



**Tuesday, June 20, 2023
5:30 PM
City Council Chamber**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of June 5, 2023 City Council Meeting

IV. Unfinished Business

V. New Business

1. Discussion Item - Proposed Amendments to City Code Chapter 52, Alcoholic Liquor
2. Treasurer's Financial Report
3. An Ordinance Amending the 2022 Budget Reconciliation Ordinance of the City of Decatur, Illinois
4. Ordinance Amending the City of Decatur Budget for the Fiscal Year Ending December 31, 2023
5. Resolution Accepting the Bid by DASS Enterprises, Doing Business as Shaner's Towing for Towing Services for the Decatur Police Department
6. Resolution Supporting Temporary Closure of a Portion of Lost Bridge Road, a Macon County Roadway for 217 Wiffle Ball Classic
7. Resolution to Appropriate Motor Fuel Tax Funds for the William Street At-Grade Crossing Closure with the Decatur & Eastern Illinois Railroad by Municipality Under the Illinois Highway Code, City Project 2022-37, Section No. 22-00237-00-IC

8. Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality under the Illinois Highway Code, City Project 2023-08, Asphalt
9. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Hydrofluorosilicic Acid
10. Ordinance Amending Zoning Ordinance - Section II Definitions to Personal Services and Related Amendments
11. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Receiving and Filing of Minutes of Boards and Commissions
 - B. Resolution Approving Appointment - City Plan Commission
 - C. Resolution Approving Appointment - Library Board of Trustees
 - D. Ordinance Annexing Decatur Park District Owned Commercial Properties
 - E. Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 04-12-04-101-010
 - F. Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 04-12-16-354-028
 - G. Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 09-13-31-100-011
 - H. Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 09-13-31-100-012
 - I. Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 09-13-31-400-003
 - J. Ordinance Annexing Territory 2299 Mesa Drive
 - K. Ordinance Annexing Territory 1751 Danceland Road and Vacant Lot
 - L. Resolution Rescinding Resolution No. R2023-64 Accepting Sloan's Implement Sourcewell Contract #110719-JDC for One (1) John Deere 6135E Cab Tractor
 - M. Resolution Accepting the Bid for the Purchase of One (1) John Deere 6135E Cab Tractor
 - N. Resolution Authorizing a Memorandum of Understanding Agreement and Associated Sales Order with Decatur Public Schools Foundation to obtain Internet Access through the City of Decatur Fiber Network
 - O. Resolution Receiving and Filing the 2022 Official Zoning Map
 - P. Resolution Authorizing Action Regarding Unsafe Structures
 - Q. Resolution Authorizing the Execution of an Agreement with S. Shafer Excavating for the Demolition of 2034 E. William St.

VI. Other Business

VII. Recess to Closed Executive Session

Recess to Closed Executive Session under Open Meetings Act Section 2(c)(11),
Litigation, when an action against, affecting or on behalf of the particular public body
has been filed and is pending before a court or administrative tribunal, or when the
public body finds that an action is probable or imminent

VIII. Adjournment

Monthly Reports, May, 2023

SUBJECT: Approval of Minutes of June 5, 2023 City Council Meeting

ATTACHMENTS:

Description

Type

Minutes of June 5, 2023 City Council Meeting

Backup Material

CITY COUNCIL MINUTES

Monday, June 5, 2023

On Monday, June 5, 2023, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Bret Robertson, Ayn Owens, Abeer Motan and Michael Hartwig.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the May 15, 2023, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

R2023-113 Resolution Authorizing an Intergovernmental Agreement with the State of Illinois for Electric Vehicle (EV) Planning, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution and answered questions from Council members regarding the agreement.

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

R2023-114 Resolution Authorizing an Agreement with Concentric Integration, LLC for Water Facilities PLC Upgrades Design City Project 2023-12, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Matt Newell, Public Works Director, gave an overview of the Resolution.

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

R2023-115 Resolution Authorizing Managed Support Agreement with Concentric Integration, LLC for South Water Treatment Plant SCADA System, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Matt Newell, Public Works Director, gave an overview of the Resolution.

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

R2023-116 Resolution Authorizing the Execution of a Payment to the Macon County Highway Department for the Relocation of Water Mains on South Franklin Street (County Highway 61), was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Matt Newell, Public Works Director, gave an overview of the Resolution.

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

R2023-117 Resolution Accepting Altorfer, Inc. for the Sourcewell Contract Purchase of One (1) 2023 CAT-420-07 Backhoe Loader, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Matt Newell, Public Works Director, gave an overview of the Resolution and answered questions from Council members regarding the contract.

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

R2023-118 Resolution Accepting Garner-Hoadley Auto Body for the Repair of One (1) 2020 Ford Police Interceptor Utility Vehicle, Unit 802, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution and answered questions from Council members regarding repair costs.

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

2023-31 Ordinance Creating PACE Area and Establishing Illinois Finance Authority Program Administrator and Bond Issuer, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance and answered questions from Council members concerning the program.

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

R2023-119 Resolution Authorizing the City Manager to Enter into a Grant Agreement between the City of Decatur and State of Illinois Department of Commerce & Economic Opportunity for Community Development and Violence Prevention, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Mr. Chris Ellis, Board Member of Old King's Orchard Community Center and Mr. Devon Joyner, Executive Director of Old King's Orchard Community Center, spoke about the proposal and use of funds.

Ms. Nikki Besser, Good Samaritan Inn, gave an overview of Good Samaritan Inn's proposal.

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

R2023-120 Resolution Authorizing the City Manager to Negotiate Terms and Execute an Agreement Between the City of Decatur and Good Samaritan Inn for an Urban Ag Project, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2023-121 Resolution Authorizing the City Manager to Negotiate Terms and Execute an Agreement between the City of Decatur and Old King's Orchard Community Center for an Urban Ag Project and Community Services, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

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

2023-32 Item A. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 2200 Block East Hickory Street Between North 22nd Street and North 23rd Street Decatur Lodge #401 of the Benevolent and Protective Order of the Elks of the United States of America Bike Night - June 15, 2023

2023-33 Item B. Ordinance Annexing Territory 3018 Tempe Drive.

2023-34 Item C. Ordinance Annexing Territory 1585 East Grove Road

R2023-122 Item D. Resolution Approving Appointments - Library Board of Trustees

R2023-123 Item E. Resolution Approving Reappointment - Library Board of Trustees

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

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

Mayor Moore Wolfe announced that the City of Decatur was awarded \$16 million dollars to help pay for the Brush College Road project. Council members held a discussion regarding cannabis dispensaries, increased taxes and supply chain issues.

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

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

Approved _____
Kim Althoff
City Clerk

City Clerk

DATE: 6/15/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Discussion Item - Proposed Amendments to City Code Chapter 52, Alcoholic Liquor

SUMMARY RECOMMENDATION: Memo is attached.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Summary & Proposed Amendments to Chapter 52	Backup Material
Proposed Fee Changes	Backup Material
Video Gaming Report	Backup Material
Video Gaming Survey Results	Backup Material

June 15, 2023

TO: Mayor Julie Moore Wolfe & Members of the Decatur City Council

FROM: Scot Wrighton, City Manager

RE: Discussion Item RE: Video Gaming Related Liquor Ordinance Amendments

The draft revisions to the city's Alcoholic Liquor Code—most of which propose to implement measures to limit the expansion of video gaming in the city and, potentially, create a reduction in the number of video gaming establishments over time—are attached. This draft is unchanged from the draft version that was posted to the city's website and distributed earlier to City Council members. Also attached is a summary of video gaming-related Liquor Ordinance amendments, a sheet showing the difference between existing and proposed license fees, and a list of annual revenue derived from video gaming for each such establishment in Decatur.

Adoption of a final version of this ordinance is tentatively scheduled for July 17. The purpose of having this item on the June 20 City Council agenda as a "discussion only" item is to receive additional public comments, and to allow the City Council, sitting as a corporate governing body, to informally direct staff to make further revisions and amendments they consider appropriate and in the best interests of the city prior to July 17.

SUMMARY OF PROPOSED VIDEO-GAMING RELATED REVISIONS TO THE DECATUR ALCOHOLIC BEVERAGE CODE

1. New language is shown with red colored type. Proposed additions are underlined and deletions are shown with ~~strike-outs~~.
2. Language has been inserted into the description of almost every license category to more clearly state whether a particular liquor license type allows or prohibits video gaming.
3. Additional language has been added to the definition of a “club” to limit the creation of new “clubs” that might seek to form primarily for the purpose of having video gaming. No existing “clubs” are adversely impacted by this change in language.
4. Video gaming was authorized to augment business plans of restaurants, taverns, or other business establishments. Except for gaming parlors and clubs, video gaming was never intended to be the primary revenue stream for a business. Consequently, all license categories except parlors and clubs must be able to prove that at least forty percent (40%) of their business revenues are derived from sources OTHER THAN video gaming, from and after July 1, 2024.
5. In addition to whatever liquor license category/class is assigned to an establishment, if they have video gaming, they will also be required to obtain a new (additional) license, called Class “V” on top of their normal liquor license. This will effectively increase the total license fees for liquor license establishments that have video gaming. There is no proposed fee increase for liquor establishments that DO NOT HAVE video gaming. Higher fees for currently licensed establishments with video gaming will not go into effect until the 2024 renewal period.
6. The number of liquor licenses for Class A, B and P businesses are currently capped. For Class A, B and P liquor licenses only, when an establishment closes, surrenders their license, or loses their license for liquor code violations, the number of authorized licenses will decrease AUTOMATICALLY, until the total number is at or under the cap (unless the City Council acts separately to allow an expired license to remain in use).
7. The definition of a restaurant for purposes of liquor license issuance has been revised so that convenience stores, mini-marts and gas stations cannot call themselves a restaurant just because they sell ready-to-eat food. Restaurants can have video gaming, but convenience stores with licenses to only make package sales of liquor cannot have video gaming.
8. Other than video gaming parlors, businesses with video gaming cannot be open only for the purpose of allowing video gaming; if they are open for business, then they must also provide all goods and services associated with their business. If food and beverages, or bowling, or entertainment, etc., is not available at a particular time, then video gaming cannot be available either.
9. No additional drive-up liquor sales sites are allowed from and after the date of adoption of the ordinance revisions. Existing drive-up window sales are grandfathered.
10. Ordinance language governing how liquor licenses can be transferred has been revised.

CHAPTER 52

ALCOHOLIC LIQUOR

1. **WORDS AND PHRASES.** Words and phrases in this Chapter which are defined in the Liquor Control Act of 1934, as amended, shall have and be given the same meaning and definition as therein set out unless expressly otherwise provided herein.

2. **LOCAL LIQUOR CONTROL COMMISSIONER.** The Mayor, or his designee, shall be the Local Liquor Control Commissioner with such duties and powers as may be provided by law or ordinance. (Amended, Ordinance No. 2009-33, May 4, 2009)

3. **LICENSE REQUIRED.** No person, firm or corporation shall sell alcoholic liquor at retail without then having a currently in force local liquor license issued to such person or entity as provided herein for the premises whereon such sale takes place. Each license and the privileges there under shall expire and terminate on the 30th day of June next following the issue date thereof, except for the year 2020 in which each license and the privileges there under shall expire and terminate on the 31st day of August, 2020. (Amended, Ordinance No. 2020-93, May 26, 2020)

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

Class A, under which alcoholic liquor may be sold for consumption on or off the licensed premises, which said Class A license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance and shall not be issued to any retail establishment, commonly described as a convenience store, which typically offers such items including but not limited to groceries, tobacco, soft drinks, beer and wine, or snack foods, or any retail establishment, commonly described as a gas station, which typically offers automotive fuel or services, or similarly

Draft May 2023

operated businesses. Those license holders that are not currently in compliance with the limitations as of December 4, 2017 shall be allowed to sell alcoholic liquor for consumption off the licensed premises only. (Amended, Ordinance No. 2017-54, December 4, 2017)

Class B, under which alcoholic liquors may be sold only in packages for consumption off the licensed premises, which said Class B license shall not be issued for any premises located within One Thousand (1,000) feet of any church, school, park or subsidized disabled adult and elderly multi-story housing facility, unless the sale of alcoholic liquors is not the principal business carried on at any such location by such licensee, nor shall such Class B license be issued for any premises situated in any Residence, Office or Park Mobile Home District established by the Zoning Ordinance. The prohibition regarding distance from churches, schools, parks, or subsidized disabled adult and elderly multi-story housing facilities shall not apply to premises licensed on October 4, 2004, and continuously so licensed since that date. The restriction of off-premise sales shall not apply to sampling or test marketing. Video gaming shall be prohibited in establishments that possess a Class B license. (Amended, Ordinance No. 2004-55, July 6, 2004) (Amended, Ordinance No. 2001-67, September 4, 2001) (Amended, Ordinance No. 97-47, June 2, 1997)

Class BYOB, under which a licensed business premises that is not licensed to sell alcohol is authorized to allow for the consumption of beer and wine brought onto the premises by a patron over the age of twenty-one (21) for on-site consumption on the premises of a restaurant, which does not otherwise possess a City of Decatur liquor license. BYOB shall only be permitted in conjunction with the purchase of consumption of a meal, is limited to the licensed premises, and is limited to no more than one (1) seven hundred fifty (750) milliliter bottle of wine or thirty-six (36) ounces of beer. The establishment may provide glassware and ice to patrons, and may uncork, pour, serve or otherwise control the consumption of the beer or wine. A certificate of insurance reflecting coverage for dram shop or equivalent liability for BYOB service shall be provided upon application. Video gaming shall be prohibited in establishments that possess a Class BYOB license.

Class C, under which only a club shall be licensed and alcoholic liquor may be sold for consumption on or off the licensed premises only to members of such club and invited guests of said members personally being attended by a member, which said Class C license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance unless the licensed premises are a club house connected with a private golf course. Such club must be a fraternal and/or non-profit entity verified through the Internal Revenue Service and in continuous existence and operation for at least five (5) years prior to application for a Class C license, and shall have a charter issued by a regional, state or national organization that articulates the public service or charitable functions of the club.

Class D, under which the licensed premises may only be a hotel having not less than ~~100~~ 50 rooms used for the sleeping accommodations of guests, or a motel ~~having not less than 100 such rooms and~~ having the same accommodations as a hotel, which said Class D license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. A Class D license shall

authorize the sale of alcoholic liquor to be sold for consumption on the licensed premises only between the hours of 10:00 A.M. and 11:00 P.M. Video gaming shall be prohibited in establishments that possess a Class D license.

Class E, under which the licensee may only be the State or a department, agency, or instrumentality thereof, or a unit of local government, and alcoholic liquor may be sold only for consumption on the licensed premises, or on other premises owned by a licensed unit of local government if at a specific, non-continuous event such as a wedding reception, private party or charity benefit, or a sport/athletic tournament not to exceed a three day consecutive period; or to a licensed food service company contracted for a period of five years or more with an institution of higher learning accredited through the Higher Learning Commission of NCA (a commission of the North Central Association of Colleges and Schools) for use at said accredited institution and only for purposes related to theatre and cultural or sports/athletic events of the accredited institution of higher learning; wherever or however said licensed or other premises are situated or however classified for zoning purposes within the City. Video gaming shall be prohibited in establishments that possess a Class E license. (Amended, Ordinance No. 2005-100, November 7, 2005) (Amended, Ordinance No. 2002-40, May 20, 2002) (Amended, Ordinance No. 2001-55, July 16, 2001)

Class F, under which the licensee may only be the State or a department, agency or instrumentality thereof, a unit of local government or tenant thereof, or a not-for-profit charitable foundation having as one of its purposes the conduct and promotion of at least one outdoor sport such as baseball, football, rugby, soccer, golf, or the like, or the conduct and promotion of outdoor dining or spectator sports or events such as horse racing, fairs, expositions or shows, and which operates an outdoor facility appropriate to said dining, sport or event whereat alcoholic beverages are sold for consumption on the premises, and which is situated in a zoning district other than the Residence, Office, Park Mobile Home or Neighborhood Shopping District unless the licensee is a unit of local government or a tenant thereof, or unless the licensed premises are a clubhouse or restaurant connected with a golf course. Video gaming shall be prohibited in establishments that possess a Class F license. (Amended, Ordinance No. 2002-41, May 20, 2002) (Amended, Ordinance No. 93-18, March 29, 1993) (Amended, Ordinance No. 92-69, July 20, 1992)

Class G, under which the licensed premises may only be a restaurant in which the licensee has invested therein after May 10, 1985 not less than \$250,000.00 (which may include the capitalized value of the first ~~ten~~ five years only of a leasehold interest) as reasonably determined by the Local Liquor Control Commissioner using general recognized accounting practices, which said Class G license shall not be issued for any premises situated in any Residence, Office, or Park Mobile Home established by the Zoning Ordinance unless the licensed premises are a club house connected with a golf course. Class G Restaurant shall be defined as any public place kept, used, maintained, advertised and held out to the public primarily as a place where meals are served and where meals are actually prepared and served without sleeping accommodations, such space being provided with adequate and sanitary kitchen which shall include, but not limited to, sink; refrigerator with the minimum capacity of 20 cubic feet; and oven with the minimum capacity of 4.3 cubic feet or a range or a grill; and dining equipment and capacity and having employed therein a sufficient number and kind of employees

to prepare, cook and serve suitable food for its guests, where the sale or consumption of alcoholic liquor is only incidental to the serving of meals and where 50% or more of the gross revenue of the business must be from the serving of meals. A restaurant must serve at least four (4) full entrée style meals available to be ordered from and served at the customer's table. The mere availability and service at any premises of cold or hot sandwiches, pre-cooked frozen meals that are reheated, hors d'oeuvres, popcorn, nachos, pretzels, potato chips, hot dogs, candy, or other snack foods will not, standing alone, be deemed sufficient to constitute such premises as a restaurant within the meaning of this Chapter. Restaurants may not share interior access to another business, may not share the same utilities, and said premises shall have a seating capacity for the service of meals at tables and/or counters for not less than twenty-five (25) patrons at the same time. Alcoholic liquor may be dispensed and sold no later than one (1) hour after meal service has ended. (Amended, Ordinance No. 2020-98, June 15, 2020) (Amended, Ordinance No. 2015-22, May 18, 2015) (Amended, Ordinance No. 96-27, May 6, 1996) (Amended, Ordinance No. 89-13, January 30, 1989)

Class H, under which alcoholic liquor may be sold only for consumption on the licensed premises, and also under which the licensed premises may only be a hotel having not fewer than ~~four (4)~~ three (3) nor more than ~~fifteen (15)~~ ten (10) rooms used for sleeping accommodation of guests, and kitchen and dining room facilities for serving meals to guests and the public. A Class H license shall be personal to the licensee and exclusively limited to the premises, and such license may be transferred to another applicant for such license only after the Local Liquor Control Commissioner finds that such new licensee will operate an establishment of like kind and character as that which was previously licensed, which said Class H license shall not be used for any premises situated in any Residence, Office, or Park Mobile Home established by the Zoning Ordinance unless the licensed premises are a private club and / or banquet facility establishment as an approved Historic Neighborhood Use. Video gaming shall be prohibited in establishments that possess a Class H license. (Amended, Ordinance No. 2020-98, June 15, 2020) (Amended, Ordinance No. 2002-74, August 19, 2002) (Amended, Ordinance No. 2000-95, November 6, 2000)

Class I, under which the licensed premises may only be a restaurant at which alcoholic liquor may be sold by the drink or pitcher only, for consumption on the premises and only at tables and incidental to the service of meals. A Class I licensee shall not be permitted to operate on the licensed premises a bar or lounge area at which alcoholic liquors alone may be purchased, which said Class I license shall not be issued for any premises situated in any Residence, Office or Park Mobile Home or Neighborhood Shopping District as established by the Zoning Ordinance unless the licensed premises are a club house connected with a golf course or a restaurant establishment as an approved Historic Neighborhood Use. Class I Restaurant shall be defined as any public place kept, used, maintained, advertised and held out to the public primarily as a place where meals are served and where meals are actually prepared and served without sleeping accommodations, such space being provided with adequate and sanitary kitchen which shall include, but not limited to, sink; refrigerator with the minimum capacity of 20 cubic feet; and oven with the minimum capacity of 4.3 cubic feet or a range or a grill; and dining equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests, where the sale or consumption of alcoholic liquor is only incidental to the serving of meals and where 50% or more of the gross

revenue of the business must be from the serving of meals. A restaurant must serve at least four (4) full entrée style meals available to be ordered from and served at the customer's table. The mere availability and service at any premises of cold or hot sandwiches, pre-cooked frozen meals that are reheated, hors d'oeuvres, popcorn, nachos, pretzels, potato chips, hot dogs, candy, or other snack foods will not, standing alone, be deemed sufficient to constitute such premises as a restaurant within the meaning of this Chapter. Restaurants may not share interior access to another business, may not share the same utilities, and said premises shall have a seating capacity for the service of meals at tables and/or counters for not less than twenty-five (25) patrons at the same time. Alcoholic liquor may be dispensed and sold no later than one (1) hour after meal service has ended. (Amended, Ordinance No. 2015-22, May 18, 2015) (Amended, Ordinance No. 2000-95, November 6, 2000) (Amended, Ordinance No. 89-13, January 30, 1989)

Class J, under which alcoholic liquor may be sold only in packages for consumption off the licensed premises, and under which the licensed premises may only be a retail establishment which derives more than 50% of its gross income from the sale of goods other than alcoholic liquors and in which the licensee has invested, after January 1, 1991, not less than \$1,000,000 (which may include the capitalized value of the first ten years only of a leasehold interest), and, which establishment employs a minimum of 50 full-time employees, or the equivalent thereof, at the licensed premises, which said Class J license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance unless the licensed premises are a club house connected with a golf course. Video gaming shall be prohibited in establishments that possess a Class J license. (Amended, Ordinance No. 2000-95, November 6, 2000) (Amended, Ordinance No. 92-06, January 21, 1992)

Class K, under which the licensed premises may only be a theater in which the licensee has invested therein after January 1, 2004 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) as reasonably determined by the Local Liquor Control Commissioner using generally recognized accounting practices and said licensed premises must be located in the B-4 Central Business District of downtown Decatur. A Class K license shall authorize ~~beer and wine only to be sold by the drink only~~ alcoholic liquor for consumption on the premises incidental to the viewing of motion pictures or live theatrical or stage performances and similar entertainment and exhibition presentations in a building built as a theater and shall not be permitted to operate on the licensed premises a bar or lounge area at which alcoholic liquors alone may be purchased by patrons of the theater. A Class K license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. (Amended, Ordinance No. 2021-34, June 7, 2021) (Amended, Ordinance No. 2007-12, March 19, 2007) (Amended, Ordinance No. 2005-37, May 2, 2005)

Class L, under which the licensed premises may only be a retail store of not more than 2,500 square feet and in which the licensee has invested therein not less than Fifty Thousand Dollars (\$50,000.00) (which may include the capitalized value of the first five (5) years only of a leasehold interest) as reasonably determined by the Local Liquor Control Commissioner using generally recognized accounting practices, which said Class L license shall not be issued for any premises located within two hundred (200) feet of any church, school, or subsidized disabled adult and elderly multi-story housing facility. Said licensed premises must be located in the B-4

Central Business District of downtown Decatur. A Class L license shall authorize the sale of alcoholic liquor to be sold for consumption on or off of the licensed premises between the hours of 10:00 A.M. and 10:00 P.M. No video gaming, drive through, walk-up or drive-up liquor sales shall be permitted on the premises. A Class L license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. The sale of alcoholic liquor shall only be incidental to the sale of non-alcoholic goods and 60% or more of the gross revenue of the business must be from the sale of non-alcoholic goods. Issuance of this Class shall be limited to three (3). Video gaming shall be prohibited in establishments that possess a Class L license. (Amended, Ordinance No. 2021-34, June 7, 2021) (Amended, Ordinance No. 2006-15, March 20, 2006)

Class M, under which the licensed premises may be a retail store of not less than Ten Thousand (10,000) square feet and in which the licensee has invested therein not less than One Million Dollars (\$1,000,000.00), which investment may include the capitalized value of the first ten (10) years only of a leasehold interest as reasonably determined by the Finance Director of the City of Decatur using generally recognized accounting practices. Said licensed premises may only be located in a B-2 Commercial District, Planned Development or B-3 Planned Shopping Center District. A Class M license shall authorize liquor to be sold in packages between the hours of 9:00 A.M. and 10:00 P.M. for consumption off of the licensed premises. No drive through, walk-up or drive-up liquor sales shall be permitted on the premises. A Class M license shall be personal to the licensee and exclusively limited to the premises. Issuance of Class M licenses shall be limited to three (3). Video gaming shall be prohibited in establishments that possess a Class M license. (Amended, Ordinance 2014-19, May 5, 2014) (Amended, Ordinance 2012-94, December 17, 2012)

Class N, under which alcoholic liquor may be sold to the general public for consumption on the licensed premises only during scheduled public performances or events. Class N licenses shall be valid for up to fifteen (15) events per year, each event lasting no longer than three (3) consecutive days. A Class N license shall be personal to the licensee and exclusively limited to the premises and shall not be used for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. Issuance of Class N licenses shall be limited to three (3). Video gaming shall be prohibited in establishments that possess a Class N license. (Amended, Ordinance No. 2013-90, November 18, 2013)

Class O, under which the licensed premises may only be a Brewer, Brewpub, Distiller or similar business as defined under the Illinois Liquor Control Act and has received a Federal permit, and under which at least 50% of its annual gross income from the sale of alcoholic liquors shall be derived from alcoholic liquor manufactured on the premises, and which said Class O license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance. (Amended, Ordinance No. 2021-34, June 7, 2021) (Amended, Ordinance No. 2017-12, March 20, 2017) (Amended, Ordinance No. 2015-22, May 18, 2015)

Class P, under which the licensed premises may only be a Video Gaming Parlor, defined as an establishment or business whose primary purpose is to operate video gaming terminals as defined under the Illinois Video Gaming Act and in which the sale of foods or snacks and alcoholic beverages is only incidental to the operation of the video gaming terminals, and which said Class P license shall not be issued for any premises situated in any Residence, Office, Park Mobile Home or Neighborhood Shopping District established by the Zoning Ordinance nor shall said Class P license be issued for any premises located within 1500 feet of another establishment which offers video gaming terminals. (Amended, Ordinance No. 2016-62, September 6, 2016) (Amended, Ordinance No. 2015-22, May 18, 2015)

Class V, under which a licensed premises is authorized to pour and serve alcoholic liquor for on premises consumption and requests to operate video gaming terminals upon the premises. Class V liquor licenses shall be issued in addition to the Class of license which authorizes the premises to sell alcoholic liquor and shall run concurrent with said license. Class V licenses shall not be issued for Class B, Class D, Class E, Class F, Class H, Class J, Class L, Class M, Class N and Class P liquor licenses. Except for Class C licenses, beginning July 1, 2024, each licensee shall not have greater than sixty (60) percent of gross revenue annually from video gaming. All establishments applying for Class V licenses must be in operation for at least one (1) year prior to the application to be eligible for a Class V license. If the holder of a premises licensed to sell alcoholic liquor is suspended or revoked, the Class V license shall be automatically suspended or revoked for the same time period and upon the same terms.

~~Class C, Class D, Class G, Class I, Class J and Class N licenses shall not be issued or reissued to replace a license of any other class established hereunder or transferred either to another licensee or for other premises.~~ (Amended, Ordinance No. 2013-90, November 18, 2013) (Amended, Ordinance No. 92-06, January 21, 1992) (Amended, Ordinance No. 89-13, January 30, 1989)

If on April 24, 1978, premises were licensed under the then provisions of this Chapter, even though issuance of a Class A or Class C license would otherwise now be prohibited in the Zoning district into which said premises are classified, then said premises, so long as the same use thereof is continued, shall be exempt from said prohibition.

Except for Class P license holders, video gaming is only allowed during hours at which the licensed business is open to the public and is providing all goods and/or services other than video gaming that would normally be available at the business.

5. **APPLICATION.** Application shall be made as required by this Code and shall be delivered by the City Clerk to the Local Liquor Control Commissioner for action. The application shall show the name, age and address of an individual applicant, and of the persons entitled to participate in the profits, if a partnership applicant, and the objects, the names and addresses of the officers and directors, if a corporate applicant, and whether or not one person owns a controlling interest in such corporation, and if so, the name and address of such person; the citizenship, place of birth, and place of naturalization, if foreign born, of an individual applicant; the location and description of the premises where such liquor will be sold and served or consumed; whether or not any previous similar license has been applied for, the place of application, and the disposition of such application, and if revoked the reasons therefor, and whether or not applicant has ever been convicted of a felony. No license will be issued for any person ineligible under Section 2 of the Article 6 of the Act above referred to. A manager or agent, including bartenders, must have the same qualifications as the person or firm to whom the license is issued. All applications shall be verified by the applicant or, if a corporation, by an authorized corporate officer thereof. All applications shall state if the location operates and/or utilizes a drive-up window for the sale of liquor. No establishment shall install new drive-up windows for the sale of liquor from and after August 1, 2023.

6. **CHANGES IN LICENSE.** If during a license period there is any change pertaining to shareholders individually holding in the aggregate more than 5 percent of the corporate shares, or pertaining to the officers or manager, of a licensee, such change shall be reported to the Local Liquor Control Commissioner by filing with the City Clerk appropriately completed forms furnished by the Clerk, accompanied by the proper required shareholders' individual or manager's statements, within 10 days of such change.

7. **LICENSE FEE.** Beginning July 1, 2023, pPayment of an annual license fee of Two Thousand Two Hundred Dollars (\$2,200.00) shall accompany each application for all classes of license except Class BYOB as to which the amount of said fee shall be Five Hundred Dollars (\$500.00) and Class C and Class F as to which the amount of said fee shall be Seven Hundred Twenty-Five Dollars (\$725.00); and except Class N as to which the amount of said fee shall be One Thousand Four Hundred Dollars (\$1,400.00); and except Class P as to which the amount of said fee shall be ~~\$2,000.00 until August 17, 2015, then \$6,000 beginning August 18, 2015 and thereafter provided that~~ Seven Thousand Five Hundred Dollars (\$7,500.00) and except Class V as to which the amount of said fee shall be Two Thousand Dollars (\$2,000.00) in addition to the underlying annual license fee, said fee shall be prorated for the issuance of any license during a license period. The payment of a fee for any license shall be credited toward the payment of a fee for any other license if the first license is surrendered prior to the issuance of the second license to the same licensee during the same license year. For all classes of license, a late fee of \$100.00 plus \$20.00 per day shall be charged for all days after June 1st of any year for which an application for renewal is incomplete except for those in the year 2020 in which for all classes of license, a late fee of \$100.00 plus \$20.00 per day shall be charged for all days after July 31st of 2020 for which an application for renewal is incomplete. Each initial application and each application for transfer, whether to another licensee or to other premises, shall also be accompanied by a processing fee of \$100.00 in addition to the annual fee. Payment of an annual fee in amount of \$200.00 shall accompany the request for a caterer's permit. Payment of a fee shall accompany the request for a temporary permit or winery special use permit, in accordance with the following schedule:

1st permit / year	- \$100.00 per day
2nd permit / year	- \$150.00 per day

3rd permit / year	- \$200.00 per day
4th permit / year	- \$250.00 per day
5th permit / year	- \$250.00 per day
6th permit / year	- \$250.00 per day

In the event a license ~~does is~~ not issued d or found to be not responsive to an application, the payment of the annual fee accompanying the same shall be refunded, otherwise, there shall be no rebate or prorate of a fee once paid. (Amended, Ordinance No. 2020-93, May 26, 2020) (Amended, Ordinance No. 2017-12, March 20, 2017) (Amended, Ordinance No. 2016-90, November 21, 2016) (Amended, Ordinance No. 2016-09, February 16, 2016) (Amended, Ordinance No. 2015-43, August 17, 2015) (Amended, Ordinance No. 2015-22, May 18, 2015) (Amended, Ordinance 2014-08, March 17, 2014) (Amended, Ordinance No. 2013-90, November 18, 2013) (Amended, Ordinance No. 2005-100, November 7, 2005) (Amended, Ordinance No. 2003-16, April 7, 2003) (Amended, Ordinance No. 2002-62, July 22, 2002) (Amended, Ordinance No. 2000-95, November 6, 2000) (Amended, Ordinance No. 97-47, June 2, 1997)

8. TEMPORARY PERMIT/WINERY SPECIAL USE PERMIT

A. TEMPORARY PERMIT. The Local Liquor Control Commissioner may issue a temporary permit for the sale of alcoholic liquors to be consumed only on the premises at a banquet, picnic, bazaar, fair or similar private or public assembly where food or drink is sold, served or dispensed. Such temporary permit shall be issued only to a club, society, fraternity, benevolent or civic organization not for pecuniary profit, or food caterers defined as a person or entity that serves alcoholic liquors for consumption incidental to the food services that serves prepared food items and the prepared meals and alcoholic liquors are sold at a packaged price pursuant to a contract, and shall be for a period of not more than three days. The maximum number of temporary permits issued to the same entity in one calendar year shall not exceed six

(6) and not more than one temporary permit shall be granted to any one organization in any one period of thirty (30) days.

B. WINERY SPECIAL USE PERMIT. The Local Liquor Control Commissioner may issue a winery special use permit for the sale of wine sold in the original containers which bear the vintner's label and which are corked, capped or otherwise securely sealed at the place of vintning at a market-type, special or festival event. Such license shall be issued to a winery licensed by the State of Illinois with a winemaking premises license or a special use permit license, and shall be for a period of not more than three days. The maximum number of winery special use permits issued to the same winery in one calendar year shall not exceed six (6) and not more than one winery special use permit shall be granted to any one winery in any one period of thirty (30) days. (Amended, Ordinance No. 2016-09, February 16, 2016) (Amended, Ordinance No. 2003-16, April 7, 2003)

C. CATERER'S PERMIT. The Local Liquor Control Commissioner may issue an annual caterer's permit for the sale of alcoholic liquor to an existing holder of a Class A, C, G, I or O liquor license in connection with the sale of prepared food, for service at private parties, weddings or other similar private events which are not open to the general public, at a location other than the premises listed on the current license. For the purposes this permit, the location of the catered event shall be deemed the licensed premises. Holders of caterer's permits must comply with all other requirements in this Chapter. No person shall possess alcoholic beverages other than those provided by the licensee on the premises of the catering location and consumption of alcoholic liquor shall only be permitted on the premises where the food is catered. Gross revenues from the sale of alcoholic liquor at any event shall not exceed forty (40) percent of the total gross revenues generated from the sale of alcohol and food at that event and

the licensee shall submit to the City an affidavit on a quarterly basis certifying compliance with this requirement. No event shall exceed three (3) days in length nor shall alcoholic liquor be served at such an event for more than eight (8) consecutive hours. (Amended, Ordinance No. 2017-12, March 20, 2017)

9. TRANSFER OF LICENSE. The Local Liquor Control Commissioner may permit a licensee to transfer their license to other premises if the transfer is solely to change locations and not to transfer to another proposed license holder. If a new potential license holder seeks to obtain a license it cannot occur via transfer, and instead must ~~holder which~~ comply with the provisions of this Chapter and with applicable provisions of law, code, ordinance, rule or regulation for new license issuance, and with such reasonable conditions to preserve the general health, safety and welfare as said Commissioner shall attach thereto. Class P licenses are always non-transferrable. The Local Liquor Control Commissioner may permit a licensee to transfer a license to another if the transfer is for the same geographic location, it results in no change to the Class and category of the liquor license, and is in conjunction with the sale of the license holder's business and inventory. Furthermore, said Local Liquor Control Commissioner shall consider for either transfer: (1) the zoning classification of the licensed premises, (2) the character of the surrounding area, (3) the traffic and parking situation, including any off-street parking requirements of the licensed business, within a 300-foot radius, (4) any statements of interested persons, either oral or written, (5) the impact of such proposed license on the character of and the traffic and parking situation in the immediate neighborhood, and (6) the applicants' history of compliance with all laws, ordinances and building and property maintenance codes. (Amended, Ordinance No. 2016-62, September 6, 2016) (Amended, Ordinance No. 2014-28, June 30, 2014) (Amended, Ordinance No. 2010-01, January 19, 2010)

10. **NUMBER OF LICENSES.** The issuance of a maximum number of Class A licenses is limited to 39 and the issuance of a maximum number of Class B licenses is limited to 53. Upon any Class A or Class B or Class P license becoming forfeited, void, surrendered, or revoked for any reason, the number of available licenses in that classification shall automatically and immediately be reduced by one (1) for each and every license forfeited, voided, surrendered, or revoked. Licenses capped in this manner may be restored only by amendment of this Chapter, with approval of the City Council. There shall be no maximum number for the issuance of the respective Class C, Class D, Class E, Class F, Class G, Class I, Class J, Class K, or Class O licenses. Issuance of Class H licenses is limited to 1. Issuance of Class L, Class M and Class N licenses is limited to three (3) for each Class. Issuance of Class P licenses is limited to 20. If on August 29, 2016, premises were licensed as a Class P or had applied for a Class P license under the then provisions of this Chapter, said premises so long as the same use thereof is continued shall be exempt from said limitation. (Amended, Ordinance No. 2018-33, August 6, 2018) (Amended, Ordinance No. 2017-54, December 4, 2017) (Amended, Ordinance No. 2016-62, September 6, 2016) (Amended, Ordinance No. 2015-22, May 18, 2015) (Amended, Ordinance No. 2013-90, November 18, 2013) (Amended, Ordinance No. 2006-84, September 5, 2006) (Amended, Ordinance No. 2006-15, March 20, 2006) (Amended, Ordinance No. 2005-37, May 2, 2005) (Amended, Ordinance No. 2000-57, July 17, 2000) (Amended, Ordinance No. 95-13, March 20, 1995) (Amended, Ordinance No. 92-06, January 21, 1992) (Amended, Ordinance No. 90-84, July 30, 1990) (Amended, Ordinance No. 89-13, January 30, 1989) (Amended, Ordinance No. 2020-148, October 19, 2020)

11. **ISSUANCE OF AVAILABLE LICENSES.** As to classes of license for which a maximum authorized number has been established, but where the number of licenses does not

automatically decrease, if it should occur that less than such number are issued, applications may be received for the issuance of the available license or licenses. If after 30 days from the date such a license has become available, no qualified application has been received such license shall be issued responsive to the first qualified application received after such 30 day period. If during said 30 day period, more qualified applications are received than the number of licenses available, the Local Liquor Control Commissioner shall by lot select the application for which license shall issue. Applications made pursuant to the provisions of this section may be supported by agreements, undertakings or other reasonable evidence of an ability and willingness to satisfy physical and possessory requirements as to the premises proposed to be licensed, in lieu of evidence of ownership or possessory interest, building and fire code compliance and the like. Any person, firm, or corporation which has been successful in acquiring a liquor license by lot shall be prohibited from entering any subsequent lottery for a period of three years from the issuance of such license. If additional numbers of any class or classes of license are authorized by the Council for the purpose of issuing such licenses to owners of newly-annexed properties previously licensed by another jurisdiction, the provisions hereof shall not apply to such newly-authorized but unissued licenses. (Amended, Ordinance No. 2003-16, April 7, 2003)

12. POSTING OF LICENSE. Every person licensed in accordance with the provisions of this Chapter shall immediately post and keep posted while in force, in a conspicuous place on the premises, the license so issued. Whenever such license shall be lost or destroyed, a duplicate in lieu thereof shall be issued by the City Clerk upon the direction of the Local Liquor Control Commissioner.

13. **USE OF LICENSE.** Except as to a Class F license, after a license has issued the privileges there under shall be actively exercised on the licensed premises. Suspension of the exercise of said privileges for a period of 90 days may be cause for revocation of such license absent the showing of substantial reason for the same not within the control of the licensee.

14. **SUSPENSION OR REVOCATION OF LICENSE.**

A. The Local Liquor Control Commissioner may in the manner provided by law suspend or revoke local liquor license privileges for violation of a provision of this Chapter or of applicable provisions of law, ordinance, code, rule or regulation.

B. The Local Liquor Control Commissioner, when suspending local liquor license privileges for violation of a provision of this Chapter or other applicable law, in the manner provided herein and by statute, may order that the licensee cease and desist all business operations at the licensed premises for the duration of the suspension of local liquor license privileges, to the extent permitted by law, if such commissioner determines that such a closure would assist the enforcement of the suspension in light of the severity of the violation or the frequency of past violations, whether of the same nature or not. (Amended, Ordinance No. 89-13, January 30, 1989)

C. The Local Liquor Control Commissioner may assess costs including reasonable attorney's fees against the licensee in any proceeding regarding such license held pursuant to law. (Amended, Ordinance No. 92-28, May 4, 1992)

15. **TOILETS.** ~~Class A, C and D licensed premises~~ All licensed premises, regardless of class or category except for temporary and catering licensees, shall have ~~separate~~ sanitary toilets maintained in clean and sanitary condition ~~for males and females respectively.~~

16. **COMPLIANCE WITH LAW.** Local liquor licensed premises and the operations therein and thereof shall comply, in addition to the provisions of this Chapter, with the applicable provisions of law, ordinance, code, rule or regulation.

17. **HOURS.** No person shall sell, deliver or consume alcoholic liquor, and no licensee shall permit the same, on or in the premises licensed hereunder with a liquor license except for Class ~~H~~ D, L, and M between 2:00 A.M. and 6:00 A.M. on Mondays through Sundays except that alcoholic liquor may be sold or consumed until 3:00 A.M. on January 1, each year, and, as of July 1, 2022, no alcoholic liquor may be sold between 10:00 P.M. and 6:00 A.M. by means of a window, porthole, aperture or similar opening accessible to persons from outside of the premises. No person shall sell, deliver or consume alcoholic liquor, and no licensee shall permit the same, on or in any premises licensed hereunder with a Class ~~H~~ D license before 10:00 ~~a.m~~ A.M. or after 11:00 ~~p.m~~ P.M. on any day. No person shall sell, deliver or consume alcoholic liquor, and no licensee shall permit the same, on or in any premises licensed hereunder with a Class L license before 10:00 A.M. or after 10:00 P.M. on any day. No person shall sell, deliver or consume alcoholic liquor, and no licensee shall permit the same, on or in any premises licensed hereunder with a Class M license before 9:00 A.M. or after 10:00 P.M. on any day. (Amended, Ordinance No. 2022-07, March 7, 2022) (Amended, Ordinance No. 2021-34, June 7, 2021) (Amended, Ordinance No. 2015-45, September 8, 2015) (Amended, Ordinance No. 2013-90, November 18, 2013) (Amended, Ordinance No. 2006-15, March 20, 2006) (Amended, Ordinance No. 2005-37, May 2, 2005) (Amended, Ordinance No. 1992-06, January 21, 1992)

18. **PUBLIC PLACES.** During those hours in which alcoholic liquor shall not be sold, delivered or consumed in premises licensed hereunder, alcoholic liquor shall not be consumed, possessed, stored, kept or otherwise permitted or maintained in any building, or portion thereof,

used by members, or guests of members, of any club operating therein, in the meeting or public rooms of hotels or motels or any other business which leases or otherwise provides such rooms for banquets, receptions, dances or other similar activities, or in any public place of accommodation or amusement or place of public resort, including but not limited to, places selling mix, ice, water and providing drinking utensils for the purpose of mixing drinks containing alcoholic liquors for consumption thereat, or those places commonly known as bottle clubs and similar places; provided that, alcoholic liquor may be stored or kept in any such building, or portion thereof, that is properly licensed for the sale of alcoholic liquor under the provisions hereof.

19. **VIOLATION.** No owner, possessor, manager, person in control or in charge of licensed premises, or of premises referred to in Section 18 of this Chapter, shall permit the violation on said premises of any provision of this Chapter. It shall not be a defense to a prosecution brought hereunder that the defendant did not have actual knowledge that alcoholic liquor was being consumed, possessed, stored, kept or otherwise maintained by patrons, guests, members or other individuals in violation of said Section 18. (Amended, Ordinance No. 89-03, January 3, 1990)

20. **MORAL TURPITUDE GAMBLING.** No ~~games of chance, or gaming device, shall be kept or used in any premises licensed hereunder, or shall any~~ licensee shall permit any illegal, disorderly or immoral practices upon the premises. ~~No gambling shall be permitted upon the premises at any time.~~

21. **INSPECTIONS.** The holder of a liquor license is hereby required to make available for inspection by police officers of the City any part of the premises where liquor is sold and served or consumed.

22. OBSCENE CONDUCT. The sale or dispensing of alcoholic liquor is prohibited at premises whereat, or at premises which have any access which leads from said premises to any premises whereat, the following acts or conduct is permitted:

a) The employment or use of any person in the sale or service of alcoholic liquors or for the entertainment or diversion of others while such person is unclothed or in such attire, costume or clothing as to expose to view or to show with less than a fully opaque covering any portion of the breast below the top of the areola or any portion of the pubic hair, anus, buttocks, vulva or genitals.

b) The performance of acts, or simulated acts, of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts prohibited by law.

c) The actual or simulated exhibition, displaying, touching or caressing or fondling of or on the breasts, buttocks, anus or genitals.

d) The permitting or encouragement of any person to remain in or upon said premises who exposes to view any portion of the body described in subparagraphs (a), (b) or (c) hereof.

e) The showing of film, still pictures, electronic reproduction or other visual reproduction depicting the acts or conduct described in sub-section (b) hereof, or any person being touched, caressed or fondled on the breasts, buttocks, anus or genitals, or scenes wherein artificial devices or inanimate objects are employed to depict, or drawings are employed to portray the activities described in this sub-paragraph (e).

23. OBSCENITY PROHIBITED. The engaging in, or performance of, any act or conduct described in Section 22 herein on premises as to which a license has been issued under the provisions of this Chapter is prohibited.

24. SALES TO MINORS. No licensee or any officer, associate, member, representative, agent or employee of a licensee shall sell, give or deliver alcoholic liquor to any person under the age of 21 years, or to any intoxicated person, or to any person known to be a habitual drunkard, spendthrift, insane, mentally ill, mentally deficient, or in need of mental treatment. No person after purchasing or otherwise obtaining alcoholic liquor shall sell, give or deliver such alcoholic liquor to any person under the age of 21 years, except in the performance of a religious ceremony or service.

25. REFUSAL OF MINORS. For the purpose of preventing a violation of this section, any licensee or his agent or employee, may refuse to sell or serve alcoholic beverages to any person who is unable to produce adequate written evidence of identity and of the fact that he or she is of attained age of 21 years or over.

26. ADEQUATE WRITTEN EVIDENCE. Adequate written evidence of age and identity of the person is no less than two documents one of which is issued by a federal, state, county or municipal government or subdivision or agency thereof, and which document incorporates a photograph of such person along with a statement of the month, day and year of such person's birth.

27. SALE OF FALSE IDENTIFICATION. No person shall sell, give or furnish to any person under the age of 21 years any false or fraudulent written, printed or photostatic evidence of the age or identity of such person, or shall sell, give or furnish to any person under the age of 21 years evidence of age and identification of any other person.

28. USE OF FALSE IDENTIFICATION. No person under the age of 21 years shall present or offer to any licensee or the agent or employee of any licensee any written, printed or photostatic evidence of age and identity which is false, fraudulent or not actually said person's own for the purpose of ordering, purchasing, attempting to purchase, or otherwise procuring or attempting to procure the serving of any alcoholic beverage, or to have in possession any false or fraudulent written, printed or photostatic evidence of age and identity.

29. POSSESSION BY MINORS. No person under the age of 21 years shall consume, purchase, accept delivery of, or possess alcoholic liquor; provided possession, dispensing or consumption of alcoholic liquor by such a person in the performance of a religious service or ceremony, the consumption of alcoholic liquor by such a person in the privacy of a home, under

the direct supervision of, and with the approval of a parent or guardian of such person, or the possession and delivery of alcoholic liquor in pursuance of the employment of, such person by a licensee as allowed in this Chapter, are not prohibited.

30. **WARNING DISPLAYED.** In each premise licensed under the provisions hereof there shall be displayed at all times in a prominent place a printed card supplied by the City Clerk which shall be substantially as follows:

"WARNING: If you are under twenty-one (21) years of age, you are subject to a fine up to \$500.00 if you PURCHASE alcoholic liquor or MISREPRESENT YOUR AGE for the purpose of purchasing or obtaining alcoholic liquor. OFFICIAL PHOTO IDENTIFICATION will be required to prove age before purchase."

31. **EMPLOYMENT OF MINORS.** No person under the age of 21 years shall tend bar or tend a package counter or window, or sell, draw, pour, mix or serve alcoholic liquor and no licensee or any officer, associate, member, representative, agent or employee of a licensee shall engage, employ or permit any person under the age of 21 years so to do; provided that, persons nineteen (19) years of age and over who have completed the Beverage Alcohol Sellers and Servers Education and Training (BASSET) program approved by the Educational Foundation of the National Restaurant Association may serve alcoholic beverages to patrons who are dining at the licensed premises if the service of such beverages is only incidental to their primary job function of serving food. (Amended, Ordinance No. 2000-53, June 19, 2000)

32. **PARENTS AND GUARDIANS.** It shall be unlawful for any parent, guardian or person in loco parentis to knowingly suffer or permit any person under the age of 21 years of which he or she may be such parent, guardian or person in loco parentis to violate any provision of this Chapter.

33. **OWNER OF PREMISES.** It shall be unlawful for any owner or occupant of any premises within the City to knowingly allow any person under the age of 21 years to remain on

such premises while in the possession of alcoholic liquor or while consuming alcoholic liquor in violation of the provisions hereof.

34. CONSUMPTION OR POSSESSION OF ALCOHOL IN AN OPEN CONTAINER IN PUBLIC PLACES.

A. Alcoholic liquor shall not be consumed or possessed in an open container at anytime within the City at, in or on the following places:

(1) The right of way of any public highway, street or alley, except as otherwise expressly provided in this Code;

(2) Central Park, except as otherwise expressly provided in this Code, and not including the Transfer House if in conjunction with an approved event;

(3) Public places located in the Central Business District, as defined in this Code, not including any places that have been issued outdoor café permits;

(4) The Street Division and Transit buildings, garages and grounds;

(5) The South Water Treatment Plant and grounds; or any firehouse.

(Amended, Ordinance No. 90-35, March 19, 1990) (Amended, Ordinance No. 92-59, July 13, 1992) (Amended, Ordinance No. 2022-29, July 5, 2022)

B. The Council may provide by ordinance for the consumption or possession of an open container of alcoholic liquor, or the consumption or possession of an open container of wine and beer only, and provide for the regulation of the manner of such consumption or possession of an open container, for limited periods of time at, in or on any or all of, or any portion of, those places listed in Section 34A of this Chapter. (Amended, Ordinance No. 2012-63, September 4, 2012)

35. PENALTY. Any person, firm or corporation who shall violate any provision of this Chapter shall be fined not less than Two Hundred Fifty Dollars (\$250.00) nor shall more than Five Hundred Dollars (\$500.00) for each offense, and each day of a continuing violation be

deemed a separate offense. The penalties or remedies provided herein shall be cumulative and resort to any one or more shall be no defense to prosecution of another. (Amended, Ordinance No. 2011-72, October 31, 2011)

36. LOCATION LIMITATIONS. Except as otherwise provided in Sections 4 (B), (L), and (M) of this Chapter, no license shall be issued for the sale at retail of any alcoholic liquor within five hundred (500) feet of any church or school, other than an institution of higher learning; provided that, this prohibition shall not apply to hotels offering restaurant service, regularly organized clubs, or to restaurants, food shops or other places where the retail sale of alcoholic liquors is not the principal business carried on or licensed businesses located within the B-4 Central Business District. No license shall be issued for the sale at retail of any alcoholic liquor within one hundred (100) feet of any church or school, other than an institution of higher learning for licensed businesses located within the B-4 Central Business District. This prohibition shall not apply to locations licensed on December 18, 1995, or to locations where a church or school has been established within the prohibited distance since the issuance of the most recent license. The distance shall be measured from the property boundary of the licensed premises to the property boundary of the church or school, except for premises located within the main building of a shopping center of 35,000 square feet or more in gross floor area, the distance shall be measured from the lease line of the licensed premises to the property boundary of the church or school. (Amended, Ordinance No. 2016-51, July 18, 2016) (Amended, Ordinance No. 2015-54, October 5, 2015) (Amended, Ordinance No. 2012-94, December 17, 2012) (Amended, Ordinance No. 2004-55, July 6, 2004) (Amended, Ordinance No. 95-76, December 18, 1995)

CHANGES IN TOTAL FEES: BASED ON THE DRAFT ORDINANCE

NOTE: All liquor license establishments **without** video gaming would see no changes in their annual fees as a result of the proposed ordinance.¹ Proposed new fee increases and revenue threshold requirements for liquor license establishments **with** video gaming would not go into effect until July 1, 2024 (however, brand new establishments opened prior to July 1, 2024 would pay the higher rate).

Only liquor license categories that are proposed by the draft ordinance to permit video gaming are listed below:

<u>License Category</u>	<u>Current Fee</u>	<u>Proposed Fee w/V</u>
A	\$2200	\$4200
C	\$2200	\$2725
G	\$2200	\$4200
I	\$2200	\$4200
K	\$2200	\$4200
O	\$2200	\$4200
P	\$6000	\$7500
Per machine gaming fee ²	\$ 250	\$ 250

¹ Clubs without video gaming will actually see a reduction in their liquor license fee if the proposed revisions are implemented. The annual fee would go from \$2200 to \$725.

² Video gaming machine fees are not in the Alcoholic Liquor Code, but rather in the Gaming Code. This language sets the per machine price at \$500, which is split 50/50 between the terminal operator and the liquor establishment. In any event, no change is proposed in this machine fee arrangement or in the amount of the fee.

Video Gaming Revenue from January 1, 2022 to December 31, 2022
Columns B through J - Data from Illinois Gaming Board website
32.57435% of the Net Terminal Income = Establishment Share

Establishment	Amount Played	Amount Won	Net Wager	Funds In	Funds Out	Net Terminal Income	NTI Tax	State Share	Municipality Share	Establishment Share
22nd Street Discount Liquor	\$ 7,487,999.82	\$ 6,785,085.48	\$ 702,914.34	\$ 2,661,213.00	\$ 1,958,298.96	\$ 702,914.04	\$ 238,990.81	\$ 203,845.10	\$ 35,145.71	\$ 228,969.68
Adam's Apple/Barb's Place	\$ 4,854,621.24	\$ 4,406,392.51	\$ 448,228.73	\$ 1,707,086.00	\$ 1,258,857.27	\$ 448,228.73	\$ 152,397.75	\$ 129,986.31	\$ 22,411.44	\$ 146,007.60
Aloha	\$ 534,962.01	\$ 516,277.28	\$ 18,684.73	\$ 170,457.00	\$ 151,772.27	\$ 18,684.73	\$ 6,353.03	\$ 5,418.79	\$ 934.24	\$ 6,086.43
Apollo Café	\$ 857,184.53	\$ 795,127.81	\$ 62,056.72	\$ 320,098.00	\$ 258,041.18	\$ 62,056.82	\$ 21,099.36	\$ 17,996.50	\$ 3,102.86	\$ 20,214.61
Benny's Grill	\$ 4,098,358.31	\$ 3,752,802.40	\$ 345,555.91	\$ 1,339,748.00	\$ 994,192.09	\$ 345,555.91	\$ 117,489.25	\$ 100,211.42	\$ 17,277.83	\$ 112,562.59
Biggens Bar & Billiards	\$ 2,197,667.39	\$ 2,030,650.05	\$ 167,017.34	\$ 740,447.00	\$ 573,430.05	\$ 167,016.95	\$ 56,786.00	\$ 48,435.11	\$ 8,350.89	\$ 54,404.69
Bouron Barrel Bar & Grille	\$ 6,709,368.82	\$ 6,149,078.24	\$ 560,290.58	\$ 2,575,731.00	\$ 2,015,440.42	\$ 560,290.58	\$ 190,498.96	\$ 162,484.41	\$ 28,014.55	\$ 182,511.01
Cancun	\$ 1,110,933.95	\$ 1,006,952.85	\$ 103,981.10	\$ 412,888.00	\$ 308,906.90	\$ 103,981.10	\$ 35,353.67	\$ 30,154.61	\$ 5,199.06	\$ 33,871.17
Captains Palace	\$ 5,231,952.84	\$ 4,811,539.33	\$ 420,413.51	\$ 1,927,886.00	\$ 1,507,418.54	\$ 420,467.46	\$ 142,959.16	\$ 121,935.74	\$ 21,023.42	\$ 136,964.54
Carolyn's Mega Slots	\$ 3,187,797.00	\$ 2,897,773.87	\$ 290,023.13	\$ 1,106,547.00	\$ 816,523.87	\$ 290,023.13	\$ 98,608.03	\$ 84,106.85	\$ 14,501.18	\$ 94,473.15
Charro Mexican Restaurant	\$ 145,353.27	\$ 135,611.10	\$ 9,742.17	\$ 56,797.00	\$ 47,054.83	\$ 9,742.17	\$ 3,312.40	\$ 2,825.28	\$ 487.12	\$ 3,173.45
Corner Gas Station	\$ 12,449,116.89	\$ 11,486,518.36	\$ 962,598.53	\$ 4,003,442.00	\$ 3,040,799.37	\$ 962,642.63	\$ 327,298.62	\$ 279,166.47	\$ 48,132.15	\$ 313,574.58
Curly's	\$ 5,627,723.71	\$ 5,118,886.07	\$ 508,837.64	\$ 2,108,508.00	\$ 1,599,670.36	\$ 508,837.64	\$ 173,004.87	\$ 147,562.99	\$ 25,441.88	\$ 165,750.55
Debbie's	\$ 13,738,754.77	\$ 12,533,683.43	\$ 1,205,071.34	\$ 4,326,775.00	\$ 3,121,703.66	\$ 1,205,071.34	\$ 409,724.45	\$ 349,470.86	\$ 60,253.59	\$ 392,544.16
Debbie's	\$ 2,859,697.89	\$ 2,585,055.84	\$ 274,642.05	\$ 1,104,991.00	\$ 830,348.95	\$ 274,642.05	\$ 93,378.58	\$ 79,646.43	\$ 13,732.15	\$ 89,462.86
Debbie's	\$ 11,857,602.30	\$ 10,824,500.17	\$ 1,033,102.13	\$ 3,723,656.00	\$ 2,690,553.87	\$ 1,033,102.13	\$ 351,254.84	\$ 299,599.72	\$ 51,655.12	\$ 336,526.30
Debbie's	\$ 6,603,637.30	\$ 6,039,181.91	\$ 564,455.39	\$ 2,122,335.00	\$ 1,557,879.61	\$ 564,455.39	\$ 191,914.97	\$ 163,692.15	\$ 28,222.82	\$ 183,867.67
Debbie's	\$ 7,556,393.88	\$ 6,908,328.84	\$ 648,065.04	\$ 2,489,565.00	\$ 1,841,499.96	\$ 648,065.04	\$ 220,341.93	\$ 187,938.70	\$ 32,403.23	\$ 211,102.97
Decatur Conference Center	\$ 2,872,687.24	\$ 2,662,609.54	\$ 210,077.70	\$ 888,948.00	\$ 678,870.30	\$ 210,077.70	\$ 71,426.61	\$ 60,922.71	\$ 10,503.90	\$ 68,431.45
Decatur Eleventh Frame Lounge	\$ 4,384,232.29	\$ 3,993,232.40	\$ 390,999.89	\$ 1,625,158.00	\$ 1,234,158.14	\$ 390,999.86	\$ 132,940.10	\$ 113,390.08	\$ 19,550.02	\$ 127,365.66
Diamonds	\$ 6,522,403.33	\$ 6,005,945.76	\$ 516,457.57	\$ 2,297,972.00	\$ 1,781,514.35	\$ 516,457.65	\$ 175,595.68	\$ 149,772.79	\$ 25,822.89	\$ 168,232.72
Diamonds	\$ 6,949,696.09	\$ 6,262,029.27	\$ 687,666.82	\$ 2,468,397.00	\$ 1,780,730.34	\$ 687,666.66	\$ 233,806.57	\$ 199,423.25	\$ 34,383.32	\$ 224,002.94
Doherty's	\$ 1,665,100.83	\$ 1,495,759.29	\$ 169,341.54	\$ 603,560.00	\$ 434,218.46	\$ 169,341.54	\$ 57,576.32	\$ 49,109.19	\$ 8,467.13	\$ 55,161.91
Donna's	\$ 13,457,474.88	\$ 12,560,846.74	\$ 896,628.14	\$ 4,788,652.00	\$ 3,892,023.86	\$ 896,628.14	\$ 304,853.65	\$ 260,022.23	\$ 44,831.42	\$ 292,070.79
Door 4 Brewing Co.	\$ 407,318.51	\$ 373,786.17	\$ 33,532.34	\$ 137,570.00	\$ 104,037.66	\$ 33,532.34	\$ 11,401.20	\$ 9,724.56	\$ 1,676.44	\$ 10,922.94
Dotty's	\$ 14,002,119.95	\$ 12,801,770.33	\$ 1,200,349.62	\$ 4,541,841.00	\$ 3,341,491.38	\$ 1,200,349.62	\$ 408,119.11	\$ 348,101.59	\$ 60,017.52	\$ 391,006.09
Dotty's	\$ 13,363,946.67	\$ 12,249,228.30	\$ 1,114,718.37	\$ 4,517,205.00	\$ 3,402,435.71	\$ 1,114,769.29	\$ 379,021.66	\$ 323,283.17	\$ 55,738.49	\$ 363,128.85
Dotty's	\$ 12,023,936.72	\$ 10,937,560.78	\$ 1,086,375.94	\$ 3,986,142.00	\$ 2,899,766.06	\$ 1,086,375.94	\$ 369,368.05	\$ 315,049.24	\$ 54,318.81	\$ 353,879.90
Eldorado Liquor	\$ 2,746,272.35	\$ 2,499,361.29	\$ 246,911.06	\$ 1,074,966.00	\$ 828,054.94	\$ 246,911.06	\$ 83,949.89	\$ 71,604.33	\$ 12,345.56	\$ 80,429.67
Flashback Lounge	\$ 3,547,859.48	\$ 3,258,933.31	\$ 288,926.17	\$ 1,222,607.00	\$ 933,680.83	\$ 288,926.17	\$ 98,234.84	\$ 83,788.54	\$ 14,446.30	\$ 94,115.82
Friendly's	\$ 4,117,372.07	\$ 3,744,263.30	\$ 373,108.77	\$ 1,425,684.00	\$ 1,052,574.96	\$ 373,109.04	\$ 126,857.20	\$ 108,201.73	\$ 18,655.47	\$ 121,537.84
Gabby's	\$ 3,067,753.93	\$ 2,782,154.31	\$ 285,599.62	\$ 1,084,042.00	\$ 798,442.60	\$ 285,599.40	\$ 97,103.94	\$ 82,823.96	\$ 14,279.98	\$ 93,032.15
Godfather's Pizza	\$ 6,517,727.44	\$ 5,981,431.72	\$ 536,295.72	\$ 2,214,838.00	\$ 1,678,542.31	\$ 536,295.69	\$ 182,340.75	\$ 155,525.93	\$ 26,814.82	\$ 174,694.84
HD's Lounge	\$ 2,847,113.07	\$ 2,568,376.97	\$ 278,736.10	\$ 1,003,872.00	\$ 725,135.90	\$ 278,736.10	\$ 94,770.55	\$ 80,833.72	\$ 13,936.83	\$ 90,796.47
Jake's	\$ 1,155,097.17	\$ 1,063,633.67	\$ 91,463.50	\$ 386,605.00	\$ 295,141.37	\$ 91,463.63	\$ 31,097.85	\$ 26,524.65	\$ 4,573.20	\$ 29,793.68
Jake's	\$ 10,497,601.12	\$ 9,660,443.99	\$ 837,157.13	\$ 3,666,613.00	\$ 2,829,334.50	\$ 837,278.50	\$ 284,674.61	\$ 242,810.70	\$ 41,863.91	\$ 272,738.03
Jake's	\$ 10,861,642.88	\$ 10,015,979.28	\$ 845,663.60	\$ 3,488,448.00	\$ 2,642,493.20	\$ 845,954.80	\$ 287,624.86	\$ 245,327.10	\$ 42,297.76	\$ 275,564.28
KC Hall/The Hall at Twenty Five	\$ 3,258,392.27	\$ 2,963,378.41	\$ 295,013.86	\$ 1,190,887.00	\$ 895,873.14	\$ 295,013.86	\$ 100,304.85	\$ 85,554.13	\$ 14,750.72	\$ 96,098.85
Kennedy Fried Chicken	\$ 3,970,398.66	\$ 3,629,288.37	\$ 341,110.29	\$ 1,479,837.00	\$ 1,138,727.74	\$ 341,109.26	\$ 115,977.54	\$ 98,922.01	\$ 17,055.53	\$ 111,114.12
Lacey's Place	\$ 10,704,202.87	\$ 9,704,234.38	\$ 999,968.49	\$ 3,571,677.00	\$ 2,571,708.51	\$ 999,968.49	\$ 339,989.55	\$ 289,991.10	\$ 49,998.45	\$ 325,733.24
Lacey's Place	\$ 5,890,677.54	\$ 5,310,339.83	\$ 580,337.71	\$ 2,027,188.00	\$ 1,446,850.29	\$ 580,337.71	\$ 197,315.01	\$ 168,298.10	\$ 29,016.91	\$ 189,041.24
Lacey's Place	\$ 6,434,998.49	\$ 5,791,702.65	\$ 643,295.84	\$ 2,447,752.00	\$ 1,804,446.16	\$ 643,305.84	\$ 218,724.06	\$ 186,558.77	\$ 32,165.29	\$ 209,552.70
Lincoln Square Lounge	\$ 3,514,355.05	\$ 3,198,830.86	\$ 315,524.19	\$ 1,184,961.00	\$ 869,416.61	\$ 315,544.39	\$ 107,285.46	\$ 91,508.18	\$ 15,777.28	\$ 102,786.53
Lindy Lu's/Lu's Lu's	\$ 11,705,551.71	\$ 10,778,134.10	\$ 927,417.61	\$ 3,853,828.00	\$ 2,926,391.29	\$ 927,436.71	\$ 315,328.67	\$ 268,956.82	\$ 46,371.85	\$ 302,106.48
Lindy Lu's/Lu's Lu's	\$ 6,115,264.39	\$ 5,686,199.35	\$ 429,065.04	\$ 2,136,890.00	\$ 1,707,824.56	\$ 429,065.44	\$ 145,882.42	\$ 124,429.12	\$ 21,453.30	\$ 139,765.28
Lindy Lu's/Lu's Lu's	\$ 8,663,130.02	\$ 7,942,699.29	\$ 720,430.73	\$ 3,101,810.00	\$ 2,381,379.27	\$ 720,430.73	\$ 244,946.52	\$ 208,924.98	\$ 36,021.54	\$ 234,675.63
Lindy Lu's/Lu's Lu's	\$ 10,734,879.92	\$ 9,876,157.38	\$ 858,722.54	\$ 3,607,444.00	\$ 2,748,721.46	\$ 858,722.54	\$ 291,965.79	\$ 249,029.67	\$ 42,936.12	\$ 279,723.29
Lock Stock & Barrel	\$ 835,003.08	\$ 776,759.26	\$ 58,243.82	\$ 332,169.00	\$ 273,925.18	\$ 58,243.82	\$ 19,802.93	\$ 16,890.73	\$ 2,912.20	\$ 18,972.55
Los Sauces	\$ 1,366,525.64	\$ 1,238,521.33	\$ 128,004.31	\$ 463,301.00	\$ 335,296.69	\$ 128,004.31	\$ 43,521.66	\$ 37,121.43	\$ 6,400.23	\$ 41,696.57
Love's Travel Stop	\$ 18,299,931.71	\$ 16,703,352.85	\$ 1,596,578.86	\$ 5,879,378.00	\$ 4,282,770.05	\$ 1,596,607.95	\$ 542,847.13	\$ 463,016.66	\$ 79,830.66	\$ 520,084.66
Lucky's Landing	\$ 14,025,285.37	\$ 12,647,255.86	\$ 1,378,029.51	\$ 4,815,026.00	\$ 3,436,996.49	\$ 1,378,029.51	\$ 468,530.23	\$ 399,628.70	\$ 68,901.53	\$ 448,884.16
Mi Lindo Tizapan	\$ 452,159.50	\$ 416,804.01	\$ 35,355.49	\$ 180,815.00	\$ 145,459.51	\$ 35,355.49	\$ 12,020.95	\$ 10,253.17	\$ 1,767.78	\$ 11,516.82
Miss Kimmee's	\$ 11,300,073.72	\$ 10,241,999.41	\$ 1,058,074.31	\$ 3,653,309.00	\$ 2,595,234.69	\$ 1,058,074.31	\$ 359,745.37	\$ 306,841.65	\$ 52,903.72	\$ 344,660.83
Miss Kimmee's	\$ 7,780,280.81	\$ 7,006,656.60	\$ 773,624.21	\$ 2,651,037.00	\$ 1,877,412.79	\$ 773,624.21	\$ 263,032.38	\$ 224,351.17	\$ 38,681.21	\$ 252,003.06
Nellie's Lounge	\$ 5,480,830.06	\$ 5,063,802.84	\$ 417,027.22	\$ 1,607,185.00	\$ 1,190,157.78	\$ 417,027.22	\$ 141,789.39	\$ 120,938.00	\$ 20,851.39	\$ 135,843.91
New Moon	\$ 9,337,059.01	\$ 8,553,323.91	\$ 783,735.10	\$ 3,003,911.00	\$ 2,218,416.80	\$ 785,494.20	\$ 267,067.95	\$ 227,793.25	\$ 39,274.70	\$ 255,869.63

