.6224	699.528'	700.677'	0.922'	Regular
18+00.00	880748.6735	1186608.0629	700.677'	701.798'	0.866'	Regular
19+00.00	880831.482	1186557.1418	701.798'	702.739'	-0.975'	Regular
20+00.00	880870.5159	1186465.0789	702.739'	702.871'	0.151'	End
21+00.00	880909.5336	1186373.005	701.896'	703.628'		
21+75.91	880927.0416	1186299.1489	703.780'			

IL412cm - 1

NATURAL RESOURCES CONSERVATION SERVICE
ILLINOIS OPERATION AND MAINTENANCE
GRASSSED WATERWAY

Follow the operation and maintenance plan below to keep your grassed waterway functioning as intended:

- Inspect grassed waterway regularly, especially following heavy rains. Fill, compact, and reseed damaged areas immediately. Remove sediment deposits to maintain capacity of grassed waterway.
- Vegetation damaged by machinery, herbicides, or erosion must be repaired promptly.
- Minimize damage to vegetation by excluding livestock whenever possible, especially during wet periods. Permit grazing in the waterway only when a controlled grazing system is being implemented.
- Avoid use of herbicides that would be harmful to the vegetation in and adjacent to the waterway area.
- Avoid using waterways as turn-rows during tillage and cultivation operations. Maintain constructed width by lifting or disengaging tillage equipment properly. Avoid farming operations along the direction of the waterway, which can hinder water entry.
- Mow or periodically graze vegetation to maintain capacity and reduce sediment deposition. The designed height of the vegetation is from 6 inches to 30 inches. Mowing may be appropriate to enhance wildlife values, but must be conducted to avoid peak nesting seasons and reduced winter cover.
- Apply supplemental nutrients as needed to maintain the desired species composition and stand density of the waterway.
- Control noxious weeds.
- Do not use the waterway as a field road. Avoid crossing with heavy equipment when wet.
- Repair all broken subsurface drain lines adjacent to or in the waterway.

Additional Details:

NRCS, Illinois
May 2013

OPERATION AND MAINTENANCE
CLARKSON WATERWAY
CERRO GORDO, IL

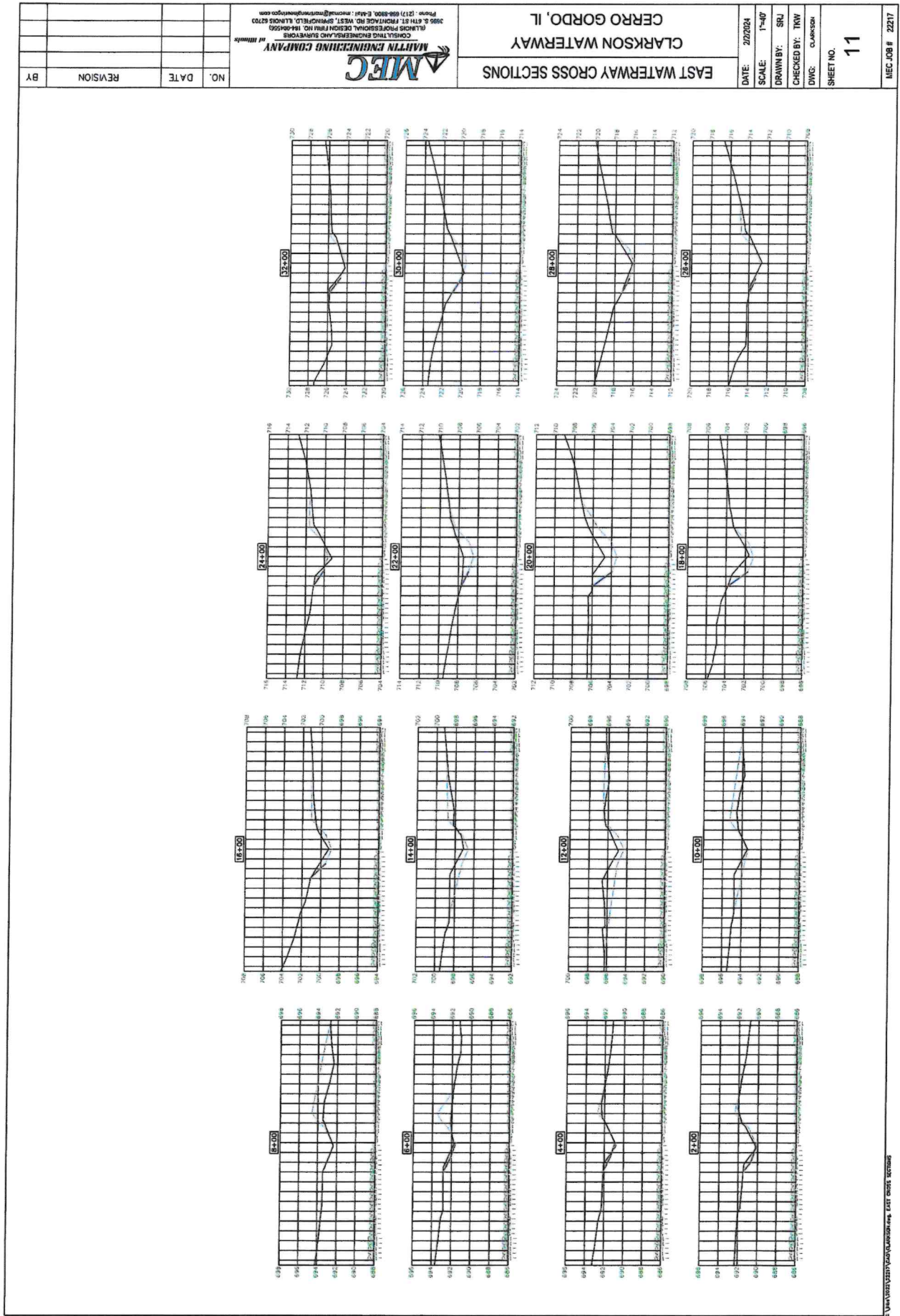
DATE:	2/2/2024
SCALE:	NTS
DRAWN BY:	TKV
CHECKED BY:	XXX
DWG:	GENERAL
SHEET NO.	10

MEC JOB # 22217



MARTIN ENGINEERING COMPANY
CONSULTING ENGINEERS AND SURVEYORS
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-000291
3055 S. 67TH ST. FRONTAGE RD. WEST, SPRINGFIELD, ILLINOIS 62703
Phone: (217) 698-8900, E-Mail: mecon3@martinengineeringco.com

