



**Monday, June 3, 2024
5:30 PM
City Council Chamber**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of May 20, 2024 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Authorizing the Execution of an Intergovernmental Agreement between the Board of Education of Decatur School District 61 and the City of Decatur to Provide Police Officers for School Security
2. Ordinance Granting a Permanent Easement to the Sanitary District of Decatur under Lake Decatur
3. Resolution Authorizing the Execution of an Agreement with the Norfolk Southern Railway Company for a Storm Sewer Crossing for the Oakland and Grand Sewer Separation Project, City Project 2021-01
4. Ordinance Authorizing the City of Decatur, Illinois to Borrow Funds from the Water Pollution Control Loan Program through the Illinois Environmental Protective Agency for the Oakland and Grand Sewer Separation Project, City Project 2021-01
5. 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. Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings
- B. Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Rotary Fest "The Wurst Cornhole Tournament Ever"
- C. Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Donnie's Homespun Pizza's Music in the Park
- D. Resolution Approving Appointment - Civil Service Commission
- E. Resolution Approving Reappointments - Historical and Architectural Sites Commission
- F. Resolution Approving Appointment - Electrical Commission
- G. Resolution Approving Appointment - Construction and Housing Board of Appeals
- H. Ordinance Annexing Territory 2232 Highland Road
- I. Ordinance Annexing Territory 2243 Highland Road
- J. Ordinance Annexing Territory 2230 South Shores Drive
- K. Ordinance Annexing Territory 3033 Turpin Road
- L. Ordinance Annexing Territory 3055 Turpin Road

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of May 20, 2024 City Council Meeting

ATTACHMENTS:

Description

Type

Minutes of May 20, 2024 CC Meeting

Backup Material

CITY COUNCIL MINUTES

Monday, May 20, 2024

On Monday, May 20, 2024, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Tim Gleason attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Cherri Johnson, Robert Walker, Max Pressgrove, Vicki Sheets, Patricia Gilliam, Violet Gilliam, Katherine Johnson, Abeer Motan and Ayn Owens.

City Manager Gleason and Council members responded to citizens' comments concerning the proposed day care center and property taxes.

The minutes of the May 6, 2024, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Ed Culp, Dennis Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

City Manager Gleason spoke briefly about the budget.

Ms. Ruby James, Director of Finance, presented the Treasurer's Financial Report and answered questions from Council members concerning the budget.

R2024-235 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co. Inc., for 2024 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2024-09, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2024-236 Resolution to Appropriate Motor Tax Funds for Restoration of Streets and Highways by Municipality under the Illinois Highway Code, City Project 2024-08, Annual Street

Restoration, Section 24-00408-00-FP, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Matt Newell, Public Works Director, answered questions from Council members regarding the selection and scoring of local roads for improvements.

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

R2024-237 Resolution to Appropriate Motor Fuel Tax Funds and Rebuild Illinois Funds for Restoration of Streets and Highways by Municipality under the Illinois Highway Code, City Project 2024-11, 27th Street Reconstruction, Section 24-00411-00-RP, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2024-238 Resolution Authorizing an Agreement with Heritage Behavioral Health Center for Streetscape Improvements on Prairie Avenue, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mayor Moore Wolfe announced that Councilman Horn was abstaining from the vote.

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

2024-77 Ordinance Annexing Territory - Northeast Corner of Brush College Road and Mound Road, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

2024-78 Ordinance Rezoning Property from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District - Northeast Corner of Mound Road and Brush College Road, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

2024-79 Ordinance Rezoning Property from M-2 Heavy Industrial District to M-1 Intense Commercial/Light Industrial District - 726 North Main Street and 701 to 725 North Water Street, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

2024-80 Ordinance Rezoning Property from R-3 Single Family Residence District to M-1 Intense Commercial/Light Industrial District - 1950 to 1990 North 35th Street, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

2024-81 Ordinance Rezoning Property from R-3 Single Family Residence District and R-6 Multiple Dwelling District to M-1 Intense Commercial/Light Industrial District - 1750 North 35th Street to 3504 East Division Street, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

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

2024-82 Item A. Ordinance Annexing Territory 2942 Turpin Road

2024-83 Item B. Ordinance Annexing Territory 2921 South Wheatland Road

R2024-239 Item C. Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford Inc. for the Purchase of One (1) 2023 Ford F-150 Crew Cab Pick Up Truck

R2024-240 Item D. Resolution Authorizing the Execution of an Agreement with Parkland Environmental for the Demolition of 968 W. Wood St.

R2024-241 Item E. Resolution Authorizing the Execution of an Agreement with Parkland Environmental for the Demolition of 815 N. Van Dyke St.

R2024-242 Item F. Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One (1) Ford F-150 Crew Cab and Two (2) Ford F-150 Extended Cab Trucks

Councilwoman Gregory moved Items A. through F. be approved by Omnibus Vote; seconded by Councilman Kuhle, and on call of the roll, Council members Ed Culp, Dennis

Cooper, Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle 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.

Deputy City Manager Jon Kindseth spoke about notifications sent to citizens regarding the Lead Service Line Replacement and Notification Act which requires that all service lines affected by lead be replaced within a required timeframe.

Mr. Matt Newell, Public Works Director, answered questions from Council members concerning lead testing services.

Councilman McDaniel thanked Public Works for the touch-a-truck equipment show during Public Works Week.

Councilman Horn raised concerns regarding the current ambulance service in Decatur and calls for service.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:38 p.m.

Approved _____
Kim Althoff
City Clerk

Police Department

DATE: 5/21/2024

MEMO: 24-15

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Intergovernmental Agreement between the City of Decatur and DPS 61 for the City to assign 5 police officers to Decatur Public Schools as School Resource Officers (School Security).

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

BACKGROUND:

For several decades, the Decatur Police Department has assigned officers to the Decatur Public School District 61 as school liaisons (also known as school resource officers). In 2014, DPS 61 and the City of Decatur entered into an agreement where DPS 61 would pay the city 75% of the total cost of 4 officers to be assigned to the schools during the school year. This arrangement has worked well for both parties.

In recent years, DPS 61 has sought to increase the number of school resource officers (SROs) to 5. DPD has been unable to accommodate that request due to staffing issues. Recently, DPD Administration evaluated this request again as we have been making personnel changes to better align with community needs and operational goals. During this review, DPD Administration decided that it was in the best interest of both parties that we proceed with adding the 5th SRO into the agreement, beginning in the 2024-2025 school year, which will start in August 2024. This is based on needs of the community, school district, and existing DPD resource allocations of police officers during the school year.

The IGA for this agreement is essentially the same as the previous IGA, in that DPS 61 will cover 75% of the cost of the 5 officers. The only substantive difference is the number of officers increased from four to five.

PRIOR COUNCIL ACTION: In December, 2014, Council approved a similar agreement for 4 DPD officers to be assigned as SROs.

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

ATTACHMENTS:

Description	Type
Resolution Letter	Resolution Letter
IGA for Additional SRO	Backup Material

RESOLUTION NO. R2024-_____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE BOARD OF EDUCATION OF DECATUR SCHOOL
DISTRICT 61 AND THE CITY OF DECATUR TO PROVIDE POLICE OFFICERS FOR
SCHOOL SECURITY**

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

Section 1. That the Intergovernmental Agreement presented to the City Council between the City of Decatur and the Board of Education of Decatur School District 61 (DPS 61) regarding the assignment of Decatur Police Officers as School Security (School Resource Officers) be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal, and attest said Intergovernmental Agreement between the City of Decatur and the Board of Education of Decatur School District 61 (DPS 61).

PRESENTED, PASSED, APPROVED, AND RECORDED this 3rd day of June 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE POLICE
OFFICERS FOR SCHOOL SECURITY**

THIS AGREEMENT between the BOARD OF EDUCATION OF DECATUR SCHOOL
DISTRICT NO. 61, Macon County, Illinois (the “District”)
and the CITY OF DECATUR, an Illinois Home Rule Municipality (the “City”):

WITNESSETH:

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1973 authorizes units of local government to contract or otherwise associate amount themselves, and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., provides inter alia, that “...(A)ny power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State...”; and

WHEREAS, the City and the District now wish to enter into a formal arrangement for the provision of police officers for security at the District’s various facilities; and

WHEREAS, the parties have mutually determined that the terms contained in this Agreement are in their mutual interests and the mutual interests of their constituents.

NOW, THEREFORE in consideration on the foregoing recitals and of the covenants and conditions hereinafter set forth, the adequacy and sufficiency of which the parties hereto stipulate, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth in the forgoing preamble are specifically incorporated into and made part of this Agreement as though fully set forth in this paragraph 1.
2. City of Provided Police Officers. The City shall assign two (2) police officers to the District beginning at the start of the 2024-25 school year to be assigned to the District's high schools, two (2) police officers to the District at the start of the 2024-25 school year to be assigned to the District's middle schools, and an additional one (1) police officer to the District beginning at the start of the 2024-2025 school year to be assigned at a school mutually agreed upon by the District and the City. Said assignments shall be for the period during the regular school year as determined by the District but typically mid-August through the end of May the following year for the purpose of providing security at its various facilities. Such officers shall work up to forty (40) hours per week in the schools of the District at times agreed upon between the City and the District. The District recognizes and acknowledges that the assigned officers will, from time to time, have duties, training and leaves as part of their duties of being a sworn police officer for the City that will take precedence over District duties and assignments and agree not to interfere with said duties, training and leaves. The police officers shall perform the duties and responsibilities while assigned and working in District facilities, as determined by the City and the District, with due diligence and to the best of their ability. From time to time the District may provide advice to the City relative to the performance of the assigned officers and their suitability for their assignment.
3. Employment Status. The police officers shall at all times be assigned to serve as police officers to the District and shall be subject to the command and control of the Chief of

Police. Such officers shall remain employees of the City, be subject to all applicable laws, statutes, Code, ordinances, Administrative Policies and Procedures of the City and all policies and procedures of the Decatur Police Department, and shall perform all of the duties, as that employment requires. The City shall be responsible for compensating the police officers, including any overtime, employee benefits, and workers compensation, as provided in the City's Collective Bargaining Agreement subject to the District's reimbursement as provided herein in Paragraph 5. No overtime will be allowed for District activities or purposes unless expressly authorized by the City's Police Chief. District will be responsible to reimburse City one hundred percent (100%) for any overtime incurred while performing District duties. The City shall supply the police officers with all law enforcement supplies, equipment and vehicle, as deemed appropriate by the City, and shall maintain payroll, attendance, and performance evaluation records. The police officers will at all times abide by the City's rules and all other policies and procedures, and shall not be deemed an employee of the District for any purpose. Officers assigned to the District pursuant to this Agreement shall not get involved in District administrative affairs and matters nor be requested to do so by the District, but shall respond to requests to assist the District in the maintenance of order in the buildings when called upon to do so.

4. Background Checks. The City represents that all police officers provided pursuant to this agreement, are fully trained and qualified to act as police officers in accordance with the laws of the State of Illinois.
5. Compensation. The District shall pay to City a sum equal to Seventy-Five Percent (75%) of the total cost for each and every police officer assigned under this Agreement. Said

payment shall be remitted to the City quarterly within thirty (30) days following written request by the City detailing the charges.

6. Compliance with District Policies and Laws. The Police officers shall comply with all applicable State, City and City Police Department laws, statutes, Codes, ordinances, rules and policies and all District policies in regard to the performance of their duties. If any City or Police Department rules, policies or procedures are in conflict with District policies, the City and Police Department rules, policies and procedures shall supersede and be followed by the Police officers.
7. Indemnification.
 - A. City Indemnification. The City shall and hereby does indemnify and hold harmless the District and its agents and employees against any claims, demands, costs or expenses including the cost of reasonable attorneys fees for the defense thereof, arising from or in connection with any negligent, grossly negligent, or willful acts related to this Agreement of the police officers or other City employee, official or officer, provided that said claims, demands, costs and expenses have not been directly or proximately caused by the negligence or misconduct of the District, its employees, officers, directors, agents, officials or employees.
 - B. District Indemnification. The District shall and hereby does indemnify and hold harmless the City and its officers, agents, and employees against any claims, demands, costs or expenses including the cost of reasonable attorneys fees for the defense thereof, arising from or in connection with any negligent, grossly negligent, or willful acts related to this Agreement of the District, its employees, officers, directors, agents or officials, provided that said claims, demands, costs and expenses

have not been directly or proximately caused by the negligence or misconduct of the police officers or other City employees, officials, or officers.

8. No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement, is intended to constitute nor shall constitute a waiver of the defenses available to the City and the District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.
9. Term. This Agreement shall be and remain in effect from the effective date specified in paragraph 15 below through June 30, 2025 and shall automatically renew for one (1) year terms thereafter unless notice of termination is served by one (1) party on the other by May 15th of the year prior to the commencement of a District school year.
10. Counterparts. This Agreement may be executed in counterparts.
11. Mutual Assistance. The parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the parties as reflected by the terms of the Agreement.
12. Notice. All notices required or permitted by this Agreement must be in writing and delivered personally or sent by certified mail, or return receipt requested in the following persons:

If to the City:

City of Decatur
City Manager
1 Gary K. Anderson Plaza
Decatur, Illinois 62523

Police Chief, City of Decatur
707 South Side Drive
Decatur, Illinois 62521

If to the District: Superintendent
Decatur Public School District #61
101 W. Cerro Gordo St.
Decatur, IL 62523

Either party may specify a different address to receive notices by providing a written directive given in accordance with this section.

13. Authority. Each party represents and warrants to the other that they have been lawfully authorized by their respective governing bodies to execute this Agreement.
14. Entire Agreement. This Agreement supersedes any and all prior agreements between the parties hereto regarding the subjects of this Agreement. This Agreement represents the entire agreement between the parties hereto and no other agreements shall be valid unless in writing and signed by each of the parties hereto.
15. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the parties executes the Agreement as set forth below.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed and it shall be dated and become effective on the date that the last of the duly authorized person signed as set forth below:

**BOARD OF EDUCATION OF
DECATUR SCHOOL DISTRICT
NO. 61, MACON COUNTY, ILLINOIS**

CITY OF DECATUR, ILLINOIS,

BY: _____

BY: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

Secretary

City Clerk

Public Works

DATE: 5/28/2024

MEMO: 2024-90

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director
Paul Caswell, P.E., City Engineer

SUBJECT:
Ordinance Granting a Permanent Easement to the Sanitary District of Decatur under Lake Decatur

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached ordinance authorizing the Mayor to sign and the City Clerk to attest to the conveyance of a permanent easement on City property under lake Decatur to the Sanitary District of Decatur.

BACKGROUND:

The subject easement is located just north of Lost Bridge Road across Lake Decatur as shown on the attached location map. The Sanitary District of Decatur is proposing to install a new force main parallel to the existing force main to add redundancy for the Lost Bridge Pump Station that serves the City's sanitary sewer system south of Rt 36 and east of Lake Decatur. The failure of the existing force main would cause a large environmental and economic impact to the area. The active force main crosses Lake Decatur just south of Lost Bridge Road and is approximately 38 years old. The City does not anticipate current or future disruption to the use of the lake for City for operations. The force main will be directionally drilled and is proposed to be a minimum of 20 feet below the lake.

LEGAL REVIEW: The Legal Department reviewed and approved the easement on May 24, 2024

PRIOR COUNCIL ACTION:

There have been no prior Council actions regarding these proposed easements.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

Sanitary District of Decatur

STAFF REFERENCE: Matt Newell, Director of Public Works, will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance Granting a Permanent Easement to the Sanitary District Decatur under Lake Decatur	Ordinance
Location Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE GRANTING A PERMANENT EASEMENT
TO THE SANITARY DISTRICT OF DECATUR UNDER LAKE DECATUR**

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

Section 1. That the grant of a permanent easement to the Sanitary District of Decatur presented to the City Council herewith and attached as Exhibit 1 and made a part hereof, for the following legal description be, and it is hereby, received, placed on file and approved.

A 20.00 feet wide permanent sanitary sewer easement being part of the South Half of Section 24, Township 16 North, Range 2 East of the Third Principal Meridian, City of Decatur, County of Macon, State of Illinois and being 10.00 feet on each side of the center line.

Said PERMANENT EASEMENT being more particularly described as follows:

Commencing at the Northwest Corner of the Richard G. Heise Resurvey of Lots 1 & 4 of Heise Addition, reference being had to the plat thereof in the Macon County Recorder's Office in Book 1832 on Page 433; thence South 04 degrees 16 minutes 45 seconds West on the west line of said Resurvey of Lots 1 & 4 of Heise Addition a distance of 249.39 feet to the southwest corner said Resurvey of Lots 1 & 4 of Heise Addition and the northerly right of way line of Lost Bridge Road (60 feet wide); thence on an assumed bearing of South 89 degrees 56 minutes 48 seconds West 60.17 feet to the northerly right of way line of Lost Bridge Road (66 feet wide); thence South 87 degrees 05 minutes 20 seconds West on said northerly right of way line of Lost Bridge Road (66 feet wide), a distance of 115.19 feet to the Point of Beginning of said centerline.

From said Point of Beginning; thence North 58 degrees 50 minutes 39 seconds West 2853.06 feet to a point on the westerly line of Tract 21, reference being had to Miscellaneous Deed Book 716 Document Number 262949 and the Point of Terminus. The sidelines of said easement are to be extended and shortened to meet all angle points.

Said centerline description is based on the design location. Said easement contains 1.31 acres, more or less.

Section 2. That the Mayor and City Clerk or designee be, and they are hereby, authorized and directed to execute said grant for an expansion to permanent easement, on behalf of the City of Decatur.

PRESENTED, and ADOPTED this 3rd day of June, 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Exhibit 1

SANITARY DISTRICT OF DECATUR
LOST BRIDGE ROAD FORCE MAIN REPLACEMENT
CITY OF DECATUR
MISC DEED, BOOK 716, DOC NO 262949, TRACT 21

GRANT OF PERMANENT EASEMENT FOR SANITARY SEWER

City of Decatur, ("Grantor"), for and in consideration of the Sanitary District of Decatur constructing a Sanitary Sewer upon the land described below, does convey(s) and warrant(s) to the Sanitary District of Decatur, ("Grantee") its successors and assigns, a permanent easement, for the purpose of laying, constructing, removing, replacing, inspecting, renewing, maintaining, repairing, operating and protecting the Sanitary Sewer consisting of piping, manholes and other appurtenances, said easement(s) to be shown on the attached exhibit, which exhibit is made a part of this Agreement, together with all necessary facilities incident to the construction, operation, and maintenance of said Sanitary Sewer, on, under, over, and across the following described property:

A 20.00 feet wide permanent sanitary sewer easement being part of the South Half of Section 24, Township 16 North, Range 2 East of the Third Principal Meridian, City of Decatur, County of Macon, State of Illinois and being 10.00 feet on each side of the center line.

Said PERMANENT EASEMENT being more particularly described as follows:

Commencing at the Northwest Corner of the Richard G. Heise Resurvey of Lots 1 & 4 of Heise Addition, reference being had to the plat thereof in the Macon County Recorder's Office in Book 1832 on Page 433; thence South 04 degrees 16 minutes 45 seconds West on the west line of said Resurvey of Lots 1 & 4 of Heise Addition a distance of 249.39 feet to the southwest corner said Resurvey of Lots 1 & 4 of Heise Addition and the northerly right of way line of Lost Bridge Road (60 feet wide); thence on an assumed bearing of South 89 degrees 56 minutes 48 seconds West 60.17 feet to the northerly right of way line of Lost Bridge Road (66 feet wide); thence South 87 degrees 05 minutes 20 seconds West on said northerly right of way line of Lost Bridge Road (66 feet wide), a distance of 115.19 feet to the Point of Beginning of said centerline.

From said Point of Beginning; thence North 58 degrees 50 minutes 39 seconds West 2853.06 feet to a point on the westerly line of Tract 21, reference being had to Miscellaneous Deed Book 716 Document Number 262949 and the Point of Terminus. The sidelines of said easement are to be extended and shortened to meet all angle points.

Said centerline description is based on the design location.

Said easement contains 1.31 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

Subject to easements, covenants and restrictions of record.

together with the perpetual right of access, ingress, and egress at all reasonable times to and from the property herein described for the purpose aforesaid.

It is expressly covenanted and agreed between the Grantor and the Grantee herein, and as covenants running with the land herein described, as follows:

(1) No permanent building or structure shall ever be constructed by the Grantor or its successors in interest, on said easement; provided however, the Grantor and its successors may use said strip of land for driveway, parking area, growing crops, fence or lawn improvements, as long as such use does not prohibit, damage, or unreasonably interfere with the use and purposes of said easement, or access by the Grantee for its use and purposes.

(2) The Grantee shall have the right and obligation to restore the surface of that part of the property herein described used for construction purposes, to its original grade and to re-seed any disturbed areas which were used as lawns, pastures, and greenways at the time of this easement.

(3) Any fence or other improvement not inconsistent with this easement which was located on the area covered by this easement, but which is moved or disturbed during construction, shall be restored as nearly as possible to its condition immediately prior to construction, at the expense of the Grantee.