Establishment	Amount Played	Amount Won	Net Wager	Funds In	Funds Out	Net Terminal Income	NTI Tax	State Share	Municipality Share	Establishment Share
New York Restaurant	\$ 98,291.01	\$ 88,893.35	\$ 9,397.66	\$ 38,433.00	\$ 29,035.34	\$ 9,397.66	\$ 3,195.29	\$ 2,725.38	\$ 469.91	\$ 3,061.23
NJ's Place	\$ 2,168,249.51	\$ 1,968,163.55	\$ 200,085.96	\$ 1,012,566.00	\$ 812,480.04	\$ 200,085.96	\$ 68,029.43	\$ 58,025.11	\$ 10,004.32	\$ 65,176.70
Oren Davis Post 99, Veterans of Fc	\$ 4,435,710.00	\$ 4,061,512.94	\$ 374,197.06	\$ 1,329,557.00	\$ 955,359.94	\$ 374,197.06	\$ 127,227.19	\$ 108,517.32	\$ 18,709.87	\$ 121,892.26
Pass the Buck	\$ 7,296,096.21	\$ 6,679,046.08	\$ 617,050.13	\$ 2,452,783.00	\$ 1,835,732.47	\$ 617,050.53	\$ 209,797.24	\$ 178,944.70	\$ 30,852.54	\$ 201,000.20
Pearl's	\$ 13,784,319.80	\$ 12,623,870.01	\$ 1,160,449.79	\$ 4,714,366.00	\$ 3,553,876.21	\$ 1,160,489.79	\$ 394,566.79	\$ 336,542.28	\$ 58,024.51	\$ 378,022.01
Pilot Travel Center	\$ 14,234,957.22	\$ 12,846,750.79	\$ 1,388,206.43	\$ 4,643,515.00	\$ 3,255,240.97	\$ 1,388,274.03	\$ 472,013.22	\$ 402,599.54	\$ 69,413.68	\$ 452,221.24
Port Royal Gastropub	\$ 2,849,551.87	\$ 2,596,079.25	\$ 253,472.62	\$ 1,073,498.00	\$ 820,025.32	\$ 253,472.68	\$ 86,180.40	\$ 73,506.81	\$ 12,673.59	\$ 82,567.08
Rocco's	\$ 4,736,238.80	\$ 4,360,112.69	\$ 376,126.11	\$ 1,655,180.00	\$ 1,279,054.61	\$ 376,125.39	\$ 127,882.95	\$ 109,076.65	\$ 18,806.30	\$ 122,520.40
Ruby's	\$ 17,687,504.04	\$ 16,076,230.60	\$ 1,611,273.44	\$ 5,568,080.00	\$ 3,956,806.56	\$ 1,611,273.44	\$ 547,833.18	\$ 467,269.46	\$ 80,563.72	\$ 524,861.85
Ruby's	\$ 13,352,752.81	\$ 12,116,550.13	\$ 1,236,202.68	\$ 4,408,673.00	\$ 3,172,469.86	\$ 1,236,203.14	\$ 420,309.21	\$ 358,499.02	\$ 61,810.19	\$ 402,685.14
Ruby's	\$ 13,696,014.08	\$ 12,454,060.84	\$ 1,241,953.24	\$ 4,703,698.00	\$ 3,461,744.76	\$ 1,241,953.24	\$ 422,264.24	\$ 360,166.56	\$ 62,097.68	\$ 404,558.20
Skycity Grill	\$ 892,567.47	\$ 828,564.71	\$ 64,002.76	\$ 335,667.00	\$ 271,664.14	\$ 64,002.86	\$ 21,761.10	\$ 18,560.96	\$ 3,200.14	\$ 20,848.52
Sundown Lounge	\$ 8,254,562.05	\$ 7,560,898.01	\$ 693,664.04	\$ 2,613,133.00	\$ 1,919,468.96	\$ 693,664.04	\$ 235,845.77	\$ 201,162.56	\$ 34,683.21	\$ 225,956.55
The 48 Inn	\$ 3,124,179.28	\$ 2,868,310.79	\$ 255,868.49	\$ 1,065,099.00	\$ 809,230.51	\$ 255,868.49	\$ 86,995.41	\$ 74,201.97	\$ 12,793.44	\$ 83,347.50
The American Legion	\$ 2,288,274.13	\$ 2,137,088.07	\$ 151,186.06	\$ 699,636.00	\$ 548,450.30	\$ 151,185.70	\$ 51,403.39	\$ 43,844.08	\$ 7,559.31	\$ 49,247.76
The Beach House	\$ 7,711.30	\$ 7,022.19	\$ 689.11	\$ 3,258.00	\$ 2,568.89	\$ 689.11	\$ 234.27	\$ 199.82	\$ 34.45	\$ 224.47
The Caddy Shack	\$ 1,504,309.29	\$ 1,347,340.30	\$ 156,968.99	\$ 569,147.00	\$ 412,178.05	\$ 156,968.95	\$ 53,369.65	\$ 45,521.18	\$ 7,848.47	\$ 51,131.62
The Crowbar	\$ 3,243,411.34	\$ 3,017,877.80	\$ 225,533.54	\$ 1,117,064.00	\$ 891,530.46	\$ 225,533.54	\$ 76,681.59	\$ 65,404.88	\$ 11,276.71	\$ 73,466.08
The Draft	\$ 2,064,477.31	\$ 1,911,741.68	\$ 152,735.63	\$ 720,839.00	\$ 568,103.27	\$ 152,735.73	\$ 51,930.21	\$ 44,293.43	\$ 7,636.78	\$ 49,752.67
The Elks	\$ 1,086,162.02	\$ 993,680.94	\$ 92,481.08	\$ 361,763.00	\$ 269,281.74	\$ 92,481.26	\$ 31,443.77	\$ 26,819.70	\$ 4,624.07	\$ 30,125.17
The Garden Family Restaurant	\$ 3,406,372.85	\$ 3,105,329.07	\$ 301,043.78	\$ 1,250,796.00	\$ 949,752.22	\$ 301,043.78	\$ 102,355.06	\$ 87,302.84	\$ 15,052.22	\$ 98,063.05
The Green Street Lounge	\$ 2,119,907.55	\$ 1,951,927.91	\$ 167,979.64	\$ 734,988.00	\$ 567,008.36	\$ 167,979.64	\$ 57,113.40	\$ 48,714.39	\$ 8,399.01	\$ 54,718.28
The Lotus Flower	\$ 6,699,722.87	\$ 6,134,513.60	\$ 565,209.27	\$ 2,303,426.00	\$ 1,738,216.73	\$ 565,209.27	\$ 192,171.42	\$ 163,910.94	\$ 28,260.48	\$ 184,113.25
The Wagon	\$ 1,578,013.55	\$ 1,453,385.79	\$ 124,627.76	\$ 621,733.00	\$ 497,105.24	\$ 124,627.76	\$ 42,373.52	\$ 36,142.13	\$ 6,231.39	\$ 40,596.68
The Winery	\$ 6,330,021.39	\$ 5,819,453.90	\$ 510,567.49	\$ 2,306,985.00	\$ 1,796,417.46	\$ 510,567.54	\$ 173,593.33	\$ 148,064.92	\$ 25,528.41	\$ 166,314.06
Thirsty's Speakeasy & Grille	\$ 3,318,466.57	\$ 3,022,453.48	\$ 296,013.09	\$ 1,276,562.00	\$ 980,548.96	\$ 296,013.04	\$ 100,644.42	\$ 85,843.79	\$ 14,800.63	\$ 96,424.32
Thornton's	\$ 11,879,479.79	\$ 10,892,070.83	\$ 987,408.96	\$ 4,021,384.00	\$ 3,033,926.73	\$ 987,457.27	\$ 335,735.56	\$ 286,362.69	\$ 49,372.87	\$ 321,657.79
Vegas Place	\$ 4,720,931.88	\$ 4,254,326.84	\$ 466,605.04	\$ 1,617,783.00	\$ 1,151,177.88	\$ 466,605.12	\$ 158,645.83	\$ 135,315.58	\$ 23,330.25	\$ 151,993.58
Waterfront Café	\$ 2,317,049.83	\$ 2,121,983.50	\$ 195,066.33	\$ 800,205.00	\$ 605,138.53	\$ 195,066.47	\$ 66,322.55	\$ 56,569.24	\$ 9,753.31	\$ 63,541.63
Whit's End	\$ 2,297,877.39	\$ 2,094,294.19	\$ 203,583.20	\$ 822,133.00	\$ 618,549.82	\$ 203,583.18	\$ 69,218.46	\$ 59,039.29	\$ 10,179.17	\$ 66,315.90
Wild Dog	\$ 5,400,964.64	\$ 4,952,401.99	\$ 448,562.65	\$ 1,613,780.00	\$ 1,165,219.95	\$ 448,560.05	\$ 152,510.68	\$ 130,082.65	\$ 22,428.03	\$ 146,115.52
Woody's	\$ 5,060,247.32	\$ 4,658,785.89	\$ 401,461.43	\$ 1,948,100.00	\$ 1,546,638.57	\$ 401,461.43	\$ 136,496.98	\$ 116,423.91	\$ 20,073.07	\$ 130,773.45

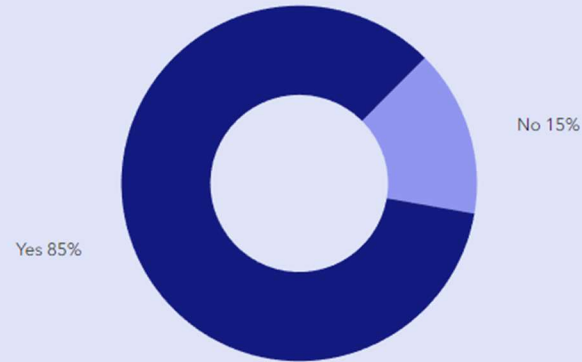


Decatur Video Gaming Survey Results

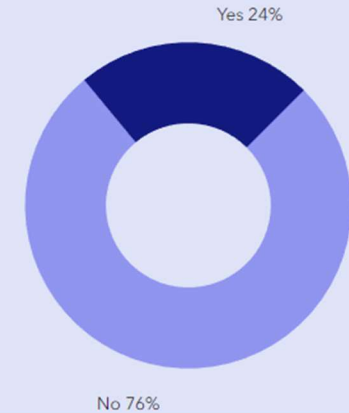
Surveys Submitted

787

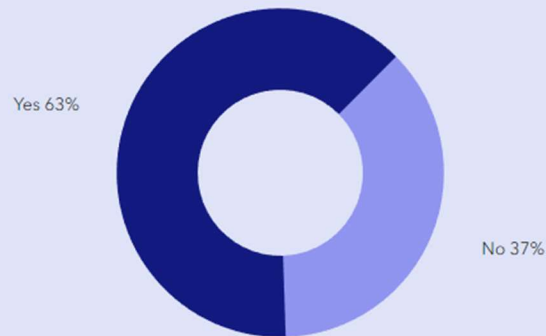
1. Do you believe there are too many business establishments with video gaming in Decatur?



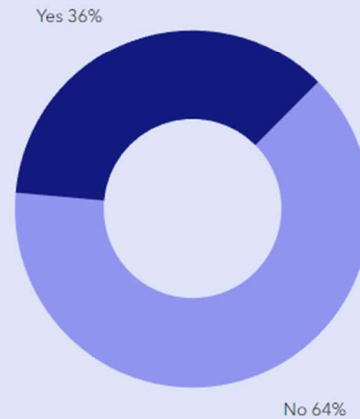
2. Should the City Council issue more licenses to liquor-selling businesses because they may not be able to stay open unless they have video revenues?



3. Does the presence of video gaming in local business establishments distract or disrupt your dining, socializing or shopping experience?



4. Should the City raise other taxes or cut services so it can be less dependent on gaming revenues?



5. Should the City increase or decrease the video gaming fee?



Financial Management

DATE: 6/14/2023

MEMO:

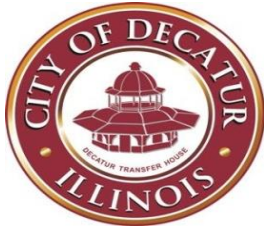
TO: Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Ruby James, CFO & Treasurer

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Cover memo	Cover Memo
Backup Data	Backup Material



CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523

Treasurers Financial Report May 2023

The Year in Play

The total budget for fiscal year 2023 authorizes \$274.5 million in expenditures, against \$236.5 million in authorized revenues.

The General Fund budget, as a part of the adopted City budget, includes General Fund Revenue of \$87.1 million and Expense of \$88.8 million.

City Financial Position

The City of Decatur ended the month with a total cash position of \$123.3 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of \$120.8 at the end of last month.

The City General Fund ended the month with a cash position of \$25.5 million versus last month's cash position of \$23.4 million. The General Fund is the primary operating fund of the City which provides the cash to pay for the basic services to citizens and stakeholders, including public safety protection, public works services, code enforcement, economic and community development services as well as general government service.

The General Fund cash reserve position is 101 days. The council approved cash reserve policy is a 90-day cash reserve, which is calculated for the FY2023 budget at \$20.9 million without the special project reserve.

City cash reserves are contained in Special Revenue funds (\$22.5 million), TIF Redevelopment funds (\$3.1 million), Capital funds (\$4.2 million), Debt Service fund (\$1.8 million), Internal Service funds (\$4.9 million) and Enterprise funds (\$61.0 million), which are earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

City cash position reported in \$ millions, numbers may not add due to rounding

Fund Type	Mar-23	Apr-23	May-23	Comment
Special Revenue	22.9	22.5	22.5	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	3.07	3.1	3.1	Debt service and redevelopment agreement obligations
Capital	3.3	4.4	4.2	Capital funding available
Debt	1.8	1.8	1.8	Debt service obligations
Internal Service	5	4.8	4.9	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	59.6	60.7	61	Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber
Non-General Fund	95.67	97.3	97.5	
General Fund	25.1	23.4	25.5	Basic services to citizens and stakeholders
Total City Cash	121.8	120.8	123.3	

Changes of note in the period:

- Property tax distributions start in the month of June, which will affect fund balances.

General Fund Position

Cash

The City General Fund cash position ended the reporting period at \$22.5 million. The current cash balance represents a cash reserve position of about 101 days. The general fund 90 reserve was calculated to be \$20.9 million for the FY2023 budget based on the policy of excluding capital expenses. About a quarter million dollars represents one day of reserve.

General Fund Result

City General Fund position of revenue received versus expense incurred to date is as follows for the period.

\$(000)	Budget(4)	Year to Date(1)	Budget Target(2)	% vs Target(3)
Revenue	87,097	31,661	32,881	-4%
Expense	88,862	31,380	30,092	4%
Surplus	(1,765)	281	2,789	

Chart notes

1 – actual year to date general fund revenue and expense

2 – budget year to date general fund revenue and expense

3 – year to date percentage comparison of actual to budget

4 – annual budget from Council Adoption

Revenue Comments

- About a million dollars of grant expenses that fund Public Transit's operations were received.
- Revenue was under budget for the General Fund because of less revenue in building permits.
- The revenue estimates are based upon the FY2022 actual collections. For example, if 10% of a revenue was received in FY2022 in a given month, the FY2023 budgeted amounts, with certain exceptions, are budgeted to come at 10% in that same month in FY2023.
- Local and state economic indicator taxes, which are distributed with a 1-3 month lag between merchant collection and distribution to the city are generally positive compared to last year.

General Fund Revenue

Revenue to date through the period is \$32.8 million versus budget to date revenue of \$31.6 million, under budget by 4%.

Year to date position of revenue vs. budget

GENERAL GOV TAXES	Actual YTD	Budget YTD	vs Budget	% vs Budget
PROPERTY TAX	-	-	-	
MOBILE HOME PRIVELEGE TAX	-	-	-	
STATE SALES TAX	5,557,256	5,535,763	21,493	0%
TELEPHONE UTILITY TAX	519,809	481,819	37,990	7%
FOOD & BEVERAGE TAX	1,674,722	1,603,273	71,449	4%
HOTEL AND MOTEL TAX	425,737	378,290	47,447	11%
LOCAL SALES TAX	5,366,664	5,242,017	124,647	2%
AVIATION FUEL TAX	8,054	3,333	4,720	59%
LOCAL USE TAX	1,278,640	1,291,858	(13,218)	-1%
AUTO RENTAL TAX	21,742	17,752	3,990	18%
UTILITY TAX - ELECTRIC & GAS	2,235,637	2,614,313	(378,677)	-17%
VIDEO GAMING TAX	1,004,154	956,978	47,176	5%
CABLE TV TAX	481,723	514,842	(33,119)	-7%
Sub Total	18,574,136	18,640,239	(66,103)	0%
GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	50,511	-	50,511	100%
STATE REPLACEMENT TAX	1,914,981	1,250,214	664,767	35%
STATE INCOME TAX	5,387,662	6,387,874	(1,000,213)	-19%
FEDERAL GRANTS	-	250,000	(250,000)	
STATE GRANTS OR OTHER	-	62,500	(62,500)	
POLICE OT REIMBURSEMENTS	36,652	27,560	9,093	25%
CANNABIS TAX	45,179	51,760	(6,580)	-15%
OPIOID TREATMENT FUNDING	50,000	-	50,000	100%
ADDI REIMBURSEMENTS	1,102	-	-	
Sub Total	7,486,087	8,029,908	(544,922)	-7%
GENERAL GOVERNMENT (SERVICE)				
Sub Total	3,487,425	3,609,418	(121,993)	-3%
GENERAL GOV LICENSES/PERMITS				
Sub Total	360,084	947,776	(587,692)	-163%
GENERAL GOV OTHER				
Sub Total	1,753,849	1,654,217	99,632	6%
General Fund Total (year-to-date)	31,661,581	32,881,558	(1,219,977)	-4%

Revenue numbers may not add due to rounding

Key Economic Driven General Fund Revenues vs. the Full Year Target

Key General Fund revenues supporting General Fund expenses are presented in the chart below depicting the full year budget, year-to-date revenue received, with comparison to the full year budget and prior year revenue receipt.

	2023 Budget	2023 YTD	YTD % of budget	2022 YTD	% Change year vs year
State Sales Tax	13,914,000	5,557,256	39.9%	5,170,224	7.5%
Local Sales Tax (Gen Fund)	13,334,000	5,366,664	40.2%	4,896,872	9.6%
State Income Tax	11,874,000	5,387,662	45.4%	6,026,296	-10.6%
Utility Tax (Gas/Electric)	5,337,000	2,235,637	41.9%	2,452,452	-8.8%
Food & Beverage Tax (Gen Fund)	3,997,000	1,674,722	41.9%	1,498,386	11.8%
Use Tax	3,020,000	1,278,640	42.3%	1,207,344	5.9%
Video Gaming Tax	2,386,000	1,004,154	42.1%	947,503	6.0%
State/Local Replacement Tax (Gen Fund)	2,056,000	1,965,492	95.6%	2,235,383	-12.1%
Hotel & Motel Tax	1,152,000	425,737	37.0%	351,244	21.2%
Cable TV Tax	1,034,000	481,723	46.6%	507,234	-5.0%

General Fund Expense Comments

On a year-to-date basis, general fund spending is \$31.3 million of a \$88.6 million budget.

Year to date position of expense vs. budget

	Actual	Yearly Budget	% of Budget
General Government	8,593,657	19,103,490	45%
Developmental Services	1,485,714	4,287,539	35%
Public Safety	17,245,552	54,833,436	31%
Public Works	4,210,005	11,045,035	38%
General Fund Expense	31,380,620	88,862,000	35%

Expense numbers may not add due to rounding

Cash balances in funds of note are as follows with comment:

The Trust & Agency Fund balance is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Fund	Fund Balance	Comment
Federal HOME	\$ (848)	Federally approved programs
Federal CDBG	\$ (23,961)	Community Development Block Grant
State Drug Enforcement	\$ 374,855	Police programs
Federal DUI Drug Enforcement	\$ 346,610	Police programs
Building Fund	\$ 625,981	R&M and capital of Library facility
Public Library	\$ 812,340	Operational fund of Library
Library Capital	\$ 997,467	Capital Expense requirements and cash reserves
Library Trust	\$ 102,209	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	\$ 1,763,472	Street repairs and maintenance
Motor Fuel Tax	\$ 6,671,571	Street repairs and maintenance
Community Revitalization	\$ 9,303,598	Revitalization initiatives
2018 Project	\$ 216,304	General Obligation bond proceeds for construction of new fire stations
Capital Project	\$ 82,197	Minimal funding available
Equipment Replacement	\$ 1,151,126	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	\$ 1,877,168	Debt payments on current debt issues
Fleet Maintenance	\$ 702,706	Repair and maintenance of city vehicle fleet
Risk Management	\$ 4,221,550	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	\$ 54,809	Coverage for healthcare and other benefit expenses.
Public Transit Operations	\$ (1,261,616)	Operational and capital funding of the transit system
Fiber Optics	\$ 763,237	City investment in the next phase of a fiber optic network
Storm Water	\$ 3,154,654	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	\$ 12,925,253	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects
Water Utility	\$ 7,260,396	Balance and ongoing cash flow is sufficient to fund currently defined water projects.
2022 Bond Fund	\$ 24,606,889	Bond revenues in FY22
Grant	\$ 645,682	Unbudgeted FY2022 grants
ARP	\$ 2,631,902	Federal ARP funds as per city budget

Investments

City investments include about \$52.1 million in US Treasury Bonds and an additional \$20.3 million from the 2022 bond proceeds from this fiscal year. The investment schedule provides the details of the investments. The investments are comprised of fire station initiative bond proceeds, pooled cash, and the 2022 bond proceeds.

The bond proceeds and pooled cash are invested in treasury bonds and are scheduled to mature over the next months to three years, the 2022 bond funds in short term investments through 2023.

Investment instruments are in accordance with the City Investment Policy with interest rates maximized given available current marketplace investment returns.

Debt

Debt outstanding was \$126.9 million in outstanding principal as of June 2023. All debt principal and interest payments are covered within the 2023 fiscal year operating plan and budget and are secured within the current cash flow operations of the city.

Revenue Tracking

City-wide Revenue received during the reporting period is \$16.5 million. This is 7% of the annual revenue budget of \$236 million.

Of note, the property tax revenues received by the City according to the tax levy in effect will provide the cash resources to fund City contributions to the Police and Firemen's Pension Fund, fund City contributions to the operation of the Decatur Public Library, provide City funding for a portion of the General Obligation Bond debt payments, and provide funding for the City contribution to the Decatur Municipal Band.

The property tax revenues received in FY2023 provide for the pension funds, operation of the Library, debt payments and the Municipal Band. Only a portion of the city's operational costs are funded by property tax, which are more generally funded by a variety of other revenues such as state income and use taxes, or fees for service, as per the Water Fund.

Property Tax for FY2023

The levy is \$15,323,128 million, excluding TIF districts. The tax rate is estimated at 1.62733% of the EAV of \$941,610,236, with another \$19.2 million for the TIF districts. The City property tax levy is about 16% of the total property tax rate for City property owners.

Expenditure Tracking

City-wide expenses during the reporting period were \$13.6 million, which is 5% of the annual revised expense budget of \$274.5 million.

Water Utility

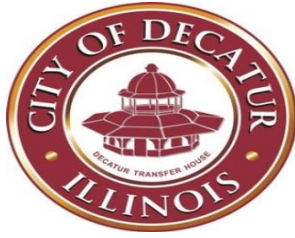
The financial performance of the City Water Utility is illustrated in this report. The report mimics the reporting for a business enterprise, depicting actual profit and loss performance versus budget, compared to the previous year, as well as on a monthly basis. In addition, key balance sheet items are reported as well as Capital Expense spending.

Water Utility performance achieved through the end of the month, on an operating margin (before debt service or transfer to capital) about \$1.5 million of expenses over revenue. In FY2022, the comparable was \$1.3 million revenue over expenses. In debt payments for the Fiscal Year, about \$9 million has been paid out so far.

The report entitled “Water Utility Metrics” is a schedule reporting on key metrics in comparison to the prior year.

Headcount Staffing Across all Funds

Current full-time staffing level is 433 FTEs versus budget of 465 FTEs. There are 29 part-time and temp employees.



Fiscal Year 2023

Fiscal Period Ending May 2023

City of Decatur

Treasurer's Financial Report

Report Distribution:

***Mayor
City Council Members
City Manager
City Clerk
City Department Heads
Public Copy in Office of the City Clerk***

Prepared By:

Office of the City Treasurer

City of Decatur
Treasurer's Cash Report

Month of: May 2023

Fund	Fund Name	Opening Cash & Investments	Receipts	Disbursements	Balance Sheet Accts Activity	Investment Transfers	Ending Cash Balance	Investments	Total Cash & Investments	Interfund Loans (Borrowing)
10	General Fund	23,386,727.13	7,066,237.75	4,955,558.65	86,957.50		25,584,363.73		25,584,363.73	0.00
	Special Revenue Funds									
14	PAYROLL FUND	0.00	0.00	0.00	0.00		51,412.00		51,412.00	
16	COMMUNITY GRANT FUND	(52,468.75)	10,000.00	0.00	0.00		(42,468.75)		(42,468.75)	
17	HOME FUND	15,558.08	1,154.63	17,560.84	0.00		(848.13)		(848.13)	
18	CDBG FUND	15,646.45	208.86	39,816.26	0.00		(23,960.95)		(23,960.95)	
22	DUATS FUND	59,174.43	95.06	10,727.83	0.00		48,541.66		48,541.66	
25	STATE DRUG ENFORCEMENT	419,798.14	399.42	10,245.00	(35,098.00)		374,854.56		374,854.56	
26	DUI FINES AND FEES FUND	229,343.89	4,402.33	176.54	0.00		233,569.68		233,569.68	
27	POLICE LAB & PROGRAMS	186,988.21	293.19	0.00	0.00		187,281.40		187,281.40	
30	FEDERAL DRUG ENFORCEMENT	346,391.40	218.41	0.00	0.00		346,609.81		346,609.81	
34	BUILDING FUND	644,894.74	52,010.06	70,923.49	0.00		625,981.31		625,981.31	
35	LIBRARY FUND	843,231.15	265,207.24	310,812.57	14,714.00		812,339.82		812,339.82	
36	MUNICIPAL BAND FUND	93,548.43	1,172.98	216.00	0.00		94,505.41		94,505.41	
37	FOREIGN FIRE INSURANCE FUND	209,347.28	343.22	7,516.54	0.00		202,173.96		202,173.96	
42	LOCAL STREETS & ROADS	1,615,735.83	147,736.39	0.00	0.00		1,763,472.22		1,763,472.22	
46	MOTOR FUEL TAX FUND	6,465,137.29	264,100.74	57,666.70	0.00		6,671,571.33		6,671,571.33	
58	LIBRARY CAPITAL	996,108.45	1,358.76	0.00	0.00		997,467.21		997,467.21	
59	LIBRARY TRUST FUNDS	103,082.44	504.68	1,378.35	0.00		102,208.77		102,208.77	
82	DCDF FUND	162,708.20	1,648.61	8.86	0.00		164,347.95		164,347.95	
84	COMMUNITY REVITALIZATION	9,511,646.92	15,949.82	223,998.95	0.00		9,303,597.79		9,303,597.79	
85	GRANT FUND	645,275.31	406.87	0.00	0.00		645,682.18		645,682.18	
	Total Special Revenue Funds	22,511,147.89	767,211.27	751,047.93	(20,384.00)	0.00	22,506,927.23	0.00	22,558,339.23	0.00
	TIF & Redevelopment Funds									
19	OLDE TOWNE TIF FUND	245,908.86	544.74	0.00	0.00		246,453.60		246,453.60	
21	WABASH CROSSING TIF	2,037,231.96	3,102.00	0.00	0.00		2,040,333.96		2,040,333.96	
23	EASTGATE TIF FUND	287,413.55	19,346.41	0.00	0.00		306,759.96		306,759.96	
24	SOUTHSIDE TIF FUND	185,444.12	296.35	0.00	0.00		185,740.47		185,740.47	
28	PINES SHOPPING CENTER TIF	119,664.35	3,242.17	0.00	0.00		122,906.52		122,906.52	
29	GRAND & OAKLAND TIF	230,570.90	6,059.83	0.00	0.00		236,630.73		236,630.73	
	Total TIF & Redevelpmnt Funds	3,106,233.74	32,591.50	0.00	0.00	0.00	3,138,825.24	0.00	3,138,825.24	0.00
	Capital Funds									
40	PEG CAPITAL FUND	113,738.59	13,408.05	2,189.96	0.00		124,956.68		124,956.68	
44	2018 PROJECT FUND	223,664.12	1,398.15	8,758.24	0.00		216,304.03	0.00	216,304.03	
45	CAPITAL PROJECT FUND	30,825.54	77,238.65	25,867.09	0.00		82,197.10		82,197.10	(481,816.00)
61	EQUIPMENT REPLACEMENT	1,388,482.66	12,462.69	249,819.29	0.00		1,151,126.06		1,151,126.06	
99	AMERICAN RESCUE PLAN	2,652,767.62	0.00	20,866.00	0.00		2,631,901.62		2,631,901.62	
	Total Capital Funds	4,409,478.53	104,507.54	307,500.58	0.00	0.00	4,206,485.49	0.00	4,206,485.49	(481,816.00)

City of Decatur
Treasurer's Cash Report

Month of: May 2023

<i>Fund</i>	<i>Fund Name</i>	<i>Opening Cash & Investments</i>	<i>Receipts</i>	<i>Disbursements</i>	<i>Balance Sheet Accts Activity</i>	<i>Investment Transfers</i>	<i>Ending Cash Balance</i>	<i>Investments</i>	<i>Total Cash & Investments</i>	<i>Interfund Loans (Borrowing)</i>
50	Debt Fund DEBT FUND	1,857,164.57	20,003.49	0.00	0.00		1,877,168.06		1,877,168.06	0.00
60	Internal Service Funds FLEET MAINTENANCE	653,806.00	272,985.97	228,360.56	4,275.00		702,706.41		702,706.41	
64	RISK MANAGEMENT	3,934,940.67	343,671.58	57,062.13	0.00		4,221,550.12		4,221,550.12	
65	INSURANCE FUND	224,002.61	943,499.63	1,112,693.50	0.00		54,808.74		54,808.74	
	Total Internal Service Funds	4,812,749.28	1,560,157.18	1,398,116.19	4,275.00	0.00	4,979,065.27	0.00	4,979,065.27	0.00
70	Enterprise Funds TRANSIT - OPERATION	(1,537,200.04)	1,050,822.24	774,853.45	(385.00)		(1,261,616.25)		(1,261,616.25)	
77	FIBER OPTICS	667,853.71	104,524.62	9,141.60	0.00		763,236.73		763,236.73	
78	STORM WATER	3,175,749.43	181,133.36	202,228.83	0.00		3,154,653.96		3,154,653.96	
79	SEWER FUND	12,817,420.53	316,821.72	208,988.98	0.00		12,925,253.27		12,925,253.27	
80	WATER FUND	5,751,293.56	2,849,636.47	1,335,047.33	(5,486.57)		7,260,396.13		7,260,396.13	
81	WATER CAPITAL	2,383,677.43	24,906.11	1,555,508.57	0.00		853,074.97		853,074.97	481,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	270,895.90	67,575.30	91,137.47	0.00		247,333.73		247,333.73	
89	2022 BOND FUND	24,721,549.94	94,475.70	209,136.78	0.00		24,606,888.86		24,606,888.86	
	Total Enterprise Funds	60,751,240.46	4,689,895.52	4,386,043.01	(5,871.57)	0.00	61,049,221.40	0.00	61,049,221.40	481,816.00
90	Trust & Agency Funds FIRE PENSION FUND CASH	2,858,213.91	159,398.14	806,453.63	0.00		2,211,158.42		2,211,158.42	
90	FIRE PENSION INVESTMENTS	85,689,099.63	907,088.87	2,281.98	0.00			86,593,906.52	86,593,906.52	
	TOTAL FIRE PENSION	88,547,313.54	1,066,487.01	808,735.61	0.00	0.00	2,211,158.42	86,593,906.52	88,805,064.94	
91	POLICE PENSION FUND CASH	8,376,573.55	190,845.74	979,673.47	0.00		7,587,745.82		7,587,745.82	
91	POLICE PENSION INVESTMENTS	115,589,945.92	1,036,507.52	80,179.62	0.00			116,546,273.82	116,546,273.82	
	TOTAL FIRE PENSION	123,966,519.47	1,227,353.26	1,059,853.09	0.00	0.00	7,587,745.82	116,546,273.82	124,134,019.64	
	Total Trust & Agency Funds	212,513,833.01	2,293,840.27	1,868,588.70	0.00	0.00	9,798,904.24		212,939,084.58	0.00
	Total City Funds	333,348,574.61	16,534,444.52	13,666,855.06	64,976.93	0.00	133,140,960.66	0.00	336,332,553.00	
Memorandum Items										
	Pooled Cash Investments							52,131,027.29	52,131,027.29	
	City Funds ex Trust & Agency	120,834,741.60	14,240,604.25	11,798,266.36	64,976.93	0.00	123,342,056.42	52,131,027.29	123,393,468.42	0.00

City of Decatur
Treasurer's Investment Report

Month of : May 2023

Pooled Cash

Account # 8051000942

Multiple Funds - Pooled Cash

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2023	BTD Interest Received
US Treasury Bond	Mar - Sep	03/31/23	1.50000%	1.700%	-	-	-	-	13,687.50	23,866.07
US Treasury Bond	Mar - Sep	03/31/23	1.50000%	4.340%	-	-	-	-	-	-
US Treasury Bond	Feb - Aug	08/31/23	0.12500%	3.410%	1,750,000.00	2,919,892.58	2,960,730.00	-	991.85	(101.90)
US Treasury Bond	Feb - Aug	08/31/23	0.12500%	4.650%	1,250,000.00	-	-	-	-	-
US Treasury Bond	May - Nov	11/30/23	0.50000%	0.520%	2,225,000.00	4,399,441.41	4,368,718.75	11,187.50	9,230.09	20,355.09
US Treasury Bond	May - Nov	11/30/23	0.50000%	4.790%	1,000,000.00	-	-	-	-	-
US Treasury Bond	May - Nov	11/30/23	0.50000%	4.510%	1,250,000.00	-	-	-	-	-
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	0.460%	1,500,000.00	2,682,822.26	2,614,232.50	-	(849.92)	4,775.08
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	4.160%	1,250,000.00	-	-	-	-	-
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	0.390%	1,600,000.00	1,599,062.50	1,514,192.00	-	3,000.00	6,000.00
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	0.530%	1,000,000.00	2,180,195.32	2,123,527.50	-	1,760.35	5,510.35
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	4.050%	1,250,000.00	-	-	-	-	-
US Treasury Bill Zero	Apr-Oct	04/27/23	0.37400%	4.020%	-	-	-	-	4,660.24	4,660.24
US Treasury Bond	May - Nov	05/31/23	0.12500%	4.640%	1,250,000.00	1,239,550.78	-	781.25	291.89	291.89
US Treasury Bond	Jun-Dec	06/30/23	0.12500%	4.650%	1,250,000.00	1,234,863.28	1,244,912.50	-	(358.25)	(358.25)
US Treasury Bond	Jan-July	07/15/23	0.12500%	4.590%	1,250,000.00	1,232,812.50	1,241,887.50	-	(293.51)	(293.51)
US Treasury Bond	Mar - Sep	09/30/23	0.25000%	4.620%	1,250,000.00	1,222,265.63	1,228,950.00	-	60.11	60.11
US Treasury Bond	Apr-Oct	10/15/23	0.12500%	4.640%	1,250,000.00	1,219,140.63	1,226,075.00	-	94.44	94.44
US Treasury Bond	Jun-Dec	12/31/23	2.25000%	4.500%	1,250,000.00	1,228,857.42	1,227,975.00	-	(6,448.56)	(6,448.56)
US Treasury Bond	Jan-July	01/15/24	0.12500%	4.460%	1,250,000.00	1,207,275.39	1,210,300.00	-	(293.51)	(293.51)
US Treasury Bond	Feb - Aug	02/15/24	0.12500%	4.450%	1,250,000.00	1,202,880.86	1,204,937.50	-	(159.70)	(159.70)
US Treasury Bond	Mar - Sep	03/15/24	0.25000%	4.360%	1,250,000.00	1,201,464.84	1,202,250.00	-	(76.41)	(76.41)
US Treasury Bond	Apr-Oct	04/30/24	2.00000%	4.330%	1,250,000.00	1,218,994.14	1,213,525.00	12,500.00	2,555.25	2,555.25
US Treasury Bond	May - Nov	05/15/24	0.25000%	5.250%	1,250,000.00	1,192,431.64	1,191,987.50	(135.87)	(135.87)	(135.87)
US Treasury Bond	May - Nov	05/31/24	2.50000%	4.180%	1,250,000.00	1,225,927.74	1,217,087.50	15,625.00	5,837.91	5,837.91
US Treasury Bond	Jan-July	07/15/24	0.37500%	4.100%	1,250,000.00	1,191,113.28	1,186,812.50	-	(880.54)	(880.54)
US Treasury Bond	Feb - Aug	08/31/24	1.25000%	4.050%	1,250,000.00	1,201,660.16	1,194,137.50	-	(1,019.01)	(1,019.01)
US Treasury Bond	Apr-Oct	10/15/24	0.62500%	3.980%	1,250,000.00	1,187,207.03	1,180,275.00	-	472.18	472.18
US Treasury Bond	May - Nov	11/15/24	0.75000%	3.950%	1,250,000.00	1,186,914.06	1,179,487.50	4,687.50	1,346.69	1,346.69
US Treasury Bond	Jun-Dec	12/15/24	1.00000%	3.880%	1,250,000.00	1,190,380.86	1,181,050.00	-	(3,399.73)	(3,399.73)
US Treasury Bond	Jan-July	01/15/25	1.12500%	3.890%	1,250,000.00	1,190,087.89	1,181,150.00	-	(2,641.58)	(2,641.58)
US Treasury Bond	Feb - Aug	02/15/25	1.50000%	3.850%	1,250,000.00	1,196,777.34	1,186,675.00	-	(1,916.44)	(1,916.44)
US Treasury Bond	Mar - Sep	03/15/25	1.75000%	3.800%	1,250,000.00	1,201,708.99	1,189,937.50	-	(534.99)	(534.99)
US Treasury Bond	Mar - Sep	03/31/25	0.50000%	4.090%	1,825,000.00	1,700,244.14	1,697,469.00	-	-	-
US Treasury Bond	Apr-Oct	04/30/25	0.37500%	4.060%	1,250,000.00	1,162,060.55	1,157,037.50	2,343.75	25.90	25.90
US Treasury Bond	May - Nov	05/31/25	0.25000%	3.980%	1,000,000.00	926,835.94	920,940.00	151.10	151.10	151.10
Federated US Treasury Cash Reserves		Liquid			11,166,514.66	10,388,158.13	10,488,671.74	43,770.82	61,365.28	
Total Investment(s)					54,316,514.66	52,131,027.29	50,734,931.49	90,911.05	86,522.76	57,742.30

Journal Entry							
Pooled Cash	Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees	0.00	(2,080.15)	(10,036.66)			-	(12,116.81)
Gain/Loss from sale of bond	10,449.22	5,494.14	10,449.22			-	15,943.36
Interest (Income)	90,911.05	(28,184.65)	114,707.41	-	-	-	86,522.76
	101,360.27	(24,770.66)	115,119.97	-	-	-	90,349.31

City of Decatur
Treasurer's Investment Report

Month of : May 2023

Water Capital Bond

Account # 1001027214

Fund 89

<i>Investment Instrument</i>	<i>Expect Int Income</i>	<i>Maturity Date</i>	<i>Coupon Rate</i>	<i>Yield at Purchase</i>	<i>Par Value Amount</i>	<i>Cost</i>	<i>Market Value</i>	<i>CP Interest Received</i>	<i>YTD Interest Received 2023</i>	<i>BTD Interest Received</i>
United States Treasury Bill Zero 19 Jan 2023	Jan-Jul	1/19/2023	1.340%		-	-	-	-	26,445.00	26,445.00
United States Treasury Note/Bond 1.5% 28 Feb 2023	Feb-Aug	2/28/2023	1.500%	3.020%	-	-	-	-	15,000.00	16,875.00
United States Treasury Note/Bond .125% 31 Mar 2023	Mar-Sep	3/31/2023	0.125%	3.100%	-	-	-	-	1,250.00	1,612.02
United States Treasury Note/Bond .25% 15 Apr 2023	Apr-Oct	4/15/2023	0.250%	3.140%	-	-	-	-	2,500.00	3,428.96
United States Treasury Bill Zero 27 Apr 2023	Apr-Oct	4/27/2023	2.243%	4.490%	-	-	-	-	32,911.67	32,911.67
United States Treasury Bill Zero 25 May 2023	May-Nov	5/25/2023	2.260%	4.650%	-	-	-	39,776.00	39,776.00	39,776.00
United States Treasury Note/Bond .125% 31 May 2023	May-Nov	5/31/2023	0.125%	3.220%	-	-	-	1,250.00	1,250.00	2,028.69
United States Treasury Note/Bond .125% 30 Jun 2023	Jun-Dec	6/30/2023	0.125%	3.230%	2,000,000.00	1,945,703.13	1,991,860.00	-	-	(264.95)
United States Treasury Note/Bond .125% 15 Jul 2023	Jan-Jul	7/15/2023	0.125%	3.260%	2,000,000.00	1,942,812.50	1,987,020.00	-	1,250.00	1,086.96
United States Treasury Bill Zero 20 Jul 2023	Jan-Jul	7/20/2023	2.351%	4.780%	2,000,000.00	1,954,041.39	1,954,041.39	-	1,250.00	1,250.00
United States Treasury Bill Zero 24 Aug 2023	Feb-Aug	8/24/2023	2.466%	5.090%	2,000,000.00	1,951,865.83	1,951,865.83	-	-	
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.660%	1,500,000.00	2,982,785.16	3,018,997.00	-	11,625.00	324.05
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.750%	1,600,000.00					
United States Treasury Note/Bond .25% 15 Mar 2024	Mar-Sep	3/15/2024	0.250%	4.630%	2,000,000.00	1,918,906.25	1,923,600.00	-	(217.39)	(217.39)
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.790%	2,000,000.00	3,353,867.19	3,355,065.00	-	(261.28)	(261.28)
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%	4.780%	1,500,000.00					
United States Treasury Note/Bond .25% 15 May 2024	May-Nov	3/15/2024	0.250%	5.210%	1,800,000.00	3,624,500.01	3,623,642.00	(351.90)	(351.90)	(351.90)
United States Treasury Note/Bond .25% 15 May 2024	May-Nov	3/15/2024	0.250%	5.250%	2,000,000.00					
BlackRock Liquidity Funds Treasury Trust Fund Portfolio					645,715.64	645,715.64	719,121.82	1,893.85	5,393.53	
Total Investment(s)					21,045,715.64	20,320,197.10	20,525,213.04	42,567.95	137,820.63	124,642.83
GRAND TOTALS:					75,362,230.30	72,451,224.39	71,260,144.53	133,479.00	224,343.39	182,385.13

<i>Water Capital Bond</i>	<i>Month</i>	<i>Quarter 1</i>	<i>Quarter 2</i>	<i>Quarter 3</i>	<i>Quarter 4</i>	<i>Unbooked</i>	<i>Booked</i>
Fees	0.00	(4,032.05)	(4,080.61)			-	(8,112.66)
Gain/Loss from sale of bond	49,140.62	54,531.25	88,046.87			-	142,578.12
Interest (Income)	42,567.95	59,145.04	78,675.59	-	-	-	137,820.63
	<u>91,708.57</u>	<u>109,644.24</u>	<u>162,641.85</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>272,286.09</u>

*Coupon rate for Treasury Bill Zero is the difference between Par Value and Cost divided by Cost

Bond Issuance	2022
Par Value of Bonds	24,840,000
Premium	542,055
Total Source of Funds	25,382,055
Total Use of Funds	25,382,055
Cost of issuance	378,149
Bond Proceeds	25,003,906

Fund Description Accounts for public works capital improvements in the water and sewer utilities financed by the proceeds from the issuance of bonds

Debt Issue GO Series 2022 issued by the city dated April 28, 2022 to finance water and sewer infrastructure projects

Project The water and sewer sustainability initiative is the first phase of a multi phase long term capital project to secure cost efficient operation, infrastructure improvements, and long-term sustainability of the city's water and sewer utilities. The initial \$133 million project investment will span 5 years with completion envisioned in 2026. Water Utility projects include, but are not limited to, South Water Treatment Plant clarifier conversion, water main replacements, treatment plant chemical system upgrade, and other projects. Sewer Utility projects include replacement of main line sanitary sewer segments within the city.

Actual Bond Spend Activity in Fiscal year 2022	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	217,329	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906	25,003,906	25,003,906	25,012,393	24,999,857	24,962,332	
Revenues													
Bond Proceeds				25,382,055	-	-	-	-	-	-	-	-	25,382,055
Interest/Investment Income				-	-	-	-	-	8,487	25,354	17,704	20,856	72,401
Expenditures													
Transfer out of old proceeds	transfer to water fund 80 for debt service			217,329	-	-	-	-	-	-	-	-	217,329
Bond Insurance Costs				378,149	-	-	-	-	-	-	-	-	-
Water/Sewer improvements				-	-	-	-	-	-	37,890	55,230	29,911	123,031
Total Expenditures	-	-	-	595,478	-	-	-	-	-	37,890	55,230	29,911	718,509
Ending cash available	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906	25,003,906	25,003,906	25,012,393	24,999,857	24,962,332	24,953,276	

Actual Bond Spend Activity in Fiscal year 2023	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	24,953,276	24,938,010	24,958,055	24,649,948	24,721,550								
Revenues													
Bond Proceeds	-	-	-	-	-								-
Interest/Investment Income	40,532	20,046	4,848	33,896	45,335								144,656
Gain/Loss on Investments	-	-	54,531	38,906	49,141								142,578
Expenditures													
Transfer out of old proceeds	-	-	-	-	-								-
Bond Insurance Costs	-	-	-	-	-								-
Water/Sewer improvements	55,798	-	367,487	1,200	209,137								633,622
Total Expenditures	55,798	-	367,487	1,200	209,137	-	-	-	-	-	-	-	633,622
Ending cash available	24,938,010	24,958,055	24,649,948	24,721,550	24,606,889	-	-	-	-	-	-	-	

home

Month of: **May 2023**

The 2018 GO Bond debt issue included Lake Decatur dredging initiative Phase IV (final phase), Fire Station Renovation note payoff with Busey Bank (stations 1, 2, 4 and 6), and Fire Station new construction reported on this schedule.

Fire 3	Fire 5	Fire 7	Total
8,190			
	324,756		
		303	
8,190	324,756	303	333,249

19,000	2,170,248	500	2,189,748
--------	-----------	-----	-----------

262,892	421,289	81,040	
262,892	421,289	81,040	765,222

2,760,740	140,136	318,237	3,219,114
2,760,740	140,136	318,237	3,219,114

184,914	-	2,313,438	2,498,352
3,235,736	3,056,430	2,713,518	9,005,684

	-	-	356,039	356,039
	-	-	356,039	356,039
	3,235,736	3,056,430	3,069,557	9,361,723

available funds
yet to spend
Funding issue

d	(4,094)	0	601,054	596,959
e	-	-	482,509	482,509

City of Decatur
City Treasurer's Financial Report
General Fund Summary

Period Ending: May 2023

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget
REVENUE														
Actual	6,479,130	6,309,981	6,002,627	5,803,605	7,066,238								31,661,581	
Budget Projection	6,173,274	5,863,228	6,962,302	5,960,707	7,922,048								32,881,558	87,097,000
Vs budget in month	305,856	446,753	(959,675)	(157,102)	(855,810)	-	-	-	-	-	-	-		
Vs budget to date	305,856	752,610	(207,065)	(364,167)	(1,219,977)	-	-	-	-	-	-	-	(1,219,977)	
EXPENSE														
Personnel Expense														
Actual	3,771,807	3,477,179	5,193,724	3,395,363	3,452,145								19,290,219	
Budget Projection	4,031,343	3,631,258	5,402,600	4,046,758	3,753,100								20,865,060	60,114,256
Vs budget in month	(259,536)	(154,080)	(208,876)	(651,395)	(300,955)	-	-	-	-	-	-	-		68%
Vs budget to date	(259,536)	(413,616)	(622,491)	(1,273,887)	(1,574,841)	-	-	-	-	-	-	-	(1,574,841)	of GF Expense
Operating Expense														
Actual	2,162,685	3,449,489	1,154,758	3,820,056	1,503,413								12,090,402	
Budget Projection	3,203,313	1,122,451	1,098,645	2,013,733	1,789,081								9,227,223	28,747,744
Vs budget in month	(1,040,628)	2,327,038	56,113	1,806,323	(285,668)	-	-	-	-	-	-	-		32%
Vs budget to date	(1,040,628)	1,286,410	1,342,523	3,148,846	2,863,178	-	-	-	-	-	-	-	2,863,178	of GF Expense
TOTAL EXPENSE														
Actual	5,934,492	6,926,668	6,348,482	7,215,420	4,955,559	-	-	-	-	-	-	-	31,380,620	
Budget Projection	7,234,656	4,753,710	6,501,244	6,060,492	5,542,181	-	-	-	-	-	-	-	30,092,283	88,862,000
Vs budget in month	(1,300,164)	2,172,958	(152,762)	1,154,928	(586,622)	-	-	-	-	-	-	-		
Vs budget to date	(1,300,164)	872,794	720,031	1,874,959	1,288,337	-	-	-	-	-	-	-	1,288,337	
Surplus / (Deficit)														
Actual	544,638	(616,686)	(345,855)	(1,411,815)	2,110,679	-	-	-	-	-	-	-	280,961	
Budget Projection	(1,061,383)	1,109,519	461,058	(99,785)	2,379,867	-	-	-	-	-	-	-	2,789,275	(1,765,000)
Vs budget in month	1,606,021	(1,726,205)	(806,912)	(1,312,030)	(269,188)	-	-	-	-	-	-	-		
Vs budget to date	1,606,021	(120,184)	(927,097)	(2,239,127)	(2,508,315)	-	-	-	-	-	-	-	(2,508,315)	
Beginning Cash Balance														
Actual	25,180,137	25,730,115	25,178,805	24,816,422	23,386,727	-	-	-	-	-	-	-		
Budget Projection	25,180,137	25,730,115	25,178,805	24,816,422	23,386,727	-	-	-	-	-	-	-		
Balance Sheet Adjustments	5,339	65,377	(16,529)	(17,880)	86,958									
Ending Cash Balance	25,730,115	25,730,115	25,178,805	24,816,422	23,386,727	-	-	-	-	-	-	-		

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: May 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																	
PROPERTY TAX TOTAL																	
var	REAL ESTATE TAX-CIVIL CITY	var						-	-	-	-	-	-	-	-	15,677,193	0%
var	REAL ESTATE TAX-TIF DISTRICTS	var						-	-	-	-	-	-	-	-	1,841,409	0%
	OTHER TAXES TOTAL		-	-	-	-	-	-	-	-	-	-	-	-	-	17,518,602	0%
OTHER TAXES TOTAL																	
var	LOCAL SALES TAX	var	1,157,380	1,134,252	1,246,328	954,992	947,436	-	-	-	-	-	-	-	5,440,389	13,501,160	40%
var	STATE SALES TAX	var	1,168,660	1,127,485	1,289,943	1,033,077	1,002,240	-	-	-	-	-	-	-	5,621,406	14,061,840	40%
	OTHER TAXES TOTAL		2,326,039	2,261,737	2,536,272	1,988,069	1,949,677	-	-	-	-	-	-	-	11,061,794	27,563,000	40%
GENERAL FUND																	
GENERAL GOV TAXES																	
301103	PROPERTY TAX	10							-	-	-	-	-	-	-	11,940,000	0%
301106	MOBILE HOME PRIVELEGE TAX	10							-	-	-	-	-	-	-	14,000	0%
301201	STATE SALES TAX	10	1,155,830	1,114,655	1,277,113	1,020,247	989,410	-	-	-	-	-	-	-	5,557,256	13,914,000	40%
301202	TELEPHONE UTILITY TAX	10	100,718	101,222	121,496	107,186	89,187	-	-	-	-	-	-	-	519,809	1,183,000	44%
301203	FOOD & BEVERAGE TAX	10	349,168	310,308	314,152	344,283	356,811	-	-	-	-	-	-	-	1,674,722	3,997,000	42%
301204	HOTEL AND MOTEL TAX	10	71,531	89,816	74,851	111,415	78,123	-	-	-	-	-	-	-	425,737	1,152,000	37%
301205	LOCAL SALES TAX	10	1,142,635	1,119,507	1,231,583	940,247	932,691	-	-	-	-	-	-	-	5,366,664	13,334,000	40%
301206	AVIATION FUEL TAX	10	1,191	2,212	1,079	876	2,697	-	-	-	-	-	-	-	8,054	8,000	101%
301207	LOCAL USE TAX	10	253,475	267,197	323,206	226,274	208,488	-	-	-	-	-	-	-	1,278,640	3,020,000	42%
301208	AUTO RENTAL TAX	10	4,404	4,341	4,686	4,405	3,906	-	-	-	-	-	-	-	21,742	48,000	45%
301209	UTILITY TAX - ELECTRIC & GAS	10	494,772	511,814	459,507	411,867	357,677	-	-	-	-	-	-	-	2,235,637	5,337,000	42%
301210	VIDEO GAMING TAX	10	187,712	194,632	192,027	196,183	233,599	-	-	-	-	-	-	-	1,004,154	2,386,000	42%
301302	CABLE TV TAX	10	11,674	228,468	-	241,582			-	-	-	-	-	-	481,723	1,034,000	47%
	Sub Total		3,773,110	3,944,173	3,999,700	3,362,983	3,494,170	-	-	-	-	-	-	-	18,574,136	57,367,000	32%
GENERAL GOVERNMENT (INTERGOV)																	
302102	LOCAL REPLACEMENT TAX	10	2,484	-	41,670	3,185	3,172	-	-	-	-	-	-	-	50,511	56,000	90%
302104	STATE REPLACEMENT TAX	10	538,022	-	266,524	423,429	687,006	-	-	-	-	-	-	-	1,914,981	2,000,000	96%
302105	STATE INCOME TAX	10	1,049,580	1,037,782	614,640	989,236	1,696,424	-	-	-	-	-	-	-	5,387,662	11,874,000	45%
302106	FEDERAL GRANTS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	350,000	0%
302107	STATE GRANTS OR OTHER	10	-	-	-	-	-	-	-	-	-	-	-	-	-	150,000	0%
302114	POLICE OT REIMBURSEMENTS	10	2,821	16,566	8,473	3,372	5,420	-	-	-	-	-	-	-	36,652	89,000	-
302121	CANNABIS TAX	10	8,951	8,922	8,729	10,073	8,504	-	-	-	-	-	-	-	45,179	119,000	0%
302126	OPIOID TREATMENT FUNDING	10	-	-	50,000	-	-	-	-	-	-	-	-	-	-	-	-
308879	ADDI REIMBURSEMENT	10	480	110	-	512	-	-	-	-	-	-	-	-	1,102	-	-
	Sub Total		1,602,338	1,063,380	990,036	1,429,807	2,400,526	-	-	-	-	-	-	-	7,436,087	14,638,000	51%
GEN GOVERNMENT SERVICE CHARGE																	
303607	PAYMENT IN LIEU OF TAXES	10	171,795	171,795	171,795	171,795	171,795	-	-	-	-	-	-	-	858,975	2,062,116	42%
303608	RISK & EE BENEFIT SERVICES	10	19,734	19,734	19,734	19,734	19,734	-	-	-	-	-	-	-	98,670	252,600	39%
303621	ADMIN SERVICES	10	188,066	188,066	188,066	188,066	188,066	-	-	-	-	-	-	-	940,330	2,423,500	39%
303622	PUBLIC WORKS SERVICES	10	143,053	143,053	143,053	143,053	143,053	-	-	-	-	-	-	-	715,265	1,646,000	43%
303626	BLDG INSPECTION SERVICES	10	10,375	10,375	10,375	10,375	10,375	-	-	-	-	-	-	-	51,875	100,000	52%
303628	SEWER FUND-EPA	10	31,334	31,334	31,334	31,334	31,334	-	-	-	-	-	-	-	156,670	371,688	42%
306700	IT SERVICES	10	83,924	83,924	83,924	83,924	83,924	-	-	-	-	-	-	-	419,620	1,021,700	41%
306707	CDBG PERSONNEL/EXP REIMB	10	43,191	40,601	42,746	17,618	21,723	-	-	-	-	-	-	-	165,879	410,000	40%
306751	HOME PERSONNEL/EXP REIMB	10	1,669	2,079	1,414	849	903	-	-	-	-	-	-	-	6,913	50,000	14%
306753	DUATS PERSONNEL/EXP REIMB	10	-	33,631	-	-	-	-	-	-	-	-	-	-	33,631	200,000	17%
306762	TRANSFER FROM COM. GRANTS	10	7,348	8,958	7,356	4,023	11,912	-	-	-	-	-	-	-	39,597	125,000	32%
	Sub Total		700,490	733,550	699,797	670,770	682,819	-	-	-	-	-	-	-	3,487,425	8,662,604	40%
GENERAL GOV LICENSES/PERMITS																	
304300	ANIMAL REGISTRATION LATE FEES	10	380	1,235	670	300	2,570	-	-	-	-	-	-	-	5,155	15,000	34%
304302	GARBAGE HAULERS	10	1,000	-	-	-	-	-	-	-	-	-	-	-	1,000	22,000	5%
304303	CONTRACTOR LICENSES	10	4,550	1,550	1,200	1,127	1,425	-	-	-	-	-	-	-	9,852	28,000	35%
304304	LIQUOR LICENSES	10	-	250	3,677	100	143,125	-	-	-	-	-	-	-	147,152	531,000	28%
304305	RENTAL PROGRAM INCOME	10	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000	0%
304307	OTHER LICENSES	10	5,960	6,461	4,186	3,914	1,444	-	-	-	-	-	-	-	21,965	371,000	6%
304401	BUILDING PERMITS	10	15,078	40,376	39,226	42,114	38,099	-	-	-	-	-	-	-	174,894	1,250,000	14%
304402	PIER PERMITS	10	65	-	-	-	-	-	-	-	-	-	-	-	65	-	-
	Sub Total		27,033	49,872	48,960	47,556	186,663	-	-	-	-	-	-	-	360,084	2,257,000	16%

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: May 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
GENERAL GOV FINES/FEES																	
303301	ON STREET PARKING	10	374	223	298	299	789	-	-	-	-	-	-	-	1,983	4,000	50%
303302	PARKING LOT 1	10	1,441	1,293	1,389	1,339	1,388	-	-	-	-	-	-	-	6,850	13,000	53%
303306	PARKING LOT 10	10	537	644	712	436	506	-	-	-	-	-	-	-	2,835	5,000	57%
303308	GARAGE C	10	7,325	1,367	1,470	670	1,580	-	-	-	-	-	-	-	12,412	28,000	44%
303310	RESIDENTIAL PARKING	10	900	480	300	540	420	-	-	-	-	-	-	-	2,640	4,000	66%
303312	DOWNTOWN EMPL PARKING PERMITS	10	1,417	1,243	2,102	1,225	1,053	-	-	-	-	-	-	-	7,040	20,000	35%
304490	ADMIN COURT FINES	10	2,418	2,620	3,689	3,400	4,998	-	-	-	-	-	-	-	17,125	68,000	25%
305500	ADMINISTRATIVE COURT FEES	10	2,108	1,569	1,835	2,656	1,755	-	-	-	-	-	-	-	9,923	32,000	31%
305501	COURT FINES	10	15,557	12,810	15,026	17,669	12,424	-	-	-	-	-	-	-	73,485	147,000	50%
305502	BOOT FEE	10	70	35	140	385	140	-	-	-	-	-	-	-	770	2,000	39%
305503	WEED CUTTING FEES	10	4,899	1,026	1,833	7,974	3,152	-	-	-	-	-	-	-	18,885	42,000	45%
305505	ILLEGAL USE OF VEHICLE	10	32,550	34,525	44,025	23,775	28,000	-	-	-	-	-	-	-	162,875	227,000	72%
305506	OVERTIME PARKING FEES	10	5,616	7,116	8,559	9,452	10,031	-	-	-	-	-	-	-	40,774	110,000	37%
305507	VARIANCE AND ZONING	10	-	250	250	300	150	-	-	-	-	-	-	-	950	3,000	32%
305513	OTHER FINES AND FEES	10	8,134	6,946	7,404	8,947	5,283	-	-	-	-	-	-	-	36,714	64,000	57%
305516	PET CITATIONS	10	217	9,249	3,696	3,483	5,890	-	-	-	-	-	-	-	22,536	68,000	33%
305520	TRASH & CLEAN UP FINES	10	4,986	4,930	7,947	3,356	9,922	-	-	-	-	-	-	-	31,141	78,000	40%
305521	VACANT PROPERTY FEE	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total			88,550	86,325	100,675	85,906	87,479	-	-	-	-	-	-	-	448,935	915,000	49%
INVESTMENT																	
306700	TRANSFERS FROM OTHER FUNDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
309900	BOND OR NOTE PROCEEDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
307101	INTEREST INCOME	10	22,284	23,672	24,385	14,423	19,327	-	-	-	-	-	-	-	104,091	200,000	52%
307102	POOLED INTEREST	10	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	0%
307141	INVESTMENT INCOME	10	-	-	-	-	22,499	-	-	-	-	-	-	-	22,499	4,000	562%
Sub Total			22,284	23,672	24,385	14,423	41,826	-	-	-	-	-	-	-	126,590	205,500	62%
GENERAL GOV OTHER INCOME																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759	76,759	76,759	76,759	-	-	-	-	-	-	-	383,797	921,000	42%
303415	PROFESSIONAL STANDARDS	10	-	-	-	3,422	-	-	-	-	-	-	-	-	3,422	5,700	60%
303510	ELECTRIC AGGREGATION ADMIN	10	4	3	2	-	-	-	-	-	-	-	-	-	9	35,000	0%
306700	TRANSFER FROM OTHER FUNDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
308801	RENTAL OF CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	100	0%
308802	SALE OF CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	96	0%
308803	SALE OF OTHER PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
308807	DEMOLITION PAYMENTS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000	0%
308810	DAMAGE TO CITY PROPERTY	10	78,476	110	3,306	87	15,760	-	-	-	-	-	-	-	97,739	43,000	227%
308814	INVENTORY REIMBURSEMENTS	10	1,299	1,230	-	(226)	955	-	-	-	-	-	-	-	3,258	-	-
308817	NOISE ORDINANCE FINES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000	0%
308890	REIMBURSEMENT OF EXPENSE	10	-	22	3,031	-	-	-	-	-	-	-	-	-	3,053	5,000	61%
308898	BANK RECONCILIATION ADJ	10	-	(451)	-	(9,265)	(3,836)	-	-	-	-	-	-	-	(13,552)	9,000	-151%
308899	MISCELLANEOUS INCOME	10	3,670	9,116	6,169	22,178	5,691	-	-	-	-	-	-	-	46,824	20,000	234%
Sub Total			160,209	86,788	89,268	92,956	95,329	-	-	-	-	-	-	-	524,549	1,091,896	48%
PUBLIC SAFETY INTERGOVERNMENT																	
302403	FIRE TRAINING REIMBURSEMENT	10	-	-	-	-	-	-	-	-	-	-	-	-	-	17,000	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	17,000	0%
PUBLIC SAFETY TRANSFER																	
303405	SCHOOL DISTRICT REIMB	10	-	250,642	-	-	-	-	-	-	-	-	-	-	250,642	42,000	597%
310010	FIRE PROGRAMS	10	80	17,312	160	180	603	-	-	-	-	-	-	-	18,335	496,000	4%
Sub Total			80	267,954	160	180	603	-	-	-	-	-	-	-	268,977	538,000	50%
PUBLIC SAFETY FINES & FEES																	
305512	FIRE & BURGLAR ALARMS	10	1,790	433	-	-	-	-	-	-	-	-	-	-	2,223	16,000	14%
305514	POLICE RECORDS	10	2,521	1,814	1,426	1,798	1,918	-	-	-	-	-	-	-	9,477	19,000	50%
308800	PUBLIC SAFETY LIFT ASSIST FEES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
Sub Total			4,311	2,246	1,426	1,798	1,918	-	-	-	-	-	-	-	11,700	85,000	14%
PROPERTY TAX ROAD & BRIDGE																	
301102	ROAD & BRIDGE TAX	10	-	-	-	-	-	-	-	-	-	-	-	-	-	384,000	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	384,000	0%
HIGHWAYS/STREETS INTERGOVERNMENTAL																	
302401	STATE ROUTE MAINTENANCE	10	34,526	-	-	34,526	-	-	-	-	-	-	-	-	69,053	131,000	53%
Sub Total			34,526	-	-	34,526	-	-	-	-	-	-	-	-	69,053	131,000	53%
303801	MFT REIMB-MSO/TRAFF SIGNAL	10	36,838	24,770	48,221	31,647	47,637	-	-	-	-	-	-	-	189,112	550,000	34%
303806	WATER STREET CUTS	10	29,361	27,251	-	31,053	27,268	-	-	-	-	-	-	-	114,933	255,000	45%
Sub Total			66,199	52,021	48,221	62,699	74,905	-	-	-	-	-	-	-	304,046	805,000	38%
General Fund Total			6,479,130	6,309,981	6,002,627	5,803,605	7,066,238	-	-	-	-	-	-	-	31,611,581	87,097,000	36%