NO.	DATE	REVISION	BY



MEC JOB # 22217

SHEET NO.
12

DWG. CLARKSON

CHECKED BY: TRW

DRAWN BY: SRJ

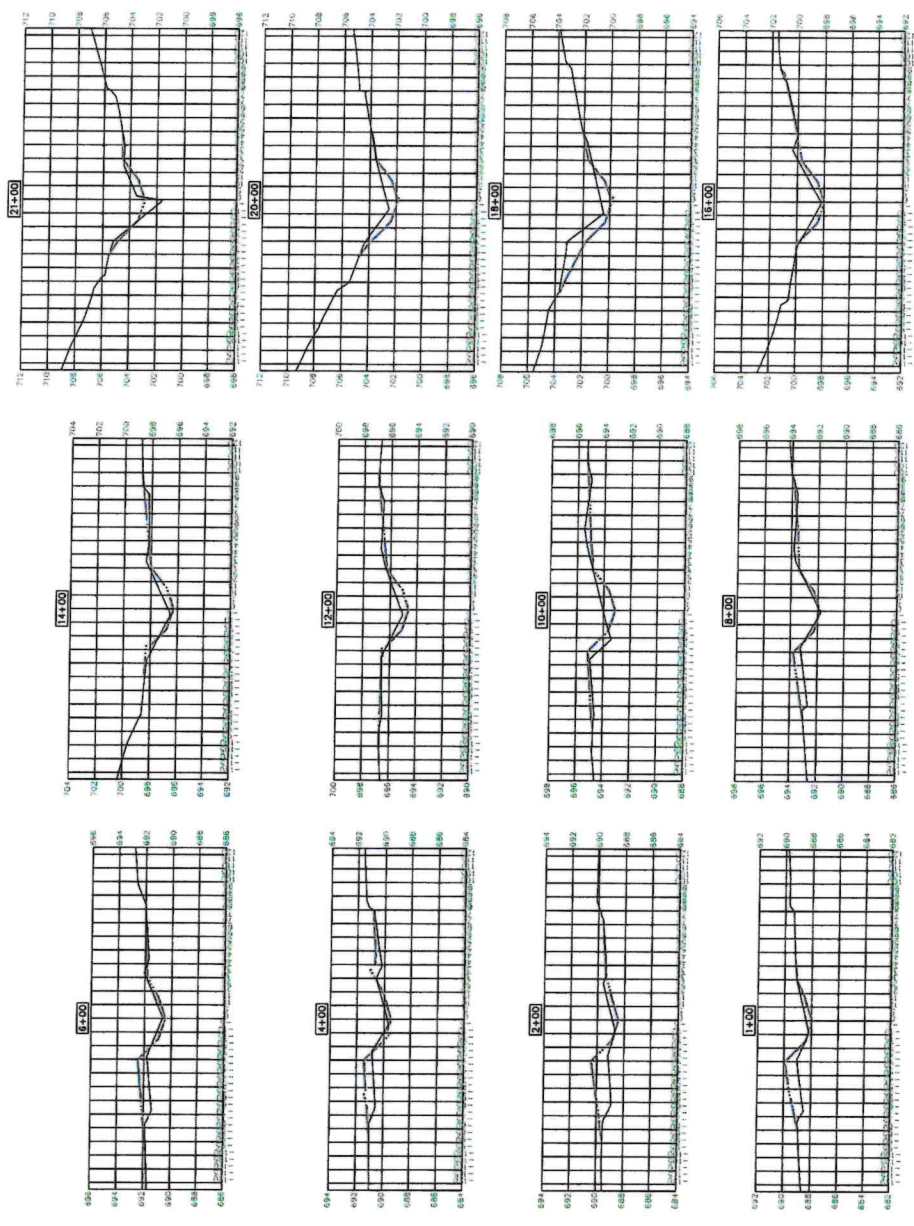
SCALE: 1"=40'

DATE: 2/2/2024

WEST WATERWAY CROSS SECTIONS
CLARKSON WATERWAY
CERRO GORDO, IL

MEC
MAINTENANCE ENGINEERING COMPANY
CONSULTING ENGINEERS AND SURVEYORS
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 181-043559
3805 S. 8TH ST. PRINCETON, IL 60155
PHONE: (317) 688-8900, E-MAIL: meccad@maintenancengr.com

NO.	DATE	REVISION	BY



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MEMORANDUM OF WATERSHED PROTECTION AGREEMENT

THIS MEMORANDUM WITNESSETH that Lynn Clarkson, OWNER, and THE CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation, CITY, have entered into an Lake Decatur Watershed Protection Agreement for the protection of Lake Decatur watershed, soil erosion control, nutrient management and water quality improvement affecting the following described premises situated in Piatt County, Illinois, to-wit:

TRACT 1:

That part of the Southwest 1/4 of Section 13, Township 17 North, Range 4 East of the Third Principal Meridian, Piatt County, Illinois, described as follows:

beginning at an existing iron pin marking the Northwest corner of the Southwest 1/4, of said Section 13; thence S.88°42'32"E.-1264.47 feet along the North line of the Southwest 1/4, of said Section 13 to a mag nail set; thence S.29°29'23"E.-769.12 feet to an iron pin set; thence S.1°33'01"W.-485.62 feet to an iron pin set; thence S.37°47'59"E.-112.27 feet to an iron pin set; thence S.0°15'55"W.-1442.00 feet to an iron pin set on the South line of the Southwest 1/4, of said Section 13; thence N.88°56'27" W.-1713.38 feet along said South line to an iron pin set marking the Southwest corner of said Section 13; thence N.0°27'20"E.-2682.52 feet along the West line of the Southwest 1/4, of said Section 13 to the point of beginning, containing 100.54 acres, more or less.

TRACT 2:

That part of the South 1/2 of Section 13, Township 17 North, Range 4 East of the Third Principal Meridian, Piatt County, Illinois, described as follows:

commencing at an existing iron pin marking the Northwest corner of the Southwest 1/4, of said Section 13; thence S.88°42'32"E.-1264.47 feet along the North line of the Southwest 1/4, of said Section 13 to a mag nail set marking the point of beginning; thence continuing S.88°42'32"E.-1379.51 feet along said North line to an iron pin set marking the Northeast corner of the Southwest 1/4, of said Section 13; thence S.0°28'59" W.-1335.90 feet along the East line of the Southwest 1/4, of said Section 13 to an iron pin set marking the Northwest corner of the Southwest 1/4, of the Southeast 1/4, of said Section 13; thence S.88°49'31"E.-1331.60 feet along the North line of the Southwest 1/4, of the Southeast 1/4, of said Section 13 to an iron pin set

marking the Northeast corner thereof; thence S.0°21'28" W.-1333.25 feet along the East line of the Southwest 1/4, of the Southeast 1/4, of said Section 13 to an iron pin set marking the Southeast corner thereof; thence N.88°56'27" W.-2263.67 feet along the South line of said Section 13 to an iron pin set; thence N.0°15'55"E.-1442.00 feet to an iron pin set; thence N.37°47'59" W.-112.27 feet to an iron pin set; thence N.1°33'01"E.-485.62 feet to an iron pin set; thence N.29°29'23"W.-769.12 feet to the point of beginning, containing 102.74 acres, more or less.

Permanent Index Number 08-13-17-004-004-00

Situated in Piatt County,

Illinois.("Property"),

Said Agreement is for a term beginning on date of completion of Projects which is ____ day of _____, 20__ and terminating twenty-five years from said date for all retention structures and ten years from said date for all other land adjustments, conservation projects and cropping or management projects and has been signed by the Parties. This Agreement and covenants and responsibilities contained in the Agreement shall extend to and be obligated upon the parties respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto.

Dated this _____ day of _____, 20__.

OWNER:

BY: 

Authorized Signator

CITY OF DECATUR, ILLINOIS

BY: _____

Scot Wrighton, City Manager

EXHIBIT 3

Public Works

DATE: 4/4/2024

MEMO: 2024-60

TO: Honorable Mayor Julie Moore Wolfe 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 Heartland Controls Quotation for the Purchase of a Full Profile Insertion Meter

SUMMARY RECOMMENDATION: Staff recommends awarding a Purchase Order in the amount not to exceed of \$32,586 including freight to Heartland Controls for the purchase of a Full Profile Insertion Meter for the South Water Treatment Plant.

BACKGROUND:

The South Water Treatment Plant (SWTP) has a large water meter that measures the flow of water from the Raw Water Pump Station at the dam to the plant. The meter is important for two major reasons: 1) to accurately measure the amount of water flowing into the plant, and 2) several water purification chemical feed systems require accurate water flow readings to supply correct concentrations of chemicals for the purification process. The current meter was installed 36 years ago when the SWTP was built and is no longer capable of providing accurate flow readings within industry standards, and can no longer be repaired. The replacement of this meter is included in the City's Water Utility Long Term Sustainability Plan.

The meter was manufactured by McCrometer, Inc. which is well known for producing high quality, long lasting, and easy to maintain meters. Due to this reputation, the City uses several McCrometer meters in our water facilities. This across the board standardization also provides for efficient meter maintenance. Therefore this purchase is a sole source recommendation for McCrometer, Inc. via Heartland Controls which is our region's exclusive McCrometer distributor.

