



**Monday, May 6, 2024
5:30 PM
City Council Chamber**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. 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.

IV. Approval of Minutes

Approval of Minutes of April 15, 2024 City Council Meeting

V. Unfinished Business

VI. New Business

1. Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Sutton Ford Inc. for the Purchase of Four (4) 2024 Ford Explorer Police Patrol Vehicles, Five (5) 2024 Ford Explorer Police Admin Vehicles and One (1) 2024 Ford F-150 Police Command Responder Vehicle
2. Resolution Accepting the Bid Price of CDS Office Technologies for the Purchase of Computer Equipment for Four (4) 2024 Ford Explorer Police Patrol Vehicles and One (1) 2024 Ford F-150 Police Command Responder Vehicle
3. Resolution Authorizing an Agreement to Transfer Property to The Staley Museum, an Illinois not-for-profit corporation
4. Resolution Authorizing an Intergovernmental Agreement between the City of Decatur and Decatur Park District Real Estate Transfer of Portions of Garfield Park
5. Resolution Authorizing an Amendment to the Central Illinois Land Bank Authority Agreement

6. Ordinance Approving the 2024 Amendment to the City of Decatur Olde Towne TIF Redevelopment Project Area
7. Ordinance Approving the Tax Increment Redevelopment Plan and Project for the Central TIF Redevelopment Project Area
8. Ordinance Designating the Central TIF Redevelopment Project Area
9. Ordinance Adopting Tax Increment Financing (TIF) for the Central TIF Redevelopment Project Area
10. Ordinance Authorizing A TIF Redevelopment Agreement Between the City of Decatur and Merchant Street South, LLC
11. Resolution Authorizing an Agreement with Concentric Integration, LLC for Water Facilities PLC Upgrades, City Project 2024-29
12. 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 Appointment - Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board)
 - B. Resolution Approving Appointments - Human Relations Commission
 - C. Ordinance Annexing Territory 2045 East Grove Road
 - D. Ordinance Annexing Territory 2306 Highland Road
 - E. Ordinance Annexing Territory 2923 Lakeland Road
 - F. Ordinance Annexing Territory 2207 South Shores Drive
 - G. Ordinance Annexing Territory 2934 Turpin Road
 - H. Ordinance Annexing Territory 1901 East Grove Road
 - I. Ordinance Annexing Territory 3064 Tempe Drive
 - J. Ordinance Annexing Territory 3065 Tempe Drive
 - K. Ordinance Annexing Territory 3045 Turpin Road
 - L. Ordinance Annexing Territory 2920 Lakeland Road
 - M. Ordinance Annexing Territory 2920 South Wheatland Road
 - N. Ordinance Annexing Territory Illinois Route 48 and I-72 Interchange
 - O. Ordinance Authorizing the Installation of Stop Signs at the Intersection of North Cambridge Drive and Canterbury Drive Facing North Cambridge Drive
 - P. Resolution Authorizing Action Regarding Unsafe Structures
 - Q. Resolution Authorizing the Execution of an Agreement with Parkland Environmental for the Demolition of 960 W. Decatur St.
 - R. Resolution Authorizing the Execution of an Agreement with Parkland Environmental for the Demolition of 665 W. Prairie St.

- S. Resolution Amending Intergovernmental Agreement Decatur Macon County Enterprise Zone
- T. Resolution Authorizing a Contract Change Order with E.L. Pruitt Company for Chiller Replacement at the Decatur Public Library
- U. Resolution Accepting the Proposal and Authorizing the Control System Work with Clow Controls & Service Inc., for the Decatur Public Library
- V. Resolution Authorizing Lease and Maintenance Agreement between The City of Decatur and Decatur Park District - Lake Decatur Marina

VII. Other Business

VIII. Adjournment

SUBJECT: Approval of Minutes of April 15, 2024 City Council Meeting

ATTACHMENTS:

Description

Type

Minutes of April 15, 2024 City Council Meeting

Backup Material

CITY COUNCIL MINUTES

Monday, April 15, 2024

On Monday, April 15, 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 Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp and Dennis Cooper. Mayor Moore Wolfe declared a quorum present.

Mayor Moore Wolfe called for a motion to allow Councilman Kuhle to participate remotely through electronic attendance pursuant to Open Meetings Act, 5 ILCS 120/7(a).

Councilman McDaniel moved to allow Councilman Kuhle to participate remotely through electronic attendance pursuant to Open Meetings Act, 5 ILCS 120/7(a), seconded by Councilman Culp.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe announced that the Resolution Authorizing an Agreement to Transfer Property to the Staley Museum was pulled from the City Council agenda.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Tom Sheets, Vicki Sheets, Lawrence Barbee, Ken Smith, Richard Webb, Jeff Broderick, Cindy Shull, Semaj Allen, Kathy Grace, Zelda Tindell and Abeer Motan.

City Manager Wrighton responded to citizens' comments regarding annexations.

The minutes of the April 1, 2024, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Culp and on call of the roll, Council members Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

Ordinance Annexing Territory Entirely Surrounded by the City Limits - 1803 W. Sunset Ave., Lot South of 2081 W. Sunset, Lot South of 2069 W. Sunset, Lot South of 2021 W. Sunset,

Lot South of 1945 W. Sunset, Lot South of 1937 Sunset, Lot South of 1929 W. Sunset, Lot South of 1915 W. Sunset, Lot South of 1901 W. Sunset, Lot South of 2011 Sunset, Lot South of 2095 Sunset, Lot South of 700 S. Westlawn, Lot South of 1909 W. Sunset, Lot South of 1893 W. Sunset, Lot South of 1873 W. Sunset, Lot South of 1853 Sunset, was presented. Councilwoman Gregory moved to take the item from the table, seconded by Councilman Culp.

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

Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Culp.

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

The following citizens provided comments to the Council concerning the annexations: Semaj Allen, Ken Smith and Zelda Tindell.

Council members continued their discussion concerning the annexation policy and certain lots being in a floodplain.

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

City Manager Wrighton presented the Treasurer's Financial Report.

Ms. Ruby James, Director of Finance, provided additional comments concerning the Treasurer's Financial Report.

2024-52 An Ordinance Amending the 2023 Budget Reconciliation Ordinance of the City of Decatur, Illinois and Closing Fund 99, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman McDaniel.

City Manager Wrighton gave an overview of the Ordinance.

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

2024-53 An Ordinance Providing for the Issuance of not to Exceed \$36,800,000 General Obligation Bonds of the City of Decatur, Macon County, Illinois, to Refund Certain Outstanding Bonds and to Finance Water System Infrastructure Improvements, Authorizing the Sale of said Bonds to the Purchaser thereof, Providing for the Levy and Collection of a Direct Annual Tax Sufficient for the Payment of the Principal of and Interest on said Bonds, and Further Providing for the Execution of an Escrow Agreement in Connection with Such Issuance, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman McDaniel.

City Manager Wrighton gave an overview of the Ordinance.

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

R2024-102 Resolution Authorizing the Execution of an Agreement with Ezell Excavating Inc. for the Demolition of 1222 E. Grand (former Durfee School) and 1500 E. Condit (former Copenbarger School), was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman McDaniel.

City Manager Wrighton gave an overview of the Resolution and answered questions from Council members regarding the funding source for the demolition of the schools.

Mr. Jon Kindseth, Deputy City Manager, answered questions from Council members concerning measures taken to secure the schools and funding for demolitions.

Council members continued their discussion concerning the funding source.

Councilwoman Gregory moved to amend the motion by adding that the available ARPA CARES dollars will be used to take the buildings down.

Council members discussed the motion.

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

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

2024-54 Ordinance Rezoning Property from R-1 Single Family Residence District to R-3 Single Family Residence District - 4210 East Lakewood Avenue, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Ordinance.

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

2024-55 Ordinance Amending Conditional Use Permit - 3840 North Martin Luther King Jr. Drive, was presented, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Ordinance.

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

R2024-103 Resolution Accepting the Bid and Authorizing the Execution of a Construction Contract with Henson Robinson Company, Inc. for the Chemical Feed Upgrades and Bulk Water Upgrades, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

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

R2024-104 Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy, and Tilly to Provide Engineering Services for the Chemical Feed Upgrades and Bulk Water Upgrades, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

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

R2024-105 Resolution Accepting the Bid Price of G&H Marine, Inc. for Lake Services Dock System, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

Mr. Keith Alexander, Water Production Manager, answered questions from Council members regarding the proposed Lake Services dock.

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

R2024-106 Resolution Authorizing a Lease Agreement with G & H Services, LLC-1 for Nelson Park Marina Fuel System, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

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

R2024-107 Resolution Authorizing Approval to Renew Annual License and Support Agreement from Tyler Technologies, Inc. for the MUNIS Enterprise Financial Software Suite, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Wrighton gave an overview of the Resolution.

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

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through P. 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 P.:

Item A. Receiving and Filing of Minutes of Board and Commissions
R2024-108 Item B. Resolution Approving Appointment - Construction and Housing Board of Appeals
2024-56 Item C. Ordinance Annexing Territory 2980 Lakeland Road
2024-57 Item D. Ordinance Annexing Territory 2167 South Shores Drive
Item E. R2024-109 Resolution Authorizing an Agreement with American Farmland Trust, for Services with the Regional Conservation Partnership Program
R2024-110 Item F. Resolution Authorizing an Agreement with EcoMetrics, LLC for Services with the Regional Conservation Partnership Program
R2024-111 Item G. Resolution Authorizing an Agreement with Ecosystem Services Exchange, for Services with the Regional Conservation Partnership Program
R2024-112 Item H. Resolution Authorizing an Agreement with FarmRaise, for Services, with the Regional Conservation Partnership Program
R2024-113 Item I. Resolution Authorizing an Agreement with ManPlan Inc., for Services, with the Regional Conservation Partnership Program
R2024-114 Item J. Resolution Authorizing an Agreement with Pinion LLC., for Services, with the Regional Conservation Partnership Program
R2024-115 Item K. Resolution Authorizing Lake Decatur Watershed Protection Program Agreement for West Waterway Improvements with Lynn Clarkson
R2024-116 Item L. Resolution Authorizing Lake Decatur Watershed Protection Program Agreement for East Waterway Improvements with Lynn Clarkson
R2024-117 Item M. Resolution Accepting Heartland Controls Quotation for the Purchase of a Full Profile Insertion Meter
R2024-118 Item N. Resolution Authorizing the Execution of an Agreement with Swicks Lawncare for 2024 Weed Abatement
2024-58 Item O. An Ordinance Reserving 2024 Volume Cap for Private Activity Bond Issues, and Related Matters

R2024-119 Item P. Resolution Authorizing License P-11718 for Underground Pipelines, Cables and Conduit for a Water Main with the Illinois Central Railroad on Faries Parkway at Brush College Road

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

With no Other Business, Mayor Moore Wolfe called for Recess to Closed Executive Session at 7:07 p.m. under Open Meetings Act Section 2(c)(5) the purchase or lease of real property for the use of the public body. Councilwoman Gregory moved to Recess to Closed Executive Session, seconded by Councilman Culp and on call of the roll, Council members Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Council returned to the regular City Council meeting following Closed Executive Session at 7:35 p.m.

Councilman Culp moved the regular City Council meeting be adjourned, seconded by Councilman McDaniel and upon call of the roll, Council members Pat McDaniel, Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 7:35 p.m.

Approved _____
Kim Althoff
City Clerk

Municipal Services

DATE: 4/2/2024

MEMO: 2024-57

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wright, City Manager
Matt Newell, Public Works Director
Shane Brandel, Chief of Police
Kelly Harrison, Procurement Office

SUBJECT: Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Sutton Ford Inc. for the Purchase of Four (4) 2024 Ford Explorer Police Patrol Vehicles, Five (5) 2024 Ford Explorer Police Admin Vehicles and One (1) 2024 Ford F-150 Police Command Responder Vehicle.

SUMMARY RECOMMENDATION:

Staff recommends approval of the following resolutions:

1. Resolution awarding a contract for the State of Illinois Joint Purchasing Agreement amount of \$619,240.81 to Sutton Ford Inc. for the Purchase of Four (4) 2024 Ford Explorer Police Patrol Vehicles, Five (5) 2024 Ford Explorer Police Admin Vehicles and One (1) 2024 Ford F-150 Police Command Responder Vehicle.

The bids include the cost of the vehicles along with the Police Department equipment required for up fitting.

2. Resolution awarding a contract for the bid amount of \$67,685.00 to CDS Office Technologies for the Purchase of computer equipment for Four (4) 2024 Ford Explorer Police Patrol Vehicles, and One (1) 2024 Ford F-150 Police Command Responder Vehicle.

BACKGROUND:

The City of Decatur Police Department has requested Four (4) 2024 Ford Explorer Police Patrol Vehicles, Five (5) 2024 Ford Explorer Police Admin Vehicles and One (1) 2024 Ford F-150 Police Command Responder Vehicle to replace old units due to mileage and condition.

The vehicles being replaced are:

Unit 841 a 2015 Ford Interceptor with 130,470 miles.

Unit 842 a 2016 Ford Interceptor with 145,600 miles.

Unit 844 a 2016 Ford Interceptor with 114,458 miles.
Unit 864 a 2008 Ford Interceptor with 86,026 miles.
Unit 882 a 2007 Ford Interceptor with 114,593 miles.
Unit 863 a 2013 Ford Interceptor with 167,600 miles.
Unit 865 a 2017 Ford Interceptor with 132,981 miles.
Unit 866 a 2016 Ford Interceptor with 158,844 miles.
Unit 867 a 2017 Ford Interceptor with 119,823 miles.
Unit 868 a 2016 Ford Interceptor with 153,970 miles.

The replacement vehicles are estimated to be delivered in 60 to 90 days.
In the future, we intend to move toward hybrid vehicles for police vehicles, but they were not offered at this time due to battery plant issues with the manufacturer and will resume production in 2025.

Computer equipment for Four (4) 2024 Ford Explorer Police Patrol Vehicles, and One (1) 2024 Ford F-150 Police Command Responder Vehicle will be purchased through CDS Office Technologies to outfit the vehicles.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Fleet Maintenance wrote bid specifications based on Police Department requirements.

STAFF REFERENCE: Matthew Newell, Public Works Director, Chris Bergschneider, Fleet Supervisor. Matt Newell will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS: Funding for this expenditure is available in the FY 2024 Budget.

ATTACHMENTS:

Description	Type
Resolution Police Vehicles	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING
CONTRACT HOLDER BID PRICE OF SUTTON FORD INC. FOR THE PURCHASE
OF FOUR (4) 2024 FORD EXPLORER POLICE PATROL VEHICLES, FIVE (5) 2024
FORD EXPLORER POLICE ADMIN VEHICLES AND ONE (1) 2024 FORD F-150
POLICE COMMAND RESPONDER VEHICLE.**

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

Section 1. That the State of Illinois Joint Purchasing bid received for Four (4) 2024 Ford Explorer Police Patrol Vehicles, Five (5) 2024 Ford Explorer Police Admin Vehicles and One (1) 2024 Ford F-150 Police Command Responder Vehicle. presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Sutton Ford Inc., in the amount of \$619,240.81, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Sutton Ford Inc., for their State of Illinois Joint Purchasing bid price of \$619,240.81.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 6th day of May 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

COMMERCIAL & FLEET

INVOICE

DATE Friday, March 29, 2024

BILL TO:

CITY OF DECATUR
228 SOUTH MAIN STREET
DECATUR, IL 60103

PO#
INVOICE #

SHIP TO:

DECATUR POLICE DEPT
228 SOUTH MAIN STREET
DECATUR, IL 60103

ADDRESS CORRESPONDENCE TO:

Name NICK STARESINICH

ORDERING CONTACT
CONTACT NUMBER

TIM WILDERMAN
217-542-3594

ADDRESS PAYMENT TO:

EMAIL:

TWILDERMAN@DECATURIL.GOV

Sutton Ford, Inc.

ORDERING FIN:

QB190

21315 Central Avenue

END USER FIN:

QB190

Matteson, IL 60443

END USER BUILD TYPE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	

DECATUR PD
MARKED PATROL

E-mail NSTARESINICH@SUTTONFORD.COM

Phone 708-720-8027

Issued by: NICK STARESINICH

YEAR	MAKE	MODEL DISCRPTION	TRIM	COLOR	SUTTON NO.	
2024	FORD	FORD EXPLORER PIU	PIU	BLACK		
VIN						
RELEASE LINE	QTY	Commodity Information			UNIT COST	TOTAL COST
5	1	Ford Explorer Police Utility 3.0L ECOBOOST			\$ 44,301.00	\$ 44,301.00
	1	UPFIT			\$ 19,875.57	\$ 19,875.57
	1	LICENSE AND TITLE			\$ 173.00	\$ 173.00

PURCHASER'S SIGNATURE

DATE _____

3/29/2024

DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE _____

3/29/2024

ORIGINAL INVOICE

EXHIBIT A

DECATUR MARKED PATROL					
QTY	PRODUCT	DESCRIPTION	CONTRACT LINE	PRICE	
1	VAL51J-P1H	VALOR LIGHT BAR	8	\$ 3,865.00	
1	HKB-FPIU20-LONG	HOOK KIT FOR ABOVE			
1	PF200R	PATHFINDER			
1	OBOCABLE25-2	OBOCABLE	43	\$ 230.00	
1	EXPMOD24	EXPANSION MODULE		\$ 386.00	
1	MPS62UX-RW	FOG LIGHT R/W		\$ 201.00	
1	MPS62UX-BW	FOG LIGHT B/W		\$ 201.00	
1	MPSM6-SPACRKT	FOG LIGHT SPACER		\$ 58.00	
1	416900-VHB	3M TAPE FOR ABOVE		\$ 19.00	
1	EXPHARN03	EXPANSION HARNESS		\$ 173.00	
1	EXPMOD-2	EXPANSION MODULE		\$ 714.00	
1	MPS62UX-RW	CARGO WINDOW LIGHT		\$ 201.00	
1	MPS62UX-BW	CARGO WINDOW LIGHT		\$ 201.00	
2	MPSM6-LB	BRACKET FOR ABOVE		\$ 38.00	
2	MPS62UX-RB	HATCH LIGHTS		\$ 402.00	
1	SIFMJH-FPIU20-PF1	REAR ILS		\$ 1,875.00	
1	COM3SRWC	COMPARTMENT LIGHT		\$ 95.00	
SUBTOTAL				\$ 4,794.00	
15% DISCOUNT				\$ 719.10	
TOTAL				\$ 4,074.90	
1	RBKIT1	RUMBLER	36	\$ 367.00	
1	RB-FPIU20	BRACKET FOR ABOVE		\$ 71.00	
1	ES100C	SPEAKER		\$ 391.00	
1	ES100C	SPEAKER		\$ 391.00	
1	DFC-SB-ES100C	SPEAKER BRACKET		\$ 35.00	
SUBTOTAL				\$ 1,255.00	
15% DISCOUNT				\$ 188.25	
TOTAL				\$ 1,066.75	
2	MPS62UX-BW	PUSH BAR LIGHT B/W	23	\$ 862.00	
2	MPS62UX-RW	PUSH BAR LIGHT R/W			
1	DFC-PB-FPIU20	PUSH BAR			
1	DFC-TC4L	TOP CHANNEL 4 LIGHTS			
1	C-VSX-1800-INUT-PM	CONSOLE	44	\$ 933.00	
1	C-PMX-101	PRINTER		\$ 195.00	
1	CUP2-1004	CUP HOLDER		\$ 65.00	
1	C-ARM-1001	ARM REST		\$ 318.00	
1	C-MD-119	SWING ARM		\$ 367.00	
1	CG-X	CHARGE GUARD		\$ 107.00	
1	CEB30-FSP-1P	FILLER PLATE FOR PATHFINDER		\$ 8.00	
1	C-LP2-PS1-USB	USB PLUGS		\$ 198.00	
2	MMSU	MAGNETIC MIC		\$ 96.00	
1	C-TTP-INUT-1201	CARGO PLATE			
1	C-TTP-INUT-4	EQUIPMENT TRAY		\$ 2,660.49	
1	SBX-3003	OPEN STORAGE DRAWER TOPPER		\$ 266.00	
1	SBX-1008	STORAGE BOX W PUSH BUTTON		\$ 1,928.00	
SUBTOTAL				\$ 7,141.49	
15% DISCOUNT				\$ 1,071.22	
TOTAL				\$ 6,070.27	
1	GK0068E	GUN LOCKS	45	\$ 809.00	
SUBTOTAL				\$ 809.00	
15% DISCOUNT				\$ 121.35	
TOTAL				\$ 687.65	
2	RBDMG44WW4SSRRB	5:1 ANTENNA	48	\$ 390.00	
1	PK1130ITU20TM	FRONT PARTITION	42	\$ 1,035.00	
1	QK0566ITU20	REPLACEMENT SEAT	35	\$ 1,495.00	
1	WK0514ITU20H	WINDOW BARRIERS		\$ 329.00	
TOTAL BUILD COST PER VEHICLE				\$ 19,875.57	

COMMERCIAL & FLEET

INVOICE

DATE Friday, March 29, 2024

BILL TO:

CITY OF DECATUR
228 SOUTH MAIN STREET
DECATUR, IL 60103

PO#
INVOICE #

SHIP TO:

DECATUR POLICE DEPT
228 SOUTH MAIN STREET
DECATUR, IL 60103

ADDRESS CORRESPONDENCE TO:

Name NICK STARESINICH

ORDERING CONTACT
CONTACT NUMBER

TIM WILDERMAN
217-542-3594

ADDRESS PAYMENT TO:

EMAIL:

TWILDERMAN@DECATURIL.GOV

Sutton Ford, Inc.

ORDERING FIN:

QB190

21315 Central Avenue

END USER FIN:

QB190

Matteson, IL 60443

**END USER
BUILD TYPE**

DECATUR PD
ADMIN

E-mail NSTARESINICH@SUTTONFORD.COM

Phone 708-720-8027

Issued by: NICK STARESINICH

YEAR	MAKE	MODEL DISCRPTION	TRIM	COLOR	SUTTON NO.	
2024	FORD	FORD EXPLORER PIU	PIU	BLACK		
VIN						
RELEASE LINE	QTY	Commodity Information			UNIT COST	TOTAL COST
5	1	Ford Explorer Police Utility 3.0L ECOBOOST			\$ 44,301.00	\$ 44,301.00
	1	UPFIT			\$ 12,940.57	\$ 12,940.57
	1	LICENSE AND TITLE			\$ 173.00	\$ 173.00

PURCHASER'S SIGNATURE

DATE _____

3/29/2024

DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE _____

3/29/2024

ORIGINAL INVOICE

DECATUR ADMIN				
QTY	PRODUCT	DESCRIPTION	CONTRACT LINE	PRICE
1	SIFMJS-FPIU20-P3	FRONT ILS	8	\$ 3,685.00
1	SIFMJH-FPIU20-PF1	REAR ILS		
1	PF200R	PATHFINDER		
1	OBD CABLE 25-2	OBD CABLE	43	\$ 230.00
1	EXP MOD 24	EXPANSION MODULE		\$ 386.00
1	MPS62UX-RW	FOG LIGHT R/W		\$ 201.00
1	MPS62UX-BW	FOG LIGHT B/W		\$ 201.00
2	MPSM6-SPACRKT	FOG LIGHT SPACER		\$ 58.00
1	416900-VHB	3M TAPE FOR ABOVE		\$ 19.00
1	EXPHARN03	EXPANSION HARNESS		\$ 173.00
1	EXP MOD-2	EXPANSION MODULE		\$ 714.00
1	MPS62UX-RW	CARGO WINDOW LIGHT		\$ 201.00
1	MPS62UX-BW	CARGO WINDOW LIGHT		\$ 201.00
2	MPSM6-LB	BRACKET FOR ABOVE		\$ 38.00
2	MPS62UX-RB	HATCH LIGHTS		\$ 402.00
1	MPSC2-RW	GRILLE MOUNT		\$ 196.00
1	MPSC2-BW	GRILLE MOUNT		\$ 196.00
SUBTOTAL				\$ 3,216.00
15% DISCOUNT				\$ 482.40
TOTAL				\$ 2,733.60
1	RBKIT1	RUMBLER	36	\$ 367.00
1	RB-FPIU20	BRACKET FOR ABOVE		\$ 71.00
1	ES100C	SPEAKER		\$ 391.00
1	DFC-SB-ES100C	SPEAKER BRACKET		\$ 35.00
SUBTOTAL				\$ 864.00
15% DISCOUNT				\$ 129.60
TOTAL				\$ 734.40
1	C-VSX-1800-INUT-PM	CONSOLE	44	\$ 933.00
1	CUP2-1004	CUP HOLDER		\$ 65.00
1	C-ARM-1001	ARM REST		\$ 318.00
1	CG-X	CHARGE GUARD		\$ 107.00
1	CEB30-FSP-1P	FILLER PLATE FOR PATHFINDER		\$ 8.00
1	C-LP2-PS1-USB	USB PLUGS		\$ 198.00
2	MMSU	MAGNETIC MIC		\$ 96.00
1	C-TTP-INUT-1201	CARGO PLATE		
1	C-TTP-INUT-4	EQUIPMENT TRAY		\$ 2,660.49
1	SBX-3003	OPEN STORAGE DRAWER TOPPER		\$ 266.00
1	SBX-1008	STORAGE BOX W PUSH BUTTON		\$ 1,928.00
SUBTOTAL				\$ 6,579.49
15% DISCOUNT				\$ 986.92
TOTAL				\$ 5,592.57
1	RBDMG44WW4SSRRB	5:1 ANTENNA	48	\$ 195.00
TOTAL BUILD COST PER VEHICLE				\$ 12,940.57

COMMERCIAL & FLEET

INVOICE

DATE Tuesday, April 2, 2024

BILL TO: CITY OF DECATUR
228 SOUTH MAIN STREET
DECATUR, IL 60103

PO#
INVOICE #

SHIP TO: **DECATUR POLICE DEPT**
 228 SOUTH MAIN STREET
 DECATUR, IL 60103

ADDRESS CORRESPONDENCE TO:

Name NICK STARESINICH

ORDERING CONTACT	TIM WILDERMAN
CONTACT NUMBER	217-542-3594
EMAIL:	TWILDERMAN@DECATURIL.GOV
ORDERING FIN:	QB190
END USER FIN:	QB190

ADDRESS PAYMENT TO:

Sutton Ford, Inc.
21315 Central Avenue
Matteson, IL 60443

END USER	DECATUR PD
BUILD TYPE	ADMIN

E-mail NSTARESINICH@SUTTONFORD.COM
Phone 708-720-8027
Issued by: NICK STARESINICH

YEAR	MAKE	MODEL DISCRPTION	TRIM	COLOR	SUTTON NO.
2024	FORD	FORD F150 RESPONDER	W1P	BLACK	TBD
VIN		TBD			
RELEASE LINE	QTY	Commodity Information	UNIT COST	TOTAL COST	
5	1	Ford Explorer Police Utility 3.0L ECOBOOST	\$ 56,075.00	\$ 56,075.00	
	1	UPFIT	\$ 14,521.68	\$ 14,521.68	
	1	LICENSE AND TITLE	\$ 173.00	\$ 173.00	
				</	

Nick Stone

PURCHASER'S SIGNATURE

DATE 4/2/2024

DEALER OR HIS AUTHORIZED REPRESENTATIVE

DATE 4/2/2024

ORIGINAL INVOICE

DECATUR F150					
QTY	PRODUCT	DESCRIPTION	CONTRACT LINE	PRICE	
1	VAL51J-P1H	VALOR LIGHT BAR	8	\$ 3,865.00	
1	HKB-FRD15-HP	HOOK KIT FOR ABOVE			
1	PF200R	PATHFINDER			
1	OBD CABLE 25-3	OBD CABLE	43	\$ 461.00	
1	EXPMOD24	EXPANSION MODULE		\$ 386.00	
2	MPS62UX-RW	REAR WINDOW/TAILGATE		\$ 402.00	
2	MPS62UX-BW	REAR WINDOW/TAILGATE		\$ 402.00	
8	MPS63UX-RBW	RUNNING BOARD LIGHTS		\$ 1,832.00	
2	MPSM6-FRD15RB	SPACER		\$ 220.00	
1	MPSMW9-FRD21MIR	MIRROR BRACKET		\$ 59.00	
1	EXPMOD-2	EXPANSION MODULE		\$ 714.00	
2	MPSMW9-SHD	SHROUD		\$ 90.00	
1	MPSW9X-RW	MIRROR LIGHT		\$ 283.00	
1	MPSW9X-BW	MIRROR LIGHT		\$ 283.00	
1	FHL-TAIL	TAIL LIGHT FLASHER		\$ 134.00	
2	MPSM6-LB	REAR WINDOW BRACKET		\$ 38.00	
SUBTOTAL				\$ 5,304.00	
15% DISCOUNT				\$ 795.60	
TOTAL				\$ 4,508.40	
1	RBKIT1	RUMBLER	36	\$ 367.00	
1	RB-FRD15	BRACKET FOR ABOVE		\$ 71.00	
1	ES100C	SPEAKER		\$ 391.00	
1	ES100C	SPEAKER		\$ 391.00	
1	ESB2-FRD2ND	SPEAKER BRACKET		\$ 87.00	
SUBTOTAL				\$ 1,307.00	
15% DISCOUNT				\$ 196.05	
TOTAL				\$ 1,110.95	
3	MPS62UX-BW	PUSH BAR LIGHT B/W	23	\$ 2,346.00	
3	MPS62UX-RW	PUSH BAR LIGHT R/W			
1	DFC-PB-FRD21	PUSH BAR			
1	DFC-TC4L-2	TOP CHANNEL 4 LIGHTS			
1	C-VSW-2400-F150	CONSOLE	44	\$ 1,204.16	
1	CUP2-1001	CUP HOLDER		\$ 67.00	
1	C-ARM-108	ARM REST		\$ 249.00	
1	C-MD-119	SWING ARM		\$ 367.00	
1	CG-X	CHARGE GUARD		\$ 107.00	
1	CEB30-FSP-1P	FILLER PLATE FOR PATHFINDER		\$ 8.00	
1	C-LP2-PS1-USB	USB PLUGS		\$ 198.00	
1	C-HDM-214	HEAVY DUTY SIDE POLE		\$ 150.99	
1	C-FPW-3	3" FILLER PLATE FOR WIDE VSW CONSOL		\$ 8.00	
1	C-PM-124	PRINTER MOUNT		\$ 348.30	
SUBTOTAL				\$ 2,707.45	
15% DISCOUNT				\$ 406.12	
TOTAL				\$ 2,301.33	
2	RBDMG44WW4SSRRB	5:1 ANTENNA	48	\$ 390.00	
TOTAL BUILD COST PER VEHICLE				\$ 14,521.68	

Municipal Services

DATE: 4/4/2024

MEMO: 2024-57

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Shane Brandel, Chief of Police
Kelly Harrison, Procurement Officer

SUBJECT: Resolution Accepting the Bid Price of CDS Office Technologies for the Purchase of Computer Equipment for Four (4) 2024 Ford Explorer Police Patrol Vehicles and One (1) 2024 Ford F-150 Police Command Responder Vehicle.

SUMMARY RECOMMENDATION: Refer to previous memo.

ATTACHMENTS:

Description	Type
Resolution Police Vehicles Computer Equipment	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID PRICE OF CDS OFFICE TECHNOLOGIES
FOR THE PURCHASE OF COMPUTER EQUIPMENT FOR FOUR (4) 2024 FORD
EXPLORER POLICE PATROL VEHICLES, AND ONE (1) 2024 FORD F-150 POLICE
COMMAND RESPONDER VEHICLE.**

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

Section 1. That the bid received for Computer Equipment for Four (4) 2024 Ford Explorer Police Patrol Vehicles, and One (1) 2024 Ford F-150 Police Command Responder Vehicle. presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of CDS Office Technologies, in the amount of \$67,685.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and CDS Office Technologies, for their bid price of \$67,685.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 6th day of May 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



CDS Office Technologies
612 South Dirksen Parkway
Springfield, Illinois 62703
United States
(P) 217-553-0726

Quotation (Open)

Date

Feb 19, 2024 09:36 PM CST

Modified Date

Feb 19, 2024 10:00 PM CST

Quote #

502814 - rev 1 of 1

Description

(5) Toughbook 40 (i7, 4G, GPS) - (5) docks - (5) CG - (5) Multimax Antennas - (5) DPD VPU4000 SetUps

SalesRep

Clark, Ronald
(P) 217-553-0726

Customer Contact

Richards, Duane
(P) 217-424-2703
drichards@decaturil.gov

Customer

Decatur Police Department (27871)
Richards, Duane
707 W South Side Dr
Decatur, IL 62521
United States
(P) 217-424-2711

Bill To

Decatur Police Department
Payable, Accounts
#1 Gary K Anderson Plaza
Decatur, IL 62523
United States
(P) 217-450-2228
(F) 217-450-2284
accountspayable@decaturil.gov

Ship To

Decatur Police Department
Richards, Duane
707 W South Side Dr
Decatur, IL 62521
United States
(P) 217-424-2703
drichards@decaturil.gov

Customer PO:

Terms:

Undefined

Ship Via:

Best Way

Special Instructions:

DROP SHIP

Carrier Account #:

EXHIBIT A

#	Description	Part #	Qty	Unit Price	Total
Panasonic Toughbook 40 - Fully Rugged					
1	Panasonic Toughbook FZ-40 (i7, 4G, GPS) Win11 Pro, Intel Core i7-1185G7 (up to 4.8GHz), vPro, 14.0" FHD Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G EM7690, GPS, Quad Pass (BIOS Selectable), Mic and Infrared 5MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Note: Keyboard, Flat	FZ-40CCAAHAM	5	\$4,305.00	\$21,525.00
Havis Toughbook 40 Quad Pass-Thru Docking Station with Power Supply					
2	Havis - Docking Station For Panasonic Toughbook 40 with Standard Port Replication & Quad Pass-Thru Antenna Connections & Lind Power Supply	DS-PAN-1502-4	5	\$960.00	\$4,800.00
Antenna Plus / Airgain Multimax 5G EZ Connect Antenna					
3	Antenna Plus / Airgain -MF5G - C2G (MULTIMAX5G) 3:1 EZ Connect Antenna with NIMO LTE and GPS	AP-MF5G-C2G	5	\$124.00	\$620.00
4	Antenna Plus / Airgain EZ Connect Standard 14 FT Harness Cable, 2 Cellular and GPS	CH-C2G-1-1-14	5	\$81.00	\$405.00
i-PRO VPU4000					
5	Panasonic i-PRO VPU4000 Recording Unit Only Includes WLAN 1 & 2, BT, Common Trigger	WJ-VPU4000	5	\$3,400.00	\$17,000.00
6	i-PRO ICV Front Panoramic 4K Camera with G-Force Sensor for VPU4000 Ethernet cable is separate	WV-VCF41P	5	\$1,295.00	\$6,475.00
7	Panasonic i-PRO Extended Warranty (years 4-5) for VPU4000, Front Camera, Back Seat Camera Does not include accessories (eg Wireless mic, cables, antennas, distribution box, batteries)	IPS-ICV4-WTY-5Y	5	\$475.00	\$2,375.00
8	Panorama Shark Fin antenna for ICV4000 - Black - Threaded bolt mount 4 WLAN, 1 Bluetooth, 1 GPS, 6.77" x 2.4"	IPS-ICV4-ANT-BL	5	\$370.00	\$1,850.00
9	Panasonic i-PRO Accessory Kit for VPU4000 Includes 256GB SSD w/ AES Encryption, Power Distribution Box, Battery Backup, 3 x 25' Ethernet cables	IPS-ICV4-ACC	5	\$740.00	\$3,700.00
Accessories					
10	Panasonic i-PRO - Back Seat Camera for Arbitrator HD/VPU4000 720P Rear Seat IR Camera	WV-VC31	5	\$485.00	\$2,425.00
11	Panasonic - 900MHz Wireless Mic - Full Kit 900MHz wireless mic with vehicle receiver/station dock w/charger/case	ARB-M90	5	\$860.00	\$4,300.00
BWC4000 Vehicle Dock					
12	i-PRO BWC4000 Single Docking Charger Station	WV-	5	\$249.00	\$1,245.00

power adapter separately	BWC40D1A			
13 i-PRO BWC4000 12V Vehicle Harness for Camera Dock or Battery Charger	IPS-BWC4-12V-WIRE	5	\$40.00	\$200.00
14 i-PRO 25' Orange Network Cable for BWC Dock	IPS-ICV-ETHDOCK	5	\$28.00	\$140.00
ICV Licensing/Support - UDE Local (onsite) Storage				
15 i-PRO ICV UDE On-premise Device License For 1 Year	IPS-ICV-UDE-OP1	5	\$125.00	\$625.00
Incl. Device Management, Live Streaming, and Redaction. Service Entitlements: 24x7 Help Desk, Software Maintenance And Support				

Subtotal:	\$67,685.00
Tax (.0000%):	\$0.00
Shipping:	\$0.00
Total:	\$67,685.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

SUBJECT: Resolution Authorizing an Agreement to Transfer Property to The Staley Museum, an Illinois not-for-profit corporation

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution Authorizing an Agreement to Transfer Property to The Staley Museum, an Illinois not-for-profit corporation	Resolution Letter
Staley Replat of College Square	Backup Material

May 2, 2024

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Transfer of City-Owned Land to the Staley Museum

Last year the city designated the block around the Staley Museum (junction of West North and North College) as “Staley Square.” The city also officially designated Basin 3 as “Staley Basin,” and took other steps during and after the 2023 Lake Fest to highlight the historic contributions of A.E. Staley to the development and growth of Decatur. As a part of these deliberations, the city also agreed to transfer a parcel of land to the Staley Museum so they can develop it into a parking lot to better serve public access to, and public programs at, the Staley Museum.

Finalizing this transfer has taken more time because the parcel being given to the Staley Museum is part of a larger parcel the city acquired when an old nursing home on the site was demolished. The city first had to make arrangements for a re-plat and re-survey, and a portion of the parcel had to be rezoned. These steps have now been completed. Attached is a map of the re-plat which highlights the parcel to be transferred to the Staley Museum (Lot 2).

The proposed agreement authorizes the transfer of the parcel for no charge, and requires that the Staley Museum make arrangements to construct a new parking lot on it in accordance with city code requirements before the end of 2026. After this real estate transaction is completed, the city will only own Lot 1.

RESOLUTION NO. 2024_____

**RESOLUTION AUTHORIZING AN AGREEMENT
TO TRANSFER PROPERTY TO THE STALEY MUSEUM, AN ILLINOIS NOT-FOR-
PROFIT CORPORATION**

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

Section 1. That the City shall transfer the property known as Lot 2 of the Staley Replat of College Square per the Real Estate Purchase Agreement attached as Exhibit A.

Section 2. That the City Manager be, and he is hereby, authorized and directed to execute on behalf of the City, an agreement with The Staley Museum, an Illinois not-for-profit corporation to transfer property.

PRESENTED and ADOPTED this 6th day of May, 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Decatur, Illinois, an Illinois municipal corporation (“City”) and the The Staley Museum, an Illinois not-for-profit corporation (“Buyer”), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

RECITALS

- A. The City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.
- B. The City is a home rule unit under Article VII Section 6(a) of the Illinois Constitution [IL Const. 1970, Art. VII, Sec. 6(a)].
- C. The City owns real estate (“Property”) that is undeveloped and in close proximity to real estate owned by Buyer and commonly known as the Staley Museum.
- D. The City Code of the City of Decatur provides in Chapter 33 that the City may dispose of real estate property as the council authorizes or approves.
- E. The City desires to transfer to Buyer the Property set forth in this Agreement.
- F. The Buyer desires to purchase from the City the Property set forth in this Agreement for use as a parking lot for or other authorized and allowable use accessory to the use of the Staley Museum.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.
- 2. The City agrees to sell, and Buyer agrees to purchase at the price of Ten Dollars (\$10.00) the Property situated in Decatur, Macon County, Illinois and legally described as follows:

LOT 2 OF STALEY REPLAT OF COLLEGE SQUARE TO THE CITY OF DECATUR AS DOCUMENT NUMBER 2024R-001583 OF THE RECORDS IN THE RECORDER’S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY ILLINOIS.

3. If desired by Buyer, Buyer shall obtain a commitment for an owner's title insurance policy insuring against defects in the merchantability of title up to the value of the purchase price set forth above. Title may be subject to coal and mineral rights if now reserved or conveyed of record and to all easements and building and use restrictions now of record which do not restrict reasonable use. Buyer shall promptly advise City of any claimed defects in title evidence to permit resolution before Settlement. Buyer shall pay all the title fees. Buyer and City shall furnish immediately upon request all information legally required for financing or transfer of title.
4. Buyer shall pay City the purchase price at the time of closing. The closing fees for Settlement shall be paid by Buyer.
5. At Settlement, City shall deliver to Buyer a quitclaim deed to the Property being acquired with a deed restriction as set forth below in Section 11, and subject only to those matters to which the title may be subject as provided above and conveying the benefits of all easements of record prior to the execution of this Agreement, if any. Buyer agrees to pay for the transfer tax stamps, if any applicable, and real estate transfer declaration form and any environmental disclosure requirement documents. Buyer agrees to pay for the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership.
6. Buyer shall be responsible for all Real Estate Taxes accruing subsequent to Settlement date.
7. Buyer shall be entitled to possession of the Property immediately after Settlement.
8. City agrees to zone the Property to a classification that will allow Buyer's use of Property as a parking lot.
9. As an express condition of this Agreement, Buyer must construct a landscaped parking lot on Property no later than December 31, 2026, or such date as the Parties mutually agree to in writing. Such improvements shall be in accordance with all applicable federal, state, and city laws, ordinances, codes and regulations.
10. If Buyer fails to construct a landscaped parking lot on Property as agreed to and set forth in Section 9 above, Buyer shall return and transfer to the City the Property acquired under the terms of this Agreement within seven (7) days of demand by the City.
11. The Parties agrees that the Property shall be transferred with the following deed restriction which shall be recorded:

“Grantor conveys the Property to Grantee, for the uses and purposes herein, so long as the Property is used in the manner provided in the following
RESTRICTIONS:

1. Grantee, and its successors and assigns, (“Grantee”) understands, acknowledges, agrees, and accepts the Property **is subject to a deed restriction which requires that Grantee construct a landscaped parking lot on Property no later than December 31, 2026, or such date as the parties mutually agree to in writing. Such improvements shall be in accordance with all applicable federal, state, and city laws, ordinances, codes and regulations.** If Grantee fails to abide by the conditions and restrictions in this deed, Grantor retains a possibility of reverter.”
12. Notice given or required in this Agreement, or any addendum must be given in writing in one of the following forms:
 - i. Personally.
 - ii. By certified mail, return receipt requested, properly addressed and all charges prepaid; or,
 - iii. By express delivery with charges prepaid and addressed to the appropriate party at the address set forth below.

All notices shall be deemed to have been received on the date of personal service or on the 3rd day following date postmarked. Notice must be served upon or addressed to any one of the City’s or any one of the Buyers personally unless specified otherwise. Notice by any other means is not valid.

City:

City of Decatur
City Clerk
One Gary K. Anderson Plaza
Decatur, IL 62523

Buyer:

The Staley Museum, an Illinois not-for-profit corporation
Mark Staley

13. City and Buyer represent to each other that each has retained and relied or had the opportunity to retain and rely on its own legal counsel, accountants and other professional

advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. City and Buyer represent to each other that any such professional fees and expenses incurred, in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.

14. Where “now” or “this date” is used, the latest date of signing is intended. Time is of the essence in the performance of this agreement. All agreements and warranties of this agreement, unless fully performed, survive the execution and delivery of the deed. The date of this agreement is the latest date of signing.
15. The parties agree that any signed and electronically transmitted copy of this Agreement by the party shall be binding on the parties and enforceable as original, such as (email, pdf, facsimile, etc.).
16. Buyer is advised to review all easements, government regulations and restrictions before entering into this Agreement and to seek legal advice if assistance is required.
17. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter there being NO ORAL REPRESENTATIONS. Buyer represents that Buyer has been advised by City to consult an attorney prior to signing this Agreement and acknowledges that it has read and understands each and every part of this Agreement.
18. The warranties and agreements contained herein shall extend to and be obligated upon the heirs, executors, administrators, successors, and assigns of the parties hereto.
19. Buyer acknowledges Buyer has inspected the property and is acquainted with the Condition thereof. Buyer accepts the same in AS IS WHERE IS CONTITION, with NO REPRESENTATIONS OR WARRANTIES EITHER WRITTEN OR IMPLIED. BUYER WARRANTS THAT BUYER IS PURCHASING THE PROPERTY ON AN AS IS, WHERE IS BASIS AND ACKNOWLEDGES THAT NEITHER SELLER NOR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS MADE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN WHETHER OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OF IMPROVEMENTS, ENVIRONMENTAL CONDITION OR OTHERWISE, AND ANY SUCH WARRANTIES ARE HEREBY DISCLAIMED BY CITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER CITY, NOR ANY OF ITS AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS MAKES ANY REPRESENTATION OR WARRANTIES RELATING TO, OR ASSUMES ANY LIABILITY FOR INACCURACIES, ERRORS OR OMISSIONS CONTAINED IN ANY MATERIAL PROVIDED TO PURCHASER.

20. By executing this Agreement, Buyer expressly represents and agrees that Buyer is not relying upon any representation, warranty or statement by Seller, its employees, agents, officers, or directors which differs from the disclosures made in this Agreement. Buyer acknowledges that Buyer is not buying any interest in a business or operating entity of any kind by and through this Agreement. Buyer acknowledges that Buyer has not relied upon any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by City or others, including, but not limited to, any relating to the description of the physical condition of the Property, or the dimensions of the Property or any other physical element thereof, the estimated real estate taxes of the Property, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Buyer, or any other data, except as may be specifically represented herein. Buyer has relied on Buyer's own examination and investigation thereof. No person has been authorized to make any representation or warranty on behalf of City.

CITY:

CITY OF DECATUR, ILLINOIS

BY: _____

DATE: _____

PRINT NAME _____

TITLE: _____

BUYER:

THE STALEY MUSEUM, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

BY: _____

DATE: _____

PRINT NAME _____

TITLE: _____

(City of Decatur)
Project No. 0003-24
P.O.S. File No. 24

Survey Solutions, LLC
111 EAST ASHLAND AVENUE
MT. ZION, IL 62549 217.521.0612
• ALTA Surveys • Boundary Surveys
• Construction Staking • Subdivisions
State Professional Design Firm # 16000001

STALEY REPLAT OF COLLEGE SQUARE

(A REPLAT OF THE FOLLOWING)

Beginning at the Southwest corner of Lot 5 in Block 1 of the Western Addition to the City of Decatur, as per Plat recorded in Book "H", Page 103 of the Records in the Recorder's Office of Macon County, Illinois; thence East 140 feet; thence North 254.5 feet; thence West 140 feet; thence South 254.5 feet to the Place of Beginning. Also the East 12 feet of Lot 2 in Block 1 of the Western Addition lying South of the Westerly extension of the South line of Lot 5 of Browns Resurvey as per Plat recorded in Book 149, page 439 of the Records in the Recorder's Office of Macon County, Illinois; situated in the County of Macon and State of Illinois.

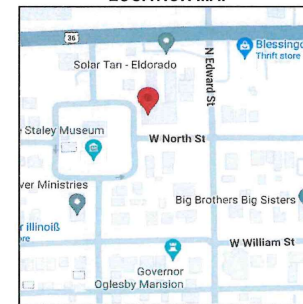
AND

The North 20 feet of Lot One (1) and all of Lot Two (2) of Armstrongs Addition to Decatur, Illinois, as per Plat recorded in Book 335, page 50 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

AND

Lot 3 of Armstrongs Addition to Decatur, Illinois, as per Plat recorded in Book 335, page 50 of the records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

LOCATION MAP



DRAINAGE CERTIFICATE

WE, THE UNDERSIGNED, RESPECTIVELY A REGISTERED PROFESSIONAL ENGINEER AND THE OWNER OR OWNERS OF THE LAND SUBDIVIDED, OR THE DULY AUTHORIZED ATTORNEY OF SUCH OWNER OR OWNERS, STATE THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE IS CHANGED, REASONABLE PROVISION HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER OR SUBDIVIDERS HAVE A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF CONSTRUCTION OF THE SUBDIVISION.

Steven M. Baumann
STEVEN M. BAUMANN
REG. PROF. ENGINEER NO. 062-053723

04/01/24
DATE

Sharon Burgess
OWNER: CITY OF DECATUR

4/4/2024
DATE

Andrew Miller
OWNER: SHARON BURGESS
OWNER: ANDREW MILLER

4/23/24
DATE
04/05/24
DATE

Surveyor's Certificate

I, Robert M. Cox, Illinois Professional Land Surveyor Number 3779, do hereby certify to the best of my knowledge and belief that this plat correctly represents the results of a survey performed by me in the months of Jan. / April 2024, in accordance with state statutes governing survey work in the State of Illinois.

April 1, 2024

Robert M. Cox
R. M. COX
IL Professional Land Surveyor No. 3779
(License Expires November 30, 2024)

GENERAL NOTES

1. ALL LOT CORNERS ARE MARKED WITH IRON PINS UNLESS OTHERWISE NOTED.
2. ALL EASEMENTS ARE FOR DRAINAGE AND PUBLIC UTILITIES UNLESS OTHERWISE DESIGNATED.
3. NO PART OF THE PROPERTY COVERED BY THIS PLAT OR SUBDIVISION IS SITUATED WITHIN 500 FEET OF A SURFACE DRAIN OR WATERCOURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.
4. ALL OF THIS SUBDIVISION IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF DECATUR, IL.
5. ALL DIMENSIONS ON CURVES ARE CHORD DIMENSIONS.
6. PROPERTY IS ZONED R-6-MULTIPLE DWELLING DISTRICT BUILDING SETBACKS ARE NOTED BELOW:
FRONT YARD - 25 FEET - MINIMUM LOT WIDTH - 80 FEET
MINIMUM LOT SIZE - 5,000 SQUARE FEET - SIDE YARD 12 FEET AGG.
7. THERE ARE NO PROPOSED DRAINAGE DRAINAGE STRUCTURES FOR THIS PROJECT. ALL EXISTING AND ANY FUTURE DRAINAGE RELATED STRUCTURES SHALL BE IN CONFORMANCE WITH THE CODE OF THE CITY OF DECATUR.
8. THERE ARE NO PROPOSED GRADING PLANS FOR THIS PROJECT.
9. THE SURVEYOR AND ENGINEER ASSUME NO LIABILITY FOR THE EXISTING CONDITIONS OF THE PROPERTY AND THE SUITABILITY FOR ITS USE.
10. LOTS 3 AND 4 HAVE NO STREET ACCESS AND ARE TO BE CONVEYED TO ADJOINING LAND OWNERS.

ADDRESS

(CURRENT)
436 WEST NORTH STREET
DECATUR, ILLINOIS 62522
425 NORTH EDWARD STREET
DECATUR, ILLINOIS 62522
443 NORTH EDWARD STREET
DECATUR, ILLINOIS 62522

Permanent Tax Identification Numbers
04-12-15-205-011
04-12-15-205-012
04-12-15-205-013

Survey Notes:
1.) The field and office procedures were performed by me, or under my direct supervision in the months of Jan. - April 2024.
2.) No investigation was made concerning environmental or subsurface conditions or the existence of underground utilities in the course of this survey.
3.) No investigation was made concerning the compliance or non-compliance with the local zoning ordinances in effect, if any, in the course of this survey.
4.) The boundary of this property was determined by the physical location of existing monumentation in Western Addition to the City of Decatur, Illinois.
5.) This professional service conforms with the current Illinois Minimum Standards of Practice applicable to boundary surveys.

Flood Hazard Statement
No portion of this property lies within a Special Flood Hazard Area. According to the FEMA Flood Insurance Rate Map Panel Number 17115C0305E with an effective date of June 7, 2017.

CITY OF DECATUR

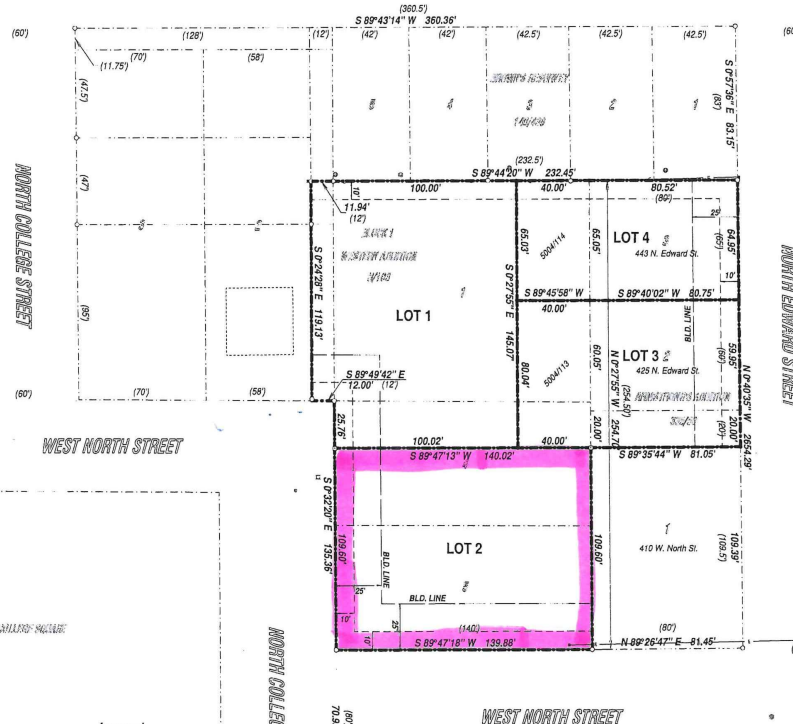
Colin M. M...
APPROVED BY:
DIRECTOR, PUBLIC WORKS DEPARTMENT

4/3/24
DATE

Colin M. M...
APPROVED BY:
DIRECTOR, ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

4/4/2024
DATE

WEST ELDORADO STREET (R.O.W. VARIES)



Legend

Scale: 1" = 40'
○ = Iron Pipe or Pin
From Prev. Surveys
● = 5/8" Iron Pin Set
This Survey
— = Conc. Mon. Set This Survey
(100.00) = Record Dimension
100.00 = Measured Dimension
--- = Easement Line
--- = Building Line



Bearings are based on the Illinois State Plane Coordinate System - (East Zone)

SUBJECT: Resolution Authorizing an Intergovernmental Agreement between The City of Decatur and Decatur Park District real estate transfer of portions of Garfield Park

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution Authorizing an Intergovernmental Agreement between the City of Decatur and Decatur Park District Real Estate Transfer of Portions of Garfield Park	Resolution Letter
Garfield Park Subdivision Plat	Backup Material

May 2, 2024

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Transfer of a Portion of Garfield Park

One way or the other, in the near future, the city of Decatur will own (for a finite period of time) the 9.5-acre parcel at the southeast corner of West Grand and North Oakland Streets, generally known as the Old Garfield School site. Either it will be transferred to the city by the school district and then sub-divided for a mixed use development including rehabilitation of the former school into affordable apartments for seniors (or some other use), OR it will be transferred to the city by the school district and the old school will be torn down, with the cost of demolition split equally between the city and the school district. In either case, the city will eventually transfer its land ownership to a developer or other user of the property. The city still hopes to make this site a catalyst project for the Neighborhood United area.

To augment this neighborhood improvement, the city has partnered with the Decatur Park District to enhance Garfield Park so that the combined catalyst project will positively impact land values in the neighborhood. The park district's plan for this 'park make-over' will create a modern "pocket park"(already approved by the council), and after it is complete, the park district will not require the entire 4.542 acres of what has historically been known as Garfield Park. They propose to transfer 1.914 acres of the park to the city. The city, in turn, will add this smaller parcel to the 9.5-acre parcel currently owned by the DPS-61. Bywater Development has tentatively amended their planning documents to include this additional acreage.