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: May 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Other Funds																	
various	COMMUNITY GRANT	16	1,148	-	-	-	10,000	-	-	-	-	-	-	-	11,148	138,000	8%
various	HOME PROGRAM	17	38,168	1,321	11,767	20,739	1,155	-	-	-	-	-	-	-	73,151	1,436,000	5%
various	CDBG	18	61,595	3,590	110,281	41,737	209	-	-	-	-	-	-	-	217,411	2,679,188	8%
various	OLDE TOWNE TIF	19	176	183	168	102	545	-	-	-	-	-	-	-	1,174	1,067,653	0%
various	WABASH CROSSING TIF	21	1,457	1,516	1,392	847	3,102	-	-	-	-	-	-	-	8,315	346,753	2%
various	DUATS	22	24	96,715	49	25	95	-	-	-	-	-	-	-	96,908	421,000	23%
various	EASTGATE TIF	23	18,909	18,929	18,927	18,866	19,346	-	-	-	-	-	-	-	94,977	379,131	25%
various	SOUTHSIDE TIF	24	133	138	127	77	296	-	-	-	-	-	-	-	771	51,103	2%
various	STATE DRUG ENFORCEMENT	25	35,126	19,977	353	12,166	399	-	-	-	-	-	-	-	68,021	103,500	66%
various	DUI COURT FINES	26	6,134	4,946	4,598	6,323	4,402	-	-	-	-	-	-	-	26,403	107,100	25%
various	POLICE PROGRAMS/LAB	27	147	139	218	78	293	-	-	-	-	-	-	-	875	1,800	49%
various	PINES SHOPPING CENTER TIF	28	3,158	3,163	3,159	3,129	3,242	-	-	-	-	-	-	-	15,851	114,208	14%
various	GRAND & OAKLAND TIF	29	5,895	5,906	5,897	5,840	6,060	-	-	-	-	-	-	-	29,598	205,561	14%
various	FEDERAL DRUG ENFORCEMENT	30	178	100,256	238	144	218	-	-	-	-	-	-	-	101,035	85,200	119%
various	BUILDING FUND	34	51,868	201,843	51,784	51,490	52,010	-	-	-	-	-	-	-	408,995	739,583	55%
various	LIBRARY OPERATIONS	35	210,557	48,941	132,834	194,372	265,207	-	-	-	-	-	-	-	851,912	5,551,754	15%
various	BAND	36	1,090	2,438	2,654	1,064	1,173	-	-	-	-	-	-	-	8,418	83,040	10%
various	FOREIGN FIRE INSURANCE	37	269	247	248	248	343	-	-	-	-	-	-	-	1,356	185,550	1%
various	PEG PROJECTS	40	2,419	11,459	81	48	13,408	-	-	-	-	-	-	-	27,415	68,543	40%
various	LOCAL STREETS & ROADS	42	154,526	143,323	138,563	150,445	147,736	-	-	-	-	-	-	-	734,594	1,840,000	40%
various	2018 PROJECT FUND	44	410	299	158	95	1,398	-	-	-	-	-	-	-	2,359	770	306%
various	CAPITAL STREET PROJECTS	45	31	356,191	38	18	77,239	-	-	-	-	-	-	-	433,517	3,330,000	13%
various	MFT PROJECTS	46	279,706	225,330	257,856	221,982	264,101	-	-	-	-	-	-	-	1,248,975	4,381,500	29%
various	DEBT SERVICE	50	18,006	1,834,573	18,340	17,857	20,003	-	-	-	-	-	-	-	1,908,780	2,669,449	72%
various	LIBRARY CAPITAL	58	763	741	681	414	1,359	-	-	-	-	-	-	-	3,958	950,700	0%
various	LIBRARY TRUST FUNDS	59	376	119	407	193	505	-	-	-	-	-	-	-	1,600	9,000	18%
various	FLEET MAINTENANCE	60	291,784	276,599	286,437	267,139	272,986	-	-	-	-	-	-	-	1,394,945	3,246,884	43%
various	EQUIPMENT REPLACEMENT	61	(678)	20,911	(829)	2,054,081	12,463	-	-	-	-	-	-	-	2,085,947	4,250,500	49%
various	RISK MANAGEMENT	64	339,848	340,190	351,294	339,147	343,672	-	-	-	-	-	-	-	1,714,150	4,059,600	42%
various	EMPLOYEE BENEFIT	65	897,060	956,986	1,303,554	907,427	943,500	-	-	-	-	-	-	-	5,008,527	13,316,273	38%
various	PUBLIC TRANSIT	70	2,364,699	67,739	1,029,465	79,087	1,050,822	-	-	-	-	-	-	-	4,591,813	17,973,575	26%
various	FIBER OPTICS	77	7,735	383,744	7,429	1,952	104,525	-	-	-	-	-	-	-	505,384	500,550	101%
various	STORMWATER PROJECTS	78	129,878	224,633	131,518	149,011	181,133	-	-	-	-	-	-	-	816,173	1,928,969	42%
various	SEWER PROJECTS	79	642,339	628,425	682,108	576,550	316,822	-	-	-	-	-	-	-	2,846,244	7,018,000	41%
various	WATER	80	2,640,715	2,699,728	2,612,198	2,645,190	2,849,636	-	-	-	-	-	-	-	13,447,467	33,408,669	40%
various	WATER CAPITAL	81	11,919	351,006	10,376	1,016,121	24,906	-	-	-	-	-	-	-	1,414,328	5,500,000	26%
various	DCDF	82	1,518	1,524	1,548	1,556	1,649	-	-	-	-	-	-	-	7,795	18,000	43%
various	COMMUNITY REVITALIZATION	84	11,676	12,319	9,473	5,763	15,950	-	-	-	-	-	-	-	55,181	1,238,420	4%
various	GRANTS	85	116	121	494,025	268	407	-	-	-	-	-	-	-	494,938	6,100,000	8%
various	RECYCLING	88	56,771	53,264	68,224	55,736	67,575	-	-	-	-	-	-	-	301,570	725,000	42%
various	WATER BOND FUND	89	40,532	20,046	59,380	72,802	94,476	-	-	-	-	-	-	-	287,234	-	-
various	FIRE PENSION	90	(2,153,754)	5,022,249	(2,137,029)	1,941,522	1,066,487	-	-	-	-	-	-	-	3,739,474	9,850,556	38%
various	POLICE PENSION	91	(1,985,934)	5,960,004	(2,347,416)	1,760,863	1,227,353	-	-	-	-	-	-	-	4,614,871	13,410,684	34%
various	AMERICAN RESCUE PLAN	99	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grand Total Revenues			10,667,622	26,411,753	9,325,199	18,426,118	16,534,445	-	-	-	-	-	-	-	81,315,136	236,588,766	34%

City of Decatur, Macon County
Property Tax Levy
City and TIF Districts
Billed Tax Amounts

[home](#)

Net Assessed Value \$: 941,610,236 not certified
City Tax Rate: 1.62733% not certified

Assessed Value Year
Pay Year

2022
2023
In Process

note	Tax Levy Item	Fund	Net Assessed	input	input	input	Billed
			Value	Tax Rate	Tax Levy \$ Amount	Extension \$ Amount	
			not certified	certified	ordinance	not certified	not certified
	General Obligation Bond Debt	50	941,610,236	0.06945%	653,928.00	653,928.00	653,928.00
	General Purpose	10	941,610,236	0.00000%	-	-	-
	Fire Pension	10	941,610,236	0.64783%	6,100,000.00	6,100,000.00	6,100,000.00
	Police Pension	10	941,610,236	0.58729%	5,530,000.00	5,530,000.00	5,530,000.00
	City Library	35	941,610,236	0.31568%	2,972,500.00	2,972,500.00	2,972,500.00
	Municipal Band	36	941,610,236	0.00708%	66,700.00	66,700.00	66,700.00
	Public Transit	70					
	xxxxx	xx					
1	Total City		941,610,236	1.62733%	15,323,128.00	15,323,128.00	15,323,128.00
			ok	ok	ok	ok	ok
	TIF District (tax code district)		AV Increment Value	input Tax Rate	input AV Increment \$ Amount	input Extension \$ Amount	input Billed \$ Amount
			not certified	certified		not certified	not certified
	ZTF3 Pines TIF (4062)	28	781,248	0.00000%	-	-	-
	ZTF5 Olde Towne TIF (4555)	19	11,326,813	0.00000%	-	-	-
	ZTF6 Near North TIF (4455)	21	3,531,077	0.00000%	-	-	-
	ZTF8 Eastgate TIF (9543)	23	1,684,970	0.00000%	-	-	-
	ZTF0 Grand & Oakland (4062)	29	1,361,874	0.00000%	-	-	-
	ZTFA SS Redevelopment (xxxx)	24	517,439	0.00000%	-	-	-
	xxxxx	xx	-	0.00000%	-	-	-
2	Redevelopment TIF		19,203,421		-	-	-
			ok		ok	ok	ok
	Total Property Tax Levy				15,323,128.00	15,323,128.00	15,323,128.00

Note(s)

- 1 Data per City of Decatur 2022 Tax Levy - certification and extension dated May xx, 2023 certified May xx, 2023 received by City May xx, 2023
- 2 Data per Macon County - AV increment, Tax Rates, certification and extension dated May xx, 2023 received by City May xx, 2023

Prepared By:
Office of the City Treasurer

home

2022
2023
In Process

Node(s)	
1	Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
2	Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
3	Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
4	Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
5	Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
6	Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
7	Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023

Decatur Road & Bridge Tax Distribution 10-0831-301102

Footnote (Not a part of City Tax Levy)

test s/b "0"

reconciliation of receipts and recording		
agree w/row 18	-	ok
agree w/row 27	-	ok
agree w/row 43	-	ok
agree w/row 48	-	ok
test s/b "0"	-	

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

May 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																		
010	LEGISLATIVE	10	2,791	13,296	4,199	3,172	2,826	-	-	-	-	-	-	-	26,285	64,463	64,463	41%
015	EXECUTIVE	10	72,183	54,152	82,419	58,666	57,216	-	-	-	-	-	-	-	324,636	770,672	770,672	42%
016	HUMAN RESOURCES	10	45,270	45,750	69,813	48,608	47,700	-	-	-	-	-	-	-	257,141	623,556	623,556	41%
017	INFORMATION TECHNOLOGIES	10	109,915	128,607	134,022	334,398	135,244	-	-	-	-	-	-	-	842,186	2,052,613	2,052,613	41%
018	DATA & COMMUNICATIONS	10	22,224	38,806	38,201	24,451	23,618	-	-	-	-	-	-	-	147,300	526,284	526,284	28%
020	LEGAL	10	103,406	76,105	99,237	66,262	77,676	-	-	-	-	-	-	-	422,688	1,014,417	1,014,417	42%
035	FINANCE	10	127,595	113,476	165,517	115,319	188,014	-	-	-	-	-	-	-	709,923	1,764,361	1,764,361	40%
037	PURCHASING	10	16,202	16,561	33,737	17,296	15,221	-	-	-	-	-	-	-	99,017	214,114	214,114	46%
038	CIVIC CENTER	10	54,216	17,185	50,719	(165)	53,460	-	-	-	-	-	-	-	175,415	558,760	558,760	31%
039	CITY GENERAL ADMINISTRATIVE	10	648,568	2,481,673	58,204	2,067,500	178,814	-	-	-	-	-	-	-	5,434,758	11,106,750	11,106,750	49%
040	CENTRAL BUSINESS DISTRICT	10	2,291	3,136	74,338	26,756	47,788	-	-	-	-	-	-	-	154,308	407,500	407,500	38%
Sub Total			1,204,660	2,988,748	810,406	2,762,264	827,578	-	-	-	-	-	-	-	8,593,657	19,103,490	19,103,490	45%
Community & Economic Development Services																		
050	PLANNING & SUSTAINABILITY	10	43,529	56,989	92,826	41,240	44,304	-	-	-	-	-	-	-	278,888	682,245	682,245	41%
052	BUILDING INSPECTIONS	10	61,371	62,316	96,606	66,736	66,454	-	-	-	-	-	-	-	353,483	830,764	830,764	43%
053	NEIGHBORHOOD INSPECTIONS	10	69,650	73,744	105,330	139,537	144,828	-	-	-	-	-	-	-	533,090	1,666,078	1,666,078	32%
054	REVITALIZATION & HOUSING	10	44,282	45,288	68,294	44,845	44,391	-	-	-	-	-	-	-	247,100	734,545	734,545	34%
055	ECONOMIC DEVELOPMENT	10	70,000	3,100	53	-	-	-	-	-	-	-	-	-	73,153	373,907	373,907	20%
Sub Total			288,832	241,438	363,109	292,358	299,977	-	-	-	-	-	-	-	1,485,714	4,287,539	4,287,539	35%
Public Safety																		
065	POLICE	10	2,458,290	1,864,157	2,608,030	2,162,887	1,860,826	-	-	-	-	-	-	-	10,954,189	32,097,738	32,097,738	34%
070	FIRE	10	1,192,135	1,097,502	1,607,985	1,200,791	1,192,950	-	-	-	-	-	-	-	6,291,363	22,735,698	22,735,698	28%
Sub Total			3,650,425	2,961,659	4,216,015	3,363,677	3,053,776	-	-	-	-	-	-	-	17,245,552	54,833,436	54,833,436	31%
Public Works																		
080	PUBLIC WORKS ADMIN	10	26,750	26,309	36,941	29,930	28,435	-	-	-	-	-	-	-	148,364	531,699	531,699	28%
082	ENGINEERING	10	91,327	86,040	138,130	97,069	105,872	-	-	-	-	-	-	-	518,437	1,408,068	1,408,068	37%
083	MUNICIPAL SERVICES	10	416,508	385,976	476,287	363,055	369,834	-	-	-	-	-	-	-	2,011,659	5,260,111	5,260,111	38%
084	STREETS	10	103,032	89,136	93,798	105,060	102,186	-	-	-	-	-	-	-	493,213	1,262,881	1,262,881	39%
086	TRAFFIC & PARKING	10	111,345	109,397	127,913	150,915	122,905	-	-	-	-	-	-	-	622,475	1,361,493	1,361,493	46%
088	LAND & BUILDING MGMT	10	41,613	37,966	85,883	51,091	44,996	-	-	-	-	-	-	-	261,550	813,283	813,283	32%
Sub Total			790,575	734,823	958,951	797,120	774,228	-	-	-	-	-	-	-	4,055,697	10,637,535	10,637,535	38%
General Fund Expenditure Total			5,934,492	6,926,668	6,348,482	7,215,420	4,955,559	-	-	-	-	-	-	-	31,380,620	88,862,000	88,862,000	35%
Community & Economic Development																		
16	COMMUNITY GRANT	16	266	-	249	40,000	-	-	-	-	-	-	-	-	40,515	138,000	138,000	29%
17	HOME PROGRAM	17	36,977	5,936	4,956	19,845	17,561	-	-	-	-	-	-	-	85,275	1,225,875	1,225,875	7%
18	CDBG PROGRAM	18	64,159	46,478	66,835	39,300	39,816	-	-	-	-	-	-	-	256,588	2,666,797	2,666,797	10%
22	DUATS	22	9,699	42,943	23,115	503	10,728	-	-	-	-	-	-	-	86,987	421,000	421,000	21%
70	PUBLIC TRANSIT	70	645,842	785,791	844,929	784,251	774,853	-	-	-	-	-	-	-	3,835,666	17,446,823	17,446,823	22%
82	DCDF	82	631	11	2,776	79	9	-	-	-	-	-	-	-	3,505	174,700	174,700	2%
84	COMMUNITY REVITALIZATION	84	144,968	335,511	592,508	514,927	223,999	-	-	-	-	-	-	-	1,811,913	9,550,000	9,550,000	19%
88	RECYCLING	88	78,363	44,709	75,767	71,368	91,137	-	-	-	-	-	-	-	361,344	592,185	592,185	61%
Sub Total			980,906	1,261,379	1,611,133	1,470,273	1,158,104	-	-	-	-	-	-	-	6,481,794	32,215,380	32,215,380	20%
Redevelopment & TIF																		
19	OLDE TOWNE TIF	19	-	-	-	-	-	-	-	-	-	-	-	-	-	1,078,386	1,078,386	0%
21	WABASH CROSSING TIF	21	-	-	-	-	-	-	-	-	-	-	-	-	-	346,753	346,753	0%
23	EASTGATE TIF	23	-	-	-	-	-	-	-	-	-	-	-	-	-	350,000	350,000	0%
24	SOUTHSIDE TIF	24	-	-	-	-	-	-	-	-	-	-	-	-	-	51,103	51,103	0%
28	PINES SHOPPING CENTER TIF	28	-	-	-	-	-	-	-	-	-	-	-	-	-	110,000	110,000	0%
29	GRAND & OAKLAND TIF	29	-	-	-	-	-	-	-	-	-	-	-	-	-	205,561	205,561	0%
Sub Total			-	-	-	-	-	-	-	-	-	-	-	-	-	2,141,803	2,141,803	0%

City of Decatur
City Treasurer's Financial Report
Expenditure Tracking

May 2023

Div	Month of Fiscal Year	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																		
25	STATE DRUG ACTIVITIES	25	2,842	11,200	-	318	10,245								24,605	100,000	100,000	25%
26	DUI COURT FINES	26	456	1,497	1,682	2,744	177								6,556	104,000	104,000	6%
27	POLICE PROGRAMS/LAB	27	-	-	-	-	-								-	25,000	25,000	0%
30	FEDERAL DRUG ENFORCEMENT	30	-	-	2,100	756									2,856	85,000	85,000	3%
37	FOREIGN FIRE INSURANCE	37	17,435	26,191	29,146	13,558	7,517								93,846	185,550	185,550	51%
Sub Total			20,733	38,887	32,928	17,376	17,938	-	-	-	-	-	-	-	127,863	499,550	499,550	26%
Debt Service																		
50	DEBT SERVICE PAYMENTS	50	-	1,312,369	-	-	-	-	-	-	-	-	-	-	1,312,369	2,707,230	2,707,230	48%
Sub Total			-	1,312,369	-	-	-	-	-	-	-	-	-	-	1,312,369	2,707,230	2,707,230	48%
Public Works																		
42	LOCAL MFT PROJECTS	42	523	558,482	-	34,660	-	-	-	-	-	-	-	-	593,665	3,179,971	3,179,971	19%
44	2018 PROJECT FUND	44	-	341,222	-	7,364	8,758								357,344	900,000	900,000	40%
45	CAPITAL PROJECTS	45	33,751	323,737	4,630	23,169	25,867								411,155	3,330,000	3,330,000	12%
46	STATE MFT PROJECTS	46	348,449	33,433	339,760	31,647	57,667								810,956	5,943,154	5,943,154	14%
60	FLEET OPERATIONS	60	169,124	238,868	222,260	199,783	228,361								1,058,396	3,117,421	3,117,421	34%
61	EQUIPMENT REPLACEMENT	61	115,475	282,130	318,201	933,744	249,819								1,899,369	5,252,000	5,252,000	36%
78	STORM WATER PROJECTS	78	84,904	66,121	135,294	108,083	202,229								596,632	3,092,392	3,092,392	19%
79	SEWER PROJECTS	79	974,785	649,208	735,395	597,707	208,989								3,166,085	14,452,128	14,452,128	22%
Sub Total			1,727,011	2,493,202	1,755,540	1,936,157	981,690	-	-	-	-	-	-	-	8,893,600	39,267,066	39,267,066	23%
Library																		
35	LIBRARY OPERATIONS	35	316,724	319,475	441,279	306,999	310,813	-	-	-	-	-	-	-	1,695,290	5,518,850	5,518,850	31%
58	LIBRARY CAPITAL PROJECTS	58	141,480	-	-	-	-	-	-	-	-	-	-	-	141,480	1,250,000	1,250,000	11%
59	LIBRARY TRUST FUNDS	59	1,206	269	744	2,183	1,378	-	-	-	-	-	-	-	5,780	120,000	120,000	5%
Sub Total			459,410	319,744	442,023	309,182	312,191	-	-	-	-	-	-	-	1,842,550	6,888,850	6,888,850	27%
Internal Service and Other																		
34	BUILDING FUND	34	71,840	171,036	250,492	163,885	70,923	-	-	-	-	-	-	-	728,176	871,923	871,923	84%
36	BAND	36	2,048	636	217	1,847	216	-	-	-	-	-	-	-	4,964	82,102	82,102	6%
40	PEG CAPITAL PROGRAMMING	40	2,686	8,790	2,190	3,681	2,190	-	-	-	-	-	-	-	19,536	88,963	88,963	22%
64	RISK MANAGEMENT	64	288,302	36,614	232,845	257,661	57,062	-	-	-	-	-	-	-	872,483	3,958,988	3,958,988	22%
65	BENEFIT INSURANCE	65	1,129,636	1,132,736	1,010,939	1,305,627	1,112,694	-	-	-	-	-	-	-	5,691,631	14,028,689	14,028,689	41%
77	FIBER OPTICS	77	(72,580)	57,150	8,998	(2,568)	9,142	-	-	-	-	-	-	-	143	1,306,920	1,306,920	0%
85	GRANT FUND	85	-	-	11,385	-	-	-	-	-	-	-	-	-	11,385	6,000,000	6,000,000	0%
99	AMERICAN RESCUE PLAN	99	68,967	1,846	5,108	6,113	20,866	-	-	-	-	-	-	-	102,900	1,509,300	1,509,300	7%
Sub Total			1,490,899	1,408,808	1,522,174	1,736,245	1,273,093	-	-	-	-	-	-	-	7,431,219	27,846,885	27,846,885	27%
Water Utility																		
80	WATER UTILITY	80	1,308,406	10,216,812	1,543,642	1,230,214	1,335,047	-	-	-	-	-	-	-	15,634,121	32,777,472	32,777,472	48%
81	WATER CAPITAL	81	1,575,887	1,466,826	1,254,073	680,383	1,555,509	-	-	-	-	-	-	-	6,532,677	7,415,160	7,415,160	88%
89	2022 BOND FUND	89	55,798	-	367,487	1,200	209,137	-	-	-	-	-	-	-	633,622	14,279,569	14,279,569	4%
Sub Total			2,940,091	11,683,638	3,165,202	1,911,797	3,099,693	-	-	-	-	-	-	-	22,800,421	54,472,201	54,472,201	42%
Fiduciary Trust & Agency																		
90	FIRE PENSION	90	817,419	796,726	804,855	828,219	808,736	-	-	-	-	-	-	-	4,055,955	9,610,877	9,610,877	42%
91	POLICE PENSION	91	921,553	976,696	951,135	974,776	1,059,853	-	-	-	-	-	-	-	4,884,012	10,021,643	10,021,643	49%
Sub Total			1,738,973	1,773,422	1,755,989	1,802,995	1,868,589	-	-	-	-	-	-	-	8,939,967	19,632,520	19,632,520	46%
Grand Total Expenditures			15,292,514	27,218,116	16,633,471	16,399,445	13,666,855	-	-	-	-	-	-	-	89,210,402	274,533,485	274,533,485	32%

City of Decatur

Water Utility Financial Report

Operating Fund Statement of Revenue and Expense

home	US\$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year MTD Actual	O(U) Prior Year
Revenue						
Water Sales		2,689,707	2,481,834	207,873	2,442,260	247,447
UCS Billing Reimb		11,905	13,722	(1,817)	13,069	(1,164)
Tapping Fees		-	3,570	(3,570)	4,375	(4,375)
Lake Lic. / Permits		91,969	124,336	(32,367)	120,586	(28,617)
Interest/Investment Income		10,933	334	10,600	591	10,342
Other Income		45,122	28,928	16,194	30,507	14,615
Total Revenue		2,849,636	2,652,724	196,912	2,611,388	238,249
Cost of Service						
801 Water Production		539,301	487,727	51,574	489,976	49,325
804 Water Services		245,129	293,240	(48,110)	268,040	(22,911)
Total Cost of Service		784,430	780,967	3,463	758,016	26,414
% of Revenue		27.5%	29.4%		29.0%	
Water Gross Margin		2,065,207	1,871,758	193,449	1,853,372	211,834
% of Revenue		72.5%	70.6%		71.0%	
Operating Expense						
802 Lake Management		106,045	173,940	(67,894)	109,556	(3,510)
803 Water Administration		344,722	413,683	(68,961)	367,406	(22,684)
805 Customer Service		99,350	88,083	11,267	75,961	23,389
Total Operating Expense		550,118	675,705	(125,588)	552,923	(2,805)
% of Revenue		19.3%	25.5%		21.2%	
Margin Before Debt Service		1,515,089	1,196,053	319,037	1,300,450	214,639
% of Revenue		53.2%	45.1%		49.8%	
Debt Service						
808 GO Bond Debt		500	-	500	-	500
809 IEPA - Nitrate Facility		-	122,800	(122,800)	122,211	(122,211)
80B IEPA - Water Tower		-	-	-	-	-
80C JCI - Auto Water Meter		-	-	-	-	-
Total Debt Service		500	122,800	(122,300)	122,211	(121,711)
% of Revenue		0.0%	4.6%		4.7%	
Operating Income		1,514,589	1,073,253	441,337	1,178,238	336,351
% of Revenue		53.2%	40.5%		45.1%	
Transfer to Capital						
CapEx Funding		-	-	-	-	-
Income after Capital Transfer		1,514,589	1,073,253	441,337	1,178,238	336,351
% of Revenue		53.2%	40.5%		45.1%	

Balance Sheet Items (Operating Fund)					
Cash	7,260,396			8,330,984	
Interfund AR	-			-	
Investments	-			-	
Total Cash & Investments	7,260,396			8,330,984	
Accounts Receivable	2,638,081			4,650,825	

Month of: **May 2023**

Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
12,924,295	12,561,259	363,036	12,360,964	563,331
59,525	68,611	(9,086)	65,345	(5,820)
11,375	12,260	(885)	15,025	(3,650)
180,435	155,422	25,013	150,919	29,516
28,261	565	27,696	1,001	27,260
243,576	233,163	10,413	880,673	(637,097)
13,447,467	13,031,281	416,186	13,473,927	(26,460)
2,576,369	2,222,716	353,653	2,216,439	359,930
1,394,031	1,543,876	(149,845)	1,413,326	(19,294)
3,970,401	3,766,592	203,808	3,629,765	340,636
29.5%	28.9%		26.9%	
9,477,067	9,264,689	212,378	9,844,162	(367,095)
70.5%	71.1%		73.1%	
484,867	698,076	(213,210)	438,481	46,386
1,733,543	2,070,617	(337,074)	1,832,022	(98,478)
401,169	438,951	(37,782)	376,475	24,695
2,619,579	3,207,644	(588,065)	2,646,977	(27,398)
19.5%	24.6%		19.6%	
6,857,488	6,057,044	800,443	7,197,185	(339,697)
51.0%	46.5%		53.4%	
8,065,403	6,643,392	1,422,011	6,752,109	1,313,294
-	122,800	(122,800)	122,211	(122,211)
180,840	180,841	(0)	180,840	-
797,898	805,969	(8,071)	778,295	19,602
9,044,141	7,753,002	1,291,140	7,833,456	1,210,685
67.3%	59.5%		58.1%	
(2,186,654)	(1,695,958)	(490,696)	(636,271)	(1,550,382)
-16.3%	-13.0%		-4.7%	
-	-	-	-	-
(2,186,654)	(1,695,958)	(490,696)	(636,271)	(1,550,382)
-16.3%	-13.0%		-4.7%	

Prepared By:

Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Capital Fund Statement of Revenue and Expense
[home](#)

Month of: May 2023

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments
Revenue						
CapEx Funding	-	-	-	-	2,000,000	CapEx funding from Water Operating Fund
ADM Cost Share	-	1,000,000	-	1,000,000	1,000,000	Actual ADM cost share
Grants	-	48,932	21,475	27,458	200,000	
Other	24,906	365,396	-	365,396	2,300,000	Other Transfers
Total Revenue	24,906	1,414,328	21,475	1,392,854	5,500,000	
CapEx Project Spending						
Operating CapEx	-	-	-	-	-	81808112 423700
Professional Services	2,249	6,703	178,719	(172,016)	275,000	81808118 428000
Automotive Equipment	280,775	280,775	462,119	(181,343)	915,000	81808118 451000
Other Equipment	-	-	-	-	335,000	81808118 452000
System leak detection	-	-	-	-	34,848	81808118 486300
Water Main Replacement	-	1,236,864	167,984	1,068,879	2,325,318	81808118 488800
Water System Improvements	-	-	173,333	(173,333)	173,333	81808118 497000
SWTP Improvements	1,099,977	4,522,029	13,662	4,508,367	356,370	81808118 499200
Lake cap operating	148,730	277,139	660,829	(383,691)	1,705,192	81808122 423700
Lake cap land acq	-	-	-	-	100,000	81808128 450100
Lakefront Development	2,147	2,147	-	-	30,000	81808128 485660
Lake cap additional water	21,630	207,021	-	207,021	1,165,099	81808128 488900
Water Distribution System	-	-	-	-	-	
Total CapEx Spending	1,555,509	6,532,677	1,656,647	4,873,883	7,415,160	
Surplus (Deficit)	(1,530,602)	(5,118,349)	(1,635,172)		(1,915,160)	
Capital Fund Cash Position						
Cash Position Start of Month	2,383,677					
Cash Position Close of Month	853,075					
Interfund AR	481,816	Due to Water Capital fund from Capital Fund 45				

Prepared By: Office of the City Treasurer

City of Decatur
Water Utility Financial Report
Key Metrics

home

Change the formulas in row "R" for the current month!

May 2023

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Current Year														
Water Bill Count														
Original Bills														
Residential	26,045	24,570	29,767	23,486	27,914								131,782	
Industrial	30	30	30	30	30								150	
Commercial	2,641	2,459	2,980	2,327	2,848								13,255	
Total	28,716	27,059	32,777	25,843	30,792	-	-	-	-	-	-	-	145,187	98.9%
Delinquent Bills														
Residential	7,399	6,442	7,849	7,420	8,071								37,181	
Industrial	-	-	1	-	-								1	
Commercial	452	365	417	446	447								2,127	
Total	7,851	6,807	8,267	7,866	8,518	-	-	-	-	-	-	-	39,309	101.3%
Total Bill Count	36,567	33,866	41,044	33,709	39,310	-	-	-	-	-	-	-	184,496	99.4%
Cubit Feet Consumption Billed														
Residential	11,188,618	10,200,018	11,181,561	10,418,156	11,691,023								54,679,376	102.1%
Industrial	41,752,330	45,530,232	39,297,719	42,569,239	40,161,288								209,310,808	99.9%
Commercial	9,746,511	9,514,979	9,438,037	9,121,604	10,934,865								48,755,996	100.7%
Total	62,687,459	65,245,229	59,917,317	62,108,999	62,787,176	-	-	-	-	-	-	-	312,746,180	100.4%
Water Shut Offs	397	578	624	533	634								2,766	92.2%
Customer Service Telephone Calls	4,761	4,507	5,297	5,109	5,247								24,921	104.2%
Water Billed \$														
Residential	713,684	655,213	734,445	639,338	761,753								\$ 3,504,433	103.3%
Industrial	1,180,971	1,274,432	1,120,980	1,205,209	1,149,778								\$ 5,931,370	103.9%
Commercial	531,637	512,087	538,180	495,811	600,355								\$ 2,678,070	103.9%
Total	\$ 2,426,292	\$ 2,441,732	\$ 2,393,604	\$ 2,340,358	\$ 2,511,886								\$ 12,113,873	103.7%
Penalty \$	\$ 12,708	\$ 12,183	\$ 28,499	\$ 12,293	\$ 13,795								\$ 79,478	78.3%
Total Billed	\$ 2,439,000	\$ 2,453,914	\$ 2,422,104	\$ 2,352,652	\$ 2,525,681	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,193,351	103.5%
Raw Water Gallonage Billed														
Gallons (000)	417,880	430,520	384,500	411,830	424,110								2,068,840	140.5%
\$ Billed	130,629	134,580	120,195	128,738	132,577								\$ 646,719	144.0%
Water Billed vs Cash Receipts														
Billed \$	2,426,292	2,588,495	2,542,298	2,481,390	2,658,258								\$ 12,696,733	104.8%
Cash Revenue \$	2,618,861	2,624,376	2,556,057	2,435,294	2,689,707								\$ 12,924,295	102.5%
% Cash to Billed	108%	101%	101%	98%	101%	-	-	-	-	-	-	-	101.8%	
Prior Year 2022														
Water Bill Count														
Original Bills														
Residential	27,110	24,647	29,930	25,326	26,392	27,154	26,104	27,548	25,994	25,913	25,241	28,176	319,535	
Industrial	30	30	30	30	30	30	30	30	30	30	30	30	360	
Commercial	2,696	2,456	2,973	2,527	2,650	2,749	2,587	2,757	2,666	2,591	2,569	2,793	32,014	
Total	29,836	27,133	32,933	27,883	29,072	29,933	28,721	30,335	28,690	28,534	27,840	30,999	351,909	100.4%
Delinquent Bills														
Residential	7,699	6,189	8,220	7,620	7,117	7,730	7,259	8,562	7,450	7,173	5,802	7,613	88,434	
Industrial	1	1	-	2	-	-	-	-	-	-	-	-	4	
Commercial	389	373	383	410	414	487	424	521	379	397	355	439	4,971	
Total	8,089	6,563	8,603	8,032	7,531	8,217	7,683	9,083	7,829	7,570	6,157	8,052	93,409	162.1%
Total Bill Count	37,925	33,696	41,536	35,915	36,603	38,150	36,404	39,418	36,519	36,104	33,997	39,051	445,318	109.1%
Cubit Feet Consumption Billed														
Residential	11,184,528	10,282,443	11,409,142	9,982,145	10,705,055	12,341,876	13,441,741	13,110,299	11,769,566	11,004,884	10,401,384	11,352,187	136,985,250	97.5%
Industrial	41,470,827	44,584,892	39,019,803	43,645,501	40,739,955	46,143,194	45,127,686	48,070,058	47,584,588	44,934,063	43,074,465	42,314,326	526,709,358	101.0%
Commercial	9,930,161	9,606,508	9,610,928	9,625,113	9,647,732	11,450,965	13,138,686	14,551,851	13,079,787	11,705,659	10,419,866	10,060,763	132,828,019	100.4%
Total	62,585,516	64,473,843	60,039,873	63,252,759	61,092,742	69,936,035	71,708,113	75,732,208	72,433,941	67,644,606	63,895,715	63,727,276	796,522,627	100.3%
Water Shut Offs	671	547	727	455	599	722	523	784	485	485	493	431	6,922	178.0%
Customer Service Telephone Calls	5,148	4,411	5,080	4,460	4,819	5,046	4,736	5,534	4,867	4,628	4,290	4,556	57,575	109.0%
Water Billed \$														
Residential	703,333	643,773	727,048	637,301	681,642	780,533	825,157	820,740	742,358	704,837	670,574	736,125	\$ 8,673,422	100.9%
Industrial	1,132,178	1,202,794	1,072,338	1,184,640	1,116,602	1,297,006	1,281,131	1,322,918	1,338,144	1,249,155	1,203,368	1,193,051	\$ 14,593,326	103.2%
Commercial	525,898	496,750	526,010	508,700	519,399	602,099	647,131	703,415	649,857	600,205	548,219	554,569	\$ 6,882,252	104.6%
Total	\$ 2,361,409	\$ 2,343,317	\$ 2,325,396	\$ 2,330,641	\$ 2,317,643	\$ 2,679,638	\$ 2,753,419	\$ 2,847,073	\$ 2,730,359	\$ 2,554,198	\$ 2,422,162	\$ 2,483,745	\$ 30,148,999	102.9%
Penalty \$	\$ 28,636	\$ 1,256	\$ 14,002	\$ 44,879	\$ 12,766	\$ 14,479	\$ 18,681	\$ 18,681	\$ 7,829				\$ 156,941	148.5%
Total Billed	\$ 2,390,046	\$ 2,344,573	\$ 2,339,398	\$ 2,375,521	\$ 2,330,409	\$ 2,694,117	\$ 2,767,830	\$ 2,865,754	\$ 2,738,188	\$ 2,554,198	\$ 2,422,162	\$ 2,483,745	\$ 30,305,940	103.0%
Raw Water Gallonage Billed														
Gallons (000)	292,670	292,140	296,130	297,810	293,350	364,980	359,540	341,610	474,570	434,280	448,320	418,660	4,314,060	111.6%
\$ Billed	89,264	89,103	90,320	90,832	89,472	111,319	109,659	104,191	148,351	135,756	140,145	130,873	\$ 1,329,284	112.7%
Water Billed vs Cash Receipts														
Billed \$	2,361,409	2,444,983	2,429,718	2,465,169	2,419,603	2,805,436	2,877,490	2,969,845	2,892,391	2,703,216	2,572,314	2,628,308	\$ 31,569,881	103.1%
Cash Revenue \$	2,170,717	2,780,145	2,521,253	2,446,589	2,689,707	2,689,707	2,785,495	3,079,668	2,689,707	795,849	2,689,707	2,602,017	\$ 29,940,561	97.0%
% Cash to Billed	92%	114%	104%	99%	111%	96%	97%	104%	93%	29%	105%	99%	94.8%	

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: May 2023

	Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staffing														
Executive, City Clerk, Data/Comms	11	10	10	10	10	10	-	-	-	-	-	-	-	10
Finance	23	19	20	20	21	21	-	-	-	-	-	-	-	19
Human Resources	4	4	4	4	4	4	-	-	-	-	-	-	-	4
Information Technology	8	9	8	8	8	8	-	-	-	-	-	-	-	9
Corporation Counsel	7	7	7	7	7	6	-	-	-	-	-	-	-	7
Economic & Community Dev	27	26	26	26	25	24	-	-	-	-	-	-	-	27
Public Safety	270	250	247	244	246	251	-	-	-	-	-	-	-	249
Public Works	115	105	105	108	110	109	-	-	-	-	-	-	-	107
Total Full Time	465	430	427	427	431	433	-	-	-	-	-	-	-	432
Part Time Staffing														
Executive	-	-	-	-	-	2	-	-	-	-	-	-	-	-
Legislative	7	7	7	7	8	7	-	-	-	-	-	-	-	7
Finance	-	3	3	3	3	3	-	-	-	-	-	-	-	3
Human Resources	-	1	1	1	1	-	-	-	-	-	-	-	-	1
Information Technology	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporation Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic & Community Dev	-	1	1	1	1	1	-	-	-	-	-	-	-	1
Public Safety	-	5	5	5	3	3	-	-	-	-	-	-	-	4
Public Works	-	1	1	2	3	13	-	-	-	-	-	-	-	-
Total Temporary	7	18	18	19	19	29	-	-	-	-	-	-	-	16
Total City Staff Headcount	472	448	445	446	450	462	-	-	-	-	-	-	-	448

Note: Above report includes all City Staff, Full Time and Temporary W-2 EE's

City of Decatur
Treasurer's Financial Report
Headcount Staffing Level

Period Ending: May 2023

	Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staff														
Executive														
Executive, City Clerk, Data/Comms	7	6	6	6	6	6								5
Mass Transit & Facilities	4	4	4	4	4	4								4
Total	11	10	10	10	10	10	-	-	-	-	-	-	-	10
Finance														
Finance	14	12	12	12	13	13								12
Purchasing	2	1	2	2	2	2								1
Utility Customer Service	7	6	6	6	6	6								6
Total	23	19	20	20	21	21	-	-	-	-	-	-	-	19
Human Resources														
Human Resources	4	4	4	4	4	4								4
Information Technology														
Information Technology	8	9	8	8	8	8								9
Corporation Legal Counsel														
Corporation Legal Counsel	7	7	7	7	7	6								7
Economic & Community Devel														
Planning, Sustainability, Admin	5	5	5	5	4	4								6
Building Inspections	7	7	7	7	7	7								7
Neighborhood Inspection	9	8	8	8	8	8								8
Neighborhood Services	6	6	6	6	6	5								6
Total	27	26	26	26	25	24	-	-	-	-	-	-	-	27
Public Safety														
Fire	109	105	105	104	103	103								106
Police	161	145	142	140	143	148								143
Total	270	250	247	244	246	251	-	-	-	-	-	-	-	249
Public Works														
PW Engineering	12	10	10	10	12	12								11
Fleet Maintenance	8	7	7	8	8	8								8
PW Municipal Services	46	44	43	45	46	45								43
PW Administration	2	2	2	2	2	2								2
Water Production (Admin)	3	2	2	2	2	2								2
Water Production (Lake)	7	6	6	6	6	6								5
Water Production South Plant	15	15	15	15	15	15								14
Water Services Distribution	22	19	20	20	19	19								22
Total	115	105	105	108	110	109	-	-	-	-	-	-	-	107
Total City Staffing														
Total City Staffing	465	430	427	427	431	433	-	-	-	-	-	-	-	432
General Fund staffing														
General Fund staffing	399	376	372	372	377	379	-	-	-	-	-	-	-	368
Other Fund staffing	66	54	55	55	54	54	-	-	-	-	-	-	-	55
Total staffing	465	430	427	427	431	433	-	-	-	-	-	-	-	423

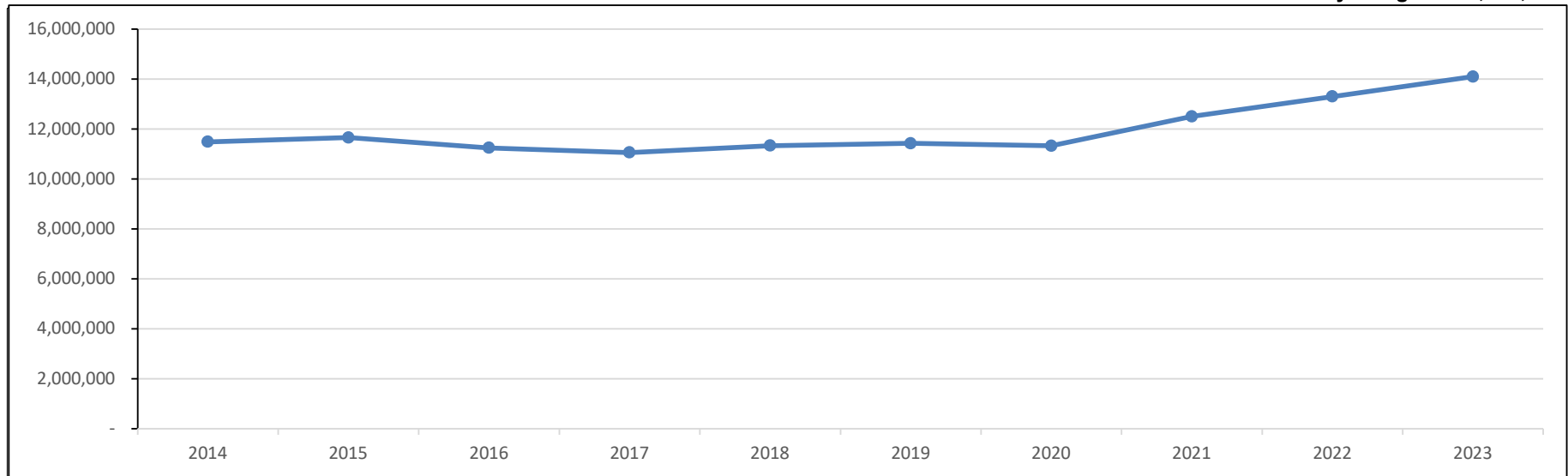
Note: Above report includes all Full Time W-2 EE's

STATE SALES TAX

[Home](#)

MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	
JANUARY	938,684	963,009	946,811	902,833	882,653	984,872	984,354	936,318	1,033,684	1,168,660	A
FEBRUARY	914,587	941,678	904,631	899,838	917,921	935,303	955,006	882,140	1,075,306	1,127,485	A
MARCH	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,269,776	1,289,943	A
APRIL	825,291	857,417	824,458	789,769	840,607	801,923	850,408	909,469	938,656	1,033,077	A
MAY	868,465	877,404	867,538	837,972	819,180	845,440	849,934	864,919	913,545	1,002,240	A
JUNE	974,156	978,888	940,736	957,693	978,292	975,295	909,787	1,179,406	1,149,425	1,229,885	B
JULY	935,127	944,686	887,325	906,452	942,693	968,093	858,962	1,082,746	1,135,529	1,215,016	B
AUGUST	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,201,374	1,182,257	1,251,908	B
SEPTEMBER	979,712	1,006,626	994,684	953,644	978,357	930,277	972,693	1,113,247	1,207,478	1,278,894	B
OCTOBER	981,740	991,641	933,239	891,372	943,494	979,187	974,990	1,069,252	1,042,274	1,166,981	B
NOVEMBER	961,614	1,003,087	962,595	934,414	991,142	967,297	940,548	1,087,116	1,178,594	1,186,478	B
DECEMBER	969,684	976,633	916,175	935,863	935,419	930,430	967,339	1,058,332	1,166,847	1,141,958	B

TOTALS	11,483,540	11,654,760	11,241,506	11,052,132	11,328,832	11,423,564	11,322,169	12,500,091	13,293,370	14,092,525	
								Year in Play Budget		14,061,840	

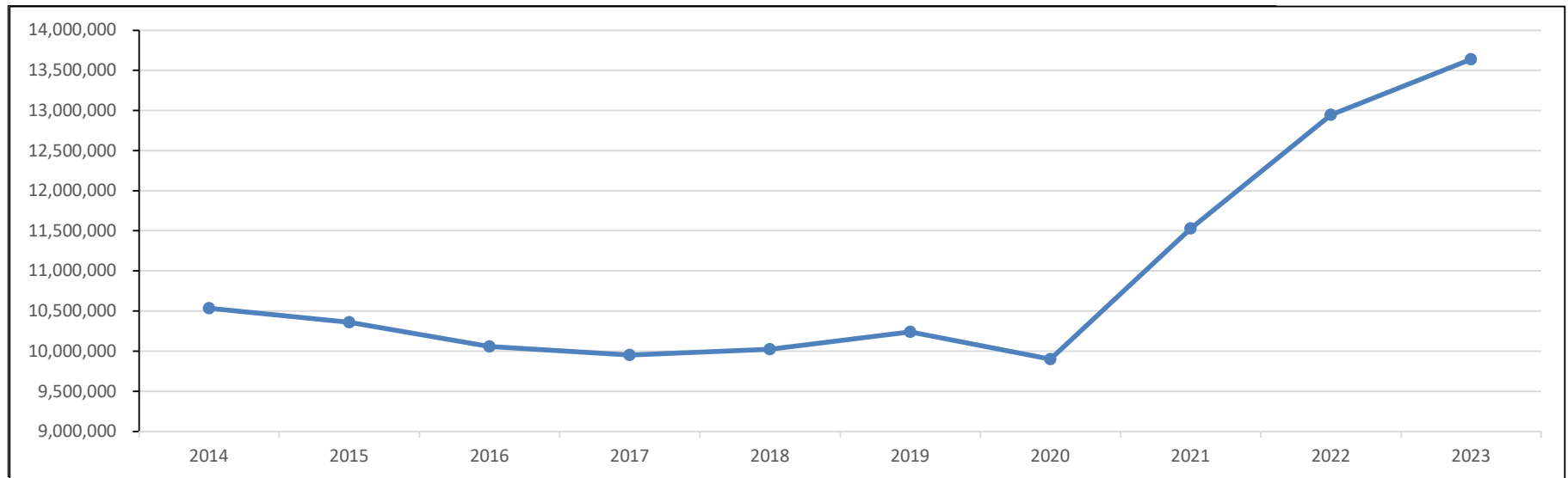


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

LOCAL SALES TAX

MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	
JANUARY	887,481	889,089	848,993	818,066	807,770	892,334	880,608	840,697	1,006,392	1,157,380	A
FEBRUARY	862,759	863,243	833,995	838,995	837,288	864,722	856,677	781,469	1,041,267	1,134,252	A
MARCH	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	1,201,515	1,246,328	A
APRIL	739,227	739,805	703,472	702,734	712,309	698,869	734,157	813,655	858,286	954,992	A
MAY	779,506	764,685	744,767	729,878	716,975	739,341	727,854	776,379	858,911	947,436	A
JUNE	865,335	832,374	840,488	855,602	852,317	858,115	765,429	1,102,858	1,112,269	1,190,128	B
JULY	864,489	833,551	791,839	814,658	807,532	860,421	735,614	1,046,496	1,094,284	1,170,884	B
AUGUST	957,423	906,467	867,107	877,154	909,719	920,833	834,535	1,045,456	1,170,493	1,237,394	B
SEPTEMBER	916,077	911,765	904,129	852,928	890,655	873,345	873,669	1,046,584	1,169,467	1,236,189	B
OCTOBER	882,079	875,986	822,711	779,788	836,215	868,200	865,615	1,013,580	1,099,159	1,106,221	B
NOVEMBER	884,609	882,605	854,078	835,747	866,834	875,836	819,660	1,048,702	1,201,140	1,144,553	B
DECEMBER	872,277	860,119	810,233	849,336	827,137	824,656	845,741	1,018,861	1,130,587	1,111,984	B

TOTALS	10,534,258	10,359,805	10,058,133	9,950,270	10,024,104	10,239,908	9,899,988	11,527,023	12,943,770	13,637,742	
								Year in Play Budget		13,501,160	



Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

State imposed 2% collection fee commenced 09/2017; 1.5% fee effective w SFY19

STATE INCOME TAX

MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	
JANUARY	850,845	852,700	912,628	851,716	578,461	631,574	696,621	807,110	960,878	1,049,580	A
FEBRUARY	-	-	-	-	837,319	759,834	717,710	853,298	1,198,126	1,037,782	A
MARCH	699,395	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	519,319	614,640	A
APRIL	742,236	925,184	822,346	-	646,373	734,870	783,855	937,702	1,109,452	989,236	A
MAY	423,934	403,609	476,082	396,235	1,044,019	1,528,635	767,466	1,280,911	2,238,522	1,696,424	A
JUNE	741,339	824,784	1,774,951	764,129	482,298	477,387	475,376	1,123,868	657,580	697,034	B
JULY	1,150,541	1,364,531	-	1,547,903	652,113	713,920	754,878	1,008,212	1,110,107	1,176,713	B
AUGUST	428,542	566,667	496,310	698,009	478,694	511,760	1,032,080	566,126	571,768	606,074	B
SEPTEMBER	709,251	1,263,519	1,120,799	727,037	467,186	452,932	584,790	597,861	621,357	658,638	B
OCTOBER	818,347	-	-	599,068	726,093	808,115	846,827	1,086,453	1,137,578	1,134,366	B
NOVEMBER	-	441,918	450,551	450,852	522,953	527,420	572,208	622,816	720,354	650,282	B
DECEMBER	721,926	776,691	665,793	396,923	433,456	498,389	506,596	539,685	646,330	563,485	B

13 ct-2 mo delay

12 ct-2 mo delay

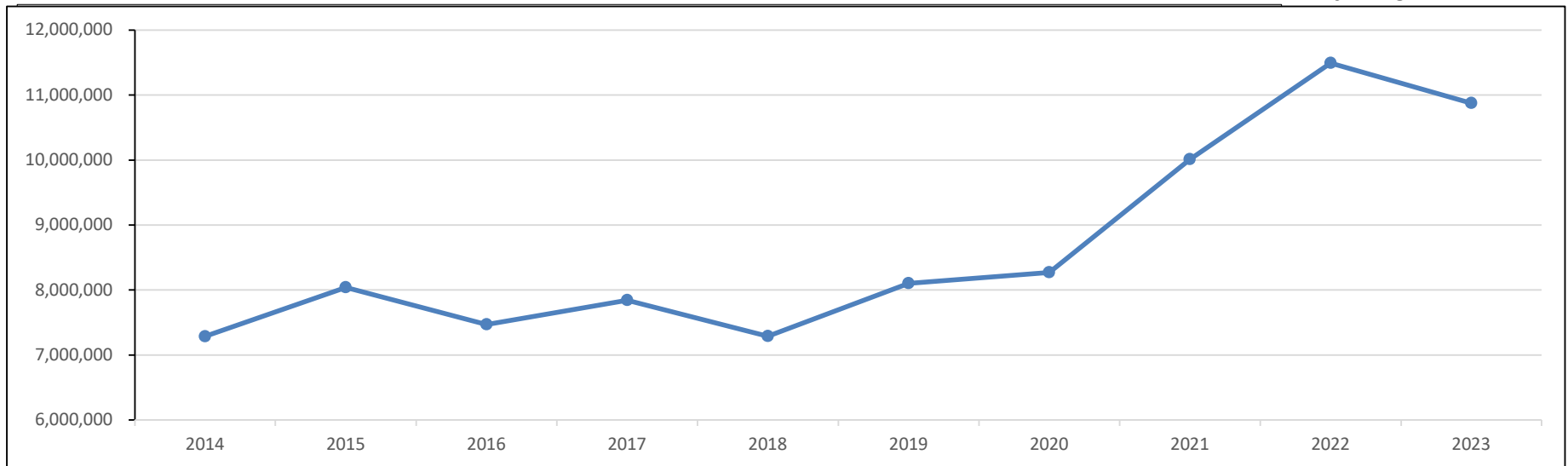
12 ct-2 mo delay

12 ct-2 mo delay

14 ct-no delay

TOTALS **7,286,357** **8,039,696** **7,470,934** **7,843,458** **7,289,905** **8,102,353** **8,272,095** **10,012,130** **11,491,369** **10,874,254**

Year in Play Budget **11,874,000**



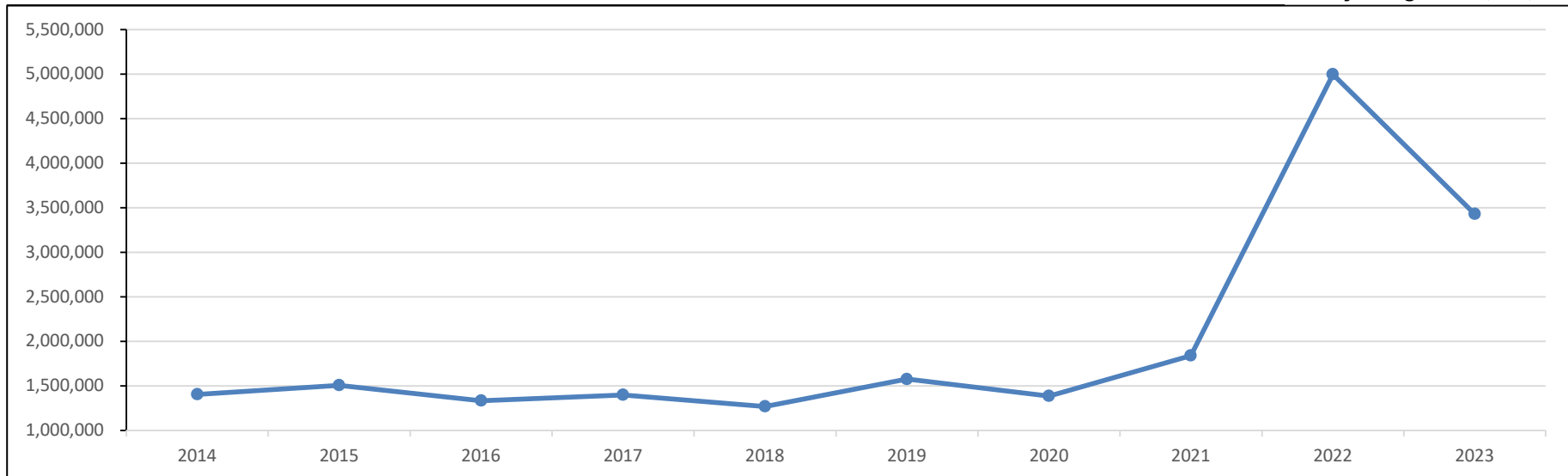
Schedule presents State LGDF distribution

State LGDF 10% distribution reduction commenced w SFY18 August 2017 distribution; distribution reduction of 5% effective for SFY19 and to present

PERSONAL PROPERTY REPLACEMENT TAX

MONTH	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	
JANUARY	233,315	202,878	195,051	217,463	143,616	153,006	226,930	238,599	489,253	699,404	A
FEBRUARY	2,024	717	-	-	-	-	-	-	-	-	A
MARCH	80,778	70,137	83,788	147,880	132,622	67,368	45,114	86,205	654,576	386,908	A
APRIL	309,261	364,335	271,921	352,780	260,085	301,619	311,508	402,800	743,040	551,668	A
MAY	227,806	293,618	219,695	227,189	269,213	365,884	199,155	519,099	997,471	690,178	A
JUNE	-	2,501	12,343	-	-	3,173	-	-	3,546	2,914	B
JULY	229,514	238,695	239,680	239,384	206,222	217,352	206,917	378,262	718,801	420,189	B
AUGUST	24,688	32,169	27,902	10,712	20,842	26,075	152,903	48,103	82,065	52,114	B
SEPTEMBER	6,877	2,356	4,554	-	-	-	-	26,897	21,828	-	B
OCTOBER	227,489	239,950	218,004	160,071	190,221	376,967	193,839	2,246	968,179	517,870	B
NOVEMBER	-	-	1,876	-	-	1,332	-	6,015	-	-	B
DECEMBER	63,058	58,604	58,514	42,179	46,033	62,824	50,168	131,241	317,059	107,842	B

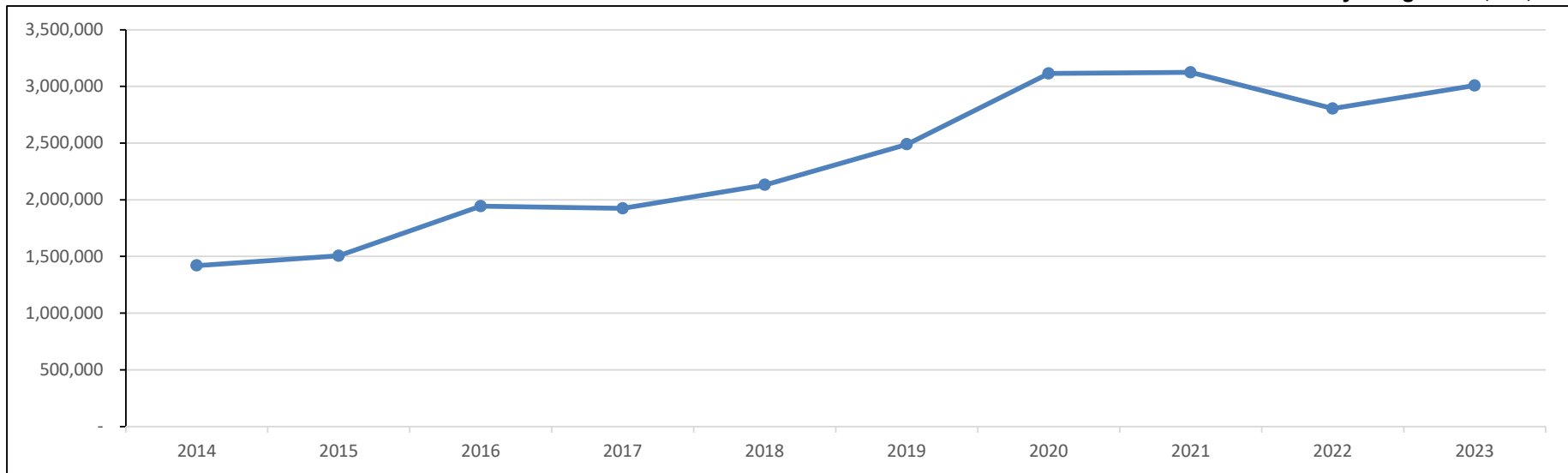
TOTALS	1,404,809	1,505,959	1,333,328	1,397,658	1,268,855	1,575,600	1,386,533	1,839,468	4,995,818	3,429,087
								Year in Play Budget	2,908,000	



Schedule presents State distribution of PPRT. Recorded by City in city general fund (77.2%) and city library fund (22.8%) in accordance with state statutes

LOCAL USE TAX

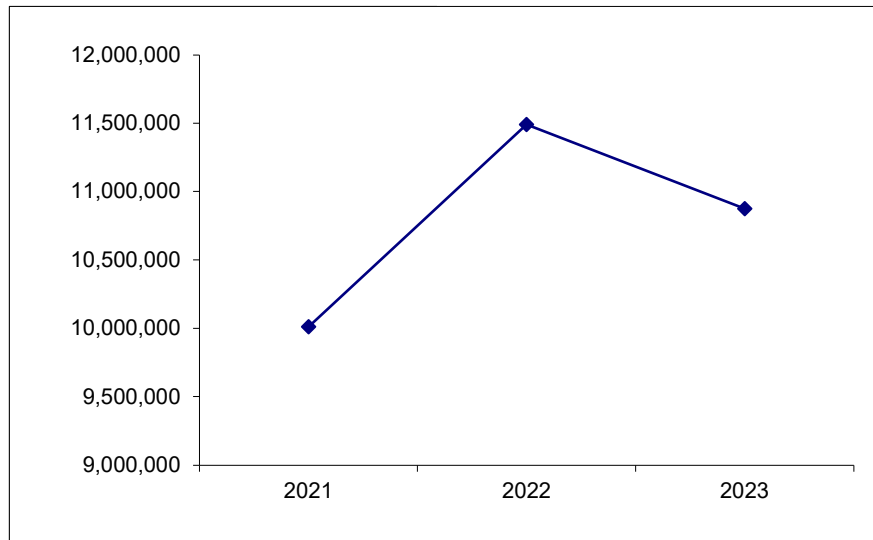
MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	115,740	136,569	295,435	159,854	166,257	205,607	244,618	301,148	215,409	253,475	A
FEBRUARY	108,961	129,837	146,086	155,199	192,590	227,498	229,171	320,911	253,062	267,197	A
MARCH	171,437	196,801	208,903	241,170	243,593	275,101	314,455	452,845	320,769	323,206	A
APRIL	90,904	69,628	128,350	139,319	145,000	159,583	217,745	222,022	212,726	226,274	A
MAY	89,241	135,902	130,832	131,114	149,116	183,842	189,224	197,971	205,377	208,488	A
JUNE	117,824	143,287	153,738	170,503	180,080	208,996	240,704	253,092	240,875	257,736	B
JULY	108,621	140,649	149,743	146,418	157,169	197,817	254,820	229,947	192,903	206,406	B
AUGUST	115,406	133,971	145,710	147,521	171,381	198,672	283,392	211,651	219,932	235,327	B
SEPTEMBER	128,816	-	164,340	156,033	183,541	201,970	286,103	241,230	248,103	265,470	B
OCTOBER	109,843	-	130,791	149,381	178,049	207,636	289,306	224,653	216,541	247,590	B
NOVEMBER	118,956	-	142,584	158,864	169,331	198,926	275,488	237,138	224,900	261,350	B
DECEMBER	144,341	419,237	146,571	167,420	194,248	222,795	287,411	231,030	252,890	254,619	B
TOTALS	1,420,091	1,505,880	1,943,083	1,922,796	2,130,355	2,488,443	3,112,435	3,123,637	2,803,488	3,007,138	
								Year in Play Budget		3,020,000	



Schedule presents State distribution of Use Tax.

