



**Monday, October 19, 2015
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Approval of Minutes

Minutes of October 19, 2015, City Council Meeting

III. Unfinished Business

IV. New Business

1. Proclamations and Recognitions
 - A. Proclamations
 - B. Recognitions
2. Ordinance Approving Lease and Buy-Back Agreement 1221 E. Condit Street
3. Ordinance Rezoning Property R-1 Single Family Residence District to M-2 Heavy Industrial District 4491 East Reas Bridge Road
4. Ordinance Vacating Public Alley Right-of-Way 2100 Blocks North Water and Main Streets
5. Ordinance Rezoning Property R-3 Single Family Residence District and B-1 Neighborhood Shopping District to M-1 Intense Commercial/Light Industrial District 1224, 1260, 1270, 1280 and 1290 West Grand Avenue 1390 North Fairview Avenue
6. Public Hearing on the City of Decatur/Evergreen Hospitality LLC Redevelopment Agreement
7. Resolution Authorizing Redevelopment Agreement Evergreen Hospitality, LLC
8. Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method Within a Certain Area in the City of Decatur
9. Ordinance Rezoning Property R-1 Single Family Residence District, R-2 Single Family Residence District, R-3 Single Family Residence District, R-5 Two-Family Residence District to PD Planned Development District 125 West Ash Avenue, 112, 130, and 156 West Oak Lane 4173 and 4183 North Water Street

10. Consent Calendar: Items listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. If separate action is desired on any item, it will be removed from the Consent Calendar and considered separately.
 - A. Receiving and Filing of Minutes of Boards
 - B. Resolution Authorizing Signatory Authority Illinois Municipal Retirement Fund Appointment of Authorized Agent
 - C. Resolution Authorizing Mayor and City Manager to execute a Professional Service Agreement with CliftonLarsonAllen, LLP for Auditing Services and Non-Audit Advisory services
11. 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.

12. Other Business

V. Recess to Study Session

Treasurer's Financial Report

VI. Adjournment

Council Information - September Progress Report Lake Decatur Dredging Basins 1-4 & Oakley Sedimentation Basin Rehabilitation City Project 2013-14
September 2015 Monthly Reports

CITY COUNCIL MINUTES
Monday, October 19, 2015

On Monday, October 19, 2015, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Decatur Civic Center Theater, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided; together with her being Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory Pat McDaniel and Dana Ray. Seven members were present. Mayor Moore Wolfe declared a quorum present.

City Manager Tim Gleason, attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance to the Flag.

The minutes of October 5, 2015 City Council meeting were presented. Councilman Jerry Dawson moved the minutes be approved as written; seconded by Councilman Pat McDaniel, and on call of the roll, Councilmen Jerry Dawson, Bill Faber, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Chris Funk abstained. Six ayes and one abstention. Mayor Moore Wolfe declared the motion carried.

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

This being the time set aside for Proclamations and Recognitions Mayor Moore Wolfe welcomed 12 German students and their teacher from Seevetal Germany with the Sister Cities program.

Mayor Moore Wolfe acknowledged that the Decatur Leadership Institute students were in the audience.

2015-55 Ordinance Approving Lease and Buy-Back Agreement 1221 East Condit Street

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Dana Ray. Councilman McDaniel said he was going to vote for the item but he had some concerns since we were not involved in these other buildings. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2015-56 Ordinance Rezoning Property R-1 Single Family Residence District to M-2 Heavy Industrial District 4491 East Reas Bridge Road.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Dana Ray. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2015-57 Ordinance Vacating Public Alley Right-of-Way 2100 Blocks North Water and Main Streets.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Lisa Ray. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor called for the Public Hearing on the City of Decatur/Evergreen Hospitality LLC Redevelopment Agreement.

City Manager Tim Gleason gave an overview of the development.

No comments from the Council or Public the Mayor Closed the Public Hearing.

R2015-116 Resolution Authorizing Redevelopment Agreement Evergreen Hospitality, LLC.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Dana Ray. Councilman Chris Funk explained his employer does business with Mr. Horve and while they are not involved with this project he was going to abstain to avoid the appearance of any conflict. Councilman Pat McDaniel stated he could not go along with giving the incentives. City Manager Tim Gleason spoke about the hotel opportunity at this location. Assistant City Manager Billy Tyus said the agreement would be approximately three percent of the cost of the project. Mr. Faber stated resentment at being threatened by entities to move projects somewhere else. City Manager Tim Gleason said Mr. Horve never approached the City to move the project elsewhere. On call of the roll, Councilmen Jerry Dawson, Lisa Gregory, Dana Ray and Mayor Moore Wolfe voted aye. Councilmen Bill Faber and Pat McDaniel voted Nay. Councilman Chris Funk abstained. Four ayes, two nays, and one abstention. Mayor Moore Wolfe declared the motion carried.

2015-58 Ordinance Rezoning Property R-3 Single Family Residence District and B-1 Neighborhood Shopping District to M-1 Intense Commercial/Light Industrial District 1223, 1260, 1270, 1280 and 1290 West Grand Avenue 1390 North Fairview Avenue.

Councilman Dana Ray moved the Ordinance do pass; seconded by Councilman Jerry Dawson. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2015-59 Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method Within a Certain Area in the City of Decatur.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Pat McDaniel. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Ordinance Rezoning Property R-1 Single Family Residence District, R-2 Single Family Residence District, R-3 Single Family Residence District, R-5 Two-Family Residence District to PD Planned Development District 125 West Ash Avenue, 112, 130, and 156 West Oak Lane, 4173 and 4183 North Water Street.

City Manager Tim Gleason made opening remarks regarding the development.

Attorney Ed Flynn, representing Aldi's, said Aldi's would like to go forward with the petition. This development would have a huge financial impact in this community. Aldi's currently generates \$84,000 per year in sales tax and the new development would generate approximately \$120,000 per year in sales tax. The areas the Council would

have to consider are the storm water drainage, utilities, compatibility of neighborhood, and traffic. Attorney Flynn spoke about the difficult economic times the City of Decatur and the State of Illinois are in. He explained that the Equalized Assessed Value went down by \$94,040,707 from 2011 to 2014. The City of Decatur decreased their work force by 66 people. Councilman Bill Faber inquired about the presence of an Aldi's at Rt. 51 and Ash and if that would decrease property values in that area. Attorney Flynn didn't think there would be an immediate effect on those property values. Aldi's would be a good community neighbor. Councilman Faber asked if there was an alternate location for this development. Attorney Flynn explained that Aldi's goal is to be on Rt. 51. This is the only location that Aldi's is considering. Councilman Pat McDaniel inquired about how much projected sales was going to come from Walmart. Councilman McDaniel said only four citizens had approached him over the past three months in favor of the development; most citizens opposed the project. Attorney Flynn explained Walmart carries products that other companies don't.

Mike Roush, Director of Real Estate with Aldi's, read a statement regarding the proposed Aldi's project. Councilman Bill Faber asked Mr. Roush about his comment at the Plan Commission meeting regarding moving the store to Forsyth if this plan was not approved and it sounds like Aldi's is taking a step back and may be trying to find a middle ground. Mr. Roush said that Aldi's did not find it appropriate to make a threat to a municipality.

Ryan Vliek, Professional Engineer, explained the storm water drainage design was approved by both the City staff and the Illinois Department of Transportation (IDOT). The Aldi's design would reduce the storm water runoff into the IDOT system.

Luay Aboona, Traffic Engineer with KOLA, who prepared the traffic report study at Water and Ash, believed that the traffic impact from Aldi's would be absorbed. Councilman Jerry Dawson inquired about the design to elevate the traffic backed up on Ash. Mr. Aboona said the left turn lane was designed to allow those vehicles to turn into Aldi's once the light turns green. Councilman Dawson is concerned about the 90 degree turn going out of Aldi's and the traffic on Ash. Mr. Aboona explained the design was going to maintain the flow of traffic. Councilman Pat McDaniel inquired about delivery trucks turning around in Walmart's parking lot. Attorney Ed Flynn explained Oak Street is going to be widened. Delivery trucks coming from the south are going to use the road in front of Walmart and Panera's.

Mayor called for citizens to come to the podium and speak.

Russell Shulkey asked Council to not allow another business to slip away.

Edward Dawson asked Council to keep Decatur pride of the prairie and don't take away the upscale neighborhood. Mr. Dawson asked Council to take a stand and say they wanted to keep Decatur businesses but not at the expense of the tax payers.

Jacquelin Goetter asked the Council to reject the proposed plan for Aldi's. Ms. Goetter suggested Aldi's look at other high traffic volume areas in Decatur. The property values would decline if this project goes through. Decatur has lost 9% of its population since 2000. Decatur should grow like surrounding communities. We should preserve the neighborhoods we have. Ms. Goetter hoped Council would vote no to save the neighborhood.

Jeff Forbes spoke on behalf of his parents Jim and Barb Forbes. Mr. Forbes opposed the project because of several safety issues and quality of life issues that would negatively impact the neighborhood and community. The Police Department recorded 60 accidents from 2012 to September 2015. Ash Avenue is not designed for commercial traffic. Mr. Forbes requested Council to not rezone the property.

Julie Bresnan provided photographs of the traffic backed up sometimes 25 to 28 cars deep and pictures of the homes that would be destroyed. The new Aldi's entrance and exit would be directly across from her driveway and she was concerned how she would back in and out of her own driveway. Parking along the street would be eliminated and that would put the outside driving lane right next to the sidewalk. The homes would go down in value and the residents fear for their safety when they walk. Ms. Bresnan did not want the corner rezoned and said this was a fight to save her neighborhood.

Macky Spurlock lives at the corner of MacArthur and Ash and had consistently addressed traffic issues. Her grandchildren are not allowed to play in the front yard because it is not safe because the traffic is so heavy. Cars do line up at the light. This would be a problem that will not go away. Ash Avenue already is an overburdened street and she is not sure it can handle any more. Everyone comes down Ash to get to Rt. 51. Mrs. Spurlock was not opposed to progress but she didn't believe this was the right place for this expansion. Mrs. Spurlock urged Council to vote no to the rezoning; let their neighborhood continue to be a neighborhood.

Bobby Hobaugh stated the semi-trucks were going to be up in everyone's yards. Mr. Hobaugh read a letter he received from the City's Legal Department regarding a written protest filed with the City. Mr. Hobaugh called the Legal Department and he was unclear as to what he had to do to be in compliance. Please vote no on the rezoning.

Dan Wise spoke about all the empty buildings in Decatur and asked why some of those buildings couldn't be used so families wouldn't have to be uprooted.

John Dunn said Decatur is a genuine family. Mr. Dunn said he knows what it is like for Decatur to suffer a serious wound because he was the last surviving member of the City Council that voted on the Hickory Point Mall. The Aldi's project is a wound to the family. Mr. Dunn asked Council to vote no.

Allen Illisis shared there was no reason for this rezoning. Mr. Illisis shared his concern about the traffic issues in the neighborhood and what will happen to the neighborhood if the rezoning passed.

Prescott Paulin shared that he believes a grocery store provides a connection to community. Mr. Paulin asked Council to consider the facts not just the emotions and consider what we as a community can benefit from.

Sherry Procarione read excerpts from the Zoning Ordinance. Ms. Procarione gave some suggestions of other locations Aldi's could consider. Ms. Procarione covered several key points she had regarding the rezoning. She requested Council to consider not rezoning.

Jason Farmer, Store Manager of the Walmart Store, said Walmart does care and we are all in it together. Mr. Farmer couldn't say Rt. 51 is right for everyone; it is right for Walmart, but it is the Council's decision.

Susan Klukis said her backyard borders Burger King and she is used to the traffic going back and forth. When she heard Aldi's was interested in locating there she put up a fence for her protection and safety. She sometimes has had a 12 to 15 foot river in her back yard coming from Walmart recess and the highway that goes down to Stevens Creek. She has seen holiday traffic backed up and down the road.

Attorney Ed Flynn asked Council to consider not only the emotional aspects but also the financial impact on the community and hoped Council would support the rezoning.

Councilman Dana Ray asked the Traffic Engineer Luay Aboona if his opinion had changed after hearing the citizens today. Mr. Aboona explained that Ash Avenue is carrying more traffic than it's supposed to from a functional standpoint, but KOLA had already factored that into their analysis. There would be an increase of traffic but they believe it would be manageable and it could be absorbed. Councilman Ray specified the time between 4:00 p.m. to 7:00 p.m., which traffic would be significant for that neighborhood. Mr. Aboona explained traffic would be spread out over one peak hour.

Councilman Dana Ray asked Rick Marley, Public Works Director, what the redesign would do to future businesses locating there. Mr. Marley explained that Ash Avenue was originally designed as a residential street. If the intersection was going to be improved, it would be the State's decision.

Councilman Chris Funk had a number of inquiries from the public and he empathized with their position and respected it and he tried to make an objective decision. Ash Avenue has been very busy for a long time and it will get busier over time. Councilman Funk explained he has to make a decision for the City as a whole. He felt it was important to keep an open mind and let the process work. Councilman Funk was going to support the rezoning.

Councilman Bill Faber spoke about democracy in local government. He mentioned there is no council member in the north neighborhood. Councilman Faber requested the Planning Commission move the time of their meetings and spoke about the formation of the Plan Commission. Councilman Faber thanked the neighbors for the information they shared with him over the weeks. He believes in neighborhoods and would protect this exceptional Decatur neighborhood.

Councilman Dana Ray explained she has struggled with her decision. She didn't see traffic issues getting any better with the new development and the possibilities of other businesses going there. Councilman Ray was concerned about the loss of property taxes. She said she had to look at the common good of the entire community and she would support the rezoning as long as there would be other opportunities for her to address the traffic concerns.

Councilman Lisa Gregory shared her framework for a vision to a greater Decatur. She explained that she took a three pronged approach to her decision. She considered the environment of the area and as a business locates on that corner, over time, more businesses will want to locate there and the economics and social impact in making her decision. She thanked Mr. Flynn for sharing his work in the area of economics. Councilman Gregory believes the City's greatest asset is its citizens. Councilman Gregory explained that the economics did not outweigh the environment nor the social aspects and for those reasons she would not support the rezoning.

Councilman Pat McDaniel said we are responsible for economic development but we are also responsible for the quality of life of our citizens. He looked at the effects of this rezoning, the extremely busy intersection, and the potential for more accidents. There is balance at this intersection now with residential on one side and business on the other side. He did not want to see another Pershing or Eldorado. Councilman McDaniel said the City has an attractive corridor there now and why ruin it; he would vote no.

Councilman Jerry Dawson previously lived in that neighborhood and loves the neighborhood. The underlying issue is safety. Nobody lets their kids play on Ash. Councilman Dawson could not support the development.

Mayor Julie Moore Wolfe expressed her big concern was for the future and she didn't think it would be responsible for her to vote no because of her fiduciary responsibilities. Mayor Moore Wolfe cautioned that this corner is a most desirable economic development corner and in the future that is where development is going to come up again.

On call of roll, Councilman Chris Funk, Dana Ray, and Mayor Moore Wolfe voted aye. Councilman Jerry Dawson, Bill Faber, Lisa Gregory, and Pat McDaniel voted nay. Three ayes and four nays. Mayor Moore Wolfe declared the motion failed.

Mayor Moore Wolfe called for Consent Calendar Items A through C and asked if any Council member wished to have an item removed from Consent Calendar. Councilman Chris Funk requested Item C. be removed. The Clerk read Items A - B:

A. Receiving and Filing of Minutes of Boards

B. R2015-117 Resolution Authorizing Signatory Authority Illinois Municipal Retirement Fund Appointment of Authorized Agent

Councilman Pat McDaniel moved that Consent Calendar Items A - B be approved by Omnibus Vote; seconded by Councilman Jerry Dawson, and on call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Clerk read Item C:

C. Resolution Authorizing Mayor and City Manager to Execute a Professional Service Agreement with CliftonLarsonAllen, LLP for Auditing Services and Non-Audit Advisory Services

Councilman Chris Funk moved the Resolution do pass; seconded by Councilman Jerry Dawson. Councilman Chris Funk asked if and when the City periodically reviews the audit services and if the City ever put this out for bid. City Manager Tim Gleason said yes the City will and that was why the agreement was only for one year tonight. He explained the City had a relationship with CliftonLarsonAllen for the past two years. City Manager Gleason's vision is the City visits some of the professional service agreements every three to five years. Councilman Bill Faber got the materials on Thursday and he had some questions about the firm. Councilman Faber asked to possibly postpone this item so he could make his inquiries.

Councilman Faber made a motion to table the item; seconded by Councilman Dana Ray. On call of the roll, Councilman Bill Faber and Dana Ray voted aye. Councilman Jerry Dawson, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Moore

Wolfe voted nay. Two ayes and five nays. Mayor Moore Wolfe declared the motion failed.

Councilman Chris Funk moved the Resolution do pass; seconded by Jerry Dawson. On call of the roll, Councilman Jerry Dawson, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Councilman Bill Faber voted nay. Six ayes and one nay. Mayor Moore Wolfe declared the motion carried.

This being the time for Appearance of Citizens, the following appeared:

Jacob Jenkins, representing the Decatur Black Chamber of Commerce and concerned citizens of Decatur, said he was saddened by the action of the Council for their refusal to join the 21st Century and promote cultural diversity.

Allen Illisis thanked the Council for their vote regarding the redevelopment tonight. Mr. Illisis asked if there was any way to protect their neighborhood and make it stand up with the zoning because it is an established neighborhood.

Sherry Procarione had concerns about Enterprise Zones and incentive packages. She objected to using tax payers' dollars to get businesses to come.

This being the time for other business Councilman Bill Faber made a motion for a Study Session to raise Decatur's minimum wage to \$10 an hour; seconded by Councilman Pat McDaniel; no third. The Mayor declared the motion failed.

Councilman Dana Ray made a motion for a Study Session to look at the number of video gaming parlors in Decatur; seconded by Councilman Jerry Dawson; third by Councilman Pat McDaniel. Mayor declared the motion carried.

Mayor called for Recess to Study Session.

Councilman Jerry Dawson moved to recess to Study Session for the Treasurer's Financial Report; seconded by Councilman Pat Dawson. On call of the roll Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Gregg Zientara, Finance Director, gave a brief report of the Treasurer's Financial Report.

Councilman Jerry Dawson moved to recess to Closed Executive Session for the purpose of a discussion regarding the purchase or lease of real property for the use of the public body; seconded by Councilman Dana Ray. On call of the roll, Councilmen Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried. Council went into Closed Executive Session at 8:53 p.m.

There being no further business, Councilman Dana Ray moved the regular Council meeting be adjourned; seconded by Councilman Jerry Dawson, and hearing no objections Mayor Moore Wolfe declared the Council meeting adjourned at 9:45 p.m.

Approved _____
Debra G. Bright
City Clerk

Legal Department

DATE: 10/19/2015

MEMO: 2015-12

TO: Mayor Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Wendy Morthland, Corporation Counsel

ATTACHMENTS:

Description	Type
Memorandum	Cover Memo
Ordinance	Ordinance
Lease and Buy-Back Agreement	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Legal Department	Bright, Debbie	Approved	10/15/2015 - 10:52 AM

LEGAL DEPARTMENT MEMORANDUM

NO. 2015-12

TO: Mayor Moore-Wolfe and City Council

FROM: Tim Gleason, City Manager
Wendy Morthland, Corporation Counsel

DATE: October 19, 2015

SUBJECT: Lease and Buy-Back Macon County Health Department

On the Agenda tonight is an Ordinance requesting that the City approve the Lease and Buy-Back Agreement between the Decatur Public Building Commission, the Macon County Board of Health, and Macon County. This Agreement pertains to the Macon County Health facility located at 1221 E. Condit St. in Decatur.

The City Council must approve this Agreement pursuant to state statute. Specifically, 50 ILCS 20/14(a)(1) provides that the City Council, having adopted the original resolution for the creation of the Public Building Commission, must approve the selection, location, and designation of a site or sites being acquired for the erection, alteration, or improvement of the building, public improvement, or other facilities as well as any agreements relating to that.

The Public Building Commission is asking the City Council to authorize and approve the Lease and Buy Back Agreement. There is no cost to the City nor will the City have any duties or responsibilities under the Agreement.

Staff recommends approval of the Ordinance. Any questions can be directed to Wendy Morthland, Corporation Counsel.

ORDINANCE NO. _____

**ORDINANCE APPROVING LEASE AND BUY-BACK AGREEMENT
1221 E. CONDIT STREET**

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

Section 1. That pursuant to 50 ILCS 20/14(a)(1), the Lease and Buy-Back Agreement between the Decatur Public Building Commission, the Board of Health of the County of Macon, Illinois, and the County of Macon, Illinois, for the lease and buy-back of the property commonly known as 1221 E. Condit Street, Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor be, and she is hereby, authorized and directed to sign any said documents for and on behalf of the City, evidencing the approval granted hereby.

PRESENTED, PASSED, APPROVED AND RECORDED this 19th day of
October, 2015.

JULIE MOORE-WOLFE, MAYOR

ATTEST:

CITY CLERK

LEASE AND BUY-BACK AGREEMENT

DECATUR PUBLIC BUILDING COMMISSION (Commission), THE BOARD OF HEALTH OF THE COUNTY OF MACON, ILLINOIS (Board) and the COUNTY OF MACON, ILLINOIS (County) make this Lease as of _____, 2015.

SECTION 1. Lease Terms: Renewal

In consideration of the rents, covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by the Board and the County, the Commission does hereby Lease to the Board the Jerry C. Andrews Facility hereinafter referred to as Leased Premises and with the following legal description:

Parcel 1: Lots 1 through 20 in Block 4 of Power's First Addition of the City of Decatur, as per Plat recorded in Book 22, Page 487 of the Records in the Recorder's Office of Macon County, Illinois.

Parcel 2: Lot 9 in Block 5 of Power's 1st Addition, as per Plat recorded in Book 22, Page 487 of the Records in the Recorder's Office of Macon County, Illinois.

Parcel 3: Lot 10 Block 5 of Power's 1st Addition, as per Plat recorded in Book 22, Page 487 of the Records in the Recorder's Office of Macon County, Illinois.

Parcel 4: Lot 8 Block 8 of Power's 1st Addition, as per Plat recorded in Book 22, Page 487 of the Records in the Recorder's Office of Macon County, Illinois.

Parcel 5: Lot Nine (9) in Block Eight (8) of Power's 1st Addition, as per Plat recorded in Book 22, Page 487 of the Records in the Recorder's Office of Macon County, Illinois

for a term of twenty (20) years commencing _____, 2015, and ending _____, 2035 (the "Initial Term").

SECTION 2: Rentals

The rent for the first year of the Lease shall be \$263,620.00 with succeeding rents to be at a 2% annual increase as shown on Exhibit A. The rent shall be paid in either annual or

monthly installments. If paid annually, the rent shall be due on or before December 1 and proportionately if the payment is for less than a full year. If paid monthly, the monthly rent shall be due on or before the first day of each month and proportionately if the payment is for less than a full month.

During the Lease period the Board and County shall pay additional rent to buy back the Leased premises. The buy-back price is the mortgage payoff amount paid by the Commission, \$564,386. This buy-back amount shall be paid by 20 equal annual payments of \$28,219.

Annual interest payments shall be made on the unpaid principal balance of \$564,386 until the full amount of principal has been paid. The annual interest rate for the five year period, October 15, 2015 through October 15, 2020, shall be 2%. The interest rate is adjustable and shall be changed for the second, third and fourth five year periods, with the changes made on October 15 of 2020, 2025, and 2030. These dates are "change dates". The adjustable rate will be based on an Index. The Index is the weekly average yield on United States Treasury Securities, adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The interest rate will be the Index on October 15 of the last year of the expiring Lease. The rate determined on the change date will be the interest rate for that five year period subject to the following: On each change date the Commission may, in addition to any Index increase or decrease, increase the interest rate by one-half of one percent. However, the interest rate shall not increase by more than 4% for any one five year period.

Upon execution of this Lease, the Commission agrees to pay the outstanding debt on this property currently held by Busey Bank, An Illinois Banking Corporation, for account number 611883.

Upon the Board and the County making all the payments required under this Lease and Buy-Back Agreement, the Commission shall convey to the Board good and marketable title to the Leased Premises.

SECTION 3: Operation and Maintenance

A. The Commission shall provide heat, air conditioning, light, power, water, sewer and all other basic utilities for the Leased Premises. The Commission shall also operate, repair, maintain, and replace, if required, the heating, ventilating, air conditioning, plumbing, electrical systems, and the physical structure of the building, including, but not limited to, windows, roofs, ceilings, floors, and walls (but not including any trade fixtures or alterations made by the Board after the date of this Lease). The parties intend that the Commission shall have the obligation to operate, repair, maintain and replace, if required, all aspects of the Leased Premises, except as specifically stated herein.

The Commission shall clean and maintain the Leased Premises and schedule the cleaning and maintenance so as to cause the least inconvenience to the public use of the Leased Premises.

B. The Commission reserves the right to interrupt service of the heating, air conditioning, elevator, plumbing and electric systems when necessary by reason of accident or emergency until emergency repairs have been made, providing such emergency repairs are made with due diligence. The Commission shall, if practicable, notify the Board of the interruption, the reason for it, and the estimated time it will take to make emergency repairs. Other repairs, maintenance, alterations, replacements and improvements shall be made at reasonable times so as to minimize interference with operations. The Commission shall have no responsibility or liability whatsoever for failure to supply heat, air conditioning, elevator, plumbing, or electric service when prevented from doing so by strikes, accident or by any other cause beyond the

Commission's control or by laws, orders or regulations of any federal, state or municipal authority.

C. The Commission, Board and County agree that the Commission Manager (currently Jerry Lord, but including any successor), and the Health Department Administrator (currently Diana Heyer, but including any successor), shall each be the duly authorized agents and designees of the Commission, Board and County, respectively, in regards to all aspects of this Lease. The Commission Manager and the Health Department Administrator shall have the right and power to undertake any action in regards to this Lease on behalf of the Commission, Board and County, respectively. The Commission, Board and County may appoint another duly authorized agent and designee in regards to this Lease by providing written notice to the other party.

SECTION 4: Insurance

The Commission will procure such insurance coverage against physical loss or damage to the Leased Premises, including without limiting the generality of the foregoing, fire and extended coverage, vandalism, malicious mischief, and against other risks as may be deemed necessary or advisable by the Commission in an amount equal to the replacement value of the Leased Premises (including replacement to Board's leasehold improvements, fixtures and appurtenances that are in existence as of the execution date of this Lease). The Commission will obtain Commercial General Liability Insurance covering the Commission (and naming the Board as an additional insured) for claims of bodily injury, personal injury and property damage (including contractual liability) arising out of Commission's or Commission's agent's operations, liabilities or use of the Leased Premises, for limits of liability in an amount of equal or greater than those limits currently in place for existing Commission properties. The

Commission shall maintain or cause to be maintained Workers' Compensation Insurance with respect to all work done in and about the Leased Premises. The Commission will not carry insurance of any kind with respect to furniture, furnishings, or equipment or on any fixtures, improvements or appurtenances, which are constructed by Board after the execution date of this Lease, owned by the Board or leased by the Board and located in the Leased Premises.

The Commission shall be named as an additional insured on any applicable insurance policies obtained by the Board.

The parties shall deliver to each other certificates of insurance showing compliance with this provision upon execution of this Lease and each year thereafter on the anniversary date of this Lease and shall additionally provide a certificate of insurance upon the request of the other party.

SECTION 5: Indemnity

A. The Board and County shall indemnify, keep and save harmless the Commission, its agents, officials, employees, successors and assigns against all injuries, deaths, loss, damages, claims, suits, liabilities or judgments, costs and expenses which may in any way accrue against the Commission because of the acts or omissions of the Board or County, their agents, officials, sublessees, employees, and contractors. The Board and County shall appear, defend and pay all charges, and costs or expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Commission in any such action, the Board and County shall satisfy and discharge the same.

B. The Commission shall indemnify, keep and save harmless the Board and County, the Board's and County's agents, officials, employees, successors and assigns against all injuries, deaths, loss, damages, claims, suits, liabilities or judgments, costs and expenses which may in

any way accrue against the Board and County because of the acts or omissions of the Commission, its agents, officials, employees, or contractors. The Commission shall appear, defend and pay all charges, and costs or expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Board and County in any such action, the Commission shall satisfy and discharge the same.

SECTION 6: Assignment

The Leasehold rights, duties and obligations of the Board and County under this Lease shall not be assigned or sublet in whole or in part except that the Board and County may sublease all or a part of the Leased Premises if the Commission provides written consent to such sublease, which consent shall not be unreasonably withheld.

SECTION 7: Use of Leased Premises

The Board and County covenant and agree that the contemplated use of the Leased Premises is to serve as the Health Department for the County of Macon, and the Board and County covenant and agree that they will not permit the use of Leased Premises in any manner different from that herein contemplated or which will increase the applicable rates of insurance then in effect, or for any purpose which will result in a violation of any applicable law, ordinance, or governmental regulation now or hereafter in force and applicable thereto.

SECTION 8: Changes Required by Law

The Commission covenants and agrees that it will promptly cause to be made any and all changes or alterations in and about the Leased Premises which during the term of this Lease may be required to be made at any time by reason of the ordinances of the City, the resolutions of the County, or state or federal laws, and will save the Board and County harmless from any and all costs, damages or expense in relation thereto.

Notwithstanding, if there are any changes required by state or federal laws that are solely applicable to county health departments, the Board and County covenant and agree that they will promptly cause to be made any and all changes or alterations in and about the Leased Premises which are required to be made solely because of the Board's use of the Leased Premises as the health department.

Section 9: Existing Contracts

The Commission shall not be required to assume, pay for, or abide by any existing contracts that the Board currently has in place regarding the facility or its operation and maintenance. Examples are, but not limited to, electrical/gas service, elevator maintenance agreements, water/sewer service, chemical addition systems, phone systems or usage payments.

SECTION 10: Monthly Financial Statements

The Commission will provide the Board with a copy of monthly financial statements showing Lease related expenses and payments.

SECTION 11: Miscellaneous

A. This Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

B. Amendments hereof shall be made upon the written agreement of the Board, the Commission and the County.

C. Any notice necessary or proper to be given to any of the parties hereto may be served on the Commission by delivering such notice to the Manager of the Commission and to the Board and County by delivering such notice to the Administrator of the Board by depositing a duly executed copy in the United States mail by registered or certified mail.

Service by such mailing shall be deemed sufficient if addressed to the Commission or the Board at such address as the Commission, the Board or the County may have last furnished each other in writing until a different address shall be so furnished by mailing the same as aforesaid addressed as the case may be as follows:

Manager, Decatur Public Building Commission
141 South Main Street, Room 808
Decatur, IL 62523

Administrator, The Board of Health of the County of Macon, IL
1221 East Condit Street
Decatur IL 62521

D. In the event any covenant or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant or provision shall in no way affect any other covenant or provision herein contained.

E. Surrender. Upon termination of this Lease by default of the Board or the County, the Board and County shall surrender the Leased Premises to the Commission, together with all other property affixed to the Leased Premises (with the exception of Board's trade fixtures), broom clean and in good order and condition, ordinary wear and tear excepted. Any damage caused to the Leased Premises by removal of any property shall be promptly repaired by the Board and County. These surrender provisions are all subject to and to be read in conjunction with the buy-back provisions of the Lease.

F. Restriction of Sale and Transfer. During the term of this Lease, including Renewal Terms, the Commission may not transfer or sell the property or any portion of it to any person or entity without the written consent of the Board and County, which may not be unreasonably withheld.

G. Destruction. In case of damage by fire or other casualty to the Leased Premises without fault or negligence of the Board and County, if the damage is so extensive as to amount

practically to the total destruction of the Leased Premises, the proceeds of insurance on the Leased Premises payable by reason of such destruction shall be paid to the Commission, this Lease shall terminate and the rent shall be apportioned to the time of the damage.

Notwithstanding, in the event of total destruction of the Leased Premises, the Commission shall immediately upon receipt of the insurance proceeds pay to the Board and County the full amount then due and owing to the Board and County in regards to the transfer of the property. In all other cases where the Leased Premises is damaged by fire or other casualty without the fault or negligence of the Board and County, the proceeds of insurance on the Leased Premises payable by reason of such destruction shall be paid to the Commission, the Commission shall repair the damage with reasonable dispatch and if the damage has rendered the Leased Premises untenable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. All repairs by the Commission shall be promptly made with materials of like quality to the original work. In case of damage by fire or other casualty to the Leased Premises due to the fault or negligence of the Board and County, this Lease shall continue in full force and effect, without abatement of rent, and the Board and County shall repair the damage with reasonable dispatch and to the Commission's reasonable satisfaction. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond the party's control.

H. Quiet Enjoyment. Commission warrants that it has full right and power to execute and perform this Lease and to grant and convey the estate demised herein. The Commission further warrants that Board and County on payment of the rent and performance of the covenants herein contained shall peaceably and quietly have, hold and enjoy the Leased Premises and all

rights, easements, appurtenances and privileges belonging thereto during the Lease and any extension or renewal thereof.

I. Governing Law. This Lease shall be construed in accordance with the laws of the State of Illinois.

J. Attorney Fees. In the event that either party should find it necessary to retain an attorney for the enforcement of any of the provisions hereunder, occasioned by the default of the other party, the party not in default shall be entitled to recover reasonable attorney fees and court costs incurred whether said attorney fees are incurred for the purpose of negotiation, trial, appellate, or other legal services.

K. Recording. The parties agree that this Lease or a memorandum thereof may be recorded in the Macon County Recorder's Office upon the request of either party. Both parties agree to execute a memorandum of Lease upon the request of the other party.

DECATUR PUBLIC BUILDING COMMISSION

(SEAL)

By _____
Chairman

ATTEST

Secretary

THE BOARD OF HEALTH OF THE COUNTY OF
MACON, ILLINOIS

(SEAL)

By _____

ATTEST

Secretary

COUNTY OF MACON, ILLINOIS

(SEAL)

By _____

ATTEST

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY, that Richard Bright and Mark Cheviron, personally known to me to be respectively the Chairman and the Secretary of the Board of Commissioners of the Decatur Public Building Commission, Macon County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman and Secretary of the Board of Commissioners of the Decatur Public Building Commission, Macon County, Illinois, they signed and delivered the said instrument and caused the seal of the Decatur Public Building Commission, Macon County, Illinois, to be thereto affixed as their free and voluntary act, and as the free and voluntary act of

the Decatur Public Building Commission, Macon County, Illinois, pursuant to the authority and direction of the Board of Commissioners of the Decatur Public Building Commission, Macon County, Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2015.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY, that _____ and _____, personally known to me to be respectively the _____ and Secretary of The Board of Health of the County of Macon, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as _____ and Secretary of The Board of Health of the County of Macon, Illinois, they signed and delivered the said instrument and caused the seal to be thereto affixed as their free and voluntary act, and as the free and voluntary act of The Board of Health of the County of Macon, Illinois, pursuant to the authority and direction of The Board of Health of the County of Macon, Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day _____, 2015.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY, that _____ and _____, personally known to me to be respectively the _____ and _____ of the County of Macon, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as the _____ and _____ of the County of Macon, Illinois, they signed and delivered the said instrument and caused the seal to be thereto affixed as their free and voluntary act, and as the free and voluntary act of the County of Macon, Illinois, pursuant to the authority and direction of the County of Macon, Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day _____, 2015.

Notary Public

EXHIBIT A

FACILITIES RENT RESPONSIBILITIES

Fiscal Year	Health Board	County Board	Total
2015	247,250	16,370	263,620
2016	252,195	16,697	268,892
2017	257,239	17,031	274,270
2018	262,384	17,372	279,755
2019	267,631	17,719	285,350
2020	272,984	18,074	291,057
2021	278,444	18,435	296,878
2022	284,013	18,804	302,816
2023	289,693	19,180	308,872
2024	295,487	19,564	315,050
2025	301,396	19,955	321,351
2026	307,424	20,354	327,778
2027	313,573	20,761	334,333
2028	319,844	21,176	341,020
2029	326,241	21,600	347,840
2030	332,766	22,032	354,797
2031	339,421	22,473	361,893
2032	346,210	22,922	369,131
2033	353,134	23,380	376,514
2034	360,197	23,848	384,044
2035	367,400	24,325	391,725

Development Services

DATE: 10/14/2015

MEMO: No. 15-43

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Suzan M. Stickle, Senior Planner

BACKGROUND:

The subject site is approximately 1.03 acres and is located at 4491 East Reas Bridge Road. The site was annexed by the City Council on September 21, 2015. Upon annexation, it was automatically zoned R-1 Single Family Residence District. It is an existing industrial site with industrial uses to the south, east and west.

The petitioner proposes to rezone from R-1 Single Family Residence District to M-2 Heavy Industrial District to allow for all those uses permitted in the M-2 Heavy Industrial District.

The surrounding zoning includes M-1 Intense Commercial/Light Industrial District to the north and Macon County's M-2 Heavy Industrial District to the south, east and west. The Macon County and Decatur Comprehensive Plan shows this area as Residential-Estate. The permitted land uses in the M-2 District are compatible with the surrounding land uses and zoning districts.

Although the Comprehensive Plan shows this area as residential, the area is clearly industrial in nature as the adjacent uses to the south, east and west are industrial. The County has zoned the adjacent properties as M-2 Heavy Industrial District, so there is minimal chance that this will become residential.

If the property is rezoned to M-2 Heavy Industrial District, the use of the property will then be in compliance with the Zoning Ordinance.

POTENTIAL OBJECTIONS: There were no known objectors at the Plan Commission Meeting.

INPUT FROM OTHER SOURCES:

The petition has been reviewed by the City's Technical Review Committee; Planning,

Engineering and Fire.

STAFF REFERENCE: STAFF REFERENCE: Any additional questions may be forwarded to Suzan M. Stickle at 424-2786 or at sstickle@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Cover Memo
Supporting Documentation	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Bright, Debbie	Approved	10/15/2015 - 11:46 AM

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY
R-1 SINGLE FAMILY RESIDENCE DISTRICT TO
M-2 HEAVY INDUSTRIAL DISTRICT
- 4491 EAST REAS BRIDGE ROAD -**

WHEREAS, on the 1st day of October, 2015, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Fred Wilhite, to rezone premises legally described as:

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), Township Seventeen (17) North, Range Three (3) East of the 3rd P.M. shown by Plat in Book 1872 on 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 1850.54 feet along the centerline of SA Route 24 as shown by Plat in Book 1393 on 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 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 line of SA Route 24; thence East along the South right of way line of said SA Route 24 to the point of beginning. Situated in Macon County, Illinois,

from R-1 Single Family Residence District to M-2 Heavy Industrial District; and,

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

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

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

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

Section 3. That the Districts hereinabove mentioned are those districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning Ordinance, and all the provisions, regulations, restrictions and requirements therein set forth shall apply to the premises above described herein.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 19th day of October, 2015.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



City of Decatur, Illinois

PETITION FOR REZONING

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

Economic and Urban Development Department
One Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

424-2793
FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	FRED A WILHITE				
Address	1187 N. 22ND ST				
City	Decatur	State	IL	Zip	62521
Telephone	217-428-8551	Fax	217-428-8569	E-mail	
Property Owner	SAME				
Address					
City		State		Zip	
Telephone		Fax		E-mail	
Representative	SAME				
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION

Street Address	4491 E REAS BRIDGE RD					
Legal Description	SEE ATTACHED					
Present Zoning	☒ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☒ NO
Please list all improvements on the site:						
Size of Tract	☐ SF ☐ AC					

SECTION THREE: REQUESTED ACTION

Rezoned Property	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development?
To:	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☐ M-1	☒ M-2	☐ M-3	☐ PMR-1		☒ NO
Other:						

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
Due to ANNEXATION ZONING WAS CHANGE TO R1 WANT TO CHANGE TO M2 FOR BUSINESS RETAIL	

SECTION FOUR: JUSTIFICATION
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):
ZONING AROUND BUILDING IS M-2 COUNTY WOULD LIKE TO KEEP SAME IN THE CITY

SECTION FIVE: CERTIFICATION			
		To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.	
Petitioner's Signature		Date	9-2-15

NOTES:	
1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees. 2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council. 3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal. 4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.	

OFFICE USE ONLY	
Date Filed	
By	

WARRANTY DEED

STATUTORY

1585343

DK 3152 PG 164

Mail Tax Statement To:
(Name and address)

Fred Wilhite

1187 N. 22nd Street

Decatur, Illinois
62521State of Illinois
Macon County
That This Instrument Was Filed For
Record At 10:10 AMI Hereby
Certify

FEB - 4 2002

Recorded in Book 3152 Page 164Fee 21.00 pd may A. Eaton Recorder

This space for use of Recorder

Name of Grantor(s)

J. H. Mayo

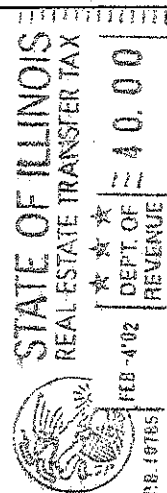
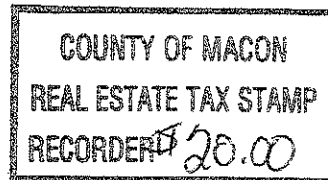
for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and warrants to:

Name and Address of Grantee(s)

Fred Wilhite,
an unmarried person

The following described real estate:

(See Legal Attached)

Permanent Index Number: 18-08-32-451-007
Subject to general taxes payable in 2002 and thereafter.
Subject to easements, reservations and restrictions, if any, of record.Grantor warrants that property being conveyed is not the homestead premises of
Grantor or Grantor's Spouse, if any.Which is situated in the County of Macon in the State of Illinois, hereby releasing and waiving all rights under and by
virtue of the Homestead Exemption Laws of this state.Dated this 18 day of FEB, 2002

(Seal)

J. H. Mayo

(Seal)

STATE OF ILLINOIS)
COUNTY OF Macon) SS.The foregoing instrument was acknowledged before me this 18th day of
February, 2002 by J. H. Mayo, for the purposes therein set forth, including the
release and waiver of the right of homestead.

Notary Public

This instrument was prepared by Nancy M. Handegan of Heavner, Handegan, Scott and Beyers, Attorneys,
P. O. Box 740, Decatur, IL 62525

Legal Description:

A part of that part of the North 1/2 of the South 1/2 of the Southeast 1/4 of Section Thirty-two (32), Township Seventeen (17) North, Range Three (3) East of the 3rd P.M. shown by Plat in Book 1872 on Page 467 in the Records of the Macon County Recorder described as follows: Commencing at the Northeast corner of the North 1/2 of the South 1/2 of the Southeast 1/4 of said Section 32; thence West 1850.54 feet along the centerline of SA Route 24 as shown by Plat in Book 1393 on 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 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. Situated in Macon County, Illinois.

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: 4491 East Reas Bridge Road

GENERAL INFORMATION

Hearing Date October 1, 2015
Calendar No. 15-47
Property Location 4491 East Reas Bridge Road
Requested Action Rezoning from R-1 Single Family Residence District to M-2 Heavy Industrial District
Petitioner Fred Wilhite
Representative N/A

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Industrial	R-1	Residential-Estate
North	Agricultural	M-1	Employment
South	Industrial	County	Residential-Estate
East	Industrial	County	Residential-Estate
West	Industrial	County	Residential-Estate

BACKGROUND

1. The subject site is approximately 1.03 acres and is located at 4491 East Reas Bridge Road. The site was annexed by the City Council on September 21, 2015. Upon annexation, it was automatically zoned R-1 Single Family Residence District. It is an existing industrial site with industrial uses to the south, east and west.

PROJECT DESCRIPTION

1. The petitioner proposes to rezone from R-1 Single Family Residence District to M-2 Heavy Industrial District to allow for all those uses permitted in the M-2 Heavy Industrial District.

STAFF ANALYSIS

1. The surrounding zoning includes M-1 Intense Commercial/Light Industrial District to the north and Macon County's M-2 Heavy Industrial District to the south, east and west. The Macon County and Decatur Comprehensive Plan shows this area as Residential-Estate. The permitted land uses in the M-2 District are compatible with the surrounding land uses and zoning districts.
2. Although the Comprehensive Plan shows this area as residential, the area is clearly industrial in nature as the adjacent uses to the south, east and west are industrial. The County has zoned the

adjacent properties as M-2 Heavy Industrial District, so there is minimal chance that this will become residential.

3. If the property is rezoned to M-2 Heavy Industrial District, the use of the property will then be in compliance with the Zoning Ordinance.

STAFF RECOMMENDATION

1. Staff recommends approval of the rezoning.

PLAN COMMISSION ACTION

1. Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 15-47 to the City Council with a recommendation for approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Department of Planning and Building Services, City of Decatur.

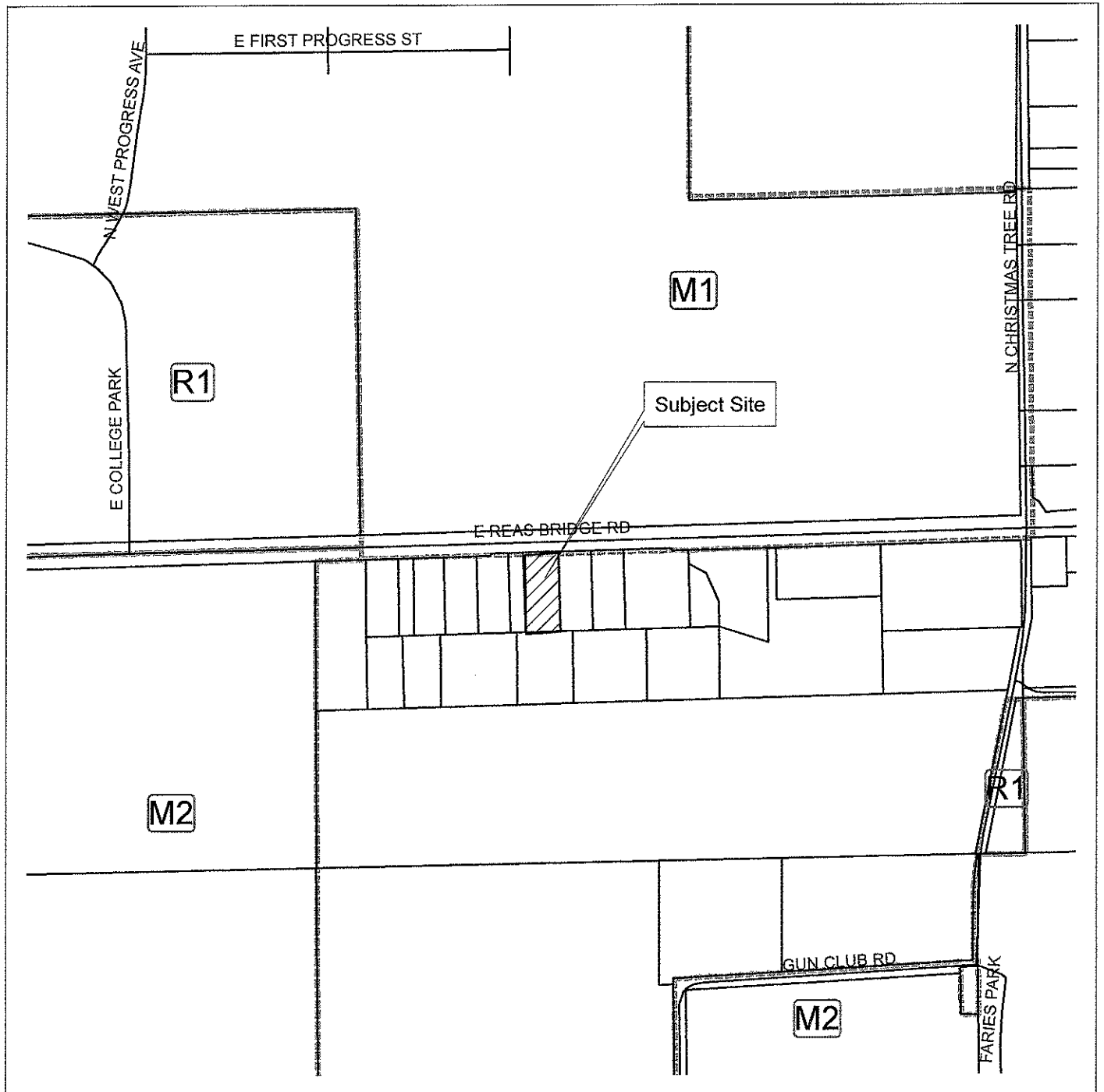
Suzan M. Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Site Map

Decatur City Plan Commission

4491 East Reas Bridge Road



Cal. No.: 15-47

Date: October 1, 2015

Petition of: Fred Wilhite

Requested Action: Rezone to M-2 Heavy Industrial District

0 250 500 1,000 1,500
Feet



Legend

- Decatur Roads
-  subject site
-  Decatur Parcel data
-  Decatur Zoning

Excerpts from Plan Commission Meeting of October 1, 2015:

Cal. No. 15-47

Petition of FRED WILHITE to rezone property located at 4491 EAST REAS BRIDGE ROAD from R-1 Single Family Resident District to M-2 Heavy Industrial District.

Ms. Stickle presented the recommendation of staff:

The subject site is approximately 1.03 acres and is located at 4491 East Reas Bridge Road. The site was annexed by the City Council on September 21, 2015. Upon annexation, it was automatically zoned R-1 Single Family Residence District. It is an existing industrial site with industrial uses to the south, east and west.

The petitioner proposes to rezone from R-1 Single Family Residence District to M-2 Heavy Industrial District to allow for all those uses permitted in the M-2 Heavy Industrial District.

The surrounding zoning includes M-1 Intense Commercial/Light Industrial District to the north and Macon County's M-2 Heavy Industrial District to the south, east and west. The Macon County and Decatur Comprehensive Plan shows this area as Residential-Estate. The permitted land uses in the M-2 District are compatible with the surrounding land uses and zoning districts.

Although the Comprehensive Plan shows this area as residential, the area is clearly industrial in nature as the adjacent uses to the south, east and west are industrial. The County has zoned the adjacent properties as M-2 Heavy Industrial District, so there is minimal chance that this will become residential.

If the property is rezoned to M-2 Heavy Industrial District, the use of the property will then be in compliance with the Zoning Ordinance.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 15-47 to the City Council with a recommendation for approval is suggested.

Mr. Fred Wilhite, petitioner, was sworn in by Mrs. Poland.

Mr. Wilhite said that prior to annexing the property it was zoned M-2 Heavy Industrial District. He is requesting that the property return to the M-2 District.

There were no questions and no objectors present.

It was moved and seconded (Myatt/Sotiroff) to forward Calendar No. 15-47 to the City Council with a recommendation for approval. Motion carried unanimously.

Development Services

DATE: 10/14/2015

MEMO: No. 15-41

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Suzan M. Stickle, Senior Planner

BACKGROUND:

The petitioner is requesting to vacate the north 160 feet of the 20 foot alleyway between the 2100 Blocks of North Water and North Main Streets totaling 3,200 square feet. The vacation will enable the petitioner to control the improved alley and utilize the area as part of their property. It would allow the petitioner to construct a parking lot for their church on property they own across the alley and along North Main Street. The petitioner owns property on both sides of the alleyway to be vacated.

The adjacent property owner was notified of the vacation and no objection was expressed. All other property owners adjacent to the alleyway were notified as well as the garbage hauler as to the request to vacate, no objections were expressed.

Letters were sent to Ameren, Comcast Communications, and AT&T notifying the utility companies of the vacation request and no objections to the proposed alleyway vacation were expressed.

The alleyway must be maintained in a condition consistent with the remainder of the alleyway to the south. A blanket easement will be maintained for utilities as well as ingress/egress for the general public.

An appraisal was conducted on the 3,200 square foot alleyway. The proposed vacated alleyway has an estimated market value of \$800.00 which will be paid to the City. A second appraisal is not required.

The formal vacation of this alleyway does not appear that it will have an adverse effect on the general public.

POTENTIAL OBJECTIONS: There were no known objectors at the Plan Commission Meeting.

INPUT FROM OTHER SOURCES:

The alley right-of-way vacation has been reviewed by the City's Technical Review Committee; Planning, Engineering and Fire have approved the vacation.

STAFF REFERENCE: Any additional questions may be forwarded to Suzan M. Stickle at 424-2786 or at ssstickle@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Bright, Debbie	Approved	10/15/2015 - 11:47 AM

ORDINANCE NO. _____

**ORDINANCE VACATING PUBLIC ALLEY RIGHT-OF-WAY
- 2100 BLOCKS NORTH WATER AND MAIN STREETS -**

WHEREAS, a request has been received from Harvest Christian Center, requesting the vacation by the City Council of public alley right-of-way in the City of Decatur, Illinois legally described as:

That part of the 20-foot wide public alley between the Southerly right-of-way line of East Kellar Lane and the Southerly line of Lots 3 and 4 in Bock 1 of May Bros and Travers Subdivision in the Southeast $\frac{1}{4}$ of Section 3, Township 16 North, Range 2 East of the 3rd P.M., as per Plat recorded in Book 22 on Page 588 of the records in the Recorder's Office of Macon County, Illinois. Containing in all 3,200-square feet, more or less and situated in Decatur, Macon County, Illinois; and,

WHEREAS, said public alley right-of-way is no longer useful to the public or to the City or to the owner of the property abutting thereon as public alley right-of way; and,

WHEREAS, the public interest will be subserved by vacating said public alley right-of-way and the public will be relieved from the further burden and responsibility of maintaining the same.

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

Section 1. That upon the conditions set forth herein, the herein described public alley right-of-way be, and the same is hereby, vacated inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation, said public alley right-of-way being shown on the plat thereof hereto attached and hereby made a part hereof:

1. A blanket easement for the vacated alleyway shall be maintained for utilities and for ingress/egress by the general public including commercial vehicles.
2. The alleyway must be maintained in a condition consistent with the remainder of the alleyway to the south.

Section 2. That the benefits which will be accrued to the owner of abutting property by reason of the vacation aforesaid is determined to be, in the judgment of the Council, equal to the sum of Eight Hundred Dollars (\$800.00).

Section 3. The permanent index number of the property acquiring title to the property vacated hereby is 04-12-03-478-036.

Section 4. That there is hereby reserved in, over, along and under the herein-described alley to the City of Decatur, Illinois, and to the public and to those utilities and companies as the case may be owning public service facilities, mains, sewers, telephone and electric, City street lights, circuitry and conduit or other public utilities, such property, rights-of-way and easements as are or may be necessary or desirable for continuing public service by means of such facilities and for the maintenance, renewal and reconstruction thereof with the right of ingress and egress for such purposes.

Section 5. That there is hereby reserved in, over, along and under the herein-described alley to the City of Decatur, Illinois, and to the public and to those companies as the case may be utilizing the alley for the purpose of vehicular and/or pedestrian movement and ingress and egress for such purposes.

PRESENTED, PASSED, APPROVED AND RECORDED this 19th day of October, 2015.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



CITY OF DECATUR, ILLINOIS
ECONOMIC AND URBAN DEVELOPMENT DEPARTMENT
Planning Division
Request for Vacation of
Utility Easement or Public Right of Way
(Please Type)

To: The Mayor and City Council
Members of the City Plan Commission

Date: 8-17-15

The undersigned, Harvest Christian Center, hereby requests the
vacation of the following: ☒ EASEMENT VACATION ☐ ROW VACATION
legally described as follows:
see attached

Located at: <u>alley between N. Main & N. Water, south of Keller</u>	
Address and phone number of petitioner/owner (Fax number and E-mail address optional)	Address and phone number of representative (Fax number and E-mail address optional)
<u>Harvest Christian Center</u>	<u>TRIAD SURVEYING</u>
<u>2199 N. Water</u>	<u>DAVID R. LEHMAN, PLS</u>
<u>Decatur IL 62526</u>	<u>423-5142</u>
<u>Pastor Kirk Hennelberg</u>	

PETITIONER REQUIREMENTS:

1. Plat of area proposed for vacation.
2. All appropriate utility companies and franchise holders will be contacted regarding the requested vacation. Please provide copies of utility letters.
3. All property owners with land abutting the property to be vacated shall be served proper notice by letter delivery by certified mail. Please provide copies of documentation.

UTILITY EASEMENTS ONLY

4. If compensation is required (due to the individual nature of each request) an approved recent appraisal, at the expense of the petitioner, will be required.

PUBLIC PROPERTY/ROW VACATIONS ONLY

4. Compensation shall be required, based upon an approved recent appraisal at the expense of the petitioner. Whenever any appraisal indicates compensation to be paid in excess of \$2000, a second appraisal at the expense of the City will be commissioned; the higher appraisal of the two will be utilized to determine compensation paid to the City.
5. All requests for property vacation should be submitted to the Plan Commission for public hearing.

Signature of Petitioner

Kirk Hennelberg

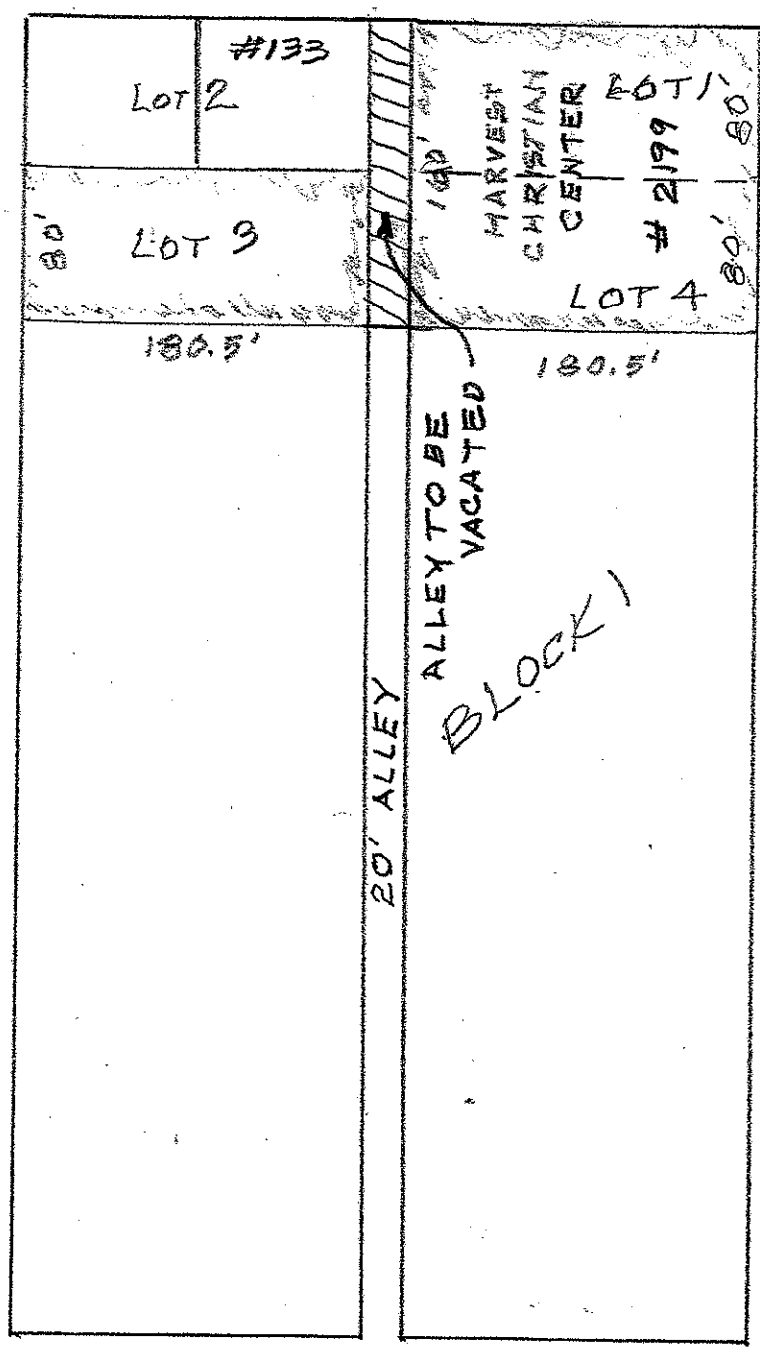
RIGHT-OF-WAY TO BE VACATED:

That part of the 20 foot wide Public Alley between the Southerly Right-of-Way line of East Kellar Lane and the Southerly line of Lots 3 and 4 in Block 1 of MAY BROS & TRAVERS SUBDIVISION IN SE. ¼ OF SECT. 3, T. 16 N., R. 2 E., as per Plat recorded in Book 22 on Page 588 of the records in the Recorder's Office of Macon County, Illinois. Containing in all 3,200 square feet more or less and situated in Decatur, Macon County, Illinois.

N
1"=100'

NORTH MAIN STREET

EAST KELLAR LANE



HARRISON AVENUE

NORTH WATER STREET

NORTH DRIVE

TRIAD SURVEYING
5326 North Fork Road
Decatur, IL 62521-1856
(217) 423-5142

CELL 217 454-0372

184-002207

JULY 2015

Webster & Associates, Inc.

104 West University Avenue
Urbana, Illinois 61801-1723
Phone (217) 344-0973

Fax (217) 344-7506
E-mail: office@websterappraisals.com
Website: <http://www.websterappraisals.com>

235 South Main Street
Decatur, Illinois 62523-1401
Phone (217) 330-6214

August 17, 2015

Mr. Kirk Henneberry
Harvest Christian Center
2199 N. Water Street
Decatur, Illinois 62526

RE: Appraisal of alley adjoining 2199 N. Water Street, Decatur, Illinois.

Dear Mr. Henneberry:

Per your request, I have personally inspected the property which may be described as a portion of an alley adjoining 2199 N. Water Street, Decatur, Illinois. This report is intended for use only by the client, Harvest Christian Center, as a guide for a potential acquisition. The City of Decatur and David Lehman are additional intended users to this assignment. The client has requested an opinion of the market value of the fee simple estate of the subject real property. An examination of the subject was made on August 12, 2015, which is the effective date of the opinion of value.

This transmittal letter is followed by the appraisal report further describing the subject property and containing the reasoning and pertinent data leading to the opinion of value. Also attached are the certification of the appraisal, limiting conditions, photographs, and other addenda that are considered relevant to the appraisal. This letter and all attachments are integral parts of the appraisal report, and the entire document must be considered as a whole.

The property was appraised based on fee simple ownership and unencumbered, subject to the contingent and limiting conditions outlined herein.

Harvest Christian Center
August 17, 2015

Appraisal of alley adjoining 2199 N. Water Street, Decatur, Illinois.

It is my opinion that the market value of the fee simple estate of the subject real property, as of August 12, 2015, was:

EIGHT HUNDRED (\$800) DOLLARS.

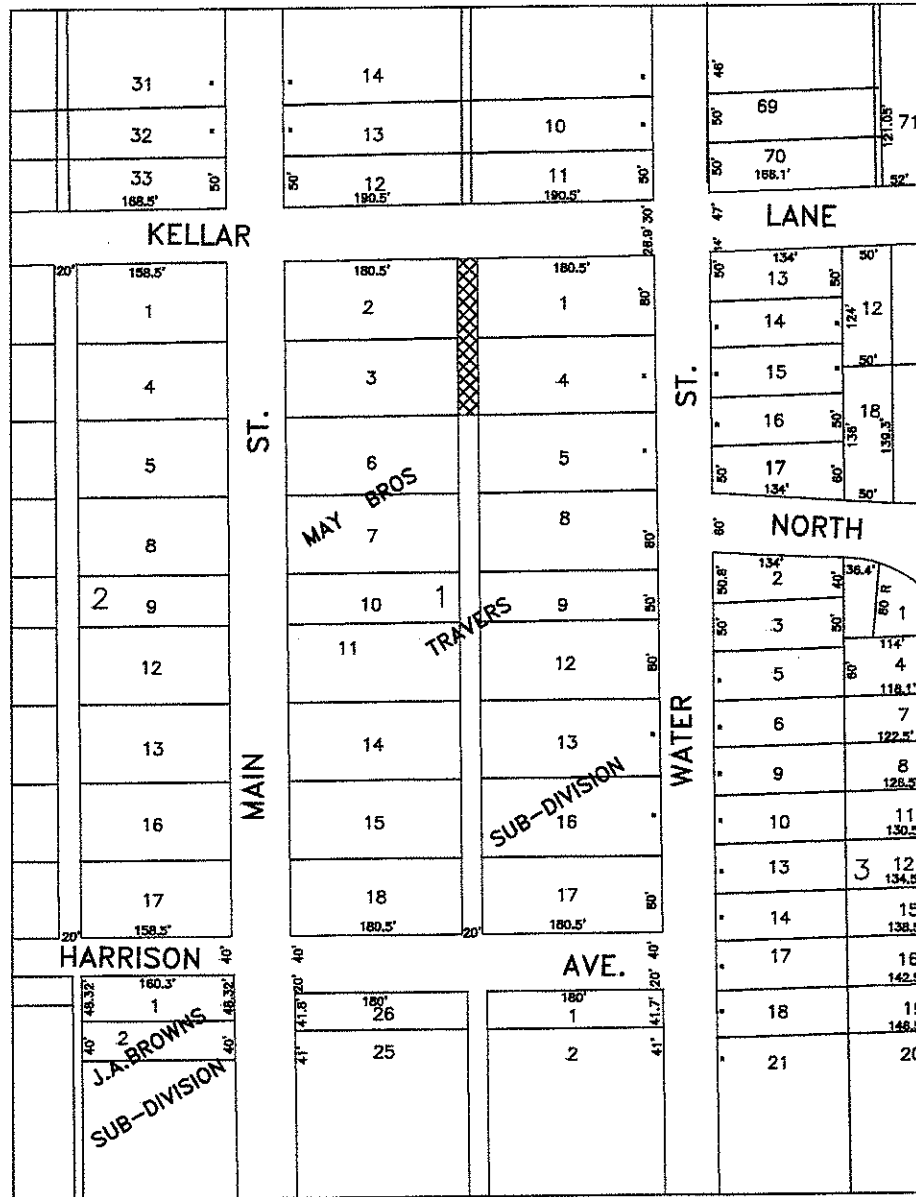
Respectfully submitted,

Joseph M.
Webster

Digitally signed by Joseph M.
Webster
DN: cn=Joseph M. Webster,
o=James H Webster & Associates,
Ltd., ou,
email=jm@websterappraisals.com,
c=US
Date: 2015.08.17 15:59:55 -0500

Joseph M. Webster, MAI
Illinois certified general
Real estate appraiser # 553.002003

F:\15-01957



PLAT OF TERRITORY VACATED BY THE CITY OF DECATUR, ILLINOIS
ALLEY BETWEEN 2100 BLOCKS OF N. WATER ST & N. MAIN ST.



indicates territory vacated

0.0735 acres

AREA 0.000115± sq. miles

lin. ft. of public road

DECATUR township

All dimensions shown hereon are dimensions of record.
The vacation 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



8-27-2015

CITY ENGINEER — DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2015

ORDINANCE NO: _____

DATE: _____ Page 48 of 315

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: Alleyway Vacation, 2100 Blocks of North Water and North Main Streets

GENERAL INFORMATION

Hearing Date October 1, 2015
Calendar No. 15-40
Property Location 2100 Blocks of North Water and North Main Streets
Requested Action Vacate Alleyway between the 2100 Blocks of North Water and North Main Streets
Petitioner Harvest Christian Center
Representative Pastor Kirk Henneberry

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Alleyway Right-of-Way	R-3	Residential-Low Density
North	Street Right-of-Way	R-3	Residential-Low Density
South	Alleyway Right-of-Way	R-3	Residential-Low Density
East	Church, Residential	R-3	Residential-Low Density
West	Residential, Vacant	R-3	Residential-Low Density

BACKGROUND

1. The petitioner is requesting to vacate the 20 foot alleyway between the 2100 Blocks of North Water and North Main Streets. The vacation will enable the petitioner to control the improved alley and utilize the area as part of their property. It would allow the petitioner to construct a parking lot for their church on property they own across the alley and along North Main Street. The petitioner owns property on both sides of the alleyway to be vacated.

STAFF ANALYSIS

1. The petitioner is requesting to vacate the north 160 feet of the 20 foot alleyway totaling 3,200 square feet. The petitioner owns property on both sides of the alleyway to be vacated. The adjacent property owner was notified of the vacation and no objection was expressed. All other property owners adjacent to the alleyway were notified as well as the garbage hauler as to the request to vacate, no objections were expressed.
2. Letters were sent to Ameren, Comcast Communications, and AT&T notifying the utility companies of the vacation request and no objections to the proposed alleyway vacation were expressed.
3. The alleyway must be maintained in a condition consistent with the remainder of the alleyway to the south. A blanket easement will be maintained for utilities as well as ingress/egress for the general public.

October 1, 2015

4. An appraisal was conducted on the 3,200 square foot alleyway. The proposed vacated alleyway has an estimated market value of \$800.00 which will be paid to the City. A second appraisal is not required.
5. The formal vacation of this alleyway does not appear that it will have an adverse affect on the general public.

STAFF RECOMMENDATION

1. Staff recommends approval of the alleyway vacation with the following conditions:
 - a. A blanket easement for the vacated alleyway shall be maintained for utilities and ingress/egress for the general public.
 - b. The alleyway must be maintained in a condition consistent with the remainder of the alleyway to the south.

PLAN COMMISSION ACTION

1. The Administrative Policy of the City of Decatur requires that property vacation requests be submitted to the Plan Commission for a public hearing. Although a Plan Commission recommendation is not required, a motion to forward the vacation request of Calendar Number 15-40 to the City Council with a recommendation for approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Department of Planning and Building Services, City of Decatur.

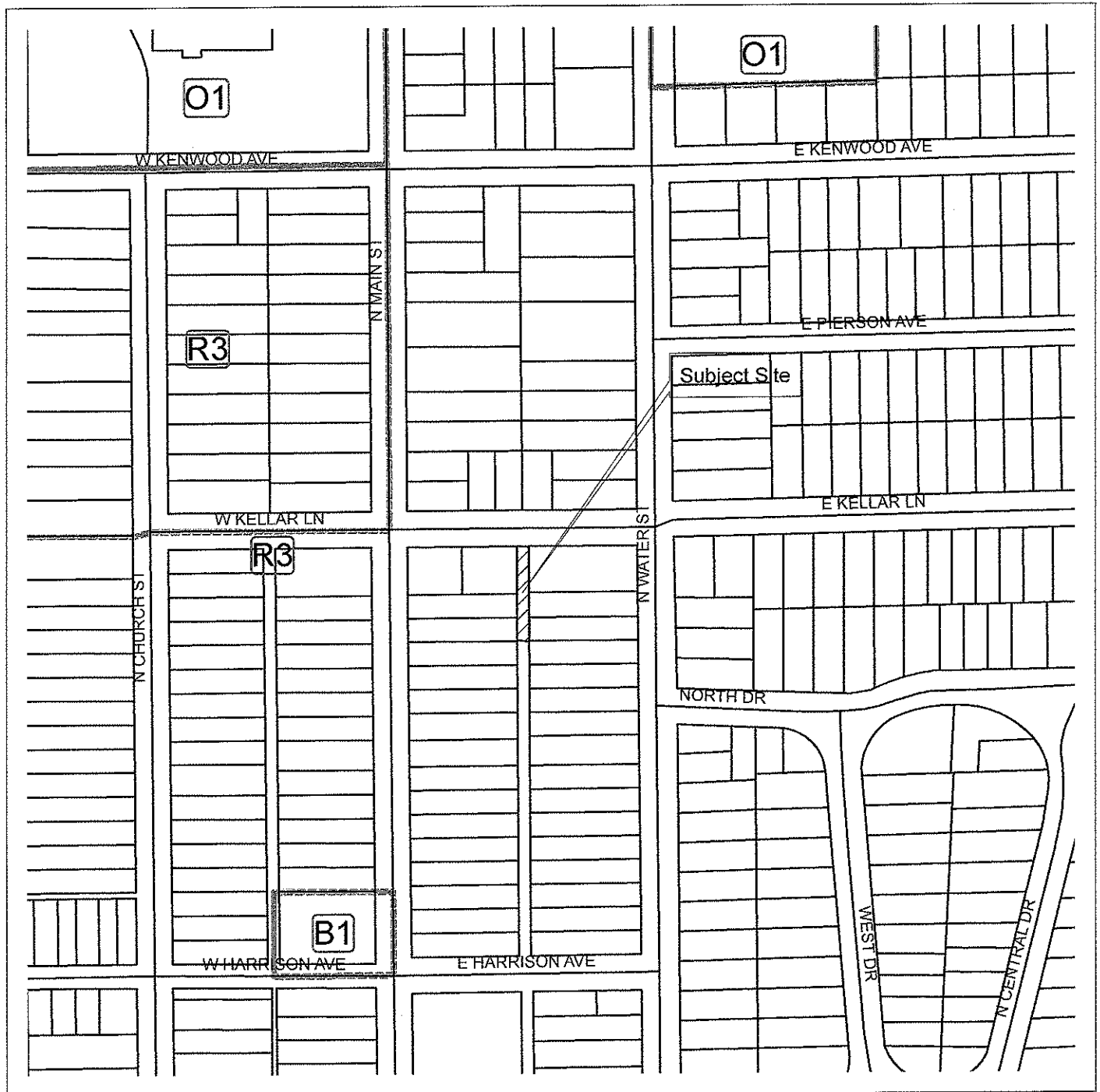
Suzan M. Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Appraisal Sheet
3. Location Maps

Decatur City Plan Commission

2100 Blocks of North Water and North Main Streets



Cal. No.: 15-40
Date: October 1, 2015
Petition of: Harvest Christian Center
Requested Action: Vacate 20 foot alleyway

0 250 500
Feet



Legend

- Decatur Roads
-  subject site
-  Decatur Parcel data
-  Decatur Zoning

Excerpts from Plan Commission Meeting of October 1, 2015:

Cal. No. 15-40

Petition of HARVEST CHRISTIAN CENTER to vacate the Alley right-of-way located between the 2100 Blocks of North Water Street and North Main Street.

Ms. Suzy Stickle was sworn in by Mrs. Janet Poland.

Ms. Stickle presented the recommendation of staff:

The petitioner is requesting to vacate the north 160 feet of the 20 foot alleyway between the 2100 Blocks of North Water and North Main Streets totaling 3,200 square feet. The vacation will enable the petitioner to control the improved alley and utilize the area as part of their property. It would allow the petitioner to construct a parking lot for their church on property they own across the alley and along North Main Street. The petitioner owns property on both sides of the alleyway to be vacated.

The adjacent property owner was notified of the vacation and no objection was expressed. All other property owners adjacent to the alleyway were notified as well as the garbage hauler as to the request to vacate, no objections were expressed.

Letters were sent to Ameren, Comcast Communications, and AT&T notifying the utility companies of the vacation request and no objections to the proposed alleyway vacation were expressed.

The alleyway must be maintained in a condition consistent with the remainder of the alleyway to the south. A blanket easement will be maintained for utilities as well as ingress/egress for the general public.

An appraisal was conducted on the 3,200 square foot alleyway. The proposed vacated alleyway has an estimated market value of \$800.00 which will be paid to the City. A second appraisal is not required.

The formal vacation of this alleyway does not appear that it will have an adverse effect on the general public.

Staff recommends approval of the alleyway vacation with the following conditions:

1. A blanket easement for the vacated alleyway shall be maintained for utilities and ingress/egress for the general public.
2. The alleyway must be maintained in a condition consistent with the remainder of the alleyway to the south.

The Administrative Policy of the City of Decatur requires that property vacation requests be submitted to the Plan Commission for a public hearing. Although a Plan Commission recommendation is not required, a motion to forward the vacation request of Calendar Number 15-40 to the City Council with a recommendation for approval is suggested.

Mr. Kirk Henneberry, representative, was sworn in by Mrs. Poland.

Mr. Henneberry stated the church is looking forward to getting a parking lot and said he would be willing to answer any questions.

There were no questions and no objectors present.

It was moved and seconded (Sotiroff/Peck) to forward Calendar No. 15-40 to the City Council with a recommendation for approval. Motion carried unanimously.

Development Services

DATE: 10/14/2015

MEMO: No. 15-42

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Suzan M. Stickle, Senior Planner

PRIOR COUNCIL ACTION: There were no known objectors at the Plan Commission Meeting.

BACKGROUND:

The subject site is approximately 4.7 acres and is located at 1224, 1260, 1270, 1280 and 1290 West Grand Avenue and 1390 North Fairview Avenue. The site is currently zoned R-3 Single Family Residence District and B-1 Neighborhood Shopping District and is developed with parking lots. Recently, there has been the demolition of a church and two small commercial buildings.

The petitioner proposes to rezone from R-3 Single Family Residence District and B-1 Neighborhood Shopping District to M-1 Intense Commercial/Light Industrial District to allow for all those uses permitted in the M-1 Intense Commercial/Light Industrial District.

The surrounding zoning includes B-2 Commercial District and M-1 Intense Commercial/Light Industrial District to the east and R-3 Single Family Residence District to the north, south and west. The Macon County and Decatur Comprehensive Plan shows this area as Retail and Institutional. The permitted land uses in the M-1 Intense Commercial/Light Industrial District are compatible with the land uses and adjacent zoning districts to the east.

Although the Comprehensive Plan shows this area as retail, staff is of the opinion that the expansion of the M-1 zoning district to the west of the existing industrial use would not alter the character of the general area.

If the property is rezoned to M-1 Intense Commercial/Light Industrial District and development occurs, the adjacent properties will have a buffer yard between the residential properties and the development in accordance with the regulations of the Zoning Ordinance.

INPUT FROM OTHER SOURCES:

The petition has been reviewed by the City's Technical Review Committee; Planning,

Engineering and Fire.

STAFF REFERENCE: Any additional questions may be forwarded to Suzan M. Stickle at 424-2786 or at ssickle@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
supporting documentation	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Bright, Debbie	Approved	10/15/2015 - 11:47 AM

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY
R-3 SINGLE FAMILY RESIDENCE DISTRICT AND
B-1 NEIGHBORHOOD SHOPPING DISTRICT TO
M-1 INTENSE COMMERCIAL/LIGHT INDUSTRIAL DISTRICT
- 1224, 1260, 1270, 1280 AND 1290 WEST GRAND AVENUE -
- 1390 NORTH FAIRVIEW AVENUE -**

WHEREAS, on the 1st day of October, 2015, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Akorn, Inc., to rezone premises legally described as:

A tract of land being a part of the Northeast Quarter of Section 9, Township 16 North, Range 2 East of the Third Principal Meridian being more particularly described as follows:

Parcel 1: Lot One (1) of Taylor Subdivision, as per Plat recorded in Book 1832, on page 676 of the records in the Recorder's Office of Macon County, Illinois.

AND

Parcel 2: Lot Two (2) of Taylor Subdivision, as per Plat recorded in Book 1832, on page 676 of the records in the Recorder's Office of Macon County, Illinois, except the South 346.94 feet of the East 208.64 feet thereof.

AND

Parcel 3: Lot One (1) of County Clerk's Subdivision of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section Nine (9), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., as per Plat recorded in Book 1575, page 130 of the records in the Recorder's Office of Macon County, Illinois.

AND

Parcel 4: Lot Two (2) of County Clerk's Subdivision of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section Nine (9), Township Sixteen (16) North, Range Two (2)

East of the 3rd P.M., as per Plat recorded in Book 1575, page 130 of the records in the Recorder's Office of Macon County, Illinois, except the North 228 feet thereof.

AND

Parcel 5: Lot Three (3) of County Clerk's Subdivision of the Southeast ¼ of the Northeast ¼ of Section Nine (9), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., as per Plat recorded in Book 1575, page 130 of the records in the Recorder's Office of Macon County, Illinois, less and except that part thereof conveyed to the City of Decatur, Illinois by deed dated October 6, 1970 and recorded October 28, 1970 in Book 1684 on page 379,

from R-3 Single Family Residence District and B-1 Neighborhood Shopping District to M-1 Intense Commercial/Light Industrial District; and,

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

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

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

Section 2. That said above described premises be, and they are hereby, rezoned from R-3 Single Family Residence District and B-1 Neighborhood Shopping District to M-1 Intense Commercial/Light Industrial District.

Section 3. That the Districts hereinabove mentioned are those districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning Ordinance, and all the provisions, regulations, restrictions and requirements therein set forth shall apply to the premises above described herein.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 19th day of October, 2015.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



City of Decatur, Illinois

PETITION FOR REZONING

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

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	AKorn Inc.				
Address	1222 West Grand Ave.				
City	Decatur	State	IL	Zip	62522
Telephone	217-423-9715	Fax		E-mail	
Property Owner	AKorn Inc.				
Address	1925 W. Field Court Suite 300				
City	Lake Forest	State	IL	Zip	60045
Telephone	800-932-5676	Fax		E-mail	
Representative	Howard Miller and Steve Coventry				
Address	1222 West Grand Ave.				
City	Decatur	State	IL	Zip	62522
Telephone	217-423-9715	Fax		E-mail	

SECTION TWO: SITE INFORMATION

Street Address	1222, 1224, 1260-1290 W. Grand Avenue					
Legal Description	Lots 1 & 2 of Taylor Subdivision, and Lot 1, Part of Lot 2, and Lot 3 of County Clerk's Subdivision of the S.E. 1/2 of the N.E. 1/4 of Section 9, Township 16N., Range 2E. of T63N PM.					
Present Zoning	☐ R-1	☐ R-2	☒ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☒ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☒ M-1	☐ M-2	☐ M-3	☐ PMR-1		☒ NO
Please list all improvements on the site:						
Size of Tract	6.3 ☐ SF ☒ AC					

SECTION THREE: REQUESTED ACTION

Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☒ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Other:						

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
Corporation purchased properties and converting the new properties to match the use of the existing/current operation at 1222 W. Grand. Also re-zoning.	

SECTION FOUR: JUSTIFICATION
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):
To have the properties zoned to properly reflect the business use.

SECTION FIVE: CERTIFICATION			
		To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.	
Petitioner's Signature	<i>Howard Miller</i>	Date	04/08/15
Howard Miller, Director Engineering			

NOTES:	
1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees. 2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council. 3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal. 4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.	

OFFICE USE ONLY	
Date Filed	
By	

Exhibit A

A tract of land being a part of the Northeast Quarter of Section 9, Township 16 North, Range 2 East of the Third Principal Meridian being more particularly described as follows:

Parcel 1: Lot One (1) of Taylor Subdivision, as per plat recorded in Book 1832, on page 676 of the records in the Recorder's Office of Macon County, Illinois.

Parcel 2: Lot Two (2) of Taylor Subdivision, as per plat recorded in Book 1832, on page 676 of the records in the Recorder's Office of Macon County, Illinois.

Parcel 3: Lot One (1) of County Clerk's Subdivision of the Southeast 1/4 of the Northeast 1/4 of Section Nine (9), Township Sixteen (16) North, Range Two (2) East of the 3rd p.m., as per plat recorded in Book 1575, page 130 of the records in the Recorder's Office of Macon County, Illinois.

Parcel 4: Lot Two (2) of County Clerk's Subdivision of the Southeast 1/4 of the Northeast 1/4 of Section Nine (9), Township Sixteen (16) north, Range Two (2) East of the 3rd p.m., as per plat recorded in Book 1575, page 130 of the records in the Recorder's Office of Macon County, Illinois, except the North 228 feet thereof.

Parcel 5: Lot Three (3) of County Clerk's Subdivision of the Southeast 1/4 of the Northeast 1/4 of Section Nine (9), Township Sixteen (16) North, Range Two (2) East of the 3rd p.m., as per plat recorded in Book 1575, page 130 of the records in the Recorder's Office of Macon County, Illinois, less and except that part thereof conveyed to the City of Decatur, Illinois by deed dated October 6, 1970 and recorded October 28, 1970 in Book 1684 on page 379.

For a net area encompassing 6.678 acres, more or less, in Macon County, Illinois.

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: 1224, 1260, 1270, 1280 and 1290 West Grand Avenue and 1390 North Fairview Avenue

GENERAL INFORMATION

Hearing Date October 1, 2015
Calendar No. 15-43
Property Location 1224, 1260, 1270, 1280 and 1290 West Grand Avenue and 1390 North Fairview Avenue
Requested Action Rezoning from R-3 Single Family Residence District and to B-1 Neighborhood Shopping District to M-1 Intense Commercial/Light Industrial District
Petitioner Akorn, Inc.
Representative Howard Miller and Steve Coventry

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Parking Lots, Vacant	R-3,B-1	Retail, Institutional
North	Residential	R-3	Residential-Low Density
South	Residential	R-3	Residential-Low Density
East	Industrial, Commercial	M-1,B-2	Retail
West	Residential	R-3	Residential-Low Density

BACKGROUND

1. The subject site is approximately 4.7 acres and is located at 1224, 1260, 1270, 1280 and 1290 West Grand Avenue and 1390 North Fairview Avenue. The site is currently zoned R-3 Single Family Residence District and B-1 Neighborhood Shopping District and is developed with parking lots. Recently, there has been the demolition of a church and two small commercial buildings.

PROJECT DESCRIPTION

1. The petitioner proposes to rezone from R-3 Single Family Residence District and B-1 Neighborhood Shopping District to M-1 Intense Commercial/Light Industrial District to allow for all those uses permitted in the M-1 Intense Commercial/Light Industrial District.

STAFF ANALYSIS

1. The surrounding zoning includes B-2 Commercial District and M-1 Intense Commercial/Light Industrial District to the east and R-3 Single Family Residence District to the north, south and west. The Macon County and Decatur Comprehensive Plan shows this area as Retail and Institutional.

The permitted land uses in the M-1 Intense Commercial/Light Industrial District are compatible with the land uses and adjacent zoning districts to the east.

2. Although the Comprehensive Plan shows this area as retail, staff is of the opinion that the expansion of the M-1 zoning district to the west of the existing industrial use would not alter the character of the general area.
3. If the property is rezoned to M-1 Intense Commercial/Light Industrial District and development occurs, the adjacent properties will have a buffer yard between the residential properties and the development in accordance with the regulations of the Zoning Ordinance.

STAFF RECOMMENDATION

1. Staff recommends approval of the rezoning.

PLAN COMMISSION ACTION

1. Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 15-43 to the City Council with a recommendation for approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Department of Planning and Building Services, City of Decatur.

Suzan M. Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Site Map

Decatur City Plan Commission

1224, 1260, 1270, 1280 and 1290 West Grand Avenue
1390 North Fairview Avenue



Cal. No.: 15-43
Date: October 1, 2015
Petition of: Akorn, Inc.
Requested Action: Rezone to M-1 Intense
Commercial/Light Industrial District

0 250 500
Feet



Legend

- Decatur Roads
-  subject site
-  Decatur Parcel data
-  Decatur Zoning

Excerpts from Plan Commission Meeting of October 1, 2015:

Cal. No. 15-43 Petition of AKORN, INC. to rezone property located at 1224, 1260, 1270, 1280 and 1290 WEST GRAND AVENUE and 1390 NORTH FAIRVIEW AVENUE from R-3 Single Family Residence District and B-1 Neighborhood Shopping District to M-1 Intense Commercial/Light Industrial District.

Ms. Stickle presented the recommendation of staff:

The subject site is approximately 4.7 acres and is located at 1224, 1260, 1270, 1280 and 1290 West Grand Avenue and 1390 North Fairview Avenue. The site is currently zoned R-3 Single Family Residence District and B-1 Neighborhood Shopping District and is developed with parking lots. Recently, there has been the demolition of a church and two small commercial buildings.

The petitioner proposes to rezone from R-3 Single Family Residence District and B-1 Neighborhood Shopping District to M-1 Intense Commercial/Light Industrial District to allow for all those uses permitted in the M-1 Intense Commercial/Light Industrial District.

The surrounding zoning includes B-2 Commercial District and M-1 Intense Commercial/Light Industrial District to the east and R-3 Single Family Residence District to the north, south and west. The Macon County and Decatur Comprehensive Plan shows this area as Retail and Institutional. The permitted land uses in the M-1 Intense Commercial/Light Industrial District are compatible with the land uses and adjacent zoning districts to the east.

Although the Comprehensive Plan shows this area as retail, staff is of the opinion that the expansion of the M-1 zoning district to the west of the existing industrial use would not alter the character of the general area.

If the property is rezoned to M-1 Intense Commercial/Light Industrial District and development occurs, the adjacent properties will have a buffer yard between the residential properties and the development in accordance with the regulations of the Zoning Ordinance.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 15-43 to the City Council with a recommendation for approval is suggested.

Mr. Howard Miller, representative, was sworn in by Mrs. Poland.

Mr. Miller said Akorn has acquired the properties over the last few years and they are reorganizing. They would like all of the properties zoned the same.

Mr. Jack Myatt asked if Akorn is planning on moving the driveway entrance to the existing building. Mr. Miller said not at the time.

There were no objectors present.

It was moved and seconded (Harris/Sotiroff) to forward Calendar No. 15-43 to the City Council with a recommendation for approval. Motion carried unanimously.

Development Services

DATE: 10/19/2015

MEMO: No. 15-44

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Patrick Hoban, Economic Development Officer

BACKGROUND:

Developer will construct at its expense a new 4 story Hampton Hotel. The existing B-3 Planned Shopping Center was amended in July 2015 to allow for retail development. The subject property, SEC 29-16-3E GRAND OAKS ESTATES ADD LT 1, is 2.61 acres and is currently unimproved.

The proposed project will involve the construction of a four story, 80-room Hampton Inn representing an investment of more than \$7 million. It is expected that the construction of this facility will begin in the fall of 2015 and will provide local construction jobs for approximately 110 trades people over the life of the project. The construction period is expected to take 6-9 months and the hotel is expected to support thirty full-time equivalent employees once it opens. We believe that an additional hotel in this location will create a "hotel cluster" which will attract additional visitors to the area providing benefits to retailers and restaurants in the area. The Redevelopment agreement includes sharing 50% of the Hotel Use Tax received by the City for 5 years.

Horve Hospitality Management, Inc. was established in 2005 by Steve R. Horve. The company commenced operations with the development, construction, and management of the Hilton Garden Inn and Homewood Suites in Champaign, IL. Soon after, the Decatur Conference Center and Hotel in Decatur, IL was acquired, and the Homewood Suites in Forsyth, IL was constructed. In 2010, the President Abraham Lincoln Hotel and Conference Center in Springfield, IL was purchased. Horve Hospitality Management, Inc. navigated and supervised the complete remodel and conversion of the hotel to its current DoubleTree by Hilton franchise.

Mr. Horve has built more than 60 hotels during his career which began in 1989 with the construction of a Hampton Inn in Dearborn, Michigan. Brands currently or previously owned by Mr. Horve include: Hilton Garden Inn, Homewood Suites, Doubletree by Hilton, Hampton Inn, Country Inn & Suites, Springhill Suites, Hawthorn Suites, Holiday Inn Express, Ramada Inn and an independent hotel.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Additional questions can be forwarded to Tim Gleason at 217-424-2801 (tgleason@decaturil.gov), Billy Tyus at 217-424-2727 (btyus@decaturil.gov) or Patrick Hoban at 217-424-2778 (phoban@decaturil.gov)

BUDGET/TIME IMPLICATIONS: All reimbursements will be made based on incremental hotel motel taxes generated to the City of Decatur.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Bright, Debbie	Approved	10/15/2015 - 11:48 AM

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING REDEVELOPMENT AGREEMENT
EVERGREEN HOSPITALITY, LLC**

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

Section 1. That the Redevelopment Agreement presented to the City Council herewith between the City of Decatur and Evergreen Hospitality, LLC, regarding the redevelopment of the Hampton Inn located at 4855 East Evergreen Court and legally described on said agreement be, and the same is hereby received, placed on file and approved.

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

PRESENTED and ADOPTED this 19th day of October, 2015.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

CITY OF DECATUR/EVERGREEN HOSPITALITY LLC
REDEVELOPMENT AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
Contents	
REDEVELOPMENT AGREEMENT	1
RECITALS.....	4
ARTICLE I: DEFINITIONS	5
ARTICLE II: DEVELOPMENT OF THE PROJECT	6
2.1 Development of the Project.	6
2.2 Changes in Plans.	6
2.3 Final Site Plan.....	6
2.4 Construction Plans.....	6
2.5 Amended Construction Plans.....	6
2.6 Commencement and Completion Requirements.....	7
2.6.1 Commencement.....	7
2.6.2 Completion.....	7
2.7 Certificate of Completion.	7
2.8 Form of Certification.	7
2.9 Quality of Construction and Conformance to Federal, State and Local Requirements.	7
2.10 Utilities.	7
2.11 Insurance.....	8
2.11.1 Liability Insurance Prior to Completion.	8
2.11.2 Builder's Risk Prior to Completion.	8
2.12 Lien Waivers.....	8
2.13 Rights of Inspection.....	8
ARTICLE III: CITY OBLIGATIONS	8
3.1 Public Investment.....	8
3.2 Zoning.....	9
3.3 Easements.....	9
ARTICLE IV: PUBLIC INVESTMENT	9
4.1 Public Investment.....	9
4.2 Adjustment of Public Investment.	9
ARTICLE V: CONDITIONS PRECEDENT TO CITY OBLIGATIONS AND ONGOING BENEFITS	9
5.1 Conditions Precedent to Transaction.....	9
ARTICLE VI: OPERATION OF THE PROJECT	10
6.1 Operation and Maintenance of the Project.	10

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE VII: REDEVELOPER COVENANTS AND RESTRICTIONS	10
7.1 Project Subject to Redevelopment Agreement.....	10
7.2 Non-discrimination.	10
7.3 Property Taxes.	10
7.4 Duration of Covenants.....	11
7.5 Covenants Running with the Land.....	11
7.6 Covenants Binding for the Benefit of City.....	11
7.7 Forms of Covenants and Restrictions.	12
ARTICLE VIII: INDEMNIFICATION.....	12
8.1 Redeveloper Indemnification of the City.	12
8.2 City Indemnification of the Redeveloper.	13
ARTICLE IX: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER.....	13
9.1 Prohibition Against Transfer of Project and Project Site Prior to Completion of Construction.	13
9.1.1 Prohibitions.	13
9.1.2 Conditions for Approval.	13
9.2 Transfer of Project After Completion of Construction.	15
9.3 Status of Assignee.....	15
9.4 Assignment to Affiliated Entity.....	15
9.5 No Release of Redeveloper.	15
ARTICLE X: DEFAULT AND REMEDIES	16
10.1 Events of Default.	16
10.1.1 Misrepresentation.....	16
10.1.2 Breach.	16
10.2 Remedies Upon Default.	16
ARTICLE XI: TERMINATION OF AGREEMENT.....	16
11.1 Termination by the City.	16
11.2 Termination by the Redeveloper.	16
ARTICLE XII: EQUAL EMPLOYMENT OPPORTUNITY	17
12.1 Nondiscrimination.....	17
12.2 Advertising.....	17
ARTICLE XIII: REPRESENTATIONS OF THE REDEVELOPER.....	17
13.1 Organization.	17
13.2 Authorization.....	17

TABLE OF CONTENTS

	<u>Page</u>
13.3 Non-Conflict or Breach.....	17
13.4 Pending Lawsuits.	17
13.5 Location of Project.	18
13.6 Conformance with Requirements.	18
ARTICLE XIV: REPRESENTATIONS OF THE CITY	18
14.1 Organization and Authorization.....	18
14.2 Non-Conflict or Breach.....	18
14.3 Pending Lawsuits.	18
ARTICLE XV: MISCELLANEOUS.....	18
15.1 Authorized Representatives.	18
15.1.1 Redeveloper.....	18
15.1.2 City.....	18
15.2 Limited Liability to Others.	19
15.3 Binding Upon Successors in Interest.	19
15.4 Titles of Paragraphs.	19
15.5 Notices.	19
15.7 Severability.	20
15.8 Memorandum of Agreement.....	20
15.9 Further Assistance and Corrective Instruments.....	20
15.10 No Joint Venture, Agency, or Partnership Created.....	20
ARTICLE XVI: TERMS OF THE AGREEMENT.....	20
CITY OF DECATUR/EVERGREEN HOSPITALITY LLC	22
REDEVELOPMENT AGREEMENT	22
MEMORANDUM OF AGREEMENT	30

THIS CITY OF DECATUR/ EVERGREEN HOSPITALITY LLC REDEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the __ day of _____, 2015, by and between the City of Decatur, Illinois, a home rule municipal corporation, (hereinafter referred to as the "City") and EVERGREEN HOSPITALITY LLC an Illinois Limited Liability Company (hereinafter referred to as the "Redeveloper").

RECITALS

WHEREAS, the City is a home rule unit of government, pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and as such has the authority to promote health, safety and welfare, including to prevent the spread of blight and deterioration and inadequate facilities by promoting the development of and private investment in industry, business and housing and enhancing the marketability of Premises and is authorized and empowered to enter into agreements pertaining to its government and affairs, including the economic development of the City and the expansion of its tax base thereby reducing unemployment; and

WHEREAS, there exists certain property more fully described on Exhibit 1 attached hereto and by reference made a part hereof that is currently vacant and has remained less than significantly occupied and/or underutilized for a period in excess of one (1) year; and

WHEREAS, the Redeveloper wishes to substantially redevelop and improve the Development Area more fully described on Exhibit 1 attached hereto and by reference made a part hereof (the "Project"); thereby contributing to the economic development of the City, increasing the tax base thereby reducing unemployment and creating or retaining job opportunities within the City and serve to further maintain the development of adjacent areas, and the City is willing to enter into an agreement with the Redeveloper to assure that said redevelopment and improvements occur; and

WHEREAS, the Redeveloper has requested that incentives related to the Project be provided by the City from the resulting hotel/motel tax revenues derived solely from the operations of an Hampton Inn located in the Project; and

WHEREAS, the City has the authority to pay and/or reimburse the Redeveloper for Eligible Redevelopment Project Costs; and

WHEREAS, without the assistance of the City as set forth in this Agreement, the Redeveloper would not undertake the Project and the Project would not be possible; and

WHEREAS, the construction cost of the Project (including land acquisition and soft costs) is estimated to be \$7,764,750 as more fully shown on Exhibit 2 attached hereto and made a part hereof; and

WHEREAS, the City has determined that the Redevelopment Project requires the incentives requested as set forth in Exhibit 2 and that the Redevelopment Project will promote the health, safety and welfare of the City and its citizens, strengthen the commercial sector of the City by attracting private investment to prevent blight and deterioration, enhance the tax base of the City and provide employment and generally to enhance the economy of the City and is made and entered into in the best interest of the City.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency

whereof are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE I: DEFINITIONS

"Applicable Law" means all laws, statutes, acts, ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Governmental Authorities, that now or hereafter during the term of this Agreement may be applicable to the City, the Redeveloper, and/or the Project, and the construction, maintenance, use and operation thereof, including those relating to employees, zoning, building, health, safety, Hazardous Materials, and accessibility of public facilities.

"Exterior Façade" means the architectural character, general composition and general arrangements of the exterior of the Project, and the adjacent plazas and pedestrian areas, including the kind, color and texture of the building material and the type and character of all windows, doors, light fixtures, signs and appurtenant elements, visible from public streets and thoroughfares.

"Final Site Plan" means the final plan for the Project which sets forth the limits of the work to be done, the building locations, ingress and egress, loading areas, parking, if any, landscaping, signage and adjoining streets including one or more elevations or sketches showing the exterior features and designs of all the buildings or structures.

"Preliminary Plans" means plans and drawings, including a Preliminary Site Plan for the Project which are preliminary to the Construction Plans, which plans and drawings include but are not limited to the limits of the work to be done, the location of buildings and all auxiliary structures, ingress and egress, loading areas, parking, if any, proposed signage, landscaping and one or more elevations showing the Exterior Architectural Appearance of the Project or any phase thereof.

"Preliminary Site Plan" means the site layout for the Project including parking, if any, buildings, ingress and egress, pedestrian and vehicular circulation, utilities, grading, storm water detention, landscaping and service areas, and all proposed dedications and easements.

"Project" means the hotel and related facilities to be developed and constructed by the Redeveloper as more fully on described on Exhibit 1 attached hereto and made a part hereof.

"Project Revenues" means for a calendar year an amount equal to the 6% Hotel Use Tax in effect when this agreement was executed, and that has been collected by the City of Decatur in that year from the operations of a Hampton Inn on the project site more fully described on Exhibit 1. Project revenues shall not include incremental increases in Hotel Use Tax receipts realized as a result of increase(s) in the Hotel Use Tax rate above 6%.

"Project Site" means the real property to be utilized for the Project as more fully shown on Exhibit 1 attached hereto and made a part hereof.

"Public Investment" means the rebate of Hotel Use Tax Increment actually received by the City in the manner provided in Article IV of this Agreement.

"Redevelopment Area" means 4855 E. Evergreen Ct

"Substantial Completion or Substantially Complete" means complete construction of the shell and core, with finished interiors of common areas and, as to residential areas of each building, to the point of qualification for the issuance of certificates of occupancy pursuant to codes of the City, except for minor and ancillary alterations or additional work.

ARTICLE II: DEVELOPMENT OF THE PROJECT

2.1 Development of the Project.

The Redeveloper will utilize its best efforts to develop the Project in a manner that is compatible with this Agreement and Applicable Law.

2.2 Changes in Plans.

Any substantial deviation from the Preliminary Plans will require City approval.

2.3 Final Site Plan.

No later than the submission of the Construction Plans, the Redeveloper shall submit to the City a Final Site Plan if applicable. The City shall review the Final Site Plan for the purpose of determining compliance with the Preliminary Plans, this Redevelopment Agreement and Applicable Law.

