



**Monday, October 7, 2019
5:30 PM
City Council Chamber**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of September 16, 2019 City Council Meeting and
September 23, 2019 Special City Council Meeting

IV. Unfinished Business

V. New Business

1. Proclamations and Recognitions
2. Resolution Authorizing Agreement between the City of Decatur, Illinois, and Airport Plaza Joint Venture, LLC
3. Ordinance Granting a Conditional Use Permit (CUP) in the B-2 Commercial District to Allow for an Automated Car Wash with Vacuum Bays 275 and 303 East Pershing Road
4. Ordinance Rezoning Property From M-2 Heavy Industrial District to M-1 Intense Commercial-Light Industrial District 2504 North Water Street
5. Resolution Authorizing Community Development Block Grant (CDBG) and Home Investment Partnership Fund (HOME) Expenditures and Adoption of the FY 2019-20 Annual Action Plan
6. Resolution Authorizing an Indefeasible Right Of Use Agreement and Associated Sales Order with Decatur Public School District #61 to Obtain Dark Fiber from the City Of Decatur Fiber Network
7. Ordinance Amending City Code Chapter 51.3 Utility Taxes
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 2363 West Ash Avenue
- B. Ordinance Annexing Territory 2305 Baker Lane
- C. Ordinance Annexing Territory 2441 Baker Lane
- D. Ordinance Annexing Territory 10 Cloyds Drive
- E. Ordinance Annexing Territory 3251 Fite Drive
- F. Ordinance Annexing Territory 2210 Frontier Road
- G. Ordinance Annexing Territory 4220 Needle Road
- H. Ordinance Annexing Territory 3321 Ferris Drive
- I. Ordinance Annexing Territory 2040 Mars Court
- J. Ordinance Annexing Territory 2030 Mars Court
- K. Resolution Indicating Intent to Annex an Unincorporated Territory, Setting a Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice
- L. Resolution Approving Reappointments - Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board Authority)
- M. Receiving and Filing of Minutes of Boards and Commissions

VI. Other Business

VII. Recess to Closed Executive Session

Recess to Closed Executive Session Under Open Meetings Act Section 2 (c)(5) for the Purpose of Discussing the Purchase or Lease of Real Property for the Use of the Public Body and (c)(6) the Setting of a Price for Sale or Lease of Property Owned by the Public Body.

VIII. Adjournment

SUBJECT: Approval of Minutes of September 16, 2019 City Council Meeting and September 23, 2019 Special City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of September 16, 2019 City Council Meeting	Backup Material
Minutes of September 21, 2019 Special City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, September 16, 2019

On Monday, September 16, 2019, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

Ms. Marcia Phillips announced that "Peace in the Park" will be held at Old King's Orchard's Peace Park, 815 North Church Street on September 22nd, 2019 from 3:00pm - 5:00pm to celebrate International Peace Day.

Ms. Dianne Spaniol raised concerns about demolitions and questioned the type of fill material that would be used for houses that have basements.

Mr. Mark Girdler expressed dissatisfaction with comments made by the council regarding the Decatur Public Library parking lot and raised concerns over handicapped parking spaces at the library.

Ms. Dianna Pace invited council and the police chief to attend a kickoff meeting for a discussion on citizen patrol in the west end at 6:30pm on September 26th, 2019 at Westminster Presbyterian Church.

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

The minutes of the September 3, 2019 City Council meeting were presented. Councilwoman Lisa Gregory moved the minutes be approved as written; seconded by Councilman Chuck Kuhle and on call of the roll, Council members Rodney Walker, Bill Faber, Lisa Gregory, David Horn and Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

2019-139 Ordinance Amending City Code Chapter 11-Economic and Community Development Department, was presented. Councilwoman Lisa Gregory moved the Ordinance do pass, seconded by Councilman Chuck Kuhle.

Councilman Horn and Councilman Faber expressed concerns about striking certain language in Chapter 11, Section 4. Duties and Responsibilities.

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

R2019-130 Resolution Authorizing the Execution of an Agreement with Clancy Coleman Excavating for the Demolition of Vacant Residential Dwellings at 1165 E. Clay; 1170 E. Condit; 114 S. Hilton; 432 S. Martin Luther King Jr.; 1315 E. Moore; 1532 E. Prairie; and 1598 N. Water, was presented. Councilwoman Lisa Gregory moved the Resolution do pass, seconded by Councilman Chuck Kuhle.

Neighborhood Inspections Administrator Susan Kretsinger explained that homes on the demolition list are made available for inspection to demolition contractors prior to bidding, and houses are to be demolished three feet below grade.

Mr. Jim Spaniol encouraged council to specify the type of fill material to be used in demolition contracts.

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

R2019-131 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Reyhan Bro, Inc. DBA: Sangamo Construction Company, for the Main Street Bridge over Stevens Creek Bridge Repair for City Project 2018-02, Section No. 18-00802-00-BR, was presented. Councilwoman Lisa Gregory moved the Resolution do pass, seconded by Councilman Chuck Kuhle.

Mr. Matt Newell, Public Works Director, explained that staff routinely conducts bridge inspections, and the last bridge inspection uncovered issues with steel piles on certain bridges.

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

R2019-132 Resolution to Appropriate Motor Fuel Tax Funds for the West Main Street Bridge over Stevens Creek Bridge Repair, by Municipality under the Illinois Highway Code City Project, 2018-02 Section No. 18-00802-00-BR, was presented. Councilwoman Lisa Gregory moved the Resolution do pass, seconded by Councilman Chuck Kuhle.

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

R2019-133 Resolution Accepting the Bid Price of Bob Ridings Ford Inc. for the Purchase of One (1) 2020 Ford Interceptor Hybrid Utility Vehicle, was presented. Councilwoman Lisa Gregory moved the Resolution do pass, seconded by Councilman Chuck Kuhle.

Police Chief Jim Getz explained that there will be an annual cost savings in fuel and maintenance by using hybrid vehicles.

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

R2019-134 Resolution Accepting the Bid Price of Bob Ridings Ford, Inc. for the Purchase of (6) 2020 Ford Interceptor Utility Vehicles, was presented. Councilwoman Lisa Gregory moved the Resolution do pass, seconded by Councilman Chuck Kuhle.

City Manager Wrighton explained that by utilizing Community Liaison Officers, the city will save in pension and personnel costs.

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

R2019-135 Resolution Authorizing Agreement-Central Illinois Land Bank Authority, was presented. Councilwoman Lisa Gregory moved the Resolution do pass, seconded by Councilman Chuck Kuhle.

Ms. Dianne Spaniol asked about proceeds from the sale of land from the land bank.

City Manager Wrighton responded that there will be a discussion at a later date regarding an intergovernmental agreement that will address land banking.

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

R2019-136 Resolution Accepting Agreement Between the City of Decatur and Mueller Water Products, Inc. Regarding Grant Administration, was presented. Councilwoman Lisa Gregory moved the Resolution do pass, seconded by Councilman Chuck Kuhle.

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

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

Item A. 2019-140 Ordinance Annexing Territory 1468 West Arbor Drive

Item B. 2019-141 Ordinance Annexing Territory 2334 Captain Lane

Item C. 2019-142 Ordinance Annexing Territory 2368 Captain Lane

Item D. 2019-143 Ordinance Annexing Territory 3542 Catherine Street

Item E. 2019-144 Ordinance Annexing Territory 3555 Catherine Street

Item F. 2019-145 Ordinance Annexing Territory 3790 West Center Street

Item G. 2019-146 Ordinance Annexing Territory 6 Cloyds Drive

Item H. 2019-147 Ordinance Annexing Territory 4259 North Commercial Crossing

Item I. 2019-148 Ordinance Annexing Territory 3883 West Division Street

Item J. 2019-149 Ordinance Annexing Territory 2305 North Elizabeth Drive

Item K. 2019-150 Ordinance Annexing Territory 2365 Elizabeth Street

Item L. 2019-151 Ordinance Annexing Territory 1991 Elizabeth Street

Item M. 2019-152 Ordinance Annexing Territory 3252 Fite Drive

Item N. 2019-153 Ordinance Annexing Territory 4170 Lakewood Avenue

Item O. 2019-154 Ordinance Annexing Territory 4128 McClain Drive

Item P. 2019-155 Ordinance Annexing Territory 1690 NW Route 121

Item Q. 2019-156 Ordinance Annexing 1537 West Plainview Street

Item R. 2019-157 Ordinance Annexing Territory 2311 Sands Drive

Item S. 2019-158 Ordinance Annexing Territory 2320 Sands Drive

Item T. R2019-137 Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-1575 W. Allison Drive

Item U. R2019-138 Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-1817 Ferris Drive, 1824 Ferris Drive, 1829 Ferris Drive

Item V. R2019-139 Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-2508 East Finch Drive, 2522 East Finch Drive, 2546 East Finch Drive

Item W. R2019-140 Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-2465 East Mound Road, Lot West of 2466 East Finch Drive, 2466 East Finch Drive, 2480 East Finch Drive

Item X. R2019-141 Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-Lot East of 2618 East Finch Drive

Item Y. R2019-142 Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-4100 North Woodlawn Avenue

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

Item AA. R2019-143 Resolution Approving Reappointment - Public Building
Commission

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

Mayor Moore Wolfe called for Other Business.

City Manager Wrighton discussed benefits of hiring Community Liaison Officers and discussed low level calls versus high priority calls received by the police department and the number of police officers.

City Manager Wrighton announced that a Special City Council Meeting will be held on September 23rd at 5:30pm for a discussion on capital improvements and finance issues and a Special City Council Meeting will be held on September 30th at 5:30pm for a discussion on cannabis.

Councilman Faber recommended increasing the enforcement of distracted driving.

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

Mayor Moore Wolfe declared the Council meeting adjourned at 6:40 p.m.

Approved _____
Kim Althoff
City Clerk

SPECIAL CITY COUNCIL MINUTES
Monday, September 23, 2019

On Monday, September 23, 2019, the City Council of the City of Decatur, Illinois, met in Special Meeting at 5:30 p.m., in the City Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

Mr. Don Carmichael read a letter pertaining to prairie restoration located at Sand Creek Conservation area just off of South Franklin Street and at Richland Community College. Mr. Carmichael stated both are fine examples of native wildflower and tall grass prairie restoration projects that could be easily duplicated in Decatur's many backyards to help resuscitate collapsing ecosystems.

Mr. Mark Girdler stated he is in favor of legalizing recreational marijuana.

With no other Appearance of Citizens, Mayor Moore Wolfe moved on to New Business.

R2019-144 Resolution Authorizing Property and Liability Insurance Coverage for the City of Decatur, Illinois for the policy period October 1, 2019 to October 1, 2020 was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

R2019-145 Resolution Authorizing Excess Property Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2019 to October 1, 2020 was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

R2019-146 Resolution Authorizing Excess Workers Compensation Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2019 to October 1, 2020, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

With no other New Business, Mayor Moore Wolfe called for Recess to Study Session.

Councilman McDaniel moved to Recess to Study Session; seconded by Councilwoman Gregory.

Finance Director Gregg Zientara gave highlights of the Treasurer's Financial Report.

Mr. Ted Miller from Arthur J. Gallagher gave an explanation on Cyber Liability Insurance.

Public Works Director Matt Newell gave highlights on Capital Improvement Plans.

Mr. John Phillips spoke on the Capital Improvement Plan on future revenue reserves.

City Council Policies were discussed by council and City Manager Wrighton.

Mr. John Phillips spoke on concerns of participation of the public limitations pertaining to the discussion of City Council Policies.

Mr. Mark Girdler also spoke on concerns of participation of the public limitations pertaining to the discussion of City Council Policies.

Mayor Moore Wolfe declared the Council meeting adjourned at 8:00 p.m.

Approved _____
Angela Harper
Deputy City Clerk

Legal Department

DATE: 10/3/2019

MEMO:

TO: Mayor Julie Moore Wolfe & the Decatur City Council

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: Amendment of TIF Redevelopment Agreement

BACKGROUND: The proposed agreement settles a disagreement between the developer and the city concerning the appropriate and intended uses of TIF proceeds. What began as a commercial TIF has evolved to include residential development. So the city has placed additional restrictions on the use of TIF proceeds (cannot be used to pay real estate commissions, landscape maintenance, model home fees, etc.) all in accordance with the recommendations of the city's TIF counsel. The net impact of this amendment will be to increase the amount of proceeds remaining in the TIF fund.

PRIOR COUNCIL ACTION: This TIF district is more than 22 years old and has been amended 4 times in the past. This will be the fifth and last amendment.

ATTACHMENTS:

Description	Type
Resolution Authorizing Agreement Between the City of Decatur and Airport Plaza Joint Venture, LLC-Payment of Tax Increment Financing Eligible Costs	Resolution Letter

RESOLUTION NO. R2019- _____

RESOLUTION AUTHORIZING
AGREEMENT BETWEEN THE CITY OF DECATUR, ILLINOIS
AND AIRPORT PLAZA JOINT VENTURE, LLC
-PAYMENT OF TAX INCREMENT FINANCING ELIGIBLE COSTS-

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

Section 1. That the Memorandum of Agreement presented to the Council, as Exhibit A attached hereto and hereby incorporated by reference, between the City of Decatur and Airport Plaza Joint Venture, LLC. for payment of Tax Increment Financing (TIF) eligible costs is hereby received, placed on file, and approved.

Section 2. That the City Manager of the City of Decatur, Illinois is hereby authorized to sign and implement said agreement on behalf of the City of Decatur.

PRESENTED and ADOPTED this 7th day of October, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

MEMORANDUM OF AGREEMENT

FOR PAYMENT OF TIF ELIGIBLE COSTS

by and between

THE CITY OF DECATUR

and

AIRPORT PLAZA JOINT VENTURE, LLC.

This Memorandum of Agreement is made as of the date of the last required signatory by and between the City of Decatur, an Illinois municipal corporation, hereinafter "the City" and Airport Plaza Joint Venture, LLC, an Illinois limited liability company, hereinafter "the Developer".

The parties hereby bind themselves to undertake a Memorandum of Agreement (the "Memorandum") under the following terms and conditions:

I. **GOALS AND OBJECTIVES.** The purpose of this Memorandum of Agreement is to memorialize the understanding and agreement of the Parties as to the eligibility of certain project costs incurred, or to be incurred, by Developer in the Decatur Southeast Plaza Tax Increment Financing District, hereinafter (the "TIF District"). The parties have previously entered into a Redevelopment Agreement (hereinafter the "RDA"), originally approved by Ordinance by City on March 31, 1997 as Ordinance No. 97-19. Such has been previously amended by Ordinances no. 97-36, 2000-108, and 2014-30.

II. **TERM.** The term of this Memorandum shall be effective until the expiration of the RDA, or upon Developer receiving all reimbursements entitled to under the Redevelopment Agreement, whichever occurs first.

III. THE ELIGIBLE PROJECT COSTS:

1. City and Developer agree that the following are all to be considered as TIF eligible project costs under the existing RDA, as amended, the Tax Increment Financing Allocation Act of Illinois (the "TIF Act") and the City's Southeast Plaza TIF District Redevelopment Plan:
 - a. All marketing costs incurred under the Brinkoetter and Associates Realtors Marketing Agreement, except and excluding all real estate commissions or similar success fees arising from development, for all properties within the TIF District that have a City issued building permit in effect on or before September 1, 2020.
 - b. All site preparation, excavation, site clearing landscaping, rough and final grading, and erosion control costs incurred on properties that have a City issued building permit in effect on or before September 1, 2020. Erosion control costs are costs incurred by Developer for work in preparing the property for development as required by the City and/or the Illinois EPA.

2. The City and Developer agree that Developer will not be eligible for TIF reimbursement for any costs that are determined to be model home construction, model home maintenance costs, or ongoing lot maintenance costs. Maintenance costs include mowing, pruning, and snow removal. Erosion control costs incurred after the release of the Developer's bond required by City are presumed to be maintenance costs and not eligible for reimbursement.
3. The determination of the eligibility of all other costs shall be as set forth in the Development Agreement, the TIF District Redevelopment Plan, and the TIF Act.

IV. RECEIPT OF REIMBURSEMENT. The Developer and the City agree that reimbursements to Developer would end with the first to occur of Developer having exhausted his eligible costs, or upon the expiration of the RDA.

VI. REPRESENTATIONS AND WARRANTIES. Each Party to this Memorandum represents and warrants to the other party that it:

1. has full power, authority and legal right to execute and perform this Memorandum;
2. has taken all necessary legal and corporate action to authorize the execution and performance of this Memorandum;
3. this Memorandum constitutes the legal, valid and binding obligations of such party in accordance with its terms; and
4. shall act in good faith to give effect to the intent of this Memorandum and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Memorandum.

VII. RATIFICATION/SUPERCEDE. This Memorandum shall supplement and supersede where inconsistent, if anywhere, the existing RDA between the parties. The parties hereby ratify the terms of the existing RDA except as modified by this Memorandum.

VIII. AMENDMENT. This Memorandum may be modified or amended if the amendment is made in writing and signed by both parties.

IX. BINDING/SEVERABILITY. This Memorandum shall be binding upon any successors and/or assigns of the parties. If any provision of this Memorandum shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

X. WAIVER OF CONTRACTUAL RIGHTS. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Memorandum.

XI. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Illinois.

XII. SIGNATORIES. The signatories to this Agreement warrant full authority to bind their respective entity.

_____	_____2019
Roy Mosser / Manager	Date
Airport Plaza Joint Venture, LLC	

_____	_____2019
Scot Wrighton / City Manager	Date
City of Decatur, Illinois	

Economic & Community Development

DATE: 10/7/2019

MEMO: No. 19-55

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Raymond Lai, AICP, Economic and Community Development Director
Joselyn Stewart, Transportation Planner

SUBJECT: Ordinance Granting a Conditional Use Permit (CUP) in the B-2 Commercial District to Allow for an Automated Car Wash with Vacuum Bays Located at 275 and 303 East Pershing Road.

SUMMARY RECOMMENDATION:

Staff recommends approval of the Conditional Use Permit with the following conditions for the subject site:

1. No outside speakers shall be permitted except for the carwash drive-through facility.
2. The building located at 303 E. Pershing Road must be demolished before a Final Minor Plat is approved.
3. A Final Minor Plat must be approved and recorded before a Site Plan will be approved.
4. The trash enclosure must be screened as approved by the Department of Economic and Community Development.
5. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to permits being released.

The City Plan Commission voted 6-0 to recommend approval of the petition at the September 5, 2019 meeting; the relevant draft minutes of the meeting are attached.

BACKGROUND:

The subject site is 1.16 acres in size, zoned B-2 Commercial District. The property is occupied by a closed, former car wash and a small commercial building (303 E. Pershing Road), a total of four structures.

The subject request is for a Conditional Use Permit to allow for the construction of a new automated tunnel carwash with multiple vacuum bays. The existing structures/buildings on

the site are proposed to be demolished.

The proposed car wash structure will be 5,583 square feet in area and located on the south side of the site. It will contain a single-lane tunnel in which the vehicles will drive through. The drive-up lanes with stacking spaces for vehicles will feed into a single lane before entering the carwash. The primary entrance to the site is via a right-in/right-out curb cut on Pershing Road. Secondary points of ingress/egress are also located on the southeastern corner of the site.

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

POTENTIAL OBJECTIONS: No objectors spoke at the Plan Commission meeting.

INPUT FROM OTHER SOURCES:

The petition has been reviewed by the City’s Technical Review Committee; Planning, Engineering and Fire.

STAFF REFERENCE: Any additional questions may be forwarded to Joselyn Stewart (jstewart@decaturil.gov) or Ray Lai (rlai@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE GRANTING A CONDITIONAL USE PERMIT (CUP) IN THE B-2
COMMERCIAL DISTRICT TO ALLOW FOR AN AUTOMATED CARWASH WITH
VACUUM BAYS
– 275 AND 303 EAST PERSHING ROAD –**

WHEREAS, on the 5th day of September 2019, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of TERC, LLC for a Conditional Use Permit under the provisions of Section XXII.A.2. of the Zoning Ordinance to allow for an automated carwash with vacuum bays in the B-2 Commercial District on property located in the City of Decatur, Illinois and legally described as follows:

Parcel 1 (275 East Pershing Road):

Lot Two (2) of F & R Addition, as per Plat recorded in Book 1832, Page 961 of the records in the Recorder's Office of Macon County, Illinois.
Situating in Macon County, Illinois.

Permanent Tax ID: 04-12-02-101-019

Parcel 2 (303 East Pershing Road):

Lot Two (2) of Branson Addition, as per Plat recorded in Book 1832 on Page 577 of the records in the Recorder's Office of Macon County, Illinois.
Situating in Macon County, Illinois.

Permanent Tax ID: 04-12-02-101-013

WHEREAS, said Decatur City Plan Commission recommended that such Conditional Use Permit be approved.

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

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

Section 2. That upon compliance with the conditions described herein, and in the site plan attached hereto and hereby made a part hereof as Exhibit A, said herein that a Conditional Use Permit be, and it is hereby, granted to TERC, LLC as the petitioner, and only to allow for an automated carwash with vacuum bays in the B-2 Commercial District.

1. No outside speakers shall be permitted except for the carwash drive-through facility.
2. The building located at 303 E. Pershing Road must be demolished before a Final Minor Plat is approved.
3. A Final Minor Plat must be approved and recorded before a Site Plan will be approved.
4. The trash enclosure must be screened as approved by the Department of Economic and Community Development.
5. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to permits being released.

Section 3. That said Conditional Use Permit granted hereby, be, and it is hereby, made subject to the applicable provisions and requirements of Ordinance No. 3512, as amended, the same being the Zoning Ordinance of the City of Decatur, Illinois, and that the Zoning Map of said City be amended to show the granting and existence of this Conditional Use Permit.

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October, 2019.

JULIE MOORE WOLFE, MAYOR

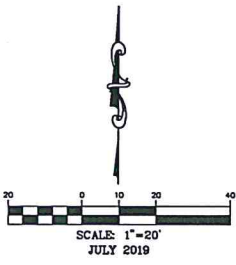
ATTEST:

KIM ALTHOFF, CITY CLERK

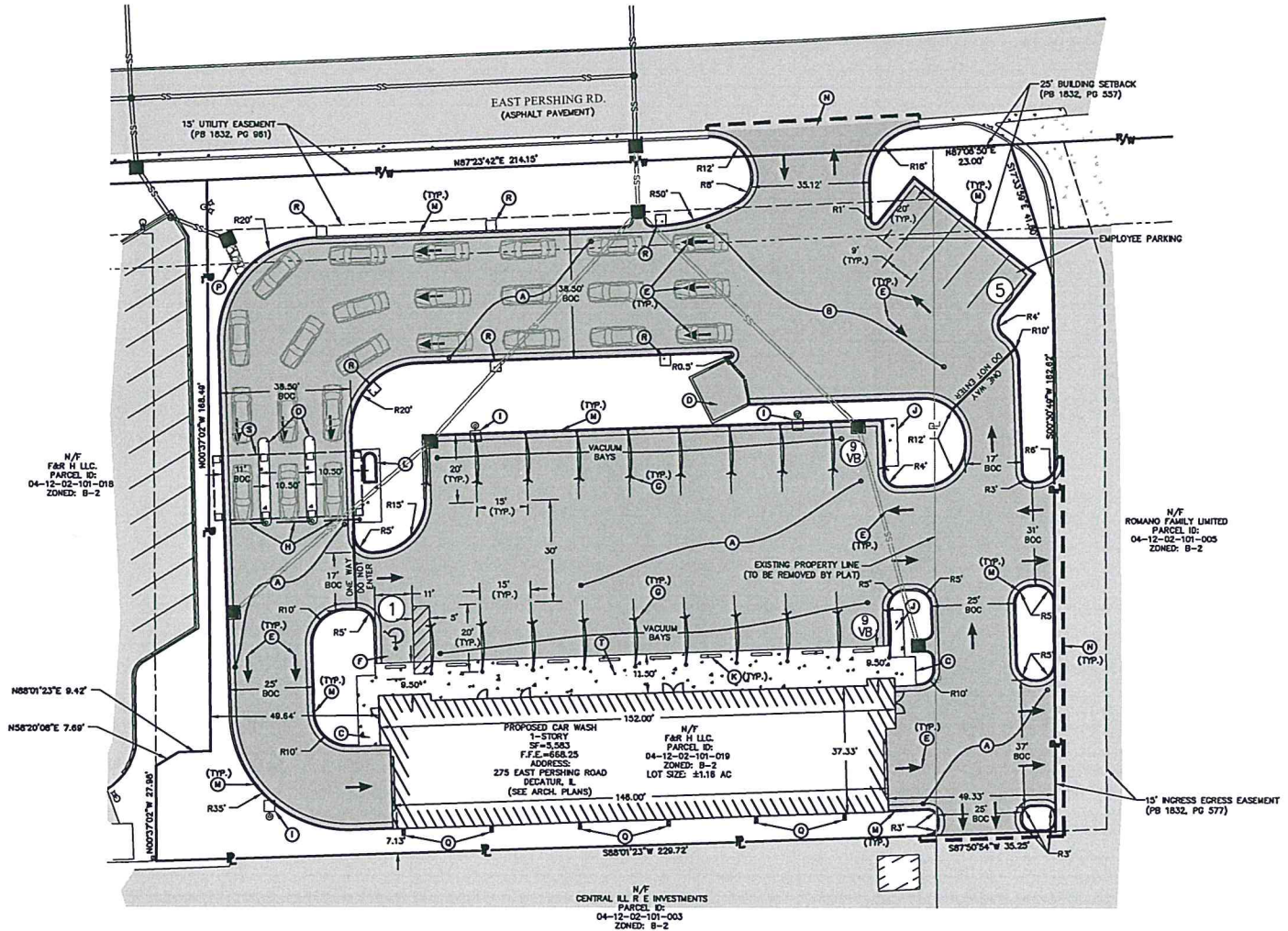
A graphic scale bar and north arrow. The scale bar is horizontal and marked with 0, 10, 20, and 40. The first 10 units are divided into alternating black and white squares. Below the bar, the text reads "SCALE: 1" = 20'" and "JULY 2019". Above the bar is a vertical north arrow pointing upwards, with a stylized arrowhead.

[illegible]

SITE PLAN



A
B
C
D
E
F
G
H
I
J
K
L



SITE LEGEND

- (A) NEW STANDARD DUTY CONCRETE PAVEMENT. SEE DETAIL, SHEET C10.
- (B) NEW HEAVY DUTY CONCRETE. SEE DETAIL, SHEET C10.
- (C) NEW CONCRETE SIDEWALK. SEE DETAIL, SHEET C10.
- (D) NEW TRASH ENCLOSURE. SEE DETAIL, SHEET C10.
- (E) NEW TRAFFIC FLOW ARROWS. SEE DETAIL, SHEET C10.
- (F) NEW ACCESSIBLE PARKING STALL WITH SIGNAGE AND STRIPING. SEE DETAIL, SHEET C10.
- (G) NEW VACUUM ARMS. SEE ARCH AND MEP PLANS.
- (H) NEW STOP ARM. SEE ARCH PLANS.
- (I) NEW LIGHT STANDARD. SEE MEP PLANS.
- (J) NEW 4'x14' CONCRETE PAD FOR VACUUM TURBINE. SEE MEP PLANS.
- (K) NEW WHEEL STOPS. SEE DETAIL, SHEET C10.
- (L) NEW ATTENDANT KIOSK. SEE ARCH PLANS.
- (M) NEW 6" CURB AND CUTTER. SEE DETAIL, SHEET C10.
- (N) CONTRACTOR TO SAW OUT EXISTING PAVEMENT FULL DEPTH TO ENSURE A SMOOTH JOINT.
- (O) NEW 3' WIDE CONCRETE ISLAND. SEE DETAIL, SHEET C10.
- (P) NEW RIP RAP SWALE. SEE DETAIL, SHEET C10.
- (Q) NEW 12'x2' RIP RAP DOWNSPOUT PAD.
- (R) NEW 3'x3'x4' CONCRETE PADS FOR SIGNS AND TRASH CANS.
- (S) NEW BUILDING CANOPY. SEE ARCH PLANS.
- (T) NEW 8" CONCRETE SIDEWALK.