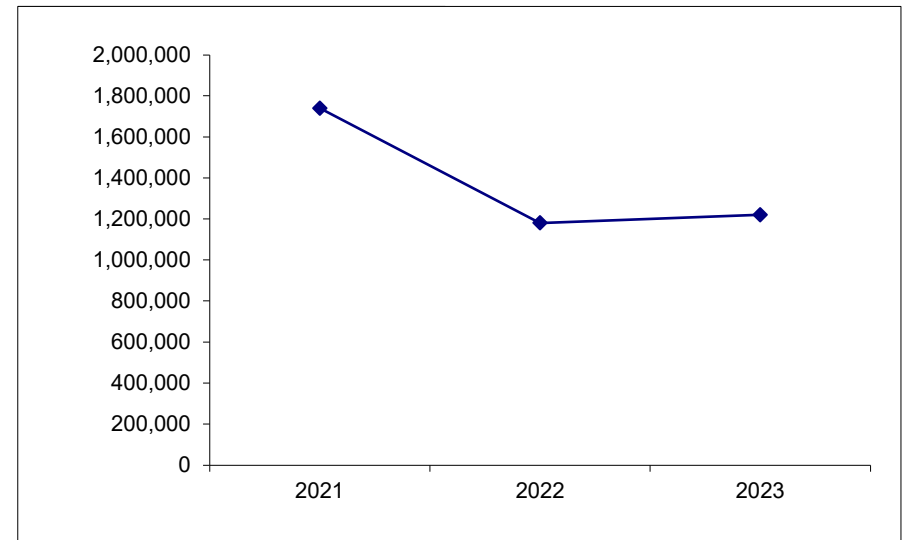
STATE INCOME TAX LGDF DISTRIBUTION

MONTH	2021	2022	2023	
JANUARY	807,110	960,878	1,049,580	A
FEBRUARY	853,298	1,198,126	1,037,782	A
MARCH	588,089	519,319	614,640	A
APRIL	937,702	1,109,452	989,236	A
MAY	1,280,911	2,238,522	1,696,424	A
JUNE	1,123,868	657,580	697,034	B
JULY	1,008,212	1,110,107	1,176,713	B
AUGUST	566,126	571,768	606,074	B
SEPTEMBER	597,861	621,357	658,638	B
OCTOBER	1,086,453	1,137,578	1,134,366	B
NOVEMBER	622,816	720,354	650,282	B
DECEMBER	539,685	646,330	563,485	B
TOTALS	10,012,130	11,491,369	10,874,254	
		Current Budget	11,874,000	
		Projected Amt Over (Under)	(999,746)	



LOCAL TELEPHONE UTILITY TAX

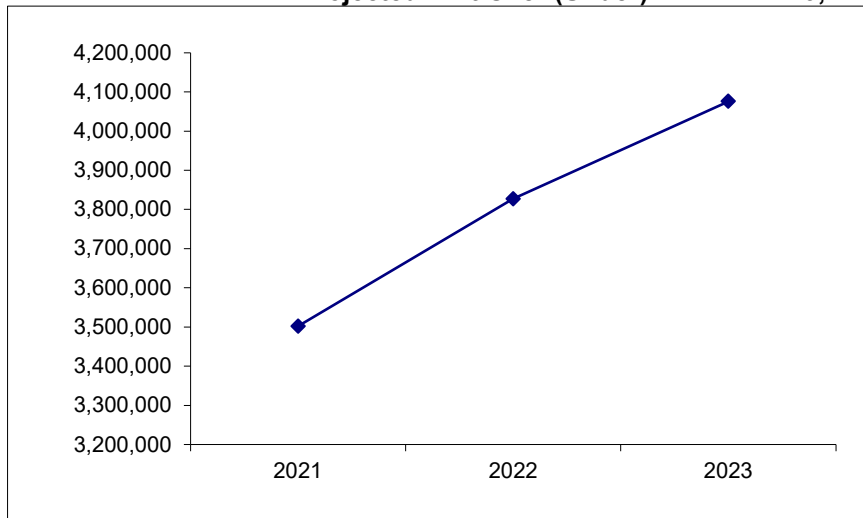
MONTH	2021	2022	2023	
JANUARY	585,430	99,599	100,718	A
FEBRUARY	105,214	94,273	101,222	A
MARCH	97,810	97,801	121,496	A
APRIL	91,598	95,983	107,186	A
MAY	97,948	94,162	89,187	A
JUNE	129,008	97,606	97,606	B
JULY	101,474	95,378	95,378	B
AUGUST	111,428	98,967	105,857	B
SEPTEMBER	108,598	87,617	103,168	B
OCTOBER	103,735	116,632	98,548	B
NOVEMBER	105,524	99,450	100,248	B
DECEMBER	102,715	103,560	100,000	B
TOTALS	1,740,483	1,181,029	1,220,614	
		Current Budget	1,183,000	
		Projected Amt Over (Under)	37,614	



Projected Revenues

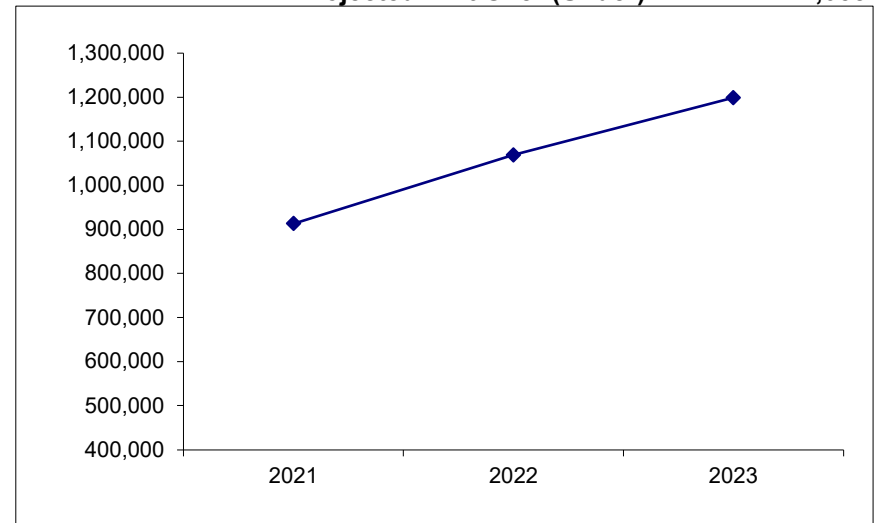
LOCAL FOOD & BEVERAGE TAX

MONTH	2021	2022	2023	
JANUARY	259,733	325,939	349,168	A
FEBRUARY	237,003	268,346	310,308	A
MARCH	251,710	254,687	314,152	A
APRIL	316,741	328,645	344,283	A
MAY	302,025	320,770	356,811	A
JUNE	314,701	345,385	369,562	B
JULY	295,357	338,253	361,931	B
AUGUST	307,177	344,233	368,330	B
SEPTEMBER	345,458	318,028	340,290	B
OCTOBER	112,289	326,439	123,753	B
NOVEMBER	460,845	323,232	507,897	B
DECEMBER	299,194	333,647	329,742	B
TOTALS	3,502,233	3,827,604	4,076,227	
		Current Budget	3,997,000	
		Projected Amt Over (Under)	79,227	



LOCAL HOTEL & MOTEL TAX

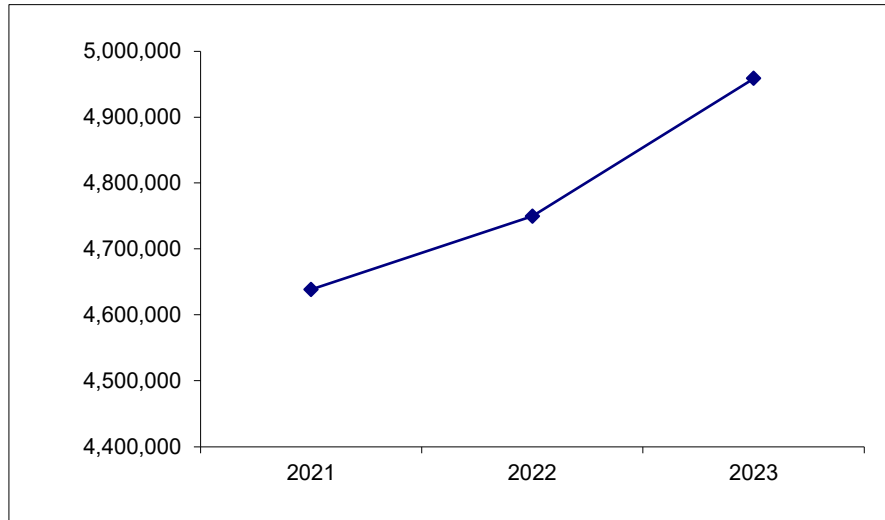
MONTH	2021	2022	2023	
JANUARY	45,696	62,215	71,531	A
FEBRUARY	38,938	70,247	89,816	A
MARCH	46,068	65,323	74,851	A
APRIL	61,645	76,916	111,415	A
MAY	64,188	76,544	78,123	A
JUNE	80,612	95,446	102,795	B
JULY	82,463	104,261	112,289	B
AUGUST	96,057	91,208	108,626	B
SEPTEMBER	132,160	114,943	149,453	B
OCTOBER	39,548	101,643	44,723	B
NOVEMBER	147,855	120,882	167,202	B
DECEMBER	78,023	89,647	88,233	B
TOTALS	913,254	1,069,274	1,199,058	
		Current Budget	1,152,000	
		Projected Amt Over (Under)	47,058	



Projected Revenues

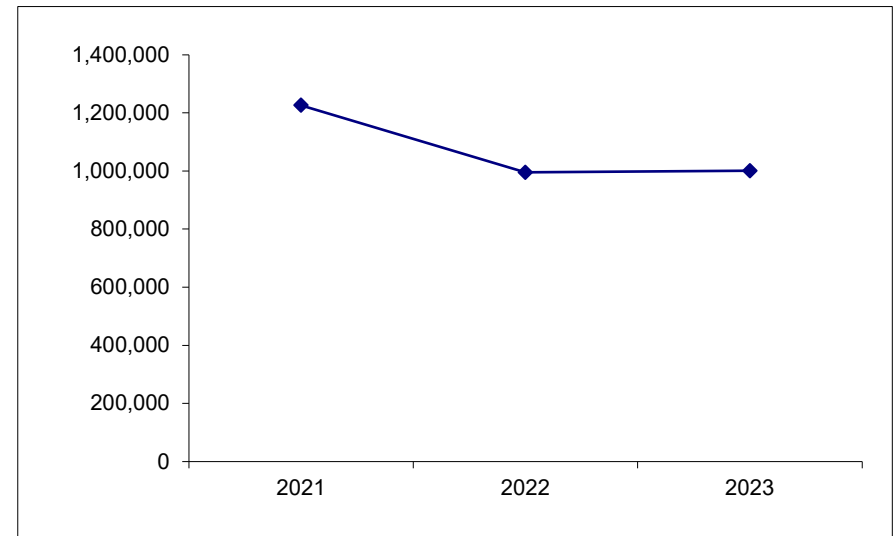
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2021	2022	2023	
JANUARY	387,338	451,232	494,772	A
FEBRUARY	-	-	511,814	A
MARCH	964,355	1,170,976	459,507	A
APRIL	406,775	453,756	411,867	A
MAY	369,203	376,488	357,677	A
JUNE	348,848	327,903	349,545	B
JULY	338,442	311,731	332,305	B
AUGUST	338,344	323,917	378,708	B
SEPTEMBER	375,057	323,685	419,802	B
OCTOBER	372,509	316,968	416,949	B
NOVEMBER	324,568	318,048	363,289	B
DECEMBER	413,270	375,073	462,573	B
TOTALS	4,638,709	4,749,776	4,958,808	
		Current Budget	5,337,000	
		Projected Amt Over (Under)	(378,192)	



LOCAL CABLE TV TAX

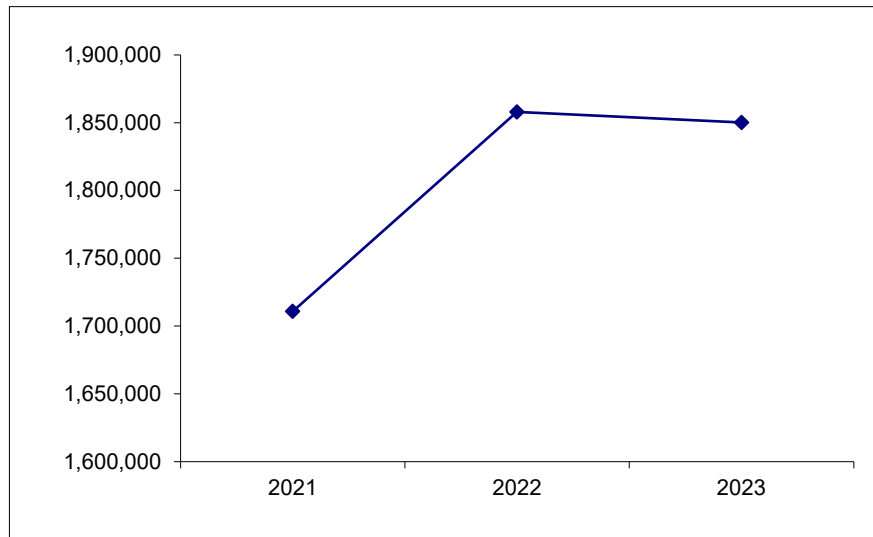
MONTH	2021	2022	2023	
JANUARY	115,677	13,687	11,674	A
FEBRUARY	248,600	235,066	228,468	A
MARCH	-	-	-	A
APRIL	14,722	12,982	-	A
MAY	238,382	245,500	241,582	A
JUNE	-	-	-	B
JULY	-	-	-	B
AUGUST	252,130	254,979	258,471	B
SEPTEMBER	-	-	-	B
OCTOBER	-	-	-	B
NOVEMBER	254,330	233,712	260,726	B
DECEMBER	102,715	-	-	B
TOTALS	1,226,555	995,925	1,000,920	
		Current Budget	1,034,000	
		Projected Amt Over (Under)	(33,080)	



Projected Revenues

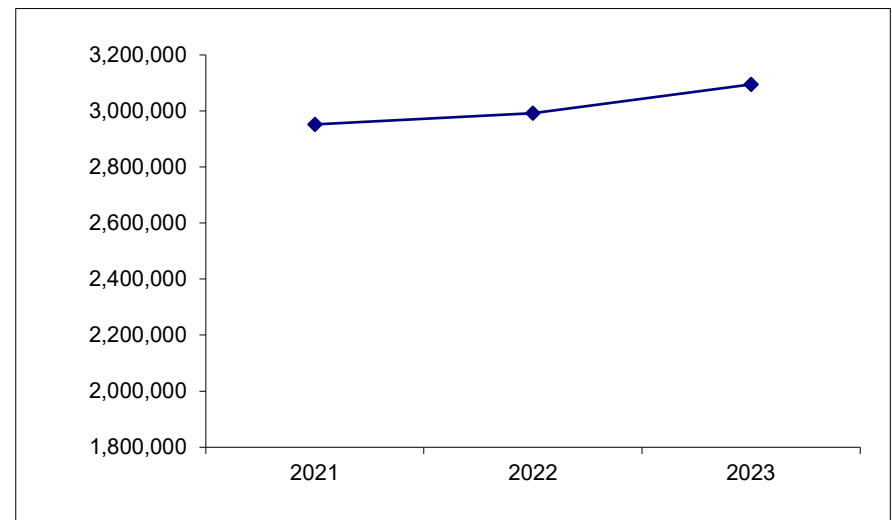
LOCAL MOTOR FUEL TAX

MONTH	2021	2022	2023	
JANUARY	137,973	155,334	154,093	A
FEBRUARY	116,174	146,251	142,970	A
MARCH	137,669	125,153	138,333	A
APRIL	141,621	142,456	150,252	A
MAY	143,395	147,235	147,736	A
JUNE	146,898	162,643	164,270	B
JULY	145,659	164,199	165,841	B
AUGUST	150,514	166,136	167,797	B
SEPTEMBER	151,331	173,019	174,749	B
OCTOBER	52,940	162,198	53,469	B
NOVEMBER	239,007	162,085	241,397	B
DECEMBER	147,717	151,229	149,194	B
TOTALS	1,710,898	1,857,939	1,850,104	
		Current Budget	1,840,000	
		Projected Amt Over (Under)	10,104	



STATE MOTOR FUEL TAX

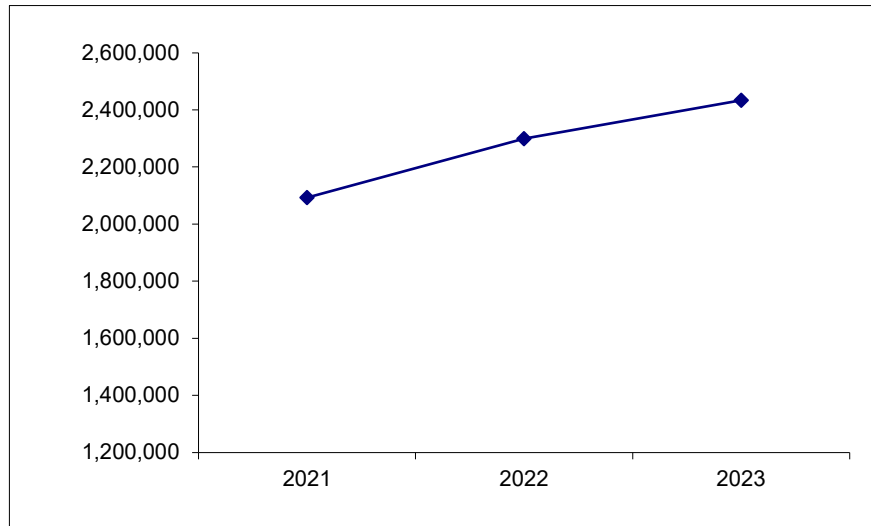
MONTH	2021	2022	2023	
JANUARY	252,696	283,072	275,250	A
FEBRUARY	220,266	258,944	220,663	A
MARCH	208,011	178,756	225,950	A
APRIL	215,526	253,405	219,333	A
MAY	250,786	255,437	250,551	A
JUNE	248,729	256,227	269,038	B
JULY	255,517	265,264	278,527	B
AUGUST	253,309	259,754	271,901	B
SEPTEMBER	274,663	249,395	261,864	B
OCTOBER	263,188	252,007	264,606	B
NOVEMBER	242,427	239,391	276,348	B
DECEMBER	267,134	240,655	280,491	B
TOTALS	2,952,253	2,992,307	3,094,522	
		Current Budget	3,194,000	
		Projected Amt Over (Under)	(99,478)	



Projected Revenues

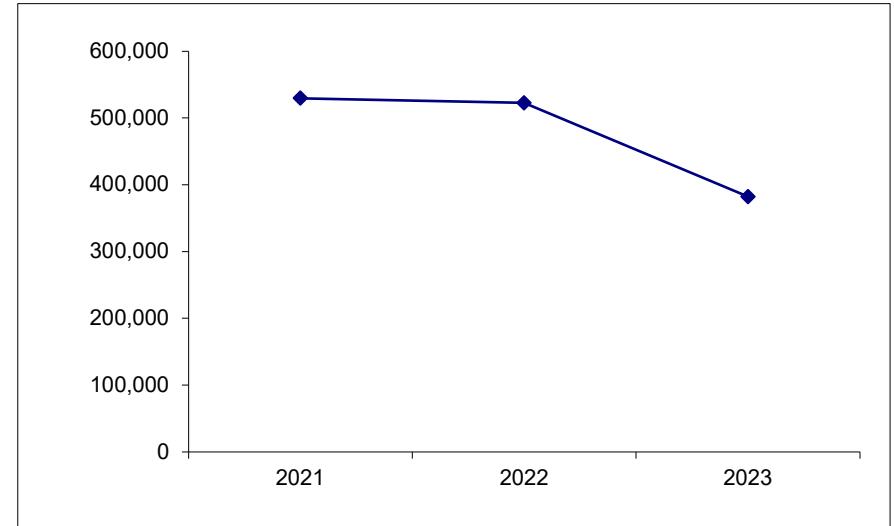
STATE VIDEO GAMING TAX

MONTH	2021	2022	2023	
JANUARY	85,531	186,950	187,712	A
FEBRUARY	-	194,055	194,632	A
MARCH	85,407	165,854	192,027	A
APRIL	176,056	170,074	196,183	A
MAY	257,275	230,570	233,599	A
JUNE	244,343	217,794	219,972	B
JULY	223,954	197,376	199,349	B
AUGUST	208,113	183,024	202,000	B
SEPTEMBER	217,309	190,168	202,000	B
OCTOBER	203,717	182,080	202,000	B
NOVEMBER	196,248	191,184	202,000	B
DECEMBER	194,733	189,255	202,000	B
TOTALS	2,092,686	2,298,383	2,433,475	
		Current Budget	2,386,000	
		Projected Amt Over (Under)	47,475	



LOCAL LIQUOR LICENSE FEE

MONTH	2021	2022	2023	
JANUARY	3,989	-	-	A
FEBRUARY	-	6,010	250	A
MARCH	2,459	702	3,677	A
APRIL	2,018	-	100	A
MAY	194,556	288,825	143,125	A
JUNE	312,435	217,825	217,825	B
JULY	-	3,280	3,280	B
AUGUST	6,600	200	6,600	B
SEPTEMBER	3,593	600	3,593	B
OCTOBER	100	150	100	B
NOVEMBER	-	3,093	-	B
DECEMBER	3,807	1,914	3,807	B
TOTALS	529,556	522,599	382,357	
		Current Budget	531,000	
		Projected Amt Over (Under)	(148,643)	



Finance and Treasury

DATE: 6/15/2023

MEMO:

TO: Mayor Julie Moore Wolfe & City Council Members

FROM: Scot Wrighton, City Manager
Ruby James, CFO and Treasurer

SUBJECT: Amendment to the 2022 Budget Reconciliation Ordinance

BACKGROUND: Though rare, the December 2022 year-end budget reconciliation ordinance did not capture all of the expenditures that occurred near year-end. Most of these expenses were ones that had been previously approved by the City Council (claricones project at the SWTP, asphalt overlay program, etc.), and for which the city had/has sufficient funds; but they were not completely reconciled with the approved budget. The proposed amendment of the 2022 budget reconciliation ordinance corrects these offsets and closes FY 2022.

ATTACHMENTS:

Description	Type
Cover memo	Cover Memo
Ordinance Text	Ordinance

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: June 14, 2023

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Ruby James, City Treasurer & Director of Finance

SUBJECT: An Ordinance Amending the 2022 Budget Reconciliation Ordinance of the City of Decatur, Illinois

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached Ordinance.

BACKGROUND:

City Council adopted the Fiscal Year 2022 Budget and Appropriation Ordinance for the purpose of defraying the expenses of certain departments and funds of the City of Decatur for the fiscal year beginning January 1, 2022 and ending December 31, 2022.

On December 19th 2022 for Fiscal Year 2022, the City Council approved an ordinance to amend the budget to reconcile the budget and appropriate additional funds for operational expenditures for the City to effect provision of services to its citizens which were not anticipated at the time of adoption. Passage of a budget reconciliation ordinance every December is a regular part of closing out and properly ending a fiscal year.

However, because the fiscal year is not closed until some time after the end of the accounting period, there were additional expenditures necessary in Fiscal Year 2022 not anticipated at the time of the December 19th Ordinance.

On January 12th of 2023, the following amendment was made as a necessity to close out Fiscal Year 2022 with a positive balance in several areas.

- The City General Administration division (039) in the General Fund; reduce by \$25,000 the contingency line in this division to offset additional spending needed for the legal department.
- The Legal Department (020) in the General Fund; appropriate \$25,000 for outside litigation and labor relations expense incurred due to ongoing consultation with outside legal counsel.
- Local Streets & Roads Fund 42; appropriate an additional \$155,000 to fund micro-surfacing and street improvements that exceeded anticipated yearly totals at the end of the calendar year. Due to moderate weather conditions, the City was able to complete more street work in late 2022.

- Fleet Maintenance Fund 60; \$55,000 due to unanticipatedly high expense in diesel fuel costs that exceeded anticipated yearly totals at the end of the calendar year.
- Water Capital Fund 81; \$1,225,000 for an approved project, the East Clarifiers Conversion. Public Works budgeted \$6 million for the fiscal year but the work went faster than anticipated and there was an influx of end of year invoices. The total contract price for the project did not change; this was simply a timing difference between fiscal years.
- Police Pension Fund 91; \$625,000 because pension payments were higher than budget and there were unbudgeted and unexpected fiscal agent fees related to the pension consolidation occurring at that time. The pension fund spending is controlled by the police pension board.
- Funding for these additional costs were in effect funded out of fund balance for the respective funds since the year had already ended.

POTENTIAL OBJECTION:

There are no known objections to this resolution request.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCES:

Scot Wrighton, City Manager
Ruby James, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:

Approval of this ordinance will allow the City to secure appropriation spending authority for the full fiscal year expenditures for the funds identified in this ordinance.

ORDINANCE NO. 2023 – XXXX

**ORDINANCE AMENDING THE 2022 BUDGET RECONCILIATION
ORDINANCE OF THE CITY OF DECATUR, ILLINOIS**

WHEREAS, on December 6, 2021, City Council adopted the Fiscal Year 2022 Budget and Appropriation Ordinance for the purpose of defraying the expenses of several departments and funds of the City of Decatur for the fiscal year beginning January 1, 2022 and ending December 31, 2022; and,

WHEREAS, on December 19, 2022 the City Council adopted a budget reconciliation ordinance further amending the Fiscal Year 2022 Budget; and,

WHEREAS, it is now necessary to further amend the 2022 budget to complete the fiscal close-out and finalize reconciliation of the fiscal year which ended December 31, 2022;

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

SECTION 1. The following amounts are hereby appropriated for the Fiscal Year ending December 31, 2022, and set apart within the following designated funds for expenditures, and the December 2022 Budget Reconciliation Ordinance is accordingly amended as follows:

Fund	\$ Amount
General Fund	0
Local Streets & Roads (#42)	155,000
Fleet Maintenance (#60)	55,000
Water Capital Fund (#81)	1,225,000
Police Pension (#91)	625,000
Total	2,060,000

SECTION 2. This Ordinance shall be in full-force and effect after its passage by the Council and approval by the Mayor.

PRESENTED and ADOPTED this 20th day of June 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

Finance and Treasury

DATE: 6/14/2023

MEMO:

TO: Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Ruby James, CFO and Treasurer

SUBJECT: Ordinance Amending the City of Decatur Budget for the Fiscal Year Ending December 31, 2023

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance Text	Ordinance

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: June 14, 2023

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Ruby James, City Treasurer & Director of Finance

SUBJECT: Ordinance Amending the City of Decatur Budget for the Fiscal Year Ending December 31, 2023

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached Ordinance.

BACKGROUND:

City Council adopted the Fiscal Year 2023 Budget and Appropriation Ordinance for the purpose of defraying the expenses of certain departments and funds of the City of Decatur for the fiscal year beginning January 1, 2023 and ending December 31, 2023.

As has sometimes occurred in previous years, it is necessary to reconcile the budget and appropriate additional funds for operational expenditures and program additional revenues to effect provision of services to its citizens which were not anticipated at the time of adoption.

- The City General Administration division (039) in the General Fund; reduce by \$200,000 the contingency line in this division to fund other increases in general fund expenses indicated below, further spending will reduce the cash fund balance by \$350,000 which will reduce the cash reserve from approximately 101 days at the end of May to approximately 98 days. This still maintains the Council required cash reserve balance of at least 90 days.
- The Legal Department (020) in the General Fund; appropriate \$100,000 for outside litigation and labor relations expense incurred due to unforeseen legal matters arising during the year.
- The Finance Department (035) in the General Fund; appropriate \$150,000 for expenses incurred due to employee turnover for outside accounting assistance and higher auditing expenses in order to ensure a timely FY2022 audit.
- The Police Department (065) in the General Fund; appropriate \$300,000 for software expenses as part of the CAD (Computer Aided Dispatch) software upgrade. The CAD system maintains logs and records of calls, activities, and other information. The working group for the Dispatch Center has, after a multi-year analysis, agreed upon a vendor.
- The Police Department (065) in the General Fund; appropriate \$165,000 for reimbursable expenses to training, small capital times, and other miscellaneous lines as part of the State of Illinois Community Development & Violence Prevention Grant received by the City.

- Revenue in the General Fund; appropriate \$165,000 in grant revenue for the Police portion of the State of Illinois Community Development & Violence Prevention Grant.
- Revenue in the General Fund; appropriate \$175,000 in restricted donation revenue and \$175,000 in expenses in General City Admin (040) for use in the Lake Decatur Centennial (for a net impact of zero).
- Community Revitalization Fund 84; reduce by \$165,000 the State of Illinois Community Development & Violence Prevention Grant expenses and revenue (for a net impact of zero) to be spent by the Police Department in the General Fund, which were originally budgeted in Fund 84.
- Transit Fund 70; appropriate \$150,000 to various equipment and materials lines due to mechanical failures and repairs needed for buses, which will be reimbursed from grant funding.
- Building Fund 34; appropriate \$600,000 and provide budget approval for additional expense not included in the original budget, for construction of classroom and office space on the 2nd floor of the Library Facility for capital items already approved by the City Council including higher construction costs due to COVID inflation, HVAC replacement and technology for the space.
- ARP Fund 99;
 - Move \$600,000 in fund balance from unspent ARP funds to Building Fund 34 to cover the additional expenses for the 2nd floor library construction.
 - Additionally, as the total cost for the building of Fire Stations 4, 5, & 7 is estimated at \$10.1 million, the remaining construction costs for the project has been budgeted in 2023. There has been a cash shortfall of approximately \$482,509 listed in the monthly Treasurer's Report for fund 44. As the project is near completion, the remaining cash funding of up to \$482,509 should come from ARP cash balance as needed.
 - These ARP funds were originally designated for revitalization projects such as demolitions in the community that can be replaced by grants and other City budget funding over the next few years to accomplish those goals.

POTENTIAL OBJECTION:

There are no known objections to this resolution request.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCES:

Scot Wrighton, City Manager
 Ruby James, City Treasurer & Director of Finance

BUDGET/TIME IMPLICATIONS:

Approval of this ordinance will allow the City to secure appropriation spending authority for the full fiscal year expenditures for the funds identified in this ordinance.

ORDINANCE NO. 2023 – XXXX

**ORDINANCE AMENDING THE CITY OF DECATUR BUDGET FOR THE
FISCAL YEAR ENDING DECEMBER 31, 2023**

WHEREAS, on December 5, 2022, City Council adopted the Fiscal Year 2023 Budget and Appropriation Ordinance for the purpose of defraying the expenses of several departments and funds of the City of Decatur for the fiscal year beginning January 1, 2023 and ending December 31, 2023.

WHEREAS, it is now necessary to appropriate additional funds for operational expenditures for the City to effect provision of services to its citizens which were not anticipated at the time the City Council adoption.

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

SECTION 1. The following amounts are hereby appropriated in the fiscal year ending December 31, 2023 and set apart within the following designated funds for expenditures as follows:

Fund	\$ Amount
General Fund Revenue	(340,000)
General Fund Expense	340,000
Building Fund Expense (#34)	600,000
Transit (#70)	150,000
Community Revitalization (#84)	0
Total	750,000

SECTION 2. This Ordinance shall be in full-force and effect after its passage by the Council and approval by the Mayor.

PRESENTED and ADOPTED this 20th day of June 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

Police Department

DATE: 6/9/2023

MEMO: 23-24

TO: The Honorable, Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Shane Brandel, Chief of Police

SUBJECT: Authorization of contract for towing services for the Decatur Police Department and the City of Decatur.

SUMMARY RECOMMENDATION: It is the recommendation of staff to accept the bid by DASS Enterprises (dba Shaner's Towing) for towing services for the Decatur Police Department.

BACKGROUND:

In November, 2019, the City Council accepted the bid from Shaner's Towing for towing services for the Decatur Police Department. The contract was for three years and started in January 2020. This new contract will be for 3 years with an option to extend it for an additional two years. Shaner's Towing was one of two companies to offer a bid to provide the services and they were the lowest bidder.

Please review the attached Staff Report for further explanation.

PRIOR COUNCIL ACTION: R2019-171 awarded the current towing contract to Shaner's Towing.

STAFF REFERENCE: Shane Brandel, Chief of Police, 474-2745, sbrandel@decaturil.gov

ATTACHMENTS:

Description	Type
Resolution Letter	Resolution Letter
Staff Report	Executive Summary
Per Tow Summary Ex. A	Exhibit
Towing Price Sheet Ex. B	Exhibit
Shaners Proposal	Backup Material
Prairieland Proposal	Backup Material
Towing RFP	Backup Material

RESOLUTION NO. R2023-_____

**RESOLUTION ACCEPTING THE BID BY DASS ENTERPRISES DOING BUSINESS
AS SHANERS TOWING FOR TOWING SERVICES FOR THE DECATUR POLICE
DEPARTMENT**

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

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

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

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a contract for services between the City of Decatur, Illinois and DASS Enterprises (dba Shaner's Towing) as per the bid prices set forth in Ex. A and Ex. B attached.

PRESENTED, PASSED, APPROVED and RECORDED this 20th day of June 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members

From: City Manager Scot Wrighton
Chief Shane Brandel

Subject: Approval of towing services contract for DPD

BRIEFING ITEM

RECOMMENDED ACTION:

It is recommended that the City Council approve a contract, as outlined in the RFP, for towing services for the Decatur Police Department, between the City of Decatur and DASS Enterprises (dba Shaner's Towing).

BACKGROUND:

The Decatur Police Department on regular occasions has the need for towing services. This need stems from towing vehicles following an arrest, abandoned vehicles, roadway hazards, traffic crashes, and weather emergencies. Over the course of a three-to-five-year period, the department will tow several thousand vehicles. As such, it is necessary that established protocols be in place for these services. It is also important that the department maintains a positive working relationship with the company providing the towing services. The City of Decatur utilizes a sole service provider for this contract and this is the preference of DPD. There is an abundance of administrative paperwork that must be done by the department and the tow company before and after the vehicle has been impounded. Thus, having one point of contact, and one system in place, makes this administrative process easier for the department, the tow company, and the citizens.

In 2019, Shaner's Towing was awarded the contract for towing services. At the time, Shaner's presented a bid that was less than the other bidder, and the Council awarded the contract to Shaner's. Being that Shaner's was not the company DPD had been utilizing for towing services, there was a learning curve to overcome on both sides. Although Shaner's was an established company in the Springfield area, they were a relatively new company in Decatur. Thus, all parties involved had to develop relationships and expectations.

Soon after Shaner's took the contract, in January 2020, COVID changed the world as we knew it, and that included operations at DPD. This lessened the frequency of tows needed and interaction with Shaner's staff. As time passed, DPD staff worked through problems and concerns that were raised or were brought forward. Some of these problems were from Shaner's learning the expectations of Decatur and DPD, as well as working through COVID related issues, such as staffing and communication problems.

To be clear, these problems, whether COVID had happened or not, we entirely expected by DPD staff. Anytime a switch of vendors is made in an area of frequent use, there are always problems to work through. This is true when we change computers, cars, or uniforms. It was certainly to be expected of towing services.

After a couple years of Shaner's fine-tuning operations and expectations, the relationship with DPD and Shaner's is smooth and has been managed well on both sides for the past year-and-a-half. They provide a reliable service to DPD and are receptive to any concerns that are raised and make changes accordingly. It is my position that they understand the expectations of the services they provide through this contract.

Being that towing services are an integral part of police operations, continuity is highly valued with this contract. If there isn't a need to change providers, or a significant cost difference, it is staff's position that it should be avoided. The City of Decatur received two bids for this contract, from Shaner's Towing and Prairieland Towing. Shaner's presented a bid of \$100 per basic tow and Prairieland presented a bid of \$125 per basic tow. In addition, the additional fees of both companies are similar, and any differences are minimal. Both bids are low when comparing them to surrounding cities. The bid presented by Shaner's would be the lowest fee for the larger central IL cities.

Of concern with Prairieland is their current state of operations. At this time, Prairieland has closed their business, and has been closed since December 2022. Their phone is disconnected, and they are not currently operating. There is also concern with the amount of staff and equipment currently in place at Prairieland. This contract would require more than what Prairieland has presented to operate effectively and efficiently. Prairieland has indicated they would have to hire staff and equipment, including trucks, to be able to handle the contract.

For all of the above reasons, it is staff's position that the contract for towing services should be awarded to DASS Enterprises (dba Shaner's Towing).

Project Name: Towing Services Bid Date: May 17, 2023 Time: 10:00 a.m.				Dass Enterprises of Springfield dba Shaner's Towing Decatur, IL		Prairieland Towing, Inc. Decatur, IL	
	Description	Est. Qty.	Unit	Unit Price	Total	Unit Price	Total
	A. Police Department Authority Tows	2,000		\$100.00	\$200,000.00	\$125.00	\$250,000.00
	B. City Owned	100		\$0.00	\$0.00	\$80.00	\$8,000.00
	C. Storage bay (yearly)	20	days	\$75.00	\$1,500.00	\$50.00	\$1,000.00

Subtotals	\$201,500.00	\$259,000.00
Total for 3 years	\$604,500.00	\$777,000.00

Project Name: Towing Services Bid Date: May 17, 2023 Time: 10:00 a.m.				Dass Enterprises of Springfield dba Shaner's Towing Decatur, IL	Prairieland Towing, Inc. Decatur, IL
	Description			Unit Price	Unit Price
	TOWING				
1	GVW of 10,000 lbs or less-no impoundment			\$75-\$150	\$80.00
2	GVW of 10,000 lbs or less-with impoundment			\$100.00	\$125.00
3	GVW of 10,000 lbs or more -no impoundment			250 min/hr	\$175.00
4	GVW of 10,000 lbs or more-with impoundment			250 min/hr	\$185.00
5	Winching charge			\$75-300	\$100.00
6	Use of dollies/gojacks			\$40.00	\$25.00
7	Towing @ owners request to site other than bidders POB			\$7 per mile	\$6 per mile
8	Up-righting overturned vehicles			\$150-400min/hr	\$125.00
9	Flatbed Transport			\$15 additional	\$90.00
10	Disconnection of Driveshaft			\$50-100	\$50.00
11	Recovery Fees (75' off roadway)			\$150-400min/hr	\$150/hour
12	Recovery/rotary crane			n/a	\$225/hour max \$675.00
	OTHER SERVICES				
1	Road Services			\$75-150	\$65.00
2	Fuel Delivery			\$75-150 + fuel	\$65.00
3	Clean up fee- traffic crash			\$50 min	\$100/hour
3-a	Crash wrap			\$25.00	\$20/window
3-b	Oil Dry			\$25 per bag	\$60/bag
4	Relocation for special requests			\$100.00	\$100.00
	STORAGE				
1	Indoor Storage			\$75-150	\$50/day
2	Late Release Fee			\$30.00	none
3	Additional Processing fees			\$25.00 min	none
	RATES-CITY OWNED VEHICLES				
	10,000 LBS OR LESS				
1	Towing within the City			\$0.00	\$0.00
2	Mileage rate outside of City			\$5.00 per mile	\$6.00 per mile
3	Service calls			\$0.00	\$65.00
	10,000 LBS OR MORE				
1	Towing within the City			\$150.00/hour	none
2	Mileage rate outside of City			\$150.00/hour	none
3	Service calls			\$125.00 minimum	none
	OTHER SERVICES				
1	Outdoor storage/day paid by owner of vehicle ordered held by DPD			\$40-100	X
2	Indoor storage per day-not associated with impoundment			\$75-125	X
3	Outdoor storage per day-not associated with impoundment			\$60-100	X
4	Motorcycles			\$50 add charge	X
5	Key retrieval			\$20.00	X
6	No key fee			\$25.00	X
7	Labor			\$75 min/hour per person	X
8	Labor standby			\$100-200 per hour	X
9	Gate fee/inhouse labor fee			\$50.00 minimum	X
10	Fuel Surcharge			\$5.00 min progressive	X

SHANER'S TOWING

3696 GREENSWITCH ROAD

DECATUR, IL 62526

217-875-2200

SHANE MCDERMITH

MAY 16, 2023

REQUEST FOR PROPOSAL FOR POLICE TOWING SERVICES

TABLE OF CONTENTS

I	TRANSMITTAL LETTER.....	3
II	GENERAL INFORMATION.....	4
III	SERVICE APPROACH.....	5
IV	EQUIPMENT LIST.....	6
V	PERSONNEL LIST.....	7
VI	PRICE SHEET.....	8
VII	EXPERIENCE AND QUALIFICATIONS.....	12
VII	VENDOR CERTIFICATE.....	13
IX	CERTIFICATE OF ACCEPTANCE.....	15
X	PROPOSAL PAGE.....	16
XI	BID SIGNATURE PAGE.....	17
XII	NON-COLLUSION AFFIDAVIT.....	18
XIII	PUBLIC CARRIER CERTIFICATE.....	19

TRANSMITTAL LETTER

I, Shane McDermith, understand that we are to provide a professional, safe, prompt, and affordable towing service 24 hours a day 7 days a week for the City of Decatur. Being the current tower for the city the past 3+ years we are aware of the expectation and feel as though we have been meeting these expectations and plan to continue providing quality services. We will continue to tweak things to make a great business partner for the City of Decatur.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shane McDermith', with a stylized, cursive script.

Shane McDermith

GENERAL INFORMATION

NAME OF BUSINESS: DASS Enterprises of Springfield, Inc
Shaner's Towing of Decatur

MAILING ADDRESS: 3696 Greenswitch Road
Decatur, IL 62526

PHONE NUMBER: 217-875-2200 (Public)
217-877-4270 (Non Published Number)

CONTACTS: Shane McDermith (217)306-2222
Jennifer Endres (217)725-1640
Brandon Durbin (217)737-7519

BUSINESS HOURS: Monday – Friday 8am – 5pm

LEGAL STATUS: Shaner's Towing is a local towing company and is a Corporation

DATE INCORPORATED: November 2007
Springfield, IL
DASS Enterprises of Springfield, Inc

OFFICE: 3696 Greenswitch Road, Decatur, IL 62526
12 Employees

PARENT: DASS Enterprises of Springfield, Inc
DBA: Shaner's Towing
DBA: Shaner's Towing of Decatur

LICENSE: Illinois Commerce Commission Public Carrier Certificate (Page 18)

SERVICE APPROACH

We propose to provide a professional, safe, prompt, and affordable towing service 24/7 by having a properly trained staff to handle the daily business. We have all the proper business licenses and permits required by the state of Illinois. We have a state of the art dispatch system that allows the Decatur Police Department to manage impounded vehicles from their office. This dispatch program provides various reports necessary to keep accurate records. Our fleet contains all the necessary equipment to handle any situation that may arise from light to heavy duty. We also provide a secure storage lot capable of holding 250+ cars at one time that is equipped with both lights and security cameras. We have 2 separate investigation bays that are exclusively used for the Decatur Police Department. Both bays contain independent alarm systems, are lighted, as well as climate controlled. We will be available 24 hours a day 7 days a week to release vehicles in a timely manner which is a requirement of this contract.

EQUIPMENT LIST

YEAR	MAKE/MODEL	MODEL	CAPACITY
2017	FORD	F-550	12,000
2004	FREIGHTLINER	M2	12,000
2016	FREIGHTLINER	M2	12,000
2018	FREIGHTLINER	M2	12,000
2019	INTERNATIONAL	4300	12,000
2019	INTERNATIONAL	4300	16,000
2020	INTERNATIONAL	MV607	20,000
2015	KENWORTH	T370	20,000
2000	FREIGHTLINER	M2	12 TON
2006	FREIGHTLINER	M2	16 TON
2007	INTERNATIONAL	MA035	16 TON
2001	PETERBUILT	385	20 TON
2001	PETERBUILT	378	35 TON
2004	FREIGHTLINER	COLUMBIA 112	TRACTOR
2008	MACK	CXU	TRACTOR
1982	MONN TRAILER	DROP DECK	40,000
2001	TALBERT TRAILER	SLIDING AXLE FLATBED	40,000
2015	SUPER TRAILER	CONTAINER/FLATBED	20,000

STORAGE FACILITY

ADDRESS: 3696 Greenswitch Road
Decatur, IL 62526

CAPACITY: 450

OWNED/LEASED: Leased

PERSONNEL LIST

SHANE MCDERMITH	OWNER / DRIVER
JENNIFER ENDRES	OFFICE MANAGER / DISPATCH
JADE TRUSNER	DISPATCH
AMANDA VAUGHAN	DISPATCH
CHRISTINA ROACH	DISPATCH / DRIVER
JEREMY VAUGHAN	MECHANIC / DRIVER
BRANDON DURBIN	DRIVER
CHRISTOPHER BEENEY	DRIVER
KENNETH BRUMMETT	DRIVER
THOMAS DAVIS	DRIVER
GAIGE ROBINSON	DRIVER
ROBERT SCHAFER	DRIVER

SUBCONTRACTORS

N/A

RATE SCHEDULE

1. RATES RELATED TO PRIVATELY OWNED VEHICLES

A. TOWING

1. VEHICLES WITH A GVW OF 10,000 LBS OR LESS TO STORAGE FACILITY NOT ASSOCIATED WITH IMPOUNDMENT	\$150 (Accident) \$75 – 95 (Break Down)
2. VEHICLES WITH A GVW OF 10,000 LBS OR LESS TO STORAGE FACILITY ASSOCIATED WITH IMPOUNDMENT	\$100
3. VEHICLES WITH A GVW OF MORE THAN 10,000 LBS TO STORAGE FACILITY NOT ASSOCIATED WITH IMPOUNDMENT	\$250 Minimum / hr (Port to Port)
4. VEHICLES WITH A GVW OF MORE THAN 10,000 LBS TO STORAGE FACILITY ASSOCIATED WITH IMPOUNDMENT	\$250 Minimum / hr (Port to Port)
5. WINCHING CHARGE	\$75 Minimum (Light Duty) \$150 Min/hr (Medium Duty) \$300 Min/hr (Heavy Duty)
6. USE OF DOLLIES OR GOJACKS WHEN REQUIRED	\$40
7. PER MILE RATE FOR VEHICLES TOWED AT OWNER'S REQUEST TO A PLACE OTHER THAN BIDDERS PLACE OF BUSINESS	\$7
8. UP-RIGHTING OVERTURNED VEHICLES	\$150 Min/hour (Light Duty) \$200 Min/hour (Medium Duty) \$400 Min/hour (Heavy Duty)
9. FLATBED TRANSPORT	\$15 Additional
10. DISCONNECTION OF DRIVESHAFT	\$50 (Light/Medium Duty) \$100 (Heavy Duty)
11. RECOVERY FEE (APPLIES WHERE VEHICLE IS UP TO 75' OFF OF THE ROADWAY AND CANNOT BE DRIVEN FROM SCENE)	\$150 Min/hour (Light Duty) \$200 Min/hour (Medium Duty) \$400 Min/hour (Heavy Duty)

12. RECOVERY/ROTARY CRANE (APPLIES WHERE CRANE IS USED TO HOIST VEHICLE OUT OF DIFFICULT LOCATIONS WHERE A TRUCK WOULD NOT WORK)	\$ N/A
--	--------

B. OTHER SERVICES

1. ROAD SERVICES (JUMP START, LOCKOUT, TIRE CHANGE)	\$75 (Light Duty) \$125 (Medium Duty) \$150 (Heavy Duty)
2. FUEL DELIVERY	\$75 + Fuel (Light Duty) \$150 + Fuel (Medium/ Heavy Duty)
3. CLEAN-UP FEE TO VEHICLE OWNERS INVOLVED IN TRAFFIC CRASH	\$50 Minimum
a. CRASH WRAP (PLASTIC COVERING OVER BROKEN WINDOWS)	\$25 Minimum (Per Window)
b. OIL DRY	\$25 Per Bag (Progressive)
4. RELOCATION SERVICES FOR SPECIAL REQUESTS DURING PARADES AND SPECIAL EVENTS	\$100

C. STORAGE

1. INDOOR STORAGE PER DAY, AFTER 24 HOURS PAID BY THE OWNER FOR VEHICLES ORDERED HELD BY POLICE DEPARTMENT	\$75 (Light Duty) \$125 (Medium Duty) \$150 (Heavy Duty)
2. LATE RELEASE FEE (5PM – 8AM MONDAY THROUGH FRIDAY, SATURDAY, SUNDAY, AND ALL FEDERAL HOLIDAYS)	\$30
3. ANY ADDITIONAL PROCESSING FEES FOR VEHICLES NOT CLAIMED WITHIN A CERTAIN RANGE (PRICE VARIES DEPENDING ON IN STATE RECORD SEARCH IF APPLICABLE, OUT OFSTATE RECORD SEARCH IF APPLICABLE, # OF CERTIFIED LETTERS REQUIRED)	\$25 Minimum

2. RATES RELATED TO CITY-OWNED VEHICLES

A. VEHICLES 10,000 LBS OR LESS

- | | |
|--|--------------|
| 1. TOWING WITHIN CITY | \$0 |
| 2. MILEAGE RATE OUTSIDE OF CITY | \$5 per Mile |
| 3. SERVICE CALLS (LOCKOUTS, JUMPSTARTS, TIRE CHANGE) | \$0 |

B. VEHICLES OVER 10,000 LBS

- | | |
|---------------------------------|-----------------------------|
| 1. TOWING WITHIN CITY | \$150 / hour (Port to Port) |
| 2. MILEAGE RATE OUTSIDE OF CITY | \$150 / hour (Port to Port) |
| 3. SERVICE CALLS | \$125 Minimum |

3. OTHER SERVICES

- | | |
|--|---|
| 1. OUTDOOR STORAGE PER DAY PAID BY THE OWNER FOR VEHICLES ORDERED HELD BY POLICE DEPARTMENT (BEGINNING WHEN IMPOUNDED AND INCREASES IN 24 HOUR INCREMENTS) | \$40 (Light Duty)
\$100 per piece (Med/
Heavy Duty) |
| 2. INDOOR STORAGE PER DAY FOR VEHICLES NOT ASSOCIATED WITH IMPOUNDMENT (24 HOUR INCREMENTS) | \$75 (Light Duty)
\$125 per piece (Med/
Heavy Duty) |
| 3. OUTDOOR STORAGE PER DAY FOR VEHICLES NOT ASSOCIATED WITH IMPOUNDMENT (24 HOUR INCREMENTS) | \$60 (Light Duty)
\$100 per piece (Med/
Heavy Duty) |
| 4. MOTORCYCLES | \$50 Additional Charge |
| 5. KEY RETRIEVAL IN TOWN | \$20 |
| 6. NO KEY FEE | \$25 |
| 7. LABOR | \$75 Minimum/hour/person |

- | | |
|--|---------------------------|
| 8. LABOR STANDBY | |
| a. LIGHT DUTY | \$100 per hour |
| b. MEDIUM DUTY | \$150 per hour |
| c. HEAVY DUTY | \$200 per hour |
| 9. GATE FEE / IN-HOUSE LABOR FEE (APPLIES TO INOPERABLE VEHICLES REQUIRING SPECIAL EQUIPMENT TO LOAD OUT AT TIME OF RELEASE) | \$50 Minimum |
| 10. FUEL SURCHARGE
(BASED ON MILEAGE AND COST OF FUEL) | \$5 Minimum (Progressive) |

EXPERIENCE AND QUALIFICATIONS

1. NUMBER OF YEARS IN BUSINESS: 34 Years

2. QUALIFICATIONS:

Over 36 years of experience in the industry. Our drivers go through a lengthy training program before they are released on their own. We have trained and provided numerous training courses for all types of recoveries working side by side with local fire departments, EMTs and IDOT workers.

I'm a 10 year certified trainer for the State of Illinois in Traffic Incident Management training police departments, fire departments, tow companies and IDOT workers all over the State of Illinois.

I've received multiple towing awards from Tow Times Magazine for my efforts and dedication to the towing industry. We pride ourselves in having the right tools and equipment necessary to get the job done with whatever the situation may be.

We continue to attend classes and seminars to keep up with the ever changing world in our industry.

3. REFERENCES

A. TROOPER ERIC MILLS (ILLINOIS STATE POLICE TROOP 6)

ERIC.MILLS@ILLINOIS.GOV

217-414-4719

B. CHIEF BOB CROUCH (RIVERTON POLICE DEPARTMENT)

RIVERTONCHIEF@GMAIL.COM

217-629-9800

C. NICK LIONELLO (BEACON FUNDING)

NLIONELLO@BEACONFUNDING.COM

847-897-1750

ATTACHMENT 6.1

Vendor Certification

Police Towing Services

The undersigned, on behalf of Vendor, certifies that the following representations are true and correct and further agrees, as a condition of doing business with the City of Decatur, to require all of Vendor's subcontractors and sub-subcontractors to certify that the following representations are true and correct:

1. No City of Decatur officer or employee has any interest in the proceeds of this contract.
2. The Vendor has not committed bribery or attempted bribery of an officer or employee of any governmental body—whether on the federal, state, or local level.
3. The Vendor has not been barred from conducting business with any governmental unit—whether federal, state, or local.
4. Neither the Vendor's business entity nor any of its officers, directors, partners, or other managerial agents have been convicted of a felony under the Sarbanes-Oxley Act of 2002 or under any state or federal securities laws.
5. The Vendor has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E- 3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. The Vendor certifies that it is not delinquent in the payment of any debt or tax due to the State of Illinois or to the City of Decatur.
7. The Vendor will maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three years from the later of the date of final payment under the contract or completion of the contract.
8. The Vendor is an "Equal Opportunity Employer," as defined by Title VII of the Civil Rights Act of 1964 and all applicable federal regulations and executive orders.
9. The Vendor is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/).

The Vendor hereby agrees to defend, indemnify and hold harmless the City of Decatur its officers, employees, and agents from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Dated 5/16, 2023.

A handwritten signature in black ink, appearing to be "E. M. D.", written over a horizontal line.

Signature

ATTACHMENT 6.2

Certificate of Acceptance

Police Towing Services

The undersigned, on behalf of SHAWES TOWING (Bidder), hereby submits this proposal in response to the Request for Proposals for Police Towing Services. We, the undersigned, hereby declare that we have carefully read and examined the RFP documents and hereby propose to perform and complete the Services as set forth in the RFP and resulting contract.

The undersigned has examined and become familiar with all of the conditions affecting the contract and the detailed requirement of performance and understands that, in making this proposal, the Bidder waives all right to plead any misunderstanding regarding the same.

The undersigned agrees to the Services in accordance with the terms and conditions at the costs indicated in its proposal if the proposal is accepted within 150 calendar days after opening.

The undersigned has reviewed the terms and conditions set forth in the RFP Documents and agrees to accept all terms and conditions of the City's agreement unless otherwise noted in the undersigned proposal.

If recommended for contract award, the undersigned agrees to execute the contract within 10 calendar days following notification that the proposal has been approved and that the Bidder has been awarded the contract.

The undersigned represents that SHAWES TOWING (Bidder) is in good standing in the State of Illinois and has all necessary licenses, permits, certifications, approvals, and authorizations in order to perform all of its obligations in connection with its proposal and resulting contract.

BY: _____

(Signature)

DATE: 5/16/23

pres
(Title)

If a corporation, affix seal

ATTEST: _____

7.1. Proposal Page

TO: Chief Procurement Officer , City of Decatur

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

WE ARE PROPOSING:

	<u>Bid Per Tow</u>		<u>Estimated Tows per Yr.</u>		<u>Extension</u>
A. Police Department Authority	\$ <u>100</u>	x	2000	=	\$ <u>200,000</u>
					<u>Subtotal A</u>

TOTAL – Police Department Authority Tows x 3 \$ 600,000
(Total for 3 years)

B. City Owned	\$ <u>0</u>	x	100	=	\$ <u>0</u>
					<u>Subtotal B</u>

C. Storage Bay	\$ <u>75</u>	x	20 (estimated no. of days)	=	\$ <u>1,500</u>
					<u>Subtotal C</u>

TOTAL – (City Owned & Storage) (B + C) x 3 \$ 4,500
(Total for 3 years)

BID SIGNATURE PAGE

If a Corporation

Corporate Name

DASS ENTERPRISES OF SPFLD, INC

By Registered Agent:

[Signature] SHANE McDERMITH

Business Address:

2815 N. DIRKSEN PKWY
 Street SPRINGFIELD IL 62702
 City 217 State 524-6400 Zip
 Area Code Telephone Number

Name of Officers:

SHANE McDERMITH 6510 OLD ROUTE 36 RIVERTON, IL
 President Address
 Vice President Address
 Secretary Address
 Treasurer Address

Sole Proprietor

Firm Name

Signature of Bidder:

Business Address:

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

If a Partnership

Firm Name

By:

Business Address:

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

Name of all
 Members of Firm

Name Address
 Name Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Illinois
COUNTY OF Sangamon } SS.

Shane M. McDermith, BEING FIRST DULY
SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of
Dass Enterprises of Springfield, the Bidder that has submitted the
attached bid; (Shaners Towing of Decatur)

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

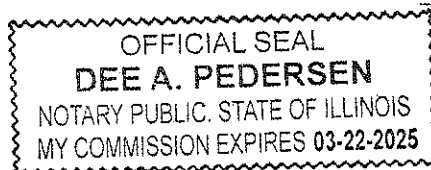
3) Such bid is genuine and is not a collusive or sham bid;

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

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

[Signature]
President
Title

Subscribed and sworn to before me this 16TH day of May,
20 23.



[Signature]
Notary Public
Title

My Commission expires 03-22-2025.

**ILLINOIS COMMERCE COMMISSION
TRANSPORTATION DIVISION
PUBLIC CARRIER CERTIFICATE**

153088 MC

**Dass Enterprises of Springfield Inc.
dba Shaner's Towing of Springfield Inc.**

Pursuant to the provisions of the Illinois Commercial Transportation Law (625 ILCS 5/18c-1101 et seq.), this certificate authorizes the above-named motor carrier to operate in intrastate commerce transporting:

**ANY AND ALL COMMODITIES (*Except Household Goods*)
TO AND FROM ALL POINTS IN ILLINOIS.**

The privilege conveyed by this certificate is conditioned upon compliance with all applicable provisions of State Law and rules.

The vehicles of this certificate holder must be identified in accordance with 92 Ill. Adm. Code 1307.

The holder of this license certifies to the Commission that it will perform transportation activities only with the lawful amount of insurance in accordance with 92 Ill. Adm. Code 1425.

Issue Date: May 30, 2014

Director of Processing
Transportation Division

2023 PROPOSAL OF PRAIRIELAND TOWING, INC.
FOR POLICE TOWING SERVICES
FOR THE CITY OF DECATUR

PRAIRIELAND TOWING, INC.
2902 N. WOODFORD STREET
DECATUR IL, 62526
PHONE: (217) 872-4665

CONTACT PERSON: CHAD RICHARDS, PRESIDENT

TABLE OF CONTENTS

Transmittal Letter.....	Tab 2
General Information.....	Tab 3
Service Approach.....	Tab 4
Equipment List.....	Tab 5
Personnel List.....	Tab 6
Price Sheet.....	Tab 7
Experience and Qualifications.....	Tab 8
Vendor Certificate.....	Tab 9
Certificate of Acceptance.....	Tab 10
Completed Bid Proposal Page.....	Tab 11
Completed Bid Signature Page.....	Tab 12
Completed Non-Collusion Affidavit of Prime Bidder.....	Tab 13

May 17, 2023

**HAND DELIVERED**

Chief Procurement Officer
City of Decatur
1 Gary K. Anderson Plaza
Decatur, Illinois 62523

RE: Our Client: Prairieland Towing, Inc., an Illinois corporation
City Bid Title: Towing Services
Quote Date/Time: May 17, 2023 @ 10:00 A.M.

Dear Chief Procurement Officer:

On behalf of Prairieland Towing, Inc., an Illinois corporation (the “Company”), we respectfully submit the enclosed bid to the City of Decatur, an Illinois municipal corporation (the “City”), for police towing services provided to, or at the request of, the City or its authorized officers, employees or agents. The Company has performed these services in the past and understands the work to be done. Moreover, the Company and Chad Richards, its President, are committed to providing quality towing services and customer service to the City of Decatur and its citizens.

Enclosed herewith, please find the following items:

- a. cover page;
- b. table of contents (Tab 1);
- c. a copy of this transmittal letter (Tab 2);
- d. general information regarding bidder, Prairieland Towing, Inc. (Tab 3);
- e. information regarding the service approach of Prairieland Towing, Inc. (Tab 4);
- f. equipment list of Prairieland Towing, Inc. (Tab 5);
- g. personnel list of Prairieland Towing, Inc. (Tab 6);
- h. price sheet of Prairieland Towing, Inc. (Tab 7);
- i. experience and qualifications of Prairieland Towing, Inc. (Tab 8);
- j. vendor certificate (Tab 9);
- k. certificate of acceptance (Tab 10);
- l. the completed bid proposal page (Tab 11);
- m. the completed bid signature page (Tab 12); and
- n. the completed non-collusion affidavit of prime bidder (Tab 13).



May 17, 2023

Page 2

Both Chad Richards, the President of the Company, and its attorney, Lindsey Wise are authorized to negotiate on behalf of the Company with the City. We thank you and the City for the opportunity to bid on the police towing services. Should you have any questions, require additional information, or we may be of further assistance to you, we ask that you not hesitate to contact us at your earliest convenience.

Very truly yours,

Brown, Hay + Stephens, LLP,

BY:

Lindsey A. Wise

Enclosures

I, Chad Richards, President of Prairieland Towing, Inc. hereby certify that the contents of the 2023 Proposal of Prairieland Towing, Inc. for the Police Towing Services for the City of Decatur and all related attachments and exhibits are true and correct to the best of my knowledge.

Chad Richards

GENERAL INFORMATION

PRAIRIELAND TOWING, INC.
2902 N. WOODFORD STREET
DECATUR IL, 62526
PHONE: (217) 872-4665
CONTACT PERSON: CHAD RICHARDS, PRESIDENT
BUSINESS HOURS: OPEN 24 HOURS

Prairieland Towing, Inc. ("Prairieland") is a corporation, which was incorporated in the State of Illinois on July 26, 1993. Prairieland is both locally owned and located in the City of Decatur. It is not a statewide company, and it has been doing business in and serving the citizens of the City of Decatur since it was incorporated in 1993. All work is done from the Prairieland office and lot located at 2902 N. Woodford Street in Decatur, Illinois. There will be four office staff and dispatch employees at that office. Prairieland is licensed and permitted to do business in the State of Illinois, County of Macon, and City of Decatur. Prairieland is not a parent or subsidiary in a group of firm or agencies.

SERVICE APPROACH

Prairieland Towing, Inc. ("Prairieland") is a family and locally owned towing company that has been serving the Decatur and Central Illinois area since 1993. Prairieland provides excellent tow truck service with a professional and timely approach. Its employees and drivers are kind and professional to customers, work with police officers to accommodate the needs of the Decatur Police Department in a timely manner, and take all situations seriously. From 2009 to 2020, Prairieland had the towing contract for the City of Decatur. Even after Prairieland did not receive a new contract, the company continued to work with the police and provide towing services in a professional and prompt manner until the new company had all of its equipment and infrastructure in place in Decatur. Prairieland is proud to serve and help the citizens of Decatur.

SPECIFICATIONS

Vendor Qualifications: Prairieland is licensed to do business in the State of Illinois. If Prairieland does not have all necessary licenses and permits necessary to operate this type of business, then Chad Richards, as President, agrees to immediately obtain the required licenses and permits if selected as a vendor before performance is due under the contract.

Response Time: Prairieland will always strive to arrive at the scene within 20 minutes of notice at any time of the day or night with appropriate equipment at the request of the Decatur Police Department and dispatch system. Prairieland has worked with the DPD in the past and had a reputation for always providing timely and professional towing services.

Service Call Cancellation: Prairieland understands that the City has the right to cancel a request for services at any time, including up to the time of hook-up, without charge. Prairieland agrees that response to a service call, including arrival at the scene, without other action, does not constitute a service call where charges apply.

Ethics and Conduct: Prairieland agrees to conduct operations under this contract in an orderly, ethical, and businesslike manner. Prairieland understands that this contract is sensitive in nature and that its employees would have to deal with the public on a daily basis. Prairieland already has a practice of ensuring that its employees are kind and extend common courtesy to the public and its customers. It will expedite release of vehicles in accordance with the terms of this contract; assist vehicle owners in retrieving documents from their vehicles to establish ownership; allow the owner to remove any unattached personal possessions; fully and politely explain the reason for the tow and all related charges; and attempt to resolve disputes in a prompt and polite manner.

Vendor Personnel: If Prairieland is selected as the vendor, it will have sufficient, qualified personnel available for the operation of equipment and to staff the office facilities as required to perform under this contract. Prairieland will not employ any person who has been convicted of a felony or a crime of moral turpitude, without written consent of the Police Chief of the Decatur Police Department. Each wrecker will be operated by a driver who has all required

licenses for the equipment that he or she is operating, has the physical qualifications necessary to perform the tasks required by a tow driver, and will wear a uniform with the name of the company. Prairieland will maintain a strict, zero tolerance policy for tow drivers while they are on duty for complying with the law and the requirements of any contract resulting from this RFP. Prairieland agrees that owners and officers of the corporation will be held fully responsible for the acts of its employees while on duty, except as otherwise permitted by law.

Subcontractors: Prairieland does not work with any subcontracts. However, if Prairieland is selected as the vendor and desires to work with a subcontract, it understands that written City approval is required subject to restrictions. Subcontracting would only be allowed for recovery and towing, not storage operations. All towing and recovery vehicles shall be identified only by Prairieland's name, address, and phone number. Prairieland would be held fully responsible for the subcontractor's performance and insurance coverage. Prairieland also understands that the City reserves the right to withdraw approval of a subcontractor.

Equipment Requirements: Prairieland will maintain sufficient equipment to fulfill its obligations of the contract, including having at least one wrecker capable of towing commercial vehicles of fully loaded maximum road weight. All equipment will be modern, commercially manufactured, and in good condition. Equipment will also be properly licensed and meet requirements for the State of Illinois. Wreckers will be properly equipped with clearance and marker lights and all other equipment as required by Illinois law. Prairieland will make each piece of equipment available for inspection at the City's request.

Equipment Markings: Prairieland will have no markings on vehicles, buildings, or correspondence to indicate any official relationship between it and the City. All wreckers will bear the name, address, and phone number of Prairieland.

Communications System: Prairieland will maintain adequate communications systems between its office and all wreckers and service vehicles. Its communication system will be staffed by competent employees. Prairieland will maintain adequate communications with the Decatur Police Department and Central IL Regional Dispatch center.

Storage Facilities: Prairieland will maintain a storage garage and outside storage facilities that comply with all provisions of applicable building, zoning, and environmental regulation sufficient to store all vehicles towed by it under this contract until they are claimed by owner or disposed of legally. Prairieland will only store towed vehicles at the approved storage facility. Prairieland agrees that the City will have the right to inspect its establishment, facilities, and equipment at any time during business hours. Presently, Prairieland does have a storage facility and lot within the City of Decatur. It is fully fenced and secured and has capacity to store at least 250 passenger cars or equivalent. Prairieland will provide security for the approved storage lot as well.

