



**Tuesday, September 4, 2018  
5:30 PM**

## **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 August 20, 2018 City Council Meeting

### **IV. Unfinished Business**

### **V. New Business**

1. City Manager's Budget Update
2. Proclamations and Recognitions
3. Public Hearing - Petition of the City of Decatur, Illinois, to Vacate Streets, Alleyways and other Rights of Way in the 400-599 Blocks of East Central Avenue and the 900-999 Blocks of North Warren Street Right-of-Way and to vacate the Alley Right-of-Way located between the 200-599 Blocks of East Wabash Avenue and East Central Avenue, between the 400 Blocks of East Central Avenue and East King Street, between the 200 Blocks of East Central Avenue and East King Street, between the 800 Blocks of North Warren Street and North Water Street, between the 900 Blocks of North Warren Street and North Water Street, and between the 200-599 Blocks of East King Street and East Marietta Street.
4. Ordinance Vacating Public Rights-of-Way in the 400-599 Blocks of East Central Avenue and the 900-999 Blocks of North Warren Street Rights-of-Way and to Vacate the Alley Rights-of-Way Located Between the 200-599 Blocks of East Wabash Avenue and East Central Avenue, Between the 400 Blocks of East Central Avenue and East King Street, Between the 200 Blocks of East Central Avenue and East King Street, Between the 800 Blocks of North Warren Street and North Water Street, Between the 900 Blocks of North Warren Street and North Water Street, and Between the 200-599 Blocks of East King Street and East Marietta Street

5. Resolution Authorizing Real Estate Contract for Property Generally Located in the 200-500 Blocks of East Marietta Street, The 200-500 Blocks of East King Street, The 200-500 Blocks of East Central Avenue, The 200-500 Block of East Wabash Avenue and the 800-900 Blocks of North Warren Street and North Water Street in the Wabash Crossing Redevelopment Area.
6. Ordinance Amending Zoning Ordinance Section II. Definitions Section XXVII. Wireless Facilities Section XXX Zoning Board of Appeals
7. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz Inc. for Fire Station 5 Construction Project
8. Ordinance Granting Conditional Use Permit to Allow for an Ambulance Service 417, 447, 453, and 461 West Wood Street
9. Ordinance Granting Conditional Use Permit to Allow for an Ambulance Service 1102 West Ravina Park Road
10. Resolution Authorizing Agreement with BlueCross BlueShield of Illinois for Administration of the City Group Health Benefit Plan for the Calendar Year 2019
11. Resolution Authorizing Property and Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2018 to October 1, 2019
12. Resolution Authorizing Excess Workers Compensation Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2018 to October 1, 2019
13. Resolution Authorizing Excess Property Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2018 to October 1, 2019
14. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block of Merchant Street - Northeast Community Fund - Feed the Fund - September 29, 2018

**VI. Other Business**

**VII. Recess to Study Session**

Recess to Study Session to Discuss Council Goals

**VIII. Recess to Closed Executive Session**

Recess to Closed Executive Session under Section 2 Open Meetings Act (c) (5) for 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

**IX. Adjournment**



## CITY COUNCIL MINUTES

Monday, August 20, 2018

On Monday, August 20, 2018, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray and Bill Faber. Seven members present. Mayor Julie Moore Wolfe declared a quorum present.

Interim City Manager Billy Tyus attended the meeting as well.

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

Mayor Julie Moore Wolfe called for Appearance of Citizens.

John Phillips, Jr. representing the Libertarian Committee of Macon County requested the end of all activities by the City of Decatur Administrative Court.

Jacob Jenkins shared his experience with the City of Decatur Administrative Court.

John Dunn shared that he hoped the two local hospitals could work together to work something out favorably for the community regarding ambulance service.

Shawn Taylor spoke about a live in community garden system to retrain the homeless to integrate back into society.

Mayor Julie Moore Wolfe called for approval of the minutes. The minutes of the August 6, 2018, City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Dana Ray, and on call of the roll, Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

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

Finance Director Gregg Zientara provided the Treasurer's Financial Report. Finance Director Gregg Zientara responded to Council member's questions and comments regarding the City's budget.

Mayor Julie Moore Wolfe called for Proclamations and Recognitions. Janice Baldwin with Decatur Day Care Center read the Proclamation in celebration of the 100<sup>th</sup> Anniversary of the Decatur Day Care Center.

Melody Arnold with the Decatur Audubon Society read the Proclamation proclaiming 2018 to be Year of the Bird.

Mayor Julie Moore Wolfe called for Item. No. 3 and stated she was going to recuse herself from discussion of the proposed Ordinance Amending City Code Chapter 53 – Ambulance Service to avoid any appearance of conflict of interest because her employer owns an ambulance company that is in the City of Decatur. Mayor Julie Moore Wolfe turned the item over to Mayor Pro Tem Dana Ray.

2018-36 Ordinance Amending City Code Chapter 53 – Ambulance Service, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Lisa Gregory.

A discussion was held about the emergency dispatch procedures for ambulance calls.

Upon call of the roll, Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, and Bill Faber voted aye. Mayor Julie Moore Wolfe abstained. Six ayes and one abstention. Mayor Julie Moore Wolfe declared the motion carried.

2018-37 Ordinance Amending City Code Chapter 54.1 – Video Gaming License, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Council members shared their comments regarding video gaming.

Citizens Wole Adeoye, John O'Brien, Chris Johns, Craig Cohoon, Dan Clausner, Matt Gietl, Mike Boliard, Craig Wilson, Kim Logan, John Phillips, and Gregg Meisenhelter spoke about video gaming establishments in the community.

Upon call of the roll, Council members David Horn, Charles Kuhle, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Council members Lisa Gregory and Bill Faber voted nay. Five ayes and two nays. Mayor Julie Moore Wolfe declared the motion carried.

R2018-104 Resolution Authorizing the Execution of a Purchase Order with Cummins Crosspoint for the Rebuilding of a City of Decatur Public Bus Engine, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2018-105 Resolution Accepting Bid from the Illinois Department of Innovation & Technology for Phase 4 Fiber Build Services, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Council members Lisa Gregory, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Councilman David Horn abstained. Six ayes and one abstention. Mayor Julie Moore Wolfe declared the motion carried.

2018-38 Ordinance Approving Appointment – City Clerk, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

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

R2018-106 Resolution Authorizing Professional Service Agreement with CliftonLarsonAllen, LLP for Auditing Services and Non-Audit Advisory Services, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2018-107 Resolution Accepting the State of Illinois Price of Morrow Brothers Ford Inc., for the Purchase of Three (3) 2018 Ford SUV Explorers, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2018-108 Resolution Authorizing Professional Service Agreement with Fehr-Graham Engineering and Environmental for Site-Remediation Program Professional, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

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

R2018-109 Resolution Accepting Bid with D&O Contractors for Fire Facility Renovation, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Interim City Manager Billy Tyus responded to Council members David Horn and Bill Faber's questions regarding Minority Business Enterprise subcontractors.

Ricky Dial representing Carpenters Local 270 and Decatur Building Construction Trades Council contested the bid by D&O Construction on the Fire Station Renovation Project Phase II on the grounds that D&O Construction does meet the area union standards.

President of D&O Contractors Dan O'Loughlin stated they did their due diligence to follow the City's bid process.

President of Decatur Trades and Labor Assembly Bill Francisco asked Council to reconsider the bid of Leander Construction.

Upon call of the roll, Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Councilman Bill Faber voted nay. Six ayes and one nay. Mayor Julie Moore Wolfe declared the motion carried.

R2018-110 Resolution Authorizing Interfund Loan between Various City Funds, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Interim Billy Tyus responded to Council member's questions regarding the use of Interfund Loans for City projects.

Citizen John Phillips commented on Interfund Loan use and creating a priority list for the use of these kinds of funds.

Upon call of the roll, Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray and Mayor Julie Moore Wolfe voted aye. Councilman Bill Faber voted nay. Six ayes and one nay. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Consent Calendar Items A through C and asked if any Council member wished to have an item removed from the Consent Calendar. Councilman Pat McDaniel asked to remove Item C from the Consent Calendar. The Clerk read Items A and B:

- A. R2018-111 Resolution Approving Appointments – Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board)
- B. R2018-112 Resolution Authorizing Highway Permit with the Illinois Department of Transportation for Reconstruction of County Fair Drive

Councilman Pat McDaniel moved Items A and B be approved by Omnibus Vote; seconded by Councilwoman Dana Ray, and on call of the roll, Council members Lisa Gregory, David Horn, Charles Kuhle, Pat McDaniel, Dana Ray, Bill Faber and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Item. C, R2018-113 Resolution Amending Resolution R2018-39 to Appropriate Additional State Motor Fuel Tax Funds for Maintenance under the Illinois Highway Code, was

presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Councilman Pat McDaniel stated that any time there is an appropriation of money the item should not be on the Consent calendar, the item should be under New Business.

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

Mayor Julie Moore Wolfe called for Other Business. Interim City Manager Billy Tyus stated he wanted to know what direction the Council would like to take with the Annex Building at the Library. Council members requested to see what options there are to demolish the building.

Councilman David Horn stated he had previously encouraged the City Manager to bring forward a Study Session regarding the status of Administrative Court.

Mayor Julie Moore Wolfe called for Recess to Closed Executive Session under Section 2. Open Meetings Act (c) (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body. Councilman Pat McDaniel motioned to Recess to Closed Executive Session; seconded by Councilwoman Lisa Gregory.

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

Councilwoman Lisa Gregory moved the regular Council meeting be adjourned; seconded by Councilman Pat McDaniel. All were in favor by voicing no objections.

Mayor Julie Moore Wolfe declared the regular Council meeting adjourned at 9:30 p.m.

Approved \_\_\_\_\_  
Debra G. Bright  
City Clerk

## Economic & Community Development

**DATE:** 9/4/2018

**MEMO:** No. 18-37

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

**FROM:** Billy Tyus, Interim City Manager  
Raymond Lai, AICP, Economic and Community Development Director  
Joselyn A. Stewart, Transportation Planner

**SUBJECT:**

Public Hearing and Ordinance for public right-of-way vacations in the 400-599 Blocks of East Central Avenue and the 900-999 Blocks of North Warren Street rights-of-way and to vacate the alley rights-of-way located between the 200-599 Blocks of East Wabash Avenue and East Central Avenue, between the 400 Blocks of East Central Avenue and East King Street, between the 200 Blocks of East Central Avenue and East King Street, between the 800 Blocks of North Warren Street and North Water Street, between the 900 Blocks of North Warren Street and North Water Street, and between the 200-599 Blocks of East King Street and East Marietta Street.

**SUMMARY RECOMMENDATION:**

Subject to the public hearing scheduled for September 4<sup>th</sup>, 2018, Staff recommends approval of the proposed public right-of-way vacations with the following conditions:

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

**BACKGROUND:**

Three consecutive items on this Council Agenda are related – the respective public hearing and ordinance for the proposed public right-of-way vacations, and the sale of City-owned land and public rights-of-way proposed to be vacated. This memorandum addresses first two of the three items.

The City is proposing to vacate certain public rights-of-way as part of the planned Wabash Community Care Campus redevelopment area generally bounded by East Marietta Street, North Martin Luther King Jr. Drive, East Wabash Avenue, and State Route 51/North Water Street/North Franklin Street. Specifically, two parcels of street rights-of-way and five parcels of alley rights-of-way are included.

Letters were sent to Ameren, Comcast Communications, and AT&T notifying the utility companies of the vacation proposal and no objections to the proposed right-of-way vacations were expressed.

According to Paragraph 2.2.1 of the Administrative Policy & Procedure Manual: Utility Easements and R-O-W Vacations; (effective September 1, 1997); “All requests for property vacation should be submitted to the Plan Commission for public hearing except in unusual circumstances”.

In staff’s opinion, “unusual circumstances” exist for the proposed vacations to be considered in an expedited manner, thus a public hearing is held by the City Council (at its September 4<sup>th</sup>, 2018 meeting) instead of the Plan Commission. This proposal, in conjunction with the proposed transfer of certain City-owned parcels would facilitate a redevelopment project in the heart of the City that would minimize countless, unnecessary deaths and overdoses in our community.

In 2017, the United States’ Health and Human Services declared a public health emergency regarding the opioid epidemic that is affecting the country. In the late 1990s, healthcare providers began prescribing opioid pain relievers at greater rates, with the belief that patients would not become addicted to them. The increased prescription of these opioid medications led to widespread misuse of both prescription and non-prescription opioids. Many times, patients who were looking for pain relief became so addicted that they turned to drugs, such as heroin, to obtain the same pain relief. Opioid overdoses and deaths have been increasing annually throughout the country, the state, and our community.

Crossing Healthcare completed a Needs Assessment for the community in the first half of 2018. The data that was gathered on opioid use for the community is alarming. Between 2010 and 2014, Macon County experienced a 68% increase in opioid related hospitalizations. In contrast, the State of Illinois, as a whole experienced, a decline. Opioid deaths increased by 76.2 percent between 2013 and 2016. The response to this epidemic in terms of treatment of opioid dependency has been reactive to date and the need is greater than the supply.

These facts led Crossing Healthcare, in cooperation with the Howard G. Buffett Foundation, to respond with urgency. The proposed Community Care Campus will provide an all-inclusive drug misuse rehabilitation facility to the Decatur area. The campus will feature an inpatient drug detox and treatment center, an outpatient treatment center, and a dormitory to assist those in outpatient treatment with transitional housing. Plans for this campus have been developed over the course of only a few months.

Per Paragraph 2.2.2 of the same manual, “All property owners with land abutting a piece of property which is under consideration for vacation shall be served proper notice prior to City Council action on the request.” Staff has sent out notification letters to the seven abutting property owners as well as published in the newspaper regarding the September 4, 2018 public hearing of the proposed right-of-way vacations before the City Council.

In accordance with Paragraph 2.2.3 of the same manual, “Compensation shall be required, based upon an approved recent appraisal at the expense of the petitioner, whenever land comes out of public trust by vacation or disposition.” However, since the City is a partner for this redevelopment project and the subject vacations are being proposed by the City as owners of those parcels, an appraisal of the effected parcels should not be warranted.

The subject rights-of-way are no longer necessary to serve the general public. Staff is of the opinion that these vacations will not have an adverse effect on the general public. The best interests of the City of Decatur would be served by approving the proposed right-of-way vacations to allow the planned Wabash Community Care Campus redevelopment project.

**POTENTIAL OBJECTIONS:** N/A

**INPUT FROM OTHER SOURCES:**

The proposed street and alleyway vacations have been reviewed by the City’s Technical Review Committee; Planning, Engineering and Fire have approved the vacations.

**STAFF REFERENCE:** Any additional questions may be forwarded to Raymond Lai at 424-2727 or [rlai@decaturil.gov](mailto:rlai@decaturil.gov) or Joselyn A. Stewart at 424-2782 or [jstewart@decaturil.gov](mailto:jstewart@decaturil.gov)

**BUDGET/TIME IMPLICATIONS:** None



**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE VACATING PUBLIC RIGHTS-OF-WAY**

**- IN THE 400-599 BLOCKS OF EAST CENTRAL AVENUE AND THE 900-999 BLOCKS OF NORTH WARREN STREET RIGHTS-OF-WAY AND TO VACATE THE ALLEY RIGHTS-OF-WAY LOCATED BETWEEN THE 200-599 BLOCKS OF EAST WABASH AVENUE AND EAST CENTRAL AVENUE, BETWEEN THE 400 BLOCKS OF EAST CENTRAL AVENUE AND EAST KING STREET, BETWEEN THE 200 BLOCKS OF EAST CENTRAL AVENUE AND EAST KING STREET, BETWEEN THE 800 BLOCKS OF NORTH WARREN STREET AND NORTH WATER STREET, BETWEEN THE 900 BLOCKS OF NORTH WARREN STREET AND NORTH WATER STREET, AND BETWEEN THE 200-599 BLOCKS OF EAST KING STREET AND EAST MARIETTA STREET –**

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WHEREAS, a proposal has been initiated by the City of Decatur to vacate certain public rights-of-way as part of the planned Wabash Community Care Campus redevelopment project in the City of Decatur, Illinois, and legally described as:

**STREET RIGHT-OF-WAY VACATIONS**

**PARCEL 1**

A part of Warren Street being a Sixty (60) foot right of way lying North of King Street and South of East Marietta Street and lying East of Block 1 of J.K. Warren & Co. 4th Addition as per plat recorded in Book 93 on page 11 of the records in the Recorder's Office of Macon County, Illinois and West of Block 1 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 in said Recorder's Office and being more particularly described as follows:

Beginning at the Northwest corner of Lot 15 in Block 1 of said Durfee Warren & Co. 2nd Addition; thence South along the West lot lines of Lots 15 and 16 to the Southwest corner of said Lot 16; thence West to the Southeast corner of Lot 12 in Block 1 of said J.K. Warren & Co. 4th Addition; thence North along the East lot lines of Lots 12 and 1 to the Northeast corner of said Lot 1; thence East to the place of beginning.

## **PARCEL 2**

A part of Central Street being a Sixty (60) foot right of way lying East of the East right of Way line of Warren Street and West of the West right of Way line of Martin Luther King Jr. Drive and lying South of Lot 1 of Northeast Community Fund Addition as per plat recorded in Book 5000 on page 253 of the records in the Recorder's Office of Macon County, Illinois and South of Lots 16 thru 19 in Block 2 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 in said Recorder's Office and North of Lots 1 thru 15 in Block 1 of Durfee Warren & Co. 1st Addition as per plat recorded in Book 50 on page 366 in said Recorder's Office and being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 of said Northeast Community Fund Addition; thence South to the Northeast corner of Lot 1 in Block 1 of said Durfee Warren & Co. 1st Addition; thence West along the North lot lines of Lots 1 thru 15 in Block 1 of said Durfee Warren & Co. 1st Addition to the Northwest corner of said Lot 15; thence North to the Southwest corner of Lot 16 in Block 2 of said Durfee Warren & Co. 2nd Addition; thence East along the South lot lines of Lots 16 thru 19 in Block 2 of said Durfee Warren & Co. 2nd Addition and the South line of Lot 1 of said Northeast Community Fund Addition to the place of beginning.

## **ALLEYWAY VACATIONS**

### **PARCEL 1**

A sixteen (16) foot alley located in Block 1 of J. K. Warren & Co. 4th Addition as per plat recorded in Book 93 on page 11 of the records in the Recorder's Office of Macon County, Illinois and Block 1 of J.K. Warren & Co. 5th Addition as per plat recorded in Book 97 on page 426 in said Recorder's Office, said alley being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 of said Block 1 of J. K. Warren & Co. 4th Addition; thence South to the Northeast corner of Lot 12 said Block 1 of J. K. Warren & Co. 4th Addition; thence West along the North lot lines of Lots 12 thru Lot 7 in Block 1 of J. K. Warren & Co. 4th Addition and the North lot lines of Lots 18 thru 14 in Block 1 of J. K. Warren & Co. 5th Addition to the Northwest corner of Lot 14 of said Block 1 of J. K. Warren & Co. 5th Addition; thence South along the West lot line of said Lot 14 to the Southwest corner thereof; thence West to the Southeast corner of Lot 13 in Block 1 of said J. K. Warren & Co. 5th Addition; thence North along the East lot lines of Lots 13 thru 6 in Block 1 of said J. K. Warren & Co. 5th Addition to the Northeast corner of Lot 6 in Block 1 of said J. K. Warren & Co. 5th Addition; thence East to the Northwest corner of Lot 5 in Block 1 of said J. K. Warren & Co. 5th Addition; thence South along the West lot line of said Lot 5 to the Southwest corner of Lot 5 thereof; thence East along the South lot lines of Lots 5 thru 1 in Block 1 of J. K. Warren & Co. 5th Addition and South lot lines of Lots 6 thru 1 in Block 1 of J. K. Warren & Co. 4th Addition to the place of beginning.

### **PARCEL 2**

A sixteen (16) foot alley located in Block 1 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 of the records in the Recorder's Office of Macon County, Illinois, said alley being more particularly described as follows:

Beginning at the intersection of the South line of Lot 4 in Block 1 of said Durfee Warren & Co. 2<sup>nd</sup> Addition and the West line of Lot 65 of Wabash Crossing 2<sup>nd</sup> Addition as per plat recorded in Book 1832 on page 908 in said Recorder's Office; thence South along the West line of said Lot 65 of Wabash Crossing 2<sup>nd</sup> Addition to the Southwest corner thereof; thence East along the South line of said Lot 65 for 6.92 feet; thence Southeasterly along the Westerly line of said Lot 65 to the intersection with the South line of said 16 foot alley; thence West along the North lot lines of Lots 27 thru 16 in Block 1 of aforesaid of Durfee Warren & Co. 2<sup>nd</sup> Addition to the Northwest corner of Lot 16 in Block 1 of said Durfee Warren & Co. 2<sup>nd</sup> Addition; thence North to the Southwest corner of Lot 15 in Block 1 of said Durfee Warren & Co. 2<sup>nd</sup> Addition; thence East along the South lot lines of Lot 15 thru 4 in Block 1 of said Durfee Warren & Co. 2<sup>nd</sup> Addition to the place of beginning.

### **PARCEL 3**

A sixteen (16) foot alley located in Block 2 of J. K. Warren & Co. 4<sup>th</sup> Addition as per plat recorded in Book 93 on page 11 of the records in the Recorder's Office of Macon County, Illinois, said alley being more particularly described as follows:

Beginning at the Northeast corner of said Lot 12 in Block 2 of J. K. Warren & Co. 4<sup>th</sup> Addition; thence East to the Northwest corner of Lot 11 in said Block 2 of J. K. Warren & Co. 4<sup>th</sup> Addition; thence South along the West lot line of said Lot 11 to the Southwest corner thereof; thence East along the South lot lines of Lots 11 and 10 in said Block 2 of J. K. Warren & Co. 4<sup>th</sup> Addition to the Southeast corner of Lot 10 in said Block 2 of J. K. Warren & Co. 4<sup>th</sup> Addition; thence South to the Northeast corner of Lot 21 in said Block 2 of J. K. Warren & Co. 4<sup>th</sup> Addition; thence West along the North lot lines of Lot 21 and 20 to the Northwest corner of said Lot 20; thence South along the West line of said Lot 20 in said Block 2 of J. K. Warren & Co. 4<sup>th</sup> Addition to the Southwest corner thereof; thence West to the Southeast corner of Lot 19 in Block 2 of J. K. Warren & Co. 4<sup>th</sup> Addition; thence North along the East lot lines of Lots 19 thru 12 to the point of beginning.

### **PARCEL 4**

A sixteen (16) foot alley located in Block 2 of Durfee Warren & Co. 2<sup>nd</sup> Addition as per plat recorded in Book 50 on page 371 of the records in the Recorder's Office of Macon County, Illinois, said alley being more particularly described as follows:

Beginning at the Southeast corner of Lot 12 in said Block 2 of Durfee Warren & Co. 2<sup>nd</sup> Addition; thence South to the Northeast corner of Lot 19 in said Block 2 of Durfee Warren & Co. 2<sup>nd</sup> Addition; thence West along the North lot lines of Lots 19 thru 16 to the Northwest corner of said Lot 16; thence North to the Southwest corner of Lot 15 in said Block 2 of Durfee Warren & Co. 2<sup>nd</sup> Addition; thence East along the South lot lines of Lots 15 thru 12 to the place of beginning.

### **PARCEL 5**

A sixteen (16) foot alley located between Block 1 and Block 2 of Durfee Warren & Co. 1<sup>st</sup> Addition as per plat recorded in Book 50 on page 366 of the records in the Recorder's Office of Macon County, Illinois and North of Sellers Resurvey as per plat recorded in Book 1575 on page 08 in said Recorder's Office, said alley being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 in Block 1 of said Durfee Warren & Co. 1st Addition; thence South to the Northeast corner of Lot 1 in Block 2 of said Durfee Warren & Co. 1st Addition; thence West along the North lot lines of Lot 1 in said Block 2 of said Durfee Warren & Co. 1st Addition, the North lot lines of Lots 2 thru 14 of said Sellers Resurvey and North lot lines of Lots 15 thru 25 of said Block 2 of said Durfee Warren & Co. 1st Addition to the intersection with the East right of way line of North Franklin Street; thence Northwest along the said East right of way line of North Franklin Street to the intersection with the South lot line of Lot 25 in Block 1 of said Durfee Warren & Co. 1st Addition; thence East along the South lot lines of Lot 25 thru 1 of said Block 1 of Durfee Warren & Co. 1st Addition to the place of beginning.

Beginning at the Northeast Corner of Lot 43 of Lake Park Addition as per plat recorded in Book 536, Page 105 of the Records in the Recorder's Office of Macon County, Illinois; thence Easterly 60 feet to the East Right-of-Way line of Ridge Avenue; thence Southerly along said East Right-of-Way line a distance of 35 feet; thence Westerly 60 feet to the Easterly line of said Lot 43; thence Northerly 35 feet to the point of beginning; and,

WHEREAS, the Decatur City Council held a public hearing on September 4<sup>th</sup>, 2018 on the proposal of the said public right-of-way vacations, upon due notice, including owners of the properties abutting the said rights-of-way, and after a determination by Council that there were unusual circumstances justifying that; and,

WHEREAS, said public rights-of-way are no longer useful to the public or to the City or to the owners of the properties abutting thereon as public rights-of-way; and,

WHEREAS, no compensation shall be required as the proposed public right-of-way vacations are considered with sale of other City-owned parcels for the planned Wabash Community Care Campus that the City is a redevelopment partner of; and,

WHEREAS, all appropriate utility companies were contacted and expressed no objections to the proposed vacations; and,

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

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

Section 1. That upon the condition set forth below, the above-described public rights-of-way be, and the same is hereby vacated inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacations, said public rights-of-way being shown on the plats thereof hereto attached and hereby made a part hereof.

- A. A blanket easement for the vacated alleyway between East Marietta Street and East King Street, east of North Warren Street, shall be maintained for utilities as long as the City's sanitary sewer is there.
- B. A blanket easement for Central Avenue, east of North Warren Street, shall be maintained for utilities.
- C. 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.

Section 2. The permanent index numbers of the properties acquiring title to the properties vacated hereby are as follows; street right-of-way vacations: Parcel 1: 04-12-11-352-004 and Parcel 2: 04-12-11-354-017; alleyway vacations: Parcel 1: 04-12-11-351-021; Parcel 2: 04-12-11-352-009; Parcel 3: 04-12-11-353-022; Parcel 4: 04-12-11-354-003; and Parcel 5: 04-12-11-355-030.

Section 3. That there is hereby reserved in, over, along and under the above-described streets and alleyways to the City of Decatur, Illinois, and to the public and to those utilities and companies as the case may be owning public service facilities, mains, sewers, telephone and electric, City street lights, circuitry and conduit or other public utilities, such property, rights of way and easements as are or may be necessary or desirable for continuing public service by means of such facilities and for the maintenance, renewal and reconstruction thereof with the right of ingress and egress for such purposes.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of September, 2018.

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JULIE MOORE WOLFE, MAYOR

ATTEST:

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CITY CLERK



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

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

Date: August 2, 2018

The undersigned, Raymond Lai for City of Decatur, IL, hereby requests the vacation of the following: EASEMENT VACATION ☒ ROW VACATION (Streets and Alleyways)  
legally described as follows:  
See attached legal descriptions and plats

|                                                                                                                                                                                                               |                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Located at: <u>Generally in area bounded by E. Marietta St., North Martin Luther King Jr. Dr., Wabash Ave., and Franklin St. / N. Water St.</u>                                                               |                                                                                                                                                                                                                                                              |
| Address and phone number of petitioner/owner<br>(Fax number and E-mail address optional)<br><u>City of Decatur,</u><br><u>One Gary K. Anderson Plaza</u><br><u>Decatur, IL 62523</u><br><u>(217) 424-2727</u> | Address and phone number of representative<br>(Fax number and E-mail address optional)<br><u>Raymond Lai, Director</u><br><u>Economic &amp; Community Develop.</u><br><u>One Gary K. Anderson Plaza</u><br><u>Decatur, IL 62523</u><br><u>(217) 424-2727</u> |

**PETITIONER REQUIREMENTS:**

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

**UTILITY EASEMENTS ONLY**

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

**PUBLIC PROPERTY/ROW VACATIONS ONLY**

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

Signature of Petitioner

Raymond Lai

## RIGHT OF WAY VACATION DESCRIPTIONS

### **PARCEL 1**

A part of Warren Street being a Sixty (60) foot right of way lying North of King Street and South of East Marietta Street and lying East of Block 1 of J.K. Warren & Co. 4<sup>th</sup> Addition as per plat recorded in Book 93 on page 11 of the records in the Recorder's Office of Macon County, Illinois and West of Block 1 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 in said Recorder's Office and being more particularly described as follows:

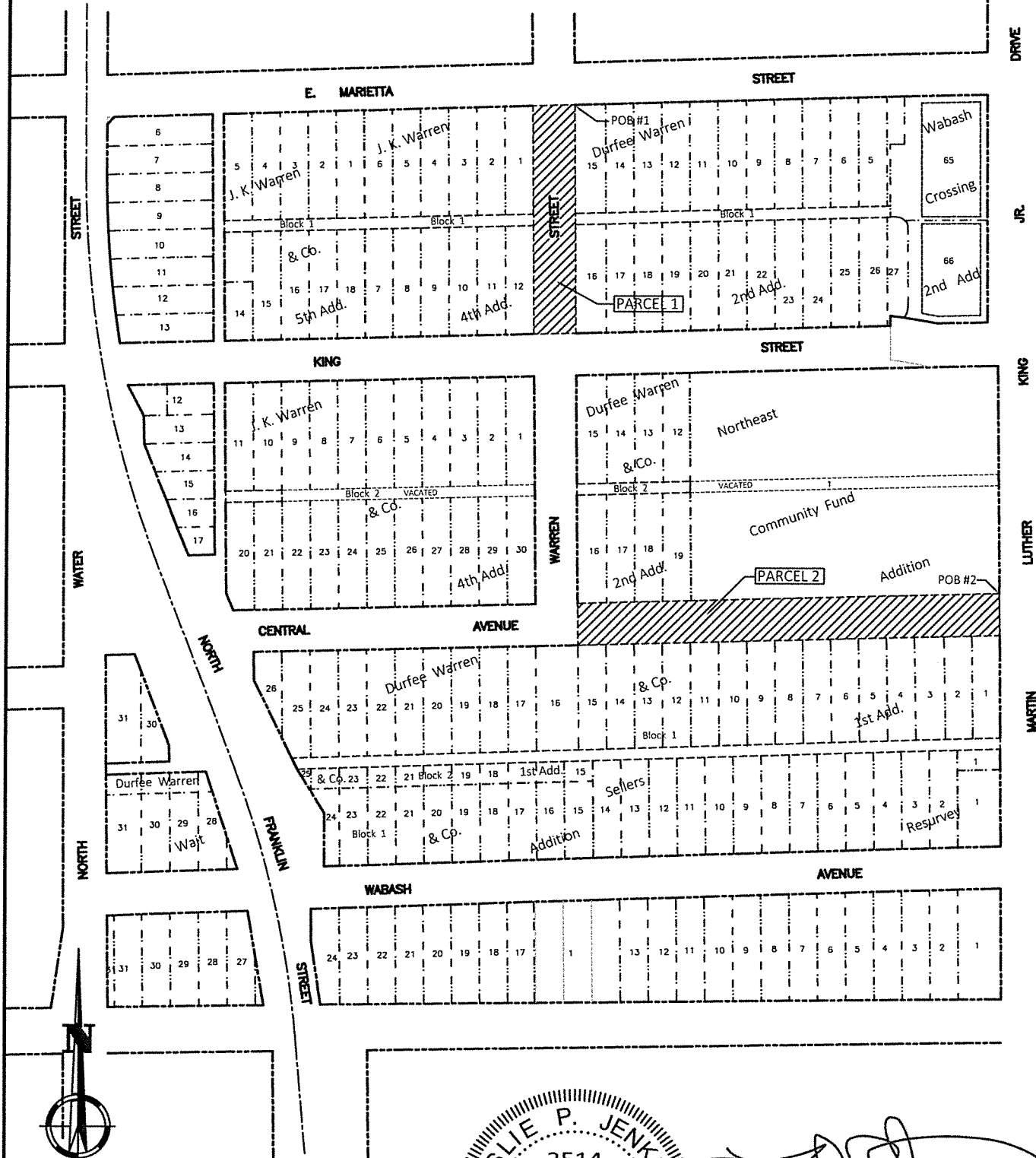
Beginning at the Northwest corner of Lot 15 in Block 1 of said Durfee Warren & Co. 2nd Addition; thence South along the West lot lines of Lots 15 and 16 to the Southwest corner of said Lot 16; thence West to the Southeast corner of Lot 12 in Block 1 of said J.K. Warren & Co. 4<sup>th</sup> Addition; thence North along the East lot lines of Lots 12 and 1 to the Northeast corner of said Lot 1; thence East to the place of beginning.

### **PARCEL 2**

A part of Central Street being a Sixty (60) foot right of way lying East of the East right of Way line of Warren Street and West of the West right of Way line of Martin Luther King Jr. Drive and lying South of Lot 1 of Northeast Community Fund Addition as per plat recorded in Book 5000 on page 253 of the records in the Recorder's Office of Macon County, Illinois and South of Lots 16 thru 19 in Block 2 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 in said Recorder's Office and North of Lots 1 thru 15 in Block 1 of Durfee Warren & Co. 1st Addition as per plat recorded in Book 50 on page 366 in said Recorder's Office and being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 of said Northeast Community Fund Addition; thence South to the Northeast corner of Lot 1 in Block 1 of said Durfee Warren & Co. 1st Addition; thence West along the North lot lines of Lots 1 thru 15 in Block 1 of said Durfee Warren & Co. 1st Addition to the Northwest corner of said Lot 15; thence North to the Southwest corner of Lot 16 in Block 2 of said Durfee Warren & Co. 2nd Addition; thence East along the South lot lines of Lots 16 thru 19 in Block 2 of said Durfee Warren & Co. 2nd Addition and the South line of Lot 1 of said Northeast Community Fund Addition to the place of beginning.

# RIGHT-OF-WAY VACATION PLAT



Scale 1" = 200'

**CHASTAIN  
& ASSOCIATES LLC**  
CONSULTING ENGINEERS



Leslie P. Jenkins  
Illinois Professional Land Surveyor No. 2514  
Expires 11-30-2018



## ALLEY VACATION DESCRIPTIONS

### PARCEL 1

A Sixteen (16) foot alley located in Block 1 of J. K. Warren & Co. 4<sup>th</sup> Addition as per plat recorded in Book 93 on page 11 of the records in the Recorder's Office of Macon County, Illinois and Block 1 of J.K. Warren & Co. 5<sup>th</sup> Addition as per plat recorded in Book 97 on page 426 in said Recorder's Office, said alley being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 of said Block 1 of J. K. Warren & Co. 4<sup>th</sup> Addition; thence South to the Northeast corner of Lot 12 said Block 1 of J. K. Warren & Co. 4<sup>th</sup> Addition; thence West along the North lot lines of Lots 12 thru Lot 7 in Block 1 of J. K. Warren & Co. 4<sup>th</sup> Addition and the North lot lines of Lots 18 thru 14 in Block 1 of J. K. Warren & Co. 5<sup>th</sup> Addition to the Northwest corner of Lot 14 of said Block 1 of J. K. Warren & Co. 5<sup>th</sup> Addition; thence South along the West lot line of said Lot 14 to the Southwest corner thereof; thence West to the Southeast corner of Lot 13 in Block 1 of said J. K. Warren & Co. 5<sup>th</sup> Addition; thence North along the East lot lines of Lots 13 thru 6 in Block 1 of said J. K. Warren & Co. 5<sup>th</sup> Addition to the Northeast corner of Lot 6 in Block 1 of said J. K. Warren & Co. 5<sup>th</sup> Addition; thence East to the Northwest corner of Lot 5 in Block 1 of said J. K. Warren & Co. 5<sup>th</sup> Addition; thence South along the West lot line of said Lot 5 to the Southwest corner of Lot 5 thereof; thence East along the South lot lines of Lots 5 thru 1 in Block 1 of J. K. Warren & Co. 5<sup>th</sup> Addition and South lot lines of Lots 6 thru 1 in Block 1 of J. K. Warren & Co. 4<sup>th</sup> Addition to the place of beginning.

### PARCEL 2

A Sixteen (16) foot alley located in Block 1 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 of the records in the Recorder's Office of Macon County, Illinois, said alley being more particularly described as follows:

Beginning at the intersection of the South line of Lot 4 in Block 1 of said Durfee Warren & Co. 2nd Addition and the West line of Lot 65 of Wabash Crossing 2<sup>nd</sup> Addition as per plat recorded in Book 1832 on page 908 in said Recorder's Office; thence South along the West line of said Lot 65 of Wabash Crossing 2<sup>nd</sup> Addition to the Southwest corner thereof; thence East along the South line of said Lot 65 for 6.92 feet; thence Southeasterly along the Westerly line of said Lot 65 to the intersection with the South line of said 16 foot alley; thence West along the North lot lines of Lots 27 thru 16 in Block 1 of aforesaid of Durfee Warren & Co. 2nd Addition to the Northwest corner of Lot 16 in Block 1 of said Durfee Warren & Co. 2nd Addition; thence North to the Southwest corner of Lot 15 in Block 1 of said Durfee Warren & Co. 2nd Addition; thence East along the South lot lines of Lot 15 thru 4 in Block 1 of said Durfee Warren & Co. 2nd Addition to the place of beginning.

### PARCEL 3

A Sixteen (16) foot alley located in Block 2 of J. K. Warren & Co. 4<sup>th</sup> Addition as per plat recorded in Book 93 on page 11 of the records in the Recorder's Office of Macon County, Illinois, said alley being more particularly described as follows:

Beginning at the Northeast corner of said Lot 12 in Block 2 of J. K. Warren & Co. 4<sup>th</sup> Addition; thence East to the Northwest corner of Lot 11 in said Block 2 of J. K. Warren & Co. 4<sup>th</sup> Addition; thence South along the West lot line of said Lot 11 to the Southwest corner thereof; thence East along the South lot lines of Lots 11 and 10 in said Block 2 of J. K. Warren & Co. 4<sup>th</sup> Addition to the Southeast corner of Lot 10 in said Block 2 of J. K. Warren & Co. 4<sup>th</sup> Addition; thence South to the Northeast corner of Lot 21 in said Block 2 of J. K. Warren & Co. 4<sup>th</sup> Addition; thence West along the North lot lines of Lot 21 and 20 to the Northwest corner of said Lot 20; thence South along the West line of said Lot 20 in said Block 2 of J. K. Warren & Co. 4<sup>th</sup> Addition to the Southwest corner thereof; thence West to the Southeast corner of Lot 19 in Block 2 of J. K. Warren & Co. 4<sup>th</sup> Addition; thence North along the East lot lines of Lots 19 thru 12 to the point of beginning.