LEGAL DESCRIPTION:
LOT TWO (2) OF F & R ADDITION, PER PLAT RECORDED IN BOOK 1832, PAGE 961 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS
AND ALSO LOT TWO (2) OF BRANSON ADDITION, AS PER PLAT RECORDED IN BOOK 1832, PAGE 577 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.
ALL SITUATE LYING AND BEING IN THE COUNTY OF MACON, AND STATE OF ILLINOIS.

FLOODZONE NOTE:
THIS SITE FALLS WITHIN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 17115C0189E, WITH A EFFECTIVE DATE OF JUNE 7, 2017.

NOTE:
ALL IMPROVEMENTS SHALL COMPLY WITH CITY AND/OR STATE CONSTRUCTION STANDARDS.

NOTE:
CONTRACTOR TO CONTACT JULIE BEFORE CONSTRUCTION BEGINS.

NOTE:
BUILDING SHALL BE MASONRY CONSTRUCTION. SEE ARCHITECTURAL PLANS.

NOTE:
ONLY CONTRACTORS LICENSED WITH THE CITY CAN WORK WITHIN THE RIGHT-OF-WAY.

NOTE:
SIGNAGE SHALL MEET REQUIREMENTS OF SECTION XXV OF THE CITY OF DECATUR ZONING ORDINANCE. SIGN PERMITS SHALL BE APPLIED FOR IN ACCORDANCE WITH THE CITY OF DECATUR ZONING ORDINANCE. ALL SIGNS SHALL BE LOCATED A MINIMUM OF 5 FEET FROM THE PROPERTY LINE. ALL SIGN DETAILS SHALL BE SUBMITTED WITH A SIGN PERMIT.

OWNER:
F&R H LLC
440 NORTH MONROE ST.
DECATUR, IL 62526

DEVELOPER:
TERC, LLC
1213 OLD HWY 63, STE 101
COLUMBIA, MO 65201

309-332-4574 (cell)
www.ochran.com
North Office
1000 North
Westfield, Missouri 63383

UCHRAN

Professional Engineer
Professional Surveyor
Professional Architect
Professional Land Surveyor
Professional General Contractor
Professional General Consultant
Professional Master Planning

Single State Certificate
of Authority Number:
184.005554-0002

For every day that you
on this site, contractor and
the state of any action
for utility location information
in 2019, a 10% fee for
construction required by these
regulations shall be paid
(i.e. Trenching, Boring, etc.)

LICENSED PROFESSIONAL ENGINEER
ERIC S. KROEMER
02-05702
STATE OF ILLINOIS
ERIC S. KROEMER
062.057067

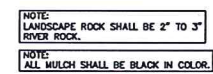
SITE IMPROVEMENT PLANS
CLUB CARWASH
275 E. PERSHING ROAD
DECATUR, IL

DATE	BY	REVISION
07/20/19	ESK	1

DATE: JULY 2019
SCALE: 1"=20'
PROJECT NO: M19-7708A
SHEET NO: C3

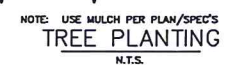


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N/F
F&R H LLC
PARCEL ID:
04-12-02-101-018
ZONED: B-2

DEVELOPER:
TERC., LLC.
1213 OLD HWY 63, STE 101
COLUMBIA, MO 65201



LANDSCAPE INSTALLATION NOTES:

PLANT SCHEDULE			
TREES	QTY	COMMON NAME / BOTANICAL NAME	SIZE
QUE	3	Quercus rubra	2"
MAL	2	Malus x 'Spring Snow'	1.5"
JUN	15	Juniperus virginiana 'Taylor'	6'

SHRUBS	QTY	COMMON NAME / BOTANICAL NAME	SIZE
BUX	14	Buxus microphylla asiatic 'Winter Gem'	24"
SPI	9	Spiraea japonica	24"



CLUB CARWASH
275 E. PERSHING ROAD
DECATUR, IL



City of Decatur, Illinois

PETITION FOR REZONING

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

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

424-2793
FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	TERC, LLC				
Address	1213 Old Hwy 63; Suite 101				
City	Columbia	State	MO	Zip	65201
Telephone	573-289-0077	Fax		E-mail	rbartels@clubcarwash.com
Property Owner	F&RH, LLC				
Address	440 N. Monroe St.				
City	Decatur	State	IL	Zip	62523
Telephone		Fax		E-mail	
Representative	Roland Bartels				
Address	1213 Old Hwy 63; Suite 101				
City	Columbia	State	MO	Zip	65201
Telephone	573-289-0077	Fax		E-mail	rbartels@clubcarwash.com

SECTION TWO: SITE INFORMATION

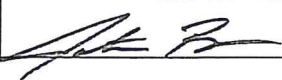
Street Address	275 & 303 E. Pershing Road				
Legal Description	Parcel 1: Lot 2 of F&R Addition per plat bk 1832 pg 961 Parcel 2: Lot 2 of Branson Addition per plat bk 1832 pg 577				
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6
	☐ B-1	☒ B-2	☐ B-3	☐ B-4	☐ O-1
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1	
Is this property a Planned Unit Development?					
☐ YES Approval Date: _____					
☒ NO					
Please list all improvements on the site:			Automated Carwash with vacuum bays		
Size of Tract	1.16	☐ SF	☒ AC		

SECTION THREE: REQUESTED ACTION

Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development? ☐ YES ☒ NO
	☐ B-1	☒ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Other:	Remains zoned B2					

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
Conditional Use Permit	

SECTION FOUR: JUSTIFICATION
<i>The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):</i>
The petitioner is respectfully requesting a conditional use permit for an automated carwash with vacuum bays. The site is currently zoned B2 and the City's code allows a carwash in a B2 district with a conditional use permit.

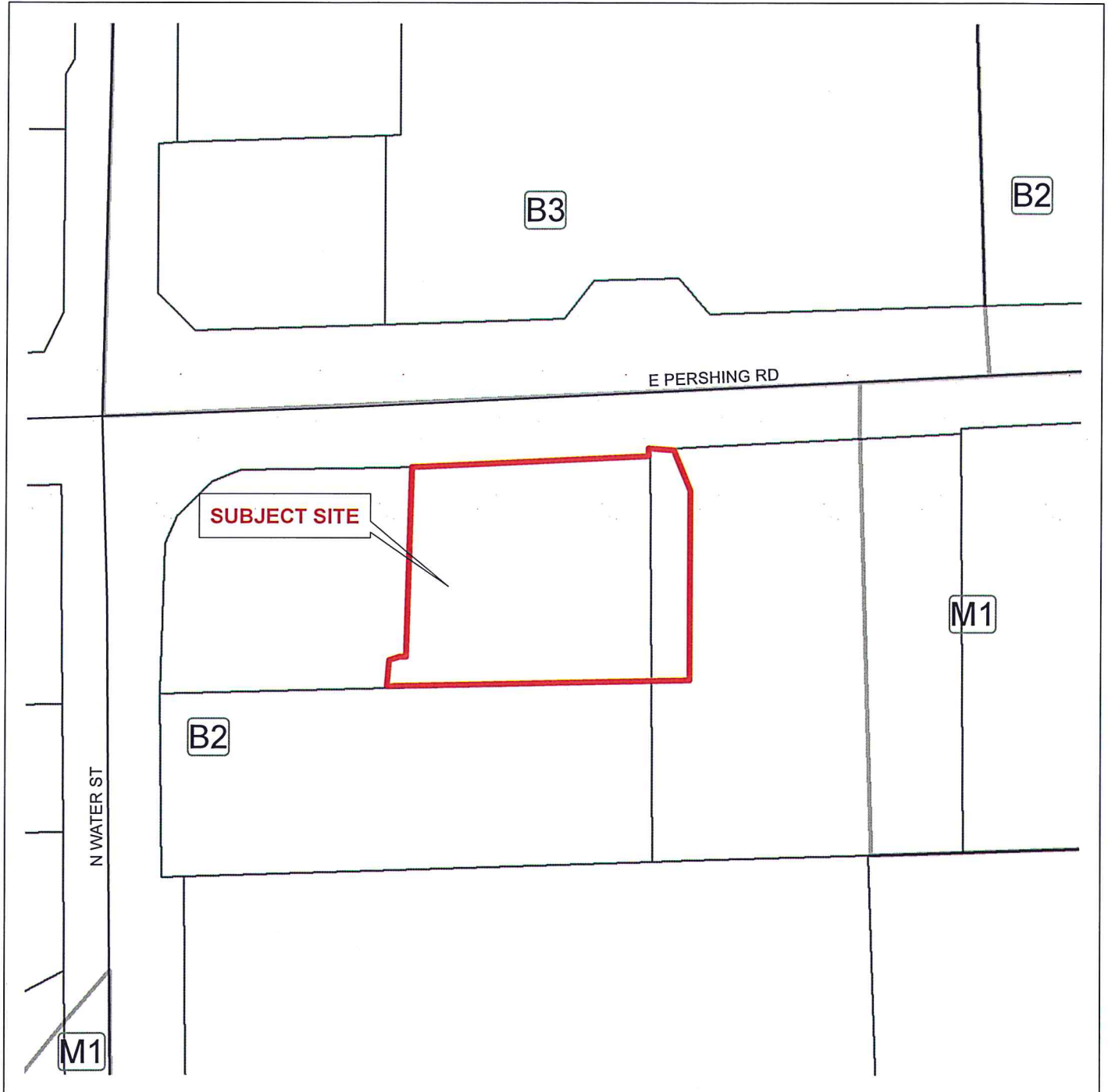
SECTION FIVE: CERTIFICATION			
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.		
Petitioner's Signature		Date	7/22/19

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

OFFICE USE ONLY	
Date Filed	
By	

Decatur City Plan Commission

275 & 303 E. Pershing Road



Case No.: 19-38
Date: September 5, 2019
Petition of: TERC, LLC
Requested Action: CUP in the B-2 District



0 95 190 380 Feet

Legend

- Decatur Roads
- Decatur Zoning
- ▨ Subject Site

Decatur City Plan Commission

275 & 303 E. Pershing Road



Case No.: 19-38
Date: September 5, 2019
Petition of: TERC, LLC
Requested Action: CUP in the B-2 District



Legend

- Decatur Roads
- Decatur Zoning
- ▨ Subject Site

STAFF REPORT

Decatur City Plan Commission

Hearing Date September 5, 2019
Case No. 19-38
Property Location 275 and 303 East Pershing Road
Request Conditional Use Permit (CUP) in the B-2 Commercial District to allow for an automated carwash with vacuum bays
Petitioner TERC, LLC
Representative Roland Bartels

BACKGROUND

The subject site is 1.16 acres in size, zoned B-2 Commercial District. The property is occupied by a closed, former car wash and a small commercial building (303 E. Pershing Road), a total of four structures.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Former Carwash	B-2	Retail
North	Shopping Center	B-3	Retail
South	Mostly Vacant Commercial Center	B-2	Retail
East	Commercial, Office	B-2	Retail
West	Fast Food Restaurant	B-2	Retail

PROJECT DESCRIPTION

The subject request is for a Conditional Use Permit to allow for the construction of a new automated tunnel carwash with multiple vacuum bays. The existing structures/buildings on the site are proposed to be demolished.

The proposed car wash structure will be 5,583 square feet in area and located on the south side of the site. It will contain a single-lane tunnel in which the vehicles will drive through. The drive-up lanes with stacking spaces for vehicles will feed into a single lane before entering the carwash. The primary entrance to the site is via a right-in/right-out curb cut on Pershing Road. Secondary points of ingress/egress are also located on the southeastern corner of the site.

STAFF ANALYSIS

Staff supports the requested Conditional Use Permit. Staff believes the proposed carwash use with multiple vacuum bays on this lot is appropriate and compatible with the neighboring commercial uses in the B-2 Commercial District.

According to Section XXII.A.3. there are three standards which must be met in order to grant a Conditional Use Permit. The first standard requires that the use be "necessary for the public

convenience at the location.” The proposed use of a carwash is generally compatible with the area. The surrounding uses are commercial in nature with a shopping center to the north, a mostly vacant commercial center to the south, a fast-food restaurant to the west and a bank/real estate office to the east. The subject site fronts on a major arterial roadway (Pershing Road), allowing visibility and access.

The second standard is “designed, located, and proposed to be operated that the public health, safety and welfare will be protected.” The facility is located and designed to be operated in a way the public health, safety and welfare will be protected. The on-site traffic circulation is efficient. There are ample stacking spaces for the proposed car wash. No traffic backing out to Pershing Road would be anticipated.

The third standard is the proposed use “will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.” The proposed carwash with vacuum bays should not cause injury to the value of other properties in the areas. The site was used for a carwash previously for over several years and it seems to have not had an adverse effect on the area.

STAFF RECOMMENDATION

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

1. No outside speakers shall be permitted except for the carwash drive-through facility.
2. The building located at 303 E. Pershing Road must be demolished before a Final Minor Plat is approved.
3. A Final Minor Plat must be approved and recorded before a Site Plan will be approved.
4. The trash enclosure must be screened as approved by the Department of Economic and Community Development.
5. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to permits being released.

PLAN COMMISSION ACTION

Section XXII.A.2. requires the Plan Commission to hold a public hearing on a Conditional Use Permit request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Case 19-38 to City Council by the Plan Commission with a recommendation is warranted.

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

Joselyn Stewart
Transportation Planner

ATTACHMENTS

1. Petition
2. Location Map
3. Site Plan

Excerpts from Plan Commission Meeting of September 5, 2019:

Case No. 19-38 Petition of TERC, LLC for a Conditional Use Permit in the B-2 Commercial District to allow for an automated carwash with vacuum bays located at 275 and 303 EAST PERSHING ROAD. Said premises are zoned B-2 Commercial District.

It was moved and seconded (Peoples/Howley) to forward Case No. 19-38 to the City Council with a recommendation of approval as set forth in the staff report.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request) with the following conditions:

1. No outside speakers shall be permitted except for the carwash drive-through facility.
2. The building located at 303 E. Pershing Road must be demolished before a Final Minor Plat is approved.
3. A Final Minor Plat must be approved and recorded before a Site Plan will be approved.
4. The trash enclosure must be screened as approved by the Department of Economic and Community Development.
5. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to permits being released.

Mr. Eric Kercher, representative for the petitioner, was sworn in by Mrs. Poland.

Mr. Kercher said the existing site will be completely demolished and a new automated carwash will be built. There will be eighteen (18) vacuum bays on the east side and stacking for approximately twenty-four (24) cars. The operating hours Monday through Saturday will be 7 A.M. to 8 P.M. and 8 A.M. to 8 P.M. on Sunday. Approximately two (2) cars per minute will go through this facility.

There were no questions and no objectors present.

Upon call of the roll, Commission members Mike Peoples, Jason Drake, Bruce Frantz, Terry Howley, Aryn Peters and Acting Chairman Kent Newton voted aye. Acting Chairman Newton declared the motion carried.

Economic & Community Development

DATE: 10/7/2019

MEMO: No. 19-54

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Raymond Lai, AICP, Economic and Community Development Director
Joselyn Stewart, Transportation Planner

SUBJECT: Ordinance Rezoning Property from M-2 Heavy Industrial District to M-1 Intense Commercial–Light Industrial District at 2504 North Water Street.

SUMMARY RECOMMENDATION: Staff recommends approval of this draft ordinance for the re-zoning. The City Plan Commission voted 6-0 to recommend approval of the petition at the September 5, 2019 meeting; the relevant draft minutes of the meeting are attached.

BACKGROUND:

The subject site located at 2504 North Water Street is currently zoned M-2 Heavy Industrial District. It consists of approximately 0.62 acres and is currently unoccupied.

The petitioner proposes to rezone the subject site from M-2 Heavy Industrial District to M-1 Intense Commercial-Light Industrial District with the intent to construct a restaurant. The proposed building will be 3,120 square feet (52' x 60'). A preliminary Site Plan is not required for a straight rezoning request such as the current petition and was not submitted.

The subject site is located within a mixed-use area and down-zoning to M-1 Intense Commercial – Light Industrial District should have no adverse effect on the general area or the City as a whole.

POTENTIAL OBJECTIONS: No objectors spoke at the Plan Commission meeting.

INPUT FROM OTHER SOURCES:

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

STAFF REFERENCE: Any additional questions may be forwarded to Joselyn Stewart (jstewart@decaturil.gov) or Ray Lai (rlai@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY FROM
M-2 HEAVY INDUSTRIAL DISTRICT TO M-1 INTENSE COMMERCIAL-LIGHT
INDUSTRIAL DISTRICT
-2504 NORTH WATER STREET -**

WHEREAS, on the 5th day of September 2019, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of DRAKE HOMES AND BILL DRAKE to rezone premises legally described as:

Beginning at a point on the East line of North Water Street, as now platted in the City of Decatur, Section 2, Township 16 North, Range 2 East, 3rd P.M., Macon County, Illinois that is North 0 degrees 23 minutes 23 seconds East (assumed bearing) 48.00 feet from the South line of the Northwest ¼ of said Section 2; thence continuing North 0 degrees 23 minutes 23 seconds East 133.41 feet on the East line of North Water Street; thence South 89 degrees 27 minutes 46 seconds East 201.70 feet; thence South 0 degrees 23 minutes 48 seconds West 130.05 feet; thence South 89 degrees 34 minutes 50 seconds West 201.70 feet to the point of beginning. (Except coal, oil, gas and other minerals underlying the surface of said land and all rights and easements in favor of Estate of said coal, oil, gas and other minerals.) Situated in Macon County, Illinois.

Permanent Tax ID: 04-12-02-151-004

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

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

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

Section 2. That said described premises be, and they are hereby rezoned from M-2 Heavy Industrial District to M-1 Intense Commercial-Light Industrial District.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



City of Decatur, Illinois

PETITION FOR REZONING

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

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

424-2793
FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Drake Homes / Bill Drake				
Address	1765 Beech Tree Rd				
City	Charleston	State	Illinois	Zip	61920
Telephone	217-345-6302	Fax	217-345-6311	E-mail	billd@drakehomes.com
Property Owner	MBR Management Group / Mark B Ratterman				
Address	201 N Main st. Suite 300				
City	St Charles	State	MO	Zip	63301
Telephone	636-947-4433	Fax		E-mail	mratterman@mbrmgt.co
Representative	Bill Drake / Drake Homes				
Address	1765 Beech Tree Rd				
City	Charleston	State	Illinois	Zip	61920
Telephone	217-259-7262	Fax	217-345-6311	E-mail	billd@drakehomes.com

SECTION TWO: SITE INFORMATION

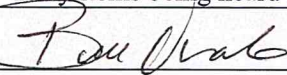
Street Address	2504 N Water Steet					
Legal Description	PT OF ESTATE OF BENJAMIN DAVIS~NW 1/4 N 133.41 OF S 181.4 ~OF E201.70 OF W 241.70 ~W 1/2 LOT 3 ~95BK2582/880					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☒ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						
Size of Tract	.62	☐ SF	☒ AC	Remove existing structure and all asphalt. Erect a 2 tenant Building with new concrete.		

SECTION THREE: REQUESTED ACTION

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

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
To build new Dominos Pizza	

SECTION FOUR: JUSTIFICATION
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):

SECTION FIVE: CERTIFICATION			
To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.			
Petitioner's Signature		Date	7-31-19

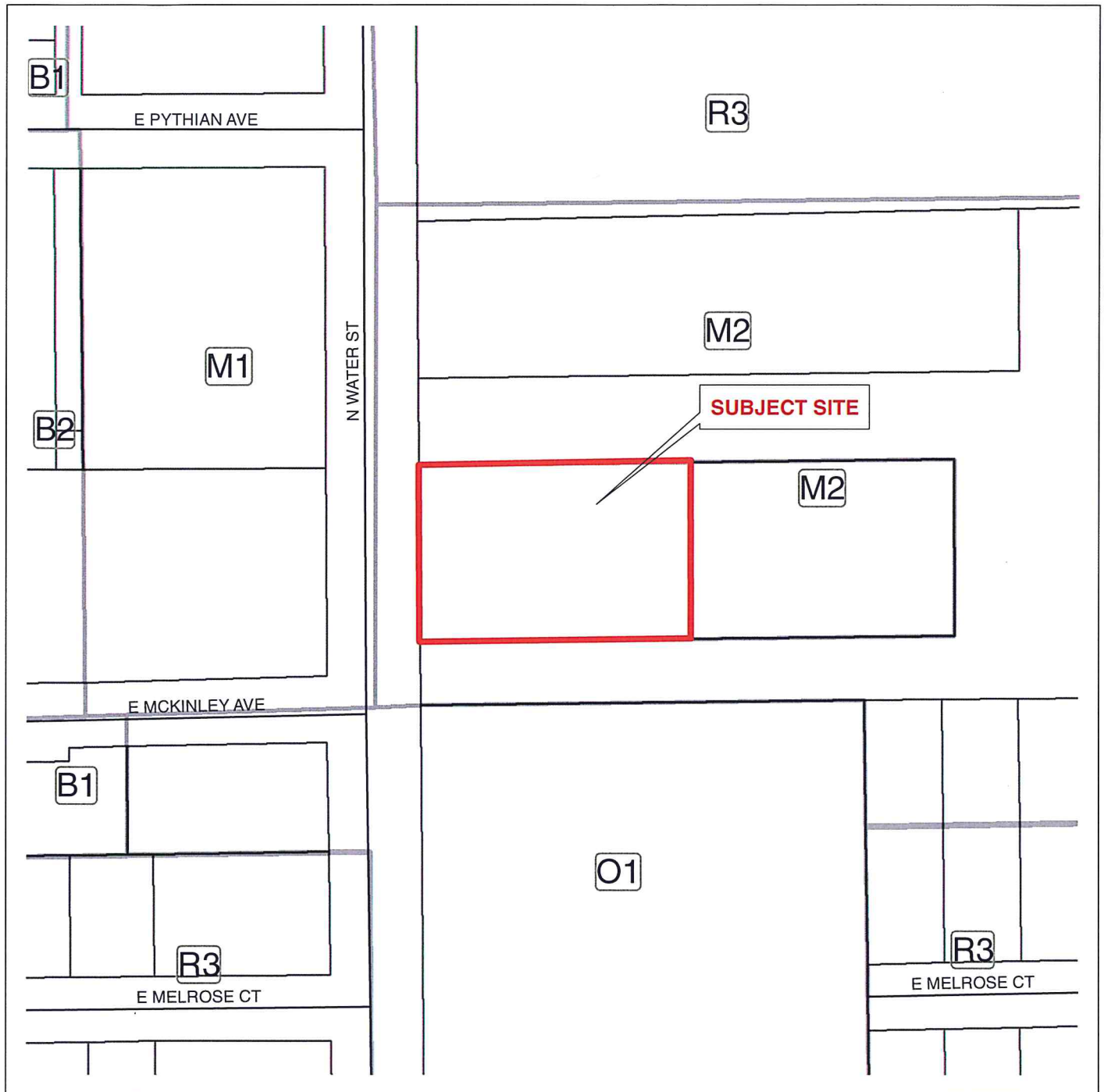
NOTES:	
1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees. 2. Signature of this petition grants permission to City staff to place a sign,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

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

Decatur City Plan Commission

2504 North Water Street



Case No.: 19-36
Date: September 5, 2019
Petition of: Drake Homes
Requested Action: Rezoning from M-2 to M-1



0 80 160 320 Feet

Legend

- Decatur Roads
- Decatur Zoning
- ▨ Subject Site

Decatur City Plan Commission

2504 North Water Street



Case No.: 19-36
Date: September 5, 2019
Petition of: Drake Homes
Requested Action: Rezoning from M-2 to M-1



0 80 160 320 Feet

Legend

- Decatur Roads
- Decatur Zoning
- ▨ Subject Site

STAFF REPORT
Decatur City Plan Commission

Hearing Date September 5, 2019
Case No. 19-36
Property Location 2504 North Water Street
Request Rezoning at 2504 North Water Street from M-2 Heavy Industrial District to M-1 Intense Commercial –Light Industrial District.
Petitioner Drake Homes, Bill Drake
Representative

BACKGROUND

The subject site located at 2504 North Water Street is currently zoned M-2 Heavy Industrial District. It consists of approximately 0.62 acres and is currently unoccupied.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Industrial	M-2	Employment
North	Industrial	M-2	Employment
South	Office	M-2, O-1	Employment
East	Industrial	M-2	Employment
West	Commercial	M-1	Heavy Commercial

PROJECT DESCRIPTION

The petitioner proposes to rezone the subject site from M-2 Heavy Industrial District to M-1 Intense Commercial-Light Industrial District with the intent to construct a restaurant. The proposed building will be 3,120 square feet (52' x 60'). A preliminary Site Plan is not required for a straight rezoning request such as the current petition and was not submitted.

STAFF ANALYSIS

The surrounding zoning includes M-2 Heavy Industrial District to the north, east and south; O-1 Office District to the south; and M-1 Intense Commercial- Light Industrial District to the west. Per the Macon County and Decatur Comprehensive Plan, the Future Land Use: Planning District 7 shows this area as Employment and Heavy Commercial. Since the site is proposed to be down-zoned from M-2 to M-1 which would permit less intensive uses, staff believes the requested M-1 zoning is reasonable and consistent and compatible with the surrounding properties in the M-1 and M-2 Districts.

The subject site is located within a mixed-use area and down-zoning to M-1 Intense Commercial – Light Industrial District should have no adverse effect on the general area or the City as a whole.

STAFF RECOMMENDATION

Staff recommends approval of the petition.

PLAN COMMISSION ACTION

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case 19-36 to City Council by the Plan Commission with a recommendation is warranted.

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

Joselyn A. Stewart
Transportation Planner

ATTACHMENTS

1. Petition
2. Location Map

Excerpts from Plan Commission Meeting of September 5, 2019:

Case No. 19-36 Petition of DRAKE HOMES AND BILL DRAKE to rezone the property located at 2504 NORTH WATER STREET from M-2 Heavy Industrial District to M-1 Intense Commercial – Light Industrial District. Said premise is zoned M-2 Heavy Industrial District.

It was moved and seconded (Peoples/Frantz) to forward Case No. 19-36 to the City Council with a recommendation of approval as set forth in the staff report.

Mrs. Joselyn Stewart was sworn in by Mrs. Janet Poland.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Mr. Bill Drake, petitioner, was sworn in by Mrs. Poland.

Mr. Frantz asked if the existing building was going to be demolished.

Mr. Drake said the entire site would be demolished and a new dine-in Domino's Pizza, is going to be built.

There were no objectors present.

Upon call of the roll, Commission members Mike Peoples, Jason Drake, Bruce Frantz, Terry Howley, Aryn Peters and Acting Chairman Kent Newton voted aye. Acting Chairman Newton declared the motion carried.

Economic & Community Development

DATE: 10/7/2019

MEMO: No. 19-56

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Raymond Lai, Director of Economic and Community Development
Richelle D. Irons, Neighborhood Services Manager

SUBJECT:

Adoption and authorization of expenditures for FY19-20 Annual Action Plan CDBG and HOME Funds

SUMMARY RECOMMENDATION:

Staff recommends adoption of the FY19-20 Annual Action Plan for CDBG and HOME funds. The U. S. Department of Housing and Urban Development reviewed and approved the City's Annual Action Plan for FY 19-20. This year's allocation includes \$1,411,581 in Community Development Block Grant funds and \$425,163 in HOME Investment Partnership funds.