Protection of Vehicles and Property: Prairieland's liability for any vehicle towed and all property therein starts at the time the wrecker is hooked onto the towed vehicle. Prairieland will have its employees review the Tow Slip jointly with a police officer or owner of vehicle.

License Plate Removal: Prairieland will not remove license plates unless directed to do so by the police department.

Owner Notification: Prairieland will notify the registered owner or agent of the whereabouts of the towed vehicle. Prairieland employees will direct each person seeking return of their vehicle to the location where the vehicle is being held. Prairieland maintains a log at its office listing the date, time, and notification method. It will also maintain an electronic system for tracking towed vehicles and allow for viewing by the police department. Prairieland also agrees to cooperate in any impoundment hearing under City Code.

Insurance Requirements: Upon request Prairieland will fill with the City certified copies of all insurance policies and accompanying endorsements. Upon request, Prairieland will supply certificates of insurance setting forth coverage, limits, and endorsements.

Indemnification: Prairieland agrees to indemnify and defend the City and its officers, employees, agents, and assigns from and against all liabilities losses, damages, penalties etc. that may be imposed upon or incurred by or asserted against the City and that arise out of any or all work or services performed under this contract by Prairieland, its employees, agents and subcontractors.

EQUIPMENT LIST

2017 F450 Volcan 810 Intruder, 4,000 lb. wheel lift, 8,000 lb. winch

2016 F550 Century 20-foot rollback, 10,000 lb. deck capacity, 4,000 lb. wheel lift

2003 Ford F250 service truck, uses for service calls; can pull a trailer behind

1994 Century 30-ton 5030 T, 30-ton tractor trailer

DESCRIPTION OF STORAGE FACILITY

Prairieland owns its storage facility at 2902 N. Woodford Street, Decatur, Illinois, and it was used in the past for police towing services when Prairieland previously had the towing contract.

The facility is 520' x 1040' storage lot. This storage lot is open 24 hours a day, seven days a week, and 52 weeks a year. For security, this storage lot has an 8-foot fence surrounding the lot with razor and barbed wire. There is a single entrance that is monitored at all times, and there is an attendant on duty 24 hours a day.

PERSONNEL LIST

Drivers: Ronald Dotson, David Neville, Shawn Horvey, Trevor Dotson, William Lilly, and Chad Richards

Security: Gavin Sunderlan and William Lilly

Dispatch and Office Staff: Angela Howard, Mike Brion, Shelia Lathy, and Holly Nihiser

**** At this time, Prairieland does not use any subcontractors to provide towing services.**

PRICE SHEET

RATES RELATED TO PRIVATELY OWNED TOWS

Towing:

Vehicles with a GVW of 10,000 lbs or less to Storage Facility not associated with impoundment	\$80
Vehicles with a GVW of 10,000 lbs or less to Storage Facility associated with impoundment	\$125
Vehicles with a GVW of more than 10,000 lbs to Storage Facility not associated with impoundment	\$175
Vehicles with a GVW of more than 10,000 lbs to Storage Facility associated with impoundment	\$185
Winching Charge	\$100
Use of Dollies or GoJacks when required	\$25
Per mile rate for vehicles towed at owners request to a place other than Prabirieland	\$6/mile
Up-righting overturned vehicles	\$125
Flatbed transport (if in addition to towing fee)	\$90
Disconnection of driveshaft	\$50
Recovery fee (applies where vehicle is up to 75 feet off of roadway and cannot be driven from scene)	\$150/hour
Recovery fee/rotary crane (applies where crane is used to hoist vehicle out of difficult locations where a truck would not work)	\$225/hour (max \$675)

Other Services:

Road Services (jump start, lockout, tire change)	\$65
Fuel Delivery	\$65
Clean-up fee to vehicle owners involved in traffic crash	\$100/hour

	(30 min. minimum)
Crash Wrap (plastic covering broken window)	\$20/window
Oil Dry	\$60/bay
Relocation services for special requests during parades and special events	\$100

Storage:

Indoor storage per day, after 24 hours paid by the owner for vehicles ordered held by police	\$50/day
Late release fee	None
Any additional processing fees for vehicles not claimed within a certain time range	None

RATES RELATED TO CITY-OWNED VEHICLES

Vehicles 10,000 lbs or less:

Towing within City	\$0
Mileage rate outside of City	\$6/mile
Service Calls (lockouts, jumpstarts, tire change)	\$65

Vehicles over 10,000 lbs:

Towing within City	None
Mileage rate outside of City	None
Service calls	None

EXPERIENCE AND QUALIFICATIONS

Prairieland Towing has been in business for 30 years since 1993. Prairieland is qualified and willing to perform police towing services for the City of Decatur. Previously, Prairieland had this towing services contract from 2009-2020. Its employees and drivers are trained and knowledgeable in all aspects of towing vehicles. Prairieland has a history and reputation of providing reliable, fast, and professional towing services. It also has a good reputation with the Decatur Police Department.

Because it has been in this business for so long, Prairieland understands the insurance and licensure requirements for a towing company. Furthermore, Prairieland understands the sensitive nature of this contract and the need to be prompt and professional to both police officers and the public.

REFERENCES

R. I. Lugari	Email: lugaritruckrepair@gmail.com
Leo Wilson	Email: wilsonsgarage1335@yahoo.com
Amanda Anderson	Email: newells@newellsautobody.com

ATTACHMENT 6.1

Vendor Certification

Police Towing Services

The undersigned, on behalf of Vendor, certifies that the following representations are true and correct and further agrees, as a condition of doing business with the City of Decatur, to require all of Vendor's subcontractors and sub-subcontractors to certify that the following representations are true and correct:

1. No City of Decatur officer or employee has any interest in the proceeds of this contract.
2. The Vendor has not committed bribery or attempted bribery of an officer or employee of any governmental body—whether on the federal, state, or local level.
3. The Vendor has not been barred from conducting business with any governmental unit—whether federal, state, or local.
4. Neither the Vendor's business entity nor any of its officers, directors, partners, or other managerial agents have been convicted of a felony under the Sarbanes-Oxley Act of 2002 or under any state or federal securities laws.
5. The Vendor has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E- 3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. The Vendor certifies that it is not delinquent in the payment of any debt or tax due to the State of Illinois or to the City of Decatur.
7. The Vendor will maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three years from the later of the date of final payment under the contract or completion of the contract.
8. The Vendor is an "Equal Opportunity Employer," as defined by Title VII of the Civil Rights Act of 1964 and all applicable federal regulations and executive orders.
9. The Vendor is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/).

The Vendor hereby agrees to defend, indemnify and hold harmless the City of Decatur its officers, employees, and agents from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Dated May 17, 2023.



Signature 

ATTACHMENT 6.2

Certificate of Acceptance

Police Towing Services

The undersigned, on behalf of Prairieland Towing (Bidder), hereby submits this proposal in response to the Request for Proposals for Police Towing Services. We, the undersigned, hereby declare that we have carefully read and examined the RFP documents and hereby propose to perform and complete the Services as set forth in the RFP and resulting contract.

The undersigned has examined and become familiar with all of the conditions affecting the contract and the detailed requirement of performance and understands that, in making this proposal, the Bidder waives all right to plead any misunderstanding regarding the same.

The undersigned agrees to the Services in accordance with the terms and conditions at the costs indicated in its proposal if the proposal is accepted within 150 calendar days after opening.

The undersigned has reviewed the terms and conditions set forth in the RFP Documents and agrees to accept all terms and conditions of the City's agreement unless otherwise noted in the undersigned proposal.

If recommended for contract award, the undersigned agrees to execute the contract within 10 calendar days following notification that the proposal has been approved and that the Bidder has been awarded the contract.

The undersigned represents that Prairieland Towing (Bidder) is in good standing in the State of Illinois and has all necessary licenses, permits, certifications, approvals, and authorizations in order to perform all of its obligations in connection with its proposal and resulting contract.

BY: 

(Signature)

DATE: 5/17/23

Owner / President

(Title)

If a corporation, affix seal

ATTEST: _____

7.1. Proposal Page

TO: Chief Procurement Officer , City of Decatur

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

WE ARE PROPOSING:

	<u>Bid Per Tow</u>		<u>Estimated Tows per Yr.</u>		<u>Extension</u>
A. Police Department Authority	\$ <u>125⁰⁰</u>	x	2000	=	\$ <u>250,000</u> Subtotal A

TOTAL – Police Department Authority Tows x 3 \$ 750,000
(Total for 3 years)

B. City Owned	\$ <u>80⁰⁰</u>	x	100	=	\$ <u>8,000</u> Subtotal B
---------------	---------------------------	---	-----	---	-------------------------------

C. Storage Bay	\$ <u>50⁰⁰</u>	x	20 (estimated no. of days)	=	\$ <u>1,000⁰⁰</u> Subtotal C
----------------	---------------------------	---	----------------------------	---	--

TOTAL – (City Owned & Storage) (B + C) x 3 \$ 27,000⁰⁰
(Total for 3 years)

BID SIGNATURE PAGE

If a Corporation

Corporate Name

By Registered Agent:

Business Address:

PrairieLand Towing Inc
[Signature] Chad Richards
 Signature (please sign in ink) Print Name
2902 N. Woodford St.
 Street
Decorah IL 62526
 City State Zip
217 872 4665
 Area Code Telephone Number

Name of Officers:

Chad Richards
 President " Address
 Vice President " Address
 Secretary " Address
 Treasurer " Address

Sole Proprietor

Firm Name

Signature of Bidder:

Business Address:

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

If a Partnership

Firm Name

By:

Business Address:

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

Name of all
Members of Firm

Name Address
 Name Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Illinois)

COUNTY OF Macon)

SS.

Chad Richards, BEING FIRST DULY
SWORN, says that:

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

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

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

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

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

[Signature]

Owner / Pres.

Title

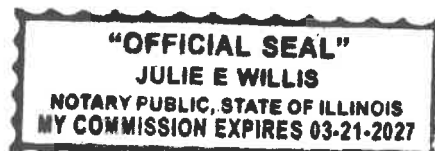
Subscribed and sworn to before me this 17 day of May,
2023.

[Signature]

Notary Public

Title

My Commission expires 3-21-27.



City of Decatur

Request for Proposals for Police Towing Services

2023

City of Decatur Police Department

NOTICE TO BIDDERS

The City of Decatur will receive sealed proposals for towing services for the City of Decatur, Police Department.

Proposals will be accepted until 10:00 a.m., Central Standard Time, on May 17, 2023 at the City of Decatur, Purchasing & Internal Services Division, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523 at which time they will publicly opened and read. Bids shall be submitted to the Purchasing Office on the first floor of the Civic Center.

All bids must be marked in the bottom left hand "SEALED PROPOSAL, POLICE TOWING SERVICES." Specifications and proposal forms may be obtained from the Purchasing Office on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

The Council of the City of Decatur, Illinois reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instruction for bidders. The Council further reserves the right to award the contract to the bidder which, in the opinion of Council, will best serve the public interest, and the criteria listed herein shall be subordinate to the discretion of Council with regard thereto. At the discretion of the Council, required items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the price bid.

Illinois Human Rights Act Applies

Questions regarding these specifications should be directed to Jessica Coleman at (217)424-2762.

City of Decatur
Jessica
Chief Procurement Officer
May 2, 2023

Coleman

CONTENTS

1. Introductory Material	1
1.1. RFP Definitions	1
1.2. Statement of Purpose	1
1.3. RFP Schedule	1
2. Specifications	2
2.1. Vendor qualifications	2
2.2. Response time	2
2.3. Service Call Cancellation.....	2
2.4. Ethics and Conduct.....	3
2.5. Vendor Personnel.....	3
2.6. Subcontractors	3
2.7. Equipment requirements	4
2.8. Equipment markings	4
2.9. Communications system	4
2.10. Storage facilities.....	4
2.11. Protection of vehicles and property	5
2.12. License plate removal	5
2.13. Owner notification.....	5
2.14. Release of vehicles.....	6
2.15. Recovery of items	6
2.16. Records	6
2.17. Cooperation in actions.....	6
2.18. Insurance requirements.....	7
2.19. Indemnification requirements	7
2.20. Term, suspension, and termination.....	7
3. Procurement Instructions.....	8
3.1. Pre-proposal preparation	8
3.2. Proposal understanding	8
3.3. Communication with City	9
3.4. Pre-proposal meeting.....	9
3.5. Addenda	9
3.6. Submission of proposal	9

3.7.	Form and contents	11
4.	Review and Evaluation Process.....	15
4.1.	City’s evaluation	15
4.2.	Discussion with responsible Bidders	15
4.3.	Contract award.....	15
5.	General Terms and Conditions	16
5.1.	General and legal requirements.....	16
5.2.	Applicable law and venue.....	16
5.3.	Terms and conditions of contract	16
5.4.	Warranties.....	16
6.	Attachments	17
6.1.	Attachment 6.1---Vendor Certification.....	19
6.2.	Attachment 6.2—Certificate of Acceptance.....	20
7.	City Owned Tows	21
7.1.	Proposal Page	22

City of Decatur
Request for Proposals (RFP)
Police Towing Services
2023-2026

1. INTRODUCTORY MATERIAL

1.1. RFP Definitions

- 1.1.1. The City of Decatur will be referred to as the "City."
- 1.1.2. The City Council of the City of Decatur will be referred to as the "City Council."
- 1.1.3. The Chief of Police of the City of Decatur Police Department will be referred to as the "Police Chief."
- 1.1.4. Firms responding to this RFP will be referred to as "Bidders," and firms selected to provide services to the City will be referred to as the "Vendor."

1.2. Statement of Purpose

The City is soliciting proposals from qualified, experienced, and licensed bidders to provide police initiated vehicle towing services . The intent of the RFP is to secure pricing and establish a Term contract for Police towing services in accordance with the specifications, terms, and conditions contained in this RFP.

The purpose of this RFP is to establish a qualified towing service for: the removal and storage of vehicles that are creating a traffic hazard or are abandoned or disabled; for the non-consensual impoundment or removal of vehicles from public streets and other areas within the City; or for any other lawful purpose as directed by the City. The successful Bidder will be responsible for providing professional and quality service in a timely manner at all times. The City does not guarantee a minimum number of tows will occur. Vendor should be aware that the tow service will be used on an "as needed" basis. The only assurance the City makes is that if an owner authority tow does not request a specific towing service, the Vendor will be contacted by the police department.

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

The contract term is anticipated to be for 3 years and, at the City's option, have 2 one-year renewal terms, for a maximum of 5 years.

1.3. RFP Schedule

The following is a tentative schedule of this entire RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process.

Project Schedule	
RFP Published	May 2, 2023
Written Inquiries Due	May 11, 2023
Proposals Due	May 17, 2023
Contract Award	June 5, 2023 Tentative

2. SPECIFICATIONS

2.1. Vendor qualifications

The Bidder must be a business entity licensed or authorized to do business in the State of Illinois. The Bidder must have all necessary licenses and permits required to operate this type of business or agree to obtain the required licenses and permits if selected as a Vendor before performance is due under the contract.

2.2. Response time

- 2.2.1. The Vendor is to arrive at the scene on average within 20 minutes of notice at any time of the day or night with appropriate equipment at the request of the Decatur Police Department and dispatch system, however, not to exceed 30 minutes. The vendor assumes all liability in meeting the response time limit, including any damages resulting from traffic accidents.
- 2.2.2. The following penalties will apply to the Vendor as liquidated damages for failure to respond within the required time frame during each contract year:
 - 2.2.2.1. First and second offense: verbal warning;
 - 2.2.2.2. Third offense: A certified letter of warning;
 - 2.2.2.3. Fourth offense: \$250 fine;
 - 2.2.2.4. Fifth offense: \$350 fine and suspension, at the City's option; and
 - 2.2.2.5. Any further offense: \$500 fine and suspension or termination of contract, at the City's option. The Police Chief may waive the fine or suspension if the Vendor can show that the delay was caused by extenuating circumstances beyond its control.

2.3. Service Call Cancellation

The City reserves the right to cancel a request for services at any time, including up to the time of hook-up, without charge. The Vendor agrees that the mere response to a service call, including arrival at the scene, without other action, does not constitute a service call where charges apply.

2.4. Ethics and Conduct

Vendor agrees to conduct operations under this contract in an orderly, ethical, and businesslike manner. Because this contract is sensitive in nature and requires the Vendor and its personnel to deal with the public on a daily basis, Vendors are required to extend common courtesy such as:

- 2.4.1. to expedite release of vehicles in accordance with the terms of this contract.
- 2.4.2. To assist the vehicle owner in retrieving documents from the vehicle to establish ownership.
- 2.4.3. To allow the owner to remove any unattached personal possessions.
- 2.4.4. To fully and politely explain the reason for the tow and all of the charges levied.
- 2.4.5. To attempt to resolve all disputes in a prompt and polite manner. If a dispute cannot be satisfactorily resolved, the Vendor shall report the dispute to the Police Chief, or their designee, no later than the next business day.

2.5. Vendor Personnel

- 2.5.1. Vendor shall have available sufficient qualified personnel for the operation of equipment and to staff the office facilities as required to perform under the contract.
- 2.5.2. Vendor shall not, without the written consent of the Police Chief, employ any person with respect to the provision of services under this contract who has been convicted of a felony or a crime of moral turpitude.
- 2.5.3. Each wrecker must be operated by a driver who:
 - 2.5.3.1. Possesses all required licenses for the equipment that he or she is operating.
 - 2.5.3.2. Has the physical qualifications necessary to perform the normal tasks required of a tow driver.
 - 2.5.3.3. Wears a uniform with the name of the company.
- 2.5.4. Vendor shall maintain a strict, zero-tolerance policy for all tow drivers while they are on duty for complying with the law and with the requirements of the contract resulting from this RFP.
- 2.5.5. Vendor agrees that the owners of the company or officers of corporation will be held fully responsible, except as otherwise permitted by law, for the acts of Vendor's employees while on duty.

2.6. Subcontractors

- 2.6.1. Any use of subcontractors will be at the City's sole option, and the use of subcontractors must be preceded by receipt of written City approval and is subject to the following conditions:

- 2.6.1.1. Subcontracting may be allowed for recovery and towing only—not for storage operations.
- 2.6.1.2. All towing and recovery vehicles shall be identified only by Vendor's name, address, and phone number. No subcontractor identification is allowed.
- 2.6.1.3. Vendor will be held fully responsible for the subcontractor's performance and insurance coverage.
- 2.6.2. The City reserves the right, at its sole discretion, to withdraw approval of a particular subcontractor or all subcontractors by giving the Vendor written notice.

2.7. Equipment requirements

- 2.7.1. Vendor shall maintain sufficient equipment to fulfill the obligations of this contract, including having at least one wrecker capable of towing commercial vehicles of fully loaded maximum road weight.
- 2.7.2. All equipment must be modern, commercially manufactured, and in good mechanical condition. All equipment must be properly licensed and meet State of Illinois requirements for operation on the highway.
- 2.7.3. Wreckers must be properly equipped with clearance and marker lights and all other equipment as required by Illinois law.
- 2.7.4. Vendor must make each piece of equipment available for inspection at the City's request.

2.8. Equipment markings

- 2.8.1. Vendor agrees to have no marking on any vehicle, buildings, or correspondence that indicates or tends to indicate any official relationship between vendor and City.
- 2.8.2. All wreckers must bear the name, address, and telephone number of Vendor, along with any other information required by law.

2.9. Communications system

- 2.9.1. Vendor must maintain an adequate communications system between Vendor's base station and all wreckers and other service vehicles used in providing services under this contract. Vendor is required, at all times, to have the communication system staffed by competent employees. Additionally, Vendor must maintain adequate communications with the Decatur Police Department and Central IL Regional Dispatch Center.
- 2.9.2. Penalties will apply to the Vendor as liquidated damages for failure to maintain adequate communications in the same manner as outlined in §2.2.2

2.10. Storage facilities

- 2.10.1. Vendor must maintain a storage garage and outside storage facilities that comply with

all provisions of applicable building, zoning, and environmental regulations sufficient to store all vehicles towed by it under this contract until those vehicles are claimed by the owner or otherwise disposed of legally. Vendor shall not store towed vehicles at any location other than the approved storage facility. The City shall have the right to thoroughly inspect the Vendor's establishment, facilities and equipment at any time during business hours.

- 2.10.2. The vendor must have a storage facility located within corporate jurisdiction of the City of Decatur.
- 2.10.3. The storage facility must be fully fenced and secured and have the storage capacity to store a minimum of 250 passenger cars or equivalent.
- 2.10.4. Vendor shall provide security for said approved storage lot in terms of adequate fencing, lighting and security monitoring to safeguard all stored vehicles on a 24 hour, 7 day a week basis.
- 2.10.5. Vendor shall maintain a secured inside storage facility with sufficient heating, lighting, and electrical power to permit thorough processing and investigation of vehicles by Police Officers. All secured storage must be armed with an alarm system that is acceptable to the City.

2.11. Protection of vehicles and property

- 2.11.1. Vendors liability for any vehicle towed and all property contained therein will commence with the time that the wrecker is hooked onto the towed vehicle.
- 2.11.2. Vendor will have its employee, representative, or agent review the Tow Slip jointly with a Police Officer or owner or possessor of the vehicle for each vehicle that Vendor is directed to Tow.

2.12. License plate removal

- 2.12.1. Vendor may not remove license plates from any towed vehicle except when needed to tow the vehicle or upon the direction of the Police Department.
- 2.12.2. Vendor may not charge a fee for removing license plates.

2.13. Owner notification

- 2.13.1. Vendor shall be responsible for notifying the registered owner or agent of the whereabouts of the towed vehicle. Vendor must direct each person seeking the return of his or her vehicle to the location where the vehicle is being held. Vendor may not require any person to travel to more than one location to retrieve his or her vehicle.
- 2.13.2. Vendor must maintain a log at the place of business listing the date, time, and method of notification.
- 2.13.3. Vendor must maintain an electronic system for tracking towed vehicles and allow remote-viewing access for Police Department personnel.

2.14. Release of vehicles

- 2.14.1. Unless there is a hold placed on a vehicle, upon compliance with the requirements of 2.14, Vendor must release vehicles to owners at all times, 24 hours per day, 365 days per year.
- 2.14.2. All vehicles must be released within 30 minutes after the arrival of the vehicle owner or his or her authorized agent during normal business hours. Release time shall not be more than 60 minutes during non-business hours. Normal business hours are defined as 8am- 5pm, except Saturday, Sunday and Federal holidays.
- 2.14.3. The Vendor shall immediately release a vehicle when no hold is placed on the vehicle, and the acknowledged owner or authorized agent of the owner is present and makes a demand for the immediate release of the vehicle or upon authorization from the shift command officer of the Decatur Police Department. The owner of the vehicle is responsible for the immediate payment of authorized tow fee.

2.15. Recovery of items

- 2.15.1. Except as provided in §2.15.3 the owner of any vehicle is entitled to recover from the vehicle, without the payment of any fee any or all of the following:
 - 2.15.1.1. Any food, medicine, or perishable property;
 - 2.15.1.2. Any operator's license or identification card;
 - 2.15.1.3. Any cash, credit card, check, checkbook, or other negotiable instrument;
 - 2.15.1.4. Any school book, homework, or other material required for education; and
 - 2.15.1.5. Any wallet, purse, backpack, briefcase, or other container containing any property under this §2.15.1.
- 2.15.2. The items set forth in §2.15.1 are intended to be an expansion of the list of recoverable items set forth under Section 4-203 of the Illinois Vehicle Code.
- 2.15.3. Vendor may not release any property from vehicles ordered to be held by the City.

- 2.16. **Records** Vendor must keep an electronic record of all City-initiated towing services provided and must provide the Police Department with a monthly report of those services if requested.

2.17. Cooperation in actions

- 2.17.1. Vendor agrees to cooperate in any post-tow hearing and appear if requested by City without requirement of a subpoena or other command to appear at such hearing and without compensation for such appearance conducted by City Code. Vendor agrees to refund all fees paid by a vehicle owner upon a determination that the vehicle was improperly towed. If a vehicle was involuntarily towed at the direction of the City, and the hearing

officer determines that the City did not have authority to direct the Vendor to tow the vehicle, then the City shall reimburse Vendor for the amount of the fee refunded to the vehicle owner.

2.17.2. Vendor agrees to cooperate in any impoundment hearing under City Code. If an impoundment is found to be improper by the administrative hearing officer or if the Police Chief or his designee determines that the impoundment of the vehicle was not in accordance with the City ordinance, then Vendor may not charge any storage fee for any period before 24 hours after the owner has been notified of the determination of the hearing officer or Police Chief. Vendor agrees to cooperate in any post-tow hearing and appear if requested by City without requirement of a subpoena or other command to appear at such hearing and without compensation for such appearance conducted by City Code.

2.18. Insurance requirements.

2.18.1 See Terms and Conditions- 048 Certificate of Insurance

2.19. Indemnification requirements

2.19.1. To the fullest extent allowed by law, Vendor agrees to indemnify and defend the City and its officers, employees, agents, and assigns from and against all liabilities, losses, damages, penalties, claims, actions, suits costs, charges, subrogation, and expenses including reasonable legal and other professional fees and expenses and expert witnesses, that may be imposed upon or incurred by or asserted against the City and that arise out of any or all of the work or services performed under this contract by Vendor, subcontractors, vendors, agents, or employees.

2.19.2. The Vendor shall pay all claims, losses, liens, settlements, or judgments of any nature whatsoever in connection with the indemnifications and defenses required under this §2.19, including, without limitation, reasonable attorneys' fees and costs.

2.19.3. The City reserves the right to select its own legal counsel to conduct any defense in any such proceeding, and all costs associated therewith will be the responsibility of the Vendor.

2.19.4. Nothing in this §2.19 is intended and will not be construed to waive of the City's rights or immunities under common law or statute.

2.20. Term, suspension, and termination

2.20.1. The term of the contract will begin tentatively on June 5, 2023, and will continue through June 4, 2026. At the end of 3 years, the City has the option to renew the contract for two 1-year terms, for a 5-year maximum contract.

- 2.20.2. If, at any time during the term of the contract, including any option term, the Vendor is in violation of any term or condition of the contract, the City may suspend the contract until the violation is resolved to the City's satisfaction. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City may terminate the contract for cause under §2.20.3.
- 2.20.3. If the Vendor is in default in any of the terms, obligations, restriction, or conditions of the contract, the City may give written notice by US mail to the Vendor of the default and that the default must be corrected within 10 calendar days after the date of the notice. If the default is not remedied to the City's satisfaction, the City will have all legal remedies available to it, including without limitation, termination of the contract, in which case the Vendor will be liable for all procurement and re-procurement costs and all damages permitted by law arising from the default and breach of the contract.
- 2.20.4. Upon 7 calendar days written notice delivered by US mail to the Vendor, the City may, without cause and without prejudice to any other right or remedy, terminate the contract or any service provided under the contract for the City's convenience where the City determines that the termination is in the City's best interests. If the City terminates the contract without cause, the notice of termination must state the contract is being terminated for the convenience of the City under the termination clause. Upon receipt of the notice of termination for convenience, the Vendor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the Services.

3. PROCUREMENT INSTRUCTIONS

3.1. Pre-proposal preparation

- 3.1.1. Before submitting proposals, Bidders may visit the City to become fully acquainted with existing conditions, land use and building regulations, facilities, difficulties and restrictions that may exist and that may affect the performance of the services required under the contract.
- 3.1.2. Bidders may request of the City, in writing, prior to the submission of their proposal clarification or interpretation of the RFP Documents. If, in the City's opinion, that clarification or interpretation requires a change in the RFP Documents, the City will issue an Addendum. Each Bidder shall acknowledge the receipt of any and all Addenda in its Proposal. The City will not be bound by and Bidders may not rely on any oral interpretation or clarification of the RFP Documents.
- 3.1.3. Each proposal submitted by a Bidder must be executed by the Bidder by and through its authorized officer. In addition, each Bidder must identify those persons authorized

to negotiate on its behalf with the City in connection with the RFP.

3.2. Proposal understanding

- 3.2.1. Bidders are solely responsible for examining the RFP Documents, including any Addenda issued during the proposal period, and for informing themselves with respect to any and all conditions that may, in any way, affect their proposals or the performance of their Services in the event the Bidder is selected as the Vendor.
- 3.2.2. By submitting its proposal, each Bidder agrees and assures that the RFP terms and conditions and the Contract provisions are adequate and acceptable, and each Bidder accepts the terms and condition in the Contract Documents and indicates their ability to perform the service under those terms and conditions by the submission of its proposal. Any exceptions should be noted in the Bidder's proposal.

3.3. Communication with City

- 3.3.1. If a Bidder finds a discrepancy or omission in the RFP Documents, or is in doubt as to the meaning of any requirement or term, then the Bidder must notify the City on or before the proposal due date. The failure of the Bidder to request clarification prior to submitting the bid waives the Bidder's right to claim any ambiguity or discrepancy in the documents.
- 3.3.2. All inquiries will be addressed through an addendum. No discussions or answers other than through an addendum are binding on the City.

3.4. Pre-proposal meeting

There will not be a pre-proposal meeting unless the City determines one is necessary. If the City determines a pre-proposal meeting is necessary, notice will be made to known potential Vendors and on the City's website.

3.5. Addenda

- 3.5.1. The City will make all addenda available at the same location where the RFP Documents may be obtained. The City will notify known Bidders of record when addenda are available. Bidders are responsible for obtaining addenda after notification.
- 3.5.2. No addenda will be issued later than 48 hours before the time for opening proposals on the Bid Date, except addenda with minor clarifications, withdrawing the RFP, or postponing the date for opening proposals.
- 3.5.3. Bidders who submit a proposal are presumed to have received all addenda and to have included any cost thereof in their bids, regardless of whether they acknowledge the addenda.

3.6. Submission of proposal

- 3.6.1. Bidder must submit two paper copies of the proposal in the form set forth under §3.7 along with a single CD or flash drive containing the proposal in Adobe PDF format. All copies and the CD or flash drive must be plainly marked by the Bidder with the

Bidder's name, date, and the title of this RFP.

3.6.2. Sealed proposals must be received on or before May 17, 2023, by 10:00 a.m. Central Standard time at the City of Decatur Purchasing Office, #1 Gary K Anderson Plaza, Decatur, IL 6252. Purchasing Office hours are 8:00am to 5:00pm, Monday through Friday, except City holidays. Late proposals will not be opened and may be returned to the Bidder at its request and expense. A Bidder is solely responsible for ensuring the proposal is received on or before the deadline.

3.6.3. All required proposal documents must be enclosed in an opaque envelope sealed and clearly labeled with:

3.6.3.1. Name, Address and Phone Number of the Bidder.

3.6.3.2. RFP Title as stated in the Call for Proposals.

3.6.3.3. Proposal Opening Date and Time as stated in the Call for Proposals.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Decatur, c/o Purchasing Office, #1 Gary K Anderson Plaza, Decatur, IL 62523. The exterior envelope must also contain the Bid Title and Bid opening date and time.

Verbal, facsimile, or electronic Bids are invalid and will not be considered.

3.6.4. All proposals that are not submitted in the required format or are missing required forms will be subject to rejection.

3.6.5. The complete RFP and applicable forms are available on the City's website (www.decaturl.gov).

3.6.6. The City is not responsible for any expenses that the Bidder may incur in preparing and submitting proposals for this RFP.

3.6.7. All proposals submitted are binding for 150 calendar days after opening.

3.6.8. All proposals received in response to this RFP will become the property of the City and will not be returned to the Bidders. In the event of a contract award, all documentation produced as part of the contract will become the exclusive property of the City.

3.6.9. Proposals may be subject to the Illinois Freedom of Information Act.

It is the Bidder's responsibility to clearly identify information in its proposal that it considers to be confidential under the Freedom of Information Act. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. The City will not, in any way, be liable or responsible for the disclosure of any such records, including those so marked, if the City, in its sole discretion, deems that disclosure is required by law.

All information in the proposal will be subject to disclosure unless an exemption applies under the Freedom of Information Act.

- 3.6.10. In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified in §3.7. Any deviations from the Specifications under §2 must be explained in detail; otherwise, it will be considered that the proposal is in strict compliance with the requirements of this RFP, and the successful Bidder will be held responsible for meeting those requirements. Any exceptions or clarifications to any section of the specifications must be clearly indicated on a separate sheet attached to the proposal form and must specifically refer to the appropriate specification and page.

3.7. Form and contents

3.7.1. Cover page:

Show the name of Bidder's firm, address, telephone number, name of contact person, date, and the title of this RFP.

3.7.2. Tab 1—Table of contents:

Include a clear identification of the material by section and page number.

3.7.3. Tab 2—Transmittal letter:

3.7.3.1. Limit to two pages.

3.7.3.2. Briefly state the Bidders understanding of the work to be done and make a positive commitment to perform the work.

3.7.3.3. Give the name of the authorized officer under §3.1.3.

3.7.3.4. Provide an official signature of a Corporate Officer, certifying the contents of the Bidder's responses to the Town's RFP.

3.7.4. Tab 3—General Information:

3.7.4.1. Name of business

3.7.4.2. Mailing Address and Phone Number

3.7.4.3. Names and contact information of persons to be contacted for information or services, if different than the authorized officer under §3.1.3.

3.7.4.4. Normal business hours.

3.7.4.5. State whether business is local, statewide, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.7.4.6. Give the date that the business was organized and/or incorporated, and where.

3.7.4.7. Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

- 3.7.4.8. Indicate whether the business is a parent or subsidiary in a group of firm/agencies. If Bidder is a subsidiary, then state the name of the parent company.
- 3.7.4.9. State whether the business is licensed and permitted to do business in the State of Illinois, County of Macon, and City of Decatur. Attach copies of all licenses issued to the business entity.
- 3.7.5. Tab 4—Service Approach:
 - 3.7.5.1. Describe in detail your proposal to fulfill the requirements of the Specifications.
 - 3.7.5.2. Ensure that the proposal fully addresses all requirements of the Specifications and other requirements set forth in this RFP.
- 3.7.6. Tab 5—Equipment List:
 - 3.7.6.1. List each piece of major equipment or vehicle that will be used to provide the services by make, model, size, weight, and capacity.
 - 3.7.6.2. Provide a description of each storage facility that will be used to provide the services, its location, storage capacity available, and whether the Bidder owns or leases the facility.
- 3.7.7. Tab 6—Personnel List
 - 3.7.7.1. Provide a list of all personnel, to the extent reasonably known, who will provide services.
 - 3.7.7.2. Identify all subcontractors, if any, that the Bidder will use in providing the service.
- 3.7.8. Tab 7—Price Sheet

1. Rates related to privately-owned vehicles.

A. Towing:

Vehicles with a GVW of 10,000 lbs or less to Storage Facility not associated with impoundment	\$ _____
Vehicles with a GVW of 10,000 lbs or less to Storage Facility associated with impoundment	\$ _____
Vehicles with a GVW of more than 10,000 lbs to Storage Facility not associated with impoundment	\$ _____
Vehicles with a GVW of more than 10,000 lbs to Storage Facility associated with impoundment	\$ _____
Winching Charge	\$ _____

Use of Dollies or GoJacks when required	\$_____
Per mile rate for vehicles towed at owners request to a place other than Bidders place of business	\$_____
Up-righting overturned vehicles	\$_____
Flatbed transport (if in addition to towing fee)	\$_____
Disconnection of driveshaft	\$_____
Recovery fee (applies where vehicle is up to 75' off of the roadway and cannot be driven from scene)	\$_____
Recovery fee/rotary crane (applies where crane is uses to hoist vehicle out of difficult locations where a truck would not work)	\$_____

B. Other Services:

Road Services (eg, jump start, lockout, tire change)	\$_____
Fuel Delivery	\$_____
Clean-up fee to vehicle owners involved in traffic crash	\$_____
a. Crash Wrap (plastic covering over broken windows)	\$_____
b. Oil Dry	\$_____
Relocation services for special requests during parades and special events	\$_____

C. Storage

Indoor storage per day, after 24 hours paid by the owner for vehicles ordered held by Police Department	\$_____
Late release fee (List business hours and the times and days of the week a late release fee applies including holidays)	\$_____
Any additional processing fees for vehicles not claimed within a certain time range. (ie. 5, 10 days)	\$_____

2. Rates related to City-owned vehicles

A. Vehicles 10,000 lbs or less

Towing within City	\$_____
Mileage rate outside of City	\$_____

Service calls (eg, lockouts, jumpstarts, tire change) \$ _____

B. Vehicles over 10,000 lbs

Towing within City \$ _____

Mileage rate outside of City \$ _____

Service calls \$ _____

3. Other Services

Please provide, as applicable, prices for any other service indicated to be provided in the RFP response but not included in this list.

Service:	Price:
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

(Add additional items as necessary)

3.7.9. Tab 8—Experience and Qualifications

3.7.9.1. Specify the number of years that the Bidder has been in business.

3.7.9.2. Identify the Bidders qualifications to perform the Services.

3.7.9.3. Provide a minimum of three references with all contact information, including a telephone number and email address.

3.7.10. Tab 9—Vendor Certificate

Provide an executed copy of the Vendor Certificate attached to this RFP (Attachment 6.1).

3.7.11. Tab 10—Certificate of Acceptance

Provide an executed copy of the Certificate of Acceptance attached to the RFP (Attachment 6.2).

3.7.12. Tab 11—Addenda

Attach any addenda issued that, by its terms, is required to be attached to the Proposal.

4. REVIEW AND EVALUATION PROCESS

4.1. City's evaluation

- 4.1.1. The City reserves the right and may exercise any or all of the following rights and options with respect to the selection process:
 - 4.1.1.1. To reject any and all proposals and reissue the RFP at any time prior to the execution of a final contract if, the City chose to change any part of the RFP.
 - 4.1.1.2. To supplement, amend, substitute, or otherwise modify this RFP at any time prior to the selection of a Vendor for negotiation and to cancel this RFP without issuing another RFP.
 - 4.1.1.3. To accept or reject any or all items in any proposal and award a contract in whole or in part if it is deemed in the City's best interest to do so.
 - 4.1.1.4. To reject, as nonresponsive, any proposal that is incomplete, is not in conformity with applicable law, is conditional, or that deviates from the mandated requirements of the RFP.
 - 4.1.1.5. To waive any defect, non-responsiveness, or deviation from this RFP that is not material to the proposal.
- 4.1.2. The City will evaluate submitted proposals based on their responsiveness to the terms, conditions, and time frames set forth in the RFP. The successful Vendor will be chosen based on the City's determination that the proposal can provide the best professional, safe, prompt, affordable, and thorough towing services to the City and its citizens.
- 4.1.3. All determinations or decisions under this Section are in the City's sole discretion to make.

4.2. Discussion with responsible Bidders.

- 4.2.1. The City may conduct discussions with responsible Bidders who submit proposals determined to be reasonably acceptable of being selected for award for the purpose of clarifications and to assure full understanding of, and responsiveness to, the requirements of the RFP.
- 4.2.2. In conducting discussions, the City will not disclose any information derived from proposals submitted by competing Bidders, except as otherwise required by law.

4.3. Contract award

- 4.3.1. The City reserves the right to award the contract to a vendor other than the Bidder presenting the lowest price. The contract resulting from this RFP will be awarded to the qualified responsible and responsive Bidder whose proposal the City, in its sole discretion, believes will be the most advantageous to the City.

- 4.3.2. The bid award will be made by the City Council, and the decision of the Council will be final.

5. GENERAL TERMS AND CONDITIONS

5.1. General and legal requirements.

The Vendor shall comply with all federal, State, County, and local laws, ordinances, rules, and regulations that affect the Vendor's performance under this contract. Lack of knowledge of a Bidder or Vendor of those laws, ordinances, rules, or regulations will not constitute a cause for relief from responsibility.

5.2. Applicable law and venue

- 5.2.1. This RFP, responses from Bidders, and all contracts resulting from this RFP will be governed by the laws of the State of Illinois. All contracts resulting from this RFP will be construed without the aid of any rule of law requiring or permitting construction against the drafter of the contract.
- 5.2.2. Any litigation filed concerning this RFP or any action, response, or contracts resulting from this RFP must be filed in the Circuit Court of Macon County, Illinois.

5.3. Terms and conditions of contract

- 5.3.1. All sections of the City's specifications and all supplementary documents are essential parts of the City's contract, and requirements occurring in one area will be deemed as though occurring in all.
- 5.3.2. This RFP and the Vendor's response to the RFP will be deemed to be an integral part of the final negotiated contract.

5.4. Warranties

- 5.4.1. Bidder warrants to the City that the consummation of the Services set forth in this RFP will not result in the breach of any term or provision of, or constitute a default under, any indenture, mortgage, or contract to which the Bidder is a party.
- 5.4.2. Bidder warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration, or other legal or administrative proceedings or investigations of any kind that would have an adverse effect on its ability to perform its obligations under this contract.
- 5.4.3. Bidder warrants to the City that, if selected as Vendor, it will comply with all applicable federal, state, and local laws, rules, regulations, and orders in carrying out its obligations under this contract.

- 5.4.4. All warranties made by the Bidder shall run to the City and the successors and assigns of the City.

6. ATTACHMENTS

6.1. Attachment 6.1—Vendor Certification

6.2. Attachment 6.2—Certificate of Acceptance

ATTACHMENT 6.1

Vendor Certification

Police Towing Services

The undersigned, on behalf of Vendor, certifies that the following representations are true and correct and further agrees, as a condition of doing business with the City of Decatur, to require all of Vendor's subcontractors and sub-subcontractors to certify that the following representations are true and correct:

1. No City of Decatur officer or employee has any interest in the proceeds of this contract.
2. The Vendor has not committed bribery or attempted bribery of an officer or employee of any governmental body—whether on the federal, state, or local level.
3. The Vendor has not been barred from conducting business with any governmental unit—whether federal, state, or local.
4. Neither the Vendor's business entity nor any of its officers, directors, partners, or other managerial agents have been convicted of a felony under the Sarbanes-Oxley Act of 2002 or under any state or federal securities laws.
5. The Vendor has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E- 3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. The Vendor certifies that it is not delinquent in the payment of any debt or tax due to the State of Illinois or to the City of Decatur.
7. The Vendor will maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three years from the later of the date of final payment under the contract or completion of the contract.
8. The Vendor is an "Equal Opportunity Employer," as defined by Title VII of the Civil Rights Act of 1964 and all applicable federal regulations and executive orders.
9. The Vendor is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/).

The Vendor hereby agrees to defend, indemnify and hold harmless the City of Decatur its officers, employees, and agents from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Dated _____, 20____.

Signature

ATTACHMENT 6.2

Certificate of Acceptance

Police Towing Services

The undersigned, on behalf of _____ (Bidder), hereby submits this proposal in response to the Request for Proposals for Police Towing Services. We, the undersigned, hereby declare that we have carefully read and examined the RFP documents and hereby propose to perform and complete the Services as set forth in the RFP and resulting contract.

The undersigned has examined and become familiar with all of the conditions affecting the contract and the detailed requirement of performance and understands that, in making this proposal, the Bidder waives all right to plead any misunderstanding regarding the same.

The undersigned agrees to the Services in accordance with the terms and conditions at the costs indicated in its proposal if the proposal is accepted within 150 calendar days after opening.

The undersigned has reviewed the terms and conditions set forth in the RFP Documents and agrees to accept all terms and conditions of the City's agreement unless otherwise noted in the undersigned proposal.

If recommended for contract award, the undersigned agrees to execute the contract within 10 calendar days following notification that the proposal has been approved and that the Bidder has been awarded the contract.

The undersigned represents that _____ (Bidder) is in good standing in the State of Illinois and has all necessary licenses, permits, certifications, approvals, and authorizations in order to perform all of its obligations in connection with its proposal and resulting contract.

BY: _____

(Signature)

DATE: _____

(Title)

If a corporation, affix seal

ATTEST: _____

7. CITY OWNED TOWS

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

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

BONDING

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

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

PAYMENT

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

CALL FREQUENCY

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

The call frequency will average approximately one per week.

EMERGENCY ROAD SERVICE

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

DAMAGES

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

7.1. Proposal Page

TO: Chief Procurement Officer , City of Decatur

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

WE ARE PROPOSING:

	<u>Bid Per Tow</u>		<u>Estimated Tows per Yr.</u>		<u>Extension</u>
A. Police Department Authority	\$ _____	x	2000	=	\$ _____
					Subtotal A

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

B. City Owned	\$ _____	x	100	=	\$ _____
					Subtotal B

C. Storage Bay	\$ _____	x	20 (estimated no. of days)	=	\$ _____
					Subtotal C

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

TERMS & CONDITIONS

001 GENERAL INFORMATION

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

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

For information concerning this bid please contact:

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

002 BID FORMS

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

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

003 BID IDENTIFICATION

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

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

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

004 BID SIGNATURE

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

005 BID SUBMISSION

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

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

006 F.O.B. POINT

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

007 DELIVERY

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

008 FREEDOM OF INFORMATION ACT

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

009 DURATION OF AGREEMENT

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

010 PROTECTION AGAINST PRICE INCREASE

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

011 QUANTITIES

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

012 VARIATIONS

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

013 BID CONTACT

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

014 QUALIFICATIONS OF BIDDER

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

015 WARRANTY

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

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

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

016 NON-COLLUSION

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

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is in 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".

042 LICENSES & PERMITS

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

048 CERTIFICATE OF INSURANCE

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

WORKERS COMPENSATION and EMPLOYERS LIABILITY:

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

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

COMMERCIAL GENERAL LIABILITY

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

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

COMMERCIAL AUTOMOBILE LIABILITY:

Bodily Injury & Property Damage, Combined Single Limit	\$1,000,000
---	-------------

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.

BID SIGNATURE PAGE

If a Corporation

Corporate Name _____

By Registered Agent: _____

Business Address: _____

Signature (please sign in ink)

Print Name

Street

City

State

Zip

Area Code

Telephone Number

Name of Officers:

President

Address

Vice President

Address

Secretary

Address

Treasurer

Address

Sole Proprietor

Firm Name _____

Signature of Bidder: _____

Business Address: _____

Signature (please sign in ink)

Print Name

Street

City

State

Zip

Area Code

Telephone Number

If a Partnership

Firm Name _____

By: _____

Business Address: _____

Signature (please sign in ink)

Print Name

Street

City

State

Zip

Area Code

Telephone Number

Name of all
Members of Firm

Name

Address

Name

Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
) SS.
COUNTY OF _____)

_____, BEING FIRST DULY
SWORN, says that:

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

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

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

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

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

Title

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

Notary Public
Title

My Commission expires _____.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Effective February 9, 1981)

City Clerk

DATE: 6/15/2023

MEMO:

TO: Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Supporting Temporary Closure of a Portion of Lost Bridge Road, a Macon County Roadway for 217 Wiffle Ball Classic

ATTACHMENTS:

Description	Type
Resolution Supporting Temporary Closure of a Portion of Lost Bridge Road, a Macon County Roadway for 217 Wiffle Ball Classic	Resolution Letter
ALZ Letter	Backup Material
County Letter	Backup Material
ALZ Map	Backup Material

RESOLUTION NO. R2023 _____

**RESOLUTION SUPPORTING TEMPORARY CLOSURE OF
A PORTION OF LOST BRIDGE ROAD, A MACON COUNTY
ROADWAY FOR 217 WIFFLE BALL CLASSIC**

WHEREAS, the 217 Wiffle Ball Classic (“Classic”), is an annual event organized by residents of the City of Decatur for charitable purposes; and,

WHEREAS, the 8th Annual Wiffle Ball Classic is scheduled to be held on August 1, 2023 – August 6, 2023 at a residence located at 2910 Lewallen Place, Decatur, IL (“Property”) ; and,

WHEREAS, the Property is adjacent to Lost Bridge Road, a roadway under the jurisdiction and control of Macon County, Illinois; and,

WHEREAS, Lost Bridge Road is utilized by patrons and visitors of the Classic; and,

WHEREAS, the organizers of the Classic believe that Lost Bridge Road should be temporarily closed during the Classic.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Decatur, Illinois, that it recommends to the County of Macon, Illinois, temporarily close Lost Bridge Road at locations and in a manner it deems necessary and appropriate for the efficient and safe travel of vehicular traffic during the Classic event.

NOW IT FURTHER RESOLVED, that if Lost Bridge Road is temporarily closed during the Classic event by the county of Macon, Illinois, the City of Decatur will assist in rerouting vehicular traffic from Lost Bridge Road on City roadways, in accordance with event agreements between the City of Decatur, the County of Macon and the 217 Wiffle Ball Classic.

PRESENTED AND ADOPTED this 20th day of June, 2023.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

217 WB Classic, Inc.
2910 Lewallen
Decatur, IL 62521
217-413-1036

June 13, 2020

Mr. Scot Wrighton
City Council Members
City of Decatur
One Gary K. Anderson Plaza
Decatur, IL 6523

Dear Mr. Wrighton and City Council Members:

As many of you may already know, the 217 WB Classic, Inc is a non-profit organization that was created to raise money and awareness for Alzheimer's and other forms of Dementia. Many of our family and friends have suffered from these terrible diseases in some form. As we've grown, so has our mission. Along with our annual donations and sponsorships to the Alzheimer's Association and their walks, we have also started donating money to several local families who have suffered from other forms of tragedy. For example, Shoni Anderson, a local Mt. Zion girl who was diagnosed with leukemia at 5 years old. As an organization, we made several contributions to the family and hosted a benefit tournament at our Sliderz fields on her behalf. Our main event that we host to bring awareness and raise money is our annual 217 ALZ Backyard Wiffle Ball Classic. We are going into our 8th year this August and can't wait to raise more money for local families and the Alzheimer's Association. In our 7 years we have donated roughly \$250,000 to the Alzheimer's Association and local families.

On behalf of the 217 WB Classic, Inc, I would like to formally request a conditional road closure for our event August 1st – August 6th. Our event takes place from 6pm – 10pm on Tuesday the 1st and Wednesday the 2nd and from 9am – 10pm Thursday the 3rd through Sunday the 6th. We propose that the city and the county, grant these temporary detours with the following conditions: 1) that WB Classic volunteers staff barricades at Baltimore/Lost Bridge; at Lost Bridge/Fitzgerald at Greenlake/34th whenever the detours are in effect to help motorist navigate the detour and to grant entrance to local residents, first responders, and those going to the tournament, and 2) train volunteers to know and execute their responsibilities fully; and 3) appoint a volunteer to respond to complaints from local and effected residents and find solutions for their problems. We feel that in the past we have taken all measures to ensure the safety of our patrons, including a manned cross walk, "Event Ahead" signage, and even the digital speed sensor from the DPD. Even with the precautionary measures we've attempted, we feel the safety of the patrons could be enhanced with this temporary closure request.

On the attached map we have illustrated the proposed detour. Traffic would take Baltimore to Fitzgerald from the East and vice versa from the West, with the exception of local traffic and emergency vehicles. Again, all of the gates will be manned for the entirety of the closures and will be equipped with radios/phones to communicate any necessary updates. We would open the gates back up to all traffic over night. Manning the gates will also allow residents of the area to be allowed to get to and from their homes conveniently.

You will also see on the map the measures WB Classic is taking to manage parking. We have directed overflow parking to Sportsman Park in previous years and would like to make that safer as well. Instead of walking down a very busy Lost Bridge Road, the road closure will make that much safer route. We also try to avoid having cars parked alongside the neighborhood streets to avoid congestion for the neighbors and limit any littering or other inconveniences to the neighbors. Every year we deliver letters to the neighborhood informing them of our dates and invite them to come see what we are all about. I'm sure some of you have received complaints in the past during our events, but we try to be as accommodating as we can be to the neighborhoods that surround our event. Without their support none of this would happen, so we are gracious that they have allowed us to grow.

We have grown the tournament to its max capacity. We have reached our maximum number of teams that we can possibly fit into our current format so there will be no more days or times added to the event. We do not sell or serve alcohol, nor will we ever. We carry all necessary permits and licenses that we need to fulfill our obligations when it comes to raffles and food sales. We are inspected by the health department prior to the tournament to ensure all proper food safety measures are in place and utilize local businesses, such as the FourNine and Sliderz, to ensure there is always someone around with the proper food handlers licensing needed as well.

Our organization and its members have all pledged their time and money into giving back to our community and raising awareness for this awful disease. We know the sacrifices the neighbors are already making to allow us the opportunity to fulfill our mission and don't want to make things any worse for them. However, the safety of those same neighbors and our patrons is our highest concern going into this year's event. Please consider our proposal; and we appreciate your support.

Representatives from WB Classic, Inc. will be in attendance at the City Council's June 20th meeting to answer any questions there may be.

Warm Regards,

A handwritten signature in cursive script that reads "Rusty Johnson".

Rusty Johnson
Treasurer
217 WB Classic, Inc.

www.217wbclassic.org-217wbclassic@gmail.com



County of Macon

Macon County Board

141 S. Main, Rm 501, Decatur, IL 62523 Ph(217)424-1472 Fax (217) 424-1459

June 14, 2023

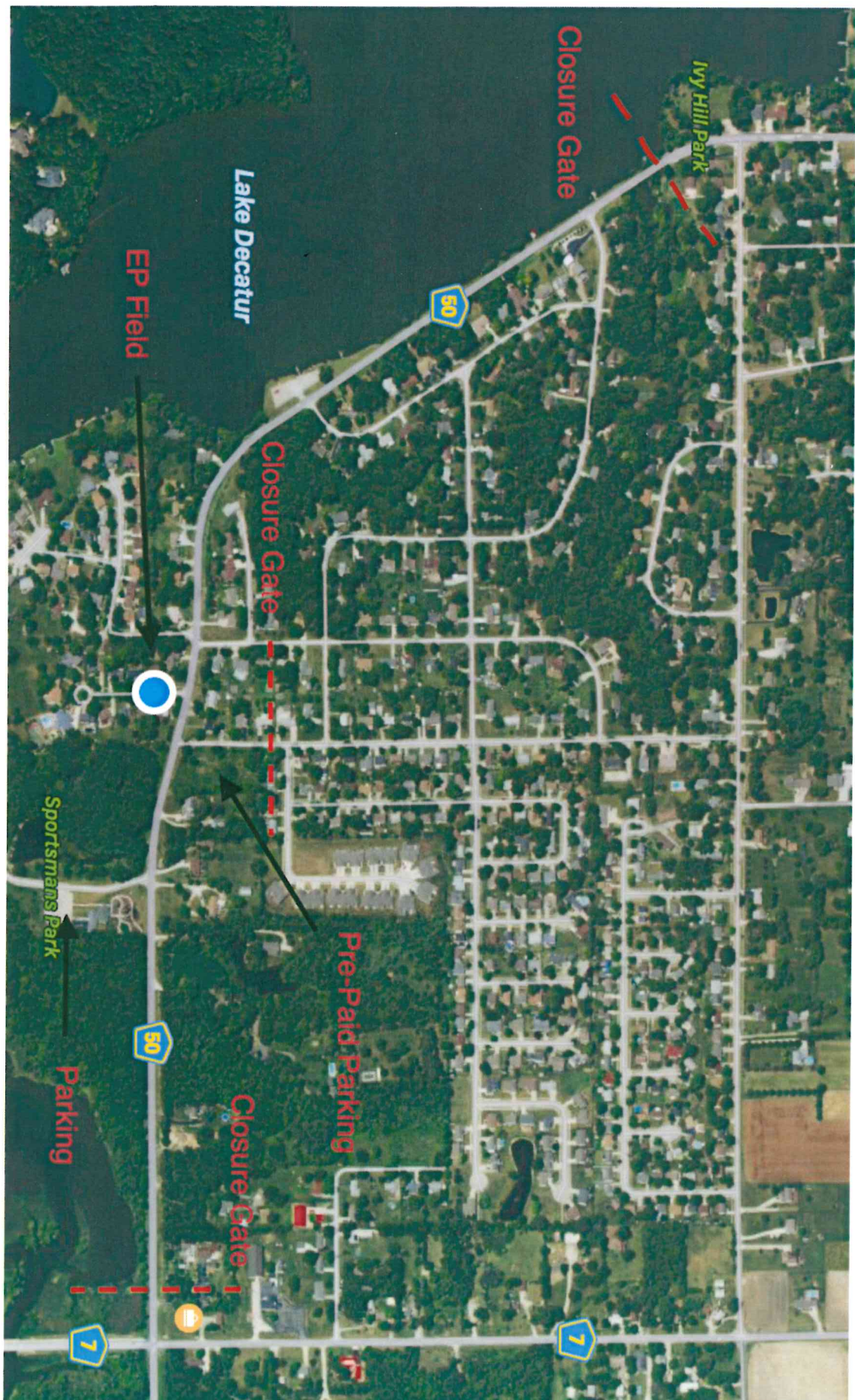
City of Decatur

To Whom It May Concern,

The County of Macon gives the City of Decatur jurisdiction on Lost Bridge Road between Baltimore and Lake Decatur to do what is necessary to help with the whiffle ball tournament fundraiser for Alzheimer.

Sincerely,

Kevin Greenfield
Macon County Board Chairman



Public Works

DATE: 6/12/2023

MEMO: 2023-62

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution to Appropriate Motor Fuel Tax Funds for the William Street At-Grade Crossing Closure with the Decatur & Eastern Illinois Railroad by Municipality Under the Illinois Highway Code, City Project 2022-37, Section No. 22-00237-00-IC.

SUMMARY RECOMMENDATION: It is recommended that the MFT resolution be approved. MFT monies will be used to cash-flow this project, but they will be reimbursed to the city in accordance with the agreement recently approved between the city and the ICC.

ATTACHMENTS:

Description	Type
Resolution to Appropriate Motor Fuel Tax Funds for the William Street At-Grade Crossing Closure with the Decatur & Eastern Illinois Railroad by Municipality Under the Illinois Highway Code, City Project 2022-37, Section No. 22-00237-00-IC	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS
FOR THE WILLIAM STREET AT-GRADE CROSSING CLOSURE WITH THE
DECATUR & EASTERN ILLINOIS RAILROAD BY MUNICIPALITY UNDER THE
ILLINOIS HIGHWAY CODE
CITY PROJECT 2022-37
SECTION NO. 22-00237-00-IC**

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

Section 1. That there is hereby appropriated the sum of \$200,000.00 of State Motor Fuel Tax funds for the purpose of resurfacing streets and highways under the applicable provisions of the Illinois Highway Code.

Section 2. That only those streets, highways; and operations as listed and described as part of the City's William Street at Grade Crossing Closure Project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 22-00237-00-IC.

Section 3. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 4. That the Clerk shall immediately transmit four original certified copies of BLR 09110 forms, attached hereto as Exhibit A and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED AND ADOPTED this 20th day of June 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

22-00237-00-IC

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Decatur

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
William St at Decatur and Eastern IL RR	0.05			

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

At grade crossing removal of pavement, curb and sidewalk at the intersection of William Street with the railroad tracks.

2. That there is hereby appropriated the sum of Two Hundred Thousand Dollars and 00/100

\$200,000.00 Dollars (\$200,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim Althoff

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Decatur

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

of Decatur

at a meeting held on June 20, 2023

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20 day of June, 2023

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date
Department of Transportation

--

Public Works

DATE: 6/12/2023

MEMO: 2023-62

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

**Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality under the Illinois Highway Code
City Projects 2023-08, Asphalt.**

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolutions authorizing the Mayor to sign and the City Clerk to attest to the following:

1. Appropriating \$1,300,000 in State Motor Fuel Tax (MFT) funds for the proposed 2023 Street Restoration project, City Project 2023-08, Asphalt; and
2. Appropriating \$200,000 in State MFT funds for the proposed William Street Railroad Crossing Closure project, City Project 2022-37.

BACKGROUND:

State Motor Fuel Taxes (MFT) are levied and collected by the State of Illinois; funds are allocated to local agencies and are administered by the Illinois Department of Transportation (IDOT). The City is required to adopt a resolution specifying the allocation of State MFT funds to their intended projects. IDOT must receive an MFT appropriation before they will approve the expenditure of State MFT funds.

The City typically inspects half of the City streets each year and uses the results of those inspections to develop a 5-year plan of proposed pavement projects. The proposed 5-year capital improvement plan map is attached to this memo. As in past years, the map includes both State and Local MFT work along with State and County projects planned for this year. The Engineering Division is currently transitioning to a new annual inspection method and pavement management software, which will may show greater changes in the streets projected out 3 years and beyond.

2023 Street Restoration Project, CP 2023-08

The first resolution appropriates \$1,300,000 in State MFT funds for asphalt street work for the proposed 2023 Street Restoration project. City Project 2023-08. The Street Restoration project is part of the annual

maintenance program that generally consists of milling off a portion of an existing asphalt street surface and placing new asphalt that restores the integrity of the street surface. The 2023-08 project will perform mill and overlay work on multiple streets and cold in-place recycling of North Taylor Avenue. Cold In-Place Recycling consists of cold milling and pulverizing the existing road; then mixing in emulsified asphalt, water, and additives with the recycled material; and spreading and compacting the mixture which then receives a new asphalt surface.

The proposed streets for the 2023 asphalt rehabilitation project are as follows (see attached location map):

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length (FT)</u>	<u>Length (Lane Miles)</u>	<u>Average Daily Traffic (ADT)</u>	<u>Functional Classification</u>	<u>Designed Treatment</u>
FRANKLIN ST	8TH DR	FRANKLIN FRONTAGE	3,626	2.75	9,450	Minor Arterial	Mill & Overlay Class B Patch
AIRPORT PLAZA DR	MARYLAND ST	US RT 36	669	0.25	3,300	Local Street	Mill & Overlay
MARYLAND ST	AIRPORT PLAZA DR	MOUNT ZION RD	1,159	0.66	4,950	Major Collector	Mill & Overlay Class D Patch
TAYLOR AVE	IL RT 121	MOUND RD	3,646	1.38	2,000	Major Collector	Cold in Place Recycle
BOYD RD	@ IL RT 48		34	-	4,500	Minor Collector	Mill & Overlay Patch
MAIN ST	@ FAIRVIEW AVE		237	-	6,850	Minor Arterial	Partial Depth Median Rem. & Overlay Patch
Total			9,371	5.04			

2023 Local MFT Street Improvement Project, CP 2023-25

Although not part of the resolution, we also project to spend approximately \$1,100,000 in Local MFT funds for asphalt street work for the proposed 2023 Local MFT Street Improvement project, City Project 2023-25.

The proposed locations for the Local MFT funded work are as follows (see attached location map):

			<u>Length</u>	<u>Length</u>	<u>Average</u>		
					<u>Daily</u>	<u>Functional</u>	<u>Designed</u>

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length (FT)</u>	<u>(Lane Miles)</u>	<u>Daily Traffic (ADT)</u>	<u>Functional Classification</u>	<u>Designed Treatment</u>
GARFIELD AVE	22ND ST	27TH ST	2,725	2.06	7,100	Minor Arterial	Mill & Overlay
27TH ST	GARFIELD AVE	KILE ST	4,694	1.78	3,700	Major Collector	Mill & Overlay & Agg Shldr
FARIES PARKWAY (CITY)	NS RR	CITY LIMIT	1,783	0.68	3,850	Major Collector	Mill & Overlay & Agg Shldr
FARIES PARKWAY (PARK DISTRICT)	CITY LIMIT	.06 MI N CITY LIMIT	350	0.13	3,850	Major Collector	Mill & Overlay & Agg Shldr
DECATUR ST	UNION ST	MAIN ST	1,049	0.40	4,700	Major Collector	Mill & Overlay & Ramps
Total			10,601	5.05			

William Street At-Grade Crossing Closure Project, CP 2022-37

The second resolution appropriates \$200,000 in State MFT funds for the permanent closure of the William Street At-Grade Crossing, City Project 2022-37, Section No. 22-00237-00-IC. This project generally consists of removing the existing crossing by the removal of pavement and re-configuring the curbing and striping to eliminate the ability to cross the tracks on William Street. Traffic on William Street will continue to have access to northbound 22nd Street.

See attached location map for the closure.

SCHEDULE:

Design work for the 2023 Street Restoration Project and 2023 Local MFT Street Improvement Project is underway. Both projects are planned to begin in the month of August.

Design work for the William Street At-Grade Crossing Closure is underway and planned to begin in the fall and after the City receives the executed Agreement from the Illinois Commerce Commission.

LEGAL REVIEW: Legal review of the State Motor Fuel Tax appropriation is not required.

PRIOR COUNCIL ACTION:

Each year the City Council approves the appropriation of State MFT funds for street improvement work. State MFT funds are allocated for street improvement work as part of the Fiscal Year 2023 Capital Improvement Plan.

April 17, 2023 – City Council approved Resolution R2023-72, authorizing stipulated agreement No. 2271 with the Illinois Commerce Commission, the Decatur & Eastern Illinois Railroad, and the Illinois Department of Transportation concerning voluntary vacation and permanent closure of the William Street highway rail

of Transportation concerning voluntary vacation and permanent closure of the William Street highway-rail grade crossing of Decatur & Eastern Illinois Railroad's track (AAR/DOT #154643W, railroad milepost BD-276.13).

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

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

STAFF REFERENCE: Matt Newell, Public Works Director, Paul Caswell, City Engineer and Don Cisco, Engineering Project Manager. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

1. **Budget Impact:** The first resolution appropriates \$1,300,000 in State Motor Fuel Tax funds for the Street Restoration Project 2023-08. The State Motor Fuel Tax increase in 2019 increased State MFT revenues to the City by approximately \$1.3 million a year to around \$3.2 million.

The second resolution appropriates \$200,000 in State Motor Fuel Tax for the William Street At-Grade Crossing Closure Project 2022-37. These funds will be refunded by the Grade Crossing Protection Fund once work is complete.

2. **Staffing Impact:** Staff time has been allocated for managing these projects.

ATTACHMENTS:

Description	Type
Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality under the Illinois Highway Code, City Project 2023-08, Asphalt	Resolution Letter
Location Maps	Cover Memo
5-year Road Improvement Plan	Cover Memo

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS
FOR RESTORATION OF STREETS AND HIGHWAYS
BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE
CITY PROJECT 2023-08, ASPHALT**

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

Section 1. That there is hereby appropriated the sum of \$1,300,000.00 of State Motor Fuel Tax funds for the purpose of resurfacing streets and highways under the applicable provisions of the Illinois Highway Code.

