



**Monday, November 4, 2019
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 15 minute time period is provided for citizens to appear and express their views before the City Council. Each citizen who appears will be limited to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents to the Police Officer for distribution to the Council.

III. Approval of Minutes

Approval of Minutes of October 21, 2019 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Estimating Amounts to be Raised by the 2019 Tax Levy
2. Resolution Authorizing City Manager to Purchase Property Located at 855 N. Fairview Ave., Decatur, IL
3. Resolution Accepting the Bid by Prairieland Towing Incorporated for Towing Services for the Decatur Police Department
4. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Ordinance Annexing Territory 2371 Captain Lane
 - B. Ordinance Annexing Territory 3315 Desert Inn Road
 - C. Ordinance Annexing Territory 3329 Ferris Drive

- D. Ordinance Annexing Territory 3257 Fite Drive
- E. Ordinance Annexing Territory 4677 East Rea's Bridge Road
- F. Ordinance Annexing Territory 4104 North Taylor Avenue
- G. Ordinance Annexing Territory 2235 South Taylorville Road A/K/A 2210-70 South Taylorville Road
- H. Ordinance Annexing Territory 2445 Thunderbird Drive
- I. Ordinance Prohibiting Truck Traffic on East Hickory Street between North 22nd Street and North 23rd Street
- J. Ordinance Authorizing the Installation of a Stop Sign at the Intersection of North Graceland Avenue and West Taft Street Facing West Taft Street
- K. Ordinance Establishing an All Way Stop Intersection at East Walnut Street and North Lowber Street
- L. Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-2275, 2235, 2202 Baker Ln.; 3213 Sullivan Dr.
- M. Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-2620 Forest Crest Rd. (AKA S. Forest Crest Rd.)
- N. Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-2636 Forest Crest Rd. (AKA S. Forest Crest Rd.)
- O. Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-2660, 2676, 2690, 2722, 2772 Forest Crest Rd. (AKA S. Forest Crest Rd.)
- P. Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-55 Tennison Ct.
- Q. Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-13 Cloyds Dr.
- R. Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-840 N. Sunup Ct.
- S. Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-Lot East of 1339 W. Rock Springs Rd.
- T. Receiving and Filing of Minutes of Boards and Commissions

VI. Other Business

- VII. Study Session:** Study Sessions are less formal meetings of the City Council called to discuss broad policy themes and obtain input from the governing body about

proposals and initiatives that are still being developed. No formal votes are taken at Study Sessions, and no informal directions expressed at Study Sessions bind the City Council, or its individual members, to vote in a certain manner at a future City Council meeting. The Mayor will accept public comments at different times on the agenda topics below as council and staff discussions proceed. Members of the public should limit their remarks to three (3) minutes, unless granted additional time by the council.

2020 Budget Review (The 2020 proposed annual budget is available on the city's website at the following link: <https://www.decatril.gov/departments/finance/city-budget/>).

VIII. Adjournment

Informational Memorandum Communicating the Condition of the Firefighter Pension Fund for the Year Ended December 31, 2018

Informational Memorandum Communicating the Condition of the Police Pension Fund for the Year Ended December 31, 2018

SUBJECT: Approval of Minutes of October 21, 2019 City Council Meeting

ATTACHMENTS:

Description	Type
Approval of Minutes of October 21, 2019 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, October 21, 2019

On Monday, October 21, 2019, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, and David Horn. Mayor Moore Wolfe declared a quorum present.

Deputy City Manager Jon Kindseth attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following individuals provided comments to the council: Mark Voskoboynikov, Drew Laney, Jacob Jenkins, John Phillips Jr., Mark Girdler and Brad Stewart.

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

The minutes of the September 30, 2019 Special City Council meeting and October 7, 2019 City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Lisa Gregory and on call of the roll, Council members Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

R2019-152 Resolution Accepting the Bid Price of Duraco, Inc., for the Purchase of One (1) DuraPatcher, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

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

R2019-153 Resolution Accepting the Bid Price of Duraco, Inc., for the Purchase of One (1) 2019 DuraPatcher T1 Emulsion Transport Trailer, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

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

R2019-154 Resolution Authorizing the Purchase of 1940 North Brush College Road for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33 Section 09-00933-01-BR, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

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

R2019-155 Resolution Authorizing the Purchase of 3925 East Faries Parkway for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks City Project 2009-33 Section 09-00933-01-BR, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

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

R2019-156 Resolution Authorizing the Purchase of the Vacant Lot Immediately to the West of 3925 East Faries Parkway for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks City Project 2009-33 Section 09-00933-01-BR, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

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

R2019-157 Resolution Accepting the Bid Price of Morrow Brothers Ford Inc. for the Purchase of One (1) 2020 Ford F-150 Pickup Truck, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

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

R2019-158 Resolution Accepting the Bid Price of Bob Ridings Ford Inc. for the Purchase of One (1) 2020 Ford F-250 Pickup Truck with a Lift Gate and Snowplow, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

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

R2019-159 Resolution Accepting the Bid Price of Bob Ridings Ford Inc. for the Purchase of One (1) 2020 Ford F-250 Pickup Truck, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

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

R2019-160 Resolution Accepting the Bid and Authorizing the Execution of a Contract with JT's Tree Service, LLC, for the Removal of Trees on Streets and Boulevards, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

Public Works Director Matt Newell responded to questions from Jacob Jenkins, Drew Laney and John Phillips, Jr. regarding minority hiring goals for Public Works projects.

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

R2019-161 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Homer Tree Care, Inc. for Removal of Trees and Brush Along William Street Road Embankment and Drainage Ditches on East Garfield and 22nd Street, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

Public Works Director Newell responded to questions from council concerning the removal of trees along the William Street Road embankment.

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

Councilman Bill Faber exited the Council Chamber at 6:02pm.

2019-174 Ordinance Annexing Territory Entirely Surrounded by the City Limits-1575 W. Allison Dr., was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

Deputy City Manager Kindseth gave a brief overview of the next six Ordinances.

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

2019-175 Ordinance Annexing Territory Entirely Surrounded by the City Limits-2508, 2522, 2546 E. Finch Dr., was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

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

2019-176 Ordinance Annexing Territory Entirely Surrounded by the City Limits-Lot East of 2618 E. Finch Dr., was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

Councilman Bill Faber returned to the Council Chamber at 6:05pm.

Deputy City Manager Kindseth responded to a question from Ms. Rachel Robinson Becker concerning whether a sewer extension was going to be done in her area.

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

2019-177 Ordinance Annexing Territory Entirely Surrounded by the City Limits-1817, 1824, 1829 Ferris Dr., was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

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

2019-178 Ordinance Annexing Territory Entirely Surrounded by the City Limits-4100 N. Woodlawn Ave., was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

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

2019-179 Ordinance Annexing Territory Entirely Surrounded by the City Limits-2465 E. Mound Rd.; Lot West of 2466, 2466, 2480 E. Finch Dr., was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

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

R2019-162 Resolution Authorizing the Execution of an Agreement with Hutchins Excavating for the Demolition of Vacant Residential Dwellings at 1149 N. College; 230 N. East; 936 W. Green; 1137 E. Leafland; 1612 E. Marietta and 1186 E. Walnut, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

Council held a brief discussion on distressed properties and demolitions.

Mr. Brad Stewart asked for ideas to bring in additional revenue.

Deputy City Manager Kindseth responded to questions from Mr. Jacob Jenkins concerning demolition liens.

Mr. Mark Girdler thanked Councilman Horn for his transparency.

Councilwoman Lisa Gregory exited the Council Chamber at 6:16pm.

Mr. John Phillips, Jr. asked council to consider prairie grass for vacant lots.

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

Councilwoman Lisa Gregory returned to the Council Chamber at 6:18pm.

R2019-163 Resolution Authorizing the Execution of an Agreement with Hutchins Excavating for the Demolition of Vacant Residential Dwellings at 1035 N. Church; 630 E. Decatur; 1130 N. Edward; 816 W. King; 811 W. Leafland; 1032 W. Tuttle; 1412 E. Walnut; 1636 E. William and 1713 E. William, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

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

R2019-164 Resolution Authorizing the Execution of an Agreement with Hutchins Excavating for the Demolition of Vacant Residential Dwellings at 1440 E. Condit; 1030 E. Curtis; 944 E. Garfield; 1344 E. Hickory; 1618 E. Hickory; 239 N. Jasper and 121 S. 19th, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

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

R2019-165 Resolution Authorizing the Execution of an Agreement with Anderson Backhoe Service, Inc. for the Demolition of Vacant Residential Dwellings at 1372 E. Condit and 1067 E. North, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

Mr. Jacob Jenkins inquired whether the minority contractor was qualified to do asbestos abatement.

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

R2019-166 Resolution Accepting the State of Illinois Bid Price of Morrow Brothers Ford Inc., for the Purchase of Three (3) 2020 Ford Interceptor Utility Vehicle, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

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

Mayor Moore Wolfe called for Consent Calendar Items A. through L. and asked if any Council member wished to have an item removed from the Consent Calendar. Councilman Bill Faber wished to remove Item L. from the Consent Calendar. The Clerk read items A. through K.

Item A. 2019-180 Ordinance Annexing Territory 2468 Baker Lane
Item B. 2019-181 Ordinance Annexing Territory 2395 Captain Lane
Item C. 2019-182 Ordinance Annexing Territory 3330 Desert Inn Road
Item D. 2019-183 Ordinance Annexing Territory 3847 West Division Street
Item E. 2019-184 Ordinance Annexing Territory 3889 West Division Street
Item F. 2019-185 Ordinance Annexing Territory 487 Hillshire Road
Item G. 2019-186 Ordinance Annexing Territory 2020 Mars Court
Item H. 2019-187 Ordinance Annexing Territory 1540 Plainview Street
Item I. 2019-188 Ordinance Annexing Territory 2330 Wilcox Lane
Item J. Receiving and Filing of Minutes of Boards and Commissions
Item K. R2019-167 Resolution Regarding Trick or Treat Hours

Councilman McDaniel moved Items A. through K. be approved by Omnibus Vote; seconded by Councilwoman Gregory, and on call of the roll, Council members Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Item L. R2019-168 Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

A brief discussion was held by council concerning the process for reviewing closed minutes.

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

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

Birthday wishes were extended to Councilwoman Gregory and Councilman Walker.

Councilman Horn encouraged citizens to advocate their position on cannabis and asked citizens to refrain from personal attacks.

Councilman McDaniel explained that property tax bills are comprised of several different taxing bodies.

Councilman Kuhle inquired about water usage being up from previous years.

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

Mayor Moore Wolfe declared the Council meeting adjourned at 6:38 p.m.

Approved _____
Kim Althoff
City Clerk

Financial Management

DATE: 10/30/2019

MEMO: Letter to the Decatur City Council Financial Management Department 2019 - 12

TO: Honorable Mayor Moore Wolfe and City Council Members

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

BACKGROUND: The city annually provides an estimated tax levy report prior to actual adoption of the levy. The proposed property tax levy reflects direction provided by the City Council at their August 6 study session to keep property taxes level (in dollars, not necessarily in rate) for the average residential property tax payer while still capturing new taxes that should reasonably be expected from new annexations and new construction projects. In this way, we anticipate a slight increase in aggregate property tax revenues, but no increase in taxes for individual property owners who have made no improvements in their real estate since last year. Depending on township and school district, the city of Decatur's property tax levy is between 15 and 17% of the total levy paid by property owners, with the balance levied and paid to the school district, county, park district and the many other overlapping units of local government in Macon County.

ATTACHMENTS:

Description	Type
Resolution	Cover Memo
Exhibit A	Cover Memo

RESOLUTION NO. R2019 –

**RESOLUTION ESTIMATING AMOUNTS NECESSARY TO BE RAISED BY THE
2019 TAX LEVY**

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

SECTION 1. That the attached Exhibit A are the amounts of money estimated to be raised by taxation upon taxable property in the City of Decatur, for the 2019 Assessed Value with property tax billed to property owners in 2020 and payable in 2020.

SECTION 2. That the City Council was informed by the City Manager at the Council Meeting on November 4, 2019 of the amounts of money estimated to be raised by taxation upon taxable property in the City of Decatur, for the 2019 Assessed Value with property tax billed to property owners in 2020 and payable in 2020.

SECTION 3. That notice of a public hearing to be held at the City Council meeting of November 18, 2019 in the city council chamber of the Decatur Civic Center will be published in the public media on November 10, 2019, and that the Tax Levy will be presented to the City of Decatur City Council for approval at the December 2, 2019 meeting of the City Council.

PRESENTED AND ADOPTED this 4th day of November 2019.

Julie Moore Wolfe, Mayor

Attest:

Kimberly Althoff, City Clerk

Exhibit A

City of Decatur, Illinois Notification of Proposed Tax Levy

The City of Decatur hereby proposes to the City Council the 2019 Tax Levy, for taxes to be extended by the Macon County Clerk with Equalized Assessed Values as determined by the Macon County Office of Assessment and certified by the State of Illinois Department of Revenue, for property taxes to be billed and collected by the Macon County Treasurer in calendar 2020.

	2019 Proposed Levy	2018 Levy Extension	\$ Change	% Change
Corporate Purpose	-	-	-	-
Police Pension	4,000,000.00	4,247,064.96	(247,064.96)	(5.8)%
Firefighter Pension	5,100,000.00	4,747,068.88	352,931.12	7.4%
Public Library	2,900,000.00	2,900,006.25	(6.25)	0.0%
Municipal Band	65,000.00	65,056.58	(56.58)	0.0%
Total General Levy	12,065,000.00	11,959,196.67	105,803.33	(6.6)%
GO Debt Service	14,826,810.00	14,877,062.54	(50,252.54)	(0.3)%
Less: GO Abatement	12,704,810.00	12,959,062.28	(254,252.28)	(2.0)%
Extension adjustment	-	55.68	(55.68)	-
Total Debt Levy	2,122,000.00	1,918,055.94	203,944.06	10.6%
Tax Levy Proposed	14,187,000.00	13,877,252.61	309,747.39	2.2%

A Public Hearing will take place at the City Council meeting on November 18, 2019.

The Tax Levy will be presented to the City of Decatur City Council for approval at the December 2, 2019 meeting of the City Council.

Office of the City Treasurer
City of Decatur, Illinois
October 30, 2019

Legal Department

DATE: 10/31/2019

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing City Manager to Purchase Property Located at 855 N. Fairview Ave., Decatur, IL

SUMMARY RECOMMENDATION: Adopt a resolution authorizing acquisition of a site for a fire station.

BACKGROUND:

The city's fire station architect/planner, Dewberry, recommended that the city upgrade and modernize 4 of its 7 stations, and replace/relocate the other 3. The 4 upgrades/modernizations have been completed. Stations 3, 5 and 7 were slated for replacement. Station #5 (on Mound Road) is nearly finished and will be substantially complete by year's end. The city has not yet acquired new sites for stations 3 and 7.

The staff examined several possible replacement sites for station 3, and determined that the proposed site (on the east side of Fairview Plaza where the former Kroger gas pumps were located) would provide the best access to neighborhoods on the west side of the city. Staff has also secured preliminary approval from IDOT for the necessary curb and median cuts to service the proposed site. It is recommended that the City Council approve the acquisition of the site.

ATTACHMENTS:

Description	Type
Resolution Authorizing City Manager to Purchase Property Located at 855 N Fairview Ave	Resolution Letter

RESOLUTION NO. R2019-_____

**RESOLUTION AUTHORIZING CITY MANAGER
TO PURCHASE PROPERTY LOCATED AT
855 NORTH FAIRVIEW AVENUE, DECATUR, ILLINOIS**

WHEREAS, the City of Decatur, Illinois has need to build a fire station facility to replace an aging structure; and,

WHEREAS, the location of 855 North Fairview Avenue, Decatur, Illinois will be a desirable location for a fire station to be built.

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

Section 1. That the City Manager, or his authorized designee, is authorized to enter into the Contract of Sale, attached hereto and marked Exhibit A for the purchase of the property located at 855 North Fairview Avenue, Decatur, Illinois.

Section 2. That the City Manager or his authorized designee, is authorized to execute any and all documents necessary to purchase the property located at 855 North Fairview Avenue Decatur, Illinois.

PRESENTED and ADOPTED this 4th day of November, 2019.

JULIE MOORE WOLFE, MAYOR

Attest:

CITY CLERK

EXHIBIT A

CONTRACT OF SALE

HIS CONTRACT OF SALE ("Contract") is by and between FAIRVIEW PARK PLAZA, LLC, an Illinois limited liability company ("Seller"), and the CITY OF DECATUR, an Illinois municipal corporation ("Buyer").

WITNESSETH:

Seller agrees to sell and Buyer agrees to purchase on the terms and conditions hereinafter set forth, the real estate situated in Macon County, Illinois, described on Exhibit A attached hereto (the "Premises").

1. Purchase Price. The purchase price for the Property is One Dollar (\$1.00) with purchase price for the property to be paid at closing, subject to closing adjustments.

2. Representations. Seller represents that a No Further Remediation ("NFR") order has been received for the Premises from the Illinois Environmental Protection Agency, a copy of which will be provided to the Buyer and except for the NFR, Seller has not made and does not make any representations, warranties or guarantees of any kind concerning the Premises or its condition or suitability for Buyer's proposed use, whether express or implied, oral or written. Buyer agrees that it is purchasing the Premises "as is" with all faults and defects and based solely on Buyer's inspection, testing and investigation of the Property. Buyer acknowledges that the disclaimers, agreements and other statements set forth in this section are an integral portion of this Contract and that Seller would not agree to sell the Premises to Buyer for the purchase price without the disclaimers, agreements and other statements set forth in this Paragraph 2 and that the disclaimers, agreements and other statements in this Paragraph 2 shall survive the closing of the sale under this Contract.

3. Conditions Precedent.

3.1 Seller's obligations under this Contract are subject to the following conditions:

(a) The establishment of on-premise zoning regulations and ordinances allowing for:

(i) the approval of a commercial subdivision of the parcel of which the

Premises is part thereof;

(ii) construction and operation of a City of Decatur fire station on the Premises;

(iii) the approval of a new ingress/egress for southbound traffic along Fairview Avenue as shown by the approach drawn in red on the attached drawing.

(b) Buyer and Seller agreeing to any limited or shared common area and exclusive/non-exclusive points of ingress/egress as described on Exhibit B attached hereto.

3.2 Buyer's obligations under this Contract are subject to the following conditions:

(a) Buyer may, at its expense and option, obtain such title reports and surveys as to the Premises as Buyer may desire. Buyer shall advise Seller in writing within 30 days after the effective date of this agreement concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to Buyer shall be delayed pending Seller's efforts to resolve the same. In event Seller is unable or unwilling to cure such defects within a reasonable time after notice thereof, Buyer or Seller may elect to cancel and terminate this agreement and the rights and obligations of the parties hereunder; and in such event, Seller shall refund to Buyer all sums paid hereunder if Buyer shall so elect. Failure to notify Seller of any objectionable title defect as above said shall constitute a waiver thereof. Title may be subject only to the following exceptions:

- (i) Easements, restrictions and reservations of record on the date hereof;
- (ii) Building and use restrictions;
- (iii) Special assessments levied for local improvements;
- (iv) Zoning regulations and ordinances affecting the Premises; and,
- (v) The lien of current general real estate taxes.

3.3 Both Seller and Buyer agree:

(a) To comply with the requirements of the Real Estate Settlement Procedures Act;

(b) At any time after the date hereof, architects and engineers of Buyer shall have reasonable access to the Premises for the purpose of measurement and preparation of design plans for Buyer, provided such access cannot unreasonably interfere with the usual business of Seller performed on the Premises. Buyer shall indemnify and hold Seller harmless from and against all losses, costs, damages and liabilities arising out of Buyer or any of its employees, agents or contractors entering the Premises.

3.4 Closing. The time and place of settlement on the date of closing shall be fixed by mutual agreement of the parties not more than 120 days after the effective date of this Contract. As used in this Contract, "Effective Date of this Contract" means the date that both parties have executed this Contract and received a fully executed original of this Contract.

(a) At the settlement Buyer shall deliver to Seller or cause to be paid:

(i) All documents as Seller's counsel may reasonably require.

(ii) An amount equal to the cost of recording any release of indenture of mortgage or trust deed; and,

(iii) An amount equal to the cost of Illinois revenue stamps if required to be affixed to Seller's quitclaim deed.

(iv) An amount equal to any and all costs associated with the transfer of ownership to Premises including but not limited to any real estate taxes unpaid and due after the date of closing prorated to the date of closing, based upon the last ascertainable real estate taxes on the Premises; the fee charged by the Title Company for closing the sale; the fee for recording the deed; the cost of an survey; and the cost of the title commitment and policy.

(b) Seller shall deliver to Buyer:

(i) Its executed quitclaim deed to the Premises, containing only those exceptions listed in subparagraphs (i) through (v), inclusive, of paragraph 3.2 (a) above.

(ii) A sufficient release of any indenture of mortgage or trust which may be a lien on the Premises; and,

(iii) Such other documents as Buyer's counsel may reasonably require.

3.5 Buyer shall have the right to take possession of the Premises on completion of the transaction on the date of closing.

3.6 While this Contract is in effect, Seller shall (i) not enter into or amend any contracts, options, leases, easements or other agreements adversely affecting the Property, and (ii) not take any action which would adversely affect the ownership or condition of the Property.

4. Title Commitment. Buyer shall obtain a current title commitment for an owner's title insurance policy for the Property. Buyer shall pay all title examination fees or other expenses charged by the Title Company for the purpose of issuing such title commitment.

5. Seller's Closing Obligations. At the closing, Seller shall deliver to Buyer a quitclaim deed, conveying the Premises in fee simple, subject to 2019 real estate taxes and assessments and subsequent years not yet due and payable, all easements, agreements, restrictions and other matters of record. Such deed shall also include provisions requiring the Buyer, its successors and assigns, for a period of twenty (20) years from date of closing, to utilize the Premises to house a fire station or similar public safety uses agreed to in writing by the Seller. The promise made to use land to house a fire station or similar public safety uses agreed to in writing by the Seller shall survive the date of closing and such promise shall be specifically enforceable by the Seller and its successors under the terms of this agreement.

6. Seller shall not be liable for environmental defects to the Premises.

7. Default. If the conditions precedent of this Contract are satisfied or waived by Buyer and Seller, and if Seller fails to consummate this Contract for any reason other than the default of Buyer, then Buyer may enforce specific performance or seek other legal remedies. If Buyer shall default in the performance of its obligations under this Contract, then Seller may enforce specific performance or seek other legal remedies.

8. Assignment Neither the Seller nor Buyer may assign this Agreement or their interest in the Premises without the prior written consent of the other. The terms of this agreement and deed conveying ownership in the Premises shall be binding on the parties, their respective successors, personal representatives, heirs and assigns.

9. Miscellaneous.

(a) Any notice which either party may be required to give hereunder or which either party is permitted or may desire to give to the other party shall be in writing and given either personally or by mailing the same by registered or certified mail, return receipt requested, to the party to whom notice is directed at the address of such party as follows:

Seller: Fairview Park Plaza
101 S. Main St., Suite 800
Decatur, IL 62523

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

Any notice served by mail shall be deemed given on the day in which the same is postmarked and deposited in the United States mail, addressed as above provided with postage thereon fully prepaid. Either party may change the party or address to which any such notice is to be addressed by giving written notice to the other party of such change. Any time limitation provided for in this Contract shall begin on the date that the party actually receives such notice, or refuses to accept delivery, and the date of postmark of any return receipt indicating the date of delivery of such notice to the addressee shall be conclusive evidence of such receipt.

(b) This Contract constitutes the entire agreement between Seller and Buyer, and there are no other covenants, agreements, or conditions, either oral or written, between them concerning the Property other than those set forth in this Contract. No subsequent change, deletion or addition to this Contract shall be binding unless in writing and signed by both parties.

(c) The headings, captions, numbering systems, etc., are inserted only as a matter

of convenience and shall not be considered in interpreting the provisions of this Contract.

(d) All of the provisions of this Contract shall be binding upon the personal representatives, heirs, successors and permitted assigns of both parties.

(e) If any of the dates or time periods in this Contract fall or end on a Saturday, Sunday or U.S. bank holiday, then such date or time period shall be extended until the next business day other than a Saturday, Sunday or U.S. bank holiday.

DATED this _____ day of _____, 2019.

SELLER:

BUYER:

FAIRVIEW PARK PLAZA, LLC

CITY OF DECATUR

By: _____

BY: _____

Dated: _____

Dated: _____

ATTEST:

CITY CLERK

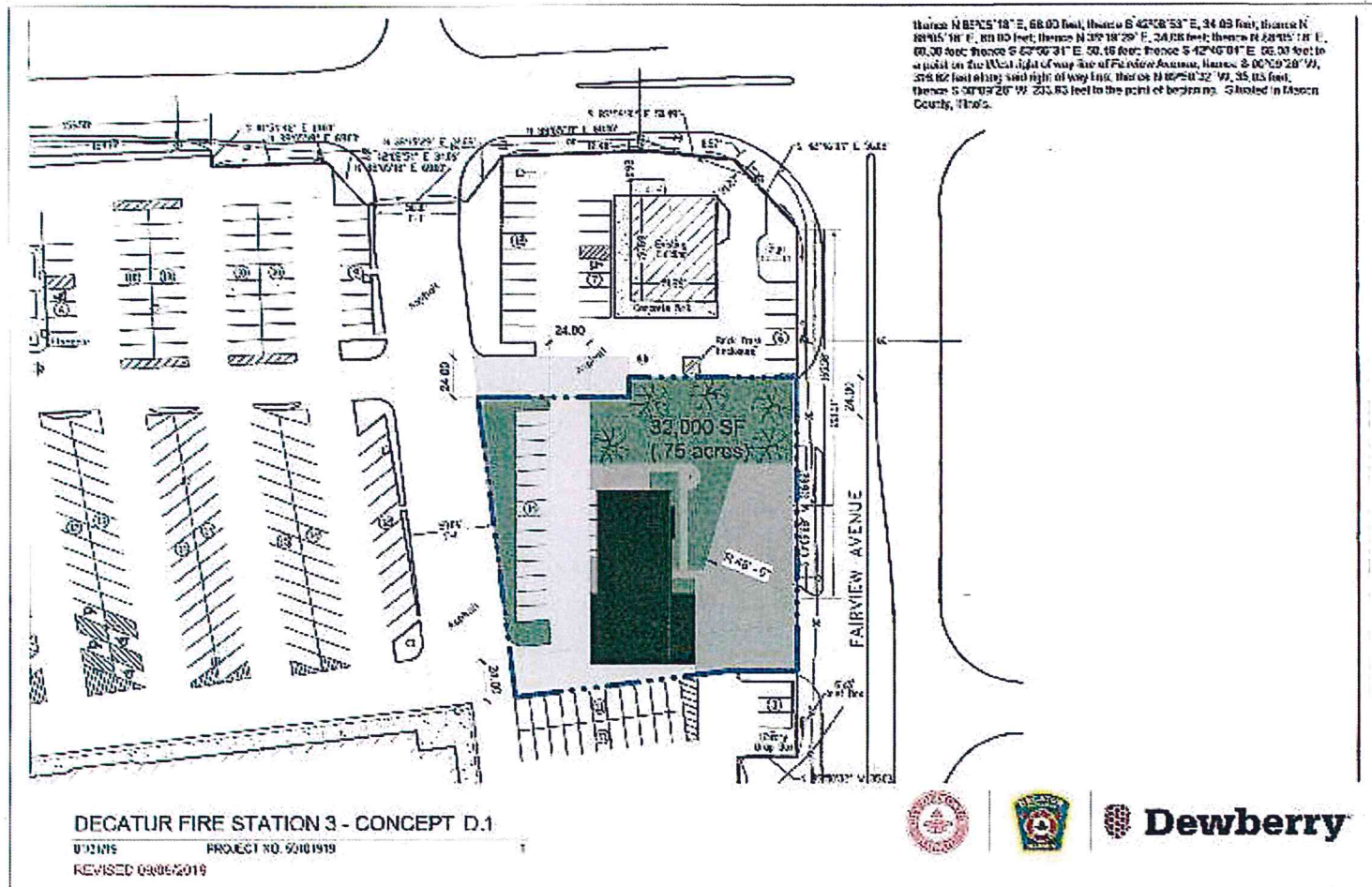
EXHIBIT A

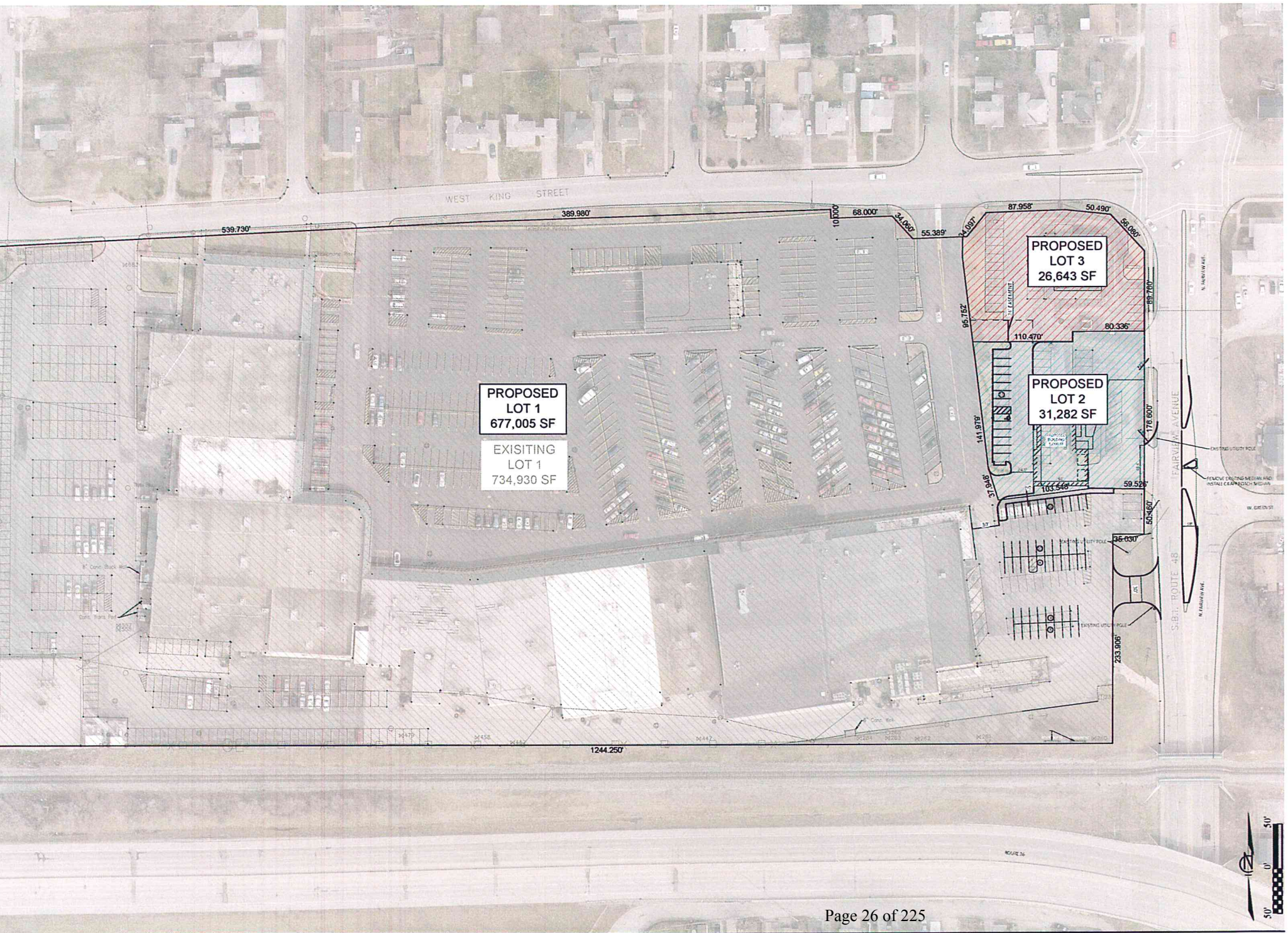
LEGAL DESCRIPTION OF PREMISES

Fairview Park Plaza. L.L.C.