The not to exceed cost of \$32,586 includes the meter, installation tool, service startup and freight.

LEGAL REVIEW:

There are no documents for the Legal Department to review.

PRIOR COUNCIL ACTION: None.

POTENTIAL OBJECTIONS: No objections are known.

INPUT FROM OTHER SOURCES: Purchasing Division.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. John Dodwell, Water Production Maintenance, 424-2834. Staff 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 Heartland Controls	
Quotation for the Purchase of a Full Profile Insertion Meter	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING HEARTLAND CONTROLS QUOTATION FOR THE
PURCHASE OF A FULL PROFILE INSERTION METER**

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

Section 1. That the tabulation of the quotation received for a Full Profile Insertion Meter presented herewith as Exhibit A and made a part hereof be, and it is hereby, received, and placed on file.

Section 2. That the quotation of Heartland Controls, in the amount not to exceed \$32,586 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 Heartland Controls, for their quotation of \$32,586 including freight.

PRESENTED and ADOPTED this 15th day of April 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

EXHIBIT A

EXHIBIT A Project Name: Full Profile Insertion Meter				Heartland Controls Hemet, CA			
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total
	McCrometer Full Profile Insertion Meter (Part 395C42-57SNQ025A1)	1			\$27,155.00		
	Service Startup	1			\$3,121.00		
	Installation Tool	1			\$1,560.00		
	Estimated freight charge	1			\$750.00		

TOTAL

\$32,586.00

Neighborhood Services

DATE: 4/11/2024

MEMO:

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

FROM: FROM: Scot Wrighton, City Manager

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

SUMMARY RECOMMENDATION: That the contract with Swicks be approved.

BACKGROUND:

This item was pulled twice from previous City Council agendas because another contractor believed he was entitled to receive multiple weed mowing contracts even though he was not the low bidder on any. The transmittal memo for this item says there are no objections, but this unsuccessful contractor is, in fact, the lone objector.

At the April 1 council meeting he twice said publicly that if he could not have more than one mowing contract, then he did not want any. Staff took this statement at face value and proceeded to finalize a contract with Swick, which is herewith recommended for approval.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 24-10

TO: Mayor Julie Moore Wolfe and City Council

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

DATE: April 15, 2024

SUBJECT: Resolution authorizing the execution of an agreement with Swicks Lawncare for 2024 Weed Abatement.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing the execution of agreement with Swicks Lawncare for the mowing of City of Decatur owned lots in 2024.

BACKGROUND: The City is partitioned into twelve districts for mowing. The districts were put out for contracted mowing bids for 2024. This resolution is awarding a contract with Swicks Lawncare for the mowing of City of Decatur owned property in 2024 within district 4.

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
SWICKS LAWCARE FOR 2024 WEED ABATEMENT**

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

Section 1. That the bid of Swicks Lawncare 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 Swicks Lawncare for 2024 Weed Abatement.

PRESENTED and ADOPTED this 15th day of April 2024.

Julie Moore Wolfe, Mayor

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: 4

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:

An Ordinance Reserving 2024 Volume Cap for Private Activity Bond Issues, and Related Matters

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Ordinance	Ordinance
Supporting Documentation	Backup Material

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

DATE: April 11, 2024

MEMO: 24-06

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Community Development Director

SUBJECT: Ordinance Reserving 2024 Volume Cap in Connection with Private Activity Bond

SUMMARY RECOMMENDATION: Staff recommends approval of the attached ordinance reserving the City's 2024 volume cap. The attached ordinance does not obligate the City to issue bonds or transfer the volume cap but provides the opportunity to do so in the future.

STAFF REFERENCE: Contact Cordaryl Patrick at cpatrick@decaturil.gov

BUDGET/TIME IMPLICATIONS: The City's volume cap allocation must be obligated by May 1, 2024 or it will automatically be returned to the State of Illinois for reallocation to other entities.

ORDINANCE NO. _____

**AN ORDINANCE RESERVING 2024 VOLUME CAP FOR PRIVATE
ACTIVITY BOND ISSUES, AND RELATED MATTERS**

WHEREAS, the City of Decatur, Macon County, Illinois (the “*Municipality*”), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the “*Code*”), provides that the City has volume cap equal to \$125.00 per resident of the City in each calendar year, which volume cap may be reserved and allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 *Illinois Compiled Statutes 2004*, 345/1 *et seq.*, (the “*Act*”), as supplemented and amended, and the Guidelines and Procedures, provides that a home rule unit of government may reserve its allocation of volume cap or may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

WHEREAS, it is now deemed necessary and desirable by the Municipality to reserve its entire volume cap allocation for calendar year 2024 to be applied toward the issuance of private activity bonds, or to transfer such volume cap allocation, as permitted by this Ordinance;

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

SECTION 1. That, pursuant to the power and authority granted by and under Section 6 of Article VII of the 1970 Constitution of the State of Illinois, Section 146 of the Code, the Act and the Guidelines and Procedures, the Municipality hereby reserves volume cap in the principal amount of \$8,637,125, which is all of the volume cap of the Municipality for the year 2024. Such volume cap shall be applied toward the issuance of private activity bonds or shall be transferred as directed by the Mayor or any other proper officer or employee of the Municipality without any further action required on the part of the Municipality, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of such bonds; provided, that any transfer of volume cap shall be evidenced by a written instrument executed by the Mayor or any other proper officer or employee of the Municipality.

SECTION 2. That the Municipality and the Issuer shall maintain a written record of this Ordinance in their respective records during the term that the Bonds or any other such bonds to which such volume cap is allocated remain outstanding.

SECTION 3. That the Mayor, the City Clerk and all other proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance.

SECTION 4. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

SECTION 5. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

Adopted _____, 2024.

Upon roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

Approved _____, 2024.

Mayor, City of Decatur, Macon County,
Illinois

Recorded in the City Records on _____, 2024.

Published in pamphlet form by authority of the Council on _____, 2024.

Attest:

[SEAL]

City Clerk, City of Decatur, Macon County, Illinois



CITY OF DECATUR, ILLINOIS

#1 GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523-1196

REPORT OF ALLOCATION GRANTED BY HOME-RULE UNITS

April 15, 2024

Office of the Governor
Governor's Office of Management and Budget
555 W. Monroe St – Suite 1500 S GOMB
Chicago, IL. 60661-3714
Attn: Sophia Ronis

Attention: Debt Management Unit

Re: Issuer: City of Decatur, Macon County, Illinois
Total 2024 Volume Cap Allocation: \$8,637,125

Volume Cap allocations granted, transferred, or reserved by Issuer ordinance prior to May 1, 2023:

1. Principal Amount Reserved: \$8,637,125

A copy of the reservation Ordinance No. 2024-__ is attached.

Sincerely,

CITY OF DECATUR, MACON COUNTY, ILLINOIS

By: _____

Julie Moore Wolfe
Mayor
City of Decatur

Public Works

DATE: 4/8/2024

MEMO: 2024-63

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing License P-11718 For Underground Pipelines, Cables and Conduits for a Water Main 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 P-11718 for Underground Pipelines, Cables and Conduits between the Illinois Central Railroad Company (ICRR) and the City of Decatur for the installation and maintenance of a 16" water main being constructed in Faries Parkway, extending under the ICRR tracks at Brush College. The License Agreement includes a one-time payment of \$6,000. This work is part of the Brush College Grade Separation Project.

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 water main to be constructed and maintained. The ICRR requires a one-time fee of \$6,000 for the license. See the location map for further details.

LEGAL REVIEW: Legal reviewed and approved the agreement on April 8, 2024.

