Monday, October 7, 2024
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

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

III. Approval of Minutes

Approval of Minutes of September 16, 2024 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Authorizing the City Manager to Execute the Collective Bargaining Agreement Regarding Pay, Benefits, and Work Conditions between the Decatur Police Benevolent and Protective Association Labor Committee and the City of Decatur
2. Resolution Authorizing Intergovernmental Agreement between the City of Decatur, Illinois and Primary Products Ingredients America LLC Regarding Employee, Contractor Use and Transit Fares
3. Resolution Authorizing City Manager to Negotiate Terms and Execute an Intergovernmental Agreement between the Sanitary District of Decatur, IL and the City of Decatur, IL for the Installation of Fiber Conduit under Lake Decatur at Lost Bridge Road
4. Resolution Authorizing Acceptance of other Associated Costs to Install Fiber Conduit Under Lake Decatur at Lost Bridge Road
5. Ordinance Creating City Code Chapter 51.6 - Municipal Gas Use Tax
6. Ordinance Amending City Code Chapter 52 - Alcoholic Liquor
7. City Manager Update
8. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should

be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.

A. Ordinance Annexing Territory Lot North of 2210-2298 Deer Run Court
B. Ordinance Annexing Territory 2210 Deer Run Court
C. Ordinance Annexing Territory 2220 Deer Run Court
D. Ordinance Annexing Territory 2240 Deer Run Court
E. Ordinance Annexing Territory 2260 Deer Run Court
F. Ordinance Annexing Territory 2280 Deer Run Court
G. Ordinance Annexing Territory 2298 Deer Run Court
H. Ordinance Annexing Territory 2202 Deer Run Court
I. Ordinance Annexing Territory 2201 Deer Run Court
J. Ordinance Annexing Territory 2215 Deer Run Court
K. Ordinance Annexing Territory 2225 Deer Run Court
L. Ordinance Annexing Territory 2245 Deer Run Court
M. Ordinance Annexing Territory 2265 Deer Run Court
N. Ordinance Annexing Territory 2285 Deer Run Court
O. Ordinance Annexing Territory 2295 Deer Run Court
P. Ordinance Annexing Territory 3268 South Kathy Court
Q. Ordinance Annexing Territory 3258 South Kathy Court
R. Ordinance Annexing Territory 3248 South Kathy Court
S. Ordinance Annexing Territory 3228 South Kathy Court
T. Ordinance Annexing Territory 3202 South Kathy Court
U. Ordinance Annexing Territory 3135 Turpin Road
V. Ordinance Annexing Territory 3320 East Fitzgerald Road
W. Ordinance Annexing Territory 3244 Greenview Drive
X. Ordinance Annexing Territory 3050 Lakeland Road
Y. Ordinance Annexing Territory 2254 Mesa Drive
Z. Ordinance Annexing Territory 3077 Turpin Road
AA. Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Landmark Ford Inc. for State of Illinois Contract #Boss-B-37575 for Three (3) Ford Electric SUVs
AB. Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Master's Transportation Inc. for State of Texas Contract #230204, for One (1) ADA Ford Transit Van and One (1) ADA Pacifica Van
AC. Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Altorfer, Inc for BidBuy Contract for One (1) CAT 265-05 Compact Track Loader
AD. Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Morrow Brother's Ford Inc. for State of Illinois Contract 21-416CMS-Boss4-B-21143 for One (1) F250 Work Truck, One (1) F350 Heavy-Duty Work Truck, and Two (2) Hybrid F-150 Work Trucks

AE. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Culy Contracting LLC for 2024 Manhole Rehabilitation Project, City Project 2024-14

AF. Ordinance Approving the Closure of Various Streets and Alleys in the Wabash Crossing Neighborhood

AG. Resolution Accepting the Quote of Traffic Safety Warehouse for the Purchase of Traffic and Safety Barriers

AH. Resolution Authorizing Street Lighting in the Wabash Crossing Neighborhood

AI. Resolution Accepting the Bid Price from Homer Tree Care for Tree Removal in Various Locations

AJ. Resolution Accepting the Bid Price from JT's Tree Service for Tree Removal in Various Locations

AK. Resolution Accepting the Bid Price from HD Trees, LLC for Tree Removal in Various Locations

AL. Ordinance Adding Territory to Enterprise Zone and Approving the Amendment of the Enacting Ordinance and Intergovernmental Agreement Industrial Corridor Additions

AM. Resolution Approving Appointment - Firemen's Pension Fund Board of Trustees

AN. Resolution Approving Appointments - Library Board of Trustees

AO. Resolution Regarding Halloween Trick or Treat Hours

AP. Resolution Authorizing Payment to Central Square for Software Maintenance Fees

AQ. Resolution Authorizing Action Regarding Unsafe Structures

AR. Resolution Designating Honorary Street Name in Honor of the Late Dr. John C. Ellis

AS. Resolution Designating Honorary Street Name in Honor of Jerry Pelz

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of September 16, 2024 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of September 16, 2024 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, September 16, 2024

On Monday, September 16, 2024, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Tim Gleason attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

City Manager Gleason read a proclamation proclaiming September 18, 2024, "Pit Hopkins Syndrome Awareness Day" in Decatur.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Verlyn Rosenberger, Bret Robertson, Ayn Owens, Linda Little and Cary Peters.

Council members responded to citizens' comments.

The minutes of the September 3, 2024, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members David Horn, Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory and Mayor Moore Wolfe voted aye. Councilman Kuhle voted present. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for New Business.

City Manager Gleason presented the Treasurers' Financial Report.

Ms. Ruby James, Director of Finance, provided a brief update on the budget.

R2024-298 Resolution Authorizing Property and Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2024 to October 1, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Ms. Ruby James, Director of Finance, gave a brief overview of agenda items one through nine as they all related to insurance coverage.

Mr. Ted Miller with Gallagher Insurance answered questions from Council members regarding deductibles.

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

R2024-299 Resolution Authorizing Auto Inland Marine Lot Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2024 to October 1, 2025, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2024-300 Resolution Authorizing Excess Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2024 to October 1, 2025, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2024-301 Resolution Authorizing Property Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2024 to October 1, 2025, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2024-302 Resolution Authorizing Excess Workers Compensation Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2024 to October 1, 2025, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2024-303 Resolution Authorizing Equipment Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2024 to October 1, 2025, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2024-304 Resolution Authorizing Cyber Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2024 to October 1, 2025, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2024-305 Resolution Authorizing Crisis Protection Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2024 to October 1, 2025, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2024-306 Resolution Authorizing Amendment Number 4 to the Management and Professional Services Agreement between the City of Decatur, Illinois and Everside Health, LLC, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Ms. Ruby James, Director of Finance, gave an overview of the healthcare clinic and answered questions from Council members about partnering with other agencies to use the clinic.

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

R2024-307 Resolution Authorizing the Adoption of the Macon County Multi-Hazard Mitigation Plan, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Gleason gave a brief overview of the Resolution and answered questions from Council members regarding the mitigation plan.

Mr. Bret Robertson provided comments to the Council about carbon sequestration.

Council members responded to Mr. Robertson’s comments.

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

City Manager Gleason presented the City Manager Update and told Council members that amendments to the city code affecting video gaming will be on the October 7, 2024, City Council agenda for Council consideration.

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

2024-116 Item A. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way- 100 Block of Merchant Street - Northeast Community Fund - Farm to Fund

Item B. Receiving and Filing of Minutes of Boards and Commissions

R2024-308 Item C. Resolution Approving Reappointments - City Plan Commission

R2024-309 Item D. Resolution Approving Reappointments - Zoning Board of Appeals

R2024-310 Item E. Resolution Approving Reappointment - Firemen's Pension Fund Board of Trustees

2024-117 Item F. Ordinance Annexing Territory 2943 South Wheatland Road

2024-118 Item G. Ordinance Annexing Territory 2941 Turpin Road

R2024-311 Item H. Resolution Authorizing a Local Public Agency Agreement with the State of Illinois to Improve 27th Street, City Project 2024-11

R2024-312 Item I. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for 2024 Local Motor Fuel Tax Street Improvement Project, City Project 2024-25

R2024-313 Item J. Resolution Authorizing a Professional Services Agreement with Clark Dietz, Inc. to Provide Design Engineering Services for the South Taylorville Road Water Main Replacement Project, City Project 2024-16

2024-119 Item K. Ordinance Vacating Public Right-of-Way - 1300 Block of North 23rd Street, Alley South of East Locust Street between 22nd Street and 23rd Street and the South Half of the 1300 Block of North 24th Street

2024-120 Item L. Ordinance Rezoning Property from R-3 Single Family Residence District to B-2 Commercial District – 2192 East Wood Street

R2024-314 Item M. Resolution Authorizing the Execution of an Agreement with S. Shafer Excavating for the Demolition of 130 N. Edward St

R2024-315 Item N. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 1255 E. Prairie St

2024-121 Item O. Ordinance Amending City Code Chapter 7 Officers and Employees Generally

2024-122 Item P. Ordinance Amending City Code Chapter 56 Refuse and Recyclables Removal

2024-123 Item Q. Ordinance Amending City Code Chapter 70.2 Registration of At-Risk Properties

R2024-316 Item R. Resolution Authorizing Purchase of Tyler Technologies Software and Reallocating Funds Budgeted for Time and Attendance System Purchase

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

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

Council members thanked the Decatur Police Department for their work with a recent school threat and discussed ADM's carbon sequestration CO2 leak.

There being no Other Business, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the Regular Council meeting be adjourned, seconded by Councilman Culp and on call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:39 p.m.

Approved _____
Kim Althoff
City Clerk

DATE: 10/4/2024

MEMO: 24-44

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Shane Brandel, Chief of Police

SUBJECT: Approval of the 2025-2028 collective bargaining agreement between the PBPA-LC and the City of Decatur.

SUMMARY RECOMMENDATION: It is the recommendation of the staff that the resolution be approved.

BACKGROUND: See Attached Staff Report.

STAFF REFERENCE: Shane Brandel, Chief of Police, sbrandel@decaturil.gov, 217-424-2745

ATTACHMENTS:

Description	Type
Staff Report	Executive Summary
Resolution Letter	Resolution Letter
DPD Proposed CBA	Backup Material

STAFF REPORT

To:	Mayor Julie Moore Wolfe City Council Members
From:	Tim Gleason, City Manager Shane Brandel, Chief of Police
Subject:	Council Resolution Authorizing Execution of the PBPA Collective Bargaining Agreement

BRIEFING ITEM

RECOMMENDED ACTION:

Approve modifications to the collective bargaining agreement between the City and the Decatur Police Benevolent & Protective Association Labor Committee (PBPA-LC), the Union representing most Decatur police officers. The proposed modifications were ratified by a vote of the Union membership in October 2024.

BACKGROUND:

The current collective bargaining agreement (CBA) between the City and the PBPA-LC was originally ratified and approved by the Union in August 2021 and by the City Council in September 2021. The City and the Union agreed to a one-year extension of the CBA in September, 2022. The current CBA has an expiration date of December 31, 2024.

The leadership teams of the Decatur Police Department and the PBPA-LC had a strong mutual desire to work through the contract negotiations in a different way than has been done in the past. This desire was to expedite the process and avoid the negative side-effects of working on an expired contract. Both leadership teams were keenly aware of challenges facing urban police departments across the area, state, and nation. It did not serve the best interests of the department or the city to engage in a negotiation process that was unnecessarily long and didn't recognize and address the key issues facing the department.

Due to the mutual desire to make a real attempt at agreeing to a successor collective bargaining agreement prior to the expiration of the current agreement, the PBPA-LC leadership and DPD leadership began discussions on what such an agreement would look like several months ago. These discussions allowed both sides to work together to better understand what was needed in order to continue moving forward in a positive way, provide competitive pay, benefits, and working conditions and find common ground on an agreement that was good for everyone.

Some of the significant issues that could not be ignored were the continued challenges in recruiting and retention, staffing, and outside agency competition. Although these are just a few issues, they are significant and have an incredible impact on departmental operations and the services the department can provide our community. Through mutual respect and dedication to the mission of the department, the PBPA-LC and the City came to an agreement, which was approved by the union membership.

Highlights of the proposed CBA are as follows:

1. Residency. Provides a residency requirement of 50 miles from the city limits. This issue is among the most significant when it comes to recruiting. DPD is competing with all of the central Illinois police departments, often for the same pool of candidates. Residency requirements of decades past are an antiquated model and for a variety of reasons serve as a hinderance to recruitment and retention. The requirement in this agreement provides a reasonable residency limit and serves to help the department in recruiting and retention of officers.
2. Provide wage increases as follows: 2025 – 7%, 2026 – 3%, 2027 – 3%, 2028 – 3%. In addition, this proposal eliminates Step 1 of the former wage schedule, which was a step meant for officers in basic training. The new starting wage is now the Step 2 wage, which an officer would have achieved after six months of service. This wage schedule recognizes the need to provide pay increases to officers, not only to serve as fair compensation for their work, but also to be able to compete with surrounding police departments. The first year 7% increase, and the elimination of Step 1, is designed to close the gap between the DPD wages and the higher wages of surrounding urban agencies. Again, this enhances the ability of the department to recruit new officers and retain officers that may look to leave for a higher paying agency.
3. All other changes to the CBA are minor operational changes that reflect current operations or are minor changes designed to better accommodate the current work schedule of the patrol division.

As mentioned previously, this agreement is not the product of standard contract negotiations. It is the result of a mutual respect between the PBPA-LC and the DPD Administration. It is also a result of a mutual understanding that in order for the department to achieve the outcomes it desires, it has to be able to recruit, retain and compete. Both parties agree that this CBA is a significant step in the right direction and is a “win-win” for the department and the City.

RESOLUTION NO. R2024-_____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT REGARDING PAY, BENEFITS, AND WORK CONDITIONS BETWEEN THE DECATUR POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION LABOR COMMITTEE AND THE CITY OF DECATUR

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

Section 1. That the modifications to the Collective Bargaining Agreement presented to the City Council herewith between the City of Decatur, Illinois and the Decatur Police Benevolent and Protective Association Labor Committee for pay, benefits and working conditions effective January 1, 2025 through December 31, 2028 be, and it is hereby, received, placed on file and approved.

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

PRESENTED, PASSED, APPROVED and RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

Collective Bargaining Agreement

between the

DECATUR POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION LABOR COMMITTEE

and the

CITY OF DECATUR, ILLINOIS

January 1, 2025

through

December 31, 2028

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MEMORANDUM OF UNDERSTANDING

DECATUR POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION LABOR COMMITTEE

CITY OF DECATUR, ILLINOIS

This Agreement is entered into between the City of Decatur, Illinois, hereinafter referred to as CITY and, Decatur Police Benevolent and Protective Association Labor Committee, hereinafter referred to as UNION, the same being signed on behalf of the City by its City Manager and on behalf of the Union by its President.

ARTICLE 1

GENERAL

Section 1. This Agreement is entered into for the purpose of promoting harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and to promote the morale, rights, privileges and well being of the employees of the Classified Police Service setting forth the mutual understanding of the parties as to the wages, hours and other terms and conditions of employment for whom the employer has recognized the Union as the exclusive bargaining representative.

Section 2. All persons in the Classified Police Service shall regard themselves as employees of the public and are to be governed by the highest ideals of honesty and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the public which employs them and which they serve.

Section 3. The City recognizes the Union as the sole and exclusive bargaining representative for all permanent, full-time Police Patrol Officers and Police Sergeants in the classified police service for the purpose of bargaining with respect to salaries, wages, hours and conditions of employment. The Union expressly acknowledges that it is not the bargaining agent for the positions of Lieutenant, Deputy Chief and Police Chief, said positions having duties and responsibilities that are supervisory in nature and different from those of Patrol Officer or Sergeant and the job descriptions, with the effective dates thereof, of Lieutenant and Deputy Chief being attached hereto, and the Union further acknowledges that occupants of said positions are not subject to the terms and conditions of this Memorandum of Understanding nor are the responsibilities thereof subject to any duty to bargain.

Section 4. Notice. All notices to the Union referenced in the Collective Bargaining Agreement shall be given to the Union President or a member of the Union Executive Board, and

all notices to the City referenced in the Collective Bargaining Agreement shall be given to the Chief of Police, or his designee, and the Assistant City Manager for Administration. The Union shall notify the City in a timely manner of any personnel changes to the Union Executive Board and the Office of the President, and the City shall notify the Union in a timely manner of any personnel changes in the positions of Chief of Police and Assistant City Manager for Administration.

ARTICLE 2

PLACE OF RESIDENCE

Section 1. (a) Persons appointed to positions in the classified police service shall reside within fifty (50) miles of the corporate limits of the City of Decatur. Upon original appointment, an appointee may reside outside said limits but shall be required as a condition of continued employment to comply with said residency requirement no later than ninety (90) days after the completion of said appointee's probationary period.

(b) Officers who are assigned to K-9 duty by order of the Chief of Police shall reside within Macon County, or meet the residency requirement defined in Section 1 (a) of this article, whichever is more restrictive, for the period during which said officers are so assigned.

Section 2. In the event that an employee cannot report for duty at the assigned time, for any reason related to the location of the employee's place of residence if such is not in Macon County, the employee may call an on-duty command officer to request an emergency holiday if the employee has accumulated holiday time sufficient to cover the duty day or time of delay in reporting to work. The request will be granted, if at the time of the request, the affected shift or unit has staffing sufficient to provide police service at the level required by the anticipated workload for that time period.

If, in the opinion of the command officer on duty at the time of the request, the anticipated workload is such that adequate police service cannot be provided with the reduced staffing caused by the employee's inability to report for duty, or if the Department must provide hireback staffing to meet workload requirements, the employee who fails to report to duty will not receive pay for any time away from duty while the workload conditions remain such that the employee's duty status is required.

If the holiday request is denied by the on-duty command officer, the request will be forwarded to the Chief of Police for final pay status determination.

ARTICLE 3

UNION SECURITY

Section 1. Upon written authorization by an employee filed with the Director of Finance thereof, the City shall deduct from the wages or salary of such employee such sum as is

certified by the Treasurer of the Union as initiation fee, assessment, and monthly union dues, which sum so deducted shall be delivered to the Union Treasurer on or before the 15th day of the month next succeeding the month in which such deductions are made. If any employee does not have a check coming to him or such check is not large enough to satisfy said deductions, no deduction shall be made from the wages or salary of such employee for that month.

Section 2. Upon written authorization by an employee filed with the Director of Finance, the City shall deduct from the wages or salary of such employee such sum as is certified by the City or the Treasurer of the Union as premium payment for enrollment in the City or Union dental and/or vision insurance plans. The deductions shall be made on a twice- per-month basis.

Section 3 (a). Although it is agreed that union membership is not a mandatory condition of employment for any employee covered by this Agreement, any employee covered by this Agreement employed before the date of this Agreement, except as provided in sub-paragraph (b) hereof, who has become a Union member or becomes a Union member at any time during the term of this Agreement, shall continue to pay to the Union those dues or fees regularly charged members of the Union in good standing for the life of this Agreement (except as otherwise provided herein for withdrawal of membership).

(b). An employee hired after the date of this Agreement and covered by this Agreement who, after completing thirty (30) calendar days of employment voluntarily joins the Union, shall be subject to the same terms of continued membership as employees in Section 3(a) above.

(c). Every employee who is a member of the Union shall have the right to withdraw from membership with notice to the Union and the City.

Section 4. The Union shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any department of the City for the purpose of complying with the provisions of this Article.

ARTICLE 4

INTERRUPTION OF DUTY

Section 1. While this memorandum is in effect it is understood that there shall be no strike, lock out, slow down, unauthorized absenteeism or interruption of duty or other interference with the efficient operation of the police service.

ARTICLE 5

HOURS OF DUTY AND OVERTIME

Section 1. Hours of duty of employees in the classified police service shall be established so that the average weekly hours of duty in any year other than hours during which

members are summoned to or kept on duty shall not exceed 40 hours. Duty hours shall be served by the use of shifts:

First Shift Patrol (Dayshift): 5:00 a.m. to 5:00 p.m. (early cars) and 7:00 a.m. to 7:00 p.m. (late cars)
Second Shift Patrol (MidShift): 3:00 p.m. to 3:00 a.m.
Third Shift Patrol (Nightshift): 5:00 p.m. to 5:00 a.m. (early cars) and 7:00 p.m. to 7:00 a.m. (late cars)
Street Crimes Unit: 10:00 a.m. to 6:00 p.m., and 6:00 p.m. to 2:00 a.m.
Professional Standards: 7:30 a.m. to 3:30 p.m.

Patrol officers are assigned to a twelve (12) hour workday schedule, commonly known as the Pittman schedule. The Pittman schedule rotates days on/off on a two week/14 day pay cycle. The Patrol Division will consist of three (3) shifts. Each of the shifts are divided into an "A" and "B" squad. One squad will be working while the other squad is on regular time off. Second shift will be filled as staffing allows and at the discretion of the Chief of Police. Assignment of officers to a particular squad is at the sole discretion of the shift commander.

Section 2 (a). Officers may be assigned to a Monday through Friday work schedule for teleserve assignment or position mutually agreed upon by City and Union, at the direction of the Chief of Police.

(b). Employees assigned to the Street Crimes Unit Shifts shall have a regular duty schedule consisting of five consecutive eight hour days, Monday through Friday, or as otherwise agreed to by the Chief of Police and the officers involved. Shift hours for the Street Crimes Unit shall be 10:00 a.m. to 6:00 p.m., and 6:00 p.m. to 2:00 a.m.

(c). The Department, as staffing permits, shall allow officers to be off on holiday and/or vacation leave on each of the shifts listed herein. The denial of holiday and/or vacation leave shall not be arbitrary.

(d). Employees assigned to the Professional Standards Division shall have a regular duty schedule consisting of five consecutive eight hour days, Monday through Friday, during the hours of 7:30 a.m. to 3:30 p.m., or as otherwise agreed to by the Chief of Police and the officers involved.

Section 3. Assignments to the Street Crimes Unit Shifts shall be made by the Chief of Police from a list of volunteers; provided that, if an insufficient number of volunteers are available, the Chief of Police may assign the least senior employees, in the order of increasing seniority, until such shift staffing requirements as determined by the Chief of Police are met.

Section 4. Vacancies on shifts will be filled from a list of officers who request transfer assignments to the shift. Assignments will be made by Department seniority order. The list will be effective for six months from the date of the first posting of the personnel memorandum. A new list will be established during the six month period only if too few officers have requested transfer on the current list to fill immediate vacancies.

Section 5. The Chief of Police may organize the Criminal Investigations Bureau of the Police Service such that the officers assigned thereto are required to report to duty at hours and on days different from those in effect for uniform patrol officers. The Chief of Police, in so doing, shall assign each such employee a regular duty schedule consisting of five consecutive eight hour days, such schedule being either Monday through Friday, Sunday through Thursday or Tuesday through Saturday, with hours to be determined by the Chief of Police. No such employee shall be required to report to duty, other than for emergency call in purposes, earlier than 7:00 a.m. or later than 4:00 p.m., or as otherwise agreed to by the Chief of Police and the officers involved.

Section 6. Authorized overtime served by employees in the classified police service shall be paid subject to the following conditions and exceptions:

(a). The department may make rules not in conflict with this agreement regarding Overtime.

(b). Overtime authorized for training shall be paid for at one and one half the regular rate of pay of the respective employee. Officers shall be reimbursed for travel, lodging, meals and other justified expenses for training outside Macon County in accordance with the practice in effect as of May 1, 1997.

(c). An employee called to duty, as distinguished from an employee who is held over beyond the quitting time of his regular shift, shall receive overtime pay for the authorized time actually served but for not less than a minimum of two hours. When an employee is required to report for duty one hour or less prior to the time his/her regularly scheduled shift commences, he/she will be paid time and one-half for only the actual time worked prior to commencing his/her regular shift.

(d). Overtime shall be earned and computed in five-minute increments and shall be subject to department rules. Each five (5) minute increment shall be equal to one-twelve (1/12) an hour rounded to the tenths position. Example: 20 minutes of overtime shall be equal to 0.3 hours of overtime. Officers working 3-4 minutes past the five (5) minute increment shall have their overtime rounded up to the next higher five (5) minute increment. Example: 8 minutes of overtime would be rounded up to 10 minutes of overtime. Officers working 1-2 minutes past the five (5) minute increment shall have their overtime rounded down to the nearest five (5) minute increment. Example: 12 minutes of overtime would be rounded down to 10 minutes. That is, if any employee works two (2) minutes or less of overtime, no overtime shall be earned and recorded as having been worked; whereas if the employee works three (3) minutes or more of overtime, they will have earned and be recorded as having worked five (5) minutes of overtime.

(e). When an employee is required to attend court commencing at a time other than during his regular shift, said employee shall be paid overtime not less than two hours per day, such overtime to be paid at time and one-half the regular rate of pay of the respective employee for time actually served in court or when an employee is required to attend court commencing at a time during his regular shift and such attendance extends beyond the end of said shift, such shall be considered the same as being held over beyond normal quitting time as provided in sub-paragraph

(d). When an employee is required to attend court one hour or less prior to the time his regularly scheduled shift commences, he will be paid time and one-half for only the actual time served in court prior to commencing his regular shift.

(f). When an employee is recalled to court or required to return to court later in the same day, said employee shall be paid overtime not less than one hour and such overtime shall be paid at time and one-half the regular rate of pay of respective employees.

(g). When an employee is required to attend court commencing on his regularly scheduled days off, while on vacation leave or on holiday leave (when the leave is scheduled thirty (30) days in advance), said employee shall be paid a minimum of four (4) hours at an overtime rate and shall also be paid for all hours spent in court beyond the four (4) hour minimum at an overtime rate.

(h). Officers required to work overtime may elect to receive compensatory leave time in lieu of pay at the rate of one and one-half (1 ½) hours leave for each hour of overtime worked. The election to take compensatory leave time shall be given to the officers shift commander in writing prior to the end of the pay period in which said overtime was worked. Such leave shall be taken at the convenience of the employee and the Department in the same manner that holiday time is taken and shall be taken during the annual period of May 1 to the following April 30 in which it was accrued. If such leave is not taken during said annual period, any and all such time remaining on the books upon the commencement of the last pay period in said annual period shall be purchased by the Employer at the employee's then current rate of pay and the monies deposited by the Employer into the employee's Retirement Health Savings (RHS) account. Upon the commencement of the last pay period in each said annual period such accrued time shall not be available to the employee for cash or time off. Overtime worked during the last full pay period of said annual period and thereafter shall be compensated by pay or compensatory leave during the succeeding annual period of May 1 to the following April 30. Accumulation of compensatory time shall be limited to no more than 80 hours per employee at any given time. Overtime hours worked beyond that shall be paid at the overtime rate, and not eligible for conversion to compensatory time. Officers may request compensation for any accrued compensatory time off at any time. Such compensation shall be made by regular payroll direct deposit on the next full pay period.

All costs associated with services provided by and opinions obtained from the IRS, if any, will be shared equally by the City and the Union.

Section 7. The City may establish a policy by departmental rule that witness fees be claimed by police personnel for court appearances. If such is so established, police personnel when appearing at court shall properly claim said witness fees and upon payment thereof shall pay the same over to the City.

If an employee is subpoenaed concerning a case which involved his work as an employee of the classified police service and said employee is paid a witness fee, that witness fee shall be turned over to the City before the employee will be paid authorized overtime for said appearance.

Section 8. If an employee is required to appear in court outside Macon County on a day he is not regularly scheduled to work, he shall be paid for approved travel time in addition to actual court time, said court time not to exceed 8 hours. The City may, with the mutual agreement of the employee and Chief of Police, reschedule off-duty days so that such out-of-county court appearances fall on regularly scheduled duty days.

Section 9.

(a). General

For the purpose of this contract the term "Hireback" shall be used to designate a process used by the Chief of Police for assigning officers to work overtime for special projects. This does not apply to the general overtime process as delineated in Section 7 of this Article. The hireback process shall be used in assignment of officers for Special Events and Special Departmental Operations, i.e., Rat Packs, DUI Program and Gang Suppression.

(b). Special Event Hireback List

(1) The Chief of Police shall establish a "Hireback Procedure" for assigning officers to work all City of Decatur sanctioned special events. For the purpose of this contract a special event is considered to be sanctioned when approved by the City Manager and the Chief of Police for the deployment of police personnel in a hireback status.

(2) All officers of the Decatur Police Department who have been certified for solo patrol duties shall be eligible for hireback for the staffing of special events. If an officer does not wish to be considered for assignment, he/she may submit a letter to the Chief of Police requesting not to be considered for special event hireback. The Chief of Police may also remove officers from consideration as a result of disciplinary action. In all cases, removal from hireback consideration will remain in effect for a period of one year unless reinstatement is authorized by the Chief of Police.

(3) The designated event coordinator shall distribute an event's sign up sheet to each officer thirty days or more prior to the event. The event coordinator shall assign one slot per officer according to departmental seniority until all requested slots are filled. If slots are still available, the coordinator shall fill these slots based on inverse seniority until all slots are filled.

(c). Special Operations Hireback:

(1) All officers certified for solo patrol duties shall be eligible for assignment to hireback opportunities.

(2) Hireback opportunities will be made known to all eligible officers and assignments shall be made at the discretion of the operation coordinator(s) and based on the officer's suitability for the specific assignment; suitability shall be determined by the performance of said employee during one or more previous such assignments. After one year without selection for an assignment, or upon being informed by an operations coordinator that he/she is not suitable for further

assignment, an employee may request a conference with the Chief of Police and the union president and seek an explanation. The Chief shall meet with the officer involved and the union president within a reasonable time following such request, but the Chief shall retain complete discretion to resolve the matter in the best interests of the Department and said officer's decision shall not be subject to arbitration.

(3) Emergency Response Team operations and general call outs of a shift or department level are exempt from overtime hire-back scheduling and shall be conducted at the discretion of the Chief of Police.

Section 10. Duty Reduction Days: With the 12-hour schedule, members work an additional 4 hours every 2 weeks (84 hours). To accommodate for this additional work time, each officer will be awarded one (1) 12-hour Duty Reduction Day every 6 weeks. Duty Reduction Days will be adjusted / prorated accordingly for members that do not work a full 6-week cycle.

It is agreed that each member will schedule their Duty Reduction Days starting September 1st of each year. The new Duty Reduction Day (DRD) will be implemented in the first full 6-week DRD cycle of the next calendar year. If an officer moves shifts, they will be awarded their DRD pattern based on availability as determined by the shift commander. One 12-hour duty reduction day will be awarded for each six-week period. The members will remain on the same DRD within their rotation pattern. If requested, an individual 12-hour (full day) DRD may be moved at the discretion of the shift commander subject to adequate staffing. The moving of a DRD shall not be denied for arbitrary reasons, however a DRD may only be requested to be moved within 28 days of the date of trade. No officer will be required to select a DRD that falls in between working days. For example, when the officer works their weekend 3-day set, they will not be required to work Friday, take a DRD on Saturday, and then work Sunday. This will not be forbidden if an officer makes such a request, however it will not be required.

Section 11. This section pertains only to uniformed officers in the Patrol Division working the current 12-hour schedule.

When an officer attends a single day training class hosted by an agency or organization other than the Decatur Police Department, regardless of class location, the training "duty" day will end when the scheduled training and any associated travel ends. Officers are not eligible for overtime unless the training and all travel time, if applicable, exceeds 12 hours.

When an officer attends a single day Decatur Police Department sponsored in-service training class, the training "duty" day will end then the training ends. The department may elect to hold training classes for up to 12 hours for those officers working the current 12-hour schedule.

For training that occurs on scheduled days off for an officer, or for training that is two or more consecutive days, the shift commander will work to properly coordinate and adjust the officer's days off and duty hours to accommodate the adjustment while remaining within the normal 84 hours of work per 2-week pay cycle.

ARTICLE 6

SALARIES AND WAGES

Section 1.

(a). The salaries and wages set out in EXHIBIT A for the respective classified positions in the police service represented by the Union shall be effective January 1, 2025.

(b). The salaries and wages set out in EXHIBIT B, for the respective classified positions in the police service represented by the Union shall be effective January 1, 2026.

(c). The salaries and wages set out in EXHIBIT C for the respective classified positions in the police service represented by the Union shall be effective January 1, 2027.

(d). The salaries and wages set out in EXHIBIT D for the respective classified positions in the police service represented by the Union shall be effective January 1, 2028.

Section 2. Those employees in the police service who have occupied position classifications as set out in Exhibit A for not less than five years shall receive longevity pay, in addition to the wages set out in said Exhibit A as provided in section 3 hereof, according to the following schedule:

Employees with not less than 5 years but fewer than 10 years -	2%
Employees with not less than 10 years but fewer than 15 years -	4%
Employees with not less than 15 years but fewer than 20 years -	6%
Employees with not less than 20 years but fewer than 25 years -	9%
Employees with not less than 25 years -	12%

For patrol officers, the additional percentage referred to herein shall be that percentage of a patrol officer's salary at Step (6) or Step (7), as applicable, as shown in said Exhibits A, B, C or D for the applicable year, and shall be paid pro rata biweekly. For sergeants, the additional percentage referred to herein shall be that percentage of a sergeant's salary at Step (2) as shown in said Exhibits A, B, C or D. for the applicable year and shall be paid pro rata biweekly.

Section 3. Those employees in the police service, excluding probationary employees in the field training phase accompanied by a Field Training Officer (FTO), shall receive $.25 per hour in addition to the wage set out in Exhibits A, B, C, and D for each hour worked between 7:00 p.m. and 7:00 a.m. Any employee assigned to the patrol night shift will be paid the shift differential pay for the entire 12-hour shift, regardless of early or late car assignment. Probationary employees in the Field Training phase that involves continuous assignment to a Field Training Officer will receive $.25 per hour in addition to the set wage, regardless of the shift assigned, during the FTO training phase. Upon solo patrol assignment, the employee shift differential pay will coincide with hours worked between 7:00 p.m. and 7:00 a.m.

Section 4. The salary and wage applicable to police patrol officers shall be increased by 10% for such officers who are assigned to the Investigations Bureau by order of the Chief of Police for the period during which said officers are so assigned. The salary and wage applicable to police sergeants shall be increased by six hundred dollars ($600) annually, prorated and payable

biweekly, for such sergeants who are assigned to plain clothes duty in the Investigations Bureau by order of the Chief of Police, for the period during which said officers are so assigned.

Section 5. The salary and wage applicable to police patrol officers shall be increased by 5% for such officers who are designated as Master Patrol Officers by order of the Chief of Police for the period during which said officers are so assigned, per Police Department policy A-11, entitled "Master Patrol Officer Selection Process". The employer agrees to meet and confer with the union regarding minor policy changes, e.g., the addition or deletion of a single evaluation criterion, and the union agrees to waive any right to demand formal mid-term bargaining regarding such minor policy changes.

Section 6. The salary and wage applicable to police patrol officers shall be increased by 5% for such officers who are assigned to K-9 duty by order of the Chief of Police for the period during which said officers are so assigned. An officer assigned K-9 duty shall use the last half hour of each work day (including K-9 training days) to provide the proper care and maintenance of the K-9.

Section 7. There shall be no duplication or pyramiding in the computation of overtime or other premium wages, and nothing in this Agreement shall require the payment of overtime or other premium pay more than once for the same hours worked, except that the K-9 officers are entitled to retain their 5% K-9 pay differential in addition to any other premium pay to which they are entitled.

Section 8. An officer required to work out of classification and instead perform the regular duties of a higher classified rank for a period in excess of five (5) days, but not including any such periods worked for training purposes, shall receive the base rate of pay for said higher rank for all days so worked if such pay is in excess of said officer's current salary.

Section 9. Any officer actively performing the duties of a Field Training Officer shall receive an amount equal to one and one half (1.5) hour's pay at time and one half for each day the officer performs the duties of a Field Training Officer (FTO) with a probationary employee, or with a non-probationary employee being retrained at the direction of the Chief of Police in regards to the patrol function, in excess of 5 working days if detailed documentation of the performance is required. It is understood that the one and one half hour's pay at time and one half is in addition to any overtime pay earned pursuant to other provisions of this contract. No more than one FTO per probationary or non-probationary officer will be eligible to receive FTO training compensation pay during any one work/training shift. A full day for FTO pay for purposes related to this section is considered any day that the FTO and probationary or non-probationary officer work at least 6 hours together.

Section 10. The City shall offer employees the option of participation in the "cafeteria plan", currently offered by the City as permitted by Section 125 of the Internal Revenue Code. Participation by an employee shall be on a voluntary basis. Information regarding said plan will be made available to any officer upon request to the Risk Management Division.

Section 11. Officers recruited from other law enforcement agencies may be paid starting wages equivalent to their previous law enforcement experience, but not to exceed that of

a DPD Officer with five years on the job. All salary step increases will be based on the combined total of experience awarded at the time of hire, not to exceed 5 years, and the number of current consecutive years of service with the police department. All credit for previous service is for full-time employment (no Part-Time credit will be given) and credit given is for completed years of service (no partial year credits). All other benefits allowed under the contract, including longevity pay, will be based on the actual hire date.

Section 12. Officers who recruit a police officer new to the Decatur Police Department shall be entitled to a recruitment bonus of $1,000 per new officer recruited, upon the recruit successfully completing the probationary period. Consistent with this Section, the City's Human Resources Department will establish criteria to identify who is awarded this bonus.

ARTICLE 7

VACANCIES AND PROMOTIONS

Section 1. Vacancies in the classified police service of the city shall be filled and promotions in said service made according to the rules of the Civil Service Commission and applicable provisions of the Civil Service Law for Cities. The City shall notify the Union of any proposed change in the rules of the Civil Service Commission not less than 30 days prior to the consideration and adoption of said change by the Commission.

Section 2 (a). The City agrees to notify the Union of any promotional examinations or any assignment openings, and listed or recommended study materials for such written examination, if any, not less than 45 calendar days prior to the examination or 10 calendar days prior to the filling of the assigned position, as the case may be.

(b). The City shall make all assignments based on articulable facts related to officer performance, experience in the assignment area, work evaluations and seniority. Such facts shall be articulated to any officer applying for an assignment after the assignment has been made, upon written or verbal request for same. An officer may be accompanied by a Union executive board member when learning of the facts regarding such assignment, but said Union executive board member may only listen and observe and may not participate in the discussion.

Section 3. Employees taking Civil Service promotional examinations shall have the right to review the correct answers and their scores on all portions of such examinations in accordance with the rules of the Civil Service Commission, provided that the identity of the individuals grading the oral portions of the examinations shall not be disclosed.

Section 4. The following procedure will govern all promotional processes for Sergeant:

(a). All examinations shall relate to the knowledge, skills and abilities necessary to perform the critical and essential functions of the position applied for. Eligibility for promotion to the position of Sergeant shall be based on:

1) Oral examination 25 points;
2) Written examination 50 points;
3) Evaluation of work record 20 points;
4) Seniority (0.25 points for each year of service to 20 years) 5 points.
5) Military credit may be applied as prescribed by statute.

(b) Oral Examination

The oral examination shall constitute 25 points of the final grade. The oral examination shall consist of ten (10) questions to be determined by the Chief of Police. All applicants shall be given the same ten questions and all questions will be based on the critical and essential job functions for the position of Police Sergeant. Each question shall have a value of 2.5 points with the total value of the examination to be 25 points. There shall be no partial points awarded. Oral interviews shall be audio and video recorded and shall be conducted and graded prior to the giving of the written examination. The candidates shall be notified of their scores on the oral examination prior to being given the written examination. The City shall provide a copy of the video and audio recordings and the correct answers of the oral exam to the candidate if requested within five (5) business days of the final candidate's oral exam at no expense to the candidate or the Union.

(c). Written Examination

The written examination shall constitute 50 points of the final grade. The written examination shall consist of three (3) parts.

The first part shall test English/analytical skills and shall be worth 12.5 points of the overall written exam score. The second part of the exam shall test written communication skills and shall be worth 12.5 points of the overall written exam score. Together, the first two parts of the exam shall constitute 25 points of the overall written exam score, with each part equally weighed.

The third part of the written examination shall test the applicant's knowledge of selected City of Decatur Ordinances and Decatur Police Department Policies and Procedures. This portion of the exam shall consist only of multiple-choice, true/false, and fill in the blank questions. This part of the exam shall constitute 25 points of the overall written exam score.

All parts of the written testing procedure shall be proctored and scored by a third party, to be determined by the City prior to the posting of the promotional opportunity. Once the tests are scored, the results shall be provided to the City's Human Resources Division, in addition to the Union. If requested within five (5) business days of the posting of the written examination results, the requesting candidates shall be provided their answers and the correct answers for the written exam.

The exam proctor must have qualifications equal to a Ph.D. with teaching experience in English Communications.

(d). Evaluation of Work Record.

The work record scoring for this examination shall be based on an average of the employee's three (3) most recent recently completed full-year Civil Service Annual Performance Evaluations, and commendations and reprimands over the four year period of most recent active duty for the employee. Performance Evaluations filed with the Human Resources Division as of the date of posting of the promotional opportunity will be included in work record scoring. For purposes of this subsection, a "full year" is defined as an annual evaluation period in which the employee is absent from duty and/or on restricted duty status no more than 25% of the total time.

Performance Evaluations:	15 points (maximum)
Commendations/Reprimands:	5 points (maximum)
Total Work Record Score:	20 points (maximum)

Performance Evaluation Scoring shall be as follows. Scoring will be based on the following five (5) performance criteria found on the *Civil Service Commission Annual Performance Evaluation Report*:

1. Initiative
2. Quality of Work
3. Job Knowledge
4. Customer Focus
5. Judgment & Decisions

The employee's performance ratings on each of the above 5 criteria will be assigned values in whole numbers from 1 to 15 for each of his or her three (3) most-recent performance evaluations, with 1 for the lowest "Unsatisfactory" rating on each criterion to 15 for the highest "Outstanding" rating. The average value on each criterion will then be calculated using the employee's three most-recent evaluations. All average values will be rounded to the nearest whole number, where fractions of .50 or more will be rounded up. The rounded three-year average value for each criterion will then be assigned "points" as follows: no (0) points for an average value of 1 to 9, one (1) point for an average value of 10 to 11, and three (3) points for an average value of 12 to 15. The points earned for the 5 criteria will then be totaled, and this sum, ranging from a minimum of zero (0) to a maximum of fifteen (15) points, shall constitute the employee's Performance Evaluation score.

Commendations/Reprimands Scoring: Shift reprimands and commendations shall only be considered if issued within the twelve (12) month period ending thirty (30) calendar days prior to the posting of the position. All other commendations and reprimands shall only be considered if issued within the forty-eight (48) month period ending thirty (30) days prior to the posting of the position.

Shift/Division Commendation	0.5 points
Department Letter of Commendation	1.0 points

Community Service Award	1.5 points
Award of Valor	2.0 points
Life Saving Award	2.0 points
Shift/Division Letter of Reprimand	minus 0.5 points
Department Letter of Reprimand	minus 1.0 points
Any Suspension of 1 to 3 days	minus 1.5 points
Any Suspension of four or more days	minus 2.0 points

(e). Seniority Points

Seniority points shall be calculated as of the date of the application deadline.

(f). Military Credit

Persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country shall receive preference for promotion to positions in the classified service in the manner provided in 65 ILCS 5/10-1-16, and as such statutory provision is hereafter amended or re-codified. Such preference shall be in addition that otherwise provided therein and not in lieu thereof.

For purposes of this section, "time of hostilities with a foreign country" shall mean any period of time in the past, present, or future during which a declaration of war by the United States Congress has been or is in effect or during which an emergency condition has been or is in effect that is recognized by the issuance of a Presidential proclamation or a Presidential executive order and in which the armed forces expeditionary medal or other campaign service medals are awarded according to Presidential order.

A person taking the promotional examination who qualifies under applicable provisions of the statutes of the State of Illinois for a military preference, in order to receive such preference, shall request in writing that he or she be granted such preference and shall at the same time submit proof of military service in such form as shall be applicable. The written request for the preference and the proof of military service shall be submitted to Human Resources by the application deadline.

(g). Education Credit

Persons who have earned a university or college degree or completed credit hours at an accredited institution of higher learning such as a university, college or junior college shall receive preference for promotions to positions in the classified service in the same manner as such preference is awarded for military service and in the amounts set out herein:

Associates degree, or sixty (60) college credit hours	2.5 points
Bachelors degree	5.0 points

Five (5.0) points is the maximum total number of points that may be awarded.

The written request for, and proof of, education credit shall be submitted to Human Resources by the application deadline.

(h). Eligibility to take the sergeants examination requires that the police officer must have worked seven (7) years as a sworn officer as of the date of the application deadline. Five (5) years must be consecutive years served with the Decatur Police Department immediately preceding the application deadline. Up to two (2) years of previous service as a full time sworn officer with Decatur Police or in another jurisdiction will be counted towards the seven (7) years.

(i). Violations of the application of the express provisions hereof may be grieved and arbitrated pursuant to Article 20, and the remedy for any such violation may include the adjustment of an applicant's placement on the promotional list. It is agreed, between the City and the Union, that any challenges to the correctness of any question or questions shall be determined in the following manner:

Any officer who wants to challenge his or her answer or score on any portion of the promotional exam shall provide in writing a challenge to any specific question or questions to the Administrative Operations Deputy Chief, or designee, within fifteen (15) business days of the posting of the results of the portion of the exam/score in question. The challenging officer shall be afforded the opportunity to meet with the Administrative Operations Deputy Chief, or designee, within five (5) business days of the challenge to remedy the challenge. If the officer is still not satisfied with the results, the officer shall within five (5) business days of that decision notify the Administrative Operations Deputy Chief, or designee, in writing that he or she would like the issue resolved by a three person arbitration panel. The panel shall consist of the Chief of Police or designee, Union President or designee and a third party to be determined by agreement between the City and Union Executive Board. The decision of the panel shall be final.

All challenges to questions utilized in the testing process shall be determined on the basis of the operational policy or procedure utilized in the Department at the time the test was given.

ARTICLE 8

REDUCTION IN PERSONNEL

Section 1. When the number of persons authorized to a position classification in the classified police service is reduced, the employee with the least seniority in such position classification shall be the first to be reduced in rank or removed from the service if no reduction in rank is possible. When the number of persons authorized to the classified police service is reduced, the employee with the least seniority in the classified police service shall be the first to be removed from the service.

A person reduced in rank shall receive the salary of the reduced rank. A person removed from service shall be considered furloughed without pay. If any position vacated, displaced or

abolished because of reduction of force is filled or reinstated, the person last reduced in rank or furloughed from such position as the case may be if otherwise qualified shall be the first person restored or reinstated in such position. When such positions are to be filled or reinstated, notice to the eligible persons shall be given by registered mail at the address filed by said person with the Department. Written application for reinstatement must be made by the person seeking restoration to rank or reinstatement within fifteen (15) days from the date such notice was mailed to said address. A person seeking reinstatement from furlough may be required to submit to examination by physicians of the Civil Service Commission and the police pension board, or either of them, to determine the physical fitness of such person.

ARTICLE 9

DISCIPLINE AND DISCHARGE

Section 1. Upon just cause connected with or reflecting upon the public service, an employee may be administratively disciplined by a shift reprimand, division reprimand, department reprimand or suspension. An employee shall be entitled to comment upon any shift or division reprimand that is placed on record in the officer's file and such reprimand and any comments thereon shall also be forwarded immediately to the Chief if so requested by the employee or a commanding officer.

A suspension day for employees working under this agreement will be the equivalent of eight (8) hours. For those employees who receive a suspension comprising less than a complete shift (i.e., suspended for eight hours of a twelve-hour shift), the department shall choose the day the suspension shall be served and, as a general rule, the suspension time will be coordinated with the officer's command officer, with the practice that the employee shall work either the first block of the shift or the last block of the shift. The time the officer is approved to work on the day of the suspension shall not interfere with the operations of the department.

Section 2. Reprimand shall be done in such manner as not to embarrass the employee before other employees or the public.

Section 3. Suspensions, and discharge or removal from the classified service shall be in accordance with the ordinances of the City, the rules of the Civil Service Commission and the applicable provisions of State Law with regard to Civil Service Law for Cities, except as modified by the provisions of Article 9 and Article 20 hereof.

Section 4. On an employee's anniversary date, no less than one year after disciplinary action is taken, upon said employee's request the Chief will review said employee's work record. If the problem or deficiency that was the cause of the disciplinary action has not recurred, the Chief will submit a letter to the personnel file so indicating.

Section 5. An employee receiving a suspension may, upon written notification to the Chief of Police and prior to the commencement of such suspension, elect to use any accumulated vacation, compensatory time or holiday leave for the duration of such suspension. If an employee

elects to use accumulated vacation, compensatory time or holiday leave in lieu of suspension without pay, the employee waives his/her right to a hearing before the Civil Service Commission or before an arbitrator pursuant to Article 20.

Section 6. Conduct of Investigations

The City shall abide by the provisions of the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1 et seq.); any violation thereof, or remedy available there under, shall be subject to the grievance and arbitration sections of Article 20.

(a). The City shall observe the following time limits with regard to disciplinary matters:

(1) An officer shall be notified of any investigation or citizen's complaint regarding the officer's conduct or actions within ten (10) duty days of said complaint unless notification would compromise the investigation.

(2) Any officer under investigation shall be provided with a written copy of any oral statement made by such officer within five (5) of the interviewer's duty days from the time such statement was made.

(3) The City shall provide both the officer and the Union all information obtained from the investigation at least five (5) business days prior to any termination hearing.

(4) All grievances filed under Article 20 of the Agreement which challenge disciplinary actions imposing suspension of ten (10) days or more, or termination, may be heard under the expedited procedure described in EXHIBIT E hereto, but only if the Union so notifies the City, in writing, not later than the end of the fifth (5th) business day following the notice to the employee of the discipline to be imposed, as set out in said Article 20; provided that, no arbitration hearing involving charges which are also the subject of a criminal prosecution may be conducted prior to the termination of said criminal proceedings.

(b). Failure to meet the time limits set out in subparagraph (a) shall not prohibit the City from imposing discipline for the offenses involved.

Section 7. Photo Dissemination

No photo of an employee under investigation shall be made available to the media prior to a criminal conviction or prior to an arbitrator's decision or Civil Service Commission decision.

Section 8. Compulsion of Testimony

The City shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

Section 9. Polygraph

No employee shall be disciplined for refusing to take a polygraph exam and the results of

such an exam shall not be admissible as evidence in proceedings before an arbitrator or the Civil Service Commission.

Section 10. Media Information Restrictions

Unless a preliminary criminal offense report has been filed, and to the extent required by law, the identity of an employee under investigation, or the contents of the investigation, shall not be made available to the media unless a decision has been rendered by an arbitrator or the Civil Service Commission.

Section 11. Officers assigned to special assignments, may not be removed for discriminatory, arbitrary or capricious reasons, nor as discipline for incidents not related to the duties of those positions. If an officer is removed for disciplinary reasons related to the duties of those positions, but not including performance, efficiency, or cost, such removal shall be subject to the grievance and arbitration provisions in Article 20 of this agreement.

Section 12. File Inspection

The City shall abide by the provisions of the Personnel Record Review Act (820 ICS 40/I et seq.); any violation thereof, or remedy available there under, shall be subject to the grievance and arbitration sections of Article 20. It is agreed that any material not available for inspection shall not be used in violation of said statute.

Section 13. Use and Destruction of File Material

A finding of a sustained violation with no disciplinary action taken may be used for a period of time not to exceed one (1) year and shall thereafter be removed from the employee's disciplinary history and shall not be used in support of, or as evidence of, adverse employment action.

Unfounded or unsubstantiated internal investigations will not be included in an officer's personnel file but may remain part of his or her personnel record. Un-investigated, unfounded or unsubstantiated internal investigations shall have no bearing whatsoever on any adverse employment action against officers and shall have no bearing on an officer's performance evaluation(s).