(4) The Grantee shall make reasonable effort to preserve any trees, shrubbery, or other items of landscaping during construction, but the Grantee shall have the right to remove, without obligation to replace, trees and shrubbery within the area covered by the easement where such removal is reasonably necessary to the economical construction, reconstruction, or repair of the Sanitary Sewer and for the access of equipment.

(5) Said Sanitary Sewer and all facilities used or useful in connection therewith shall be installed and maintained at Grantee's sole risk and expense, with due diligence and in a workmanlike manner, and Grantee shall indemnify and save Grantor harmless from any loss, damage, or injury to person or property arising out of the Grantee's operations hereunder, except such as may directly result from the negligence of Grantor.

(6) Notwithstanding the description contained herein, the easements granted hereby shall only extend to so much of the property described herein as is actually owned by Grantor on the execution date hereof. Further, the easements granted hereby are under and subject to any existing easement, right of way, reservation, restriction or other defect in the title either of record or, if not of record, visually discernable on

Grantors property.

(7) This Agreement contains all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, shall be deemed to exist.

Dated this _____ day of _____ A.D., 2024.

_____(SEAL)

_____(SEAL)
Grantor(s)

STATE OF ILLINOIS

COUNTY OF MACON

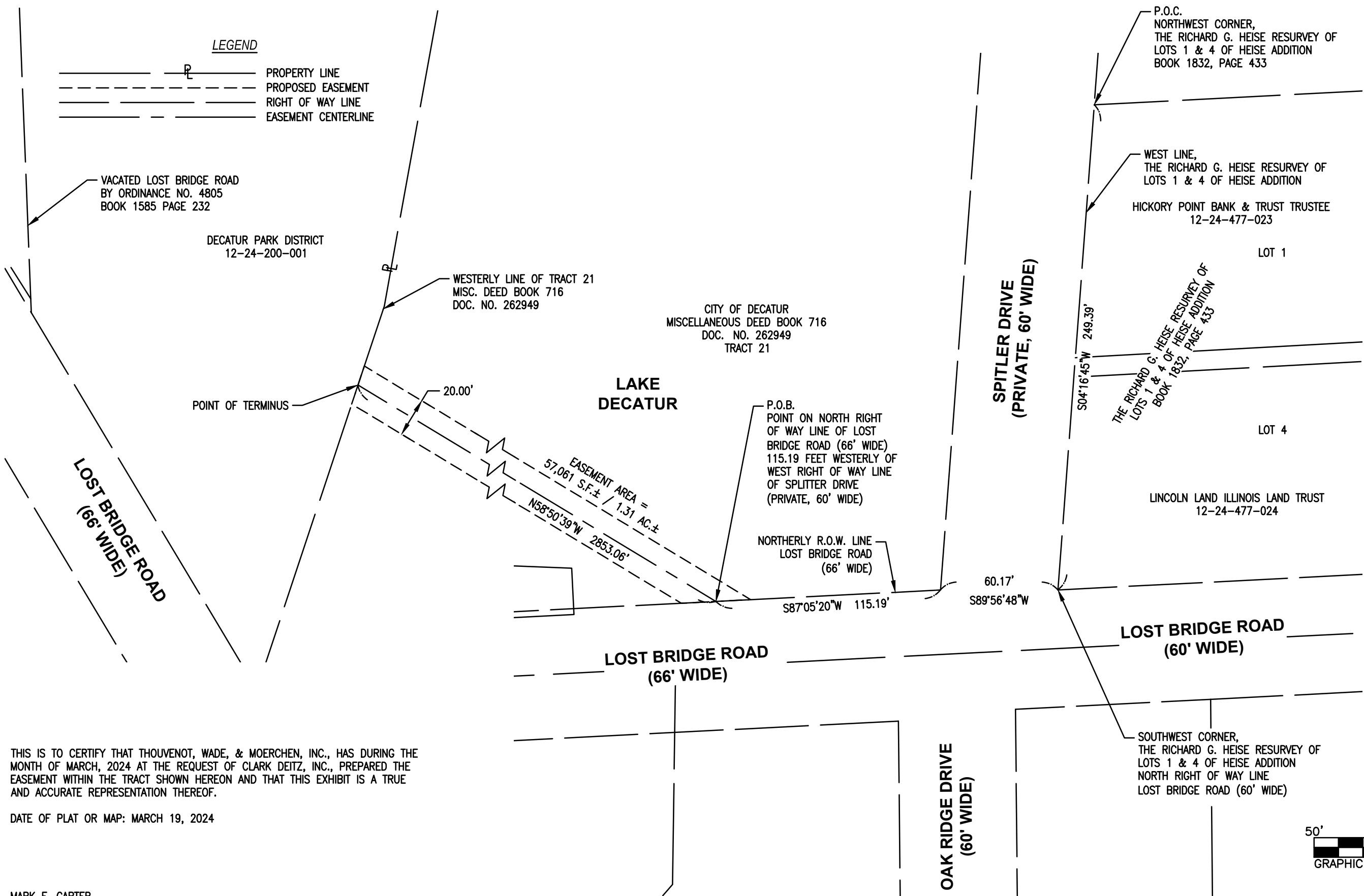
I, _____, a Notary Public in and for said County and State, do hereby certify that _____ who is (are) personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she(they) signed, sealed, and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2024.

_____(SEAL)

This document, consisting of three pages, was prepared by: Sanitary District of Decatur	Return to: Sanitary District of Decatur Attn: Don Miller 501 Dipper Lane Decatur, IL. 62522
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R:\Projects\2023\231419\4 CADD - DWG\4.6 Surv\231419-EASE.dwg Plotted By: jclay



THIS IS TO CERTIFY THAT THOUVENOT, WADE, & MOERCHEN, INC., HAS DURING THE MONTH OF MARCH, 2024 AT THE REQUEST OF CLARK DEITZ, INC., PREPARED THE EASEMENT WITHIN THE TRACT SHOWN HEREON AND THAT THIS EXHIBIT IS A TRUE AND ACCURATE REPRESENTATION THEREOF.

DATE OF PLAT OR MAP: MARCH 19, 2024

MARK E. CARTER
DATE: MARCH 19, 2024
LICENSE NUMBER: 035-003614
EXPIRATION DATE: NOVEMBER 30, 2024

TWM
CONSULTING ENGINEERING
GEOSPATIAL SERVICES
ILLINOIS SWANSEA COLUMBIA GLEN CARBON PEORIA DECATUR
MISSOURI ST. CHARLES ST. LOUIS COLUMBIA
TENNESSEE NASHVILLE CHATTANOOGA ATHENS

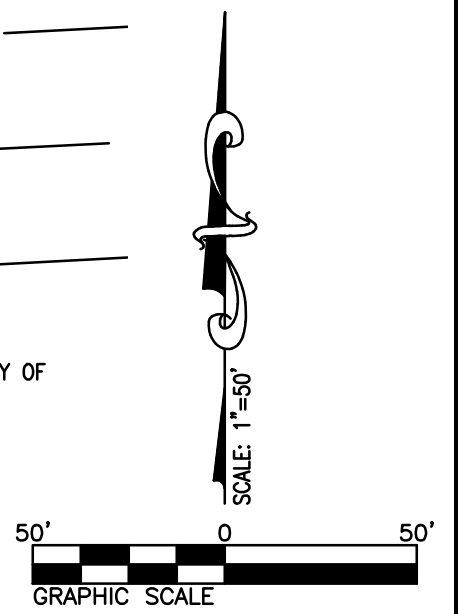
THOUVENOT, WADE & MOERCHEN, INC.
SWANSEA OFFICE
4940 OLD COLLINSVILLE RD.
SWANSEA, ILLINOIS 62226-2025
TEL (618) 624-4488
WWW.TWM-INC.COM

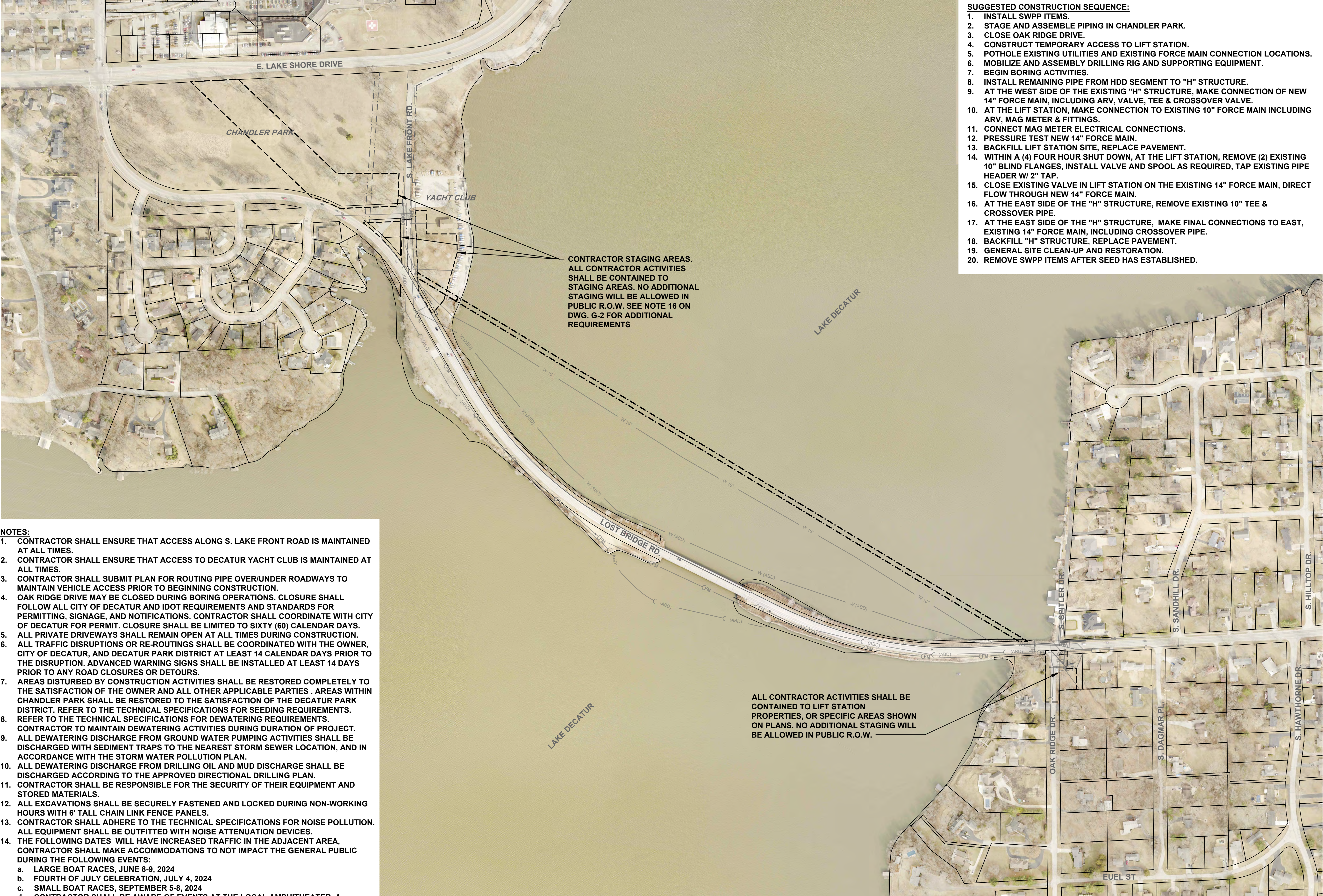
L62-231419

PROJECT:
PERMANENT EASEMENT EXHIBIT
PART OF THE SOUTH HALF,
SECTION 24, T16N, R2E, OF THE
3RD PM
CITY OF DECATUR, IL

TITLE:
EXHIBIT B

SHEET 1 OF 1

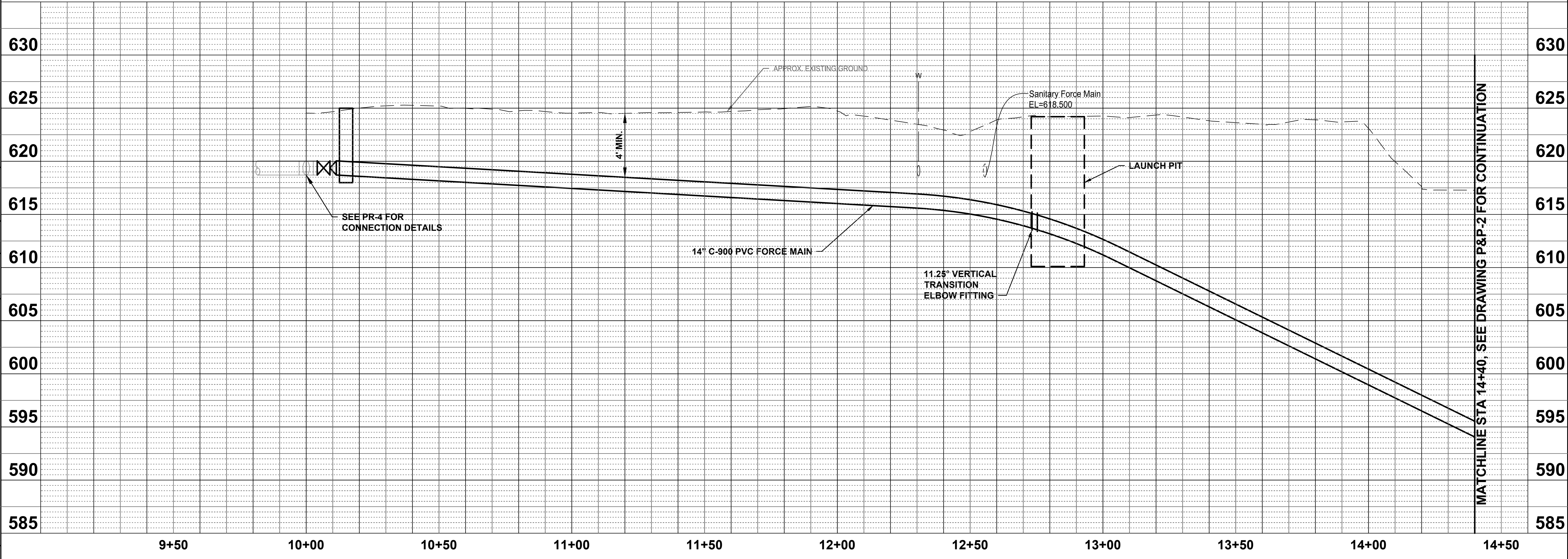
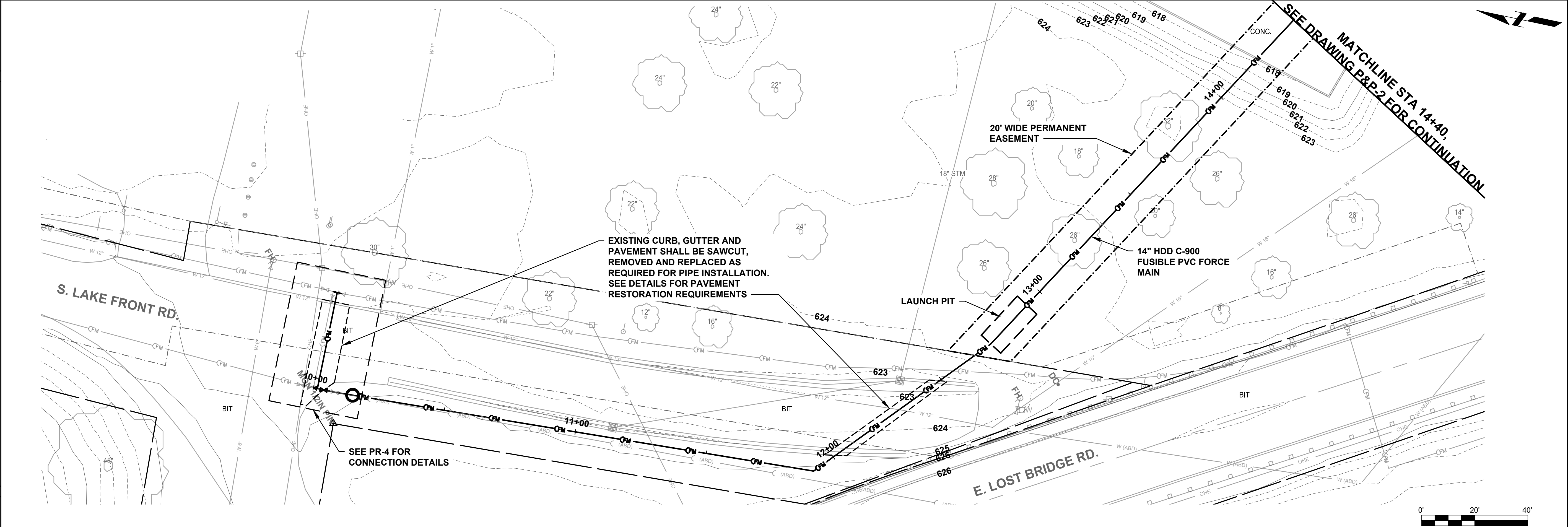


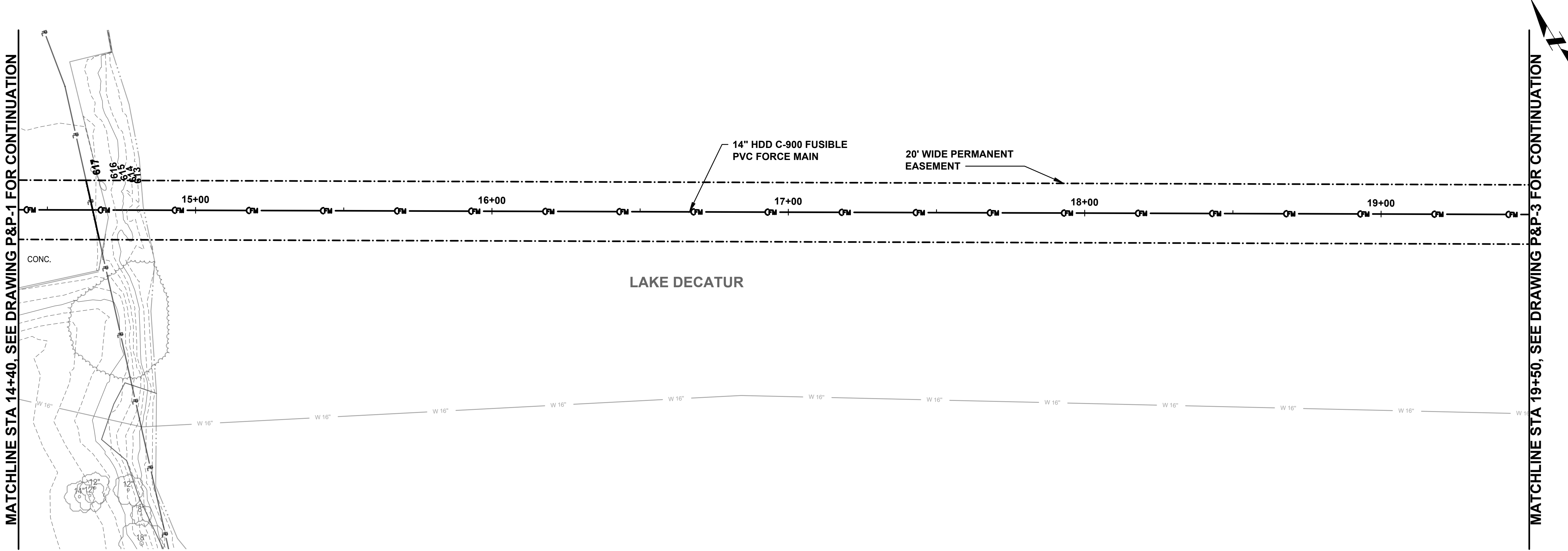
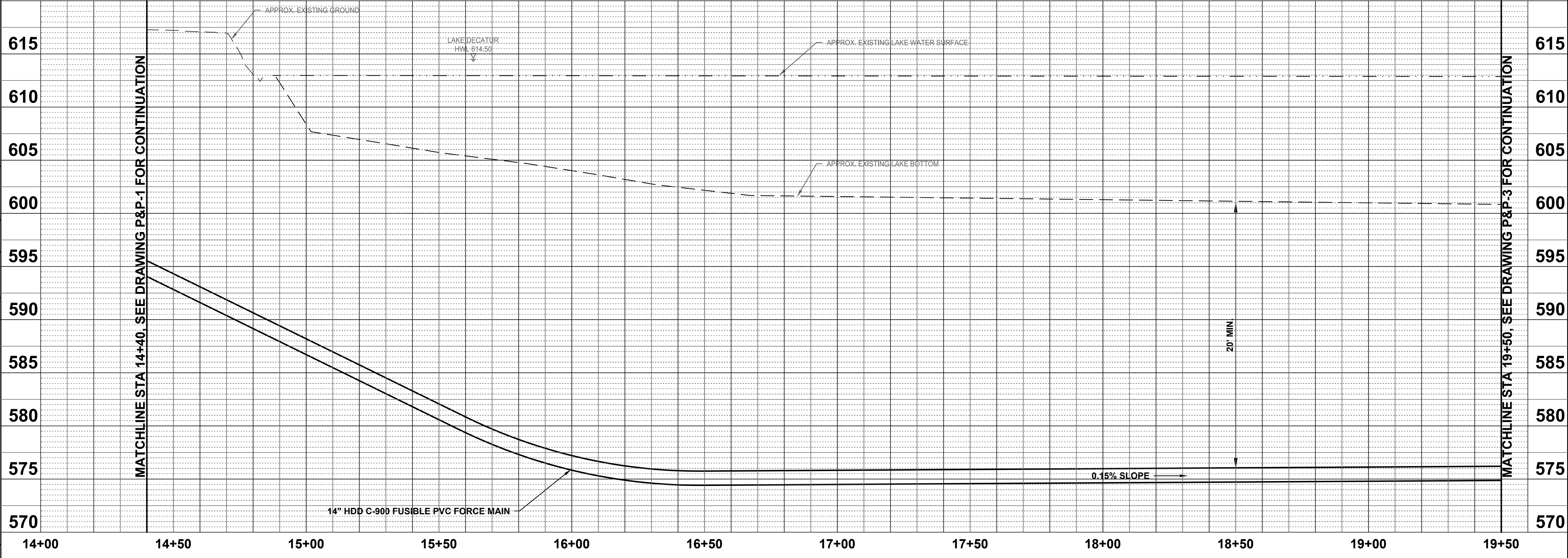