BACKGROUND:

In accordance with the guidelines set forth by the U. S. Department of Housing and Urban Development (HUD), the Neighborhood Services Division develops an Annual Action Plan. The Annual Action Plan describes funding allocations for Fiscal Year 2019-20 along with strategic implementation of the priorities identified in the City's Five Year Consolidated Plan, FY 2015-2019 (see attached). The City Council reviewed and approved the CDBG and HOME funds during the adoption of the City's FY19 budget.

The FY19-20 Annual Action Plan is available for public review in three locations: Decatur Public Library, Decatur Housing Authority Administrative Office, and the Economic and Community Development Department. The final approved plan is available for review on the City's web site.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES:

Comments and information were secured through public meetings and input from a variety of community organizations.

STAFF REFERENCE: Should the City Council have any questions, they may contact Richelle D. Irons, Neighborhood Services Manager, at 424-2864 or e-mail riron@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Supporting Documentation	Backup Material

**RESOLUTION AUTHORIZING
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) and HOME
INVESTMENT PARTNERSHIP FUND (HOME) EXPENDITURES AND
ADOPTION OF THE FY 2019-20 ANNUAL ACTION PLAN**

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

Section 1. That the Community Development Block Grant (CDBG) and HOME Investment Partnership funds as outlined in the FY2019/2020 Annual Action Plan be, and the same are, hereby approved, adopted and placed on file.

Section 2. That the Director of Economic and Community Development and/or Neighborhood Services Manager, and the City Clerk be, are hereby recognized and directed to sign, seal and attest said Agreements, Environmental Reviews, and expenditures related to funds received from the U. S. Department of Housing and Urban Development on behalf of the City of Decatur.

PRESENTED AND ADOPTED this October 7, 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

FY2019-20 ANNUAL ACTION PLAN CDBG & HOME PROGRAM ALLOCATIONS

Below is a summary of the FY 2019-20 federal fund allocation based on a CDBG grant of \$1,411,581.

Grantee (G), Sub recipients (SR)		Allocation
G	General Administration/Indirect Costs	\$282,316
G	Section 108 Loan Repayment	\$195,000
G	Section 108 Interest Payment	\$14,648
G	CDBG Residential Rehabilitation	\$304,004
G	Emergency Program	\$50,000
G	Housing Rehabilitation Project Costs	\$96,259
G	Education Training	\$45,000
G	Code Enforcement	\$224,354
G	Demolitions	\$200,000
Total		\$1,411,581

Below is summary of the FY2019-20 federal fund allocation based on a HOME grant of \$425,163.

Grantee (G), Sub recipients (SR)		Allocation
SR	CHDO Projects (15% minimum)	\$63,774
G	Residential Rehabilitation	\$233,556
G	HOME Program Administration	\$42,516
G	Homebuyer Program	\$85,317
Total		\$425,163

Information Technology

DATE: 10/7/2019

MEMO: 2019-05

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT:

Resolution Authorizing an Indefeasible Right Of Use Agreement and Associated Sales Order with Decatur Public School District #61 to Obtain Dark Fiber from the City Of Decatur Fiber Network

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the attached resolution, authorizing the Mayor to execute a 20-year Indefeasible Right of Use Agreement and associated Sales Order with DPS #61 to provide two strands of Dark Fiber between the Decatur Civic Center and the Illinois Century Network (ICN) point of presence at Richland Community College (RCC).

BACKGROUND:

DPS #61 is seeking to utilize Decatur's city-wide fiber network to provide high speed computer connectivity between themselves and the ICN point of presence located at RCC to take advantage of internet access bandwidth being offered by the ICN at no charge to public K-12 schools.

This IRU Agreement gives DPS #61 the right to use two strands of City Fiber for an initial term of 20 years and further demands up-front payment for the right to use these dark fibers in addition to an annual fiber maintenance fee. DPS #61 is paying to use the fiber only, no electronics is provided in this agreement. This is a great opportunity for the City of Decatur to collaborate with the School District and in turn offset some of the city's expenses with its city-wide fiber network.

The city fiber DPS #61 plans to use is already in place and no further fiber construction is required. DPS #61 has already obtained approval to move forward with this project and has signed the attached IRU agreement and associated sales order. After Decatur City Council approval, the fiber will be turned over DPS #61 for testing and acceptance.

The up-front payment of \$13,790 as described in the IRU Agreement is due and payable when this agreement is signed by both Parties, received, and filed by the City of Decatur.

The annual maintenance fee of \$460.80 will be due and payable when DPS #61 begins using the fiber.

PRIOR COUNCIL ACTION: City Council has approved other IRU Agreements with Millikin University and the Central Illinois Regional Dispatch Center in the past.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: Decatur Public School District #61

STAFF REFERENCE: Jim Edwards, IT Director, 450-2236

BUDGET/TIME IMPLICATIONS: Revenue from the DPS #61 demanded by this IRU Agreement is a one-time payment to the City of \$13,790.00 and a reoccurring fiber maintenance fee of \$460.80 annually

ATTACHMENTS:

Description	Type
Council Resolution	Resolution Letter
DPS #61 IRU Agreement	Backup Material
DPS #61 Sales Order	Backup Material

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING AN INDEFEASIBLE RIGHT OF USE AGREEMENT
AND ASSOCIATED SALES ORDER WITH DECATUR PUBLIC SCHOOL DISTRICT
#61 TO OBTAIN DARK FIBER FROM THE CITY OF DECATUR FIBER NETWORK**

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

Section 1. That the Indefeasible Right of Use Agreement presented herewith to the City Council between the City of Decatur, Illinois and Decatur Public School District #61, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor be, and hereby, authorized to sign said agreement in substantially the same form as presented, on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 7th day of October 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

INDEFEASIBLE RIGHT OF USE AGREEMENT

CITY OF DECATUR, AN ILLINOIS MUNICIPALITY

AND

DECATUR PUBLIC SCHOOL DISTRICT #61

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	Definitions	3
2	Fiber System	5
3	Rights in the Fiber System	5
4	Payment	6
5	Configuration of the Fiber System	6
6	Acceptance and Testing of Dark Fibers	7
7	Documentation	8
8	Term of IRU	8
9	Interconnection with the Fiber System	8
10	Maintenance and Repair of the Fiber System	9
11	Permits; Underlying Rights; Relocation	10
12	Operation and Use of the Fiber System	10
13	Indemnity	11
14	Limitation of Liability	12
15	Insurance	12
16	Taxes, Fees and Other Impositions	13
17	Notices	14
18	Confidentiality	15
19	Default	16
20	Termination	17
21	Assignment and Transfer Restrictions	17
22	Representations, Warranties and Acknowledgments	17
23	General	18

EXHIBITS	TITLE	PAGE
A	Route Description	21
B	Fiber Specifications / Acceptance Testing	22
C	Technical Contacts	24
D	Maintenance Specifications and Procedures	25
E	Dark Fiber Acceptance Notice and Signature Page	29

AGREEMENT FOR INDEFEASIBLE RIGHT OF USE (IRU) OF FIBER

THIS IRU AGREEMENT ("Agreement") is made and entered into as of October 7, 2019 ("Effective Date"), by and between the City of Decatur, an Illinois Municipal Corporation ("CITY"), and Decatur Public School District #61 ("Customer").

RECITALS

WHEREFORE, CITY, owns, manages and maintains a fiber network, which is a high-speed telecommunications network that provides reliable communication links to and among Decatur schools, institutions of higher education, libraries, museums, research institutions, State agencies, units of local government, and other local entities who provide service to residents of the CITY; and,

WHEREFORE, CITY is building a fiber optic communication network throughout Decatur for use by the CITY and other interested third parties by extending its current system to other parts of the community to provide services to interested parties, to serve as a community development tool and to eventually provide redundancy in the current system. ("Fiber System"); and,

WHEREFORE, Customer desires to obtain from CITY rights to optical fiber strands as described in Exhibit A (attached hereto and incorporated by reference) in the Fiber System on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

Definitions. The following definitions shall apply to this Agreement.

"Access Fees" means all fees charged or assessed by any governmental authority with respect to those portions of the Fiber System located on or crossing or passing through lands owned or administered by such governmental authority including, without limitation, such as are calculated or otherwise based on the number of crossings, the aggregate distance of crossings, land value or the revenue, projected revenue, receipts, income, profits or other amounts calculated in a similar manner, of any Fiber System interest holder or its Affiliates.

"Affiliate" For the purpose of this Agreement, the term Affiliate when used herein shall mean and include all the officers, directors, employees and agents of the CITY.

"Anticipated Completion Date" means, subject to Events of Force Majeure and any other extensions of time provided for in this Agreement, the dates set forth in Exhibit A (attached hereto and incorporated by reference).

"Associated Property" means, the tangible and intangible property necessary for the use of the Dark Fiber (fiber without light) for the purposes described in this Agreement, including but not limited to the associated conduit. "Associated Property" does not include electronic, optronic, optical or other necessary equipment.

"Cable" means the fiber optic cable and the fibers contained therein, including the Dark Fiber, and associated splicing connections, splice boxes, and vaults to be installed by the CITY contractor as part of the Fiber System.

"Costs" means actual, direct costs paid or payable in accordance with U.S. generally accepted accounting principles consistently applied and which the CITY (or Customer, for purposes of Section 10.4) utilizes in billing third parties for reimbursable projects, including without limitation the following: (i) internal labor costs, including wages, salaries and benefits, and (ii) other direct costs and out-of-pocket expenses on a pass-through basis (e.g., equipment, materials, supplies, contract services, etc.).

"Customer POP" means a point of presence or terminal facility to which Customer has rights in and to, along the Dark Fiber route.

"Dark Fiber" means fiber without electronics at the end points to produce and receive light in the fiber.

"Dollars" or "\$" means U.S. dollars.

"Events of Force Majeure" means neither Party shall be in default under this Agreement if and to the extent that any failure or delay in such Party's performance of one or more of its obligations hereunder is caused by any Events of Force Majeure and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: Act of God; fire; flood; fiber, Cable, or other material failures, shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefore; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; strikes or other labor disputes; or inability to gain access to the Fiber System; or any other cause beyond the reasonable control of such Party.

"Impositions" means all taxes, fees, assessment levies, imposts, duties, charges or withholdings of any nature (including, without limitation, ad valorem, real property, gross receipts, franchise, license and permit fees), together with any penalties, fines or interest thereon arising out of the transactions contemplated by this Agreement and/or imposed upon the Fiber System, or any part thereof, by any federal, state or local government or other public taxing authority, including Access Fees.

"Interconnection" or "Interconnections" or "Interconnection Points" means a location along the fiber path where fiber is or can be spliced.

"Interest Rate" means the lower of (i) the highest rate permitted by law, or (ii) one and one-half percent (1.5%) per month, compounded monthly (equal to approximately 19.56% per year).

"Maintenance Window" or "MW" means a prearranged period of time reserved for performing certain work on the Fiber System that may potentially impact traffic. Generally, this will be

restricted to weekends, avoiding the first and last weekend of each month and high-traffic weekends.

"Party" or "Parties" shall mean City and Customer.

"Person" means any individual, corporation, partnership, Limited Liability Company, joint venture, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"Proportionate Share" means, with respect to Customer, CITY, or any other Person that is an interest holder, and for each segment, the Costs shall be shared as follows: (a) if the affected segment includes any conduit housing the Dark Fiber, the Pro Rata Share of Costs shall be allocated equally among all of the affected conduits and (b) the Costs related to the conduit carrying the Dark Fiber plus Costs specifically related to fibers optic strands within such conduit, shall be allocated between Customer and the CITY and other Persons that are interest holders based on the ratio to which the number of Dark Fiber bears to the total number of fiber optic strands in such conduit. If this fraction varies over portions of a particular segment, then the Pro Rata Share shall be equal to the weighted average (weighted by length as set forth in the CITY's As-Built Drawings) of such relevant portions. For example, if the fraction for 100 feet of the affected segment is 0.1 and the fraction for the remaining 50 feet of the affected segment is 0.07, the weighted average for the entire segment would be 0.09.

ARTICLE 2

FIBER SYSTEM

The CITY Fiber System will generally connect the "A" and "Z" endpoints identified in Exhibit A. (attached hereto and incorporated by reference). The route between each set of end points is hereafter referred to as a segment. CITY shall use commercially reasonable efforts to complete and test the dark fiber and provide a Completion Notice to Customer on or before the Completion Date set forth in Exhibit A.

ARTICLE 3

RIGHTS IN THE FIBER SYSTEM

3.1 As of the Effective Date, CITY shall grant to Customer and Customer shall receive from CITY (a) an exclusive indefeasible right of use of dark fibers set forth in Exhibit A that will be specifically identified by CITY in the Cable ("Dark Fiber"), and (b) the associated and non-exclusive indefeasible right to use the Associated Property, all such rights upon and subject to the terms and conditions set forth in this Agreement (collectively, the "IRU").

3.2 The IRU does not include the right of Customer to own, control, maintain, modify or revise the Dark Fiber or any Associated Property in CITY facilities, the right of physical access to the Fiber System, the right to encumber the Fiber System in any manner, or the right to use any other portion of the Fiber System, except as expressly set forth herein.

3.3 CITY shall retain legal title in the fiber assets throughout the duration of the IRU, and nothing in this agreement shall convey any legal title to real or personal property, nor shall it create any security interest in said property. CITY represents, warrants and agrees that, for all purposes, including, without limitation, for purposes of Section 541(d) of the Bankruptcy Code, with the granting of the Dark Fiber IRU hereby, CITY transfers its equitable interest in the Dark Fiber to Customer for the Term and retains any legal title.

ARTICLE 4

PAYMENT

4.1 In consideration of this agreement for the CITY to grant this IRU to Customer, Customer agrees to pay to CITY a non-recurring fee for each Segment as set forth in Exhibit A ("IRU Fee"). The IRU Fee is due and payable on the execution date of this agreement.

4.2 Also in consideration of this agreement, for the CITY to grant this IRU to Customer, Customer agrees to pay to CITY a recurring annual maintenance fee for each fiber mile as set forth in Exhibit A.

4.3 Total prepayment amount for this IRU agreement is set forth in Exhibit A. This advance payment is due upon the execution of this agreement and signed by both parties.

4.4 In addition to the amounts payable under Sections 4.3, Customer shall pay directly or reimburse CITY for all other sums, costs, fees and expenses incurred to complete any additional work requested in writing by Customer related to this Agreement including, but not limited to, hand hole placement, conduit work, or splicing. For any such additional work, CITY will propose the scope of work and cost to the Customer and mutually work with the Customer on the final design and cost of such work.

4.5 If Customer fails to make any payment under this Agreement when due, then, in addition to such sum and to any other rights and remedies that CITY may have, Customer shall pay Interest on such unpaid amount at the Interest Rate defined and set forth in Exhibit A. Customer's obligation to pay any amounts under this Agreement shall not be subject to any rights of set-off, counterclaim, deduction, defense or other right that Customer may have against CITY or any other Person.

ARTICLE 5

CONFIGURATION OF THE FIBER SYSTEM

5.1 CITY shall have full and complete control and responsibility for determining any routing configurations of the Fiber System. CITY may route the Dark Fiber through any CITY facility in its reasonable discretion. Each Party shall have full and complete control and responsibility for determining network and service configurations or designs, re-grooming, rearrangement or consolidation of channels or circuits and all related functions with regard to the use of that Party's fiber.

5.2 Customer specifically acknowledges that Customer is responsible for all engineering, design and construction work on the Customer side of each Connecting Point, in addition to securing its own rights and related costs to access, occupy, and conduct typical broadband operations up to the Connecting Point (which may include, but not be limited to, construction permits and right away rights). Collectively, these Customer responsibilities are defined as "Customer Requirements". CITY acknowledges the Customer Requirements, and Customer will work diligently to finalize such considerations in order for CITY to complete its work by the Anticipated Completion Date. Customer acknowledges that any delay in Customer completing/providing Customer Requirements may delay CITY from completing work at any Connecting Point. In the event that Customer has not completed/provided the Customer Requirements by an agreed-upon date in order to allow CITY to complete work at any Connecting Point (including Fiber Acceptance Testing (see Article 6)) on or before the Anticipated Completion Date, then CITY may continue with the acceptance procedures to the extent possible and invoice for the services under this Agreement as if all locations were completed by the Anticipated Completion Date, provided that the CITY Fiber System at the Connecting Point meets Fiber Acceptance Testing procedures upon Customer's completion of the Customer Requirements. Upon receipt of said invoice, Customer shall remit payment for the services performed herein and in accordance with the terms of this Agreement.

5.3 Customer acknowledges and agrees that CITY is not supplying nor is CITY obligated to supply to Customer any optronics or electronics or optical or electrical equipment or other facilities, all of which are solely the responsibility of Customer, nor is CITY responsible for performing any work other than as specified in this Agreement.

ARTICLE 6

ACCEPTANCE AND TESTING OF DARK FIBERS

6.1 Dark fiber specifications set forth in Exhibit B (attached hereto and incorporated as reference) define acceptable Dark Fiber specifications within the CITY Fiber network.

6.2 Customer will be notified on or before the Anticipated Completion Date in Exhibit A by email when the fiber contracted for in this agreement is tested and ready to use, "Fiber Ready" date. Within 90 days of the Fiber Ready date of this agreement, Customer shall provide CITY with a written and or electronic notice accepting the Dark Fiber by signing the notice referenced in Exhibit E (attached hereto and incorporated by reference) or rejecting the Dark Fiber by specifying in writing the defect or failure in the Fiber Acceptance Testing. If Customer fails to notify CITY of Dark Fiber acceptance or rejection within 90 days following the Fiber Ready date of this Agreement, Customer shall be deemed to have accepted such Dark Fiber. The date of such notice of acceptance or deemed acceptance of the Dark Fiber shall be the "Acceptance Date." In the event of any good faith rejection by Customer, CITY shall take action as necessary, and as expeditiously as practicable, to correct or cure such defect or failure in accordance with Fiber Acceptance Testing. The foregoing procedure shall apply again and successively thereafter until CITY has remedied all defects or failures. The foregoing notwithstanding, if Customer uses the Dark Fiber other than for testing prior to acceptance, such use shall constitute acceptance of the Dark Fiber and the first date of such use shall be the Acceptance Date.

6.3 If Customer rejects the Dark Fiber even though CITY reasonably believes the test

results conform to the specifications set forth in Exhibit B, the Parties shall work together to do cooperative testing, sharing the cost equally, to determine whether the test results conform to specifications. In the event the cooperative testing continues to demonstrate that the Dark Fiber conforms to the specifications in Exhibit B, and Customer continues to reject the Dark Fibers for forty-five (45) days after CITY made viable Dark Fibers available to Customer, this Agreement shall automatically terminate, and Customer shall pay 50% of the IRU Fee as a penalty for early termination.

ARTICLE 7

DOCUMENTATION

Within ninety (90) days of the date of a Completion Notice, CITY shall provide a route map to Customer in electronic format. At a minimum, the maps will show demarcation points, route, and existing splice point locations. CITY shall provide updated maps to Customer upon request, not to exceed two times in any 12-month period.

ARTICLE 8

TERM OF IRU

8.1 The IRU shall be granted and become effective when the Acceptance Date has occurred ("IRU Effective Date") and, subject to Section 8.2 and Articles 11, 19, 20, the IRU shall extend for a period of twenty (20) years thereafter ("Term").

8.2 Upon the expiration of the Term all rights to use of the Dark Fiber and any related rights granted hereunder, shall revert to CITY without reimbursement of any of the IRU Fee or other amounts previously paid, or required to be paid, by Customer hereunder, and Customer shall have no further right hereunder to use the Dark Fiber or any related Associated Property or CITY facilities. Upon written request from the Customer and at least 30 days prior to the expiration of the Term, the CITY will extend this IRU in 5-year increments for no additional IRU Fee as long as the fiber maintenance defined in Sections 4.2 is paid and current.

ARTICLE 9

INTERCONNECTION WITH THE FIBER SYSTEM

9.1 The Customer shall pay for Interconnection of its communications system with the Dark Fiber at the connecting points identified in Exhibit A. All Interconnections of the Dark Fiber and all other work with respect to the Fiber System shall be performed by an approved CITY fiber contractor. It is the responsibility of the Customer to obtain all governmental and other approvals and consents necessary with respect to work being completed at the Connecting Points.

9.2 Interconnection Points by Customer other than those required to fulfill this IRU request are prohibited without CITY'S written approval. The CITY may grant or withhold such approval in its sole and absolute discretion. Customer and CITY shall mutually configure the

scope of work. Customer shall be responsible for the costs of any such additional Interconnections.

9.3 Customer understands that work requested under this Article 9 may cause the CITY to incur additional obligations with third parties ("Third Party Obligations"). Customer hereby agrees to pay or reimburse CITY for any fees associated with such Third-Party Obligations, provided that CITY will inform Customer of these additional obligations in writing prior to incurring them, and Customer may then choose whether to request performance of the work.

ARTICLE 10

MAINTENANCE AND REPAIR OF THE FIBER SYSTEM

10.1 From and after the IRU Effective Date, the maintenance of the Fiber System shall be provided in accordance with the CITY standard maintenance specifications and procedures set forth in Exhibit D (attached hereto and incorporated by reference). Customer agrees to pay CITY for Fiber Maintenance in accordance with the provisions set forth in Exhibit A. CITY reserves the right to increase the Fiber Maintenance Fee specified in Exhibit A following the 1st year from and every year thereafter the IRU Effective Date by an amount equal to the increase in the Consumer Price Index published by the United States Department of Labor & Bureau of Labor Statistics.

10.2 From and after the IRU Effective Date, in the event that all or any part of the Fiber System within such Segment is damaged or destroyed such that a Service Affecting Condition exists on the Dark Fiber, CITY shall resolve such Service Affecting Condition utilizing its standard procedures set forth in Exhibit D. Notwithstanding anything contained herein to the contrary, CITY shall not incur any liability to Customer by reason of a Service Affecting Condition, except its obligation to resolve such Service Affecting Condition as set forth in this Section, and Customer shall not be entitled to any credits for IRU Fees or any other payment paid or to be paid by the Customer pursuant to this Agreement by reason of such Service Affecting Condition. For purposes of this Section, "Service Affecting Condition" shall mean any condition that causes loss of traffic to Customer, except where the condition is caused by a deficiency in Customer's electronics or other equipment.

10.3 The maintenance services to be provided by CITY include non-routine maintenance and repair of the Fiber System in response to an actual or potential failure, interruption or impairment in the operation of the Fiber System like; any request by a third party to relocate a portion of the fiber, or any act of God like sink holes involving the segment of the Fiber System where the Customer is part owner. ("Unscheduled Maintenance"). Any Unscheduled Maintenance Costs found to be the responsibility of the fiber owners will be allocated among the various owners and other interest holders for the affected portion of the Fiber System, including Customer. Customer will be responsible for its Proportionate Share of any such Unscheduled Maintenance Costs, which will be invoiced by CITY to Customer. In this agreement the Proportionate Share to the Customer is equal to two (2) of one hundred forty-four (144) fibers or 1.4% of the total Unscheduled Maintenance Costs for this segment.

10.4 Customer shall have no right to physically access the Fiber System or maintain, adjust, align or attempt to repair the Dark Fiber. Notwithstanding the foregoing, this provision shall

not limit CITY'S ability or right to pursue a claim for damages to equipment or facilities caused by Customer and in no event shall this provision authorize Customer to access a Fiber System manhole, hand hole or other element of the Fiber System.

10.5 Unless otherwise agreed to in writing by the Parties, nothing in this Agreement shall obligate CITY to maintain Customer's optronic, electrical, optical or other equipment, all of which are the obligation and responsibility of Customer.

10.6 Neither Party shall adjust, remove, relocate, align or attempt to repair the other Party's equipment except as expressly authorized in advance in writing by the other Party. Each Party will be liable for any loss or damage to the other Party's equipment arising from that party's negligence, intentional act, unauthorized maintenance.

ARTICLE 11

PERMITS; RELOCATION

11.1 Subject to the terms and provisions of this Agreement, CITY shall use commercially reasonable efforts to obtain and maintain during the Term, certain rights of way and other agreements which are necessary for the use of the Fiber System by the CITY in accordance with this Agreement.

11.2 If, after the Acceptance Date with respect to any Segment, CITY is required (i) by a third party with legal authority to so require or (ii) by an act of nature (including, without limitation, erosion, earthquakes, flood, sinkhole, etc.), (iii) or if Customer agrees, to relocate any portion of the Fiber System, with respect to such Segment, including any of the facilities used or required in providing the IRU, CITY shall proceed with such relocation, including without limitation, the right, in good faith, to reasonably determine the extent of, the timing of, and methods to be used for such relocation; provided that any such relocation shall incorporate fibers meeting or exceeding the specifications of the Dark Fiber. In the event of any such relocation, CITY shall use commercially reasonable efforts to minimize any service interruptions.

11.3 CITY shall notify Customer in writing of Customer's Proportionate Share of the Costs of relocation. If Customer consents to the relocation, then Customer shall be responsible for its Proportionate Share of the Costs of relocation, which will be invoiced to Customer by CITY. If Customer does not consent, then it shall terminate this Agreement with respect to the Dark Fiber that requires relocation, and Customer shall have no further payment obligations with respect to it effective 30 days after Customer provides CITY notice.

ARTICLE 12

OPERATION AND USE OF THE FIBER SYSTEM

12.1 Customer represents, warrants and covenants that it will use the Dark Fiber in compliance with and subject to all applicable government codes, ordinances, laws, rules and regulations. Notwithstanding anything to the contrary contained herein, Customer shall secure, prior to the IRU Effective Date with respect to each Segment and maintain in full force and effect

during the Term, any and all necessary approvals, consents, rights of way, permits, franchises, licenses or similar approvals from all governmental and other authorities which are necessary or required to be obtained by Customer for the CITY to grant the IRU to Customer and for the use and operation of the Dark Fiber by Customer.

12.2 Subject to the limitations set forth in this Agreement, Customer may use the Dark Fiber for lawful broadband purposes including, but not limited to voice, data and video transmission services. Customer agrees and acknowledges that it has no right to use any of the fibers that are part of the Fiber System, other than the Dark Fiber secured by this IRU. Customer shall keep any and all the Fiber System free from any liens, rights or claims of any third party attributable to Customer.

12.3 Customer and CITY shall promptly notify each other of any matters pertaining to, or the occurrence (or impending occurrence) of, any event which would be reasonably likely to give rise to any damage or impending damage to or loss of the Fiber System, or traffic thereon, that are known to such Party. Customer and CITY each agree to cooperate with and support the other in complying with any requirements applicable to their respective rights and obligations hereunder.

12.4 Customer shall not use its broadband systems in a way that interferes in any way with or adversely affects the use of the fibers or cable of any other person using the Fiber System. Customer acknowledges that the Fiber System includes or will include other participants, including the CITY and other owners and users of broadband systems.

12.5 If Customer elects to abandon use of the Dark Fiber after the first 20-year term of this agreement, it shall notify CITY in writing of the effective date of the abandonment. Customer will not be entitled to a refund of any portion of the prepaid IRU Fee. After the date of abandonment, Customer's liability for Maintenance Fees with respect to the abandoned route will end ninety (90) days from the date that Customer delivers written notice of abandonment to CITY. Customer will remain liable for all fees associated with returning Dark Fiber to its initial state, as it was prior to Customer Interconnections and prior to customer purchase of Dark Fiber.