Information relating to a traffic accident involving a City vehicle may be used and/or considered in determining future discipline for a period of time not to exceed two (2) years from the date of such traffic accident and shall thereafter not be used and/or considered in any employment action provided there is no intervening traffic accident involving a City vehicle. If there is a subsequent traffic accident the two year period shall run from the date of the most recent accident and any prior accidents not already removed from the file may be used and/or considered in employment actions. In no event shall any prior incident five (5) or more years old be used or considered in any employment action unless the incident involves a criminal violation that remains within the applicable statute of limitations.

All information, documents, reports, etc. removed from an officer's file shall be turned over to the officer.

ARTICLE 10

VACATIONS

Section 1. The length of annual vacations with pay for employees in the classified service shall be as follows:

(a). After completion of one year of continuous service uninterrupted by resignation or discharge, two weeks.

(b). After completion of seven years continuous service uninterrupted by resignation or discharge, three weeks.

(c). After completion of fourteen years continuous service uninterrupted by resignation or discharge, four weeks.

(d). After completion of twenty years continuous service uninterrupted by resignation or discharge, five weeks.

(e). After the completion of twenty-five years continuous service uninterrupted by resignation or discharge, six weeks.

Section 2. For purposes of Article 10, and only for said Article, "week" shall mean the scheduled duty week of an employee. Further, for the purpose of accrual of vacation leave, and only for such purpose, “week” shall mean 40 hours. Employees’ leave balances shall be maintained in hours, and increments of one tenth thereof. For those members working the 12-hour patrol shift, when scheduling accrued vacation time using senority rights, a vacation “week” shall consist of a minimum of 48 consecutive work hours (four 12-hour shifts).

Section 3. Eligibility for vacations shall be based upon the anniversary service date of the employee. Selection of a particular vacation period shall be based upon seniority and in accordance with departmental rules. Employees shall be allowed to take part of their vacation at one period and the remainder at another period. Civilian employees' vacations shall not interfere with vacations of classified police officers.

Section 4. Earned vacation time shall be taken by the employee within 12 months from the date that the same accrues and shall not be accumulated and carried from one 12 month period to the next except in rare cases with the approval of the City Manager or if the employee was requested to delay vacation by such employee's departmental director and the approval of the City Manager. The employee shall request any vacation carry over at least 30 days prior to his/her anniversary date. In order to secure vacation through seniority rights, employees shall make their vacation requests known between January 1st and March 1st of each calendar year .An employee may request a particular vacation period during this time even if such has not yet accrued provided

that such will accrue prior to the time selected. All vacation requests received after April 1st shall be granted in accordance with this agreement on a first come-first serve basis.

Section 5. If the Chief of Police orders a total mobilization of the Police Department, any affected officer whose scheduled vacation has been canceled because of said order, shall be reimbursed for any actual vacation expenses incurred over fifty dollars ($50.00) which cannot be recovered by the officer, upon providing sufficient proof to the Police Chief.

ARTICLE 11

HOLIDAYS

Section 1. Employees shall accrue 8 hours of holiday time on the following days each year:

New Year's Day
Martin Luther King, Jr.'s Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Police Memorial Day (May 1)
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 2. When an authorized holiday occurs on Saturday, the previous Friday shall be observed as the holiday and when an authorized holiday occurs on Sunday, the following Monday shall be observed as the holiday.

Section 3. If a holiday occurs during a classified employee's vacation period, the employee shall retain the holiday.

Section 4. Effective December 2018, officers will be permitted to cash out up to 208 accrued unused holiday hours per fiscal year, at their discretion. Cash out will be available during the first business week of June and the first business week of December only. Officers electing to cash out accrued unused holidays will be paid at their rate of pay as of the date of their election. Payment shall be made separately from the Officer's regular wages, shall be deposited into the Officer's deferred compensation account or paid directly to the Officer, at the Officer's discretion, and shall be made not later than the next complete pay period following election.

Section 5. Such time off shall be taken at the convenience of the employee and the Department and shall be used time for time. In addition, a classified employee required to work on the following holidays shall be paid one and one half (1 ½) times the regular rate of pay for the hours they work for said holidays:

Thanksgiving Day Christmas Day

A classified employee required to work overtime on the holidays listed in this section shall be paid two (2) times the regular rate of pay for any time worked in excess of normally scheduled hours on the holidays. A classified employee called into work on the holidays listed in this section for which he/she is scheduled off shall be paid two (2) times the regular rate of pay for all time worked. A classified employee called into work from an approved paid leave day shall be shall be paid two (2) times the regular rate of pay, and shall retain the paid leave day for use at a later time or for cash buy out, depending upon the type of leave used and pursuant to the terms of this agreement. Holiday pay shall begin at the beginning of the shift on the holiday, and shall continue for the entirety of said shift.

Section 6. To be eligible for holiday pay, the classified employee shall be in pay status and entitled to payment for the entirety of both his last scheduled work shift before the holiday and his first scheduled work shift after the holiday, unless an unpaid absence on the whole or any part of either or both is approved by the City Manager.

Section 7. In the event of conflict between employees as to scheduling of holidays, preference shall be given to the employee with the greater departmental seniority. An employee who has scheduled a holiday in accordance herewith may only be bumped from such by a more senior employee prior to twenty-eight (28) days before such holiday is scheduled to be taken. However, scheduling of holidays for those with greater departmental seniority shall not have preference over the scheduling of vacations for those with lesser seniority. Civilian employees' holidays shall not interfere with holidays of classified police officers.

Section 8. In the event of cancellation of holidays, such cancellation shall be applied first to the employee with least departmental seniority. However, an employee who has scheduled a holiday in accordance herewith may only have it cancelled in favor of a more senior employee prior to fourteen (14) days before such holiday is scheduled to be taken; otherwise cancellations will be applied first to those whose requests were submitted most recently, without regard to departmental seniority. If requests are submitted simultaneously in the instance where they are submitted less than fourteen (14) days before such holiday is scheduled to be taken, the least senior employee's request will be cancelled first.

ARTICLE 12

SICK LEAVE

Section 1. Full-time employees in the classified service shall accrue 8 hours paid sick leave for each month of continuous service uninterrupted by resignation or discharge up to a maximum accumulation of 2,880 hours.

Section 2. Accumulated sick leave hours may be used for illness, injury or off-the-job incurred disability. Sick leave hours may also be used for the illness, injury, or disability of an employee's spouse, parent, or dependent child. Time for time of accumulated sick leave credit with pay shall be deducted from each employee's sick leave accumulation for duty time not served due to illness, injury or off-the-job incurred disability of the employee or employee's spouse,

parent, or dependent child.

Section 3. No sick leave credit may be used by an employee for the first four hours of the fifth or any succeeding sickness occurrence during any annual period of May 1 to the following April 30. A sickness occurrence is hereby defined as any continuous absence by an employee from scheduled work periods, whether for one or more scheduled shifts, for stated reasons of illness, injury or off-the-job incurred disability for which no physician's verifying statement is provided by said employee to the City. An employee who becomes ill on the job or must leave the job for dependent illness shall not be charged with a sickness occurrence if said employee works a minimum of two hours on the day of said employee's or dependent's illness, or if said employee's immediate supervisor verifies to the City that said employee or employee's dependent was ill.

Section 4. In the absence of evidence of extenuating circumstances an employee who becomes ill, injured or disabled off-the-job shall cause notice thereof to be given to his supervisor not later than two hours before the beginning of his next scheduled duty day. In the absence of evidence of extenuating circumstances an employee whose supervisor is not so notified within two duty days from the day on which the employee was first scheduled to report shall be considered to have resigned from the classified service.

Section 5. A physician's statement may be required before sick leave pay is paid. However, in all cases where four consecutive duty days are missed by an employee due to illness, injury or disability, a physician's statement shall be required before sick leave pay is paid. Such statements shall set forth reasons for the employee's inability to perform his duties and shall become a part of the employee's personnel record. Physician's statements will be used in determining from time to time whether or not an employee is able to continue the performance of his duties.

Section 6. Upon retirement from the classified service, an employee shall be paid fifty percent (50%) of his/her hourly pay rate per accumulated hour of sick leave up to 800 hours, and seventy five percent (75%) of his/her hourly pay rate per accumulated hour of sick leave in excess of 800 hours up to 1,600 hours. The payment shall be made to the Retirement Health Savings (RHS) plan established by the union for this purpose.

Section 7. An employee who has accumulated 800 hours sick leave as of May 1st shall be granted 8 hours leave with pay to be used at any time during the year prior to April 30th, an employee who has accumulated 1,920 hours sick leave as of May 1st shall be granted 16 hours leave with pay to be used at any time during the year prior to April 30, to be scheduled in accordance with departmental rules and regulations. Said days leave shall not be accumulated and carried over into the following year except with the approval of the City Manager or if the employee was requested to delay said days leave by the Chief and with the approval of the City Manager. Employees' leave balances shall be maintained in hours, and increments of one tenth thereof.

Section 8. Pregnancy. Any employee who becomes pregnant shall be allowed to work light duty until the birth of the child(ren). The employee must provide written approval from the employee's physician for the duration of the specific light duty assignment.

ARTICLE 13

LEAVE OF ABSENCE

Section 1. Leave with pay may be granted a full time employee in the classified service in the event of a death in the immediate family. Such leave shall be granted beginning the day of notification to the employee of the death of the family member and shall extend through the day following the funeral, but not to exceed 48 hours. An additional duty day may be granted for funerals held outside of the State of Illinois upon a showing of necessity for travel. Immediate family includes only: (a) spouse, children, step-children, spouse of children and spouse of step-children; (b) parents or step-parents of the employee or the employee's spouse; (c) brothers and sisters, step-brothers and step-sisters of the employee and of the employee's spouse; and, (d) grandchildren, step-grandchildren, grandparents, and step-grandparents of the employee and spouse's grandparents. Employees' leave shall be recorded in hours, and increments of one tenth thereof.

Section 2. If a serious or unexpected emergency occurs to the spouse or children or a member of the immediate family in the household of any employee in the classified service, such employee will be allowed to leave his duties while the emergency exists. Arrangements to enable the employee to return to duty on the next duty day must be made if the emergency continues beyond the duty day on which it first occurred.

Section 3. A full-time classified employee in the classified police service who is a member of the reserve unit of the armed forces of the United States will be granted leave for military training sessions or schools in accordance with applicable federal and state laws.

Section 4. An employee in the classified service who fails to return to duty at the time specified on his application for leave shall be considered to have resigned from such service in the absence of evidence of extenuating circumstances.

Section 5. A full-time employee in the classified service who is called to serve for jury duty shall be paid his regular salary or wage. Any amount received by the employee for jury service shall be turned over to the City Treasurer. The employee immediately upon being called for jury duty shall notify his immediate supervisor of the time thereof. Employees who complete jury duty prior to the end of their shift shall report to their supervisor and return to duty for the remainder of their scheduled duty day. If jury duty falls outside the employee's regularly scheduled duty day, an employee's scheduled duty day shall be changed to incorporate jury duty time.

Section 6. Employees serving as either President or Secretary Treasurer of the Union shall be granted 1/2 hour leave per month to attend scheduled Union meetings. This leave shall be in addition to any lunch or regular break periods.

Section 7. If an employee who serves as a member of the Union negotiating team is regularly scheduled to work on a day scheduled for labor negotiations, the City will have the records reflect that the employee's duty day was during negotiations, with hour for hour credit up to a maximum of a full duty day.

Section 8. (a). Leave with pay will be granted for members of the Decatur Policemen's Pension Board and members currently serving on the state PB&PA Executive Board to attend official meetings and/or coordinating PB&PA events which are held in the City of Decatur. The Union must submit a written request to the City at least thirty (30) days prior to the date of the leave to be effective.

(b). The Union shall be provided with a forty (40) hour paid leave bank. Such time shall be used for the attendance of labor related training and seminars selected by the Union. Only those employees serving on the Union's bargaining committee and/or grievance committee shall be eligible for such paid release time. The union shall give at least thirty days notice that such employee will be utilizing such paid leave. In cases where it is not possible to give a 30 day notice, permission to use this release time shall be at the discretion of the Police Chief, which permission shall not be unreasonably withheld.

ARTICLE 14

ON- THE-JOB ILLNESS, INJURY OR DISABILITY

Section 1. An employee who becomes ill, injured or disabled shall report to his supervisor such fact as soon as possible.

Section 2. Employees who are on leave of absence from duty for a duty related illness, injury or disability shall be assigned to a shift with duty hours commencing at 8:30 a.m. and ending at 4:30 p.m., Mondays through Fridays, for the duration of the leave.

ARTICLE 15

UNIFORMS/EQUIPMENT

Section 1 (a). Uniforms and equipment required to be worn by employees in the classified police service shall be furnished by the City and shall consist of:

(a) Combination uniform car coat/jacket
(b) Rain clothing
(c) Three (3) pair trousers or slacks
(d) One (1) pair of uniform dress pants
(e) One (1) winter dress shirt
(f) One (1) summer shirt
(g) Outer Uniform Carrier
(h) Three (3) under-carrier summer shirts
(i) Two (2) under-carrier winter shirts

(j) One (1) hat
(k) Sam Brown Belt and Holster
(l) Riot gear
(m) Tie
(n) Taser Strike Platform for outer carrier
(o) OC Spray and holster and outer carrier holster
(p) Expandable baton and holder
(q) Handcuff Case and outer carrier handcuff case and Handcuffs
(r) Ammo Pouches and two (2) Magazines and outer carrier double ammo pouch
(s) Bulletproof vest (As per Section 6 of Article 15)
(t) Gas mask, and gas mask prescription glass inserts if prescribed
(u) Cellular Phone

(b). The department shall be required to provide only one hat per employee. Employees will not be required to wear hats on duty. Employees will only be required to wear hats on special ceremonies, i.e., funerals, as designated by the Chief of Police. Special ceremonies shall not include special events, as specified in the contract. Officers shall be permitted to wear hats during inclement weather, i.e., rain including Department-approved winter fur caps, and stocking caps as defined by Department policy.

(c). If, at any time in the future, the department requires employees to wear hats at a time other than special ceremonies, the department will, prior to modifying this agreement, be required to purchase uniform hats in accordance with the contract language in place prior to March 30, 1998.

Section 2. The employee having custody of any such clothing or equipment or other property furnished by the City shall have the responsibility for the proper care, custody and keeping thereof. An employee may be required to replace any of the above items at his own expense if the item is damaged or lost as result of his failing to properly use, care or keep such property.

Section 3. Police detectives and juvenile officers shall be required to have only one (1) dress uniform.

Section 4. Uniforms and equipment shall be used on duty or at such other times as authorized by the Chief.

Section 5. If items of personal property are lost or damaged in the line of duty, the employee will be compensated for the same up to a maximum of $250.00 per item, except that eyeglasses will be compensated up to a maximum of $350.00 subject to departmental rules; provided that, if a duty weapon is lost or destroyed in the line of duty, the employee will be compensated for the same in a sum equal to the price of the lost or destroyed weapon. The employee will not be compensated if the loss or damage is due to negligence on the part of the employee.

Section 6. Police body armor shall be considered part of the employee's uniform and shall be worn according to applicable Department regulation. All armor shall meet National

Institutes of Justice standards and be capable of stopping ammunition normally issued by the Department.

1. The City shall provide at no cost to all employees a fitted ballistic vest. Such vest shall be approved by the Chief of Police and have a National Institute of Justice Level II rating or higher. The City shall replace such vest at intervals recommended by the manufacturer at no cost to the employee.

2. The City shall allow each employee to purchase a fitted ballistic vest. Such vest shall have a National Institute of Justice Level II rating or higher and be approved by the Chief of Police. In such case the City will reimburse the employee the actual cost of the vest up to the amount the City is then paying for vests that the Department is issuing per this Agreement. The City shall replace such vests at intervals recommended by the manufacturer at no cost to the employee with the vests that the Department is issuing per this Agreement, or reimburse the employee the actual cost of the vest the employee wishes to purchase, up to the amount the City is then paying for vests that the Department is issuing per this Agreement.

3. Employees desiring to retain vests at the time of severance from City employment will be afforded the opportunity to do so by reimbursing the City for the residual value thereof; said residual value to be determined by dividing the purchase price by the manufacturer's recommended replacement interval, and multiplying that amount by the residual percentage of the manufacturer's recommended replacement interval for the vest. Employees are under no obligation to elect to retain vests and reimburse the City. A maximum of one-fourth (1/4) of the bargaining unit membership shall be provided vests in any given fiscal year.

ARTICLE 16

OTHER BENEFITS

Section 1. The City shall provide group insurance for each employee. The City shall also provide group life insurance in the amount of $25,000 for each employee at no cost to the employee.

Section 2. Employees shall be enrolled in the City's insurance benefit plan with coverages and benefits as described in EXHIBIT G of this Agreement. Bi-monthly (twice each month) employee contributions for all tiers of coverage are indicated in EXHIBIT G for calendar year 2024.

Monthly employee contributions for all tiers of the City's insurance benefit plan shall change by the same percentage (increase or decrease) as the plan premium percentage change effective January 1 of that year, as determined by the City's Risk Management Division; except that no annual increase in monthly employee contributions shall exceed ten percent (10%). Changes in

employee contributions shall be rounded to the nearest whole dollar. Notice of the plan premium percentage change shall be provided to the Union, and upon written request, documentation substantiating the percentage change shall be provided to the Union at the time of plan renewal.

The city and the union both agree that the failure of the city to not provide health insurance to an employee who elects to opt out shall not constitute a violation of this Agreement. Employees covered by this Agreement shall be allowed to opt out of, or elect not to participate in, the city's health insurance plan. Employees making such an election shall be required to show proof of health insurance coverage through another source to the city. Such proof of insurance must be submitted at the time the employee makes such an election. If an employee is unable to provide adequate proof of insurance, the employee shall not be removed from the city's insurance plan. An employee electing to opt out of the city's health insurance plan shall be allowed to subsequently enroll in the city's health insurance plan only through a COBRA qualifying event. Employees opting out of the city's health insurance plan and who are not enrolled in the city's health insurance plan at the time of retirement, resignation, termination or separation for any other reason shall not be eligible for city paid benefits under the city's health insurance plan and specifically waive any right to them.

The terms of the health insurance summary plan description notwithstanding, any employee covered by this Agreement whose spouse is also an employee may elect at annual plan renewal to opt out as a subscriber in favor of being covered as a dependent under the other employee's family coverage. Any such employee covered as a dependent under the spouse's family coverage may elect at annual plan renewal to resume coverage as a subscriber under the city's insurance plan and be dropped as a dependent under the spouse's coverage.

The City and the Union agree to the formation of a multi-departmental group health care committee (GHCC) comprised of representatives appointed by the city manager, and representatives appointed by each of the city's organized labor groups. Each union group will have up to four (4) representatives on the GHCC. The GHCC will not have authority to bargain changes to contract terms, but will serve as a labor-management interface to better inform employees of possible changes to the city's group health benefits considered by the city, and to better inform the city about the experiences and preferences of employees as it concerns group health benefit programs. The City agrees to create the GHCC and convene its first meeting no later than July 1, 2022, and to bring matters that change or effect the offerings and services of group health benefit programs to the committee—both those that require amendment of employment agreements, and those that do not require approval of union groups and/or amendment of collective bargaining agreements.

The health services provided shall be in accordance with Exhibit G except when the patient is admitted to the hospital or where there is a medical emergency conforming to Blue Cross/Blue Shield's serious and unavoidable emergency conditions. These conditions are:

Emergency Room $150 Copayment (waived if admitted to the Hospital as an Inpatient immediately following emergency treatment or if visit is emergent as per the definition below).

EMERGENT MEDICAL CARE means services provided, which may have started as outpatient

or diagnostic services, but are of a medical condition displaying itself through acute symptoms of sufficient severity (including severe pain) such that a prudent lay-person, who possesses an average knowledge of health and medicine, could reasonably expect that the absence of immediate medical attention could result in: i) placing the health of the individual in serious jeopardy; ii) serious impairment to bodily functions; or iii) serious dysfunction of any bodily organ or part. Examples of symptoms that may indicate the presence of an emergency medical condition include, but are not limited to, difficulty breathing, severe chest pains, convulsions or persistent severe abdominal pains."

Section 3. Those employees who retired after January 1, 1980, or were placed on disability pension pursuant to State statute after said date, shall be entitled to belong to the employee and dependent group insurance programs provided for employees under the provisions of this agreement provided that such retired or disabled employees pay the entire premium for such insurance.

Section 4. If an insurance rebate is received for employee dependent medical insurance coverage the City will retain that portion of the rebate that is proportionate to the percentage of the employee dependent insurance premium paid by the City during the time period for which the rebate is made.

Section 5. The City will reimburse the cost of tuition and textbooks for courses directly related to an employee's job and will reimburse half the cost of tuition and textbooks for pre-approved courses indirectly related to an employee's job, up to a maximum of one thousand dollars ($1,000.00) per year per employee. Tuition reimbursement shall be administered in accordance with current Administrative Policy F-470. Approval of courses shall not be unreasonably withheld.

Section 6. The City will deduct from the employee's wages a percentage, in an amount certified by the Union, and pay same to the Union for the purposes of funding the Union's health and welfare plan. All deductions will be made against the employee's pre-tax income and shall be done in accordance with applicable Internal Revenue Service regulations. No such deduction shall be made if all of the provisions of this section cannot be met.

Section 7. The Employee and Union both agree that the failure of the City to not provide health insurance to an employee who elects to opt out shall not constitute a violation of the collective bargaining agreement.

Employees covered under the Police contract shall be allowed to opt out of or elect not to participate in the City's health insurance plan. Employees making such election shall be required to show proof of health insurance coverage through another source to the City. Such proof of insurance must be submitted at the time the employee makes such an election. If an employee is unable to provide adequate proof of insurance the employee shall not be removed from Employer's insurance plan. An employee electing to opt out of the Employer's health insurance plan shall be allowed to subsequently enroll in the Employer's health insurance plan only upon a COBRA qualifying event.

Employees opting out of the City's health insurance plan and who are not enrolled in the City's health insurance plan at the time of retirement, resignation, termination or separation for any other reason shall not be eligible for benefits under the City's health insurance plan and specifically waive any right to them.

The terms of the health insurance summary plan description notwithstanding, any employee represented by the Collective Bargaining Agreement whose spouse is also an employee represented by the Collective Bargaining Agreement may elect at annual plan renewal to opt out as a subscriber in favor of being covered as a dependent under the other employee's family coverage. Any such employee covered as a dependent under the spouse's family coverage may elect at annual plan renewal to resume coverage as a subscriber under the City's insurance plan and be dropped as a dependent under the spouse's coverage.

Section 8. Periodically the Employer may offer an employee 'health fair" with attendance at such fair, when offered, encouraged for all on-duty employees and voluntary for off-duty personnel. Employees who attend the health fair off-duty shall be compensated at the rate of two hours at the employee's regular straight time hourly rate of pay for such attendance for the duration of the fair. Reasonable attempts will be made to accommodate an on-duty officer's desire to attend the fair.

Section 9. In the interests of retaining senior officers longer, all active and currently employed officers covered by this agreement as of September 1, 2022, who are or become eligible for a Decatur Police Pension (including service years transferred into the Decatur Police Pension from another agency), and who have first completed twenty-three (23) years of pensionable police service, by or after September 1, 2022 (including service years transferred into the Decatur Police Pension from another agency), shall during the period from September 1, 2022 through December 31, 2026, be entitled to receive, through deposit into the employee's Retirement Health Savings account, an amount equal to eighty-percent (80%) of the amount of the employee-only premium the city would have otherwise paid (or charged to the employee) had he/she continued on the city's insurance plan after termination or retirement. Contributions made to an employee's Retirement Health Savings account as provided herein shall only be earned and paid out for continued active-duty service between September 1, 2022 and December 31, 2026, and shall be paid on the employee's anniversary date at the end of the 24th and following years. There will be no credit for, nor accumulation of, partial year credits. Employees who have not completed 24 years of pensionable service as of December 31, 2026 will not be eligible for this benefit. Annual payments to Retirement Health Savings accounts shall be earned and paid annually as provided herein. There will be no credit for, nor accumulation of, partial year credits or for payments for service prior to September 1, 2022.

Section 10. This section pertains to only those uniformed officers in the Patrol Division working the 12-hour schedule.

A member of the patrol division may elect to make a duty day trade with other members of the patrol division. All duty day trades shall be subject to approval by the shift commander. All duty day trades shall be for the entire 12-hour workday. Both officers must agree to trade days off and must identify the days being traded between each officer at the time the request is

made.

No duty day trades shall be denied for arbitrary reasons. No duty day trade may be requested until the member seeking the trade has exhausted all attempts to receive earned time off and the request was denied. Duty day trades may only be requested within 28 days of the date of the trade. No member shall work a duty day trade immediately preceding or following their normal scheduled shift hours, meaning no one will be allowed to work back-to-back 12-hour shifts (for a total of 24 hours).

The Department relieves itself of the management of the duty day trades. All participating members making duty day trades do so at their own liberty and discretion. Members will not receive any additional compensation for work incurred above the 84 hours in a 2-week cycle as a result of a duty day trade. Members who agree to work a duty day trade accept responsibility to fulfill the obligation to work the traded day and accept discipline that results from a no-show situation. If, due to injury or illness, the assignee is unable to work the shift he/she assumed, the assignee will be docked sick leave.

Section 11. Each officer working a 12-hour shift will be afforded one lunch break per 12-hour shift. The lunch break will consist of 45 minutes in length.

ARTICLE 17

WORK RULES AND CONDITIONS

Section l (a). The City and the Union shall reasonably cooperate insofar as possible to assure the highest standards of safety, health and sanitation in the operation of the Police Department.

(b). The City will provide written notification to an officer of the time(s) the officer is scheduled to receive his/her hepatitis-B shots. In the event that the officer does not complete the hepatitis-B shot series because of circumstances within the control of the officer, said officer will be required to pay for any re-inoculation required for said series of inoculation.

(c). The City will provide, at no cost to the employee, flu shots for any employee who indicates a desire to have the shot.

Section 2. The City may adopt, change or modify rules not in conflict with the provisions of this memorandum for the operation of the Police Services Division and the conduct of the employees in the classified service to encourage and maintain the proper and efficient operation thereof. The Union reserves the right to grieve new or changed departmental rules, policies, or procedures that affect the working conditions of employees.

Section 3. In the absence of evidence of extenuating circumstances immediately upon discovering that an employee in the classified service is unable to report for duty, and not less than a reasonable interval before the scheduled duty time, such employee's supervisor shall be notified of the absence from duty of such employee. This provision shall not be interpreted as condoning

repeated absence from duty and evidence of justifiable cause for any absence may be required to be furnished by the employee. In the absence of evidence of extenuating circumstances an employee whose supervisor is not so notified within two duty days from the day on which the employee was first scheduled to report shall be considered to have resigned from the classified service.

Section 4. All employees in the classified service shall report to duty on time and shall faithfully and efficiently perform the requirement of their duties, shall not depart there from until the termination thereof and shall otherwise conduct themselves in a manner as to be a credit to the public service and to increase and promote the dignity of such service and the respect of the public for the same.

Section 5. Disciplinary matters and matters of discharge or removal in or from the classified service shall be governed by the State Civil Service Laws for Cities and the ordinances of the City and the rules of the Civil Service Commission adopted pursuant thereto and pursuant to other applicable State Law.

Section 6. The Police Chief, a Deputy Chief, or a Lieutenant may at any time order any employee assigned to duty as an evidence officer, a street crimes unit member, or an emergency response team member to submit a blood, urine, or hair sample to a testing laboratory for analysis to determine the presence of any drug or other substance the possession or use of which is regulated or prohibited by state law including cannabis. The Chief of Police shall also have the right to order random tests for the presence of such drugs, cannabis, or other substances for all employees. A blood, urine, or hair test for regulated or prohibited drugs or other substances, whether ordered under the provisions of this section or for reasonable suspicion, shall be conducted pursuant to the provisions of EXHIBIT F of this Memorandum of Understanding. Unlawful use of any such drug or other substance, and including the lawful use of cannabis, shall be cause for dismissal.

Section 7 (a). For purposes of this agreement, but not including reduction in personnel, seniority shall be defined as an employee's length of service in the classified police service from his most recent date of hire. Seniority shall be lost if the employee: (a) resigns; (b) retires; (c) is terminated; (d) is furloughed for more than two years.

(b). For purposes of shift assignment, seniority for sergeants shall be defined as length of service in the classified sergeants' rank, calculated from his most recent date of promotion.

(c). There shall be no bumping of employees from their properly assigned shift.

(d). Vacancies on any shift shall be posted, as soon as practicable after the vacancy occurs. Employees desiring to fill said vacancy would be required to submit notice of their desire to fill the vacancy. The employee, authorized to occupy said position, with the highest seniority submitting such notice to fill the vacancy shall be assigned to fill the vacancy.

(e). New sworn personnel shall serve a probationary period consisting of eighteen (18) months of active service, starting from their date of hire. The probationary period may be extended

at the discretion of the Chief of Police if during the probationary period, the probationary employee is unavailable for their regular duty for more than two weeks due to illness, disability, or approved leave of absence (excluding the use of accrued time, i.e. holidays, vacation, comp time). The Chief of Police may also extend the probationary period if the probationary employee agrees to the extension.

Section 8. For the purpose of maintaining communications between labor and management and in order to cooperatively discuss and solve problems of mutual concern, a Labor/Management Committee is hereby established, composed of representatives of management and labor, to meet to examine, discuss and solve mutual problems not covered by the labor agreement. The number and composition of representatives, frequency of meetings, and topics of discussion are subject to the particular needs and issues to be addressed.

The Labor/Management Committee is recognized as a forum to meet in a non-adversarial role to discuss issues and work out problems that are of mutual concern by providing a forum for communication outside the bargaining process.

A Labor/Management Committee will be created to discuss Voluntary Employee Benefit Plans.

Section 9. The union and the city acknowledge that certain support and assistance tasks may be assigned to sworn peace officers, while other support and assistance tasks may be assigned to non-sworn employees based on the city's security needs, citizen responsiveness requirements, and departmental efficiency.

The city agrees that the recruitment and retention of non-sworn support and assistance personnel will not result in the layoff or termination of any member of the union covered by this agreement.

The city agrees that any employee covered by this agreement and assigned to or regularly performing the duties of a specialized position or assignment as of September 1, 2022, who would be adversely affected by the assignment of a non-sworn employee to their position, will not be displaced from their current specialized position or assignment as a result of the implementation of this program.

The city further agrees to meet and confer with employee representatives of the union serving on the Police Department Labor-Management Committee in advance whenever a new support and assistance position is created, for purposes of evaluating and discussing whether the responsibilities of the proposed new position and job title are best performed by a sworn officer or a non-sworn employee. The City shall have the unilateral authority to determine whether to create a new support and assistance position.

Finally, the city agrees that tasks assigned to Illinois peace officers by State Law or local ordinance will be performed only by sworn members of the union covered by this agreement.

ARTICLE 18

DEATH BENEFITS

Section 1. The City agrees to defray all funeral and burial expenses of any employee of the Police Department killed in the line of duty up to a maximum of Ten Thousand Dollars ($10,000.00). In addition, the City shall pay to the widow, heirs or estate of such deceased employee pay due said employee as the result of unpaid duty time, holiday time, sick time, and vacation time.

ARTICLE 19

BULLETIN BOARD

Section 1. The City agrees to furnish and maintain a bulletin board to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board.

ARTICLE 20

GRIEVANCES

Section 1. A grievance is hereby defined as an actual dispute between the City and the Union or an employee covered by this Agreement concerning only the application, meaning or interpretation of the express terms of this agreement as they affect the members of the union or said employee.

Section 2 (a). Disciplinary reprimands and suspensions of three (3) days or less duration, may be grieved pursuant to the provisions hereof, but such reprimands or suspensions may not be referred to arbitration as provided in Section 7 hereof; as to such reprimands or suspensions the decision of the City Manager is final. All other disciplinary actions are subject to the provisions of this Article, as modified by this Section.

(b). Suspension in excess of three (3) days, multiple suspensions totaling more than four (4) days within an annual period of May 1 to the following April 30, and discharges, may be grieved pursuant to the provisions hereof, including binding arbitration, and in lieu of any proceedings otherwise available before the Civil Service Commission. In such cases, it shall be unnecessary to file said grievance pursuant to Sections 3 through 6 hereof, the notice to the City Manager's Office provided for herein being sufficient to give the arbitrator jurisdiction of the matter, and said time limits herein provided being the only such limits regarding notice of intent to arbitrate required to be met by such employee, any provisions of Section 8 to the contrary notwithstanding. In order to exercise the option provided for hereunder to refer a matter to an arbitrator rather than the Civil Service Commission, or to have an arbitrator adjudicate a suspension not within the jurisdiction of the Civil Service Commission, an employee must file with the City Manager's Office, in writing, a notice that such employee wishes such suspension or

discharge to be referred to arbitration, which arbitration shall be conducted pursuant to the provisions of this Chapter except where expressly modified by the provisions hereof. Such a notice must be filed not later than the end of the fifth business day following the notice to the employee of the discipline to be imposed. Failure to file such a notice within the time limits provided herein shall constitute a waiver of the right of such employee to have said matter arbitrated, and any disciplinary proceedings initiated following such failure to file such notice, if any are required, shall be pursuant to the Civil Service law as provided in Section 3 of Article 11 hereof. A decision by either the Civil Service Commission or an arbitrator shall preclude consideration of the same matter by the other.

(c). The filing of a grievance or a notice of intent to arbitrate under the provisions of this Article precludes the employee from any other review, appeal or hearing otherwise available or required by law, unless expressly permitted herein.

Section 3. No arbitration order or award entered under the provisions hereof may limit or interfere in any way with the powers, duties and responsibilities vested in the City Council under applicable State law.

Section 4. The union or any employee covered by this agreement may submit a grievance in writing to a Lieutenant except that all grievances of suspensions or discharge may be grieved directly to the Police Chief. The grievance shall state in simple and concise terms the nature of the dispute and shall specify the portion of the agreement which the union or the employee feels is being violated. Such grievance must be submitted on a grievance form mutually agreed to by the parties. The Lieutenant shall respond in writing within five (5) business days with his decision. A "business day" for the purposes of this article shall be any day on which the City's administrative offices are open and conducting business.

Section 5. If the union is not satisfied with the Lieutenant's response the written grievance may be referred to a Deputy Chief within five (5) business days after the Lieutenant's decision. The Deputy Chief shall meet with one representative of the union within five (5) business days after receiving the grievance. The Deputy Chief shall respond in writing within five (5) business days with his decision.

Section 6. If the union is not satisfied with the Deputy Chief's response, the written grievance may be referred to the Police Chief within five (5) business days after the Deputy Chief's decision. The Police Chief shall meet with two representatives within five (5) business days after receiving the grievance. The Police Chief shall respond in writing within five (5) business days with a decision.

Section 7. If the union is not satisfied with the Police Chiefs response the written grievance may be referred to the City Manager within five (5) business days after the Police Chiefs decision. The City Manager shall meet with two representatives within fifteen (15) business days after receiving the grievance. The City Manager shall respond in writing within five (5) business days with his decision.

Section 8. If the union is not satisfied with the City Manager's response, the written grievance may be referred to arbitration by so notifying the City Manager's Office in writing within ten (10) business days after the City Manager's decision. The City and the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within ten (10) business days of the written notice to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators from the American Arbitration Association. Both the City and the Union shall have the right to strike two names from the panel with the party striking first to be determined by a coin toss. The remaining person shall be the arbitrator who shall be notified of his selection by a joint letter from both parties, requesting that a date and time for the hearing be established subject to the reasonable availability of the parties. All hearings shall take place in the City of Decatur, Illinois, unless otherwise mutually agreed.

Section 9. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement. He shall only consider and make a decision with respect to the specific issue submitted to him in writing, and shall have no authority to make a decision as to any other issue not so submitted to him or as to any issue not expressly covered by the terms of this agreement. In the event that the arbitrator finds a violation of the terms of this agreement, he shall fashion an appropriate remedy within the limits provided herein. The arbitrator shall have no power to make a decision that is contrary to the laws of the State of Illinois or the United States. The arbitrator shall submit his written decision to the parties within thirty (30) business days of the close of the hearings or the submission of briefs, whichever is later, unless the parties agree to an extension. A decision rendered consistent with the terms hereof shall be final and binding and may be enforced at the instance of either party in the Circuit Court of Macon County. The pendency of any proceedings in the Circuit Court for review of the arbitrator's decision as allowed by law shall not automatically stay the order, of the arbitrator.

Section 10. The costs of any arbitration shall be borne equally by the City and the Union, including the cost of providing the arbitrator a transcript of the hearings. All proceedings shall be transcribed unless mutually agreed to the contrary. Each party shall be responsible for compensating its own representatives and witnesses.

Section 11. No grievance shall be entered or processed unless submitted within thirty (30) calendar days of the date that the employee knew or should have known of the event giving rise to a grievance. Any award to an aggrieved employee for a violation of the terms of this agreement shall be limited to consideration of only the said thirty (30) calendar days immediately preceding the filing of the grievance plus any period thereafter during which such practice continued. If a grievance is not appealed by the union or the employee to the next step in the procedure set out herein within the time limits set forth or as mutually extended in writing, it shall be deemed waived and settled on the basis of the City's last response.

Section 12. The affected employee shall have the right to be present at any of the hearings provided for herein if such employee so chooses.

Section 13. If the union notifies the City Manager's Office that it is referring the grievance to arbitration as provided herein, the Union must, within 45 business days of the date said notice is received by the City Manager's Office, tender to the City a request executed by the

Union, and to be executed by the City, addressed to the Federal Mediation and Conciliation Service asking for a panel of arbitrators. Upon the receipt of said panel, the Union must timely notify the City in writing of its ability and willingness to meet with or otherwise confer with the City for the purpose of selecting the arbitrator -said notice must indicate that the Union is prepared to so select the arbitrator within the three weeks immediately following the receipt of said panel. If such executed requests or notices to meet or confer are not provided to the City within the limits established herein, no arbitrator shall have authority or jurisdiction to decide the matter and the same will be deemed settled on the basis of the City's last response. The limits established herein may be extended by mutual agreement, in writing, of the parties.

Section 14. For all disciplinary actions, the Chief of Police will notify the union of the discipline imposed by providing copies of the disciplinary action letters to the union president. In those cases where the union files a written request, the Chief will make available to the union a copy of the disciplinary action file in a timely manner after the discipline is imposed, so as to permit for the filing of a grievance per section 4 of this article, should the union so choose.

ARTICLE 21

CITY AUTHORITY

Section 1. Nothing in this Agreement shall be construed as delegating to others the authority vested by law in the corporate authority of the City and its duly elected or appointed officers or in any way abridging or reducing such authority or infringing upon the responsibilities thereof to the people of the City.

Section 2. Unless otherwise limited by this Agreement, the City retains all management rights and powers granted it by law. Said rights and powers are subject to the terms and conditions of this Agreement and are by way of example but are not limited to the following: the right to establish, discontinue or modify those terms and conditions of employment not controlled by this Agreement; the right to operate and manage all manpower, facilities and equipment, the right to establish functions and programs; the right to set and amend budgets; the right to determine the utilization of technology; the right to establish and modify the organizational structure, the right to select, direct and determine the number of personnel and the right to establish work schedules.

ARTICLE 22

NONDISCRIMINATION

Section 1. During the term of this Agreement neither the City nor the Union shall discriminate with regard to the rights, privileges, power, authority, duty or responsibility of either as to any person with regard to age, sex, marital status, race, color, creed, national origin, political affiliation or with regard to whether any such person is or is not affiliated with the Union.

Section 2. The parties agree that their respective rights and authority shall not be exercised as to violate any provision of this Agreement.

ARTICLE 23

SAVINGS CLAUSE

Section 1. Should any article, section or portion thereof of this Agreement be held unlawful, or unenforceable, by any Court of competent jurisdiction, such decision of the court shall apply only to that specific article, section or portion thereof and insofar as may be possible shall not affect the provisions otherwise appearing herein. The City and the Union agree to renegotiate any such article, section or portion as soon as practicable.

Section 2. This Agreement is the entire agreement between the parties terminating all prior agreements, arrangements and practices expressly covered by the provisions hereof.

Section 3. The masculine gender as used in this Agreement shall be deemed to include the feminine gender, unless in the context of the provision(s) concerned, the feminine gender is clearly inappropriate.

Section 4. This Agreement may be amended or modified during its term only with mutual written consent of both parties.

ARTICLE 24

ENTIRE AGREEMENT

This Memorandum constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Memorandum supersedes and cancels all prior written collective bargaining agreements.

The parties acknowledge that during the negotiations which resulted in this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum. Therefore, the City and the Union, for the duration of this Memorandum, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Memorandum or with respect to the effects upon employees of the City's exercise of its rights under the Memorandum, even though such subjects or matters or effects may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Memorandum.

ARTICLE 25

TERM OF AGREEMENT

Section 1. This Agreement shall be effective January 1, 2025, and shall remain in full force and effect until December 31, 2028. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing of its desire to amend the agreement on or before October 1, 2028 or on or before October 1st of any subsequent year. If either party submits such written notice the parties' designated representatives shall commence negotiations not later than November 30, 2028 or November 30 of any subsequent year. Notwithstanding the expiration date set forth above, this entire agreement shall remain in full force and effect during the period of negotiations and until a successor agreement is ratified by both parties.

_____	_____
CITY MANAGER For the City of Decatur, Illinois	PRESIDENT Decatur Police Benevolent and Protective Association Labor Committee
DATED this ___ day of _____, 2024	DATED this ___ day of _____, 2024

ATTEST:

_____

CITY CLERK
City of Decatur, Illinois

EXHIBIT A

POLICE WAGES AS OF JANUARY 1, 2025

increase = 7.00%

	STEP	HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
Patrol Officer					
Start	2	$35.78399	$1,431.36	$2,862.72	$74,430.70
One Year	3	$36.65081	$1,466.03	$2,932.06	$76,233.68
Two Years	4	$39.23559	$1,569.42	$3,138.85	$81,610.04
Three Years	5	$41.19702	$1,647.88	$3,295.76	$85,689.81
Four Years	6	$44.09239	$1,763.70	$3,527.39	$91,712.17
Seven Years	7	$45.85607	$1,834.24	$3,668.49	$95,380.63
Sergeant					
Start	1	$52.58142	$2,103.26	$4,206.51	$109,369.34
Six Months	2	$56.27746	$2,251.10	$4,502.20	$117,057.12

EXHIBIT B

POLICE WAGES AS OF JANUARY 1, 2026

increase = 3.00%

	STEP	HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
Patrol Officer					
Start	2	$36.85751	$1,474.30	$2,948.60	$76,663.62
One Year	3	$37.75033	$1,510.01	$3,020.03	$78,520.69
Two Years	4	$40.41266	$1,616.51	$3,233.01	$84,058.34
Three Years	5	$42.43293	$1,697.32	$3,394.63	$88,260.50
Four Years	6	$45.41516	$1,816.61	$3,633.21	$94,463.53
Seven Years	7	$47.23175	$1,889.27	$3,778.54	$98,242.04
Sergeant					
Start	1	$54.15886	$2,166.35	$4,332.71	$112,650.42
Six Months	2	$57.96579	$2,318.63	$4,637.26	$120,568.84

EXHIBIT C

POLICE WAGES AS OF JANUARY 1, 2027

increase = 3.00%

	STEP	HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
Patrol Officer					
Start	2	$37.96323	$1,518.53	$3,037.06	$78,963.53
One Year	3	$38.88284	$1,555.31	$3,110.63	$80,876.31
Two Years	4	$41.62504	$1,665.00	$3,330.00	$86,580.09
Three Years	5	$43.70592	$1,748.24	$3,496.47	$90,908.32
Four Years	6	$46.77762	$1,871.10	$3,742.21	$97,297.44
Seven Years	7	$48.64870	$1,945.95	$3,891.90	$101,189.31
Sergeant					
Start	1	$55.78362	$2,231.34	$4,462.69	$116,029.94
Six Months	2	$59.70476	$2,388.19	$4,776.38	$124,185.90

EXHIBIT D

POLICE WAGES AS OF JANUARY 1, 2028

increase = 3.00%

	STEP	HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
Patrol Officer					
Start	2	$39.10213	$1,564.09	$3,128.17	$81,332.43
One Year	3	$40.04933	$1,601.97	$3,203.95	$83,302.60
Two Years	4	$42.87379	$1,714.95	$3,429.90	$89,177.49
Three Years	5	$45.01710	$1,800.68	$3,601.37	$93,635.57
Four Years	6	$48.18094	$1,927.24	$3,854.48	$100,216.36
Seven Years	7	$50.10817	$2,004.33	$4,008.65	$104,224.98
Sergeant					
Start	1	$57.45713	$2,298.29	$4,596.57	$119,510.84
Six Months	2	$61.49590	$2,459.84	$4,919.67	$127,911.48

EXHIBIT E

EXPEDITED ARBITRATION RULES

A. Cases subject to the expedited procedure will be heard in chronological order according to the date filed. Exceptions will be made only in order to facilitate the use of non-employee witnesses.

B. Cases currently scheduled for arbitration may be subject to this expedited procedure, subject to agreement of the parties.

C. Four Arbitrators constituting an "expedited" panel will be selected by the parties. The "expedited" panel will be reviewed every six months, at which time substitutions may be made. In making substitutions, an Arbitrator may be removed at the request of either party, but any substitute must be agreed upon.

D. In scheduling hearings, the Arbitrator on the panel will be required to schedule a block of two or three consecutive hearing days.

E. Arbitrators will receive all grievance documents and relevant documents from the Professional Standards file at least one week prior to the hearing, at the discretion of the Arbitrator.

F. Arbitrators will be permitted to issue subpoenas in accordance with applicable law. Subpoenas shall not used for purposes of delay.

G. The hearings shall be informal. The Arbitrator shall assist the parties in ensuring that there is a complete record.

H. The Arbitrator may require witnesses to testify under oath.

I. There shall be a stenographic record of the proceedings.

J. The rules of evidence normally followed in arbitration proceedings shall apply. The Arbitrator shall be the sole judge of the relevance and materiality of the evidence offered.

K. The parties may argue orally on the record and may present relevant authorities to the Arbitrator at the hearing.

L. The Arbitrator will issue a decision no later than thirty (30) days after the submittal of post-hearing briefs, or sixty (60) days after the completion of the last day of the scheduled hearing if no briefs are to be filed. His/her decision shall be based upon the record developed by the parties before and at the hearing, and shall include a written explanation of the basis for his/her conclusion and shall include reference to the evidence considered and the role that evidence played in reaching his/her decision.

EXHIBIT F

DRUG TESTING TERMS AND CONDITIONS

Section 1. Only laboratories that are agreed to by the Union and the City and that meet the Substance Abuse and Mental Health Services Administration (SAMHSA) standards shall be used to conduct tests, except for tests given by a breathalyzer operator duly certified by the Illinois Department of Public Health. The labs must use tamperproof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of six (6) months. The labs must be willing to demonstrate their sample handling procedures to the Union at any time. The labs shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The labs shall make such results available to the Union upon request. All testing of blood samples shall be by chemical analysis of the blood or blood serum by gas chromatography/mass spectrometry (GC/MS). At the time a blood or urine specimen is taken, the employee shall be given a copy of the specimen collection procedures, the specimens must be immediately sealed, labeled and initialed by the employee to insure that the specimens tested by the laboratory are those of the employee. The required procedures are as follows:

The specimen shall be taken promptly with as little delay as possible. Immediately after the specimens are taken, the individual specimen container shall, in the presence of the employee and a Union representative if requested by the employee, be labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial same. The specimens shall be placed in the transportation container after being taken. Then the container shall be sealed in the employee's presence and in the presence of the Union representative if so requested by the employee and the employee given an opportunity to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the soonest normal business day by courier or the fastest other method available.

Section 2. In the event the test results show the presence of alcohol, presumptions shall apply in accord with the following chart.

Elapsed Time Since Employee Has Begun His Workday to Time Test Was Given	Considered Unimpaired	No Presumption	Presumed to Have Been Impaired
0 Hours – 1 Hour	.05 or less	.05 but not .08	.08 or more
1 Hour – 2 Hours	.04 or less	.04 but not .07	.07 or more
2 Hours – 3 Hours	.03 or less	.03 but not .06	.06 or more
3 Hours – 4 Hours	.02 or less	.02 but not .05	.05 or more
4 Hours – 5 Hours	.01 or less	.01 but not .04	.04 or more
5 Hours – 6 Hours	.00 or less	.00 but not .03	.03 or more
6 Hours – 7 Hours	.00 or less	.00 but not .02	.02 or more
7 Hours - 8 Hours	.00 or less	.00 but not .01	.01 or more

Percent by weight of alcohol in the blood shall be based upon grams of alcohol per 100 cubic centimeters of blood.

The presumptions of the foregoing shall not be construed as limiting the introduction of any other evidence bearing upon the question of controlled substances. Nor do said presumptions in any way limit the right of the City to discipline any employee for the refusal of said employee to comply with the provisions hereof.

An officer who tests positive for the presence of illegal drugs and/or cannabis shall be subject to discharge. Officers ordered to submit to alcohol and/or drug testing shall promptly comply with the order. The testing procedure for the presence of drugs or alcohol shall conform to DHHS SAMHSA guidelines, and the cost of initial and confirmatory testing shall be borne by the City.

A sufficient specimen of the same bodily fluid or material shall be collected to permit for an initial screening, a confirmatory test , and a sufficient amount to be set aside and reserved for later testing by the employee at his/her own expense. In case of urine testing, it shall be a split sample.

Testing shall be conducted according to SAMHSA requirements in effect on the date the specimen is collected. Only confirmed positive results shall be reported to the City through its medical review officer.

Concentration of a drug at or above levels established by SAMHSA and in effect on the date the specimen is collected shall be considered an initial positive test result when using the initial immunoassay drug screening test. At the present time, those levels are:

INITIAL TEST

Initial test analyte	Initial test cutoff concentration
Marijuana metabolites	50 ng/mL
Cocaine metabolite (Benzoylecgonine)	150 ng/mL
Codeine/Morphine	2,000 ng/mL
Hydrocodone/Hydromorphone	300 ng/mL
Oxycodone/Oxymorphone	100 ng/mL
6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL
Amphetamine/Methamphetamine	500 ng/mL
Methylenedioxymethamphetamine (MDMA)	500 ng/mL
Methylenedioxyamphetamine (MDA)	500 ng/mL
Steroid Metabolites	
Nandrolone	2 ng/mL
Testosterone to Epitestosterone Ratio (T/E)	>6

Concentration of a drug at or above levels established by SAMHSA and in effect on the date the specimen is collected for confirmatory tests shall be considered a positive test result when

performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a different initial screening method:

CONFIRMATORY TEST

Confirmatory test analyte	Confirmatory test cutoff concentration
THCA	15 ng/mL
Benzoylecgonine	100 ng/mL
Codeine	2,000 ng/mL
Morphine	2,000 ng/mL
Hydrocodone	100 ng/mL
Hydromorphone	100 ng/mL
Oxycodone	100 ng/mL
Oxymorphone	100 ng/mL
6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL
Amphetamine	250 ng/mL
Methamphetamine	250 ng/mL
Methylenedioxymethamphetamine (MDMA)	250 ng/mL
Methylenedioxyamphetamine (MDA)	250 ng/mL
Steroid Metabolites	
Nandrolone	2 ng/mL
Testosterone to Epitestosterone Ratio (T/E)	>6

Section 3. If the test results establish that the employee is considered to have been unimpaired (alcohol) or negative for the presence of illegal drugs or cannabis, the employee shall be compensated for all time lost from work as a result of the order to take the test; in addition, the employee shall be compensated at the rate of the employee's straight time hourly rate for all hours in excess of their scheduled work day that the employee is involved in activities as a result of the order to take the test.