2.4 Construction Plans.

The Redeveloper shall submit to the City no later than forty-five (45) days prior to the commencement of construction the construction plans for each Phase of the Project (the "Construction Plans"). The City shall, within thirty (30) days from receipt, approve or disapprove the Construction Plans after reviewing said plans for compliance with Applicable Law, including but not limited to the life safety and zoning regulations, and conformance with the Preliminary Plans and Final Site Plan. If the City disapproves the Construction Plans, the Redeveloper shall submit revised plans within a reasonable time from the date of rejection. Upon resubmission, the City shall review and approve or disapprove such revised plans within ten (10) days of submittal. This process shall repeat until the plans are approved by the City.

2.5 Amended Construction Plans.

Prior to completion of the Project if the Redeveloper desires to make any substantial change in the Construction Plans which significantly affects the appearance, function, or structural integrity of the project, the Redeveloper shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Redevelopment Agreement, meet Applicable Law and do not create a fundamental change in the nature, size or aesthetics of the Project, the City shall approve the proposed change and notify the Redeveloper in writing of its approval. If the City disapproves of such change, it shall notify the Redeveloper in writing with specificity as to the reasons for the disapproval, in which event the Redeveloper may submit a revised change within a reasonable time thereafter. This process shall repeat until the revised plans are approved by the City or the change is abandoned by the Redeveloper. If such change is not so approved or rejected in writing within ten (10) working days of receipt of the submission to the City from the Redeveloper, such change will be deemed approved.

2.6 Commencement and Completion Requirements.

2.6.1 Commencement.

The Redeveloper shall commence construction of the Project in accordance with the redeveloper's approved plans within (90) ninety days after execution of this agreement.

2.6.2 Completion.

The Redeveloper shall Substantially Complete construction of the Project and open for business a hotel under the name "Hampton Inn" within (15) fifteen months after closing.

2.7 Certificate of Completion.

Promptly after Substantial Completion of construction of the Project upon request of the Redeveloper, the City will execute and deliver to the Redeveloper a certificate of completion. Said instrument of certification by the City shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction with respect to the obligations of the Redeveloper and its successors and assigns that the construction of the Project has been Substantially Complete in accordance with the provisions of this Agreement.

2.8 Form of Certification.

If the City refuses or fails to provide any certification in accordance with the provisions of this Agreement, the City shall, within fifteen (15) days after written request by the Redeveloper, provide the Redeveloper with a written statement describing in adequate detail applicable sections of the appropriate building, zoning or municipal codes or requirements that have not been met in accordance with the provisions of this Agreement, or is otherwise in default. Said certification as provided herein shall not be unreasonably withheld by the City and the Project shall be deemed approved if the City fails to conform to the provisions of Section 2.8 and this Section 2.9.

2.9 Quality of Construction and Conformance to Federal, State and Local Requirements.

All work with respect to the Project shall conform to Applicable Law including, but not limited to, design standards, environmental codes and life safety codes. The Redeveloper shall cause the construction of the Project to be commenced and to be prosecuted with due diligence and in good faith in accordance with the terms of this Agreement, and without delay and shall cause the Project to be constructed in a good and workmanlike manner in accordance with the Construction Plans and the Final Site Plan. If the Project is constructed in compliance with the Construction Plans as approved pursuant to Section 2.5 above, it will be deemed to be in conformance with Building Codes of the City.

2.10 Utilities.

Except as otherwise provided in this Agreement, all arrangements for utilities must be made by the Redeveloper with the applicable utility company. The City makes no representations whatsoever with respect to the adequacy or availability of utilities with respect to the Project or Project Site; however, the City, if requested by the Redeveloper, shall make reasonable efforts to assist in obtaining utility rights, approvals and permits.

2.11 Insurance.

2.11.1 Liability Insurance Prior to Completion.

Prior to commencement of construction of the Project, the Redeveloper shall procure and deliver to the City, at the Redeveloper's cost and expense, and shall maintain in full force and effect until each and every obligation of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and workmen's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than One Million (\$1,000,000) Dollars each occurrence and Five Million (\$5,000,000) Dollars total, all such policies to be in such form and issued by such companies as shall be reasonably acceptable to the City to protect City and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the Project or the improvements or the construction and improvement thereof. Each such policy shall name the City as additional insured and shall contain an affirmative statement by the issuer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy.

2.11.2 Builder's Risk Prior to Completion.

During the construction of the Project as certified by the City, the Redeveloper shall keep in force at all times builder's completed value risk insurance, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Project. Such insurance policies shall be issued by companies reasonably satisfactory to the City, and shall name the City as a additional insured. All such policies shall contain a provision that the same will not be cancelled or modified without a thirty (30) day written notice to the City.

2.12 Lien Waivers.

All contracts for construction of the Project shall provide that all contractors and subcontractors shall furnish contractor's affidavits in the form provided by state statute and that waiver of liens be required for all payments made.

2.13 Rights of Inspection.

During construction of the Project, the City or its designee shall have the right at any time and from time to time to enter upon the Project for the purposes of inspection. Inspection by the City of the Project shall not be construed as a representation by the City that there has been compliance with the Construction Plans or any building or life safety codes adopted by the City; or that the Project will be or is free of faulty materials or workmanship, or a waiver of any right the City or any other party may have against the Redeveloper or any other party for noncompliance with the Construction Plans, Preliminary Plans, building or life safety codes or any other ordinances of the City or the terms of this Agreement.

ARTICLE III: CITY OBLIGATIONS

3.1 Public Investment.

The City shall provide the Public Investment pursuant to Article IV below.

3.2 Zoning.

The Project currently has a zoning classification which will permit the use of the Project as intended by this Agreement.

3.3 Easements.

The City agrees to grant such temporary easements to the Redeveloper as deemed necessary by the City for the construction and completion of the Project

ARTICLE IV: PUBLIC INVESTMENT

4.1 Public Investment.

The City will provide a reimbursement for Project Costs to be paid from Project Revenues for each calendar year received by the City from the Project and the Project Site as set forth below:

(A) Commencing in the year following the year in which the redeveloper shall open an Hampton Inn on the project site and continuing for five (5) years after redeveloper opens such business on the property, the Redeveloper shall receive an amount equal to 50 Percent of the Project Revenues actually received by the City. Payments shall be made every four months commencing on March 15 of the year following the year in which the redeveloper shall open an Hampton Inn on the project site.

(B) The obligation for the annual reimbursement of Project Costs shall terminate five (5) years after redeveloper opens an Hampton Inn for business with total payments based upon 60 consecutive months of hotel sales activity calculated from date of opening. If Redeveloper does not open for business a hotel under the name "Hampton Inn" on the Project Site by (15) fifteen months after the execution of this agreement on the Project Site more fully described on Exhibit 1 attached hereto and by reference made a part hereof (the "Project"), then this agreement shall be terminated.

4.2 Adjustment of Public Investment.

Upon completion of the Project, the Redeveloper shall submit to the City a Final Project Cost Analysis of all costs connected with the construction of such building.

ARTICLE V: CONDITIONS PRECEDENT TO CITY OBLIGATIONS AND ONGOING BENEFITS

5.1 Conditions Precedent to Transaction.

The City's obligations under this Agreement (including, without limitation, the obligation for Public Investment) shall, for each phase of the Project, be subject to:

(a) **Insurance.** Proof that the policies of insurance of the types and coverages specified in Section 2.11 hereof have been obtained and are in force with regard to that phase.

(b) **Plans.** Approval of the Plans and construction plans for the pursuant to Article II hereof.

(c) **Construction Contracts.** Executed construction contracts covering the construction of the Project.

- (d) **Declaration of Covenants, Uses and Restrictions.** Declarations of Covenants, Uses and Restrictions in the form attached hereto as Exhibit 3 executed by the Redeveloper
- (e) **Project Financing.** Evidence of equity and/or debt financing for the Project in an amount sufficient to complete the Project as evidenced by one or more of the following
 1. A corporate debenture rating of BBB or higher by Standard & Poor's Corporation or Baa or higher by Moody's Investor Service, Inc.;
 2. A letter from a financial institution with assets of \$10,000 or more attesting to the financial strength of the developer; or
 3. Specific evidence of equity financing for not less than 10% of the total project cost.
- (f) **Approvals.** A certificate by an authorized officer of the Redeveloper that all of the approvals necessary to proceed with the Project as intended herein have been obtained including the approval of this Agreement.

ARTICLE VI: OPERATION OF THE PROJECT

6.1 **Operation and Maintenance of the Project.**

The Redeveloper for itself and its successors and assigns to the extent it retains ownership covenants that it will maintain the Project in good condition (reasonable wear and tear excepted) during the term of this Agreement. The Redeveloper shall operate the Project in a professional manner and will do all things reasonably necessary to operate the Project in substantial compliance with Applicable Law.

ARTICLE VII: REDEVELOPER COVENANTS AND RESTRICTIONS

7.1 **Project Subject to Redevelopment Agreement.**

The Redeveloper agrees to comply with the terms and conditions of this Agreement and to use its best efforts to construct the Project subject to the terms, covenants, building and use restrictions, and other conditions in this Agreement.

7.2 **Non-discrimination.**

The Redeveloper shall not discriminate in violation of any applicable federal, state or local laws or regulations upon the basis of race, color, religion, sex, age, or national origin or other applicable factors in the sale, lease or rental, or in the use or occupancy of the Project or any part thereof.

7.3 **Property Taxes.**

Redeveloper acknowledges that the City in executing this Agreement has relied upon its reasonable expectation that the construction and operation of the Project will increase the amount of real property taxes with respect to the Project and the Project Site. The Redeveloper covenants that in the event it applies for, seeks, or authorizes any exemption from the imposition of general real property taxes on the Project or Project Site, or any portion thereof, and, as a result thereof, the property taxes are not or will not be paid with respect to the Project or the Project Site, or a portion thereof, the City, no less than sixty (60) days after written notice to the Redeveloper, shall be entitled to rescind the grant of

benefits by the City to the Redeveloper pursuant to this Agreement and after such rescission the Redeveloper shall promptly reimburse the City for the cost of all the benefits granted by the City to the Redeveloper pursuant to this Agreement that have theretofore been received by the Redeveloper. Notwithstanding the above, if, within sixty (60) days following the receipt of the written notice from the City to the Redeveloper, the Redeveloper takes such action as is necessary to void such application for, attempt for, or authorization of such exemption from the imposition of general real property taxes on the Project or the Project Site, or a portion thereof, the City's right to rescind, pursuant to this provision, the grant of benefits shall be null and void and the Redeveloper shall not be obligated to convey, repay or otherwise reimburse the City for any benefits granted and received pursuant to this Agreement. Nothing herein shall be construed so as to prevent the City from enforcing any other rights it may have pursuant to this Agreement. Also, nothing herein shall be construed so as to prevent the Redeveloper from otherwise contesting the assessment or collection of any real property taxes under procedures set forth in the laws of the State of Illinois or any political subdivision thereof nor shall the Redeveloper be penalized for contesting said assessment, provided that the Redeveloper gives the City fifteen (15) days prior written notice of its intent to contest the assessment or collection of real property taxes; provided, however, that the Redeveloper covenants and agrees that nothing contained herein shall relieve the Redeveloper from complying with all laws, rules and regulations of the State of Illinois and any political subdivision thereof pertaining to the levy and collection of said general real estate taxes. This Section 7.3 shall be an obligation of the Redeveloper (or assignee of the Redeveloper or subsequent Owner of the Project or Project Site or any portion thereof, as the case may be) only during the period that the Redeveloper (or assignee of the Redeveloper or subsequent Owner of the Project or Project Site or any portion thereof, as the case may be) owns a direct or indirect interest in the Project or Project Site or any portion thereof.

7.4 Duration of Covenants.

It is intended and agreed that the covenants provided in Sections 7.1 and 7.3 of this Agreement shall remain in effect until the termination of the redevelopment plan; provided, that all such covenants shall be binding on the Redeveloper only for such period as the Redeveloper maintains a direct interest in the Project Site or the Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project Site or the Project or part thereof.

7.5 Covenants Running with the Land.

Subject to Section 7.4, it is intended and agreed that the covenants set forth in Sections 7.1 and 7.3 above shall be covenants running with the land and Sections 7.1 and 7.3 shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City. Provided, however, this Agreement is not intended to create any obligations for a bona fide purchaser of a condominium unit beyond the ownership of that unit.

7.6 Covenants Binding for the Benefit of City.

Subject to Section 7.5, it is also intended and agreed that the foregoing covenants set forth in Sections 7.1, 7.2 and 7.3 above shall in any event, and without regard to technical classification or designation as legal or otherwise, be, to the fullest extent permitted by

law and equity, binding for the benefit of the City and enforceable by the City, the State of Illinois and the United States of America as provided in Sections 7.4 and 7.5.

7.7 Forms of Covenants and Restrictions.

Certain of the covenants, uses and restrictions referred to in this Article IIX shall substantially be in the form of the Declaration of Covenants, Uses and Restrictions attached hereto and made a part hereof as Exhibit 3 which shall be executed and recorded with the Macon County Recorder of Deeds on or before the date that the Redeveloper commences construction of the Project or any phase thereof.

ARTICLE VIII: INDEMNIFICATION

8.1 Redeveloper Indemnification of the City.

So long as the Redeveloper maintains a direct interest in the Project or Project Site or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee) and notwithstanding anything to the contrary in this Agreement, the Redeveloper agrees to indemnify, defend and save the City, its officers, employees, Council members, Mayor, agents and representatives and each of their successors and assigns harmless from and against any and all claims, liabilities, demands, suits, administrative proceedings, causes of action, costs, damages, personal injuries and property damages, losses, attorneys fees and costs of litigation and other expenses, both known and unknown, present and future, at law or in equity by or on behalf of any person, firm or corporation arising from (i) the Redeveloper's operation or management of the Project, or from any work or thing done by the Redeveloper on the Project Site, or any work or activity of the Redeveloper connected to the construction of the Project; (ii) any breach or default on the part of the Redeveloper in the performance of any of its obligations, terms, conditions, representations or warranties under or in respect of this Agreement; (iii) any act of negligence or willful or wanton misconduct of the Redeveloper or any of its agents, contractors, servants or employees; (iv) any violation by the Redeveloper of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project Site or the Project; (v) any violation of Applicable Law or (vi) any violation by the Redeveloper of state or federal securities law in connection with the offer and sale of interests in the Redeveloper, its affiliates or any part of the Project. The Redeveloper agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City. It is agreed and understood that the aforesaid indemnities in this Article X shall be binding on the Redeveloper only for such period as the Redeveloper maintains a direct interest in the Project or Project Site or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project or Project Site or part thereof. Provided, notwithstanding the foregoing, the Redeveloper shall not be liable to indemnify and hold the City harmless from any portion

of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the City, its officials, agents, or employees.

8.2 City Indemnification of the Redeveloper.

To the extent not prohibited by law, the City, so long as the Redeveloper maintains a direct interest in the Project or Project Site or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), shall indemnify and hold harmless the Redeveloper and its directors, officers, employees and agents from any and all claims, damages, costs, and expenses, caused by the City of Decatur or any of its agents, contractors, officials or employees arising from: (i) any act of negligence or willful and wanton misconduct of the City or any of its agents, contractors, officials or employees; (ii) any breach or default on the part of the City in the performance of any of its obligations under or in respect of this Agreement; or (iii) any violation of Applicable Law. The City agrees to indemnify and save the Redeveloper harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. Notwithstanding the foregoing, the City of Decatur retains any and all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* In addition, neither party intends this paragraph to waive its rights to limited liability under the Illinois Worker's Compensation Act or *Kotecki* line of cases (146 Ill 2d 155, 585 NE 2d 1023 (1991)). Provided, further, notwithstanding the foregoing, the City shall not be liable to indemnify and hold the Redeveloper harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the Redeveloper, its officials, agents, or employees.

ARTICLE IX: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

9.1 Prohibition Against Transfer of Project and Project Site Prior to Completion of Construction.

The Redeveloper represents and agrees that prior to the Substantial Completion of construction of the Project as certified by the City (in accordance with Sections 2.9 and 2.10 hereof) the following prohibitions and restrictions shall apply to the transfer of the Project:

9.1.1 Prohibitions.

Except only by way of security for a mortgage, deed of trust or other facility only for the purpose of obtaining equity or debt financing necessary to enable the Redeveloper to construct the Project, the Redeveloper has not made or created, and will not, prior to the Substantial Completion of construction of the Project as certified by the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement, the Project, the Project Site or any part thereof or any interest therein, or any contract agreement to do any of the same, except for utility, support, ingress and egress and similar easements without the prior written approval of the City.

9.1.2 Conditions for Approval.

The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval pursuant to this Section 9.1, that:

- (a) Any proposed transferee shall have the qualifications and financial responsibility and capacity, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper (or, in the event the transfer is of or related to part of the Project, such obligations to the extent that they relate to such part).
- (b) Any proposed transferee, by instrument in writing reasonably satisfactory to the City and in a form recordable among the land records, shall expressly assume all of the obligations of the Redeveloper under this Agreement and agree to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event that the transfer is of or relates to part of the Project, such obligations, conditions and restrictions to the extent that they relate to such part). Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Project, or any part thereof, shall not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, agreements, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Project or the construction thereof; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of the Project or Project Site or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City of any rights or remedies or controls regarding the Project and the construction thereof that the City would have had, had there been no such transfer.
- (c) There shall be submitted to the City for review all instruments and other legal documents involved in effecting the transfer.
- (d) The Redeveloper and its transferee shall comply with such other reasonable conditions as the City may find desirable in order to achieve and safeguard the purposes of this Agreement.
- (e) The consideration payable for the transfer or assignment by the transferee or assignee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the Redeveloper of the Project (or allocable part) and the purpose of this provision is to preclude assignment of this Agreement or transfer of the Project or the Project Site (or any parts thereof) for pecuniary gain or profit prior to Substantial Completion of the Project and to provide that in the event any such assignment or transfer is made (and is not cancelled), the City shall be entitled to increase the purchase price of the Project Site to the Redeveloper by the amount that the consideration payable for the assignment or transfer is in excess of the amount that

may be authorized pursuant to this Section 9.1.2(e) and such consideration shall, to the extent it is in excess of the amount so authorized, belong to and forthwith be paid to the City at the same time as or prior to the transfer.

9.2 Transfer of Project After Completion of Construction.

After Substantial Completion of construction of the Project as certified by the City (in accordance with Sections 2.9 and 2.10 hereof), the Redeveloper (and any subsequent Owner of any part thereof) may transfer the Project (or any portion thereof) without the consent of the City upon notification to the City by instrument in writing, and in a form recordable among the land records, pursuant to which the transferee shall expressly assume with regard to the Project (or any portion thereof) all of the obligations of the Redeveloper under this Agreement and agree to be subject to all the conditions and restrictions to which the Redeveloper is subject with regard to the Project or any portion thereof. Provided, that the fact that any transferee of, or any other successor in interest whatsoever to the project or any portion thereof, shall not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, agreements, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Project or the construction thereof; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of the Project or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City of any rights or remedies or controls regarding the Project and the construction thereof that the City would have had, had there been no such transfer. No such transfer shall be deemed to transfer any rights of the Redeveloper to the reimbursements set forth under Article IV above, unless such rights are expressly set forth in the instrument of assignment.

9.3 Status of Assignee.

Any assignee of the Redeveloper prior to Substantial Completion, who is approved under the terms of 9.1 above, shall be considered the "Redeveloper" for all purposes of this Agreement as to such portion of the Project that has been assigned.

9.4 Assignment to Affiliated Entity.

Nothing herein shall be construed to prevent the Redeveloper from assigning its interest in this Agreement to an affiliated entity owned or controlled by the Redeveloper or a majority of the owners of the Redeveloper, provided that such entity has the financial capacity to perform the obligations of the Redeveloper pursuant to this Agreement (though the City may not require any more financial capacity than that possessed by the Redeveloper on the date hereof) and such entity in writing assumes such obligations and conditions in compliance with the terms and conditions set forth in Section 9.1.2(a) through (d) of this Agreement.

9.5 No Release of Redeveloper.

Any consent by the City to any total or partial transfer of the Project or the Project Site shall not be deemed a release of the Redeveloper from any of its obligations hereunder, or

from any conditions or restrictions to which the Redeveloper is subject, unless the Redeveloper is expressly released in writing by the City.

ARTICLE X: DEFAULT AND REMEDIES

10.1 Events of Default.

The following shall be events of default (the "Events of Default") with respect to this Agreement:

10.1.1 Misrepresentation.

If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by the Redeveloper or the City in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

10.1.2 Breach.

Breach by the Redeveloper or the City of any material covenant, warranty or obligation set forth in this Agreement.

10.2 Remedies Upon Default.

In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Event of Default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

In case the City or the Redeveloper shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceedings had been taken.

ARTICLE XI: TERMINATION OF AGREEMENT

11.1 Termination by the City.

The City has the right to terminate all or part of this Agreement upon thirty (30) days prior written notice to the Redeveloper as required under Section 15.2 of this Agreement, if any Event of Default by the Redeveloper is not cured within the time frame set forth in Article X above.

11.2 Termination by the Redeveloper.

The Redeveloper has the right to terminate all or part of this Agreement upon thirty (30) days prior written notice to the City as required under Section 15.2 of this Agreement

if any Event of Default by the City is not cured within the time frame set forth in Article X above.

ARTICLE XII: EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agrees that during and with respect to construction of the Project provided for in this Agreement that the following will apply:

12.1 Nondiscrimination.

The Redeveloper will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, creed, disability, age or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

12.2 Advertising.

The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

ARTICLE XIII: REPRESENTATIONS OF THE REDEVELOPER

The Redeveloper represents warrants and agrees as the basis for the undertakings on its part herein contained that:

13.1 Organization.

The Redeveloper is an Illinois Limited Liability Company and is in good standing with the State of Illinois.

13.2 Authorization.

The Redeveloper has power to enter into, and by proper action has been duly authorized to execute, deliver and perform this Agreement.

13.3 Non-Conflict or Breach.

Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Redeveloper is now a party or by which the Redeveloper is bound.

13.4 Pending Lawsuits.

To the knowledge of the Redeveloper, there are no lawsuits either pending or threatened that would materially, adversely affect the ability of the Redeveloper to proceed with the construction and development of the Project on the Project Site.

13.5 Location of Project.

The Project will be located within the Project Site.

13.6 Conformance with Requirements.

The Redeveloper represents and warrants that the Construction Plans and construction of the Project in accordance with the Construction Plans will in all respects conform to and comply with all covenants, conditions, restrictions, zoning ordinances, environmental regulations and land use regulations affecting the Project Site.

ARTICLE XIV: REPRESENTATIONS OF THE CITY

The City represents, warrants and agrees as a basis for the undertakings on its part contained herein that:

14.1 Organization and Authorization.

The City is a municipal corporation organized and existing under the laws of the state of Illinois, and has the power to enter into and by proper action has been duly authorized to execute, deliver and perform this Agreement.

14.2 Non-Conflict or Breach.

Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the City is now a party or by which the City is bound.

14.3 Pending Lawsuits.

To the knowledge of the City, there are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

ARTICLE XV: MISCELLANEOUS

15.1 Authorized Representatives.

15.1.1 Redeveloper.

By complying with the notice provisions hereof, the Redeveloper shall designate an authorized representative from time to time, who, unless applicable law requires action by the Board of Directors of the Redeveloper, shall have the power and authority to make or grant or do all things, requests, demands, approvals, consents, agreements and other actions required or described in this Agreement for and on behalf of the Redeveloper.

15.1.2 City.

By complying with the notice provisions hereof, the City shall designate an authorized representative from time to time, who shall communicate with the Redeveloper on behalf of the City. Such representative shall not have the authority to make agreements on behalf of the City.

15.2 Limited Liability to Others.

Except as otherwise expressly provided herein, the City shall not be obligated to make any payments to any person other than the Redeveloper (and its permitted assignees), nor shall the City be obligated to pay any contractor, subcontractor, mechanic, materialman providing services or materials to the Redeveloper for or in respect of the Development Project.

15.3 Binding Upon Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.

15.4 Titles of Paragraphs.

Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provision hereof.

15.5 Notices.

All notices, requests, consents, approvals, demands or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as the date of actual service, if personally served, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed to:

the City:

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

with copies to:

Assistant City Manager
for Development Services
One Gary K. Anderson Plaza
Decatur, IL 62523

and to:

Corporation Counsel
One Gary K. Anderson Plaza
Decatur, IL 62523

the Redeveloper:

Steve R Horve
EVERGREEN HOSPITALITY LLC
330 W. Marion Avenue
Forsyth, IL 62535

or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

15.7 Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of such section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

15.8 Memorandum of Agreement.

At either party's request, the parties shall execute and record a Memorandum of Agreement with respect to the Project and the Project Site in the form attached as Exhibit 4.

15.9 Further Assistance and Corrective Instruments.

The City and the Redeveloper agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto for carrying out the intention of or facilitating the performance of this Agreement.

15.10 No Joint Venture, Agency, or Partnership Created.

Neither anything in this Agreement nor any acts of the City and/or the Redeveloper under this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between them. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent, employee or attorney of the City, in his or her individual capacity, and neither the members of the Corporate Authorities nor any other official or employee of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

ARTICLE XVI: TERMS OF THE AGREEMENT

16.1 The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Redeveloper with respect to the subject matter hereof.

16.2 Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality, or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

16.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same Agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the parties hereto.

16.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

- 16.5** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against either party, regardless of which is the drafter.
- 16.6** All headings contained in this Agreement are for convenience of reference only and shall not be interpreted to expand or limit any provision hereof.
- 16.7** Each of the above said parties represents and warrants that each of the above said parties has the right and legal authority to execute this Agreement. Each of the above said parties further acknowledges and represents to one another that the representatives who execute this Agreement have the authority under the law to execute this Agreement and to bind their respective principals to the obligations under this Agreement and further, that any legal requirements conferring authority upon the representatives who execute this Agreement have been met by each of the respective parties as required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first above written.

CITY OF DECATUR
an Illinois municipal corporation

EVERGREEN HOSPITALITY LLC, an Illinois
Limited Liability Company

By: _____
Julie Moore Wolfe
Mayor of Decatur

By: _____
Steve R. Horve
Managing Member

Attest:

By: _____
Debra Bright
City Clerk

**CITY OF DECATUR/EVERGREEN HOSPITALITY LLC
REDEVELOPMENT AGREEMENT**

EXHIBITS

1. Project Description
2. Project Costs
3. Declaration of Covenants, Uses and Restrictions
4. Memorandum of Agreement

EXHIBIT 1

PROJECT DESCRIPTION

- A. GENERAL NARRATIVE DESCRIPTION OF REDEVELOPMENT PROJECT:** At 4855 E. Evergreen Ct Developer will construct at its expense a new 4 story Hampton Hotel. The existing B-3 Planned Shopping Center was amended in July 2015 to allow for retail development. The subject property, SEC 29-16-3E GRAND OAKS ESTATES ADD LT 1, is 2.61 acres and is currently unimproved.
- B. LEGAL DESCRIPTION:** Lot One (1) of Grand Oaks Estates Addition, and Addition to the City of Decatur, as per Plat recorded in Book 5000, Page 112 of the Records in the Recorder's Office of Macon County, Illinois. (Commonly known as 2225 S. Mt. Zion Road, Decatur Illinois 62521).

PIN: 09-13-29-276-019

SITE PLAN

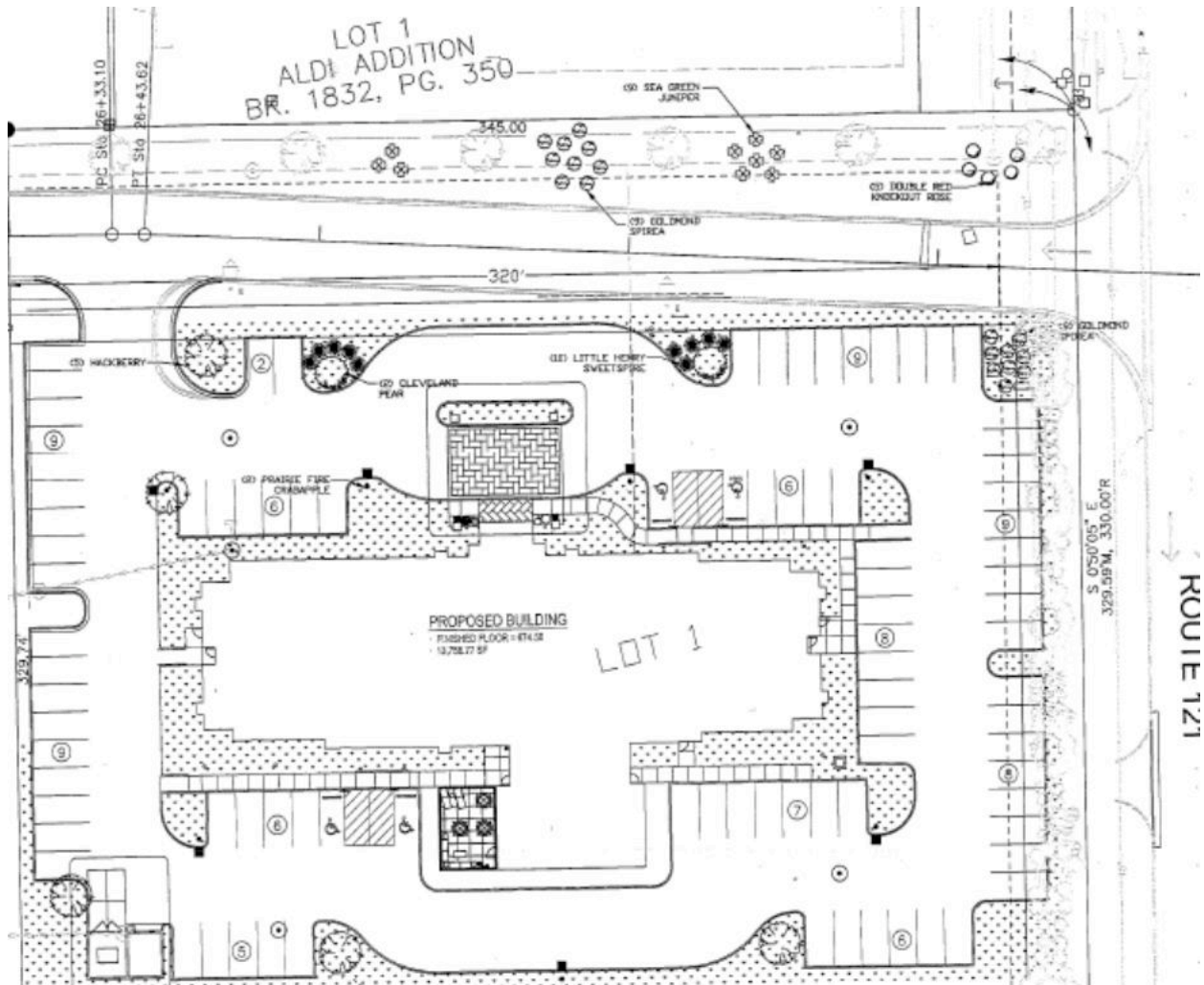


EXHIBIT 2

A. PROJECT COSTS

Land Acquisition	\$215,000
Public Improvements/Infrastructure	\$0
New Construction	\$5,426,630
Planning, Legal, Development & Architectural Fees	\$245,000
Furniture, Fixtures, Equipment & Misc	\$1,824,120
TOTAL PROJECT COSTS	\$7,764,750

B. INCENTIVES

The City will provide a reimbursement for Project Costs to be paid from Project Revenues for each calendar year received by the City from the Project and the Project Site as set forth below:

(A) Commencing in the year following the year in which the redeveloper shall open an Hampton Inn on the project site and continuing for five (5) years after redeveloper opens such business on the property, the Redeveloper shall receive an amount equal to 50 Percent of the Project Revenues actually received by the City. Payments shall be made every four months commencing on March 15 of the year following the year in which the redeveloper shall open an Hampton Inn on the project site.

(B) The obligation for the annual reimbursement of Project Costs shall terminate five (5) years after redeveloper opens an Hampton Inn for business with total payments based upon 60 consecutive months of hotel sales activity calculated from date of opening. If Redeveloper does not open for business a hotel under the name "Hampton Inn" on the Project Site by (15) fifteen months after the execution of this agreement on the Project Site more fully described on Exhibit 1 attached hereto and by reference made a part hereof (the "Project"), then this agreement shall be terminated.

Exhibit 3

Prepared By:

Billy Tyus
Assistant City Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

After recording return to:

Wendy Morthland
Corporation Counsel
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

DECLARATION OF COVENANTS, USES AND RESTRICTIONS

_____, an Illinois _____ (the "Declarant"), is the owner of certain real property located in the City of Decatur, the County of Macon, the State of Illinois, more fully described in Exhibit A attached hereto and made a part hereof (the "Project Site").

The Declarant has entered into the City of Decatur/EVERGREEN HOSPITALITY LLC Redevelopment Agreement (the "Agreement") dated as of _____, 2015, with the City of Decatur (the "City"). The Agreement provides that the Declarant shall develop a project as described in the Agreement (the "Project") on the Project Site. For the purpose of enhancing and protecting the value, the attractiveness and the desirability of the Project as developed pursuant to the terms of the Agreement; for the purpose of protecting the rights of the City pursuant to the terms of the Agreement, the Declarant hereby declares that all of the Project and Project Site and each part thereof shall be held, sold, and conveyed only subject to the following covenants, uses and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any rights, title or interest in said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The Project Site and the Project shall be subject to the Agreement.
2. The Declarant agrees that the Declarant shall not discriminate in violation of all applicable federal, state or local laws or regulations upon the basis of race, color, religion, sex, age, national origin or other applicable factors in the sale, lease or rental or in the use or occupancy of the Project Site or Project or any part thereof.

Exhibit 3

3. The Declarant covenants that it will pay all real estate taxes with respect to the Project Site or Project when due; and shall not apply for, seek, or authorize any exemption from the imposition of general real estate taxes on said Project Site or Project without first obtaining the prior written approval of the City of Decatur. Nothing herein shall be construed so to prevent Declarant from contesting the assessment or collection of any taxes under statutory procedures set forth in the Illinois Compiled Statutes; provided that the Declarant, its successors and assigns shall give the City of Decatur fifteen (15) days prior written notice of its intent to contest the assessment or collection of taxes.

GENERAL PROVISIONS

4. It is intended and agreed that the covenants provided in Sections 1 and 3 of this Declaration shall remain in effect until the termination of the Agreement; provided, that all such covenants shall be binding on the Declarant only for such period as the Declarant maintains a direct ownership interest in the Project Site or Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct ownership interest in the Project Site or Project or part thereof. The termination of the covenants in Sections 1 and 3 shall be effective upon the happening of the events described in this Section 4 without any further action by either Declarant or the City and without the recording of any release or other document.

5. Subject to Section 4 above, it is intended and agreed that the covenants set forth in Sections 1 through 3 above shall be covenants running with the land and that they shall in any event and without regard to technical classification or designation as legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City and with regard to Section 2 above, the City, the State of Illinois, and the United States of America.

6. Failure by the City or as the case may be, by the State of Illinois or the United States of America to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

7. Invalidation of any one of these covenants or restrictions by judgment or court order, shall in no way affect any other provisions, which shall remain in full force and effect.

8. Covenants and restrictions of this Declaration may be amended by the Declarant only by duly recording an instrument, executed and acknowledged by the City.

Executed at Decatur, Illinois, on the date first above written.

EVERGREEN HOSPITALITY LLC

Illinois Limited Liability Company

By: _____

Print Name: _____

Title: _____

Exhibit 3

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____, an Illinois _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such _____, and as the free and voluntary act of _____, for the uses and purposes therein set forth; and on his respective oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2015.

Notary Public

Exhibit 3
EXHIBIT A

Project Site

Lot One (1) of Grand Oaks Estates Addition, and Addition to the City of Decatur, as per Plat recorded in Book 5000, Page 112 of the Records in the Recorder's Office of Macon County, Illinois. (Commonly known as 2225 S. Mt. Zion Road, Decatur Illinois 62521).
PIN: 09-13-29-276-019

Exhibit 4

Prepared By:

Billy Tyus
Assistant City Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

After recording return to:

Wendy Morthland
Corporation Counsel
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

MEMORANDUM OF AGREEMENT

EVERGREEN HOSPITALITY LLC (the "Redeveloper") and the City of Decatur (the "City") have entered into a City of Decatur/ EVERGREEN HOSPITALITY LLC Redevelopment Agreement dated as of _____, 2015 (the "Agreement") with respect to certain real property located in the City of Decatur, the County of Macon, the State of Illinois, more fully described in Exhibit A attached hereto and made a part hereof (the "Project Site"). The Agreement provides that the Redeveloper, subject to certain terms and conditions set forth in the Agreement, shall develop a project as described in the Agreement (the "Project") on the Project Site.

Dated: _____, 2015

CITY OF DECATUR
an Illinois municipal corporation

EVERGREEN HOSPITALITY LLC an Illinois
Limited Liability Company

By: _____

By: _____
Its City Manager

Print Name: _____

Title: _____

Attest:

By: _____
Its City Clerk

Attest:

By: _____

Print Name: _____

Title: _____

Exhibit 4

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the City Manager and City Clerk, respectively, of the City of Decatur, an Illinois municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such City Manager and City Clerk, respectively, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such City Manager and City Clerk, respectively, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2015.

Notary Public

Exhibit 4

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of _____, an Illinois limited liability company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, appeared before me this day in person and severally acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such _____ and _____, and as the free and voluntary act of _____, for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2015.

Notary Public

Exhibit 4
EXHIBIT A

Project Site

Lot One (1) of Grand Oaks Estates Addition, and Addition to the City of Decatur, as per Plat recorded in Book 5000, Page 112 of the Records in the Recorder's Office of Macon County, Illinois. (Commonly known as 2225 S. Mt. Zion Road, Decatur Illinois 62521).

PIN: 09-13-29-276-019

Public Works

DATE: 10/14/2015

MEMO: 2015-39

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Timothy Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

PRIOR COUNCIL ACTION: September 21, 2015 - The City Council approved Ordinance 2015-49 Amending Ordinance 2015-12 to expand the area to be included in the Groundwater Ordinance prohibiting the use of groundwater as a potable water supply for the former Clark Oil site located at 1251 North Hill Avenue. April 6, 2015 - The City Council authorized Ordinance 2015-12 to address ground water contamination for the former Clark Oil site located at 1251 North Hill Avenue. Prior Council Action on Ground Water Ordinances: Since 2002, the City Council has authorized 21 groundwater ordinances at various locations in the City.

BACKGROUND:

Amended Ground Water Ordinance:

On April 6, 2015, the City Council authorized a groundwater ordinance at the request of Fehr Graham Engineering & Environmental, who represents the owner of the former Clark Oil station located at 1251 North Hill Avenue regarding their remediation efforts resulting from chemicals that have infiltrated into the ground from leaking petroleum tanks at the site for many years. Once a ground water ordinance is approved by the City, the property owner submits it to the Illinois Environmental Protection Agency (IEPA) for final approval. The IEPA rejected the proposed ordinance, requiring that the boundary follow whole property lines whereas Fehr Graham's initial submittal split some properties.

When the revised ordinance was brought before Council on September 21, 2015, reference to Exhibit B was inadvertently omitted. Exhibit B is the map that identifies the area covered by the ordinance, and is required, to meet the Illinois Environmental Protection Agency's requirements. The action proposed herein is to repeal the earlier ordinances and approve a new ground water use ordinance for the former Clark Oil Station at 1251 North Hill Avenue.

The Purpose of Ground Water Ordinances:

A Ground Water Ordinance is a tool used by the Illinois Environmental Protection Agency (IEPA) to remediate properties where soil and ground water under the site have been contaminated by chemicals. The Ordinance prohibits the use of groundwater as a potable water supply for the area identified on Exhibit A as having the maximum potential for ground

water contamination from petroleum that was released from the site over the years.

The major benefit of a ground water ordinance is that it serves to keep contaminated water isolated underground and not allow it to be used for human consumption. The ground water use prohibition area is served by the City's public water supply so the prohibition will not create a hardship for area residents or businesses.

Water well information is normally gathered through the use of the Source Water Assessment Program (SWAP) database. This database is maintained by the Illinois Environmental Protection Agency (IEPA) and is a compilation of data from the Illinois State Geologic Survey, the Illinois State Water Survey, the Illinois Department of Public Health, and the IEPA. The water well survey of the area was completed using the IEPA's SWAP database.

The database shows no wells existing within the proposed ground water ordinance area. City water serves the area so future wells will not be needed.

The City maintains the location of ground water use restriction areas on its geographic information system (GIS). This information is shared with the Macon County Health Department which is the agency in the County that permits well installation. Frequently asked questions are attached hereto as Appendix A for the information of the City Council.

POTENTIAL OBJECTIONS: There are no known objections to this ordinance.

INPUT FROM OTHER SOURCES:

Fehr Graham Engineering & Environmental

STAFF REFERENCE: Richard Marley, Public Works Director and Matt Newell, City Engineer. Richard Marley will be in attendance at the City Council meeting to answer any questions of the Council on this item. This memorandum was prepared by Matthew C. Newell, P.E., City Engineer.

BUDGET/TIME IMPLICATIONS: Budget and staff time is negligible for this action.

COPY: Fehr Graham Engineering & Environmental

ATTACHMENTS:

Description	Type
ORDINANCE	Ordinance
Appendix A Frequently Asked Questions	Backup Material
Exhibits A & B	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Bright, Debbie	Approved	10/15/2015 - 11:43 AM

ORDINANCE NO. _____

**ORDINANCE PROHIBITING THE USE OF GROUNDWATER
AS A POTABLE WATER SUPPLY BY THE
INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS
OR BY ANY OTHER METHOD
WITHIN A CERTAIN AREA IN THE CITY OF DECATUR**

WHEREAS, certain property within the City of Decatur, Illinois (the "City") located at 1251 North Hill Avenue, has been used over a period of time for commercial or industrial purposes; and,

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the City may exceed Class 1 groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and,

WHEREAS, the City of Decatur desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are at or around the source of said chemical constituents.

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

Section 1. Except for such uses or methods in existence before the effective date of this ordinance, the use or attempt to use groundwater as a potable water supply from within the area described in Exhibit A, and depicted on Exhibit B, attached hereto and made a part of this Ordinance, by the installation or drilling of wells or by any other method is hereby prohibited. This prohibition expressly includes the City of Decatur.

Section 2. Any person violating the provisions of this ordinance shall be subject to a fine of up to Five Hundred Dollars (\$500.00) for each violation.

Section 3. The following terms shall have the definitions set forth below:

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

"Potable Water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section 4. That all Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed by this Ordinance insofar as they are in conflict with this Ordinance.

Section 5. That if any provision of this Ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the Ordinance as a whole or of any portion not adjudged invalid.

Section 6. That this Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Section 7. That Ordinance 2015-12, passed by the City Council of the City of Decatur, Illinois, on April 6, 2015, and Ordinance 2015-49, passed by the City Council of the City of Decatur, Illinois, on September 21, 2015, be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED BY THE CITY COUNCIL
OF THE CITY OF DECATUR, ILLINOIS this 19th day of October, 2015.

This ____ day of _____, 2015

JULIE MOORE WOLFE, MAYOR

Attest:

Debra G. Bright, City Clerk

Appendix A
Frequently Asked Questions
About
Tiered Approach to Corrective Action Objectives (TACO)
-
Ground Water Ordinances
(Revised July 30, 2013)

Background: The soil under many existing and former service stations is often contaminated with gasoline or the various chemical components of gasoline. The original source of the soil contamination may be from leaking underground storage tanks or from spills that may have occurred over time. Contamination may have spread into the soil under other properties including adjacent highways or streets. The Illinois Pollution Control Board has established rules for correcting or managing the soil contamination both on the service station site and on the adjacent public streets. These rules often result the implementation of a Ground Water Ordinance along with other options.

1. What is a TACO Agreement?

A Tiered Approach to Corrective Action Objectives or “TACO” is a method used by the Illinois Environmental Protection Agency (IEPA) for developing remediation objectives for contaminated soil and groundwater resulting from leaking underground storage tanks. These remediation objectives generally take the form of Highway Authority Agreements or Ground Water Ordinances. They protect human health and take into account site conditions and land use. Remediation objectives generated by TACO agreements are risk-based and site-specific.

2. Does the City currently enter into Highway Authority Agreements?

Over the past several years, the IEPA has modified the required language in its Highway Authority Agreements. A major change was to increase the City’s responsibility and liability over contamination that may enter its right of way from adjacent properties. Although supplemental agreements may be enacted to place requirements on the owner of the contaminated property, through the Highway Authority Agreement as currently written, the IEPA may still require the City to bear the ultimate liability for contamination in its right of way. At this time, City staff is recommending against entering into Highway Authority Agreements.

3. How can TACO help property owners?

Previously, the IEPA used conservative "one-size-fits-all" remediation objectives at nearly every site. Baseline remediation objectives still exist, but other practical options also protective of human health have been added. TACO agreements provide flexibility to site owners and operators in developing site-specific remediation objectives. It's now the site owners and operators who decide how best to manage their sites within TACO guidelines. However, this determination of site-specific remediation objectives is subject to IEPA approval and also the approval of the owners of any affected properties.

4. What is the City's Obligation under a Ground Water Ordinance?

In order to protect public health, the City must prohibit new drinking water wells from tapping into groundwater within an area determined by the IEPA following an in depth ground water review by an engineer. Normally the IEPA's rules do not require existing wells to be closed unless they have become contaminated. Since the City has a public water supply, this prohibition is not usually a hardship.

5. What benefit does the City of Decatur gain by enacting a Ground Water Ordinance?

1. Public health is protected by prohibiting the use of ground water from contaminated sites.
2. Redevelopment of "Brownfield" sites is facilitated, thereby returning them to productive use.
3. By exercising choices provided by TACO rules, site owners and operators may reduce remediation costs, return more sites to productive use, hasten property redevelopment, and still fully comply with environmental laws and regulations.

6. Can the City establish rules more strict than those imposed by the IEPA?

The City is generally able to establish rules that are equal to or greater than those established by the IEPA. The legality of additional rules will likely vary depending on the desired measure and should in each circumstance be addressed by the Corporation Counsel. The Ground Water Ordinance used by the City is a "typical" document required by the IEPA. The City is able to add conditions and requirements through separate agreements such as removal of some or all contaminated soil, the payment of fees, liability indemnification, etc.

7. Is the owner of the contamination source obligated to address the contamination issue?

Yes, the IEPA requires all contamination sources be addressed and remediated in some fashion. Remediation options range from the total removal of the contaminated material to isolating it or to requiring no action at all. The IEPA requires that the issue be addressed and resolved before any development or redevelopment of the property. Until the IEPA signs off on the remediation plan proposed by a property owner, the property is essentially in limbo and of no realistic value.

8. Can the City force the owners of a contamination source to clean up the right of way and remove all contaminated soil?

The owner of a leaking underground gas tank or other contamination source is obligated by the IEPA to remediate the contamination which can include removal. In the past it has been successfully argued that removal of contaminated material from the right of way is impractical. It may require a significant amount of legal effort and cost to force the removal of all contaminated material from the right of way due to the significant costs involved. The courts would likely make the ultimate determination as to whether it is practical or not to complete such a removal effort.

9. If the City can require the owner of a contamination source to clean it up, why not do so and clean up the right of way?

There are several reasons not to force the removal of all contamination from the City's right of way:

1. In some cases, the contamination may not have actually encroached into the right of way but it may be projected by a computer model to be "likely" to enter the right of way by ground water migration in the coming years.
2. The IEPA has determined that in many cases, contaminated soils are sufficiently isolated within the right of way that they do not pose a significant threat to human health or the environment which renders full removal unnecessary.
3. In the past, removal of contaminated soil from the right of way has been considered to be impractical. It may require significant legal expense to force removal.
4. Removing contaminated soil from the right of way can be a great expense to the owner of the contamination source and the Leaking Underground Storage Tank Fund (LUST), a significant disruption to the public with the removal of potentially vast amounts of roadway and associated utilities. There is the potential of great expense for relatively little gain.

10. What are the penalties for future occurrences?

Generally, the IEPA levies no penalties if the spill is cleaned up. If a timely cleanup does not occur the penalties can be stiff with fines of up to \$10,000 per day since the violation began.

11. How is a ground water ordinance enforced? How do property owners know that they cannot drill potable water wells areas covered by a Ground Water Ordinance?

Enforcement is a difficult issue and one that the IEPA does not directly address. With the vast majority of Decatur being served by its municipal water system, potable water wells are not common in the City although they are present at various locations. The City is not involved with licensing or permitting potable water well installation.

The Macon County Health Department authorizes all potable water wells that are installed in Macon County. Section I of the Macon County Water Well Permit and Water Supply Ordinance states:

"In those locations where a public water supply is reasonably available, that supply shall be the sole source of water for drinking and culinary purposes."

The Health Department will contact the City with any requests for potable water wells within City limits; such requests are very rare due to the availability of the City's public water supply. The City shows the Ground Water Ordinance areas on its Geographic Information System (GIS) in order to identify and track the areas.

The Health Department is concerned that wells are occasionally installed without proper permits. The City's Ground Water Use Ordinance specifies a \$500 per violation fine for any potable water wells drilled in a prohibited area. As the number of Ground Water Ordinances enacted by the City increases it becomes increasingly desirable, from an enforcement standpoint, to enact an ordinance prohibiting any new potable water wells within the City limits. This is a topic for further review.

12. Is the contamination source removed? How much of the contaminated soil is removed?

The starting point of a remediation process is the removal of the source of contamination. The source is not always a leaking storage tank but may include leaking pipes or an accumulation of spills over time.

When a spill or a leak occurs, the soil around the leak becomes saturated with gasoline or oil. This is called the “soil saturation limit” when the soil is not simply damp with gasoline but is suspended in the liquid similar to a very wet mud. The saturated area is a source of contamination that is normally removed along with the leaking tank or as part of the cleanup process. The area that is not saturated but does have some of the gas absorbed into it is normally allowed to remain with a barrier placed over it to keep it from coming into contact with people. This barrier may be pavement, a Ground Water Ordinance, a Highway Authority Agreement or some other form of remediation.

13. Why doesn't the City implement a City-wide ground water use ordinance?

In the past, the City has explored implementing a city-wide ground water use ordinance. At the time, concerns were raised regarding areas in the City that are not served by City water. A city-wide ground water use ordinance would prohibit new drinking water wells from tapping into groundwater anywhere within the City limits. There are numerous locations within the corporate limits that are not served by City water. A ground water use ordinance would not require existing wells to be closed unless they have become contaminated but if problems arose with the well or it becomes dry, a new well could not be installed within the city limits. It was determined that a sizeable number of City properties without close access to City water would be adversely affected and it was therefore determined not to proceed with the city-wide ordinance.

EXHIBIT A

Revised: August 12, 2015

Remediation Site Legal Description Decatur, Illinois

Part of Section 9, Township 16 North, Range 2 East of the Third Principal Meridian, located in the City of Decatur, County of Macon and State of Illinois, bounded and described as follows; Beginning at the intersection with the centerline of Illinois Highway 48 and the centerline of West Center Street, as both are now laid out and used, thence South along the centerline of said Illinois Highway 48 to the intersection with the centerline of said Illinois Highway 48 and the centerline of North Oakland Avenue; thence South along the centerline of said North Oakland Avenue to the Easterly extension of the South line of West Leafland Avenue; thence West, along said Easterly extension and along the South line of said West Leafland Avenue to the centerline of North Wilder Avenue; thence North along the centerline of said North Wilder Avenue to the centerline of said West Leafland Avenue; thence West along the centerline of said West Leafland Avenue to the centerline of North Fairview Avenue; thence North along the centerline of said North Fairview Avenue to the Westerly extension of the North line of Lot 96 as designated upon Pritchett's Subdivision; thence Easterly along said line and along the North line of said Lot 96 to the Northeast corner thereof; thence North along the West line of Lot 88 in said Pritchett's Subdivision to the Northwest corner of said Lot 88; thence East along the North line of said Lot 88 to the Northeast corner thereof; thence South along the East line of said Lot 88 to the Westerly extension of the North line of Lot 64 in said Pritchett's Subdivision; thence East along said line and along the North line of said Lot 64 and along the North line of Lot 57 in said Pritchett's Subdivision to the Northeast corner of said Lot 57; thence South along the East line of said Lot 57 to the Westerly extension of the North line of Lot J in said Pritchett's subdivision; thence East along said line and along the North line of said Lot J to the Northeast corner thereof; thence North along the West line of Lot H in said Pritchett's Subdivision to the Northwest corner of said Lot H; thence East along the North line of said Lot H to the Northeast corner thereof; thence South along the East line of said Lot H, to the Westerly extension of the South line of Lot E in said Pritchett's Subdivision; thence East along said line and along the South line of said Lot E and along the South line of Lot B in said Pritchett's Subdivision, to the Southeast corner of said Lot B; thence on a direct line to the point of beginning being the intersection of the centerline of Illinois Highway 48 and the centerline of West Center Street; situated in the City of Decatur, the County of Macon and the State of Illinois.

EXHIBIT A

Parcels

Parcel ID No.	PIN	PARCEL ADDRESS	Parcel ID No.	PIN	PARCEL ADDRESS
1	12-09-280-007	1412 N FAIRVIEW AVE DECATUR, IL 62526	28	12-09-284-004	1270 W GRAND AVE DECATUR, IL 62522
2	12-09-280-017	1417 N WILSON AVE DECATUR, IL 62526	29	12-09-284-003	1290 W GRAND AVE DECATUR, IL 62522
3	12-09-280-008	1408 N FAIRVIEW AVE DECATUR, IL 62526	30	12-09-426-001	1260 N FAIRVIEW AVE DECATUR, IL 62522
4	12-09-280-018	1415 N WILSON AVE DECATUR, IL 62526	31	12-09-426-002	1285 W GRAND AVE DECATUR, IL 62522
5	12-09-280-009	1406 N FAIRVIEW AVE DECATUR, IL 62526	32	12-09-426-003	1275 W GRAND AVE DECATUR, IL 62522
6	12-09-280-019	1409 N WILSON AVE DECATUR, IL 62526	33	12-09-426-004	1265 W GRAND AVE DECATUR, IL 62522
7	12-09-280-010	1404 N FAIRVIEW AVE DECATUR, IL 62526	34	12-09-426-005	1255 W GRAND AVE DECATUR, IL 62522
8	12-09-280-020	1405 N WILSON AVE DECATUR, IL 62526	35	12-09-426-006	1242 N FAIRVIEW AVE DECATUR, IL 62522
9	12-09-281-007	1414 N WILSON AVE DECATUR, IL 62526	36	12-09-426-011	1255 N WILDER AVE DECATUR, IL 62522
10	12-09-281-017	1401 N UNIVERSITY AVE DECATUR, IL 62526	37	12-09-426-012	1245 N WILDER AVE DECATUR, IL 62522
11	12-09-281-008	1412 N WILSON AVE DECATUR, IL 62526	38	12-09-426-007	1228 N FAIRVIEW AVE DECATUR, IL 62522
12	12-09-281-018	1399 N UNIVERSITY AVE DECATUR, IL 62526	39	12-09-426-013	1235 N WILDER AVE DECATUR, IL 62522
13	12-09-281-009	(no assigned address) DECATUR, IL 62526	40	12-09-426-009	1216 N FAIRVIEW AVE DECATUR, IL 62522
14	12-09-281-019	1381 N UNIVERSITY AVE DECATUR, IL 62526	41	12-09-426-014	1225 N WILDER AVE DECATUR, IL 62522
15	12-09-281-010	1400 N WILSON AVE DECATUR, IL 62526	42	12-09-426-015	1215 N WILDER AVE DECATUR, IL 62522
16	12-09-281-020	1373 N UNIVERSITY AVE DECATUR, IL 62526	43	12-09-426-010	1208 N FAIRVIEW AVE DECATUR, IL 62522
17	12-09-282-008	1404 N UNIVERSITY AVE DECATUR, IL 62526	44	12-09-426-016	1205 N WILDER AVE DECATUR, IL 62522
18	12-09-282-016	1401 N ELLEN AVE DECATUR, IL 62526	45	12-09-427-001	1245 W GRAND AVE DECATUR, IL 62522
19	12-09-282-009	1386 N UNIVERSITY AVE DECATUR, IL 62526	46	12-09-427-002	1235 W GRAND AVE DECATUR, IL 62522
20	12-09-284-013	1355 N ROUTE 48 DECATUR, IL 62526	47	12-09-427-003	1225 W GRAND AVE DECATUR, IL 62522
21	12-09-284-014	1355 N ROUTE 48 DECATUR, IL 62526	48	12-09-427-004	1221 W GRAND AVE DECATUR, IL 62522
22	12-09-285-001	1321 N OAKLAND AVE DECATUR, IL 62526	49	12-09-427-005	1211 W GRAND AVE DECATUR, IL 62522
23	12-09-284-010	1311 N STATE RT 48 DECATUR, IL 62522	50	12-09-427-006	1289 N UNIVERSITY AVE DECATUR, IL 62522
24	12-09-284-009	1311 N STATE RT 48 DECATUR, IL 62522	51	12-09-427-007	1215 N STATE ROUTE 48 DECATUR, IL 62522
25	12-09-284-012	1222 W GRAND AVE DECATUR, IL 62526	52	12-09-432-001	1155/1157 N STATE ROUTE 48 DECATUR, IL 62526
26	12-09-284-001	1390 N FAIRVIEW AVE DECATUR, IL 62526	53	12-09-428-001	1185 W GRAND AVE DECATUR, IL 62522
27	12-09-284-011	1224 W GRAND AVE DECATUR, IL 62526	54	12-09-430-012	1175 W GRAND DECATUR, IL 62522

Right of Ways

The West half of Illinois Highway 48 from the centerline of West Center Street to the centerline of North Oakland Avenue and all of Illinois Highway 48 from the centerline of North Oakland Avenue to the South line of West Leafland Avenue.

The West half of North Oakland Avenue from the Easterly line of Illinois Highway 48 to the South line of West Leafland Avenue.

All of West Grand Avenue from the centerline of North Oakland Avenue to the centerline of North Fairview Avenue.

All of West Leafland Avenue from the centerline of North Oakland Avenue to the centerline of North Wilder Avenue and the North half of West Leafland Avenue from the centerline of Wilder Avenue to the centerline of North Fairview Avenue.

All of North University Avenue from the South line of West Grand Avenue to the South line of West Leafland Avenue.

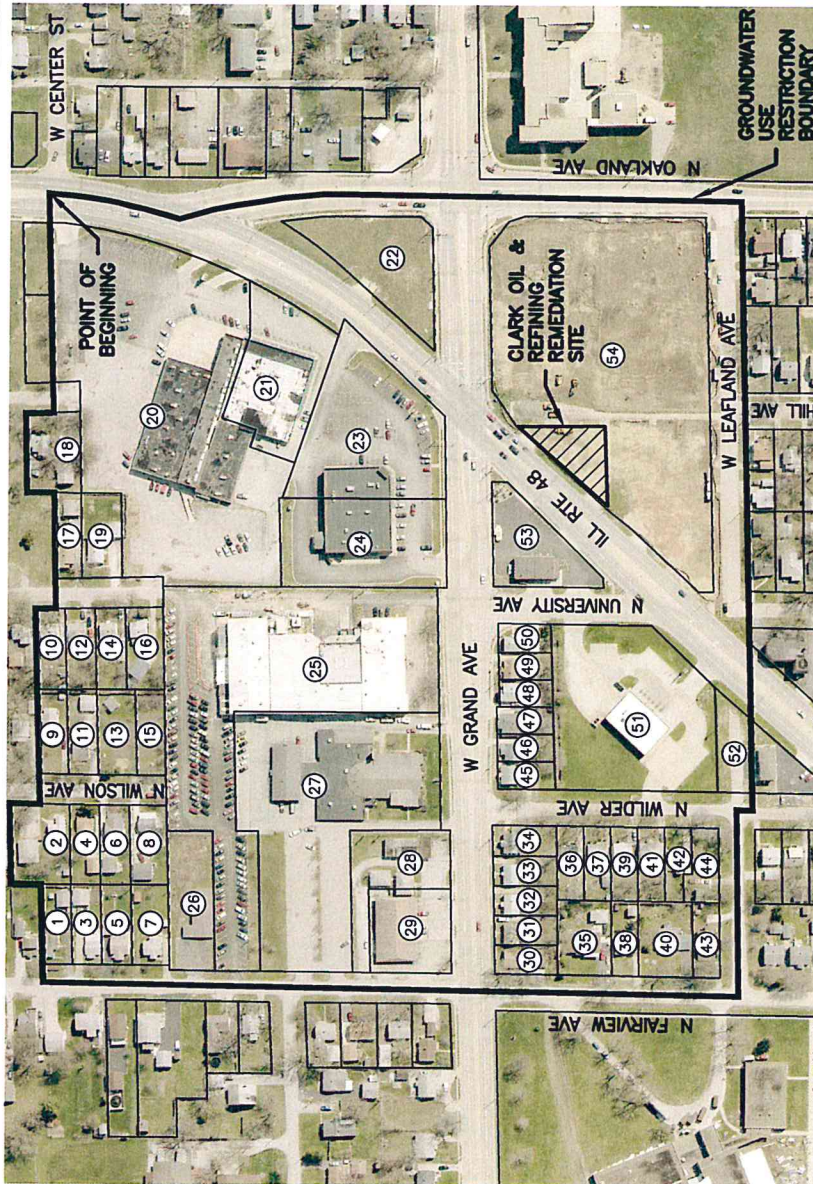
All of North Wilder Avenue from the South line of West Grand Avenue to the centerline of West Leafland Avenue.

The East half of North Fairview Avenue from the centerline of West Leafland Avenue to the Westerly extension of the centerline of West Center Street.

All of North Wilson Avenue from the Westerly extension of the centerline of West Center Street to the South line of said Pritchetts Subdivision.

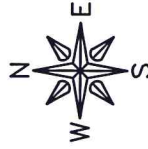
All of North University Avenue from the Westerly extension of the centerline of West Center Street to the Easterly extension of the South line of Lot 60 of Pritchetts Subdivision.

All of Ellen Avenue from the Westerly extension of the centerline of West Center Street to the Easterly extension of the South line of Lot 1 of Pritchetts Subdivision.



LEGEND

PARCEL ID NUMBER.
(SEE EXHIBIT A)



200 0 200 FEET
GRAPHIC SCALE IN FEET

EXHIBIT B
GROUNDWATER USE RESTRICTION
ORDINANCE MAP
CLARK OIL & REFINING
1251 N. HILL AVENUE
DECATUR, ILLINOIS 62522

08/14/15

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

ILLINOIS STATE PROFESSIONAL ENGINEERING NO. 184-000005
© 2014 FEHR GRAHAM

C:\CD\12\12-139P_A06A\ExhibitB\12-139P_A06A_Boundings_Layout.dwg
PLOT DATE: 8/14/15

Development Services

DATE: 10/14/2015

MEMO: 15-40

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Billy Tyus, Asst. City Manager for Development Services
Susan M. Stickle, Senior Planner

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance
Site Plans	Ordinance
Supporting Documentation	Backup Material
Petition	Backup Material
Petition Continued	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Bright, Debbie	Approved	10/15/2015 - 11:47 AM

DEVELOPMENT SERVICES MEMORANDUM
No. 15-40

October 14, 2015

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Suzan M. Stickle, Senior Planner

SUBJECT: Rezone 125 West Ash Avenue, 112, 130 and 156 West Oak Lane and 4173 and 4183 North Water Street from R-1 Single Family Residence District, R-2 Single Family Residence District, R-3 Single Family Residence District and R-5 Two-Family Residence District to PD Planned Development District

SUMMARY RECOMMENDATION: Staff recommends approval of the rezoning to PD Planned Development District with the following conditions:

1. A pavement design for Oak Lane will need to be submitted and approved. The pavement design shall follow Illinois Department of Transportation pavement design standards.
2. The approach onto Oak Lane shall be modified to accommodate truck turning movements to the satisfaction of the Illinois Department of Transportation.
3. An agreement must be in place, prior to a formal site plan being approved allowing construction, requiring the developer to make improvements to the intersections of Ash Avenue with Water Street and Ash Avenue with Huston Hills Road that are deemed necessary if traffic generated hinders the operation of the intersection of Ash Avenue with Water Street.
4. The six (6) parking spaces located along the north side of the building shall be marked with signs that clearly delineate these spaces as "employees only".
5. A one (1) lot subdivision plat will be required to be submitted, approved and recorded prior to a formal site plan being approved.
6. Dwarf variety of shrubs must be installed at the required 24 inches in height or spread.
7. The only permitted use for this Planned Development is a grocery store.
8. Final site, landscaping and lighting plans shall be submitted to and approved by the Department of Planning and Building Services, Public Works Department and the Fire Department prior to building permits being released.

The City Plan Commission voted 5-2 to recommend approval of this petition at the September 3, 2015 meeting; the minutes of the meeting are attached.

BACKGROUND: The subject site has a five (5) single family residential structures and four (4) accessory structures on approximately 1.88 acres. The property is located at the Southwest corner of West Ash Avenue and North Water Street.

The petitioner proposes to rezone from R-1 Single Family Residence District, R-2 Single Family Residence District, R-3 Single Family Residence District, and R-5 Two Family Residence District to PD Planned Development District in order to construct an Aldi grocery store. With a PD, the only use on site would be for that of a grocery store designed as approved by Council and any changes would have to be re-considered by the Plan Commission and the City Council.

The petitioner proposes to construct a 17,825 square foot grocery store with 86 parking spaces.

The store will be accessed by customers on the north side of the development along West Ash Avenue. The striping plan for the turn lane on West Ash Avenue was still in the development stages at the time of the Plan Commission meeting and is now substantially complete, however, final approval will not occur until the time of formal site plan review. Deliveries to the store will be made at the loading dock located on the south side of the structure and will access the development from West Oak Lane. Delivery drivers are to access West Oak Lane from South bound North Water Street and leave the development going Eastbound on West Oak Lane then continuing South on North Water Street.

Landscaping meeting the requirements of the Zoning Ordinance is proposed for the frontage and parking as well as the required buffer yard along the west side of the development.

Two (2) freestanding signs have been proposed for the development. One (1) is to be located along West Ash Avenue on the east side of the entrance to the development, the second sign is to be located at the Southwest corner of West Ash Avenue and North Water Street. The proposed signs will be 30 feet in height with an area of approximately 91 square feet.

The building material of the façade for the proposed Aldi grocery store will consist mainly of masonry.

The petitioner will be required to provide a one (1) lot subdivision plat to the City for review and approval and the formal site plan will not be approved until the plat has been approved by the City and recorded with Macon County.

The City of Decatur Zoning Ordinance provides standards for reviewing applications for planned developments. An analysis of the review standards are discussed herein:

1. *Compatibility with the character of the surrounding neighborhood and general area.*
The proposed development is compatible with the character of the adjacent area to the east. The site is located on a major corridor in the City and is across from a large, well-established commercial development.
2. *Effect on area.* The proposed development will increase traffic to the area when changing from a single family residential use to a grocery store use, however, a traffic impact study was conducted and the development has been designed to meet the needs of

the area based on the recommendations of that study. Additionally, an agreement will be required to be in place prior to the approval of a site plan allowing for construction requiring improvements to the intersections of Ash Avenue with Water Street and Ash Avenue with Huston Hills Road that are deemed necessary if traffic generated hinders the operation of the intersection of Ash Avenue with Water Street.

3. *Design and amenities.* The proposed development is designed to meet the standards of landscaping as required by the Zoning Ordinance including alternative compliance. The façade of the proposed Aldi grocery store will consist mainly of masonry and it is our understanding that the design is of the new Aldi prototype, not older stores.
4. *Consistency with comprehensive plan.* The 2009 Comprehensive Plan defines the area as being Residential Low Density, however, actual future land uses are sometimes decidedly different than what is defined in the plan based in part on ever-changing development patterns. As an example, the land that currently encompasses the new Midwest Inland Port Intermodal Ramp was defined by the Comprehensive Plan as being Open Space, Retail and Residential-Low Density, however, today's highest and best use was determined to be industrial.
5. *Traffic capacity.* The City received a traffic study performed by KLOA consultants which has been reviewed. According to the traffic study, the intersections of Ash Avenue with Water Street and Ash Avenue with Huston Hills Road currently have adequate capacity to accommodate the traffic generated by the Aldi store. According to the Long Range Transportation Plan (LRTP) 2040, as of 2010 North Water Street is approaching capacity near the intersection with Ash Avenue. It is projected that by 2040 it will be at capacity assuming no transportation and/or roadway improvements.
6. *Adequacy of utilities.* Proposed utilities and infrastructure will be adequate to serve the proposed land use.
7. *Integration.* The proposed development will be developed in accordance with an overall design plan.
8. *Adequacy of parking facilities.* The required number of parking spaces is 91 and 86 spaces have been provided on site and staff is of the opinion that there is adequate parking to meet the needs of the use. The parking lot has reduced front yard setbacks along West Ash Avenue, North Water Street (US 51) and West Oak Lane, the petitioner is utilizing alternative compliance to have the reduced front yard setbacks for the parking lot. The petitioner has provided the required 120% of landscaping points to allow for the reduced setbacks.

POTENTIAL OBJECTION: There were numerous known objectors at the Plan Commission Meeting.

INPUT FROM OTHER SOURCES: The petition has been reviewed by the City's Technical Review Committee; Planning, Engineering and Fire.

STAFF REFERENCE: Any additional questions may be forwarded to Billy Tyus at 217-424-2727 (btyus@decaturil.gov) or Suzan M. Stickle at 424-2786 or at sstickle@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY
R-1 SINGLE FAMILY RESIDENCE DISTRICT,
R-2 SINGLE FAMILY RESIDENCE DISTRICT,
R-3 SINGLE FAMILY RESIDENCE DISTRICT,
R-5 TWO-FAMILY RESIDENCE DISTRICT TO
PD PLANNED DEVELOPMENT DISTRICT
- 125 WEST ASH AVENUE, 112, 130, and 156 WEST OAK LANE-
-4173 and 4183 NORTH WATER STREET -**

WHEREAS, on the 3rd day of September, 2015, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of CC Consulting Group, LLC, to rezone premises legally described as:

Lot One (1) of Mayflower Addition to the City of Decatur, as per Plat recorded in Book 536, Page 272 of the Records in the Recorder's Office of Macon County, Illinois, Except that part deeded to the State of Illinois in Warranty Deed recorded in Book 1699, Page 244 as Document No. 897628 and Except that part deeded to the City of Decatur in Warranty Deed recorded in Book 1817, Page 664 as Document No. 965165. Situated in Macon County, Illinois.

AND

Lot Two (2) of Mayflower Addition to the City of Decatur, as per Plat recorded in Book 536, Page 272 of the Records in the Recorder's Office of Macon County, Illinois, Except beginning at the Southeast corner of said Lot 2; thence measure South 88°22'06" West along the South line of said Lot 2 for 20.41 feet; thence North 06°44'10" West for 86.24 feet to the North line of said Lot 2; thence North 88°28'55" East for 30.19 feet to the North line of said Lot 2; thence South 0°13'25" East along the East line of said Lot 2 for 85.86 feet to the place of beginning. Situated in Macon County, Illinois.

AND

Lot Three (3) of Mayflower Addition to the City of Decatur, as per Plat recorded in Book 536, Page 272 of the Records in the Recorder's Office of Macon County, Illinois, Except that part deeded to the State of Illinois for highway purposes by deed recorded in Book 1711, Page 360 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

AND

The South Half of Lot Four (4) of Mayflower Addition to the City of Decatur, as per Plat recorded in Book 536, Page 272 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois; and,

from R-1 Single Family Residence District, R-2 Single Family Residence District, R-3 Single Family Residence District and R-5 Two-Family Residence District to PD Planned Development District; and,

WHEREAS, the Decatur City Plan Commission did report its findings and did recommend that said Planned Development District as requested be authorized.

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

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

Section 2. That upon compliance with the conditions described herein, and in the site plan attached hereto and hereby made a part hereof as Exhibit A, said herein described premises be, and they are hereby, rezoned from R-1 Single Family Residence District, R-2 Single Family Residence District, R-3 Single Family Residence District and R-5 Two-Family Residence District to PD Planned Development District.

1. A pavement design for Oak Lane will need to be submitted and approved. The pavement design shall follow Illinois Department of Transportation pavement design standards.
2. The approach onto Oak Lane shall be modified to accommodate truck turning movements to the satisfaction of the Illinois Department of Transportation.
3. An agreement must be in place, prior to a formal site plan being approved, requiring the developer to make improvements to the intersections of Ash Avenue with Water Street and Ash Avenue with Huston Hills Road that are deemed necessary if traffic generated by the Aldi store hinders the operation of the intersection of Ash Avenue with Water Street.
4. The six (6) parking spaces located along the north side of the building shall be marked with signs that clearly delineate these spaces as "employees only".
5. A one (1) lot subdivision plat will be required to be submitted, approved and recorded prior to a formal site plan being approved.

6. Dwarf variety of shrubs must be installed at the required 24 inches in height or spread.
7. The only permitted use for this Planned Development is a grocery store.
8. Final site, landscaping and lighting plans shall be submitted to and approved by the Department of Planning and Building Services, Public Works Department and the Fire Department prior to building permits being released.

Section 3. That the Districts hereinabove mentioned are those districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning Ordinance, and all the provisions, regulations, restrictions and requirements therein set forth shall apply to the premises described herein.

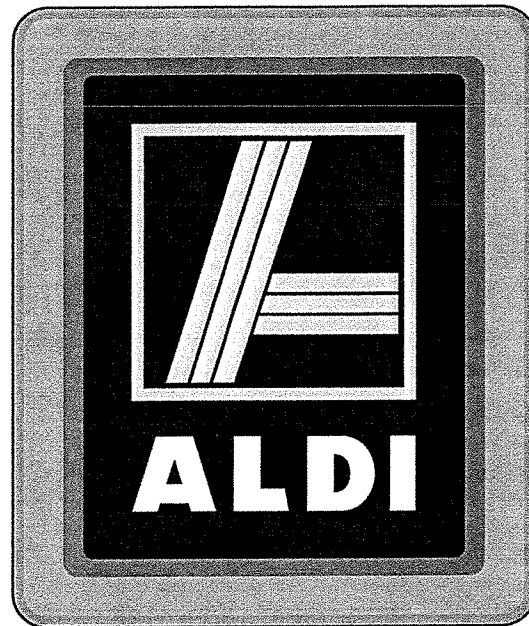
Section 4. That the zoning of said premises as set out herein shall be shown and verified on the Zoning District Map as in such Ordinance No. 3512 provided and said Districts be, and they are hereby, amended and changed as herein set forth.

PRESENTED, PASSED, APPROVED AND RECORDED this 19th day of October, 2015.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



ALDI INC.

DWIGHT DIVISION

ONE ALDI DRIVE
DWIGHT, IL 60420
TEL: 815.941.6020 FAX: 815.941.6021

RETAIL FACILITY
SITE LOCATION
4183 NORTH WATER STREET
DECATUR, IL 62526

Call
Before
You Dig
JULIE
ILLINOIS
ONE-CALL SYSTEM
48 HOURS BEFORE YOU DIG
(EXCLUDING SAT., SUN., & HOL.)
800-892-0123 OR 811

UTILITY CONTACTS

ELECTRIC
AMEREN IL COMPANY
TAMI BALLENGER
TEL: 888.659.4540

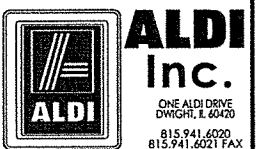
GAS
AMEREN IL COMPANY
TAMI BALLENGER
TEL: 888.659.4540

TELEPHONE
AT&T
MICHAEL OSMOND
TEL: 217.875.3690

WATER
CITY OF DECATUR
KARL ZIEMER
TEL: 217.424.2747

SEWER
CITY OF DECATUR
DAVID HORN
TEL: 217.424.2747

Weaver
Consultants
Group
NORTH CENTRAL, LLC
7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com



Project Name & Location:
ALDI
4183 NORTH WATER
STREET
DECATUR, IL

Copyright © 2015
Weaver Consultants Group
www.wcgrp.com

DO NOT SCALE PLANS
Copying, Printing, Software and other processes
required to produce these prints can distort or print
the actual paper or layout. Therefore, scaling of this
drawing may be inaccurate. Contact Weaver Consultants
with any need for additional dimensions
or clarifications.

Drawing Name:
**COVER
SHEET**

Date:	08/19/15	Project No.	0917-530
Type:	SITE	Drawing No.	C.1
Drawn By:	RAY		OF 24
Approved By:	MHF		
Scale:	AS NOTED		

Rec'd 8/20/15

LAND SURVEYOR

WEAVER CONSULTANTS GROUP
NORTH CENTRAL, LLC
1813 NORTH MILL STREET
NAPERVILLE, IL 60563
TEL: 630.717.4848 FAX: 630.717.4850

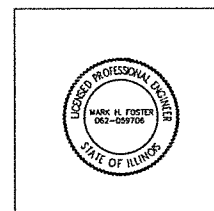
INDIVIDUALLY SIGNED AND SEALED

THIS PORTION OF THE TECHNICAL SUBMISSION DESCRIBED BELOW HAS BEEN
PREPARED UNDER THE DIRECT SUPERVISION AND RESPONSIBLE CHARGE OF
THE UNDERSIGNED.

SIGNATURE: STEVE A. POPP
NAME: STEVE A. POPP
DISCIPLINE: LAND SURVEYOR
ILLINOIS REGISTRATION NO.: 3010
SHEETS COVERED BY THIS SEAL: C.2
DATE OF ISSUE: _____

SITE ENGINEER

WEAVER CONSULTANTS GROUP
NORTH CENTRAL, LLC
7121 GRAPE RD
GRANGER, IN 46530
TEL: 574.271.3447 FAX: 574.271.3343



THIS PORTION OF THE TECHNICAL SUBMISSION DESCRIBED BELOW HAS BEEN
PREPARED UNDER THE DIRECT SUPERVISION AND RESPONSIBLE CHARGE OF
THE UNDERSIGNED.

SIGNATURE: Mark H. Foster
NAME: MARK H. FOSTER
DISCIPLINE: PROFESSIONAL ENGINEER
ILLINOIS REGISTRATION NO.: 062-050706
SHEETS COVERED BY THIS SEAL: C.1, C.4, C.5, C.6, C.7, C.8, C.9, C.10, C.11, C.12, C.13, C.14, C.16, C.17, C.18, C.19, C.20, C.21, C.22, C.23, C.24
DATE OF ISSUE: AUGUST 19, 2015
DATE OF LICENSE EXPIRATION: NOVEMBER 26, 2015

DRAWING INDEX

- C.1 COVER SHEET
- C.2 SURVEY
- C.3 SITE INFORMATION
- C.4 GENERAL NOTES
- C.5 GENERAL DETAILS
- C.6 SOIL EROSION CONTROL PLAN
- C.7 STANDARD SOIL EROSION CONTROL DETAILS
- C.8 SITE DEMOLITION PLAN
- C.9 SITE PLAN
- C.10 SITE DIMENSIONAL PLAN
- C.11 SITE GRADING PLAN
- C.12 SITE UTILITY PLAN
- C.13 STANDARD SEWER DETAILS
- C.14 STANDARD WATER DETAILS
- C.15 SITE LIGHTING PLAN
- C.16 SITE LANDSCAPE PLAN
- C.17 IRRIGATION NOTES
- C.18 OAK LANE DEMOLITION PLAN
- C.19 OAK LANE IMPROVEMENT PLAN & PROFILE
- C.20 OAK LANE IMPROVEMENT PLAN
- C.21 OAK LANE IMPROVEMENT CROSS SECTIONS
- C.22 OAK LANE IMPROVEMENT CROSS SECTIONS
- C.23 OAK LANE IMPROVEMENT CROSS SECTIONS
- C.24 OAK LANE IMPROVEMENT CROSS SECTIONS

EXHIBIT A

LEGEND – SURVEY	
	TRANSFORMER/TELECOMMUNICATIONS BOX/PEDESTAL
	POWER POLE
	TRAFFIC SIGNAL
	TRAFFIC VAULT
	ELECTRIC METER
	GAS VALVE
	GAS METER
	B-BOX
	WATER VALVE
	FIRE HYDRANT
	GAS METER
	AIR CONDITIONING UNIT
	BASKETBALL HOOP
	LIGHT POLE
	GUY WIRE
	SANITARY CLEANOUT
	STREET SIGN
	TREE (TRD=DECIDUOUS TRC=CONIFEROUS)
	STORM MANHOLE
	SANITARY MANHOLE
	STORM INLET
	CATCH BASIN
	STRUCTURE NUMBER
	SPOT ELEVATION
	CONCRETE MATERIAL
	DEPRESSED CURB
	"PK" / MAGNETIC NAIL
	"4" CUT
	IRON PIPE
	IRON ROD
	RIGHT OF WAY (ROW) MARKER
	COMBINATION SEWER
	WATER MAIN
	SANITARY LINE
	OVERHEAD WIRES
	GAS LINE
	ELECTRIC LINE
	FENCE
	BOUNDARY
	EXISTING LOTS
	RIGHT-OF-WAY
	CENTERLINE
	1' CONTOUR
	5' CONTOUR

LEGEND – PROPOSED	
	PROPOSED CONTOUR LINE
	PROPOSED SPOT ELEVATION AT PAVEMENT
	PROPOSED SPOT ELEVATION AT FINISH GRADE
	PROPOSED SPOT ELEVATION AT BACK OF CURB
	PROPOSED SPOT ELEVATION AT TOP OF CONCRETE
	PROPOSED SPOT ELEVATION AT GUTTER
	EXISTING SPOT ELEVATION AT PAVEMENT
	PROPOSED SPOT ELEVATION TO MATCH EXISTING SPOT ELEVATION
	PROPOSED CURB INLET
	PROPOSED STORM CATCH BASIN
	PROPOSED STORM MANHOLE
	PROPOSED SANITARY MANHOLE
	PROPOSED ELECTRIC TRANSFORMER
	PROPOSED PARKING LOT LIGHT FIXTURES
	PROPOSED FIRE HYDRANT
	PROPOSED FLARED END SECTION
	PROPOSED VALVE BOX
	PROPOSED PARKING SPACE COUNT
	PROPOSED CONCRETE
	TIP OUT GUTTER
	PROPOSED LOT BOUNDARY LINE
	PROPOSED EASEMENT
	PROPOSED STORM SEWER LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER SERVICE LINE
	PROPOSED GAS SERVICE LINE
	PROPOSED TELEPHONE SERVICE LINE
	PROPOSED ELECTRIC SERVICE LINE
	PROPOSED IRRIGATION SLEEVE
	PROPOSED TRUCK LANE – HEAVY DUTY PAVEMENT (SEE SITE DIMENSIONAL PLAN)
	PROPOSED AREA TO BE GRADED AND SODDED (SEE SITE LANDSCAPE PLAN)
	PROPOSED DECIDUOUS TREE
	PROPOSED CONIFEROUS TREE
	PROPOSED SHRUB

PROJECT AND SITE INFO NOTES:		
ZONING DISTRICT: EXISTING – R1, R2, R3 SINGLE FAMILY RESIDENCE & R5 TWO FAMILY RESIDENCE PROPOSED – PD PLANNED DEVELOPMENT		
PROPOSED USE: RETAIL GROCERY STORE (17,825 SFT)		
LOT AREA	REQUIRED/ALLOWED 10,000 SFT	ALDI PROPOSED 81,807 SFT (1.88 ACRES)
BUILDING		
FRONT BUILDING SETBACK	25 FT	108 / 69 FT
SIDE BUILDING SETBACK	5 FT	40 FT
REAR BUILDING SETBACK	25 FT	26 FT
HEIGHT	45 FT	±23 FT
FLOOR AREA	1	17,825 SFT
FLOOR AREA RATIO	1	0.22
(BUILDING AREA DIVIDED BY PROPOSED SITE AREA)		(17,825 ÷ 81,807 = 0.22)
PARKING	64 SPACES 6 + (11,468 / 200) = 63.34 (11,468 SFT EXCLUDES FREEZER, COOLER, BACKROOM STORAGE)	86 SPACES
OFF-STREET LOADING	2 SPACES (12 FT X 35 FT)	2 SPACES
PAVEMENT AREA (INCLUDING SIDEWALK & TRUCK DOCK)	–	36,022 SFT
TOTAL IMPERVIOUS AREA	–	53,847 SFT
LANDSCAPE AREA	–	27,960 SFT
SIGNAGE		
BUILDING WALL SIGNS		
NORTH WALL	119.4 FT	97 SFT
EAST WALL	248.5 FT	97 SFT
FREE STANDING PYLON SIGN (ASH AVE)		
AREA	100 SFT	90.83 SFT
HEIGHT	35 FT	30 FT
FREE STANDING PYLON SIGN (WATER ST)		
AREA	100 SFT	90.83 SFT
HEIGHT	35 FT	30 FT

RECOMMENDED MATERIALS FOR PAVEMENT DESIGN				
FLEXIBLE PAVEMENT DESIGN				
PAVEMENT SECTION	STRUCTURAL LAYER COEFFICIENT ¹ (per AASHTO)	THICKNESSES ²		STATE DEPARTMENT OF TRANSPORTATION SPECIFICATION ³
		LIGHT-DUTY PARKING AREAS ⁴	HEAVY-DUTY PARKING AREAS ⁴	
BITUMINOUS COURSES:				
SURFACE	0.33	1 1/2 IN.	2 IN.	SECTION 403 CLASS 1
BINDER	0.33	2 1/2 IN.	4 IN.	CLASS 1
DENSE – GRADED AGGREGATE BASE COURSE MATERIALS: ⁴				
CRUSHED STONE	0.14	8 IN.	8 IN.	SECTION 402 CA 6
SLAG, CRUSHED CONCRETE OR CRUSHED GRAVEL	0.13	8 IN.	8 IN.	CA 6
RECYCLED ASPHALT PAVEMENT	0.12	9 IN.	9 IN.	CA 6
COMPACTED GRAVEL	0.11	10 IN.	10 IN.	CA 6
NOTES:				
1. STRUCTURAL LAYER COEFFICIENTS FOR THE SUB BASE COURSE HAVE BEEN ESTIMATED USING AN ASSUMED IIR VALUE FOR THE VARIOUS MATERIALS.				
2. REFERS TO COMPACTED THICKNESS.				
3. ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2014				
4. MATERIAL TO BE USED IS BASED LARGELY ON LOCAL AVAILABILITY. RECOMMENDED THICKNESS VARY DEPENDING ON MATERIAL SELECTED.				
5. SUBGRADE FOR PAVEMENT DESIGNS TO BE PREPARED IN ACCORDANCE WITH SECTION 301 OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION." 2015.				
RIGID PAVEMENT DESIGN				
PAVEMENT SECTION	THICKNESSES		STATE HIGHWAY SPECIFICATION ³	
	LIGHT-DUTY PARKING AREAS ⁴	HEAVY-DUTY PARKING AREAS ⁴		
PORTLAND CEMENT CONCRETE	5 IN.	7 IN.	SECTION 420	
AGGREGATE BASE	6 IN.	6 IN.	SECTION 402	
NOTES:				
1. LIGHT-DUTY PAVEMENTS MAY CONSIST OF PLAIN CONCRETE.				
2. CONCRETE REINFORCED WITH WELDED-WIRE FABRIC IS RECOMMENDED IN HEAVY-DUTY TRUCK ACCESSIBLE AREAS.				
3. ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2014.				
4. IN ACCORDANCE WITH AG 330R-08, CONTRACTION JOINT SPACING SHOULD NOT EXCEED 12.5 FT BY 12.5 FT AND 15 FT BY 15 FT FOR 5-IN. THICK AND 6-IN THICK OR GREATER UNREINFORCED CONCRETE, RESPECTIVELY.				
5. SUBGRADE FOR PAVEMENT DESIGNS TO BE PREPARED IN ACCORDANCE WITH SECTION 301 OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION." 2015.				
EXPANSION JOINTS				
LOCATION	PLACEMENT DESCRIPTION			WIDTH
ALONG CONCRETE CURB & GUTTER	CORNERS – 10 FT. (MAX.) FROM CORNER, BOTH DIRECTIONS			1/2"
	EVERY 120 LFT (MAX.) EQUALLY SPACED			1/2"
	AT THE BEGINNING & END OF RADI			1/2"
CONCRETE PAVEMENT	EACH SIDE OF ALL CONCRETE CURB & GUTTER INLETS, BETWEEN ALL BASIN RIMS AND RIGID STRUCTURES AND CONCRETE CURB & GUTTER			1/2"
	BETWEEN BACK EDGE OF CONCRETE CURB & GUTTER & CONCRETE INFILL BEHIND CURB			1/2"
	BETWEEN PAVEMENT & MANHOLE, CATCH BASIN, OR LEACHING BASIN RIMS			1/2"
CONCRETE SIDEWALKS	BETWEEN PAVEMENT & LIGHTING, SIGNAGE AND ALL OTHER RIGID STRUCTURES			1"
	AT ALL COLD JOINTS			1/2"
	BETWEEN PAVEMENT & BUILDING STRUCTURES			1/2"
CONCRETE APRONS	BETWEEN SIDEWALK RAMP & ADJACENT EDGE OF CONCRETE DRIVE			1/2"
	EVERY 50 LFT (MAX.) EQUALLY SPACED			1/2"
	BETWEEN SIDEWALK & RIGID STRUCTURES AND ADJACENT CONCRETE FLATWORK (JOINTS SHALL BE PLACED 1" WITHIN PROPERTY FROM PROPERTY LINE)			1/2"
AT CURB CUT M – OPENING	BETWEEN SIDEWALK & BACK EDGE OF STRAIGHT CONCRETE CURB			1/2"
	BETWEEN SIDEWALK & BACK EDGE OF CURVED CONCRETE CURB			1/2"
	BETWEEN CONCRETE APRON & BUILDING & CONCRETE PAVEMENT			1/2"
AT DRIVE APPROACH	BETWEEN CONCRETE PAVEMENT & CURB & GUTTER & BEGINNING OF M – OPENING			1"
	BETWEEN EDGES OF REGULAR (4" THICK) SIDEWALK AND THICKENED (6" THICK) SIDEWALK			1/2"
NOTES				
1. REFER TO ARCHITECTURAL PLANS FOR FURTHER INFORMATION				
2. REFER TO DEPARTMENT OF TRANSPORTATION DETAILS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION				
3. ALONG ANY ACCESSIBLE ROUTE, I.E. CURB RAMPS, THE EXPANSION JOINT(S) SHALL BE NO WIDER THAN 1/2 INCH, WHETHER PARALLEL OR PERPENDICULAR TO THE DIRECTION OF TRAVEL.				

Submissions / Revisions:		Date:
1	ISSUED FOR MUNICIPAL REVIEW	05/29/15
2	ISSUED FOR MUNICIPAL REVIEW	07/31/15
3	ISSUED FOR MUNICIPAL REVIEW	08/19/15
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		

Weaver Consultants Group
NORTH CENTRAL, LLC
7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com

ALDI Inc.
ONE ALDI DRIVE
DOWD, IL 60420
815.941.6020
815.941.6021 FAX

Project Name & Location:

ALDI
4183 NORTH WATER STREET
DECATUR, IL

Copyright © 2015
Weaver Consultants Group
www.wcgrp.com

DO NOT SCALE PLANS
Copying, Printing, Software and other processes
required to produce these prints can stretch or shrink
the actual paper or layout. Therefore, scaling of the
drawing may be inaccurate. Contact Weaver
Consultants Group with any need for additional
dimensions or clarifications.

Drawing Name:

SITE INFORMATION PAGE

Date:	08/19/15	Project No.	0917-530
Type:	SITE	Drawing No.	
Drawn By:	RAV		
Approved By:	MHF		
Scale:	AS NOTED		

C.3
OF 24

GENERAL SITE NOTES:

1. PRIOR TO BIDDING CONTRACTOR SHALL VISIT THE JOB SITE, CONTACT ALL REGULATORY AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION AND VERIFY ALL EXISTING AND PROPOSED SITE CONDITIONS, UTILITY LOCATIONS, ETC. TO UNDERSTAND ALL CONDITIONS THAT WILL AFFECT AND THAT ARE INVOLVED WITH THIS PROJECT, REFER TO THE GEOTECHNICAL EXPLORATION AND PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORTS PREPARED SPECIFICALLY FOR THIS SITE AND ALDI INC. FOR ADDITIONAL INFORMATION.
2. ALL WORK SHALL BE VERIFIED WITH THE MUNICIPALITY, COUNTY, STATE AND UTILITY COMPANIES, AND SHALL CONFORM TO ALL MUNICIPAL, COUNTY, STATE AND UTILITY COMPANY REQUIREMENTS AND SPECIFICATIONS.
3. ALL PROPOSED WORK WITHIN THE DEPARTMENT OF TRANSPORTATION'S RIGHT-OF-WAY SHALL CONFORM TO THEIR LAWS, RULES, REGULATIONS, SPECIFICATIONS, AND RECOMMENDATIONS.
4. ALL IMPROVEMENTS SHOWN OR SPECIFIED, WHETHER NOTED "PROPOSED" OR NOT, ARE PART OF THIS PROJECT AND THE RESPONSIBILITY OF THE CONTRACTOR.
5. DIMENSIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD.
6. THE CIVIL SITE DESIGN DOCUMENTS SHALL TAKE PRECEDENCE OVER THE GENERAL CONSTRUCTION SPECIFICATIONS AND GEOTECHNICAL REPORT RECOMMENDATIONS.
7. ALL MATERIAL QUANTITIES PROVIDED ON THE SITE DEVELOPMENT DOCUMENTS ARE ESTIMATED AND NOT INTENDED TO GOVERN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT QUANTITY OF MATERIALS AND APPURTENANCES NECESSARY TO INSURE THE COMPLETION OF THIS PROJECT.
8. THE PROPOSED BUILDING ENTRY, SIDEWALK, ADJACENT CONCRETE APRON AND TRUCK DOCK ARE THE DESIGN OF THE ARCHITECT AND/OR ALDI INC. THE GENERAL DESIGN INFORMATION PROVIDED BY WEAVER BOOS CONSULTANTS WITHIN THESE AREAS ARE SUPPLEMENTAL TO THE ARCHITECTURAL CONSTRUCTION DOCUMENTS. REFER TO THE ARCHITECTURAL PLANS FOR DESIGN INFORMATION REGARDING THE ACCESSIBILITY DESIGN, INCLUDING BARRIER FREE RAMPS AND DETECTABLE WARNING STRIPS. THE AREAS ADJACENT TO THE BUILDING ENTRY AND TRUCK DOCK, WHERE ASPHALT AND CONCRETE MATERIALS ADJUT, THE PROPOSED SPOT ELEVATION REFERS TO THE FINISHED ELEVATION OF BOTH ADJUTING MATERIALS. SEE ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
9. REFER TO THE ARCHITECTURAL DRAWINGS FOR ADDITIONAL PIPE BOLLARD LOCATIONS AND DETAILS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE MUNICIPALITY TO ARRANGE FOR PRE-CONSTRUCTION MEETINGS AS MAY BE REQUIRED.
11. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION WITH OTHER CONTRACTORS INVOLVED IN CONSTRUCTION OF THE PROPOSED DEVELOPMENT AND FOR REPORTING ANY ERRORS OR DISCREPANCIES BETWEEN THESE PLANS AND ANY PLANS PREPARED BY OTHERS TO THE ATTENTION OF ALDI INC., THE ENGINEER AND ARCHITECT OF RECORD.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, APPLICATIONS, PERMIT COSTS, TAP FEES, METER DEPOSITS, BONDS, UTILITY SERVICE INSTALLATIONS, INSPECTIONS AND ANY OTHER FEES REQUIRED FOR PROPOSED WORK TO OBTAIN OCCUPANCY. ALL ASSOCIATED FEES SHALL BE PAID IN FULL BY ALDI INC. DIRECTLY. CONTRACTOR SHALL COORDINATE ALL FEE AMOUNTS AND PAYMENT WITH ALDI REPRESENTATIVE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF TRAFFIC AS MAY BE REQUIRED DURING ALL PHASES OF DEMOLITION AND/OR CONSTRUCTION. CONTRACTOR SHALL ALSO PROVIDE TRAFFIC CONTROL FOR ANY CONSTRUCTION ADJACENT TO OR WITHIN A PUBLIC ROADWAY OR CONTROLLING TRAFFIC ENTERING OR LEAVING A PUBLIC STREET. TRAFFIC CONTROL SHALL BE PROVIDED PER THE LATEST MUTED STANDARDS AND PER APPLICABLE SECTIONS OF THE STATE OR LOCAL DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION WITHIN THE RIGHT-OF-WAY AND LANE CLOSURES WITH THE MUNICIPALITY AND ANY OTHER COVERING AGENCIES AT LEAST ONE WEEK IN ADVANCE OF BEGINNING CONSTRUCTION.
14. RECORD DRAWINGS (AS-BUILT DOCUMENTS): THE CONTRACTOR IS RESPONSIBLE FOR RECORD DRAWINGS (AS-BUILT DOCUMENTS) AS REQUIRED BY AND TO THE SATISFACTION OF THE OWNER, MUNICIPALITY AND/OR ANY OTHER REGULATORY AGENCY AS MAY BE NECESSARY. UPON COMPLETION OF EACH PHASE OF CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR THE RECORD DRAWINGS (AS-BUILT DOCUMENTS) TO BE PREPARED AND CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER OR LAND SURVEYOR.
15. IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, IT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND ARCHITECT OF RECORD PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.
16. REFER TO THE ATTACHED CIVIL DRAWINGS AND ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION. DRAWINGS INCLUDE ARCHITECTURAL, STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DOCUMENTS).

GENERAL EARTHWORK NOTES:

1. CONTRACTOR SHALL REMOVE ALL EXISTING IMPROVEMENTS AND EXCAVATE TO VIRGIN SOIL UNLESS OTHERWISE NOTED.
2. ANY CONTAMINATED SOIL DISCOVERED DURING EXCAVATION SHALL BE DISPOSED OF IN ACCORDANCE WITH FEDERAL AND STATE REGULATIONS.
3. THE CONTRACTOR SHOULD NOTE THAT MACHINE GRADING SHALL INCLUDE THE REMOVAL OF ALL TREES, BRUSH AND MISCELLANEOUS ITEMS AS REQUIRED, ALL REQUIRED ASPHALT PAVEMENT REMOVAL, EARTH EXCAVATION, EMBANKMENT AND ALL OTHER OPERATIONS NECESSARY TO DEVELOP THE DESIRED CROSS SECTION. ALL TOPSOIL AND OTHER UNSUITABLE MATERIAL LOCATED BENEATH THE PROPOSED PAVEMENT AND BUILDING AREAS SHALL BE REMOVED AS PART OF MACHINE GRADING. ALL TOPSOIL REMOVED MAY BE STOCKPILED AND REUSED AS TOPSOIL SURFACE.
4. ALL FILL FOR THIS PROJECT MUST BE OBTAINED AND FURNISHED BY THE CONTRACTOR. ALL REQUIRED FILL SHALL BE SELECTED EXCAVATED MATERIAL OBTAINED OFF-SITE FROM A LOCAL SOURCE OR ON-SITE IF THE EXISTING SOIL IS ACCEPTABLE. ALL EXCESS FILL SHALL BE REMOVED FROM SITE BY THE CONTRACTOR. NO BORROW OR SOIL REMOVAL ARRANGEMENTS HAVE BEEN PREARRANGED FOR THIS PROJECT, AND SHALL BE THE TOTAL RESPONSIBILITY OF THE CONTRACTOR.
5. CONTRACTOR SHALL REMOVE AND STOCKPILE ALL TOPSOIL AND BLACK ORGANIC SOILS ON SITE. THE TOPSOIL AND BLACK ORGANIC SOIL CAN BE USED IN THE REGRADING OF THE AREAS TO BE SEEDED, SOODED OR LANDSCAPED ONLY. THIS MATERIAL IS NOT TO BE USED AS FILL UNDER BUILDING, PAVEMENT OR CURBED AREAS. REMOVAL OF ANY EXCESS SOIL OFF THE SITE SHALL BE THE CONTRACTORS RESPONSIBILITY.
6. FILL SHOULD BE PLACED IN UNIFORM LAYERS OF NOT MORE THAN 8 INCHES IN THICKNESS EACH AND ADEQUATELY KEYED INTO STRIPPED AND SCARIFIED SOILS. ALL FILL UNDER BUILDING, PAVEMENT AND WITHIN 20 FEET OF BUILDING AND PARKING AREAS SHALL BE COMPACTED TO ACHIEVE A DENSITY OF NOT LESS THAN 98 PERCENT STANDARD PROCTOR (ASTM D698) MAXIMUM DRY DENSITY. ALL LANDSCAPE AND LAWN AREAS SHALL BE COMPACTED TO 90 PERCENT MAXIMUM DRY DENSITY PER ASTM D 1557 (MODIFIED PROCTOR). ALL FILL MATERIAL SHOULD BE AT APPROXIMATELY THE OPTIMUM MOISTURE CONTENT DURING COMPACTION. FURTHERMORE, FILL MATERIAL SHOULD NOT BE FROZEN NOR BE PLACED ON A FROZEN BASE. IT IS RECOMMENDED THAT ALL EARTHWORK AND SITE PREPARATION ACTIVITIES BE CONSTRUCTED UNDER ADEQUATE SUPERVISION AND PROPERLY CONTROLLED IN THE FIELD BY A GEOTECHNICAL ENGINEERING TESTING FIRM. COMPACTION OF ANY FILL BY FLOODING IS NOT ACCEPTABLE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DEWATERING AND TEMPORARY SHORING THAT MAY BE REQUIRED DURING CONSTRUCTION.
8. TRENCH EXCAVATION REQUIRING SHEETING, SHORING OR OTHER STABILIZING DEVICES SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER AND MEET ALL O.S.H.A. REQUIREMENTS. ALL EXCAVATIONS SHALL MAINTAIN SAFE SIDE SLOPES IN ACCORDANCE WITH LOCAL, STATE AND O.S.H.A. REQUIREMENTS.
9. IF ROCK IS ENCOUNTERED DURING CONSTRUCTION, WHICH HAS NOT BEEN PREVIOUSLY DISCOVERED AND/OR IDENTIFIED, CONTRACTOR SHALL CONTACT THE ALDI INC. REPRESENTATIVE PRIOR TO REMOVAL.
10. CONTRACTOR SHALL PROVIDE TEMPORARY SEEDING ON STOCKPILES AND ALL OTHER AREAS OF THE SITE THAT WILL REMAIN UNDISTURBED FOR 30 DAYS OR MORE.
11. SOILS EXPOSED IN THE BASE OF ALL FOUNDATION EXCAVATIONS SHOULD BE PROTECTED AGAINST ANY DETRIMENTAL CHANGES IN CONDITION SUCH AS FROM DISTURBANCE, RAIN AND FREEZING. SURFACE RUN-OFF WATER SHOULD BE DRAINED AWAY FROM THE EXCAVATION AND NOT ALLOWED TO POND. IF POSSIBLE, ALL FOOTING CONCRETE SHOULD BE POURED THE SAME DAY THE EXCAVATION IS MADE. IF THIS IS NOT PRACTICAL, THE FOOTING EXCAVATIONS SHOULD BE ADEQUATELY PROTECTED.
12. CONTRACTOR SHALL REMOVE AND REPLACE WITH CONTROLLED FILL ANY AREAS THAT HAVE BEEN SOFTENED BY RAINS, FREEZING, CONSTRUCTION EQUIPMENT, ETC.
13. CONTRACTOR SHALL INSTALL PEDESTRIAN FENCE AROUND ALL EXCAVATIONS TO BE LEFT OPEN OVERNIGHT, AS REQUIRED.
14. CONTRACTOR SHALL STAGE THE GRADING AND UTILITY CONSTRUCTION SO THAT THE EXISTING STORM WATER FLOW FROM THE SURROUNDING PROPERTIES SHALL NOT BE IMPEDED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING DRAINAGE PATTERNS AND SHALL RESOLVE ANY DRAINAGE PROBLEMS ON ADJACENT PROPERTIES WHICH MAY RESULT FROM THE CONTRACTOR'S ACTIVITIES.
15. CONTRACTOR SHALL PERPETUATE ANY SUBSURFACE STORM WATER DRAINS ENCOUNTERED DURING CONSTRUCTION AS DIRECTED BY THE ALDI REPRESENTATIVE AND AS APPROVED BY THE MUNICIPALITY.
16. CONTRACTOR SHALL GRADE ALL ASPHALT/CONCRETE PAVEMENT, SIDEWALK, CONCRETE CURB AND GUTTER AND LANDSCAPE AREAS UNIFORMLY BY MEANS PROPOSED SPOT ELEVATIONS/CONTOURS. CONTRACTOR SHALL GRADE FROM PROPOSED SPOT ELEVATIONS/CONTOURS TO THE EXISTING GRADE AT THE LIMITS OF CONSTRUCTION AT A MAXIMUM SLOPE OF 1V TO 4H UNLESS OTHERWISE NOTED.
17. REFER TO THE GEOTECHNICAL EXPLORATION FOR EXISTING SOILS INFORMATION.