RESOLUTION NO. 2024_____

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DECATUR, ILLINOIS AND DECATUR PARK DISTRICT
REAL ESTATE TRANSFER FOR PORTIONS OF GARFIELD PARK**

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

Section 1. That the Intergovernmental Agreement presented herewith to the City Council between the City of Decatur, Illinois and Decatur Park District with the same or substantially same terms and the same is hereby, received, placed on file, approved and attached as Exhibit A.

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

PRESENTED AND ADOPTED this 6th day of May 2024.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DECATUR AND
DECATUR PARK DISTRICT REGARDING A TRANSFER OF REAL ESTATE
REAL ESTATE TRANSFER FOR PORTIONS OF GARFIELD PARK**

THIS AGREEMENT is made and entered into this 6th day of May, 2024 by and between City of Decatur, an Illinois municipal corporation (hereafter “City”), the Decatur Park District, an Illinois unit of local government (hereafter “DPD”),. The parties mutually desire to enter into this Agreement and further stipulate and agree as follows:

WHEREAS, the 1970 Illinois Constitution, Art. VII, Section 10 and 5 ILCS 220/3 provide authority for intergovernmental co-operation; and,

WHEREAS, City and DPD are both public agencies as defined under the Intergovernmental Cooperation Act (5 ILCS 220/1 *et. seq.*), and are therefore authorized and empowered to enter into intergovernmental agreements whereby they may exercise, combine, transfer and enjoy jointly any powers, privileges, functions, or authority; and

WHEREAS, City and DPD have both determined that it is in the public interest and general welfare of the citizens of City and DPD to cooperate by transferring certain parcels of real estate from DPD to City which will prove useful to each entity and will be for the public interest; and

WHEREAS, both the Illinois Municipal Code and Illinois Park District Code authorize the parties to perform their respective obligations under this Agreement;

WHEREAS, no ordinances or laws prohibit this Intergovernmental Agreement or the transaction provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Transfer of Real Estate by DPD. In consideration of the City agreeing to attempt to redevelop the real estate described in Ex. A, as soon as practical following the execution of this Agreement, DPD shall execute and deliver a Quitclaim Deed conveying the real estate described in Exhibit A attached hereto and described herein to City.
2. No Additional Consideration. The parties acknowledge and agree that the real estate transfer described herein shall be performed without additional monetary compensation paid to DPD.
3. As-Is Exchange. This Agreement is for the transfer of real estate in its “as-is” condition as of the date of execution of this Agreement. The parties acknowledge and agree that no representations, warranties or guarantees of any kind related to the real estate have been made by either party or their respective agents, officers, employees, or representatives.
4. Severability. If any provision or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the transfer of real estate from Decatur Park District to the City of Decatur. Any representations promises or statements not set forth in this Agreement are of no force and effect and have not been relied upon.
6. Amendment. This Agreement may only be amended by a written instrument signed by each party hereto.
7. Transferability. This Agreement shall extend to and be binding upon the parties hereto and their respective agents and representatives. The terms of this Agreement are non-transferrable without the prior written consent of the other party.
8. Successors. This Agreement shall extend to, inure to the benefit of, and be binding upon the parties hereto and their respective agents, representatives, predecessors, successors, and assigns.
9. Execution. This Agreement may be executed in any number of counterparts, and sent as “pdf” and by e-mail, each of which shall be deemed an original and which, taken together, shall constitute the full Agreement.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to or application of conflict of law, rules or principles. The parties agree that the proper venue for any claim or suit filed pursuant to this Agreement shall be the Sixth Judicial Circuit, Court of Macon County, Illinois.

11. Headings. The headings assigned to designate subparts of this Agreement are for organizational purposes only, do not constitute any binding legal effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF DECATUR

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

DECATUR PARK DISTRICT

Bob Brilley, II – Park Board President

ATTEST:

Clerk

EXHIBIT A

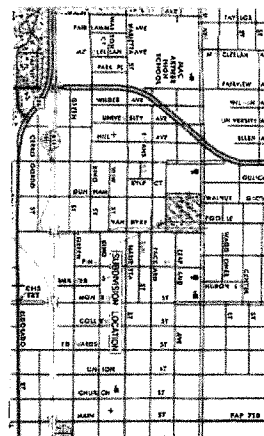
Legal Descriptions:

PROPOSED LOT 1:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF LOT 2 OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN BY PLAT RECORDED IN CIRCUIT COURT RECORD D, AT PAGE 242 OF THE RECORDS OF MACON COUNTY, ILLINOIS, ALSO KNOWN AS THE WESLEY CARR ESTATE, AND THE SOUTH RIGHT-OF-WAY LINE OF WEST GRAND AVENUE AS GRANTED TO THE CITY OF DECATUR BY WARRANTY DEED RECORDED AS DOCUMENT NO. 857493 IN BOOK 1630 ON PAGE 544 IN THE OFFICE OF THE MACON COUNTY RECORDER OF DEEDS, THENCE SOUTH 00° 01' 17" WEST ALONG SAID EAST LINE 349.94 FEET; THENCE SOUTH 89° 47' 03" WEST 320.28 FEET TO THE CENTERLINE OF DUNHAM STREET AS VACATED BY THE CITY OF DECATUR PER DOCUMENT NO. 1143529 IN BOOK 2104, PAGE 70; THENCE NORTH 00° 09' 54" EAST ALONG SAID CENTERLINE 359.82 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID WEST GRAND AVENUE; THENCE NORTH 89° 44' 22" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 193.10 FEET; THENCE SOUTH 85° 40' 21" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 126.64 FEET TO THE POINT OF BEGINNING, ENCOMPASSING 2.628 ACRES, MORE OR LESS, IN THE CITY OF DECATUR, MACON COUNTY, ILLINOIS.

PROPOSED LOT 2:

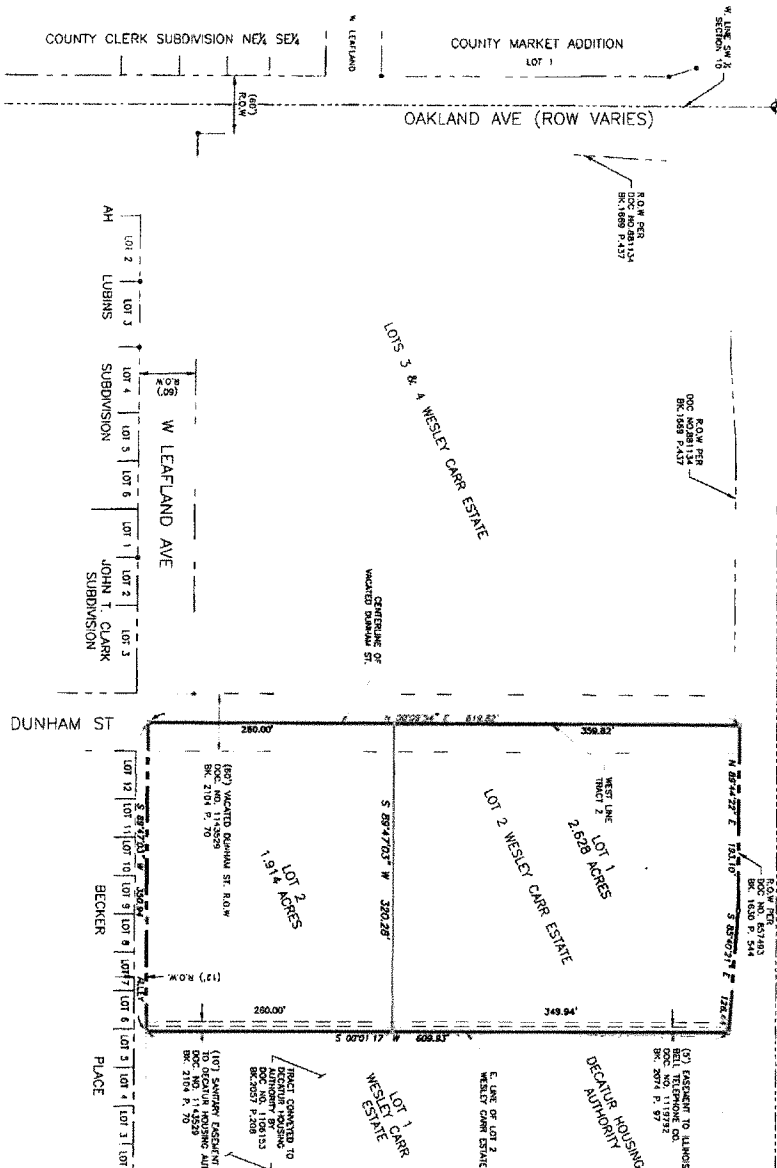
COMMENCING AT THE INTERSECTION OF THE EAST LINE OF LOT 2 OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN BY PLAT RECORDED IN CIRCUIT COURT RECORD D, AT PAGE 242 OF THE RECORDS OF MACON COUNTY, ILLINOIS, ALSO KNOWN AS THE WESLEY CARR ESTATE, AND THE SOUTH RIGHT-OF-WAY LINE OF WEST GRAND AVENUE AS GRANTED TO THE CITY OF DECATUR BY WARRANTY DEED RECORDED AS DOCUMENT NO. 857493 IN BOOK 1630 ON PAGE 544 IN THE OFFICE OF THE MACON COUNTY RECORDER OF DEEDS, THENCE SOUTH 00° 01' 17" WEST ALONG SAID EAST LINE 349.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00° 01' 17" WEST ALONG SAID EAST LINE 260.00 FEET TO THE NORTH RIGHT-OF-WAY OF THE ALLEY NORTH OF AND ADJACENT TO LOTS 5 THROUGH 12 OF BECKER PLACE AS RECORDED AS DOCUMENT NO. 15640 IN BOOK 149, PAGE 434 IN THE OFFICE OF THE MACON COUNTY RECORDER OF DEEDS; THENCE SOUTH 89° 47' 03" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 350.94 FEET TO THE CENTERLINE OF DUNHAM STREET AS VACATED BY THE CITY OF DECATUR PER DOCUMENT NO. 1143529 IN BOOK 2104, PAGE 70; THENCE NORTH 00° 09' 54" EAST ALONG SAID CENTERLINE 260.00 FEET; THENCE NORTH 89° 47' 03" EAST 320.28 FEET TO THE POINT OF BEGINNING, ENCOMPASSING 1.914 ACRES, MORE OR LESS, IN THE CITY OF DECATUR, MACON COUNTY, ILLINOIS.



MINOR PLAT
GARFIELD PARK SUBDIVISION
SW¼ SECTION 10 TOWNSHIP 16N RANGE 2E
CITY OF DECATUR
MACON COUNTY, ILLINOIS

LEGEND

- BOUNDARY OF TRACT SURVEYED
PROPOSED PARCEL LINE
EXISTING EASEMENT
EXISTING RIGHT-OF-WAY
EXISTING PARCEL LINE
WALLED RIGHT-OF-WAY
• SURVEY MONUMENT FOUND
• SURVEY MONUMENT SET



LEGAL DESCRIPTION

[illegible]

APPROVAL

STATE OF ILLINOIS)
COUNTY OF MADISON) S.S.

REPRESENTING THE CITY OF DECATUR, ILLINOIS,
DO HEREBY APPROVE THE FOREGOING PLAN OF
CARFELD PARK SUBDIVISION.

DATED THIS ____TH DAY OF _____, 2024

ENGINEER'S DRAINAGE CERTIFICATE

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS OF THIS PLAY WILL NOT BE CHANGED BY THE CONSTRUCTION OF THE IMPROVEMENTS OF THIS SUBDIVISION OR ANY PART THEREOF OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DRAINAGE OF SUCH SURFACE WATERS AND PUBLIC AREAS OR GRASS WHICH THE SUBDIVISION WILL AFFECT. THE DRAINAGE OF SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH THE CITY OF LOS ANGELES STANDARD PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

1. ALL INFORMATION TO BE SENT OUT AND SHOWN ON THE APPROVED PLAN.
2. DEMONSTRATION OF THE FINGER SURCHASE ON THE APPROVED PLAN TO BE MADE AT MOST OF THIS SURVEY AND HEREIN NOT INCORPORATED
3. INTERVIEW SPONSOR ARE IN FEEL AND OCCUPANT PARTS THEREOF
4. ALL BUREAU STAFFERS TO BE THE LUNDIS STATE PLAIN COOPERATIVE STRATEGY EAST ZONE
5. NO PLAN OF THE PROPERTY IS LOCATED IN THE SECOND FLOOR HAZARD AREA AS REPORTED BY THE LOCAL INSURANCE PLAN NUMBER 17115000101 DATED 06/27/2017.
6. THE PROPERTY SURVEILED IS LOCATED WHEN THE CORRESPONDING LAITS OF THE CITY OF OMAHA.
7. THE SUBDIVISION IS LOCATED WITHIN SEVENTH SCHOOL DISTRICT 61.

DIRECTOR OF PLANNING AND BUILDING SERVICES

DECATUR PARK DISTRICT
OWNER/SUBOWNER

ED
γ

I FURTHER CERTIFY THAT I HAVE FORGOTTEN OR SET THE SURVEY MONUMENTS SHOWN ON THIS PLAT AND THAT SURVEY MONUMENTS HAVE BEEN SET AS SHOWN FOR THE PURPOSE OF SUBDIVISION AND TRACT INTO LOTS, SAID SUBDIVISION SHALL BE KNOWN AS "CARLETON PARK SUBDIVISION".

I FURTHER CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS UNIFORM STANDARDS FOR A BOUNDARY SURVEY.

SIGNED AND SEALED THIS _____ DAY OF _____, 2024

CHAD M. OSTERBUR
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3815
CHAMPAIGN, ILLINOIS
LICENSE EXPIRES NOVEMBER 30, 2024

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
INC.

© 2024 FERR GRAHAM

ILLINOIS
IOWA
WISCONSIN

City Clerk

DATE: 5/6/2024

MEMO:

TO: Mayor Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing an Amendment to the Central Illinois Land Bank Authority Agreement

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
CILBA-City Amendment	Exhibit
CILBA-Original Agreement	Backup Material

MEMORANDUM 2024-10

DATE: May 6, 2024

TO: Honorable Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing an Amendment to the Central Illinois Land Bank Authority Agreement

SUMMARY RECOMMENDATION:

Staff recommends the City Council authorize the proposed funding with CILBA. The land bank wrote the grant application and is administering a \$337,000 Illinois Housing Development Authority's (IHDA) Strong Communities Round 2 grant. The IHDA grant will support four rehab projects up to \$75,000 rehab per home; however, the City's additional funding is necessary to fill budget gaps on these four rehabs projects in order to proceed with these rehab projects.

BACKGROUND:

CILBA has built a pipeline of its first ten homes for the "Abandonment to Rehab" project. The first completed rehab at 439 S Maffit was sold in March 2024. Five rehab projects are under contract and under construction. Another four projects will proceed with construction contracts if the City of Decatur provides additional funds to match the rehabs being done with the \$337,000 IHDA grant. The benefit of this program is not limited to the houses that are being rehabbed instead of being demolished. They are also raising the comparable sale prices for each of the neighborhoods that these houses are in. For example, 439 S. Maffit was acquired at fair market value of \$18K but sold for \$64,900, significantly improving home values in the Johns Hill neighborhood in a couple of years' time.

The city's ARPA Funds used for building rehab have significantly leveraged other grant funding. In the last year alone, CILBA has raised over \$1 Million in state grants for community revitalization work in Decatur and Macon County. The following grants were written by land bank staff and all grants being administered by CILBA:

- 1) Illinois Housing Development Authority's Strong Communities Round 2 grant - Decatur: \$337,000 to support whole house rehabs.
- 2) Illinois Housing Development Authority's Strong Communities Round 2 grant – Macon County: \$337,000 to support strategic demolitions and scale anti-blight work.
- 3) Illinois Housing Development Authority's Home Repair and Accessibility Program – Decatur: \$400,000 to support roof replacement on homeowner occupied properties.

The land bank has established a great track record leveraging the City's investment in its programs to bring in additional resources. Besides the \$1 Million plus in IHDA grants received over the past year, CILBA staff also wrote a \$10 Million application for a HUD PRO Housing grant in Fall 2023 – the City/CILBA and all other applicants are still awaiting a decision from HUD on grant awards with the minimum being \$2 Million. This is still-pending grant was also made possible by the city's dedication of ARPA funds for rehab.

CILBA created the "Abandonment to Rehab" program in response to Teska's Housing and RE Market Analysis that highlighted thousands of abandoned housing units in the city. While the City funds demolition work and homeowner occupied rehabs, there are no strategies that address rehabbing vacant homes at any scale. CILBA identified this as an opportunity to pilot new housing strategies with ARPA funding - then bring additional state/federal and private dollars to match the City's investment. Each of the ten homes will be brought up to code. Buyers are required to sign an affidavit to ensure the property will be homeowner occupied.

Besides home rehabs, CILBA is also playing a critical role in connecting with key community partners to build out a holistic strategy for community development work. For example, the city has partnered with Land of Lincoln Credit Union to provide low-interest loans for emerging contractors. Several contractors, including MWBE and Veteran owner businesses, working on both CILBA "Abandonment to Rehab" and roof replacement projects, have taken advantage of this resource. In order to scale rehab work in Decatur, a deeper contractor pool is necessary to complete more projects. Emerging contractors lacking deep pockets need assistance to build a track record and move on to conventional Lines of Credit. CILBA's goal is to help the City deepen its contractor pool so additional grant funds can be spent effectively/quickly.

CILBA recognizes that other partners such as the Community Investment Corporation of Decatur (CICD) also play a critical role – particularly in homeownership education. While CILBA can rehab homes, Housing Action Illinois has estimated that a pool of 8-10 eligible/qualified homebuyers is needed to sell a rehab home. The land bank fully understands that collaboration with other partners is extremely important to scale rehab work. CILBA is excited to partner with CICD and help it succeed with homeownership education efforts. Similarly, CICD's homeownership classes won't be as impactful unless there is a pipeline of affordable, code-compliant homes for people to purchase.

This additional \$250K for the abandonment program was anticipated and was included in the 2024 budget.

INPUT FROM OTHER SOURCES: City staff and CILBA Executive Director, Mike Davis.

STAFF REFERENCE: City Manager, Scot Wrighton or Deputy City Manager Jon Kindseth can address any questions related to this agreement.

RESOLUTION NO. R2024_____

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE CENTRAL
ILLINOIS LAND BANK AUTHORITY AGREEMENT**

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

Section 1. That the Amendment to the Central Illinois Land Bank Authority ARP Agreement between the City of Decatur and Central Illinois Land Bank Authority, presented to the City Council herewith, and attached and marked as Exhibit A, be hereby received and approved as presented.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of May, 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

AMENDMENT

THIS AMENDMENT (“Amendment”) is made and entered into as of the 6th day of May 2024, by and between the City of Decatur, Illinois, an Illinois municipal corporation (“City”) and the Central Illinois Land Bank Authority (“CILBA”).

WITNESSETH:

WHEREAS, City and CILBA entered into an Agreement for an Abandonment to Rehab program (“Agreement”) in 2022 relating to the payment of ARP funds to CILBA to administer a whole house rehab program of abandoned houses; and,

WHEREAS, the Agreement provided for \$500,000 of ARP funds to be used for this program; and,

WHEREAS, City and CILBA desire and agree to amend the Agreement to provide an additional \$250,000 in ARP funds for this program; and,

WHEREAS, City and CILBA desire and agree that all other terms set forth in the Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Section 1 is hereby amended to provide,

“The City agrees to provide to CILBA the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) from its portion of the ARP funds pursuant to and under the terms of this Agreement.”

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in their respective corporate names by their respective officers duly authorized having the day and year first above written.

(Signature page follows)

City of Decatur, Illinois

Central Illinois Land Bank Authority

By: _____

By: _____

Its: _____

Its: _____

**AGREEMENT BETWEEN THE CITY OF DECATUR
AND CENTRAL ILLINOIS LAND BANK AUTHORITY REGARDING
AMERICAN RESCUE PLAN FUNDS**

This Agreement (“Agreement”) is made and entered into between the City of Decatur, Illinois, an Illinois municipal corporation (“City”) and the Central Illinois Land Bank Authority (“CILBA”), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

WHEREAS, the City has received funds from the American Rescue Plan funds (“ARP”); and,

WHEREAS, the ARP funds received by the City may be used for specific eligible activities including increasing the supply of affordable and high-quality housing in our urban core; and,

WHEREAS, the City would benefit from the capacity CILBA can add to managing residential rehabs in Decatur.

NOW, THEREFORE, in consideration of the mutual promises and covenants, it is agreed between the parties hereto the following:

Section 1. The City agrees to provide to CILBA the sum of Five Hundred Thousand Dollars (\$500,000.00) from its portion of the ARP funds pursuant to and under the terms of this Agreement.

Section 2. The City and CILBA agree to cooperatively work on residential rehab of homes primarily through an Abandonment to Rehab pilot program under the framework as generally described in the attached request and as approved by the Executive Director of CILBA and the City of Decatur’s City Manager or his designee.

Section 3. CILBA will be responsible for reviewing and determining all applicable federal, state and local laws, statutes and other regulations relating to the use of ARP funds provided under this Agreement.

Section 4. The ARP funds provided by the City shall be used by CILBA on projects within the City of Decatur only, except that this limitation shall not apply to the administrative overhead paid to CILBA. Additionally these funds must be used in a manner consistent with and in compliance with the use of the ARP funds as set forth in all applicable federal, state and local laws, statutes, and other regulations.

Section 5. That should the funds be used for or in any manner contrary to those uses set forth in this Agreement, upon written demand by the City, the CILBA will repay to the City the funds used contrary to the terms set forth herein.

Section 6. Repayment of funds by the CILBA to the City shall be due and owing no later than thirty (30) days following demand of such repayment by the City.

Section 7. CILBA hereby acknowledges and agrees that if it fails to comply with any or all provisions of this Agreement, the City may, in its sole discretions, terminate this Agreement.

Section 8. Upon written request, CILBA agrees to provide to City or its duly authorized representatives, access to any books, documents, papers and records of CILBA which pertain to the ARP funds provided to CILBA for the purpose of monitoring, making audits, examinations, and photocopying.

Section 9. CILBA shall be required to maintain all required records for the period of time designated by the City as required by the terms of the ARP Act and any other laws, statutes and other related regulations including, but not limited to, financial records setting forth all disbursements and payroll records, equipment records setting forth the details of all purchases and other supply records.

Section 10. CILBA agrees to provide regular reports to the City setting forth the use and disbursement of the ARP funds provided pursuant to the terms of this Agreement.

Section 11. CILBA agrees to provide any and all reports which may be required by the City for compliance with the ARP statute and any other federal or state law, statute or other regulation.

Section 12. CILBA agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income, or physical or mental disabilities, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which CILBA receives and uses the ARP funds from or through the City.

Section 13. CILBA agrees to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; Section 104(b) and Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1990 as amended and the Age Discrimination Act of 1975 as amended.

Section 14. CILBA hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, action, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents and servants in any way relating to or arising out of any allegations, claims or charges regarding the use of the ARP funds, including but not limited to the violation by the CILBA of any of its covenants or agreements under this Agreement, any act or failure to act done in connection with the performance or operation of CILBA's use of ARP funds, and any

injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of CILBA programs or operations use of ARP funds.

Section 15. Under this agreement, CILBA shall act as an independent contractor of the City, and shall not bind nor attempt to bind the City to any contract or agreement.

Section 16. The City shall not be obligated to provide the funds to the CILBA until and unless CILBA satisfactorily performs all of its obligations under this Agreement and as the ARP funds would necessitate.

Section 17. All Notices shall be in writing and delivered in person, or by overnight delivery service with receipt, or deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the address set forth below, or at such other place as a party may designate by written notice to all parties. A Notice shall be deemed given: (i) if personally delivered, on the date delivered; (ii) if by overnight delivery service, on the date delivered to the addressee; and (iii) if by mail, three (3) days after mailing.

To City: City Manager
 City of Decatur
 #1 Gary K. Anderson Plaza
 Decatur, IL 62523

To CMI: Executive Director
 Central Illinois Land Bank Authority
 201 N. Vermilion St. 2nd Fl.
 Danville, IL 61832

Section 18. This Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and successors.

Section 19. Failure of either party to require strict compliance by the other party with any provision of this Agreement on one or more occasions will not constitute a waiver of the right to require strict compliance with the provision on any later occasion.

Section 20. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

Section 21. Any modification of this Agreement or additional obligations assumed by either party in connection this this Agreement will be binding only if evidenced in writing and signed by each party.

Section 22. Each provision of this Agreement is separable from the whole. If any portion of this Agreement is determined invalid, that invalidity will not impair the remaining provisions of this Agreement.

Section 23. Nothing herein will grant any right or interest hereunder to any person not specifically identified as a party hereto.

Section 24. Parties are barred from assigning or delegating the rights and/or duties set forth herein, and any attempted assignment or delegation will be null and void.

Section 25. This Agreement will constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the Effective date, will not be binding upon either party except to the extent incorporated herein.

This Agreement is made between the City and the CILBA and entered into on the last date written below. In witness, the parties have executed this Agreement.

DATED this _____ day of _____, 2022.

City of Decatur, Illinois

Central Illinois Land Bank Authority

By: _____

By: _____

Its: _____

Its: _____

City Clerk

DATE: 5/6/2024

MEMO:

TO: Mayor Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Ordinance Approving the 2024 Amendment to the City of Decatur Olde Towne TIF
Redevelopment Project Area

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance	Ordinance

DATE: May 6, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance approving an amendment of the Olde Town TIF district and 3 separate Ordinances designating, adopting, and approving the Central Tax Increment Financing Redevelopment Plan and Project Area. There are four separate Ordinances to effectuate the new Central TIF.

RECOMMENDATION: Staff recommends the City Council approve the Ordinances amending the Olde Town TIF Redevelopment Project Area and the designation, adoption and approval of the new Central Tax Increment Financing Redevelopment Plan and Project Area.

BACKGROUND: The City Council approved an inducement resolution last year to begin the redevelopment plan for the new Central Tax Increment Financing District (CTIF). The designation is located in the west-central area of the city and includes portions of the City’s Downtown and Eldorado Street commercial corridor, as well as a large residential area (primarily Neighborhood United) that needs infrastructure improvements, renovation, and redevelopment. The primary section of the proposed CTIF District is generally bounded by Fairview Avenue on the west, Waggoner Street on the north, the CN railroad tracks east, and Decatur Street on the south.

The proposed CTIF District covers approximately 750 acres of land, 2,211 parcels of real property, and 2,080 buildings, including primary and accessory structures. The Project Area has experienced many demolished and burned down buildings over the years. Also, it suffers from the presence of vacant homes and lots, as well as deteriorated and dilapidated buildings, a lack of, site improvements, and poor infrastructure. The City is considering the use of tax increment financing, as well as other economic development resources, to facilitate private investment within the CTIF District Project Area. The intent is to encourage significant private investment, which will serve to redevelop aging, deteriorated properties and infrastructure that will likely enhance the tax base of the urban core.

The general objectives of the CTIF District are outlined in the redevelopment plan, but it includes the alleviation of blight, infrastructure improvements, including sidewalks, utilities, and streets; the enhancement of the city’s and other taxing bodies, tax base; and encouraging and assisting private investment and redevelopment. More specifically, objectives, initiatives, and goals for the CTIF District include community revitalization, economic development, and transportation improvements. The estimated redevelopment cost over the life of the CTIF District is \$56,000,000. In this way, TIF will become another revenue source for neighborhood revitalization.

The Olde Town TIF will be expiring December 31, 2024, and it is recommended that some specific properties become part of the new CTIF District to continue redevelopment efforts in those specific properties or area. Portions of the Olde Town TIF district not included in the new Central TIF will either cease to be in any TIF district, or they will remain part of a smaller Olde Town TIF district until December 31, 2024.

POTENTIAL OBJECTIONS: Staff are not aware of objections.

INPUT FROM OTHER SOURCES: General public and other taxing bodies.

STAFF REFERENCE: City Manager, Scot Wrighton, Deputy City Manager, Jon Kindseth, or Director Cordaryl “Pat” Patrick can address any questions related to this proposed new TIF.

ORDINANCE NO. _____

**ORDINANCE APPROVING THE 2024 AMENDMENT TO THE
CITY OF DECATUR OLDE TOWNE TIF REDEVELOPMENT PROJECT AREA**

WHEREAS, on May 15, 2000 the City of Decatur, Macon County, Illinois, by Ordinances 2000-36, 2000-37, and 2000-38, adopted the Olde Towne Redevelopment Plan and Project, Tax Increment Financing (TIF), and the designation of the Redevelopment Project Area (commonly referred to as the “Olde Towne TIF”), pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended from time-to-time (65 ILCS 5/11-74.4-1 et. seq.); and

WHEREAS, pursuant to the Act, the City has amended the Plan from time-to-time, removing certain properties from the Olde Towne TIF and making other such changes as deemed necessary; and

WHEREAS, it is now desirable and for the best interest of the citizens of the City to amend the Olde Towne TIF boundary by removing property and street rights-of-way therefrom in order to establish a new TIF Redevelopment Project Area to be identified as the Central TIF Redevelopment Project Area; and

WHEREAS, subsection 11-74.4-5(c) of the Act provides that a redevelopment plan and redevelopment project area may be amended, provided that changes which do not:

- (1) add additional parcels of property to the proposed redevelopment project area;
- (2) substantially affect the general land uses proposed in the redevelopment plan;
- (3) substantially change the nature of the redevelopment project;
- (4) increase the total estimated redevelopment project costs set out in the re-development plan by more than 5% after adjustment for inflation from the date the plan was adopted;
- (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan; or,
- (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10,

may be made without further public hearing, and related notices and procedures including the convening of a joint review board as set forth in Section 11-74.4-6 of the Act, provided that the municipality shall give notice of any such changes by mail to each affected taxing district and registrant on the Interested Parties Registry, as per Section 11-74.4-4.2, and by publication in a

newspaper of general circulation within the affected taxing districts. Such notice by mail and by publication shall each occur not later than ten (10) days following the adoption by ordinance of such changes; and

WHEREAS, the change to the Olde Towne TIF boundary involves the removal of property and, therefore, may be made without further hearing and related notices and procedures:

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

1. The parcels shown in the attached Attachment A and listed in Attachment B is hereby removed from the Olde Towne TIF Project Area.
2. The new boundary of the Olde Towne TIF Project Area is described in Attachment C.
3. The City Clerk is hereby directed to notify the County Clerk of this 2024 Amendment.
4. The City Clerk, or designee, is hereby directed, within ten (10) days from the date of passage and approval, give notice of the passage of this Ordinance by mail to each affected taxing district and registrant on the Interested Parties Registry and publish said notice in the Herald & Review, a newspaper of general circulation within the affected taxing districts.
5. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.
6. This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

ATTEST:

APPROVED:

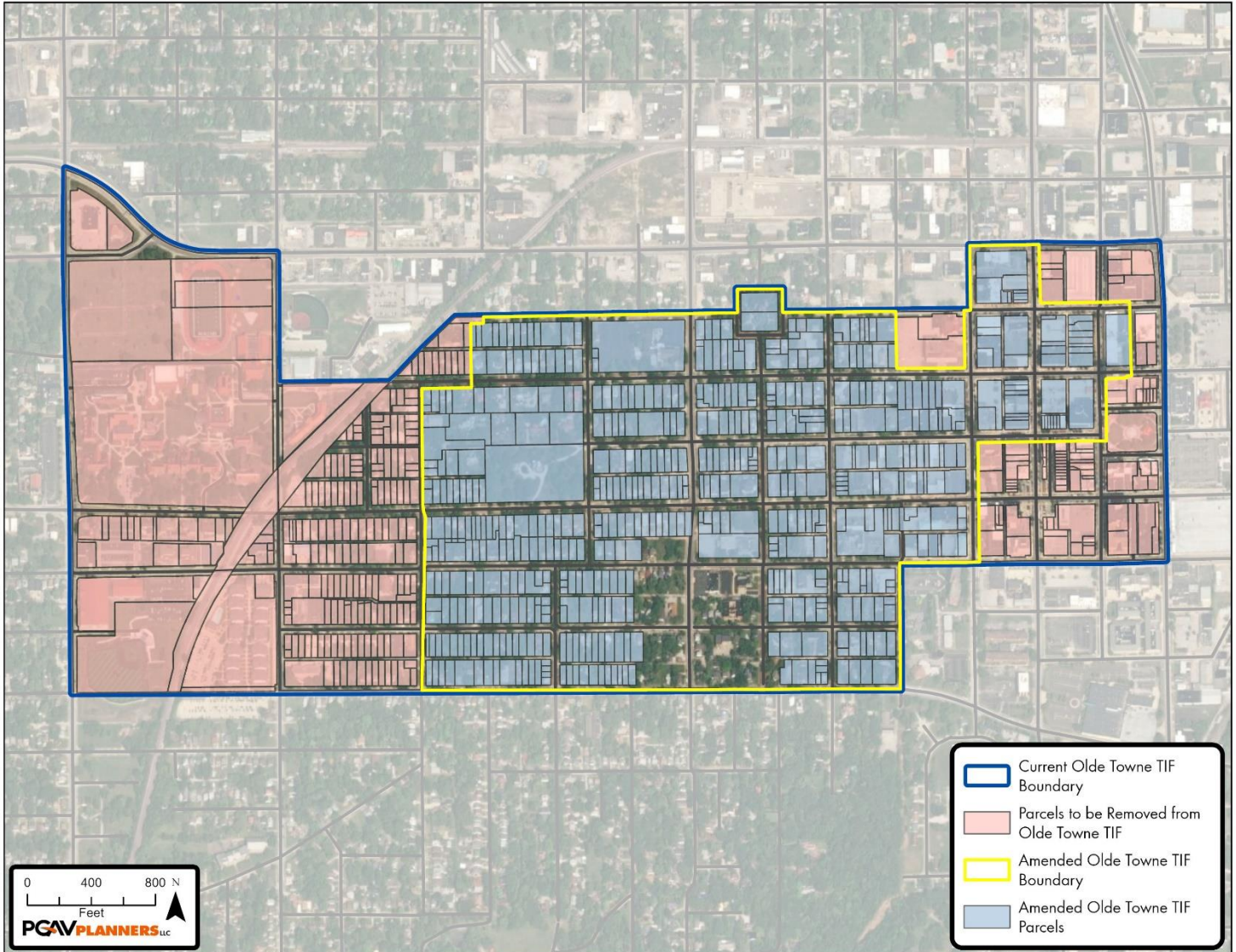
Kim Althoff, City Clerk

Julie Moore Wolfe, Mayor

PUBLISHED this _____ day of _____, 2024.

CITY CLERK, KIM ALTHOFF

Attachment A – Amended Boundary Map of Olde Towne TIF



Attachment B – Parcels to be Removed from Olde Towne TIF

1	04-12-15-503-001
2	04-12-16-503-002
3	04-12-14-106-001
4	04-12-14-106-002
5	04-12-14-106-003
6	04-12-14-106-006
7	04-12-14-106-010
8	04-12-14-110-001
9	04-12-14-110-002
10	04-12-14-110-003
11	04-12-14-151-001
12	04-12-14-151-002
13	04-12-14-151-003
14	04-12-14-151-005
15	04-12-14-151-010
16	04-12-14-151-013
17	04-12-14-151-014
18	04-12-14-151-015
19	04-12-14-151-016
20	04-12-14-151-021
21	04-12-14-155-001
22	04-12-14-156-001
23	04-12-14-156-004
24	04-12-14-156-005
25	04-12-14-156-008
26	04-12-14-156-009
27	04-12-14-158-001
28	04-12-14-158-002
29	04-12-14-158-003
30	04-12-14-159-001
31	04-12-14-159-003
32	04-12-15-105-004
33	04-12-15-106-026
34	04-12-15-107-002
35	04-12-15-107-006
36	04-12-15-107-007
37	04-12-15-107-008
38	04-12-15-107-009

39	04-12-15-107-010
40	04-12-15-107-011
41	04-12-15-107-012
42	04-12-15-107-013
43	04-12-15-107-014
44	04-12-15-107-015
45	04-12-15-107-017
46	04-12-15-107-018
47	04-12-15-151-001
48	04-12-15-152-001
49	04-12-15-152-002
50	04-12-15-152-003
51	04-12-15-152-004
52	04-12-15-152-005
53	04-12-15-153-001
54	04-12-15-153-002
55	04-12-15-153-004
56	04-12-15-153-005
57	04-12-15-153-006
58	04-12-15-153-007
59	04-12-15-153-008
60	04-12-15-153-009
61	04-12-15-153-010
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63	04-12-15-153-013
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65	04-12-15-153-015
66	04-12-15-153-016
67	04-12-15-153-017
68	04-12-15-153-018
69	04-12-15-153-019
70	04-12-15-155-001
71	04-12-15-155-002
72	04-12-15-155-003
73	04-12-15-155-004
74	04-12-15-155-005
75	04-12-15-155-006
76	04-12-15-155-007

77	04-12-15-155-008
78	04-12-15-155-009
79	04-12-15-155-010
80	04-12-15-155-011
81	04-12-15-155-012
82	04-12-15-155-013
83	04-12-15-155-014
84	04-12-15-155-015
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86	04-12-15-155-017
87	04-12-15-155-018
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110	04-12-15-158-004
111	04-12-15-158-005
112	04-12-15-158-006
113	04-12-15-158-007
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121	04-12-15-158-015
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129	04-12-15-158-029
130	04-12-15-158-030
131	04-12-15-158-031
132	04-12-15-158-033
133	04-12-15-158-035
134	04-12-15-158-036
135	04-12-15-158-042
136	04-12-15-158-043
137	04-12-15-234-001
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140	04-12-15-234-004
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143	04-12-15-235-008
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147	04-12-15-280-004
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292	04-12-16-277-047
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295	04-12-16-277-053
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298	04-12-16-278-002
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300	04-12-16-278-005
301	04-12-16-278-006
302	04-12-16-278-007
303	04-12-16-426-021
304	04-12-16-426-040
305	04-12-16-427-038
306	04-12-16-430-003
307	04-12-16-430-006
308	04-12-16-432-033
309	04-12-16-503-001

Attachment C

BOUNDARY LEGAL DESCRIPTION OF AMENDED OLDE TOWNE TIF REDEVELOPMENT PROJECT AREA

CITY OF DECATUR, ILLINOIS

Commencing at a point of beginning at the intersection of the South right-of-way line of East Wood Street and the West right-of-way line of South Church Street; thence North along the West right-of-way line of North Church Street to the North right-of-way line of East Prairie Avenue; thence along the North right-of-way line of East Prairie Avenue to the West right-of-way line of North Water Street; thence North along the West right-of-way line of North Water Street to the North right-of-way line of East William Street; thence East along the North right-of-way line of East William Street to the East property line of 350 North Water Street (PIN: 04-12-14-109-007); thence North along the East property line of said 350 North Water Street to the South right-of-way line of East North Street; thence along the South right-of-way line of East North Street to the West right-of-way line of North Main Street; thence North along the West right-of-way line of North Main Street to the South right-of-way line of West Eldorado Street; thence West along the South right-of-way line of West Eldorado Street to the East right-of-way line of North Church Street; thence South along the East right-of-way line of North Church Street to the South right-of-way line of East William Street; thence West along the South right-of-way line of East William Street to the extended West property line of the Masonic Temple property at 224 West William (PIN: 04-12-15-235-008); thence North along the West property line of said 224 West William to the South right-of-way line of West North Street; thence West along the South right-of-way line of West North Street to the East right-of-way line of North College Street (East side of College Square); thence along the East right-of-way line of said North College Street to the North right-of-way line of West North Street (North side of College Square); thence along the North right-of-way line of said West North Street to the West right-of-way line of North College Street (West side of College Square); thence South along the West right-of-way line of said North College Street to the South right-of-way line of West North Street; thence West along the South right-of-way line of West North Street extended to the East property line of 927 West North Street (PIN: 04-12-15-107-002); thence South along said property line of 927 West North Street and continuing South along the East property line of 920 West William Street (PIN: 04-12-15-107-015) extended to the South right-of-way line of West William Street; thence West along the South right-of-way line of West William Street to the East right-of-way line of North Haworth Avenue; thence South along the East right-of-way line of North Haworth Avenue to the South right-of-way line of West Decatur Street; thence East along the South right-of-way line of West Decatur Street to the East right-of-way line of South Union Street; thence North along the East right-of-way line of South Union Street to the South right-of-way line of West Wood Street; thence East along the South right-of-way line of West Wood Street to the point of beginning.

City Clerk

DATE: 5/6/2024

MEMO:

TO: Mayor Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUMMARY RECOMMENDATION: Ordinance Approving the Tax Increment Redevelopment Plan and Project for the Central TIF Redevelopment Project Area

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Redevelopment Plan	Exhibit

ORDINANCE NO. _____

**ORDINANCE APPROVING THE TAX INCREMENT REDEVELOPMENT PLAN AND
PROJECT FOR THE CENTRAL TIF REDEVELOPMENT PROJECT AREA**

WHEREAS, the City of Decatur, Illinois desires to implement Tax Increment Financing (TIF) pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended (hereinafter referred to as the "TIF Act") for the proposed Redevelopment Plan and Project (the "Plan") within the municipal boundaries of the City of Decatur and within the Central TIF Redevelopment Project Area (the "Project Area") as described in Exhibit A attached to this Ordinance, which constitutes in the aggregate more than 750 acres; and

WHEREAS, the Plan was made available for public inspection at the City Clerk's office on **1/19/2024**; and

WHEREAS, the City Council did on **2/20/2024** pass **Resolution R2024-43**, setting **4/16/2024** as the date for the public hearing on the Plan, with the time and place of such hearing identified in said Resolution; and

WHEREAS, due notice with respect to the availability of the Plan, which contains an eligibility report, was given by mail on **3/1/2024** pursuant to Section 11-74.4-5 of the TIF Act, said notice being given to all interested parties that have registered with the City concerning the Project Area; and

WHEREAS, due notice with respect to the availability of the Plan, which contains an eligibility report, was given by mail on **3/1/2024** pursuant to Section 11-74.4-5 of the TIF Act, said notice being given to all residential addresses that, after a good faith effort, the City determined are located within 750 feet of the boundaries of the Project Area; and

WHEREAS, pursuant to Section 11-74.4-5 of the TIF Act, the City Council caused a public hearing to be held relative to the Plan and the designation of the Project Area on **4/16/2024** at the City Council Chambers, Decatur Civic Center; and

WHEREAS, due notice with respect to such hearing was given pursuant to Section 11-74.4-5 and 6 of the TIF Act, said notice being given to taxing districts and to the State of Illinois by certified mail on **3/6/2024**; by publication on **3/19/2024** and **4/3/2024**; and by certified mail to property owners within the Project Area on **4/1/2024**; and

WHEREAS, Ordinance No. _____ was adopted approving the 2024 Amendment to the Olde Towne TIF Redevelopment Project Area, removing parcels and street rights-of-way therefrom in order to establish the new Central TIF Redevelopment Project Area.

WHEREAS, the Plan sets forth the factors constituting the need for abatement of conditions within the Project Area that have led to blight or may lead to blight, and the City Council has reviewed testimony concerning such need presented at the public hearing and has reviewed the eligibility report

and is generally informed of the conditions in the Project Area as the terms “blighted area” and “conservation area” are defined in the TIF Act; and

WHEREAS, the City Council has reviewed the conditions pertaining to lack of private investment in the Project Area to determine whether private development would take place in the Project Area, as a whole, without the adoption of the Plan for the Project Area; and

WHEREAS, the City Council has reviewed the conditions pertaining to real property in the Project Area to determine whether contiguous parcels of real property in the Project Area would be substantially benefited by the proposed redevelopment project improvements; and

WHEREAS, the City Council has reviewed the proposed Central TIF Redevelopment Plan and Project and the Comprehensive Plan for the development of the municipality, as a whole, to determine whether the Plan conforms to the Comprehensive Plan of the City.

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

1. The City Council of the City of Decatur makes the following findings:
 - a. The area constituting the Central TIF Redevelopment Project Area in the City of Decatur, Illinois is described in Exhibit A, attached hereto and made part of this Ordinance.
 - b. There exist conditions that enable the Project Area to be designated as a “redevelopment project area” and be classified as a combination “blighted area” and “conservation area” as defined in Section 11-74.4-3 of the TIF Act.
 - c. The Central TIF Redevelopment Project Area, on the whole, has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Redevelopment Plan.
 - d. The Redevelopment Plan and Project for the Central TIF Redevelopment Project Area conforms to the Comprehensive Plan for the development of the city as a whole.
 - e. The parcels of real property in the proposed Redevelopment Project Area are contiguous and only those contiguous parcels of real property, which will be substantially benefited by the proposed redevelopment project, are included in the Central TIF Redevelopment Project Area.
 - f. The estimated date for the completion of the Redevelopment Project or retirement of obligations issued shall not be later than December 31 of the year in which the payment to the City Treasurer as provided in subsection (b) of Section 11-74.4-8 of the TIF Act is to be made with respect to ad

valorem taxes levied in the twenty-third calendar year after the year in which the Ordinance approving the Central TIF Redevelopment Project Area is adopted (12/31/2048).

2. The Tax Increment Redevelopment Plan and Project for the Central TIF Redevelopment Project Area, which was the subject matter of the hearing held on **4/16/2024**, is hereby adopted and approved. A copy of the aforementioned Redevelopment Plan and Project, marked as Exhibit B, is attached to and made a part of this Ordinance.
3. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.
4. This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

APPROVED:

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

PUBLISHED this _____ day of _____, 2024.

Kim Althoff, City Clerk

Exhibit A

BOUNDARY LEGAL DESCRIPTION CENTRAL TIF REDEVELOPMENT PROJECT AREA

Commencing at a point of beginning at the intersection of the North right-of-way line of East Marietta Street and the West right-of-way line of the Illinois Central Railroad; thence South then Southwest along the West right-of-way line of the Illinois Central Railroad to the South right-of-way line of East Prairie Avenue; thence West along the South right-of-way line of East Prairie Avenue to the East right-of-way line of North Martin Luther King Jr. Drive; thence South along the East right-of-way of South Martin Luther King Jr. Drive to the extension of the North property line of 480 East Main Street (PIN: 04-12-14-157-005); thence along the North property line of 480 East Main Street and along the North property line of the lot immediately West of 480 East Main Street (PIN: 04-12-14-157-006) to the West property line of said lot immediately West of 480 East Main Street; thence along the West property line of the lot immediately West of 480 East Main Street extended to the South right-of-way line of East Main Street; thence along the South right-of-way line of East Main Street to the East property line of City of Decatur Parking Garage C, 136 South Franklin Street (PIN: 04-12-14-160-001); thence South along the East property line of said City Parking Garage C to the North right-of-way line of East Wood Street; thence along the North right-of-way line of East Wood Street to the West right-of-way line of the Illinois Central Railroad; thence southwest along the West right-of-way line of the Illinois Central Railroad to the South right-of-way line of East Decatur Street; thence West along the South right-of-way line of East Decatur Street to the West right-of-way line of South Franklin Street; thence North along the West right-of-way line of South Franklin Street to the South right-of-way line of South Park Street; thence West along the South right-of-way line of South Park Street to the East right-of-way line of North Water Street; thence South along the right-of-way line of North Water Street and South Water Street to the South right-of-way line of East Wood Street; thence West along the South right-of-way line of East Wood Street to the West right-of-way line of South Church Street; thence North along the West right-of-way line of South Church Street to the North right-of-way line of East Prairie Avenue; thence along the North right-of-way line of East Prairie Avenue to the West right-of-way line of North Water Street; thence North along the West right-of-way line of North Water Street to the North right-of-way line of East William Street; thence East along the North right-of-way line of East William Street to the East property line of 350 North Water Street (PIN: 04-12-14-109-007); thence North along the East property line of said 350 North Water Street to the South right-of-way line of East North Street; thence along the South right-of-way line of East North Street to the West right-of-way line of North Main Street; thence North along the West right-of-way line of North Main Street to the South right-of-way line of West Eldorado Street; thence West along the South right-of-way line of West Eldorado Street to the East right-of-way line of North Church Street; thence South along the East right-of-way line of North Church Street to the South right-of-way line of East William Street; thence West along the South right-of-way line of East William Street to the extended West property line of the Masonic Temple property at 224 West William (PIN: 04-12-15-235-008); thence North along the West property line of said 224 West William to the South right-of-way line of West North Street; thence West along the South right-of-way line of West North Street to the East right-of-way line of North College Street (East side of College Square); thence along the East right-of-way line of said North College Street to the North right-of-way line of West North Street (North side of College Square); thence along the North right-of-way line of said West North Street to the West right-of-way line of North College Street (West side of College Square); thence South along the West right-of-way line of said North College Street to the South right-of-way line of West North Street; thence West along the South right-of-way line of West North Street extended to the East property line of 927 West North Street (PIN: 04-12-15-107-002); thence South along said property line of 927 West North Street and continuing South along the East property line of 920 West William Street (PIN: 04-12-15-107-015) extended to the South right-of-way line of West William Street; thence West along the South right-of-way line of West William Street to the East right-of-way line of North Haworth Avenue; thence

South along the East right-of-way line of North Haworth Avenue to the South right-of-way line of West Decatur Street; thence West along the South right-of-way line of West Decatur Street to the East right-of-way line of South Oakland Avenue; thence South along the East right-of-way line of South Oakland Avenue to the South right-of-way line of West Sunset Avenue; thence Southwest and then West along the South right-of-way line of West Sunset Avenue to the East right-of-way line of the Norfolk Southern Railway; thence Northeast along the East right-of-way line of the Norfolk Southern Railway to the South property line of 901 West Eldorado Street (PIN: 04-12-15-104-043); thence West and North along the South and West property lines of said 901 West Eldorado Street to its intersection with the South right-of-way line of West Eldorado Street; thence East along the South right-of-way line of West Eldorado Street to the extension of the West right-of-way line of University Avenue; thence North along the West right-of-way line of University Avenue extended to the North right-of-way line of the Norfolk Southern Railway; thence West along the North right-of-way line of the Norfolk Southern Railway to the West property line of the Fairview Plaza Shopping Center (1401 West King Street, PIN: 04-12-09-456-022), said property line being the West line of the Southeast $\frac{1}{4}$ of Section 9, Township 16 North, Range 2 East; thence North along the said West property line of the Fairview Plaza Shopping Center extended to the North right-of-way line of West King Street; thence East along the North right-of-way line of West King Street to the West right-of-way line of North Fairview Avenue; thence North along the West right-of-way line of North Fairview Avenue to the extension of the North property line of the Akorn Subdivision (1222 West Grand Avenue, PIN: 04-12-09-284-015); thence East along the North property line of said Akorn Subdivision extended to the West right-of-way line of North University Avenue; thence North along the West right-of-way line of North University Avenue to the extension of the North property line of the Colonial Place Addition, Lot 1 (1355 North Route 48, PIN:04-12-09-284-013); thence along said North property line of said Colonial Place Addition, Lot1, to the East right-of-way line of IL Route 48; thence Southeast along the East right-of-way line of IL Route 48 to the North right-of-way line of West Leafland Avenue; thence East along the North right-of-way line of West Leafland Avenue to the West right-of-way line of North Oakland Avenue; thence North along the West right-of-way line of North Oakland Avenue to the North right-of-way line of West Grand Avenue; thence East along the North right-of-way line of Grand Avenue to the West right-of-way line of the first alley East of Oakland Avenue; thence North along the West right-of-way line of the first alley East of Oakland Avenue to the North property line of 1343 North Gulick Avenue (PIN: 04-12-10-156-021); thence East along the North property line of 1343 North Gulick Avenue and the North property line of 1350 North Gulick Avenue (PIN: 04-12-10-157-007) and the North property line of 1353 North Walnut Grove Avenue (PIN: 04-12-10-157-023) to the East right-of-way line of North Walnut Grove Avenue; thence North along the East right-of-way line of North Walnut Grove Avenue to the North right-of-way line of West Waggoner Street; thence along the North right-of-way line of West Waggoner Street to the West right-of-way line of North Huron Street; thence North along the West right-of-way line of North Huron Street to the extension of the North property line of 1380 North Huron Street (PIN: 04-12-10-184-010); thence East along the North property line of said 1380 North Huron Street and the North property line of 1367 North Monroe Street (PIN: 04-12-10-184-043) to the West right-of-way line of North Monroe Street; thence North along the West right-of-way line of North Monroe Street to the North right-of-way line of West Waggoner Street; thence East along the North right-of-way line of West Waggoner Street to the East right-of-way line of North Union Street; thence South along the East right-of-way line of North Union Street to the North property line of 1374 North Union Street (PIN: 04-12-10-279-007); thence East along said North property line of 1374 North Union Street and continuing East along the North property line of 1375 North Church Street (PIN: 04-12-10-279-023) and continuing East along the South property line of 1412 North Church Street (PIN: 04-12-10-280-006) and continuing East along the North property line of 1377 North Main Street (PIN: 04-12-10-280-032) to the East right-of-way line of North Main Street; thence South along the East right-of-way line of North Main Street to the South right-of-way line of West Marietta Street extended; thence West along the South right-of-way line of West Marietta Street to the West right-of-way line of the first alley West of North Main Street; thence north along the West right-of-way line of the first alley West of North Main Street to the South right-of-way line of East Grand Avenue; thence West along the South right-of-way line of West Grand Avenue to the East right-of-way line of North Edward

Street; thence South along the East right-of-way line of North Edward Street to the North right-of-way line of the Norfolk Southern Railway; thence East along the North right-of-way line of the Norfolk Southern Railway to the West right-of-way line of North Church Street; thence north along the West right-of-way line of North Church Street to the North right-of-way line of West Green Street; thence East along the North right-of-way line of West Green Street to the West right-of-way line of the first alley West of North Main Street; thence North along the West right-of-way of the first alley West of North Main Street to the North right-of-way line of West King Street; thence East along the North right-of-way line of West King Street to the East right-of-way line of North Main Street; thence South along the East right-of-way line of North Main Street to the North right-of-way line of the Norfolk Southern Railway; thence East along the North right-of-way line of the Norfolk Southern Railway to the West right-of-way line of North Martin Luther King Jr. Drive; thence North along the West right-of-way of North Martin Luther King Jr. Drive to the North right-of-way line of East Marietta Street; thence East long the North right-of-way line of East Marietta Street to the point of beginning.

Except the following:

Beginning at the intersection of the South right-of-way line of West Grand Avenue and the West right-of-way line of North Monroe Street; thence South along the West right-of-way line of North Monroe Street to the North right-of-way line of West Lealand Avenue; thence West to the East right-of-way line of North Pine Street; thence North along the East right-of-way line of North Pine Street to the South right-of-way line of West Grand Avenue; thence East along the South right-of-way line of West Grand Avenue to the point of beginning.