ARTICLE 13

INDEMNITY

Customer shall indemnify and hold harmless the CITY, its Affiliates, and all officers, directors, employees, stockholders, partners and agents of the CITY and its Affiliates ("Indemnified Parties") from and against any and all claims, demands, costs, damages, losses, liabilities, joint and/or several, expenses of any nature including reasonable attorneys', accountants', and experts' fees and disbursements, and judgments, fines, settlements and other amounts ("Damages") arising from any and all civil, criminal, administrative or investigative claims, demands, actions, suits or proceedings ("Claims") relating to or arising out of:

- (a) Any failure of Customer to observe or perform the terms and provisions of this Agreement;

- (b) Any failure of any representation or warranty made by Customer herein to be true in any material respect as of the date made or deemed made;
- (c) Any Claim of any third party resulting from the negligence or willful misconduct of Customer; and
- (d) Any Claim of any customer of Customer.

The Indemnified Parties shall promptly notify Customer of the nature and amount of such Claim and the method and means proposed by the Indemnified Parties for defending or satisfying such claim. The Indemnified Parties shall consult with the Customer respecting the defense and satisfaction of such claim, including the selection of and direction to legal counsel, and the Indemnified Parties shall not pay or settle any such claim without the prior written consent of the Customer, which consent shall not be unreasonably withheld. Nothing herein contained shall be construed as prohibiting the Indemnified Parties from retaining their own legal counsel and defending any actions or suits brought against them and, in such event, the Indemnified Parties shall be liable for all costs and fees incurred solely in the defense of any such claim, demand or suit. The Indemnified Parties will coordinate any defense with Customer.

ARTICLE 14

LIMITATION OF LIABILITY

CITY'S LIABILITY HEREUNDER SHALL NOT EXCEED THE UNUSED PORTION OF THE IRU FEE, IF ANY, BASED ON THE TIME PERIOD REMAINING IN THE TERM OR ANY RENEWAL TERM WHEN THE EVENT GIVING RISE TO LIABILITY OCCURS. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NO PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RESULTING FROM A PARTY'S PERFORMANCE OR FAILURE TO PERFORM ANY TERM OR PROVISION OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS MADE UNDER THEORIES OF CONTRACT OR THEORIES OF TORT (INCLUDING STRICT LIABILITY).

ARTICLE 15

INSURANCE

15.1 Following the Acceptance Date, Customer is required to provide a minimum limit of \$1,000,000 for General Liability insurance coverage. This will provide coverage for any property damage or bodily injury as a result of work related to the fiber provided to customer in this Agreement.

15.2 Customer is also required to name the City of Decatur as additional insured on the policy. The policy will need to remain in effect as long as the Customer utilizes the fiber optic strands outlined by this contract.

ARTICLE 16

TAXES, FEES AND OTHER IMPOSITIONS

16.1 The parties acknowledge and agree that it is their mutual objective and intent to (a) minimize the aggregate Impositions payable with respect to the Fiber System, and (b) share such Impositions according to their respective interests in the Fiber System. They agree to cooperate with each other and coordinate their efforts to achieve such objectives in accordance with the provisions of this Article.

16.2 CITY shall be responsible for and shall timely pay any and all Impositions imposed or assessed prior to the Acceptance Date.

16.3 Following the first Acceptance Date, Customer shall be responsible for and shall pay (a) all Impositions imposed on, based on, or otherwise measured by the gross receipts, gross income, net receipts or net income received by or accrued to Customer with respect to the use of the Dark Fiber; or (b) all Impositions which have been separately assessed, allocated to, or imposed on the Dark Fiber including, but not limited to ad valorem property taxes and the Third Party Obligations. If the Dark Fiber is the only fiber located in a Cable from the point where the Cable leaves the Fiber System right-of-way to a Customer POP, Customer shall be solely responsible for any and all Impositions imposed on or with respect to such portion of the Fiber System. To the extent such Impositions are not separately assessed, allocated to or imposed on the Dark Fiber, CITY will pay, or request concurrent payment by CITY and Customer of, all such Impositions. CITY shall notify Customer of such Imposition, and Customer shall promptly reimburse CITY for (or pay concurrently) Customer's share of all such Impositions, which shall be determined as follows:

- (a) To the extent that such Impositions are calculated based on the revenue, projected revenue, receipts, income or profits of Customer or its Affiliates, Customer will be responsible for the portion of the amount of such Impositions as is calculated based on the revenue, projected revenue, receipts, income or profits of Customer or its Affiliates;
- (b) To the extent that such Impositions are calculated based on the revenue, projected revenue, receipts, income or profits of CITY or its Affiliates, CITY will be responsible for the portion of the amount of such Impositions as is calculated based on the revenue, projected revenue, receipts, income or profits of CITY or its Affiliates;
- (c) Otherwise, Customer will be responsible for its Proportionate Share of the Impositions and CITY will be responsible for its Proportionate Share of the Impositions.

16.4 CITY shall have the right to contest any Imposition (including by nonpayment of such Imposition). The out-of-pocket costs and expenses incurred by CITY in any such contest shall be shared by CITY and Customer in the same proportion as to which the parties would have shared in such Impositions as they were assessed. Any refunds or credits resulting from a contest brought pursuant to this Section 16.4 shall be divided between CITY and Customer in the same

proportion as separately determined or as originally assessed. In any such event, CITY shall provide timely notice of such challenge to Customer.

16.5 CITY and Customer agree to cooperate fully in the preparation of any returns or reports relating to the Impositions. CITY and Customer further acknowledge and agree that the provisions of this Article are intended to allocate the Impositions on procedures and methods of computation that are in effect on the date of this Agreement. Material changes in such procedures and methods could significantly alter the fundamental economic assumptions of the parties underlying this Agreement. Accordingly, the parties agree that, if such procedures or methods of computation change materially, the parties will negotiate in good faith an amendment to this Article 16 to preserve, to the extent reasonably practicable, the economic intent and effect of this Article.

ARTICLE 17

NOTICES

Unless otherwise stated herein, all notices and other communications required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service or overnight mail) addressed as follows:

If to Customer:

For Administrative/Payment Notices:

Decatur Public School District #61
Director of Information Technology
300 East Eldorado Street
Decatur, IL 62526

For Legal Notices:

Same as above

If to CITY:

For Dark Fiber Acceptance or Rejection notice:

**City of Decatur
Information Technology Director
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523**

For Payments:

**City of Decatur
Accounts Receivable
#1 Gary K. Anderson Plaza
Decatur, IL 62523**

For Legal Notices:

**City of Decatur
Attn: Legal Department
#1 Gary K. Anderson Plaza
Decatur, IL 62523**

With a copy to:

**City of Decatur
ATTN: Information Technology Director
#1 Gary K. Anderson Plaza
Decatur, IL 62523**

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either Party may by, similar notice given, change the address to which future notices or other communications shall be sent.

ARTICLE 18

CONFIDENTIALITY

18.1 Each party, including its agents and subcontractors, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Each party recognizes and acknowledges that the Parties are each subject to the laws of the State of Illinois and the Freedom of Information Act and, as such, will comply with the provisions of the Act as required by law. Customer information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. Any request for documents related to this Agreement shall be provided to the other Party in sufficient time for an objection to disclosure of the requested documents to be made. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law, either during the period of the contract or thereafter. The Parties must return any and all confidential data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of either Party, or notify the Party of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party, received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party, now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party, or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

18.2 The City and the School District recognize that the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, et. seq.) ("FERPA") and the Illinois School Student Records Act (105 ILCS 10 et. seq.) ("ISSRA") impose substantial limitations upon the circumstances under which student record information may be disclosed to persons who are not the student's parents/guardians or employees of the School District. The City shall abide by all applicable laws,

regulations and rules concerning restrictions on disclosure and re-disclosure of student record information pursuant to ISSRA and FERPA, and the City shall not violate nor direct the violation of ISSRA, FERPA or Board of Education rules regarding disclosure and/or re-disclosure of student records.

ARTICLE 19

DEFAULT

19.1 The following events shall constitute (Events of Default), the occurrence of which shall constitute a material breach of this Agreement and entitle the non-defaulting party to seek the rights and remedies available to it under the terms of this Section 19, Default:

- (a) Failure by Customer to pay any amount when due and such failure is not cured within thirty (30) calendar days following receipt of written notice of such failure, or
- (b) Failure by either party to observe or perform any other material obligation under this Agreement when such failure shall continue for a period of thirty (30) calendar days (or such longer period as may be agreed upon by the parties in writing; provided that the defaulting party commences to cure such failure within such thirty (30) calendar day period and thereafter diligently pursues such cure) after written notice.

19.2 Rights and Remedies of Customer. Upon the occurrence of an Event of Default by or with respect to the CITY, Customer shall be entitled to terminate this Agreement.

19.3 Rights and Remedies of the CITY. Upon the occurrence of an Event of Default by or with respect to Customer, the CITY shall have the right to: (i) terminate the Agreement; (ii) recover actual amounts owed by Customer to the CITY that accrued on or prior to the date of termination; and/or (iii) recover Damages. In addition to the foregoing, Customer shall be deemed to have abandoned the Dark Fiber, and to have conveyed to CITY all right, title and interest in and to the Dark Fiber. Customer shall provide to the CITY a bill of sale or such other documents as may be reasonably necessary to evidence such abandonment and/or conveyance.

19.4 Notwithstanding anything to the contrary contained in this Agreement, Customer's sole and exclusive remedy for any failure by the CITY to deliver the Dark Fiber by the Anticipated Completion Date shall be limited to those contained in this Section 19.4. In the event the CITY shall have failed to deliver the Dark Fiber within ninety (90) days after the Anticipated Completion Date (as such date may be extended by Events of Force Majeure or under the terms of this Agreement), then Customer may terminate this Agreement with respect to such Segment and receive a refund of the Initial Payment allocable to such Segment. If Customer elects to so terminate, neither Party shall have any further duties or obligations to the other Party (except for the CITY'S obligation to so refund the allocable Initial Payment) under this Agreement with respect to such cancelled Segment. In the event the CITY shall have failed to deliver the Dark Fiber in any Segment within twelve (12) months after the Effective Date, then this Agreement shall automatically terminate with respect to such Segment and CITY shall refund to Customer the

Initial Payment with respect to such Segment, and the CITY shall have no further duties or obligations hereunder with respect to such Segment.

ARTICLE 20

TERMINATION

Upon termination of this Agreement, the IRU shall immediately terminate and all rights of Customer hereunder to use the Fiber System shall cease, all rights hereunder to the use of the Fiber System shall revert to the CITY, and the CITY shall owe Customer no further duties, obligations or consideration. Customer shall, within thirty (30) days of such termination, remove from any CITY facilities, all Customer property, equipment and materials used in connection with the Dark Fiber. Customer shall accomplish such removal at Customer's sole expense, under CITY'S supervision and in a manner that does not damage the Fiber System. Customer shall be responsible for any damage caused by such removal. If Customer fails to remove its property within such period, the property shall be deemed abandoned and the CITY shall dispose of the same in any manner it deems reasonably appropriate, at Customer's expense. Termination of this Agreement shall not affect the rights or obligations of either Party that have arisen before the date of termination or expiration.

ARTICLE 21

ASSIGNMENT AND TRANSFER RESTRICTIONS

21.1 Subject to Section 21.2 below, Customer may not transfer or assign all or any part of its interest under this Agreement, or delegate any duties, burdens, or obligations arising hereunder, without the CITY'S consent, which consent may be given or withheld in CITY'S sole and absolute discretion. A transfer or assignment in violation of this Article 21 shall constitute a material breach of this Agreement.

21.2 Notwithstanding the arrangements permitted under this Article 21, Customer acknowledges and agrees that Customer shall not sell, lease, IRU or otherwise transfer any interest in the Dark Fibers to a third party. The Parties understand and agree that the CITY would not have entered this Agreement but for the provisions in this section 21.2.

ARTICLE 22

REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

22.1 By execution of this Agreement, each Party represents and warrants to the other:

(a) That the representing Party has full right and authority to enter into and perform this Agreement in accordance with the terms hereof and thereof, and that by entering into

or performing this Agreement, the representing Party is not in violation of its charter or bylaws, or any law, regulation or agreement by which it is bound or to which it is subject;

(b) That the execution, delivery and performance of this Agreement by such Party has been duly authorized by all requisite corporate action, that the signatories for such Party hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement by such Party.

22.2 CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS SET FORTH IN THIS AGREEMENT THE CITY MAKES NO WARRANTY, REPRESENTATION OR INDEMNITY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DARK FIBER, THE FIBER SYSTEM, THE ASSOCIATED PROPERTY, ANY CITY FACILITIES OR ANY WORK PERFORMED UNDER THIS AGREEMENT, INCLUDING ANY AND ALL WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND CUSTOMER HEREBY EXPRESSLY WAIVES AND DISCLAIMS ALL SUCH WARRANTIES, REPRESENTATIONS AND INDEMNITIES. THE WARRANTIES SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES MADE BY THE CITY TO CUSTOMER WITH RESPECT TO THIS AGREEMENT AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED. For the avoidance of doubt, nothing contained in this Section 22.2 shall be in conflict with CITY'S responsibility to maintain the Fiber System as further described in Article10 such that the Dark Fibers are operating in conformity with the applicable specifications as further described in Exhibit B.

ARTICLE 23

GENERAL

23.1 Binding Effect. This Agreement, and each of the Parties' respective rights and obligations under this Agreement, shall be binding on and shall inure to the benefit of the Parties hereto and each of their respective permitted successors and assigns.

23.2 Waiver. The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

23.3 Choice of Law/Forum. This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

23.4 Rules of Construction. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

(a) Unless expressly defined herein, words having well known technical or trade meanings shall be so construed. All listing of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.

(b) Except as set forth to the contrary herein, any right or remedy of Customer or the CITY shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

(c) This Agreement has been fully negotiated between and jointly drafted by the Parties.

(d) All actions, activities, consents, approvals and other undertakings of the Parties shall be performed in a reasonable and timely manner, it being expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date expressly specified herein. Except as specifically set forth herein, for the purpose of this Agreement the standards and practices of performance within the telecommunications industry in the relevant market shall be the measure of a Party's performance.

23.5 Entire Agreement. This Agreement constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits and Attachment referred to herein are integral parts hereof and are hereby made a part of this Agreement. To the extent that any of the provisions of the attached Exhibits hereto are inconsistent with the other express terms of this Agreement, the terms of Exhibits shall prevail. This Agreement may only be modified or supplemented by an instrument in writing executed by an authorized representative of each Party and delivered to the Party relying on the writing.

23.6 Relationship of the Parties. The relationship between Customer and the CITY shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited, to federal income tax purposes. Customer and the CITY, parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

23.7 Severability. If any term, covenant or condition contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23.8 Counterparts and Facsimile. This Agreement may be executed by facsimile and in one or more counterparts, all of which taken together shall constitute one and the same instrument.

23.9 Technical Contacts. Exhibit C (attached hereto and incorporated by reference) documents technical contacts including levels of problem escalation for the CITY and for the Customer.

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the Parties have executed this Agreement as of the date first above written.

City of Decatur
An Illinois Municipality

Decatur Public School District #61

by _____

by Beth Nolan

Date:

Customer FEIN #:

Name:

Date: 09/10/19

Title:

Name: Beth Nolan

Title: Board President

EXHIBIT A

Route Description

Route Description: Customer IRU fiber exits the Decatur Civic Center ("A" Endpoint) to the east where it enters a manhole on Jackson Street. The Fiber then turns south and then east at the corner of Jackson Street and North Street to a manhole at the corner of North Street and Martin Luther King (MLK) Jr. Drive. The IRU fiber then turns north up MLK Jr. Drive to Division Street. The fiber turns west on Division Street and then turns south down an alley where it enters Firehouse One and goes to a wiring closet inside the Firehouse. The fiber leaves the Firehouse following the same path it entered all the way back to MLK Jr Drive and Division Street. The IRU fiber continues North on MLK Jr Drive and then turns East on Garfield Avenue and then northeast up Leader Avenue to Jasper Street where it turns north and goes through a ground box at the corner of MLK Jr. Drive and Pershing Avenue. The fiber turns and heads east down Pershing Street to 27th street where it turns north and then east at 27th street and Hubbard Avenue. It then travels Hubbard Avenue to the corner of Hubbard and North Brush College Road. The fiber enters a wiring closet inside the southeast end of Richland Community College building where the Illinois Century Network Point of Presence is. ("Z" Endpoint).

Anticipated Completion Date: To Be Determined by Execution Date

IRU Fee: \$12,800 (US dollars)

Total IRU Strands Allocated to Customer: 2

Total Fiber Strand Miles: 12.8

Splicing and/or Termination Fees: \$990

IRU Fiber Maintenance Fee: \$36 per year per fiber strand mile (12.8 miles total). The Fiber Maintenance period will start on the fiber acceptance date recorded in Exhibit E (attached hereto and incorporated by reference) and payable at the start of the maintenance period totaling \$460.80 annually. The IRU Fiber Maintenance Fee shall be adjusted annually in accordance with Article 10.1 of this Agreement.

Total Due CITY for Fiber on day of IRU contract execution: \$14,250.80 (IRU Fee + year 1 Maintenance + Termination and Splicing)

Equipment: CITY will not provide any equipment, optronics, patch cables or the like to connect the IRU fiber to the ICN at the Richland POP or the Customer end of this circuit.

EXHIBIT B

Fiber Specifications / Acceptance Testing

1. Fiber Specifications.

- a. The maximum bi-directional average splice loss shall not exceed 0.15dB.
- b. All splices shall be sealed in waterproof splice enclosures.
- c. Attenuation at 1310 nm = 0.35 dB/km max
- d. Attenuation at 1550 nm = 0.25 dB/km max
- e. Connector loss shall not exceed 0.5dB per connector
- f. Fiber will meet or exceed Corning Single Mode Fiber SMF-28 Specifications
- g. Event Reflectivity (Minimum ORL) should not exceed 27dB.

2. Fiber Acceptance Testing. CITY Contractor will conduct the following tests as part of its Acceptance Test Plan:

- Non-destructive Attenuation Tests (End to End)
- Optical Time Domain Reflectometer Tests (OTDR)

Fiber acceptance testing will be performed to ensure that the fibers will operate within the parameters of the Specifications set forth in this Exhibit B.

a. More specifically, fiber acceptance testing will include the following:

- Continuity Uniformity Tests:
All fibers shall be tested bi-directionally at 1310 nm or 1550 nm, as applicable, with an OTDR; the subsequent traces shall be inspected for end-to end continuity and for uniform attenuation. These traces will be attached to an email or contained on a removable storage drive.
- Optical Length:
The OTDR will be used to determine the end-to end optical length of the cable.
- Splice Loss:
Splice loss will be measured bi-directionally with an OTDR using the Splice Loss average method.
- End-to-End Loss:
Using a light source and a power meter, the bi-directional, connector-to-connector attenuation will be measured for each fiber at 1310 nm and 1550 nm, as applicable. The acceptance average attenuation per kilometer on a per span basis shall be the attenuation set forth by this agreement.
 - a. The end-to-end value as measured with an industry-accepted laser source and power meter should have an attenuation rating of less than or equal to the following:

(1) At 1310 nm: $(0.35\text{dB/km} \times \text{km of cable}) +$

(number of connectors x 0.50) +
(number of splices x 0.10)

(2) At 1550 nm: (0.25 dB/km x km of cable) +
(number of connectors x 0.50) +
(number of splices x 0.10)

b. The CITY'S loss / attenuation objective for each fiber optic splice is 0.10 dB (with a 0.15 upper limit) when measured in one direction with an OTDR test set (excluding connector loss, which is typically 0.50 dB per connector)

-
3. Out-of-Spec Testing. Test results outside the specifications listed above shall be noted, but shall not preclude acceptance of a fiber if the out-of-spec condition does not affect transmission capability (based on use of then-prevailing telecommunications industry standards applicable to equipment generally used with the relevant type of fiber) or create a significant possibility of an outage.

EXHIBIT C

Technical Contacts

City of Decatur

CITY escalation list:

First Level:

IT Support Help Desk
Desk: 217-424-2703

Second Level:

IT Network Systems Administrator
Desk: 217-450-2243
Mobile: 217-855-0414

Third Level:

Information Technology Department Director
Desk: 217-450-2236
Mobile: 217-855-8715

Customer

Customer escalation list:

First Level:

Name:
Desk:
Mobile:

Second Level:

Name:
Desk:
Mobile:

Third Level:

Name:
Desk:
Mobile:

EXHIBIT D

Maintenance Specifications and Procedures

The Party receiving maintenance services from CITY hereunder shall be referred to herein as the "Customer". All other capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Agreement of which this Exhibit forms a part.

1. MAINTENANCE.

(a) Scheduled Maintenance. Routine maintenance and repair of the Fiber System described in this Section 1 shall be performed by or under the direction of CITY, at CITY'S reasonable discretion. Scheduled Maintenance shall include the following activities:

- (i) Patrol of CITY System route on a reasonable routine basis;
- (ii) Maintenance of a "Call-Before-You-Dig" program and all required and related cable locates;
- (iii) Maintenance of signposts along the CITY Fiber System right-of-way;
- (iv) Assignment of fiber maintenance employees or subcontractors to locations along the Fiber System at intervals dependent upon terrain, accessibility, locate ticket volume, etc. CITY shall decide the staffing of fiber maintenance employees for the Fiber System; and
- (v) CITY shall have qualified representatives on site any time CITY has reasonable advance knowledge that another person or entity is engaging in construction activities or otherwise excavating within five (5) feet of the Fiber System.

(b) Unscheduled Maintenance. Non-routine maintenance and repair of the Fiber System, which is not included as Scheduled Maintenance, shall be performed by or under the direction of CITY. Unscheduled Maintenance shall commence upon the Acceptance Date of the Agreement. Unscheduled Maintenance shall consist of:

- (i) "Emergency Unscheduled Maintenance" in response to a fiber system alarm triggered by the CITY IT Help Desk' or notification by any third party of any failure, interruption or impairment in the operation of the Fiber System, or any event imminently likely to cause the failure, interruption or impairment in the operation of the Fiber System.
- (ii) "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of the Fiber System.

Customer shall immediately report the need for Unscheduled Maintenance to the CITY in accordance with procedures promulgated by the CITY from time to time. CITY IT Help Desk will log the time of Customer's report, verify the problem and dispatch personnel immediately to take corrective action.

2. CITY IT HELP DESK. CITY shall operate and maintain an Information Technology Help Desk capable of receiving Fiber System alarms twenty-four (24) hours a day, seven (7) days a week. CITY'S maintenance employees or subcontractors shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. CITY shall have its first maintenance employee at the site requiring Emergency Unscheduled Maintenance activity within two (2) hours after the time CITY becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by circumstances beyond the reasonable control of the CITY. CITY personnel shall dispatch maintenance and repair personnel to handle and repair problems detected in the CITY Alert System.

3. COOPERATION AND COORDINATION.

(a) Customer shall utilize an Escalation List, as updated from time to time, to report and seek immediate action on exceptions noted in the performance of the CITY IT resources in meeting maintenance service objectives.

(b) Customer will, as necessary, arrange for escorted access for CITY to all sites of the Fiber System, subject to applicable contractual, underlying real property and other third-party limitations and restrictions.

(c) In performing its services hereunder, the CITY shall take workmanlike care to prevent impairment to the signal continuity and performance of the Fiber System. The precautions to be taken by the CITY shall include notifications to Customer. In addition, the CITY shall reasonably cooperate with Customer in sharing information and analyzing the disturbances regarding the cable and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the Customer, then Customer shall, at CITY'S reasonable request, make such personnel of Customer available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with CITY employees in performing such maintenance as required of the CITY hereunder.

(d) The CITY shall notify Customer(s) at least seven (7) days prior to the date in connection with any Maintenance Window of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. Customer shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with the CITY'S ability to perform its obligations under this Agreement. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, the CITY shall notify Customer at the CITY'S earliest opportunity and will comply with the provisions of this Section.

4. FACILITIES.

(a) CITY shall maintain the Fiber System in a manner, which will permit Customer's use. All common systems within facilities along the CITY Fiber System shall be maintained in accordance with manufacturer's specifications, to include battery plants, generators, and HVAC units.

(b) Except to the extent otherwise expressly provided in the Agreement, Customer will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic

and other equipment, materials and facilities used by Customer in connection with the operation of their Dark Fibers, none of which is included in the maintenance services to be provided hereunder.

5. FIBER OPTIC CABLE/FIBERS.

(a) The CITY shall perform appropriate testing on the fiber optic cable contained in the Fiber System in accordance with CITY'S then current preventative maintenance procedures as agreed to by Customer, which shall not substantially deviate from standard industry practice.

(b) The CITY shall maintain sufficient capability to teleconference with Customer during Emergency Unscheduled Maintenance in order to provide regular communications during the restoration process. When correcting or repairing fiber optic cable discontinuity or damage, including but not limited to, an event of Emergency Unscheduled Maintenance, CITY staff shall arrive on site within two (2) hours of learning of traffic affecting discontinuity and effect repair of first fiber within six (8) hours after the CITY maintenance employee's arrival at the problem site. In order to accomplish such objective, it is acknowledged that the repairs so effected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, the CITY and/or its contractors shall commence its planning for permanent repair, and thereafter promptly shall notify Customer of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule.

(c) During restoration, the CITY will work to restore all traffic as quickly as possible. The CITY, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the Fiber System and shall begin restoration efforts. The CITY and its contractor(s) shall splice fibers tube by tube or ribbon by ribbon in a logical order with consideration to all lit fibers within the cable.

(d) In performing permanent repairs, including the repair of micro bends and splice work, the CITY shall comply with the splicing specifications as set forth in Exhibit B, and shall take all reasonable steps to ensure that attenuation across the zone of repair satisfies the specifications in Exhibit B. CITY shall provide to Customer any modifications to these specifications as may be necessary or appropriate in any particular instance for Customer's approval, which approval shall not be unreasonably withheld.

(e) CITY'S representatives and /or its contractors who are responsible for initial restoration of a cut fiber optic cable shall carry on their vehicles the typical appropriate equipment that would enable a temporary splice, with the objective of restoring operating capability in as little time as possible. CITY and/ or its contractors shall maintain an inventory of spare fiber optic cable in storage facilities supplied and maintained at strategic locations to facilitate timely restoration.

6. Scheduled Maintenance which is reasonably expected to produce any signal discontinuity shall be scheduled between 12:01 AM and 6:00 AM Central Time. Major system work, such as fiber rolls and hot cuts, will be scheduled for weekends and shall allow work during daylight hours if on a Saturday or Sunday.

7. CITY may subcontract any of the maintenance services hereunder; provided that the CITY shall require the subcontractor(s) to perform in accordance with the requirements and procedures set forth herein. The use any such subcontractor shall not relieve the CITY of any of its obligations hereunder.

(DARK FIBER ACCEPTANCE NOTICE AND SIGNATURE PAGE TO FOLLOW)

EXHIBIT E

Dark Fiber Acceptance Notice

By signature affixed below, the City of Decatur ("CITY") hereby officially notifies Decatur Public School District #61 ("Customer") that the Dark Fiber provided to Customer, pursuant to the IRU Agreement between the CITY and Customer dated October 7, 2019 ("Agreement"), and has a route described as follows:

Customer IRU fiber exits the Decatur Civic Center ("A" Endpoint) to the east where it enters a manhole on Jackson Street. The Fiber then turns south and then east at the corner of Jackson Street and North Street to a manhole at the corner of North Street and Martin Luther King (MLK) Jr. Drive. The IRU fiber then turns north up MLK Jr. Drive to Division Street. The fiber turns west on Division Street and then turns south down an alley where it enters Firehouse One and goes to a wiring closet inside the Firehouse. The fiber leaves the Firehouse following the same path it entered all the way back to MLK Jr Drive and Division Street. The IRU fiber continues North on MLK Jr Drive and then turns East on Garfield Avenue and then northeast up Leader Avenue to Jasper Street where it turns north and goes through a ground box at the corner of MLK Jr. Drive and Pershing Avenue. The fiber turns and heads east down Pershing Street to 27th street where it turns north and then east at 27th street and Hubbard Avenue. It then travels Hubbard Avenue to the corner of Hubbard and North Brush College Road. The fiber enters a wiring closet inside the southeast end of Richland Community College building where the Illinois Century Network Point of Presence is. ("Z" Endpoint).