Section 2. That only those streets, highways; and operations as listed and described as part of the City's Street Restoration Project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 23-00308-00-FP.

Section 3. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 4. That the Clerk shall immediately transmit four original certified copies of BLR 09110 forms, attached hereto as Exhibit A and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED AND ADOPTED this 20th day of June 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

23-00308-00-FP

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Decatur Illinois that the following described street(s)/road(s)/structure be improved under

Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Various Streets	5.04			

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Milling and resurfacing, cold in place recycling, Class B and D patching, constructing ADA compliant curb ramps, utility adjustments, and striping.

2. That there is hereby appropriated the sum of One Million, Three Hundred Thousand Dollars and 00/100-----

----- Dollars (\$1,300,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim Althoff

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Decatur in the State aforesaid, and keeper of the records and files thereof, as provided by

Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

of Decatur

at a meeting held on June 20, 2023

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20 day of June, 2023

Day

Month, Year

(SEAL, if required by the LPA)

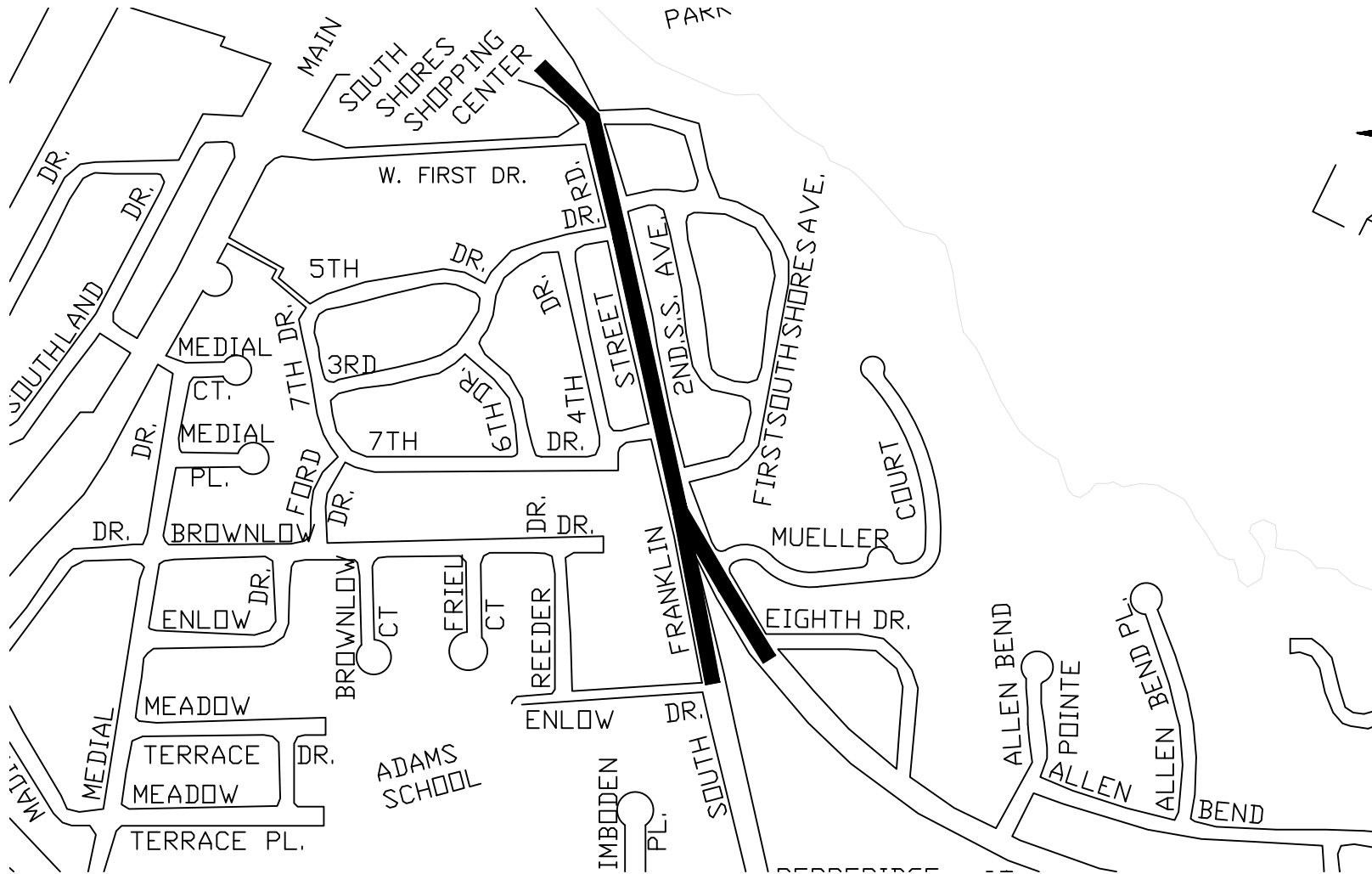
Clerk Signature & Date

--

Approved

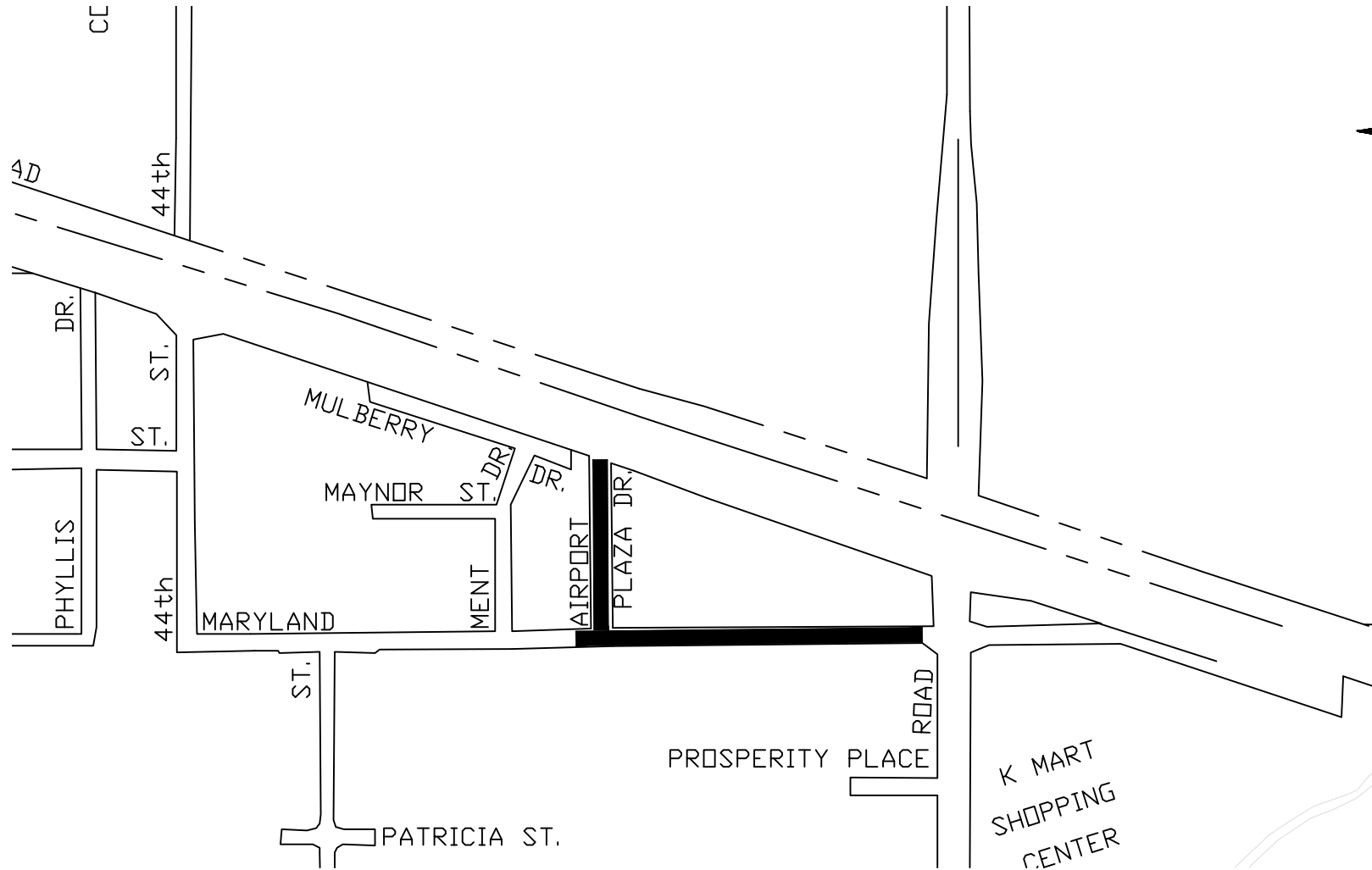
Regional Engineer Signature & Date
Department of Transportation

--



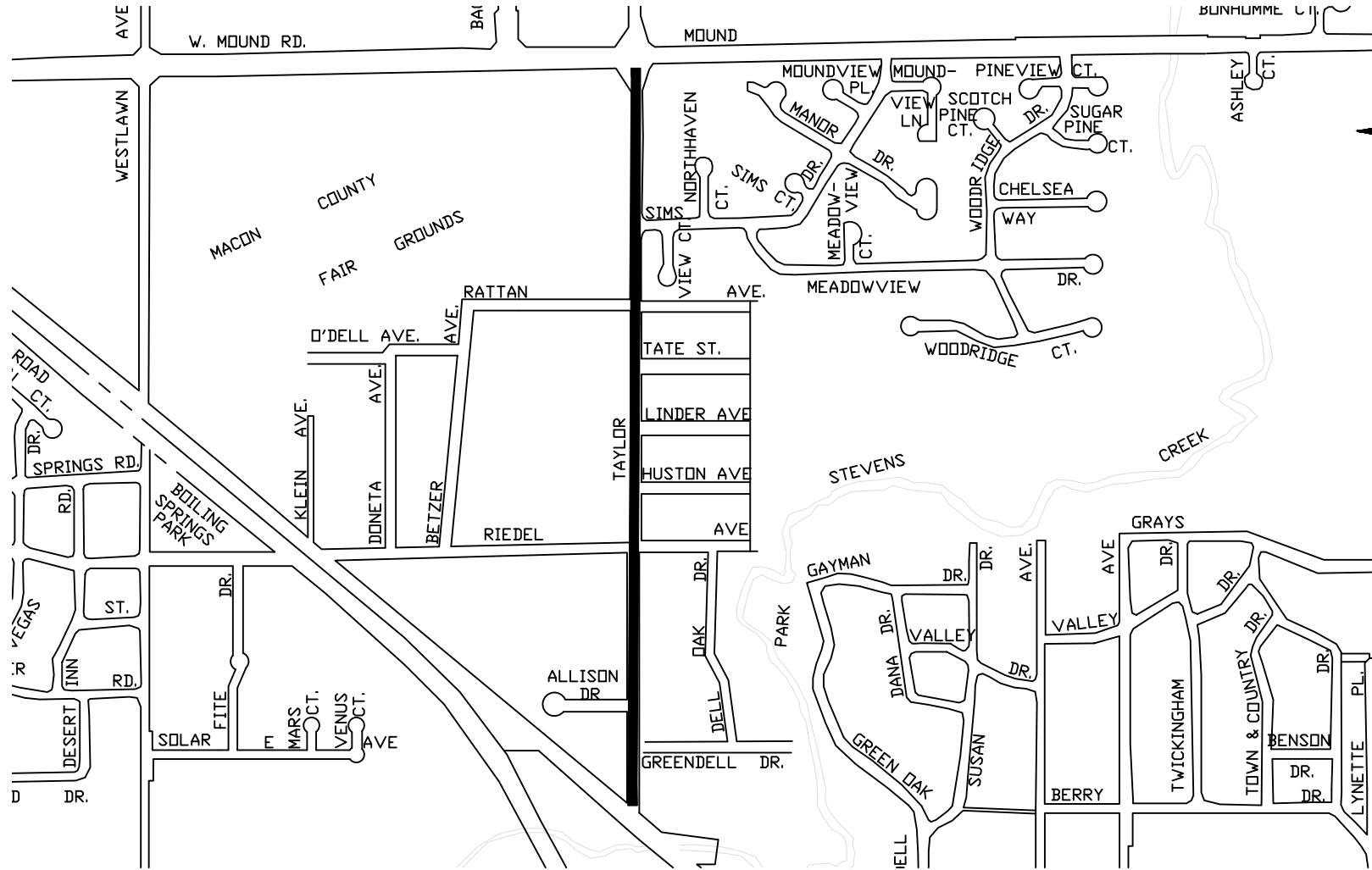
LEGEND

S. FRANKLIN STREET RD - 2" MILL & HMA SURFACE COURSE



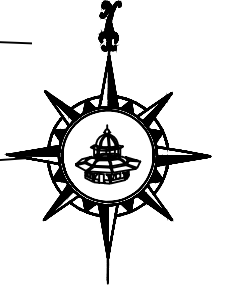
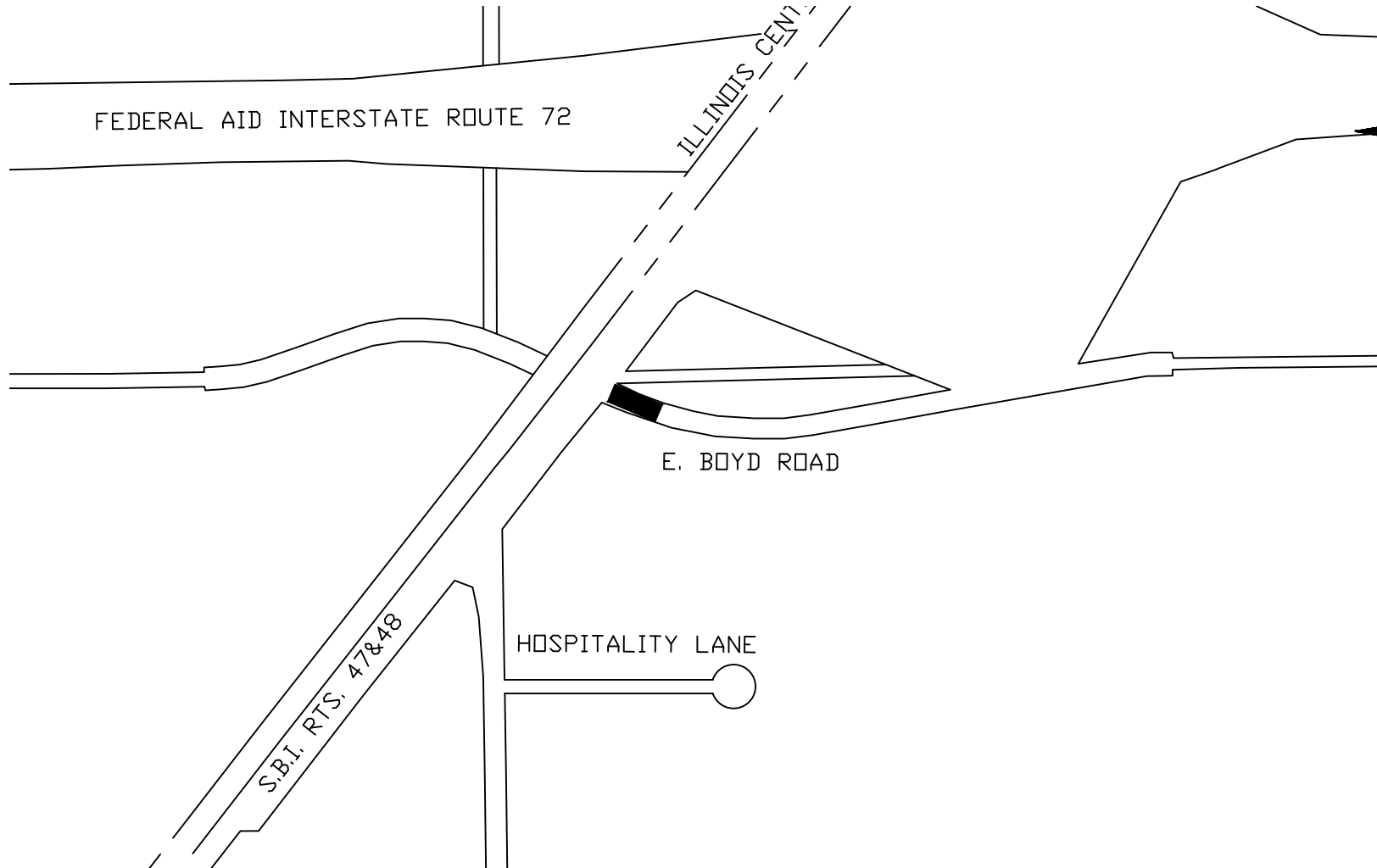
LEGEND

-  AIRPORT PLAZA DR - 2" MILL & HMA SURFACE COURSE
-  E. MARYLAND ST - 2" MILL & HMA SURFACE COURSE



LEGEND

█ N. TAYLOR AVE - COLD IN-PLACE RECYCLE



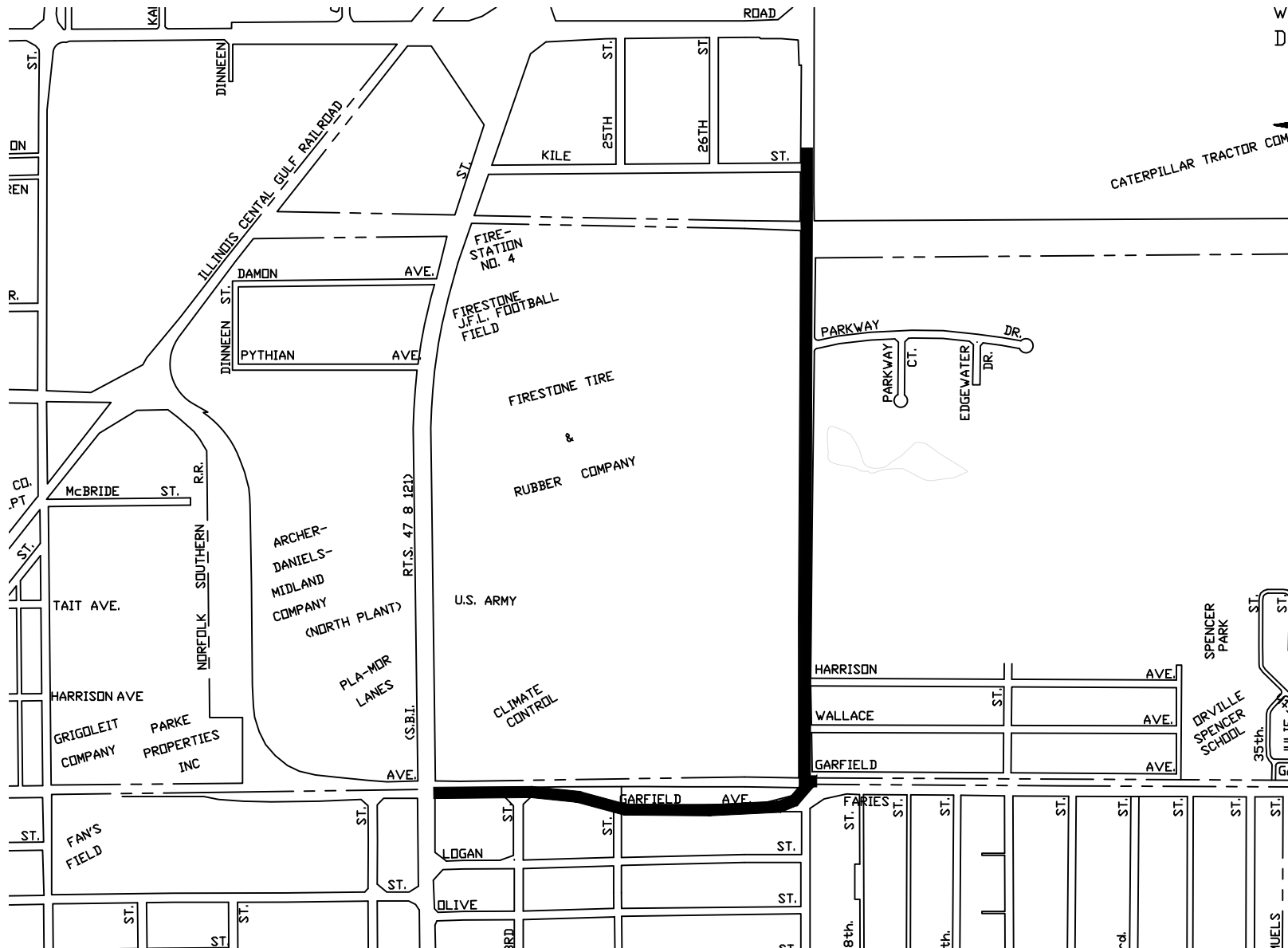
LEGEND

 E. BOYD ROAD - 2 INCH MILL & HMA SURFACE COURSE



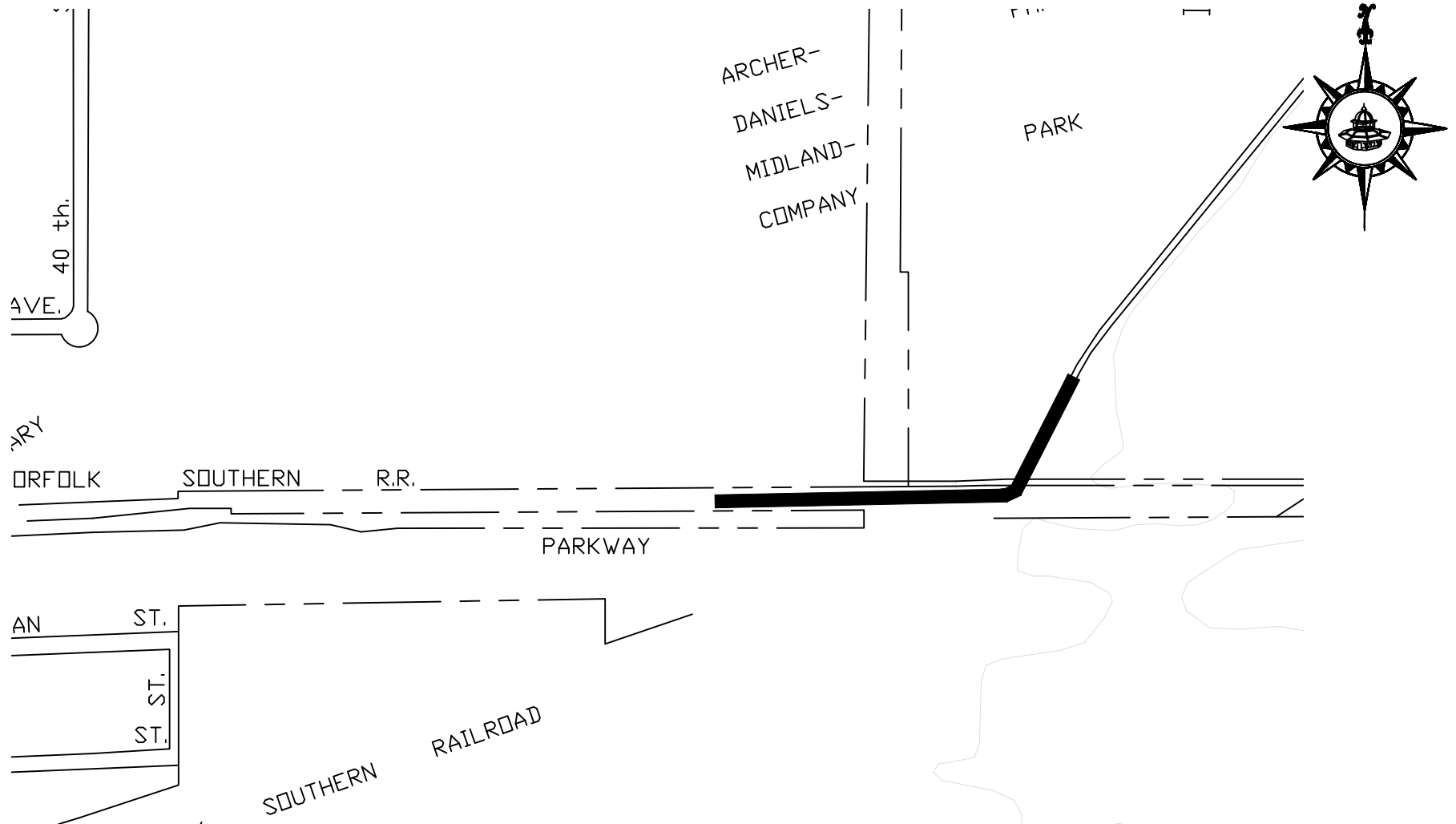
LEGEND

W. MAIN ST - 1 1/2 INCH MILL & HMA SURFACE COURSE



LEGEND

- E. GARFIELD AVE, N. 22nd ST TO 27th ST - 1 1/2" MILL AND HMA SURFACE COURSE
- N 27th ST, E. GARFIELD AVE TO KILE ST - 1 1/2" MILL AND HMA SURFACE COURSE



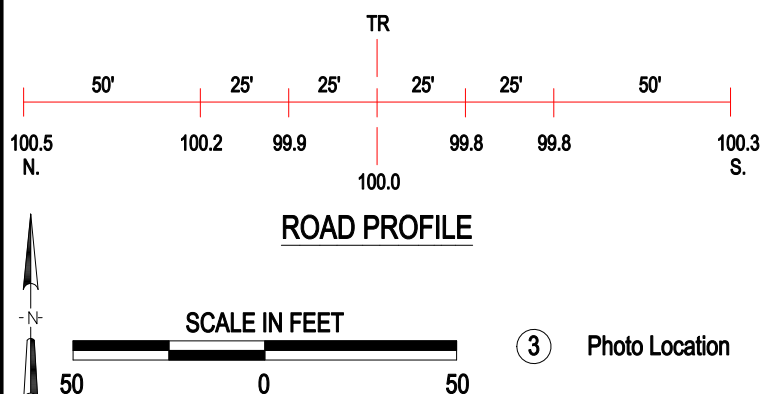
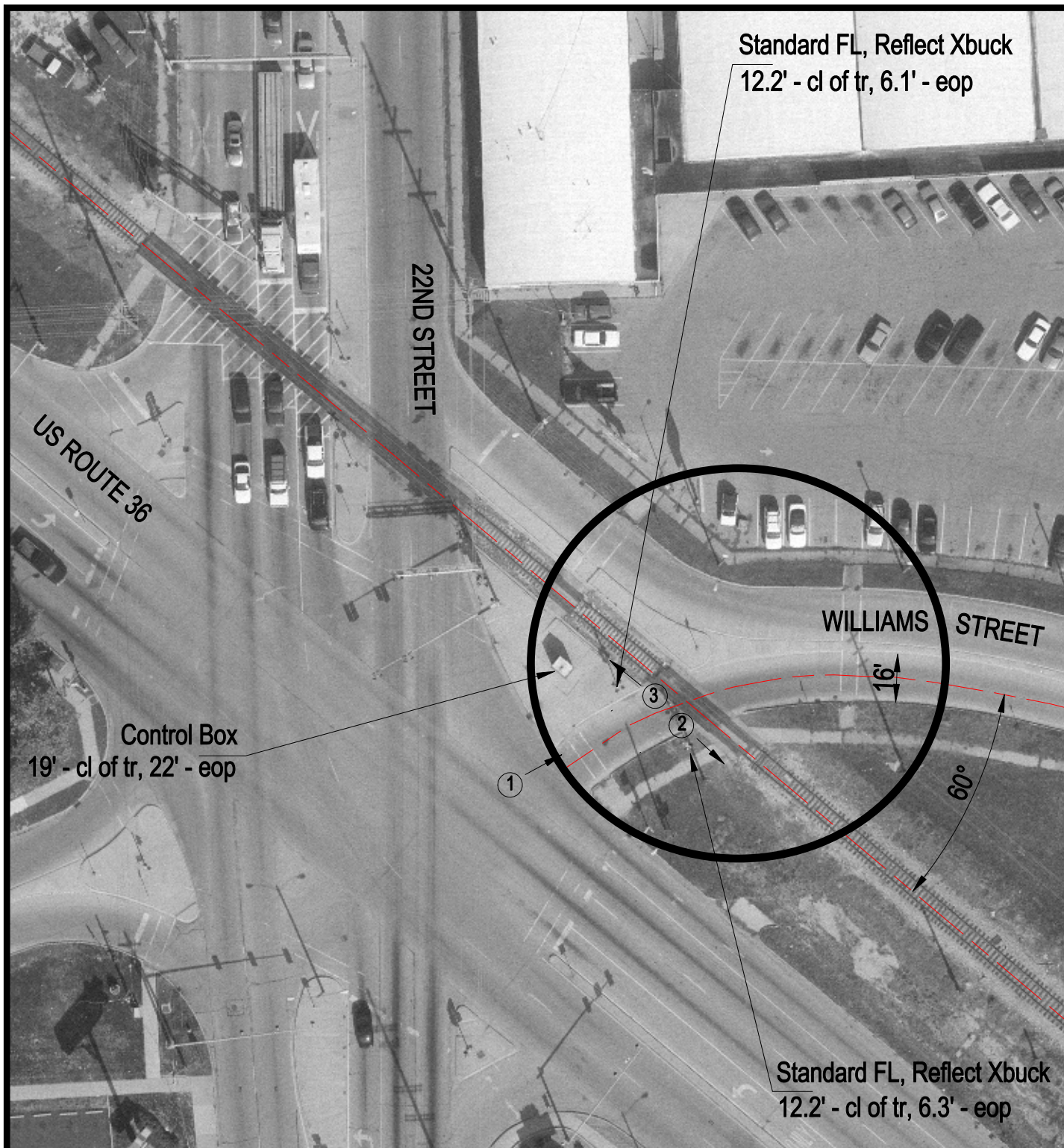
LEGEND

**■ FARIES PARKWAY, END OF CONC. PAVEMENT TO PARK DISTRICT PROPERTY
1 1/2" HMA SURFACE COURSE**



LEGEND

 W. DECATUR ST, UNION AVE TO S. MAIN ST - 1 1/2" MILL & HMA SURFACE COURSE



Crossing #: 154643W

Location: Macon Co., Decatur (I)

Lat/Long: 39°50'41" / 88°55'34"

Railroad: CSX

Street: William Street

Railroad Milepost: 276.13

Crossing Protection: Train Activated Devices

2023: 5 Year Plan Proposed Street Project Locations

2023 Street Locations		
1	S FRANKLIN STREET RD, SOUTH SHORES DR	Mill & Overlay
2	W DECATUR ST	Mill & Overlay
3	N 27TH ST, E GARFIELD AVE	Mill & Overlay
4	E FAIRIES PKWY	Mill & Overlay
5	E MARYLAND ST, AIRPORT PLAZA DR	Mill & Overlay
6	E BOYD RD	Patch
7	N TAYLOR AVE	Cold In-Place Recycle
2024 Street Locations		
8	W MOUND RD	Full Depth Recycle
9	E HICKORY POINT RD	Chip Seal
10	W WOOD ST	Mill & Overlay
11	W MACON ST	Reconstruction
12	BAYSHORE DR	Mill & Overlay
13	SHORELINE DR, BAY SHORE DR, POINT BLUFF DR, HACKBERRY PL,	Varied Treatments
14	FOREST AVE	Mill & Overlay
15	27TH St	Reconstruction
2025-2027 Street Locations		
16	N SUMMIT AVE, W CENTER ST	Mill & Overlay
17	W HARRISON AVE	Reconstruction
18	E WILLIAM ST	Reconstruction
19	E CANTRELL ST	Mill & Overlay
20	FAIRIES PKWY	Concrete Patching
21	W GROVE RD, E GROVE RD	Mill & Overlay
22	E GEDDES AVE, E DIVISION ST	Mill & Overlay
23	N CHARLES ST	Mill & Overlay
24	W ROCK SPRINGS RD	Mill & Overlay
25	KING ARTHUR DR, CAMELOT DR, OXFORD CT, SIR LANCELOT DR,	Cape Seal
26	N COUNTRY CLUB RD	Mill & Overlay
27	S CHURCH ST, N CHURCH ST	Mill & Overlay
28	E OLIVE ST	Mill & Overlay
29	N WESTLAWN AVE, CITY LIMITS	Mill & Overlay
30	N DENNIS AVE	Mill & Overlay
31	E OCEAN TRAIL RD	Mill & Overlay
32	W RAVINA PARK RD	Mill & Overlay
33	S LAKE RIDGE AVE	Mill & Overlay
34	W CENTER ST	Mill & Overlay
35	LAKE BLUFF DR, GREENLAKE DR, E REDLICH DR	Mill & Overlay
36	NORTHLAND DR	Mill & Overlay
37	E MARYLAND ST, S 32ND ST, E CEDAR ST, E DUCHESS DR, S 33RD ST	Mill & Overlay
38	N SUMMIT AVE	Mill & Overlay
39	N 27TH ST	Mill & Overlay
40	E WILLARD AVE, E RIVERSIDE AVE, E BUENA VISTA ST	Mill & Overlay
IDOT Street Locations		
100	IL 105 - WILLIAMS ST	Mill & Overlay
101	US 51 - FORSYTH	Mill & Overlay
102	US 36 - ELDORADO	Mill & Overlay
102	W ELDORADO	Mill & Overlay
104	IL 121 - PERSHING RD	Mill & Overlay
105	IL 121 - MT ZION RD	Mill & Overlay
106	I 72 - I- IL 48	Bridge Repair
107	US 51 - SOUTH SHORES	Mill & Overlay
Macon County Street Locations		
201	CH 24 - REAS BRIDGE RD	Bridge Adjustment
202	CH 7 - BALTIMORE AVE	Reconstruction
203	CH 41 - WYCKLES RD	Cold In-Place Recycle

Bridge Project Locations	
Project Year	Project Name
2023	BRUSH COLLEGE OVERPASS
2023	GROVE RD BRIDGE
2023	RR CLOSURE AT FIVE POINTS
2024	COUNTRY CLUB BRIDGE
2025	GARFIELD OVER RR
2025	GARFIELD OVER 22ND

City Projects

- 2023
- 2024
- 2025 - 2027

Bridges

- 2023
- 2024
- 2025 - 2027

IDOT & County

- IDOT 2023
- County 2023

Public Works

DATE: 6/13/2023

MEMO: 2023-58

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Keith Alexander, Water Production Manager

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemicals - Hydrofluorosilic Acid

SUMMARY RECOMMENDATION:

Staff recommends awarding a Purchase Order to Univar Solutions, USA Inc. for Hydrofluorosilicic Acid.

BACKGROUND:

Hydrofluorosilicic Acid is the source of fluoride added to the City's drinking water to reduce human tooth decay. Last fall, with ongoing supply chain concerns, the City opted to offer a 6-month bid for some of the treatment plant chemicals. On December 5, 2022, council authorized a 6-month Purchase Order with Univar Solutions, USA Inc. for January 1, 2023, through June 30, 2023, in the amount of \$490.00/wet ton.

A new Purchase Order is required to continue purchasing this chemical through the end of the year. Staff proposes to use the 2023 Hydrofluorosilicic Acid bid tabulation received last fall:

	<u>12-Month</u>	<u>6-Month (Jan. through June only)</u>
Univar Solutions, USA Inc.	\$525.00/wet ton	\$490.00/wet ton
Alexander Chemical Corp.	\$558.00/wet ton	\$558.00/wet ton
Pennco Inc.	\$648.00/wet ton	\$648.00/wet ton
Brenntag Mid South	No Bid	\$729.00/wet ton

Univar Solutions, USA Inc. provided the low bid for this chemical and has agreed to honor their 12-Month low bid of \$525.00/wet ton, through the remainder of this year.

PRIOR COUNCIL ACTION:

On December 5, 2022 the council authorized a 6-month Purchase Order for Hydrofluorosilicic Acid for January 1, 2023 through June 30, 2023.

POTENTIAL OBJECTIONS: No objections are known.

INPUT FROM OTHER SOURCES:

Purchasing Division.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Chaundra Smith, Water Production Operations Supervisor, 424-2831. Matt will be at the council meeting to answer any questions the council may have about this purchase.

BUDGET/TIME IMPLICATIONS:

The purchase of this chemical is included annually in Water Operating Fund 80.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Hydrofluorosilicic Acid	Cover Memo

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A PURCHASE ORDER FURNISHING WATER
TREATMENT CHEMICAL – HYDROFLUOROSILICIC ACID**

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

Section 1. That the tabulation of the bids received for furnishing water treatment chemical – Hydrofluorosilicic Acid, with Univar Solutions, USA Inc. in the amount of \$525.00 per wet ton, attached hereto as Exhibit 1, be, and it is hereby, received, and placed on file.

Section 2. That the bid of Univar Solutions, USA Inc. be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidder for their bid price of \$525.00 per wet ton.

PRESENTED AND ADOPTED THIS 20th day of June, 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

Exhibit 1

BID SUMMARY WATER TREATMENT CHEMICALS - Bid #PUR2022-07 November 15, 2022

	<u>12 Month</u>	<u>6 Month</u>
1. Alum, liquid bulk		
USAlco Michigan City Plant LLC	\$ 492.53/dry ton	\$492.53/dry ton
Chemtrade Chemicals US LLC	\$ 610.00/dry ton	No Bid
2. Carbon, activated bulk – Wood Based		
Ingevity Corporation	\$2,380.00/dry ton	No Bid
CarbPure Technologies Alternative #1:CarbPure T	\$3,500.00/dry ton	\$3,360.00/dry ton
CarbPure Technologies Alternative #2:CarbPure TRA	\$3,700.00/dry ton	\$3,600.00/dry ton
3. Carbon Dioxide, bulk		
ILMO Products Company	\$400.00/dry ton	No Bid
4. Chlorine, liquid, ton containers		
Brenntag Mid-South	No bid	\$2,247.00/wet ton
DPC Enterprises, LP	\$2,285.00/wet ton	No Bid
Alexander Chemical	No Bid	\$2,299.00/wet ton
5. Hydrofluorosilicic Acid, 23% bulk		
Univar Solutions, USA Inc.	\$ 525.00/wet ton	\$490.00/wet ton
Alexander Chemical Corp.	\$ 558.00/wet ton	\$558.00/wet ton
Pennco Inc	\$648.00/wet ton	\$648.00/wet ton
Brenntag Mid South	No Bid	\$729.00/wet ton
6. Lime, pebble, bulk, blower truck		
Mississippi Lime	\$312.23/dry ton	\$312.23/dry ton
Carmeuse Lime & Stone	\$405.48/dry ton	\$405.48/dry ton
7. Sodium Chloride, bulk		
Morton Salt	\$294.58/wet ton	No Bid

SUBJECT: Ordinance Amending Zoning Ordinance - Section II Definitions to Personal Services to Include Tattoo and Body Piercing Parlors and Related Amendments

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Ordinance	Ordinance
Markup of Zoning Ordinance Amendments	Backup Material
Supporting Documentation	Backup Material

ECONOMIC & COMMUNITY DEVELOPMENT MEMORANDUM
No. 23-11

June 15, 2023

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Economic & Community Development Director

SUBJECT: Ordinance Amending Zoning Ordinance Section II Definitions to Personal Services to Include Tattoo and Body Piercing Parlors and Related Amendments

SUMMARY RECOMMENDATION: City staff recommend approval of this ordinance amendment allowing Tattoo and Body Piercing Parlors in the zoning districts where personal service uses are allowed by permitted use which include the Office District, all Business Districts and all Industrial Districts. The City Plan Commission voted 8-0 to recommend approval of the petition at the June 8, 2023 meeting. The minutes of the meeting are attached.

BACKGROUND: This proposed amendment to the Zoning Ordinance would allow for tattoo and body piercing parlors in zoning districts where personal service uses are allowed. Currently, the Decatur Zoning Ordinance states that tattoo and body piercing establishments are excluded from the personal services use subcategory. Personal service uses are allowed in the City’s O-1 Office District, all Business Districts and the M-1 Light Industrial/Heavy Commercial District. Tattoo and Body Piercing Parlors are currently only allowed by permitted use in the B-2 Commercial District, the M-1 Light Industrial/Heavy Commercial District and the M-2 Heavy Commercial District and by conditional use in the B-4 Central Business District.

Recently, there have been legal challenges to municipal ordinances that prohibit, limit or restrict tattoo establishments. The businesses have argued that these prohibitions/restrictions impinge on their right to freedom of expression and that they are not reasonable time, place and manner restrictions. Courts across the country have agreed with the businesses and have determined that tattoos are "pure speech" and the process of tattooing is "expressive activity" under the First Amendment. Persons performing tattooing and body piercing are licensed, regulated and inspected by the State and must comply with all the requirements of the Illinois Tattoo and Body Piercing Establishment and Registration Act ensuring healthy practices.

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

PRIOR COUNCIL ACTION: N/A.

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

INPUT FROM OTHER SOURCES: The Ordinance Amendment was reviewed by the City’s Legal Department.

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl Patrick (cpatrick@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE AMENDING ZONING ORDINANCE
- SECTION II DEFINITIONS TO PERSONAL SERVICES
AND RELATED AMENDMENTS**

WHEREAS, on the 8th day of June 2023 upon due notice, the Decatur City Plan Commission held a public hearing on the petition of Cordaryl Patrick, 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 Section II Definitions to include Tattoo and Body Piercing Parlors and related amendments to other sections thereof, so that said Zoning Ordinance as modified and amended shall provide as set forth herein.

SECTION II. DEFINITIONS

PERSONAL SERVICES: Establishments that are primarily engaged in providing services involving the care of persons or their apparel, such as: Barber and beauty shops; Clothing alteration and repair, including dressmakers, seamstresses, and tailors; Laundry and dry cleaning establishments; Photo drop-off agents (not including processing); Shoe shining or shoe repair establishments; Beauty spas; Massage parlors (see definition); Health clubs or spas; Palm readers, fortune tellers, or card readers; tattoo or body piercing parlors; Taxidermist; and similar personal service uses.

SECTION XI. O-1 OFFICE DISTRICT

A. PERMITTED USES

11. Personal services:

SECTION XII. B-1 NEIGHBORHOOD SHOPPING DISTRICT

A. PERMITTED USES

13. Personal services:

SECTION XIII. B-2 COMMERCIAL DISTRICT

A. PERMITTED USES

51. Similar uses: those uses that are determined by the Zoning Administrator to be similar to the uses enumerated herein and are consistent with the purpose and intent of the district.

52. Video Gaming Parlor

SECTION XV. B-4 CENTRAL BUSINESS DISTRICT

B. CONDITIONAL USES

7. Restaurants with drive up or drive through facilities.

8. Truck or transfer terminal or freight house or bus garage and repair shop.

SECTION XVII. M-1 INTENSE COMMERCIAL-LIGHT INDUSTRIAL DISTRICT

A. PERMITTED USES

53. Supermarkets, including superstores and warehouse markets.

54. Underground bulk storage.

55. Video Gaming Parlor (Amended, Ordinance No. 2015-40, August 17, 2015)

56. Warehouse, private, or distribution facilities.

57. Wholesale dealer.

58. Similar uses; those uses that are determined by the Zoning Administrator to be similar to the uses enumerated herein and are consistent with the purpose and intent of the district.

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.

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 20th day of
June 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS
- ZONING ORDINANCE -

SECTION XXI.C EXCEPTIONS TO HEIGHT AND AREA REQUIREMENTS

EXCEPTIONS TO YARD SETBACKS - GENERAL

9. Exempt accessory structures.

The following structures are exempt from the accessory structure front, rear and/or side yard setback requirements in any Residence District, as noted below. These exempt accessory structures may also be located on an adjacent lot in any Residence District that is under the same ownership and contiguous with the lot containing the residence.:

- a. Planters. Planter boxes and masonry planters with a maximum height of 42 inches are allowed within all required setbacks including front, rear and side yards.
- b. Play Equipment, Pet Shelters and Open Pergolas. Children's play equipment, movable dog houses, open pergolas and similar structures may be placed within a required rear and side yard setback but not within a required front yard setback.
- c. Fences. Fences may be located within all required setbacks in accordance with the requirements of Section XXXIV Fences.
- d. Small Utility and Garden Sheds. Sheds, no greater than 100 square feet and not greater than 9 feet in height may be placed within a required rear and side yard setback but not within a required front yard setback.
- e. Book Exchange Box. A book exchange box where books and recorded performing arts and media are kept for public and/or exchanges with no fees or sales and are publicly accessible are allowed within the front yard setback.
- f. Similar Exempt Accessory Uses. Those uses that are determined by the Zoning Administrator to be similar to the uses enumerated herein and are consistent with the purpose and intent of this section. 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.

ADDITIONS AND DELETIONS

- ZONING ORDINANCE -

SECTION II. DEFINITIONS

PERSONAL SERVICES: Establishments that are primarily engaged in providing services involving the care of persons or their apparel, such as: Barber and beauty shops; Clothing alteration and repair, including dressmakers, seamstresses, and tailors; Laundry and dry cleaning establishments; Photo drop-off agents (not including processing); Shoe shining or shoe repair establishments; Beauty spas; Massage parlors (see definition); Health clubs or spas; Palm readers, fortune tellers, or card readers; tattoo or body piercing parlors; Taxidermist; and similar personal service uses. ~~Tattoo parlors or body piercing parlors are not covered by this definition.~~

SECTION XI. O-1 OFFICE DISTRICT

A. PERMITTED USES

11. Personal services:

- ~~a. Clothing alteration and repair~~
- ~~b. Hair stylist, beauty parlor, or barber shop~~
- ~~c. Laundry and dry cleaning~~
- ~~d. Shoe shining and repair~~
- ~~e. Tanning spa~~

SECTION XII. B-1 NEIGHBORHOOD SHOPPING DISTRICT

A. PERMITTED USES

13. Personal services:

- ~~a. Clothing alteration and repair~~
- ~~b. Hair stylist, beauty parlor, or barber shop~~
- ~~c. Laundry and dry cleaning~~
- ~~d. Shoe shining and repair~~
- ~~e. a. Tanning spa~~

SECTION XIII. B-2 COMMERCIAL DISTRICT

A. PERMITTED USES

~~52. Tattoo or body piercing parlor~~

~~53.~~ 52. _____ Video Gaming Parlor

SECTION XV. B-4 CENTRAL BUSINESS DISTRICT

B. CONDITIONAL USES

~~8. Tattoo or body piercing parlor~~

9. 8. Truck or transfer terminal or freight house or bus garage and repair shop.

SECTION XVII. M-1 INTENSE COMMERCIAL-LIGHT INDUSTRIAL DISTRICT

A. PERMITTED USES

~~54. Tattoo or body piercing parlor.~~

~~55.~~54. Underground bulk storage.

~~56.~~55. Video Gaming Parlor (Amended, Ordinance No. 2015-40, August 17, 2015)

~~57.~~56. Warehouse, private, or distribution facilities.

~~58.~~57. Wholesale dealer.

~~59.~~58. Similar uses; those uses that are determined by the Zoning Administrator to be similar to the uses enumerated herein and are consistent with the purpose and intent of the district.

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

Thursday, June 8, 2023
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The June 8, 2023, meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Susie Peck who determined a quorum was present.

Members Present: Jason Drake, A.G Webber, James Schwartz, Matt Naber, Maurice Payne, Bobby Garner, Andrew Taylor, Susie Peck

Members Absent:

Staff Present: Joselyn Stewart, Kasey Wright, Amy Waks, Deanna Buck, Devan Jones (Summer Intern)

II. Approval of Minutes of the March 2, 2023, City Plan Commission Meeting

It was moved and seconded (Schwartz/Naber) to approve the minutes of the March 2, 2023, meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

A. Case No. 23-05 Petition of CORDARYL PATRICK, DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT for proposed amendments to the City of Decatur Zoning Ordinance (Ord. #3512, as amended) including but not limited to Section II. Definitions to amend Personal Services to include tattoo and body piercing parlors.

It was moved and seconded (Taylor/Naber) to forward Case No. 23-05 to the City Council with a recommendation of approval as set forth in the staff report.

Cordaryl “Pat” Patrick the petitioner explained the need for the Tattoo and Body Piercing Parlors in the zoning districts where personal service uses are allowed by permitted use which include the Office District, all Business Districts, and all Industrial Districts.

Upon call of the roll, Commission members Jason Drake, A.G Webber, James Schwartz, Matt Naber, Maurice Payne, Bobby Garner, Andrew Taylor, Susie Peck voted aye. Motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

VI. Adjournment

There being no further business, it was moved and seconded (Schwarz/Webber) to adjourn the meeting.

Upon call of the roll, Commission Jason Drake, A.G Webber, James Schwartz, Matt Naber, Maurice Payne, Bobby Garner, Andrew Taylor, Susie Peck voted aye.

Chairman Peck declared the meeting adjourned at 3:07 P.M.

James Schwartz, Secretary, Decatur City Plan Commission

STAFF REPORT
Decatur City Plan Commission

Hearing Date	June 01, 2023
Calendar No.	23-05
Proposal	Amendments to Zoning Ordinance (Ordinance #3512, as amended) including but not limited to Section II. Definitions to amend Personal Services to include tattoo and body piercing parlors.
Petitioner	Cordaryl Patrick, Director of Economic and Community Development

BACKGROUND

The current City of Decatur Zoning Ordinance was adopted in May of 2002. Over time, Staff has determined certain amendments are necessary to make the Zoning Ordinance more comprehensive and applicable to the changing built urban environment while keeping the charge of making Decatur a quality place to live, work and play.

This proposed amendment to the Zoning Ordinance would allow for tattoo and body piercing parlors in zoning districts where personal service uses are allowed.

DESCRIPTION/ANALYSIS

Currently, the Decatur Zoning Ordinance states that tattoo and body piercing establishments are excluded from the personal services use subcategory. Personal service uses are allowed in the City's O-1 Office District, all Business Districts and the M-1 Light Industrial/Heavy Commercial District. Tattoo and Body Piercing Parlors are currently only allowed by permitted use in the B-2 Commercial District, the M-1 Light Industrial/Heavy Commercial District and the M-2 Heavy Commercial District and by conditional use in the B-4 Central Business District.

Recently, there have been legal challenges to municipal ordinances that prohibit, limit or restrict tattoo establishments. The businesses have argued that these prohibitions/restrictions impinge on their right to freedom of expression and that they are not reasonable time, place and manner restrictions. Courts across the country have agreed with the businesses and have determined that tattoos are "pure speech" and the process of tattooing is "expressive activity" under the First Amendment. Persons performing tattooing and body piercing are licensed, regulated and inspected by the State and must comply with all the requirements of the Illinois Tattoo and Body Piercing Establishment and Registration Act.

STAFF RECOMMENDATION

Considering these cases and the State's licensing requirements ensuring healthy practices, City staff recommend approval of the amendments allowing Tattoo and Body Piercing Parlors in the zoning districts where personal service uses are allowed by permitted use which include the Office District, all Business Districts and all Industrial Districts.

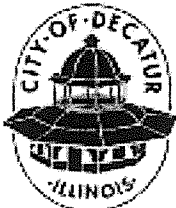
PLAN COMMISSION ACTION

Section XXIX.G. of the Zoning Ordinance requires the Plan Commission to hold a public hearing and make recommendations to the City Council on amendments to the Zoning Ordinance. A motion to forward Calendar Number 23-05 to the City Council with a recommendation of approval is suggested.

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

ATTACHMENTS

1. Petition
2. Mark-Up

	City of Decatur, Illinois	
	PETITION FOR REZONING	
	<i>Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois</i>	
Community Development Department One Gary K. Anderson Plaza Decatur, Illinois 62523-1196		424-2793 FAX 424-2728

Please Type

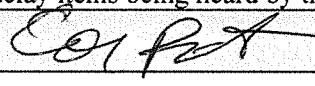
SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	Cordaryl Patrick, Director of Economic & Community Development				
Address	#1 Gary K. Anderson Plaza				
City	Decatur	State	IL	Zip	62523
Telephone	217-424-2727	Fax		E-mail	cpatrick@decaturil.gov
Property Owner	N/A				
Address					
City		State		Zip	
Telephone		Fax		E-mail	
Representative	N/A				
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION						
Street Address	N/A					
Legal Description	N/A					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☐ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						
Size of Tract	☐ SF ☐ AC					

SECTION THREE: REQUESTED ACTION						
Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development? ☐ YES ☐ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Other:	Amend Zoning Ordinance (Ord. #3512, as amended)					

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
This proposed amendment to the Zoning Ordinance would allow for tattoo and body piercing parlors in zoning districts where personal service uses are allowed.	

SECTION FOUR: JUSTIFICATION
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):
Recently, there have been legal challenges to municipal ordinances that prohibit, limit or restrict tattoo establishments. The businesses have argued that these prohibitions/restrictions impinge on their right to freedom of expression and that they are not reasonable time, place and manner restrictions. Courts across the country have agreed with the businesses and have determined that tattoos are "pure speech" and the process of tattooing is "expressive activity" under the First Amendment. Persons performing tattooing and body piercing are licensed, regulated and inspected by the State and must comply with all the requirements of the Illinois Tattoo and Body Piercing Establishment and Registration Act.

SECTION FIVE: CERTIFICATION			
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.		
Petitioner's Signature		Date	4/24/2023

NOTES:	
1. Please forward this completed form and attachments to the Community 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	

SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
City Plan Commission Minutes of March 2, 2023	Backup Material
Civil Service Commission Minutes of May 2, 2023	Backup Material

MINUTES OF THE MEETING
OF THE
DECATUR PLANNING COMMISSION
THURSDAY, MARCH 2, 2023
City Council Chambers, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The March 2, 2023 meeting of the Decatur Plan Commission was called to order by Chairperson Peck at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, at which time a quorum was present.

Members Present: Jason Drake, Pat McDaniel, Matt Naber, Maurice Payne, James Schwarz, Andrew Taylor, Timothy Wright, Susie Peck

Members Absent: Kent Newton, Vacancy

Staff Present: David Silver, Joselyn Stewart, Kasey Wright

II. Approval of Minutes of the November 3rd, 2022 City Plan Commission Meeting

It was moved and seconded (McDaniel/Schwarz) to approve the minutes of the November 3, 2022 meeting of the Decatur City Plan Commission Meeting. Motion carried unanimously.

III. New Business

A. Case No. 23-01

**Petition of JOHN LEWIS to rezone the property at 888
SOUTH 16TH STREET from O-1 Office District to PD Planned
Development District**

Section XXIX of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for Final approval. It was moved and seconded (McDaniel/Wright) to forward Case No 23-01 to the City Council with a recommendation of approval as set forth in the staff report.

Mr. Silver discussed the staff recommendation, noting specifically in the staff report the exclusion of animal clinic or hospital, automobile repair and service or repair, automobile service station and further, exclusion of licenses allowing liquor or gaming in this PD rezoning.

John Lewis, Petitioner, was sworn in by David Silver. The petitioner explained that he was thankful for this opportunity and looked forward to making the building a good place, and that he had no issue with the staff recommendations with the limitations at the subject site at 888 S. 16th Street.

Upon call of the roll, Commission members Jason Drake, Pat McDaniel, Matt Naber, Maurice Payne, James Schwarz, Andrew Taylor, Timothy Wright, Susie Peck voted aye. Motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

Members expressed if there were upcoming meetings. Silver said yes there would be several text amendments.

Schwarz volunteered to be Secretary.

VI. Adjournment

There being no further business, it was moved and seconded (Wright/McDaniel) to adjourn the meeting.

Upon call of the roll, Commission members Jason Drake, Pat McDaniel, Matt Naber, Maurice Payne, James Schwarz, Andrew Taylor, Timothy Wright, Susie Peck voted aye. Motion carried.

Chairman Peck declared the meeting adjourned at 3:13 P.M.



Secretary, Decatur Plan Commission

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
May 2, 2023

Pursuant to notice, the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Greg Spain
VICE CHAIR Todd Ray
COMMISSIONER Sheri Hagen
COMMISSIONER Amy Spry
ACTING SECRETARY Penny Rogers
HUMAN RESOURCES DIRECTOR, French Wilson

ABSENT: COMMISSIONER Tony Wilkins
ADMINISTRATIVE ASSISTANT Sherry Beasley

Call to Order

Chair Spain called the meeting to order at 11:31 a.m.

Roll Call

Four out of five Commissioners were present at the time of roll call. Chair Spain declared a quorum does exist to conduct and approve business.

Chair Spain called for Appearance of Citizens:

The following citizens provided comments to the Commission: Abeer Motan.

The Minutes of the April 4, 2023, regular meeting was presented. Vice Chair Todd Ray moved that the April 4, 2023, regular meeting minutes be approved, seconded by Commissioner Amy Spry and upon call of the roll, Commissioners Amy Spry, Sheri Hagen, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Sheri Hagen moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, seconded by Commissioner Amy Spry and upon call of the roll, Commissioners Sheri Hagen, Amy Spry, Vice Chair Todd Ray and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

CIVIL SERVICE COMMISSION
OPEN SESSION MINUTES
May 2, 2023
Page 2

Vice Chair Todd Ray moved to return to Open Session, seconded by Commissioner Sheri Hagen and upon call of the roll, Commissioners Amy Spry, Sheri Hagen, Vice Chair Todd Ray and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Lateral Transfer Register for Police Patrol Officer, Vice Chair Ray moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Amy Spry, Sheri Hagen, and Vice Chair Todd Ray voted aye. Chair Greg Spain voted nay. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request to Approve Final Scores & Eligible Register Library Clerk I (Full-Time), Commissioner Amy Spry moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Todd Ray, and upon call of the roll, Commissioners Sheri Hagen, Vice Chair Todd Ray, Amy Spry, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.
- C. Authorization Request to Approve Final Scores & Promotional Register for Crew Chief – Water Services, Vice Chair Ray moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Sheri Hagen, and upon call of the roll, Commissioners Sheri Hagen, Amy Spry, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for New Business:

- A. Authorization Request to Approve Customer Payment Specialist Job Description, Vice Chair Todd Ray moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Sheri Hagen, and upon call of the roll, Commissioners Sheri Hagen, Amy Spry, Vice Chair Todd Ray and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request to Approve Utility Customer Service Representative Job Description, Commissioner Amy Spry moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Todd Ray, and upon call of the roll, Commissioners Sheri Hagen, Amy Spry, Vice Chair Todd

Ray and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

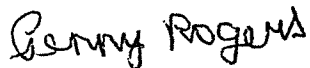
C. Authorization Request to Approve Job Announcement for Library Assistant Full-Time (Internal/Transfer), Vice Chair Todd Ray moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Sheri Hagen, and upon call of the roll, Commissioners Sheri Hagen, Amy Spry, Vice Chair Todd Ray and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

D. Receiving and Filing of Personnel Actions – Commissioner Amy Spry moved that the appointment, promotions, civil service status, oral and written reprimands, requests for leave, request to return to previously held position, and resignation be received, placed on file, and approved, seconded by Vice Chair Todd Ray, and upon call of the roll, Commissioners Amy Spry, Sheri Hagen, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Other Business:

There being no other business, Commissioner Sheri Hagen moved to adjourn the meeting, seconded by Commissioner Amy Spry and upon call of the roll, Commissioners Sheri Hagen, Amy Spry, Vice Chair Todd Ray, and Chair Greg Spain voted aye. Acting Secretary Rogers declared the meeting adjourned at 11:55 a.m.

Respectfully Submitted,



Penny Rogers
Acting Secretary

City Clerk

DATE: 6/12/2023

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Appointment - City Plan Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Joshua Prasun to the City Plan Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Joshua Prasun

City Plan Commission

4/30/2026

DATED this 20th day of June 2023.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2023-_____
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 20th day of June 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 20th day of June 2023.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 6/12/2023

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Appointment - Library Board of Trustees

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Emily West to the Library Board of Trustees.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite her respective name, to serve a term expiring upon the date set opposite her respective name or until her respective successor is appointed and qualified:

Emily West

Library Board of Trustees

7/1/2026

DATED this 20th day of June 2023.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2023-_____
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 20th day of June 2023.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 20th day of June 2023.

Julie Moore Wolfe, Mayor

Public Works

DATE: 6/13/2023

MEMO: 2023-53

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Decatur Park District Owned Commercial Properties

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinances annexing Decatur Park District owned commercial properties be approved.

BACKGROUND: Decatur Park District has agreed to annex the mentioned properties.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Decatur Park District Owned Commercial Properties	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING DECATUR PARK DISTRICT OWNED COMMERCIAL
PROPERTIES**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Clay Gerhard, Executive Director the Decatur Park District requesting that there be annexed to the City properties described on said petition.

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION THIRTY-FOUR (34), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-34-100-024, 17-12-34-100-021, 17-12-34-100-019

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the name of the business or commercial establishment located on the property herein described, is *Red Tail Run Golf Course owned by the Decatur Park District.*
4. That the property herein described is not within the corporate limits of any municipality.
5. That the property herein described is contiguous (adjacent) to the City of Decatur.
6. That the petitioner(s) request(s) that the City of Decatur, annex the property legally described as follows:

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION THIRTY-FOUR (34), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE 3RD P.M. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-34-100-024, 17-12-34-100-021, 17-12-34-100-019

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

SIGNATURE

Clay Gerhard

PRINTED NAME

Clay Gerhard

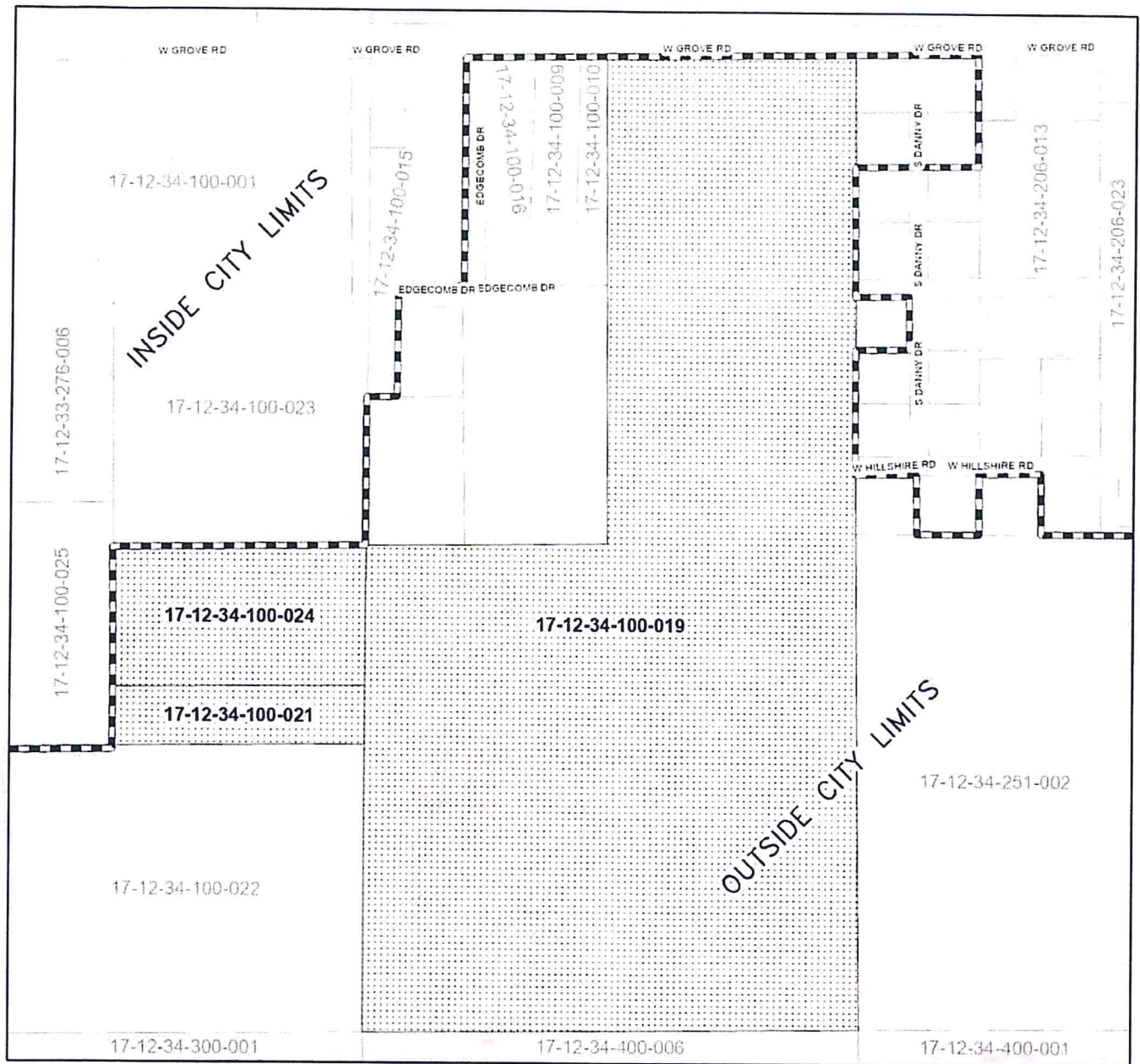
STREET ADDRESS, CITY, STATE

620 E. Riverside Ave. Decatur, IL 62521

Signed and sworn to before me 17 day of May, 2023

Melanie Moore
Notary Public





LOCATION MAP OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
DECATUR PARK DISTRICT - RED TAIL RUN GOLF COURSE

	Indicates territory annexed
	Indicates existing corporate limits
70.0	acres
0.109	sq. miles
NONE	lin. ft. of public road
S. Wheatland	township



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



ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

Exhibit B

ORDINANCE NO: _____

DATE: _____

Public Works

DATE: 6/13/2023

MEMO: 2023-54

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 04-12-04-101-010

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinances annexing Decatur Park District owned undeveloped properties be approved.

1. Owned Undeveloped Property Identified as PIN# 04-12-04-101-010
2. Owned Undeveloped Property Identified as PIN# 04-12-16-354-028
3. Owned Undeveloped Property Identified as PIN# 09-13-31-100-011
4. Owned Undeveloped Property Identified as PIN# 09-13-31-100-012
5. Owned Undeveloped Property Identified as PIN# 09-13-31-400-003

BACKGROUND: Decatur Park District has agreed to annex the mentioned properties.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 04-12-04-101-010	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING DECATUR PARK DISTRICT OWNED UNDEVELOPED
PROPERTY IDENTIFIED AS PIN# 04-12-04-101-010**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Clay Gerhard, Executive Director the Decatur Park District requesting that there be annexed to the City properties described on said petition.