Part of the Southwest 1/4, Southeast 1/4, Section 9, Township 16 North, Range 2 East of the 3rd P.M. and more particularly described as follows: Beginning at the point of intersection of the North right of way line of the Norfolk and Western Railroad (formerly Wabash Railroad) with the present West right of way line of S.B.I. Rt. 48 (Fairview Ave.), said point being approximately 59.2 feet North of and 80.2 feet West of the Southeast corner of said Southwest 1/4, Southeast 1/4, Section 9; thence North 90° W (Assumed Bearing) 1244.25 feet along said railroad right of way line to the West line of said Southwest 1/4, Southeast 1/4, Section 9; thence N 0° 21' 38" E, 557.88 feet along the West line of said Southwest 1/4, Southeast 1/4, Section 9 to its intersection with the South right of way line of King Street, thence North 87° 04' 20" E, 539.73 feet along said right of way line; thence N 88° 05' 18" E, 389.98 feet; thence S 01° 54' 42" E, 10.00 feet; thence N 88° 05' 18" E, 68.00 feet; thence S 42° 08' 53" E, 34.06 feet; thence N 88° 05' 18" E, 60.00 feet; thence N 38° 19' 29" E, 34.06 feet; thence N 88° 05' 18" E, 88.00 feet; thence S 88° 56' 31" E, 50.49 feet; thence S 42° 46' 04" E, 56.08 feet to a point on the West right Of way line of Fairview Avenue; thence S 00° 09' 28" W, 316.82 feet along said right of way line; thence N 89° 50' 32" W, 35.03 feet; thence S 00° 09' 28" W, 233.93 feet to the point of beginning. Situated in Macon County, Illinois.

EXHIBIT B





PROPOSED
LOT 1
677,005 SF

EXISTING
LOT 1
734,930 SF

PROPOSED
LOT 3
26,643 SF

PROPOSED
LOT 2
31,282 SF

Police Department

DATE: 10/24/2019

MEMO: 19-52

TO: The Honorable, Mayor Julie Moore Wolfe
Council Members

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

SUBJECT: Towing Services Contract

SUMMARY RECOMMENDATION: It is the recommendation of staff that the Council approve a contract for services between the City of Decatur and Prairieland Towing Incorporated.

BACKGROUND:

The Decatur Police Department, per its authority, has approximately 2000-2500 vehicles towed each year. These tows result from arrest situations, abandoned vehicles, snow emergencies, traffic crashes, mechanical breakdowns, and other situations requiring a vehicle to be towed.

In addition, the City of Decatur requires its fleet vehicles to be towed or serviced on occasion. For example, a vehicle breakdown, traffic crash, or a tire change would require the service of a tow company.

Finally, the Decatur Police Department requires the use of secure storage bays for the storage and processing of vehicles for evidence. These storage bays are required to meet certain specifications for security, lighting, and access.

Due to these towing service needs, it is necessary to contract with a company for such services. Staff is recommending that the City Council approve a bid other than the lowest bid because the city has experienced superior service in the past with this vendor, and staying with the incumbent will provide greater continuity of service.

PRIOR COUNCIL ACTION: Prior Council action has approved contracts for towing services with Prairieland Towing Incorporated multiple times for at least the past 25 years.

POTENTIAL OBJECTIONS: It is likely that Dass Enterprises of Springfield (dba Shaner's Towing) will object to this recommendation. Dass Enterprises of Springfield did have the lowest bid for this contract.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James E. Getz Jr., Chief of Police, 424-2745, jgetzjr@decaturil.gov; and Shane G. Brandel, Deputy Chief of Police, 424-2740, sbrandel@decaturil.gov

BUDGET/TIME IMPLICATIONS: There are no budget implications, as there is no cost to the City with this contract.

ATTACHMENTS:

Description	Type
Resolution Letter	Resolution Letter
Staff Report	Executive Summary
2019 Towing Services Bid Packet	Exhibit
2019 Towing Bids Summary	Exhibit
Prairieland Towing Bid Proposal	Exhibit
Praireland Bid Questionnaire	Backup Material
Shaner's Towing Bid Proposal	Exhibit
Shaner's Towing Bid Questionnaire	Backup Material

RESOLUTION NO. R2019-_____

**RESOLUTION ACCEPTING THE BID BY PRAIRIELAND TOWING
INCORPORATED FOR TOWING SERVICES FOR THE DECATUR POLICE
DEPARTMENT**

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

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

Section 2. That the bids of bidders shown in presented Exhibits be accepted and a bid be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute contract for services between the City of Decatur, Illinois and Prairieland Towing Incorporated for their bid prices shown in presented exhibits.

PRESENTED, PASSED, APPROVED, AND RECORDED this Fourth day of
November, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
City Manager Scot Wrighton
From: Deputy Chief Shane Brandel
Subject: Contract for Towing Services

BRIEFING ITEM

RECOMMENDED ACTION:

Approve by resolution a contract for towing services between the City of Decatur and Prairieland Towing Incorporated.

BACKGROUND:

The Decatur Police Department, per its authority, has approximately 2000-2500 vehicles towed each year. These tows result from arrest situations, abandoned vehicles, snow emergencies, traffic crashes, mechanical breakdowns, and other situations requiring a vehicle to be towed.

In addition, the City of Decatur requires its fleet vehicles to be towed or serviced on occasion. For example, a vehicle breakdown, traffic crash, or a tire change would require the service of a tow company.

Finally, the Decatur Police Department requires the use of secure storage bays for the storage and processing of vehicles for evidence. These storage bays are required to meet certain specifications for security, lighting, and access.

In July 2019, the contract for towing services was put out for bid. Two companies, Prairieland Towing Incorporated and Dass Enterprises of Springfield (doing business as Shaner's Towing) submitted bids. Prairieland Towing is located at 2902 N. Woodford. Shaner's Towing is located at 3696 Greenswitch Road.

These bids were for fees to those who have their vehicle towed per police department authority. It is worth noting that the City of Decatur does not incur any financial responsibility with either of these bids. All costs of the towing services are to the individual whose vehicle is towed. Any towing or light service to city vehicles is done free of cost.

For approximately the last 25 years, the City of Decatur has had a contract for services with Prairieland Towing Incorporated for the above-mentioned towing services. This long-standing relationship between the Decatur Police Department and Prairieland Towing has allowed for the development of a strong working relationship with the ownership, management, and staff. These relationships have led to efficient and effective communications and work-flow systems between the Decatur Police Department and Prairieland Towing.

During the bidding process, DPD staff conducted a site visit at Shaner's Towing to survey the property and discuss any changes the company would make should they be awarded the bid. This site visit was conducted due to the fact that Shaner's Towing currently does not meet multiple bid requirements. The owner of Shaner's Towing indicated the changes that would be made to the business location and building, as well as staff and equipment changes, in an effort to meet the bid requirements. Should Shaner's Towing be awarded the bid, they would be given a set time frame to bring their business into compliance with the bid specifications.

Decatur Police Officers tow multiple vehicles each day in the course of their duties. Additionally, staff time is consumed each day to handle administrative matters related to the towing of vehicles. The effective and efficient practices that are now in place because of the relationship with Prairieland Towing will have to be adapted should a bid be awarded to a different company.

Prairieland Towing is a longstanding local business with a good reputation, and a good relationship with the Decatur Police Department. Although Prairieland Towing was not the lowest bid, their bid prices were not raised from the previous bid and current prices. In addition, their bid/current prices are below industry standards. In fact, Springfield recently raised their tow rates from \$75 to \$125, effective January 1, 2020. The City of Champaign sets the tow rate at \$145. The City of Peoria has a standard tow rate of \$100. Springfield, Champaign, and Peoria use a rotational list for towing services. The Town of Normal uses one company for their towing services, similar to Decatur, and has a tow rate of \$75 through 2021.

It is the recommendation of the Decatur Police Department administration that Prairieland Towing be awarded the contract for towing services.

CITY OF DECATUR
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Tel: (217) 424-2763 Fax: (217) 424-2772

Delivery Requested by

As Requested

Quote due back

July 2, 2019 4:00 p.m.

Request for Quotation (This is not an order)

Date: 6/20/2019

Attn:

Debbie Perry

Please quote on this form, your best price, terms, and delivery on the articles described below. Sign your firm name and official signature and mail the completed form back to the buyer.

****We will consider substitute offers if the differences in specifications are explained.

We Quote You as Below

The City reserves the right to award items on an individual basis that is in the best interest regarding price and availability.

Company Name

By (Signature)

Official Title

Date

TERMS

Net 30 days

F.O.B.

Decatur, IL

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Towing Services from August 1, 2019 – July 31, 2022. This is a 3-year contract. See specifications. Please contact Deputy Chief Shane Brandel at (217) 424-2768 if you have any questions.		

DETAILED TOWING SPECIFICATIONS

SCOPE OF WORK

The City of Decatur intends to contract for supplying towing services. This contract is divided into two categories of tow work. Category One will consist of the removal and/or impoundment of any vehicle not owned or leased by the City of Decatur from the streets of the City of Decatur and adjacent areas upon order of any City police officer or impoundment officer direction.

Category Two of this contract deals with transporting any City of Decatur owned, leased, rented, or seized vehicle and/or making necessary emergency road repairs as requested.

PERIOD OF CONTRACT

The contract period will be for three years effective approximately August 1, 2019 through July 31, 2022.

INFORMATION

Bidder shall submit the following information on the forms provided with their bid, a detailed description of equipment, facilities, and personnel currently available for use in rendering service. (See Bidder's Questionnaire). A detailed description of all equipment, vehicle storage facilities and personnel intended to be used by, or available to bidder, including but not limited to the following details: A) location of storage lot; B) security features of storage lot; C) if storage lot leased, the terms of the lease and the name and address of the lessor; D) size of the storage lot; E) information concerning owners of companies and drivers of tow trucks used on contract service; F) list of towing equipment available for this contract.

CATEGORY ONE

This applies to vehicles not owned or leased by the City of Decatur which are removed and/or impounded from the streets of the City of Decatur and adjacent areas under the order and direction of any City of Decatur police officer or impoundment officer. By way of example, but not limited to, this would include removing wrecked vehicles from accident scenes, removing vehicles which constitute a traffic hazard, removing vehicles that may be evidence of a crime, removing vehicles involving injury where operator is unable to select an option or for removal resulting from an accident and removing any other privately owned vehicles in accordance with any ordinance of the City of Decatur or laws of the State of Illinois. (ie: abandoned vehicles).

The person involved in the accident has the option of: 1) using the towing contractor; 2) using the services of any other towing operator; 3) using any other form of tow service. The City of Decatur does not guarantee that a minimum number of tows will occur. Bidder should be aware that the tow service will be used on an "as needed" basis. The only assurance the City of Decatur makes is that if the person involved in the accident does not request a specific towing service, the towing contractor will be called by the Police Department.

NOTE: For all vehicles towed under this contract an itemized fee schedule shall be presented to the vehicle operator prior to removal by towing if he/she is available. NO EXCEPTIONS.

Any service provided by the contractor shall be listed on a schedule of services and fees, and submitted with this bid and shall remain constant with the terms and conditions of this bid.

FACILITIES

The contractor shall provide a vehicle storage lot within the corporate jurisdiction of the City with sufficient space to accommodate approximately 250 vehicles, as approved by the Chief of Police. Contractor shall not store towed vehicles at any location other than the approved storage facility. The Contractor shall provide security for said approved lot in terms of adequate chain link fencing, lighting and security personnel on duty to safeguard all stored vehicles on a 24 hours, 7 day a week basis.

The Contractor shall provide storage and disposition of vehicles in compliance with Illinois Commerce Commission regulations, the Illinois Vehicle Code, City of Decatur ordinances and Decatur Police Department regulations and shall agree to release vehicles upon written authorization from the Decatur Police Department.

The Contractor shall provide two (2) enclosed secure stalls for evidence preservation purposes, one of which must be heated and lighted. Both stalls must be alarmed. These stalls must be capable of being secured to preserve the integrity of evidence, and one stall must be capable of being entirely darkened on request by Police Department.

The Contractor shall have on the evidence bay an alarm system, which must be acceptable to the City, which shall provide the City with a punch code alarm system to ensure that the evidence bays are secure for "chain of custody" procedures. This Contractor has had approval of its alarm system and the City hereby agrees that such alarm system is satisfactory for the needs and wants of the City.

The successful Contractor shall post all towing and storage fees, which are attached and incorporated herein as Exhibit B, for all towing and storage for the City, so as to be visible to the public. The Contractor shall provide an itemized fee schedule to the vehicle operator prior to removal by towing if such operator is available. Such schedule shall remain consistent with that schedule submitted to the City with the Contractor's bid.

The successful Contractor shall provide a non-public private telephone line between the Police Communications Center and the towing company dispatch point for emergency use.

STORAGE

Vehicle shall be taken directly to Contractor's storage facilities unless the Contractors are advised differently by the Police Department or owner or driver of the vehicle. Contractor shall be required to release vehicle and personal property in accordance with state law and shall release all personal property upon demand from the owner of the vehicle or agent of the owner or upon authorization from the shift commander of the Decatur Police Department. Minimum storage charge beyond the initial 12 hour period for one full day may be charged for any part of the twenty-four hour day if the vehicle is held in storage. Contractor shall provide release of property twenty-four (24) hours per day, seven (7) days a week.

AVAILABILITY

Contractor shall staff their storage facility during normal business hours for the purpose of vehicle release or appraisal. "Normal business hours" are defined as 8:00 a.m. to 5:00 p.m.; except Saturday, Sunday and the following holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving and Christmas. At all other times, the Contractor's services must be available through a central communications service to release vehicles and property. Release time response shall not be more than one (1) hour during non-business hours. This telephone number must be prominently posted on the storage location for after-hours release of vehicles. Towing and release services shall be available twenty-four hours a day, and every calendar day of the year.

BONDING

The Contractor shall provide a blanket fidelity bond for all employees in an amount not less than \$20,000.

INSURANCE

The Contractor shall provide general liability insurance with a combined single limit, including bodily injury and property damage, in an amount not less than \$1,000,000 for each occurrence, \$2,000,000 aggregate, which shall name the City as an additional insured. The Contractor shall hold the City harmless for any and all damages and/or loss to property and/or persons arising out of the performance by Contractor of any of the duties or obligations imposed by this Agreement. Provided, that this hold harmless agreement shall not be applicable to any insurance company by way of subrogation.

The Contractor shall provide automobile liability insurance for any auto with a combined single limit, including bodily injury and property damage of \$1,000,000 which shall name the City as an additional insured.

The Contractor shall provide workers compensation insurance with statutory limits, and employers liability coverage of not less than \$500,000, in circumstances where such insurance is required by law.

The Contractor shall provide garage keepers legal liability insurance on a direct primary basis for comprehensive and collision perils in an amount not less than \$100,000, with a deductible not exceeding \$500, which shall name the City as an additional insured.

The Contractor shall provide certificates of insurance that evidence all of the coverages required in this set of specifications. Insurance by agreement clause will not be accepted.

RELEASE OF VEHICLES

The Contractor shall not release any towed vehicle relating to a criminal traffic violation without authorization from the City of Decatur Police Department. The City of Decatur shall inform Contractor when such a vehicle is in its possession. Permission to release will not be required for any vehicle that is routinely towed from an accident; however, the Contractor shall be solely responsible for determining that the vehicle is released to the owner or authorized agent. In the event that a non-owner requests permission to pick up a stored automobile under a police authorized tow, and the owner is incarcerated, Contractor may provide to non-owner an authorization form which shall allow the release of the vehicle to the person named in the authorization form, if appropriately filled out and witnessed as to proper identification. This procedure shall be subject to the reasoned judgment of Contractor if he believes fraud may play a part in the form of the release.

The Contractor shall immediately release a vehicle when no hold is placed on the vehicle, and the acknowledged owner or agent of the owner is present and makes a demand for the immediate release of the vehicle or upon authorization from the shift command officer of the Decatur Police Department. The owner of the vehicle is responsible for immediate payment of authorized tow fee.

RECORDS

The Contractor shall maintain a record of each vehicle towed for the City, such records to contain the following information: location where the vehicle was picked up; location where the vehicle was taken; the date and time of the pick up; date and time of release; make, model and year of the vehicle; license plate number and state of issuance; vehicle identification number; name of individual that vehicle was released to; and name of individual that signed for the vehicles release.

The Contractor shall make tow and storage records available for police inspection during business hours.

The Contractor shall retain all towing and storage records for a minimum of one year, or as required by state law and city ordinance, whichever period is longer.

EQUIPMENT

The Contractor shall provide a minimum of 5 radio dispatched towing vehicles, from a manned dispatch point base station, on a 24 hour, 7 day a week basis.

The Contractor shall provide a minimum of 5 wreckers for the snow emergency route towing upon 5 hours notification.

The Contractor will have at least one wrecker capable of towing commercial vehicles of fully loaded maximum road weight. Also, a flatbed trailer must be available to transport vehicles incapable of being towed.

The Contractor shall provide to the City, at the times agreed to by the parties with at least 24 hours notice to Contractor, 4 wreckers and 4 drivers for the "Street for Storage" system currently in use by the City. Both parties agree to reasonably conform the requirements of this portion of the agreement to achieve a workable, agreeable system for both parties.

COMPLAINTS

The Contractor shall provide a consumer complaint procedure in reference to towing, storage fees, and damage/loss claims which is satisfactory to the Police Department. Complaints received by the successful Contractor shall be forwarded to the Decatur Police Department and the Decatur Police Department shall provide complaints received regarding the successful Contractor to said Contractor. The Contractor shall provide a consumer complaint form, which must be acceptable to the Decatur Police Department.

RESPONSE

The Contractor shall provide for wrecker response time to average no longer than 20 minutes with a maximum response time to be 30 minutes subject to reasonableness, and subject to circumstances beyond the control of the Contractor, acts of God etc. It is the understanding that City requested tows shall take priority over other tows of Contractor.

CANCELLATION OF TOW SERVICE

After receiving a request for towing service, such request may be canceled at any time by the Decatur Police Department, or the owner, or authorized agent of the owner of the vehicle requested to be towed. If such request for cancellation is made prior to any portion of the Contractor's equipment being physically attached to the vehicle to be towed, then Contractor shall not charge anyone for service. If such request for cancellation is made subsequent to any portion of Contractor's equipment being physically attached to the vehicle to be towed, then the Contractor shall be allowed to charge for an attachment (hook-up) service even if, for any reason, said vehicle is not actually towed. Please state cost of hook-up service when an actual tow is not used \$_____.

PAYMENT

The City shall not be obligated to pay or reimburse the Contractor for the cost of towing or storage with respect to any towed car unless the vehicle was towed and stored due to an error by the City or its police officer.

The City is not responsible for, and will not act to collect, towing and storage fees from persons whose vehicles are towed in accordance with this contract.

In other words, the charges incurred for this portion of the contract are to be paid by the individual receiving the service. The City will not be responsible for non-payment of bills tendered to the individual.

CALL FREQUENCY

The City does not guarantee that a minimum number of tows will occur. However, if a person involved in an accident does not request a specific towing service, and cannot give consent or is unable or unwilling to give consent the Contractor will be called by the Police Department, and in the case of a vehicle stopped by a police vehicle and needing to be towed the contracted towing service will be called.

The call frequency will average approximately 50 calls per week.

PERSONNEL

The successful Contractor will have in place a procedure wherein the State Police Department of the State of Illinois approves a current list of employees/tow truck drivers for the State Police tows. Contractor agrees that any person to whom the State Police have excepted from the list of allowed tow truck drivers, shall also be excepted from the City tow truck driving list. Further, in the event that Contractor determines that any of his tow truck drivers have been convicted of a felony within the previous five years, Contractor agrees to except such driver from those responding to City of Decatur tows.

INSPECTION

The City shall have the right to thoroughly inspect and investigate the Contractor's establishment, facilities, and equipment at any time during business hours.

Inspection and approval of equipment and facilities by the City of Decatur may be done prior to the award of the contract. Any change or substitution of the equipment or facility shall be subject to the prior written approval of the City of Decatur.

LICENSING

The Contractor shall keep current all required state and city licenses for the operation of said business.

ABANDONED VEHICLES

Abandoned vehicles shall become the responsibility of the Contractor. The City shall not be charged for abandoned vehicle tows and the Contractor shall apply for title under abandoned vehicle regulation as provided by law. The City shall cooperate in providing any available documents or information to Contractor to aid in its application for title.

USE OF REPAIR SHOPS FOR VEHICLES TOWED

Contractor shall not solicit business for any particular vehicle repair shop during the towing process and shall not receive compensation in any form from the vehicle repair shops that may have received vehicles for repair that were towed by the Contractor under the City of Decatur agreement.

CONTRACT ADMINISTRATION

When necessary, meetings will be held between members of the Police Department, the Purchasing Office of the City of Decatur, Counsel for the City of Decatur and the Contractor to discuss the contract. The purpose of this meeting will be to reach a detailed understanding of the Contractor's performance expectations of City policies and procedures in regard to towing.

The rights assured the Contractor by this contract may not be transferred without the written consent of the City, and in the event of change in ownership, management or location of the Contractor's business or storage facilities, this agreement may be terminated and be of no further force and effect at the option of the City.

Prior to the execution of the contract, a walk through by the Police Department will be successfully completed to verify the Contractor's storage lot and evidence storage facilities adequately comply with the needs of the City. The City reserves the right to inspect the facilities if necessary.

CATEGORY TWO

This portion of the bid applies to towing and/or necessary emergency road repairs to any City of Decatur owned, rented or leased vehicle which is out of commission. By way of example, but not limited to, this would include removing wrecked vehicle from accident scene, towing for periodic vehicle auctions, jump starting a vehicle, repairing and changing flat tires, and removing any other publicly owned vehicle in accordance with any ordinance of the City of Decatur or law of the State of Illinois. Vehicles in this category are assumed to be 10,000 GVW and under.

The vehicle will be towed from any location within Macon County at the discretion of the City employee to a location so specified within the City limits of Decatur. By way of example, but not limited to, this would include the Municipal Service Center, Civic Center, Police Department or any other location requested.

BONDING

The Contractor shall provide a blanket fidelity bonding for all employees in an amount not less than \$20,000.

The successful contractor shall provide a performance bond to the City of Decatur for 100% of the amount of this portion of the contract, or \$10,000 (whichever is more) for the term of the agreement.

INSURANCE

The Contractor shall provide general liability insurance with a combined single limit, including bodily injury and property damage, in an amount not less than \$1,000,000 for each occurrence, \$2,000,000 aggregate, which shall name the City as an additional insured. The Contractor shall hold the City harmless for any and all damages to property and/or persons arising out of the performance by Contractor of any of the duties or obligations imposed by this Agreement. Provided, that this hold harmless agreement shall not be applicable to any insurance company by way of subrogation.

The Contractor shall provide automobile liability insurance for any auto with a combined single limit, including bodily injury and property damage, of \$1,000,000, which shall name the City as an additional insured.

The Contractor shall provide workers compensation insurance with statutory limits, and employers liability coverage of not less than \$500,000, in circumstances where such insurance is required by law.

The Contractor shall provide garage keepers legal liability insurance on a direct primary basis for comprehensive and collision perils in an amount not less than \$100,000, with a deductible not exceeding \$500, which shall name the City as an additional insured.

The Contractor shall provide certificates of insurance that evidence all of the coverages required in this set of specifications. Insurance by agreement clause will not be accepted.

PAYMENT

Charges for the services performed in this category will be paid by the City. The successful Contractor shall submit an itemized fee schedule of towing and storage fees and additional charges labeled Exhibit C.

CALL FREQUENCY

The City does not guarantee that a minimum number of tows will occur.

The call frequency will average approximately one per week.

EMERGENCY ROAD SERVICE

All tires will be supplied by the City. Emergency road service includes, but is not limited to, jump starting of City of Decatur vehicles, winch work, changing of flat tires.

DAMAGES

The Contractor is strictly liable for any and all damages caused by towing company to City property.

NOTE: NO SUB-CONTRACTORS ARE ALLOWED ON ANY PORTION OF THIS CONTRACT.

All general information, Standard Terms and Conditions, Special Terms and Conditions, and basic specification requirements are applicable to both Category One and Category Two of this bid.

EVALUATION CRITERIA

The following factors will be used to evaluate each bid:

- 1) Technical capability of the bidder to accomplish the scope of the work required in this Invitation For Bid. This includes performance history on past and current government or industrial contracts and responsiveness in understanding and stating of the work to be done, this also includes customer service history as well.
- 2) Demonstrated availability of the manpower necessary, (both supervisor and operational personnel), facilities, and necessary equipment to accomplish the scope of work in the Invitation For Bid.
- 3) Cost factors and financial capability of the bidder to perform in accordance with the bid requirements, evidenced with financial position and resources that assures the ability to complete the contract at the prices offered.

PLEASE NOTE: During the evaluation phase of the Invitation For Bid the City will perform a thorough review of bidder's towing operation, may perform an on-site inspection of bidder's tow trucks and facility, and may request a financial statement or annual report in order to determine the stability of business.

BIDDER'S PROPOSAL

TO: Purchasing Supervisor, City of Decatur

I, WE _____, propose to furnish towing services in accordance with noted specifications with deviations (if any) and to accept in compensation therefore the price indicated below.

WE ARE BIDDING:

	<u>Bid Per Tow</u>		<u>Estimated Tows per Yr.</u>		<u>Extension</u>
A. Police Department Authority (submit schedule for additional charges involved such as: winching, dollies, storage, etc.) and label as Exhibit B	\$ _____	x	2500	=	\$ _____ Subtotal A

TOTAL – Police Department Authority Tows x 3 \$ _____
(Total for 3 years)

B. City Owned (submit schedule for additional charges involved such as: winching, dollies, lock outs, flat tires, service calls, etc.) and label as Exhibit C	\$ _____	x	100	=	\$ _____ Subtotal B
--	----------	---	-----	---	-------------------------------

C. Storage Bay (Yearly)	\$ _____	x	60 (estimated no. of days)	=	\$ _____ Subtotal C
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TOTAL – (City Owned & Storage) (B + C) x 3 \$ _____
(Total for 3 years)

REJECTION/AWARD

The City of Decatur reserves the exclusive right to reject any or all bids and to accept that bid, if any, deemed to be in the best interest of the City.

DEADLINE

Sealed quotations are due on July 2, 2019 until 4:00 p.m. at the Purchasing Office, 1st floor, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523.

BID IDENTIFICATION

Mark outside of bid envelope "SEALED QUOTE FOR TOWING SERVICE".

Contractor should make additional copies of this form as necessary. All current employees as well as any new hires are required to complete this form and provide it to the Decatur Police Department before any tows are made by the successful Contractor.

AUTHORITY TO RELEASE INFORMATION
TO CITY OF DECATUR, ILLINOIS

I, _____, **(print name)**, hereby authorize release as directed of this information so that my criminal record will be checked by members of the Decatur Police Department and that award of the towing contract with the City may be denied based upon results that my criminal history can be determined.

(Please clearly print all information)

Last Name _____ First Name _____

Middle Initial _____ Birth Date _____ Race _____

Address _____

City _____ State _____ Zip _____

Telephone (Work) _____ (Home) _____

Signed _____

Date _____

Witness _____

Date _____

BIDDER'S QUESTIONNAIRE

INFORMATION

Bidder(s) shall submit the following information with their bid. A detailed description of their equipment, facilities and personnel currently available for use in rendering services of any resulting contract. Information to include:

- A. Location of storage lot.
- B. Security feature of storage lot.
- C. If storage lot lease, the terms of the lease and the name and address of the lessor.
- D. Size of storage lot.

1. List your local business address.

Contact _____ Phone _____

2. List location from which your tow trucks are dispatched.

Contact _____ Phone _____

3. List location of your storage lot.

Contact _____ Phone _____

Open hours _____ to _____

4. List security features at storage lot.

5. List size of storage lot.

6. List number of storage lot attendants. _____

7. List tow trucks available for towing vehicles on this contract (use additional paper if necessary).

a) Mfg. _____ Model _____

Equipment _____

Weight Capacity _____

Number Available _____

b) Mfg. _____ Model _____

Equipment _____

Weight Capacity _____

Number Available _____

c) Mfg. _____ Model _____

Equipment _____

Weight Capacity _____

Number Available _____

d) Mfg. _____ Model _____

Equipment _____

Weight Capacity _____

Number Available _____

8. List three (3) references for whom you have held towing contracts (government preferred).

Reference	Contact	Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

9. Insurance - provide name of insurance carriers that provide coverage for your company:

Liability _____

Contact _____ Phone _____

Bonding _____

Contact _____ Phone _____

10. What is number of salaried employees within your company? _____

11. List the name, date of birth (DOB) and social security number (SSN) for all company owners.

Name	DOB	SSN
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

12. List three credit references who do business with your company on an on-going or frequent basis.

Reference	Phone
_____	_____
_____	_____
_____	_____

BID SIGNATURE PAGE

If a Corporation

Corporate Name _____

By Registered Agent: _____
Signature (please sign in ink) Print Name

Business Address: _____
Street _____
City State Zip
Area Code Telephone Number

Name of Officers: _____
President Address
Vice President Address
Secretary Address
Treasurer Address

Sole Proprietor

Firm Name _____

Signature of Bidder: _____
Signature (please sign in ink) Print Name

Business Address: _____
Street _____
City State Zip
Area Code Telephone Number

If a Partnership

Firm Name _____

By: _____
Signature (please sign in ink) Print Name

Business Address: _____
Street _____
City State Zip
Area Code Telephone Number

Name of all
Members of Firm
Name Address
Name Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)

) SS.