**PARCEL 4**

A Sixteen (16) foot alley located in Block 2 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 of the records in the Recorder's Office of Macon County, Illinois, said alley being more particularly described as follows:

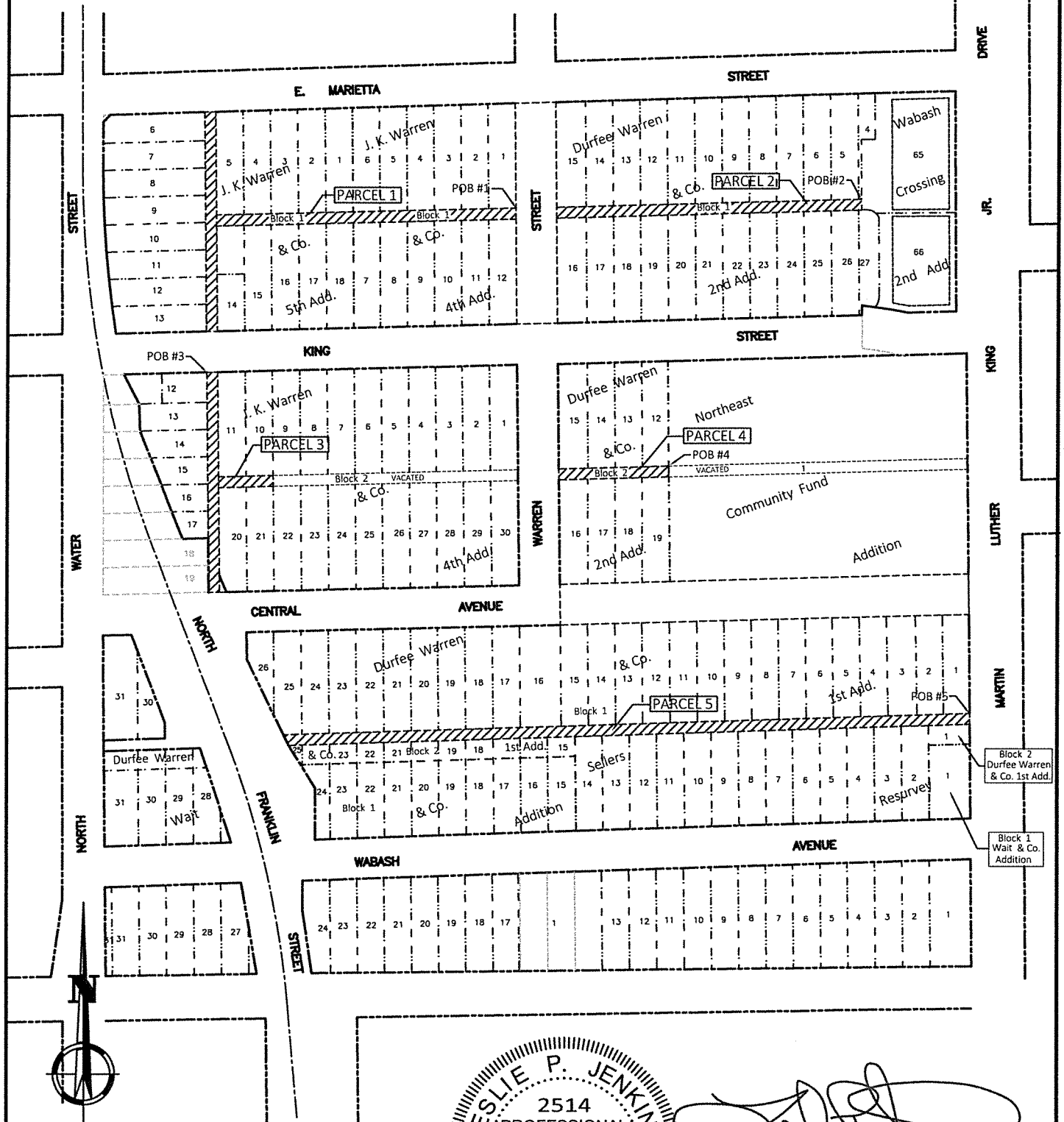
Beginning at the Southeast corner of Lot 12 in said Block 2 of Durfee Warren & Co. 2nd Addition; thence South to the Northeast corner of Lot 19 in said Block 2 of Durfee Warren & Co. 2nd Addition; thence West along the North lot lines of Lots 19 thru 16 to the Northwest corner of said Lot 16; thence North to the Southwest corner of Lot 15 in said Block 2 of Durfee Warren & Co. 2nd Addition; thence East along the South lot lines of Lots 15 thru 12 to the place of beginning.

**PARCEL 5**

A Sixteen (16) foot alley located between Block 1 and Block 2 of Durfee Warren & Co. 1st Addition as per plat recorded in Book 50 on page 366 of the records in the Recorder's Office of Macon County, Illinois and North of Sellers Resurvey as per plat recorded in Book 1575 on page 08 in said Recorder's Office, said alley being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 in Block 1 of said Durfee Warren & Co. 1st Addition; thence South to the Northeast corner of Lot 1 in Block 2 of said Durfee Warren & Co. 1st Addition; thence West along the North lot lines of Lot 1 in said Block 2 of said Durfee Warren & Co. 1st Addition, the North lot lines of Lots 2 thru 14 of said Sellers Resurvey and North lot lines of Lots 15 thru 25 of said Block 2 of said Durfee Warren & Co. 1st Addition to the intersection with the East right of way line of North Franklin Street; thence Northwest along the said East right of way line of North Franklin Street to the intersection with the South lot line of Lot 25 in Block 1 of said Durfee Warren & Co. 1st Addition; thence East along the South lot lines of Lot 25 thru 1 of said Block 1 of Durfee Warren & Co. 1st Addition to the place of beginning.

# ALLEY VACATION PLAT



Scale 1" = 200'

**CHASTAIN  
& ASSOCIATES LLC**  
CONSULTING ENGINEERS



Leslie P. Jenkins  
Illinois Professional Land Surveyor No. 2514  
Expires 11-30-2018

City Manager

**DATE:** 8/29/2018

**MEMO:** 2018-09

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

**FROM:** Billy Tyus, Interim City Manager  
Ray Lai, Director of Economic and Community Development

**SUBJECT:** Sale of Land in Wabash Crossing for Community Care Campus.

**SUMMARY RECOMMENDATION:** Staff recommends approval of the attached resolution authorizing the sale of City-owned land and vacated rights-of-way in Wabash Crossing for the recently announced Community Care Campus.

**BACKGROUND:**

The Howard Buffett Foundation recently announced plans to invest \$30 million to fund a new Community Care Campus, a 17-acre complex to help people with drug addiction and coordinate necessary social services that are a critical part of the recovery process. The campus would be housed on land currently owned by the City in the Wabash Crossing area, land that has been targeted over the last several years by the City to become the type of social services campus that this development would all but complete if this contract is approved.

The City's emergency services providers strongly support the development of a treatment option such as this as they continue to see a significant number of calls involving opioid abuse. The sale price would be \$650 which is consistent with the price of land sold to both the Northeast Community Fund and Crossing Healthcare in recent years to add facilities in the area. The campus would provide treatment for opioid and other types of addictions and Macon County residents would be a priority, although others would receive services if space is available.

The development would include:

- A 31,000 Square foot detox and residential rehabilitation building, 17,000 square feet of transitional housing and an 18,000 square foot outpatient treatment center. The rehab facility will include 48 residential beds and 8 detox beds while the transitional facility will include 64 beds in dorm-style housing.
- Amenities for both patients and visiting family members to include a fitness center, movie theater, outdoor walking path and other recreational space. The project would also include an 18,000 square foot facility for BabyTalk, a long standing community partner with a mission of providing early childhood

development, consolidating several BabyTalk locations throughout Decatur.

· A dental clinic, critical to helping address dental issues common to people who struggle with addiction which can create recovery issues.

Outside of the critical public services need, this development would also represent a substantial boost to the local economy. Estimates indicate that project construction will bring about approximately 200 jobs and have an economic impact of \$40.6 million while Crossing anticipates doubling to 200 its full time employment once construction is complete. The estimated annual economic impact to the community is \$13.7 million, money that wouldn't be spent here if this campus were not operating.

As part of this agreement the City would also provide roadwork along interior public streets at an estimated cost of \$584,303.41 with a potential for 10% contingency bringing the possible cost to \$614,303.41. Although this work is the type of work that we would do as part of our road repair program and is in support of an economic and neighborhood redevelopment initiative unlike any we've seen in recent years, the work would be divided across two budget seasons to lessen the impact on the overall local street repair budget.

Crossing Healthcare completed a needs assessment for the community in the first half of 2018. Between 2010 and 2014, Macon County experienced a 68% increase in opioid related hospitalizations. In contrast, the State of Illinois, as a whole experienced, a decline. Opioid deaths increased by 76.2 percent between 2013 and 2016. The response to this epidemic in terms of treatment of opioid dependency has been reactive to date and the need is greater than the supply.

**PRIOR COUNCIL ACTION:** The Council previously approved similar agreements with Crossing Healthcare and Northeast Community Fund to support developments in the area related to social services.

**POTENTIAL OBJECTIONS:** None

**INPUT FROM OTHER SOURCES:** Crossing Healthcare

**STAFF REFERENCE:** Billy Tyus at 217-424-2801 or Btyus@decaturil.gov, Ray Lai at 217-424-2727 or Rlay@decaturil.gov

**BUDGET/TIME IMPLICATIONS:** Future roadwork would be supported through State and/or Local Motor Fuel Taxes.

**ATTACHMENTS:**

| Description | Type              |
|-------------|-------------------|
| Resolution  | Resolution Letter |
| Agreement   | Backup Material   |

RESOLUTION NO. R \_\_\_\_\_

**RESOLUTION AUTHORIZING REAL ESTATE CONTRACT FOR PROPERTY  
LOCATED IN THE 900 BLOCK OF NORTH WARREN STREET, THE 200-500  
BLOCKS OF EAST MARIETTA STREET, THE 200-500 BLOCKS OF EAST  
KING STREET, THE 200-500 BLOCKS OF EAST CENTRAL AVENUE, THE 500  
BLOCK OF EAST WABASH AVENUE AND THE 700 BLOCK OF NORTH  
MARTIN LUTHER KING JR. DRIVE IN THE WABASH CROSSING  
REDEVELOPMENT AREA**

---

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

Section 1. That the Contract of Sale presented to the Council herewith between the City of Decatur and Crossing Healthcare for the Sale of Property located at Wabash Crossing as described in the attached Exhibit A for \$650 be, and the same is hereby, received, placed of file and accepted.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign said Contract of Sale on behalf of the City of Decatur, and furthermore, that the City Manager be, and he is hereby, further authorized to cause to be done that which may appear to be appropriate to cause said real estate to be sold by and on behalf of the City.

PRESENTED AND ADOPTED this 4<sup>th</sup> day of September, 2018

\_\_\_\_\_  
JULIE MOORE-WOLFE, MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



# LEGAL DESCRIPTION - EXHIBIT A

## LEGAL DESCRIPTION

Lot Three (3) of J.K. Warren & Co's 5th Addition to the City of Decatur, as per Plat recorded in Book 97, Page 426 of the records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-009

Lot Two (2) of J.K. Warren & Co's 5th Addition to the City of Decatur, as per Plat recorded in Book 97, Page 426 of the records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-010

Lot One (1) of J.K. Warren & Co's 5th Addition to the City of Decatur, as per Plat recorded in Book 97, Page 426 of the records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-011

Lot Six (6) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-012

Lot Five (5) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-013

Lots Three (3) and Four (4) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-015

The North 98 feet of Lot Two (2) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-016

The North 98 feet of Lot One (1) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-017

The South 54.5 feet of Lots One (1) and Two (2) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-018

Lot Fifteen (15) of J.K. Warren & Co's 5th Addition to the City of Decatur, as per Plat recorded in Book 97, Page 426 of the records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of



## Legal Description - Exhibit A

said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-021

Lot Sixteen (16) of J.K. Warren & Co's 5th Addition to the City of Decatur, as per Plat recorded in Book 97, Page 426 of the records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-022

Lot Seventeen (17) of J.K. Warren & Co's 5th Addition to the City of Decatur, as per Plat recorded in Book 97, Page 426 of the records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-023

Lot Eighteen (18) of J.K. Warren & Co's 5th Addition to the City of Decatur, as per Plat recorded in Book 97, Page 426 of the records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-024

Lot Seven (7) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-025

Lot Eight (8) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-026

Lot Nine (9) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-027

Lot Ten (10) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-028

Lot Eleven (11) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-029

The North 75 feet of Lot Twelve (12) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-030



## LEGAL DESCRIPTION- EXHIBIT A

The South 79 feet of Lot Twelve (12) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-351-031

Lot Fifteen (15) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois, EXCEPT the South 67.8 feet thereof. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-001

The North 36 feet of the South 67.8 feet of Lot Fifteen (15) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-002

The South 31.8 feet of Lot Fifteen (15) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-003

The North Half (N1/2) of Lots Sixteen (16) and Seventeen (17) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois, EXCEPT 25 feet off of the South side of said tract. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-004

The East 29.5 feet of the South 64.5 feet of Lot Seventeen (17) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-007

Lot Fourteen (14) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-008

Lot Thirteen (13) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-009

Lot Twelve (12) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-010

Lot Eleven (11) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals



## LEGAL DESCRIPTION - EXHIBIT A

underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals).  
Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-011

Lot Ten (10) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals).  
Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-012

Lot Nine (9) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals).  
Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-013

Lot Eight (8) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals).  
Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-014

The West 22 feet of Lot Seven (7) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-015

The West 30 feet of Lot Six (6) and the East 18 feet of Lot Seven (7) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-016

Lot Five (5) and the East Half (E1/2) of Lot Six (6) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, EXCEPT a tract 10 feet in width off of the West side of the East Half of said Lot 6, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals).  
Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-017

Lot Four (4) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals).  
Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-018

Lot Eighteen (18) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-024

Lot Nineteen (19) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-025



## LEGAL DESCRIPTION - EXHIBIT A

Lot Twenty (20) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-026

Lot Twenty-one (21) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-027

Lot Twenty-two (22) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-028

Lot Twenty-three (23) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-029

Lot Twenty-four (24) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-030

Lot Twenty-five (25) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-031

Lot Twenty-six (26) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-032

Lot Twenty-seven (27) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-033

The North 37.50 feet of the South 102.00 feet of Lot Sixteen (16) and Lot Seventeen (17) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois, AND the South 64.50 feet of Lot Sixteen (16) and the West 10.50 feet of the South 64.50 feet of Lot Seventeen (17) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois, AND as shown on plat of survey dated September 12, 1985 by William C. Faulkner, Illinois Land Surveyor No. 1940 and recorded on October 22, 1990 in Book 2358 on Page 846 as Document No. 1303330. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.



## LEGAL DESCRIPTION - EXHIBIT A

Permanent Index Number: 04-12-11-352-037

Lot Twenty-six (26) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-006

Lot Twenty-five (25) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois, EXCEPT commencing at the Southwest corner of said Lot 25; thence North 26.00 feet; thence Southeasterly to a point being 12.89 feet East from the Southwest corner thereof; thence West 12.89 feet to the point of beginning. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-007

Lot Twenty-four (24) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-008

Lot Twenty-three (23) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-009

Lot Twenty-two (22) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-010

Lot Twenty-one (21) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-011

Lot Twenty (20) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-012

Lot Nineteen (19) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-013

Lot Eighteen (18) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-014



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Lot Seventeen (17) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-015

Lot Sixteen (16) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-016

Lot Fifteen (15) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-017

Lot Fourteen (14) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-018

Lot Thirteen (13) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-019

Lot Twelve (12) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-020

Lot Eleven (11) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-021

Lot Ten (10) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-022

Lot Nine (9) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-023

Lot Eight (8) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.



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Permanent Index Number: 04-12-11-355-024

Lot Seven (7) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-025

Lot Six (6) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-026

Lot Five (5) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-027

Lot Four (4) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-028

Lot Three (3) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-029

Lots One (1) and Two (2) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-030

Lot One (1) in Block Two (2) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-053

Lot One (1) in Block One (1) of Wait and Co's Addition to the City of Decatur, Illinois, as per Plat recorded in Book "P" on Page 115 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-054

Lots Four (4), Five (5), Six (6), and Seven (7), EXCEPT the West 1.4 feet of Lot 7, of Seller's Resurvey, as per Plat recorded in Book 1575 on Page 8 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-055

## LEGAL DESCRIPTION - EXHIBIT A

Lots Two (2) and Three (3) of Seller's Resurvey, as per Plat recorded in Book 1575 on Page 8 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-355-056



## **LEGAL DESCRIPTION – EXHIBIT A**

### **RIGHT OF WAY VACATION DESCRIPTIONS**

#### **PARCEL 1**

A part of Warren Street being a Sixty (60) foot right of way lying North of King Street and South of East Marietta Street and lying East of Block 1 of J.K. Warren & Co. 4th Addition as per plat recorded in Book 93 on page 11 of the records in the Recorder's Office of Macon County, Illinois and West of Block 1 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 in said Recorder's Office and being more particularly described as follows:

Beginning at the Northwest corner of Lot 15 in Block 1 of said Durfee Warren & Co. 2nd Addition; thence South along the West lot lines of Lots 15 and 16 to the Southwest corner of said Lot 16; thence West to the Southeast corner of Lot 12 in Block 1 of said J.K. Warren & Co. 4th Addition; thence North along the East lot lines of Lots 12 and 1 to the Northeast corner of said Lot 1; thence East to the place of beginning.

#### **PARCEL 2**

A part of Central Street being a Sixty (60) foot right of way lying East of the East right of Way line of Warren Street and West of the West right of Way line of Martin Luther King Jr. Drive and lying South of Lot 1 of Northeast Community Fund Addition as per plat recorded in Book 5000 on page 253 of the records in the Recorder's Office of Macon County, Illinois and South of Lots 16 thru 19 in Block 2 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 in said Recorder's Office and North of Lots 1 thru 15 in Block 1 of Durfee Warren & Co. 1st Addition as per plat recorded in Book 50 on page 366 in said Recorder's Office and being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 of said Northeast Community Fund Addition; thence South to the Northeast corner of Lot 1 in Block 1 of said Durfee Warren & Co. 1st Addition; thence West along the North lot lines of Lots 1 thru 15 in Block 1 of said Durfee Warren & Co. 1st Addition to the Northwest corner of said Lot 15; thence North to the Southwest corner of Lot 16 in Block 2 of said Durfee Warren & Co. 2nd Addition; thence East along the South lot lines of Lots 16 thru 19 in Block 2 of said Durfee Warren & Co. 2nd Addition and the South line of Lot 1 of said Northeast Community Fund Addition to the place of beginning.

### **ALLEY VACATION DESCRIPTIONS**

#### **PARCEL 1**

A Sixteen (16) foot alley located in Block 1 of J. K. Warren & Co. 4th Addition as per plat recorded in Book 93 on page 11 of the records in the Recorder's Office of Macon County, Illinois and Block 1 of J.K. Warren & Co. 5th Addition as per plat recorded in Book 97 on page 426 in said Recorder's Office, said alley being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 of said Block 1 of J. K. Warren & Co. 4th Addition; thence South to the Northeast corner of Lot 12 said Block 1 of J. K. Warren & Co. 4th Addition; thence West along the North lot lines of Lots 12 thru Lot 7 in Block 1 of J. K. Warren & Co. 4th Addition and the North lot lines of Lots 18 thru 14 in Block 1 of J. K. Warren & Co. 5th Addition to the Northwest corner of Lot 14 of said Block 1 of J. K. Warren & Co. 5th Addition; thence South along the West lot line of



## **LEGAL DESCRIPTION – EXHIBIT A**

said Lot 14 to the Southwest corner thereof; thence West to the Southeast corner of Lot 13 in Block 1 of said J. K. Warren & Co. 5th Addition; thence North along the East lot lines of Lots 13 thru 6 in Block 1 of said J. K. Warren & Co. 5th Addition to the Northeast corner of Lot 6 in Block 1 of said J. K. Warren & Co. 5th Addition; thence East to the Northwest corner of Lot 5 in Block 1 of said J. K. Warren & Co. 5th Addition; thence South along the West lot line of said Lot 5 to the Southwest corner of Lot 5 thereof; thence East along the South lot lines of Lots 5 thru 1 in Block 1 of J. K. Warren & Co. 5th Addition and South lot lines of Lots 6 thru 1 in Block 1 of J. K. Warren & Co. 4th Addition to the place of beginning.

### **PARCEL 2**

A Sixteen (16) foot alley located in Block 1 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 of the records in the Recorder's Office of Macon County, Illinois, said alley being more particularly described as follows:

Beginning at the intersection of the South line of Lot 4 in Block 1 of said Durfee Warren & Co. 2nd Addition and the West line of Lot 65 of Wabash Crossing 2nd Addition as per plat recorded in Book 1832 on page 908 in said Recorder's Office; thence South along the West line of said Lot 65 of Wabash Crossing 2nd Addition to the Southwest corner thereof; thence East along the South line of said Lot 65 for 6.92 feet; thence Southeasterly along the Westerly line of said Lot 65 to the intersection with the South line of said 16 foot alley; thence West along the North lot lines of Lots 27 thru 16 in Block 1 of aforesaid of Durfee Warren & Co. 2nd Addition to the Northwest corner of Lot 16 in Block 1 of said Durfee Warren & Co. 2nd Addition; thence North to the Southwest corner of Lot 15 in Block 1 of said Durfee Warren & Co. 2nd Addition; thence East along the South lot lines of Lot 15 thru 4 in Block 1 of said Durfee Warren & Co. 2nd Addition to the place of beginning.

### **PARCEL 3**

A Sixteen (16) foot alley located in Block 2 of J. K. Warren & Co. 4th Addition as per plat recorded in Book 93 on page 11 of the records in the Recorder's Office of Macon County, Illinois, said alley being more particularly described as follows:

Beginning at the Northeast corner of said Lot 12 in Block 2 of J. K. Warren & Co. 4th Addition; thence East to the Northwest corner of Lot 11 in said Block 2 of J. K. Warren & Co. 4th Addition; thence South along the West lot line of said Lot 11 to the Southwest corner thereof; thence East along the South lot lines of Lots 11 and 10 in said Block 2 of J. K. Warren & Co. 4th Addition to the Southeast corner of Lot 10 in said Block 2 of J. K. Warren & Co. 4th Addition; thence South to the Northeast corner of Lot 21 in said Block 2 of J. K. Warren & Co. 4th Addition; thence West along the North lot lines of Lot 21 and 20 to the Northwest corner of said Lot 20; thence South along the West line of said Lot 20 in said Block 2 of J. K. Warren & Co. 4th Addition to the Southwest corner thereof; thence West to the Southeast corner of Lot 19 in Block 2 of J. K. Warren & Co. 4th Addition; thence North along the East lot lines of Lots 19 thru 12 to the point of beginning.

### **PARCEL 4**

A Sixteen (16) foot alley located in Block 2 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 of the records in the Recorder's Office of Macon County, Illinois, said alley being more particularly described as follows:

## **LEGAL DESCRIPTION – EXHIBIT A**

Beginning at the Southeast corner of Lot 12 in said Block 2 of Durfee Warren & Co. 2nd Addition; thence South to the Northeast corner of Lot 19 in said Block 2 of Durfee Warren & Co. 2nd Addition; thence West along the North lot lines of Lots 19 thru 16 to the Northwest corner of said Lot 16; thence North to the Southwest corner of Lot 15 in said Block 2 of Durfee Warren & Co. 2nd Addition; thence East along the South lot lines of Lots 15 thru 12 to the place of beginning.

### **PARCEL 5**

A Sixteen (16) foot alley located between Block 1 and Block 2 of Durfee Warren & Co. 1st Addition as per plat recorded in Book 50 on page 366 of the records in the Recorder's Office of Macon County, Illinois and North of Sellers Resurvey as per plat recorded in Book 1575 on page 08 in said Recorder's Office, said alley being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 in Block 1 of said Durfee Warren & Co. 1st Addition; thence South to the Northeast corner of Lot 1 in Block 2 of said Durfee Warren & Co. 1st Addition; thence West along the North lot lines of Lot 1 in said Block 2 of said Durfee Warren & Co. 1st Addition, the North lot lines of Lots 2 thru 14 of said Sellers Resurvey and North lot lines of Lots 15 thru 25 of said Block 2 of said Durfee Warren & Co. 1st Addition to the intersection with the East right of way line of North Franklin Street; thence Northwest along the said East right of way line of North Franklin Street to the intersection with the South lot line of Lot 25 in Block 1 of said Durfee Warren & Co. 1st Addition; thence East along the South lot lines of Lot 25 thru 1 of said Block 1 of Durfee Warren & Co. 1st Addition to the place of beginning.



## CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is by and between the CITY OF DECATUR, an Illinois municipal corporation ("Seller"), and CROSSING HEALTHCARE, LOCATED AT 320 Central Avenue, DECATUR, IL 62523 having FEIN #37-0961830 ("Buyer").

### WITNESSETH:

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

1. Purchase Price. The purchase price for the Property is Six Hundred Fifty (\$650) Dollars with purchase price for the property to be paid at closing, subject to closing adjustments.

2. No Representations. Seller has not made and does not make any representations, warranties or guarantees of any kind concerning the Premises or its condition or suitability for Buyer's proposed use, whether express or implied, oral or written. Buyer agrees that it is purchasing the Premises "as is" with all faults and defects and based solely on Buyer's inspection, testing and investigation of the Property. Buyer acknowledges that the disclaimers, agreements and other statements set forth in this section are an integral portion of this Contract and that Seller would not agree to sell the Premises to Buyer for the purchase price without the disclaimers, agreements and other statements set forth in this Paragraph 2 and that the disclaimers, agreements and other statements in this Paragraph 2 shall survive the closing of the sale under this Contract.

3. Conditions Precedent.

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

(a) Seller approving Buyer's site plan and landscape plan for Seller's proposed

development of the Property.

(b) Buyer obtaining all approvals and permits from all governmental authorities having jurisdiction over the Property which are necessary to permit Buyer's proposed development of the Property.

(c) Buyer promptly commencing construction on the Premises of a Community Care Campus to include an all-inclusive drug misuse rehabilitation facility to the Decatur area, inpatient drug detox and treatment center, outpatient treatment center and associated uses or those uses, including but not limited to social services and residential or institutional uses, that are consistent with the national CDBG objectives as agreed to in writing by the Seller.

(d) Buyer maintaining all utility easements within or relocating all utilities from alleyways and vacated public rights of way more particularly described on Exhibit B attached hereto.

If all of the foregoing conditions have not been satisfied within 180 days after the Effective Date of this Contract, then this Contract may be terminated by Seller by written notice to Buyer. As used in this Contract, "Effective Date of this Contract" means the date that both parties have executed this Contract and received a fully executed original of this Contract.

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

(a) Buyer may, at its expense and option, obtain such title reports and surveys as to the Premises as Buyer may desire. Buyer shall advise Seller in writing within 30 days after the effective date of this agreement concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to Buyer shall be delayed pending Seller's efforts to resolve the same. In event Seller is unable or unwilling to cure such defects within a reasonable time after notice thereof, Buyer or



Seller may elect to cancel and terminate this agreement and the rights and obligations of the parties hereunder; and in such event, Seller shall refund to Buyer all sums paid hereunder if Buyer shall so elect. Failure to notify Seller of any objectionable title defect as above said shall constitute a waiver thereof. Title may be subject only to the following exceptions:

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

(b) Seller shall, within 30 days of execution of this agreement vacate the rights-of-way and alley-ways described in Exhibit B.

### 3.3 Both Seller and Buyer agree:

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

(b) At any time after the date hereof, with advanced approval of Seller, architects and engineers of Buyer shall have reasonable access to the Premises for the purpose of measurement and preparation of design plans for Buyer, site grading and other work to prepare the premises for construction, provided such access cannot interfere with the usual business of Seller performed on the Premises. Buyer shall indemnify and hold Seller harmless from and against all losses, costs, damages and liabilities arising out of Buyer or any of its employees, agents or contractors entering the Premises. In the event that closing does not occur or this transaction is not completed, Buyer shall be responsible for any and all costs associated with remediating any changes or improvements made to premises by Buyer or its agents, successors and assigns as deemed necessary by the Seller.

3.4 Seller Construction Obligations. In conjunction with the development of the Premises the City hereby agrees that it will undertake and complete the construction of certain improvements to streets and sidewalks in the Wabash Crossing area in the 200-300 Blocks of East Central Avenue, the 800 Block of North Warren Street and the 200-500 Blocks of East King Street as generally depicted on the site plan attached hereto as Exhibit C (collectively, the "Work"). The Work is anticipated to cost \$584,303.41 with a potential for 10% contingency bringing the estimated potential total to \$614,303.41 and upon completion of the work the City will maintain the aforementioned streets and related infrastructure as part of the public roadway system. The City shall complete work on East Central Avenue and North Warren Street in 2019 and shall complete work on East King Street in 2020.

3.5 Closing. The time and place of settlement on the date of closing shall be fixed by mutual agreement of the parties not more than 30 days after the effective date of this agreement. At the settlement Buyer shall deliver to Seller or cause to be paid:

- (i) All documents as Seller's counsel may reasonably require.
- (ii) An amount equal to the cost of recording any release of indenture of mortgage or trust deed; and,
- (iii) An amount equal to the cost of Illinois revenue stamps if required to be affixed to Seller's quitclaim deed.
- (iv) An amount equal to any and all costs associated with the transfer of ownership to Premises including but not limited to any real estate taxes unpaid and due after the date of closing prorated to the date of closing, based upon the last ascertainable real estate taxes on the Premises; the fee charged by the Title Company for closing the sale; the fee for recording the deed; the cost of an survey; and the cost of the title commitment and policy.

Seller shall deliver to Buyer:

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

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

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

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

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

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

5. Seller's Closing Obligations. At the closing,

(a) Seller shall deliver to Buyer or to such person or corporation as Buyer may nominate subject to Section 8 of this agreement a quitclaim deed, conveying the Premises in fee simple, subject to 2018 real estate taxes and assessments and subsequent years not yet due and payable, all easements, agreements, restrictions and other matters of record. Such deed shall also include provisions requiring the Buyer, its successors and assigns (i) to utilize the Premises to house a Community Care Campus to include an all-inclusive drug misuse rehabilitation facility to the Decatur area, inpatient drug detox and treatment center, outpatient treatment center and associated uses or those uses, including but not limited to social services and residential or institutional uses, that are consistent with the national CDBG objectives as agreed to in writing by the Seller. (ii) to allow monitoring of records as may be required by the U.S. Department of Housing and Urban Development as is allowed under federal law upon request. (iii) to substantially complete said Community Care Campus as per approved plans within five (5) years of the date of



closing (subject to force majeure delays) (iv) requiring that if Buyer fails to substantially complete said Federally Qualified Health Center within five (5) years of the date of closing, ownership of the Premises shall be returned to the Seller with Buyer being responsible for any and all costs associated with the transfer of ownership of the Premises back to the Buyer including any real estate taxes unpaid and due after the date of closing prorated to the date of closing based upon the last ascertainable real estate taxes on the Premises and any costs associated with remediating any changes or improvements made to premises by Seller, its successors and assigns as deemed necessary by the Seller. Substantial Completion or Substantially Complete means complete construction of the shell and core, with finished interiors of common areas to the point of qualification for the issuance of certificates of occupancy pursuant to codes of the City, except for minor and ancillary alterations or additional work. The promise made to use land to house construction of a Community Care Campus to include an all-inclusive drug misuse rehabilitation facility to the Decatur area, inpatient drug detox and treatment center, outpatient treatment center and associated uses or those uses, including but not limited to social services and residential or institutional uses, that are consistent with the national CDBG objectives as agreed to in writing by the Seller and to allow monitoring shall survive the date of closing and such promise shall be specifically enforceable by the Seller and their successors under the terms of this agreement for a period of ten (10) years from the date of closing.

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

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



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

9. Miscellaneous

(a) This Contract shall be void if not fully executed by October 20, 2018.

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

Seller: Director of Economic and Community Development  
City of Decatur  
#1 Gary K. Anderson Plaza  
Decatur, IL 62523

Buyer: Tanya Andricks  
Executive Director, Crossing Healthcare  
320 Central Avenue  
Decatur, IL 62523

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

(c) This Contract constitutes the entire agreement between Seller and Buyer,

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

(d) The headings, captions, numbering systems, etc., are inserted only as a matter of convenience and shall not be considered in interpreting the provisions of this Contract.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

|                         |                         |
|-------------------------|-------------------------|
| SELLER:                 | BUYER:                  |
| CITY OF DECATUR         | CROSSING<br>HEALTHCARE  |
| By: _____               | BY: _____               |
| Dated: _____            | Dated: _____            |
| Address: _____<br>_____ | Address: _____<br>_____ |
| ATTEST:                 |                         |
| _____<br>CITY CLERK     |                         |

# LEGAL DESCRIPTION - EXHIBIT A

## LEGAL DESCRIPTION

Lot Three (3) of J.K. Warren & Co's 5th Addition to the City of Decatur, as per Plat recorded in Book 97, Page 426 of the records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-009

Lot Two (2) of J.K. Warren & Co's 5th Addition to the City of Decatur, as per Plat recorded in Book 97, Page 426 of the records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-010

Lot One (1) of J.K. Warren & Co's 5th Addition to the City of Decatur, as per Plat recorded in Book 97, Page 426 of the records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-011

Lot Six (6) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-012

Lot Five (5) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-013

Lots Three (3) and Four (4) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-015

The North 98 feet of Lot Two (2) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-016

The North 98 feet of Lot One (1) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-017

The South 54.5 feet of Lots One (1) and Two (2) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-018

Lot Fifteen (15) of J.K. Warren & Co's 5th Addition to the City of Decatur, as per Plat recorded in Book 97, Page 426 of the records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of



## Legal Description - Exhibit A

said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-021

Lot Sixteen (16) of J.K. Warren & Co's 5th Addition to the City of Decatur, as per Plat recorded in Book 97, Page 426 of the records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-022

Lot Seventeen (17) of J.K. Warren & Co's 5th Addition to the City of Decatur, as per Plat recorded in Book 97, Page 426 of the records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-023

Lot Eighteen (18) of J.K. Warren & Co's 5th Addition to the City of Decatur, as per Plat recorded in Book 97, Page 426 of the records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-024

Lot Seven (7) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-025

Lot Eight (8) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-026

Lot Nine (9) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-027

Lot Ten (10) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-028

Lot Eleven (11) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-029

The North 75 feet of Lot Twelve (12) in Block One (1) of J.K. Warren and Co's Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-030



## LEGAL DESCRIPTION- EXHIBIT A

The South 79 feet of Lot Twelve (12) in Block One (1) of J.K. Warren and Co.'s Fourth Addition to the City of Decatur, as per Plat recorded in Book 93, Page 11 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-351-031

Lot Fifteen (15) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois, EXCEPT the South 67.8 feet thereof. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-352-001

The North 36 feet of the South 67.8 feet of Lot Fifteen (15) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-352-002

The South 31.8 feet of Lot Fifteen (15) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-352-003

The North Half (N1/2) of Lots Sixteen (16) and Seventeen (17) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois, EXCEPT 25 feet off of the South side of said tract. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-352-004

The East 29.5 feet of the South 64.5 feet of Lot Seventeen (17) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-352-007

Lot Fourteen (14) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-352-008

Lot Thirteen (13) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-352-009

Lot Twelve (12) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-352-010

Lot Eleven (11) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals



## LEGAL DESCRIPTION - EXHIBIT A

underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals).  
Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-011

Lot Ten (10) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals).  
Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-012

Lot Nine (9) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals).  
Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-013

Lot Eight (8) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals).  
Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-014

The West 22 feet of Lot Seven (7) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals).  
Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-015

The West 30 feet of Lot Six (6) and the East 18 feet of Lot Seven (7) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals).  
Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-016

Lot Five (5) and the East Half (E1/2) of Lot Six (6) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, EXCEPT a tract 10 feet in width off of the West side of the East Half of said Lot 6, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals).  
Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-017

Lot Four (4) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals).  
Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-018

Lot Eighteen (18) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals).  
Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-024

Lot Nineteen (19) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals).  
Situating in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-025



## LEGAL DESCRIPTION - EXHIBIT A

Lot Twenty (20) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-026

Lot Twenty-one (21) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-027

Lot Twenty-two (22) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-028

Lot Twenty-three (23) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-029

Lot Twenty-four (24) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-030

Lot Twenty-five (25) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-031

Lot Twenty-six (26) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-032

Lot Twenty-seven (27) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-352-033

The North 37.50 feet of the South 102.00 feet of Lot Sixteen (16) and Lot Seventeen (17) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois, AND the South 64.50 feet of Lot Sixteen (16) and the West 10.50 feet of the South 64.50 feet of Lot Seventeen (17) in Block One (1) of Durfee, Warren & Co.'s Second Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50, Page 371 of the Records in the Recorder's Office of Macon County, Illinois, AND as shown on plat of survey dated September 12, 1985 by William C. Faulkner, Illinois Land Surveyor No. 1940 and recorded on October 22, 1990 in Book 2358 on Page 846 as Document No. 1303330. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.



## LEGAL DESCRIPTION - EXHIBIT A

Permanent Index Number: 04-12-11-352-037

Lot Twenty-six (26) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-006

Lot Twenty-five (25) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois, EXCEPT commencing at the Southwest corner of said Lot 25; thence North 26.00 feet; thence Southeasterly to a point being 12.89 feet East from the Southwest corner thereof; thence West 12.89 feet to the point of beginning. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-007

Lot Twenty-four (24) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-008

Lot Twenty-three (23) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-009

Lot Twenty-two (22) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-010

Lot Twenty-one (21) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-011

Lot Twenty (20) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-012

Lot Nineteen (19) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-013

Lot Eighteen (18) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-014



# LEGAL DESCRIPTION - EXHIBIT A

Lot Seventeen (17) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-015

Lot Sixteen (16) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-016

Lot Fifteen (15) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-017

Lot Fourteen (14) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-018

Lot Thirteen (13) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-019

Lot Twelve (12) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-020

Lot Eleven (11) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-021

Lot Ten (10) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-022

Lot Nine (9) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-023

Lot Eight (8) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.



# LEGAL DESCRIPTION - EXHIBIT A

Permanent Index Number: 04-12-11-355-024

Lot Seven (7) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-025

Lot Six (6) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-026

Lot Five (5) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-027

Lot Four (4) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-028

Lot Three (3) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-029

Lots One (1) and Two (2) in Block One (1) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-030

Lot One (1) in Block Two (2) of Durfee Warren and Co's First Addition to the City of Decatur, Illinois, as per Plat recorded in Book 50 on Page 366 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-053

Lot One (1) in Block One (1) of Wait and Co's Addition to the City of Decatur, Illinois, as per Plat recorded in Book "P" on Page 115 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-054

Lots Four (4), Five (5), Six (6), and Seven (7), EXCEPT the West 1.4 feet of Lot 7, of Seller's Resurvey, as per Plat recorded in Book 1575 on Page 8 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

Permanent Index Number: 04-12-11-355-055

# LEGAL DESCRIPTION - EXHIBIT A

Lots Two (2) and Three (3) of Seller's Resurvey, as per Plat recorded in Book 1575 on Page 8 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.  
Permanent Index Number: 04-12-11-355-056



## **LEGAL DESCRIPTION – EXHIBIT A**

### **RIGHT OF WAY VACATION DESCRIPTIONS**

#### **PARCEL 1**

A part of Warren Street being a Sixty (60) foot right of way lying North of King Street and South of East Marietta Street and lying East of Block 1 of J.K. Warren & Co. 4th Addition as per plat recorded in Book 93 on page 11 of the records in the Recorder's Office of Macon County, Illinois and West of Block 1 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 in said Recorder's Office and being more particularly described as follows:

Beginning at the Northwest corner of Lot 15 in Block 1 of said Durfee Warren & Co. 2nd Addition; thence South along the West lot lines of Lots 15 and 16 to the Southwest corner of said Lot 16; thence West to the Southeast corner of Lot 12 in Block 1 of said J.K. Warren & Co. 4th Addition; thence North along the East lot lines of Lots 12 and 1 to the Northeast corner of said Lot 1; thence East to the place of beginning.

#### **PARCEL 2**

A part of Central Street being a Sixty (60) foot right of way lying East of the East right of Way line of Warren Street and West of the West right of Way line of Martin Luther King Jr. Drive and lying South of Lot 1 of Northeast Community Fund Addition as per plat recorded in Book 5000 on page 253 of the records in the Recorder's Office of Macon County, Illinois and South of Lots 16 thru 19 in Block 2 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 in said Recorder's Office and North of Lots 1 thru 15 in Block 1 of Durfee Warren & Co. 1st Addition as per plat recorded in Book 50 on page 366 in said Recorder's Office and being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 of said Northeast Community Fund Addition; thence South to the Northeast corner of Lot 1 in Block 1 of said Durfee Warren & Co. 1st Addition; thence West along the North lot lines of Lots 1 thru 15 in Block 1 of said Durfee Warren & Co. 1st Addition to the Northwest corner of said Lot 15; thence North to the Southwest corner of Lot 16 in Block 2 of said Durfee Warren & Co. 2nd Addition; thence East along the South lot lines of Lots 16 thru 19 in Block 2 of said Durfee Warren & Co. 2nd Addition and the South line of Lot 1 of said Northeast Community Fund Addition to the place of beginning.