- NOTES:**
1. CONTRACTOR SHALL ENSURE THAT ACCESS ALONG S. LAKE FRONT ROAD IS MAINTAINED AT ALL TIMES.
 2. CONTRACTOR SHALL ENSURE THAT ACCESS TO DECATUR YACHT CLUB IS MAINTAINED AT ALL TIMES.
 3. CONTRACTOR SHALL SUBMIT PLAN FOR ROUTING PIPE OVER/UNDER ROADWAYS TO MAINTAIN VEHICLE ACCESS PRIOR TO BEGINNING CONSTRUCTION.
 4. OAK RIDGE DRIVE MAY BE CLOSED DURING BORING OPERATIONS. CLOSURE SHALL FOLLOW ALL CITY OF DECATUR AND IDOT REQUIREMENTS AND STANDARDS FOR PERMITTING, SIGNAGE, AND NOTIFICATIONS. CONTRACTOR SHALL COORDINATE WITH CITY OF DECATUR FOR PERMIT. CLOSURE SHALL BE LIMITED TO SIXTY (60) CALENDAR DAYS.
 5. ALL PRIVATE DRIVEWAYS SHALL REMAIN OPEN AT ALL TIMES DURING CONSTRUCTION.
 6. ALL TRAFFIC DISRUPTIONS OR RE-ROUTINGS SHALL BE COORDINATED WITH THE OWNER, CITY OF DECATUR, AND DECATUR PARK DISTRICT AT LEAST 14 CALENDAR DAYS PRIOR TO THE DISRUPTION. ADVANCED WARNING SIGNS SHALL BE INSTALLED AT LEAST 14 DAYS PRIOR TO ANY ROAD CLOSURES OR DETOURS.
 7. AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED COMPLETELY TO THE SATISFACTION OF THE OWNER AND ALL OTHER APPLICABLE PARTIES . AREAS WITHIN CHANDLER PARK SHALL BE RESTORED TO THE SATISFACTION OF THE DECATUR PARK DISTRICT. REFER TO THE TECHNICAL SPECIFICATIONS FOR SEEDING REQUIREMENTS.
 8. REFER TO THE TECHNICAL SPECIFICATIONS FOR DEWATERING REQUIREMENTS. CONTRACTOR TO MAINTAIN DEWATERING ACTIVITIES DURING DURATION OF PROJECT.
 9. ALL DEWATERING DISCHARGE FROM GROUND WATER PUMPING ACTIVITIES SHALL BE DISCHARGED WITH SEDIMENT TRAPS TO THE NEAREST STORM SEWER LOCATION, AND IN ACCORDANCE WITH THE STORM WATER POLLUTION PLAN.
 10. ALL DEWATERING DISCHARGE FROM DRILLING OIL AND MUD DISCHARGE SHALL BE DISCHARGED ACCORDING TO THE APPROVED DIRECTIONAL DRILLING PLAN.
 11. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF THEIR EQUIPMENT AND STORED MATERIALS.
 12. ALL EXCAVATIONS SHALL BE SECURELY FASTENED AND LOCKED DURING NON-WORKING HOURS WITH 6' TALL CHAIN LINK FENCE PANELS.
 13. CONTRACTOR SHALL ADHERE TO THE TECHNICAL SPECIFICATIONS FOR NOISE POLLUTION. ALL EQUIPMENT SHALL BE OUTFITTED WITH NOISE ATTENUATION DEVICES.
 14. THE FOLLOWING DATES WILL HAVE INCREASED TRAFFIC IN THE ADJACENT AREA, CONTRACTOR SHALL MAKE ACCOMMODATIONS TO NOT IMPACT THE GENERAL PUBLIC DURING THE FOLLOWING EVENTS:
 - a. LARGE BOAT RACES, JUNE 8-9, 2024
 - b. FOURTH OF JULY CELEBRATION, JULY 4, 2024
 - c. SMALL BOAT RACES, SEPTEMBER 5-8, 2024
 - d. CONTRACTOR SHALL BE AWARE OF EVENTS AT THE LOCAL AMPHITHEATER, A SCHEDULE CAN BE FOUND AT www.devonamphitheater.com

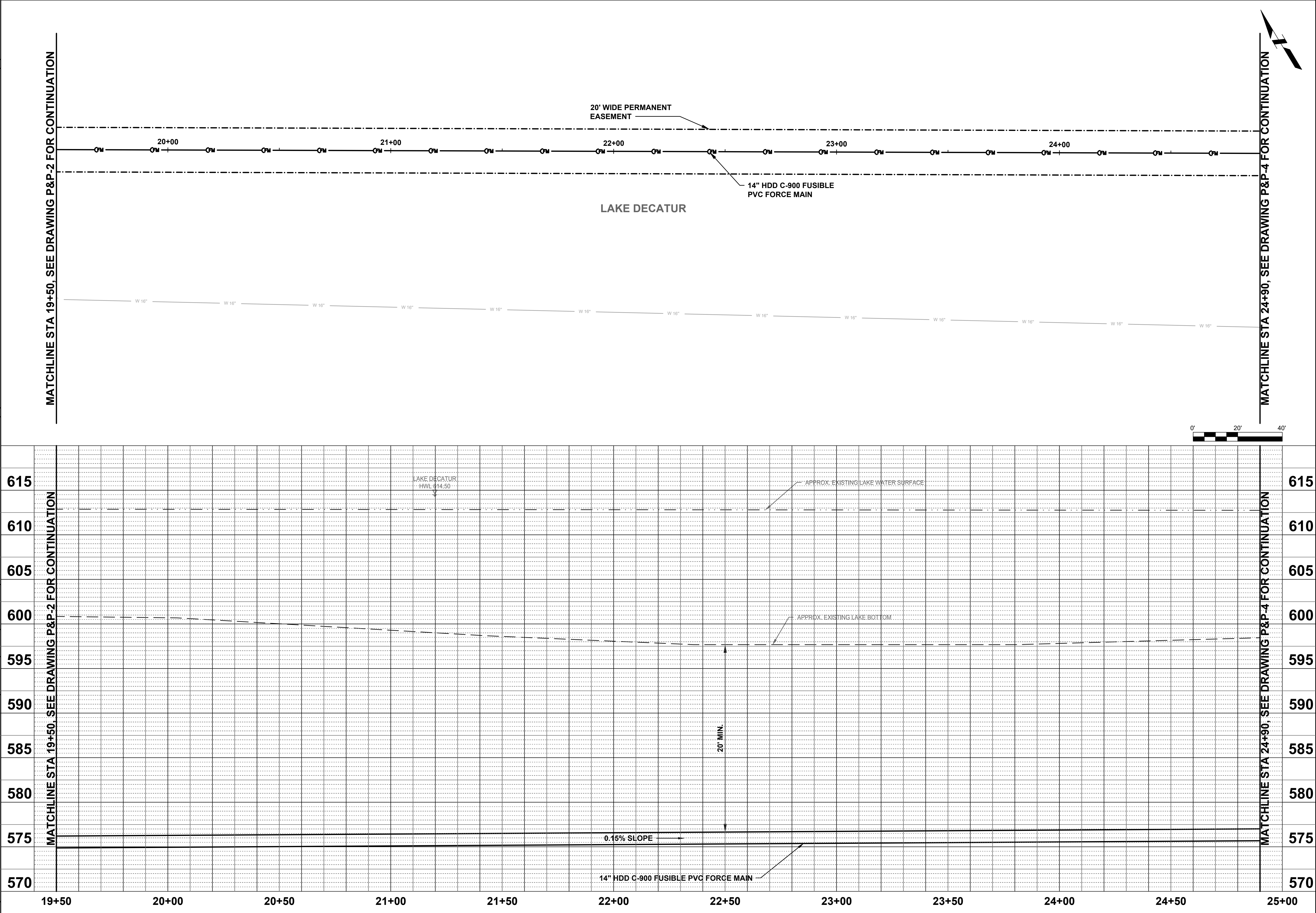


- SUGGESTED CONSTRUCTION SEQUENCE:**
1. INSTALL SWPP ITEMS.
 2. STAGE AND ASSEMBLE PIPING IN CHANDLER PARK.
 3. CLOSE OAK RIDGE DRIVE.
 4. CONSTRUCT TEMPORARY ACCESS TO LIFT STATION.
 5. POTHOLE EXISTING UTILITIES AND EXISTING FORCE MAIN CONNECTION LOCATIONS.
 6. MOBILIZE AND ASSEMBLY DRILLING RIG AND SUPPORTING EQUIPMENT.
 7. BEGIN BORING ACTIVITIES.
 8. INSTALL REMAINING PIPE FROM HDD SEGMENT TO "H" STRUCTURE.
 9. AT THE WEST SIDE OF THE EXISTING "H" STRUCTURE, MAKE CONNECTION OF NEW 14" FORCE MAIN, INCLUDING ARV, VALVE, TEE & CROSSOVER VALVE.
 10. AT THE LIFT STATION, MAKE CONNECTION TO EXISTING 10" FORCE MAIN INCLUDING ARV, MAG METER & FITTINGS.
 11. CONNECT MAG METER ELECTRICAL CONNECTIONS.
 12. PRESSURE TEST NEW 14" FORCE MAIN.
 13. BACKFILL LIFT STATION SITE, REPLACE PAVEMENT.
 14. WITHIN A (4) FOUR HOUR SHUT DOWN, AT THE LIFT STATION, REMOVE (2) EXISTING 10" BLIND FLANGES, INSTALL VALVE AND SPOOL AS REQUIRED, TAP EXISTING PIPE HEADER W/ 2" TAP.
 15. CLOSE EXISTING VALVE IN LIFT STATION ON THE EXISTING 14" FORCE MAIN, DIRECT FLOW THROUGH NEW 14" FORCE MAIN.
 16. AT THE EAST SIDE OF THE "H" STRUCTURE, REMOVE EXISTING 10" TEE & CROSSOVER PIPE.
 17. AT THE EAST SIDE OF THE "H" STRUCTURE, MAKE FINAL CONNECTIONS TO EAST, EXISTING 14" FORCE MAIN, INCLUDING CROSSOVER PIPE.
 18. BACKFILL "H" STRUCTURE, REPLACE PAVEMENT.
 19. GENERAL SITE CLEAN-UP AND RESTORATION.
 20. REMOVE SWPP ITEMS AFTER SEED HAS ESTABLISHED.





ClarkDietz DESIGN FIRM REGISTRATION NO. 184-000450 125 West Church Street Champaign, Illinois 61820 PHONE : 217.373.8900 www.clarkdietz.com	
PROJECT TITLE SANITARY DISTRICT OF DECATUR LOST BRIDGE ROAD FORCE MAIN REPLACEMENT	
DESIGNED BY: NDR DRAWN BY: CWL CHECKED BY: JLE DATE CHECKED: 03/24	
DRAWING TITLE PLAN & PROFILE	
PROJECT No. D0540050	
DRAWING No. P&P-2 DRAWING 7 OF 17 DRAWINGS	



DESIGN FIRM REGISTRATION NO. 184-000450

125 West Church Street
Champaign, Illinois 61820
PHONE : 217.373.8900 www.clarkdietz.com

PROJECT TITLE

SANITARY DISTRICT OF
DECATUR
LOST BRIDGE ROAD
FORCE MAIN REPLACEMENT

DESIGNED BY:	NDR
DRAWN BY:	CWL
CHECKED BY:	JLE
DATE CHECKED:	03/24

DATE	REVISION

DRAWING TITLE

PLAN & PROFILE

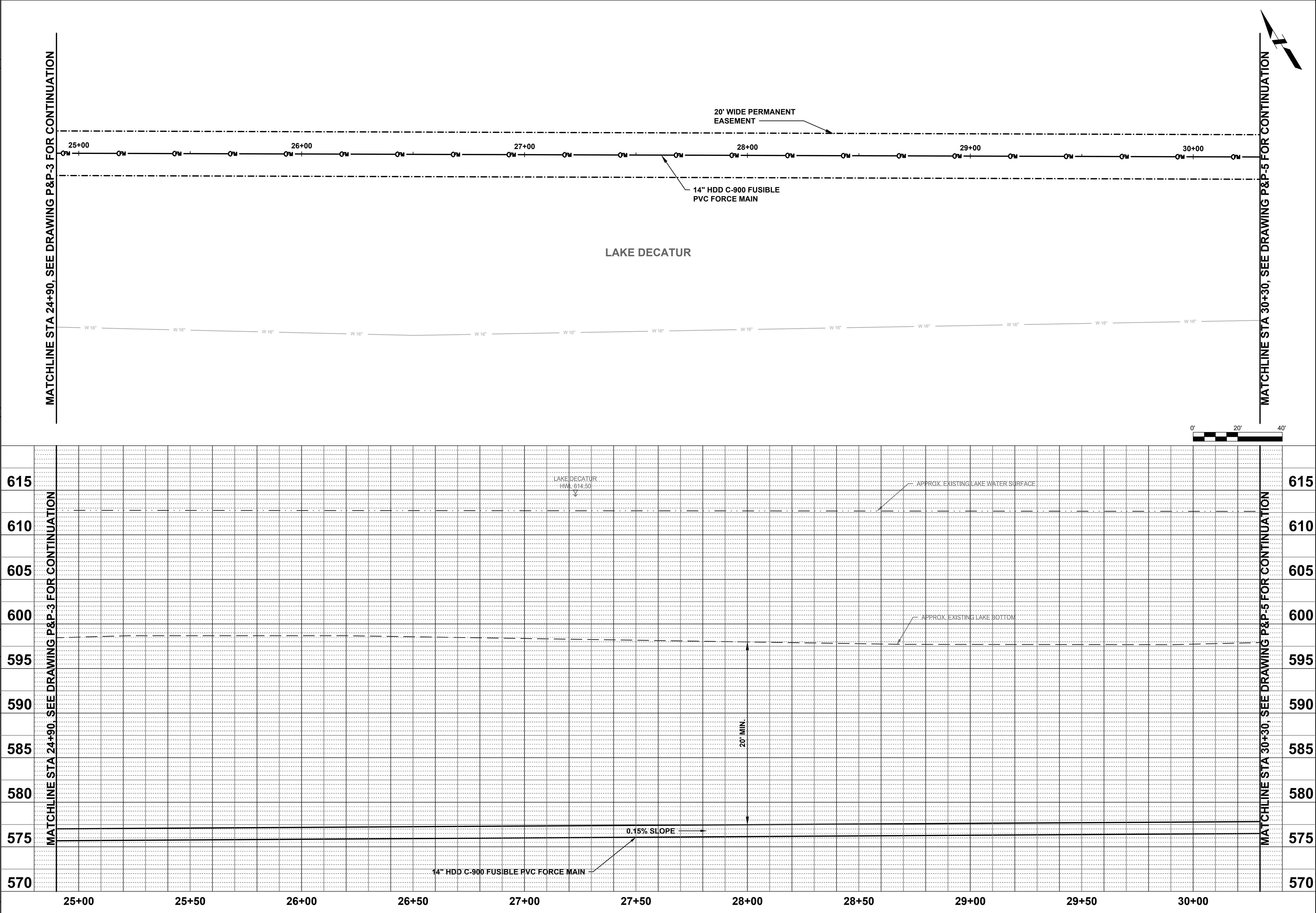
PROJECT No.

D0540050

DRAWING No.

P&P-3

DRAWING 8 OF 17 DRAWINGS



DESIGN FIRM REGISTRATION NO. 184-000450
125 West Church Street
Champaign, Illinois 61820
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PROJECT TITLE

SANITARY DISTRICT OF
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DESIGNED BY: NDR
DRAWN BY: CWL
CHECKED BY: JLE
DATE CHECKED: 03/24

DATE	REVISION

DRAWING TITLE

PLAN & PROFILE

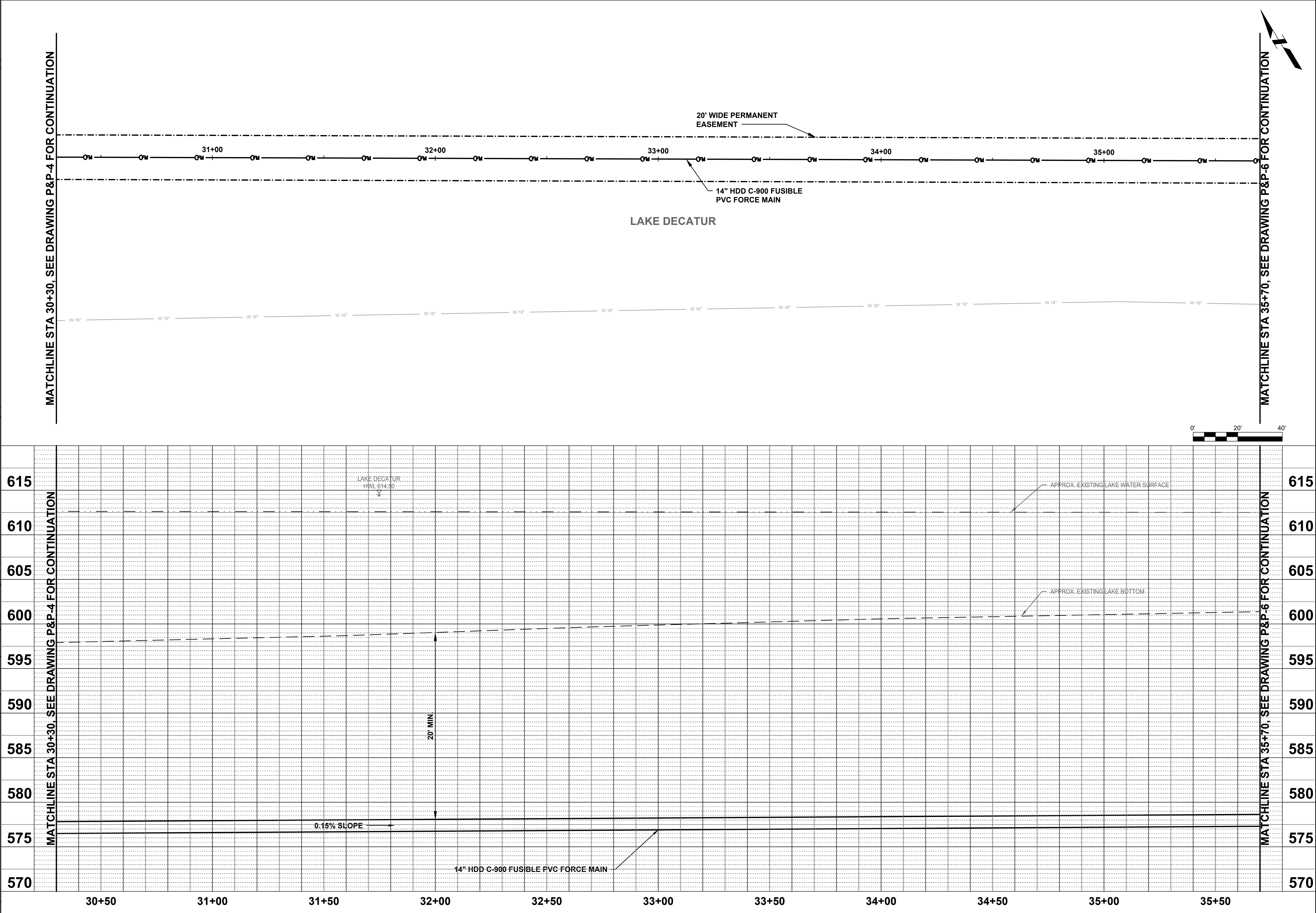
PROJECT No.

D0540050

DRAWING No.