Lot Two (2) of Jedlicka Addition, as per Plat recorded in Book 5000, Page 51 of the records in the Recorder's Office of Macon County, Illinois, EXCEPT that part of Lot Two (2) of Jedlicka Addition Lying Northwesterly of the following described line. Beginning at a point on the North line of said Lot 2, said point being 2.38 feet Easterly of the Northwest corner of said Lot 2 as measured along the North line thereof; thence S.01°-23'-34"W. for 211.02 feet; thence on a curve to the Right having a radius of 85.44 feet, an arc distance of 69.94 feet, a chord distance of 68.01 feet and a chord bearing of S.24°-50'-37"W.; thence S.48°-17'-40"W. for 34.11 feet; thence on a curve to the Left having a radius of 215.00 feet, an arc distance of 50.64 feet, a chord distance of 50.53 feet and a chord bearing of S.41°-32'-47"W.; thence S.34°-47'-53"W. for 15.00 feet; thence on a curve to the Right having a radius of 409.45 feet, an arc distance of 89.40 feet, a chord distance of 89.23 feet and a chord bearing of S.41°-03'-12"W.; thence S.47°-18'-31"W. for 204.35 feet; thence on a curve to the Right having a radius of 335.00 feet, an arc distance of 138.74 feet, a chord distance of 137.75 feet and chord bearing of S.59°-10'-22"W.; thence S.71°-02'-13"W. for 116.82 feet; thence on a curve to the Left having a radius of 281.86 feet, an arc distance of 84.88 feet, a chord distance of 84.55 feet and a chord bearing of S.62°-24'-37"W.; thence S.53°-47'-02"W. for 15.00 feet; thence on a curve to the Right having a radius of 177.05 feet, an arc distance of 78.84 feet, a chord distance of 78.19 feet and a chord bearing of S.66°-32'-25"W.; thence S.79°-17'-48"W. for 15.00 feet; thence on a curve to the Left having a radius of 214.82 feet, an arc distance of 161.74 feet, a chord distance of 157.95 feet and a chord bearing of S.57°-43'-39"W.; thence S.36°-09'-30"W. for 96.35 feet; thence on a curve to the Right having a radius of 85.00 feet, an arc

distance of 34.09 feet, a chord distance of 33.86 feet and a chord bearing of S.47°-38'-55"W.; thence S.59°-08'-17"W. for 61.20 feet; thence on a curve to the Right having a radius of 35.00 feet, an arc distance of 12.68 feet, a chord distance of 12.61 feet and a chord bearing of S.69°-31'-05"W.; to a point on the Southwesterly line of said Lot 2, said point being 8.16 feet Southwesterly of the Southwest corner of Lot 1 of said Jedlicka Addition as measured along the Southwesterly line of said Lot 2 and containing in all 0.229 acres more or less.

PIN# 04-12-04-101-010

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That it is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex Multiple Locations legally described as follows:

SEE EXHIBIT 1

PIN # 04-12-04-101-010, 04-12-16-354-028, 09-13-31-100-011, 09-13-31-100-012, 09-13-31-400-003

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

SIGNATURE

Clay Gerhard

PRINTED NAME

Clay Gerhard

STREET ADDRESS, CITY, STATE

620 E. Riverside Ave. Decatur, IL 62521

Signed and sworn to before me 17 day of May, 2023



Melanie Moore
Notary Public

Exhibit 1

PARCEL 1:

LOT TWO (2) OF JEDLICKA ADDITION, AS PER PLAT RECORDED IN BOOK 5000, PAGE 51 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THAT PART OF LOT TWO (2) OF JEDLICKA ADDITION LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 2.38 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID LOT 2 AS MEASURED ALONG THE NORTH LINE THEREOF; THENCE S.01°-23'-34"W. FOR 211.02 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 85.44 FEET, AN ARC DISTANCE OF 69.94 FEET, A CHORD DISTANCE OF 68.01 FEET AND A CHORD BEARING OF S.24°-50'-37"W.; THENCE S.48°-17'-40"W. FOR 34.11 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 215.00 FEET, AN ARC DISTANCE OF 50.64 FEET, A CHORD DISTANCE OF 50.53 FEET AND A CHORD BEARING OF S.41°-32'-47"W.; THENCE S.34°-47'-53"W. FOR 15.00 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 409.45 FEET, AN ARC DISTANCE OF 89.40 FEET, A CHORD DISTANCE OF 89.23 FEET AND A CHORD BEARING OF S.41°-03'-12"W.; THENCE S.47°-18'-31"W. FOR 204.35 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET, AN ARC DISTANCE OF 138.74 FEET, A CHORD DISTANCE OF 137.75 FEET AND CHORD BEARING OF S.59°-10'-22"W.; THENCE S.71°-02'-13"W. FOR 116.82 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 281.86 FEET, AN ARC DISTANCE OF 84.88 FEET, A CHORD DISTANCE OF 84.55 FEET AND A CHORD BEARING OF S.62°-24'-37"W.; THENCE S.53°-47'-02"W. FOR 15.00 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 177.05 FEET, AN ARC DISTANCE OF 78.84 FEET, A CHORD DISTANCE OF 78.19 FEET AND A CHORD BEARING OF S.66°-32'-25"W.; THENCE S.79°-17'-48"W. FOR 15.00 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 214.82 FEET, AN ARC DISTANCE OF 161.74 FEET, A CHORD DISTANCE OF 157.95 FEET AND A CHORD BEARING OF S.57°-43'-39"W.; THENCE S.36°-09'-30"W. FOR 96.35 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 85.00 FEET, AN ARC DISTANCE OF 34.09 FEET, A CHORD DISTANCE OF 33.86 FEET AND A CHORD BEARING OF S.47°-38'-55"W.; THENCE S.59°-08'-17"W. FOR 61.20 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 12.68 FEET, A CHORD DISTANCE OF 12.61 FEET AND A CHORD BEARING OF S.69°-31'-05"W.; TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 2, SAID POINT BEING 8.16 FEET SOUTHWESTERLY OF THE SOUTHWEST CORNER OF LOT 1 OF SAID JEDLICKA ADDITION AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 AND CONTAINING IN ALL 0.229 ACRES MORE OR LESS.

PIN# 04-12-04-101-010

PARCEL 2:

LOT 2 OF UNIVERSITY PLACE 13TH ADDITION AS PER PLAT RECORDED IN BOOK 1832 ON PAGE 732 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 04-12-16-354-028

PARCEL 3:

A TRACT OF GROUND OF FIVE (5) ACRES OF EQUAL WIDTH OFF OF THE ENTIRE NORTH END OF THE FOLLOWING REAL ESTATE:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION THIRTY-ONE (31), TOWNSHIP SIXTEEN (16) NORTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST ALONG THE SECTION LINE FIFTY (50) RODS; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION TO THE NORTH LINE OF SAID SECTION, THENCE WEST FIFTY (50) RODS TO

THE NORTHWEST CORNER OF SAID SECTION, THENCE SOUTH ALONG THE SECTION LINE TO THE BEGINNING.

PIN# 09-13-31-100-011

PARCEL 4:

A TRACT OF LAND IN THE NORTHWEST 1/4, NORTHWEST 1/4, SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 825 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4, SECTION 31, THENCE SOUTH 264 FEET, THENCE EAST 400.5 FEET MORE OR LESS TO CITY OF DECATUR, LAKE DECATUR LAND BOUNDARY, THENCE NORTHEAST AND NORTHWEST ALONG SAID CITY OF DECATUR LAND BOUNDARY TO THE NORTH LINE OF SAID NORTHWEST 1/4, NORTHWEST 1/4, SECTION 31, THENCE WEST 365 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF MACON, STATE OF ILLINOIS.

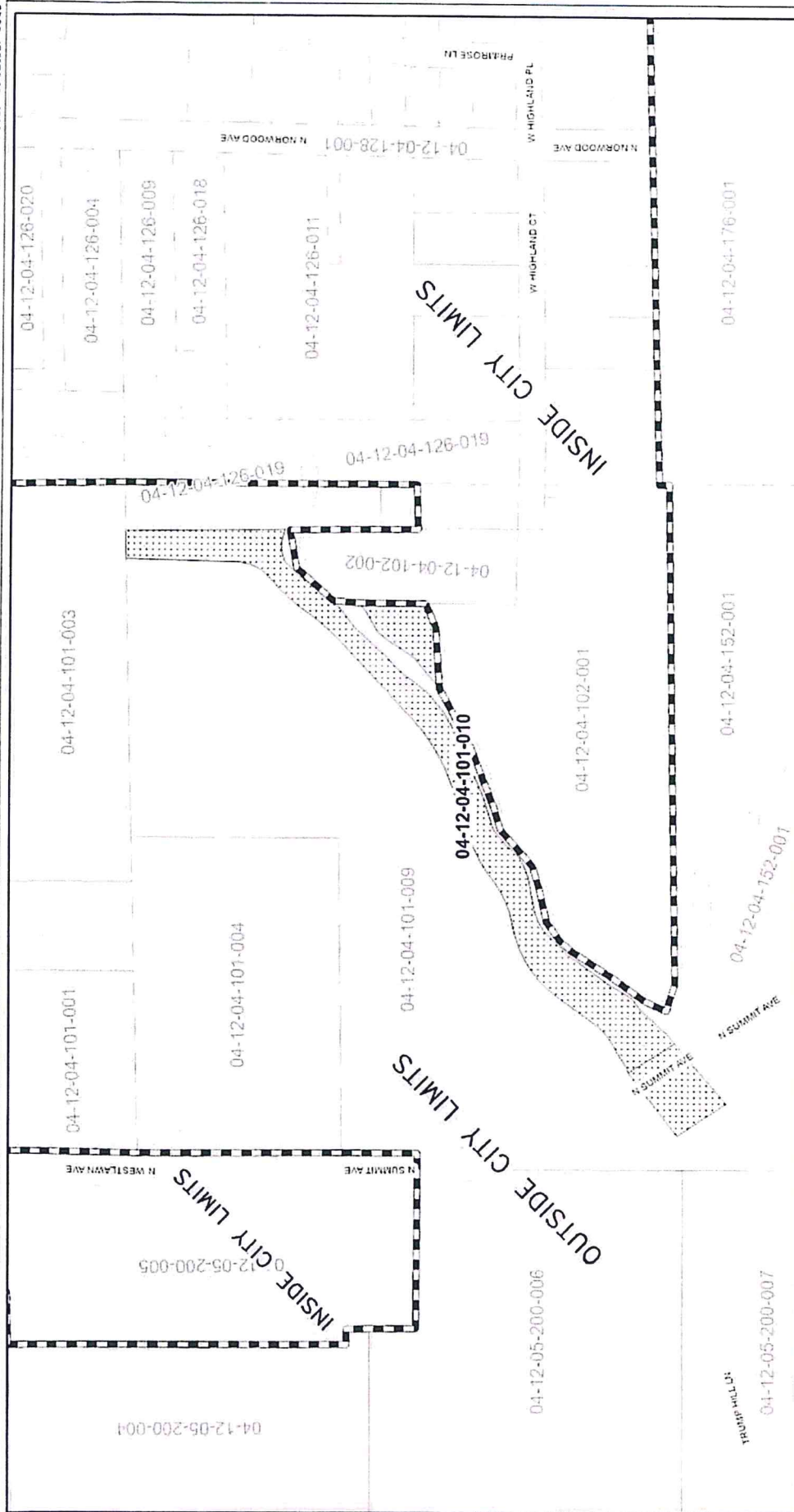
PIN# 09-13-31-100-012

PARCEL 5:

TRACT I: THE NORTH 75 FEET OF THE SOUTH 62 ACRES OF THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., BEING THAT STRIP OF LAND 75 FEET WIDE NORTH AND SOUTH, LOCATED IMMEDIATELY TO THE SOUTH OF AND CONTIGUOUS WITH THAT REAL ESTATE NOW OWNED BY THE GRANTEE IN THE SAID EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 31. SITUATED IN MACON COUNTY, ILLINOIS.

TRACT II: A STRIP OF LAND 30 FEET IN WIDTH DEDICATED TO THE DECATUR PARK DISTRICT IN BUCKHEAD ESTATES AS PER PLAT RECORDED IN BOOK 5000, PAGE 20, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 14 IN SAID BUCKHEAD ESTATES, THENCE N.89°-07'-25"E. 30.01 FEET TO A POINT ON THE EAST LINE OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., THENCE SOUTH ON AND ALONG SAID EAST LINE OF SAID SECTION 31, 474.51 FEET, THENCE N.89°-45'-22"W. 30.00 FEET, THENCE N.00°-14'-38"E. TO THE POINT OF BEGINNING. SAID STRIP OF LAND CONTAINING .327 ACRES MORE OR LESS.

PIN# 09-13-31-400-003



LOCATION MAP OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

DECATUR PARCELS PARCEL 1



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

ORDINANCE NO:

DATE:

ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

..... indicates territory annexed

Indicates existing corporate limits

3.082 acres

0.005 sq. miles

114.98 lin. ft. of public road

Decatur **township**

Z 

Public Works

DATE: 6/13/2023

MEMO: 2023-54

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 04-12-16-354-028

ATTACHMENTS:

Description	Type
Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 04-12-16-354-028	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING DECATUR PARK DISTRICT OWNED UNDEVELOPED
PROPERTY IDENTIFIED AS PIN# 04-12-16-354-028**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Clay Gerhard, Executive Director the Decatur Park District requesting that there be annexed to the City properties described on said petition.

Lot 2 of University Place 13th Addition as per plat recorded in Book 1832 on Page 732 of the records in the Recorder's Office of Macon County, Illinois.

PIN# 04-12-16-354-028

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

UNDEVELOPED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That it is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex Multiple Locations legally described as follows:

SEE EXHIBIT 1

PIN # 04-12-04-101-010, 04-12-16-354-028, 09-13-31-100-011, 09-13-31-100-012, 09-13-31-400-003

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

SIGNATURE

Clay Gerhard

PRINTED NAME

Clay Gerhard

STREET ADDRESS, CITY, STATE

420 E. Riverside Ave. Decatur, IL 62521

Signed and sworn to before me 17 day of May, 2023



Melanie Moore
Notary Public

Exhibit 1

PARCEL 1:

LOT TWO (2) OF JEDLICKA ADDITION, AS PER PLAT RECORDED IN BOOK 5000, PAGE 51 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THAT PART OF LOT TWO (2) OF JEDLICKA ADDITION LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 2.38 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID LOT 2 AS MEASURED ALONG THE NORTH LINE THEREOF; THENCE S.01°-23'-34"W. FOR 211.02 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 85.44 FEET, AN ARC DISTANCE OF 69.94 FEET, A CHORD DISTANCE OF 68.01 FEET AND A CHORD BEARING OF S.24°-50'-37"W.; THENCE S.48°-17'-40"W. FOR 34.11 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 215.00 FEET, AN ARC DISTANCE OF 50.64 FEET, A CHORD DISTANCE OF 50.53 FEET AND A CHORD BEARING OF S.41°-32'-47"W.; THENCE S.34°-47'-53"W. FOR 15.00 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 409.45 FEET, AN ARC DISTANCE OF 89.40 FEET, A CHORD DISTANCE OF 89.23 FEET AND A CHORD BEARING OF S.41°-03'-12"W.; THENCE S.47°-18'-31"W. FOR 204.35 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET, AN ARC DISTANCE OF 138.74 FEET, A CHORD DISTANCE OF 137.75 FEET AND CHORD BEARING OF S.59°-10'-22"W.; THENCE S.71°-02'-13"W. FOR 116.82 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 281.86 FEET, AN ARC DISTANCE OF 84.88 FEET, A CHORD DISTANCE OF 84.55 FEET AND A CHORD BEARING OF S.62°-24'-37"W.; THENCE S.53°-47'-02"W. FOR 15.00 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 177.05 FEET, AN ARC DISTANCE OF 78.84 FEET, A CHORD DISTANCE OF 78.19 FEET AND A CHORD BEARING OF S.66°-32'-25"W.; THENCE S.79°-17'-48"W. FOR 15.00 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 214.82 FEET, AN ARC DISTANCE OF 161.74 FEET, A CHORD DISTANCE OF 157.95 FEET AND A CHORD BEARING OF S.57°-43'-39"W.; THENCE S.36°-09'-30"W. FOR 96.35 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 85.00 FEET, AN ARC DISTANCE OF 34.09 FEET, A CHORD DISTANCE OF 33.86 FEET AND A CHORD BEARING OF S.47°-38'-55"W.; THENCE S.59°-08'-17"W. FOR 61.20 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 12.68 FEET, A CHORD DISTANCE OF 12.61 FEET AND A CHORD BEARING OF S.69°-31'-05"W.; TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 2, SAID POINT BEING 8.16 FEET SOUTHWESTERLY OF THE SOUTHWEST CORNER OF LOT 1 OF SAID JEDLICKA ADDITION AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 AND CONTAINING IN ALL 0.229 ACRES MORE OR LESS.

PIN# 04-12-04-101-010

PARCEL 2:

LOT 2 OF UNIVERSITY PLACE 13TH ADDITION AS PER PLAT RECORDED IN BOOK 1832 ON PAGE 732 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 04-12-16-354-028

PARCEL 3:

A TRACT OF GROUND OF FIVE (5) ACRES OF EQUAL WIDTH OFF OF THE ENTIRE NORTH END OF THE FOLLOWING REAL ESTATE:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION THIRTY-ONE (31), TOWNSHIP SIXTEEN (16) NORTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST ALONG THE SECTION LINE FIFTY (50) RODS; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION TO THE NORTH LINE OF SAID SECTION, THENCE WEST FIFTY (50) RODS TO

THE NORTHWEST CORNER OF SAID SECTION, THENCE SOUTH ALONG THE SECTION LINE TO THE BEGINNING.

PIN# 09-13-31-100-011

PARCEL 4:

A TRACT OF LAND IN THE NORTHWEST 1/4, NORTHWEST 1/4, SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 825 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4, SECTION 31, THENCE SOUTH 264 FEET, THENCE EAST 400.5 FEET MORE OR LESS TO CITY OF DECATUR, LAKE DECATUR LAND BOUNDARY, THENCE NORTHEAST AND NORTHWEST ALONG SAID CITY OF DECATUR LAND BOUNDARY TO THE NORTH LINE OF SAID NORTHWEST 1/4, NORTHWEST 1/4, SECTION 31, THENCE WEST 365 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF MACON, STATE OF ILLINOIS.

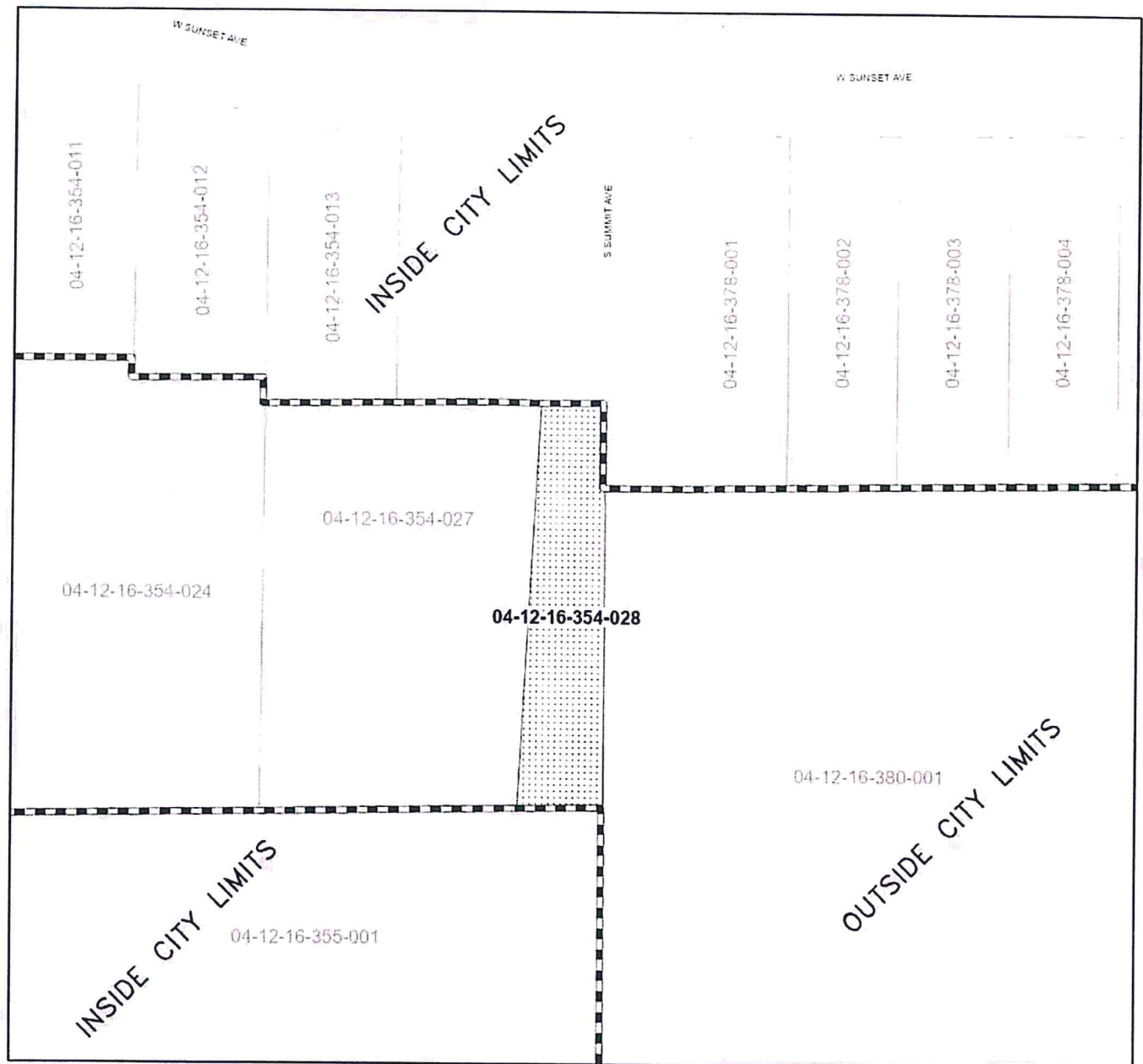
PIN# 09-13-31-100-012

PARCEL 5:

TRACT I: THE NORTH 75 FEET OF THE SOUTH 62 ACRES OF THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., BEING THAT STRIP OF LAND 75 FEET WIDE NORTH AND SOUTH, LOCATED IMMEDIATELY TO THE SOUTH OF AND CONTIGUOUS WITH THAT REAL ESTATE NOW OWNED BY THE GRANTEE IN THE SAID EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 31. SITUATED IN MACON COUNTY, ILLINOIS.

TRACT II: A STRIP OF LAND 30 FEET IN WIDTH DEDICATED TO THE DECATUR PARK DISTRICT IN BUCKHEAD ESTATES AS PER PLAT RECORDED IN BOOK 5000, PAGE 20, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 14 IN SAID BUCKHEAD ESTATES, THENCE N.89°-07'-25"E. 30.01 FEET TO A POINT ON THE EAST LINE OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., THENCE SOUTH ON AND ALONG SAID EAST LINE OF SAID SECTION 31, 474.51 FEET, THENCE N.89°-45'-22"W. 30.00 FEET, THENCE N.00°-14'-38"E. TO THE POINT OF BEGINNING. SAID STRIP OF LAND CONTAINING .327 ACRES MORE OR LESS.

PIN# 09-13-31-400-003



LOCATION MAP OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
DECATUR PARK DISTRICT PARCEL 2

	Indicates territory annexed
	Indicates existing corporate limits
0.15	acres
0.0002	sq. miles
None	lin. ft. of public road
Decatur	township



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

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

Exhibit B

ORDINANCE NO: _____

DATE: _____



3-10-23

ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

Public Works

DATE: 6/13/2023

MEMO: 2023-54

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 09-13-31-100-011

ATTACHMENTS:

Description	Type
Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 09-13-31-100-011	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING DECATUR PARK DISTRICT OWNED UNDEVELOPED
PROPERTY IDENTIFIED AS PIN# 09-13-31-100-011**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Clay Gerhard, Executive Director the Decatur Park District requesting that there be annexed to the City properties described on said petition.

A tract of ground of five (5) acres of equal width off of the entire North end of the following real estate: Beginning at the Southwest corner of Section Thirty-one (31), Township Sixteen (16) North, Range Three (3) East of the Third Principal Meridian, thence East along the Section line Fifty (50) rods; thence North parallel with the West line of said section to the North line of said section, thence West fifty (50) rods to the Northwest corner of said section, thence South along the section line to the beginning.

PIN# 09-13-31-100-011

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

UNDEVELOPED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That it is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex Multiple Locations legally described as follows:

SEE EXHIBIT 1

PIN # 04-12-04-101-010, 04-12-16-354-028, 09-13-31-100-011, 09-13-31-100-012, 09-13-31-400-003

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

SIGNATURE

Clay Gerhard

PRINTED NAME

Clay Gerhard

STREET ADDRESS, CITY, STATE

420 E. Riverside Ave. Decatur, IL 62521

Signed and sworn to before me 17 day of May, 2023



Melanie Moore
Notary Public

Exhibit 1

PARCEL 1:

LOT TWO (2) OF JEDLICKA ADDITION, AS PER PLAT RECORDED IN BOOK 5000, PAGE 51 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THAT PART OF LOT TWO (2) OF JEDLICKA ADDITION LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 2.38 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID LOT 2 AS MEASURED ALONG THE NORTH LINE THEREOF; THENCE S.01°-23'-34"W. FOR 211.02 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 85.44 FEET, AN ARC DISTANCE OF 69.94 FEET, A CHORD DISTANCE OF 68.01 FEET AND A CHORD BEARING OF S.24°-50'-37"W.; THENCE S.48°-17'-40"W. FOR 34.11 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 215.00 FEET, AN ARC DISTANCE OF 50.64 FEET, A CHORD DISTANCE OF 50.53 FEET AND A CHORD BEARING OF S.41°-32'-47"W.; THENCE S.34°-47'-53"W. FOR 15.00 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 409.45 FEET, AN ARC DISTANCE OF 89.40 FEET, A CHORD DISTANCE OF 89.23 FEET AND A CHORD BEARING OF S.41°-03'-12"W.; THENCE S.47°-18'-31"W. FOR 204.35 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET, AN ARC DISTANCE OF 138.74 FEET, A CHORD DISTANCE OF 137.75 FEET AND CHORD BEARING OF S.59°-10'-22"W.; THENCE S.71°-02'-13"W. FOR 116.82 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 281.86 FEET, AN ARC DISTANCE OF 84.88 FEET, A CHORD DISTANCE OF 84.55 FEET AND A CHORD BEARING OF S.62°-24'-37"W.; THENCE S.53°-47'-02"W. FOR 15.00 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 177.05 FEET, AN ARC DISTANCE OF 78.84 FEET, A CHORD DISTANCE OF 78.19 FEET AND A CHORD BEARING OF S.66°-32'-25"W.; THENCE S.79°-17'-48"W. FOR 15.00 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 214.82 FEET, AN ARC DISTANCE OF 161.74 FEET, A CHORD DISTANCE OF 157.95 FEET AND A CHORD BEARING OF S.57°-43'-39"W.; THENCE S.36°-09'-30"W. FOR 96.35 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 85.00 FEET, AN ARC DISTANCE OF 34.09 FEET, A CHORD DISTANCE OF 33.86 FEET AND A CHORD BEARING OF S.47°-38'-55"W.; THENCE S.59°-08'-17"W. FOR 61.20 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 12.68 FEET, A CHORD DISTANCE OF 12.61 FEET AND A CHORD BEARING OF S.69°-31'-05"W.; TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 2, SAID POINT BEING 8.16 FEET SOUTHWESTERLY OF THE SOUTHWEST CORNER OF LOT 1 OF SAID JEDLICKA ADDITION AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 AND CONTAINING IN ALL 0.229 ACRES MORE OR LESS.

PIN# 04-12-04-101-010

PARCEL 2:

LOT 2 OF UNIVERSITY PLACE 13TH ADDITION AS PER PLAT RECORDED IN BOOK 1832 ON PAGE 732 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 04-12-16-354-028

PARCEL 3:

A TRACT OF GROUND OF FIVE (5) ACRES OF EQUAL WIDTH OFF OF THE ENTIRE NORTH END OF THE FOLLOWING REAL ESTATE:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION THIRTY-ONE (31), TOWNSHIP SIXTEEN (16) NORTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST ALONG THE SECTION LINE FIFTY (50) RODS; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION TO THE NORTH LINE OF SAID SECTION, THENCE WEST FIFTY (50) RODS TO

THE NORTHWEST CORNER OF SAID SECTION, THENCE SOUTH ALONG THE SECTION LINE TO THE BEGINNING.

PIN# 09-13-31-100-011

PARCEL 4:

A TRACT OF LAND IN THE NORTHWEST 1/4, NORTHWEST 1/4, SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 825 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4, SECTION 31, THENCE SOUTH 264 FEET, THENCE EAST 400.5 FEET MORE OR LESS TO CITY OF DECATUR, LAKE DECATUR LAND BOUNDARY, THENCE NORTHEAST AND NORTHWEST ALONG SAID CITY OF DECATUR LAND BOUNDARY TO THE NORTH LINE OF SAID NORTHWEST 1/4, NORTHWEST 1/4, SECTION 31, THENCE WEST 365 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF MACON, STATE OF ILLINOIS.

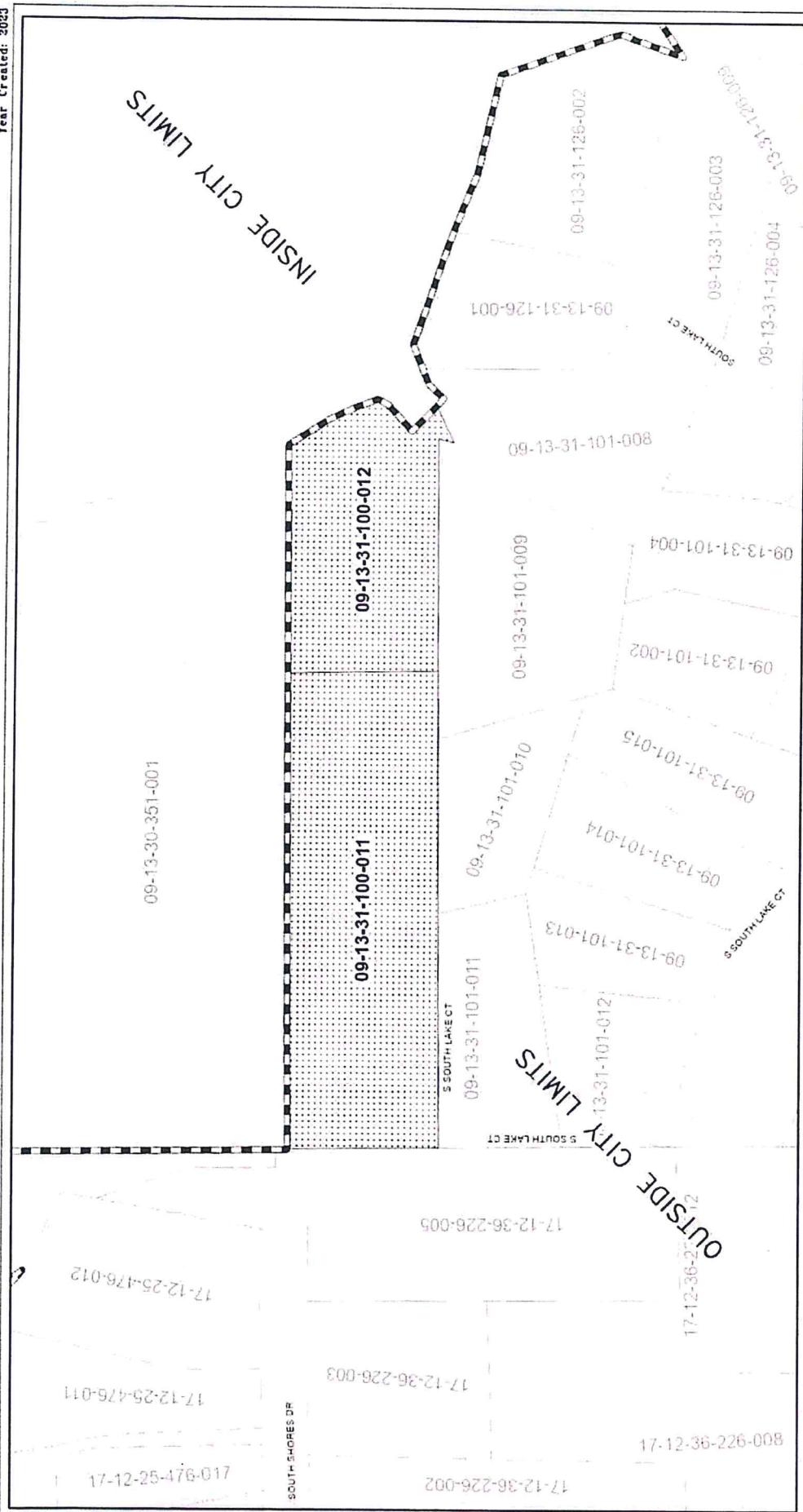
PIN# 09-13-31-100-012

PARCEL 5:

TRACT I: THE NORTH 75 FEET OF THE SOUTH 62 ACRES OF THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., BEING THAT STRIP OF LAND 75 FEET WIDE NORTH AND SOUTH, LOCATED IMMEDIATELY TO THE SOUTH OF AND CONTIGUOUS WITH THAT REAL ESTATE NOW OWNED BY THE GRANTEE IN THE SAID EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 31. SITUATED IN MACON COUNTY, ILLINOIS.

TRACT II: A STRIP OF LAND 30 FEET IN WIDTH DEDICATED TO THE DECATUR PARK DISTRICT IN BUCKHEAD ESTATES AS PER PLAT RECORDED IN BOOK 5000, PAGE 20, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 14 IN SAID BUCKHEAD ESTATES, THENCE N.89°-07'-25"E. 30.01 FEET TO A POINT ON THE EAST LINE OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., THENCE SOUTH ON AND ALONG SAID EAST LINE OF SAID SECTION 31, 474.51 FEET, THENCE N.89°-45'-22"W. 30.00 FEET, THENCE N.00°-14'-38"E. TO THE POINT OF BEGINNING. SAID STRIP OF LAND CONTAINING .327 ACRES MORE OR LESS.

PIN# 09-13-31-400-003



LOCATION MAP OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

DECATUR PARK DISTRICT PARCEL 3 & PARCEL 4
~~DECATUR PARK DISTRICT PARCEL 3 & PARCEL 4~~

indicates territory annexed

indicates existing corporate limits

acros

sq: miles

lin. ft. of public road

township

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO:

DATE:

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



Public Works

DATE: 6/13/2023

MEMO: 2023-54

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 09-13-31-100-012

ATTACHMENTS:

Description	Type
Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 09-13-31-100-012	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING DECATUR PARK DISTRICT OWNED UNDEVELOPED
PROPERTY IDENTIFIED AS PIN# 09-13-31-100-012**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Clay Gerhard, Executive Director the Decatur Park District requesting that there be annexed to the City properties described on said petition.

A tract of land in the Northwest 1/4, Northwest 1/4, Section 31, Township 16 North, Range 3 East of the 3rd P.M., more particularly described as follows: Beginning at a point 825 feet East of the Northwest corner of said Northwest 1/4, Section 31, thence South 264 feet, thence East 400.5 feet more or less to City of Decatur, Lake Decatur Land Boundary, thence Northeast and Northwest along said City of Decatur Land Boundary to the North line of said Northwest 1/4, Northwest 1/4, Section 31, thence West 365 feet to the point of beginning, situated in the County of Macon, State of Illinois.

PIN# 09-13-31-100-012

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

UNDEVELOPED

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That it is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex Multiple Locations legally described as follows:

SEE EXHIBIT 1

PIN # 04-12-04-101-010, 04-12-16-354-028, 09-13-31-100-011, 09-13-31-100-012, 09-13-31-400-003

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

SIGNATURE

Clay Gerhard

PRINTED NAME

Clay Gerhard

STREET ADDRESS, CITY, STATE

420 E. Riverside Ave. Decatur, IL 62521

Signed and sworn to before me 17 day of May, 2023



Melanie Moore
Notary Public

Exhibit 1

PARCEL 1:

LOT TWO (2) OF JEDLICKA ADDITION, AS PER PLAT RECORDED IN BOOK 5000, PAGE 51 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THAT PART OF LOT TWO (2) OF JEDLICKA ADDITION LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 2.38 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID LOT 2 AS MEASURED ALONG THE NORTH LINE THEREOF; THENCE S.01°-23'-34"W. FOR 211.02 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 85.44 FEET, AN ARC DISTANCE OF 69.94 FEET, A CHORD DISTANCE OF 68.01 FEET AND A CHORD BEARING OF S.24°-50'-37"W.; THENCE S.48°-17'-40"W. FOR 34.11 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 215.00 FEET, AN ARC DISTANCE OF 50.64 FEET, A CHORD DISTANCE OF 50.53 FEET AND A CHORD BEARING OF S.41°-32'-47"W.; THENCE S.34°-47'-53"W. FOR 15.00 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 409.45 FEET, AN ARC DISTANCE OF 89.40 FEET, A CHORD DISTANCE OF 89.23 FEET AND A CHORD BEARING OF S.41°-03'-12"W.; THENCE S.47°-18'-31"W. FOR 204.35 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET, AN ARC DISTANCE OF 138.74 FEET, A CHORD DISTANCE OF 137.75 FEET AND CHORD BEARING OF S.59°-10'-22"W.; THENCE S.71°-02'-13"W. FOR 116.82 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 281.86 FEET, AN ARC DISTANCE OF 84.88 FEET, A CHORD DISTANCE OF 84.55 FEET AND A CHORD BEARING OF S.62°-24'-37"W.; THENCE S.53°-47'-02"W. FOR 15.00 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 177.05 FEET, AN ARC DISTANCE OF 78.84 FEET, A CHORD DISTANCE OF 78.19 FEET AND A CHORD BEARING OF S.66°-32'-25"W.; THENCE S.79°-17'-48"W. FOR 15.00 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 214.82 FEET, AN ARC DISTANCE OF 161.74 FEET, A CHORD DISTANCE OF 157.95 FEET AND A CHORD BEARING OF S.57°-43'-39"W.; THENCE S.36°-09'-30"W. FOR 96.35 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 85.00 FEET, AN ARC DISTANCE OF 34.09 FEET, A CHORD DISTANCE OF 33.86 FEET AND A CHORD BEARING OF S.47°-38'-55"W.; THENCE S.59°-08'-17"W. FOR 61.20 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 12.68 FEET, A CHORD DISTANCE OF 12.61 FEET AND A CHORD BEARING OF S.69°-31'-05"W.; TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 2, SAID POINT BEING 8.16 FEET SOUTHWESTERLY OF THE SOUTHWEST CORNER OF LOT 1 OF SAID JEDLICKA ADDITION AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 AND CONTAINING IN ALL 0.229 ACRES MORE OR LESS.

PIN# 04-12-04-101-010

PARCEL 2:

LOT 2 OF UNIVERSITY PLACE 13TH ADDITION AS PER PLAT RECORDED IN BOOK 1832 ON PAGE 732 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 04-12-16-354-028

PARCEL 3:

A TRACT OF GROUND OF FIVE (5) ACRES OF EQUAL WIDTH OFF OF THE ENTIRE NORTH END OF THE FOLLOWING REAL ESTATE:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION THIRTY-ONE (31), TOWNSHIP SIXTEEN (16) NORTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST ALONG THE SECTION LINE FIFTY (50) RODS; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION TO THE NORTH LINE OF SAID SECTION, THENCE WEST FIFTY (50) RODS TO

THE NORTHWEST CORNER OF SAID SECTION, THENCE SOUTH ALONG THE SECTION LINE TO THE BEGINNING.

PIN# 09-13-31-100-011

PARCEL 4:

A TRACT OF LAND IN THE NORTHWEST 1/4, NORTHWEST 1/4, SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 825 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4, SECTION 31, THENCE SOUTH 264 FEET, THENCE EAST 400.5 FEET MORE OR LESS TO CITY OF DECATUR, LAKE DECATUR LAND BOUNDARY, THENCE NORTHEAST AND NORTHWEST ALONG SAID CITY OF DECATUR LAND BOUNDARY TO THE NORTH LINE OF SAID NORTHWEST 1/4, NORTHWEST 1/4, SECTION 31, THENCE WEST 365 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF MACON, STATE OF ILLINOIS.

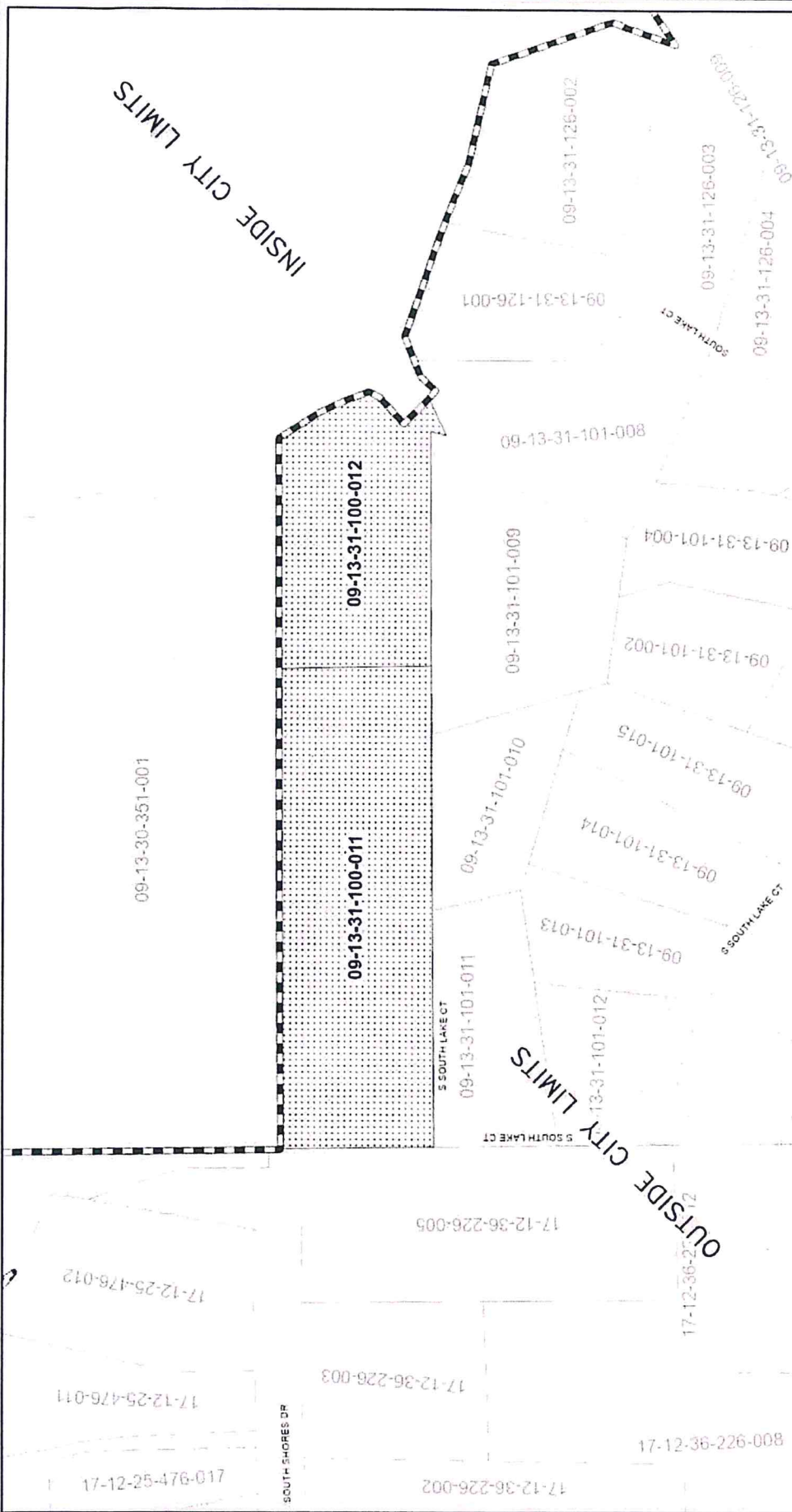
PIN# 09-13-31-100-012

PARCEL 5:

TRACT I: THE NORTH 75 FEET OF THE SOUTH 62 ACRES OF THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., BEING THAT STRIP OF LAND 75 FEET WIDE NORTH AND SOUTH, LOCATED IMMEDIATELY TO THE SOUTH OF AND CONTIGUOUS WITH THAT REAL ESTATE NOW OWNED BY THE GRANTEE IN THE SAID EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 31. SITUATED IN MACON COUNTY, ILLINOIS.

TRACT II: A STRIP OF LAND 30 FEET IN WIDTH DEDICATED TO THE DECATUR PARK DISTRICT IN BUCKHEAD ESTATES AS PER PLAT RECORDED IN BOOK 5000, PAGE 20, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 14 IN SAID BUCKHEAD ESTATES, THENCE N.89°-07'-25"E. 30.01 FEET TO A POINT ON THE EAST LINE OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., THENCE SOUTH ON AND ALONG SAID EAST LINE OF SAID SECTION 31, 474.51 FEET, THENCE N.89°-45'-22"W. 30.00 FEET, THENCE N.00°-14'-38"E. TO THE POINT OF BEGINNING. SAID STRIP OF LAND CONTAINING .327 ACRES MORE OR LESS.

PIN# 09-13-31-400-003



LOCATION MAP OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

DECATUR PARK DISTRICT PARCEL 3 & PARCEL 4

- Indicates territory annexed
- Indicates existing corporate limits
- acres
- sq. miles
- lin. ft. of public road
- Long Creek township



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

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO: _____

DATE: _____

Public Works

DATE: 6/13/2023

MEMO: 2023-54

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 09-13-31-400-003

ATTACHMENTS:

Description	Type
Ordinance Annexing Decatur Park District Owned Undeveloped Property Identified as PIN# 09-13-31-400-003	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING DECATUR PARK DISTRICT OWNED UNDEVELOPED
PROPERTY IDENTIFIED AS PIN# 09-13-31-400-003**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Clay Gerhard, Executive Director the Decatur Park District requesting that there be annexed to the City properties described on said petition.

Tract I: 1726/134

The North 75 feet of the South 62 acres of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 31, Township 16 North, Range 3 East of the 3rd P.M., being that strip of land 75 feet wide North and South, located immediately to the South of and contiguous with that real estate now owned by the Grantee in the said East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 31. Situated in Macon County, Illinois.

Tract II: 5000/20

A strip of land 30 feet in width Dedicated to the Decatur Park District in Buckhead Estates as per plat recorded in Book 5000, Page 20, more particularly described as follows: Beginning at the Northeast corner of Lot 14 in said Buckhead Estates, thence N.89°-07'-25"E. 30.01 feet to a point on the East line of Section 31, Township 16 North, Range 3 East of the 3rd P.M., thence South on and along said East line of said Section 31, 474.51 feet, thence N.89°-45'-22"W. 30.00 feet, thence N.00°-14'-38"E. to the point of beginning. Said strip of land containing .327 acres more or less.

PIN# 09-13-31-400-003

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That it is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex Multiple Locations legally described as follows:

SEE EXHIBIT 1

PIN # 04-12-04-101-010, 04-12-16-354-028, 09-13-31-100-011, 09-13-31-100-012, 09-13-31-400-003

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

SIGNATURE

Clay Gerhard

PRINTED NAME

Clay Gerhard

STREET ADDRESS, CITY, STATE

420 E. Riverside Ave. Decatur, IL 62521

Signed and sworn to before me 17 day of May, 2023



Melanie Moore
Notary Public

Exhibit 1

PARCEL 1:

LOT TWO (2) OF JEDLICKA ADDITION, AS PER PLAT RECORDED IN BOOK 5000, PAGE 51 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THAT PART OF LOT TWO (2) OF JEDLICKA ADDITION LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 2, SAID POINT BEING 2.38 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID LOT 2 AS MEASURED ALONG THE NORTH LINE THEREOF; THENCE S.01°-23'-34"W. FOR 211.02 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 85.44 FEET, AN ARC DISTANCE OF 69.94 FEET, A CHORD DISTANCE OF 68.01 FEET AND A CHORD BEARING OF S.24°-50'-37"W.; THENCE S.48°-17'-40"W. FOR 34.11 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 215.00 FEET, AN ARC DISTANCE OF 50.64 FEET, A CHORD DISTANCE OF 50.53 FEET AND A CHORD BEARING OF S.41°-32'-47"W.; THENCE S.34°-47'-53"W. FOR 15.00 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 409.45 FEET, AN ARC DISTANCE OF 89.40 FEET, A CHORD DISTANCE OF 89.23 FEET AND A CHORD BEARING OF S.41°-03'-12"W.; THENCE S.47°-18'-31"W. FOR 204.35 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET, AN ARC DISTANCE OF 138.74 FEET, A CHORD DISTANCE OF 137.75 FEET AND CHORD BEARING OF S.59°-10'-22"W.; THENCE S.71°-02'-13"W. FOR 116.82 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 281.86 FEET, AN ARC DISTANCE OF 84.88 FEET, A CHORD DISTANCE OF 84.55 FEET AND A CHORD BEARING OF S.62°-24'-37"W.; THENCE S.53°-47'-02"W. FOR 15.00 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 177.05 FEET, AN ARC DISTANCE OF 78.84 FEET, A CHORD DISTANCE OF 78.19 FEET AND A CHORD BEARING OF S.66°-32'-25"W.; THENCE S.79°-17'-48"W. FOR 15.00 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 214.82 FEET, AN ARC DISTANCE OF 161.74 FEET, A CHORD DISTANCE OF 157.95 FEET AND A CHORD BEARING OF S.57°-43'-39"W.; THENCE S.36°-09'-30"W. FOR 96.35 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 85.00 FEET, AN ARC DISTANCE OF 34.09 FEET, A CHORD DISTANCE OF 33.86 FEET AND A CHORD BEARING OF S.47°-38'-55"W.; THENCE S.59°-08'-17"W. FOR 61.20 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, AN ARC DISTANCE OF 12.68 FEET, A CHORD DISTANCE OF 12.61 FEET AND A CHORD BEARING OF S.69°-31'-05"W.; TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 2, SAID POINT BEING 8.16 FEET SOUTHWESTERLY OF THE SOUTHWEST CORNER OF LOT 1 OF SAID JEDLICKA ADDITION AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2 AND CONTAINING IN ALL 0.229 ACRES MORE OR LESS.

PIN# 04-12-04-101-010

PARCEL 2:

LOT 2 OF UNIVERSITY PLACE 13TH ADDITION AS PER PLAT RECORDED IN BOOK 1832 ON PAGE 732 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 04-12-16-354-028

PARCEL 3:

A TRACT OF GROUND OF FIVE (5) ACRES OF EQUAL WIDTH OFF OF THE ENTIRE NORTH END OF THE FOLLOWING REAL ESTATE:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION THIRTY-ONE (31), TOWNSHIP SIXTEEN (16) NORTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST ALONG THE SECTION LINE FIFTY (50) RODS; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION TO THE NORTH LINE OF SAID SECTION, THENCE WEST FIFTY (50) RODS TO

THE NORTHWEST CORNER OF SAID SECTION, THENCE SOUTH ALONG THE SECTION LINE TO THE BEGINNING.

PIN# 09-13-31-100-011

PARCEL 4:

A TRACT OF LAND IN THE NORTHWEST 1/4, NORTHWEST 1/4, SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 825 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4, SECTION 31, THENCE SOUTH 264 FEET, THENCE EAST 400.5 FEET MORE OR LESS TO CITY OF DECATUR, LAKE DECATUR LAND BOUNDARY, THENCE NORTHEAST AND NORTHWEST ALONG SAID CITY OF DECATUR LAND BOUNDARY TO THE NORTH LINE OF SAID NORTHWEST 1/4, NORTHWEST 1/4, SECTION 31, THENCE WEST 365 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF MACON, STATE OF ILLINOIS.

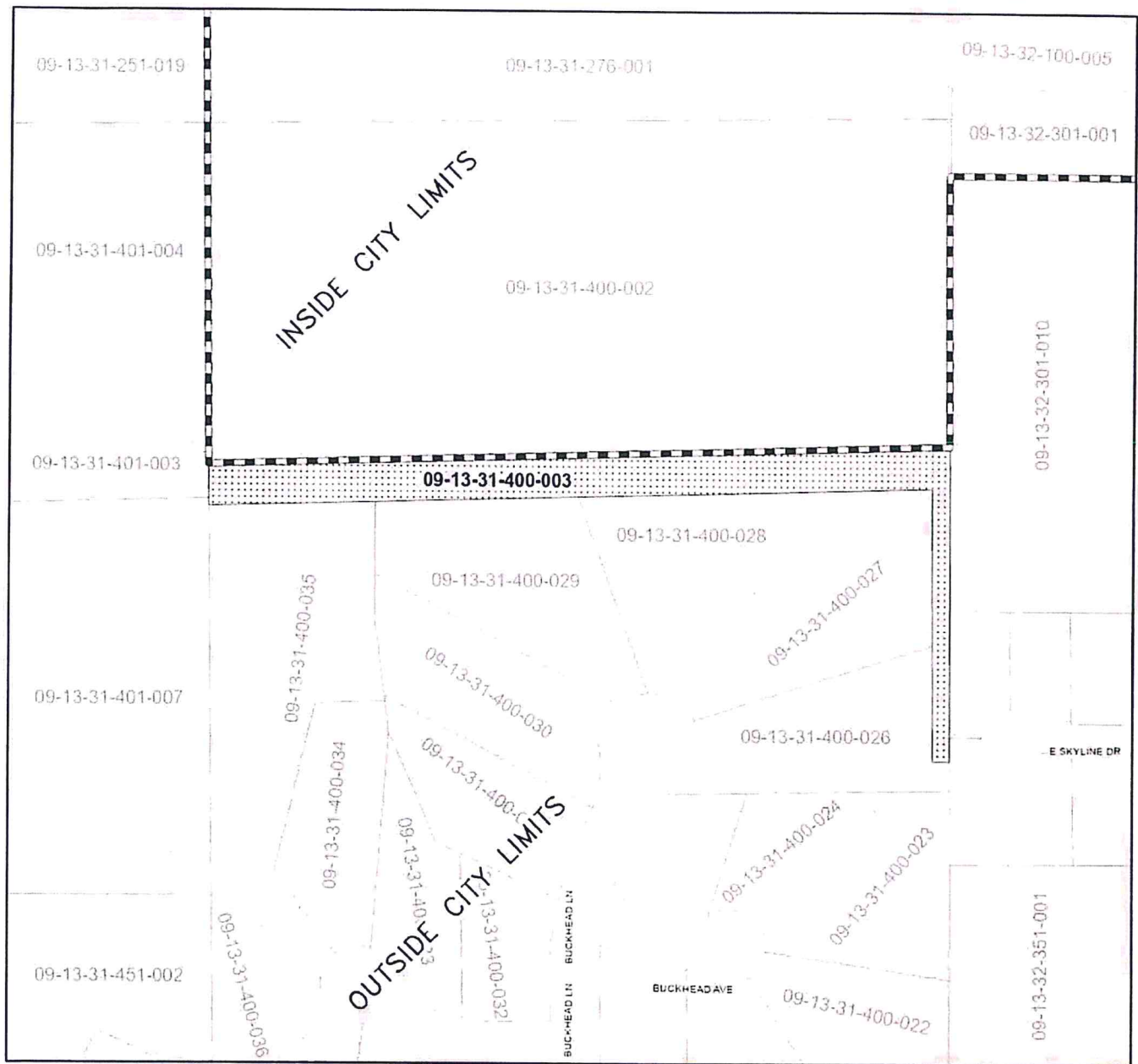
PIN# 09-13-31-100-012

PARCEL 5:

TRACT I: THE NORTH 75 FEET OF THE SOUTH 62 ACRES OF THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., BEING THAT STRIP OF LAND 75 FEET WIDE NORTH AND SOUTH, LOCATED IMMEDIATELY TO THE SOUTH OF AND CONTIGUOUS WITH THAT REAL ESTATE NOW OWNED BY THE GRANTEE IN THE SAID EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 31. SITUATED IN MACON COUNTY, ILLINOIS.

TRACT II: A STRIP OF LAND 30 FEET IN WIDTH DEDICATED TO THE DECATUR PARK DISTRICT IN BUCKHEAD ESTATES AS PER PLAT RECORDED IN BOOK 5000, PAGE 20, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 14 IN SAID BUCKHEAD ESTATES, THENCE N.89°-07'-25"E. 30.01 FEET TO A POINT ON THE EAST LINE OF SECTION 31, TOWNSHIP 16 NORTH, RANGE 3 EAST OF THE 3RD P.M., THENCE SOUTH ON AND ALONG SAID EAST LINE OF SAID SECTION 31, 474.51 FEET, THENCE N.89°-45'-22"W. 30.00 FEET, THENCE N.00°-14'-38"E. TO THE POINT OF BEGINNING. SAID STRIP OF LAND CONTAINING .327 ACRES MORE OR LESS.

PIN# 09-13-31-400-003



LOCATION MAP OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
DECATUR PARK DISTRICT PARCEL 5

	Indicates territory annexed
	Indicates existing corporate limits
2.608	acres
0.004	sq. miles
None	lin. ft. of public road
Long Creek	township



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

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

Exhibit B



ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO: _____

DATE: _____

Public Works

DATE: 6/7/2023

MEMO: 2023-60

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory – 2299 Mesa Drive

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory at 2299 Mesa Drive be approved.

BACKGROUND:

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2299 Mesa Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2299 MESA DRIVE**

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

LOT THIRTEEN (13) OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300, PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #_17-12-36-202-004__

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Celeste Kohlbecker

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2299 Mesa Drive, and legally described as follows:

LOT THIRTEEN (13) OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300, PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-202-004

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

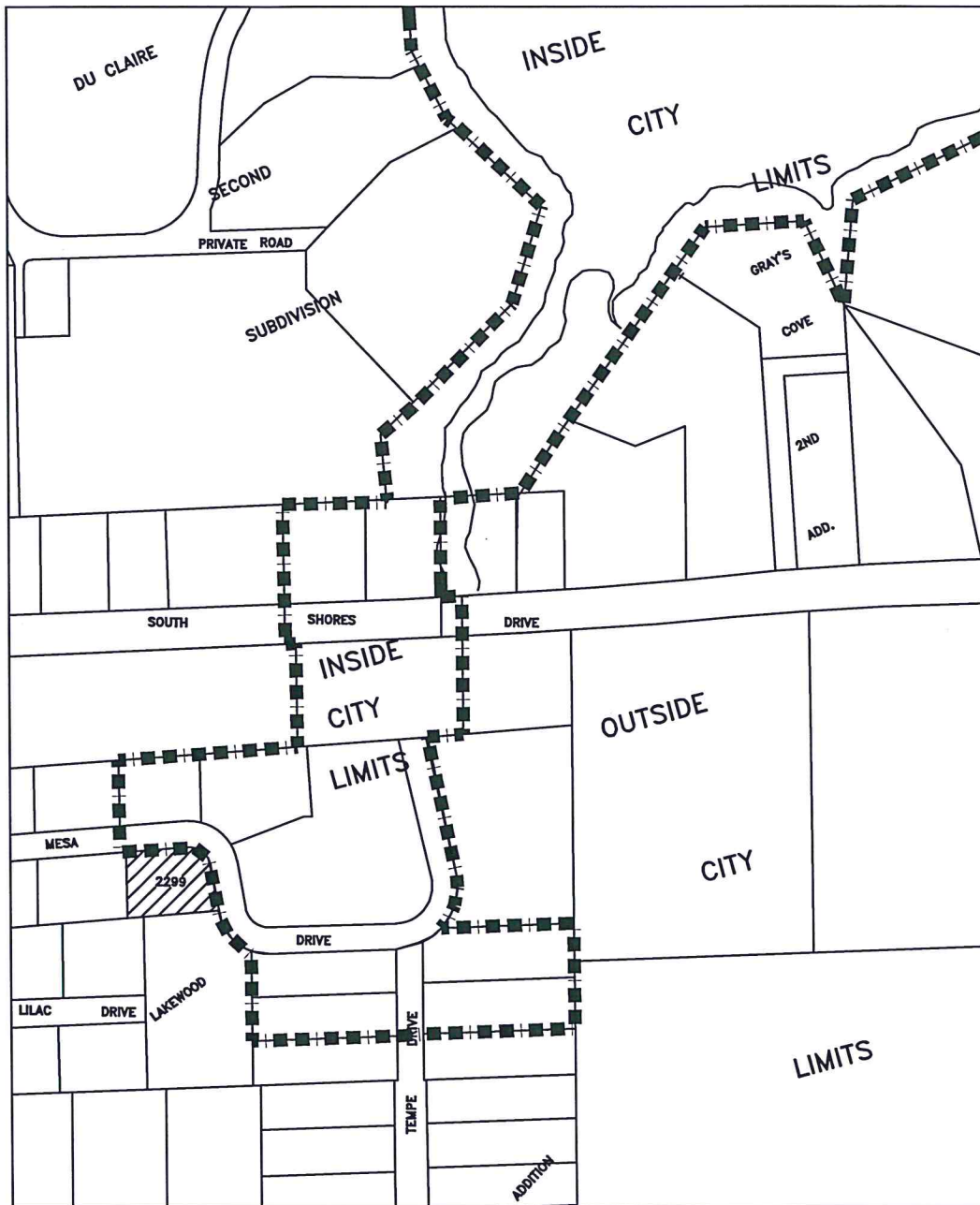
Celeste Kohlbecker Celeste Kohlbecker 2299 Mesa Dr Decatur, IL
62521

Signed and sworn to before me this 24th day of May, 2023



Tara R. Bachstein

Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2299 MESA DRIVE



indicates territory annexed



indicates existing corporate limits

0.44± acres

AREA 0.00069± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



6-6-23

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO: _____

DATE: _____

Public Works

DATE: 6/7/2023

MEMO: 2023-59

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory – 1751 Danceland Road and Vacant Lot

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory at 1751 Danceland Road and Vacant Lot be approved.

BACKGROUND: The subject property is being annexed due to a boat dock permit.

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1751 Danceland Road and Vacant Lot	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1751 DANCELAND ROAD AND VACANT LOT**

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

PARCEL 1: LOT THREE (3) OF DANCELAND ADDITION, AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 200 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PARCEL 2: LOT TWO (2) OF A RESURVEY OF LOT TWO (2) OF DANCELAND ADDITION, AS PER PLAT OF SURVEY RECORDED IN BOOK 4858 ON PAGE 496 AS DOCUMENT NO. 1987545 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 17-12-25-303-010 (PARCEL 1); 17-12-25-303-012 (PARCEL 2)

NOTE: FOR INFORMATIONAL PURPOSES ONLY, THE LAND IS COMMONLY KNOWN AS: 1751 EAST DANCELAND ROAD (PARCEL 1) AND VACANT LOT (PARCEL 2), DECATUR, IL 62521

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1751 Danceland Road, and legally described as follows:

PARCEL 1: LOT THREE (3) OF DANCELAND ADDITION, AS PER PLAT RECORDED IN BOOK 5000 ON PAGE 200 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PARCEL 2: LOT TWO (2) OF A RESURVEY OF LOT TWO (2) OF DANCELAND ADDITION, AS PER PLAT OF SURVEY RECORDED IN BOOK 4858 ON PAGE 496 AS DOCUMENT NO. 1987545 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 17-12-25-303-010 (PARCEL 1); 17-12-25-303-012 (PARCEL 2)

NOTE: FOR INFORMATIONAL PURPOSES ONLY, THE LAND IS COMMONLY KNOWN AS: 1751 EAST DANCELAND ROAD (PARCEL 1) AND VACANT LOT (PARCEL 2), DECATUR, IL 62521

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

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Kate Brown</u>	<u>Kalib Brown</u>	<u>2412 S Glenwood Ave</u>
<u>Kate Brown</u>	<u>Kate Brown</u>	<u>Springfield, IL 62711</u>

Signed and sworn to before me 1st day of June, 2023



Tara R. Bachstein
Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
1751 E. DANCELAND RD & VACANT LOT



indicates territory annexed



indicates existing corporate limits

1.67± acres

AREA 0.00261± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

ORDINANCE NO: _____

DATE: _____

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

Municipal Services

DATE: 6/12/2023

MEMO: 2023-61

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scott Wrighton, City Manager
Matt Newell, Public Works Director

SUBJECT: Resolution Rescinding Resolution No. R2023-64 Accepting Sloan's Implement Sourcewell Contract #110719-JDC For One (1) John Deere 6135E Cab Tractor

SUMMARY RECOMMENDATION:

Staff recommends approving the following Resolutions:

1. Resolution Rescinding Resolution No. R2023-64 accepting the Sourcewell quote of Sloan's Implement Co. Inc. for One (1) John Deere 6135E Cab Tractor for the sum of \$77,428.32 (this included \$93,928.32 for the unit and subtracted \$16,500 to buy back the old unit).
2. Resolution accepting the bid and authorizing the execution of a contract with Sloan's Implement Co. Inc for the Purchase of One (1) John Deere 6135E Cab Tractor, bid in the amount of \$89,990.00.

BACKGROUND:

On April 3, 2023, the City council approved Resolution No. R2023-64 accepting the Sloan's Implement Sourcewell Contract #110719-JDC for One (1) John Deere 6135E Cab Tractor. When establishing the purchase order for this tractor, Sloan's determined that the vendor needed to be listed as Deere & Company to receive the Sourcewell discount. This required that the old resolution be rescinded and a new resolution approved.

After discussions with Sloan and Public Works staff, it was recommended that rebidding the unit and not including the buy back of the old unit may yield a better outcome than using Sourcewell. The City Purchasing Division advertised bids which were opened on June 7, 2023. The bid tabulation is attached as part of the resolution. Sloan Implement Company Inc. provided the sole bid of \$89,990.00, which is \$3,938.32 less than the original Sourcewell bid approved on April 3.

The old unit will be sold.

PRIOR COUNCIL ACTION: Resolution No. R2023-64 passed on April 3, 2023

STAFF REFERENCE: Matt Newell, Public Works Director, Byron Bowman, Municipal Services Manager. Matt Newell will be in attendance to answer any questions.