### **ALLEY VACATION DESCRIPTIONS**

#### **PARCEL 1**

A Sixteen (16) foot alley located in Block 1 of J. K. Warren & Co. 4th Addition as per plat recorded in Book 93 on page 11 of the records in the Recorder's Office of Macon County, Illinois and Block 1 of J.K. Warren & Co. 5th Addition as per plat recorded in Book 97 on page 426 in said Recorder's Office, said alley being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 of said Block 1 of J. K. Warren & Co. 4th Addition; thence South to the Northeast corner of Lot 12 said Block 1 of J. K. Warren & Co. 4th Addition; thence West along the North lot lines of Lots 12 thru Lot 7 in Block 1 of J. K. Warren & Co. 4th Addition and the North lot lines of Lots 18 thru 14 in Block 1 of J. K. Warren & Co. 5th Addition to the Northwest corner of Lot 14 of said Block 1 of J. K. Warren & Co. 5th Addition; thence South along the West lot line of



## LEGAL DESCRIPTION – EXHIBIT A

said Lot 14 to the Southwest corner thereof; thence West to the Southeast corner of Lot 13 in Block 1 of said J. K. Warren & Co. 5th Addition; thence North along the East lot lines of Lots 13 thru 6 in Block 1 of said J. K. Warren & Co. 5th Addition to the Northeast corner of Lot 6 in Block 1 of said J. K. Warren & Co. 5th Addition; thence East to the Northwest corner of Lot 5 in Block 1 of said J. K. Warren & Co. 5th Addition; thence South along the West lot line of said Lot 5 to the Southwest corner of Lot 5 thereof; thence East along the South lot lines of Lots 5 thru 1 in Block 1 of J. K. Warren & Co. 5th Addition and South lot lines of Lots 6 thru 1 in Block 1 of J. K. Warren & Co. 4th Addition to the place of beginning.

### PARCEL 2

A Sixteen (16) foot alley located in Block 1 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 of the records in the Recorder's Office of Macon County, Illinois, said alley being more particularly described as follows:

Beginning at the intersection of the South line of Lot 4 in Block 1 of said Durfee Warren & Co. 2nd Addition and the West line of Lot 65 of Wabash Crossing 2nd Addition as per plat recorded in Book 1832 on page 908 in said Recorder's Office; thence South along the West line of said Lot 65 of Wabash Crossing 2nd Addition to the Southwest corner thereof; thence East along the South line of said Lot 65 for 6.92 feet; thence Southeasterly along the Westerly line of said Lot 65 to the intersection with the South line of said 16 foot alley; thence West along the North lot lines of Lots 27 thru 16 in Block 1 of aforesaid of Durfee Warren & Co. 2nd Addition to the Northwest corner of Lot 16 in Block 1 of said Durfee Warren & Co. 2nd Addition; thence North to the Southwest corner of Lot 15 in Block 1 of said Durfee Warren & Co. 2nd Addition; thence East along the South lot lines of Lot 15 thru 4 in Block 1 of said Durfee Warren & Co. 2nd Addition to the place of beginning.

### PARCEL 3

A Sixteen (16) foot alley located in Block 2 of J. K. Warren & Co. 4th Addition as per plat recorded in Book 93 on page 11 of the records in the Recorder's Office of Macon County, Illinois, said alley being more particularly described as follows:

Beginning at the Northeast corner of said Lot 12 in Block 2 of J. K. Warren & Co. 4th Addition; thence East to the Northwest corner of Lot 11 in said Block 2 of J. K. Warren & Co. 4th Addition; thence South along the West lot line of said Lot 11 to the Southwest corner thereof; thence East along the South lot lines of Lots 11 and 10 in said Block 2 of J. K. Warren & Co. 4th Addition to the Southeast corner of Lot 10 in said Block 2 of J. K. Warren & Co. 4th Addition; thence South to the Northeast corner of Lot 21 in said Block 2 of J. K. Warren & Co. 4th Addition; thence West along the North lot lines of Lot 21 and 20 to the Northwest corner of said Lot 20; thence South along the West line of said Lot 20 in said Block 2 of J. K. Warren & Co. 4th Addition to the Southwest corner thereof; thence West to the Southeast corner of Lot 19 in Block 2 of J. K. Warren & Co. 4th Addition; thence North along the East lot lines of Lots 19 thru 12 to the point of beginning.

### PARCEL 4

A Sixteen (16) foot alley located in Block 2 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 of the records in the Recorder's Office of Macon County, Illinois, said alley being more particularly described as follows:

## **LEGAL DESCRIPTION – EXHIBIT A**

Beginning at the Southeast corner of Lot 12 in said Block 2 of Durfee Warren & Co. 2nd Addition; thence South to the Northeast corner of Lot 19 in said Block 2 of Durfee Warren & Co. 2nd Addition; thence West along the North lot lines of Lots 19 thru 16 to the Northwest corner of said Lot 16; thence North to the Southwest corner of Lot 15 in said Block 2 of Durfee Warren & Co. 2nd Addition; thence East along the South lot lines of Lots 15 thru 12 to the place of beginning.

### **PARCEL 5**

A Sixteen (16) foot alley located between Block 1 and Block 2 of Durfee Warren & Co. 1st Addition as per plat recorded in Book 50 on page 366 of the records in the Recorder's Office of Macon County, Illinois and North of Sellers Resurvey as per plat recorded in Book 1575 on page 08 in said Recorder's Office, said alley being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 in Block 1 of said Durfee Warren & Co. 1st Addition; thence South to the Northeast corner of Lot 1 in Block 2 of said Durfee Warren & Co. 1st Addition; thence West along the North lot lines of Lot 1 in said Block 2 of said Durfee Warren & Co. 1st Addition, the North lot lines of Lots 2 thru 14 of said Sellers Resurvey and North lot lines of Lots 15 thru 25 of said Block 2 of said Durfee Warren & Co. 1st Addition to the intersection with the East right of way line of North Franklin Street; thence Northwest along the said East right of way line of North Franklin Street to the intersection with the South lot line of Lot 25 in Block 1 of said Durfee Warren & Co. 1st Addition; thence East along the South lot lines of Lot 25 thru 1 of said Block 1 of Durfee Warren & Co. 1st Addition to the place of beginning.



**EXHIBIT B**  
**Vacated Alley and Rights of Way Legal Description**  
**RIGHTS OF WAY VACATION DESCRIPTIONS**

**PARCEL 1**

A part of Warren Street being a Sixty (60) foot right of way lying North of King Street and South of East Marietta Street and lying East of Block 1 of J.K. Warren & Co. 4th Addition as per plat recorded in Book 93 on page 11 of the records in the Recorder's Office of Macon County, Illinois and West of Block 1 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 in said Recorder's Office and being more particularly described as follows:

Beginning at the Northwest corner of Lot 15 in Block 1 of said Durfee Warren & Co. 2nd Addition; thence South along the West lot lines of Lots 15 and 16 to the Southwest corner of said Lot 16; thence West to the Southeast corner of Lot 12 in Block 1 of said J.K. Warren & Co. 4th Addition; thence North along the East lot lines of Lots 12 and 1 to the Northeast corner of said Lot 1; thence East to the place of beginning.

**PARCEL 2**

A part of Central Street being a Sixty (60) foot right of way lying East of the East right of Way line of Warren Street and West of the West right of Way line of Martin Luther King Jr. Drive and lying South of Lot 1 of Northeast Community Fund Addition as per plat recorded in Book 5000 on page 253 of the records in the Recorder's Office of Macon County, Illinois and South of Lots 16 thru 19 in Block 2 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 in said Recorder's Office and North of Lots 1 thru 15 in Block 1 of Durfee Warren & Co. 1st Addition as per plat recorded in Book 50 on page 366 in said Recorder's Office and being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 of said Northeast Community Fund Addition; thence South to the Northeast corner of Lot 1 in Block 1 of said Durfee Warren & Co. 1st Addition; thence West along the North lot lines of Lots 1 thru 15 in Block 1 of said Durfee Warren & Co. 1st Addition to the Northwest corner of said Lot 15; thence North to the Southwest corner of Lot 16 in Block 2 of said Durfee Warren & Co. 2nd Addition; thence East along the South lot lines of Lots 16 thru 19 in Block 2 of said Durfee Warren & Co. 2nd Addition and the South line of Lot 1 of said Northeast Community Fund Addition to the place of beginning.

**ALLEY VACATION DESCRIPTIONS**

**PARCEL 1**

A Sixteen (16) foot alley located in Block 1 of J. K. Warren & Co. 4th Addition as per plat recorded in Book 93 on page 11 of the records in the Recorder's Office of Macon County, Illinois and Block 1 of J.K. Warren & Co. 5th Addition as per plat recorded in Book 97 on page 426 in said Recorder's Office, said alley being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 of said Block 1 of J. K. Warren & Co. 4th Addition; thence South to the Northeast corner of Lot 12 said Block 1 of J. K. Warren & Co. 4th Addition;

## **EXHIBIT B**

### **Vacated Alley and Rights of Way Legal Description**

thence West along the North lot lines of Lots 12 thru Lot 7 in Block 1 of J. K. Warren & Co. 4th Addition and the North lot lines of Lots 18 thru 14 in Block 1 of J. K. Warren & Co. 5th Addition to the Northwest corner of Lot 14 of said Block 1 of J. K. Warren & Co. 5th Addition; thence South along the West lot line of said Lot 14 to the Southwest corner thereof; thence West to the Southeast corner of Lot 13 in Block 1 of said J. K. Warren & Co. 5th Addition; thence North along the East lot lines of Lots 13 thru 6 in Block 1 of said J. K. Warren & Co. 5th Addition to the Northeast corner of Lot 6 in Block 1 of said J. K. Warren & Co. 5th Addition; thence East to the Northwest corner of Lot 5 in Block 1 of said J. K. Warren & Co. 5th Addition; thence South along the West lot line of said Lot 5 to the Southwest corner of Lot 5 thereof; thence East along the South lot lines of Lots 5 thru 1 in Block 1 of J. K. Warren & Co. 5th Addition and South lot lines of Lots 6 thru 1 in Block 1 of J. K. Warren & Co. 4th Addition to the place of beginning.

#### **PARCEL 2**

A Sixteen (16) foot alley located in Block 1 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 of the records in the Recorder's Office of Macon County, Illinois, said alley being more particularly described as follows:

Beginning at the intersection of the South line of Lot 4 in Block 1 of said Durfee Warren & Co. 2nd Addition and the West line of Lot 65 of Wabash Crossing 2nd Addition as per plat recorded in Book 1832 on page 908 in said Recorder's Office; thence South along the West line of said Lot 65 of Wabash Crossing 2nd Addition to the Southwest corner thereof; thence East along the South line of said Lot 65 for 6.92 feet; thence Southeasterly along the Westerly line of said Lot 65 to the intersection with the South line of said 16 foot alley; thence West along the North lot lines of Lots 27 thru 16 in Block 1 of aforesaid of Durfee Warren & Co. 2nd Addition to the Northwest corner of Lot 16 in Block 1 of said Durfee Warren & Co. 2nd Addition; thence North to the Southwest corner of Lot 15 in Block 1 of said Durfee Warren & Co. 2nd Addition; thence East along the South lot lines of Lot 15 thru 4 in Block 1 of said Durfee Warren & Co. 2nd Addition to the place of beginning.

#### **PARCEL 3**

A Sixteen (16) foot alley located in Block 2 of J. K. Warren & Co. 4th Addition as per plat recorded in Book 93 on page 11 of the records in the Recorder's Office of Macon County, Illinois, said alley being more particularly described as follows:

Beginning at the Northeast corner of said Lot 12 in Block 2 of J. K. Warren & Co. 4th Addition; thence East to the Northwest corner of Lot 11 in said Block 2 of J. K. Warren & Co. 4th Addition; thence South along the West lot line of said Lot 11 to the Southwest corner thereof; thence East along the South lot lines of Lots 11 and 10 in said Block 2 of J. K. Warren & Co. 4th Addition to the Southeast corner of Lot 10 in said Block 2 of J. K. Warren & Co. 4th Addition; thence South to the Northeast corner of Lot 21 in said Block 2 of J. K. Warren & Co. 4th Addition; thence West along the North lot lines of Lot 21 and 20 to the Northwest corner of said



## **EXHIBIT B**

### **Vacated Alley and Rights of Way Legal Description**

Lot 20; thence South along the West line of said Lot 20 in said Block 2 of J. K. Warren & Co. 4th Addition to the Southwest corner thereof; thence West to the Southeast corner of Lot 19 in Block 2 of J. K. Warren & Co. 4th Addition; thence North along the East lot lines of Lots 19 thru 12 to the point of beginning.

#### **PARCEL 4**

A Sixteen (16) foot alley located in Block 2 of Durfee Warren & Co. 2nd Addition as per plat recorded in Book 50 on page 371 of the records in the Recorder's Office of Macon County, Illinois, said alley being more particularly described as follows:

Beginning at the Southeast corner of Lot 12 in said Block 2 of Durfee Warren & Co. 2nd Addition; thence South to the Northeast corner of Lot 19 in said Block 2 of Durfee Warren & Co. 2nd Addition; thence West along the North lot lines of Lots 19 thru 16 to the Northwest corner of said Lot 16; thence North to the Southwest corner of Lot 15 in said Block 2 of Durfee Warren & Co. 2nd Addition; thence East along the South lot lines of Lots 15 thru 12 to the place of beginning.

#### **PARCEL 5**

A Sixteen (16) foot alley located between Block 1 and Block 2 of Durfee Warren & Co. 1st Addition as per plat recorded in Book 50 on page 366 of the records in the Recorder's Office of Macon County, Illinois and North of Sellers Resurvey as per plat recorded in Book 1575 on page 08 in said Recorder's Office, said alley being more particularly described as follows:

Beginning at the Southeast corner of Lot 1 in Block 1 of said Durfee Warren & Co. 1st Addition; thence South to the Northeast corner of Lot 1 in Block 2 of said Durfee Warren & Co. 1st Addition; thence West along the North lot lines of Lot 1 in said Block 2 of said Durfee Warren & Co. 1st Addition, the North lot lines of Lots 2 thru 14 of said Sellers Resurvey and North lot lines of Lots 15 thru 25 of said Block 2 of said Durfee Warren & Co. 1st Addition to the intersection with the East right of way line of North Franklin Street; thence Northwest along the said East right of way line of North Franklin Street to the intersection with the South lot line of Lot 25 in Block 1 of said Durfee Warren & Co. 1st Addition; thence East along the South lot lines of Lot 25 thru 1 of said Block 1 of Durfee Warren & Co. 1st Addition to the place of beginning.



CONTINGENCY  
\$30,000.00  
DOUBLE CHECK  
\$614,303.41

# EXHIBIT C

\$168,174.74 \$63,875.28 \$382,253.39

TOTAL PROJECT  
\$614,303.41

Central Ave  
End of Street  
Warren St

Central Ave  
King St

Water St  
MLK Jr Dr

|                                                            |          |          |          |          |          |          |
|------------------------------------------------------------|----------|----------|----------|----------|----------|----------|
| STREET NAME                                                | 2,120.00 | 500.00   | 355.00   | 1,265.00 | 1,155.89 | 3,987.56 |
| FROM                                                       | 6.69     | 30.00    | 29.00    | 28.00    |          |          |
| TO                                                         | 64.00    | 0.00     | 12.00    | 52.00    |          |          |
| STARTING SEGMENT ID                                        | 6,810.12 | 1,666.67 | 1,155.89 | 3,987.56 |          |          |
| LENGTH (FOOT)                                              |          |          |          |          |          |          |
| WIDTH (FOOT)                                               |          |          |          |          |          |          |
| ADDITIONAL AREA (STREET RETURNS, CUL-DE-SACS, ETC) (SQ YD) |          |          |          |          |          |          |
| TOTAL                                                      |          |          |          |          |          |          |
| TOTAL AREA (SQ YD)                                         |          |          |          |          |          |          |
| MILLING DEPTH (INCH)                                       |          |          |          |          |          |          |
| SURFACE ASPHALT LAYER THICKNESS (INCH)                     |          |          |          |          |          |          |
| BINDER ASPHALT LAYER THICKNESS (INCH)                      |          |          |          |          |          |          |

| Item Number              | Item                                                             | Quantity  | Unit  | Unit Price  | Extension    | Quantity | Extension    | Quantity | Extension   | Quantity  | Extension    |
|--------------------------|------------------------------------------------------------------|-----------|-------|-------------|--------------|----------|--------------|----------|-------------|-----------|--------------|
| 20100110                 | TREE REMOVAL (6 TO 15 UNITS)                                     | 20.00     | UNIT  | \$64.00     | \$1,280.00   |          | \$0.00       |          | \$0.00      | 20.00     | \$1,280.00   |
| 40600290                 | BITUMINOUS MATERIAL (TACK COAT)                                  | 3,054.55  | POUND | \$0.65      | \$1,991.96   | 750.00   | \$487.50     | 520.15   | \$338.10    | 1,794.40  | \$1,166.36   |
| 40600400                 | MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS                        | 3.00      | TON   | \$223.00    | \$669.00     | 1.00     | \$223.00     | 1.00     | \$223.00    | 1.00      | \$223.00     |
| 40600882                 | HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT                      | 19.33     | SQ YD | \$15.75     | \$304.45     | 6.67     | \$105.05     | 6.44     | \$101.43    | 6.22      | \$97.97      |
| 40603310                 | HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50                     | 572.05    | TON   | \$110.00    | \$62,925.50  | 140.00   | \$15,400.00  | 97.09    | \$10,679.90 | 334.96    | \$36,845.60  |
| 42400200                 | PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH                         | 19,384.00 | SQ FT | \$11.00     | \$213,224.00 | 4,959.00 | \$54,549.00  | 2,500.00 | \$27,500.00 | 11,925.00 | \$131,175.00 |
| 42400800                 | DETECTABLE WARNINGS                                              | 180.00    | SQ FT | \$38.00     | \$6,840.00   | 60.00    | \$2,280.00   | 0.00     | \$0.00      | 120.00    | \$4,560.00   |
| 44000155                 | HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH                      | 6,810.12  | SQ YD | \$3.90      | \$26,559.47  | 1,666.67 | \$6,500.01   | 1,155.89 | \$4,507.97  | 3,987.56  | \$15,551.48  |
| 44000200                 | DRIVEWAY PAVEMENT REMOVAL                                        | 287.00    | SQ YD | \$17.30     | \$4,965.10   | 84.00    | \$1,453.20   | 63.00    | \$1,089.90  | 140.00    | \$2,422.00   |
| 44000600                 | SIDEWALK REMOVAL                                                 | 18,937.00 | SQ FT | \$2.89      | \$54,727.93  | 4,832.00 | \$13,964.48  | 2,500.00 | \$7,225.00  | 11,605.00 | \$33,538.45  |
| 44001700                 | COMB CONCRETE CURB AND GUTTER REM AND REPL                       | 679.00    | FOOT  | \$53.00     | \$35,987.00  | 198.00   | \$10,494.00  | 81.00    | \$4,293.00  | 400.00    | \$21,200.00  |
| 44201711                 | CLASS D PATCHES, TYPE IV, 5 INCH                                 | 1,200.00  | SQ YD | \$110.00    | \$132,000.00 | 400.00   | \$44,000.00  |          | \$0.00      | 800.00    | \$88,000.00  |
| 60253200                 | CATCH BASINS TO BE RECONSTRUCTED WITH NEW TYPE 3 FRAME AND GRATE | 2.00      | EACH  | \$3,400.00  | \$6,800.00   |          | \$0.00       |          | \$0.00      | 2.00      | \$6,800.00   |
| 60254300                 | CATCH BASIN TO BE RECONSTRUCTED WITH NEW TYPE 15 FRAME AND LID   | 4.00      | EACH  | \$3,450.00  | \$13,800.00  | 2.00     | \$6,900.00   |          | \$0.00      | 2.00      | \$6,900.00   |
| 60255800                 | MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CL LID            | 5.00      | EACH  | \$2,500.00  | \$12,500.00  |          | \$0.00       |          | \$0.00      | 5.00      | \$12,500.00  |
| 60300410                 | VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES                  | 4.00      | EACH  | \$2,000.00  | \$8,000.00   | 2.00     | \$4,000.00   | 0.00     | \$0.00      | 2.00      | \$4,000.00   |
| 78000400                 | THERMOPLASTIC PAVEMENT MARKING 6 INCH                            | 530.00    | FOOT  | \$1.30      | \$689.00     | 125.00   | \$162.50     | 88.75    | \$115.38    | 316.25    | \$411.13     |
|                          | THERMOPLASTIC PAVEMENT MARKING 12 INCH                           | 400.00    | FOOT  | \$2.60      | \$1,040.00   | 60.00    | \$156.00     | 116.00   | \$301.60    | 224.00    | \$582.40     |
| Z0009000                 | CONTINGENCY                                                      | 1.00      | LSUM  | \$30,000.00 | \$30,000.00  | 0.25     | \$7,500.00   | 0.25     | \$7,500.00  | 0.50      | \$15,000.00  |
| TOTAL COST / STREET (\$) |                                                                  |           |       |             |              |          | \$168,174.74 |          | \$63,875.28 |           | \$382,253.39 |
| TOTAL COST (\$)          |                                                                  |           |       |             |              |          |              |          |             |           |              |

EXHIBIT C



## Economic & Community Development

**DATE:** 9/4/2018

**MEMO:** No. 18-31

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

**FROM:** Billy Tyus, Interim City Manager  
Raymond Lai, AICP, Economic and Community Development Director

**SUBJECT:**

Amendments to Zoning Ordinance (Ordinance #3512, as amended) regarding Small Wireless Facilities

**SUMMARY RECOMMENDATION:**

Staff recommends approval of the amendments to the City of Decatur Zoning Ordinance (Ordinance #3512, as amended) as proposed.

The City Plan Commission voted 6-0 to recommend approval of this petition at the August 2, 2018 meeting; the minutes of the meeting are attached.

**PRIOR COUNCIL ACTION:**

The Illinois General Assembly has recently enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (Act), which became effective on June 1, 2018. The Act restricts the regulatory authority of Illinois municipalities over small wireless facilities, commonly known as “small cells”. It sets forth the requirements for the collocation of small wireless facilities by local authorities such as the City of Decatur. Other than regulating the placement of small cell towers on the public rights-of-way, it also provides for regulations regarding zoning, spacing, height and application requirements.

Municipalities throughout Illinois were required to either adopt fees through an ordinance or provide a fee schedule, pursuant to the Act. Accordingly, on July 16, 2018, the City Council of Decatur considered and approved an amendment of the City Code by adding a new Chapter 41.2 titled Small Wireless Facilities via Ordinance 2018-29.

Per Ordinance 2018-29, small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in provisions regarding height exceptions or variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for



commercial or industrial use.

Thus, in keeping with the Act and Ordinance 2018-29, corresponding and related amendments to the City of Decatur Zoning Ordinance are warranted.

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

**INPUT FROM OTHER SOURCES:** N/A

**STAFF REFERENCE:** Any additional questions may be forwarded to Raymond Lai at 424-2727 or [rlai@decaturil.gov](mailto:rlai@decaturil.gov)

**BUDGET/TIME IMPLICATIONS:** None

**ATTACHMENTS:**

| Description              | Type            |
|--------------------------|-----------------|
| Ordinance                | Ordinance       |
| Supporting Documentation | Backup Material |

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AMENDING ZONING ORDINANCE**

**- SECTION II. DEFINITIONS -**

**-SECTION XXVII. WIRELESS FACILITIES-**

**- SECTION XXX ZONING BOARD OF APPEALS -**

WHEREAS, on the 2nd day of August, 2018 upon due notice, the Decatur City Plan Commission held a public hearing on the petition of Raymond Lai, Director of Economic and Community Development, to modify and amend the Zoning Ordinance of the City of Decatur, the same being Ordinance No. 3512, as amended, by amending Sections II., DEFINITIONS, XXVII. WIRELESS FACILITIES, and XXX ZONING BOARD OF APPEALS thereof, so that said Sections II., XXVII., and XXX. as modified and amended shall provide as set forth herein.

II. Definitions

...

**SMALL WIRELESS FACILITY:** A wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

**WIRELESS COMMUNICATION FACILITY:** Any tower, pole, antenna or other structure, including small wireless facility, intended for use in connection with transmission or receipt of radio or television signals, or any other spectrum-based transmissions/receptions.

**WIRELESS FACILITY:** Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber-optic cable that is between wireless support structures or utility poles or coaxial, or fiber-optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

## XXVII. Wireless Facilities

### A. Purpose and Intent

It is the purpose and intent of this Section to protect the health, safety and general welfare of the people of Decatur, in a manner consistent with the provisions of the Federal Telecommunications Act of 1996, the Small Wireless Facilities Deployment Act of 2018 (Public Act 100-0585 of Illinois), and Chapter 41.2 Small Wireless Facilities of the City Code of the City of Decatur. These regulations are necessary in order to:

### B. Jurisdiction

1. These regulations apply to all wireless communications facilities, including small wireless facilities, as defined in Section II, Definitions, located within the corporate limits of the City of Decatur, except small wireless facilities if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use. These exempted small wireless facilities are subject to provisions contained in Chapter 41.2 Small Wireless Facilities of the City Code of the City of Decatur.
2. Except those exempted small wireless facilities as noted in Paragraph B.1. above, no wireless communications facility may be constructed without a site plan approved by the City of Decatur.

## XXX. Zoning Board of Appeals

### B. Power and Duties

#### 10. Small Wireless Facilities

The Board may grant variances to the height for a new or replacement pole in excess of the height limitations on which a small wireless facility is proposed for collocation as set forth in Section 4. Paragraph H. Height Limitations of Chapter 41.2 Small Wireless Facilities of the City Code of the City of Decatur. The Board, in granting the variance, will base its decision upon the City of Decatur Comprehensive Plan and will find that the variance will not create a safety hazard or exacerbate an existing safety hazard; and that the variance if approved will cause no detriment to the overall health, safety, or welfare of the City as a whole or to any neighboring property.

WHEREAS, the Decatur City Plan Commission did report its findings and did recommend that said petition be granted and that the Zoning Ordinance be so modified and amended.

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



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

Section 2. That the Zoning Ordinance of the City of Decatur be, and the same is hereby, amended and modified at Sections II., XXVII., and XXX. as set forth herein.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause this ordinance to be published in pamphlet form.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of September, 2018.

\_\_\_\_\_  
JULIE MOORE WOLFE, MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
CITY CLERK

**ADDITIONS AND DELETIONS**  
**- ZONING ORDINANCE -**

**SECTION II.            DEFINITIONS**

SMALL WIRELESS FACILITY: A wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

WIRELESS COMMUNICATION FACILITY: Any tower, pole, antenna or other structure, including small wireless facility, intended for use in connection with transmission or receipt of radio or television signals, or any other spectrum-based transmissions/receptions.

WIRELESS FACILITY: Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber-optic cable that is between wireless support structures or utility poles or coaxial, or fiber-optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

**SECTION XXVII    WIRELESS FACILITIES**

**A. PURPOSE AND INTENT**

It is the purpose and intent of this Section to protect the health, safety and general welfare of the people of Decatur, in a manner consistent with the provisions of the Federal Telecommunications Act of 1996, the Small Wireless Facilities Deployment Act of 2018 (Public Act 100-0585 of Illinois), and Chapter 41.2 Small Wireless Facilities of the City Code of the City of Decatur. These regulations are necessary in order to:

## B. JURISDICTION

1. These regulations apply to all wireless communications facilities, including small wireless facilities, as defined in Section II, Definitions, located within the corporate limits of the City of Decatur, except small wireless facilities if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use. These exempted small wireless facilities are subject to provisions contained in Chapter 41.2 Small Wireless Facilities of the City Code of the City of Decatur.
2. Except those exempted small wireless facilities as noted in Paragraph B.1. above, nNo wireless communications facility may be constructed without a site plan approved by the City of Decatur.

## SECTION XXX ZONING BOARD OF APPEALS

### B. POWER AND DUTIES

#### 10. Small Wireless Facilities

The Board may grant variances to the height for a new or replacement pole in excess of the height limitations on which a small wireless facility is proposed for collocation as set forth in Section 4. Paragraph H. Height Limitations of Chapter 41.2 Small Wireless Facilities of the City Code of the City of Decatur. The Board, in granting the variance, will base its decision upon the City of Decatur Comprehensive Plan and will find that the variance will not create a safety hazard or exacerbate an existing safety hazard; and that the variance if approved will cause no detriment to the overall health, safety, or welfare of the City as a whole or to any neighboring property.





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     | RAYMOND LAI, DIRECTOR OF ECONOMIC + COMMUNITY DEVELOPMENT |       |    |        |                    |
| Address        | #1 Gary K. Anderson Plaza                                 |       |    |        |                    |
| City           | Decatur                                                   | State | IL | Zip    | 62523              |
| Telephone      | 217-424-2727                                              | Fax   |    | E-mail | rlai@decaturil.gov |
| Property Owner |                                                           |       |    |        |                    |
| Address        |                                                           |       |    |        |                    |
| City           |                                                           | State |    | Zip    |                    |
| Telephone      |                                                           | Fax   |    | E-mail |                    |
| Representative |                                                           |       |    |        |                    |
| Address        |                                                           |       |    |        |                    |
| City           |                                                           | State |    | Zip    |                    |
| Telephone      |                                                           | Fax   |    | E-mail |                    |

**SECTION TWO: SITE INFORMATION**

|                                           |                              |                              |                              |                                |                              |                                                                                                                                       |
|-------------------------------------------|------------------------------|------------------------------|------------------------------|--------------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Street Address                            | N/A                          |                              |                              |                                |                              |                                                                                                                                       |
| Legal Description                         | N/A                          |                              |                              |                                |                              |                                                                                                                                       |
| Present Zoning                            | <input type="checkbox"/> R-1 | <input type="checkbox"/> R-2 | <input type="checkbox"/> R-3 | <input type="checkbox"/> R-5   | <input type="checkbox"/> R-6 | Is this property a Planned Unit Development?<br><input type="checkbox"/> YES      Approval Date: _____<br><input type="checkbox"/> NO |
|                                           | <input type="checkbox"/> B-1 | <input type="checkbox"/> B-2 | <input type="checkbox"/> B-3 | <input type="checkbox"/> B-4   | <input type="checkbox"/> O-1 |                                                                                                                                       |
|                                           | <input type="checkbox"/> M-1 | <input type="checkbox"/> M-2 | <input type="checkbox"/> M-3 | <input type="checkbox"/> PMR-1 |                              |                                                                                                                                       |
| Please list all improvements on the site: |                              |                              |                              |                                |                              |                                                                                                                                       |
| Size of Tract                             |                              |                              | <input type="checkbox"/> SF  | <input type="checkbox"/> AC    |                              |                                                                                                                                       |

**SECTION THREE: REQUESTED ACTION**

|                      |                                                      |                              |                              |                                |                              |                                                                                                                  |
|----------------------|------------------------------------------------------|------------------------------|------------------------------|--------------------------------|------------------------------|------------------------------------------------------------------------------------------------------------------|
| Rezoned Property To: | <input type="checkbox"/> R-1                         | <input type="checkbox"/> R-2 | <input type="checkbox"/> R-3 | <input type="checkbox"/> R-5   | <input type="checkbox"/> R-6 | Will this property be a Planned Unit Development?<br><input type="checkbox"/> YES<br><input type="checkbox"/> NO |
|                      | <input type="checkbox"/> B-1                         | <input type="checkbox"/> B-2 | <input type="checkbox"/> B-3 | <input type="checkbox"/> B-4   | <input type="checkbox"/> O-1 |                                                                                                                  |
|                      | <input type="checkbox"/> M-1                         | <input type="checkbox"/> M-2 | <input type="checkbox"/> M-3 | <input type="checkbox"/> PMR-1 |                              |                                                                                                                  |
| Other:               | Amend Zoning Ordinance (Ordinance #3512, as amended) |                              |                              |                                |                              |                                                                                                                  |

|                                                                                                                                                                     |                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| Section Three Continued                                                                                                                                             |                                                    |
| Purpose                                                                                                                                                             | Please state the purpose of the proposed rezoning. |
| The proposed amendments would be in keeping with the Small Wireless Facilities Deployment Act of 2018 (Public Act 100-0585 of Illinois) and City Ordinance 2018-29. |                                                    |

|                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SECTION FOUR: JUSTIFICATION</b>                                                                                                                                                                                                      |
| The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):                                                                                                             |
| By amending the Definitions, Wireless Facilities, and Zoning Board of Appeals sections of the Zoning Ordinance, this proposal would be in keeping with the Small Wireless Facilities Deployment Act of 2018 and City Ordinance 2018-29. |

|                                    |                |                                                                                                                                                                                                                                                                                                                                                                                                                                  |         |
|------------------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| <b>SECTION FIVE: CERTIFICATION</b> |                |                                                                                                                                                                                                                                                                                                                                                                                                                                  |         |
|                                    |                | 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             | Raymond J. Jai | Date                                                                                                                                                                                                                                                                                                                                                                                                                             | 7/17/18 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>NOTES:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ol> |  |

Rev. 2 - 4/01

| OFFICE USE ONLY |  |
|-----------------|--|
| Date Filed      |  |
| By              |  |

## **STAFF REPORT**

### **Decatur City Plan Commission**

|                     |                                                                                                  |
|---------------------|--------------------------------------------------------------------------------------------------|
| <b>Hearing Date</b> | August 2, 2018                                                                                   |
| <b>Case No.</b>     | 18-34                                                                                            |
| <b>Proposal</b>     | Amendments to Zoning Ordinance (Ordinance #3512, as amended) regarding small wireless facilities |
| <b>Petitioner</b>   | Raymond Lai, Director of Economic and Community Development                                      |

---

### **BACKGROUND**

The Illinois General Assembly has recently enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (Act), which became effective on June 1, 2018. The Act restricts the regulatory authority of Illinois municipalities over small wireless facilities, commonly known as “small cells”. It sets forth the requirements for the collocation of small wireless facilities by local authorities such as the City of Decatur. It specifies how a city may regulate the attachment of small wireless facilities on city-owned infrastructure, including utility poles, street lights, traffic signals, etc. Other than regulating the placement of small cell towers on the public rights-of-way, it also provides for regulations regarding zoning, spacing, height and application requirements.

Municipalities throughout Illinois were provided two months from the effective date of June 1, 2018, to either adopt fees through an ordinance or provide a fee schedule, pursuant to the Act. Accordingly, on July 16, 2018, the City Council of Decatur considered and approved an amendment of the City Code by adding a new Chapter 41.2 titled Small Wireless Facilities via Ordinance 2018-29.

Small cell wireless facilities are light weight, low-power, precisely targeted cell units that often cover a radius of up to 1,500 feet. As defined by the Act and Ordinance 2018-29, in general, each antenna of a small wireless facility should be located inside an enclosure of no more than 6 cubic feet. They are generally installed at locations where customers are prone to experience connectivity issues, increased cell capacity is needed, or traditional cell coverage is limited due to buildings, topography or other obstacles, as wireless carriers implement 5G technology and enhance cellular transmission. Public right-of-way is viewed as a very convenient location for these small cell wireless facilities.

Per Ordinance 2018-29, small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in provisions regarding height exceptions or variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

Thus, in keeping with the Act and Ordinance 2018-29, corresponding and related amendments to the City of Decatur Zoning Ordinance are warranted.

### **DESCRIPTION / ANALYSIS**

In keeping with the Act and Ordinance 2018-29, corresponding amendments are considered necessary and appropriate to certain sections of the Zoning Ordinance, by adding definitions of “Small Wireless



Facility” and “Wireless Facility”, and modifying the definition of “Wireless Communication Facility” to include small wireless facility in the “Definitions” section (Section II), modifying the purpose and intent as well as jurisdiction in the “Wireless Facilities” section (Section XXVII), and adding small wireless facilities as under the power and duties of the Zoning Board of Appeals in the “Zoning Board of Appeals” section (Section XXX) for consideration of variances to the height limitations of 10 feet above the support structure as prescribed.

Current zoning regulations for all wireless communication facilities including small wireless facilities still apply, except those small wireless facilities collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use. These exempted small wireless facilities are subject to provisions contained in Ordinance 2018-29 (Chapter 41.2 Small Wireless Facilities of the City Code of the City of Decatur).

#### **STAFF RECOMMENDATION**

Staff recommends approval of the amendments as proposed.

#### **PLAN COMMISSION ACTION**

Section XXIX.G. of the Zoning Ordinance requires the Plan Commission to hold a public hearing and make recommendation to the City Council on amendments to the Zoning Ordinance. A motion to forward Case Number 18-34 to City Council with a recommendation of approval is suggested. The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Economic and Community Development Department, City of Decatur.

#### **ATTACHMENTS**

1. Petition
2. Mark-up of the proposed amendments
3. Small wireless facilities examples (in right-of-way)

## ATTACHMENT 2

### Proposed Zoning Ordinance Amendments (Additions are underlined and Deletions are strikethrough)

## SECTION II. DEFINITIONS

**SMALL WIRELESS FACILITY:** A wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

**WIRELESS COMMUNICATION FACILITY:** Any tower, pole, antenna or other structure, including small wireless facility, intended for use in connection with transmission or receipt of radio or television signals, or any other spectrum-based transmissions/receptions.

**WIRELESS FACILITY:** Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber-optic cable that is between wireless support structures or utility poles or coaxial, or fiber-optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

## SECTION XXVII WIRELESS FACILITIES

### A. PURPOSE AND INTENT

It is the purpose and intent of this Section to protect the health, safety and general welfare of the people of Decatur, in a manner consistent with the provisions of the Federal Telecommunications Act of 1996, the Small Wireless Facilities Deployment Act of 2018 (Public Act 100-0585 of Illinois), and Chapter 41.2 Small Wireless Facilities of the City Code of the City of Decatur. These regulations are necessary in order to:

## B. JURISDICTION

1. These regulations apply to all wireless communications facilities, including small wireless facilities, as defined in Section II, Definitions, located within the corporate limits of the City of Decatur, except small wireless facilities if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use. These exempted small wireless facilities are subject to provisions contained in Chapter 41.2 Small Wireless Facilities of the City Code of the City of Decatur.
2. Except those exempted small wireless facilities as noted in Paragraph B.1. above, ~~n~~No wireless communications facility may be constructed without a site plan approved by the City of Decatur.

## SECTION XXX ZONING BOARD OF APPEALS

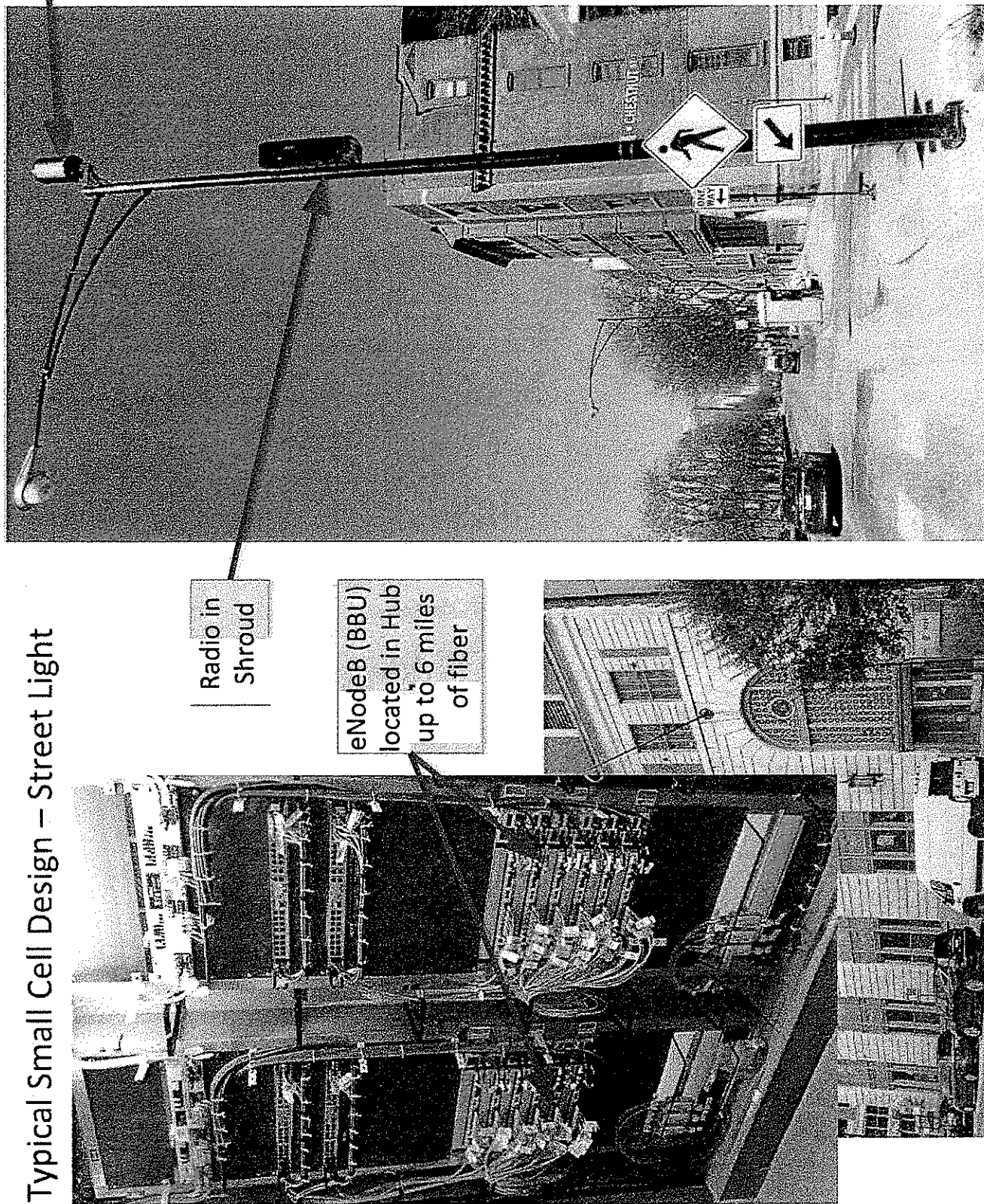
### B. POWER AND DUTIES

#### 10. Small Wireless Facilities

The Board may grant variances to the height for a new or replacement pole in excess of the height limitations on which a small wireless facility is proposed for collocation as set forth in Section 4. Paragraph H. Height Limitations of Chapter 41.2 Small Wireless Facilities of the City Code of the City of Decatur. The Board, in granting the variance, will base its decision upon the City of Decatur Comprehensive Plan and will find that the variance will not create a safety hazard or exacerbate an existing safety hazard; and that the variance if approved will cause no detriment to the overall health, safety, or welfare of the City as a whole or to any neighboring property.