The City shall notify a Union Executive Board member that the employee has been subjected to testing within sixty (60) hours after the employee has submitted to the test. The City shall make available to the employee a copy of the written report from the laboratory within twenty-four (24) hours after the report is received by management. Reports of a positive test shall, at a minimum, state 1) the type of tests conducted, 2) the results of the tests, 3) the sensitivity (cut-off point) of the methodology employed, and 4) any available information concerning the margin of accuracy and precision of the quantitative data reported for the test(s). All reports shall be reviewed by a toxicologist or a physician prior to release and only confirmed results shall be reported to the City. However, in the case of a negative test, the report shall specify only that the test was negative for the particular substance.

At the time of submitting to the testing, an employee shall have the right to request that specimen be preserved for a period of not less than 6 months, except for breathalyzer tests as authorized by the provisions of exhibit D. The City agrees to make arrangements with the medical facility which is performing the testing, to allow for the preservation of the samples as

requested.

Section 4. If the test results show the presence of alcohol, cannabis, or any controlled substances the Union shall have the right to request the preserved samples to be sent for testing to a laboratory and chosen from a list of laboratories agreed to by the parties and which meet the SAMHSA Standards. The cost shall be borne by the employee requesting such testing. If the retest results are negative, the cost of such retest shall be paid by the City, and the employee's records cleared.

Section 5. For random drug tests, the following additional conditions shall apply:

(a) The City will contract with an independent third party to provide random selection services through use of a computerized random number generator program. The City shall specify the percentage of represented positions (which shall be at least 25%) that are to be tested annually, the dates and the number of dates on which the body substance specimens are to be collected. The random number generator will then select the individuals to be tested on each date. Dates may be modified by the Chief of Police in the circumstance of a major case or major event pre-empting testing. Under such circumstances, a new list of employees to be tested shall be generated.

(b) To maintain the security of the selection system, the contractor shall deal exclusively with the Deputy Chief of Police for Administrative Operations or his/her designee for purposes of notifying the City of individuals selected for testing, verifying and updating the pool and supplemental selection of individuals, if necessary.

(c) The Deputy Chief of Police for Administrative Operations or his/her designee shall timely notify the Union President of testing dates, or such other Union representative as has been previously designated in writing by the President. In the absence of the President or designated alternate, the department shall attempt to notify the officers of the Union in descending order of their office. It shall be the obligation of the Union representative to promptly come to the office of the Deputy Chief to participate in the verification of the random drug test pool roster, and verification of the selection of officers to be tested.

(d) On the testing date and upon the arrival of the Union representative, the Deputy Chief of Police for Administrative Operations or his/her designee shall notify the selection contractor to electronically forward the existing random drug test pool roster and the contractor shall sign the roster submitted. Upon receipt of the roster from the selection contractor, the Deputy Chief of Police for Administrative Operations or his/her designee in the presence of the Union representative shall update and verify the roster. The Deputy Chief of Police for Administrative Operations or his/her designee and the Union representative shall both sign off on the roster and return it to the selection contractor by electronic transmission. The contractor will promptly do the random selection and return the list to the Deputy Chief of Police for Administrative Operations or his/her designee having signed off on it. The Deputy Chief of Police for Administrative Operations or his/her designee and the Union representative will then check the selection list against the updated roster to insure that all of the names selected are on the roster. Within one week after the testing date, the department shall deliver to the Union signed copies of the initial roster submitted by the contractor, the updated roster returned by the department, and the selection

list sent by the contractor. All copies of rosters, lists and other related records shall be maintained in secure storage by both parties, allowing access only on a strict need-to know basis.

(e) The Deputy Chief of Police for Administrative Operations or his/her designee will then sort the selection list by unit and shift for notification of the officers to be tested. After the start of the shift on which the testing is to begin, the Deputy Chief of Police for Administrative Operations or his/her designee shall deliver the respective lists of names in sealed envelopes to the shift lieutenant of the officers to be tested. It shall be the responsibility of the shift lieutenant to ensure that all of the officers to be tested in his/her command report to the collection site as promptly as practical, but in any event before they secure from the shift.

(f) Any officer selected who is on authorized time off which was applied for and approved prior to the date of the test shall be required to report to the collection site on his/her first day back from preapproved leave. Any officer who requests leave of any type on the testing date shall be required to report to the collection site on the shift he would otherwise have been required to report unless he is excused by the Chief of Police for good cause shown. Any officer so excused shall be required to report to the collection site on his first day back to work.

(g) When an officer is selected in the random process, he/she shall promptly report to the appropriate collection site upon the direction of his/her commanding officer or supervisor. He/she shall provide specimens of urine sufficient to allow for "split sample" collection and processing of the specimens.

(h) The City will direct the laboratory to provide to the Union, upon its request, copies of the quarterly statistical summary which shows the number and types of tests performed and the number of tests showing positive or negative.

EXHIBIT G
HEALTH INSURANCE PLAN HIGHLIGHTS EFFECTIVE 01/01/2024

HEALTH INSURANCE PLAN HIGHLIGHTS—EFFECTIVE 1/1/2024

MAJOR PLAN ELEMENTS	Plan PJ1005	Plan PJ1009	PE4337
Deductible:			
Single (In network / out of network)	$250 / $500	$750 / $1,500	$1,600 / $3,000
Family/person (In / out of network)	$750 / $1,500	$2,250/ $4,500	$3,200 / $4,500
Max Out-of-Pocket Limit:			
Single (In network / out of network)	$2,000 / $4,000	$3,000 / $6,000	$3,000 / $6,000
Family (In network / out of network)	$4,000 / $8,000	$6,000/ $12,000	$7,150 / $22,500
HSA Eligible	No	No	Yes
	BI-MONTHLY PREMIUM CONTRIBUTIONS		
SINGLE Coverage	$42.00	$17.00	$5.00
EMP + SPOUSE Coverage	$89.00	$41.50	$21.50
EMP + CHILDREN Coverage	$84.50	$40.00	$20.50
FAMILY Coverage	$131.50	$61.50	$31.00
COVERAGE FOR ALL PLANS	**IN NETWORK**		
Hospital benefit Inpatient/Outpatient	80% after deductible	80% after deductible	80% after deductible
Physician Services In Network	80% after deductible	$20 copay Deductible does not apply	80% after deductible
Emergency Care	$150 copay for non-emergency	$150 copay for non-emergency	80% after deductible
Preventive Care: Evidence-based items / services rated A or B as recommended by U.S. Preventive Services Task Force	100% deductible does not apply	100% deductible does not apply	100% deductible does not apply
Prescription Medicines (retail)	$10 Generic, $20 Formulary, $50 Non-Formulary, $50 Specialty	$10 Generic, $20 Formulary, $50 Non-Formulary, $50 Specialty	80% after deductible
Prescription Medicines: Out-of-pocket expense limit	Individual - $1,000 Family - $3,000	Individual - $1,000 Family - $3,000	Included w/ Medical
Private duty nursing	80% after deductible 60 visits per calendar year	80% after deductible 60 visits per calendar year	80% after deductible 60 visits per calendar year
Physical/Occupational/Speech therapy	80% after deductible 60 combined visits per calendar year	80% after deductible 60 combined visits per calendar year	80% after deductible 60 combined visits per calendar year
Chiropractor (Manipulation)	25 visits per calendar year	25 visits per calendar year	25 visits per calendar year
Precertification	Failure to pre-certify may result in a reduction in benefits when receiving inpatient services		

NOTE: The above chart represents only a summary of plan benefits and related information, and is provided for illustrative purposes only. It is not intended as a substitute for the plan document. For detailed information on plan benefits, conditions, limitations, and exclusions, please refer to the plan document.

SUBJECT: Resolution Authorizing Intergovernmental Agreement between the City of Decatur, Illinois and Primary Products Ingredients America LLC, Regarding Employee, Contractor Use and Transit Fares

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
IGA	Backup Material

TRANSPORTATION SERVICES DEPARTMENT

DATE: October 7, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Transportation Services Director

SUBJECT: Resolution Authorizing Intergovernmental Agreement between the City of Decatur, Illinois and Primary Products Ingredients America LLC Regarding Employee, Contractor Use and Transit Fares

RECOMMENDATION: The attached Resolution allows for the City of Decatur to execute an Intergovernmental Agreement with Primient for a quarterly reimbursement for Primient fares.

BACKGROUND: The Transportation Services Department proposes an intergovernmental agreement with Primient that would allow all Primient Employees and Contractors to travel anytime, on City of Decatur buses, with no restrictions, as long as they have a valid Primient badge. In return, Primient will reimburse the City on a quarterly basis for actual Primient ridership counts.

This Agreement will assist in reducing the transportation barrier that some Primient employees face. The proposed change is projected to increase ridership and have no noticeable effect on transit revenues since Primient will continue to pay for their employees to ride.

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

BUDGET/TIME IMPLICATIONS: Authorizes the IGA between City of Decatur and Primient.

RESOLUTION NO. 2024_____

RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DECATUR, ILLINOIS AND PRIMARY PRODUCTS INGREDIENTS AMERICA LLC REGARDING EMPLOYEE, CONTRACTOR USE AND TRANSIT FARES

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

Section 1. That the Intergovernmental Agreement presented herewith to the City Council between the City of Decatur, Illinois and Primary Products Ingredients America LLC (hereinafter "Primient") with the same or substantially same terms and the same is hereby, received, placed on file, approved and attached as Exhibit A.

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

PRESENTED AND ADOPTED this 7th day of October 2024.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DECATUR, ILLINOIS AND PRIMARY PRODUCTS INGREDIENTS AMERICA LLC REGARDING EMPLOYEE, CONTRACTOR USE AND TRANSIT FARES

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement"), entered into between the Primary Products Ingredients America LLC (hereinafter "Primient"), and the City of Decatur, Illinois, an Illinois municipal corporation (hereinafter "City");

WHEREAS, the City owns certain equipment and vehicles used for public transit purposes including, but not limited to public transit busses that are used in the public transit system (hereinafter "transit system") operating in the City; and,

WHEREAS, the City is responsible for and has the authority for the setting of fares of persons using the transit system; and,

WHEREAS, Primient is a multi-national corporation providing hundreds of job opportunities for residents in the City and surrounding areas; and,

WHEREAS, Primient employees and contractors are responsible for their transportation to Primient job sites, including utilization of public transit operated by the City; and,

WHEREAS, the cost of public transit transportation is often a challenge and barrier for Primient employees and contractors in need of that mode of transportation through the transit system for attendance at their Primient work site; and,

WHEREAS, the parties have agreed upon mutually agreeable terms and conditions relating to the use of the transit system by Primient's employees and contractors and the parties wish to reflect their agreement in writing;

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

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

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

3. **City Obligation.**

   A. The City shall permit Primient's active employees and contractors with valid credentials or Primient ID of active employment to use the transit system at all times the transit system is in operation without payment by the individual Primient employer or contractor so long as the current valid Primient ID credential or Primient employee's contractors ID is presented while using the transit system.

   B. City will track and record the number of Primient employees or contractors or Primient ID for the term of this Agreement and invoice Primient on a quarterly basis for those students.

4. **Rate.** City shall bill Primient for each Primient employee or contractor utilizing the City's transit system at the adult rate in effect at the time of use by the employee or student.

5. **Primient Obligations.** Upon receipt of an invoice from the City, Primient agrees to pay to the City the amount invoiced within thirty (30 days of date of invoice.

6. **Term.** This Agreement shall initially be for the period beginning November 1, 2024, and terminating October 31, 2025, and shall thereafter automatically renew for successive annual terms of November 1 to October 31 under the terms set forth in this Agreement until and unless terminated as provided in this Agreement**.**

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

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

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

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

City of Decatur	Primient
Attn: City Clerk	Attn: Legal
#1 Gary K. Anderson Plaza	2200 E. Eldorado St.
Decatur, IL 62523	Decatur, IL 62521

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

12. Termination. This Agreement may be terminated by either party if the non-terminating party is in default of the terms of this Agreement or for the convenience of either party by giving the non-terminating party notice to the other no later than March 1 of the year prior to the expiration of the annual term.

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

CITY OF DECATUR, ILLINOIS

_____ _____

MAYOR CITY CLERK

PRIMARY PRODUCTS INGREDIENTS AMERICA LLC

By: DocuSigned by: Erin Armstrong CC9A55E2CD25452... Global Category Manager - Indirect Procurement

DATE: 10/7/2024

MEMO: 2024-06

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT:
This Memo has two associated resolutions:
1. Resolution Authorizing City Manager to Negotiate Terms and Execute an Intergovernmental Agreement between the Sanitary District of Decatur, IL and the City of Decatur, IL for the installation of Fiber Conduit under Lake Decatur at Lost Bridge Road.
2. Resolution Authorizing Acceptance of Additional Associated Costs to Purchase Material and Services from Bodine Electric for Conduit and Staging Services to Finalize each end of the Fiber Conduit installed under Lake Decatur at Lost Bridge Road.

SUMMARY RECOMMENDATION: City Staff recommends that City Council approve both Resolutions authorizing associated intergovernmental Agreement negotiations, work and costs from the Sanitary District of Decatur and Bodine Electric for a combined total not to exceed $104,750 for the purchase and installation of a 2-inch conduit to be run under Lake Decatur at Lost Bridge Road.

BACKGROUND:
City owns, manages, and maintains a 144-strand fiber infrastructure, which is a high-speed telecommunications network providing reliable communication links to and among its own buildings, schools, institutions of higher education, libraries, museums, research institutions, state agencies, other units of local government, and other local businesses. The City is continuing to expand its fiber optic communication network throughout Decatur to connect other City buildings as well as offer better high-speed options to other interested third parties. This action will further fulfill the City's vision of extending access to City fiber in other parts of the community and in this case, a path east across the lake.

City Staff has been seeking opportunities to extend City Fiber across the lake and into the eastern part of the city for several years. Several uses for this connection exist, including Fire House 7, several schools, and the Airport who will all benefit from this work. Previous quotations to get a path across the lake has exceeded $500,000.

On September 5th, 2024, it was brought to my attention that the Sanitary District will be replacing a 14-inch forced sewer main pipe under the lake at Lost Bridge. After some investigation, it was determined that the city could piggyback a 2-inch conduit to the forced main as it is being pulled back through the same bore hole. The forced main boring and pull is planning to be completed the week of October 14th, 2024. On September 18th, I obtained pre-authorization from City Manager to go ahead and order the conduit for this project which we now have possession of. I obtained further authorization from City Manager to continue moving forward with this fast-paced project.

We need to seize this opportunity and save the city nearly $400,000 in costs to complete this fiber path across the lake and into the eastern portion of the City of Decatur.
We will utilize Bodine Electric to complete the install after SDD contractors get the conduit in the ground. The City of Decatur has utilized Bodine Electric for many of its fiber optic construction projects since 2015. Outside of paying the Sanitary District to include our conduit in their project, there are compelling reasons why we should utilize Bodine Electric for the remainder of the required work:

1. They are a local in town fiber construction contractor.
2. They have the ability to meet Minority Worker requirements.
3. They have done excellent work and are highly regarded by the city.
4. They were able to secure the 2-inch conduit for this project which is a miracle in itself since orders of this nature typically take months to get (post pandemic).

Quick action on this project will save the city nearly $400,000.

PRIOR COUNCIL ACTION: City Council has supported City Fiber Projects since inception

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James Edwards, IT Director, (217)450-2236

BUDGET/TIME IMPLICATIONS:
Costs associated with fulfillment of this agreement will be paid from available fiber optic build funds in fund 77.

A very small risk exists where the city 2-inch conduit could get caught on something under the lake as it is being pulled and not make it to the other side with the SDD forced main pipe. If this happens, the city will be liable for time and materials expended up to the point it becomes disconnected from the 14-inch forced main pipe and SDD will charge us a reduced cost, whatever that is. Based on my research, this happening is nearly nonexistent and did not happen in five separate cases I investigated.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING CITY MANAGER TO NEGOTIATE TERMS AND EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE SANITARY DISTRICT OF DECATUR, IL AND CITY OF DECATUR, IL FOR THE INSTALLATION OF FIBER CONDUIT UNDER LAKE DECATUR AT LOST BRIDGE ROAD.

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

Section 1. That the City Manager be authorized to negotiate terms and execute an Intergovernmental Agreement (IGA) between the City of Decatur, Illinois, and Sanitary District of Decatur, IL (SDD), to include a two-inch Fiber Conduit to a forced main pipe being installed by SDD and extending under Lake Decatur at Lost Bridge Road.

Section 2. That the City Manager be, and he is hereby, authorized and directed to sign said IGA on behalf of the City of Decatur.

PRESENTED and ADOPTED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

SUBJECT: Resolution Authorizing Acceptance of other Associated Costs to Install Fiber Conduit Under Lake Decatur at Lost Bridge Road

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Bodine Quote	Backup Material

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING ACCEPTANCE OF OTHER ASSOCIATED COSTS TO INSTALL FIBER CONDUIT UNDER LAKE DECATUR AT LOST BRIDGE ROAD

WHEREAS, the City owns, manages and maintains a 144-strand fiber infrastructure providing high speed telecommunications to the community; and,

WHEREAS, the fiber infrastructure provides reliable communications and connectivity to units of local government, educational facilities, state of Illinois agencies, museums, local businesses and other facilities; and,

WHEREAS, the City continues to expand its fiber communications network throughout Decatur in its goal of providing access to all parts of the community; and,

WHEREAS, The Sanitary District of Decatur, IL (SDD) is installing a 14-inch Forced Main pipe under Lake Decatur at Lost Bridge Road; and,

WHEREAS, the City desires to use the same route SDD is utilizing for their 14-inch pipe install by piggy backing our 2-inch fiber conduit to it; and,

WHEREAS, The city desires to utilize Bodine Electric for the additional work required who has been a provider and installer of fiber infrastructure in the City; and,

WHEREAS, there exists a need for additional extensions of the fiber communications network to the east side of the City to provide fiber access to a firehouse, several schools, and other entities; and,

WHEREAS, Bodine Electric is currently able to secure favorable prices and quick turn around on conduit and other materials needed for this fiber infrastructure extension; and,

WHEREAS, the City desires to expedite the installation and extension of the network to the area described above and enter into an agreement for such without putting the work out for bid due to the time constraints and favorable agreement on price with Bodine Electric; and,

WHEREAS, it was determined that it was in the best interest of the City to coordinate this project with the SDD's forced sewer main replacement and save nearly $400,000 in costs.

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

Section 1. That the Proposal and Quote received from Bodine Electric for completion of the Lost Bridge Fiber Raceway, attached as Exhibit A, presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order from the City of Decatur, Illinois, to Bodine Electric for a total not to exceed $22,750.

PRESENTED AND ADOPTED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

EXHIBIT A

Bodine Electric
OF DECATUR

Traffic Division

1845 North 22nd Street ▪ Post Office Box 976 ▪ Decatur, IL 62526
Phone (217) 423-2593 ▪ (800) 252-3369 ▪ Fax (217) 420-4275

October 2, 2024

Project: City of Decatur – Lost Bridge Fiber Raceway
Location: Decatur, IL
Attention: Jim Edwards

Scope of Work

We will provide all necessary supervision, labor, materials and equipment for the successful completion of the above referenced project as herein specified.

- Provide 2" SDR 7 pipe for installation with 14" force main.
- Receive SDR 7, load on our reel trailer, deliver to jobsite.
- When bore is finished, unroll remaining SDR 7, secure ends and remove reel trailer.
- **Our Price: $22,750.00 Dollars.**

Costs for premium wages are not included in this proposal. Our standard working hours are 7:00AM – 3:30PM, Monday through Friday excluding holidays.

Use of this quotation is based upon the understanding that Bodine Electric Traffic Division of Decatur has necessarily assumed certain conditions in order to arrive at its best estimate for doing the work. In the event that actual conditions significantly vary from our assumptions, then a fair adjustment to the price is expected. These include:

- Physical conditions significantly different from what could be determined from a reasonable inspection of the worksite and/or information supplied by customer.
- The correctness and completeness of the contract documents is the sole responsibility of those who have prepared them. This proposal covers only that work that is adequately shown, described and/or detailed in the provided contract documents.
- Inability to start work and have reasonably uninterrupted access to Bodine Electric of Decatur's work until completed.
- Reasonably prompt resolution of any questions that may arise in the course of the work, including any necessary approvals by the customer or its agents.
- Standard insurance coverage currently in effect at the time of submission. All non-standard insurance requirements shall be waived or the direct cost paid by the requestor.
- Due to the volatility of the copper market, this proposal will be held firm for **15** days.

We further reserve the right to negotiate the terms of the contract that the customer may wish to use. Bodine Electric's payment terms are 30 days from date of invoice.

Bodine Electric
OF DECATUR

Traffic Division

1845 North 22nd Street ▪ Post Office Box 976 ▪ Decatur, IL 62526
Phone (217) 423-2593 ▪ (800) 252-3369 ▪ Fax (217) 420-4275

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- Physical conditions significantly different from what could be determined from a reasonable inspection of the worksite and/or information supplied by customer.
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- Standard insurance coverage currently in effect at the time of submission. All non-standard insurance requirements shall be waived or the direct cost paid by the requestor.
- Due to the volatility of the copper market, this proposal will be held firm for **15** days.

We further reserve the right to negotiate the terms of the contract that the customer may wish to use. Bodine Electric's payment terms are 30 days from date of invoice.

Bodine Electric
OF DECATUR

Bodine Electric has and always will hold the safety of their employees in the highest regard. This standard will be demonstrated on this project with the presence of our safety department personnel on a regular basis. Our experience modification rate of .68 is far below the national average.

Thank you for the opportunity to offer this estimate. Please feel free to contact me at 217-420-4224 or by fax at 217-420-4296 if you have any questions, or to schedule this project.

Regards,

Scott McIntyre
Project Manager

DATE: 10/2/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Ordinance Creating City Code Chapter 51.6 Municipal Gas Use Tax

ATTACHMENTS:

Description	Type
Memo-Gas Tax	Cover Memo
Gas Tax Ordinance	Ordinance

MEMO

DATE: October 7, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Ordinance Creating City Code Chapter 51.6 – Municipal Gas Use Tax

RECOMMENDATION: It is recommended by staff that this Ordinance creating a Gas Use Tax be adopted as presented.

BACKGROUND: In 2019, City management staff became aware of the fact there was an issue with the natural gas utility tax revenue. Users which select alternative suppliers (other than Ameren) for their gas supply do not get taxed on the gas supply, though Ameren does collect 4.25% on the rest of their bill which would be on transmission and distribution charges. The City generates approximately $1.5M of revenue annually from this tax that applies to residential and commercial customers alike. This issue is unique to gas and there is not the same issue within the electric utility tax, as Ameren collects the tax even when they are not the supplier for electricity.

Illinois Statute allows the City to collect a tax on those natural gas users not paying utility tax on their gas supply, under a gas use tax. Staff is proposing we implement a $.0425 per them on alternatively supplied natural gas for all users (with the exception to really large users) to provide equity with our utility tax rate. Those manufacturing gas users which use more than 40 million therms annually per account, certified by the City, would be taxed at a rate of $.0225 per therm. We believe these rates would keep the City of Decatur competitive with our comparable communities in central Illinois. Ameren has confirmed they can setup a tiered rate structure as we have proposed.

On the point of remaining competitive it is important to consider utility taxes on both natural gas and electric collectively. The City first adopted electric tax in 2002 and then raised it once in 2015 with the gas tax increase that took it to the current rate. Those tax rates for both natural gas and electricity have remained the same since 2016. Since this time compounded inflation has increased by more than 25%. The proposed gas use tax would impact approximately 200 users, with currently only two meeting the threshold described above for really large users. Most of the users to be impacted by this gas use tax are commercial businesses, though there are a small handful of residents that also are included. This gas use tax would exempt units of local government including the school district as our utility tax Ordinance does already.

Staff recommends approval of this proposed gas use tax to bring parity and equity to our natural gas utility taxpayers. Without this gas use tax adoption and implementation, we can expect our natural gas utility tax revenues to continue to decline as users would see this as an opportunity to skirt the local utility tax.

STAFF REFERENCE: For any questions, the City Council may contact Jon Kindseth, Deputy City Manager and Tim Gleason, City Manager.

ORDINANCE NO. _____

ORDINANCE CREATING CITY CODE
- CHAPTER 51.6 -
- MUNICIPAL GAS USE TAX–

WHEREAS, the City of Decatur is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, in furtherance of its home rule powers, it is necessary and desirable for the City of Decatur to amend its ordinances regarding taxation by creating a municipal gas use tax.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Decatur, Illinois as follows:

Section 1. The City Code of Decatur be and is hereby amended by creating and enacting a new Chapter 51.6 entitled Municipal Gas Use Tax and shall provide as follows:

- CHAPTER 51.6 -
- MUNICIPAL GAS USE TAX–

1. PURPOSE AND INTENT. The tax imposed by this Chapter shall be known as the "Municipal Gas Use Tax" and is imposed in addition to all other taxes imposed by the City of Decatur, the State of Illinois, or any other municipal corporation or political subdivision thereof.

2. DEFINITIONS. For the purpose of this Chapter, the following definitions shall apply:

(a) "**Person**" means any individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, municipal corporation or

political subdivision of this state, or a receiver, trustee, conservator or other representative appointed by order of any court.

(b) "**Public Utility**" means a public utility as defined in Section 3-105 of the Public Utilities Act.

(c) "**Public Utilities Act**" means the Public Utilities Act as amended, (220 ILCS 5/1-101 et seq.).

(d) "**Retail Purchaser**" means any Person who purchases gas in a Sale at Retail, except for school districts or other units of local government.

(e) "**Sale at Retail**" means any sale of gas by a retailer to a Person for use or consumption, and not for resale. For this purpose, the term "retailer" means any Person engaged in the business of distributing, supplying, furnishing or selling gas.

3. TAX. Except as otherwise provided by this Chapter, a tax is imposed on the privilege of using or consuming gas in the City that is purchased, regardless of where or from whom it is purchased, in a Sale at Retail at the rate of four and one-quarter (4.25) cent(s) per therm. The ultimate incidence of and liability for payment of the tax is on the Retail Purchaser, and nothing in this Chapter shall be construed to impose a tax on the occupation of distributing, supplying, furnishing, selling or transporting gas or upon any person, business or activity which under the constitutions of the United States or the State of Illinois, may not be made the subject of taxation by the City.

4. COLLECTION AND PAYMENT OF TAX BY PUBLIC UTILITY.

(a) The City is authorized to enter into agreements for the collection of the tax imposed by this Chapter and in conformance and compliance with the requirements set forth in this Chapter, with any Public Utility providing gas service in the City

(b) The Retail Purchaser shall pay the tax, measured by therms of gas delivered to the Retail Purchaser's premises, to the Public Utility designated to collect the tax pursuant to Section 4 of this Chapter on or before the payment due date of the Public Utility's bill first reflecting the tax, or directly to the City on or before the fifteenth day of the second month following the month in which the gas is delivered to the Retail Purchaser if no Public Utility has been designated to collect the tax pursuant to Section 4 or if the gas is delivered by a person other than a Public Utility so designated. A Person who purchases gas for resale and therefore does not pay the tax imposed by this Chapter with respect to the use or consumption of the gas, but who later uses or consumes part or all of the gas, shall file and pay the tax as directed by the City of Decatur on or before the fifteenth day of the second month following the month in which the gas is used or consumed.

(c) The Public Utility will collect the tax from Retail Purchasers as an independent contractor and will file and remit collected taxes to the City of Decatur, as directed by the City, monthly and no later than the last calendar day of each calendar month but will not be responsible to the City for any tax not actually collected from a Retailer Purchaser. The Public Utility will be entitled to withhold from tax collections a service fee equal to three (3) percent of the amounts collected and timely remitted to the City.

5. EXEMPTION. To prevent multiple taxation, the use of gas in the City by a Retail Purchaser shall be exempt from the tax imposed by this Chapter if the gross receipts from the Sale at Retail of such gas to the Retail Purchaser are properly subject to a tax imposed upon the seller of such gas pursuant to the City's municipal utility tax, as amended from time to time set forth in Chapter 51.3 of the Decatur City Code and authorized pursuant to Section 8-11-2 of the Illinois Municipal Code (65 ILCS 5/8-11-2).

6. APPLICATION OF TAX TO CERTIFIED LARGE MANUFACURERS.

Certain accounts of large manufacturers are eligible to be taxed at the rate of two and one-quarter

(2.25) cents per therm. To be eligible, a manufacturer must have operations in the City and must have been billed on a single account for at least 40 (forty) million therms in a prior designated 12-month period. Certified accounts will be taxed at the lower rate for all billing periods ending in a particular calendar year and must be renewed annually. The City is authorized to establish a process under which such a manufacturer may apply to become certified and such application shall be made to the City as directed.

7. **BOOKS AND RECORDS**. Every tax collector and every taxpayer required to pay any of the taxes imposed by this Chapter shall keep accurate books and records of its business or activity, including contemporaneous books and records denoting the transactions that give rise, or may have given rise, to any tax liability under this Chapter. The books and records shall be subject to and available for inspection by employees or agents of the City at all times during regular business hours of the tax collector or taxpayer.

8. EFFECTIVE DATE. This tax shall apply to gas for which the delivery to the Retail Purchaser is billed by a Public Utility on or after January 1, 2025.

9. SEVERABILITY. If any portion of this Chapter is found invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.

10. LATE PAYMENT; FAILURE TO FILE.

A. In the event any person who is required under this Chapter to file a tax return with the City fails to file a return when and as required, such person shall pay to the City, in addition to the amount of tax required to be transmitted, a penalty of five percent of the tax that such person is required to transmit to the City provided, however, a twenty (20) percent penalty will be imposed for any fraudulent failure to transmit such tax.

B. In case any person who is required under this Chapter to file a tax return with the City files a return at the time required but fails to transmit the tax proceeds, or any portion thereof

to the City when due, a penalty of five (5) percent of the amount of tax not transmitted to the City shall be added thereto; provided, however, the fraudulent failure to pay such tax will result in a twenty (20) percent penalty.

C. In addition to any penalty for which provision is made in this Chapter, any amount of tax not transmitted when due shall bear interest at the rate of two (2) percent per month, or fraction thereof, until fully transmitted.

11. CREDIT FOR OVERPAYMENT. If it shall appear that an amount of tax has been paid which was not due under the provisions of this Chapter, whether as a result of a mistake of fact or an error of law, then such amount shall be credited against any tax due, or to become due, under this Chapter from the taxpayer who made the erroneous payment, provided that, no amounts erroneously paid more than three (3) years prior to the filing of a claim therefore shall be so credited. No person shall be entitled to a refund of, or credit for, a tax imposed under this Chapter unless the person files a claim for refund or credit within one (1) year after the date on which the tax was paid or remitted.

12. PENALTY; CIVIL ACTION.

A. Any taxpayer who fails to make a return within the time required therefore, or who fails to pay the tax due, or any portion thereof, for any month within the time required therefore, or who makes a fraudulent return or willfully violates any other provision of this Chapter shall be fined not less than Two Hundred Fifty Dollars ($250.00) no more than Five Hundred Dollars ($500.00).

B. All taxes required to be paid to the City under the terms of this Chapter shall constitute a debt owed to the City, and the payment thereof may be enforced by the City in any court of competent jurisdiction. The payment of such debt, whether a pursuant to legal action or otherwise, is in addition to any penalty imposed under subsection (A) hereof.

Section 2. That the City Clerk be, and she is hereby authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published according to law.

Section 3. That the provisions of all ordinances in conflict with the provisions of this ordinance insofar as the same are in conflict with said provisions be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
City Clerk, City of Decatur

SUBJECT: Ordinance Amending City Code Chapter 52 - Alcoholic Liquor

ATTACHMENTS:

Description	Type
Memo -Ordinance Amending City Code Chapter 52 - Alcoholic Liquor	Cover Memo
Ordinance Amending City Code Chapter 52 - Alcoholic Liquor	Ordinance

CITY COUNCIL MEMORANDUM
NO. 2024-

October 2, 2024

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 52 – ALCOHOLIC LIQUOR

RECOMMENDATION: Staff has been asked to draft an ordinance to amend Chapter 52 regarding the ability of new applicants and transfers of liquor licenses to obtain Class V licenses related to video gaming.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS:

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 52 –
- ALCOHOLIC LIQUOR –

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

WHEREAS, the City of Decatur is a home rule unit of local government pursuant to Article VII, Section 6 of the Constitution of the State of Illinois of 1970; and,

WHEREAS, the City of Decatur has the authority to adopt ordinances and promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and,

WHEREAS, the City of Decatur has the authority to regulate certain businesses including video gaming under its police power; and,

WHEREAS, the Council of the City of Decatur has expressed concern regarding the proliferation of video gaming terminals throughout the City and its effects on its citizens; and,

WHEREAS, certain businesses are applying for liquor licenses solely to obtain the eligibility for video gaming terminals even though there is a limitation on the number of video gaming parlors; and,

WHEREAS, to deter certain classes of liquor licenses from being abused for the sole intention of operating a video gaming establishment, amendments to liquor license classifications will be required; and,

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

Section 1. That Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 4, 7, 9, and 10 so that Sections 4, 7, 9, and 10 as so modified and amended, shall provide as follows:

…4. **LICENSE CLASSIFICATIONS.** Classes of local liquor licenses are hereby established and are hereby authorized as follows:…

> **Class G**, under which the licensed premises may only be a restaurant in which the licensee has invested therein after May 10, 1985 not less than $250,000.00 (which may include the capitalized value of the first five years only of a leasehold interest) as reasonably determined by the Local Liquor Control Commissioner using general recognized accounting practices, which said Class G

license shall not be issued for any premises situated in any Residence, Office, or Park Mobile Home established by the Zoning Ordinance unless the licensed premises are a club house connected with a golf course. A Class G Restaurant shall be defined as any public place kept, used, maintained, advertised and held out to the public primarily as a place where meals are served and where meals are actually prepared and served without sleeping accommodations, such space being provided with adequate and sanitary kitchen which shall include, but not limited to, sink; refrigerator with the minimum capacity of 20 cubic feet; and oven with the minimum capacity of 4.3 cubic feet or a range or a grill; and dining equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests, where the sale or consumption of alcoholic liquor is only incidental to the serving of meals and where 60% or more of the gross revenue of the business must be from the serving of meals. A restaurant must serve at least four (4) full entrée style meals available to be ordered from and/or served at the customer's table. The mere availability and service at any premises of cold or hot sandwiches, pre-cooked frozen meals that are reheated, hors d'oeuvres, popcorn, nachos, pretzels, potato chips, hot dogs, candy, or other snack foods will not, standing alone, be deemed sufficient to constitute such premises as a restaurant within the meaning of this Chapter. Class G Restaurants may not share interior access to another business, may not share the same utilities, and said premises shall have a seating capacity for the service of meals at tables and/or counters for not less than twenty-five (25) patrons at the same time. Alcoholic liquor may be dispensed and sold no later than one (1) hour after meal service has ended….

…**Class I,** under which the licensed premises may only be a restaurant at which alcoholic liquor may be sold by the drink or pitcher only, for consumption on the premises and only at tables and incidental to the service of meals. A Class I licensee shall not be permitted to operate on the licensed premises a bar or lounge area at which alcoholic liquors alone may be purchased, which said Class I license shall not be issued for any premises situated in any Residence, Office or Park Mobile Home or Neighborhood Shopping District as established by the Zoning Ordinance unless the licensed premises are a club house connected with a golf course or a restaurant establishment as an approved Historic Neighborhood Use. A Class I Restaurant shall be defined as any public place kept, used, maintained, advertised and held out to the public primarily as a place where meals are served and where meals are actually prepared and served without sleeping accommodations, such space being provided with adequate and sanitary kitchen which shall include, but not limited to, sink; refrigerator with the minimum capacity of 20 cubic feet; and oven with the minimum capacity of 4.3 cubic feet or a range or a grill; and dining equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests, where the sale or consumption of alcoholic liquor is only incidental to the serving of meals and where 60% or more of the gross revenue of the business must be from the serving of meals. A restaurant must serve at least four (4) full entrée style meals available to be ordered from and/or

served at the customer's table. The mere availability and service at any premises of cold or hot sandwiches, pre-cooked frozen meals that are reheated, hors d'oeuvres, popcorn, nachos, pretzels, potato chips, hot dogs, candy, or other snack foods will not, standing alone, be deemed sufficient to constitute such premises as a restaurant within the meaning of this Chapter. Class I Restaurants may not share interior access to another business, may not share the same utilities, and said premises shall have a seating capacity for the service of meals at tables and/or counters for not less than twenty-five (25) patrons at the same time. Alcoholic liquor may be dispensed and sold no later than one (1) hour after meal service has ended.…

…**Class V**, under which a licensed premises is authorized to pour and serve alcoholic liquor for on-premises consumption, where video gaming is not expressly prohibited by this Chapter, and where the licensed premises requests to operate video gaming terminals inside the licensed premises. Class V liquor licenses shall be issued in addition to the Class of license which authorizes the premises to sell alcoholic liquor and shall run concurrent with said license. Class V licenses shall not be issued for Class B, Class D, Class E, Class F, Class H, Class J, Class K, Class L, Class M, Class N and Class P liquor licenses. Except for Class C licenses, beginning July 1, 2024, each Class V licensee shall not have greater than sixty (60) percent of gross revenue annually from video gaming. The requirements for non-gaming revenue shall go into effect from and after July 1, 2024 for all license holders in existence and holding a liquor license on the date of passage of this amendment. Class P liquor licenses shall not be required to hold a Class V license to operate as a gaming parlor and they shall not be required to meet a minimum threshold of non-gaming revenue. All first time applicants applying for Class V licenses must enter into a development agreement with the City to be eligible for a Class V license. If the holder of a premises licensed to sell alcoholic liquor is suspended or revoked, the Class V license shall be automatically suspended or revoked for the same time period and upon the same terms. The number of Class V licenses will be limited to the aggregate number of liquor establishments having valid licenses for video gaming in existing Class A, Class C, Class G, Class I and Class O establishments….

…7. **LICENSE FEE.** Beginning July 1, 2024, payment of an annual license fee of Two Thousand Two Hundred Dollars ($2,200.00) shall accompany each application for all classes of license except Class BYOB as to which the amount of said fee shall be Five Hundred Dollars ($500.00), and Class F as to which the amount of said fee shall be Seven Hundred Twenty-Five Dollars ($725.00); and except Class C and Class N as to which the amount of said fee shall be One Thousand Four Hundred Dollars ($1,400.00); and except Class P as to which the amount of said fee shall be Ten Thousand Dollars ($10,000.00), and except Class V as to which the amount of said fee shall be One Hundred Dollars ($100.00) in addition to the underlying annual license fee, said fee shall be prorated for the issuance of any license during a license period. Fee increases authorized by this 2023 amendment shall so into effect from and after July 1, 2024 for all license holders in existence and holding a liquor license on the date of passage of this amendment. The payment of a fee for any license shall be credited toward the payment of a fee

for any other license if the first license is surrendered prior to the issuance of the second license to the same licensee during the same license year. For all classes of license, a late fee of $100.00 plus $20.00 per day shall be charged for all days after June 1st of any year for which an application for renewal is incomplete except for those in the year 2020 in which for all classes of license, a late fee of $100.00 plus $20.00 per day shall be charged for all days after July 31st of 2020 for which an application for renewal is incomplete. Each initial application shall also be accompanied by a processing fee of $100.00 in addition to the annual fee. Each application for transfer, whether to another licensee or to other premises, shall be accompanied by a processing fee of $250.00 in addition to the annual fee. Payment of an annual fee in amount of $200.00 shall accompany the request for a caterer's permit. Payment of a fee shall accompany the request for a temporary permit or winery special use permit, in accordance with the following schedule:

1st permit / year	- $100.00 per day
2nd permit / year	- $150.00 per day
3rd permit / year	- $200.00 per day
4th permit / year	- $250.00 per day
5th permit / year	- $250.00 per day
6th permit / year	- $250.00 per day

In the event a license is not issued or found to be not responsive to an application, the payment of the annual fee accompanying the same shall be refunded, otherwise, there shall be no rebate or prorate of a fee once paid….

…9. **TRANSFER OF LICENSE.** The Local Liquor Control Commissioner may permit a licensee to transfer their license to other premises if the transfer is solely to change locations and not to transfer to another proposed license holder. If a new potential license holder seeks to obtain a license, it cannot occur via transfer, and instead must comply with the provisions of this Chapter and with applicable provisions of law, code, ordinance, rule or regulation for new license issuance, and with such reasonable conditions to preserve the general health, safety and welfare as said Commissioner shall attach thereto. Class P licenses are always non-transferrable. The Local Liquor Control Commissioner may permit a licensee to transfer a license to another if the transfer is for the same geographic location, it results in no change to the Class and category of the liquor license, and is in conjunction with the sale of the license holder's business and inventory. Furthermore, said Local Liquor Control Commissioner shall consider for any transfer: (1) the zoning classification of the licensed premises, (2) the character of the surrounding area, (3) the traffic and parking situation, including any off-street parking requirements of the licensed business, within a 300-foot radius, (4) any statements of interested persons, either oral or written, (5) the impact of such proposed license on the character of and the traffic and parking situation in the immediate neighborhood, and (6) the applicants' history of compliance with all laws, ordinances and building and property maintenance codes.

10. **NUMBER OF LICENSES.** The issuance of a maximum number of Class A licenses is limited to thirty-seven (37) and the issuance of a maximum number of Class B licenses is limited to fifty-two (52). Upon any Class A or Class B, Class P or Class V license becoming forfeited, voided, surrendered, or revoked for any reason, the number of available licenses in that classification shall automatically and immediately be reduced by one (1) for each and every license forfeited, voided, surrendered, or revoked. There shall be no maximum

number for the issuance of the respective Class C, Class D, Class E, Class F, Class G, Class I, Class J, Class K, or Class O licenses. Issuance of Class H licenses is limited to one (1). Issuance of Class L, Class M and Class N licenses is limited to three (3) for each Class. Issuance of Class P licenses is limited to 20. If on August 29, 2016, premises were licensed as a Class P or had applied for a Class P license under the then provisions of this Chapter, said premises so long as the same use thereof is continued shall be exempt from said limitation….

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October, 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

PUBLISHED this _____ day of _____, 2024.

_____
CITY CLERK

ADDITIONS AND ~~DELETIONS~~

CHAPTER 52
- ALCOHOLIC LIQUOR –

…4. **LICENSE CLASSIFICATIONS.** Classes of local liquor licenses are hereby established and are hereby authorized as follows:…

…**Class G**, under which the licensed premises may only be a restaurant in which the licensee has invested therein after May 10, 1985 not less than $250,000.00 (which may include the capitalized value of the first five years only of a leasehold interest) as reasonably determined by the Local Liquor Control Commissioner using general recognized accounting practices, which said Class G license shall not be issued for any premises situated in any Residence, Office, or Park Mobile Home established by the Zoning Ordinance unless the licensed premises are a club house connected with a golf course. A Class G Restaurant shall be defined as any public place kept, used, maintained, advertised and held out to the public primarily as a place where meals are served and where meals are actually prepared and served without sleeping accommodations, such space being provided with adequate and sanitary kitchen which shall include, but not limited to, sink; refrigerator with the minimum capacity of 20 cubic feet; and oven with the minimum capacity of 4.3 cubic feet or a range or a grill; and dining equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests, where the sale or consumption of alcoholic liquor is only incidental to the serving of meals and where ~~50%~~ 60% or more of the gross revenue of the business must be from the serving of meals. A restaurant must serve at least four (4) full entrée style meals available to be ordered from and/or served at the customer's table. The mere availability and service at any premises of cold or hot sandwiches, pre-cooked frozen meals that are reheated, hors d'oeuvres, popcorn, nachos, pretzels, potato chips, hot dogs, candy, or other snack foods will not, standing alone, be deemed sufficient to constitute such premises as a restaurant within the meaning of this Chapter. Class G Restaurants may not share interior access to another business, may not share the same utilities, and said premises shall have a seating capacity for the service of meals at tables and/or counters for not less than twenty-five (25) patrons at the same time. Alcoholic liquor may be dispensed and sold no later than one (1) hour after meal service has ended….

…**Class I,** under which the licensed premises may only be a restaurant at which alcoholic liquor may be sold by the drink or pitcher only, for consumption on the premises and only at tables and incidental to the service of meals. A Class I licensee shall not be permitted to operate on the licensed premises a bar or lounge area at which alcoholic liquors alone may be purchased, which said Class I license shall not be issued for any premises situated in any Residence, Office or Park Mobile Home or Neighborhood Shopping District as established by the Zoning Ordinance unless the licensed premises are a club house connected with a golf course or a restaurant establishment as an approved Historic Neighborhood Use. A Class I Restaurant shall be defined as any public place kept, used, maintained, advertised and held out to the public primarily as a place where meals are served and where meals are actually prepared and served

without sleeping accommodations, such space being provided with adequate and sanitary kitchen which shall include, but not limited to, sink; refrigerator with the minimum capacity of 20 cubic feet; and oven with the minimum capacity of 4.3 cubic feet or a range or a grill; and dining equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests, where the sale or consumption of alcoholic liquor is only incidental to the serving of meals and where ~~50%~~ 60% or more of the gross revenue of the business must be from the serving of meals. A restaurant must serve at least four (4) full entrée style meals available to be ordered from and/or served at the customer's table. The mere availability and service at any premises of cold or hot sandwiches, pre-cooked frozen meals that are reheated, hors d'oeuvres, popcorn, nachos, pretzels, potato chips, hot dogs, candy, or other snack foods will not, standing alone, be deemed sufficient to constitute such premises as a restaurant within the meaning of this Chapter. Class I Restaurants may not share interior access to another business, may not share the same utilities, and said premises shall have a seating capacity for the service of meals at tables and/or counters for not less than twenty-five (25) patrons at the same time. Alcoholic liquor may be dispensed and sold no later than one (1) hour after meal service has ended….

…**Class V**, under which a licensed premises is authorized to pour and serve alcoholic liquor for on-premises consumption, where video gaming is not expressly prohibited by this Chapter, and where the licensed premises requests to operate video gaming terminals inside the licensed premises. Class V liquor licenses shall be issued in addition to the Class of license which authorizes the premises to sell alcoholic liquor and shall run concurrent with said license. Class V licenses shall not be issued for Class B, Class D, Class E, Class F, Class H, Class J, Class K, Class L, Class M, Class N and Class P liquor licenses. Except for Class C licenses, beginning July 1, 2024, each Class V licensee shall not have greater than sixty (60) percent of gross revenue annually from video gaming. The requirements for non-gaming revenue shall go into effect from and after July 1, 2024 for all license holders in existence and holding a liquor license on the date of passage of this amendment. Class P liquor licenses shall not be required to hold a Class V license to operate as a gaming parlor and they shall not be required to meet a minimum threshold of non-gaming revenue. All first time applicants ~~establishments~~ applying for Class V licenses must ~~be in operation for at least one (1) year prior to the application~~ enter into a development agreement with the City to be eligible for a Class V license. If the holder of a premises licensed to sell alcoholic liquor is suspended or revoked, the Class V license shall be automatically suspended or revoked for the same time period and upon the same terms. The number of Class V licenses will be limited to the aggregate number of liquor establishments having valid licenses for video gaming in existing Class A, Class C, Class G, Class I and Class O establishments ~~as of the date this Section of Chapter 52 is adopted~~….

…7. **LICENSE FEE.** Beginning July 1, 2024, payment of an annual license fee of Two Thousand Two Hundred Dollars ($2,200.00) shall accompany each application for all classes of license except Class BYOB as to which the amount of said fee shall be Five Hundred Dollars ($500.00), and Class F as to which the amount of said fee shall be Seven Hundred Twenty-Five

Dollars ($725.00); and except Class C and Class N as to which the amount of said fee shall be One Thousand Four Hundred Dollars ($1,400.00); and except Class P as to which the amount of said fee shall be Ten Thousand Dollars ($10,000.00), and except Class V as to which the amount of said fee shall be One Hundred Dollars ($100.00) in addition to the underlying annual license fee, said fee shall be prorated for the issuance of any license during a license period. Fee increases authorized by this 2023 amendment shall so into effect from and after July 1, 2024 for all license holders in existence and holding a liquor license on the date of passage of this amendment. The payment of a fee for any license shall be credited toward the payment of a fee for any other license if the first license is surrendered prior to the issuance of the second license to the same licensee during the same license year. For all classes of license, a late fee of $100.00 plus $20.00 per day shall be charged for all days after June 1st of any year for which an application for renewal is incomplete except for those in the year 2020 in which for all classes of license, a late fee of $100.00 plus $20.00 per day shall be charged for all days after July 31st of 2020 for which an application for renewal is incomplete. Each initial application ~~and each application for transfer, whether to another licensee or to other premises,~~ shall also be accompanied by a processing fee of $100.00 in addition to the annual fee. Each application for transfer, whether to another licensee or to other premises, shall also be accompanied by a processing fee of $250.00 in addition to the annual fee. Payment of an annual fee in amount of $200.00 shall accompany the request for a caterer's permit. Payment of a fee shall accompany the request for a temporary permit or winery special use permit, in accordance with the following schedule:

1st permit / year	- $100.00 per day
2nd permit / year	- $150.00 per day
3rd permit / year	- $200.00 per day
4th permit / year	- $250.00 per day

5th permit / year - $250.00 per day
6th permit / year - $250.00 per day

In the event a license is not issued or found to be not responsive to an application, the payment of the annual fee accompanying the same shall be refunded, otherwise, there shall be no rebate or prorate of a fee once paid….

…9. **TRANSFER OF LICENSE.** The Local Liquor Control Commissioner may permit a licensee to transfer their license to other premises if the transfer is solely to change locations and not to transfer to another proposed license holder. If a new potential license holder seeks to obtain a license, it cannot occur via transfer, and instead must comply with the provisions of this Chapter and with applicable provisions of law, code, ordinance, rule or regulation for new license issuance, and with such reasonable conditions to preserve the general health, safety and welfare as said Commissioner shall attach thereto. Class P ~~and Class V~~ licenses are always non-transferrable. The Local Liquor Control Commissioner may permit a licensee to transfer a license to another if the transfer is for the same geographic location, it results in no change to the Class and category of the liquor license, and is in conjunction with the sale of the license holder's business and inventory. Furthermore, said Local Liquor Control Commissioner shall consider for ~~either~~ any transfer: (1) the zoning classification of the licensed premises, (2) the character of the surrounding area, (3) the traffic and parking situation, including any off-street parking requirements of the licensed business, within a 300-foot radius, (4) any statements of interested persons, either oral or written, (5) the impact of such proposed license on the character of and the traffic and parking situation in the immediate neighborhood, and (6) the applicants' history of compliance with all laws, ordinances and building and property maintenance codes.

10. **NUMBER OF LICENSES.** The issuance of a maximum number of Class A licenses is limited to thirty-seven (37) ~~38~~ and the issuance of a maximum number of Class B

licenses is limited to fifty-two (52) ~~53~~. Upon any Class A or Class B, Class P or Class V license becoming forfeited, voided, surrendered, or revoked for any reason, the number of available licenses in that classification shall automatically and immediately be reduced by one (1) for each and every license forfeited, voided, surrendered, or revoked. There shall be no maximum number for the issuance of the respective Class C, Class D, Class E, Class F, Class G, Class I, Class J, Class K, or Class O licenses. Issuance of Class H licenses is limited to one (1). Issuance of Class L is limited to two (2). Class M and Class N licenses is limited to three (3) for each Class. Issuance of Class P licenses is limited to 20. If on August 29, 2016, premises were licensed as a Class P or had applied for a Class P license under the then provisions of this Chapter, said premises so long as the same use thereof is continued shall be exempt from said limitation….