Has an Acceptance Date of _____, 2019

Accordingly, for purposes of the Agreement, the Acceptance Date shall be the above stated date.

Signed and Acknowledged without exception:

City of Decatur
An Illinois Municipality

Decatur Public School District #61

by _____

By _____

Date:

Date:

Name:

Name:

Title:

Title:



Fiber Broadband Service Order
City of Decatur Illinois
1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

Customer Name: Decatur Public School District #61
Customer Site ID: DECFIBER - DPS #61
Service Term: 20 years
Service Activation Date: To be determined

City of Decatur Illinois	Customer
City of Decatur Information Technology Dept. City of Decatur Illinois 1 Gary K. Anderson Plaza Decatur, Illinois 62523-1196 Phone: (217)-424-2703 IT.Staff@decaturil.gov	Maurice Payne - Director of Information Technology Decatur Public School District #61 300 East Eldorado St. Decatur, Illinois 62523 Phone: (217)362-3072 mpayne@ilstu.edu

Billing Information	Same As Above
Billing Contact	Decatur Public Schools Business Office
Billing Address 1	101 East Cerro Gordo St.
Billing Address 2	
Billing City, St, ZIP	Decatur, Illinois 62523
Billing Phone	
Billing Contact e-mail	

Non-Recurring Charge - One Time Charges	Unit Cost	Quantity	Extended Cost
2 Fibers (12.8 Fiber Miles) IRU from Civic Center to ICN POP	\$1,000.00	12.8	\$ 12,800.00
City Fiber Splicing Fee's for this Route			\$ 990.00
Total One Time Charges			\$ 13,790.00

Annual Recurring Charge	Unit Cost	Quantity	Extended Cost
Ongoing Fiber Maintenance per Fiber Mile	\$36.00	12.8	\$ 460.80
			\$ -
Total Recurring Charges			\$460.80

TOTAL THIS SERVICE ORDER-

\$14,250.80

This service order and its recurring charges are subject to terms and conditions of the Indefeasible Right Of Use ("IRU") agreement currently in place between Customer and the City of Decatur. The Service Order may, from time to time, be modified at the Customer's written request and upon approval of the City of Decatur. In the event of a conflict between the IRU and this Service Order, this Service Order shall have precedence over the IRU agreement.

The City of Decatur will bill Customer for the Non-Recurring one time charge immediately after execution of the associated IRU Agreement.

The City of Decatur will commence annual billing of the Annual Recurring Charges after customer acceptance of the fiber which becomes the Service Activation Date. Customer will receive service once maintenance billing starts.

By signing below, you certify that you are authorized to sign on behalf of Customer and that Customer agrees to be bound by the terms and conditions contained herein.

Please note: This is not an invoice. You will be invoiced by the City of Decatur separately. This quote is valid until 11/1/2019

37-6003703

Customer FEIN (##-####-####)

Customer Acceptance

Billing Start Date For Non Recurring Charges

Maurice Payne

Print Customer Representative Name

Director of IT

Title

[Signature]

Customer Representative Signature

9/12/19

Date

Print City of Decatur Representative Name

Title

City of Decatur Representative Signature

Date

Financial Management

DATE: 10/2/2019

MEMO: Letter to the Decatur City Council Financial Management Department 2019 - 8

TO: Honorable Mayor Julie Moore Wolfe, and
Members of the Decatur City Council

FROM: Scot Wrighton, City Manager

SUBJECT: Ordinance Amending City Code Chapter 51.3 Utility Taxes

SUMMARY RECOMMENDATION: City Staff recommends City Council approval of the attached ordinance.

BACKGROUND: On August 6, 2019 the City Council tentatively determined that the existing utility tax should be continued, but at the current rate--without increase or decrease--in order to balance General Fund revenues with expenditures. As authorized by the City Council, the current tax expires on December 31, 2019. To continue the tax (even at the current rate) requires adoption of the attached ordinance.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. 2019 –

**ORDINANCE AMENDING CITY CODE
CHAPTER 51.3
UTILITY TAXES**

WHEREAS, the City of Decatur, Illinois City Code Chapter 51.3 – Utility Taxes, defines and regulates the imposition of a tax on all persons engaged in the following occupations or privileges:

Persons engaged in the business of distributing, supplying, furnishing, or selling gas for use or consumption within the corporate limits of the City of Decatur, and not for resale, but excluding the distribution, supplying, furnishing, or sale of gas to school districts or units of local government; and,

Persons (but excluding school districts and units of local government) engaged in the privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the City of Decatur; and,

WHEREAS, the City of Decatur, Illinois City Council adopted Council Ordinance 2015-66 on December 7, 2015, which established the tax to be imposed on all persons engaged in the following occupations or privileges:

- (a) persons engaged in the business of distributing, supplying, furnishing, or selling gas for use or consumption within the corporate limits of the City of Decatur, and not for resale, at the rate of four and one-fourth percent (4.25%) of the gross receipts therefrom, but excluding the distribution, supplying, furnishing, or sale of gas to school districts or units of local government; and,
- (b) persons (but excluding school districts and units of local government) engaged in the privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the City of Decatur at the following rates, calculated on a monthly basis for each purchaser:

For the first 2,000 kWh used or consumed in a month: 0.25330 cents per kWh;
For the next 48,000 kWh used or consumed in a month: 0.16592 cents per kWh;
For the next 50,000 kWh used or consumed in a month: 0.14926 cents per kWh;
For the next 400,000 kWh used or consumed in a month: 0.14518 cents per kWh;
For the next 500,000 kWh used or consumed in a month: 0.14110 cents per kWh;
For the next 2,000,000 kWh used or consumed in a month: 0.13294 cents per kWh;
For the next 2,000,000 kWh used or consumed in a month: 0.13056 cents per kWh;

For the next 5,000,000 kWh used or consumed in a month: 0.12852 cents per kWh;
For the next 10,000,000 kWh used or consumed in a month: 0.12648 cents per kWh;
For all kWh used or consumed in excess of 20,000,000 kWh in a month: 0.12444 cents per kWh;
and,

WHEREAS, Council Ordinance 2015-66 set a sunset provision at December 31, 2019, whereby the imposed tax rates adopted in Council Ordinance 2015-66 would cease and revert to the previously imposed and lower tax rates; and,

WHEREAS, such action of sunset of Council Ordinance 2015-66 would place the City in a position negatively impacting the future financial affairs and condition of the City; and,

WHEREAS, it is in the best interests of the City of Decatur, Illinois in the provision of services to adopt this Ordinance, whereby, the Utility Tax imposed by City Code Chapter 51.3 shall be renewed and extended at tax rates equal to the current level, until such time as changed or amended by action of the City Council.

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

Section 1. That Chapter 51.3 of the City Code of the City of Decatur, Illinois, be, and the same is hereby amended and modified at Section 2, so that said Section 2 as amended, shall provide as follows:

2. TAX IMPOSED. A tax is hereby imposed on all persons engaged in the following occupations or privileges:

(a) persons engaged in the business of distributing, supplying, furnishing, or selling gas for use or consumption within the corporate limits of the City of Decatur, and not for resale, at the rate of four and one-fourth percent (4.25%) of the gross receipts therefrom, but excluding the distribution, supplying, furnishing, or sale of gas to school districts or units of local government; and,

(b) persons (but excluding school districts and units of local government) engaged in the privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the City of Decatur at the following rates, calculated on a monthly basis for each purchaser:

- (i) For the first 2,000 kilowatt-hours used or consumed in a month: 0.2533 cents per kilowatt-hour;
- (ii) For the next 48,000 kilowatt-hours used or consumed in a month: 0.16592 cents per kilowatt-hour;
- (iii) For the next 50,000 kilowatt-hours used or consumed in a month: 0.14926 cents per kilowatt-hour;
- (iv) For the next 400,000 kilowatt-hours used or consumed in a month: 0.14518 cents per kilowatt-hour;
- (v) For the next 500,000 kilowatt-hours used or consumed in a month: 0.14110 cents per kilowatt-hour;
- (vi) For the next 2,000,000 kilowatt-hours used or consumed in a month: 0.13294 cents per kilowatt-hour;
- (vii) For the next 2,000,000 kilowatt-hours used or consumed in a month: 0.13056 cents per kilowatt-hour;
- (viii) For the next 5,000,000 kilowatt-hours used or consumed in a month: 0.12852 cents per kilowatt-hour;
- (ix) For the next 10,000,000 kilowatt-hours used or consumed in a month: 0.12648 cents per kilowatt-hour;
- (x) For all kilowatt-hours used or consumed in excess of 20,000,000 kilowatt-hours in a month: 0.12444 cents per kilowatt-hour;

The tax rates set forth in the preceding table are proportional and do not exceed the revenue that could have been collected using the rates enumerated in 65 ILCS 5/8-11-2.

Those persons responsible for paying or collecting the taxes imposed by subsections (a) and (b) thereof shall submit returns to the City Treasurer, including the taxes due, for all such taxes arising out of gross receipts of gas generated by customer bills and kWh used or consumed issued on or after January 1, 2020.

Section 2. That the City Clerk, be and is hereby, authorized and directed to cause the provision 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 2019.

Julie Moore Wolfe, Mayor

Attest:

Kimberly Althoff, City Clerk

PUBLISHED this 7th day of October 2019

City Clerk

CHAPTER 51.3
Additions and Deletions
UTILITY TAXES

1. **DEFINITIONS.** Words and phrases, when used in this Chapter, shall have the meanings ascribed to them in Section 8-11-2 of the Illinois Municipal Code (65 ILCS 5/8-11-2).

2. **TAX IMPOSED.** A tax is hereby imposed on all persons engaged in the following occupations or privileges:

(a) persons engaged in the business of distributing, supplying, furnishing, or selling gas for use or consumption within the corporate limits of the City of Decatur, and not for resale, at the rate of four and one-fourth percent (4.25 %) of the gross receipts therefrom, but excluding the distribution, supplying, furnishing, or sale of gas to school districts or units of local government; and,

(b) persons (but excluding school districts and units of local government) engaged in the privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the City of Decatur at the following rates, calculated on a monthly basis for each purchaser:

(i) For the first 2,000 kilowatt-hours used or consumed in a month: 0.2533 cents per kilowatt-hour;

(ii) For the next 48,000 kilowatt-hours used or consumed in a month: 0.16592 cents per kilowatt-hour;

(iii) For the next 50,000 kilowatt-hours used or consumed in a month: 0.14926 cents per kilowatt-hour;

(iv) For the next 400,000 kilowatt-hours used or consumed in a month: 0.14518 cents per kilowatt-hour;

(v) For the next 500,000 kilowatt-hours used or consumed in a month: 0.14110 cents per kilowatt-hour;

(vi) For the next 2,000,000 kilowatt-hours used or consumed in a month: 0.13294 cents per kilowatt-hour;

(vii) For the next 2,000,000 kilowatt-hours used or consumed in a month: 0.13056 cents per kilowatt-hour;

Revised 10/2019

(viii) For the next 5,000,000 kilowatt-hours used or consumed in a month: 0.12852 cents per kilowatt-hour;

(ix) For the next 10,000,000 kilowatt-hours used or consumed in a month: 0.12648 cents per kilowatt-hour;

(x) For all electricity used or consumed in excess of 20,000,000 kilowatt-hours in a month: 0.12444 cents per kilowatt-hour;

The tax rates set forth in the preceding table ~~will be used through December 31, 2019, are~~ proportional and do not exceed the revenue that could have been collected using the rates enumerated in 65ILCS 5/8-11-2. ~~On January 1, 2020 the tax rates set forth in the following table will be used, are proportional and do not exceed the revenues that could have been collected using the rates enumerated in 65ILCS 5/8-11-2.~~

~~(i) — For the first 2,000 kilowatt-hours used or consumed in a month: 0.0745 cents per kilowatt-hour;~~

~~(ii) — For the next 48,000 kilowatt-hours used or consumed in a month: 0.0488 cents per kilowatt-hour;~~

~~(iii) — For the next 50,000 kilowatt-hours used or consumed in a month: 0.0439 cents per kilowatt-hour;~~

~~(iv) — For the next 400,000 kilowatt-hours used or consumed in a month: 0.0427 cents per kilowatt-hour;~~

~~(v) — For the next 500,000 kilowatt-hours used or consumed in a month: 0.0415 cents per kilowatt-hour;~~

~~(vi) — For the next 2,000,000 kilowatt-hours used or consumed in a month: 0.0391 cents per kilowatt-hour;~~

~~(vii) — For the next 2,000,000 kilowatt-hours used or consumed in a month: 0.0384 cents per kilowatt-hour;~~

~~(viii) — For the next 5,000,000 kilowatt-hours used or consumed in a month: 0.0378 cents per kilowatt-hour;~~

~~(viii) — For the next 10,000,000 kilowatt-hours used or consumed in a month: 0.0372 cents per kilowatt-hour;~~

~~(x) — For all electricity used or consumed in excess of 20,000,000 kilowatt-hours in a month: 0.0366 cents per kilowatt-hour;~~

Those persons responsible for paying or collecting the taxes imposed by subsections (a) and (b) hereof shall submit returns to the City Treasurer, including the taxes due, for all such taxes arising out of gross receipts generated by customer bills and kWh used or consumed issued on or after January 1, 2020~~February 1, 2016~~.

~~(e) Pursuant to 65 ILCS 5/8-11-2, the rates set forth in subsection (b) above shall be effective upon approval by the Illinois Commerce Commission.~~

(Amended, Ordinance 2019-xx~~2015-66~~, October 7, 2019~~December 7, 2015~~)

3. EXCEPTIONS. None of the taxes authorized by this Chapter may be imposed with respect to any transaction in interstate commerce or otherwise to the extent to which the business or privilege may not, under the Constitution and statutes of the United States, be made the subject of taxation by this State or any political subdivision thereof; nor shall any persons taxed hereunder be subject to taxation under the provisions of this Chapter for those transactions that are or may become subject to taxation under the provisions of the "Municipal Retailers' Occupation Tax Act" authorized by Section 8-11-1 of the Illinois Municipal Code (65 ILCS 5/8-11-1); nor shall any tax authorized by this Chapter be imposed upon any person engaged in a business or on any privilege unless the tax is imposed in a like manner and at the same rate upon all persons engaged in business of the same class in the municipality, whether privately or municipally owned or operated, or exercising the same privilege within the municipality.

4. ADDITIONAL TAXES. Such taxes shall be in addition to other taxes levied upon the taxpayer or its business.

5. COLLECTION. The tax authorized by Section 2(b) of this Chapter shall be collected from the purchaser by the person maintaining a place of business in this State who delivers the electricity to the purchaser. This tax shall constitute a debt of the purchaser to the person who delivers the electricity to the purchaser and if unpaid, is recoverable in the same

manner as the original charge for delivering the electricity. Any tax required to be collected pursuant to said Section 2(b) and any such tax collected by a person delivering electricity shall constitute a debt owed to the municipality by such person delivering the electricity, provided, that the person delivering electricity shall be allowed credit for such tax related to deliveries of electricity the charges for which are written off as uncollectible, and provided further, that if such charges are thereafter collected, the delivering supplier shall be obligated to remit such tax. For purposes of this Section 5, any partial payment not specifically identified by the purchaser shall be deemed to be for the delivery of electricity. Persons delivering electricity shall collect the tax from the purchaser by adding such tax to the gross charge for delivering the electricity, in the manner prescribed by the municipality. Persons delivering electricity shall also be authorized to add to such gross charge an amount equal to 3% of the tax to reimburse the person delivering electricity for the expenses incurred in keeping records, billing customers, preparing and filing returns, remitting the tax and supplying data to the municipality upon request. If the person delivering electricity fails to collect the tax from the purchaser, then the purchaser shall be required to pay the tax directly to the municipality in the manner prescribed by the municipality. Persons delivering electricity who file returns pursuant to this Section 5 shall, at the time of filing such return, pay the municipality the amount of the tax collected pursuant to Section 2(b).

6. PAYMENT OF TAX. (A) On or before the last day of each month, each taxpayer (expressly including those persons required to collect taxes pursuant to Section 5 hereof) shall make a return to the City for the preceding month stating:

- (i) His name.
- (ii) His principal place of business.
- (iii) His gross receipts and/or kilowatt-hour usage during the month upon the basis of which the tax is imposed.

(iv) Amount of tax.

(v) Such other reasonable and related information as the Director of Finance may require.

The taxpayer making the return herein provided for shall, at the time of making such return, pay to the City of Decatur the amount of tax herein imposed for the month reported in said return, provided that in connection with any return, the taxpayer may, if he so elects, report and pay an amount based upon his total billings of business subject to the tax during the period for which the return is made (exclusive of any amounts previously billed) with prompt adjustments of later payments based upon any differences between such billings and the taxable gross receipts.

(B) In case 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 under this Chapter, 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 20 percent penalty shall be imposed for any fraudulent failure to transmit such tax.

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

(D) 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 percent per month, or fraction thereof, until fully transmitted.

7. 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 therefor 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.

8. **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.

9. **REGULATIONS.** The City Manager is authorized to promulgate rules and regulations for the administration of this Chapter consistent with the provisions hereof and consistent with the provisions of 65 ILCS 5/8-11-2.

10. **PENALTY; CIVIL ACTION.** (A) Any taxpayer, including those persons required to collect taxes pursuant to Section 5 hereof, who fails to make a return within the time required therefor, or who fails to pay the tax due, or any portion thereof, for any month within the time required therefor, 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) nor more than Five Hundred Dollars (\$500.00). (Amended, Ordinance No. 2011-72)

(B) All taxes required to be paid to the City under to 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 pursuant to legal action or otherwise, is in addition to any penalty imposed under subsection (A) hereof.

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

Public Works

DATE: 9/26/2019

MEMO: 2019-151

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2363 West Ash Avenue

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinances annexing territories be approved.

1. 2363 West Ash Avenue
2. 2305 Baker Lane
3. 2441 Baker Lane
4. 10 Cloyds Drive
5. 3251 Fite Drive
6. 2210 Frontier Road
7. 487 Hillshire Court
8. 4220 Needle Road
9. 3321 Ferris Drive
10. 2040 Mars Court
11. 2030 Mars Court

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2363 West Ash Avenue	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2363 WEST ASH AVENUE**

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

Lot 2 Pinewick Acres.

PIN# 07-07-29-426-002

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

DEVIN M. BINGER

JO ANN BINGER

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2363 W. Ash Avenue, and legally described as follows:

LOT 2 PINEWICK ACRES

PIN #07-07-29-426-002 _____

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

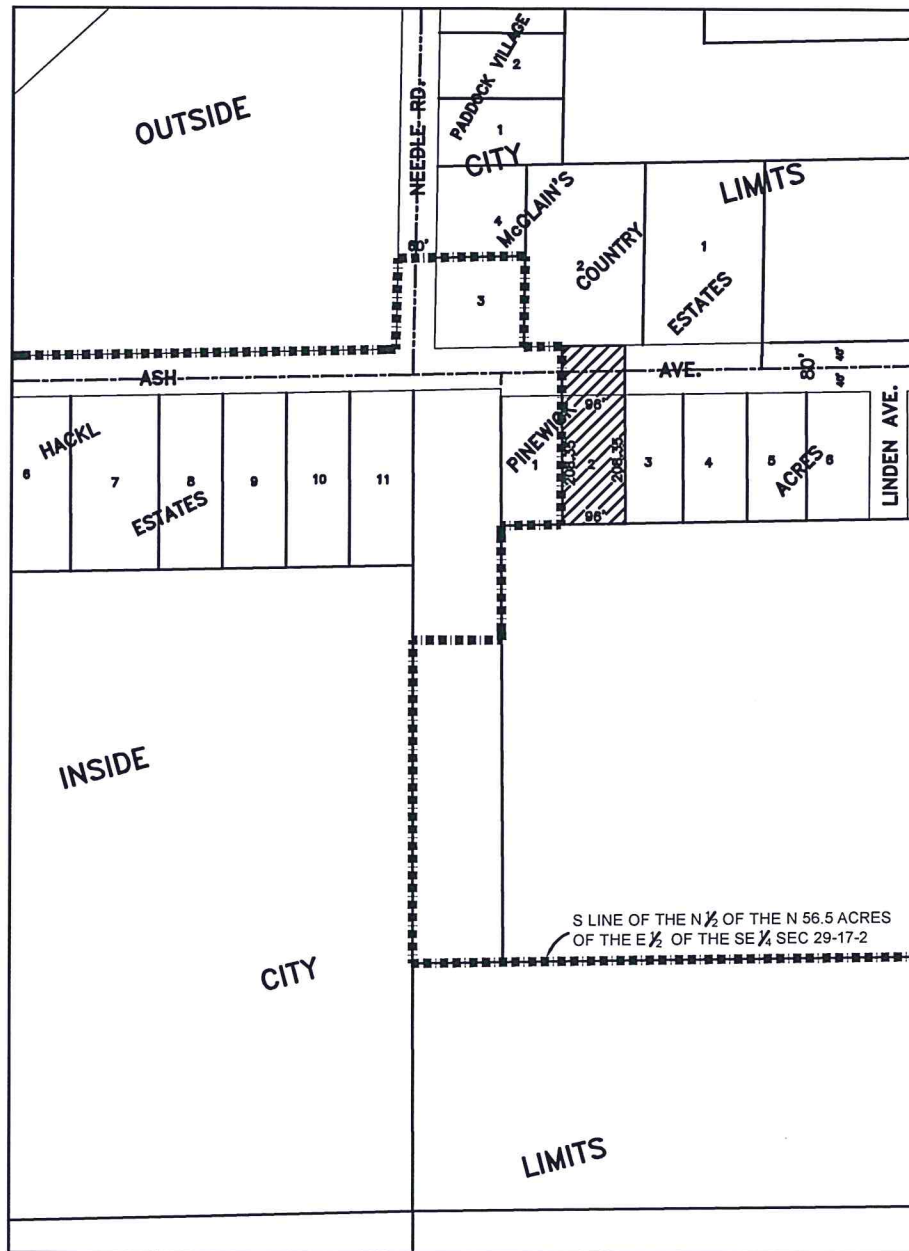
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>[Signature]</u>	<u>DEVIN M. BINGER</u>	<u>2363 W. ASH AVE. DECATUR IL</u>
<u>[Signature]</u>	<u>JO ANN BINGER</u>	<u>2363 W. ASH AVE. DECATUR IL</u>

Signed and sworn to before me this 30th day of August, 2019

[Signature]
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2363 WEST ASH AVENUE



indicates territory annexed



indicates existing corporate limits

0.46± acres

AREA 0.0007± sq. miles

96± lin. ft. of public road

HICKORY POINT township



N.T.S.



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

ORDINANCE NO: _____

DATE: _____ Page 98 of 170

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION

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

Public Works

DATE: 9/26/2019

MEMO: 2019-151

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2305 Baker Lane

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2305 Baker Lane	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2305 BAKER LANE**

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

Lot Sixty-Four (64) of Wilcox Wayside Farms Addition.

PIN# 04-12-05-305-018

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Chad M. HORVE

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2305 Baker Lane, and legally described as follows:

LOT SIXTY-FOUR (64) OF WILCOX WAYSIDE FARMS ADDITION

PIN # 04-12-05-305-018

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

Martha K. Horve Martha K. Horve 9612 Sheets Road.
Trustee of Martha K. HORVE Trust Oakley, IL 62501

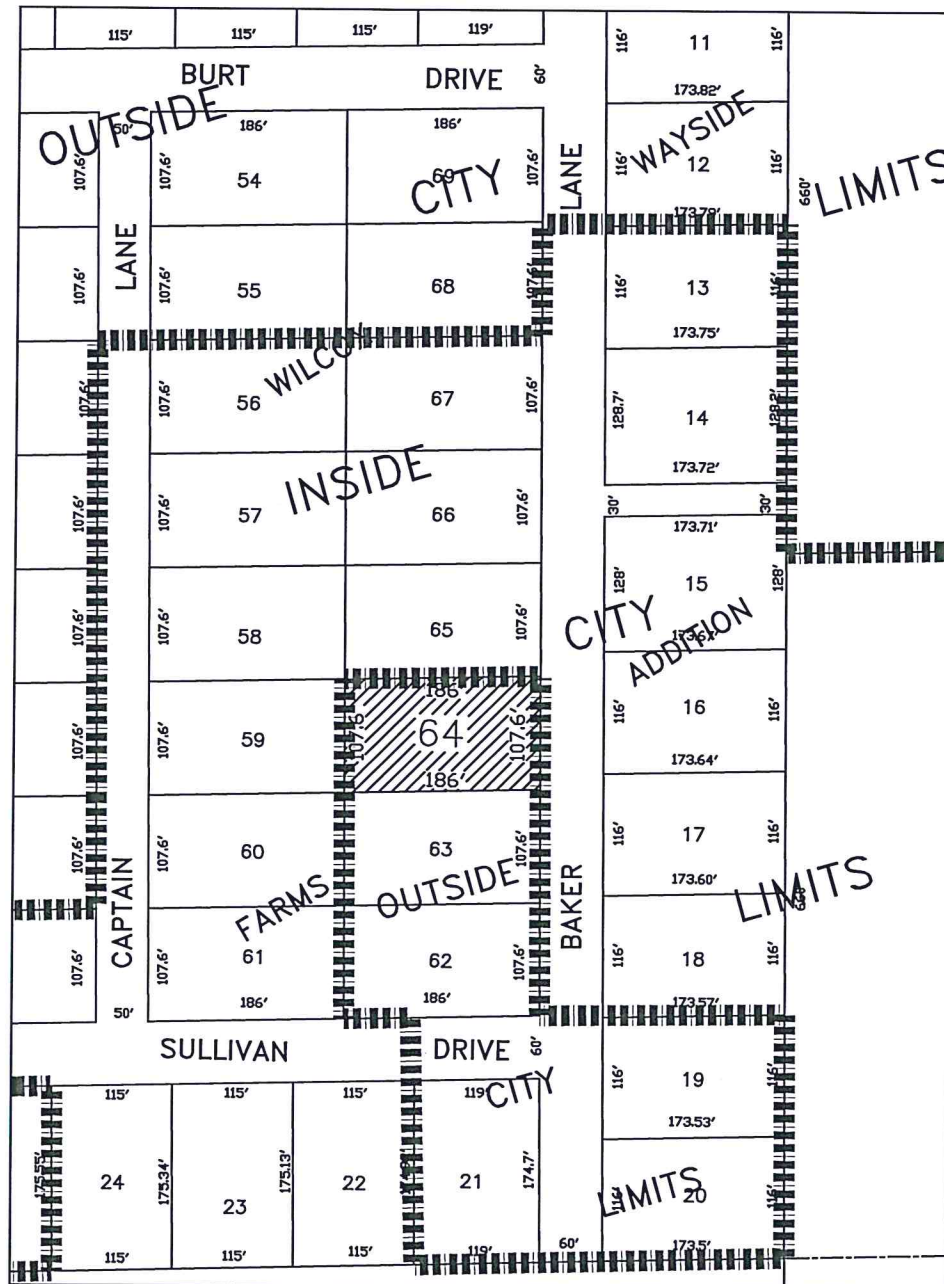
Signed and sworn to before me this 4th day of September, 2019

Tara R. Bachstein

Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2305 BAKER LANE



indicates territory annexed



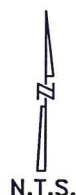
indicates existing corporate limits

0.459± acres

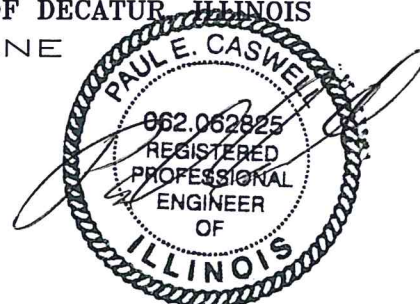
AREA 0.0007± sq. miles

0 lin. ft. of public road

DECATUR township



N.T.S.