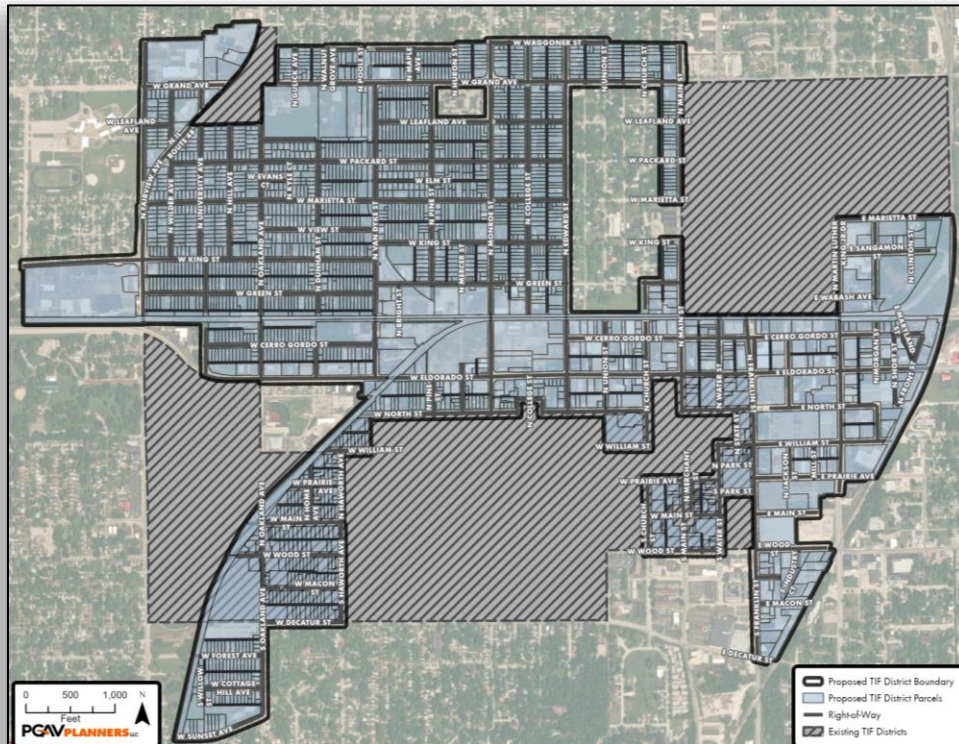
Exhibit B

**TAX INCREMENT FINANCING
REDEVELOPMENT PLAN & PROJECT
CENTRAL TIF REDEVELOPMENT PROJECT AREA**

**[FILED WITH THE CITY CLERK ON JANUARY 19, 2024,
AND ATTACHED HERE]**

Tax Increment Financing (TIF) Redevelopment Plan & Project

Central TIF Redevelopment Project Area



Prepared for the
City of Decatur, Illinois

Prepared by
PCAV PLANNERS

January 19, 2024

ACKNOWLEDGEMENTS

MAYOR

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CITY CLERK

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CITY MANAGER

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DEPUTY CITY MANAGER

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TABLE OF CONTENTS

SECTION I – INTRODUCTION	1
<i>Exhibit A: Redevelopment Project Area Boundary</i>	<i>2</i>
SECTION II - BASIS FOR ELIGIBILITY OF THE AREA	4
Definition of a Blighted Area	4
Definition of a Conservation Area	8
Findings.....	10
<i>Exhibit B: Current Land Uses</i>	<i>12</i>
<i>Exhibit C: Existing Conditions (Downtown District)</i>	<i>13</i>
<i>Exhibit D: Existing Conditions (Residential Core)</i>	<i>13</i>
<i>Exhibit E: Existing Conditions (Millikin University Area)</i>	<i>14</i>
<i>Exhibit F: Existing Conditions (Eastern Area).....</i>	<i>14</i>
<i>Table A: Summary of Blighting and Conservation Area Factors</i>	<i>15</i>
Eligibility of Improved Parcels	15
Eligibility of Vacant Parcels	17
<i>Table B: Comparison of EAV Growth Rates (2017-2022)</i>	<i>17</i>
<i>Exhibit G: Parcel Group EAV Growth Rate Compared to that of the City (2017-2022)</i>	<i>18</i>
SECTION III - REDEVELOPMENT PLAN AND PROJECT	19
General Land Uses to Apply	19
Objectives.....	19
Program to be Undertaken to Accomplish Objectives.....	20
Conformance with the Comprehensive Plan and Zoning Ordinance	20
<i>Exhibit H: General Land Use Plan</i>	<i>21</i>
Redevelopment Project	22
Description of Redevelopment Project Costs	23
<i>Table C: Estimated Redevelopment Project Costs</i>	<i>27</i>
SECTION IV - OTHER FINDINGS AND REQUIREMENTS	28
Area, on the Whole, not Subject to Growth and Development	28
<i>Table D: EAV Trends (2017-2022)</i>	<i>28</i>
Would Not be Developed “but for” TIF.....	28
Assessment of Financial Impact	28
Estimated Date for Completion of the Redevelopment Project.....	29
Sources of Funds	29
Nature and Term of Obligations.....	29
Most Recent EAV of Properties in the Project Area	30
Estimate of Valuation After Redevelopment.....	30
Fair Employment Practices and Affirmative Action.....	30
Reviewing and Amending the TIF Plan	30
APPENDIX	31

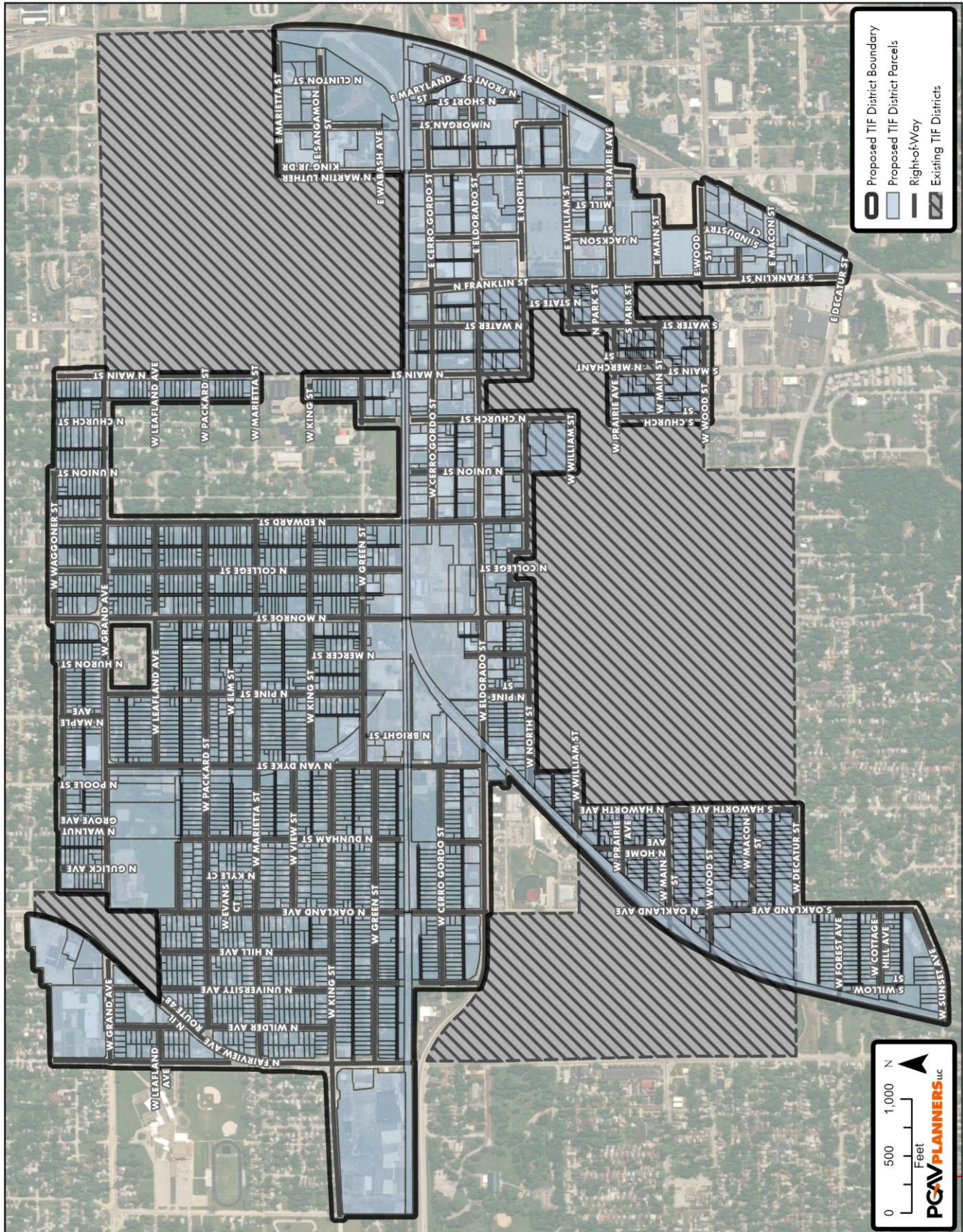
SECTION I – INTRODUCTION

The area being considered for designation as a Tax Increment Financing District (“TIF District”) is located in the west-central area of the City of Decatur, Illinois, and includes the City’s Downtown and Eldorado Street commercial corridor, as well as a large residential area in growing need of renovation and redevelopment. The main section of the proposed District is generally bounded by Fairview Avenue to the east, Waggoner Street to the north, the railroad tracks on the edge of Downtown to the east, and Decatur Street to the south. Fairview Plaza and the Colonial Mall (with the adjacent industrial facility and residential area) are also included in the proposed TIF District, as well as a section of the City near Millikin University. Excluded from the area are several blocks south of Grand Avenue between N Edward and N Main Streets, and the majority of the area between Church and Haworth Streets on the south side of North Street is located within the existing Olde Towne TIF.

The proposed TIF District covers approximately 750 acres of land, including street rights-of-way, and contains 2,211 parcels of real property. A total of 2,080 buildings, including primary and accessory structures, are located within the Project Area. The Area is mostly built-out but has seen many buildings demolished or burned down over the years. The proposed District suffers from the presence of vacant homes and lots, as well as deteriorated and dilapidated buildings, site improvements, and infrastructure.

The area as a whole is hereby referred to as the Central TIF Redevelopment Project Area, or the “Area,” and the following plan is referred to as the Central TIF Plan, or the “Plan.” The boundaries of the Area are as shown in **Exhibit A: Redevelopment Project Area Boundary** on the following page and can also be found in the **Legal Description** contained in the **Appendix**.

Exhibit A: Redevelopment Project Area Boundary



The City may consider the use of tax increment financing, as well as other economic development resources as available, to facilitate private investment within the Area. It is the intent of the City to induce the investment of significant private capital in the Area, which will serve to redevelop aging, deteriorated properties and infrastructure that will likely enhance the tax base of the community. Furthermore, in accordance with Section 11-74.4-3(n)(5) of the Tax Increment Allocation Redevelopment Act (generally referred to as the “TIF Act”), a housing impact study need not be performed since the redevelopment plan will not result in the displacement of more than nine (9) inhabited residential units. If, at some time in the future, a redevelopment project is proposed that will result in the displacement of more than nine (9) inhabited residential units, the City will prepare, or cause to be prepared, the requisite housing impact study pursuant to the Act.

The TIF Act sets forth the requirements and procedures for establishing a Redevelopment Project Area and a Redevelopment Plan. The following sections of this report present the findings of eligibility and the Redevelopment Plan and Project for the Area, as well as other findings, evidence, and documentation required by the Act.

SECTION II - BASIS FOR ELIGIBILITY OF THE AREA

A Redevelopment Project Area, according to the Act, is that area designated by a municipality in which the finding is made that there exist conditions that cause the area to be classified as a blighted area, a conservation area, a combination of blighted and conservation areas, or an industrial park conservation area. The criteria and the individual factors defining each of these categories of eligibility are defined in the Act. This section documents the relevant statutory requirements and how the Area meets the eligibility criteria as a combination of blighted and conservation areas.

Definition of a Blighted Area

The TIF Act states that a “**blighted area**” means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where:”

1. **If improved**, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of five (5) or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area:
 - A. Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings, or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.
 - B. Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.
 - C. Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.
 - D. Presence of structures below minimum code standards. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.

- E. Illegal use of individual structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.
- F. Excessive vacancies. The presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.
- G. Lack of ventilation, light, or sanitary facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.
- H. Inadequate utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.
- I. Excessive land coverage and overcrowding of structures and community facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.
- J. Deleterious land use or layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.
- K. Environmental clean-up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental

remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

- L. Lack of community planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.
 - M. The total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the redevelopment project area is designated.
1. **If vacant**, the sound growth of the Redevelopment Project Area is impaired by a combination of two (2) or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent, so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:
- A. Obsolete platting of vacant land that results in parcels of limited or narrow size, or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys, or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.
 - B. Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.
 - C. Tax and special assessment delinquencies exist, or the property has been the subject of tax sales under the Property Tax Code within the last five (5) years.
 - D. Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.

- E. The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.
 - F. The total equalized assessed value of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.
2. **If vacant**, the sound growth of the redevelopment project area is impaired by one of the following factors that: (i) is present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act; and, (ii) is reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:
- A. The area consists of one or more unused quarries, mines, or strip mine ponds.
 - B. The area consists of unused rail yards, rail tracks, or railroad rights-of-way.
 - C. The area, prior to its designation, is subject to
 - a. chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency; or
 - b. surface water that discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding.
 - D. The area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites.
 - E. Prior to November 1, 1999, the area is not less than 50 nor more than 100 acres and 75% of which is vacant (notwithstanding that the area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area), and the area meets at least one of the factors itemized in paragraph (1) of this subsection, the area has been designated

as a town or City center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

- F. The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.

Definition of a Conservation Area

1. **“Conservation area”** means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area, but because of a combination of three or more of the following factors, the area is detrimental to the public safety, health, morals or welfare, and such an area may become a blighted area:
 - A. Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings, or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.
 - B. Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.
 - C. Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.
 - D. Presence of structures below minimum code standards. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.
 - E. Illegal use of individual structures. The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.
 - F. Excessive vacancies. The presence of buildings that are unoccupied or underutilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

- G. Lack of ventilation, light, or sanitary facilities. The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.
- H. Inadequate utilities. Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.
- I. Excessive land coverage and overcrowding of structures and community facilities. The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.
- J. Deleterious land use or layout. The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.
- K. Environmental clean-up. The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.
- L. Lack of community planning. The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan.

This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan, or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

- M. The total equalized assessed value of the proposed redevelopment project area has declined for three of the last five calendar years prior to the year in which the redevelopment project area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three of the last five calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three of the last five calendar years prior to the year in which the redevelopment project area is designated.

Findings

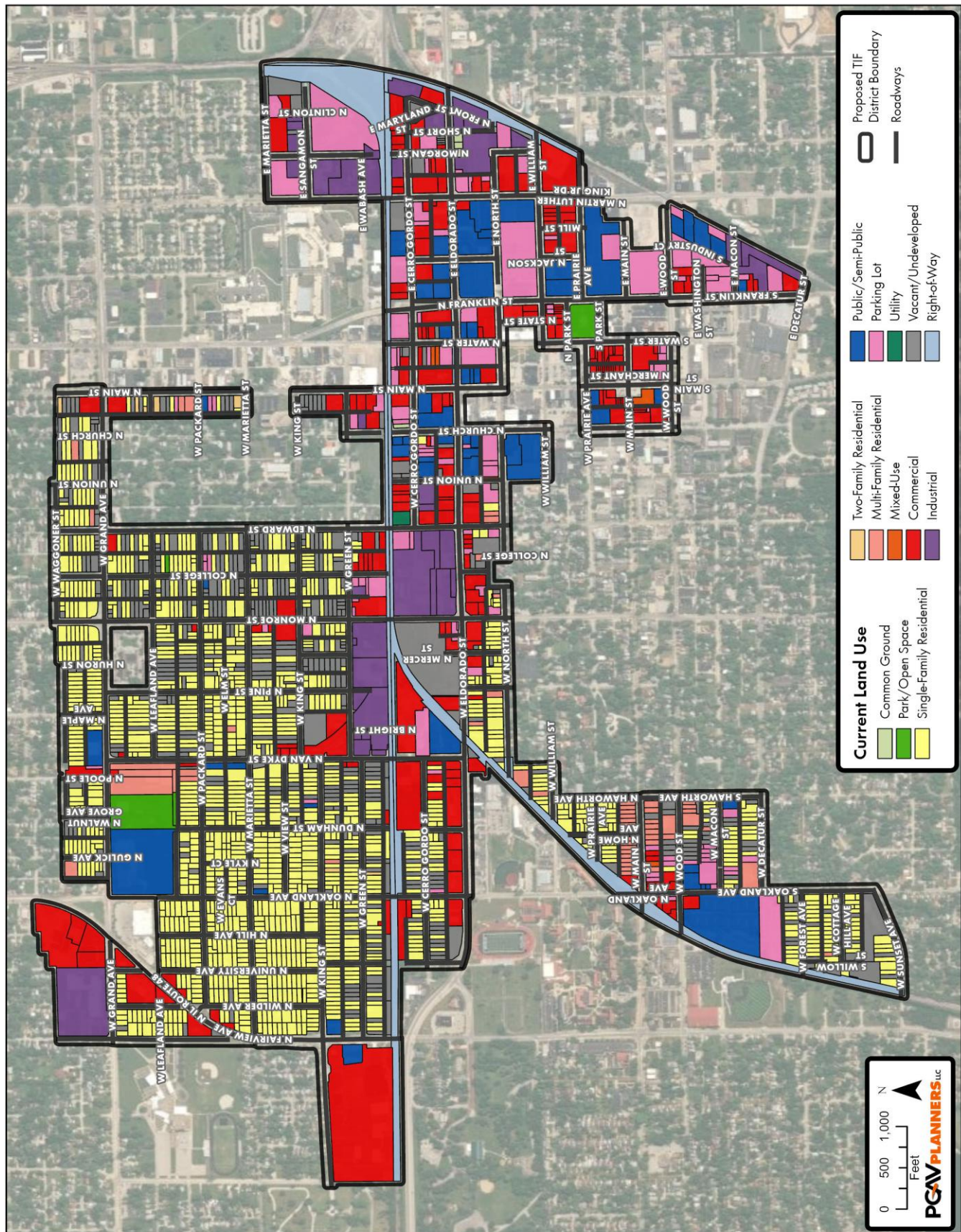
In determining if the Area meets the eligibility requirements of the Act, research and field surveys were conducted. These included:

- Contacts with City officials knowledgeable about area conditions and history and age of buildings and site improvements.
- On-site field examination of conditions within the Area on August 17-18 and 21-22, September 7-8 and 10, and November 18, 2023 by experienced staff of PGAV. These personnel are trained in techniques and procedures of documenting conditions of real property, streets, etc., and determination of eligibility of designated areas for tax increment financing.
- Use of definitions contained in the Act.
- Adherence to basic findings of need as established by the Illinois General Assembly in establishing tax increment financing which became effective on January 10, 1977.
- Examination of Macon County real property tax assessment records.

Several days throughout the months of August, September, and November 2023, PGAV staff conducted field investigations to document existing conditions of the properties proposed for the Area. The following narrative summarizes the factors found to be present to a meaningful extent within the Area. **Exhibit B** on the following page displays the current land use of each lot in the Project Area. **Exhibits C, D, E, and F** show the reasonable distribution of factors throughout the Area, broken down into four distinct areas to better visualize the data: the Downtown District, the Residential Core, the Millikin University Area, and the Eastern Area. A more detailed summary of the conditions

found during field investigations can be found in **Table A: Summary of Blighting and Conservation Area Factors**.

Exhibit B: Current Land Uses



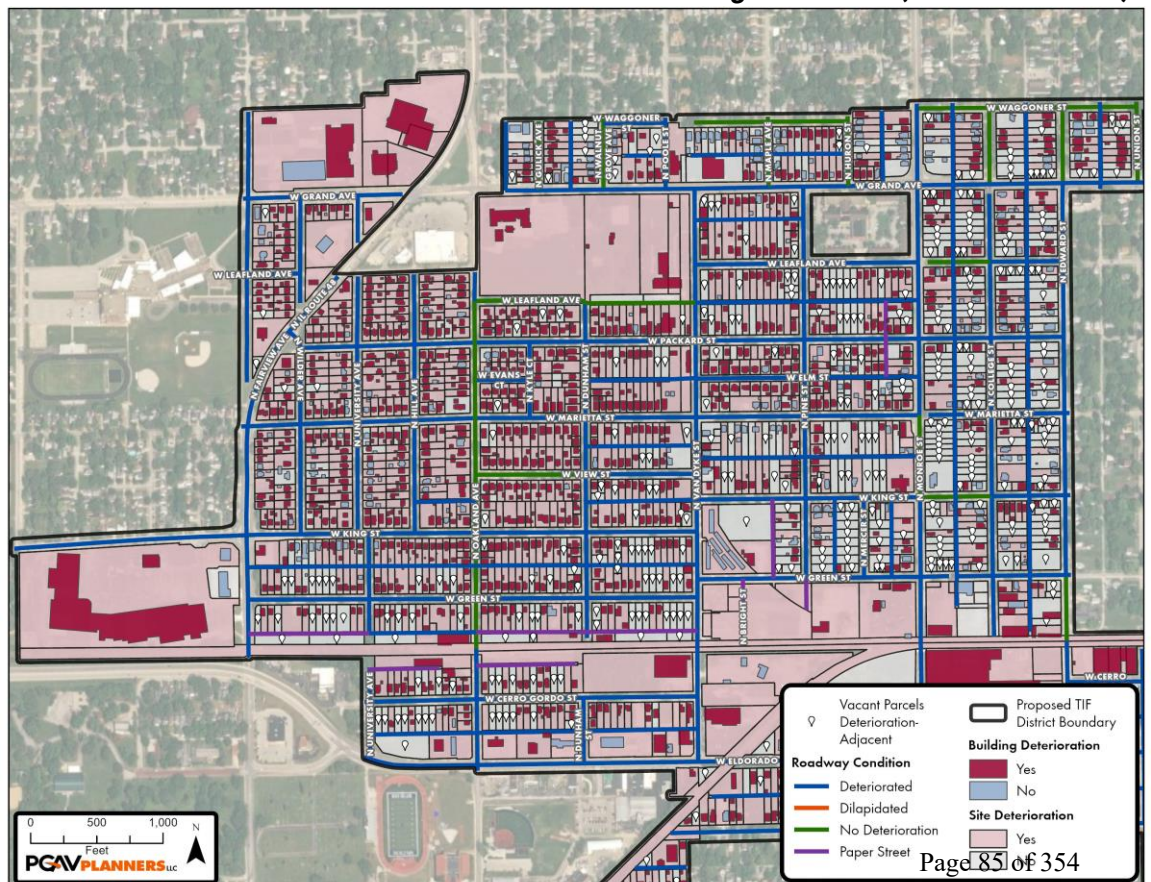


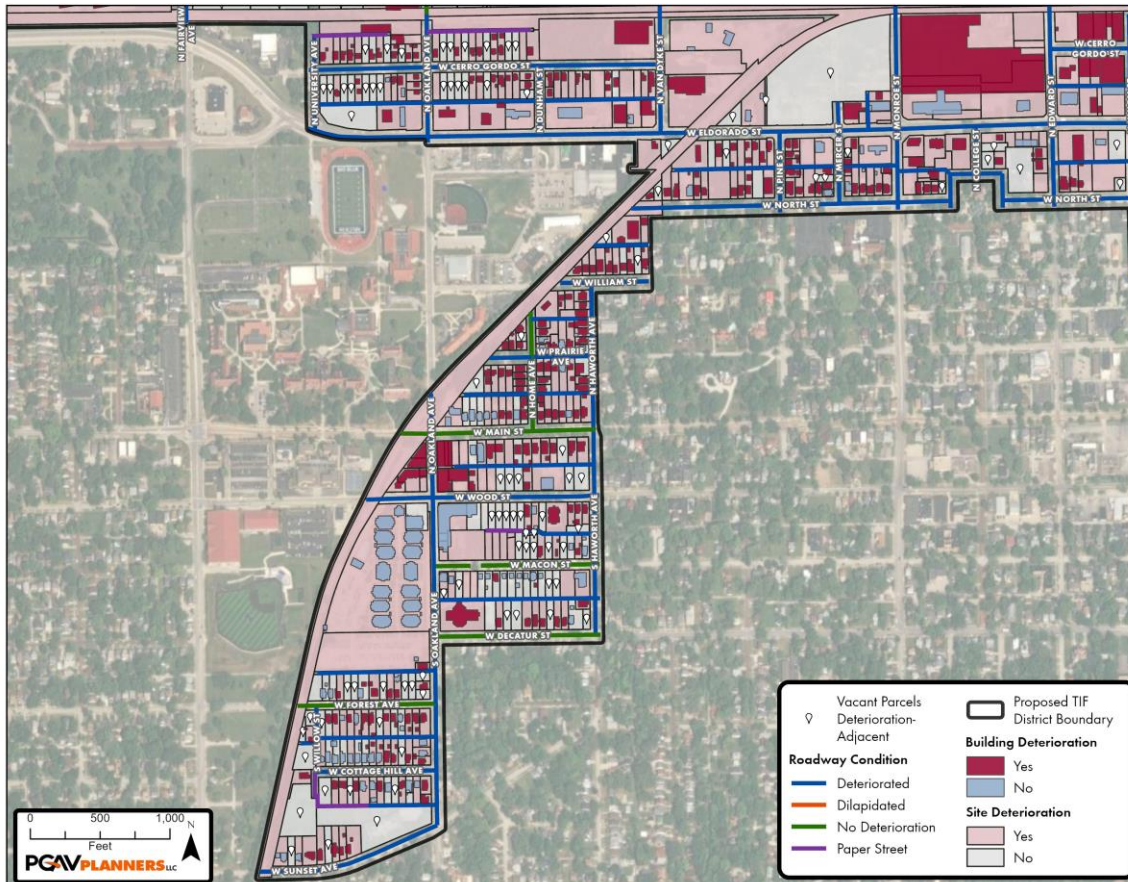
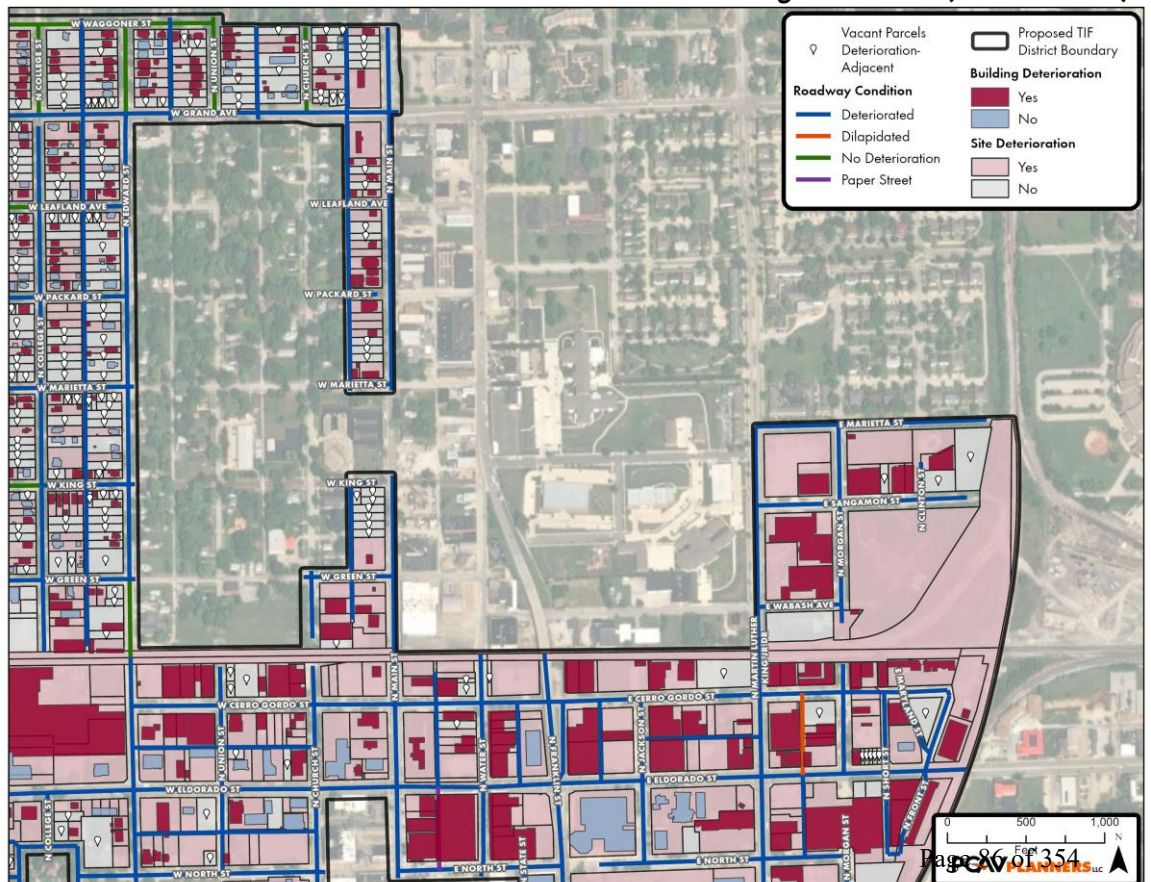
Exhibit E: Existing Conditions (Millikin University Area)**Exhibit F: Existing Conditions (Eastern Area)**

Table A: Summary of Blighting and Conservation Area Factors

**SUMMARY OF BLIGHTING AND
CONSERVATION AREA FACTORS**
Central TIF Redevelopment Project Area
Decatur, IL

	Total	%
Total number of parcels	2,211	
Number of improved parcels	1,753	79.3%
Number of vacant parcels	458	20.7%
Number of Right-of-Way and Railroad parcels	14	0.6%
Total number of buildings	2,080	
Number of buildings 35 years of age or older	1,894	91.1%
Approx. number of vacant residential units	167	
IMPROVED LAND FACTORS:		
Number of buildings that are deteriorated	1,603	77.1%
Number of parcels with site improvements that are deteriorated	1,515	86.4%
Number of improved parcels with either deteriorated site improvements or buildings	1,590	90.7%
Number of buildings that are dilapidated	200	9.6%
Number of buildings that are obsolete	9	0.5%
Number of structures below minimum code	nd*	
Number of buildings lacking ventilation, light or sanitation facilities	nd*	
Number of building with illegal uses	nd*	
Number of buildings that are wholly or partially vacant	175	8.4%
Number of improved parcels with excessive land coverage or overcrowding of structures	nd*	
Inadequate utilities (Entire Project Area)	Yes	
Deleterious land use or layout (by Sub-Area)	nd*	
Lack of community planning	nd*	
Environmental clean-up	nd*	
Number of improved parcels that are taxable	1,610	91.8%
Area has declining or sub-par EAV growth	Yes	
VACANT LAND FACTORS (2 or More):		
Obsolete platting	nd*	
Diversity of ownership	nd*	
Tax delinquencies	nd*	
Number of vacant parcels with deterioration of structures or site improvements in neighboring areas	457	99.8%
Environmental clean-up	nd*	
Number of vacant parcels that are taxable	266	58.1%
Area has declining or sub-par EAV growth	Yes	
VACANT LAND FACTORS (1 or More):		
Unused quarry, mines, rail, etc.	nd*	
Blighted before vacant	nd*	
Chronic flooding	nd*	
Unused or illegal disposal site	nd*	

* Not determined.

Eligibility of Improved Parcels

1. Summary of Findings on Age of Structures

Age is a prerequisite factor in determining an Area's qualification as a "conservation area." As is clearly set forth in the Act, 50% or more of the structures must have an age of 35 years or greater to meet this criterion. The Area contains a total of 2,080 buildings, of which 1,894 buildings (91.1%) were determined by field investigation to be at least 35 years old. Both primary and accessory structures on each parcel were considered as part of the field examination. More than 50% of the buildings exceed 35 years of age; therefore, the age threshold is met for qualifying the improved property within the Area as a conservation area.

2. Summary of Findings on Deterioration

Deteriorating conditions, either site or building, were recorded on 1,590 out of 1,764 improved parcels (90.1%). Of the 2,080 total buildings located within the Area, 1,603 (77.1%) were determined to have deterioration. The field survey of exterior building conditions found defects in the secondary structural components, including roofs, windows and window frames, doors, gutters, downspouts, walls, etc. Additionally, deteriorated site improvements, such as cracked, crumbling, or weed-infested sidewalks, driveways, parking lots, etc., were distributed throughout the Area. Photographic evidence of deteriorating conditions can be found in **Attachment B** in the **Appendix**.

3. Summary of Findings on Declining/Sub-Par EAV Growth

The equalized assessed valuation (EAV) of the Project Area was analyzed for the last five years (2017-2022). The Area's EAV has grown at a lower rate than the balance of the City, as well as the CPI for all urban consumers, for four of the last five years. The Area itself also saw a decline in overall EAV from 2017 to 2018 and from 2019 to 2020. See **Table B: Comparison of EAV Growth Rates (2017-2022)** on the following page for more details.

In order to better assess EAV trends across the Area, parcels and their individual EAVs from the last five years were combined into parcel groups by removing the lot number from the end of each parcel number (ex: parcels 04-12-10-352-010, 04-12-10-352-011, 04-12-10-352-012, etc. were combined to create parcel group 04-12-10-352). Parcel groups were then mapped and symbolized based on how many years out of the last five that each parcel group's EAV growth rate was less than the EAV growth rate of the remainder of the City. These findings are displayed in **Exhibit G: Parcel Group EAV Growth Rate Compared to that of the City (2017-2022)**.

Eligibility of Vacant Parcels

1. Summary of Findings on Deterioration in Neighboring Areas Adjacent to Vacant Land

Out of the total 2,211 parcels within the proposed TIF District, 458 (21.1%) are vacant. Of those 458 vacant parcels, 457 (99.8%) are adjacent to deteriorated roadways or improved properties containing deteriorated structures and/or site improvements.

2. Summary of Findings on Declining/Sub-Par EAV Growth

See Summary of Findings on Declining/Sub-par EAV Growth (Item 3) in previous subsection titled **Eligibility of Improved Parcels** and **Table B** below.

Table B: Comparison of EAV Growth Rates (2017-2022)

COMPARISON OF EAV GROWTH RATES (2017-2022)					
Central TIF Redevelopment Project Area					
City of Decatur, Illinois					
Assessment Year	Project Area EAV *	EAV Declined?	Balance of City **	Area Growth Rate Less Than Balance of City?	Area Growth Rate Less Than CPI for All Urban Consumers?
2017	\$ 34,865,344		\$826,671,238		
2018	\$ 34,421,850		\$819,092,644		
Annual Percent Change	-1.3%	YES	-0.9%	YES	YES
2019	\$ 34,509,415		\$827,208,257		
Annual Percent Change	0.3%	NO	1.0%	YES	YES
2020	\$ 32,999,022		\$839,508,556		
Annual Percent Change	-4.4%	YES	1.5%	YES	YES
2021	\$ 37,330,672		\$ 865,985,218		
Annual Percent Change	13.1%	NO	3.2%	NO	NO
2022	\$ 38,944,034		\$ 929,925,841		
Annual Percent Change	4.3%	NO	7.4%	YES	YES

* Source: Macon County Assessor data

** Source: Macon County Tax Computation Reports 2017-2022

Summary of Status of Public Utilities

Utilities and utility infrastructure were determined to have inadequacies throughout the Project Area. Per the City's Public Works Director, much of the Area is serviced by combined sanitary and stormwater sewers, generally considered to be inadequate systems, and many of the water mains were installed more than a century ago. There is a likelihood of lead contamination in service lines due to pre-1940s construction. Although current systems serve the existing uses, they may prove inadequate to handle loads of more robust development. The City is currently in the midst of plans for sewer separation and replacement of water mains. See the Public Works Director's letter in the **Appendix** for more detailed information.

Proposed TIF District Boundary

Right-of-Way

No. of Years EAV Growth Rate Less Than Balance of City (2017-2022)

1 2 3 4 5

0 500 1,000 Feet

PG&V PLANNERS LLC

SECTION III - REDEVELOPMENT PLAN AND PROJECT

Section III and Section IV constitute the Redevelopment Plan and Project for the Central TIF Redevelopment Project Area.

General Land Uses to Apply

The general land uses to apply for the Area are shown in **Exhibit H: General Land Use Plan**.

Objectives

The general objectives of this Plan are as follow:

1. To alleviate blight, ensure safe conditions, and enhance the efficiency of the infrastructure networks. This infrastructure could include, but is not limited to, utilities, sidewalks, streets, and streetlights.
2. Enhance the tax base for the City and all other taxing bodies.
3. Encourage and assist private investment and redevelopment within the Area through the provision of financial assistance as permitted by the Act.
4. Complete all public and private actions required in this Plan in an expeditious manner.
5. Maintain transparency and accountability with residents and taxing bodies by reporting annually on Area projects to the State of Illinois and the Joint Review Board.
6. Enter into agreements with private parties and public agencies that protect the long-term financial health and wellbeing of the City.

The following include some of the City's more specific objectives, initiatives, and goals for this TIF Plan and Project:

1. Community Revitalization:
 - a. Consider creative placemaking opportunities in public spaces, including common areas, parks and greenspace, and key community gathering locations throughout the TIF District.
 - b. Incorporate more greenspaces and parks to improve the quality of life of residents within the TIF and City as a whole.
 - c. Revitalize existing open spaces and locations where the community naturally gathers.

- d. Improve housing stock by pursuing a variety of programs focusing on owner-occupied housing rehabilitation, new housing developments, revolving loans for rehabilitation of rental homes, and demolition grants.
 - e. Pursue demolition of vacant and abandoned buildings that are beyond repair and repurpose the land for new housing, greenspace, or business development.
2. Economic Development:
- a. Promote façade improvement grants.
 - b. Utilize traditional pay-as-you-go TIF agreements for businesses both large and small.
 - c. Create an assistance program with service providers and lenders to help businesses build capacity.
 - d. Connect businesses to the City's economic development and beautification programs.
3. Transportation:
- a. Make needed improvements to public infrastructure, including repairing roadways and sidewalks.
 - b. Provide sidewalks and/or walking and biking paths along major roadways to improve pedestrian safety, promote walking and biking, and increase access to nearby amenities and businesses.
 - c. Consider how residents of the TIF get around within the District, the City of Decatur, and the surrounding area, the modes of transportation most and least often used, and the improvements that can be made to promote more public transportation and walkability/bikeability.
 - d. Encourage public transit use by improving bus stop signage and adding covered waiting areas and benches at bus stops.

Program to be Undertaken to Accomplish Objectives

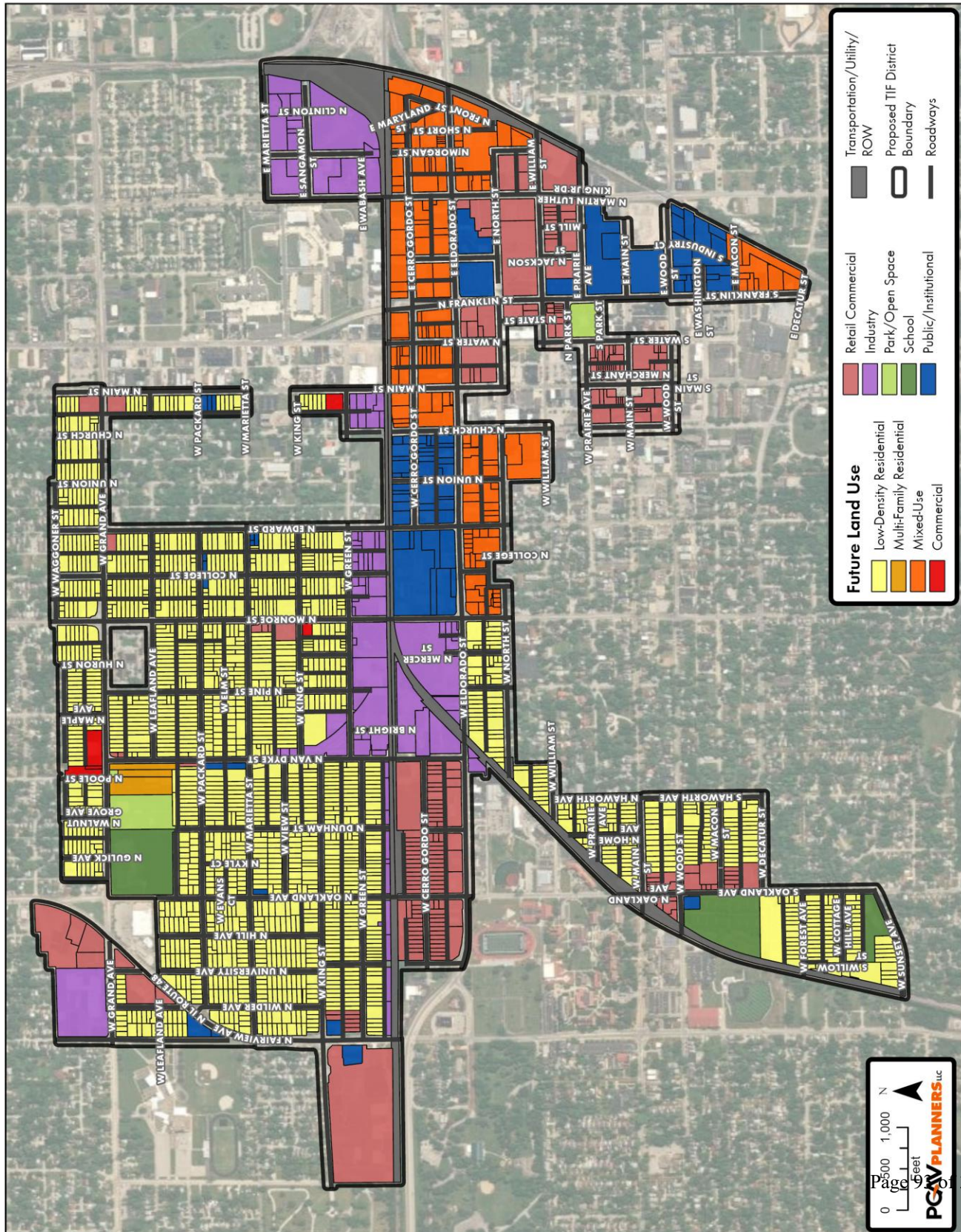
The City has determined that it is appropriate to create a program to provide financial incentives for private investment within the Area. It has been determined, through private and public project implementation experience, that tax increment financing constitutes one of the most effective means available for enabling development in the Area. Local taxing bodies are expected to benefit from the implementation of this Plan. The City will incorporate appropriate provisions within any redevelopment agreement entered into between the City and private parties ensuring redevelopment projects make progress towards achieving the objectives stated herein.

Conformance with the Comprehensive Plan and Zoning Ordinance

The General Land Use Plan conforms with the City's Zoning Ordinance and Zoning Map, as well as the 2009 Decatur/Macon County Comprehensive Plan. The General Land Use

Plan emulates the future land uses laid out in the Decatur/Macon County Comprehensive Plan. The zoning districts for this Area include various residential, commercial, and manufacturing districts, as well as an office district and a few Planned Developments. Development in the Redevelopment Project Area shall comply with any and all applicable codes and ordinances.

Exhibit H: General Land Use Plan



Redevelopment Project

Activities necessary to implement the Plan may include the following:

1. Private Redevelopment Activities:

Construction of new private buildings and the rehabilitation, renovation, and repair of existing private buildings at various locations in the Area.

2. Public Redevelopment Activities:

Public improvements and support activities will be used to induce and complement private investment. These may include but are not limited to: street and sidewalk improvements, land assembly including site acquisition and site preparation, public utilities (e.g., water, sanitary and storm sewer facilities), traffic signalization, off-street parking, building demolition and site clearance, open space development, and marketing of properties, as well as other programs of financial assistance provided by the City.

3. Land Assembly, Displacement Certificate, and Relocation Assistance:

To achieve the objectives of the Plan, land assembly by the City and eventual conveyance to private entities may be necessary in order to attract private development interest. Therefore, any property located within the Redevelopment Project Area may be acquired by developers or the City, as necessary, to assemble various parcels of land to achieve marketable tracts, or if such property is necessary for the implementation of a specific public or private redevelopment project. Activities of this type may include the displacement of inhabited housing units located in the Project Area (see below).

Displacement Certificate:

Under Sections 11-74.4-3 (n) (5) and 11-74.4-4.1 (b) of the Tax Increment Allocation Redevelopment Act, the City hereby certifies that this Redevelopment Plan, as amended, will not result in the displacement of more than nine (9) inhabited residential units. If, at some time in the future, a redevelopment project is proposed that will result in the displacement of more than nine (9) inhabited residential units, the City will prepare, or cause to be prepared, the requisite housing impact study pursuant to the Act.

Relocation Assistance:

If households of low-income or very low-income persons inhabit any residential housing units where relocation of the occupants is required, relocation assistance will be provided to such persons. Affordable housing and relocation assistance shall not be less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations under that Act, including the

eligibility criteria. Affordable housing may be either in existing or newly constructed buildings. For purposes of this requirement in the TIF Act, “low-income households,” “very low-income households,” and “affordable housing” have the definitions set forth in the Illinois Affordable Housing Act.

Description of Redevelopment Project Costs

Costs that may be reimbursed are defined as “redevelopment project costs” in the Act and may be amended from time to time. Itemized below is the statutory listing of “redevelopment project costs” currently permitted by the Act:

1. Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services, provided however that no charges for professional services may be based on a percentage of the tax increment collected; except that on and after November 1, 1999 (the effective date of Public Act 91-478), no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of 3 years.

In addition, "redevelopment project costs" shall not include lobbying expenses. After consultation with the municipality, each tax increment consultant or advisor to a municipality that plans to designate or has designated a redevelopment project area shall inform the municipality in writing of any contracts that the consultant or advisor has entered into with entities or individuals that have received, or are receiving, payments financed by tax increment revenues produced by the redevelopment project area with respect to which the consultant or advisor has performed, or will be performing, service for the municipality. This requirement shall be satisfied by the consultant or advisor before the commencement of services for the municipality and thereafter whenever any other contracts with those individuals or entities are executed by the consultant or advisor;

(i) After July 1, 1999, annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a redevelopment project area or approved a redevelopment plan;

(ii) The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;

2. Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not

limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;

3. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;
4. Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November 1, 1999, redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4 -3 unless either
 - (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to November 1, 1999 or
 - (ii) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provides the basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan;
5. Costs of job training and retraining projects, including the cost of "welfare to work" programs implemented by businesses located within the redevelopment project area;
6. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
7. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment

project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project.

8. Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law or in order to satisfy subparagraph (7) of subsection (n);
9. Payment in lieu of taxes [see Sec. 11-74.4-3 (m) of the Act];
10. Costs of job training, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs
 - (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and
 - (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code;
11. Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - (i) such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;
 - (ii) such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 - (iii) if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (11) then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;

- (iv) the total of such interest payments paid pursuant to this Act may not exceed 30% of the total
 - (a) cost paid or incurred by the redeveloper for the redevelopment project plus
 - (b) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act.
- 12. Unless explicitly stated herein the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost.
- 13. After November 1, 1999 (the effective date of Public Act 91-478), none of the redevelopment project costs enumerated in this subsection shall be eligible redevelopment project costs if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality.

For purposes of this paragraph, termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, had become economically obsolete, or was no longer a viable location for the retailer or serviceman.

- 14. No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008 (the effective date of Public Act 95-934), unless no prudent and feasible alternative exists. "Historic resource" for the purpose of this item (14) means
 - (i) a place or structure that is included or eligible for inclusion on the National Register of Historic Places or
 - (ii) a contributing structure in a district on the National Register of Historic Places.

This item (14) does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

Estimated Redevelopment Costs

Table C On the following page lays out estimated costs for redevelopment projects within the proposed TIF District. The estimated costs are split into several categories, including Public Works or Improvements, Building Rehabilitation/Retrofit, Interest Costs Incurred by Developers, and Property Assembly. The costs shown are not exact figures and may change slightly as redevelopment occurs.

Table C: Estimated Redevelopment Project Costs

ESTIMATED REDEVELOPMENT PROJECT COSTS Central TIF Redevelopment Project Area City of Decatur, Illinois	
Description	Estimated Cost ^{1, 2, & 3}
A. Public Works, Improvements, Sidewalks, Utility Infrastructure, Transportation/Parking Infrastructure	\$13,309,000
B. Property Assembly, Demolition, & Site Clearing	\$8,482,000
C. Building Rehabilitation/Retrofit	\$17,763,000
D. Relocation costs	\$914,000
E. Taxing District Capital Costs	\$914,000
F. Job Training	\$731,000
G. Interest Costs Incurred by Developers (30% of interest costs)	\$7,309,000
H. Planning, Engineering, Legal, & Professional Services	\$914,000
I. General Administration	\$914,000
J. Financing Costs	\$1,096,000
K. Contingency	\$3,654,000
Total Estimated Costs ⁴	\$56,000,000

Notes:

1. All costs shown are in 2023 dollars.

2. Adjustments may be made among line items within the budget to reflect program implementation experience.

3. Private redevelopment costs and investment are in addition to the above.

4. The total estimated redevelopment project costs shall not be increased by more than 5% after adjustment for inflation from the date of the Plan adoption, per subsection 11-74.4.5 (c) of the Act.

SECTION IV - OTHER FINDINGS AND REQUIREMENTS

Area, on the Whole, not Subject to Growth and Development

The properties in the Area have not been subject to growth and development through investment of private enterprise. Upon examination of equalized assessed valuation (EAV) data for the properties to be added, the lack of investment is evident in the stagnant EAV values (see **Table D: EAV Trends (2017-2022)** below).

The below evidence presented on assessed valuation shows that the properties in the Area have not been subject to a level of private investment that would result in valuation increases.

Table D: EAV Trends (2017-2022)

EAV Trends (2017-2022) Central TIF Redevelopment Project Area City of Decatur, Illinois					
	EAV 2017	EAV 2022	Change	Percent Change	Annual Percent Change
RPA ¹	\$ 34,865,344	\$ 38,944,034	\$ 4,078,690	11.7%	2.2%
CPI ²	245.12	292.655	47.5	19.4%	3.6%
Balance of City ³	\$ 826,671,238	\$ 929,925,841	\$ 103,254,603	12.5%	2.4%

¹ Equalized Assessed Valuation (EAV) of the Redevelopment Project Area

² Consumer Price Index for All Urban Consumers. Source: U.S. Bureau of Labor Statistics

³ Total City EAV minus Project Area EAV

Would Not be Developed “but for” TIF

The properties in the Area are not reasonably anticipated to be improved without the direct participation of the City to provide funding in the form of financial incentives and infrastructure spending. Without the influence of public funding through tax increment financing, the City would not be able to redevelop and make improvements to the Area, and thus would not be able to attract new residents and businesses to the Area.

Assessment of Financial Impact

The City and Joint Review Board will monitor the progress of the TIF program and its future impacts on all local taxing bodies. In the event significant adverse impacts are identified that increase demands for facilities or services in the future, the City will

consider utilizing tax increment proceeds or other appropriate actions, to the extent possible, to assist in addressing the needs.

All overlapping taxing bodies will continue to receive property tax revenues on the base values of properties to be added to the Area during the balance of the life of the TIF program. In addition, it is reasonable to assume that the economic and financial benefits resulting from redevelopment efforts in the Area will spill into other sections of the community and generate additional revenues for the above listed government entities. Moreover, after the expiration of the TIF program, the taxing districts will receive the benefits of an increased property tax base. It is also reasonable to assume that the benefits of the increased property tax base would not occur without the implementation of the Plan and the use of tax increment financing.

Estimated Date for Completion of the Redevelopment Project

The estimated date for the completion of the Redevelopment Project or retirement of obligations issued may not be later than December 31st of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which the ordinance approving the redevelopment project area was adopted.

Sources of Funds

The sources of funds to pay for redevelopment project costs associated with implementing the Plan will come from the increment generated by increasing property values due to new construction and renovated structures. If available, revenues from other economic development funding sources, public or private, may be utilized. These may include State and Federal programs, local retail sales tax, revenues from any adjoining tax increment redevelopment project areas, and land disposition proceeds from the sale of land in the Area, as well as other revenues. The final decision concerning redistribution of yearly tax increment revenues may be made as part of a bond ordinance.

Nature and Term of Obligations

Without excluding other methods of City or private financing, the principal source of funding will be those deposits made into the Special Allocation Fund of monies received from the taxes on the increased value (above the initial equalized assessed value) of real property in the Area. These monies may be used to repay private or public sources for the expenditure of funds made as Redevelopment Project Costs for applicable public or private redevelopment activities noted above or may be used to amortize Tax Increment Revenue obligations, issued pursuant to this Redevelopment Plan, for a term not to exceed the expiration date of this TIF Program, bearing an annual interest rate as permitted by law. To be eligible for repayment of project costs, the City Council shall first approve a redevelopment agreement detailing and approving the use of the tax increment financing and verifying its compliance with this Plan.

Revenues received in excess of 100% of funds necessary for the payment of principal and interest on the bonds and not needed for other redevelopment project costs or early bond retirements shall be declared as surplus and become available for distribution annually to the taxing bodies to the extent that this distribution of surplus does not impair the financial viability of the project. One or more bond issues may be sold at any time in order to implement this Redevelopment Plan. The City may utilize revenues from any other source, including City, State, or Federal funds, or tax increment revenues from this Project or adjoining TIF areas to pay for the costs of completing this Project.

Most Recent EAV of Properties in the Project Area

The most recent total equalized assessed valuation (EAV) for the properties in the Area is estimated to be \$38,235,896. A list of the parcel identification numbers (PINs) and 2022 tax year EAV for the parcels in the Area are included in the **Appendix as Attachment C - Property Identification Number (PIN) List & Map**. After the approval of the Plan by the City, the City will make a request to the County Clerk of Macon County to certify the base EAV for each parcel of real estate in the Area.

Estimate of Valuation After Redevelopment

Contingent on the adoption of this Plan and commitment by the City to the Redevelopment Program, it is anticipated that the private redevelopment investment in the Area, as amended, will cause the equalized assessed valuation of said Area to increase to approximately \$67,500,000. This projected value is based on a gradual increase in EAV over time as needed improvements are completed and property value growth approaches that of the rest of the City.

Fair Employment Practices and Affirmative Action

Fair employment practices and affirmative action are the same as the City's current policies.

Reviewing and Amending the TIF Plan

This Redevelopment Plan may be amended in accordance with the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq. Also, the City shall adhere to all reporting requirements and other statutory provisions.

APPENDIX

ATTACHMENT A
LEGAL BOUNDARY DESCRIPTION

ATTACHMENT B
PHOTOGRAPHIC EVIDENCE











ATTACHMENT C
LETTER FROM CITY PUBLIC WORKS DIRECTOR



CITY OF DECATUR ILLINOIS
#1 GARY K. ANDERSON PLAZA DECATUR, ILLINOIS 62523-1196

October 12, 2023

Noelle Maxey
PGAV PLANNERS
Via email to: Noelle Maxey <noelle.maxey@pgav.com>

RE: Central TIF – Utility Infrastructure

Dear Noelle,

In accordance with your request, we have reviewed the City maintained infrastructure within the proposed Central TIF area and offer the following commentary:

SANITARY SEWER

Much of the identified TIF area between Monroe Street and Oakland/Fairview is served by combined sanitary and stormwater sewers which we would generally consider to be inadequate. The City is in the final design stage of a sewer separation project for the area around Fairview/Grand shown on the attached location map.

The remaining sewers appear to be mostly separate storm and sanitary and would generally be considered adequate for the current use. More intensive development may tax some local portions of the system depending on the location.

WATER

Most of the residential water lines in the proposed TIF area are 6" with some 4". These are generally adequate for the current use but inadequate for more robust development. The age of the mains which are mostly over a century in the ground, is a significant concern although has not proven to be a major problem at this point. Being pre-1940 era watermains, there is the likelihood of lead contamination in the service lines. The City will be working to replace the residential services over the next 20 years in accordance with State and Federal mandates.

SEPARATE STORM SEWER

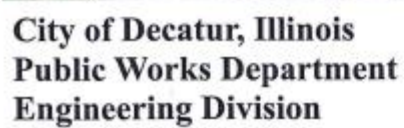
Separate storm sewers in the proposed TIF area appear to be adequate for the current use.

If you wish to discuss this further or need additional information, please contact me at mnewell@decaturil.gov or by phone at (217) 424-2747.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew C. Newell", is written over a horizontal line.