COUNTY OF _____)

_____, BEING FIRST DULY

SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of _____, the Bidder that has submitted the attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Decatur, Illinois, or any person interested in the proposed contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Title

Subscribed and sworn to before me this _____ day of _____,
20____.

Notary Public

Title

My Commission expires _____.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance 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 cancelled 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 underutilization.

(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 thereunder.

(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.

TERMS & CONDITIONS

001 GENERAL INFORMATION

The enclosed specifications constitute the complete set of specification requirements and bid forms. Bidders should thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents. Each bidder by making a bid represents that the bidder has read and understood the bidding documents and has bid in accordance therewith. Failure on the part of the bidder to comply with all of the instructions could result in the bid being disqualified.

The bid is to be filled out entirely, signed and the entire document sealed in an envelope with the bid number and title on the outside and mailed or delivered in person to the Purchasing Division on or before the specified time.

For information concerning this bid please contact:

City of Decatur
Purchasing & Internal Services Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196
(217) 424-2762

002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by the City of Decatur. NO OTHER FORMS WILL BE ACCEPTED. Bids not submitted on the attached bid form shall be rejected. Bid proposals or vendor quotation forms will not be accepted. The form should be filled out in ink or typewritten. (Do not include more than one bid per envelope).

Extreme care should be taken in completing the bid form, including proper bid identification as it becomes the actual contract if you are awarded the bid. When necessary this form may contain any trade-in information. This form can also be used to provide an alternate proposal so long as it meets the technical specification. If you fail to name a substitute it will be assumed that you are bidding on the commodities or service identical to the bid standard.

003 BID IDENTIFICATION

Once your bid is completed it should be placed in an envelope and sealed. It is the bidders responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The exception would be for an informal quotation - the due date and item description should appear on the envelope.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope.

004 BID SIGNATURE

The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone as well as electronically submitted bids such as emails, texts, etc. are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed and emailed.

006 F.O.B. POINT

All prices quoted herein will be on an F.O.B. Destination basis: Decatur, Illinois. Bid proposals showing other than F.O.B. Destination will not be accepted. Exact delivery location of building will be indicated on the purchase order.

007 DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order in space provided. Delivery shall be Monday thru Friday, 8:00 a.m. to 4:00 p.m. excluding City of Decatur holidays.

008 FREEDOM OF INFORMATION ACT

Effective January 1, 2010: All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

009 DURATION OF AGREEMENT

Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

010 PROTECTION AGAINST PRICE INCREASE

The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.

011 QUANTITIES

The City of Decatur specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder. The City reserves the right to purchase additional quantities at the price bid for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be noted "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months unless otherwise stated.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

013 BID CONTACT

Direct contact with City Departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Supervisor or designated representative.

014 QUALIFICATIONS OF BIDDER

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

015 WARRANTY

The successful bidder shall fully warranty all goods and services proposed against defects. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace same at no cost to the City immediately upon notice.

If an extended warranty beyond one year is required, the period of time will be specified.

All equipment supplied shall contain complete maintenance instructions and parts list.

016 NON-COLLUSION

The bidder must completely fill out the non-collusion affidavit attached and have it properly notarized.

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is default on any obligation (ie: payment of taxes, license or other monies) to the City.

018 ADDENDA & CHANGES

Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletions, clarification or corrections. During the course of a Invitation to Bid procedure changes may take place affecting the terms and conditions or the specifications of the bid.

If this is the case, a written addendum will be sent certified mail to all vendors who received the Invitation to Bid. The addendum will be on green colored paper.

020 LATE BIDS

The bid time will be and must be carefully observed. The responsibility of getting the bid to the City of Decatur Purchasing Division on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Purchasing Division after the time and date specified for opening must be rejected unopened, except in those rare cases where a bid has been misplaced or mishandled after receipt. Late bids will be returned unopened to the bidder along with a letter notifying the bidder the bid was automatically disqualified because of being declared late.

021 CHANGES, ALTERATIONS & ERASURES

All changes, alterations and erasures made by the bidder prior to submission of the bid must be initialed by the bidder in ink next to such change, alteration or erasure.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. In case of mistakes between unit price and the extension, the unit price shall govern.

023 BID ERRORS

Your bid is your firm offer to enter into contract with the City of Decatur. However, if an error is discovered you must notify the Purchasing Supervisor immediately.

Changes & Withdrawals Prior to Bid Opening - If the bidder wants to withdraw the bid, a written request must be submitted prior to the specified bid opening. The written request must be specific as to the errors and under no circumstances will changes in the bid be allowed.

Changes & Withdrawals After Bid Opening - After the bid opening, but before the awarding of a contract, a bidder may request withdrawal of its bid. This must be done in writing within two business days after the bid opening procedures. The bid can be withdrawn only on the grounds an obvious mistake can be documented by such things as vendor work sheets, supplier quotes, etc. If a bid bond was tendered with this bid, the City of Decatur will exercise its right of collection. If a bid is withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

024 TIE BIDS

A tie bid occurs when two or more bids received are for the same unit price and are of equal quality. In the case of a tie bid consideration will be given to past performance of the vendor, locality, delivery time, etc.

025 BID TABULATION

Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid. Every effort will be made to mail the tabulation in a timely manner. Bid tabulations will not be provided by telephone.

026 POSTING OF TABULATION

Bid tabulations with recommended awards will be posted for review by interested persons at the Purchasing Office prior to the submission through the appropriate approval process to the City Council, for award and will remain posted for a period of 72 hours.

027 MAINTAINING BID STATUS

To be retained on the active bidders list, bidders MUST respond to the Invitation to Bid. To protect your status as an active bidder, please complete and return the bid proposal form indicating a "NO BID" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

028 BID EVALUATION

The bids are carefully examined by the Purchasing Division as well as the user department(s). The low bid must meet any surety requirements and technical specifications that are required. Bids may be disqualified for failure of the commodity or service offered to meet the specifications in the Invitation to Bid. Unbiased judgment is used when making a recommendation.

029 BID AWARD

The contract will be awarded to the lowest and best responsive and responsible bidder meeting specifications. A responsible bidder is one whose reputation, past performance, business and financial capabilities are judged by the City to be capable of satisfactorily performing contractual obligations.

030 REJECTION OF BIDS

Failure on the part of the bidder to comply with the instructions may result in bid rejection and/or cancellation of orders without liability to the City. The City may however reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid. The City may also waive any informalities or irregularities in any bid.

031 NOTICE TO PROCEED

A signed purchase order will be the Contractor's authorization to proceed.

032 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for an additional 12 months if agreed to in writing by both parties at least thirty days prior to the termination of the last year of the contract. Renewal of this contract shall be subject to appropriation of funds by the City Council.

033 AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

034 TERMINATION OF CONTRACT

The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.

The City of Decatur reserves the right to terminate the contract without showing cause upon giving a 30 day written notice to supplier.

035 PACKING LIST

Packing lists showing the City of Decatur purchase order number must be furnished with each shipment.

036 PAYMENT & INVOICES

Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to the City of Decatur, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit and total price as stated on the purchase order. All invoices must include the purchase order number. The City issues payment for invoices on the first business day of each month for all invoices received the previous month.

037 PARTIAL PAYMENT

Partial payments are normally not made. The exception is when a long delay is expected for back orders after the majority of the order is complete. The long delay must be noted in the bid. Partial billing will be accepted only after the approval of the Purchasing Supervisor. Back orders should be noted on the invoice submitted.

038 TAXES

The City of Decatur does not pay Federal Excise and State Sales tax. See exemption number on face of purchase order. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the City for their purchase of goods or services, used in work or goods supplied to the City.

039 PUBLIC RECORD

Once the bid is awarded it will become a public document. The bid documents may be viewed after filling out the required Freedom of Information paperwork. The files may be examined during normal business hours by appointment. If copies of the documents are desired there will be a minimal fee charged to cover the photocopy costs.

040 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiled Statutes), all suppliers of products deemed to be toxic in substance, as published annually in the Illinois Register are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

041 FAIR EMPLOYMENT PRACTICES

The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause attached hereto and marked "Exhibit A".

042 LICENSES & PERMITS

It shall be the responsibility of the successful bidder to obtain at no additional cost to the City of Decatur any and all licenses and permits required to complete this bid. These licenses and permits shall be readily available for review by the Purchasing Supervisor or designated representative.

046 BID BONDS/DEPOSITS

Each bid must be accompanied by a bid bond or deposit amounting to five percent (5%) of the total bid. Bid deposits are in the form of a Bank Cashiers Check, Certified Check, or Bid Bond made payable to the City of Decatur. Unsuccessful bidders will have their deposits returned within ten (10) days, after either the contract is awarded or the purchase order is accepted by the successful bidder. If the successful bidder fails to deliver as indicated in the Invitation to Bid, does not enter into the contract or fails to accept the purchase order, the City of Decatur shall be entitled to retain the deposit to rectify the bidders unacceptable performance. In other words the bid deposit will be forfeited to the City.

047 PERFORMANCE BOND

The successful bidder shall furnish an annual performance bond in connection with the contract to protect the City of Decatur from loss due to the bidders inability to complete the agreed upon contract annually. Performance bonds are equal to one hundred percent (100%) of the total amount of the bids for each year of the contract.. Performance bonds will be forfeited to the City of Decatur should the successful bidder fail to comply with the terms and conditions established in the specifications and the award. Performance bonds will be held until all contractual obligations are met to the satisfaction of the City of Decatur.

In a bid where a Bid Bond and a Performance Bond are required, the City of Decatur will return the Bid Bond upon receiving the Performance Bond. Under no circumstances shall the successful bidder start work until he/she has supplied the City of Decatur a Performance Bond. If the successful bidder fails to supply a Performance Bond as specified in the bid, the City shall be entitled to retain the bid deposits to remedy the bidder's unacceptable performance.

048 CERTIFICATE OF INSURANCE

The contractor, prior to the execution of the contract, shall obtain and keep in force during the performance of any and all work under this contract, the following insurance coverages, provided by companies acceptable to the City and authorized to transact business in the state of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have a financial rating of VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverages may be specified by a special condition elsewhere in the contract.

WORKERS COMPENSATION and EMPLOYERS LIABILITY:

Workers compensation insurance shall be provided according to the provisions of the Illinois Workers Compensation Act, as amended.

Employers Liability

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

COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products – Completed Operations	\$2,000,000
Each Occurrence Limit	\$1,000,000

Insurance shall be written on an occurrence form and shall provide coverage for: operations of the contractor, subcontractors (if any), broad form property damage, contractual liability and the hazards of explosion, collapse and underground (if appropriate). An Umbrella policy may be used to provide excess limits over underlying policy(ies) to meet the required limits of coverage.

COMMERCIAL AUTOMOBILE LIABILITY:

Bodily Injury & Property Damage, Combined Single Limit	\$1,000,000
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The policy shall cover owned, nonowned, and hired vehicles.

CERTIFICATE:

Upon request the contractor shall file with the City certified copies of all insurance policies and all accompanying endorsements. The contractor shall supply certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. The certificate of insurance shall include the City of Decatur, its officers and employees as an additional insured. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

NOTICE:

It shall be an affirmative obligation upon the contractor to advise the City's Purchasing Division at Fax No. (217)-424-2772, or mail to Purchasing, #1 Gary K. Anderson Plaza, Decatur, IL 62523, within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the contract.

049 HOLD HARMLESS CLAUSE

The contractor will hold the City harmless from all claims, suits, actions, damages or causes of action in any way arising during the term of the agreement, including reasonable attorney's fees for any personal injury, loss of life or damage to person or property sustained by reason of or as a result of the products or services supplied. Contractor's insurance will be primary.

Project Name: Towing Services Bid Date: July 2, 2019 Time: 4:00 p.m.				Dass Enterprises of Springfield dba Shaner's Towing Decatur, IL		Prairieland Towing, Inc. Decatur, IL	
	Description	Est. Qty.	Unit	Unit Price	Total	Unit Price	Total
	A. Police Department Authority Tows	2,500		\$70.00	\$175,000.00	\$75.00	\$187,500.00
	B. City Owned	100		\$0.00	\$0.00	\$0.00	\$0.00
	C. Storage bay (yearly)	60	days	\$0.00	\$0.00	\$0.00	\$0.00

Subtotals	\$175,000.00	\$187,500.00
Total for 3 years	\$525,000.00	\$562,500.00

BIDDER'S PROPOSAL

TO: Purchasing Supervisor, City of Decatur

I, WE Prairieland Towing, Inc., propose to furnish towing services in accordance with noted specifications with deviations (if any) and to accept in compensation therefore the price indicated below.

WE ARE BIDDING:

	<u>Bid Per Tow</u>		<u>Estimated Tows per Yr.</u>		<u>Extension</u>
A. Police Department Authority (submit schedule for additional charges involved such as: winching, dollies, storage, etc.) and label as Exhibit B	\$ <u>75.00</u>	x	2500	=	\$ <u>187,500.00</u> Subtotal A

TOTAL – Police Department Authority Tows x 3 \$ 562,500.00
(Total for 3 years)

B. City Owned (submit schedule for additional charges involved such as: winching, dollies, lock outs, flat tires, service calls, etc.) and label as Exhibit C	\$ <u>0</u>	x	100	=	\$ <u>0</u> Subtotal B
--	-------------	---	-----	---	---------------------------

C. Storage Bay (Yearly)	\$ <u>0</u>	x	60 (estimated no. of days)	=	\$ <u>0</u> Subtotal C
----------------------------	-------------	---	----------------------------	---	---------------------------

TOTAL – (City Owned & Storage) (B + C) x 3 \$ 0
(Total for 3 years)

Exhibit B to Bidder's Proposal
Additional Charge for Category One Towing Services

<u>SERVICE</u>	<u>PRICE</u>
Towing (city limits)	\$75.00
Flatbed Hauling.....	\$85.00
Heavy Duty Tow Vehicle	\$400.00
Medium Duty Wrecker	\$150.00
Winching (per half hour)	
Light.....	\$100.00
Medium	\$125.00
Heavy	\$300.00
Recovery (per half hour)	
Light.....	\$150.00
Medium	\$200.00
Heavy	\$400.00
Lock-outs	\$40.00
Gasoline Calls (plus price of gasoline)	\$40.00
License Plate Removal.....	\$10.00
Labor (per half hour)	
Light.....	\$50.00
Heavy	\$75.00
Tow-Cancelled after hook-up	\$40.00
Go Jack Dollies.....	\$50.00
Linkage Drop	\$15.00
Air (per tire)	\$15.00
Clean Up (per half hour)	\$50.00
Oil Dry (per bag).....	\$30.00
Drive Shaft Removal (per half hour)	
Light.....	\$50.00
Heavy	\$150.00
Window wrap.....	\$10.00 per window, if needed
Garbage bags.....	\$5.00 per bag, if needed
Storage – Regular	\$25.00 per day
(per day or portion thereof)	
Storage – Semi Tractor Trailers	
(per day or portion thereof)	
Tractor or Trailer.....	\$75.00 per day
Tractor and Trailer	\$150.00 per day

Exhibit C to Bidder's Proposal
Additional Charges for Category Two Towing Service

<u>SERVICE</u>	<u>PRICE</u>
Heavy Duty Tow Vehicle (per hour) (estimated usage is one hour per call)	\$250.00 plus \$150.00 per hour labor, if needed
Medium Duty Tow Vehicle (per hour) (estimated usage is one hour per call)	\$115.00 plus \$100.00 per hour labor, if needed

BIDDER'S QUESTIONNAIRE

INFORMATION

Bidder(s) shall submit the following information with their bid. A detailed description of their equipment, facilities and personnel currently available for use in rendering services of any resulting contract. Information to include:

- A. Location of storage lot.
- B. Security feature of storage lot.
- C. If storage lot lease, the terms of the lease and the name and address of the lessor.
- D. Size of storage lot.

1. List your local business address.

2902 N. Woodford Street, Decatur, IL 62526

Contact Chad Richards Phone 217-872-4665

2. List location from which your tow trucks are dispatched.

2902 N. Woodford Street, Decatur, IL 62526

Contact Chad Richards Phone 217-872-4665

3. List location of your storage lot.

2902 N. Woodford Street, Decatur, IL 62526

Contact Chad Richards Phone 217-872-4665

Open hours 24 hour days - seven days a week 52 weeks/year

4. List security features at storage lot.

8 foot fence surrounding lot with razor and barbed wire

Single entrance (monitored)

Attendant on duty 24 hours/day

5. List size of storage lot.

520' x 1040'

6. List number of storage lot attendants. 6

7. List tow trucks available for towing vehicles on this contract (use additional paper if necessary).

SEE ATTACHED

a) Mfg. _____ Model _____

Equipment _____

Weight Capacity _____

Number Available _____

b) Mfg. _____ Model _____

Equipment _____

Weight Capacity _____

Number Available _____

c) Mfg. _____ Model _____

Equipment _____

Weight Capacity _____

Number Available _____

d) Mfg. _____ Model _____

Equipment _____

Weight Capacity _____

Number Available _____



2902 N Woodford St. P.O. BOX 25198 Decatur, IL 62525

Trucks-

Truck A- 2017 Ford F-650 Car Carrier 21ft Steel bed 12,000lbs capacity

Truck B- 2016 Ford F-550 4x4 Car Carrier 19ft Aluminum bed 10,000lbs capacity with side-pull recovery winch.

Truck C- 2016 Ford F-550 4x4 Car Carrier 19ft Aluminum bed 10,000lbs capacity with side-pull recovery winch.

Truck D- 2017 Ford F-450 4x4 Wrecker Vulcan 810 Intruder 4,000lbs capacity with recovery winch.

Truck E- 2017 Ford F-450 4x4 Wrecker Vulcan 810 Intruder 4,000lbs capacity with recovery winch.

Truck F- 2017 Ford F-550 4x4 Wrecker Vulcan 892 6,000lbx capacity with dual line recovery winch.

Truck G- 1994 Kenworth Semi Wrecker Century 5030 30ton capacity with dual line recovery winch.

8. List three (3) references for whom you have held towing contracts (government preferred).

Reference	Contact	Phone
1. <u>U.S. Postal Service</u>	<u>Dwight</u>	<u>217-788-7241</u>
2. <u>Chicago Motor Club AAA</u>	<u>Vince Milazzo</u>	<u>630-328-7291</u>
3. <u>Newell's Autobody</u>	<u>Todd Newell</u>	<u>217-877-7632</u>

- 9. Insurance - provide name of insurance carriers that provide coverage for your company:**

Liability Amguard Ins. Company

Contact Gene @ Pacific General Phone 630-515-0090

Bonding Amguard Ins. Company

Contact Gene @ Pacific General **Phone** 630-515-0090

10. What is number of salaried employees within your company? 1

11. List the name, date of birth (DOB) and social security number (SSN) for all company owners.

Name	DOB	SSN
Chad Richards	[REDACTED]	[REDACTED]

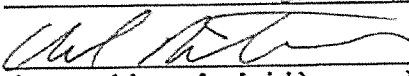
12. List three credit references who do business with your company on an on-going or frequent basis.

Reference	Phone
<u>Zips Truck Equipment (Lon Schlader)</u>	<u>847-687-2356</u>
<u>Newell's Autobody</u>	<u>217-877-7632</u>
<u>Wilson's Garage</u>	<u>217-424-0661</u>

BID SIGNATURE PAGE

If a Corporation

Corporate Name Prairieland Towing, Inc., an Illinois corporation

By Registered Agent:  Chad Richards

Business Address: Signature (please sign in ink) Print Name
2902 North Woodford Street
Street
Decatur IL 62526
City State Zip
217 872 4665
Area Code Telephone Number

Name of Officers: Chad Richards, 2902 N. Woodford Str, Decatur, IL 62526

<u>President</u>	<u>Address</u>
<u>Same</u>	
<u>Vice President</u>	<u>Address</u>
<u>Same</u>	
<u>Secretary</u>	<u>Address</u>
<u>Same</u>	
<u>Treasurer</u>	<u>Address</u>

Sole Proprietor

Firm Name _____

Signature of Bidder: _____

Business Address: Signature (please sign in ink) Print Name
Street
City State Zip
Area Code Telephone Number

If a Partnership

Firm Name _____

By: _____

Business Address: Signature (please sign in ink) Print Name
Street
City State Zip
Area Code Telephone Number

Name of all
Members of Firm

<u>Name</u>	<u>Address</u>
<u>Name</u>	<u>Address</u>

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

Chad Richards, BEING FIRST DULY
SWORN, says that:

1) He is (Owner, ~~Partner~~, ~~Officer~~, ~~Representative~~ or ~~Agent~~) of
Prairieland Towing, the Bidder that has submitted the
attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to
submit a collusive or sham bid in connection with the contract for which the attached bid has
been submitted or to refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by agreement, or collusion or communication or conference with
any other bidder, firm or person to fix the price or prices in the attached bid or of any other
bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other
bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any
advantage against the City of Decatur, Illinois, or any person interested in the proposed contract;
and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any
of its agents, representatives, owners, employees, or parties in interest, including this affiant.

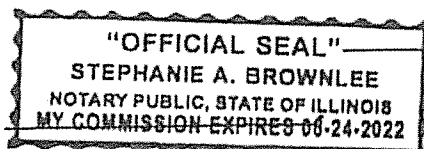
Chad Richards
Owner

Title

Subscribed and sworn to before me this 2 day of July,
2019.

Stephanie A. Brownlee

My Commission expires



Notary Public
Title



CERTIFICATE OF LIABILITY INSURANCE

PRAIRIE OP ID: CM

DATE (MM/DD/YYYY)

07/02/2019

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 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 Pacific General Ins. Agcy Inc. 210 Quail Ridge Lane Westmont, IL 60559 PATRICK A. MURPHY		CONTACT NAME: CUSTOMER SERVICE DEPARTMENT PHONE (A/C No. Ext.): 630-515-0090 FAX (A/C No.): 630-515-0096 E-MAIL ADDRESS: SERVICE@PACIFICGENERALINSURANCE.COM		
INSURED Prairieland Towing, Inc. 2902 N. Woodford Street Decatur, IL 62525		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: AMGUARD INSURANCE COMPANY		42380
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSUR (INSR / WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY		K2GP005911	04/26/2019	04/26/2020	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3,000,000
	☒ POLICY ☐ PROJECT ☐ LOC					PRODUCTS - COMPROP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY		K2GP005911	04/26/2019	04/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	☐ UMBRELLA LIAB ☐ OCCUR					EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$
	☐ COED ☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
A	GARAGEKEEPER LEGAL		K2GP005911	04/26/2019	04/26/2020	E.L. DISEASE - POLICY LIMIT \$ 150,000
A	ON-HOOK / CARGO		K2GP005911	04/26/2019	04/26/2020	75K MIN 150K MAX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

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

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CERTIFICATE OF LIABILITY INSURANCE

PRAIRIE OP ID: GN

DATE (MM/DD/YYYY)

07/01/2019

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 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 Pacific General Ins. Agcy Inc. 210 Quail Ridge Lane Westmont, IL 60869 PATRICK A. MURPHY	CONTACT NAME: CUSTOMER SERVICE DEPARTMENT PHONE (A/C No. Ext): 630-515-0090 FAX (A/C No.): 630-515-0096 E-MAIL ADDRESS: SERVICE@PACIFICGENERALINSURANCE.COM INSURER(S) AFFORDING COVERAGE INSURER A: AMGUARD INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED PrairieLand Towing, Inc. 2902 N. Woodford Street Decatur, IL 62525	NAIC # 42380

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC		K2GP005911	04/26/2019	04/26/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		K2GP005911	04/26/2019	04/26/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A			WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	GARAGEKEEPER LEGAL		K2GP005911	04/26/2019	04/26/2020	150,000
A	ON-HOOK / CARGO		K2GP005911	04/26/2019	04/26/2020	75K MIN 150K MAX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY AS TO THE OPERATIONS PERFORMED ON BEHALF OF THE ADDITIONAL INSURED BY THE NAMED INSURED.
FAX# 217-424-2772 PNCBRI@DECATORIL.GOV

CERTIFICATE HOLDER CITYDEC CITY OF DECATUR 1 GARY K ANDERSON PLAZA DECATUR, IL 62523	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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BIDDER'S PROPOSAL

TO: Purchasing Supervisor, City of Decatur

I, WE SHANER'S TOWING, propose to furnish towing services in accordance with noted specifications with deviations (if any) and to accept in compensation therefore the price indicated below.

WE ARE BIDDING:

	<u>Bid Per Tow</u>		<u>Estimated Tows per Yr.</u>		<u>Extension</u>
A. Police Department Authority (submit schedule for additional charges involved such as: winching, dollies, storage, etc.) and label as Exhibit B	\$ <u>70.00</u>	x	2500	=	\$ <u>175,000.00</u> Subtotal A

TOTAL – Police Department Authority Tows x 3 \$ 525,000.00
(Total for 3 years)

B. City Owned (submit schedule for additional charges involved such as: winching, dollies, lock outs, flat tires, service calls, etc.) and label as Exhibit C	\$ <u>0</u>	x	100	=	\$ <u>0</u> Subtotal B
---	-------------	---	-----	---	----------------------------------

C. Storage Bay (Yearly)	\$ <u>0</u>	x	60 (estimated no. of days)	=	\$ <u>0</u> Subtotal C
----------------------------	-------------	---	----------------------------	---	----------------------------------

TOTAL – (City Owned & Storage) (B + C) x 3 \$ 0
(Total for 3 years)

Exhibit B - Shaner's Towing

Tow Rates	
Light Duty	\$70
Flatbed	\$85
Motorcycles	\$50 additional charge
Medium Duty	\$130 per hr. port to port
Heavy Duty	\$300 per hr. port to port

Storage per day	
Light Duty	\$25
Medium Duty (Single Equipment)	\$75
Heavy Duty (Tractor & Trailer)	\$150

Winching	
Light duty	\$75 Minimum Fee
Medium duty	\$100 per hr.
Heavy Duty	\$300 per hr.

Other Rates	
Go Jack	\$25 per pair
Clean Up (Plus Material)	\$50 Minimum Fee
Key Retrieval in town	\$15
Drive Shaft - Light/Medium Duty	\$50*
Drive Shaft - Heavy Duty	\$100*
*Drive Shaft reinstall Extra Fee	
Administration Fee**	\$25

******(per state Law 770 IL CS45) only will charge if car has a lienholder and remains in our possession longer than 12hrs

Private Property Rates	
Light/Medium Duty Tow	\$170
Heavy Duty Tow	\$250

Labor standby time	
Light Duty	\$100 per hr.
Medium Duty	\$150 per hr.
Heavy Duty	\$200 per hr.

Rollover & Recovery	
Light duty rollover	\$150 per hr.
Medium duty	\$200 per hr.
Heavy Duty	\$400 per hr.

Service Calls	
<i>Lockout/Tire Change/Jumpstart/Fuel Delivery</i>	
Light Duty	\$50*
Medium Duty	\$100*
Heavy Duty	\$150*
<i>* on fuel deliveries plus cost of fuel</i>	

BIDDER'S QUESTIONNAIRE

INFORMATION

Bidder(s) shall submit the following information with their bid. A detailed description of their equipment, facilities and personnel currently available for use in rendering services of any resulting contract. Information to include:

- A. Location of storage lot.
- B. Security feature of storage lot.
- C. If storage lot lease, the terms of the lease and the name and address of the lessor.
- D. Size of storage lot.