PRIOR COUNCIL ACTION:

March 18, 2024 – Approval of resolution R2024-73 for license P-11719 for underground pipelines, cables and Conduits for a 30" Storm Sewer under the Illinois Central Railroad for the Brush College Road Grade Separation Project CP 2009-33

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 and Paul Caswell City Engineer. Paul will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The license fee is \$6,000 and will be paid from the 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 P-11718 for Underground Pipelines, Cables and Conduit for a Water Main with the Illinois Central Railroad on Faries Parkway at Brush College Road	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING LICENSE P-11718 FOR UNDERGROUND PIPELINES,
CABLES AND CONDUITS FOR A WATER MAIN 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 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 15th day of April 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

LICENSE FOR UNDERGROUND PIPELINES, CABLES AND CONDUITS

THIS AGREEMENT made in duplicate this 5th of April, 2024, between ILLINOIS CENTRAL RAILROAD COMPANY, party of the first part, hereinafter called the Railroad, and

File P-11718

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 \$6,000.00 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 31.125" Casing w/17.4" Ductile Iron Water (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 M.P. 0.83, Peoria subdivision 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 9 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 9 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:

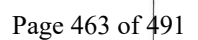
James V. Fountain - Senior Manager, Real Estate


City of Decatur

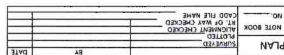
By:

Name and Title

COUNTY	TOTAL SHEETS	SHEET NO.
NAACON	4	1

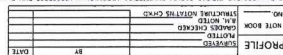


<p>UTILITY OWNER INFORMATION:</p> <p>CITY OF DECATUR, PUBLIC WORKS DEPARTMENT 1 GARY K. ANDERSON, PLAZA DECATUR, IL 62523</p>	<p>PHONE NUMBER: (217) 424-2740</p>
<p>PUBLIC WORKS DIRECTOR: MATT NEWELL</p>	<p>AECOM</p>  <p>PAUL ST. AUBIN ST. AUBIN 002-06804 12/31/2024</p> <p>NO. 002-06804, STATE'S ENGINEER, ILL. PROFESSIONAL EXPIRES 12/31/2024</p>
<p>LIST OF DRAWINGS:</p> <ol style="list-style-type: none"> COVER PAGE PLAN AND PROFILE CROSS SECTION 	
<p>GENERAL NOTES:</p> <p>CONSTRUCTION AND MAINTENANCE TO BE IN ACCORDANCE WITH ALL APPLICABLE REGULATORY REQUIREMENTS AND STANDARDS.</p>	
<p>NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING ENGINEERING PLANS PREPARED BY:</p>	
<p>SIGNATURE DATE: 09/26/2024 ILL. REG. NO. 002-06804 LICENSE EXPIRES 12/30/2024</p> <hr/> <p>COVER PAGE NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING 16" DUCTILE IRON WATER MAIN IN 30" STEELING CASING PIPE CROSSING ILLINOIS CENTRAL RR</p>	



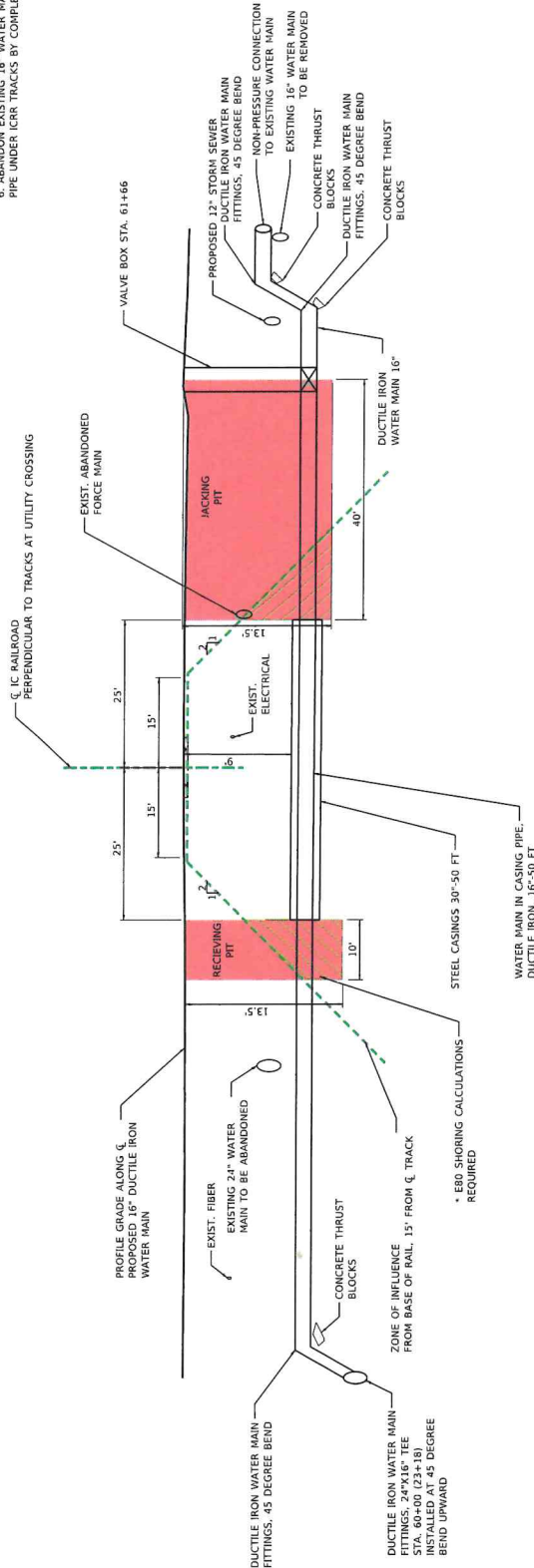
1. FLOW OF WATER IS BIDIRECTIONAL AND WILL DEPEND ON OPERATIONS, SYSTEM DEMAND, OPEN FINE HYDRANTS, ETC.
2. EXCAVATION MATERIAL WILL BE HANDLED IN ACCORDANCE WITH SPECIFICATIONS FOR THE BRUSH COLLEGE ROAD IMPROVEMENT PROJECT. AT THE LOCATION OF THE PROPOSED WATER MAIN CROSSING OF THE ICR, ANY EXCAVATED SOIL CAN BE USED WITHIN THE CONSTRUCTION LIMITS OF THE BRUSH COLLEGE ROAD IMPROVEMENT PROJECT OR IF IT IS DISPOSED OFF-SITE IT IS NOT ELIGIBLE FOR CDD OR CONTAMINATED SOIL DISPOSAL PER ARTICLE 669.05 OF THE IDOT STANDARD SPECIFICATIONS AND THE IDOT CLARIFICATION MEMORANDUM.

OR IF IT IS DISPOSED OFF-SITE IT IS NOT ELIGIBLE FOR CCDD OR UNCONTAMINATED SOIL DISPOSAL PER ARTICLE 669.05 OF THE IDOT STANDARD SPECIFICATIONS AND THE IDOT CLARIFICATION MEMORANDUM-
WATER MAIN CROSSING OF THE ICKK, ANY EXCAVATED SOIL CAN BE USED WITHIN THE CONSTRUCTION LIMITS OF THE BRUSH COLLEGE ROAD IMPROVEMENT PROJECT

**AECOM**

NOTES

- CARRIER PIPE WILL BE HELD CLEAR OF THE CASING PIPE BY SUPPORTS (STAINLESS STEEL SPACER AS SPECIFIED IN THE SPECIAL PROVISIONS).
- CASING WILL BE SEALED WITH CONCRETE BRICK AND ABANDONED.
- INSTALL UTILITY WARNING MARKER ON NORTH SIDE OF TIES IN PARKWAY (SEE DETAIL BELOW).
- MAXIMUM TEST PRESSURE OF WATER MAIN (CARRIER PIPE) IS 110 PSI.
- ABANDON EXISTING 16" WATER MAIN IN CASING PIPE UNDER ICR TRACKS BY COMPLETELY FILLING WITH CLSM.