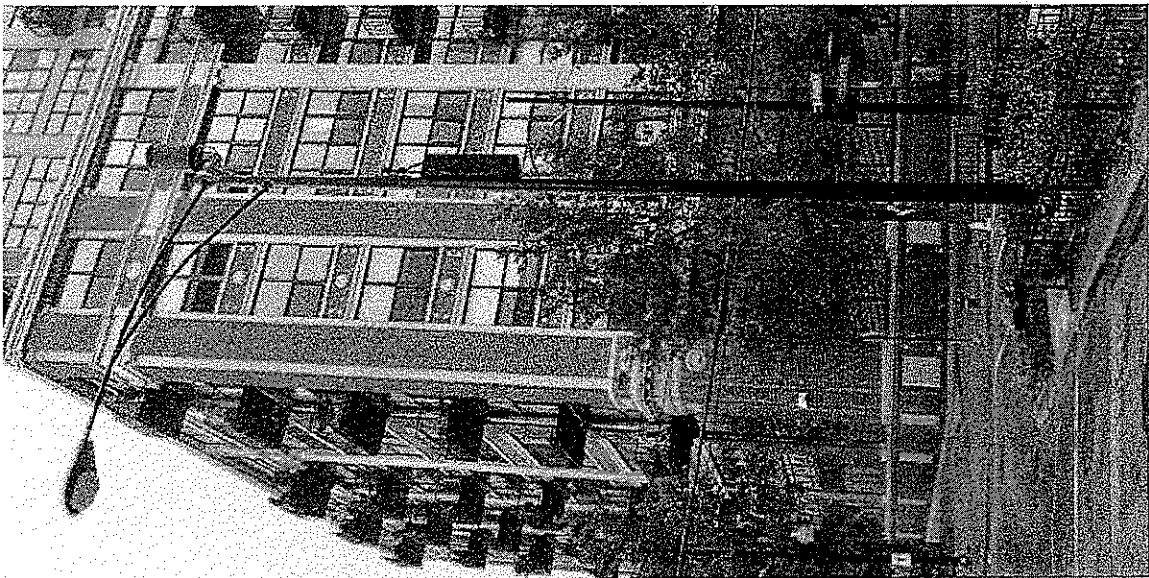
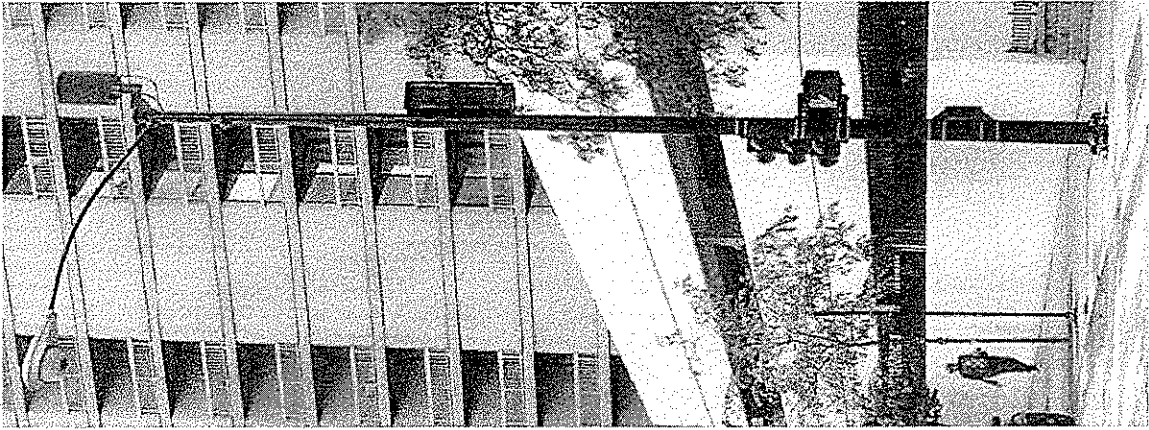


### Typical Small Cell Design – Street Light





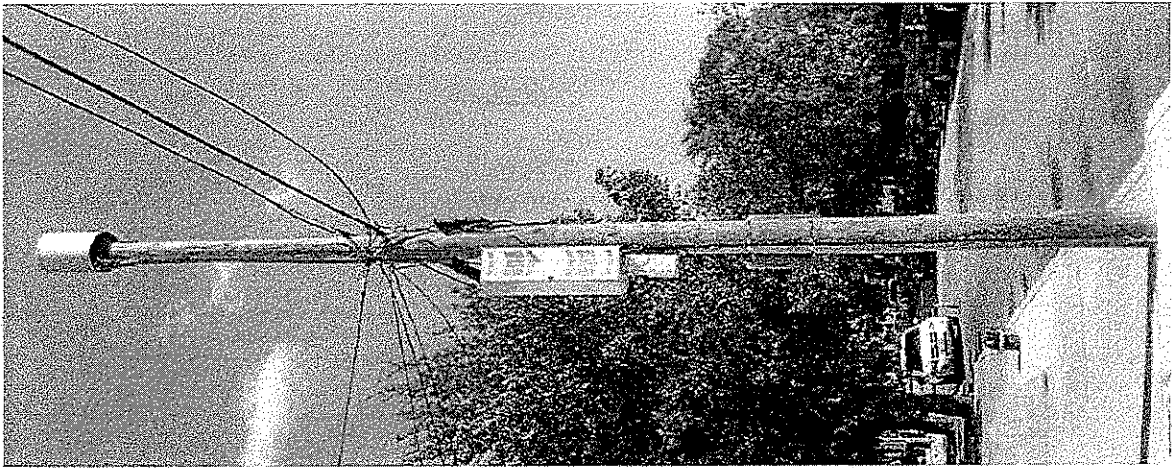
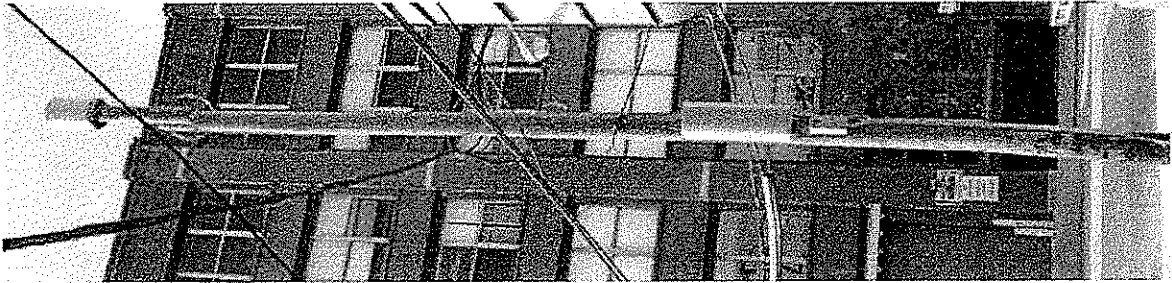
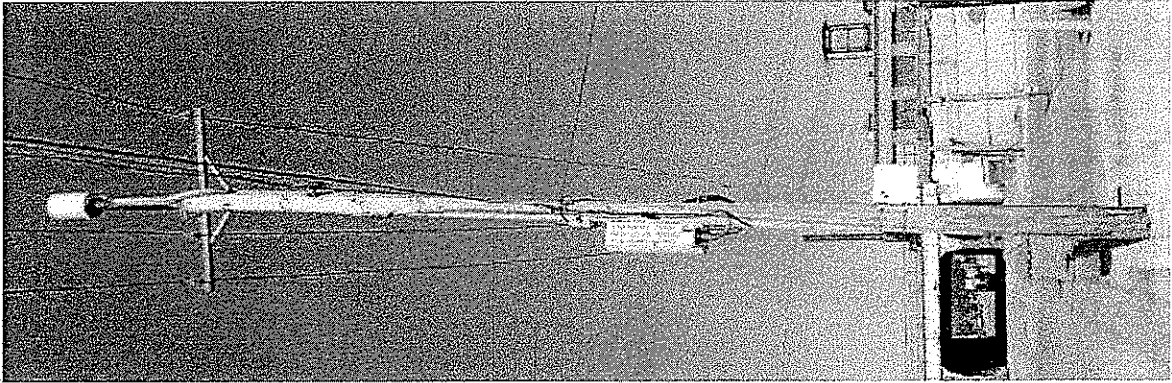
## Street Light Examples



AT&T – Small Cell Examples



## Utility Pole Examples

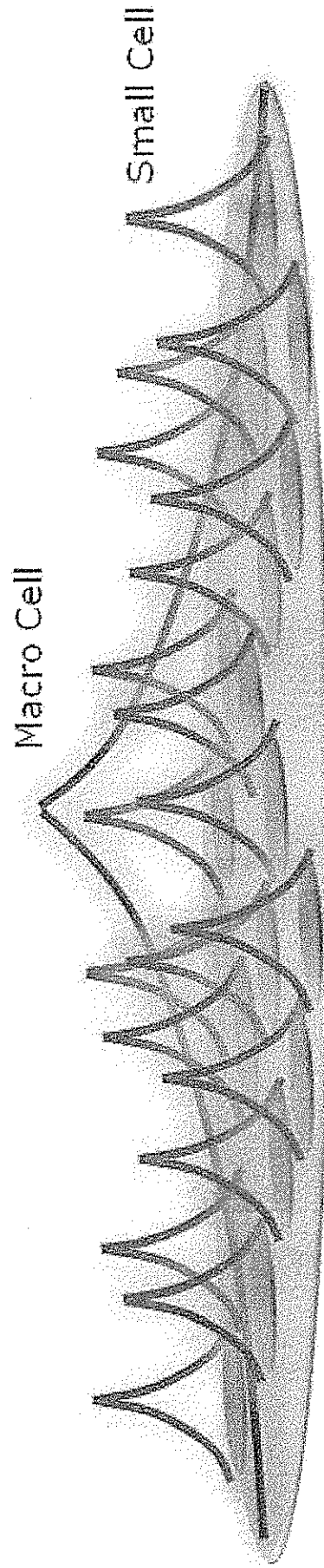


AT&T – Small Cell Examples



## Small Cells Deployment

- Small Cells supplement the Macro Network
- Assist in providing service to Hot Spots where people congregate; shopping areas, medical facilities, sport venues, parks; etc.
- Improve service where signal is shadowed from structures.
- May increase speeds by having the antenna closer to the user handset.
- May defer macro expansions.



**Excerpts from Plan Commission Meeting of August 2, 2018:**

**Case No. 18-34      Petition of RAYMOND LAI, DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT of the City of Decatur, for proposed amendments to the City of Decatur Zoning Ordinance (Ord. #3512, as amended) regarding small wireless facilities, including but not be limited to Section II Definitions, Section XXVII Wireless Facilities, and Section XXX Zoning Board of Appeals.**

It was moved and seconded (Myatt/Peoples) to forward Case No. 18-34 to the City Council with a recommendation for approval as set forth in the staff report.

Mr. Ray Lai discussed and presented slides (available for viewing upon request) along with the recommendation of staff:

The Illinois General Assembly has recently enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (Act), which became effective on June 1, 2018. The Act restricts the regulatory authority of Illinois municipalities over small wireless facilities, commonly known as “small cells”. Municipalities throughout Illinois were provided two months from the effective date of June 1, 2018, to either adopt fees through an ordinance or provide a fee schedule, pursuant to the Act. Accordingly, on July 16, 2018, the City Council of Decatur considered and approved an amendment of the City Code by adding a new Chapter 41.2 titled Small Wireless Facilities via Ordinance 2018-29.

Public right-of-way is viewed as a very convenient location for these small cell wireless facilities.

Per Ordinance 2018-29, small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in provisions regarding height exceptions or variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

Thus, in keeping with the Act and Ordinance 2018-29, corresponding and related amendments to the City of Decatur Zoning Ordinance are warranted.

In keeping with the Act and Ordinance 2018-29, corresponding amendments are considered necessary and appropriate to certain sections of the Zoning Ordinance including “Definitions” section (Section II), “Wireless Facilities” section (Section XXVII), and the Zoning Board of Appeals in the “Zoning Board of Appeals” section (Section XXX).

Current zoning regulations for all wireless communication facilities including small wireless facilities still apply, except those small wireless facilities collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use. These exempted small wireless facilities are subject to provisions contained in Ordinance 2018-29 (Chapter 41.2 Small Wireless Facilities of the City Code of the City of Decatur).

Staff recommends approval of the amendments contained in the staff report. A copy of the proposed amendments is attached.

Mr. Bruce Frantz asked if there was a fee schedule. Mr. Lai stated the fees are established by City Code 41.2 and an additional fee would be required if a variance was requested.

Mr. Frantz asked who is paying for the power to the wireless stations. Mr. John Robinson said the owner of the transmission facility would be required to pay for power.

Mr. Bill Clevenger asked if the wireless stations were installed on Park District property would they be subject to City approval and City fees. Mr. Lai said that is correct. Mr. Robinson said the Park District would be treated as a property owner and would have to have an agreement with the company wishing to install the wireless station.

There were no objectors present.

Upon call of the roll, Commission members Bill Clevenger, Bruce Frantz, Jack, Myatt, Mike Peoples, Tom Brinkoetter and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.



## Fire Department

**DATE:** 8/22/2018

**MEMO:** 18-07

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

**FROM:** Billy Tyus, Interim City Manager  
Jeff Abbott, Fire Chief  
Gregg D. Zientara, City Treasurer & Director of Finance  
Rich Pruitt, Deputy Fire Chief

**SUBJECT:** Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz, Inc. for the Fire Station No. 5 Construction Project

### **SUMMARY RECOMMENDATION:**

It is recommended that City Council approve the attached Resolution authorizing and directing the Mayor and City Clerk to execute a contract between Christy-Foltz Inc. and the City of Decatur, Illinois at a bid ward of \$2,708,303.00 for the construction of Fire Station 5 at 330 W. Mound Road.

The Contractor intends to use the services of a minimum of two Minority Business Enterprises (MBE) for the project that will provide a minimum of 1.8% of the contracted work with a possibility for more. Both of the MBE companies are local companies. The contractor provided evidence of having made a good faith effort to meet the city's MBE goal as part of the bid, having originally made documented contacts with numerous MBE firms.

### **BACKGROUND:**

Resolution R2018-21 gave approval to engage Dewberry Architects to design and manage construction. City Council adopted City Council Ordinance 2018-16 on May 21, 2018 approving the issuance of a general obligation bond not to exceed \$8,000,000.00 to pay the cost of construction for three (3) fire stations.

The project scope includes replacing the current Fire Station 5 with a new fire station as presented to the City Council in the Council Meeting Study Session of April 18, 2016 and as published in the Decatur Fire Department Facility Assessment Report dated February 22, 2016.

**POTENTIAL OBJECTIONS:** There are no known objections to this resolution request.

**INPUT FROM OTHER SOURCES:** Jeff Abbott, Fire Chief; Gregg D. Zientara, City Treasurer & Director of Finance; Rich Pruitt, Deputy Fire Chief

**STAFF REFERENCE:** Jeff Abbott, Fire Chief and Rich Pruitt, Deputy Fire Chief

**ATTACHMENTS:**

| Description                                                                                                                              | Type              |
|------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Resolution Accepting the Bid and Authorizing the Execution of a Contract with Christy-Foltz Inc. for Fire Station 5 Construction Project | Resolution Letter |
| Letter of Recommendation from Dewberry Architects                                                                                        | Backup Material   |
| Standard Form of Agreement                                                                                                               | Backup Material   |
| Terms & Conditions                                                                                                                       | Backup Material   |
| Project Manual Table of Contents                                                                                                         | Backup Material   |
| Section 000115 List of Drawing Sheets                                                                                                    | Backup Material   |
| Section 00200 General Conditions                                                                                                         | Backup Material   |
| Secton 002114B Terms & Conditions                                                                                                        | Backup Material   |
| Minority Participation Goals                                                                                                             |                   |
| Section 007300 Supplementary Conditions                                                                                                  | Backup Material   |
| Section 007301 Terms & Conditions                                                                                                        |                   |
| Minority Participation Goals                                                                                                             | Backup Material   |

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING  
THE EXECUTION OF A CONTRACT WITH CHRISTY-FOLTZ INC. FOR  
FIRE STATION 5 CONSTRUCTION PROJECT**

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

Section 1. That the tabulation of the bids received for the Fire Station 5 construction project be, and they are hereby, received and placed on file.

Section 2. That the bid of Christy-Foltz Inc. be accepted, and a contract awarded accordingly, and that said contract between Christy-Foltz Inc. and the City of Decatur is for a total amount of \$2,708,303.00.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Christy-Foltz Inc. for a total amount of \$2,708,303.00 in substantially the same or similar form as attached.

PRESENTED AND ADOPTED THIS 4<sup>th</sup> day of September 2018.

\_\_\_\_\_  
Julie Moore Wolfe, Mayor

ATTEST:

\_\_\_\_\_  
Debbie Bright, City Clerk

August 14, 2018

City of Decatur.

Attn: Gregg Zientara, City Treasurer & Director of Finance  
1 Gary K Anderson Plaza – 2nd Floor  
Decatur, IL 62523

RE: Decatur Fire Department Fire Station No. 5/50101919

Dear Mr. Zientara,

After the City's review the Bid Proposals that were submitted on August 7, 2018 for the Decatur Fire Department Fire Station No. 5, we met with the apparent low bidder. Before providing my recommendation, I offer the following summary of the Bid submissions in order of low to highest.

**Christy-Foltz \$2,767,903:** Based on the City's review of the MBE documents, they successfully completed the required forms. Based on our meeting with Christy-Foltz, we feel comfortable with their knowledge of the project and that their understanding of the scope of work appears to be complete. Christy-Foltz appears to have experience consistent with this scope of work. Christy-Foltz also indicated that they have the manpower ready to get this project started.

**English Brothers \$2,860,000:** Based on the City's review of the MBE documents, they successfully completed the required forms.

Upon review of all the bids and a meeting with Christy-Foltz, it is our recommendation that City of Decatur accept the proposal of **\$2,767,903** from the lowest qualified bidder Christy-Foltz. Based on our understanding of available project funds and discussion with the Fire Department, we would also recommend that the City of Decatur accept alternate bids 3 and 4 for a project total of **\$2,708,303**.

|                                          |                    |
|------------------------------------------|--------------------|
| Base Bid:                                | \$2,767,903        |
| Alternate 3: Stainless Steel Countertops | \$3,400            |
| Alternate 4: Asphalt Roof Substitution   | <u>-\$63,000</u>   |
| Total:                                   | <b>\$2,708,303</b> |

Sincerely,



Dan Homann, CSI, CCS, LEED AP  
Project Construction Administration Architect

Cc.: Jeff Abbott, Fire Chief  
Richard Pruitt, Assistant Fire Chief  
Jonathan Tallman, Project Manager





# AIA® Document A101™ – 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 5th day of September in the year 2018  
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Decatur  
1 Gary K Anderson Plaza  
Decatur, Illinois 62523  
Telephone Number: 217-424 2702

and the Contractor:

(Name, legal status, address and other information)

Christy-Foltz, Inc..  
740 S. Main St.  
Decatur, IL 62521  
217-428-8601

for the following Project:

(Name, location and detailed description)

Decatur Fire Department Fire Station No. 5

Project consists of the construction of Fire Stations #5 per the "Bid Documents" drawings and specifications dated 7/10/18, Addendum 1 issued 07/18/18, Addendum 2 issued 07/31/18, and Addendum 3 issued 08/01/18.

The Architect:

(Name, legal status, address and other information)

Dewberry Architects Inc  
401 SW Water Street.  
Suite 700  
Peoria, Illinois 61602  
Telephone Number: 309.282.8000

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Init.



Portion of Work  
All Work

Substantial Completion Date  
March 22, 2019

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

None

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Seven Hundred and Eight Thousand Three Hundred and Three Dollars and Zero Cents (\$ 2,708,303.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate 3: Stainless Steel Countertops  
Alternate 4: Asphalt Roof Substitution

§ 4.3 Unit prices, if any:  
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price Per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

§ 4.4 Allowances included in the Contract Sum, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

| Item                                                                                                                                | Price    |
|-------------------------------------------------------------------------------------------------------------------------------------|----------|
| Allowance No. 1: Lump Sum Allowance as outlined in specification section 012100.                                                    | \$75,000 |
| Allowance No. 2: Lump Sum Allowance for Apparatus Bay Tectum Panels in accordance with specification section 012100.                | \$10,000 |
| Allowance No. 3: Lump Sum Allowance for New "No. 5" Apparatus Bay Dimensional Sign in accordance with specification section 012100. | \$3,000  |

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

None

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

Init.



## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

Init.

§ 8.3 The Owner's representative:  
(Name, address and other information)

Gregg D. Zientara, City Treasurer  
City of Decatur  
1 Gary K Anderson Plaza  
Decatur, Illinois 62523

§ 8.4 The Contractor's representative:  
(Name, address and other information)

Mitch Schinzler  
740 S. Main St.  
Decatur, IL 62521

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

| Document                                           | Title                                                                        | Date                           | Pages   |
|----------------------------------------------------|------------------------------------------------------------------------------|--------------------------------|---------|
| Section 007300<br>as amended by City of<br>Decatur | Supplementary<br>Conditions                                                  | July 10, 2018                  | 13      |
| Section 007301 &<br>007301A                        | City of Decatur Terms<br>& Conditions                                        | July 10, 2018<br>July 10, 2018 | 15<br>4 |
| Section 002114B                                    | City of Decatur Terms<br>& Conditions and<br>Minority Participation<br>Goals |                                |         |

§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit A: Project Manual Table of Contents

Init.

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

**§ 9.1.5 The Drawings:**

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Exhibit B: Section 000115 List of Drawing Sheets from the project manual

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

**§ 9.1.6 The Addenda, if any:**

| Number       | Date           | Pages |
|--------------|----------------|-------|
| Addendum 001 | July 18, 2018  | 12    |
| Addendum 002 | July 31, 2018  | 10    |
| Addendum 003 | August 1, 2018 | 3     |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

*(Paragraphs Deleted)*

*(Paragraphs Deleted)*

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

| Type of insurance or bond                | Limit of liability or bond amount (\$0.00) |
|------------------------------------------|--------------------------------------------|
| General Liability-Aggregate              | \$2,000,000                                |
| General Liability-Personal & Adv. Injury | \$1,000,000                                |
| General Liability-Each Occurrence        | \$1,000,000                                |
| Automobile Liability                     | \$1,000,000                                |

This Agreement entered into as of the day and year first written above.

OWNER(Signature)

Julie Moore Wolfe, Mayor  
*(Printed name and title)*

CONTRACTOR(Signature)

Mitch Schinzler, Christy-Foltz, Inc. Representative  
*(Printed name and title)*

Init.



# Additions and Deletions Report for AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:37:29 on 08/22/2018.

## PAGE 1

~~AGREEMENT~~ AGREEMENT made as of the 5th day of September in the year 2018

...

City of Decatur  
1 Gary K Anderson Plaza  
Decatur, Illinois 62523  
Telephone Number: 217-424 2702

...

Christy-Foltz, Inc..  
740 S. Main St.  
Decatur, IL 62521  
217-428-8601

...

Decatur Fire Department Fire Station No. 5

Project consists of the construction of Fire Stations #5 per the “Bid Documents” drawings and specifications dated 7/10/18, Addendum 1 issued 07/18/18, Addendum 2 issued 07/31/18, and Addendum 3 issued 08/01/18.

...

Dewberry Architects Inc  
401 SW Water Street.  
Suite 700  
Peoria, Illinois 61602  
Telephone Number: 309.282.8000

## PAGE 3



All Work

March 22, 2019

...

None

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$ Two Million Seven Hundred and Eight Thousand Three Hundred and Three Dollars and Zero Cents (\$ 2,708,303.00 )~~, subject to additions and deductions as provided in the Contract Documents.

...

Alternate 3: Stainless Steel Countertops

Alternate 4: Asphalt Roof Substitution

...

| <u>Item</u> | <u>Units and Limitations</u> | <u>Price Per Unit (\$0.00)</u> |
|-------------|------------------------------|--------------------------------|
|-------------|------------------------------|--------------------------------|

| <u>Item</u> | <u>Units and Limitations</u> | <u>Price Per Unit (\$0.00)</u> |
|-------------|------------------------------|--------------------------------|
|-------------|------------------------------|--------------------------------|

...

| <u>Item</u>                                                                                                                                | <u>Price</u>    |
|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <u>Allowance No. 1: Lump Sum Allowance as outlined in specification section 012100.</u>                                                    | <u>\$75,000</u> |
| <u>Allowance No. 2: Lump Sum Allowance for Apparatus Bay Tectum Panels in accordance with specification section 012100.</u>                | <u>\$10,000</u> |
| <u>Allowance No. 3: Lump Sum Allowance for New "No. 5" Apparatus Bay Dimensional Sign in accordance with specification section 012100.</u> | <u>\$3,000</u>  |

| <u>Item</u> | <u>Price</u> |
|-------------|--------------|
|-------------|--------------|

#### PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

...

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;

...

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);

...

None

PAGE 5

[ X ] Litigation in a court of competent jurisdiction

PAGE 6

Gregg D. Zientara, City Treasurer  
City of Decatur  
1 Gary K Anderson Plaza  
Decatur, Illinois 62523

...

Mitch Schinzler  
740 S. Main St.  
Decatur, IL 62521

...

| <u>Document</u>                                    | <u>Title</u>                                                                                                 | <u>Date</u>                                  | <u>Pages</u>          |
|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------------|
| Section 007300<br>as amended by City of<br>Decatur | <u>Supplementary</u><br><u>Conditions</u>                                                                    | <u>July 10, 2018</u>                         | <u>13</u>             |
| Section 007301 &<br>007301A                        | <u>City of Decatur Terms</u><br><u>&amp; Conditions</u>                                                      | <u>July 10, 2018</u><br><u>July 10, 2018</u> | <u>15</u><br><u>4</u> |
| Section 002114B                                    | <u>City of Decatur Terms</u><br><u>&amp; Conditions and</u><br><u>Minority Participation</u><br><u>Goals</u> |                                              |                       |

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

...

Exhibit A: Project Manual Table of Contents

PAGE 7

Exhibit B: Section 000115 List of Drawing Sheets from the project manual

...

| <u>Number</u>       | <u>Date</u>           | <u>Pages</u> |
|---------------------|-----------------------|--------------|
| <u>Addendum 001</u> | <u>July 18, 2018</u>  | <u>12</u>    |
| <u>Addendum 002</u> | <u>July 31, 2018</u>  | <u>10</u>    |
| <u>Addendum 003</u> | <u>August 1, 2018</u> | <u>3</u>     |

| <u>Number</u> | <u>Date</u> | <u>Pages</u> |
|---------------|-------------|--------------|
|---------------|-------------|--------------|

...

~~§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:~~

...

~~1 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:~~

...

~~2 Other documents, if any, listed below:~~

...

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201 2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

...

| <u>Type of insurance or bond</u>             | <u>Limit of liability or bond amount (\$0.00)</u> |
|----------------------------------------------|---------------------------------------------------|
| <u>General Liability-Aggregate</u>           | <u>\$2,000,000</u>                                |
| <u>General Liability-Personal &amp; Adv.</u> | <u>\$1,000,000</u>                                |
| <u>Injury</u>                                |                                                   |
| <u>General Liability-Each Occurrence</u>     | <u>\$1,000,000</u>                                |
| <u>Automobile Liability</u>                  | <u>\$1,000,000</u>                                |

| <u>Type of insurance or bond</u> | <u>Limit of liability or bond amount (\$0.00)</u> |
|----------------------------------|---------------------------------------------------|
|----------------------------------|---------------------------------------------------|



...

Julie Moore Wolfe, Mayor

Mitch Schinzler, Christy-Foltz, Inc. Representative

## ***Certification of Document's Authenticity***

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:37:29 on 08/22/2018 under Order No. 8065734178 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

## TERMS & CONDITIONS

### 001 GENERAL INFORMATION

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

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

For information concerning this bid please contact:

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

### 002 BID FORMS

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

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



003 BID IDENTIFICATION

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

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

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

004 BID SIGNATURE

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

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed.

006 F.O.B. POINT

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

007 DELIVERY

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

008 FREEDOM OF INFORMATION ACT

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

009 DURATION OF AGREEMENT

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

010 PROTECTION AGAINST PRICE INCREASE

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

011 QUANTITIES

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

012 VARIATIONS

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

013 BID CONTACT

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

014 QUALIFICATIONS OF BIDDER

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

015 WARRANTY

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

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

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

016 NON-COLLUSION

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

017 VENDOR DEFAULT

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

018 ADDENDA & CHANGES

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

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

019 BID OPENING

All formal bids are opened in public by the Purchasing Supervisor or designated representative, at the stated time, date, and place included in the Invitation to Bid. Bidders, interested reporters and the public are allowed and encouraged but not required to attend the formal bid opening. The bidder's name and amount of each bid are read aloud and recorded. No decisions relating to the award of the contract will be made at the opening.

020 LATE BIDS

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

021 CHANGES, ALTERATIONS & ERASURES

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

022 MISTAKES

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



023 BID ERRORS

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

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

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

024 TIE BIDS

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

025 BID TABULATION

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

026 POSTING OF TABULATION

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

027 MAINTAINING BID STATUS

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

028 BID EVALUATION

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

029 BID AWARD

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

030 REJECTION OF BIDS

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

031 NOTICE TO PROCEED

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

032 CONTRACT RENEWAL

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

033 AVAILABILITY OF FUNDS

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

034 TERMINATION OF CONTRACT

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

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

035 PACKING LIST

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

036 PAYMENT & INVOICES

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

037 PARTIAL PAYMENT

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

038 TAXES

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

039 PUBLIC RECORD

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

040 MATERIAL SAFETY DATA SHEETS (MSDS)

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

041 FAIR EMPLOYMENT PRACTICES

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



046 BID BONDS/DEPOSITS

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

047 PERFORMANCE BOND

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

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

048 CERTIFICATE OF INSURANCE

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

WORKERS COMPENSATION and EMPLOYERS LIABILITY:

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

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

COMMERCIAL GENERAL LIABILITY

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

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

COMMERCIAL AUTOMOBILE LIABILITY:

|                                                           |             |
|-----------------------------------------------------------|-------------|
| Bodily Injury & Property Damage,<br>Combined Single Limit | \$1,000,000 |
|-----------------------------------------------------------|-------------|

The policy shall cover owned, nonowned, and hired vehicles.

CERTIFICATE:

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

NOTICE:

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

049 HOLD HARMLESS CLAUSE

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

049 HOLD HARMLESS CLAUSE

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



050 PREVAILING WAGE RATES

Public Act 96-0437:

This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

Dewberry Architects Inc.  
 Architecture/Interiors/Engineering/  
 Program Management  
 401 Southwest Water Street, Suite 701  
 Peoria, Illinois 61602-1585

PROJECT MANUAL FOR  
 BID SET  
 DECATUR FIRE DEPARTMENT  
 FIRE STATION 5

DATE: July 10, 2018  
 DEWBERRY JOB NUMBER 50101919

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Specifiers:

Dewberry Architects Inc.  
401 Southwest Water Street, Suite 701  
Peoria, Illinois 61602  
309.282.8000  
309.282.8001 (fax)

## SECTION 000115 - LIST OF DRAWING SHEETS

### 1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set dated July 10, 2018, as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

SHEET NO.    SHEET NAME

#### **GENERAL**

G-000 COVER  
G-001 INDEX  
G-002 BASEMENT AND FIRST LEVEL CODE PLANS

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L1.0 LANDSCAPE PLAN  
L2.0 DETAILS AND SPECIFICATIONS

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C-110 SITE DEMOLITION PLAN  
C-115 EROSION CONTROL AND SWPP PLAN  
C-120 SITE GRADING PLAN  
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S-110 STRUCTURAL FOUNDATION AND FRAMING PLANS  
S-120 ROOF FRAMING PLAN  
S-300 STRUCTURAL FOUNDATION DETAILS  
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A-111 BASEMENT AND FIRST LEVEL ANNOTATION AND DIM. PLANS  
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A-201 EXTERIOR ELEVATIONS  
A-301 BUILDING SECTIONS  
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- A-401 LARGE SCALE FLOOR PLANS AND ELEVATIONS
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#### **FIRE PROTECTION**

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- F-111 BASEMENT & FIRST FLOOR PLANS – FIRE PROTECTION

#### **PLUMBING**

- P-001 PLUMBING SYMBOLS, ABBREVIATIONS & NOTES
- P-100 UNDER FLOOR PLAN – PLUMBING
- P-101 BASEMENT PLAN – PLUMBING
- P-111 FIRST FLOOR PLAN – PLUMBING
- P-300 PLUMBING DETAILS
- P-400 PLUMBING RISER DIAGRAMS
- P-401 PLUMBING RISER DIAGRAMS
- P-500 PLUMBING SCHEDULES

#### **MECHANICAL**

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- M-101 BASEMENT PLANS - MECHANICAL
- M-111 FIRST FLOOR PLANS – MECHANICAL
- M-300 MECHANICAL DETAILS
- M-400 MECHANICAL SECTIONS, ISOMETRICS AND ENLARGED PLAN
- M-500 MECHANICAL SCHEDULES

#### **ELECTRICAL**

- E-001 ELECTRICAL SYMBOLS, ABBREVIATIONS & NOTES
- E-010 SITE PLAN - ELECTRICAL
- E-110 FLOOR PLANS – LIGHTING
- E-111 FLOOR PLANS – POWER
- E-112 FLOOR PLANS – SPECIAL SYSTEMS
- E-301 ELECTRICAL DETAILS
- E-302 ELECTRICAL DETAILS
- E-303 ELECTRICAL DETAILS
- E-501 LIGHTING SCHEDULE
- E-601 POWER SCHEDULES
- E-701 PANELBOARD SCHEDULES

#### **TECHNOLOGY**

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- T-110 FLOOR PLANS – TECHNOLOGY
- T-201 ELEV. DETAILS – TECHNOLOGY
- T-601 BLOCK DIAGRAMS – TECHNOLOGY

END OF SECTION 000115

DECATUR FIRE DEPARTMENT  
FIRE STATION 5  
DECATUR, ILLINOIS

Bid Set  
July 10, 2018  
Dewberry Architects Inc. 50101919

SECTION 007200 - GENERAL CONDITIONS

PART 1 - GENERAL

1.1 General Conditions

- A. The General Conditions for this Project are the “General Conditions of the Contract for Construction,” American Institute of Architects Document A201, latest edition, including all supplements.

END OF SECTION 007200

SECTION 002114B – CITY OF DECATUR TERMS & CONDITIONS AND MINORITY PARTICIPATION GOALS:

A. CITY OF DECATUR TERMS & CONDITIONS:

I. Description of the Minority Participation Goals Program:

A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**

1. If subcontracting opportunities are available, **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises.
2. Minority workers should perform **18%** of the total hours worked.

B. Failure to submit a **Subcontractor Utilization Statement** or the **Minority Business Enterprise Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.

II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Subcontractor Utilization Statement** to be submitted with the bid documents.

III. Waiver:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:

1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise Participation Waiver Request**.

IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Subcontractor Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, minority

participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webinfo@eprismsoft.com or (309) 692-6400.

- VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

**CITY CODE**  
**CHAPTER 28, ARTICLE 10**  
**MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS**

**SECTION 10-1. POLICY:**

The City of Decatur encourages a diverse workforce for all public projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts. The objectives of the minority participation goals include:

- A. Ensuring non-discrimination in the award and administration of City public works contracts;
- B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works contracts;
- C. Helping to remove barriers to the participation of MBE and minority workers in City public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring the minority participation goals are narrowly tailored in accordance with applicable law;
- F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE and minority workers;

**SECTION 10-2. DEFINITIONS:**

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference “minority person” as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.

**SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS.**

- A. Contractors for City projects shall make a good faith effort to comply with the following minimum goals:
  - (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,



- (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals.
- C. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- D. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. Good faith means the contractor actively and aggressively sought participation by MBE or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor.
- E. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
- (i) Soliciting through all reasonable and available means the interest of MBE and minority workers;
  - (ii) Outreach and recruitment efforts of MBE and minority workers;
  - (iii) Packaging requirements, when feasible, into tasks or quantities that permit maximum participation from MBE and minority workers;
  - (iv) Providing interested MBE and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
  - (v) Negotiating in good faith with MBE and firms that employ minority workers;
  - (vi) Assisting interested MBE and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
  - (vii) Assisting interested MBE and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
  - (viii) Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBE and minority workers;
  - (ix) If an MBE or a firm that employs minority workers is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
  - (x) Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
  - (xi) All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- F. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

**SECTION 10-4. PROGRAM ADMINISTRATION:**

- A. The Public Works Director, or his designee, shall:
- (i) Administer and enforce the provisions of this Article;
  - (ii) Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

**SECTION 10-5. PENALTIES:**

- A. If a contractor fails to meet the City's minority participation goals and fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- (i) Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
  - (ii) Assess a fine or penalty not to exceed \$2,000 for each offense, and each day on which a violation occurs or continues shall be considered a separate offense;
  - (iii) Withhold the fine or penalty assessed from the unpaid portion of the contract;
  - (iv) Order that the contractor will not be considered a responsive responsible bidder for future City projects until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

**SECTION 10-6. APPEALS:**

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

**SECTION 10-7. WAIVER:**

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
- (i) Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
  - (ii) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
- (i) The project is essential for city operations;
  - (ii) Emergency circumstances require a waiver;
  - (iii) Evidence of a good faith effort by the contractor;
  - (iv) Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

**END OF  
INFORMATION FOR BIDDERS  
MINORITY PARTICIPATION GOALS  
FOR PUBLIC WORKS CONTRACTS**

END OF SECTION 002114B

SECTION 007300 - SUPPLEMENTARY CONDITIONS

A. ARTICLE 1 – GENERAL PROVISIONS:

- (1) Pursuant to Subparagraph 1.1.1, enumeration of Drawings, Specifications and Addenda is as follows:
  - A. ADDENDA: Contract will include such Addenda as may be issued during the bidding period and acknowledged in the Proposal Forms.
  - B. PROJECT MANUAL dated, July 10, 2018. Refer to “Table of Contents – Bidding Requirements and Contract Documents” bound hereinbefore.
  - C. DRAWINGS: See Document 000115.