ASPHALT AND CONCRETE PAVEMENT NOTES:

1. ASPHALT BINDER MATERIAL FOR THIS PROJECT SHALL MEET THE MOST RECENT DOT STANDARDS AND SPECIFICATIONS.
2. ASPHALT SHALL ONLY BE PLACED WHEN THE OUTSIDE TEMPERATURE IS 45 DEGREES F AND RISING. ASPHALT SHALL NEVER BE PLACED ON FROZEN MATERIAL, DURING MEDIUM OR HEAVY PRECIPITATION OR WHEN PRECEDING PRECIPITATION HAS SATURATED THE SUBBASE AND/OR SUBGRADE.
3. SURFACES THAT WILL ABUT THE NEW ASPHALT SHALL BE TACK COATED PRIOR PLACEMENT OF ASPHALT INCLUDING CURBS, GUTTER, EXISTING ASPHALT AND STRUCTURES. TACK COAT SHALL BE APPLIED HEATLY TO MATCH THE LINES AND GRADES OF THE PROPOSED ABUTTING ASPHALT AT A MINIMUM RATE OF .05 TO .15 GALLONS PER SQUARE YARD. TACK COAT PROCEDURE SHALL MEET ALL DOT STANDARDS AND SPECIFICATIONS.
4. ASPHALT SHALL BE PLACED IN LAYERS EQUAL TO THOSE SPECIFIED IN THE GEOTECHNICAL REPORT. THICKNESS OF EACH LAYER OR THE THICKNESS OF ALL LAYERS COMBINED SHALL NOT VARY MORE THAN 1/8 INCH FOR THICKNESS OF 0 TO 4 INCHES AND 1/4 INCH FOR THICKNESS OF 4 INCHES OR GREATER. FOR THOSE SPECIFIED ON THE DRAWINGS, IF MORE THAN 60% OF TEST CORES SAMPLED FAIL TO EQUAL OR EXCEED THE REQUIRED DEPTH, THE PAVEMENT SHALL BE CONSIDERED FAILED AND BE SUBJECT TO REPAIRS, REPLACEMENT OR REASONABLE COMPENSATION OF WHICH THE CONTRACTOR WILL BEAR ALL COSTS. THE ASPHALT SHALL ALSO BE TESTED FOR SMOOTHNESS BY LAYING A 16 FOOT STRAIGHT EDGE ON THE PAVEMENT AND VERIFYING THAT THERE ARE NO GAPS GREATER THAN 1/8 INCH IN ANY DIRECTION.
5. THE CONCRETE MIX SHALL BE 4000 PSI AT 28 DAYS MADE WITH TYPE I OR TYPE II CEMENT, PER ASTM C 150, AND AGGREGATES MEETING STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS. SLUMP FOR SUP FORMING SHALL BE 1 INCH +/- 1/4 INCH AND FOR FORMED CONCRETE THE SLUMP SHALL BE 3 INCH +/- 1/2 INCH. AIR ENTRAINMENT MIXTURE SHALL MEET THE REQUIREMENTS OF ASTM C 260 4X +/- .1 %S FOR SUP FORM WORK AND 6X +/- .1 %S FOR FORMED AND PLACED CONCRETE. WATER REDUCING AGENT SHALL CONFORM TO ASTM C 494, TYPE A. CURING COMPOUNDS SHALL CONFORM TO CLASS A. TYPE I CLASS A. MOISTURE LOSS OF NOT MORE THAN .055 GR/50CM WHEN APPLIED AT 200 TO 300 SQ FT PER GALLON.
6. SIDEWALKS, GUTTERS AND CURBS SHALL BE PLACED ON COMPACTED SUBBASE, CONSISTENT WITH THE PAVEMENT SUBBASE. SIDEWALKS AND GUTTERS SHALL BE PLACED ON A MINIMUM OF 6 INCHES OF COMPACTED SUBBASE AND CURBS SHALL BE PLACED ON A MINIMUM OF 4 INCHES OF COMPACTED SUBBASE.
7. ALL FORMING, PLACEMENT, MATERIALS AND CURING SHALL CONFORM TO THE LATEST ADDITION OF ACI 318 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" AND ALL SIMILAR STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS.
8. REINFORCING SHALL BE INACCORDANCE WITH THAT SPECIFIED ON THE DRAWINGS AND THE CONCRETE REINFORCING STEEL INSTITUTE (CRSI) "MANUAL OF STANDARD PRACTICES". REINFORCING STEEL SHALL BE ASTM A 615, GRADE 60, DEFORMED, WELDED WIRE FABRIC SHALL BE ASTM A 185, WELDED WIRE STEEL FABRIC.
9. SIDEWALKS AND GUTTERS SHALL HAVE A BROOM FINISH PERPENDICULAR TO FLOW WITH A PICTURE FRAME EDGE JOINT ALL THE WAY AROUND. CURBS SHALL HAVE A SMOOTH FINISH OR LIGHT RUB FINISH, BUT CONSISTENT THROUGH OUT THE PROJECT.
10. EXPANSION JOINTS FOR CONCRETE SIDEWALK AND CURB AND GUTTER SHALL BE PLACED EVERY 50 FEET AND AT ALL ADJACENT STRUCTURES SUCH AS WALLS, MANHOLES AND VAULTS. EXPANSION JOINT MATERIAL SHALL BE PREMOULDED, VINYL MATERIAL WITH VINYL CUP INACCORDANCE WITH ASTM D1751. AFTER CONCRETE HAS SET, THE CUP SHOULD BE REMOVED AND VOID FILLED WITH WATERPROOF JOINT FILLER. CURB AND GUTTER SHALL BE CUT OR TOOL JOINTED TO 1/8" DEPTH EVERY 10 FEET. ALL JOINTS SHALL HAVE TOOLS OR CUT JOINTS TO 1/8" DEPTH IN SQUARES OR AS CLOSE TO SQUARE AS POSSIBLE NOT EXCEEDING 5FT X 5FT.
11. SUBBASE SHALL BE PLACED IN LIFTS NOT TO EXCEED 8 INCHES AND 1/3 THE DEPTH IN THE REQUIREMENTS STATED IN THE GEOTECHNICAL REPORT. IF NOT STATED, THE COMPACTION REQUIREMENT SHALL BE 98 PERCENT STANDARD PROCTOR (ASTM D698) MAXIMUM DRY DENSITY.
12. FINAL GRADING OF SUBBASE SHALL BE TO +/- 1 INCH OF THAT DESIGNATED ON THE DRAWINGS AND +/- 1 INCH OF THE REQUIRED THICKNESS FOR THICKNESS OF 8 INCHES OR GREATER AND +/- 1/8 INCH FOR THICKNESS LESS THAN 8 INCHES.
13. REFER TO THE BID INSTRUCTIONS AND DOCUMENTATION PROVIDED BY ALDI TO IDENTIFY AND CLARIFY TESTING RESPONSIBILITIES AND REQUIREMENTS. WE RECOMMEND THAT AS A MINIMUM THE FOLLOWING TESTING SHALL BE PERFORMED.
- 13.1. CONCRETE TESTING - VERIFY THE SLUMP, AIR ENTRAINMENT AND PROVIDE (3) CYLINDER SAMPLES FOR EACH DAYS POUR, OR 50 C.Y. OF CONCRETE WHICHEVER OCCURS MORE OFTEN.
- 13.2. SOIL AND GRAVEL DENSITY TESTING - VERIFY THE DENSITY OF ALL FILL AND CRUSH IN PLACE EXCAVATION AS SPECIFIED AND ALL SLAB, FOUNDATIONS, AND FOOTING SURFACES.
- 13.3. PERFORM COMPACTION TESTS IN THE VICINITY OF THE FACILITIES CONCRETE SIDEWALK/RAMP EDGE AND PRIOR TO THE INSTALLATION OF THE AGGREGATE BASE AND ASPHALT PAVEMENT. THE TESTS ARE TO DETERMINE THE DENSITY OF THE SUBBASE AND AGGREGATE BASE MEETS, OR EXCEEDS, THOSE REQUIREMENTS SPECIFIED.
14. JOINT SEALER FOR TRAFFIC BEARING CONTROL JOINTS AND CONCRETE PAVEMENT SHALL BE "SONOLASTIC SL-2" ONE PART, NON-PRIMING, POLYURETHANE SEALANT BY SONNEBORN, OR APPROVED EQUAL. COLOR - GRAY. JOINT SEALER FOR NON-TRAFFIC BEARING CONTROL JOINTS, AND CONCRETE PAVEMENT SHALL BE "SONOLASTIC NP-1" ONE-PART, NON-PRIMING, URETHANE SEALANT BY SONNEBORN, OR APPROVED EQUAL. COLOR - GRAY. JOINTS AT THE ENTRANCE SLABS AND SIDEWALKS ADJACENT TO THE BUILDING SHOULD BE SAWN AND NOT TOOLED.
15. CONTRACTION JOINTS TO BE PLACED AT 15' INTERVALS IN CONCRETE PAVEMENT.
16. REFER TO THE GENERAL DETAIL PAGE AND GEOTECHNICAL EXPLORATION FOR RECOMMENDED PAVEMENT DESIGN.
17. AREAS OF "LIGHT" AND "HEAVY-DUTY" PAVEMENT ARE DEPICTED ON THE SITE DIMENSIONAL PLAN.
18. ASPHALT PAVEMENT SHALL NOT BE USED IN THE TRUCK DOCK. REFER TO SITE PLAN AND ARCHITECTURAL DRAWINGS FOR FURTHER INFORMATION.
19. DUB DOWN (TAPER) CONCRETE CURBS TO ZERO HEIGHT AT SIDEWALKS, RAMP SIDEWALKS, PER ADA REQUIREMENTS, AS REQUIRED TO MEET EXISTING AND PROPOSED ADJACENT GRADES.
20. REFER TO CIVIL DRAWINGS FOR PAVEMENT MARKING LOCATIONS. PRIOR TO PAINT APPLICATION, PAVEMENT SHALL BE DRY AND CLEANED WITH POWER BROOMS AND HAND BROOMS TO REMOVE ALL LOOSE MATERIAL AND DIRT. APPLY TWO COATS OF 4" WIDE PAINT WITH MECHANICAL EQUIPMENT UTILIZING TEMPLATES THAT THE OPERATIONS LAYOUT. ALL DIRECTIONAL AND STOP BAR PAVEMENT MARKINGS SHALL BE PAINTED WHITE IN COLOR. UNLESS OTHERWISE SPECIFIED, ALL OTHER PAVEMENT MARKINGS INCLUDING PARKING SPACES, ACCESSIBLE PARKING SPACES, BARRIER FREE SYMBOLS, ACCESS ASIDEWAYS, BIKING LANEAS AND RESTRICTED PARKING AREAS SHALL BE PAINTED YELLOW IN COLOR. PAINT SHALL MEET ALL MUNICIPAL, STATE, ADA AND REGULATORY AGENCY REQUIREMENTS AND SPECIFICATIONS.

SOIL EROSION & SEDIMENTATION CONTROL NOTES

1. IN ADDITION TO ALL NECESSARY MATERIAL & LABOR REQUIRED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE SOIL EROSION CONTROL, PERMIT, PERMIT COSTS, AND ALL OTHER FEES REQUIRED FOR PROPOSED WORK TO OBTAIN OCCUPANCY.
2. GEOTEXTILE SILT FENCE SHALL BE CONSTRUCTED AT THE LIMITS OF CONSTRUCTION AND ALONG ALL AREAS TO BE DISTURBED.
3. A TEMPORARY CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED. ALL CONSTRUCTION VEHICLES ENTER OR EXITING THE SITE WILL BE LIMITED TO THIS ACCESS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGNATING AN EQUIPMENT AND MATERIAL STAGING AREA.
5. GEOTEXTILE SILT FENCE OR INLET FILTERS SHALL BE UTILIZED AT ALL EXISTING AND PROPOSED STORM STRUCTURES, WITHIN THE VICINITY OF THE PROPOSED PROJECT, AS NECESSARY TO PREVENT SILT FROM WASHING INTO THE STORM SEWER SYSTEM.
6. ALL SEEDED AREAS WHERE THE GRADE IS SLOPED SHALL BE COVERED WITH A BIODEGRADABLE GREEN CURLEX® SINGLE NET BLANKET MANUFACTURED BY AMERICAN EXCELSIOR COMPANY OR APPROVED EQUAL. THE BLANKET WILL REDUCE EROSION AND PROMOTE IDEAL GROWING CONDITIONS.
7. IF DUST GENERATED DURING CONSTRUCTION BECOMES EXCESSIVE, CONTRACTOR SHALL APPLY AN EPA APPROVED METHOD OF DUST CONTROL (VEGETATIVE COVERING, BARRIERS, APPLYING WATER, TILLAGE, ETC.).
8. CONTRACTOR SHALL AVOID ANY UNNECESSARY DISTURBANCE OR REMOVAL OF EXISTING VEGETATED AREAS, AS THESE AREAS ACT AS A SEDIMENT CONTROL MEASURE.
9. CONTRACTOR SHALL INITIATE THE STABILIZATION (VEGETATION OR COVERING) OF DISTURBED AREAS BY THE 14TH DAY OF CONSTRUCTION IF THE AREA IS TO BE OPEN AND NOT WORKED FOR 21 DAYS.
10. ALL TEMPORARY SOIL EROSION PROTECTION SHALL REMAIN IN PLACE UNTIL REMOVAL IS REQUIRED FOR FINAL CLEAN-UP AND APPROVAL.
11. REFER TO THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR ALL SOIL EROSION CONTROL MEASURES AND PROCEDURES.
12. CONTRACTOR SHALL MAINTAIN A COPY OF THE SWPPP ON-SITE AT ALL TIMES, AND SHALL BE AVAILABLE TO BE PRODUCED FOR INSPECTION WITHIN 3 HOURS.
13. ALL SOIL EROSION MEASURES AND PROCEDURES MUST MEET ALL MUNICIPAL AND STATE RULES AND REGULATIONS.

GENERAL UTILITY NOTES:

1. THE CONTRACTOR SHALL LOCATE ALL ACTIVE UNDERGROUND UTILITIES PRIOR TO STARTING WORK AND SHALL CONDUCT ALL OPERATIONS IN A MANNER AS TO ENSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED.
2. ALL PROPOSED UTILITY SERVICES SHALL BE DESIGNED AND CONSTRUCTED FOR UNDERGROUND SERVICE UNLESS OTHERWISE NOTED.
3. IN ADDITION TO OTHER CONDUIT LINES THAT MAY BE REQUIRED OR SPECIFIED, THE CONTRACTOR SHALL PROVIDE 4" (MINIMUM) CONDUIT LINES OR AS DIRECTED BY UTILITY COMPANY FOR EACH UTILITY SERVICE. CONTRACTOR SHALL PROVIDE FULL LINES THROUGH EACH CONDUIT LINE AND ADEQUATELY MARK EACH END OF EACH CONDUIT LINE. INSTALLATION AND MATERIALS SHALL BE PER CODE AND UTILITY COMPANY SPECIFICATIONS. THE LAST 10 FT OF TELEPHONE SERVICE, PRIOR TO ENTRY INTO BUILDING, SHALL BE IN RIGID METAL CONDUIT, REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE ELECTRICAL TRANSFORMER CONCRETE PAD PER THE UTILITY COMPANY SPECIFICATIONS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL EXCAVATION, BACKFILL, AND CONCRETE ENCASEMENT INCLUDING ALL CONDUIT WHICH MAY BE REQUESTED BY THE TELEPHONE AND/OR ELECTRIC UTILITY COMPANIES.
6. REFER TO THE ELECTRICAL AND ARCHITECTURAL DRAWINGS FOR THE PARKING LOT LIGHT FIXTURE SCHEDULE AND FOUNDATION DETAILS.
7. THE SIZE, TYPE AND LOCATION OF THE EXTERIOR WALL MOUNTED FIRE DEPARTMENT CONNECTION SHALL COMPLY WITH THE GOVERNING RULES AND REGULATIONS OF THE LOCAL FIRE DEPARTMENT. IF CONSTRUCTION OF THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING APPROVAL FOR ALL PROPOSED WORK.
8. CONTRACTOR IS RESPONSIBLE TO VERIFY THE LOCATIONS AND INVERTS OF ALL EXISTING WATER, STORM AND SANITARY SEWER LINES. CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL EXISTING AND PROPOSED UTILITY CROSSINGS AS LISTED IN BUT NOT LIMITED TO THE UTILITY CROSSINGS TABLE. CONTRACTOR REPORT ANY CONFLICT OR DISCREPANCY TO THE ENGINEER OR ARCHITECT OF RECORD TO SEEK CLARIFICATION OR POSSIBLE REDESIGN.
9. CONTRACTOR SHALL INSTALL ALL WATER, STORM AND SANITARY SEWER IN ACCORDANCE WITH ALL REGULATORY AGENCIES SPECIFICATIONS AND RECOMMENDATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO RESTORE ALL DISTURBED PROPERTY TO THE CONDITION WHICH PRESENTLY EXISTS OR BETTER, AND TO ALDI AND THE OWNER'S APPROVAL.
10. UNLESS OTHERWISE NOTED, ALL STORM SEWER PIPE SHALL BE HIGH-DENSITY POLYETHYLENE, REINFORCED CONCRETE OR DUCTILE IRON PIPE. ALL HIGH-DENSITY POLYETHYLENE PIPE SHALL BE TYPE H-12 CORRUGATED PIPE MEETING ASTM F2306 WITH JOINTS IN ACCORDANCE WITH ASTM D3212. ALL REINFORCED CONCRETE PIPE SHALL BE CLASS IV PIPE MEETING ASTM C76 WITH FLEXIBLE GASKET JOINTS IN ACCORDANCE WITH ASTM C443. ALL DUCTILE IRON PIPE SHALL MEET ANWW C111 WITH JOINTS IN ACCORDANCE WITH ANWW C111. ALL INSTALLATION, BEDDING AND BACKFILL REQUIREMENTS SHALL BE SUPPLIED AND CONSTRUCTED IN ACCORDANCE WITH THE MUNICIPALITY, UTILITY COMPANY AND MANUFACTURER'S SPECIFICATIONS. ALL EXCAVATION, DEWATERING, BORROW, FILL, HANDLING AND DISPOSAL OF SPOIL FOR ALL WORK SHOWN HEREIN SHALL BE INCLUDED IN THE BASE BID. REFER TO PLANS AND DETAILS FOR SIZES, LOCATIONS OF PIPING AND ADDITIONAL INFORMATION.
11. UNLESS OTHERWISE NOTED, ALL SANITARY SEWER PIPE SHALL BE PVC SCHEDULE 40 MEETING ASTM D-1785 WITH RUBBER GASKET JOINTS IN ACCORDANCE WITH ASTM D-3212. ELASTOMERIC SEAL, AND SHALL BE INSTALLED IN COMPLIANCE WITH ASTM A2321. ALL EXCAVATION, DEWATERING, BORROW, FILL, HANDLING AND DISPOSAL OF SPOIL FOR ALL WORK SHOWN HEREIN SHALL BE INCLUDED IN THE BASE BID. REFER TO PLANS AND DETAILS FOR SIZES, LOCATIONS OF PIPING AND ADDITIONAL INFORMATION.
12. SANITARY SEWER PIPES SHALL BE AIR-TESTED PER ASTM F-1417 AND MANHOLES TESTED FOR LEAKAGE PER ASTM C-969. AFTER TESTING IS COMPLETE AND BEFORE THE SYSTEM IS TURNED OVER TO THE AUTHORITY HAVING JURISDICTION, THE SYSTEM SHALL BE CHECKED TO VERIFY IT IS CLEAN AND FREE OF DIRT, DEBRIS AND OTHER HAZARDOUS MATTER. CONTRACTOR SHALL CLEAN ANY SECTIONS REQUIRING SUCH AT NO ADDITIONAL EXPENSE.
13. STORM AND SANITARY SEWER FRAME AND LID/GRADE PRODUCT REFERENCE NUMBERS, REFER TO MEEHNI FOUNDRY PRODUCTS OR APPROVED EQUAL. ALL FRAMES AND COVERS SHALL BE PER ASTM A-48, CLASS 300, WITH A MINIMUM OPENING SIZE OF 24" AND H-20 DESIGN LOADING. ALL SANITARY SEWER CASTINGS SHALL BE LETTERED "SANITARY SEWER". ALL STORM SEWER SLOD LID CASTINGS SHALL BE LETTERED "STORM SEWER". ALL FRAMES AND CASTINGS SHALL MEET ALL MUNICIPAL, STATE AND REGULATORY AGENCY REQUIREMENTS AND SPECIFICATIONS.
14. ALL WATER REQUIREMENTS AND SPECIFICATIONS SHALL BE PER AQUA ILLINOIS. SEE NOTES AND DETAILS ON STANDARD WATER NOTES AND STANDARD WATER DETAILS PAGES. COORDINATE ALL WORK WITH THE MUNICIPALITY AND AQUA ILLINOIS.
15. CONTRACTOR SHALL ALTER EXISTING SEWER FRAMES AND CASTINGS AS REQUIRED BY PROPOSED CONSTRUCTION. IF REQUIRED, REPLACE PER MUNICIPAL, STATE AND REGULATORY AGENCY REQUIREMENTS AND SPECIFICATIONS.
16. ALL DRAINAGE STRUCTURES, PIPES AND PAVEMENT SURFACES WITHIN THE LIMITS OF CONSTRUCTION SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO FINAL ACCEPTANCE AND AS MAY BE PERIODICALLY REQUIRED DURING THE COURSE OF CONSTRUCTION.
17. ANY WATER, STORM OR SANITARY SEWER UTILITIES WHICH ARE DAMAGED BY THE CONTRACTOR DURING OPERATIONS SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AND AT THE CONTRACTOR'S EXPENSE. IF REQUIRED THE CONTRACTOR SHALL BE RESPONSIBLE TO CLEAN THE EXISTING STORM SEWER SYSTEM(S) ADJACENT TO THE EXISTING PROPERTY TO INSURE THE DRAINAGE OF THE PROPOSED STORM SEWER SYSTEM. IF REPAIR OF THE EXISTING SYSTEM IS NECESSARY, THE CONTRACTOR SHALL NOTIFY AND PROVIDE THE ALDI REPRESENTATIVE WITH A COST FOR SUCH WORK.

GENERAL DEMOLITION NOTES

1. ALL WORK TO BE VERIFIED WITH THE MUNICIPALITY, COUNTY, STATE AND ALL UTILITY COMPANIES, AND SHALL CONFORM TO ALL MUNICIPAL, COUNTY, STATE, FEDERAL AND UTILITY COMPANY'S REQUIREMENTS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, PERMIT COSTS, TAP FEES, METER DEPOSITS, BONDS, INSPECTIONS AND ALL FEES REQUIRED FOR PROPOSED WORK TO CLEAR THE SITE AND RAZE THE EXISTING STRUCTURES.
3. THE PLANS MAY NOT SHOW ALL EXISTING IMPROVEMENTS, IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE EXISTING SITE PRIOR TO BIDDING.
4. THE CONTRACTOR SHALL INSPECT ALL STRUCTURES, FACILITIES AND AREAS SLATED FOR DEMOLITION TO OBTAIN A FULL UNDERSTANDING OF THE EXISTING CONDITIONS. THE CONTRACTOR SHALL TAKE WHAT MEASURES NECESSARY TO PROTECT THE SAFETY OF THE PUBLIC, HIS EMPLOYEES AND AGENTS DURING THE INSPECTIONS AND SUBSEQUENT WORK. THE OWNER, CLIENT AND ENGINEER ARE NOT RESPONSIBLE FOR THE CONDITION OF THE BUILDINGS, FACILITIES OR OTHER AREAS SLATED FOR DEMOLITION.
5. CONTRACTOR SHALL FIELD VERIFY BENCHMARKS AND PROTECT PROPERTY CORNERS. PROPERTY CORNERS SHALL BE WITHNESSFULLY MARKED BY A PROFESSIONAL SURVEYOR PRIOR TO DEMOLITION. ANY PROPERTY CORNERS DISTURBED DURING THE COURSE OF CONSTRUCTION SHALL BE RESET AT NO ADDITIONAL COST TO THE OWNER.
6. THE CONTRACTOR SHALL REMOVE ALL PRE-EXISTING ON-SITE IMPROVEMENTS TO VIRGIN SOIL, UNLESS OTHERWISE NOTED AND WASTE OFF-SITE. THIS INCLUDES BUT IS NOT LIMITED TO BUILDINGS, FOUNDATIONS, FOOTINGS, CURBS, ASPHALT, MILLED SURFACE ASPHALT, EXISTING UTILITY LINES, TREES, SHRUBS, AND ALL OTHER ITEMS TO BE ABANDONED.
7. ALL AREAS SHALL BE BROUGHT BACK TO THEIR ORIGINAL GRADE OF THE PROJECT FOR THAT AREA. ALL AREAS REQUIRING FILL SHALL BE COMPACTED TO THE REQUIREMENTS OF THE AREA BUT IN NO CASE LESS THAN 90% OF MODIFIED PROCTOR (ASTM D 1557).
8. EXISTING ON-SITE STORM SEWER PIPING, INCLUDING CATCH BASINS, AND MANHOLES, ARE TO BE REMOVED, UNLESS OTHERWISE NOTED TO REMAIN OR ABANDONED IN ACCORDANCE WITH ALL MUNICIPAL AND/OR COUNTY REGULATIONS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ALL OTHER UTILITY PIPING, UNLESS OTHERWISE NOTED. ANY UTILITY PIPE APPROVED BY THE OWNER TO BE ABANDONED IN PLACE SHALL BE FULLY EXPOSED AT BOTH ENDS AND GROUTED FULL. EXISTING SITE IMPROVEMENTS AND LANDSCAPES, LOCATED UNDER OR WITHIN 10 FT. OF THE PROPOSED BUILDING AND ITS ADJACENT CONCRETE WALKS AND ASPHALT PAVEMENT SHALL BE ENTIRELY REMOVED AND WASTED OFF-SITE. ANY EXISTING WELLS, SEPTIC FIELDS / TANKS OR GRAPE TRAPS ASSOCIATED WITH THE BUILDING SHALL BE DESTROYED AND NOT BE PLACED BACK IN ACCORDANCE WITH THE MUNICIPAL, COUNTY, STATE AND FEDERAL REGULATIONS. CONTRACTOR TO COORDINATE WITH HEALTH DEPARTMENT TO PROVIDE REQUIRED PROOF OF COMPLIANCE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE AND REMOVE ANY EXISTING WATER AND/OR SANITARY SEWER SERVICE LEADS TO BE ABANDONED. THE CONTRACTOR SHALL PLUG EACH MAIN AND/OR LEAD AS CLOSE TO THE PROPERTY LINE (UNLESS OTHERWISE NOTED) AS PRACTICAL AND TO THE MUNICIPALITY'S SATISFACTION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE TO LOCATE, IDENTIFY AND REMOVE OR ARRANGE FOR THE REMOVAL OF ANY EXISTING UTILITIES AS INDICATED, INCLUDING BUT NOT LIMITED TO GAS, ELECTRIC, PHONE, CABLE, ETC. (UNLESS OTHERWISE NOTED TO REMAIN) THE CONTRACTOR SHALL COORDINATE WITH ALL LOCAL UTILITY COMPANIES PRIOR TO THE REMOVAL OF THE FACILITIES.
11. THE CONTRACTOR SHALL REMOVE ANY EXISTING AIR CONDITIONING EQUIPMENT TO BE DEMOLISHED WITHOUT RELEASE OF ANY OZONE DEPLETING SUBSTANCES (ODS) TO THE ATMOSPHERE. ALL REFRIGERANTS SHALL BE RECOVERED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS, BEFORE TRANSPORT AND DISPOSAL.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ABATEMENT OF ANY ASBESTOS CONTAINING MATERIAL WITHIN THE BOUNDARY IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS. REFER TO THE ASBESTOS MATERIAL INSPECTION REPORT FOR REGULATED ASBESTOS CONTAINING MATERIAL THAT MAY BE FOUND ON SITE. REFER TO PHASE I ENVIRONMENTAL ASSESSMENT REPORT AND ASBESTOS REPORT DATED 06/06/00 FOR MORE INFORMATION.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IDENTIFICATION, HANDLING, TRANSPORTING AND DISPOSAL OF SOLID AND LIQUID WASTES, IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS. REMOVAL OF SOLID, LIQUID OR HAZARDOUS WASTE SHALL NOT OCCUR WITHOUT PRIOR NOTIFICATION OF AN ALDI REPRESENTATIVE. REFER TO PHASE I ENVIRONMENTAL ASSESSMENT REPORT FOR MORE INFORMATION.
14. ANY CONTAMINATED SOIL DISCOVERED DURING DEMOLITION OR EXCAVATION SHALL BE DISPOSED OF IN ACCORDANCE WITH FEDERAL AND STATE REGULATIONS.

GENERAL LANDSCAPE NOTES

ALL CONSTRUCTION TO CONFORM TO THE MUNICIPALITIES LATEST APPLICABLE REGULATIONS.

1. THE CONTRACTOR SHOULD NOTE THAT MACHINE GRADING SHALL INCLUDE THE REMOVAL OF ASPHALT/CONCRETE PAVEMENT, EARTH EXCAVATION, EMBANKMENT, BRUSH AND MISCELLANEOUS ITEMS AND ALL OTHER OPERATIONS NECESSARY TO DEVELOP THE DESIRED CROSS SECTIONS. ALL TOPSOIL AND OTHER UNSUITABLE MATERIAL LOCATED BENEATH THE PROPOSED PAVEMENT AREAS SHALL BE REMOVED AS PART OF MACHINE GRADING. ALL TOPSOIL REMOVED ON-SITE THAT IS ADEQUATE MAY BE STOCKPILED AND REUSED AS PROPOSED TOPSOIL SURFACE. IF REQUIRED AMOUNTS OF ADEQUATE ON-SITE TOP SOIL ARE NOT AVAILABLE, THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE SCREENED TOP SOIL AS REQUIRED.
2. CONTRACTOR SHALL CLEAR ALL AREAS OF PROPOSED LANDSCAPING TO BARE SOIL PRIOR TO THE INSTALLATION OF MULCH, TREES, SHRUBS AND/OR PLANTS. A PERMEABLE LANDSCAPE FABRIC SHALL BE USED AT ALL PROPOSED LANDSCAPING AREAS TO RECEIVE A MULCH COVER. LANDSCAPING FABRIC SHALL BE "TYPAR LANDSCAPE FABRIC" BY REEMAY INC. (OR APPROVED EQUAL), INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS. ALL MULCH COVER SHALL BE SHREDED CEDAR (STAINED BROWN) AND APPLIED AT A MINIMUM OF 4" DEEP. CONTRACTOR SHALL BE RESPONSIBLE TO WATER ALL TREES, SHRUBS AND/OR PLANTS.
3. CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE A SOD UNLESS OTHERWISE NOTED. CONTRACTOR SHALL GRADE (OR REGRADE) ALL AREAS THAT ARE CROSS HATCHED AND INSTALL A TOPSOIL SURFACE. THE MINIMUM TOPSOIL DEPTH SHALL BE FOUR INCHES IN LAWN AREAS AND TWELVE INCHES IN LANDSCAPE PLANTING AREAS. TOPSOIL CHARACTERISTICS SHALL MEET THE DOT SPECIFICATIONS. THE TOPSOIL SURFACE SHALL BE RAKED TO FORM A SMOOTH SURFACE WITH ALL STONES LARGER THAN 1/2" DIA. TO BE REMOVED.
4. CONTRACTOR SHALL PROVIDE CLASS A SOD AND A CHEMICAL FERTILIZER NUTRIENT IN ACCORDANCE WITH THE MUNICIPAL AND STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS. THE SOD SHALL BE OF SPECIES INDIGENOUS TO THE AREA AND SHALL BE OBTAINED FROM A LOCAL SOURCE. AFTER THE SOD IS REQUIRED TO PREVENT SURFACE ON ALL BANKS AND SLOPES. CONTRACTOR SHALL FERTILIZE AND WATER THE SOD UNTIL THE SOD TAKES HOLD. ONCE IN PLACE, THE SOD SHALL BE ROLLED. AT ALL AREAS TO RECEIVE PERMANENT SEEDING, CONTRACTOR SHALL PROVIDE CLASS A SEEDING AND CHEMICAL FERTILIZER NUTRIENT IN ACCORDANCE WITH THE MUNICIPAL AND STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS. FERTILIZE AND WATER UNTIL GRASS TAKES HOLD. SEED, MULCH, AND FERTILIZER SHALL BE APPLIED THRU HYDROMULCHING. ALL SEEDED AREAS UPON WHICH THE GRADE IS SLOPED SHALL BE COVERED WITH A GREEN CURLEX® SINGLE NET BLANKET MANUFACTURED BY AMERICAN EXCELSIOR COMPANY OR APPROVED EQUAL.
5. ALL AREAS TO BE TEMPORARILY SEEDED ARE TO BE SEEDED IN ACCORDANCE WITH THE MUNICIPAL AND STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO WATER ALL LAWN AREAS DURING CONSTRUCTION.
6. PERENNIAL BEDS ARE TO BE PLANTED WITH "HARDY" PLANTS THAT CAN OVER WINTER IN ZONE 5. (AS DEFINED BY THE USDA PLANT HARDINESS ZONE MAP) AND COLDER. ALL PLANTINGS SHALL BE GROWN IN AND TRANSPORTED FROM ONE-GALLON CONTAINERS. PLANT SELECTIONS ARE BASED ON LONGEVITY AND A CONTINUOUS BLOOM PERIOD WITH MINIMAL AMOUNT OF CARE. THE TOP SOIL OR "PLANTING SOIL" DEPTH IN THE PERENNIAL BEDS SHALL BE A MINIMUM OF 1"-6" AND ALL SOILS SHALL BE SCREENED.
7. ALL LANDSCAPED AREAS FINISHED WITH MULCH AND ABUTTING OTHER LANDSCAPED AREAS (OR WHERE OTHERWISE CALLED FOR ON THE SITE LAYOUT PLAN), SHALL BE OUTLINED WITH LANDSCAPE EDGING. LANDSCAPE EDGING SHALL BE OF A HEAVY DUTY POLYETHYLENE/MYNYL WITH HORIZONTAL V-BOTTOM LIPS ON BOTTOM OF EDGING TO PREVENT FROST HEAVE. FURNISH ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED FOR A COMPLETE INSTALLATION OF EDGING. INSTALL EDGING IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

ACCEPTABLE MANUFACTURERS:
OLY-OLA EDGINGS, INC. (EDGE - KING)
VALLEY VIEW INDUSTRIES (BLACK - DIAMOND)
OR APPROVED EQUAL

8. THE WATERING OF ALL LANDSCAPE AREAS SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND SHALL INCLUDE AS A MINIMUM, ONE COMPLETE IRRIGATION APPLICATION EVERY TWO (2) DAYS FOR A TOTAL OF SIX (6) APPLICATIONS. THEREAFTER, IRRIGATION SHALL BE PERFORMED BY THE CONTRACTOR ON AN AS-NEEDED BASIS, UNTIL THE DAY OF THE STORE'S GRAND OPENING TO THE GENERAL PUBLIC. CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN WATER FOR IRRIGATION OFF-SITE VIA TANKER TRUCKS.
9. LANDSCAPING GUARANTEE AND MAINTENANCE SPECIFICATIONS ARE AS FOLLOWS: CONTRACTOR SHALL PROVIDE ALDI INC. WITH A BONDED WRITTEN TWO-YEAR MAINTENANCE AND WARRANTY AGREEMENT (BEGINNING ON THE ALDI INC. POSSESSION DATE). THE AGREEMENT SHALL BE UNCONDITIONAL AND INCLUDE LABOR, MATERIALS, WATERING, FERTILIZING, TRIMMING (EXCLUDING THE CUTTING OF GRASS AREAS) AND THE MAINTENANCE AND REPLACEMENT OF DEAD OR DYING PLANT MATERIAL. THE CONTRACTOR SHALL PROVIDE ALDI INC. WITH A LIST OF SPECIFIC MAINTENANCE INSTRUCTIONS FOR EACH TYPE OF VEGETATION AND PLANT WITH THE WRITTEN AGREEMENT AND BOND.
10. PLANT MATERIAL, INCLUDING LAWN, SHALL BE MAINTAINED IN A SUBSTANTIALLY WELD FREE, HEALTHY GROWING CONDITION, NEAT AND ORDERLY IN APPEARANCE IN ACCORDANCE WITH THE APPROVED SITE PLAN.
11. PLANTS SHALL BE CONTROLLED BY PRUNING, TRIMMING, OR OTHER SUITABLE METHODS SO THAT THEY DO NOT INTERFERE WITH PUBLIC UTILITIES, RESTRICT PEDESTRIAN OR VEHICULAR ACCESS, OR CONSTITUTE A TRAFFIC HAZARD.
12. UNHEALTHY WITHERED, SEVERELY PRUNED, DISEASED OR DEAD PLANTS SHALL BE REPLACED WITH ONE (1) YEAR OR THE NEXT APPROPRIATE PLANTING PERIOD, WHICHEVER COMES FIRST.
13. ALL PLANT MATERIAL SHALL BE HARDY TO THE LOCAL AREA, BE FREE OF DISEASE AND INSECTS AND CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK OF THE AMERICAN NURSERYMEN.
14. ALL AREAS THAT ARE LANDSCAPED AND ARE TO RECEIVE SOD, SEED AND/OR PLANTINGS SHALL BE IRRIGATED, INCLUDING LANDSCAPE AREAS ADJACENT TO THE BUILDING AND PARKING LOT LANDSCAPED PENINSULAS WITH THE USE OF UNDERGROUND PIPE SLEEVES.
15. REFER TO SITE LANDSCAPE PLAN AND IRRIGATION NOTE PAGE FOR FURTHER INFORMATION.
16. CONTRACTOR SHALL BE RESPONSIBLE TO RESTORE ALL DISTURBED PROPERTY TO THE CONDITION WHICH PRESENTLY EXISTS OR BETTER, AND TO ALDI AND THE OWNER'S APPROVAL.

SIGNAGE & FENCING NOTES:

1. THE PLACING OF TRAFFIC CONTROL SIGNS SHALL BE DONE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
2. REGULATORY SIGNAGE (IF SPECIFIED) SHALL BE PER THE STATE DEPARTMENT OF TRANSPORTATION.
3. ALL SIGNAGE SHALL COMPLY WITH THE STATE BARRIER FREE DESIGN REQUIREMENTS AND THE AMERICANS WITH DISABILITIES ACT.
4. AN ALDI APPROVED CONSTRUCTION FENCE SHALL BE PLACED AT THE LIMITS OF CONSTRUCTION. FENCE SHALL MEET ALL MUNICIPAL, STATE, OSHA AND ANY OTHER REGULATORY AGENCY REQUIREMENTS.



FOR PROTECTION OF UNDERGROUND UTILITIES THE CONTRACTOR SHALL CONTACT "JULIE" AT 800-892-0123 OR 811, A MINIMUM OF 3 FULL DAYS PRIOR TO BEGINNING EACH EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED. MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE A PART OF THE "JULIE" ALERT SYSTEM.

Submissions / Revisions:	Date:
1 ISSUED FOR MUNICIPAL REVIEW	05/29/15
2 ISSUED FOR MUNICIPAL REVIEW	07/31/15
3 ISSUED FOR MUNICIPAL REVIEW	08/19/15
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	

 **Weaver Consultants Group**

NORTH CENTRAL, LLC

7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com

 **ALDI Inc.**

ONE ALDI DRIVE
DOWNSIDE, IL 60420
815.941.4000
815.941.4021 FAX

Project Name & Location:
ALDI
4183 NORTH WATER STREET
DECATUR, IL

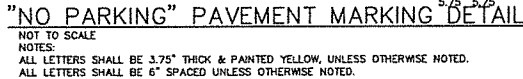
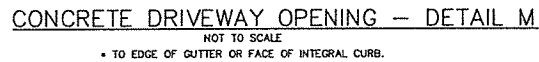
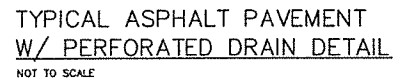
Copyright © 2015
Weaver Consultants Group
www.wcgrp.com

DO NOT SCALE PLANS
Copying, Printing, Software and other processes
may produce errors. Please print on letter or A11
the actual paper or layout. Therefore, scaling of this
drawing may be inaccurate. Contact Weaver
Consultants Group with any need for additional
dimensions or clarifications.

Drawing Name:
GENERAL NOTES PAGE

Date:	08/19/15	Project No.	0917-530
Type:	SITE	Drawing No.	
Drawn By:	RAV		
Approved By:	MHF		
Scale:	AS NOTED		





MOUNTING HEIGHT TO BE VERIFIED BY CONTRACTOR AND SHALL BE IN COMPLIANCE WITH LOCAL MUNICIPAL AND STATE REQUIREMENTS.

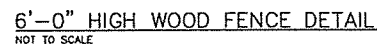
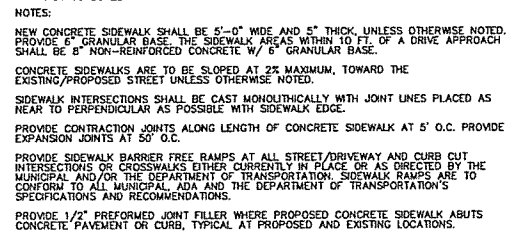


ALL CUTTING, DRILLING OR OTHER POLE MODIFICATION SHALL BE PAINTED WITH GALVANIZING PAINT. ALL BOLTS, NUTS AND WASHERS SHALL BE STAINLESS STEEL.

MOUNTING HEIGHT TO BE VERIFIED BY CONTRACTOR AND SHALL BE IN COMPLIANCE WITH LOCAL MUNICIPAL STATE AND ADA REQUIREMENTS.



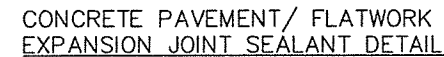
RECOMMENDED COMPACTION TESTS: REFER TO
NOTE PAGE (CIVIL DRAWINGS) FOR FURTHER
INFORMATION.



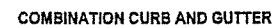
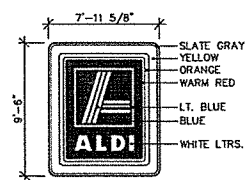
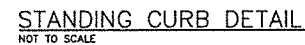
NOTE: ALL FENCE MATERIAL TO BE #1 GRADE - ROUGH SAWN
ON ALL SIDES, TREATED SOUTHERN YELLOW PINE.



NOTE:
CONCRETE TO BE CURED FOR 28 DAYS, DRY & JOINT BLOWN
CLEAN OF ALL DEBRIS W/ HIGH PRESSURE AIR BEFORE
INSTALLATION OF JOINT SEALANT MATERIAL.



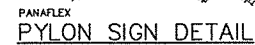
NOTE:
CONCRETE TO BE CURED FOR 28 DAYS, DRY & JOINT BLOWN CLEAN OF ALL DEBRIS
W/ HIGH PRESSURE AIR BEFORE INSTALLATION OF JOINT SEALANT MATERIAL.



NOTES:

1. "T"= SAME AS ADJACENT PAVEMENT OR 8", WHICHEVER IS GREATER.
2. FOR POC PAVEMENT THE BARS SHALL BE A #4 DEFORMED BAR 24" LONG AT 24" CENTERS.
3. THE CURB OR CURB AND GUTTER MAY BE POURED USING AN APPROVED MECHANICAL SLIP FORM CURB MACHINE. IF SLIP FORM, THE PLACEMENT ANY REQUIRED REINFORCING BARS OR DOWN BARS SHALL BE INSTALLED AS DIRECTED BY THE CITY ENGINEER.
4. BITUMINOUS PAVEMENT ADJACENT TO GUTTER WILL BE LAID 1/4" HIGHER THAN EDGE OF GUTTER.

STANDARD# 1010
SHEET #1 OF 2



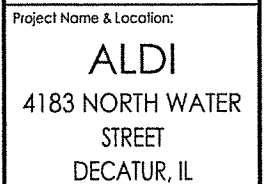
NOT TO SCALE
INTERNALLY ILLUMINATED
CONDUIT REQUIRED FOR ELECTRIC SERVICE TO SIGN
REFER TO SITE PLAN FOR LOCATION AND ARCHITECTURAL DRAWINGS
FOR ADDITIONAL INFORMATION.
(90.83 SQ. FT. EACH FACE)



**Weaver
Consultants
Group**

NORTH CENTRAL, LLC

7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com



DO NOT SCALE PLANS
Copying, Printing, Software and other processes required to produce these prints can stretch or shrink the actual paper or layout. Therefore, scaling of this drawing may be inaccurate. Contact Weaver Consultants Group with any need for additional dimensions or clarifications.

GENERAL	DETAILS	PAGE
---------	---------	------

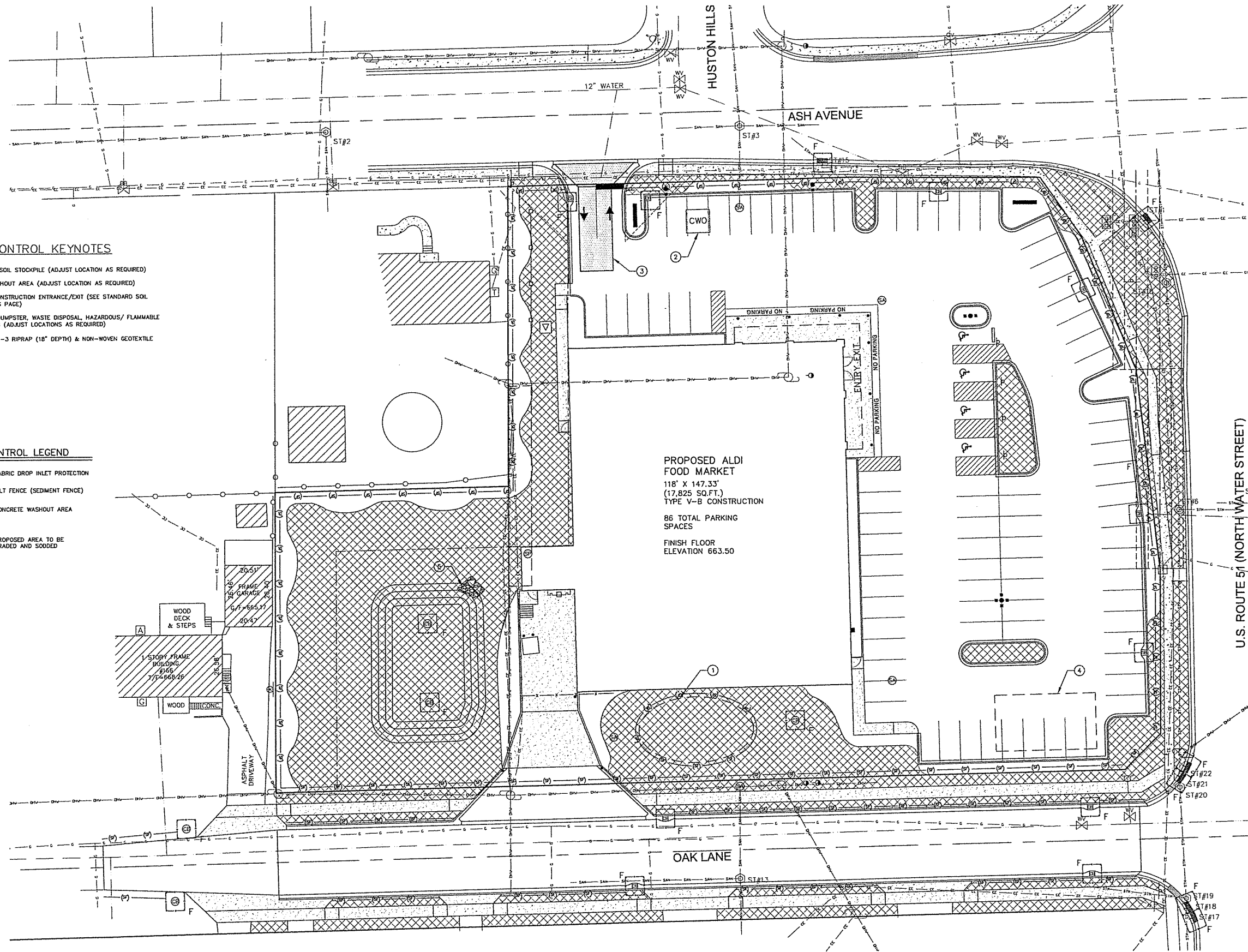
Date:	Project No.
08/19/15	0917-530
Type:	Drawing No.
SITE	C.5 OF 24
Drawn By:	
RAY	
Approved By:	
MHF	
Scale:	
AS NOTED	

SOIL EROSION CONTROL KEYNOTES

- 1 AREA OF TEMPORARY TOPSOIL STOCKPILE (ADJUST LOCATION AS REQUIRED)
- 2 PROPOSED CONCRETE WASHOUT AREA (ADJUST LOCATION AS REQUIRED)
- 3 PROPOSED TEMPORARY CONSTRUCTION ENTRANCE/EXIT (SEE STANDARD SOIL EROSION CONTROL DETAILS PAGE)
- 4 CONSTRUCTION STAGING, DUMPSTER, WASTE DISPOSAL, HAZARDOUS/ FLAMMABLE MATERIAL STORAGE AREAS (ADJUST LOCATIONS AS REQUIRED)
- 5 PROPOSED 5 CYD IDOT RR-3 RIPRAP (18" DEPTH) & NON-WOVEN GEOTEXTILE FILTER FABRIC

EROSION CONTROL LEGEND

- F FABRIC DROP INLET PROTECTION
- (SF) SILT FENCE (SEDIMENT FENCE)
- CWO CONCRETE WASHOUT AREA
- PROPOSED AREA TO BE GRADED AND SODDED



SOIL EROSION CONTROL PLAN

SCALE: 1" = 20'-0"

NOTES:

REFER TO THE GENERAL NOTE PAGE FOR STANDARD SOIL EROSION CONTROL DETAILS FOR MORE INFORMATION

Submissions / Revisions:	Date:
1 ISSUED FOR MUNICIPAL REVIEW	05/29/15
2 ISSUED FOR MUNICIPAL REVIEW	07/31/15
3 ISSUED FOR MUNICIPAL REVIEW	08/19/15
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	

Weaver Consultants Group
NORTH CENTRAL, LLC
7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com

ALDI Inc.
ONE ALDI DRIVE
DOWNS, IL 60420
815.941.4020
815.941.6021 FAX

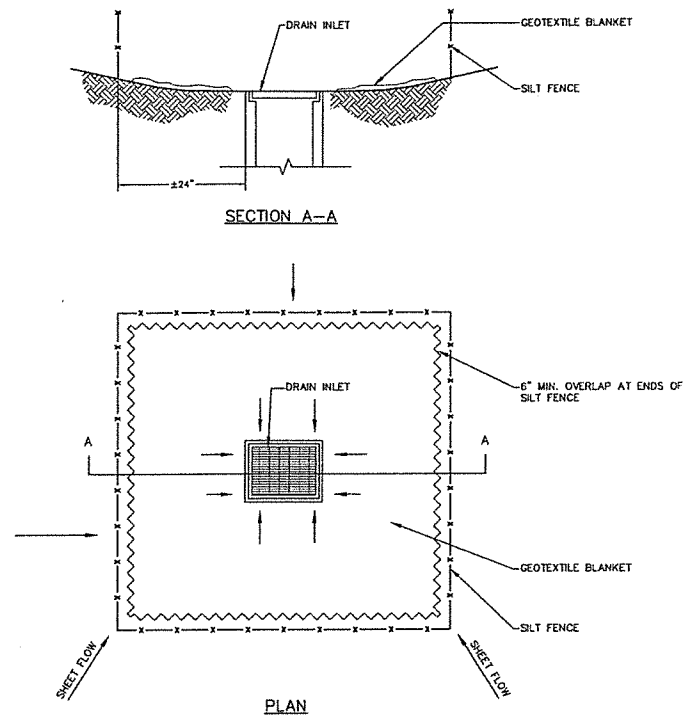
Project Name & Location:
ALDI
4183 NORTH WATER STREET
DECATUR, IL

Copyright © 2015
Weaver Consultants Group
www.wcgrp.com

DO NOT SCALE PLANS
Copying, printing, software and other processes required to produce these plans can distort or shrink the actual paper or layout. Therefore, scaling of this drawing may be inaccurate. Contact Weaver Consultants Group with any need for additional dimensions or clarifications.

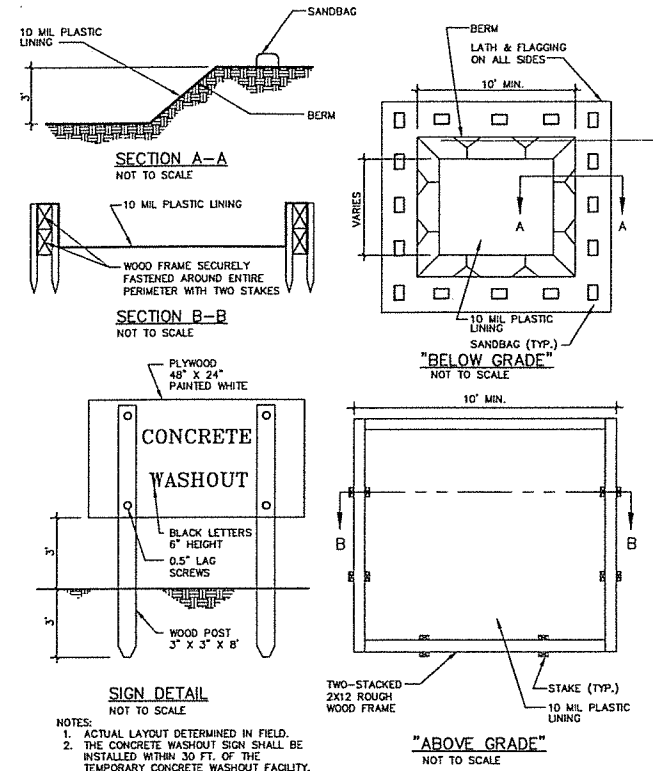
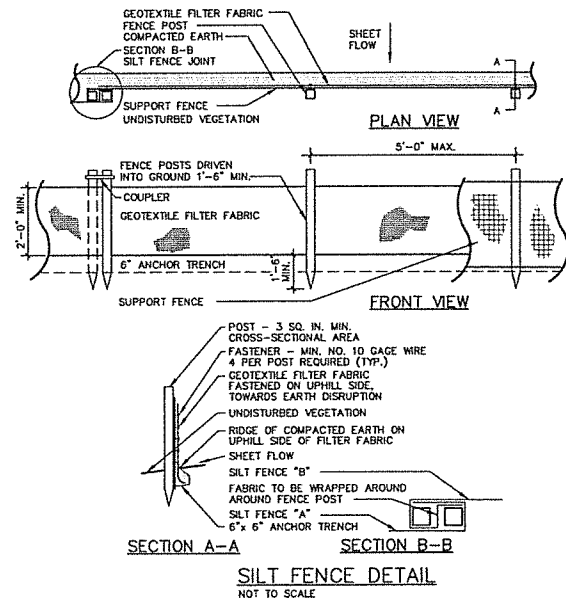
Drawing Name:
SOIL EROSION CONTROL PLAN

Date:	08/19/15	Project No.	0917-530
Type:	SITE	Drawing No.	C.6
Drawn By:	RAV		OF 24
Approved By:	MHF		
Scale:	AS NOTED		

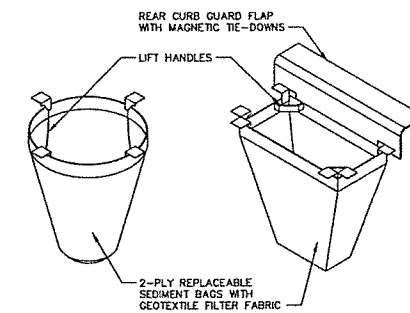
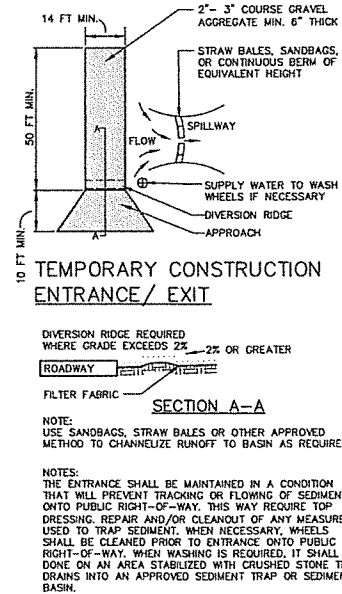


DRAINAGE INLET PROTECTION

- NOTES:
1. FOR USE IN AREAS WHERE GRADING HAS BEEN COMPLETED AND FINAL SOIL STABILIZATION AND SEEDING ARE PENDING.
 2. NOT APPLICABLE IN PAVED AREAS.
 3. NOT APPLICABLE WITH CONCENTRATED FLOWS.



CONCRETE WASHOUT



TEMPORARY INLET SEDIMENT FILTER

NOT TO SCALE

NOTE: TEMPORARY INLET SEDIMENT FILTER TO BE INSTALLED ON ALL STORM STRUCTURES. SEE SITE UTILITY PLAN FOR SIZE AND SHAPE OF CASTINGS. INLET FILTER TO BE SIMILAR TO "FLEXSTORM INLET FILTERS" AS MANUFACTURED BY INLET & PIPE PROTECTION, INC. (847-228-3884). CONTACT MANUFACTURER FOR PROPER INSTALLATION AND MAINTENANCE.

Submissions / Revisions:	Date:
1 ISSUED FOR MUNICIPAL REVIEW	05/29/15
2 ISSUED FOR MUNICIPAL REVIEW	07/31/15
3 ISSUED FOR MUNICIPAL REVIEW	08/19/15
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	

Weaver Consultants Group

NORTH CENTRAL, LLC

7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com

ALDI Inc.

ONE ALDI DRIVE
DOWNSIDE, IL 60420
815.941.6020
815.941.6021 FAX

Project Name & Location:

ALDI

4183 NORTH WATER STREET
DECATUR, IL

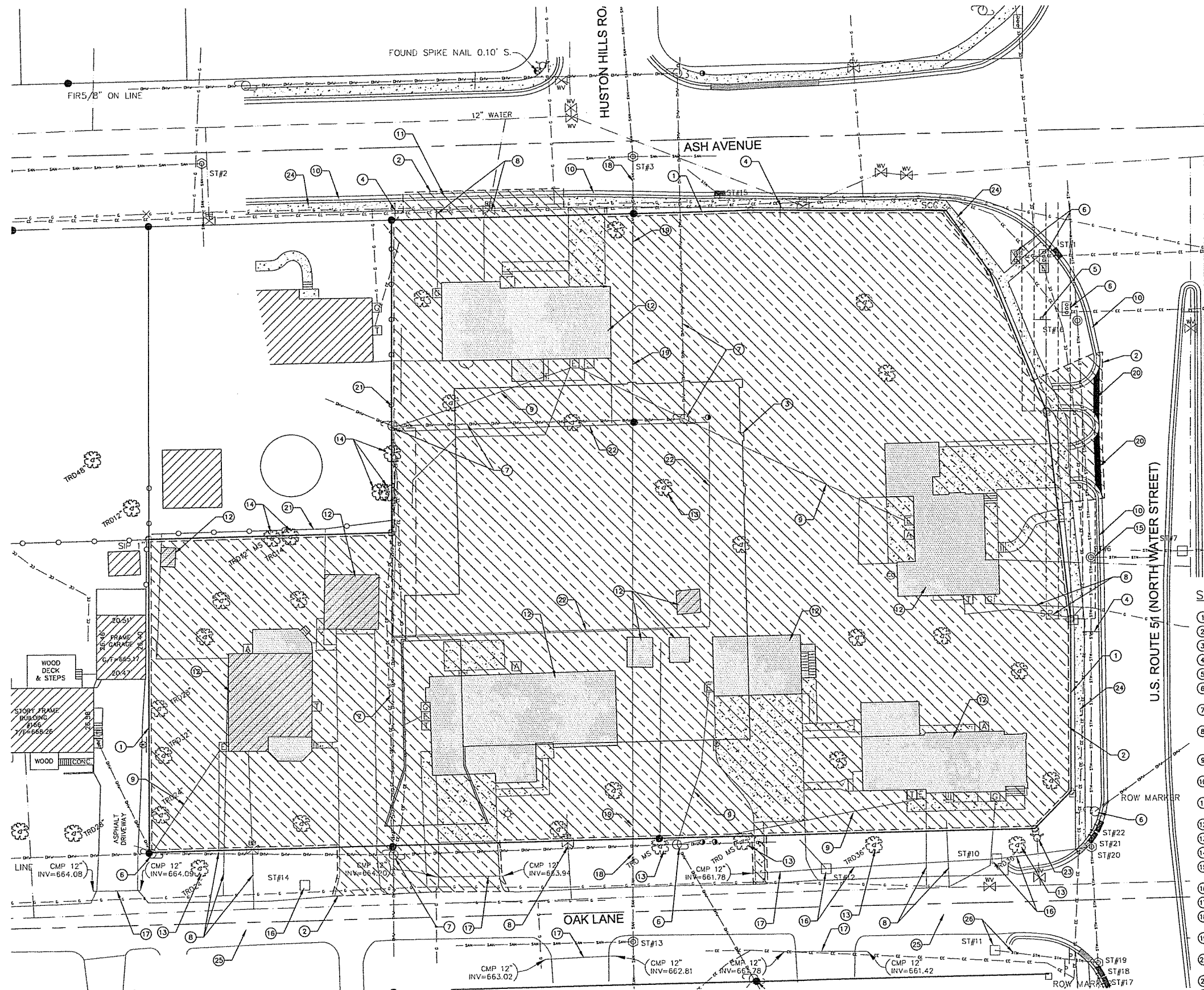
Copyright © 2015
Weaver Consultants Group

DO NOT SCALE PLANS
Copying, Printing, Software and other processes required to produce these prints in electronic or print form are the property of Weaver Consultants Group. No part of this drawing may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, without the prior written permission of Weaver Consultants Group. For more information, contact Weaver Consultants Group.

Drawing Name:

STANDARD SOIL EROSION CONTROL DETAILS

Date:	08/19/15	Project No.	0917-530
Type:	SITE	Drawing No.	C.7
Drawn By:	RAV		OF 24
Approved By:	MHF		
Scale:	AS NOTED		



- LEGEND**
- EXISTING BUILDING INCLUDING FOUNDATIONS AND FOOTINGS TO BE RAZED & WASTED OFF-SITE
 - SAWCUT AND REMOVE ALL EXISTING IMPROVEMENTS INCLUDING BUT NOT LIMITED TO PAVEMENT, SIDEWALKS, TREES, UTILITIES, LIGHT POLES & PEDESTALS, CURBS & GUTTERS FULL DEPTH AND WASTE OFF-SITE UNLESS OTHERWISE NOTED
 - SAWCUT LINE / REMOVAL LIMITS

- SITE DEMOLITION KEYNOTES**
- EXISTING PROPERTY LINE (TYP.)
 - PROPOSED SAWCUT LINE/ PAVEMENT REMOVAL LIMITS (TYP.)
 - PROPOSED BUILDING LIMITS; REFER TO ARCHITECTURAL PLANS
 - EXISTING SIGN TO REMAIN
 - EXISTING MONUMENT SIGN TO REMAIN
 - EXISTING UTILITY POLES, PEDESTALS, TRAFFIC EQUIPMENT, ETC IN RIGHT OF WAY TO REMAIN (TYP.)
 - EXISTING UTILITY POLES, OVERHEAD & UNDERGROUND WIRES TO BE RELOCATED BY ELECTRIC COMPANY (TYP.); COORDINATE ALL WORK W/ MUNICIPALITY & UTILITY COMPANY
 - TERMINATE, REMOVE & CAP ALL WATER, SEWER & ALL OTHER UTILITY SERVICE LEADS FROM THE EXISTING BUILDINGS TO BE RAZED, TO THE SATISFACTION OF THE MUNICIPAL AND/OR UTILITY COMPANIES
 - ALL EXISTING OVERHEAD WIRES CONNECTED TO BUILDINGS TO BE RAZED ARE TO BE REMOVED (TYP.); COORDINATE W/ UTILITY COMPANY
 - EXISTING CONCRETE CURB & GUTTER TO REMAIN; MAINTAIN EXISTING DRAINAGE PATTERN
 - EXISTING CONCRETE CURB & GUTTER TO BE REMOVED; MAINTAIN EXISTING DRAINAGE PATTERN
 - EXISTING BUILDING TO BE RAZED & WASTED OFF-SITE
 - EXISTING TREES WITHIN SITE BOUNDARY TO BE REMOVED (TYP.)
 - EXISTING TREE TO REMAIN (TYP.)
 - EXISTING STORM & SANITARY SEWER STRUCTURES & PIPES TO REMAIN UNLESS OTHERWISE NOTED
 - EXISTING STORM SEWER STRUCTURE & PIPE TO BE REMOVED
 - EXISTING CULVERT TO BE REMOVED
 - PORTION OF EXISTING SANITARY SEWER PIPE TO REMAIN; REFER TO SITE UTILITY PLAN
 - PORTION OF EXISTING SANITARY SEWER PIPE TO BE REMOVED; REFER TO SITE UTILITY PLAN
 - EXISTING CURB CUT TO BE SAWCUT, REMOVED & REPLACED W/ PROPOSED CURB & GUTTER; REFER TO SITE PLAN
 - EXISTING FENCE TO REMAIN (TYP.)
 - EXISTING FENCE TO BE REMOVED (TYP.)
 - EXISTING FIRE HYDRANT TO REMAIN
 - EXISTING CONCRETE SIDEWALK TO REMAIN (TYP.)
 - OAK LANE TO BE IMPROVED AS PART OF PROJECT; REFER TO ROADWAY IMPROVEMENT PLANS FOR REMOVAL LIMITS
 - EXISTING STORM SEWER STRUCTURE TO BE REMOVED; CAP EXISTING PIPE PER MUNICIPAL STANDARDS & SPECIFICATIONS

SITE DEMOLITION PLAN

SCALE: 1" = 20'-0"

NOTES:
1. SEE GENERAL NOTE PAGE FOR MORE INFORMATION

Submissions / Revisions:	Date:
1 ISSUED FOR MUNICIPAL REVIEW	05/29/15
2 ISSUED FOR MUNICIPAL REVIEW	07/31/15
3 ISSUED FOR MUNICIPAL REVIEW	08/19/15
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	

Weaver Consultants Group

NORTH CENTRAL, LLC

7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com

ALDI Inc.

ONE ALDI DRIVE
DOWNEY, IL 60420
815.941.6020
815.941.6021 FAX

Project Name & Location:

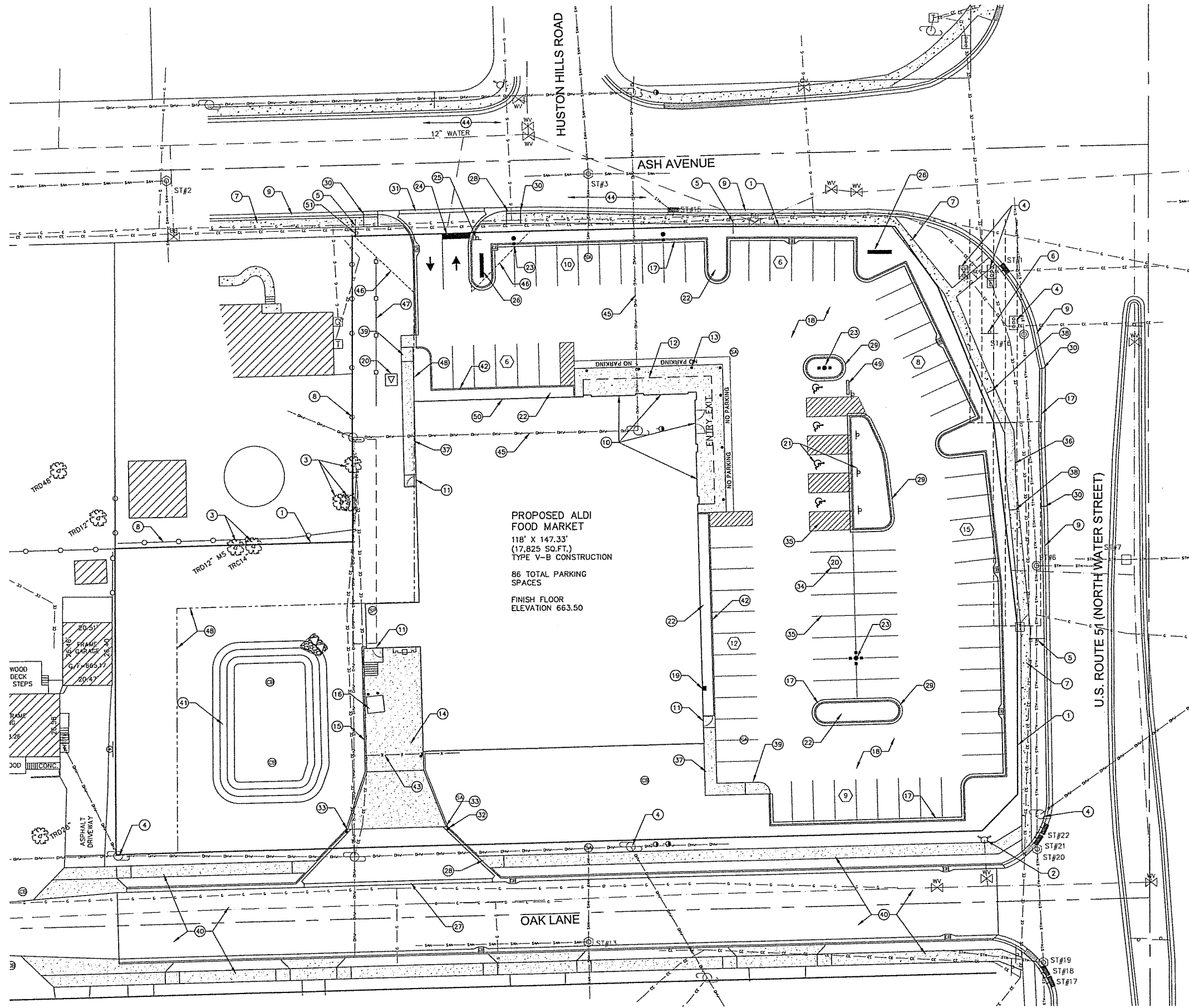
ALDI

4183 NORTH WATER STREET
DECATUR, IL

Copyright © 2015
Weaver Consultants Group

DO NOT SCALE PLANS
Copying, Printing, Software and other processes required to produce these plans are not to be used for any other project. Therefore, scaling of the drawing may be inaccurate. Contact Weaver Consultants Group with any need for additional dimensions or clarifications.

Drawing Name:	
SITE DEMOLITION PLAN	
Date:	Project No.
08/19/15	0917-530
Type:	Drawing No.
SITE	
Drawn By:	
RAV	
Approved By:	
MHF	
Scale:	
AS NOTED	



SIGN PERMITS SHALL BE APPLIED FOR IN ACCORDANCE WITH THE CITY OF DECATUR ZONING ORDINANCES

SITE KEYNOTES

- 1 EXISTING PROPERTY BOUNDARY (TYP.)
- 2 EXISTING FIRE HYDRANT TO REMAIN (TYP.)
- 3 EXISTING TREE TO REMAIN (TYP.)
- 4 EXISTING UTILITY POLES, PEDESTALS, TRAFFIC EQUIPMENT, ETC IN RIGHT OF WAY TO REMAIN (TYP.)
- 5 EXISTING SIGN TO REMAIN
- 6 EXISTING MONUMENT SIGN TO REMAIN
- 7 EXISTING CONCRETE SIDEWALK TO REMAIN (TYP.)
- 8 EXISTING FENCE TO REMAIN (TYP.)
- 9 EXISTING CONCRETE CURB & GUTTER TO REMAIN; MAINTAIN EXISTING DRAINAGE PATTERN
- 10 PROPOSED BUILDING SIGNS
- 11 PROPOSED BUILDING EXIT
- 12 PROPOSED BUILDING CANOPY OVERHANG; REFER TO ARCHITECTURAL PLANS
- 13 PROPOSED 6" BOLLARDS AT CANOPY; REFER TO ARCHITECTURAL PLANS
- 14 DEPRESSED CONCRETE TRUCK DOCK; REFER TO ARCHITECTURAL PLANS
- 15 PROPOSED RETAINING WALL W/ 3.5 FT HIGH MASONRY SCREEN WALL; REFER TO ARCHITECTURAL PLANS
- 16 TRASH BIN W/ (2) 10" PIPE BOLLARDS; REFER ARCHITECTURAL PLANS
- 17 PROPOSED 86.18 CONCRETE CURB & GUTTER (TYP.); REFER TO GENERAL DETAILS PAGE; MATCH ADJACENT PROFILES & ELEVATIONS; DO NOT ALTER DRAINAGE FLOW OR FLOW DIRECTION
- 18 PROPOSED FLEXIBLE OR RIGID PAVEMENT AREA (TYP., REFER TO SITE INFORMATION SHEET)
- 19 PROPOSED EXTERIOR WALL MOUNTED FIRE DEPARTMENT CONNECTION
- 20 PROPOSED CONCRETE PAD FOR ELECTRIC TRANSFORMER (PROPOSED UNDERGROUND ELECTRIC SERVICE)
- 21 (4) BARRIER FREE PARKING SPACES (TYP., PROVIDE SIGNAGE EMBEDDED WITHIN 6" PIPE BOLLARDS (4 LOCATIONS); REFER TO GENERAL DETAILS PAGE FOR ADDITIONAL INFORMATION
- 22 PROPOSED LANDSCAPE AREA (TYP.)
- 23 PROPOSED PARKING LOT LIGHT FIXTURE (TYP.); REFER TO SITE LIGHTING PLAN
- 24 PROVIDE 2" WIDE, PAINTED, WHITE STOP BAR
- 25 INSTALL (30"x30") STOP SIGN PER DOT; MOUNT SIGN IN 6" PIPE BOLLARD
- 26 PROPOSED ALDI PYLON SIGN
- 27 PROPOSED TYPE M DRIVE OPENING; REFER TO GENERAL DETAILS PAGE
- 28 TAPER CONCRETE CURB TO ZERO HEIGHT AT SIDEWALK & PROVIDE BARRIER FREE RAMP TO MEET DRIVEWAY GRADES, MAX. SLOPE 1" PER 12" (TYP. BOTH SIDES OF DRIVE)
- 29 PROPOSED TIP OUT GUTTER (TYP.); REFER TO SITE GRADING PLAN & GENERAL DETAILS PAGE
- 30 CONNECT PROPOSED CONCRETE CURB & GUTTER TO MATCH EXISTING CURB & GUTTER; MATCH EXISTING PROFILE, SECTION & ELEVATIONS AT CONNECTION; PROVIDE PREFORMED JOINT FILLER AT CONNECTION
- 31 PROPOSED TYPE M DRIVE OPENING; SAWCUT & REMOVE EXISTING CONCRETE CURB FULL DEPTH; MATCH ADJACENT PROFILES & ELEVATIONS; DO NOT ALTER DRAINAGE FLOW OR FLOW DIRECTION; REFER TO GENERAL DETAILS PAGE
- 32 PROPOSED 10" PIPE BOLLARDS (TYP.); REFER TO ARCHITECTURAL PLANS
- 33 PROPOSED END OF CONCRETE CURB & GUTTER, BEGINNING OF RETAINING WALL
- 34 PROPOSED NUMBER OF PARKING SPACES IN PARKING ROW COUNT (TYP.)
- 35 PROPOSED PAVEMENT MARKINGS (TYP.)
- 36 PROPOSED 4 FT WIDE REPLACED CONCRETE SIDEWALK
- 37 PROPOSED 5 FT WIDE CONCRETE SIDEWALK; REFER TO GENERAL DETAILS PAGE
- 38 PROPOSED CONCRETE SIDEWALK TO MATCH EXISTING CONCRETE SIDEWALK GRADES AT CONNECTION; PROVIDE 1/2" EXPANSION JOINT AT CONNECTION
- 39 PROVIDE BARRIER FREE RAMP; MAX SLOPE 1" PER 12"; RAMP SHALL MEET ALL ADA REQUIREMENTS; REFER TO SITE GRADING PLAN
- 40 OAK LANE TO BE IMPROVED AS PART OF PROJECT; REFER TO ROADWAY IMPROVEMENT PLANS
- 41 PROPOSED DETENTION AREA; REFER TO SITE GRADING PLAN & SITE UTILITY PLAN
- 42 PROPOSED 6" STANDING CURB (TYP.)
- 43 PROPOSED 40 LFT ELECTRICAL SLIDE GATE SCREENING FENCE; REFER TO ARCHITECTURAL PLANS
- 44 REMOVE BY MILLING EXISTING WHITE PAINTED PARKING SPACE LINES WITHIN ASH AVENUE RIGHT-OF-WAY FROM N. WATER STREET INTERSECTION TO ALDI DRIVE
- 45 EXISTING UTILITY POLES & OVERHEAD WIRES TO BE RELOCATED BY ELECTRIC COMPANY (TYP.); COORDINATE ALL WORK W/ MUNICIPALITY & UTILITY COMPANY
- 46 PROPOSED 25 FT SIGHT TRIANGLE
- 47 PROPOSED 63 LFT - 6 FT HIGH WOOD FENCE OFFSET 10 FT FROM PROPERTY LINE; REFER TO GENERAL DETAILS PAGE
- 48 PROPOSED 26 FT BUFFER YARD; REFER TO SITE LANDSCAPE PLAN
- 49 PROPOSED CONCRETE CURB STOP (TYP.)
- 50 PROPOSED "EMPLOYEE PARKING ONLY" SIGN TO BE MOUNTED ON BUILDING WALL
- 51 PROPOSED "DO NOT BLOCK INTERSECTION" SIGN

Submissions / Revisions:		Date:
1	ISSUED FOR MUNICIPAL REVIEW	05/29/15
2	ISSUED FOR MUNICIPAL REVIEW	07/31/15
3	ISSUED FOR MUNICIPAL REVIEW	08/19/15
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		

**Weaver Consultants Group**
NORTH CENTRAL, LLC
7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com

**ALDI Inc.**
ONE ALDI DRIVE
DOWNSIDE, IL 60420
815.941.4020
815.941.4021 FAX

Project Name & Location:

ALDI
4183 NORTH WATER STREET
DECATUR, IL

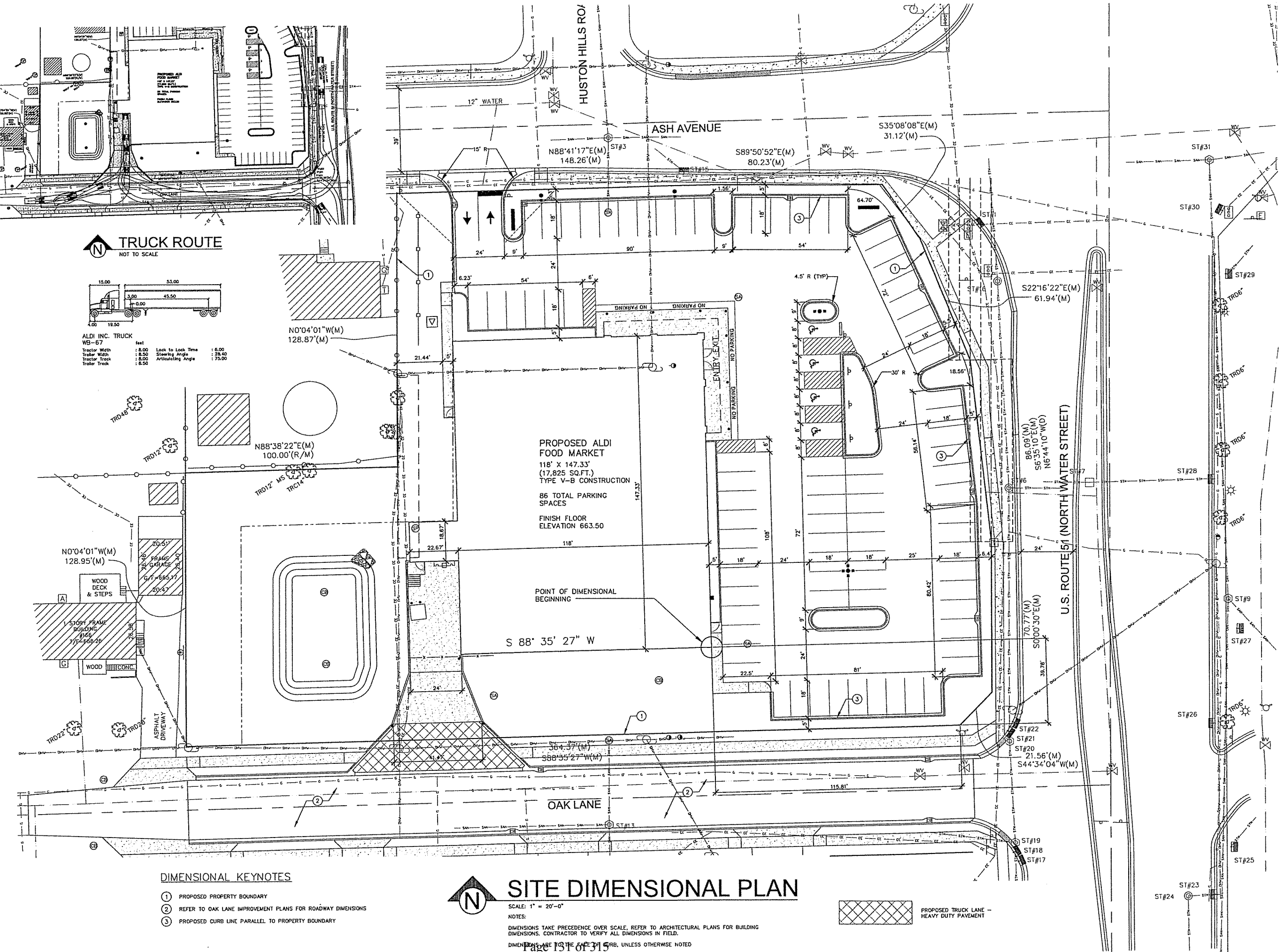
Copyright © 2015
Weaver Consultants Group
www.wcgrp.com

DO NOT SCALE PLANS
Copying, Printing, Software and other processes required to produce these plans can stretch or skew the actual paper or layout. Therefore, scaling of this drawing may be inaccurate. Contact Weaver Consultants Group with any need for additional dimensions or clarifications.

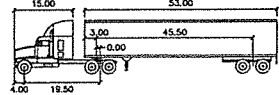
Drawing Name:

SITE PLAN

Date:	08/19/15	Project No.	0917-530
Type:	SITE	Drawing No.	C.9
Drawn By:	RAV		
Approved By:	MHF		
Scale:	AS NOTED		



TRUCK ROUTE
NOT TO SCALE



ALDI INC. TRUCK
WB-67
Tractor Width : 8.00' Lock to Lock Time : 6.00'
Tractor Width : 8.00' Swinging Angle : 28.40'
Tractor Track : 8.00' Articulating Angle : 75.00'
Tractor Track : 8.50'

DIMENSIONAL KEYNOTES

- 1 PROPOSED PROPERTY BOUNDARY
- 2 REFER TO OAK LANE IMPROVEMENT PLANS FOR ROADWAY DIMENSIONS
- 3 PROPOSED CURB LINE PARALLEL TO PROPERTY BOUNDARY



SITE DIMENSIONAL PLAN

SCALE: 1" = 20'-0"
NOTES:
DIMENSIONS TAKE PRECEDENCE OVER SCALE, REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD.
DIMENSIONS ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.



Submissions / Revisions:	Date:
1 ISSUED FOR MUNICIPAL REVIEW	05/29/15
2 ISSUED FOR MUNICIPAL REVIEW	07/31/15
3 ISSUED FOR MUNICIPAL REVIEW	08/19/15
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	

Weaver
Consultants
Group
NORTH CENTRAL, LLC
7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com

ALDI Inc.
ONE ALDI DRIVE
DOWNS, IL 60420
815.941.6020
815.941.6021 FAX

Project Name & Location:
ALDI
4183 NORTH WATER STREET
DECATUR, IL

Copyright © 2015
Weaver Consultants Group
www.wcgrp.com

DO NOT SCALE PLANS
Copying, Printing, Software and other processes
required to produce these plans can stretch or shrink
the actual paper or screen. Therefore, scaling of this
drawing may be inaccurate. Contact Weaver
Consultants Group with any need for additional
dimensions or clarifications.

Drawing Name:
SITE
DIMENSIONAL
PLAN

Date:	08/19/15	Project No.	0917-530
Type:	SITE	Drawing No.	C.10
Drawn By:	RAV		OF 24
Approved By:	MHF		
Scale:	AS NOTED		

Submissions / Revisions:	Date:
1 ISSUED FOR MUNICIPAL REVIEW	05/29/15
2 ISSUED FOR MUNICIPAL REVIEW	07/31/15
3 ISSUED FOR MUNICIPAL REVIEW	08/19/15
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	

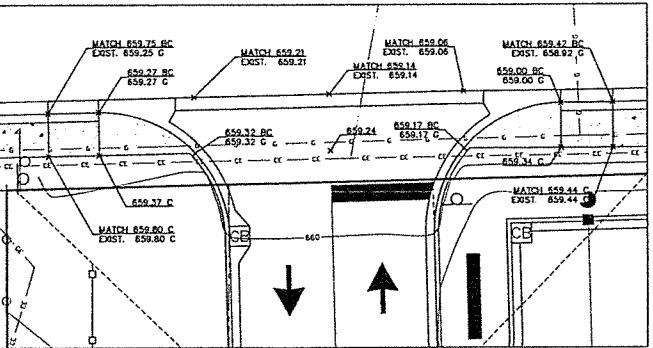
Weaver Consultants Group
NORTH CENTRAL, LLC
7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com

ALDI Inc.
ONE ALDI DRIVE
DOWNTOWN, IL 60420
815.941.6020
815.941.6021 FAX

Project Name & Location:
ALDI
4183 NORTH WATER STREET
DECATUR, IL

Copyright © 2015
Weaver Consultants Group
www.wcgrp.com
DO NOT SCALE PLANS
Copying, Printing, Software and other processes
required to produce these plans can distort or skew
the actual paper or layout. Therefore, scaling of the
drawing may be inaccurate. Contact Weaver
Consultants Group with any need for additional
dimensions or clarifications.