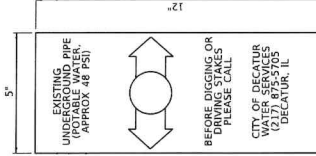
SECTION A-A
LOOKING SOUTH

RAILROAD CROSSING PROFILE DETAILS

DETAIL OF CASING PIPE INSTALLED BY DRY JACK AND BORING UNDER RAILROAD TRACKS

NTS

- STEEL CASING PIPE; WALL THICKNESS = 0.5625"
- ANNUAL SPACE BETWEEN CASING PIPE & CARRIER PIPE TO BE FILLED WITH PEA GRAVEL
- DUCTILE IRON PIPE WATER MAIN - CLASS 52 (WALL THICKNESS = 0.40")
- CASING SPACERS ONLY - SEE SPECIFICATIONS AND NOTE 1 FOR MATERIAL
- ANNUAL SPACE BETWEEN THE BORED SOIL INTERFACE & THE CASING PIPE TO BE PRESSURE INJECTED WITH PORTLAND CEMENT GROUT
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING IN THE FIELD ALL UTILITY CLEARANCES (WHETHER EXISTING OR ABANDONED PRIOR TO BEGINNING INSTALLATION)

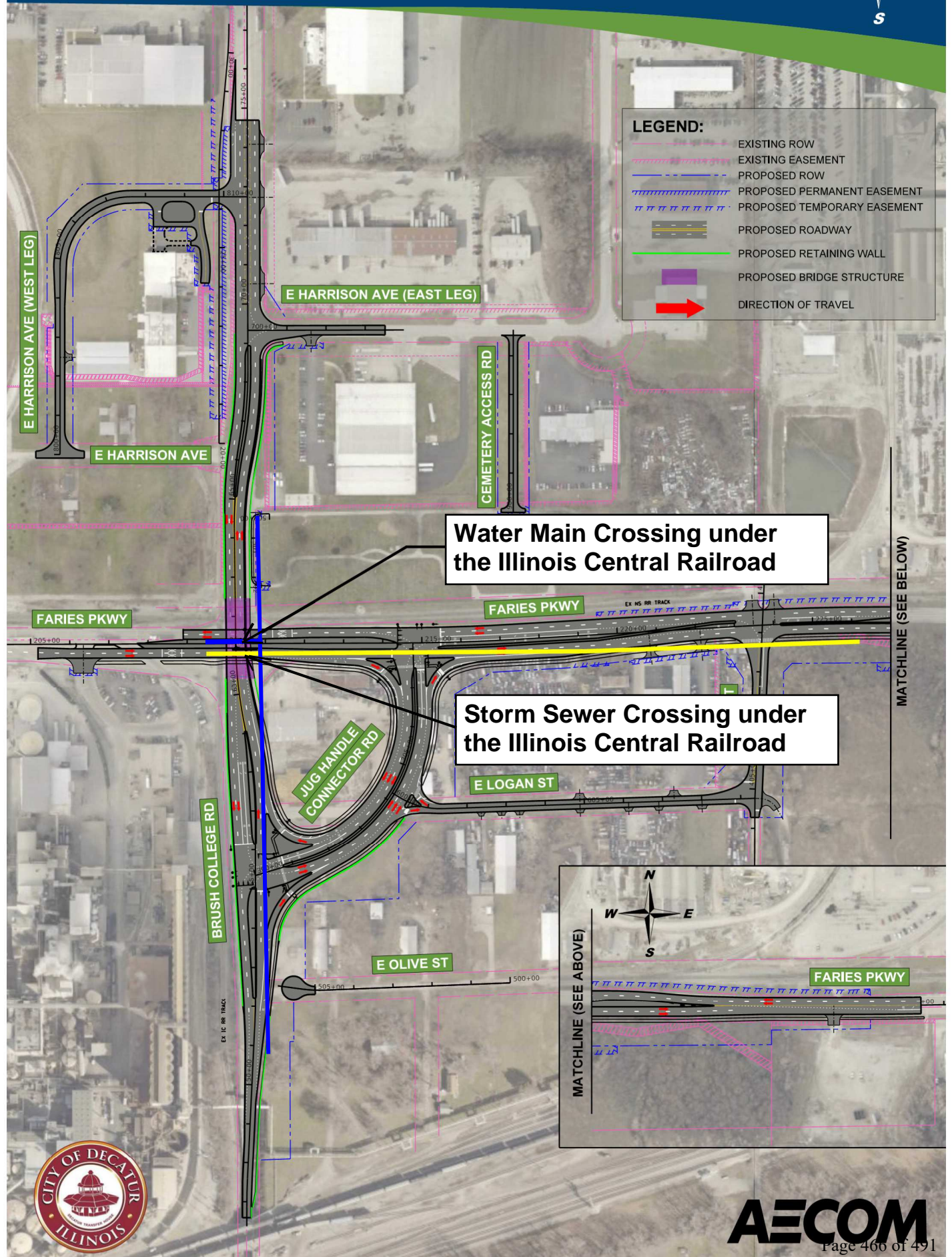


CABLE ROUTE MUST BE MARKED AT EDGE OF EXISTING UNDERGROUND PIPE. IF CABLE LEAVES RAILROAD PROPERTY IN CASES OF EMERGENCY, CABLE ROUTE MUST BE INDICATED IN FIGURE 1 OF THIS EXHIBIT. WILL BE PLACED APPROXIMATELY EVERY 200 FEET. TYPE NOT SMALLER THAN 5 INCHES WIDE. WITH BOLD BLACK LETTERING. SIGNS TO BE MOUNTED ON METAL POSTS OR AS OTHERWISE SPECIFIED. MINIMUM SPACING 10 FEET ABOVE GROUND LEVEL.

MARKING OF UTILITIES ON RAILROAD RIGHT-OF-WAY

<p>AECOM</p>		<p>USER NAME: mcm0000000</p> <p>PLOT SCALE: 20.0000 / 1 in.</p> <p>PLOT DATE: 4/28/2021</p>	<p>DESIGNED: MA</p> <p>DRAWN: MA</p> <p>CHECKED: RM</p> <p>DATE: 4/28/2021</p>	<p>REVISED: -</p> <p>REVISED: -</p> <p>REVISED: -</p>	<p>STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION</p>	<p>SCALE: NTS</p> <p>SHEET 3 OF 3 SHEETS</p> <p>STA. TO STA.</p>	<p>FARIES PARKWAY ICRR UTILITY CROSSING EXHIBIT</p>	<p>P.A.U. NO. 2448</p> <p>SECTION 09-00933-01-00</p> <p>COUNTY MACOU</p> <p>TOTAL SHEETS 3</p> <p>SHEET NO. 3</p>
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Project Plan



City Clerk

DATE: 4/15/2024

MEMO:

TO: Julie Moore Wolfe-Mayor
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Monthly Reports, March, 2024

ATTACHMENTS:

Description	Type
IT, March, 2024	Backup Material
Police, March, 2024	Backup Material
Public Works, March, 2024	Backup Material
Transit, March, 2024	Backup Material
Fire, March, 2024	Backup Material
Economic & Community Development, March, 2024	Backup Material

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2024
March

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- DPD I-Touch computer replaced due to age for the Decatur Police digital fingerprints.
- Issues are narrowing with the new mobile vehicle plan being trialed for police vehicles. Over all the officers are having a better experience with the updated units than before the upgrades. Work on this continues.
- 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 and due to be live in late fall.
- Phones and network finalized for the new CICD space within the new Library Lease Space.
- Project kickoff, design phase, and department data cleanup of existing City Website in preparation for migration to new CivicPlus developed Website.
- Redevelopment of Debt Check application from DB2 to SQL Server is complete. Will go live on a new SQL Production Sever in April.
- Started redeveloping DB2 Bankruptcy application into SQL Server.
- Food and Beverage Tax application completed in OpenGov.
- Replacement Cablecast Server used for Government Channel playback was installed and commissioned in the Council Chambers AV equipment room.
- Work has started for the Brush College Fiber extension awarded to Bodine Electric spanning from Richland Community College and north to Hospitality Lane.
- IT has invested in some infrastructure management software to assist with Microsoft deployments.
- In March, IT processed 170 Help Desk tickets, resolving only 104 during the initial point of contact with IT staff (60% First Call Resolution Rate (FCR)). Hats off to the IT Help Desk team for exceeding our goal of an FCR of 50% or greater.