Matthew C. Newell, P.E.
Public Works Director



ATTACHMENT D
PIN LIST AND LOCATOR MAPS

Locator ID	Parcel ID No. (PIN)	Taxpayer Name
1	04-12-09-284-015	AKORN OPERATING COMPANY LLC
2	04-12-09-284-009	CP THUNDER FS LLC
3	04-12-09-284-010	CP THUNDER FS LLC
4	04-12-09-284-014	CHOI JAE & SOO
5	04-12-09-284-013	GHOTRA BROTHERS INC
6	04-12-09-426-001	MASSEY JILL
7	04-12-09-426-002	CITY OF DECATUR
8	04-12-09-426-003	FAMILY LEASE LLC
9	04-12-09-426-004	BIN PLAZA INC
10	04-12-09-426-019	GOODWIN CARLA J (CFD)
11	04-12-09-427-001	JENKINS-CUNNINGHAM JODIE
12	04-12-09-427-002	SCHROETLIN JEFFREY
13	04-12-09-427-003	JONES PAUL E & MARY
14	04-12-09-427-004	SHAD PIPES LLC
15	04-12-09-427-005	COATS JULIUS & MILLER-COATS ANDRALL
16	04-12-09-427-006	LANDRUM PAMELA D
17	04-12-09-428-001	ALLEN MARK R
18	04-12-09-426-006	STROUD JACK E
19	04-12-09-426-011	KASTL JEFF
20	04-12-09-426-012	KENDALL JOSHUA K
21	04-12-09-426-007	EKISS CRAIG E
22	04-12-09-426-013	WEAVER NICHOLAS
23	04-12-09-426-009	CREEK LEMUAL & VICKI
24	04-12-09-426-014	CASSELL BLAKE & KRYSTLE
25	04-12-09-426-015	CRISMAN TERESA L & WINNINGHAM STEPHANIE L
26	04-12-09-426-010	STEELE VICKIE R SHINN
27	04-12-09-426-016	FAMILY LEASE LLC
28	04-12-09-427-007	FAINBARG STEVEN TRUSTEE
29	04-12-09-432-001	OM NAMAH SHIVAYA INC
30	04-12-09-431-001	BURTON MARVIN
31	04-12-09-431-010	FAMILY LEASE LLC
32	04-12-09-431-002	DAVIS KAROL L
33	04-12-09-431-011	LOURASH SHERRY L
34	04-12-09-431-003	AS POSH PROPERTIES LLC
35	04-12-09-431-012	JORDAN DONRELL L & CORRINNE N

36	04-12-09-431-004	KELLEY KERRY A
37	04-12-09-431-013	SKELLEY JOSEPH V &
38	04-12-09-431-005	KELLEY JON
39	04-12-09-431-014	PORTER DENISE &
40	04-12-09-431-006	AKABSH ZUMURRUDA
41	04-12-09-431-008	TLC PROPERTIES INC
42	04-12-10-156-021	PREMIUM INVESTMENT PROPERTIES INC
43	04-12-10-156-022	IGWE DANIEL
44	04-12-10-156-023	WILSON VERN E & SANDRA & BOLLHORST SUSAN
45	04-12-10-156-024	MAHON MICHAEL R
46	04-12-10-156-025	WEINMAN LINDA R & MCCUMBER MARY C
47	04-12-10-156-026	CITY OF DECATUR
48	04-12-10-156-027	COLE FANNIE
49	04-12-10-156-028	SWINFORD INVESTMENTS LLC
50	04-12-10-157-007	BLANKENSHIP RYAN
51	04-12-10-157-008	WEAVER KENNETH L & KENNETH L JR
52	04-12-10-157-009	BACKSTEIN SUMMER
53	04-12-10-157-010	CFRP GROUP LTD
54	04-12-10-157-011	JOHNSTON JAMES D
55	04-12-10-157-012	SIMS JULIAN & EWING AMIA
56	04-12-10-157-013	LUKER STEVEN K
57	04-12-10-157-014	BALLINGER DENNIS
58	04-12-10-157-015	RANDALL GARY & SHERI
59	04-12-10-157-016	RANDALL GARY LEE & SHERI K
60	04-12-10-157-023	ARTHUR KRYSTAL JOANN
61	04-12-10-157-024	ARTHUR GABRIEL LOUIS
62	04-12-10-157-025	EVANS RICKEY L
63	04-12-10-157-026	EVANS RICKEY L
64	04-12-10-157-027	JOHNSON GEORGE
65	04-12-10-157-028	LATSON RALPH LILES & GUSTER
66	04-12-10-157-029	HILL KELLY
67	04-12-10-157-030	J & D TEAM HOLDINGS LLC
68	04-12-10-157-031	WOODRUFF KEVIN E
69	04-12-10-157-032	BOYD STEPHANIE
70	04-12-10-159-001	WIGGINS DATREZ (LESSEE)
71	04-12-10-159-002	FAMILY LEASE LLC
72	04-12-10-159-003	MEADOR AARON
73	04-12-10-159-004	MEADOR AARON
74	04-12-10-159-005	MACON COUNTY TRUSTEE
75	04-12-10-159-006	SMITH MARY & KISHIA

76	04-12-10-159-007	PHILLIPS BRITTANY
77	04-12-10-159-008	PALMER SIDNEY L & THERESA M
78	04-12-10-159-009	PALMER SIDNEY
79	04-12-10-159-010	PALMER SIDNEY
80	04-12-10-159-016	WHITE MARY A & KNITTLE
81	04-12-10-159-013	WHITE MARY & KNITTLE ROBERT
82	04-12-10-159-014	BOND DIMITRI
83	04-12-10-159-015	GOIN MATTHEW W
84	04-12-10-182-001	ALQHUAITI NAJI & NAGI ALI NASIR
85	04-12-10-182-003	STEELE RONALD J
86	04-12-10-182-004	STEELE JACK R & KATHERN(LIFE EST)
87	04-12-10-182-005	LIMANI BUJAR
88	04-12-10-182-006	EARP KAREN LEE
89	04-12-10-182-007	BACH INVESTMENT GROUP LLC 851WWAGGONERST-62526
90	04-12-10-182-008	KINGTON MARK J
91	04-12-10-182-009	CENTRAL ILLINOIS LAND BANK AUTHORITY
92	04-12-10-182-010	R WOODLANDS PROPERTIES LLC
93	04-12-10-182-011	BROWN BRADLEY M
94	04-12-10-182-012	DECATUR RENTAL PROPERTIES LLC
95	04-12-10-182-013	R WOODLANDS PROPERTIES LLC
96	04-12-10-182-014	LENGANE AICHA
97	04-12-10-182-020	ALQHUAITI NAJI & NAGI ALI NASIR
98	04-12-10-182-021	SALEH KHALIL A & NAGI ALI & ALQUHAITI NAJI &
99	04-12-10-182-017	SHOOP JERRY W
100	04-12-10-182-015	JOYCE JOHN & JEANNE
101	04-12-10-182-018	SHOOP JERRY W
102	04-12-10-182-019	SHEPHERD TED D JR & ANNA MAE
103	04-12-10-183-001	JERGE EDNA L & A J
104	04-12-10-183-002	BLUE EPSILON LLC
105	04-12-10-183-003	COBB PAULINE C
106	04-12-10-183-004	COHEN ALVIN
107	04-12-10-183-005	COHEN ALVIN
108	04-12-10-183-006	WILLS MONIE S & RUSSELL ANNETTE
109	04-12-10-183-007	TAYLOR MADE LANDHOLDINGS LLC
110	04-12-10-183-008	THOMPSON BETTY L (FOR LIFE) & MARINER JOSEPH
111	04-12-10-183-009	RUSSELL ERWIN W
112	04-12-10-183-010	GOODMAN LEE A & LEMARK R
113	04-12-10-183-011	CITY OF DECATUR
114	04-12-10-183-012	CITY OF DECATUR
115	04-12-10-183-013	R WOODLANDS PROPERTIES LLC

116	04-12-10-183-014	BURGER CAROL A
117	04-12-10-183-015	HUBRICH LARRY & FLORENCE
118	04-12-10-183-016	WILDER MICHAEL SR & LOUELLA
119	04-12-10-183-017	NEW CHICAGO INVESTMENTS LLC
120	04-12-10-183-018	EWING JOHN E(LIFE EST)
121	04-12-10-183-019	DANT NORMA JEAN & HAVRON ANGELA KAY
122	04-12-10-183-020	BATES PRESTON
123	04-12-10-183-021	ALIABADI MASSOUD
124	04-12-10-183-022	TAYLOR DERRICK
125	04-12-10-183-023	DAVIS JIMMY
126	04-12-10-184-010	DAVIS LEROY
127	04-12-10-184-011	MEADORS TIMOTHY H &
128	04-12-10-184-012	RICHMOND JEWEL L
129	04-12-10-184-013	CITY OF DECATUR
130	04-12-10-184-014	ALIABADI MASSOUD
131	04-12-10-184-015	WRIGHT HARRY N JR &
132	04-12-10-184-016	CHRISTINA BLANKENSHIP PROPERTIES LLC
133	04-12-10-184-017	SNIPES T WILLIE JR & DARNELLA
134	04-12-10-184-018	MCDONALD GLORY
135	04-12-10-184-019	MILLSAP KAMEKA
136	04-12-10-184-020	TSCHOSIK BRIAN & LOVEKAMP
137	04-12-10-184-021	GONZALES SEBASTIAN B
138	04-12-10-184-043	FRAZIER NATHANIEL & HEATHER
139	04-12-10-184-033	GEHRKEN PHILLIP J
140	04-12-10-184-034	BIN PLAZA INC
141	04-12-10-184-035	WALTERS MICHAEL D
142	04-12-10-184-036	WRIGHT HARRY N JR
143	04-12-10-184-037	WRIGHT HARRY N JR
144	04-12-10-184-040	CLOUGH JAMES B
145	04-12-10-257-001	SEYMOUR TARIQUE
146	04-12-10-257-002	WHEELER JACOBY
147	04-12-10-257-003	BOURNE ENTERPRISES LLC
148	04-12-10-257-004	CERNY FRANK JR
149	04-12-10-257-005	SPENCER ROY L & RHONDA L
150	04-12-10-257-006	SPENCER ROY L & RHONDA L
151	04-12-10-257-027	TERRA CLAIM LLC
152	04-12-10-257-009	WANG HUI
153	04-12-10-257-014	OBANNON MELVIN & MARVIN
154	04-12-10-257-015	NEW YORK HOUSING SOLUSION CORP
155	04-12-10-257-016	ABDULLAH KEVIN K

156	04-12-10-257-017	GONZLES SEBASTIAN B
157	04-12-10-257-018	SAPP JOE
158	04-12-10-257-019	SANCHEZ MOISES J
159	04-12-10-257-020	WILLIAMS DAVID & ESSIEN LESLIE
160	04-12-10-257-021	MARSHALL BILL
161	04-12-10-257-022	FORTRESS PROPERTIES LLC
162	04-12-10-257-023	CITY OF DECATUR
163	04-12-10-257-024	CITY OF DECATUR
164	04-12-10-258-026	PATTERSON DANNY L
165	04-12-10-258-005	COLE PHILLIP DALE
166	04-12-10-258-006	COLE PHILLIP D & SHARON L
167	04-12-10-258-007	HAWN MELINDA S
168	04-12-10-258-008	CITY OF DECATUR
169	04-12-10-258-009	CITY OF DECATUR
170	04-12-10-258-025	CITY OF DECATUR
171	04-12-10-258-012	CITY OF DECATUR
172	04-12-10-258-013	JACKSON MARVIN
173	04-12-10-258-014	J & B DECATUR FOUNDATION
174	04-12-10-258-015	SWINFORD INVESTMENTS LLC
175	04-12-10-258-016	ARZATE-MENDOZA DALILA
176	04-12-10-258-017	COHOON TAMI & MARIA
177	04-12-10-258-018	COCHRAN KIRK & WHITNEY
178	04-12-10-258-019	KNOX SERVICES LLC
179	04-12-10-258-020	GRAY EARL M III
180	04-12-10-258-021	CITY OF DECATUR
181	04-12-10-258-022	CITY OF DECATUR
182	04-12-10-258-023	CITY OF DECATUR
183	04-12-10-258-024	CITY OF DECATUR
184	04-12-10-259-001	MINICH JEFFREY D & BURNETT
185	04-12-10-259-002	POTTER EMILY & HALL AVERY T
186	04-12-10-259-003	STIMSON KENT N & CONNIE
187	04-12-10-259-004	GINER DARRYL L & BONDS VERONICA
188	04-12-10-259-005	HOUSER TOMMY B & TAMMY C
189	04-12-10-259-006	BOLIARD MICHAEL S
190	04-12-10-259-007	LOWE LATOYA (LESSEE)
191	04-12-10-259-008	WATSON CASEY R
192	04-12-10-259-009	CITY OF DECATUR
193	04-12-10-259-010	CITY OF DECATUR
194	04-12-10-259-011	KAUFMAN STEPHEN L & JONES
195	04-12-10-259-012	SPATES ANDRICO

196	04-12-10-259-013	BRADSHAW MICHELLE D
197	04-12-10-259-014	MACON COUNTY TRUSTEE
198	04-12-10-259-015	MACON COUNTY TRUSTEE
199	04-12-10-259-016	MANLEY MYRENNNA
200	04-12-10-259-017	ROBINSON RICHARD H
201	04-12-10-259-018	CLAYBORN LEE
202	04-12-10-259-019	COVERED PROPERTIES, INC
203	04-12-10-259-020	WILK CO OF ILLINOIS LTD
204	04-12-10-259-021	CITY OF DECATUR
205	04-12-10-279-007	FOUNTAIN INVESTMENTS LLC
206	04-12-10-279-008	SHIVERS JEFFREY E
207	04-12-10-279-009	BROWN ANDREW
208	04-12-10-279-010	DOYLE ADAM
209	04-12-10-279-011	LEYNES ANDREW & SHARON
210	04-12-10-279-012	ROBINSON RICHARD H
211	04-12-10-279-013	MACON COUNTY TRUSTEE
212	04-12-10-279-014	ROBINSON RICHARD H
213	04-12-10-279-015	NASH PATRICIA
214	04-12-10-279-016	CITY OF DECATUR
215	04-12-10-279-023	AUCTION FLIPPERS LLC
216	04-12-10-279-026	FRANCOIS EDWIGHT R
217	04-12-10-279-024	BLEUS-FRANCOIS MARIE
218	04-12-10-279-025	SHROYER WILLIAM
219	04-12-10-279-028	CITY OF DECATUR
220	04-12-10-279-030	WILLIAMS ROBIN K & RAVEN
221	04-12-10-279-038	EDDINGS LORI A
222	04-12-10-280-007	MACON COUNTY TRUSTEE
223	04-12-10-280-008	CHILDS LONGENE & MARY
224	04-12-10-280-022	MACON COUNTY TRUSTEE
225	04-12-10-280-023	NASTRUZ BRIAN J
226	04-12-10-280-039	SHIPP LINDA MARIE & CHARLES
227	04-12-10-280-010	GESSFORD DAVID E & BONNIE
228	04-12-10-280-012	JOHNSON CREEHANNAH
229	04-12-10-280-014	HAGERMAN BRIAN J & HESTER
230	04-12-10-280-015	CITY OF DECATUR
231	04-12-10-280-016	CITY OF DECATUR
232	04-12-10-280-017	CITY OF DECATUR
233	04-12-10-280-018	CITY OF DECATUR
234	04-12-10-280-032	ALIABADI MASSOUD
235	04-12-10-280-033	VISTA SECURITIES INC

236	04-12-10-280-034	1ST NATL BANK OF DECATUR
237	04-12-10-280-035	1ST NATL BANK OF DECATUR
238	04-12-10-280-036	1ST NATL BANK OF DECATUR
239	04-12-10-280-037	MAPLE INVESTMENTS L C
240	04-12-10-301-001	DECATUR PUBLIC SCHOOL #61
241	04-12-10-301-011	DECATUR PARK DIST
242	04-12-10-301-010	DECATUR HOUSING AUTHORITY
243	04-12-10-301-003	DECATUR HOUSING AUTHORITY
244	04-12-10-301-007	DECATUR HOUSING AUTHORITY
245	04-12-10-301-008	DECATUR HOUSING AUTHORITY
246	04-12-10-301-005	DECATUR PARK DIST
247	04-12-10-301-006	DECATUR HOUSING AUTHORITY
248	04-12-10-326-001	DECATUR DISCOUNT INC
249	04-12-10-326-002	ALQAHSHI ABDO S
250	04-12-10-326-003	CITY OF DECATUR
251	04-12-10-326-004	CARNEY DORLIN Y
252	04-12-10-326-005	JTV DECATUR 15
253	04-12-10-326-006	JB DECATUR LLC
254	04-12-10-326-007	BEASLEY JIMMIE L
255	04-12-10-326-008	LAWTON CAROL A
256	04-12-10-326-009	LAWTON CAROL A
257	04-12-10-326-010	HUYNH NGA
258	04-12-10-326-011	ISBELL ROSEMARY ANN MARLENE
259	04-12-10-326-012	CENTRAL PROPERTY GROUP LLC
260	04-12-10-326-013	OWENS MARY D
261	04-12-10-326-014	BROWN BRANDY
262	04-12-10-326-015	CITY OF DECATUR
263	04-12-10-326-016	LEYNES ANDREW & SHARON
264	04-12-10-326-017	KRAFT MATTHEW A
265	04-12-10-326-018	REED MICHAEL E
266	04-12-10-326-019	REED MISTY
267	04-12-10-326-042	REIF RUSSELL & SHARNA
268	04-12-10-326-021	TALIFERRO HELEN
269	04-12-10-326-043	FORKER GENE L & TIFFANIE L
270	04-12-10-326-024	TAYLOR MARSH K SR
271	04-12-10-326-025	TAYLOR MARSH
272	04-12-10-326-026	TAYLOR MARSH K
273	04-12-10-326-027	LAWSON ANDREW & MARCIA E
274	04-12-10-326-028	VALDEZ RAMON
275	04-12-10-326-029	MUKES FRANK JR

276	04-12-10-326-030	SIMMONS ERIKA
277	04-12-10-326-041	TAYLOR EARL & VERZELL
278	04-12-10-326-032	SHEPHERD STEVEN L SR
279	04-12-10-326-034	SAPP JOE L
280	04-12-10-326-035	CITY OF DECATUR
281	04-12-10-327-001	CITY OF DECATUR
282	04-12-10-327-002	GONZALES SEBASTIAN B
283	04-12-10-327-003	REIF RUSSELL J & SHARNA M
284	04-12-10-327-004	CITY OF DECATUR
285	04-12-10-327-005	HOLIFIELD MALCOLM I
286	04-12-10-327-006	MACON COUNTY TRUSTEE
287	04-12-10-327-007	SNOW TERESA AND JACOBY
288	04-12-10-327-008	JARRETT SPARKLE (LESSEE)
289	04-12-10-327-009	HALAHAN PROPERTIES LLC
290	04-12-10-327-010	LINCOLN LAND ILLINOIS LAND TRUST NO 2112
291	04-12-10-327-011	HORNE KENYADDA
292	04-12-10-327-012	HILL DEDRIC, WOODS YVETTE & DENNIS LEE
293	04-12-10-327-013	WOODS DENNIS & YVETTE
294	04-12-10-327-014	MACON COUNTY TRUSTEE
295	04-12-10-327-015	CITY OF DECATUR
296	04-12-10-327-016	CITY OF DECATUR
297	04-12-10-331-001	BAKER JOHN & ERMA
298	04-12-10-331-002	WILSON T O
299	04-12-10-331-003	JERGE ALVIN J & EDNA
300	04-12-10-331-004	CITY OF DECATUR
301	04-12-10-331-005	CITY OF DECATUR
302	04-12-10-331-006	MACON COUNTY TRUSTEE
303	04-12-10-331-007	STROTHOFS PATSY L
304	04-12-10-331-008	STROTHOFS PATSY L
305	04-12-10-331-009	THOMPSON ELRICO
306	04-12-10-331-010	ANDERSON COLDWELL & BETTY
307	04-12-10-331-011	SIX INVESTMENT LLC
308	04-12-10-331-012	CARTER WILMA C
309	04-12-10-331-013	MOORE JOE A
310	04-12-10-331-014	OLOUGHLIN SHIRLEY A
311	04-12-10-331-037	ANDERSON HERBERT G & JOYCE
312	04-12-10-331-016	ANDERSON HERBERT E & JOYCE E
313	04-12-10-331-018	CITY OF DECATUR
314	04-12-10-401-001	CITY OF DECATUR
315	04-12-10-401-002	CITY OF DECATUR

316	04-12-10-401-003	CAIN ROBERT D (LEASING)
317	04-12-10-401-004	ROBERTS TAMMY
318	04-12-10-401-005	GILLIAM PATRICIA L
319	04-12-10-401-006	BALLINGER DENNIS D
320	04-12-10-401-007	MOSES DOW AND DEBORAH
321	04-12-10-401-008	BEAMS JAMES
322	04-12-10-401-009	BALLINGER DENNIS D
323	04-12-10-401-010	BALLINGER DENNIS D
324	04-12-10-401-028	BALLINGER DENNIS D
325	04-12-10-401-012	BALLINGER DENNIS D
326	04-12-10-401-014	BOEY BRANDON
327	04-12-10-401-017	WHEELER JERRY
328	04-12-10-401-018	WHEELER JERRY
329	04-12-10-401-019	HAPPY TO BE HOME INC
330	04-12-10-401-020	HARDWARE STATE BANK OF
331	04-12-10-401-021	EVANS ALBERT J
332	04-12-10-401-022	MACON COUNTY TRUSTEE
333	04-12-10-401-023	MACON COUNTY TRUSTEE
334	04-12-10-401-024	MACON COUNTY AS TRUSTEE
335	04-12-10-401-025	LEE (HAWKINS) JOYCE
336	04-12-10-401-026	WHITSETT JAMES
337	04-12-10-401-015	MACON COUNTY TRUSTEE
338	04-12-10-401-016	CITY OF DECATUR
339	04-12-10-401-027	CUNNINGHAM ROBERT I SR &
340	04-12-10-402-022	BOOKER MARY
341	04-12-10-402-002	MATTINGLY DAVID
342	04-12-10-402-004	ABBAS WASEEM
343	04-12-10-402-005	STONE JOHN E & JOAN
344	04-12-10-402-006	CUNNINGHAM ROBERT T
345	04-12-10-402-007	DAVIS WALTER S & PATRICE N
346	04-12-10-402-008	CITY OF DECATUR
347	04-12-10-402-009	CITY OF DECATUR
348	04-12-10-402-010	CITY OF DECATUR
349	04-12-10-402-011	LANG ORLANDO SR & CANDIE
350	04-12-10-402-012	ALKABASH FARES
351	04-12-10-402-013	HARRIS VERA L & RAICKETT LACHAN
352	04-12-10-402-014	HARRIS VERA L & RAICKETT LACHAN
353	04-12-10-402-015	HARRIS VERA L & RAICKETT LACHAN
354	04-12-10-402-016	WHITE JOHN THOMAS & LINDA
355	04-12-10-402-017	CITY OF DECATUR

356	04-12-10-402-018	HUFF HENRY & MCCLELLAN RUTH M
357	04-12-10-402-019	ROBINSON DIERDRE & PARNELL DEVELAJUAN T
358	04-12-10-402-020	HUFF HENRY L II
359	04-12-10-404-026	THOMPSON TIMOTHY
360	04-12-10-404-002	MANNIS PAMELA
361	04-12-10-404-003	CFRP GROUP LTD
362	04-12-10-404-006	SLOAN VICTORIA
363	04-12-10-404-007	WILLIAMS BRENDA F
364	04-12-10-404-008	BLAND MARYEDITH & FRANCIS
365	04-12-10-404-009	CITY OF DECATUR
366	04-12-10-404-010	CITY OF DECATUR
367	04-12-10-404-011	VAN GASKEN DANIEL
368	04-12-10-404-012	LEYNES ANDREW S & SHARON
369	04-12-10-404-013	JJ & CC ENTERPRISES LLC
370	04-12-10-404-014	CITY OF DECATUR
371	04-12-10-404-015	NANCE ROSIE
372	04-12-10-404-016	CITY OF DECATUR
373	04-12-10-404-017	CITY OF DECATUR
374	04-12-10-404-018	WINFREY DARNELL & PATRICIA
375	04-12-10-404-019	KELLER JACKIE L & JOYCE E
376	04-12-10-404-020	HAMILTON TIMOTHY L
377	04-12-10-404-021	HAMILTON TIMOTHY L
378	04-12-10-404-022	EVANS ALBERT J & MARILYN
379	04-12-10-404-023	FAHNESTOCK HEIDI G & LONG DONALD W JR
380	04-12-10-404-024	HILL JOHANNA B
381	04-12-10-404-025	GERBER LAWRENCE
382	04-12-10-405-001	CITY OF DECATUR
383	04-12-10-405-002	CITY OF DECATUR
384	04-12-10-405-003	CITY OF DECATUR
385	04-12-10-405-004	EVANS ALBERT & MARILYN D
386	04-12-10-405-005	KELLER JACK & JOYCE
387	04-12-10-405-006	SMITH PAUL
388	04-12-10-405-007	AYRES (HINES) LETRICE
389	04-12-10-405-008	HARDWARE STATE BANK TRUST #83
390	04-12-10-405-009	MINES BRENDA JEAN
391	04-12-10-405-010	BROWN CECIL I
392	04-12-10-405-011	LYLES DENNIS & CRYSTAL
393	04-12-10-405-012	VAN GASKEN DANIEL
394	04-12-10-405-013	PERRY REGINALD B TRUSTEE
395	04-12-10-405-014	CITY OF DECATUR

396	04-12-10-405-015	MACON COUNTY AS TRUSTEE
397	04-12-10-405-016	CRIST PHILIP B JR & LINDA
398	04-12-10-405-017	CRIST PHILIP B JR & LINDA
399	04-12-10-405-018	WALKER BETTY A
400	04-12-10-405-020	REAL ESTATE MANAGERS LLC
401	04-12-10-405-021	BIRT ROLAND R
402	04-12-10-405-022	FORREST MEGAN C
403	04-12-10-405-023	MORST MARIAN & MARK
404	04-12-10-405-024	MORSTATTER MARIAN & MARK
405	04-12-10-427-022	DUNHAM PROPERTIES INC
406	04-12-10-427-016	DUNAM PROPERTIES INC
407	04-12-10-427-017	DUNAM PROPERTIES INC
408	04-12-10-427-018	VAN GASKEN DANIEL
409	04-12-10-427-019	ELDRIDGE MANAGEMENT LLC
410	04-12-10-427-020	VAN GASKEN DANIEL
411	04-12-10-427-021	VAN GASKEN DANIEL
412	04-12-10-430-011	JACOBS WELL
413	04-12-10-430-012	CITY OF DECATUR
414	04-12-10-430-013	CITY OF DECATUR
415	04-12-10-430-014	ROBINSON RICHARD H
416	04-12-10-430-015	OPALKA RICHARD & CHARLOTTE
417	04-12-10-430-016	OPALKA RICHARD & CHARLOTTE
418	04-12-10-430-017	VAN GASKEN DANIEL
419	04-12-10-433-015	MAIN ST CHURCH OF LIVING GOD
420	04-12-10-433-016	MAIN ST CHURCH OF LIVING GOD
421	04-12-10-433-017	MAIN ST CHURCH OF LIVING GOD
422	04-12-10-433-018	MAIN STREET THE CHURCH OF THE LIVING GOD
423	04-12-10-433-019	MAIN STREET CHURCH OF THE LIVING GOD
424	04-12-10-433-020	CITY OF DECATUR
425	04-12-10-433-021	CITY OF DECATUR
426	04-12-10-433-014	SMITH CYNESA MARIE
427	04-12-10-433-022	ANTRIM F KAY
428	04-12-09-433-004	WILKINS MELVERTA
429	04-12-09-433-002	WINSTON TAYLOR INSURANCE & FINANCIAL SERV LLC
430	04-12-09-433-005	SMITH CLYDE ANTONIO
431	04-12-09-433-006	WELCH ISAIAH
432	04-12-09-433-003	ALTABALI EBTISAM & HIZAM NOMAN M
433	04-12-09-433-007	SUMMERS DAWN C
434	04-12-09-433-008	MOYER KRISTA K
435	04-12-09-433-009	HENSEN JACQULYN R

436	04-12-09-433-010	COMBS PROPERTIES LLC
437	04-12-09-433-011	SCHMIDT BRAD L
438	04-12-09-433-012	THOMAS KEITH
439	04-12-09-433-013	BOYER LINDA L & WHALEN THOMAS
440	04-12-09-434-001	JONES JEFFREY A & REBECCA S
441	04-12-09-434-007	S & R NURSING CONSULTING GROUP LLC
442	04-12-09-434-008	COOK MINNIE & FERGUSON JEREMY
443	04-12-09-434-002	FLUGAUR KATHLEEN E
444	04-12-09-434-009	VAUGHAN & SON REALTY LLC
445	04-12-09-434-003	CREIGHTON TOM
446	04-12-09-434-010	KANYEN LLC
447	04-12-09-434-004	CFRP GROUP LTD
448	04-12-09-434-011	EWALD WILLIAM G & AMBER J
449	04-12-09-434-005	LINCOLN LAND ILLINOIS LAND TRUST #5675
450	04-12-09-434-012	MILLER JAN
451	04-12-09-434-006	COOK VINCENT E
452	04-12-09-434-013	SHARP VELMA KAY & NICOLE
453	04-12-09-434-014	LIN KATHRYN S & QI LIN
454	04-12-09-434-015	GUIDISH MARK & FRIEL COURTNEY
455	04-12-09-434-016	SHAFFER JAYNE H
456	04-12-09-434-017	SHAFFER JAYNE H
457	04-12-09-434-018	ROBERTS ANDREW H
458	04-12-09-434-019	MURRAY JOYNER VIVIAN
459	04-12-09-435-001	ROCK IT PROPERTIES I LLC
460	04-12-09-435-002	KOSKI MALEA A
461	04-12-09-435-003	COLE TAMMY
462	04-12-09-435-004	EVANS CHADWICK C (CFD)
463	04-12-09-435-005	MAYBERRY ASHLEY B & BILLY E
464	04-12-09-435-006	KANYEN LLC
465	04-12-09-435-007	CREATH CHRISTOPHER
466	04-12-09-435-008	GLH REAL ESTATE CO
467	04-12-09-435-009	BYARS MARY L
468	04-12-09-435-010	VANHENTENRYCK AMANDA &
469	04-12-09-435-011	CALDWELL DESTER M
470	04-12-09-435-012	COLEMAN TAMIKA
471	04-12-09-435-014	MCKENZIE LUKE
472	04-12-09-435-015	BOOSE HELEN M
473	04-12-09-435-016	HESS DAVID & HEATHER
474	04-12-09-435-017	RY PROPERTY LLC
475	04-12-09-435-013	SMITH LESLIE & BRADY JUSTIN (CFD)

476	04-12-09-435-020	PLATINUM REALTY & PROPERTY MANAGEMENT LLC
477	04-12-10-302-001	COX ANNIE & WILLIE
478	04-12-10-302-002	RY PROPERTY LLC
479	04-12-10-302-003	GODDEN BRYAN
480	04-12-10-302-004	FIGUEROA LEE A & PEDRO
481	04-12-10-302-005	AS POSH PROPERTIES LLC
482	04-12-10-302-006	MACON COUNTY TRUSTEE
483	04-12-10-302-007	SJW PROPERTIES LLC
484	04-12-10-302-008	PATTERSON TYNESHIA M
485	04-12-10-302-009	HENSON TONY R
486	04-12-10-302-010	MANN LILLIE S & TURNBO BERNICE
487	04-12-10-302-011	SANGSTER STACEY & TONYA
488	04-12-10-302-012	JONES LASHAWN TA & KILLION-JONES
489	04-12-10-302-013	GK4 LLC
490	04-12-10-302-014	WILEY DEANDREA
491	04-12-10-302-015	SMITH ALICE B
492	04-12-10-302-016	FULKERSON ELIZABETH
493	04-12-10-302-017	WORD DORREL
494	04-12-10-302-018	BALLINGER DENNIS
495	04-12-10-302-019	BEAVERS DALE LEE
496	04-12-10-302-020	JONES CURTIS
497	04-12-10-306-001	GREEN JULIA K
498	04-12-10-306-002	TAYLOR AARON A & CHRISTINA C
499	04-12-10-306-003	SAUTER JOHN R
500	04-12-10-306-004	MITCHELL REGINA K
501	04-12-10-306-005	ABBAS WASEEM
502	04-12-10-306-006	CARTER DEBRA
503	04-12-10-306-007	BISCH PHILLIP R
504	04-12-10-306-008	SCHLOSSER FRANCES
505	04-12-10-306-009	EKISS BERT
506	04-12-10-306-010	HALAHAN PROPERTIES LLC
507	04-12-10-306-011	ISLAMOSKI-HALL TEUTA
508	04-12-10-306-012	YOUNG MICHAEL L
509	04-12-10-306-013	YOUNG MICHAEL L
510	04-12-10-306-015	BROWNE BRENDA
511	04-12-10-306-016	BROWNE BRENDA
512	04-12-10-327-017	CITY OF DECATUR
513	04-12-10-327-018	S R AND SONS LLC
514	04-12-10-327-019	CITY OF DECATUR
515	04-12-10-327-020	GRANDY JESSE R & INGRAM NICOLE E

516	04-12-10-327-021	HARPER MYLON L
517	04-12-10-327-022	CITY OF DECATUR
518	04-12-10-327-023	MACON COUNTY TRUSTEE
519	04-12-10-327-024	HUTCHINSON GARY
520	04-12-10-327-025	HUTCHINSON GARY
521	04-12-10-327-026	NEELEY CAROL
522	04-12-10-327-027	PORTER LAVERNON
523	04-12-10-327-028	DEAR TOMMY D
524	04-12-10-327-029	NEELY WILLIAM L JR
525	04-12-10-327-030	MCCLANAHAN JOHNSON
526	04-12-10-327-031	PERKINS TACONIS R
527	04-12-10-327-032	MCCLANAHAN JOHNSON
528	04-12-10-331-019	TATUM VERNICE L
529	04-12-10-331-020	MCCLANAHAN CLIFFORD E JR &
530	04-12-10-331-021	MCCLANAHAN CLIFFORD E JR &
531	04-12-10-331-022	OLAUGHLIN DAN & SHIRLEY
532	04-12-10-331-023	CASTERBERRY TARRENCE
533	04-12-10-331-024	CITY OF DECATUR
534	04-12-10-331-025	CITY OF DECATUR
535	04-12-10-331-026	TYRON SANDERS
536	04-12-10-331-027	HOLMAN DAVID T & PEGGY S
537	04-12-10-331-028	HOLMAN DAVID T & PEGGY S
538	04-12-10-331-029	LEWIS CORINA L & HUFF BARBARA A
539	04-12-10-331-030	SKOW JASON C
540	04-12-10-331-033	KUPISH JAMES A
541	04-12-10-331-034	CITY OF DECATUR
542	04-12-10-331-031	DAVIS EDWIN LYNN
543	04-12-10-331-032	JJ AND CC ENTERPRISES LLC
544	04-12-10-331-035	MACON COUNTY TRUSTEE
545	04-12-10-331-036	MOHAMED ABDU SALAH
546	04-12-09-436-005	GOLLAHON ROBERT SMITH JR
547	04-12-09-436-015	THOLEN JEFFREY J & SOTO VANNESSA V
548	04-12-09-436-006	HUFFMAN KAREN LIVING TRUST
549	04-12-09-436-007	TRICHEL TRE
550	04-12-09-436-008	CITY OF DECATUR
551	04-12-09-436-004	HUBRICH LARRY
552	04-12-09-436-009	R WOODLANDS PROPERTIES LLC
553	04-12-09-436-011	CENTRAL ILLINOIS LAND BANK AUTHORITY
554	04-12-09-436-012	POWLESS DALE & TONYA
555	04-12-09-436-013	WILLIAMS DAVID & ESSIEN LESLIE

556	04-12-09-436-014	PARKER SHARON A
557	04-12-09-437-001	MADDOX WILLIAM JR & VIRGINIA
558	04-12-09-437-002	GOBER TODD
559	04-12-09-437-003	MIDWEST ASSOCIATES LLC
560	04-12-09-437-004	SEELEY MICHAEL L
561	04-12-09-437-005	CITY OF DECATUR
562	04-12-09-437-006	JONES CORY S
563	04-12-09-437-013	CULLAM SPRINGS HOLDINGS LLC
564	04-12-09-437-014	SCHWENT CHARLENE E &
565	04-12-09-437-015	MLIPO2 LLC
566	04-12-09-437-007	WALTERS ADELLE
567	04-12-09-437-008	SANGSTER ROBERT & SHEILA
568	04-12-09-437-009	MORENO IGNACIO OCHOA
569	04-12-09-437-010	HOWELL MARSHA
570	04-12-09-437-011	SHAW BROOKE A
571	04-12-09-437-012	KBKB PROPERTIES LLC
572	04-12-09-437-016	CRUZ THOMAS R
573	04-12-09-437-017	WOODS TRESA I
574	04-12-09-437-018	BEARD DAMICHAEL D
575	04-12-09-438-001	BOURNE ENTERPRISES LLC
576	04-12-09-438-002	RONY JAY L
577	04-12-09-438-007	DOWNS MICHELLE D
578	04-12-09-438-008	LINCOLN LAND ILLINOIS LAND
579	04-12-09-438-009	BLANKENSHIP CHRISTINA
580	04-12-09-438-003	ANZELC JOSEPH P
581	04-12-09-438-020	NATIONWIDE COMMUNITY REVITALIZATION
582	04-12-09-438-010	SMITH GREEN & MICHAEL G
583	04-12-09-438-011	MID WEST MESSUAGE
584	04-12-09-438-012	BANNING DONALD L
585	04-12-09-438-006	KANYEN LLC
586	04-12-09-438-013	SMITH GREEN D & MICHAEL G
587	04-12-09-438-014	REEVES DALE & MCMILLIN CHERYL
588	04-12-09-438-015	JOHNSON JODI & CHARLOTTE
589	04-12-09-438-016	GONZALES SEBASTIAN B
590	04-12-09-438-017	SEITZ THOMAS W & HEATHER
591	04-12-09-438-018	RILEY-JONES KEWANNA (LESSEE)
592	04-12-09-438-019	BOURNE ENTERPRISES LLC
593	04-12-09-439-001	JACKIEWICZ RODNEY
594	04-12-09-439-002	CROSBY STEVEN W
595	04-12-09-439-003	WADE CHAD E & CHRISTI M

596	04-12-09-439-012	CHRISTINA BLANKENSHIP PROPERTIES LLC
597	04-12-09-439-013	CLIFF JOSETTE A
598	04-12-09-439-004	EAT1031 LLC
599	04-12-09-439-014	JOSEPH VALLIE L
600	04-12-09-439-005	J & D TEAM HOLDINGS LLC
601	04-12-09-439-015	GRAY EARL M III
602	04-12-09-439-006	SMITH TIKO
603	04-12-09-439-016	WILLIAMS DAVID
604	04-12-09-439-007	STOREY CINDY
605	04-12-09-439-017	GOLLAHON STEPHEN D (FOR LIFE) & HARDAS JANE D &
606	04-12-09-439-008	SANCHEZ-ORTIZ ANGEL G
607	04-12-09-439-018	KISTLER CLARENCE A
608	04-12-09-439-009	LOFTON SHATAVIA
609	04-12-09-439-010	THURMON RENO D
610	04-12-09-439-011	MUSCHAL ROBERT JR & SUE (CFD)
611	04-12-09-439-019	2020 DIVERSE PROPERTIES LLC
612	04-12-10-303-001	BOND IDA M & WOODROW HENRY B
613	04-12-10-303-006	BELL RONDA
614	04-12-10-303-002	MCKEE DEVLIN P
615	04-12-10-303-007	WARE ALEXIA
616	04-12-10-303-003	JESS JOSHUA
617	04-12-10-303-008	DEAR WHITNEY A
618	04-12-10-303-004	AYEN ALLEN
619	04-12-10-303-009	BURGESS MELODY
620	04-12-10-303-005	DEAN IISHA K
621	04-12-10-303-010	WICKER JOY
622	04-12-10-304-001	MUONAGO TOCHUKWU A (CFD)
623	04-12-10-304-002	BRIGHT PALMS CAPITAL LLC
624	04-12-10-304-003	BURGESS MELODY & MILLER TABITHA
625	04-12-10-304-004	WHITE MICHAEL D
626	04-12-10-304-005	BOURNE ENTERPRISES LLC
627	04-12-10-304-006	FAMILY LEASE LLC
628	04-12-10-304-007	R WOODLANDS PROPERTIES LLC
629	04-12-10-304-008	RUSSELL TINA
630	04-12-10-304-009	WRIGHT DESTANEY
631	04-12-10-304-010	VELIU BUJAMIN
632	04-12-10-304-011	TAYLOR JASON & TAMIA
633	04-12-10-305-001	FLAGG JERICA R (CFD)
634	04-12-10-305-002	BROWN CECIL IRA
635	04-12-10-305-003	BRENT DIANE M

636	04-12-10-305-004	RAINEY LILLIE
637	04-12-10-305-005	JKS PROPERTIES OF ILLINOIS LLC
638	04-12-10-305-006	DEAN IISHA K
639	04-12-10-305-009	LEYNES ANDREW & SHARON
640	04-12-10-305-007	DIXON JENECIA MINNETTE
641	04-12-10-305-010	KREHER DENNIS L
642	04-12-10-305-012	KREHER DENNIS L
643	04-12-10-305-008	WILLIAMS FLOYD G & MAE F
644	04-12-10-305-011	MAPLE TIFFANY M
645	04-12-10-305-013	MAPLE TIFFANY M
646	04-12-10-305-014	JOHNSON CHERI
647	04-12-10-305-015	NEFF RICHARD & MARY
648	04-12-10-305-016	BRADFORD MARY L
649	04-12-10-305-017	WOODARD TELA
650	04-12-10-305-018	BROWN SARAH
651	04-12-10-305-019	WHITE TEDDI
652	04-12-10-305-020	BUIS RANDY JOE
653	04-12-10-307-001	SMITH GARNER LISA M
654	04-12-10-307-002	SMITH MICHAEL G
655	04-12-10-307-003	SULTANI VENTURES LLC
656	04-12-10-307-004	GILMORE EVERRET L
657	04-12-10-307-005	CITY OF DECATUR
658	04-12-10-307-006	KAHN SHIRAZ A
659	04-12-10-307-007	CLIFF DANNY R
660	04-12-10-307-008	IRONS JETAUN T
661	04-12-10-307-009	ABBAS WASEEM
662	04-12-10-307-010	PLANK KATIE W
663	04-12-10-307-011	CITY OF DECATUR
664	04-12-10-307-012	CITY OF DECATUR
665	04-12-10-307-013	HULLBROTHERS JOHN & JEREMY
666	04-12-10-307-014	MANNING JOSHUA D & TRACI M
667	04-12-10-307-015	MANNING JOSHUA D & TRACI M
668	04-12-10-307-016	SMITH MICHAEL G
669	04-12-10-307-017	HENDRIAN ANDREW R
670	04-12-10-307-018	SCHROETLIN JEFFREY
671	04-12-10-307-019	OWENS NICHOLAS
672	04-12-10-307-020	ALIABADI MASSOUD
673	04-12-10-307-021	JOHNSON GEORGE W
674	04-12-10-307-022	COMISKEY DANIEL J
675	04-12-10-307-023	BURKES ANDRE B

676	04-12-10-307-024	ZARCO CONSULTING CO &
677	04-12-10-307-025	BEERY DAVID F
678	04-12-10-307-026	HARRISON SHERIDAN
679	04-12-10-307-028	FAITH COMMUNITY ASSEMBLY
680	04-12-10-328-001	BROWN KATERRA
681	04-12-10-328-002	MACON COUNTY TRUSTEE
682	04-12-10-328-003	MOHAMED ABDY
683	04-12-10-328-004	CARTER JENIFER & ROBERT
684	04-12-10-328-005	CARTER JENIFER & ROBERT
685	04-12-10-328-006	KELLY THOMAS R & DARLENE R
686	04-12-10-328-007	KELLY THOMAS R & DARLENE R
687	04-12-10-328-008	KELLY THOMAS R & DARLENE R
688	04-12-10-328-009	MUSICK LEWIS E
689	04-12-10-328-010	MUSICK MATTHEW A
690	04-12-10-328-011	SANCHEZ JOSE
691	04-12-10-328-012	SANCHEZ JOSE
692	04-12-10-328-013	TRUSTEESERVICESUSA.COM LLC TRUSTEE
693	04-12-10-328-014	GRAVES JOSEPH
694	04-12-10-328-015	CASON ARNOLD JR
695	04-12-10-328-016	CASON ARNOLD JR
696	04-12-10-328-017	CASON ARNOLD JR
697	04-12-10-328-018	CASON ARNOLD
698	04-12-10-328-019	BLANKENSHIP CHRISTINA
699	04-12-10-328-020	HART KIZZY
700	04-12-10-328-021	J&D TEAM HOLDINGS LLC
701	04-12-10-328-022	SPATES NATORYA L
702	04-12-10-328-023	DOZIER LOWDOIS
703	04-12-10-329-001	CASON ARNOLD JR
704	04-12-10-329-002	CASON ARNOLD
705	04-12-10-329-003	FREEMAN MARCUS & SHARON
706	04-12-10-329-004	ROSE MASHELLE
707	04-12-10-329-005	WOODS AMY L
708	04-12-10-329-006	WILLIAMS ZACHARY A & HILL CHRISTEN E
709	04-12-10-329-007	VEAL NOVELLA
710	04-12-10-329-008	JENKINS MARY F
711	04-12-10-329-009	BARBEE LESLIE A
712	04-12-10-329-010	RASCOE MARIA R
713	04-12-10-329-011	DICKENS BOBBET R
714	04-12-10-329-012	HOMEWORK HANGOUT CLUB INC
715	04-12-10-329-013	TUCKER MARLO

716	04-12-10-329-021	SHAW ROGER SR & SANDRA K
717	04-12-10-329-017	MATTHEWS MYRIS
718	04-12-10-329-018	LONG LAMON Z
719	04-12-10-329-019	YOUNG KATRINA
720	04-12-10-329-020	PALMER DARSEY N
721	04-12-10-332-027	HERRON BRENDA J & DOZIER ALISSA
722	04-12-10-332-014	CAMPBELL JAMES JR
723	04-12-10-332-015	PLANK PAUL W
724	04-12-10-332-004	CITY OF DECATUR
725	04-12-10-332-005	PLANK DANIEL W
726	04-12-10-332-016	GUYSE DIANNE & MARGARET S
727	04-12-10-332-006	CITY OF DECATUR
728	04-12-10-332-017	BARBEE LETRISA
729	04-12-10-332-007	PIERRE PATRICK L P.A.
730	04-12-10-332-018	ADAMS JANIERA
731	04-12-10-332-008	CITY OF DECATUR
732	04-12-10-332-009	SNOW TERESA AND JOCOBY
733	04-12-10-332-019	SINGLETON SHEILEONA & AMBROSE SHEILA
734	04-12-10-332-010	TIPS ENTERPRISE LLC
735	04-12-10-332-020	AMBROSE SHEILA & SHERA
736	04-12-10-332-011	SOMBRIGHT LARRY D
737	04-12-10-332-021	AMBROSE KENNETH L &
738	04-12-10-332-028	HUNT PATRICK
739	04-12-10-332-022	BROWN CECIL & KAREN
740	04-12-10-332-023	HUNT PATRICK (CFD)
741	04-12-10-332-024	KERR JEFFERY
742	04-12-10-332-025	WILSON PATRICIA A
743	04-12-10-333-001	BARRON ANDRE
744	04-12-10-333-002	JACKSON ROBERT L
745	04-12-10-333-013	KING FELICIA C
746	04-12-10-333-014	COTTON SHADAVIA
747	04-12-10-333-003	HAWKINS TALLEY & QUINZELL M
748	04-12-10-333-015	WHITE CHARLIE T
749	04-12-10-333-004	YOUNG KATRINA
750	04-12-10-333-005	WILLIS TREVA
751	04-12-10-333-016	WILLIS TREVA
752	04-12-10-333-006	GUYSE BILLY L
753	04-12-10-333-017	WILLIS TREVA
754	04-12-10-333-027	HARVEY LARRY E
755	04-12-10-333-009	HALAHAN PROPERTIES LLC

756	04-12-10-333-018	NICHOLS MARY
757	04-12-10-333-010	CITY OF DECATUR
758	04-12-10-333-026	PERKINS HARRISON & ADLER ANGELA
759	04-12-10-333-019	WILDER PORTIA
760	04-12-10-333-020	PLATO FARRAH S
761	04-12-10-333-021	CITY OF DECATUR
762	04-12-10-333-022	SHOULTS DENNIS
763	04-12-10-333-023	WILLIFORD DEMETRA R
764	04-12-10-333-024	CARTER PATTY
765	04-12-10-333-025	CARTER PATTY
766	04-12-10-407-001	VAN GASKEN DANIEL
767	04-12-10-407-002	ANDERSON SCOTT
768	04-12-10-407-003	MACON COUNTY TRUSTEE
769	04-12-10-407-004	CITY OF DECATUR
770	04-12-10-407-005	CITY OF DECATUR
771	04-12-10-407-007	CITY OF DECATUR
772	04-12-10-407-008	CITY OF DECATUR
773	04-12-10-407-009	BARNSTABLE GERALD C
774	04-12-10-407-024	GOFORTH STATEVEON D
775	04-12-10-407-012	CALVARY TEMPLE CHURCH
776	04-12-10-407-013	CALVARY TEMPLE CHURCH
777	04-12-10-407-014	CALVARY TEMPLE CHURCH
778	04-12-10-407-015	CALVARY TEMPLE CHURCH OF GOD IN CHRIST
779	04-12-10-407-016	WOODS ROBERT E & GERDA
780	04-12-10-407-017	WOODS ROBERT E & GERDA
781	04-12-10-407-018	JOYNER DASHAY & BOND SAYAUNA
782	04-12-10-407-019	CITY OF DECATUR
783	04-12-10-407-020	CITY OF DECATUR
784	04-12-10-407-021	CITY OF DECATUR
785	04-12-10-407-022	CITY OF DECATUR
786	04-12-10-407-023	CITY OF DECATUR
787	04-12-10-408-001	CALVARY TEMPLE CHURCH OF GOD
788	04-12-10-408-002	FULLER BRINDEL H
789	04-12-10-408-003	CALVARY TEMPLE CHURCH
790	04-12-10-408-004	ARMANTROUT ROBERT J & TVONNE C
791	04-12-10-408-005	ARMANTROUT ROBERT J & YVONNE C
792	04-12-10-408-006	AMBROSE KENNETH L & SHEILA
793	04-12-10-408-007	AMBROSE KENNETH L & SHEILA
794	04-12-10-408-008	SINGLETON BILLY
795	04-12-10-408-009	MACON COUNTY TRUSTEE

796	04-12-10-408-010	MACON COUNTY TRUSTEE
797	04-12-10-408-011	BENZ MERCEDES C
798	04-12-10-408-012	BENZ MERCEDES C
799	04-12-10-408-013	BENZ MERCEDES C
800	04-12-10-408-014	BENZ MERCEDES C
801	04-12-10-408-015	CARRINGTON JOHN B
802	04-12-10-408-016	CITY OF DECATUR
803	04-12-10-408-017	BROWN HOMER M
804	04-12-10-408-018	CITY OF DECATUR
805	04-12-09-476-001	HAYES CORTNEY
806	04-12-09-476-011	ONATE SAMUEL M
807	04-12-09-476-002	SCRIMPSHER MICHELLE
808	04-12-09-476-012	TAYLOR LIGEIA J
809	04-12-09-476-003	BOLIN ROBERT M & DIANA G
810	04-12-09-476-013	BOLIN ROBERT M
811	04-12-09-476-004	BOLIN ROBERT M
812	04-12-09-476-005	BERRY ALAN
813	04-12-09-476-015	PENA ESMERALDA
814	04-12-09-476-006	AUFRECHT BEVIN
815	04-12-09-476-028	MAXOVER LLC
816	04-12-09-476-007	PLACE JAMES
817	04-12-09-476-018	RUSTEMEYER ANGELA R
818	04-12-09-476-008	BROWN BEVERLY
819	04-12-09-476-019	MASCHOFF LARRY
820	04-12-09-476-010	EMPIRE TAX CORP
821	04-12-09-476-021	SWARTZ LESLIE W & LABONNE S
822	04-12-09-476-023	ALVAREZ PABLO & ANGELICA
823	04-12-09-476-024	BOURNE ENTERPRISES LLC
824	04-12-09-476-025	LEACH RICKY LEE
825	04-12-09-476-026	SWARTZ SR LESLIE W &
826	04-12-09-476-027	SWARTZ LESLIE &
827	04-12-09-477-001	ANDERSON CASSANDRA R & JOSE
828	04-12-09-477-002	WALKER WILLIAM H & CYNTHIA A
829	04-12-09-477-003	HORTON KRISTEN LEE
830	04-12-09-477-004	CARLSON SHELBY
831	04-12-09-477-005	LEIGH JAMES A
832	04-12-09-477-006	FICK JOHN E & NORMA J
833	04-12-09-477-007	BOLINE ROCHELLE & ANDREW
834	04-12-09-477-016	AUFRECHT BEVIN &
835	04-12-09-477-008	DUNCAN ERIC L

836	04-12-09-477-017	DEAR ANTONIA & MINOR CORDARYL (LESSEE)
837	04-12-09-477-009	JENKINS RICHARD
838	04-12-09-477-018	DEAR ANTONIA
839	04-12-09-477-010	SWARTZ MICHAEL D
840	04-12-09-477-019	TOWNES KEVIN E
841	04-12-09-477-011	SPARENBERG AMY M
842	04-12-09-477-020	FRIEDEN AARON
843	04-12-09-477-012	AUFRECHT BEVIN &
844	04-12-09-477-021	FEARN DYANNE
845	04-12-09-477-013	JBM INVESTMENT GROUP INC
846	04-12-09-477-022	LUBICH JASON W & KOONCE JARED
847	04-12-09-477-014	LAMB GARY
848	04-12-09-477-015	LAMB GARY
849	04-12-09-477-024	FARMER MELISHA & W D III (CFD)
850	04-12-09-477-025	JOHNSON MORRIS L & LOU ANN
851	04-12-09-477-026	CARDER STEPHANIE
852	04-12-09-477-027	BOLIN ROBERT
853	04-12-09-477-028	TROSPER LINDA
854	04-12-09-477-029	MCGUIRE WILLIAM J
855	04-12-09-478-001	THOMAS PHILLIP J &
856	04-12-09-478-002	ARCE ANNA M
857	04-12-09-478-003	CARMAN BRIAN
858	04-12-09-478-004	BOURNE ENTERPRISES LLC
859	04-12-09-478-005	KEY ENTERPRISES
860	04-12-09-478-006	MEADOWS LUSTER H & MARQUETTE R
861	04-12-09-478-007	BACH BRIAN J
862	04-12-09-478-016	BARNETT JOANNA
863	04-12-09-478-008	BROOKS PHEBA ELLEN
864	04-12-09-478-017	BREEZE ROBERT M & LYNN ANN
865	04-12-09-478-009	TMG PROPERTIES OF MACON COUNTY LLC
866	04-12-09-478-018	BROWN STEVE & CINDY
867	04-12-09-478-010	SANDERS CHRISTINA L
868	04-12-09-478-019	BROWN MILDRED
869	04-12-09-478-011	SCHILAWSKI KYLE
870	04-12-09-478-020	KELLAMS GARY
871	04-12-09-478-012	JOHNSON WILLIAM L &
872	04-12-09-478-021	KELLAMS GARY L
873	04-12-09-478-013	HUTCHINS JANICE
874	04-12-09-478-022	BURCHAM JOHN & DEBORAH
875	04-12-09-478-015	WILK COMPANY OF ILLINOIS