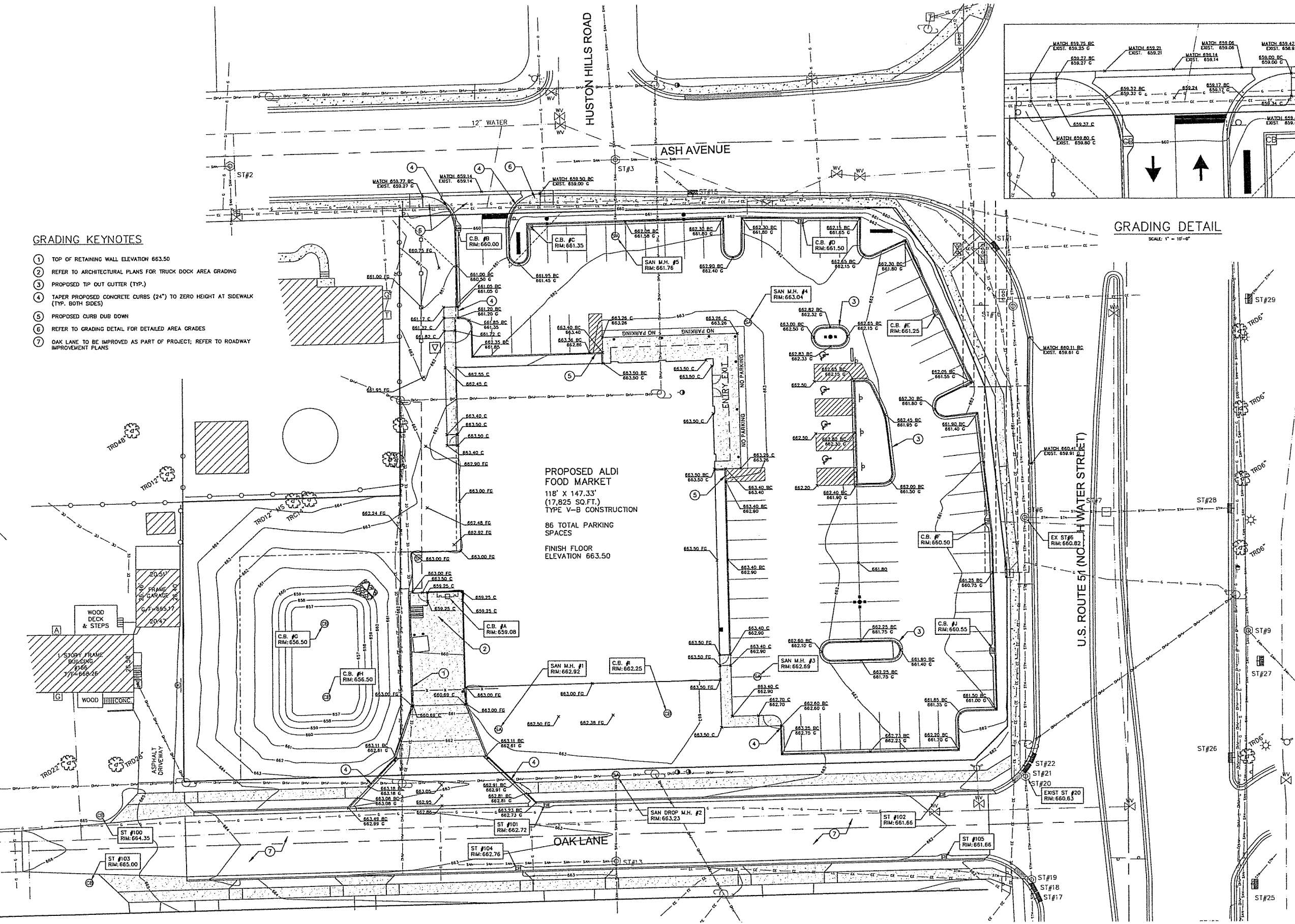
Drawing Name:	SITE GRADING PLAN
Date:	08/19/15
Type:	SITE
Drawn By:	RAV
Approved By:	MHF
Scale:	AS NOTED
Project No.	0917-530
Drawing No.	C.11
	OF 24



GRADING DETAIL
SCALE: 1" = 10'-0"

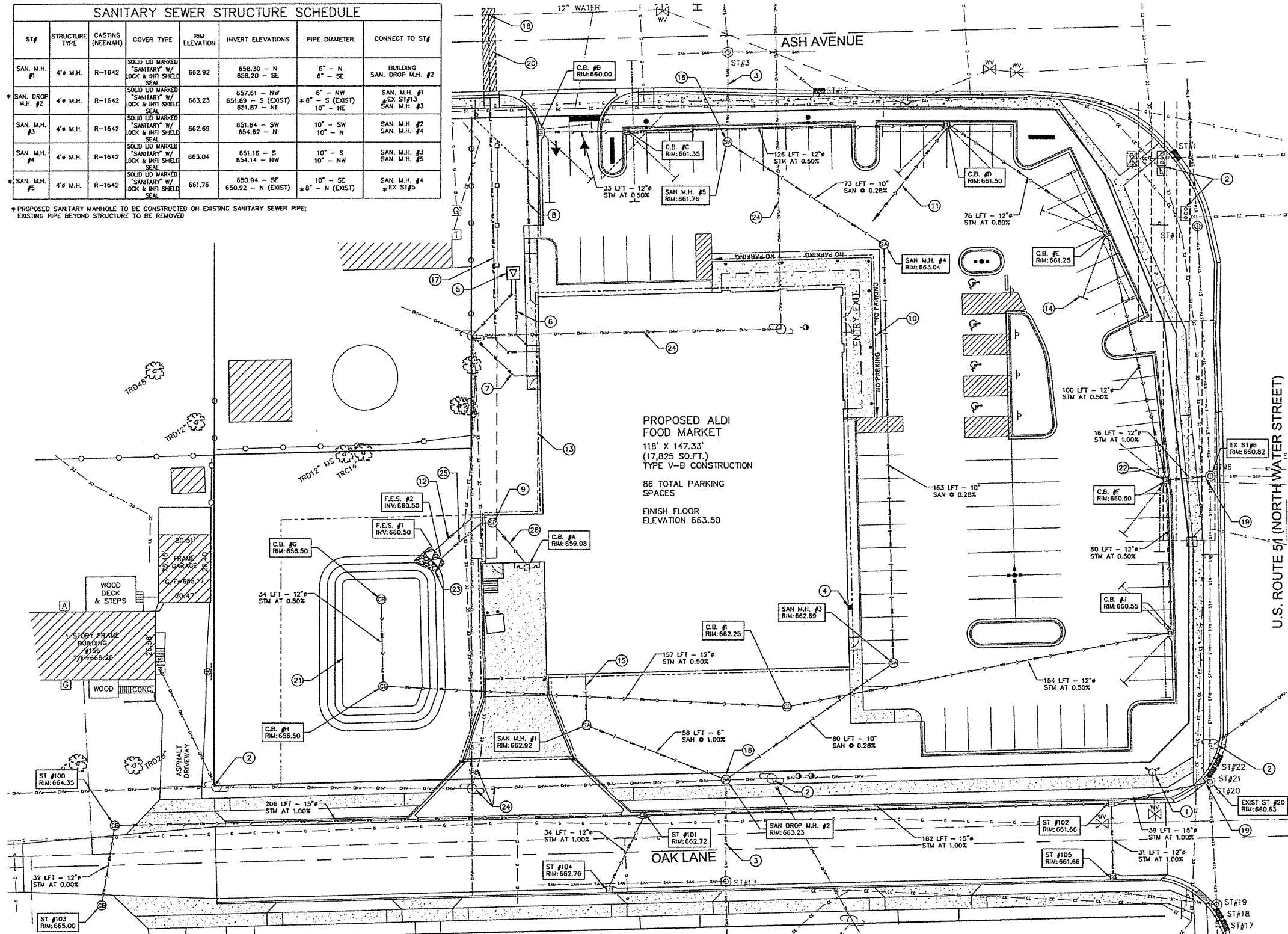
GRADING KEYNOTES

- 1 TOP OF RETAINING WALL ELEVATION 663.50
- 2 REFER TO ARCHITECTURAL PLANS FOR TRUCK DOCK AREA GRADING
- 3 PROPOSED TIP OUT GUTTER (TYP.)
- 4 TAPER PROPOSED CONCRETE CURBS (24") TO ZERO HEIGHT AT SIDEWALK (TYP. BOTH SIDES)
- 5 PROPOSED CURB DUB DOWN
- 6 REFER TO GRADING DETAIL FOR DETAILED AREA GRADES
- 7 OAK LANE TO BE IMPROVED AS PART OF PROJECT; REFER TO ROADWAY IMPROVEMENT PLANS



SANITARY SEWER STRUCTURE SCHEDULE						
ST#	STRUCTURE TYPE	CASTING (NEENAH)	COVER TYPE	RIM ELEVATION	INVERT ELEVATIONS	PIPE DIAMETER
SAN. M.H. #1	4" M.H.	R-1642	SOLID LID MARKED "SANITARY" W/ LOCK & RFI SHIELD SEAL	662.92	658.30 - N 658.20 - SE	6" - N 6" - SE
SAN. DROP M.H. #2	4" M.H.	R-1642	SOLID LID MARKED "SANITARY" W/ LOCK & RFI SHIELD SEAL	663.23	657.61 - NW 651.87 - S (EXIST) 651.87 - NE	6" - NW 6" - S (EXIST) 10" - NE
SAN. M.H. #3	4" M.H.	R-1642	SOLID LID MARKED "SANITARY" W/ LOCK & RFI SHIELD SEAL	662.69	651.64 - SW 654.62 - N	10" - SW 10" - N
SAN. M.H. #4	4" M.H.	R-1642	SOLID LID MARKED "SANITARY" W/ LOCK & RFI SHIELD SEAL	663.04	651.16 - S 654.14 - NW	10" - S 10" - NW
SAN. M.H. #5	4" M.H.	R-1642	SOLID LID MARKED "SANITARY" W/ LOCK & RFI SHIELD SEAL	661.76	650.94 - SE 650.92 - N (EXIST)	10" - SE 8" - N (EXIST)

* PROPOSED SANITARY MANHOLE TO BE CONSTRUCTED ON EXISTING SANITARY SEWER PIPE.
EXISTING PIPE BEYOND STRUCTURE TO BE REMOVED



UTILITY KEYNOTES

- EXISTING FIRE HYDRANT TO REMAIN (TYP.)
- EXISTING UTILITY POLES, PEDESTALS, TRAFFIC EQUIPMENT, ETC IN RIGHT OF WAY TO REMAIN (TYP.)
- PORTION OF EXISTING SANITARY SEWER PIPE TO REMAIN; REFER TO SITE UTILITY PLAN
- PROPOSED EXTERIOR WALL MOUNTED FIRE DEPARTMENT CONNECTION
- PROPOSED CONCRETE PAD FOR ELECTRIC TRANSFORMER (PROPOSED UNDERGROUND ELECTRIC SERVICE)
- PROPOSED UNDERGROUND ELECTRIC SERVICE; COORDINATE FINAL LOCATION W/ UTILITY COMPANY
- PROPOSED UNDERGROUND TELEPHONE SERVICE; COORDINATE FINAL LOCATION W/ UTILITY COMPANY
- PROPOSED UNDERGROUND GAS SERVICE; COORDINATE FINAL LOCATION W/ UTILITY COMPANY
- PROPOSED BUILDING SUMP PUMP & PIT; REFER TO ARCHITECTURAL PLANS
- AT EDGE OF BUILDING CONCRETE APRON ENTRY, PROVIDE 4" PERFORATED DRAIN SLOPED & CONNECTED TO CANOPY ROOF DRAIN; PROVIDE MANUFACTURER'S FABRICATED CONNECTIONS AT ALL JOINTS & END PLUG OR CAP; REFER TO ARCHITECTURAL PLANS FOR DETAIL
- 6" STORM SEWER FROM CANOPY DOWN SPOUTS TO C.B. #D AT 0.50% MIN; REFER TO ARCHITECTURAL PLANS FOR CONTINUATION
- CONNECT INTERNAL BUILDING ROOF DRAINS TO F.E.S. #1; REFER TO ARCHITECTURAL PLANS
- PROPOSED 6" BUILDING FOOTING DRAINS, CONNECT FOOTING DRAINS TO SUMP PUMP PIT; REFER TO ARCHITECTURAL PLANS
- ±25 FT - 4" PERFORATED DRAINS (TYP.), DRAINS SHALL BE SLOPED AT 0.3% MIN & CONNECTED TO STORM STRUCTURE; PROVIDE MANUFACTURER'S FABRICATED CONNECTIONS AT ALL JOINTS AND END PLUG OR CAP
- 20 LFT - 6" SANITARY SEWER SERVICE AT 1.00% MIN; SEE ARCHITECTURAL PLANS FOR CONTINUATION OF 6" SANITARY SEWER SERVICE LINE WITHIN BUILDING; INV. 658.50
- INSTALL SAN DROP M.H. #2 & SAN M.H. #5 ON EXISTING SANITARY SEWER PIPE; FIELD VERIFY CONNECTION LOCATION & INVERT ELEVATION; VERIFY ALL WORK W/ THE MUNICIPALITY AND/OR UTILITY COMPANY
- 145 LFT - 6" WATER LINE FOR FIRE SUPPRESSION SYSTEM & POTABLE WATER SERVICE; LINES TO BE SPLIT INSIDE OF BUILDING; REFER TO ARCHITECTURAL PLANS
- CONNECT PROPOSED 6" WATER SERVICE TO 12" WATER MAIN UTILIZING A 12" X 6" PRESSURE TAPPING SLEEVE & 6" GATE VALVE W/ VALVE BOX; FIELD VERIFY CONNECTION LOCATION; VERIFY ALL WORK WITH MUNICIPALITY AND/OR UTILITY/WATER COMPANIES
- CORE DRILL EXISTING STORM STRUCTURE TO CONNECT PROPOSED STORM SEWER SYSTEM; VERIFY ALL WORK WITH THE IDOT, MUNICIPALITY AND/OR UTILITY COMPANIES
- PROPOSED REMOVAL & REPLACEMENT OF EXISTING PAVEMENT & CURB & GUTTER FOR PROPOSED WATER SERVICE CONNECTION; ALL REMOVED PAVEMENT SHALL BE PER CITY OF DECATUR STANDARDS & SPECIFICATIONS; MATCH EXISTING PAVEMENT GRADES; THE MAINTENANCE OF TRAFFIC SHALL MEET ALL MUNICIPAL & STATE REQUIREMENTS & SPECIFICATIONS; ALL WORK SHALL BE VERIFIED & COORDINATED W/ MUNICIPALITY AND/OR UTILITY COMPANIES
- PROPOSED STORMWATER DETENTION AREA
- PROPOSED STORMWATER CONTROL STRUCTURE; PROVIDE 6 X 6 SCHEDULE 40 PVC CROSS GROUDED WITHIN PROPOSED 12" OUTLET PIPE
- PROVIDE IDOT RR-3 RIPRAP OVER NON-WOVEN GEOTEXTILE FABRIC AT PIPE OUTLETS; MEET ALL MUNICIPAL & DOT STANDARDS & SPECIFICATIONS; REFER TO SOIL EROSION CONTROL PLAN
- EXISTING UTILITY POLES & OVERHEAD WIRES TO BE RELOCATED BY ELECTRIC COMPANY (TYP.); COORDINATE ALL WORK W/ MUNICIPALITY & UTILITY COMPANY
- CONNECT BUILDING SUMP PUMP & PIT TO F.E.S. #2
- CONNECT PROPOSED TRUCK DOCK CATCH BASIN C.B. #A TO BUILDING SUMP PUMP & PIT; REFER TO ARCHITECTURAL PLANS

STORM SEWER STRUCTURE SCHEDULE						
ST#	STRUCTURE TYPE	CASTING (NEENAH)	COVER TYPE	RIM ELEVATION	INVERT ELEVATIONS	PIPE DIAMETER
C.B. #A	2' SQ. C.B. W/ 6" SUMP	R-3210-Q	TYPE "Q" GRATE	659.08	657.08 - N	10" - NW
C.B. #B	4' C.B. W/ 2' SUMP	R-3015	TYPE "S" GRATE W/ BARRED CURB BOX	660.00	657.00 - E	12" - E
C.B. #C	4' C.B. W/ 2' SUMP	R-3015	TYPE "S" GRATE W/ BARRED CURB BOX	661.35	656.83 - W 656.83 - E	12" - W 12" - E
C.B. #D	4' C.B. W/ 2' SUMP	R-3015	TYPE "S" GRATE W/ BARRED CURB BOX	661.50	AS REQUIRED 656.82 - SE	SEE ARCH PLANS 12" - SE
C.B. #E	4' C.B. W/ 2' SUMP	R-3015	TYPE "S" GRATE W/ BARRED CURB BOX	661.25	655.82 - NW 655.82 - SE	12" - NW 12" - SE
C.B. #F	4' C.B. W/ 2' SUMP	R-3015	TYPE "S" GRATE W/ BARRED CURB BOX	660.50	655.33 - NW 651.48 - S 651.48 - E	12" - NW 12" - S 12" - E (W/ 6" TEE)
C.B. #G	4' C.B. W/ 2' SUMP	R-2560-EA	BEEHIVE GRATE	656.50	653.50 - S	12" - S
C.B. #H	4' C.B. W/ 2' SUMP	R-2560-EA	BEEHIVE GRATE	656.50	653.33 - N 653.33 - E	12" - N 12" - E
C.B. #I	4' C.B. W/ 2' SUMP	R-2560-EA	BEEHIVE GRATE	662.25	652.55 - W 652.55 - E	12" - W 12" - E

STORM SEWER STRUCTURE SCHEDULE						
ST#	STRUCTURE TYPE	CASTING (NEENAH)	COVER TYPE	RIM ELEVATION	INVERT ELEVATIONS	PIPE DIAMETER
C.B. #J	4' C.B. W/ 2' SUMP	R-3015	TYPE "S" GRATE W/ BARRED CURB BOX	660.55	651.78 - W 651.78 - N	12" - W 12" - N
C.B. #K	4' C.B. W/ 2' SUMP	R-2560-EA	BEEHIVE GRATE	663.25	658.29 - E	12" - E
ALL F.E.S.	CONCRETE FLARED END SECTION	~	GALVANIZED STEEL ANIMAL GRATE	~	SEE PLANS	SEE PLANS
ST #100	DECATUR STD #3000	DECATUR STD #3043	TYPE B GRATE	664.35	660.38 - S 660.38 - E	15" - S** 15" - E**
ST #101	DECATUR STD #3010	DECATUR STD #3034	TYPE 3V	662.72	658.32 - SW 658.32 - W 658.32 - E	15" - SW** 15" - W** 15" - E**
ST #102	DECATUR STD #3010	DECATUR STD #3034	TYPE 3V	661.66	656.50 - S 656.50 - W 656.50 - E	15" - S** 15" - W** 15" - E**

STORM SEWER STRUCTURE SCHEDULE						
ST#	STRUCTURE TYPE	CASTING (NEENAH)	COVER TYPE	RIM ELEVATION	INVERT ELEVATIONS	PIPE DIAMETER
ST #102	DECATUR STD #3010	DECATUR STD #3034	TYPE 3V	661.66	656.50 - S 656.50 - W 656.50 - E	15" - S** 15" - W** 15" - E**
ST #103	DECATUR STD #3010	DECATUR STD #3043	TYPE B GRATE	665.00	660.38 - N	15" - N**
ST #104	DECATUR STD #3010	DECATUR STD #3034	TYPE 3V	662.76	658.66 - NE	15" - NE**
ST #105	DECATUR STD #3000	DECATUR STD #3034	TYPE 3V	661.66	656.81 - N	15" - N**
EX ST#6	~	~	~	660.82	651.32 - W (PROP) 643.42 - E (EXIST) 643.42 - S (EXIST) 643.42 - N (EXIST)	12" - W (PROP) 36" - E (PROP) 36" - S (EXIST) 36" - N (EXIST)
EX ST#20	~	~	~	660.63	656.11 - W (PROP) 656.11 - NW (EXIST) 653.90 - NE (EXIST) 644.03 - W (EXIST) 644.03 - S (EXIST) 644.03 - N (EXIST)	12" - NW (EXIST) 8" - NE (EXIST) 12" - W (EXIST) 36" - S (EXIST) 36" - N (EXIST)

* EXISTING STORM SEWER PIPE TO BE REMOVED; REFER TO SITE DEMOLITION PLAN
** STORM SEWER PIPES ALONG OAK LANE SHALL BE IDOT TYPE III PIPE

Submissions / Revisions:	Date:
1 ISSUED FOR MUNICIPAL REVIEW	05/29/15
2 ISSUED FOR MUNICIPAL REVIEW	07/31/15
3 ISSUED FOR MUNICIPAL REVIEW	08/19/15
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	

Weaver Consultants Group
NORTH CENTRAL, LLC
7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com

ALDI Inc.
ONE ALDI DRIVE
DOWNTOWN, IL 60420
815.941.6020
815.941.6021 FAX

Project Name & Location:
ALDI
4183 NORTH WATER STREET
DECATUR, IL

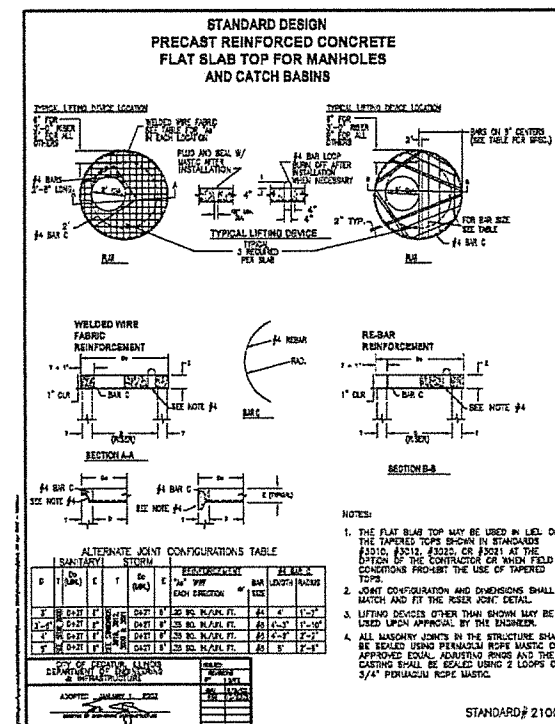
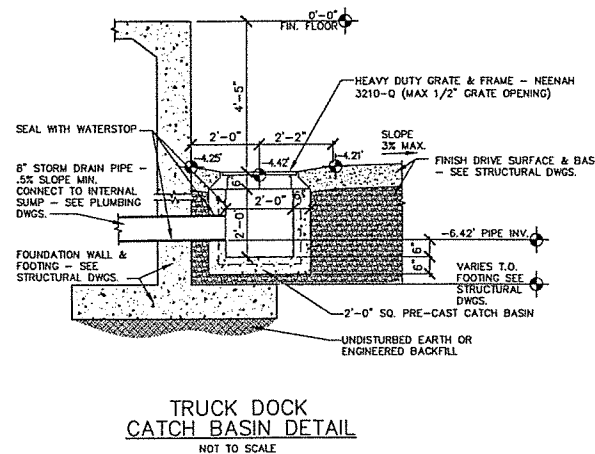
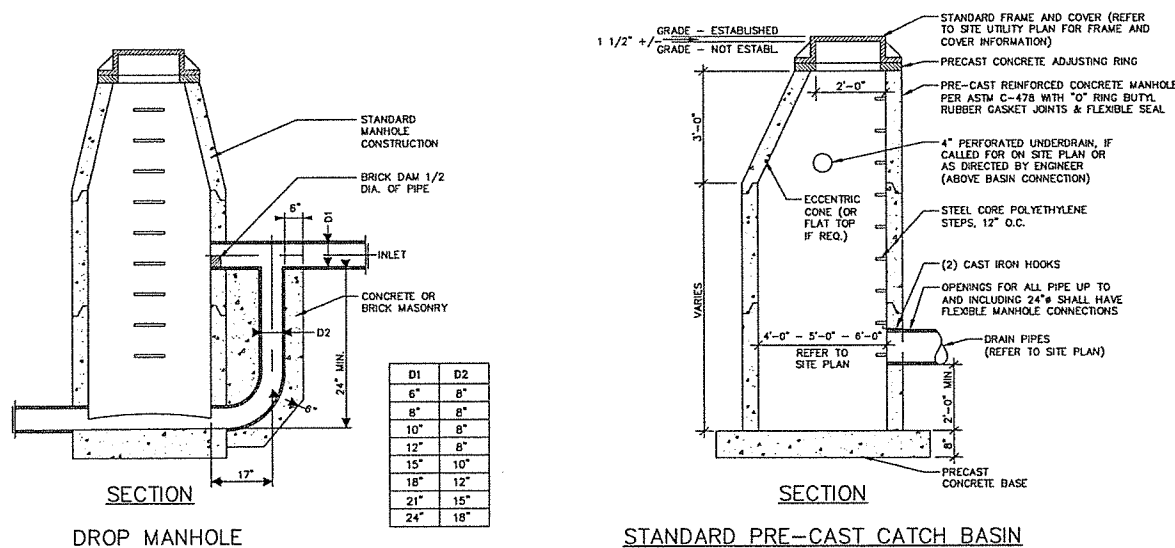
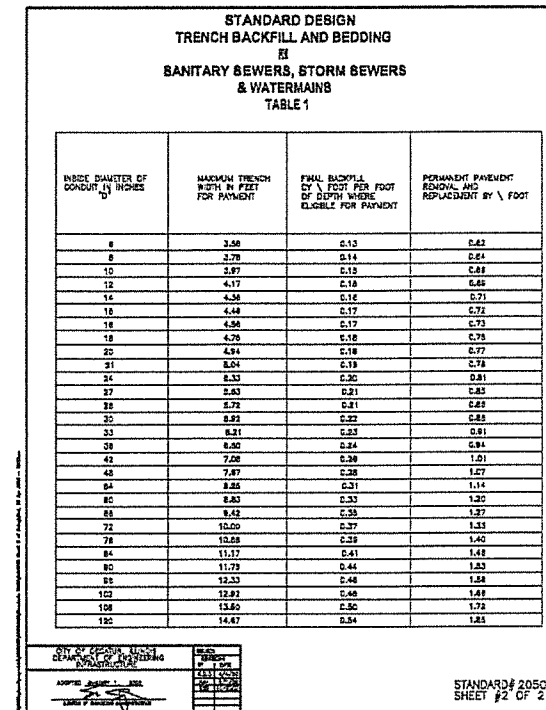
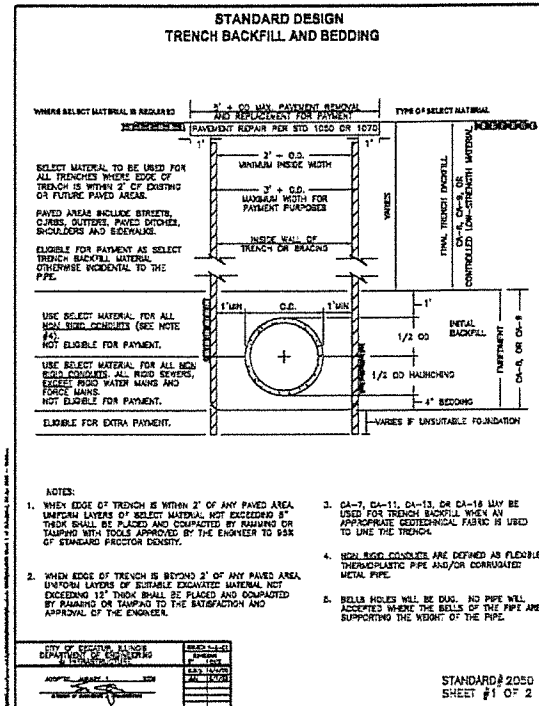
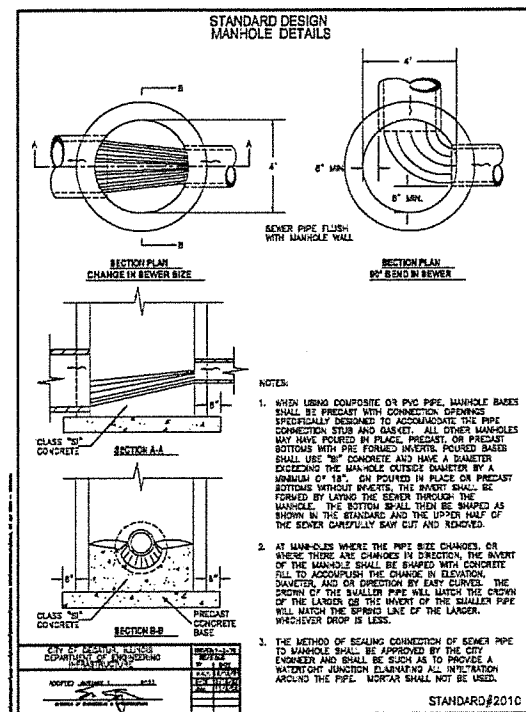
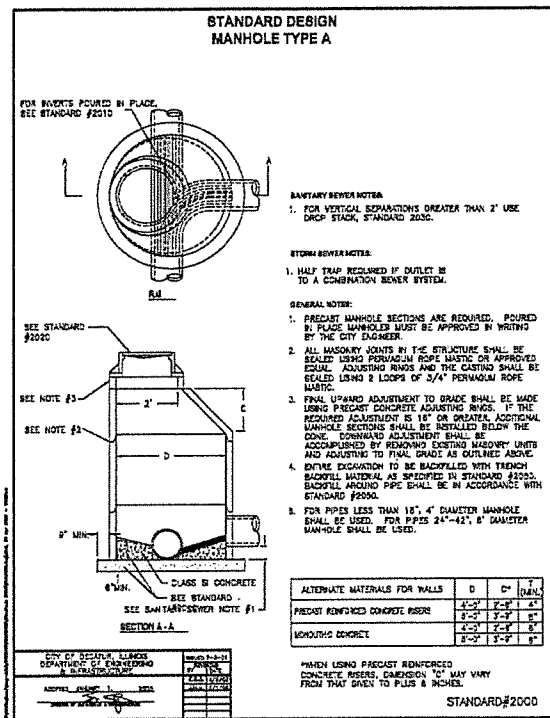
Copyright © 2015
Weaver Consultants Group
www.wcgrp.com

DO NOT SCALE PLANS
Copying, Printing, Software and other processes required to produce these plans can stretch or shrink the actual paper or layout. Therefore, scaling of this drawing may be inaccurate. Contact Weaver Consultants Group with any need for additional dimensions or clarifications.

Drawing Name:
SITE UTILITY PLAN

Date: 08/19/15 Project No. 0917-530
Type: SITE Drawing No.
Drawn By: RAV
Approved By: MHF
Scale: AS NOTED

C.12
OF 24



Submissions / Revisions:	Date:
1 ISSUED FOR MUNICIPAL REVIEW	05/29/15
2 ISSUED FOR MUNICIPAL REVIEW	07/31/15
3 ISSUED FOR MUNICIPAL REVIEW	08/19/15
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	

Weaver Consultants Group

NORTH CENTRAL, LLC

7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com

ALDI Inc.

ONE ALDI DRIVE
DOWNSIDE, IL 60420
815.941.6020
815.941.6021 FAX

Project Name & Location:

ALDI

4183 NORTH WATER STREET
DECATUR, IL

Copyright © 2015
Weaver Consultants Group

DO NOT SCALE PLANS
Copying, Printing, Software and other processes required to produce these plans are the property of the original owner. Therefore, scaling of this drawing may be inaccurate. Contact Weaver Consultants Group with any need for additional dimensions or clarifications.

Drawing Name:

STANDARD SEWER DETAILS

Date: 08/19/15 Project No: 0917-530

Type: SITE Drawing No:

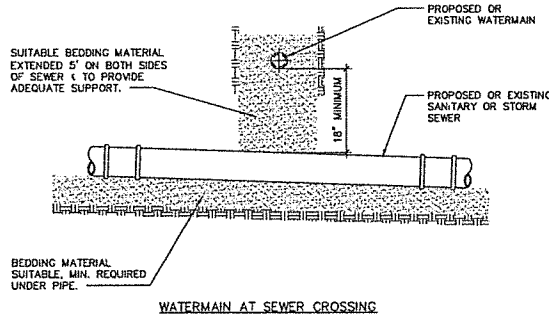
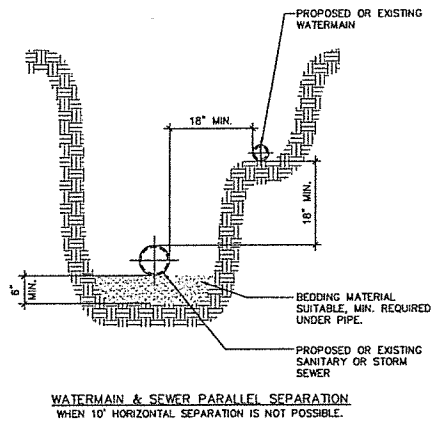
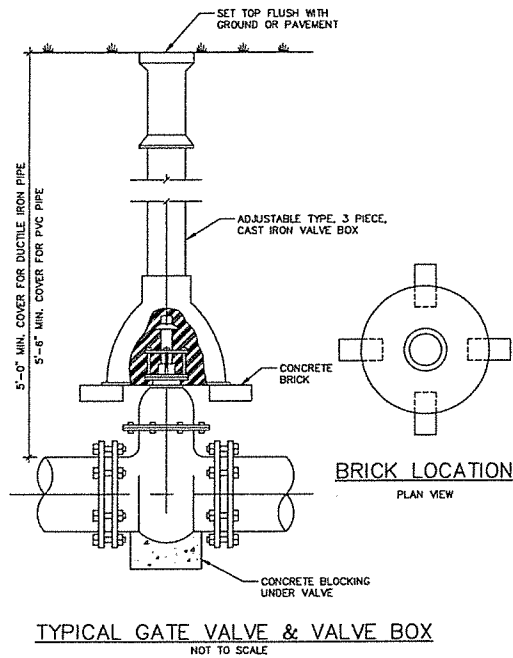
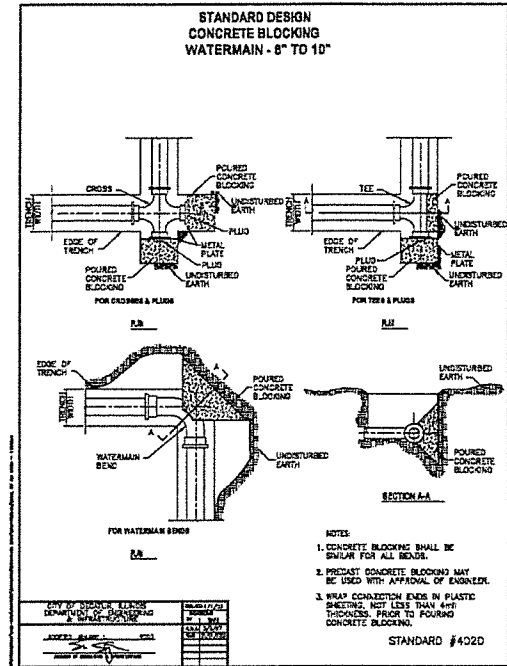
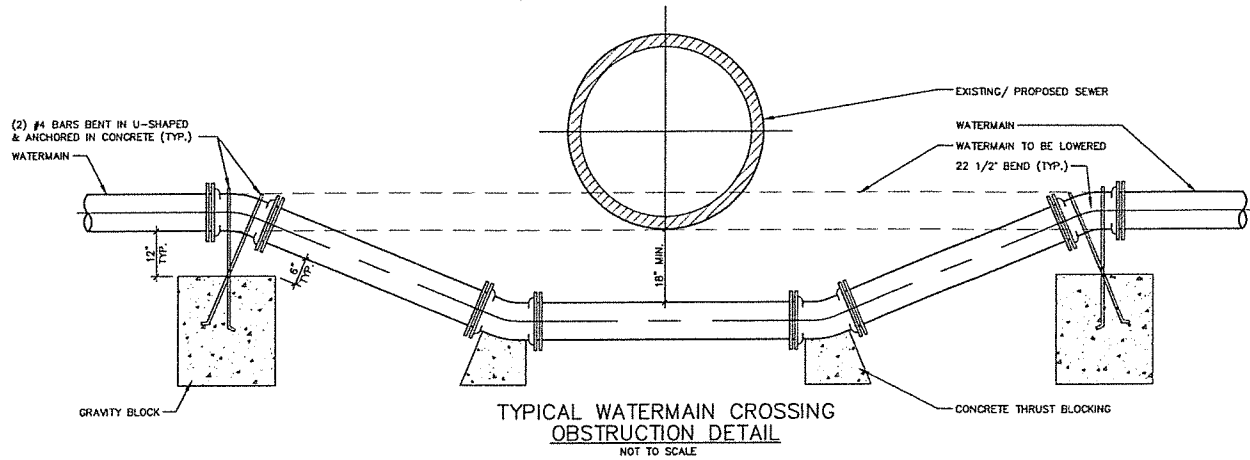
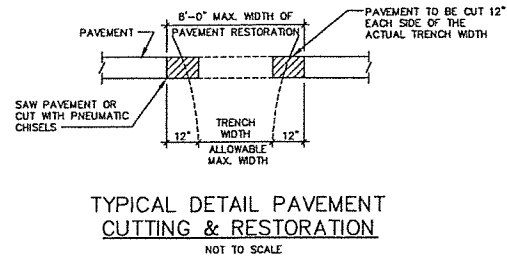
Drawn By: RAV

Approved By: MHF

Scale: AS NOTED

C.13

OF 24



WATER & SEWER SEPARATION

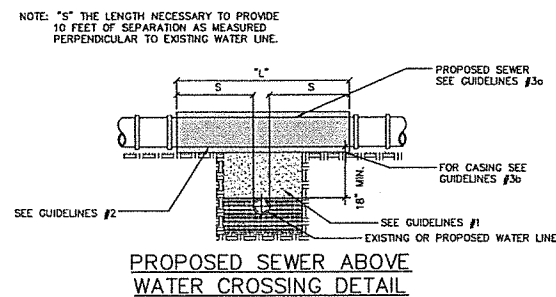
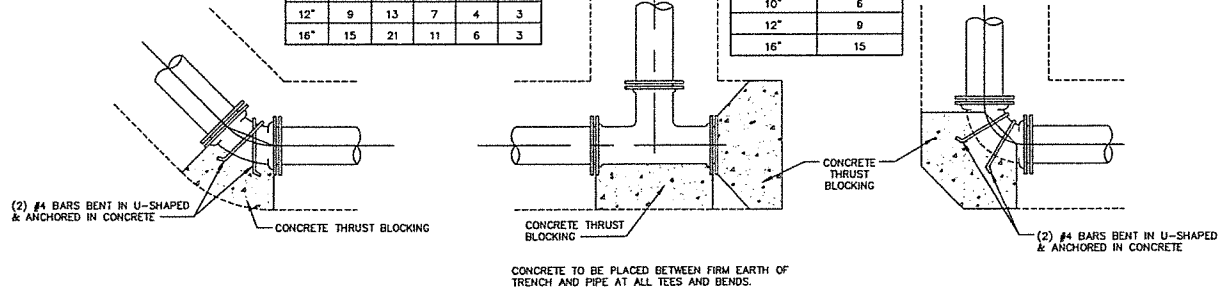
NOTE: WHERE 10' HORIZONTAL SEPARATION AND MINIMUM DEPTH CANNOT BE ACHIEVED, RE-ROUTE WATER SERVICE IN ORDER TO ACHIEVE SEPARATION.

ALL PIPING MATERIAL AND DEPTH REQUIREMENTS MUST MEET MUNICIPAL STANDARDS.

AN 18" MINIMUM VERTICAL SEPARATION SHOULD BE MAINTAINED.

PIPE SIZE	BLOCKING FOR PLUGS & ENDS					
	PLUG	90	45	22 1/2"	11 1/2"	1"
4"	2	3	2	1	1	1
6"	2	3	2	1	1	1
8"	3	5	3	2	2	2
10"	6	8	5	3	2	2
12"	9	13	7	4	3	3
16"	15	21	11	6	3	3

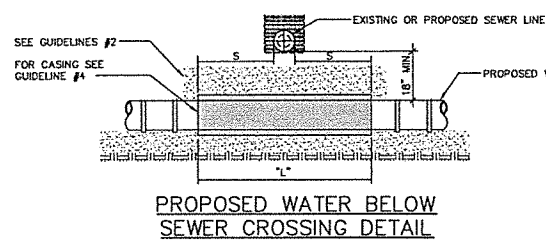
SIZE OF RUN	BLOCKING FOR TEES & WYES	
	OUTSIDE FACE AREA (SQ. FT)	2
6" OR LESS	2	
8"	3	
10"	6	
12"	9	
16"	15	



GUIDELINES:

1. IF SELECT GRANULAR BACKFILL EXISTS: REMOVE WITHIN WIDTH OF PROPOSED SEWER TRENCH AND REPLACE WITH SELECT EXCAVATED MATERIAL (CLASS IV) AND COMPACT.
2. OMIT SELECT GRANULAR EMBEDMENT AND GRANULAR BACKFILL TO ONE (1) FOOT OVER TOP OF SEWER AND USE SELECT EXCAVATED MATERIAL (CLASS IV) AND COMPACT THE LENGTH OF "L" FEET.
- 3a. CONSTRUCT "L" FEET OF PROPOSED SEWER WITH WATER MAIN QUALITY MATERIAL AND PRESSURE TEST, OR;
- 3b. USE "L" FEET OF WATER MAIN QUALITY MATERIAL FOR CASING OF PROPOSED SEWER AND SEAL ENDS OF CASING.

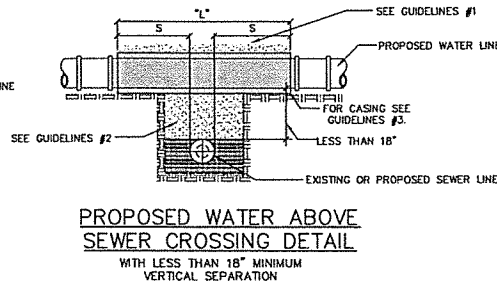
NOTE: "S" THE LENGTH NECESSARY TO PROVIDE 10 FEET OF SEPARATION AS MEASURED PERPENDICULAR TO EXISTING SEWER LINE.



GUIDELINES:

1. OMIT SELECT GRANULAR EMBEDMENT AND GRANULAR BACKFILL TO ONE (1) FOOT OVER TOP OF WATER LINE AND USE SELECT EXCAVATED MATERIAL (CLASS IV) AND COMPACT THE LENGTH OF "L" FEET.
2. IF SELECT GRANULAR BACKFILL EXISTS, REMOVE WITHIN WIDTH OF EXISTING SEWER LINE TRENCH AND REPLACE WITH SELECT EXCAVATED MATERIAL (CLASS IV) AND COMPACT.
3. PROVIDE ADEQUATE SUPPORT FOR EXISTING SEWER LINE TO PREVENT DAMAGE DUE TO SETTLEMENT.
4. USE "L" FEET OF WATER MAIN QUALITY MATERIAL FOR CASING OF PROPOSED WATER LINE AND SEAL ENDS OF CASING.

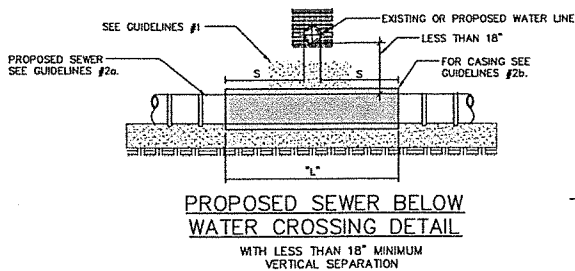
NOTE: "S" THE LENGTH NECESSARY TO PROVIDE 10 FEET OF SEPARATION AS MEASURED PERPENDICULAR TO EXISTING WATER LINE.



GUIDELINES:

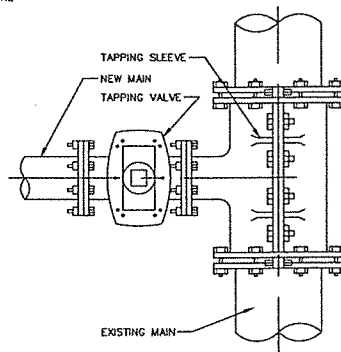
1. OMIT SELECT GRANULAR EMBEDMENT AND GRANULAR BACKFILL TO ONE (1) FOOT OVER TOP OF WATER LINE AND USE SELECT EXCAVATED MATERIAL (CLASS IV) AND COMPACT THE LENGTH OF "L" FEET.
2. IF SELECT GRANULAR BACKFILL EXISTS, REMOVE WITHIN WIDTH OF EXISTING SEWER LINE TRENCH AND REPLACE WITH SELECT EXCAVATED MATERIAL (CLASS IV) AND COMPACT.
3. USE "L" FEET OF WATER MAIN QUALITY MATERIAL FOR CASING OF PROPOSED WATER LINE AND SEAL ENDS OF CASING.

NOTE: "S" THE LENGTH NECESSARY TO PROVIDE 10 FEET OF SEPARATION AND MEASURED PERPENDICULAR TO EXISTING SEWER LINE.



GUIDELINES:

1. OMIT SELECT GRANULAR EMBEDMENT AND GRANULAR BACKFILL TO ONE (1) FOOT OVER TOP OF SEWER AND USE SELECT EXCAVATED MATERIAL (CLASS IV) AND COMPACT THE LENGTH OF "S" FEET ON EACH SIDE OF WATER LINE.
- 2a. CONSTRUCT "L" FEET OF PROPOSED SEWER WITH WATER MAIN QUALITY MATERIAL AND PRESSURE TEST, OR;
- 2b. USE "L" FEET OF WATER MAIN QUALITY MATERIAL FOR CASING OF PROPOSED SEWER AND SEAL ENDS OF CASING.
3. PROVIDE ADEQUATE SUPPORT FOR EXISTING WATER LINE QUALITY TO PREVENT DAMAGE DUE TO SETTLEMENT OF SEWER TRENCH.



CONNECTING NEW MAIN TO EXISTING MAIN

Submissions / Revisions:	Date:
1 ISSUED FOR MUNICIPAL REVIEW	05/29/15
2 ISSUED FOR MUNICIPAL REVIEW	07/31/15
3 ISSUED FOR MUNICIPAL REVIEW	08/19/15
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	

Weaver Consultants Group
NORTH CENTRAL, LLC

7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com

ALDI Inc.
ONE ALDI DRIVE
DOWNTOWN, IL 60420
815.941.6020
815.941.6021 FAX

Project Name & Location:
ALDI
4183 NORTH WATER STREET
DECATUR, IL

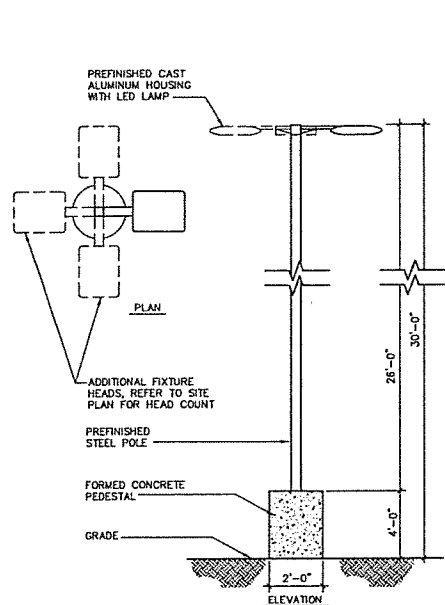
Copyright © 2015
Weaver Consultants Group
www.wcgrp.com

DO NOT SCALE PLANS
Copying, Printing, Software and other processes required to produce these plans can stretch or shrink the actual paper or layout. Therefore, scaling of this drawing may be inaccurate. Contact Weaver Consultants Group with any need for additional dimensions or clarifications.

Drawing Name:
STANDARD WATER DETAILS

Date: 08/19/15 Project No. 0917-530
Type: SITE Drawing No.
Drawn By: RAV
Approved By: MHF
Scale: AS NOTED

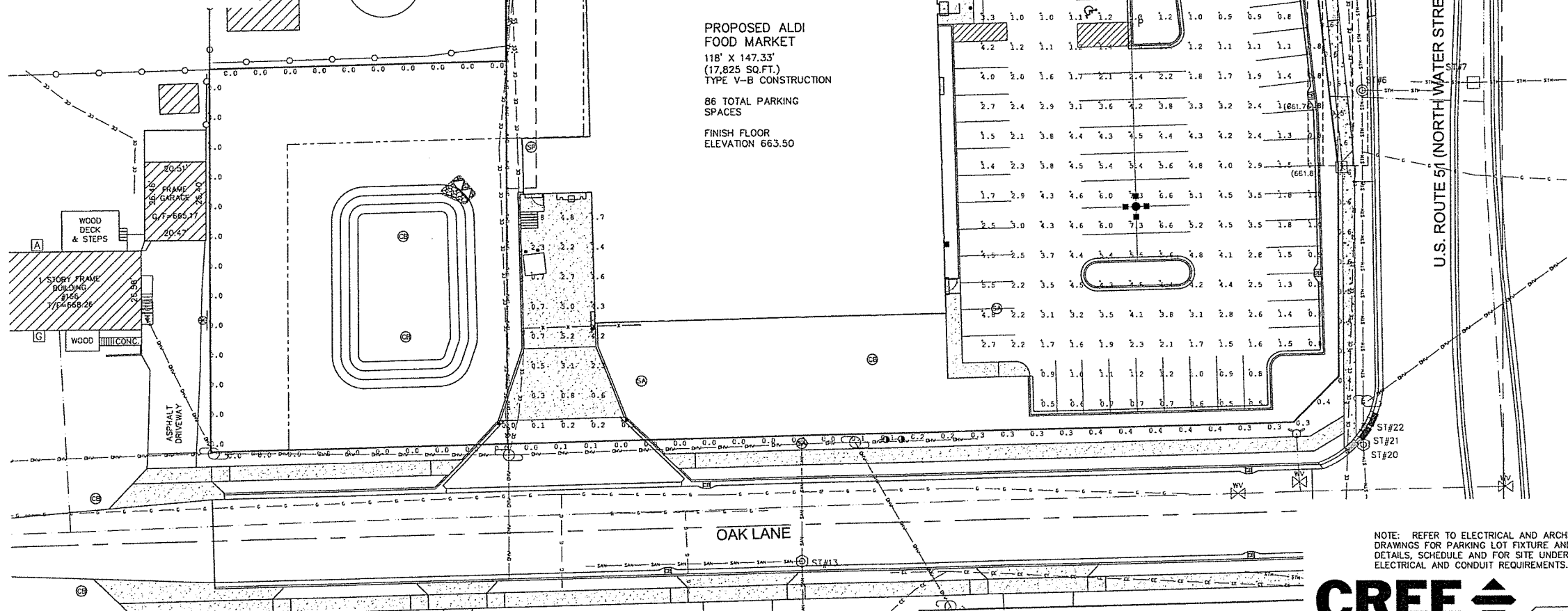
C.14
OF 24



30' PARKING LOT LIGHT FIXTURE
NOT TO SCALE

NOTE: CONDUIT REQUIRED FOR ELECTRIC SERVICE TO POLE. REFER TO SITE PLAN AND/OR SITE LIGHTING PLAN FOR ADDITIONAL INFORMATION. SEE ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION AND LIGHTING SPECIFICATIONS.

LIGHT POLE PEDESTAL FACES SHALL BE PLACED 2'-0" FROM FACE OF CURB LINE.



Symbol	Qty	Label	Arrangement	LLF	Description	Total Watts	Lumens/Lamp
L31	8	L31	SINGLE	1.030	XSPVNDMG-UCSP	252	4109
L32	6	L32	SINGLE	1.030	AL-KWLED-UD-CS-120	258.42	N/A
L33	6	L33	BACK-2-BACK	1.030	OSQ-A-NM-4ME-A-5TK-UL-CS-WY-OSQ-DACS-DIRECT-ARM	224	11412
L34	1	L34	4 @ 90 DEGREES	1.030	OSQ-A-NM-4ME-A-5TK-UL-CS-WY-OSQ-DACS-DIRECT-ARM	448	11412
L35	2	OSQ 4ME w BLS	SINGLE	1.030	OSQ-A-NM-4ME-A-5TK-UL-CS-WY-OSQ-DACS-WY-OSQ-BLSM	224	8747

Label	Calc Type	Avg	Max	Min	Avg/Min	Max/Min
DOCK	Illuminance	2.58	7.8	0.0	N/A	N/A
PAVEMENT	Illuminance	2.30	6.4	0.5	4.60	18.80
PROPERTY LINE	Illuminance	0.37	2.1	0.0	N/A	N/A

NATIONAL ACCOUNT PRICING, PLEASE CALL MIKE KREINER AT CREE LIGHTING.
224-250-1561 OR MIKE.KREINER@CREE.COM

POLE SCHEDULE:
(1) CL-SSP-4011-25-D1-CS-ABL (5' X 25' SQUARE STEEL POLE)
(1) CL-SSP-4011-25-D2-CS-ABL (5' X 25' SQUARE STEEL POLE)
(1) CL-SSP-4011-25-D6-CS-ABL (5' X 25' SQUARE STEEL POLE)
PROPOSED POLES MEET 100 MPH SUSTAINED WINDS

NOTE: REFER TO ELECTRICAL AND ARCHITECTURAL DRAWINGS FOR PARKING LOT FIXTURE AND FOUNDATION DETAILS, SCHEDULE AND FOR SITE UNDERGROUND ELECTRICAL AND CONDUIT REQUIREMENTS.



SITE LIGHTING PLAN

SCALE: 1" = 20'-0"

Submissions / Revisions:	Date:
1 ISSUED FOR MUNICIPAL REVIEW	05/29/15
2 ISSUED FOR MUNICIPAL REVIEW	07/31/15
3 ISSUED FOR MUNICIPAL REVIEW	08/19/15
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	

Weaver Consultants Group
NORTH CENTRAL, LLC
7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com

ALDI Inc.
ONE ALDI DRIVE
DOWNSIDE, IL 60420
815.941.6020
815.941.6021 FAX

Project Name & Location:
ALDI
4183 NORTH WATER STREET
DECATUR, IL

Copyright © 2015
Weaver Consultants Group
www.wcgrp.com

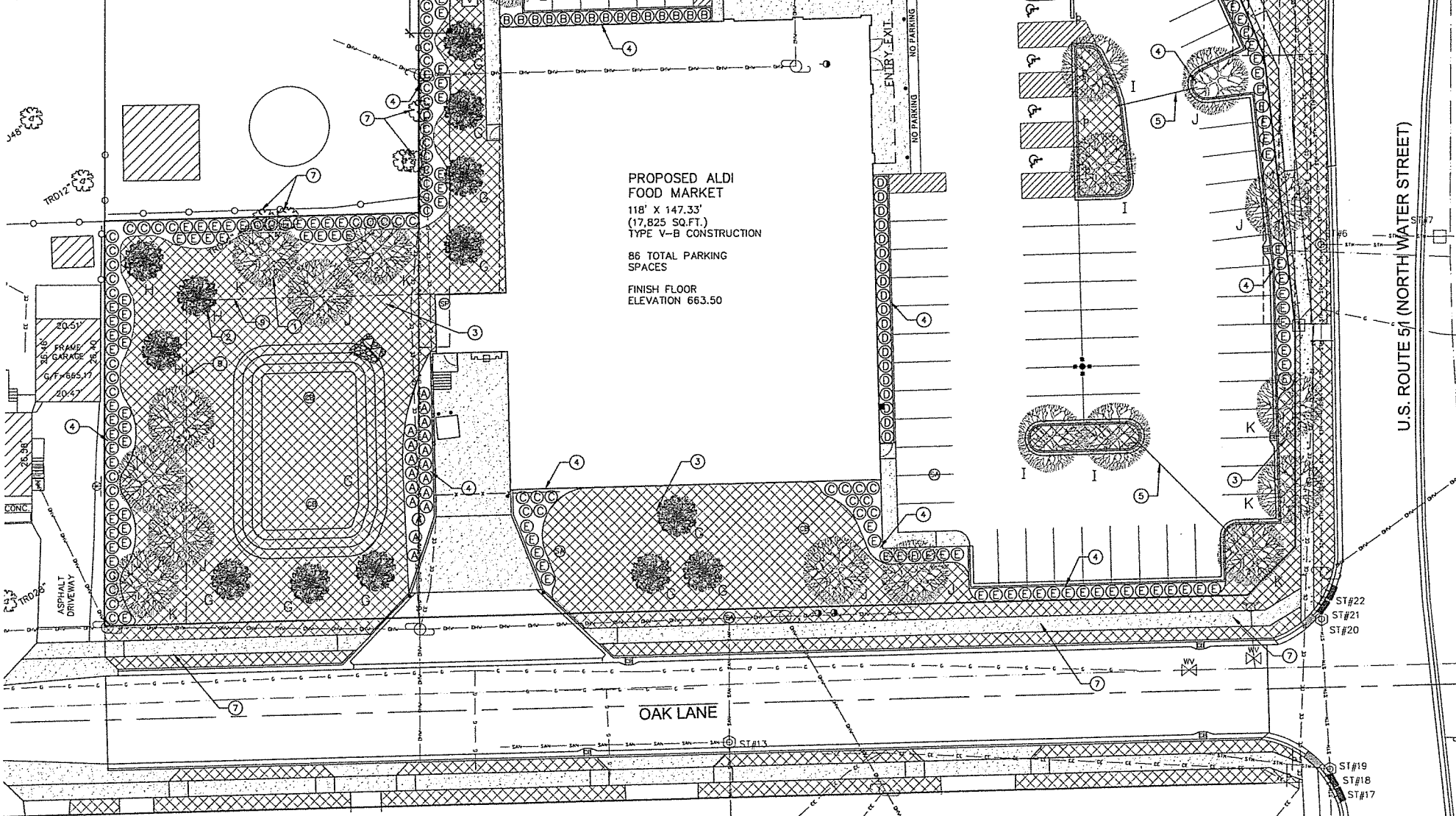
DO NOT SCALE PLANS
Copying, Printing, Software and other processes required to produce these plans can stretch or skew the actual paper or layout. Therefore, scaling of this drawing may be inaccurate. Contact Weaver Consultants Group with any need for additional dimensions or clarifications.

Drawing Name:
SITE LIGHTING PLAN

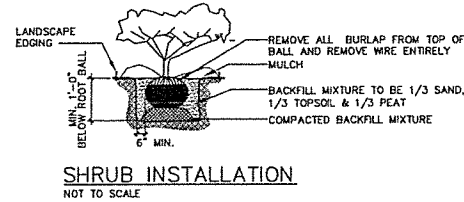
Date:	08/19/15	Project No:	0917-530
Type:	SITE	Drawing No:	C.15
Drawn By:	RAV		OF 24
Approved By:	MHF		
Scale:	AS NOTED		

SITE LANDSCAPE KEYNOTES

- PROPOSED DECIDUOUS TREE (TYP.)
- PROPOSED CONIFEROUS TREE (TYP.)
- ALL LANDSCAPED AREAS WITHIN PROPERTY BOUNDARY SHALL BE IRRIGATED (REFER TO IRRIGATION NOTE PAGE)
- PROPOSED LANDSCAPE AREA TO RECEIVE SHRUBS/PLANTINGS, MULCH, & LANDSCAPE EDGING (IRRIGATION REQUIRED)
- INSTALL SLEEVE FOR INSTALLATION OF SITE IRRIGATION SYSTEM; CONTRACTOR TO DETERMINE EXACT SLEEVE LOCATIONS AND FLAG ENDS FOR EASY LOCATING (TYP.); (REFER TO IRRIGATION NOTE PAGE FOR FURTHER INFORMATION)
- PROPOSED 6.3 LFT - 6 FT HIGH WOOD FENCE OFFSET 10 FT FROM PROPERTY LINE; REFER TO GENERAL DETAILS PAGE
- EXISTING TREE TO REMAIN (TYP.)
- PROPOSED 25 FT SIGHT TRIANGLE
- PROPOSED 26 FT BUFFER YARD; REFER TO SITE LANDSCAPE PLAN

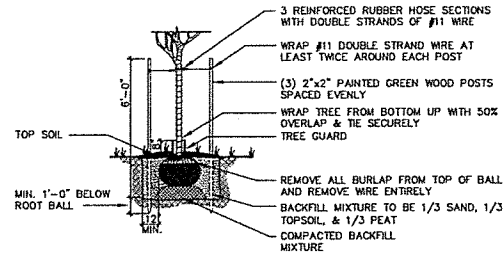


PROPOSED ALDI
FOOD MARKET
118' X 147.33'
(17,825 SQ.FT.)
TYPE V-B CONSTRUCTION
86 TOTAL PARKING
SPACES
FINISH FLOOR
ELEVATION 663.50



SHRUB INSTALLATION

NOT TO SCALE



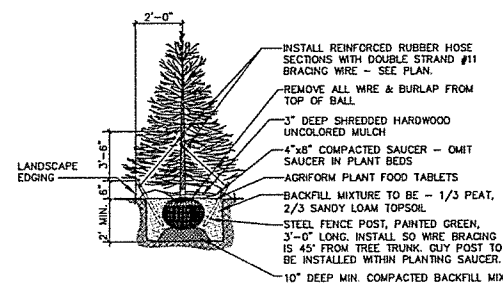
DECIDUOUS TREE INSTALLATION

NOT TO SCALE

TREE GUARD TO BE HEAVY PLASTIC WITH VENTILATION HOLES, GUARDS SUPPLIED BY:

PEACH RIDGE ORCHARD SUPPLY, INC.
8405 FRUIT RIDGE AVE. SPARTA, MI 49345
800-452-6748
OR EQUAL

CUT TO RECOMMENDED SIZE AND INSTALL GUARD IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.



CONIFER TREE INSTALLATION

NOT TO SCALE

NOTE: BACKFILL MIX TO INCLUDE WATER ABSORBING POLYMER AT (2) POUNDS PER CUBIC YARD OF BACKFILL, DISTRIBUTED BY BROADLEAF INDUSTRIES, SEE SPECIFICATIONS.

PROPOSED ARE TO BE GRADED AND SODDED

PLANTING SCHEDULE								
MARK	NO.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	MATURE HEIGHT	MATURE WIDTH	POINT VALUE
SHRUBS	A	TAXUS BACCATA	* ENGLISH YEW *	24" SPD. MIN	B & B	8'	12'	3
	B	EUCONYMIUS ALATUS	* WINGED EUCONYMIUS *	24" HT. MIN.	B & B	5'	5'	2
	C	CORNUS ELEGANISSIMA	* VARIEGATED RED TWIG DOGWOOD *	24-30" HT. MIN.	B & B	8'-10'	5'-10'	2
	D	BUXUS MICROPHYLLAS	* GREEN GEM *	24" HT. MIN.	B & B	3'-4'	3'-4'	2
	E	THUJOPSIS DOLOBRATA	* DWARF HIBA ARBORVITAE *	24" HT. MIN.	B & B	3'	4'	3
	F	JUNIPERUS HORIZONTALIS	* BLUE CHIP *	24" SPD. MIN	B & B	9'-11'	8'-10'	3
	G	PICEA PUNGENS	* COLORADO BLUE SPRUCE *	6' - 8' HT. MIN.	B & B	30'-60'	10'-20'	18
	H	PICEA ABIES	* NORWAY SPRUCE *	8' HT. MIN.	B & B	40'-60'	25'-30'	18
	I	GLADISTIA TRIACANTHOS	* SKYLINE HONEYLOCUST *	2 1/2" CAL.	B & B	40'-70'	40'-70'	18
	J	ACER FRAXEMANII	* WARMO *	3" CAL. MIN.	B & B	45'-70'	35'-45'	18
TREES	K	QUERCUS RUBRA	* RED OAK *	2" CAL. MIN.	B & B	60'-75'	60'-75'	18
	L	PYRUS CALLERYANA	* REDSPIRE PEAR *	2 1/2" CAL. MIN.	B & B	35'-45'	25'-35'	12

NOTE:
ALL PLANT MATERIALS ARE TO BE FREE OF DISEASE AND INSECTS AND ARE TO CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK OF THE AMERICAN NURSERMEN.

SITE LANDSCAPE PLAN

SCALE: 1" = 20'-0"

NOTES:

ALL AREAS THAT HAVE BEEN DISTURBED SHALL BE REPLACED WITH SOD.

ALL AREAS WITHIN THE PROPERTY THAT ARE LANDSCAPED AND ARE TO RECEIVE SOD AND/OR PLANTINGS SHALL BE IRRIGATED, INCLUDING LANDSCAPE AREAS ADJACENT TO THE BUILDING AND PARKING LOT LANDSCAPED PENINSULAS WITH THE USE OF UNDERGROUND PIPE SLEEVES.

NO IRRIGATION SPRINKLER HEADS SHALL BE PLACED BEYOND THE PROPERTY BOUNDARIES.

REFER TO IRRIGATION NOTE PAGE AND GENERAL NOTE PAGE FOR FURTHER INFORMATION

THE ENTIRE SITE WITHIN THE PROPERTY BOUNDARY, INCLUDING THAT AREA BETWEEN THE PROPERTY BOUNDARY AND CURB SIDES IS TO RECEIVE SOD - WITH EXCEPTION TO PLANTING BEDS THAT ARE

Page 1 of 315

Submissions / Revisions:	Date:
1 ISSUED FOR MUNICIPAL REVIEW	05/29/15
2 ISSUED FOR MUNICIPAL REVIEW	07/31/15
3 ISSUED FOR MUNICIPAL REVIEW	08/19/15
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	

Weaver Consultants Group
NORTH CENTRAL, LLC
7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com

ALDI Inc.
ONE ALDI DRIVE
DOWNSIDE, IL 60420
815.941.6020
815.941.6021 FAX

Project Name & Location:
ALDI
4183 NORTH WATER STREET
DECATUR, IL

Copyright © 2015
Weaver Consultants Group
www.wcgrp.com

DO NOT SCALE PLANS
Copying, Printing, Software and other processes required to produce these plans can stretch or shrink the actual paper or layout. Therefore, scaling of this drawing may be inaccurate. Contact Weaver Consultants Group with any need for additional dimensions or clarifications.

Drawing Name:
SITE LANDSCAPE PLAN

Date:	08/19/15	Project No.	0917-530
Type:	SITE	Drawing No.	C.16
Drawn By:	RAV		
Approved By:	MHF		
Scale:	AS NOTED		

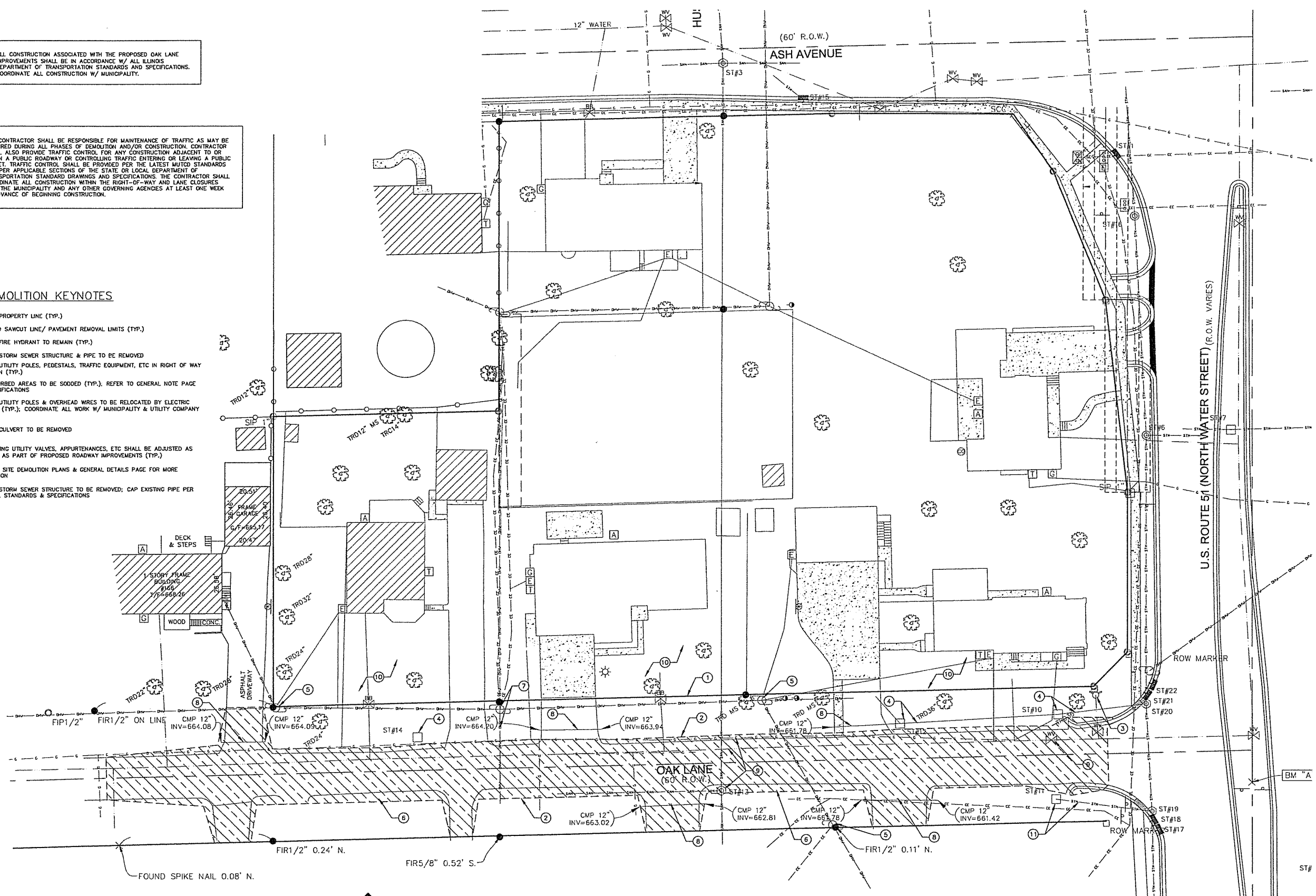
LANDSCAPING REQUIREMENTS - PER CITY OF DECATUR ORDINANCE			
PARKING LOT LANDSCAPING			
REQUIRED PLANT UNITS = 155 TOTAL (86 X 1.5) + 120% = 155, (86) PARKING SPACES			
PLANT TYPE	UNIT VALUE	PLANTS PROVIDED	POINTS
SHADE TREE	18	4	72
INTERMEDIATE TREE	12	1	12
EVERGREEN SHRUB	3	6	18
DECIDUOUS SHRUB	2	34	68
TOTAL PROVIDED =			170
FRONT YARD LANDSCAPING (CORNER LOT)			
REQUIRED PLANT UNITS = 520 TOTAL (865 LFT X 0.5) + 120% = 520			
PLANT TYPE	UNIT VALUE	PLANTS PROVIDED	POINTS
SHADE TREE	18	9	162
EVERGREEN TREE	18	6	108
EVERGREEN SHRUB	3	76	228
DECIDUOUS SHRUB	2	21	42
TOTAL PROVIDED =			540
BUFFER YARD LANDSCAPING			
REQUIRED PLANT UNITS = 537 TOTAL (358 LFT X 1.5 = 537)			
PLANT TYPE	UNIT VALUE	PLANTS PROVIDED	POINTS
SHADE TREE	18	8	144
EVERGREEN TREE	18	7	126
EVERGREEN SHRUB	3	66	198
DECIDUOUS SHRUB	2	41	82
TOTAL PROVIDED =			550

ALL CONSTRUCTION ASSOCIATED WITH THE PROPOSED OAK LANE IMPROVEMENTS SHALL BE IN ACCORDANCE W/ ALL ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS. COORDINATE ALL CONSTRUCTION W/ MUNICIPALITY.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF TRAFFIC AS MAY BE REQUIRED DURING ALL PHASES OF DEMOLITION AND/OR CONSTRUCTION. CONTRACTOR SHALL ALSO PROVIDE TRAFFIC CONTROL FOR ANY CONSTRUCTION ADJACENT TO OR WITHIN A PUBLIC ROADWAY OR CONTROLLING TRAFFIC ENTERING OR LEAVING A PUBLIC STREET. TRAFFIC CONTROL SHALL BE PROVIDED PER THE LATEST MUTCD STANDARDS AND PER APPLICABLE SECTIONS OF THE STATE OR LOCAL DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION WITHIN THE RIGHT-OF-WAY AND LANE CLOSURES WITH THE MUNICIPALITY AND ANY OTHER GOVERNING AGENCIES AT LEAST ONE WEEK IN ADVANCE OF BEGINNING CONSTRUCTION.

SITE DEMOLITION KEYNOTES

- 1 EXISTING PROPERTY LINE (TYP.)
- 2 PROPOSED SAWCUT LINE/ PAVEMENT REMOVAL LIMITS (TYP.)
- 3 EXISTING FIRE HYDRANT TO REMAIN (TYP.)
- 4 EXISTING STORM SEWER STRUCTURE & PIPE TO BE REMOVED
- 5 EXISTING UTILITY POLES, PEDESTALS, TRAFFIC EQUIPMENT, ETC IN RIGHT OF WAY TO REMAIN (TYP.)
- 6 ALL DISTURBED AREAS TO BE SODDED (TYP.); REFER TO GENERAL NOTE PAGE FOR SPECIFICATIONS
- 7 EXISTING UTILITY POLES & OVERHEAD WIRES TO BE RELOCATED BY ELECTRIC COMPANY (TYP.); COORDINATE ALL WORK W/ MUNICIPALITY & UTILITY COMPANY
- 8 EXISTING CULVERT TO BE REMOVED
- 9 ALL EXISTING UTILITY VALVES, APPURTENANCES, ETC SHALL BE ADJUSTED AS REQUIRED AS PART OF PROPOSED ROADWAY IMPROVEMENTS (TYP.)
- 10 REFER TO SITE DEMOLITION PLANS & GENERAL DETAILS PAGE FOR MORE INFORMATION
- 11 EXISTING STORM SEWER STRUCTURE TO BE REMOVED; CAP EXISTING PIPE PER MUNICIPAL STANDARDS & SPECIFICATIONS



OAK LANE DEMOLITION PLAN
SCALE: 1" = 20'-0"

Submissions / Revisions:	Date:
1 ISSUED FOR MUNICIPAL REVIEW	05/29/15
2 ISSUED FOR MUNICIPAL REVIEW	07/31/15
3 ISSUED FOR MUNICIPAL REVIEW	08/19/15
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	

**Weaver Consultants Group**
NORTH CENTRAL, LLC
7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com

**ALDI Inc.**
ONE ALDI DRIVE
DOWNTOWN, IL 60420
815.941.6020
815.941.6021 FAX

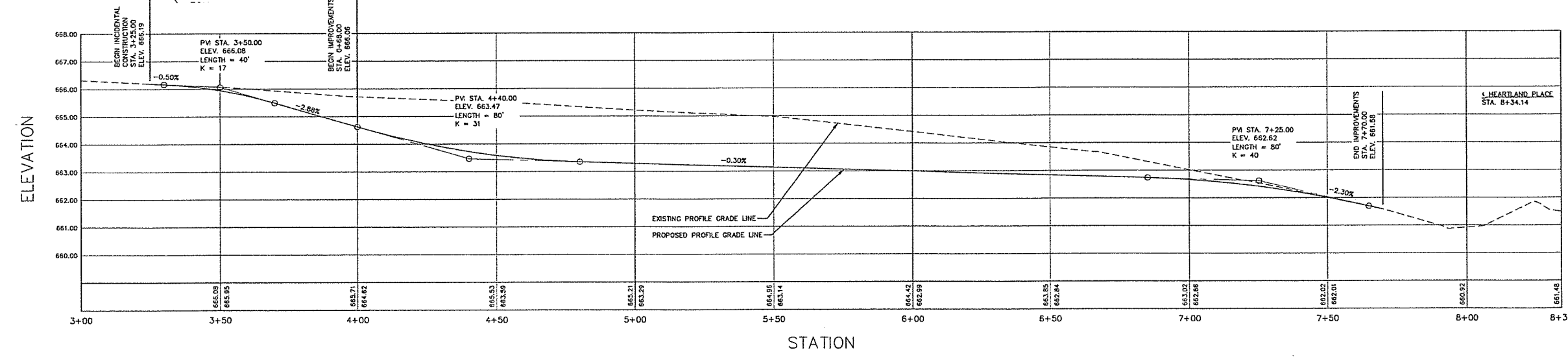
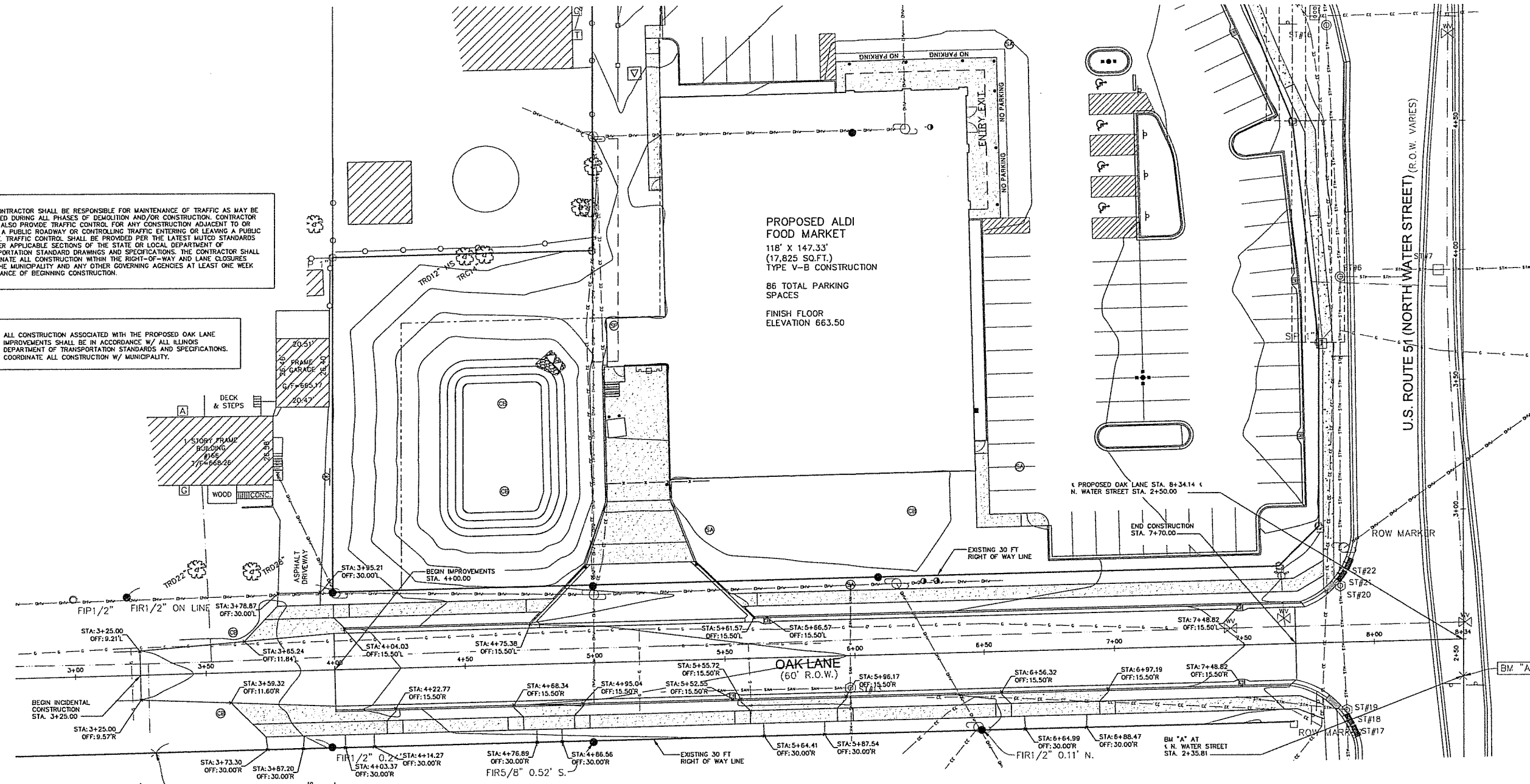
Project Name & Location:
ALDI
4183 NORTH WATER STREET
DECATUR, IL

Copyright © 2015
Weaver Consultants Group
www.wcgrp.com
DO NOT SCALE PLANS
Copying, Printing, Software and other processes required to produce these plans from print or digital the actual paper or layout. Therefore, scaling of this drawing may be inaccurate. Contact Weaver Consultants Group with any need for additional dimensions or clarifications.

Drawing Name: OAK LANE DEMOLITION PLAN	
Date: 08/19/15	Project No. 0917-530
Type: SITE	Drawing No.
Drawn By: RAV	C.18
Approved By: MHF	
Scale: AS NOTED	OF 24

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF TRAFFIC AS MAY BE REQUIRED DURING ALL PHASES OF DEMOLITION AND/OR CONSTRUCTION. CONTRACTOR SHALL ALSO PROVIDE TRAFFIC CONTROL FOR ANY CONSTRUCTION ADJACENT TO OR WITHIN A PUBLIC ROADWAY OR CONTROLLING TRAFFIC ENTERING OR LEAVING A PUBLIC STREET. TRAFFIC CONTROL SHALL BE PROVIDED PER THE LATEST MUTCD STANDARDS AND PER APPLICABLE SECTIONS OF THE STATE OR LOCAL DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION WITHIN THE RIGHT-OF-WAY AND LANE CLOSURES WITH THE MUNICIPALITY AND ANY OTHER GOVERNING AGENCIES AT LEAST ONE WEEK IN ADVANCE OF BEGINNING CONSTRUCTION.

ALL CONSTRUCTION ASSOCIATED WITH THE PROPOSED OAK LANE IMPROVEMENTS SHALL BE IN ACCORDANCE W/ ALL ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS. COORDINATE ALL CONSTRUCTION W/ MUNICIPALITY.



OAK LANE IMPROVEMENTS PLAN AND PROFILE

SCALE: 1"=20'H : 1"=2'V
Page 140 of 315

Submissions / Revisions:	Date:
1 ISSUED FOR MUNICIPAL REVIEW	05/29/15
2 ISSUED FOR MUNICIPAL REVIEW	07/31/15
3 ISSUED FOR MUNICIPAL REVIEW	08/19/15
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	

Weaver Consultants Group
NORTH CENTRAL, LLC
7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com

ALDI Inc.
ONE ALDI DRIVE
DOWNSIDE, IL 60420
815.941.4020
815.941.6021 FAX

Project Name & Location:
ALDI
4183 NORTH WATER STREET
DECATUR, IL

Copyright © 2015
Weaver Consultants Group
www.wcgrp.com
DO NOT SCALE PLANS
Copying, Printing, Software and other processes required to produce these plans are the property of the original author. Therefore, scaling of this drawing may be inaccurate. Contact Weaver Consultants Group with any need for additional dimensions or clarifications.

Drawing Name:
OAK LANE PLAN & PROFILE

Date:	08/19/15	Project No.	0917-530
Type:	SITE	Drawing No.	C.19
Drawn By:	RAY		OF 24
Approved By:	MHF		
Scale:	AS NOTED		

LEGEND - PROPOSED

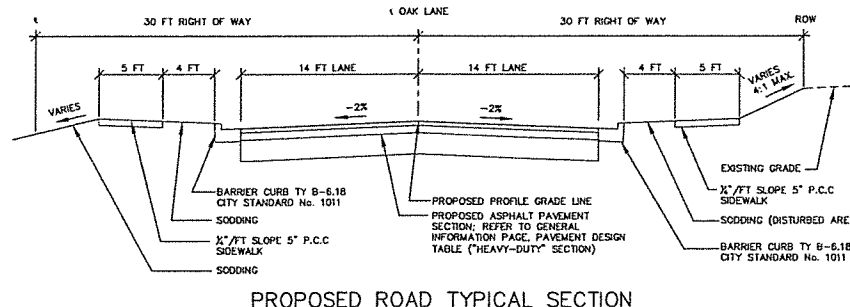
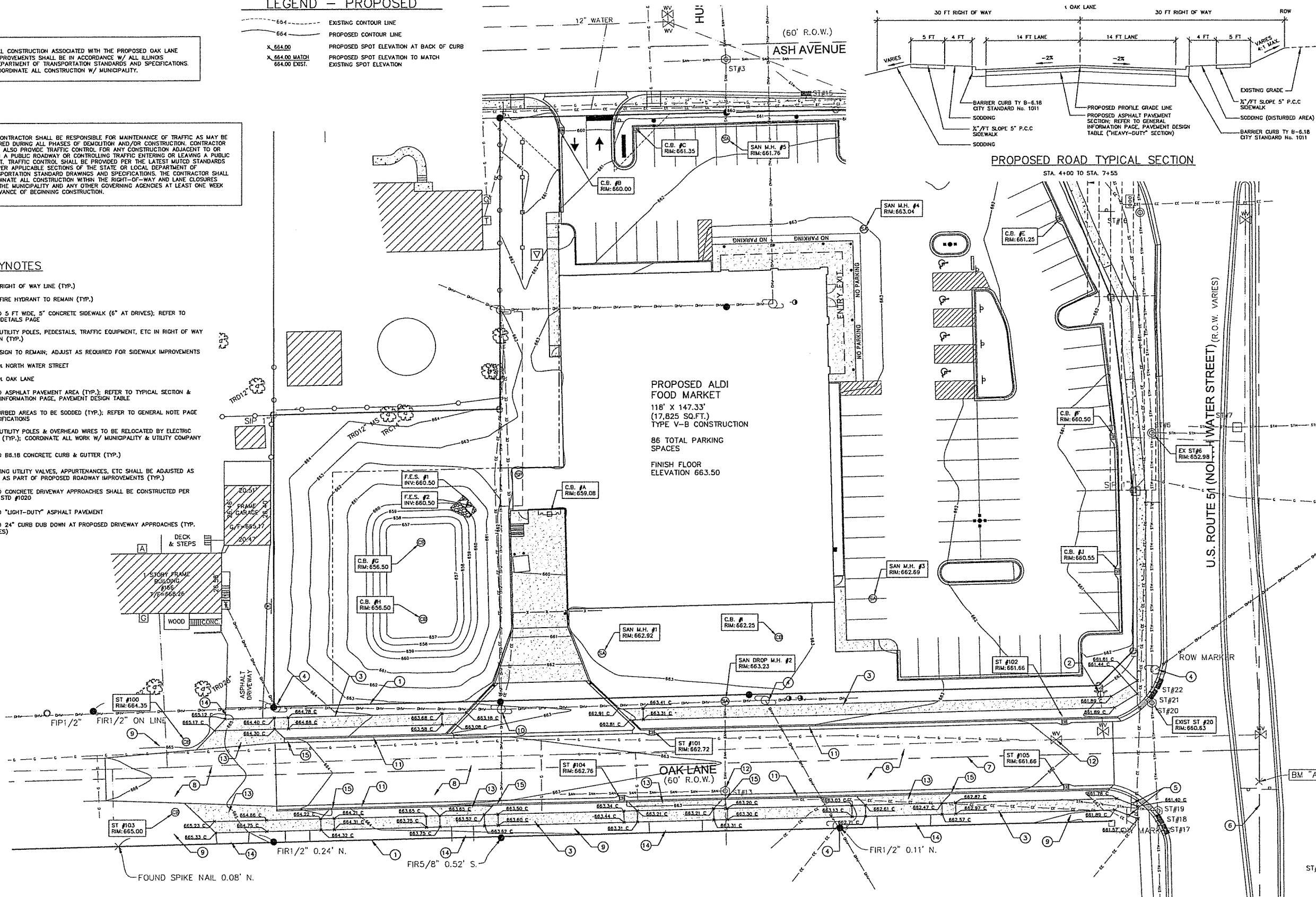
- 664 --- EXISTING CONTOUR LINE
664 --- PROPOSED CONTOUR LINE
X 664.00 --- PROPOSED SPOT ELEVATION AT BACK OF CURB
X 664.00 MATCH --- PROPOSED SPOT ELEVATION TO MATCH EXISTING SPOT ELEVATION
664.00 EXST. ---

ALL CONSTRUCTION ASSOCIATED WITH THE PROPOSED OAK LANE IMPROVEMENTS SHALL BE IN ACCORDANCE W/ ALL ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS. COORDINATE ALL CONSTRUCTION W/ MUNICIPALITY.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF TRAFFIC AS MAY BE REQUIRED DURING ALL PHASES OF DEMOLITION AND/OR CONSTRUCTION. CONTRACTOR SHALL ALSO PROVIDE TRAFFIC CONTROL FOR ANY CONSTRUCTION ADJACENT TO OR WITHIN A PUBLIC ROADWAY OR CONTROLLING TRAFFIC ENTERING OR LEAVING A PUBLIC STREET. TRAFFIC CONTROL SHALL BE PROVIDED PER THE LATEST MUTCD STANDARDS AND PER APPLICABLE SECTIONS OF THE STATE OR LOCAL DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION WITHIN THE RIGHT-OF-WAY AND LANE CLOSURES WITH THE MUNICIPALITY AND ANY OTHER GOVERNING AGENCIES AT LEAST ONE WEEK IN ADVANCE OF BEGINNING CONSTRUCTION.

SITE KEYNOTES

- EXISTING RIGHT OF WAY LINE (TYP.)
- EXISTING FIRE HYDRANT TO REMAIN (TYP.)
- PROPOSED 5 FT. WIDE, 5" CONCRETE SIDEWALK (6" AT DRIVES); REFER TO GENERAL DETAILS PAGE
- EXISTING UTILITY POLES, PEDESTALS, TRAFFIC EQUIPMENT, ETC IN RIGHT OF WAY TO REMAIN (TYP.)
- EXISTING SIGN TO REMAIN; ADJUST AS REQUIRED FOR SIDEWALK IMPROVEMENTS
- EXISTING < NORTH WATER STREET
- EXISTING < OAK LANE
- PROPOSED ASPHALT PAVEMENT AREA (TYP.); REFER TO TYPICAL SECTION & GENERAL INFORMATION PAGE, PAVEMENT DESIGN TABLE
- ALL DISTURBED AREAS TO BE SODDED (TYP.); REFER TO GENERAL NOTE PAGE FOR SPECIFICATIONS
- EXISTING UTILITY POLES & OVERHEAD WIRES TO BE RELOCATED BY ELECTRIC COMPANY (TYP.); COORDINATE ALL WORK W/ MUNICIPALITY & UTILITY COMPANY
- PROPOSED 8.18 CONCRETE CURB & GUTTER (TYP.)
- ALL EXISTING UTILITY VALVES, APPURTENANCES, ETC SHALL BE ADJUSTED AS REQUIRED AS PART OF PROPOSED ROADWAY IMPROVEMENTS (TYP.)
- PROPOSED CONCRETE DRIVEWAY APPROACHES SHALL BE CONSTRUCTED PER DECATUR STD #1020
- PROPOSED "LIGHT-DUTY" ASPHALT PAVEMENT
- PROPOSED 24" CURB DUB DOWN AT PROPOSED DRIVEWAY APPROACHES (TYP. BOTH SIDES)



OAK LANE IMPROVEMENT PLAN

SCALE: 1" = 20'-0"

Submissions / Revisions:	Date:
1 ISSUED FOR MUNICIPAL REVIEW	03/29/15
2 ISSUED FOR MUNICIPAL REVIEW	07/31/15
3 ISSUED FOR MUNICIPAL REVIEW	08/19/15
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	

Weaver Consultants Group
NORTH CENTRAL, LLC
7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com

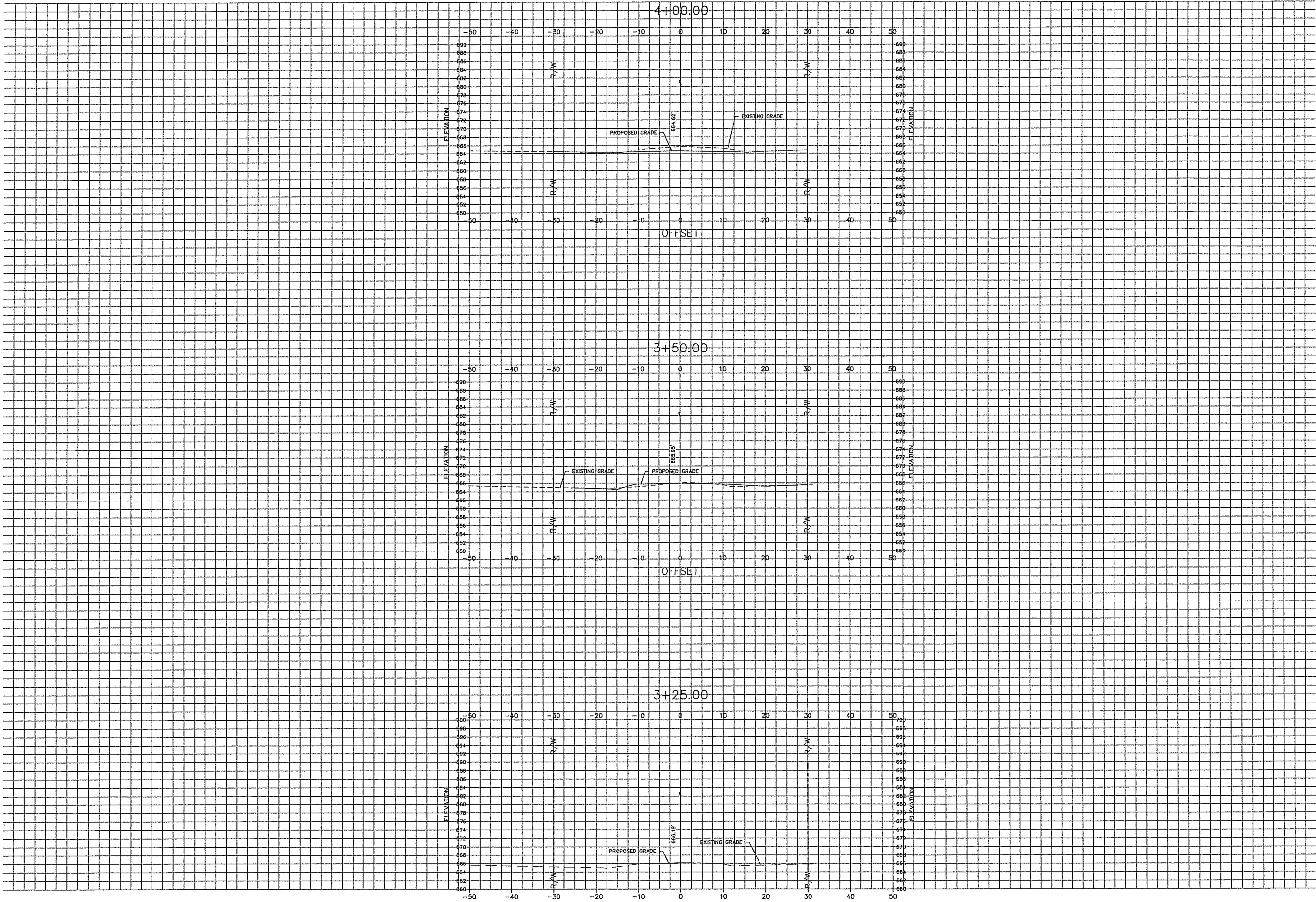
ALDI Inc.
ONE ALDI DRIVE
DOWNSIDE, IL 60420
815.941.6020
815.941.6021 FAX

Project Name & Location:
ALDI
4183 NORTH WATER STREET
DECATUR, IL

Copyright © 2015
Weaver Consultants Group
www.wcgrp.com
DO NOT SCALE PLANS
Copying, Printing, Software and other processes
required to produce these prints can result in errors
the actual paper or digital, therefore, scaling of this
drawing may be inaccurate. Contact: Weaver
Consultants Group with any need for additional
dimensions or clarifications.

Drawing Name:
**OAK LANE
IMPROVEMENT
PLAN**

Date:	08/19/15	Project No.	0917-530
Type:	SITE	Drawing No.	C.20
Drawn By:	RAV		
Approved By:	MHF		
Scale:	AS NOTED		



Submissions / Revisions:		Date:
1	ISSUED FOR MUNICIPAL REVIEW	05/29/15
2	ISSUED FOR MUNICIPAL REVIEW	07/31/15
3	ISSUED FOR MUNICIPAL REVIEW	08/19/15
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		



**Weaver
Consultants
Group**

NORTH CENTRAL, LLC

7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com



**ALDI
Inc.**

ONE ALDI DRIVE
DOWNTOWN, IL 60420
815.941.6020
815.941.6021 FAX

Project Name & Location:

ALDI
4183 NORTH WATER
STREET
DECATUR, IL

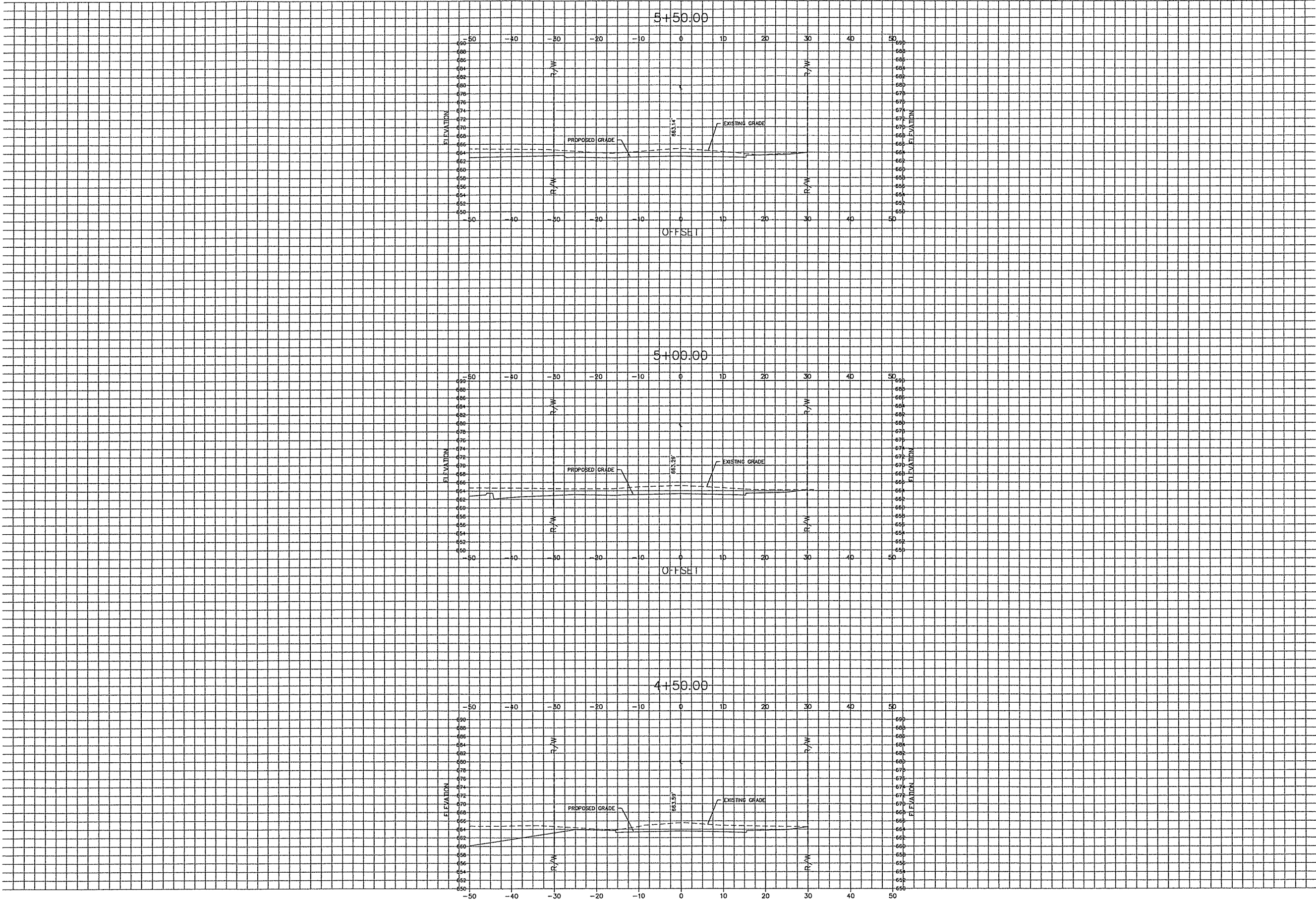
Copyright © 2015
Weaver Consultants Group
www.wcgrp.com

DO NOT SCALE PLANS
Copying, Printing, Software and other processes
required to produce these plans can stretch or shrink
the actual paper or layout. Therefore, scaling of this
drawing may be inaccurate. Contact Weaver
Consultants Group with any need for additional
dimensions or clarifications.

Drawing Name:

**OAK LANE
CROSS
SECTIONS**

Date:	08/19/15	Project No.	0917-530
Type:	SITE	Drawing No.	C.21
Drawn By:	RAV		
Approved By:	MHF		
Scale:	AS NOTED		



Submissions / Revisions:		Date:
1	ISSUED FOR MUNICIPAL REVIEW	05/29/15
2	ISSUED FOR MUNICIPAL REVIEW	07/31/15
3	ISSUED FOR MUNICIPAL REVIEW	08/19/15
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		



Weaver
Consultants
Group

NORTH CENTRAL, LLC

7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com



ALDI
Inc.

ONE ALDI DRIVE
DOWNS, IL 60420
815.941.6020
815.941.6021 FAX

Project Name & Location:

ALDI
4183 NORTH WATER
STREET
DECATUR, IL

Copyright © 2015
Weaver Consultants Group
www.wcgrp.com

DO NOT SCALE PLANS
Copying, Printing, Software and other processes
required to produce these prints can stretch or skew
the actual paper or layout. Therefore, scaling of this
drawing may be inaccurate. Contact Weaver
Consultants Group with any need for additional
dimensions or clarifications.

Drawing Name:

OAK LANE
CROSS
SECTIONS

Date:
08/19/15

Project No.
0917-530

Type:
SITE

Drawing No.

Drawn By:
RAV

Approved By:
MHF

Scale:
AS NOTED

C.22
OF 24

Submissions / Revisions:	Date:
1 ISSUED FOR MUNICIPAL REVIEW	05/29/15
2 ISSUED FOR MUNICIPAL REVIEW	07/31/15
3 ISSUED FOR MUNICIPAL REVIEW	08/19/15
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	



Weaver
Consultants
Group

NORTH CENTRAL, LLC

7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com



ALDI
Inc.

ONE ALDI DRIVE
DOWRI, IL 60420
815.941.4020
815.941.4021 FAX

Project Name & Location:

ALDI
4183 NORTH WATER
STREET
DECATUR, IL

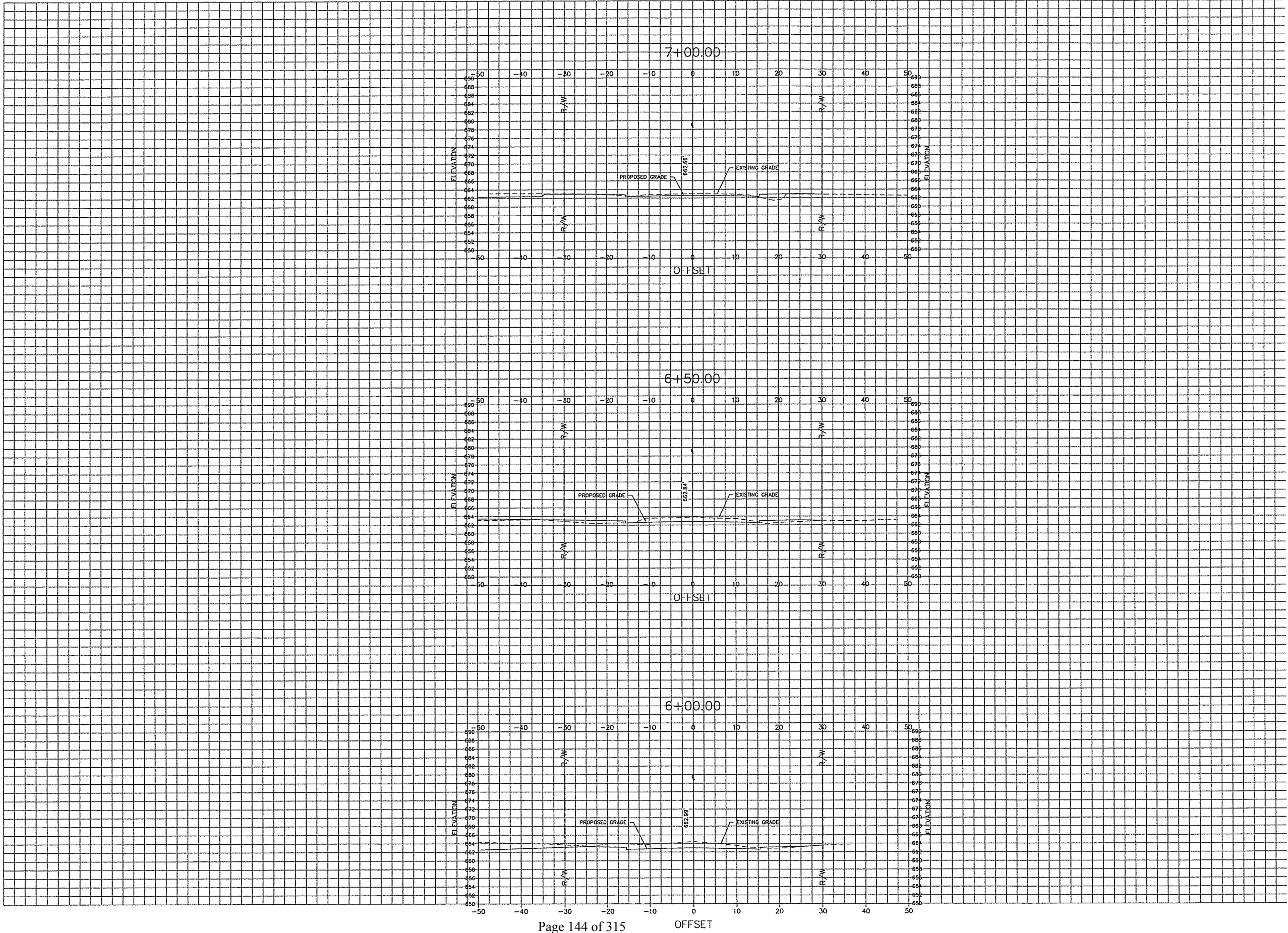
Copyright © 2015
Weaver Consultants Group
www.wcgrp.com

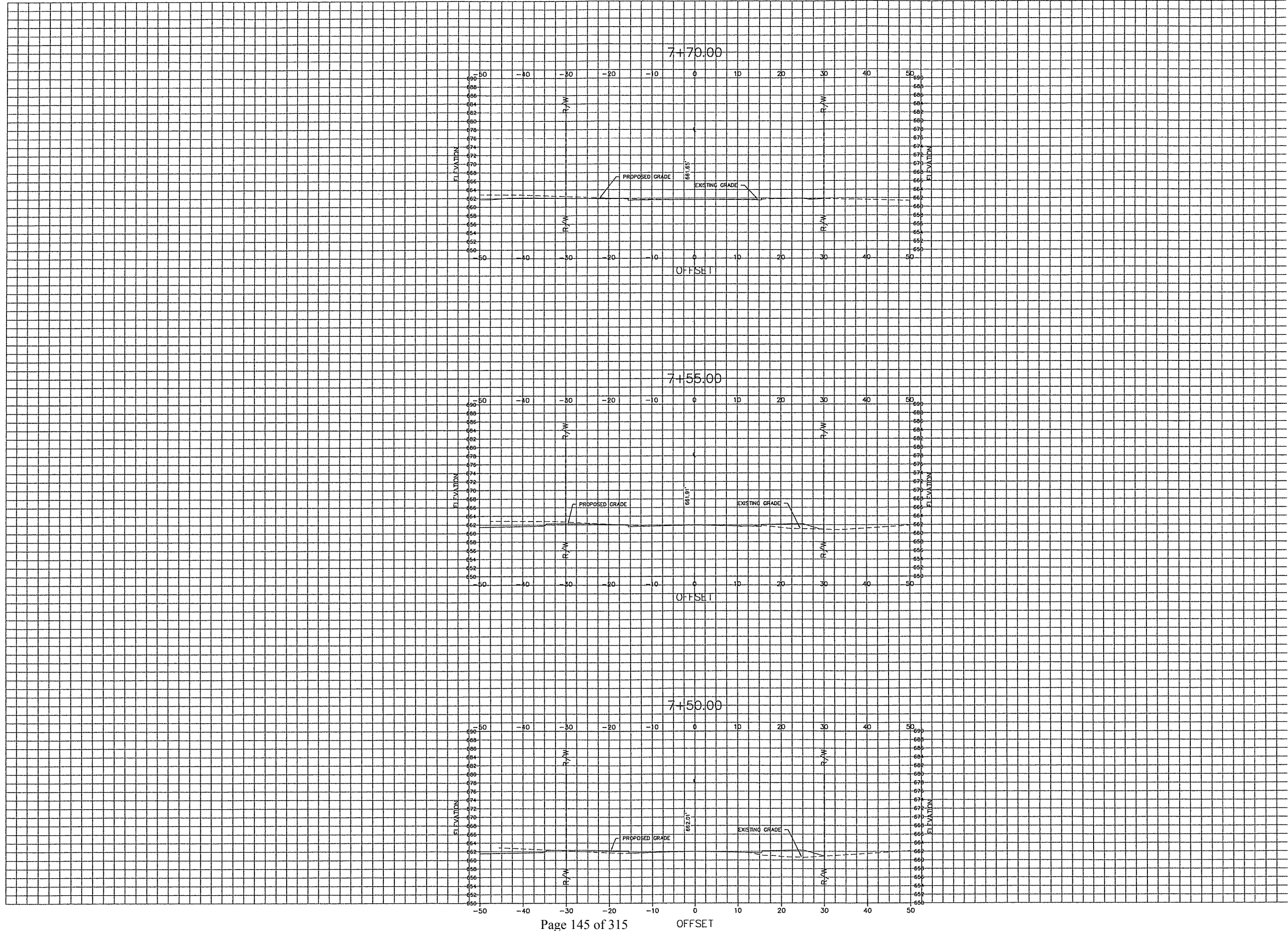
DO NOT SCALE PLANS
Copying, Printing, Software and other processes
required to produce these prints can stretch or skew
the actual paper or layout. Therefore, scaling of this
drawing may be inaccurate. Contact Weaver
Consultants Group with any need for additional
dimensions or clarifications.

Drawing Name:

**OAK LANE
CROSS
SECTIONS**

Date:	08/19/15	Project No.	0917-530
Type:	SITE	Drawing No.	
Drawn By:	RAV	C.23	
Approved By:	MHF		OF 24
Scale:	AS NOTED		





Submissions / Revisions:	Date:
1 ISSUED FOR MUNICIPAL REVIEW	05/29/15
2 ISSUED FOR MUNICIPAL REVIEW	07/31/15
3 ISSUED FOR MUNICIPAL REVIEW	08/19/15
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	



Weaver
Consultants
Group

NORTH CENTRAL, LLC

7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com



ALDI
Inc.

ONE ALDI DRIVE
DOWNTOWN, IL 60420
815.941.6020
815.941.6021 FAX

Project Name & Location:

ALDI
4183 NORTH WATER
STREET
DECATUR, IL

Copyright © 2015
Weaver Consultants Group
www.wcgrp.com

DO NOT SCALE PLANS
Copying, Printing, Software and other processes
required to produce these plans can stretch or shrink
the actual paper or layout. Therefore, scaling of this
drawing may be inaccurate. Contact Weaver
Consultants Group with any need for additional
dimensions or clarifications.

Drawing Name:
OAK LANE
CROSS
SECTIONS

Date:
08/19/15

Project No.
0917-530

Type:
SITE

Drawing No.