9/26/2019

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____

Public Works

DATE: 9/26/2019

MEMO: 2019-151

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2441 Baker Lane

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2441 Baker Lane	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2441 BAKER LANE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of David L. O'Brien and Cynthia J. O'Brien, requesting that there be annexed to the City territory described as:

Wilcox Wayside Farms Addition Lot 68.

PIN# 04-12-05-305-010

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

David L O'Brien, Cynthia J O'Brien

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2441 Baker Lane, and legally described as follows: WILCOX WAYSIDE FARMS ADDITION LOT 68

PIN #04-12-05-305-010 _____

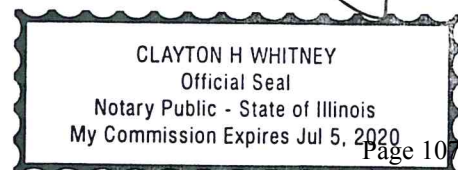
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

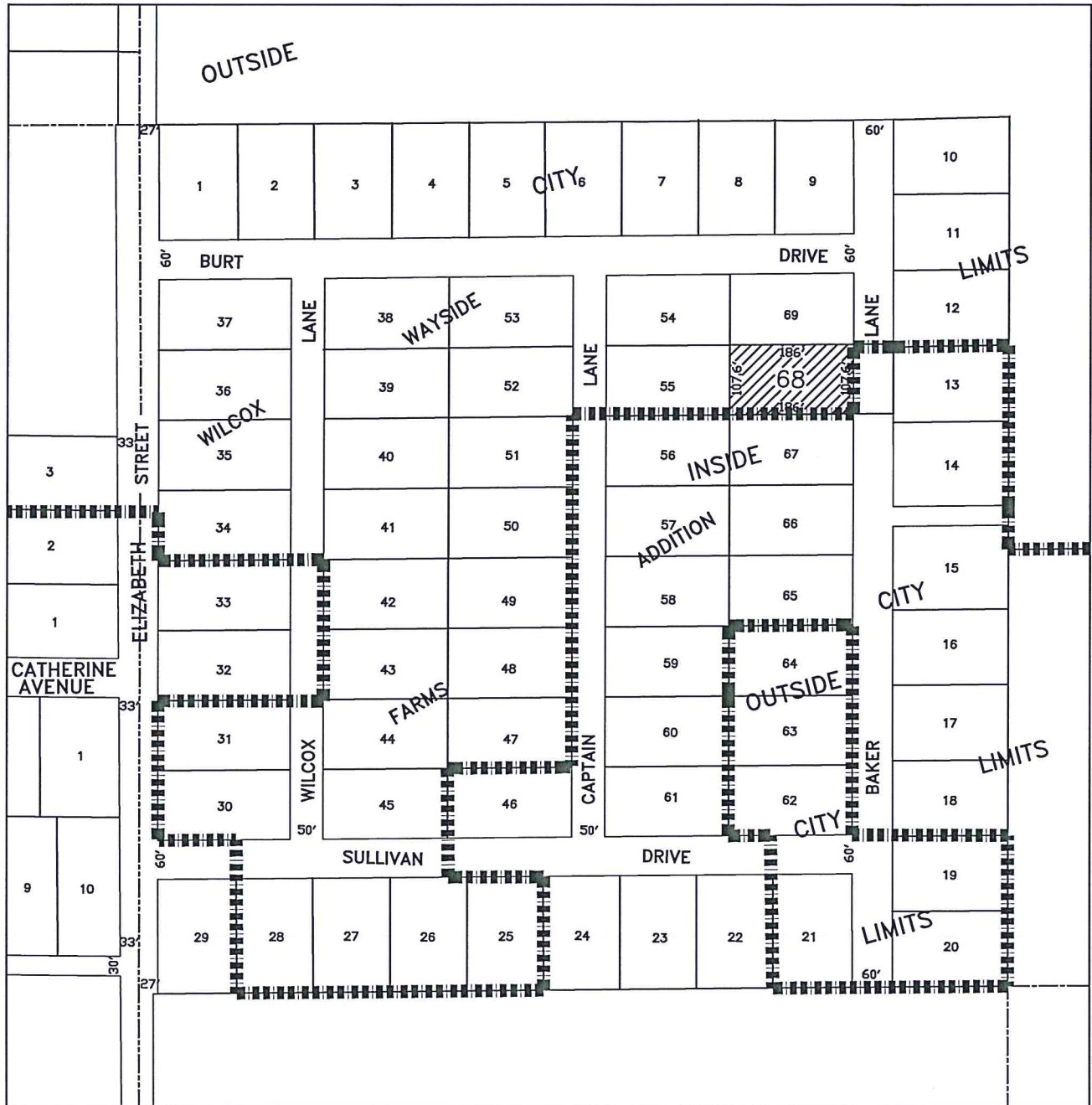
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>David L O'Brien</u>	<u>David L O'Brien</u>	<u>2441 Baker Ln, Decatur, IL</u>
<u>Cynthia J O'Brien</u>	<u>Cynthia J O'Brien</u>	<u>2441 Baker Ln, Decatur, IL</u>

Signed and sworn to before me this 3rd day of September, 2019

Clayton H. Whitney
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2441 BAKER LANE



indicates territory annexed



indicates existing corporate limits

0.459± acres

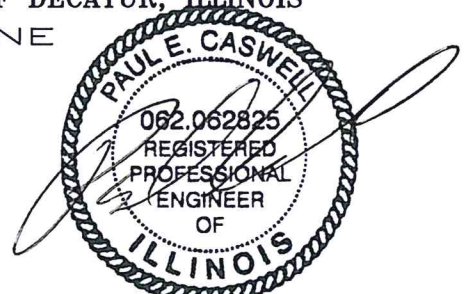
AREA 0.0007± sq. miles

0 lin. ft. of public road

DECATUR township



N.T.S.



9/26/2019

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

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ORDINANCE NO: _____

DATE: _____

Public Works

DATE: 9/26/2019

MEMO: 2019-151

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 10 Cloyds Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 10 Cloyds Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
10 CLOYDS 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 Wennogean Mueller, requesting that there be annexed to the City territory described as:

Lot 10 Cloyds 1st Addition.

PIN# 07-07-28-451-007

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Wennogean - mueller

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 10 Cloyds Drive, and legally described as follows:

LOT 10 CLOYDS 1ST ADDITION

PIN # 07-07-28-451-007

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

Wennogean mueller

Wennogean mueller 10 Cloyd Dr

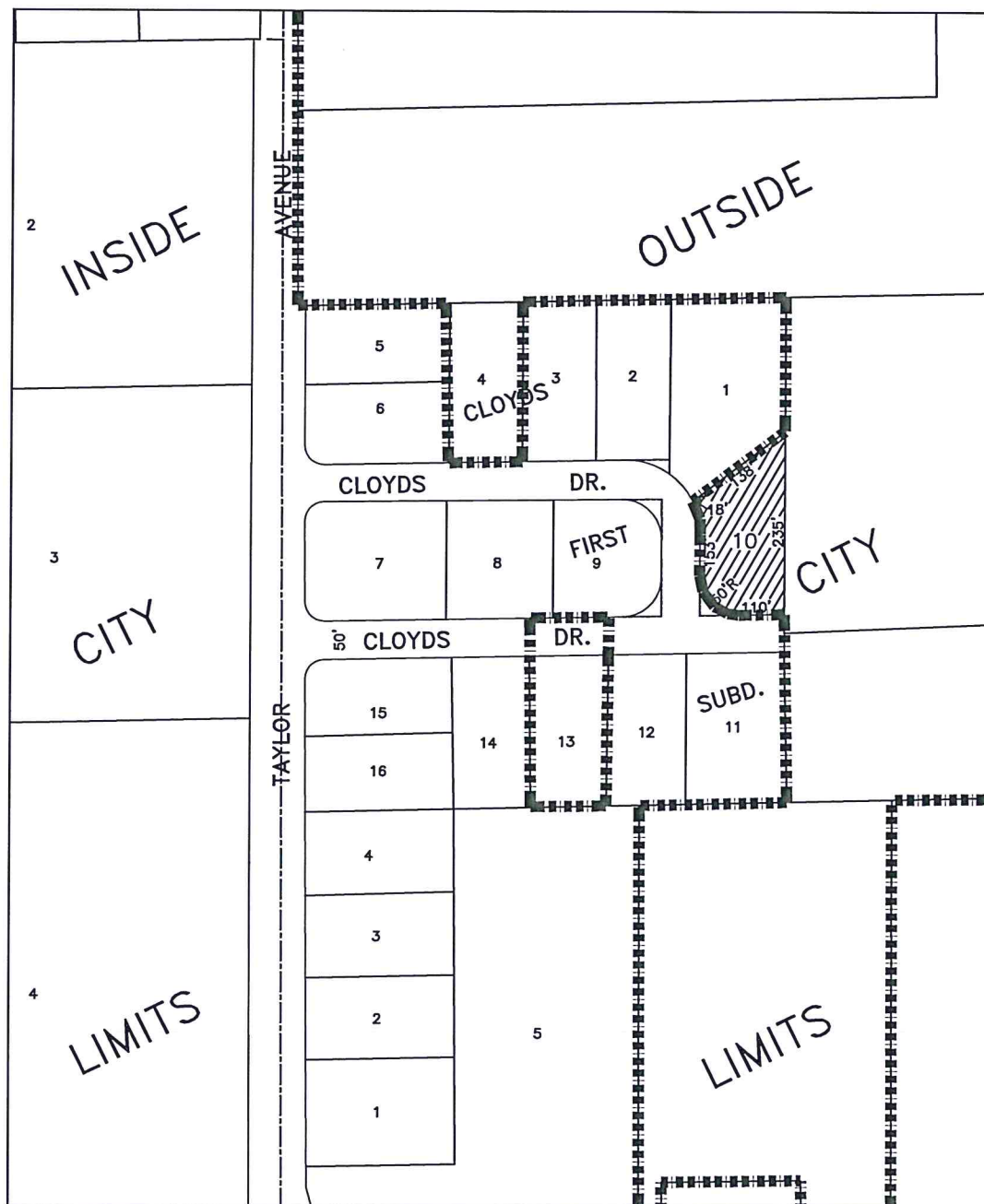
Decatur, IL

Signed and sworn to before me this 4th day of September, 2019

Tara R. Bachstein

Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
10 CLOYDS DRIVE



indicates territory annexed



indicates existing corporate limits

0.483± acres

AREA 0.0008± sq. miles

0 lin. ft. of public road

HICKORY POINT township



N.T.S.



9/26/2019
CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____

Public Works

DATE: 9/26/2019

MEMO: 2019-151

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3251 Fite Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3251 Fite Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3251 FITE DRIVE**

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

Lot 4 Austin Subdivision.

PIN# 07-07-33-301-016

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

HENRY YUETTEN JR.

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3251 Fite Drive, and legally described as follows:

LOT 4 AUSTIN SUBDIVISION

PIN #07-07-33-301-016 _____

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

Henry Yuett Jr.

HENRY YUETTEN

3251 FITE DRIVE

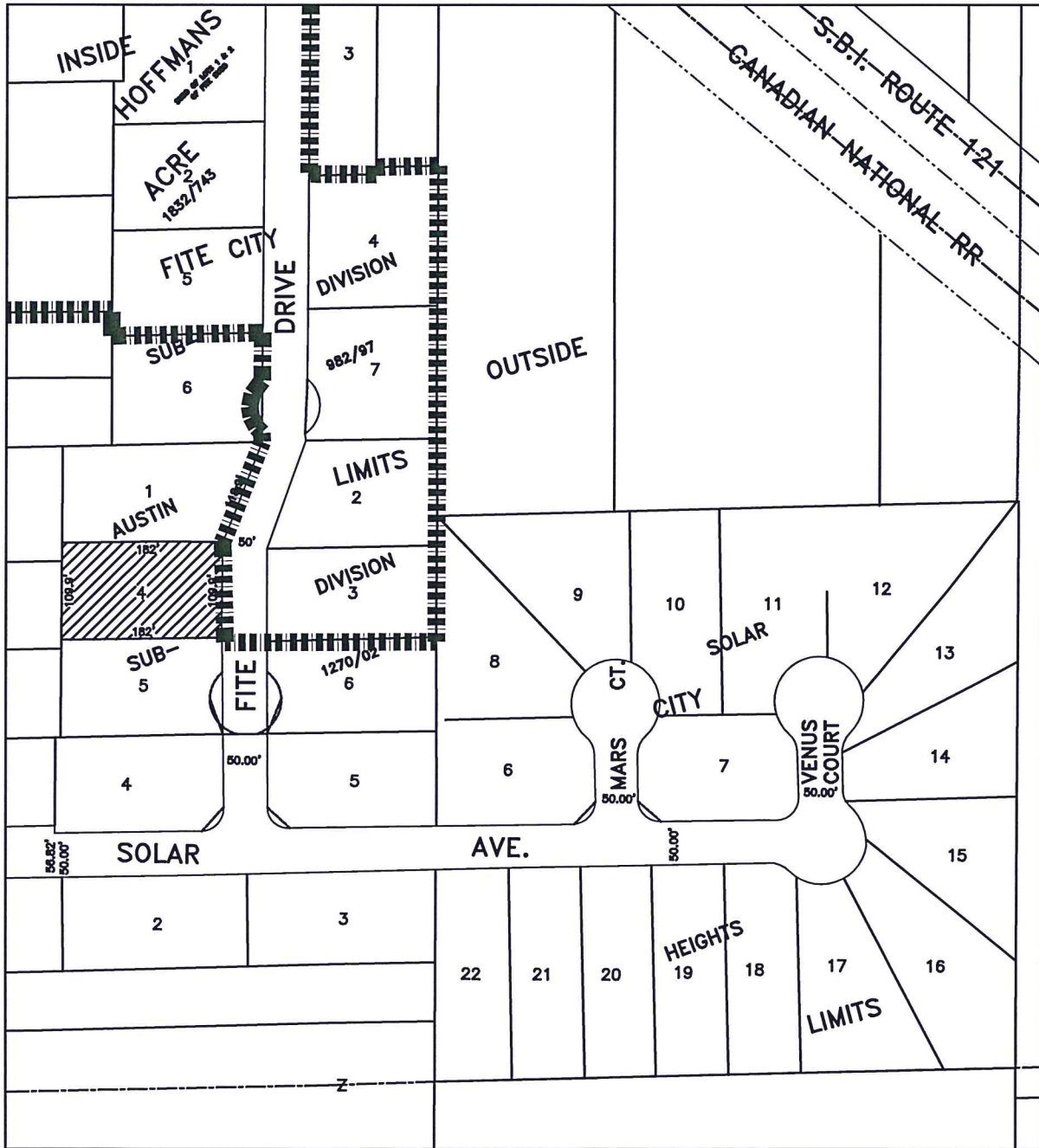
Signed and sworn to before me this 13th day of September, 2019

Tara R. Bachstein

Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3251 FITE DRIVE



indicates territory annexed



indicates existing corporate limits

0.459± acres

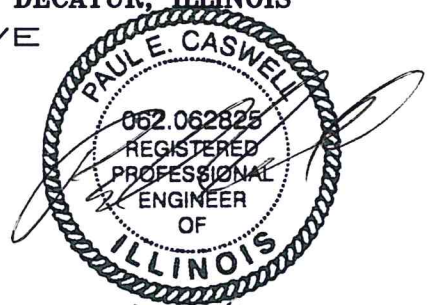
AREA 0.0007± sq. miles

0 lin. ft. of public road

HICKORY POINT township



N.T.S.



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

ORDINANCE NO: _____

DATE: _____ Page 118 of 170

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

Public Works

DATE: 9/26/2019

MEMO: 2019-151

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2210 Frontier Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2210 Frontier Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2210 FRONTIER 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 Steven J. Kapper and Francis L. Goodwin, requesting that there be annexed to the City territory described as:

Huston Forest Acres Lot 81.

PIN# 07-07-32-431-005

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Steven J. Kapper

Francis L. Goodwin

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

HUSTON FOREST ACRES LOT 81

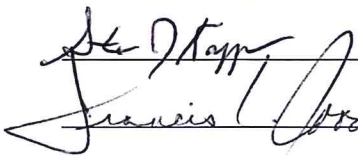
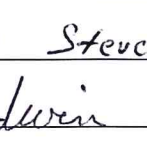
PIN #07-07-32-431-005 _____

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

	<u>Steven J. Kapper</u>	<u>2210 Frontier Rd Decatur, IL</u>
	<u>Francis L. Goodwin</u>	<u>2210 FRONTIER Rd DECATUR, IL</u>

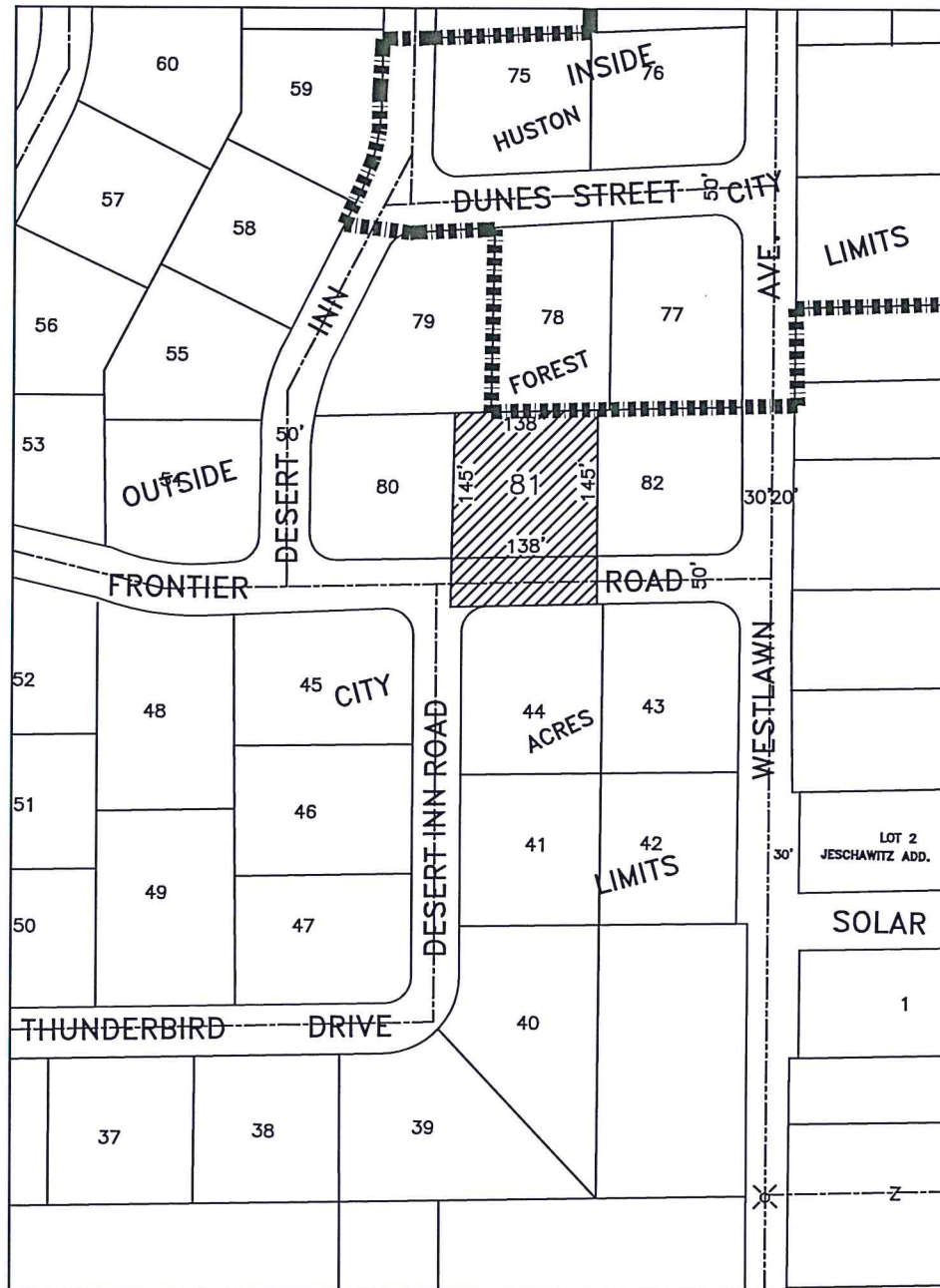
Signed and sworn to before me this 4th day of September, 2019



Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2210 FRONTIER ROAD



indicates territory annexed



indicates existing corporate limits

0.459± acres

AREA 0.0007± sq. miles

138± lin. ft. of public road

HICKORY POINT township



N.T.S.



9/18/2019

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

ORDINANCE NO: _____

DATE: _____ Page 123 of 170

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

Public Works

DATE: 9/26/2019

MEMO: 2019-151

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 4220 Needle Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 4220 Needle Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
4220 NEEDLE 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 Michael D. Dugan and Cristene E. Dugan, requesting that there be annexed to the City territory described as:

Lot 4 McClains Country Estates.

PIN# 07-07-29-276-012

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Michael D Dugan Cristene E Dugan

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4220 Needle Road, and legally described as follows:

LOT 4 MCCLAINS COUNTRY ESTATES

PIN #07-07-29-276-012 _____

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

Michael D Dugan Michael D Dugan 4220 Needle Rd
Cristene E Dugan Cristene Dugan 4220 Needle Rd
Decatur, IL

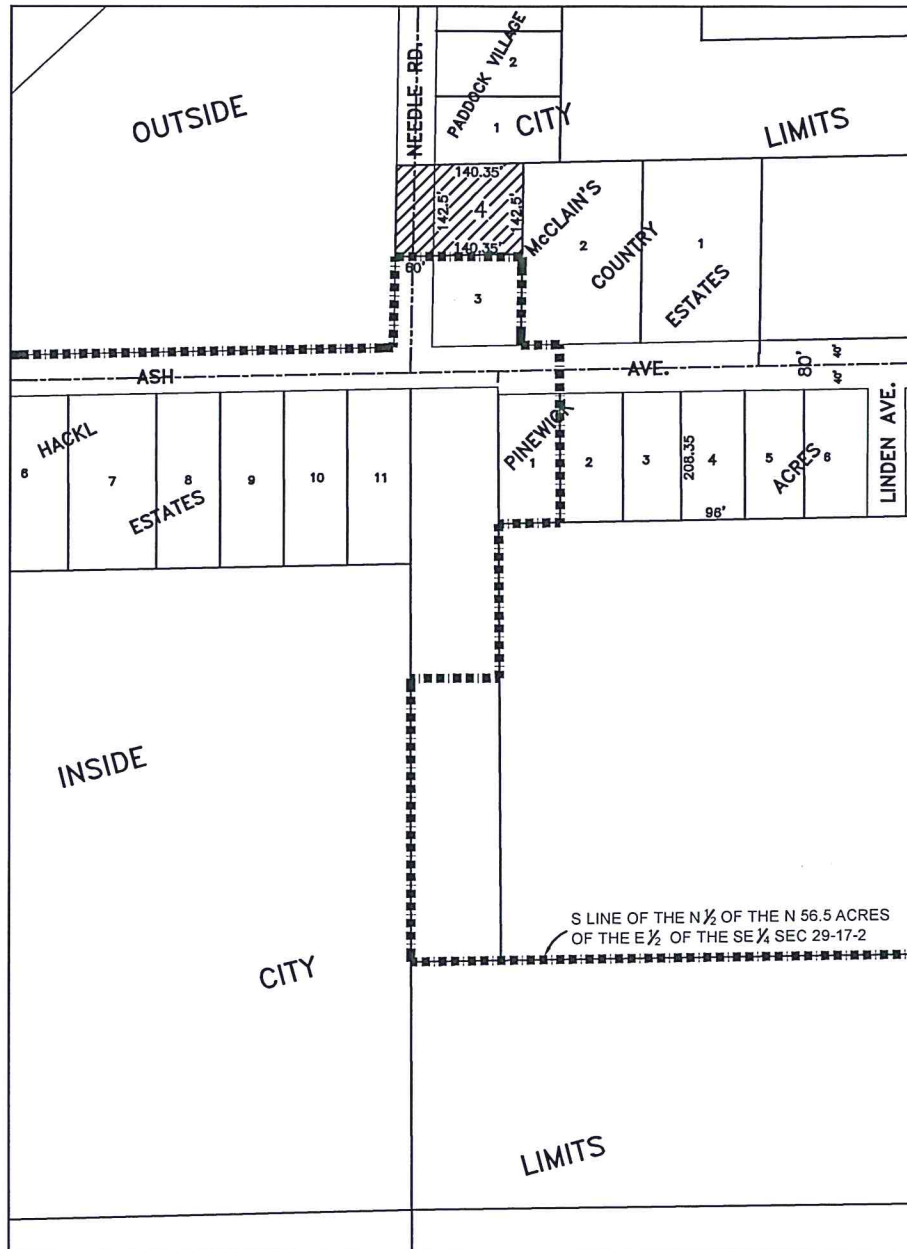
Signed and sworn to before me this 6th day of September, 2019

Tara R Bachstein

Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
4220 NEEDLE ROAD



indicates territory annexed



indicates existing corporate limits

0.459± acres

AREA 0.0007± sq. miles

142± lin. ft. of public road

HICKORY POINT township



N.T.S.



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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____ Page 128 of 170

Public Works

DATE: 9/26/2019

MEMO: 2019-151

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3321 Ferris Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3321 Ferris Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3321 FERRIS DRIVE**

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

LOT 24 SOUTH HILLTOP SUBDIVISION.

PIN# 17-12-33-301-008

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of October 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

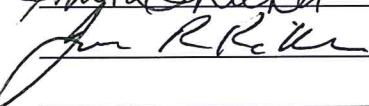
The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the 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 3321 Ferris Drive, and legally described as follows:

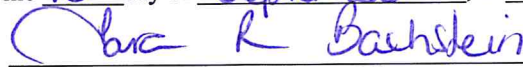
LOT 24 SOUTH HILLTOP SUBDIVISION

PIN # 17-12-33-301-008

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

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
	Anita S. Ricker	2665 Day Dr. Decatur, IL
	Jon R. Ricker	2665 Day Dr. Decatur, IL

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



Notary Public

(Rev. 12/2014)



□ □ | □ □ | □ □ | □ □ | □ □ | □

0.581± acres

0 lin. ft. of public road



N.T.S.

PAULE E. CASWELL
062.062825
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

9/26/2019

DATE: _____ Page 133 of 170

Public Works

DATE: 9/26/2019

MEMO: 2019-151

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2040 Mars Court

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2040 Mars Court	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2040 MARS 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 Roy A. Gallagher and Denisa Gallagher, requesting that there be annexed to the City territory described as:

SOLAR HEIGHTS LOT 8.