1. List your local business address.

3696 GREENSWITCH ROAD, DECATUR, ILLINOIS 62526

Contact JAMES TUCKER Phone (217) 875-2200

2. List location from which your tow trucks are dispatched.

3696 GREENSWITCH ROAD, DECATUR, ILLINOIS 62526

Contact JAMES TUCKER Phone (217) 875-2200

3. List location of your storage lot.

3696 GREENSWITCH ROAD, DECATUR, ILLINOIS 62526

Contact JAMES TUCKER Phone (217) 875-2200

Open hours 9AM to 6PM

4. List security features at storage lot.

ALARM SYSTEM

SECURITY CAMERAS

5. List size of storage lot.

10.8 ACRE LOT WITH PLENTY OF ROOM TO EXPAND

6. List number of storage lot attendants. CURRENTLY - 0, BUT IF BID IS ACCEPTED - 1

7. List tow trucks available for towing vehicles on this contract (use additional paper if necessary).

a) Mfg. SEE ATTACHED Model

Equipment

Weight Capacity

Number Available

b) Mfg. Model

Equipment

Weight Capacity

Number Available

c) Mfg. Model

Equipment

Weight Capacity

Number Available

d) Mfg. Model

Equipment

Weight Capacity

Number Available

8. List three (3) references for whom you have held towing contracts (government preferred).

Reference	Contact	Phone
1. <u>CITY OF SPRINGFIELD</u>	<u>KRIS RHODES</u>	<u>(217) 788-8325</u>
2. <u>SANGAMON COUNTY SHERIFF</u>	<u>ANTHONY MAYFIELD</u>	<u>(217) 753-6600</u>
3. <u>IL STATE POLICE DIST. 9</u>	<u>RYAN MOTT</u>	<u>(217) 786-6677</u>

9. Insurance - provide name of insurance carriers that provide coverage for your company:

Liability AMERICAN GUARANTEE & LIABILITY

Contact JOSH DAUGHTERY Phone (847) 230-3274

Bonding THE OHIO CASUALTY INSURANCE COMPANY

Contact JOSH DAUGHTERY Phone (847) 230-3274

10. What is number of salaried employees within your company? 4

11. List the name, date of birth (DOB) and social security number (SSN) for all company owners.

Name	DOB	SSN
<u>SHANE MCDERMITH</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

SHANER'S TOWING

3696 GREENSWITCH ROAD
DECATUR, ILLINOIS 62526

MAKE	EXTENDED CAB	YEAR	CAPACITY	TYPE
Chevrolet 5500		2005	10,000	Rollback
International 4700		2000	10,000	Rollback
Freightliner M2		2005	18,000	Rollback
Freighliner M2 – Sidewinder	✓	2009	20,000	Rollback
Freightliner FL70	✓	1998	20,000	Rollback
Ford F750	✓	2012	20,000	Rollback
International 4300	✓	2007	20,000	Rollback
International 4400 – Sidewinder	✓	2011	20,000	Rollback
Freightliner FL60	✓	2000	12 Ton	Wrecker
Freightliner	✓	2006	16 Ton	Wrecker
Peterbuilt 385		2001	20 Ton	Wrecker
Peterbuilt 378		2001	30 Ton	Wrecker
Kenworth T800		1998		Tractor
Freightliner Columbia Day Cab		2004		Tractor
45' Landall		2015	10 Ton	Trailer
52' Landall		2001	35 Ton	Trailer
53' Dry Van Semi Trailer				Trailer
Trailer Dolly (pup)				
John Deer 325 Skid Steer				
Bobcat 751 Skid Steer				
International Roll Off Dumpster Truck				
2 – 20 Yard Dumpsters				
Ford Ranger		2009		Service Truck
Ford Transit		2010		Service Truck
Ford Transit		2013		Service Truck
Chevrolet 1500		2002		Service Truck
Ford F350		2000		Service Truck



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2019

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 Lamb, Little & Co 1101 Perimeter Drive Suite 500 Schaumburg IL 60173	CONTACT NAME Corinne Burnett
	PHONE (A/C No. Ext.) 847-230-3274 FAX (A/C No.) 847-398-7077
	E-MAIL ADDRESS cburnett@lamblittle.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Sirius America Insurance Company NAIC # 38776
	INSURER B: American Guarantee & Liability 71129
	INSURER C: Great American Alliance Ins. 26832
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 241088625 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		CPO1841131	6/28/2019	6/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ On Hook		CPO1841131	6/28/2019	6/28/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ On Hook Limit \$ 150,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$.0		UME187636	6/28/2019	6/28/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
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 ☐ N/A	WC2281	12/11/2018	12/11/2019	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Garagekeepers		CPO1841131	6/28/2019	6/28/2020	Limit
B	Motor Truck Cargo		CPO1841131	6/28/2019	6/28/2020	Limit 150,000/1000 Ded 150,000/2500 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1998 Freightliner Conventional FL70 VIN#1FV6HJBA1WH908980
2005 Chevrolet 550 VIN#1GBE5C1245F522762
2006 Kenworth Construction T300 VIN#2NKMZ7X08M150993
1998 Kenworth Construction T800 VIN#1XKDDU9X4WR77383
2012 Ford F750 VIN#3FRWX7FK7CV478809
2001 Peterbilt 378 VIN#1XPFD9X31N555465
2003 International 4000 4400 VIN#1HTMKADN73H588723
1995 GMC Sierra VIN#1GDHK34K5SE504393
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Dass Enterprises of Springfield dba Shaners Towing of Springfield
2815 N Dirksen Parkway
Springfield IL 62702

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Jamb, Little & Co		NAMED INSURED Dass Enterprises of Springfield Inc. dba Shaners Towing of Springfield Inc. 2815 N Dirksen Parkway Springfield IL 62702
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

2015 Super Trailer VIN#1E9DE532X53A28331
 2000 International 4700 VIN#1HTSCABM0YH270402
 2000 Freightliner FL60 VIN#1F08GJBC4YHG98403
 2013 Ford Transit VIN#NMOLS7AN3DT145495
 2007 International Rollback VIN#1HTMMAAM07H435905
 2009 Ford Ranger VIN#1FTZR15E59PA26847
 2001 Talbert Trailer VIN#40FG0482X11020308
 2003 International 4000 43000 VIN#1HTMMAAL73H603041
 2002 Ford F350 VIN#1FDSW35F12EC18729
 2002 Chevrolet 1500 VIN#1GCFG15W321136497
 2000 Ford F350 VIN#FTWX33F4YEC68491
 2004 Freightliner M2 VIN#1FVACWCT94HM52173
 2001 Peterbilt 385 VIN#1NPGLT9X81D568464
 2006 Freightliner M2 VIN#1FVACDXJ8HW98767
 2004 Freightliner Columbia 112 VIN#1FUJF0CV74LM77158
 2011 International 4000 VIN#1HTMKAAL5BH321114
 2009 Freightliner M2 VIN#1FVACWDJ89HAF7001



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2019

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.

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COVERAGES

CERTIFICATE NUMBER: 441198561

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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B	Motor Truck Cargo		CPO1641131	6/26/2019	6/26/2020	Limit 150,000														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured with respect to the General Liability, Auto Liability and Garage Keepers Legal Liability if required by written contract: City of Decatur, its officers and employees

CERTIFICATE HOLDER

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

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

12. List three credit references who do business with your company on an on-going or frequent basis.

Reference	Phone
<u>O'REILLY'S AUTO PARTS</u>	<u>(217) 522-8430</u>
<u>RUSH TRUCK CENTERS</u>	<u>(217) 718-2272</u>
<u>HAGERTY INDUSTRIAL</u>	<u>(217) 416-1269</u>

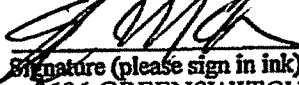
BID SIGNATURE PAGE

If a Corporation

Corporate Name

DASS ENTERPRISES OF SPRINGFIELD, INC. (dba SHANER'S TOWING)

By Registered Agent:



SHANE MCDERMITH

Signature (please sign in ink)

Print Name

Business Address:

3696 GREENSWITCH ROAD

Street

DECATUR IL

62526

City

State

Zip

217

875-2200

Area Code

Telephone Number

Name of Officers:

SHANE MCDERMITH, 2815 N. DIRKSEN PKWY, SPFLD, IL 62702

President

Address

Vice President

Address

Secretary

Address

Treasurer

Address

Sole Proprietor

Firm Name

Signature of Bidder:

Signature (please sign in ink)

Print Name

Business Address:

Street

City

State

Zip

Area Code

Telephone Number

If a Partnership

Firm Name

By:

Signature (please sign in ink)

Print Name

Business Address:

Street

City

State

Zip

Area Code

Telephone Number

**Name of all
Members of Firm**

Name

Address

Name

Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

SHANE MATTHEW McDERMETH, BEING FIRST DULY
SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of
DASS ENTERPRISE DBA SPANISH TOWERS, the Bidder that has submitted the
attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and
of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to
submit a collusive or sham bid in connection with the contract for which the attached bid has
been submitted or to refrain from bidding in connection with such contract, or has in any manner,
directly or indirectly, sought by agreement, or collusion or communication or conference with
any other bidder, firm or person to fix the price or prices in the attached bid or of any other
bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other
bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any
advantage against the City of Decatur, Illinois, or any person interested in the proposed contract;
and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any
of its agents, representatives, owners, employees, or parties in interest, including this affiant.

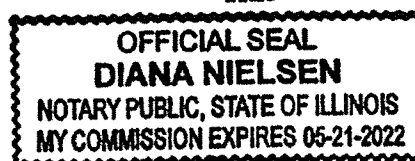
[Signature]
pres
Title

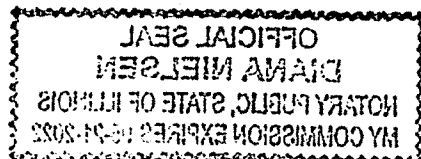
Subscribed and sworn to before me this 1st day of July
2019.

[Signature]

Notary Public
Title

My Commission expires 05-21-2022.





EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance 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 cancelled 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 underutilization.

(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 thereunder.

(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.

(Effective February 9, 1981)

Public Works

DATE: 10/28/2019

MEMO: 2019-177

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2371 Captain Lane

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinances annexing territories be approved.

1. 2371 Captain Lane
2. 3315 Desert Inn Road
3. 3329 Ferris Drive
4. 3257 Fite Drive
5. 4677 East Rea's Bridge Road
6. 4104 North Taylor Avenue
7. 2235 South Taylorville Road A/K/A 2210-70 South Taylorville Road
8. 2445 Thunderbird Drive

BACKGROUND: The subject properties are being annexed due to a water service agreement.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2371 Captain Lane	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2371 CAPTAIN LANE**

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 Midwest Properties of Central Il, Owner Marcus Deranian and Micah Hale, requesting that there be annexed to the City territory described as:

LOT 50 WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300 PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 04-12-05-304-012

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 4th day of November 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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 J. KALE

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2371 Captain Lane, and legally described as follows:

LOT 50 WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300 PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 04-12-05-304-012

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

<u>Midwest Properties of Central IL per Owner Marcus Deranian</u>		
<u>Marcus Deranian</u>	<u>MARCUS DERANIAN</u>	<u>4047 N. Cantel Meadows Decatur</u>
<u>Michael Kale</u>	<u>MICHAEL KALE</u>	<u>2371 CAPTAIN LANE, DECATUR, IL 62526</u>

Signed and sworn to before me this 08 day of October, 2019

Tasha Heacock
Notary Public

(Rev. 12/2014)



■■■ ■■■ ■■■ ■■■ ■■■ ■■■ ■■■

0.459± acres

0

0 lin. ft. of public road

DECATUR township



10/25/2019

ORDINANCE NO: _____

DATE: _____

Public Works

DATE: 10/28/2019

MEMO: 2019-177

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3315 Desert Inn Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3315 Desert Inn Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3315 DESERT INN 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 Donald W. Vest and Marcia S. Vest, requesting that there be annexed to the City territory described as:

LOT 55 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 304 PAGE 350
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-32-430-009

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of November 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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.) _____

Donald W. Vest
Marcia S. Vest

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3315 Desert Inn Road, and legally described as follows:

LOT 55 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 304 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #07-07-32-430-009 _____

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

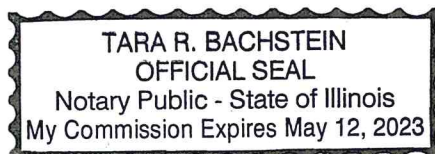
SIGNATURE

PRINTED NAME

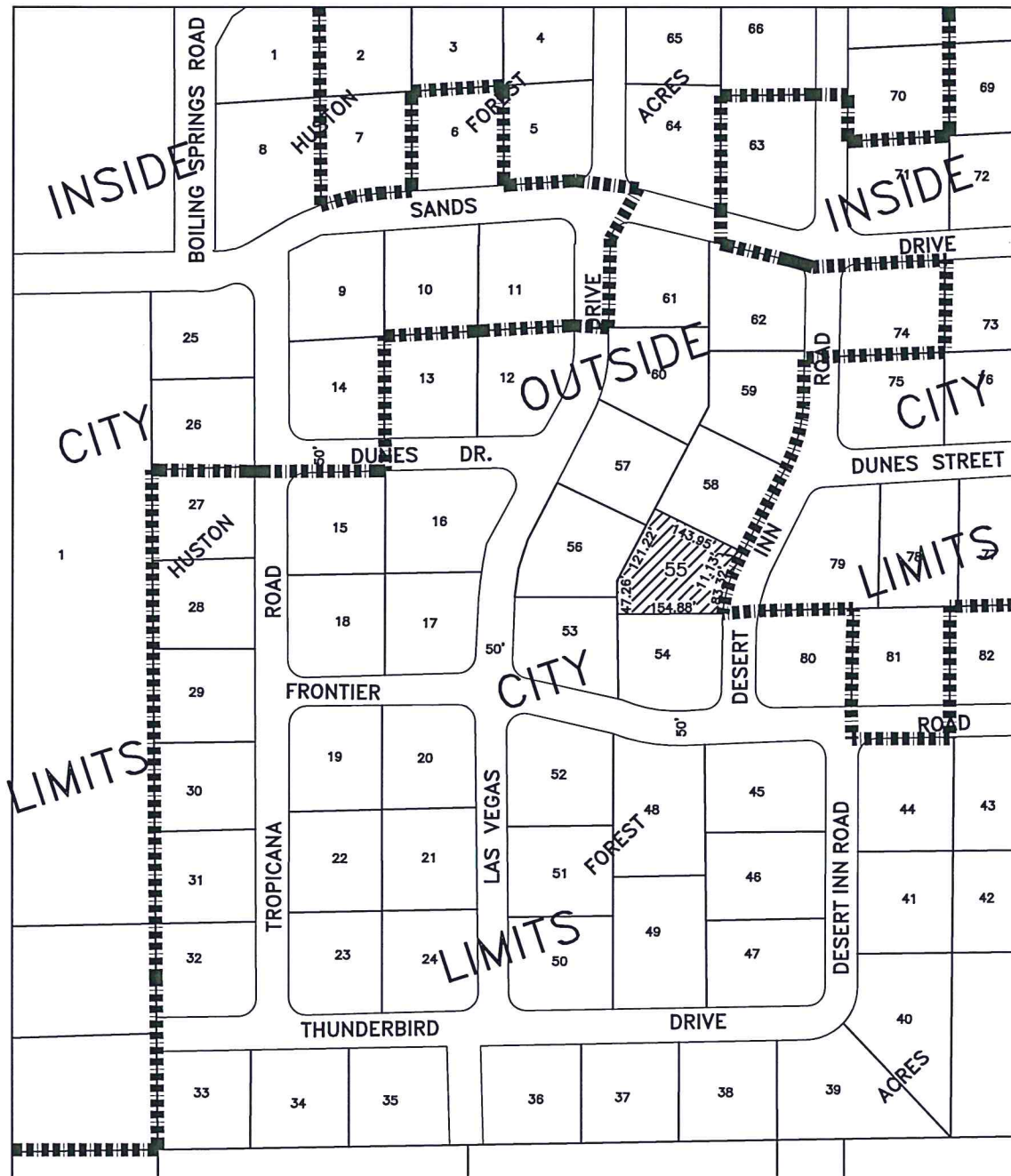
STREET ADDRESS, CITY, STATE

Donald W. Vest Donald W. Vest 3315 Desert Inn, Decatur, IL
Marcia S. Vest Marcia S. Vest 3315 Desert Inn Rd. Decatur, IL

Signed and sworn to before me this 9 day of October, 2019



Tara R. Bachstein
Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3315 DESERT INN ROAD



indicates territory annexed



indicates existing corporate limits

0.457± acres

AREA 0.0007± sq. miles

0 lin. ft. of public road

HICKORY POINT township



N.T.S.



10/25/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

Public Works

DATE: 10/28/2019

MEMO: 2019-177

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3329 Ferris Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3329 Ferris Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3329 FERRIS DRIVE**

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

LOT 25 SOUTH HILL TOP SUBDIVISION, AS PER PLAT RECORDED IN BOOK 300
PAGE 212 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY,
ILLINOIS.

PIN# 17-12-33-301-009

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of November 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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 W. Rosenberger

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3329 Ferris Drive, and legally described as follows:

LOT 25 SOUTH HILL TOP SUBDIVISION, AS PER PLAT RECORDED IN BOOK 300 PAGE 212 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #17-12-33-301-009 _____

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

SIGNATURE

PRINTED NAME

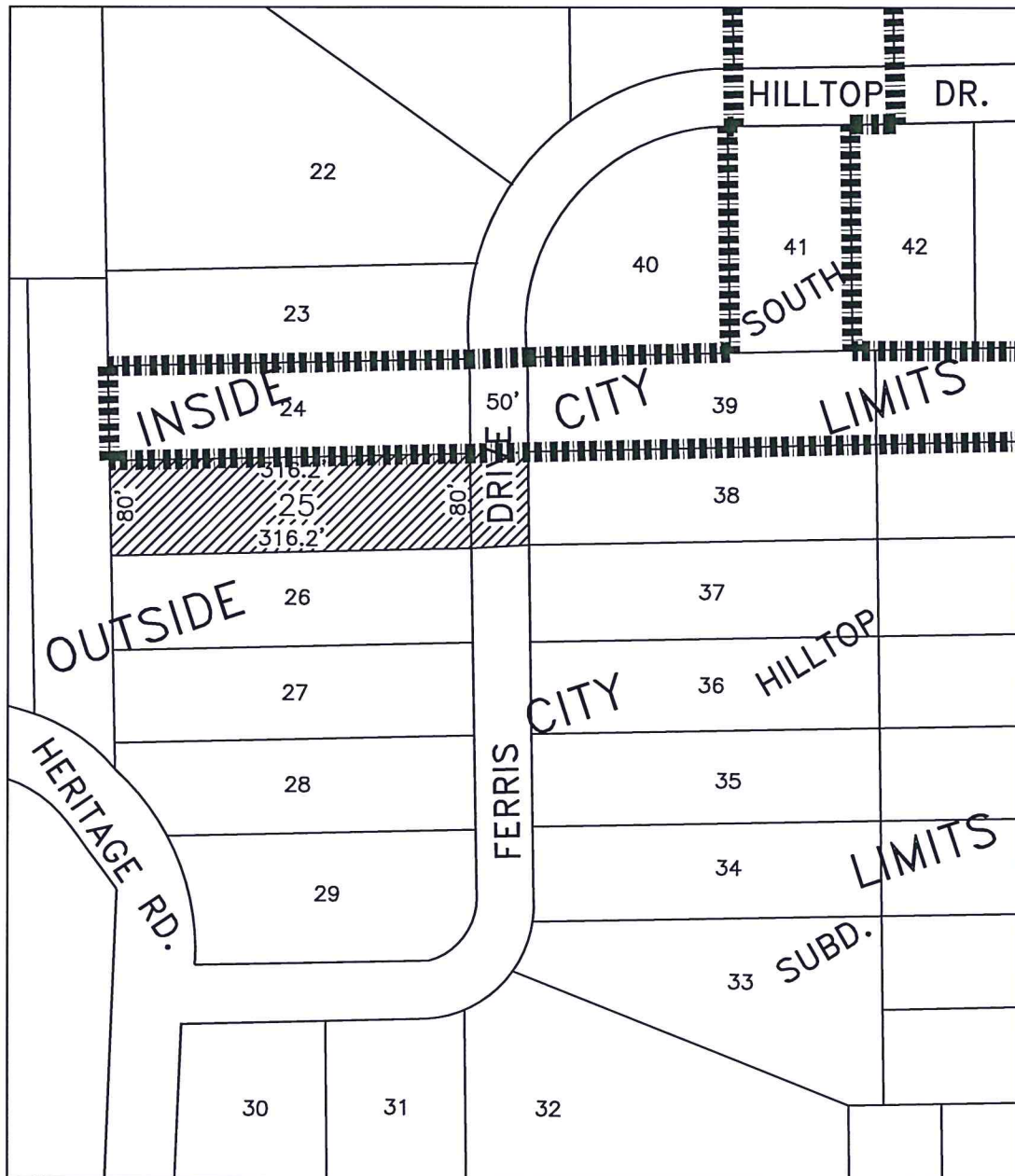
STREET ADDRESS, CITY, STATE

<u>Michael W. Rosenberger</u>	<u>Michael W Rosenberger</u>	<u>3329 Ferris Dr</u>
		<u>Decatur IL</u>
<u>Dawn Rosenberger</u>	<u>Dawn Rosenberger</u>	<u>2131 E. Hendrix St</u>
		<u>Decatur, IL 62521</u>

Signed and sworn to before me this 16th day of October, 2019



Tara R. Bachstein
Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3329 FERRIS DRIVE



indicates territory annexed



indicates existing corporate limits

0.581± acres

AREA 0.0009± sq. miles

80± lin. ft. of public road

SOUTH WHEATLAND township



10/25/2019
CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

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

DATE: _____ Page 107 of 225

Public Works

DATE: 10/28/2019

MEMO: 2019-177

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3257 Fite Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3257 Fite Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3257 FITE 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 Richard D. Young, requesting that there be annexed to the City territory described as:

LOT 1 AUSTIN SUBDIVISION

PIN# 07-07-33-301-015

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 4th day of November 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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.) _____

Richard D. Young

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3257 Fite Drive, and legally described as follows:

LOT 1 AUSTIN SUBDIVISION

PIN #07-07-33-301-015 _____

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

Richard D. Young

Richard D. Young

3257 Fite Drive, Decatur, IL

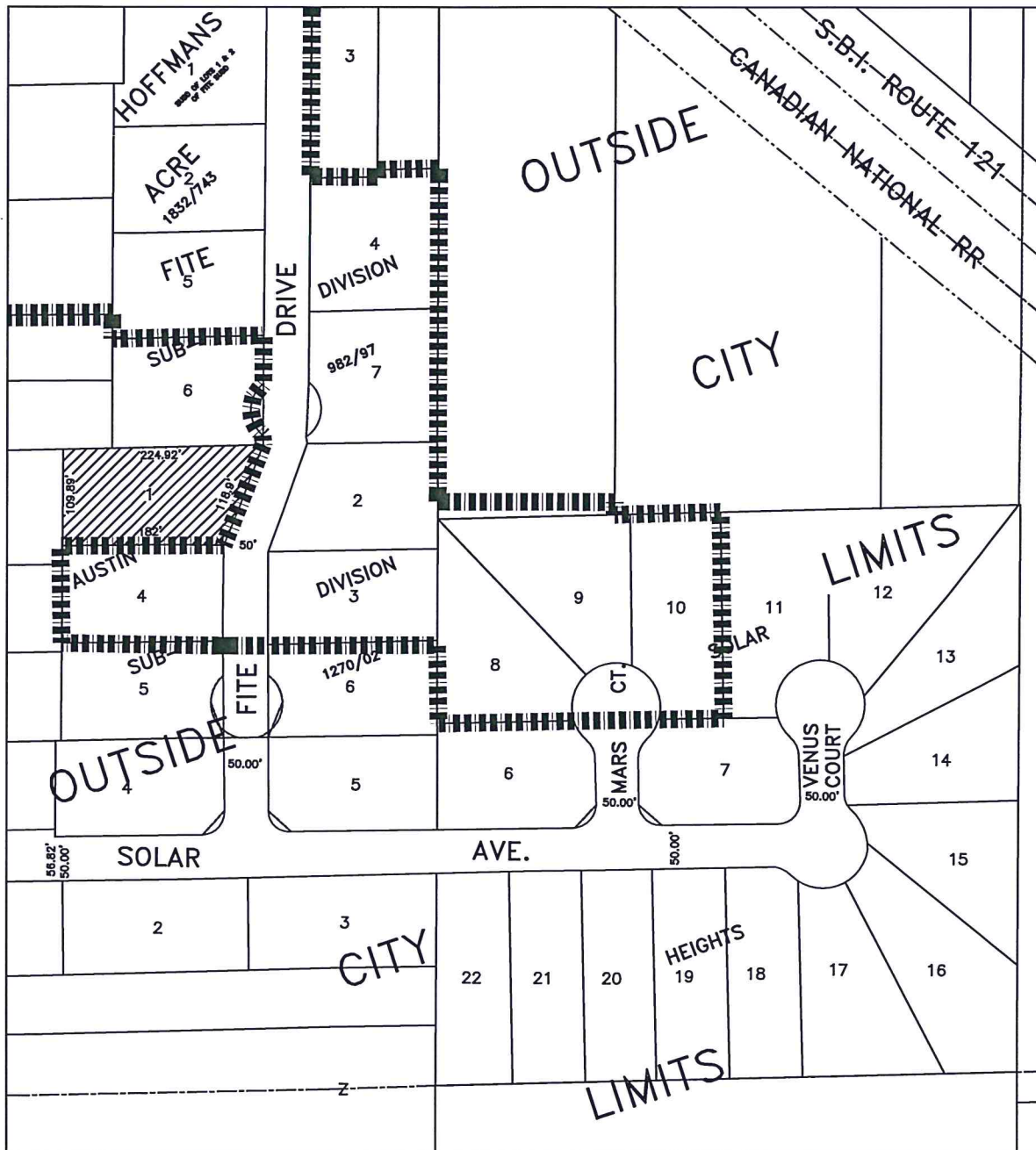
Signed and sworn to before me this 7th day of October, 2019

Tara R. Bachstein

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3257 FITE DRIVE



indicates territory annexed



indicates existing corporate limits

0.513± acres

AREA 0.0008± sq. miles

0 lin. ft. of public road

HICKORY POINT township



N.T.S.



10/25/2019
CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

DATE: _____

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Public Works

DATE: 10/28/2019

MEMO: 2019-177

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 4677 East Rea's Bridge Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4677 East Rea's Bridge Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
4677 EAST REA'S BRIDGE 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 Randy Huffman and Tom Dial, requesting that there be annexed to the City territory described as:

TRACT I: A PART OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION THIRTY-TWO (32) IN TOWNSHIP SEVENTEEN (17) NORTH RANGE THREE (3) EAST OF THE 3RD. P.M. SHOWN BY PLAT IN BOOK 1872, PAGE 467 IN THE RECORDS OF THE MACON COUNTY RECORDER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 32; THENCE WEST 1460.54 FEET ALONG THE CENTERLINE OF SA ROUTE 24 AS SHOWN BY PLAT IN BOOK 1393, PAGE 585 IN THE RECORDS OF THE MACON COUNTY RECORDER; THENCE SOUTH 40.0 FEET AT RIGHT ANGLES TO SAID CENTERLINE TO THE POINT OF BEGINNING NO. 11 WHICH IS ON THE SOUTH RIGHT OF WAY LINE OF SAID SA ROUTE 24; THENCE CONTINUING SOUTH 320.0 FEET TO AN IRON PIN; THENCE WEST 130.0 FEET TO AN IRON PIN; THENCE NORTH 320.0 FEET TO AN IRON PIN ON THE SOUTH RIGHT OF WAY OF SA ROUTE 24; THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SA ROUTE 24 TO THE POINT OF BEGINNING NO. 11. (EXCEPT COAL AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL AND OTHER MINERALS). SITUATED IN MACON COUNTY, ILLINOIS

TRACT II: A PART OF THAT PART OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION THIRTY-TWO (32) IN TOWNSHIP SEVENTEEN 917 NORTH RANGE THREE 930 EAST OF THE 3RD. P.M. SHOWN BY PLAT IN BOOK 1872, PAGE 467 IN THE RECORDS OF THE MACON COUNTY RECORDER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 32, THENCE WEST 1330.54 FEET ALONG THE CENTERLINE OF SA ROUTE 24 AS SHOWN BY PLAT IN BOOK 1393, PAGE 585 IN THE RECORDS OF THE MACON COUNTY RECORDER; THENCE SOUTH 50.0 FEET AT RIGHT ANGLES TO SAID CENTERLINE TO THE POINT BEGINNING NO. 12 WHICH IS

ON THE SOUTH RIGHT OF WAY LINE OF SAID SA ROUTE 24; THENCE CONTINUING SOUTH 310.0 FEET TO AN IRON PIN; THENCE WEST 130.0 FEET TO AN IRON PIN; THENCE NORTH 320.0 FEET TO AN IRON PIN ON THE SOUTH RIGHT OF WAY OF SA ROUTE 24; THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SA ROUTE 24 TO THE POINT OF BEGINNING NO. 12. (EXCEPT COAL AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL AND OTHER MINERAL). SITUATED IN MACON COUNTY, ILLINOIS

PIN# 18-08-32-451-017

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of November 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:

The undersigned, under oath, respectfully represent as follows:

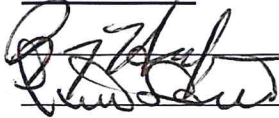
1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the name of the business or commercial establishment located on the property herein described, is (insert name of the business) Custom Service Crane Co., Inc.
4. That the property herein described is not within the corporate limits of any municipality.
5. That the property herein described is contiguous (adjacent) to the City of Decatur.
6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4677 E Rea's Bridge Road, and legally described as follows:

TRACT I: A PART OF THE NORTH ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION THIRTY-TWO (32) IN TOWNSHIP SEVENTEEN (17) NORTH RANGE THREE (3) EAST OF THE 3RD. P.M. SHOWN BY PLAT IN BOOK 1872, PAGE 467 IN THE RECORD OS THE MACON COUNTY RECORDER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTH ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SAID SECTION 32; THENCE WEST 1460.54 FEET ALONG THE CENTERLINE OF SA ROUTE 24 AS SHOWN BY PLAT IN BOOK 1393, PAGE 585 IN THE RECORDS OF THE MACON COUNTY RECORDER; THENCE SOUTH 40.0 FEET AT RIGHT ANGLES TO SAID CENTERLINE TO THE POINT OF BEGINNING NO. 11 WHICH IS ON THE SOUTH RIGHT OF WAY LINE OF SAID SA ROUTE 24; THENCE CONTINUING SOUTH 320.0 FEET TO AN IRON PIN; THENCE WEST 130.0 FEET TO AN IRON PIN; THENCE NORTH 320.0 FEET TO AN IRON PIN ON THE SOUTH RIGHT OF WAY OF SA ROUTE 24; THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SA ROUTE 24 TO THE POINT OF BEGINNING NO. 11. (EXCEPT COAL AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL AND OTHER MINERALS). SITUATED IN MACON COUNTY, ILLINOIS

TRACT II: A PART OF THAT PART OF THE NORTH ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION THIRTY-TWO (32) IN TOWNSHIP SEVENTEEN 917 NORTH RANGE THREE 930 EAST OF THE 3RD. P.M. SHOWN BY PLAT IN BOOK 1872, PAGE 467 IN THE RECORDS OF THE MACON COUNTY RECORDER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTH ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SAID SECTION 32, THENCE WEST 1330.54 FEET ALONG THE CENTERLINE OF SA ROUTE 24 AS SHOWN BY PLAT IN BOOK 1393, PAGE 585 IN THE RECORDS OF THE MACON COUNTY RECORDER; THENCE SOUTH 50.0 FEET AT RIGHT ANGLES TO SAID CENTERLINE TO THE POINT BEGINNING NO. 12 WHICH IS ON THE SOUTH RIGHT OF WAY LINE OF SAID SA ROUTE 24; THENCE CONTINUING SOUTH 310.0 FEET TO AN IRON PIN; THENCE WEST 130.0 FEET TO AN IRON PIN; THENCE NORTH 320.0 FEET TO AN IRON PIN ON THE SOUTH RIGHT OF WAY OF SA ROUTE 24; THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SA ROUTE 24 TO THE POINT OF BEGINNING NO. 12. (EXCEPT COAL AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL AND OTHER MINERAL). SITUATED IN MACON COUNTY, ILLINOIS