P&P-4

DRAWING 9 OF 17 DRAWINGS



DESIGN FIRM REGISTRATION NO. 184-000450
125 West Church Street
Champaign, Illinois 61820
PHONE : 217.373.8900 www.clarkdietz.com

PROJECT TITLE

SANITARY DISTRICT OF
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FORCE MAIN REPLACEMENT

DESIGNED BY: NDR
DRAWN BY: CWL
CHECKED BY: JLE
DATE CHECKED: 03/24

DATE	REVISION

DRAWING TITLE

PLAN & PROFILE

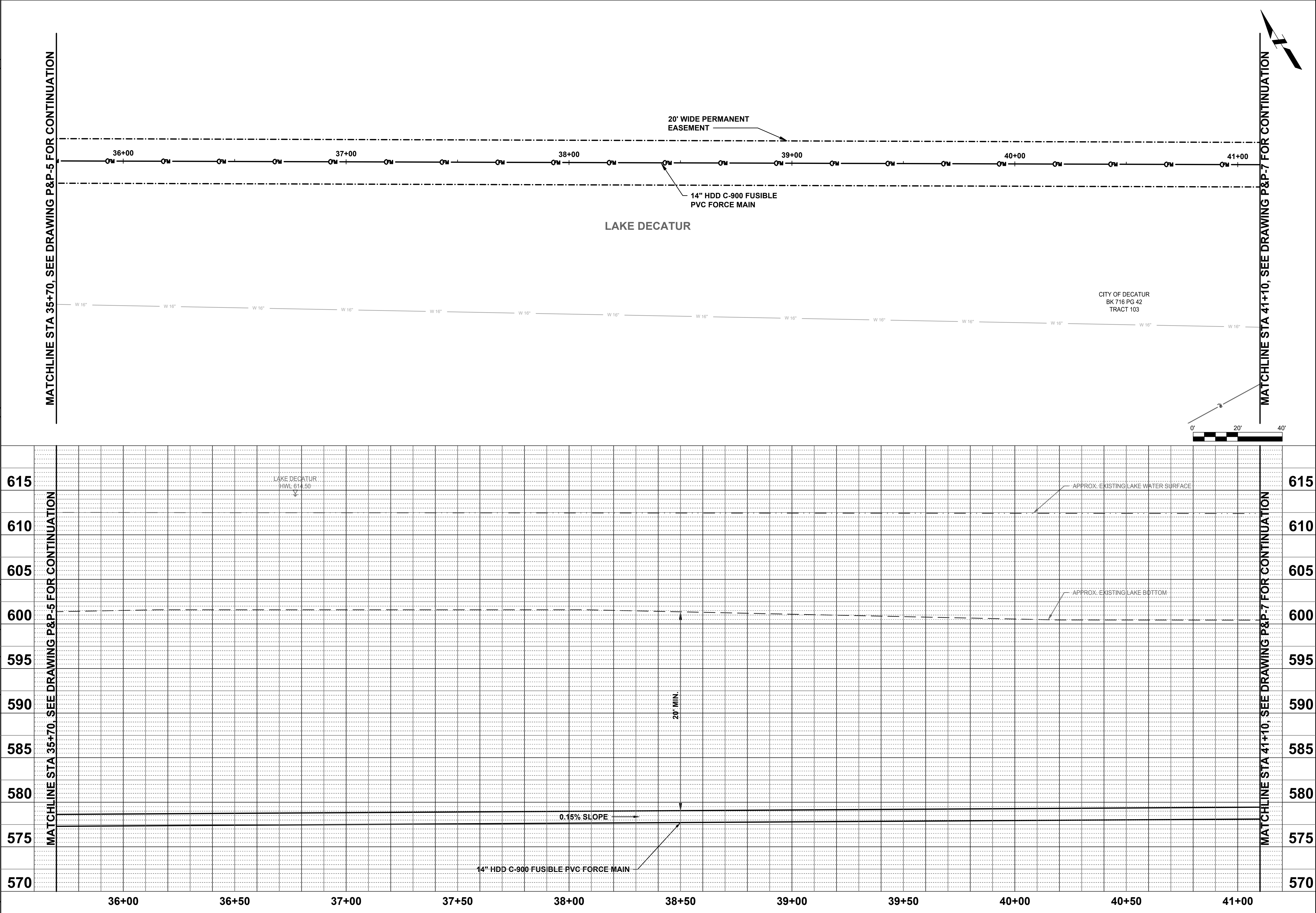
PROJECT No.

D0540050

DRAWING No.

P&P-5

DRAWING 10 OF 17 DRAWINGS



DESIGN FIRM REGISTRATION NO. 184-000450
125 West Church Street
Champaign, Illinois 61820
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PROJECT TITLE

SANITARY DISTRICT OF
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DESIGNED BY: NDR
DRAWN BY: CWL
CHECKED BY: JLE
DATE CHECKED: 03/24

DATE	REVISION

DRAWING TITLE

PLAN & PROFILE

PROJECT No.

D0540050

DRAWING No.

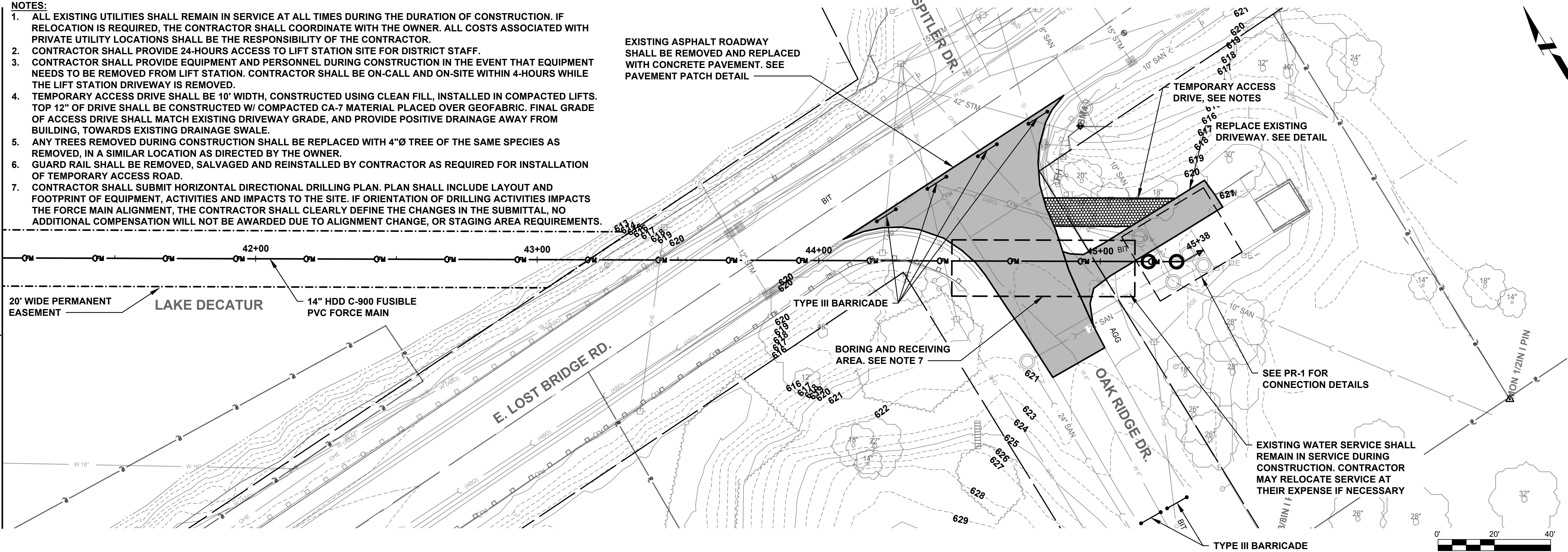
P&P-6

DRAWING 11 OF 17 DRAWINGS

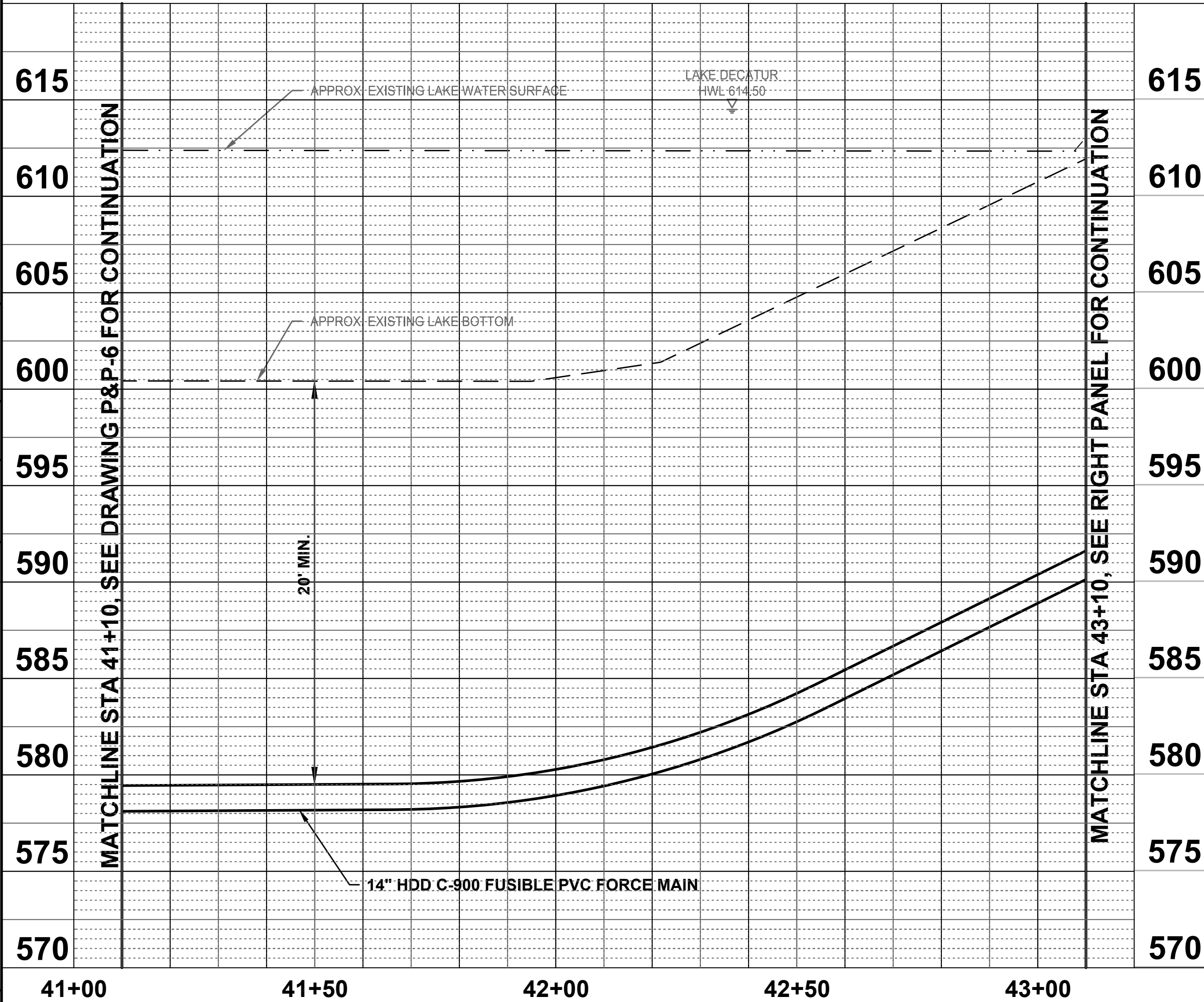
MATCHLINE STA 41+10, SEE DRAWING P&P-6 FOR CONTINUATION

- NOTES:**
1. ALL EXISTING UTILITIES SHALL REMAIN IN SERVICE AT ALL TIMES DURING THE DURATION OF CONSTRUCTION. IF RELOCATION IS REQUIRED, THE CONTRACTOR SHALL COORDINATE WITH THE OWNER. ALL COSTS ASSOCIATED WITH PRIVATE UTILITY LOCATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 2. CONTRACTOR SHALL PROVIDE 24-HOURS ACCESS TO LIFT STATION SITE FOR DISTRICT STAFF.
 3. CONTRACTOR SHALL PROVIDE EQUIPMENT AND PERSONNEL DURING CONSTRUCTION IN THE EVENT THAT EQUIPMENT NEEDS TO BE REMOVED FROM LIFT STATION. CONTRACTOR SHALL BE ON-CALL AND ON-SITE WITHIN 4-HOURS WHILE THE LIFT STATION DRIVEWAY IS REMOVED.
 4. TEMPORARY ACCESS DRIVE SHALL BE 10' WIDTH, CONSTRUCTED USING CLEAN FILL, INSTALLED IN COMPACTED LIFTS. TOP 12" OF DRIVE SHALL BE CONSTRUCTED W/ COMPACTED CA-7 MATERIAL PLACED OVER GEOFABRIC. FINAL GRADE OF ACCESS DRIVE SHALL MATCH EXISTING DRIVEWAY GRADE, AND PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING, TOWARDS EXISTING DRAINAGE SWALE.
 5. ANY TREES REMOVED DURING CONSTRUCTION SHALL BE REPLACED WITH 4"Ø TREE OF THE SAME SPECIES AS REMOVED, IN A SIMILAR LOCATION AS DIRECTED BY THE OWNER.
 6. GUARD RAIL SHALL BE REMOVED, SALVAGED AND REINSTALLED BY CONTRACTOR AS REQUIRED FOR INSTALLATION OF TEMPORARY ACCESS ROAD.
 7. CONTRACTOR SHALL SUBMIT HORIZONTAL DIRECTIONAL DRILLING PLAN. PLAN SHALL INCLUDE LAYOUT AND FOOTPRINT OF EQUIPMENT, ACTIVITIES AND IMPACTS TO THE SITE. IF ORIENTATION OF DRILLING ACTIVITIES IMPACTS THE FORCE MAIN ALIGNMENT, THE CONTRACTOR SHALL CLEARLY DEFINE THE CHANGES IN THE SUBMITTAL, NO ADDITIONAL COMPENSATION WILL NOT BE AWARDED DUE TO ALIGNMENT CHANGE, OR STAGING AREA REQUIREMENTS.

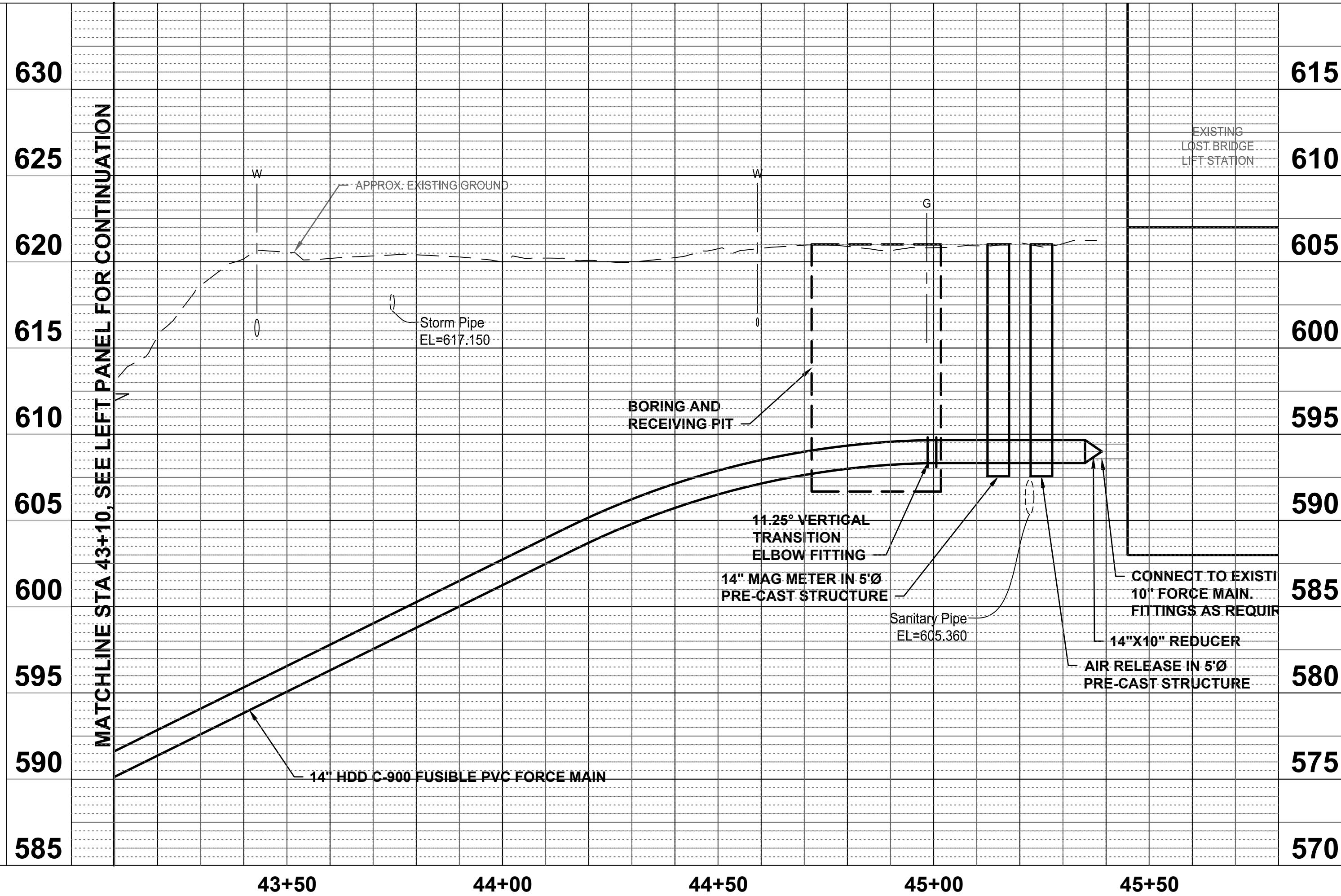
EXISTING ASPHALT ROADWAY SHALL BE REMOVED AND REPLACED WITH CONCRETE PAVEMENT. SEE PAVEMENT PATCH DETAIL



MATCHLINE STA 41+10, SEE DRAWING P&P-6 FOR CONTINUATION



MATCHLINE STA 43+10, SEE LEFT PANEL FOR CONTINUATION



ClarkDietz

DESIGN FIRM REGISTRATION NO. 184-000450
125 West Church Street
Champaign, Illinois 61820
PHONE : 217.373.8900
www.clarkdietz.com

PROJECT TITLE
**SANITARY DISTRICT OF
DECATUR
LOST BRIDGE ROAD
FORCE MAIN REPLACEMENT**

DESIGNED BY: NDR
DRAWN BY: CWL
CHECKED BY: JLE
DATE CHECKED: 03/24

DATE REVISION

DRAWING TITLE
PLAN & PROFILE

PROJECT No.
D0540050

DRAWING No.
P&P-7

DRAWING 12 OF 17 DRAWINGS

NOTE: DIMENSIONAL DATA IS NOT TO BE OBTAINED BY SCALING ANY PORTION OF THIS DRAWING.

Public Works

DATE: 5/28/2024

MEMO: 2024-78

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, P.E., Public Works Director
Paul Caswell, P.E., City Engineer

SUBJECT:

Resolution Authorizing the Execution of an Agreement with the Norfolk Southern Railway Company for a Storm Sewer Crossing for the Oakland and Grand Sewer Separation Project City Project 2021-01

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve, and that the Mayor be authorized to execute the following for the Oakland and Grand Sewer Separation Project:

1. Resolution authorizing the execution of an agreement with the Norfolk Southern Railroad Company for the crossing of the proposed storm sewer.
2. Ordinance authorizing the City to borrow Funds from the Water Pollution Control Program through the Illinois Environmental Protection Agency. The ordinance authorizes a loan of up to \$16.5 million for the Oakland/Grand Sewer Separation Project

BACKGROUND:

US EPA Administrative Consent Order Status

The current version of the City's Sanitary Sewer Collection System Alternatives Analysis (SCSAA) identifies four top priority areas of the City experiencing high inflow and infiltration during storm events. It should be noted that these are not the only areas in the City with high rain induced sewer problems, but these are the highest priority areas.

1. North Lost Bridge Area
2. Florian Avenue Area
3. Grand and Oakland Area (Basin 5&6 in the SCSAA)
4. Ellen / Division Area

The Oakland and Grand area is identified in the SCSAA due to its being a combined sewer (carrying both storm and sanitary flows) with a history of wet weather basement backups. The

predominant cause of basement backups in the area is the high amounts of storm water entering the combined sanitary sewers. Combined sewers serve nearly 40% of the City, mostly in the older areas.

The current SCSAA was submitted to USEPA on November 30, 2017. The plan has not yet received final approval; however, following discussions with the City Council in the fall of 2020, it was determined to move forward in addressing the top known sewer problems.

The table below provides the project status of each priority area.

	Project Name	Preliminary Design	Final Design	Construction
1	North Lost Bridge Area	Completed in 2017	Est. Start in 2024	
2	Florian Ave Area	Completed in 2017	Est. Start in 2024	
3	Oakland and Grand Area	Completed in 2022	Near Completion	Late 2024
4	Ellen and Division Area	Completed in 2018	Completed in 2022	Complete

Fairview Park Storm Sewer

On April 27, 2023, the City Council approved a motion to start final design of the Oakland and Grand Separation Sewer selecting the alternative to fully separate the combined sewer. The storm sewer connection is to an existing Sanitary District overflow pipe located in Fairview Park. The routing of the storm sewer was discussed with the Decatur Park District and the route that had the least impact on the park and trees was determined to be through the playground area. The City installed 900 feet of pipe this spring ahead of the Park District's replacement of the playground.