PIN# 07-07-33-302-013

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Roy A Gallagher
Denisa Gallagher

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2040 Mars Court, and legally described as follows:

SOLAR HEIGHTS LOT 8

PIN #07-07-33-302-013 _____

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

Roy Gallagher

Roy Gallagher

2040 MARS CT

Denisa Gallagher

DENISA GALLAGHER

Decatur IL 62526

Signed and sworn to before me this 10 day of September, 2019



Jennifer S Durand
Notary Public

0.525±

HICKORY POINT township



9/26/2019

DATE: _____ Page 138 of 170

Public Works

DATE: 9/26/2019

MEMO: 2019-151

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2030 Mars Court

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2030 Mars Court	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2030 MARS 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 Tony D. Jennings and Terri S. Jennings, requesting that there be annexed to the City territory described as:

PARCEL I: LOT NINE (9) OF SOLAR HEIGHTS, AS PER PLAT RECORDED IN BOOK 1575, PAGE 245 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PARCEL II: THE SOUTH 20 FEET OF THE FOLLOWING DESCRIBED TRACT. COMMENCING 1980 FEET WEST OF THE NE CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 33 T17N, R2E OF THE 3RD P.M., THENCE SOUTH 1 DEGREE 51'05" WEST 288.34 FEET TO A BOLT AT THE NE CORNER OF LOT FOUR (4) OF THE FITE SUBDIVISION (AS RECORDED IN BOOK 982, PAGE 97 IN THE MACON COUNTY RECORDER OF DEEDS OFFICE) SAID BOLT BEING THE POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 32'41" WEST 393.50 FEET ALONG THE EAST LINE OF SAID FITE SUBDIVISION AND THE EXTENTION THEREOF TO AN IRON PIN, THENCE SOUTH 88 DEGREES 36'53" EAST 199.37 FEET ALONG THE NORTH LINE OF THE SOLAR HEIGHTS SUBDIVISION (AS RECORDED IN BOOK 1575 PAGE 245 IN THE MACON COUNTY RECORDER OF DEEDS OFFICE) THENCE NORTH 1 DEGREE 39'36" EAST 395.50 FEET TO AN IRON PIN; THENCE NORTH 88 DEGREES 36'53" WEST 200.16 FEET TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 07-07-33-302-014

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 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Tony D. Jennings Terri S Jennings

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2030 Mars Court, and legally described as follows:

PARCEL I: LOT NINE (9) OF SOLAR HEIGHTS, AS PER PLAT RECORDED IN BOOK 1575, PAGE 245 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PARCEL II: THE SOUTH 20 FEET OF THE FOLLOWING DESCRIBED TRACT. COMMENCING 1980 FEET WEST OF THE NE CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 33 T17N, R2E OF THE 3RD P.M., THENCE SOUTH 1 DEGREE 51'05" WEST 288.34 FEET TO A BOLT AT THE NE CORNER OF LOT FOUR (4) OF THE FITE SUBDIVISION (AS RECORDED IN BOOK 982, PAGE 97 IN THE MACON COUNTY RECORDER OF DEEDS OFFICE) SAID BOLT BEING THE POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 32'41" WEST 393.50 FEET ALONG THE EAST LINE OF SAID FITE SUBDIVISION AND THE EXTENTION THEREOF TO AN IRON PIN, THENCE SOUTH 88 DEGREES 36'53" EAST 199.37 FEET ALONG THE NORTH LINE OF THE SOLAR HEIGHTS SUBDIVISION (AS RECORDED IN BOOK 1575 PAGE 245 IN THE MACON COUNTY RECORDER OF DEEDS OFFICE) THENCE NORTH 1 DEGREE 39'36" EAST 395.50 FEET TO AN IRON PIN; THENCE NORTH 88 DEGREES 36'53" WEST 200.16 FEET TO THE POINT OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #07-07-33-302-014 _____

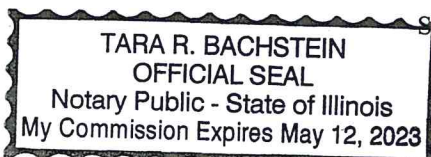
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

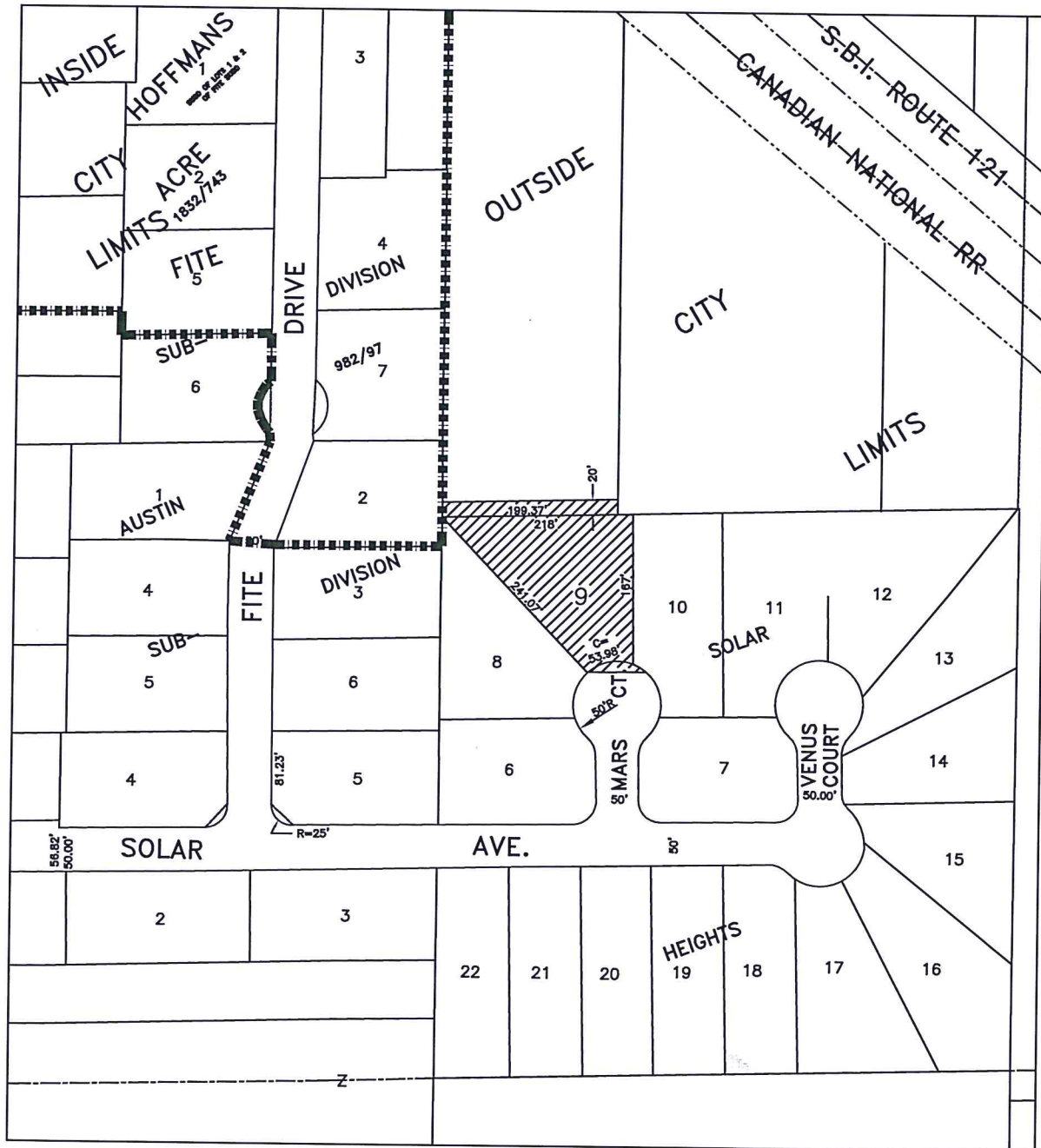
STREET ADDRESS, CITY, STATE

<u>Tony D. Jennings</u>	<u>Tony D. Jennings</u>	<u>2030 Mars Ct Decatur, IL</u>
<u>Terri S Jennings</u>	<u>Terri S Jennings</u>	<u>2030 Mars Ct. Decatur, IL</u>



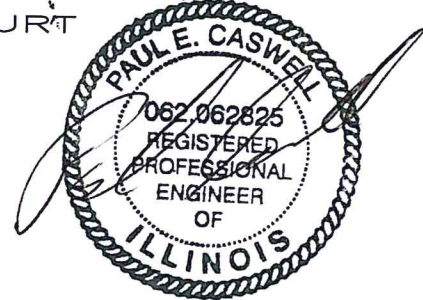
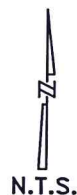
Signed and sworn to before me this

17th day of September, 2019
Tara R. Bachstein
Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2030 MARS COURT

-  indicates territory annexed
-  indicates existing corporate limits
- 0.623± acres
- AREA 0.0009± sq. miles
- 10± lin. ft. of public road
- HICKORY POINT township



9/6/2019

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

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

SUBJECT: Resolution Indicating Intent to Annex an Unincorporated Territory, Setting a Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice

ATTACHMENTS:

Description	Type
City Council Memorandum No. 2019-11	Cover Memo
Resolution Indicating Intent to Annex an Unincorporated Territory, Setting a Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice	Resolution Letter

CITY COUNCIL MEMORANDUM

NO. 2019-11

October 2, 2019

TO: Honorable Mayor and City Council Members

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: Annexation of Surrounded Properties:
East Mound Road, North Greenswitch Road, Cleta Street, Carolyn Avenue

RECOMMENDATION: Under Illinois law, territory of less than sixty (60) acres which is entirely surrounded by a municipality may be annexed by that municipality after ten (10) days notice in a newspaper of general circulation. This item before the Council will authorize publication of such notices, and the Council will then take action to annex said territories on November 18, 2019.

Staff recommends approval of both the Resolutions Indicating Intent to Annex and the Annexation Ordinances.

RESOLUTION NO. R-

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

WHEREAS, the City of Decatur desires to annex a certain unincorporated territory containing sixty (60) acres or less, located on East Mound Road, North Greenswitch Road, Cleta Street, Carolyn Avenue, and more specifically described in Exhibit A attached hereto and hereby made a part hereof; and

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

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

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

Section 1. That the City Clerk be, and she is hereby, directed to publish a Notice of Intent to Annex the property described herein at the City Council's regular meeting on November 18, 2019, at 5:30 p.m. Said Notice of Intent to Annex is attached hereto as Exhibit B and hereby made a part hereof.

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

PRESENTED AND ADOPTED THIS 7th day of October 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Tract A

The East 4 chains of the West 10 chains of the South 2 ½ chains of the Southeast ¼ of the Southeast ¼ of Section 25, township 17 North, Range 2 East of the 3rd P.M., except that portion dedicated for public road purposes. Commonly known as 2550 East Mound Road, PIN 07-07-25-478-010; and also,

Tract B

The South 20 acres of the East Half of the Southeast Quarter of Section 25, Township 17 North, Range 2 East of the 3rd P.M., except the South 2.50 chains of the West 10 chains thereof except the portion thereof in public highways, 17 acres more or less of vacant land. Commonly known as Farm Ground North of 2550 East Mound Road, PIN 07-07-25-478-007; and also,

Tract C

The South 100.00 feet of Lot One (1) of Harrison Heights Addition, EXCEPT the West 171.2 feet thereof, as per plat recorded in Book 745, page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois; AND The West 171.2 feet of the south 100 feet of Lot One (1) of Harrison Heights, as per plat recorded in Book 745, page 187 of the records in the Recorder's Office of Macon County, Illinois situated in Macon County, Illinois. Commonly known as 3885 North Greenswitch Road, PIN 07-07-25-478-012; and also,

Tract D

Lot One (1) of Harrison Heights , as per plat recorded in Book 745, Page 187 of the Records in the Recorder's Office of Macon County, Illinois, except beginning at the Northeast corner of said Lot 1, thence West 200 feet, thence South 100 feet, thence East 200 feet, thence North to the place of beginning, and except the East 200.0 feet of the South 100 feet thereof. Situated in Macon County, Illinois. Commonly known as 3887 North Greenswitch Road, PIN 07-07-25-478-011; and also,

Tract E

The North 100 feet of the East 200 feet of Lot One (1) of Harrison Heights, as per plat recorded in book 745 page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as 2697 Cleta Street, PIN 07-07-25-478-005; and also,

Tract F

Lot Two (2) of Harrison Heights, as per plat recorded in book 745 page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as 2615 Cleta Street, PIN 07-07-25-478-003; and also,

Tract G

Lot Sixteen (16) of Harrison Heights, as per plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as Lot West of 2615 Cleta Street, PIN 07-07-25-478-002; and also,

Tract H

Lot Three (3) of Harrison Heights, as per Plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as 2595 Cleta Street, PIN 07-07-25-478-001; and also,

Tract I

Lot Four (4) of Harrison Heights, as per plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as Farm Ground Third Lot West of 2616 Cleta Street; PIN 07-07-25-476-004; and also,

Tract J

Lot Five (5) of Harrison Heights, as per plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as Farm Ground Second Lot West of 2616 Cleta Street, PIN 07-07-25-476-005; and also,

Tract K

Lot Six (6) of Harrison Heights, as per plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as Farm Ground First Lot West of 2616 Cleta Street, PIN 07-07-25-476-006; and also,

Tract L

Lot Seven (7) of Harrison Heights, as per Plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as 2616 Cleta Street, PIN 07-07-25-477-003; and also,

Tract M

Harrison Heights Lot 8, as per plat recorded in book 745 page 187 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as Vacant Lot East of 2616 Cleta Street, PIN 07-07-25-477-004; and also,

Tract N

The South 100 feet of Lot Nine (9) of Harrison Heights, as per plat recorded in book 745 page 187 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as 3909 North Greenswitch Road, PIN 07-07-25-477-007; and also,

Tract O

Harrison Heights Lot 9, except the South 100 feet thereof and Lot 10, except the north 100 feet thereof, as per plat recorded in book 745 page 187 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as 3919 North Greenswitch Road, PIN 07-07-25-477-006; and also,

Tract P

The North 100 feet of Lot Ten (10) of Harrison Heights, as per plat recorded in book 745 page 187 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as 2699 Carolyn Avenue, PIN 07-07-25-477-005; and also,

Tract Q

Lot Eleven (11) of Harrison Heights as per plat recorded in book 745 page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as 2665 Carolyn Avenue, PIN 07-07-25-477-002; and also,

Tract R

Lot Twelve (12) of Harrison Heights, as per Plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as First Lot West of 2665 Carolyn Avenue, PIN 07-07-25-477-001; and also,

Tract S

Lot Thirteen (13) of Harrison Heights, as per plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as Farm Ground Second Lot West of 2665 Carolyn Avenue, PIN 07-07-25-476-003; and also,

Tract T

Lot Fourteen (14) of Harrison Heights, as per Plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as Farm Ground Third Lot West of 2665 Carolyn Avenue, PIN 07-07-25-476-002; and also,

Tract U

Lot Fifteen (15) of Harrison Heights, as per Plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as Farm Ground Fourth Lot West of 2665 Carolyn Avenue, PIN 07-07-25-476-001; and also,

Tract V

A Tract beginning Sixty (60) feet North of the Northwest Corner of Lot Fifteen (15) of Harrison Heights, a sub-division as per plat recorded in Book 745, Page 187 of the Records in the Recorder's Office of Macon County, Illinois, thence North 300 feet the East 200 feet, thence South 300 feet, thence West 200 feet to the place of beginning. Commonly known as 2500 Carolyn Avenue, PIN 07-07-25-426-005; and also,

Tract W

All of the South One Half of the North 1255.3 feet of the East One Half of the South East One Fourth (SE $\frac{1}{4}$) of Section Twenty-five (25), Township Seventeen (17) North, Range Two (2) East of the 3rd P.M., except the East 987.5 feet and except a tract of land as described in a deed recorded in Book 864, Page 75, in the County Recorder's Office of Macon County, Illinois;

The West 208.3 feet of the East 987.5 feet of the South Half (S $\frac{1}{2}$) of the North 1255.3 feet of the East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-five (25), Township Seventeen (17) North, Range Two (2) of the Third Principal Meridian. Commonly known as Lot Surrounding 2500 Carolyn Avenue, PIN 07-07-25-426-017; and also,

Tract X

The West 208.3 feet of the East 779.2 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast Quarter of Section 17 North, Range 2 East of the 3rd P.M. in Macon County, Illinois. Commonly known as 2610 Carolyn Avenue, PIN 07-07-25-426-008; and also,

Tract Y

Part of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 17 North, Range 2 East, of the 3rd P.M., Macon County, Illinois described as follows: Beginning at the iron pin at the Southeast corner of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25; thence North 313.95 feet along the East line of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25 to an iron pin; thence South 88°33'00" West, 208.10 feet to an iron pin on the West line of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25; thence South 0°02'16" East, 313.57 feet to the iron pin at the Southwest corner of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25; thence North 88°33'00" East, 207.89 feet along the South line of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25 to the point of

beginning, situated in Macon County, Illinois. Commonly known as 2626 Carolyn Avenue, PIN 07-07-25-426-021; and also,

Tract Z

Beginning at a point 720 feet North and 233.08 feet west of the Southeast Corner of the North 60 Acres of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section twenty-five (25) Township Seventeen (17) North, Range Two (2) East of the 3rd P.M., thence North 150 feet; thence West 129.52 feet; thence South 150 feet; thence East 129.52 feet to the point of beginning situated in Macon County, Illinois. Commonly known as 2666 Carolyn Avenue, PIN 07-07-25-426-011; and also,

Tract AA

Beginning 30 feet West and 720 feet North of the Southeast Corner of the North 60 acres of the East Half of the Southeast Quarter of Section 25 Township 17 North, Range 2 East of 3rd P.M. Thence North 150 feet, thence West 203.08 feet, thence South 150 feet, thence East to the place of beginning. Commonly known as 4003 North Greenswitch Road, PIN 07-07-25-426-012; and also,

Tract BB

The South 110 feet of the following described tract: The west 332.6 feet of the East 362.6 feet of the South Half (S $\frac{1}{2}$) of the North 1255.3 feet of the East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 25 Township 17 North, Range 2 East, EXCEPT the South 150 feet thereof. Situated in Macon County, Illinois. Commonly known as 4023 North Greenswitch Road, PIN 07-07-25-426-014; and also,

Tract CC

The West 332.6 feet of the East 362.6 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of section 25, Township 17 North, Range 2 East of the 3rd P.M. Except the North 251.75 feet thereof, and except the South 260 feet thereof. Situated in Macon County, Illinois. Commonly known as 4033 North Greenswitch Road, PIN 07-07-25-426-019; and also,

Tract DD

Part of the East 570.9 feet of the South Half of North 1,255.3 feet of the East Half of the Southeast Quarter of Section 25, Township 17 North, Range 2 East of the 3rd Principal Meridian, Macon County, Illinois described as follows:

Beginning at an iron pin 251.75 feet South and 30 feet West of the Northeast corner of the South Half of the North 1,255.3 feet of the East Half of the Southeast Quarter of said Section 25, thence North 00°00'37" West, 80.03 feet along a line 30 feet West of and parallel with the East line of the South Half of the North 1, 255.3 feet of the East Half of the Southeast Quarter of said Section 25 to an iron pin; thence South 88°33'05" West, 540.70 feet to an iron pin on the Southeast Quarter of said Section 25; thence South 00°02'16" East, 141.97 feet along the West line of the East 570.9 feet of the South Half of the North 1,255.3 feet of the East Half of the Southeast Quarter of said Section 25 to an iron pin; thence North 88°33'09" East, 208.09 feet to an iron pin on the East line of the West 208.3 feet of the East 570.9 feet of the South Half of the North 1,255.3 feet of the East Half of the Southeast Quarter of said Section 25; thence North 61.95 feet along the East line of the West 208.3 feet of the East 570.9 feet of the South Half of the North 1,25.3 feet of the East Half of the Southeast Quarter of said section 25 to an Iron pin; thence North 88°33'05" East, 332.53 feet to the Point of Beginning and containing 1.289 acre more or less.

Situated in Macon County, in the State of Illinois.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any. Commonly known as 4037 North Greenswitch Road, PIN 07-07-25-426-023; and also,

Tract EE

Parcel I: Part of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 17 North, Range 2 East of the 3rd P.M., Macon County, Illinois described as follows: Beginning at an iron pin at the Northeast corner of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25; thence South $88^{\circ}31'05''$ West, 208.31 feet to the iron pin at the Northwest corner of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Said Section 25; thence South $0^{\circ}02'16''$ East, 313.57 feet along the West line of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25 to an iron pin; thence North $88^{\circ}33'00''$ East, 280.10 feet to an iron pin on the East line of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25; thence North 313.70 feet along the East line of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25 to the point of beginning. Situated in Macon County, Illinois.

Parcel II: The North 251.75 feet of the West 332.6 feet of the East 362.6 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 17 North, Range 2 East of the 3rd P.M. Situated in Macon County, Illinois.

Except the following described real estate: Part of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 17 North, Range 2 East of the 3rd P.M., Macon County Illinois described as follows; Beginning at an Iron Pin 251.75 feet South and 30 feet West of the Northeast corner of the South $\frac{1}{2}$ of the North 1255.3 of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25, Thence N. $0^{\circ}00'37''$ W. 80.03 feet along the line 30' West of and parallel with the East line of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25 to an Iron Pin; thence S. $88^{\circ}33'05''$ W., 540.70 feet to an Iron Pin on the West line of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25; thence S. $0^{\circ}02'16''$ E., 141.97 feet along the West line of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25 to an Iron Pin; thence N. $88^{\circ}33'09''$ E., 208.09 feet to an iron pin on the East line of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25; thence North 61.95 feet along the East line of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25 to an Iron Pin; thence N. $88^{\circ}33'05''$ E., 332.53 feet to the Point of Beginning and containing 1.289 acre more or less. Commonly known as 4043 North Greenswitch Road, PIN 07-07-25-426-022; and also,

Tract FF

Atwood Addition Lot 1, as per plat recorded in book 1832 page 224 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as 4053 North Greenswitch Road, PIN 07-07-25-426-016.

NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on November 18, 2019, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 32 tracts of property totaling approximately 53.07 acres and is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

Tract A

The East 4 chains of the West 10 chains of the South 2 ½ chains of the Southeast ¼ of the Southeast ¼ of Section 25, township 17 North, Range 2 East of the 3rd P.M., except that portion dedicated for public road purposes. Commonly known as 2550 East Mound Road, PIN 07-07-25-478-010; and also,

Tract B

The South 20 acres of the East Half of the Southeast Quarter of Section 25, Township 17 North, Range 2 East of the 3rd P.M., except the South 2.50 chains of the West 10 chains thereof except the portion thereof in public highways, 17 acres more or less of vacant land. Commonly known as Farm Ground North of 2550 East Mound Road, PIN 07-07-25-478-007; and also,

Tract C

The South 100.00 feet of Lot One (1) of Harrison Heights Addition, EXCEPT the West 171.2 feet thereof, as per plat recorded in Book 745, page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois; AND The West 171.2 feet of the south 100 feet of Lot One (1) of Harrison Heights, as per plat recorded in Book 745, page 187 of the records in the Recorder's Office of Macon County, Illinois situated in Macon County, Illinois. Commonly known as 3885 North Greenswitch Road, PIN 07-07-25-478-012; and also,

Tract D

Lot One (1) of Harrison Heights , as per plat recorded in Book 745, Page 187 of the Records in the Recorder's Office of Macon County, Illinois, except beginning at the Northeast corner of said Lot 1, thence West 200 feet, thence South 100 feet, thence East 200 feet, thence North to the place of beginning, and except the East 200.0 feet of the South 100 feet thereof. Situated in Macon County, Illinois. Commonly known as 3887 North Greenswitch Road, PIN 07-07-25-478-011; and also,

Tract E

The North 100 feet of the East 200 feet of Lot One (1) of Harrison Heights, as per plat recorded in book 745 page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as 2697 Cleta Street, PIN 07-07-25-478-005; and also,

Tract F

Lot Two (2) of Harrison Heights, as per plat recorded in book 745 page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as 2615 Cleta Street, PIN 07-07-25-478-003; and also,

Tract G

Lot Sixteen (16) of Harrison Heights, as per plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as Lot West of 2615 Cleta Street, PIN 07-07-25-478-002; and also,

Tract H

Lot Three (3) of Harrison Heights, as per Plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as 2595 Cleta Street, PIN 07-07-25-478-001; and also,

Tract I

Lot Four (4) of Harrison Heights, as per plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as Farm Ground Third Lot West of 2616 Cleta Street; PIN 07-07-25-476-004; and also,

Tract J

Lot Five (5) of Harrison Heights, as per plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as Farm Ground Second Lot West of 2616 Cleta Street, PIN 07-07-25-476-005; and also,

Tract K

Lot Six (6) of Harrison Heights, as per plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as Farm Ground First Lot West of 2616 Cleta Street, PIN 07-07-25-476-006; and also,

Tract L

Lot Seven (7) of Harrison Heights, as per Plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as 2616 Cleta Street, PIN 07-07-25-477-003; and also,

Tract M

Harrison Heights Lot 8, as per plat recorded in book 745 page 187 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as Vacant Lot East of 2616 Cleta Street, PIN 07-07-25-477-004; and also,

Tract N

The South 100 feet of Lot Nine (9) of Harrison Heights, as per plat recorded in book 745 page 187 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as 3909 North Greenswitch Road, PIN 07-07-25-477-007; and also,

Tract O

Harrison Heights Lot 9, except the South 100 feet thereof and Lot 10, except the north 100 feet thereof, as per plat recorded in book 745 page 187 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as 3919 North Greenswitch Road, PIN 07-07-25-477-006; and also,

Tract P

The North 100 feet of Lot Ten (10) of Harrison Heights, as per plat recorded in book 745 page 187 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as 2699 Carolyn Avenue, PIN 07-07-25-477-005; and also,

Tract Q

Lot Eleven (11) of Harrison Heights as per plat recorded in book 745 page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as 2665 Carolyn Avenue, PIN 07-07-25-477-002; and also,

Tract R

Lot Twelve (12) of Harrison Heights, as per Plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as First Lot West of 2665 Carolyn Avenue, PIN 07-07-25-477-001; and also,

Tract S

Lot Thirteen (13) of Harrison Heights, as per plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as Farm Ground Second Lot West of 2665 Carolyn Avenue, PIN 07-07-25-476-003; and also,

Tract T

Lot Fourteen (14) of Harrison Heights, as per Plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as Farm Ground Third Lot West of 2665 Carolyn Avenue, PIN 07-07-25-476-002; and also,

Tract U

Lot Fifteen (15) of Harrison Heights, as per Plat recorded in Book 745 Page 187 of the records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois. Commonly known as Farm Ground Fourth Lot West of 2665 Carolyn Avenue, PIN 07-07-25-476-001; and also,

Tract V

A Tract beginning Sixty (60) feet North of the Northwest Corner of Lot Fifteen (15) of Harrison Heights, a sub-division as per plat recorded in Book 745, Page 187 of the Records in the Recorder's Office of Macon County, Illinois, thence North 300 feet the East 200 feet, thence South 300 feet, thence West 200 feet to the place of beginning. Commonly known as 2500 Carolyn Avenue, PIN 07-07-25-426-005; and also,

Tract W

All of the South One Half of the North 1255.3 feet of the East One Half of the South East One Fourth (SE $\frac{1}{4}$) of Section Twenty-five (25), Township Seventeen (17) North, Range Two (2) East of the 3rd P.M., except the East 987.5 feet and except a tract of land as described in a deed recorded in Book 864, Page 75, in the County Recorder's Office of Macon County, Illinois;

The West 208.3 feet of the East 987.5 feet of the South Half (S $\frac{1}{2}$) of the North 1255.3 feet of the East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-five (25), Township Seventeen (17) North, Range Two (2) of the Third Principal Meridian. Commonly known as Lot Surrounding 2500 Carolyn Avenue, PIN 07-07-25-426-017; and also,

Tract X

The West 208.3 feet of the East 779.2 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast Quarter of Section 17 North, Range 2 East of the 3rd P.M. in Macon County, Illinois. Commonly known as 2610 Carolyn Avenue, PIN 07-07-25-426-008; and also,

Tract Y

Part of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 17 North, Range 2 East, of the 3rd P.M., Macon County, Illinois described as follows: Beginning at the iron pin at the Southeast corner of the West 208.3 feet of the East

570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25; thence North 313.95 feet along the East line of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25 to an iron pin; thence South $88^{\circ}33'00''$ West, 208.10 feet to an iron pin on the West line of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25; thence South $0^{\circ}02'16''$ East, 313.57 feet to the iron pin at the Southwest corner of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25; thence North $88^{\circ}33'00''$ East, 207.89 feet along the South line of the West 208.3 feet of the East 570.9 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 25 to the point of beginning, situated in Macon County, Illinois. Commonly known as 2626 Carolyn Avenue, PIN 07-07-25-426-021; and also,

Tract Z

Beginning at a point 720 feet North and 233.08 feet west of the Southeast Corner of the North 60 Acres of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section twenty-five (25) Township Seventeen (17) North, Range Two (2) East of the 3rd P.M., thence North 150 feet; thence West 129.52 feet; thence South 150 feet; thence East 129.52 feet to the point of beginning situated in Macon County, Illinois. Commonly known as 2666 Carolyn Avenue, PIN 07-07-25-426-011; and also,

Tract AA

Beginning 30 feet West and 720 feet North of the Southeast Corner of the North 60 acres of the East Half of the Southeast Quarter of Section 25 Township 17 North, Range 2 East of 3rd P.M. Thence North 150 feet, thence West 203.08 feet, thence South 150 feet, thence East to the place of beginning. Commonly known as 4003 North Greenswitch Road, PIN 07-07-25-426-012; and also,

Tract BB

The South 110 feet of the following described tract: The west 332.6 feet of the East 362.6 feet of the South Half (S $\frac{1}{2}$) of the North 1255.3 feet of the East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 25 Township 17 North, Range 2 East, EXCEPT the South 150 feet thereof. Situated in Macon County, Illinois. Commonly known as 4023 North Greenswitch Road, PIN 07-07-25-426-014; and also,

Tract CC

The West 332.6 feet of the East 362.6 feet of the South $\frac{1}{2}$ of the North 1255.3 feet of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of section 25, Township 17 North, Range 2 East of the 3rd P.M. Except the North 251.75 feet thereof, and except the South 260 feet thereof. Situated in Macon County, Illinois. Commonly known as 4033 North Greenswitch Road, PIN 07-07-25-426-019; and also,

Tract DD

Part of the East 570.9 feet of the South Half of North 1,255.3 feet of the East Half of the Southeast Quarter of Section 25, Township 17 North, Range 2 East of the 3rd Principal Meridian, Macon County, Illinois described as follows:

Beginning at an iron pin 251.75 feet South and 30 feet West of the Northeast corner of the South Half of the North 1,255.3 feet of the East Half of the Southeast Quarter of said Section 25, thence North $00^{\circ}00'37''$ West, 80.03 feet along a line 30 feet West of and parallel with the East line of the South Half of the North 1,255.3 feet of the East Half of the Southeast Quarter of said Section 25 to an iron pin; thence South $88^{\circ}33'05''$ West, 540.70 feet to an iron pin on the Southeast Quarter of said Section 25; thence South $00^{\circ}02'16''$ East, 141.97 feet along the West line of the East 570.9 feet of the South Half of the North 1,255.3 feet of the East Half of the Southeast Quarter of said Section 25 to an iron pin; thence North $88^{\circ}33'09''$ East, 208.09 feet to an iron pin on the East line of the West 208.3 feet of the East 570.9 feet of the South Half of the North 1,255.3 feet of the East Half of the Southeast Quarter of said Section 25; thence North

61.95 feet along the East line of the West 208.3 feet of the East 570.9 feet of the South Half of the North 1,255.3 feet of the East Half of the Southeast Quarter of said section 25 to an Iron pin; thence North 88°33'05" East, 332.53 feet to the Point of Beginning and containing 1.289 acre more or less.