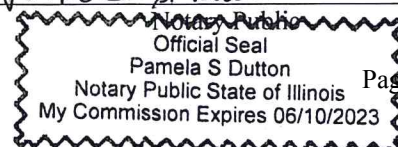
PIN #18-08-32-451-017 _____

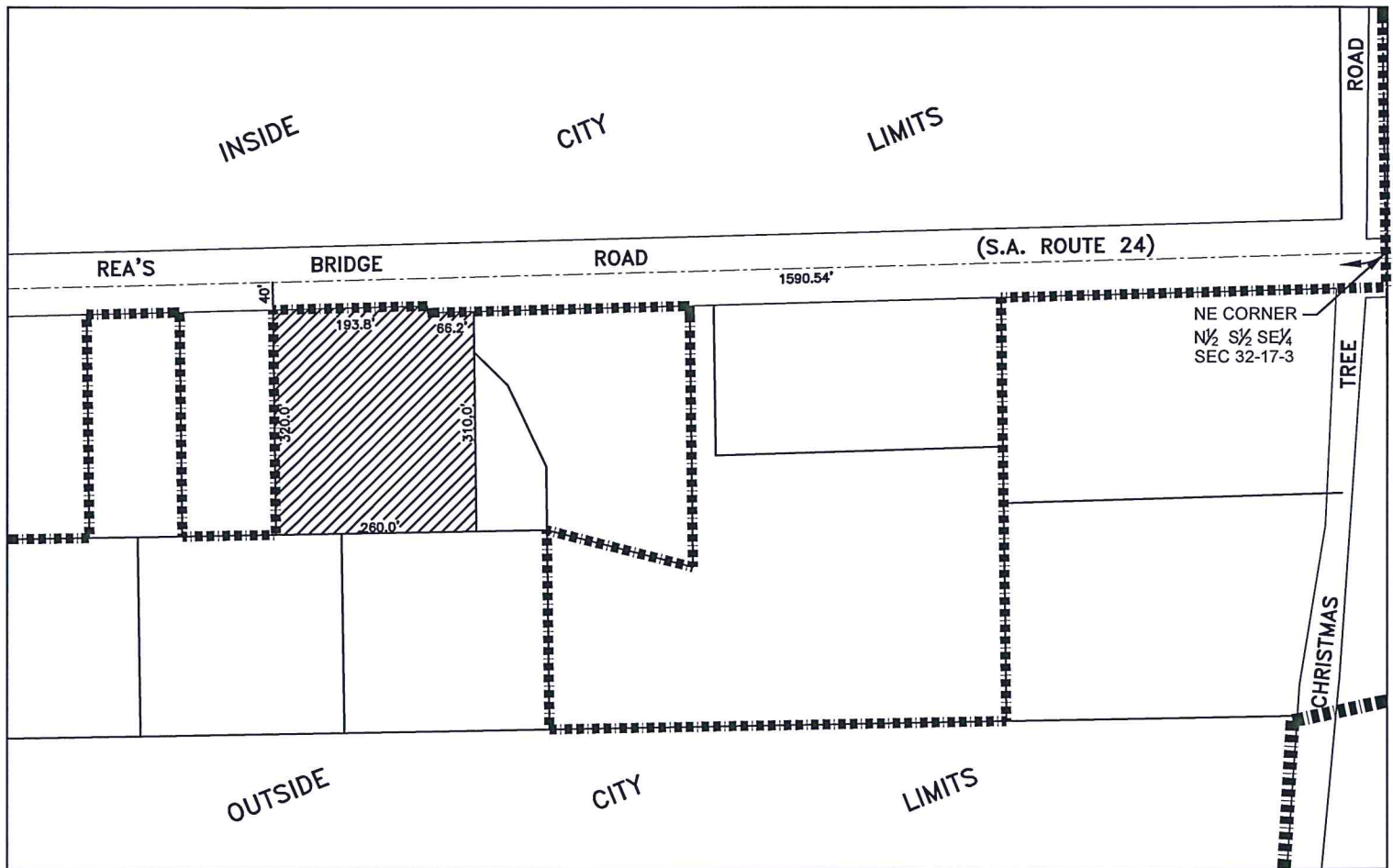
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
	<u>Randy Huffman</u>	<u>Custom Service Crane Co., Inc.</u>
	<u>Tom Deal</u>	<u>PO Box 267</u>
<u>903 E. Wanner St.</u>		<u>Fisher IL 61843</u>
<u>Moweaqua, IL 62550</u>		

Signed and sworn to before me 14 day of October, 20 19







PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
4677 EAST REA'S BRIDGE ROAD



indicates territory annexed



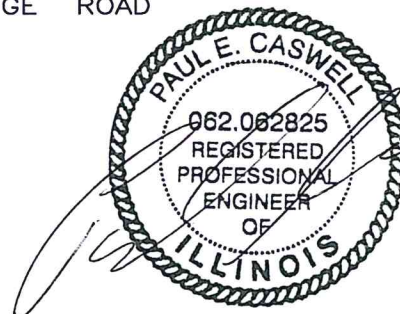
indicates existing corporate limits

1.895± acres

AREA 0.0029± sq. miles

0 lin. ft. of public road

WHITMORE township



10/25/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

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

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ORDINANCE NO: _____

DATE: _____ Page 117 of 225

Public Works

DATE: 10/28/2019

MEMO: 2019-177

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 4104 North Taylor Avenue

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4104 North Taylor Avenue	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
4104 NORTH TAYLOR AVENUE**

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

THE N 77' OF THE W 150' OF LOT 2 SIMONTONS 1ST SUBDIVISION

PIN# 07-07-28-404-001

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 4th day of November 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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.) _____

Les & Barb NAAB

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4104 N. Taylor Avenue, and legally described as follows:

THE N 77' OF THE W 150' OF LOT 2 SIMONTONS 1ST SUBDIVISION

PIN #07-07-28-404-001 _____

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

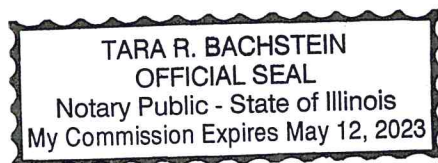
Barb Naab Barb NAAB 4104 N. Taylor Ave
Les Naab Les Naab 4104 N. Taylor

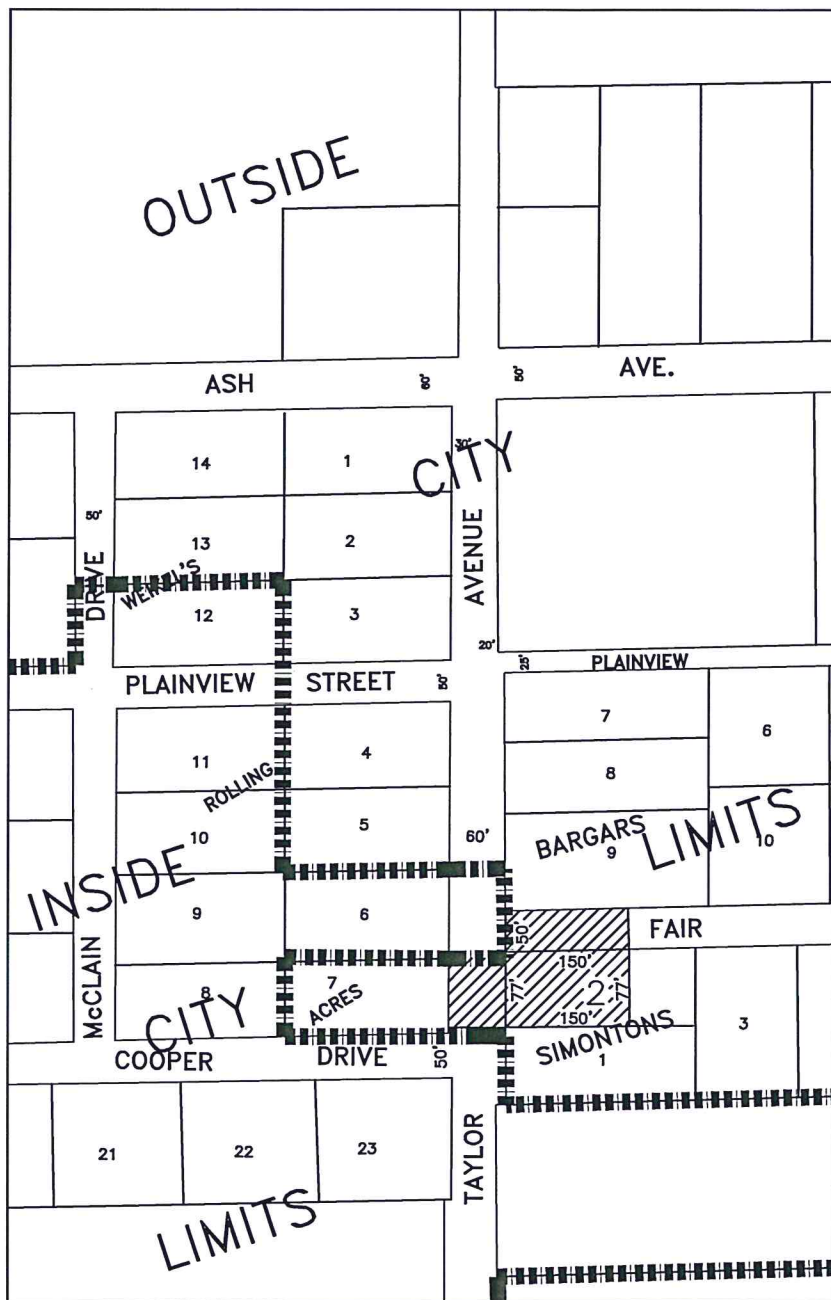
Signed and sworn to before me this 8th day of October, 2019

Tara R. Bachstein

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

4104 NORTH TAYLOR AVENUE



indicates territory annexed



indicates existing corporate limits

0.265± acres

AREA 0.0004± sq. miles

227± lin. ft. of public road

HICKORY POINT township



N.T.S.



10/25/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ORDINANCE NO: _____

DATE: _____

Public Works

DATE: 10/28/2019

MEMO: 2019-177

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2235 South Taylorville Road A/K/A 2210-70
South Taylorville Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2235 South Taylorville Road A/K/A/ 2210-70 South Taylorville Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2235 SOUTH TAYLORVILLE ROAD
A/K/A 2210-70 SOUTH TAYLORVILLE ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of James L. Dunn and Billie Jo Sans, requesting that there be annexed to the City territory described as:

TRACT 1: PARTS OF LOTS 4 & 5 OF THE SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD P.M. AS PER PLATT RECORDED IN BOOK 22, PAGE 123 OF THE RECORDS IN THE RECORDERS OFFICE OF MACON COUNTY ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING 348.2' WEST OF THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 105.78', THENCE WEST 326.9 TO THE SOUTH RIGHT OF WAY LINE OF S.B.I. ROUTE NO. 48; THENCE NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE, 319.7'; THENCE SOUTHEASTERLY 166.8' TO THE POINT OF BEGINNING, EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS IN WARRANTY DEED RECORDED IN BOOK 2268 PAGE 664 AS DOCUMENT NUMBER 1251529, (EXCEPT COAL AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL AND OTHER MINERALS). SITUATED IN MACON COUNTY ILLINOIS
BOOK 4249/580

PIN# 17-12-29-277-004

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 4th day of November 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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.) _____

Thomas A Wayne
Billie Jo Sans

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2235 S. Taylorville Road – 2210-70 S. Taylorville Road, and legally described as follows:

TRACT 1: PARTS OF LOTS 4 & 5 OF THE SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD P.M. AS PER PLATT RECORDED IN BOOK 22, PAGE 123 OF THE RECORDS IN THE RECORDERS OFFICE OF MACON COUNTY ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING 348.2' WEST OF THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 105.78', THENCE WEST 326.9 TO THE SOUTH RIGHT OF WAY LINE OF S.B.I. ROUTE NO. 48; THENCE NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE, 319.7'; THENCE SOUTHEASTERLY 166.8' TO THE POINT OF BEGINNING, EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS IN WARRANTY DEED RECORDED IN BOOK 2268 PAGE 664 AS DOCUMENT NUMBER 1251529, (EXCEPT COAL AND OTHER MINERALS UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL AND OTHER MINERALS). SITUATED IN MACON COUNTY ILLINOIS
BOOK 4249/580

PIN #17-12-29-277-004 _____

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

Billie Jo Sans Billie Jo Sans 2230 S. Taylorville Rd
James L Dunn James L Dunn 560 E Chestnut Moweegee

Signed and sworn to before me this 8th day of October, 20 19



[Signature]
Notary Public

Page 127 of 225

Public Works

DATE: 10/28/2019

MEMO: 2019-177

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2445 Thunderbird Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2445 Thunderbird Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2445 THUNDERBIRD 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 Julie A. Park, requesting that there be annexed to the City territory described as:

TRACT 1: THE NORTH 5 ACRES OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 17 NORTH RANGE 2 EAST OF THE 3RD P.M., SITUATED IN MACON COUNTY

TRACT 2: AN EASEMENT FOR INGRESS & EGRESS ACROSS THE EAST 30 FEET OF THE SOUTH 190.85 FEET OF THE NORTHWEST 1/4 OF SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 17 NORTH RANGE 2 EAST OF THE 3RD P.M., AS GRANTED IN WARRANTY DEED RECORDED IN BOOK 1552 PAGE 430 AS DOCUMENT 817935, AND ALSO SUBJECT TO AN EASEMENT OF INGRESS & EGRESS OVER AND ALONG THE EAST 30 FEET OF THE NORTH 5 ACRES OF THE EAST HALF (1/2) OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼. SECTION 32, TOWNSHIP 17, NORTH RANGE 2 EAST OF THE 3RD P.M. SITUATED IN MACON COUNTY, ILLINOIS

PIN# 07-07-32-451-004

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 4th day of November 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

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.) _____

Julie A. Park

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2445 Thunderbird Drive, and legally described as follows:

TRACT 1: THE NORTH 5 ACRES OF THE EAST ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 17 NORTH RANGE 2 EAST OF THE 3RD P.M., SITUATED IN MACON COUNTY

TRACT 2: AN EASEMENT FOR INGRESS & EGRESS ACROSS THE EAST 30 FEET OF THE SOUTH 190.85 FEET OF THE NORTHWEST ¼ OF SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 17 NORTH RANGE 2 EAST OF THE 3RD P.M., AS GRANTED IN WARRANTY DEED RECORDED IN BOOK 1552 PAGE 430 AS DOCUMENT 817935, AND ALSO SUBJECT TO AN EASEMENT OF INGRESS & EGRESS OVER AND ALONG THE EAST 30 FEET OF THE NORTH 5 ACRES OF THE EAST HALF (1/2) OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼. SECTION 32, TOWNSHIP 17, NORTH RANGE 2 EAST OF THE 3RD P.M. SITUATED IN MACON COUNTY, ILLINOIS

PIN #07-07-32-451-004 _____

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

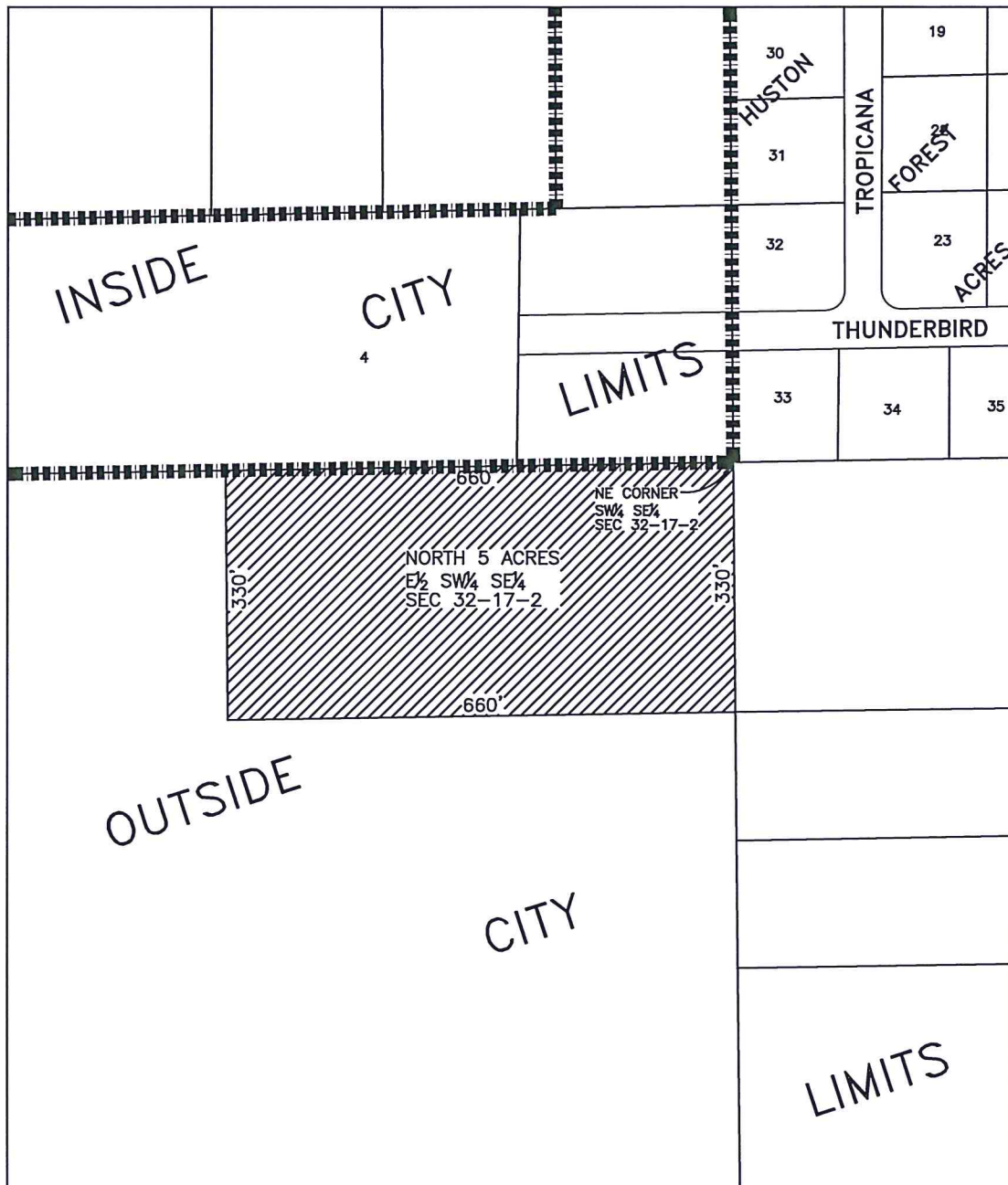
STREET ADDRESS, CITY, STATE

Julie A. Park Julie A. Park 2445 Thunderbird Dr. 62521

Signed and sworn to before me this 9th day of October, 2019

Tara R. Bachstein
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2445 THUNDERBIRD DRIVE



indicates territory annexed



indicates existing corporate limits

5.0± acres

AREA 0.0078± sq. miles

0 lin. ft. of public road

HICKORY POINT township



N.T.S.



10/25/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

Public Works

DATE: 10/28/2019

MEMO: 2019-185

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Prohibiting Truck Traffic on East Hickory Street between North 22nd Street and North 23rd Street

SUMMARY RECOMMENDATION: Please see attached memo for information.

ATTACHMENTS:

Description	Type
2019-185 Memo- Ordinance Prohibiting Truck Traffic on East Hickory Street between North 22nd Street and North 23rd Street	Cover Memo
2019-185 Ordinance Prohibiting Truck Traffic on East Hickory Street between North 22nd Street and North 23rd Street	Ordinance
2019-185 Excerpt from Traffic & Parking Commission Meeting Minutes 9-26-2019	Backup Material
2019-185 Location Map	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2019 - 185**

DATE: October 28, 2019

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Prohibiting Truck Traffic on East Hickory Street between North 22nd Street and North 23rd Street

SUMMARY RECOMMENDATION:

It is recommended by Staff that the City Council approve the attached Ordinance prohibiting truck traffic on East Hickory Street between North 22nd Street and North 23rd Street, that the Mayor be authorized to sign and the City Clerk to attest.

PRIOR COUNCIL ACTION:

There have been no prior Council actions.

BACKGROUND:

September 26, 2019 - the Traffic & Parking Commission approved a request from City staff recommending that vehicles of the second division, Class C or higher, be prohibited from traveling along East Hickory Street between North 22nd Street and North 23rd Street. Class C or higher vehicles are vehicles with a gross vehicle weight rating above 16,000 pounds.

Many other preferred routes exist for large trucks travelling east from N. 22nd Street. This prohibition will not apply to vehicles making service calls or deliveries to the properties along this stretch of road or to emergency vehicles or school buses. Staff sent a letter to residents along this block of E. Hickory Street and no comments were received.

SCHEDULE: Installation is normally completed within 14 days of Council authorization.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Budgetary impacts are approximately \$600 for the installation of the requested signs and pavement markings.

Staff Impact: We anticipate approximately three hours of staff time to make and install the signs.

POTENTIAL OBJECTION: No objections anticipated.

INPUT FROM OTHER SOURCES: Traffic and Parking Commission, IDOT

STAFF REFERENCE: Matt Newell, Public Works Director, will be in attendance at the City Council meeting to answer any questions of the Council on this item. This Memorandum was prepared by Griffin Enyart, Assistant City Engineer.

Attach: 3

Copy: Traffic and Parking Commission

ORDINANCE NO. _____

**ORDINANCE PROHIBITING TRUCK TRAFFIC ON EAST HICKORY STREET BETWEEN
NORTH 22ND STREET AND NORTH 23RD STREET**

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

Section 1. That when appropriate signs are erected giving notice thereof, all trucks or other vehicles of the Second Division, as defined by the Illinois Vehicle Code, which have a Class C or higher letter (greater weight) license from the State of Illinois, or equivalent weight licenses issued by another state, are prohibited and excluded from the use of East Hickory Street from its intersection with North 22nd Street east to its intersection with North 23rd Street; provided, that, such prohibition of use shall not extend to fire, police or other emergency vehicles, public works vehicles in the performance of maintenance work, school buses, and trucks which have a Class C or higher letter (greater weight) license which are making service calls or deliveries to residences or businesses located on said street.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of November, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

ITEM #3. Request to prohibit vehicles of the second division, Class C or higher, from traveling along East Hickory Street between North 22nd Street and North 23rd Street.

RECOMMENDATION:

City staff received a request to prohibit semi-trucks from using East Hickory Street between North 22nd Street and North 23rd Street. The street is mostly residential in use, but has two commercial properties along 22nd Street. The commercial properties should not have a regular need for semi-truck deliveries. Delivery vehicles which have business on the street will still be allowed to use it, but through traffic will be prohibited.

City staff recommends prohibiting vehicles of the second division, Class C or higher from traveling along East Hickory Street between North 22nd Street and North 23rd Street. The Illinois Vehicle Code defines vehicles of the second division as:

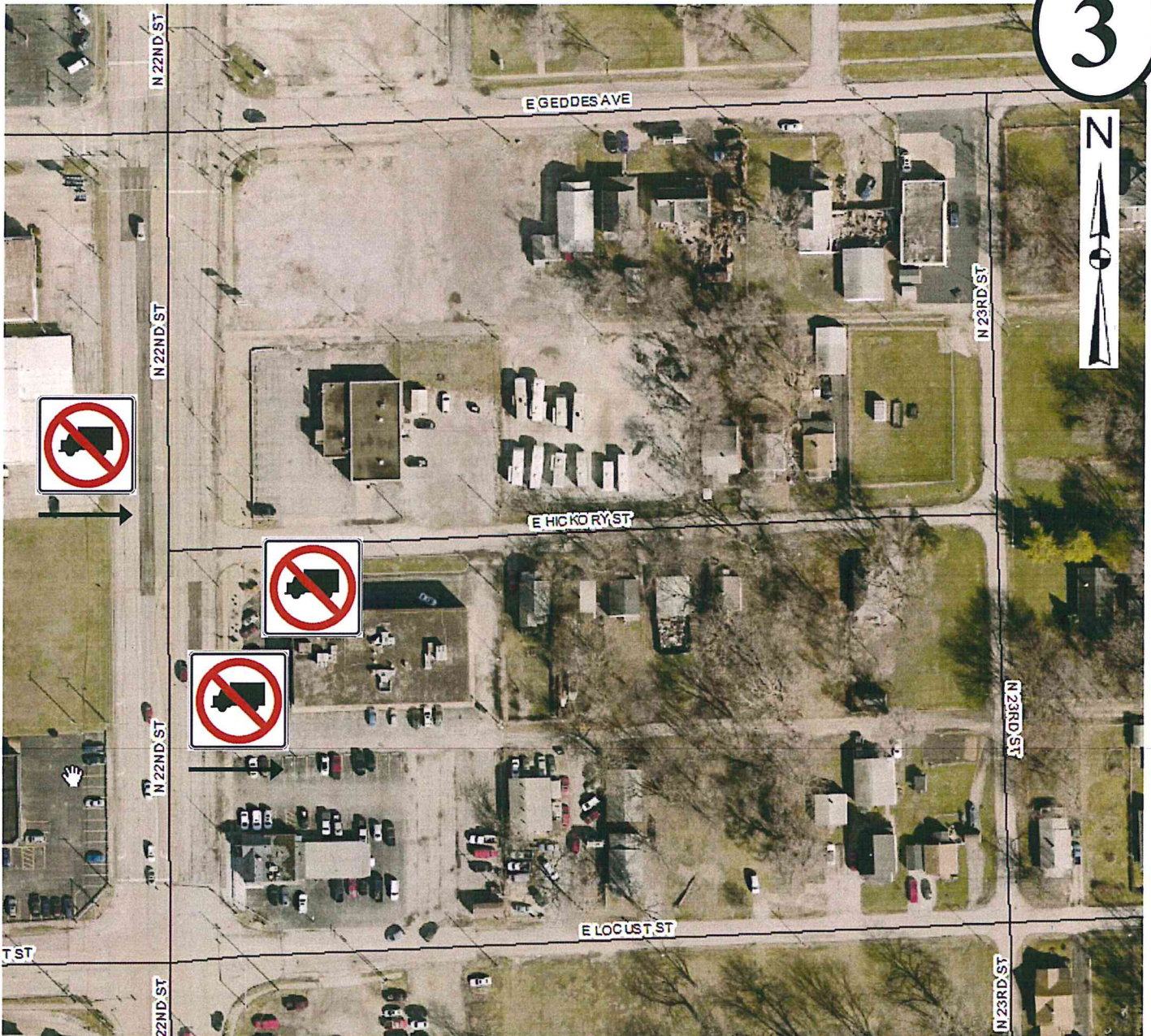
Those motor vehicles which are designed for carrying more than 10 persons, those motor vehicles designed or used for living quarters, those motor vehicles which are designed for pulling or carrying freight, cargo or implements of husbandry, and those motor vehicles of the First Division remodeled for use and used as motor vehicles of the Second Division.

Class C or higher vehicles are vehicles with a gross vehicle weight rating above 16,000 pounds or that which is towing another vehicle.

Ed Hurst motioned to move forward with prohibiting vehicles of the second division, Class C or higher from traveling along East Hickory Street between North 22nd Street and North 23rd Street. Seconded by Paul Caswell, and on call of the roll, Commission Members Broderick, Caswell, Hurst, Wigginton and Stewart voted aye. The chairman declared the motion carried.

**REQUESTED TRUCK PROHIBITION
E. HICKORY ST. b/w N. 22ND ST. and N. 23RD ST.**

3



PROPOSED NO TRUCK SIGNS

**City of Decatur, Illinois
Public Works Department
Engineering Division**

Public Works

DATE: 10/28/2019

MEMO: 2019-187

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Authorizing the Installation of a Stop Sign at the Intersection of North Graceland Avenue and West Taft Street Facing West Taft Street.

SUMMARY RECOMMENDATION: Please see attached memo for information.

ATTACHMENTS:

Description	Type
2019-187 Memo-Ordinance Authorizing the Installation of a Stop Sign at the Intersection of North Graceland Avenue and West Taft Street Facing West Taft Street	Cover Memo
2019-187 Ordinance Authorizing the Installation of a Stop Sign at the Intersection of North Graceland Avenue and West Taft Street Facing West Taft Street	Ordinance
2019-187 Excerpt from Traffic & Parking Commission Meeting Minutes 9-26-2019	Backup Material
2019-187 Location Map	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2019 – 187**

DATE: October 28, 2019

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Authorizing the Installation of a Stop Sign at the Intersection of North Graceland Avenue and West Taft Street Facing West Taft Street.

SUMMARY RECOMMENDATION:

Staff recommends the approval of the attached Ordinance authorizing the installation of a stop sign at the intersection of North Graceland Avenue and West Taft Street facing West Taft Street.

PRIOR COUNCIL ACTION:

There have been no prior Council actions.

BACKGROUND:

September 26, 2019 – Traffic & Parking Commission approved a request from City staff recommending that a stop sign be installed at the intersection of North Graceland Avenue and West Taft Street with the stop signs facing West Taft Street.

The intersection is a three-legged intersection where traffic on Taft is required to yield to traffic on Graceland. Sight lines are obstructed by vegetation and utility poles on the corners and extra care should be exercised by motorists.

The Traffic and Parking Commission's minutes with the recommendation are attached for Council's review.

SCHEDULE: Stop signs are typically installed within 14 days of approval.

BUDGET AND STAFFING IMPLICATIONS:

Budget Impact: Budgetary impacts are approximately \$200 for the installation of the requested signs and pavement markings.

Staffing Impact: Approximately 1 hours of staff time to make and install the signs.

POTENTIAL OBJECTION: No objections are anticipated.

INPUT FROM OTHER SOURCES: Traffic and Parking Commission

STAFF REFERENCE: Matt Newell, Public Works Director, and Griffin Enyart, Assistant City Engineer. Matt Newell, Public Works Director, will be present at the City Council meeting to answer any questions of the Council on this item.

This Memorandum was prepared by Griffin Enyart, Assistant City Engineer.