ATTACHMENTS:

Description	Type
Resolution Rescinding Sloans Implement Co. Inc	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION RESCINDING RESOLUTION NO. R2023-64 ACCEPTING SLOAN'S
IMPLEMENT SOURCEWELL CONTRACT #110719-JDC FOR ONE (1) JOHN DEERE
6135E CAB TRACTOR**

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

Section 1. That Resolution No. R2023-64, passed by Council on April 3, 2023, accepting Sloan's Implement Sourcewell Contract #110719-JDC for One (1) John Deere 6135E Cab Tractor, be, and the same is hereby, rescinded.

PRESENTED and ADOPTED this 20th day of June 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Municipal Services

DATE: 6/12/2023

MEMO: 2023-61

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
**RESOLUTION ACCEPTING THE BID FOR THE PURCHASE OF ONE (1) JOHN
DEERE 6135E CAB TRACTOR**

SUMMARY RECOMMENDATION:
See original memo for additional information.

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid for the Purchase of One (1) John Deere 6135E Cab Tractor	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID FOR THE PURCHASE OF ONE (1) JOHN
DEERE 6135E CAB TRACTOR**

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

Section 1. That the tabulation of bids received for the purchase of one (1) John Deere 6135E Cab Tractor, presented herewith as Exhibit A be, and is hereby, received and placed on file.

Section 2. That the bid of Sloan Implement Co. Inc. in the amount of \$89,990.00, be accepted, and a purchase order awarded accordingly.

Section 3. That the Procurement Officer be, and is hereby authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Sloan Implement Co. Inc. in the amount of \$89,990.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager.

PRESENTED and ADOPTED this 20th day of June 2023.

Julie Moore-Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Project Name: All Terrain Mower

Project Number: PUR2023-03

Bid Date: June 7, 2023

Time: 10:00 a.m.

Sloan Implement Co. Inc.

Assumption, IL

Description	QTY.	Unit	Unit Price	Total
			John Deere	
All Terrain Mower	1		2023	\$89,990.00

TOTAL

\$89,990.00

No Bids - Martin Equipment
Bobcat of Bloomington

EXHIBIT A

Information Technology

DATE: 6/20/2023

MEMO: 2023-9

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT: Resolution Authorizing a Memorandum of Understanding Agreement and Associated Sales Order with Decatur Public Schools Foundation to obtain Internet Access through the City of Decatur Fiber Network.

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the attached resolution, authorizing Mayor to execute a Memorandum of Understanding Agreement and associated Sales Order with Decatur Public Schools Foundation to provide Internet Access through the City's Illinois Century Network internet service connection.

BACKGROUND:

In 2018 the City completed Phase II of its city-wide fiber network which established direct fiber connections to the Illinois Century Network who provides state of the art symmetrical fiber-based internet access for Municipalities, Local and State Government, Schools, Libraries, Businesses, and other entities who are interested. This provides for an extraordinary opportunity to partner with other organizations to share symmetrical internet resources at a low monthly cost to those who participate.

Decatur Public School Foundation has an interest in sharing the City Fiber Network to transport internet access for the new FFA building on south business route 51. Decatur Public Schools Foundation has requested 100/100 symmetrical internet access and will pay for their agreed upon portion of this internet access through the attached Memorandum of Understanding Agreement and associated Sales Order from the City of Decatur.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS:

Additional revenue offsetting City of Decatur Internet access and fiber network costs.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Memorandum of Understanding Agreement	Backup Material
Internet Service Order	Backup Material

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING A MEMORANDUM OF
UNDERSTANDING AGREEMENT AND ASSOCIATED SALES ORDER
WITH DECATUR PUBLIC SCHOOLS FOUNDATION TO OBTAIN
INTERNET ACCESS THROUGH THE CITY OF DECATUR FIBER
NETWORK**

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

Section 1. That the Memorandum of Understanding Agreement presented herewith to the City Council between the City of Decatur, Illinois and the Decatur Public Schools Foundation, be, and the same is hereby, received, placed on file and approved.

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

PRESENTED and ADOPTED this 20th day of June 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Memorandum of Understanding

This Memorandum of Understanding (“**MOU**”) is made effective as of June 5, 2023 (“**Effective date**”) by and between the City of Decatur, an Illinois Municipal Corporation, with an address of 1 Gary K. Anderson Plaza, Decatur, IL 62523 (“**CITY**”) and Decatur Public Schools Foundation, an Illinois not-for profit 501(c)(3) corporation, with an address of 101 West Cerro Gordo, Decatur, IL 62523 (“**Customer**”). Each may be referred to herein as a “**Party**” and collectively as the “**Parties**”.

ARTICLE 1 - GENERAL

1.1 Agreement Structure. The purpose of this MOU is to provide general terms, conditions and a framework within which Customer may from time to time purchase certain transport, dedicated internet access and colocation services (“**Services**”) from CITY for the Customer’s sole use. The MOU and Service Order(s) (as defined in Section 1.2 below) and any other attachments incorporated therein shall collectively be referred to as the “**Agreement**”.

1.2 Orders for Services. Customer may request the CITY to provide Services by submitting a Service Order on a form provided by the CITY from time to time (“**Service Order**”) in accordance with the procedures set forth in this Agreement. Customer acknowledges and agrees that they are solely responsible for the accuracy of all Service Orders and other information that it provides to the CITY. Each accepted Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this Agreement. Service Orders shall clearly set forth the term, pricing, service type and location(s), monthly recurring charge (“**MRC**”), non-recurring charge (“**NRC**”), and any additional specific terms for the Services. All Service Orders shall be subject to acceptance by the CITY.

1.3 Order of Precedence. In the event of an express conflict between a term(s) of this MOU and/or Service Order, precedence will be given in the following order: (a) the Service Order but solely with respect to the Service covered by that Service Order and provided that an authorized representative of the CITY has executed such Service Order; and (b) this MOU.

1.4 Acceptable Use Policy. Customer agrees to be bound by CITY’s Acceptable Use Policy which is set forth in Exhibit A (attached hereto and incorporated as reference) when utilizing the CITY Fiber Network in fulfillment of active service orders from the Customer.

ARTICLE 2 - TERM

2.1 MOU Term. This MOU shall be in effect for a period of Five (5) years from the Effective Date (“**Initial Term**”) unless terminated earlier as otherwise provided for in this MOU, and shall automatically renew for one (1) year periods thereafter (each a “**Renewal Term**” and together with the Initial Term, shall be referred to as the “**Term**”) until either Party notifies the other Party of its intent not to renew the MOU at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, in the event that any Service Order remains in effect following such termination, this MOU shall govern and continue in effect with regard to such Service Order until the termination of such Service Order.

2.2 Service Order Term. The term of each Service Order shall commence on the Service Activation Date for such Service and continue for the period of time specified in that Service Order (“**Service Term**”), unless terminated earlier as otherwise provided for in this Agreement. Thereafter, unless otherwise stated in the Service Order, the term of each such Service Order shall automatically renew for one (1) year periods (each a “**Service Renewal Term**”) pursuant to the terms of the Agreement until terminated by either Party upon thirty (30) days written notice prior to the end of the Service Term or the then current Service Renewal Term; provided, however, that Customer shall continue to be responsible for payment to the CITY for the Services to be terminated through the end of the thirty (30) day notice period plus any early termination charges which may apply. Customer will not receive notice of a Service Term or Service Renewal Term expiration date. After the Service Term and during any Service Renewal Term, the CITY reserves the right to increase rates for any services provided thereunder upon at least thirty (30) days’ notice.

ARTICLE 3 – SERVICE ORDER PROCEDURE

3.1 To order a Service, Customer must execute a Service Order provided by the CITY. Customer may order additional Services from time to time by executing additional Service Orders. Upon receipt of an executed Service Order, the CITY will either: (a) accept the Service Order by signing and returning it; or (b) request clarification of information on the Service Order; or (c) reject the Service Order. The CITY shall be under no obligation to accept a Service Order.

3.2 After installing a Service, the CITY will email an order completion notification to Customer to the email address designated by Customer. If Customer does not notify the CITY in writing within seventy-two (72) hours following receipt of the order completion notification that the Services do not conform to the CITY’s specifications (with evidence of such non-conformance included in the notice), or if the CITY has not performed the testing ensuring compliance with service specifications listed in service order “**Acceptance Testing**” due to Customer’s failure to satisfy any of its obligations under this MOU related to installation, or if Customer begins using the Service for any purpose other than testing, the Service shall be deemed accepted, and such date shall constitute the “**Service Activation Date.**”

ARTICLE 4 – BILLING AND PAYMENT

4.1 Credit and Deposit. If requested by the CITY, Customer shall complete and submit CITY’s standard credit application. The CITY may from time to time conduct a review of Customer’s credit rating and payment history. The CITY may require Customer to pay a deposit before acceptance of a Service Order. Additionally, for any existing Services, the CITY may require Customer to pay a deposit or an increase in the existing deposit, upon the failure of Customer to submit payment of any amount by the Due Date as a condition to the continued provision of such existing Services. The CITY shall refund any amount of deposit paid pursuant to this Section, less any amount for payments that Customer still owes to the CITY, when the CITY determines in good faith, based on Customer’s credit rating and payment history, that such deposit is no longer necessary to ensure payment, but in no event later than after the termination of all Services and termination of this Agreement.

4.2 Billing Commencement. The CITY will commence billing and Customer shall be liable for payment for Services upon the Service Activation Date.

4.3 Invoicing and Payment Terms. The CITY will provide Customer with an annual itemized invoice for the Services together with all other charges due. All amounts due to the CITY are payable in full within thirty (30) days from date of invoice ("**Due Date**"). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower. Unless otherwise stated in the Service Order or Service Schedule, the CITY shall invoice Customer for any NRC upon acceptance of a Service Order.

4.4 Invoice Disputes. To the extent that Customer disputes any portion of an invoice, Customer shall notify the CITY in writing and provide detailed documentation supporting its dispute within thirty (30) days of the invoice date or the Customer's right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall pay all undisputed amounts by the invoice due date. If the dispute is resolved against the Customer, Customer shall pay such amounts due plus interest as set forth in Section 4.3 from the date the payment was originally due. A dispute may not be based upon a claim that all or a portion of the charges for the Services were incurred by unauthorized users.

ARTICLE 5 – CANCELLATION

5.1 Cancellation. Customer may cancel a Service Order at any time prior to the date of Service Order Acceptance for such Service without any further liability. In the event Customer requests cancellation of a Service after Service Order Acceptance and prior to the date the CITY has sent a Service Activation Notice for such Service, Customer shall be obligated to pay the CITY for any costs the CITY has incurred in provisioning the Service prior to the date of cancellation, including, but not limited to, any contracts entered into by the CITY in connection with this Agreement and any completed or incomplete installation services rendered. If Customer requests cancellation at any time on or after the date the CITY has sent a Service Activation Notice to Customer with 30 days' notice, then Customer shall be liable for the early termination charges set forth in Article 6 below.

ARTICLE 6 – EARLY TERMINATION

6.1 Early Termination. In the event that Customer terminates any Service after the Service Activation Date but prior to the end of the Service Term or Service Renewal Term, or the CITY terminates Services pursuant to a Customer Default, Customer shall be subject to early termination charges equal to 50% of the remaining reoccurring charges in the term; plus any and all installation charges, reasonable construction costs, charges from termination of Third Party Services, or other charges or costs which have been incurred by the CITY in providing Customer with Services. Customer may exercise such right to terminate for convenience by providing at least thirty (30) days prior written notice. The Parties agree that the charges in this Section are a genuine estimate of the CITY's actual damages in the event Customer terminates for convenience and are not a penalty.

ARTICLE 7 - EQUIPMENT AND INSTALLATION

7.1 CITY Equipment. The CITY, or its agent, may provide, install, maintain, repair, operate and control the CITY's equipment including but not limited to fiber, conduit, manholes, hand holes, ducts, electrical and optical equipment ("**CITY's Equipment**"). CITY's Equipment shall remain the sole and exclusive property of the CITY, and nothing contained herein shall give or convey to Customer, or any other person, any right, title, or interest whatsoever in the CITY's Equipment, notwithstanding that it may be, or become, attached to, or embedded in, realty. Customer shall not tamper with, remove, or

conceal any identifying plates, tags or labels identifying the CITY's ownership interest in the CITY's Equipment. Customer shall not adjust, align, attempt to repair, relocate, or remove the CITY's Equipment, except as expressly authorized in writing by the CITY. Customer shall be liable for any loss of or damage to the CITY's Equipment caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse the CITY for the same, within thirty (30) days after receipt by Customer of a request for reimbursement.

7.2 CITY Access to Customer Premises. Where applicable, Customer shall provide the CITY with access to all Customer locations for purposes of installation, maintenance, and repair of CITY Equipment on Customer premises. The CITY shall provide reasonable notice under the circumstance to Customer prior to entering Customer's point of presence to install, maintain or repair any of the CITY Equipment. Customer will provide a safe place to work and comply with all applicable laws regarding the working conditions on the Customer premises.

7.3 Customer Equipment. Equipment and service beyond the point of demarcation and/or interconnection between CITY facilities and terminal equipment and the wiring at the point of demarcation shall be the responsibility of Customer. If Customer provides its own equipment, the CITY shall have no obligation to install, maintain or repair the equipment. If, on responding to a Customer initiated service call, the CITY and Customer jointly determine that the cause of the service deficiency was a failure, malfunction, or the inadequacy of equipment other than the CITY's Equipment, Customer shall compensate the CITY for actual time and materials expended during the service call.

ARTICLE 8 - MAINTENANCE

8.1 Maintenance. The CITY holds a contract with a third-party service vendor and has agreements in place to maintain 24 hours, 7 days a week, 365 days per year (24x7x365) Network Operations Center (NOC) and Communications Management Center (CMC) who monitors the network, responds to customer requests, performs network troubleshooting, and engages network engineers to resolve network issues and incidences. The CITY IT Help Desk will provide the first level of support and utilize a trouble ticketing program to track progress. CITY IT Help Desk can be reached 24x7x365 by dialing (217)424-2703. The CITY shall perform regular and emergency maintenance on the network including upgrades to hardware and software, configuration changes or enhancements, or to increase network capacity and performance. The CITY, in conjunction with its third-party vendors, has established a six-hour maintenance window on Saturday morning beginning at 12:01 AM and concluding at 6:00 AM Central Time. The CITY will perform emergency network maintenance outside of this maintenance window based on the urgency of the maintenance. Customers of the network will be notified by email at least five business days in advance of planned maintenance and the CITY will attempt, when reasonably possible, to notify customers by email of emergency maintenance outside the maintenance window.

ARTICLE 9 - DEFAULT; SUSPENSION OF SERVICE

9.1 Customer Default.

9.1.1 Customer is in default of this MOU if Customer (a) fails to cure any monetary breach within five (5) days of receiving notice of the breach from the CITY; (b) fails to cure any non-monetary breach of any terms of the agreement within thirty (30) days of receiving notice of the breach from the CITY; or (c) files or initiates proceedings or has

proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or such other

official) under any bankruptcy, insolvency, or other similar law (each such event shall be a **"Customer Default"**).

- 9.1.2 In the event of a Customer Default, the CITY may suspend Services to Customer until Customer remedies the Customer Default, or the CITY may terminate this MOU and/or any or all the Services being provided hereunder. The CITY may at its sole option, but without any obligation, cure a non-monetary breach at Customer's expense at any point and invoice Customer for the same. These remedies are in addition to and not a substitute for all other remedies contained in this MOU or available to the CITY at law or in equity.

9.2 CITY Default.

- 9.2.1 CITY is in default of this MOU if the CITY fails to cure any non-monetary breach of any material term of this MOU within thirty (30) days of receiving written notice of the breach from Customer (**"CITY Default"**).
- 9.2.2 Customer recognizes that the CITY is sharing the same communication infrastructure and connectivity (**"Network"**) that the Customer is using under this agreement. The CITY has a vested interest in maintaining high reliability in the network and will use its best resources and efforts to maintain a goal of 100% network availability with the core components of the network. In the event the CITY is unable to resolve an outage within a 24-hour period, the CITY will be found to be in Default and the Customer may terminate the Services and this Agreement upon written notice to the CITY. Any termination shall not relieve Customer of its obligations to pay all charges incurred hereunder prior to such termination.

ARTICLE 10 - IMPOSITIONS

10.1 All charges for the Services are exclusive of any Impositions (as defined below). Except for taxes based on CITY's net income, Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise fees, rights of way fees or charges, license or permit fees, or other taxes, duties, fees, charges or surcharges (including regulatory fees), however designated, imposed on incident to, or based upon the provision, sale, or use of the Services (**"Impositions"**). Such Impositions may be shown on invoices as cost recovery fees. If Customer is entitled to an exemption from any Impositions, Customer is responsible for presenting the CITY with a valid exemption certificate in a form reasonably acceptable to the CITY. The CITY will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by the CITY to Customer following the CITY's receipt of such exemption certificate. Customer shall indemnify, defend, and hold the CITY harmless from payment and reporting of all such Impositions, including costs, expenses, and penalties incurred by the CITY in settling, defending, or appealing any claims or actions brought against the CITY related to, or arising from, the non-payment of Impositions.

ARTICLE 11 – CONFIDENTIALITY

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

ARTICLE 12 – CUSTOMER'S REPRESENTATIONS AND WARRANTIES

12.1 Customer both represents and warrants each of the following:

- It has all necessary power and authority to enter this Agreement and to perform all of its obligations hereunder and to manage and control and ensure each individual or entity that Customer authorizes, permits, or allows to access to the related services and equipment, or facilities also complies with the terms of this Agreement in exercising such individual's access.
- This Agreement has been duly and validly authorized, executed and delivered by Customer and constitutes its valid and binding obligation.
- In performing its obligations hereunder, Customer will comply with all laws, rules and regulations of all governmental bodies having jurisdiction. Customer acknowledges that it is solely responsible for being aware of, and in compliance with, these applicable laws, rules, and regulations, and that the CITY shall not be liable or responsible for Customer's failure to comply.
- Customer holds all required regulatory authorizations and permits to perform this Agreement according to its terms.
- Customer's obligations under this Agreement do not conflict with any other agreement.

ARTICLE 13 – CITY REPRESENTATIONS AND WARRANTIES

13.1 The CITY represents and warrants the following:

- The CITY has all necessary power and authority to enter this Agreement and to perform all of its obligations hereunder.
- This Agreement has been duly and validly authorized, executed and delivered by the CITY and constitutes its valid and binding obligation.
- In performing its obligations hereunder, the CITY will comply with all laws, rules and regulations of all governmental bodies having jurisdiction.
- The CITY holds all required regulatory authorizations and permits to provide the Services identified herein.

ARTICLE 14 – DISCLAIMER OF WARRANTY

14.1 Except for express warranties set forth in the Agreement the CITY disclaim all express or implied warranties, including without limitation, warranties of title, non-infringement, merchantability, or fitness for a particular purpose. Except as expressly set forth in the Agreement, customer assumes total responsibility for use of the services. In addition to any other disclaimers of warranty stated in the Agreement, the CITY makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and Network Address Translation (NAT) policies) and security response procedures.

ARTICLE 15 – LIMITATION OF LIABILITY

15.1 Neither Party, their affiliates, agents, or contractors shall be liable for any indirect, incidental, special, reliance, punitive, or consequential damages or for any loss of, or cost to recover, data, use, business, revenues, profits, or goodwill relating to the services performed under this Agreement, or any action or omission relating to third parties, regardless of the legal theory under which such liability is asserted. Neither Party shall be liable for loss or damage or deemed to be in breach of this Agreement due to such Party's failure or delay of performance, wholly or in part, under this Agreement. Any Customer claims relating to this Agreement must be brought within sixty (60) days following the end of the term or termination.

ARTICLE 16 – LIMITATION OF SERVICE

16.1 Notwithstanding any other provision in this Agreement, this Agreement applies only to services provided directly to the Customer for the Customer's use. These provisions shall not apply to offerings by the Customer for services to third parties. This Agreement does not constitute a joint undertaking for the furnishing of any service to customers or other third parties of the Customer. Services provided to the Customer under this Agreement may be connected to other facilities between certain locations and thereby constitute a portion of end-to-end service furnished by the Customer to its customers or third parties. The CITY does not undertake to offer any services to any person or entity other than the Customer.

ARTICLE 17 - INDEMNIFICATION

17.1 To the extent permitted by law, Customer shall indemnify and hold harmless the CITY, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by the Customer of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Customer's negligent performance; or (c) any act, activity or omission of the Customer or any of its employees, representatives, or agents. Neither Party shall be liable for incidental, special, consequential, or punitive damages. The CITY agrees to reasonably cooperate with Customer in the defense of any third-party claim and agrees that the Customer will have full control and authority over the defense and any settlements.

ARTICLE 18 – FORCE MAJEURE

18.1 Notwithstanding anything to the contrary contained in this Agreement neither Party shall be liable for loss or damage or deemed to be in breach of this Agreement due to such Party's failure or delay of performance, wholly or in part, under this Agreement if such failure or delay of performance is due to causes beyond such Party's reasonable control ("**Force Majeure Event**"), including but not limited to: acts of God, fire, flood, explosion, storm or other catastrophic event; strikes or work stoppages; lockouts; acts of any government authority or of any civil or military authority including regulatory mandates; national emergencies; cable cut(s); sabotage; insurrections; riots; wars; and unforeseen acts of third Parties that cannot be avoided by acts of due care. Any delay resulting from a Force Majeure Event shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

19.1 IP Address Allocation Policy. CITY shall provide all Internet Protocol ("IP") addresses needed for Customer and its equipment to use for the sole purpose of using the CITY Fiber Network to access the Internet and Intranet, provided that CITY retains sole and absolute administrative control of each IP address provided, including without limitation, determining system requirements and deployment of each IP address, monitoring system use, and denying assignment of or revoking assignments of addresses. Use of CITY addresses on other provider networks without CITY's written consent is prohibited.

19.2 Applicable Law. This Agreement will be governed by the laws of the State of Illinois, without reference to its choice of law rules.

19.3 Right and Authority. Each of the Parties hereto represents and warrants to the other that this Agreement shall be binding upon and insure to the benefit of each of the Parties hereto and their respective agents, servants, employees, representatives, affiliates, heirs, executors, transferees, successors, and assigns, as the case may be.

19.4 Notices. If to CITY: All inquiries and notices shall be addressed to City of Decatur, Attn: IT Director at 1 Gary K. Anderson Plaza, Decatur, Illinois 62723, by telephone at 217-424-2703 or by email at HelpDesk@decaturil.gov.

If to Customer:

For Administrative and Maintenance Notices:

Name: Zach Shields – Decatur Public Schools Foundation

Address: 101 W. Cerro Gordo Street

City/State/Zip: Decatur, IL 62523

Phone #: (217)853-4722

Email Address: zshields@dps61.org

For Legal Notices:

Name: Zach Shields – Decatur Public Schools Foundation

Address: 101 W. Cerro Gordo Street

City/State/Zip: Decatur, IL 62523

Phone #: (217)853-4722

Email Address: zshields@dps61.org

19.5 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, the Parties shall negotiate in good faith to agree on a substitute provision that is legal and enforceable and is as near as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

19.6 Interpretation. The construction of this Agreement shall not be construed against the Party causing its preparation but shall be interpreted on the basis of the plain meaning of the terms used which have been reviewed by both Parties in consultation with their respective counsel. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination.

19.7 Modifications. The CITY may have the need to modify the service or business aspects of this Agreement from time to time due to changes in service or availability and reserves the right to do so. The CITY shall provide 30 days prior written notice to Customer of any modification adopted by the CITY. The CITY will not change any legal terms and conditions in this agreement without the prior approval of Customer.

19.8 Assignability. Customer may not assign this Agreement or any of its obligations, duties or burdens arising hereunder, without the CITY's consent. A transfer or assignment in violation of this Section 19.8 shall constitute a material breach of this Agreement. CITY will not assign this Agreement, in whole or in part, to a private entity without the prior written consent of Customer.

19.9 Remedies. The rights and remedies of the CITY hereunder shall not be mutually exclusive, i.e., the exercise of one (1) or more of the provisions hereof shall not preclude the exercise of any other provision hereof. Customer acknowledges, confirms, and agrees that damages may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy. Nothing contained in this Agreement shall limit or affect any rights at law or by statute or otherwise for a breach or threatened breach of any provision hereof, it being the intent of this provision to clarify that the respective rights and obligations of the Parties shall be enforceable in equity as well as at law or otherwise.

19.10 Entire Agreement. This Agreement and all applicable Service Orders consists of all the terms and conditions contained herein which articulate the full and complete understanding of the Parties pertaining to the subject matter of this Agreement. This Agreement supersedes any prior or subsequent understandings, proposals, representations, discussions, and/or agreements (oral or written), absent a specific reference therein superseding this Agreement.

19.11 Headings. The section headings in this Agreement are inserted as a matter of convenience and in no way define, limit, or describe the scope of extent of such section, or affect the interpretation of this Agreement.

19.12 No Third-Party Rights. This agreement is made only between the Parties hereof and shall not establish rights in any third party as a third-party beneficiary or otherwise.

Decatur Public Schools Foundation

Signature: _____

Name: Zach Shields

Date: 6/1/2023

Title: Executive Director, Decatur Public Schools
Foundation

City of Decatur – An Illinois Municipality

Signature: _____

Name: Julie Moore Wolfe

Date: 6/20/2023

Title: Mayor

1. Unauthorized access to or use of data, systems, or networks, including any attempt to probe, damage, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the CITY. The CITY may scan or test the vulnerability of CITY Fiber Networks that it is responsible for or manages.
2. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the network or system.
3. Interference with service to any user, host or network including, without limitation, email "**bombing**", email "**spamming**", flooding, deliberate attempts to overload the network or system. Broadcast or "**smurf**" attacks are prohibited.
4. Unauthorized access to any data, network, or system from a network or system for any purpose which is not lawful, or which is intended to do harm.
5. Forging any part of TCP-Internet Protocol packet header or header information in an email or a newsgroup posting. Electronic forging of any kind to include, but not limited to, IP addresses, domains, and business names.

EXHIBIT A

Acceptable Use Policy

Definitions

1. Email "**bombing**" is characterized by abusers repeatedly sending an identical email message to a particular address.
2. Email "**spamming**" is a variant of bombing; it refers to sending email to hundreds or thousands of users (or to lists that expand to that many users). It may also occur innocently, as a result of sending a message to mail lists and not realizing that the list explodes to thousands of users, or as a result of an incorrectly setup responder message.
3. "**Flooding**" occurs when a target machine is flooded with TCP connection requests. The target system host becomes extremely slow, crashes or hangs. Broadcast or "**smurf**" attacks causes network links to become overloaded. The "**smurf**" attack sends a constant stream of echo requests "pings" to the broadcast address of a subnet.

Acceptable Use Policy

This Acceptable Use Policy (hereafter referred to as 'AUP') specifies certain actions prohibited by the CITY for users of the City Fiber Network. The CITY reserves the right to modify this Policy at any time to stay in compliance with all known laws, regulations, policies, and security requirements that may be established by appropriate legislative or regulatory authorities or enacted by CITY management or Legal Counsel. Customer unconditionally accepts the terms of this policy.

Authorized Use

CITY Fiber services are for the use of authorized users only and are subject to routine network monitoring by CITY staff to audit network security and performance. The city reserves the right to deny IP addresses or revoke IP addresses and/or deny service to any Customer violating the AUP.

Illegal Use

The CITY Fiber may be used only for lawful purposes. Transmission, distribution, or storage of any material in violation of any applicable law or regulation coming through the City Fiber Network is prohibited. Illegal use includes, but is not limited to, material protected by copyright, trademark, trade secret or other intellectual property rights which is being used without proper authorization; government and military data protected by law and applicable national security policies and concerns; Customer data protected by public policy; and material that, in the CITY's sole discretion, is obscene, defamatory, constitutes an illegal threat, or violates export control laws or any other laws or applicable regulations, or any use which compromises the integrity of the City Fiber Network or any other network connected to the City Fiber Network.

System and Network Security

Violations of system or network security are prohibited and may result in criminal and/or civil liability. Customer use of CITY Fiber Network constitutes consent to the CITY's routine network monitoring. Should any violations of the law or this AUP be discovered during monitoring, the CITY will involve and cooperate with local, Illinois, and Federal law enforcement authorities for resolution. Examples of unlawful acts and system or network security violations include, but are not limited to, the following:



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

Customer Name: Decatur Public Schools Foundation
Customer Site ID: DECFIBER - DPSF
Service Term: 1 Year
Service Activation Date: 6/1/2023

City of Decatur Illinois	Customer
City of Decatur Information Technology Dept. City of Decatur Illinois 1 Gary K. Anderson Plaza Decatur, Illinois 62523-1196 Phone: (217)-424-2703 helpdesk@decaturil.gov	Decatur Public Schools Foundation Zach Shields 101 W. Cerro Gordo Street Decatur, IL 62523 (217)853-4722 Zshields@dps61.org

Billing Information	FAISG	Same As Above
Billing Contact	Decatur Public Schools Foundation	
Billing Address 1	Zach Shields	
Billing Address 2	101 W. Cerro Gordo Street	
Billing City, St, ZIP	Decatur, IL 62523	
Billing Phone	(217)853-4722	
Billing Contact e-mail	Zshields@dps61.org	

Non-Recurring Charge (NRC) - One Time Charges	Unit Cost	Quantity	Extended Cost
Static IP Addresses	\$0.00	3	\$0.00
			\$ -
Total One Time Charges			\$0.00

Monthly Recurring Charge (MRC)	Unit Cost	Quantity	Extended Cost
100 Mbps Internet Bandwidth (\$4.50 per MB per Month)			
Monthly Service Fee	\$450.00	12	\$ 5,400.00
First Year Proof of concept discount			\$ (2,700.00)
			\$ -
Total Service Charges			\$2,700.00

TOTAL THIS SERVICE ORDER-

\$2,700.00

This service order is subject to terms and conditions of the Memorandum of Understanding ("MOU") currently in place between Customer and the City of Decatur. The Service Order may, from time to time, be modified at the Customer's written request and upon approval of the City of Decatur. In the event of a conflict between the MOU and this Service Order, this Service Order shall have precedence over the MOU.

The monthly charges in this Service Order are based on a 12 Month Service term. Any termination or cancellation of service before the end of the term shall be subject to an early termination fee of 50% of the remaining monthly service fees in the term. Customer acknowledges and agrees to pay this fee upon early termination or cancellation.

****The City of Decatur will commence annual billing after customer acceptance of the fiber which becomes the Service Activation Date. Customer will receive service once billing occurs.**

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

Please note: This is not an invoice. You will be invoiced by the City of Decatur separately. This order is valid until 6/31/2023

36-41611308 6/1/2023
Customer FEIN (##-#####) Billing Start Date

Zach Shields Executive Director, DPS Foundation
Print Customer Representative Name Title

 6/1/23
Customer Representative Signature Date

Julie Moore Wolfe Mayor
Print City of Decatur Representative Name Title

City of Decatur Representative Signature Date

SUBJECT: Resolution Receiving and Filing the 2022 Official Zoning Map

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution	Resolution Letter

ECONOMIC & COMMUNITY DEVELOPMENT MEMORANDUM
No. 23-10

June 15, 2023

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Economic & Community Development Director

SUBJECT: Resolution receiving and filing the 2022 Official Zoning Map

SUMMARY RECOMMENDATION: Staff is sending the 2022 Official Zoning Map to City Council publication by the City of Decatur’s City Clerk. This map is required by Illinois compiled Statutes Illinois Municipal Code (65 ILCS 5/11-13-19).

BACKGROUND: The annually updated zoning map reflects all zoning and boundary changes approved as of December 31, 2022. A paper copy will be available prior to the meeting for your review or you may request a copy from the City Clerk. The digital file for the zoning map is very large and can be accessed at on the City’s “Maps” Webpage:

<https://decaturil.gov/maps/>

POTENTIAL OBJECTION: N/A

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl Patrick at 424-2784 or cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS:

RESOLUTION NO. _____

**RESOLUTION RECEIVING AND FILING
THE 2022 OFFICIAL ZONING MAP**

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

Section 1. That the 2022 Official Zoning Map presented to the City Council herewith, be, and the same is hereby, received and placed on file.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to sign said 2022 Official Zoning Map.

PRESENTED and ADOPTED this 20th day of June 2023.

JULIE WOLFE MOORE, MAYOR

ATTEST:

CITY CLERK

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
List of properties to be demolished	Exhibit

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 23-07

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: June 20, 2023

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

SUMMARY RECOMMENDATION: This is the second step, after the posting of a structure as unfit, which initiates the demolition process. City staff recommends approval.

BACKGROUND: This is the beginning of the process seeking court-ordered demolition of nine (9) unsafe and abandoned structures throughout the community.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Legal Department staff.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick, Director of Economic and community Development, at 217-424-2727, email cpatrick@decaturil.gov or Michael Snearly, Neighborhood Inspections Manager at 217-450-2347, email msnearly@decaturil.gov.

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

1903 N. Church

1637 W. Cushing

1343 W. Decatur

1614 N. Edward

1635 N. Edward

1386 W. Forest

1385 S. Maffit

436 N. Main

456 W. Olive

WHEREAS, the Council of the City of Decatur, Illinois, has found and does hereby find that certain structures within the City located on premises at the addresses set forth above, are dangerous and unsafe, or are uncompleted or abandoned; and

WHEREAS, it is in the better interest of the general public health, safety and welfare that said structures be repaired or demolished.

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

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such actions as may be provided by law, including application for order of court, to cause said structures to be put in safe condition or, if not so repaired to be demolished.

PRESENTED and ADOPTED this 20th day of June, 2023.

Mayor Julie Moore Wolfe

ATTEST: _____

Kim Althoff, City Clerk

Council Memo June 20, 2023

Resolution Authorizing Actions Regarding Unsafe Structures

Church, 1903 N. This property was posted as Unfit for Human Habitation in April 2023. House is unfit for human occupancy. extensive fire damage. house is a total loss.

Cushing, 1637 W. This property was posted as Unfit for Human Habitation in February 2023. House is unfit for human habitation. Inside is unsafe and unsanitary. Has several interior violations along with exterior violations that needs to be brought to minimum code.

Decatur, 1343 W. This property was posted as Unfit for Human Habitation in April 2023. Property is unfit for human habitation - property in extreme disrepair with roof collapse on both sides as well as flooring inside completely collapsed into basement in multiple rooms. Additional violations on property both interior and exterior.

Edward, 1614 N. This property was posted as Unfit for Human Habitation in January 2023. House is unfit for human occupancy numerous exterior and interior violations that need to be brought to minimum code.

Edward, 1635 N. This property was posted as Unfit for Human Habitation in March 2023. House is unfit for human habitation. no utilities and house has numerous interior and exterior violations.

Forest, 1386 W. This property was posted as Unfit for Human Habitation in December 2022. Property with multiple holes in roof and roof in very poor condition throughout; gutters damaged and not operational; chimney has bricks falling out; front porch damaged; peeling and chipping paint around all windows and porch.

Maffit, 1385 S. This property was posted as Unfit for Human Habitation in November 2021. Severe lack of maintenance. Observed the following violations on house: Roof- (several large holes in roof, damaged/missing shingles, roof detaching from wall, fascia boards damaged/no protective treatment, gutters broken/detaching) Windows-(broken/missing) Exterior wall-(noticeable bow in wall on second story where wall appears to be detaching from roof) Interior (rear sun porch accumulation of rubbish) Accessory structure (broken/missing windows) Main, 436 N. This property was posted as Unfit for Human Habitation in May 2020. Posted as Unfit for Occupancy due to severe lack of maintenance, Roof has large holes, the remainder of roofing material is in poor condition, deck over drive has rotted wood outer wall material missing exposing floor joists, siding is in poor condition. No utilities. power meter missing gas meter missing line pinned

Main, 436 N. This property was posted as Unfit for Human Habitation in January 2023. The entire building located at 436 N Main - exterior has multiple violations. Notable main violation is exterior walls showing significant damage on the north and east side with multiple areas of falling bricks; at least 3 broken windows along the main address (436 N Main) on both north and south sides; peeling and chipping paint around several of those windows; damaged fascia on west side of building; damaged guttering on east side of building.

Olive, 456 W. This property was posted as Unfit for Human Habitation in April 2023. house is unfit for human habitation. house has several interior violations and exterior violations that need to be brought to minimum code.

SUBJECT: Resolution Authorizing the Execution of an Agreement with S. Shafer Excavating for the Demolition of 2034 E. William St

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Property to be Demolished	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 23-08

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: June 20, 2023

SUBJECT: Resolution Authorizing the Execution of Agreement for Demolition of vacant building with S. Shafer Excavating at 2034 E. William St.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The building at 2034 E. William was put out to bid, along with thirteen (13) other properties. This property crossed the threshold for council approval. The other thirteen (13) properties are: 1314 N. Church, JRH Services, \$8,525.00; 2027 E. Cleveland, JRH Services, \$8,750.00; 915 N. Edward, Hutchins Excavating, \$18,500.00; 871 W. Grand, Steve’s Trucking, \$17,956.00; 636 S. Haworth, Hutchins Excavating, \$10,500.00; 659 S. Jackson, S. Shafer Excavating, \$16,800.00; 637 W. Leafland, Hutchins Excavating, \$8,000.00; 2060 E. Main, S. Shafer Excavating, \$18,800.00; 229 E. Stuart, S. Shafer Excavating, \$19,000.00; 1302 W. Sunset, Hutchins Excavating, \$7,500.00; 665 S. Webster, Hutchins Excavating, \$18,500.00; 1261 E. Willard, Hutchins Excavating, \$8,500.00; 2255 E. William, Hutchins Excavating, \$6,500.00.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Coleman, Purchasing Supervisor; Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov .

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH S.
SHAHER EXCAVATING FOR THE DEMOLITION OF 2034 E. WILLIAM ST**

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 2034 E William St, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of S. Shafer Excavating in the amount of \$23,100.00 for 2034 E. William St. be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and S. Shafer Excavating for their total bid price of \$23,100.00.

PRESENTED and ADOPTED this 20th day of June 2023.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Project Name: Demolition of Properties- 2034 E William St Bid Date: 06/13/2023 Time: 9:00 a.m.		S. Shafer Excavating Pontoon Beach, IL		Steve's Trucking Decatur, IL		Hutchins Excavating Decatur, IL		JRH Services Decatur, IL	
	Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
	Demolition	\$19,900.00	\$16,580.00	\$28,800.00	\$65,750.00				
	Asbestos Cost	\$2,000.00	\$0.00	\$0.00	\$0.00				
	Plumbing	\$1,200.00	\$7,000.00	\$0.00	\$0.00				
									No Bid
TOTAL		\$23,100.00	\$23,580.00	\$28,800.00	\$65,750.00				

City Clerk

DATE: 6/14/2023

MEMO: 2023-06

TO: Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Monthly Reports, May, 2023

ATTACHMENTS:

Description	Type
Community & Economic Development, May, 2023	Backup Material
Fire, May, 2023	Backup Material
IT, May, 2023	Backup Material
Police, May, 2023	Backup Material
Public Works, May, 2023	Backup Material

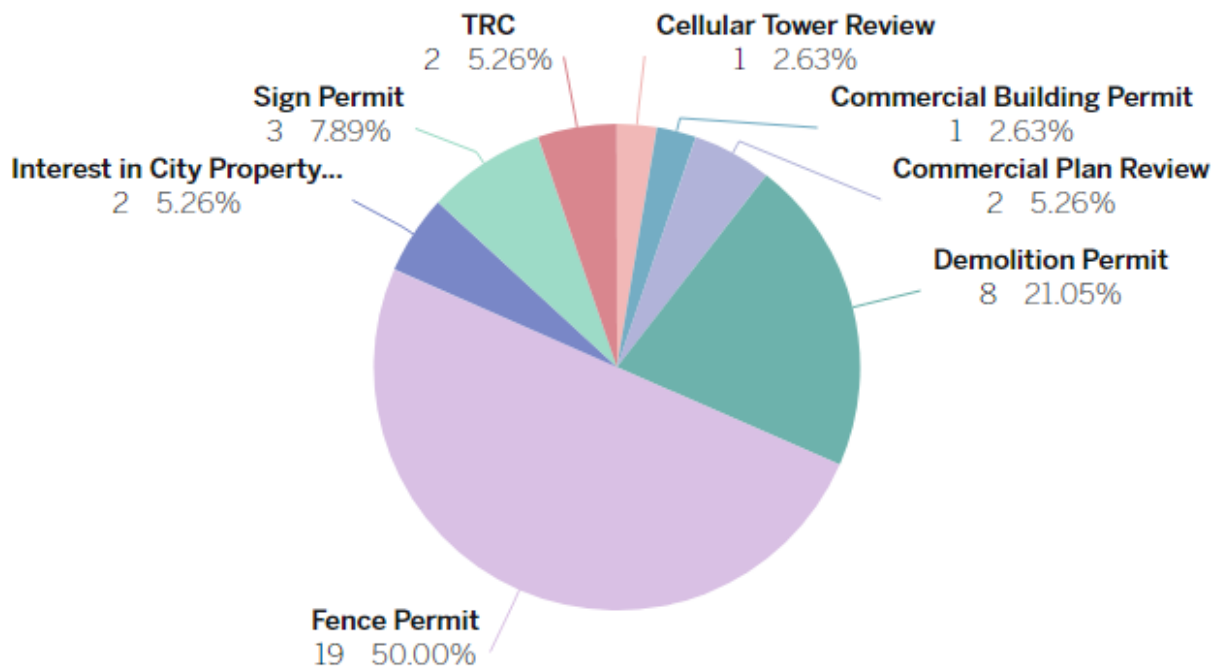
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT MONTHLY REPORT

May 2023

PLANNING AND DEVELOPMENT DIVISION

For the month of May, the Planning and Development staff processed and reviewed commercial site plans and various permits for zoning approval. One petition was received for the Planning Commission and two petitions were received for Zoning Board of Appeals.

We have ongoing Economic Development projects both in the planning stage and under way. Some are very large projects that will have significant positive impact if approved. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments, and have reviewed thirty-eight (38) submittals, broken down by review type blow:



We continue to review and progress with selling City owned property in furtherance of Community Revitalization.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
1	86 Lots	\$44,450

Property Acquisitions

PAST MONTH	TOTAL SINCE 09/01/2021
NO DATA	NO DATA

BUILDING INSPECTIONS DIVISION

For May, we issued 202 permits broken down by permit type below. Of those, we had two (2) permits with a value of over \$250,000. The Division performed 317 inspections and 10 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	4	\$1,643,411
Residential Building	26	481,840
Demolition	18	1,025,713
Electrical	26	94,770
Mechanical	20	239,673
Plumbing	22	118,500
Roof	60	622,822
Pool	3	13,162
Fence	19	75,443
Sign	4	60,500
Temporary Structure	0	0
Wheelchair Ramp	0	0
TOTAL	202	\$4,375,834

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue for various loan accounts.
- Staff continues to qualify homeowners for the Residential Rehabilitation, Owner-occupied rehab, and Emergency programs for both CDBG, HOME and ARPA programs.
- Staff are working with CILBA (Central Illinois Land Bank Assoc.) to rehab and/or acquire various properties.
- Staff continue working with Rise, Inc., a consultant, to assist with strategic use of the HOME and CDBG funds.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition, and demolition to various areas of the city.
- City of Decatur received \$400,000 grant from IHDA to assist with Home Repair and Accessibility (HRAP). We are working in partnership with Central Illinois Land Bank (CILBA) to implement this grant.
- Staff submitted a Low-Income Tax Credit (LITC) application for an affordable housing project. Notification will be made by IHDA in the summer.
- Staff attended various computer training.
- Staff continue to be active in the Continuum of Care process as well as homeless prevention related meetings, and events as required by HUD.
- The staff is working with CONO and a committee to plan this year's National Night Out event which will be held on August 1st, 2023, at Hess Park.
- Several staff attended and received their Remodeling Repair & Painting (RRP) worker certification. Staff will also host TWO classes for RRP training to increase the number of contractors available to work on rehab projects.
- Staff continue working with the consultant, (TESKA) and residents on the Great Streets, Great Neighborhoods project for the Jasper Corridor.

- The work continues with Woodford Homes (Carrie Lane) by providing HOME financial assistance for a group home project. The overall project cost is about 4 million.
- Staff continue working on the Clean Up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard, along with tree removal. Partners include Block by Block, Shemilah Outreach Center, and Southside Improvement Association (SIA).
- Northeast Community Fund operates the Small Housing Improvement Program (SHIP) as an extension of the Revitalization Division. Residents can receive assistance for small rehabilitation to their home i.e., roof, porch repair and other eligible items.
- Staff continues meeting with GM Square as part of community outreach for the Rt.51 project which will begin soon.
- Staff is working to increase the number of contractors who can participate in our rehabilitation programs through social media, radio, television, and other media outlets.
- Staff is working with Land of Lincoln Credit Union on pilot programs as part of our ARPA owner occupied and rental rehab programs.
- Staff met with outside agencies, i.e. Dove, CoC, Homeless Advisory Council, Shemilah Outreach, Block x Block, Northeast Community Fund, Empowerment Opportunities Center, CONO, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of May 2023.

NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
May 2023

NEW CASES	
Health & Safety (72 Hour)	98
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	43
No Garbage Service	11
Nuisance	186
Secure of Abandoned Buildings	23
Weeds	679
TOTAL	1,040

DEMOLITIONS	
Year-to-Date	
Demolished	37
New Cases	0
Sent to Legal	0
Sent to Council	0
Out to Bid	14
Contracts Granted	1
Contract Amount	\$149,000.00
Permits Issued	0
Permits Finaled	2
Active Demolitions	194

RE-INSPECTION VISITS	
Code Enforcement	1,104
Weeds	586
TOTAL	1,690

GARBAGE SERVICE COMPLAINTS	
Received	13

INVOICES*	
New Invoices	149
Dollar Amount	\$38,050.82

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	36
Weeds	491

PAYMENTS RECEIVED**	
Weeds	300

WEED ABATEMENT	
Contractor Mowed	439
Owner Mowed	129
TOTAL	568

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.



DECATUR FIRE DEPARTMENT

MEMORANDUM

2023-07

June 7, 2023

TO: Scot Wrighton, City Manager

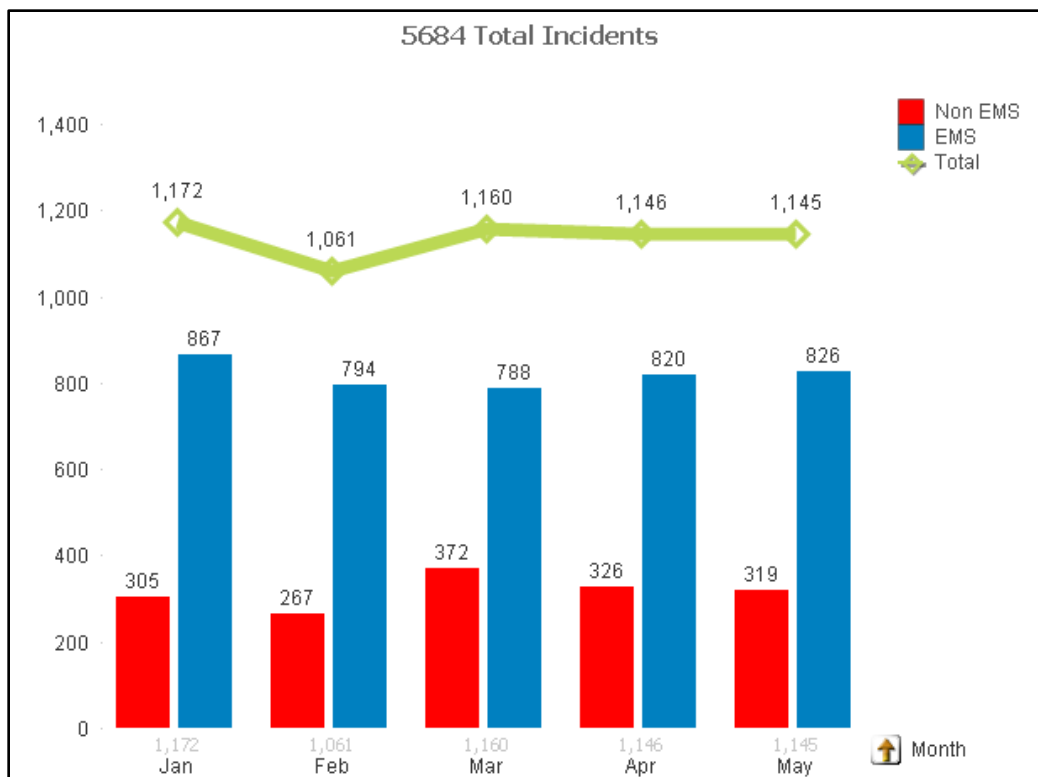
FROM: Jeff Abbott, Fire Chief

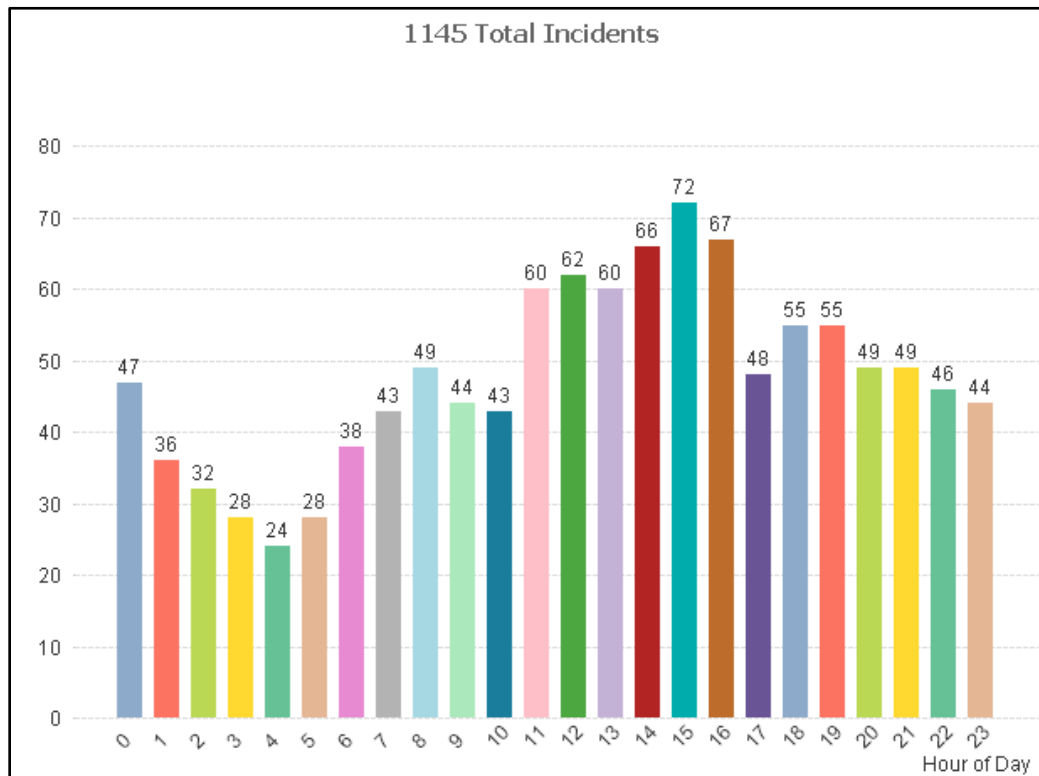
RE: Monthly Report – May 2023

The fire department responded to 1145 incidents in May. Through the first five months of the year, there have been 5684 alarms. There were 4912 alarms at this point last year. EMS alarms are the most common, and the ambulance situation is still concerning. AMR does not meet the requirements of the ordinance on a regular basis.

The new Records Management System has been implemented and replaces the 20-year-old obsolete program the department had been using. The new Engine 5 has been placed in-service at Station 5.

The department will be coming to the council in July to purchase 3 more pumpers that were discussed in the budget meetings. Delivery of the 3 pumpers would not occur for 2 more years, so it is imperative that we order ASAP. There is also a new EPA engine emission standard that will be driving up the costs significantly if we cannot purchase under the current standard.





TRAINING

All members completed EMS continuing education: Obstetric & Gynecological Emergencies Advanced and NFPA 1500 Post Traumatic Stress Disorder (PTSD) in the fire service. All members successfully completed assigned Vector Solutions courses with a passing quiz grade.

All members reviewed region 6 protocols F02 APGAR scoring chart, F03 Abnormal Delivery, F04 Meconium Aspiration, and F05 and 06 Neonatal Resuscitation.

All members reviewed SOP's A 104 Apparatus Work Orders, D 105 Probationary firefighter with previous academy training, E 124 Battalion Chief emergency responses, E 132 Body Armor use, F 106 voice amplifiers and passed the quiz with 100% accuracy.

All members reviewed policy E133 Tele-Squirt/Sky-Boom. All members assigned completed hands-on training and put the rig in service.

All TRT Members worked with Ropes, Rigging and Equipment at MCLETC.

All on shift HazMat Technicians completed training at the regional training center. The training covered dressing out in level A gear, completing recon, stopping a leak in a vessel, and decontamination.

All companies completed hose testing assignments.

All members completed company drills, Response Territory Familiarization, driver training, and pre-plan inspections.

FIRE PREVENTION

Inspector written exam testing will be conducted June 7, 2023.

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2023
May

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- \$800,000 City Fiber Grant Project is nearing completion with 99% of the project completed.
- \$600,000 Decatur Public School (DPS) Fiber Grant Project is 66% complete. Getting JULIE requests completed in a reasonable time frame has slowed this project down considerably.
- Library Lease Space equipment is beginning to be delivered. I am anticipating a completion date of mid-July 2023.
- Buss Wi-Fi project continues to have first focus from IT network resource. Wi-Fi antennas continue to be installed on the buses and power issues are resolved. The WiFi radio SIM cards have been delivered. Other network gear for this project is on backorder and can't be completed without it.
- I.T. is completing a specification for an Electronic Fare System to be used on all city buses.
- The large upgrade for the water meter management system will be completed in June 2023. No issues are anticipated.
- We continue to commit resource time to eliminating DB2 applications throughout the organization with Human Resources data being a first focus. Unfortunately, other priorities continued to hinder our progress again this period, but we stay at it as a first focus when we can.
- Windows Server R2012 R2 operating system will no longer be supported by Microsoft past October 2023. We are migrating servers to Windows Server 2019 (WS 2019). Some can be migrated as is, but some applications will require an upgrade prior to moving them to WS 2019. Five servers have been completed to date with 20 more to go.
- I.T. continues to work with the Fire Department implementing a new records management system called Image Trend. CAD integration is finished. Project is roughly 90% complete and is scheduled to go live in June 2023.
- Many issues have materialized with Wi-Fi connectivity and speed issues moving larger videos from the parking lot at the Decatur Police Department (DPD). I.T is looking for a resolution to these issues.
- All external wireless network access points at the police department were replaced in April.
- A wireless access point was added at the Civic Center for Police access to Wi-Fi from the drive outside of the building.
- I.T. is still actively upgrading all Microsoft Windows 7 computer workstations to Windows 10 or above. Only windows five Windows 7 computer workstations exist on the City Data Network as of this writing.
- I.T. is anticipating delivery of a budgeted data storage array approved for purchase by City Council in June to replace one which is no longer being supported by the manufacturer.
- In May, I.T. processed 135 Help Desk tickets, resolving 69 during the initial point of contact with I.T. staff (51.1% First Call Resolution Rate) which meets our established standard of 50% or more calls resolved on the first point of contact with the I.T. Department.

DECATUR ILLINOIS POLICE DEPARTMENT

2023 May Monthly Report

To: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton

From: Chief Shane Brandel

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	4
Sergeant	18
Patrol Officer	110
TOTAL	136

Budgeted **148**

Non-deployable: Officers at Academy or in FTO 14

Non-deployable: Officers on Injury Status 4

Retirements/Resignations Expected Next Month 0

Civilian Employee Staffing

Executive Assistant	1
Crime Analyst	2
Records Clerk	2
Records Supervisor	1
Parking Enforcement	2
Digital Forensic Examiner	2
Police Support Officer	1
Police Support Specialist	1
FOIA Officer (part-time)	2
TOTAL	14

Freedom of Information (FOIA) Requests

Month: 259 **YTD:** 1,160

DECATUR ILLINOIS POLICE DEPARTMENT

2023 May Monthly Report

PATROL DIVISION

Community Engagement

	Amount	YTD
Community Meetings	0	4
Directed Patrols	60	229
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0

General Patrol Activity

	Amount	YTD
Calls for Service/CAD Incidents	4,551	20,644
Criminal Arrests	314	1,298
Felony Drug Arrests	28	97
Firearms Siezed	26	76
Field Interviews	151	673
City Ordinance Arrests	3	24
Unlawful Use of Motor Vehicles	153	734

Traffic Accidents

	Amount	YTD
Traffic Accidents	196	986
Fatal Accidents	1	2
Personal Injury Accidents	29	168

Traffic Enforcement

	Amount	YTD
Traffic Citations	564	3,339
Written Warnings	386	2,016
Parking Citations	36	179

Traffic Targeted Enforcement Stats

	Amount	YTD
Driving Under the Influence (DUI) Arrests	18	108
DUI's Involving Accidents	3	34
Electronic Communication Device Stops	13	74
Speeding Stops	222	1,387

DECATUR ILLINOIS POLICE DEPARTMENT

2023 May Monthly Report

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD	Price	Street Value
Cannabis	0	grams	5,036	\$10 / gram	\$50,360
Cocaine - Powder	119	grams	481	\$100 / gram	\$48,100
Cocaine - Crack	20	grams	35	\$100 / gram	\$3,500
Heroin	15	grams	66	\$300 / gram	\$19,800
Ecstasy	0	hits	0	\$20 / hit	\$0
Meth	740	grams	2,574	\$100 / gram	\$257,400
K2/Pills	89	pills	172		

	Amount	YTD
Search Warrants	3	17
Currency Seized	\$7,465	\$50,057
Firearms Seized	8	36
Vehicles Seized	2	3
Arrests	10	55

Adult / Juvenile Detective Activity

	Amount	YTD
New Cases Assigned	136	541
Closed/Resolved Cases	73	335
Criminal Arrests	58	203
Homicides	1	8
Infant Death Investigations	0	0
Suicide Investigations	2	5
Missing Person Investigations	9	26
Computer Forensic Exams	5	20

U.S. Marshals Great Lakes Task Force

	Amount	YTD
Felony Arrests	15	77
Misdemeanor Arrests	2	10
TOTAL	17	87

	Amount	YTD
Sex Offender Registrations	122	638

**Public Works Department
Monthly Report
May 2023**

Engineering:

2021 Water Main Replacement Project:

Month Activity: All water mains are installed and operational. The remaining items include final cleanup.

Project Background: The project was designed by Engineering staff, the 2021 project is in three locations. The newly annexed neighborhood NW of Mound and Greenswitch, a small relocation of watermain on Rea's Bridge Rd near the bridge across lake Decatur, and in South Shores bounded by the streets Bay Shore, Point Bluff and Shoreline. The City received the IEPA permit in March and the project was advertised on March 17, 2021, with bids received on April 7, 2021. The project was awarded to Burdick Co as the lowest responsive bid on April 9, 2021. The start date was delayed due to the unexpected lead time on pipe, pipe is currently part of national material shortages. Burdick has completed the Rea's Bridge Area and Greenswitch Area. Work did not start in South Shores spring due to the delay in materials and after mid-November and cannot be restored with asphalt. Burdick has completed all watermain work.

Ellen and Division Inflow and Infiltration Reduction Project

Month Activity: The lining of the remaining services commenced in May, work is expected to take approx. 3 months to complete.

Project Background: The project was designed and advertised by Engineering staff and AECOM on January 5, 2022, with bids received on February 9, 2022. The project included the full rehabilitation by cured in place lining of the sanitary sewers and service laterals. The City

received three bids with National Water Main Cleaning Co. (NWMCC) providing the lowest responsive bid. The project was awarded to on February 22, 2022. NWMCC mobilized in April. Service lining wrapped up in December for the winter with a total of 319 of the approximant 500 services lined.

2022 State Motor Fuel Tax - Asphalt

Month Activity: All work paving and striping work is completed.

Project Background: The project was designed and advertised by Engineering staff on July 27, 2022, with bids received on August 10, 2022. Dunn Company provided the lowest responsive bid, and the contract was awarded by City Council on August 15, 2022. The concrete and water service work is scheduled to start on September 6 with paving to commence on each street once complete. The paving of Wood St and Chestnut is complete with the remaining paving work shut down for the winter.

2022 Water Main Replacement Project:

Month Activity: A&R completed the installation on Michigan Ave and is 75% complete in the Boiling Spring area.

Project Background: The project was designed and advertised by Engineering Staff on October 12, 2022, with bids received on November 3, 2022. A&R Mechanical Services, Inc. provided the lowest responsible bid, and the contract was awarded by City Council on November 21, 2022. The start date was delayed until April due to the lead times on materials. A&R has completed the water main installation on Danceland Rd and South Shores Dr.

**MUNICIPAL
SERVICES MONTHLY DATA MAY 2023**

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	202 patches	144	
Pothole Patch / Repair	1,973	278.5	
Street Repair / Asphalt	195.02 sq yds	105	
CONCRETE	QUANTITY	HOURS	OTHER INFO
SS Utility Cuts / Curb & Gutter	4.20	4	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	64.3 sq yds	100	
SS Utility Cuts / Sidewalk	543 sq ft	120	
Water Dept Cuts / Curb & Gutter	15 linear ft	2	
Water Dept Cuts / Driveway	5.3 sq yds	4.25	
Water Dept Cuts / Pavement	164.8 sq yds	222.5	
Water Dept Cuts / Sidewalk	55 sq ft	4.25	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		114.5	
Flowerbed Maintenance		48	
Fountain		31	
Mowing / Downtown Parks		72.5	
Special Events / Downtown Parks		2	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO

Special Projects / Events / Electrical		0	
Service Calls / Other Departments		0	
Street Light Maintenance		69	
Traffic Signal Repair		290 Straight / 35 OT	
Traffic Signal Maintenance		28	
Warning Siren Maintenance		61	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	97.32%	676.43	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		0	
Mowing City Lots		0	
Mowing City Property / ROW		324	
Mowing City Property / State ROW		262.7	
MSC Maintenance		370	
New Tree Care & Maintenance		16	
Pesticide Application		0	
Storm Damage Clean-up		61.5	
Stump Removal	0	0	
Tree Removal	125 (inch diameter)	34.5 Straight / 10 HC	
Tree Trimming	41	25 Straight / 10 HC	
Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO

Mail Delivery		18	
Parking Lots/Garage Maintenance		48	
Parking Meter Collection		4	
Parking Meter Repair		6	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	12,300 linear ft	30.6	
Catch Basin / Pumped	53	54	
Storm Sewer / Repaired	18	31	
Ditch / Cleaned	150 linear ft	55	
Culvert / Installed	146 linear ft	64	
Culvert / Jetted	139 linear ft	13	
Storm Sewer / Jetted	0 linear ft	0	
Sanitary Back-up / Jetted	4,984 linear ft	28 Straight / 26 OT	
Sanitary Manholes / Pumped	2	6	
Sanitary Sewers / Cleaned	58,273 linear ft	193	
Sanitary Sewers / Jetted	248 linear ft	4	
Sanitary Sewers / Roots	38,662 linear ft	96	
Street Cleaning / 3 rd Shift	139.7 miles	48	
Street Cleaning / State Routes	150 miles	250.7	
Street Cleaning / Neighborhoods	104.9 miles	264.5	
Street Cleaning / Priorities	91.1 miles	47	
Sanitary Manholes / Repaired	2	5	

TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	140	11	
Miscellaneous Traffic Control		40	
Mowing / Entry Signs		31	
Signs / Installed	86	153	
Signs / Made	160	113	
Signs / Repaired	66	115	
Striping / Paint	0 feet	0	
Striping / Tape	0 feet	0	
Symbols / Paint	0	0	
Symbols / Thermoplastic	1	10	
Traffic Control (set up & removal)		12	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property	31	96.5	
72-hour / Clean-Up	62	190	
72-hour / Clean-Up Court Time		0	
Abatements (weed & brush)	0	42 Straight / 7 HC	
Home Secures	25	65 Straight / 8 HC	

**Water Production Division
Monthly Report
May 2023**

DeWitt County Wellfield Improvements: INTERA Inc. continued work on pumping system and power supply options.

Lake Decatur Landscape Maintenance: Sites for this year's tree and brush removal project will be evaluated.

Lake Decatur Water Level: Lake Decatur was maintained at an average level of 614.1 feet (99% full) which is normal for May.

Lake Decatur Watershed Management Plan: Work continued on the \$9.88M USDA RCPP grant supplemental agreements with all grant partners and the \$150K 2020 IEPA Section 319 grant BMP projects and sub watershed planning. The \$250K 2021 IEPA Section 319 grant will be presented to the City Council for authorization in the near future. Northwater Consulting continued improving the watershed water quality monitoring network, continued plans and permits to construct several high priority Best Management Practices (BMPs), and work on the Sand Creek, Friends Creek, Wildcat Creek, and Willow Branch sub watershed plans. Staff continued BMP database creation, planning, and constructing Lake Decatur Watershed Protection Program BMPs.

Oakley Sediment Basin Drainage Improvements: Martin Engineering completed the topographic survey and began drainage improvements design.

South Water Treatment Plant East Clarifiers to Claricones Conversion: As of this month Plocher Construction has completed 90% of this project.

Vulcan Pit, Rhodes Landfill and Source Water Protection Plan: INTERA Inc. and City staff reviewed the Vulcan Pit new pipeline 60% design documents.

Water Production: Continued assisting with the South Water Treatment Plant claricone construction project and the design of the South Water Treatment Plant chemical feed systems, electrical system, and William Street Pump Station improvements projects. Analyzed a large quantity of water quality samples for Lake Decatur Watershed Management Plan monitoring and City sewer system. 577.67 million gallons of potable water were pumped into the water distribution system which was 3.47% less than May 2022.

Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents nor OUIs occurred in May.
3. Reduce the amount of sediment accumulating in the lake annually. Northwater Consulting will be providing the monitoring summary for this outcome.

May 2023

Water Services:

Staff repaired 13 fire hydrants, 13 water main failures, 58 water services and inspected 27 system control valves and 6 fire hydrants. Completed 1,251 Utility Billing service orders, 51 miscellaneous distribution system orders and replaced 19 water meters that were damaged due to the cold snap.