B. ARTICLE 2 – OWNER:

- (1) Subparagraph 2.1.2 is deleted in its entirety.
- (2) Subparagraph 2.2.1 is deleted in its entirety.
- (3) Subparagraph 2.3.1 is amended by deleting the comma and the words “except to the extent required by Subparagraph 6.1.3” from line 5.

C. ARTICLE 3 – CONTRACTOR:

- (1) Paragraph 3.4 LABOR AND MATERIALS:

Add the following Subparagraphs 3.4.4., 3.4.5., and 3.4.6 to 3.4:

3.4.4. After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth below and in the General Requirements (Division 1 of the Specifications).

- .1 Required for compliance with subsequent interpretation of code requirements or insurance regulations.
- .2 Unavailability of specified products, through no fault of the Contractor.
- .3 Subsequent information discloses inability of specified products to perform properly or to fit in designated space.
- .4 Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required.
- .5 When it is clearly seen, in the judgment of the Architect, that a substitution would be substantially to the Owner’s best interest, in terms of cost, time or other consideration.

3.4.5. By making requests for substitutions based on Subparagraph 3.4.4 above, the Contractor:

- .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- .5 Will promptly reimburse the Architect/Engineer at A/E's standard hourly rates for review of substitution request, whether or not request is accepted.

3.4.6 Substitution requests shall be written, timely, and accompanied by adequate technical and cost data. Requests shall include a complete description of the proposed substitution, name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data or information necessary for a complete evaluation by the Architect.

- (2) Paragraph 3.6 TAXES. Add the following Subparagraph:

an Illinois municipality

3.6.2 The Owner being a ~~not-for-profit organization~~, it is believed that none of following taxes accrue from the performance of this Contract: Retailer's Occupation Tax, Service Occupation Tax, Use Tax, or Service Use Tax (either state, municipal or county) and Federal Retail Excise Tax. Costs for these taxes shall be excluded from the proposal at the time of bidding and from the Contract sum; provided, however, should it be determined that any of said taxes do accrue from the performance of this Contract then said taxes so accruing shall be adjusted according to the liability therefore as determined, and in accordance with Article 7.

- (3) Paragraph 3.7 PERMITS, FEES and NOTICES; replace Subparagraph 3.7.1 as follows:

The General Contractor shall include in his Bid the amount necessary for the overhead and labor costs necessary to obtain the building permit for the project. In addition, The General Contractor shall obtain other permits, as required, for all work, both permanent and temporary, installed by him or his subcontractors and shall obtain and deliver to the Owner a final certificate of inspection prior to the acceptance of the work by the Architect. The Owner shall reimburse the General Contractor for the actual amounts paid for building permit and utility connection fees. Inspection fees shall be the responsibility of the contractor and shall be included in the bid.



- (4) Add the following subparagraph 3.7.1.1:
- .1 Certificates of inspection and occupancy shall be delivered to Architect promptly upon receipt.
- (5) Paragraph 3.12 Shop Drawings, Product Data and Samples; add the following Subparagraphs 3.12.11 through 3.12.12:
- 3.12.11 The Contractor shall prepay all shipping costs and otherwise be responsible for the transporting of all shop drawings and samples to the place for review by the Architect.
- 3.12.12 Before submitting Subcontractor's shop drawings to the Architect, the Contractor shall carefully check such shop drawings and supply field dimensions and any other information requested by the subcontractor. Any marks made by the Contractor or Subcontractor shall be initialed by the party providing said information. The Contractor shall check his Subcontractor's shop drawings for compliance with the Drawings, Specifications, Addenda, Change Orders, and Architect's Supplemental Instructions for coordination with other work and field conditions.
- (6) Paragraph 3.18 INDEMNIFICATION.
- Delete Subparagraphs in their entirety and replace with the following Subparagraphs 3.18.1 through Paragraph 3.18.5:
- 3.18.1 To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of any Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.
- 3.18.1.1 The foregoing Subparagraph shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, Architect, Architect's consultants, and agents and employees of any of them under the applicable state laws, or similar laws of other governmental bodies having jurisdiction; and further, against claims and judgments arising from violations of public ordinances and requirements of governing authorities due to the Contractor's or Subcontractor's method of execution of the work.
- 3.18.2 In any and all claims against the Owner or Architect or any of their agents or employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall

not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus cost of travel, long distance telephone and reproduction of documents.

3.18.4 To prevent this provision from being void under applicable law, this indemnity agreement shall not require the Contractor to indemnify the Owner, Architect, their consultants, agents or employees against their own negligence.

3.18.5 None of the foregoing provisions of Paragraph 3.18 shall deprive the Owner or the Architect of any action, right or remedy otherwise available to them, or either of them, under State or Federal laws, local ordinances, or any applicable rules, laws, and regulations.

- (7) Add the following Paragraph 3.19.

#### 3.19 STATUTORY AND REGULATORY COMPLIANCE

3.19 – In addition to all other requirements set forth in the Contract Documents which require compliance by the Contractor with specific statutes, ordinances, rules or regulations, the Contractor's services will be performed pursuant to, and in strict conformity with, all applicable federal, state and local statutes, ordinances, rules, regulations and guidelines ("Governmental Requirements") in force and effect at the time such services are performed, including, without limitation, all such Governmental Requirements relating to hazardous materials matters, and in accordance with such requirements as may, from time to time, be reasonable directed by the Architect.

#### D. ARTICLE 4 ADMINISTRATION OF THE CONTRACT:

- (1) Subparagraph 4.1.3 is amended by deleting the words "against whom the Contractor makes no reasonable objection and" from lines 1 and 2 thereof.

E. ARTICLE 5 – SUBCONTRACTORS:

(1) Paragraph 5.1 DEFINITIONS;

Add the following Subparagraph 5.1.1.1.

5.1.1.1 The subcontractor may be identified throughout the Contract Documents where such identification is desirable for clarity, as painting subcontractor, Installer, Painting Contractor, and the like. In the latter example, the term Contractor shall be construed to mean subcontractor.

F. ARTICLE 7 – CHANGES IN THE WORK:

(1) Paragraph 7.2.2, change the subparagraph reference at the end of the sentence to read “....Subparagraph 7.3.10 and 7.3.11.”

(2) Paragraph 7.3, CONSTRUCTION CHANGE DIRECTIVES. Delete Sub-Subparagraphs 7.3.6.4 and 7.3.6.5 in their entirety.

(3) Add the following Subparagraphs 7.3.10. and 7.3.11.

7.3.10 In Subparagraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- .1 For the General Contractor [Prime Contractor] for Work performed by the Contractor’s own forces, no more than 15 percent of the cost.
- .2 For the General Contractor, for Work performed by the Contractor’s subcontractor [assigned Prime Contractor], no more than 10 percent of the amount due the subcontractor.
- .3 For each subcontractor, sub-subcontractor, or supplier, involved for Work performed by that subcontractor’s or suppliers own forces, no more than 15 percent of the cost.
- .4 For each subcontractor, for Work performed by the subcontractor’s subcontractor’s, no more than 10 percent of the amount due the sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.6. In no case shall the overhead and profit exceed 25% of the sum of the actual labor and material costs of the added Work.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontractors. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontract, they shall be itemized. In no case will a charge involving over \$500.00 be approved without such itemization.

- .7 For deleted work the credit shall be the net cost of the work deleted. No adjustment to overhead and profit shall be made.

7.3.11. The overhead and profit charges referred to in the preceding Paragraphs (7.3.3.3, 7.3.6, and 7.3.10 above) shall constitute full reimbursement for all costs of supervision, engineering, field and main office expense, premiums on insurance and bonds, small tools, incidental job burdens, etc.

G. ARTICLE 9 PAYMENTS AND COMPLETION:

- (1) Paragraph 9.3 APPLICATIONS FOR PAYMENT add the following Subparagraphs 9.3.2.1 and 9.3.2.2:

9.3.2.1 The Owner in making payment for materials stored off site will pay the cost of the material and equipment stored plus Contractors' overhead and profit for material only.

9.3.2.2 When materials and equipment are stored off site, at a location in excess of 20 miles from the building site, and when the Owner authorizes or requires the Architect to inspect said materials and equipment, the Contractor shall pay all costs for wages, transportation, lodging, meals and miscellaneous expenses incurred by the Architect relative to said inspection.

- (2) Add Paragraphs 9.3.4, 9.3.5, 9.3.6 and 9.3.7 which shall apply and take precedent:

9.3.4 Requests for payments shall be made on Application and Certificate for Payment, AIA Document G702 forms, accompanied by partial Waiver of Lien in the net amount of the pay request. The Architect will furnish samples of the Certificate Forms.

9.3.5 Requests for Payment shall also be accompanied by Waivers of Lien from each subcontractor and supplier covering the amounts paid by the Owner to the Contractor on their behalf the previous month. Waivers of Lien shall be notarized.

9.3.5.1 Prior to final payment, and with the final Certificate of Payment (as prepared by the Architect), the Contractor shall provide all final Waivers of Lien as follows: The Contractor's final waiver in the full amount of his contract plus any adjustments made by change orders, etc., and final Waivers of Lien from Subcontractors and Suppliers in the full amount of their subcontracts plus any Adjustment, Bonds, Guarantees, etc., as required by the Specifications. Final Waivers of Lien shall be notarized.

9.3.6 Promptly after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the Architect for approval the following:

- .1 List of subcontractors and suppliers on AIA Form G-805.
- .2 Contractors schedule of values (CSV) as it will appear on Certificate for Payment (AIA Documents G702 and 703), itemizing line items for General Conditions, Overhead and Profit, Bonds and Insurance, and Division of Work, separating Material and Labor. When, for any reason, the Contractor desires to change the



approved contractor's schedule of values amounts as submitted above, he must resubmit revised CSV to the Architect, and receive approval prior to submitting a subsequent pay request.

- .3 Preliminary Progress Schedule indicating commencement dates and durations for the various phases of the Work along with a schedule for submission of submittals.
- .4 Estimates of Payout Schedule indicating "Net" amount which will be anticipated on each monthly request for payment for the duration of construction.

9.3.7 Payments will be made in accordance with the following procedures.

- .1 Rough drafts of the Request for Payment shall be provided by the Contractor to the Architect seven (7) days prior to the Monthly Progress, Coordination, and Pay Meetings. The rough drafts will be approved by the Architect and the Owner at the Monthly Pay Meetings.
- .2 Certificates for Payment (typed copies) along with accompanying documents certifying to the work performed during the preceding month shall be submitted to the Architect's office within seven (7) days after the Monthly Pay Meeting date. The Architect will check the Certificates, and if in proper form and just, will transmit the Certificates for payment to the Owner with a recommendation for Payment which shall be issued to the Contractor within 21 days from date of the Monthly Pay Meeting.

(3) Paragraph 9.6 PROGRESS PAYMENTS: Add the following Sub-subparagraph 9.6.1:

9.6.1.1 In making progress payments, the Owner will pay 90 percent of the total earned, until the project is at "Final Completion", at which time the Owner will pay 100 percent of the amount earned. Prior to the final payment, the Contractor(s) shall provide all Waivers of Lien, Bonds, Guarantees, etc., as required by the Specifications.

(4) Add the following Subparagraph 9.6.8:

9.6.8 CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE: The following is the procedure to obtain reduction of retainage:

- .1 The Contractor must initiate a written request to the Architect stating his intention to request reduction of retainage.
- .2 The Contractor shall fill out and send to the Architect AIA Document G707A.
- .3 Retainage will be reduced on the basis of the following:

Provided the work is on schedule and the Contractor's performance, in the judgment of the Architect, is exemplary.

The Surety has agreed to the reduction in retainage as indicated on Form G707A above.

- .4 Reduction of retainage shall be subject to agreement by both the Architect and the Owner.
- (5) Subparagraph 9.7.1 is amended by deleting the words “or awarded by arbitration” from line 6 and adding the following words and punctuation after the comma following the word “may” in line 7:
- unless non-issuance of the Certificate for Payment or nonpayment relates to an unresolved dispute concerning Contractor’s performance of the Work,
- (6) Paragraph 9.8 SUBSTANTIAL COMPLETION: Add the following to Subparagraph
- 9.8.1.1 A “Certificate of Substantial Completion:, AIA Document G704”, will be issued to the Contractor upon satisfactory completion of the preliminary Punch List items in accordance with the provisions states thereon.
- (7) Add the following Subparagraph 9.8.6:
- 9.8.4 If the Architect determines, in response to the foregoing Subparagraphs 9.8.1 and 9.8.2, 9.8.3, 9.8.4, and 9.8.5 that the Work is not sufficiently completed or corrected to justify said inspection, he may decline to make said inspections until the Work has been more fully completed or corrected.

H. ARTICLE 11 INSURANCE AND BONDS:

- (1) Delete Article 11 in its entirety, replace with the following:

11.1 CONTRACTOR’S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, and for which the Contractor may be liable, whether such operations be by the Contractor or by a Sub-contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers’ or workmen's compensation, disability benefit, and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor’s employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor’s employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by other person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of any motor vehicle; and

- .7 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents, or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Notwithstanding the above, the insurance required by paragraph 11.1 shall be on an occurrence basis.

11.1.2.1 Such insurance shall be written to include the following coverages and for not less than the minimum limits indicated on the sample Certificate of Insurance included in these specifications or greater if required by law:

- .1 Worker's compensation, Occupational Disease and Employer's Liability Insurance:
- A. State: (in which this contract is performed) – Statutory limits.
  - B. Applicable Federal (if any) – Statutory limits.
  - C. Employer's Liability: Bodily Injury by Accident; Bodily Injury by Disease each employee; Bodily Injury by Disease policy limit.
- .2 Commercial General Liability Insurance including as minimum coverages:
- Premises – Operations Liability – Independent Contractor's Protective Liability
  - Products and completed Operations Liability –
- Broad Form Property Damage Endorsement – Blanket Contractual – Personal Injury, with Employment Exclusion deleted.
- A. Special Requirements:
- a. Property Damage Liability Insurance will provide "X, C, and U" (Explosion, collapse and underground hazard) coverage as applicable.
  - b. Products and completed Operations to be maintained for one (1) year after final payment. Damage to material, product or item of equipment itself shall be covered by an Installation Floater on a legal liability basis or by an extension of the manufacturer's warranty.
  - c. The term "caused by accident" if used in bodily injury coverage shall be replaced by the term "occurrence".
  - d. The term "caused by accident" if used in property damage coverage shall be replaced by the term "occurrence".
  - e. The Owner and the Architect shall be named as "additional insureds" on the commercial general liability policy of the General Contractor and/or Subcontractor of any tier.

- B. Limits of Liability: As indicated on sample Accord 25-S Certificate of Insurance.
- .3 Automobile Liability Insurance:
  - A. Special requirements:
    - a. all owned, hired, and non-owned vehicles including the loading or unloading thereof.
    - b. The term “caused by accident” if used in bodily injury coverage shall be replaced by the term “occurrence”.
  - B. Limits of Liability: As indicated on sample Accord 25-S Certificate of Insurance.
- .4 Umbrella/Excess Liability Insurance:
- .5 In addition to the insurance coverages set forth in the Contract Documents, the Contractor shall maintain an umbrella/excess liability policy with coverages for the same hazards as covered under the primary policies, including any special requirements.

Paragraph 11.5.1 conditions apply.

11.1.3 Certificates of Insurance for the above coverages shall be submitted to the Architect for transmittal to the Owner for his approval prior to the start of construction. The Contractor shall certify to the Owner that he has obtained or will obtain similar certificates of insurance from each of his Subcontractors before their work commences. Each Subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor unless the Contractor and Owner agree that a reduced coverage is adequate. Each Subcontractor’s insurance shall cover the Owner, Architect, their agents, and employees. The Contractor shall submit a statement with each monthly affidavit stating that he has obtained certificates of insurance, or other satisfactory evidence, that all required insurance is in force for each of the Subcontractors listed on his affidavit. If the “additional insured’s” have other insurance which is applicable to the loss, it shall be on an excess or contingent basis. The amount of the company’s liability under this policy shall not be reduced by the existence of such other insurance. Contractors certificates shall be in duplicate on Acord 25-S Certificate of Insurance Form.

11.1.3.1 Certificate of insurance shall contain a statement therein or a rider attached thereto incorporating the indemnity clause stated in Paragraph 3.18 (Indemnification) and Subparagraphs 3.18.1, 3.18.1.1, 3.18.2, 3.18.3, 3.18.4, and 3.18.5 of the General Conditions, and including the changes and addition made in those subparagraphs within these Supplemental General Conditions.

11.1.3.2 These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner and Architect. If any of the foregoing insurance coverages are required to



remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

The obligations of the Contractor under the provisions of this article shall not extend to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agent or employees to the extent that such giving or failure to give is the cause of the injury or damage.

11.1.3.3 These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that names the Architect and their consultants as additional insureds on a primary and non-contributory basis.

#### 11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's Liability Insurance unless specifically required by the Contract Documents.

#### 11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 The Owner shall require the Contractor to furnish bonds covering faithful performance of the contractor and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

11.4.3 The Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 100 percent of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents and the Labor and Material Payment Bond shall be in an amount equal to 100 percent of the full amount of the Contract Sum as Security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on AIA Document A-312, issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner and shall name the Owner as a primary co-obligee.

## 11.5 MISCELLANEOUS REQUIREMENTS

11.5.1 All insurance coverage shall be provided by insurance companies having policy holder ratings no lower than “A” and financial ratings not lower than “XII” in the Best’s Insurance Guide, latest edition in effect as of the date of the Contract.

11.5.2 The Contractor is responsible for determining that Subcontractors are adequately insured against claims arising out of or relating to the Work. Each Subcontractor shall pay the premium cost and charges for such insurance.

11.5.3 The limits of liability as stated, may be arrived at using a Split-Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than stated in the requirements.

### I. ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

- (1) Paragraph 12.1 UNCOVERING OF WORK: Modify the first sentence of Subparagraph 1.1 to read:

“12.1.1 If a portion of the Work is covered contrary to the request of the Architect or any authorized testing agency employed by the Owner, it must ... remain unaltered ... .”

### J. ARTICLE 13 MISCELLANEOUS PROVISIONS

- (1) Add the following Paragraph 13.8 to Article 13:

#### 13.8 EQUAL OPPORTUNITY:

13.8.1 The Contractor shall maintain policies of employment as follows:

13.8.1.1.1 The Contractor and the Contractor’s Subcontractors shall not discriminate against any employee or applicant for employment because of religion, color, sex or national origin.

The Contractor shall take action to insure that applicants are employed, and that are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

13.8.1.2 The Contractor and the Contractor’s Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

- (2) Add the following Paragraph 13.9 to Article 13:

13.9 ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES BY THE ARCHITECT

13.9.1 The Contractor shall be obligated to reimburse the Owner for reasonable costs for the following additional professional services for which the Owner will reimburse the Architect. Reimbursement shall be on an hourly basis at the Architect's standard rates, plus reasonable reimbursable expenses billed at a rate of 1.1 times the actual cost to the Architect. A deductive change order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner.

13.9.1.1 More than two reviews of the same submittal.

13.9.1.2 Responding to a "Request for Information" (RFI) for which the answer is readily obtainable in the Contract Documents.

13.9.1.3 Preparation and follow up reviews of multiple "Punch Lists" for the same items of work.

13.9.1.4 Construction administration services that extend more than 60days past the contract date of Substantial Completion. These services include, but are not limited to, all work associated with the following: attending pay/progress meetings, on-site observation, and processing the Application and Certification for Payment.

13.9.2 The Architect will endeavor to notify the Owner and the Contractor prior to performing any work that will result in the aforementioned additional services; and to review any proposed modifications to the contract. Contract modification shall not be contingent, however, upon issuance of any such notice or prior review.

\*\*\*\*\*

END OF SECTION 007300

SECTION 007301 – CITY OF DECATUR TERMS & CONDITIONS AND MINORITY PARTICIPATION GOALS:

A. CITY OF DECATUR TERMS & CONDITIONS:

The following City of Decatur Terms & Conditions requirements apply to this project with the following edits:

1. Paragraph 006 is deleted in its entirety.
2. Paragraph 009 is deleted in its entirety.
3. Paragraph 011 is deleted in its entirety.
4. Paragraph 031 is deleted in its entirety.
5. Paragraph 032 is deleted in its entirety.
6. Paragraph 035 is deleted in its entirety.
7. Paragraph 036 is deleted in its entirety.
8. Paragraph 037 is deleted in its entirety.

B. MINORITY PARTICIPATION GOALS:

The following City of Decatur Minority Participation Goals for Public Works Contracts requirements apply to this project.

END OF SECTION 007301

## Economic & Community Development

**DATE:** 9/4/2018

**MEMO:** No. 18-19

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

**FROM:** Billy Tyus, Interim City Manager  
Raymond Lai, AICP, Economic and Community Development Director  
Joselyn A. Stewart, Transportation Planner

**SUBJECT:** Conditional Use Permit in the B-2 Commercial District to allow for an ambulance service at 417, 447, 453, and 461 West Wood Street

**SUMMARY RECOMMENDATION:**

Staff recommends approval of the Conditional Use Permit.

The City Plan Commission voted 6-0 to recommend approval of this petition at the August 2, 2018 meeting; the relevant minutes of the meeting are attached.

**BACKGROUND:**

On March 6, 2008, the Plan Commission voted to recommend approval of the petition (Calendar No. PC 08-03) to allow a Conditional Use Permit (CUP) in the B-2 District for an ambulance service. It was approved by City Council on March 17<sup>th</sup>, 2008.

The Conditional Use Permit was granted to Mike Burkham of Professional Management and Leasing for Decatur Ambulance Service (DAS); however, the permit is not transferable.

The current petitioner has recently acquired the assets of DAS and intends to continue providing ambulance service to the community using the same personnel, equipment, locations, etc. as was provided by DAS with the new ownership, a new CUP would be needed.

The subject petition is for a Conditional Use Permit to allow for continued operation of an ambulance service, but under the new ownership. No changes to the existing building and parking layout are proposed.

**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 at 424-2782 or at [jstewart@decaturil.gov](mailto:jstewart@decaturil.gov).

**BUDGET/TIME IMPLICATIONS:** None

**ATTACHMENTS:**

| Description              | Type            |
|--------------------------|-----------------|
| Ordinance                | Ordinance       |
| Supporting Documentation | Backup Material |

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE GRANTING CONDITIONAL USE PERMIT  
TO ALLOW FOR AN AMBULANCE SERVICE  
- 417, 447, 453, AND 461 WEST WOOD STREET -**

WHEREAS, on the 2<sup>nd</sup> day of August, 2018, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of the St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation, and St. Mary's Hospital, Decatur of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation for a Conditional Use Permit under the provisions of Section XXII.A.2 of the Zoning Ordinance to allow for an ambulance service in the B-2 Commercial District on property located in the City of Decatur, Illinois and legally described as follows:

The South 40 feet of Lot One (1); all of Lots Two (2), Three (3) and Four (4); and the East Half of Lot Five (5); all in Block Two (2) of South Western Addition to Decatur, as per Plat recorded in Book N, Page 440 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Permanent Index Numbers: 04-12-15-402-006, 04-12-15-402-004, 04-12-15-402-003, and 04-12-15-402-002

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 and report 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, said herein that a Conditional Use Permit be, and it is hereby, granted to St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation as the petitioner, and only to St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation to allow for an ambulance service in the B-2 Commercial District.

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 4<sup>th</sup> day of September, 2018.

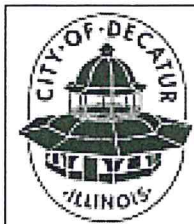
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JULIE MOORE WOLFE, MAYOR

ATTEST:

---

CITY CLERK



# City of Decatur, Illinois

## PETITION FOR REZONING

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

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

### Please Type

#### SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

|                       |                                                   |              |              |               |                        |
|-----------------------|---------------------------------------------------|--------------|--------------|---------------|------------------------|
| <b>Petitioner</b>     | See attached                                      |              |              |               |                        |
| <b>Address</b>        | 1215 Franciscan Drive                             |              |              |               |                        |
| <b>City</b>           | Litchfield                                        | <b>State</b> | Illinois     | <b>Zip</b>    | 62056                  |
| <b>Telephone</b>      | 217-324-2191                                      | <b>Fax</b>   |              | <b>E-mail</b> |                        |
| <b>Property Owner</b> | See attached                                      |              |              |               |                        |
| <b>Address</b>        | 1215 Franciscan Drive                             |              |              |               |                        |
| <b>City</b>           | Litchfield                                        | <b>State</b> | Illinois     | <b>Zip</b>    | 62056                  |
| <b>Telephone</b>      | 217-324-2191                                      | <b>Fax</b>   |              | <b>E-mail</b> |                        |
| <b>Representative</b> | Shane M. Mendenhall (Bolen Robinson & Ellis, LLP) |              |              |               |                        |
| <b>Address</b>        | 202 S Franklin St, Fl 2                           |              |              |               |                        |
| <b>City</b>           | Decatur                                           | <b>State</b> | Illinois     | <b>Zip</b>    | 62523                  |
| <b>Telephone</b>      | 217-429-4296                                      | <b>Fax</b>   | 217-329-0034 | <b>E-mail</b> | smendenhall@brelaw.com |

#### SECTION TWO: SITE INFORMATION

|                                                  |                                                                                                                                                                                                                                                                                     |                                         |                              |                                |                              |                                                                                                                                                  |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------|--------------------------------|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Street Address</b>                            | 417, 447, 453 and 461 W Wood Street, Decatur, Illinois 62522                                                                                                                                                                                                                        |                                         |                              |                                |                              |                                                                                                                                                  |
| <b>Legal Description</b>                         | The South 40 feet of Lot 1; all of Lots 2, 3 and 4; and the East Half of Lot 5; all in Block 2 of South Western Addition to Decatur, as per Plat recorded in Book N Page 440 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois. |                                         |                              |                                |                              |                                                                                                                                                  |
| <b>Present Zoning</b>                            | <input type="checkbox"/> R-1                                                                                                                                                                                                                                                        | <input type="checkbox"/> R-2            | <input type="checkbox"/> R-3 | <input type="checkbox"/> R-5   | <input type="checkbox"/> R-6 | Is this property a Planned Unit Development?<br><input type="checkbox"/> YES      Approval Date: _____<br><input checked="" type="checkbox"/> NO |
|                                                  | <input type="checkbox"/> B-1                                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/> B-2 | <input type="checkbox"/> B-3 | <input type="checkbox"/> B-4   | <input type="checkbox"/> O-1 |                                                                                                                                                  |
|                                                  | <input type="checkbox"/> M-1                                                                                                                                                                                                                                                        | <input type="checkbox"/> M-2            | <input type="checkbox"/> M-3 | <input type="checkbox"/> PMR-1 |                              |                                                                                                                                                  |
| <b>Please list all improvements on the site:</b> |                                                                                                                                                                                                                                                                                     |                                         |                              |                                |                              | Buildings for Ambulance service.                                                                                                                 |
| <b>Size of Tract</b>                             | <5 acres <input type="checkbox"/> SF <input type="checkbox"/> AC                                                                                                                                                                                                                    |                                         |                              |                                |                              |                                                                                                                                                  |

#### SECTION THREE: REQUESTED ACTION

|                             |                                                  |                              |                              |                                |                              |                                                                                                                             |
|-----------------------------|--------------------------------------------------|------------------------------|------------------------------|--------------------------------|------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <b>Rezoned Property To:</b> | <input type="checkbox"/> R-1                     | <input type="checkbox"/> R-2 | <input type="checkbox"/> R-3 | <input type="checkbox"/> R-5   | <input type="checkbox"/> R-6 | Will this property be a Planned Unit Development?<br><input type="checkbox"/> YES<br><input checked="" type="checkbox"/> NO |
|                             | <input type="checkbox"/> B-1                     | <input type="checkbox"/> B-2 | <input type="checkbox"/> B-3 | <input type="checkbox"/> B-4   | <input type="checkbox"/> O-1 |                                                                                                                             |
|                             | <input type="checkbox"/> M-1                     | <input type="checkbox"/> M-2 | <input type="checkbox"/> M-3 | <input type="checkbox"/> PMR-1 |                              |                                                                                                                             |
| <b>Other:</b>               | B-2 Conditional Use Permit for Ambulance Service |                              |                              |                                |                              |                                                                                                                             |

**Section Three Continued**

|                |                                                           |
|----------------|-----------------------------------------------------------|
| <b>Purpose</b> | <i>Please state the purpose of the proposed rezoning.</i> |
|----------------|-----------------------------------------------------------|

The Hospital is seeking a B-2 Conditional Use Permit for continued use of ambulance services at the current location.

**SECTION FOUR: JUSTIFICATION**

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

The Hospital recently acquired the assets of Decatur Ambulance Service and intends to continue providing ambulance service to the community using the same personnel, equipment, locations, etc. as was provided by Decatur Ambulance Service. There is currently a conditional use permit for this location which was granted to Mike Burkham of Professional Management and Leasing; however, the permit is not transferable. For that reason, the Hospital is seeking to have a conditional use permit issued in its name for this property.

St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis is the fee simple owner of the property and will be leasing the property to St. Mary's Hospital, Decatur, of the Hospital Sisters of the Third Order of St. Francis.

**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. |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                               |                             |             |                     |
|-------------------------------|-----------------------------|-------------|---------------------|
| <b>Petitioner's Signature</b> | <i>Shane M. Mendenhall,</i> | <b>Date</b> | <i>July 2, 2018</i> |
|-------------------------------|-----------------------------|-------------|---------------------|

*Attorney for Petitioner*

**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         |  |

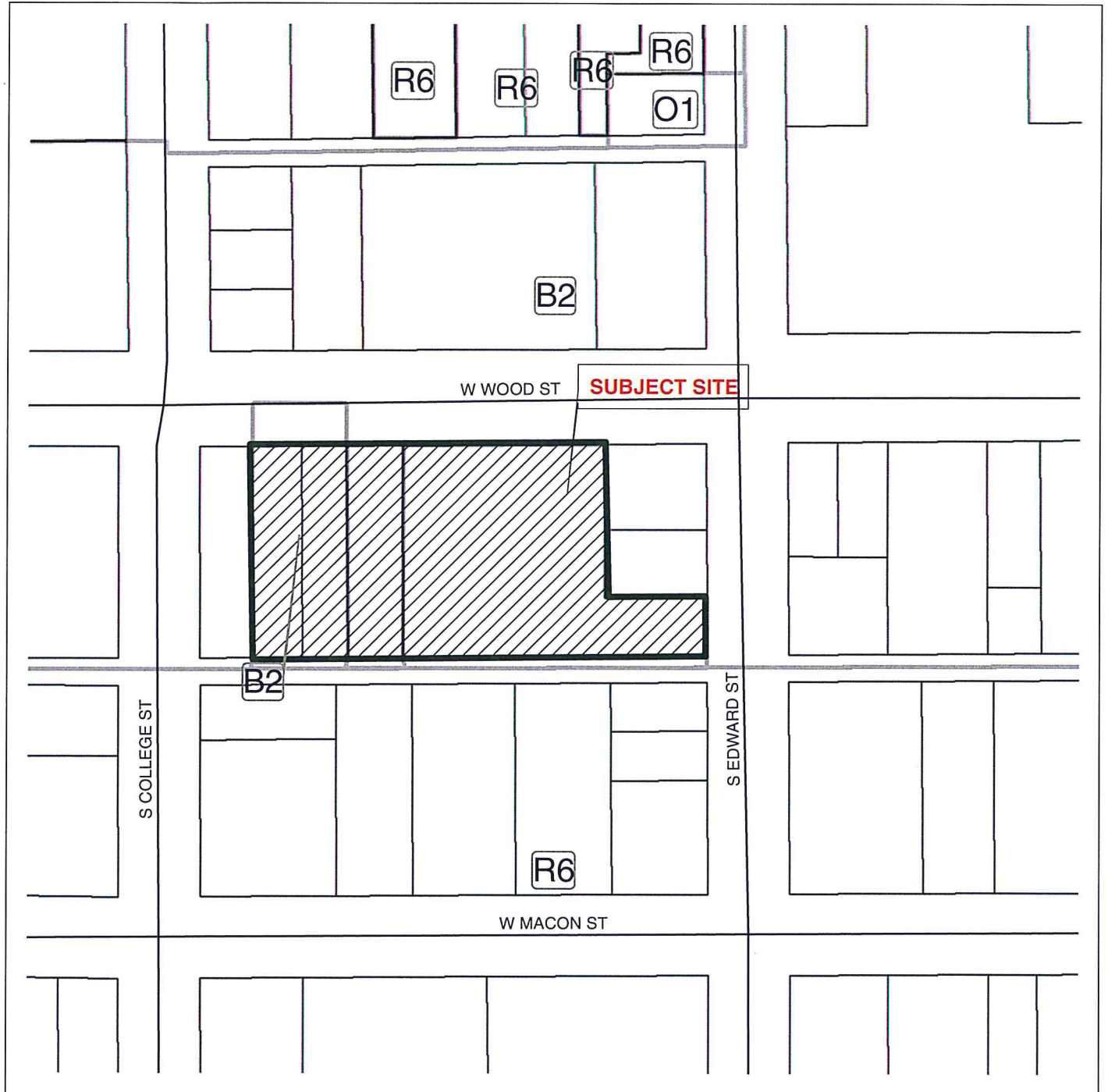


**Petitioner:** St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation, and St. Mary's Hospital, Decatur, of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation

**Property Owner:** St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation

# Decatur City Plan Commission

417, 447, 453, and 461 West Wood Street



Case No.: 18-31  
Date: August 2, 2018  
Petition of: St. Francis Hospital...  
Requested Action: CUP in the B-2 District

0 80 160 320 Feet



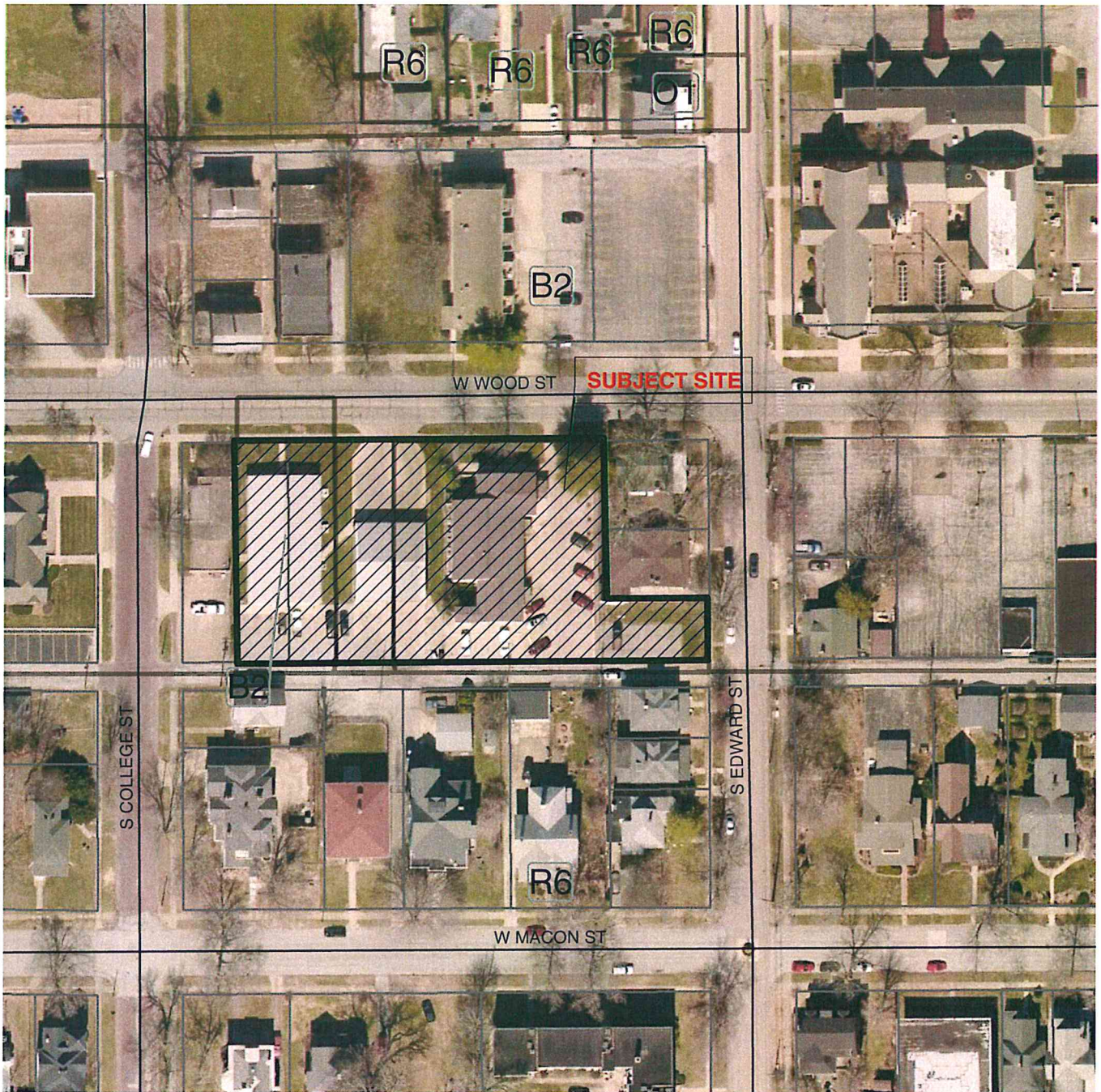
## Legend

- Decatur Roads
- Decatur Zoning
- ▨ Subject Site



# Decatur City Plan Commission

417, 447, 453, and 461 West Wood Street



Case No.: 18-31  
Date: August 2, 2018  
Petition of: St. Francis Hospital...  
Requested Action: CUP in the B-2 District



0 80 160 320 Feet

## Legend

-  Decatur Roads
-  Decatur Zoning
-  Subject Site



**STAFF REPORT**  
**Decatur City Plan Commission**

**Hearing Date** August 2, 2018  
**Case No.** 18-31  
**Property Location** 417, 447, 453, and 461 West Wood Street  
**Request** Conditional Use Permit in the B-2 Commercial District to allow for an ambulance service  
**Petitioner** St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation, and St. Mary's Hospital, Decatur, of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation  
**Representative** Shane M. Mendenhall (Bolen Robinson & Ellis, LLP)

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**BACKGROUND**

On March 6, 2008, the Plan Commission voted to recommend approval of the petition (Calendar No. PC 08-03) to allow a Conditional Use Permit (CUP) in the B-2 District for an ambulance service. It was approved by City Council on March 17<sup>th</sup>, 2008.

The Conditional Use Permit was granted to Mike Burkham of Professional Management and Leasing for Decatur Ambulance Service (DAS); however, the permit is not transferable.

The current petitioner has recently acquired the assets of DAS and intends to continue providing ambulance service to the community using the same personnel, equipment, locations, etc. as was provided by DAS with the new ownership, a new CUP would be needed.

**Surrounding Land Use and Zoning**

| <i>Direction</i> | <i>Existing Land Use</i>               | <i>Zoning</i> | <i>Comprehensive Plan</i>           |
|------------------|----------------------------------------|---------------|-------------------------------------|
| Subject Property | Ambulance Service                      | B-2           | Mixed Use<br>Commercial/Residential |
| North            | Single Family Residence,<br>Apartments | B-2           | Mixed Use<br>Commercial/Residential |
| South            | Single Family Residence,<br>Apartments | R-6           | Mixed Use<br>Commercial/Residential |
| East             | Mixed Uses                             | B-2           | Mixed Use<br>Commercial/Residential |
| West             | Commercial, Funeral Home               | B-2           | Mixed Use<br>Commercial/Residential |

**PROJECT DESCRIPTION**

The subject petition is for a Conditional Use Permit to allow for continued operation of an ambulance service, but under the new ownership. No changes to the existing building and parking layout are proposed.

## **STAFF ANALYSIS**

According to Section XXII.A.3. there are three standards which must be met in order to grant a Conditional Use Permit. With no changes to the existing building and parking layout, staff believes the proposal continues to meet the same standards under which the previous Conditional Use Permit for the same use was approved in 2008.

## **STAFF RECOMMENDATION**

Staff recommends approval of the petition as submitted with the following conditions:

1. If approved by City Council, the Ordinance shall not be signed until a copy of the recorded deed has been given to the City Clerk showing St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation as the owner of the property.

## **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 a final decision. A motion to forward Calendar 18-31 to City Council by the Plan Commission with a recommendation for approval is suggested.