876	04-12-09-478-023	CRUE LASHON & SAVAGE PURLIE
877	04-12-09-478-025	HENRY GINA
878	04-12-09-478-026	ELITE HOME SERVICES LLC
879	04-12-09-478-027	ALDRICH PAMELA S
880	04-12-09-478-028	WILDER SABRINA L
881	04-12-09-478-029	CARNES-HARRIS KATHY J
882	04-12-09-478-030	MOORE TIM L &
883	04-12-09-479-028	HOGAN CIANTA R
884	04-12-09-479-002	R WOODLANDS PROPERTIES LLC
885	04-12-09-479-029	BENTON SHERIE L &
886	04-12-09-479-011	BOOKER MARY D
887	04-12-09-479-012	BRENT DIANE M
888	04-12-09-479-004	BRADSHAW MICHELLE
889	04-12-09-479-013	TRUST 23
890	04-12-09-479-005	WILSON PEARLETHA
891	04-12-09-479-014	SPATES ZANNIE RAY
892	04-12-09-479-006	FIAD BILAL
893	04-12-09-479-007	FAMILY LEASE LLC
894	04-12-09-479-015	HICKS LOU ELLA
895	04-12-09-479-008	HENEGHAN DONNA MARIE
896	04-12-09-479-017	COOPER DENNIS R & VIRGINIA A
897	04-12-09-479-009	HUGHES CYNTHIA K
898	04-12-09-479-010	WILLIAMS JOHN JR
899	04-12-09-479-018	JOYNER SANDRA
900	04-12-09-479-027	WASHINGTON ANTHONY Q
901	04-12-09-479-022	GRAHAM HERSHEL & PATRICIA
902	04-12-09-479-023	MILLER-WAKEMAN SAUNDRA S &
903	04-12-09-479-024	HOLLOWAY WILLIE T
904	04-12-09-479-025	WILLIAMS JOHN W & SHEILA M
905	04-12-09-479-026	WILLIAMS SIDNEY E
906	04-12-10-351-001	MT ZION MISSIONARY BAPTIST CHURCH
907	04-12-10-351-002	MT ZION MISSIONARY BAPTIST CHURCH
908	04-12-10-351-003	PERALTA LUIS F & DAYSI A
909	04-12-10-351-004	WILLIAMS BRYAN & DENESE
910	04-12-10-351-005	MULL REGINALD A & ALISON
911	04-12-10-351-006	LUCAS MICHAEL W
912	04-12-10-351-007	C & J LEGACY LLC
913	04-12-10-351-008	C & J LEGACY LLC
914	04-12-10-351-009	WHITELOW DIANA & TAWANNA
915	04-12-10-351-010	BLANKENSHIP CHRISTINA

916	04-12-10-351-011	TAYLOR DWYANE G & LEKEL
917	04-12-10-351-012	MILLER-COATS ANDRALL (CFD)
918	04-12-10-351-013	ALLEN GUY M
919	04-12-10-351-014	SINGLETON ROOSEVELT & RUTHIE
920	04-12-10-351-015	FRONK JODY
921	04-12-10-351-016	BOURNE ENTERPRISES LLC
922	04-12-10-351-017	RUSSELL JOHN E JR
923	04-12-10-351-018	PARKS MARILYN (KROTZ)
924	04-12-10-351-019	GUYSE MELVIN G & BILLY L & GUYSE-PARTEE DIANNE
925	04-12-10-351-020	FOREMAN JOHN MICHAEL & MARY L
926	04-12-10-351-021	KALALA FRANCOIS & ESPERANCE T
927	04-12-10-351-022	RAY BRIAN C & MARY E
928	04-12-10-351-023	BRYSON SR JEROME
929	04-12-10-351-024	ENDRIS SOPHIA R
930	04-12-10-351-025	DAVIS JOHN W & JUDY
931	04-12-10-351-026	BOUNDS EDWARD & EARLINE
932	04-12-10-351-027	MARTIN GEORGIA
933	04-12-10-352-001	WILDER SIDNEY JR & MARY HELEN
934	04-12-10-352-002	LUCAS MICHAEL W
935	04-12-10-352-014	PERALTA LUIS A & JAVIER DAYSI A
936	04-12-10-352-003	JOHNSON (THOMPSON) LISA A
937	04-12-10-352-004	WILDER TOMMIE & COTTON MARIE
938	04-12-10-352-005	BAKER RONALD E & MARGARETHA
939	04-12-10-352-006	WILSON FRANK L & DIANE
940	04-12-10-352-007	PUBLICANI INVESTENT CORP
941	04-12-10-352-008	WILLIAMS LARRY M & JANNEY
942	04-12-10-352-009	HOLDER SCOTT L & SUZANNE R
943	04-12-10-352-010	EVANS ALBERT
944	04-12-10-352-011	FAKES SAMUEL J & EDITH
945	04-12-10-352-012	BISCUIT PROPERTIES LLC
946	04-12-10-352-013	AMOS DESMOND
947	04-12-10-352-015	RICHMOND JEWEL
948	04-12-10-352-016	WILLIAMS JOHN W & SHEILA
949	04-12-10-352-017	COBB CLIFFORD D
950	04-12-10-352-018	COBB CLIFFORD D
951	04-12-10-352-019	CRUZ CHEUNITA R
952	04-12-10-352-020	SITUS CULTIVATION LLC
953	04-12-10-352-021	ESCALANTE RENE A & MADELLINE S
954	04-12-10-352-022	ESCALANTE RENE A & MADELLINE S
955	04-12-10-352-030	HUDSON AUBREY & BERTHA

956	04-12-10-352-026	KERSCHNER LONDRA
957	04-12-10-352-025	CHARGOIS TANJA L
958	04-12-10-352-027	COLEMAN ROY JR & DARLENE
959	04-12-10-352-028	DAWSON GERALD R & BEA M
960	04-12-10-352-029	BANKS RONNIE D SR & GOLA M
961	04-12-10-355-001	HICKS ELLA
962	04-12-10-355-002	COMMUNITY CHURCH OF GOD
963	04-12-10-355-003	COMMUNITY CHURCH OF GOD
964	04-12-10-355-004	OWENS FLINN THERESA
965	04-12-10-355-005	CITY OF DECATUR
966	04-12-10-355-006	MARIN ALICIA
967	04-12-10-355-007	MARIN ALICIA
968	04-12-10-355-008	MARQUEZ WILLIAM PEREZ
969	04-12-10-355-009	REED-BURRIOS MICHAEL JR & LAWSON WHITNEY
970	04-12-10-355-010	SMITH MICHAEL G
971	04-12-10-355-011	SMALLPLEX INVESTMENTS LLC
972	04-12-10-355-012	MCGEE EUGENE Q
973	04-12-10-355-014	SHAW JATAVIA (LESSEE)
974	04-12-10-355-016	CITY OF DECATUR
975	04-12-10-355-017	JONES JEFFERY JAY
976	04-12-10-355-030	MCDANIEL LUANN
977	04-12-10-355-020	FAMILY LEASE LLC
978	04-12-10-355-021	YOUNG ARTHUR & ALMA
979	04-12-10-355-022	ALIABADI MASSOUD
980	04-12-10-355-023	LEE TALISHA
981	04-12-10-355-024	LEE TALISHA D
982	04-12-10-355-025	GENESIS CHETRANCOLO
983	04-12-10-355-026	VAN DOLAH JODY L
984	04-12-10-355-027	SIMS JULIAN
985	04-12-10-355-028	GRAVES RODNEY D
986	04-12-10-356-001	MADDING TYLER
987	04-12-10-356-002	CITY OF DECATUR
988	04-12-10-356-003	CITY OF DECATUR
989	04-12-10-356-004	POWERS ASKARI
990	04-12-10-356-005	CITY OF DECATUR
991	04-12-10-356-006	YOUNG ARTHUR JR & ALMA
992	04-12-10-356-007	HALLIBURTON ANTHONY
993	04-12-10-356-008	GARDNER GALEN VANCE
994	04-12-10-356-009	PATTERSON THOMAS G
995	04-12-10-356-010	CITY OF DECATUR

996	04-12-10-356-011	CITY OF DECATUR
997	04-12-10-356-012	HESS KIMONI
998	04-12-10-356-013	VISION REALTY TECH LLC
999	04-12-10-356-014	J & B DECATUR FOUNDATION LLC
1000	04-12-10-356-017	PRIEST BRAYDEN A & MORGAN E (CFD)
1001	04-12-10-356-034	LOCKHART LORI A
1002	04-12-10-356-020	WRIGHT SAVEON
1003	04-12-10-356-021	CORNERSTONE FULL GOSPEL
1004	04-12-10-356-022	CORNERSTONE FULL GOSPEL
1005	04-12-10-356-023	CORNERSTONE FULL GOSPEL
1006	04-12-10-356-024	BEAMAN TINA & PAUL
1007	04-12-10-356-025	HARDWARE STATE BANK LOVINGTON
1008	04-12-10-356-026	JARVIS JOE
1009	04-12-10-356-027	ROSS ROCHELLE
1010	04-12-10-356-028	ALIABADI MASSOUD
1011	04-12-10-356-029	HOOD JOHNNY & VERSIE
1012	04-12-10-356-030	CITY OF DECATUR
1013	04-12-10-356-032	CRUZ JR THEODORE ET AL
1014	04-12-10-356-033	CRUZ THEODORE
1015	04-12-10-376-037	GRAVES RODNEY SR & ANGELA
1016	04-12-10-376-003	GRAVES RODNEY
1017	04-12-10-376-004	GRAVES RODNEY
1018	04-12-10-376-005	HOPE REI LLC
1019	04-12-10-376-006	JONES ROSSIE L & LUCILE &
1020	04-12-10-376-007	COLE GLORIA D
1021	04-12-10-376-008	AMBROSE SHEILA
1022	04-12-10-376-009	AMBROSE SHEILA
1023	04-12-10-376-010	HADDEN MICHAEL S & ERIN K
1024	04-12-10-376-011	DECATUR HOUSING AUTHORITY
1025	04-12-10-376-012	DECATUR HOUSING AUTHORITY
1026	04-12-10-376-013	CITY OF DECATUR
1027	04-12-10-376-014	CHAPPLE ANTHONY S
1028	04-12-10-376-015	ROWE CARLA
1029	04-12-10-376-016	ABBAS WASEEM
1030	04-12-10-376-017	FISHER JASON W
1031	04-12-10-376-018	HOPE REI LLC
1032	04-12-10-376-019	MACON COUNTY TRUSTEE
1033	04-12-10-376-020	ALKABSH ABDALMALIK SALEH
1034	04-12-10-376-021	ALKABSH ABDALMALIK SALEH
1035	04-12-10-376-022	ALKABSH ABDALMALIK SALEH

1036	04-12-10-376-023	ALKABSH ABDALMALIK SALEH
1037	04-12-10-376-024	ALKABSH ABDALMALIK SALEH
1038	04-12-10-376-025	CITY OF DECATUR
1039	04-12-10-376-026	PEALER JASON L
1040	04-12-10-376-027	PEALER JASON L
1041	04-12-10-376-028	FOX WILLIE
1042	04-12-10-376-029	CITY OF DECATUR
1043	04-12-10-376-030	SUKA PONI R & MICHAEL R
1044	04-12-10-376-031	CITY OF DECATUR
1045	04-12-10-376-032	WITHERSPOON MARTEZ
1046	04-12-10-376-033	WEAVER KENNETH L
1047	04-12-10-376-034	BOND TACORIA
1048	04-12-10-376-035	CITY OF DECATUR
1049	04-12-10-376-036	BCL PROPERTIES LLC, SERIES 6
1050	04-12-10-377-001	YOUNG KATRINA
1051	04-12-10-377-002	GOLDEN MARY E
1052	04-12-10-377-003	BUCKNER DEREK (CFD)
1053	04-12-10-377-004	CITY OF DECATUR
1054	04-12-10-377-005	CITY OF DECATUR
1055	04-12-10-377-031	CITY OF DECATUR
1056	04-12-10-377-008	REED NICOLE R
1057	04-12-10-377-032	BELUE JOANNE LOUISE AND GREGORY ALAN
1058	04-12-10-377-033	CITY OF DECATUR
1059	04-12-10-377-010	CITY OF DECATUR
1060	04-12-10-377-011	COGHIEL GARNETT & NEMBHARD LESLINE
1061	04-12-10-377-012	BATES JESSIE
1062	04-12-10-377-013	ROLAX BARBARA
1063	04-12-10-377-014	TAYLOR MARCUS A
1064	04-12-10-377-015	SENTINEL PEST CONTROL CO INC
1065	04-12-10-377-016	SENTINEL PEST CONTROL CO INC
1066	04-12-10-377-017	REID LEONARD W & D JEAN
1067	04-12-10-377-019	PHILLIPS DOROTHY
1068	04-12-10-377-020	ROBINSON MARY M
1069	04-12-10-377-021	CITY OF DECATUR
1070	04-12-10-377-022	OWENS JAQUAY R
1071	04-12-10-377-023	SMITH JASON
1072	04-12-10-377-024	RAINER ROSSIE L
1073	04-12-10-377-025	CITY OF DECATUR
1074	04-12-10-377-026	TAYLOR MILDRED
1075	04-12-10-377-027	FRATERNAL ORDER OF EAGLES

1076	04-12-10-377-028	TRS OF DECATUR AERIE #507
1077	04-12-10-377-029	CITY OF DECATUR
1078	04-12-10-377-030	FRATERNAL ORDER OF THE
1079	04-12-10-451-001	BALLINGER DENNIS D
1080	04-12-10-451-002	BALLINGER DENNIS D
1081	04-12-10-451-003	BALLINGER DENNIS D
1082	04-12-10-451-004	BALLINGER DENNIS D
1083	04-12-10-451-005	BALLINGER DENNIS D
1084	04-12-10-451-006	DABULSKIS ROBERT
1085	04-12-10-451-007	BALLINGER DENNIS D
1086	04-12-10-451-008	DOMESTIC TAX SERVICE CO
1087	04-12-10-451-012	MAIN STREET CHURCH OF LIVING
1088	04-12-10-451-013	BOND STEVEN
1089	04-12-10-451-014	CONNER LORI A
1090	04-12-10-451-015	TAYLOR WILLIE ALEX
1091	04-12-10-451-016	DOUGLAS MARTHA & ESTELLA
1092	04-12-10-451-017	CITY OF DECATUR
1093	04-12-10-451-018	CITY OF DECATUR
1094	04-12-10-451-019	TAYLOR YVONNE
1095	04-12-10-451-020	CITY OF DECATUR
1096	04-12-10-451-021	CITY OF DECATUR
1097	04-12-10-451-022	MINT INVESTMENTS LLC
1098	04-12-10-451-023	DELA VEGA ROBLEDOS
1099	04-12-10-451-024	MACON COUNTY TRUSTEE
1100	04-12-10-451-025	DEBERRY GAUSE BRENDA L
1101	04-12-10-451-026	HOFF NORMAN K & MARGARET
1102	04-12-10-452-001	TAYLOR YVONNE
1103	04-12-10-452-031	CITY OF DECATUR
1104	04-12-10-452-032	CITY OF DECATUR
1105	04-12-10-452-005	TAYLOR YVONNE
1106	04-12-10-452-006	CITY OF DECATUR
1107	04-12-10-452-007	TURNER LAMONITRICE
1108	04-12-10-452-008	HARPER GLORIA
1109	04-12-10-452-029	JELKS DIANE E
1110	04-12-10-452-011	ABW PROPERTIES LLC
1111	04-12-10-452-012	ANDREWS ANTONIO
1112	04-12-10-452-013	OLD KINGS ORCHARD COMMUNITY CENTER
1113	04-12-10-452-014	ESPINOZA GENE RIGOBERTO
1114	04-12-10-452-015	OLD KINGS ORCHARD COMMUNITY CENTER
1115	04-12-10-452-017	OLD KINGS ORCHARD COMMUNITY CENTER

1116	04-12-10-452-018	OLD KINGS ORCHARD CENTER
1117	04-12-10-452-019	OLD KINGS ORCHARD COMMUNITY CENTER
1118	04-12-10-452-020	OLD KINGS ORCHARD COMMUNITY CENTER
1119	04-12-10-452-021	MCGRATH SARAH J (LIFE EST) &
1120	04-12-10-452-034	MUNSON GRANT NANCY JO & STEVE
1121	04-12-10-452-024	BRAMLETT JAMES
1122	04-12-10-452-025	BUMGARNER JACKSON & BONNIE
1123	04-12-10-452-026	SCROGGINS HAROLD L
1124	04-12-10-452-027	MACON COUNTY TRUSTEE
1125	04-12-10-452-028	WELLS JEWEL
1126	04-12-09-456-022	IL SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS (
1127	04-12-09-456-021	CITY OF DECATUR, AN ILLINOIS MUNICIPALITY
1128	04-12-09-480-001	ALL FOR SOULS TABERNACLE
1129	04-12-09-480-002	BAKER JOHNNY
1130	04-12-09-480-003	BAKER JOHNNY
1131	04-12-09-480-004	NICHOLLS JAMES E & NANCY A
1132	04-12-09-480-005	KOPETZ JEFFREY D & SHELIA
1133	04-12-09-480-006	CHARGOIS JOHN L & LESSIE
1134	04-12-09-480-007	SPITZER CHASE R
1135	04-12-09-480-008	HINTON MICHAEL J
1136	04-12-09-480-009	HUGHES RANDALL LEE (CFD)
1137	04-12-09-480-010	LEDBETTER JAMES M & LINDA D
1138	04-12-09-480-011	QATTOUM SAJED
1139	04-12-09-480-012	MASSEY ROBERTA & HOOKER PATRICIA
1140	04-12-09-480-013	TP PENSION LLC
1141	04-12-09-480-015	WILLIAMS LILLIAN M & DURBIN
1142	04-12-09-480-016	LAWRENCE BOBBY
1143	04-12-09-480-017	LEE LINCOLN A JR
1144	04-12-09-480-018	EDDLEMAN GLEN
1145	04-12-09-480-019	CITY OF DECATUR
1146	04-12-09-480-020	S R AND SONS LLC
1147	04-12-09-480-021	COLEMAN CARISSA
1148	04-12-09-480-022	MACON COUNTY TRUSTEE
1149	04-12-09-480-023	JENKINS ROBERT
1150	04-12-09-480-024	VAZQUEZ JOSE
1151	04-12-09-480-025	LAND OF LAND INC
1152	04-12-09-480-026	BOWLING ROBERT P & SANDRA
1153	04-12-09-480-027	THOMAS ROZENA
1154	04-12-09-480-028	YOUNG L C & WILLIE LOU
1155	04-12-09-480-029	CLARK JASON

1156	04-12-09-482-001	MACON COUNTY TRUSTEE
1157	04-12-09-482-002	ALVAREZ HORACIO & BRENDA
1158	04-12-09-482-003	BRADFORD ASHLEI
1159	04-12-09-482-004	MACON COUNTY TRUSTEE
1160	04-12-09-482-019	ROBINSON RICHARD A
1161	04-12-09-482-008	HORNE KENYADDA
1162	04-12-09-482-009	KUPISH JAMES A
1163	04-12-09-482-010	KUPISH JAMES A
1164	04-12-09-482-011	KUPISH JAMES A
1165	04-12-09-482-012	GOIN SAMUEL W
1166	04-12-09-482-020	CITY OF DECATUR
1167	04-12-09-482-015	MIZE MICHAEL D
1168	04-12-09-482-016	BALLINGER DENNIS D
1169	04-12-09-482-017	TLC PROPERTIES INC
1170	04-12-09-482-018	KUPISH JAMES
1171	04-12-09-481-001	TP PENSION LLC
1172	04-12-09-481-002	WATSON CASEY
1173	04-12-09-481-003	WILDER MICHAEL & LOUELLA
1174	04-12-09-481-004	RICHARDSON KRYSTAL L
1175	04-12-09-481-005	FRANKLIN TAMARA
1176	04-12-09-481-006	MAYFIELD JOHN C
1177	04-12-09-481-007	PLACE JAMES
1178	04-12-09-481-008	LINCOLN LAND ILLINOIS LAND TR
1179	04-12-09-481-009	PLACE JAMES L
1180	04-12-09-481-035	PATTERSON JAMES JR & BARBARA
1181	04-12-09-481-034	PATTERSON BARBARA JEAN (FOR LIFE) &
1182	04-12-09-481-012	STEVENS CRAIG L
1183	04-12-09-481-013	RISBY JACQUELINE & CARLOS
1184	04-12-09-481-014	OYLER LIANNE & ALEXANDER
1185	04-12-09-481-015	KELLER SEAN E
1186	04-12-09-481-016	R WOODLANDS PROPERTIES LLC
1187	04-12-09-481-017	MCGOWAN LILLIAN
1188	04-12-09-481-018	OWENS CARISSA
1189	04-12-09-481-019	CFRP GROUP LTD
1190	04-12-09-481-032	JONES BOBBY
1191	04-12-09-481-022	SLAW CONNIE
1192	04-12-09-481-023	CITY OF DECATUR
1193	04-12-09-481-024	GAUSE J D & MARY LEE
1194	04-12-09-481-025	CLARK FREDDIE
1195	04-12-09-481-026	D & M LLP

1196	04-12-09-481-027	REED FRANK
1197	04-12-09-481-028	CITY OF DECATUR
1198	04-12-09-481-029	MITCHELL LAURINDA
1199	04-12-09-481-030	WATERS THOMAS
1200	04-12-09-481-031	CASON ARNOLD JR
1201	04-12-09-483-001	SLATER CHARITY L
1202	04-12-09-483-002	PERKINS TAKINA
1203	04-12-09-483-003	MACON COUNTY TRUSTEE
1204	04-12-09-483-004	MERRIWEATHER JOHNNIE PEARL
1205	04-12-09-483-005	MACON COUNTY TRUSTEE
1206	04-12-09-483-006	MACON COUNTY TRUSTEE
1207	04-12-09-483-007	JONES ANJENETTE
1208	04-12-09-483-008	JONES ANJENETTE
1209	04-12-09-483-009	BONN JIMMIE R
1210	04-12-09-483-017	OSCAR FLORES SERVICES INC
1211	04-12-09-483-011	WILSON PATRICIA
1212	04-12-09-483-013	PITMAN REALTY LLC
1213	04-12-09-483-014	CITY OF DECATUR
1214	04-12-09-483-015	CASON VINETTIA
1215	04-12-09-483-016	OSCAR FLORES SERVICES LLC
1216	04-12-09-483-017	OSCAR FLORES SERVICES INC
1217	04-12-10-353-001	MACON COUNTY TRUSTEE
1218	04-12-10-353-002	RAWLS JERRY C
1219	04-12-10-353-003	HARSH MICHAEL & ONTIVERAS LLESENA
1220	04-12-10-353-004	FREEMAN LASHIEKA & KING JOHNQUIL
1221	04-12-10-353-005	ALLISON GARY L & GLORIA J TRUSTEES
1222	04-12-10-353-006	GREATER PLANS PROPERTIES LLC
1223	04-12-10-353-007	FOX DORTHEA
1224	04-12-10-353-008	WARD JOHN E & BARBARA
1225	04-12-10-353-009	MANN AMBER
1226	04-12-10-353-010	BINKLEY LOUIS
1227	04-12-10-353-011	MACON COUNTY AS TRUSTEE
1228	04-12-10-353-012	WALKER ADAM DEAN
1229	04-12-10-353-013	JERGE EDNA L & A J
1230	04-12-10-353-014	JERGE EDNA L & A J
1231	04-12-10-353-015	BANKS MICHELE R
1232	04-12-10-353-016	DEAR CHERRONDA
1233	04-12-10-353-017	CARNEY IVERSON S
1234	04-12-10-353-020	WALKER WILLIAM G
1235	04-12-10-353-021	THOMPSON KRISTOPHER

1236	04-12-10-353-022	VAIL ERIC & JANICE
1237	04-12-10-353-023	BOND VERNOLL
1238	04-12-10-353-024	BAKER DEANGELA M & WATSON LUELLA M
1239	04-12-10-353-025	MADISON ROBERT C JR
1240	04-12-10-353-026	WILLIAMS RICHARD L
1241	04-12-10-353-027	BUNCH JAMICYA
1242	04-12-10-353-028	BUNCH JAMICYA
1243	04-12-10-353-029	BUNCH (CUNNINGHAM) JAMICYA
1244	04-12-10-353-030	MITCHELL MICHAEL LYNN
1245	04-12-10-353-031	MITCHELL MICHAEL LYNN
1246	04-12-10-353-032	HILL SHAQUILA
1247	04-12-10-353-033	SPATES PAUL ALLEN
1248	04-12-10-353-018	CITY OF DECATUR
1249	04-12-10-353-019	MINOR C L & MARIE
1250	04-12-10-353-034	AGNEW MESHKA STARR
1251	04-12-10-353-035	AGNEW MESHKA STARR
1252	04-12-10-354-001	ROBERTS CRYSTAL A & BAILEY KRISTY M
1253	04-12-10-354-002	CRUE ANGELA
1254	04-12-10-354-003	FONVILLE HENRI A HACK
1255	04-12-10-354-004	CRUE ANGELA
1256	04-12-10-354-005	MITCHELL ALVELL SR
1257	04-12-10-354-006	MACON COUNTY TRUSTEE
1258	04-12-10-354-007	POWELL JULIUS
1259	04-12-10-354-008	CITY OF DECATUR
1260	04-12-10-354-009	CITY OF DECATUR
1261	04-12-10-354-010	MCELRATH JOLEE
1262	04-12-10-354-011	MABON JAMES E & CHERRY
1263	04-12-10-354-013	EWING MELODY L
1264	04-12-10-354-014	AGNEW MICKEY D & SUSAN
1265	04-12-10-354-015	CITY OF DECATUR
1266	04-12-10-354-016	CITY OF DECATUR
1267	04-12-10-354-017	CITY OF DECATUR
1268	04-12-10-354-020	MROTZEK CARL B
1269	04-12-10-357-001	S&R NURSE CONSULTING GROUP LLC
1270	04-12-10-357-002	EVANS BEVERLY V
1271	04-12-10-357-017	WATTS SONDRAL
1272	04-12-10-357-003	SAPP JOE L
1273	04-12-10-357-004	CITY OF DECATUR
1274	04-12-10-357-005	CITY OF DECATUR
1275	04-12-10-357-006	BANNING JAMES M

1276	04-12-10-357-007	CITY OF DECATUR
1277	04-12-10-357-008	MACON COUNTY AS TRUSTEE
1278	04-12-10-357-009	CITY OF DECATUR
1279	04-12-10-357-010	CITY OF DECATUR
1280	04-12-10-357-011	BLACK BRUCE E
1281	04-12-10-357-012	REDDING CARLA (LEASING)
1282	04-12-10-357-013	J & D TEAM HOLDINGS LLC
1283	04-12-10-357-014	BANNING JAMES M
1284	04-12-10-357-015	CITY OF DECATUR
1285	04-12-10-357-016	OWENS TYRES L
1286	04-12-10-357-018	WATTS SONDRAL
1287	04-12-10-357-019	STEDMAN SETH
1288	04-12-10-357-020	ZIENTRA WILLIAM E SR
1289	04-12-10-357-021	CITY OF DECATUR
1290	04-12-10-357-022	JONES DAREANE C
1291	04-12-10-357-023	SUTTERS EDDIE & MARCY
1292	04-12-10-357-024	BROWN DANNY
1293	04-12-10-357-025	ROLLE JOHNNIE
1294	04-12-10-357-026	CITY OF DECATUR
1295	04-12-10-357-027	SMART GLENDA
1296	04-12-10-357-028	CITY OF DECATUR
1297	04-12-10-357-029	JOYNER MARLON D
1298	04-12-10-357-030	OWENS TYRES L
1299	04-12-10-357-031	OWENS TYRES L
1300	04-12-10-357-032	OWENS TYERS
1301	04-12-10-357-033	CUNNINGHAM JERRY
1302	04-12-10-358-001	ASSURANCE REALTY SERIES OF
1303	04-12-10-358-002	ASSURANCE REALTY SERIES OF
1304	04-12-10-358-003	MATHEWS DENITA
1305	04-12-10-358-004	ASSURANCE REALTY SERIES OF
1306	04-12-10-358-019	WEBB ALICIA
1307	04-12-10-358-007	CITY OF DECATUR
1308	04-12-10-358-008	MILLER CHARLES
1309	04-12-10-358-009	CITY OF DECATUR
1310	04-12-10-358-010	KING KRISTIN
1311	04-12-10-358-011	BOND JAMES E
1312	04-12-10-358-012	CITY OF DECATUR
1313	04-12-10-358-013	CITY OF DECATUR
1314	04-12-10-358-014	CUNNINGHAM HENRY
1315	04-12-10-358-015	CUNNINGHAM HENRY T

1316	04-12-10-358-016	ASSURANCE REALTY SERIES OF
1317	04-12-10-358-017	SPATES ANDRICO
1318	04-12-10-358-018	ASSURANCE REALTY SERIES OF
1319	04-12-10-378-028	AMERICAN WAY STORAGE LLC
1320	04-12-10-378-027	AMERICAN WAY STORAGE LLC
1321	04-12-10-378-026	SRKW INC
1322	04-12-10-378-017	CURRY CHRISTOPHER & ALLEN LISA
1323	04-12-10-378-018	CURRY CHRISTOPHER & ALLEN LISA
1324	04-12-10-378-019	COLE GLORIA D
1325	04-12-10-378-020	COLE GLORIA
1326	04-12-10-378-021	COLE GLORIA
1327	04-12-10-378-022	POLK VERA M & JENKINS LONNIE &
1328	04-12-10-378-023	BOYD DUSTIN
1329	04-12-10-378-024	MERCER RENTALS LLC
1330	04-12-10-378-025	MERCER RENTALS LLC
1331	04-12-10-381-014	MERCER RENTALS LLC
1332	04-12-10-381-004	MERCER RENTALS LLC
1333	04-12-10-381-005	MERCER RENTALS LLC
1334	04-12-10-381-013	MERCER RENTALS LLC
1335	04-12-10-381-007	MERCER RENTALS LLC
1336	04-12-10-381-010	PINE STREET RENTALS LLC
1337	04-12-10-381-008	PINE STREET RENTALS LLC
1338	04-12-10-379-001	FOX ORLANDO T
1339	04-12-10-379-002	FOX JAMES E
1340	04-12-10-379-003	WORKS HARVEY
1341	04-12-10-379-004	COLE GLORIA D
1342	04-12-10-379-005	JOHNSON PAUL & EMMA LEE
1343	04-12-10-379-006	JJ & CC ENTERPRISES
1344	04-12-10-379-007	CITY OF DECATUR
1345	04-12-10-379-008	CITY OF DECATUR
1346	04-12-10-379-009	MERCER RENTALS LLC
1347	04-12-10-379-010	FOX JOSEPH D
1348	04-12-10-379-011	CITY OF DECATUR
1349	04-12-10-379-012	CITY OF DECATUR
1350	04-12-10-379-013	CITY OF DECATUR
1351	04-12-10-379-014	CITY OF DECATUR
1352	04-12-10-379-015	CITY OF DECATUR
1353	04-12-10-379-016	CITY OF DECATUR
1354	04-12-10-379-017	PHIPPS JOSEPHINE & JACKSON
1355	04-12-10-379-018	BOOTH SHEONNA

1356	04-12-10-379-019	MERCER RENTALS LLC
1357	04-12-10-382-009	MERCER RENTALS LLC
1358	04-12-10-383-001	MERCER RENTALS LLC
1359	04-12-10-383-002	MERCER RENTALS LLC
1360	04-12-10-380-001	GILBERT ROWENA R
1361	04-12-10-380-002	ROY HENRY L
1362	04-12-10-380-003	BOYER RICHARD E SR
1363	04-12-10-380-004	BOYD RICHARD
1364	04-12-10-380-005	TURNER NORMA
1365	04-12-10-380-006	TURNER NORMA
1366	04-12-10-380-007	TURNER NORMA
1367	04-12-10-380-008	WILLIAMS HARVEY L
1368	04-12-10-380-026	MERCER RENTALS LLC
1369	04-12-10-380-012	MERCER RENTALS LLC
1370	04-12-10-380-013	MERCER RENTALS LLC
1371	04-12-10-380-014	BOEY DEREK
1372	04-12-10-380-025	JONES CARL
1373	04-12-10-380-018	JONES CARL
1374	04-12-10-380-020	CITY OF DECATUR
1375	04-12-10-380-021	VAN GASKEN DANIEL
1376	04-12-10-380-022	QUALITY HOMES SALE & RENTAL
1377	04-12-10-380-015	HENDERSON FLAVION V
1378	04-12-10-380-023	SMITH PAULETTE & BRADLEY W
1379	04-12-10-380-024	HOOTEN AARON J & SIERRA B
1380	04-12-10-454-001	VIEWEG TIMOTHY M
1381	04-12-10-454-002	CENTRAL ILLINOIS COMMERCIAL LLC
1382	04-12-10-454-003	CENTRAL ILLINOIS COMMERCIAL LLC
1383	04-12-10-454-004	CUMMINS ZACH B
1384	04-12-10-454-005	CENTRAL ILLINOIS COMMERCIAL LLC
1385	04-12-10-454-006	MACLIN ANNIE
1386	04-12-10-454-007	CITY OF DECATUR
1387	04-12-10-454-008	JENKINS FLOYD
1388	04-12-10-454-009	CITY OF DECATUR
1389	04-12-10-454-010	MERCER RENTALS LLC
1390	04-12-10-454-011	MERCER RENTALS LLC
1391	04-12-10-454-012	MERCER RENTALS LLC
1392	04-12-10-454-013	MERCER RENTALS LLC
1393	04-12-10-454-014	MERCER RENTALS LLC
1394	04-12-10-454-015	DABULSKIS ROBERT W
1395	04-12-10-454-016	DABULSKIS ROBERT

1396	04-12-10-454-017	CARTER WOODROW (CFD)
1397	04-12-10-454-018	BATES JESSIE R
1398	04-12-10-454-019	PLANK ANNA M
1399	04-12-10-454-020	CITY OF DECATUR
1400	04-12-10-454-021	CITY OF DECATUR
1401	04-12-10-454-022	JACKSON CANZETTA
1402	04-12-10-454-023	D C ATHELETIC ASSOCIATION OF DECATUR
1403	04-12-10-454-027	BATES JESSIE R
1404	04-12-10-454-026	BATES JESSIE R
1405	04-12-10-457-001	MERCER RENTALS LLC
1406	04-12-10-457-006	MERCER RENTALS LLC
1407	04-12-10-457-004	MERCER RENTALS LLC
1408	04-12-10-457-007	MERCER RENTALS LLC
1409	04-12-10-457-008	MERCER RENTALS LLC
1410	04-12-10-457-009	MERCER RENTALS LLC
1411	04-12-10-457-010	MERCER RENTALS LLC
1412	04-12-10-457-011	MERCER RENTALS LLC
1413	04-12-10-455-001	VAN GASKEN DANIEL
1414	04-12-10-455-002	VAN GASKEN DANIEL
1415	04-12-10-455-003	VAN GASKEN DANIEL
1416	04-12-10-455-004	MACON COUNTY AS TRUSTEE
1417	04-12-10-455-005	VAN GASKEN DANIEL
1418	04-12-10-455-006	OLD KINGS ORCHARD COMMUNITY CENTER
1419	04-12-10-455-007	OLD KING ORCHARD COMMUNITY CENTER
1420	04-12-10-455-008	DIXON BETTY
1421	04-12-10-455-009	WARD ANNIE J
1422	04-12-10-455-010	WARD ANNIE J
1423	04-12-10-455-011	AMBASSADORS FOR CHRIST MINISTRIES
1424	04-12-10-455-012	54 PROPERTIES LLC
1425	04-12-10-455-013	OLD KINGS ORCHARD COMMUNITY CENTER
1426	04-12-10-455-014	VAN GASKEN DANIEL
1427	04-12-10-455-015	OLD KINGS ORCHARD COMMUNITY CENTER
1428	04-12-10-455-016	OLD KINGS ORCHARD COMMUNITY CENTER
1429	04-12-10-455-017	BOEY BRANDON
1430	04-12-10-455-018	OKO LLC
1431	04-12-10-455-019	OLD KINGS ORCHARD COMMUNITY CENTER
1432	04-12-10-455-020	VAN GASKEN DANIEL
1433	04-12-10-455-021	OKO LLC
1434	04-12-10-455-022	OKO LLC
1435	04-12-10-455-023	OLD KINGS ORCHARD COMMUNITY CENTER

1436	04-12-10-458-001	COOK QUEANUS A
1437	04-12-10-458-002	MURPHY ETHEL
1438	04-12-10-458-004	MCDONALD RICHARD D &
1439	04-12-10-458-005	MCDONALD RICHARD D &
1440	04-12-10-458-006	TIPSWORD WAYNE L & DOLL JOSEPH
1441	04-12-10-458-020	MILLER CARLI J
1442	04-12-10-458-010	VAN GASKEN DANIEL M & VADA
1443	04-12-10-458-011	VAN GASKEN DANIEL
1444	04-12-10-458-012	OLD KINGS ORCHARD COMMUNITY CENTER
1445	04-12-10-458-013	OLD KINGS ORCHARD COMMUNITY CENTER
1446	04-12-10-458-021	RJR FLOWERS LLC
1447	04-12-10-458-017	MILLER CARLI JEAN
1448	04-12-10-458-018	MUELLER CO
1449	04-12-10-480-009	GRACE UNITED METHODIST CHURCH
1450	04-12-10-480-010	GRACE UNITED METHODIST CHURCH
1451	04-12-10-480-011	GRACE UNITED METHODIST CHURCH
1452	04-12-10-480-012	GRACE UNITED METHODIST CHURCH
1453	04-12-10-480-013	BALLINGER DENNIS D
1454	04-12-10-480-014	BALLINGER DENNIS D
1455	04-12-10-480-015	OSBORNE MIKE
1456	04-12-10-480-020	LEATHERS JEREMY
1457	04-12-10-483-017	MERCER RENTALS LLC
1458	04-12-10-483-010	MATILDA GROWTH MANAGEMENT CORPORATION
1459	04-12-10-483-003	MERCER RENTEALS LLC
1460	04-12-10-483-012	POLLEY BRIAN E & AUTUMN L
1461	04-12-10-483-018	MATHEWS JAMES E & JACQUE
1462	04-12-10-483-019	DAVE COOPER & ASSOCIATES LTD
1463	04-12-10-483-005	NJOY COMMUNICATION INC
1464	04-12-10-483-016	MATHEWS JAMES E & JACQUE
1465	04-12-11-377-004	TILLAMOOK COUNTY CREAMERY
1466	04-12-11-377-005	TILLAMOOK ILLINOIS LLC
1467	04-12-11-378-017	GREEN JEROME
1468	04-12-11-378-003	TILLAMOOK COUNTY CREMERY ASSOCIATION
1469	04-12-11-378-004	TILLAMOOK ILLINOIS LLC
1470	04-12-11-378-005	TILLAMOOK ILLINOIS LLC
1471	04-12-11-378-018	TILLAMOOK ILLINOIS LLC
1472	04-12-11-378-016	HOLT MATTHEW
1473	04-12-11-378-007	HOLT MATTHEW
1474	04-12-11-378-008	HOLT MATTHEW
1475	04-12-11-378-015	DECATUR HOUSING AUTHORITY

1476	04-12-11-379-009	TILLAMOOK COUNTY CREAMERY ASSOCIATION
1477	04-12-11-379-010	ADVANTAGE AUTOMATION MIDWEST INC
1478	04-12-11-381-001	BALLOG JOHN C
1479	04-12-11-381-003	BALLOG JOHN C
1480	04-12-11-380-001	MERVIS SUPPLY CO INC
1481	04-12-11-502-003	
1482	04-12-11-502-004	
1483	04-12-09-503-002	
1484	04-12-10-503-001	
1485	04-12-15-503-001	
1486	04-12-10-503-002	
1487	04-12-15-503-002	
1488	04-12-14-503-001	
1489	04-12-14-502-002	
1490	04-12-16-503-001	MEISENHILTER GREG A
1491	04-12-16-503-002	
1492	04-12-16-227-001	MACON COUNTY DEVELOPMENT GROUP LLC
1493	04-12-16-227-002	ZARCO CONSULTING LLC
1494	04-12-16-227-003	DION TANYA M
1495	04-12-16-227-005	HENNE KEVIN L
1496	04-12-16-227-006	ROBLES CARMAN L & GARNER
1497	04-12-16-227-007	BENNETT CHARLES I & ELIZABETH
1498	04-12-16-227-008	A TO Z REALTY INVESTMENTS LLC 118
1499	04-12-16-227-009	A TO Z REALTY INVESTMENTS LLC 118
1500	04-12-16-227-010	ZARCO CONSULTING LLC
1501	04-12-16-227-011	HUNT GADGE
1502	04-12-16-227-012	DOWNSTATE PROPERTIES LLC
1503	04-12-16-227-013	DICKSON ADAM K & BENTON JENNIFER
1504	04-12-16-227-014	DICKSON KENNETH V
1505	04-12-16-227-015	CAMPBELL NOVETA
1506	04-12-16-227-016	CROFT STANFORD & TAMMY
1507	04-12-16-230-001	GLH REAL ESTATE CO
1508	04-12-16-230-002	GLH REAL ESTATE
1509	04-12-16-230-003	HENNE KEVIN
1510	04-12-16-230-004	GLH REAL ESTATE
1511	04-12-16-230-005	GLH REAL ESTATE
1512	04-12-16-230-006	HENNE KEVIN
1513	04-12-16-230-007	GLH REAL ESTATE
1514	04-12-16-230-008	GLH REAL ESTATE
1515	04-12-16-230-009	GLH REAL ESTATE CO

1516	04-12-16-230-010	GREEN J D RICHARD
1517	04-12-16-230-011	HENNE KEVIN L
1518	04-12-16-230-012	HENNE KEVIN L
1519	04-12-16-230-013	HENNE KEVIN L
1520	04-12-16-230-014	HENNE KEVIN
1521	04-12-16-230-015	HENNE KEVIN L
1522	04-12-16-230-026	GLH REAL ESTATE CO
1523	04-12-16-230-025	SHARDA HOT SPOT INC
1524	04-12-15-101-003	CROFT STANFORD JR
1525	04-12-15-101-004	PARKER MARCEL & PETERS SHEYLA
1526	04-12-15-101-005	PARKER MARCEL & PETERS SHEYLA
1527	04-12-15-101-006	PARKER MARCEL D
1528	04-12-15-101-007	STEWART STEPHAN L
1529	04-12-15-101-008	JONES JOSHUA A
1530	04-12-15-101-009	JAMES RAY & LARRY
1531	04-12-15-101-010	HOGAN KENNETH D
1532	04-12-15-101-011	CABBELL DANNETTE
1533	04-12-15-101-012	JONES LOIS DARLENE
1534	04-12-15-101-013	ADAMS JIMMIE L & BETTY G
1535	04-12-15-101-014	PERRY REGINALD B
1536	04-12-15-101-015	ADAMS JIMMIE L & BETTY G
1537	04-12-15-101-016	ADAMS JIMMIE L & BETTY G
1538	04-12-15-102-001	TURORNER LLC
1539	04-12-15-102-002	BRIGGS BRIAN S & NEOLA K
1540	04-12-15-102-003	ZARCO CONSULTING LLC
1541	04-12-15-102-004	ZARCO CONSULTING LLC
1542	04-12-15-102-005	MACON COUNTY TRUSTEE
1543	04-12-15-102-006	JONES JESSE L JR
1544	04-12-15-102-007	TYSON TONYA K
1545	04-12-15-102-008	MARSHALL QUISHANA
1546	04-12-15-102-009	MARSHALL QUISHANA
1547	04-12-15-102-010	PERRY REGINALD B TRUSTEE
1548	04-12-15-102-011	FOUNTAIN INVESTMENTS LLC
1549	04-12-15-102-012	ZARCO CONSULTING LLC
1550	04-12-15-102-013	ADAMS JIMMIE L & BETTY G
1551	04-12-15-102-014	WALKER SEALS JOYCE
1552	04-12-15-102-015	CITY OF DECATUR
1553	04-12-15-102-016	TURORNER LLC
1554	04-12-15-102-017	ISLAMOSKI LAVDRIME & ZEJNA
1555	04-12-15-102-018	DECATUR CAR WASH, LLC

1556	04-12-15-101-019	SHOP 701 LLC
1557	04-12-15-103-001	HORNE KENYADDA
1558	04-12-15-103-002	HAINES ROBERT
1559	04-12-15-103-003	THOMPSON KRISTOPHER D
1560	04-12-15-103-004	TRANSFROMATION LIFE CHANGERS CARES 4 YOU
1561	04-12-15-103-005	CUNNINGHAM JOHN T
1562	04-12-15-103-006	ROMERO JOSE & CONTRERAS KEYLYN
1563	04-12-15-103-007	ATENCIO COLE
1564	04-12-15-103-031	MCDONALDS USA LLC
1565	04-12-15-103-008	MITCHELL JIMMIE LEE & TINA
1566	04-12-15-103-009	MITCHELL CORNELL
1567	04-12-15-103-028	G L H REAL ESTATE
1568	04-12-15-103-012	JOHNS IV INC
1569	04-12-15-103-013	DIULO BRANDAN
1570	04-12-15-103-014	HILL DWIGHT T & JANET L
1571	04-12-15-103-031	MCDONALDS USA LLC
1572	04-12-15-103-028	G L H REAL ESTATE
1573	04-12-15-103-024	JOHNS IV INC
1574	04-12-15-103-030	JOHNS IV INC
1575	04-12-15-126-011	MSL LIMITED LLC
1576	04-12-15-126-010	NEW VISION URBAN MINISTRIES
1577	04-12-15-126-007	NEW VISION URBAN MIINSTRIES
1578	04-12-15-127-002	KEY PROPERTIES LLC
1579	04-12-15-127-015	SAWAFTA MUWAFFAQ
1580	04-12-15-127-013	CENTRAL ILLINOIS DEVELOPMENT CONSORTIUM LLC
1581	04-12-15-128-012	CENTRAL ILLINOIS DEVELOPMENT CONSORTIUM LLC
1582	04-12-15-128-011	ELDORADO INVESTMENTS INC
1583	04-12-15-128-004	ELDORAOD INVESTMENTS INC
1584	04-12-15-128-005	WIKE WILLIAM SCOTT & LINDA
1585	04-12-15-128-006	WIKE WILLIAM SCOTT & LINDA
1586	04-12-15-128-010	WIKE WILLIAM SCOTT & LINDA
1587	04-12-15-128-009	STATE OF ILLINOIS
1588	04-12-15-201-001	MUELLER CO
1589	04-12-15-201-015	MUELLER CO
1590	04-12-15-201-005	MUELLER CO
1591	04-12-15-201-006	MUELLER CO
1592	04-12-15-201-016	MUELLER CO
1593	04-12-15-201-002	MUELLER CO
1594	04-12-15-201-017	MUELLER CO
1595	04-12-15-202-001	ILLINOIS POWER CO

1596	04-12-15-202-002	JUAREZ RICARDO A
1597	04-12-15-202-003	WALKER THOMAS E
1598	04-12-15-202-004	WITHERSPOON MITCHELL L
1599	04-12-15-202-005	MCQUEEN RUSTY & VINCE
1600	04-12-15-203-011	MUELLER CO EMPLOYEES CREDIT UN
1601	04-12-15-203-004	CERRO GORDO WAREHOUSES LLC
1602	04-12-15-203-005	CERRO GORDO WAREHOUSES LLC
1603	04-12-15-203-006	462 PARTNERS LLC
1604	04-12-15-203-012	BUCKLEY KEVIN
1605	04-12-15-203-009	CLARK SUSAN B
1606	04-12-15-203-010	DMK INC
1607	04-12-15-226-001	INTERNATIONAL PAINTERS AND ALLIED TRADES DIST
1608	04-12-15-226-002	INTERNATIONAL PAINTERS AND ALLIED TRADES DIST
1609	04-12-15-226-003	INTERNATIONAL PAINTERS AND ALLIED TRADES DIST
1610	04-12-15-226-004	INTERNATIONAL PAINTERS AND ALLIED TRADES DIST
1611	04-12-15-226-005	PAINTERS DISTRICT COUNCIL #58
1612	04-12-15-226-006	CITY OF DECATUR
1613	04-12-15-226-007	DECATUR PUBLIC SCHOOL DISTRICT #61
1614	04-12-15-226-008	DECATUR PUBLIC SCHOOL DISTRICT #61
1615	04-12-15-229-017	HELLENIC COMMUNITY OF
1616	04-12-15-229-004	HERITAGE BEHAVIORAL HEALTH
1617	04-12-15-229-005	PAINTERS DISTRICT COUNCIL 58
1618	04-12-15-229-006	PAINTERS DISTRICT COUNCIL 58
1619	04-12-15-229-007	PAINTERS DISTRICT COUNCIL 58
1620	04-12-15-229-008	NICHOLSON DARRYL
1621	04-12-15-229-009	BRANDT KYLE W
1622	04-12-15-229-010	COME UNTO ME EVANGELISTIC MINISTRIES
1623	04-12-15-229-011	HILL STEPHEN T
1624	04-12-15-229-012	HILL STEPHEN T
1625	04-12-15-229-013	HILL STEPHEN T
1626	04-12-15-229-014	IPI HOLDING LLP
1627	04-12-15-229-015	COME UNTO ME EVANGELISTIC MINISTRIES
1628	04-12-15-229-016	FOUNTAIN INVESTMENTS LLC
1629	04-12-15-227-001	DECATUR PUBLIC SCHOOL DISTRICT #61
1630	04-12-15-227-002	DECATUR PUBLIC SCHOOL DISTRICT #61
1631	04-12-15-227-003	BD OF ED SCHOOL DIST #61
1632	04-12-15-227-006	BD OF ED SCHOOL DIST #61
1633	04-12-15-230-001	ST JOHNS EPISCOPAL CHURCH
1634	04-12-15-230-007	BOARD OF EDUCATION OF DECATUR
1635	04-12-15-230-017	BIGFOOT FOOD STORES LLC

1636	04-12-15-230-012	FEENEY OIL CO
1637	04-12-15-230-013	KNIGHTS OF COLUMBUS
1638	04-12-15-230-014	VAN GRONDELLE NANCY A
1639	04-12-15-228-001	CITY OF DECATUR
1640	04-12-15-228-002	MCMILLEN DONALD D & MARY M
1641	04-12-15-228-009	CITY OF DECATUR
1642	04-12-15-228-005	CITY OF DECATUR
1643	04-12-15-228-006	PLOTNER MARK A
1644	04-12-15-228-007	CITY OF DECATUR
1645	04-12-15-228-008	CITY OF DECATUR
1646	04-12-15-231-001	CARMALA LLC
1647	04-12-15-231-003	JONES CARL
1648	04-12-15-231-004	ENGELHARDT EMILY
1649	04-12-15-231-005	SMITH CHARLES E & MARY
1650	04-12-15-231-013	DECATUR FAMILY REFUGE INC
1651	04-12-15-231-008	SMITH CHARLES E SR & MARY (CFD)
1652	04-12-15-231-014	ILLINI INVESTORS FUND LLC
1653	04-12-15-231-002	CITY OF DECATUR
1654	04-12-14-101-001	CITY OF DECATUR
1655	04-12-14-101-002	BOARD OF EDUCATION OF DECATUR
1656	04-12-14-103-001	WALKER THOMAS
1657	04-12-14-103-002	WALKER THOMAS
1658	04-12-14-103-003	WALKER THOMAS
1659	04-12-14-103-004	BARNES TED A & JEFFREY A
1660	04-12-14-103-005	CITY OF DECATUR
1661	04-12-14-103-006	YOUTH ADVOCATE PROGRAM
1662	04-12-14-103-007	WATHON HAROLD L
1663	04-12-14-103-016	FISHER STEVEN J
1664	04-12-14-102-001	SAADEH NAIM M
1665	04-12-14-102-002	BALLOG JOHN C & ELIZABETH
1666	04-12-14-102-003	DECATUR SCHOOL DIST #61
1667	04-12-14-102-004	DECATUR PUBLIC SCHOOL #61
1668	04-12-14-102-005	DECATUR PUBLIC SCHOOL DISTRCIT #61
1669	04-12-14-104-001	BD OF ED SCHOOL DIST #61
1670	04-12-14-104-005	DECATUR SCHOOL DIST #61
1671	04-12-14-104-002	DECATUR SCHOOL DIST #61
1672	04-12-14-104-005	DECATUR SCHOOL DIST #61
1673	04-12-14-105-001	DECATUR SCHOOL DIST #61
1674	04-12-14-105-002	LSA BUILDING FOUNDATION
1675	04-12-14-105-003	LSA BUILDING FOUNDATION

1676	04-12-14-105-006	BALLOG JOHN C & ELIZABETH
1677	04-12-14-105-021	BALLOG JOHN C & ELIZABETH
1678	04-12-14-105-013	FLAUGHER JAMES E
1679	04-12-14-105-014	CENTRAL ILLINOIS BANK M C
1680	04-12-14-105-018	FLAUGHER JAMES E
1681	04-12-14-105-017	FLAUGHER JAMES E
1682	04-12-14-126-001	MACON COUNTY DEVELOPMENT GROUP LLC
1683	04-12-14-126-002	MACON COUNTY DEVELOPMENT GROUP LLC
1684	04-12-14-126-003	BALLOG JOHN C & ELIZABETH
1685	04-12-14-128-001	BALLOG JOHN C & ELIZABETH K
1686	04-12-14-128-017	BALLOG JOHN C & ELIZABETH
1687	04-12-14-128-016	BALLOG JOHN C & ELIZABETH
1688	04-12-14-128-007	REDMAN KEITH E
1689	04-12-14-128-008	REDMAN KEITH E
1690	04-12-14-128-009	REDMAN KEITH E
1691	04-12-14-128-017	BALLOG JOHN C & ELIZABETH
1692	04-12-14-127-001	GRAHAM DANNY
1693	04-12-14-127-002	BEASLEY EDWARD E TRUSTEE LAND TR 726
1694	04-12-14-127-003	LINCOLN LAND ILLINOIS LAND TRUST NO. 7302021
1695	04-12-14-129-001	CITY OF DECATUR
1696	04-12-14-129-003	SCALES JASON & PEGGY
1697	04-12-14-129-016	WOOLEN JASPER N & M JANICE
1698	04-12-14-129-015	VIEWEG TIMOTHY M
1699	04-12-14-129-010	CITY OF DECATUR
1700	04-12-14-129-011	CITY OF DECATUR
1701	04-12-14-129-012	CITY OF DECATUR
1702	04-12-14-129-013	CITY OF DECATUR
1703	04-12-14-129-014	CITY OF DECATUR
1704	04-12-14-127-005	BALLOG ELIZABETH K & AUKAMP
1705	04-12-14-130-002	WOOLEN JASPER N & M JANICE
1706	04-12-14-130-009	DPD INVESTMENT LLC
1707	04-12-14-131-001	BALLOG JOHN C & ELIZABETH
1708	04-12-14-132-001	BALLOG JOHN C
1709	04-12-14-132-002	KENT TRACY LLC
1710	04-12-15-104-043	ALKARAMLEN ALMUATASIM
1711	04-12-15-104-023	CITY OF DECATUR
1712	04-12-15-129-026	GRAHAM JOHN R DPM
1713	04-12-15-129-004	GRAHAM JOHN R DPM
1714	04-12-15-129-005	LINCOLN LAND ILLINOIS LAND TRUST #865123
1715	04-12-15-129-006	BULLAMORE BRUCE G