Attach: 3

Copy: Traffic and Parking Commission

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE INSTALLATION OF A STOP SIGN AT THE
INTERSECTION OF NORTH GRACELAND AVENUE AND WEST TAFT STREET
FACING WEST TAFT STREET**

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

Section 1. That when appropriate signs are erected giving notice thereof, the driver of a vehicle on West Taft Street approaching North Graceland Avenue from the east shall stop and yield the right-of-way to vehicles on North Graceland Avenue which have entered the intersection of said street or which are approaching so closely thereto as to constitute an immediate hazard, but said driver having so stopped and yielded the right-of-way may proceed at such time as a safe interval occurs.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of November 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

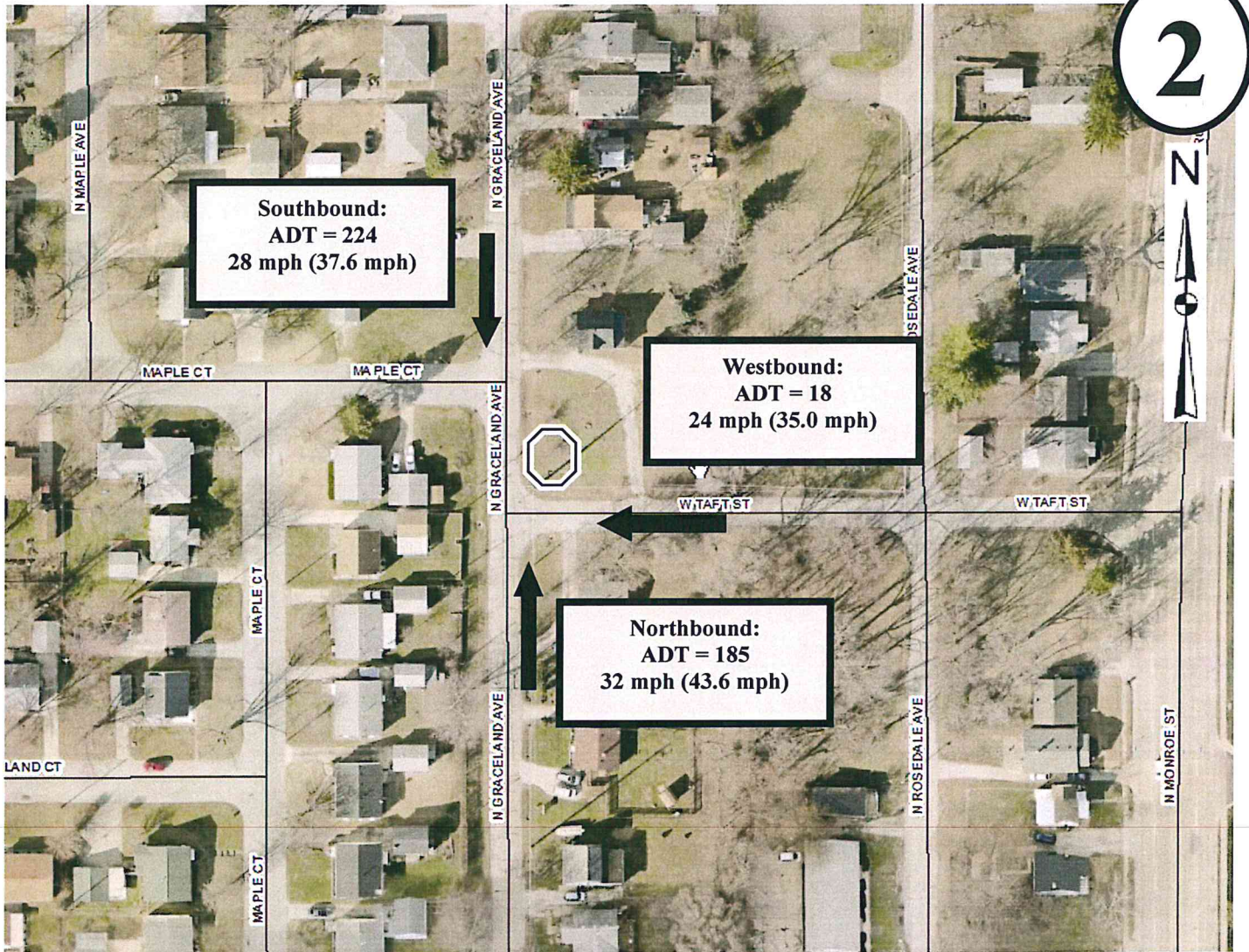
ITEM #2. Request for a stop sign at the intersection of North Graceland Avenue and West Taft Street facing West Taft Street.

RECOMMENDATION:

City staff received a request to put up a stop sign facing West Taft Street at North Graceland Avenue. No accidents have occurred at this intersection within the last three years, but because this is a three-way intersection with Graceland being the through street, vehicles on Taft are required to yield to vehicles on Graceland. The sight lines are partially obstructed by vegetation and utility poles which require an extra amount of care be used by motorists on Taft before pulling out on Graceland. For this reason, City staff recommends installing a stop sign at the intersection of North Graceland Avenue and West Taft Street, with the sign facing West Taft Street.

Ed Hurst motioned to move forward with installing a stop sign at the intersection of North Graceland Avenue and West Taft Street, with the sign facing West Taft Street. Seconded by Joselyn Stewart, and on call of the roll, Commission Members Broderick, Caswell, Hurst, Wigginton and Stewart voted aye. The chairman declared the motion carried.

REQUESTED STOP SIGNS NORTH GRACELAND AVENUE AND WEST TAFT STREET



PROPOSED STOP SIGNS

Traffic Count performed on 8/14/2019 to 8/15/2019

ADT (vehicles) = Average Daily Traffic

**City of Decatur, Illinois
Public Works Department
Engineering Division**

SPEED DATA:
xx mph = Average Speed
(xx mph) = 85th Percentile Speed

Public Works

DATE: 10/28/2019

MEMO: 2019-186

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Establishing an All Way Stop Intersection at East Walnut Street and North Lowber Street.

SUMMARY RECOMMENDATION: Please see attached memo for information.

ATTACHMENTS:

Description	Type
2019-186 Memo-Ordinance Establishing an All Way Stop intersection at East Walnut Street and North Lowber Street	Cover Memo
2019-186 Ordinance Establishing an All Way Stop intersection at East Walnut Street and North Lowber Street	Ordinance
2019-186 Excerpt from Traffic & Parking Commission Meeting Minutes 9-26-2019	Backup Material
2019-186 Location Map	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2019 – 186**

DATE: October 28, 2019

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Establishing an All Way Stop Intersection at East Walnut Street and North Lowber Street.

SUMMARY RECOMMENDATION:

Staff recommends the approval of the attached Ordinance establishing an all way stop intersection at the intersection of East Walnut Street and North Lowber Street.

PRIOR COUNCIL ACTION:

There have been no prior Council actions.

BACKGROUND:

September 26, 2019 – Traffic & Parking Commission approved a request from City staff recommending that an all way stop at the intersection of East Walnut Street and North Lowber Street be established.

A review of the traffic accident history at this intersection for the past three years found that there has been a higher than normal accident rate.

The Traffic and Parking Commission's minutes with the recommendation are attached for Council's review.

SCHEDULE: Stop signs are typically installed within 14 days of approval.

BUDGET AND STAFFING IMPLICATIONS:

Budget Impact: Budgetary impacts are approximately \$400 for the installation of the requested signs and pavement markings.

Staffing Impact: Approximately 2 hours of staff time to make and install the signs.

POTENTIAL OBJECTION: No objections are anticipated.

INPUT FROM OTHER SOURCES: Traffic and Parking Commission

STAFF REFERENCE: Matt Newell, Public Works Director, and Griffin Enyart, Assistant City Engineer. Matt Newell, Public Works Director, will be present at the City Council meeting to answer any questions of the Council on this item.

This Memorandum was prepared by Griffin Enyart, Assistant City Engineer.

Attach: 3

Copy: Traffic and Parking Commission

ORDINANCE NO. _____

**ORDINANCE ESTABLISHING AN ALL WAY STOP INTERSECTION AT EAST
WALNUT STREET AND NORTH LOWBER STREET**

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

Section 1. That the intersection of East Walnut Street and North Lowber Street in the City of Decatur, Illinois, be and is hereby designated and established as all way stop intersection.

Section 2. That when appropriate signs are erected giving notice thereof, the driver of a vehicle approaching said intersection from any direction, shall stop and after having stopped, shall yield the right-of-way to vehicles which have entered the intersection from another direction or which are approaching so closely on the roadway as to constitute an immediate hazard during the time when said vehicles are moving across or within the intersection, and thereafter having so stopped and so yielded, may proceed at such time as a safe interval occurs.

Section 3. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of November 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

ITEM #1. Request for a four-way stop at the intersection of East Walnut Street and North Lowber Street.

RECOMMENDATION:

City staff received a request from a resident for a four-way stop at the intersection of East Walnut Street and North Lowber Street. Upon reviewing the accident records at this intersection, three accidents have occurred within the last three years involving vehicles and cyclists not stopping at the stop signs. These types of accidents may be corrected by requiring all vehicles to stop at the intersection, thus reducing the chance of an accident if a vehicle runs their stop sign. A moderate amount of traffic passes through this intersection, with around 1,167 vehicles travelling through this intersection on a weekday. Within a recent three-year period, there has been an average of 2.35 accidents for every million vehicles entering this intersection. For reference, the Traffic and Parking Commission has used 1.5 accidents per million vehicles as a threshold for requiring stop signs at intersections. Because the accident rate exceeds this threshold, City staff recommends installing two more stop signs at the intersection of East Walnut Street and North Lowber Street making it a four-way stop.

Ed Hurst motioned to move forward with installing two more stop signs at the intersection of East Walnut Street and North Lowber Street making it a four-way stop. Seconded by Joselyn Stewart, and on call of the roll, Commission Members Broderick, Caswell, Hurst, Wigginton and Stewart voted aye. The chairman declared the motion carried.

REQUESTED STOP SIGNS EAST WALNUT STREET AND NORTH LOWBER STREET



PROPOSED STOP SIGNS



EXISTING STOP SIGNS

Traffic Count performed on 8/14/2019 to 8/15/2019
On-street parking may result in fewer vehicles being counted.
*Southbound traffic counter was tampered with.
Volume assumed to be equal to the northbound count.

ADT (vehicles) = Average Daily Traffic

SPEED DATA:

xx mph = Average Speed

(xx mph) = 85th Percentile Speed

SUBJECT: Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-2275, 2235, 2202 Baker Ln.; 3213 Sullivan Dr.

ATTACHMENTS:

Description	Type
City Council Memorandum No. 2019-13	Cover Memo
Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-2275, 2235, 2202 Baker Ln.; 3213 Sullivan Dr.	Resolution Letter

CITY COUNCIL MEMORANDUM

NO. 2019-13

October 29, 2019

TO: Honorable Mayor and City Council Members
FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel
RE: Annexation of Surrounded Properties

Under Illinois law, territory of less than sixty (60) acres which is entirely surrounded by a municipality may be annexed by that municipality after ten (10) days notice in a newspaper of general circulation. An item before the Council will authorize publication of such a notice, and the Council will then take action to annex said territory on December 16, 2019.

Staff recommends approval of both the Resolution Indicating Intent to Annex and the Annexation Ordinance.

RESOLUTION NO. R-

**RESOLUTION INDICATING INTENT TO ANNEX AN
UNINCORPORATED TERRITORY, SETTING A HEARING TO
CONSIDER SUCH ANNEXATION, AND DIRECTING
PUBLICATION OF HEARING NOTICE
-2275, 2235, 2202 BAKER LANE, 3213 SULLIVAN DRIVE-**

WHEREAS, the City of Decatur desires to annex a certain unincorporated territory containing sixty (60) acres or less, located on 2275 Baker Lane, 2235 Baker Lane, 3213 Sullivan Drive, 2202 Baker Lane, and more specifically described in Exhibit A attached hereto and hereby made a part hereof; and,

WHEREAS, the area to be annexed is wholly bounded by the City's corporate limits; and

WHEREAS, the City is authorized to annex the area without a petition pursuant to 65 ILCS 5/7-1-13.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF DECATUR, ILLINOIS, as follows:

1. The City Clerk be, and she is hereby, directed to publish a Notice of Intent to Annex the property described herein at the City Council's regular meeting on December 16, 2019, at 5:30 p.m. Said Notice of Intent to Annex is attached hereto as Exhibit B and hereby made a part hereof.

2. That said Notice of Intent to Annex shall be published once in a newspaper of general circulation in the City of Decatur not less than ten (10) days prior to the City Council's consideration of said annexation ordinance.

PRESENTED AND ADOPTED THIS 4th day of November, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Tract A

Lot 63 Wilcox Wayside Farms Addition as per plat recorded in book 300 page 186 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as 2275 Baker Lane, PIN 04-12-05-305-015; and also,

Tract B

Lot 62 Wilcox Wayside Farms Addition as per plat recorded in book 300 page 186 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as 2235 Baker Lane, PIN 04-12-05-305-016; and also,

Tract C

Lot 21 Wilcox Wayside Farms Addition as per plat recorded in book 300 page 186 in the records of the Recorder's Office of Macon County, Illinois. Commonly known as 3213 Sullivan Drive, PIN 04-12-05-306-009; and also,

Tract D

Lots 19 & 20 Wilcox Wayside Farms Addition as per plat recorded in book 300 page 186 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as 2202 Baker Lane, PIN 04-12-05-307-006.

EXHIBIT A

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 December 16, 2019, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 4 tracts of property totaling approximately 2.3 acres and being more commonly known as 2275 Baker Lane (PIN 04-12-05-305-015), 2235 Baker Lane (PIN 04-12-05-305-016), 3213 Sullivan Drive (PIN 04-12-05-306-009), 2202 Baker Lane (PIN 04-12-05-307-006), is wholly surrounded by the City of Decatur corporate boundaries, is situated in South Wheatland Township and is legally described as follows:

Tract A

Lot 63 Wilcox Wayside Farms Addition as per plat recorded in book 300 page 186 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as 2275 Baker Lane, PIN 04-12-05-305-015; and also,

Tract B

Lot 62 Wilcox Wayside Farms Addition as per plat recorded in book 300 page 186 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as 2235 Baker Lane, PIN 04-12-05-305-016; and also,

Tract C

Lot 21 Wilcox Wayside Farms Addition as per plat recorded in book 300 page 186 in the records of the Recorder's Office of Macon County, Illinois. Commonly known as 3213 Sullivan Drive, PIN 04-12-05-306-009; and also,

Tract D

Lots 19 & 20 Wilcox Wayside Farms Addition as per plat recorded in book 300 page 186 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as 2202 Baker Lane, PIN 04-12-05-307-006.

DATED this 4th day of November, 2019.

CITY CLERK
CITY OF DECATUR, ILLINOIS

EXHIBIT B

SUBJECT: Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-2620 Forest Crest Rd. (AKA S. Forest Crest Rd.)

ATTACHMENTS:

Description	Type
Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-2620 Forest Crest Rd. (AKA S. Forest Crest Rd.)	Resolution Letter

RESOLUTION NO. R-

**RESOLUTION INDICATING INTENT TO ANNEX AN
UNINCORPORATED TERRITORY, SETTING A HEARING TO
CONSIDER SUCH ANNEXATION, AND DIRECTING
PUBLICATION OF HEARING NOTICE
-2620 FOREST CREST ROAD (AKA S. FOREST CREST ROAD)-**

WHEREAS, the City of Decatur desires to annex a certain unincorporated territory containing sixty (60) acres or less, located on 2620 Forest Crest Road (AKA 2620 S. Forest Crest Road), and more specifically described as follows:

North 2 Acres of the South 4 Acres of the West ½ of the Northeast ¼ of the Southeast ¼ of Section 29, Township 16 North, Range 2 East, of the Third Principle Meridian, Macon County, Illinois; and,

WHEREAS, the area to be annexed is wholly bounded by the City's corporate limits; and

WHEREAS, the City is authorized to annex the area without a petition pursuant to 65 ILCS 5/7-1-13.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF DECATUR, ILLINOIS, as follows:

1. The City Clerk be, and she is hereby, directed to publish a Notice of Intent to Annex the property described herein at the City Council's regular meeting on December 16, 2019, at 5:30 p.m. Said Notice of Intent to Annex is attached hereto as Exhibit A and hereby made a part hereof.

2. That said Notice of Intent to Annex shall be published once in a newspaper of general circulation in the City of Decatur not less than ten (10) days prior to the City Council's consideration of said annexation ordinance.

PRESENTED AND ADOPTED THIS 4th day of November, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

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 December 16, 2019, 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 1.9 acres and being more commonly known as 2620 Forest Crest Road (AKA 2620 S. Forest Crest Road) PIN 17-12-29-426-010, is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

North 2 Acres of the South 4 Acres of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 16 North, Range 2 East, of the Third Principle Meridian, Macon County, Illinois.

DATED this 4th day of November, 2019.

CITY CLERK
CITY OF DECATUR, ILLINOIS

EXHIBIT A

SUBJECT: Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-2636 Forest Crest Rd. (AKA S. Forest Crest Rd.)

ATTACHMENTS:

Description	Type
Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-2636 Forest Crest Rd. (AKA S. Forest Crest Rd.)	Resolution Letter

RESOLUTION NO. R-

**RESOLUTION INDICATING INTENT TO ANNEX AN
UNINCORPORATED TERRITORY, SETTING A HEARING TO
CONSIDER SUCH ANNEXATION, AND DIRECTING
PUBLICATION OF HEARING NOTICE
-2636 FOREST CREST ROAD (AKA S. FOREST CREST ROAD)-**

WHEREAS, the City of Decatur desires to annex a certain unincorporated territory containing sixty (60) acres or less, located on 2636 Forest Crest Road (AKA 2636 S. Forest Crest Road), and more specifically described as follows:

Lot One (1) of Z.P. Birkhead Subdivision, as per Plat recorded in Book 1832, Page 285 of the Records in the Recorder's Office of Macon County, Illinois; and,

WHEREAS, the area to be annexed is wholly bounded by the City's corporate limits; and

WHEREAS, the City is authorized to annex the area without a petition pursuant to 65 ILCS 5/7-1-13.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF DECATUR, ILLINOIS, as follows:

1. The City Clerk be, and she is hereby, directed to publish a Notice of Intent to Annex the property described herein at the City Council's regular meeting on December 16, 2019, at 5:30 p.m. Said Notice of Intent to Annex is attached hereto as Exhibit A and hereby made a part hereof.

2. That said Notice of Intent to Annex shall be published once in a newspaper of general circulation in the City of Decatur not less than ten (10) days prior to the City Council's consideration of said annexation ordinance.

PRESENTED AND ADOPTED THIS 4th day of November, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

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 December 16, 2019, 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 1.1 acres and being more commonly known as 2636 Forest Crest Road (AKA S. Forest Crest Road) PIN 17-12-29-476-010, is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

Lot One (1) of Z.P. Birkhead Subdivision, as per Plat recorded in Book 1832, Page 285 of the Records in the Recorder's Office of Macon County, Illinois.

DATED this 4th day of November, 2019.

CITY CLERK
CITY OF DECATUR, ILLINOIS

EXHIBIT A

SUBJECT: Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-2660, 2676, 2690, 2722, 2772 Forest Crest Rd. (AKA S. Forest Crest Rd.)

ATTACHMENTS:

Description	Type
Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-2660, 2676, 2690, 2722, 2772 Forest Crest Rd. (AKA S. Forest Crest Rd.)	Resolution Letter

RESOLUTION NO. R-

**RESOLUTION INDICATING INTENT TO ANNEX AN
UNINCORPORATED TERRITORY, SETTING A HEARING TO
CONSIDER SUCH ANNEXATION, AND DIRECTING
PUBLICATION OF HEARING NOTICE
-2660, 2676, 2690, 2722, 2772 FOREST CREST ROAD-
-(AKA S. FOREST CREST ROAD)-**

WHEREAS, the City of Decatur desires to annex a certain unincorporated territory containing sixty (60) acres or less, located on 2660 Forest Crest Road (AKA 2660 S. Forest Crest Road), 2676 Forest Crest Road (AKA 2676 S. Forest Crest Road), 2690 Forest Crest Road (AKA 2690 S. Forest Crest Road), 2722 Forest Crest Road (AKA 2722 S. Forest Crest Road), 2772 Forest Crest Road (AKA 2772 S. Forest Crest Road), and more specifically described in Exhibit A attached hereto and hereby made a part hereof; and,

WHEREAS, the area to be annexed is wholly bounded by the City's corporate limits; and

WHEREAS, the City is authorized to annex the area without a petition pursuant to 65 ILCS 5/7-1-13.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF DECATUR, ILLINOIS, as follows:

1. The City Clerk be, and she is hereby, directed to publish a Notice of Intent to Annex the property described herein at the City Council's regular meeting on December 16, 2019, at 5:30 p.m. Said Notice of Intent to Annex is attached hereto as Exhibit B and hereby made a part hereof.
2. That said Notice of Intent to Annex shall be published once in a newspaper of general circulation in the City of Decatur not less than ten (10) days prior to the City Council's consideration of said annexation ordinance.

PRESENTED AND ADOPTED THIS 4th day of November, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Tract A

Commencing at the Southwest Corner of North $\frac{1}{2}$ of Northwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ Section 29-16-2E thence east 330 feet, thence North 66 feet, thence West 330 feet, thence South 66 feet to Point of Beginning. Commonly known as 2660 Forest Crest Road (AKA 2660 S. Forest Crest Road) PIN 17-12-29-476-002; and also,

Tract B

Beginning at a point 413.71 feet North of the Southwest Corner of the North Half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section Twenty-nine (29) Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., thence North to the North line of the South Half of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section Twenty-nine (29), thence East along said North line 658 feet, thence South to a point due East of the place of beginning, thence West to the place of beginning, except the South Half thereof. Commonly known as 2676 Forest Crest Road (AKA 2676 S. Forest Crest Road) PIN 17-12-29-476-003; and also,

Tract C

Beginning at a point 413.71 feet North of the Southwest Corner of the North Half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section Twenty-nine (29) Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., thence North to the North line of the South Half of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section Twenty-nine (29), thence East along said North line 658 feet, thence South to a point due East of the place of beginning, thence West to the place of beginning, except the North Half thereof. Commonly known as 2690 Forest Crest Road (AKA 2690 S. Forest Crest Road) PIN 17-12-29-476-004; and also,

Tract D

Part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 16 North, Range 2 East of the 3rd P.M., more particularly described as follows: Beginning at a point 226.75 ft. North and 20 feet East of the Southwest Corner of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Public Road, thence East 213 feet, thence North 186.96 feet, thence West 213 feet to the East line of the Public Road. Commonly known as 2722 Forest Crest Road (AKA 2722 S. Forest Crest Road) PIN 17-12-29-476-005; and also,

Tract E

Beginning 113 feet North of the Southwest Corner of the North $\frac{1}{2}$ of the South West $\frac{1}{4}$ of the South East $\frac{1}{4}$ of the South East $\frac{1}{4}$ of the Section Twenty-nine (29), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., thence North 113.75 feet, thence East 233 feet, thence North 186.96 feet, thence East 425 feet to the East Line of the North West $\frac{1}{4}$ of the South East $\frac{1}{4}$ of the South East $\frac{1}{4}$ of said Section 29, thence South to a point 113 feet North of the South Line of the North $\frac{1}{2}$ of the South West $\frac{1}{4}$ of the South East $\frac{1}{4}$ of the South East $\frac{1}{4}$ of said Section 29, thence west 658 feet to the place of beginning. Commonly known as 2772 Forest Crest Road (AKA 2772 S. Forest Crest Road) PIN 17-12-29-476-006.

EXHIBIT A

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 December 16, 2019, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 5 tracts of property totaling approximately 8.5 acres and being more commonly known as 2660 Forest Crest Road (AKA 2660 S. Forest Crest Road), 2676 Forest Crest Road (AKA 2676 S. Forest Crest Road), 2690 Forest Crest Road (AKA 2690 S. Forest Crest Road), 2722 Forest Crest Road (AKA 2722 S. Forest Crest Road), 2772 Forest Crest Road (AKA 2772 S. Forest Crest Road), is wholly surrounded by the City of Decatur corporate boundaries, is situated in South Wheatland Township and is legally described as follows:

Tract A

Commencing at the Southwest Corner of North $\frac{1}{2}$ of Northwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$ Section 29-16-2E thence east 330 feet, thence North 66 feet, thence West 330 feet, thence South 66 feet to Point of Beginning. Commonly known as 2660 Forest Crest Road (AKA 2660 S. Forest Crest Road) PIN 17-12-29-476-002; and also,

Tract B

Beginning at a point 413.71 feet North of the Southwest Corner of the North Half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section Twenty-nine (29) Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., thence North to the North line of the South Half of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section Twenty-nine (29), thence East along said North line 658 feet, thence South to a point due East of the place of beginning, thence West to the place of beginning, except the South Half thereof. Commonly known as 2676 Forest Crest Road (AKA 2676 S. Forest Crest Road) PIN 17-12-29-476-003; and also,

Tract C

Beginning at a point 413.71 feet North of the Southwest Corner of the North Half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section Twenty-nine (29) Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., thence North to the North line of the South Half of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section Twenty-nine (29), thence East along said North line 658 feet, thence South to a point due East of the place of beginning, thence West to the place of beginning, except the North Half thereof. Commonly known as 2690 Forest Crest Road (AKA 2690 S. Forest Crest Road) PIN 17-12-29-476-004; and also,

Tract D

Part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 16 North, Range 2 East of the 3rd P.M., more particularly described as follows: Beginning at a point 226.75 ft. North and 20 feet East of the Southwest Corner of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the

Southeast $\frac{1}{4}$ of said Public Road, thence East 213 feet, thence North 186.96 feet, thence West 213 feet to the East line of the Public Road. Commonly known as 2722 Forest Crest Road (AKA 2722 S. Forest Crest Road) PIN 17-12-29-476-005; and also,

Tract E

Beginning 113 feet North of the Southwest Corner of the North $\frac{1}{2}$ of the South West $\frac{1}{4}$ of the South East $\frac{1}{4}$ of the South East $\frac{1}{4}$ of the Section Twenty-nine (29), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., thence North 113.75 feet, thence East 233 feet, thence North 186.96 feet, thence East 425 feet to the East Line of the North West $\frac{1}{4}$ of the South East $\frac{1}{4}$ of the South East $\frac{1}{4}$ of said Section 29, thence South to a point 113 feet North of the South Line of the North $\frac{1}{2}$ of the South West $\frac{1}{4}$ of the South East $\frac{1}{4}$ of the South East $\frac{1}{4}$ of said Section 29, thence west 658 feet to the place of beginning. Commonly known as 2772 Forest Crest Road (AKA 2772 S. Forest Crest Road) PIN 17-12-29-476-006.

DATED this 4th day of November, 2019.

CITY CLERK
CITY OF DECATUR, ILLINOIS

EXHIBIT B

SUBJECT: Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-55 Tennison Ct.

ATTACHMENTS:

Description	Type
Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-55 Tennison Ct.	Resolution Letter

RESOLUTION NO. R-

**RESOLUTION INDICATING INTENT TO ANNEX AN
UNINCORPORATED TERRITORY, SETTING A HEARING TO
CONSIDER SUCH ANNEXATION, AND DIRECTING
PUBLICATION OF HEARING NOTICE
-55 TENNISON COURT-**

WHEREAS, the City of Decatur desires to annex a certain unincorporated territory containing sixty (60) acres or less, located on 55 Tennison Court, and more specifically described as follows:

Lot 20 Tennison Addition as per plat recorded in book 1832 page 82 of the records in the Recorder's Office of Macon County, Illinois; and,

WHEREAS, the area to be annexed is wholly bounded by the City's corporate limits; and

WHEREAS, the City is authorized to annex the area without a petition pursuant to 65 ILCS 5/7-1-13.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF DECATUR, ILLINOIS, as follows:

1. The City Clerk be, and she is hereby, directed to publish a Notice of Intent to Annex the property described herein at the City Council's regular meeting on December 16, 2019, at 5:30 p.m. Said Notice of Intent to Annex is attached hereto as Exhibit A and hereby made a part hereof.

2. That said Notice of Intent to Annex shall be published once in a newspaper of general circulation in the City of Decatur not less than ten (10) days prior to the City Council's consideration of said annexation ordinance.

PRESENTED AND ADOPTED THIS 4th day of November, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

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 December 16, 2019, 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 .54 acres and being more commonly known as 55 Tennison Court (PIN 07-07-32-276-005), is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

Lot 20 Tennison Addition as per plat recorded in book 1832 page 82 of the records in the Recorder's Office of Macon County, Illinois.

DATED this 4th day of November, 2019.

CITY CLERK
CITY OF DECATUR, ILLINOIS

EXHIBIT A

SUBJECT: Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-13 Cloyds Dr.

ATTACHMENTS:

Description	Type
Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-13 Cloyds Dr.	Resolution Letter

RESOLUTION NO. R-
RESOLUTION INDICATING INTENT TO ANNEX AN
UNINCORPORATED TERRITORY, SETTING A HEARING TO
CONSIDER SUCH ANNEXATION, AND DIRECTING
PUBLICATION OF HEARING NOTICE
-13 CLOYDS DRIVE-

WHEREAS, the City of Decatur desires to annex a certain unincorporated territory containing sixty (60) acres or less, located on 13 Cloyds Drive, and more specifically described as follows:

Lot 13 Cloyd's 1st Addition as per plat recorded in book 300 page 230 of the records in the Recorder's Office of Macon County, Illinois; and,

WHEREAS, the area to be annexed is wholly bounded by the City's corporate limits; and

WHEREAS, the City is authorized to annex the area without a petition pursuant to 65 ILCS 5/7-1-13.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF DECATUR, ILLINOIS, as follows:

1. The City Clerk be, and she is hereby, directed to publish a Notice of Intent to Annex the property described herein at the City Council's regular meeting on December 16, 2019, at 5:30 p.m. Said Notice of Intent to Annex is attached hereto as Exhibit A and hereby made a part hereof.
2. That said Notice of Intent to Annex shall be published once in a newspaper of general circulation in the City of Decatur not less than ten (10) days prior to the City Council's consideration of said annexation ordinance.

PRESENTED AND ADOPTED THIS 4th day of November, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

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 December 16, 2019, 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 .46 acres and being more commonly known as 13 Cloyds Drive (PIN 07-07-28-453-008), is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

Lot 13 Cloyd's 1st Addition as per plat recorded in book 300 page 230 of the records in the Recorder's Office of Macon County, Illinois.

DATED this 4th day of November, 2019.

CITY CLERK
CITY OF DECATUR, ILLINOIS

EXHIBIT A

Legal Department

DATE:

MEMO:

TO:

FROM:

SUBJECT: Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-840 N. Sunup Ct.