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



**Excerpts from Plan Commission Meeting of August 2, 2018:**

**Case No. 18-31      Petition of ST. FRANCIS HOSPITAL of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation, and ST. MARY'S HOSPITAL, Decatur, of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation, for a Conditional Use Permit in the B-2 Commercial District to allow for an ambulance service at 417, 447, 453, and 461 WEST WOOD STREET.**

It was moved and seconded (Brinkoetter/Peoples) to forward Case No. 18-31 to the City Council with a recommendation for 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 the recommendation of staff:

On March 6, 2008, the Plan Commission voted to recommend approval of the petition to allow a Conditional Use Permit (CUP) in the B-2 District for an ambulance service. It was approved by City Council on March 17<sup>th</sup>, 2008.

The Conditional Use Permit was granted to Mike Burkham of Professional Management and Leasing for Decatur Ambulance Service (DAS); however, the permit is not transferable.

The current petitioner has recently acquired the assets of DAS and intends to continue providing ambulance service to the community using the same personnel, equipment, locations, etc. as was provided by DAS with the new ownership, a new CUP would be needed.

The subject petition is for a Conditional Use Permit to allow for continued operation of an ambulance service, but under the new ownership. No changes to the existing building and parking layout are proposed.

According to Section XXII.A.3. there are three standards which must be met in order to grant a Conditional Use Permit. With no changes to the existing building and parking layout, staff believes the proposal continues to meet the same standards under which the previous Conditional Use Permit for the same use was approved in 2008.

Staff recommends approval of the petition as submitted.

1. If approved by City Council, the Ordinance shall not be signed until a copy of the recorded deed has been given to the City Clerk showing St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation as the owner of the property.

Mrs. Stewart said she has received the recorded deed showing St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis as the owner.

There were no objectors present.

Upon call of the roll, Commission members Bill Clevenger, Bruce Frantz, Jack, Myatt, Mike Peoples, Tom Brinkoetter and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.

**DATE:** 9/4/2018

**MEMO:** No. 18-28

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

**FROM:** Billy Tyus, Interim City Manager  
Raymond Lai, AICP, Economic and Community Development Director  
Joselyn A. Stewart, Transportation Planner

**SUBJECT:**  
Conditional Use Permit in the B-2 Commercial District to allow for an ambulance service at 1102 West Ravina Park Road

**SUMMARY RECOMMENDATION:**  
Staff recommends approval of the Conditional Use Permit with the following condition:

1. Landscaping: All existing trees and vegetation located in the required 23.8 foot buffer yard shall remain intact.

The City Plan Commission voted 6-0 to recommend approval of this petition at the August 2, 2018 meeting; the relevant minutes of the meeting are attached.

**BACKGROUND:**  
On December 1, 2011, the Plan Commission voted to recommend approval of the petition (Calendar No. PC 11-48) to allow a Conditional Use Permit (CUP) for ambulance service at 1102 West Ravina Park Road. The Conditional Use Permit was granted to Mike Burkhart of Professional Management and Leasing for Decatur Ambulance Service (DAS).  
The current petitioner has recently acquired the assets of DAS and intends to continue providing ambulance service to the community using the same personnel.  
The subject petition is for a Conditional Use Permit to allow for continued operation of an ambulance service, but under the new ownership. No changes to the location or type of service are requested.

**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 at 424-2782 or at [jstewart@decaturil.gov](mailto:jstewart@decaturil.gov).

**BUDGET/TIME IMPLICATIONS:** None

**ATTACHMENTS:**

| Description              | Type            |
|--------------------------|-----------------|
| Ordinance                | Ordinance       |
| Supporting Documentation | Backup Material |

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE GRANTING CONDITIONAL USE PERMIT  
TO ALLOW FOR AN AMBULANCE SERVICE  
- 1102 WEST RAVINA PARK ROAD -**

WHEREAS, on the 2<sup>nd</sup> day of August, 2018, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of the St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation, and St. Mary's Hospital, Decatur of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation for a Conditional Use Permit under the provisions of Section XXII.A.2 of the Zoning Ordinance to allow for an ambulance service in the B-2 Commercial District on property located in the City of Decatur, Illinois and legally described as follows:

A tract of land in the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 4, Township 16 North, Range 2 East of the 3<sup>rd</sup> Principal Meridian, Macon County, Illinois, said tract more particularly described as follows: Beginning at a point 267.86 feet South and 320.05 feet West of the Northeast corner of the Southeast Quarter (SE ¼) of Section 4, Township 16 North, Range 2 East of the 3<sup>rd</sup> P.M.; thence S. 00 degrees 04 minutes 51 seconds W. (Assumed Bearing) 690.44 feet; thence N. 88 degrees 18 minutes 09 seconds E., 101.58 feet; thence S. 00 degrees 02 minutes 00 seconds W., 343.92 feet to a point on the North Right of Way line of Ravina Park Road; thence S. 87 degrees 28 minutes 15 seconds W., 101.92 feet, along said North R.O.W. line; thence N. 85 degrees 05 minutes 32 seconds W., 115.73 feet along said North R.O.W. line; thence N. 00 degrees 32 minutes 16 seconds W., 307.56 feet; thence S. 88 degrees 13 minutes 55 seconds W., 119.73 feet; thence N. 00 degrees 06 minutes 57 seconds E., 563.96 feet; thence N. 89 degrees 02 minutes 51 seconds E., 50.02 feet; thence N. 00 degrees 31 minutes 29 seconds E., 149.94 feet; thence N. 87 degrees 44 minutes 25 seconds E., 186.95 feet to the point of beginning.

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. Situated in Macon County, Illinois.

Permanent Index Number: 04-12-04-429-001

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 and report 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, said herein that a Conditional Use Permit be, and it is hereby, granted to St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation as the petitioner, and only to St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation to allow for an ambulance service in the B-2 Commercial District.

1. Landscaping: All existing trees and vegetation located in the required 23.8 foot buffer yard shall remain intact.

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 4<sup>th</sup> day of September, 2018.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

CITY CLERK



# City of Decatur, Illinois

## PETITION FOR REZONING

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

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

### Please Type

#### SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

|                |                                                   |       |              |        |                        |
|----------------|---------------------------------------------------|-------|--------------|--------|------------------------|
| Petitioner     | See attached                                      |       |              |        |                        |
| Address        | 1215 Franciscan Drive                             |       |              |        |                        |
| City           | Litchfield                                        | State | Illinois     | Zip    | 62056                  |
| Telephone      | 217-324-2191                                      | Fax   |              | E-mail |                        |
| Property Owner | See attached                                      |       |              |        |                        |
| Address        | 1215 Franciscan Drive                             |       |              |        |                        |
| City           | Litchfield                                        | State | Illinois     | Zip    | 62056                  |
| Telephone      | 217-324-2191                                      | Fax   |              | E-mail |                        |
| Representative | Shane M. Mendenhall (Bolen Robinson & Ellis, LLP) |       |              |        |                        |
| Address        | 202 S Franklin St, Fl 2                           |       |              |        |                        |
| City           | Decatur                                           | State | Illinois     | Zip    | 62523                  |
| Telephone      | 217-429-4296                                      | Fax   | 217-329-0034 | E-mail | smendenhall@brelaw.com |

#### SECTION TWO: SITE INFORMATION

|                                           |                                                                  |                                         |                              |                                |                              |                                                   |
|-------------------------------------------|------------------------------------------------------------------|-----------------------------------------|------------------------------|--------------------------------|------------------------------|---------------------------------------------------|
| Street Address                            | 1102 West Ravinia Park Road, Decatur, Illinois 62522             |                                         |                              |                                |                              |                                                   |
| Legal Description                         | See attached.                                                    |                                         |                              |                                |                              |                                                   |
| Present Zoning                            | <input type="checkbox"/> R-1                                     | <input type="checkbox"/> R-2            | <input type="checkbox"/> R-3 | <input type="checkbox"/> R-5   | <input type="checkbox"/> R-6 | Is this property a Planned Unit Development?      |
|                                           | <input type="checkbox"/> B-1                                     | <input checked="" type="checkbox"/> B-2 | <input type="checkbox"/> B-3 | <input type="checkbox"/> B-4   | <input type="checkbox"/> O-1 | <input type="checkbox"/> YES Approval Date: _____ |
|                                           | <input type="checkbox"/> M-1                                     | <input type="checkbox"/> M-2            | <input type="checkbox"/> M-3 | <input type="checkbox"/> PMR-1 |                              | <input checked="" type="checkbox"/> NO            |
| Please list all improvements on the site: |                                                                  |                                         |                              |                                |                              | Buildings for Ambulance service.                  |
| Size of Tract                             | <5 acres <input type="checkbox"/> SF <input type="checkbox"/> AC |                                         |                              |                                |                              |                                                   |

#### SECTION THREE: REQUESTED ACTION

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



Section Three Continued

**Purpose** Please state the purpose of the proposed rezoning.

The Hospital is seeking a B-2 Conditional Use Permit for continued use of ambulance services at the current location.

**SECTION FOUR: JUSTIFICATION**

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

The Hospital recently acquired the assets of Decatur Ambulance Service and intends to continue providing ambulance service to the community using the same personnel, equipment, locations, etc. as was provided by Decatur Ambulance Service. There is currently a conditional use permit for this location which was granted to Mike Burkham of Professional Management and Leasing; however, the permit is not transferable. For that reason, the Hospital is seeking to have a conditional use permit issued in its name for this property.

St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis is the fee simple owner of the property and will be leasing the property to St. Mary's Hospital, Decatur, of the Hospital Sisters of the Third Order of St. Francis.

**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**

*Shane M. Mendenhall*  
attorney for Petitioner

**Date**

*July 2, 2018*

**NOTES:**

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

**OFFICE USE ONLY**

Date Filed

By

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 04-12-04-429-001**

---

A tract of land in the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 4, Township 16 North, Range 2 East of the 3rd Principal Meridian, Macon County, Illinois, said tract more particularly described as follows: Beginning at a point 267.86 feet South and 320.05 feet West of the Northeast corner of the Southeast Quarter (SE 1/4) of Section 4, Township 16 North, Range 2 East of the 3rd P.M.; thence S. 00 degrees 04 minutes 51 seconds W. (Assumed Bearing) 690.44 feet; thence N. 88 degrees 18 minutes 09 seconds E., 101.58 feet; thence S. 00 degrees 02 minutes 00 seconds W., 343.92 feet to a point on the North Right of Way line of Ravina Park Road; thence S. 87 degrees 28 minutes 15 seconds W., 101.92 feet, along said North R.O.W. line; thence N. 85 degrees 05 minutes 32 seconds W., 115.73 feet along said North R.O.W. line; thence N. 00 degrees 32 minutes 16 seconds W., 307.56 feet; thence S. 88 degrees 13 minutes 55 seconds W., 119.73 feet; thence N. 00 degrees 06 minutes 57 seconds E., 563.96 feet; thence N. 89 degrees 02 minutes 51 seconds E., 50.02 feet; thence N. 00 degrees 31 minutes 29 seconds E., 149.94 feet; thence N. 87 degrees 44 minutes 25 seconds E., 186.95 feet to the point of beginning.

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.

Situated in Macon County, Illinois.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance (08/01/2016)

Page 3

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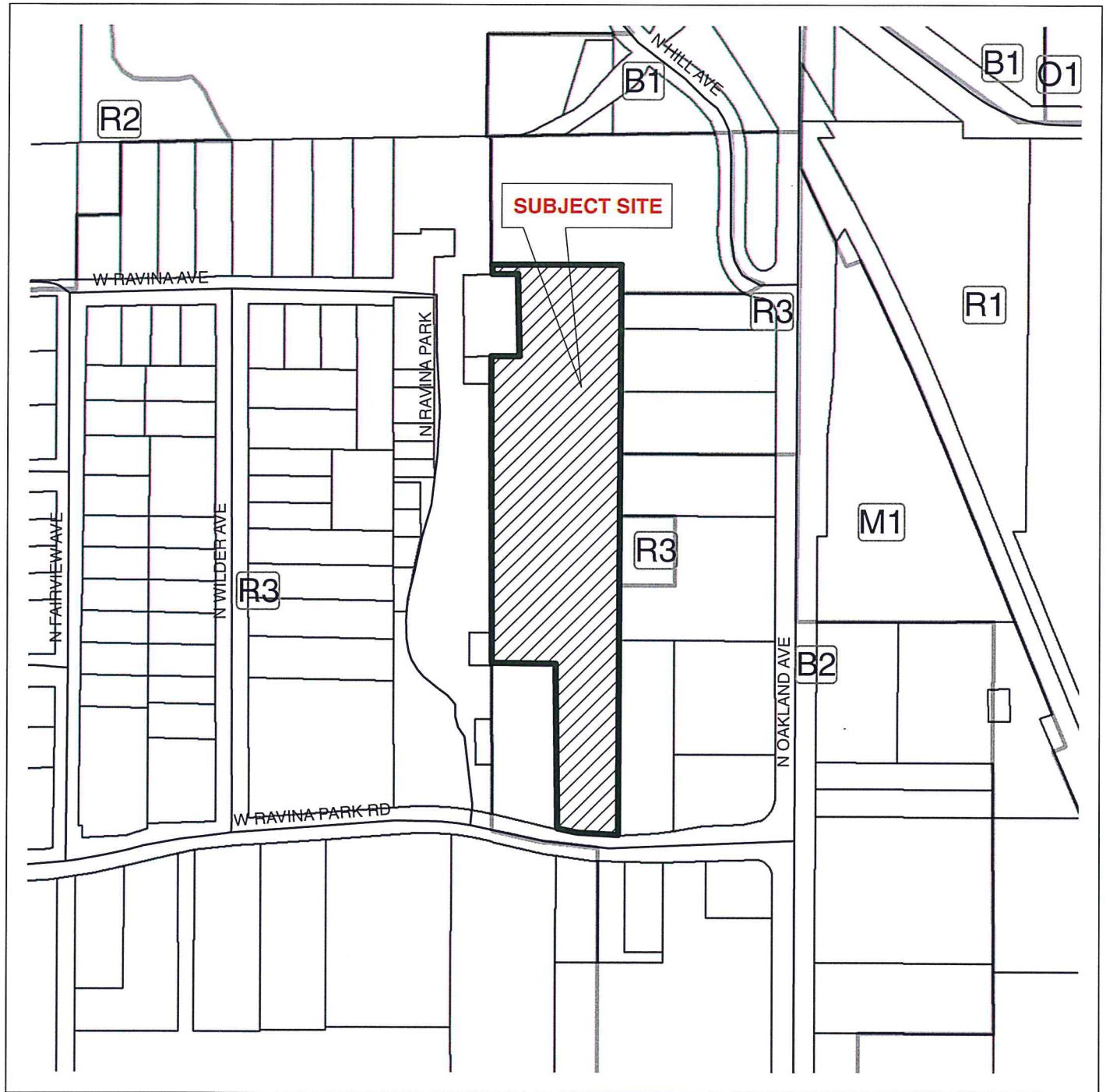
**Petitioner:** St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation, and St. Mary's Hospital, Decatur, of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation

**Property Owner:** St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation



# Decatur City Plan Commission

1102 West Ravina Park Road



Case No.: 18-30  
Date: August 2, 2018  
Petition of: St. Francis Hospital...  
Requested Action: CUP in the B-2 District

0 200 400 800 Feet



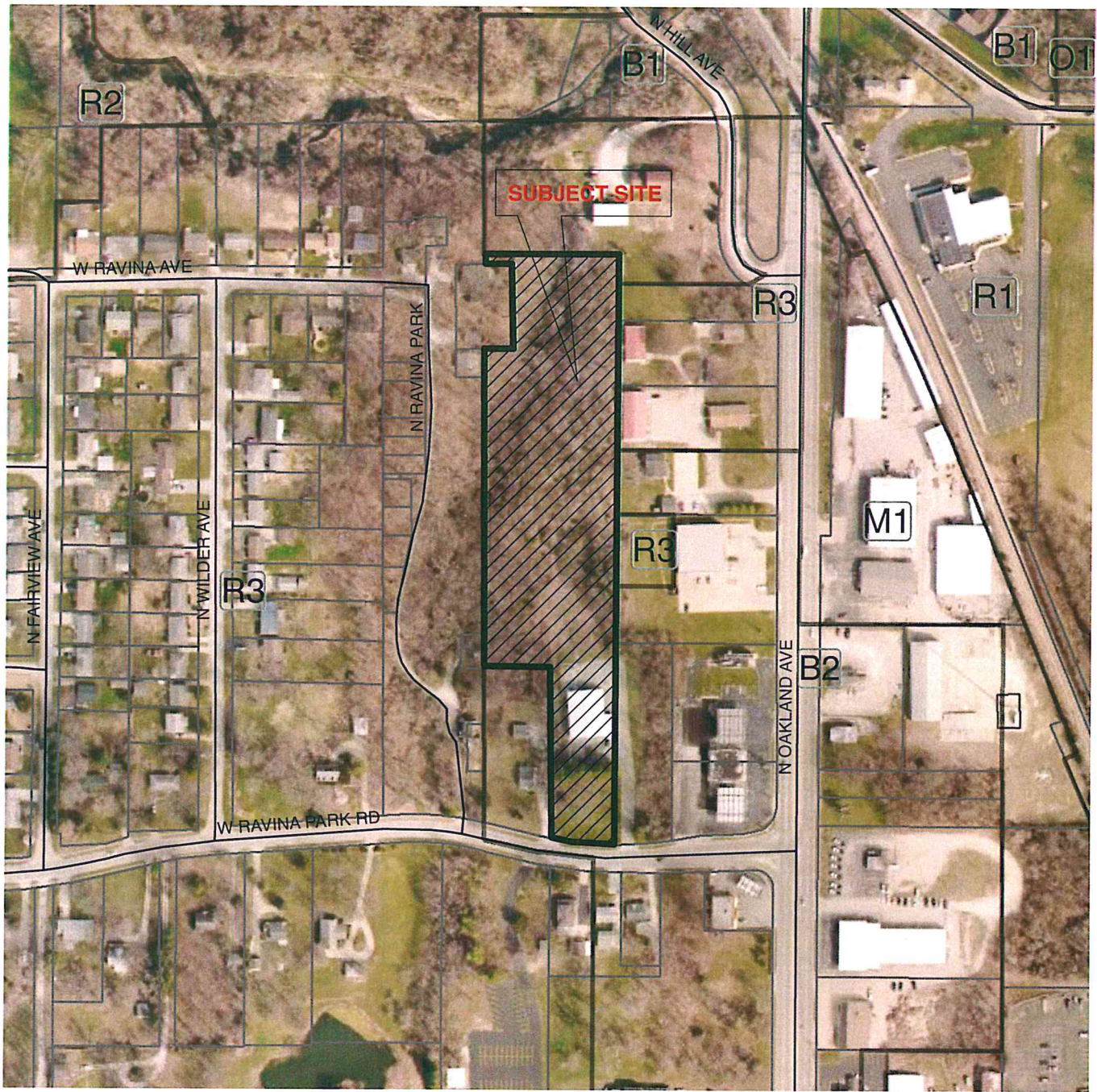
## Legend

- Decatur Roads
- Decatur Zoning
- ▨ Subject Site



# Decatur City Plan Commission

1102 West Ravina Park Road



Case No.: 18-30  
Date: August 2, 2018  
Petition of: St. Francis Hospital...  
Requested Action: CUP in the B-2 District



0 200 400 800 Feet

## Legend

- Decatur Roads
- Decatur Zoning
- ▨ Subject Site



**STAFF REPORT**  
**Decatur City Plan Commission**

**Hearing Date** August 2, 2018  
**Case No.** 18-30  
**Property Location** 1102 West Ravina Park Road  
**Request** Conditional Use Permit in the B-2 Commercial District to allow for an ambulance service  
**Petitioner** St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation, and St. Mary's Hospital, Decatur, of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation  
**Representative** Shane M. Mendenhall (Bolen Robinson & Ellis, LLP)

---

**BACKGROUND**

The subject site (Calendar No. PC 05-36) was rezoned in 2005 to B-2 Commercial District to allow for the construction of a storage garage and office. They were built to house a personal collection of antique vehicles.

On December 1, 2011, the Plan Commission voted to recommend approval of the petition (Calendar No. PC 11-48) to allow a Conditional Use Permit (CUP) on the B-2 zoned property for an ambulance service in the existing building. It was approved by City Council on January 17, 2012. The Conditional Use Permit was granted to Mike Burkham of Professional Management and Leasing for Decatur Ambulance Service (DAS); however, the Permit is not transferable.

The current petitioner has recently acquired the assets of DAS and intends to continue providing ambulance service to the community using the same personnel, equipment, locations, etc. as was provided by DAS. With the new ownership, a new CUP would be needed.

**Surrounding Land Use and Zoning**

| <i>Direction</i> | <i>Existing Land Use</i> | <i>Zoning</i> | <i>Comprehensive Plan</i> |
|------------------|--------------------------|---------------|---------------------------|
| Subject Property | Ambulance Service        | B-2           | Retail                    |
| North            | Single Family Residence  | B-2           | Retail                    |
| South            | Single Family Residence  | B-2, R-3      | Retail                    |
| East             | Commercial, Church       | B-2, R-3      | Retail                    |
| West             | Single Family Residence  | B-2, R-3      | Retail                    |

**PROJECT DESCRIPTION**

The subject petition is for a Conditional Use Permit to allow for continued operation of an ambulance service, but under the new ownership. No changes to the existing building and parking layout are proposed.

Adequate landscaping for the parking lot and the front yard have been provided. There is a buffer yard along the east side of the property which is north of the existing building as well as portions of the west side of the property. A 23.8 foot buffer yard is shown on an existing plan along both the east and west sides north of the building. This buffer yard is currently a wooded area.

### **STAFF ANALYSIS**

According to Section XXII.A.3. there are three standards which must be met in order to grant a Conditional Use Permit. With no changes to the existing building and parking layout, staff believes the current proposal continues to meet the same three standards under which the previous Conditional Use Permit for the same use was approved in 2012.

### **STAFF RECOMMENDATION**

Staff recommends approval of the petition as submitted with the following conditions:

1. Landscaping: All existing trees and vegetation located in the required 23.8 foot buffer yard shall remain intact.
2. If approved by City Council, the Ordinance shall not be signed until a copy of the recorded deed has been given to the City Clerk showing St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation as the owner of the property.

### **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 a final decision. A motion to forward Calendar 18-30 to City Council by the Plan Commission with a recommendation for approval is suggested.

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



**Excerpts from Plan Commission Meeting of August 2, 2018:**

**Case No. 18-30      Petition of ST. FRANCIS HOSPITAL of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation, and ST. MARY'S HOSPITAL, Decatur, of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation, for a Conditional Use Permit in the B-2 Commercial District to allow for an ambulance service at 1102 WEST RAVINA PARK ROAD.**

It was moved and seconded (Frantz/Clevenger) to forward Case No. 18-30 to the City Council with a recommendation for approval as set forth in the staff report.

Mrs. Joselyn Stewart was sworn in by Mrs. Kim Althoff.

Mrs. Stewart discussed and presented slides of the site and surrounding properties (available for viewing upon request) along with the recommendation of staff:

The subject site was rezoned in 2005 to B-2 Commercial District to allow for the construction of a storage garage and office.

On December 1, 2011, the Plan Commission voted to recommend approval of the petition to allow a Conditional Use Permit (CUP) on the B-2 zoned property for an ambulance service in the existing building. It was approved by City Council on January 17, 2012. The Conditional Use Permit was granted to Mike Burkham of Professional Management and Leasing for Decatur Ambulance Service (DAS); however, the Permit is not transferable.

The current petitioner has recently acquired the assets of DAS and intends to continue providing ambulance service to the community using the same personnel, equipment, locations, etc. as was provided by DAS. With the new ownership, a new CUP would be needed.

The subject petition is for a Conditional Use Permit to allow for continued operation of an ambulance service, but under the new ownership. No changes to the existing building and parking layout are proposed.

Adequate landscaping for the parking lot and the front yard have been provided. There is a buffer yard along the east side of the property which is north of the existing building as well as portions of the west side of the property. A 23.8 foot buffer yard is shown on an existing plan along both the east and west sides north of the building. This buffer yard is currently a wooded area.

According to Section XXII.A.3, there are three standards which must be met in order to grant a Conditional Use Permit. With no changes to the existing building and parking layout, staff believes the current proposal continues to meet the same three standards under which the previous Conditional Use Permit for the same use was approved in 2012.

Staff recommends approval of the petition as submitted with the following conditions:

1. Landscaping: All existing trees and vegetation located in the required 23.8 foot buffer yard shall remain intact.
2. If approved by City Council, the Ordinance shall not be signed until a copy of the recorded deed has been given to the City Clerk showing St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis, an Illinois not-for-profit corporation as the owner of the property.

Mrs. Stewart said she has received the recorded deed showing St. Francis Hospital of the Hospital Sisters of the Third Order of St. Francis as the owner.

Mr. Shane Mendenhall, representative of the petitioner, was sworn in by Mrs. Althoff.

Mr. Mendenhall stated there will be no changes to the existing property. The change in ownership requires a Conditional Use Permit.

There were no objectors present.

Upon call of the roll, Commission members Bill Clevenger, Bruce Frantz, Jack, Myatt, Mike Peoples, Tom Brinkoetter and Acting Chairman Susie Peck voted aye. Acting Chairman Peck declared the motion carried.



## Financial Management

**DATE:** 8/27/2018

**MEMO:** Letter to the Decatur City Council Financial Management #2018 - 12

**TO:** Honorable Mayor Moore Wolfe  
City Council

**FROM:** Billy Tyus, City Manager  
Gregg D. Zientara, City Treasurer and Director of Finance

**SUBJECT:** Resolution Authorizing Agreement with BlueCross BlueShield of Illinois for Administration of the City Group Health Benefit Plan for the Calendar Year 2019

### **ATTACHMENTS:**

| Description    | Type              |
|----------------|-------------------|
| Council letter | Cover Memo        |
| Resolution     | Resolution Letter |
| BCBS proposal  | Backup Material   |

**LETTER to the DECATUR CITY COUNCIL**  
**Financial Management Department**  
**#2018 – 12**

**DATE:** August 27, 2018

**TO:** Honorable Mayor Moore Wolfe  
City Council

**FROM:** Billy Tyus, City Manager  
Gregg D. Zientara, City Treasurer & Director of Finance

**SUBJECT:** Resolution Authorizing Agreement with BlueCross BlueShield of Illinois for Administration of the City Group Health Benefit Plan for Calendar 2019

**SUMMARY RECOMMENDATION:**

City Administration recommends City Council approval of the attached resolution authorizing the agreement for renewal of the administration of the City's self-insured group health benefit plans including claims administration and stop loss insurance for the period January 1, 2019 to December 31, 2019.

**BACKGROUND:**

BlueCross BlueShield has been the City's third-party administrator for the City self-insured group healthcare benefit plan since 2008 and continues to be an excellent administrator for the group healthcare benefit plan.

BlueCross continues to offer the largest network of doctors and hospitals in and out of state and offers the best pricing offerings for coverage for medical care due to its substantial network of medical providers.

|                        | Current<br>2018 | Proposed<br>2019 | % Change |
|------------------------|-----------------|------------------|----------|
| Illinois access fee    | 1.57%           | 1.57%            | 0.0%     |
| Administration fee     | \$ 59.02        | \$ 59.02         | 0.0%     |
| Rx rebate credit       | (\$ 37.02)      | (\$ 49.36)       | -33.3%   |
| Additional services    | \$ 2.00         | \$ 2.00          | 0.0%     |
| Virtual visits         | -               | \$ 0.52          | -        |
| Net administration fee | \$ 24.00        | \$ 12.18         | -49.2%   |
| Stop loss              | \$ 69.78        | \$ 76.06         | 9.0%     |
| Fixed cost per month   | \$ 95.55        | \$ 90.27         | -5.5%    |
| Projected cost         | \$ 686,800      | \$ 608,000       | -11.4%   |

The proposed 2019 fixed cost fees as quoted by BlueCross BlueShield have declined versus the current 2018 fixed cost fees by 5.5%. The decline is the result of increased Rx rebate credit offset by increased "stop loss" fees. The Rx rebate credit is the result of plan incurrence of a greater

preponderance of higher priced Rx prescriptions, resulting in the increased credit, however, offset by a higher incurrence of increased Rx claim expense. The stop loss fee increase is the result of certain medical claim costs exceeding the stop loss level. In addition, the city will implement the BCBS "virtual visit" program in 2019, targeted to provide a more convenient and plan cost lower alternative to non-emergency treatment.

Refer to the fee comparison schedule in the medical renewal document attached for additional details on the pricing proposal.

**POTENTIAL OBJECTION:**

There are no known objections to this resolution request.

**INPUT FROM OTHER SOURCES:**

JL Hubbard Insurance and Bonds, Rick Semonis, Broker and Advisor to the City for Employee Benefit matters

**STAFF REFERENCES:**

Billy Tyus, City Manager  
Gregg D. Zientara, City Treasurer & Director of Finance

**BUDGET/TIME IMPLICATIONS:**

Approval at this time will allow employee open enrollment period to be conducted during the month of October enabling improved timing of year to year transition with BlueCross BlueShield of Illinois, providing benefit to all covered members.

**RESOLUTION NO. R2018 - \_\_\_\_\_**

**RESOLUTION AUTHORIZING AGREEMENT WITH  
BLUECROSS BLUESHIELD OF ILLINOIS  
FOR ADMINISTRATION  
OF THE CITY GROUP HEALTH BENEFIT PLAN  
FOR CALENDAR YEAR 2019**

---

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

Section 1. That the ASO Benefit Program and Stop Loss coverage presented herewith to the City Council between the City of Decatur, Illinois and BlueCross BlueShield of Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager be, and hereby, authorized to direct Risk Management to execute renewal on behalf of the City of Decatur, Illinois.

PRESENTED AND ADOPTED THIS 4<sup>th</sup> day of September, 2018.

---

Julie Moore Wolfe, Mayor

ATTEST:

---

Debra G. Bright, City Clerk





06/29/2018  
Final 08/27/2018

# City Of Decatur

ASO Projection  
for the period  
January 1, 2019 - December 31, 2019

**1/1/2019 ASO Medical Renewal**

*Presented by:*

*Holly Little*



# **City Of Decatur**

**ASO Projection**  
**January 1, 2019 - December 31, 2019**  
**1/1/2019 ASO Medical Renewal**

## Affordable Care Act (ACA) Disclaimer

If your existing group health plan or group health insurance coverage (each "plan") was in effect on March 23, 2010, it may be a "grandfathered health plan" as that term is " defined in the Affordable Care Act and related regulations (currently 75 Fed. Reg. 34538). "

Federal regulations have been published regarding the maintenance and loss of grandfathered health plan status. We encourage you to confer with your own legal counsel to determine what benefit changes or other events may cause the loss of grandfathered health plan status and to evaluate the benefit options that are most suitable for you.

The following proposed benefit programs are not considered "grandfathered health plans".

# City Of Decatur

ASO Projection  
for the period  
January 1, 2019 - December 31, 2019  
1/1/2019 ASO Medical Renewal

## FEE COMPARISON (BY PRODUCT)

Please refer to the ACA Disclaimer regarding benefits and final pricing.

| Mature                               | Current    | PPO<br>Renewal | Change | PPO<br>FINAL 8/27/2018 |        |
|--------------------------------------|------------|----------------|--------|------------------------|--------|
| Projected Enrollment                 | 599        | 561            | -6.3%  |                        |        |
| Single                               |            | 183            |        |                        |        |
| Family                               |            | 378            |        |                        |        |
| Illinois Access Fee                  | 1.57%      | 1.57%          | 0.0%   | N/C                    |        |
| Administration Fee                   | \$59.02    | \$59.02        | 0.0%   | N/C                    |        |
| Virtual Visits                       |            |                |        | \$0.52                 |        |
| Prescription Drug Rebate Credit      | (\$37.02)  | (\$49.36)      | 33.3%  | N/C                    |        |
| Additional Services PCPM Fees        | \$2.00     | \$2.00         | 0.0%   | N/C                    |        |
| Net Administration Fee PCPM          | \$24.00    | \$11.66        | -51.4% | \$12.18                |        |
| Individual Stop Loss \$200,000 Level | \$69.78    | \$82.64        | 18.4%  | \$ 76.06               | 9.00%  |
| Aggregate Stop Loss 125% Att. Pt.    | \$12,723   | \$13,698       |        | N/C                    |        |
| Total Fixed Costs PCPM               | \$95.55    | \$96.33        | 0.8%   | \$90.27                | -5.50% |
| Projected Average Claim Value PCPM   | \$1,152.65 | \$1,271.67     | 10.3%  | N/C                    |        |
| Projected Aggregate Limit PCPM       | \$1,440.81 | \$1,589.59     | 10.3%  | N/C                    |        |
| Total Projected Costs PCPM           | \$1,248.20 | \$1,368.00     | 9.6%   | \$1,361.94             | 9.00%  |



**City Of Decatur**  
**ASO Projection**  
**January 1, 2019 - December 31, 2019**  
**1/1/2019 ASO Medical Renewal**

**CONDITIONS AND CAVEATS**  
**Please refer to the ACA Disclaimer regarding benefits and final pricing.**

Notwithstanding anything in the renewal or Proposal to the contrary, BCBSIL reserves the right to revise or withdraw our offer, or to change our administrative fees (and/or pass-through amounts) at any time before or during the contract period (all of which may be estimates, allocated or pro-rated amounts) if any local, state or federal legislation, regulation, rule or guidance (or amendments or clarifications thereto) is enacted or becomes effective/implemented, which would increase projected claim costs or BCBSIL's expenses or cost of plan administration, or would otherwise require BCBSIL to pay, submit or forward, on its own behalf or on the Employer Group's behalf, any additional tax, surcharge, fee, or other amount.

NOTICE: ACA provided for the establishment of a temporary reinsurance program(s) for a three (3) year period (2014-2016), which is funded by reinsurance contributions ("Reinsurance Fees") collected from health insurance issuers and self-funded group health plans, beginning in 2014. Information as to how these fees are calculated is provided by federal and state governments. Federal regulations establish a flat, per member, per month fee.

ACA also provides that self-funded plan sponsors are responsible for the Reinsurance Fee. BCBSIL will not assist in the remittance of those fees to the federal government; however, upon request, we can make available to our self-funded/ASO customers, existing data and information that may be helpful in determining, reporting on, and remitting their Reinsurance Fee amounts.

This renewal is being provided for the period indicated above.

This renewal offer expires as of the effective date indicated above.

This renewal offer assumes HCSC will remain the exclusive carrier for Medical and Rx coverage.

Upon inquiry from employer groups, BCBS will provide information to the employer group regarding commissions and other compensation paid to the employer's agent by BCBS in connection with the employer's policy or contract with BCBS.

The renewal is being offered on a paid basis.

Health Paid Claims subject to Stop Loss are claims paid during the policy period indicated above.

Health Paid Claims subject to Individual Stop Loss are paid claims from the following line(s) of coverage: Medical, Drug, Illinois Access Fee

Health Paid Claims subject to Aggregate Stop Loss are paid claims from the following line(s) of coverage: Medical, Drug, Illinois Access Fee

The total annual Health Stop Loss premiums are based upon the total current enrollment.

HCSC reserves the right to adjust the Average Claim Value if one or more of the following occurs within the coverage period:

- the Account's composition changes (i.e. demographics)
- the Account's number of covered employees increases or decreases by more than 10%
- the Account's benefit program changes

The minimum Aggregate Attachment Point was calculated as 90% of the ASL Limit per contract per month multiplied by the projected cumulative contracts for the period.

Aggregate Health Stop Loss premium is payable annually and is due by the first day of the policy period.

Individual Health Stop Loss premiums are payable on the first day of each month.

Any amount in excess of the Individual Health Stop Loss limit will not be included in the Aggregate Health Stop Loss Settlement.

HCSC's pharmacy benefit manager, PRIME Therapeutics (PBM), holds rebate contracts with pharmaceutical manufacturers. HCSC may, in some circumstances, provide the Employer with a Rebate Credit, but such Rebate Credit may not equal the entire amount of the rebates provided to HCSC by the PBM.

Employers that do not use Prime Therapeutics as their pharmacy benefit manager are NOT eligible for a Rebate Credit.

HCSC's current estimate of the rebates it will receive from the PBM, for drugs covered under the pharmacy benefit, for the employer's covered members, is approximately \$20.37 per script.

HCSC's current estimate of the rebates it will receive from the PBM, for drugs covered under the medical benefit on an aggregate basis for the policy period, is approximately \$0.60 per employee per month.





## City Of Decatur

ASO Projection  
January 1, 2019 - December 31, 2019  
1/1/2019 ASO Medical Renewal

### CONDITIONS AND CAVEATS

**Please refer to the ACA Disclaimer regarding benefits and final pricing.**

This quote is contingent upon the account signing new contract documents in a timely manner. If not signed, then HCSC may withdraw and/or revise the quote.

Pharmacy Rebate Credit includes estimate of rebates for all categories of drugs, including specialty drugs, based on our book of business.

We reserve the right to revise or withdraw our offer if, at any time during the projected coverage period:

- The actual number of enrolled contracts (in total, by product, or by benefit plan), the Single/Family mix, or the Medicare/Non-Medicare mix varies by +/- 10% from our projections.
- The information upon which our projections were based (benefit levels, census/demographics, commissions, etc.) becomes outdated or inaccurate.

Wellbeing Management (Healthcare Management program) is included in the quoted administration fee.

Projected Net Paid Claims for non-HMO Medical coverages on these exhibits include Estimated Value Based Care Payments and Savings.

Value Based Care payments apply to Stop Loss Coverage.

BCBSIL retains the right to recoup monetary credits provided, any remaining implementation costs, shared savings or PG incentive fees from the plan sponsor in the event of early termination of the proposed coverage or contract, either in its entirety or with respect to certain custom services or programs included in this offer.

Offer is contingent upon proposed Wellbeing Management package design. Any modifications to the proposed package will impact the Wellbeing Management fee and Administrative Fee.

## Financial Management

**DATE:** 8/27/2018

**MEMO:** Letter to the Decatur City Council Financial Management Department #2018 - 11

**TO:** Honorable Mayor Moore Wolfe  
City Council

**FROM:** Billy Tyus, Interim City Manager  
Gregg D. Zientara, City Treasurer & Director of Finance

**SUBJECT:** Resolution Authorizing Property and Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2018 to October 1, 2019

### **ATTACHMENTS:**

| Description    | Type              |
|----------------|-------------------|
| Council letter | Cover Memo        |
| Resolution     | Resolution Letter |
| Proposal       | Backup Material   |

**LETTER to the DECATUR CITY COUNCIL**  
**Financial Management Department**  
**#2018 - 11**

**DATE:** August 27, 2018

**TO:** Honorable Mayor Moore Wolfe  
City Council

**FROM:** Billy Tyus, Interim City Manager  
Gregg D. Zientara, City Treasurer & Director of Finance

**SUBJECT:** **Resolution Authorizing Insurance Coverage for Property, Liability and Workers Compensation for the City of Decatur, Illinois for the Policy Period October 1, 2018 to October 1, 2019**

**SUMMARY RECOMMENDATION**

City Administration recommends City Council approval of the attached resolution authorizing insurance coverage for property, liability and workers compensation for the period October 1, 2018 through October 1, 2019.

**BACKGROUND**

The Risk Management program of the City of Decatur includes a series of self insured and excess coverage policies securing the property, liability and workers compensation risks of the organization.

The City has long maintained a self-insured coverage position with excess insurance coverage further securing risk at levels deemed to be affordable and appropriate protecting the City from risk.

The City has an insurance broker and advisory arrangement with Arthur J. Gallagher Risk Management Services, through their Decatur office. Under this arrangement, Arthur J. Gallagher provides broker services including the shopping for insurance offerings and pricing, advisory services including evaluation and recommendation of coverage levels and insurance products, advisory services in all risk management matters, and loss mitigation services. This specific arrangement has been in place since 2014, and further includes a broker / advisor relationship with AJ Gallagher and its predecessors approaching 25+ years.

The City's insurance program includes:

Property insurance – coverage limit of \$1,000,000 per occurrence with a \$150,000 SIR or deductible,

Liability insurance – coverage limit of \$10,000,000 per occurrence with a \$150,000 SIR or deductible,

Workers Compensation insurance – coverage limit of \$50,000,000 with a \$500,000 SIR or deductible.