DECATUR ILLINOIS POLICE DEPARTMENT

2024 March 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 2

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: 224 **YTD:** 736

DECATUR ILLINOIS POLICE DEPARTMENT

2024 March Monthly Report

PATROL DIVISION

Community Engagement

	Amount	YTD
Community Meetings	0	0
Directed Patrols	114	297
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0

General Patrol Activity

	Amount	YTD
Calls for Service/CAD Incidents	4,160	11,772
Criminal Arrests	373	1,011
Felony Drug Arrests	24	77
Firearms Siezed	25	45
Field Interviews	107	307
City Ordinance Arrests	8	19
Unlawful Use of Motor Vehicles	121	368

Traffic Accidents

	Amount	YTD
Traffic Accidents	145	500
Fatal Accidents	0	3
Personal Injury Accidents	20	81

Traffic Enforcement

	Amount	YTD
Traffic Citations	556	1,713
Written Warnings	447	1,261
Parking Citations	12	39

Traffic Targeted Enforcement Stats

	Amount	YTD
Driving Under the Influence (DUI) Arrests	25	68
DUI's Involving Accidents	10	22
Electronic Communication Device Stops	11	32
Speeding Stops	278	738

DECATUR ILLINOIS POLICE DEPARTMENT

2024 March Monthly Report

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD	Price	Street Value
Cannabis	53	grams	18,754	\$10 / gram	\$187,540
Cocaine - Powder	115	grams	426	\$100 / gram	\$42,600
Cocaine - Crack	86	grams	300	\$100 / gram	\$30,000
Heroin	2	grams	4	\$300 / gram	\$1,200
Ecstasy	60	hits	60	\$20 / hit	\$1,200
Meth	1,001	grams	1,118	\$100 / gram	\$111,800
K2/Pills	95	pills	107		

	Amount	YTD
Search Warrants	7	26
Currency Seized	\$18,710	\$46,917
Firearms Seized	13	54
Vehicles Seized	0	1
Arrests	33	78

Adult / Juvenile Detective Activity

	Amount	YTD
New Cases Assigned	109	375
Closed/Resolved Cases	65	286
Criminal Arrests	55	156
Homicides	2	4
Infant Death Investigations	1	1
Suicide Investigations	0	2
Missing Person Investigations	4	15
Computer Forensic Exams	0	3

U.S. Marshals Great Lakes Task Force

	Amount	YTD
Felony Arrests	8	46
Misdemeanor Arrests	0	1
TOTAL	8	47

	Amount	YTD
Sex Offender Registrations	144	392

**Public Works Department
Monthly Report
March 2024**

Engineering:

2023 Local and State MFT Projects:

Month Activity: Work is shut down for the winter and is expected to commence mid-April on Decatur St.

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 started in March on Medal Dr. with approx. 50% of the main installed. Work is expected to continue for April on the services, hydrants, and restoration.

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 started in March with the asbestos removal. Work will continue in April on the valve rebuild.

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: No work was completed; the delivery of the sampling valve was delayed by the manufacturer for a design change but has been completed and is on order. Work is expected to start in May.

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: The trees were taken down in March, the demolitions of the remaining houses are not complete. Sitework is expected to start once the houses are removed.

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 March with work expected to start in June.

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 March; work is expected to start in April.

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: Work started in March with the removal of the pavement. Work is expected to be complete in April.

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: Work started in March on the storm sewer with approx. 10% complete. Work is expected to be completed in April.

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. 2/3rd of the services daylighted, the remaining work is expected to commence in early May.

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: Herbicide was applied to the 1st year of the three-year project. The contractor will be back early 2025 for the 2nd year application.

Project Background: The project was designed and advertised by Engineering Staff on December 13, 2023, with bids received on January 4, 2024. Dukes Root Control provided the lowest responsible bid, and the contract was awarded by the City Council on January 16, 2024.

Faries Park Interceptor Relocation:

Month Activity: No work was completed in March; work is expected to start late April.

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:

Month Activity: Work started in March with the removal of the old bridge deck. The contractor has started the new pier substructures and is working through conflict with an underwater obstruction. The new bridge pier work is expected to continue in April.

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:

Month Activity: Sangamo has started preliminary project preparation and approvals. The work has not been scheduled.

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
MARCH 2024**

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	0 patches	0	
Milling / Asphalt	0 sq yds	0	
Miscellaneous / Asphalt	0	7	
Pothole Patch / Repair	3,913 patches	495	
Street Repair / Asphalt	0 sq yds	0	
CONCRETE	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Concrete	0	174	
SS Utility Cuts / Curb & Gutter	0 linear ft	0	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	0 sq yds	0	
SS Utility Cuts / Sidewalk	10 sq ft	30	
Water Dept Cuts / Curb & Gutter	35 linear ft	54	

Water Dept Cuts / Driveway	5.4 sq yds	20.50	
Water Dept Cuts / Pavement	220.2 sq yds	227.5	
Water Dept Cuts / Sidewalk	327.5 sq ft	107.5	
Lead Service Replacement Pavement	0 sq yds	0	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		223	
Flowerbed Maintenance		22	
Fountain		0	
Sweeping / Downtown Parks		15.5	
Downtown Parks		49.5	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Electrical		0	
Service Calls / Other Departments		0	
Street Light Maintenance		108	
Traffic Signal Repair		250 Straight / 12.5 OT	
Warning Siren Maintenance		3	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	98.91%	766.36	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		106	
Mowing City Lots		0	
Mowing City Property / ROW		0	

Mowing City Property / State ROW		0	
MSC Maintenance		46	
New Tree Care & Maintenance		0	
Pesticide Application		0	
Storm Damage Clean-up		0	
Stump Removal	45	224	
Tree Removal	510 (inch diameter)	496	
Tree Trimming	6	35	
Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		32	
Parking Lots/Garage Maintenance		86.25	
Parking Meter Collection		20	
Parking Meter Repair		15	
Special Projects / Parking		28 OT	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	6,357 linear ft	20	
Catch Basin / Pumped	5	13	
Catch Basin / Repaired	6	26	
Culvert / Installed	0 linear ft	0	
Culvert / Jetted	100 linear ft	6	
Ditch / Cleaning	310 linear ft	38	

Storm Sewer / Jetted	127 linear ft	2	
Storm Sewer / Repaired	0	0	
Sanitary Back-up / Jetted	7,512 linear ft	44 Straight / 36 OT	
Sanitary Manholes / Pumped	2	4	
Sanitary Manholes / Repaired	0	0	
Sanitary Sewers / Cleaned	14,502 linear ft	50	
Sanitary Sewers / Jetted	354 linear ft	7	
Sanitary Sewers / Roots	48,768 linear ft	170.5	
Sanitary Sewers / Repaired	0	0	
Street Cleaning / 3 rd Shift	112.2 miles	31.5	
Street Cleaning / County Roads	0 miles	0	
Street Cleaning / Neighborhoods	65.6 miles	262.5 Straight / 26.2 OT	
Street Cleaning / Priorities	5.1 miles	7.5	
Street Cleaning / State Routes	104.1 miles	67.5	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	180	25	
Miscellaneous Traffic Control		40	
Sign Inventory		56	
Signs / Installed	18	41	
Signs / Made	30	72	
Signs / Repaired	31	58	
Striping / Paint	0 feet	0	

Striping / Tape	0 feet	0	
Symbols / Paint	0	0	
Symbols / Thermoplastic	0	0	
Traffic Control (set up & removal)		58	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property		0	
72-hour / Clean-Up	116	406	
72-hour / Clean-Up Court Time		0	
Abatements (weed & brush)	6	21	
Home Secures	19	28	

**Water Production Division
Monthly Report
March 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 March.

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 60+ agricultural producers and landowners applying for Best Management Practice (BMP) funding covering 30,000+ 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 (now 100% complete). The 2023 IEPA Section 319 \$350K grant application continues to be evaluated by IEPA. Notice of award is anticipated. The 2024 Section 319 grant application is being prepared. 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://decaturn.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: On April 1 the City Council will be considering a construction bid from Lourash and Mahannah Excavation, LLC.