Situated in Macon County, in the State of Illinois.

Except any interest in the coal, oil, gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals, if any. Commonly known as 4037 North Greenswitch Road, PIN 07-07-25-426-023; and also,

Tract EE

Parcel I: Part of the West 208.3 feet of the East 570.9 feet of the South ½ of the North 1255.3 feet of the East ½ of the Southeast ¼ of Section 25, Township 17 North, Range 2 East of the 3rd P.M., Macon County, Illinois described as follows: Beginning at an iron pin at the Northeast corner of the West 208.3 feet of the East 570.9 feet of the South ½ of the North 1255.3 feet of the East ½ of the Southeast ¼ of said Section 25; thence South 88°31'05" West, 208.31 feet to the iron pin at the Northwest corner of the West 208.3 feet of the East 570.9 feet of the South ½ of the North 1255.3 feet of the East ½ of the Southeast ¼ of Said Section 25; thence South 0°02'16" East, 313.57 feet along the West line of the West 208.3 feet of the East 570.9 feet of the South ½ of the North 1255.3 feet of the East ½ of the Southeast ¼ of said Section 25 to an iron pin; thence North 88°33'00" East, 280.10 feet to an iron pin on the East line of the West 208.3 feet of the East 570.9 feet of the South ½ of the North 1255.3 feet of the East ½ of the Southeast ¼ of said Section 25; thence North 313.70 feet along the East line of the West 208.3 feet of the East 570.9 feet of the South ½ of the North 1255.3 feet of the East ½ of the Southeast ¼ of said Section 25 to the point of beginning. Situated in Macon County, Illinois.

Parcel II: The North 251.75 feet of the West 332.6 feet of the East 362.6 feet of the South ½ of the North 1255.3 feet of the East ½ of the Southeast ¼ of Section 25, Township 17 North, Range 2 East of the 3rd P.M. Situated in Macon County, Illinois.

Except the following described real estate: Part of the East 570.9 feet of the South ½ of the North 1255.3 feet of the East ½ of the Southeast ¼ of Section 25, Township 17 North, Range 2 East of the 3rd P.M., Macon County Illinois described as follows; Beginning at an Iron Pin 251.75 feet South and 30 feet West of the Northeast corner of the South ½ of the North 1255.3 of the East ½ of the Southeast ¼ of said Section 25, Thence N.0°00'37"W. 80.03 feet along the line 30' West of and parallel with the East line of the South ½ of the North 1255.3 feet of the East ½ of the Southeast ¼ of said Section 25 to an Iron Pin; thence S.88°33'05"W., 540.70 feet to an Iron Pin on the West line of the East 570.9 feet of the South ½ of the North 1255.3 feet of the East ½ of the Southeast ¼ of said Section 25; thence S.0°02'16"E., 141.97 feet along the West line of the East 570.9 feet of the South ½ of the North 1255.3 feet of the East ½ of the Southeast ¼ of said Section 25 to an Iron Pin; thence N.88°33'09"E., 208.09 feet to an iron pin on the East line of the West 208.3 feet of the East 570.9 feet of the South ½ of the North 1255.3 feet of the East ½ of the Southeast ¼ of said Section 25; thence North 61.95 feet along the East line of the West 208.3 feet of the East 570.9 feet of the South ½ of the North 1255.3 feet of the East ½ of the Southeast ¼ of said Section 25 to an Iron Pin; thence N.88°33'05"E., 332.53 feet to the Point of Beginning and containing 1.289 acre more or less. Commonly known as 4043 North Greenswitch Road, PIN 07-07-25-426-022; and also,

Tract FF

Atwood Addition Lot 1, as per plat recorded in book 1832 page 224 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as 4053 North Greenswitch Road, PIN 07-07-25-426-016.

DATED this 7th day of October 2019.

CITY CLERK
CITY OF DECATUR, ILLINOIS

City Clerk

DATE: 9/30/2019

MEMO: 2019-36

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Reappointments - Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board Authority)

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of Dave Martin, Antonio Brown, and Linda Love to the Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board Authority).

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointments 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:

Dave Martin - Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board Authority)	10/27/2022
Antonio Brown - Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board Authority)	10/27/2022
Linda Love - Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board Authority)	10/27/2022

DATED this 7th day of October, 2019.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2019-_____
RESOLUTION APPROVING REAPPOINTMENTS

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 reappointments 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, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 7th day of October, 2019.

Julie Moore Wolfe, Mayor

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Plan Commission Minutes of June 6 & July 25, 2019	Backup Material

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

Thursday, June 6, 2019
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The June 6, 2019 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Acting Chairman Susie Peck who determined a quorum was present.

Members Present: Tom Brinkoetter, Bill Clevenger, Jason Drake, Bruce Frantz,
Terry Howley, Rick Johnson, Mike Peoples, Kent Newton, Susie Peck

Members Absent: Bruce Jeffery

Staff Present: Scott Dedert, Ray Lai, John Robinson,
Joselyn Stewart, Griffin Enyart, Janet Poland

II. Approval of Minutes of the April 4, 2019 City Plan Commission Meeting

It was moved and seconded (Howley/Newton) to approve the minutes of the April 4, 2019 meeting of the Decatur City Plan Commission. Motion carried with Bruce Frantz, Mike Peoples and Acting Chairman Peck abstaining.

III. New Business

A.

Case No. 19-23 Petition of MACON RESOURCES INC. for a Conditional Use Permit in the B-1 Neighborhood Shopping District to allow for a mixed use-residential (Residential Care Home, Small) and office space in one building located at 1811 SOUTH TAYLOR ROAD. The property is zoned B-1 Neighborhood Shopping District.

It was moved and seconded (Frantz/Brinkoetter) to forward Case No. 19-23 to the City Council with a recommendation of approval as set forth in the staff report.

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

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request) with the following condition:

1. One existing building not exceeding 12,500 square feet in total for a mix of Small Residential Care Home and not more than 6,000 square feet of office space shall be allowed.

Mrs. Mary Cave, representative for the petitioner, was sworn in by Mrs. Janet Poland.

Mrs. Cave stated this building is currently owned by Macon Resources which houses a few offices. They have a group home on West Main Street that needs a lot of renovations. They will move the occupants of this group home to the proposed site since there is adequate space to make eight (8) studio rooms. Eight (8) occupants is the number that the state law allows. The home will be staffed twenty-four (24) hours a day. The parking is more than required. The additional space may be used for additional offices.

Mr. Bruce Frantz asked if this is temporary or long-term housing. Mrs. Cave stated it is for long-term and it is not used for not drug rehab. The occupants are mentally disabled adults.

Mr. Doug Lindsay was sworn in by Mrs. Poland.

Mr. Lindsay stated he is not opposed to this group home, however, he had a few questions.

Mr. Lindsay asked if another home would be built further back on the property that Macon Resources owns.

Mrs. Amy Bliefnick, CEO of Macon Resources, was sworn in by Mrs. Poland.

Mrs. Bliefnick stated they will not build another group home as the state does not allow it. The additional space will be used for offices and meetings. The state does not allow them to have more than eight (8) people to a group home so they are not able to use the additional space for that use. The buildings behind will be used for storage. The occupants are independent and the facility will be staffed twenty-four (24) hours a day. They will be very good neighbors.

Mr. Lindsay said he is concerned about the buses being stored on the property. Mrs. Bliefnick stated the buses are just stored there temporarily.

There were no objectors present.

Upon call of the roll, Commission members Tom Brinkoetter, Bill Clevenger, Jason Drake, Bruce Frantz, Terry Howley, Rick Johnson, Kent Newton, Mike Peoples and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

Case No. 19-24 Petition of CROSSING HEALTHCARE, to vacate the 230-399 Block of East Marietta Street and to vacate the East/West Alley Right-of-Way located between the 1000 Blocks of North Warren Street and North Water Street.

It was moved and seconded (Howley/Peoples) to forward Case No. 19-24 to the City Council with a recommendation of approval as set forth in the staff report.

Mrs. Joselyn Stewart was sworn in by Mrs. Poland.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request) with the following conditions:

1. A blanket easement for the vacated alleyway between East Condit Street and East Orchard Street, west of North Warren Street, shall be maintained for utilities as long as the City's sanitary sewer is there.
2. A blanket easement for East Marietta Street, east of North Water Street and west of North Warren Street, shall be maintained for utilities as long as the City's utilities are there.

3. The future property owners shall be responsible for maintaining all utility easements within or relocating all utilities from vacated public rights-of-way per the associated sales agreement between the City and Crossing Healthcare.

Mrs. Mary Cave, representative for the petitioner, stated East Marietta Street would be vacated in order for a building to be placed across it and the alley to the north would also be vacated. The west part of the alley had previously been vacated.

Mr. Newton asked if there was a sewer in Marietta Street. Mrs. Cave said there is a sewer and watermain that will be relocated.

Ms. Regan Deering, representative of Northeast Community Fund, was sworn in by Mrs. Poland.

Ms. Deering asked who would be responsible for the payment of the two vacations. Mrs. Cave said Crossing Healthcare.

There were no objectors present.

Upon call of the roll, Commission members Tom Brinkoetter, Bill Clevenger, Jason Drake, Bruce Frantz, Terry Howley, Rick Johnson, Kent Newton, Mike Peoples and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

Mr. Clevenger left the meeting at 3:20 pm.

Case No. 19-22 Petition of CROSSING HEALTHCARE, to amend the current PD Planned Development District, and to rezone properties from B-2 Commercial District and R-6 Multiple Dwelling District to PD Planned Development District bounded in general by East Condit Street, North Warren Street, East Marietta Street, a North/South Alley Right-Of-Way between North Water Street and North Warren Street, and North Water Street to allow expansion to the previously approved Community Care Campus by incorporating additional social service facility with accessory parking areas and orchards. The current PD Planned Development District is generally bounded by East Marietta Street, North Water Street, East Wabash Avenue and Martin Luther King Jr. Drive.

It was moved and seconded (Newton/Peoples) to forward Case No. 19-22 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request), also pointing out that a small building has recently been acquired by the petitioner which will be used as a storage building. This storage building should be reflected in the staff report and the recommendation. Staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting and the updated information (staff report is on file and is available for reviewing by request) with the following conditions:

1. The permitted uses in this Planned Development District for a community care campus shall include health care center, food pantry, early childhood development center, outpatient medical/healthcare facility, inpatient medical/healthcare facility, dormitory for temporary patients, medical and professional offices, detox/residential rehabilitation facility, community gardens, orchards, social service facility, apartments and accessory uses including but not limited to apartments for patients as approved by the Department of Economic and Community Development.

2. Provide traffic analysis to determine if improvements will be needed to the intersections of Water Street with King Street and Martin Luther King Jr. Drive with King Street. IDOT approval must be received for any changes within the North Water Street right-of-way.
3. Minimum parking and loading requirements have to be complied with the Zoning Ordinance. Bicycle racks shall be provided in appropriate locations for employees and patients.
4. A maximum of eleven (11) buildings, the existing Crossing Healthcare medical care facility included, shall be allowed within this Planned Development District, with a combined total square footage not to exceed 224,466 square feet. No building shall exceed 90,000 sq. ft. in size. All buildings shall be one-story in height, with the exception of the dormitory, social service facility, and apartments which may be two-story.
5. Building elevations and construction materials primarily of masonry for all permitted buildings shall be as approved by the Department of Economic and Community Development in conjunction with the final site plan review.
6. The overall development will be permitted to have no more than five (5) freestanding monument style signs including – one (1) along the frontage of East Central Avenue and North Water Street, one (1) near the intersection of East King Street and North Warren Street, and one (1) along Martin Luther King Jr. Drive frontage, and one (1) along Condit Street. Wayfinding signs should not exceed four (4) square feet in area and shall not exceed three (3) feet in height each.
7. All lights facing residential uses shall be shielded.
8. Walking trails, decorative 6-foot high perimeter fencing, landscaped berms, community gardens, and orchards shall be provided as approved on the final site plan.
9. Sustainability features should be further explored and provided as much as possible for the development of the subject site.
10. A five-lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
11. Reciprocal cross-access and cross-parking easements shall be provided as approved on the final site plan/subdivision plats and recorded with Macon County Recorder of Deeds.
12. Final site, landscaping/decorative fencing, and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

Mr. Dedert and Mr. Lai clarified the boundary lines of the proposed rezoning parcels and the current PD Planned Development District and the situations where the petitioner should come back to amend the PD Planned Development District.

Ms. Regan Deering, representative for Northeast Community Fund, asked if the signs would be shared signs. Mr. Lai stated he would like to see all tenants of the entire development work together on the signage to add to the appeal of the community Care Campus.

Mrs. Mary Cave, representative for the petitioner, reviewed the boundaries, explained the progression/additions of the PD Planned Development and signage. The recently acquired building will be used for storing equipment for maintaining the campus.

Mr. Johnson asked if the storage building will be improved. Mrs. Cave said she is not sure but it will up to the standards they want and the parking lot around it will be repaved to make it look nice. The alley to the east will be repaved to make it more like a walking trail.

Mr. Willie Lee, representative for the John C. Elis Masonic Lodge, was sworn in by Mrs. Poland.

Mr. Lee asked if they will be able to access their building from the east and was also concerned about the alleyway paving. Mrs. Cave said that Orchard and Marietta are blocked east of their building but they will be able to access Water Street to the west on Orchard and Marietta. The parking lot to King Street will be open without any gates. The alley will be paved south of their building from Marietta down to King Street.

Upon call of the roll, Commission members Tom Brinkoetter, Jason Drake, Bruce Frantz, Terry Howley, Rick Johnson, Kent Newton, Mike Peoples and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

Case No. 19-26 Petition of RAYMOND LAI, DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT, ON BEHALF OF THE CITY OF DECATUR for rezoning from M-1 Intense Commercial-Light Industrial District to M-2 Heavy Industrial District with a Conditional Use Permit in the M-2 Heavy Industrial District to allow for Industrial and Commodity Scrap Processing and Storage Yard located in the 2000 Block of SOUTH IMBODEN COURT. Said premises is currently zoned M-1 Intense Commercial-Light Industrial District.

It was moved and seconded (Newton/Peoples) to forward Case No. 19-26 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request) with the following conditions:

1. The uses permitted for this site shall include industrial and commodity scrap processing and storage yards, offices, warehouses, and asphalt shingle recycling facility.
2. Landscaping buffer of twenty-five (25) feet in width with arborvitae trees of a minimum of six (6) feet in height along the southern and western property lines where they adjoin the ballfields.
3. Final site, landscaping and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

Mr. Newton stated he is concerned about the six (6) feet arborvitae trees not being enough of a buffer from where children will be playing and the asphalt processing that will be going on. The mounds of asphalt are probably twenty (20) feet tall. Mr. Dedert stated the Plan Commission could modify the condition and add a berm of (3) to four (4) feet and the trees would be planted on top of the berm which would quickly increase the trees to approximately ten (10) feet. At maturity, arborvitae may reach up to forty (40) feet and grow at an average of three (3) feet per year.

Mr. Lai stated it would be difficult to hide the asphalt plant. However, there would be a twenty-five (25) foot buffer that will help with the visual impact from the ballfield. the Plan Commission can add additional spacing, height or other conditions if they prefer. The six (6) foot arborvitae are a starting point.

Mr. Brinkoetter said they could possibly stagger the trees for better coverage. He also stated the ballfields are privately owned and are primarily used for travel baseball.

Mr. Andrew Chiligris, Counsel for the purchasers, was sworn in by Mrs. Poland.

Mr. Chiligris stated before the Commissioners think about adding any additional conditions he would like them to think about the bigger picture. The current location of the shingle grinding facility is not optimal for anyone. This facility will be moved to an industrial setting. This facility will not be next to the ballfields, which are also zone industrial. Mr. Chiligris stated he was not in favor of the planting of the arborvitaes as he was not aware of the conditions until this meeting. This site is being purchased from the City on an "as is" basis. Mr. Chiligris was complementary of the assistance he received from staff.

Mr. Dedert explained where staff would like the arborvitaes to be located. Landscaping points for existing trees/vegetation are given to meet the requirements for the landscaping plan. Mr. Brinkoetter said the big ball diamond is to the west where staff would like the trees. The diamond faces away from the building and no one will be facing towards the building. The trees would not be shielding anything. Mr. Dedert stated the uses could possibly be changed on the property in the future so staff would still recommend the planting of the arborvitaes.

Mr. Dedert said it is staff's recommendation that the landscaping details be worked out at a later date during site plan approval between the City and the proposed buyer.

It was moved and seconded (Newton/Brinkoetter) to amend the motion for Case No. 19-26 with a recommendation of approval as set forth in the staff report excluding staff's recommendation condition #2.

Upon call of the roll, Commission members Tom Brinkoetter, Jason Drake, Bruce Frantz, Terry Howley, Rick Johnson, Kent Newton, Mike Peoples and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the modified motion carried.

It was moved and seconded (Newton/Brinkoetter) to forward Case No. 19-26 as amended to the City Council with a recommendation of approval as set forth in the staff report excluding staff's recommendation condition #2.

Upon call of the roll, Commission members Tom Brinkoetter, Jason Drake, Bruce Frantz, Terry Howley, Rick Johnson, Kent Newton, Mike Peoples and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

B. Election of Officers

Acting Chairman Peck stated she has appointed Kent Newton, Mike Peoples and Bruce Frantz to meet as a Nominating Committee to nominate members of the Plan Commission for the upcoming election of officers for the positions of Chairperson, Vice-Chairperson, Secretary and Alternate Secretary. At the next meeting, they will inform the Commission of their nominations. Anyone on the Plan Commission may also declare for any of the offices. Mr. Newton asked if anyone is interested to please let them know.

Acting Chairman Peck introduced and welcomed Jason Drake and Rick Johnson as the two newest members to the Plan Commission.

IV. Appearance of Citizens

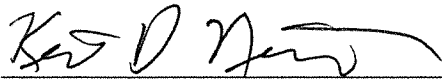
No citizen expressed comments.

V. Comments and Information from Commission Members

No commission member expressed comments.

VI. Adjournment

There being no further business, and upon the call of roll, Acting Chairman Peck declared the meeting adjourned at 4:36 P.M.

A handwritten signature in black ink, appearing to read "Kent Newton", is written over a horizontal line.

Kent Newton, Secretary, Decatur City Plan Commission

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

Thursday, July 25, 2019
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The July 25, 2019 special meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Susie Peck who determined a quorum was present.

Members Present: Bill Clevenger, Jason Drake,
Bruce Frantz, Rick Johnson, Susie Peck

Members Absent: Tom Brinkoetter, Terry Howley, Mike Peoples, Kent Newton

Staff Present: Scott Dedert, Ray Lai, John Robinson,
Tim Dudley, Joselyn Stewart, Paul Caswell, Janet Poland

II. Approval of Minutes of the July 11, 2019 City Plan Commission Meeting

It was moved and seconded (Frantz/Johnson) to approve the minutes of the July 11, 2019 meeting of the Decatur City Plan Commission. Motion carried unanimously, as amended, with the correction of the time Mr. Bill Clevenger entered the meeting at 2:35 P.M.

III. New Business

Case No. 19-35 Petition of CROSSING HEALTHCARE, to amend the current PD Planned Development District, and to rezone properties from B-2 Commercial District and R-6 Multiple Dwelling District to PD Planned Development District bounded in general by East Condit Street, North Warren Street, East Marietta Street, a North/South Alley Right-Of-Way between North Water Street and North Warren Street, and North Water Street to allow expansion to the previously approved Community Care Campus by incorporating additional social service facility with accessory parking areas and orchards. The current PD Planned Development District is generally bounded by East Marietta Street, North Water Street, East Wabash Avenue and Martin Luther King Jr. Drive.

It was moved and seconded (Frantz/Clevenger) to forward Case No. 19-35 to the City Council with a recommendation of approval as set forth in the staff report.

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

Mr. Dedert stated the Plan Commission is hearing this case again as there was a technicality on the legal description when it was brought before the Commission in June.

Mr. Dedert discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request) with the following conditions:

1. The permitted uses in this Planned Development District for a community care campus shall include health care center, food pantry, early childhood development center, outpatient medical/healthcare facility, inpatient medical/healthcare facility, dormitory for temporary patients, medical and professional offices, detox/residential rehabilitation facility, community gardens, orchards, social service facility, apartments and accessory uses including but not limited to apartments for patients as approved by the Department of Economic and Community Development.
2. Provide traffic analysis to determine if improvements will be needed to the intersections of Water Street with King Street and Martin Luther King Jr. Drive with King Street. IDOT approval must be received for any changes within the North Water Street right-of-way.
3. Minimum parking and loading requirements have to be complied with the Zoning Ordinance. Bicycle racks shall be provided in appropriate locations for employees and patients.
4. A maximum of eleven (11) buildings, the existing Crossing Healthcare medical care facility included, shall be allowed within this Planned Development District, with a combined total square footage not to exceed 225,000 square feet. No building shall exceed 90,000 sq. ft. in size. All buildings shall be one-story in height, with the exception of the dormitory, social service facility, and apartments which may be two-story.
5. Building elevations and construction materials primarily of masonry for all permitted buildings shall be as approved by the Department of Economic and Community Development in conjunction with the final site plan review.
6. The overall development will be permitted to have no more than five (5) freestanding monument style signs including – one (1) along the frontage of East Central Avenue and North Water Street, one (1) near the intersection of East King Street and North Warren Street, and one (1) along Martin Luther King Jr. Drive frontage, and one (1) along Condit Street. Wayfinding signs should not exceed four (4) square feet in area and shall not exceed three (3) feet in height each.
7. All lights facing residential uses shall be shielded.
8. Walking trails, decorative 6-foot high perimeter fencing, landscaped berms, community gardens, and orchards shall be provided as approved on the final site plan.
9. Sustainability features should be further explored and provided as much as possible for the development of the subject site.
10. A five-lot final subdivision plat will be required to be submitted, approved and recorded prior to a final site plan being approved.
11. Reciprocal cross-access and cross-parking easements shall be provided as approved on the final site plan/subdivision plats and recorded with Macon County Recorder of Deeds.
12. Final site, landscaping/decorative fencing, and lighting plans shall be submitted to and approved by the Economic and Community Development Department, Public Works Department and the Fire Department prior to building permits being released.

Mrs. Mary Cave, representative for the petitioner, was sworn in by Mrs. Poland.

Mrs. Cave said she spoke about this item quite a bit when it came before the Plan Commission. She would be happy to answer any questions the Commission members have.

Mr. Ray Lai, Director of Economic and Community Development, stated the dumpster enclosure on the site plan is within the right-of-way. Mr. Lai said they cannot be located in the right-of-way.

Mrs. Cave stated they have worked through this and they will be moved.

There were no objectors present.

Upon call of the roll, Commission members Bill Clevenger, Jason Drake, Bruce Frantz, Rick Johnson and Chairman Susie Peck voted aye. Chairman Peck declared the motion carried.

IV. Appearance of Citizens

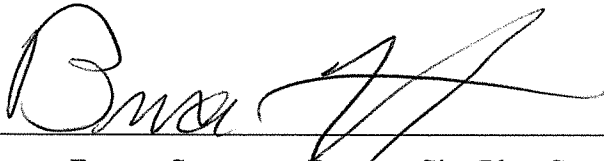
No citizen expressed comments.

V. Comments and Information from Commission Members

Mr. Lai informed the Commission members that due to lack of petitions, there will not be an August meeting. Mr. Dedert thanked the members for coming to the special meeting.

VI. Adjournment

There being no further business, it was moved and seconded (Clevenger/Johnson) to adjourn the meeting. Motion carried unanimously. Chairman Peck declared the meeting adjourned at 3:18 P.M.

A handwritten signature in black ink, appearing to read 'Bruce Frantz', is written over a horizontal line.

Bruce Frantz, Secretary, Decatur City Plan Commission