1716	04-12-15-129-007	BULLAMORE BRUCE G
1717	04-12-15-129-008	BULLAMORE BRUCE G
1718	04-12-15-129-009	PAUL ROBERT L
1719	04-12-15-129-010	JENSEN KATHLEEN M
1720	04-12-15-129-011	WATTS STEVE A
1721	04-12-15-129-012	SAMON PENNY
1722	04-12-15-105-004	MACON COUNTY TRUSTEE
1723	04-12-15-105-001	PEAVLER SCOTT & SOLTER CAMISHA
1724	04-12-15-105-002	TATRO DAVID & WENDI
1725	04-12-15-105-003	TATRO WENDI & DAVID
1726	04-12-15-129-013	FEDERAL HOME LOAN MORTGAGE CORP
1727	04-12-15-129-027	WEGER ALYSON J
1728	04-12-15-129-016	BALVANZ VERNON R & R MAY
1729	04-12-15-129-017	KINGERY KRISTINA & LEWIS ERMA
1730	04-12-15-129-028	KINGERY KRISTINA & LEWIS ERMA
1731	04-12-15-129-021	BLAKE RORY
1732	04-12-15-129-022	FOXX KRISTA M & MAIRE E
1733	04-12-15-129-023	CASEY ERROL F & VICKI L
1734	04-12-15-129-024	CASEY ERROL F & VICKIE L
1735	04-12-15-129-025	WOODFORD HOMES INC
1736	04-12-15-130-001	JENSEN KATHLEEN M
1737	04-12-15-130-002	DECATUR MAIN LLC
1738	04-12-15-130-003	MAY KEITH & MARY
1739	04-12-15-130-006	SPAULDING VALERIE A
1740	04-12-15-130-005	DECATUR-MAIN LTD
1741	04-12-15-130-007	DECATUR - MAIN LTD
1742	04-12-15-130-008	TROUT MARY C
1743	04-12-15-130-009	THORNELL CHRISTOPHER &
1744	04-12-15-130-010	FAMILY LEASE LLC
1745	04-12-15-130-011	FLAGG MARTHA L
1746	04-12-15-130-012	GARVER KRISTEN G
1747	04-12-15-130-013	MACON COUNTY TRUSTEE
1748	04-12-15-130-015	GARVER KRISTIN
1749	04-12-15-130-014	VAN GASKEN DANIEL
1750	04-12-15-130-016	ROBERTS LARRY D
1751	04-12-15-130-017	WOODLAND PATSY
1752	04-12-15-131-016	ABBOTT BRIAN J
1753	04-12-15-131-002	MARKS JOHN
1754	04-12-15-131-003	DAVIS SERENA
1755	04-12-15-131-015	BABA 10 LLC

1756	04-12-15-131-007	TYUS SCOTTIE M & PATRICIA K
1757	04-12-15-131-008	THORPE STEPHEN W
1758	04-12-15-131-009	WIGART EDWARD D SR
1759	04-12-15-131-010	WILLIAMS RICHARDO N
1760	04-12-15-131-011	CLIFF DOMINIQUEA K
1761	04-12-15-131-012	SMITH DEWIGHT
1762	04-12-15-131-013	STECHMULLER CARYN M
1763	04-12-15-131-014	CARSON ANDREA L
1764	04-12-15-204-025	SPEED LUBE 10 MINUTE CHANGE SHOPS INC
1765	04-12-15-204-026	HARNER G W
1766	04-12-15-204-010	AKYILDIZ NACI
1767	04-12-15-204-014	CITY OF DECATUR
1768	04-12-15-204-030	AKYILDIZ NACI
1769	04-12-15-204-029	RUTHERFORD WAYNE K & DONNA
1770	04-12-15-204-027	HARNER GEORGE WM
1771	04-12-15-204-020	GARCIA ROBERTO
1772	04-12-15-204-019	KESSLER JAMES M
1773	04-12-15-204-021	LEYNES ANDREW S & SHARON
1774	04-12-15-204-022	BARRON ANDRE & MICHELE
1775	04-12-15-204-023	RICHARDSON JEREMY A
1776	04-12-15-204-024	CITY OF DECATUR
1777	04-12-15-205-015	BERGER LEO & ILENE
1778	04-12-15-205-003	KIRKLAND RENTALS LLC
1779	04-12-15-205-004	SAPP JOSEPH L
1780	04-12-15-205-005	SAPP JOSEPH L
1781	04-12-15-205-006	KIRKLAND RENTALS LLC
1782	04-12-15-205-007	KIRKLAND RENTALS LLC
1783	04-12-15-205-008	KIRKLAND RENTALS LLC
1784	04-12-15-205-009	KIRKLAND RENTALS LLC
1785	04-12-15-205-010	KIRKLAND RENTALS LLC
1786	04-12-15-205-011	CITY OF DECATUR
1787	04-12-15-205-012	BURGESS SHARON K
1788	04-12-15-205-013	MILLER ANDREW J
1789	04-12-15-205-014	DLP REAL ESTATE LLC
1790	04-12-15-206-001	GODS SHELTER OF LOVE
1791	04-12-15-206-002	FAGIN ALLEN K TRUSTEE
1792	04-12-15-206-019	THE INK SPOT
1793	04-12-15-206-007	JENSEN KATHLEEN M
1794	04-12-15-206-008	CURRIE RITA
1795	04-12-15-206-009	FRALEY MICHAEL J

1796	04-12-15-206-018	FRALEY MICHAEL
1797	04-12-15-206-016	RUSSO ANNETTE
1798	04-12-15-232-010	THE INC SPOT
1799	04-12-15-232-011	AFRICAN-AMERICAN CULTURE AND GENALOGICAL SOCIETY
1800	04-12-15-232-004	HOUSE OF MIRACLES
1801	04-12-15-232-005	UNITED WAY OF DECATUR & MID ILLINOIS
1802	04-12-15-232-006	HOUSE OF MIRACLES
1803	04-12-15-232-007	RUSSO ANNETTE
1804	04-12-15-232-008	FIRST UNITED METHODIST
1805	04-12-15-232-009	FIRST UNITED METHODIST
1806	04-12-15-232-008	FIRST UNITED METHODIST
1807	04-12-15-235-007	FIRST UNITED METHODIST CHURCH
1808	04-12-15-235-008	TRS OF MASONIC TEMPLE ASSC
1809	04-12-15-234-001	C DEADRICK DEVELOPMENT
1810	04-12-15-234-002	C DEADRICK DEVELOPMENT
1811	04-12-15-234-003	C DEADRICK DEVELOPMENT INC
1812	04-12-15-234-004	BFS RETAIL & COMMERCIAL
1813	04-12-15-234-005	CITY OF DECATUR
1814	04-12-14-106-001	INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL
1815	04-12-14-106-002	INTERNATIONAL CHURCH OF THE FOURSQUARE GOSPEL
1816	04-12-14-106-003	DECATUR CITY PLAZA LLC
1817	04-12-14-106-010	DECATUR CITY PLAZA LLC
1818	04-12-14-106-006	DECATUR CITY PLAZA LLC
1819	04-12-14-107-001	DEC METROPOLITAN EXPOSITN
1820	04-12-14-108-001	ROMAN CATHOLIC DIOCESE OF SPRINGFIELD
1821	04-12-14-108-004	ST PATRICKS CATHOLIC SCHOOL
1822	04-12-14-108-005	COLUMBUS CLUB OF DECATUR
1823	04-12-14-108-002	ABDEHABI KHAWLA
1824	04-12-14-134-001	BALLOG JOHN C & ELIZABETH
1825	04-12-14-134-002	ROSENKRANZ ROGER E TRUSTEE
1826	04-12-14-134-003	ROSENKRANZ ROGER E TRUSTEE
1827	04-12-14-134-004	ROSENKRANZ ROGER E TRUSTEE
1828	04-12-14-134-005	PRAIRIE STATE BANK FSB TRUSTEE
1829	04-12-14-134-006	ARCHER DANIELS MIDLAND CO
1830	04-12-14-134-015	ARCHER-DANIELS-MIDLAND COMPANY
1831	04-12-14-135-004	ARCHER DANIELS MIDLAND CO
1832	04-12-14-135-005	ARCHER DANIELS MIDLAND CO
1833	04-12-14-136-001	WHITNEY CLAYTON H
1834	04-12-14-136-002	WHITNEY CLAYTON H
1835	04-12-14-136-003	WHITNEY CLAYTON H

1836	04-12-14-109-007	ARCHER DANIELS MIDLAND CO
1837	04-12-14-110-001	ARCHER DANIELS MIDLAND COMPANY
1838	04-12-14-110-002	DOHERTY ENTERPRISES INC
1839	04-12-14-110-003	FARIES WIRE INC
1840	04-12-14-112-001	DEC METRO EXPOS AUDITOR
1841	04-12-14-113-009	DECATUR METRO EXPO AUDITOR
1842	04-12-14-138-004	COMMERCIAL REAL ESTATE GROUP LLC
1843	04-12-14-138-005	PRAIRIE STATE BANK & TRUST TRUSTEE
1844	04-12-14-138-006	PRAIRIE STATE BANK FSB TRUSTEE
1845	04-12-14-139-006	ARCHER DANIELS MIDLAND CO
1846	04-12-14-139-003	ROSENKRANZ OLLIE C TRUSTEE
1847	04-12-14-139-004	ROSENKRANZ OLLIE C TRUSTEE
1849	04-12-15-107-017	MACON COUNTY TRUSTEE
1850	04-12-15-107-018	D & O PROPERTIES ONE LLC
1851	04-12-15-107-002	ALIABADI MASSOUD
1852	04-12-15-107-006	TAYLOR KELM SARA B
1853	04-12-15-107-007	LINCOLN LAND ILLINOIS LAND TRUST
1854	04-12-15-107-008	MECHLING RONALD A
1855	04-12-15-107-009	FOX QUENTIN L
1856	04-12-15-107-010	MCNEIL ANTHONY & RENEE
1857	04-12-15-107-011	950 W WILLIAM STREET TRUST
1858	04-12-15-107-012	APALS JOHN E & KARANA M
1859	04-12-15-107-013	DEEB DAVID M & LISA S
1860	04-12-15-107-014	BARRY LAUSMANN
1861	04-12-15-107-015	LAUSMANN BARRY A
1862	04-12-15-153-001	D & M PROPERTIES LLP (CFD)
1863	04-12-15-153-002	SHADWELL SYLVIA AHOME
1864	04-12-15-153-004	LIMANI BUJAR & VELIU BUJAMIN
1865	04-12-15-153-005	BOURNE ENTERPRISES LLC
1866	04-12-15-153-006	MECHLING RONALD
1867	04-12-15-153-007	ELLIS LETHELMA
1868	04-12-15-152-001	MEI FARMS INC
1869	04-12-15-152-002	COUGHLIN RUTH R &
1870	04-12-15-152-003	MARSHALL SARA
1871	04-12-15-152-004	KERN MARK A
1872	04-12-15-152-005	JENSEN KATHLEEN M
1873	04-12-15-153-008	SWIFT MICHAEL
1874	04-12-15-153-009	WITHINGTON ROBERT R & SHELLY G
1875	04-12-15-153-010	KERN MARK A
1876	04-12-15-153-011	OSBORNE SIRENA & GILES FRED

1877	04-12-15-153-013	BRYSON DEBORAH A
1878	04-12-15-153-014	LINCOLN LAND ILLINOIS LAND
1879	04-12-15-153-015	YOUNG P SUYING & BINGSE W & FORGERSON P SUSIE
1880	04-12-15-153-016	CUMMINGS STEVE J
1881	04-12-15-153-017	R WOODLANDS PROPERTIES LLC
1882	04-12-15-153-018	JAMES DONNA
1883	04-12-15-153-019	BEARD PAULA G & HUNT BEARD
1884	04-12-15-155-001	MEI FARMS INC
1885	04-12-15-155-002	MEI FARMS INC
1886	04-12-15-155-003	MEI FARMS INC
1887	04-12-15-155-004	MOODY SARA ELIZABETH
1888	04-12-15-155-005	MOODY CHRISTIE LYNN
1889	04-12-15-155-006	BROWN MELISSA
1890	04-12-15-155-007	GREENE BRYAN
1891	04-12-15-155-008	NAWLS EARL
1892	04-12-15-155-009	MECHLING RONALD A
1893	04-12-15-156-001	PLUMLEY SHAINA
1894	04-12-15-156-002	DAVIS JOHN M
1895	04-12-15-156-003	KENNEDY DOUG
1896	04-12-15-156-004	BALLINGER DENNIS D
1897	04-12-15-156-005	LINCOLN LAND ILLINOIS LAND TR
1898	04-12-15-156-006	LINCOLN LAND ILLINOIS
1899	04-12-15-156-007	WARDEN CALVIN R
1900	04-12-15-156-008	ATKINS EDWARD C & MARTHA L
1901	04-12-15-156-009	ATKINS SCOTT E & LEICHTY MICHELLE
1902	04-12-15-156-010	LEICHTY DAVID L & MICHELLE L
1903	04-12-15-155-010	UV LIQUOR INC (CFD)
1904	04-12-15-155-011	ES RENTALS, LLC
1905	04-12-15-155-012	ES RENTALS LLC
1906	04-12-15-155-013	ES RENTALS LLC
1907	04-12-15-155-014	ES RENTALS LLC
1908	04-12-15-155-015	ES RENTALS LLC
1909	04-12-15-155-016	ES RENTALS LLC
1910	04-12-15-155-017	ES RENTALS LLC
1911	04-12-15-155-018	D & M PROPERTIES LLP (CFD)
1912	04-12-15-155-019	ZEDIKER BRIAN E
1913	04-12-15-156-011	MEISENHETER GREGG A
1914	04-12-15-156-012	MCQUALITY CHRISTIAN
1915	04-12-15-156-013	ALLEN TYLER E & MCQUALITY CHRISTIAN M
1916	04-12-15-156-014	D & M PROPERTIES LLP (CFD)

1917	04-12-15-156-015	SHAFFER JEFFERY A & PALMER LINDSAY
1918	04-12-15-156-016	RAJYALAXMI LLC
1919	04-12-15-156-017	ST JAMES JAMES D
1920	04-12-15-156-018	ST JAMES JAMES D
1921	04-12-16-278-001	MANCHESTER HEIGHTS LLC
1922	04-12-16-278-002	MANCHESTER HEIGHTS LLC
1923	04-12-16-278-004	RYAN DEBRA S
1924	04-12-16-278-005	MACON COUNTY DEVELOPMENT GROUP
1925	04-12-16-278-006	MACON COUNTY DEVELOPMENT GROUP
1926	04-12-16-278-007	RYAN DEBRA S
1927	04-12-15-158-001	QIDAN AHMED
1928	04-12-15-158-002	QIDAN AHMED
1929	04-12-15-158-003	WINERY FOUR INC
1930	04-12-15-158-004	WINERY FOUR INC
1931	04-12-15-158-005	WINERY FOUR, INC
1932	04-12-15-158-006	MEISENHELTER GREGG A
1933	04-12-15-158-007	MEISENHELTER GREGG A
1934	04-12-15-158-008	RLB INVESTMENTS CORP
1935	04-12-15-158-009	RLB INVESTMENTS INC
1936	04-12-15-158-010	RLB INVESTMENTS INC
1937	04-12-15-158-011	DURAIRAJ SELVAM
1938	04-12-15-158-012	MECHLING RON (MEMO)
1939	04-12-15-158-013	MURPHREE KORTNI & GRIGGS THERESA
1940	04-12-15-158-014	RAMIREZ PEREZ JOSE FERNANDO &
1941	04-12-15-158-015	GONZALEZ JUAN B
1942	04-12-15-158-016	PAVLOS DEMETRIOS
1943	04-12-15-158-017	JENSEN KATHLEEN M
1944	04-12-15-158-018	SHAFFER JEFFERY A & PALMER LINDSAY
1945	04-12-15-158-042	QIDAN AHMED
1946	04-12-15-158-043	MAY PROPERTIES LLC
1947	04-12-15-158-025	ALLEN TYLER E & MCQUALITY CHRISTIAN M
1948	04-12-15-158-026	MAY PROPERTIES LLC
1949	04-12-15-158-027	MAY PROPERTIES LLC
1950	04-12-15-158-028	MAY PROPERTIES LLC
1951	04-12-15-158-029	MAY PROPERTIES LLC
1952	04-12-15-158-030	MAY PROPERTIES LLC
1953	04-12-15-158-031	MECHLING RONALD A
1954	04-12-15-158-033	LAND TRUST D-1 MERCER TURNER
1955	04-12-15-158-035	OHANA LAND LLC
1956	04-12-15-158-036	MACON COUNTY TRUSTEE

1957	04-12-16-430-003	MILLIKIN UNIVERSITY
1958	04-12-16-430-006	MILLIKIN UNIVERSITY
1959	04-12-15-301-001	MILLIKIN UNIVERSITY
1960	04-12-15-301-002	MILLIKIN UNIVERSITY
1961	04-12-15-301-003	MILLIKIN UNIVERSITY
1962	04-12-15-301-004	MILLIKIN UNIVERSITY
1963	04-12-15-301-005	MEL WILLIAMS FAMILY TRUST
1964	04-12-15-301-006	MEL WILLIAMS FAMILY TRUST
1965	04-12-15-301-007	MEL WILLIAMS FAMILY TRUST
1966	04-12-15-301-008	WILLIAMS MELVIN EUGENE TRUSTEE OF THE
1967	04-12-15-301-009	WILLIAMS MELVIN EUGENE TRUSTEE OF THE
1968	04-12-15-301-010	ERHAN RILEY E
1969	04-12-15-301-011	MILLIKIN UNIVERSITY
1970	04-12-15-301-012	WOODFORD HOMES INC
1971	04-12-15-301-013	MCQUALITY ESTATES LLC
1972	04-12-15-301-014	WILLIAMS KAREAM & MARSHA A
1973	04-12-15-301-015	C & C INVESTMENTS PROPERTIES
1974	04-12-15-301-016	MECHLING RONALD A
1975	04-12-15-301-017	MILLIKIN UNIVERSITY
1976	04-12-15-301-018	MILLIKIN UNIVERSITY
1977	04-12-15-301-019	MILLIKIN UNIVERSITY
1978	04-12-15-301-042	MILLIKIN UNIVERSITY
1979	04-12-15-301-025	MILLIKIN UNIVERSITY
1980	04-12-15-301-026	MILLIKIN UNIVERSITY
1981	04-12-15-301-027	MILLIKIN UNIVERSITY
1982	04-12-15-301-028	MILLIKIN UNIVERSITY
1983	04-12-15-301-031	MILLIKIN UNIVERSITY
1984	04-12-15-301-032	MILLIKIN UNIVERSITY
1985	04-12-15-301-029	MILLIKIN UNIVERSITY
1986	04-12-15-301-033	MILLIKIN UNIVERSITY
1987	04-12-15-301-030	CITY OF DECATUR
1988	04-12-15-301-034	MILLIKIN UNIVERSITY
1989	04-12-15-301-035	SAPP JOSEPH L
1990	04-12-15-301-036	MILLIKIN UNIVERSITY
1991	04-12-15-301-037	BANKS RONNIE & GOLA A
1992	04-12-15-301-038	MILIKIN UNIVERSITY
1993	04-12-15-301-039	BRAWLEY POETRESS
1994	04-12-15-301-040	ALLURE INVESTMENTS PROPERTIES LLC
1995	04-12-15-301-041	FRYER ALLEN C & ARBIE
1996	04-12-15-302-001	COOK DANIELLE D

1997	04-12-15-302-002	DECATUR HOUSING AUTHORITY
1998	04-12-15-302-003	DECATUR HOUSING
1999	04-12-15-302-004	BALLINGER DENNIS D
2000	04-12-15-302-005	DECATUR HOUSING AUTHORITY
2001	04-12-15-302-006	DECATUR HOUSING AUTHORITY
2002	04-12-15-302-007	DEBERRY TYRIK R
2003	04-12-15-302-008	SPINLER LANCE N
2004	04-12-15-302-009	AS POSH PROPERTIES LLC
2005	04-12-15-302-010	LEWIS BURNETTE M
2006	04-12-15-302-011	LUKER STEVEN K
2007	04-12-15-302-012	DASE JEFFREY
2008	04-12-15-302-013	TURNER QUINTAZIA
2009	04-12-15-302-014	JACKSON SHAREIKA S (CFD)
2010	04-12-15-302-015	THOMPSON NAKEYA
2011	04-12-15-302-016	CHURCH OF THE LIVING GOD PGT 2
2012	04-12-15-302-017	THE CHURCH OF THE LIVING GOD THE PILLAR & GROUND
2013	04-12-15-302-039	CHURCH OF THE LIVING GOD
2014	04-12-15-302-038	CHURCH OF THE LIVING GOD 2
2015	04-12-15-302-022	DECATUR HOUSING AUTHORITY
2016	04-12-15-302-024	DECATUR HOUSING AUTHORITY
2017	04-12-15-302-025	SMITH JOANNE
2018	04-12-15-302-026	JACKSON HERBERT T J JR
2019	04-12-15-302-027	CITY OF DECATUR
2020	04-12-15-302-028	MABON LONNELL
2021	04-12-15-302-029	HARDY BARBARA L
2022	04-12-15-302-030	CORPUS PALOMINO MARIA T
2023	04-12-15-302-031	MILLIKIN UNIVERSITY
2024	04-12-15-302-032	LENGANE AICHA
2025	04-12-15-302-033	COOK SHIRLEY M
2026	04-12-15-302-034	IRONS KATIE M
2027	04-12-15-302-035	BARDINI DEREK
2028	04-12-15-302-037	CITY OF DECATUR
2029	04-12-16-432-033	MILLIKIN UNIVERSITY
2030	04-12-16-432-016	TAYLOR ELDRIGE JR & BESSIE
2031	04-12-16-432-017	MILLIKIN UNIVERSITY
2032	04-12-16-432-018	TAYLOR AARON L & MYRA
2033	04-12-16-432-019	FOX BERTHA L
2034	04-12-16-432-020	GLOVER BRIAN
2035	04-12-16-432-021	MILLIKIN UNIVERSITY
2036	04-12-16-432-022	ADCOCK DONNA L & SHIRLEY L

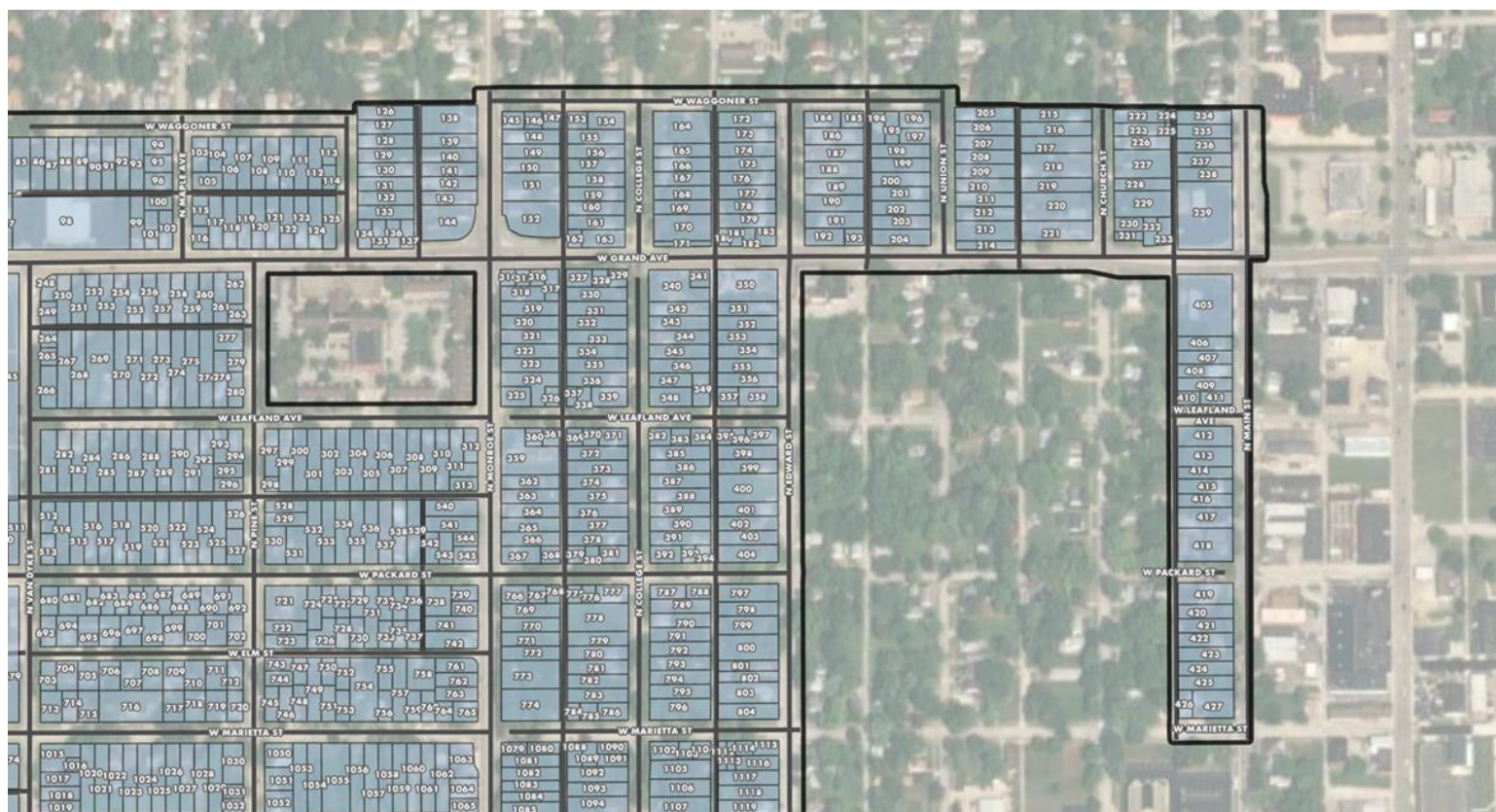
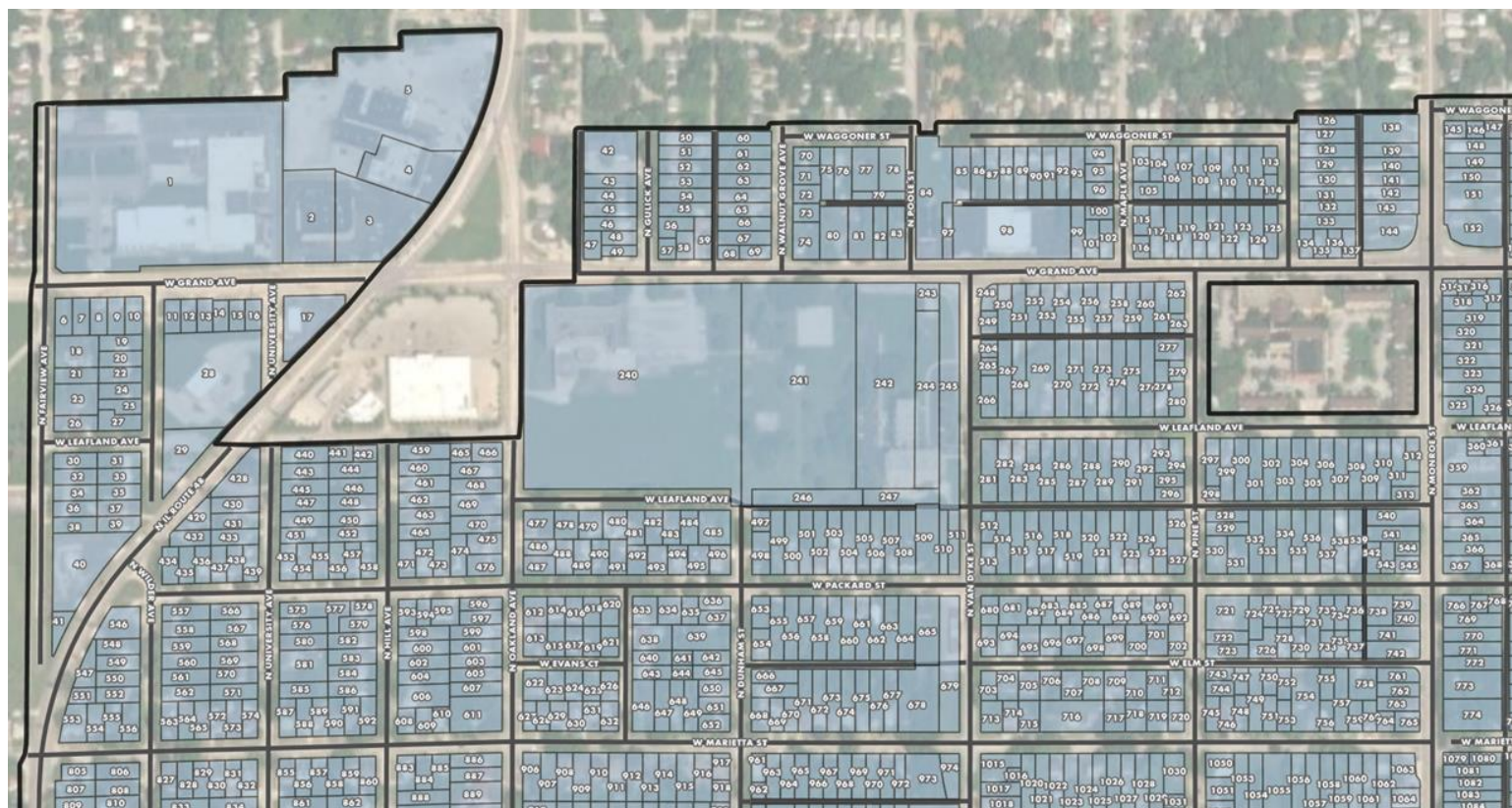
2037	04-12-16-432-023	ADCOCK SHIRLEY L & DONNA L
2038	04-12-16-432-024	TAYLOR BARBARA JEAN & ROBERT M
2039	04-12-16-432-025	MACON COUNTY TRUSTEE
2040	04-12-16-432-026	MALTBY GREGORY A & PAEGE
2041	04-12-16-432-027	GUARDIAN TAX IL LLC
2042	04-12-16-432-028	JONES DANIEL & CAROLINE
2043	04-12-16-432-029	JONES DANIEL & CAROLINE
2044	04-12-16-432-030	LIVINGSTON GREG
2045	04-12-16-432-031	JONES DANIEL & CAROLINE
2046	04-12-16-432-032	LIVINGSTON GREG
2047	04-12-16-433-002	MACON COUNTY TRUSTEE
2048	04-12-16-433-001	TAYLOR AARON L
2049	04-12-16-433-003	COX TWANDRIA
2050	04-12-16-433-004	BOERGER RODNEY G
2051	04-12-16-433-005	VAN GASKEN DANIEL
2052	04-12-16-433-006	BOERGER RODNEY G & DEBBIE
2053	04-12-16-433-007	A TO Z REALTY INVESTMENTS LLC 118
2054	04-12-16-433-008	MEYERS KENNY
2055	04-12-16-433-009	READ DANNY R & CYNTHIA D
2056	04-12-16-433-010	LIGON LINDA R
2057	04-12-16-433-011	RICHARDSON JEREMY A
2058	04-12-16-433-012	CLARK-OUTLAW DEBORAH L & OUTLAW LLOYD C
2059	04-12-16-433-013	CLARK-OUTLAW DEBORAH L
2060	04-12-16-433-014	HINES NATHANIEL JR
2061	04-12-16-433-015	READ JUANITA & CALVIN D & VINCENT B
2062	04-12-16-433-016	STEPNEY WILLIE J
2063	04-12-16-433-017	MAJORS DEVEN M
2064	04-12-16-433-018	MITCHELL ALVELL SR
2065	04-12-16-433-019	MACON COUNTY TRUSTEE
2066	04-12-16-479-001	MANGINELLO MARY & RICHARD
2067	04-12-16-433-020	MORSTATTER JERD & MARIANN
2068	04-12-16-433-021	TAYLOR LATISA T & RANDALL T
2069	04-12-16-433-022	TAYLOR ERNESTINE & ROBERT
2070	04-12-16-433-023	TAYLOR LATISA T & RANDALL T
2071	04-12-16-433-024	COHEN ALVIN & MELISSA
2072	04-12-16-433-025	WIMBISH REGENIA W
2073	04-12-16-433-026	ROGERS YULONDA & TERRY DENISE
2074	04-12-16-433-027	GARNER SHAWN LAMONT
2075	04-12-16-433-028	TAYLOR DERRICK L & ASHLEY N
2076	04-12-16-433-029	ABBAS WASEEM

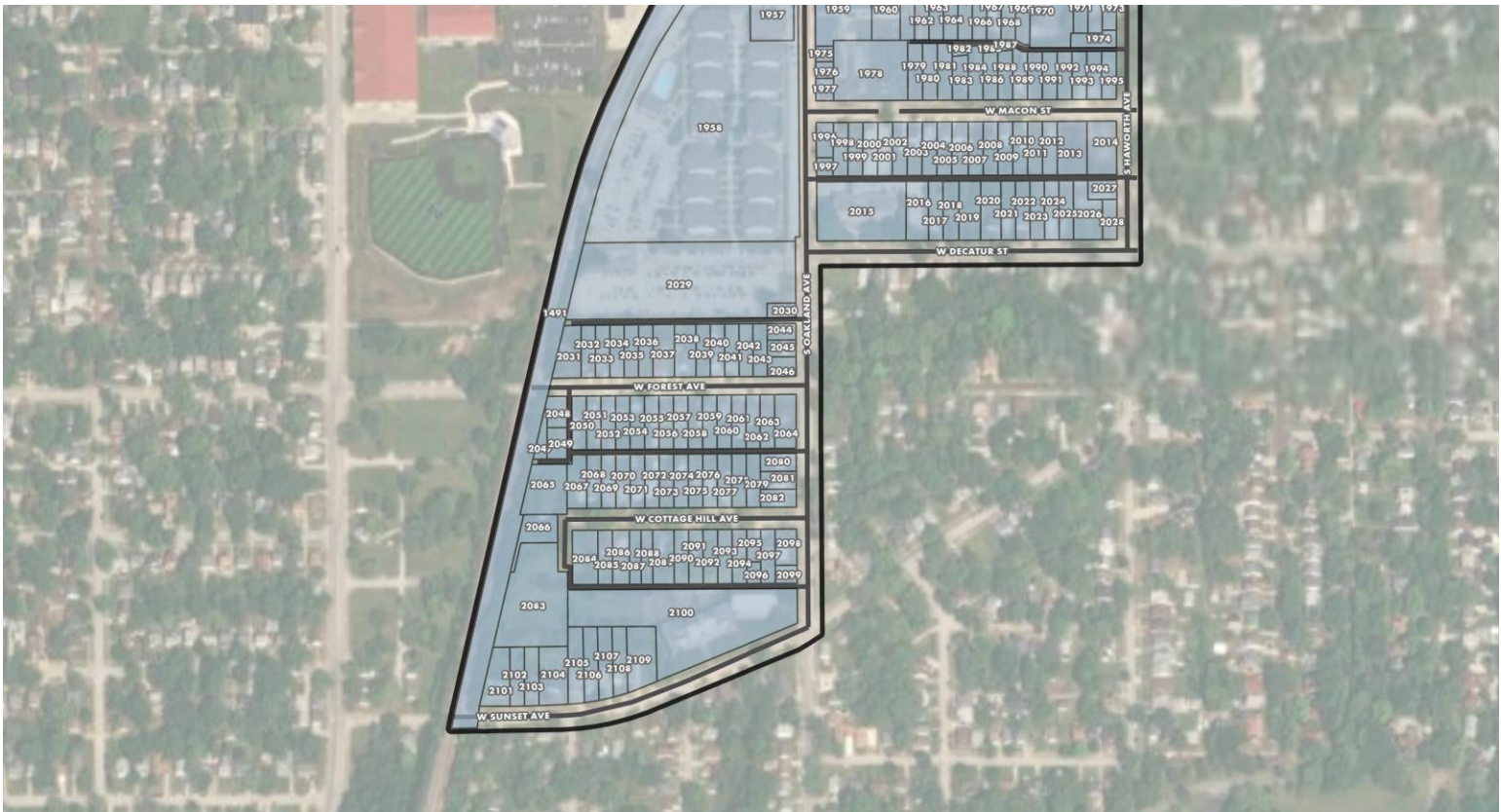
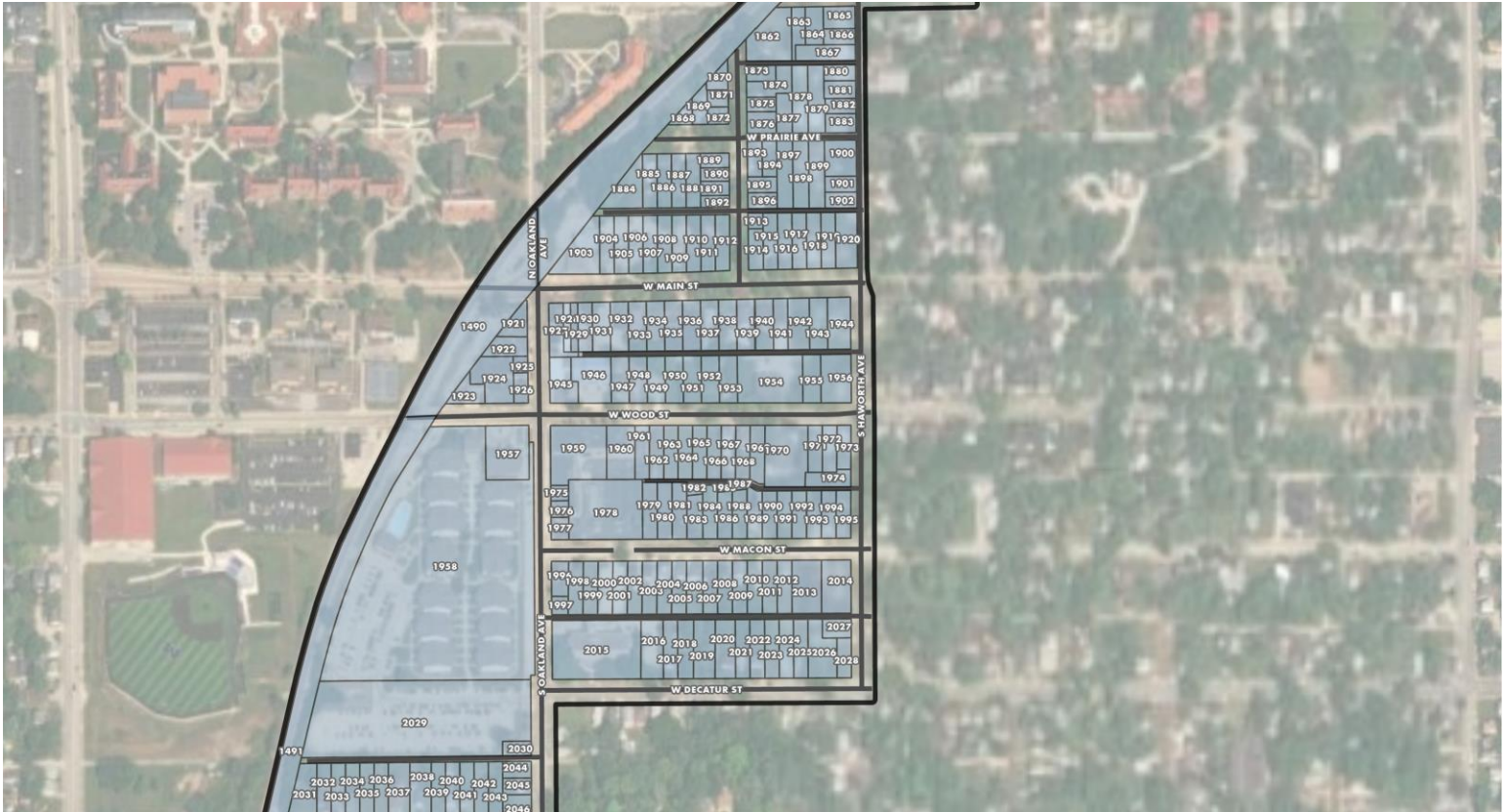
2077	04-12-16-433-030	TRANSFORMATION LIFE CHANGERS CARES 4 YOU
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2079	04-12-16-433-032	MEYERS BESSIE E
2080	04-12-16-433-033	ARCHER ROBERT J
2081	04-12-16-433-034	COOK DANIELLE D
2082	04-12-16-433-035	ROGERS DUANE & JACKSON RASHEA
2083	04-12-16-479-020	CITY OF DECATUR
2084	04-12-16-479-004	CITY OF DECATUR
2085	04-12-16-479-005	TAYLOR LATISA T & RANDALL T
2086	04-12-16-479-006	CLARK LARRY & JOYCE
2087	04-12-16-479-007	CITY OF DECATUR
2088	04-12-16-479-008	RAMIREZ CARLOS
2089	04-12-16-479-009	GREEN JOYCE TYUS
2090	04-12-16-479-010	GREEN JAMES A
2091	04-12-16-479-011	GREEN AL C
2092	04-12-16-479-012	CASON VINETTIA
2093	04-12-16-479-013	CASON ARNOLD JR
2094	04-12-16-479-014	HURLEY HERBERT F JR
2095	04-12-16-479-015	TAYLOR LAWRENCE & GLADYS
2096	04-12-16-479-016	TAYLOR LAWRENCE E
2097	04-12-16-479-017	MATTEWS AARON
2098	04-12-16-479-018	TSA HOLDING GROUP LLC
2099	04-12-16-479-019	STILES JOSHUA & PERRYMAN KACIE (CFD)
2100	04-12-16-479-021	CITY OF DECATUR
2101	04-12-16-479-022	DRANE ELAINE K
2102	04-12-16-479-023	CITY OF DECATUR
2103	04-12-16-479-024	RICHARDSON JEREMY A
2104	04-12-16-479-025	JOHNSON CREEHANNAH
2105	04-12-16-479-026	FLYNN CHARLES K
2106	04-12-16-479-027	CITY OF DECATUR
2107	04-12-16-479-028	FAMILY LEASE LLC
2108	04-12-16-479-029	ADEBAYO DANIEL & KATHRYN
2109	04-12-16-479-033	HOLT-SHIRLEY HENRIETTA
2110	04-12-14-151-001	KAMELI TAHER TRUSTEE
2111	04-12-14-151-005	KAMELI TAHER TRUSTEE
2112	04-12-14-151-002	KAMELI TAHER TRUSTEE
2113	04-12-14-151-003	KAMELI TAHER TRUSTEE
2114	04-12-14-151-015	KAMELI TAHER TRUSTEE
2115	04-12-14-151-021	BALDWIN EMILY JANE
2116	04-12-14-151-013	GLH REAL ESTATE CO

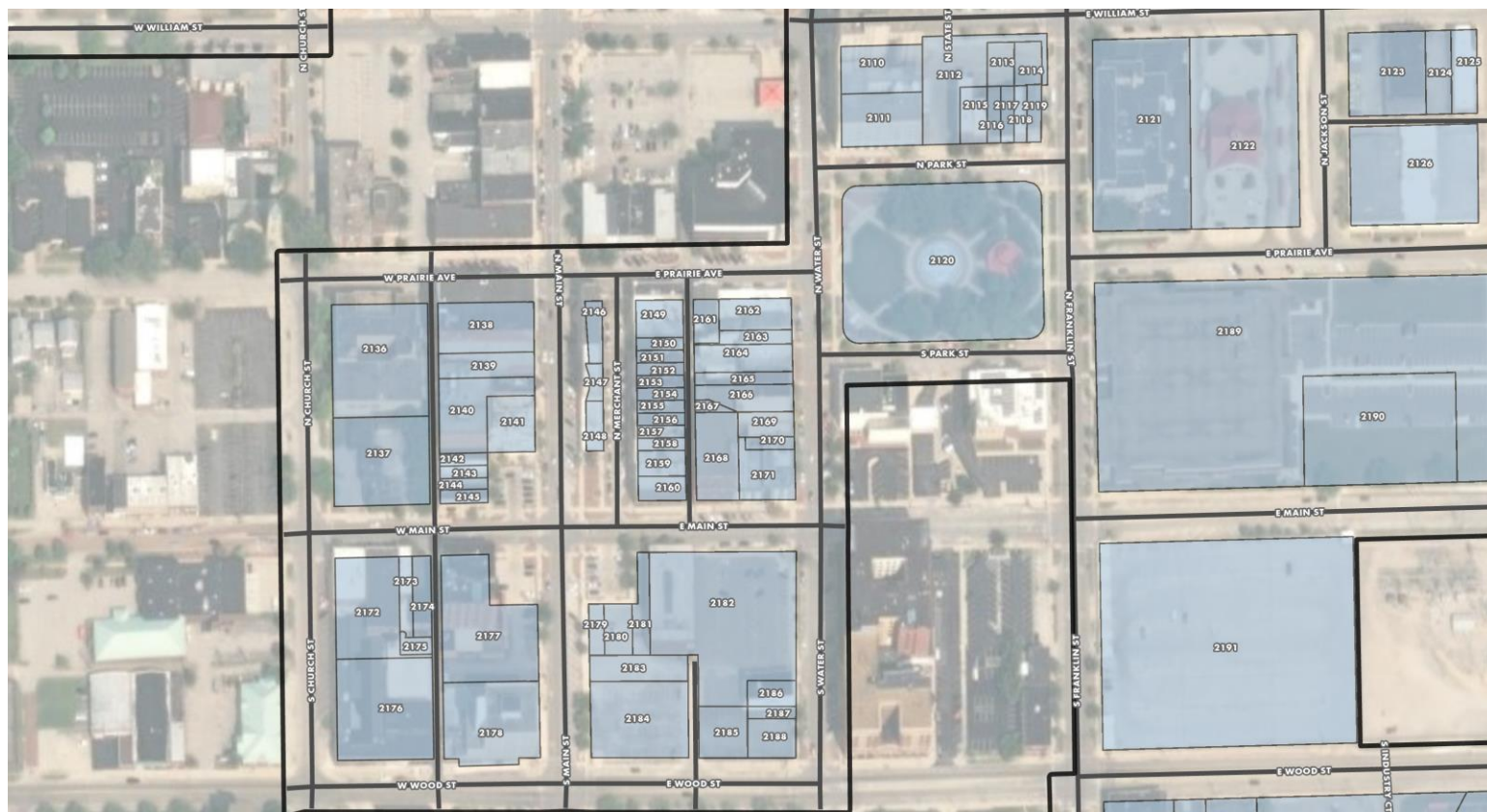
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2119	04-12-14-151-016	WTD LLC SERIES 285 N FRANKLIN DOWNING
2120	04-12-14-155-001	CITY OF DECATUR
2121	04-12-14-152-001	UNITED STATES OF AMERICA
2122	04-12-14-152-002	CITY OF DECATUR
2123	04-12-14-153-001	JACKSON MALINDA
2124	04-12-14-153-002	CENTRAL ILLINOIS R E INVESTMENT LLC
2125	04-12-14-153-003	DECATUR BLAZE HOLDINGS LLC
2126	04-12-14-153-004	CENTRAL ILLINOIS R E INVESTMENTS LLC
2127	04-12-14-154-001	LAKE DOUGLAS S
2128	04-12-14-154-002	WOLFER MARK A & ASSOC
2129	04-12-14-154-003	C DEADRICK DEVELOPMENT
2130	04-12-14-154-004	C DEADRICK DEVELOPMENT
2131	04-12-14-154-005	BRENT ANTHONY D & ANITA L
2132	04-12-14-154-007	BALLINGER DENNIS D
2133	04-12-14-154-008	EICHEL DAWN
2134	04-12-14-154-009	CARMALA LLC
2135	04-12-14-176-001	PRAIRIE STATE BANK FSB TRUSTEE
2136	04-12-15-280-001	COMMERCIAL REALESTATE GROUP LLC
2137	04-12-15-280-002	BYERS FRANK H II TRUSTEE
2138	04-12-15-280-003	HERITAGE BEHAVIORAL HEALTH CENTER INC
2139	04-12-15-280-004	FRIENDS OF THE LINCOLN SQUARE THEATER INC
2140	04-12-15-280-010	LINCOLN SQUARE THEATRE INC
2141	04-12-15-280-011	MACON COUNTY DEVELOPMENT GROUP LLC
2142	04-12-15-280-006	MACON COUNTY DEVELOPMENT GROUP LLC
2143	04-12-15-280-007	MACON COUNTY DEVELOPMENT GROUP LLC
2144	04-12-15-280-008	MACON COUNTY DEVELOPMENT GROUP
2145	04-12-15-280-009	C CENTRE LLC
2146	04-12-15-281-007	1289 BALBOA LLC
2147	04-12-15-281-002	BALLOG JOHN C & ELIZABETH
2148	04-12-15-281-003	DOWNTOWN DEVELOPMENT LLC
2149	04-12-15-282-041	1888 RE LLC
2150	04-12-15-282-042	P A R PROPERTIES LLC
2151	04-12-15-282-005	MANCHESTER HEIGHTS LLC
2152	04-12-15-282-006	FIRST MID BANK & TRUST NA
2153	04-12-15-282-007	MACON COUNTY DEVELOPMENT GROUP LLC(CFD)
2154	04-12-15-282-008	MCSHERRY PROPERTIES LLC
2155	04-12-15-282-009	LOEHR STEVEN & MARINA
2156	04-12-15-282-010	C CENTRE LLC

2157	04-12-15-282-011	HAWKINS KAREN
2158	04-12-15-282-012	HAWKINS KAREN
2159	04-12-15-282-013	C CENTER LLC
2160	04-12-15-282-014	100 MERCHANT CORP
2161	04-12-15-282-032	B & G PROPERTY GROUP LLC
2162	04-12-15-282-016	MACON COUNTY DEVELOPMENT GROUP LLC
2163	04-12-15-282-017	DEETZ TINA MARIE
2164	04-12-15-282-019	MACON COUNTY DEVELOPMENT
2165	04-12-15-282-020	RAUPP WM J
2166	04-12-15-282-028	THEATRE 7 INC
2167	04-12-15-282-022	CITY OF DECATUR
2168	04-12-15-282-043	C CENTRE LLC
2169	04-12-15-282-025	DECATUR AREA ARTS COUNCIL INC
2170	04-12-15-282-026	DECATUR AREA ARTS COUNCIL
2171	04-12-15-282-027	C CENTRE LLC
2172	04-12-15-284-001	101 MAIN PLACE LLC
2173	04-12-15-284-002	MACON COUNTY DEVELOPMENT GROUP LLC
2174	04-12-15-284-003	CASEY GUY S R
2175	04-12-15-284-004	MDA PROPERTIES LLC
2176	04-12-15-284-005	101 MAIN PLACE LLC
2177	04-12-15-284-011	MDA PROPERTIES LLC
2178	04-12-15-284-010	DECATUR PUBLIC BLD COMM
2179	04-12-15-285-001	C CENTRE LLC
2180	04-12-15-285-002	C CENTRE LLC
2181	04-12-15-285-003	C CENTRE LLC
2182	04-12-15-285-018	C CENTRE LLC
2183	04-12-15-285-019	C CENTER LLC
2184	04-12-15-285-021	CITY OF DECATUR
2185	04-12-15-285-013	C CENTER LLC
2186	04-12-15-285-015	C CENTRE LLC
2187	04-12-15-285-016	C CENTRE LLC
2188	04-12-15-285-017	C CENTRE LLC
2189	04-12-14-157-007	CITY OF DECATUR
2190	04-12-14-157-004	CITY OF DECATUR
2191	04-12-14-160-001	CITY OF DECATUR
2192	04-12-14-302-001	FIREHOUSE PROPERTY LLC
2193	04-12-14-302-002	FOMBELLE MICHAEL J
2194	04-12-14-302-003	BROWN REX ET AL
2195	04-12-14-302-005	FOMBELLE MICHAEL J
2196	04-12-14-302-007	BROWN REX ET AL

2197	04-12-14-302-008	CMI INVESTMENTS LLC
2198	04-12-14-302-009	CITY OF DECATUR
2199	04-12-14-304-007	CITY OF DECATUR
2200	04-12-14-304-017	DECATUR PUBLIC BUILDING
2201	04-12-14-304-002	DECATUR PUBLIC BUILDING
2202	04-12-14-304-010	CITY OF DECATUR
2203	04-12-14-302-010	CITY OF DECATUR
2204	04-12-14-302-013	CITY OF DECATUR
2205	04-12-14-302-012	CITY OF DECATUR
2206	04-12-14-304-018	CITY OF DECATUR
2207	04-12-14-304-013	CITY OF DECATUR
2208	04-12-14-304-014	CITY OF DECATUR
2209	04-12-14-304-015	CITY OF DECATUR
2210	04-12-14-306-001	CHURCH OF LIVING GOD TEMPLE 46
2211	04-12-14-306-002	WEATHERFORD ANDREW R & JOSIE D
2212	04-12-14-306-003	CHURCH OF LIVING GOD
2213	04-12-14-306-012	CHURCH OF THE LIVING GOD
2214	04-12-14-306-013	CITY OF DECATUR
2215	04-12-14-306-010	CHURCH OF THE LIVING GOD
2216	04-12-14-306-011	METATRONS CUBE LLC
2217	04-12-14-306-014	CITY OF DECATUR
2218	04-12-14-306-009	MACON COUNTY TRUSTEE







Attorney

DATE: 5/6/2024

MEMO:

TO: Mayor Moore Wolfe
City Council Members

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Ordinance Designating the Central TIF Redevelopment Project Area

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. _____

**ORDINANCE DESIGNATING THE CENTRAL TIF REDEVELOPMENT
PROJECT AREA**

WHEREAS, the City Council has heretofore in Ordinance No. _____ adopted and approved the Tax Increment Redevelopment Plan and Project for the Central TIF Redevelopment Project Area, with respect to which a public hearing was held on **4/16/2024**, and it is now necessary and desirable to designate the area referred to in said Plan as the Central TIF Redevelopment Project Area;

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS, that the area described in the attached Exhibit A is hereby designated as Central TIF Redevelopment Project Area pursuant to Section 11-74.4.4 of the Tax Increment Allocation Redevelopment Act:

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

This Ordinance shall be in full force and effect from and after its approval, passage, and publication as required by law.

APPROVED:

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

PUBLISHED this _____ day of _____, 2024.