Drawn By:
RAV

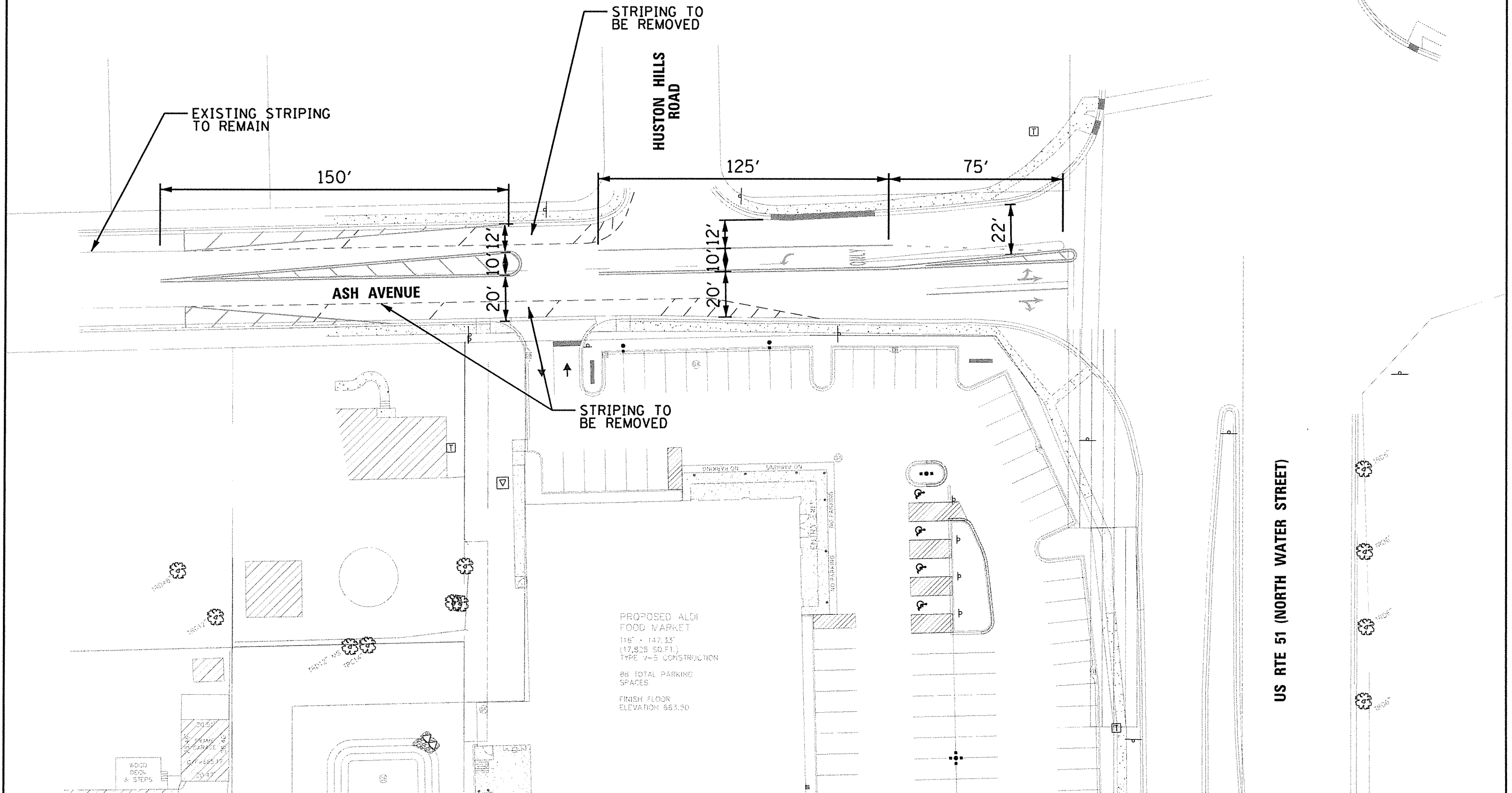
Approved By:
MHF

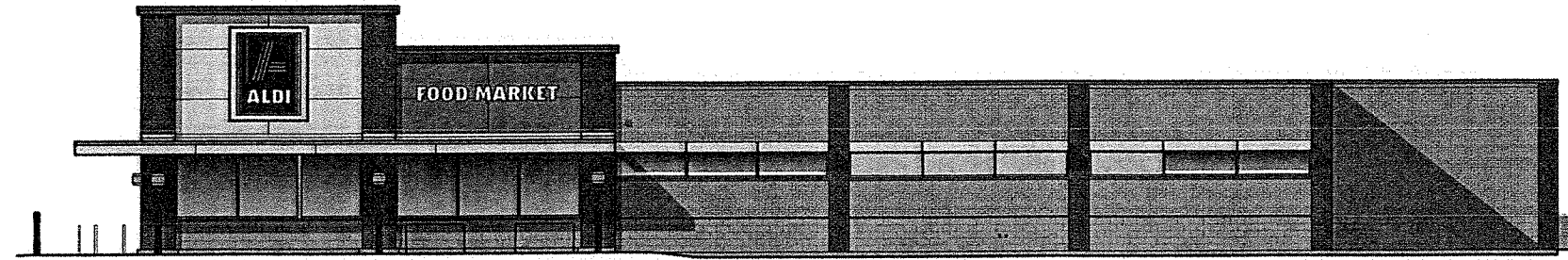
Scale:
AS NOTED

C.24
OF 24

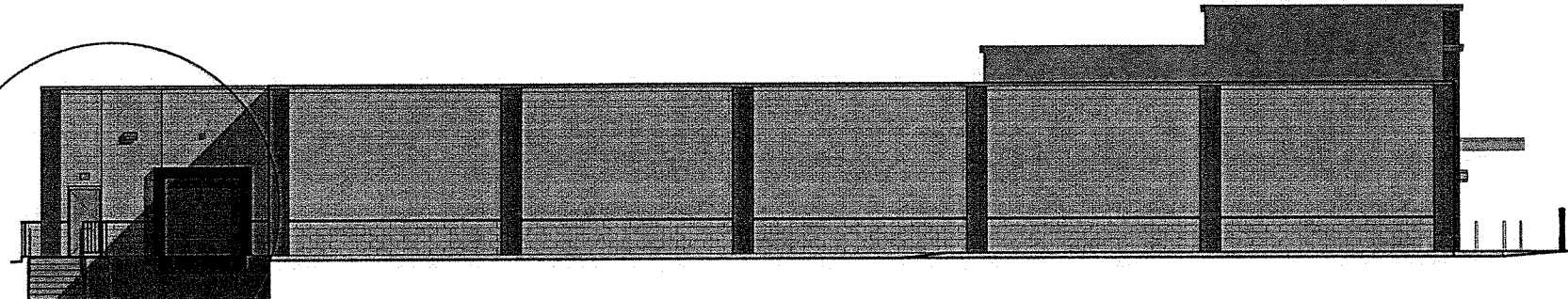


SCALE: 1" = 40'

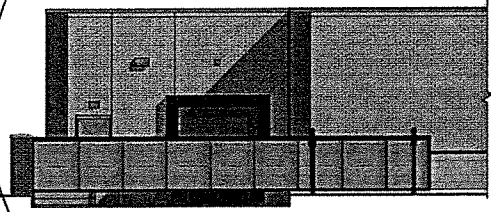




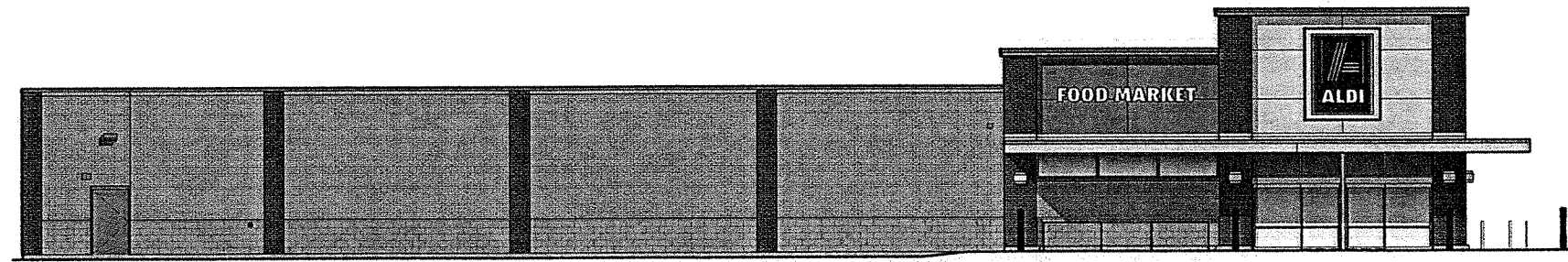
4 North Elevation
SCALE: 1/8" = 1'-0"



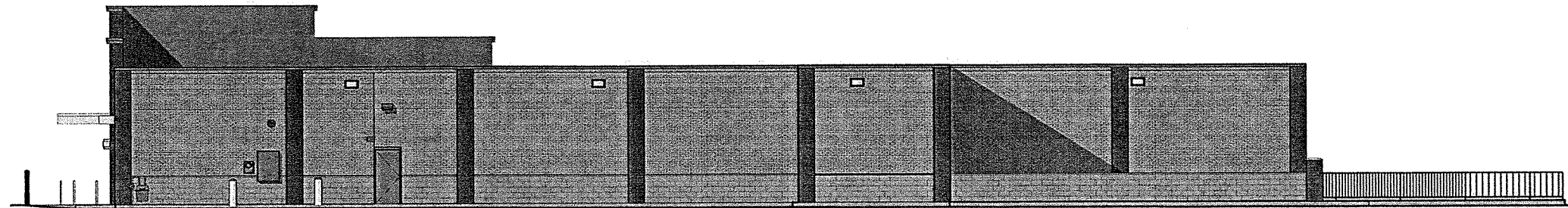
3 South Elevation
SCALE: 1/8" = 1'-0"



5 South Elevation With Sliding Gate Screen
SCALE: 1/8" = 1'-0"



2 East Elevation
SCALE: 1/8" = 1'-0"



1 West Elevation
SCALE: 1/8" = 1'-0"

Submissions / Revisions:		Date:
1	ISSUED FOR MUNICIPAL REVIEW	08/17/15
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		

Weaver Consultants Group

NORTH CENTRAL, LLC
7121 GRAPE ROAD
GRANGER, INDIANA 46530
PHONE: (574) 271-3447
FAX: (574) 271-3343
www.wcgrp.com

ALDI Inc.
ONE ALDI DRIVE
DOWNTOWN, IL 60420
815.941.6020
815.941.6021 FAX

Project Name & Location:
ALDI
4183 N Water Street
Decatur, IL

Copyright © 2015
Weaver Consultants Group

DO NOT SCALE PLANS
Copying, printing, software and other processes required to produce these prints can stretch or shrink the actual paper or layout. Therefore, scaling of this drawing may be inaccurate. Contact Weaver Consultants Group with any need for additional dimensions or clarifications.

Drawing Name:
Exterior Elevations

Date:	08/12/15	Project No.	0917-530
Type:	ARCH	Drawing No.	A-201
Drawn By:	JDH/RMD		
Approved By:	WAK		
Scale:	AS NOTED		

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

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	CC Consulting Group, LLC				
Address	233 W 9th Street				
City	Hinsdale	State	IL	Zip	60521
Telephone	630-835-8099	Fax		E-mail	tim.bossy@me.com
Property Owner	Multiple Owners - See attached				
Address					
City		State		Zip	
Telephone		Fax		E-mail	
Representative	Edward F. Flynn				
Address	225 N. Water Street				
City	Decatur	State	IL	Zip	62523
Telephone	217-615-4792	Fax	217-425-8892	E-mail	eflynn@centralillaw.com

SECTION TWO: SITE INFORMATION						
Street Address	SWC Rt 51 & West Ash Ave.					
Legal Description	PIN #'s 07-07-247-430-005, 008, 009, 010, 011, & 012					
Present Zoning	☒ R-1 ☐ B-1 ☐ M-1	☒ R-2 ☐ B-2 ☐ M-2	☒ R-3 ☐ B-3 ☐ M-3	☒ R-5 ☐ B-4 ☐ PMR-1	☐ R-6 ☐ O-1	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO
Please list all improvements on the site:				5 homes and 1 vacant lot		
Size of Tract	1.89	☐ SF	☒ AC			

SECTION THREE: REQUESTED ACTION						
Rezoned Property To:	☐ R-1 ☒ B-1 ☐ M-1	☐ R-2 ☐ B-2 ☐ M-2	☐ R-3 ☐ B-3 ☐ M-3	☐ R-5 ☐ B-4 ☐ PMR-1	☐ R-6 ☐ O-1	Will this property be a Planned Unit Development? ☒ YES ☐ NO
Other:						

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
Retail development	

SECTION FOUR: JUSTIFICATION
<i>The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):</i>
The Petitioner proposes developing a commercial retail building of approximately 17,800 sf that will be occupied by one (1) national tenant. The proposed project will enhance the real estate tax base, increase the sales tax revenue for the city and benefit the overall community as a result.

SECTION FIVE: CERTIFICATION			
		To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.	
Petitioner's Signature		Date	5/29/15

NOTES:	
1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees. 2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council. 3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal. 4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.	

OFFICE USE ONLY	
Date Filed	
By	

**Property Owners
SWC Rt 51 & Ash Ave
Decatur, Illinois**

Judith A. Jones
156 Oak Lane
Decatur, IL 62526

Daniel R. Miller
125 W. Ash
Decatur, IL 62526

Mark S. Ekiss
1712 Burning Tree Drive
Decatur, IL 62521

Carol Ekiss
112 Oak Lane
Decatur, IL 62526

Helen Craig (Living Trust of Helen S. Craig)
130 Oak Lane
Decatur, IL 62526

Allan & Beverley Gillespie
4173 N Water
Decatur, IL 62526

STAFF REPORT

Decatur City Plan Commission

COMMON NAME: 125 West Ashe Avenue, 112 West Oak Lane, 130 West Oak Lane, 156 West Oak Lane, 4173 North Water Street and 4183 North Water Street

GENERAL INFORMATION

Hearing Date September 3, 2015
Calendar No. 15-25
Property Location 125 West Ash Avenue, 112 West Oak Lane, 130 West Oak Lane, 156 West Oak Lane, 4173 North Water Street and 4183 North Water Street
Requested Action Rezone from R-1 Single Family Residence District, R-2 Single Family Residence District, R-3 Single Family Residence District and R-5 Two Family Residence District to PD Planned Development District
Petitioner CC Consulting Group, LLC

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Single Family Residential/Vacant	R-1, R-2, R-3, R-5	Residential-Low Density
North	Single Family Residential	R-2	Residential-Low Density
South	Single Family Residential	R-1, R-2	Residential-Low Density
East	Commercial	B-3	Retail
West	Single Family Residential	R-2	Residential-Low Density

BACKGROUND

1. The subject site has a five (5) single family residential structures and four (4) accessory structures on approximately 1.88 acres. The property is located at the Southwest corner of West Ash Avenue and North Water Street.
2. The subject site is located at the Southwest corner of West Ash Avenue and North Water Street.

PROJECT DESCRIPTION

1. The petitioner proposes to rezone from R-1 Single Family Residence District, R-2 Single Family Residence District, R-3 Single Family Residence District, and R-5 Two Family Residence District to PD Planned Development District in order to construct an Aldi grocery store. With a PD, the only use on site would be for that of a grocery store designed as approved Council and any changes would have to be re-considered by the Plan Commission and the City Council.
2. The petitioner proposes to construct a 17,825 square foot grocery store with 86 parking spaces.
3. The store will be accessed by customers on the north side of the development along West Ash Avenue. Deliveries to the store will be made at the loading dock located on the south side of the structure and will access the development from West Oak Lane. These delivery drivers are to

access West Oak Lane from South bound North Water Street and leave the development going East bound on West Oak Lane then continuing South on North Water Street.

4. Landscaping meeting the requirements of the Zoning Ordinance is proposed for the frontage and parking as well as the required buffer yard along the west side of the development.
5. Two (2) freestanding signs have been proposed for the development. One (1) is to be located along West Ash Avenue on the east side of the entrance to the development, the second sign is to be located at the Southwest corner of West Ash Avenue and North Water Street. The proposed signs will be 30 feet in height with an area of approximately 91 square feet.
6. The building material of the façade for the proposed Aldi grocery store will consist mainly of masonry.
7. The petitioner will be required to provide a one (1) lot subdivision plat to the City for review and approval and the formal site plan will not be approved until the plat has been approved by the City and recorded with Macon County.

STAFF ANALYSIS

1. The City of Decatur Zoning Ordinance provides standards for reviewing applications for planned developments. An analysis of the review standards are discussed herein:
 - a. *Compatibility with the character of the surrounding neighborhood and general area.* The proposed development is compatible with the character of the adjacent area to the east. The site is located on a major corridor in the City and is across from a large commercial development.
 - b. *Effect on area.* The proposed development will increase traffic to the area when changing from a single family residential use to a grocery store use, however, a traffic impact study was conducted and the development has been designed to meet the needs of the area based on the recommendations of that study.
 - c. *Design and amenities.* The proposed development is designed to meet the standards of landscaping as required by the Zoning Ordinance including alternative compliance. The façade of the proposed Aldi grocery store will consist mainly of masonry and it is our understanding that the design is of the new Aldi prototype, not older stores.
 - d. *Consistency with comprehensive plan.* The 2009 Comprehensive Plan defines the area as being Residential Low Density, however, actual future land uses are decidedly different than what is defined in the plan based in part on ever-changing development patterns. As an example, the land that currently encompasses the new Midwest Inland Port Intermodal Ramp was defined by the Comprehensive Plan as being Open Space, Retail and Residential-Low Density, however, today's highest and best use was determined to be industrial.
 - e. *Traffic capacity.* The City received a traffic study performed by KLOA consultants which has been reviewed. According to the traffic study, the intersections of Ash Avenue with Water Street and Ash Avenue with Huston Hills Road currently have adequate capacity to accommodate the traffic generated by the Aldi store. According to the Long Range Transportation Plan (LRTP) 2040, as of 2010 North Water Street is approaching capacity near the intersection with Ash Avenue. It is projected that by 2040 it will be at capacity assuming no transportation and/or roadway improvements.

- f. *Adequacy of utilities.* Proposed utilities and infrastructure will be adequate to serve the proposed land use.
 - g. *Integration.* The proposed development will be developed in accordance with an overall design plan.
 - h. *Adequacy of parking facilities.* The required number of parking spaces is 91 and 86 spaces have been provided on site and staff is of the opinion that there is adequate parking to meet the needs of the use. The parking lot has reduced front yard setbacks along West Ash Avenue, North Water Street (US 51) and West Oak Lane, the petitioner is utilizing alternative compliance to have the reduced front yard setbacks for the parking lot. The petitioner has provided the required 120% of landscaping points to allow for the reduced setbacks.
2. The PD plan has been reviewed and approved by the City's Technical Review Committee, Planning, Engineering and Fire.

STAFF RECOMMENDATION

1. Based on the analysis, staff recommends approval of the proposed PD Planned Development petition with the following conditions:
- a. A left turn lane shall be added to West Ash Avenue for traffic turning into the Aldi store. The road shall be striped such that traffic turning left onto Huston Hills does not impede through traffic on Ash. This will result in the loss of a portion of on-street parking near the entrance to the Aldi store on both sides of Ash Avenue. A striping plan showing these improvements is currently in development.
 - b. A pavement design for Oak Lane will need to be submitted and approved. The pavement design shall follow Illinois Department of Transportation pavement design standards.
 - c. The approach onto Oak Lane shall be modified to accommodate truck turning movements to the satisfaction of the Illinois Department of Transportation.
 - d. An agreement must be in place, prior to a formal site plan being approved, requiring the developer to make improvements to the intersections of Ash Avenue with Water Street and Ash Avenue with Huston Hills Road that are deemed necessary if traffic generated by the Aldi store hinders the operation of the intersection of Ash Avenue with Water Street.
 - e. The six (6) parking spaces located along the north side of the building shall be marked with signs that clearly delineate these spaces as "employees only".
 - f. A one (1) lot subdivision plat will be required to be submitted, approved and recorded prior to a formal site plan being approved.
 - g. Dwarf variety of shrubs must be installed at the required 24 inches in height or spread.
 - h. The only permitted use for this Planned Development is a grocery store.
 - i. Final site, landscaping and lighting plans shall be submitted to and approved by the Department of Planning and Building Services, Public Works Department and the Fire Department prior to building permits being released.

PLAN COMMISSION ACTION

1. Section XIX.G.2. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing to review the Planned Development plan and report its findings concerning the effect on the comprehensive plan and compliance with the standards of review to the City Council. A motion to forward Calendar Number 15-25 to the City Council with a recommendation for approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Department of Planning and Building Services, City of Decatur.

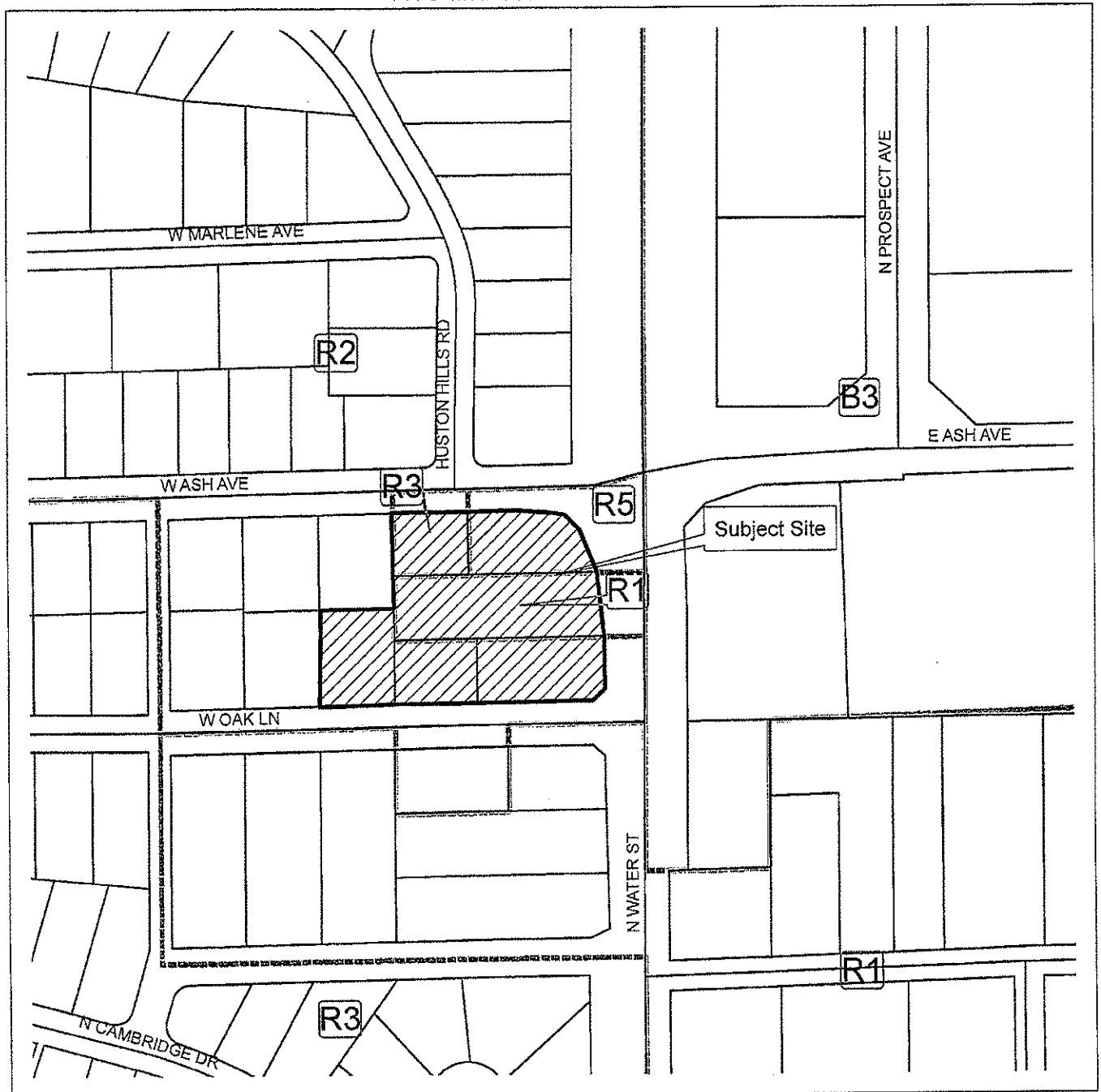
Suzan Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Site Plan
3. Location Map

Decatur City Plan Commission

125 West Ash Avenue, 112, 130, 156 West Oak Lane,
4173 and 4183 North Water Street



Cal. No.: 15-25
Date: September 3, 2015
Petition of: CC Consulting Group, LLC
Requested Action: Rezone to PD Planned Development District

0 250 500
Feet



Legend

- Decatur Roads
- subject site
- Decatur Parcel data
- Decatur Zoning

Excerpts from Plan Commission Meeting of September 3, 2015:

Cal. No. 15-25

Petition of CC CONSULTING GROUP, LLC to rezone property located at 125 WEST ASH AVENUE, 112 WEST OAK LANE, 130 WEST OAK LANE 156 WEST OAK LANE, 4173 NORTH WATER STREET and 4183 NORTH WATER STREET from R-1 Single Family Residence District, R-2 Single Family Residence District, R-3 Single Family Residence District and R-5 Two Family Residence District to PD Planned Development District.

Ms. Stickle presented the recommendation of staff:

The subject site has five (5) single family residential structures and four (4) accessory structures on approximately 1.88 acres. The property is located at the Southwest corner of West Ash Avenue and North Water Street.

The petitioner proposes to rezone from R-1 Single Family Residence District, R-2 Single Family Residence District, R-3 Single Family Residence District, and R-5 Two Family Residence District to PD Planned Development District in order to construct an Aldi grocery store. With a PD, the only use on site would be for that of a grocery store designed as approved by Council and any changes would have to be re-considered by the Plan Commission and the City Council.

The petitioner proposes to construct a 17,825 square foot grocery store with 86 parking spaces.

The store will be accessed by customers on the north side of the development along West Ash Avenue. Deliveries to the store will be made at the loading dock located on the south side of the structure and will access the development from West Oak Lane. These delivery drivers are to access West Oak Lane from South bound North Water Street and leave the development going east bound on West Oak Lane then continuing South on North Water Street.

Landscaping meeting the requirements of the Zoning Ordinance is proposed for the frontage and parking as well as the required buffer yard along the west side of the development.

Two (2) freestanding signs have been proposed for the development. One (1) is to be located along West Ash Avenue on the east side of the entrance to the development; the second sign is to be located at the Southwest corner of West Ash Avenue and North Water Street. The proposed signs will be 30 feet in height with an area of approximately 91 square feet.

The building material of the façade for the proposed Aldi grocery store will consist mainly of masonry.

The petitioner will be required to provide a one (1) lot subdivision plat to the City for review and approval and the formal site plan will not be approved until the plat has been approved by the City and recorded with Macon County.

The City of Decatur Zoning Ordinance provides standards for reviewing applications for planned developments. An analysis of the review standards are discussed herein:

1. *Compatibility with the character of the surrounding neighborhood and general area.*
The proposed development is compatible with the character of the adjacent area to the east. The site is located on a major corridor in the City and is across from a large well established commercial development.

2. *Effect on area.* The proposed development will increase traffic to the area when changing from a single family residential use to a grocery store use, however, a traffic impact study was conducted and the development has been designed to meet the needs of the area based on the recommendations of that study. An area of community need and focus in recent years has been in the recruitment and retention of business as a means to fund critical community services including but not limited to road repairs, emergency services and other public benefits in what has been a down local economy. The proposed zoning helps to satisfy that need while balancing the stated needs of the neighborhood through more stringent design standards and traffic improvements, lighting and landscaping design.
3. *Design and amenities.* The proposed development is designed to meet the standards of landscaping as required by the Zoning Ordinance including alternative compliance. The façade of the proposed Aldi grocery store will consist mainly of masonry and it is our understanding that the design is of the new Aldi prototype, not older stores.
4. *Consistency with comprehensive plan.* The 2009 Comprehensive Plan defines the area as being Residential Low Density, however, actual future land uses are decidedly different than what is defined in the plan based in part on ever-changing development patterns. As an example, the land that currently encompasses the new Midwest Inland Port Intermodal Ramp was defined by the Comprehensive Plan as being Open Space, Retail and Residential-Low Density, however, today's highest and best use was determined to be industrial.
5. *Traffic capacity.* The City received a traffic study performed by KLOA consultants which has been reviewed. According to the traffic study, the intersections of Ash Avenue with Water Street and Ash Avenue with Huston Hills Road currently have adequate capacity to accommodate the traffic generated by the Aldi store. According to the Long Range Transportation Plan (LRTP) 2040, as of 2010 North Water Street is approaching capacity near the intersection with Ash Avenue. It is projected that by 2040 it will be at capacity assuming no transportation and/or roadway improvements.
6. *Adequacy of utilities.* Proposed utilities and infrastructure will be adequate to serve the proposed land use.
7. *Integration.* The proposed development will be developed in accordance with an overall design plan.
8. *Adequacy of parking facilities.* The required number of parking spaces is 91 and 86 spaces have been provided on site and staff is of the opinion that there is adequate parking to meet the needs of the use. The parking lot has reduced front yard setbacks along West Ash Avenue, North Water Street and West Oak Lane, the petitioner is utilizing alternative compliance to have the reduced front yard setbacks for the parking lot. The petitioner has provided the required 120% of landscaping points to allow for the reduced setbacks.

The PD plan has been reviewed and approved by the City's Technical Review Committee, Planning, Engineering and Fire.

Based on the analysis, staff recommends approval of the proposed PD Planned Development petition with the following conditions:

1. A left turn lane shall be added to West Ash Avenue for traffic turning into the Aldi store. The road shall be striped such that traffic turning left onto Huston Hills does not impede through traffic on Ash. This will result in the loss of a portion of on-street parking near the entrance to the Aldi store on both sides of Ash Avenue. A striping plan showing these improvements is currently in development.

2. A pavement design for Oak Lane will need to be submitted and approved. The pavement design shall follow Illinois Department of Transportation pavement design standards.
3. The approach onto Oak Lane shall be modified to accommodate truck turning movements to the satisfaction of the Illinois Department of Transportation.
4. An agreement must be in place, prior to a formal site plan being approved, requiring the developer to make improvements to the intersections of Ash Avenue with Water Street and Ash Avenue with Huston Hills Road that are deemed necessary if traffic generated by the Aldi store hinders the operation of the intersection of Ash Avenue with Water Street.
5. The six (6) parking spaces located along the north side of the building shall be marked with signs that clearly delineate these spaces as "employees only".
6. A one (1) lot subdivision plat will be required to be submitted, approved and recorded prior to a formal site plan being approved.
7. Dwarf variety of shrubs must be installed at the required 24 inches in height or spread.
8. The only permitted use for this Planned Development is a grocery store.
9. Final site, landscaping and lighting plans shall be submitted to and approved by the Department of Planning and Building Services, Public Works Department and the Fire Department prior to building permits being released.

Section XIX.G.2. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing to review the Planned Development plan and report its findings concerning the effect on the comprehensive plan and compliance with the standards of review to the City Council. A motion to forward Calendar Number 15-25 to the City Council with a recommendation for approval is suggested.

Mr. Newton asked if any changes are made from the proposed plan would the developer have to come back to the Plan Commission since this is a Planned Development. Ms. Stickle said there are a few things that can be done administratively, however; most changes would have to come before the Plan Commission.

Mr. Ed Flynn, representative, was sworn in by Mrs. Poland.

Mr. Flynn stated Aldi is a full service grocery store with an international influence. Presently, there are two (2) Aldi stores in Decatur. The plan is to close the store on Pershing Road.

Mr. Flynn said this is a logical place for a commercial development since this intersection has the highest traffic count of any intersection in Decatur. This will be an increase in the EAV and the sales tax for the City of Decatur.

Mr. Flynn said he completely understands and respects the opposition to the project, however; he would like to emphasize that this project will benefit over 25,000 households. He would hate to lose this project to Forsyth. Aldi wants to remain in Decatur and they want to be a good neighbor.

Mr. Flynn stated the store hours will be Monday through Saturday, 9 a.m. to 8 p.m. and from 11 a.m. to 7 p.m. on Sunday. The lighting will go on at dusk and all the lights will go off except for one (1) parking lot light when the store closes. At 9 p.m. all of the lights will be off.

Mr. Flynn said there will only be twelve (12) deliveries throughout the week and most of these would be during business hours. The truck deliveries will egress/ingress off of Ash Avenue and will be coming from the north. If the delivery trucks would happen to come from the south they

would turn as if going to the Wal-Mart facility and head south on Prospect to turn west onto Ash Avenue.

Mr. Flynn said the detention pond will be a grassy area that is professional landscaped and maintained.

Mr. Luay Aboona, KOLA, was sworn in by Mrs. Poland. Mr. Aboona said his company prepared the traffic study for Aldi. The intersection was looked at during the weekday evening at peak hour and on Saturday midday. The counts showed highest during the weekday evening with about 3,400 cars traveling through the intersection and 3,000 cars on Saturday. The capacity analysis showed the intersection meets standards in terms of level of service and delays. There is some inefficiency due to the split phase of the east and west legs of the intersection. This creates some traffic build up on Ash Avenue and occasionally it does extend to Huston Hills. There is an opportunity for traffic to clear at each cycle and for cars to enter and exit from the proposed Aldi and Huston Hills. Mr. Aboona said cameras were set up on Ash Avenue for a gap study. This showed there are plenty of gaps which would allow for hundreds of cars for a left turn into the site or a left out of the site. This was done over an hour period. Mr. Aboona said the delays experienced at the intersection will be low and not be significant. There will be a left turn lane into the site. Mr. Aboona said in summary the study showed there is adequate capacity and the traffic can be accommodated.

Mr. Flynn stated during the meeting with the neighborhood residents there was concern about the number of accidents at the intersection. Mr. Aboona said the accident data is from 2009 to 2013. The rate of accidents averaged one (1) accident per month. Ash Avenue had five (5) accidents reported from the west during the five (5) year period.

Mr. Bruce Frantz asked if the study included vehicles turning onto Ash Avenue and heading west to MacArthur Road. Mr. Aboona said they estimated ten (10) to twelve (12) cars an hour.

Mr. Mark Foster, Weaver Consultants, was sworn in by Mrs. Poland.

Mr. Foster stated the storm water runoff will be detained onsite in a dry detention pond west of the truck dock. Most of the time, the pond will be grass unless there is a major event and at the time will hold runoff. This will be maintained by Aldi.

Mr. Foster said the lighting on the site will be designed with the requirements of the City. There will be zero footcandles at the lot lines.

Mr. Flynn stated he is confident that Aldi will be a good neighbor and would like the Plan Commission to approve and forward this item to City Council.

Ms. Sherry Procarione, 1440 East Buena Vista, asked the Plan Commission to vote no for this item. She does not feel this project will benefit all of the community; it is not compatible with the northwest or southwest corners of Route 51 and Ash; it is not consistent with the neighborhood nor the traffic flow and this is particular shopping for a particular segment of society. This move will leave a vacant building so there is no benefit of increased sales tax. There are other vacant buildings on the north side of the City that could be utilized and not disrupt a quite neighborhood that has been there for decades. The City should not change this area.

Mr. Edward Dawson, 260 Michael Avenue, was sworn in by Mrs. Poland.

Mr. Dawson said this is an upscale neighborhood of Decatur and well taken care of. Mr. Dawson said there will be more of a traffic problem due to the left hand turn lane. The trucks will use Oak Lane and people that live there will not be able to get down the road. Mr. Dawson

stated there are enough vacant buildings now in Decatur. [attachment of letter from Mr. Dawson distributed prior to the start of the meeting]

Ms. Mackey Spurlock, 596 West Ash Avenue, was sworn by Mrs. Poland.

Ms. Spurlock has lived at this residence for almost forty (40) years. The intersection at Ash Avenue and North MacArthur has evolved from one (1) stop sign to three (3) stop signs and is now one of the busiest intersections in the City. Traffic on Ash Avenue is always steady and at peak commute times always stacked up to get through the intersections. Huston Hills residents have trouble now getting onto Ash Avenue. Ms. Spurlock said she challenges the traffic study. Does a study done on Friday afternoon and Saturday constitute a reliable study. This project will only add more traffic and cause bottlenecks even with the new left turn lane. This will only be a problem for this area.

Mr. Jeff Forbes, son of Jim and Barbara Forbes of 145 West Ash Avenue, was sworn in by Mrs. Poland.

Mr. Forbes said as a commercial real estate agent and broker he feels this project is incompatible with the neighborhood and will create unsafe traffic patterns. Replacing single family homes with parking lots, loading docks, trucks and detention ponds is not compatible with a residential neighborhood. The homes they are planning to demolish are not homes that are in disrepair or blighted. These are very nice homes. Property values will depreciate. Mr. Forbes had aerial photographs [attached] of other Aldi stores in other cities. The layouts have multiple points of egress/ingress and do not have trucks backing up on residential streets. These roads were never intended for commercial truck traffic. The traffic study said the maximum number of cars stacked were thirteen (13). There is another photograph [attached] that has approximately twenty-two (22) to twenty-four (24) cars stacked. The traffic will be increased by thirty-three (33) percent of what the traffic is today. The additional lanes will be very narrow and will be very dangerous for vehicles traveling at thirty (30) miles per hour. The turn into Aldi will be a sharp ninety (90) degree turn. This is an extremely difficult traffic pattern. The truck traffic is not safe backing up in a residential neighborhood. This is not a good design nor a good use of the property.

Mr. Tim Bresnan, 114 West Ash Avenue, was sworn in by Mrs. Poland.

Mr. Bresnan said the only entrance and exit is directly across from his driveway. He would like to know how he is supposed to get out of his driveway. Mr. Bresnan said he has a large family and they will no longer be able to park on the road. This project will decrease the property value and also increase traffic on an already very busy street that has many accidents. Mr. Bresnan said the neighbors do not want their neighborhood destroyed.

Ms. Jacqueline Goetter, 4686 East Powers Boulevard, was sworn in by Mrs. Poland.

Ms. Goetter said this project affects more than our northwest families. Ms. Goetter stated there is land available in Wal-Mart's back yard at the corner of Ash Avenue and Martin Luther King Jr. Drive. There are also two (2) parcels of land for sale south of that intersection along with East Pershing and Martin Luther King Jr. Drive. Ms. Goetter said Route 51 and Ash Avenue is a main entrance to the City. On the west side is a church and an established neighborhood. All of the commercial retail is to the east of the intersection. Ms. Goetter said that Aldi is an off brand discounted grocery store and this is not the right place for it to be. Ms. Goetter said the number of neighborhoods is limited in Decatur as the City is not growing, there are no housing projects and the City is not annexing land. Ms. Goetter said there are other sites for this project and hopes the Plan Commission does not approve this item.

Mr. Joseph Lynn Walston, 3928 North Cowgill, was sworn in by Mrs. Poland.

Mr. Walston does not believe this project belongs in the neighborhood. There are many pedestrians walking in the area and close to the area is a bicycle path. If the commercial trucks are going down the street this could be a dangerous situation. Mr. Walston said there are many alternative sites for this project.

Mr. Allen Illisis, 223 West Cambridge, was sworn in by Mrs. Poland. Mr. Illisis has lived at this address a little over two (2) years. Mr. Illisis said residential zoning is to protect the property value; protect the public health and welfare; protect the safety; and to make the City or town a more agreeable place to live. This is an established residential neighborhood. A business coming in will reduce the property value. Mr. Illisis said he was rear ended at the intersection and the accident was not turned in. There was an accident involving three (3) cars about three (3) months ago. This is already a bumper car area; what will it be like when you add another business. You will have trucks running through the residential neighborhoods. Adults and children are riding bicycles through this area as well as people walking their dogs. Mr. Illisis would like the Plan Commission to look at this area as an established area. This is not safe, good for the property values or the people.

Ms. Ashley Gallaway, 4231 Regina Road, was sworn in by Mrs. Poland.

Ms. Gallaway said she lives at the corner of Regina and Ash Avenue. Ms. Gallaway said there is a church north of Ash Avenue and a traffic study was not done on Sunday. She said neighbors have been complaining about the high amount of traffic on Sunday. This will also increase the traffic flow. Ms. Gallaway stated there are children walking between 2 p.m. and 3 p.m. in the afternoon since the children go to Parsons School and are not allowed bus transportation. There is also a bus stop at the corner of Ash and Regina for Stephen Decatur School.

Mr. Bruce Baker, 135 West Ash Avenue, was sworn in by Mrs. Poland.

Mr. Baker said he lives right next door to the Planned Development. Mr. Baker said he has a petition with 600 signatures on it opposing this project [attached].

Ms. Liz Rosenthal, 236 West Oak Lane, was sworn in by Mrs. Poland.

Ms. Rosenthal said she was glad to see all the neighbors opposing this project. Ms. Rosenthal is concerned about the additional traffic and heavy trucks. Her husband sleeps during the day and with the additional traffic this would be difficult. There are also children and small animals in the area and she fears for their safety. Ms. Rosenthal asks that the Plan Commission vote no on the rezoning.

Chairman Livingston stated for the sake of time, and so a decision can be made today, if there are any different or additional views or aspects they would be greatly appreciated. The Plan Commission is under the assumption that most of the objectors are here due to the additional traffic, property values and other concerns previously stated by more than one (1) person.

Ms. Judy Hohlbauch, 145 West Oak Lane, was sworn in by Mrs. Poland.

Ms. Hohlbauch said the loading docks will be right by her driveway. She feels the trucks are going to come into her driveway to back up to the loading docks. Ms. Hohlbauch said that Aldi on Pershing Road is across the street from low income apartment buildings. If Aldi comes to this location it will hurt these people who walk across the street to shop at Aldi. Ms. Hohlbauch said Aldi should enlarge the store on Pershing to help these people and keep the northwest neighborhood as it is.

Ms. Leslie Dawson, 216 Michael Avenue, was sworn in by Mrs. Poland.

Ms. Dawson said there are over 400 people who are opposed to this rezoning and the construction of a new Aldi. This project will cause congestion problems and the upscale neighborhood will be sacrificed. There may possibly be three (3) people hired. The neighborhood resident's vote should count. The Plan Commission should make the right common sense decision. Please look at the whole picture.

Ms. Teresa Burton, 464 West Ash Avenue, was sworn in by Mrs. Poland.

Ms. Burton asked if the traffic study was done based on vehicles going 30 mph. Vehicles never travel at 30 mph on the roads. The left lane will be a safety hazard. Ms. Burton said she lives at the bottom on Ash Avenue and said that any time they have a heavy rain there is drainage issues at the bottom of the hill.

Mr. Jack Myatt said he would like everyone to understand that City Council has the final decision on this. He said everyone should make sure they attend the City Council meeting.

Ms. Jo Carter, 4292 Huston Hills Road, was sworn in by Mrs. Poland.

Ms. Carter would like for consideration to be taken on the air quality. She feels there is a systematic erosion of the area of the City by commercial establishments.

Ms. Sue Cunningham, 112 Manchester, was sworn in by Mrs. Poland.

Ms. Sue Cunningham was concerned if the City was spending money on obtaining the properties, roads and drainage areas or if Aldi was going to pay for all of this. Ms. Cunningham would like the Plan Commission to think of the people who live in the area.

Mr. Flynn stated the trucks making deliveries will not encroach on private driveways. The drainage will be to the east of the property and not downhill on Ash Avenue. The costs Ms. Cunningham raised are all developer expenses, not the City's. The store is going to be 3,000 square feet larger than the existing store on Pershing Road and built under the new profile. They expect their sales to increase which will increase sales tax.

Mr. Flynn said he completely understands the emotional aspect of the neighbors. Mr. Flynn stated immediately east of the proposed development there are many commercial properties that were also emotional at that time. This is nothing new for the Plan Commission and the City Council. Aldi will be a good neighbor and it makes perfect economic sense to enhance the EAV and sales tax for the City. Mr. Flynn said Aldi does not want to go to Forsyth. Mr. Flynn said he requests the Plan Commission approve and send this project to the City Council for approval.

Mr. Mike Sotiroff asked if this were to move forward and traffic problems occur at Ash & 51 are there any contractual obligations that Aldi would have to fix the problems. Mr. Flynn said one of the conditions of the development is that if traffic problems are observed that they will have to be addressed by the developer. Mr. Flynn deferred to Ms. Stickle. Ms. Stickle said an agreement has not been written to hold them accountable at this time, however; there would be an agreement with certain thresholds that the developer's engineers and their attorney, as well as City Engineering and Legal would have to determine.

Chairman Livingston asked how long the average stay at the store would be and how many cars per day would visit the store.

Mr. Mike Roach, Aldi, was sworn in by Mrs. Poland.

Mr. Roach said there are about 900 cars in and 900 cars out a day. The average stay is about twenty (20) minutes.

Mr. Sotiroff asked if there was a time frame for the 900 cars coming out or a concentration during a particular time of day. Mr. Aboona stated there are approximately about 85 cars in and

85 cars out in the evening peak hour and on Saturday slightly higher with 95 cars in and 95 cars out.

Chairman Livingston asked what period of time the traffic study occurred. Mr. Aboona said it happened during the evening hours on a weekday between 4 p.m. and 7 p.m. and 11 a.m. to 2 p.m. on a Saturday. The peak hours during the week are 4:30 p.m. to 5:30 p.m. and on Saturday 11:30 a.m. to 12:30 p.m. Chairman Livingston asked if it was standard business practice to only do two days instead of multiple days. Mr. Aboona said yes. Chairman Livingston asked if the study was based on 30 mph. Mr. Aboona said there is a five (5) percent increase since eighty-five (85) percent of the people drive approximately five (5) miles over the speed limit.

Chairman Livingston asked if the Huston Hills exit was included in the study. Mr. Aboona said the intersection was not a very heavily traveled intersection during the count hours of the study. During the evening peak hour there were ten (10) cars that made a left hand turn onto Ash Avenue and only two (2) cars made a right hand turn. Coming in there were thirteen (13) cars that made a right hand turn off of Ash Avenue and only one (1) car coming from the west. Chairman Livingston asked how far the exit of the store was from the Huston Hills intersection. Mr. Aboona said it is approximately fifty (50) feet west of it.

Mr. Bobby Hohlbauch, 145 West Oak Lane, was sworn in by Mrs. Poland.

Mr. Hohlbauch asked how the members of Plan Commission would like to have this project in their front yard.

Ms. Mackey Spurlock said she lives at the corner of Ash Avenue and MacArthur Road. She would like the Plan Commission and the City to consider the traffic at Ash Avenue and MacArthur Road. Ms. Spurlock said there were nine (9) to ten (10) cars stacks on a Friday afternoon at 4:30 p.m. The traffic was backed up to Shadow Lane one morning at 7:30 a.m. This area cannot take any more traffic.

Ms. Julie Bresnan, 114 West Ash, was sworn in by Mrs. Poland.

Ms. Bresnan said that her driveway lines up with the Aldi store entrance and exit. She stated she and her neighbor will never be able to get out of their driveways. There is a teenage driver who leaves early currently so she can get out of the driveway due to heavy traffic.

Ms. Leslie Dawson said the plans for the new store is contrary to the rest of the stores that are basically warehouses. She feels that Aldi is strong arming the City by stating they will go to Forsyth.

Chairman Livingston asked if Aldi had to stick with this plan since it is in a Planned Development or could they put a bland warehouse store up. Ms. Stickle stated they have to have the landscaping, parking and they have submitted the design they want to do. The City has not always held developers to their design.

Mr. Roach said Aldi has been in Decatur for about twenty-one (21) years. The stores that are built today are nothing like the stores that were built years ago. The brand and products change and they have realized changes have to be made inside and outside. Aldi is trying to continue to operate in Decatur and bring the latest and greatest prototype to the City. Chairman Livingston asked if they are willing to commit to keep the façade similar to what has been designed. Mr. Roach said yes.

Mr. Roach said the store would like to continue in Decatur and the logical place is the highest traffic count. It was not meant as a threat to go to Forsyth if this does not happen. They were looking up and down Route 51.

Ms. Charlotte Brautigam, 258 Brown Avenue, was sworn in.

Mr. Brautigam said in 1996 the Plan Commission heard testimony concerning rezoning the corner lot for an office. It was denied. A traffic study was done during a twenty-four (24) hour period at that time. There were almost 7,000 cars going west and almost 6,000 cars going east. She would like to have the traffic study compared to this traffic study. She would like to see a twenty-four (24) hour study done, not a two (2) hour.

Ms. Brautigam is concerned with the drainage on Brown Avenue. A storm sewer was finally put in and drainage is going to Huston Hills. There are twelve (12) patch jobs she would like the City to look at. Ms. Brautigam would like the drainage and the traffic study looked at closely.

It was moved and seconded (Myatt/Smith) to forward Calendar No. 15-25 to the City Council with a recommendation not to be approved. Motion denied 2-5 with Clevenger, Newton, Smith, Sotiroff and Livingston voting nay.

It was moved and seconded (Newton/Sotiroff) to forward Calendar No. 15-25 to the City Council with a recommendation for approval. Motion carried 5-2 with Myatt and Frantz voting nay.

REZONING NOT NEEDED

As a taxpayer of Decatur I would like to say that there is **NO** need to rezone the corner of 51st, Ash and Oak Ave to accommodate Aldi's desire to build on that location in Decatur. This rezoning will degrade an upscale neighborhood which is exceptionally maintained by long term tax paying Decatur homeowners. This gives Decatur a positive image as visitor's come into town from the North on 51. And makes Decatur attractive to future Corporations that employ more than 15 people. Construction of a new Aldi's will create two eyes sores: the store they abandon and the new slightly bigger store.

At the meeting with CC Consulting Group and Aldi's on 27 August they stated the new store will only be 3,000 sq. ft. larger than the current store. But there will be less parking than at the current site. This makes no sense. Aldi's legal representative stated that the traffic issues and related expenses will be the responsibility of Decatur paid through taxes. As a taxpayer Decatur cannot and must not take on anymore debt.

There are plenty of empty business locations in Decatur that would accommodate Aldi's desire to move. Besides there is enough space to enlarge their current store which has better access than they will have on Ash. On Ash they will have to create a left turn lane which will increase the numerous traffic problems at that corner. Plus Aldi's delivery trucks will have to back into the store on Oak to off load goods because there is no room to make Oak two lanes.

This is not just a neighborhood issue, it is a Decatur issue. We need offer the current empty but zoned commercial spaces to businesses new and existing who want to expand. Just because Aldi's wants to capture Walmart's left over business (their words) does not justify rezoning this long term upscale residential neighborhood.

Dunkin Donuts and Decatur Pawn and Jewelry just repurposed two buildings on Pershing. Even the Decatur Police Department revitalized and expanded into an existing building. Aldi's could do the same. There are a number of vacant buildings on Pershing for a start that would accommodate their needs just as well with better access to their new store without creating more traffic issues at 51, Ash and Oak Ave.

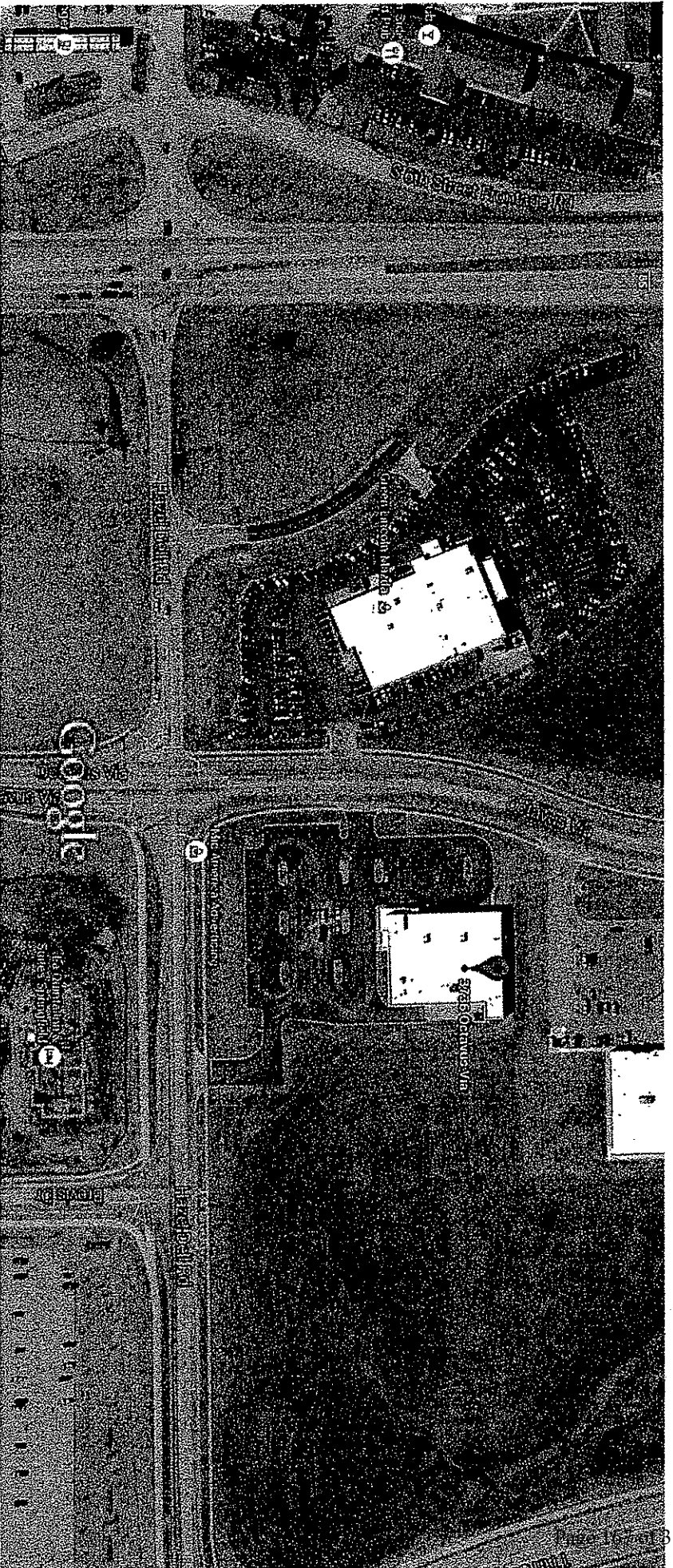
Over 400 taxpayers have signed a petition against this rezoning of an upscale neighborhood. I encourage the Decatur Planning Commission and Decatur City Council to **NOT APPRIVE** this rezoning. We need to fill the empty business properties we already have. We need Decatur revitalized with new business. Not more of the same business just in a different location.

We need to rebuild and revitalize locations already zoned commercial. If we want to preserve our attractive and desirable city this reckless rezoning must stop.

Edward Dawson

260 Michael Ave.th

Decatur, IL 62526



3736 Octavus Via
Springfield, IL 62711

Imagery ©2015 DigitalGlobe, USDA Farm Service Agency, Map data ©2015 Google

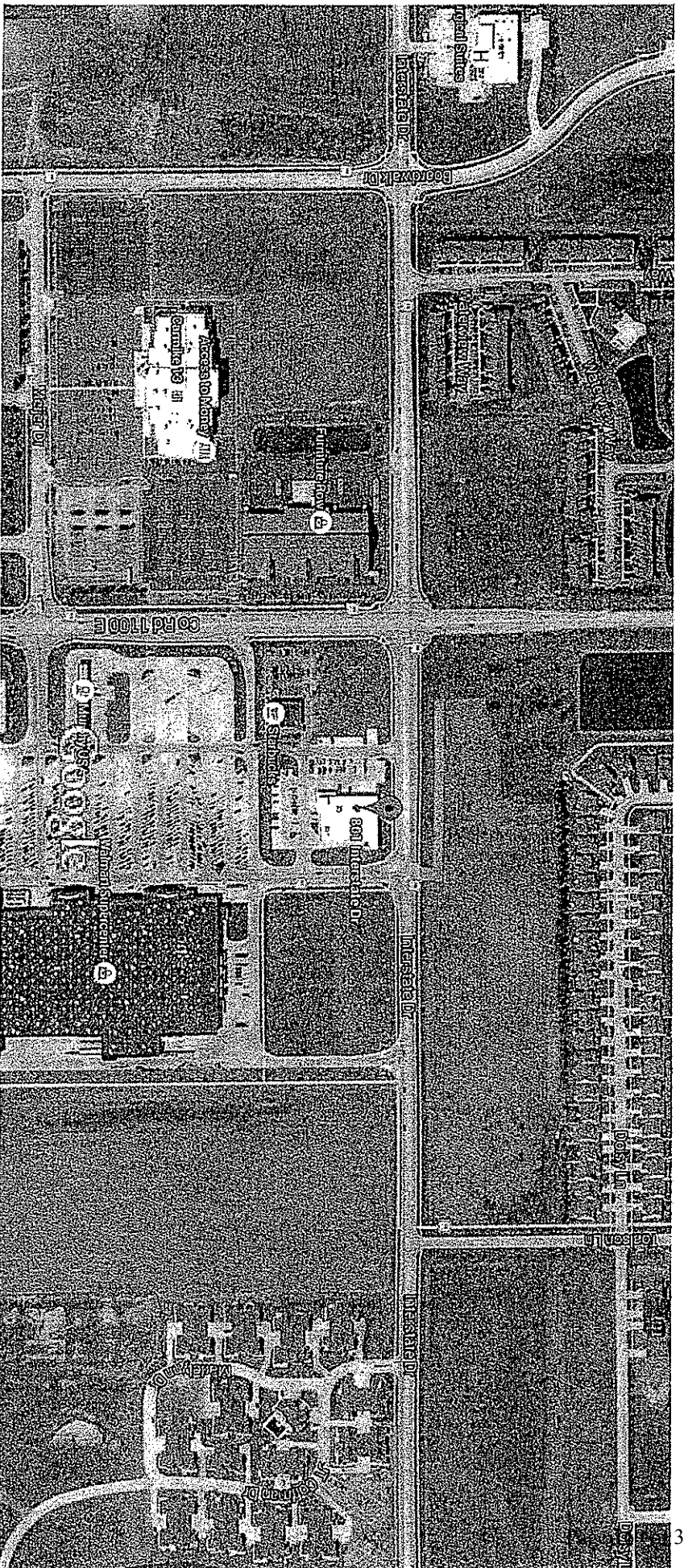
100 ft



Google

301 Greenbriar Dr
NORMAL, IL





Imagery ©2015 Champaign County GIS Consortium, DigitalGlobe, USDA Farm Service Agency, Map data ©2015 Google 200 ft

801 Interstate Dr
Champaign, IL 61822

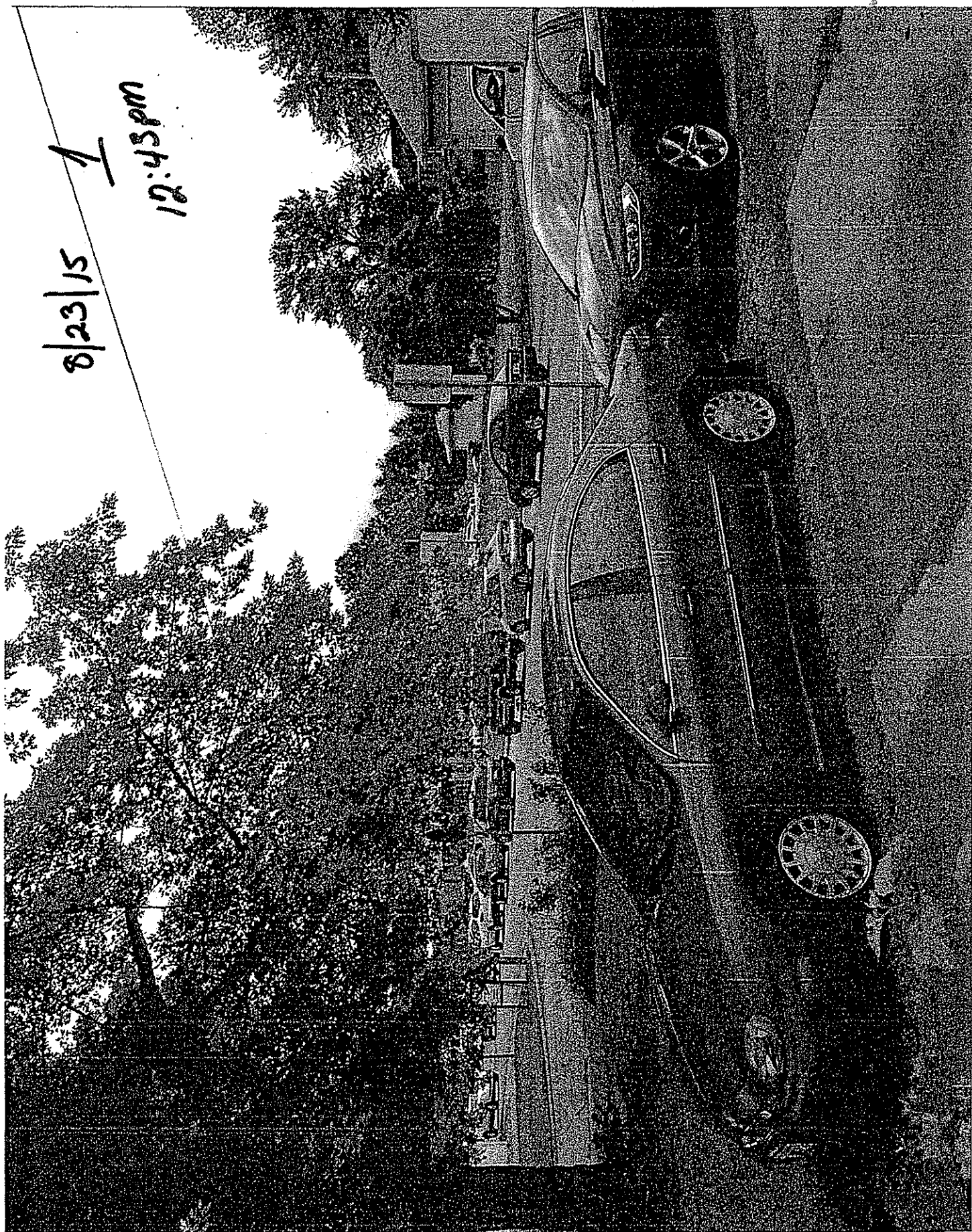


Google

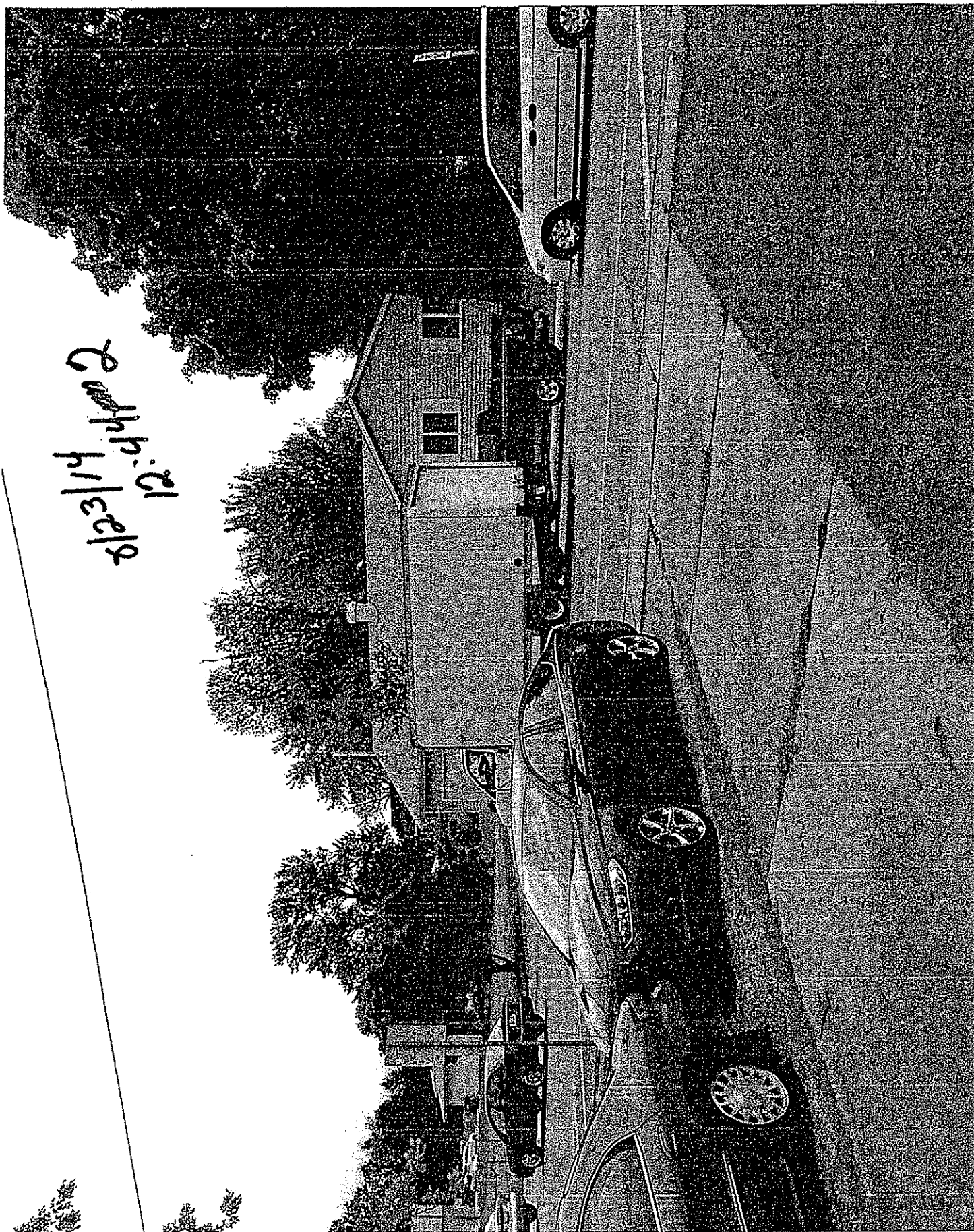
1005 W Pershing Rd
DECATUR, IL



8/23/15
1
Wsch: 81
12:45pm

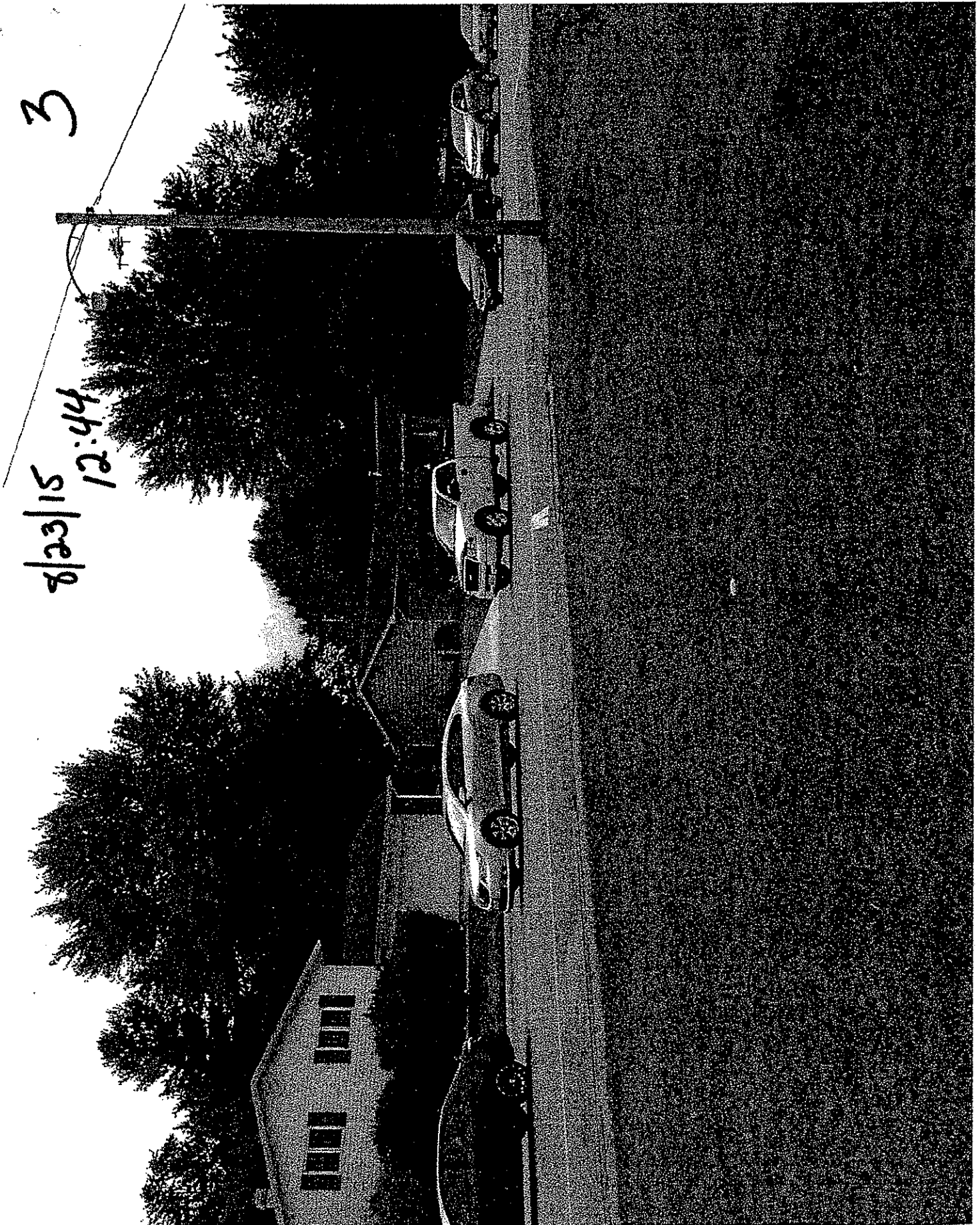


8/23/14 12:44 PM
2



3

8/23/15
12:44
SI/CE/8



WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

[illegible]

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
	LARRY W. GRIESBACH	3144 MARABLE CT. DEC.	9/2/15
	CARRIE A REYNOLDS	415 WINGWOOD DR. DECATUR	9/2/15
	DAVID H. SWINEY	166 BELL ST. MTZON	9-2-15
	RANDY ELLIS	700 S. ARTUR WALKER	9-2-15
	SUE REUBEN	5930 TIMBERLANE DR	9-2-15
	ANN GREEN	5825 KENTLAND DR	9-2-15
	OLIVIA MACINTOSH	2145 E. ELWOOD RD	9-2-15
	JUSTIN BRINKHEATER	2851 PRIMROSE LN	9-2-15
	BEN TAYLOR	2015 HATHORNE DR	9-2-15
	LES PATTERSON	1215 S. GUNN	9-2-15
	TIM DAVIS	8238 U.S. HWY 38	9-2-15
	STEVE SKIBBINS	8423 RUSSELL CIRCLE	9-2-15
	TESSA REED	1131 N. VERNON ST.	9-2-15
	BRAD ELLIS	700 S. ANTHONY DR	9/2/15
	RACHEL SWINEY	1045 E 700 NORTH RD	9/2/15
	DAVID HUESTEP	2447 E 1900 MARSHALL AVE	9/2-15
	TOM THAFF	501 W MAIN MEMPHIS RD	9/2/15
	DALTON NICKOLLS	4300 LAKEWOOD AVE. DECATUR	9/2/15
	JASON GLISCHOFF	4851 KEY BLVD	9/2/15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

[illegible]

original

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Jill Hamilton</i>	Jill Hamilton	757 Christopher Dr	8/29/15
<i>David P. P. P.</i>	David P. P. P.	2575 E. Garfield	8/30/15
<i>Joe Oyler</i>	Joe Oyler	23 Nolan Drive	8/30/15
<i>Andrew Bessie</i>	Andrew Bessie	4013 N Buckingham	8/30/15
<i>Tori Butler</i>	Tori Butler	3086 N Grendage Dr	8/30/15
<i>Joe Maple</i>	Joe Maple	319 N Glendale Ave	8/30/15
<i>Michael Alldergood</i>	MICHAEL ALDERGOOD	2023 S. 45th St.	8/30/2015
<i>Scott Allen</i>	SCOTT ALLEN	4140 GRACES LANE	8/30/2015
<i>Larry Sweet</i>	LARRY SWEET	1139 E. Jordan Ave	8/30/15
<i>Dan Modesty</i>	DAN MODESTY	120 E Maple St	8/30/15
<i>Ken Walker</i>	Ken Walker	6840 Grapeween Road	8/30/15
<i>Jim Kirkwood</i>	Jim Kirkwood	9540 Pipers Ct	8/30/15
<i>David Lambert</i>	DAVID LAMBERT	4410 KELSEY RD NW ZION	8-30-15
<i>Brandon Bryant</i>	Brandon Bryant	4084 Valley Dr	8/30/15
<i>Jeff Elliott</i>	Jeff Elliott	655 Illinois St	8-30-15
<i>Ray Kaler</i>	RAY KALER	3912 Sutherland	8-31-15
<i>2115 Ramsey Rd</i>	2115 Ramsey Rd	Deatonville	8-31-15
<i>Dawn Jackson</i>	Dawn Jackson	Deatonville	8/31/15
<i>Jennifer Rose</i>	Jennifer Rose	Deatonville	8/31/15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

[illegible]

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

[illegible]

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

Hladis wants to move to the corner of W. Ash Street and Rt. 51 kanti corner from Walmart

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Mary Nagy</i>	Mary Nagy	727 E. Howard	9-1-15
<i>Jeremy Sekosky</i>	Jeremy Sekosky	3656 E. Maynard St	9-1-15
<i>Tracy Sanger</i>	Tracy Sanger	3925 N. Birchard	9-2-15
<i>Burki Limani</i>	Burki Limani	730 E. Elm Street	9-2-15
<i>BENJAMIN VANKOSKI</i>	Benjamin Vankoski	1752 N. Gulick Ave	9-2-15
<i>Tawanna Wiggins</i>	Tawanna Wiggins	755 W. Eldorado	9-2-15
<i>Becky Eckart</i>	Becky Eckart	1931 S. 32nd St	9-2-15
<i>Judith VanMatre</i>	Judith VanMatre	870 W. Division	9-2-15
<i>Lois Traugott</i>	Lois Traugott	1041 N. Sunnyside	9-2-15
<i>Lisa Loebl</i>	Lisa Loebl	773 N. Excelsior	9-2-15
<i>Stephanie Scribner</i>	Stephanie Scribner	2027 E. North St	9-2-15
<i>Brandon Corker</i>	Brandon Corker	3445 Alchristine	9-2-15
<i>Rickie Hughton</i>	Rickie Hughton	1071 W. Jackson	9-2-15
<i>Carl Young</i>	Carl Young	4077 Camelot Dr	9-2-15
<i>Cecilia Fox</i>	Cecilia Fox	3055 Fairies Placid	9-2-15
<i>Ruth Huber</i>	Ruth Huber	275 Wayside Ave	9-2-15
<i>WILLIAM PLABY</i>	WILLIAM PLABY	2030 N. BEACELAND	9-2-15
<i>DANASHA BOND</i>	DANASHA BOND	3444 Southern Hills Dr	9-2-15
<i>Denise Hardy</i>	Denise Hardy	3146 Southern Hills	9-2-15
1st meeting is the planning committee			Sept. 3
2nd meeting is city council			Sept. 21

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Kay W. Hunk</i>	KAY W. HUNK	1043 Aspen Trail	9-1-15
<i>Bob Patterson</i>	BOB ELAN NIKAN	1033 Aspen Trail	9-1-15
<i>Shirley Flanagan</i>	SHIRLEY FLANNIGAN	1033 Aspen Trail	9-1-15
<i>Joyce Miller</i>	JOYCE MILLER	4720 Beechwood TR	9-1-15
<i>Phyllis Spinner</i>	Phyllis Spinner	4740 Beechwood TR	9-1-15
<i>Muriel Richardson</i>	Muriel Richardson	451 Arbor Dr	9-1-15
<i>James Richardson</i>	James Richardson	951 Arbor Dr	9-1-15
<i>Cassandra Wheeler</i>	Cassandra Wheeler	4603 Nicklaus Ct	9-1-15
<i>Russell L. Corey</i>	Russell L. Corey	4663 Nicklaus Ct	9-1-15
<i>RA MAN SWEIGER</i>	RA MAN SWEIGER	2830 N. PRINGROSE LN	9-1-15
<i>Robert C Miles Jr</i>	Robert C Miles Jr	4875 Everis Ave	9-1-15
<i>Wesley Pietsch</i>	WESLEY PIETSCH	4663 REDBURN CT	9-1-15
<i>M. Jean Redmond</i>	M. Jean Redmond	205 W. Lincoln MAROA	9-1-15
<i>Binnie Kenner</i>	Binnie Kenner	1025 E. Washington	9-1-15
<i>Norma Miles</i>	NORMA MILES	15093 N. Wood MAROA	9-1-15
<i>Judith A. Cornell</i>	JUDITH A. CORNELL	3008 N. HOLLY	9-1-15
<i>James D. Cornell</i>	James D. Cornell	3208 HOLLY	9-1-15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

[illegible]

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>[Signature]</i>	Angie King	4721 Barbours Ct	8-31-15
<i>[Signature]</i>	Jamie Apple	4741 Barbours Ct.	8/31/15
<i>[Signature]</i>	Nate Jay	4761 Barbours Ct	8/31/15
<i>[Signature]</i>	Abley Donaker	4771 Barbours Ct	8/31/15
<i>[Signature]</i>	Christen Stimler	4781 Barbours Ct	8/31/15
<i>[Signature]</i>	VINCENT KUNZ	4770 Barbours Ct.	8/31/15
<i>[Signature]</i>	TONY WALKER	4631 Dogwood	8/31/15
<i>[Signature]</i>	Valerie M. Grohne	4621 Dogwood Ct.	08-31-15
<i>[Signature]</i>	Tanya Mechi	4611 Dogwood Ct	8/31-15
<i>[Signature]</i>	MIKE GILMOUR	4652 Dogwood Ct	8/31-15
<i>[Signature]</i>	Carla Presich	1055 Ashwood	9-1-2015
<i>[Signature]</i>	BARB FRIEND	1029 Ashwood TR	9-1-15
<i>[Signature]</i>	ROBERT GILMOUR	1025 ASHWOOD	9/1/15
<i>[Signature]</i>	MIKE STEPHENSON	4654 NICKLAWS CT.	9/1/15
<i>[Signature]</i>	SHYAMALA CHANDRENDRA	4646 NICKLAWS Ct.	9/1/15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Lynn A. Wollenberg</i>	Lynn A. Wollenberg	4620 Trevino Lane	7/23/15
<i>Marcella K. Cremer</i>	Marcella K. Cremer	4640 Trevino Lane	7/23/15
<i>Pamela K. Hayes</i>	Pamela K. Hayes	4635 Hedgewood Ct.	7/27/15
<i>Nancy A. Frey</i>	NANCY A. FREY	2424 CENTRAL DR	8-27-15
<i>Bruce C. Feden</i>	BRUCE C. FEDEN	2424 Central	8-25-15
<i>Laurence Morris</i>	Laurence Morris	4787 Redwood	8/26/15
<i>PEG CAMBRUZZI</i>	PEG CAMBRUZZI	4787 REDWOOD CT	8/26/15
<i>Barbara S. Luster</i>	Barbara S. Luster	4385 E. Lincoln	8/28/15
<i>Sheila Tahill</i>	Sheila Tahill	5344 N. MacArthur	8/28/15
<i>Aaron P. Griffith</i>	Aaron P. Griffith	1635 Westside Dr	8-30-15
<i>Angela Griffith</i>	Angela Griffith	1635 Westside Dr.	8-30-15
<i>Pat Thomas-McKee</i>	Pat Thomas-McKee	784 Spyneglass Blvd	8-30-15
<i>Dennis McKee</i>	Dennis McKee	784 Spyneglass Blvd	8-30-15
<i>HELEN CUNNINGHAM</i>	HELEN CUNNINGHAM	1926 W. Packard St	9-1-15
<i>Judith K. Klein</i>	Judith K. Klein	1015 Ashwood Trail	9/1/15
<i>Bonnie Greene</i>	Bonnie Greene	974 Ashwood Trail	9-1-15
<i>LOUISE DOTON</i>	LOUISE DOTON	40 North Drive	9-1-15
<i>MARJORIE JAMES</i>	MARJORIE JAMES	1044 Oakwood Ct	9-7-15
<i>Rita L. Jinks</i>	RITA L. JINKS	1054 Oakwood	9/7/15

Aldi's Store Sept 3 @ 3pm - planning
wants to relocate Sept 21 @ 5:30 City Council

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>John McCall</i>	<i>John McCall</i>	125 W. C.E.T. MAIN PL	8/27/15
<i>Bryan DeBruin</i>	<i>Bryan DeBruin</i>	138 S. Woodstock Ave	8/27/15
<i>Beverly A Pierce</i>	<i>BEVERLY A PIERCE</i>	198 S. Woodstock Ave	8-27-15
<i>Craig S. Maudernacht</i>	<i>CRAIG S. MAUDERNACHT</i>	116 NORTON DRIVE	8-28-15
<i>Dennis Botts</i>	<i>DENNIS BOTTIS</i>	285 S. Woodstock Ave	8-28-15
<i>Gail Beemer</i>	<i>GAIL BEEMER</i>	128 S. Decatur	8/27/15
<i>Vicki Kikley</i>	<i>VICKI KIKLEY</i>	126 S. Decatur	8/27/15
<i>Marge Stallard</i>	<i>MARGE STALLARD</i>	129 S. Decatur	8/27/15
<i>Joe Crouse</i>	<i>JOE CROUSE</i>	141 S. Decatur	8/27/15
<i>Charles B. Michal</i>	<i>CHARLES B. MICHAL</i>	123 S. Decatur Ave	8/27/15
<i>Kim Shaffer</i>	<i>Kim Shaffer</i>	2310 W Main St.	8/28/15
<i>Harriet Greenberg</i>	<i>Harriet Greenberg</i>	140 ECT Manor Pl	8/28/15
<i>Ruth Weatherford</i>	<i>Ruth Weatherford</i>	150 East Court Manor Pl	8/28/15
<i>Matthew Weatherford</i>	<i>Matthew Weatherford</i>	150 East Court Manor Pl	8/28/15
<i>Stuart D. Meador</i>	<i>Stuart D. Meador</i>	165 East Court Manor Pl	8/28/15
<i>Devan Woods</i>	<i>DEVAN WOODS</i>	2210 W. MAIN	8-28-15
<i>Mariah Daniel</i>	<i>MARIAH DANIEL</i>	12 Edgewood St.	8-28-15
<i>John L. Langford</i>	<i>JOHN L. LANGFORD</i>	10 Edgewood	8-28-15
<i>Rita Ogler</i>	<i>Rita Ogler</i>	4 Edgewood Ct.	8/27/15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

[illegible]

Original

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Chissy Sparlock</i>	Chissy Sparlock	1509 Hunters View DR	7/1/15
<i>Judy DeBack</i>	Judy DeBack	3132 Turpin Rd	7/1/15
<i>Kathy Sparlock</i>	Kathy Sparlock	1509 Hunters View	7/1/15
<i>Andi Arnold</i>	Andi Arnold	1730 W. Wood St	6/2/2015
<i>George Streckfus</i>	George Streckfus	2025 Buckhead Rd	7/1/15
<i>Jesse Sargeant</i>	Jesse Sargeant	1820 S Phyllis	7/1/15
<i>Susan A. Klutis</i>	Susan Klutis	4324 Huston Hills	7-1-15
<i>Charles Brantigan</i>	Charles Brantigan	258 Brown Ave.	7-1-15
<i>Richard D. Brantigan</i>	Richard D. Brantigan	258 Brown Ave.	7-1-15
<i>Joan Chaney</i>	Joan Chaney	268 W Brown Ave	7-1-15
<i>Sonny Chaney</i>	Sonny Chaney	268 W Brown Ave	7-1-15
<i>Marilyn A. Dawson</i>	Marilyn A. Dawson	504 W. Ash	7/1/2015
<i>J. Michael Dawson</i>	J. Michael Dawson	504 W. Ash	7/1/2015
<i>Robert T. Kilton</i>	ROBERT T. KILTON	4156 N. SUNDERLAND RD	7-1-2015
<i>Joan M. Schullian</i>	JOAN M. SCHULLIAN	4145 N. SUNDERLAND	7-1-2015
<i>Anna Phiri</i>	ANNA PHIRI	4145 N. SUNDERLAND	7-1-2015
<i>Sandy Seymour</i>	Sandy Seymour	4374 Huston Hills Rd	7-1-2015
<i>Jeff Munklell</i>	Jeff Munklell	4364 Huston Hills Rd	7-1-2015
<i>Karen Riggs</i>	Karen Riggs	2610 W. St. Louis Bridge Rd.	7-1-2015

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Daniel Seymour</i>	Daniel Seymour	4374 Huston Hills Rd.	6/29/15
<i>Boye Davis</i>	Boye Davis	290 W. Michael	6/29/15
<i>Angel Wilson</i>	Angel Wilson	251 Michael Ave	6/29/15
<i>Edward Dawson</i>	Edward Dawson	260 MITCHELL AVE	6/30/15
<i>Kimberly Taylor</i>	Kimberly Taylor	235 Southampton	6/30/15
<i>Mary King</i>	Mary King	440 Patchford	6-30-15
<i>Larry King</i>	Larry King	440 Patchford	6-30-15
<i>Melinda O'Brien</i>	Melinda O'Brien	431 Patchford	6-30-15
<i>Kathryn Hamilton</i>	Kathryn Hamilton	445 Southampton Dr.	6-30-15
<i>David Gilman</i>	David Gilman	4505 Shadow Dr	6/30/15
<i>Samatha Gilman</i>	Samatha Gilman	4505 Shadow Dr	6/30/15
<i>Charles K Long</i>	CHARLES K LONG	38 RIDGE LANE DR	7-1-15
<i>Carolyn Long</i>	Carolyn Long	38 Ridge Lane Dr	7-1-15
<i>James Emrie</i>	James Emrie	5058 Sheffield	7-1-15
<i>Linda Ringel</i>	Linda Ringel	4050 Sheffield Dr	7-1-15
<i>Devin Adcock</i>	Devin Adcock	4045 Buckingham Dr.	7-1-15
<i>Liz Wherley</i>	LIZ WHERLEY	517 Shuffield Dr	7-1-15
<i>Dentise A. Wherley</i>	DENTISE A. WHERLEY	523 Shuffield Dr.	7-1-15
<i>Seth Stark</i>	SETH STARK	529 Shuffield Dr	7/1/15

3

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Kate W. Beggin & Andrew Beggin</i>	Andrew Beggin/Kate Beggin	4013 W. Buckingham Dr	6/30/15
<i>Rose Neithery</i>	Rose Neithery	511 Buckingham	6/30/15
<i>William R. Hutchins</i>	William R. Hutchins	505 W. Buckingham Dr	6/30/15
<i>Samuel Hutchins</i>	Samuel Hutchins	505 W. Buckingham	6-30-15
<i>Dylan Pitts</i>	Dylan Pitts	512 W. Buckingham	6/30/15
<i>Nicol Gaudin</i>	Nicol Gaudin	525 W. Buckingham	6/30/15
<i>ELITA M GRACE</i>	ELITA M GRACE	517 Buckingham Dr	6-30-2015
<i>Nathan Chapman</i>	Nathan Chapman	517 W. Buckingham	6-30-2015
<i>Laura Nickell</i>	Laura Nickell	505 W. Buckingham Dr	6-25-2015
<i>Rebecca Knight</i>	Rebecca Knight	4027 Buckingham Dr	6-25-2015
<i>Magdalene Brown</i>	Magdalene Brown	4027 Buckingham Dr	6-25-2015
<i>Lynnda Murphy</i>	Lynnda Murphy	4140 N. Newcastle	6/30/15
<i>Maria James</i>	Maria James	4102 N. Newcastle Dr	6/30/15
<i>Walter M. C. Vey</i>	Walter M. C. Vey	4102 N. Newcastle Dr	6/30/15
<i>Joan M. Fustich</i>	Joan M. Fustich	4157 Newcastle	6-30-15
<i>Jay McElury</i>	Jay McElury	4103 Newcastle Drive	6/30/15
<i>Charles R. Levinowski</i>	CHARLES R. LEVINOWSKI	4111 NEWCASTLE DR	6/30/15
<i>Harry Markle</i>	HARRY MARKLE	4111 NEWCASTLE DR	6/30/15
<i>George A. Stone</i>	George A. Stone	385 W. Ash Ave.	6/30/15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Julie Brennan</i>	Julie Brennan	114 W. Ash	6/26/15
<i>Tim Bresnan</i>	Tim Bresnan	114 W. Ash	6/28/15
<i>Nancy Jo Carter</i>	Nancy Jo Carter	4292 Huston Hills Rd	6/28/15
<i>Gregory P Carter</i>	GREGG CARTER	4292 HUSTON HILLS RD	6-28-15
<i>Sharon Wilson</i>	SHARON WILSON	251 MICHAEL AVE	6-28-15
<i>Susan Easton</i>	Susan Easton	277 W. Brown Ave	6-28-15
<i>Sandra Russell</i>	Sandra Russell	281 W. Brown Ave	6/28/15
<i>Sgt. K. Arnold</i>	Sgt. K. Arnold	4145 BUCKINGHAM DR.	6-28-15
<i>Kathleen Arnold</i>	Kathleen Arnold	4145 BUCKINGHAM	6-28-15
<i>Sandra Harrison</i>	Sandra Harrison	4133 N. Buckingham	6-28-15
<i>Harold Harrison</i>	Harold Harrison	4133 N. Buckingham	6-28-15
<i>Phil Pollet</i>	Phil Pollet	4095 N. Buckingham	6-28-15
<i>Shirley D Pollet</i>	Shirley D Pollet	4095 N. Buckingham	6-28-15
<i>Sharon C. Ducker</i>	Sharon C. Ducker	4095 N. Buckingham Dr	6-28-15
<i>Brian D. Ducker</i>	BRIAN D. DUCKER	424 NEWCASTLE	6/28/15
<i>Terica Hanning</i>	Terica Hanning	4120 N. Newcastle Dr	6-28-15
<i>Mary Harter</i>	MARY HARTER	4128 N. NEWCASTLE DR	6-28-15
<i>Joseph Sides</i>	Joseph Sides	186 W OAK CN	6-28-15
<i>Debbie Perry</i>	Debbie Perry	404 Cambridge Dr.	6-30-15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Johanna R. Hart</i>	Johanna R. Hart	174 W. Ash Ave	6-27-15
<i>Bonnie J. Hart</i>	Bonnie J. Hart	174 W. Ash Ave	6-27-15
<i>Morgan Kump</i>	Morgan Kump	154 W. Ash Ave	6-27-15
<i>Barbara Schaal</i>	BARBARA L. SCHAL	3851 Lourdes Dr	6-27-15
<i>Paul E. Joyce Walters</i>	PAUL E. JOYCE WALTERS	194 W. ASH AVE	6-27-15
<i>Megan Polley</i>	Megan Polley	295 W. Ash Ave	6/27/15
<i>Tom Blakeman</i>	TOMI BLAKEMAN	325 W. Ash Ave	6/27/15
<i>James L. Hagan</i>	JAMES L. HAGAN	345 W. ASH AVE	6/27/15
<i>Barbara A. Hagan</i>	BARBARA A. HAGAN	345 W. Ash Ave	6/27/15
<i>Jane Trotter</i>	JANE TROTTER	365 W. Ash Ave	6-27-15
<i>Edward D. Spurlay</i>	EDWARD D. SPURLAY	596 W. Ash Ave	6-27-15
<i>Margaret M. Spurlay</i>	MARGARET M. SPURLAY	596 W. Ash Ave	6/27/15
<i>Billy Rogers</i>	BILLY ROGERS	555 W. Ash Ave	6-27-15
<i>Susan Pound</i>	Susan Pound	543 W. Ash	6-27-15
<i>Kimberly E. Gorn</i>	KIMBERLY E. GORN	512 W. Ash	6-27-15
<i>Mary E. Hager</i>	MARY E. HAGER	Theresa Dr	6-27-15
<i>Theresa Dr</i>	Theresa Dr	Theresa Dr	6-27-15
<i>Gary Jackson</i>	GARY JACKSON	442 W. Ash Ave	6-27-15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Janice Jackson</i>	Janice Jackson	442 W. Ash Ave	6-27-15
<i>Kathleen Althoff</i>	Kathleen Althoff	681 Stella Dr.	6-27-15
<i>Justin Cunningham</i>	Justin Cunningham	414 W Ash Ave	6-27-15
<i>Margaret May</i>	MARGARET MAY	356 ASH AVE	6-27-15
<i>John Prien</i>	JOHN PRIEN	376 W. Ash Ave	6/27/15
<i>Samantha Chandel</i>	SAMANTHA CHANDEL	284 W. ASH AVE	6/27/15
<i>Miriam Armstrong</i>	MIRIAM ARMSTRONG	205 W. ASH	6/27/15
<i>Beverly Kirk</i>	BEVERLY KIRK	264 W. ASH AVE	6/27/15
<i>Karen D. White</i>	KAREN D. WHITE	3712 Sims Drive	6/27/15
<i>Calder Hill</i>	Calder Hill	3712 Sims Drive	6-27-15
<i>Kathy Taylor</i>	Kathy Taylor	4212 Houston Hills Rd	6-27-15
<i>Deanna Jones</i>	Deanna Jones	4232 Houston Hills Rd	6-27-2015
<i>Bonnie Rupert</i>	Bonnie Rupert	113 Marlboro Dr	6-27-2015
<i>Gail James</i>	GAIL JAMES	116 MARLENE AVE	6-27-2015
<i>Donna Jimison</i>	DONNA JIMISON	236 MARLENE AVE	6-27-2015
<i>Glenn Jimison</i>	Glenn Jimison	273 Marlene Ave	6-27-2015
<i>Arlene Kraudel</i>	Arlene Kraudel	273 Marlene Ave	6-27-2015
<i>Norma Kelley</i>	NORMA KELLEY	253 Marlene Ave	6-27-2015

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Pamela L. Ambeau</i>	Pamela L. Ambeau	135 Ash Ave	6-26-15
<i>Bruce A. Baker</i>	Bruce A. Baker	135 W. Ash Ave	6-26-15
<i>Barbara J. Forbes</i>	Barbara J. Forbes	145 W. Ash Ave	6-26-15
<i>James L. Forbes</i>	JAMES L. FORBES	145 W. Ash Ave	6-26-15
<i>Judith Hohlbauch</i>	Judith Hohlbauch	145 W. Oak Ln	6-27-15
<i>Bobby Hohlbauch</i>	Bobby Hohlbauch	145 W. Oak Ln	6-27-15
<i>Ralph Schultz</i>	Ralph Schultz	175 W. Oak	6-27-15
<i>Eric Cuthill</i>	ERIC CUTHILL	186 W. Oak	6-27-15
<i>Karen Cuthill</i>	KAREN CUTHILL	186 W. Oak	6-27-15
<i>Liz Rosenthal</i>	LIZ ROSENTHAL	236 W. Oak	6-27-15
<i>Sask Rosenthal</i>	Sask Rosenthal	236 W. Oak	6/27/15
<i>Helen Owens</i>	Helen Owens	235 Oak Lane	6/27/15
<i>Denise Menne</i>	Denise Menne	255 Oak Lane	6-27-15
<i>GENE MENNE</i>	GENE MENNE	255 Oak Lane	6-27-15
<i>Mike Bretford</i>	Michael Bretford	275 Oak Lane	6/28/15
<i>Diane Bretford</i>	DIANE BRETFORD	" " "	"
<i>Sylvia J. Dougherty</i>	Sylvia J. Dougherty	295 Oak Lane	6-27-15
<i>J.P. Dougherty</i>	J.P. DOUGHERTY	" " "	"
<i>Stephen Mitchell</i>	Stephen Mitchell	305 W. Oak Lane	6-27-15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>William & Carol Karr</i>	CAROL KARR	4291 REGINA RD	6-27-15
<i>Ashley Galloway</i>	Ashley Galloway	4231 Keana Rd	6-27-15
<i>Christa Gordon</i>	Christa Gordon	4731 Ogden	6-27-15
<i>Chris Knapczyk</i>	Chris Knapczyk	175 W Ash Ave	6-27-15
<i>Katherine Knapczyk</i>	KATHERINE Knapczyk	175 W. Ash Ave	6-27-15
<i>June Bunning</i>	JUNE BUNNING	225 W. ASH AVE	6-29-15
<i>Ellie Burcham</i>	Ellie Burcham	274 W Ash Ave	6-29-15
<i>Andrew Borchers</i>	Andrew Borchers	366 W. Ash Ave	6-29-15
<i>Thomas P. Henneaux</i>	Thomas P. Henneaux	255 W. Ash Ave	6-29-15
<i>Thomas P. Henneaux</i>	Thomas P. Henneaux	205 W Ash	6-29-15
<i>Thomas Bray</i>	Thomas Bray	124 W. Ash Ave	6-29-15
<i>Geetha Venkatesan</i>	GEETHA VENKATESAN	124 W. Ash Ave	6-29-15
<i>Subal Swaminathan</i>	Subal Swaminathan	4744 Mission Dr	6-29-15
<i>Joseph May</i>	Joseph May	4154 Buckingham	6-29-15
<i>Christina Spain</i>	Christina Spain	4146 Buckingham	6-29-15
<i>Marie Bauer</i>	Marie Bauer	418 Buckingham Dr	6-30-15
<i>Patricia Bushnell</i>	Patricia Bushnell	4049 Buckingham Dr	6-30-15
<i>Rachel Dugan</i>	Rachel Dugan	4038 Buckingham	6-30-15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Daniel Seibak</i>	DANIEL SEIBAK	1505 NICHOLSON PL	7-7-15
<i>Gloria J. Brown</i>	GLORIA J. BROWN	345 S. STANT	7-7-15
<i>Connie R. Flemings</i>	CONNIE R. FLEMINGS	1181 N. OAKCREST AVE	7-7-15
<i>James D. Cline</i>	JAMES D. CLINE	10 1ST DAVID	7-7-15
<i>Bill Aubert</i>	BILL AUBERT	1708 E. LAWRENCE	7-7-15
<i>Wendy Miller</i>	WENDY MILLER	618 W. HANCOCK	7-7-15
<i>Julie Nihuser</i>	JULIE NIHUSER	340 N. GLENDALE	7-7-15
<i>Kerry Czurlik</i>	K. CZURLIK	15 REDLICK CT	7-7-15
<i>John Barnes</i>	JOHN BARNES	2009 S. 32ND ST	7-7-15
<i>Steve Miller</i>	STEVE MILLER	1140 SOUTHERN CT	7-7-15
<i>Rain Cunningham</i>	RAIN CUNNINGHAM	920 WINTER KIRK	7-7-15
<i>Jackie Vailes</i>	JACKIE VAILES	126 N. 22ND EAST RD	7-7-15
<i>Steven Vailes</i>	STEVEN VAILES	1696 N. 22ND EAST RD	7-7-15
<i>Karen Barnes</i>	KAREN BARNES	2009 S. 32ND ST	7-7-15
<i>ERIC HUFFORD</i>	ERIC HUFFORD	3993 N. CHAFFET	"
<i>Lori Baker</i>	LORI BAKER	267 W. BROWN AVE	7-7-15
<i>Ken Baker</i>	KEN BAKER	267 W. BROWN	7-7-15
<i>Barb Gueary</i>	BARB GUEARY	3008 E. BARTFIELD	7-7-15
<i>Matt Gueary</i>	MATT GUEARY	3008 E. BARTFIELD	7-7-15