Norfolk Railroad Crossing

The proposed alignment crossing the Norfolk Southern Railroad in Route 48 (Fairview Ave) State right-of-way. All utility crossings under railroads require an agreement between the railroad and its owner. The agreement is similar to others and will allow for the storm sewer to be constructed and maintained. The Norfolk Railroad does not charge a license fee if the utility is in the ROW and the City will pay for the risk management fee of \$1,900 to be added to the master railroad protective liability insurance policy.

Illinois Environmental Protection Agency (IEPA) State Revolving Loan Program

The IEPA Wastewater and Drinking Water loan programs provide low-interest loans through the State Revolving Fund (SRF). The SRF includes two loan programs: the Water Pollution Control Loan Program (WPCLP) which funds both wastewater and storm water projects, and the Public Water Supply Loan Program (PWSLP) for drinking water projects. The current year loan interest rate is 1.81%.

Project Funding through the Public Water Supply Loan Program

The passage of an ordinance authorizing a loan agreement to borrow funds from the Illinois Public Water Supply Loan Program is one of the final steps in securing an IEPA low interest loan. The ordinance addresses the funding for the project and assures that the City is able to repay the loan over a 30-year time period beginning at the substantial completion of the project. The funds included in the loan request are summarized in the following table:

Work Item	Project Estimate
Design Engineering	\$650,000
Construction	\$13,750,000
Construction Contingency (10%)	\$1,650,000
Construction Engineering	\$450,000
Total Estimated Project Cost	\$16,500,000
Construction Period Interest (1.5%)	\$247,500
Sub-Total	\$16,747,500
Total Loan Requested	\$16,500,000

As is common with the Public Water Supply Loan Program, the actual loan document will not be fully written until a construction contract has been awarded by the City Council and approved by the IEPA. At that point, the agreement authorized by the attached ordinance will be signed by the City Manager and the loan activated. The contractor will then be given notice to proceed.

Construction Engineering Services

The IEPA requires that projects being supported by the Public Water Supply Loan Program be provided with project oversight by qualified resident engineers that are familiar with the work being proposed. A construction engineering agreement will be brought to the Mayor and Council at the same time that a construction contract is to be awarded.

SCHEDULE: The anticipated schedule is as follows:

Plans and Specifications Submitted to the IEPA	June 2024
Advertise for Bid	September 2024
Bids Opened by the City	October 2024
City Council Approves Bids Contingent on IEPA Funding	November 2024
The Loan is Authorized by the IEPA	November 2024
Notice to Proceed is Issued to the Contractor	December 2024
Project Completion	Spring 2026

SANITARY SEWER PRIORITIES:

Under the direction of the City Council, the Public Works Department has established four priorities to improve the City's sanitary sewer collection system as defined in the Sanitary Sewer Master Plan.

1. Critical Large Diameter Sewer Rehabilitation.
2. Sanitary Sewer Overflows Due to Inflow and Infiltration.
3. System Operation and Maintenance
4. Small Diameter Sewer Rehabilitation

The Sewer Separation Project will address sanitary sewer priorities 2, 3, and 4.

LEGAL REVIEW: The Loan Ordinance and Railroad Agreement were reviewed and approved by the Legal Department.

PRIOR COUNCIL ACTION:

See Appendix A.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: AECOM, Illinois Environmental Protection Agency

STAFF REFERENCE: Matt Newell, Public Works Director, and Paul Caswell, City Engineer. Matt Newell will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The loan is proposed to be funded from the Sanitary Sewer Fund. Rates were increased in 2016 to provide initial funding for the USEPA work.

Staffing Impact: Staff time is allocated to manage the project.

ATTACHMENTS:

Description	Type
Resolution Authorizing the Execution of an Agreement with the Norfolk Southern Railway Company for a Storm Sewer Crossing for the Oakland and Grand Sewer Separation Project, City Project 2021-01	Resolution Letter
Appendix A	Backup Material
Location Map	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
THE NORFOLK SOUTHERN RAILWAY COMPANY FOR A STORM SEWER
CROSSING FOR THE OAKLAND AND GRAND SEWER SEPARATION PROJECT
CITY PROJECT 2021-01**

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

Section 1. That the Agreement for a Storm Sewer Crossing, presented to the City Council herewith, as Exhibit 1 and made part hereof, between the City of Decatur and the Norfolk Southern Railway Company be, and the same hereby, received, placed on file and approved.

Section 2. That the City Manager or designee be, and is hereby, authorized and directed to execute said Agreement for a Storm Sewer Crossing between the City of Decatur, Illinois, and the Norfolk Southern Railway Company.

PRESENTED and ADOPTED this 3rd day of June 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

NORFOLK SOUTHERN RAILWAY COMPANY

**ACKNOWLEDGMENT FORM FOR WIRE AND/OR PIPE OCCUPATION
WITHIN THE LIMITS OF A PUBLIC RIGHT OF WAY.**

APPLICANT: CITY OF DECATUR, ILLINOIS
Public Works Department
1 Gary K. Anderson Plaza
Decatur, Illinois 62523

SUBJECT: Decatur, Macon County, Illinois
Milepost DH-377.23, Midwest Division
Latitude 39.8473458761154, Longitude -88.9775345148675

Norfolk Southern Activity No. 1319308

Proposed installation of a transverse crossing of an underground 42-inch reinforced concrete storm water pipeline, in a 60-inch steel casing pipe, under NS Bridge #120.25, wholly within the confines of the public right of way of N Fairview Ave / IL-48 (AAR/DOT # 479254R) (collectively, the "Facilities")

In response to Applicant's submittal dated February 05, 2024, regarding the proposed construction of the subject project, Norfolk Southern Railway Company ("Railway") does not object to the installation of the Facilities as shown on the attached Drawing marked Exhibit "A", dated April 15, 2025, provided Applicant adheres to the following terms and conditions:

- The Facilities shall be installed, constructed, maintained, repaired, operated and removed by and at the sole risk, cost and expense of the Applicant, (collectively, "Operate" or "Operations").
- The Facilities must conform with all Federal, State and local laws, rules and regulations and will not be attached to any railroad structure or appurtenance and will not be located on any private property of Railway.
- The design and construction of aerial Facilities shall comply with Railway's NSCE-4 Specification, latest edition, and underground Facilities shall comply with Railway's NSCE-8 Specification, latest edition.
- Insurance

(a) Insurance Requirements. Without limiting in any manner the liability and obligations assumed by Applicant under any other provision of this Agreement, and as additional protection to Railway, Applicant shall comply with the following provisions:

(i) Subject to subsection (ii) below, upon execution of this Agreement, Applicant shall pay Railway a risk financing fee of \$1,900 (the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate with respect to the initial construction and installation of the Facilities.

(ii) Prior to commencement of each Operations project that requires access to the Premises, unless Railway elects to make available and Applicant pays the then-current Risk Financing Fee for a given Operations project, Applicant shall furnish Railway with an original Railroad Protective Liability ("RPL") Insurance Policy naming Railway as the named insured and having a limit of (1) not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate, or (2) if the value of a given operations project exceeds \$350,000, not less than a combined single limit of \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Each RPL policy shall conform to CG 00 35 04 13 or equivalent and include coverage for Terrorism and the Physical Damage to Property Endorsement and shall name Norfolk Southern Corporation and its affiliates and subsidiaries as the insured. Applicant shall ensure that the project location, Applicant identification and work description appear on the declaration pages of a given RPL policy. Applicant shall provide an electronic copy of each RPL policy (and not merely the binder) to Railway at ns.permitting@railpros.com for review and approval prior to commencing any work on the associated Operations project. Applicant may submit inquiries about RPL issues at ns.permitting@railpros.com.

(iii) Applicant shall maintain a Commercial General Liability ("CGL") policy containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$2,000,000 for each occurrence. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The policy shall not deny any obligation of any insured under the Federal Employer's Liability Act, as amended. The CGL policy shall provide additional insured coverage equivalent to ISO CG 20 10 11/85.

(iv) Applicant shall maintain Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

(v) Applicant shall maintain Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Applicant's officers, agents, servants or employees arising directly or indirectly out of the performance of this Agreement;

(vi) Applicant shall maintain Employers' Liability Insurance with limits of not less than \$1,000,000 each accident \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease;

(b) General Insurance Requirements. Each insurance policy referred to in subsection (a) above shall also comply with the following requirements:

(i) Additional Insureds. Each insurance policy (excluding any RPL policy and Workers' Compensation policy) shall name Railway and its parent, subsidiary and affiliated companies as additional insureds with an appropriate endorsement to each policy.

(ii) Applicant's Coverage Primary and Without Right to Contribution. All policies secured by Applicant, whether primary, excess, umbrella or otherwise, and providing coverage to the Railway as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railway may have secured for itself.

(iii) Severability of Interests (Cross Liability). No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

(iv) Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Applicant pursuant to this Agreement shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.

(v) Notice of Cancellation, Modification or Termination. Each insurance policy shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days prior written notice to the additional insureds.

(vi) No Limitation. Each insurance policy shall not limit any of Applicant's indemnity obligations or other liabilities under this Agreement. The insurance available to Railway and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Applicant maintain higher coverage limits.

(vii) Any deductibles or self-insured retentions of Applicant over \$50,000 must be declared and approved by Railway. Approval of such requests shall not be unreasonably withheld.

(viii) Applicant shall require all subcontractors who are not covered by the insurance carried by Applicant to maintain the insurance coverages set forth in subsection (a) above, except

for the RPL insurance, including but not limited to additional insured status for Railway and its parent, subsidiary and affiliated companies.

(ix) Applicant shall furnish their memorandum of insurance and the RPL Insurance Policy to Railway's Managing Agent prior to execution of this Agreement at ns.permitting@railpros.com. The insurance coverage required herein shall in no way limit Applicant's liability under this Agreement.

- Railway shall, at Railway's option, furnish, at the sole expense of Applicant, Support Services. The term "Support Services" means such materials and services as necessary, in Railway's sole judgment, to support Railway's tracks and to protect Railway's traffic, including without limitation flagging services and construction monitoring during the installation, maintenance, repair, renewal or removal of the Facilities. Support Services shall be provided unless Railway's Division Engineer or his or her authorized representative provides to Applicant a written waiver of Support Services, whether in whole or in any part, in a given instance. The term "Construction Monitoring" means services comprised of one or more Railway representatives being assigned and present to monitor construction activities of Applicant, which may include a preconstruction site assessment and a post-construction site assessment.
- Prior to commencement of any work to be performed on or about Premises, Applicant shall notify the appropriate Division Engineer or their authorized representative for the scheduling of "Support Services". Within seventy-two (72) hours after the Division Engineer's or their authorized representative's actual receipt of such notification, they shall review the necessity and availability of Support Services for the proposed work and advise Applicant of such matters and the estimated cost therefor. No work shall be permitted on or about the Premises without the presence of Railway's Support Services or the Division Engineer's waiver of the requirement for Support Services. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Applicant agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.
- In the event it becomes necessary for Applicant to deviate from the approved plans and specifications, Applicant shall seek prior approval from Railway's Division Engineer or his or her authorized representative and, when applicable, an authorized representative of the Division Engineer in the field during Construction Monitoring or inspection.
- All cost or expense resulting from any and all loss of life or property, or injury or damage to the person or property of any person, firm or corporation (including the parties hereto and their respective officers, agents and employees) and any and all claims, demands or actions for such loss, injury or damage, caused by or growing out of the presence or use, or the construction, maintenance, renewal, change or relocation and subsequent removal of the Facilities and appurtenances herein referred to shall be borne by Applicant unless caused solely by the negligence or willful misconduct of Railway.
- Upon abandonment of the Facilities by Applicant, Applicant shall seek direction from Railway's Chief Engineer, or his representative, regarding the method of abandonment if the Facilities will be abandoned in place.
- In the event the Facilities consist of electrical power or communication wires and appurtenances, Applicant shall promptly remedy any inductive interference growing out of, or resulting from the presence of, the Facilities.
- In the event the Facilities consist of an underground occupation, Applicant will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railway arising from or as a result of the installation of the Facilities, and Applicant shall pay to Railway on demand the full cost and expense.
- All rights and obligations conferred hereby shall extend to the successors and assigns of the parties hereto, provided that the Applicant shall in no event transfer or assign its rights hereunder without the written consent of Railway, which will not be unreasonably withheld.

- If the public road is abandoned by the appropriate governmental authority and the Facilities remain within the limits of Railway's right of way after such abandonment, as a condition for the continuing presence of the Facilities within Railway's right of way, Railway and Applicant shall agree upon an appropriate occupancy fee or rental for the Facilities and execute an amendment to this Agreement within ninety (90) days after the date upon which such public road is abandoned.
- Any and all notices, demands or requests by or from Railway to Applicant, or Applicant to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway: c/o Norfolk Southern Corporation
650 West Peachtree St. Box 22
Atlanta, Georgia 30308
Attention: Director Real Estate

If to Applicant: CITY OF DECATUR, ILLINOIS
Public Works Department
1 Gary K. Anderson Plaza
Decatur, Illinois 62523
Attention: Paul Caswell

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

ACCEPTED BY:

NORFOLK SOUTHERN RAILWAY COMPANY

Real Estate Manager

DATE _____

CITY OF DECATUR, ILLINOIS

Title _____

DATE _____

Activity Number: 1319308
Norma Reynolds: 04/26/2024

Last saved by: EGGERDINGD(2024-03-20), Last Plotted: 2024-03-20
Filename: Z:\CHICAGO-USCHG1\DCS\PROJECTS\WTR60696129 DECATUR BASIN 5 6 SEWRSEPI900 CAD GIS910 CAD\20-SHEETS\IC\60696129 FAIRVIEW C30.DWG
Project Management Initials: Designer: Checked: Approved: ANSI B 11" x 17"

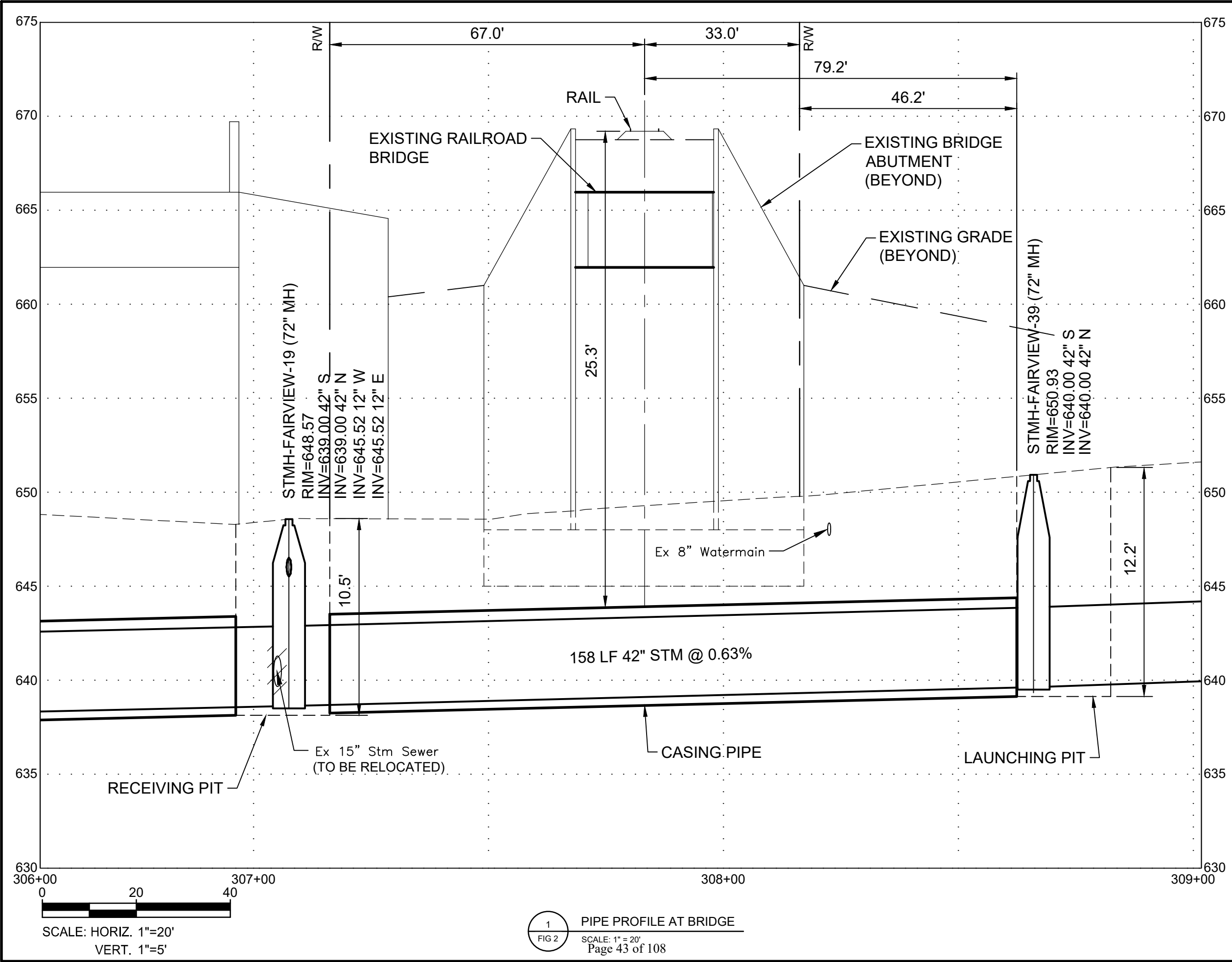
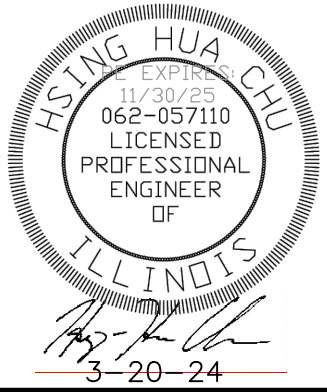


EXHIBIT A

2 Pages
Norfolk Southern Railway Company
Accompanying Agreement With
City of Decatur, Illinois

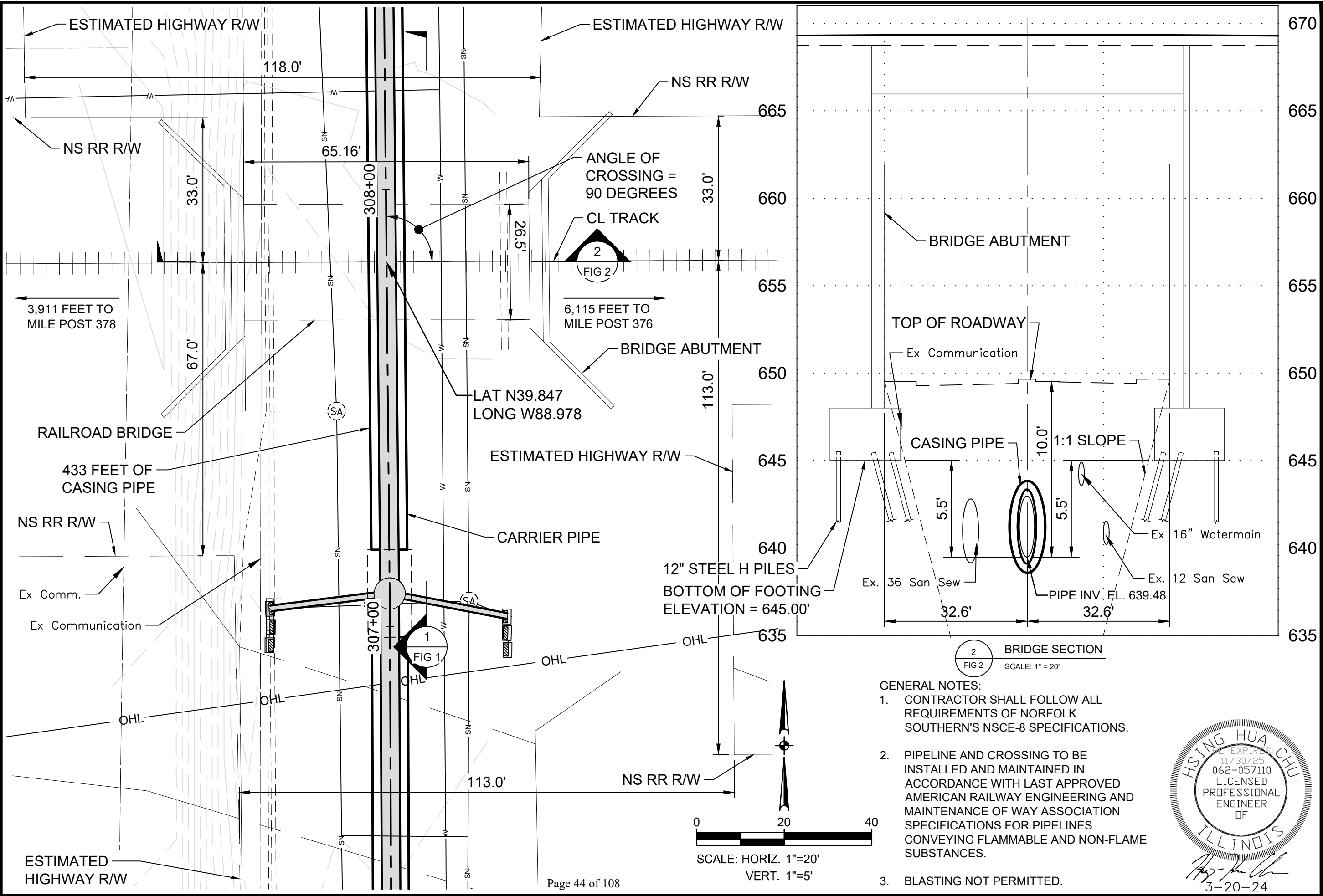
Activity No.:	1319308	E.S.:	19902+90
Division:	Midwest	Mile Post:	DH-377.23
Val Sec:	7A	Map No.:	1
City:	Decatur	County:	Macon
State:	Illinois		
Lat:	39.8473458761154	Long:	-88.9775345148675

All work to be performed in accordance with the latest approved Norfolk Southern NSCE-4 and NSCE-8 Specifications
BLASTING NOT PERMITTED
DATED 04/15/2024



CITY OF DECATUR
OAKLAND AND GRAND SEWER SEPARATION PROJECT
NORTH FAIRVIEW AVENUE
Project No.: 60696129 Date: JANUARY, 2024

PLATE III - PIPE PROFILE VIEW
NORFOLK AND SOUTHERN RAILWAY
PIPE PLAN AND SECTION UNDER RAILWAY BRIDGE





April 26, 2024

Paul Caswell
CITY OF DECATUR, ILLINOIS
Public Works Department
1 Gary K. Anderson Plaza
Decatur, Illinois 62523

RE: Proposed installation of a transverse crossing of an underground 42-inch reinforced concrete storm water pipeline, in a 60-inch steel casing pipe, under NS Bridge #120.25, wholly within the confines of the public right of way of N Fairview Ave / IL-48 (AAR/DOT # 479254R)

**Midwest Division, at Mile Post DH-377.23
Decatur, Macon County, Illinois
Latitude 39.8473458761154, Longitude -88.9775345148675
NS Activity No. 1319308**

Dear Paul Caswell:

RailPros, as consultant for Norfolk Southern Railway Company ("Railway"), has reviewed the above-referenced request. Based on the information and documentation presented, Railway has no objections to the proposed work.