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 project and electrical improvements project design. 555.19 million gallons of potable water were pumped into the water distribution system which was 1.51% more than March 2023.

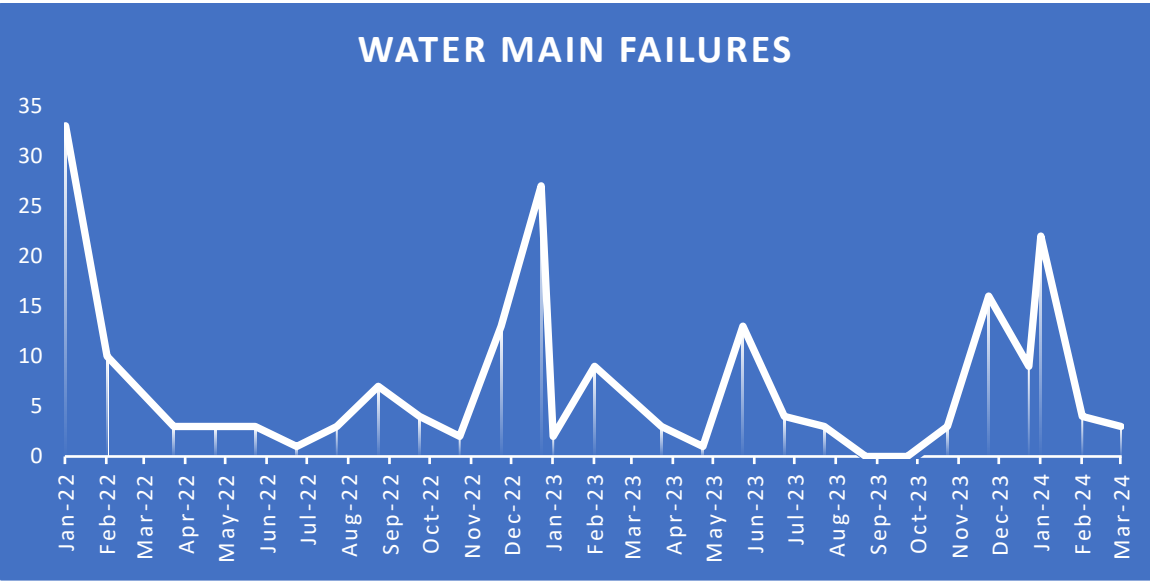
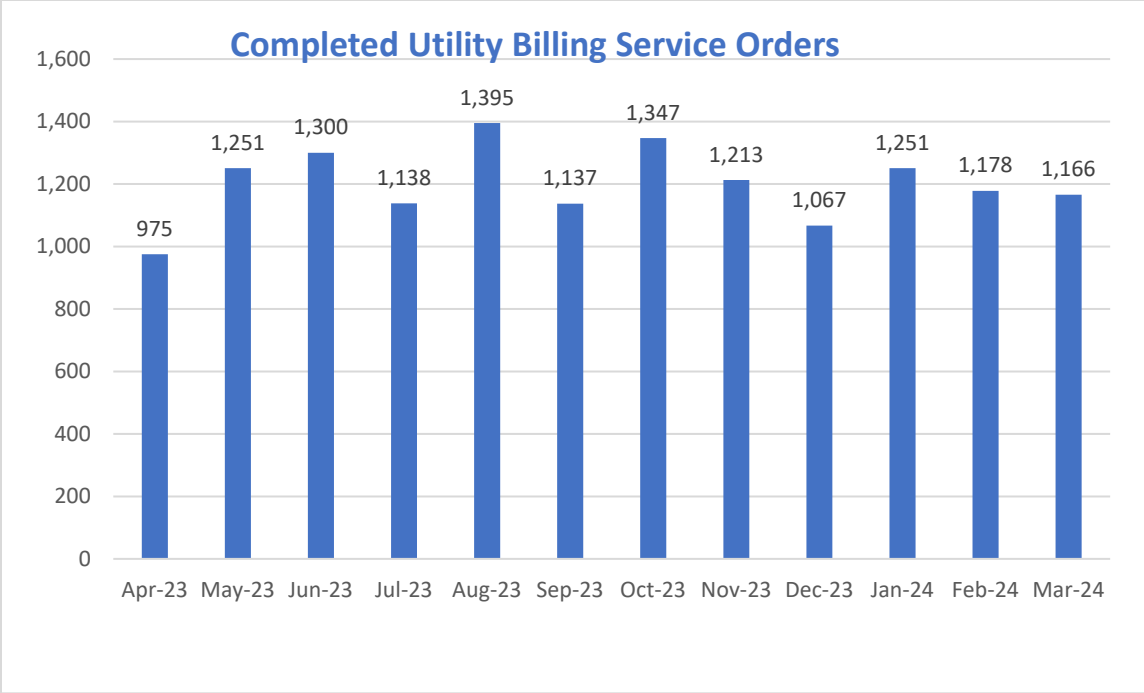
Performance Outcomes:

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.

March 2024

Water Services:

Staff repaired 3 water main failures, 6 fire hydrants, 26 water services and inspected 2 system control valves and 1 fire hydrant. Completed 1,125 Utility Billing service orders, 91 miscellaneous distribution system orders and replaced 41 water meters that were damaged due to the cold snap.



Transportation Services Department

Monthly Report

March 2024

Mass Transit Division

For the month of March, the Mass Transit staff completed the following projects:

1. Route Study: COA is moving along. Both Village of Mt. Zion and Village of Forsyth have entered the planning to process to see what microtransit could look like in their communities.
2. Campus Master Plan: Phase 2 Schematic Design Final
3. Safe Streets & Roads For All (SS4A) grant agreement is still in Washington with FHWA headquarters for approval prior to our final execution.

Our ridership for the month consisted of the following:

Fixed Route	Mon-Sat	Sundays	Total
Passenger Rides	72,768	1,911	74,679
Miles Driven	84,659	4,354	88,839
On Time Performance			92%
Train Delays			6

Paratransit	Mon-Sat	Sundays	Total
Passenger Rides	1,468	43	2,134
Miles Driven	7,973	112	8,085
On Time Performance			95%

*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.
2. 12 new bike racks installed throughout downtown including Library, Civic center, Preston Jackson Park.
3. Library Facilities:

- a. Lease Space: Plumbing project underway
 - b. Library: Continued repairs and work. Monthly maintenance PM's completed. HVAC project underway.
4. Police Facilities: Building maintenance PM schedule is completed.
5. Civic Center: Solar project underway-design development.
6. MSC: Roof project underway. Fire alarm maintenance and testing.
7. CILBA: monthly home inspections completed. Working on Wee Folk project including: securement, bid specs, and contractual bids.
8. Fire Department: Stair repair, monitor system repair, window repair and replacement.

Electric Vehicle (EV) Division

For the month of March, the EV staff completed the following projects:

1. EVRP kickoff and stakeholder meeting #2 completed.
2. The next EVRP stakeholder meeting is scheduled for June 2024.
3. EVRP Community engagement meetings: CONO, Decatur Regional Chamber of Commerce, Decatur Metro Black Chamber of Commerce, Ameren.
4. NEVI (National Electric Vehicle Infrastructure) research and funding options.
5. Engagement with TEEM (Towards Equitable Electric Mobility) and partners.