Original

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
Walter E. Garcia Montemayor	Walter E. Garcia M	498 W Ash Ave	1-1 July-2015
<i>[Signature]</i>	John J. Urbina	498 W Ash Ave	1-1 July-2015
<i>[Signature]</i>	JERRY KISTER	134 W. WATKINS ST	7-1-15
<i>[Signature]</i>	TIM CRUZ	3196 N. MACARTHUR RD	7-2-15
<i>[Signature]</i>	MICHAEL PERCY	3761 NEWCASTLE DR	7-2-15
<i>[Signature]</i>	WILLIE FLAHERTY	4635 HAMMILL CT	7-2-15
<i>[Signature]</i>	DAVID W. CARTER	270 W. MONROE ST	7-2-15
<i>[Signature]</i>	GARY RANISDELL	1620 E. NORTH POINTE RD	7-2-15
<i>[Signature]</i>	Glenn Spain	286 Crescent Dr	7-2-15
<i>[Signature]</i>	RUBY E CONDIF	116 WISCONSIN	7-2-15
<i>[Signature]</i>	Kristin Wicker	576 W Oak Ave	7-3-15
<i>[Signature]</i>	Kari Knodle	135 S GEORGE AVE	7-3-15
<i>[Signature]</i>	TAMMY GUNDEL	135 S Glenview Ave	7-3-15
<i>[Signature]</i>	Bred Crookshank	29 Southside Country Club	7-3-15
<i>[Signature]</i>	Gail Crookshank	29 Southside Country Club	7-3-15
<i>[Signature]</i>	Joni Simms	809 Harold Circle	7-4-15
<i>[Signature]</i>	RICK SIMMS	809 HAROLD CIRCLE	7-4-15
<i>[Signature]</i>	Richard Rathert	4572 ADAMS DRIVE	7-4-15
<i>[Signature]</i>	Harlene Rathert	4542 Adams Dr	7-4-15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Steve Workman</i>	STEVE WORKMAN	4040 Geary Lane	7-5-15
<i>Margaret Workman</i>	Margaret Workman	4040 Geary Lane	7-5-15
<i>Karla Dement</i>	KARLA DEMENT	2985 Cherokee	7-5-15
<i>John Hadley</i>	John Hadley	245 W. 24th St	7-5-15
<i>Becai Anderson</i>	Becai Anderson	PO Box 791	7-5-15
<i>Nichelle Nuehberger</i>	Nichelle Nuehberger	1453 Richwood Ave	7-5-15
<i>Joeg Nuehberger</i>	Joeg Nuehberger	340 N. Glenmore	7-5-15
<i>Pat Heger</i>	Pat Heger	9 Ridge Ave	7-5-15
<i>Sheryl Bullock</i>	Sheryl Bullock	242 S. Sunnyvale	7-5-15
<i>David L. Christianson</i>	DAVID L. CHRISTIANSON	1428 W. Glenn Dr.	7-3-15
<i>Darrel Schult</i>	Darrel Schult	111 Fairies Park Dr	7-5-15
<i>Debra Robertson</i>	DEBRA ROBERTSON	465 S. PRICE ST	7-5-15
<i>Russell Robertson</i>	Russell Robertson	265 S. PRICE ST	7-5-15
<i>Tom Kone</i>	TOM KONE	3600 Scott Ct	7-5-15
<i>Gary Bagley</i>	GARY BAGLEY	Deerfield	7-5-15
<i>Jon C. Ross</i>	Jon C. Ross	3691 East Hardy St	7-5-15
<i>Bob Bagley</i>	Bob Bagley	DECATUR, IL	7-5-15
<i>Lari Baker</i>	Lari Baker	2674 Brown	7-5-15
<i>Kenneth Baker</i>	Kenneth Baker	2674 Brown	7-5-15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Donaire Boyer</i>	<i>Donaire Boyer</i>		
<i>George R. Lebo Sr.</i>	<i>GEORGE R. LEBOS SR.</i>	<i>705 W. Oak Lane</i>	<i>6-27-15</i>
<i>Carol A. Brandt</i>	<i>CAROL A. BRANDT</i>	<i>306 Oak Lane</i>	<i>6-27-15</i>
<i>Joe Meyer</i>	<i>Joe Meyer</i>	<i>345 Oak Lane</i>	<i>6/27/15</i>
<i>Michelle Trotter</i>	<i>Michelle Trotter</i>	<i>379 Oak Ln</i>	<i>6/27/15</i>
<i>Danny L. Perry</i>	<i>Danny L. Perry</i>	<i>166 Oak Lane</i>	<i>6/28/15</i>
<i>Ken Baker</i>	<i>Ken Baker</i>	<i>404 Cambridge Dr</i>	<i>6/29/15</i>
<i>Lor Baker</i>	<i>Lor Baker</i>	<i>267 W Brown</i>	<i>7-3-15</i>
<i>Robert Tommes</i>	<i>Robert Tommes</i>	<i>267 W Brown</i>	<i>7-3-15</i>
<i>Kim Sifford</i>	<i>Kim Sifford</i>	<i>795 Crystal Ct.</i>	<i>7-6-15</i>
<i>Rick Sifford</i>	<i>Rick Sifford</i>	<i>1809 CR 225 E</i>	<i>7-12-15</i>
<i>Rose Mattix</i>	<i>Rose Mattix</i>	<i>1805 CR 225 E</i>	<i>7-12-15</i>
<i>Esther Miller</i>	<i>ESTHER MILLER</i>	<i>525 Mahan Blvd, City</i>	<i>7-14-15</i>
<i>Margie Ellis</i>	<i>MARGIE ELLIS</i>	<i>1499 E. DICKINSON</i>	<i>7-14-15</i>
<i>Shirley Kistler</i>	<i>SHIRLEY KISTLER</i>	<i>9150 Fulton</i>	<i>7-14-15</i>
<i>Shirley Kistler</i>	<i>SHIRLEY KISTLER</i>	<i>124 N. western Pl</i>	<i>7-14-15</i>
<i>Tom Phillips</i>	<i>Tom Phillips</i>	<i>801 W. Karen</i>	<i>7-14-15</i>
<i>Harley Hicks</i>	<i>Harley Hicks</i>	<i>527A Park Bluff</i>	<i>7-15-15</i>
<i>Jayne Every Hicks</i>	<i>Jayne Every Hicks</i>	<i>527A Park Bluff</i>	<i>7-15-15</i>

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Barbara L. Yobbske</i>	BARBARA L. YOBBSKE	415 NEWCASTLE DR	7/15/15
<i>Bettie Davis</i>	BETTIE DAVIS	333 Newseville	7/15/15
<i>Cheryl Sember</i>	204 NEWCASTLE	Gene Scribner	7/15/15
<i>Patty Silvers</i>	Patty Silvers	403 W. Cambridge	7-15/15
<i>Dianne M. Evans</i>	Dianne Evans	121 Cambridge Ct.	7-15/15
<i>Mary Janet Zick</i>	Mary Janet Zick	4014 W. Cambridge Dr	7/15/15
<i>Anne Constant</i>	Anne Constant	4069 N. Cambridge	7-15/15
<i>Erin Reed</i>	Erin Reed	127 Cambridge Ct.	7-15/15
<i>Alice Gilman</i>	Alice Gilman	3912 N. Cambridge Dr.	7-15/15
<i>Elizabeth Keith</i>	Elizabeth Keith	3907 Cambridge Dr.	7-15/15
<i>Ronald Keith</i>	Ronald Keith	3907 Cambridge Dr.	7-15/15
<i>Kathi J. Young</i>	KATHI J. YOUNG	3917 Cambridge Dr.	7-15/15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Mat Hettiger</i>	Mat Hettiger	4150 N. Sunderland	7/6/15
<i>Christina Sparrows</i>	<i>Christina Sparrows</i>	4128 N. Sockburn	7/6/15
<i>Bob Weller</i>	G. B. Weller	4112 Sunderland	7/6/15
<i>Jim Bullock</i>	Jim Bullock	4159 N. Newcastle Dr	7/6/15
<i>Bonnie Matthews</i>	Bonnie Matthews	4044 Sheffield	7-6-15
<i>Scott Matthews</i>	Scott Matthews	4044 Sheffield Dr	7-6-15
<i>Kathleen</i>	Kathleen Bond	509 Sheffield Dr	7-7-15
<i>Robin Binkley</i>	Robin Binkley	4109 N. Sunderland Dr	7-6-15
<i>Cornelia Berry</i>	Cornelia Berry	4109 N. Sunderland Dr	7-6-15
<i>Dylan Berry</i>	Dylan Berry	4109 N. Sunderland Dr	7/6/15
<i>Nancy Seherer</i>	NANCY Seherer	275 Oak	7/6/15
<i>Diane Cummings</i>	Diane Cummings	235 Ash Ave.	7-6-15
<i>James P. Cummins</i>	James P. Cummins	235 Ash Ave	7-6-15
<i>Marlene Aubert</i>	Marlene Aubert	4081 Sheffield Dr	7/6/15
<i>Don Aubert</i>	Don Aubert	4081 Sheffield	7/6/15
<i>Kathleen Couch</i>	KATHLEEN COUCH	4028 NEWCASTLE	7/6/15
<i>Karen Vercelline</i>	Karen Vercelline	328 Newcastle	7/15/15
<i>Reighann Meyer</i>	Reighann Meyer	328 Newcastle	7/15/15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

[illegible]

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
Walter Aquilino	Walter Aquilino	329 oak Ln	7-4-15
Camilla Long	Camilla Long	396 Oak Ln	7-6-15
Dave Long	Dave Long	396 Oak Ln	7-6-15
Seloni Premani	Seloni Premani	356 W. Oak Ln.	7-6-15
Kalpit Premani (K22)	Kalpit Premani	356 W Oak Ln	7-6-15
Elishea Walker / Dorshavath	Elishea Walker	365 W Oak Lane	07-06-15
Rosa Miller	Rosa A Miller	329 W. Oak Ln.	7-6-15
Sue J. Cunningham	SUE J. CUNNINGHAM	112 MANCHESTER DR	7/15/15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Sandra Veech</i>	SANDRA VEECH	5901 TIMBERLAND DR. OREANA, IL	7-21-15
<i>Suzanne Southwell</i>	Suzanne Southwell	1370 W. Mound St	7-21-15
<i>Gail Veech</i>	Gail Veech	114 E. North St. ^{Wilmington}	7-25-15
<i>B. Veech</i>	B. Veech	7197 Duster Rd. Argenta	7-25-15
<i>Sandy Schultz</i>	Sandy Schultz	87901 Timberland Dr	8-9-15
<i>Jeanne Helms</i>	Jeanne Helms	5966 Timberland Dr	8-5-15
<i>Teanne Nixox</i>	Teanne Nixox	7542 Kerby Ave. Argenta	8-10-15
<i>Carol J. Hagemann</i>	Carol J. Hagemann	8968 Newburg Rd.	8-10-15
<i>Robert Hagemann</i>	Robert Hagemann	122 Kenwood St	8-10-15
<i>Jo Finley</i>	Jo Finley	122 Kenwood St	8-10-15
<i>Cory White</i>	Cory White	427 E. Broadway	8/10/15
<i>Lorie Kinter</i>	Lorie Kinter	171 N. Kenwood Argenta	8/10/15
<i>Philip D. Kinter</i>	Philip D. Kinter	370 E. Park St. Argenta	8-10-15
		370 E. Park St. Argenta	8/10/15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

[illegible]

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>John H. Casselman</i>	John H. Casselman	563 W. WENGER RD. FORSYTH	7-8-15
<i>Donald L. Weaver</i>	DONALD L. WEAVER	420 TYRONE DR. FORSYTH	7-8-15
<i>Patricia A. Weaver</i>	Patricia A. Weaver	420 Tyrone Dr. Forsyth	7-8-15
<i>Mary H. Smith</i>	Mary H. Smith	155 Nevada Ave. Decatur	7-8-15
<i>Toni Skelley</i>	Toni Skelley	4750 Beechwood	7-8-15
<i>Norma J. Casselman</i>	Norma J. Casselman	563 W. Wenger Rd. Forsyth	7-8-15
<i>Mary Jo Wilson</i>	Mary Jo Wilson	20 Hickory Pt. Ct.	7-18-15
<i>Ann Kerns</i>	ANN KERNS	1007 JAMES CT.	7-14-15
<i>Janice E. Loftus</i>	Janice E. Loftus	2446 N. Summit	7/14/15
<i>Jane Kaelin</i>	Jane Kaelin	4326 Leonard Ave	7-14-15
<i>Helen A. Zindel</i>	HELEN A. ZINDEL	4705 N. BEARDSDALE RD	7-14-15
<i>James W. Zindel</i>	JAMES W. ZINDEL	4705 N. BEARDSDALE	7-14-15
<i>James R. Seefeldt</i>	JAMES R. SEEFELDT	1040 Arbor Trail	7-14-15
<i>William E. Kaelin</i>	William E. Kaelin	4326 LEONORE DR.	7/14/15
<i>Joseph S. Kerns</i>	JOSEPH S. KERNS	1007 JAMES CT.	7/14/15
<i>Gigi Langhauser</i>	GIGI LANGHAUSER	4585 NICKLAUS CT.	7/20/15
<i>Margaret Gall</i>	MARGARET GALL	4649 TREVINO LN	7/20/15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

18

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Diane Duncan</i>	Diane Duncan	315 W. Cambridge Dr.	7-6-15
<i>Sally Pucke</i>	Sally Pucke	323 W Cambridge Dr.	7-6-15
<i>Justin McHoney</i>	Justin McHoney	331 W Cambridge Dr.	07-06-15
<i>Shelly Baldwin</i>	Shelly Baldwin	320 W. Cambridge Dr.	7-06-15
<i>Aubrey Jones</i>	Aubrey Jones	312 Cambridge Dr.	7-6-15
<i>Cecilia Frankovich</i>	Cecilia Frankovich	304 Cambridge	7-6-15
<i>John Frankovich</i>	John Frankovich	304 Cambridge	7-6-15
<i>Henry Austin</i>	Henry Austin	301 Cambridge Dr.	7-7-15
<i>Beth Hampton</i>	Beth Hampton	218 W. Cambridge	7-7-15
<i>Beth Hampton</i>	BETH HAMPTON	218 Cambridge	7-7-15
<i>Stacy Delavan</i>	Stacy Delavan	4040 Cambridge Dr.	7-7-15
<i>Sarah Wilson</i>	Sarah Wilson	4026 Cambridge	7-7-15
<i>Clint Fambelle</i>	Clint Fambelle	331 W Cambridge Dr.	7-12-15
<i>Brian Leary</i>	Brian Leary	239 W Cambridge Dr.	7-12-15
<i>Audrey Black</i>	Audrey Black	4020 W Cambridge Dr.	7-12-15
<i>Robert Black</i>	Robert Black	4020 W Cambridge Dr.	7-12-15
<i>Wendy Ann Fawcett</i>	Wendy Ann Fawcett	22110 Canterbury	7-12-15
<i>Patty Fawcett</i>	PATTY FAWCETT	110 CANTERBURY	7-12-15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>George D. Matherly Jr.</i>	George Matherly, Jr.	4162 N. Sunderland Dr.	7-13-15
<i>Thomas P. Howard</i>	THOMAS P. HOWARD	707 CRESTLINE DR	7-16-15
<i>Cindy Kyburz</i>	Cindy Kyburz	5165 Melwood Ct	7-16-15
<i>Genevieve E. Wiltis</i>	GENEVA E. WILTIS	2771 FOREST CREST	7-16-15
<i>Maria Ford</i>	MARIA FORD	512 WASH AVE	7-23-15
<i>Jordan Stanberry</i>	JORDAN STANBERRY	442 W. ASH AVE	7-23-15
<i>Teel Gundy</i>	Teel Gundy	336 Shadow Dr.	7-23-15
<i>Mike Markwick</i>	MIKE MARKWICK	4471 N. Hale Dr.	7-22-15
<i>Carol Price</i>	Carol Price	4490 Haverwood Dr.	7-23-15
<i>Nancy Rice</i>	NANCY RICE	1385 W. Hivesview	7-23-15
<i>Shaty Rice</i>	Shaty Rice	1385 W. Hivesview	7-23-15
<i>Robert Rice</i>	ROBERT RICE	4490 HAVENWOOD DR	7-23-15
<i>Trevor Gopher</i>	TREVOR GOPHER	729 S. McLELLAN	7-23-15
<i>Samuel L. Kershaw</i>	4477 GLEDE	MARY KAY MARKWICK	7-23-15
<i>Kevin Wood</i>	Kevin Wood	9472 Hale Dr.	7-23-15
<i>Samuel L. Kershaw</i>	SAMUEL L. KERSHAW	4340 STATE/CA CT	7-23-15
<i>Helen K. Kershaw</i>	Helen K. Kershaw	4340 Sheila Ct.	7-23-15
<i>Sheila J. Watson</i>	Sheila J. Watson	4681 CRESTHAVEN LN	7-23-15
<i>Dee Watson</i>	Dee Watson	4681 CRESTHAVEN LN	7-23-15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

19

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Kimberly A. Seiber</i>	Kimberly A. Seiber	4545 Cresthaven Ln	7/12/15
<i>Sharon Overaker</i>	Sharon Overaker	4090 Brehm Ln	7/12/15
<i>Kelly Smith</i>	Kelly Smith	4090 Brehm Ln	7/12/15
<i>Cynthia Peterson</i>	Cynthia Peterson	425 Newcastle	7-12-15
<i>Tosh Gordon</i>	Tosh Gordon	4363 Lawson Dr	7-12-15
<i>Nick Charveron</i>	Nick Charveron	4340 LAWSON DR	7/12/15
<i>Debra G Charveron</i>	Debra G Charveron	4340 Lawson Dr	7/12/15
<i>Kay Green</i>	Kay Green	4406 N. Lawson Dr	7/12/15
<i>Colton Green</i>	Colton Green	4406 N. Lawson Dr	7/12/15
<i>Robert J. Dyer</i>	Robert J. Dyer	4441 Lawson Dr	7-12-15
<i>Marni Kay Miller</i>	Marni Kay Miller	4482 Lawson Dr	7-12-15
<i>G. Nicholas Lauer</i>	G. Nicholas Lauer	4404 HAVENWOOD DR	7-12-15
<i>Sally Lauer</i>	Sally Lauer	4404 HAVENWOOD DR	7-12-15
<i>Brianne Hawkins</i>	Brianne Hawkins	4401 HAVENWOOD DR	7-12-15
<i>Cathy Dilbeck</i>	Cathy Dilbeck	4554 Havensood Dr	7-12-15
<i>Donna Pell-Cornio</i>	Donna Pell-Cornio	4624 HAVENWOOD DR	7-12-15
<i>James Dicks</i>	James Dicks	4604 HAVENWOOD	7-12-15
<i>Pat Matherly</i>	Pat Matherly	4162 N. Sunderland Dr	7/13-15

WE, THE UNDERSIGNED PROPERTY OWNERS, HEREBY OPPOSE THE PROPOSED ZONING CHANGE FROM RESIDENTIAL TO COMMERCIAL PB (PLANNED BUSINESS ZONING) FOR THE PROPERTIES LOCATED AT: 125 W. ASH; 112, 130, 156 W. OAK LANE; 4173 AND 4183 N. WATER ST., AS IDENTIFIED ON PAGE 29 OF THE DECATUR TRIBUNE, JUNE 24, 2015, BY C.C. CONSULTING GROUP.

SIGNATURE OF PROPERTY OWNER	PRINTED NAME	ADDRESS	DATE
<i>Irene M. Petersen</i>	Irene M. Petersen	3347 Fite Dr Decatur IL 62526	7/28/15
<i>J.R. Baird</i>	J.R. Baird	24 Creek Drive 62521	7/21/15
<i>Melissa Weiss</i>	Melissa Weiss	3910 Cross View Dr #32520	7/12/15
<i>Laura D. Erlane</i>	Laura D. Erlane	776 W Waggoner 62524	7/23/15
<i>Sharon Workman</i>	Sharon Workman	4515 Park Argenta	7/24/15
<i>Anne Martini</i>	ANNE MARTINI	7393 WALKER Rd	7/28/15
<i>Carol Hartman</i>	CAROL HARTMAN	1087 S MARKET	7/28/15
<i>Diane T. Sanner</i>	Diane T Sanner	1011 Cedar Hill Dr	7/28/15
<i>Kris Rosenberry</i>	Kris Rosenberry	545 N Country Club	7/28/15
<i>William L. Weiss</i>	WILLIAM L. WEISS	35 PONTEZ DRIVE	7/28/15
<i>Maryann Yagen</i>	Maryann Yagen	366 Shoreline Pl Decatur 62521	8/3/15
<i>Bobbi Claypool</i>	Bobbi Claypool	212 Jack Lane Forsyth	8/14/15
<i>Chris Livengood</i>	Chris Livengood	4034 E. Cantrell St Decatur	8/14/15
<i>Nellieann Kathy</i>	Nellieann Kathy	1012 W. T. H. 12 Decatur	8/16/15

MINUTES OF THE MEETING
OF THE
DECATUR PLAN COMMISSION

Thursday, September 3, 2015
City Council Chamber, Decatur Civic Center

The September 3, 2015 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Glenn Livingston who determined a quorum was present.

Members Present: Bill Clevenger, Bruce Frantz, Jack Myatt,
Kent Newton, Terry Smith, Mike Sotiroff, Glenn Livingston

Members Absent: Matt Dial, Ed Harris, Susie Peck

Staff Present: Billy Tyus, Suzy Stickle, Joselyn Stewart, Griffin Enyart,
Troy Hall, Wendy Morthland, John Robinson, Janet Poland

It was moved and seconded (Myatt/Newton) to approve the minutes of the August 6, 2015 meeting of the Decatur City Plan Commission as presented. Motion carried with Bruce Frantz abstaining from the vote.

New Business

Cal. No. 15-38	Petition of CHRIS JOHNS to rezone property located at 2525, 2535, 2545 and 2553 NORTH MAIN STREET from B-1 Neighborhood Shopping District to B-2 Commercial District.
----------------	---

Ms. Suzy Stickle was sworn in by Mrs. Janet Poland.

Ms. Stickle presented the recommendation of staff:

The subject site is approximately 41,000 square feet and is located in the 2500 Block of North Main Street. The site is currently zoned B-1 Neighborhood Shopping District and is developed with a strip center and a parking lot.

The petitioner proposes to rezone from B-1 Neighborhood Shopping District to B-2 Commercial District to allow for all those uses permitted in the B-2 Commercial District.

The surrounding zoning includes B-2 Commercial District to the north, B-1 Neighborhood Shopping District to the south and R-3 Single Family Residence District to the east and west. There is also B-2 Commercial to the southeast of the site. The Macon County and Decatur Comprehensive Plan shows this area as Heavy Commercial. The permitted land uses in the B-2 District are compatible with the land uses and adjacent zoning districts to the north and south along North Main Street.

The Comprehensive Plan shows this area along North Main Street as Heavy Commercial and the uses permitted in the B-2 Commercial District are compatible with uses that would be found in an

area designated as Heavy Commercial. Commercial uses in this area of North Main Street would be appropriate for this site.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 15-38 to the City Council with a recommendation for approval is suggested.

Mr. Kent Newton stated he knows the rezoning for this site is for a gaming parlor and asked if there is a limit to the number of video gaming machines within the City. Ms. Stickle said the State has not regulated the number of machines except for the number of machines per establishment. Mr. Newton asked if that limit was five (5). Ms. Stickle said yes.

Mr. Chris Johns, petitioner, was sworn in by Mrs. Poland.

Mr. Johns stated he would be happy to answer any questions.

There were no questions and no objectors present.

It was moved and seconded (Myatt/Smith) to forward Calendar No. 15-38 to the City Council with a recommendation for approval. Motion carried unanimously.

Cal. No. 15-39

Petition of LARRY BAKER, DVM to rezone property located at 626 and 642 EAST VAN BUREN AVENUE from R-3 Single Family Residence District to B-2 Commercial District.

Ms. Stickle presented the recommendation of staff:

The subject site is approximately 12,300 square feet and is located at 626 and 642 East Van Buren Avenue. The site is currently zoned R-3 Single Family Residence District and is developed with two (2) single family homes.

The petitioner proposes to rezone from R-3 Single Family Residence District to B-2 Commercial District to allow for all those uses permitted in the B-2 Commercial District.

The surrounding zoning includes B-2 Commercial District to the west and south and R-3 Single Family Residence District to the east, north and south. The Macon County and Decatur Comprehensive Plan shows this area as Residential-Low Density. The permitted land uses in the B-2 District are compatible with the land uses and adjacent zoning district to the west.

Although the Comprehensive Plan shows this area as residential, staff is of the opinion that the expansion of the B-2 zoning district that fronts North Martin Luther King, Jr. Drive, currently developed with as an office/commercial complex, would not alter the character of the general area.

If the property is rezoned to B-2 Commercial District and development occurs, the adjacent properties will have a buffer yard between the residential properties and the development in accordance with the regulations of the Zoning Ordinance.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City

Council for final approval. A motion to forward Calendar Number 15-39 to the City Council with a recommendation for approval is suggested.

Mr. Steve Bauman, representative, was sworn in by Mrs. Poland.

Mr. Bruce Frantz asked how parking was going to be handled with the expansion. Mr. Bauman stated the parking is on the south side of the building and they are providing six (6) additional spaces.

Ms. Sherry Procarione was sworn in by Mrs. Poland.

Ms. Procarione asked if houses were going to be torn down. Ms. Stickle said there are two (2) houses, 626 and 642 East Van Buren Avenue, that will be torn down. Ms. Procarione asked if the homeowners have agreed to sell. Ms. Stickle stated the petitioner is the owner of both homes.

There were no objectors present.

It was moved and seconded (Frantz/Sotiroff) to forward Calendar No. 15-39 to the City Council with a recommendation for approval. Motion carried unanimously.

Cal. No. 15-25

Petition of CC CONSULTING GROUP, LLC to rezone property located at 125 WEST ASH AVENUE, 112 WEST OAK LANE, 130 WEST OAK LANE 156 WEST OAK LANE, 4173 NORTH WATER STREET and 4183 NORTH WATER STREET from R-1 Single Family Residence District, R-2 Single Family Residence District, R-3 Single Family Residence District and R-5 Two Family Residence District to PD Planned Development District.

Ms. Stickle presented the recommendation of staff:

The subject site has five (5) single family residential structures and four (4) accessory structures on approximately 1.88 acres. The property is located at the Southwest corner of West Ash Avenue and North Water Street.

The petitioner proposes to rezone from R-1 Single Family Residence District, R-2 Single Family Residence District, R-3 Single Family Residence District, and R-5 Two Family Residence District to PD Planned Development District in order to construct an Aldi grocery store. With a PD, the only use on site would be for that of a grocery store designed as approved by Council and any changes would have to be re-considered by the Plan Commission and the City Council.

The petitioner proposes to construct a 17,825 square foot grocery store with 86 parking spaces.

The store will be accessed by customers on the north side of the development along West Ash Avenue. Deliveries to the store will be made at the loading dock located on the south side of the structure and will access the development from West Oak Lane. These delivery drivers are to access West Oak Lane from South bound North Water Street and leave the development going east bound on West Oak Lane then continuing South on North Water Street.

Landscaping meeting the requirements of the Zoning Ordinance is proposed for the frontage and parking as well as the required buffer yard along the west side of the development.

Two (2) freestanding signs have been proposed for the development. One (1) is to be located along West Ash Avenue on the east side of the entrance to the development; the second sign is to be

located at the Southwest corner of West Ash Avenue and North Water Street. The proposed signs will be 30 feet in height with an area of approximately 91 square feet.

The building material of the façade for the proposed Aldi grocery store will consist mainly of masonry.

The petitioner will be required to provide a one (1) lot subdivision plat to the City for review and approval and the formal site plan will not be approved until the plat has been approved by the City and recorded with Macon County.

The City of Decatur Zoning Ordinance provides standards for reviewing applications for planned developments. An analysis of the review standards are discussed herein:

1. *Compatibility with the character of the surrounding neighborhood and general area.* The proposed development is compatible with the character of the adjacent area to the east. The site is located on a major corridor in the City and is across from a large well established commercial development.
2. *Effect on area.* The proposed development will increase traffic to the area when changing from a single family residential use to a grocery store use, however, a traffic impact study was conducted and the development has been designed to meet the needs of the area based on the recommendations of that study. An area of community need and focus in recent years has been in the recruitment and retention of business as a means to fund critical community services including but not limited to road repairs, emergency services and other public benefits in what has been a down local economy. The proposed zoning helps to satisfy that need while balancing the stated needs of the neighborhood through more stringent design standards and traffic improvements, lighting and landscaping design.
3. *Design and amenities.* The proposed development is designed to meet the standards of landscaping as required by the Zoning Ordinance including alternative compliance. The façade of the proposed Aldi grocery store will consist mainly of masonry and it is our understanding that the design is of the new Aldi prototype, not older stores.
4. *Consistency with comprehensive plan.* The 2009 Comprehensive Plan defines the area as being Residential Low Density, however, actual future land uses are decidedly different than what is defined in the plan based in part on ever-changing development patterns. As an example, the land that currently encompasses the new Midwest Inland Port Intermodal Ramp was defined by the Comprehensive Plan as being Open Space, Retail and Residential-Low Density, however, today's highest and best use was determined to be industrial.
5. *Traffic capacity.* The City received a traffic study performed by KLOA consultants which has been reviewed. According to the traffic study, the intersections of Ash Avenue with Water Street and Ash Avenue with Huston Hills Road currently have adequate capacity to accommodate the traffic generated by the Aldi store. According to the Long Range Transportation Plan (LRTP) 2040, as of 2010 North Water Street is approaching capacity near the intersection with Ash Avenue. It is projected that by 2040 it will be at capacity assuming no transportation and/or roadway improvements.
6. *Adequacy of utilities.* Proposed utilities and infrastructure will be adequate to serve the proposed land use.
7. *Integration.* The proposed development will be developed in accordance with an overall design plan.
8. *Adequacy of parking facilities.* The required number of parking spaces is 91 and 86 spaces have been provided on site and staff is of the opinion that there is adequate parking to meet the needs of the use. The parking lot has reduced front yard setbacks along West Ash Avenue, North Water Street and West Oak Lane, the petitioner is utilizing alternative

compliance to have the reduced front yard setbacks for the parking lot. The petitioner has provided the required 120% of landscaping points to allow for the reduced setbacks.

The PD plan has been reviewed and approved by the City's Technical Review Committee, Planning, Engineering and Fire.

Based on the analysis, staff recommends approval of the proposed PD Planned Development petition with the following conditions:

1. A left turn lane shall be added to West Ash Avenue for traffic turning into the Aldi store. The road shall be striped such that traffic turning left onto Huston Hills does not impede through traffic on Ash. This will result in the loss of a portion of on-street parking near the entrance to the Aldi store on both sides of Ash Avenue. A striping plan showing these improvements is currently in development.
2. A pavement design for Oak Lane will need to be submitted and approved. The pavement design shall follow Illinois Department of Transportation pavement design standards.
3. The approach onto Oak Lane shall be modified to accommodate truck turning movements to the satisfaction of the Illinois Department of Transportation.
4. An agreement must be in place, prior to a formal site plan being approved, requiring the developer to make improvements to the intersections of Ash Avenue with Water Street and Ash Avenue with Huston Hills Road that are deemed necessary if traffic generated by the Aldi store hinders the operation of the intersection of Ash Avenue with Water Street.
5. The six (6) parking spaces located along the north side of the building shall be marked with signs that clearly delineate these spaces as "employees only".
6. A one (1) lot subdivision plat will be required to be submitted, approved and recorded prior to a formal site plan being approved.
7. Dwarf variety of shrubs must be installed at the required 24 inches in height or spread.
8. The only permitted use for this Planned Development is a grocery store.
9. Final site, landscaping and lighting plans shall be submitted to and approved by the Department of Planning and Building Services, Public Works Department and the Fire Department prior to building permits being released.

Section XIX.G.2. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing to review the Planned Development plan and report its findings concerning the effect on the comprehensive plan and compliance with the standards of review to the City Council. A motion to forward Calendar Number 15-25 to the City Council with a recommendation for approval is suggested.

Mr. Newton asked if any changes are made from the proposed plan would the developer have to come back to the Plan Commission since this is a Planned Development. Ms. Stickle said there are a few things that can be done administratively, however; most changes would have to come before the Plan Commission.

Mr. Ed Flynn, representative, was sworn in by Mrs. Poland.

Mr. Flynn stated Aldi is a full service grocery store with an international influence. Presently, there are two (2) Aldi stores in Decatur. The plan is to close the store on Pershing Road.

Mr. Flynn said this is a logical place for a commercial development since this intersection has the highest traffic count of any intersection in Decatur. This will be an increase in the EAV and the sales tax for the City of Decatur.

Mr. Flynn said he completely understands and respects the opposition to the project, however; he would like to emphasize that this project will benefit over 25,000 households. He would hate to lose this project to Forsyth. Aldi wants to remain in Decatur and they want to be a good neighbor.

Mr. Flynn stated the store hours will be Monday through Saturday, 9 a.m. to 8 p.m. and from 11 a.m. to 7 p.m. on Sunday. The lighting will go on at dusk and all the lights will go off except for one (1) parking lot light when the store closes. At 9 p.m. all of the lights will be off.

Mr. Flynn said there will only be twelve (12) deliveries throughout the week and most of these would be during business hours. The truck deliveries will egress/ingress off of Ash Avenue and will be coming from the north. If the delivery trucks would happen to come from the south they would turn as if going to the Wal-Mart facility and head south on Prospect to turn west onto Ash Avenue.

Mr. Flynn said the detention pond will be a grassy area that is professional landscaped and maintained.

Mr. Luay Aboona, KOLA, was sworn in by Mrs. Poland. Mr. Aboona said his company prepared the traffic study for Aldi. The intersection was looked at during the weekday evening at peak hour and on Saturday midday. The counts showed highest during the weekday evening with about 3,400 cars traveling through the intersection and 3,000 cars on Saturday. The capacity analysis showed the intersection meets standards in terms of level of service and delays. There is some inefficiency due to the split phase of the east and west legs of the intersection. This creates some traffic build up on Ash Avenue and occasionally it does extend to Huston Hills. There is an opportunity for traffic to clear at each cycle and for cars to enter and exit from the proposed Aldi and Huston Hills. Mr. Aboona said cameras were set up on Ash Avenue for a gap study. This showed there are plenty of gaps which would allow for hundreds of cars for a left turn into the site or a left out of the site. This was done over an hour period. Mr. Aboona said the delays experienced at the intersection will be low and not be significant. There will be a left turn lane into the site. Mr. Aboona said in summary the study showed there is adequate capacity and the traffic can be accommodated.

Mr. Flynn stated during the meeting with the neighborhood residents there was concern about the number of accidents at the intersection. Mr. Aboona said the accident data is from 2009 to 2013. The rate of accidents averaged one (1) accident per month. Ash Avenue had five (5) accidents reported from the west during the five (5) year period.

Mr. Bruce Frantz asked if the study included vehicles turning onto Ash Avenue and heading west to MacArthur Road. Mr. Aboona said they estimated ten (10) to twelve (12) cars an hour.

Mr. Mark Foster, Weaver Consultants, was sworn in by Mrs. Poland.

Mr. Foster stated the storm water runoff will be detained onsite in a dry detention pond west of the truck dock. Most of the time, the pond will be grass unless there is a major event and at the time will hold runoff. This will be maintained by Aldi.

Mr. Foster said the lighting on the site will be designed with the requirements of the City. There will be zero footcandles at the lot lines.

Mr. Flynn stated he is confident that Aldi will be a good neighbor and would like the Plan Commission to approve and forward this item to City Council.

Ms. Sherry Procarione, 1440 East Buena Vista, asked the Plan Commission to vote no for this item. She does not feel this project will benefit all of the community; it is not compatible with the northwest or southwest corners of Route 51 and Ash; it is not consistent with the neighborhood nor the traffic flow and this is particular shopping for a particular segment of society. This move will

leave a vacant building so there is no benefit of increased sales tax. There are other vacant buildings on the north side of the City that could be utilized and not disrupt a quiet neighborhood that has been there for decades. The City should not change this area.

Mr. Edward Dawson, 260 Michael Avenue, was sworn in by Mrs. Poland.

Mr. Dawson said this is an upscale neighborhood of Decatur and well taken care of. Mr. Dawson said there will be more of a traffic problem due to the left hand turn lane. The trucks will use Oak Lane and people that live there will not be able to get down the road. Mr. Dawson stated there are enough vacant buildings now in Decatur. [attachment of letter from Mr. Dawson distributed prior to the start of the meeting]

Ms. Mackey Spurlock, 596 West Ash Avenue, was sworn in by Mrs. Poland.

Ms. Spurlock has lived at this residence for almost forty (40) years. The intersection at Ash Avenue and North MacArthur has evolved from one (1) stop sign to three (3) stop signs and is now one of the busiest intersections in the City. Traffic on Ash Avenue is always steady and at peak commute times always stacked up to get through the intersections. Huston Hills residents have trouble now getting onto Ash Avenue. Ms. Spurlock said she challenges the traffic study. Does a study done on Friday afternoon and Saturday constitute a reliable study. This project will only add more traffic and cause bottlenecks even with the new left turn lane. This will only be a problem for this area.

Mr. Jeff Forbes, son of Jim and Barbara Forbes of 145 West Ash Avenue, was sworn in by Mrs. Poland.

Mr. Forbes said as a commercial real estate agent and broker he feels this project is incompatible with the neighborhood and will create unsafe traffic patterns. Replacing single family homes with parking lots, loading docks, trucks and detention ponds is not compatible with a residential neighborhood. The homes they are planning to demolish are not homes that are in disrepair or blighted. These are very nice homes. Property values will depreciate. Mr. Forbes had aerial photographs [attached] of other Aldi stores in other cities. The layouts have multiple points of egress/ingress and do not have trucks backing up on residential streets. These roads were never intended for commercial truck traffic. The traffic study said the maximum number of cars stacked were thirteen (13). There is another photograph [attached] that has approximately twenty-two (22) to twenty-four (24) cars stacked. The traffic will be increased by thirty-three (33) percent of what the traffic is today. The additional lanes will be very narrow and will be very dangerous for vehicles traveling at thirty (30) miles per hour. The turn into Aldi will be a sharp ninety (90) degree turn. This is an extremely difficult traffic pattern. The truck traffic is not safe backing up in a residential neighborhood. This is not a good design nor a good use of the property.

Mr. Tim Bresnan, 114 West Ash Avenue, was sworn in by Mrs. Poland.

Mr. Bresnan said the only entrance and exit is directly across from his driveway. He would like to know how he is supposed to get out of his driveway. Mr. Bresnan said he has a large family and they will no longer be able to park on the road. This project will decrease the property value and also increase traffic on an already very busy street that has many accidents. Mr. Bresnan said the neighbors do not want their neighborhood destroyed.

Ms. Jacqueline Goetter, 4686 East Powers Boulevard, was sworn in by Mrs. Poland.

Ms. Goetter said this project affects more than our northwest families. Ms. Goetter stated there is land available in Wal-Mart's back yard at the corner of Ash Avenue and Martin Luther King Jr. Drive. There are also two (2) parcels of land for sale south of that intersection along with East Pershing and Martin Luther King Jr. Drive. Ms. Goetter said Route 51 and Ash Avenue is a main

entrance to the City. On the west side is a church and an established neighborhood. All of the commercial retail is to the east of the intersection. Ms. Goetter said that Aldi is an off brand discounted grocery store and this is not the right place for it to be. Ms. Goetter said the number of neighborhoods is limited in Decatur as the City is not growing, there are no housing projects and the City is not annexing land. Ms. Goetter said there are other sites for this project and hopes the Plan Commission does not approve this item.

Mr. Joseph Lynn Walston, 3928 North Cowgill, was sworn in by Mrs. Poland.

Mr. Walston does not believe this project belongs in the neighborhood. There are many pedestrians walking in the area and close to the area is a bicycle path. If the commercial trucks are going down the street this could be a dangerous situation. Mr. Walston said there are many alternative sites for this project.

Mr. Allen Illisis, 223 West Cambridge, was sworn in by Mrs. Poland. Mr. Illisis has lived at this address a little over two (2) years. Mr. Illisis said residential zoning is to protect the property value; protect the public health and welfare; protect the safety; and to make the City or town a more agreeable place to live. This is an established residential neighborhood. A business coming in will reduce the property value. Mr. Illisis said he was rear ended at the intersection and the accident was not turned in. There was an accident involving three (3) cars about three (3) months ago. This is already a bumper car area; what will it be like when you add another business. You will have trucks running through the residential neighborhoods. Adults and children are riding bicycles through this area as well as people walking their dogs. Mr. Illisis would like the Plan Commission to look at this area as an established area. This is not safe, good for the property values or the people.

Ms. Ashley Gallaway, 4231 Regina Road, was sworn in by Mrs. Poland.

Ms. Gallaway said she lives at the corner of Regina and Ash Avenue. Ms. Gallaway said there is a church north of Ash Avenue and a traffic study was not done on Sunday. She said neighbors have been complaining about the high amount of traffic on Sunday. This will also increase the traffic flow. Ms. Gallaway stated there are children walking between 2 p.m. and 3 p.m. in the afternoon since the children go to Parsons School and are not allowed bus transportation. There is also a bus stop at the corner of Ash and Regina for Stephen Decatur School.

Mr. Bruce Baker, 135 West Ash Avenue, was sworn in by Mrs. Poland.

Mr. Baker said he lives right next door to the Planned Development. Mr. Baker said he has a petition with 600 signatures on it opposing this project [attached].

Ms. Liz Rosenthal, 236 West Oak Lane, was sworn in by Mrs. Poland.

Ms. Rosenthal said she was glad to see all the neighbors opposing this project. Ms. Rosenthal is concerned about the additional traffic and heavy trucks. Her husband sleeps during the day and with the additional traffic this would be difficult. There are also children and small animals in the area and she fears for their safety. Ms. Rosenthal asks that the Plan Commission vote no on the rezoning.

Chairman Livingston stated for the sake of time, and so a decision can be made today, if there are any different or additional views or aspects they would be greatly appreciated. The Plan Commission is under the assumption that most of the objectors are here due to the additional traffic, property values and other concerns previously stated by more than one (1) person.

Ms. Judy Hohlbauch, 145 West Oak Lane, was sworn in by Mrs. Poland.

Ms. Hohlbauch said the loading docks will be right by her driveway. She feels the trucks are going to come into her driveway to back up to the loading docks. Ms. Hohlbauch said that Aldi on Pershing Road is across the street from low income apartment buildings. If Aldi comes to this location it will hurt these people who walk across the street to shop at Aldi. Ms. Hohlbauch said Aldi should enlarge the store on Pershing to help these people and keep the northwest neighborhood as it is.

Ms. Leslie Dawson, 216 Michael Avenue, was sworn in by Mrs. Poland.

Ms. Dawson said there are over 400 people who are opposed to this rezoning and the construction of a new Aldi. This project will cause congestion problems and the upscale neighborhood will be sacrificed. There may possibly be three (3) people hired. The neighborhood resident's vote should count. The Plan Commission should make the right common sense decision. Please look at the whole picture.

Ms. Teresa Burton, 464 West Ash Avenue, was sworn in by Mrs. Poland.

Ms. Burton asked if the traffic study was done based on vehicles going 30 mph. Vehicles never travel at 30 mph on the roads. The left lane will be a safety hazard. Ms. Burton said she lives at the bottom on Ash Avenue and said that any time they have a heavy rain there is drainage issues at the bottom of the hill.

Mr. Jack Myatt said he would like everyone to understand that City Council has the final decision on this. He said everyone should make sure they attend the City Council meeting.

Ms. Jo Carter, 4292 Huston Hills Road, was sworn in by Mrs. Poland.

Ms. Carter would like for consideration to be taken on the air quality. She feels there is a systematic erosion of the area of the City by commercial establishments.

Ms. Sue Cunningham, 112 Manchester, was sworn in by Mrs. Poland.

Ms. Sue Cunningham was concerned if the City was spending money on obtaining the properties, roads and drainage areas or if Aldi was going to pay for all of this. Ms. Cunningham would like the Plan Commission to think of the people who live in the area.

Mr. Flynn stated the trucks making deliveries will not encroach on private driveways. The drainage will be to the east of the property and not downhill on Ash Avenue. The costs Ms. Cunningham raised are all developer expenses, not the City's. The store is going to be 3,000 square feet larger than the existing store on Pershing Road and built under the new profile. They expect their sales to increase which will increase sales tax.

Mr. Flynn said he completely understands the emotional aspect of the neighbors. Mr. Flynn stated immediately east of the proposed development there are many commercial properties that were also emotional at that time. This is nothing new for the Plan Commission and the City Council. Aldi will be a good neighbor and it makes perfect economic sense to enhance the EAV and sales tax for the City. Mr. Flynn said Aldi does not want to go to Forsyth. Mr. Flynn said he requests the Plan Commission approve and send this project to the City Council for approval.

Mr. Mike Sotiroff asked if this were to move forward and traffic problems occur at Ash & 51 are there any contractual obligations that Aldi would have to fix the problems. Mr. Flynn said one of the conditions of the development is that if traffic problems are observed that they will have to be addressed by the developer. Mr. Flynn deferred to Ms. Stickle. Ms. Stickle said an agreement has not been written to hold them accountable at this time, however; there would be an agreement with

certain thresholds that the developer's engineers and their attorney, as well as City Engineering and Legal would have to determine.

Chairman Livingston asked how long the average stay at the store would be and how many cars per day would visit the store.

Mr. Mike Roach, Aldi, was sworn in by Mrs. Poland.

Mr. Roach said there are about 900 cars in and 900 cars out a day. The average stay is about twenty (20) minutes.

Mr. Sotiroff asked if there was a time frame for the 900 cars coming out or a concentration during a particular time of day. Mr. Aboona stated there are approximately about 85 cars in and 85 cars out in the evening peak hour and on Saturday slightly higher with 95 cars in and 95 cars out.

Chairman Livingston asked what period of time the traffic study occurred. Mr. Aboona said it happened during the evening hours on a weekday between 4 p.m. and 7 p.m. and 11 a.m to 2 p.m. on a Saturday. The peak hours during the week are 4:30 p.m. to 5:30 p.m. and on Saturday 11:30 a.m. to 12:30 p.m. Chairman Livingston asked if it was standard business practice to only do two days instead of multiple days. Mr. Aboona said yes. Chairman Livingston asked if the study was based on 30 mph. Mr. Aboona said there is a five (5) percent increase since eighty-five (85) percent of the people drive approximately five (5) miles over the speed limit.

Chairman Livingston asked if the Huston Hills exit was included in the study. Mr. Aboona said the intersection was not a very heavily traveled intersection during the count hours of the study. During the evening peak hour there were ten (10) cars that made a left hand turn onto Ash Avenue and only two (2) cars made a right hand turn. Coming in there were thirteen (13) cars that made a right hand turn off of Ash Avenue and only one (1) car coming from the west. Chairman Livingston asked how far the exit of the store was from the Huston Hills intersection. Mr. Aboona said it is approximately fifty (50) feet west of it.

Mr. Bobby Hohlbauch, 145 West Oak Lane, was sworn in by Mrs. Poland.

Mr. Hohlbauch asked how the members of Plan Commission would like to have this project in their front yard.

Ms. Mackey Spurlock said she lives at the corner of Ash Avenue and MacArthur Road. She would like the Plan Commission and the City to consider the traffic at Ash Avenue and MacArthur Road. Ms. Spurlock said there were nine (9) to ten (10) cars stacks on a Friday afternoon at 4:30 p.m. The traffic was backed up to Shadow Lane one morning at 7:30 a.m. This area cannot take any more traffic.

Ms. Julie Bresnan, 114 West Ash, was sworn in by Mrs. Poland.

Ms. Bresnan said that her driveway lines up with the Aldi store entrance and exit. She stated she and her neighbor will never be able to get out of their driveways. There is a teenage driver who leaves early currently so she can get out of the driveway due to heavy traffic.

Ms. Leslie Dawson said the plans for the new store is contrary to the rest of the stores that are basically warehouses. She feels that Aldi is strong arming the City by stating they will go to Forsyth.

Chairman Livingston asked if Aldi had to stick with this plan since it is in a Planned Development or could they put a bland warehouse store up. Ms. Stickle stated they have to have the landscaping, parking and they have submitted the design they want to do. The City has not always held developers to their design.

Mr. Roach said Aldi has been in Decatur for about twenty-one (21) years. The stores that are built today are nothing like the stores that were built years ago. The brand and products change and they have realized changes have to be made inside and outside. Aldi is trying to continue to operate in Decatur and bring the latest and greatest prototype to the City. Chairman Livingston asked if they are willing to commit to keep the façade similar to what has been designed. Mr. Roach said yes.

Mr. Roach said the store would like to continue in Decatur and the logical place is the highest traffic count. It was not meant as a threat to go to Forsyth if this does not happen. They were looking up and down Route 51.

Ms. Charlotte Brautigam, 258 Brown Avenue, was sworn in.

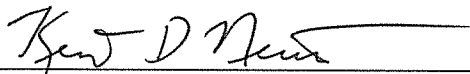
Mr. Brautigam said in 1996 the Plan Commission heard testimony concerning rezoning the corner lot for an office. It was denied. A traffic study was done during a twenty-four (24) hour period at that time. There were almost 7,000 cars going west and almost 6,000 cars going east. She would like to have the traffic study compared to this traffic study. She would like to see a twenty-four (24) hour study done, not a two (2) hour.

Ms. Brautigam is concerned with the drainage on Brown Avenue. A storm sewer was finally put in and drainage is going to Huston Hills. There are twelve (12) patch jobs she would like the City to look at. Ms. Brautigam would like the drainage and the traffic study looked at closely.

It was moved and seconded (Myatt/Smith) to forward Calendar No. 15-25 to the City Council with a recommendation not to be approved. Motion denied 2-5 with Clevenger, Newton, Smith, Sotiroff and Livingston voting nay.

It was moved and seconded (Newton/Sotiroff) to forward Calendar No. 15-25 to the City Council with a recommendation for approval. Motion carried 5-2 with Myatt and Frantz voting nay.

There being no further business, it was moved and seconded (Dial/Smith) to adjourn the meeting. Motion carried unanimously. Chairman Glenn Livingston declared the meeting adjourned at 5:11 P.M.



Kent Newton, Secretary
Decatur City Plan Commission

MINUTES OF THE MEETING
OF THE
DECATUR ZONING BOARD OF APPEALS

Thursday, August 13, 2015, 4:00 P.M.
City Council Chamber, Decatur Civic Center

The August 13, 2015 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 Kim Aukamp, who determined a quorum was present.

Members Present: Tom Brinkoetter, Julie Gahwiler, Chris Harrison,
Barry Goodman, Eileen Milligan, Kim Aukamp

Members Absent: Erv Arends

Staff Present: Suzy Stickle, Joselyn Stewart, Amy Waks, Janet Poland

It was moved and seconded (Brinkoetter/Harrison) to approve the minutes of the June 11, 2015 meeting of the Zoning Board of Appeals. Motion carried with Chris Harrison abstaining from the vote.

New Business

Cal. No. 15-04	Petition of PRAIRIE STATE BANK & TRUST #1095 for a variance to reduce the front yard setback from 25 feet to 11 feet to allow for an ATM at 1070 WEST SOUTH SIDE DRIVE.
----------------	--

Ms. Suzy Stickle was sworn in by Mrs. Janet Poland.

Ms. Stickle read the recommendation of staff:

The subject site is approximately 6.19 acres and located at 1070 West South Side Drive. The lot is improved with an office building.

The petitioner is requesting variation from the provisions of the Zoning Ordinance to allow for the installation of an Automated Teller Machine (ATM).

The required front yard setback for this property is 25 feet. The petitioner is requesting to reduce the required front yard setback along West South Side Drive from 25 feet to 11 feet. The proposed location of the ATM in relation to the edge of the pavement of West South Side Drive is a distance of 68.6 feet.

The Zoning Board of Appeals can grant variances for the reduction of setbacks when it will not create a safety hazard will not be detrimental to the overall health, safety or welfare of the neighborhood or to the City as a whole and the variance is found to be in harmony with the intent of the Zoning Ordinance and the Comprehensive Plan.

The proposed location of the ATM in relation to the edge of pavement is much greater than the average for the City, so aesthetically, it makes very little difference if the ATM is located 11 feet

from the front property line or 25 feet. The ATM setback 11 feet from the front property line along West South Side Drive will not adversely affect the neighboring properties or the general area.

Granting a variance for the ATM will not alter the essential character of the locality. The addition will not impair the adequate supply of light and air to adjacent properties; it will not increase congestion of the area or endanger public safety; and the request is in harmony with the intent of the Zoning Ordinance and the Comprehensive Plan.

Staff recommends approval of the petition.

The Zoning Board can approve the variance request as presented, deny the variance request or modify the request as appropriate.

Mrs. Mary Cave, representative, was sworn in by Ms. Stickle.

Mrs. Cave stated the ATM will be for CEFCU Bank and the proposed front yard reduction will actually improve the flow of traffic. The lighting for an ATM is required by Federal law to be brighter than Ordinance allows and this configuration will allow the light to point toward the building and not the street.

There were no questions and no objectors present.

It was moved and seconded (Brinkoetter/Harrison) to approve Cal. No. 15-04 as requested by the petitioner. Motion carried unanimously.

Nominations for Chairman of the Board

It was moved and seconded (Milligan/Gahwiler) to nominate Ms. Kim Aukamp as Chairman.

It was moved and seconded (Aukamp/Milligan) to nominate Mr. Barry Goodman.

Ms. Aukamp declined the nomination for Chairman.

It was moved and seconded (Brinkoetter/Gahwiler) to approve the nomination of Mr. Goodman. Motion carried unanimously. Mr. Barry Goodman is now the Chairman of the Zoning Board of Appeals.

There being no further business, it was moved and seconded (Gahwiler/Harrison) to adjourn the meeting. Motion carried unanimously. Chairman Aukamp declared the meeting adjourned at 4:08 P.M.

Financial Management

DATE: 10/14/2015

MEMO: Financial Management 2015-14

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
IMRF AUTHORIZED AGENT	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Financial Management	Bright, Debbie	Approved	10/15/2015 - 11:46 AM

RESOLUTION NO. R2015-_____

**RESOLUTION AUTHORIZING SIGNATORY AUTHORITY
ILLINOIS MUNICIPAL RETIREMENT FUND -
APPOINTMENT OF AUTHORIZED AGENT**

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

Section 1. That the City of Decatur Illinois Municipal Retirement Fund Program Application designate Melinda Hawbaker, Comptroller, as its Authorized Agent, and that said Application be, and the same is hereby, received, placed on file, and approved.

Section 2. That the Authorized Agent and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest said Application on behalf of the City of Decatur.

PRESENTED AND ADOPTED this 19th day of October, 2015.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



NOTICE OF APPOINTMENT OF AUTHORIZED AGENT

IMRF Form 2.20 (Rev. 10/2014)

INSTRUCTIONS

- The governing body of an IMRF employer (including townships) can appoint any qualified party as the employer's IMRF Authorized Agent.
- The governing body makes the appointment by adopting a resolution.
- The clerk or secretary of the governing body must certify the appointment (see Certification below).
- Mail the completed form to the Illinois Municipal Retirement Fund.
- A copy of the completed form should be retained by the employer.
- The new Authorized Agent will need to register for a new User ID on IMRF Employer Access.

EMPLOYER NAME City of Decatur, Illinois			EMPLOYER IMRF I.D. NUMBER 03340		
AUTHORIZED AGENT'S SALUTATION ☐ Dr. ☐ Mr. ☒ Mrs. ☐ Ms.		LAST NAME Hawbaker	FIRST NAME Melinda	MIDDLE INITIAL M	JR., SR., II, ETC.
TYPE OF GOVERNING BODY Municipality					
DATE APPOINTMENT MADE (MM/DD/YYYY) 10/19/15		EFFECTIVE DATE OF APPOINTMENT (MM/DD/YYYY) 10/19/15		POSITION TITLE Comptroller	
Powers and duties delegated to Authorized Agent pursuant to Sec. 7-135 of Illinois Pension Code by governing body (P.A. 97-0328 removed the requirement that the Authorized Agent be a participant in IMRF to file a petition or cast a ballot): To file Petition for Nominations of an Executive Trustee of IMRF ☒ Yes ☐ No To cast a Ballot for Election of an Executive Trustee of IMRF ☒ Yes ☐ No X <u>Melinda M Hawbaker</u> SIGNATURE OF AUTHORIZED AGENT NAMED ABOVE <u>10/15/15</u> DATE (MM/DD/YYYY)					
CERTIFICATION I, <u>Debra G. Bright</u> , do hereby certify that I am <u>City Clerk</u> NAME CLERK OR SECRETARY of the <u>City of Decatur, IL</u> NAME OF EMPLOYER and the keeper of its books and records and the foregoing appointment and delegation were made by resolution duly adopted on the date indicated. SEAL SIGNATURE OF CLERK OR SECRETARY					
BUSINESS ADDRESS All correspondence and communications with the Authorized Agent are to be addressed as follows: NAME (IF DIFFERENT FROM ABOVE) <u>Ms.</u> ☐ rs. ☐ Ms. BUSINESS ADDRESS #1 Gary K. Anderson Plaza CITY STATE AND ZIP + 4 Decatur, IL 62523 DAYTIME TELEPHONE NO. (with Area Code) 217-450-2234 FAX NO. (with Area Code) 217-450-2288 ALTERNATE TELEPHONE NUMBER (with Area Code) 217-450-2203 EMAIL ADDRESS mhawbaker@decaturil.gov					

IMRF

2211 York Road Suite 500 Oak Brook, IL 60523-2337

Employer Only Phone: 1-800-728-7971 Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673) Fax (630) 706-4289

Financial Management

DATE: 10/14/2015

MEMO: Financial Management 2015-13

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

BACKGROUND:

CliftonLarsonAllen, LLP has served as the City of Decatur audit partner and has preformed independent auditing services for the City of Decatur since 2005.

The relationship has been and remains a satisfactory professional relationship benefiting the City of Decatur. The duration of the relationship and CLA acquired knowledge of the financial affairs of the City of Decatur, benefits the city with manageable audit fees resulting from CLA's acquired knowledge.

Based upon CLA preliminary estimate of the audit engagement work-scope, the fee for the engagement should approximate \$66,500, including two (2) federal grant program reviews in accordance with OMB Circular A-133. Each additional federal grant program requiring audit testing will cost \$5,000 per program tested.

Expected fees to be expended to CliftonLarsonAllen, LLP for the audit services and non-audit advisory services will be as follows:

December 31, 2015 audit services	\$ 66,500
December 31, 2015 3 rd federal program	\$ 5,000
Non-audit advisory services	\$ 7,500
Total	\$ 79,000

POTENTIAL OBJECTIONS: There are no known objections to this resolution request.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCE: Tim Gleason, City Manager Gregg D. Zientara, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:

The 2016 budget includes coverage for the fee schedule proposed by CLA as included in this spending resolution request of the City Council.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
2015 Audit CliftonLarsonAllen	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Financial Management	Bright, Debbie	Approved	10/15/2015 - 11:45 AM

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING MAYOR AND CITY MANAGER TO
EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH
CLIFTONLARSONALLEN, LLP FOR AUDITING SERVICES AND
NON-AUDIT ADVISORY SERVICES**

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

Section 1. That the Professional Service Agreement presented herewith to the City Council between the City of Decatur, Illinois and CliftonLarsonAllen, LLP, be, and the same is hereby, received, placed on file and approved.

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

PRESENTED AND ADOPTED this 19th day of October, 2015.

Julie Moore-Wolfe, Mayor

ATTEST:

CITY CLERK

September 22, 2015

City Council and Management
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

Dear Council Members:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP (CLA) will provide for City of Decatur ("you," "your," or "the entity") for the year ended December 31, 2015.

Hope Wheeler is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Decatur, as of and for the year ended December 31, 2015, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The RSI will be subjected to certain limited procedures, but will not be audited. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. Management's discussion and analysis.
2. Budgetary comparison schedules for General Fund and major special revenue funds.
3. GASB-required supplementary pension and OPEB information.

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards
2. Budgetary comparison schedules for non-major funds
3. Combining statements

The following information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

1. Statistical information
2. Introductory section

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements, schedule of expenditures of federal awards, and related notes.
- Drafting the State of Illinois Annual Financial Report.
- Preparation of the Data Collection Form.
- Preparation of adjusting journal entries.

Audit objectives

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express opinions and render the required reports. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control related to the financial statements and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts and grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the result of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs. We will make reference to May, Cocagne & King, P.C.'s audit of Civic Center Authority in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements are other than unmodified or the single audit compliance opinion is other than unqualified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

We also will issue a written report on Illinois Municipal Code Subsection (q) Section 11.74.4-3 of Public Act 85-1142 upon completion of our audit.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and OMB Circular A-133. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by

management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements and compliance in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Circular A-133 Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and OMB Circular A-133, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and that there is

reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review in November.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for providing us with, or making arrangements to facilitate (1) unrestricted communication between us and the component auditor(s) to the extent permitted by law or regulation; (2) communications between the component auditor(s), those charged with governance of the component(s), and component management, including communications of significant deficiencies and material weaknesses in internal control; (3) communications between regulatory authorities and the component(s) related to financial reporting matters; (4) access to component information, those charged with governance of the component(s), component management, and the component auditor(s) (including relevant audit documentation requested by us); and (5) permission to perform work, or request a component auditor to perform work, on the financial information of the component(s).

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the

representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. Since the preparation and fair presentation of the financial statements and schedule of expenditures of federal awards is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements and schedule of expenditures of federal awards.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.
- We will prepare the AFR and Data Collection Form. You will be responsible for reviewing and approving these.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If we agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form, though we will assist with this. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Regulators, Cognizant or Oversight Agency for Audit, or Pass-through Entities, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by a Regulator, Cognizant or Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the fee for the engagement should approximate \$66,500 (includes implementation of GASB 68). The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Unanticipated services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include the following activities:

- Preparation of a trial balance
- Account reconciliations

- Bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions)
- Calculating accruals
- Analyzing transactions for proper recording
- Preparation of financial statements and the related notes to the financial statements
- Processing immaterial adjustments through the financial statements
- Adjusting the financial statements for new activities and new disclosures

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

- Revising documentation of your internal control for changes resulting from your implementation of new information systems
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues
- Significant changes in your volume of business
- Mergers, acquisitions, or other business combinations
- New or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Evidence of material weaknesses or significant deficiencies in internal control
- Regulatory examination matters
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements
- New financial statement disclosures

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments

- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf. You and your attorney will receive a copy of every subpoena or request we are asked to respond to. You can control the costs of any discovery process or document request by informing us which requests you would like us to act on.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of City of Decatur's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between us. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and our respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Hope Wheeler, CPA
Principal
217-442-1643
Hope.Wheeler@CLAconnect.com

#003242 Audit- GAAP- Single Audit- 12/31/15

Response:

This letter correctly sets forth the understanding of City of Decatur.

Authorized governance signature: _____

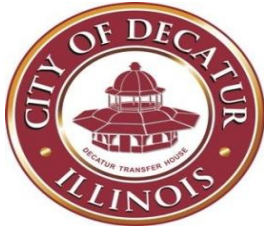
Title: _____

Date: _____

Authorized management signature: _____

Title: _____

Date: _____



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report September 2015

City Financial Position

The City of Decatur financial position remains stable, but delicate, at the present time. The position can be impacted by changes in the local economy and distributions of taxes from the State of Illinois that are outside the control of the City.

The 2015 budget for the City was approved on December 1, 2014 by the City Council with Council Resolution 2014-138 with General Fund budgeted Revenue of \$63.2 and Expense of \$64.7 million. This includes a cash basis deficit of \$1.5 million, a direct result of the cash basis occurrence of the 27th payroll in fiscal 2015. The occurrence of the 27th cash basis payroll presents no negative result on City operations, cash flow or financial performance when viewed on an accrual basis, which is the final reporting measure viewed externally by the financial community in any credit rating for bond or other debt issuance.

Challenges and unknowns remain for 2015.

- A new Governor in the State House and how the State budget is affected,
- The implication of the State "roll back" of the "temporary" income tax increase,
- Continued development of the local economy,
- Manufacturing employment in the local economy,
- Economic development success in the City and region

All of these factors will have significant impact on the financial position, condition, development and progress of the City of Decatur in 2015.

In addition, we have challenges facing the City in the funding for City priorities including:

- Equipment replacement,
- Road and street maintenance,
- Neighborhood restoration and improvement, including blighted property removal

The City and Council will work together to explore the possibilities to affect positive change and to explore the possibilities to fund the actions that will be required to continue to move the City of Decatur forward in 2015.

Current Financial Affairs

Cash Position

Cash position of the city remains stable with \$68.5 million in cash & investment balance as of September 30, 2015. The General Fund cash position is \$3.5 million.

The Recycling Fund has a cash advance balance due to the Water Operating Fund of \$200k. The Recycling Fund will repay the Water Operating Fund in fiscal 2015 and beyond as Recycling Fund cash flow allows. The Recycling Fund cash position at September 30 is \$0.141 million. The City will review near term cash flows and determine whether the Recycling Fund can repay any of the cash advance to the Water Fund in fiscal 2015. The City anticipates that the Recycling Fund will affect a \$100k repayment of the cash advance to the Water Fund before the end of the fiscal year, which upon the repayment the outstanding cash advance will be \$100k.

The City cash position increased to \$68.5 million as of September 30 versus the level of \$41.2 million as of the end of August, 2015. The cash increase is primarily the result of the proceeds receipt of the 2015 GO Bond funding the 2nd phase of the Lake Decatur dredging initiative.

The General Fund cash position is \$3.5 million as of the end of September, 2015, and represents an increase from the General Fund cash position of \$2.9 million as of the end of August, 2015. The in month September General Fund performance was a cash surplus of \$0.6 million, resulting in the General Fund cash position increase versus the cash position at the end of August. The September surplus resulted from revenue flow on par with expectations and continued control of expenditures.

City Council and City Administration have previously defined a desired General Fund cash balance reserve position of \$5.0 million as a target for cash balance in the General Fund. In 2014 goal setting sessions with the City Council, the City proposed a revised target for General Fund cash reserve of \$8.0 million that would represent a 45+ day cash reserve of General Fund annual expenditure. The Government Finance Officers Association (GFOA), a recognized authority in municipal government best practice policy matters, recommends a general fund cash reserve that provides coverage of 1-2 months of general fund expenditures. The target reserve level of \$8 million is derived from this best practice recommendation. Achievement of the best practice General Fund reserve level in the \$8 million range is a mid-term period target of the City to secure a best practice cash reserve level for the General Fund.

General Fund Position

City General Fund Position of revenue received versus expense incurred to date is as follows for the period ending September, 2015.

\$ (000)	Budget (4)	Year To Date (1)	Budget Target (2)	% vs Target (3)
Revenue	63,460	48,935	49,602	(1)%
Expense	65,010	48,798	50,055	(3)%
Surplus(deficit)	(1,550)	137	(453)	

Chart notes

1 – actual year to date general fund revenue and expense

2 – budget year to date general fund revenue and expense

3 – year to date percentage comparison of actual to budget

4 – annual budget, as amended with annual appropriation ordinance 2015-10

General Fund Revenue Comments

All major general fund revenue items are tracking in the range of, or above expected receipt levels, versus the full year budget. However, several of the more significant tax distributions within the range of the budget are in fact below budget, i.e., sales tax, utility tax(s) and video gaming tax. The 1-6% shortfalls in these tax items collectively aggregate to the 1% revenue shortfall to date.

The State of Illinois is one month in arrears in the distribution of income tax, whereas the City has not received the September distribution, amounting to \$0.4 million. The State made two distributions in January; no distribution in February, one distribution each in March, April, May, June, July, August and two distributions in September.

With the state income tax distribution received in September, the City has now received \$6.8 million of the \$7.6 million full year budget expectation, or 90% of the full year budget, placing the City ahead of budget as of the end of September. This is good news for Decatur as far as the state income tax distribution is concerned, but continues to be tempered by the budget stalemate in the statehouse and whether or not the state release of LGDF monies will flow as normal to local government agencies.

The Statehouse has suspended DofR distributions of video gaming tax, motor fuel tax, and local use tax, citing, the lack of an approved budget as the reason.

The video gaming distribution is now 3 months in arrears (July, August, September) amounting to \$220k, the motor fuel tax distribution 2 month in arrears (August, September) estimated at \$300k, and the local use tax distribution 1 month in arrears (September) amounting to \$150k.

The total funds not distributed to the City as a result of the budget stalemate is \$670k as of the end of September, with the City General Fund impacted by \$370k.

City Administration will continue to monitor the development of state income tax, state and local home rule sales tax distributions to the City as well as all other key revenue contributors.

Key Economic Driven General Fund Revenues

Key General Fund revenues supporting General Fund expenses are presented in the chart below depicting the full year budget, year to date revenue received, with comparison to the full year budget and prior year revenue receipt. With nine months into the twelve month cycle, the year-to-date benchmark is 75% of the full year budget revenue.

\$ (000)	2015 Budget	2015 YTD	YTD % of Year Budget	2014 YTD	% Change yr vs yr
State Sales Tax	11,829	8,562	72%	8,463	1%
Local Sales Tax	10,954	7,600	69%	7,765	(2)%
State Income Tax	7,600	6,821	90%	5,746	19%
Food & Beverage Tax	3,112	2,374	76%	2,291	4%
Telephone Tax	2,189	1,550	71%	1,703	(9)%
Utility Tax (Gas & Elec)	1,736	1,199	69%	1,288	(7)%
State Local Use Tax	1,492	1,087	73%	1,047	4%
Cable TV Tax	1,109	830	75%	816	2%
State Replacement Tax	1,132	941	83%	866	9%
Hotel Motel Tax	652	516	79%	481	7%
Video Gaming Tax	535	328	61%	380	(14)%

Alert – The budget discussions continue in the State House. While the conclusions remain unknown at this time, of note is the fact that the August distributions have flowed to local government agencies as normal, with the exception of the video gaming tax and motor fuel tax. Despite the normal distribution flow of certain key revenue drivers from the state in August, we remain cautious. The City will continue to monitor the developments and will advise the Council accordingly as more information becomes available. In the meantime, the City will remain diligent with expense control.

Sales Tax – to date, state sales tax is 3% behind the budget target; local sales tax is 6% behind the budget target. State sales tax revenue to date is 1% ahead of one year ago, while local sales tax revenue is 2% behind one year ago. This revenue stream is **“the primary funding source driver”** financing the general fund, representing a revenue stream approaching \$23 million or 36% of the general fund revenue.

State Income Tax – **to date 15% ahead of the full year target and 19% above one year ago.** The 2015 budget was conservatively projected (as we envisioned at the time of the 2015 budget development), however, the distributions are at best difficult to project. The September distribution has been published by the Illinois DofR, these distributions will continue to place the City ahead of our annual prediction of state income tax distribution. This revenue stream is “**a primary funding source driver**” financing the general fund, representing a revenue stream of \$7.6 million or 12% of the general fund revenue.

Telephone Tax – to date 4% behind the full year target at this point of the year, the to-date distribution is 9% below one year ago. We continue to attribute the decline versus the prior year to the continued consumer shift to mobile telephones eliminating land line telephones, thereby reducing the number of telephone lines available to tax.

Gas & Electric Utility Tax – to date 6% behind the full year budget target and below the prior year by 7%. We attribute the reduction versus one year ago to the less severe winter in 2015 versus 2014.

State Replacement Tax - to date above the full year target and 9% above one year ago. The 2015 budget was conservatively projected (as we envisioned at the time of the 2015 budget development), however, the distributions are at best difficult to project.

Hotel Motel Tax - to date 4% above the full year target and 7% above one year ago. With the current position, the previously predicted recovery has occurred over the summer season months and we expect a further benefit with the Farm Progress Show in early September. We will continue to monitor.

Video Gaming Tax – no distributions received in July, August and September as the state has declared that no video gaming tax distributions can be made without a state budget and the resultant appropriation. The distributions not received amount to \$220k. The current range of video gaming distribution to the City is on the order of \$75k per month. We can live in the short term without this distribution, however, longer term will place further strain on our general fund balance.

General Fund Expense Comments

General Fund expense in the month of \$7.2 million was below the budget expectation of \$7.5 million. To date, General Fund expense is below budget by 3%. City staff continues to rationalize and control expenditures in light of the to-date revenue shortfalls and the uncertainty of state house funding to local governmental agencies.

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

Drug Enforcement	\$0.7 million	Earmarked for police capital as available (\$0.6 million available)
Motor Fuel Tax	\$2.3 million	Earmarked for street repair and maintenance. State has suspended the distribution of MFT tax revenue to local governments. 2 months for an estimated \$300k.
2010 Bond Construction	\$0.4 million	Remaining bond fund monies are earmarked for festival power project, Transfer House repairs and Garage C repairs. Cash balance will continue to decline as the projects are completed and construction costs are paid to contractors.
Capital Projects	\$0.1 million	No in year funding is available from General Fund sources. The funding level is substandard to maintain sufficient cap-ex investment requirements properly securing city assets
Debt Fund	\$4.6 million	Earmarked for debt payments on current debt issues
Equipment Replacement	\$0.3 million	Earmarked for emergency replacement of capital equipment. Cash position and lack of in year funding is substandard to maintain capex replacement schedules
Risk Management Fund	\$2.9 million	Coverage level required for ongoing business insurance costs

		including liability, property, workers compensation
Employee Insurance Fund	\$0.2 million	Coverage for healthcare and other EE benefit expense. Cash position is substandard to the level of adequate cash reserve necessary – desired cash reserve is \$1.5 million
MIS Information Technology	\$0.1 million	Earmarked for technology improvements to City IT infrastructure. MIS Operations were moved to the General Fund with the 2015 budget. Fund balance will be liquidated during this fiscal year
Mass Transit Operations	\$0.6 million	Typical balance in mass transit funds – funding provided by state and federal grant receipts – no provision for replacement capex beyond grant funding.
Storm Water Fund	\$0.6 million	Balance will increase as new funding source revenue is received to fund currently defined storm water projects.
Sewer Fund	\$5.6 million	Balance available and revenue flow will fund currently defined sewer projects – longer term prospects for required sewer infrastructure capex replacement will require increased revenue flow to sustain
Water Utility Funds	\$10.5 million	Includes \$1.2 million of Johnson Controls Initiative monies earmarked for project completion investment payment and \$1.0 million in ADM capital cost contribution. Current remaining balance of \$8.3 million represents a 3+ month reserve of water operating expense – best practice reserve is 2+ months – the water rate increases effective May 1, 2013 and beyond has allowed City to finance cap-ex and secure the best practice reserve. The Water Utility Fund continues to operate in accordance with the price increase model expectations
Public Library Fund	\$1.5 million	Library cash balance is restored with the property tax distribution received in June. As discussed in previous financial reports, the Library fund runs out of cash in Q2 of each year. This annual phenomena occurs each year at this time as the Library has no cash reserves and relies on the City to bridge the gap until the Library receives the property tax distribution in June. The Library overdraft is covered by the City without interest financing cost to the Library. City has determined that a reserve cash balance of \$250k is required to secure the Library cash balance without having to rely on the City to cover the overdraft.
Library Capital Fund	\$0.1 million	Newly created fund earmarked for future CapEx requirements
Library Trust Fund	\$0.3 million	Donations received in trust for specific purpose as defined by the donors and unavailable for other use

Trust & Agency Fund balance of \$141.7 million is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Investments

City investment instruments were liquidated in December, 2014 to convert assets to cash for near term 2015 payments to construction contractors for completion of 2010 Bond capital projects.

The City will invest the 2015 Series General Obligation Bond proceeds of \$24 million with short term instruments allowing for security to cash liquidation to enable continued cash flow payments to meet the dredging contractor obligations as required.

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

Debt

Debt outstanding as of December 31, 2014 is \$133.6 and includes all outstanding bond debt, notes and loan payable and capital leases. All debt principal and interest payments are covered within the 2015 fiscal year operating plan and budget and are secured within the current cash flow operations of the City.

New debt instruments planned for in 2015 include issuance of 2015 series bonds for the continuation of the Lake Decatur Dredging initiative, potential debt issue for funding to jump-start required street and road repair within the City footprint, and certain capital leases for the replacement of City fleet vehicles during the course of 2015.

The 2015 Series General Obligation Bond issue closing occurred on September 3, 2015. The par value of the debt issue is \$23.305 million.

Outstanding debt projected at December 31, 2015 is \$149.6 million.

Revenue Tracking

Revenue received in the nine fiscal months ended September of \$144.8 million is 77% of the annual revenue budget of \$188.0 million.

State of Illinois distribution of income tax revenues to local governmental entities is one month delayed, as of September 30, 2015. The amount due to the City of Decatur General Fund is \$0.4 million.

Of note, the property tax revenues received by the City according to the Tax Levy in effect, provide the cash resources to fund City contributions to the Police and Firemen's Pension Fund, fund City contributions to the operation of the Decatur Public Library, provide City funding for a portion of the General Obligation Bond debt payments, provide City funding for approximately 20% of the City contribution to the IMRF (Illinois Municipal Retirement Fund) covering City Management and AFSCME employees, and provides funding for the City contribution to the Decatur Municipal Band.

The cost of day to day City government operations as well as capital spending requirements of City operations, including general government, public safety police and fire protection, public works streets & municipal services and infrastructure operations, are not funded by property tax revenues, but rather are funded by other taxes including locally imposed or state distributed sales & use tax, income tax, food & beverage tax, hotel/motel tax, utility tax, and other minor tax.

Property Tax in 2015

The 2014 property tax levy, approved by Council in December, 2014, for a tax levy amount of \$11.8 million, was certified by the State of Illinois in early May. Property Tax bills have been issued by the Macon County Treasurer with 1st payments due in early June. The City received the 1st property tax distribution on June 26, 2015 and the 2nd property tax distribution on September 28, 2015.

Equalized assessed value ("EAV") for the 2014 EAV period, with property tax payable in 2015, amounted to \$822,152,764, a decline in EAV of 1.9% versus the prior year EAV of \$838,097,609. The City had predicted a decline of 0.9%.

The City property tax rate for 2014 EAV with tax payable in 2015 is 1.43527% versus the prior year tax rate of 1.40607%. The City property tax rate remains at 15% of the total property tax rate for City property owners.

The extended property tax levy is \$11,800,111.76, thus being the total amount of City property tax revenues billed to City property owners in 2015.

To date civil city property tax distributions amount to \$10.9 million of the expected full year collection amount of \$11.6 million, or 92% of the full year expectation.

To date TIF Redevelopment District property tax distribution received is \$1.473 million of the expected full year collection of \$1.541 million, or 94% of the full year expectation.

Expenditure Tracking

Expenditures to September of \$117.8 million are 60% of the revised full year budget of \$195.8 million, which represents a 15% to date under spending situation versus the annual budget.

Water Utility

The financial performance of the City Water Utility is illustrated on the two (2) page summation. The report, which mimics normal reporting of a business enterprise, depicts actual profit and loss statement performance versus budget and prior year on both a monthly and year-to-date basis. In addition, certain key balance sheet items are reported as well as CapEx project spending.

Water Utility performance achieved to date is a profit of \$4.3 million on revenues of \$18.9 million. The profit performance achieved to date compares favorably to the year-to-date budget of \$2.4 million, mainly the result of revenues above target and operating expense below target.

The favorable results are attributed to the price increase actions taken in May of 2013, 2014 and 2015, and controlled spending in operating expense which to date in 2015 is below budget.

The Water Utility continues to perform in accordance with our expectations envisioned in the water model to fund the future CapEx and debt service requirements of the operation, including the \$90 million Lake Decatur dredging initiative.

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

Headcount Staffing

Current full time staffing level is 476 FTE's versus budget of 491 FTE's.

Gregg D. Zientara
City Treasurer & Director of Finance
October 9, 2015



Fiscal Year 2015

Fiscal Period Ending September 2015

City of Decatur

Treasurer's Financial Report

Report Distribution:

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

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: September 2015

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash Balance</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
10	General Fund GENERAL FUND	2,879,370.34	7,845,389.60	7,173,701.65	(11,650.38)		3,539,407.91		3,539,407.91	0.00
12	Special Revenue Funds PLANNING FUND	193,121.25	38,606.64	5,171.93	(0.00)		226,555.96		226,555.96	
17	HOME FUND	202,413.14	8,527.84	1,786.41	0.00		209,154.57		209,154.57	
18	CDBG FUND	(286,227.17)	326,744.63	36,864.48	(0.00)		3,652.98		3,652.98	
22	DUATS FUND	76,973.34	2.56	20,892.56	0.00		56,083.34		56,083.34	
25	DRUG ENFORCEMENT FUND	907,047.51	439.82	180,993.53	(24,930.75)		701,563.05		701,563.05	
26	DUI FINES AND FEES FUND	183,054.63	10,937.54	66,924.35	0.00		127,067.82		127,067.82	
27	POLICE LAB & PROGRAMS	36,806.94	416.91	490.41	0.00		36,733.44		36,733.44	
32	FIRE GRANT	0.00	0.00	0.00	0.00		0.00		0.00	
33	POLICE CAPITAL FUND	263,011.79	10.12	0.00	0.00		263,021.91		263,021.91	
35	LIBRARY FUND	661,344.68	1,133,243.53	280,167.98	0.00		1,514,420.23		1,514,420.23	
36	MUNICIPAL BAND FUND	(4,787.74)	24,864.44	7,162.19	0.00		12,914.51		12,914.51	
39	JUSTICE ADMIN GRANT	0.15	0.00	0.00	0.00		0.15		0.15	
46	MOTOR FUEL TAX FUND	2,391,472.25	3,518.47	122,592.85	0.00		2,272,397.87		2,272,397.87	
47	MAJOR MOVES	79,729.76	3.07	0.00	0.00		79,732.83		79,732.83	
49	FIRE CAPITAL FUND	6,394.42	20,802.57	0.00	0.00		27,196.99		27,196.99	
58	LIBRARY CAPITAL	110,030.48	10,004.43	0.00	0.00		120,034.91		120,034.91	
59	LIBRARY TRUST FUNDS	281,353.93	1,467.40	1,997.36	(0.00)		280,823.97		280,823.97	
83	NEIGHBORHOOD IMPROVEMENTS	68,953.48	2.65	0.00	0.00		68,956.13		68,956.13	
85	GRANT FUND	22,410.00	8,861.36	8,961.36	0.00		22,310.00		22,310.00	
	Total Special Revenue Funds	5,193,102.84	1,588,453.98	734,005.41	(24,930.75)	0.00	6,022,620.66	0.00	6,022,620.66	0.00
19	TIF & Redevelopment Funds OLDE TOWNE TIF FUND	27,313.44	361,350.19	230,292.00	0.00		158,371.63		158,371.63	
20	SE PLAZA TIF FUND	400,722.20	139,695.85	0.00	0.00		540,418.05		540,418.05	
21	WABASH CROSSING TIF	45,738.14	43,028.55	11,852.00	0.00		76,914.69		76,914.69	
23	EASTGATE TIF FUND	139,917.00	55,366.14	102,943.74	(0.00)		92,339.40		92,339.40	
24	SOUTHSIDE TIF FUND	16,112.82	1,756.02	0.00	0.00		17,868.84		17,868.84	
28	PINES SHOPPING CENTER TIF	34,376.24	15,517.87	0.00	0.00		49,894.11		49,894.11	
29	GRAND & OAKLAND TIF	0.00	34,671.96	0.00	0.00		34,671.96		34,671.96	
	Total TIF & Redevelpmnt Funds	664,179.84	651,386.58	345,087.74	(0.00)	0.00	970,478.68	0.00	970,478.68	0.00
40	Capital Funds PEG CAPITAL FUND	138,332.76	5.31	795.73	0.00		137,542.34		137,542.34	
43	2010 PROJECT FUND	477,337.78	16.64	89,336.16	0.00		388,018.26	0.00	388,018.26	
45	CAPITAL PROJECT FUND	109,331.01	(3,995.87)	0.00	0.00		105,335.14		105,335.14	
	Total Capital Funds	725,001.55	(3,973.92)	90,131.89	0.00	0.00	630,895.74	0.00	630,895.74	0.00

City of Decatur
Treasurer's Cash Report

Month of: September 2015

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash Balance</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	3,033,515.07	1,569,907.50	0.00	0.00		4,603,422.57		4,603,422.57	0.00
60	Internal Service Funds FLEET MAINTENANCE	253,364.27	217,417.49	218,264.33	(78.21)		252,439.22		252,439.22	
61	EQUIPMENT REPLACEMENT	332,782.76	22.53	0.00	(0.00)		332,805.29		332,805.29	
64	RISK MANAGEMENT	3,268,317.39	222,919.51	384,050.01	(185,000.00)		2,922,186.89		2,922,186.89	
65	INSURANCE FUND	189,047.87	753,610.12	698,075.70	(0.00)		244,582.29		244,582.29	
67	MIS - OPERATIONS	56,864.25		5,431.25	0.00		51,433.00		51,433.00	
	Total Internal Service Funds	4,100,376.54	1,193,969.65	1,305,821.29	(185,078.21)	0.00	3,803,446.69	0.00	3,803,446.69	0.00
70	Enterprise Funds MASS TRANSIT - OPERATION	1,136,802.39	55,620.71	614,305.48	0.00		578,117.62		578,117.62	
78	STORM WATER	602,296.57	83,065.91	87,012.00	0.00		598,350.48		598,350.48	
79	SEWER FUND	5,378,795.11	433,343.15	249,205.76	(0.00)		5,562,932.50		5,562,932.50	
80	WATER FUND	6,482,898.18	2,543,375.54	1,852,982.05	17,368.28		7,190,659.95		7,190,659.95	200,000.00
81	WATER CAPITAL	3,359,232.18	122.69	66,470.44	0.00		3,292,884.43		3,292,884.43	
82	DCDF FUND	84,319.55	7,333.72	1,544.22	0.00		90,109.05		90,109.05	
88	RECYCLING PROGRAM	129,944.99	59,906.41	49,061.13	(17.55)		140,772.72		140,772.72	(200,000.00)
89	WATER BOND	7,469,868.99	24,379,048.04	403,130.70	(0.00)		31,445,786.33		31,445,786.33	0.00
	Total Enterprise Funds	24,644,157.96	27,561,816.17	3,323,711.78	17,350.73	0.00	48,899,613.08	0.00	48,899,613.08	0.00
90	Trust & Agency Funds FIRE PENSION FUND	803,965.42	2,094,171.70	612,955.45	0.00	(487,501.08)	1,797,680.59	60,479,445.38	62,277,125.97	
91	POLICE PENSION FUND	583,437.01	1,991,851.62	563,815.50	0.00	(400,207.90)	1,611,265.23	77,798,383.58	79,409,648.81	
	Total Trust & Agency Funds	1,387,402.43	4,086,023.32	1,176,770.95	0.00	(887,708.98)	3,408,945.82	138,277,828.96	141,686,774.78	0.00
	Total City Funds	42,627,106.57	44,492,972.88	14,149,230.71	(204,308.61)	(887,708.98)	71,878,831.15	138,277,828.96	210,156,660.11	0.00
Memorandum Items										
	City Funds ex Trust & Agency	41,239,704.14	40,406,949.56	12,972,459.76	(204,308.61)	0.00	68,469,885.33	0.00	68,469,885.33	0.00

City of Decatur
Treasurer's Investment Report

Month of: September 2015

<i>Fund</i>	<i>Investment Instrument</i>	<i>Investment Institution</i>	<i>Investment Account</i>	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Investment \$ Amount</i>	<i>Market Value \$</i>
							0.00 ok
							0.00 ok
							0.00 ok
	<i>Total Investment(s)</i>					0.00	0.00

Market Value(s)

General

Rounding

0.00

**City of Decatur
Debt Schedule**

Period Ending: 2015 Budget
date of update: September 18, 2015

Debt Instrument		Debt Purpose	Year of Issue	Year of Re Issue	Year of Maturity	Fund	Source	Payment(s)		Debt (Orig/ Ref)	Debt at 1/1/2015	FY15 Principal Payments	FY15 Interest Payments	Debt at 12/31/2015	FY15 Total Debt Payments
								1st	2nd	Issue					
Bond Debt															
Amort sch #															
9	2005 Refunding Bonds	Dredging & Other Capital	1991/1995	2005	2014	50	80	6/15	12/15	4,705,000	-	-	-	-	-
10	2008 Bonds	Water & Olde Towne TIF Projects	2005/2008	2008	2024	50	19/80	6/15	12/15	10,000,000	8,910,000	790,000	380,713	8,120,000	1,170,713
11	2010A Bonds	LOC Payoff-Reynolds Bulding	2005/2008	2010	2030	50	19/21/TL	6/15	12/15	8,715,000	8,240,000	150,000	445,783	8,090,000	595,783
12	2010B Bonds (BAB/RZEDB)	Water/Old Towne TIF Bonds	2010		2030	50	19/80	6/15	12/15	28,270,000	25,155,000	955,000	1,369,068	24,200,000	2,324,068
13	2010C Bonds	Parking Garage Renovation	2010		2024	50	19/TL	6/15	12/15	2,800,000	2,240,000	195,000	83,600	2,045,000	278,600
14	2010D Bonds	Library	1998	2010	2017	50	Tax Levy	6/15	12/15	1,805,000	735,000	255,000	21,850	480,000	276,850
17	2012 Bonds	Refunding of 2004A GO Bonds	2012		2025	50	Tax Levy	3/1	9/1	8,030,000	7,310,000	595,000	152,244	6,715,000	747,244
18	2013 Bonds	Refunding of 2004B GO Bonds	2013		2025	50	80	3/1	9/1	17,220,000	15,755,000	1,175,000	661,925	14,580,000	1,836,925
25	2014 Bonds	Lake Decatur Dredging	2014		2034	80	80	3/1	9/1	24,055,000	24,055,000	730,000	1,050,438	23,325,000	1,780,438
32	2015 Bonds	Lake Decatur Dredging	2015		2035	80	80	3/1	9/1	23,305,000	-	-	-	23,305,000	-
Total Bond Debt										128,905,000	92,400,000	4,845,000	4,165,621	110,860,000	9,010,621
Promissory Notes Payable															
6	HUD Section 108	Wabash Crossing	2002		2022	50	18/21/50	2/1	8/1	3,000,000	1,540,000	175,000	90,584	1,365,000	265,584
23	2013 Promissory Note	Jonson Controls Initiative	2013		2028	80	80/10/60/70	Qtry	Qtry	17,212,394	17,064,962	610,882	584,368	16,454,080	1,195,250
Total Notes Payable										20,212,394	18,604,962	785,882	674,952	17,819,080	1,460,834
Loans Payable															
2	Staley Sewer Loan	Staley Sewer	1995		2014	50	79	5/16	11/16	921,739	-	-	-	-	-
3	Spring Creek Sewer Loan	Spring Creek Sewer	1996		2015	50	79	3/2	9/2	697,491	17,636	17,636	248	-	17,884
4	West Mound Sewer Loan	West Mound Sewer	1996		2015	50	79	4/5	10/5	296,505	6,305	6,305	89	-	6,394
15	IEPA Contruction Loan	Nitrate Facility	2002		2022	80	80	6/1	12/1	7,172,169	3,146,525	395,805	88,553	2,750,720	484,358
16	IEPA Water Loan	Water Projects (L17-255200)	2011		2031	80	80	1/10	7/10	6,993,328	6,148,570	361,681	-	5,786,889	361,681
28	IEPA Contruction Loan Pending	Lakeshore Drive Sewer	2013		2034	79	79	12/15	6/15	7,569,987	7,569,987	307,320	140,598	7,262,667	447,918
29	Busey Bank	DPD Furniture & Technology	2014		2019	10	10	Qtry	Qtry	1,500,000	1,356,629	290,938	25,301	1,065,691	316,239
xx	IEPA Contruction Loan Pending	Union Street Sewer	2015		2034	79	79	6/15	12/15	2,608,000	2,608,000	107,230	51,626	2,500,770	158,856
30	Busey Bank	Fire Apparatus - Pumper	2015		2022	10	10	5/4		439,940	-	-	-	439,940	-
Total Loans Payable										28,199,159	20,853,652	1,486,915	306,415	19,806,677	1,793,330
Capital Leases															
19	Busey Bank	Fire Apparatus - Arial Platform	2011		2018	10	10	9/1		947,850	560,173	135,268	13,276	424,905	148,544
20	Busey Bank	Police Vehicles - Patrol (9)	2013		2015	10	10	Qtry	Qtry	203,411	61,850	61,850	532	-	62,382
21	Busey Bank	Police Vehicles - SUV (1)	2013		2017	10	10	Qtry	Qtry	26,911	17,024	6,730	250	10,294	6,980
22	Busey Bank	Water Service Truck (1)	2013		2018	80	80	Qtry	Qtry	33,988	24,119	6,736	409	17,383	7,145
24	Busey Bank	Sewer Vactor Truck (1)	2013		2018	79	79	Qtry	Qtry	321,998	244,460	63,423	4,372	181,037	67,795
26	Busey Bank	Water Service Truck (1)	2014		2019	80	80	Qtry	Qtry	25,150	21,536	4,904	394	16,632	5,298
27	Busey Bank	Traffic Service Truck (1)	2014		2019	10	10	Qtry	Qtry	31,114	26,643	6,067	487	20,576	6,554
31	PNC Equipment Finance	Police Vehicles - Interceptor (10)	2015		2017	10	10	Qtry	Qtry	287,499	-	71,188	1,724	216,311	72,912
33	Busey Bank	Police Vehicles - Interceptor (10)	2015		2017	10	10	Qtry	Qtry	284,731	-	35,127	1,068	249,604	36,195
Total Capital Leases										2,162,652	955,805	391,293	22,512	1,136,742	413,805
Total City Debt										179,479,205	132,814,419	7,509,090	5,169,500	149,622,499	12,678,590

**City of Decatur
Debt Schedule**

Period Ending: 2015 Budget
date of update: September 18, 2015

Debt Instrument	Debt Purpose	Payment Method	Debt Held By Lendor	Paying Agent	Debt Payment	Debt Payment	Debt Payment	Debt Payment
Bond Debt								
Amort sch #								
9	2005 Refunding Bonds	Dredging & Other Capital	wire transfer	bond holders	US Bank	fund 80 100%	Debt Liquidated December 15, 2014	
10	2008 Bonds	Water & Olde Towne TIF Projects	wire transfer	bond holders	BONY Mellon	fund 19 43.2%	fund 80 56.8%	
11	2010A Bonds	LOC Payoff-Reynolds Bulding	wire transfer	bond holders	BONY Mellon	fund 19 55%	fund 21 25%	tax levy 20%
12	2010B Bonds (BAB/RZEDB)	Water/Old Towne TIF Bonds	wire transfer	bond holders	BONY Mellon	fund 19 35.4%	fund 80 64.6%	
13	2010C Bonds	Parking Garage Renovation	wire transfer	bond holders	BONY Mellon	fund 19 50%	tax levy 50%	
14	2010D Bonds	Library	wire transfer	bond holders	BONY Mellon	tax levy 100%		
17	2012 Bonds	Refunding of 2004A GO Bonds	wire transfer	bond holders	US Bank	tax levy 100%		
18	2013 Bonds	Refunding of 2004B GO Bonds	wire transfer	bond holders	US Bank	fund 80 100%		
25	2014 Bonds	Lake Decatur Dredging	wire transfer	bond holders	US Bank	fund 80 100%		
32	2015 Bonds	Lake Decatur Dredging	wire transfer	bond holders	US Bank	fund 80 100%		
Total Bond Debt								
Notes Payable								
6	HUD Section 108	Wabash Crossing	wire transfer	HUD 108 collections	BONY Mellon	fund 50 18.1%	fund 18 79.6%	fund 21 2.3%
23	2013 Promissory Note	Jonson Controls Initiative	wire transfer	Regions Capital Advantage, Inc.	Regions Bank Trust	fund 80 94.0%	fund 10 1.0%	fund 60 4.0% fund 70 1.0%
Total Notes Payable								
Loans Payable								
2	Sewer Loan	Staley Sewer	check	Sanitary District of Decatur	Sanitary District of Decatur	fund 79 100%		
3	Spring Creek Sewer Loan	Spring Creek Sewer	check	Sanitary District of Decatur	Sanitary District of Decatur	fund 79 100%		
4	West Mound Sewer Loan	West Mound Sewer	check	Sanitary District of Decatur	Sanitary District of Decatur	fund 79 100%		
15	IEPA Contruccion Loan	Nitrate Facility	check	Illinois EPA	Amalgated Bank of Chicago	fund 80 100%		
16	IEPA Water Loan	Water Projects	check	Illinois EPA	Amalgated Bank of Chicago	fund 80 100%		
28	IEPA Contruccion Loan Pending	Lakeshore Drive Sewer	check	Illinois EPA		fund 79 100%		
29	Busey Bank	DPD Furniture & Technology	check	Busey Bank	Busey Bank	fund 10 100%		
xx	IEPA Contruccion Loan Pending	Union Street Sewer		Illinois EPA		fund 79 100%		
30	Busey Bank	Fire Apparatus - Pumper	check	Busey Bank	Busey Bank	fund 10 100%		
Total Loans Payable								
Capital Leases								
19	Busey Bank	Fire Apparatus - Arial Platform	check	Busey Bank	Busey Bank	fund 10 100%		
20	Busey Bank	Police Vehicles - Patrol (9)	check	Busey Bank	Busey Bank	fund 10 100%		
21	Busey Bank	Police Vehicles - SUV (1)	check	Busey Bank	Busey Bank	fund 10 100%		
22	Busey Bank	Water Service Truck (1)	check	Busey Bank	Busey Bank	fund 80 100%		
24	Busey Bank	Sewer Vactor Truck (1)	check	Busey Bank	Busey Bank	fund 79 100%		
26	Busey Bank	Water Service Truck (1)	check	Busey Bank	Busey Bank	fund 80 100%		
27	Busey Bank	Traffic Service Truck (1)	check	Busey Bank	Busey Bank	fund 10 100%		
31	PNC Equipment Finance	Police Vehicles - Interceptor (10)	check	PNC Equipment Finance	PNC Equipment Finance	fund 10 100%		
33	Busey Bank	Police Vehicles - Interceptor (10)	check	Busey Bank	Busey Bank	fund 10 100%		
Total Capital Leases								
Total City Debt								

City of Decatur
2010 Bond Issue - Status of Bond Fund 43

Month of: **September 2015**

Bond Issuance	2010-A	2010-B	2010-C	2010-D	Original Scope	Final Total
Par Value of Bonds		28,270,000	2,800,000	1,805,000	32,875,000	
Premium	77,858	226,326	77,989	48,814	430,987	
Total Source of Funds	77,858	28,496,326	2,877,989	1,853,814	33,305,987	
Total Use of Funds	77,858	28,496,326	2,877,989	1,853,814	33,305,987	
Underwriter's Discount	146,465	443,176	35,163	14,975	639,779	
Closing costs	99,083	116,227	19,161	17,648	252,120	
Bond Proceeds	(167,690)	27,936,923	2,823,665	1,821,190	32,414,088	

Original Project Scope	2010-A	2010-B	Scope Adj	Additions	2010-C	Additions	2010-D		
PNC letters of credit									
Wabash Crossing Payoff	4,739,872							4,739,872	4,739,872
West End Loan payoff	334,878							334,878	334,878
300 N Water demolitions	1,249,560							1,249,560	1,249,560
Reynolds Building, etc	2,223,000							2,223,000	2,223,000
Lake Decatur Dredging		11,260,000	120,442	527,963				11,260,000	11,908,405
Ground water supply		5,000,000	(3,294,961)	19,280				5,000,000	1,724,319
Dam repairs		1,746,080	2,559,779	16,633				1,746,080	4,322,492
Downtown streetscapes		6,260,000	614,740	371,952				6,260,000	7,246,692
Downtown lighting		2,500,000						2,500,000	2,500,000
Central Park & Transfer House		1,170,843						1,170,843	1,170,843
Parking Garage project					2,401,272	63,134		2,401,272	2,464,406
Olde Towne TIF Debt Service					422,393			422,393	422,393
Refunding 1998 issue							1,821,190		1,821,190
Total available for use	8,547,310	27,936,923	-	935,829	2,823,665	63,134	1,821,190	41,129,088	42,128,051

Actual Bond Activity	FY11	FY13	FY11	FY12	FY13	FY13 Stub	FY14	FY15	FY11	FY12	FY13	FY13 Stub	FY14	FY15	FY11	FY13	Actual	Bond Plan	Encumb	Unobligated
Revenues																				
Miscellaneous Income				350	527,613						17,190						545,153			
Interest Income			5,938	128,043	154,353	22,960	120,107	148		24,245	24,261	489					480,543			
Total Revenues	-	-	5,938	128,393	681,966	22,960	120,107	148	-	24,245	41,451	489	-	-	-	-	1,025,696			
Expenditures																				
Interest Income Bank Fees			8,129	7,424	4,748	1,432	1,949		678	1,406	875	91					26,733			
Fiscal Agents Fees																	1,356			
Transfer to Debt Service Fund		20,160					800,000										820,673			
Pay Off Letters of Credit	6,303,472																6,303,472	6,324,310		
Pay Off 1998 Bond Issue															1,820,000		1,820,000	1,821,190		
Reynolds Building Payment	2,223,000																2,223,000	2,223,000		
Olde Towne TIF Debt Service												422,393					422,393	422,393	0	0
Downtown TIF Projects			46,141	2,232,320	6,385,262	1,507,664	147,142	210,237									10,528,767	10,917,535	17,379	371,389
Dredging			1,974,603	8,990,314	903,488	40,000											11,908,405	11,908,405	0	0
Supplemental Water Supply			110,610	116,025	479,936	181,981	35,767										924,319	1,724,319	0	0
Dam Repair				19,822	119,653	3,202,386	980,632										4,322,492	4,322,492	0	0
Parking								750		88,140	2,236,531	59,111	68,913	11,711			2,465,156	2,464,406	0	-750
Total Expenditures	8,527,150	20,160	2,139,484	11,365,905	7,893,086	4,933,463	1,965,490	210,987	678	89,546	2,237,407	481,595	68,913	11,711	1,820,678	512	41,766,766	42,128,051	17,379	370,639
Unexpended Funds 4/30/11	20,160		25,803,377						2,822,987						512		28,647,037			
Unexpended Funds 4/30/12	20,160			14,565,865						2,757,686					512		17,344,224			
Unexpended Funds 4/30/13		0			7,354,745						561,730					0	7,916,475			
Unexpended Funds 12/31/13						2,444,241						80,624					2,524,866			
Unexpended Funds 12/31/14							598,858						11,711				610,569			
Unexpended Funds 9/30/15								388,018						0			388,018			

Approved use of Funds
Festival power
Franklin St 5,000
Unassigned 365,639
370,639

Project scope(s)
2010A LOC payoff for Wabash Crossing, N Water St demolitions, W Main Street residential rehabs, Reynolds Building redevelopment agreement
2010B Water projects including dredging, ground water supply, dam repairs / OldTowne TIF projects including streetscape improvements in downtown
2010C Decatur, Central park improvements, Transfer House interior renovations
2010D Parking Garage B&C renovation and construct new lot on N Main St
Bond refunding of 1998 GO Bond (Library)

City of Decatur
Water Bond Issue - Status of Water Bond Fund 89

Month of: September 2015

Bond Issuance	2014
Par Value of Bonds	24,055,000
Premium	1,147,122
Total Source of Funds	25,202,122
Total Use of Funds	25,202,122
Underwriter's Discount	168,385
Bond Insurance	21,705
Closing Costs	122,505
Bond Proceeds	24,889,527

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

The Lake Decatur Dredging initiative is a \$90.4 investment spanning 6 years with completion envisioned in 2019. The project includes the dredging of lake basins 1, 2, 3 and 4.

On April 8, 2014, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of Phase I of the Lake Decatur Dredging Project.

The City will use additional bond financing in subsequent years to raise the cash proceeds to defray the cost of future expenditures. The City expects to issue bonds in each subsequent fiscal year 2015, 2016, 2017 and 2018.