Attached you will find the requested offer of agreement for execution, by an official authorized to execute contract agreements on behalf of the Licensee. Please have the agreement executed via DocuSign. Note, however, that the attached offer of agreement does not constitute a binding contract, unless or until it is executed by both the Licensee and Railway.

In order for Railway to countersign the document, the following items are needed for review:

1. **Payment of the License Fee** in the amount of \$0.00 within the Application System;
2. **A Certificate of Insurance** as required in the agreement, is to be submitted within the Application System.
3. **A separate Railroad Protective Liability Insurance policy**, as required in the agreement, with Railway as the named insured, and the Activity ID referenced in the description, submitted within the Application System;
OR
4. The submission of the Risk Management Fee of \$1,900.00 adds the specific project/activity to the Norfolk Southern Master Railroad Protective insurance policy, and as such no further railroad protective liability insurance coverage is necessary or requested.

NOTE: No work shall be permitted on or about the Railway's property until the agreement becomes binding, and the Division Engineer or their authorized representative has reviewed and approved field services for the project, such as *flagging protection, construction monitoring, and post-construction inspection services*. Once the above items are received, the fully executed agreement will be sent, along with the name and contact information for field service coordination.

If we have not received the executed agreement and corresponding payments and/or documents within sixty (60) days from the date of this letter, we reserve the right to cancel this request.

If you have any questions, please contact me within the messages tab of the application portal or by calling the number listed below.

Sincerely,

Norma J. Reynolds
Norma J. Reynolds
Real Estate Project Manager

11819 Miracle Hills Dr. Ste, 102
PO Box 642270
Omaha, NE 68164

P: (402) 965-0539 **F:** (866) 762 - 7619

www.railpros.com Page 45 of 108

PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Stormwater	n/a (casing)
MAX. ALLOWABLE OPERATING PRESSURE	n/a (gravity)	n/a (casing)
NOMINAL SIZE OF PIPE	42"	60"
OUTSIDE DIAMETER	52.5"	61.688"
INSIDE DIAMETER	42"	60"
WALL THICKNESS	5.25"	0.844"
WEIGHT PER FOOT	811 lbs	551.2 lbs
MATERIAL	Reinforced Concrete	Steel
PROCESS OF MANUFACTURE	Precast	Spiralweld
SPECIFICATION	ASTM C76	ASTM A139 Grade B
GRADE OR CLASS (Specified Minimum Yield Strength)	Class III	35,000 psi
TEST PRESSURE	n/a (soil tight)	20 psi
TYPE OF JOINT	Bell & Spigot	Welded
TYPE OF COATING	n/a	n/a
DETAILS OF CATHODIC PROTECTION	n/a	n/a
DETAILS OF SEALS OR PROTECTION AT END OF CASING	n/a	Rubber
CHARACTER OF SUBSURFACE MATERIAL	Clay	Clay
APPROXIMATE GROUND WATER LEVEL	23.5' below grade	23.5' below grade
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	soil boring	soil boring

Proposed method of installation (refer to NSCE-8 Specification):

- ☒ Bore & Jack
- ☐ Jacking
- ☐ Tunneling (with Tunnel Liner Plate)
- ☐ Directional Bore/Horizontal Direction Drilling – Method A
- ☐ Directional Bore/Horizontal Direction Drilling – Method B
- ☐ Open Cut – *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
- ☐ Other – Please Specify: _____

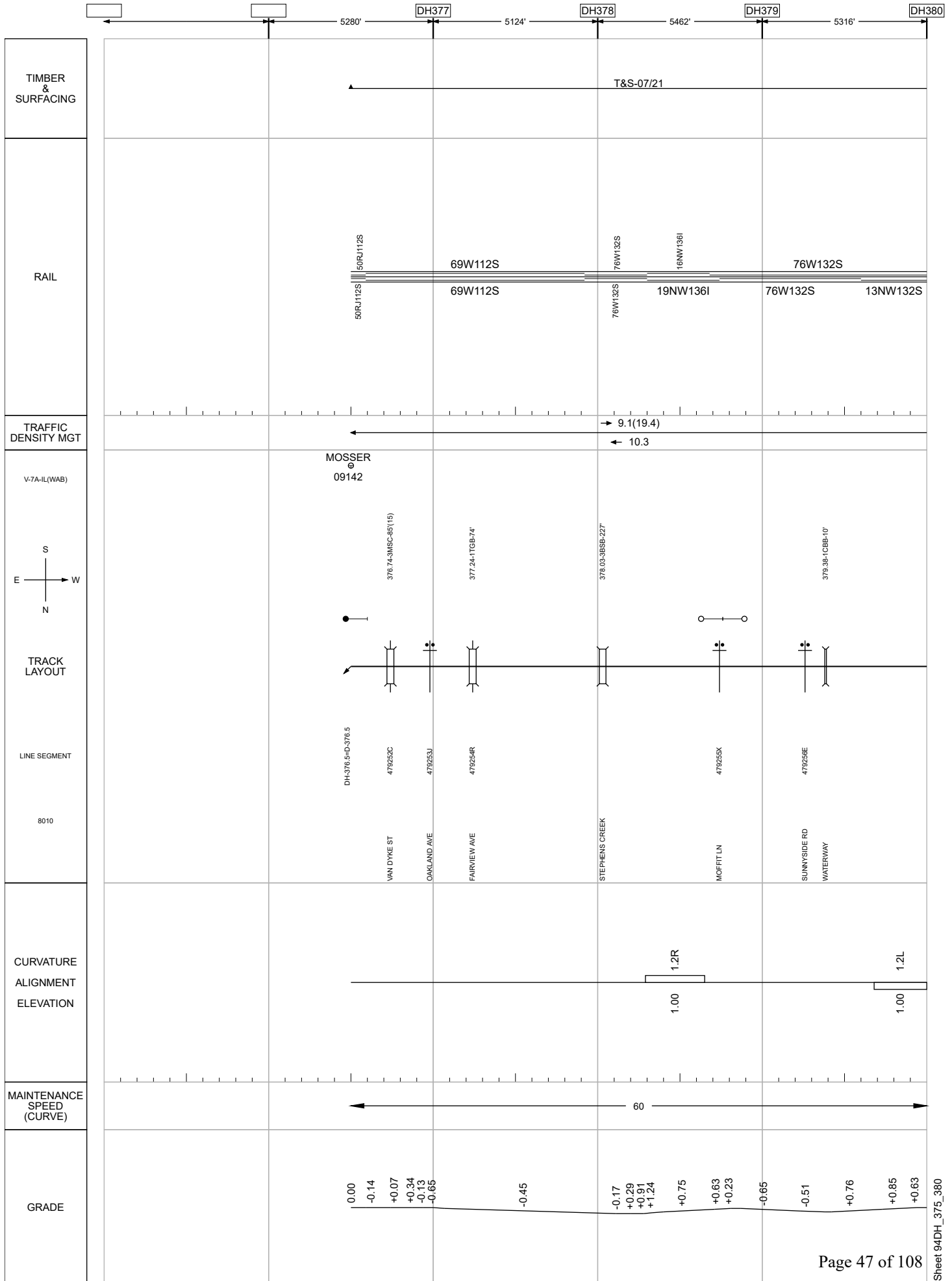
02/24/2022

200

SPRINGFIELD

MOSSER-HANNIBAL

MIDWEST



Appendix A

PRIOR COUNCIL ACTION:

August 21, 2015 – City Council approved Resolution R2015-109 authorizing execution of an Administrative Consent Order between the City and the United States Environmental Protection Agency (US EPA)

August 21, 2015 – City Council approved Resolution R2015-110 for \$456,000 authorizing a professional engineering services agreement with AECOM Technical Services, Inc., for the preparation of Sewer Collection System Alternative Analysis (SCSAA) and Capacity, Management, Operation and Maintenance (CMOM) reports required by the Administrative Consent Order between the City and the US EPA,

March 30, 2016 – City Council was provided with Public Works Memorandum 2016-16 providing an update on the preparation of the SCSAA and CMOM Reports.

October 3, 2016 – Study Session with City Council to provide an update with the US EPA Consent Order.

November 21, 2016 – Study Session with City Council to discuss the proposed Sanitary Sewer User Charges to meet the US EPA Consent Order.

December 8, 2016 – City Council approved Ordinance 2016-91 amending City Code Chapter 74 – Sanitary Sewer Service and Connections, Section 10, Rate.

February 21, 2017– City Council approved Resolution R2017-25 for \$462,944.28 authorizing a professional engineering services agreement with ADS Environmental Services for the 2017 Flow Monitoring Project, City Project 2017-01.

February 21, 2017– City Council approved Resolution R2017-26 for \$723,008 authorizing a professional engineering services agreement with Crawford, Murphy and Tilly, Inc. for the Lost Bridge North Basin and the Florian Basin Inflow and Inflow Reduction Project, City Project 2017-02.

October 2, 2017– City Council approved Resolution R2017-122 for \$176,000 authorizing Change Order No 1 to the professional engineering services agreement with AECOM for the US EPA SCSAA Project, City Project 2013-01.

February 5, 2018– City Council approved Resolution R2018-13 for \$356,767 authorizing a professional engineering services agreement with AECOM for the Ellen and Division Inflow and Inflow Reduction Project, City Project 2018-01.

February 5, 2018– City Council approved Resolution R2018-14 authorizing Change Order No 1 for an additional \$88,674 with a professional engineering services agreement with ADS Environmental Services for the 2017 Flow Monitoring Project, City Project 2017-01.

October 19, 2020 – Study Session with City Council to discuss storm and Sanitary Sewer Items.

February 1, 2021– City Council approved Resolution R2021-14 authorizing \$79,842 for a professional engineering services agreement with AECOM Technical Services, Inc for the Ellen and Division Inflow and Infiltration Reduction Program - Phase 2, City Project 2018-01.

June 21, 2021– City Council approved Resolution R2021-114 authorizing \$199,146 for a professional engineering services agreement with AECOM Technical Services, Inc for the Oakland and Grand Sewer Separation Study 2021-01.

February 22, 2022– City Council approved Resolution R2022-30 authorizing \$147,430 for a construction engineering services agreement with AECOM Technical Services, Inc for the Ellen and Division Inflow and Infiltration Reduction Program, City Project 2018-01.

February 22, 2022– City Council approved Resolution R2022-39 authorizing \$5,829,926.00 for construction with National Water Main Cleaning Company, for construction of the Ellen and Division Inflow and Infiltration Reduction Program, City Project 2018-01.

October 17, 2022– City Council approved Resolution R2022-184 authorizing a representative to sign IEPA loan documents for the Oakland and Grand Sewer Separation Project, City Project 2021-01.

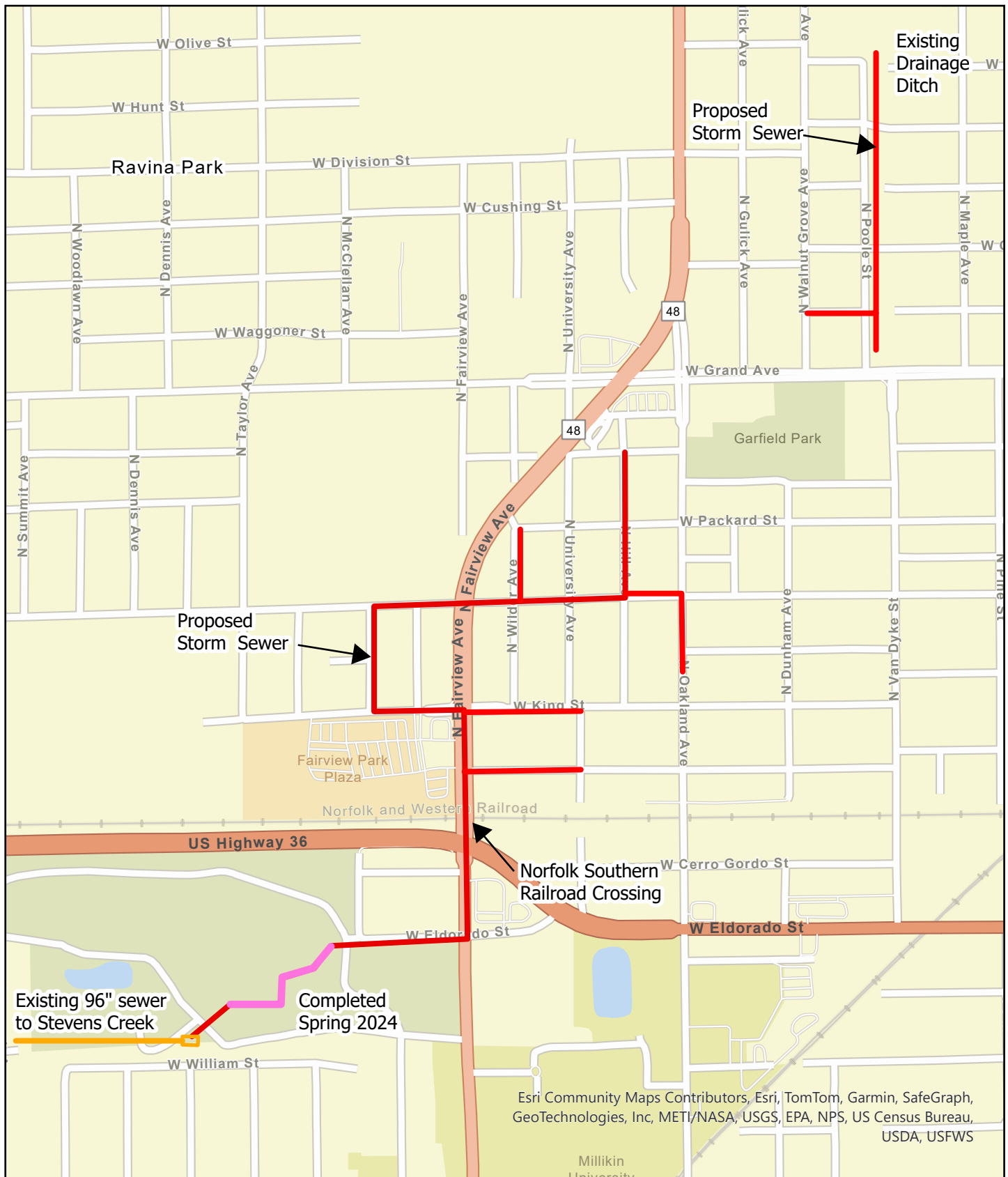
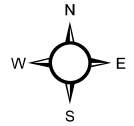
October 17, 2022– City Council approved Resolution R2021-176 authorizing \$829,600 for a professional engineering services agreement with AECOM Technical Services, Inc for the Oakland and Grand Sewer Separation Project Final Design, City Project 2021-01.

April 27, 2023– City Council approved a Motion to finalize the scope of work to fully separate the combined sewer to the Fairview Structure.

December 4, 2023– City Council approved Resolution R2023-261 authorizing \$563,103.00 for construction of the storm sewer through Farview Park with A&R Mechanical Services, Inc dba A&R Services, City Project 2021-01.



Oakland and Grand Sewer Separation Project City Project 2021-01



Esri Community Maps Contributors, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Public Works

DATE: 5/28/2024

MEMO: 2024-78

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Authorizing the City of Decatur, Illinois to Borrow Funds from the Water Pollution Control Loan Program Through the Illinois Environmental Protective Agency for the Oakland and Grand Sewer Separation Project, City Project 2021-01

ATTACHMENTS:

Description	Type
Ordinance Authorizing the City of Decatur, Illinois to Borrow Funds from the Water Pollution Control Loan Program Through the Illinois Environmental Protective Agency for the Oakland and Grand Sewer Separation Project, City Project 2021-01	Ordinance

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE CITY OF DECATUR, ILLINOIS TO BORROW FUNDS FROM THE WATER POLLUTION CONTROL LOAN PROGRAM THROUGH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE OAKLAND AND GRAND SEWER SEPARATION PROJECT, CITY PROJECT 2021-01

WHEREAS, the of City of Decatur, Macon County, Illinois (“City”), operates its sewerage system (“the System”) and in accordance with the provisions of the Article VII, Section 6 of the Illinois Constitution of 1970 and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the MAYOR and CITY COUNCIL of the City (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following: The Oakland and Grand (Basin 5 & 6) Sewer Separation, L17-6807 together with any land or rights in land and all electrical, mechanical, or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the City which Project has a useful life of 50 years and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is Sixteen Million, Five Hundred Thousand Dollars (\$16,500,000.00), and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in thirty (30) years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from City Sanitary Sewer Fund 79 and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of Sixteen Million, Five Hundred Thousand Dollars (\$16,500,000.00) to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of Decatur, Macon County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed Sixteen Million, Five Hundred Thousand Dollars (\$16,500,000.00).

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Water

Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF CITY

Repayment of the loan to the Illinois Environmental Protection Agency by the City pursuant to this Ordinance is to be solely from the revenue derived from Sewer User Fees collected by the City, and the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

The City Manager is hereby authorized to make an application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. OUTSTANDING BONDS

The City has no outstanding bonds that are payable from revenues of the system.

SECTION 8. AUTHORIZATION OF CITY MANAGER TO EXECUTE LOAN AGREEMENT

The City Manager is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities authorizes the Public Works Director for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SEVERABILITY

If any section, paragraph, clause, or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2024.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

CERTIFICATION

I, Kim Althoff, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Decatur, Illinois. I do further certify that the above and foregoing, identified as Ordinance Number _____, is a true, complete and correct copy of an ordinance otherwise identified as An Ordinance Authorizing the City of Decatur, Macon County, Illinois, to Borrow Funds From The Public Water Supply Loan Program, passed by the City Council of the City of Decatur on the ____ day of _____, 2024, and approved by the Mayor of the City of Decatur on the same said date, the original of which is part of the books and records within my control as Clerk of the City of Decatur.

Dated this _____ day of _____, 2024.

Clerk of the City of Decatur, Illinois

City Clerk

DATE: 5/30/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings

SUMMARY RECOMMENDATION: Twice a year, the City Council is required to review past executive session minutes and determine if any are ready for release as an open record. The Legal Department has performed this review and recommends minutes or portions of minutes from a couple of old executive sessions be released because there is no longer any reason for the minutes to remain closed.

ATTACHMENTS:

Description

Type

Resolution

Resolution Letter

RESOLUTION NO. R2024-_____

**RESOLUTION APPROVING AND DETERMINING THE NEED FOR
CONFIDENTIALITY OF MINUTES OF CLOSED MEETINGS**

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

Section 1. That the minutes of those closed meetings of the Council conducted on the dates shown on Exhibits A and B hereto are hereby approved, and any prior approvals of said minutes are hereby confirmed and ratified.