DECATUR FIRE DEPARTMENT
MEMORANDUM
2024-06

April 10, 2024

TO: Scot Wrighton, City Manager
FROM: Jeff Abbott, Fire Chief
RE: Monthly Report – March 2024

The fire department responded to 1093 alarms in March. So far in 2024 the department has responded to 3401 alarms. Last year there were 3393 alarms at this point.

The Fire Inspector test was given for the 3rd time and resulted in one person being promoted to Inspector. The training of the new Inspector will take at least a year to complete. The second inspector position still needs to be filled and testing will begin soon.

A much larger problem is the number of vacancies, and the pending vacancies in a couple of months. There are also a couple of military deployments at the present time. Currently, the department has six (6) vacancies and another four (4) pending in a couple of months. There is no current hiring register, and the new firefighter test will not be completed until June. The earliest hiring can take place will not be until September, and the employees hired then will not be out of training until November. This will likely result in the overtime budget being exceeded for the year.

Incident Type Category	2024		
	Jan	Feb	Mar
1 - Fire	28	31	32
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	1	4	0
3 - Rescue & Emergency Medical Service Incident	879	758	768
4 - Hazardous Condition (No Fire)	40	22	29
5 - Service Call	114	113	112
6 - Good Intent Call	83	92	84
7 - False Alarm & False Call	87	55	68
9 - Special Incident Type	0	1	0
Grand Total	1,232	1,076	1,093

Training:Fire

- Fire Dept. Connections and Standpipe Operations for high rise fires with live fire conditions.

EMS

- Protocol updates for EMS.

Hazardous Materials

- Tour of Home City Ice Company and review After Actions Review Report.
- ADM Hazards Presentation

Technical Rescue

- Joint training with Springfield and Taylorville on Grain Bin and Elevator Rescue

Dive

- Cold water rescues using the Rapid Deployment Craft

Fire Prevention:

One (1) Fire Inspector promoted and has started in the position. Four (4) Chief Officers completed Inspection 1 & 2 training at IFSI.

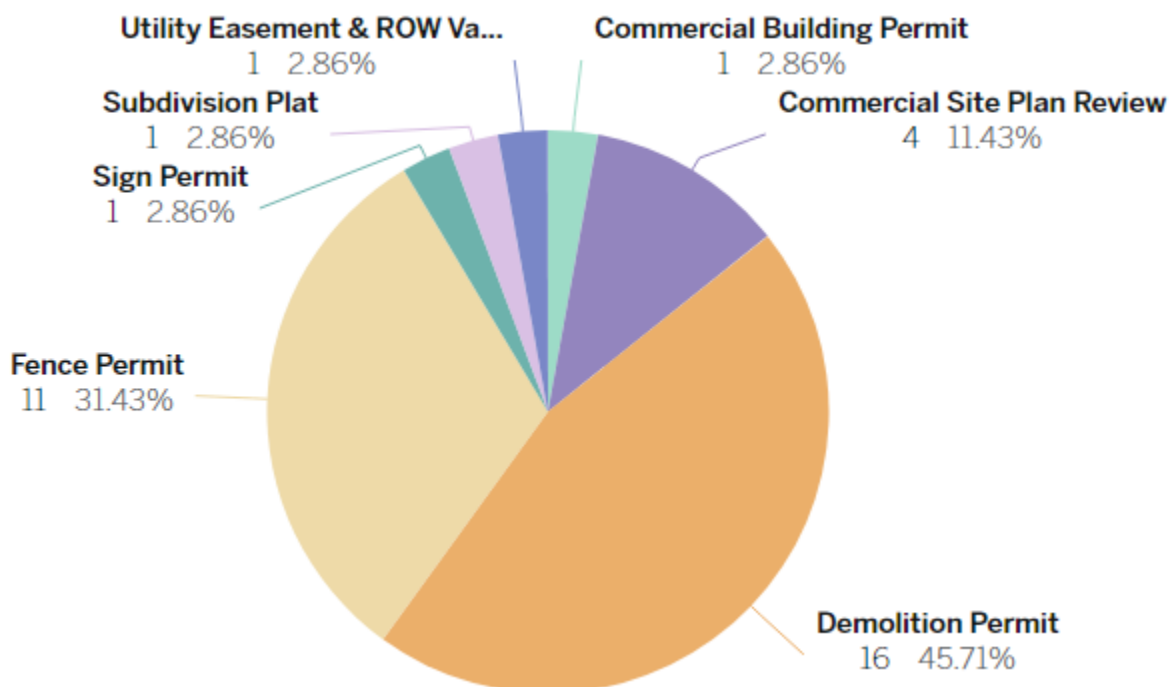
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT MONTHLY REPORT

March 2024

PLANNING AND DEVELOPMENT DIVISION

For the month of March, the Planning and Development staff processed and reviewed commercial site plans and various permits for zoning approval. No petitions were received for the Plan Commission and 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 thirty-five (35) 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
1	93 Lots	\$46,800

Property Acquisitions

PAST MONTH	TOTAL SINCE 09/01/2021
NO DATA	NO DATA

BUILDING INSPECTIONS DIVISION

For March, we issued 210 permits broken down by permit type below. Of those, we had 1 permit with a value of over \$250,000. The Division performed 303 inspections and 6 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	6	\$971,219
Residential Building	41	939,818
Demolition	28	459,911
Electrical	21	112,460
Mechanical	29	252,693
Plumbing	32	184,148
Roof	41	528,726
Pool	1	5000
Fence	9	47,133
Sign	2	56,594
Wheelchair Ramp	0	0
Temporary Structure	0	0
TOTAL	210	\$3,557,702

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue various loan accounts.
- Staff continues to qualify homeowners for the Residential Rehabilitation, Owner-occupied rehab, and Emergency programs.
- Staff are working with CILBA (Central Illinois Land Bank Assoc.) to rehab and/or acquire various properties.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition, and demolition to 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 attended a public meeting for the Macon County Community Health Assessment
- Staff worked on the legalities of dissolving DCDF.
- Staff working to create TIF within the Neighborhood United Association boundaries.
- 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 began planning this year's National Night Out event which will be held on August 6th, 2024.
- Staff continues to work with the Economic Development Council to establish the Workforce Development Ecosystem.
- 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.
- Ten members of ECD are participating in a weight loss challenge. So far, the total weight loss has been over 100 lbs. The challenge ends in April, but if staff want to continue we will extend the challenge.
- Staff began HOME monitoring of older projects funded with HOME Investment Partnership funding.
- Staff work with Communications Coordinator weekly to disseminate ECD activities.
- Staff worked on 1st quarter goals which include Façade and Homebuyer assistance programs. Manuals are completed and will take place in the form of a program in the second quarter of this year.
- Staff met with CICD staff to discuss the Homebuyer Ecosystem process.
- Staff are working with Public Works to create a Lead Service Line Program which will assist homeowners.
- Staff attended the Point In Time Continuum Breakfast sponsored by Dove, Homeward Bound.
- 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.
- 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, Torrence Park, 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 March 2024.

ATTACHMENT

NEW CASES	
Health & Safety (72 Hour)	185
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	67
No Garbage Service	22
Nuisance	256
Secure of Abandoned Buildings	38
Weeds	0
TOTAL	569

RE-INSPECTION VISITS	
Code Enforcement	1215
Weeds	
TOTAL	1215

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	144
Weeds	0

WEED ABATEMENT	
Contractor Mowed	0
Owner Mowed	0
TOTAL	0

DEMOLITIONS	
Year-to-Date	
Demolished	34
New Cases	14
Sent to Legal	5
Sent to Council	18
Out to Bid	36
Contracts Granted	0
Contract Amount	0
Permits Issued	0
Permits Finaled	10
Active Demolitions	187

GARBAGE SERVICE COMPLAINTS	
Received	2

INVOICES*	
New Invoices	85
Dollar Amount	\$40,743.37

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.