DATE: 9/17/2024

MEMO: 2024-132

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Territory –Lot North of 2210-2298 Deer Run Court

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory Lot North of 2210-2298 Deer Run Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory Lot North of 2210-2298 Deer Run Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
LOT NORTH OF 2210-2298 DEER RUN COURT

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of John R. Drayton and Carol Jean Drayton, individually and on behalf of as partner of Lifestyle Enterprises, requesting that there be annexed to the City territory described as:

LOT TWENTY (20) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-016

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

UNDEVELOPED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as LOT NORTH OF 2210-2298 DEER RUN COURT, and legally described as follows:

LOT TWENTY (20) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-251-016_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
John R Drayton	John R Drayton individually & on behalf of & as partner of Lifestyle Ent	3135 Turpin Rd Decatur IL
Carol Jean Drayton	Carol Jean Drayton individually & on behalf of & as partner of Lifestyle Enterprises	"

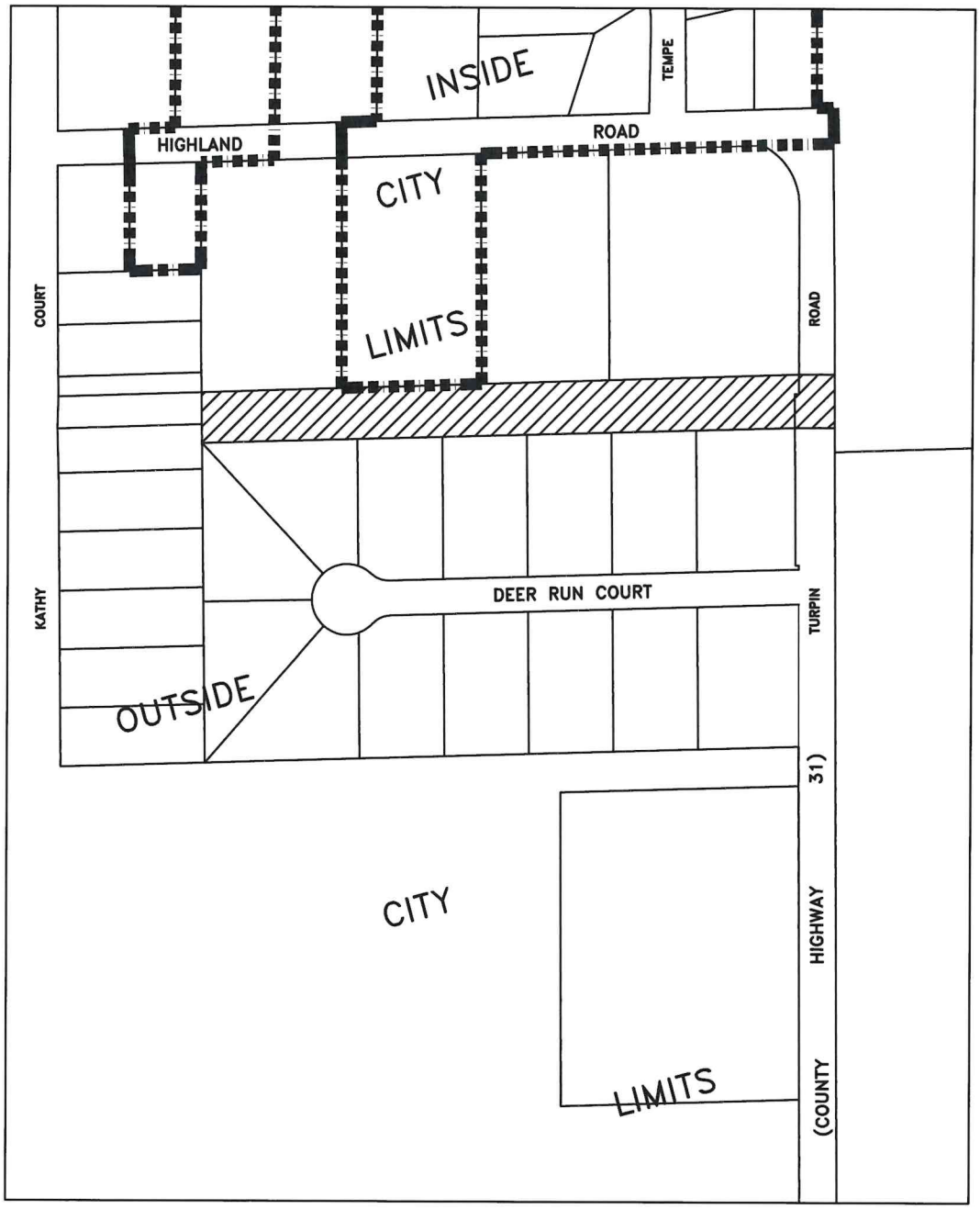
Signed and sworn to before me 27th day of August, 2024

Tara R. Bachstein
Notary Public

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

(Rev. 1/2019)

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\Lot Directly North of 2210-2298 Deer Run Court\Lot North of 2210-2298 Deer Run Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

LOT NORTH OF 2210-2298 DEER RUN COURT

indicates territory annexed

indicates existing corporate limits

2.07± acres

AREA 0.00323± sq. miles

90± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

9-19-24

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

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

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: 9/17/2024

MEMO: 2024-138

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory –2210 Deer Run Court

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 2210 Deer Run Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2210 Deer Run Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2210 DEER RUN COURT

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

LOT SIX (6) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-022

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

   James R. Root, Lori A. Root, Allyson C. Root

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2210 Deer Run Court, and legally described as follows:

   LOT SIX (6) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THER RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-251-022_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
James Root	James R. Root	2210 Deer Run Ct, Decatur IL
Lori A Root	Lori A. Root	2210 Deer Run Ct, Decatur IL

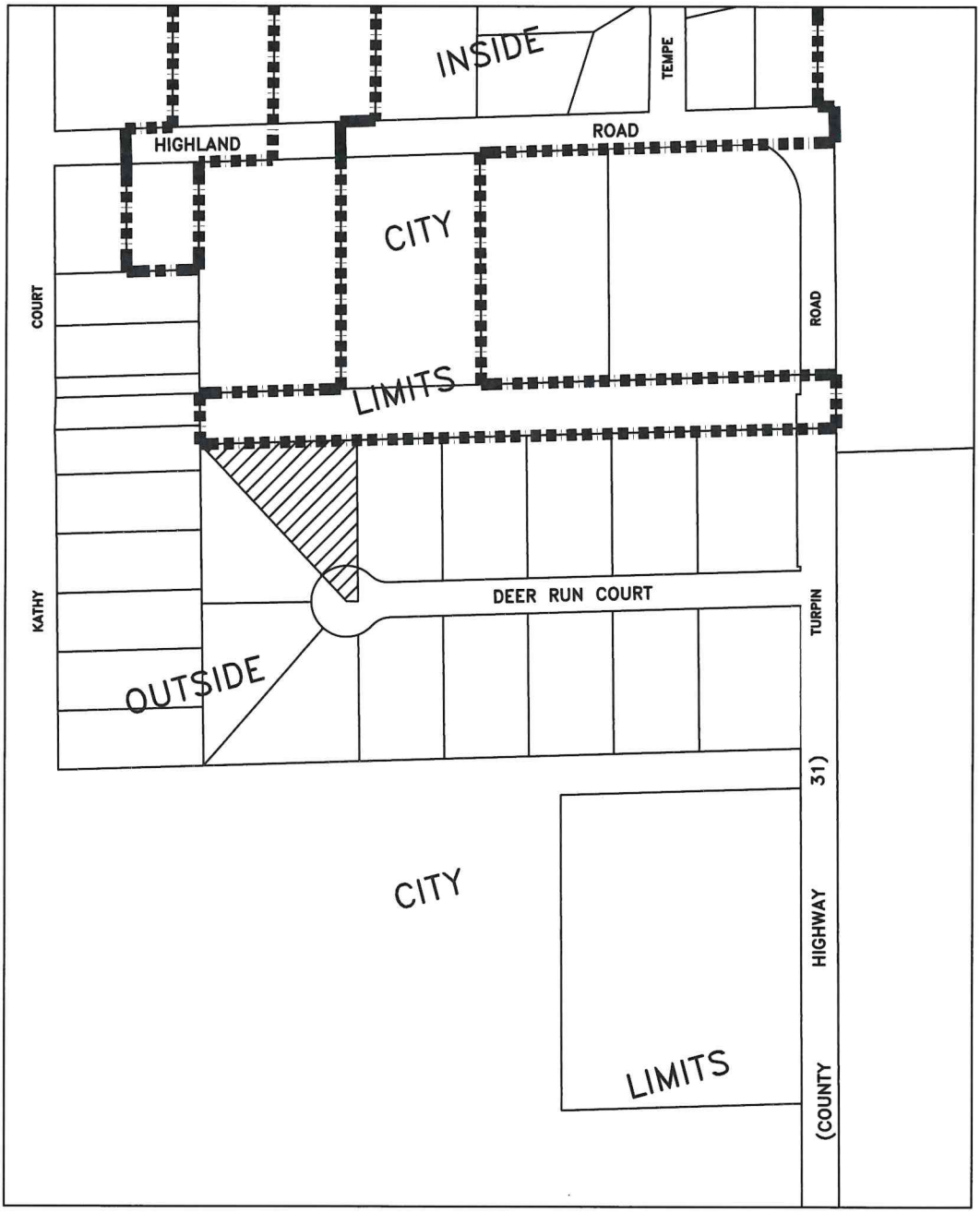
Signed and sworn to before me this 18th day of June, 2024

Felicia A. Evans
Notary Public

OFFICIAL SEAL
FELICIA A. EVANS
Notary Public - State of Illinois
My Commission Expires 4/16/2027

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\2210 Deer Run Ct\2210 Deer Run Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2210 DEER RUN COURT

indicates territory annexed

indicates existing corporate limits

0.83± acres

AREA 0.00130± sq. miles

24± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED PROFESSIONAL ENGINEER
OF
ILLINOIS

9-19-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 9/17/2024

MEMO: 2024-137

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Territory –2220 Deer Run Court

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 2220 Deer Run Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2220 Deer Run Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2220 DEER RUN COURT

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Alan H. Williams and Kelly L. Williams, requesting that there be annexed to the City territory described as:

LOT FIVE (5) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-021

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

RESIDENTIAL - OCCUPIED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

   ALAN H WILLIAMS

   Kelly L Williams

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2220 Deer Run Court, and legally described as follows:

   LOT FIVE (5) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-251-021_

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

SIGNATURE	**PRINTED NAME**	**STREET ADDRESS, CITY, STATE**
alan H Williams	ALAN H WILLIAMS	2220 Deer Run Court
Kelly L Williams	Kelly L Williams	2220 Deer Run Ct

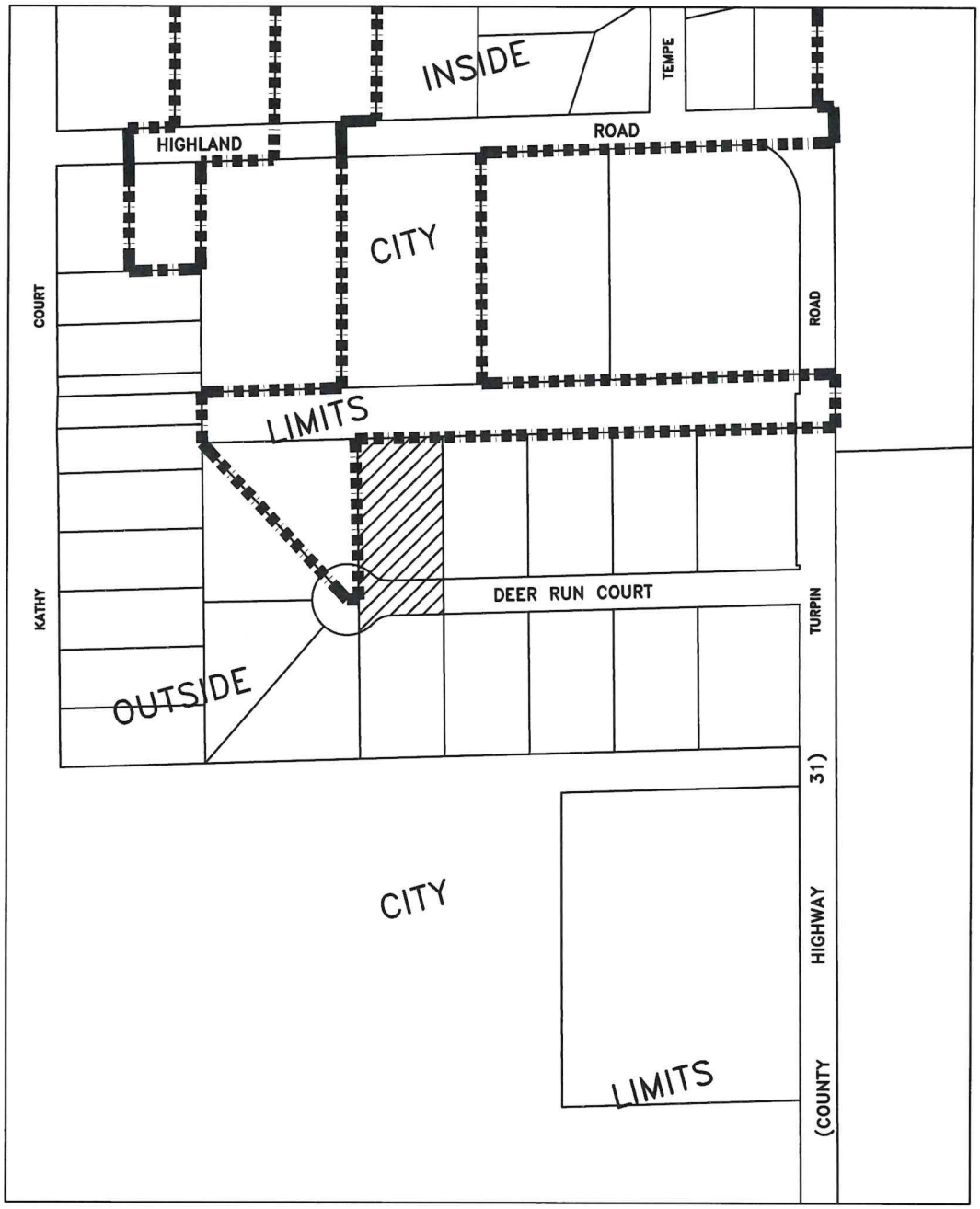
Signed and sworn to before me this 28th day of August, 2024

OFFICIAL SEAL
FELICIA A. EVANS
Notary Public - State of Illinois
My Commission Expires 4/16/2027

Felicia A. Evans
Notary Public

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\2220 Deer Run Ct\2220 Deer Run Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2220 DEER RUN COURT

indicates territory annexed

indicates existing corporate limits

0.80± acres

AREA 0.00125± sq. miles

150± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

9-19-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 9/17/2024

MEMO: 2024-136

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Territory –2240 Deer Run Court

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 2240 Deer Run Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2240 Deer Run Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2240 DEER RUN COURT

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

LOT FOUR (4) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-020

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

RESIDENTIAL - OCCUPIED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

T. Michele Slunder

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2240 Deer Run Court, and legally described as follows:

LOT FOUR (4) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-251-020_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
T Michele Slunder	T. Michele Slunder	2240 Deer Run Ct Decatur, IL 62521

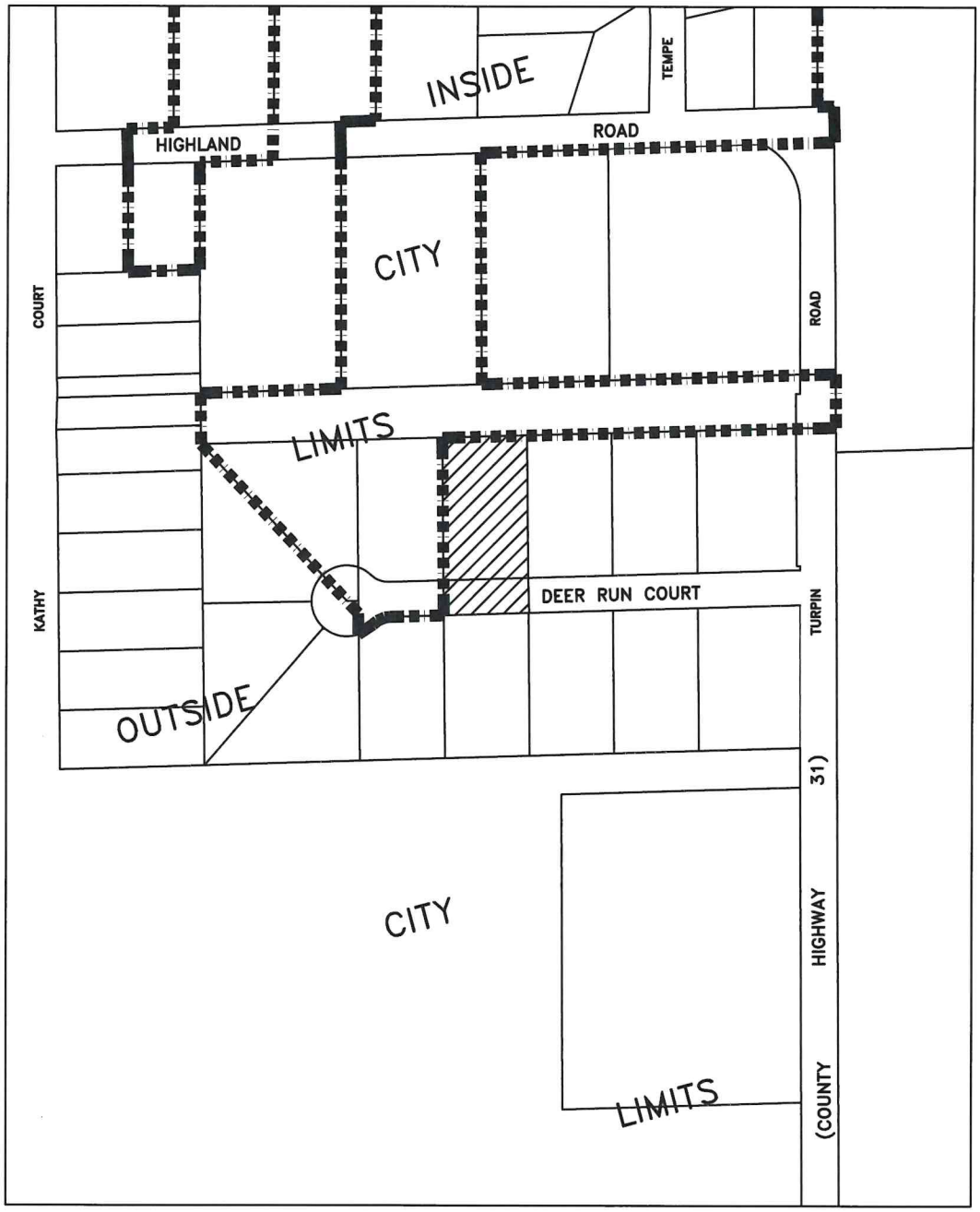
Signed and sworn to before me this 24th day of August, 2024

Notary Public

BARBARA J COOPER
NOTARY PUBLIC, NOTARY SEAL
STATE OF ILLINOIS, MACON CO.
COMMISSION # 549964
MY COMMISSION EXPIRES: MARCH 15, 2026

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\2240 Deer Run Ct\2240 Deer Run Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2240 DEER RUN COURT

indicates territory annexed

indicates existing corporate limits

0.80± acres

AREA 0.00125± sq. miles

146± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

9-19-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 9/17/2024

MEMO: 2024-135

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Territory –2260 Deer Run Court

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 2260 Deer Run Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2260 Deer Run Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2260 DEER RUN COURT

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

LOT THREE (3) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-019

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

RESIDENTIAL - OCCUPIED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

   Barbara J. Cooper

   Linda J. Cooper

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2260 Deer Run Court, and legally described as follows:

   LOT THREE (3) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-251-019_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
[signature]	Barbara J. Cooper	2260 Deer Run Ct, Decatur, IL 62521
Linda J. Cooper by Barb, POA	Linda J. Cooper by Barbara J. Cooper, POA	2260 Deer Run Ct., Decatur, IL 625

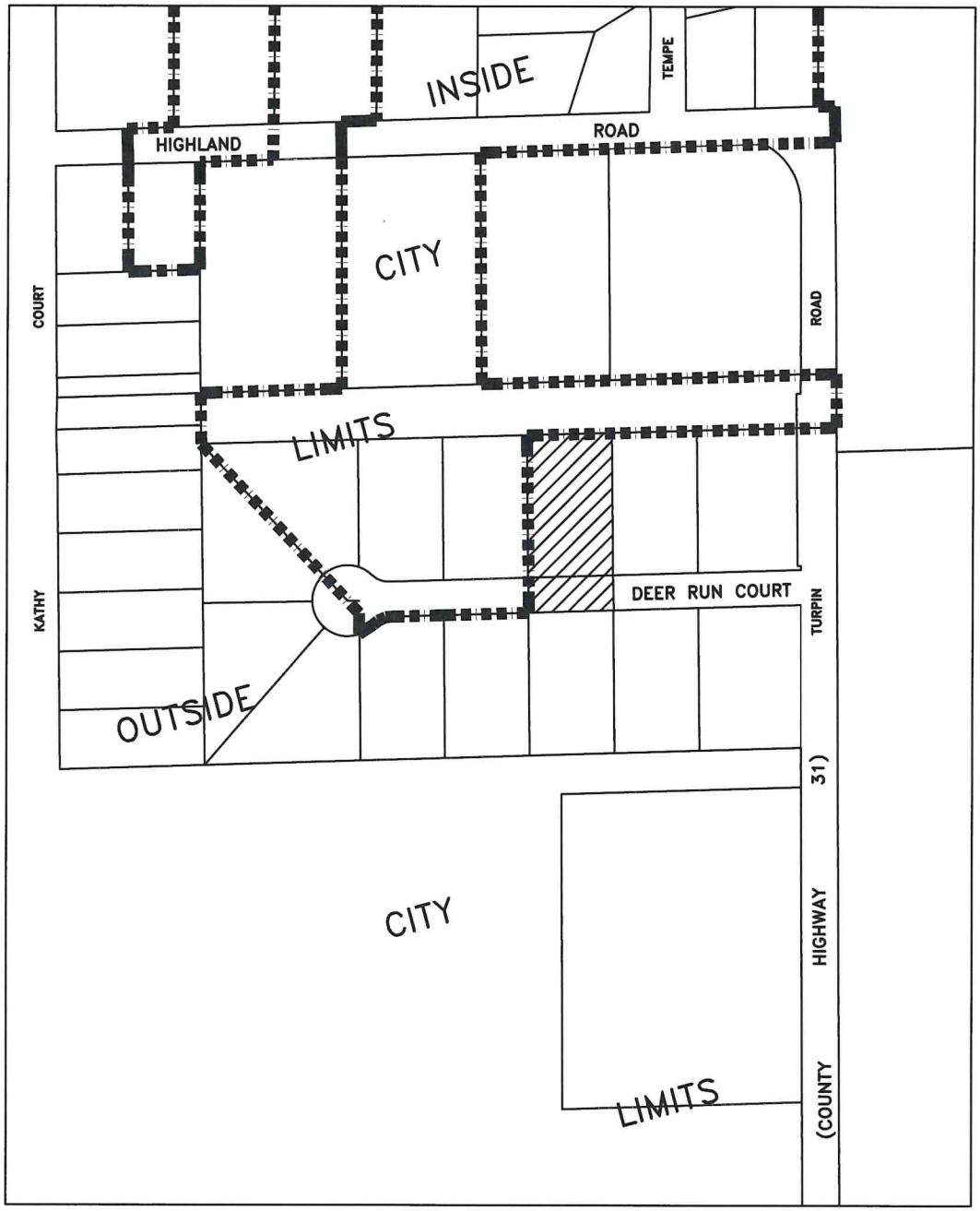
Signed and sworn to before me this 30th day of August, 2024

Rebecca K. Wortman
Notary Public

(Rev. 12/2014)

REBECCA K WORTMAN
NOTARY PUBLIC, NOTARY SEAL
STATE OF ILLINOIS, MACON COUNTY
COMMISSION # 806854
MY COMMISSION EXPIRES: NOVEMBER 22, 2026

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\2260 Deer Run Ct\2260 Deer Run Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2260 DEER RUN COURT

indicates territory annexed

indicates existing corporate limits

0.80± acres

AREA 0.00125± sq. miles

146± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

9-19-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 9/17/2024

MEMO: 2024-134

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Territory –2280 Deer Run Court

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 2280 Deer Run Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2280 Deer Run Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2280 DEER RUN COURT

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

LOT TWO (2) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-018

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

RESIDENTIAL - OCCUPIED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

   Jeffrey A. Jordan

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2280 Deer Run Court, and legally described as follows:

   LOT TWO (2) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-251-018__

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Jeffrey A Jordan	Jeffrey A. Jordan	2280 Deer Run Ct Decatur, IL 62521

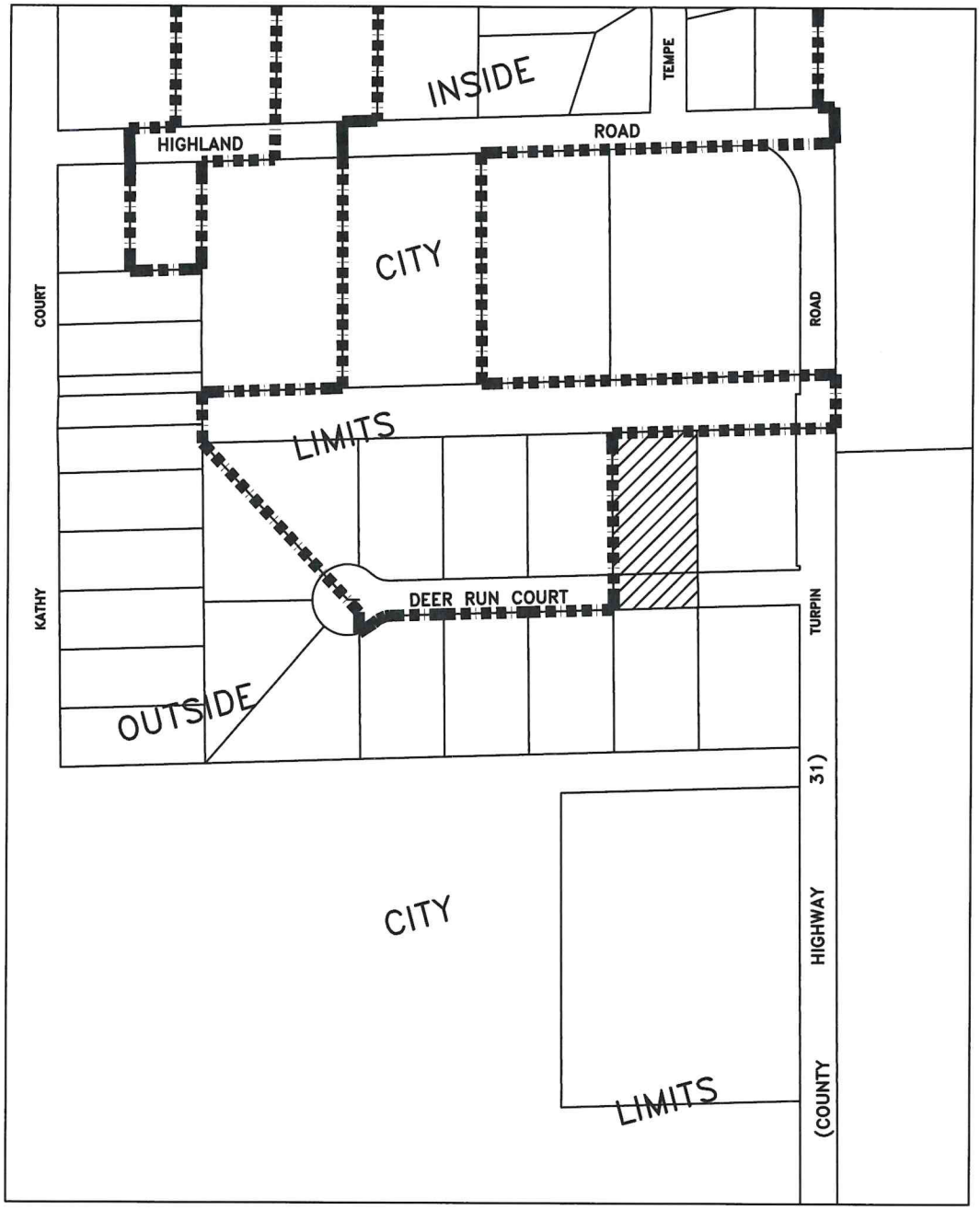
Signed and sworn to before me this 10th day of June, 2024

Megan D. Lugten
Notary Public

(Rev. 12/2014)

OFFICIAL SEAL
MEGAN D. LUGTEN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires May 4, 2025

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\2280 Deer Run Ct\2280 Deer Run Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2280 DEER RUN COURT

▨ indicates territory annexed

▬ ▬ ▬ indicates existing corporate limits

0.80± acres

AREA 0.00125± sq. miles

146± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

9-19-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 9/17/2024

MEMO: 2024-133

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory –2298 Deer Run Court

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 2298 Deer Run Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2298 Deer Run Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2298 DEER RUN COURT

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of John R. Drayton and Carol Jean Drayton, individually and on behalf of as partner of Lifestyle Enterprises, requesting that there be annexed to the City territory described as:

LOT ONE (1) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-017

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

UNDEVELOPED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2298 Deer Run Court, and legally described as follows:

LOT ONE (1) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-251-017

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
John R Drayton, Individually & on behalf of & as partner of Lifestyle Ent.	John R Drayton	3135 Tirpin Rd Decatur IL
Carol Jean Drayton, individually & on behalf of & as partner of Lifestyle Enterprises	Carol Jean Drayton	"

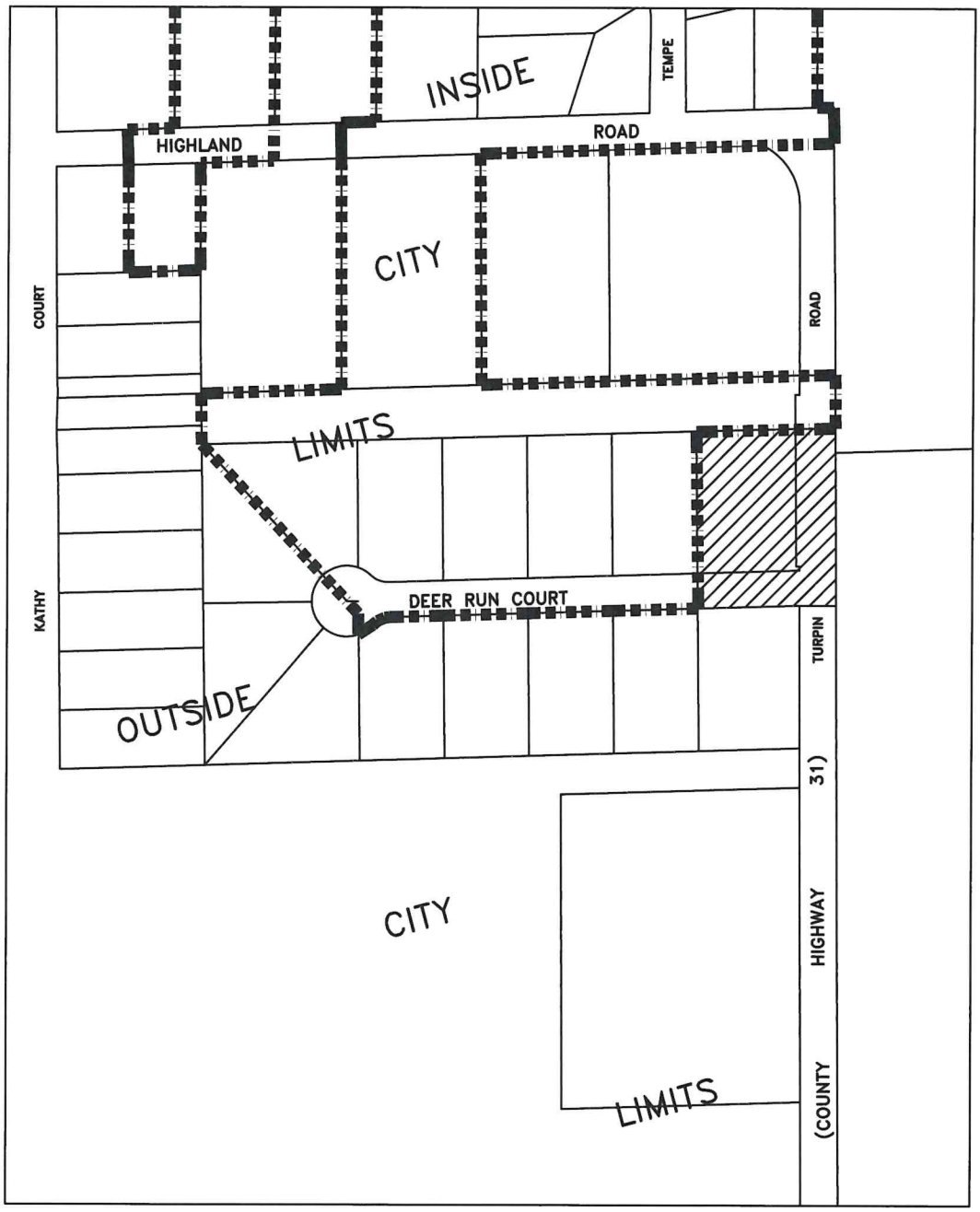
Signed and sworn to before me 27th day of August, 2024

Tara R Bachstein
Notary Public

(Rev. 1/2019)

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\2298 Deer Run Ct\2298 Deer Run Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2298 DEER RUN COURT

indicates territory annexed

indicates existing corporate limits

0.94± acres

AREA 0.00147± sq. miles

465± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

9-19-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____

DATE: 9/17/2024

MEMO: 2024-139

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory –2202 Deer Run Court

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 2202 Deer Run Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2202 Deer Run Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2202 DEER RUN COURT

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of John R. Drayton and Carol Jean Drayton, individually and on behalf of as partner of Lifestyle Enterprises, requesting that there be annexed to the City territory described as:

LOT SEVEN (7) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-023

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

UNDEVELOPED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2202 Deer Run Court, and legally described as follows:

LOT SEVEN (7) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-251-023

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
John R Drayton, individually & on behalf of & as partner of Lifestyle Ent		
Carol Jean Drayton, individually & on behalf of & as partner of Lifestyle Enterprises	John R Drayton	3135 Turpin Rd Decatur IL
	Carol Jean Drayton	"

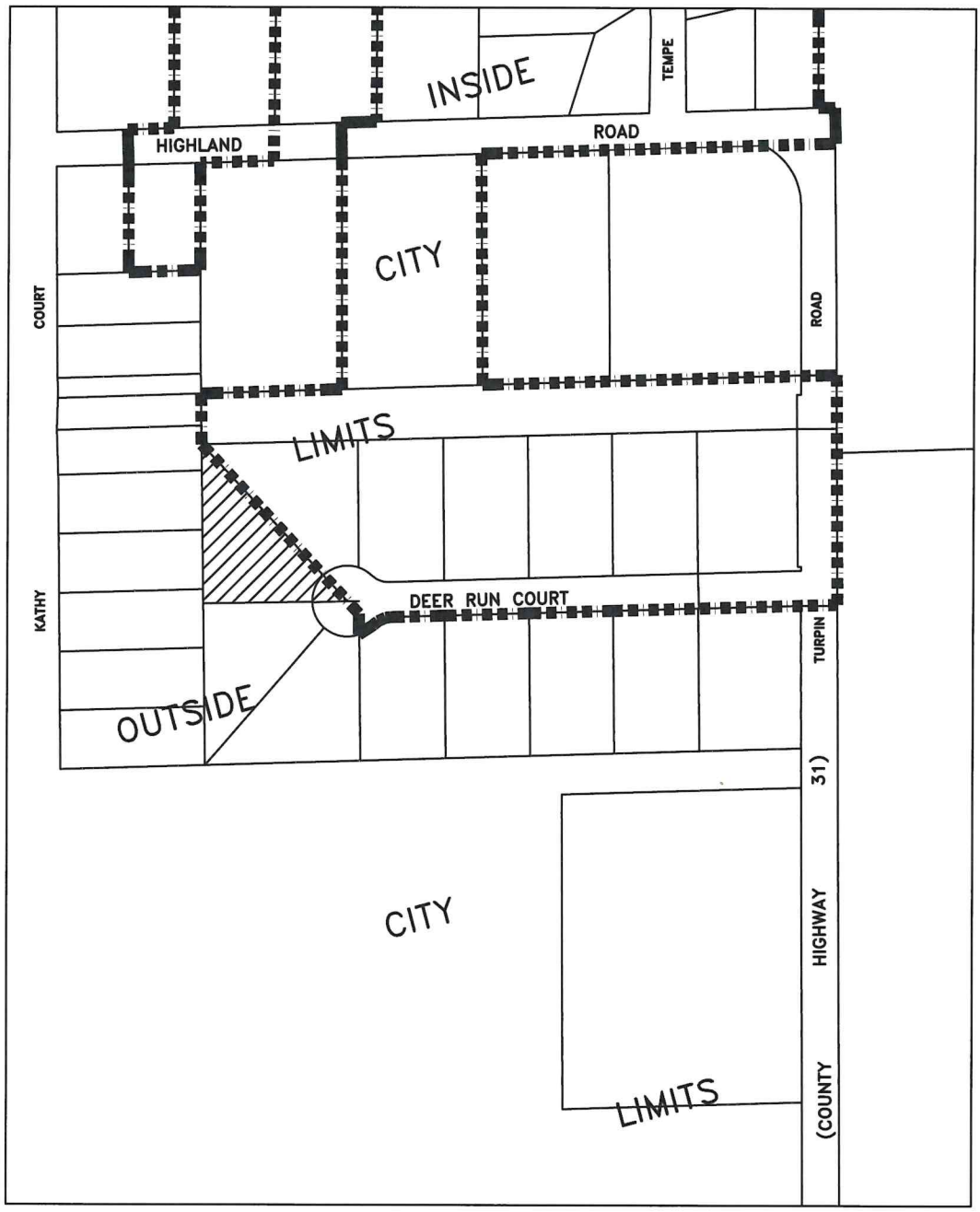
Signed and sworn to before me 27th day of August, 2024

Tara R. Bachstein
Notary Public

(Rev. 1/2019)

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\2202 Deer Run Ct\2202 Deer Run Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2202 DEER RUN COURT

indicates territory annexed

indicates existing corporate limits

0.72± acres

AREA 0.00113± sq. miles

24± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL 062.048941 REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

7-19-24

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

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

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: 9/17/2024

MEMO: 2024-140

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Territory –2201 Deer Run Court

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 2201 Deer Run Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2201 Deer Run Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2201 DEER RUN COURT

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of John R. Drayton and Carol Jean Drayton, individually and on behalf of as partner of Lifestyle Enterprises, requesting that there be annexed to the City territory described as:

LOT EIGHT (8) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-024

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

UNDEVELOPED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2201 Deer Run Court, and legally described as follows:

LOT EIGHT (8) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-251-024

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
John R Drayton, individually & on behalf of as partner of Lifestyle Ent		
Carol Jean Drayton, individually & on behalf of as partner of Lifestyle Enterprises		
	John R Drayton	3135 Turpin Rd Decatur IL
	Carol Jean Drayton	"

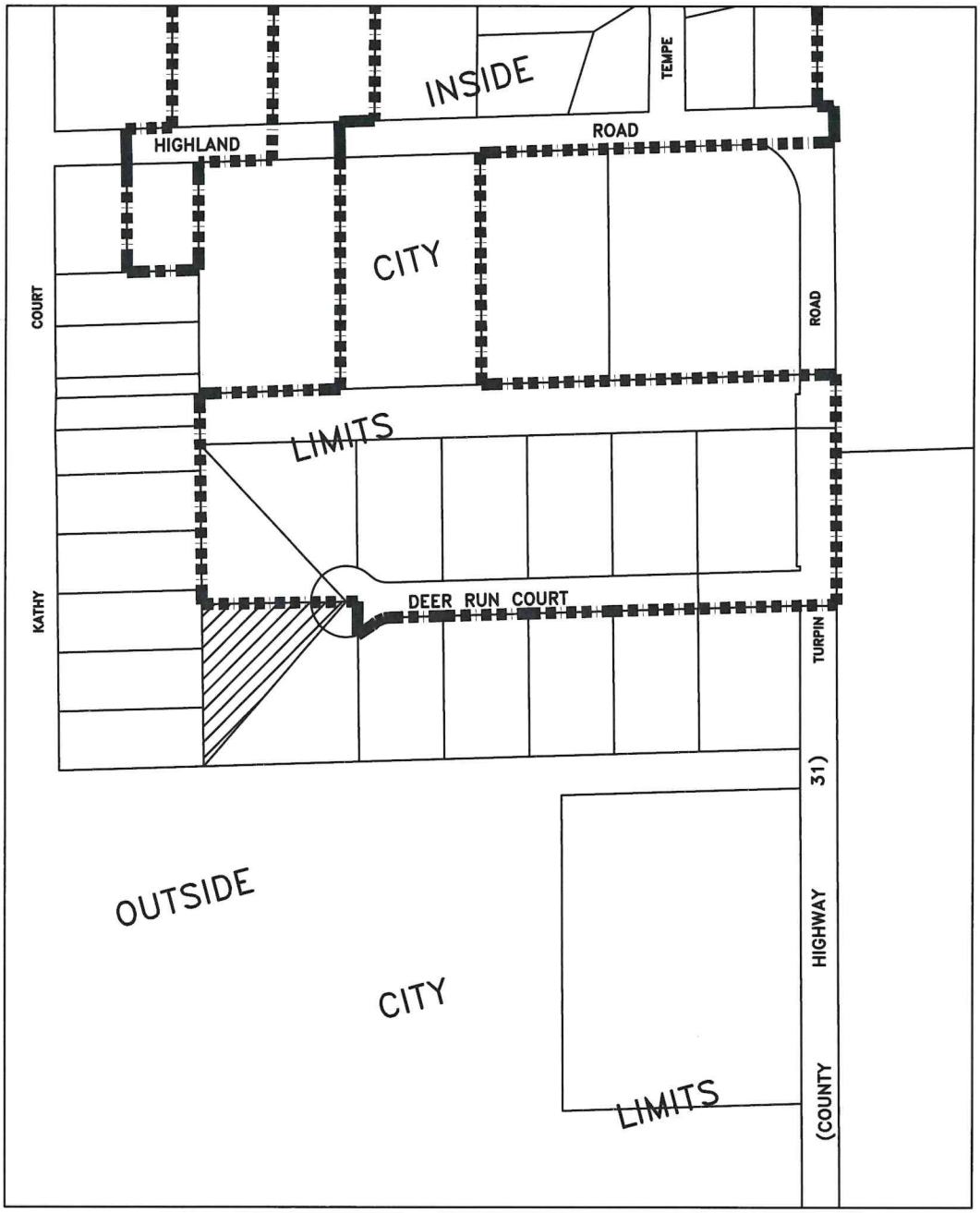
Signed and sworn to before me 27th day of August, 2024

Tara R. Bachstein
Notary Public

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

(Rev. 1/2019)

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\2201 Deer Run Ct\2201 Deer Run Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2201 DEER RUN COURT

▨ indicates territory annexed

▬ ▬ ▬ indicates existing corporate limits

0.73± acres

AREA 0.00114± sq. miles

24± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED PROFESSIONAL ENGINEER
OF
ILLINOIS

9-19-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 9/18/2024

MEMO: 2024-141

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Territory –2215 Deer Run Court

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 2215 Deer Run Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2215 Deer Run Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2215 DEER RUN COURT

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of John R. Drayton and Carol Jean Drayton, individually and on behalf of as partner of Lifestyle Enterprises, requesting that there be annexed to the City territory described as:

LOT NINE (9) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-025

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

UNDEVELOPED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2215 Deer Run Court, and legally described as follows:

LOT NINE (9) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-251-025

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
John R Drayton, individually & on behalf of & as partner of Lifestyle Ent		
Carol Jean Drayton, individually & on behalf of & as partners of Lifestyle Enterprises		
	John R Drayton	3135 Turpin Rd Decatur IL
	Carol Jean Drayton	"

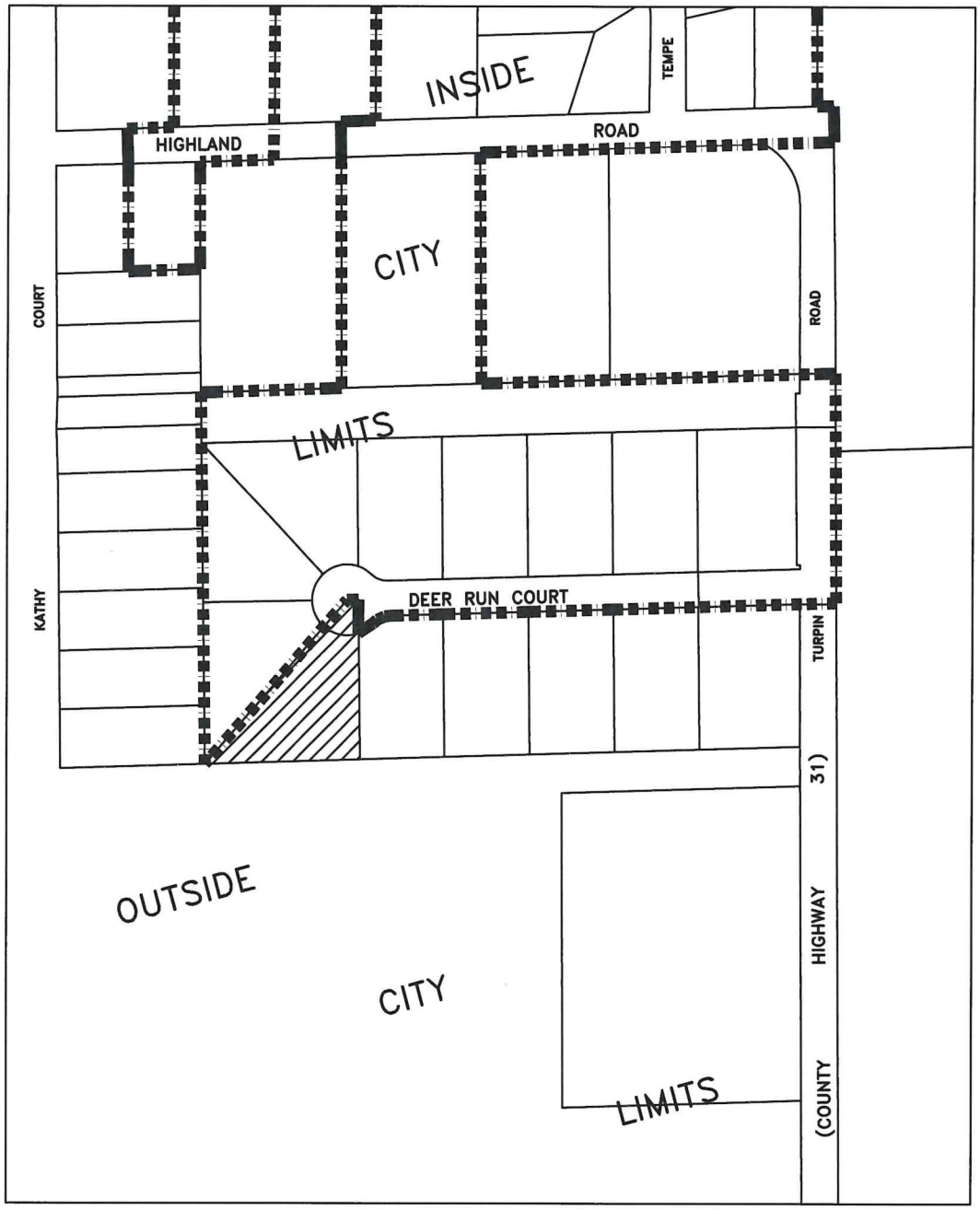
Signed and sworn to before me 24th day of August, 2024

Tara R. Bachstein
Notary Public

(Rev. 1/2019)

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\2215 Deer Run Ct\2215 Deer Run Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2215 DEER RUN COURT

indicates territory annexed

indicates existing corporate limits

0.83± acres

AREA 0.00130± sq. miles

24± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

9-19-24

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

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

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: 9/18/2024

MEMO: 2024-142

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Territory –2225 Deer Run Court

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 2225 Deer Run Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2225 Deer Run Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2225 DEER RUN COURT

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

LOT TEN (10) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-026

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

   Michael E. Wolbers
   Krista A. Wolbers

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2225 Deer Run Court, and legally described as follows:

   LOT TEN (10) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832, PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-251-026_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
	Michael E. Wolbers	2225 Deer Run Ct Decatur, IL
Krista A Wolbers	Krista A Wolbers	2225 Deer Run Ct. Decatur, IL

Signed and sworn to before me this 22nd day of August, 20 24

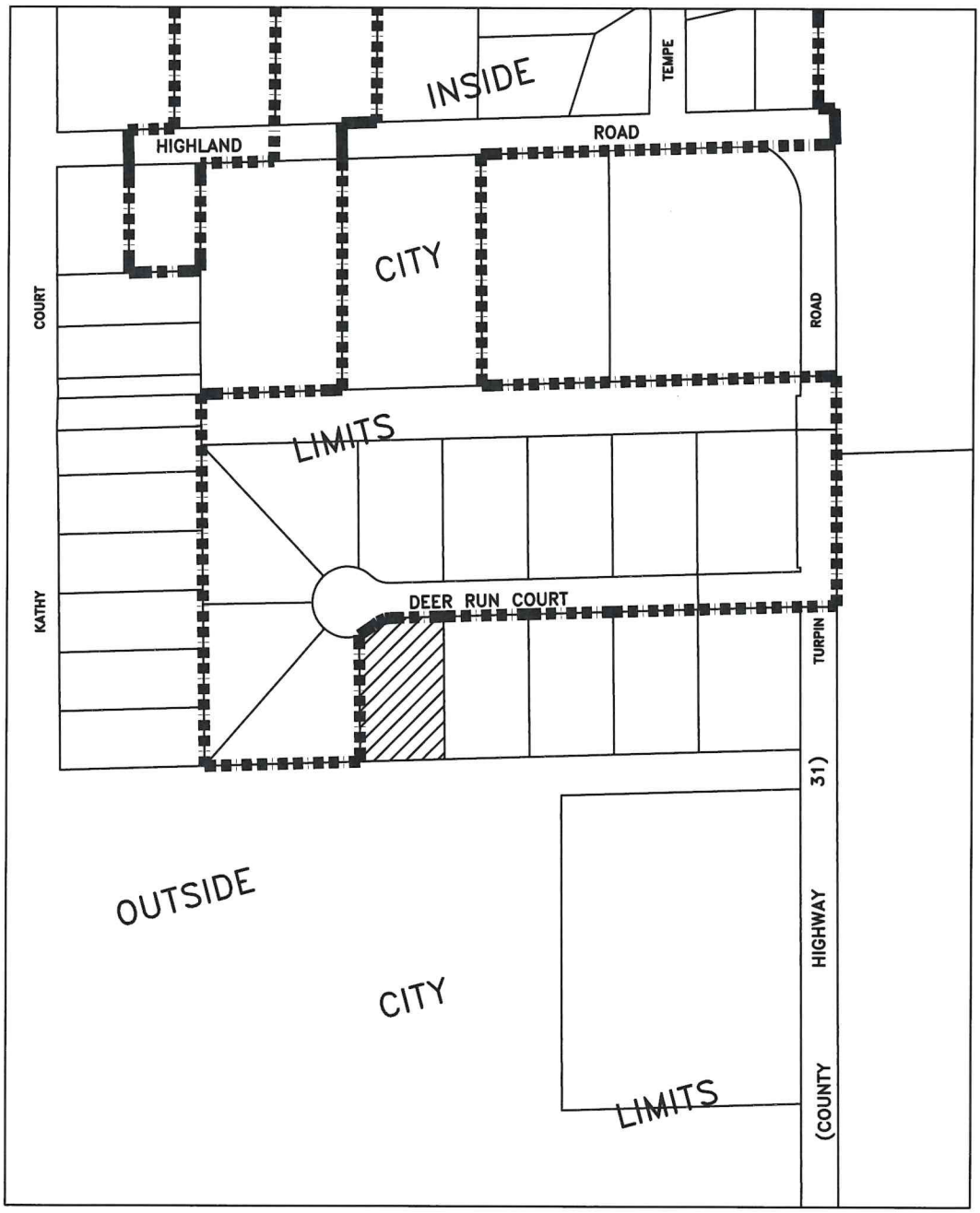
Tara R. Bachstein
Notary Public

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

(Rev. 12/2014)