The City insurance program prepared by City Risk Management and recommended herewith for City Council authorization to proceed forward to bind coverage for the insurance period commencing October 1, 2018 and ending October 1, 2019, includes coverage limits and SIR deductibles the same as the expiring coverage.

Arthur J Gallagher marketed the City's coverage to multiple insurers to ascertain interest and competitiveness in the marketplace. The renewal proposals received from the expiring carriers offered the most competitive terms and conditions.

| Annual premium \$    | Prior Price<br>2016 - 2017 | Expiring Price<br>2017 - 2018 | Proposed Price<br>2018 - 2019 | % Change |
|----------------------|----------------------------|-------------------------------|-------------------------------|----------|
| Property & Liability | 262,419.00                 | 257,312.00                    | 264,473.00                    | 2.8%     |
| Excess property      | 73,764.00                  | 71,000.00                     | 68,000.00                     | (4.2)%   |
| Workers compensation | 652,429.00                 | 652,429.00                    | 611,957.00                    | (6.2)%   |
| Boiler, crime, cyber | 24,141.00                  | 20,413.00                     | 20,524.00                     | 0.5%     |
| Total                | 1,012,753                  | 1,001,154.00                  | 964,954.00                    | (3.6)%   |

The market review conducted by Arthur J Gallagher indicated that the coverage and price offering from the expiring carriers could not be and would not be improved upon by other carriers given current marketplace climate and price offering of the expiring carriers.

**Of note: The recent experience of insurance premiums is favorable for the City, the 2018 – 2019 premium is a reduction of 3.6% versus the 2017 – 2018 premium, and a reduction of 4.7% from the 2016 – 2017 premium.**

**The premium reductions can be attributed to favorable experience in excess property and workers compensation premiums.**

**City Risk Management has devoted much attention to the management of the city's workers compensation experience over this period, including, implementation of improved front end injury evaluation and treatment through the Company Nurse program; implementation of improved Occupational Health experience through HSHS; improved use of Nurse Case Manager services in the management of claim treatment; and, improved proactive management of claims.**

**These approaches have had a favorable impact.**

City Risk Management will continue to establish programs and implement strategies, in conjunction with city department management, targeted to continuous safety improvement in the work place environment, with long term expected benefit.

## **POTENTIAL OBJECTIONS**

None

## **INPUT FROM OTHER SOURCES**

Ted Miller & Cary Peters, Arthur J. Gallagher Risk Management Service, Inc.

## **STAFF REFERENCE**

Billy Tyus, Interim City Manager  
Gregg D. Zientara, City Treasurer & Director of Finance  
Jenifer McCoskey, Risk Management Administrator

## **BUDGET/TIME IMPLICATIONS**

Insurance coverage will commence effective October 1, 2018.

**RESOLUTION NO. R2018 - \_\_\_\_\_**

**RESOLUTION AUTHORIZING PROPERTY AND LIABILITY  
INSURANCE COVERAGE FOR THE CITY OF DECATUR, ILLINOIS  
FOR THE POLICY PERIOD OCTOBER 1, 2018 TO OCTOBER 1, 2019**

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WHEREAS, the City of Decatur current business insurance coverage shall expire September 30, 2018, and,

WHEREAS, the City of Decatur is in need of property and liability insurance coverage for the period October 1, 2018 through October 1, 2019; and

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. has secured quotes on the City's behalf for property and liability insurance for the period October 1, 2018 through October 1, 2019; and,

WHEREAS, AIX Specialty Insurance Company (Hanover Insurance Companies) has submitted a quote to provide property, general liability, employee benefits liability, errors and omissions liability, employment practice liability, sexual harassment liability, sexual abuse liability, law enforcement liability, automobile liability, in the amount of \$264,473.00.

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

Section 1. That the quote of AIX Specialty Insurance Company (Hanover Insurance Companies) to supply property, general liability, employee benefits liability, errors and omissions liability, employment practice liability, sexual harassment liability, sexual abuse liability, law enforcement liability, automobile liability, in the amount of \$264,473.00 to the City of Decatur be, and the same is hereby, accepted and approved.

Section 2. That the City Manager be, and is hereby authorized to direct Risk Management to execute the Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services for the afore-mentioned service in accordance with the quotes as submitted by said companies.

PRESENTED AND ADOPTED this 4<sup>th</sup> day of September, 2018.



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Julie Moore Wolfe, Mayor

ATTEST:

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Debra Bright  
CITY CLERK

# Insurance Proposal Prepared For

## City Of Decatur

One Gary K. Anderson Plaza  
Decatur, IL 62523

Presented: August 24, 2018

Effective: October 1, 2018 to October 1, 2019



## Arthur J. Gallagher & Co.

Michael McHugh, Area Senior Executive Vice President  
(Rolling Meadows)

Tia Incapreo, Account Executive (Rolling Meadows)

Ted Miller, Area Senior Vice President (Decatur)

Cary Peters, Area Senior Vice President (Decatur)

Arthur J. Gallagher Risk Management Services, Inc.  
2850 Golf Road  
Rolling Meadows, IL 60008

# City Of Decatur

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## Executive Summary

Mr. Gregg Zientara  
City Treasurer & Director of Finance  
City of Decatur  
One Gary K. Anderson Plaza  
Decatur, IL 62523-1196

### **RE: October 1, 2018 Insurance Program Renewal**

Gallagher Global Brokerage is pleased to present your October 1, 2018 Property/Casualty and Workers Compensation renewal.

The Property/Casualty marketplace is beginning to show signs of tightness in both the Property and General Liability lines of coverage.

From a property standpoint, over the past 18 months carriers have seen a number of catastrophe claims such as floods, forest fires, hurricanes, and mudslides. What this means to us, is that carriers on January 1, 2018 reinsurers treaty costs have increased on average by 15%-20%. This increase to the carriers is being passed on to the insureds regardless of what that individual risk's loss experience has been.

In regards to the liability, that coverage is beginning to see slight increases due to increases in law enforcement claims throughout the United States. In addition, many carriers are seeing "MeToo" incidents such as sexual harassment and sexual abuse claims, along with employment practice liability issues being filed as claims.

The state of the workers compensation marketplace for public entities continues to be limited. The severity claims continue to rise. This is attributable to a few of the following facts:

- Medical cost inflation is expected to rise 6% year over year
- Continued lack of light duty return to work programs in place
- The opioid epidemic continues to have a negative impact on workers compensation claims

In regards to the city's 2018 workers compensation renewal, we approached our incumbent carrier Liberty Mutual. In spite of the city's loss history seeing a slight increase from prior years, our incumbent carrier Liberty Mutual gave us a competitive renewal with a premium decrease. We are recommending to the city that you renew with Liberty Mutual.

Our incumbent package carrier, AIX Specialty Insurance Company has given us a competitive renewal in spite of your exposures (property TIV) increasing slightly and the city's history of law enforcement incidents over the past few years. It is our recommendation that we renew with AIX Specialty.

In regards to the city's cyber coverage, we did an extensive marketing effort last year. This resulted in the ACE American Insurance Company giving us a competitive renewal. We recommend that we renew with ACE. Due to rising claims activity in this

# City Of Decatur

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## Executive Summary (Cont.)

coverage line, we have obtained quotes for higher liability limits. We strongly recommend you consider these options.

Last year we did an extensive marketing of your boiler/equipment breakdown coverage. We approached three carriers and Chubb Insurance gave us a premium reduction. For 2018/19 with the slight increase in TIVs, Chubb has kept the rate flat.

The 2018-19 crime coverage renewal remained flat.

The city of Decatur's excess property is written by Travelers Insurance Company. The city's TIVs (Total Insured Values) saw a slight increase over expiring. In addition, we did approach an alternative carrier, Fireman's Fund Insurance Company. They gave us a rate reduction. Our current carrier, Travelers, also gave us a rate reduction. Based upon the partnership the city has built with Travelers, we recommend renewal with Travelers.

Overall, the City of Decatur's 2018/19 renewal pricing, coverage, and levels remained stable and competitive.

On behalf of the entire Gallagher Service Team, we would like to thank you again for giving us the opportunity to continue to be of service to the City of Decatur and to continue our long term relationship. We value your loyalty and your cooperation

Yours truly,

Michael McHugh  
Ted Miller  
Tia Incapreo  
Cary Peters  
Don Smolinski  
Debbie Champion

## Executive Summary (Cont.)

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## Our Team and Commitment

# City Of Decatur

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## Service Team

**Michael McHugh and Ted Miller** have primary service responsibility for your account. We operate using a team approach. Your Service Team consists of:

| NAME / TITLE                                                     | PHONE / ALT. PHONE | EMAIL                                                          | ROLE                               |
|------------------------------------------------------------------|--------------------|----------------------------------------------------------------|------------------------------------|
| <b>Michael McHugh</b><br>Area Senior Executive<br>Vice President | 630-285-4373       | Michael_McHugh@ajg.com                                         | Producer                           |
| <b>Ted Miller</b><br>Area Senior Vice<br>President               | 217-233-3316       | <a href="mailto:Ted_Miller@ajg.com">Ted_Miller@ajg.com</a>     | Co-Producer                        |
| <b>Tia Incapreo</b><br>Account Executive                         | 630-438-1586       | <a href="mailto:Tia_Incapreo@ajg.com">Tia_Incapreo@ajg.com</a> | Co-Producer                        |
| <b>Cary Peters</b><br>Area Senior Vice<br>President              | 217-233-3319       | <a href="mailto:Cary_Peters@ajg.com">Cary_Peters@ajg.com</a>   | Account Manager-Decatur            |
| <b>Donald Smolinski</b><br>Client Service Manager<br>Senior      | 630-694-5196       | Donald_Smolinski@ajg.com                                       | Account Manager-Rolling<br>Meadows |
| <b>Jeremiah Polk</b><br>Client Service Associate                 | 630-438-1675       | Jeremiah_Polk@ajg.com                                          | Technical Services                 |
| <b>Debbie Champion</b><br>Client Service Manager                 | 309-266-2111       | Debbie_Champion@ajg.com                                        | Technical Services                 |

**Arthur J. Gallagher Risk Management Services, Inc.**  
Main Office Phone Number: (630) 773-3800

## Your Program

# City Of Decatur

## Named Insured

| Add /<br>Change /<br>Delete | Named Insured                                                                   | PROPERTY | GENERAL LIABILITY | EXCESS PROPERTY | PUBLIC OFFICIALS | CRIME | AUTO | CYBER LIABILITY |
|-----------------------------|---------------------------------------------------------------------------------|----------|-------------------|-----------------|------------------|-------|------|-----------------|
|                             | City Of Decatur                                                                 | X        | X                 | X               | X                | X     | X    | X               |
|                             | Decatur Metropolitan Exposition,<br>Auditorium and Office Building<br>Authority |          | X                 |                 | X                |       |      |                 |
|                             | Decatur Civic Center                                                            |          | X                 |                 | X                |       |      |                 |

**Note:** Any entity not named in this proposal may not be an insured entity. This may include partnerships and joint ventures.

# City Of Decatur

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## Marketplace Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

| INSURANCE COMPANY                                      | LINE OF COVERAGE            | RESPONSE          | PREMIUM      |
|--------------------------------------------------------|-----------------------------|-------------------|--------------|
| AIX Specialty Insurance Company                        | Property/Casualty Package   | Recommended Quote | \$254,240.00 |
| Travelers Indemnity Company                            | Excess Property             | Recommended Quote | \$68,000.00  |
| Fireman's Fund Insurance Company                       | Excess Property             | Quoted            | \$65,475.00  |
| Federal Insurance Company                              | Equipment Breakdown         | Recommended Quote | \$5,918.00   |
| National Union Fire Insurance Company of Pittsburgh PA | Crime                       | Recommended Quote | \$3,081.00   |
| ACE American Insurance Company                         | Cyber Liability             | Recommended Quote | \$11,525.00  |
| Liberty Mutual Insurance Company                       | Excess Workers Compensation | Recommended Quote | \$611,957.00 |



# City Of Decatur

## Location Schedule

| LINE OF COVERAGE         | LOC # / BLDG # | LOCATION ADDRESS                                |
|--------------------------|----------------|-------------------------------------------------|
| Crime                    | 1/1            | One Gary K. Anderson Plaza<br>Decatur, IL 62523 |
| Package, Excess Property | 1/1            | One Gary K. Anderson Plaza<br>Decatur, IL 62523 |
|                          | 1/1            | Rural Dewitt County<br>Argenta, IL 62501        |
|                          | 11/1           | 3615 Star Route Road<br>Decatur, IL 62521       |
|                          | 12/1           | 2707 E.William<br>Decatur, IL 62521             |
|                          | 13/1           | 1308 W.Eldorado<br>Decatur, IL 62522            |
|                          | 14/1           | 2760 N. 22nd Street<br>Decatur, IL 62526        |
|                          | 15/1           | 318 Christine Dr<br>Decatur, IL 62526           |
|                          | 16/1           | 1800 S Route 51<br>Decatur, IL 62521            |
|                          | 17/1           | 1250 Airport Rd<br>Decatur, IL 62521            |
|                          | 18/1           | 2600 N.Jasper<br>Decatur, IL 62526              |
|                          | 19/1           | 333 S.Franklin<br>Decatur, IL 62523             |
|                          | 2/1            | William & 27th<br>Decatur, IL 62523             |
|                          | 20/1           | 120 North Franklin<br>Decatur, IL 62523         |
|                          | 21/1           | 444 East Main Street<br>Decatur, IL 62523       |
|                          | 22/1           | 2121 S. Imboden Ct.<br>Decatur, IL 62523        |
|                          | 23/1           | Wood & Franklin<br>Decatur, IL 62523            |
|                          | 24/1           | Water & North St<br>Decatur, IL 62523           |
|                          | 27/1           | 1 Gary K. Anderson Plaza<br>Decatur, IL 62523   |
|                          | 28/1           | 555 East Wood Street<br>Decatur, IL 62523       |
|                          | 29/1           | 61 Industry Court<br>Decatur, IL 62523          |

# City Of Decatur

## Location Schedule (Cont.)

| LINE OF COVERAGE | LOC # / BLDG # | LOCATION ADDRESS                                  |
|------------------|----------------|---------------------------------------------------|
|                  | 3/1            | 3635 S. Franklin Street Road<br>Decatur, IL 62521 |
|                  | 30/1           | 353 East William St<br>Decatur, IL 62523          |
|                  | 31/1           | Various Locs<br>Decatur, IL 62521                 |
|                  | 32/1           | 1415 N Water St<br>Decatur, IL 62526              |
|                  | 33/1           | 205 N Water<br>Decatur, IL 62523                  |
|                  | 35/1           | 740 E Sangamon<br>Decatur, IL 62523               |
|                  | 36/1           | 750 E Sangamon<br>Decatur, IL 62523               |
|                  | 37/1           | 707 Southside Drive<br>Decatur, IL 62521          |
|                  | 4/1            | 1288 W. Division<br>Decatur, IL 62523             |
|                  | 5/1            | 1101 E. Garfield<br>Decatur, IL 62523             |
|                  | 6/1            | 1155 S.M.L. King Dr.<br>Decatur, IL 62521         |
|                  | 7/1            | Lincoln Pk. Dr.<br>Decatur, IL 62521              |
|                  | 8/1            | N End of Dam<br>Decatur, IL 62521                 |
|                  | 9/1            | 1901 S Lake Front Rd<br>Decatur, IL 62521         |

# City Of Decatur

## Program Details

**Coverage:** Property  
**Carrier:** AIX Specialty Insurance Company  
**Policy Period:** 10/1/2018 to 10/1/2019

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

### Coinurance or Agreed Amount:

| DESCRIPTION          | AGREED AMOUNT | COINSURANCE % |
|----------------------|---------------|---------------|
| All Covered Property | Yes           | N/A           |

### Coverage:

| SUBJECT OF INSURANCE                                                   | LIMIT TYPE | AMOUNT      | BASIS            |
|------------------------------------------------------------------------|------------|-------------|------------------|
| Coverage Section I - Property: Limit Of Insurance For Each Occurrence: |            | -           |                  |
| Automobile Physical Damage                                             | Limit      | \$1,000,000 |                  |
| Flood & Surface Water                                                  | Limit      | \$1,000,000 | Each Occurrence  |
| Flood & Surface Water                                                  | Limit      | \$1,000,000 | Annual Aggregate |
| Earthquake                                                             | Limit      | \$1,000,000 | Each Occurrence  |
| Earthquake                                                             | Limit      | \$1,000,000 | Annual Aggregate |
| Named Windstorm                                                        | Limit      | \$1,000,000 | Each Occurrence  |
| Business Income With Rental Value                                      | Limit      | \$550,000   | Each Occurrence  |
| Business Income Without Rental Value                                   | Limit      | \$550,000   | Each Occurrence  |

### Deductibles/SIRs:

| TYPE       | COVERAGE                   | AMOUNT    |
|------------|----------------------------|-----------|
| SIR        | Property                   | \$150,000 |
| SIR        | Automobile Physical Damage | \$25,000  |
| SIR        | Mobile Equipment           | \$75,000  |
| Deductible | Maintenance Deductible:    |           |
| Deductible | Property                   | \$1,000   |
| Deductible | Automobile Physical Damage | \$1,000   |
| Deductible | Mobile Equipment           | \$1,000   |

# City Of Decatur

## Program Details (Cont.)

### Additional Coverage:

| DESCRIPTION                                                            | LIMIT TYPE | AMOUNT      |
|------------------------------------------------------------------------|------------|-------------|
| Coverage Section I - Property: Limit Of Insurance For Each Occurrence: |            |             |
| Data Processing Systems                                                | Limit      | \$1,000,000 |
| Data Processing Media                                                  | Limit      | \$1,000,000 |
| Data Processing Extra Expense                                          | Limit      | \$300,000   |
| Valuable Papers                                                        | Limit      | \$1,000,000 |
| Fine Arts                                                              | Limit      | \$225,000   |
| Accounts Receivable                                                    | Limit      | \$1,000,000 |
| Extra Expense                                                          | Limit      | \$1,000,000 |
| Mobile Equipment                                                       | Limit      | \$1,000,000 |
| Transit                                                                | Limit      | \$1,000,000 |
| Automatic Acquisition Clause                                           | Limit      | \$1,000,000 |

### Perils Covered:

| TYPE                | DESCRIPTION |
|---------------------|-------------|
| Special Form Perils | Applies     |

### Endorsements include, but are not limited to:

| DESCRIPTION                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Common Declarations Page                                                                                                                                     |
| Signatures                                                                                                                                                   |
| Protected Self-Insurance Package Coverage Form                                                                                                               |
| Statutory Requirement Endorsement                                                                                                                            |
| Service of Process - IL Endorsement                                                                                                                          |
| Endorsement - Contingent Tax Interruption Coverage                                                                                                           |
| If You Choose to Purchase TRIPRA Coverage Per the Premium Quoted Above and the Attached Disclosure Notice:<br>Cap on Losses from Certified Acts of Terrorism |

### Exclusions include, but are not limited to:

| DESCRIPTION                   |
|-------------------------------|
| Earth Movement Exclusion      |
| Flood Exclusion               |
| Government Action Exclusion   |
| War Exclusion                 |
| Nuclear Hazard, Power Failure |

# City Of Decatur

## Program Details (Cont.)

Exclusions include, but are not limited to:

| DESCRIPTION                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If You Choose not to Purchase TRIPRA Coverage Per the Premium Quoted Above and the Attached Disclosure Notice: Terrorist Activity Exclusions – State Exception |

Binding Requirements:

| DESCRIPTION                                                                                 |
|---------------------------------------------------------------------------------------------|
| Subject to receive the signed and dated TRIPRA disclosure notice in order to bind coverage. |

Other Significant Terms and Conditions/Restrictions:

| DESCRIPTION                                                                                |
|--------------------------------------------------------------------------------------------|
| PSI Program Managers (10.0% Program Management & Underwriting + 1.5% Claims Management)    |
| Property premium \$254,240 includes General Liability Premium and Business Auto Premium    |
| Property TRIA premium \$1,804 includes General Liability Premium and Business Auto Premium |

|                                                                                |              |
|--------------------------------------------------------------------------------|--------------|
| Premium                                                                        | \$254,240.00 |
| ESTIMATED PROGRAM COST                                                         | \$254,240.00 |
| TRIA/TRIPRA PREMIUM<br>(+ Additional Surcharges, Taxes and Fees as applicable) | Included     |

Subject to Audit: N/A



# City Of Decatur

## Program Details

**Coverage:** General Liability

**Carrier:** AIX Specialty Insurance Company

**Policy Period:** 10/1/2018 to 10/1/2019

### Form Type:

| COVERAGE                      | FORM TYPE   | RETROACTIVE DATE | PENDING & PRIOR DATE |
|-------------------------------|-------------|------------------|----------------------|
| General Liability             | Occurrence  | Not Applicable   | Not Applicable       |
| Employee Benefits Liability   | Claims Made | 10/1/1982        |                      |
| Errors & Omissions Liability  | Claims Made | 10/1/1982        |                      |
| Employment Practice Liability | Claims Made | 10/1/1982        |                      |
| Sexual Harassment Liability   | Claims Made | 10/1/1982        |                      |
| Sexual Abuse Liability        | Claims Made | 10/1/1982        |                      |

### Coverage:

| DESCRIPTION                                                                                                                                   | LIMIT TYPE | AMOUNT       |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| All Coverages Under Coverage Section II Combined: Each Occurrence                                                                             | Limit      | \$10,000,000 |
| All Coverages Under Coverage Section II Combined: Annual Aggregate                                                                            | Limit      | \$10,000,000 |
| Errors & Omissions Liability:                                                                                                                 |            | -            |
| - All Coverages Under Coverage Section IV Combined: Each Claim                                                                                | Limit      | \$10,000,000 |
| - All Coverages Under Coverage Section IV Combined: Annual Aggregate                                                                          | Limit      | \$10,000,000 |
| Subject to the following sub-limits / aggregates which are part of and not in addition to the combined Section IV limit and annual aggregate: |            | -            |
| Errors & Omissions:                                                                                                                           |            | -            |
| - Each Claim                                                                                                                                  | Sublimit   | \$10,000,000 |
| - Annual Aggregate                                                                                                                            | Sublimit   | \$10,000,000 |
| Employment Practice Liability:                                                                                                                |            | -            |
| - Each Claim                                                                                                                                  | Sublimit   | \$10,000,000 |
| - Annual Aggregate                                                                                                                            | Sublimit   | \$10,000,000 |
| Sexual Harassment Liability:                                                                                                                  |            | -            |
| - Each Claim                                                                                                                                  | Sublimit   | \$10,000,000 |
| - Annual Aggregate                                                                                                                            | Sublimit   | \$10,000,000 |
| Sexual Abuse Liability:                                                                                                                       |            | -            |
| - Each Claim                                                                                                                                  | Sublimit   | \$10,000,000 |

# City Of Decatur

## Program Details (Cont.)

### Coverage:

| DESCRIPTION                                                            | LIMIT TYPE | AMOUNT       |
|------------------------------------------------------------------------|------------|--------------|
| - Annual Aggregate                                                     | Sublimit   | \$10,000,000 |
| Employee Benefits Liability:                                           |            | -            |
| - All Coverages Under Coverage Section VI Combined: Each Claim         | Limit      | \$10,000,000 |
| - All Coverages Under Coverage Section VI Combined: Annual Aggregate   | Limit      | \$10,000,000 |
| Law Enforcement Liability:                                             |            | -            |
| - All Coverages Under Coverage Section VIII Combined: Each Occurrence  | Limit      | \$10,000,000 |
| - All Coverages Under Coverage Section VIII Combined: Annual Aggregate | Limit      | \$10,000,000 |

### Deductibles/SIRs:

| TYPE | COVERAGE                                          | AMOUNT    |
|------|---------------------------------------------------|-----------|
| SIR  | General Liability                                 | \$150,000 |
| SIR  | Employee Benefits Liability                       | \$150,000 |
| SIR  | Law Enforcement Liability                         | \$150,000 |
| SIR  | Errors & Omissions Liability Unless Listed Below: | \$150,000 |
| SIR  | Errors & Omissions                                | \$150,000 |
| SIR  | Employment Practice Liability                     | \$150,000 |
| SIR  | Sexual Harassment Liability                       | \$150,000 |
| SIR  | Sexual Abuse Liability                            | \$150,000 |

### Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

### Definition of Claim:

| DESCRIPTION                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Claim means all notices or Suits demanding payment of money arising out of Occurrence, Accident, Wrongful Act, Sexual Harassment, Sexual Abuse, Negligent Act, Error or Omission |

# City Of Decatur

## Program Details (Cont.)

### Incident or Claim Reporting Provision:

| REPORTING CONDITION TYPE            | DESCRIPTION          |
|-------------------------------------|----------------------|
| Notice to Third Party Administrator | As soon as practical |

### Extended Reporting Period (ERP) Options\*:

| DESCRIPTION                   | PREMIUM AMOUNT | PREMIUM DUE DATE | LENGTH   | % OF EXPIRING PREMIUM |
|-------------------------------|----------------|------------------|----------|-----------------------|
| Refer to attached policy form | --             | 30 days          | One Year | 100%                  |

\*If ERP coverage is desired, then that request must be in writing to the carrier.

### Endorsements include, but are not limited to:

| DESCRIPTION                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Common Declarations Page                                                                                                                                  |
| Signatures                                                                                                                                                |
| Protected Self-Insurance Package Coverage Form                                                                                                            |
| Statutory Requirement Endorsement                                                                                                                         |
| Service of Process – IL Endorsement                                                                                                                       |
| Endorsement – Contingent Tax Interruption Coverage                                                                                                        |
| Endorsement – Employers Liability                                                                                                                         |
| If You Choose to Purchase TRIPRA Coverage Per the Premium Quoted Above and the Attached Disclosure Notice: Cap on Losses from Certified Acts of Terrorism |

### Exclusions include, but are not limited to:

| COVERAGE TYPE     | DESCRIPTION                                                                                                                                                  |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| General Liability | Bodily Injury and Property Damage from pollutants - Absolute Exclusion                                                                                       |
| General Liability | Losses arising from the ownership maintenance or use of aircraft, autos, or watercraft, with some minor exceptions including certain contractual obligations |
| General Liability | Employment Related Practices Exclusion                                                                                                                       |
| General Liability | Liquor Liability Exclusion                                                                                                                                   |
| General Liability | Aircraft Products Exclusion                                                                                                                                  |
| General Liability | Professional Liability Exclusion                                                                                                                             |
| General Liability | Real Property in Your Care, Custody, and Control Exclusion                                                                                                   |
| General Liability | Absolute Asbestos Exclusion                                                                                                                                  |
| General Liability | Absolute Lead Exclusion                                                                                                                                      |
| General Liability | War and Nuclear Hazard                                                                                                                                       |
| General Liability | Mold / Fungus                                                                                                                                                |

# City Of Decatur

## Program Details (Cont.)

Exclusions include, but are not limited to:

| COVERAGE TYPE     | DESCRIPTION                                                                                                                                                     |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| EBL               | Dishonest, fraudulent, criminal or malicious act or omission                                                                                                    |
| EBL               | Bodily Injury or Property Damage or Personal Injury                                                                                                             |
| EBL               | Failure of performance of contract                                                                                                                              |
| EBL               | Failure of any investment to perform as represented by you                                                                                                      |
| EBL               | Failure to comply with mandatory provisions of any law concerning Workers' Compensation, unemployment insurance, social security or disability benefits         |
| EBL               | Wrongful termination of an employee                                                                                                                             |
| EBL               | Coercion, demotion, reassignment, discipline or harassment of an employee                                                                                       |
| EBL               | Discrimination against an employee                                                                                                                              |
| General Liability | If You Choose not to Purchase Tripura Coverage Per the Premium Quoted Above and the Attached Disclosure Notice: Terrorist Activity Exclusions – State Exception |

### Binding Requirements:

| DESCRIPTION                                                                                 |
|---------------------------------------------------------------------------------------------|
| Subject to receive the signed and dated TRIPRA disclosure notice in order to bind coverage. |

### Other Significant Terms and Conditions/Restrictions:

| DESCRIPTION                                                                             |
|-----------------------------------------------------------------------------------------|
| Insured'S Loss Fund: \$342,281 In the Aggregate Annually                                |
| PSI Program Managers (10.0% Program Management & Underwriting + 1.5% Claims Management) |
| Premium of General Liability shown in Property Coverage.                                |

Premium Included

ESTIMATED PROGRAM COST Included

Subject to Audit:

# City Of Decatur

## Program Details

**Coverage:** Excess Property  
**Carrier:** Travelers Indemnity Company  
**Policy Period:** 10/1/2018 to 10/1/2019

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

### Coinurance or Agreed Amount:

| DESCRIPTION          | AGREED AMOUNT | COINSURANCE % |
|----------------------|---------------|---------------|
| All Covered Property | Yes           | N/A           |

### Coverage:

| SUBJECT OF INSURANCE                      | LIMIT TYPE | AMOUNT                        |
|-------------------------------------------|------------|-------------------------------|
| Limit                                     | Limit      | \$220,835,403 x/s \$1,000,000 |
| Flood w/o A & V                           | Sublimit   | \$10,000,000 x/s \$1,000,000  |
| Earthquake w/o CA, Moderate & High Hazard | Sublimit   | \$10,000,000 x/s \$1,000,000  |

### Additional Underlying Coverage:

| DESCRIPTION                 | LIMIT TYPE | AMOUNT              |
|-----------------------------|------------|---------------------|
| Ordinance or Law            | Sublimit   | \$1,000,000         |
| Newly Acquired Locations    |            | \$2,000,000/90 Days |
| Municipal Sales Tax Revenue | Sublimit   | \$11,000,000        |
| Vehicles                    | Sublimit   | \$24,343,769        |

### Perils Covered:

| TYPE                | DESCRIPTION                                                                                              |
|---------------------|----------------------------------------------------------------------------------------------------------|
| Special Form Perils | Risks of Direct Physical Loss or Damage Including Flood, Earthquake, Excluding Boiler & Machinery, TRIA. |

### Endorsements include, but are not limited to:

| DESCRIPTION                                            |
|--------------------------------------------------------|
| Travelers Excess Property Coverage Form XS P1 00 08 04 |

### Exclusions include, but are not limited to:

| DESCRIPTION              |
|--------------------------|
| Earth Movement Exclusion |



# City Of Decatur

## Program Details (Cont.)

Exclusions include, but are not limited to:

| DESCRIPTION                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Flood Exclusion                                                                                                                                                             |
| Government Action Exclusion                                                                                                                                                 |
| War Exclusion                                                                                                                                                               |
| Nuclear Hazard, Power Failure                                                                                                                                               |
| Protection of Property Expense - Exclusion and Underlying Insurance Limitation                                                                                              |
| "Frame" builder's risk projects are excluded                                                                                                                                |
| Certain computer related losses due to dates or times                                                                                                                       |
| Exclusion of Nuclear Hazard, Fungus, Wet Rot, Dry Rot and Bacteria, War, Military Action, Electronic Vandalism and Pathogenic or Poisonous Biological or Chemical Materials |
| Exclusion for Fungus, Wet Rot, Dry Rot and Bacteria                                                                                                                         |
| Loss Due to Virus or Bacteria                                                                                                                                               |

## Binding Requirements:

| DESCRIPTION                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------|
| Subject to Forward a Copy of the Completed Primary Policy for our Review and Acceptance Within 60 Days of the Effective Date of Coverage. |

## Other Significant Terms and Conditions/Restrictions:

| DESCRIPTION                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TIV: The premium quoted herein is based on the TIV reported below and any changes to this TIV could impact the final premium charged.<br>-PD: \$214,990,303<br>-BI: \$6,995,100<br>Total: \$221,985,403 |
| Premium Includes TRIA Premium of \$0                                                                                                                                                                    |
| All other sublimits: As Per Underlying Quote                                                                                                                                                            |
| This coverage is subject to a 125% Margin Clause applied per location to: Buildings/Business Personal Property/Rents                                                                                    |
| This policy does not provide coverage for over the road.                                                                                                                                                |
| Locations Insured / Coverage Limitations: Various US locations per the Statement of Values on file with the company.                                                                                    |

|                                                                                |                    |
|--------------------------------------------------------------------------------|--------------------|
| <b>Premium</b>                                                                 | <b>\$68,000.00</b> |
| <b>ESTIMATED PROGRAM COST</b>                                                  | <b>\$68,000.00</b> |
| TRIA/TRIPRA PREMIUM<br>(+ Additional Surcharges, Taxes and Fees as applicable) | <b>INCLUDED</b>    |

Subject to Audit: N/A

# City Of Decatur

## Program Details

**Coverage:** Equipment Breakdown  
**Carrier:** Federal Insurance Company  
**Policy Period:** 10/1/2018 to 10/1/2019

| DESCRIPTION                         | AMOUNT        |
|-------------------------------------|---------------|
| Equipment Breakdown – Blanket Limit | \$100,000,000 |

### Deductibles/SIRs:

| COVERAGE                           | AMOUNT   |
|------------------------------------|----------|
| Equipment Breakdown                | \$5,000  |
| Business Income                    | Included |
| Off Premises Property Damage       | \$5,000  |
| Unintentional Errors and Omissions | \$5,000  |
| Pollutant Clean Up or Removal      | \$5,000  |
| Service Interruption               | 12 Hours |
| Dependent Business Income          | 12 Hours |

### Additional Coverage:

| DESCRIPTION                                   | AMOUNT      |
|-----------------------------------------------|-------------|
| Ammonia Contamination                         | \$1,000,000 |
| Expediting Expense                            | \$1,000,000 |
| Water Damage                                  | \$1,000,000 |
| Electronic Data                               | \$1,000,000 |
| Spoilage-Scheduled Locations                  | \$1,000,000 |
| Spoilage-Utility Owned Equipment              | \$1,000,000 |
| Debris Removal                                | \$1,000,000 |
| Business Income-Loss of Utilities             | \$1,000,000 |
| Business Income-Pollutant Clean-Up or Removal | \$100,000   |
| Fungus Clean-Up or Removal                    | \$50,000    |
| Pair and Set                                  | \$50,000    |
| Preparation of Loss Fees                      | \$50,000    |
| Off Premises Property Damage                  | \$1,000,000 |
| Unintentional Errors and Omissions            | \$100,000   |
| Pollutant Clean Up or Removal                 | \$100,000   |
| Business Income Dependent Business Premises   | \$1,000,000 |

# City Of Decatur

## Program Details (Cont.)

### Additional Coverage:

| DESCRIPTION                                                                                                                                                                                                                            | AMOUNT    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Blanket Limit: Applies separately at each premise subject to deductible. Covers: Electronic Data, Expediting Expenses, Public Safety Service Charges, Spoilage - Scheduled Locations, Spoilage - Utility Owned Equipment, Water Damage | \$250,000 |

### Valuations:

| DESCRIPTION         | LIMITATIONS           |
|---------------------|-----------------------|
| Equipment Breakdown | Repair or Replacement |

### Endorsements include, but are not limited to:

| DESCRIPTION                                                                |
|----------------------------------------------------------------------------|
| Exclusion of Certified Acts of Terrorism Endorsement - 43020678 04/01/2011 |
| Named Insured Endorsement - 43020477 04/01/2011                            |
| Schedule of Forms - 43020455 04/01/2011                                    |
| Premium Summary - 43020452 04/01/2011                                      |
| Insuring Agreement - 43020742 04/01/2011                                   |
| Declarations - 43020453 04/01/2011                                         |
| Supplementary Declarations-Property - 43020778 04/01/2011                  |
| Supplementary Declarations-Business Income - 43020786 04/01/2011           |
| Property Damage - 43020783 02/01/2013                                      |
| Business Income With Extra Expense Insurance - 43020784 02/01/2013         |
| Property/Business Income Conditions and Definitions - 43020785 04/01/2011  |

### Exclusions include, but are not limited to:

| DESCRIPTION            |
|------------------------|
| Nuclear Hazard         |
| War or Military Action |
| Earth Movement         |

### Premium

|                               |                   |
|-------------------------------|-------------------|
| <b>ESTIMATED PROGRAM COST</b> | <b>\$5,918.00</b> |
|-------------------------------|-------------------|

**Subject to Audit: N/A**

# City Of Decatur

## Program Details

**Coverage:** Crime

**Carrier:** National Union Fire Insurance Company of Pittsburgh PA

**Policy Period:** 10/1/2018 to 10/1/2019

### Form Type:

| COVERAGE | FORM TYPE      | RETROACTIVE DATE | PENDING & PRIOR DATE |
|----------|----------------|------------------|----------------------|
| Crime    | Loss Sustained | Not Applicable   | Not Applicable       |

### Coverage:

| DESCRIPTION                                            | LIMIT TYPE | AMOUNT    |
|--------------------------------------------------------|------------|-----------|
| Single Loss Coverage Forms:                            |            | -         |
| Employee Theft - Per Loss Coverage                     | Limit      | \$500,000 |
| Forgery or Alteration                                  | Limit      | \$500,000 |
| Inside the Premises - Theft of Money and Securities    | Limit      | \$500,000 |
| Inside Premises - Robbery, Safe Burglary - Other Prop. | Limit      | \$500,000 |
| Outside the Premises                                   | Limit      | \$500,000 |
| Computer Fraud                                         | Limit      | \$500,000 |
| Funds Transfer Fraud                                   | Limit      | \$500,000 |
| Money Orders and Counterfeit Paper Currency            | Limit      | \$500,000 |

### Deductibles/SIRs:

| TYPE       | COVERAGE                                                             | AMOUNT   |
|------------|----------------------------------------------------------------------|----------|
| Deductible | Employee Theft - Per Loss Coverage - Single Loss                     | \$5,000  |
| Deductible | Forgery or Alteration - Single Loss                                  | \$5,000  |
| Deductible | Inside the Premises - Theft of Money and Securities - Single Loss    | \$5,000  |
| Deductible | Inside Premises - Robbery, Safe Burglary - Other Prop. - Single Loss | \$5,000  |
| Deductible | Outside the Premises - Single Loss                                   | \$5,000  |
| Deductible | Computer Fraud - Single Loss                                         | \$5,000  |
| Deductible | Funds Transfer Fraud - Single Loss                                   | \$5,000  |
| Deductible | Money Orders and Counterfeit Paper Currency - Single Loss            | \$5,000  |
| Deductible | Impersonation Fraud Coverage                                         | \$25,000 |

### Additional Coverage:

| DESCRIPTION                                                        | LIMIT TYPE | AMOUNT    |
|--------------------------------------------------------------------|------------|-----------|
| Add Credit, Debit or Charge Card Forgery                           | Limit      | \$500,000 |
| Add Faithful Performance of Duty Coverage for Government Employees | Limit      | \$500,000 |

# City Of Decatur

## Program Details (Cont.)

### Additional Coverage:

| DESCRIPTION                  | LIMIT TYPE | AMOUNT    |
|------------------------------|------------|-----------|
| Impersonation Fraud Coverage | Limit      | \$100,000 |

### Endorsements include, but are not limited to:

| DESCRIPTION                                                                                       |
|---------------------------------------------------------------------------------------------------|
| Government Crime Policy Admitted - CR0027 (05/06)                                                 |
| Illinois Changes - CR0202 05/06                                                                   |
| Illinois Amendatory- Cancellation/Nonrenewal - 52142 07/13                                        |
| Notice of Claim (Reporting by E-Mail) - 99758 08/08                                               |
| Add Credit, Debit or Charge Card Forgery - CR2520 08/07                                           |
| Add Faithful Performance of Duty Coverage for Government Employees - CR2519 05/06                 |
| Include Designated Person Required to Have Knowledge of Loss (Loss Sustained Form) - CR2023 08/07 |
| Impersonation Fraud Coverage (ISO) - 116956 01/17                                                 |
| Include Treasurer or Tax Collectors as Employees - CR2512 08/07                                   |
| Include Volunteer Workers as Employees - CR2509 08/07                                             |
| Economic Sanctions Endorsement - 119679 09/15                                                     |
| Forms Index Endorsement - 78859 10/01                                                             |

### Exclusions include, but are not limited to:

| DESCRIPTION                                                                                                  |
|--------------------------------------------------------------------------------------------------------------|
| Third Party Employee Dishonesty                                                                              |
| Government Action Exclusion                                                                                  |
| Accounting or Arithmetic Errors                                                                              |
| Voluntary Parting of Property                                                                                |
| Loss in which the existence of such loss is only proved by a profit and loss comparison or inventory records |
| Any theft or criminal act committed by a partner of the insured                                              |
| Protected Information Exclusion - 113013 10/12                                                               |
| Indirect or Consequential Loss Exclusion - 113024 10/12                                                      |

### Binding Requirements:

| DESCRIPTION                                          |
|------------------------------------------------------|
| Subject to Updated Signature Page - Prior to Binding |

|                               |                   |
|-------------------------------|-------------------|
| <b>Premium</b>                | <b>\$3,081.00</b> |
| <b>ESTIMATED PROGRAM COST</b> | <b>\$3,081.00</b> |



# City Of Decatur

## Program Details

**Coverage:** Business Auto

**Carrier:** AIX Specialty Insurance Company

**Policy Period:** 10/1/2018 to 10/1/2019

### Coverage:

| DESCRIPTION                                                      | LIMIT TYPE | AMOUNT       |
|------------------------------------------------------------------|------------|--------------|
| All Coverages Under Coverage Section III Combined: Each Accident | Limit      | \$10,000,000 |
| Uninsured/Underinsured Motorist Coverage - Any One Person        | Limit      | \$20,000     |
| Uninsured/Underinsured Motorist Coverage - Any One Occurrence    | Limit      | \$40,000     |

### Deductibles/SIRs:

| TYPE | COVERAGE               | AMOUNT    |
|------|------------------------|-----------|
| SIR  | Self-Insured Retention | \$150,000 |

### Endorsements include, but are not limited to:

| DESCRIPTION                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Common Declarations Page                                                                                                                                  |
| Signatures                                                                                                                                                |
| Protected Self-Insurance Package Coverage Form                                                                                                            |
| Statutory Requirement Endorsement                                                                                                                         |
| Service of Process – IL Endorsement                                                                                                                       |
| Endorsement – Uninsured/Underinsured Motorist Coverage                                                                                                    |
| Endorsement – Contingent Tax Interruption Coverage                                                                                                        |
| If You Choose to Purchase TRIPRA Coverage Per the Premium Quoted Above and the Attached Disclosure Notice: Cap on Losses from Certified Acts of Terrorism |

### Exclusions include, but are not limited to:

| DESCRIPTION                                             |
|---------------------------------------------------------|
| Excluded Drivers                                        |
| Expected or Intended Injury                             |
| Contractual - added back as noted                       |
| Workers' Compensation                                   |
| Employers' Liability                                    |
| Property Damage to Property Owned or Transported by you |

# City Of Decatur

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## Program Details (Cont.)