ATTACHMENTS:

Description	Type
Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-840 N. Sunup Ct.	Resolution Letter

RESOLUTION NO. R-

**RESOLUTION INDICATING INTENT TO ANNEX AN
UNINCORPORATED TERRITORY, SETTING A HEARING TO
CONSIDER SUCH ANNEXATION, AND DIRECTING
PUBLICATION OF HEARING NOTICE
-840 NORTH SUNUP COURT-**

WHEREAS, the City of Decatur desires to annex a certain unincorporated territory containing sixty (60) acres or less, located on 840 North Sunup Court, and more specifically described as follows:

Lot Four (4) of George S. Foster Subdivision in the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 8, Township 16 North, Range 2 East, as per plat recorded in book 745 page 265 of the records in the Recorder's Office of Macon County, Illinois; and,

WHEREAS, the area to be annexed is wholly bounded by the City's corporate limits; and

WHEREAS, the City is authorized to annex the area without a petition pursuant to 65 ILCS 5/7-1-13.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF DECATUR, ILLINOIS, as follows:

1. The City Clerk be, and she is hereby, directed to publish a Notice of Intent to Annex the property described herein at the City Council's regular meeting on December 16, 2019, at 5:30 p.m. Said Notice of Intent to Annex is attached hereto as Exhibit A and hereby made a part hereof.

2. That said Notice of Intent to Annex shall be published once in a newspaper of general circulation in the City of Decatur not less than ten (10) days prior to the City Council's consideration of said annexation ordinance.

PRESENTED AND ADOPTED THIS 4th day of November, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

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 December 16, 2019, 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 1.2 acres and being more commonly known as 840 North Sunup Court (PIN 04-12-08-353-004), is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

Lot Four (4) of George S. Foster Subdivision in the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 8, Township 16 North, Range 2 East, as per plat recorded in book 745 page 265 of the records in the Recorder's Office of Macon County, Illinois.

DATED this 4th day of November, 2019.

CITY CLERK
CITY OF DECATUR, ILLINOIS

EXHIBIT A

SUBJECT: Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-Lot East of 1339 W. Rock Springs Rd.

ATTACHMENTS:

Description	Type
Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-Lot East of 1339 W. Rock Springs Rd.	Resolution Letter

RESOLUTION NO. R-

**RESOLUTION INDICATING INTENT TO ANNEX AN
UNINCORPORATED TERRITORY, SETTING A HEARING TO
CONSIDER SUCH ANNEXATION, AND DIRECTING
PUBLICATION OF HEARING NOTICE
-LOT EAST OF 1339 WEST ROCK SPRINGS ROAD-**

WHEREAS, the City of Decatur desires to annex a certain unincorporated territory containing sixty (60) acres or less, located on Lot East of 1339 West Rock Springs Road, and more specifically described as follows:

The East 26 feet of the West 97 feet of the North 336.9 feet of a parcel of land described as: Beginning at a point 128.5 feet West of the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 28, Township 16 North, Range 2 East of the Third P.M., thence West 16 rods, thence South 40 rods to the 10 acre line, thence East 16 rods, thence North 40 rods to the point of beginning as per Plat of Survey recorded in Book 1619 at page 650 of the records in the Recorder's Office of Macon County, Illinois, Situated in Macon County, Illinois; and,

WHEREAS, the area to be annexed is wholly bounded by the City's corporate limits; and

WHEREAS, the City is authorized to annex the area without a petition pursuant to 65 ILCS 5/7-1-13.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF DECATUR, ILLINOIS, as follows:

1. The City Clerk be, and she is hereby, directed to publish a Notice of Intent to Annex the property described herein at the City Council's regular meeting on December 16, 2019, at 5:30 p.m. Said Notice of Intent to Annex is attached hereto as Exhibit A and hereby made a part hereof.
2. That said Notice of Intent to Annex shall be published once in a newspaper of general circulation in the City of Decatur not less than ten (10) days prior to the City Council's consideration of said annexation ordinance.

PRESENTED AND ADOPTED THIS 4th day of November, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

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 December 16, 2019, 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 0.2 acres and being more commonly known as Lot East of 1339 West Rock Spring Road (PIN 17-12-28-201-010), is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

The East 26 feet of the West 97 feet of the North 336.9 feet of a parcel of land described as: Beginning at a point 128.5 feet West of the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 28, Township 16 North, Range 2 East of the Third P.M., thence West 16 rods, thence South 40 rods to the 10 acre line, thence East 16 rods, thence North 40 rods to the point of beginning as per Plat of Survey recorded in Book 1619 at page 650 of the records in the Recorder's Office of Macon County, Illinois, Situated in Macon County, Illinois.

DATED this 4th day of November, 2019.

CITY CLERK
CITY OF DECATUR, ILLINOIS

EXHIBIT A

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Zoning Board of Appeals Minutes of July, 11, 2019	Backup Material
Historical and Architectural Sites Commission Minutes of April 17, 2019	Backup Material

**MINUTES OF THE MEETING
OF THE
DECATUR ZONING BOARD OF APPEALS**

Thursday, July 11, 2019, 4:00 P.M.
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The July 11, 2019 meeting of the Decatur Zoning Board of Appeals was called to order at 4:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Julie Lamb who determined a quorum was present.

Members Present: Kim Aukamp, Robert Brice, Chris Brodnicki,
Zane Peterson, Leslie Risby, Jeff Taylor, Julie Lamb

Members Absent: None

Staff Present: Ray Lai, David Greenwell, Joselyn Stewart,
Amy Waks, Scott Dedert, Tim Dudley, Janet Poland

II. Approval of Minutes: June 13, 2019

It was moved and seconded (Brodnicki/Aukamp) to approve the minutes of the June 13, 2019 meeting of the Zoning Board of Appeals. Motion carried unanimously.

III. New Business

Case No. 19-05 Petition of CARROLS CORPORATION for a variance from the provisions of the Zoning Ordinance (Ordinance #3512, as amended, Section XXIV.C.3f. and Section XII.C.3.) to reduce the required minimum of ten (10) stacking spaces for a proposed restaurant with a drive-up and drive-through to seven (7) stacking spaces, and to reduce the minimum front yard setback from twenty-five (25) feet to five (5) feet at 2062 SOUTH MOUNT ZION ROAD. Said premise is zoned B-2 Commercial District.

Mr. Scott Dedert was sworn in by Mrs. Janet Poland.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval, based on the staff report distributed to the Zoning Board of Appeals prior to the meeting (staff report is on file and is available for reviewing by request). Staff recommends approval of the reduction of the minimum of ten (10) stacking spaces for a drive-up and drive-through to seven (7) stacking spaces, and to reduce a

minimum front yard setback from twenty-five (25) feet to five (5) feet along South Mount Zion Road with the following conditions:

1. Install an "Exit Only" sign next to the exit point of the access drive on the southside of the subject site.
2. Install a landscaped curb island with shrubs of maximum of two (2) feet in height at the entry point of the drive-up and drive-through.
3. Install shrubs of a maximum of three (3) feet in height along Mount Zion Road setback.
4. Three (3) sides of the trash enclosure shall be of brick construction with sliding doors on the opening.

Chairman Julie Lamb asked if the five (5) foot setback was from IL Route 121. Mr. Dedert stated the setback is from the property line. Chairman Lamb asked if there were any other plans for access off IL Route 121. Mr. Dedert said no. Chairman Lamb asked if there were plans to fix the pot holes in the parking lot. Mr. Dedert was not aware of any.

Ms. Kim Aukamp asked if there had been a previous variance granted. Mr. Dedert said the two owners were granted a variance in 2010 for reduced parking.

Ms. Amanda Aldridge, representative for the petitioner, was sworn in by Mrs. Poland.

Ms. Aldridge stated they want a good customer experience and believes that the owner would be fine with them paving the parking lot. Ms. Aldridge said she realizes this is a tight fit and she has driven the pattern at different times during the day and it does work. They are trying to grow in this area.

Mr. Robert Brice asked what the hours of operation would be. Ms. Aldridge stated 6 A.M. to 11 P.M. on weekdays and 6 A.M. to 12 A.M. on weekends.

Mr. Zane Peterson asked if the parking would be sufficient if the strip mall did not have any vacancies. Ms. Aldridge stated the calculations are based on the strip mall being at full capacity.

Mr. Kyle Rentmore, Engineer with Mannik Smith Group, was sworn in by Mrs. Poland.

Mr. Rentmore stated the four (4) conditions staff made for the project were reasonable and they have no issues with compliance. Their goal is to make the traffic flow and the site as customer friendly as possible.

Mr. Peterson stated he did not find it aesthetically pleasing to have the garbage enclosure in the front along the roadway. Ms. Aldridge said the front is the only place they could get it to fit. It will be bricked on all three (3) sides and they will work very hard to keep it clean.

Mr. Ed Flynn, representative for IP Plaza, was sworn in by Mrs. Poland.

Mr. Flynn said the location of the proposed development is objectionable and at the risk of harming other ongoing businesses. Mr. Flynn passed out photos (attached) that show the view from Mt. Zion Road and from Busey Bank. Mr. Flynn said the variance for the seven (7) stacking cars does not mean the stacking stops. It would be hard for customers of Busey Bank to get to the bank drive-up. Mr. Flynn stated there are not enough parking spaces for the proposed development. The report fails to give you the required parking spaces. Mr. Flynn said he lives a mile away and would like to have another food choice in the area but does not want a complete cluster in the shopping area that he shops regularly. He would encourage the developer to look elsewhere. This development will have a negative impact on surrounding properties. He is a firm believer in development as it does provide jobs but not at the detriment of the people who bank at Busey Bank or at the expense of IP Plaza to

the north due to the shared parking agreement. Mr. Flynn respectively requests the request be denied. This is not a desirable location.

Ms. Amy Waks, Assistant Corporation Counsel, stated she wanted to remind the Zoning Board members that they are being asked to grant the two (2) variances they are requesting, not whether they should build in a different location.

Mr. John Waddock, Busey Bank, was sworn in by Mrs. Poland.

Mr. Waddock stated he is concerned how his customers will access his branch. The parking lot is used as a big thoroughfare. They cut across the parking lot to access the bank. If cars are stacked for the proposed development it would make the bank's drive-thru difficult to enter. This is a very busy branch with a lot of traffic. They do not want a development that creates problems for their customers.

Mr. Ray Lai, Economic and Community Development Director, stated the case in front of the members is not whether this use is permitted or not as the drive-thru restaurant is a permitted use in this development. The number of required parking spaces will be met so that is not an issue. The two (2) requests for variances are to reduce the stacking from ten (10) spaces to seven (7) spaces and to reduce the minimum front yard setback from twenty-five (25) feet to five (5) feet along South Mount Zion Road. These are the only two (2) issues to be considered.

Chairman Lamb asked if the parking spaces should be considered. Mr. Lai stated there is a site plan review done to ensure the development has the correct amount of parking spaces along with meeting other site requirements.

Ms. Kim Aukamp asked why they could not go further into the parking lot instead of asking for a variance. Mr. Dedert said it would take away from the required parking spaces.

It was moved and seconded (Taylor/Brodnicki) to approve Case. No. 19-05 as recommended by staff.

Upon call of the roll, Commission members Chris Brodnicki, Leslie Risby, and Jeff Taylor voted aye. Commission members Kim Aukamp, Robert Brice, Zane Peterson and Chairman Julie Lamb voted nay. Chairman Lamb declared the motion denied.

Case No. 19-06 Petition of 22nd STREET DISCOUNT LIQUOR for a variance from the provisions of the Zoning Ordinance (Ordinance #3512, as amended, Section XXV.C.) to reduce the minimum required front yard setback from ten (10) feet to five (5) feet from the north Right-of-Way line of North 22nd Street to allow for the replacement of an Electronic Message Unit (EMU) sign located at 1325 NORTH 22nd STREET. Said premise is zoned M-1 Intense Commercial/Light Industrial District.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval, based on the staff report distributed to the Zoning Board of Appeals prior to the meeting (staff report is on file and is available for reviewing by request). Staff recommends the approval of this requested variance for reduction of the required front yard setback from ten (10) feet to five (5) feet from the north Right-of-Way line of North 22nd Street to allow for the replacement of the existing sign with an Electronic Message Unit (EMU) sign with the following condition:

1. Remove any or all flag signs, pennants or streamers on the property.

Ms. Kim Aukamp asked what is the size the existing sign. Mr. Dedert said he believes it is around fifty (50) square feet.

Mr. Zane Peterson asked if the proposed sign is the same size as the existing sign. Mr. Dedert stated the proposed sign is the same as the existing sign, the only difference is it will be a full electronic message unit instead of a partial electronic message unit. Mr. Dedert said the existing sign will be taken down and demolished.

Ms. Amy Waks, Assistant Corporation Counsel, explained that the existing sign is in violation of the required ten (10) foot setback. The new sign will be placed in the exact same location with the approval of the variance.

Mr. Jason Tompkins, representative for the petitioner, was sworn in by Mrs. Poland.

Mr. Tompkins stated if a sign is torn down and rebuilt, it has to conform to the current setbacks. If the new sign would have to move in five (5) feet from where it stands now, it reduces the driveway between the sign and the building. This is a heavily traveled area due to the drive-up window and might possibly be a safety issue.

It was moved and seconded (Brodnicki/Brice) to approve Case. No. 19-06 as recommended by staff.

Upon call of the roll, Commission members Kim Aukamp, Robert Brice, Chris Brodnicki, Zane Peterson, Leslie Risby, Jeff Taylor and Chairman Julie Lamb voted aye. Chairman Lamb declared the motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

No Commission members expressed comments.

VI. Adjournment

There being no further business, it was moved and seconded (Peterson/Brice) to adjourn the meeting. Motion carried unanimously. Chairman Lamb declared the meeting adjourned at 5:04 P.M.

MINUTES OF THE MEETING
OF THE
HISTORICAL AND ARCHITECTURAL SITES COMMISSION

Wednesday, April 17, 2019, 4:00 P.M.
City Council Chamber, Decatur Civic Center

The April 17, 2019 meeting of the Historical and Architectural Sites Commission was called to order by Chairman Mike Couch, in the City Council Chamber, Third Floor of the Decatur Civic Center, at 4:00 P.M., who determined a quorum was present.

Members Present: Zach Anderson, Eric Bramer, Becky Damptz, John Larcher, Bob Luther, Hank Norris, Pat Penhallegon, Mike Couch

Members Absent: Jeff Hunt, Andrew Taylor, Katherine Unruh

Staff Present: Tim Dudley, Ray Lai, Janet Poland

Secretary's Report

It was moved and seconded (Larcher/Penhallegon) to approve the minutes of the March 20, 2019 meeting of the Historical and Architectural Sites Commission as presented. Motion carried unanimously.

Treasurer's Report

Mr. Tim Dudley stated name plates for new members were ordered and paid for leaving a balance of \$3,028.

Old Business

It was moved and seconded (Damptz/Norris) to remove the consideration for a Certificate of Appropriateness for 620 West North Street from the table and move to New Business. Motion carried unanimously.

New Business

Certificate of Appropriateness consideration for 620 West North Street –

Mr. Dudley discussed and presented slides of the site and surrounding area.

Mr. Darrius Cliff, owner, was sworn in by Mrs. Poland.

Mr. Hank Norris asked if the replacement windows would be the same as the existing windows. Mr. Cliff said the replacement windows do not have any vertical divisions.

Mr. Bob Luther asked if Mr. Cliff was planning on living in the house. Mr. Cliff said yes.

Mr. Norris said the Commission likes to see that the home has the original look. from the street or sidewalk. He asked if the windows were wood. Mr. Cliff said yes. He does not plan to

remove any of the architectural corners or columns. He will clean them up as best as he can to match the vinyl siding he plans to use.

Mr. Norris stated it looks as if the original windows are the four (4) over one (1) type windows. He said there are ways to make them energy efficient instead of putting in plastic windows. This might save him money in the long run. The wooden windows would help restore some of the home's historic value. Mr. Cliff said the wood is not any good on the windows from water damage. Mr. Norris said they might possibly have the names of a few craftsmen that could help instruct him on how to save the windows and save him some money.

Chairman Couch asked if Mr. Cliff was leaving the window trim on the outside. Mr. Cliff said yes.

Mr. John Larcher stated when vinyl siding is put on an old house the little details at the window get chopped off. He stated those details should stay on the house. He asked if Mr. Cliff had gotten any quotes on scraping or power washing the house instead of siding. Mr. Cliff said no. Mr. Larcher asked what percentage of the siding is damaged and needs to be replaced. Mr. Cliff said thirty (30) or thirty-five (35) percent.

Chairman Couch asked if Mr. Cliff would be opposed to using Triple 3 vinyl siding instead of the Dutch lap. Mr. Cliff said he could do that.

Chairman Couch said he would entertain a motion to approve the Certificate of Appropriateness if Mr. Cliff uses a Triple 3 siding, maintains the architectural elements around the windows, corners, porch posts and puts the divisions in the front windows.

Mr. Norris said he would give Mr. Cliff the name and number of a gentleman that is a window restoration specialist.

Mr. Luther asked how long this project will take Mr. Cliff. Mr. Cliff said he is hoping a couple of months. Mr. Luther asked how the Commission knows the work is being done.

Mr. Dudley said the work that Mr. Cliff is doing does not require a permit. It would be up to the Commission or himself to see that the work is being done as requested.

It was moved and seconded (Couch/Luther) to approve the Certificate of Appropriateness for 620 West North Street with the following amendment:

1. Triple 3 siding will be used
2. Divided lites will be used in the front windows
3. Do not cut off or cover any of the appointments

Motion carried unanimously.

Certificate of Appropriateness consideration for 840 West William Street –

Mr. Dudley discussed and presented slides of the site and surrounding area.

Mrs. Bonnie Howell-Dipple, representative for the petitioner, was sworn in by Mrs. Poland.

Mr. Pat Penhallegon asked if they are planning to replace things as they were. Mrs. Howell-Dipple said they looked up an old picture and they are trying to keep things as they were. Originally, there was not a railing so they are trying to restore the existing railing as it is. He asked if they were going to put in new posts. Ms. Howell-Dipple said they are going to rebuild the posts.

Mr. Norris said the railing nor the lattice work under the railing is historically appropriate. Ms. Howell-Dipple said she was just putting back what was there to make it look better. Mr. Norris stated his suggestion would be to try to do something that would be a skirting below the porch and a railing that would be the original intent of the builder.

Mr. Jerry Dipple was sworn in by Mrs. Poland.

Mr. Dipple said they found a few scrolled posts under the house that were used for the skirting but there would not be a way to match or even get close to them. He said the house is beautiful inside with all the crown molding still in place.

Mrs. Howell-Dipple said once the bushes were grown up you will not see the skirting or the railing.

Mr. Pennhallegon said originally more than likely there was not a railing as the pillars stand out above the detail.

Mr. Dudley stated any changes to a structure would have to be up to building code.

Ms. Becky Damptz said the picture she found had the vertical skirting which was common on a lot of older homes.

Mr. Dudley suggested turning the 2 X 4's to create thin slats. Mr. Norris stated if they were cut down to 2 X 2 with a two (2) inch space in between it would be a more appropriate solution for the railing. This should be set or framed in a box.

Mr. Luther asked if there was any reason they could not leave the area under the porch open. No one was aware of any problem leaving it open.

Mr. Pennhallegon does not like the railing being raised. It does not look right. After several suggestions, Mr. Dudley said staff would be willing to research to possibly modify the height requirement on the railing.

Mr. Ray Lai stated as part of the research staff is going to conduct they will also get in touch with the Building Commission and see if this would fit into their area. Staff will keep the petitioner and the Commission informed.

It was moved and seconded (Norris/Pennhallegon) to approve the Certificate of Appropriateness for 840 West William Street with the understanding that staff will work with the petitioner to keep the historical look and feel of the structure. Motion carried unanimously.

Other Business

Mr. Dudley stated an Ordinance was recently amended by city Council stating that all members of HASC, going forward, will have to be residents of the City of Decatur. All members on the Commission now that do not live in the City are able to stay on the Commission.

Mr. Dudley stated HASC will be purchasing iPads to use for the historic district research and the neighborhood revitalization effort.

Appearance of Citizens

No citizens were present.

The next meeting will be held on May 15, 2019 at 4:00 P.M.

There being no further business, and upon call of roll, Chairman Couch declared the meeting adjourned at 4:25 P.M.



CITY OF DECATUR ILLINOIS

1 GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

October 7, 2019

The Honorable Ms. Julie Moore Wolfe and
Members of the City of Decatur City Council

Informational Memorandum Communicating the Condition of the Firefighter Pension Fund for the Year Ended December 31, 2018

Financial Management Department Letter 2019 - 09

In accordance with State of Illinois House Bill 5088 (Public Act 95-950 effective 08/29/2008), the Pension Fund is required to file a report with the Governing Board reporting on the condition of the Pension Plan at the end of its most recently completed fiscal year, with such report filed with the Governing Board prior to the Governing Board consideration of the future period tax levy.

As such, the attached Municipal Compliance Report is hereby filed with the City Clerk, to be presented to the City Council as an Informational Memorandum at its meeting on October 21, 2019.

Regards,

A handwritten signature in blue ink, appearing to be "G. Zientara", is written over the "Regards," text.

G. Zientara
City Treasurer & Director of Finance

cc: Scot Wrighton, City Manager
Kimberly Althoff, City Clerk
James R. Ohl, Secretary Decatur Firefighter Pension Board
Adam Ruderman, President Decatur Firefighter Pension Board
Melinda Hawbaker, City Comptroller

**CITY OF DECATUR, ILLINOIS
FIREFIGHTERS' PENSION PLAN**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Year Ended December 31, 2018**

The Pension Board certifies to the City Council of the Municipality on the condition of the Pension Plan at the end of its most recently completed fiscal year the following information:

1. The total assets of the fund in its custody at the end of the fiscal year and the current market value of those assets:

Total Assets (at Market Value)	(CAFR)	<u>\$ 74,305,735</u>
Actuarial Value of Assets (see item 8 for explanation)		<u>\$ 86,398,706</u>

2. The estimated receipts during the next succeeding fiscal year from deductions from the salaries or wages of firefighters and from other sources:

Estimated Receipts - Employee Contributions	(Valuation)	<u>\$ 835,445</u>
Estimated Receipts - All Other Sources	(Valuation)	
Investment Earnings		<u>N/A</u>
Municipal Contributions	(Valuation)	<u>\$ 5,884,675</u>

3. The estimated amount required during the next succeeding fiscal year to (a) pay all pensions and other obligations provided in Article 4 of the Illinois Pension Code, and (b) to meet the annual requirements of the fund as provided in Sections 4-118 and 4-120 and (c) the increase in employer pension contributions resulting from the implementation of P.A. 93-0689:

(a)	Pay all Pensions and Other Obligations	(2020 Projection)	<u>\$ 8,512,000</u>
(b)	Annual Requirement of the Fund as Determined by:	(2019 Projection)	
	Illinois Department of Insurance - Report Dated August 16, 2019		<u>\$ 5,833,934</u>
	Private Actuary - Report Dated April 10, 2019	(2020 Projection)	
	(Entry Age Normal - Level Percentage of Payroll)		<u>\$ 5,884,675</u>
	Private Actuary - Report Dated April 10, 2019 (PA096-1495)		<u>\$ 4,933,480</u>
	(2020 Projection)		
(c)	Annual Requirement of the Fund as Determined by:		
	*Illinois Department of Insurance		<u>N/A</u>
	Private Actuary - Report Dated March 15, 2018		<u>N/A</u>

**CITY OF DECATUR, ILLINOIS
FIREFIGHTERS' PENSION PLAN**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Year Ended December 31, 2018**

4. The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	Current Fiscal Year (2018)	Preceding Fiscal Year (2017)
Net Income Received from Investment of Assets (CAFR)	\$ (3,615,171)	\$ 8,269,745
Assumed Investment Return		
*Illinois Department of Insurance - Report Dated August 16, 2019	6.50%	6.50%
Private Actuary - Report Dated April 10, 2019	7.00%	7.00%
Actual Investment Return	(4.64)%	11.84%

5. The total number of active employees who are financially contributing to the fund:

Number of Active Members (as of 12/31/18)	102
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6. The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

(Projection for FY 2019)	Number of	Total Amount Disbursed
(i) Regular Retirement Pension	79	\$ 5,395,990
(ii) Disability Pension	25	\$ 1,388,370
(iii) Survivors and Child Benefits	29	\$ 1,143,849

**CITY OF DECATUR, ILLINOIS
FIREFIGHTERS' PENSION PLAN**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Year Ended December 31, 2018**

7. The funded ratio of the fund:

	Current Fiscal Year (12/31/18)	Preceding Fiscal Year (12/31/17)
Illinois Department of Insurance – Report Dated August 16, 2019	53.0%	55.0%
Private Actuary - Report Dated April 10, 2019	58.8%	57.5%

8. The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability: (as of 12/31/18)

*Illinois Department of Insurance - Report Dated August 16, 2019 \$ 70,911,394

Private Actuary - Report Dated April 10, 2019 \$ 60,579,579

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets. The actuarial value of assets is the asset value derived by using the plan's asset valuation method which is a method designed to smooth random fluctuations in asset values. The objective underlying the use of asset valuation method is to provide for the long-term stability of municipality contributions.

9. The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy - See Attached

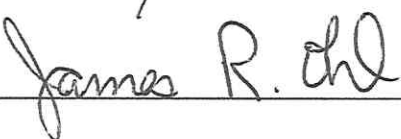
**CITY OF DECATUR, ILLINOIS
FIREFIGHTERS' PENSION PLAN**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Year Ended December 31, 2018**

CERTIFICATION OF MUNICIPAL FIRE
PENSION PLAN COMPLIANCE REPORT

We, the undersigned Trustees of the Decatur Firefighters' Pension Plan, based upon information and belief, and to the best of our knowledge, certify pursuant to §5/4-134 of the Illinois Pension Code, that the preceding report is true and accurate.

 President

 Secretary

Dated: OCT. 3, 2019

DECATUR FIREMAN PENSION INVESTMENT POLICY STATEMENT

I. PURPOSE

The Decatur Firefighters Pension Fund is a contributory pension plan created under Article 4 of the Illinois Firefighters Pension Code (40 ILCS 5/1-101 et seq.) for the purpose of providing retirement and/or disability benefits to firefighters, their surviving spouses and dependents. Contributions to the plan come from active duty firefighters and from taxes upon the Fire Protection District. This Statement of Investment Policy, objectives and guidelines applies to all assets of the Decatur Pension Fund. All Investment Management Consultant(s), Investment Manager(s) and Custodian(s) shall affix their signatures on the last page hereof and hereby acknowledge that (a) they have read, understood, and agreed to adhere to this statement; (b) they are "fiduciary" with respect to the Fund as provided under Illinois law including Section 1-101.1 (a) of the Code; (c) investments of the Fund are restricted to those investments permitted under the provisions of Code applicable to the Fund, including 40 ILCS 5/1-113.2-113.4 thereof; and (d) all investments shall be made in the name of the Board of Trustees and shall be clearly held and accounted for to indicate ownership by the Board of Trustees.

II. DEFINITIONS

The following terms used herein have the meaning stated below.

- "Code" shall mean "Illinois Pension Code (40 ILCS 5/1-101 et seq.).
- "Plan" shall mean the Pension Plan of the Decatur Firefighters.
- "Fund" shall mean the Decatur Firefighters Pension Fund. Fund shall also mean the Plan as defined herein.
- "Board of Trustees" shall refer to the governing established to administer and control the fund as specified in 40 ILCS 5/1-113.2 et. seq. of the Code.
- "Fiduciary" shall mean a "Fiduciary" as defined under Illinois law including but not limited to the definitions of Section 1-101.2 of the Code and shall include any person who exercises any disposition of its assets, or renders investment advice for a fee or other compensation with respect to Plan Funds or property or has any discretionary authority or responsibility in the Plan's administration, including, but not limited to, Investment Management Consultant(s). Investment Manager(s) and Custodian(s) as defined herein.

- "Investment Management Consultant" shall mean any person employed to provide advisory services, including reporting, advice on investment objectives and/or asset allocation, manager search, and performance monitoring. Generally the consultant oversees the Investment Manager and reports to the board.
- "Investment Manager" shall mean as "Investment Manager" as defined in Section 1-101.4 of the Code and shall include any person employed to manage the investment of all or part of the Plan's assets.
- "Custodian" shall mean any person employed to maintain possession of securities or funds owned by the plan as custodian always identified as Custodian(s) of the Fund as defined herein subject to the direction of the Board of Trustees, and may but need not, also be employed as the Investment Manager(s).
- "Person" shall mean any individual or group of individuals or organizations.
- "Securities" shall refer to the marketable investment securities, which are defined 'as acceptable in this Statement.
- "Statement" shall mean this Statement of Investment Policy, Objectives and Guidelines.

III. RESPONSIBILITIES OF THE BOARD OF TRUSTEES

The Board of Trustees is charged by law with the responsibility for the management of the Plan's assets. As provided in Section 1-113.1 of the Code, the Board of Trustees shall discharge its duties solely in the interest of the Plan, with care, skill, prudence and diligence under the circumstances then prevailing, that a prudent man, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims. The specific responsibilities of the Board of Trustees relating to the investment management of the Plan's assets included, but are not limited to the following:

- Projecting the Plan's financial needs and communicating such needs to the Investment Managers as the Board of Trustees deems appropriate.
- Determining the Plan's risk tolerance and benchmark, investment policy, and communicating these to the appropriate parties.
- Establishing reasonable and consistent investment objectives, policies, and guidelines that will direct the Investment of the Plan's assets.

- Prudently and diligently selecting qualified investment professional 'including Investment Consultant(s), Investment Manager(s), and Custodian(s).
- Regularly evaluating the performance of the Investment Manager(s) to assure adherence to policy guidelines and to monitor investments objective progress.
- Developing and enacting proper control procedures.

IV. RESPONSIBILITIES OF THE INVESTMENT CONSULTANT AND INVESTMENT MANAGER(S)

Each Investment Consultant and Manager must acknowledge in writing its acceptance of responsibility as a fiduciary under Illinois law including Section 1-101.2 of the Code as aforesaid. Subject to the requirements thereof and to the authority if the Board of Trustees, the Consultant will provide the following:

- Reporting at least Quarterly the current investments held in the account, their current market value, performance and allocation of the overall portfolio.
- Reporting expenses of the overall portfolio on an annual basis.
- Communications any major changes in economic outlook, investment strategy, or any other factor that effect implementation of investment process, or the investment objective process of the Plan's investment management.
- Informing the Board regarding any qualitative change in the investment management organization: Examples include changes in portfolio management personnel, ownership structure, investment philosophy, etc.
- Recommendations to the board concerning changes to overall allocation, investment managers, mutual funds, ETFs, or fixed income securities.

Each Investment Manager will have discretion to make investment decisions for the assets placed under its jurisdiction, while observing and operating within all policies, guidelines, constraints, and philosophies as outlined in this Statement. Specific responsibilities of the Investment Manager(s) include, but not limited to, the following:

- Discretionary investment management including decisions to buy, sell, or hold individual securities, and to alter asset allocation established within this Statement.