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\2225 Deer Run Ct\2225 Deer Run Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2225 DEER RUN COURT

indicates territory annexed

indicates existing corporate limits

0.79± acres

AREA 0.00123± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

9-19-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 9/18/2024

MEMO: 2024-143

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory –2245 Deer Run Court

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 2245 Deer Run Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2245 Deer Run Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2245 DEER RUN COURT

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Sheldon M. Long and Melanie S. Long, requesting that there be annexed to the City territory described as:

LOT ELEVEN (11) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-027

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

Sheldon M Long

Melanie S Long

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2245 Deer Run Court, and legally described as follows:

LOT ELEVEN (11) OF DEER RUN SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1832, PAGE 935 OF THE RECORDS IN THER RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-251-027_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
		2245 Deer Run Ct Dec IL
Melanie S Long	Melanie S Long	
Sheldon M Long	Sheldon M Long	2245 Deer Run Dec IL

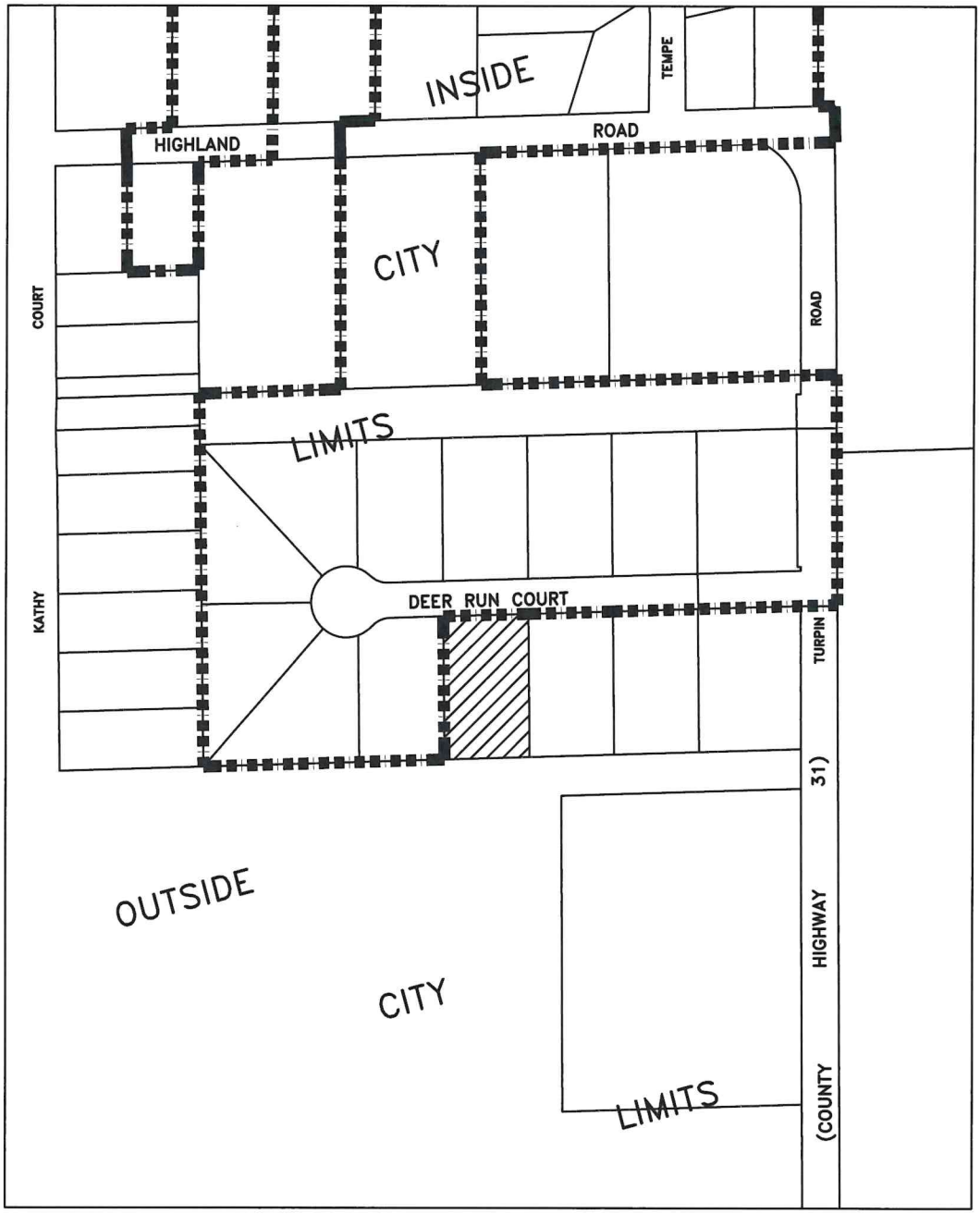
Signed and sworn to before me this 30th day of August, 2024

Tara R. Bachstein
Notary Public

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\2245 Deer Run Ct\2245 Deer Run Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2245 DEER RUN COURT

indicates territory annexed

indicates existing corporate limits

0.80± acres

AREA 0.00125± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

9-19-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 9/18/2024

MEMO: 2024-144

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Territory –2265 Deer Run Court

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 2265 Deer Run Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2265 Deer Run Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2265 DEER RUN COURT

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Julia K. Auton, Nicholas R. Auton and Larry G. Auton, Jr., requesting that there be annexed to the City territory described as:

LOT TWELVE (12) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-028

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

   LARRY G. AUTON JR, JULIA K. AUTON, NICHOLAS R. AUTON, LAUREN G. AUTON

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2265 Deer Run Court, and legally described as follows:

   LOT TWELVE (12) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-251-028__

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Julia K Auton	Julia K. Auton	2265 Deer Run Ct Decatur, IL
Nick Auton	Nick Auton	2265 Deer Run Ct Decatur, IL
[signature]	LARRY G. AUTON JR	2265 DEER RUN CT. DECATUR, IL

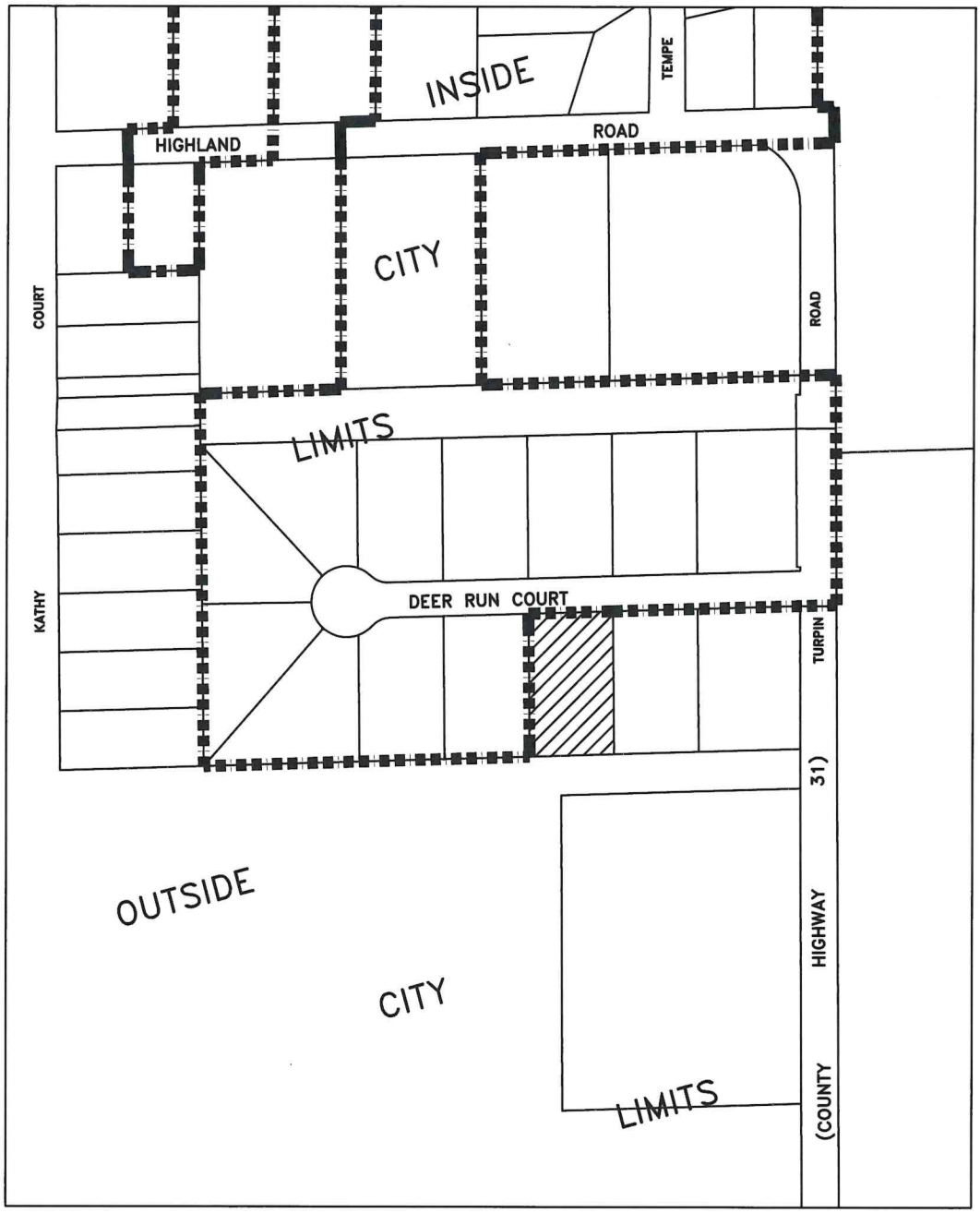
Signed and sworn to before me this 28 day of August, 2024

"OFFICIAL SEAL"
MARIA R ROARICK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5-24-2026

Maria R. Roarick
Notary Public

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\2265 Deer Run Ct\2265 Deer Run Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2265 DEER RUN COURT

indicates territory annexed

indicates existing corporate limits

0.80± acres

AREA 0.00125± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

9-19-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 9/18/2024

MEMO: 2024-145

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory –2285 Deer Run Court

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 2285 Deer Run Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2285 Deer Run Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2285 DEER RUN COURT

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Dennis H. Morris and Rebecca S. Morris, requesting that there be annexed to the City territory described as:

LOT THIRTEEN (13) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-029

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

RESIDENTIAL - OCCUPIED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

   DENNIS H. MORRIS
   Rebecca S. Morris

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2285 Deer Run Court, and legally described as follows:

   LOT THIRTEEN (13) OF DEER RUN SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1832, PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-251-029_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Rebecca S Morris	Rebecca S Morris	2285 Deer Run Ct., Decatur IL
Dennis H. Morris	DENNIS H. MORRIS	2285 DEER RUN Ct, Decatur IL

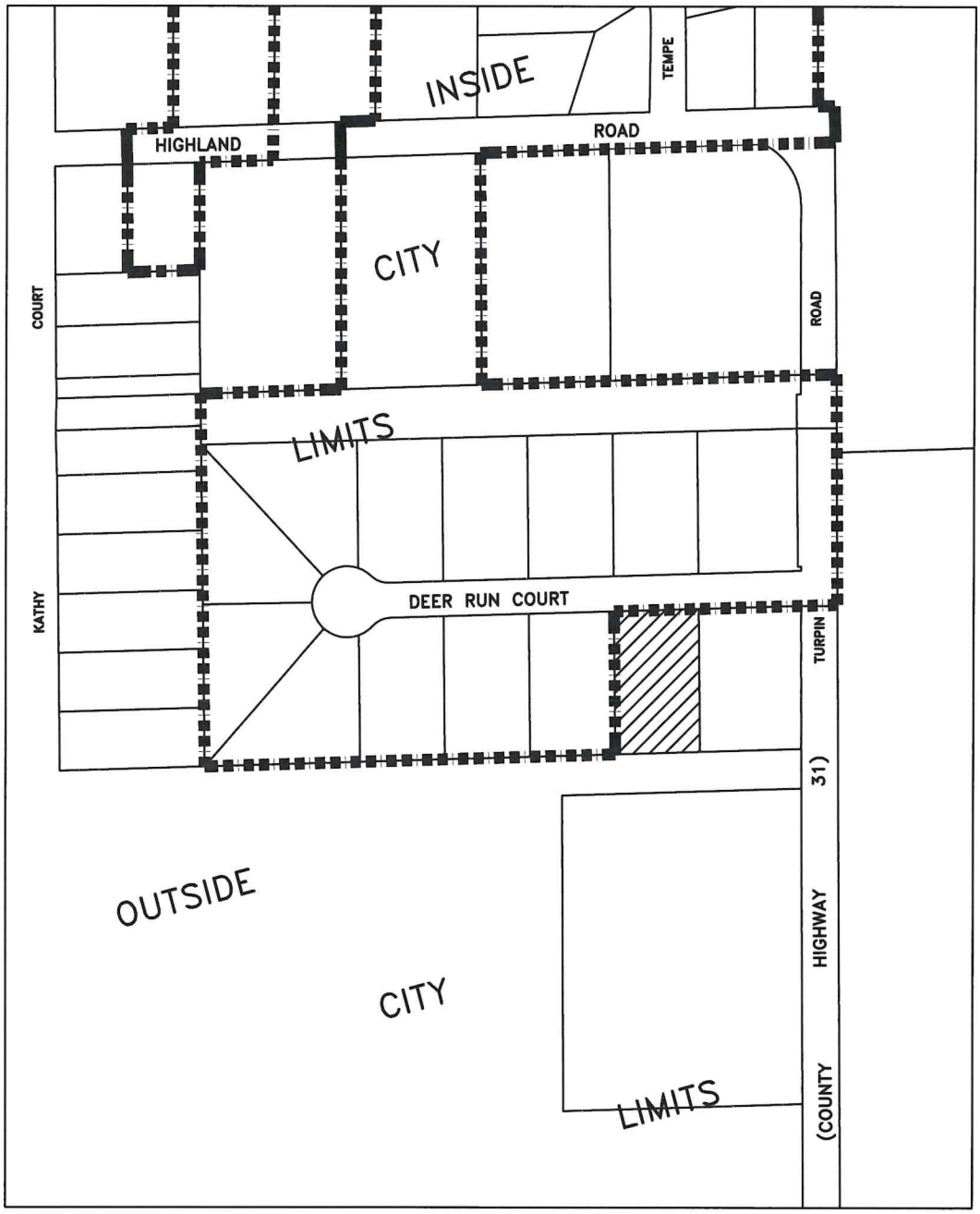
Signed and sworn to before me this 28 day of August, 2024

OFFICIAL SEAL
KRISTIN SPRAGUE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/13/24

Notary Public

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\2285 Deer Run Ct\2285 Deer Run Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2285 DEER RUN COURT

indicates territory annexed

indicates existing corporate limits

0.80± acres

AREA 0.00125± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

9-19-24

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

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

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: 9/18/2024

MEMO: 2024-146

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Territory –2295 Deer Run Court

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 2295 Deer Run Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2295 Deer Run Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2295 DEER RUN COURT

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of John R. Drayton and Carol Jean Drayton, individually and on behalf of as partner of Lifestyle Enterprises, requesting that there be annexed to the City territory described as:

LOT FOURTEEN (14) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-030

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

UNDEVELOPED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2295 Deer Run Court, and legally described as follows:

LOT FOURTEEN (14) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-251-030

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
John R Drayton, individually & on behalf of Lifestyle as partner		
Carol Jean Drayton, individually & on behalf of & as partner of Lifestyle Enterprises		
	John R Drayton	3135 Turpin Rd Decatur IL
	Carol Jean Drayton	"

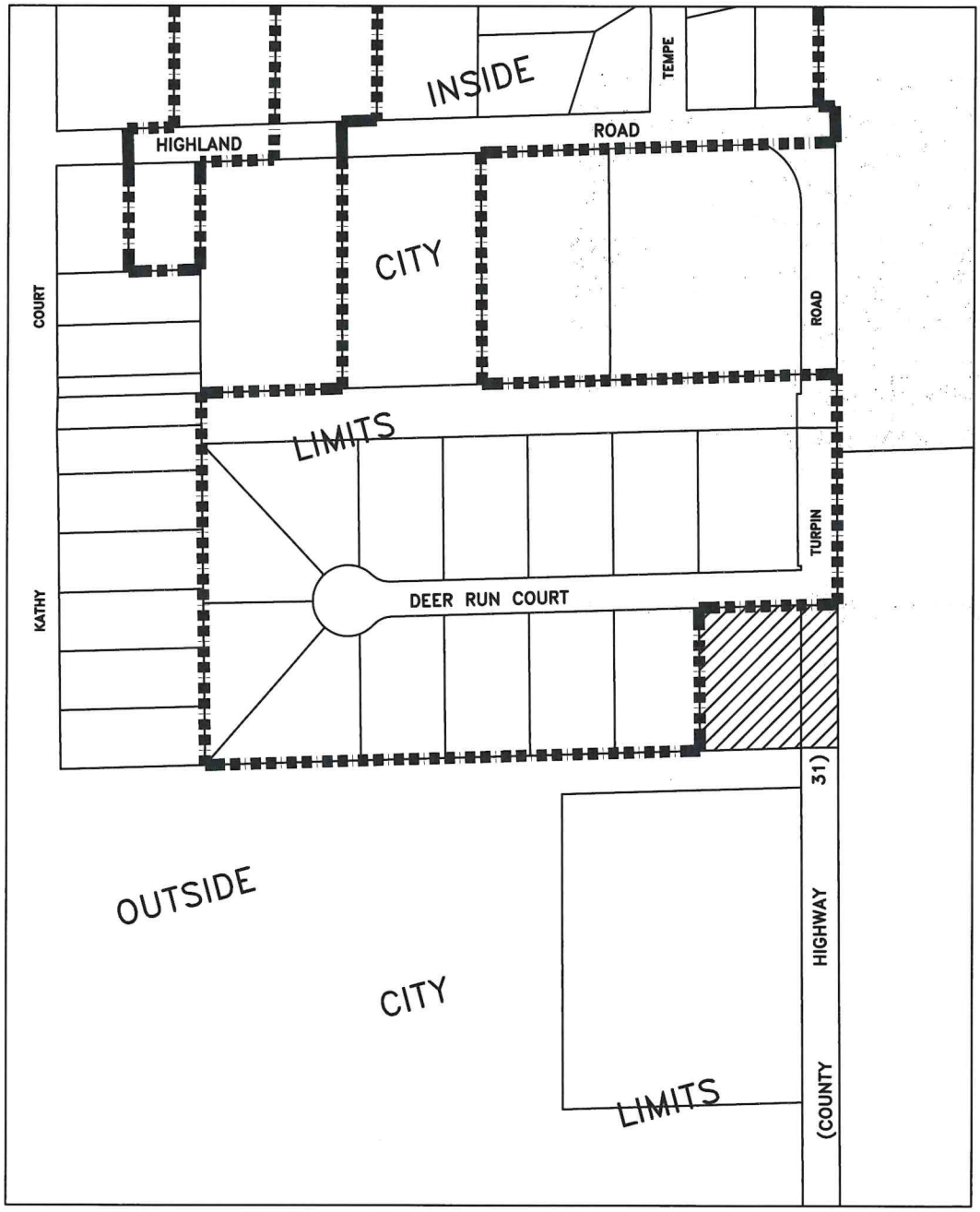
Signed and sworn to before me 27th day of August, 2024

Tara R. Bachstein
Notary Public

(Rev. 1/2019)

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\2295 Deer Run Ct\2295 Deer Run Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2295 DEER RUN COURT

indicates territory annexed

indicates existing corporate limits

0.96± acres

AREA 0.0015± sq. miles

241± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

9-19-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 9/18/2024

MEMO: 2024-147

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory –3268 South Kathy Court

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 3268 South Kathy Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3268 South Kathy Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
3268 SOUTH KATHY COURT

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

LOT 15 OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-035

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

RESIDENTIAL - OCCUPIED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

Jessie Smalley

Beau Smalley

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3268 South Kathy Court, and legally described as follows:

LOT 15 OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832, PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-251-035_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
	Jessie Smalley	3268 Kathy Ct Decatur IL 62521
	Beau Smalley	3268 Kathy Ct. Decatur IL 62521

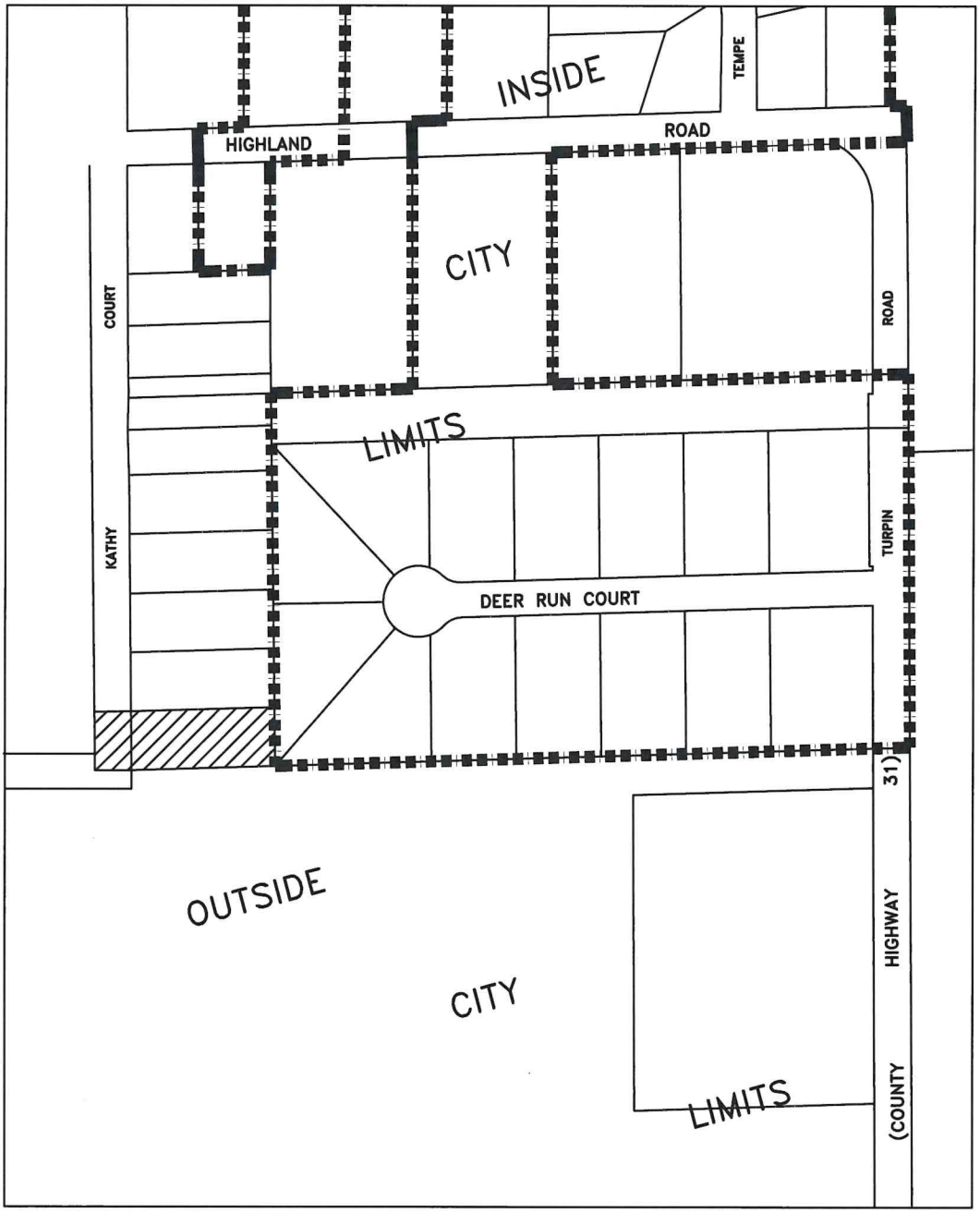
Signed and sworn to before me this 30 day of August, 2024

Notary Public

(Rev. 12/2014)

OFFICIAL SEAL
KIMBERLY A LOVEALL
Notary Public - State of Illinois
Commission No. 977475
My Commission Expires September 1, 2027

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\3268 S Kathy Ct\3268 S Kathy Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

3268 S KATHY COURT

indicates territory annexed

indicates existing corporate limits

0.55± acres

AREA 0.00086± sq. miles

99± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS
9-19-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 9/18/2024

MEMO: 2024-148

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory –3258 South Kathy Court

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3258 South Kathy Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3258 South Kathy Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
3258 SOUTH KATHY COURT

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of John R. Drayton and Carol Jean Drayton, individually and on behalf of as partner of Lifestyle Enterprises, requesting that there be annexed to the City territory described as:

LOT SIXTEEN (16) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-034

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

UNDEVELOPED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3258 South Kathy Court, and legally described as follows:

LOT SIXTEEN (16) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-251-034

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
John R Drayton, individually & on behalf of & as partner of Lifestyle Ent	John R Drayton	3135 Turpin Rd Decatur IL
Carol Jean Drayton, individually & on behalf of & as partner of Lifestyle Enterprises	Carol Jean Drayton	"

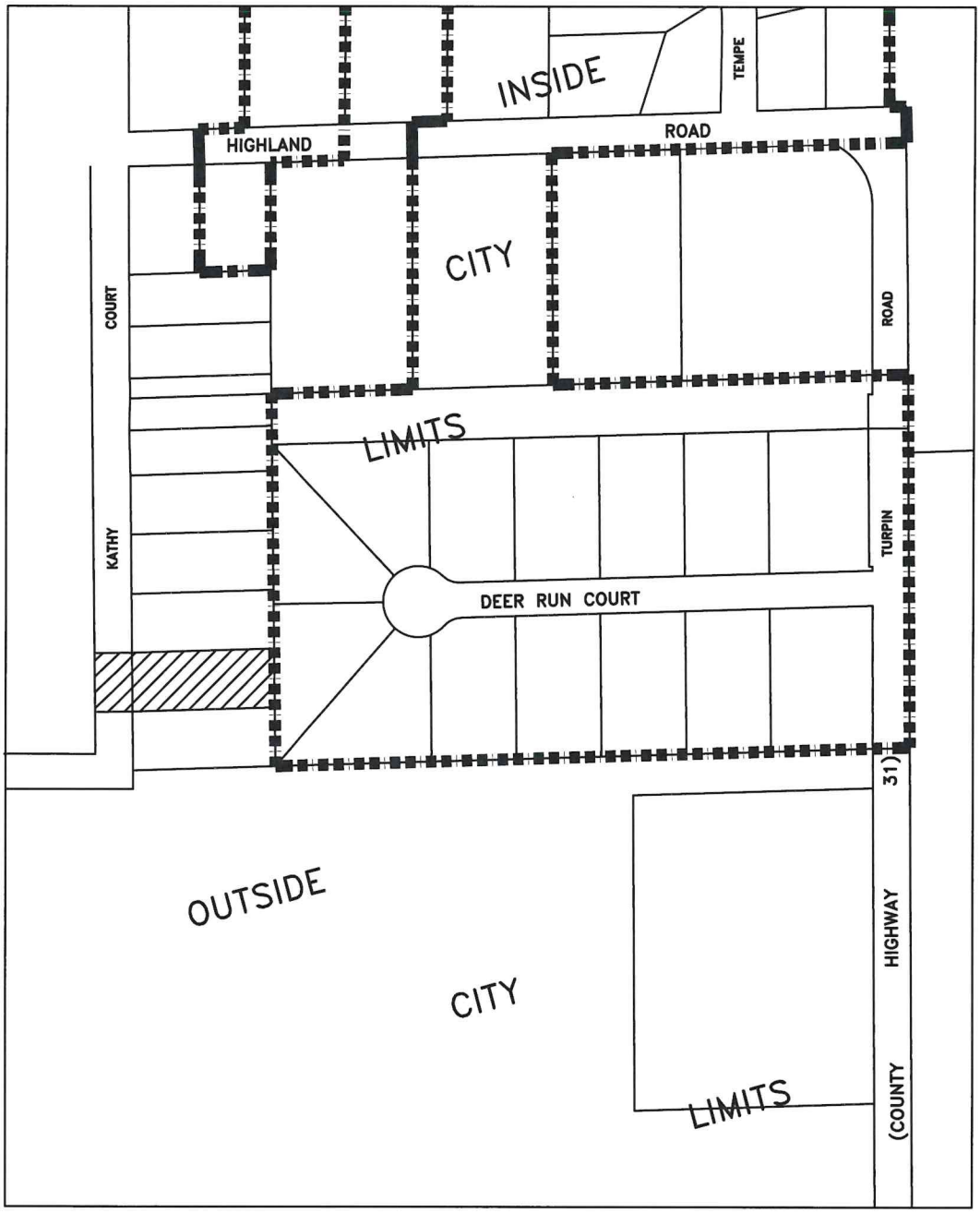
Signed and sworn to before me 27th day of August, 2024

Tara R. Bachstein
Notary Public

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

(Rev. 1/2019)

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\3258 S Kathy Ct\3258 S Kathy Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

3258 S KATHY COURT

indicates territory annexed

indicates existing corporate limits

0.55± acres

AREA 0.00086± sq. miles

99± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

9-19-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 9/18/2024

MEMO: 2024-49

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Territory –3248 South Kathy Court

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 3248 South Kathy Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3248 South Kathy Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
3248 SOUTH KATHY COURT

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of John R. Drayton and Carol Jean Drayton, individually and on behalf of as partner of Lifestyle Enterprises, requesting that there be annexed to the City territory described as:

LOT SEVENTEEN (17) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-033

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

UNDEVELOPED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3248 South Kathy Court, and legally described as follows:

LOT SEVENTEEN (17) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-251-033

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
John R Drayton individually & on behalf of & as partner of Lifestyle Ent		
Carol Jean Drayton, individually & on behalf of & as partner of Lifestyle Enterprises	John R Drayton	3135 Tupin Rd Decatur IL
	Carol Jean Drayton	"

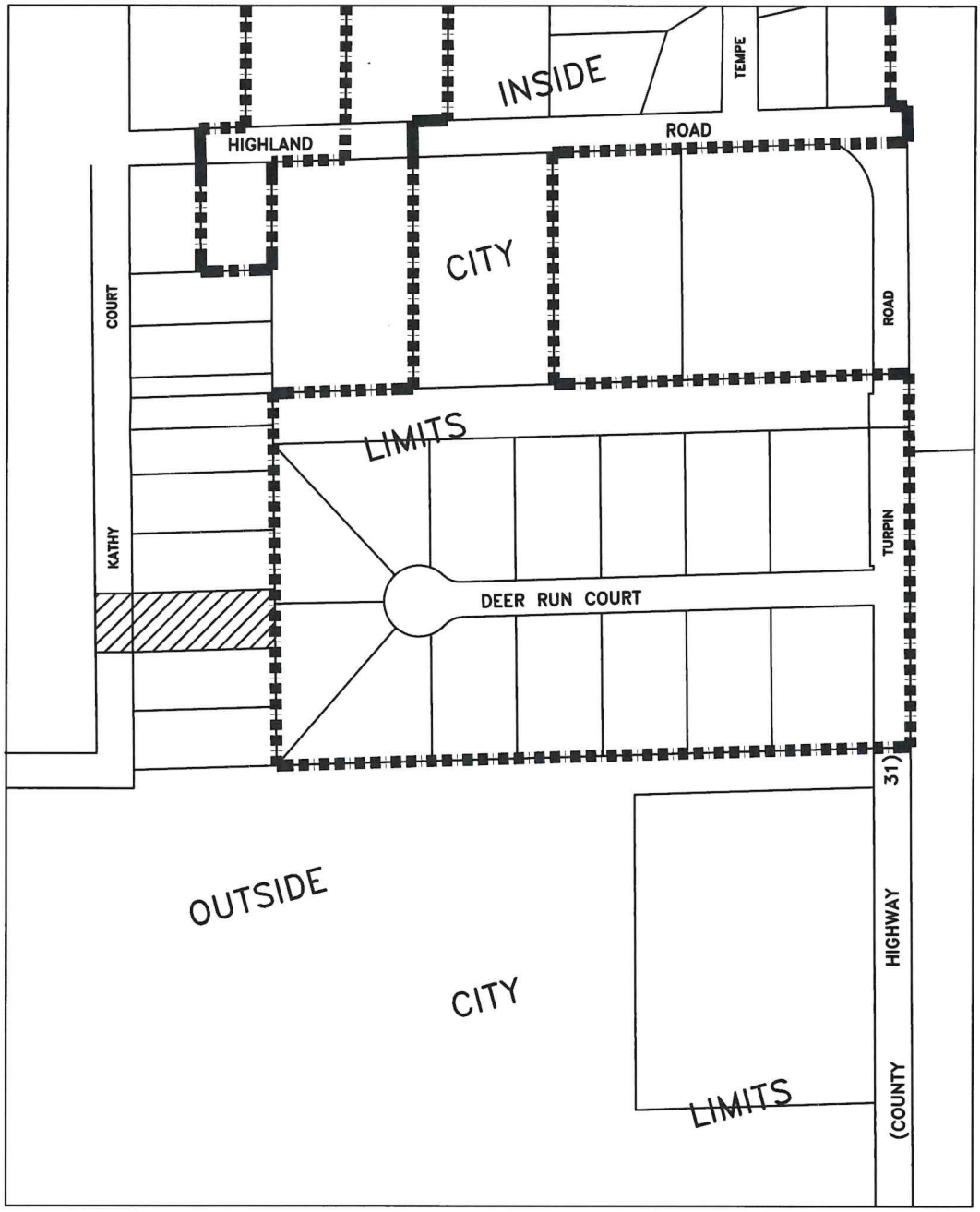
Signed and sworn to before me 27th day of August, 2024

Tara R Bachstein
Notary Public

(Rev. 1/2019)

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\3248 S Kathy Ct\3248 S Kathy Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

3248 S KATHY COURT

indicates territory annexed

indicates existing corporate limits

0.55± **acres**

AREA 0.00086± sq. miles

99± **lin. ft. of public road**

SOUTH WHEATLAND **township**

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

9-19-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 9/18/2024

MEMO: 2024-150

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory –3228 South Kathy Court

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 3228 South Kathy Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3228 South Kathy Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
3228 SOUTH KATHY COURT

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

LOT 18 OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-032

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

   DOUGLAS W. LONDON, TRACY S LONDON, JACOB D. LONDON, ANDREW D. LONDON

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3228 South Kathy Court, and legally described as follows:

   LOT 18 OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-251-032_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Douglas W London	DOUGLAS W LONDON	3228 KATHY CT. DECATUR IL
Tracy S London	TRACY S. LONDON	

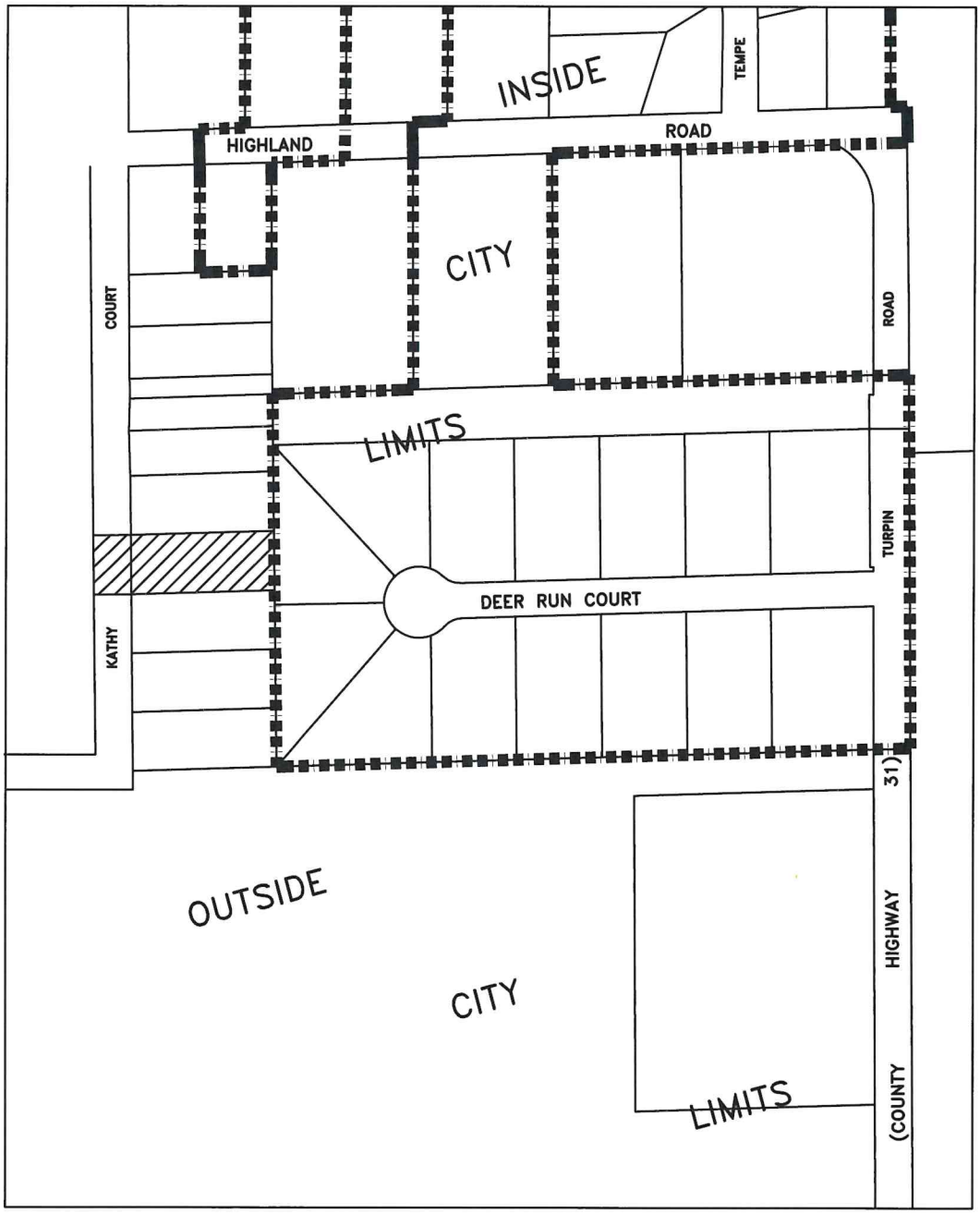
Signed and sworn to before me this 28th day of August, 2024

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

Tara R. Bachstein
Notary Public

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\3228 S Kathy Ct\3228 S Kathy Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

3228 S KATHY COURT

indicates territory annexed

indicates existing corporate limits

0.55± acres

AREA 0.00086± sq. miles

99± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

9-19-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 9/18/2024

MEMO: 2024-151

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Territory –3202 South Kathy Court

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 3202 South Kathy Court be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3202 South Kathy Court	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
3202 SOUTH KATHY COURT

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of John R. Drayton and Carol Jean Drayton, individually and on behalf of as partner of Lifestyle Enterprises, requesting that there be annexed to the City territory described as:

LOT NINETEEN (19) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-031

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

UNDEVELOPED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3202 South Kathy Court, and legally described as follows:

LOT NINETEEN (19) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-251-031

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
John R Drayton	individual & on behalf of & as Partner of Lifestyle Ent	
Carol Jean Drayton	individually & on behalf of & as partner of Lifestyle Enterprises	
	John R. Drayton	3135 Turpin Rd Decatur IL
	Carol Jean Drayton	"

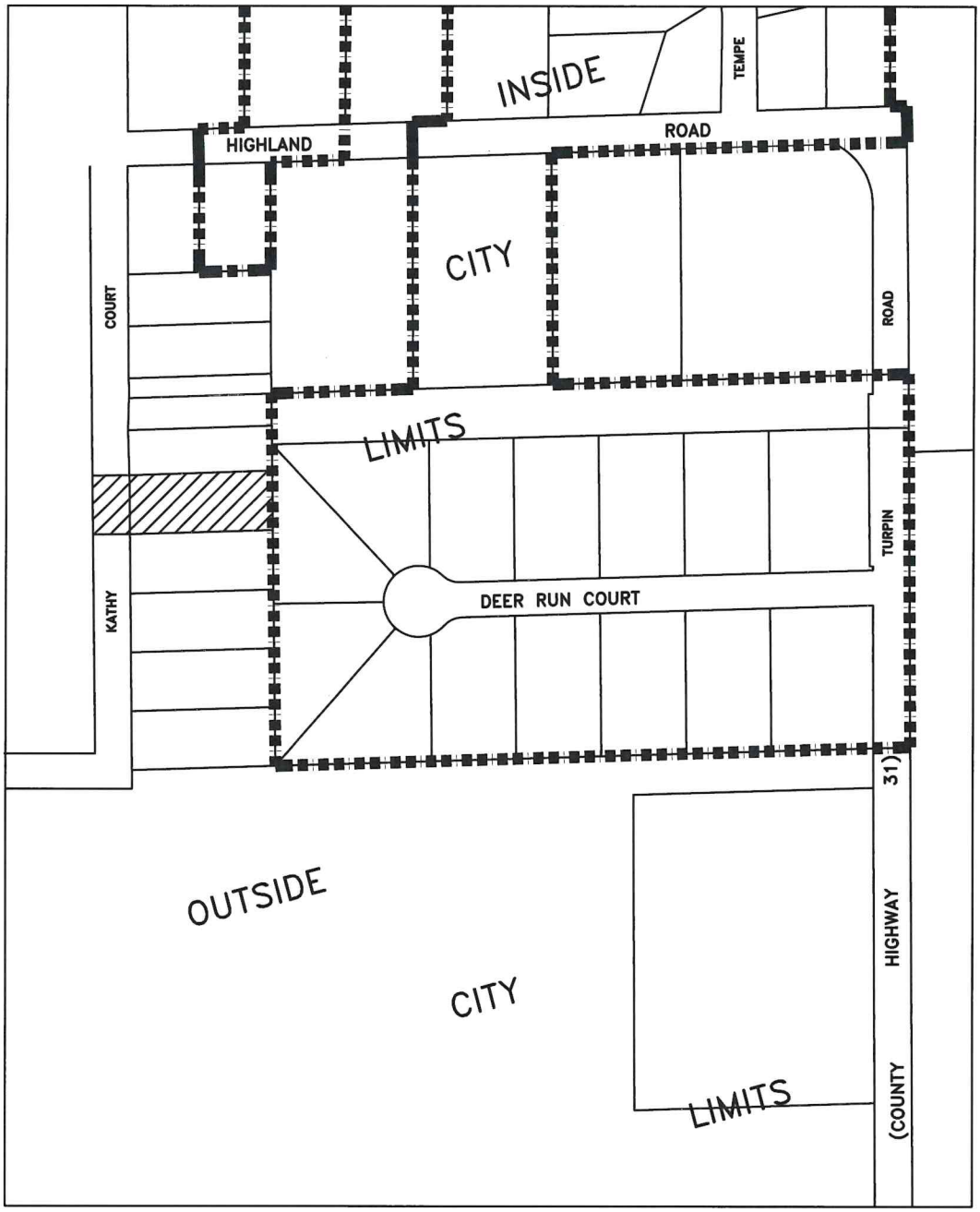
Signed and sworn to before me 27th day of August, 2024

Tara R. Bachstein
Notary Public

(Rev. 1/2019)

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Deer Run\3202 S Kathy Ct\3202 S Kathy Ct Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

3202 S KATHY COURT

indicates territory annexed

indicates existing corporate limits

0.55± acres

AREA 0.00086± sq. miles

99± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL 062.048941 REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

9-14-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 9/4/2024

MEMO: 2024-129

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Territory –3135 Turpin Road

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 3135 Turpin Road be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3135 Turpin Road	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
3135 TURPIN ROAD

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of John R. Drayton and Carol Jean Drayton, requesting that there be annexed to the City territory described as:

LOT TWENTY-ONE (21) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-015

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

RESIDENTIAL - OCCUPIED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

   John R Drayton

   Carol Jean Drayton

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3135 Turpin Road, and legally described as follows:

   LOT TWENTY-ONE (21) OF DEER RUN SUBDIVISION AS PER PLAT RECORDED IN BOOK 1832 PAGE 935 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-251-015_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
John R Drayton	John R Drayton	3135 Turpin Rd Decatur IL 61
Carol Jean Drayton	Carol Jean Drayton	

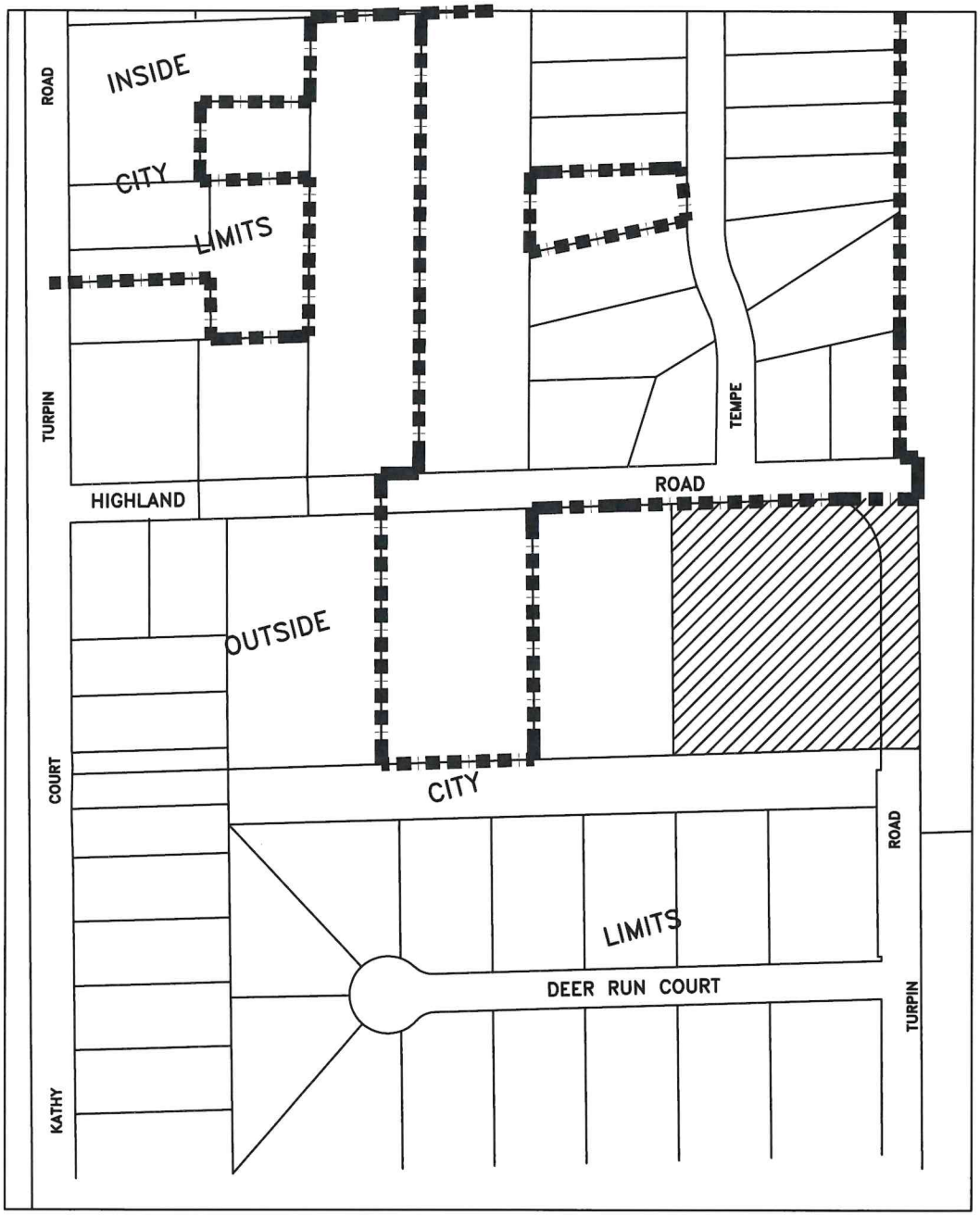
Signed and sworn to before me this 27th day of August, 2024

Tara R. Bachstein
Notary Public

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Forced\3135 Turpin Road\3135 Turpin Rd Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

3135 TURPIN ROAD

indicates territory annexed

indicates existing corporate limits

3.17± acres

AREA 0.00495± sq. miles

400± lin. ft. of public road

SOUTH WHEATLAND township

N

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

9-4-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 9/18/2024

MEMO: 2024-157

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Territory –3320 East Fitzgerald Road

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 3320 East Fitzgerald Road be approved.

BACKGROUND: The subject property is being annexed due to installation of City sewer.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3320 East Fitzgerald Road	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
3320 EAST FITZGERALD ROAD

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

LOT TWENTY-SIX (26) OF VIRGINIA FOURTH ADDITION, AS PER PLAT IN BOOK 982, PAGE 06 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 09-13-30-254-013

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

RESIDENTIAL - OCCUPIED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

   LINDSEY A. KREHER

   Danell Kreher

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3320 East Fitzgerald Road, and legally described as follows:

   LOT TWENTY-SIX (26) OF VIRGINIA FOURTH ADDITION, AS PER PLAT IN BOOK 982, PAGE 06 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_09-13-30-254-013_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
	LINDSEY A. KREHER	3320 EAST FITZGERALD RD DECATUR, IL
Danell Kreher	Danell Kreher	3320 E. Fitzgerald Rd

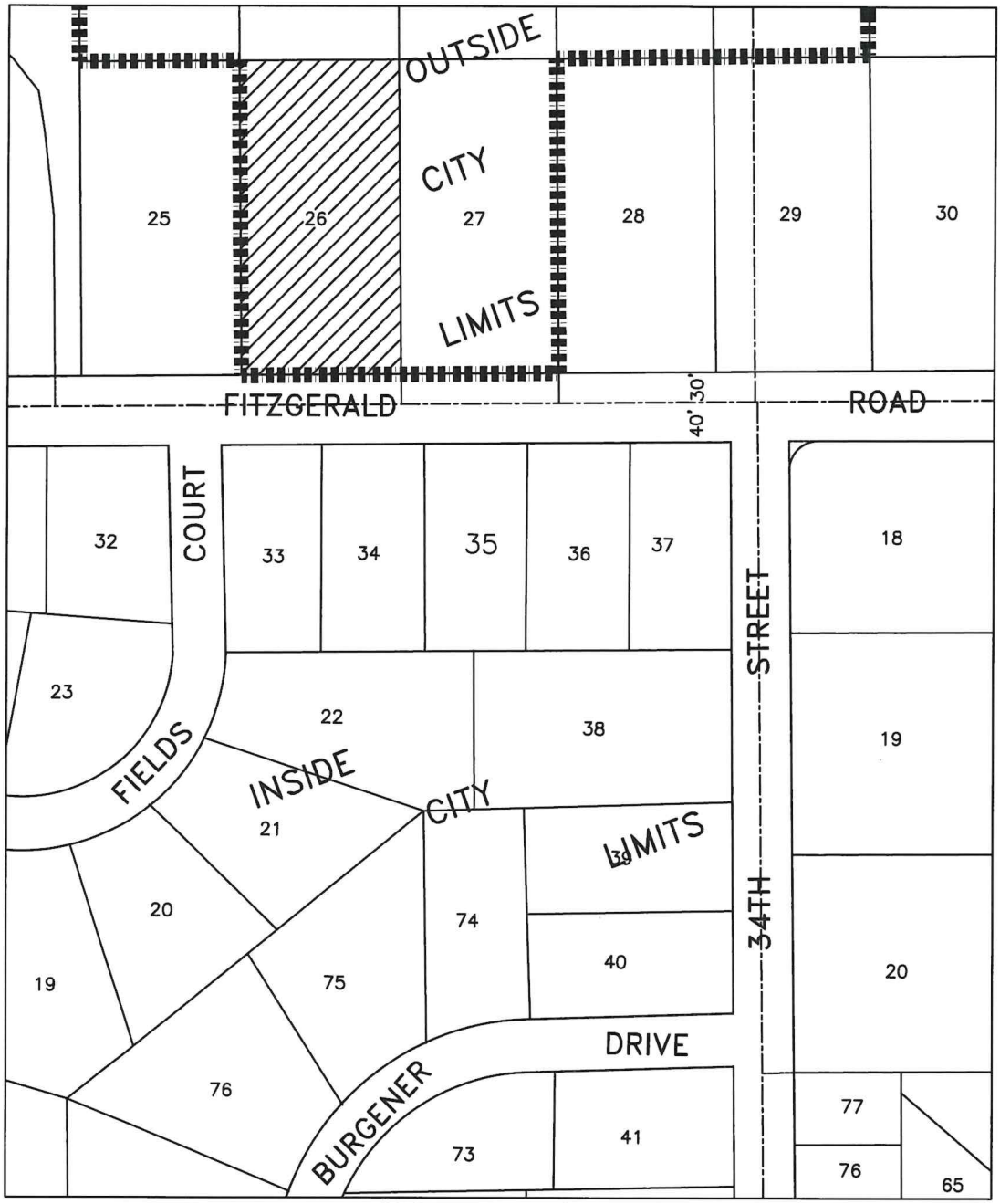
Signed and sworn to before me this 11th day of September, 2024

Tara R. Bachstein
Notary Public

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Forced\3320 E Fitzgerald Road\3320 E Fitzgerald Rd.DWG



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

3320 EAST FITZGERALD ROAD

indicates territory annexed

indicates existing corporate limits

1.12± acres

AREA 0.00175± sq. miles

0 lin. ft. of public road

LONG CREEK township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

9-23-24

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

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

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: 9/18/2024

MEMO: 2024-152

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory –3244 Greenview Drive

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3244 Greenview Drive be approved.