Project Scope	
Temporary Easements	36,677
Road Improvements	254,754
Dredging	24,598,096
Other	-
Total Scope	24,889,527

Actual Bond Spend Activity in Fiscal year 2014	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend		-	-	24,889,527	24,760,833	24,758,895	24,165,902	24,036,949	20,860,735	18,054,140	16,012,691	15,310,267	
Revenues													
Interest Income				443	762	780	793	708	605	547	485	394	5,517
Other													-
Total Revenue	-	-	-	443	762	780	793	708	605	547	485	394	5,517
Expenditures													
Dredging					2,700			11,000		1,494			15,194
Sediment Basin Rehab				129,137		593,773	129,746	3,082,383	2,807,200	1,936,386	702,909	1,297,135	10,678,669
Angle Crossing Road Impvmnt								83,539					83,539
Star Route Road Improvement										104,116			104,116
Total Expenditures	-	-	-	129,137	2,700	593,773	129,746	3,176,922	2,807,200	2,041,996	702,909	1,297,135	10,881,518
Ending cash available	-	-	-	24,760,833	24,758,895	24,165,902	24,036,949	20,860,735	18,054,140	16,012,691	15,310,267	14,013,526	

Actual Bond Spend Activity in Fiscal year 2015	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	14,013,526	11,585,523	11,585,847	11,578,862	11,532,821	11,518,681	9,202,684	9,167,528	7,469,869	7,442,700	7,442,700	7,442,700	
Revenues													
Interest Income	374	324	356	328	319	307	270	254	177				2,708
Other													-
Total Revenue	374	324	356	328	319	307	270	254	177	-	-	-	2,708
Expenditures													
Dredging													-
Sediment Basin Rehab/Dredge	2,428,376		7,341	46,369	14,459	2,316,304	35,426	1,697,912	27,346				6,573,534
Angle Crossing Road Impvmnt													-
Star Route Road Improvement													-
Total Expenditures	2,428,376	-	7,341	46,369	14,459	2,316,304	35,426	1,697,912	27,346	-	-	-	6,573,534
Ending cash available	11,585,523	11,585,847	11,578,862	11,532,821	11,518,681	9,202,684	9,167,528	7,469,869	7,442,700 0	7,442,700	7,442,700	7,442,700	

City of Decatur
Water Bond Issue - Status of Water Bond Fund 89

Month of: October 6, 2015
gz projection

Bond Issuance	2015
Par Value of Bonds	23,305,000
Premium	1,073,300
Total Source of Funds	24,378,300
Total Use of Funds	24,378,300
Underwriter's Discount	163,135
Bond Insurance	84,770
Closing Costs	127,880
Bond Proceeds	24,002,515

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

The Lake Decatur Dredging initiative is a \$90.4 investment spanning 6 years with completion envisioned in 2019. The project includes the dredging of lake basins 1, 2, 3 and 4.

On September 3, 2015, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of Phase II of the Lake Decatur Dredging Project.

The City will use additional bond financing in subsequent years to raise the cash proceeds to defray the cost of future expenditures. The City expects to issue bonds in each subsequent fiscal year 2017 and 2018.

Project Scope	
Temporary Easements	-
Road Improvements	-
Dredging	24,002,515
Other	-
Total Scope	24,002,515

Actual Bond Spend Activity in Fiscal year 2015	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	-	-	-	-	-	-	-	-	24,002,515	24,003,086	24,003,086	24,003,086	
Revenues													
Interest Income									571				571
Other													-
Total Revenue	-	-	-	-	-	-	-	-	571	-	-	-	571
Expenditures													
Dredging													-
Sediment Basin Rehab													-
Angle Crossing Road Impvmnt													-
Star Route Road Improvement													-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending cash available	-	-	-	-	-	-	-	-	24,003,086	24,003,086	24,003,086	24,003,086	

Actual Bond Spend Activity in Fiscal year 2016	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	24,003,086	24,003,086	24,003,086	24,003,086	24,003,086	24,003,086	24,003,086	24,003,086	24,003,086	24,003,086	24,003,086	24,003,086	
Revenues													
Interest Income													-
Other													-
Total Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Expenditures													
Dredging													-
Sediment Basin Rehab/Dredge													-
Angle Crossing Road Impvmnt													-
Star Route Road Improvement													-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending cash available	24,003,086	24,003,086	24,003,086	24,003,086	24,003,086	24,003,086	24,003,086	24,003,086	24,003,086	24,003,086	24,003,086	24,003,086	

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

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

Period Ending: September 2015

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var	-	-	-	-	-	6,175,771	-	-	4,716,432				10,892,203	13,224,000	82%
var	REAL ESTATE TAX-TIF DISTRICTS	var	-	-	-	-	-	879,778	-	-	593,462				1,473,240	1,693,700	87%
	OTHER TAXES TOTAL		-	-	-	-	-	7,055,549	-	-	5,309,894	-	-	-	12,365,443	14,917,700	83%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	889,089	863,243	1,000,115	739,805	764,685	832,374	833,551	906,467	1,006,626				7,835,956	11,124,000	70%
var	STATE SALES TAX	var	963,009	941,678	1,120,789	857,417	877,404	978,888	944,686	992,900	911,765				8,588,537	11,958,000	72%
	OTHER TAXES TOTAL		1,852,098	1,804,922	2,120,904	1,597,222	1,642,089	1,811,262	1,778,237	1,899,367	1,918,391	-	-	-	16,424,493	23,082,000	71%
GENERAL FUND																	
LOCAL TAXES																	
301302	CABLE TV TAX	10	238,200	33,009	-	244,232	34,267	-	243,424	37,073	-				830,203	1,109,000	75%
301203	FOOD & BEVERAGE TAX	10	239,978	249,801	252,588	255,737	253,498	285,060	290,440	272,038	275,230				2,374,370	3,111,500	76%
301204	HOTEL AND MOTEL TAX	10	26,728	38,349	53,421	60,066	45,447	77,827	72,341	64,934	77,305				516,417	652,000	79%
301106	MOBILE HOME PRIVELEGE TAX	10	-	-	-	-	-	-	-	-	-				-	9,000	0%
301103	PROPERTY TAX	10	-	-	-	-	-	4,020,767	-	-	3,070,657				7,091,424	7,528,801	94%
301202	TELEPHONE UTILITY TAX	10	150,078	166,178	181,659	187,007	164,798	182,269	175,288	171,899	170,848				1,550,024	2,189,000	71%
301209	UTILITY TAX - ELECTRIC & GAS	10	149,238	163,584	153,678	110,338	78,472	201,586	118,708	102,541	121,148				1,199,294	1,736,000	69%
	Sub Total		804,222	650,922	641,345	857,380	576,482	4,767,509	900,201	648,485	3,715,187	-	-	-	13,561,732	16,335,301	83%
OTHER TAXES (REMITTED BY STATE)																	
301208	AUTO RENTAL TAX	10	2,526	1,546	2,990	2,257	2,099	2,506	2,513	2,553	2,762				21,752	30,000	73%
301205	LOCAL SALES TAX	10	875,989	850,143	989,911	723,905	748,785	816,474	817,651	890,567	886,593				7,600,019	10,953,600	69%
301207	LOCAL USE TAX	10	136,569	129,837	196,801	69,628	135,902	143,287	140,649	133,971	-				1,086,643	1,492,000	73%
302105	STATE INCOME TAX	10	852,700	-	620,094	925,184	403,609	824,784	1,364,531	566,667	1,263,519				6,821,087	7,600,000	90%
302104	STATE REPLACEMENT TAX	10	157,022	717	57,046	284,217	227,608	2,501	184,466	24,860	2,356				940,793	1,132,000	83%
301201	STATE SALES TAX	10	953,209	931,878	1,111,278	845,217	865,204	966,688	932,486	980,700	975,278				8,561,939	11,829,400	72%
301210	VIDEO GAMING TAX	10	57,515	31,895	50,412	60,983	63,999	63,267	-	-	-				328,071	535,000	61%
	Sub Total		3,035,529	1,946,017	3,028,533	2,911,391	2,447,205	2,819,508	3,442,296	2,599,318	3,130,507	-	-	-	25,360,305	33,572,000	76%
OTHER GOVERNMENTAL SOURCES																	
302110	ESTB ENHANCED 911	10	-	-	-	122,359	-	-	123,643	-	-				246,001	484,000	51%
30240x	FIRE & POLICE TRAINING REIMB	10	7,603	15,849	-	-	-	-	-	-	-				23,453	50,000	47%
301102	ROAD & BRIDGE TAX	10	-	-	-	-	-	184,560	-	-	150,534				335,094	357,000	94%
	Sub Total		7,603	15,849	-	122,359	-	184,560	123,643	-	150,534	-	-	-	604,548	891,000	68%
CHARGE SERVICES (INTERNAL CITY)																	
various	GENERAL FUND	10	526,061	613,344	510,813	515,937	750,230	580,669	583,804	647,614	567,216				5,295,688	7,582,782	70%
3rd Party Revenue																	
303413	AMEREN FRANCHISE PAYMENTS	10	82,081	82,081	76,759	76,759	76,759	76,759	76,759	76,759	76,759				701,478	935,000	75%
303510	ELECTRIC AGGREGATION ADMIN	10	8,267	10,037	8,769	8,946	6,374	6,021	8,093	11,472	11,558				79,537	120,000	66%
	Sub Total		90,348	92,118	85,528	85,705	83,134	82,780	84,853	88,231	88,317	-	-	-	781,015	1,055,000	74%
Grants																	
various	STATE & OTHER	10	8,090	6,786	5,328	856	10,242	1,856	1,525	13,292	2,781				50,757	50,000	102%
	Sub Total		8,090	6,786	5,328	856	10,242	1,856	1,525	13,292	2,781	-	-	-	50,757	50,000	102%

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

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

Period Ending: September 2015

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Revised	% of
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget
Fees for Services External																
various ADMIN COURT FEES & FINES	10	17,437	24,521	23,387	16,825	14,154	18,922	19,120	13,903	11,519				159,787	229,000	70%
304401 BUILDING PERMITS	10	15,069	16,667	14,634	12,782	15,567	20,622	8,374	32,134	14,245				150,093	208,000	72%
305501 COURT FINES (COUNTY)	10	19,458	15,929	51,557	30,922	24,970	18,447	17,223	15,907	15,519				209,931	328,000	64%
310010 FIRE PROGRAMS	10	40	1,826	659	80	1,026	360	360	520	285				5,156	20,000	26%
various LAKE LICENSES & PERMITS	10	-	107	514	71,655	51,724	26,086	10,167	2,910	3,586				166,747	166,000	100%
304304 LIQUOR LICENSES	10	2,238	820	4,562	15,089	157,667	162,961	28,613	(17,632)	18,353				372,672	300,000	124%
various MISC INCOME & REIMBURSE	10	35,989	6,840	17,385	42,928	5,639	5,259	4,256	55,299	5,444				179,039	492,913	36%
various OTHER FINES & FEES	10	49,847	55,137	61,623	46,066	51,441	56,517	53,711	48,807	61,149				484,299	844,500	57%
various OTHER LICENSES	10	14,815	2,228	3,165	4,245	865	2,190	2,320	2,845	4,606				37,279	86,000	43%
various PARKING	10	33,612	32,837	42,819	32,184	29,395	30,043	30,961	52,041	26,443				310,335	527,000	59%
302200 RADIO SERVICE REIMBURSE	10	3,528	8,855	5,788	9,577	6,148	5,923	6,013	5,923	5,314				57,070	240,000	24%
303408 SANITARY DISTRICT	10	25,553	24,260	24,386	25,587	23,941	24,612	25,445	25,003	24,260				223,046	281,904	79%
303405 SCHOOL DISTRICT REIMB	10	-	-	-	-	97,339	-	-	193,109	-				290,448	250,000	116%
Sub Total		217,587	190,027	250,479	307,940	479,875	371,941	206,563	430,769	190,722	-	-	-	2,645,902	3,973,317	67%
Investment/Other Income																
309900 BOND OR NOTE PROCEEDS	10	-	-	-	-	-	619,223	14,903	-	-				634,126	-	-
307101 INTEREST INCOME	10	85	72	71	73	76	86	85	86	125				758	600	126%
Sub Total		85	72	71	73	76	619,309	14,987	86	125	-	-	-	634,884	600	105814%
General Fund Total		4,689,526	3,515,136	4,522,098	4,801,640	4,347,243	9,428,131	5,357,871	4,427,796	7,845,390	-	-	-	48,934,831	63,460,000	77%
Development Services																
various PLANNING	12	8,272	25,821	17,672	19,713	17,673	17,190	20,791	11,478	38,607				177,215	290,000	61%
various HOME PROGRAM	17	31,021	39,919	7,898	8,638	4,775	6,444	12,434	9,660	8,528				129,317	814,567	16%
various CDBG	18	154,293	62,293	31,903	34,257	20,308	12,740	505	-	326,745				643,043	1,570,000	41%
various DUATS	22	0	161,695	1	1	1	99,010	2	73,982	3				334,695	416,811	80%
various PEG PROJECTS	40	17,082	6,605	4	16,908	6,857	4	17,209	7,419	5				72,092	100,000	72%
various DCDF	82	3,169	13,891	3,803	2,819	1,353	15,426	3,728	2,844	7,334				54,367	30,000	181%
various NEIGHBORHOOD IMPROVEMENTS	83	2	2	2	2	2	2	2	2	3				19	-	-
various URBAN REVITALIZATION	84	-	-	-	-	-	-	-	-	-				-	-	-
various USEPA GRANT FUND	85	-	7,332	9,064	3,578	13,990	5,624	6,826	3,569	8,861				58,844	710,000	8%
various RECYCLING	88	53,058	57,756	67,273	54,442	52,366	63,875	57,888	57,261	59,906				523,826	684,000	77%
Sub Total		266,897	375,315	137,618	140,357	117,324	220,317	119,385	166,214	449,991	-	-	-	1,993,418	4,615,378	43%
Redevelopment & TIF																
various OLDE TOWNE TIF	19	1	1	1	1	1	484,418	2	1	361,350				845,775	1,078,400	78%
various SE PLAZA TIF	20	7,010	7,005	356	9,006	9,006	175,714	9,011	9,012	139,696				365,815	388,900	94%
various WABASH CROSSING TIF	21	1	0	-	-	-	156,140	2	2	43,029				199,173	187,400	106%
various EASTGATE TIF	23	12,801	13,433	23,427	16,034	16,042	59,798	16,097	15,404	55,366				228,404	261,600	87%
various SOUTHSIDE TIF	24	-	-	-	-	-	16,112	0	0	1,756				17,869	15,000	119%
various PINES SHOPPING CENTER TIF	28	3,102	3,102	(2,939)	3,700	3,700	16,434	3,701	3,701	15,518				50,019	63,900	78%
various GRAND & OAKLAND TIF	29	-	-	-	-	-	-	-	-	34,672				34,672	5,000	693%
Sub Total		22,915	23,541	20,845	28,741	28,749	908,616	28,814	28,120	651,387	-	-	-	1,741,727	2,000,200	87%
Public Safety																
various DRUG ENFORCEMENT	25	112,102	52,553	4,003	1,229	988	71,856	72,138	118,513	440				433,822	242,300	179%
various DUI COURT FINES	26	9,148	8,413	19,735	16,158	13,728	13,162	7,803	7,071	10,938				106,155	118,900	89%
various POLICE PROGRAMS/LAB	27	872	451	449	672	287	571	363	581	417				4,664	15,010	31%
various RADIO COMMUNICATIONS	30	-	-	-	-	-	-	-	-	-				-	-	-
various FIRE PROGRAMS/CADET	31	-	-	-	-	-	-	-	-	-				-	-	-
various FIRE EMERGENCY GRANT	32	0	0	(6,227)	-	-	-	-	-	-				(6,226)	185,000	-3%
various POLICE CAPITAL	33	-	-	-	-	-	-	260,004	3,008	10				263,022	-	-
various JUSTICE ADMIN GRANT	39	-	-	-	-	-	-	-	-	-				-	96,084	0%
various FIRE CAPITAL	49	0	0	0	0	0	0	0	5,098	20,803				25,900	60,000	43%
Sub Total		122,123	61,417	17,960	18,059	15,004	85,589	340,308	134,270	32,607	-	-	-	827,336	717,294	115%

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

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

Period Ending: September 2015

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Debt Service																	
various DEBT SERVICE		50	826,133	292,150	334,659	333,808	333,816	1,747,777	708,630	826,932	1,569,908				6,973,811	9,993,955	70%
Sub Total			826,133	292,150	334,659	333,808	333,816	1,747,777	708,630	826,932	1,569,908	-	-	-	6,973,811	9,993,955	70%
Public Works & Capital																	
various 2010 PROJECT FUND		43	18	17	18	17	16	16	14	15	17				148	-	-
various CAPITAL STREET PROJECTS		45	4	3	3	3	3	3	148	4,003	(3,996)				174	300	58%
various MFT PROJECTS		46	191,784	191,915	144,365	70,232	177,119	183,275	111,434	39,660	3,518				1,113,302	2,202,000	51%
various MAJOR MOVES		47	31,673	3	3	3	135,195	3	3	3	3				166,887	2,171,708	8%
various FLEET MAINTENANCE		60	217,992	168,977	257,509	210,210	209,139	211,812	219,502	219,048	217,417				1,931,607	2,850,859	68%
various EQUIPMENT REPLACEMENT		61	11	11	12	12	12	14	15	16	23				127	-	-
various STORMWATER PROJECTS		78	78,002	81,539	93,229	89,746	106,016	90,023	86,604	81,138	83,066				789,365	1,653,000	48%
various SEWER PROJECTS		79	727,649	519,742	365,111	316,527	362,434	1,137,405	1,420,889	516,196	433,343				5,799,296	8,750,264	66%
Sub Total			1,247,132	962,208	860,252	686,750	989,935	1,622,551	1,838,609	860,078	733,391	-	-	-	9,800,906	17,628,131	56%
Management Services																	
various MIS OPERATIONS		67	-	-	-	-	-	-	-	-	-				-	-	-
various MASS TRANSIT		70	57,078	1,139,219	47,999	57,723	1,009,593	242,628	1,605,693	262,697	55,621				4,478,251	9,982,181	45%
Sub Total			57,078	1,139,219	47,999	57,723	1,009,593	242,628	1,605,693	262,697	55,621	-	-	-	4,478,251	9,982,181	45%
Library																	
various LIBRARY OPERATIONS		35	69,830	37,901	35,893	198,031	86,987	1,475,718	75,636	30,096	1,133,244				3,143,335	3,448,046	91%
various LIBRARY CAPITAL		58	3	3	3	3	3	3	3	10,003	10,004				20,028	-	-
various LIBRARY TRUST FUNDS		59	8	14,033	486	423	179	298	529	54	1,467				17,478	10,000	175%
Sub Total			69,842	51,937	36,381	198,457	87,168	1,476,019	76,168	40,152	1,144,715	-	-	-	3,180,840	3,458,046	92%
Other Miscellaneous																	
various BAND		36	376	376	376	2,127	1,076	37,373	600	375	24,864				67,544	63,303	107%
various RISK MANAGEMENT		64	230,344	222,885	222,890	222,881	222,880	222,887	222,890	222,897	222,920				2,013,473	2,674,648	75%
various EMPLOYEE BENEFIT		65	790,705	773,889	1,031,352	768,310	767,983	776,993	1,071,531	752,067	753,610				7,486,439	10,431,608	72%
Sub Total			1,021,425	997,150	1,254,617	993,318	991,939	1,037,253	1,295,021	975,339	1,001,394	-	-	-	9,567,455	13,169,559	73%
Water Utility & Capital																	
various WATER		80	1,886,804	1,841,560	1,762,946	1,830,501	1,832,746	2,177,029	2,493,189	2,498,973	2,543,376				18,867,124	24,333,580	78%
various WATER CAPITAL		81	76	69	70	319,550	786	88	85	86	123				320,934	2,560,600	13%
various WATER BOND FUND		89	374	324	356	328	319	307	270	254	24,379,048				24,381,579	20,765,000	117%
Sub Total			1,887,254	1,841,953	1,763,372	2,150,380	1,833,851	2,177,424	2,493,543	2,499,313	26,922,546	-	-	-	43,569,637	47,659,180	91%
Fudiciary Trust & Agency																	
various FIRE PENSION		90	299,046	(31,326)	279,889	343,082	855,604	2,215,923	242,119	387,522	2,094,172				6,686,031	7,580,128	88%
various POLICE PENSION		91	355,213	514,859	423,955	301,730	422,324	2,340,887	364,049	288,257	1,991,852				7,003,127	7,707,380	91%
Sub Total			654,259	483,532	703,844	644,813	1,277,928	4,556,810	606,168	675,779	4,086,023	-	-	-	13,689,157	15,287,508	90%
Grand Total Revenues			10,864,584	9,743,558	9,699,645	10,054,045	11,032,550	23,503,115	14,470,210	10,896,690	44,492,973	-	-	-	144,757,370	187,971,432	77%

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

Net Assessed Value \$: 822,152,764
City Tax Rate: 1.43527%

Assessed Value Year 2014
Pay Year 2015
in process

note	Tax Levy Item	Fund	Net Assessed Value certified	input	input	input	Billed \$ Amount certified
				Tax Rate certified	Tax Levy \$ Amount	Extension \$ Amount certified	
	General Obligation Bond Debt	50	822,152,764	0.15600%	1,282,550.00	1,282,558.29	1,282,558.29
	IMRF	10	822,152,764	0.02828%	232,450.00	232,504.80	232,504.80
	Fire Pension	10	822,152,764	0.45612%	3,750,000.00	3,750,003.12	3,750,003.12
	Police Pension	10	822,152,764	0.45004%	3,700,000.00	3,700,016.23	3,700,016.23
	City Library	35	822,152,764	0.33753%	2,775,000.00	2,775,012.17	2,775,012.17
	Municipal Band	36	822,152,764	0.00730%	60,000.00	60,017.15	60,017.15
	Mass Transit						
	Bonds Publuic Buidling						
1	Total City		822,152,764	1.43527%	11,800,000.00	11,800,111.76	11,800,111.76
			ok	ok	ok	ok	ok
						0.0143527	
	TIF District (tax code district)		input	input	AV Increment \$ Amount	input	Billed \$ Amount certified
			AV Increment Value certified	Tax Rate certified		Extension \$ Amount certified	
	ZTF3 Pines TIF (4062)	28	265,672	9.58621%	25,467.88	25,467.88	25,467.88
	ZTF4 SE Plaza TIF (9542)	20	3,303,540	9.02034%	297,990.54	297,990.54	297,990.54
	ZTF5 Olde Towne TIF (4555)	19	9,849,922	9.58621%	944,234.21	944,236.70	944,236.70
	ZTF6 Near North TIF (4455)	21	2,085,672	9.58621%	199,936.90	199,937.76	199,937.76
	ZTF8 Eastgate TIF (9543)	23	936,499	9.28854%	86,987.08	86,987.13	86,987.13
	ZTF0 Grand & Oakland (xxxx)	29	276,541.00	0.00000%	-	-	-
	ZTFA SS Redevelopment (xxxx)	24	186,662.00	9.58621%	17,893.81	17,893.85	17,893.85
2	Redevelopment TIF		16,904,508		1,572,510.42	1,572,513.86	1,572,513.86
			ok			ok	ok
	Total Property Tax Levy				13,372,510.42	13,372,625.62	13,372,625.62

Note(s)

- 1 Data per City of Decatur 2014 Tax Levy - certification and extension dated May 7, 2015 received by City May 13, 2015
- 2 Data per Macon County - AV increment, Tax Rates, certification and extention dated May 7, 2015 received by City May 13, 2105

Prepared By:
Office of the City Treasurer

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

**Assessed Value Year
Pay Year
2014
2015
in process**

Tax Levy Item	Fund	Billed \$ Amount	98.0% Collection Rate	Expected Collection \$ Amount	input	input	input	Total Distribution	Expected Account Receivable \$ Amount
					Distribution 1 6/26/2015	Distribution 2 9/28/2015	Distribution 3		
General Obligation Bond Debt	50	1,282,558.29	98.0%	1,256,907.12	671,247.14	512,630.82		1,183,877.96	73,029.16
IMRF		232,504.80	98.0%	227,854.70	121,684.71	92,931.03		214,615.74	13,238.96
Fire Pension	10	3,750,003.12	98.0%	3,675,003.06	1,962,622.34	1,498,852.85		3,461,475.19	213,527.87
Police Pension	10	3,700,016.23	98.0%	3,626,015.91	1,936,459.82	1,478,872.95		3,415,332.77	210,683.14
City Library	35	2,775,012.17	98.0%	2,719,511.93	1,452,345.04	1,109,155.31		2,561,500.35	158,011.58
Municipal Band	36	60,017.15	98.0%	58,816.81	31,411.71	23,989.03		55,400.74	3,416.07
Mass Transit		-						-	0
Public Building Bonds		-			0.06	0.03		0.09	0
Total City		11,800,111.76		11,564,109.52	6,175,770.82	4,716,432.02	-	10,892,202.84	671,906.77
City Collection Rate:									92.3%
ZTF3 Pines TIF (4062)	28	25,467.88	98.0%	24,958.52	12,733.91	12,733.97		25,467.88	(509.36)
ZTF4 SE Plaza TIF (9542)	20	297,990.54	98.0%	292,030.73	166,704.79	131,285.75		297,990.54	(5,959.81)
ZTF5 Olde Towne TIF (4555)	19	944,236.70	98.0%	925,351.97	484,416.04	361,346.62		845,762.66	79,589.31
ZTF6 Near North TIF (4455)	21	199,937.76	98.0%	195,939.00	156,138.89	43,026.19		199,165.08	(3,226.08)
ZTF8 Eastgate TIF (9543)	23	86,987.13	98.0%	85,247.39	43,673.01	43,314.12		86,987.13	(1,739.74)
ZTF0 Grand & Oakland (xxxx)	xx	-	98.0%	-	-	-		-	0
ZTFA SS Redevelopment (xxxx)	xx	17,893.85	98.0%	17,535.97	16,111.62	1,755.37		17,866.99	(331.02)
Redevelopment TIF		1,572,513.86		1,541,063.58	879,778.26	593,462.02	-	1,473,240.28	67,823.30
City Collection Rate:									93.7%
Total Property Tax Levy		13,372,625.62		13,105,173.11	7,055,549.08	5,309,894.04	-	12,365,443.12	739,730.08
City Collection Rate:									92.5%

Note(s)

- 1 Payment received 06/26/2015 from Macon County Treasurer with check distribution / checks 13114, 13258, 13280, 13256, 13232,13143, 13281
- 2 Payment received 09/28/2015 from Macon County Treasurer with check distribution / checks 13337,13473, 13492, 13471, 13450, 13365, 13493
- 3

Footnote (Not a part of City Tax Levy)

Decatur Road & Bridge Tax Distribution	10-0831-301102	input Distribution 1 6/26/2015	input Distribution 2 9/28/2015	input Distribution 3	Total Distribution
		184,559.86	150,534.23		335,094.09

Total County Distribution to Civil City	6,360,330.68	4,866,966.25	-	11,227,296.93
---	--------------	--------------	---	---------------

Footnote (Not a part of City Tax Levy)

Decatur Mobile Home Privilege Tax Distribution		10-0231-301106	-	-	test s/b "0"
Distribution to City including TIF & Mobile Home		7,240,108.94	5,460,428.27	-	12,700,537.21
pared By: Office of the City Treasurer	General Obligation Bond Debt	50-43500-301103	ZTF3 Pines TIF (4062)	28-43281-301103	
	IMRF	10-0231-301103	ZTF4 SE Plaza TIF (9542)	20-43200-301103	
	Fire Pension	10-0231-301103	ZTF5 Olde Towne TIF (4555)	19-45190-301103	
	Police Pension	10-0231-301103	ZTF6 Near North TIF (4455)	21-43210-301103	
	City Library	35-59350-301103	ZTF8 Eastgate TIF (9543)	23-43230-301103	
	Municipal Band	36-43360-301103	ZTF0 Grand & Oakland (xxxx)	29-43291-301103	
			ZTFA SS Redevelopment (xxxx)	24-43241-301103	

Prepared By:
Office of the City Treasurer

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

September 2015

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	12,860	2,929	3,046	2,988	3,329	2,716	3,907	2,344	2,654				36,773	50,497	50,497	73%
015	EXECUTIVE	10	74,024	43,966	53,147	51,851	45,309	48,252	75,366	44,811	52,498				489,225	596,612	603,696	81%
016	HUMAN RESOURCES	10	36,577	26,958	35,433	23,329	32,521	35,993	39,827	40,938	25,935				297,512	402,492	404,475	74%
017	MANAGEMENT INFO SYSTEMS	10	104,207	77,663	89,074	258,271	82,797	83,655	104,972	75,144	141,027				1,016,808	1,400,454	1,403,901	72%
018	CITY CLERK	10	22,039	29,512	13,831	13,247	36,253	12,999	18,012	12,789	15,744				174,427	193,793	194,106	90%
020	LEGAL	10	98,353	70,919	75,767	71,519	71,845	73,654	105,629	71,989	73,379				713,054	1,033,236	1,040,647	69%
035	FINANCE	10	107,114	74,718	75,885	119,406	125,748	80,149	127,508	85,596	87,604				883,728	1,404,496	1,339,903	66%
036	WATER CUSTOMER SERVICE	10	78,746	63,939	79,293	51,983	67,586	63,697	89,686	73,110	60,383				628,424	834,939	907,421	69%
037	PURCHASING	10	23,144	15,791	17,545	15,921	16,184	16,050	25,966	15,899	16,012				162,511	221,156	221,125	73%
038	CIVIC CENTER	10	(6,523)	15,284	18,132	11,916	13,563	3,266	21,366	12,157	(3,279)				85,884	138,672	138,672	62%
039	CITY GENERAL ADMINISTRATIVE	10	476,721	173,526	203,044	70,583	152,941	70,884	152,941	13,854	7,142				1,321,636	1,716,557	1,805,212	73%
Sub Total			1,027,262	595,205	664,199	691,015	648,076	491,313	765,179	448,631	479,100	-	-	-	5,809,980	7,992,904	8,109,655	72%
Development Services																		
050	PLANNING & SUSTAINABILITY	10	65,840	40,913	47,462	46,003	45,659	46,039	68,528	43,231	43,576				447,250	638,945	641,454	70%
052	BUILDING INSPECTIONS	10	61,152	43,139	49,472	44,060	43,069	44,790	65,316	44,608	45,776				441,382	609,758	610,322	72%
053	NEIGHBORHOOD INSPECTIONS	10	57,827	40,931	45,781	44,028	59,662	60,483	77,251	74,227	55,570				515,760	675,793	676,133	76%
054	NEIGHBORHOOD OUTREACH	10	29,167	18,641	19,942	18,663	18,760	20,125	29,379	18,961	22,147				195,786	339,049	340,748	57%
Sub Total			213,985	143,625	162,657	152,755	167,149	171,438	240,473	181,027	167,070	-	-	-	1,600,179	2,263,545	2,268,657	71%
Public Safety																		
060	EMERGENCY COMMUNICATIONS	10	229,923	207,899	209,582	157,290	204,604	298,952	281,735	174,245	211,433				1,975,662	2,526,374	2,521,623	78%
065	POLICE	10	2,202,367	1,436,871	1,663,521	1,530,103	1,566,575	3,517,241	2,131,368	1,527,132	3,032,832				18,608,010	24,891,893	25,014,882	74%
070	FIRE	10	1,309,228	912,985	1,020,607	1,008,950	1,039,250	2,980,959	1,434,686	1,096,762	2,469,872				13,273,299	17,112,702	17,121,203	78%
Sub Total			3,741,519	2,557,755	2,893,710	2,696,343	2,810,429	6,797,151	3,847,789	2,798,139	5,714,137	-	-	-	33,856,972	44,530,969	44,657,708	76%
Public Works																		
080	PUBLIC WORKS ADMIN	10	27,551	22,747	26,053	28,126	41,998	616,203	70,886	23,470	19,049				876,083	385,212	389,324	225%
082	ENGINEERING	10	113,334	92,153	79,075	75,344	75,551	76,638	117,575	78,620	78,126				786,417	1,154,094	1,156,979	68%
083	MUNICIPAL SERVICES	10	446,558	395,698	396,432	337,370	343,675	349,468	477,096	367,458	367,141				3,480,896	4,848,474	4,852,875	72%
084	STREETS	10	70,401	67,993	113,460	102,918	86,884	92,456	84,310	81,111	75,237				774,770	1,379,795	1,379,795	56%
086	TRAFFIC & PARKING	10	13,801	72,377	177,735	164,893	82,771	273,647	174,107	134,024	222,578				1,315,933	1,764,590	1,764,590	75%
088	URBAN FORESTRY	10	23,542	26,904	59,462	28,190	28,705	29,192	25,050	24,362	51,264				296,669	430,417	430,417	69%
Sub Total			695,187	677,871	852,216	736,841	659,585	1,437,605	949,025	709,044	813,394	-	-	-	7,530,769	9,962,582	9,973,980	76%
General Fund Expenditure Total			5,677,953	3,974,456	4,572,782	4,276,954	4,285,239	8,897,507	5,802,465	4,136,841	7,173,702	-	-	-	48,797,899	64,750,000	65,010,000	75%
Development Services																		
120	PLANNING	12	4,165	21,149	141	78,385	12,694	4,123	2,042	6,678	5,172				134,549	401,000	401,000	34%
170	HOME PROGRAM	17	1,243	4,221	2,867	5,224	803	2,576	6,676	5,780	1,096				30,487	227,612	227,612	13%
171	PROGRAM DELIVERY COSTS	17	26,032	32,580	9,543	180	-	-	4,875	-	690				73,900	586,955	586,955	13%
181	PROJECTS	18	3,407	135,351	5,355	1,223	1,388	1,388	1,388	1,388	71,826				222,714	920,119	920,119	24%
183	REHAB PROJECTS	18	43,680	12,754	13,948	15,069	13,902	21,122	14,095	21,185	(50,333)				105,421	265,131	265,131	40%
184	ADMINISTRATION	18	15,664	15,697	12,354	17,076	18,663	20,828	186,239	19,564	15,372				321,458	384,750	384,750	84%
220	DUATS	22	1,468	110,272	26,816	4,730	608	70,810	0	54,249	20,893				289,846	416,811	416,811	70%
400	PEG PROJECTS	40	560	598	17,047	620	560	571	14,551	571	796				35,874	100,000	100,000	36%
820	DCDF	82	1,843	357	15,943	790	50,912	27,555	4,604	1,085	1,544				104,634	130,360	130,360	80%
830	NEIGHBORHOOD IMPROVEMENTS	83	-	-	-	2,568	1,183	623	-	-	-				4,375	-	73,350	6%
840	URBAN REVITALIZATION	84	-	-	-	-	-	-	-	-	-				-	1,660,000	-	-
850	MISCELLANEOUS GRANTS	85	4,125	-	4,095	33,592	10,778	-	-	-	100				52,690	275,000	275,000	19%
854	USEPA HAZARDOUS SUBSTANCES	85	-	4,239	6,006	3,046	13,157	5,419	1,785	3,295	8,397				45,343	285,000	285,000	16%
855	USEPA PETROLEUM PRODUCTS	85	-	3,093	3,058	532	833	205	5,041	274	464				13,501	225,000	225,000	6%
880	RECYCLING	88	51,506	48,287	48,762	48,574	48,658	48,936	61,775	48,513	49,061				454,073	612,245	612,245	74%
Sub Total			153,695	388,599	165,934	211,609	174,139	204,156	303,070	162,584	125,078	-	-	-	1,888,863	6,489,983	4,903,333	39%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

September 2015

Month of Fiscal Year		1	2	3	4	5	6	7	8	9	10	11	12	Actual	Original	Revised	YTD
Div	Fund	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Budget	Budget	% of Budget
Redevelopment & TIF																	
190	OLDE TOWNE TIF	19	-	-	-	-	371,106	106,970	-	230,292				708,368	1,096,107	1,096,107	65%
200	SE PLAZA TIF	20	360,089		-	-	-	-	-	-				360,089	388,900	388,900	93%
210	WABASH CROSSING TIF	21	865	35,821	-	-	67,552	21,591	11,852	11,852				149,533	187,400	187,400	80%
230	EASTGATE TIF	23	-		65,948	-	-	-	-	102,944				168,892	254,100	254,100	66%
281	PINES SHOPPING CENTER TIF	28	-	-	65,965	-	-	-	-	-				65,965	63,900	63,900	103%
291	GRAND & OAKLAND TIF	29	-		-	-	-	-	-	-				-	5,000	5,000	0%
Sub Total			360,954	35,821	131,913	-	438,659	128,561	11,852	345,088	-	-	-	1,452,847	1,995,407	1,995,407	73%
Public Safety																	
250	DRUG ENFORCEMENT	25	92,757	26,788	37,259	96,001	51,376	72,476	74,581	42,531	180,994			674,763	477,392	657,392	103%
260	DUI COURT FINES	26	2,724	2,833	18,209	1,388	16,244	12,641	1,615	11,805	66,924			134,383	167,500	167,500	80%
270	POLICE PROGRAMS/LAB	27	-	2,188	11,692	366	433	-	1,235	294	490			16,698	34,700	34,700	48%
300	RADIO COMMUNICATIONS	30	-	-	-	-	-	-	0	-	-			-	213,513	-	-
310	FIRE PROGRAMS/CADET	31	-	-	-	-	-	-	0	-	-			-	50,261	-	-
320	FIRE EMERGENCY GRANT	32	-	-	-	-	-	-	-	-	-			-	188,148	188,148	0%
397	JUSTICE ADMIN GRANT - 2013	39	11,521	-	-	-	-	-	-	-	-			11,521	46,084	46,084	25%
398	JUSTICE ADMIN GRANT - 2014	39	-	-	-	-	-	-	-	-	-			-	50,000	50,000	0%
Sub Total			107,002	31,808	67,160	97,755	68,053	85,116	77,431	54,630	248,408	-	-	837,365	1,227,598	1,143,824	73%
Debt Service																	
501	DS-SPRING CREEK SEWER LOAN	50	-	17,884	-	-	-	-	-	-	-			17,884	17,884	17,884	100%
502	DS-WEST MOUND SEWER LOAN	50	-	-	-	6,394	-	-	-	-	-			6,394	6,394	6,394	100%
503	DS-2014 GO BOND	50	-	1,260,694	-	-	375	-	519,744	-	-			1,780,813	1,780,788	1,780,788	100%
505	DS-2015 GO BOND	50	-	-	-	-	-	-	-	-	-			-	250,000	250,000	0%
512	DS-2002 BOND-WABASH CROSSNG	50	45,292	-	-	-	-	220,292	-	-	-			265,585	265,585	265,585	100%
514	DS-2008 GO BONDS	50	-	-	-	-	190,356	-	-	-	-			190,356	1,171,141	1,171,141	16%
516	DS-2010A BOND	50	-	-	-	-	222,891	-	-	-	-			222,891	596,211	596,211	37%
517	DS-2010B BOND	50	1,053	-	-	-	684,534	-	-	-	-			685,586	2,324,746	2,324,746	29%
518	DS-2010C BOND	50	-	-	-	-	41,800	-	-	-	-			41,800	279,028	279,028	15%
519	DS-2010D BOND	50	-	-	-	-	10,925	-	-	-	-			10,925	277,278	277,278	4%
521	DS-2012 GO BOND	50	-	673,738	-	-	-	-	73,891	-	-			747,629	747,629	747,629	100%
522	DS-2013 GO BOND	50	-	1,514,775	350	-	-	-	322,150	-	-			1,837,275	1,837,275	1,837,275	100%
Sub Total			46,345	3,467,091	350	6,394	-	1,150,881	220,292	915,784	-	-	-	5,807,138	9,553,959	9,553,959	61%
Public Works & Capital																	
430	2010 PROJECT FUND	43	-	3,207	10,142	2,128	10,907	105,099	283	1,596	89,336			-	880,908	880,908	25%
451	CAPITAL STREET PROJECTS	45	31,671	-	-	-	-	-	-	-	-			31,671	77,719	77,719	41%
460	MFT PROJECTS	46	33,574	120,002	609,004	238,951	30,038	612,845	56,358	42,662	122,593			1,866,027	3,528,481	3,528,481	53%
470	MAJOR MOVES	47	-	-	-	-	143,364	-	-	6,293	-			149,657	737,803	737,803	20%
490	FIRE CAPITAL	49	-	-	-	-	-	-	-	-	-			-	195,000	-	-
601	FLEET OPERATIONS	60	112,347	124,948	148,368	101,592	109,592	98,224	119,463	100,031	108,401			1,022,967	1,479,888	1,479,888	69%
602	FLEET INVENTORY	60	22,101	92,716	88,192	70,941	77,903	59,269	66,178	74,234	109,864			661,398	1,360,000	1,360,000	49%
603	FLEET CAPITAL	60	-	-	-	-	-	-	-	-	-			-	-	-	-
610	EQUIPMENT REPLACEMENT	61	-	-	-	520	-	-	-	-	-			520	650,000	650,000	0%
780	STORM WATER PROJECTS	78	19,072	1,098	5,280	1,849	3,372	38,965	59,860	61,947	87,012			278,454	1,509,216	1,509,216	18%
790	SEWER PROJECTS	79	307,283	370,201	273,107	270,830	157,628	1,217,165	904,699	384,355	249,206			4,134,472	8,764,202	8,764,202	47%
792	SEWER DEBT SERVICE-2013 IEPA	79	-	-	-	221,017	-	-	-	-	-			221,017	519,696	519,696	43%
793	SEWER DEBT SERVICE-2014 IEPA	79	-	-	-	-	-	-	-	-	-			-	79,428	79,428	0%
Sub Total			526,048	712,172	1,134,092	907,827	532,803	2,131,567	1,206,841	671,118	766,411	-	-	8,588,880	19,782,341	19,587,341	44%
Management Services																	
670	MIS OPERATIONS	67	-	35,872	29,782	(11,215)	233,000	73,295	39,314	-	5,431			405,479	523,381	523,381	77%
701	MT-OPERATIONS	70	78,572	80,095	62,279	76,203	65,494	77,568	78,581	48,124	107,365			674,281	864,734	864,734	78%
702	MT-MAINTENANCE	70	91,020	76,177	116,710	71,515	82,269	310,851	91,527	94,424	102,180			1,036,673	1,104,580	1,104,580	94%
703	MT-TRANSPORTATION	70	383,191	303,373	387,667	306,318	296,219	429,078	307,016	300,682	329,005			3,042,549	4,469,555	4,469,555	68%
704	MT-INSURANCE	70	11,767	11,611	12,361	11,611	22,745	2,504	477	477	73,756			147,308	205,724	205,724	72%
705	MT-CAPITAL	70	-	-	-	-	-	119,600	-	-	2,000			121,600	3,300,000	3,300,000	4%
Sub Total			564,550	507,127	608,799	454,432	699,727	1,012,895	516,916	443,707	619,737	-	-	5,427,891	10,467,974	10,467,974	52%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

September 2015

Div		Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Library																			
351	LIBRARY OPERATIONS	35		296,367	240,660	324,292	238,900	233,370	269,204	330,771	241,515	280,168				2,455,247	3,418,183	3,418,183	72%
353	LIBRARY ANNEX	35		518	638	544	362	336	305	320	315	-				3,337	2,350	2,350	142%
582	LIBRARY CAPITAL PROJECTS	58		-	-	-	-	-	-	-	-	-				-	35,000	35,000	0%
591	DPL-CANTONI TRUST	59		-	-	-	-	-	-	-	-	-				-	20,000	20,000	0%
592	DPL-MEYER TRUST	59		45	3,877	10,060	61	1,198	239	234	1,437	995				18,145	89,500	89,500	20%
594	DPL-DONATIONS	59		-	371	1,259	311	684	-	1,126	433	1,002				5,186	10,000	10,000	52%
Sub Total				296,929	245,546	336,155	239,633	235,588	269,747	332,451	243,700	282,165	-	-	-	2,481,915	3,575,033	3,575,033	69%
Other Miscellaneous																			
360	BAND	36		479	1,989	2,146	200	3,483	15,949	33,007	16,735	7,162				81,150	78,303	78,303	104%
641	RISK MANAGEMENT	64		34,710	25,366	24,873	27,359	27,640	25,147	31,200	24,786	24,946				246,026	333,431	333,431	74%
642	WORKER'S COMPENSATION	64		243,255	169,855	162,339	141,469	112,893	125,199	24,518	104,382	83,913				1,167,823	1,729,443	1,729,443	68%
643	LIABILITY PROPERTY & CASUALTY	64		3,708	70,399	161,134	83,467	7,223	15,128	4,489	12,392	275,191				633,132	764,661	764,661	83%
651	MEDICAL INSURANCE	65		926,475	795,249	807,165	800,747	895,537	854,980	752,073	746,874	698,076				7,277,174	9,565,180	9,565,180	76%
653	UNEMPLOYMENT INSURANCE	65		-	8,696	-	-	16,292	-	-	5,982	-				30,969	50,368	50,368	61%
Sub Total				1,208,627	1,071,554	1,157,656	1,053,242	1,063,068	1,036,403	845,286	911,150	1,089,288	-	-	-	9,436,274	12,521,386	12,521,386	75%
Water Utility & Capital																			
801	WATER PRODUCTION	80		276,192	315,287	471,068	351,950	343,904	418,613	408,324	309,379	391,220				3,285,938	5,413,567	5,413,567	61%
802	WATER LAKE SERVICES	80		65,677	52,382	65,893	55,956	52,150	90,444	122,181	119,710	167,039				791,431	1,118,213	1,118,213	71%
803	WATER ADMINISTRATION	80		265,973	266,655	255,224	253,884	254,199	258,747	271,038	274,995	256,470				2,357,185	4,707,082	4,707,082	50%
804	WATER SERVICES	80		284,856	236,483	244,709	229,165	258,656	217,165	282,831	223,075	231,390				2,208,329	3,657,990	3,657,990	60%
808	WATER DEBT SERV-SWTP	80		808,721	275,641	325,641	325,641	325,641	396,864	396,862	806,863	806,863				4,468,737	6,807,162	6,807,162	66%
809	WATER DEBT-NITRATE FACILITY	80		-	-	-	-	-	242,179	-	-	-				242,179	484,358	484,358	50%
80B	WATER DEBT-MAIN&FRANK TANK	80		180,840	-	-	-	-	-	180,840	-	-				361,681	357,109	357,109	101%
80C	WATER DEBT-ENERGY PROJECT	80		-	296,750	500	-	296,750	-	-	296,750	-				890,750	1,195,250	1,195,250	75%
811	WATER NON LAKE CAPITAL	81		-	248,509	99,173	139	-	-	11,480	334	66,470				426,105	3,379,697	3,379,697	13%
812	WATER LAKE CAPITAL	81		-	10,000	-	-	135,774	201,065	-	23,381	-				370,220	795,000	795,000	47%
890	WATER BONDS	89		2,428,376	-	7,341	46,369	14,459	2,316,304	35,426	1,697,912	403,131				6,949,319	24,460,000	24,460,000	28%
Sub Total				4,310,635	1,701,706	1,469,549	1,263,105	1,681,532	4,141,380	1,708,982	3,752,400	2,322,583	-	-	-	22,351,873	52,375,428	52,375,428	43%
Fudiciary Trust & Agency																			
900	FIRE PENSION	90		590,226	621,980	591,565	583,339	608,601	600,039	600,278	607,243	612,955				5,416,226	7,527,342	7,527,342	72%
910	POLICE PENSION	91		555,628	657,219	566,420	577,619	571,712	590,765	571,802	651,746	563,816				5,306,727	7,104,981	7,104,981	75%
Sub Total				1,145,854	1,279,199	1,157,985	1,160,958	1,180,314	1,190,804	1,172,080	1,258,989	1,176,771	-	-	-	10,722,953	14,632,323	14,632,323	73%
Grand Total Expenditures				14,398,592	13,415,080	10,802,375	9,671,911	9,920,464	20,559,114	12,314,377	12,562,755	14,149,231	-	-	-	117,793,898	197,371,432	195,766,008	60%

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

Month of: **September 2015**

US\$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year Actual	O(U) Prior Year
Revenue					
Water Sales	2,536,896	2,501,443	35,453	2,102,747	434,149
Tapping Fees	4,375	3,000	1,375	-	4,375
Transfer from Other funds	-	-	-	-	-
Interest Income	263	50	213	101	162
Other Income	1,842	10,000	(8,158)	3,123	(1,281)
Total Revenue	2,543,376	2,514,493	28,883	2,105,971	437,405
Cost of Service					
Water Production	391,220	438,162	(46,942)	333,331	57,889
Water Services	231,390	287,895	(56,505)	240,710	(9,320)
Total Cost of Service	622,610	726,057	(103,447)	574,041	48,569
% of Revenue	24.5%	28.9%		27.3%	
Water Gross Margin	1,920,766	1,788,436	132,330	1,531,930	388,836
% of Revenue	75.5%	71.1%		72.7%	
Operating Expense					
Lake Management	167,039	89,146	77,893	65,814	101,225
Water Administration	256,470	258,365	(1,895)	221,637	34,833
Total Operating Expense	423,509	347,511	75,998	287,451	136,058
% of Revenue	16.7%	13.8%		13.6%	
Margin Before Debt Service	1,497,257	1,440,925	56,332	1,244,479	252,778
% of Revenue	58.9%	57.3%		59.1%	
Debt Service					
GO Bond Debt	806,863	806,863	-	714,008	92,855
IEPA - Nitrate Facility	-	-	-	-	-
IEPA - Water Tower	-	-	-	-	-
JCI - Auto Water Meter	-	-	-	-	-
Total Debt Service	806,863	806,863	-	714,008	92,855
% of Revenue	31.7%	32.1%		33.9%	
Transfer to Capital					
CapEx Funding	-	-	-	-	-
Operating Income	690,394	634,062	56,332	530,471	159,923
% of Revenue	27.1%	25.2%		25.2%	

Balance Sheet Items (Operating Fund)				
Cash	7,190,660		3,548,848	
Interfund AR	200,000		200,000	
Investments	-		-	
Total Cash & Investments	7,390,660		3,748,848	
Accounts Receivable	2,365,313		1,866,433	
			1,695,497	

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
18,653,897	18,140,190	513,707	15,248,890	3,405,007
17,214	27,000	(9,786)	28,609	(11,395)
57,735	57,735	-	28,848	28,887
1,286	450	836	542	744
136,995	90,000	46,995	108,545	28,450
18,867,127	18,315,375	551,752	15,415,434	3,451,693
3,285,937	4,047,206	(761,269)	3,064,794	221,143
2,208,330	2,726,555	(518,225)	2,270,599	(62,269)
5,494,267	6,773,761	(1,279,494)	5,335,393	158,874
29.1%	37.0%		34.6%	
13,372,860	11,541,614	1,831,246	10,080,041	3,292,819
70.9%	63.0%		65.4%	
791,432	834,622	(43,190)	680,605	110,827
2,357,185	2,356,020	1,165	2,053,042	304,143
3,148,617	3,190,642	(42,025)	2,733,647	414,970
16.7%	17.4%		17.7%	
10,224,243	8,350,972	1,873,271	7,346,394	2,877,849
54.2%	45.6%		47.7%	
4,468,737	4,468,737	-	3,159,675	1,309,062
242,179	242,179	-	242,179	-
361,680	361,681	(1)	345,105	16,575
890,750	890,250	500	447,953	442,797
5,963,346	5,962,847	499	4,194,912	1,768,434
31.6%	32.6%		27.2%	
-	-	-	-	-
4,260,897	2,388,125	1,872,772	3,151,482	1,109,415
22.6%	13.0%		20.4%	

Comments

Receivable from Recycling Fund

Prepared By: Office of the City Treasurer

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

Month of: **September 2015**

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments
Revenue						
CapEx Funding	-	-	-	-	1,560,600	CapEx funding from Water Operating Fund
ADM Cost Share	-	319,482	-	319,482	1,000,000	Actual ADM cost share
IEPA Loan draw down	-	-	-	-	-	
Other	123	1,451	-	1,451	-	
Total Revenue	123	320,933	-	320,933	2,560,600	

CapEx Project Spending					
Operating CapEx	-	1,629	25,000	(23,371)	50,000
Capital Equipment	-	354,246	-	354,246	-
JCI Water Meter project	-	-	-	-	1,168,697
Water Distribution	-	-	100,000	(100,000)	200,000
Pump Stations	-	-	50,000	(50,000)	300,000
Water Main Replacement	53,694	57,454	603,000	(545,546)	993,000
SWTP CapEx	12,776	12,776	268,000	(255,224)	668,000
Lake Operating	-	-	13,889	(13,889)	25,000
Storm Water Improvement	-	201,065	-	201,065	210,000
EPA Non Source	-	19,841	25,000	(5,159)	25,000
Lakefront Development	-	145,774	250,000	(104,226)	500,000
Sediment Control	-	3,540	25,000	(21,460)	35,000
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
xxxx	-	-	-	-	-
Total CapEx Spending	66,470	796,325	1,359,889	(563,564)	4,174,697

Surplus (Deficit)	(66,347)	(475,392)	(1,359,889)	(1,614,097)
--------------------------	----------	-----------	-------------	-------------

Capital Fund Cash Position			
Cash at January 1, 2014	3,768,276		
Current Cash Position	3,292,884	Cash Position Target at December 31, 2015	2,154,179
included in cash above	1,169,512	JCI project cash in Regions escrow account	-

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Key Metrics

[home](#)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	25,537	26,418	29,872	24,586	27,189	28,348	27,309	25,025	27,326				241,610	
Industrial	33	33	33	33	33	33	33	33	33				297	
Commercial	2,622	2,666	2,819	2,502	2,661	2,818	2,679	2,599	2,703				24,069	
Total	28,192	29,117	32,724	27,121	29,883	31,199	30,021	27,657	30,062	-	-	-	265,976	100.1%
Delinquent Bills														
Residential	6,872	6,507	7,250	6,803	6,001	7,870	7,363	6,965	7,582				63,213	
Industrial	2	-	-	-	-	-	-	-	-				2	
Commercial	429	345	406	352	327	387	376	402	377				3,401	
Total	7,303	6,852	7,656	7,155	6,328	8,257	7,739	7,367	7,959	-	-	-	66,616	106.2%
Total Bill Count	35,495	35,969	40,380	34,276	36,211	39,456	37,760	35,024	38,021	-	-	-	332,592	101.2%
Cubit Feet Consumption Billed														
Residential	12,884,286	12,298,038	13,495,337	11,719,072	12,764,089	13,912,477	14,302,296	14,020,261	15,328,389				120,724,245	96.8%
Industrial	46,994,530	39,815,985	33,165,560	43,361,232	41,275,400	38,976,983	47,557,297	44,169,858	45,462,239				380,779,084	104.8%
Commercial	11,263,612	9,505,907	10,138,657	10,610,268	10,013,308	11,648,090	12,849,089	13,265,969	15,102,023				104,396,923	94.5%
Total	71,142,428	61,619,930	56,799,554	65,690,572	64,052,797	64,537,550	74,708,682	71,456,088	75,892,651	-	-	-	605,900,252	101.2%
Water Shut Offs														
	296	331	283	314	252	349	334	366	334				2,859	131.9%
Customer Service Telephone Calls	4,806	4,284	5,076	4,849	4,330	4,887	5,158	5,070	4,717				43,177	111.0%
Water Billed \$														
Residential	\$ 582,901	\$ 542,581	\$ 578,515	\$ 501,760	\$ 588,534	\$ 738,751	\$ 751,598	\$ 726,028	\$ 789,539				\$ 5,800,207	125.0%
Industrial	\$ 910,973	\$ 789,337	\$ 689,353	\$ 853,302	\$ 809,525	\$ 945,641	\$ 1,130,989	\$ 1,064,698	\$ 1,069,925				\$ 8,263,743	130.6%
Commercial	\$ 392,034	\$ 343,449	\$ 364,232	\$ 366,672	\$ 380,137	\$ 504,612	\$ 536,239	\$ 540,699	\$ 602,574				\$ 4,030,648	120.1%
Total	\$ 1,885,908	\$ 1,675,367	\$ 1,632,100	\$ 1,721,734	\$ 1,778,196	\$ 2,189,004	\$ 2,418,826	\$ 2,331,425	\$ 2,462,038	\$ -	\$ -	\$ -	\$ 18,094,598	126.3%
Penalty \$	\$ 9,552	\$ 9,773	\$ 9,573	\$ 8,979	\$ 8,335	\$ 11,403	\$ 12,874	\$ 13,317	\$ 14,439				\$ 98,245	123.0%
Total Billed	\$ 1,895,459	\$ 1,685,140	\$ 1,641,673	\$ 1,730,713	\$ 1,786,531	\$ 2,200,407	\$ 2,431,700	\$ 2,344,742	\$ 2,476,477	\$ -	\$ -	\$ -	\$ 18,192,842	126.3%
Water Gallonage														
Gallons (000)	245,850	230,470	256,570	268,360	284,300	228,570	294,720	300,870	304,789				2,414,499	86.6%
\$ Billed	\$ 73,509	\$ 68,911	\$ 76,714	\$ 80,240	\$ 85,006	\$ 68,342	\$ 88,121	\$ 89,960	\$ 91,132				\$ 721,935	88.7%
Water Billed vs Cash Receipts														
Billed \$	\$ 1,968,969	\$ 1,754,051	\$ 1,718,387	\$ 1,810,953	\$ 1,871,537	\$ 2,268,749	\$ 2,519,821	\$ 2,434,702	\$ 2,567,609	\$ -	\$ -	\$ -	\$ 18,914,778	124.3%
Cash Revenue \$	\$ 1,884,792	\$ 1,809,958	\$ 1,728,841	\$ 1,804,985	\$ 1,777,447	\$ 2,173,545	\$ 2,467,269	\$ 2,470,164	\$ 2,536,896				\$ 18,653,895	122.3%
% Cash to Billed	95.7%	103.2%	100.6%	99.7%	95.0%	95.8%	97.9%	101.5%	98.8%	-	-	-	98.6%	
Prior Year														
Water Bill Count														
Original Bills														
Residential	27,815	24,364	29,278	24,584	27,843	24,659	30,034	27,674	25,309	27,915	24,005	30,100	323,580	
Industrial	33	33	32	33	33	33	33	33	33	33	-	33	362	
Commercial	2,712	2,494	2,762	2,611	2,665	2,433	2,919	2,781	2,578	2,682	2,408	2,797	31,842	
Total	30,560	26,891	32,072	27,228	30,541	27,125	32,986	30,488	27,920	30,630	26,413	32,930	355,784	
Delinquent Bills														
Residential	7,066	6,146	5,611	6,804	5,727	7,139	6,860	6,969	7,274	7,394	5,424	8,615	81,029	
Industrial	-	-	-	-	-	-	-	-	1	-	-	-	1	
Commercial	378	295	342	322	335	389	355	368	364	398	314	480	4,340	
Total	7,444	6,441	5,953	7,126	6,062	7,528	7,215	7,337	7,639	7,792	5,738	9,095	85,370	
Total Bill Count	38,004	33,332	38,025	34,354	36,603	34,653	40,201	37,825	35,559	38,422	32,151	42,025	441,154	
Cubit Feet Consumption Billed														
Residential	14,579,987	14,164,757	12,045,872	11,844,397	14,515,945	13,657,291	16,659,388	14,419,222	12,841,812	13,541,611	11,285,234	13,598,819	163,154,335	
Industrial	38,045,174	36,304,337	34,396,278	41,422,088	40,283,387	41,416,368	42,248,940	43,930,038	45,246,709	40,188,801	-	60,233,519	463,715,639	
Commercial	10,548,740	11,095,788	10,367,766	10,880,209	11,948,315	11,827,169	13,529,250	13,497,533	16,822,073	11,886,637	4,788,858	13,075,053	140,267,391	
Total	63,173,901	61,564,882	56,809,916	64,146,694	66,747,647	66,900,828	72,437,578	71,846,793	74,910,594	65,617,049	16,074,092	86,907,391	767,137,365	
Water Shut Offs														
	227	240	232	241	177	199	247	320	285	300	276	310	3,054	
Customer Service Tphone Calls	4,556	4,103	4,125	4,104	4,063	4,079	4,665	4,697	4,508	4,690	3,716	4,633	51,939	
Water Billed \$														
Residential	\$ 470,266	\$ 442,949	\$ 399,810	\$ 388,866	\$ 528,968	\$ 568,187	\$ 691,631	\$ 607,041	\$ 544,197	\$ 577,469	\$ 485,266	\$ 587,603	\$ 6,292,253	
Industrial	\$ 571,572	\$ 565,353	\$ 523,664	\$ 616,491	\$ 691,899	\$ 804,885	\$ 818,746	\$ 854,574	\$ 878,230	\$ 784,386	\$ -	\$ 1,130,220	\$ 8,240,020	
Commercial	\$ 290,430	\$ 296,496	\$ 284,817	\$ 295,708	\$ 360,943	\$ 399,091	\$ 463,406	\$ 479,435	\$ 484,792	\$ 411,821	\$ 208,211	\$ 442,302	\$ 4,417,452	
Total	\$ 1,332,268	\$ 1,304,798	\$ 1,208,291	\$ 1,301,065	\$ 1,581,810	\$ 1,772,163	\$ 1,973,783	\$ 1,941,050	\$ 1,907,219	\$ 1,773,676	\$ 693,477	\$ 2,160,125	\$ 18,949,725	
Penalty \$	\$ 9,176	\$ 6,961	\$ 8,391	\$ 6,793	\$ 6,953	\$ 9,135	\$ 10,331	\$ 10,473	\$ 11,672	\$ 11,140	\$ 7,704	\$ 11,644	\$ 110,373	
Total Billed	\$ 1,341,444	\$ 1,311,759	\$ 1,216,682	\$ 1,307,858	\$ 1,588,763	\$ 1,781,298	\$ 1,984,114	\$ 1,951,523	\$ 1,918,891	\$ 1,784,816	\$ 701,181	\$ 2,171,769	\$ 19,060,098	
Water Gallonage														
Gallons (000)	347,520	307,710	300,240	302,850	297,810	352,350	329,490	293,330	256,320	249,910	245,420	255,573	3,538,523	
\$ Billed	\$ 101,476	\$ 89,851	\$ 87,670	\$ 88,432	\$ 86,961	\$ 102,886	\$ 96,211	\$ 85,652	\$ 74,845	\$ 72,974	\$ 72,548	\$ 76,416	\$ 1,035,922	
Water Billed vs Cash Receipts														
Billed \$	\$ 1,442,920	\$ 1,401,610	\$ 1,304,352	\$ 1,396,290	\$ 1,675,724	\$ 1,884,184	\$ 2,080,325	\$ 2,037,175	\$ 1,993,736	\$ 1,857,790	\$ 773,729	\$ 2,248,185	\$ 20,096,020	
Cash Revenue \$	\$ 1,478,921	\$ 1,092,773	\$ 1,960,250	\$ 1,411,461	\$ 1,475,466	\$ 1,793,787	\$ 1,588,222	\$ 2,345,263	\$ 2,102,747	\$ 1,886,797	\$ 758,827	\$ 2,364,275	\$ 20,258,789	
% Cash to Billed	102.5%	78.0%	150.3%	101.1%	88.0%	95.2%	76.3%	115.1%	105.5%	101.6%	98.1%	105.2%	100.8%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: September 2015

	2015 Budget	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Prior Yr End
Full Time Staffing														
Executive	4	3	3	4	4	4	4	4	4	4				3
Legislative	0	0	0	0	0	0	0	0	0	0				0
Finance	22	21	21	20	22	22	22	22	22	22				21
Management Services	15	15	15	15	15	14	14	13	13	13				15
Corporation Counsel	8	8	8	8	8	8	8	8	8	8				8
Planning & Building Services	12	11	11	12	12	12	11	11	11	11				12
Neighborhood Services	9	7	7	7	7	7	7	7	7	7				7
Public Safety	305	297	296	300	301	299	296	296	293	304				287
Public Works	70	67	65	64	64	64	67	67	66	65				65
Water Management	46	43	43	43	43	43	42	42	42	42				43
Total Full Time	491	472	469	473	476	473	471	470	466	476	0	0	0	461
Part Time Staffing														
Executive	0	1	1											1
Legislative	7	7	7	7	7	7	7	7	7	7				7
Finance	0													1
Management Services	0													0
Corporation Counsel	0													0
Planning & Building Services	0							1	2	2				0
Neighborhood Services	0		1	1	1	1	1	1	1					0
Public Safety	0							2	2	2				0
Public Works	0	6	1											0
Water Management	0					9	12	12	12	2				0
Total Temporary	7	14	10	8	8	17	20	23	24	13	0	0	0	9
Total City Staff Headcount	498	486	479	481	484	490	491	493	490	489	0	0	0	470

Note

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

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: September 2015

	2015 Budget	Jan	Feb	Mar	Apr	May	2014 Staffing Levels							Prior Yr End
Full Time Staff														
Executive	4	3	3	4	4	4	4	4	4	4				3
Legislative	0	0	0	0	0	0	0	0	0	0				
Financial Management														
Finance	11	11	11	10	11	11	11	11	11	11				11
Purchasing	2	2	2	2	2	2	2	2	2	2				2
Risk Management	2	2	2	2	2	2	2	2	2	2				2
Water Customer Service	7	6	6	6	7	7	7	7	7	7				6
Total	22	21	21	20	22	22	22	22	22	22	0	0	0	21
Management Services														
City Clerk	2	2	2	3	3	2	2	2	2	2				3
Human Resources	3	3	3	3	3	3	3	3	2	2				2
MIS Information Technology	9	9	9	8	8	8	8	8	9	8				9
Mass Transit	1	1	1	1	1	1	1	0	0	1				1
Total	15	15	15	15	15	14	14	13	13	13	0	0	0	15
Corporation Legal Counsel														
	8	8	8	8	8	8	8	8	8	8				8
Planning & Building Service														
Planning & Sustainability	6	5	5	6	6	6	5	5	5	5				6
Building Inspections	6	6	6	6	6	6	6	6	6	6				6
Total	12	11	11	12	12	12	11	11	11	11	0	0	0	12
Neighborhood Services														
Outreach	3	2	2	2	2	2	2	2	2	2				3
Inspection	6	5	5	5	5	5	5	5	5	5				4
Total	9	7	7	7	7	7	7	7	7	7	0	0	0	7
Public Safety														
Fire	111	107	107	111	111	111	109	109	109	111				107
Police	170	169	168	168	167	165	164	163	161	170				159
Police Communications	24	21	21	21	23	23	23	24	23	23				21
Total	305	297	296	300	301	299	296	296	293	304	0	0	0	287
Public Works														
Administration	2	2	2	2	2	2	2	2	2	2				2
Engineering	11	11	10	10	10	10	10	10	10	10				11
Municipal Services	57	54	53	52	52	52	55	55	54	53				52
Total	70	67	65	64	64	64	67	67	66	65	0	0	0	65
Water Management														
Administration	4	4	4	4	4	4	4	4	4	4				4
Production	15	14	15	15	15	14	14	14	14	14				14
Services	27	25	24	24	24	25	24	24	24	24				25
Total	46	43	43	43	43	43	42	42	42	42	0	0	0	43
Total City Staffing	491	472	469	473	476	473	471	470	466	476	0	0	0	461

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

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: September 2015

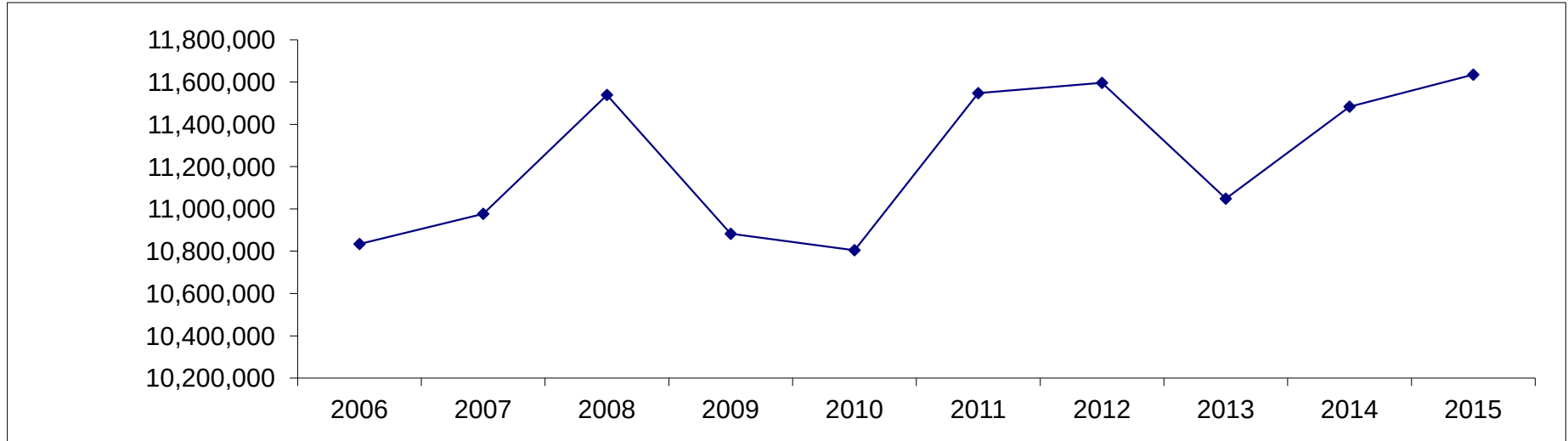
	2015 Budget	Jan	Feb	Mar	Apr	May	2014 Staffing Levels Jun	Jul	Aug	Sep	Oct	Nov	Dec	Prior Yr End
Part Time / Temporary Staff														
Executive		1	1											1
Legislative	7	7	7	7	7	7	7	7	7	7				7
Financial Management														
Finance														
Purchasing														
Risk Management														
Water Customer Service														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Management Services														
Administration														
Human Resources														
MIS Information Technology														
Mass Transit														
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Corporation Legal Counsel														
0														
Planning & Building Service														
Planning & Sustainability								1	1	1				
Building Inspections									1	1				
Total	0	0	0	0	0	0	0	1	2	2	0	0	0	0
Neighborhood Services														
Outreach			1	1	1	1	1	1	1					
Inspection														
Total	0	0	1	1	1	1	1	1	1	0	0	0	0	0
Public Safety														
Fire														
Police								2	2	2				
Police Communications														
Total	0	0	0	0	0	0	0	2	2	2	0	0	0	0
Public Works														
Administration														
Engineering														
Municipal Services		6	1											
Total	0	6	1	0	0	0	0	0	0	0	0	0	0	0
Water Management														
Administration & Lake						9	12	12	12	2				
Production														
Services														
Total	0	0	0	0	0	9	12	12	12	2	0	0	0	0
Total City Staffing	7	14	10	8	8	17	20	23	24	13	0	0	0	8

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

Projected Revenues

STATE SALES TAX

MONTH	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	834,093	839,753	950,792	997,996	832,060	916,053	939,211	918,325	938,684	963,009	A
FEBRUARY	774,643	846,592	918,964	915,498	882,512	1,104,610	935,641	880,247	914,587	941,678	A
MARCH	1,046,126	1,116,350	1,137,122	1,065,522	1,042,881	1,140,844	1,158,700	1,076,758	1,106,071	1,120,789	A
APRIL	821,576	823,747	871,929	857,110	771,162	844,138	871,624	856,724	825,291	857,417	A
MAY	1,022,405	824,758	858,475	778,543	845,828	851,665	986,897	884,323	868,465	877,404	A
JUNE	834,052	895,581	936,960	905,163	902,403	941,869	1,021,804	954,864	974,156	978,888	A
JULY	910,047	891,023	915,130	930,576	878,430	966,695	918,786	922,915	935,127	944,686	A
AUGUST	941,046	948,696	981,744	913,335	932,682	942,384	991,930	796,714	1,028,409	992,900	A
SEPTEMBER	928,346	959,958	1,000,615	902,510	956,479	976,252	951,845	948,422	979,712	1,006,626	A
OCTOBER	909,434	947,269	984,005	875,180	911,376	942,225	911,934	925,873	981,740	994,672	B
NOVEMBER	934,159	955,043	1,052,654	880,784	958,698	955,438	1,001,513	964,174	961,614	974,281	B
DECEMBER	878,148	928,029	930,497	860,148	890,326	965,215	906,055	919,141	969,684	982,457	B
TOTALS	10,834,074	10,976,799	11,538,887	10,882,364	10,804,838	11,547,387	11,595,938	11,048,482	11,483,540	11,634,808	

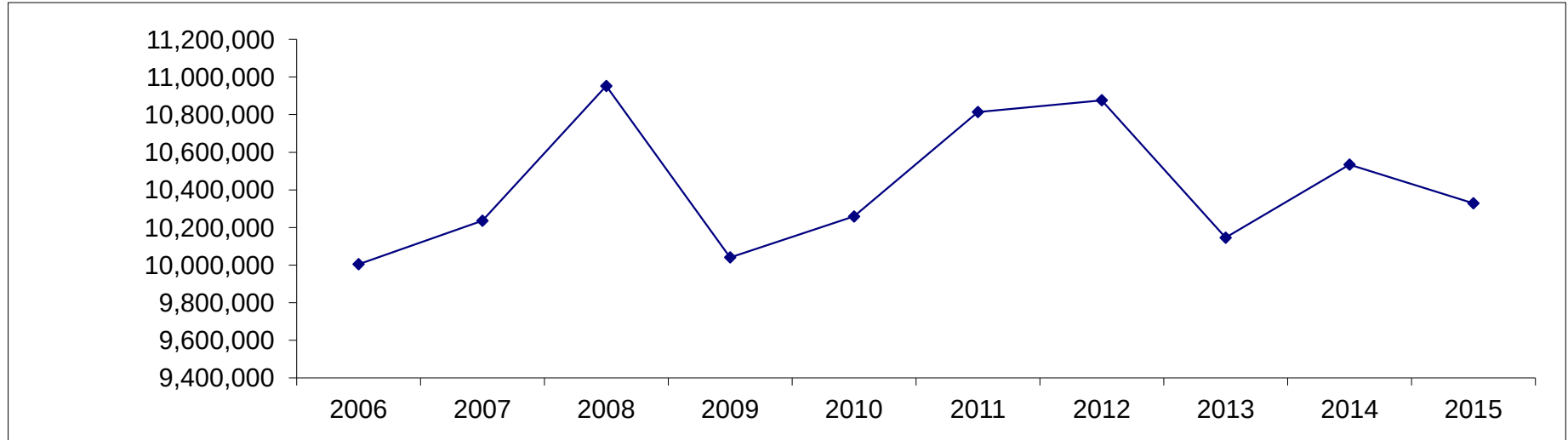


Funds split in General, Southeast TIF, Eastgate TIF and Pines TIF funds

Projected Revenues

LOCAL SALES TAX

MONTH	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	849,114	822,865	884,581	908,470	805,816	841,530	914,456	861,196	887,481	889,089	A
FEBRUARY	812,201	898,031	915,708	854,383	857,826	880,959	911,162	880,506	862,759	863,243	A
MARCH	1,030,941	1,087,197	1,104,524	999,242	1,020,668	1,105,939	1,088,443	1,012,286	1,022,997	1,000,115	A
APRIL	708,139	740,430	792,321	760,928	701,269	767,991	758,516	773,089	739,227	739,805	A
MAY	747,293	696,238	784,161	734,057	757,147	761,238	929,937	775,938	779,506	764,685	A
JUNE	777,130	838,248	863,332	807,427	847,234	863,436	942,726	853,033	865,335	832,374	A
JULY	816,359	823,069	874,926	773,331	859,117	925,802	864,230	846,702	864,489	833,551	A
AUGUST	853,373	800,569	949,298	847,643	868,171	959,067	927,747	619,512	957,423	906,467	A
SEPTEMBER	877,490	885,527	956,880	859,902	875,938	950,587	899,635	901,318	916,077	911,765	A
OCTOBER	821,199	869,233	943,181	825,361	871,193	898,365	838,868	860,182	882,079	864,852	B
NOVEMBER	878,862	916,129	982,082	845,374	930,915	916,686	902,358	897,029	884,609	867,332	B
DECEMBER	832,344	857,978	901,312	824,507	862,884	942,430	898,532	864,499	872,277	855,241	B
TOTALS	10,004,444	10,235,514	10,952,305	10,040,626	10,258,179	10,814,030	10,876,609	10,145,292	10,534,258	10,328,519	



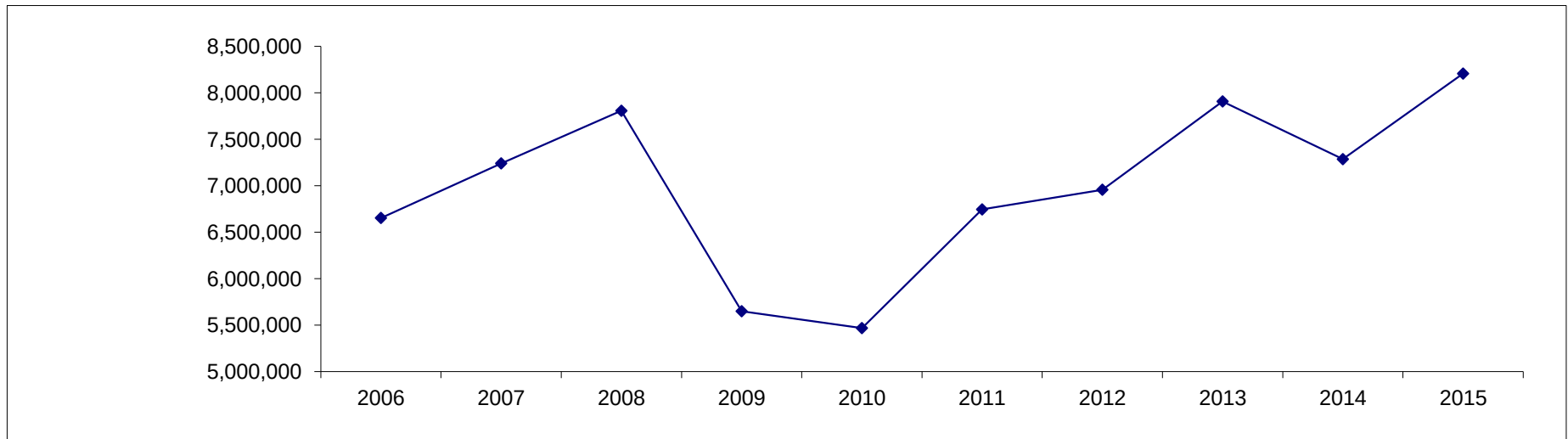
Funds split in General, Southeast TIF, Eastgate TIF and Pines TIF funds

Projected Revenues

STATE INCOME TAX

MONTH	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	362,221	411,038	415,687	357,826	580,540	805,061	761,050	632,905	850,845	852,700	A
FEBRUARY	546,498	551,116	613,332	604,246	0	1,038,247	0	478,227	0	0	A
MARCH	673,644	764,354	906,356	759,747	437,402	493,074	619,124	394,663	699,395	620,094	A
APRIL	381,307	405,030	483,881	0	343,824	562,140	394,295	1,333,938	742,236	925,184	A
MAY	1,522,074	689,825	1,945,284	411,757	0	0	1,187,505	404,944	423,934	403,609	A
JUNE	650,400	1,754,469	666,398	1,632,706	604,370	694,679	424,269	703,157	741,339	824,784	A
JULY	617,037	676,534	0	532,359	1,036,869	942,538	658,753	1,298,806	1,150,541	1,364,531	A
AUGUST	0	0	737,713	0	618,324	761,549	956,491	441,258	428,542	566,677	A
SEPTEMBER	788,194	406,087	430,153	579,623	1,240,367	454,403	502,880	675,812	709,251	1,263,519	A
OCTOBER	0	416,554	413,561	394,557	0	0	645,769	419,882	818,347	441,918	B
NOVEMBER	693,108	0	0	0	0	588,653	405,227	409,627	0	457,778	B
DECEMBER	419,144	1,165,828	1,194,938	376,737	606,245	404,975	401,952	714,661	721,926	486,631	B

TOTALS	6,653,628	7,240,836	7,807,304	5,649,558	5,467,941	6,745,318	6,957,316	7,907,881	7,286,357	8,207,424
---------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------

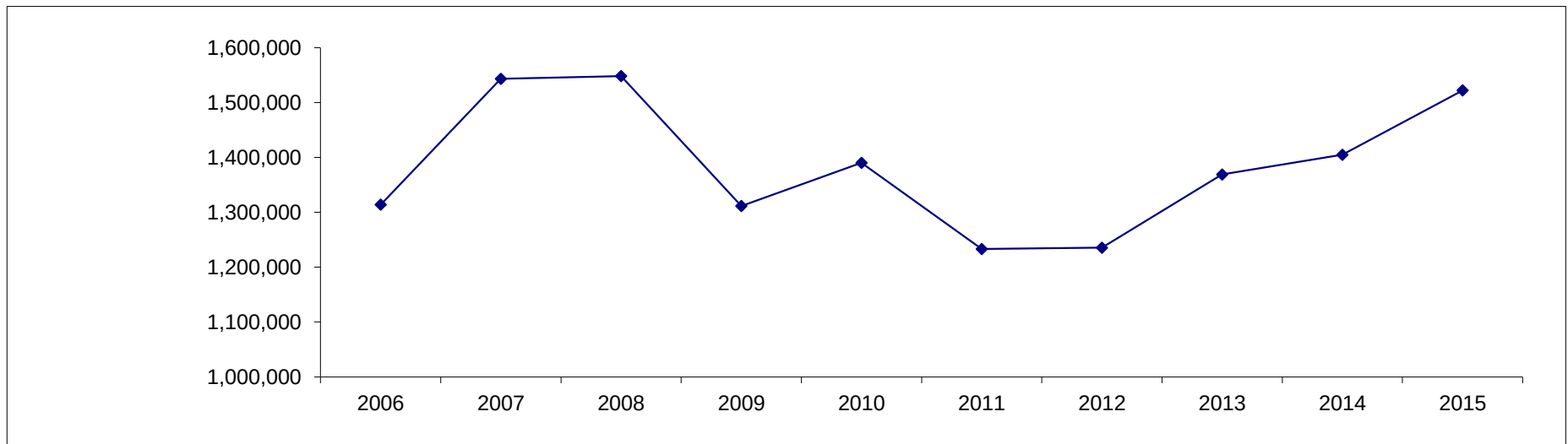


Amounts not yet remitted by the State

PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	176,821	170,963	207,916	151,918	162,537	134,079	180,082	185,383	233,315	202,878	A
FEBRUARY				15,410	1,947	7,154	1,565	1,605	2,024	717	A
MARCH	65,111	97,118	103,781	63,426	68,150	78,877	61,281	62,898	80,778	70,137	A
APRIL	284,862	308,475	272,694	270,042	232,641	262,367	276,320	303,821	309,261	364,335	A
MAY	181,651	255,927	292,933	261,949	163,009	188,640	187,031	265,561	227,806	293,618	A
JUNE	1,557	5,854		5,564		3,923	5,417	937		2,501	A
JULY	232,533	255,797	232,926	212,605	165,572	176,542	238,582	260,211	229,514	238,695	A
AUGUST	75,470	112,826	128,603	22,481	21,743	43,808	28,828	29,295	24,688	32,169	A
SEPTEMBER	642	186	31,274	8,501	486	381	3,931		6,877	2,356	A
OCTOBER	234,657	234,426	210,470	241,537	316,230	292,298	181,562	188,719	227,489	246,505	B
NOVEMBER	2,050	1,991		2,101	2,750	2,542	1,579		0	0	B
DECEMBER	58,634	99,674	67,732	55,929	255,086	42,441	69,220	70,395	63,058	68,329	B

TOTALS	1,313,988	1,543,236	1,548,327	1,311,462	1,390,151	1,233,053	1,235,400	1,368,825	1,404,809	1,522,240
---------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------



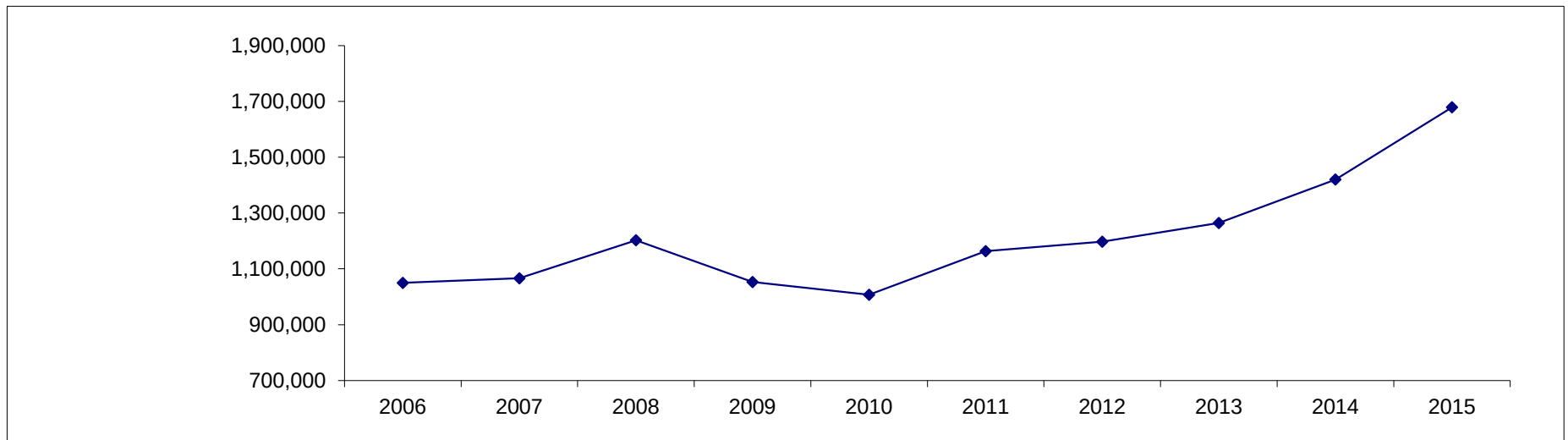
Funds split in General and Library funds

Projected Revenues

LOCAL USE TAX

MONTH	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		
JANUARY	75,019	89,662	94,492	99,612	74,655	118,641	89,854	98,119	115,740	136,569	A
FEBRUARY	72,340	80,310	95,217	89,127	66,683	92,228	90,475	103,364	108,961	129,837	A
MARCH	124,226	122,531	135,737	128,211	114,627	145,191	138,269	147,635	171,437	196,801	A
APRIL	80,167	71,836	88,576	81,612	68,212	88,796	88,358	102,769	90,904	69,628	A
MAY	80,402	69,285	81,441	72,972	54,250	95,460	98,119	76,976	89,241	135,902	A
JUNE	75,983	84,455	104,272	87,555	108,264	98,268	103,364	96,618	117,824	143,287	A
JULY	92,452	86,147	96,153	89,396	82,393	91,809	91,336	106,037	108,621	140,649	A
AUGUST	82,422	93,726	88,418	75,613	78,102	89,450	102,769	93,637	115,406	133,971	A
SEPTEMBER	94,975	109,997	108,669	100,537	100,770	98,836	86,379	124,363	128,816	133,971	A
OCTOBER	79,599	80,786	90,964	79,881	83,770	79,105	106,791	106,986	109,843	280,975	B
NOVEMBER	97,129	84,987	114,557	71,356	81,167	94,213	98,487	99,965	118,956	140,635	B
DECEMBER	94,947	92,388	104,069	77,019	94,304	71,453	102,979	107,849	144,341	170,647	B

TOTALS	1,049,661	1,066,110	1,202,565	1,052,890	1,007,197	1,163,451	1,197,180	1,264,318	1,420,091	1,678,900
---------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------	------------------



Distribution of State Use Tax requires a State budget.

Projected Revenues

STATE INCOME TAX

MONTH	2013 Actual	2014 Actual	2015	
JANUARY	611,770.82	699,394.65	620,093.85	A
FEBRUARY	722,166.89	742,236.29	925,183.52	A
MARCH	404,944.36	423,934.42	403,608.85	A
APRIL	703,157.13	741,339.01	824,784.39	A
MAY	1,298,806.12	1,150,540.58	1,364,531.10	A
JUNE	441,258.01	428,542.27	566,667.27	A
JULY	675,811.78	709,250.95	799,534.19	A
AUGUST	419,881.89	413,746.69	463,984.37	A
SEPTEMBER	409,627.32	404,600.26	441,918.34	A
OCTOBER	714,661.34	721,926.15	809,958.61	B
NOVEMBER	473,168.56	486,718.23	546,069.18	B
DECEMBER	377,676.74	365,981.44	410,609.61	B

TOTALS **7,828,943.94** **7,288,210.94** **8,176,943.28**

Listed in month
reported - receipts
delayed by State

Current Budget **7,600,000.00**

Projected Amt Over (Under) **576,943.28**

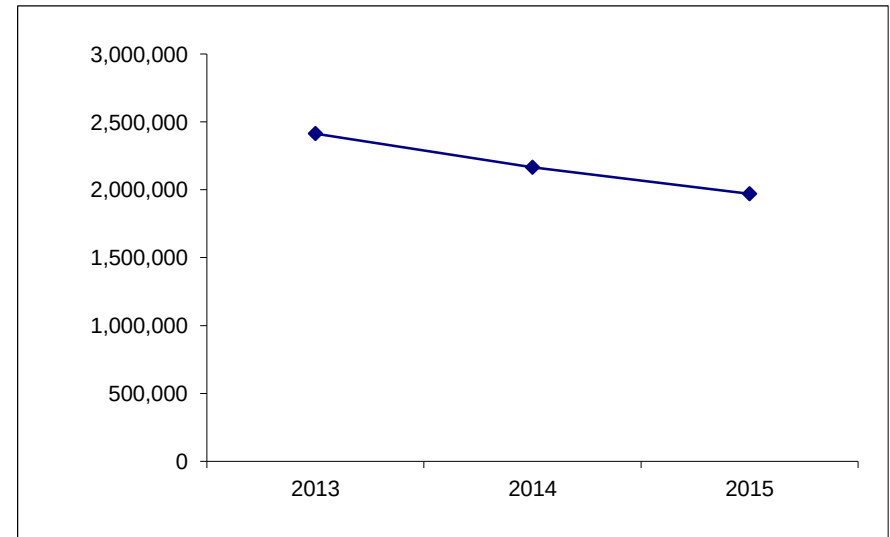
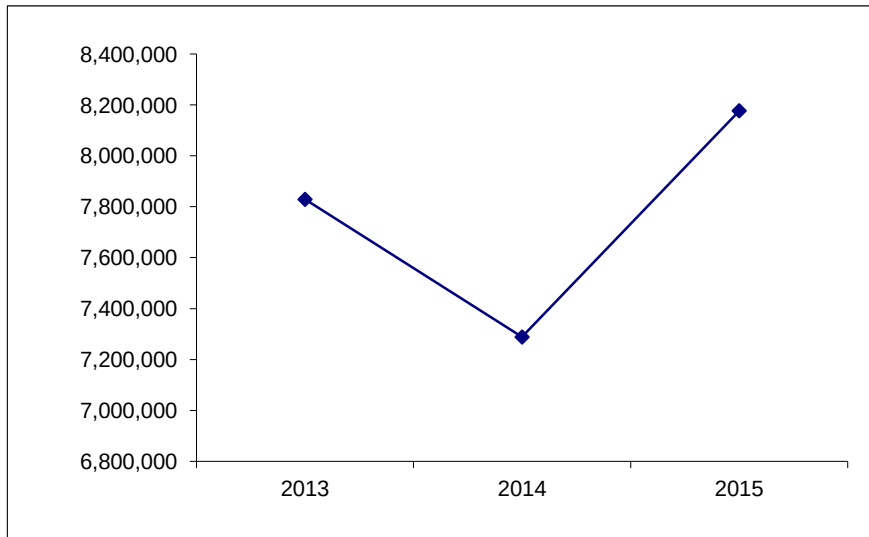
TELEPHONE COMMUNICATIONS TAX

MONTH	2013 Actual	2014 Actual	2015	
JANUARY	206,730.47	201,930.69	150,078.20	A
FEBRUARY	210,813.63	196,656.30	166,178.24	A
MARCH	205,199.41	219,543.59	181,658.89	A
APRIL	208,218.12	189,399.35	187,006.68	A
MAY	198,847.84	187,714.20	164,797.94	A
JUNE	204,030.56	193,162.54	182,269.15	A
JULY	195,797.13	185,801.38	175,287.81	A
AUGUST	198,719.39	164,654.54	171,899.36	A
SEPTEMBER	194,679.90	164,487.34	170,847.95	A
OCTOBER	200,727.22	162,812.89	148,157.42	B
NOVEMBER	198,029.61	171,843.16	156,374.83	B
DECEMBER	192,591.37	127,912.06	116,398.16	B

TOTALS **2,414,384.65** **2,165,918.04** **1,970,954.62**

Current Budget **2,189,000.00**

Projected Amt Over (Under) **-218,045.38**

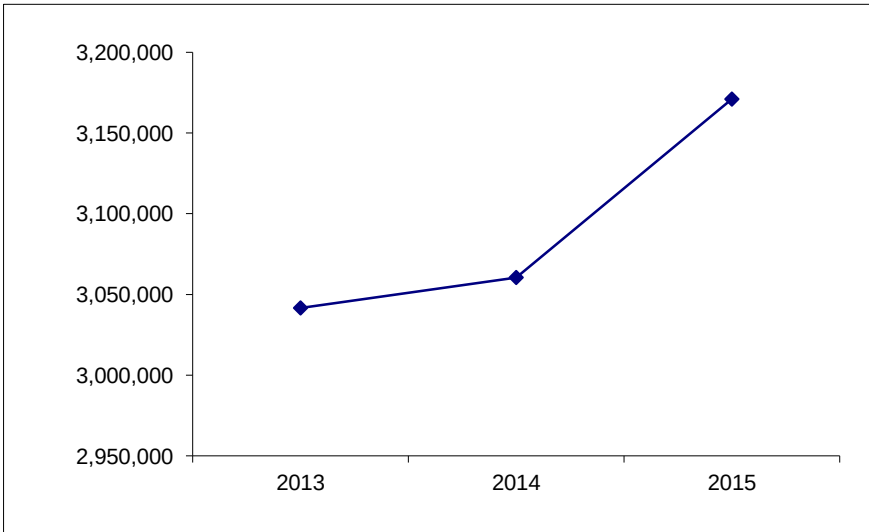


Projected Revenues

FOOD & BEVERAGE TAX

MONTH	2013 Actual	2014 Actual	2015
JANUARY	270,423.65	283,352.90	239,978.27
FEBRUARY	228,340.26	208,805.40	250,432.57
MARCH	194,852.89	241,082.48	253,709.15
APRIL	292,242.35	266,812.71	256,370.27
MAY	265,992.84	227,346.38	254,139.10
JUNE	240,641.33	286,182.84	285,782.71
JULY	270,005.25	267,011.92	291,133.54
AUGUST	268,569.91	252,385.77	272,038.18
SEPTEMBER	277,411.15	264,225.02	276,602.93
OCTOBER	259,159.86	264,067.58	273,606.42
NOVEMBER	210,828.69	213,581.66	221,296.81
DECEMBER	263,155.25	285,626.26	295,943.86

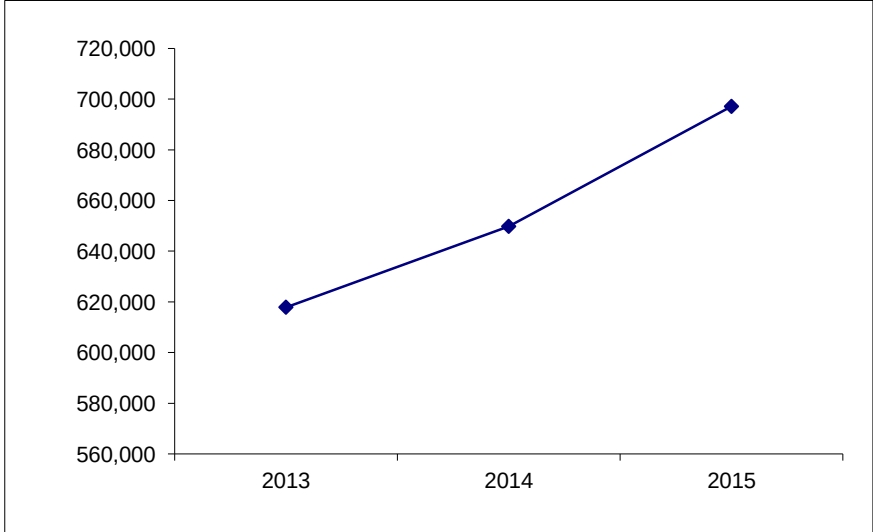
TOTALS	3,041,623.43	3,060,480.92	3,171,033.80
		Current Budget	3,119,000.00
		Projected Amt Over (Under)	52,033.80



HOTEL & MOTEL TAX

MONTH	2013 Actual	2014 Actual	2015
JANUARY	33,858.13	35,028.90	26,727.71
FEBRUARY	44,899.70	39,468.79	38,349.47
MARCH	48,490.31	49,999.71	53,420.63
APRIL	46,331.31	48,838.37	60,066.44
MAY	53,455.01	34,429.05	45,446.95
JUNE	52,454.06	79,504.80	77,826.53
JULY	57,935.42	72,144.50	72,341.33
AUGUST	56,318.14	55,902.70	64,933.59
SEPTEMBER	77,557.54	66,024.80	77,304.64
OCTOBER	43,397.99	66,061.29	70,875.22
NOVEMBER	52,534.91	46,072.78	49,430.13
DECEMBER	50,659.76	56,331.60	60,436.52

TOTALS	617,892.28	649,807.29	697,159.16
		Current Budget	652,000.00
		Projected Amt Over (Under)	45,159.16

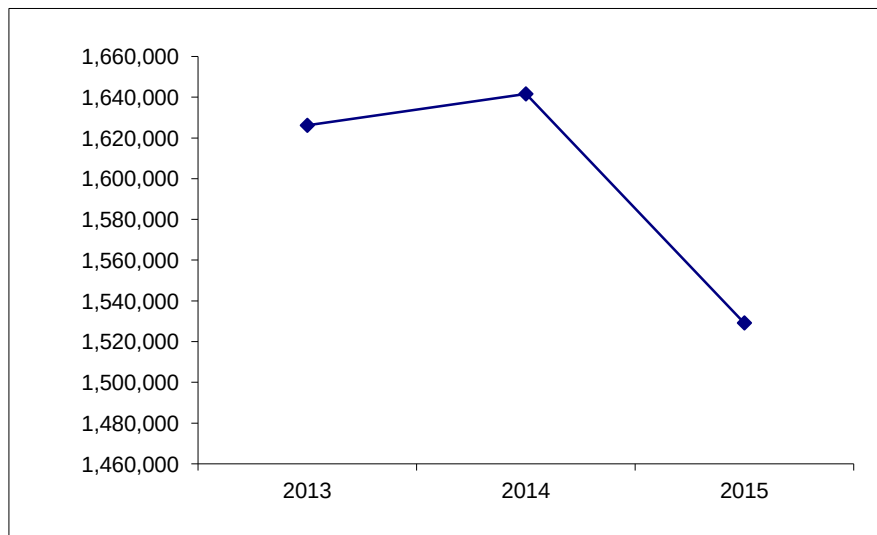


Projected Revenues

UTILITY TAX-ELECTRIC & GAS

MONTH	2013 Actual	2014 Actual	2015
JANUARY	143,130.64	144,670.93	149,238.44
FEBRUARY	177,883.87	0.00	163,584.49
MARCH	168,496.52	368,277.39	153,677.99
APRIL	154,710.09	165,121.36	110,338.44
MAY	133,779.63	152,113.12	78,471.74
JUNE	124,690.43	119,817.79	201,586.00
JULY	120,423.67	107,098.27	118,708.13
AUGUST	62,926.04	116,050.46	102,541.08
SEPTEMBER	166,192.31	114,352.44	121,147.65
OCTOBER	133,317.98	118,293.15	110,188.79
NOVEMBER	111,385.72	113,588.01	105,806.00
DECEMBER	129,270.42	122,251.07	113,875.55

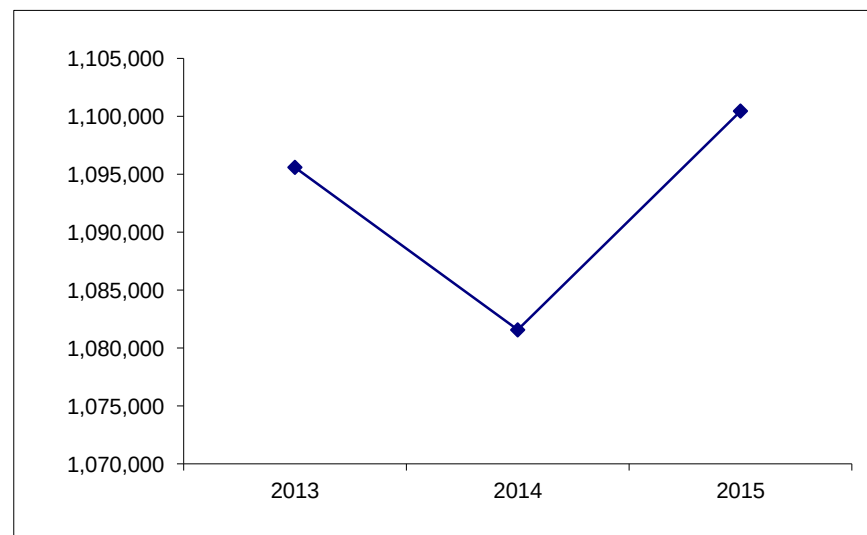
TOTALS	1,626,207.32	1,641,633.99	1,529,164.30
		Current Budget	1,736,000.00
		Projected Amt Over (Under)	-206,835.70



CABLE TV TAX

MONTH	2013 Actual	2014 Actual	2015
JANUARY	270,800.97	238,821.76	238,199.60
FEBRUARY		29,266.65	33,008.50
MARCH			
APRIL	251,708.22	242,643.11	244,231.68
MAY	27,704.75	29,595.25	34,267.25
JUNE			
JULY	251,290.80	243,536.04	243,423.63
AUGUST	28,503.30	32,085.75	37,072.80
SEPTEMBER			0.00
OCTOBER	243,980.59	234,193.72	238,285.16
NOVEMBER	21,605.35	31,417.95	31,966.83
DECEMBER			0.00

TOTALS	1,095,593.98	1,081,560.23	1,100,455.46
		Current Budget	1,109,000.00
		Projected Amt Over (Under)	-8,544.54

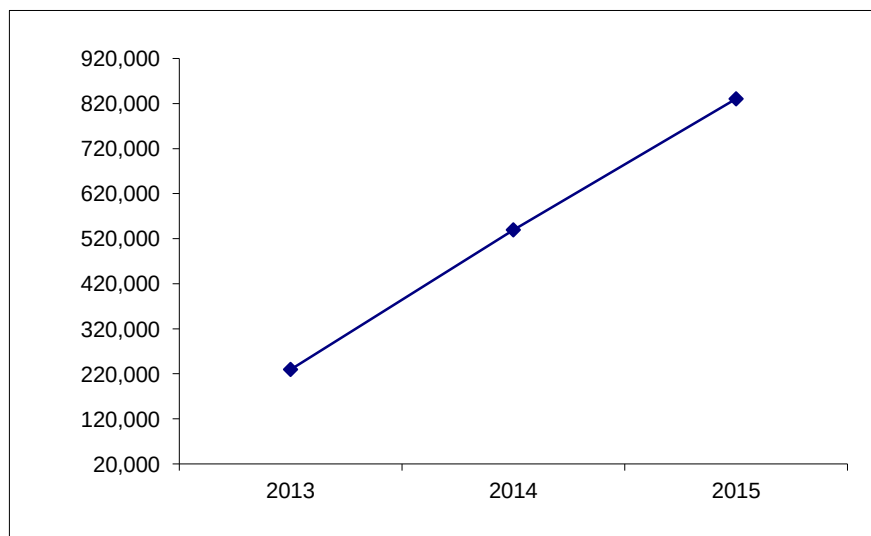


Projected Revenues

VIDEO GAMING TAX

MONTH	2013 Actual	2014 Actual	2015
JANUARY	3,828.55	31,647.10	57,515.27
FEBRUARY	6,066.29	33,731.87	47,673.50
MARCH	8,243.38	31,397.88	59,308.56
APRIL	14,619.64	39,471.64	71,744.13
MAY	20,071.21	52,081.38	75,292.69
JUNE	22,968.83	48,020.09	74,431.99
JULY	24,469.36	47,887.74	0.00
AUGUST	24,813.42	43,756.69	0.00
SEPTEMBER	22,631.15	51,918.92	0.00
OCTOBER	25,597.23	51,900.59	294,515.00
NOVEMBER	26,519.55	49,502.86	75,000.00
DECEMBER	29,806.61	58,230.87	75,000.00

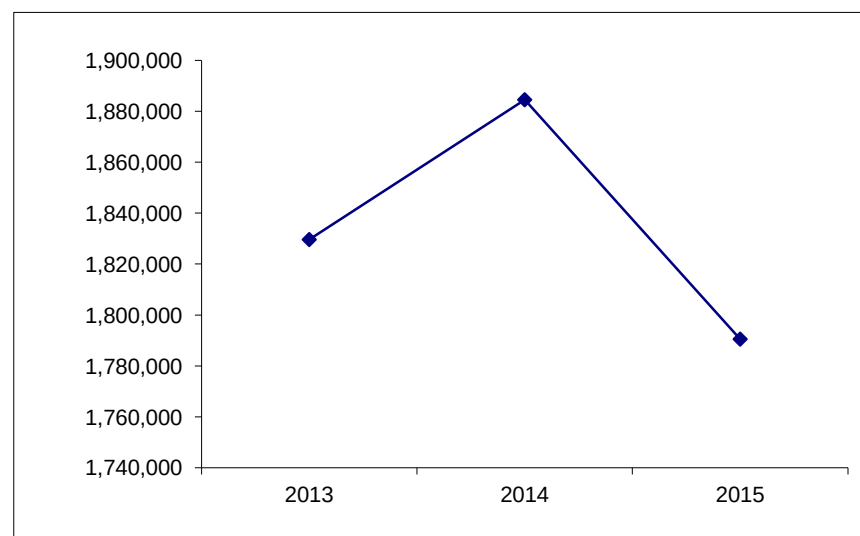
TOTALS	229,635.22	539,547.63	830,481.14
		Current Budget	630,000.00
		Projected Amt Over (Under)	200,481.14



46-MOTOR FUEL TAX

MONTH	2013	2014	2015
	Actual	Actual	
JANUARY	157,574.06	190,483.91	191,692.85
FEBRUARY	152,931.77	167,854.22	180,154.99
MARCH	129,951.00	154,591.73	136,753.86
APRIL	153,786.43	121,554.43	70,155.26
MAY	130,909.57	140,334.05	177,044.18
JUNE	193,571.18	197,038.33	166,232.32
JULY	132,861.66	148,173.07	107,894.22
AUGUST	155,836.24	166,097.32	0.00
SEPTEMBER	182,996.91	112,786.32	0.00
OCTOBER	129,449.50	153,333.05	444,858.00
NOVEMBER	166,301.70	165,028.86	156,793.53
DECEMBER	143,449.55	167,272.99	158,925.67

TOTALS	1,829,619.57	1,884,548.28	1,790,504.89
		Current Budget	1,846,000.00
		Projected Amt Over (Under)	-55,495.11



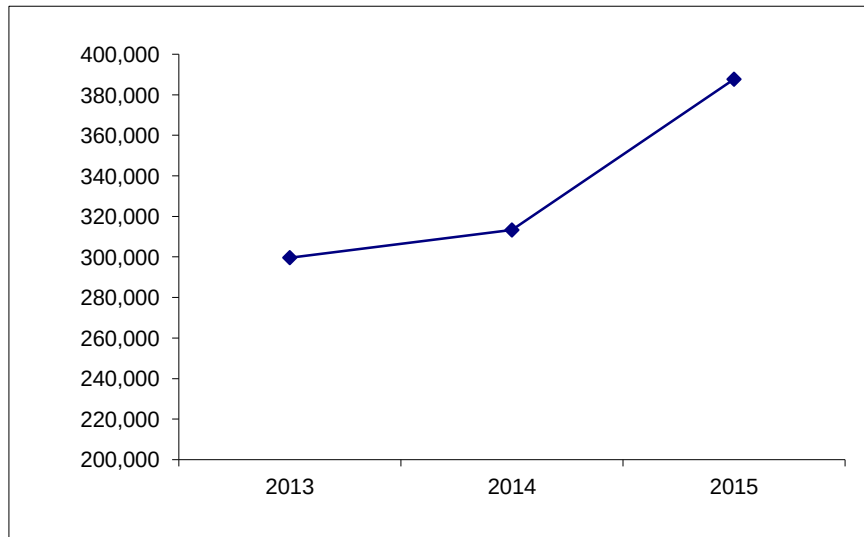
Distribution of Video Gaming Tax and MFT Tax require a State budget.