- Reporting at least Quarterly the current investments held in the account, their current market value, performance and expenses
- Managers shall vote any proxy on behalf of the pension within the account

V. RESPONSIBILITY OF THE CUSTODIAN

The Custodian exercises specified authority or control respecting management or disposition of the Fund's assets, among other things. The Custodian accepts possession of securities and/or funds in a matter that insures their safety and ownership. In view of Section 1-101.2 of the Code, the Custodian acts as a "Fiduciary" with respect to the Fund, and, accordingly, must acknowledge in writing its acceptance of responsibility as a fiduciary. Additional specific responsibilities of the Custodian include, but are not limited to, the following:

- Providing accurate, timely market value pricing, including accrued interest, for all securities under their care.
- Collecting dividends and interest payments on a timely basis.
- Redeeming of maturing securities on a timely basis.
- Effecting receipt and delivery following purchases and sales on a timely and accurate basis.
- Providing timely monthly statements which accurately detail all transactions in the accounts, as well as detail all of the securities owned.

VI. PORTFOLIO INVESTMENT OBJECTIVES

The investment objective of the Fund is to reduce the need for the funding of retirement benefits for active duty officers and taxpayers. The paramount goal of the Fund is to have investment returns carry as much of this financial as is possible in the boundaries of prudent risk. To this end, it is the policy of the fund to emphasize total return; that is, the aggregate returns of capital appreciation, dividend income, and interest income.

SPECIFIC INVESTMENT GOAL

The absolute rate of return objective is pension accretion liability rate eight percent (7.0%). The relative performance objective will be a blend of 50% S&P 500 Total Return Index and 50% Barclays Intermediate Government/Credit Index (Maximum is 65% Now

but has been increasing by statute from 35%). A 50/50 Blend has provided a more accurate historical blend of the portfolio's long term allocation.

The plan will combine the investment guidelines listed below, along with the infinite time horizon of the assets to seek a prudent investment mix which gives the plan the best opportunity to meet its annual liability needs.

VII. INVESTMENT IN EQUITY SECURITIES

(MAXIMUM OF 65% in Compliance with Illinois Pension Codes)

Per the state of Illinois Pension Code (40 ILCS) and Amendments, the Portfolio may invest all of the following (complete list may be found in pension code section 113.1):

Common and preferred stocks and convertible debt securities authorized for investment of trust funds under the laws of the State of Illinois, provided:

- The common stocks are listed on a national securities exchange or board of trade, as defined in federal Securities Exchange Act of 1934, or quoted in the National Association of Securities Dealer Automated Quotation System (NASDAQ).
- the Corporations is not in arrears on payment of dividends
- the book value of stock in any one corporations shall not exceed 5% of the total investment account at book value.
- Investment Companies which are registered under the Investment Company Act of 1940, are diversified open-end management investment companies. They must have been in operation for at least 5 years and assets of \$250 million. (40 ILCS 5/1-113.1)

THE ALLOCATION PARAMETERS would be as follows:

Fund Category	Percentage
Equity	65% maximum (up to 35% can be International)
Fixed Income	35% minimum

The investment portfolio shall be diversified in accordance with state guidelines and prudent asset allocation strategies. The allocation of the equity funds will be recommended and monitored by the Consultant coordinating with the board of the pension. However, total exposure to international funds will not exceed 35% of overall equity allocation, or 15% of the plan's total assets.

VIII. TRADING

- All securities purchased will be in the name of The Decatur Fireman Pension.
- All investments will be held by the custodian named by the Board of the Decatur Fireman Pension.

IX. LIQUIDITY

It is anticipated that the portfolio will be a “core” commitment to the stated objective above. Therefore, the day to day operational liquidity needs will be met outside of these investments.

X. FIXED INCOME SECURITIES (Unlimited)

Per the state of Illinois Pension Code (40 ILCS), the Portfolio may invest all of the following (complete list may be found in pension code section 113.1):

- A. Interest bearing direct obligations of the United States Government; interest bearing obligation to the extent that they are fully guaranteed or insured as to the payment of principal and interest by the United States; or other similar obligation of an agency of the United States (40 ILCS 5/1-113.2).
- B. Interest bearing savings account or certificates of deposit, issued by federally chartered banks, Illinois chartered banks or savings and loan associations, to the extent that the deposits are insured by agencies or instrumentalities of the federal government (40 ILCS 5/1-113.2).
- C. Contracts and Agreements supplements thereto providing for investments in the general account of a life insurance company authorized to do business in Illinois. (40 ILCS 1-113.2).
- D. Corporate Bonds managed through investment manager, bonds must be rated as investment grade by one of the 2 largest rating services at time of purchase. If subsequently downgraded below investment grade, must be liquidated within 90 days.

XI. OBJECTIVES FOR FIXED INCOME PORTFOLIO

Invest the assets in a high quality portfolio which seeks to:

- Preserve capital;
- Assure sufficient liquidity to meet anticipated needs;
- Avoid imprudent concentrations;
- Maximize total after tax return in relation to these guidelines and market conditions
- Provide fiduciary control of all investments and cash through the custodian appointed by the Board of the Decatur Fireman Pension (Amendment Senate Bill 3538; 40 ILCS/1-113.2 provision 14)

XII. LIMITATIONS ON INVESTMENT PERFORMANCE

The client acknowledges and agrees that the manager does not guarantee any minimum level of investment performance, the success of any investment decision or strategy that the manager may use, or the success of manager's overall management of the client assets and that the manager will not be liable for its failure to achieve any investment performance targets or goals set forth in this Investment Policy or otherwise articulated by the client.

XIII. REVIEW OF INVESTMENT POLICY STATEMENT

The investment policy statement will be reviewed on at least an annual basis to ensure it remains accurate and compliant with the State of Illinois Regulations.

This statement is adopted on NOVEMBER 2, 20 17

By

The Board of Trustees of the Fund whose signatures appear below:

Trustee

Trustee

Trustee

Trustee

Michael R. McRee

President Pension Board

Robert J. Ruderma

John D. Sant

Secretary Pension Board

James R. Ohl

ACKNOWLEDGEMENT BY FIDUCIARY

By affixing our signatures below, we acknowledge that (a) we have read, understood, and agreed to adhere to the Board of Trustees Statement of Investment Policy attached hereto: (b) we are a Fiduciary with respect to the Fund under Illinois law including Section 1-101.1 (a) of the Code: (c) investment of the Fund are restricted to those investments permitted under the provisions of the Code applicable to the Fund, including 40 ILCS 5/1-113.2-113.4 thereof: and (d) all investments shall be made in the name of the Board of Trustees and shall be clearly held and accounted for to indicate ownership by the Board of Trustees.

Investment Consultant

[Signature]

Title

Sr. Vice President
Breznitz Group

Firm

Raymond James

November 2, 20 17

Date

Investment Manager

Mesiron Financial
Peter W. Hegel

Title Senior Managing Director

Firm _____

December 15, 2017

Date

Investment Manager

Larrie A. Hayek

Larrie A. Hayek
Title Chief Compliance Officer

Firm Argent Capital Management, LLC

January 5th, 2018

Date 1/5/2018

Investment Manager

Title _____

Firm _____

_____, 20____

Date

Investment Manager

Title _____

Firm _____

_____, 20__

Date

Investment Manager

Title

Firm

_____, 20__

Date

Investment Manager

Title

Firm

_____, 20__

Date



CITY OF DECATUR ILLINOIS

1 GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

October 07, 2019

The Honorable Ms. Julie Moore Wolfe and
Members of the City of Decatur City Council

Informational Memorandum Communicating the Condition of the Police Pension Fund for the Year Ended December 31, 2018

Financial Management Department Letter 2019 - 10

In accordance with State of Illinois House Bill 5088 (Public Act 95-950 effective 08/29/2008), the Pension Fund is required to file a report with the Governing Board reporting on the condition of the Pension Plan at the end of its most recently completed fiscal year, with such report filed with the Governing Board prior to the Governing Board consideration of the future period tax levy.

As such, the attached Municipal Compliance Report is hereby filed with the City Clerk, to be presented to the City Council as an Informational Memorandum at its meeting on October 21, 2019.

Regards

A handwritten signature in blue ink, appearing to read "G. Zientara", is written over the typed name.

G. Zientara
City Treasurer & Director of Finance

cc: Scot Wrighton, City Manager
Kimberly Althoff, City Clerk
Ron Borowczyk, President Decatur Police Pension Board
Kara Flannery, Secretary Decatur Police Pension Board
Melinda Hawbaker, City Comptroller

**CITY OF DECATUR, ILLINOIS
POLICE PENSION PLAN**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Year Ended December 31, 2018**

The Pension Board certifies to the City Council of the Municipality on the condition of the Pension Plan at the end of its most recently completed fiscal year the following information:

1. The total assets of the fund in its custody at the end of the fiscal year and the current market value of those assets:

Total Assets (at Market Value)	(CAFR)	<u>\$ 101,233,614</u>
Actuarial Value of Assets (see item 8 for explanation)		<u>\$ 116,713,905</u>

2. The estimated receipts during the next succeeding fiscal year from deductions from the salaries of police officers and from other sources:

Estimated Receipts - Employee Contributions	(Valuation)	<u>\$ 1,301,036</u>
Estimated Receipts - All Other Sources	(Valuation)	
Investment Earnings		<u>N/A</u>
Municipal Contributions	(Valuation)	<u>\$ 4,728,676</u>

3. The estimated amount required during the next succeeding fiscal year to (a) pay all pensions and other obligations provided in Article 3 of the Illinois Pension Code, and (b) to meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:

(a) Pay all Pensions and Other Obligations	(2020 Projection)	<u>\$ 9,092,000</u>
(b) Annual Requirement of the Fund as Determined by:	(2019 Projection)	
Illinois Department of Insurance - Report Dated August 6, 2019		<u>\$ 6,365,907</u>
Private Actuary - Report Dated April 10, 2019	(2020 Projection)	
(Entry Age Normal - Level Percent of Payroll)		<u>\$ 4,728,676</u>
Private Actuary - Report Dated April 10, 2019 (PA096-1495)	(2020 Projection)	<u>\$ 3,692,642</u>

**CITY OF DECATUR, ILLINOIS
POLICE PENSION PLAN**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Year Ended December 31, 2018**

4. The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	Current Fiscal Year (2018)	Preceding Fiscal Year (2017)
Net Income (Loss) Received from Investment of Assets (CAFR)	\$ (5,874,029)	\$ 12,889,943
Assumed Investment Return		
Illinois Department of Insurance - Report Dated August 6, 2019	6.50%	6.50%
Private Actuary - Report Dated April 10, 2019	7.50%	7.50%
Actual Investment Return	(5.40)%	13.78%

5. The total number of active employees who are financially contributing to the fund:

Number of Active Members (as of 12/31/18)	153
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6. The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	(Projection for FY 2019)	
	Number of	Total Amount Disbursed
(i) Regular Retirement Pension	104	\$ 6,292,626
(ii) Disability Pension	6	\$ 196,445
(iii) Survivors and Child Benefits	30	\$ 1,272,824

**CITY OF DECATUR, ILLINOIS
POLICE PENSION PLAN**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Year Ended December 31, 2018**

7. The funded ratio of the fund:

	Current Fiscal Year (12/31/18)	Preceding Fiscal Year (12/31/17)
Illinois Department of Insurance - Report Dated August 6, 2019	59.0%	63.0%
Private Actuary - Report Dated April 10, 2019	71.4%	68.3%

8. The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability: (as of 12/31/18)	
Illinois Department of Insurance - Report Dated August 6, 2019	\$ 74,237,733
Private Actuary - Report Dated April 10, 2019	\$ 46,719,863

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets. The actuarial value of assets is the asset value derived by using the plan's asset valuation method which is a method designed to smooth random fluctuations in asset values. The objective underlying the use of asset valuation method is to provide for the long-term stability of municipality contributions.

9. The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

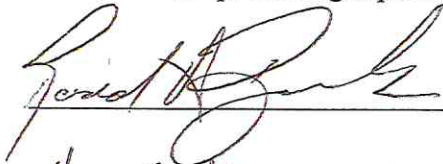
Investment Policy - See Attached

**CITY OF DECATUR, ILLINOIS
POLICE PENSION PLAN**

**House Bill 5088 (Public Act 95-950) - Municipal Compliance Report
For the Year Ended December 31, 2018**

CERTIFICATION OF MUNICIPAL POLICE
PENSION PLAN COMPLIANCE REPORT

We, the undersigned Trustees of the Decatur Police Pension Plan, based upon information and belief, and to the best of our knowledge, certify pursuant to §5/3-143 of the Illinois Pension Code, that the preceding report is true and accurate.



President



Secretary

Dated: 10-2-2019

Investment Policy
City of Decatur Police Pension Plan
Amended April 2019

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I. Introduction

Pursuant to Illinois Statutes, an employee retirement plan has been created for plan participants. This policy applies to the investment of the City of Decatur Police Pension Plan to further long-term investment goals.

II. Statement of Purpose

Mission Statement. The fundamental goal of the Decatur Police Pension Plan is to provide retirement and other benefits to plan participants. As such, the Board of Trustees will invest plan assets solely in the interests of plan participants and beneficiaries, for the exclusive purpose of providing retirement and other benefits to plan participants and beneficiaries.

Investment Philosophy. The Board of Trustees believes that plan assets should be managed in a fashion that reflects the plan's unique liabilities and funding resources, incorporating accepted investment theory and reliable, empirical evidence. Specifically, the Board has adopted the following principles:

- That asset allocation is the key determinant of return and, therefore, commitments to asset allocation targets will be maintained through a disciplined rebalancing program.
- That diversification, both by and within asset classes, is a primary risk control element.
- That passive fund portfolios are suitable investment strategies, especially in highly efficient markets.
- That "market timing" is precluded as an acceptable investment strategy.
- That the investment program is ultimately for the purpose of meeting the pension plan's obligations for benefit payments.
- That the investment program must be cognizant of the total pension plan's cash flow obligations

Goals and Objectives. For total plan assets, the goals are as follows:

- To preserve the actuarial soundness of the plan in order to meet benefit obligations.
- To prudently manage the inherent investment risks that are related to the achievement of investment goals.
- A long-term return of at least the actuarial earnings rate over a market cycle (generally three to five years).

- A long-term rate of return, net of fees, in excess of its policy benchmark over a market cycle (generally three to five years). The policy benchmark is a hypothetical portfolio of index funds weighted by asset allocation targets.

Policy Benchmark		
Asset Class	Index	Weight (%)
U.S. Equity - Large cap	S&P 500	24
U.S. Equity - Mid cap	Russell Mid Cap	13
U.S. Equity - Small cap	Russell 2000	3
Global / Non-U.S. Equity	MSCI World / MSCI ACWI exUS	24
U.S. Real Estate - Core	NFI-ODCE	1
U.S. Fixed Income	Barclays Intermediate Aggregate	35
Cash Equivalents	90-Day Treasury Bills	0
		100%

III. Roles and Responsibilities

Board of Trustees. Within the parameters established under Illinois Statutes, the Board has the responsibility of establishing and maintaining broad policies and objectives for all aspects of the Plan's operation. Specifically with regard to investments, the Board seeks the advice of the City of Decatur officials, staff, and third parties prior to taking action. In keeping with their obligation to serve as governing fiduciaries, changes to any of the following will require the Board's involvement and approval:

- The Investment Policy and Appendices
- The Strategic Asset Allocation
- Performance Benchmarks for the Strategic Asset Allocation
- All other issues of investment policy not specifically enumerated here.

The Board, with the assistance of City of Decatur officials, staff, and third parties, monitors the performance of the investment portfolio; ensures that funds are invested in accordance with Board policies; studies, recommends, and implements policy and operational procedures that will enhance the investment program of the Plan; and ensures that proper internal controls are developed to safeguard the assets of the Plan. The City of Decatur officials and staff will be responsible for maintenance of pension plan participant records, software for administering pension benefits, preparation of annual financial statements, and management of employee and employer contributions.

Investment Managers.

- **Duties** - Investment managers will select, buy, and sell specific securities pursuant Illinois Statutes as may be amended from time to time, this investment policy, and contractual agreements. Discretion is delegated to the managers to carry out investment actions as directed by the Plan.
- **Standard of care** - The standard of prudence applied to investment managers shall be the prudent expert standard and shall be applied in the context of managing an overall portfolio.
- **Acknowledgement of fiduciary obligations** - Investment managers will acknowledge in writing that they are a fiduciary of the pension plan.
- **Disclosure of fees** - Separate account investment managers must fully disclose on a quarterly basis any direct or indirect fees, commissions, penalties, and any other compensation that was received by them, including reimbursement for expenses

paid by or on behalf of the manager in connection with its services to the Plan. Investment managers must promptly communicate any changes in fee schedules.

- Communication – Investment managers will provide the Board with reporting on at least a quarterly basis of the market value of all holdings as well as the gross-of-fees and net-of-fees rates of return. Net-of-fees rates of return are to be calculated after the payment of all investment management fees. Investment managers must also promptly communicate any major changes in policy, economic outlook, or changes in the investment organization.
- Conflicts of interest - Managers are prohibited from knowingly causing or advising the Plan to engage in any investment transaction in which they have any direct interest in the income, gains, or profits of the manager or investment advisor through which the investment transaction is made or has a business relationship with the manager or the investment advisor that would result in a pecuniary benefit to the manager as a result of the transaction.

Other External Providers. The Plan may retain custodians, attorneys, actuaries, accounting professionals, investment consultants, a depository/financial institution(s), or other service providers needed to properly implement its investment program.

- To the greatest extent possible, the custodian(s) will hold all cash and securities. The custodian will be responsible for providing a records maintenance system, fund accounting on a trade date basis, and other services as defined in the contract.
- A depository/financial institution may be utilized to accept and hold cash prior to allocating it to the custodian(s) or investment managers.
- The Plan will retain an actuary to prepare actuarial valuations and periodically analyze the actuarial assumptions and experience of the Plan.
- The Plan will retain accounting professionals to independently audit financial records and review internal controls.
- The Plan will retain an investment consultant to independently prepare performance reports on the Total Plan and each manager, as well as conduct manager and custodial searches, prepare investment policy/asset allocation analysis, and assist in associated investment related issues.
- Standard of care – The standard of prudence applied to external providers shall be the prudent expert standard.

- Acknowledgement of fiduciary obligations – The external providers will acknowledge in writing that they are fiduciaries of the pension plan.
- Fiduciaries are prohibited from knowingly causing or advising the Plan to engage in any investment transaction in which they have any direct interest in the income, gains, or profits of the manager or investment advisor through which the investment transaction is made or has a business relationship with the manager or the investment advisor that would result in a pecuniary benefit to the fiduciary as a result of the transaction.

IV. Asset Allocation

The purpose of Section IV. guidelines is to manage risk associated with investment in an asset class (i.e., systematic risk). Risk associated with an investment in an individual security (non-systematic risk) is addressed in Section V.

Role and Importance of Asset Allocation. The asset allocation decision is generally regarded as the most important decision to be made in the investment management process. The purpose of a strategic asset allocation is to provide an optimal mix of investments that has the potential to produce the desired returns with the least amount of fluctuation in the overall value of the investment portfolio. By spreading funds among several styles or investment types, there is an increased probability that if one investment type is decreasing in value, another is increasing in value. Most asset classes fall under the four broad categories of equities, bonds, alternative investments, and cash equivalents.

Asset Allocation Range. To further the long-term goals and objectives of the Plan set forth in Section II, the following asset allocation guidelines are established.

Asset Allocation Range			
Asset Class	Minimum %	Target %	Maximum %
U.S. Equity – Large cap	14	24	34
U.S. Equity – Mid cap	10	13	16
U.S. Equity – Small cap	0	3	5
Total U.S. Equity	30	40	50
Global / Non-U.S. Equity	14	24	34
U.S. Real Estate - Core	0	1	5
Total Equity	53	65	65
U.S. Fixed Income	35	35	47
Cash Equivalents	0	0	0

Minimums and maximums may not add up to 100%

Rebalancing Policy. The primary purpose of rebalancing is to ensure that the Plan adheres to its strategic asset allocation, which is the Plan's explicit statement of its investment approach.

The Plan will carry out rebalancing in a cost-effective manner. If feasible, cash flow will be used to maintain target allocations. Securities will be liquidated from the over-funded managers until the desired allocations are met.

The Board and investment consultant will review the portfolio at least quarterly to determine if rebalancing is required.

V. Investment Guidelines

The purpose of Section V. guidelines is to limit the risk associated with an investment in an individual security (e.g., non-systematic risk). The selection of investments will be guided by the prudent person and prudent expert standards.

Prohibited Investments. Prohibited investments include, but are not limited to:

- investments precluded by law or regulation;
- securities purchased on margin;
- short selling;
- trading in futures contracts; and
- stock options, puts or calls.

Under no circumstances will investment managers use any instruments to create financial leverage within a portfolio.

Permissible Investments. Permissible investments include those investments permitted by Illinois Statutes and this policy.

Diversification and Credit Quality. To limit the Plan's risk associated with holding individual securities (e.g., non-systematic risk), or asset class diversification requirements and other risk management requirements are set forth. The pension plan will comply with Illinois Statute requirements that the market value of stock in any one corporation does not exceed 5% of the total assets of the pension plan, and the investments in the stock of any one corporation do not exceed 5% of the total outstanding stock of that corporation.

- Diversification relative to a single issuer – Any investment manager operating within any asset class should not hold more than 5% of the outstanding securities of any single issuer (for publicly traded securities), except for U.S. Treasury notes, bills or bonds.
- Diversification relative to Plan assets – For the following asset classes, no more than a specified percentage of Plan assets shall be invested in the securities of a single issuer, except for U.S. Treasury notes, bills or bonds. This will be measured at the time of purchase and on a mark-to-market basis.
- 5% of Plan assets in any one publicly traded U.S. stock.

- 5% of Plan assets in any one U.S. bond (except U.S. Treasury notes, bills or bonds).
- 5% of Plan assets in any one cash-equivalent security – (except Money Market/STIF funds).
- Diversification by economic sector – Within any given asset class category, at the total Plan level, no economic sector will be overweighted by more than 50% relative to the Plan's policy index. Sector/industry guidelines for specific investment managers may be higher or lower, and will be established on a case-by-case basis.
- Credit risk – The fixed income assets will maintain an "A-" or better weighted average quality rating. Minimum quality rating for any fixed-income issue is investment grade as determined by at least one of two largest nationally recognized credit rating agency. If subsequently downgraded below investment grade, the bonds must be liquidated from the portfolio within 90 days after being downgraded.
- Fixed Income Sector Risk – The maximum commitment to U.S. corporate bonds in a separately managed bond portfolio is 50%. No non-U.S. bonds shall be purchased and any acquired as a result of mergers, re-organization, etc. shall be sold within 90 days or unless it is imprudent to do so.

Derivatives. Derivative securities and synthetic products including futures, options, swaps, and forward contracts (and/or combinations of these instruments) may not be used by any investment manager without the written authorization of the Plan that includes specific reference to the enabling legislation.

VI. Reporting / Performance Monitoring

The purpose of monitoring and reporting on investment performance is for the Board to be able to (a) ensure compliance with Plan policy and applicable law, (b) manage the risk of the portfolio, and (c) assess the performance of investment managers retained by the Plan.

Quarterly Reporting by Investment Manager. On a quarterly basis the Board of Trustees shall receive the following information:

- A review of recent performance; and
- An outline of current strategy and investments.

Quarterly Reporting by the Investment Consultant. On a quarterly basis the Board of Trustees shall receive the following information:

- Portfolio performance relative to the assigned benchmark index and peer group; and
- Portfolio composition relative to the asset allocation policy.

Reports should contain the following:

- A review of performance relative to assigned benchmarks and peer groups for the most recent quarter end, for one-, three-, and five-year periods ending with the most recent quarter, and for the most recent period if not a quarter end. Performance relative to assigned benchmarks will be reported for the total portfolio, for each asset class, and for each investment manager;
- A summary of the portfolio's diversification and fundamental characteristics; and
- Both gross and net-of-fee performance calculations shall be presented.

Appendix A

Cost Management

Cost management is a critical component of the Plan's long-term investment performance. The defined benefit structure of this Plan provides potential economies of scale unavailable to individual investors. The following guidelines are designed to realize these potential scale economies.

The Plan will periodically review plan fees and expenses, including but not limited to investment management, investment consulting, transactional, banking, and custodial.

Directed Brokerage. The Plan may establish a directed brokerage program, whereby the broker(s) credits a portion of the commission directly back to the plan, either in the form of commission recapture or "soft dollars." If a directed brokerage program is established, the Plan will review credentials, procedures, and controls of brokerage firms offering commission recapture and/or soft dollar services.

Appendix B

Public Policy Issues Affecting the Investment Program

As defined in Section II of this policy, the Board of Trustees will invest plan assets solely in the interests of plan participants and beneficiaries. This criterion applies to specific investments and to the entire investment policy established by the Plan. Because the Plan operates in an environment shaped by public policy, this appendix addresses issues that have been or may be raised in the policy arena.

Economically Targeted Investments. The Plan will consider economically targeted investments (e.g., investments providing collateral benefits) based solely upon the expected return and risk characteristics of an investment approach and its impact on the success of the program as a whole. Such investments must meet three criteria:

- Investments designed with below-market rates of return or other concessionary terms are not acceptable because they compromise a plan's risk-return standard and conflict with trustee responsibilities. Investments must yield a rate of return commensurate with the recognized level of risk of the security.
- Investments must meet the diversification and credit standards established by the retirement plan's investment policy.
- Asset strategies should anticipate the cash needs of the Plan.

Socially Responsible Investments. The Plan will consider "socially responsible" investments based solely upon the expected return and risks of such an investment approach. Any investment(s) pursued under this approach must meet three criteria:

- Investments designed with below-market rates of return or other concessionary terms are not acceptable because they compromise a plan's risk-return standard and conflict with trustee responsibilities. Investments must yield a rate of return commensurate with the recognized level of risk of the security;
- Investments must meet the diversification and credit standards established by the retirement plan's investment policy; and
- Asset strategies should anticipate the cash needs of the plan.

Appendix C

Corporate Governance

Proxy Voting. The Board of Trustees entrusts to its investment managers the responsibility to vote, in accordance with this guidance, proxies related to securities held by the managers in portfolios they manage on behalf of the Plan.

Managers are to vote proxies in the best interests of the Plan's members and retirees as participants in a defined benefit pension plan and as the true shareholders of its invested assets. Managers are to vote proxies to maximize the value to shareholders of share ownership.

Separate account equity managers will report proxy voting on a quarterly basis.

Appendix D

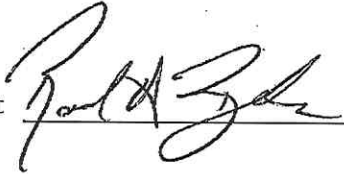
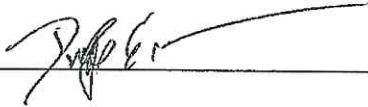
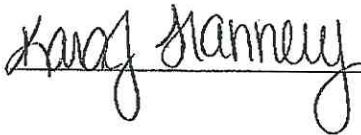
Ethics and Conflicts of Interest

Trustees and staff involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Trustees and investment staff shall promptly disclose any material interests in financial institutions with which they conduct business. They shall further promptly disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Trustees and staff shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Plan.

In addition, the Board of Trustees or staff managing the investment manager contract should comply with the following ethical considerations:

- adherence to all jurisdiction's and pension board's ethics laws, rules and regulations related to procurement and involvement with contractors, including those related to political contributions; and
- disclosure to Board of Trustees of any inherent or potential conflicts of interest in dealing with specific investment advisers prior to taking any official action.

Approved this 24 day of April 2019, by the Decatur Police's Pension Board of Trustees.

President	<u></u>	Trustee	<u></u>
Secretary	<u></u>	Trustee	<u></u>
Treasurer	_____	Trustee	_____
Trustee	_____	Trustee	_____

Previous Version January 18, 2000
Previous Version July 27, 2011
Previous Version April 30, 2014

INVESTMENT MANAGER ADDENDUM
to the
Investment Policy, City of Decatur Police Pension Plan
for
Galliard Capital Management (U.S. Fixed Income)

This Addendum is a part of the Investment Policy for the City of Decatur Police Pension Plan and is intended to clarify and supplement the objectives and guidelines outlined therein. The purpose of this Addendum is to set forth investment objectives and parameters specific for the portfolio managed by Galliard Capital Management (the “Investment Manager”) . The Investment Manager shall adhere to all guidelines and requirements set forth in the Investment Policy, except to the extent the restrictions in this Addendum are different from the Investment Policy in which case the restrictions in this Addendum shall control.

I. Permissible Investments

Permissible investments include those investments permitted by Illinois Statutes and the Investment Policy. The applicable Illinois Statutes for the investment of the City of Decatur Pension Plan assets are 40 ILCS 5/1-113.1 – 1-113.10. The Investment Consultant shall notify the Investment Manager of any change to the applicable statutes.

II. Diversification

A. Foreign Securities

No non-U.S. bonds shall be purchased and any acquired as a result of mergers, re-organization, etc. shall be sold within 90 days, unless it is imprudent to do so. The Investment Manager shall maintain compliance with this requirement by prohibiting any securities that have a country of issue other than the U.S. in Bloomberg.

B. Diversification by Economic Sector

The following economic sector limits apply to the Investment Manager’s portfolio:

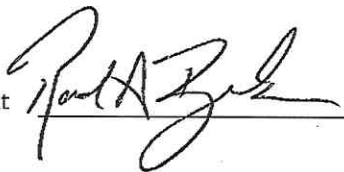
Economic Sector	Portfolio Maximum (% of Market Value)
U.S. Government Securities	100%
Credit Securities	50%

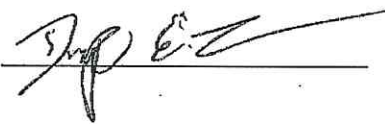
These limits supersede any Plan level limits contained in the “Diversification by economic sector” sub-section of the Investment Policy, but do not supersede any limits contained in the applicable Illinois Statutes.

III. Review and Amendments

This Addendum shall be periodically reviewed in conjunction with the Investment Policy and updated as necessary to reflect any changes in philosophy, objectives, guidelines or applicable Statutes.

Approved this 24 day of April 2019, by the Decatur Police Pension Board of Trustees

President 

Trustee 

Secretary 

Trustee 

Treasurer _____

Trustee _____