BACKGROUND:
The subject property is being annexed due to citizen's wanting water service.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3244 Greenview Drive	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
3244 GREENVIEW DRIVE

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

LOT 14 OF SOUTH HILLTOP SUBDIVISION, AS PER PLAT RECORDED IN BOOK 300, PAGE 212 OF THE RECORDS IN THE RECORDER'S OFFICE, SITUATED IN THE COUNTY OF MACON AND STATE OF ILLINOIS.

PIN# 17-12-33-303-003

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____

JULIE MOORE WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

RESIDENTIAL - NOT OCCUPIED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3244 Greenview Drive, and legally described as follows:

LOT 14 OF SOUTH HILLTOP SUBDIVISION, AS PER PLAT RECORDED IN BOOK 300, PAGE 212 OF THE RECORDS IN THE RECORDER'S OFFICE, SITUATED IN THE COUNTY OF MACON AND STATE OF ILLINOIS.

PIN #_17-12-33-303-003_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Joseph W. Weishaar	Joseph W. Weishaar	3435 Greenview Dr. Decatur IL
Andrea Weishaar	Andrea Vogel	3435 Greenview Dr. Decatur, IL

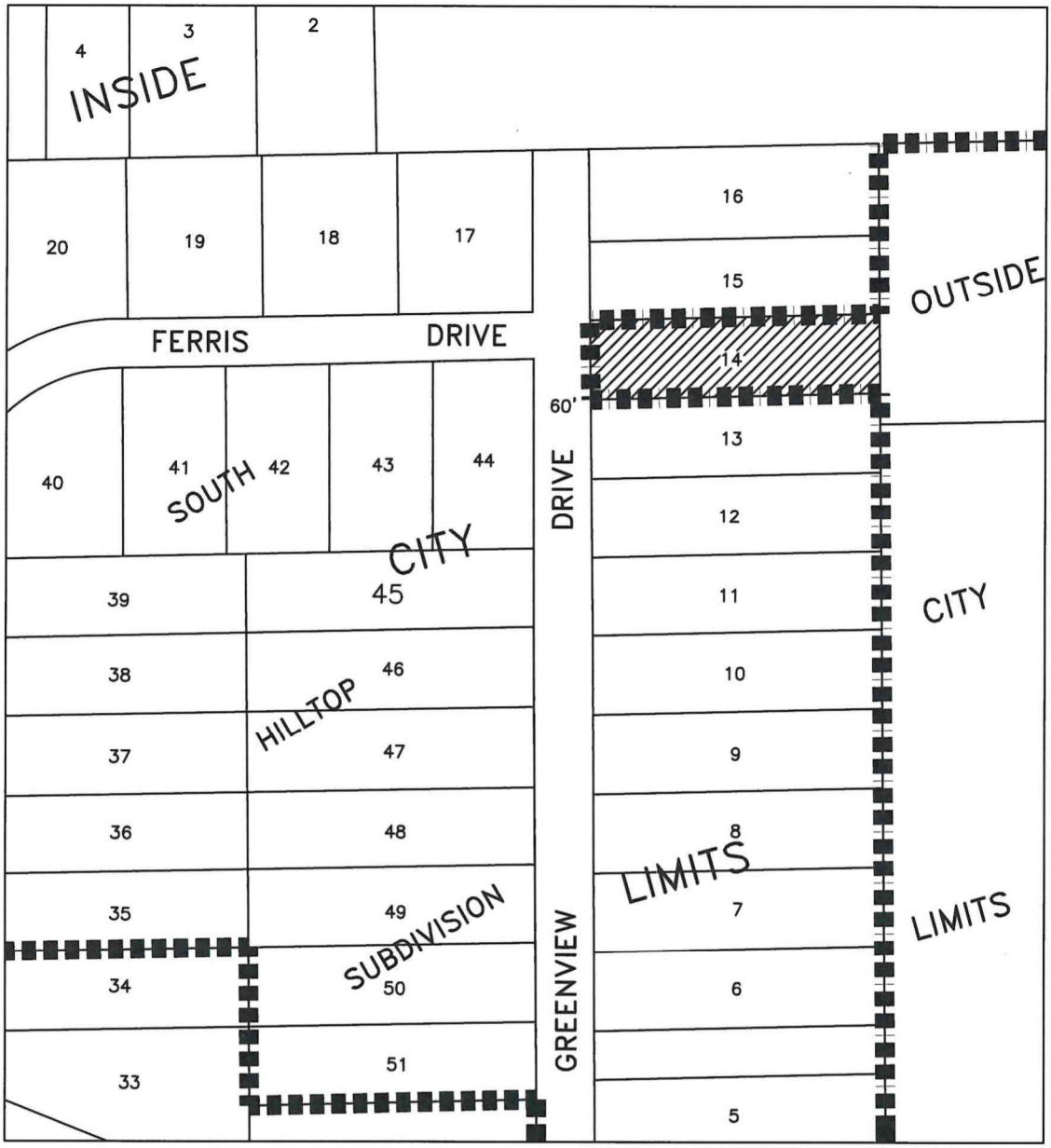
Signed and sworn to before me 4th day of September, 20 24

Tara R. Bachstein
Notary Public

(Rev. 12/2014)

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Voluntary\3244 Greenview Dr\3244 Greenview Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

3244 GREENVIEW DRIVE

indicates territory annexed

indicates existing corporate limits

0.65± **acres**

AREA 0.00101± **sq. miles**

0 **lin. ft. of public road**

SOUTH WHEATLAND **township**

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

10-2-24

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

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

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: 9/18/2024

MEMO: 2024-153

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Territory –3050 Lakeland Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3050 Lakeland Road be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3050 Lakeland Road	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
3050 LAKELAND ROAD

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

LOT FIFTEEN (15) IN BLOCK ONE (1) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 962 PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-128-012

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

   DOROTHY B ELLIS

   RONALD ELLIS

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3050 Lakeland Road, and legally described as follows:

   LOT FIFTEEN (15) IN BLOCK ONE (1) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 962 PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #_17-12-36-128-012_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Ronald B Ellis	RONALD B ELLIS	3050 LAKELAND RD
Ronald B Ellis		DECATUR IL
Dorothy B Ellis	DOROTHY B ELLIS - 3050 LAKELAND	
		DECATUR IL 62521

Signed and sworn to before me this 10th day of July, 2024

10th September 2024

Felicia A. Evans

Sara Albert

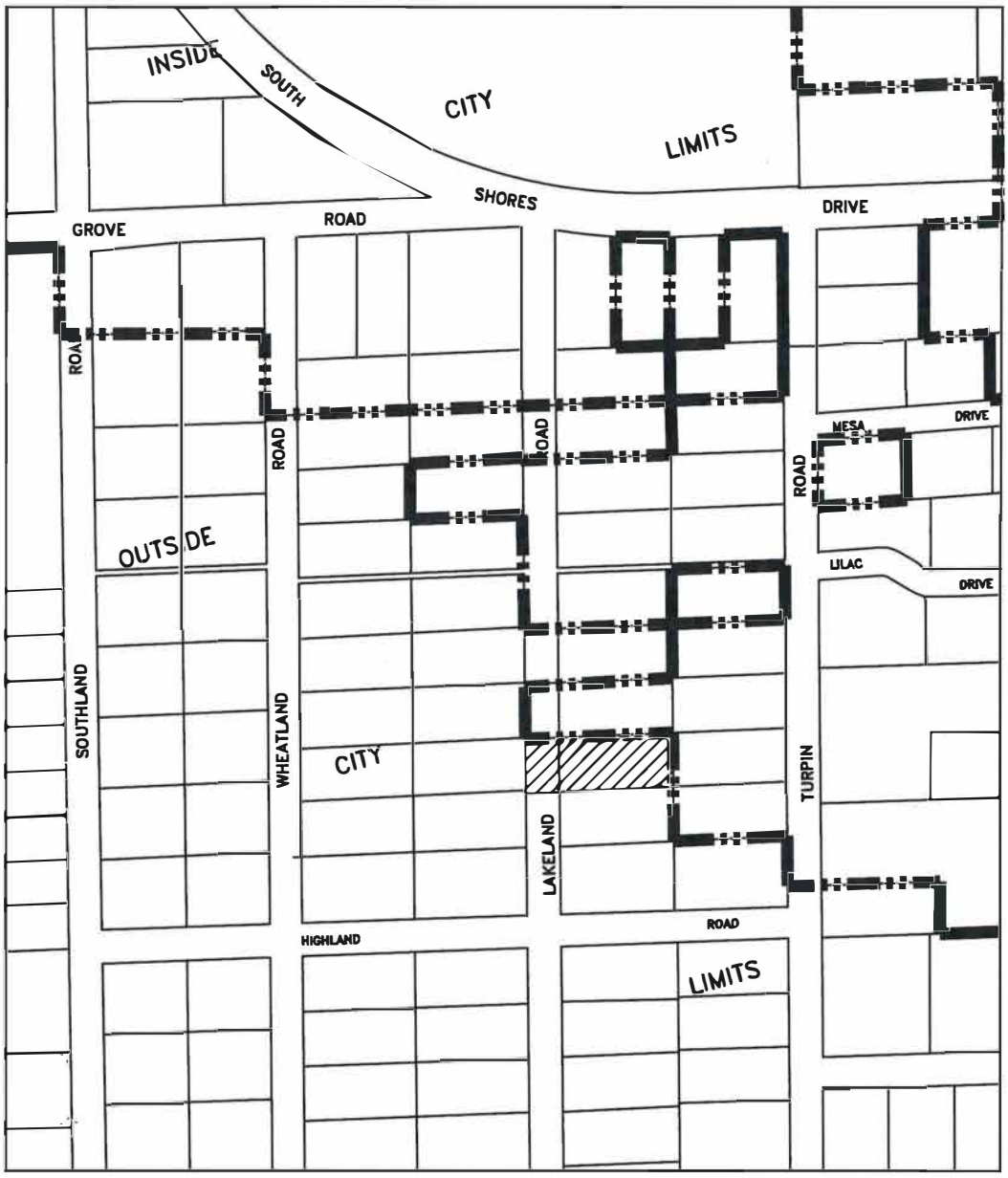
Notary Public

OFFICIAL SEAL
Sara Albert
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12-29-2024

OFFICIAL SEAL
FELICIA A. EVANS
Notary Public - State of Illinois
My Commission Expires 4/16/2027

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Forced\3050 Lakeland Road\3050 Lakeland Rd Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

3050 LAKELAND ROAD

indicates territory annexed

indicates existing corporate limits

0.48± acres

AREA 0.00075± sq. miles

100± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

4-23-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 9/18/2024

MEMO: 2024-154

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory –2254 Mesa Drive

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 2254 Mesa Drive be approved.

BACKGROUND: The subject property is being annexed due to citizens wanting water service.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2254 Mesa Drive	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2254 MESA DRIVE

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

LOT TWELVE (12) OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300, PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-201-007

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

Rebecca Scribner

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2254 Mesa Drive, and legally described as follows:

LOT TWELVE (12) OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300 PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #_17-12-36-201-007_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Rebecca Scribner	Rebecca Scribner	2254 Mesa Dr, Decatur IL

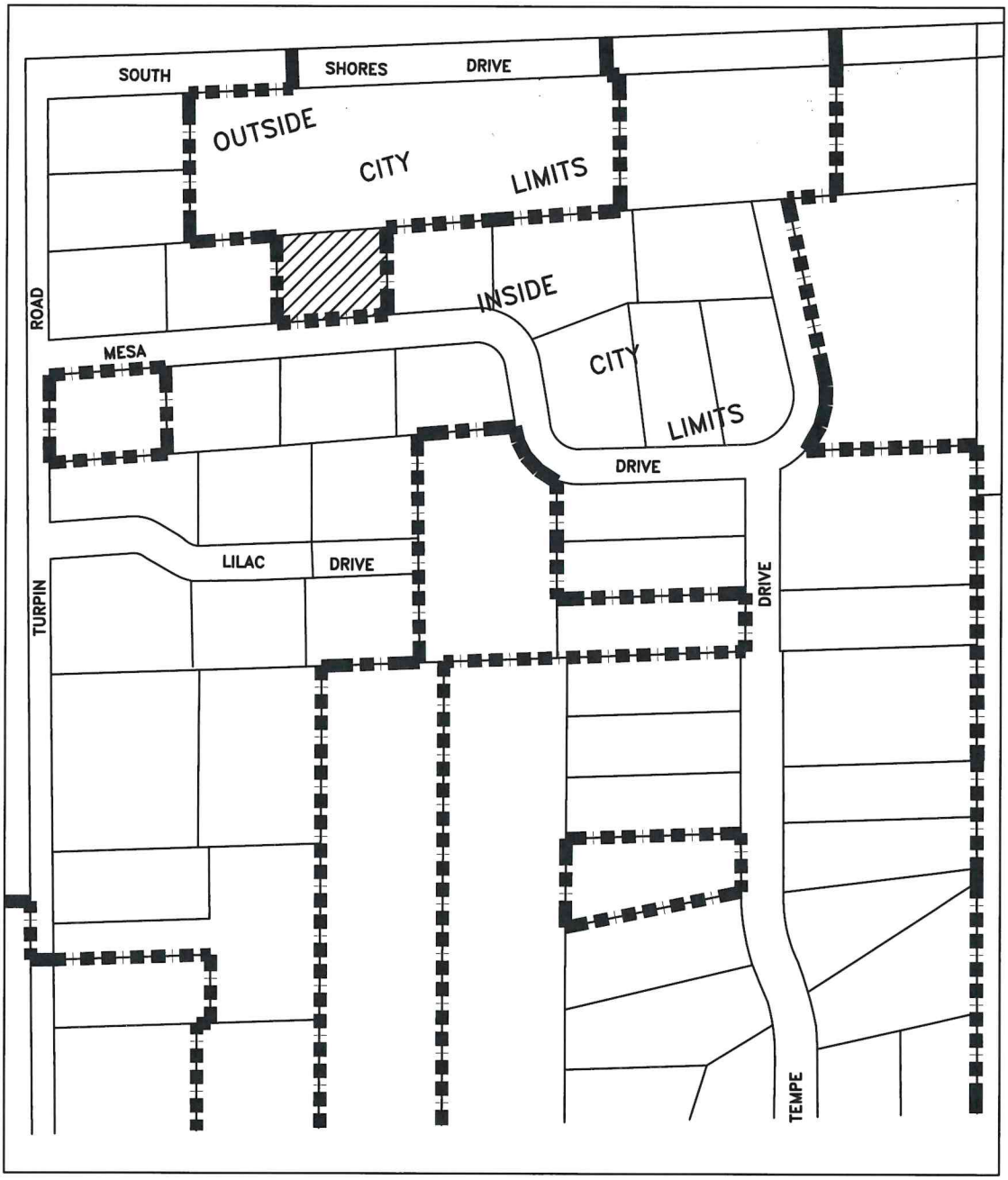
Signed and sworn to before me this 5th day of September, 2024

Tara R. Bachstein
Notary Public

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Voluntary\2254 Mesa Drive\2254 Mesa Drive Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2254 MESA DRIVE

indicates territory annexed

indicates existing corporate limits

0.43± acres

AREA 0.00067± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

9-23-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 9/18/2024

MEMO: 2024-155

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Ordinance Annexing Territory –3077 Turpin Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3077 Turpin Road be approved

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3077 Turpin Road	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
3077 TURPIN ROAD

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

LOT TWELVE (12) IN BLOCK ONE (1) OF LAKELAND HEIGHTS ADDITION, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-128-024

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

RESIDENTIAL - OCCUPIED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

Zachary M Smith

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3077 Turpin Road, and legally described as follows:

LOT TWELVE (12) IN BLOCK ONE (1) OF LAKELAND HEIGHTS ADDITION, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-128-024_

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

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Zachary Smith	Zachary M Smith	3077 Turpin Rd, Decatur IL

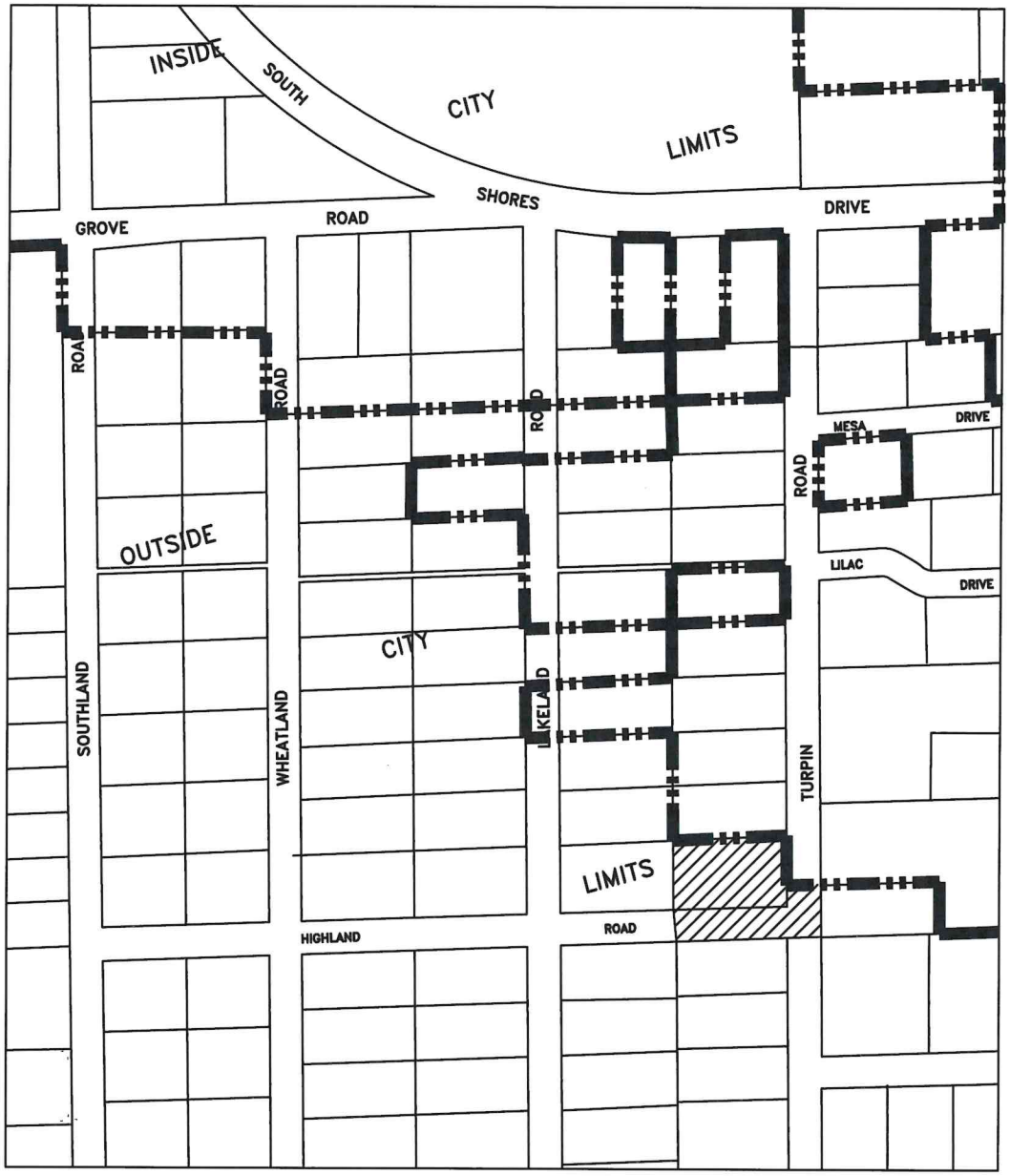
Signed and sworn to before me this 5th day of September, 20 24

Tara R. Bachstein
Notary Public

(Rev. 12/2014)

OFFICIAL SEAL
TARA R. BACHSTEIN
Notary Public - State of Illinois
My Commission Expires 5/12/2027

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Forced\3077 Turpin Road\3077 Turpin Rd Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

3077 TURPIN ROAD

indicates territory annexed

indicates existing corporate limits

0.63± acres

AREA 0.00098± sq. miles

295± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED PROFESSIONAL ENGINEER
OF
ILLINOIS

9-27-24

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

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

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

SUBJECT: Resolution Authorizing Execution of A Purchasing Order Between the City of Decatur, Illinois and Landmark Ford Inc. For State of Illinois Contract #Boss-B-37575 for Three (3) Ford Electric SUVs

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Contract	Backup Material

TRANSPORTATION SERVICES DEPARTMENT

No. _____

October 7, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: To Execute the Following Resolutions

1. Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Landmark Ford Inc. For State of Illinois Contract #Boss-B-37575, for Three (3) Ford Electric SUVs .

2. Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Morrow Brother's Ford Inc. for State of Illinois Contract 21-416CMS-Boss4-B-21143 for One (1) F250 Work Truck, One (1) F350 Heavy-Duty Work Truck, and Two (2) Hybrid F-150 Work Trucks.

3. Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Altorfer, Inc for BidBuy Contract for One (1) CAT 265-05 Compact Track Loader.

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolutions authorizing the execution of (3) separate purchase orders for support vehicles and equipment using 100% grant funding. Transit has done well in replacing Revenue vehicles over the last few years, however, our support vehicles are also in need of replacement. All the recommended vehicles will replace existing vehicles that are past useful life. The mix of diesel, hybrid, and fully electric will complement our fleet resiliency and Zero-Emission goals.

The Transportation Services Department has aging support vehicles and equipment that are past useful life. We recommend purchasing the following:

1. 3 EV Ford SUVS $136,662 IDOT Rebuild III Grant to replace 3 gas supervisor vehicles past useful life.
2. 1 CAT Compact Track Loader $87,523 FTA Grant to replace our 1989 forklift and will give staff more versatility of use.
3. The F350 $99,443 and F250 $70,478 will replace a 1991 International truck and 2000 B250 maintenance work truck, using FTA Grant. The 2 Hybrid F-150s $125,942 IDOT Rebuild III Grant to replace 2 gas work trucks.

BACKGROUND: City Council approved the purchase of support vehicles and equipment in the 2024 City Budget.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

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

RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF PURCHASE ORDER BETWEEN CITY OF DECATUR, ILLINOIS AND LANDMARK FORD INC. FOR STATE OF ILLINOIS CONTRACT #BOSS-B-37575, THREE ELECTRIC FORD SUVS

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

Section 1. That the quote of the State contract for Three (3) Electric Ford SUVs included in the attachments be, and it is hereby, received, and place on file.

Section 2. That the cost of Three (3) Electric Ford SUVs from Landmark Ford Inc. in an amount not to exceed $136,662 be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor of the City of Decatur be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Landmark Ford Inc. in an amount not to exceed $136,662.

PRESENTED AND ADOPTED this 7th Day of October 2024

_____

Mayor Julie Moore Wolfe

ATTEST:

_____

Kim Althoff, City Clerk

ORDER CONTRACT

Landmark Ford Inc.

You Always Do Better At Landmark

DATE: 9.19.2024

2401 Prairie Crossing Drive
Springfield, IL. 62711
Phone: 217 862 5253
Fax: 217 862 5316

ORDER FOR: CITY OF DECATUR
555 E WOOD ST
DECATUR, IL 62523
217-542-3547

2024 MUSTANG MACH-E ELECTRIC SUV STATE CONTRACT BOSS-B-37575	$42,314.00
ALL WHEEL DRIVE OPTION	2,900.00
DAYTIME RUNNING LIGHTS	45.00
DELIVERY TO AGENCY	295.00
STAR WHITE MET EXTERIOR	-
MOBILE POWER CORD	-
	$45,554.00
QUANTITY	3 UNITS
SUBTOTAL	136,662.00
OTHER	-
TOTAL	**$136,662.00**

Make all checks payable to Landmark Ford Inc. If you have any questions concerning this quote, contact Steve DeckerPh 217 862 -5253 e-mail steve.decker@landmarkauto.com

THANK YOU FOR YOUR BUSINESS

PLEASE ENTER THE FOLLOWING

CONTACT NAME _____

PHONE NUMBER _____

PURCHASE ORDER NUMBER _____

STATE TAX EXEMPT NUMBER _____

SIGNATURE_____

PRINT_____

2024 MUSTANG MACH-E ELECTRIC SPORT UTILITY

State CONTRACT # boss-4-B-37575

Call STEVE DECKER (217) 862-5253

Email STEVE.DECKER@LANDMARKAUTO.COM

STANDARD PACKAGE **$42,314.00**

ELECTRIC DRIVE
18” GREY PAINTED ALUM WHEELS
ELECTRIC PARKING BRAKE
LIFTGATE MANUAL
Interval Wipers
POWER MIRRORS
225/60R18 ALL SEASON TIRES
REAR SPOILER
FRONT DOOR GRABBER HANDLE
Air Conditioning
DUAL ZONE TEMP CONTROL
DRIVER SIDE FOOT REST
10.2 INCH SCREEN
Power windows/power locks
ILLUMINATED ENTRY SYSTEM
Brakes 4-Wheel Disc.w/ABS
LEVEL 1 AND LEVEL 2 CHARGING
POWER POINTS FRONT AND REAR
REAR VIEW CAMERA
Interior Light
Rearview Mirror Day/Night
8 WAY POWER DRIVER SEAT
FIVE PASSENGER VEHICLE
Tire Pressure Monitoring System
ROTARY GEAR SHIFT DIAL
TILT WHEEL
AUTO DIMMING REAR VIEW MIRROR
ELECTRONIC STABILITY CONTROL
Safety Canopy Side-Curtain Airbags
TIRE PRESSURE MONITORINGM SYSTEM
REAR WINDOW WASHER/WASHER
AUTO LAMPS
LANE KEEPING SYSTEM
REAR PARKING SENSORS

“YOU ALWAYS DO BETTER AT LANDMARK!”

ORDER CUT OFF DATE TBD

SUBJECT: Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Master's Transportation Inc. For State of Texas Contract #230204, for One (1) ADA Ford Transit Van and One (1) ADA Pacifica Van.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Contract	Backup Material
Specs	Backup Material

TRANSPORTATION SERVICES DEPARTMENT

No. _____

October 7, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Transportation Services Director

SUBJECT: Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Master's Transportation Inc. For State of Texas Contract #230204, for One (1) ADA Ford Transit Van and One (1) ADA Pacifica Van.

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the execution of a purchase order for (1) Ford Van and (1) Pacific Van for the Transportation Services Department.

Decatur Public Transit System operates fixed-route and ADA paratransit service. Currently, the paratransit vehicles in the fleet have exceeded useful life by more than 7 years. The existing fleet are large cutaways, able to seat 16 people, and require a CDL.

The new vehicles are a Ford Transit Van and a Chrysler Pacifica, ADA compliant, and with seating for up to 12. These vans do not require a CDL. The new style of vehicle will allow us to comingle use for paratransit and microtransit operations and will also encourage a new pool of applicants interested in non CDL vehicle operations. We purchased (2) of the Ford Transit Vans last year, received this year, and they have been implemented well.

These items will be funded through the Federal Transit Administration Capital funds in an amount not to exceed $158,043.

BACKGROUND: City Council approved the purchase of paratransit vehicles in the 2024 City Budget.

INPUT FROM OTHER SOURCES: City staff.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

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

RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF PURCHASE ORDER BETWEEN CITY OF DECATUR, ILLINOIS AND MASTER'S TRANSPORTATION, INC. FOR STATE OF TEXAS CONTRACT #230204, ONE ADA FORD TRANSIT VAN AND ONE ADA PACIFICA VAN

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

Section 1. That the quote of the State contract for One (1) Ford Transit Van and One (1) Pacifica Van included in the attachments be, and it is hereby, received, and place on file.

Section 2. That the cost of One (1) Ford Transit Van and One (1) Pacifica Van from Master's Transportation Inc. in an amount not to exceed $158,043, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor of the City of Decatur be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Master's Transportation Inc. in an amount not to exceed $158,043.

PRESENTED AND ADOPTED this 7th Day of October 2024

_____

Mayor Julie Moore Wolfe

ATTEST:

_____

Kim Althoff, City Clerk

Docusign Envelope ID: 500CD0F3-2C42-4CC5-9145-F1370276CEC4

Sales Order/Bill of Sale

Master's Location: Master's Belton, MO

Date: 9/27/2024
Sold to Buyer: City of Decatur Public Transit
Phone: 217-542-3559
Email: lelzy@decaturil.gov
Address: 555 East Wood Street
City/State/Zip: Decatur IL 62523

CODE	YEAR	MAKE/BODY	SIZE	MILEAGE	VIN	AMOUNT
FR24-007	2024	Chrysler FR PAC	4+2WC	New	2C4RC1FGXRR163637	$ 70,850.00
MSV	2024	Ford Transit	5+2 ADA	New	TBD	$ 85,443.00
						$
						$

REBATES: _____ _____ _____ _____ TOTAL REBATES: $ N/A
_____ _____ _____ _____ TOTAL SELLING PRICE: $ 156,293.00
Amount Amount Amount Amount

[X] All rebates and discounts have been applied

[ ] After Market Seller's Warranty $ _____

TRADE-UNIT(S): N/A _____ ($ _____) ESTIMATED TRADE-IN
Year/Make VIN Number

TAX-EXEMPT - [X] YES [ ] NO

DELIVERY: Decatur, IL
DEL DATE: TBD
FOB: _____

DELIVERY: $ 1,750
OPTIONAL ITEMS: $
TAX: $ N/A
SUBTOTAL: $
DEPOSIT PAYMENT: $
TOTAL DUE: $ 158,043.00

OPTIONAL ITEMS/SERVICE TO BE PERFORMED:

Pending Formal Council Approval

BUYERS CERTIFICATION

I hereby certify that:
(1) The face and reverse sides of this contract sets forth all of the terms and conditions of the Sales Contract; there are no other contracts or provisions, oral or written, supplementary or in addition to the provisions expressly set forth in this contract; this contract cancels and supersedes all other understandings and agreements of the parties prior to the signing hereof and as of the date hereof, when signed by the dealer, comprises the complete agreement of the parties, AND
(2) I have read the terms and conditions of this contract and have received a true copy thereof; AND
(3) I guarantee that the title of my trade-in-vehicle(s) is not and never has been a salvage title. If a salvage title is delivered, the selling dealer may elect to void this sale and/or elect to collect damages- (including by not limited to dealer's expenses and lost profits) for the difference in value had my title not been salvage and/or branded

_____ SIGNATURE _____ DATE

Docusign Envelope ID: 500CD0F3-2C42-4CC5-9145-F1370276CEC4

Sales Order/Bill of Sale

NOTICE TO BUYER:

DO NOT SIGN THIS INSTRUMENT BEFORE YOU READ IT, OR, IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS SIGNED CONTRACT. BUYER ACKNOWLEDGES THAT THE AMOUNTS SHOWN ON THE INSTRUMENT WERE QUOTED TO HIM/HER BEFORE HE/SHE AGREED TO THE SALE. BUYER KNOWS THAT THE VEHICLE IS BEING SOLD "AS IS" BY THE SELLING DEALER. SHOULD THE MANUFACTURER'S WARRANTY APPLY TO THIS VEHICLE, IT IS DIRECTLY OFFERED BY THE MANUFACTURER TO THE BUYER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME ON ITS BEHALF ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

CONTRACT CONDITIONS

NOTICE TO CUSTOMER/BUYER

THIS IS AN OFFER TO BUY A VEHICLE MADE BY A CUSTOMER/BUYER TO THE DEALER. IF THE OFFER IS ACCEPTED BY THE DEALER IT BECOMES THE COMPLETE CONTRACT OF SALE. THE DEALER HAS NO OBLIGATIONS OR RESPONSIBILITIES NOT EXPRESSLY SET FORTH IN THE OFFER. THE OFFER STATES THE TERMS AND CONDITIONS ADOPTED BY THE DEALER AS THE TERMS AND CONDITIONS UNDER WHICH THE DEALER WILL MAKE THE SALE. BEFORE YOU SIGN THE OFFER TO BUY. **READ IT CAREFULLY.**

1. CREDIT:

Should credit, as indicated on the front of this order, be part of this contract, all required information is a part of this instrument and is contained on the attached sheets.

2. BINDING EFFECT:

This Sales Order shall be binding on both parties upon the Buyer and Dealer signing and accepting this contract, subject to a price increase by Manufacturer and appraised value of trade-in.

3. DEPOSIT:

The Buyer agrees that the deposit is nonrefundable. The deposit shall be retained by the Dealer as liquidated damages in the event that, the Buyer fails to complete the purchase of the vehicle pursuant to the terms offered and accepted.

4. MANUFACTURER'S INCREASE:

The manufacturer has reserved the right to change the list price without notice. The purchase price would thus be subject to an increase because of the manufacturer's increase in price. All price increases by the Manufacturer will be added to the purchase price. The Buyer may, if dissatisfied with the increased price cancel this order.

5. TRADE-IN-VEHICLE:

If the trade-in has not been delivered to dealer at the time of executing this contract, the trade-in shall be appraised at the time of delivery and the amount of the appraised value shall be substituted for the estimated value indicated under the heading "trade allowance" on the front of the Sales Order. The Buyer may, if dissatisfied with the appraised value, cancel this order.

6. TRADE-IN-VEHICLE BUYER'S CERTIFICATION:

By my signature below, buyer represents and warranties that the only existing material defects known to me on the motor vehicle that is being traded in to the dealer are:

_____

_____

(if none, *so* state)

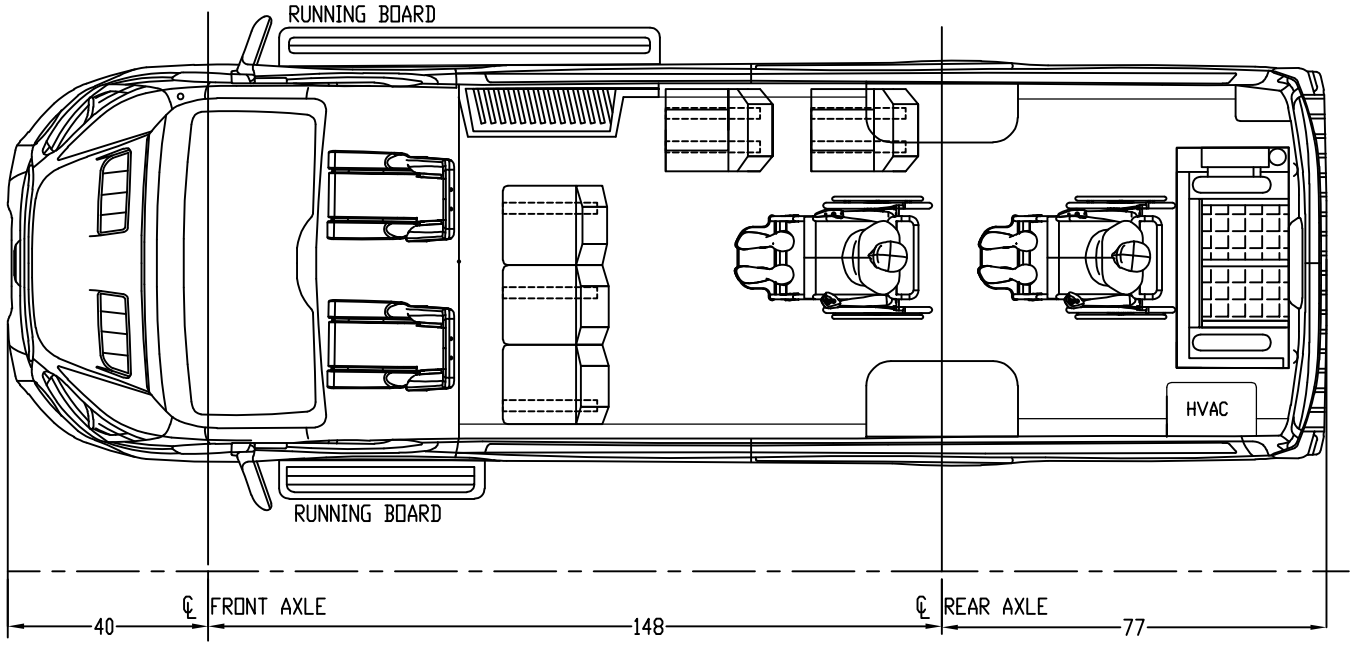
DEALER
MASTER'S TRANSPORTATION, INC. DocuSigned by: Steve Rand 951C5A0D0D17453... Steve Rand DATE: 9/27/2024

DocuSigned by: Brian Engle, VP of Sales 632305454DA8479... Brian Engle, VP of Sales DATE: 9/27/2024

BUYER SIGNATURE: DocuSigned by: Lacie Elzy 0F09C4480B5C45B...

PRINTED NAME: Lacie Elzy DATE: 9/27/2024

DEALER:	VIN:	UNIT#:	APPROVED BY (SIGN):	DATE:
SEATING COMMENT:			PRINT NAME:	



THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF MASTERS SPECIALITY VEHICLES (MSV), IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUT WRITTEN CONCENT. ITIS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO MSV.

SEAT SPACING	D: 30.75"	WHEELCHAIR CAP: 2	
	P:	SEATED CAP: 6	
HIP TO KNEE	D: 27.5"	TOTAL CAP: 8	
	P:	GVWR : ----- LBS	

TOLERANCE UNLESS OTHERWISE SPECIFIED		TITLE
		FORD-U4X -5&2 PASSENGERS -PARETO FLOOR - TRACK
± 1/8" ± 1°	±1/16" ± 1/2°	

DATE: 9/23/24	SIZE B	DWG. No.	REV A
DO NOT SCALE DRAWING	SCALE: 1:25	DRAWN BY: CD	SHEET 1 OF 1

SUBJECT: Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Altorfer, Inc for BidBuy Contract for One (1) CAT 265-05 Compact Track Loader.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Contract	Backup Material

TRANSPORTATION SERVICES DEPARTMENT

No. _____

October 7, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: To Execute the Following Resolutions

1. Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Landmark Ford Inc. For State of Illinois Contract #Boss-B-37575, for Three (3) Ford Electric SUVs .

2. Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Morrow Brother's Ford Inc. for State of Illinois Contract 21-416CMS-Boss4-B-21143 for One (1) F250 Work Truck, One (1) F350 Heavy-Duty Work Truck, and Two (2) Hybrid F-150 Work Trucks.

3. Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Altorfer, Inc for BidBuy Contract for One (1) CAT 265-05 Compact Track Loader.

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolutions authorizing the execution of (3) separate purchase orders for support vehicles and equipment using 100% grant funding. Transit has done well in replacing Revenue vehicles over the last few years, however, our support vehicles are also in need of replacement. All the recommended vehicles will replace existing vehicles that are past useful life. The mix of diesel, hybrid, and fully electric will complement our fleet resiliency and Zero-Emission goals.

The Transportation Services Department has aging support vehicles and equipment that are past useful life. We recommend purchasing the following:

1. 3 EV Ford SUVS $136,662 IDOT Rebuild III Grant to replace 3 gas supervisor vehicles past useful life.
2. 1 CAT Compact Track Loader $87,523 FTA Grant to replace our 1989 forklift and will give staff more versatility of use.
3. The F350 $99,443 and F250 $70,478 will replace a 1991 International truck and 2000 B250 maintenance work truck, using FTA Grant. The 2 Hybrid F-150s $125,942 IDOT Rebuild III Grant to replace 2 gas work trucks.

BACKGROUND: City Council approved the purchase of support vehicles and equipment in the 2024 City Budget.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

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

RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF PURCHASE ORDER BETWEEN CITY OF DECATUR, ILLINOIS AND ALTORFER, INC. FOR BIDBUY CONTRACT FOR ONE (1) CAT 265-05 COMPACT TRACK LOADER

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

Section 1. That the quote of the State BidBuy Contract for One (1) CAT 265-05 Compact Track Loader included in the attachments be, and it is hereby, received, and placed on file.

Section 2. That the cost for One (1) CAT 265-05 Compact Track Loader from Altorfer, Inc. in an amount not to exceed $87,523.00 be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor of the City of Decatur be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Altorfer, Inc. in an amount not to exceed $87,523.

PRESENTED AND ADOPTED this 7th Day of October 2024

_____

Mayor Julie Moore Wolfe

ATTEST:

_____

Kim Althoff, City Clerk

ALTORFER INC. PRODUCTS PURCHASE ORDER

Branch: Cedar Rapids, IA	2600 6th Street SW, Cedar Rapids, IA 52404	Ph: (319) 365-0551
Branch: Davenport, IA	4712 Buckeye Street, Davenport, IA 52802	Ph: (563) 324-1935
Branch: East Peoria, IL	1 Capitol Drive, East Peoria, IL 61611	Ph: (309) 694-1234
Branch: Hannibal, MO	3520 Moberly Avenue, Hannibal, MO 63401	Ph: (573) 221-8600
Branch: Moberly, MO	701 US-24, Moberly, MO 65270	Ph: (660) 263-8200
Branch: Springfield, IL	4949 International Parkway, Springfield, IL 62711	Ph: (217) 529-5541
Branch: Urbana, IL	1519 West Kenyon Road, Urbana, IL 61801	Ph: (217) 359-1671

Date: September 13th, 2024 **Salesman Name:** BRIAN GOUDIE ☑ NEW ☐ RPO ☐ Conversion ☐ USED

Customer Name: CITY OF DECATUR (Transportation Services) **Customer No:** 216801

Address: 1 GARY K ANDERSON PLZ **F.O.B. POINT:**

City, State, Zip DECATUR, IL 62523-1005 **Type of Work:** Governmental LOCAL GOVERNMENT (202)

Phone: Riley Fanning - 2173708353 **Email:** RFANNING@DECATURIL.GOV

Sales Contact: Riley Fanning - 2173708353

Purchase Order No.

	Sale Price
One (1) New CAT® 265-05 Compact Track Loader - *Includes the following standard equipment and options:*	$87,523.00
One-Piece Pressurized, Sound Suppressed ROPS/FOPS Cab, CAT C2.8TA Turbo, After-Cooled Diesel Engine, Integrated Air Conditioner Including Heater/Defroster,	
Torsion Suspended Undercarriage, Two-Speed Transmission, Creep Control, Integrated Patter Control Changer (ISO or H Pattern), Push Start, X-Mount Cell Phone Holder,	
Heat Tempered - Coated Glas Cab Door, CAT Heated & Ventilated Comfort Air Suspension Seat, Variable Speed Demand Fan, Headliner, Floor Mat, & Cup Holder,	
Heavy Duty Battery, Electro-Hydraulic Hydrostatic Transmission Control, 120V Engine Coolant Heater, Deluxe Work Tool Control, Hand (Dial) and Foot (Pedal) Throttles,	
Factory Installed CAT Hydraulic Quick Coupler, Dual-Direction Self Leveling, Standard Flow Proportional Hydraulics (23gpm/3,500psi), Front & Rear LED Work Lights,	
8" Color Touchscreen Monitor + Rearview Camera, Integrated AM/FM/AUX/USB/BT Radio, Triple Flange Rear & Front Idlers, Back-Up Alarm, Drive line bottom guarding.	
17.7" Steel Embed Bar Tread Rubber Track, T4 Tech Pkg. (All Controls on Advanced Joysticks), Cab-to-frame side sealing & Lockable fuel fill access door, Tilt cylinder	
Comes with 24mo / 2,000hrs Premier &12mo Mileage for Warranty, Level 3 - SOS and Product Link activated and Level 4 - BASIC: 12mo / 500hrs PM2 kit.	
INCLUDES: 86" Industrial Bucket with bolt-on cutting edge & side cutters INCLUDES: Maximum External Counterweights	$0.00
CITY OF DECATUR - TRANSPORTATION SERVICES AGREES TO PICK UP ALL ASSETS FROM ALTORFER SPRINGFIELD HEAVY	$0.00

		Total Purchase Price	$87,523.00
Payment Terms:		**Sale Price After Trade Allowance**	$87,523.00
☑ Due Upon Receipt	CITY OF DECATUR AGREES TO PAY IN FULL UPON RECEIPT OF GOODS OR NET 30 TERMS	**EXEMPT** **Sales Tax:**	TAX EXEMPT - GOV
☐ Caterpillar Financial Terms:		**Rental applied:**	$0.00
☐ Other Financial Terms:		**EM Solution:**	$0.00
Bill of Sale for Property Taken In Trade (See terms and conditions row 17 for more information)		**Payoffs:**	$0.00
		Other (Doc Fee):	$0.00
		Balance Due:	$87,523.00
		Cash with Order:	$0.00
Customer Signature:		**Total Balance Payable:**	$87,523.00

Year	Make	Model	Serial No	Allowance
NO TRADE	NO TRADE	NO TRADE	NO TRADE	NO TRADE
NO TRADE	NO TRADE	NO TRADE	NO TRADE	NO TRADE

WARRANTY ON EQUIPMENT EXTENDED BY SELLER

Warranty coverage on the equipment covered by this order, if any, has been explained to Purchaser. The warranty coverage is outlined below and indicated by the box checked. Extended Warranties start at delivery date.

☑ NEW Standard Factory Warranty ☐ Extended Warranty: 265 protected by a CAT 24mo / 2,000hrs Premier &12mo Mileage for Warranty. Altorfer to provide Level 3 - SOS and

☐ USED, AsIs,WhereIs ☑ Note Special Agreements: Product Link activated and Level 4 - BASIC: 12mo / 500hrs PM2 kit. TKT16U protected by a Standard Trail King 12-Month Warranty.

☑ We, the Purchaser, understand that ANY warranty work is to be completed in an Altorfer facility only. For ANY warranty work completed "in the field" after the standard warranty expires, travel time and mileage charges will apply. **Customer Initials:**

EQUIPMENT MANAGEMENT AND PRODUCT LINK

Your Machine(s) has been enrolled in the following EMSolutions: Level 3 Package to include Product Link installed and activated, VisionLinkTM access and training, reports and recommendations, and PartStoreTM access (new in territory sales only),12 Month / 500 HR Level 4 Basic CVA, that will include one (1) PM2 Kit.* (Does not include air filters, oil or labor. New in territory sales only)

☑ Yes ☐ No Your agreement includes PM-2 500 hour parts kit customer value agreement (CVA)

RENTAL PURCHASE OPTION. Seller (retains a security interest in) (or leases) the above goods and Buyer agrees to execute a security agreement and note on the forms in current use by Seller.

Payable as Follows: _____ monthly payments of $ _____ each with first payment due on delivery and monthly thereafter except

☐ RPO- Rental Purchase Option: 100% of PAID invoices to apply toward the purchase price. Interest during rent is charged at current prime rate + 3% on unpaid balance. Repairs and mileage incurred during rental that are not covered by warranty will be added to the sale at time of conversion.

I hereby agree to be invoiced for the purchase of this machine the latter 30 days following the last rental invoice or on Rental Purchase terms.

Please Initial==========>

AUTHORIZED SIGNATURES

Acceptance Recommended By Altorfer Machine Salesman: BRIAN GOUDIE

Accepted by Altorfer, Inc. on the **day of**

Customer Signature

Title

Customer Print Name

This order is subject to the attached terms and conditions

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. NEW WARRANTY. New Caterpillar products are sold subject to the terms of the applicable warranty. Copies of the warranty applicable to this purchase are attached hereto and the customer, by initialing below, acknowledges the receipt of the listed warranties.

Initials	Form	Date	Initials	Form	Date
	Self 5070				
	Self 5069 (Century Line)				

2. USED WARRANTY. Dealer guarantees a used machine against mechanical failure for a period of _____ days or _____ service meter hours (whichever comes first) as set out below. Dealer will pay _____ % and the Customer _____ % of the cost of repairs.

a. Warranty covers both parts and labor necessary to repair an inoperative machine.
b. Dealer and Customer will share the cost of such repairs (including replacement parts, labor, service expense and mileage as required) in the proportion shown above.
c. Customer agrees to promptly report to Dealer any mechanical failures that occur during the term of this agreement, and to make the machine available on request to Dealer during its regular daytime working hours; if the Customer desires the work done outside of regular hours, Customer agrees to pay the difference between standard rates and overtime rates in effect at that time.
d. Warranty period begins on the date of delivery of the machine to the Customer.
e. Warranty does not cover expendable items such as glass, tires, cable, hoses, cutting edges, filters, oils, grease, electrical equipment, batteries, etc.
f. Dealer reserves the right to inspect the machine at any time, and to refuse any claim resulting from negligence or abuse.
g. All repair work is to be performed by Dealer except as otherwise authorized by Dealer.
h. IF THE PARTICIPATION IN COST OF REPAIRS OF DEALER IS SHOWN AS "NONE," THE MACHINE IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, AND AT THE CUSTOMER'S ENTIRE RISK AND RESPONSIBILITY.

THE ABOVE WARRANTIES, IF ANY, ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED; THERE IS NO WARRANTY OF MERCHANTABILITY; THERE IS NO WARRANTY THAT THE EQUIPMENT SHALL BE FIT FOR ANY PARTICULAR PURPOSE OR USE; NO WARRANTIES EXTEND BEYOND THE DESCRIPTIONS CONTAINED HEREIN.

3. CONDITION OF TRADE-IN. If, in the opinion of the Dealer, the mechanical condition of the trade-in (if any) is substantially different when it is turned over to the Dealer than it was when this Purchase Order was signed, the Dealer reserves the right to request that the trade-in allowance figure be reevaluated.

4. TITLE WARRANTY. Dealer warrants full and complete title to the goods which are subject to this agreement including the warranty that (a) the Dealer has good title to the goods; (b) the Dealer has the right to convey title to the goods; (c) the goods sold shall be free and clear of encumbrances, security interests, liens and charges.

5. ACCEPTANCE. Goods sold pursuant to this agreement shall be inspected by the Customer upon arrival and any use of the goods for purposes other than inspection and testing during this period shall constitute an acceptance. If the goods fail to conform to the agreement in any way, the Customer shall notify the Dealer within five (5) days of arrival and failing such notification the goods shall be deemed to have been accepted.