Section 2. That the Council hereby determines that the minutes, or portions thereof, of those closed meetings of the Council conducted on the dates shown on Exhibit A hereto no longer require confidential treatment and are hereby made available for public inspection on and after the effective date hereof.

Section 3. That the Council hereby determines that the minutes of those closed meetings of the Council conducted on the dates shown on Exhibit B hereto require confidential treatment and are not available for public inspection until further order of the Council.

Section 4. That pursuant to Section 2.06 (c) (1) of the Open Meetings Act, the City Clerk is authorized to destroy the verbatim records of all Closed Meetings that have occurred more than eighteen (18) months from the date of this Resolution, this Council having approved written Minutes of all such meetings.

Presented and Adopted this 3rd day of June 2024.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

Exhibit A
(Minutes to be Released)

Monday, March 1, 2010 (Portion Marked “R”)

Monday, October 16, 2023 (Portion Marked “R”)

Monday, November 20, 2023

Exhibit B
(Minutes NOT to be Released)

1999

February 8, 1999

2000

July 24, 2000

2006

March 20, 2006

May 15, 2006

June 5, 2006

June 19, 2006

July 3, 2006 (1 of 2 sets)

September 5, 2006

November 6, 2006

November 20, 2006

2009

March 16, 2009

May 4, 2009

May 18, 2009

June 15, 2009

July 6, 2009

December 7, 2009

2003

April 21, 2003

May 27, 2003

June 2, 2003

August 4, 2003

August 18, 2003

October 20, 2003

December 15, 2003

2007

January 22, 2007

March 5, 2007

May 7, 2007

June 18, 2007

September 17, 2007

2010

March 1, 2010

March 15, 2010

April 19, 2010

May 3, 2010

June 7, 2010

September 20, 2010

December 20, 2010

2004

April 5, 2004

June 7, 2004

October 18, 2004

2008

February 4, 2008

April 7, 2008

April 21, 2008

May 5, 2008

May 19, 2008

June 2, 2008

June 16, 2008

June 30, 2008

July 21, 2008

July 28, 2008

August 4, 2008

September 2, 2008

September 15, 2008

October 6, 2008

2011

January 18, 2011

March 7, 2011

October 3, 2011

December 5, 2011

2012

June 4, 2012

July 30, 2012

September 17, 2012

November 5, 2012

Exhibit B
(Minutes NOT to be Released)

2013

January 7, 2013

June 3, 2013

June 17, 2013

July 15, 2013

August 5, 2013

September 16, 2013

November 18, 2013

December 2, 2013

2014

January 21, 2014

February 3, 2014

May 19, 2014

August 4, 2014

November 3, 2014

2015

April 20, 2015

May 18, 2015

June 1, 2015

August 17, 2015

October 19, 2015

November 16, 2015

2016

July 5, 2016

December 5, 2016

2017

April 3, 2017

April 17, 2017

April 26, 2017

May 15, 2017

September 5, 2017

2018

February 5, 2018

March 5, 2018

March 19, 2018

June 12, 2018

July 2, 2018

2019

March 4, 2019

December 2, 2019

2020

March 16, 2020

July 20, 2020

November 2, 2020

December 21, 2020

Exhibit B
(Minutes NOT to be Released)

2021

July 7, 2021
November 1, 2021

2022

March 21, 2022
April 20, 2022
May 2, 2022

2023

January 17, 2023
June 20, 2023
October 16, 2023
December 18, 2023

2024

January 16, 2024
February 7, 2024
April 15, 2024

DATE: 5/23/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Kim Althoff, City Clerk

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Rotary Fest "The Wurst Cornhole Tournament Ever"

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Ordinance allowing for the consumption of alcoholic liquor in Central Park on Saturday, June 22, 2024, from 11am to 5pm for Rotary Fest "The Wurst Cornhole Tournament Ever" sponsored by the Decatur Area Convention and Visitors Bureau.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documents	Backup Material

ORDINANCE NO. 2024-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF
ALCOHOLIC LIQUOR IN CENTRAL PARK
- ROTARY FEST “THE WURST CORNHOLE TOURNAMENT EVER”-**

WHEREAS, the Decatur Area Convention & Visitors Bureau has planned Rotary Fest, “The Wurst Cornhole Tournament Ever”, for Saturday, June 22, 2024; and,

WHEREAS, it is the intention of the Decatur Area Convention & Visitors Bureau to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in Central Park requires the express approval of the City Council; and,

WHEREAS, the Council finds that it would be in the best interest of the Decatur Area Convention & Visitors Bureau and the City of Decatur that such consumption of alcoholic liquor as described be permitted for said limited time period.

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

Section 1. That on the day listed herein, and only on such day, between the hours listed, alcoholic beverages may be consumed in Central Park in downtown Decatur, on said day and hours being particularly described as follows:

Saturday, June 22, 2024

11:00 a.m. – 5:00 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That except as otherwise provided herein, the provisions of Section 34(a) of Chapter 52 of the City Code remain in full force and effect.

Section 4. That all debris shall be removed by the Decatur Area Convention & Visitors Bureau.

Section 5. That this ordinance is expressly conditioned and approved upon the Decatur Area Convention & Visitors Bureau providing to the City of Decatur an agreement which will hold the City harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2024.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Decatur Area Convention & Visitors Bureau hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, Central Park, for Rotary Fest "The Wurst Cornhole Tournament Ever" event on the following date:

Saturday, June 22, 2024

by the sponsoring agency, its officers, agents, employees, and registrants.

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third-party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

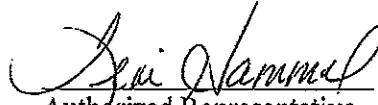
If permission is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency's insurance will be primary.

For City of Decatur, Illinois:

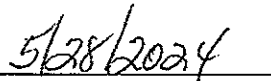
Authorized Representative

Date

For Sponsoring Agency:
Decatur Area Convention & Visitors Bureau



Authorized Representative



Date



May 23, 2024

Dear Mayor Julie Moore Wolfe and City Council Members,

The Decatur Area Convention & Visitors Bureau and the Decatur Rotary Club #180 would like to host an event in Central Park June 22, 2024. The event is called **Rotary Fest "The Wurst Cornhole Tournament Ever."** Proceeds from this event will help Decatur Rotary Club #180 expand our community grant program and award more grant dollars to local nonprofits in our community!! We are committed to supporting organizations with programs/services that have a positive impact on youth! Last year, this cause supported the following groups:

- Big Blue Backpacks
- Childrens Museum of Illinois
- Dove Inc.
- Gallery 510
- God's Shelter of Love
- Macon County Farm Bureau
- Decatur Family YMCA

Event Details:

- Date: Saturday, June 22, 2024
- Time: 11am – 5pm
- Location: Downtown Central Park
- Games: Cornhole Tournament
- Music: Pizzazz Dance Band
- Food & Drink: 343 BBQ Food Truck Take-Over & Pepsi canned product.
- Alcohol: Mueller Beer Co. canned product

With the support of the council, we would like to serve alcohol during this event. Please let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Jessica Milligan". The signature is written in a cursive, flowing style.

Jessica Milligan

Decatur Area Convention & Visitors Bureau & Rotary Fest Committee Chair



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Philadelphia Indemnity Insurance Company
COMMON POLICY DECLARATIONS

Policy Number:
EV140945

Named Insured and Mailing Address:
Decatur Area Convention & Visitors Bureau
202 E. North St.
Decatur, IL 62523

Producer:
23656
First Mid Insurance Group
1520 Charleston Ave
Mattoon, IL 619383933
217-2346428

Policy Period From: 06/22/2024 **To:** 06/23/2024

at 12:01 A.M. Standard Time at your
mailing address shown above.

Business Description: Special Events

Underwriter: Kelly Kronbar

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

PREMIUM

Commercial Property Coverage Part	
Commercial General Liability Coverage Part	\$175.00
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Businessowners	
Workers Compensation	\$250.00
Liquor Liability	

Total: \$426.00

Total Includes Federal Terrorism Risk Insurance Act Coverage

\$1.00

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (06/14)

Secretary

Authorized Representative

Philadelphia Indemnity Insurance Company

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL SCHEDULE**

Policy Number: EV140945

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./Ops.	Prod./Comp. Ops.	Prem./Ops.	Prod./Comp. Ops.
PREM NO. 001						
IL ATTENDEES	63218	300 ATTENDANT	\$ 0.15			
ADDITIONAL INSURED						
EVENT PREMIUM					\$ 175.00	
LIQUOR LIABILITY					\$ 250.00	
TOTAL PREMIUM					\$ 426.00	

City Clerk

DATE: 5/28/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Kim Althoff, City Clerk

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Donnie's Homespun Pizza's Music in the Park

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Ordinance allowing for the consumption of alcoholic liquor in Central Park for Donnie's Homespun Pizza's Music in the Park on June 14, July 12, July 26, August 9, September 13 and September 27, 2024 from 5pm to 11pm.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. 2024-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF
ALCOHOLIC LIQUOR IN CENTRAL PARK
-DONNIE’S HOMESPUN PIZZA’S MUSIC IN THE PARK-**

WHEREAS, United Way of Decatur and Mid-Illinois has planned “Donnie’s Homespun Pizza’s Music in the Park”; and,

WHEREAS, it is the intention of United Way of Decatur and Mid-Illinois to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in Central Park requires the express approval of the City Council; and,

WHEREAS, the Council finds that it would be in the best interest of United Way of Decatur and Mid-Illinois and the City of Decatur that such consumption of alcoholic liquor as described be permitted for said limited time period.

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

Section 1. That on the days listed herein, and only on such days, between the hours listed, alcoholic beverages may be consumed in Central Park in downtown Decatur, on said days and hours being particularly described as follows:

Friday, June 14, 2024	5:00 p.m.-11:00 p.m.
Friday, July 12, 2024	5:00 p.m.-11:00 p.m.
Friday, July 26, 2024	5:00 p.m.-11:00 p.m.
Friday, August 9, 2024	5:00 p.m.-11:00 p.m.
Friday, September 13, 2024	5:00 p.m.-11:00 p.m.
Friday, September 27, 2024	5:00 p.m.-11:00 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That except as otherwise provided herein, the provisions of Section 34(a) of Chapter 52 of the City Code remain in full force and effect.

Section 4. That all debris shall be removed by United Way of Decatur and Mid-Illinois.

Section 5. That this ordinance is expressly conditioned and approved upon United Way of Decatur and Mid-Illinois providing to the City of Decatur an agreement which will hold the

City harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2024.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



United Way of Decatur & Mid-Illinois

Mayor Julie Moore-Wolfe &
Members of the Decatur City Council,

May 29, 2024

Hello, we are writing this letter seeking permission to have six nights of live music in Central Park this summer into the fall. We are in partnership with Neill Dresen of Donnie's Homespun Pizza, who will run the nights with his staff, bringing in live music, and selling food and drinks, including alcoholic beverages.

These events have been created to help raise more awareness of the programs available through United Way of Decatur & Mid-Illinois and are also an opportunity for more financial investments into our programs.

The six dates for these events are: June 14th, July 12th, July 26th, August 9th, September 13th, and September 27th. Each event will run from 5 p.m. to 11 p.m., with setup beginning at 1 p.m., and clean-up completed by 12 a.m.

'Donnie's Homespun Pizza's Music in the Park, benefiting United Way of Decatur & Mid-Illinois' will be the advertised title of the events. Mr. Dresen is very talented at booking high quality entertainers, and we look forward to some outstanding performers participating in these Open Mic Nights.

Thanks for your consideration,

Debbie Bogle, President
United Way of Decatur and Mid-Illinois
201 W. Eldorado St.
Decatur, IL 62522 Ph: (217) 422-8537
dbogle@uwdecatur.org



201 W. Eldorado St., Decatur, IL 62522 PH: 217.422.8537 www.uwdecatur.org

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

United Way of Decatur and Mid-Illinois, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property for Open Mic Nights in Central Park on the following dates:

Friday, June 14, 2024
Friday, July 12, 2024
Friday, July 26, 2024
Friday, August 9, 2024
Friday, September 13, 2024
Friday, September 27, 2024

by the sponsoring agency, its officers, agents, employees, and registrants.

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third-party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

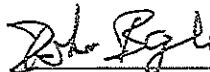
If permission is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency's insurance will be primary.

For City of Decatur, Illinois:

Authorized Representative

Date

For Sponsoring Agency:
United Way of Decatur and Mid-Illinois



Authorized Representative

5-29-24
Date

City Clerk

DATE: 6/3/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointment - Civil Service Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Christina Arganbright to the Civil Service 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 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:

Christina Arganbright

Civil Service Commission

7/20/2026

DATED this 3rd day of June 2024.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2024-_____
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 3rd day of June 2024.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 3rd day of June 2024.

Julie Moore Wolfe, Mayor

DATE: 5/21/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Reappointments - Historical and Architectural Sites
Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of Eric Bramer, Daniel Bennick, Andrea McGee and Michael Sexton to the Historical and Architectural Sites 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 reappointments by the Mayor of the following named as members of the board or commission set opposite their respective names, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Eric Bramer	Historical and Architectural Sites Commission	5/1/2027
Daniel Bennick	Historical and Architectural Sites Commission	5/1/2027
Andrea McGee	Historical and Architectural Sites Commission	5/1/2027
Michael Sexton	Historical and Architectural Sites Commission	5/1/2027

DATED this 3rd day of June 2024.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2024-_____
RESOLUTION APPROVING REAPPOINTMENTS

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

Section 1. That consent of the Council be, and it is hereby, given to the reappointments by the Mayor of the persons aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 3rd day of June 2024.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 3rd day of June 2024.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 5/21/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointment - Electrical Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Craig Stevens to the Electrical Commission. Mr. Stevens is a Fire Inspector with the Decatur Fire Department and will serve as the Fire Department's representative on the Electrical 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:

Craig Stevens

Electrical Commission

12/1/2024

DATED this 3rd day of June 2024.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2024-_____
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 3rd day of June 2024.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 3rd day of June 2024.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 5/21/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointment - Construction and Housing Board of Appeals

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Craig Stevens to the Construction and Housing Board of Appeals. Mr. Stevens is a Fire Inspector with the Decatur Fire Department and will serve as the Fire Department's representative on the Construction and Housing Board of Appeals.

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:

Craig Stevens	Construction & Housing Board of Appeals	1/1/2025
---------------	---	----------

DATED this 3rd day of June 2024.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2024-_____
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 3rd day of June 2024.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 3rd day of June 2024.

Julie Moore Wolfe, Mayor

Public Works

DATE: 5/22/2024

MEMO: 2024-85

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –2232 Highland Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 2232 Highland Road be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2232 Highland Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2232 HIGHLAND ROAD**

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

LOT SIX (6) OF LULU M. LEONARD'S ADDITION OF OUTLOTS TO THE CITY OF DECATUR AS PER PLAT RECORDED IN BOOK 958, PAGE 121 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THE NORTH TWO (2) ACRES THEREOF

PIN# 17-12-36-203-010

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

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Cherie J. Kupish

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2232 Highland Road, and legally described as follows:

LOT SIX (6) OF LULU M. LEONARD'S ADDITION OF OUTLOTS TO THE CITY OF DECATUR AS PER PLAT RECORDED IN BOOK 958, PAGE 121 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THE NORTH TWO (2) ACRES THEREOF

PIN # 17-12-36-203-010

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Cherie Kupish

Cherie Kupish

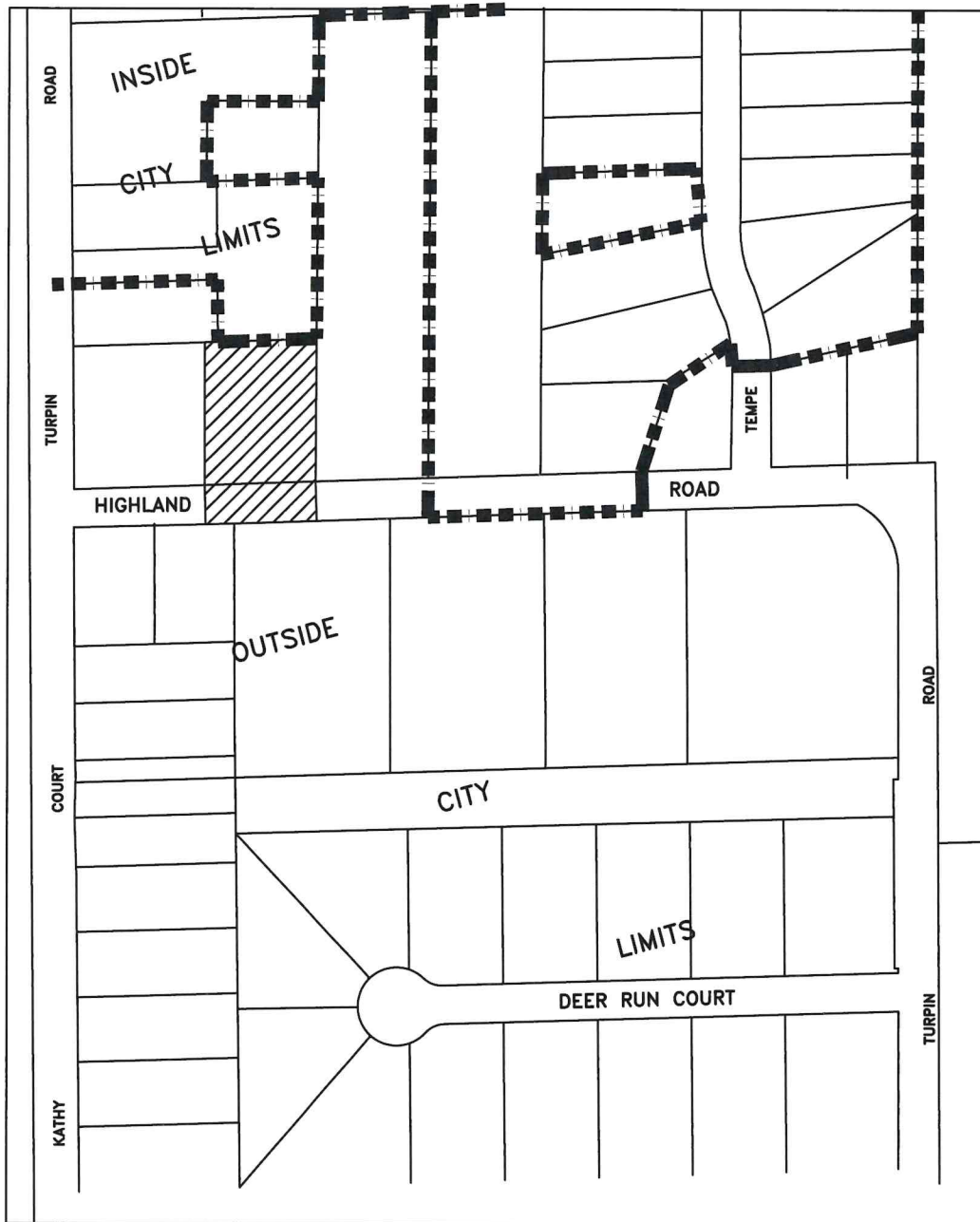
2232 Highland Rd.
Decatur, IL 62521

Signed and sworn to before me this 16 day of May, 20 24

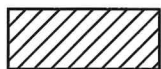


[Signature]
Notary Public

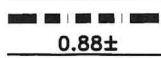
(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2232 HIGHLAND ROAD



indicates territory annexed



indicates existing corporate limits

0.88± acres

AREA 0.00137± sq. miles

174± 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, 2024

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____ Page 87 of 108

Public Works

DATE: 5/22/2024

MEMO: 2024-86

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –2243 Highland Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2243 Highland Road be approved.

BACKGROUND:

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2243 Highland Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2243 HIGHLAND ROAD**

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

LOT TWO (2) OF HOOPER'S FIRST ADDITION, AS PER PLAT RECORDED IN BOOK 1270, PAGE 47 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-003

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

George T. HARRIS

KATHLEEN S. HARRIS

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2243 Highland Road, and legally described as follows:

LOT TWO (2) OF HOOPER'S FIRST ADDITION, AS PER PLAT RECORDED IN BOOK 1270, PAGE 47 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-251-003

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.