Projected Revenues

LIQUOR LICENSES

MONTH	2013 Actual	2014 Actual	2015	
JANUARY	400.00	100.00	2,238.44	A
FEBRUARY	450.00	100.00	820.19	A
MARCH	100.00	787.57	4,562.23	A
APRIL	1,332.28	63,385.97	15,088.85	A
MAY	189,358.32	190,925.00	157,666.68	A
JUNE	95,920.00	40,140.00	162,961.38	A
JULY	3,090.00	5,000.00	28,612.96	A
AUGUST	3,366.64	-2,000.00	-17,631.92	A
SEPTEMBER	2,083.19	2,733.28	18,353.36	A
OCTOBER	1,983.13	9,473.23	11,722.24	B
NOVEMBER	300.00	100.00	123.74	B
DECEMBER	1,266.62	2,555.22	3,161.85	B

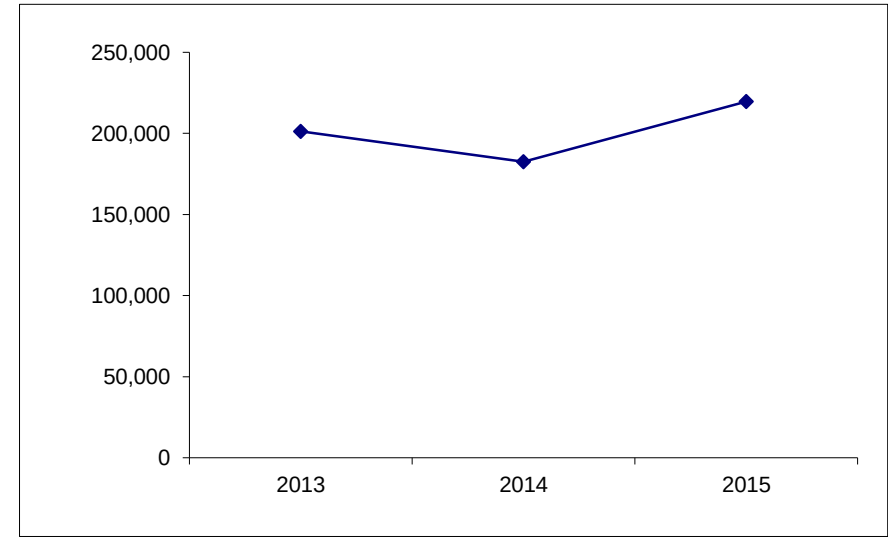
TOTALS	299,650.18	313,300.27	387,680.00
		Current Budget	300,000.00
	Projected Amt Over (Under)		87,680.00



BUILDING PERMITS

MONTH	2013	2014	2015	
	Actual	Actual		
JANUARY	11,520.30	11,246.00	15,069.00	A
FEBRUARY	8,150.00	7,712.00	16,667.20	A
MARCH	9,389.16	12,202.90	14,634.40	A
APRIL	17,745.30	19,903.30	12,781.75	A
MAY	14,431.10	12,407.25	15,566.70	A
JUNE	21,173.65	13,590.40	20,621.60	A
JULY	18,651.40	14,890.80	8,373.80	A
AUGUST	14,230.95	17,398.00	32,133.65	A
SEPTEMBER	41,332.80	15,375.30	14,244.50	A
OCTOBER	14,483.80	24,206.60	29,129.72	B
NOVEMBER	20,223.20	17,377.50	20,911.72	B
DECEMBER	9,904.40	16,231.90	19,533.13	B

TOTALS	201,236.06	182,541.95	219,667.17
		Current Budget	208,000.00
	Projected Amt Over (Under)		11,667.17

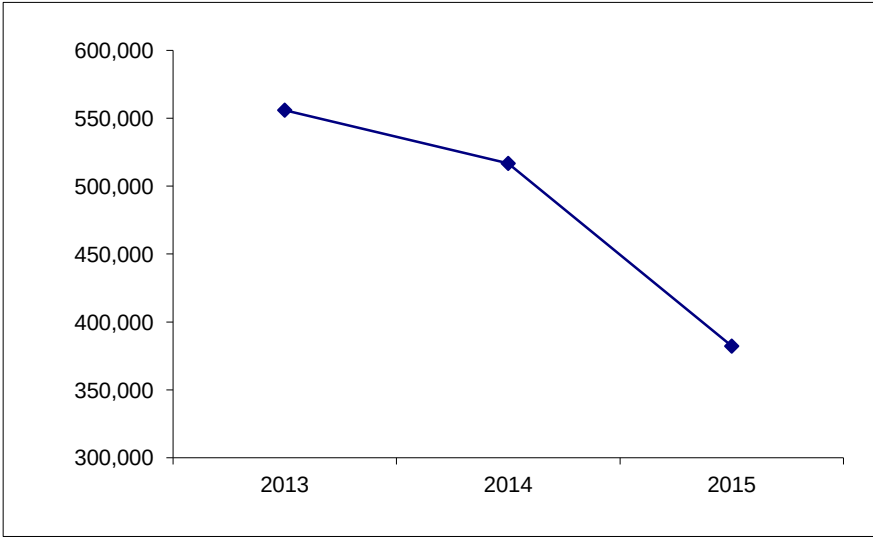


Projected Revenues

ILLEGAL USE OF VEHICLE

MONTH	2013 Actual	2014 Actual	2015
JANUARY	52,130.00	36,500.00	30,670.00
FEBRUARY	51,105.00	50,360.30	35,245.00
MARCH	42,500.00	44,600.00	41,879.00
APRIL	54,500.00	53,750.00	29,400.00
MAY	43,000.00	25,825.00	32,341.00
JUNE	47,990.00	55,840.00	33,075.00
JULY	45,400.00	54,380.00	32,240.00
AUGUST	38,820.00	36,020.00	24,180.00
SEPTEMBER	48,300.00	41,940.00	36,210.00
OCTOBER	45,080.00	52,770.00	39,026.10
NOVEMBER	40,750.00	28,645.00	21,184.43
DECEMBER	46,410.00	36,140.00	26,727.37

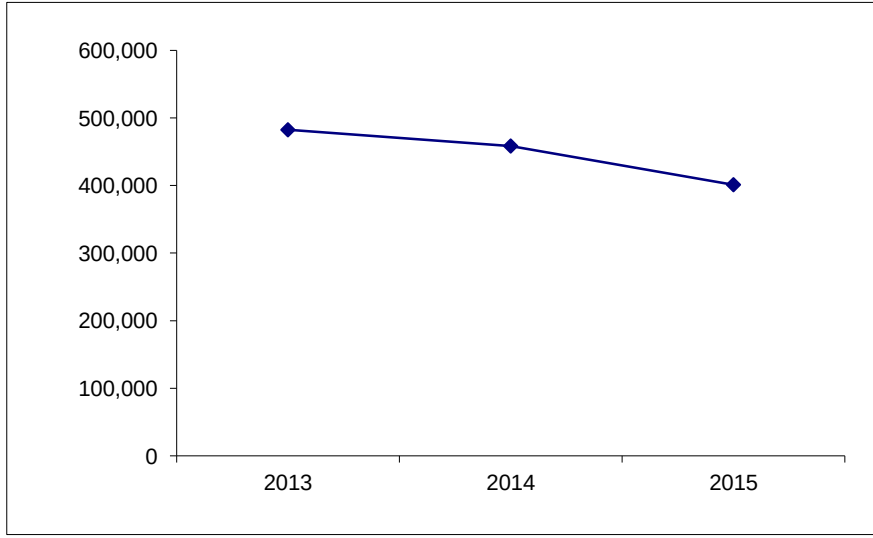
TOTALS	555,985.00	516,770.30	382,177.90
		Current Budget	599,000.00
		Projected Amt Over (Under)	-216,822.10



PARKING

MONTH	2013 Actual	2014 Actual	2015
JANUARY	45,379.46	41,918.11	33,612.49
FEBRUARY	47,461.92	38,015.82	32,836.68
MARCH	35,706.36	44,427.81	42,819.01
APRIL	38,194.16	39,040.19	32,184.16
MAY	40,453.10	34,270.68	29,394.75
JUNE	37,040.24	37,697.22	30,042.88
JULY	39,942.40	32,839.84	30,960.99
AUGUST	36,845.69	29,538.46	52,040.96
SEPTEMBER	22,952.50	56,902.26	26,443.08
OCTOBER	32,015.25	37,795.47	33,072.73
NOVEMBER	37,606.11	27,120.32	23,731.50
DECEMBER	68,889.13	38,948.42	34,081.61

TOTALS	482,486.32	458,514.60	401,220.84
		Current Budget	496,000.00
		Projected Amt Over (Under)	-94,779.16

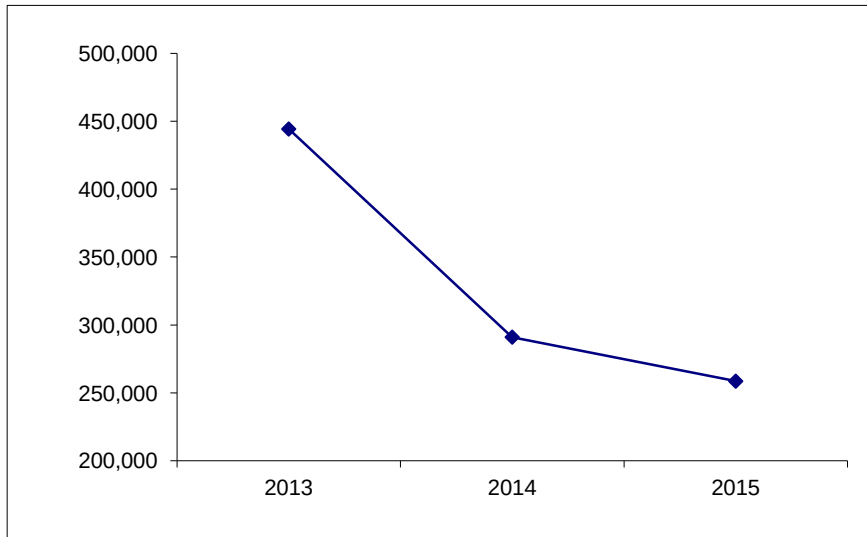


Projected Revenues

COURT FINES

MONTH	2013	2014	2015	
	Actual	Actual		
JANUARY	27,356.26	23,711.91	19,458.03	A
FEBRUARY	37,968.08	25,192.29	15,928.83	A
MARCH	70,719.88	49,469.77	51,556.56	A
APRIL	52,039.48	39,628.86	30,921.71	A
MAY	36,975.24	1,396.50	24,970.19	A
JUNE	32,296.00	42,729.39	18,446.59	A
JULY	32,156.17	18,250.22	17,222.89	A
AUGUST	34,951.12	16,842.40	15,907.21	A
SEPTEMBER	32,320.67	19,054.73	15,519.13	A
OCTOBER	28,595.70	19,332.04	17,176.51	B
NOVEMBER	31,580.68	23,688.55	21,047.26	B
DECEMBER	27,355.37	11,711.42	10,405.59	B

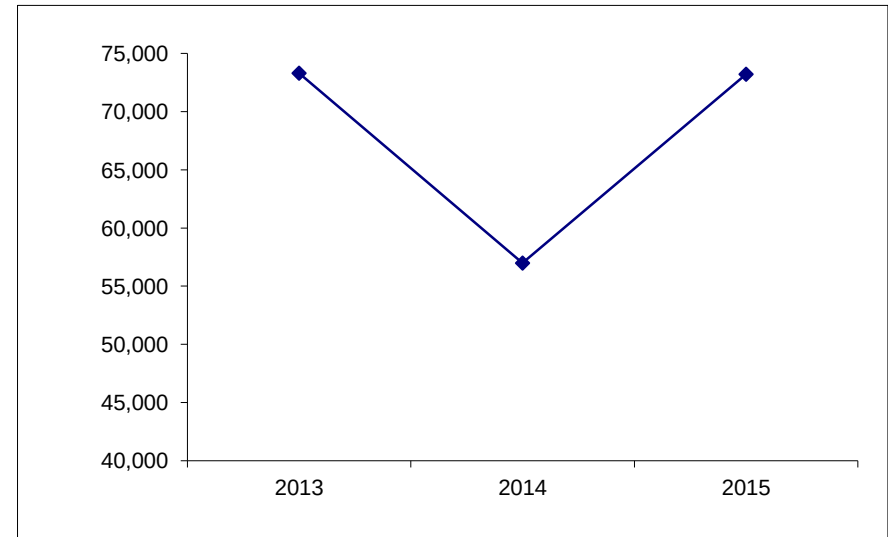
TOTALS	444,314.65	291,008.08	258,560.50
		Current Budget	328,000.00
		Projected Amt Over (Under)	-69,439.50



WEED CUTTING FEES

MONTH	2013 Actual	2014 Actual	2015	
JANUARY	1,455.51	1,984.86	6,569.63	A
FEBRUARY	3,657.17	3,971.43	2,016.92	A
MARCH	5,944.07	2,092.52	4,276.12	A
APRIL	3,693.29	5,592.90	1,019.85	A
MAY	9,482.22	3,580.56	2,584.23	A
JUNE	4,633.18	5,905.00	8,592.54	A
JULY	6,398.32	8,286.31	9,989.91	A
AUGUST	10,341.71	7,219.02	11,067.81	A
SEPTEMBER	7,432.26	4,808.48	9,696.01	A
OCTOBER	6,969.69	2,818.90	3,621.72	B
NOVEMBER	10,122.09	8,446.12	10,851.56	B
DECEMBER	3,169.88	2,275.80	2,923.94	B

TOTALS	73,299.39	56,981.90	73,210.24
		Current Budget	76,000.00
	Projected Amt Over (Under)		-2,789.76

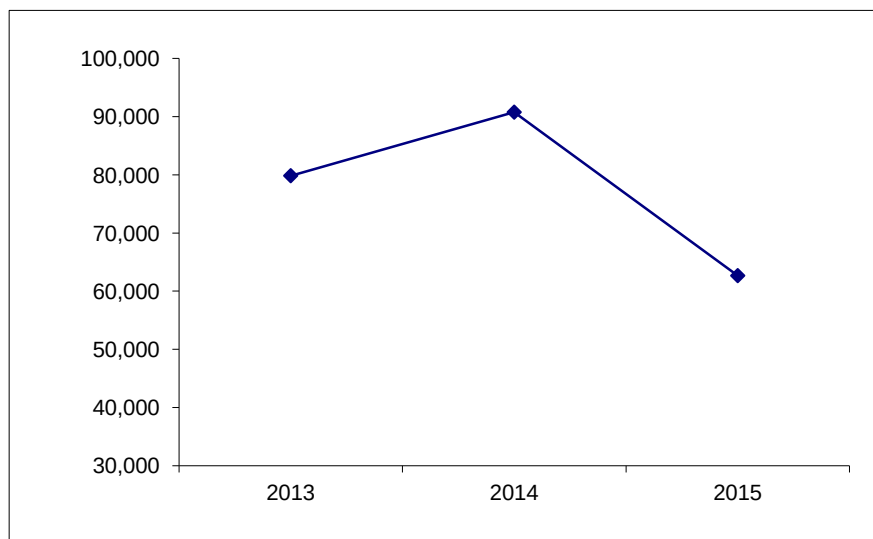


Projected Revenues

DEMOLITION PAYMENTS

MONTH	2013 Actual	2014 Actual	2015
JANUARY	4,047.13	3,635.96	3,747.34
FEBRUARY	4,487.52	3,573.76	2,983.36
MARCH	8,679.11	4,979.56	4,453.84
APRIL	13,228.98	4,472.31	4,148.36
MAY	10,926.85	4,165.29	4,134.48
JUNE	3,952.76	18,688.26	3,695.00
JULY	3,876.47	3,679.76	2,562.00
AUGUST	14,111.16	3,425.64	25,727.00
SEPTEMBER	4,127.19	31,457.76	2,461.01
OCTOBER	5,130.12	4,729.70	3,265.82
NOVEMBER	3,730.85	4,449.76	3,072.52
DECEMBER	3,544.40	3,506.12	2,420.95

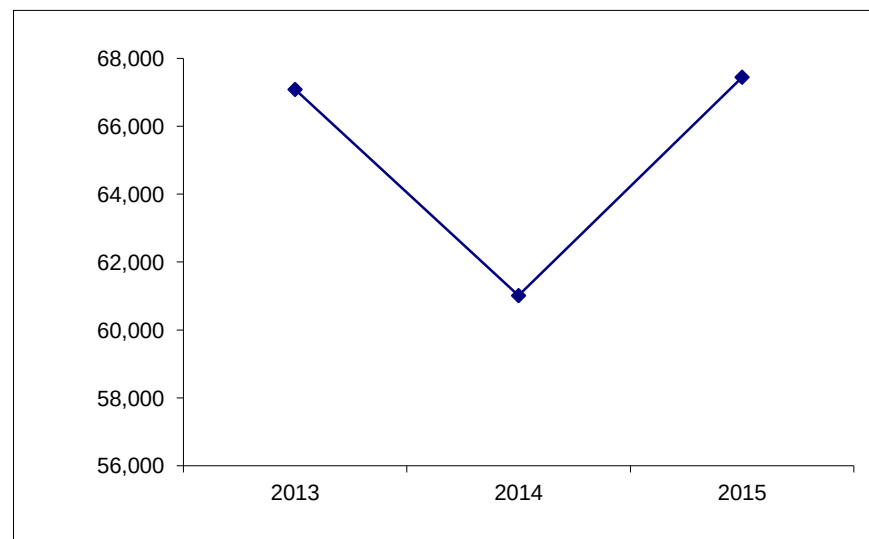
TOTALS	79,842.54	90,763.88	62,671.67
		Current Budget	74,000.00
		Projected Amt Over (Under)	-11,328.33



PET CITATIONS

MONTH	2013 Actual	2014 Actual	2015
JANUARY	6,031.18	3,144.56	4,499.96
FEBRUARY	4,858.46	5,224.33	5,904.38
MARCH	7,641.34	6,831.57	7,473.05
APRIL	8,963.44	5,880.96	6,802.42
MAY	6,690.19	7,690.86	7,428.56
JUNE	5,800.33	6,579.58	6,664.65
JULY	5,716.68	4,379.10	5,949.56
AUGUST	6,156.33	5,643.30	5,003.11
SEPTEMBER	4,745.31	4,101.63	4,968.53
OCTOBER	4,037.16	3,126.19	3,455.92
NOVEMBER	3,072.83	5,079.47	5,615.21
DECEMBER	3,371.90	3,329.63	3,680.81

TOTALS	67,085.15	61,011.18	67,446.16
		Current Budget	65,000.00
	Projected Amt Over (Under)		2,446.16

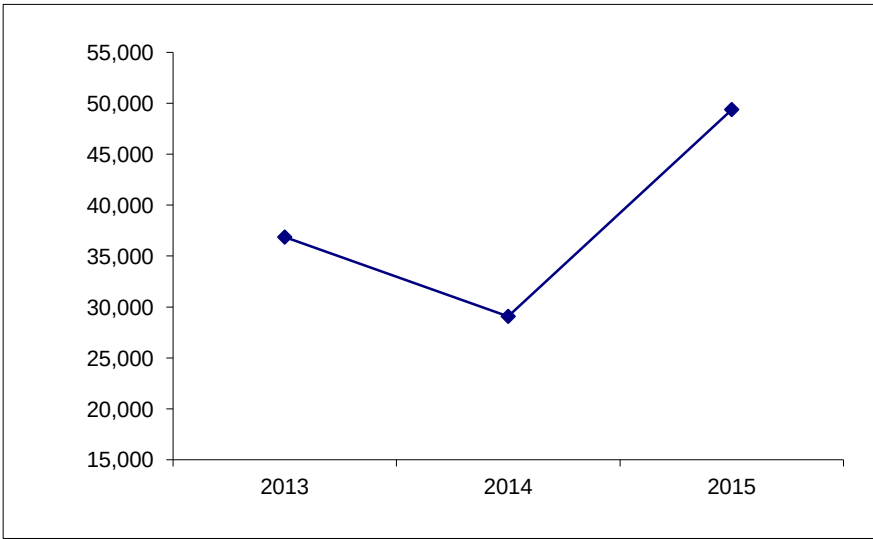


Projected Revenues

TRASH & CLEAN UP FINES

MONTH	2013 Actual	2014 Actual	2015
JANUARY	2,684.41	2,226.49	5,881.22
FEBRUARY	2,474.98	380.67	6,067.52
MARCH	5,341.10	3,668.82	5,138.31
APRIL	947.96	2,580.03	4,696.56
MAY	4,134.30	1,306.97	4,167.43
JUNE	3,592.54	4,781.70	3,737.07
JULY	5,611.64	3,025.34	1,960.00
AUGUST	943.20	5,093.82	2,089.00
SEPTEMBER	4,125.62	632.44	6,510.25
OCTOBER	4,724.13	825.46	1,402.02
NOVEMBER	1,528.26	3,685.20	6,259.19
DECEMBER	758.49	872.81	1,482.44

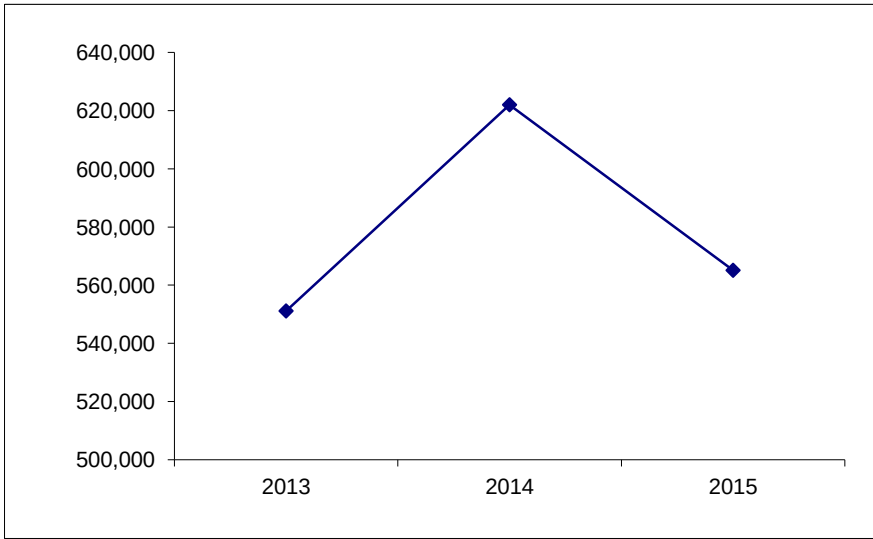
TOTALS	36,866.63	29,079.75	49,391.01
		Current Budget	35,000.00
		Projected Amt Over (Under)	14,391.01



70-MASS TRANSIT - CHARGES FOR SERVICES

MONTH	2013	2014	2015
	Actual	Actual	
JANUARY	43,656.17	54,064.48	45,237.01
FEBRUARY	36,302.86	43,210.78	45,125.92
MARCH	56,085.69	56,395.84	38,677.82
APRIL	41,382.77	52,902.50	50,782.85
MAY	37,290.33	54,606.99	51,295.03
JUNE	48,996.90	48,250.58	42,271.38
JULY	44,938.16	56,308.42	48,335.13
AUGUST	42,708.24	44,108.47	34,981.87
SEPTEMBER	37,589.05	40,531.46	52,473.06
OCTOBER	53,122.79	66,269.98	60,207.79
NOVEMBER	55,475.14	50,375.14	45,766.96
DECEMBER	53,586.99	54,981.84	49,952.26

TOTALS	551,135.09	622,006.48	565,107.08
		Current Budget	601,250.00
		Projected Amt Over (Under)	-36,142.92

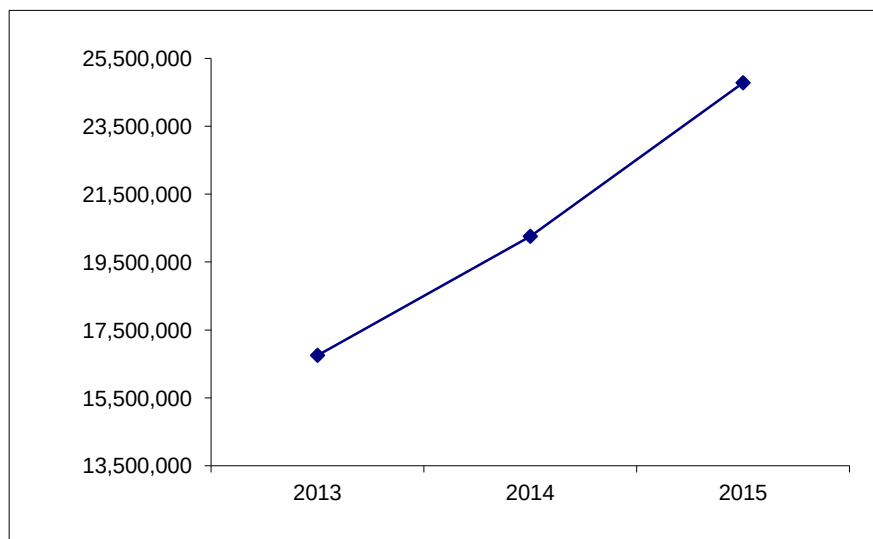


Projected Revenues

80-WATER SALES

MONTH	2013 Actual	2014 Actual	2015
JANUARY	1,462,737.80	1,478,921.08	1,884,791.63
FEBRUARY	591,331.00	1,092,772.94	1,809,958.17
MARCH	1,546,669.84	1,960,250.22	1,728,840.51
APRIL	1,249,965.09	1,411,461.39	1,804,984.88
MAY	969,710.65	1,475,465.73	1,777,446.55
JUNE	1,519,503.74	1,793,786.52	2,173,544.61
JULY	1,547,900.44	1,588,221.65	2,467,268.68
AUGUST	1,819,906.73	2,345,262.95	2,470,163.56
SEPTEMBER	1,601,113.49	2,102,747.18	2,536,895.93
OCTOBER	1,889,971.82	1,886,797.38	2,308,110.30
NOVEMBER	907,058.18	758,827.21	928,269.73
DECEMBER	1,646,161.71	2,364,274.58	2,892,205.90

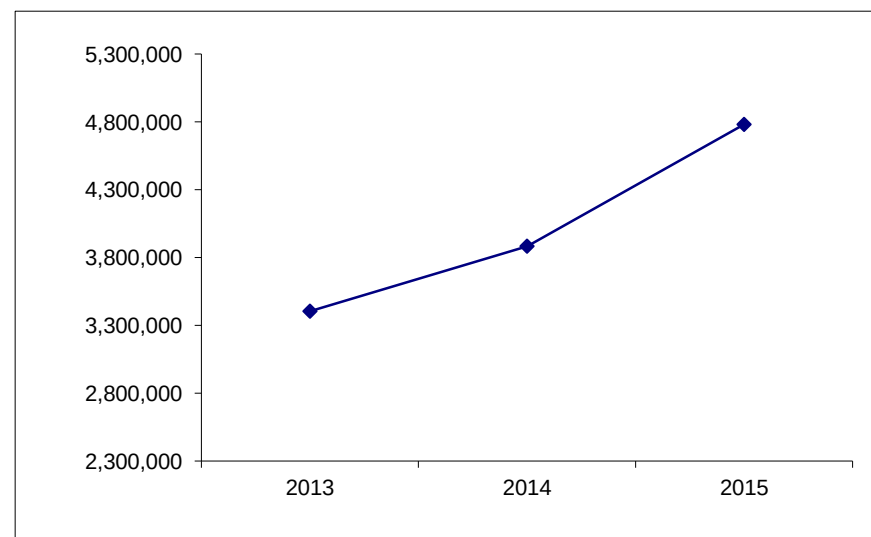
TOTALS	16,752,030.49	20,258,788.83	24,782,480.45
		Current Budget	24,100,000.00
		Projected Amt Over (Under)	682,480.45



79-SEWER USER FEE

MONTH	2013	2014	2015
	Actual	Actual	
JANUARY	259,484.16	289,863.71	371,123.10
FEBRUARY	220,042.68	280,997.16	348,214.06
MARCH	246,308.12	292,747.13	358,470.51
APRIL	253,171.76	259,177.47	316,303.79
MAY	319,636.62	281,775.20	362,203.66
JUNE	306,997.44	321,745.10	389,846.94
JULY	319,650.21	351,312.29	454,466.97
AUGUST	307,071.06	366,606.48	442,930.00
SEPTEMBER	298,611.44	376,560.12	429,112.69
OCTOBER	325,969.78	379,718.25	467,471.64
NOVEMBER	244,901.38	295,773.69	364,127.38
DECEMBER	303,148.07	387,799.09	477,419.97

TOTALS	3,404,992.72	3,884,075.69	4,781,690.71
		Current Budget	4,429,200.00
		Projected Amt Over (Under)	352,490.71

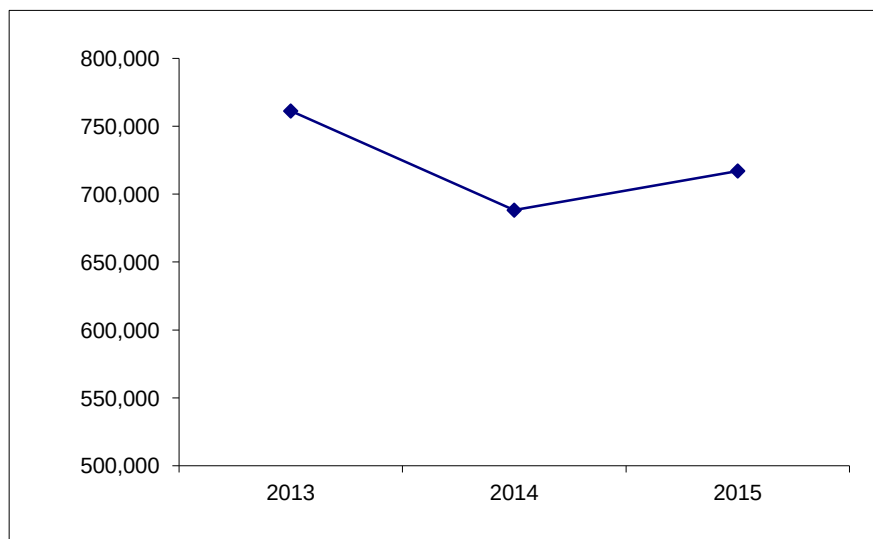


Projected Revenues

88-RECYCLING FEES

MONTH	2013 Actual	2014 Actual	2015
JANUARY	60,223.37	60,682.32	53,002.65
FEBRUARY	60,701.15	52,591.43	57,754.26
MARCH	56,475.46	56,744.60	67,269.75
APRIL	67,613.91	52,899.18	54,438.80
MAY	87,520.53	52,287.62	52,363.07
JUNE	76,454.69	56,066.95	63,871.97
JULY	68,202.07	58,884.96	57,884.33
AUGUST	54,765.08	55,566.81	57,257.17
SEPTEMBER	53,792.74	56,949.52	59,961.20
OCTOBER	62,672.93	58,529.08	60,982.36
NOVEMBER	51,252.26	56,021.26	58,369.42
DECEMBER	61,574.95	70,994.08	73,969.83

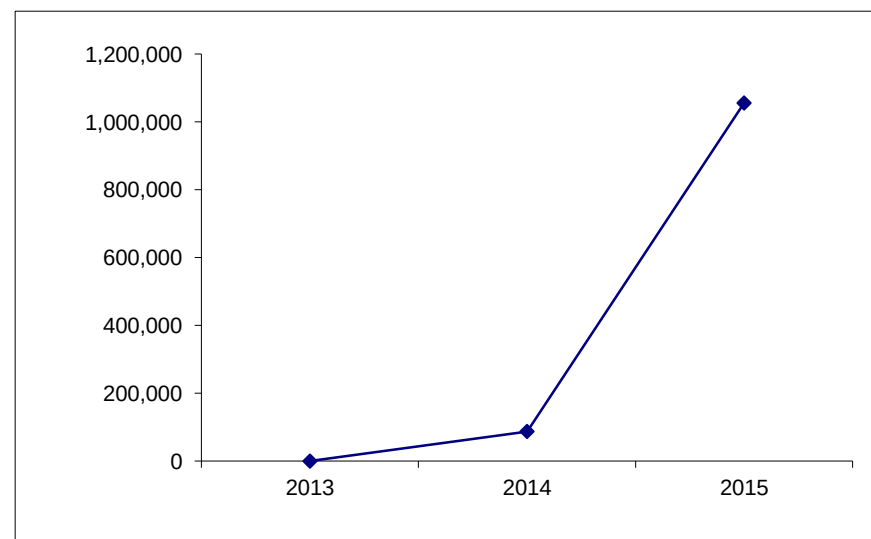
TOTALS	761,249.14	688,217.81	717,064.81
		Current Budget	684,000.00
		Projected Amt Over (Under)	33,064.81



78-STORM WATER FEE

MONTH	2013 Actual	2014 Actual	2015
JANUARY			77,998.54
FEBRUARY			81,533.83
MARCH			93,221.18
APRIL			89,736.18
MAY			103,003.89
JUNE			90,007.55
JULY			86,587.74
AUGUST			81,120.40
SEPTEMBER			83,042.82
OCTOBER			89,833.33
NOVEMBER		9,891.87	89,833.33
DECEMBER		77,545.60	89,833.33

TOTALS	0.00	87,437.47	1,055,752.13
		Current Budget	1,078,000.00
		Projected Amt Over (Under)	-22,247.87



Water Management

DATE: 10/9/2015

MEMO: 2015-16

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Keith Alexander, Director of Water Management
Jerry Stevens, P.E., Engineering Services Coordinator

BACKGROUND:

Major Work Completed:

- Preventative maintenance cycle on dredge completed.
- Finish dredging Ivy Hill Park cove in Big Creek basin.

Major Work Planned for the Near Term:

- Sedimentation basin weir box walkway installation.
- Replacement of dredge pipeline rubber joints at lake bridge locations.
- Continue dredging Big Creek basin (almost 50% complete with this area).
- Continue sedimentation basin rehabilitation (about 60% complete with the basin).

Budget and Schedule:

- Great Lakes Dredge & Dock dredged 315,886 cubic yards of material in September 2015 and 2,161,894 cubic yards of material since dredging began in November 2014.
- The project is 20% complete, on budget and on schedule to be completed by December 31, 2019.

Attached are maps showing the areas of Basin 1 and the Big Creek area that have been dredged to date. The colored segments indicate where dredging was completed each day.

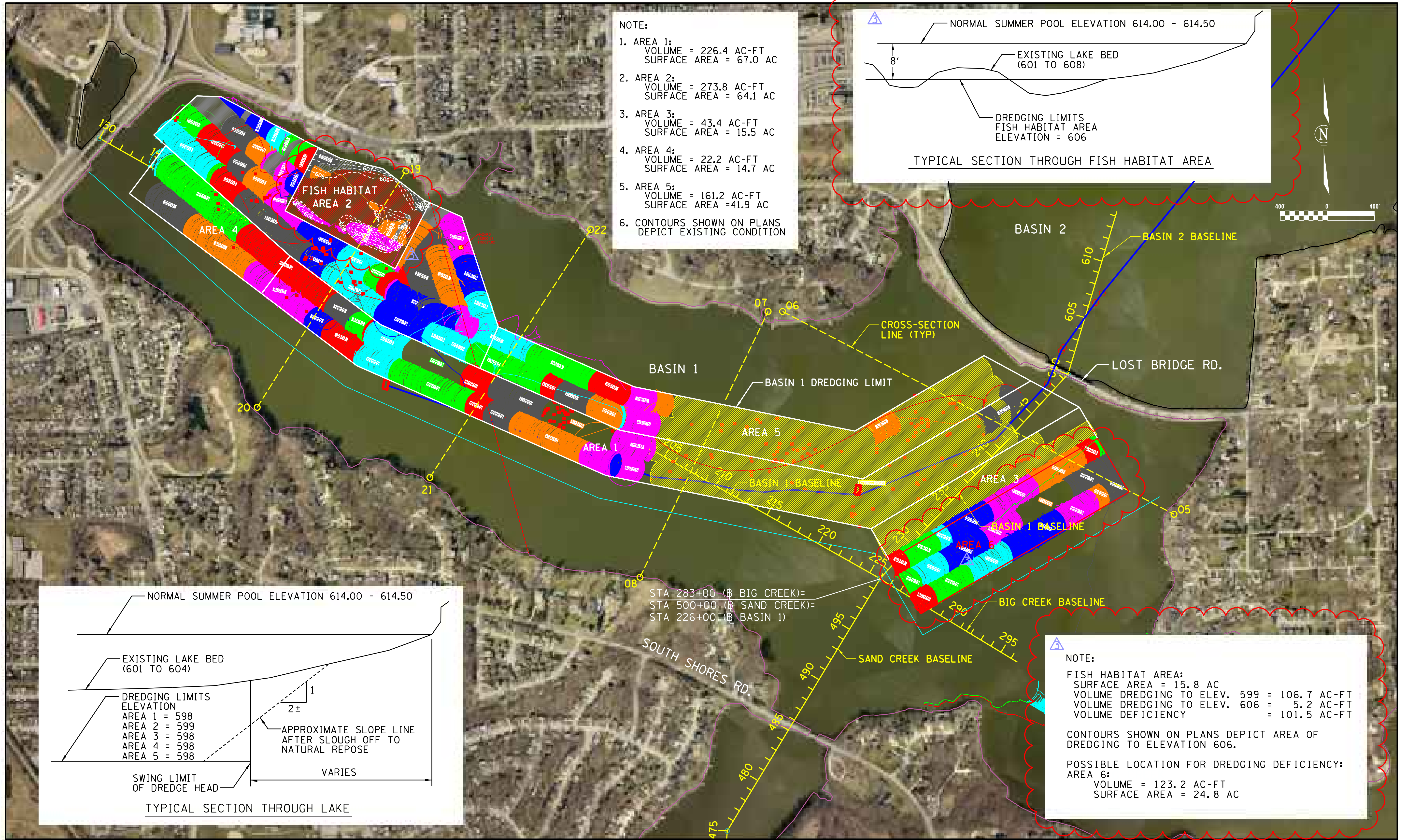
ATTACHMENTS:

Description	Type
June Progress Report - Lake Decatur Dredging Basins 1-4 & Oakley Sediment Basin Rehab	Backup Material
September Progress Report - Lake	

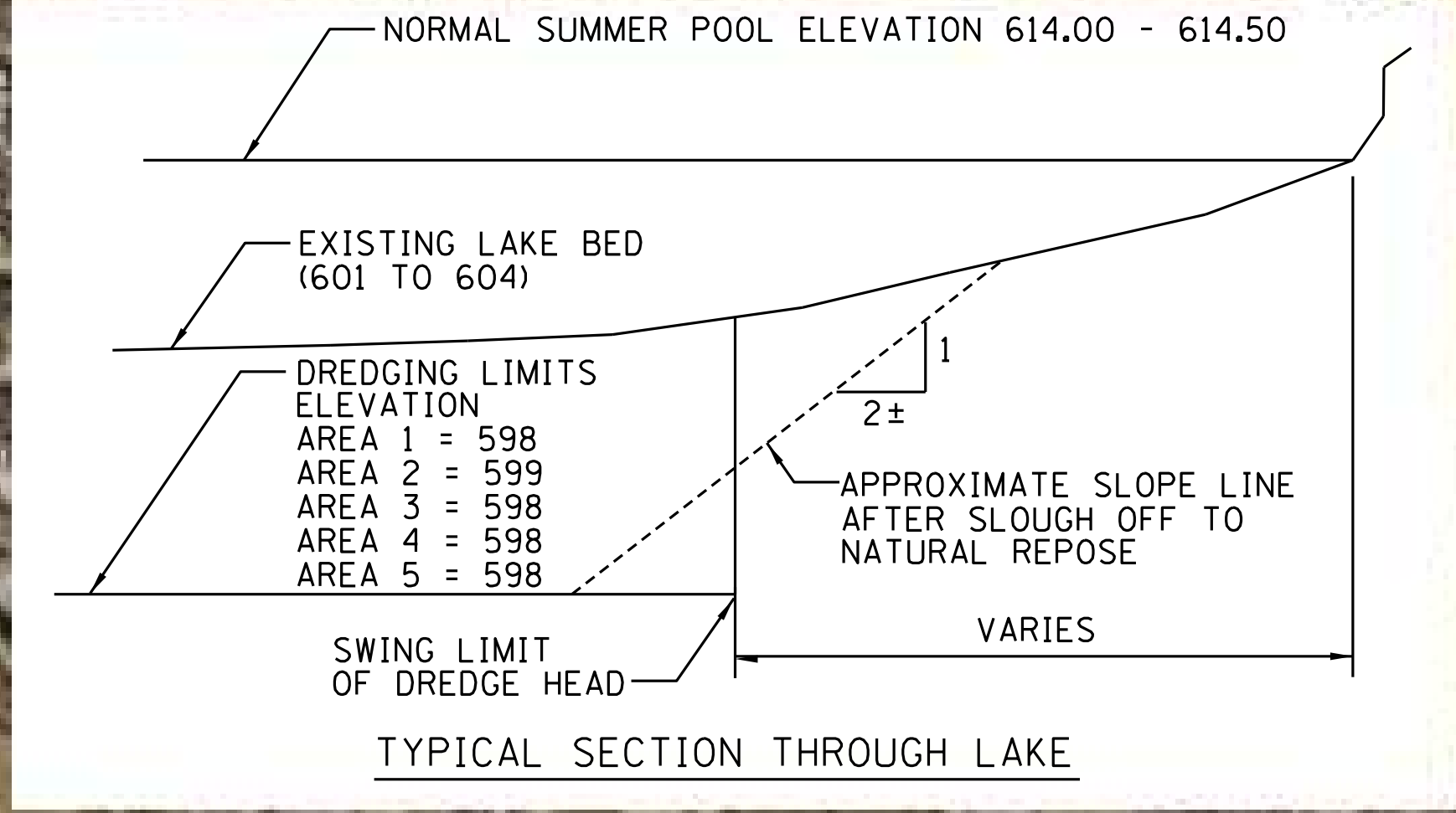
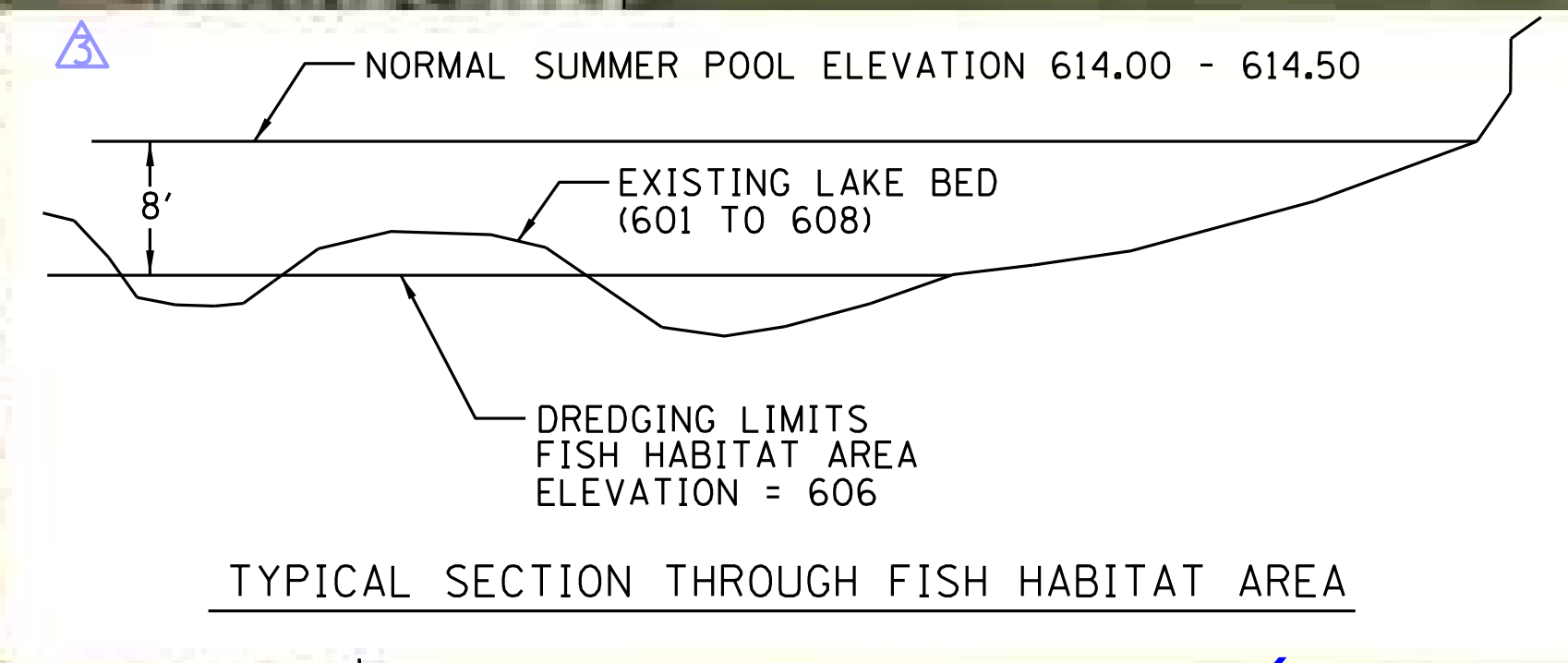
Decatur Dredging Basins 1-4 & Oakley Backup Material
Sediment Basin Rehab

REVIEWERS:

Department	Reviewer	Action	Date
Water Management	Bright, Debbie	Approved	10/15/2015 - 11:44 AM



- NOTE:
1. AREA 1:
VOLUME = 226.4 AC-FT
SURFACE AREA = 67.0 AC
 2. AREA 2:
VOLUME = 273.8 AC-FT
SURFACE AREA = 64.1 AC
 3. AREA 3:
VOLUME = 43.4 AC-FT
SURFACE AREA = 15.5 AC
 4. AREA 4:
VOLUME = 22.2 AC-FT
SURFACE AREA = 14.7 AC
 5. AREA 5:
VOLUME = 161.2 AC-FT
SURFACE AREA = 41.9 AC
 6. CONTOURS SHOWN ON PLANS
DEPICT EXISTING CONDITION



- NOTE:
- FISH HABITAT AREA:
SURFACE AREA = 15.8 AC
VOLUME DREDGING TO ELEV. 599 = 106.7 AC-FT
VOLUME DREDGING TO ELEV. 606 = 5.2 AC-FT
VOLUME DEFICIENCY = 101.5 AC-FT
- CONTOURS SHOWN ON PLANS DEPICT AREA OF
DREDGING TO ELEVATION 606.
- POSSIBLE LOCATION FOR DREDGING DEFICIENCY:
AREA 6:
VOLUME = 123.2 AC-FT
SURFACE AREA = 24.8 AC

FILE NAME = \$FILEL\$

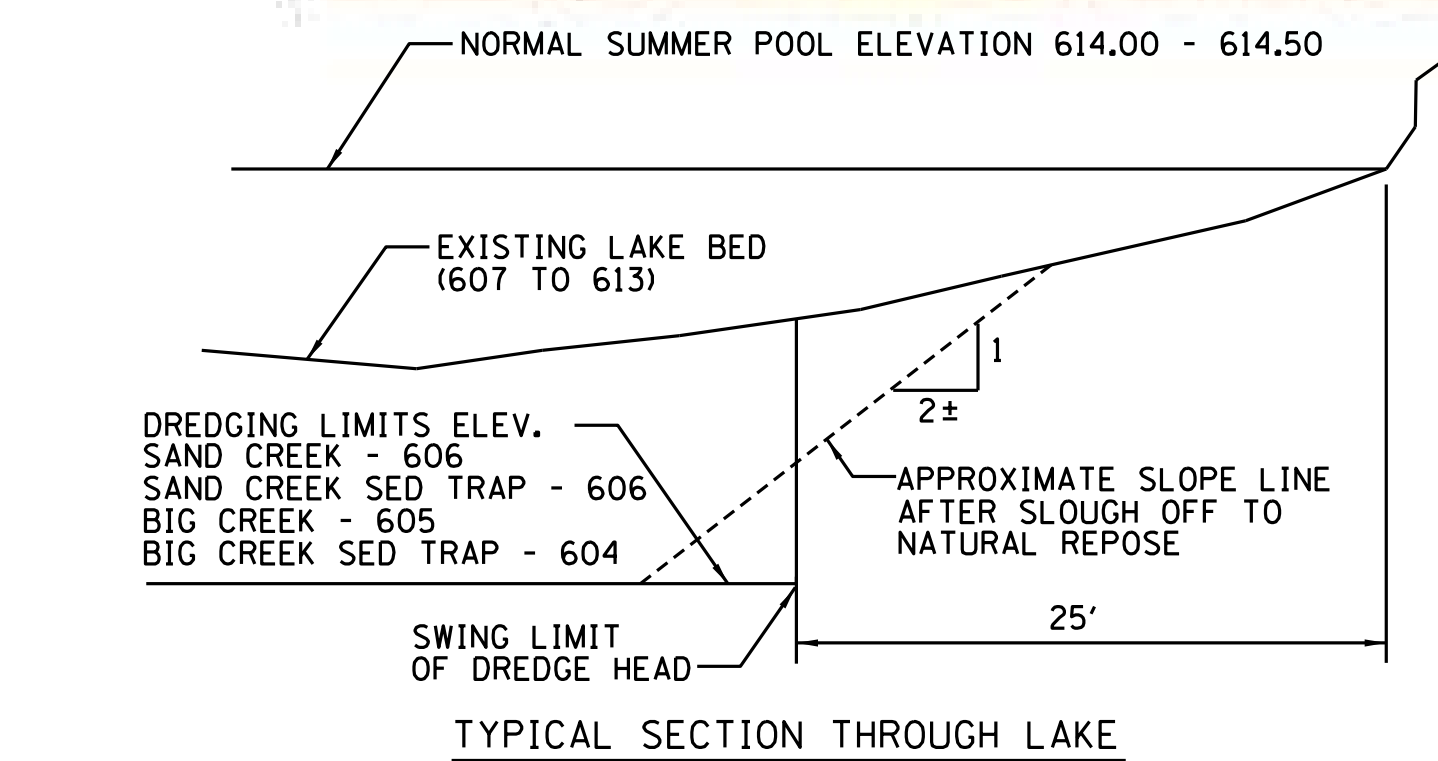
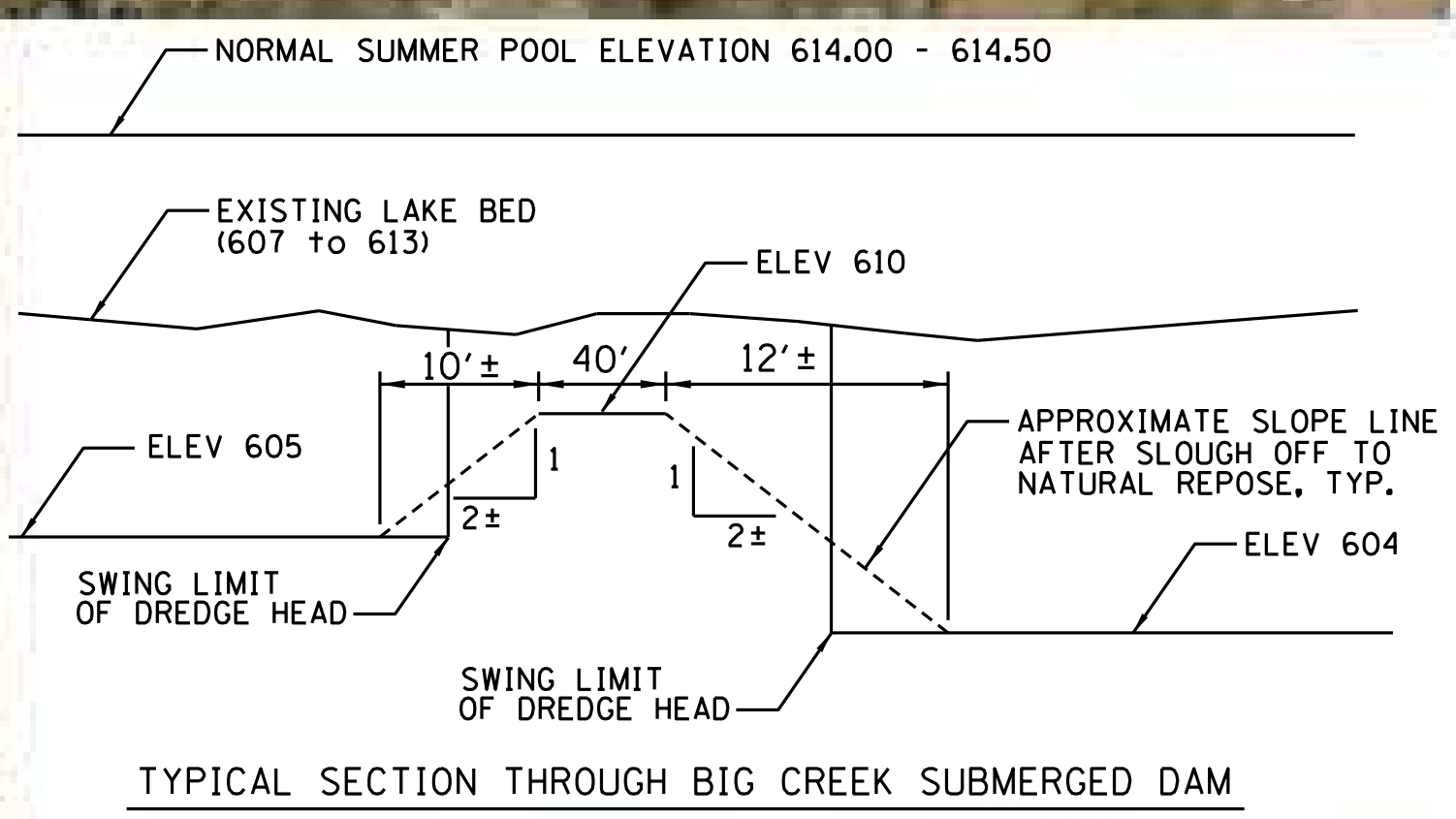
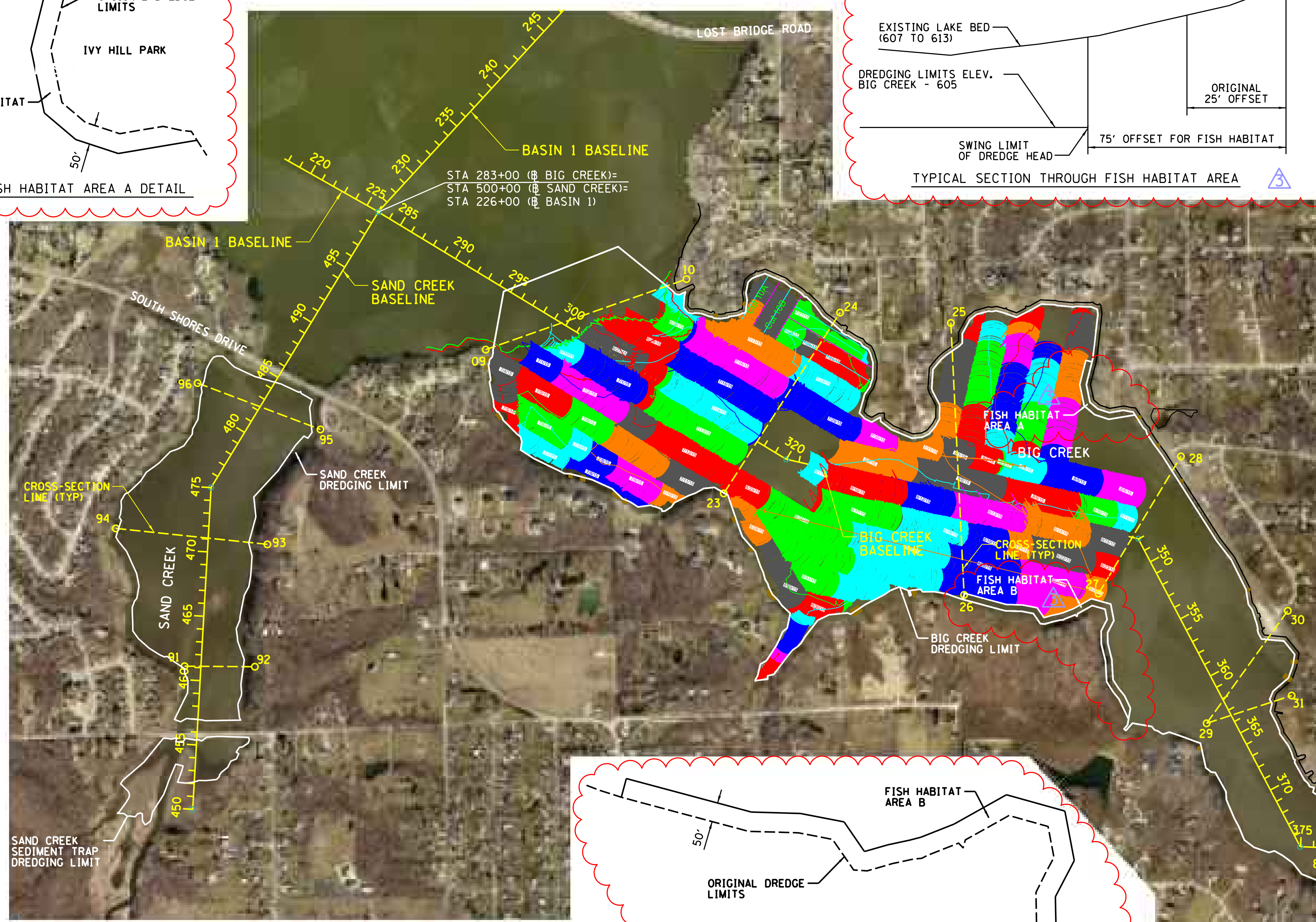
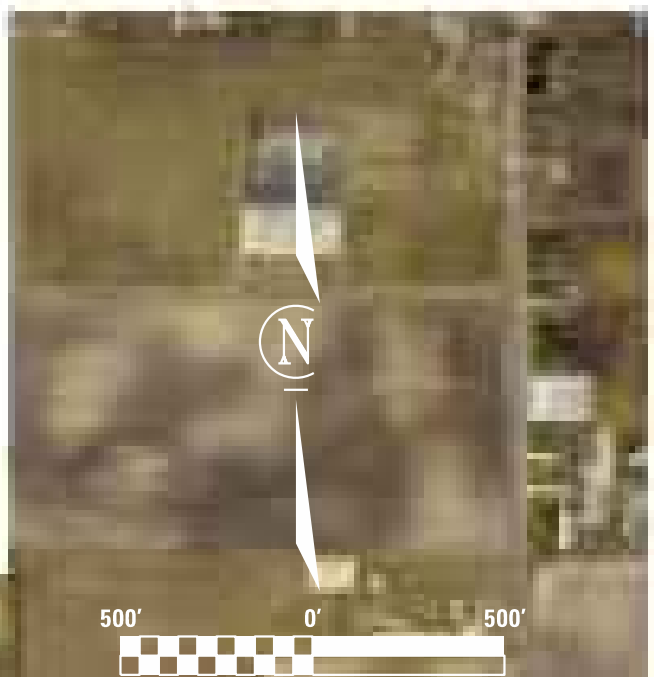
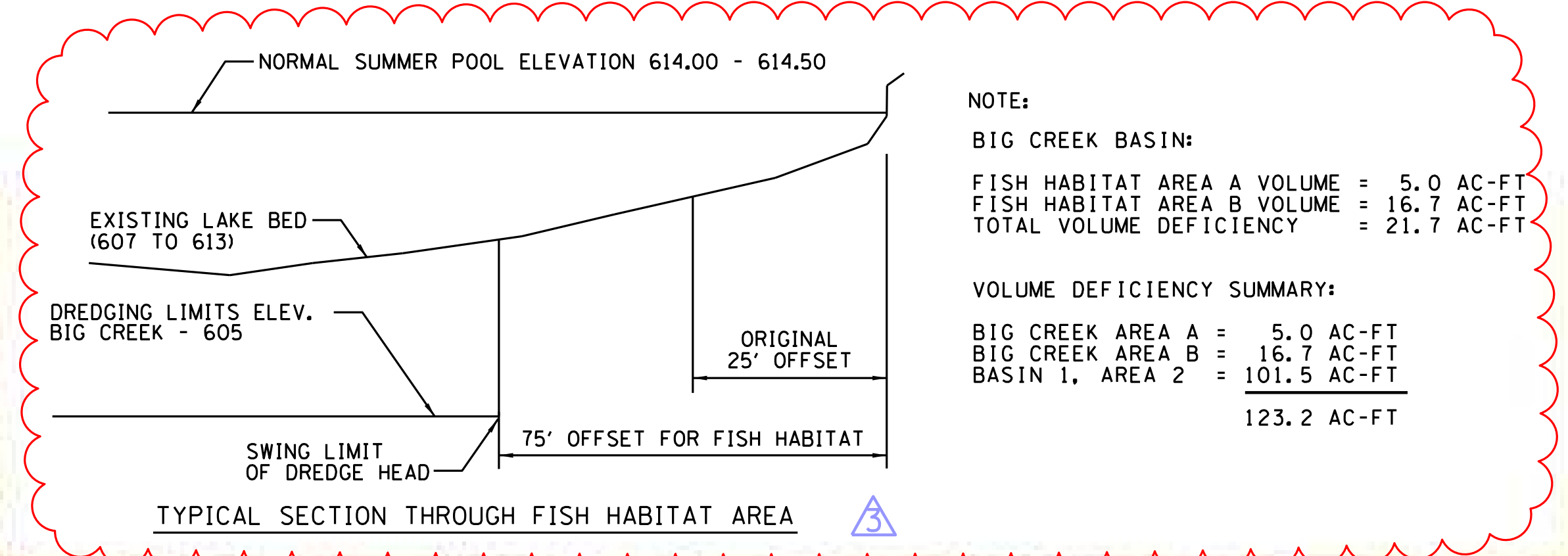
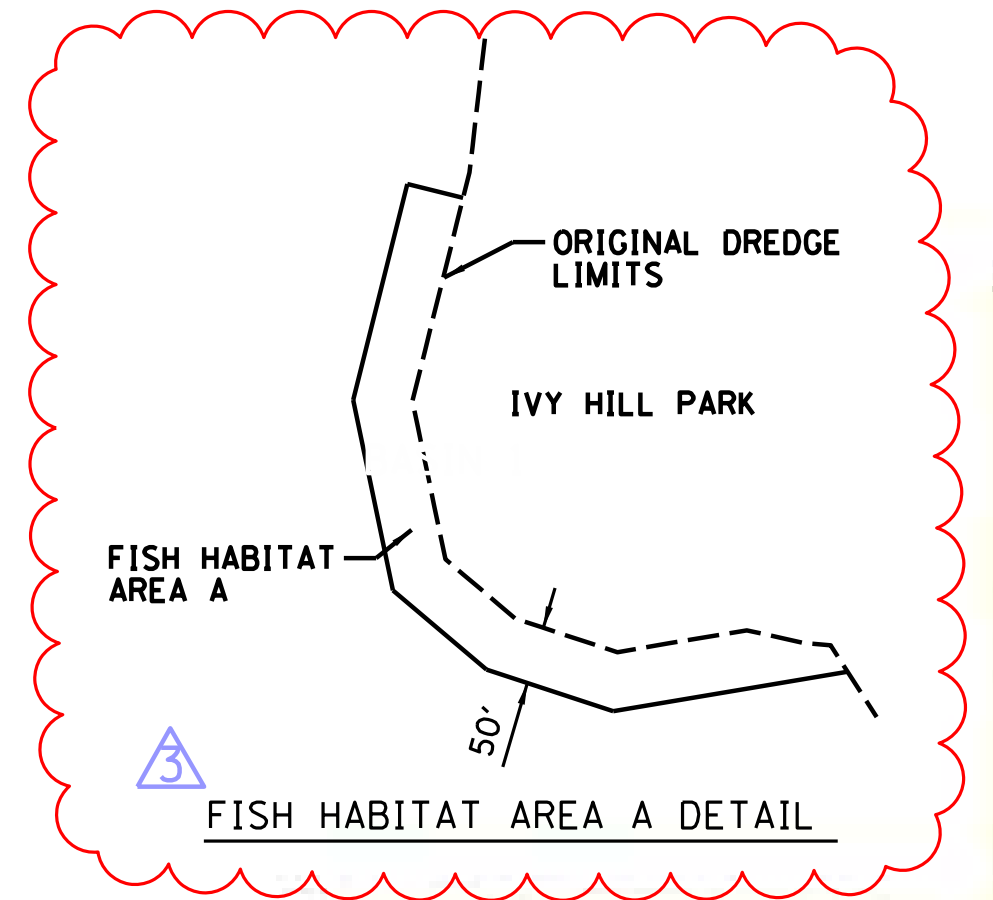
USER NAME = \$USER\$	DESIGNED -	REVISED - 6/3/14
	DRAWN -	REVISED - 10/28/2014
PLOT SCALE = \$SCALE\$	CHECKED -	REVISED - 4/28/2015
PLOT DATE = \$DATE\$	DATE -	REVISED -

CHASTAIN
& ASSOCIATES LLC
CONSULTING ENGINEERS

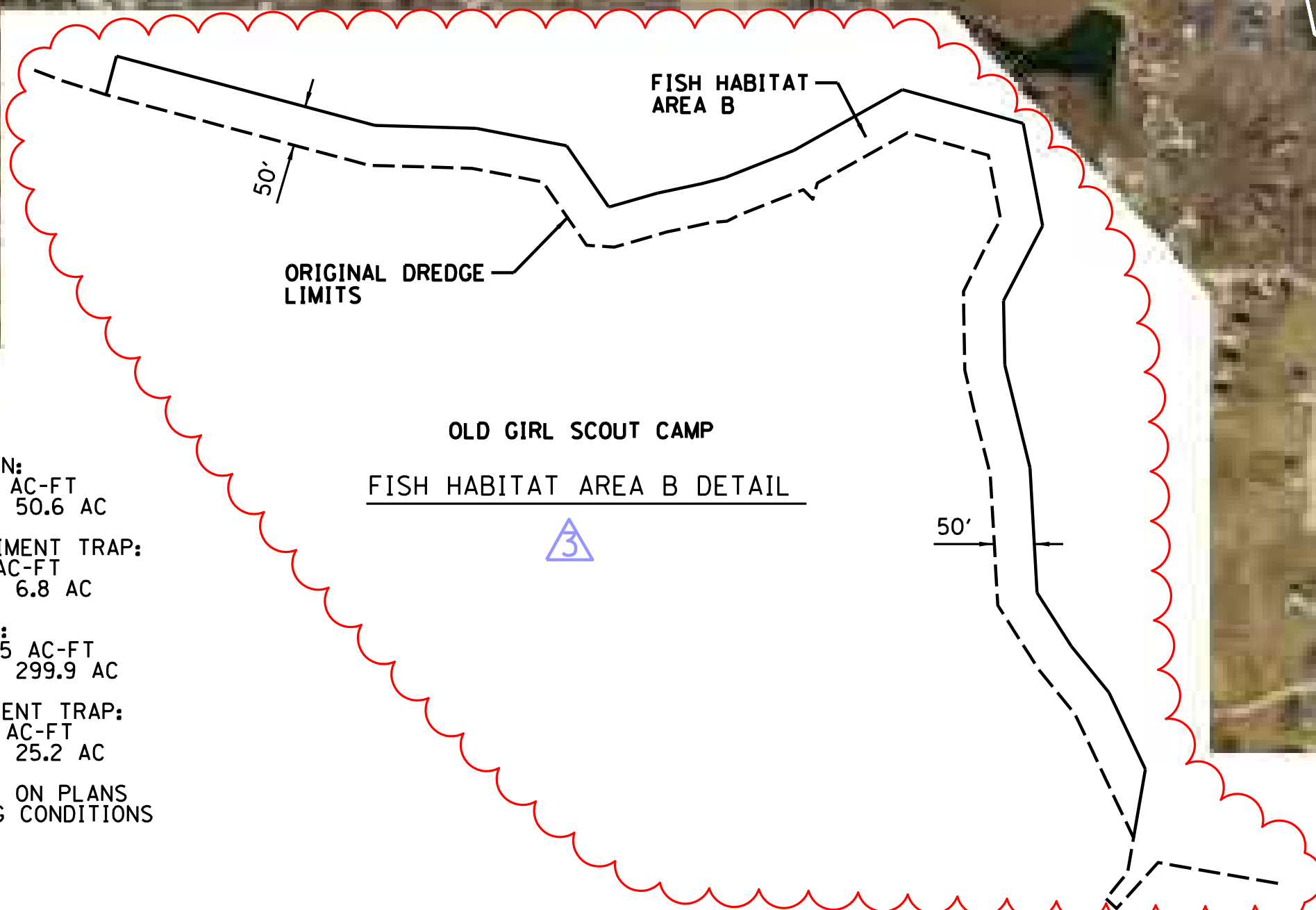
DECATUR (217) 422-8544
CHICAGO (773) 714-0050
ROCKFORD (815) 489-0050
184-001397

BASIN 1 DREDGE PLAN			
LAKE DECATUR DREDGING OF BASINS 1-4			
SCALE:	SHEET NO.	OF SHEETS	STA. TO STA.

MUNICIPALITY	COUNTY	TOTAL SHEETS	SHEET NO.
CITY OF DECATUR	MACON	7	7
HLC PROJECT 5111			
ILLINOIS FED. AID PROJECT			



- NOTE:
1. SAND CREEK BASIN:
VOLUME = 284.5 AC-FT
SURFACE AREA = 50.6 AC
 2. SAND CREEK SEDIMENT TRAP:
VOLUME = 41.0 AC-FT
SURFACE AREA = 6.8 AC
 3. BIG CREEK BASIN:
VOLUME = 1,436.5 AC-FT
SURFACE AREA = 299.9 AC
 4. BIG CREEK SEDIMENT TRAP:
VOLUME = 213.8 AC-FT
SURFACE AREA = 25.2 AC
 5. CONTOURS SHOWN ON PLANS
DEPICT EXISTING CONDITIONS



FILE NAME = \$FILE\$.S

USER NAME = \$USER\$	DESIGNED -	REVISED - 6/3/14
	DRAWN -	REVISED - 10/28/2014
PLOT SCALE = \$SCALE\$	CHECKED -	REVISED - 4/28/2015
PLOT DATE = \$DATE\$	DATE -	REVISED -

CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

DECATUR CHICAGO (217) 422-8544
ROCKFORD (773) 714-0050
184-001397

SAND CREEK AND BIG CREEK DREDGE PLAN LAKE DECATUR DREDGING OF BASINS 1-4			
SCALE:	SHEET NO.	OF SHEETS	STA. TO STA.

MUNICIPALITY	COUNTY	TOTAL SHEETS	SHEET NO.
CITY OF DECATUR	MACON	10	10
ILLINOIS FED. AID PROJECT			

City Clerk

DATE: 10/14/2015

MEMO: 2015-12

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager

ATTACHMENTS:

Description	Type
Development Services	Cover Memo
Fire	Cover Memo
Management Services	Cover Memo
Police	Cover Memo
Public Works, August 2015	Cover Memo
Public Works, September 2015	Cover Memo
Water	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Bright, Debbie	Approved	10/15/2015 - 11:44 AM

**DEVELOPMENT SERVICES
SEPTEMBER MONTHLY REPORT**

BUILDING INSPECTIONS - For the month of September we issued 129 permits with a total work value of \$3,588,679. Of these, 3 were for new homes valued at \$399,000 and 4 were for interior commercial building renovations valued at \$2,573,500.

**Monthly Summary
9/1/2015 – 9/30/2015**

PERMIT TYPE	# ISSUED	WORK VALUE
Building	31	\$3,158,129.00
Demolition	6	\$62,000.00
Electrical	21	\$41,165.00
Mechanical	29	\$184,709.00
Other	9	\$15,300.00
Plumbing	28	\$52,096.00
Sign	5	\$75,280.00
Tent	0	.00
TOTAL	126	\$3,570,979.00

PLANNING AND ZONING – Part of the process of economic development and community redevelopment involves site plan reviews for compliance with local development laws and ordinances. As you know, the city has regulations designed both to beautify the community as part of development (landscaping, signage, etc.) but also to protect both users of a particular development (parking, lighting, etc.) and adjacent land owners (drainage, buffer yard size requirements) Last month the planning and zoning division in conjunction with other city departments reviewed 13 submittals which included 9 site plans and 4 subdivision plats. Additionally, the division reviewed and facilitated 3 zoning cases that included public notifications, research and review and processing for Plan Commission consideration. Two (2) cases are to be heard at the October 5th City Council meeting and the third is to be heard at the October 19th City Council meeting.

NEIGHBORHOOD SERVICES

- Staff continued to prepare special reports for loans that are serviced in the Neighborhood Outreach Division
- Staff began to qualify homeowners for the Residential Rehabilitation program and the Emergency Program
- Staff continued to prepare Environmental for Residential Rehab, potential replacement projects

- Staff prepared for local landmark recommendation for the Monarch Butterfly displayed at Dennis School
- NS Director met with Advanced Disposal about Fall Neighborhood Cleanup to be held in October.
- NS Director met with Grow Decatur and Y105 to assist in Neighborhood Revitalization discussions
- Staff participated in HOME webinar about recent changes to the HOME rule.
- Staff worked with HUD Chicago and Washington DC to identify replacement projects for low-mod benefit compliance
- Construction Project Manager prepared work write-ups with estimates for the CDBG and HOME Rehab Programs.
- Staff attended CONO monthly meeting.
- Single Family Rental monitoring continued, with annual tenant surveys being sent to landlords
- Staff directed certification packages to recertify contractors interested in bidding on federal rehab projects.
- Staff attended HUD Grantee Conference in Chicago.
- Staff submitted MBE/WBE Labor Report
- NSD Director attended CHIC Ribbon cutting/Open House in Wabash Crossing
- Staff participated in Addressing discussion with MIS/Planning and other effected departments
- Staff organized Neighborhood Walks in Fairlawn Neighborhood and Park City Mobile Home Park Neighborhood
- Staff met with Finance and Legal department to discuss Program Income of CDBG Demolitions
- Staff attended the Peace Park Ribbon Cutting at OKO, which included the installation of a Playground
- Staff participated in interviews to hire for the Neighborhood Program Specialist position
- Staff met with City Manager and Legal to continue discussions on Landbanking and Housing projects
- Staff participated in CONO Street Festival event

ECONOMIC DEVELOPMENT– The economic development division had 42 new and separate inquiries in September for possible projects and also had 30 meetings related specifically to ongoing initiatives. We are currently working on 5 separate development agreements for a variety of projects across the city. As of last week, there were 1,055 job listings in the Decatur, Illinois area on indeed.com, one of the leading national job search sites and 7,457 job openings in the Central Illinois region according to one state database.



DECATUR FIRE DEPARTMENT

MEMORANDUM

15-07

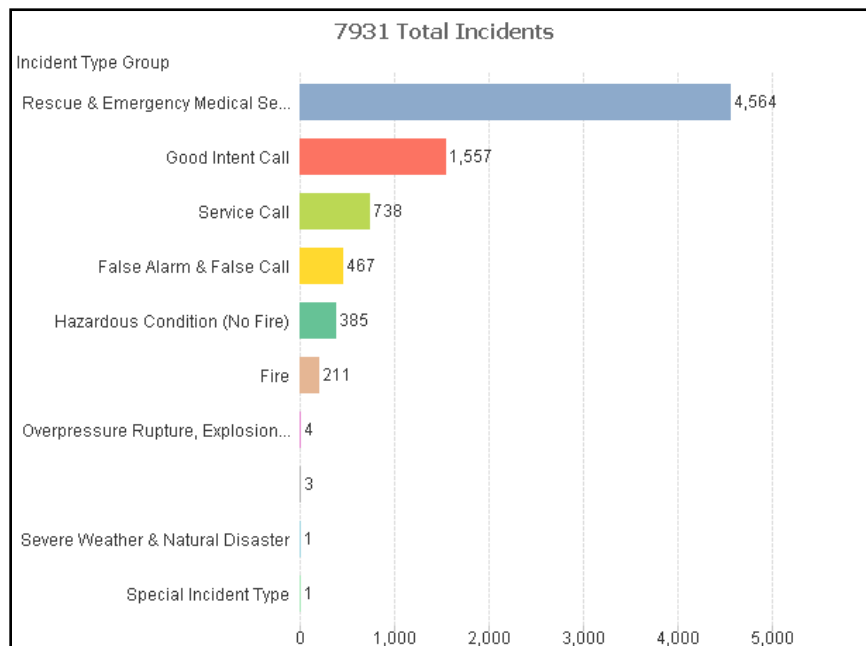
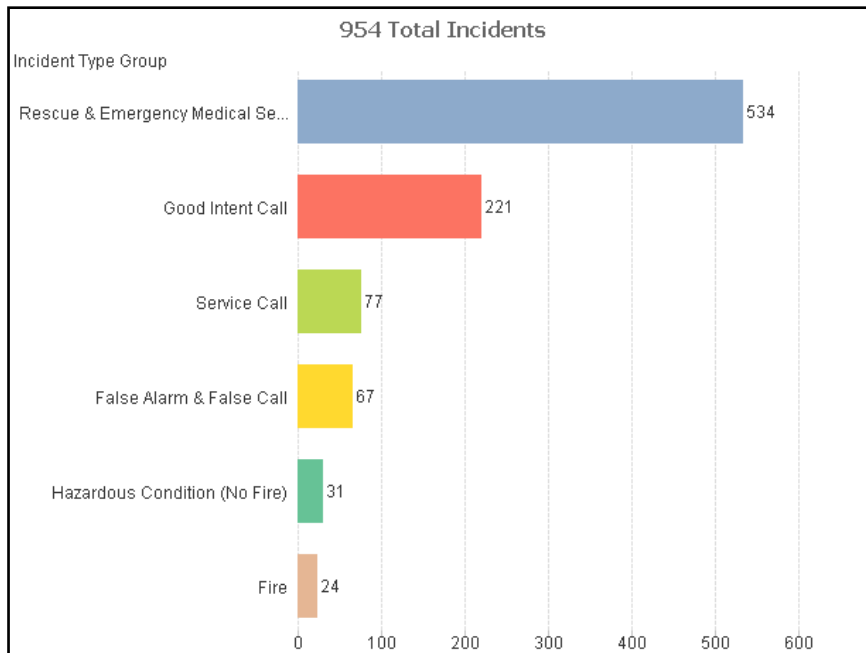
October 8, 2015

TO: Tim Gleason, City Manager

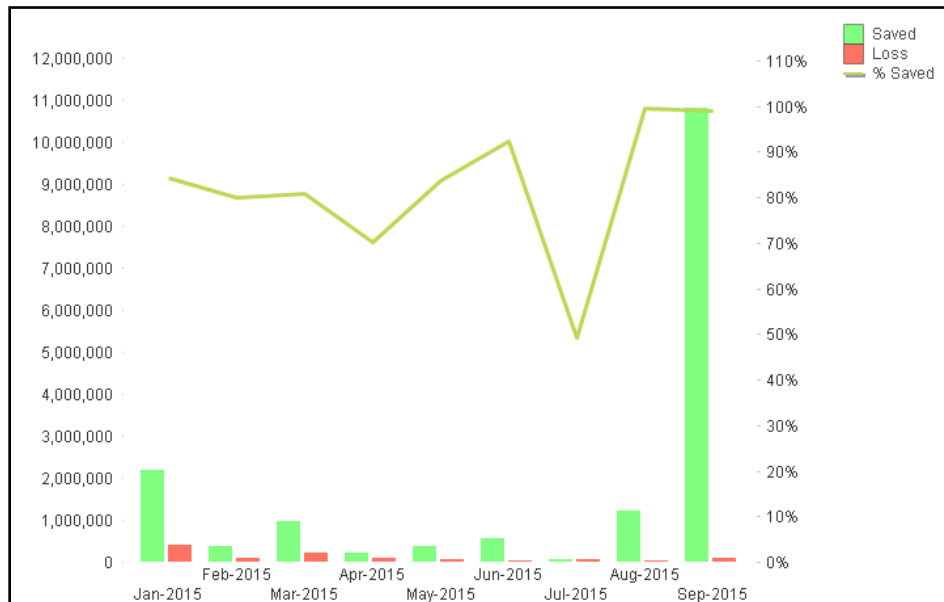
FROM: Jeffrey S. Abbott, Fire Chief

RE: Monthly Report – September 2015

The fire department responded to 954 alarms in the month of September. To date, the department has responded to 7931 alarms. The department is on pace to eclipse 10,000 alarms for the first time in our history. This is a direct result of the various services the department provides the community. The types of alarms are broken down by groups below.



For the month of September, the department saved \$10,794,000.00 worth of property affected by a fire. There was \$102,600.00 in property lost to fire during the month. Two separate fires in a high value building were mainly responsible for the high save amount. The department has saved 94% of the property affected by fire so far this year.



Fire Prevention Activities in September

- 10 Fire Investigations: 4 Accidental 2 Incendiary 4 Undetermined
- 22 Plan Reviews
- 30 Inspections or Re-Inspections
- 17 Key Box Installations or removals
- 1 Occupancy Load Consultation
- 3 Fire Drills @ local businesses
- 2 Complaint Investigations
- 2 Fire Extinguisher Classes
- 2 Fire Safety Presentations
- 2 Fireworks Site Inspections
- 3 Hours of FF Survey for 701 & 702
- 3 Days of Fire Investigator Conference Classes for 701 & 702
- 1 Juvenile Fire Setter Intervention
- 1 Annexation Informational
- 8 Hours of Fire safety House Manning at ADM Family Safety Day

Monthly Training for September

- Two probationary firefighters are currently attending IFSI Fire Academy.
- Five firefighters attended Structural Collapse Operations at IFSI.
- Department-wide training was conducted on using a stokes basket and removing a victim from an elevated position with the Tower 1 basket.
- Fire Officer training was a web-based presentation by Fire Engineering “Step Up and Lead”.
- Tours were conducted at the Dredging operation, ADM West Refinery, and Caterpillar Plant.
- Company training was conducted on RIT Activation and removal. Preplan tours are ongoing.
- A joint Hazardous Materials exercise was conducted with Tate & Lyle at their facility.

DEPARTMENT OF MANAGEMENT SERVICES
Monthly Report of Priorities and Projects
Fiscal Year 2015
September 2015

Highlights for this month include:

City Clerk's Office

- Preparing agendas, packets and minutes for City Council meetings, including a special meeting;
- Processing and releasing 20 Freedom of Information Act (FOIA) requests; and
- Issuing three (3) Class "P" liquor licenses, as well as two (2) temporary liquor licenses;

Human Resources Division

- Facilitating the hire and promotion of employees, including eleven Police Patrol Officers;
- Facilitating the monthly meeting of the City's Civil Service Commission;
- Completing the City's biennial EEO-4 report for the federal EEOC; and
- Finalizing the FY-2016 Human Resources Division budget;

MIS Division

- Deploying the Virtual Desktop Infrastructure (VDI) in Risk Management;
- Migrating to 1) a new MUNIS server, 2) SQL Server 2013, and 3) a virtual server for FASTER;
- Working to gather data for a full charge analysis for City phone and data plans;
- Specifying GIS needs for the AECOM contract for US EPA related work;
- Presenting on GIS' Impervious Surfaces project at the Illinois GIS Association conference;
- Attending VMWare Fast Track training for the Version 6 upgrade; and
- Upgrading all 45 City servers to the most recent Windows Updates;

Mass Transit System

- Meeting with Alpha Omega to discuss implementing better internal controls and accountability;
- Making special service arrangements for three local events requiring mass transportation;
- Meeting with an FTA grants manager for information and clarity on grant reporting;
- Meeting the Director and staff of the Convention and Visitors Bureau; and
- Presenting a paratransit rider's guide policy for staff review, with the goal of eventual publication;

Director's Office

- Preparing for reorganization of MIS to incorporate the CAD Coordinator position from Police;
- Participating in an AFSCME labor-management meeting;
- Participating in a contract mediation session with the PBPA labor committee;
- Meeting with event sponsors for use of Central Park on September 11, 2016;
- Preparing for 2015 management employees' performance reviews;
- Attending the ribbon cutting ceremony for Crossing Healthcare's new facility; and
- Participating in the interviews for the Personnel Specialist position.

DECATUR ILLINOIS POLICE DEPARTMENT

**TO: Mayor Julie Moore
City Council Members
City Manager Tim Gleason**

FROM: James E. Getz, Acting Chief of Police

RE: September 2015 Monthly Report

STAFFING

Sworn Police Officer Staffing

The Decatur Police Department has 164 authorized sworn police positions. At end of September 2015, staffing was at 163. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Police Chief	1	1	1
Deputy Chief	3	3	3
Police Lieutenant	5	5	5
Police Sergeant	17	17	17
Police Patrol Officer	138	138	137
TOTAL	164	164	163

Civilian-Non Sworn Police Staffing : 9

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Administrative Secretary	1	1	1
Senior Crime Analyst	1	1	1
Crime Analyst	1	1	1
Sr. Clerk Typist	1	1	1
Records Supervisor	1	1	1
CAD Coordinator	1	1	1
ECS/Records Clerk	1	1	1
Part-time FOIA Officer	2	2	2
Total	9	9	9

Emergency Communications/Dispatch Staffing

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Communications Center Mgr	1	1	1
Supervisor	3	3	3
ECS Level III	23	19	18
<u>ECS Level II</u>	<u>1</u>	<u>1</u>	<u>1</u>
Total	28	24	23

The communications center manager is projecting 61 (4- hour) slots of overtime in August.

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	2	23
Directed Patrols	42	415
Active Problem Oriented Policing Projects	2	18
Completed Problem Oriented Policing Projects	0	0
Parking Citations	73	709
Criminal Arrests	503	4134
Felony Drug Arrests	28	161
Firearms Seized	2	63
Traffic Citations	735	6733
Field Interviews	99	742
Written Warnings	471	3704
Illegal Sound Amplification Arrests	0	0
Calls for Service/CAD incidents	4962	45491
Unlawful use of Motor Vehicle tows	145	1257
Driving Under the Influence Arrests (DUI)	37	326
DUI involving accidents	5	70
Fatal Accidents	0	6
Traffic Accidents	253	2109
Accidents with Personal Injury	57	362

City Ordinances

The Decatur Police Department made 28 Ordinance arrests during the month of August; YTD total is 272

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	181 grams	78,244 grams @ \$10-gram	\$ 782,440
Cocaine-Powder	141 grams	5003 grams @ \$100-gram	\$ 500,300
Cocaine-Crack	18 grams	287 grams @ \$100-gram	\$ 28,700
Heroin	13grams	154grams @ 300-gram	\$ 46,200
Ecstasy	9 hits	2865@ 20 hit	\$ 57,300

Meth	0grams	77 grams @ 100-gram	\$7,700
------	--------	---------------------	---------

Criminal Arrests: 65	YTD: 513
Search Warrants: 7	YTD: 70
US Currency Seized: \$23,626	YTD: \$227,278
Firearms seized: 5	YTD: 29
Vehicles seized: 4	YTD: 8
Interdiction Drug Arrests: 18	YTD: 95
Interdiction Wanted Persons Arrests: 0	YTD: 0
Interdiction Narcotic Seizure: 16	YTD: 80
Interdiction weapons seized: 2	YTD: 5
Interdiction Currency Seizure: \$19,416	YTD: \$54,587

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 221	YTD: 1621
Cases closed/resolved: 144	YTD: 855
Criminal Arrests: 75	YTD: 532
Homicides: 1	YTD: 7
Infant Death Investigations: 0	YTD: 1
Suicide Detective Investigations: 0	YTD: 3
Missing person Investigations: 11	YTD: 32
Computer forensic Exams: 31	YTD: 286
Sex Offenders Registered: 66	YTD: 549

A Detective has been assigned to the US Marshals Service Task Force, with a yearly review between the US Marshals Service and Decatur Police Administration to ensure effectiveness. This partnership allows for quicker apprehension of fugitives within the Decatur/ Macon County region and also allows for more government resources in the pursuit of major fugitives.

Fugitive Arrests: 33	YTD fugitive arrests: 290
----------------------	---------------------------

Freedom of Information (FOIA)

The Professional Standards Unit received 212 Freedom of Information Act requests for the month; 1278 total requests YTD in 2015.

**Public Works Department
Monthly Activity Report
August 2015**

Engineering:

Union Street Sewer Rehabilitation: The project is completed. Final paperwork is being completed.

Franklin Street Streetscape Improvements: This project is completed.

2015 Street Improvement Projects: Each year Engineering rates half of the City's streets as part of planning the street project. This project was awarded to Dunn Company on August 3, 2015, work began the week of August 10 to raise utilities on Franklin Street, Mound Road, and Arbor Drive.

Sewer Televising: 9,665 feet of sewers were televised. 22 special inspections / investigations were performed. 148 manholes were inspected.

Contract Sewer Cleaning: 4,000 feet of sewer was cleaned.

**Municipal Services Division
Monthly Activity Report
August 1, 2015 – August 31, 2015**

TASKS	QUANTITIES	MANHOURS	ADDITIONAL INFORMATION
Violation Mowing – Neighborhood Standards	68 each	258.50 hrs.	
Violation Weed & Brush Abatement – Neighborhood Standards	22 each	1,135.50 hrs.	
Parking Tickets Issued Downtown	346 each	N/A	
Cars Booted	16 each	N/A	
72 Hour Cleanups	41 each	182 hrs.	

Alleys Graded	34.836 ft.	101 hrs.	
---------------	------------	----------	--

Public Works Department
Monthly Activity Report
September 2015

Engineering:

Union Street Sewer Rehabilitation: Cleaning of the sewer continued in preparation for grouting and lining work planned to begin in February.

Franklin Street Streetscape Improvements: Electrical work was completed on the east side of Franklin. Light poles were installed and are functioning. The project is on hold for the winter and is planned to resume in the spring.

2015 Street Improvement Projects: Each year Engineering rates half of the City's streets as part of planning the street project. To date, street rating is approximately 40% completed.

Sewer Televising: 12,590 feet of sewers were televised.

Contract Sewer Cleaning: 3,038 feet of sewers were cleaned.

Municipal Services Division
Monthly Activity Report
September 1, 2015 – September 30, 2015

TASKS	QUANTITIES	MANHOURS	ADDITIONAL INFORMATION
Potholes	1,569 each	225 hours	
Violation Mowing/Neighborhood Standards	81 each	236 hours	
Violation Weed & Brush Abatement/Neighborhood Standards	20 each	604 hours	
Traffic Lines Painted	28,995 lineal feet	N/A	
Parking Citations Issued Downtown	399 each	N/A	
Derooting	31,645 lineal feet	152 hours	

Department of Water Management
September 2015
Monthly Report

Annual Water Main Replacements: Burdick Plumbing & Heating continued replacing 6,840 feet of rapidly deteriorating water main on St. Louis Bridge Road and portions of the Forest Crest subdivision.

Corley Landfill Conversion to Bioenergy Crop Production: Last year Lake Decatur dredged sediment was trucked and spread over the former Corley Landfill site. Bioenergy plants were successfully established this summer. The project will be completed this year.

Energy and Water Efficiency Services Agreement: Johnson Controls continued to complete installing HVAC energy efficiency improvements at City facilities. 96.8% of the 31,399 water meter replacements and upgrades have been completed (including 1,352 inactive customer accounts). Lighting efficiency improvements, South Water Treatment Plant SCADA upgrades and the advanced water metering infrastructure system have been completed.

Lake Decatur Dredging Basins 1 through 4: Great Lakes Dredge & Dock continued dredging the Big Creek area of Basin 1. Oakley sediment storage basin rehabilitation work also continued. Since dredging began in November 2014, 20% of the 10,736,733 cubic yards of sediment to be removed has been dredged from the lake.

Lake Decatur Landscape Maintenance: Clean Sweep Tree Service completed this year's tree and brush removal project at Lake Shore Drive and the US 51 Bridge over Lake Decatur in August. Staff received numerous positive comments from the public regarding this project.

Lake Services: Staff continued routine boating season activities, mowing operations and made repairs to the drainage system at the Oakley Sediment Basin along Angle Crossing Road.

Nelson Park Basin Marina Management: Last year a joint City/Park District Marina Management Request for Qualifications (RFQ) was issued. Qualifications were received from two firms that were interviewed by City, Park District and Edgewater Resources staff. Based on the interviews, a recommendation will be made to the City Council and Park District Board this year on how to best manage marina operations for the long term.

South Water Treatment Plant Concrete Replacement: This project will replace deteriorating concrete at several locations at the plant. One bid was received in August. Due to the significantly higher than estimated bid price, it was decided to let the bid expire. The project will be rebid in the spring of 2016.

Water Distribution System Hydraulic Model and Master Plan Updates: This project was completed by Strand Associates in July.

Water Distribution System Leak Detection Survey and Repair: This year's survey by ADS LLC and repair by City staff was completed in September. The project report scheduled for completion in October.

Water Production: Due to ample watershed runoff, Lake Decatur was maintained at an average level of 98.8% full for the month. 623.17 million gallons of potable water were pumped to customers which was an 8.08% increase compared to September 2014. Semiannual preventative maintenance of the South Water Treatment Plant clarifiers began.

Water Services: Staff repaired 3 water main breaks, inspected 10 water control valves, completed 1,152 billing service orders and 60 distribution system service orders.

William Street & South Water Treatment Plant Reservoir Rehabilitation: Staff reviewed inspection and preventative maintenance budget estimates from two firms to assist with the preparation of a request for proposals and qualifications to be issued for the project later this year.

For questions regarding these items contact Keith Alexander, Director of Water Management, at 424-2863 or kalexander@decaturil.gov.

cc: Randy Miller, Water Services Manager
Jerry Stevens, Engineering Services Coordinator
Don Giger, Water Production Operations Supervisor
Randy Weaver, Water Production Maintenance Supervisor