Kim Althoff, City Clerk

Exhibit A

BOUNDARY LEGAL DESCRIPTION CENTRAL TIF REDEVELOPMENT PROJECT AREA CITY OF DECATUR, ILLINOIS

Commencing at a point of beginning at the intersection of the North right-of-way line of East Marietta Street and the West right-of-way line of the Illinois Central Railroad; thence South then Southwest along the West right-of-way line of the Illinois Central Railroad to the South right-of-way line of East Prairie Avenue; thence West along the South right-of-way line of East Prairie Avenue to the East right-of-way line of North Martin Luther King Jr. Drive; thence South along the East right-of-way of South Martin Luther King Jr. Drive to the extension of the North property line of 480 East Main Street (PIN: 04-12-14-157-005); thence along the North property line of 480 East Main Street and along the North property line of the lot immediately West of 480 East Main Street (PIN: 04-12-14-157-006) to the West property line of said lot immediately West of 480 East Main Street; thence along the West property line of the lot immediately West of 480 East Main Street extended to the South right-of-way line of East Main Street; thence along the South right-of-way line of East Main Street to the East property line of City of Decatur Parking Garage C, 136 South Franklin Street (PIN: 04-12-14-160-001); thence South along the East property line of said City Parking Garage C to the North right-of-way line of East Wood Street; thence along the North right-of-way line of East Wood Street to the West right-of-way line of the Illinois Central Railroad; thence southwest along the West right-of-way line of the Illinois Central Railroad to the South right-of-way line of East Decatur Street; thence West along the South right-of-way line of East Decatur Street to the West right-of-way line of South Franklin Street; thence North along the West right-of-way line of South Franklin Street to the South right-of-way line of South Park Street; thence West along the South right-of-way line of South Park Street to the East right-of-way line of North Water Street; thence South along the right-of-way line of North Water Street and South Water Street to the South right-of-way line of East Wood Street; thence West along the South right-of-way line of East Wood Street to the West right-of-way line of South Church Street; thence North along the West right-of-way line of South Church Street to the North right-of-way line of East Prairie Avenue; thence along the North right-of-way line of East Prairie Avenue to the West right-of-way line of North Water Street; thence North along the West right-of-way line of North Water Street to the North right-of-way line of East William Street; thence East along the North right-of-way line of East William Street to the East property line of 350 North Water Street (PIN: 04-12-14-109-007); thence North along the East property line of said 350 North Water Street to the South right-of-way line of East North Street; thence along the South right-of-way line of East North Street to the West right-of-way line of North Main Street; thence North along the West right-of-way line of North Main Street to the South right-of-way line of West Eldorado Street; thence West along the South right-of-way line of West Eldorado Street to the East right-of-way line of North Church Street; thence South along the East right-of-way line of North Church Street to the South right-of-way line of East William Street; thence West along the South right-of-way line of East William Street to the extended West property line of the Masonic Temple property at 224 West William (PIN: 04-12-15-235-008); thence North along the West property line of said 224 West William to the South right-of-way line of West North Street; thence West along the South right-of-way line of West North Street to the East right-of-way line of North College Street (East side of College Square); thence along the East right-of-way line of said North College Street to the North right-of-way line of West North Street (North side of College Square); thence along the North right-of-way line of said West North Street to the West right-of-way line of North College Street (West side of College Square); thence South along the West right-of-way line of said North College Street to the South right-of-way line of West North Street; thence West along the South right-of-way line of West North Street extended to the East property line of 927 West North Street (PIN: 04-12-15-107-002); thence South along said property line of 927 West North Street and continuing South along the East property line of 920 West William Street (PIN: 04-12-15-107-015) extended to the South right-of-way line of West William Street; thence West along the South right-of-way line of West William Street to the East right-of-way line of North Haworth Avenue; thence South along the East right-of-way line of North Haworth Avenue to the South right-of-way line of West Decatur Street; thence West along the South right-of-way line of West Decatur Street to the East right-of-way line of South Oakland Avenue; thence South along the East right-of-way line of South Oakland Avenue to the South right-of-way line of West Sunset Avenue; thence Southwest and then West along the South right-of-way line of West Sunset Avenue to the East right-of-way line of the Norfolk Southern Railway; thence Northeast along the East right-of-way line of the Norfolk Southern Railway to the South property line of 901 West Eldorado Street (PIN: 04-12-15-104-043); thence West and North along the South and West property lines of said 901 West Eldorado Street to its intersection with the South right-of-way line of West Eldorado Street; thence East along the South right-of-way line of West Eldorado Street to

the extension of the West right-of-way line of University Avenue; thence North along the West right-of-way line of University Avenue extended to the North right-of-way line of the Norfolk Southern Railway; thence West along the North right-of-way line of the Norfolk Southern Railway to the West property line of the Fairview Plaza Shopping Center (1401 West King Street, PIN: 04-12-09-456-022), said property line being the West line of the Southeast ¼ of Section 9, Township 16 North, Range 2 East; thence North along the said West property line of the Fairview Plaza Shopping Center extended to the North right-of-way line of West King Street; thence East along the North right-of-way line of West King Street to the West right-of-way line of North Fairview Avenue; thence North along the West right-of-way line of North Fairview Avenue to the extension of the North property line of the Akorn Subdivision (1222 West Grand Avenue, PIN: 04-12-09-284-015); thence East along the North property line of said Akorn Subdivision extended to the West right-of-way line of North University Avenue; thence North along the West right-of-way line of North University Avenue to the extension of the North property line of the Colonial Place Addition, Lot 1 (1355 North Route 48, PIN:04-12-09-284-013); thence along said North property line of said Colonial Place Addition, Lot1, to the East right-of-way line of IL Route 48; thence Southeast along the East right-of-way line of IL Route 48 to the North right-of-way line of West Leafland Avenue; thence East along the North right-of-way line of West Leafland Avenue to the West right-of-way line of North Oakland Avenue; thence North along the West right-of-way line of North Oakland Avenue to the North right-of-way line of West Grand Avenue; thence East along the North right-of-way line of Grand Avenue to the West right-of-way line of the first alley East of Oakland Avenue; thence North along the West right-of-way line of the first alley East of Oakland Avenue to the North property line of 1343 North Gulick Avenue (PIN: 04-12-10-156-021); thence East along the North property line of 1343 North Gulick Avenue and the North property line of 1350 North Gulick Avenue (PIN: 04-12-10-157-007) and the North property line of 1353 North Walnut Grove Avenue (PIN: 04-12-10-157-023) to the East right-of-way line of North Walnut Grove Avenue; thence North along the East right-of-way line of North Walnut Grove Avenue to the North right-of-way line of West Waggoner Street; thence along the North right-of-way line of West Waggoner Street to the West right-of-way line of North Huron Street; thence North along the West right-of-way line of North Huron Street to the extension of the North property line of 1380 North Huron Street (PIN: 04-12-10-184-010); thence East along the North property line of said 1380 North Huron Street and the North property line of 1367 North Monroe Street (PIN: 04-12-10-184-043) to the West right-of-way line of North Monroe Street; thence North along the West right-of-way line of North Monroe Street to the North right-of-way line of West Waggoner Street; thence East along the North right-of-way line of West Waggoner Street to the East right-of-way line of North Union Street; thence South along the East right-of-way line of North Union Street to the North property line of 1374 North Union Street (PIN: 04-12-10-279-007); thence East along said North property line of 1374 North Union Street and continuing East along the North property line of 1375 North Church Street (PIN: 04-12-10-279-023) and continuing East along the South property line of 1412 North Church Street (PIN: 04-12-10-280-006) and continuing East along the North property line of 1377 North Main Street (PIN: 04-12-10-280-032) to the East right-of-way line of North Main Street; thence South along the East right-of-way line of North Main Street to the South right-of-way line of West Marietta Street extended; thence West along the South right-of-way line of West Marietta Street to the West right-of-way line of the first alley West of North Main Street; thence north along the West right-of-way line of the first alley West of North Main Street to the South right-of-way line of East Grand Avenue; thence West along the South right-of-way line of West Grand Avenue to the East right-of-way line of North Edward Street; thence South along the East right-of-way line of North Edward Street to the North right-of-way line of the Norfolk Southern Railway; thence East along the North right-of-way line of the Norfolk Southern Railway to the West right-of-way line of North Church Street; thence north along the West right-of-way line of North Church Street to the North right-of-way line of West Green Street; thence East along the North right-of-way line of West Green Street to the West right-of-way line of the first alley West of North Main Street; thence North along the West right-of-way of the first alley West of North Main Street to the North right-of-way line of West King Street; thence East along the North right-of-way line of West King Street to the East right-of-way line of North Main Street; thence South along the East right-of-way line of North Main Street to the North right-of-way line of the Norfolk Southern Railway; thence East along the North right-of-way line of the Norfolk Southern Railway to the West right-of-way line of North Martin Luther King Jr. Drive; thence North along the West right-of-way of North Martin Luther King Jr. Drive to the North right-of-way line of East Marietta Street; thence East long the North right-of-way line of East Marietta Street to the point of beginning.

Except the following:

Beginning at the intersection of the South right-of-way line of West Grand Avenue and the West right-of-way line of North Monroe Street; thence South along the West right-of-way line of North Monroe Street to the North right-of-way line of West Leafland Avenue; thence West to the East right-of-way line of North Pine Street; thence North along the East right-of-way line of North Pine Street to the South right-of-way line of West Grand Avenue; thence East along the South right-of-way line of West Grand Avenue to the point of beginning.

City Clerk

DATE: 5/6/2024

MEMO:

TO: Mayor Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Ordinance Adopting Tax Increment Financing (TIF) for the Central TIF
Redevelopment Project Area

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. _____

**ORDINANCE ADOPTING TAX INCREMENT FINANCING (TIF)
FOR THE CENTRAL TIF REDEVELOPMENT PROJECT AREA**

WHEREAS, the City of Decatur, Illinois desires to adopt tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et. seq., as amended, hereinafter referred to as the "TIF Act".

WHEREAS, the City of Decatur has adopted a Tax Increment Redevelopment Plan and Project, designated the Central TIF Redevelopment Project Area pursuant to the provisions of the TIF Act, and has otherwise complied with all other conditions precedent required by the TIF Act.

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

1. Tax increment financing is hereby adopted in respect to the Tax Increment Redevelopment Plan and Project for the Central TIF Redevelopment Project Area (the "Area") approved and adopted pursuant to Ordinance No. _____ of the City of Decatur, which said the Area was designated pursuant to Ordinance No. _____ and the boundaries thereof being legally described therein.
2. After the total equalized assessed valuation (EAV) of taxable real property in the Central TIF Redevelopment Project Area exceeds the total initial equalized assessed value of all taxable real property in the Central TIF Redevelopment Project Area, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Central TIF Redevelopment Project Area by taxing districts and the rates determined in the manner provided in paragraph (c) of Section 11-74.4-9 of the TIF Act each year after the effective date of this Ordinance until the redevelopment project costs and all municipal obligations issued in respect thereto have been paid shall be divided as follows:
 - a. That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Central TIF Redevelopment Project Area shall be allocated to and when collected shall be paid by the County Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.
 - b. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in Central TIF Redevelopment Project Area over and above the initial equalized assessed value of each property in the Central TIF Redevelopment Project Area shall be allocated to and when collected shall be paid to the

municipal treasurer who shall deposit said taxes into a special fund called "the Special Tax Allocation Fund for the Central TIF Redevelopment Project Area" of the City of Decatur for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof, pursuant to such appropriations which may be subsequently made.

3. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.
4. This Ordinance shall be in full force and effect from and after its approval, passage, and publication as required by law.

APPROVED:

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

PUBLISHED this _____ day of _____, 2024.

Kim Althoff, City Clerk

City Clerk

DATE: 5/6/2024

MEMO:

TO: Mayor Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Ordinance Authorizing A TIF Redevelopment Agreement Between the City of Decatur and Merchant Street South, LLC

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Ordinance and Redevelopment Agreement	Ordinance

May 2, 2024

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: TIF Redevelopment Agreement

Action on this proposed redevelopment agreement assumes that the City Council will approve ordinances on May 6 creating the Central Tax Increment Financing (TIF) district. If the Central TIF is not fully enacted, then this item should be tabled.

The owners of the office/retail building at the northwest corner of Water and Main Streets (where Flora Gems is located) and the Giggles Building on Merchant Street request that the city approve a redevelopment agreement enabling the owner to use TIF to upgrade the exterior of the office/retail building at East Main and Water Streets, renovate the upper floors of the same building into modern office spaces, and renovate the upper floors of the Giggles Building into 2 apartments. These improvements advance the objectives of the TIF district by increasing the number of residential units in the central business district and (hopefully) increasing the occupancy of currently vacant commercial spaces downtown. This is exactly how the TIF district should be used to improve commercial properties; and this instrument is similar to agreements recently approved by the City Council in the Eastgate Commons TIF district, on Mt. Zion Road.

While some TIF redevelopment agreements allow incremental tax revenues generated elsewhere in the TIF district to be used in a different part of the TIF district, this redevelopment agreement only allocates 80% of the new tax increment from just these two buildings, and only up to 80% of the project's total costs. In other words, as tax increments are received, the owner will receive rebates equal to 80% of the actual increment, or 80% of the actual project cost, whichever is less. If actual increments are less than projected, the owner will receive only 80% of the increment actually received.

The owner will not recover his entire rehabilitation costs—but the redevelopment agreement is not intended to produce such an outcome. Rehab costs for both buildings are estimated to be approximately \$1.52 million, and incremental tax revenues are estimated to be approximately \$1.45 million (of which he could receive a little over \$1.1 million, depending on the growth of equalized assessed valuations in these properties and the downtown generally).

The attached redevelopment agreement does not include all final revisions by the attorneys; so, we will likely submit an updated version to the council on Friday. But it will be substantially like the attached version.

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING A TIF REDEVELOPMENT AGREEMENT BETWEEN
THE CITY OF DECATUR AND MERCHANT STREET SOUTH, LLC**

WHEREAS, the City is a home rule unit of government, pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and as such has the authority to promote health, safety and welfare, including to prevent the spread of blight and deterioration and inadequate facilities by promoting private development through economic incentive agreements pertaining to its government and affairs, including the economic development of the City and the expansion of its tax base; and

WHEREAS, the specific properties of this Redevelopment Agreement needs redevelopment and improvements to update the appearance and functionality of these old underutilized downtown buildings that are contained within the Central TIF Project Area; and

WHEREAS, the property developer, Merchant Street South, LLC desires to invest more than a million of dollars to improve two older downtown buildings, upon the terms and conditions provided with the attached Redevelopment Agreement; and

WHEREAS, the City Council of the City of Decatur, after due consideration, has concluded that this RDA will serve the best interests of the City.

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

Section 1. That the Redevelopment Agreement presented to the City Council between the City of Decatur and Merchant Street South, LLC be received and approved as presented in the attached Exhibit A.

Section 2. That the City Manager, or their designee, is authorized to execute the Redevelopment Agreement, as attached heretofore as Exhibit A.

Section 3. That City staff is hereby authorized to provide the reimbursement allowed for in this agreement pursuant to the terms and conditions contained there in.

PRESENTED AND ADOPTED this 6th day of May 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXECUTION COPY

THIS DOCUMENT

PREPARED BY:

David S. Silverman
Ancel Glink, P.C.
140 S. Dearborn Street
Suite 600
Chicago, IL 60603

AND AFTER RECORDING

RETURN TO:

David Reimer
Merchant Street South, LLC
101 S. Main Street
Suite 800
Decatur, IL 62523

This Space for Recorder's Use Only

REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF DECATUR

AND

MERCHANT STREET SOUTH, LLC

**(148-160 E. MAIN STREET AND 112 N. MERCHANT STREET—
CENTRAL TIF REDEVELOPMENT PROJECT AREA)**

THIS CITY OF DECATUR/CENTRAL TIF REDEVELOPMENT PROJECT AREA REDEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the _____ day of _____ 2024 ("Effective Date"), by and between **THE CITY OF DECATUR**, an Illinois home rule municipal corporation, (hereinafter referred to as the "City") and **MERCHANT STREET SOUTH, LLC**, an Illinois limited liability company (hereinafter referred to as the "Redeveloper").

RECITALS

WHEREAS, the City is considering adopting a program for the redevelopment of a redevelopment area known as the Central TIF Redevelopment Project Area (the "Redevelopment Area"), pursuant to the Illinois Tax Increment Allocation Redevelopment Act 65 ILCS 5/11-74.4-1, (hereinafter referred to as the "Act");

WHEREAS, the City is considering, pursuant to the provisions of the Act, adopting a plan known as the Central TIF Redevelopment Project Area Redevelopment Plan and Project, prepared by PGAV Planners, dated January 19, 2024 (hereinafter referred to as the "Redevelopment Plan") pertaining to the redevelopment of the Redevelopment Area, a copy of which is available for inspection in the office of the City Clerk of the City;

WHEREAS, Redeveloper is the legal title owner of the properties commonly known as 148-160 E. Main Street and 112 N. Merchant Street, which properties are individually and legally described in Exhibit 1 (individually the "148 E. Main Property" and "112 N. Merchant Property" and collectively, "Properties"), and which Properties are located within the Redevelopment Area;

WHEREAS, Redeveloper desires to substantially modernize and renovate the 148 E. Main Property to attract and retain quality commercial tenants in the downtown Decatur area. The renovations will include exterior facade, window, major components, and interior rough-ins. Currently the over 30,000 square foot building is underutilized with only 45% occupancy with the majority of the building sitting vacant for a long time. The Redeveloper expects that the project redevelopment will help spur business growth in Decatur's downtown ("148 E. Main Project");

WHEREAS, Redeveloper desires to convert the second story of the 112 N. Merchant Property with two market-rent apartments for the downtown Decatur market. The addition of the apartment units will help fulfill the demand for newly developed market rent units in the Decatur and Macon County area ("112 N. Merchant Project", collectively the 148 E. Main Project and 112 N. Merchant Project are "Projects");

WHEREAS, the City anticipates that, in order to achieve the objectives of the Redevelopment Plan, subject to the adoption of Tax Increment Financing for the Redevelopment Area pursuant to the Act, it should provide assistance to the Redeveloper, including the reimbursement of TIF eligible costs related to the Projects;

WHEREAS, the City and the Redeveloper intend this Agreement to constitute a redevelopment agreement under Section 11-74.4-4(b) of the Act, 65 ILCS 5/11-74.4-4(b);

WHEREAS, in order to eliminate the blighting conditions within the Redevelopment Area, to help arrest and prevent blighting conditions outside the Properties in the Redevelopment Area, to enhance the quality of life in the City, to provide an economic stimulus to the area of the City within which the Projects are located in order to attract other private development which will enhance the tax base of the City and to further the objectives of the Redevelopment Plan, the City pursuant to its Home Rule Powers under Article 7 of the Constitution of the State of Illinois and the powers granted to the City pursuant to the Act, intends, subject to the adoption of Tax Increment Financing for the Redevelopment Area pursuant to the Act, to provide to the Redeveloper, Public Investment to help alleviate certain private costs of the Redeveloper;

WHEREAS, without the assistance of the City ("but for this TIF") as set forth in this Agreement, the Redeveloper would not undertake the Projects;

WHEREAS, the construction cost of the 148 E. Main Project is estimated to be One Million One Hundred and Seven Thousand Seven Hundred and One (\$1,107,701.00) Dollars and construction cost of the 112 N. Merchant Project is estimated to be Four Hundred and Seventeen Thousand and Three Hundred and Three Dollars (\$417,303.00) as more fully shown on Exhibit 2 attached hereto and made a part hereof;

WHEREAS, the City believes, subject to the adoption of Tax Increment Financing for the Redevelopment Area pursuant to the Act, it is necessary to redevelop the Redevelopment Area in order to arrest the economic and physical decline contained there, and to promote a policy of stabilization not only in the proposed Redevelopment Area, but also in the surrounding area of the City; and

WHEREAS, the City believes that the Projects, subject to the adoption of Tax Increment Financing for the Redevelopment Area pursuant to the Act, pursuant to the proposed Redevelopment Plan are in the vital and best interests of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE I: DEFINITIONS

"Act" means the *Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq* as it may be amended from time to time.

"Applicable Law" means all laws, statutes, acts, ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Governmental

Authorities, that now or hereafter during the term of this Agreement may be applicable to the City, the Redeveloper, and/or the Project, and the construction, maintenance, use and operation thereof, including those relating to employees, zoning, building, health, safety, Hazardous Materials, and accessibility of public facilities.

"Public Investment" means the rebate Real Estate Tax Increment in the manner provided in Article IV of this Agreement.

"Real Estate Tax Increment" means the *ad valorem* real property taxes levied and received by the City on the Equalized Assessed Value of the Project, the Project Site and any other structures or buildings on the Project Site less the Initial Equalized Assessed Value for the Redevelopment Area as determined pursuant to the Act.

"Redevelopment Area" means the Central TIF Redevelopment Project Area as adopted by the City's corporate authorities on May 6, 2024.

"Substantial Completion or Substantially Complete" means complete construction of the shell and core, with finished interiors of common areas and, as to residential areas of each building, to the point of qualification for the issuance of certificates of occupancy pursuant to codes of the City, except for minor and ancillary alterations or additional work.

ARTICLE II: DEVELOPMENT OF THE PROJECTS

- 2.1 Development of the Projects.** The Redeveloper will utilize its best efforts to develop the Projects in a manner that is compatible with the Redevelopment Plan and Applicable Law.
- 2.2 Construction Plans.** The Redeveloper shall submit to the City no later than forty-five (45) days prior to the commencement of construction, the construction plans for the Projects (the "Construction Plans"). The City shall, within thirty (30) days from receipt, approve or disapprove the Construction Plans for the Projects, after reviewing said plans for compliance with Applicable Law, including but not limited to the life safety and zoning regulations, and conformance with the Preliminary Plans and Final Site Plans. If the City disapproves the Construction Plans, the Redeveloper shall submit revised plans within a reasonable time from the date of rejection. Upon resubmission, the City shall review and approve or disapprove such revised plans within ten (10) days of submittal. This process shall repeat until the plans are approved by the City.
- 2.3 Amended Construction Plans.** Prior to completion of the 148 E. Main Project and 112 N. Merchant Project, if the Redeveloper desires to make any substantial change in the Construction Plans which significantly affects the appearance, function, or structural integrity of the 148 E. Main Project or 112 N. Merchant Project, the Redeveloper shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of the Redevelopment Plan and this Agreement, meet

Applicable Law and do not create a fundamental change in the nature, size or aesthetics of the 148 E. Main Project or 112 N. Merchant Project, the City shall approve the proposed change and notify the Redeveloper in writing of its approval. If the City disapproves of such change, it shall notify the Redeveloper in writing with specificity as to the reasons for the disapproval, in which event the Redeveloper may submit a revised change within a reasonable time thereafter. This process shall repeat until the revised plans are approved by the City or the change is abandoned by the Redeveloper. If such change is not so approved or rejected in writing within ten (10) working days of receipt of the submission to the City from the Redeveloper, such change will be deemed approved.

2.4 Commencement and Completion Requirements.

2.4.1 Commencement. The Redeveloper shall commence construction of the 148 E. Main Project and 112 N. Merchant Project no later than the first day of the third month after issuance of a building permit by the City for the 148 E. Main Project and 112 N. Merchant Project.

2.4.2 Completion. The Redeveloper shall Substantially Complete construction of the 148 E. Main Project and 112 N. Merchant Project within eighteen (18) months after commencement of construction or other mutually agreeable date.

2.5 Certificate of Completion. Promptly after Substantial Completion of construction of the 148 E. Main Project and 112 N. Merchant Project and upon request of the Redeveloper, the City will execute and deliver to the Redeveloper a certificate of completion. Said instrument of certification by the City shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction with respect to the obligations of the Redeveloper and its successors and assigns that the construction of the Project has been Substantially Complete in accordance with the provisions of this Agreement and in accordance with the requirements of the City's Municipal Code.

2.6 Form of Certification. The certification provided for in Section 2.5 shall be in such form as will enable it to be recorded in the Office of the Recorder of Deeds, Macon County, Illinois. If the City refuses or fails to provide any certification in accordance with the provisions of this Agreement, the City shall, within fifteen (15) days after written request by the Redeveloper, provide the Redeveloper with a written statement indicating in adequate detail in which respects the Redeveloper has failed to Substantially Complete construction of the 148 E. Main Project or 112 N. Merchant Project in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or steps will be necessary, in the opinion of the City, for the Redeveloper to take or perform in order to obtain such certification. Said certification as provided herein shall not be unreasonably withheld by the City and the Project shall be deemed approved if the City fails to conform to the provisions of Section 2.3 and this Section 2.6.

- 2.7 Quality of Construction and Conformance to Federal, State and Local Requirements.** All work with respect to the Projects shall conform to Applicable Law including, but not limited to, design standards, environmental codes and life safety codes. The Redeveloper shall cause the construction of the Projects to be commenced and to be prosecuted with due diligence and in good faith in accordance with the terms of this Agreement, and without delay and shall cause the Projects to be constructed in a good and workmanlike manner in accordance with the Construction Plans and the Final Site Plans. If the Projects are constructed in compliance with the Construction Plans as approved pursuant to Section 2.6 above, it will be deemed to be in conformance with Building Codes of the City.
- 2.8 Utilities.** Except as otherwise provided in this Agreement, all arrangements for utilities must be made by the Redeveloper with the applicable utility company. The City makes no representations whatsoever with respect to the adequacy or availability of utilities with respect to the Projects or Properties; however, the City, if requested by the Redeveloper, shall make reasonable efforts to assist in obtaining utility rights, approvals and permits.
- 2.9 Liability Insurance Prior to Completion.** Prior to commencement of construction of the 148 E. Main Project and 112 N. Merchant Project, the Redeveloper or the Redeveloper's contractor shall procure and deliver to the City, at the Redeveloper's or such contractor's cost and expense, and shall maintain in full force and effect until each and every obligation of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and workmen's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than One Million (\$1,000,000) Dollars each occurrence and Two Million (\$2,000,000.00) Dollars total, all such policies to be in such form and issued by such companies as shall be reasonably acceptable to the City to protect City and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the Projects or the improvements or the construction and improvement thereof. Each such policy shall name the City as coinsureds and shall contain an affirmative statement by the issuer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy.
- 2.10 Lien Waivers.** All contracts for construction of the Projects shall provide that all contractors and subcontractors shall furnish contractor's affidavits in the form provided by state statute and that waiver of liens be required for all payments made.
- 2.11 Rights of Inspection.** During construction of the Projects, the City or its designee shall have the right at any time and from time to time to enter upon the Projects for the purposes of inspection. Inspection by the City of the Projects shall not be

construed as a representation by the City that there has been compliance with the Construction Plans or any building or life safety codes adopted by the City; or that the Projects will be or is free of faulty materials or workmanship, or a waiver of any right the City or any other party may have against the Redeveloper or any other party for noncompliance with the Construction Plans, Preliminary Plans, building or life safety codes or any other ordinances of the City or the terms of this Agreement. The City will provide the Redeveloper with, and keep current, the names of any non-City designees the City authorizes to inspect the Projects on its behalf. The names will be provided to the Redeveloper within a reasonable time before the Redeveloper commences construction on the Projects.

ARTICLE III: CITY OBLIGATIONS

- 3.1 Public Investment.** The City shall provide the Public Investment pursuant to Article IV below.
- 3.2 Easements.** The City agrees to grant such temporary easements to the Redeveloper as necessary for the construction and completion of the Projects.

ARTICLE IV: PUBLIC INVESTMENT

- 4.1 Public Investment.** The City will provide a reimbursement for the 148 E. Main Project and 112 N. Merchant Project costs to be paid from Real Estate Tax Increment derived from the 148 E. Main Property and 112 N. Merchant Property for each calendar year received by the City from the Property as set forth below. The Real Estate Tax Increment shall be utilized to reimburse the Redeveloper for those eligible Project Costs "Eligible Costs") that are set forth in Section 3 of the Act which are more fully described on Exhibit 2 attached hereto and made a part hereof. The final Eligible Costs to be reimbursed shall be established by, and shall only be reimbursable subject to, the Redeveloper submission of a Reimbursement Request to the City, and the City's issuance of Certificates of Expenditure for the reimbursement amount sought.
 - (a) Subject to reimbursement of eligible Project Costs for the Projects, with said eligible Project Cost subject to the approval of the City, commencing in the year following the year in which substantial completion of the 148 E. Main Project or 112 N. Merchant Project has occurred and continuing until and including the year 2047, the Redeveloper shall receive no later than March 15th of each year Eighty Percent (80%) of the Real Estate Tax Increment derived from the 148 E. Main Property and 112 N. Merchant Property for the previous calendar year actually received by the City.
 - (b) The obligation for the annual reimbursement of 148 E. Main Project Costs from both Real Estate Tax Increment shall terminate upon the receipt by the Redeveloper of an amount not to exceed Eight Hundred and Eighty-Six Thousand and One Hundred and Sixty Dollars and Eighty Cents

(\$886,160.80) as reimbursement for eligible Project Costs incurred or upon the expiration of this agreement, whichever occurs first.

- (c) The obligation for the annual reimbursement of 112 N. Merchant Project Costs from both Real Estate Tax Increment shall terminate upon the receipt by the Redeveloper of an amount not to exceed Three Hundred and Thirty-Three Thousand and Eight Hundred and Forty-Two Dollars and Forty Cents (\$333,842.40) as reimbursement for eligible Project Costs incurred or upon the expiration of this agreement, whichever occurs first.

- 4.2 Limitations on Public Investment for Construction Financing Interest Costs.** In no event will the Redeveloper seek nor be eligible for Public Investment for construction financing costs obtained from an affiliated entity owned or controlled by the Redeveloper or a majority of the owners of the Redeveloper.

ARTICLE V: CONDITIONS PRECEDENT TO CITY OBLIGATIONS AND ONGOING BENEFITS

- 5.1 Conditions Precedent to Transaction.** The City's obligations under this Agreement (including, without limitation, the obligation for Public Investment) shall, for the Projects, be subject to:
 - (a) **Insurance.** Proof that the policies of insurance of the types and coverages specified in Section 2.13 hereof have been obtained and are in force with regard to the Projects.
 - (b) **Plans.** Approval of the Plans and construction plans for the pursuant to Article II hereof.
- 5.2 Conditions Precedent to Public Investment.** The City's obligations with regard to the Real Property Tax Increment of the Public Investment are subject to the adoption by the City of Tax Increment Financing for the Redevelopment Area.

ARTICLE VI: OPERATION OF THE PROJECT

- 6.1 Operation and Maintenance of the Project.** The Redeveloper for itself and its successors and assigns to the extent it retains ownership covenants that it will maintain the Projects in good condition (reasonable wear and tear excepted) during the term of this Agreement. The Redeveloper shall operate the Projects in a professional manner and will do all things reasonably necessary to operate the Project in substantial compliance with Applicable Law.

ARTICLE VII: REDEVELOPER COVENANTS AND RESTRICTIONS

- 7.1 Project Subject to Redevelopment Plan and Agreement.** The Redeveloper agrees to comply with the terms and conditions of this Agreement and to use its

best efforts to construct the Projects subject to the terms, covenants, building and use restrictions, and other conditions in the Redevelopment Plan and this Agreement.

- 7.2 Non-discrimination.** The Redeveloper shall not discriminate in violation of any applicable federal, state or local laws or regulations upon the basis of race, color, religion, sex, age, or national origin or other applicable factors in the sale, lease or rental, or in the use or occupancy of the Projects or any part thereof.
- 7.3 Property Taxes.** Redeveloper acknowledges that the City in executing this Agreement has relied upon its reasonable expectation that the construction and operation of the Projects will increase the amount of real property taxes with respect to the Projects. The Redeveloper covenants that in the event it applies for, seeks, or authorizes any exemption from the imposition of general real property taxes on either the 148 E. Main Property or 112 N. Merchant Property, and, as a result thereof, the property taxes are not or will not be paid with respect to the 148 E. Main Property or 112 N. Merchant Property, the City, no less than sixty (60) days after written notice to the Redeveloper, shall be entitled to rescind the Public Investment set forth in Article IV of this Agreement. Notwithstanding the above, if, within sixty (60) days following the receipt of the written notice from the City to the Redeveloper, the Redeveloper takes such action as is necessary to void such exemption from the imposition of general real property taxes on either the 148 E. Main Property or 112 N. Merchant Property, the City's right to rescind, pursuant to this provision, the any remaining Public Investment set forth in Article IV of this Agreement shall be null and void. Nothing herein shall be construed so as to prevent the City from enforcing any other rights it may have pursuant to this Agreement. Also, nothing herein shall be construed so as to prevent the Redeveloper from otherwise contesting the assessment or collection of any real property taxes under procedures set forth in the laws of the State of Illinois or any political subdivision thereof, provided that the Redeveloper gives the City fifteen (15) days prior written notice of its intent to contest the assessment or collection of real property taxes; provided, however, that the Redeveloper covenants and agrees that nothing contained herein shall relieve the Redeveloper from complying with all laws, rules and regulations of the State of Illinois and any political subdivision thereof pertaining to the levy and collection of said general real estate taxes. This Section 7.3 shall be an obligation of the Redeveloper only up to the date of its fee simple conveyance of the 148 E. Main Property or 112 N. Merchant Property in accordance with the Article IX of this Agreement.
- 7.4 Duration of Covenants.** It is intended and agreed that the covenants provided in Sections 7.1 and 7.3 of this Agreement shall remain in effect until the earlier of (i) termination of the Redevelopment Plan, or (ii) December 31, 2047 and that the covenants provided in Sections 7.2 hereof shall remain effective without any time limitation; provided, that all such covenants shall be binding on the Redeveloper as to the 148 E. Main Property and 112 N. Merchant Property only for such period as the Redeveloper maintains a direct interest in either the 148 E. Main Property

or 112 N. Merchant Property or parts thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the 148 E. Main Property or 112 N. Merchant Property, or parts thereof.

7.5 Covenants Running with the Land. Subject to Section 7.4, it is intended and agreed that the covenants set forth in Sections 7.1, 7.2, and 7.3 above shall be covenants running with the land and Sections 7.1 and 7.3 shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City, and with regard to Section 7.2 hereof, the City, the State of Illinois and the United States of America.

7.6 Covenants Binding for the Benefit of City. Subject to Section 7.4, it is also intended and agreed that the foregoing covenants set forth in Sections 7.1, 7.2, and 7.3 above shall in any event, and without regard to technical classification or designation as legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City, the State of Illinois and the United States of America as provided in Sections 7.4 and 7.5.

ARTICLE VIII: INDEMNIFICATION

8.1 Redeveloper Indemnification of the City. So long as the Redeveloper maintains a direct interest in either the 148 E. Main Property or 112 N. Merchant Property or any parts thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), the Redeveloper agrees to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from (i) the Redeveloper's operation or management of the Properties, or from any work or thing done by the Redeveloper on the Projects, or any work or activity of the Redeveloper connected to the construction of the Projects; (ii) any breach or default on the part of the Redeveloper in the performance of any of its obligations under or in respect of this Agreement; (iii) any act of negligence or willful or wanton misconduct of the Redeveloper or any of its agents, contractors, servants or employees; (iv) any violation by the Redeveloper of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Properties; (v) any violation of Applicable Law or (vi) any violation by the Redeveloper of state or federal securities law in connection with the offer and sale of interests in the Redeveloper, its affiliates or any part of the Properties. The Redeveloper agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in

the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City. It is agreed and understood that the aforesaid indemnities in this Article shall be binding on the Redeveloper only for such period as the Redeveloper maintains a direct interest in either the 148 E. Main Property or 112 N. Merchant Property or parts thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the 148 E. Main Property or 112 N. Merchant Property or parts thereof. Provided, notwithstanding the foregoing, the Redeveloper shall not be liable to indemnify and hold the City harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the City, its officials, agents, or employees.

- 8.2 City Indemnification of the Redeveloper.** To the extent not prohibited by law, the City of Decatur, so long as the Redeveloper maintains a direct interest in the 148 E. Main Property or 112 N. Merchant Property or any parts thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), shall indemnify and hold harmless the Redeveloper and its directors, officers, members, managers, employees and agents from any and all claims, damages, costs, and expenses, including without limitation, reasonable attorney's fees and normal and customary costs of litigation caused by the City of Decatur or any of its agents, contractors, officials or employees arising from: (i) any act of negligence or willful and wanton misconduct of the City or any of its agents, contractors, officials or employees; (ii) any breach or default on the part of the City in the performance of any of its obligations under or in respect of this Agreement; or (iii) any violation of Applicable Law. The City agrees to indemnify and save the Redeveloper harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the City, upon receipt of notice in writing from the Redeveloper setting forth the particulars of such claim or action, the City shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The Redeveloper shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Redeveloper. Notwithstanding the foregoing, the City of Decatur retains any and all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq. In addition, neither party intends this paragraph to waive its rights to limited liability under the Illinois Worker's Compensation Act or Kotecki line of cases (146 Ill 2d 155, 585 NE 2d 1023 (1991)). Provided, further, notwithstanding the foregoing, the City shall not be liable to indemnify and hold the Redeveloper harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the Redeveloper, its officials, agents, or employees.

ARTICLE IX: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

- 9.1 Prohibition Against Transfer of Projects Prior to Completion of Construction.** The Redeveloper represents and agrees that prior to the Substantial Completion of construction of the 148 E. Main Project or 112 N. Merchant Project as certified by the City (in accordance with Sections 2.5 and 2.6 hereof) it will, under no circumstance, convey fee simple title to the 148 E. Main Property or 112 N. Merchant Property.
- 9.2 Transfer of Properties After Completion of Construction.** After Substantial Completion of construction of the 148 E. Main Project or 112 N. Merchant Project as certified by the City (in accordance with Sections 2.9 and 2.10 hereof), the Redeveloper (and any subsequent Owner) may transfer the 148 E. Main Property or 112 N. Merchant Property (or any portion thereof) without the consent of the City by instrument in a form recordable among the land records.
- 9.3 Assignment to Affiliated Entity.** Nothing herein shall be construed to prevent the Redeveloper from assigning its interest in this Agreement to an affiliated entity owned or controlled by the Redeveloper or a majority of the owners of the Redeveloper, provided that such entity or its guarantors has the financial capacity to perform the obligations of the Redeveloper pursuant to this Agreement and such entity in writing assumes such obligations and conditions in compliance with the terms and conditions set forth in Section 9.1.2(a) through (d) of this Agreement.
- 9.4 Reserved Rights of Redeveloper.** Notwithstanding anything to the contrary in this Agreement, unless otherwise directed by the Redeveloper, the City will continue to remit the Public Investment pursuant to the provisions of Article IV of this Agreement to the Redeveloper.

ARTICLE X: DEFAULT AND REMEDIES

- 10.1 Events of Default.** The following shall be events of default (the "Events of Default") with respect to this Agreement:
- 10.1.1 Misrepresentation.** If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by the Redeveloper or the City in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or
- 10.1.2 Breach.** Breach by the Redeveloper or the City of any material covenant, warranty or obligation set forth in this Agreement.

- 10.2 Remedies Upon Default.** In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Event of Default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations. The prevailing party in any legal proceedings that are instituted shall be entitled to reasonable attorney's fees and costs.

In case the City or the Redeveloper shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceedings had been taken.

10.3 Other Rights and Remedies of City and Redeveloper: Delay in Performance Waiver.

10.3.1 No Waiver by Delay. Any delay by the City or the Redeveloper in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the City or the Redeveloper should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by the City or the Redeveloper with respect to any specific Event of Default by the Redeveloper or the City under this Agreement be considered or treated as a waiver of the rights of the City or the Redeveloper under this Section or with respect to any Event of Default under any section in this Agreement or with respect to the particular Event of Default, except to the extent specifically waived in writing by the City or the Redeveloper.

10.3.2 Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by either such party

with respect to the performance, nor the manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

10.3.3 Delay in Performance. For the purposes of any of the provisions of this Agreement except with regard to payment of real estate taxes as provided herein, neither the City, nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or in default of, its obligations with respect to the beginning and completion of construction of the Projects or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to natural acts, acts of the public enemy, acts of federal, state or local government, acts of the federal or state judiciary, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Redeveloper with respect to the beginning and completion of the construction of the Projects shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

ARTICLE XI: TERMINATION OF AGREEMENT

11.1 Termination by the City. The City has the right to terminate all or part of this Agreement upon ten (10) days prior written notice to the Redeveloper as follows if any Event of Default by the Redeveloper is not cured within the time frame set forth in Article X above.

11.2 Termination by the Redeveloper. The Redeveloper has the right to terminate all or part of this Agreement upon ten (10) days prior written notice to the City as follows if any Event of Default by the City is not cured within the time frame set forth in Article X above.

ARTICLE XII: EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agrees that during and with respect to construction of the Project provided for in this Agreement that the following will apply:

- 12.1 Non-Discrimination.** The Redeveloper will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, creed, disability, age or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- 12.2 Advertising.** The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

ARTICLE XIII: REPRESENTATIONS OF THE REDEVELOPER

The Redeveloper represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

- 13.1 Organization.** The Redeveloper is an Illinois limited liability company and is in good standing with the State of Illinois.
- 13.2 Authorization.** The Redeveloper has power to enter into, and by proper action has been duly authorized to execute, deliver and perform this Agreement.
- 13.3 Non-Conflict or Breach.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Redeveloper is now a party or by which the Redeveloper is bound.
- 13.4 Pending Lawsuits.** There are no lawsuits either pending or threatened that would materially, adversely affect the ability of the Redeveloper to proceed with the construction and development of the Project on the Project Site.
- 13.5 Conformance with Requirements.** The Redeveloper represents and warrants that the Construction Plans and construction of the Projects in accordance with the Construction Plans will in all respects conform to and comply with all covenants,

conditions, restrictions, zoning ordinances, environmental regulations and land use regulations affecting the Properties.

ARTICLE XIV: REPRESENTATIONS OF THE CITY

The City represents, warrants and agrees as a basis for the undertakings on its part contained herein that:

- 14.1 Organization and Authorization.** The City is a municipal corporation organized and existing under the laws of the state of Illinois and has the power to enter into and by proper action has been duly authorized to execute, deliver and perform this Agreement.
- 14.2 Non-Conflict or Breach.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the City is now a party or by which the City is bound.
- 14.3 Pending Lawsuits.** There are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

ARTICLE XV: MISCELLANEOUS

15.1 Authorized Representatives.

15.1.1 Redeveloper. By complying with the notice provisions hereof, the Redeveloper shall designate an authorized representative from time to time, who, unless applicable law requires action by the Managing Member(s) of the Redeveloper, shall have the power and authority to make or grant or do all things, requests, demands, approvals, consents, agreements and other actions required or described in this Agreement for and on behalf of the Redeveloper.

15.1.2 City. By complying with the notice provisions hereof, the City shall designate an authorized representative from time to time, who shall communicate with the Redeveloper on behalf of the City. Such representative shall not have the authority to make agreements on behalf of the City.

- 15.2 Entire Agreement.** The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Redeveloper with respect to the subject matter hereof.

15.3 Binding Upon Successors in Interest. This Agreement shall be binding upon all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.

15.4 Titles of Paragraphs. Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provision hereof.

15.5 Notices. Notices or demands hereunder shall be in writing and shall be served (a) by personal delivery; or (b) by certified mail, return receipt requested to:

the City: *with copies to:*

City Clerk 1 Gary K. Anderson Plz. Decatur, IL 62523	City Manager 1 Gary K. Anderson Plaza Decatur, IL 62523
--	---

Corporation Counsel
1 Gary K. Anderson Plaza
Decatur, IL 62523

the Redeveloper: *with a copy to:*

Merchant Street South, LLC Attn: David Reimer 101 S. Main Street Suite 800 Decatur, IL 62523	Ancel Glink, P.C. Attn. David Silverman 140 S. Dearborn Street Suite 600 Chicago, IL 60603
--	--

or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

15.7 Severability. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.

15.8 Project Sign. Prior to commencement of construction of either the 148 E. Main Project or 112 N. Merchant Project, the Redeveloper shall place at the front of the 148 E. Main Project and 112 N. Merchant Project a Project identification sign which sign shall contain the following:

- (a) A colored elevation view of the applicable Project being constructed;
- (b) A listing of the applicable Project team including the City; and

(c) A brief two (2) or three (3) line description of the applicable Project.

15.9 Memorandum of Agreement. At either party's request, the parties shall execute and record a Memorandum of Agreement with respect to the Projects and the Properties in the form attached as Exhibit 4.

15.10 Further Assistance and Corrective Instruments. The City and the Redeveloper agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto for carrying out the intention of or facilitating the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first above written.

CITY OF DECATUR
an Illinois municipal corporation

MERCHANT STREET SOUTH, LLC
An Illinois limited liability company

By:_____

By:_____

By:_____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Manager of MERCHANT STREET SOUTH, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager he signed and delivered said instrument as Manager of said company, as his/her free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2024.

Notary Public

Commission expires _____, 2024

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JULIE MOORE WOLFE and KIM ALTHOFF, personally known to me to be the Mayor and City Clerk of the City of Decatur, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and City Clerk they signed and delivered said instrument as Mayor and City Clerk of said municipality, as their free and voluntary acts, and as the free and voluntary acts and deeds of said municipality, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2024.

Notary Public

Commission expires _____, 2024

LIST OF EXHIBITS

- | | |
|-----------|---|
| Exhibit 1 | Legal Descriptions of 148 E. Main Property and 112 N. Merchant Property |
| Exhibit 2 | Projects Pro Forma |
| Exhibit 3 | Form of Memorandum of Agreement |

EXHIBIT 1
Legal Description

“148 E. Main Property”:

TWENTY-FIVE FEET OFF THE EAST END OF LOT 1 IN BLOCK 2 OF THE ORIGINAL TOWN, NOW CITY OF DECATUR, NOW KNOWN AS LOT 25 IN A RESURVEY OF LOTS 1, 2, 3, 4 & 8 IN BLOCK 2 OF THE ORIGINAL TOWN OF DECATUR, AS PER PLAT RECORDED IN BOOK 22 PAGE 401 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Parcel ID No. 04-12-15-282-027

Commonly Known As: 148 E. Main St., Decatur, IL 62523

“112 N. Merchant St. Property”:

LOTS FIFTEEN (15) AND SIXTEEN (16) OF THE RESURVEY OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4) AND EIGHT (8) IN BLOCK TWO (2) OF THE ORIGINAL TOWN, NOW CITY OF DECATUR, AS PER PLAT RECORDED IN BOOK 22, PAGE 401 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

Parcel ID No. 04-12-15-282-013

Commonly Known As: 112 N. Merchant St., Decatur, IL 62523

EXHIBIT 2

112 N Merchant Street							
			Assessed Value	FMV	Appreciation %	Tax Rate AV	Property Taxes Tax Increase
	2023		\$70,470.00	\$211,410.00		10.40%	\$7,328.88
Proforma Post Redevelopment							
		Increased Value	\$83,333.33	\$250,000.00			
Estimated Project Costs	1						
GC	2	2025	\$153,803.33	\$461,410.00	118.25%		\$15,987.86 \$8,658.98
Roof	3	2026	\$158,417.43	\$475,252.30	3.00%		\$16,467.49 \$9,138.61
HVAC	4	2027	\$163,169.96	\$489,509.87	3.00%		\$16,961.52 \$9,632.64
Electric	5	2028	\$168,065.06	\$504,195.17	3.00%		\$17,470.36 \$10,141.48
Plumbing	6	2029	\$173,107.01	\$519,321.02	3.00%		\$17,994.47 \$10,665.59
Sprinkler	7	2030	\$178,300.22	\$534,900.65	3.00%		\$18,534.31 \$11,205.43
Alarm	8	2031	\$183,649.22	\$550,947.67	3.00%		\$19,090.34 \$11,761.46
	9	2032	\$189,158.70	\$567,476.10	3.00%		\$19,663.05 \$12,334.17
	10	2033	\$194,833.46	\$584,500.38	3.00%		\$20,252.94 \$12,924.06
Total	11	2034	\$200,678.46	\$602,035.39	3.00%		\$20,860.53 \$13,531.65
	12	2035	\$206,698.82	\$620,096.46	3.00%		\$21,486.34 \$14,157.46
	13	2036	\$212,899.78	\$638,699.35	3.00%		\$22,130.93 \$14,802.05
	14	2037	\$219,286.78	\$657,860.33	3.00%		\$22,794.86 \$15,465.98
	15	2038	\$225,865.38	\$677,596.14	3.00%		\$23,478.71 \$16,149.83
	16	2039	\$232,641.34	\$697,924.02	3.00%		\$24,183.07 \$16,854.19
	17	2040	\$239,620.58	\$718,861.75	3.00%		\$24,908.56 \$17,579.68
	18	2041	\$246,809.20	\$740,427.60	3.00%		\$25,655.82 \$18,326.94
	19	2042	\$254,213.48	\$762,640.43	3.00%		\$26,425.49 \$19,096.61
	20	2043	\$261,839.88	\$785,519.64	3.00%		\$27,218.26 \$19,889.38
	21	2044	\$269,695.08	\$809,085.23	3.00%		\$28,034.80 \$20,705.92
	22	2045	\$277,785.93	\$833,357.78	3.00%		\$28,875.85 \$21,546.97
	23	2046	\$286,119.51	\$858,358.52	3.00%		\$29,742.12 \$22,413.24
							\$488,217.66 \$326,982.30

148-160 E Main Street							
			Assessed Value	FMV	Appreciation %	Tax Rate AV	Property Taxes Tax Increase
	2023		\$150,000.00	\$450,000.00		10.40%	\$15,594.00
Proforma Post Redevelopment							
		Increased Value	\$184,616.83	\$553,850.50			
Estimated Project Costs	1						
GC	2	2025	\$334,616.83	\$1,003,850.50	123.08%		\$34,783.42 \$27,454.54
Roof	3	2026	\$344,655.34	\$1,033,966.02	3.00%		\$35,826.92 \$28,498.04
HVAC	4	2027	\$354,995.00	\$1,064,985.00	3.00%		\$36,901.73 \$29,572.85
Dryvet	5	2028	\$521,661.67	\$1,564,985.00	46.95%		\$54,226.73 \$46,897.85
Windows	6	2029	\$537,311.52	\$1,611,934.55	3.00%		\$55,853.53 \$48,524.65
Electric	7	2030	\$553,430.86	\$1,660,292.58	3.00%		\$57,529.14 \$50,200.26
Plumbing	8	2031	\$570,033.79	\$1,710,101.36	3.00%		\$59,255.01 \$51,926.13
Elevator	9	2032	\$587,134.80	\$1,761,404.40	3.00%		\$61,032.66 \$53,703.78
	10	2033	\$604,748.84	\$1,814,246.53	3.00%		\$62,863.64 \$55,534.76
	11	2034	\$622,891.31	\$1,868,673.93	3.00%		\$64,749.55 \$57,420.67
	12	2035	\$641,578.05	\$1,924,734.15	3.00%		\$66,692.04 \$59,363.16
	13	2036	\$660,825.39	\$1,982,476.17	3.00%		\$68,692.80 \$61,363.92
	14	2037	\$680,650.15	\$2,041,950.46	3.00%		\$70,753.58 \$63,424.70
	15	2038	\$701,069.66	\$2,103,208.97	3.00%		\$72,876.19 \$65,547.31
	16	2039	\$722,101.75	\$2,166,305.24	3.00%		\$75,062.48 \$67,733.60
	17	2040	\$743,764.80	\$2,231,294.40	3.00%		\$77,314.35 \$69,985.47
	18	2041	\$766,077.74	\$2,298,233.23	3.00%		\$79,633.78 \$72,304.90
	19	2042	\$789,060.07	\$2,367,180.22	3.00%		\$82,022.79 \$74,693.91
	20	2043	\$812,731.88	\$2,438,195.63	3.00%		\$84,483.48 \$77,154.60
	21	2044	\$837,113.83	\$2,511,341.50	3.00%		\$87,017.98 \$79,689.10
	22	2045	\$862,227.25	\$2,586,681.74	3.00%		\$89,628.52 \$82,299.64
	23	2046	\$888,094.07	\$2,664,282.20	3.00%		\$92,317.38 \$84,888.50
							\$1,469,517.72 \$1,308,282.36

EXHIBIT 3
Form of Memorandum of Agreement

THIS DOCUMENT

PREPARED BY:

David S. Silverman
Ancel Glink, P.C.
140 S. Dearborn Street
Suite 600
Chicago, IL 60603

AND AFTER RECORDING

RETURN TO:

Wendy Morthland
Corporation Counsel
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

This Space for Recorder's Use Only

MEMORANDUM OF REDEVELOPMENT AGREEMENT

**BY AND BETWEEN
THE CITY OF DECATUR
AND
MERCHANT STREET SOUTH, LLC**

**(148-160 E. MAIN STREET AND 112 N. MERCHANT STREET–
CENTRAL TIF REDEVELOPMENT PROJECT AREA)**

Merchant Street South, LLC, and Illinois limited liability company (“***Redeveloper***”), and the City of Decatur, an Illinois home rule municipal corporation (“***City***”) have entered into the above captioned Redevelopment Agreement, dated May ___, 2024 with respect to the renovation and rehabilitation of the buildings located at 148-160 E. Main Street and 112 N. Merchant Street (“***Projects***”), both located in the City, County of Macon, State of Illinois, and legally described on ***Exhibit A***, attached to, and by this reference, made a part of this Memorandum. The Redevelopment Agreement sets forth the terms and conditions under which the Redeveloper will construct and complete the Projects.

DATED: May ___, 2024

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum and caused their respective seals to be affixed and attested thereto as of the date above.

CITY OF DECATUR
an Illinois municipal corporation

MERCHANT STREET SOUTH, LLC
An Illinois limited liability company

By: _____

By: _____

By: _____

Public Works

DATE: 4/29/2024

MEMO: 2024-62

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew Newell, P.E., Director of Public Works
Keith Alexander, Water Production Manager

SUBJECT:
Resolution Authorizing an Agreement with Concentric Integration, LLC for Water Facilities PLC Upgrades, City Project 2024-29.

SUMMARY RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution Authorizing an Agreement with Concentric Integration, LLC for Water Facilities PLC Upgrades City Project 2024-29 for a lump sum fee of \$851,950.

BACKGROUND:

The majority of the City's drinking water infrastructure is operated by a sophisticated Supervisory Control and Data Acquisition (SCADA) system which consists of a large number of interconnected mechanical, electrical and digital hardware and software components including PLCs (programmable logic controllers).

Concentric Integration (Concentric) has provided SCADA services to the City since 2014 when significant upgrades were made to the system. Since Concentric provided better and more timely services than the City's previous contractor, and is based in Illinois, the firm has been the City's exclusive SCADA system services provider since that time.

In 2022, a SCADA system master plan was completed to schedule upgrades to the system to assure continued long term functionality, reliability and security. The updated schedule (by item number) with budget estimates are included in the table below.

Budget Cost Summary Table

#	Item	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
1	Upgrade SCADA Software*			\$35k			\$40k		
2	Replace SCADA Hardware*					\$40k			
3	Design PLC Panel Upgrades*	\$180k							
4	Upgrade Remote PLC Panels*		\$752k		\$117k				
5	Upgrade Plant PLC Panels*		\$100k	\$425k	\$220k	\$45k			
6	Improve System Monitoring				\$13k	\$61k	\$61k		
7	Various Improvements*	\$50k							
8	Improve Business Intelligence						\$35k		
9	Improve SCADA Network*	\$15k				\$15k			
10	Improve Cybersecurity*	\$30k							
11	Improve SCADA Application						\$90k		
12	Improve Pump Monitoring				\$13k	\$35k	\$35k	\$43k	\$35k
	* = Critical Item								
	Total \$2,485,000	\$275k	\$852k	\$460k	\$363k	\$196k	\$261k	\$43k	\$35k

The master plan includes designing and upgrading remote PLC panels (items 3 and 4) for several City water facilities and replacing (also called migrating) the SCADA system's control software with a more secure, flexible and expandable software application (items 8 and 11). The software will also provide enhanced alarm notifications, performance and maintenance monitoring and reporting capabilities.

The remote PLC panel designs (item 3) were authorized by the City Council in June 2023 and have been completed by Concentric. The remote PLC panels upgrades (item 4) and the majority of the control software replacement (items 8 and 11) will be accomplished in this proposed project. The remainder of the control software replacement is planned to be included in the City's FY 2025 budget.

For this proposed project, Concentric will upgrade the following PLCs, including all required equipment, labor, programming, startup, communication modifications and documentation:

- MRCP Master Radio Control Panel
- SCC12 William Street Reservoir
- SCC14 Fairview Ave. Level Station
- SCC15 Friends Creek Level Station
- SCC16 Long Creek Level Station
- SCC17 Monticello Level Station
- SCC18 Division Street Tank Valve Vault
- SCC19 Garfield Tank Valve Vault
- SCC20 Brush College Tap
- SCC22 Franklin St. Tank
- BPS Booster Pump Station
- SWTP Chlorine Dioxide System
- DAM Lake Decatur

Concentric will also migrate the following units to the new control software, including standards development, historical data, datapoint redevelopment, server and computer setup, and documentation:

SWTP	Overview screen
SWTP	Operator (Clipboard) screen
SWTP	Clarifier and claricone system
SWTP	Chemical feed
SWTP	Transfer and high service pumps
SWTP	Intrusion configuration
SCC12	William Street Reservoir
SCC14	Fairview Level Station
SCC15	Friends Creek Level Station
SCC16	Long Creek Level Station
SCC17	Monticello Level Station
SCC18	Division Street Tank Valve Vault
SCC19	Garfield Tank Valve Vault
SCC20	Brush College Tap
SCC21	ADM Flows
SCC22	Franklin St. Tank
BPS	Booster Pump Station

This capital project is included in the 2021 Water Utility Long Term Sustainability Plan prepared by CDM Smith.

LEGAL REVIEW:

The agreement was sent to the Legal Department on April 5, 2024.

PRIOR COUNCIL ACTION:

June 5, 2023 - Council authorized an Agreement with Concentric Integration, LLC for Water Facilities PLC Upgrades Design City Project 2023-12 for a lump sum fee of \$163,430.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

Crawford, Murphy and Tilly, an engineering services firm that the City has hired for other recent water facilities projects, has reviewed this project and determined that it is compatible with recent and upcoming water facilities improvement projects.

STAFF REFERENCE: Matt Newell, Public Works Director, Keith Alexander, Water Production Manager. Matt will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Funding for this project is included in this year's Water Non-Lake Capital Fund and is anticipated to be completed by the first quarter of 2025.

ATTACHMENTS:

Description	Type
Resolution Authorizing an Agreement with Concentric Integration, LLC for Water Facilities PLC Upgrades, City Project 2024-29	Resolution Letter

RESOLUTION NO. R2024-_____

**RESOLUTION AUTHORIZING AN AGREEMENT
WITH CONCENTRIC INTEGRATION, LLC FOR
WATER FACILITIES PLC UPGRADES, CITY PROJECT 2024-29**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A and made part hereof, between Concentric Integration, LLC and the City of Decatur, Illinois, 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 execute said Agreement between the City of Decatur, Illinois and Concentric Integration, LLC for a lump sum fee of \$851,950.