6. FORCE MAJEURE. The Dealer shall not be responsible for any delay of other failure to perform caused by reason of strikes, lockouts, or other labor difficulties or by material shortages, fires, floods, and other acts of God, accidents, embargoes, acts of war, conditions caused by a national emergency, any rule, order or regulations of any governmental body or agency, delays of subcontractors, or by reason of any other act beyond the reasonable control of Dealer, and Dealer's time for performance shall be extended accordingly. If delivery is delayed or interrupted for any such cause, Dealer may store the equipment at Customer's expense and risk and if on premises controlled by Dealer, may charge therefor at a rate similar to that charged by a public warehouse. Any such storage be deemed delivery for the purpose of this agreement.

7. This agreement shall be construed under the laws of the State of Iowa and the United States of America. The courts of such state shall have exclusive jurisdiction over all controversies arising out of or in connection with this agreement. It is understood, however, that if any portion of this agreement is prohibited or contrary to the laws of any County, State, Province or other political subdivision in which it is used or to which it is made applicable, it shall, as to said County, State, Province or other political subdivision be ineffective and void to the extent of such prohibition or illegality without invalidating any of its remaining provisions, and to this end the provisions and clauses of this agreement are declared to be severable.

8. Any taxes or import duties imposed by the laws of any County, Dominion, State, Territory, Province, Municipality or other authority, which Dealer may be required to pay or to reimburse to others by reason of them manufacture, ownership, use or sale of any goods delivered under this agreement, will be added to the price of the goods either as a separate item or included in the invoice price of the goods, as the law may require or Dealer may determine.

9. This agreement is not subject to cancellation or to change unless requested by the Customer and accepted in writing by the Dealer. In the event of any such cancellations, the Customer shall pay the Dealer within 30 days of such cancellation reasonable costs and all other expense incurred by Dealer prior to receipt of the request for cancellation (including but not limited to engineering expenses and all commitments to its suppliers, sub-contractors, and others) plus an amount equal to fifteen percent (15%) of the total of the foregoing.

10. Any payments agreed to by the Customer and not fulfilled by the Customer on the date promised, shall be subject to a late payment penalty of 1.5% interest per month (18% per year). The minimum penalty shall be $2.00 per month. This charge will continue until the amount and interest are paid in full.

11. Purchaser is hereby notified that Altorfer Rents has assigned to CATD Exchange Services, LLC, acting in its capacity as a Qualified Intermediary, its rights (including its rights with respect to all money and any trade-ins, but none of its obligations) with respect to the sale of this equipment. Payment must be made to "CATD ES as QI for Altorfer Rents" and mailed to Altorfer Rents, P.O. Box 1347, Cedar Rapids, IA 52406.

12. REMEDIES. The rights and remedies of the Dealer shall not be exclusive but shall be cumulative and in addition to any other rights and remedies provided by any and all clauses of this Purchase Order and to all other rights and remedies in law or equity.

13. ALTORFER IS NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF WARRANTY OR DAMAGES OF ANY NATURE, PERSONAL OR PROPERTY, SUFFERED OR SUSTAINED IN THE OPERATION OF THE EQUIPMENT OR RESULTING FROM FAILURE OR INADEQUACY OF THE EQUIPMENT OR ITS COMPONENTS; AND THAT ALTORFER SHALL NOT BE DEEMED OR HELD OBLIGATED, LIABLE OR ACCOUNTABLE UPON OR UNDER ANY GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY BY OPERATION OF LAW, OR OTHERWISE, IN ANY MANNER OR FORM BEYOND THE AGREEMENTS OF SUB-PARAGRAPHS 1 OR 2 THIS AGREEMENT.

14. Any action of any type by any party to this Agreement relating to this Agreement, whether such action be for breach of contract, breach of warranty, in tort or under any other legal theory, must be commenced within two (2) years of accrual of the cause of action.

15. Customer agrees that this agreement can be filed as public notice of a lien in favor of Altorfer Inc. This filing will be made with the competent agency as designated by law. Customer affirms that this agreement creates a lien in favor of Altorfer Inc.

16. EFFECTIVE DATE OF AGREEMENT. This agreement must be approved and signed by an authorized officer/agent of Altorfer before any of its terms or conditions are valid.

17. Bill of Sale - the customer hereby certifies that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that same is free and clear and is their sole and absolute property.

CATERPILLAR®

DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with **Caterpillar's Data Governance Statement ("DGS"),** which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associatedworksites. The DGS can be reviewed at https://www.caterpillar.com/en/legal-notices/data-governance-statement.html.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the **Cat® Remote Services - Software Update Process for select Productlink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document").** The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement. Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☒

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE ☒

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings.Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

CITY OF DECATUR (Transportation Services)
Company

CITY OF DECATUR (Transportation Services)
Company (Print)

Company Representative (Print)

Signature

Date

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID

Caterpillar: Confidential Green

SUBJECT: Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Morrow Brother's Ford Inc. for State of Illinois Contract 21-416CMS-Boss4-B-21143 for One (1) F250 Work Truck, One (1) F350 Heavy-Duty Work Truck, and Two (2) Hybrid F-150 Work Trucks.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
F250-F350 Contracts	Backup Material
F150 Contract	Backup Material

TRANSPORTATION SERVICES DEPARTMENT

No. _____

October 7, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: To Execute the Following Resolutions

1. Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Landmark Ford Inc. For State of Illinois Contract #Boss-B-37575, for Three (3) Ford Electric SUVs .

2. Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Morrow Brother's Ford Inc. for State of Illinois Contract 21-416CMS-Boss4-B-21143 for One (1) F250 Work Truck, One (1) F350 Heavy-Duty Work Truck, and Two (2) Hybrid F-150 Work Trucks.

3. Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Altorfer, Inc for BidBuy Contract for One (1) CAT 265-05 Compact Track Loader.

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolutions authorizing the execution of (3) separate purchase orders for support vehicles and equipment using 100% grant funding. Transit has done well in replacing Revenue vehicles over the last few years, however, our support vehicles are also in need of replacement. All the recommended vehicles will replace existing vehicles that are past useful life. The mix of diesel, hybrid, and fully electric will complement our fleet resiliency and Zero-Emission goals.

The Transportation Services Department has aging support vehicles and equipment that are past useful life. We recommend purchasing the following:

1. 3 EV Ford SUVS $136,662 IDOT Rebuild III Grant to replace 3 gas supervisor vehicles past useful life.
2. 1 CAT Compact Track Loader $87,523 FTA Grant to replace our 1989 forklift and will give staff more versatility of use.
3. The F350 $99,443 and F250 $70,478 will replace a 1991 International truck and 2000 B250 maintenance work truck, using FTA Grant. The 2 Hybrid F-150s $125,942 IDOT Rebuild III Grant to replace 2 gas work trucks.

BACKGROUND: City Council approved the purchase of support vehicles and equipment in the 2024 City Budget.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

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

RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF PURCHASE ORDER BETWEEN CITY OF DECATUR, ILLINOIS AND MORROW BROTHER'S FORD INC. FOR STATE OF ILLINOIS CONTRACT #21-416CMS-BOSS4-B-21143 FOR ONE (1) F250 WORK TRUCK, ONE (1) F350 HEAVY-DUTY WORK TRUCK, AND TWO (2) HYBRID F150 WORK TRUCKS

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

Section 1. That the quote of the State contract for One (1) F250 Work Truck, One (1) F350 Heavy-Duty Work Truck, and Two (2) Hybrid F-150 Work Trucks included in the attachments be, and it is hereby, received, and placed on file.

Section 2. That the cost of One (1) F250 Work Truck, One (1) F350 Heavy-Duty Work Truck, and Two (2) Hybrid F-150 Work Trucks from Morrow Brother's Ford Inc. in an amount not to exceed $295,863 be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor of the City of Decatur be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Morrow Brother's Ford Inc. in an amount not to exceed $295,863.

PRESENTED AND ADOPTED this 7th Day of October 2024

_____

Mayor Julie Moore Wolfe

ATTEST:

_____

Kim Althoff, City Clerk

MORROW BROTHERS
Greenfield, IL Ford 877-368-3038

WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

September 19, 2024

City of Decatur
Transportation Services
Riley Fanning, Manager

NEW 2025 Ford F250 Crew Cab 4x4 w/6.75' bed
-Oxford White Exterior w/Cloth Bucket Seats
-6.7L V8 Turbo Diesel Engine
-Off-Road Package: LT285 Tires, Skid Plates, Electronic Locking Rear Differential
-Upfitter Switches, Platform Running Boards, Engine Block Heater, 2K On Board Pro Power
-Roof Clearance Lights, Fog Lights, Chrome Bumpers, Rear Defrost, Dark Glass, Power Rear Slider
-Spray In Bedliner, 120V/400W In Dash Outlet, In Bed LED Lighting, Gooseneck Hitch Prep
-Weathertech Mats, Wheel Well Liners, (1) Extra Key w/Remote, Remote Start System
-WHELEN (4) Corner LED Warning
-CD Service Manual
-IL License/Title
-Customer Pick Up in Greenfield, IL
IL Government Price $70,478.00 IL Contract 21-416-P-29479

Signature_____ Date_____

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038

WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

September 19, 2024

City of Decatur
Transportation Services
Riley Fanning, Manager

NEW 2025 Ford F350 Reg Cab 4x4 DRW Chassis
-White Exterior w/Vinyl Bucket Seats
-6.7 V8 Turbo Diesel Engine w/Automatic Transmission
-All Terrain Tires, Snowplow Prep, HD Alternator, Engine Block Heater
-Grip Strut Running Boards, Back Up Alarm, 120V/400W In Dash Outlet
-Wheel Well Liners, Weathertech Floormats, (1) Extra Key w/Remote
-9' Steel Dump Body w/Upgraded Powdercoated Finish
-Rear Hitch Plate w/Receiver, D Rings and 7 Way
-Western 9' Pro PLUS Plow w/Upgraded LED Plow Lights
-Electric/Hydraulic Stainless-Steel V-Box Spreader
-WHELEN 16" Century on Self-Leveling Bracket
-WHELEN (4) Corner Amber
-IL License/Title
-Delivery to City of Decatur
IL Government Price $99,443.00 IL Contract 21-416-P-29479

Signature_____ Date_____

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

September 25, 2024

Lacie Elzy, MBA
Transportation Services Director
City of Decatur Illinois
217.542.3559 | Lelzy@decaturil.gov

We propose the following for your consideration.

2-NEW 2024 FORD F150 Crew Cab 4x4 6' 6" Bed
To include the following optional equipment:
YZ White Exterior, US Cloth 40/Console/40 Seating
3.5L PowerBoost Hybrid Engine, 10-Speed Automatic
E-Locking Rear Axle, LT265/70R17C A/T Tires
Air Conditioning, AM/FM/MP3, Cruise Control
Power Windows/Locks/Mirrors, Fog Lights
Remote Keyless Entry, Bluetooth, Power Seat
Back-Up Camera, Reverse Sensing System
53T Tow/Haul Package, Trailer Brake Controller
413 Skid Plates, 104A Equipment Package
18C Running Boards, (3) Keys w/Remotes
477 7.2 Kw Pro Power, 96W Spray in Bed Liner
WeatherTech Floor Liners, Decked Drawer System
Whelen RST Interior Lightbar, (2) Whelen Grille Lights
New M License/Title, Delivery to Decatur
All other standard equipment, RFB73544
IL. Contract 21-416-P-29479

Illinois Government Price $62,971.00* Each x 2 = $125,942.00 Total

Units are in stock* at the time of this quote and available, first come first serve. All trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions.

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.

DATE: 9/25/2024

MEMO: 2024-160

TO: **Honorable Mayor Julie Moore Wolfe and City Council**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director
Paul Caswell, P.E., City Engineer

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with Culy Contracting LLC for 2024 Manhole Rehabilitation Project, City Project 2024-14

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached resolution approving a contract in the amount of $158,261.50 for the 2024 Manhole Rehabilitation Project, City Project 2024-14, with Culy Contracting, LLC as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest. Attachments to the Resolution include all contract documents except for standard "boilerplate" language and project specific drawings and specifications, general conditions, and standard provisions, common to all City Contracts. Anyone wishing to review the full set of contract documents may obtain copies from the City Clerk.

BACKGROUND:
Sanitary Sewer Priorities
Under the direction of the City Council, the Public Works Department has established four priorities to improve the City's sanitary sewer collection system as defined in the Sanitary Sewer Master Plan.

1. **Critical Large Diameter Sewer Rehabilitation.**
2. **Sanitary Sewer Overflows Due to Inflow and Infiltration.**
3. **System Operation and Maintenance**
4. **Small Diameter Sewer Rehabilitation**

The 2024 Manhole Rehabilitation Project primarily addresses priority number 4 by repairing deteriorated sanitary manholes. Secondly, the lining work also addresses priorities 2 and 3 by decreasing the amount of ground water infiltration into the system and reducing the operation and maintenance costs in the system.

2024 Manhole Rehabilitation Project
The City has over 7,400 manholes within its sanitary sewer collection system. The manholes provide access for maintenance. Historically, manholes were constructed of bricks which have deteriorated over the past 50-100 years. Precast concrete is mostly used in manhole construction

now.

The 2024 Manhole Rehabilitation Project is to repair structural deficiencies in primarily brick manholes with minimum disruption to service, disturbance to the surface, and budget impact. Structural deficiencies within manholes include missing grout and bricks, broken or missing concrete, voids/holes with soil visible and active inflow & infiltration of ground water.

The manhole rehabilitation process involves the application of a sprayable grout called "gunite" which is specially formulated for the reconstruction of manholes. The grout lining is installed at a designed strength and thickness for the diameter and surface loading of the manhole in order to provide full structural rehabilitation. Prior to the application of the gunite the manhole is power washed, and all voids and active infiltration is plugged. The gunite process takes a fraction of the time, disturbance, and cost of digging up and replacing the manhole.

The 2024 Manhole Rehabilitation Project will line approximately 451 vertical linear feet at 45 locations focusing on in a high inflow and infiltration area. The work also includes cleaning, casting replacement, and traffic control.

Project Bid Review
The project plans and specifications were prepared by Engineering Division staff. The project was advertised August 21, 2024 and bids were opened on September 11, 2024. The results for the letting are as follows:

Bidder	Bid Price	Compared to Engineer's Est. Over (-Under)
Culy Contracting, LLC	**$158,261.50**	**(42.1%)**
Structured Solutions LLC	$243,215.00	(10.94%)
E.L. Pruitt Company	$277,909.00	1.8%
Petersburg Plumbing and Excavating LLC	$343,235.00	25.7%
National Power Rodding Corp	$549,275.00	101.3%
Engineer's Estimate	**$273,100.00**	**--------**

Five contractors took out bid packets for the 2024 Manhole Rehabilitation Project and five contractors turned in proposals for the project. Culy Contracting, LLC, provided the lowest, qualified bid at 42.1% under the engineer's estimate. Culy focuses on water and sewer construction and specialized in manhole rehabilitation based out of Winchester, Indiana. Culy Contracting has successfully completed manhole rehabilitation services for City projects in the past.

The 2024 Manhole Rehabilitation project will adhere to the prevailing wage requirements of the State of Illinois. Staff recommends that the City Council approve a contract with Culy Contracting, LLC, to perform the 2024 Manhole Rehabilitation Project.

Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts."

Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be purchase of goods, material and equipment to Minority Business Enterprises.
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Subcontracting is not required for City projects. Culy Contracting, LLC will be self-performing all of the work for this project and will not be using any subcontractors. They will adhere to the goal that 18% of total project hours be performed by minority workers.

POTENTIAL OBJECTION:

There are no known objections to this resolution and bid award.

SCHEDULE: The project is scheduled to be completed by December 15, 2024.

LEGAL REVIEW: The Legal Department reviewed the project plans and specifications on July 1, 2024.

PRIOR COUNCIL ACTION: The City Council approved the FY 2024 Budget which allocated funds for this project. This is a yearly major maintenance project for the City of Decatur.

POTENTIAL OBJECTIONS: There are no known objections to this resolution and bid award.

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS:
Budget Impact: Funding for this project is allocated in the Sewer Fund. The recommended low bid amount is $158,261.50. The Sewer Fund is supported by sanitary sewer user fees.

Staff Impact: Staff time has been allocated to provide oversight for this project.

ATTACHMENTS:

Description	Type
Resolution with exhibit	Resolution Letter
Council Bid Tab	Resolution Letter
Minority Business Enterprise Utilization	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH CULY CONTRACTING, LLC FOR 2024 MANHOLE REHABILITATION PROJECT, CITY PROJECT 2024-14

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

Section 1. That the tabulation of bids received for City Project 2024-14, 2024 Manhole Rehabilitation Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Culy Contracting, LLC, in the amount of $158,261.50 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Culy Contracting, LLC, attached hereto as Exhibit A and made part hereof, for said plan, in the amount of $158,261.50.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of $50,000 as a bonus.

PRESENTED and ADOPTED this 7th day of October, 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

CONTRACT

THIS CONTRACT, made and entered into this 7 day of October ,2024, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Culy Contracting LLC, hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **2024 Annual Manhole Rehabilitation Project, City Project 2024-14,** all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.

3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.

4. **The Completion Date for this project is *December 15th, 2024.*** The Contractor shall complete all work subject to the date on or before the specified date.

5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	Special Provisions
Information for Bidders	Project Drawings
Bid Proposal	Standard Drawings
Non-Collusion Affidavit	Special Conditions
Contract (This Instrument)	General Conditions
Contract Change Orders	Supplemental Specifications
Performance Bond (required for contracts greater than $150,000)	Standard Specifications
Addenda	Appendices

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Contract
3. Addenda
4. Special Provisions
5. Project Drawings
6. Standard Drawings
7. Appendices to the Project Manual
8. Special Conditions
9. General Conditions
10. Supplemental Specifications
11. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

_____
CITY CLERK

By _____
MAYOR

Culy Contracting LLC

_____
SECRETARY (Corporate Seal)

By _____
PRESIDENT

CONTRACT PERFORMANCE BOND
(REQUIRED FOR CONTRACTS GREATER THAN $150,000)

Project 2024 ANNUAL MANHOLE REHABILITATION PROJECT

Project Number 2024-14

We, Culy Contracting LLC, 5 Industrial Park Drive, Winchester, IN 47394

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of _____ ,

as PRINCIPAL, _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of One Hundred, Fifty-Eight Thousand, Two Hundred Sixty-One Dollars and 50/100

_____ Dollars ($158,261.50), lawful money of United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to them for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the CITY harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

Culy Contracting LLC
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

_____
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

_____

_____
(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ _____
Notary Public **(SEAL)**

SURETY

_____
(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS, **(SEAL)**

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

_____

_____
(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ _____
Notary Public **(SEAL)**

CITY OF DECATUR

Approved this 7th day of October, A.D. 2024

Attest:

_____
Kim Althoff, City Clerk

City Council
City of Decatur, Illinois

_____
Julie Moore Wolfe, Mayor

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2024 Annual Manhole Rehabilitation Project
CITY PROJECT *2024-14*

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	GEOPOLYMER LINER, 1.0" THICK	V.L.F	451	$161.50	$72,836.5
2	SAMPLE MATERIAL TESTING	EACH	10	$80.00	$800.00
3	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN PAVEMENT	EACH	21	$2,100.00	$44,100.00
4	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN SOD/GRAVEL	EACH	3	$975.00	$2,925.00
5	MANHOLE CHIMNEY SEAL	EACH	45	$280.00	$12,600.00
6	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	L.S.	1	$25,000.00	$25,000.00
				TOTAL BASE BID	$158,261.50

TOTAL BASE BID IN WORDS One Hundred Fifty-Eight Thousand Two Hundred Sixty-One Dollars and Fifty Cents

PROJECT NUMBER: 2024-14
PROJECT NAME: 2024 Manhole Rehabilitation Project

BID DATE: 9/11/2024
TIME: 10:00 a.m.

FUND: Sewer Fund
ORGANIZATION CODE: 79487906
OBJECT CODE: 489030

Item Number	Pay Item	Quantity	Unit	Engineer's Estimate City Engineering Division		Culy Contracting LLC 5 Industrial Park Drive Winchester, IN 47394 Contact Person Jake Hart (765) 584-8509 jhart@azuria.com		Structured Solutions, LLC 814 W. Pearl Street Union City, IN 47390 Contact Person Joshua Price (800) 518-8971 jprice@structuredsolutions.us		E.L. Pruitt Company 3090 Colt Road Springfield, IL 62707 Contact Person Mike Sinclair (217) 361-6484 Msinclair@elpruitt.com		Petersburg Plumbing & Excavating LLC 3550 Great Northern Ave. Springfield, IL 62711 Contact Person Brian Vogt (217) 544-8451 bvogt@henson-robinson.com		National Power Rodding Corp 2500 W. Arthington St. Chicago, IL 60612 Contact Person Reid W. Ruprecht/Todd O. Shobayo (312) 666-7700 office@nationalpowerrodding.com	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	CEMENTITIOUS LINER, 1.0" THICK	451.0	V.L.F.	$350.00	$157,850.00	$161.50	$72,836.50	$265.00	$119,515.00	$325.00	$146,575.00	$395.00	$178,145.00	$525.00	$236,775.00
2	SAMPLE MATERIAL TESTING	10	EA.	$100.00	$1,000.00	$80.00	$800.00	$450.00	$4,500.00	$182.00	$1,820.00	$305.00	$3,050.00	$1,000.00	$10,000.00
3	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN PAVEMENT	21	EA.	$3,000.00	$63,000.00	$2,100.00	$44,100.00	$2,350.00	$49,350.00	$3,486.00	$73,206.00	$4,755.00	$99,855.00	$10,000.00	$210,000.00
4	MANHOLES TO BE RECONSTRUCTED WITH NEW FRAME AND GRATE IN SOD/GRAVEL	3	EA.	$1,250.00	$3,750.00	$975.00	$2,925.00	$2,200.00	$6,600.00	$1,436.00	$4,308.00	$3,815.00	$11,445.00	$7,500.00	$22,500.00
5	MANHOLE CHIMNEY SEAL	45	EA.	$500.00	$22,500.00	$280.00	$12,600.00	$850.00	$38,250.00	$600.00	$27,000.00	$572.00	$25,740.00	$1,000.00	$45,000.00
6	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCT, AND EXTRA WORK	1	L.S.	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
	TOTAL BIDS (AS CORRECTED)														
	TOTAL BIDS (AS CORRECTED)				$273,100.00		$158,261.50		$243,215.00		$277,909.00		$343,235.00		$549,275.00
	Percent Over Under ENGINEER'S ESTIMATE						-42.05%		-10.94%		1.76%		25.68%		101.13%

Paul E. Caswell, P.E., City Engineer

9/12/2025
Date

City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	September 11, 2024	Project Title:	2024 Annual Manhole Rehabilitation Project
Total Contract Value:		Project Number:	City Project 2024-14

Section I: Prime Contractor Information

Prime Contractor: Culy Contracting LLC

Address: 5 Industrial Park Drive
Winchester, IN 47394

Phone: 765-584-8509

Contact Person: Jake Hart

Email: jhart@azuria.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
N/A none exist				
Totals				

- If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
Totals			

- If more firms were contacted, please copy this form and attach the additional information.

Section IV: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial
N/A see attached		
• If more firms submitted quotes, please copy this form and attach the additional information.		

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
N/A see attached		
• If more firms were contacted, please copy this form and attach the additional information.		

Section V:
The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

This form must be completed and submitted with the bid proposal. All subcontractors and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the MBE's listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors or MBEs.

Signature of Prime Contractor

September 11, 2024
Date

City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	September 11, 2024	Project Title:	2024 Annual Manhole Rehabilitation Project
		Project Number:	City Project 2024-14

Prime Contractor: Culy Contracting LLC

Address: 5 Industrial Park Drive
Winchester, IN 47394

Phone: 765-584-8509

Contact Person: Jake Hart

Email: jhart@azuria.com

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☑	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
☐	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
☐	Other – (State reason and attach explanation)
☐	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

Signature of Prime Contractor — September 11, 2024 (Date)

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED

The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

☐	The project is essential for City operations.
☐	Emergency circumstances require a waiver.
☐	Evidence of a good faith effort by the contractor.
☐	The contractor will self-perform all work and will not subcontract any portion of the project.
☐	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

Public Works Director — Date

City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:		Project Title:	
Total Contract Value:		Project Number:	

Section I: Minority Business Enterprise (MBE)Information

Name: _____

Address: _____

_____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract

This form must be completed and submitted with the bid proposal for each MBE. All MBEs intended for use on this project shall have an **MBE Information Form** signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a **Notification of Change in Participation Form** and **MBE Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
Title	**Date**

Minority Business Enterprise Signature	Print
Title	**Date**

CULY
An azuria Water Solutions Company

Explanation of Minority Business Enterprise Waiver Request

Project: 2024 Annual Manhole Rehabilitation Project
Project Number: 2024-14
Owner: City of Decatur, Illinois

To whom it may concern,

Regarding the use of Minority Business Enterprise:

Referring to page 10 of the bid documents "Information for Bidders, Minority Participation Goals for Public Works Contracts", specific to item III - Culy Contracting LLC does not intend on using any subcontractors for this project, as we perform all our own work with our fully trained employees. If this changes, and a subcontractor is needed, we will attempt to meet the City's minority participation goals and document our efforts in doing so. Because no opportunity currently exists for this, we ask that this requirement be waived.

Regarding the requirement of 18% of total hours being minority employees:

At this time, we do plan on reaching this goal. If our situation changes, we will communicate this with you and document our efforts to reach this goal.

Sincerely,
Culy Contracting LLC

5 Industrial Park Drive ▪ P.O. Box 29 ▪ Winchester, Indiana 47394
Phone: 765-584-8509 www.culycontracting.com Fax: 765-584-8060
WBE CERTIFIED

DATE: 9/27/2024

MEMO: 2024-159

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, Public Works Director

SUBJECT:
Ordinance Approving the Closure of Various Streets and Alleys in the Wabash Crossing Neighborhood

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the following resolutions:

1. An Ordinance authorizing the closure of the following intersecting streets and alleys in the Wabash Crossing Neighborhood at the request of East Lake Management and Development Corp.:

   a. East Leafland Avenue on the east side of North Warren Street
   b. East Condit Street on the east side of North Warren Street
   c. East Leafland Avenue on the east side of North Martin Luther King, Jr. Drive
   d. North Morgan Street on the south side of East Grand Avenue
   e. North Morgan Street on the north side of East Marietta Street
   f. North Clinton Street on the north side of East Marietta Street
   g. Alley between East Grand Avenue and East Leafland Avenue on the west side of North Martin Luther King, Jr. Drive

2. A resolution authorizing the purchase of 35 traffic and safety barriers from Traffic Safety Warehouse for their low quote of $33,255.00. The barriers are to create street closures in the Wabash Crossing neighborhood. The expenses are planned to be drawn from the cash balance in the Near North TIF.

3. A resolution authorizing Ameren to install 24 additional streetlights in the Wabash Crossing neighborhood at a cost of $44,943.00. The expenses are planned to be drawn from the cash balance in the Near North TIF.

BACKGROUND:
East Lake Management and Development Corp. manages the properties in the Wabash Crossing neighborhood, which is generally centered on Martin Luther King, Jr. Drive south of Grand

Avenue. In 2023, East Lake proposed to the City a project that they believed would promote crime reduction and improve the neighborhood. The project proposal included the following items along with the City's current plan to address them:

1. The proposed closure of various streets and alleys in the Wabash Crossing neighborhood. Closures were requested to reduce access to the neighborhood to allow East Lake's security to better monitor their properties with the reduced options to enter and leave the site. The Police Department reviewed the initial proposal from East Lake and recommended modifications. The attached map reflects the proposed closure plan supported by both Police and Fire Departments.

Public Works staff recommends the purchase of decorative barriers to implement the closures. The barriers are designed to be permanent or temporary. It is recommended that, at least initially, temporary closures are best to allow for a trial period. If the closures have the desired effect and are to be made permanent, the barriers can be left in place or street improvements can be constructed like those completed in the Old King's Orchard, and NWRAPS neighborhoods years ago.

Municipal Services staff received quotes from three vendors. The low quote was $33,255.00, by Traffic Safety Warehouse.

Vendor	Quote
Traffic Safety Warehouse	**$33,255.00**
Bohlmann Quality Products	$34,820.10
Terra Bound Solutions	$37,214.00

2. The desire for additional Ameren maintained street lighting in unlit, or underlit, alleys. City staff reviewed the areas of concern and proposed the addition of regular Ameren provided lighting as shown on the attached street lighting map. Ameren proposed a cost of $44,943.10 to install the requested street lighting. They confirmed that their 2023 quote is still accurate.

Ameren lighting is currently in place in the alleys throughout the neighborhood. The City owns and maintains the ornamental street lights on the neighborhood streets.

3 . The improvement of sidewalks, pavement and City owned street lighting in the neighborhood. Public Works staff reviewed the area streets, sidewalks and lighting to document and prioritize possible repairs. The public infrastructure in the neighborhood is in generally good condition with some spot repairs needed. The streets in the neighborhood were designed to be narrow with frequent tight turns that would encourage reduced speeds. These tight turns have caused some of the ornamental streetlights to be damaged frequently. These lights will be relocated further from the street where they can still be effective but less prone to being struck. This work will be completed in a future project planned for 2025.

The improvements noted above are to be paid from the cash balance in the Near North TIF fund.

LEGAL REVIEW: There are no documents for the Legal Department to review.

PRIOR COUNCIL ACTION: There have been no prior Council actions on these items.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: East Lake Management and Development Corp.

STAFF REFERENCE: Matt Newell, Public Works Director. Matt will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:
Budget Impact: Improvements are to be paid from the existing cash balance in the Near North TIF.

Staff Impact: Current approved staffing levels should be sufficient to accomplish the project.

ATTACHMENTS:

Description	Type
Ordinance Approving the Closure of Various Streets and Alleys in the Wabash Crossing Neighborhood	Ordinance

ORDINANCE NO. _____

ORDINANCE APPROVING THE CLOSURE OF VARIOUS STREETS AND ALLEYS IN THE WABASH CROSSING NEIGHBORHOOD

WHEREAS, East Lake Management and Development Corp. is the property manager for the Wabash Crossing development generally centered on Martin Luther King, Jr. Drive, south of Grand Avenue, in the City of Decatur, and

WHEREAS East Lake Management and Development Corp. has proposed street and alley closures in Wabash Crossing to facilitate better security, and

WHEREAS the Decatur Police Department has approved the street and alley closure plan attached hereto as Exhibit A;

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

Section 1. That the City of Decatur hereby closes the following intersecting streets and alleys in the Wabash Crossing Neighborhood as depicted on Exhibit A:

a. East Leafland Avenue at the east side of North Warren Street
b. East Condit Street at the east side of North Warren Street
c. East Leafland Avenue at the east side of North Martin Luther King, Jr. Drive
d. North Morgan Street at the south side of East Grand Avenue
e. North Morgan Street at the north side of East Marietta Street
f. North Clinton Street at the north side of East Marietta Street
g. Alley between East Grand Avenue and East Leafland Avenue at the west side of North Martin Luther King, Jr. Drive

Section 2. That the Director of Public Works be, and is hereby, authorized and directed to cause barriers to be placed at said intersections to implement the closures.

Section 3. That it shall be prohibited to drive a vehicle over or through the closed portion of the closed streets and alleys.

Section 4. That any person, firm or corporation who shall violate any of the provisions of this ordinance shall, upon conviction, be fined not less than Ten Dollars ($10.00) or more than Five Hundred Dollars ($500.00) for each offense.

Section 5. That the provisions of all ordinances, or parts of ordinances, in conflict with the provisions of this ordinance insofar as the same are in conflict with said provisions be, and the same are hereby, repealed.

PRESENTED and ADOPTED this 7th day of October 2024.

_____

Julie Moore Wolfe, Mayor

ATTEST:

_____

Kim Althoff, City Clerk

EXHIBIT A
PROPOSED WABASH CROSSING
STREET CLOSURES



10/5/2023, 11:09:45 AM

Roads (small scale)
- <all other values>
- Interstate Highway
- State Route or U.S. Highway
- Arterial
- Residential
- County Highway
- Railroad Tracks
- Decatur City Limits

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

City of Decatur, IL

Home | City of Decatur, IL and County of Macon, IL | City of Decatur, IL | City of Decatur, Illinois |

DATE: 9/27/2024

MEMO: 2024-159

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, Public Works Director

SUBJECT: Resolution Accepting the Quote of Traffic Safety Warehouse for the Purchase of Traffic and Safety Barriers

ATTACHMENTS:

Description	Type
Resolution Accepting the Quote of Traffic Safety Warehouse for the Purchase of Traffic and Safety Barriers	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE QUOTE OF TRAFFIC SAFETY WAREHOUSE FOR THE PURCHASE OF TRAFFIC AND SAFETY BARRIERS

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

Section 1. That the Traffic Safety Warehouse quote received for 35 concrete traffic and safety barriers, presented herewith as Exhibit A be, and is hereby, received and placed on file.

Section 2. That the quote provided by Traffic Safety Warehouse in the amount of $33,255.00 be accepted and a purchase order awarded accordingly.

Section 3. That the Procurement Officer be and is hereby authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Traffic Safety Warehouse in the amount of $33,255.00.

PRESENTED and ADOPTED this 7th day of October 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

EXHIBIT A

TRAFFIC SAFETY WAREHOUSE®
P.O. Box 1125
Deerfield, IL 60015
Toll Free (847) 966-1018
Fax (847) 966-1018
www.trafficsafetywarehouse.com

Page	Date	Invoice No.
1	09/18/24	130383A

Bill To

Kelly Harrison
City Of Decatur
1 Gary Anderson Plaza
Decatur, IL 62523

Ship To

Rick Baker, Traffic Control Dept.
City Of Decatur
2600 N Jasper Street
P.O #
Decatur, IL 62526

Customer No.	Sales I.D.	Reference #	Media Code	Terms
6433	/MM		01/	QUOTATION, EXP 10/31/24

Ordered By	Warehouse	Phone Number	Total Wt.	Zone	# Packages	Ship Via
		PHONE: (217) 424-2763	0.0 Lbs		0	LTL

Message:

Flat bed truck shipment 3 loads -receiver must unload
Ships from IOWA -estimated lead time is 10 WEEKS
No cancellations -No refunds

Qty.	B/O	Shipped	Item #	Description	Unit Price	Disc	Extension
35	0	0	B-96	Concrete Traffic & Safety Barrier	799.0000	--	27965.00
				96"L x 24"W x 36"H, 3,150 lbs.			

MERCHANDISE QUOTATION TOTAL $ 27965.00
SHIPPING & HANDLING $ 5290.00
QUOTATION TOTAL $ 33255.00

B-96 Concrete Traffic & Safety Barrier



DATE: 9/27/2024

MEMO: 2024-159

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Tim Gleason, City Manager**
Matt Newell, Public Works Director

SUBJECT: Resolution Authorizing Street Lighting in the Wabash Crossing Neighborhood

ATTACHMENTS:

Description	Type
Resolution Authorizing Street Lighting in the Wabash Crossing Neighborhood	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING STREET LIGHTING IN THE WABASH CROSSING NEIGHBORHOOD

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

Section 1. That the Ameren Illinois quote for additional street lighting in the Wabash Crossing Neighborhood, presented herewith as Exhibit A be, and is hereby, received and placed on file.

Section 2. That the quote provided by Ameren Illinois in the amount of $44,943.10 be accepted.

Section 3. That the City Manager or designee be and is hereby authorized and directed to execute payment to Ameren Illinois in the amount of $44,943.10.

PRESENTED and ADOPTED this 7th day of October 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

EXHIBIT A

Ameren ILLINOIS

City of Decatur
1 Gary K Anderson Plz
Decatur, IL 62523

Monday, December 04, 2023

THIS IS NOT A BILL

Service Address: Various Locations
Decatur, IL 62523

Work Request Number: IA58387

Dear Customer,

Thank you for recently contacting Ameren Illinois concerning Electric facilities at the above address. This letter is to inform you of the customer billing charge that will apply for the work being requested. Below is a description of the work being performed and the customer billing charges that are applicable.

The total customer billing charge of your Residential Electric Extension project is **$44,943.10**.

You will receive a formal bill shortly along with payment instructions. The total customer billing charge must be paid prior to the start of construction. The customer billing charge quoted above is valid for 90 days from the date on this letter. After 90 Days the customer billing charge will need to be recalculated if you would like to proceed with your project.

Any modifications in the scope of your project would require a redesign and could affect the customer billing charge.

If you have any questions or concerns about the project, please contact me at the phone number listed below or via e-mail at CBall2@ameren.com.

Thank you for your business. We look forward to serving you again in the future.

Sincerely,

Chrissy Ball
Ameren Illinois
(217) 358-2760


E Grand Ave
E Grand Ave
E Grand Ave
E Grand Ave
E Grand Ave
E Grand Ave
E Leafland Ave
E Leafland Ave
E Leafland Ave
E Condit St
E Condit St
E Condit St
E Condit St
E Condit St
E Condit St
N Morgan St
N Morgan St
N Clinton St
N Clinton St
N Warren St
N Martin Luther King Jr Dr
N Martin Luther King Jr Dr
N Morgan St
N Clinton St
E Marietta St
E Marietta St
E Marietta St
E Marietta St
Existing Light Poles
Proposed Light Poles
Esri Community Maps Contributors, City of Decatur, IL, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTech

DATE: 9/27/2024

MEMO: 2024-161

TO: **Mayor Julie Moore Wolfe and City Council**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director
Byron Bowman, Municipal Services Manager

SUBJECT: Resolution Accepting the Bid Price from Homer Tree Care for Tree Removal in Various Locations.

SUMMARY RECOMMENDATION:

It is proposed that the City Council authorize the following resolutions for the 2024 annual tree removal contract:

1. City Council authorize the execution of a purchase order between the City and Homer Tree Care Inc., for their low bid price of $11,500.00 for Area 1 tree removal.

2. City Council authorize the execution of a purchase order between the City and JT's Tree Service for their low bid price of $5,934.21 for Area 2 tree removal.

3. City Council authorize the execution of a purchase order between the City and HD Trees, LLC for their low bid prices of $17,300.00 for Area 3 and $5,900.00 for Area 4 tree removal.

BACKGROUND:

The trees being removed are dead, dying or hazardous trees. See the attached map and tree lists for details. The tree removal contract is generally broken up into areas of the City to allow for better bidding. This year's contract was divided into 4 areas.

Bids were sent out by the Purchasing Department on September 26, 2024. Four bids were received for each of 4 areas. Bids were received from JT's Tree Service, HD Trees, LLC, Homer Tree Care, Inc., and Oak Bros Tree Care & Removal, LLC.

- Homer Tree Care Inc., was awarded the bid for Area 1 - 6 trees to be removed.
- JT's Tree Service was awarded the bid for Area 2 - 2 trees to be removed.
- HD Trees, LLC was awarded the bids for Areas 3 and 4 - 10 trees to be removed.

The project will remove 18 trees which are too large or difficult for City crews to effectively remove.

The total project cost is $40,634.21.

Minority Goals:
None of the contractors are subcontracting the work. It is their intention to meet the 18% minority hour goals for the project.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None foreseen

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Matt Newell, Public Works Director, Byron Bowman, Municipal Services Manager. Matt will be present at the Council meeting.

BUDGET/TIME IMPLICATIONS: This project is an annual expense in the Land and Building Management operating budget.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid Price from Homer Tree Care for Tree Removal Various Locations	Resolution Letter
Tree Removal Areas	Exhibit

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID PRICE FROM HOMER TREE CARE FOR TREE REMOVAL IN VARIOUS LOCATIONS

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

Section 1. That the tabulation of bids received for Tree Removal in Various Locations presented herewith as Exhibit A and made part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid price provided by Homer Tree Care, in the amount of $11,500.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Homer Tree Care for their bid price of $11,500.00.

PRESENTED and ADOPTED this 7th day of October 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

PURCHASING & INTERNAL SERVICES MEMORANDUM

TO: Rick Baker, Municipal Services Operations Supervisor

FROM: Heather Maxey, Buyer

DATE: September 27, 2024

SUBJECT: PUR2024-11 Tree Removal-Various Locations

The above bid is ready for evaluation. Attached are copies of the tab sheet and Bid(s) for recommendation.

As soon as possible, please evaluate the enclosed information and return this cover sheet, signed on the proper line, with your recommendation for award.

Award must be made to the lowest and best responsive and responsible bidder meeting specifications. If the lowest bid is unacceptable, indicate where the lowest bid does not meet specifications and why the particular specification is important to you. PLEASE BE SPECIFIC.

DEPARTMENTS RECOMMENDATION: Use this space to state your recommendation and why. Return to Purchasing Division as soon as possible. USE BACK IF NECESSARY.

I Recommend Homer Tree Care be awarded the Contract for Area 1, JT's Tree + Crane LLC be awarded the Contract for Area 2, and HD Tree Care be awarded the Contract for Areas 3 + 4 as each are the low Bidders for said Areas.

EXHIBIT A

Signed: RA BL

Project Name: PUR2024-11 Tree Removal - Various Locations **Bid Date: September 26, 2024** **Time: 10:00 a.m.**				**JT's Tree & Crane LLC** Altamont, IL		**HD Trees, LLC** Dawson, IL		**Homer Tree Care, Inc.** Lockport, IL		**Oak Bros Tree Care & Removal LLC** Bloomington, IL	
	Description	**QTY.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
	Area 1 (Trees 1-6)	1	ea	$12,282.22	$12,282.22	$15,300.00	$15,300.00	$11,500.00	$11,500.00	$16,600.00	$16,600.00
	Area 2 (Trees 7-8)	1	ea	$5,934.21	$5,934.21	$6,800.00	$6,800.00	$9,500.00	$9,500.00	$7,700.00	$7,700.00
	Area 3 (Trees 9-15)	1	ea	$18,147.01	$18,147.01	$17,300.00	$17,300.00	$19,000.00	$19,000.00	$23,800.00	$23,800.00
	Area 4 (Trees 16-18)	1	ea	$6,624.32	$6,624.32	$5,900.00	$5,900.00	$9,500.00	$9,500.00	$7,100.00	$7,100.00
TOTAL					$42,987.76		$45,300.00		$49,500.00		$55,200.00

No bid: Romer Brothers
MC Tree, LLC

TREE REMOVAL SPECIFICATIONS
AREAS 1 THROUGH 4

This contract will cover tree removal for the attached locations. All tree removals must be completed by end of business on **December 6, 2024**. Trees are to be removed to no higher than a 12" stump. All trees are marked with an orange dot.

All trees are located on various City boulevards throughout the City of Decatur. A list of locations and trees is shown in the Bidder's Proposal. City representatives will be available to meet with bidders to view trees. Please call Rick Baker or Dan Benscoter 875-4820, Monday - Friday, 7:00 a.m. – 3:30 p.m. to set up an appointment.

The debris from tree removal is to be disposed of off-site at the cost of the contractor. All local, state, and federal rules, laws, and regulations concerning landscape debris disposal shall be adhered to by the vendor. In other words, all material from this project must be disposed of in a legal and proper manner or in a licensed landscape waste facility. The City further requires proof that the successful vendor has complied with the disposal requirements prior to the City paying the contract price. The successful vendor must disclose to the City in writing what exactly was done with the wood debris from the tree removals. The City of Decatur will not be held accountable or liable for any violations of State, local or federal laws or guidelines.

The contractor, prior to the execution of the contract, shall file with the City of Decatur copies of completed certificates of insurance. See attached insurance requirements.

The low bidder must provide the City with certificates of insurance within five (5) days of the bidding. Failure to provide the certificate will cause the low bidder to lose his or her right to the contract and the contract will be awarded to the next acceptable low bidder who can provide said certificate within five (5) days of notification.

Employees of the contractor must be covered by Workers Compensation Insurance. The contractor will hold the City harmless from all damages in any way arising out of the performance of the tree removal specified herein. The contractor shall be liable for the repair of any property damaged in the removal process.

The successful bidder shall be responsible for any ancillary costs incurred during the removal of said tree(s) including but not limited to animal or insect removal, wire drops such as electricity, telephone or cable, and any hidden problems such as a tree cavity containing concrete or fence wire or steel within the tree.

City of Decatur Forestry Foreman Dan Benscoter (217) 855-1799 will be the contact person once removals begin.

The vendor will be responsible for all traffic control. If a road is to be closed, vendors will be responsible for the road closure and for calling the City Engineering Department at (217) 424-2747 at least 24 hours in advance. Road closures must meet MUTCD standards.

The City of Decatur reserves the right to award items on an individual basis which is in the best interests regarding price and availability.

FALL 2024 CONRACT TREE REMOVAL
(18 TREES)

ALL TREES MARKED WITH ORANGE DOT

1. 465 S. MCCLELLAN	24" HARD MAPLE
2. 1626 W MAIN	30" ASH
3. 285 S. AUSTIN (ON MACON)	30" SILVER MAPLE
4. 723 W. MAIN	30" SILVER MAPLE
5. 465 W MACON	30" HACKBERRY
6. 321 W. WILLIAM	34" HACKBERRY
7. 227 N. WITT	39" SILVER MAPLE
8. 3422 E. LEAFDALE	47" OAK
9. 1733 N. WARREN	36" SILVER MAPLE
10. 1090 W MCKINLEY	67" COTTONWOOD
11. 1029 N. MONROE (ON ELM)	30" HEDGE (VACANT LOT)
12. 1029 N MONROE (ON ELM)	24" ELM (VACANT LOT)
13. 1614 N EDWARD	34" ELM
14. 1805 N. UNION (ON SAWYER)	32" ASH
15. 1205 N. WILDER (ON LEAFLAND)	40" SILVER MAPLE
16. 465 SHADOW LANE	33" SILVER MAPLE
17. 473 SHADOW LANE	31" SILVER MAPLE
18. 66 ORIOLE DR.	32" ELM

TREE REMOVAL AREA 1

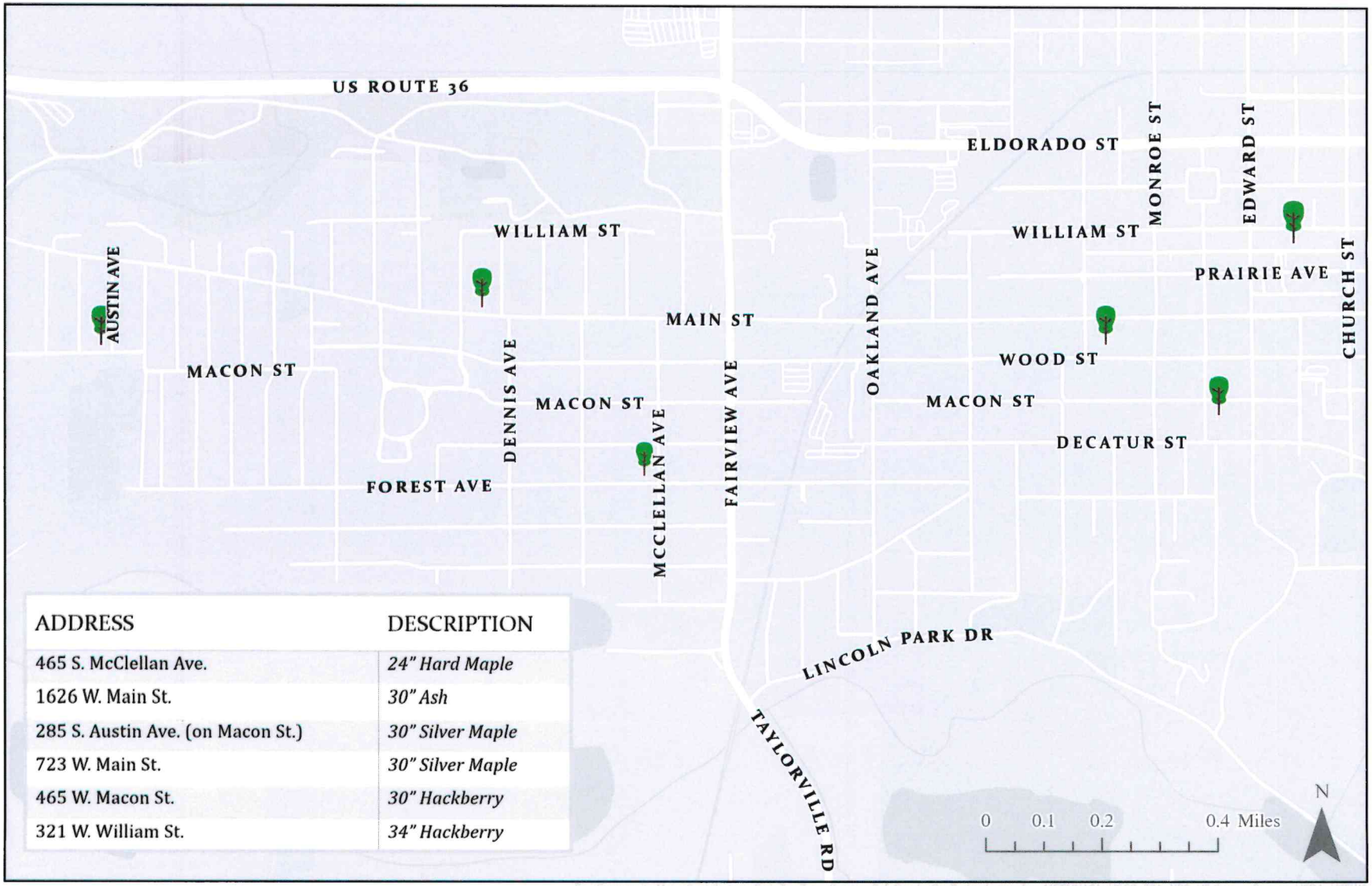
6 TREES TO BE REMOVED

AREA BOUNDED BY WILLIAM ST. TO THE NORTH, FOREST AVE. TO THE SOUTH, STEVENS AVE. TO THE WEST AND CHURCH ST. TO THE EAST.