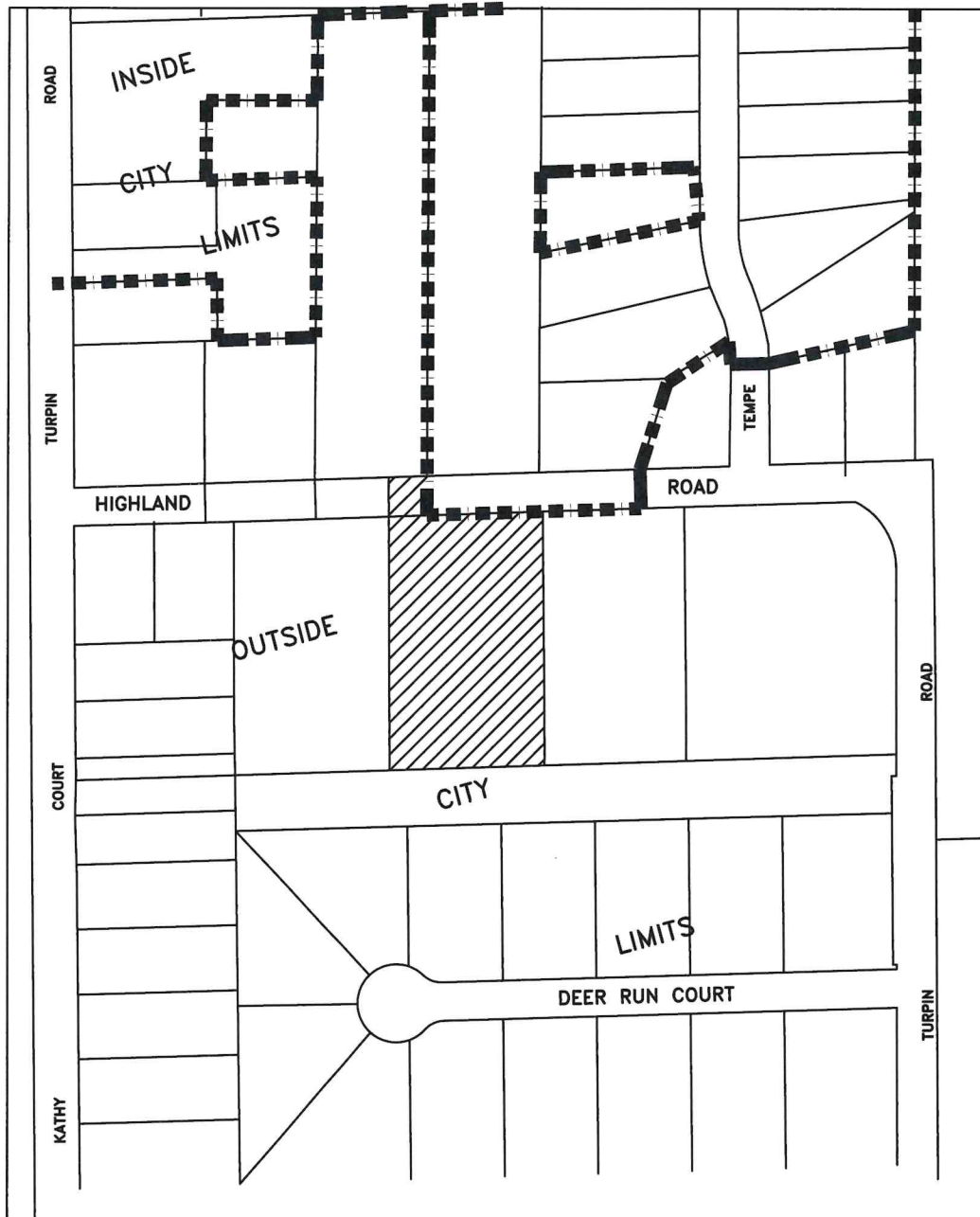
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>George T. Harris</u>	<u>George T. Harris</u>	<u>2243 Highland Rd.</u>
<u>Kathleen S. Harris</u>	<u>KATHLEEN S. HARRIS</u>	<u>2243 Highland Rd.</u>

Signed and sworn to before me this 13th day of May, 20 24

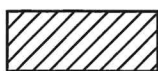
Tara R. Bachstein
Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2243 HIGHLAND ROAD



indicates territory annexed



indicates existing corporate limits

2.17± acres

AREA 0.00338± sq. miles

63± lin. ft. of public road

SOUTH WHEATLAND township



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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____ Page 92 of 108

Public Works

DATE: 5/22/2024

MEMO: 2024-87

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –2230 South Shores Drive

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 2230 South Shores 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 2230 South Shores Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2230 SOUTH SHORES 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 Zachary Drew and Zachary Drew as President of IGBY International Ministries, requesting that there be annexed to the City territory described as:

THE WEST 125 FEET OF A TRACT OF LAND DESCRIBED AS FOLLOWS: PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-FIVE (25) AND OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION THIRTY-SIX (36), BOTH IN TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 44.5 FEET SOUTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 70°40'00" WEST 95.4 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 70°40'00" WEST 297.2 FEET; THENCE SOUTH 71°48'00" WEST 270.00 FEET; THENCE SOUTH 77°05'00" WEST 275.00; THENCE NORTH 77°47'00" WEST 68.4 FEET; THENCE NORTH 270.10 FEET; THENCE EASTERLY 876.10 FEET TO A POINT 218.00 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH TO THE PLACE OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-25-453-007

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Zachary Drew

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2230 South Shores Drive, and legally described as follows:

THE WEST 125 FEET OF A TRACT OF LAND DESCRIBED AS FOLLOWS: PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-FIVE (25) AND OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION THIRTY-SIX (36), BOTH IN TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 44.5 FEET SOUTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 70°40'00" WEST 95.4 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 70°40'00" WEST 297.2 FEET; THENCE SOUTH 71°48'00" WEST 270.00 FEET; THENCE SOUTH 77°05'00" WEST 275.00; THENCE NORTH 77°47'00" WEST 68.4 FEET; THENCE NORTH 270.10 FEET; THENCE EASTERLY 876.10 FEET TO A POINT 218.00 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH TO THE PLACE OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-25-453-007

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Zachary Drew

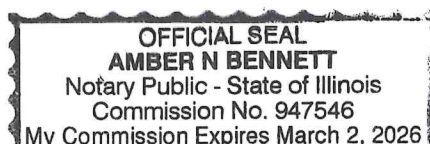
Zachary Drew

2230 S. Shores Dr Decatur, IL

Signed and sworn to before me this 20th day of May, 20 24

Amber N Bennett

Notary Public



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.
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5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Zachary Drew

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2230 South Shores Drive, and legally described as follows:

THE WEST 125 FEET OF A TRACT OF LAND DESCRIBED AS FOLLOWS: PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-FIVE (25) AND OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION THIRTY-SIX (36), BOTH IN TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 44.5 FEET SOUTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 70°40'00" WEST 95.4 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 70°40'00" WEST 297.2 FEET; THENCE SOUTH 71°48'00" WEST 270.00 FEET; THENCE SOUTH 77°05'00" WEST 275.00; THENCE NORTH 77°47'00" WEST 68.4 FEET; THENCE NORTH 270.10 FEET; THENCE EASTERLY 876.10 FEET TO A POINT 218.00 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH TO THE PLACE OF BEGINNING. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-25-453-007

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

SIGNATURE

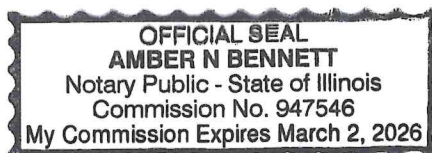
PRINTED NAME

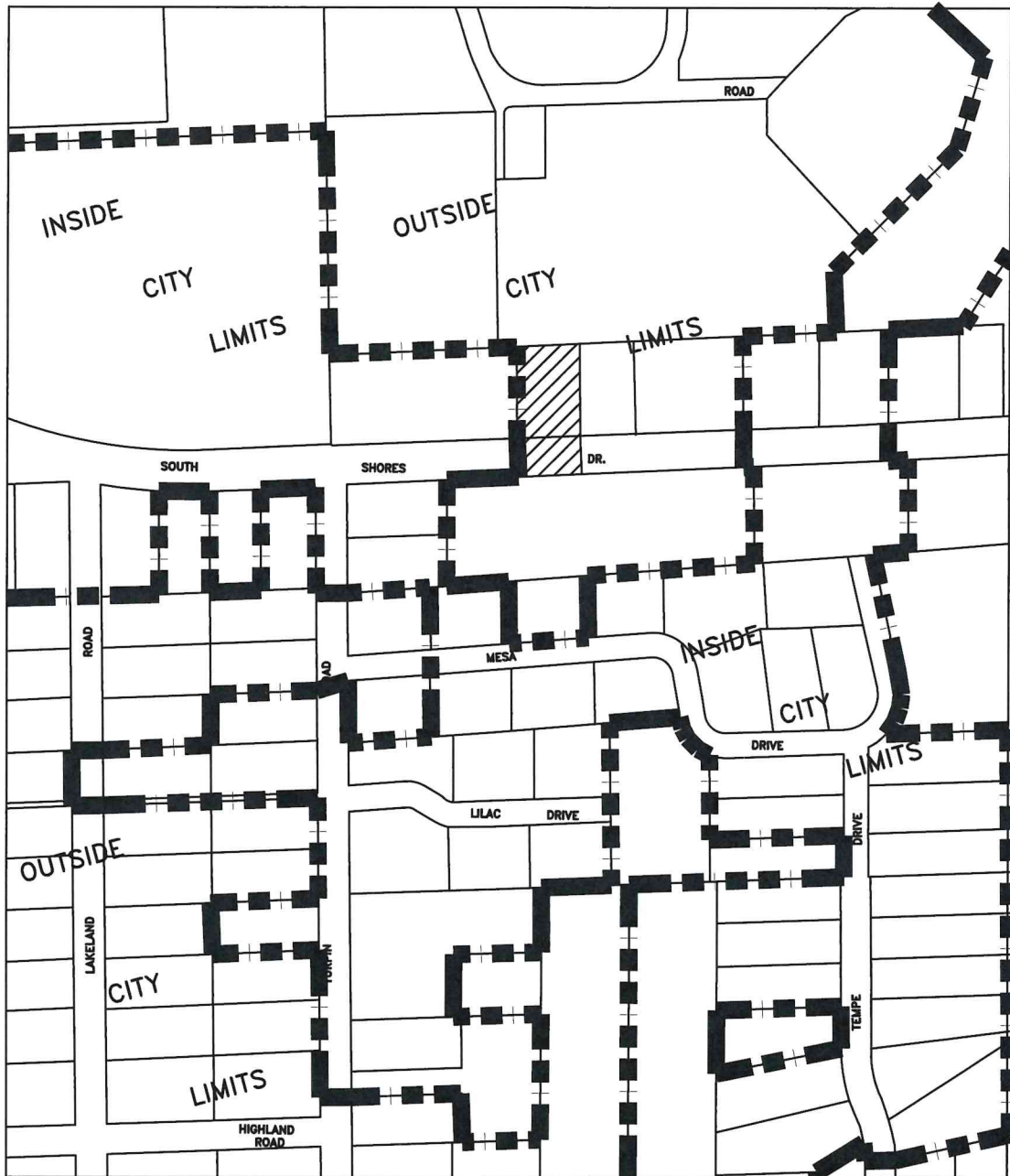
STREET ADDRESS, CITY, STATE

Zachary Drew Zachary Drew 2230 S. Shores Dr. Decatur IL 62521
as President of
IBBY International Ministries

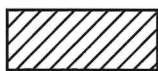
Signed and sworn to before me this 20th day of May, 2024

Amber N Bennett
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2230 SOUTH SHORES DRIVE



indicates territory annexed



indicates existing corporate limits

0.57± acres

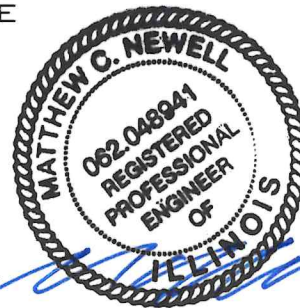
AREA 0.00089± sq. miles

125± 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, 2024

ORDINANCE NO: _____

DATE: _____ Page 98 of 108

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

Public Works

DATE: 5/22/2024

MEMO: 2024-88

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory –3033 Turpin Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3033 Turpin Road be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3033 Turpin Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3033 TURPIN ROAD**

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

LOT EIGHT (8) IN BLOCK ONE (1) OF LAKELAND HEIGHTS AS PER PLAT
RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S
OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY,
ILLINOIS.

PIN# 17-12-36-128-020

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

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Kelly M. Edwards Spingeman

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3033 Turpin Road, and legally described as follows:

LOT EIGHT (8) IN BLOCK ONE (1) OF LAKELAND HEIGHTS AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-128-020

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

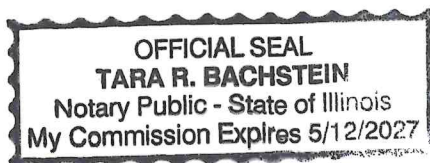
SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Kelly M. Spingeman Kelly M. Edwards Spingeman 3033 Turpin Rd.

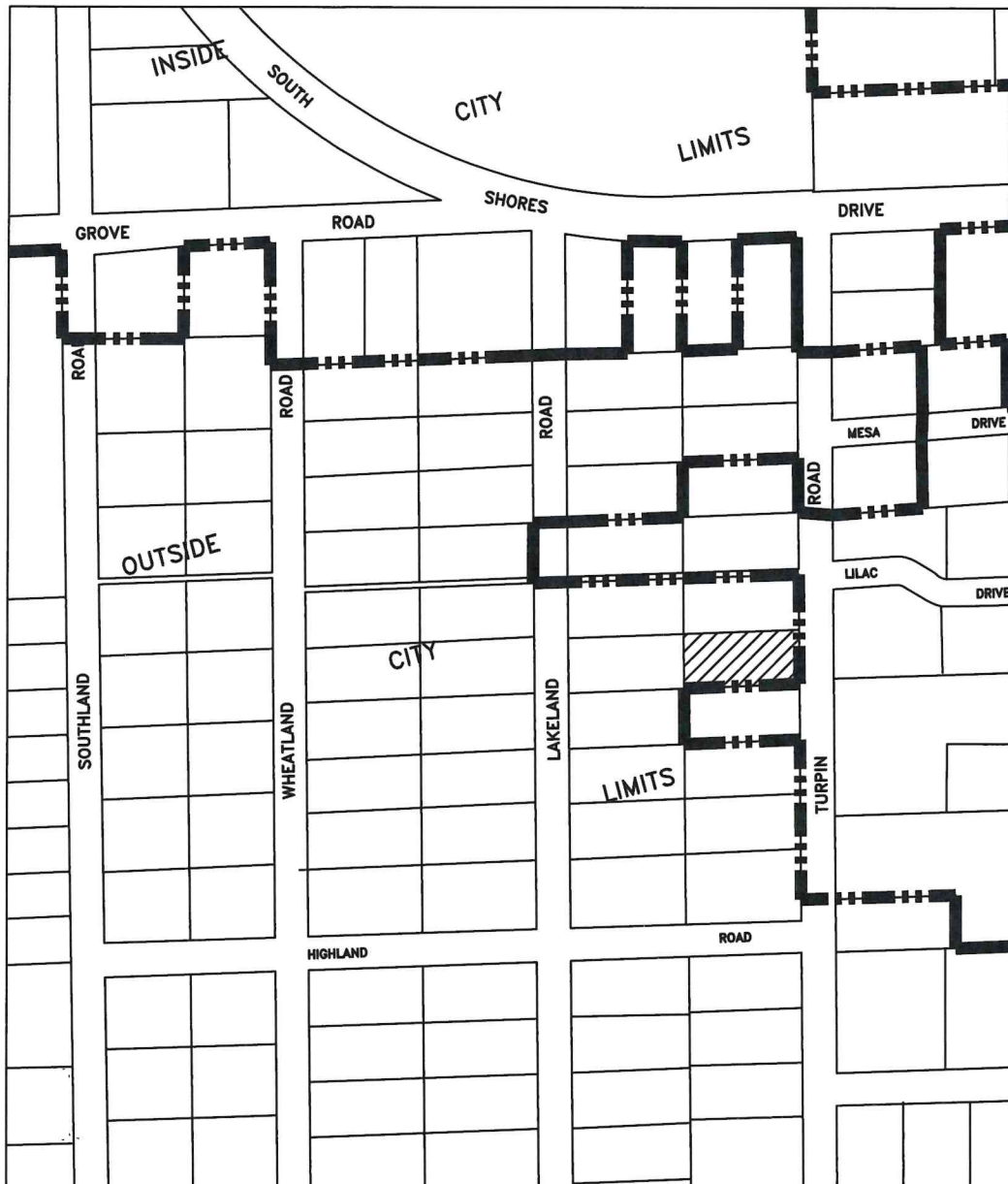
Signed and sworn to before me this 17th day of May, 2024



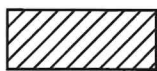
(Rev. 12/2014)

Tara R. Bachstein

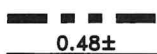
Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3033 TURPIN ROAD



indicates territory annexed



indicates existing corporate limits

0.48± acres

AREA 0.00075± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



5-22-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____ Page 103 of 108

Public Works

DATE: 5/22/2024

MEMO: 2024-89

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –3055 Turpin Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 3055 Turpin Road be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3055 Turpin Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3055 TURPIN ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Jason C. Hollingsead and Joey D. O'Neil-Hollingsead, requesting that there be annexed to the City territory described as:

LOT TEN (10) IN BLOCK ONE (1) OF LAKELAND HEIGHTS, AS PER PLAT
RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S
OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY,
ILLINOIS.

PIN# 17-12-36-128-022

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

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Jason C. Hollingsead

Joey D. O'Neill-Hollingsead

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3055 Turpin Road, and legally described as follows:

LOT TEN (10) IN BLOCK ONE (1) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-128-022

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Jason C. Hollingsead

Jason Hollingsead

3055 Turpin Rd, Decatur, IL

Joey D. O'Neill-Hollingsead

Joey O'Neill-Hollingsead

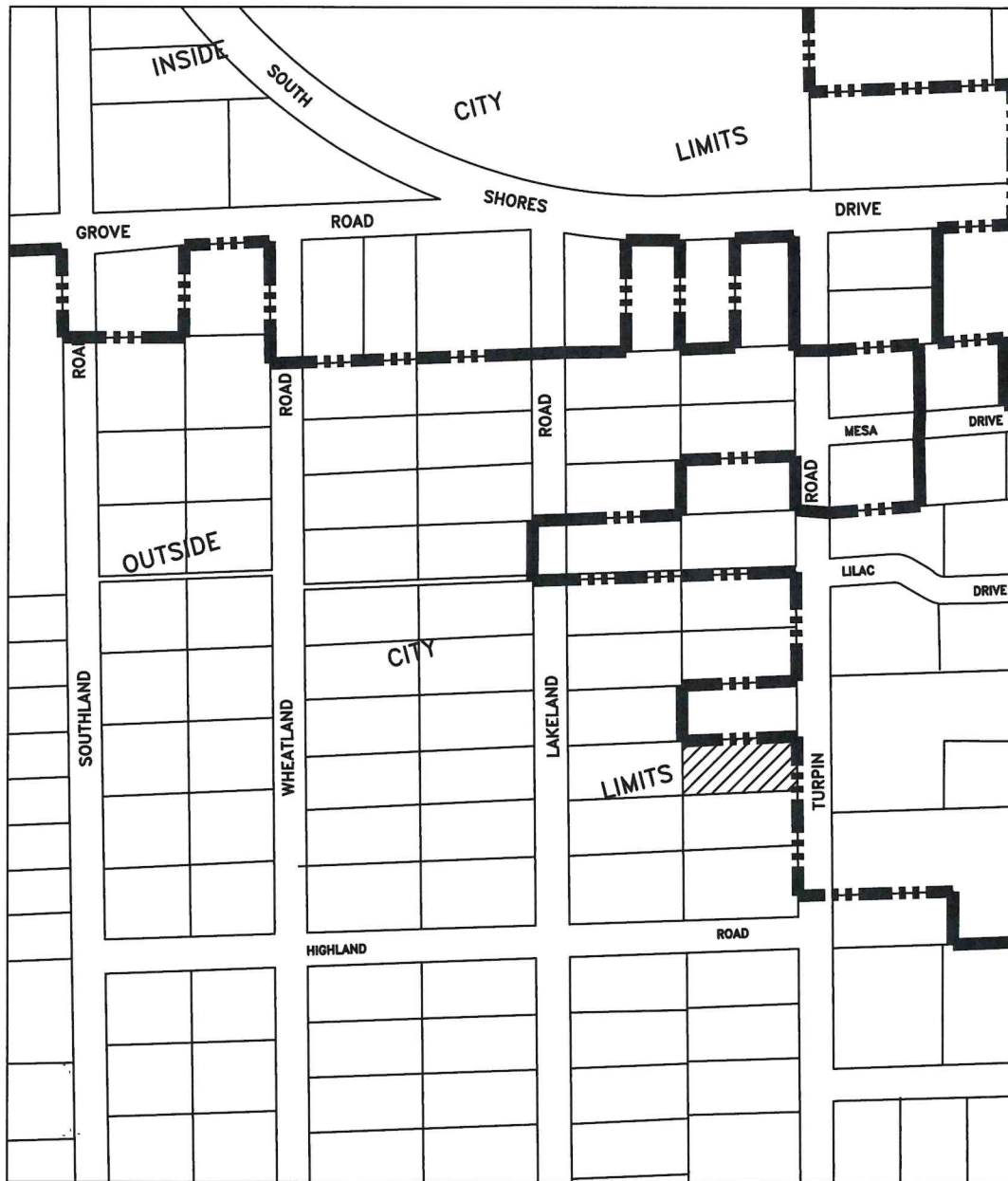
3055 Turpin Rd Decatur, IL

Signed and sworn to before me this 13 day of MAY, 2024

Tanisha Reynolds
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3055 TURPIN ROAD



indicates territory annexed



indicates existing corporate limits

0.48± acres

AREA 0.00075± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____ Page 108 of 108