Exclusions include, but are not limited to:

| DESCRIPTION                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pollution                                                                                                                                                      |
| Other standard policy exclusions apply                                                                                                                         |
| Terrorism                                                                                                                                                      |
| If You Choose not to Purchase TRIPRA Coverage Per the Premium Quoted Above and the Attached Disclosure Notice: Terrorist Activity Exclusions – State Exception |

## Binding Requirements:

| DESCRIPTION                                                                                 |
|---------------------------------------------------------------------------------------------|
| Subject to receive the signed and dated TRIPRA disclosure notice in order to bind coverage. |

## Other Significant Terms and Conditions/Restrictions:

| DESCRIPTION                                                                             |
|-----------------------------------------------------------------------------------------|
| PSI Program Managers (10.0% Program Management & Underwriting + 1.5% Claims Management) |
| Premium of Business Auto shown in Property Coverage.                                    |

## Auto Disclaimer:

Commercial Auto policies utilize a set of coverage symbols to stipulate a category of covered autos. One or more symbols are assigned to each coverage purchased indicating which autos that coverage applies to. Please refer to your policy and make certain that you read and understand the various auto symbols and associated descriptions. Specific symbols may apply to either a particular kind of vehicle or the vehicle's ownership status. The symbols could also differ depending upon whether the coverage is for liability or physical damage. Also, in certain circumstances, an insurance company may agree to provide coverage for an auto scenario that is not described in the auto symbols. When this occurs, a unique symbol and related description is used. If you have any questions regarding the auto symbols or associated descriptions contained in your policy, please contact us.

|                        |          |
|------------------------|----------|
| Premium                | Included |
| ESTIMATED PROGRAM COST | Included |

# City Of Decatur

## Program Details

**Coverage:** Cyber Liability

**Carrier:** ACE American Insurance Company

**Policy Period:** 10/1/2018 to 10/1/2019

**Form Number:**

## Form Type:

| COVERAGE                                                                         | FORM TYPE                | RETROACTIVE DATE | PENDING & PRIOR DATE |
|----------------------------------------------------------------------------------|--------------------------|------------------|----------------------|
| Security/Privacy, and Internet Media Liability                                   | Claims Made and Reported | Full Prior Acts  | 12/11/2014           |
| Data Breach Fund, Digital Asset Loss, Cyber Extortion, and Business Interruption | Occurrence               | Full Prior Acts  | 12/11/2014           |

## Coverage:

| DESCRIPTION                                            | LIMIT TYPE | AMOUNT                  | BASIS                |
|--------------------------------------------------------|------------|-------------------------|----------------------|
| Privacy Liability :                                    | Limit      | \$1,000,000/\$1,000,000 | Each Claim/Aggregate |
| Cyber Incident Response Services                       | Limit      | \$1,000,000/\$1,000,000 | Each Incident/Aggreg |
| Network Security Liability                             | Limit      | \$1,000,000/\$1,000,000 | Each Claim/Aggregate |
| Internet Media Liability                               | Limit      | \$1,000,000/\$1,000,000 | Each Claim/Aggregate |
| Network Extortion                                      | Limit      | \$1,000,000/\$1,000,000 | Each Claim/Aggregate |
| Digital Asset Coverage                                 | Limit      | \$1,000,000/\$1,000,000 | Each Claim/Aggregate |
| Business Interruption                                  | Limit      | \$1,000,000/\$1,000,000 | Each Claim/Aggregate |
| Aggregate Limit of Liability for all coverage Combined | Limit      | \$1,000,000             |                      |

## Deductibles/SIRs:

| TYPE      | COVERAGE                              | AMOUNT   |
|-----------|---------------------------------------|----------|
| Retention | Network Interruption – Waiting Period | 10 hrs   |
| Retention | - Standard Limit - Each Claim         | \$25,000 |

## Defense Limitations:

| COVERAGE TYPE   | DEFENSE COST DOLLAR LIMIT | DEFENSE LIMIT | DEFENSE COST TYPE / COMMENTS                       |
|-----------------|---------------------------|---------------|----------------------------------------------------|
| Cyber Liability | Applies                   |               | Within Policy Limits (expenses erode policy limit) |

# City Of Decatur

## Program Details (Cont.)

### Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (60) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (60) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

### Definition of Claim:

| DESCRIPTION                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| With respect to Insuring Agreement D:                                                                                                                                 |
| a. A written demand against any Insured for monetary or non-monetary damages                                                                                          |
| b. A civil proceeding against any Insured seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading; |
| c. An arbitration proceeding against any Insured seeking monetary damages or non-monetary or injunctive relief                                                        |

### Incident or Claim Reporting Provision:

| REPORTING CONDITION TYPE | DESCRIPTION                                                                                                                                                                                                                                                                       |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Claim                    | Written notice of claim, potential claim, or circumstance (breach) shall be sent to the carrier as soon as practicable, but no later than 30 days after the end of policy period or ERP:                                                                                          |
| Claim                    | Data Breach Coach Hotline: 1 (800) 817-2665 ; Mail/Overnight: Director of Claims, ACE Professional Risk, P.O. Box 5150, Scranton, PA 18505-0518; ACEClaimsFirstNotice@acegroup.com; Network Extortion Claims Hotline 1-800-523-9254 – For urgent Network Extortion Threat support |

### Extended Reporting Period (ERP) Options\*:

| DESCRIPTION               | PREMIUM AMOUNT | PREMIUM DUE DATE | LENGTH    | % OF EXPIRING PREMIUM |
|---------------------------|----------------|------------------|-----------|-----------------------|
| Extended Reporting Period | --             | 60 Days          | 12 months | 100%                  |

\*If ERP coverage is desired, then that request must be in writing to the carrier.

|                                        |                    |
|----------------------------------------|--------------------|
| Premium                                | \$11,525.00        |
| <b>ESTIMATED PROGRAM COST</b>          | <b>\$11,525.00</b> |
| <b>Subject to Audit: Not Auditable</b> |                    |
| Optional Quote 1: \$2,000,000 Limit    | \$18,601.00        |
| Optional Quote 2: \$3,000,000 Limit    | \$24,848.00        |

# City Of Decatur

## Program Details

**Coverage:** Excess Workers Compensation  
**Carrier:** Liberty Mutual Insurance Company  
**Policy Period:** 10/1/2018 to 10/1/2019

### Form Type:

| COVERAGE                    | FORM TYPE  | RETROACTIVE DATE | PENDING & PRIOR DATE |
|-----------------------------|------------|------------------|----------------------|
| Excess Workers Compensation | Occurrence | Not Applicable   | Not Applicable       |

### Coverage:

| DESCRIPTION                                                       | AMOUNT         |
|-------------------------------------------------------------------|----------------|
| Limit of Indemnity for Each Accident or Each Employee for Disease | \$50,000,000   |
| Employer's Liability                                              | \$1,000,000    |
| Combined WC & EL                                                  | Not Applicable |
| Aggregate Limit of Indemnity Each Policy Period                   | Not Applicable |

### Deductibles/SIR:

| TYPE      | COVERAGE             | AMOUNT    |
|-----------|----------------------|-----------|
| Retention | Workers Compensation | \$500,000 |
| Retention | Employee Liability   | \$500,000 |

### Premium Basis:

| DESCRIPTION | FACTOR       |
|-------------|--------------|
| Payroll     | 1.6444/\$100 |

### States:

| DESCRIPTION     | STATE |
|-----------------|-------|
| States Covered: | IL    |

### Endorsements include, but are not limited to:

| DESCRIPTION                                                                                       |
|---------------------------------------------------------------------------------------------------|
| Amendatory Endorsement (Paragraph D in Part Seven) GPO 4328                                       |
| Amendatory Endorsement - Notice of Accident GPO 4328                                              |
| Amendatory Endorsement (Change in TPA) GPO 4330                                                   |
| Definition of Remuneration GPO 4986 08 09                                                         |
| Employers Liability Insurance Endorsement GPO 4321                                                |
| Excess Insurance Policy for Self-Insurer of Workers Compensation and Employers Liability GPO 4244 |



# City Of Decatur

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## Program Details (Cont.)

**Endorsements include, but are not limited to:**

| DESCRIPTION                                       |
|---------------------------------------------------|
| FELA Exclusion Endorsement GPO 4354               |
| Knowledge Of Occurrence GPO 4351                  |
| Maritime Exclusion Endorsement GPO 4313           |
| Notice Of Occurrence GPO 4350                     |
| Terrorism Risk Insurance Act Endorsement GPO 4807 |
| Unintentional Failure to Disclose GPO 4349        |
| Who is Insured Amendatory Endorsement GPO 4333    |

**Exclusions include, but are not limited to:**

| DESCRIPTION                   |
|-------------------------------|
| Maritime                      |
| FELA                          |
| Punitive or Exemplary Damages |

**Other Significant Terms and Condition/Restrictions:**

| DESCRIPTION                                  |
|----------------------------------------------|
| Policy is subject to annual audit of payroll |
| The payroll is estimates at \$36,026,353     |
| TRIA = \$19,540                              |

|                               |                     |
|-------------------------------|---------------------|
| <b>Premium</b>                | <b>\$611,957.00</b> |
| <b>ESTIMATED PROGRAM COST</b> | <b>\$611,957.00</b> |
| <b>Minimum Premium (90%)</b>  | <b>\$533,176.00</b> |

# City Of Decatur

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## Program Details

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# City Of Decatur

## Premium Summary

The estimated program cost for the options are outlined in the following table:

| LINE OF COVERAGE                    |                       | EXPIRING PROGRAM              |                       | PROPOSED PROGRAM              |                       |
|-------------------------------------|-----------------------|-------------------------------|-----------------------|-------------------------------|-----------------------|
|                                     |                       | CARRIER                       | EXPIRING COST         | CARRIER                       | ESTIMATED COST        |
| <b>Property/Casualty Package</b>    | Premium               | AIX Specialty Insurance       | \$247,178.00          | AIX Specialty Insurance       | \$254,240.00          |
|                                     | Taxes                 | Company (Hanover Insurance    | \$9,640.00            | Company (Hanover Insurance    | \$9,915.00            |
|                                     | Total Fees            | Companies)                    | \$494.00              | Companies)                    | \$318.00              |
|                                     | <b>Estimated Cost</b> |                               | -                     |                               | <b>\$264,473.00</b>   |
|                                     | Annualized Cost       |                               | <b>\$257,312.00</b>   |                               | -                     |
| <b>Excess Property</b>              | TRIA Premium          |                               | Included              |                               | Included              |
|                                     | Premium               | Travelers Indemnity Company   | \$71,000.00           | Travelers Indemnity Company   | \$68,000.00           |
|                                     | <b>Estimated Cost</b> | (The Travelers Companies,     | -                     | (The Travelers Companies,     | <b>\$68,000.00</b>    |
|                                     | Annualized Cost       | Inc.)                         | <b>\$71,000.00</b>    | Inc.)                         | -                     |
|                                     | TRIA Premium          |                               | Included              |                               | Included              |
| <b>Equipment Breakdown</b>          | Premium               | Federal Insurance Company     | \$5,861.00            | Federal Insurance Company     | \$5,918.00            |
|                                     | <b>Estimated Cost</b> | (Chubb Group of Insurance     | -                     | (Chubb Group of Insurance     | <b>\$5,918.00</b>     |
|                                     | Annualized Cost       | Companies)                    | <b>\$5,861.00</b>     | Companies)                    | -                     |
|                                     | TRIA Premium          |                               | Excluded              |                               | Included              |
| <b>Crime</b>                        | Premium               | National Union Fire Insurance | \$3,029.00            | National Union Fire Insurance | \$3,081.00            |
|                                     | <b>Estimated Cost</b> | Company of Pittsburgh PA      | -                     | Company of Pittsburgh PA      | <b>\$3,081.00</b>     |
|                                     | Annualized Cost       | (American International       | <b>\$3,029.00</b>     | (American International       | -                     |
|                                     | TRIA Premium          | Group, Inc)                   | NA                    | Group, Inc)                   | NA                    |
| <b>Cyber Liability</b>              | Premium               | ACE American Insurance        | \$11,523.00           | ACE American Insurance        | \$11,525.00           |
|                                     | <b>Estimated Cost</b> | Company (Chubb Group)         | -                     | Company (Chubb Group)         | <b>\$11,525.00</b>    |
|                                     | Annualized Cost       |                               | <b>\$11,523.00</b>    |                               | -                     |
|                                     | TRIA Premium          |                               | NA                    |                               | NA                    |
| <b>Excess Workers Compensation</b>  | Premium               | Liberty Mutual Insurance      | \$652,429.00          | Liberty Mutual Insurance      | \$611,957.00          |
|                                     | <b>Estimated Cost</b> | Company (Liberty Mutual       | -                     | Company (Liberty Mutual       | <b>\$611,957.00</b>   |
|                                     | Annualized Cost       | Holding Company, Inc.)        | <b>\$652,429.00</b>   | Holding Company, Inc.)        | -                     |
|                                     | TRIA Premium          |                               | Included              |                               | Included              |
| <b>Broker Fee</b>                   | Annualized Cost       | Arthur J. Gallagher RMS       | <b>\$62,000.00</b>    | Arthur J. Gallagher RMS       | <b>\$62,000.00</b>    |
|                                     |                       |                               | <b>\$1,063,154.00</b> |                               | <b>\$1,026,954.00</b> |
| <b>Total Estimated Program Cost</b> |                       |                               |                       |                               |                       |

# City Of Decatur

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## Premium Summary

Quote from **National Union Fire Insurance Company of Pittsburgh PA (American International Group, Inc)** is valid until **10/1/2018**  
Quote from **ACE American Insurance Company (Chubb Group)** is valid until **10/01/2018**  
Quote from **Federal Insurance Company (Chubb Group of Insurance Companies)** is valid until **10/01/2018**  
Quote from **Travelers Indemnity Company (The Travelers Companies, Inc.)** is valid until **9/30/2018**  
Quote from **Liberty Mutual Insurance Company (Liberty Mutual Holding Company, Inc.)** is valid until **10/01/2018**  
Quote from **AIX Specialty Insurance Company (Hanover Insurance Companies)** is valid until **10/1/2018**

Gallagher is responsible for the placement of the following lines of coverage:

- Property**
- General Liability**
- Excess Property**
- Equipment Breakdown**
- Crime**
- Business Auto**
- Cyber Liability**
- Excess Workers Compensation**

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

# City Of Decatur

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## Payment Plans

| CARRIER                                                                                           | LINE OF COVERAGE            | PAYMENT SCHEDULE                                                                                                                               | PAYMENT METHOD |
|---------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>AIX Specialty Insurance Company (Hanover Insurance Companies)</b>                              | Property/Casualty Package   | Premium is minimum & deposit. Loss Fund is fully earned at Inception. Premium is payable in two equal installments due 10/1/2018 and 4/1/2019. | Agency Bill    |
| <b>Travelers Indemnity Company (The Travelers Companies, Inc.)</b>                                | Excess Property             | Premium due date: 11/15/17 (45 days from inception)                                                                                            | Agency Bill    |
| <b>Federal Insurance Company (Chubb Group of Insurance Companies)</b>                             | Equipment Breakdown         | Annual pre-pay                                                                                                                                 | Agency Bill    |
| <b>National Union Fire Insurance Company of Pittsburgh PA (American International Group, Inc)</b> | Crime                       | Annual pre-pay                                                                                                                                 | Agency Bill    |
| <b>ACE American Insurance Company (Chubb Group)</b>                                               | Cyber Liability             | Annual pre-pay                                                                                                                                 | Agency Bill    |
| <b>Liberty Mutual Insurance Company (Liberty Mutual Holding Company, Inc.)</b>                    | Excess Workers Compensation | 25% deposit; 8 equal installments                                                                                                              | Agency Bill    |



# City Of Decatur

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## Changes / Developments

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

1. Changes in any operation such as expansion to other states or new products.
2. Mergers and/or acquisition of new companies.
3. Any newly assumed contractual liability, granting of indemnities, or hold harmless agreements.
4. Circumstances which may require increased liability insurance limits.
5. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
6. Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.
7. Property of yours that is in transit, unless we have previously arranged for the insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied.

☐ No Changes and/or Developments

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Proposal Disclosures

## Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

**Proposal Disclaimer**      IMPORTANT: The proposal is an outline of certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

**Compensation Disclosure**      One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional compensation if stipulated underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the particular insurance company and/or through the particular intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in certain commission rates. These additional commissions, commonly referred to as "supplemental commissions" are frequently known as of the effective date of the applicable insurance placement, but some insurance companies pay this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage placed through Gallagher.
3. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.
4. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility is utilized in the placement of a client's account, the facility may earn and retain customary brokerage commission or fees for its work.
5. Gallagher assists its clients in procuring premium finance quotes and unless prohibited by law may earn compensation for this optional value-added service.
6. From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.
7. Gallagher strives to find appropriate coverage at a competitive price for our clients. In order to achieve these goals, we gather and analyze data about our clients and their insurance coverage. This

## Proposal Disclosures (Cont.)

data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our clients. This data may also be provided to insurers pursuant to consulting service agreements from which we earn fees.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please contact Gallagher via e-mail at [Compensation\\_Complaints@ajg.com](mailto:Compensation_Complaints@ajg.com) or by regular mail at:

AJG Chief Compliance Officer  
Arthur J. Gallagher & Co.  
2850 Golf Rd., 8th Floor  
Rolling Meadows, IL 60008

### **TRIA/TRIPRA Disclaimer**

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

### **Property Estimator Disclaimer**

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

### **Actuarial Disclaimer**

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher Risk Management Services, Inc.. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.

# City Of Decatur

## Insurance Company Ratings and Admitted Status

| PROPOSED INSURANCE COMPANIES                                  | A.M. BEST'S RATING | ADMITTED / NON-ADMITTED |
|---------------------------------------------------------------|--------------------|-------------------------|
| <b>AIX Specialty Insurance Company</b>                        | A XV               | Non-Admitted            |
| <b>Federal Insurance Company</b>                              | A++ XV             | Admitted                |
| <b>ACE American Insurance Company</b>                         | A++ XV             | Admitted                |
| <b>Liberty Mutual Insurance Company</b>                       | A XV               | Admitted                |
| <b>National Union Fire Insurance Company of Pittsburgh PA</b> | A XV               | Admitted                |
| <b>Fireman's Fund Insurance Company</b>                       | A+ XV              | Admitted                |
| <b>Travelers Indemnity Company</b>                            | A++ XV             | Admitted                |

If the above indicated coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

\*The above A.M. Best Rating was verified on the date the proposal document was created.

### Guide to Best Ratings Rating Levels and Categories

| LEVEL   | CATEGORY                     | Financial Size Categories<br>(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds) |                    |          |                        |
|---------|------------------------------|-----------------------------------------------------------------------------------------------------------|--------------------|----------|------------------------|
| A++, A+ | Superior                     | FSC I                                                                                                     | Up to 1,000        | FSC IX   | 250,000 to 500,000     |
| A, A-   | Excellent                    | FSC II                                                                                                    | 1,000 to 2,000     | FSC X    | 500,000 to 750,000     |
| B++, B+ | Good                         | FSC III                                                                                                   | 2,000 to 5,000     | FSC XI   | 750,000 to 1,000,000   |
| B, B-   | Fair                         | FSC IV                                                                                                    | 5,000 to 10,000    | FSC XII  | 1,000,000 to 1,250,000 |
| C++, C+ | Marginal                     | FSC V                                                                                                     | 10,000 to 25,000   | FSC XIII | 1,250,000 to 1,500,000 |
| C, C-   | Weak                         | FSC VI                                                                                                    | 25,000 to 50,000   | FSC XIV  | 1,500,000 to 2,000,000 |
| D       | Poor                         | FSC VII                                                                                                   | 50,000 to 100,000  | FSC XV   | 2,000,000 or more      |
| E       | Under Regulatory Supervision | FSC VIII                                                                                                  | 100,000 to 250,000 |          |                        |
| F       | In Liquidation               |                                                                                                           |                    |          |                        |
| S       | Suspended                    |                                                                                                           |                    |          |                        |

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at <http://www.ambest.com/ratings/notice>.

Best's Credit Ratings are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings and Best Credit Reports (which include Best Ratings), visit the A.M. Best website at <http://www.ambest.com>. See Guide to Best's Credit Ratings for explanation of use and charges. Copies of the Best's Insurance Reports for carriers listed above are also available upon request of your Gallagher representative.

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Gallagher companies use A.M. Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



## Insurance Company Ratings and Admitted Status (Cont.)

| BEST'S FINANCIAL STRENGTH RATING GUIDE - (FSR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                                                                                                                               |
| Best's Financial Strength Rating (FSR) Scale                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                                                                                                                               |
| Rating Categories                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Rating Symbols                                                                                                                                                                                                                                                                                                                                                        | Rating Notches* | Category Definitions                                                                                                                                                                                                          |
| Superior                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | A+                                                                                                                                                                                                                                                                                                                                                                    | A++             | Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.                                                                                                    |
| Excellent                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | A                                                                                                                                                                                                                                                                                                                                                                     | A-              | Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.                                                                                                  |
| Good                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | B+                                                                                                                                                                                                                                                                                                                                                                    | B++             | Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.                                                                                                        |
| Fair                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | B                                                                                                                                                                                                                                                                                                                                                                     | B-              | Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.           |
| Marginal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | C+                                                                                                                                                                                                                                                                                                                                                                    | C++             | Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.       |
| Weak                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | C                                                                                                                                                                                                                                                                                                                                                                     | C-              | Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.      |
| Poor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | D                                                                                                                                                                                                                                                                                                                                                                     | -               | Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions. |
| * Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                                                                                                                               |
| FSR Non-Rating Designations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                                                                                                                               |
| Designation Symbols                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Designation Definitions                                                                                                                                                                                                                                                                                                                                               |                 |                                                                                                                                                                                                                               |
| E                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Status assigned to insurance companies that are publicly placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal ongoing insurance operations; an impaired insurer.                                             |                 |                                                                                                                                                                                                                               |
| F                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Status assigned to insurance companies that are publicly placed in liquidation by a court of law or by a forced liquidation; an impaired insurer.                                                                                                                                                                                                                     |                 |                                                                                                                                                                                                                               |
| S                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements. |                 |                                                                                                                                                                                                                               |
| NR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AMBRS.                                                                                                                                                                                               |                 |                                                                                                                                                                                                                               |
| Rating Disclosure - Use and Limitations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                                                                                                                               |
| A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance and business profile or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AMBRS) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AMBRS. |                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                                                                                                                               |
| BCRs are distributed via the AMBRS website at <a href="http://www.ambest.com">www.ambest.com</a> . For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Understanding Best's Credit Ratings" available at no charge on the AMBRS website. BCRs are proprietary and may not be reproduced without permission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                                                                                                                               |
| Copyright © 2016 by A.M. Best Company, Inc. and/or its affiliates. ALL RIGHTS RESERVED.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                                                                                                                               |
| Version 090116                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                                                                                                                               |



## Client Signature Requirements

# City Of Decatur

## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 8/24/2018, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

|                                                                 | LINE OF COVERAGE            | CARRIER                                                                                    |
|-----------------------------------------------------------------|-----------------------------|--------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Property/Casualty Package   | AIX Specialty Insurance Company (Hanover Insurance Companies)                              |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | TRIA Coverage               |                                                                                            |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Excess Property             | Travelers Indemnity Company (The Travelers Companies, Inc.)                                |
| Included                                                        | TRIA Coverage               |                                                                                            |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Excess Property             | Fireman's Fund Insurance Company (Allianz Group of Insurance Companies)                    |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | TRIA Coverage               |                                                                                            |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Equipment Breakdown         | Federal Insurance Company (Chubb Group of Insurance Companies)                             |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | TRIA Coverage               |                                                                                            |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Crime                       | National Union Fire Insurance Company of Pittsburgh PA (American International Group, Inc) |
| Not Applicable                                                  | TRIA Coverage               |                                                                                            |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Cyber Liability-\$1M limit  | ACE American Insurance Company (Chubb Group)                                               |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Cyber Liability-\$2M limit  |                                                                                            |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Cyber Liability-\$3M limit  |                                                                                            |
| Included                                                        | TRIA Coverage               |                                                                                            |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | Excess Workers Compensation | Liberty Mutual Insurance Company (Liberty Mutual Holding Company, Inc.)                    |
| Included                                                        | TRIA Coverage               |                                                                                            |

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

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# City Of Decatur

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## Client Authorization to Bind Coverage (Cont.)

Producer/ Insured Coverage Amendments and Notes:

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Client Initials

# City Of Decatur

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## Client Authorization to Bind Coverage

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By:

\_\_\_\_\_  
Print Name (Specify Title)

\_\_\_\_\_  
Signature

Date:

\_\_\_\_\_



## Appendix

# Next-Generation eRiskHub®

The dangers of data breaches are far reaching, and the severity of these is being felt at all levels. You hear about the large ones like Anthem, Target and Sony, but in reality any organization that houses valuable information is a potential target from a range of vulnerabilities such as hackers to rogue employees. As an Arthur J. Gallagher & Co. client, you will receive complimentary access to the Gallagher eRiskHub; a dynamic cyber risk management tool that can help your organization be more proactive in assessing your cyber risk posture.

All Gallagher clients have access to the Gallagher eRiskHub, and if you have not registered for access we recommend you do so today.

## To access the Gallagher eRiskHub now:

1. Navigate to <https://eriskhub.com/gallagher>
2. Complete the new user registration at the bottom of the page. You pick your own user ID and password. The access code is **08167**
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located in the top right of the page.

## Key Features of the Gallagher eRiskHub:

- **Gallagher Cyber Risk Due Diligence** — A six-step process designed to walk our clients through a simple thought-provoking framework to encourage organizational communication, establish clear direction, and highlight priorities to better understand your cyber risk profile.
- **Security & Privacy Training** — An overview of best practices for creating an effective security training program for your employees.
- **News Center** — Keep up to date on what is going on in the world of cyber risk through handpicked articles, feeds and blogs.
- **Learning Center** — An extensive collection of white papers, articles, webinars, videos and blog posts on a variety of topics. Looking for something specific? Try the search box in the top right of the page to search the entire Gallagher eRiskHub.
- **Risk Manager Tools** — A collection of tools with many different purposes such as researching known breach events, calculating your potential cost of a breach event and downloading free sample policies your organization can use as templates.
- **eRisk Resources** — Information on third-party vendors that can assist your organization with improving your overall cyber risk.

If you have any questions about the Gallagher eRiskHub, please reach out to Adam Cottini at [adam\\_cottini@ajg.com](mailto:adam_cottini@ajg.com) or the eRiskHub support staff at [support@eriskhub.com](mailto:support@eriskhub.com).

## Gallagher Cyber Liability Practice

Adam Cottini  
250 Park Avenue  
New York, NY 10177  
212.994.7048  
[www.ajg.com/cyber](http://www.ajg.com/cyber)

# City Of Decatur

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## Claims Reporting By Policy

### Direct Reporting

Immediately report all claims for the following lines of coverage to the insurance carrier.

For Workers Compensation, General Liability, Property, and Automobile claims report to:

TPA or Carrier Name: Gallagher Bassett Services, Inc.  
By Mail – Address: P.O. Box 8009  
Two Pierce Place  
Itasca, IL 60143  
By Phone: (800) 227-7391  
By Fax: (847) 240-6660

For Boiler & Machinery claims report to:

TPA or Carrier Name: Chubb Group of Insurance Companies  
By Mail – Address: Claim Service Center  
600 Independence Way  
P.O. Box 4700  
Chesapeake, VA 23327-4700  
By Phone: (800) 252-4670

For Crime claims report to:

TPA or Carrier Name: AIG  
By Mail – Address: Financial Lines  
P.O. Box 25947  
Shawnee Mission, KS 66225  
By Fax: (866) 227-1750  
By Email: [c-claim@aig.com](mailto:c-claim@aig.com)

For Cyber claims report to:

Carrier Name: ACE North America Claims  
By Mail – Address: P.O. Box 5122  
Scranton, PA 18505  
By Fax: (877) 395-0131  
By Email: [aceclaimsfirstnotice@acegroup.com](mailto:aceclaimsfirstnotice@acegroup.com)

# City Of Decatur

## Bindable Quotations & Compensation Disclosure Schedule

Client Name: City Of Decatur

| COVERAGE(S)                 | CARRIER NAME(S)                                                                             | EST.<br>ANNUAL<br>PREMIUM <sup>1</sup> | COMM.%<br>OR FEE <sup>2</sup> | WHOLESALE, MGA OR INTERMEDIARY |                               |                      |
|-----------------------------|---------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------|--------------------------------|-------------------------------|----------------------|
|                             |                                                                                             |                                        |                               | NAME <sup>3</sup>              | COMM.%<br>OR FEE <sup>4</sup> | AJG OWNED?<br>YES/NO |
| Property/Casualty Package   | AIX Specialty Insurance Company (Hanover Insurance Companies)                               | \$254,240.00                           | 0 %                           | Risk Placement Services        | 11.5 %                        | Yes                  |
| Excess Property             | Travelers Indemnity Company (The Travelers Companies, Inc.)                                 | \$68,000.00                            | 0 %                           | N/A                            |                               |                      |
| Excess Property             | Fireman's Fund Insurance Company (Allianz Group of Insurance Companies)                     | \$65,475.00                            | 0 %                           | N/A                            |                               |                      |
| Equipment Breakdown         | Federal Insurance Company (Chubb Group of Insurance Companies)                              | \$5,918.00                             | 0 %                           | N/A                            |                               |                      |
| Crime                       | National Union Fire Insurance Company of Pittsburgh PA (American International Group, Inc.) | \$3,081.00                             | 0 %                           | AJG Bond                       | 15 %                          | Yes                  |
| Cyber Liability             | ACE American Insurance Company (Chubb Group)                                                | \$11,525.00                            | 0 %                           | AJG Management Liability       | 7.75 %                        | Yes                  |
| Excess Workers Compensation | Liberty Mutual Insurance Company (Liberty Mutual Holding Company, Inc.)                     | \$611,957.00                           | 0 %                           | N/A                            |                               |                      |

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the [Compensation Disclosure](#) or contact your Gallagher representative for additional information.

1 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

2 The commission rate is a percentage of annual premium excluding taxes & fees.

\* Gallagher is receiving \_\_\_\_\_ % commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

3 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

4 \* The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.

**RESOLUTION NO. R2018 - \_\_\_\_\_**

**RESOLUTION AUTHORIZING EXCESS WORKERS COMPENSATION  
INSURANCE COVERAGE FOR THE CITY OF DECATUR, ILLINOIS  
FOR THE POLICY PERIOD OCTOBER 1, 2018 TO OCTOBER 1, 2019**

---

WHEREAS, the City of Decatur current business insurance coverage shall expire September 30, 2018, and,

WHEREAS, the City of Decatur is in need of excess workers compensation insurance coverage for the period October 1, 2018 through October 1, 2019; and

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. has secured quotes on the City's behalf for excess workers compensation insurance for the period October 1, 2018 through October 1, 2019; and,

WHEREAS, Liberty Mutual Insurance Company (Liberty Mutual Holding Company, Inc.) has submitted a quote to supply excess workers compensation insurance in the amount of \$611,957.00.00.

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

Section 1. That the quote of Liberty Mutual Insurance Company (Liberty Mutual Holding Company, Inc.) to supply excess workers compensation insurance in the amount of \$611,957.00 to the City of Decatur be, and the same is hereby, accepted and approved.

Section 2. That the City Manager be, and is hereby authorized to direct Risk Management to execute the Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services for the afore-mentioned service in accordance with the quotes as submitted by said companies.

PRESENTED AND ADOPTED this 4<sup>th</sup> day of September, 2018.

\_\_\_\_\_  
Julie Moore Wolfe, Mayor

ATTEST:

\_\_\_\_\_  
Debra Bright  
CITY CLERK



**RESOLUTION NO. R2018 - \_\_\_\_\_**

**RESOLUTION AUTHORIZING EXCESS PROPERTY INSURANCE  
COVERAGE FOR THE CITY OF DECATUR, ILLINOIS  
FOR THE POLICY PERIOD OCTOBER 1, 2018 TO OCTOBER 1, 2019**

---

WHEREAS, the City of Decatur current business insurance coverage shall expire September 30, 2018, and,

WHEREAS, the City of Decatur is in need of excess property insurance coverage for the period October 1, 2018 through October 1, 2019; and

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. has secured quotes on the City's behalf for excess property insurance for the period October 1, 2018 through October 1, 2019; and,

WHEREAS, Travelers Indemnity Company (The Travelers Companies, Inc.) has submitted a quote to supply excess property insurance in the amount of \$68,000.00.

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

Section 1. That the quote of Travelers Indemnity Company (The Travelers Companies, Inc.) to supply excess property insurance in the amount of \$68,000.00 to the City of Decatur be, and the same is hereby, accepted and approved.

Section 2. That the City Manager be, and is hereby authorized to direct Risk Management to execute the Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services for the afore-mentioned service in accordance with the quotes as submitted by said companies.

PRESENTED AND ADOPTED this 4<sup>th</sup> day of September, 2018.

---

Julie Moore Wolfe, Mayor

ATTEST:

---

Debra Bright  
CITY CLERK

City Clerk

**DATE:** 8/28/2018

**MEMO:** 2018-36

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

**FROM:** Billy Tyus, Interim City Manager  
Debbie Bright, City Clerk

**SUBJECT:** Amended Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block Merchant Street Northeast Community - Fund Feed the Fund

**SUMMARY RECOMMENDATION:** Staff requests that City Council approve the proposed Ordinance authorizing consumption of alcoholic liquor on public rights-of-way 100 block Merchant Street between East Prairie Avenue and East Main Street for Northeast Community Fund for the Feed the Fund event.

**ATTACHMENTS:**

| Description          | Type            |
|----------------------|-----------------|
| Ordinance            | Ordinance       |
| Supporting Documents | Backup Material |

**ORDINANCE NO. 2018-\_\_\_\_\_**

**ORDINANCE AUTHORIZING CONSUMPTION OF ALCOHOLIC LIQUOR  
ON PUBLIC RIGHTS-OF-WAY  
100 BLOCK MERCHANT STREET  
NORTHEAST COMMUNITY FUND  
-FEED THE FUND-  
SEPTEMBER 29, 2018**

WHEREAS, Northeast Community Fund has requested the closure of the 100 block of Merchant Street between East Prairie Avenue and East Main Street for the Feed the Fund event; and,

WHEREAS, it is the intention of Northeast Community Fund to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in the 100 Block Merchant Street between East Prairie Avenue and East Main Street requires the express approval of the City Council.

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

Section 1. That on the day listed herein, and only on such day, between the hours listed opposite said day, alcoholic beverages may be consumed in the 100 Block Merchant Street, between East Prairie Avenue and East Main Street, said day and hours being particularly described as follows:

Saturday, September 29, 2018                      2:00 p.m. – 12:00 p.m. (midnight)

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That this ordinance is expressly conditioned and approved upon Northeast Community Fund providing to the City of Decatur an agreement which will hold the City of Decatur harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That all debris shall be removed by Northeast Community Fund prior to reopening public rights-of-way.

Section 5. That except as otherwise provided herein, the provisions of Section 34 (a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 4th day of September, 2018.

---

Julie Moore Wolfe, Mayor

ATTEST:

---

City Clerk

## HOLD HARMLESS and INDEMNIFICATION AGREEMENT

The Northeast Community Fund, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, in the 100 block of Merchant Street for the Feed the Fund event on the following date and time:

Saturday, September 29, 2018  
(midnight)

2:00 p.m. – 12:00 a.m.

by the sponsoring agency, its officers, agents, employees, and registrants.

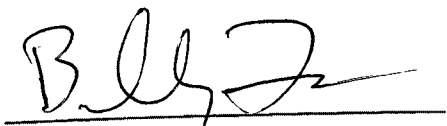
Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

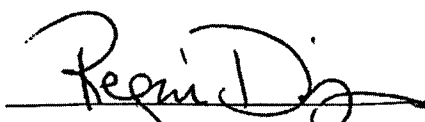
If a temporary liquor license is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency's insurance will be primary.

For City of Decatur, Illinois:

For Sponsoring Agency:

Northeast Community Fund

  
Authorized Representative

 Board Pres.  
Authorized Representative

8-29-2018  
Date

8-28-18  
Date



August 17, 2018

Dear Members of the Decatur City Council,

The Northeast Community Fund (EIN [REDACTED]) has been serving the most vulnerable Macon County residents for the last 49 years. What began as a small food pantry has grown into a critical social impact organization. Every week we assist hundreds of families with basic needs such as food, clothing, household goods and monies for things like baby formula and wipes, emergency lodging, obtaining IDs, prescription medicines, and utility payments. We also offer two programs that are meant to help the working poor move towards financial independence. The first is a micro-finance program that allows clients to eradicate their pay day or title loan in an amount up to \$1000. The second program is a 3-year commitment from families to work with a staff member and mentor to achieve short and long term goals to move towards self-sufficiency.

Northeast Community Fund is in the midst of a capital campaign to raise funds for a new facility located at 839 N. MLK Jr. St. Our current space is limiting our ability to provide the best services we can to all who seek our help. We hosted a successful ground breaking in July and want to continue momentum to finish the fundraising efforts. In this spirit, we would like to host a fundraiser event on September 29, 2018 that would include the closure of Merchant St. from 2pm until midnight. The farm to table themed evening event will require action and authority from the Council, as alcohol will be served on a public right of way. Rodney Powell, of Robbie's Grill, will be securing a caterer's license from the City and securing the required signatures/approval from Merchant St. businesses and tenants. Northeast Community Fund will be contacting the appropriate representatives from the Police, Fire and Streets divisions for approval, as well.

We would appreciate approval by the Council to host this event. Please see the below contacts for further questions or concerns.

Thank you for your consideration.

Sincerely,

Regan Deering

Board Member & Capital Campaign Chair, [REDACTED]

Jerry Pelz

Executive Director, [REDACTED]