1. 465 S. MCCLELLAN	24" HARD MAPLE
2. 1626 W. MAIN	30" ASH
3. 285 S. AUSTIN (ON MACON)	30" SILVER MAPLE
4. 723 W MAIN	30" SILVER MAPLE
5. 465 W MACON	30" HACKBERRY
6. 321 W WILLIAM	34" HACKBERRY

Tree Removal Area 1

City of Decatur, Illinois 2024



ADDRESS	DESCRIPTION
465 S. McClellan Ave.	*24" Hard Maple*
1626 W. Main St.	*30" Ash*
285 S. Austin Ave. (on Macon St.)	*30" Silver Maple*
723 W. Main St.	*30" Silver Maple*
465 W. Macon St.	*30" Hackberry*
321 W. William St.	*34" Hackberry*

TREE REMOVAL AREA 2

2 TREES TO BE REMOVED

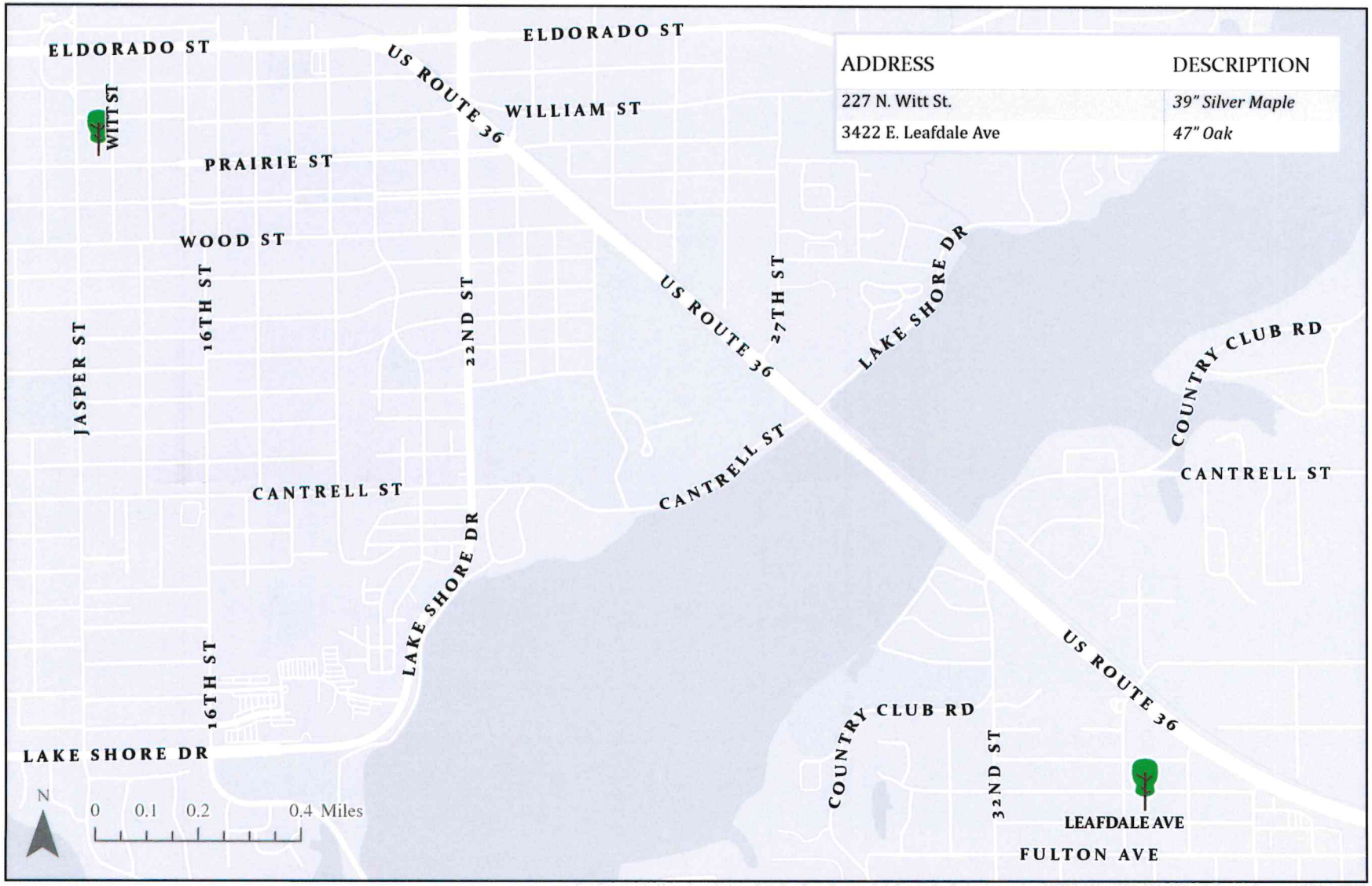
AREA BOUNDED BY ELDORADO ST / RT. 36 TO THE NORTH, FULTON AVE. TO THE SOUTH, JASPER ST. TO THE WEST AND 35TH ST. TO THE EAST.

7. 227 N. WITT — 39" SILVER MAPLE
8. 3422 E. LEAFDALE — 47" OAK

Tree Removal Area 2

City of Decatur, Illinois 2024

ADDRESS	DESCRIPTION
227 N. Witt St.	*39" Silver Maple*
3422 E. Leafdale Ave	*47" Oak*



TREE REMOVAL AREA 3

7 TREES TO BE REMOVED

AREA BOUNDED BY PERSHING RD. TO THE NORTH, MARIETTA ST. TO THE SOUTH, FAIRVIEW AVE. TO THE WEST AND MARTIN LUTHER KING JR. DR. TO THE EAST

9. 1733 N. WARREN	36" SILVER MAPLE
10. 1090 W. MCKINLEY	67" COTTONWOOD
11. 1029 N. MONROE (ON ELM)	30" HEDGE
12. 1029 N. MONROE (ON ELM)	24" ELM
13. 1614 N. EDWARD	34" ELM
14. 1805 N. UNION (ON SAWYER)	32" ASH
15. 1205 N. WILDER (ON LEAFLAND)	40" SILVER MAPLE

Tree Removal Area 3

City of Decatur, Illinois 2024

ADDRESS	DESCRIPTION
1733 N. Warren St.	*36" Silver Maple*
1090 W. McKinley Ave.	*67" Cottonwood*
1029 N. Monroe St. (on W. Elm St.)	*30" Hedge*
1029 N. Monroe St. (on W. Elm St.)	*24" Elm*
1614 N. Edward St.	*34" Elm*
1805 N. Union St.	*32" Ash*
1205 N. Wilder Ave. (on W. Leafland Ave.)	*40" Silver Maple*



TREE REMOVAL AREA 4

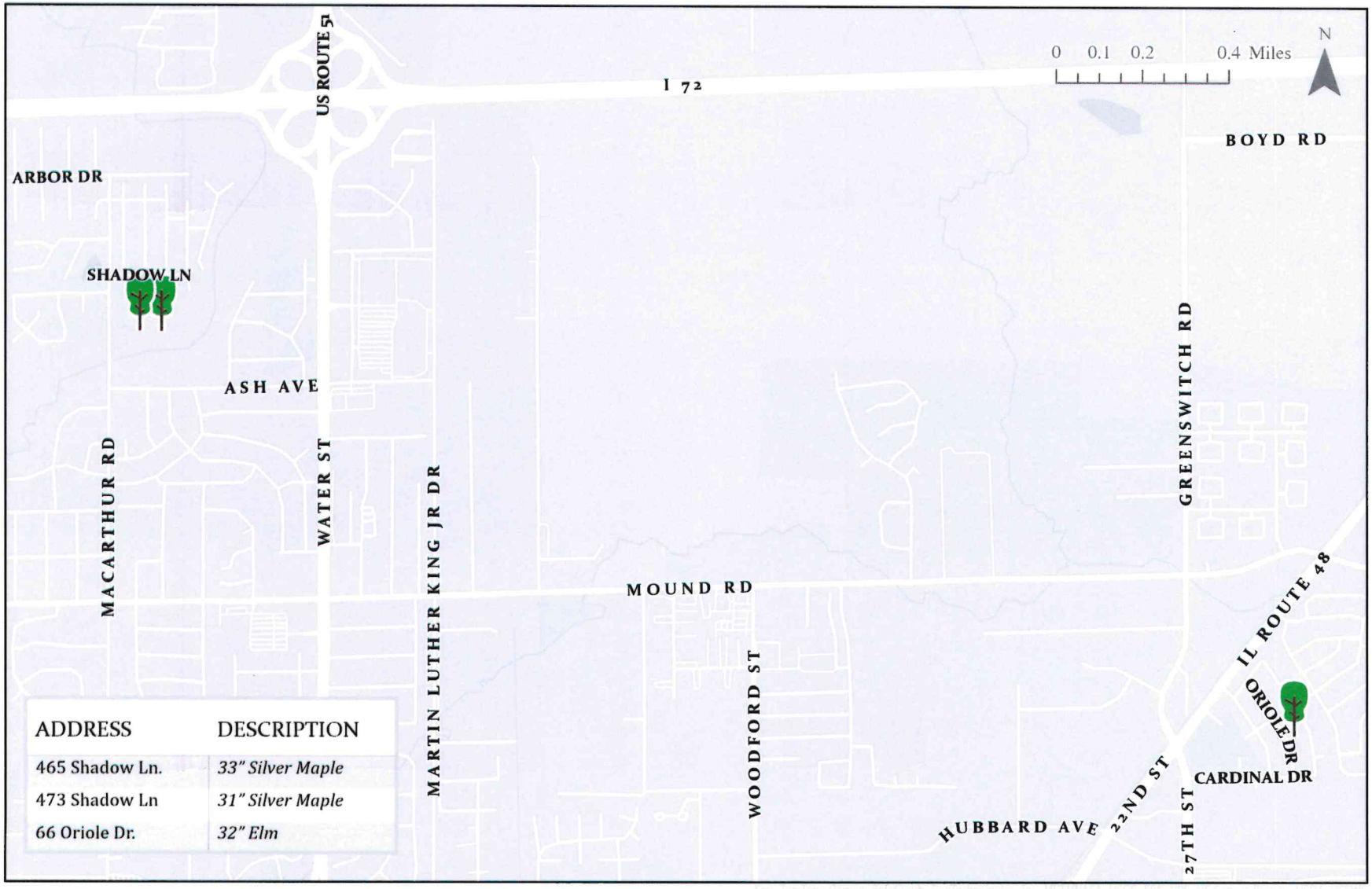
3 TREES TO BE REMOVED

AREA BOUNDED BY ARBOR DR. TO THE NORTH, HUBBARD AVE. TO THE SOUTH, MACARTHUR RD. TO THE WEST AND WHIPPOORWILL DR. TO THE EAST.

16. 465 SHADOW LANE	33" SILVER MAPLE
17. 473 SHADOW LANE	31" SILVER MAPLE
18. 66 ORIOLE DR.	32" ELM

Tree Removal Area 4

City of Decatur, Illinois 2024



ADDRESS	DESCRIPTION
465 Shadow Ln.	*33" Silver Maple*
473 Shadow Ln	*31" Silver Maple*
66 Oriole Dr.	*32" Elm*

DATE: 9/27/2024

MEMO: 2024-161

TO: **Mayor Julie Moore Wolfe and City Council**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director
Byron Bowman, Municipal Services Manager

SUBJECT: Resolution Accepting the Bid Price from JT's Tree Service for Tree Removal in Various Locations.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid Price from JT's Tree Service for Tree Removal Various Locations	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID PRICE FROM JT'S TREE SERVICE FOR TREE REMOVAL IN VARIOUS LOCATIONS

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

Section 1. That the tabulation of bids received for Tree Removal in Various Locations presented herewith as Exhibit A and made part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid price provided by JT's Tree Service in the amount of $5,934.21, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and JT's Tree Service for their bid price of $5,934.21.

PRESENTED and ADOPTED this 7th day of October 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

PURCHASING & INTERNAL SERVICES MEMORANDUM

TO: Rick Baker, Municipal Services Operations Supervisor

FROM: Heather Maxey, Buyer

DATE: September 27, 2024

SUBJECT: PUR2024-11 Tree Removal-Various Locations

The above bid is ready for evaluation. Attached are copies of the tab sheet and Bid(s) for recommendation.

As soon as possible, please evaluate the enclosed information and return this cover sheet, signed on the proper line, with your recommendation for award.

Award must be made to the lowest and best responsive and responsible bidder meeting specifications. If the lowest bid is unacceptable, indicate where the lowest bid does not meet specifications and why the particular specification is important to you. PLEASE BE SPECIFIC.

DEPARTMENTS RECOMMENDATION: Use this space to state your recommendation and why. Return to Purchasing Division as soon as possible. USE BACK IF NECESSARY.

I Recommend Homer Tree Care be awarded the Contract for Area 1, JT's Tree & Crane LLC be awarded the Contract for Area 2, and HD Tree Care be awarded the Contract for Areas 3 & 4 as each are the low Bidders for said Areas.

EXHIBIT A

Signed: RA BL

Project Name: **PUR2024-11**
Tree Removal - Various Locations

Bid Date: September 26, 2024

Time: 10:00 a.m.

	Description	QTY.	Unit	JT's Tree & Crane LLC, Altamont, IL		HD Trees, LLC, Dawson, IL		Homer Tree Care, Inc., Lockport, IL		Oak Bros Tree Care & Removal LLC, Bloomington, IL	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Area 1 (Trees 1-6)	1	ea	$12,282.22	$12,282.22	$15,300.00	$15,300.00	$11,500.00	$11,500.00	$16,600.00	$16,600.00
	Area 2 (Trees 7-8)	1	ea	$5,934.21	$5,934.21	$6,800.00	$6,800.00	$9,500.00	$9,500.00	$7,700.00	$7,700.00
	Area 3 (Trees 9-15)	1	ea	$18,147.01	$18,147.01	$17,300.00	$17,300.00	$19,000.00	$19,000.00	$23,800.00	$23,800.00
	Area 4 (Trees 16-18)	1	ea	$6,624.32	$6,624.32	$5,900.00	$5,900.00	$9,500.00	$9,500.00	$7,100.00	$7,100.00
	TOTAL				$42,987.76		$45,300.00		$49,500.00		$55,200.00

No bid: Romer Brothers
MC Tree, LLC

DATE: 9/27/2024

MEMO: 2024-161

TO: **Mayor Julie Moore Wolfe and City Council**

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director
Byron Bowman, Municipal Services Manager

SUBJECT: Resolution Accepting the Bid Price from HD Trees, LLC for Tree Removal in Various Locations.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid Price from HD Trees, LLC for Tree Removal Various Locations	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID PRICE FROM HD TREES, LLC. FOR TREE REMOVAL IN VARIOUS LOCATIONS

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

Section 1. That the tabulation of bids received for Tree Removal in Various Locations presented herewith as Exhibit A and made part hereof be, and it is hereby, received, and placed on file.

Section 2. That the bid price provided by HD Trees LLC., in the amount of $23,200.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and HD Trees LLC., for their bid price of $23,200.00.

PRESENTED and ADOPTED this 7th day of October 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

PURCHASING & INTERNAL SERVICES MEMORANDUM

TO: Rick Baker, Municipal Services Operations Supervisor

FROM: Heather Maxey, Buyer

DATE: September 27, 2024

SUBJECT: PUR2024-11 Tree Removal-Various Locations

The above bid is ready for evaluation. Attached are copies of the tab sheet and Bid(s) for recommendation.

As soon as possible, please evaluate the enclosed information and return this cover sheet, signed on the proper line, with your recommendation for award.

Award must be made to the lowest and best responsive and responsible bidder meeting specifications. If the lowest bid is unacceptable, indicate where the lowest bid does not meet specifications and why the particular specification is important to you. PLEASE BE SPECIFIC.

DEPARTMENTS RECOMMENDATION: Use this space to state your recommendation and why. Return to Purchasing Division as soon as possible. USE BACK IF NECESSARY.

I Recommend Homer Tree Care be awarded the Contract for Area 1, JT's Tree & Crane LLC be awarded the Contract for Area 2, and HD Tree Care be awarded the Contract for Areas 3 & 4 as each are the low bidders for said areas.

EXHIBIT A

Signed: RDA RL

Project Name: PUR2024-11 **Tree Removal - Various Locations** **Bid Date: September 26, 2024** **Time: 10:00 a.m.**				**JT's Tree & Crane LLC** Altamont, IL		**HD Trees, LLC** Dawson, IL		**Homer Tree Care, Inc.** Lockport, IL		**Oak Bros Tree Care & Removal LLC** Bloomington, IL	
	Description	**QTY.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
	Area 1 (Trees 1-6)	1	ea	$12,282.22	$12,282.22	$15,300.00	$15,300.00	$11,500.00	$11,500.00	$16,600.00	$16,600.00
	Area 2 (Trees 7-8)	1	ea	$5,934.21	$5,934.21	$6,800.00	$6,800.00	$9,500.00	$9,500.00	$7,700.00	$7,700.00
	Area 3 (Trees 9-15)	1	ea	$18,147.01	$18,147.01	$17,300.00	$17,300.00	$19,000.00	$19,000.00	$23,800.00	$23,800.00
	Area 4 (Trees 16-18)	1	ea	$6,624.32	$6,624.32	$5,900.00	$5,900.00	$9,500.00	$9,500.00	$7,100.00	$7,100.00
TOTAL					$42,987.76		$45,300.00		$49,500.00		$55,200.00

No bid: Romer Brothers
MC Tree, LLC

SUBJECT: Ordinance Adding Territory to Enterprise Zone and Approving the Amendment of the Enacting Ordinance and Intergovernmental Agreement Industrial Corridor Additions

ATTACHMENTS:

Description	Type
Ordinance Adding Territory to Enterprise Zone and Approving the Amendment of the Enacting Ordinance and Intergovernmental Agreement Industrial Corridor Additions	Ordinance

ORDINANCE NO. _____

ORDINANCE ADDING TERRITORY TO ENTERPRISE ZONE AND APPROVING THE AMENDMENT OF THE ENACTING ORDINANCE AND INTERGOVERNMENAL AGREEMENT
INDUSTRIAL CORRIDOR ADDITIONS

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

Section 1: That Resolution 2014-139 and the Decatur Macon County Enterprise Zone Intergovernmental Agreement, passed on the 1st day of December, 2014 be, and the same is hereby amended at Exhibit A and Exhibit B attached hereto and marked Exhibit A and B:

Amendment 8

Addendum A

09-13-27-427-006 | 2440 S Long Creek Rd, Decatur, IL 62521
Lot One (1) of the Greenfield Addition as per plat recorded in Book 5000 on Page 419 of the records in the recorder's office of Macon County, Illinois, and all that part of the Northeast of the Southeast ¼ of Section 27, Township 16 North, Range 3 East of the 3rd P.M., situated in Long Creek Township, Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

EXHIBIT A

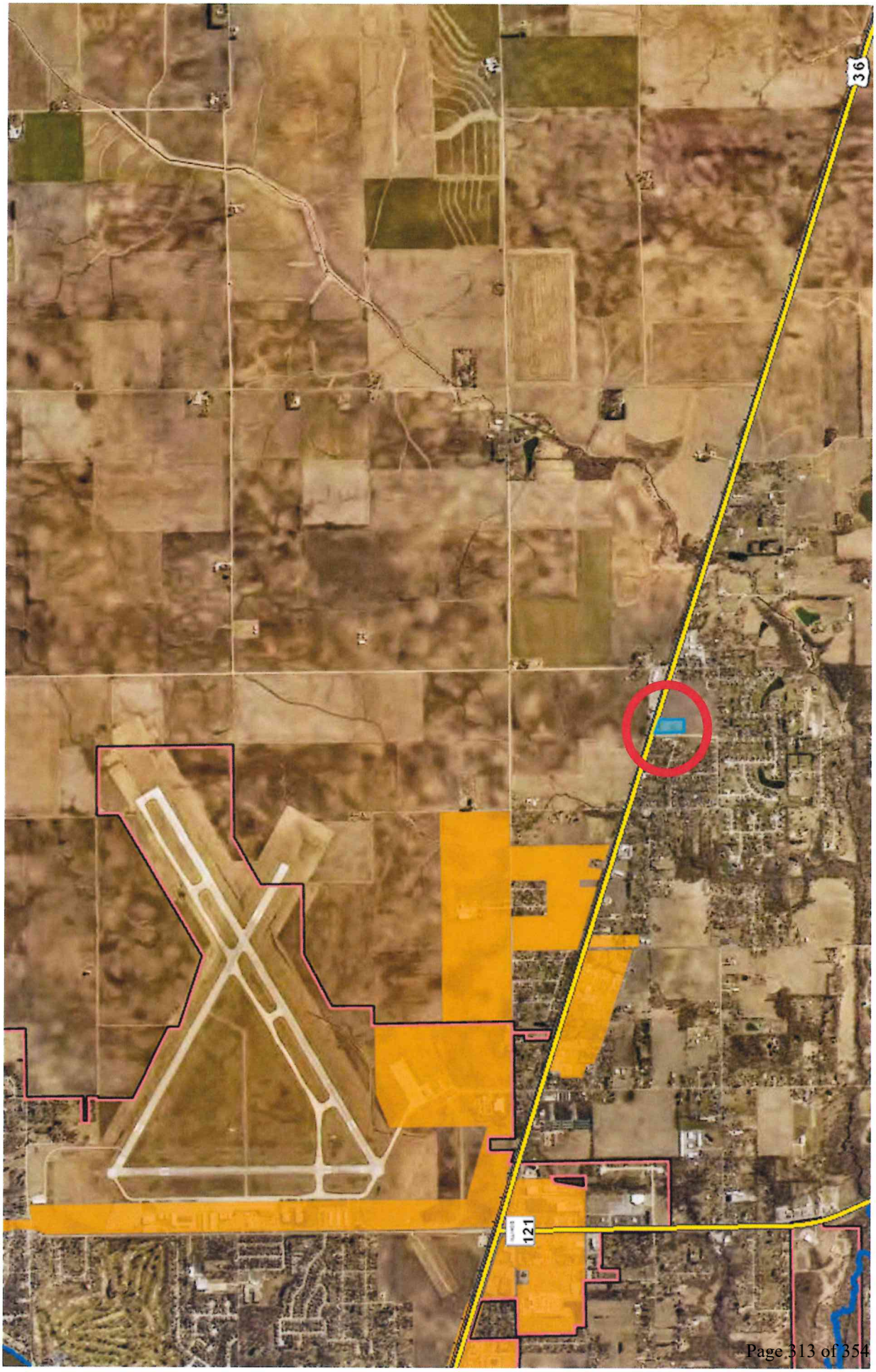
ADDENDUM A
Long Creek Leasing LLC

09-13-27-427-006 | 2440 S Long Creek Rd, Decatur, IL 62521
Lot One (1) of the Greenfield Addition as per plat recorded in Book 5000 on Page 419 of the records in the recorder's office of Macon County, Illinois, and all that part of the Northeast of the Southeast ¼ of Section 27, Township 16 North, Range 3 East of the 3rd P.M., situated in Long Creek Township, Macon County, Illinois.

ADDENDUM B
Long Creek Leasing LLC

EXHIBIT B




36
121

DATE: 9/26/2024

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Appointment - Firemen's Pension Fund Board of Trustees

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Tim Gleason to the Firemen's Pension Fund Board of Trustees.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Tim Gleason Firemen's Pension Fund Board of Trustees 4/17/2027

DATED this 7th day of October 2024.

_____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2024-_____
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 7th day of October 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 7th day of October 2024.

_____
Julie Moore Wolfe, Mayor

DATE: 9/26/2024

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Appointments - Library Board of Trustees

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointments of Paula Cross and Ashley Petty to the Library Board of Trustees.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointments by the Mayor of the following named as members of the board or commission set opposite their respective names, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Ashley Petty	Library Board of Trustees	7/1/2025
Paula Cross	Library Board of Trustees	7/1/2026

DATED this 7th day of October 2024.

_____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2024-_____
RESOLUTION APPROVING APPOINTMENTS

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

Section 1. That consent of the Council be, and it is hereby, given to the appointments by the Mayor of the persons aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 7th day of October

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 7th day of October 2024.

_____
Julie Moore Wolfe, Mayor

SUBJECT: Resolution Regarding Halloween Trick or Treat Hours

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO. R2024-_____

RESOLUTION REGARDING HALLOWEEN
TRICK OR TREAT HOURS

WHEREAS, the Council recognizes that the Halloween activity commonly known as trick or treat is one of long standing tradition in the community; and,

WHEREAS, the Council also recognizes that past experience has shown that there can be risks attendant thereon particularly to children; and,

WHEREAS, the Council has been made aware of many organized activities and events being made available in the community as substitutes to be engaged in on Halloween in lieu of trick or treat; and,

WHEREAS, the Council is reluctant to address such risks by totally prohibiting trick or treat, believing instead that if proper care, caution and supervision are exercised said risks can be greatly reduced and curtailed.

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

Section 1. That the Council does hereby urge those children and those responsible for them and their safety who choose to engage in the trick or treat activity that said activity be confined to the evening of Thursday, October 31st between the hours of 5:00 p.m. and 8:00 p.m., and that such be done so as to accord with the suggestions and practices set out on the list thereof attached hereto.

PRESENTED AND ADOPTED this 7th day of October, 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

HALLOWEEN

TRICK OR TREAT

1) The activity is to be confined to one evening only, Thursday, October 31, 2024, between the hours of 5:00 p.m. and 8:00 p.m.

2) Children should be accompanied by responsible adults.

3) Only wrapped and sealed treats should be given or accepted.

4) Children are asked not to consume treats during the trick or treat period and that all treats be inspected by a responsible adult prior to consumption.

5) Calls should be made only at residences where porch or other exterior lights have been turned on as a sign of hospitality.

6) Costumes when worn should be highly visible, of nonflammable material so constructed as not to interfere with the vision or mobility of the wearer.

7) Basic pedestrian safety rules should be obeyed.

DATE: 9/26/2024

MEMO: 24-43

TO: Mayor Julie Moore-Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Shane Brandel, Chief of Police

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

SUMMARY RECOMMENDATION:
It would be the recommendation of staff that the Central Square invoice for software maintenance fees, at a total cost of $64,478.19, be paid. The agreement would be paid out according to the Intergovernmental Agreement currently in place, as follows: $62,518.05 from Decatur Police Department line item and $1,960.14 from Decatur Fire Department line item. The Decatur Police Department will receive contractual reimbursement from Macon County in the amount of $10,084.39 and from the Village of Mt. Zion in the amount of $1,437.86, for their respective contractual percentage shares. Total reimbursement to the Decatur Police Department will be $11,522.25.

BACKGROUND:
The City of Decatur signed an annual maintenance agreement with SunGard Public Sector Inc. in October 2011. SunGard Public Sector Inc. was acquired by, and is currently operated by, Central Square Technologies. The last renewal period was approved on March 18, 2024, for the commencement date of June 1, 2024, and expiring on December 31, 2024.

The contract now needs to be renewed for the period of January 1, 2025, through June 30, 2025, which is the minimum length (six months) that Central Square will allow for maintenance agreements. With the future implementation of the new Tyler Technologies CAD/RMS system, this should be the final renewal with Central Square. Tyler Technologies has an anticipated "go live" date set for March of 2025.

PRIOR COUNCIL ACTION:
Prior Council action has approved similar requests for prior years. Renewal in 2024 was approved under Council Resolution R2024-79.

POTENTIAL OBJECTIONS: No objections are anticipated.

INPUT FROM OTHER SOURCES: n/a

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

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

COPY: n/a

ATTACHMENTS:

Description	Type
Memorandum	Cover Memo
Resolution	Resolution Letter
User Fees	Backup Material
Intergovernmental Agreement	Backup Material

DATE: 09/26/2024

MEMO: 24-43

TO: Mayor Julie Moore-Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Shane Brandel, Chief of Police

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

SUMMARY RECOMMENDATION: It would be the recommendation of staff that the Central Square invoice for software maintenance fees, at a total cost of $64,478.19, be paid. The agreement would be paid out according to the Intergovernmental Agreement currently in place, as follows: $62,518.05 from Decatur Police Department line item and $1,960.14 from Decatur Fire Department line item. The Decatur Police Department will receive contractual reimbursement from Macon County in the amount of $10,084.39 and from the Village of Mt. Zion in the amount of $1,437.86, for their respective contractual percentage shares. Total reimbursement to the Decatur Police Department will be $11,522.25.

BACKGROUND: The City of Decatur signed an annual maintenance agreement with SunGard Public Sector Inc. in October 2011. SunGard Public Sector Inc. was acquired by, and is currently operated by, Central Square Technologies. The last renewal period was approved on March 18, 2024, for the commencement date of June 1, 2024, and expiring on December 31, 2024.

The contract now needs to be renewed for the period of January 1, 2025, through June 30, 2025, which is the minimum length (six months) that Central Square will allow for maintenance agreements. With the future implementation of the new Tyler Technologies CAD/RMS system, this should be the final renewal with Central Square. Tyler Technologies has an anticipated "go live" date set for March of 2025.

PRIOR COUNCIL ACTION: Prior Council action has approved similar requests for prior years. Renewal in 2024 was approved under Council Resolution R2024-79.

POTENTIAL OBJECTIONS: No objections are anticipated.

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

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

ATTACHMENTS: 2025 Central Square 6-month quote
2025 Agency Fees Breakdown
Intergovernmental Agreement

RESOLUTION NO. R2024-_____

RESOLUTION AUTHORIZING PAYMENT TO CENTRAL SQUARE FOR SOFTWARE MAINTENANCE FEES

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

Section 1. That the invoice presented to the City Council herewith with Central Square Technologies for software maintenance fees be, and the same is hereby received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Purchase Order on behalf of the City of Decatur to Central Square Technologies, in an amount not to exceed $64,478.19 for the period of January 1, 2025, and expiring June 30, 2025.

PRESENTED, PASSED, APPROVED, AND RECORDED this 7th day of October 2024.

_____
JULIE MOORE-WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

CENTRAL SQUARE MAINTENANCE AGREEMENT FEES – 2025

The total invoice for 2025 is $64,478.19

INVOICE LIABILITIES

Decatur Police pays 79.09% which is $50,995.80

Decatur Fire pays 3.04% which is $1,960.14

Mt. Zion PD pays 2.23% which is $1,437.86

MSO pays 15.64% which is $10,084.39

AGREEMENT

This Agreement is made between the City of Decatur, Illinois ("City"), a municipal corporation, Macon County, Illinois, ("County"), and the Village of Mt. Zion, Illinois, ("Village"), a municipal corporation, body politics and units of local government.

WHEREAS, the City, County and the Village are units of local government, as defined by Article VII, Section 1 of the Constitution of the State of Illinois ("Constitution"); and,

WHEREAS, the City, the County and the Village are authorized and empowered by Article VII, Section 10 of the Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., to enter into intergovernmental agreements; and,

WHEREAS, the City, the County and the Village utilize a common Communication Dispatch Center ("Center") which is the emergency dispatch center for the emergency services of the parties; and,

WHEREAS, the City, the County and the Village are parties to an Agreement previously entered into in which the City is responsible for the operation of the Center, owns the equipment used in the operation of the Center and employs the employees of the Center; and,

WHEREAS, the County is responsible under an Agreement with the City for the preservation and retention of police records and reports; and,

WHEREAS, the City, the County and the Village recognize and agree that the software currently utilitzed by the Center requires updating and replacing in order to provide an efficent and reliable system for dispatching emergency services and report writing; and,

WHEREAS, the City, the County and the Village agree that they will each benefit by a software upgrade to the dispatch and report writing system currently utilized.

NOW THEREFORE, for and in consideration of the promises and covenants made herein and for their mutual benefit and the benefit of the public, industry and business, the City, the County and the Village agree as follows:

SECTION 1: EQUIPMENT

A. The City shall purchase from SunGuard Public Sector the OneSolution ("OSSI") software system to be used for dispatch and report writing by the parties subject to Section 2 of this Agreement.

B. The City shall own all equipment utilized in the Center including, but not limited to the software OSSI.

C. The City shall be responsible, subject to the provisions set forth in Section 2, for the maintenance of said equipment and software.

D. The City is authorized by the parties to make adjustments and any modifications to the equipment and/or software it deems necessary and required.

SECTION 2: PURCHASE

A. The City shall purchase the OSSI on or about November 2011 for an amount not to exceed One Hundred Fifteen Thousand Two Hundred Fifty-Eight Dollars and Two Cents ($115, 258.02).

B. The County shall reimburse the City for their pro rata share of the cost of OSSI in the amount of Sixteen Thousand Six Hundred Seventeen Dollars and Thirty-Three Cents ($16,617.33).

C. The Village shall reimburse the City for their pro rata share of the cost of OSSI in the amount of Two Thousand Three Hundred Seventy-Three Dollars and Ninety Cents ($2,373.90).

D. The County and Village agree to reimburse the City the above amounts within thirty (30) days of demand by the City.

SECTION 3: MAINTENANCE

A. The City shall be responsible for the annual payment of the maintenance agreement costs of OSSI when due.

B. The County shall reimburse the City annually for their pro rata share of the maintenance agreement costs of OSSI in the amount of 15.64% of the total annual maintenance costs.

C. The Village shall reimburse the City annually for their pro rata share of the maintenance agreement costs of OSSI in the amount of 2.23% of at the total annual maintenance costs.

D. The County and the Village shall reimburse the maintenance costs to the City on or before April 15, 2012 and a like amount on April 15 of each year thereafter and without further notice or request for said reimbursement from the City.

SECTION 4: TERM OF AGREEMENT

A. This Agreement shall be effective as of the date the parties sign and execute it.

B. This Agreement shall be in effect for the time period that OSSI is utilized by the City in the Center.

C. Notwithstanding anything to the contrary, this Agreement may be terminated by any party upon giving the other parties ninety (90) days written notice of its intention and desire to terminate the same.

SECTION 5: ASSIGNMENT

The parties agree that they may not and will not assign their interests or responsibilities under this Agreement without the express written consent of the other parties.

SECTION 6: MISCELLANEOUS PROVISIONS

A. Modifications to this Agreement shall be made in writing upon agreement of the parties.

B. If any provision of this Agreement is found to be void or unenforceable for any reason by any court or other body of competent jurisdiction, the remaining provisions hereof shall be unaffected by such decision or decisions and shall remain in full force and effect.

C. All previous Intergovernmental Agreements heretofore entered into by the City and/or the County and/or the Village and not in conflict with this instant Agreement are not, by this Agreement, hereby impaired or limited in any manner, and said previous Intergovernmental Agreements or amendments to such Agreements remain in full force and effect.

D. The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents.

SECTION 7: NOTICES

For purposes of this Agreement, any notices required to be sent shall be sent to the following:

City of Decatur
Chief of Police
333 South Franklin Street
Decatur, IL 62523

County of Macon
Sheriff
333 South Franklin Street
Decatur, IL 62523

Village of Mt. Zion
Chief of ~~Chief~~ POLICE
Mt. Zion, IL 62549

CITY OF DECATUR, ILLINOIS, a municipal corporation,

By _____
Mayor

ATTEST:

_____
CITY CLERK

Dated: Oct. 4, 2011

MACON COUNTY, ILLINOIS,

By Jay A. Dunn
Its

ATTEST:

Its Macon Co Clerk

Dated: 10-13-11

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

By Dale Coyle
Its Mayor

ATTEST:

Pamela Reese
Its Village Clerk

Dated: 10/18/11

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
List of properties to be demolished	Exhibit

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 24-18

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Cordaryl "Pat" Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: October 7, 2024

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

SUMMARY RECOMMENDATION: This is the second step, after the posting of a structure as unfit, which initiates the demolition process. City staff recommends approval.

BACKGROUND: This is the beginning of the process seeking court-ordered demolition of fourteen (14) unsafe and abandoned structures throughout the community.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Legal Department staff.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl "Pat" Patrick, Director of Economic and community Development, at 217-424-2727, email cpatrick@decaturil.gov or Michael Snearly, Neighborhood Inspections Manager at 217-450-2347, email msnearly@decaturil.gov.

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

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620 E. Cleveland	**956 E. Curtis**	**940 W. Cushing**
538 N. Dunham	**1603 N. Edward**	**1672 N. Edward**
1685 N. Edward	**2096 N. Edward**	**966 W. Green**
1903 E. Main	**1605 N. Monroe**	**1159 E. Mueller**
2313 Ramsey Dr.	**1315 N. Union**	

WHEREAS, the Council of the City of Decatur, Illinois, has found and does hereby find that certain structures within the City located on premises at the addresses set forth above, are dangerous and unsafe, or are uncompleted or abandoned; and

WHEREAS, it is in the best interest of the general public health, safety and welfare that said structures be repaired or demolished.

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

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such actions as may be provided by law, including application for order of court, to cause said structures to be put in safe condition or, if not so repaired to be demolished.

PRESENTED and ADOPTED this 7th day of October, 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST: _____
Kim Althoff, City Clerk

Council Memo October 7, 2024

Resolution Authorizing Actions Regarding Unsafe Structures

620 E. Cleveland: This property was posted as Unfit for Human Habitation in July of 2024. Multiple violations at property including broken windows and doors, interior surfaces damaged or missing.

956 E. Curtis: This property was posted as Unfit for Human Habitation in April of 2024. House has several violations and lacks utilities.

940 W. Cushing: This property was posted as Unfit for Human Habitation in July of 2024. House has several violations and lacks utilities.

538 N. Dunham: This property was posted as Unfit for Human Habitation in July of 2024. House has several violations and lacks utilities.

1603 N. Edward: This property was posted as Unfit for Human Habitation in March of 2023. House has several violations and lacks utilities.

1672 N. Edward: This property was posted as Unfit for Human Habitation in February of 2024. House has several violations and lacks utilities.

1685 N. Edward: This property was posted as Unfit for Human Habitation in February of 2024. House has several violations and lacks utilities.

2096 N. Edward: This property was posted as Unfit for Human Habitation in June of 2024. House has severe roof damage and lacks utilities.

966 W. Green: This property was posted as Unfit for Human Habitiation in April of 2024. House has severe roof and porch damage and lacks utilities.

1903 E. Main: This property was posted as Unfit for Human Habitation in August of 2023. House has several violations and lacks utilities.

1605 N. Monroe: This property was posted as Unfit for Human Habitation in May of 2024. House has several violations and lacks utilities.

1159 E. Mueller: This property was posted as Unfit for Human Habitation in January of 2023. House has several violations and lacks utilities.

2313 Ramsey Dr.: This property was posted as Unfit for Human Habitation in May of 2022. Property has signs of severe fire damage on the west side. Property has several other exterior violations including doors, windows, gutters, roof, and shed.

1315 N. Union: This property was posted as Unfit for Human Habitation in February of 2023. House has several violations and lacks utilities.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Application	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM
Memo No. 24-18

DATE: October 7, 2024

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Cordaryl Patrick, Director of Economic and Community Development
Richelle Dunbar, Asst. Dir. of Economic and Community Development

SUBJECT: Resolution Designating Honorary Street name in honor of the late Dr. John C. Ellis

RECOMMENDATION: Staff recommends approval of the attached resolution designating the corner of E. Marietta St. & N. Water St. in honor of Dr. John C. Ellis

BACKGROUND: Mr. Ron Wilson of the John C. Ellis #17 Masonic Lodge applied to have Dr. John C. Ellis honored with an honorary street designation at the corner of E. Marietta St & N. Water St.

Dr. John C. Ellis was the first black medical doctor in Decatur in the 1920's. He provided medical care for the African American residents for over 30 years. Dr. Ellis was given credit for delivering over 146 newborn babies during his tenure. Dr. Ellis gave medical treatment to those who couldn't afford it during the Great Depression of 1929-1941. In 1920 Dr. Ellis was not only a Doctor of Medicine by the took on the responsibility of making the prince Hall Masons of Decatur a strong force that was respected, even during the years that the city was segregated. As part of their mission members of the lodge gave away meals, food baskets, and clothing giveaways. In 1965 it was approved by the Prince Grand Lodge for the State of Illinois to allow the lodge to rename it the "John C. Ellis Masonic Lodge."

A committee comprised of one member from the Decatur City Council, city staff, the Decatur Police Department, a neighborhood organization and the community at large, recommended approval of the designation.

STAFF REFERENCE: Additional questions can be forwarded to Richelle Dunbar at (217) 424-2864 or e-mail: rdunbar@decaturil.gov.

BUDGET & TIME IMPLICATIONS: None

RESOLUTION NO. 2024- _____

RESOLUTION DESIGNATING HONORARY STREET NAME IN HONOR OF THE LATE DR. JOHN C. ELLIS

WHEREAS, that on August 17, 2009, the City Council approved an Honorary Street Sign Program for the City of Decatur; and

WHEREAS an Honorary Street designation shall be limited to individuals, organizations, entities and events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City; and

WHEREAS the committee finds that Dr. Ellis meets the criteria set forth in the ordinance.

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

Section 1. That the City Council hereby designates the corner of 200 block of E. Marietta and N. Water St. in honor of the late Dr. John C. Ellis for a period not to exceed ten (10) years from the date of this resolution.

Section 2. That the cost shall be paid by the applicant prior to and as a condition of production and installation of the Honorary Street Sign.

Section 3. That the City shall have the right to remove an Honorary Street Sign at its discretion.

PRESENTED AND ADOPTED this _____ day of _____, 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

Honorary Street Designation
Application

As a means to honor individuals, organizations, entities and events that have had a significant lineage to the City or a significant cultural, historical, or humanitarian impact on the community, the City of Decatur shall establish an Honorary Street Naming Sign program as described below. All honorary street name signs shall comply with the guidelines of this program and honorary street name signs shall not have the effect of changing platted street names or official addresses.

1. Policy:
   - Criteria required for an honorary street name designation:
     - Honorary street name designations should be limited to individuals, organizations, entities, and events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City as determined by the Decatur City Council.
     - An honoree must have a geographical relationship to the requested sign location, having either lived or worked or performed other actions or activities in the area deemed to have been important to the City of Decatur.
     - Applicants shall be required to submit an application form to the City of Decatur's Economic & Community Development providing details as to the proposed honoree's lineage or cultural, historical or humanitarian impact on the city and an explanation of the honoree's relationship to the requested honorary street sign location as part of the application process. Individual letters of support are encouraged and should be attached to the application.
     - Applications shall be reviewed by a five (5) member panel consisting of one (1) member of the Decatur City Council, one (1) member from the Economic & Community Development Department, one (1) member from an authorized city neighborhood organization, one (1) member from the Decatur Police Department and one (1) member appointed from the community at large. Applications will be forwarded to the Mayor and Decatur City Council and scheduled for a vote **only upon an affirmative panel recommendation or if a majority of the Decatur City Council calls for it.**
       The request will be considered "denied pon a negative panel recommendation or if the majority of the Decatur City Council does not call for an application to be brought forward within 30 days of said panel recommendation being issued.
     - Current city employees are not eligible for an honorary street naming designation.
     - The City shall cause letters to be sent to residents and/or businesses in the vicinity of the proposed honorary designation in advance notifying them that an honorary

designation has been proposed for their area and that they should continue using the regular street name in all correspondence. The letters would also encourage said residents and/or business owners to contact the city with questions.

- The Decatur City Council will designate a maximum of five (5) honorary streets per year. If there is a street, or portion of a street (except intersecting streets), that has been designated with an honorary street name, no other such name shall be given to the street or section of street. The city shall also have the ultimate authority to determine how many signs shall be placed in an area and how much of the street will be designated with an honorary name.
- Applicant shall be responsible for paying the fee for the production and installation of the sign in the event that the City Council does vote in favor of the designation. The cost is estimated to be about $250 per sign.

2. Required Submittals:
   - This application form must be completed in its entirety and submitted to:
     City of Decatur
     Economic & Community Development Department
     Decatur, IL 62523

3. Applicant Information:

   Applicant's Name: Ron L Wilson

   Organization/Company: John C. Ellis #17 Masonic Lodge

   Street Address: 234 East Marietta Street

   Telephone Number: (217) 433-0633

   E-mail Address: Jew0100@sbcglobal.net

4. Honorary Street Name Request:

   Name of Honoree: Dr. John C. Ellis

   Location: 234 E, Marietta St

   Intersecting streets at each end of the one-block length:

   200 Block of E. Marietta Street & N. Water St

   Ending at the start of 300 Block of E. Marietta Street(which dead ends)

5. Criteria:

Please provide a detailed explanation of the criteria that applies to the honoree (Feel free to attach additional sheets if necessary).

- Cultural Impact on the City:

Dr. John C. Ellis was the first Black Medical Doctor in Decatur in the 1920s. He provided medical care for the African American residents for over 30 years. It was said that several low poverty White Americans also went to Dr. Ellis for medical care. Dr. Ellis was given credit to delivering over 146 new born babies during his tenor. Dr. John C. Ellis gave medical treatment to those who couldn't afford it during the Great Depression of 1929 - 1941.

- Historical Impact on the City:

Dr. Ellis bridge gap between the Blacks and Low poverty whites by giving medical attention to those in needed it and accepted what ever the people could afford. In 1920 Dr. Ellis was not only a Doctor of Medicine but he took on the responsibility of making the Prince Hall Masons of Decatur a strong force that was respected, even during the years that the city was segregated. He became the President(Worshipful Master) in 1920-1921.

- Humanitarian Impact on the City:

During his era he aided the Prince Hall Masons of Decatur in purchasing their first Masonic Lodge in 1933. Once again he serve as the first African American Medical Doctor that lived and work in the city.

- Significant Lineage to the City:

By purchasing the Masonic Building the Prince Hall Masons were able to have as a building of there own, it allowed them to give and assist the Black community at large. A few examples are: Food Baskets, Meals, clothing give-away, Church Services, Bible study groups, and different organization meetings.

6. Geographic Location:

Please provide a detailed explanation of the relationship between the requested honorary street location and the honoree's impact on the City.

After Urban renewal took place in 1950s and move the Masons from downtown at the corner of Macon St. and Main St, it was apparent that the Prince Hall Masons reputation was intact and positive and wanted to continue serving the Decatur community, move to the location of 234 East Marietta St in 1957. At this location was an old laundry mat they the masons renovated. In 1965 it was approved by the Prince Grand Lodge for the State of Illinois to allow the lodge that was formerly known as the Decatur Mason Lodge to name "John C. Ellis" Masonic Lodge. The work that the members of the Lodge has continue at this same location and it is without a doubt contributed to the sweat, dedication and good works of the man that went on to serve as the only Grand Master of Prince Hall Masons for the entire state of Illinois for 20 years, from 1922 -1944.

Signature of Applicant:

Ron L Wilson
Signature

03/06/2024
Date

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Application	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
MEMORANDUM
Memo No. 24-19

DATE: October 7, 2024

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Cordaryl Patrick, Director of Economic and Community Development
Richelle Dunbar, Asst. Dir. of Economic and Community Development

SUBJECT: Resolution Designating Honorary Street name in honor of Jerry Pelz

RECOMMENDATION: Staff recommends approval of the attached resolution designating the corner of E. King St. between N. Water St and MLK Jr. Dr. in honor of Jerry Pelz.

BACKGROUND: Mr. Jim Taylor from Northeast Community Fund applied to have Mr. Jerry Pelz honored with an honorary street designation at the corner of E. King St. between N. Water St & Martin Luther King Jr. Dr.

In July 1969, Jerry Pelz started the Northeast Community Fund with one food basket. He started working for Northeast as a poverty worker in the Prince of Peace Volunteer program. Today that organization houses a food bank, clothing room, services small repairs for homes, especially seniors who need assistance, a microfinance program for individuals who have an immediate financial need and partners with Hope Academy to provide training and education for patents and students.

Mr. Pelz has served on various boards and committees with the Mental Health Association, Cooperative Extension, the Decatur Senior Center, United Way, Decatur Mental Health Cener, Macon County Health Department, while on the founding boards of the Good Samaritan Inn and the Central Illinois Foodbank. He is currently on the Human Relations Commission for the City of Decatur.

A committee comprised of one member from the Decatur City Council, city staff, the Decatur Police Department, a neighborhood organization and the community at large, recommended approval of the designation.

STAFF REFERENCE: Additional questions can be forwarded to Richelle Dunbar at (217) 424-2864 or e-mail: rdunbar@decaturil.gov.

BUDGET & TIME IMPLICATIONS: None

RESOLUTION NO. 2024- _____

RESOLUTION DESIGNATING HONORARY STREET NAME IN HONOR OF JERRY PELZ

WHEREAS, that on August 17, 2009, the City Council approved an Honorary Street Sign Program for the City of Decatur; and

WHEREAS an Honorary Street designation shall be limited to individuals, organizations, entities and events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City; and

WHEREAS the committee finds that Mr. Pelz meets the criteria set forth in the ordinance.

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

Section 1. That the City Council hereby designates the corner of E. King St., between N. Water St. & Martin Luther King Jr. Dr. in honor of Jerry Pelz for a period not to exceed ten (10) years from the date of this resolution.

Section 2. That the cost shall be paid by the applicant prior to and as a condition of production and installation of the Honorary Street Sign.

Section 3. That the City shall have the right to remove an Honorary Street Sign at its discretion.

PRESENTED AND ADOPTED this _____ day of _____, 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

Honorary Street Designation
Application

As a means to honor individuals, organizations, entities and events that have had a significant lineage to the City or a significant cultural, historical, or humanitarian impact on the community, the City of Decatur shall establish an Honorary Street Naming Sign program as described below. All honorary street name signs shall comply with the guidelines of this program and honorary street name signs shall not have the effect of changing platted street names or official addresses.

1. Policy:
   - Criteria required for an honorary street name designation:
     - Honorary street name designations should be limited to individuals, organizations, entities, and events that either had a significant lineage to the City or had a significant cultural, historical, or humanitarian impact on the City as determined by the Decatur City Council.
     - An honoree must have a geographical relationship to the requested sign location, having either lived or worked or performed other actions or activities in the area deemed to have been important to the City of Decatur.
     - Applicants shall be required to submit an application form to the City of Decatur's Economic & Community Development providing details as to the proposed honoree's lineage or cultural, historical or humanitarian impact on the city and an explanation of the honoree's relationship to the requested honorary street sign location as part of the application process. Individual letters of support are encouraged and should be attached to the application.
     - Applications shall be reviewed by a five (5) member panel consisting of one (1) member of the Decatur City Council, one (1) member from the Economic & Community Development Department, one (1) member from an authorized city neighborhood organization, one (1) member from the Decatur Police Department and one (1) member appointed from the community at large. Applications will be forwarded to the Mayor and Decatur City Council and scheduled for a vote **only upon an affirmative panel recommendation or if a majority of the Decatur City Council calls for it.**
       The request will be considered "denied pon a negative panel recommendation or if the majority of the Decatur City Council does not call for an application to be brought forward within 30 days of said panel recommendation being issued.
     - Current city employees are not eligible for an honorary street naming designation.
     - The City shall cause letters to be sent to residents and/or businesses in the vicinity of the proposed honorary designation in advance notifying them that an honorary

designation has been proposed for their area and that they should continue using the regular street name in all correspondence. The letters would also encourage said residents and/or business owners to contact the city with questions.

- The Decatur City Council will designate a maximum of five (5) honorary streets per year. If there is a street, or portion of a street (except intersecting streets), that has been designated with an honorary street name, no other such name shall be given to the street or section of street. The city shall also have the ultimate authority to determine how many signs shall be placed in an area and how much of the street will be designated with an honorary name.
- Applicant shall be responsible for paying the fee for the production and installation of the sign in the event that the City Council does vote in favor of the designation. The cost is estimated to be about $250 per sign.

2. Required Submittals:
   - This application form must be completed in its entirety and submitted to:

     City of Decatur

     Economic & Community Development Department

     Decatur, IL 62523

3. Applicant Information:

   Applicant's Name: Jim Taylor

   Organization/Company: Northeast Community Fund

   Street Address: 839 N. Martin Luther King Blvd., Decatur, IL 62521

   Telephone Number: 217-429-5846

   E-mail Address: director@northeastcommunityfund.org

4. Honorary Street Name Request:

   Name of Honoree: Jerry Pelz

   Location: E. King St., between North Water St. & Martin Luther King Blvd.

   Intersecting streets at each end of the one-block length:

5. Criteria:

Please provide a detailed explanation of the criteria that applies to the honoree (Feel free to attach additional sheets if necessary).

- Cultural Impact on the City:

Jerry Pelz provided services to all cultures of the city in need. Jerry brought a lot of services together to help meet the needs of the individuals that need the most help, in a caring and humanistic and Christ like manner.

- Historical Impact on the City:

Back in July 1969, Jerry Pelz started the Northeast Community Fund with one food basket. Now the NECF houses a food bank, clothing room, services such as small repairs of homes, especially for seniors who need a sidewalk fixed or a ramp for accessibility, a microfinance program for individuals who have gotten into payday loans or have an immediate financial need, and a partnership with Hope Academy that provides training and education for parents of students.

- Humanitarian Impact on the City:

The day after graduation from Valparaiso University in 1969, Jerry Pelz started working for the Northeast Community Fund as a poverty worker in the Prince of Peace Volunteer program. The P.O.P.V. was a religious counterpart of the federal Volunteers in service to America (V.I.S.T.A.). Mr. Pelz has worked for Northeast from June 1969 until the present time and has seen the agency grow by leaps and bounds from its humble inception to the present.

- Significant Lineage to the City:

While a resident of Decatur, Mr. Pelz has served on various boards and committees with the Mental Health Association, Cooperative Extension, Senior Center, HSAC, United Way, Decatur Mental Health Center, Macon County Health Department, was on the founding boards of Good Samaritan Inn and the Central Illinois Foodbank. He is currently on the Human Relations Committee for the City of Decatur.

6. Geographic Location:
   Please provide a detailed explanation of the relationship between the requested honorary street location and the honoree's impact on the City.

   East King Street between Water and MLK near the Northeast Community Fund.

Signature of Applicant:

_____ _____

Signature Date