PRESENTED AND ADOPTED this 6th day of May, 2024.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



EXHIBIT A Project Proposal

April 8, 2024

Mr. Keith Alexander
Water Production Manager
City of Decatur, IL
1155 S. Martin Luther King Jr Drive
Decatur, IL 62521

Subject: Water Facilities PLC Upgrades City Project 2024-29

Concentric Project Number: 0230159.00

Dear Mr. Alexander:

The City's existing remote PLC panels are "decades old" and utilize Allen-Bradley SLC-500 and MicroLogix 1500 PLCs, which are either completely discontinued (ML1500s) or partially discontinued (SLC500) by the manufacturer. Upgrading the PLCs will avoid unexpected downtime from antiquated equipment, reduce the future maintenance costs, and resolve some communication / alarming issues. Concentric Integration is proposing the upgrades of the following sites:

- Master Radio Control Panel
- SCC12 - Williams St. Reservoir
- SCC14 - Fairview river level monitoring station at the Sangamon River
- SCC15 - Friends Creek level monitoring station
- SCC16 - Long Creek level monitoring station
- SCC17 - Monticello River level monitoring station
- SCC18 - Division Street Tank
- SCC19 - Garfield Tank and radio relay station
- SCC20 - Brush College Tap
- SCC22 - Franklin St. Tank
- BPS - Booster Pump Station located next to the Raw Pump Station
- Chlorine Dioxide system control PLC
- Dam Radio

Also, as part of this project, Concentric will setup, program, and deploy the first of two phases to implement a new SCADA system built on the Inductive Automation Ignition platform that will completely replace the current iFix system.





Scope of Services

Equipment

Concentric will provide the following equipment:

1. Quantity one (1) Cisco Catalyst 8200-1N-4T rack mount router.
2. Quantity one (1) master radio control panel with the following:
 - a. Quantity one (1) stainless steel enclosure with white back-panel.
 - b. Quantity one (1) GE Orbit radio with 450mHz radio modem.
 - c. Quantity one (1) UPS with relay interface card.
 - d. Quantity two (2) PULS redundant DC power supplies.
3. Quantity one (1) Williams Street reservoir control panel (SCC12) with the following:
 - a. Quantity one (1) white back-panel.
 - b. Quantity one (1) Allen-Bradley 5069-L320ER PLC processor.
 - c. Quantity three (3) Allen-Bradley 5069-IB16 24VDC digital input cards.
 - d. Quantity two (2) Allen-Bradley 5069-IF8 eight channel 4-20mA analog input cards.
 - e. Quantity one (1) Allen-Bradley 5069-OB16 24VDC digital output card.
 - f. Quantity one (1) Allen-Bradley 5069-OF4 four channel 4-20mA analog output card.
 - g. Quantity one (1) UPS with relay interface card.
 - h. Quantity two (2) PULS redundant DC power supplies.
 - i. Quantity one (1) GE Orbit radio with dual 450mHz radio and cellular modem.
 - j. Quantity one (1) cellular antenna.
4. Quantity four (4) river level monitoring station controls (SCC14, SCC15, SCC16, SCC17), each with the following:
 - a. Quantity one (1) white back-panel.
 - b. Quantity one (1) Allen-Bradley 5069-L310ER PLC processor.
 - c. Quantity one (1) Allen-Bradley 5069-IB16 24VDC digital input card.
 - d. Quantity one (1) Allen-Bradley 5069-IF8 eight channel 4-20mA analog input card.
 - e. Quantity two (2) PULS redundant DC power supplies.
 - f. Quantity one (1) GE Orbit radio with dual 450mHz radio and cellular modem.
 - g. Quantity one (1) cellular Antenna.
5. Quantity one (1) Division St Tank control panel (SCC18 PLC) with the following:
 - a. Quantity one (1) stainless steel enclosure with white back-panel.
 - b. Quantity one (1) Allen-Bradley 5069-L320ER PLC processor.
 - c. Quantity one (1) Allen-Bradley 5069-IB16 24VDC digital input card.
 - d. Quantity one (1) Allen-Bradley 5069-IF8 eight channel 4-20mA analog input card.
 - e. Quantity one (1) Allen-Bradley 5069-OB16 24VDC digital output card.
 - f. Quantity one (1) UPS with relay interface card.



- g. Quantity two (2) PULS redundant DC power supplies.
- 6. Quantity one (1) Division St Tank radio panel (SCC18 radio) with the following:
 - a. Quantity one (1) white back-panel.
 - b. Quantity one (1) GE Orbit radio with dual 450mHz radio and cellular modem.
 - c. Quantity one (1) cellular antenna.
- 7. Quantity one (1) Garfield Tank control panel (SCC19) with the following:
 - a. Quantity one (1) stainless steel enclosure with white back-panel.
 - b. Quantity one (1) Allen-Bradley 5069-L320ER PLC processor.
 - c. Quantity one (1) Allen-Bradley 5069-IB16 24VDC digital input card.
 - d. Quantity one (1) Allen-Bradley 5069-IF8 eight channel 4-20mA analog input card.
 - e. Quantity one (1) Allen-Bradley 5069-OB16 24VDC digital output card.
 - f. Quantity one (1) UPS with relay interface card.
 - g. Quantity two (2) PULS redundant DC power supplies.
 - h. Quantity one (1) GE Orbit radio with dual 450mHz radio and cellular modem.
 - i. Quantity one (1) Cellular antenna.
- 8. Quantity one (1) Brush College control panel (SCC20) with the following:
 - a. Quantity one (1) stainless steel enclosure with white back-panel.
 - b. Quantity one (1) Allen-Bradley 5069-L310ER PLC processor.
 - c. Quantity one (1) Allen-Bradley 5069-IB16 24VDC digital input card.
 - d. Quantity one (1) Allen-Bradley 5069-IF8 eight channel 4-20mA analog input card.
 - e. Quantity one (1) UPS with relay interface card.
 - f. Quantity two (2) PULS redundant DC power supplies.
 - g. Quantity one (1) GE Orbit radio with dual 450mHz radio and cellular modem.
 - h. Quantity one (1) cellular antenna.
- 9. Quantity one (1) Franklin Street Tower control panel (SCC22) with the following:
 - a. Quantity one (1) white back-panel.
 - b. Quantity one (1) Allen-Bradley 5069-L310ER PLC processor.
 - c. Quantity one (1) Allen-Bradley 5069-IB16 24VDC digital input card.
 - d. Quantity one (1) Allen-Bradley 5069-IF8 eight channel 4-20mA analog input card.
 - e. Quantity one (1) UPS with relay interface card.
 - f. Quantity two (2) PULS redundant DC power supplies.
 - g. Quantity one (1) GE Orbit radio with dual 450mHz radio and cellular modem.
 - h. Quantity one (1) cellular antenna.
- 10. Quantity one (1) Booster Pump Station control panel (BPS) with the following:
 - a. Quantity one (1) powder coated steel enclosure with white back-panel.
 - b. Quantity one (1) Allen-Bradley 5069-L320ER PLC processor.
 - c. Quantity two (2) Allen-Bradley 5069-IB16 24VDC digital input card.
 - d. Quantity two (2) Allen-Bradley 5069-IF8 eight channel 4-20mA analog input card.
 - e. Quantity one (1) Allen-Bradley 5069-OB16 24VDC digital output card.



- f. Quantity one (1) Allen-Bradley Panelview 5510 12" Wide Touch Display.
- g. Quantity one (1) UPS with relay interface card.
- h. Quantity two (2) PULS redundant DC power supplies.
- i. Quantity one (1) GE Orbit radio with dual 450MHz radio and cellular modem.
- j. Quantity one (1) cellular antenna.

11. Chlorine Dioxide control components as follows:

- a. Quantity one (1) Allen-Bradley 5069-L310ER PLC processor.
- b. Quantity one (1) Allen-Bradley 5069-IB16 24VDC digital input card.
- c. Quantity one (1) Allen-Bradley 5069-IF8 eight channel 4-20mA analog input card.
- d. Quantity one (1) Allen-Bradley 5069-OW16 relay output card.
- e. Quantity one (1) Allen-Bradley 5069-OW4I isolated relay output card.
- f. Quantity two (2) Allen-Bradley 5069-Of4 four channel 4-20mA analog output cards.
- g. Quantity one (1) Allen-Bradley Panelview 5510 12" Wide Touch Display.

12. Dam Radio as follows:

- a. Quantity one (1) PULS DC power supply.
- b. Quantity one (1) GE Orbit radio with dual 450MHz radio and cellular modem.
- c. Quantity one (1) cellular antenna.

Concentric will also provide any miscellaneous control panel components (Patch cables, wire, mounting hardware, etc.) as required for a complete installation.

13. SCADA Equipment

- a. Quantity one (1) Inductive Automation: Ignition Platform, Ignition Unlimited Perspective Module, Tag Historian Module, Reporting Module, SQL Bridge Module, Alarming Module, SMS Module, Voice Module, Enterprise Management Module Licensing. One (1) year of Ignition BasicCare
- b. Quantity one (1) Inductive Automation: Redundant Licensing for above Modules
- c. Quantity one (1) Dell Computer with minimum specifications as follows:
 - a. 256GB solid state primary Hard Drive for OS
 - b. 1TB HDD secondary hard drive for file storage and SQL files
 - c. 16GB RAM
 - d. Quad Core i7 or greater processor
 - e. Windows 11
- d. Quantity two (2) Microsoft SQL Server license (with five (5) user Cals).

The City is responsible for the following:

- 1. Verizon contract and sim cards for the cellular modems (provided by Verizon under the direction of the city).





Labor

Project Management

1. Plan, schedule, and coordinate the activities that must be performed to complete the Project.
2. Coordinate an onsite kickoff meeting prior to start of work.
3. Provide Monthly project status updates via email.

PLC Modernizations: Programming and Startup

1. Replace the following existing control hardware with the new hardware as listed above:
 - a. MRCP – Master Radio Control Panel
 - b. SCC12 – Williams Street Reservoir
 - c. SCC14 – Fairview Level Station
 - d. SCC15 – Friends Creek Level Station
 - e. SCC16 – Long Creek Level Station
 - f. SCC17 – Monticello Level Station
 - g. SCC18 – Division Street Tank Valve Vault
 - h. SCC19 – Garfield Tank Valve Vault
 - i. SCC20 – Brush College Tap
 - j. SCC22 – Franklin St. Tank
 - k. BPS – Booster Pump Station
 - l. Chlorine Dioxide system
 - m. Dam
2. Perform all PLC program migration, startup, and testing for each PLC (items b-l) mentioned above. The existing PLC code functionality will not change, it will simply be migrated from the old to new hardware. The PLC firmware used will be the most current version supported.
3. Migrate the master remote communications from the temporary communications master into recently upgraded SCC1 ControlLogix processor. Remap all messaging to route SCC19 repeater stations to communicate directly to SCC1 rather than relaying through SCC19's PLC.
4. Program a new operator interface terminal (OIT) with control screens to control and monitor the Booster Pump Station (BPS). The OIT will replace functionality of existing physical switches and buttons being eliminated by the upgraded control panel. The OIT will also provide local visualization of the BPS operation and alarm conditions.
5. Migrate the existing Chlorine Dioxide system operator interface terminal (OIT) to an Allen-Bradley Panelview 5000. The existing OIT functionality will not change, it will simply be migrated from the old to new hardware.



6. Confirm successful program migration, radio communications, and cellular failover through the testing of status and control signals. Document results using a Field Device Report checkout form.

Communication Modifications

1. The routers will be configured to join an existing private cellular network or a new private cellular SCADA network. Concentric will work with the City's IT to determine the best course of action. New IP addressing will be required and will be coordinated with the City's IT department as well as the Water department maintenance personnel.
 - a. Coordinate with City IT department to determine cellular network requirements.
2. Perform pre-programming/configuration of the radios within Concentric's offices before deployment.
 - a. Radio communications will be configured as the primary communications route with cellular as failover route.
3. Perform onsite commissioning to swap old 2FF SIM card information with new Micro-SIM 3FF SIM cards.
4. Provide, install, and configure a Cisco Catalyst 8200-1N-4T for transmitting data from the SCC1 PLC to the City's private Verizon cellular network in the event of radio communication loss.

SCADA Modifications

1. Standards Development
 - a. Conduct up to three (3) meetings at up to four (4) hours each with water department staff to review and determine the graphics style that shall be used for SCADA graphic development.
 - i. Modify Concentric standards to meet City's needs and requirements, as necessary, and as determined by the review meetings.
 - b. Conduct up to two (2) meetings at up to four (4) hours each with Water department staff, to review and determine the criteria for what datapoints in SCADA shall be historized.
 - c. Conduct up to two (2) meetings at up to four (4) hours each with Water department staff to review and determine the standard for what types of alarm conditions shall be configured within SCADA, and how/when an alarm requires external notification.
 - i. External notification is hereby defined as notifications outside the confines of the SCADA software graphical displays. Which may pertain to such items as alarm horns, light strobes, phone call notifications, text message notifications, email notifications, etc.
2. Provision, setup, configure, install one (1) new virtual SCADA server that will be hosted by the city's existing SCADA virtual host server located at the water treatment plant.
3. Setup, configure, install one (1) new desktop computer.





4. Install and configure the Ignition SCADA software on the Primary and Redundant SCADA servers:
 - a. The Ignition Primary server will be installed and configured on the newly configured virtual SCADA server.
 - b. The Ignition Secondary server will be installed and configured on the new desktop computer.
 - c. Configure Ignition's Allen-Bradley device driver to communicate and poll information from all PLCs that the current iFix system is accessing for data.
 - d. Configure datapoints (tags) in Ignition to maintain existing monitoring and control provided within the existing iFix SCADA system.
5. Migrate the agreed upon alarms during the SCADA standards development meeting from section 1c above into Ignition.
6. Provide visibility and control for the following sections of the existing iFix SCADA system and the corresponding datapoints
 - a. Plant overview screen.
 - b. Operator (Clipboard) screen.
 - c. Clarifier and claricone system.
 - d. Chemical feed.
 - e. Transfer and high Service Pumps.
 - f. Intrusion configuration
 - g. Remote sites as follows:
 - i. SCC12 – Williams Street Reservoir
 - ii. SCC14 – Fairview Level Station
 - iii. SCC15 – Friends Creek Level Station
 - iv. SCC16 – Long Creek Level Station
 - v. SCC17 – Monticello Level Station
 - vi. SCC18 – Division Street Tank Valve Vault
 - vii. SCC19 – Garfield Tank Valve Vault
 - viii. SCC20 – Brush College Tap
 - ix. SCC21 - ADM Flows
 - x. SCC22 – Franklin St. Tank
 - xi. BPS – Booster Pump Station



7. The following System will NOT be migrated under this contract.
 - a. Filter system.
 - b. Nitrate removal system.
 - c. SCC11 - Raw water pump station
 - d. SCC10 – Dam
 - e. Bulk storage
 - f. Power monitoring & efficiency
8. Redevelop SCADA datapoints (tags) and screens for up to 75% of the City's existing iFix SCADA system using the style guide developed in section 1a above. Concentric recommends developing the SCADA Graphics using High Performance HMI Guidelines:
 - a. Analog values, such as flow rates, pressures, tank levels, etc., will be visualized graphically and numerically. Graphical depictions of analog process values allow users to glance at SCADA and visually see whether the value falls within an acceptable range. It also provides benefit to see when a value is about to go into a warning or alarm condition, enabling users to change the process before an alarm condition occurs.
 - b. When values do fall outside the acceptable range, the graphics will alert users three ways: change of color, text stating the condition, and a visible warning or alarm symbol.
 - c. High performance graphics omit using unnecessary animated graphics, pictures as backgrounds, and inconsistent color-coding that can distract users.
 - d. The color scheme within the graphics will limit the use of color. Color will be specifically used and be consistent in definition. The colors selected will also consider colorblindness.
 - e. Graphic displays will typically follow a four-tier hierarchy:
 1. Level 1: Overview of the entire system with only critical KPI's shown
 2. Level 2: Process specific overview with trends show past process behavior.
 3. Level 3: Specific sub-process or site data displayed.
 4. Level 4: Pop-window with capabilities to control the sub-process of site.
9. A desktop and mobile version of the SCADA graphics will be developed in Ignition:
 - a. The desktop version will be accessible via web browser. Graphics will scale accordingly to fit various screen sizes.
 - b. The mobile version will be accessed via the Ignition Perspective mobile application and optimized for user on smaller devices.



10. Users will be assigned a security level, limiting them to certain SCADA functionality and/or specific graphics.
11. Setup and configure the SCADA historian to log historical data with the criteria set forth in sections above.
 - a. Historize datapoints within Ignition to provide the same historical data logging configured in the iFix Historian.
 - b. Install and configure Microsoft SQL 2022 on the SCADA Historians. The Ignition SCADA software will automatically generate the appropriate databases within SQL to store historical data.
 - c. Install and configure Microsoft SQL database connector within Ignition.
12. Provide up to forty (40) hours of SCADA training.

Documentation

1. Provide via USB flash drive or secure electronic file-share using Microsoft OneDrive, or similar, electronic copies of the following:
 - a. Updated Network Diagram
 - b. Signed Field Device Test Reports
 - c. Migrated PLC Programs
 - d. As-built wiring diagrams, detailing the completed installations.
 - e. Ignition SCADA backup.

Fee

Our fee for the above scope is a lump sum of \$851,950.

This proposal is valid for 90 days from the date issued.

Concentric Assumptions / Customer Responsibilities

1. Customer will assign an initial project manager at the project kickoff meeting.
2. Customer will provide site access for installation and startup during Customer's normal business hours. Work outside of Customer's normal business hours can be agreed upon as needed, provided Concentric can secure the site(s) upon departure.
3. Customer understands that all existing equipment to remain is assumed to be in good, working order. In the event that any other equipment does not perform as-expected, Concentric will work with the Customer to repair, as-needed, under a separate contract.
4. Customer will dispose of/recycle any removed equipment.



5. Customer will provide all Verizon Sim cards.
6. Customer understands all equipment will function the same after the migration, unless otherwise detailed out in this proposal. Any control modifications are not included within this Scope of Services.
7. The Chlorine Dioxide system does not currently communicate with the City's iFix SCADA HMI system and will not be connected as a result of this project.
8. Customer will provide the Microsoft Windows licensing for the new SCADA virtual machine.
9. No Alarm dialing hardware is being supplies as part of this contract. If the City would like to utilize SMS text message alarming, or software based voice notifications, that would be purchased outside of this contract.
10. The remaining systems in iFix will be migrated to ignition under a separate, future, contract.

Annual Support

This project will add additional hardware and software to the Customer, some of which has support or maintenance associated with it. Concentric recommends the Customer maintain any applicable support agreements once the initial support/warranty periods expire. On this project, we have included the following support agreements, that all begin approximately at the date the product is shipped (not necessarily the date it is onsite) and last for periods varying from one year to three years.

Following is the recommended support and estimated amounts for annual renewals (this is provided solely for budgetary purposes and will need to be quoted at the time of renewal):

Description	Annual Renewal
Cisco Catalyst	\$520
Inductive Automation: One (1) year of Ignition BasicCare	\$6312
Total	\$6832

Manufacturer standard warranty on all other hardware

Project Schedule

Our estimated project schedule will be agreed upon at the project kickoff meeting.

Warranty

The warranty listed in the Standard Terms and Conditions (Paragraph 12.2):

☒ DOES apply



☐ DOES NOT apply

Standard Terms and Conditions References

Effective Date: The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature below.

Third Party Materials (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

☒ DOES apply
☐ DOES NOT apply

Notices: Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above, unless Customer provides updated notification information to Concentric in writing

Standard Terms and Conditions

Concentric Integration, LLC's Terms and Conditions attached to this document are hereby incorporated into this Project Agreement. By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Standard Terms & Conditions are legal, valid and binding obligations upon the parties for which they are the authorized representative.





Acceptance

If this proposal is acceptable, please sign one copy and return to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC

Michael D. Klein, PE
President
MDK



CUSTOMER:
CITY OF DECATUR, IL

ACCEPTED BY: _____

Mayor: _____

DATE: _____

City Clerk: _____

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STANDARD TERMS AND CONDITIONS v10.1

THESE STANDARD TERMS AND CONDITIONS APPLY TO ALL PRODUCTS AND SERVICES WHICH MAY BE PROVIDED BY CONCENTRIC INTEGRATION, LLC ("CONSULTANT"). A WRITTEN PROPOSAL, SUPPORT SERVICES AGREEMENT, WORK ORDER, OR OTHER DOCUMENT THAT REFERENCES THESE STANDARD TERMS AND CONDITIONS IS REFERRED TO AS A "SIGNED ACCEPTANCE DOCUMENT." BY EXECUTING ANY SIGNED ACCEPTANCE DOCUMENT, YOU AGREE TO BE BOUND BY THESE STANDARD TERMS AND CONDITIONS. THE SIGNED ACCEPTANCE DOCUMENT AND THESE STANDARD TERMS AND CONDITIONS COLLECTIVELY CONSTITUTE THE "AGREEMENT".

1. Definitions.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person through the ownership of voting securities, by contract or otherwise/ownership of more than fifty percent (50%) of the voting securities of a Person.

"**Business Day**" means a day other than a Saturday, Sunday, or other day on which federal banks are authorized or required by Law to be closed for business.

"**Core System**" means the information technology, system, and infrastructure, including computers, software, hardware, databases, electronic systems, and networks on or with which the System is intended to be built and operate, as set forth in the Signed Acceptance Document.

"**Customer**" means the customer as identified on the Signed Acceptance Document.

"**Customer Materials**" means the specific documents and materials, including specifications, software, hardware, systems, and technologies, that are provided or made available to Consultant or any of its Subcontractors by or on behalf of Customer in connection with this Agreement.

"**Deliverables**" means the System, including any and all Consultant Software, Consultant Hardware, Specifications, Documentation, Third-Party Materials, and other subject matter that Consultant (a) actually provides to Customer in connection with this Agreement or (b) is required to provide to Customer under this Agreement as identified in the Signed Acceptance Document.

"**Designated Site(s)**" means the Customer facility or facilities identified in the Signed Acceptance Document.

"**Documentation**" means any and all user manuals, operating manuals, and instructions, specifications, together with other documents and materials that may be specifically identified in the Signed Acceptance Document that Consultant provides or makes available to Customer in any medium and which describe the operation, use, support, or maintenance of the System.

"**Effective Date**" means the date on which Customer executes the Signed Acceptance Document.

"**Consultant Hardware**" means any computer or other equipment or device that is proprietary to Consultant and provided to Customer hereunder.

"**Consultant Materials**" means the Signed Acceptance Document, the Consultant Hardware, and all other Deliverables other than Third-Party Materials, and any and all information, code, custom developed applications, data, documents, drawings, materials, inventions, technologies, ideas, concepts, processes, methodologies, know-how, works, and other subject matter, including all software, hardware, systems, methods, processes, and devices, and all specifications, descriptions, requirements, plans, and reports, that Consultant or any of its Subcontractors conceives, discovers, designs, develops, reduces to practice, prepares, makes, modifies, improves or, other than Customer Materials and Third-Party Materials, uses, exclusively or nonexclusively in connection with the Services or this Agreement.

"**Consultant Personnel**" means all individuals involved in the performance of Services as employees or independent contractors of Consultant or any Subcontractor.



"Consultant Software" means any and all software (including any software interface or code) that is proprietary to Consultant and provided to Customer hereunder, whether (a) without modification, (b) modified by Consultant under this Agreement, or (c) developed by Consultant specifically for Customer.

"Intellectual Property Rights" means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases; (d) trade secrets, know-how, and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Losses" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and other costs and fees incurred in enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Use" means use only by and for the benefit of Customer and solely for or in the ordinary course of Customer's internal business operations.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"Representatives" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

"Specifications" means the Scope of Services for the System as described in the Signed Acceptance Document.

"System" means the integrated information technology system to be designed, developed, and provided by Consultant to Customer pursuant to this Agreement.

"Third-Party Materials" means materials and information, in any form or medium, including any software (including open source software), applications, documents, data, content, specifications, products, hardware or equipment, technology, or components of or relating to the System, in any form or media in which any person or entity other than Consultant owns an interest.

2. Engagement of Consultant; General Service Obligations.

2.1 Engagement of Consultant. Customer hereby engages Consultant, and Consultant hereby accepts such engagement, to provide the Deliverables and perform the system integration and other professional services related thereto as further described in the Signed Acceptance Document (collectively, the **"Services"**) in accordance with the Agreement.

2.2 Project Management. Each party shall, throughout the Term of the Agreement, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity. If either party's project manager ceases to be employed by such party or such party otherwise wishes to replace its project manager, such party shall promptly name a new project manager by written notice to the other party.

2.3 Changes. Either party may, at any time during the Term of the Agreement, request in writing changes to the Services. The parties shall evaluate and, if agreed, implement all such changes in accordance with a written change order ("Change Order"). In the event that such changes cause an increase in Consultant's fee or time required for performance of any Services, whether or not reflected in any Change Order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Consultant, in its sole and absolute discretion, may withhold the provision or delivery of any Service or Deliverable for which additional compensation will be charged until its receipt of a Change Order and



written authorization from Customer. No changes will be effective unless and until memorialized in a written Change Order signed by both parties.

2.4 Subcontractors. Consultant may from time to time in its discretion engage third parties to perform the Services (each, a "Subcontractor").

3. Services.

3.1 Services Provided. Consultant will provide to Customer the Services described in the Signed Acceptance Document in accordance with the Agreement. Consultant will use commercially reasonable efforts to meet any performance dates specified in the Signed Acceptance Document, and any such dates are estimates only.

3.2 Third-Party Materials. The System may include or operate in conjunction with Third-Party Materials. If Third-Party Materials are included in or required for use with any of the Deliverables, Consultant will indicate this in the Signed Acceptance Document, or in a subsequent written notice given in accordance with Section 16.3 below, and provide a list of such Third-Party Materials upon request. All Third-Party Materials are provided pursuant to the terms and conditions of the applicable third-party license agreement. Customer shall comply with all such third-party license agreements for which Consultant provides a copy or link, as well as any applicable third-party license agreements which are posted in the "3rd Party Terms" document at www.goconcentric.com/standard-terms.

4. Customer Obligations.

4.1 Customer Resources and Cooperation. Customer shall timely provide such cooperation and assistance as Consultant reasonably requests to enable Consultant to perform the Services in accordance with the Signed Acceptance Document, including any applicable performance dates set forth therein. Without limitation of the foregoing, Customer shall timely:

- (a) perform all obligations identified as customer responsibilities in the Signed Acceptance Document;
- (b) provide the Customer Materials and all such other resources as may be specified in the Signed Acceptance Document;
- (c) provide Consultant Personnel with safe access to Customer's premises, the Core System and suitably qualified personnel;
- (d) ensure the Core System is set up and in working order to allow Consultant to perform the Services and deliver and, where applicable, install each Deliverable in accordance with the Signed Acceptance Document;
- (e) participate through suitably qualified and authorized Customer personnel in such meetings as may be scheduled by either party on at least ten (10) days' prior notice; and
- (f) provide all consents, approvals, notices and other communications as required under this Agreement and, where applicable, as specified in the Signed Acceptance Document.

4.2 Effect of Customer Failure or Delay. Consultant is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. In the event of any such delay or failure, Consultant may, in its sole discretion and by written notice to Customer, extend all such performance dates as Consultant deems reasonably necessary and, where applicable, amend the Signed Acceptance Document to reflect such extensions. The foregoing is in addition to, and not in lieu of, all other remedies Consultant may have for any such failure or delay by Customer.

4.3 Non-Solicitation. During the Term of the Agreement and for one (1) year after, Customer shall not, and shall not assist any other Person to, directly or indirectly, recruit or solicit for employment (or engagement as an independent contractor) any Person then or within the prior twelve (12) months employed by Consultant. In the event of a violation of this Section 4.3, Consultant will be entitled to liquidated damages equal to the compensation paid by Consultant to the applicable employee during the prior twelve (12) months.

5. Delivery; Testing and Acceptance.



5.1 Delivery. Consultant will deliver or cause to be delivered or made available to Customer each Deliverable in accordance with the Signed Acceptance Document. Except as otherwise expressly set forth in the Signed Acceptance Document, Consultant will deliver Consultant Software in binary code (object code) only. Customer acknowledges and agrees that Customer has no right or license under this Agreement to receive the source code for any Consultant Software.

5.2 Review and Acceptance. Acceptance of the Deliverables or System will be conducted as follows:

(a) Following delivery of any Deliverables provided for in a Signed Acceptance Document (including where applicable installation of the System), Customer will have fourteen (14) calendar days (the "**Review Period**") to thoroughly inspect and review the Deliverables and/or System and confirm that the Services have been completed in accordance with the Signed Acceptance Document (the "**Project Acceptance Review**"). Consultant has the right to observe or participate in all or any part of the Project Acceptance Review.

(b) Promptly upon the completion of the Project Acceptance Review, Customer shall notify Consultant in writing of its acceptance or, solely if the Project Acceptance Review identifies any material failure of the Deliverables or System to conform to the Specifications or perform in accordance with the Documentation (each, a "**Nonconformity**"), rejection of the Deliverables or System. Customer shall not unreasonably withhold its acceptance and shall include in any rejection notice a reasonably detailed description of the Project Acceptance Review conducted, the results thereof and each identified Nonconformity. The Deliverables or System will be deemed accepted by Customer upon the expiration of the Review Period if Customer has not delivered a notice accepting or rejecting the Deliverables or System prior to such expiration.

(c) Subject to Section 5.2(d), following receipt of a rejection notice, Consultant shall use commercially reasonable efforts to remedy the Nonconformities reported by Customer. Customer shall, at no charge to Consultant, provide all such cooperation and assistance as Consultant may reasonably request to assist Consultant's efforts to remedy Nonconformities. Upon Consultant's notice of its correction of the reported Nonconformities, Customer shall have an additional Review Period to conduct Project Acceptance Reviews to determine whether such Nonconformities have been remedied.

(d) The parties shall repeat the process set forth in Section 5.2(a) through Section 5.2(b) until Customer has accepted the Deliverables or System as set forth in Section 5.2(b), provided, however, if Customer issues more than three (3) rejection notices: (i) Customer may accept the Deliverables or System as nonconforming, in which case the parties agree to mutually negotiate any appropriate reduction in Fees to reflect the impact of the Nonconformities; or (ii) if Customer does not accept the System as nonconforming, either party may terminate this Agreement in accordance with Section 11.2(c) below.

(e) Consultant has the right to dispute, in good faith, Customer's rejection or qualified acceptance of the Deliverables or System by providing written notice to Customer of such dispute within fourteen (14) calendar days after Consultant's receipt of Customer's written notice of such rejection or qualified acceptance, as applicable. Consultant shall specify in the notice of dispute the basis of the dispute in sufficient detail to facilitate investigation by Customer and resolution by the parties. The parties shall first attempt in good faith to promptly resolve the dispute by negotiation and consultation between themselves. If the dispute is not resolved on an informal basis within ten (10) calendar days after Consultant's notice thereof, the parties shall seek to resolve the dispute pursuant to Section 11.5. Pending the resolution of such dispute, Consultant will have no obligation to correct any alleged Nonconformity or repair or replace any Deliverables.

This Section 5.2 sets forth Consultant's sole obligations and Customer's exclusive remedies for any failure of the Deliverables or System to conform to the Specifications or perform in accordance with the Documentation.

6. Maintenance and Support. During the Warranty Period, Consultant may provide Customer System maintenance and support services for an additional fee under a separate agreement executed between the Consultant and Customer.

7. Fees; Payment Terms.

7.1 Fees. Customer shall pay to Consultant the fees set forth in the Specification and Signed Acceptance Document ("**Fees**").



7.2 Time and Materials. Where the Services are provided on a time and materials basis:

(a) the Fees payable for the Services shall be calculated in accordance with Consultant's hourly fee rates for the Consultant Personnel set forth in the Specification and Signed Acceptance Document; and

(b) Consultant will issue invoices to Customer monthly in arrears for its Fees for time for the immediately preceding month, calculated as provided in this Section 7.2, together with a breakdown of any Reimbursable Expenses incurred during that period.

7.3 Fixed Price. Where Services are provided for a fixed price, the total Fees for the Services shall be the amount set out in the Specification and Signed Acceptance Document. The total Fees shall be paid to Consultant in installments as set out in the Specification and Signed Acceptance Document together with Customer's payment of any Reimbursable Expenses incurred by Consultant during the installment period. At the end of a period for which an installment is due under the Specification and Signed Acceptance Document, Consultant will issue invoices to Customer for the Fees and Reimbursable Expenses that are then payable for that period.

7.4 Reimbursable Expenses. Customer shall reimburse Consultant for all travel and out-of-pocket expenses incurred by Consultant in connection with performing the Services ("**Reimbursable Expenses**").

~~7.5 Fee Increases. The parties agree that for Services provided on a time and materials basis, Consultant may increase its standard fee rates specified in the Specification and Signed Acceptance Document upon ninety (90) days prior written notice to Customer.~~

7.6 Payment Terms. Customer shall pay all Fees and Reimbursable Expenses on or prior to the due date therefor set forth in the Specification and Signed Acceptance Document or, where the Specification and Signed Acceptance Document does not specify such date, within thirty (30) days after the date of Consultant's invoice therefor. Customer shall make payments to the address or account specified in the Specification and Signed Acceptance Document or such other address or account as is specified by Consultant in writing from time to time.

7.7 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available:

(a) Consultant may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;

(b) Customer shall reimburse Consultant for all costs incurred by Consultant in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and

(c) if such failure continues for ten (10) calendar days following written notice thereof, Consultant may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension. When such default is cured by Customer, the amount to be paid for the scope of work will be equitably increased to account for Consultant's damages arising from such suspension (including without limitation demobilization and remobilization expenses and increased costs of performance) and the time for Consultant to complete the scope of work will be equitably extended to account for such suspension.

7.8 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Consultant's income.

~~7.9 No Deduction or Setoff. Customer shall pay all amounts due under this Agreement without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable by Consultant whether under this Agreement, applicable Law or otherwise and whether relating to Consultant's breach, bankruptcy or otherwise.~~

~~7.10 Prompt Payment Laws. In the event of a conflict between the provisions of this Section 7 and any applicable "prompt payment" laws or regulations within the State of Illinois, including without limitation the Local Government Prompt Payment Act, 50 ILCA 505/1 and the Contractor Prompt Payment Act, 815 ILCS 603/1 (collectively the "Illinois Prompt~~



~~Payment Laws”), the provisions of the Prompt Payment Laws shall control. Consultant shall have all remedies that may be available at law, in equity, or otherwise with respect to Customer’s payment obligations hereunder and pursuant to the Illinois Prompt Payment Laws.~~

8. Intellectual Property Rights. The following provisions shall govern all Intellectual Property Rights which may arise in the course of performing this Agreement.

8.1 Consultant Materials. All right, title, and interest in and to (a) the Consultant Materials and (b) all works, inventions and other subject matter incorporating, based on or derived from any Consultant Materials, including all customizations, enhancements, improvements and other modifications thereof (collectively, "**Derivatives**"), in each case (subclause (a) and subclause (b)) by whomsoever made and including all Intellectual Property Rights therein, are and will remain, as appropriate, with Consultant. Customer has no right or license with respect to any Consultant Materials or Derivatives except as expressly licensed under Section 9.1, in each case subject to Section 9.2. Consultant expressly reserves all other rights in and to the Consultant Materials and Derivatives. If Customer permits any third party to access or modify the Consultant Materials, Customer must do so pursuant to a written agreement that: (i) prohibits such third party from using, disclosing or distributing the Consultant Materials for any purpose other than as reasonably necessary to facilitate Customer’s internal use of the Deliverables provided hereunder; and (ii) prohibits such third party from removing, obscuring or altering any legal notices or copyright management information included in or upon the Consultant Materials; and (iii) states that such third party shall not disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Consultant Materials. Customer acknowledges that permitting a third party to modify the Consultant Materials shall void the warranty set forth in Section 12 below.

8.2 Customer Materials. As between the parties, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein, subject only to the license granted under Section 9.3. Customer expressly reserve all other rights in and to the Customer Materials.

8.3 Third-Party Materials. All right, title, and interest in and to the Third-Party Materials, including all Intellectual Property Rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any Third-Party Materials except as expressly licensed under such third-party license agreements.

(a) Reseller Products. In some cases, Consultant or its affiliated entities will act as a reseller of Third-Party Materials, which are referred to as “Reseller Products” for convenience. Customer acknowledges that Consultant may receive compensation in the form of a commission or profit share in connection with Reseller Products. All Reseller Products are warranted solely by the original manufacturer’s warranty. Customer will be deemed to contract directly with the licensor or seller of any Reseller Products, and will be directly responsible for complying with any license, end user license agreement, or other terms and conditions associated with Reseller Products.

(b) Licensed Embedded Products. “Licensed Embedded Products” means any software component that is provided by Consultant from a licensed development platform utilized by Consultant. Regarding all Licensed Embedded Products, Customer will be deemed an authorized end user, and Consultant grants Customer a royalty-free, fully paid-up, non-exclusive right and license to use and execute the Licensed Embedded Products as part of the Consultant Materials and Deliverables provided hereunder or in the future. With respect to all Licensed Embedded Products, Customer agrees: (i) Customer is prohibited from distribution of the Licensed Embedded Products; (ii) all Licensed Embedded Products are warranted solely by the original manufacturer’s warranty; (iii) any and all liability of Licensed Embedded Product licensors and suppliers shall be limited to the maximum extent permitted by applicable law; and (iv) Customer may not attempt to disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Licensed Embedded Products. Customer agrees to review and comply with any other terms and conditions associated with Licensed Embedded Products which are posted from time to time in the “3rd Party Terms” document at www.goconcentric.com/standard-terms.

(c) Open Source Products. “Open Source Products” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License,



or other license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled. Consultant will identify any Open Source Products which are incorporated into the Consultant Materials and post or link to the applicable license agreement associated with any such Open Source Products on its website. Customer acknowledges that it has access to such information and a duty to read and comply with the applicable license agreements.

(d) **No Third-Party Materials Representations or Warranties.** Customer's remedies with respect to all Third-Party Materials will be limited to whatever recourse may be available against the applicable licensor thereof. Without limiting the generality of the foregoing, wherever Consultant may agree to provide configuration, installation, or deployment services relating to any Third-Party Materials, any warranties of Consultant relate to and are applicable to Consultant's Services only, not to Third-Party Materials. CONSULTANT MAKES NO REPRESENTATIONS, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ANY THIRD-PARTY MATERIALS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ITS USE OF THIRD-PARTY MATERIALS IS AT CUSTOMER'S SOLE RISK AND THAT THIRD-PARTY MATERIALS ARE RECOMMENDED BY CONSULTANT "AS IS" AND WITHOUT WARRANTY OF ANY KIND FROM CONSULTANT INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9. Licenses.

9.1 **Consultant License.** Subject to and conditioned upon Customer's payment of the Fees and compliance with Section 9.2 and all other applicable provisions of this Agreement, Consultant hereby grants to Customer a fully paid-up and royalty-free, non-transferable, non-sublicensable license exercisable in perpetuity, solely: (a) to install, operate, and use the System (including Consultant Software in object code only) for the Permitted Use in the Core System at the Designated Site(s) in accordance with the Documentation; and (b) to use the Documentation and other Deliverables in connection therewith.

9.2 **Consultant License Restrictions.** Customer shall not, and shall not permit any other Person to, access or use any Consultant Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, with respect to all Consultant Materials, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of the Consultant Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Consultant Materials to any other Person, including through or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Consultant Materials or any part thereof;
- (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Consultant Materials, including any copy thereof;
- (e) use any Consultant Materials in a manner or for any purpose that infringes, misappropriates, or otherwise violates any Law or Intellectual Property Right;
- (f) use the Consultant Materials for purposes of competitive analysis of the System, the development of a competing system, product or service, or any other purpose that is to Consultant's commercial disadvantage;
- (g) use any Consultant Materials in, or in association with, the design, construction, maintenance or operation of any hazardous environments, systems, or applications; or,
- (h) otherwise use the Consultant Materials beyond the scope of the license granted under Section 9.1.

9.3 **Customer Materials License.** Customer hereby grants to Consultant a fully paid-up and royalty-free, non-exclusive right and license to use, reproduce, perform, display, distribute, modify, and create derivative works and improvements of the Customer Materials to perform the Services or to further develop and improve the Consultant Materials



as necessary or desirable to perform the Services. This license commences upon Customer's first delivery of Customer Materials to Consultant and is irrevocable and perpetual.

10. Confidentiality.

10.1 Confidential Information. In connection with this Agreement, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 10.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing, the Consultant Materials are the Confidential Information of Consultant.

10.2 Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

10.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) except as may be permitted by and subject to its compliance with Section 10.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 10.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as set forth in this Section 10.3.

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and

(d) ensure its Representatives' compliance, and be responsible and liable for any of its Representatives' noncompliance, with this Section 10.

10.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy, or waive its rights under Section 10.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 10.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

11. Term and Termination.

11.1 Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the parties have performed their obligations under the Signed Acceptance Document ("**Term**").

11.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:



(a) Consultant may terminate this Agreement, effective on written notice to Customer, if: (i) Customer fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after Consultant's delivery of written notice thereof; (ii) there have been three (3) or more such payment failures in the preceding twelve (12) month period, regardless of whether any such failures were timely cured; or (iii) Customer breaches any of its obligations under Section 9.2 (License Restrictions) or Section 10 (Confidentiality).

(b) Either party may terminate this Agreement effective on written notice to the other party if the other party materially breaches this Agreement through no fault of the terminating party, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach.

(c) If the System cannot be installed and made fully operational, and either party reasonably determines that the System cannot be made to function properly, such party may terminate this Agreement upon written notice to the other party. In the event of such termination, all Fees accrued through the date of termination shall be due upon such termination.

(d) Either party may terminate this Agreement, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

11.3 Effect of Termination Pursuant to Section 11.2. Upon any expiration or termination of this Agreement:

(a) Consultant shall immediately cease all use of and within five (5) days deliver to Customer, or, if return is impractical, shall destroy, all documents and tangible materials containing, reflecting, incorporating or based on the Customer Materials or Customer's Confidential Information; provided, however, that Consultant may retain one archival copy of the Customer Materials and Customer's Confidential Information to the extent Consultant requires or will require such Customer Materials or Confidential Information to meet its internal recordkeeping requirements or perform any of its obligations or exercise any of its rights or licenses under any surviving provisions of this Agreement.

(b) Customer shall (i) immediately cease all use of and within five (5) days deliver to Consultant, or at Consultant's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on the Consultant Materials or Consultant's other Confidential Information; and (ii) permanently erase the Consultant Materials and Consultant's other Confidential Information from its computer systems, except, in each case, to the extent that Customer requires or will require such Consultant Materials or Consultant's Confidential Information to perform any of its obligations or exercise any of its rights or licenses under any surviving provisions of this Agreement.

(c) If Customer terminates this Agreement pursuant to Sections 11.2(b) or (c), Customer will be relieved of any obligation to pay any Fees hereunder for Services and Deliverables that Consultant has not provided as of the effective date of termination and Consultant will refund to Customer Fees paid in advance for such Services and Deliverables.

(d) If Consultant terminates this Agreement pursuant to Sections 11.2(a), (b), or (c), Customer shall pay all previously-accrued but not yet paid Fees and Reimbursable Expenses through the effective date of termination, on receipt of Consultant's invoice therefor.

(e) If Consultant terminates this Agreement, all licenses granted to Customer under this Agreement will also automatically and immediately terminate on the effective date of such termination.

(f) Customer shall certify to Consultant in a notarized written instrument signed by Customer's duly authorized executive officer that it has complied with the requirements of this Section 11.3.

11.4 Surviving Provisions. The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any



expiration or termination of this Agreement: Section 8, Section 9.1, Section 9.2, Section 9.3, Section 10, Section 11.3, this Section 11.4, Section 12, Section 13, Section 14, Section 15, and Section 16.

11.5 Dispute Resolution. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof ("Dispute") shall be resolved with the following procedures:

(a) Negotiation. Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within thirty (30) calendar days (the "Negotiation").

~~(b) Mediation. If the dispute has not been resolved by negotiation in accordance with Section 11.5(a), then the parties shall proceed to mediation unless the parties at the time of the dispute agree to a different timeframe. A "Notice of Mediation" shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The parties shall agree on a mediator; however, if they cannot agree within fourteen (14) calendar days then Customer and Consultant shall each select a mediator and such mediators shall together unanimously select a neutral mediator who shall conduct the mediation. The mediation session shall be held within forty five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one (1) day, until there is a settlement agreement, or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within thirty (30) days of the first mediation session.~~

~~During the course of the mediation, no party can assert the failure to fully comply with Section 11.5(a) as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the Dispute until thirty (30) days after the parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise.~~

~~All communications, both written and oral, during the parties' efforts under Sections 11.5(a) and 11.5(b) are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.~~

12. Representations and Warranties.

12.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is a duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its provisions.

12.2 Additional Consultant Representations and Warranties; Limited Remedy.

(a) Consultant represents and warrants to Customer that Consultant will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.



(b) Consultant warrants that for twelve (12) months following Customer's acceptance of the System pursuant to Section 5.2, as installed in the Core System and used in accordance with the Documentation, the System will in all material respects function and otherwise be in conformity with the Specifications. In the event of Consultant's breach of the foregoing warranty, Consultant's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:

(i) Consultant shall use commercially reasonable efforts to cure such breach by either the repair or replacement of the defective Consultant Material without cost to the Customer, provided that Customer had not altered the System in any way and has maintained the System in accordance with Consultant's recommendations; further provided that, if Consultant cannot cure such breach within a reasonable time (but no more than sixty (60) days) after Customer's written notice of such breach, either party may, at its option, terminate the Agreement effective immediately upon written notice to the other party.

(ii) Consultant shall not be in breach of its warranty under this Section 12.2(b), and the foregoing remedy shall not be available, unless Customer provides written notice of such breach within twenty (20) calendar days of its discovery of such defect or failure and in no event later than twelve (12) months after Customer's acceptance or deemed acceptance of the System.

(iii) In no event will Consultant be responsible for (a) any modifications to any Consultant Materials or Deliverables made by anyone other than Consultant; (b) damages caused by misuse, improper operation, or improper or insufficient maintenance of any Consultant Materials or Deliverables; (c) normal wear and tear; (d) any data loss or corruption or personal information data breach; or (e) any alleged defects in any Consultant Materials or Deliverables that arise from Consultant's compliance with designs or other criteria or requirements provided by or through Customer.

(c) Any claim arising out of or in connection with this Agreement or its subject matter must be filed within twelve (12) months after the Customer's acceptance or deemed acceptance of the System or be permanently barred.

12.3 Additional Customer Representations and Warranties. Customer represents, warrants, and covenants to Consultant that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Consultant and used in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights of any third party or violate any applicable Law.

12.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 12.1 AND SECTION 12.2, THE SYSTEM AND ALL SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS" AND CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CONSULTANT MAKES NO WARRANTY OF ANY KIND THAT THE SYSTEM OR ANY OTHER WORK PRODUCT, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES (EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

13. Insurance. At all times during the Term of the Agreement, Consultant shall procure and maintain insurance of the following policy limits:

Workers Compensation: Statutory Limits

Excess Umbrella Liability: \$5,000,000 per claim and aggregate

General Liability: \$1,000,000 per claim
\$2,000,000 aggregate

Professional Liability: \$5,000,000 per claim
\$5,000,000 aggregate



Automobile Liability: \$1,000,000 combined single limit

14. Limitations of Liability.

14.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL CONSULTANT OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE; (b) USE, QUALITY, OR PERFORMANCE OF THE SYSTEM, SYSTEM COMPONENTS, OR OTHER DELIVERABLES OTHER THAN AS EXPRESSLY SPECIFIED IN THE SPECIFICATIONS, DOCUMENTATION, OR THIS AGREEMENT, INCLUDING ANY INABILITY TO USE OR NON-PERFORMANCE OF THE SYSTEM, IN WHOLE OR IN PART; OR (c) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF CONSULTANT AND ITS LICENSORS, SUBCONTRACTORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE FOLLOWING (WHICHEVER IS GREATER): (A) THE AMOUNT PAID BY CUSTOMER TO CONSULTANT PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR, (B) IF THE COLLECTIVE AGGREGATE LIABILITY IS INSURED IN WHOLE OR IN PART, THE AGGREGATE AMOUNT RECOVERED BY CONSULTANT FROM ANY INSURERS OF THE LIABILITY. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.3 Customer acknowledges and agrees that the parties entered into the Agreement in reliance upon the limitations of liability set forth in Section 14, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

15. Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any portion of this Agreement, (except for any confidentiality or payment obligations), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, lightning, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) calendar days or more. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt notice to the other party, stating the period of time the occurrence is expected to continue and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16. Miscellaneous.

16.1 Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

16.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.



16.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 16.3):

If to Consultant:	Concentric Integration, LLC 8678 Ridgefield Rd. Crystal Lake, IL 60012 Attn: Mike Klein Facsimile: (815) 455-0450 E-mail: mklein@goconcentric.com
If to Customer:	At the addresses and to the attention as specified in the Signed Acceptance Document.

Notices sent in accordance with this Section 16.3 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

16.4 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any exhibits, attachments, and riders referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

16.5 Entire Agreement; Amendment and Modification; Waiver. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege

16.6 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Consultant's prior written consent. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 16.6 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

16.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

16.8 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. Upon such determination that any provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of



the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.9 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action or proceeding arising out of or related to this Agreement or its subject matter shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in or having jurisdiction over McHenry County, Illinois, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

~~**16.10 Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.~~

16.11 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Sections 8, 9, or 10, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party shall not be required to submit itself to the Dispute Resolution process set forth in Section 11.5 and will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

16.12 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

City Clerk

DATE: 5/3/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

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

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Tim Robertson to the Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board).

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Tim Robertson	Decatur Metropolitan Exposition Auditorium & Office Building Authority (DBA: Civic Center Board Authority)	10/27/2026
---------------	---	------------

DATED this 6th day of May 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 6th day of May 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 6th day of May 2024.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 5/1/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Appointments - Human Relations Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointments of Donna Brandis Ellis, Sultan Ibrahim and Christina Owens to the Human Relations 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 appointments by the Mayor of the following named as members of the board or commission set opposite their respective name, to serve a term expiring upon the date set opposite their respective name or until their respective successor is appointed and qualified:

Donna Brandis Ehler	Human Relations Commission	8/1/2026
Sultan Ibrahim	Human Relations Commission	8/1/2026
Christina Owens	Human Relations Commission	8/1/2025

DATED this 6th day of May 2024.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2024-_____
RESOLUTION APPROVING APPOINTMENTS

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

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

PRESENTED AND ADOPTED this 6th day of May 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 6th day of May 2024.

Julie Moore Wolfe, Mayor

Public Works

DATE: 4/15/2024

MEMO: 2024-64

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –2045 East Grove Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2045 East Grove 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 2045 East Grove Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2045 EAST GROVE 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 Cody & Calynda Riley, requesting that there be annexed to the City territory described as:

LOT TWENTY-FOUR (24) IN BLOCK TWO (2) OF LAKELAND HEIGHTS AS PER PLAT
RECORDED IN BOOK 982 PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE
OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-127-002

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

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of May 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.) _____

Calynnda G Riley
Cody J Riley

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2045 East Grove Road, and legally described as follows:

LOT TWENTY-FOUR (24) IN BLOCK TWO (2) OF LAKELAND HEIGHTS AS PER PLAT RECORDED IN BOOK 982 PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-127-002

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Cody Riley

Cody Riley

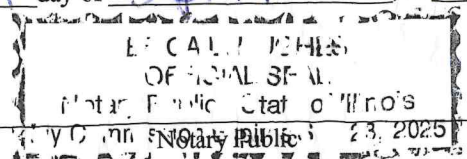
2045 E Grove Rd

Calynnda Riley

Calynnda Riley

2045 E Grove Rd

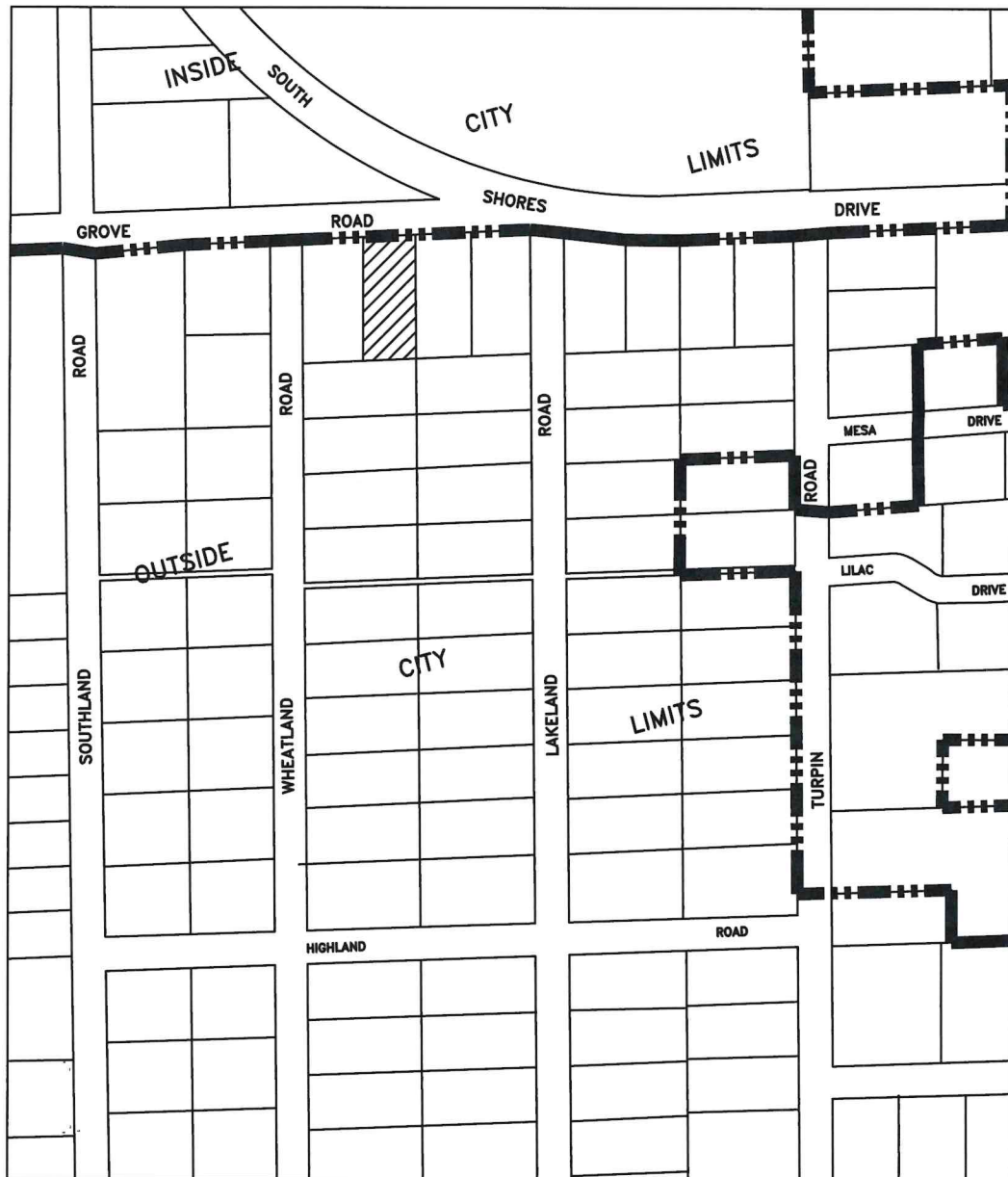
Signed and sworn to before me this 1st day of April, 2024



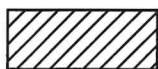
(Rev. 12/2014)

My Commission expires
Sep 23, 2025

Exhibit A



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2045 E. GROVE ROAD



indicates territory annexed



indicates existing corporate limits

0.528± acres

AREA 0.00082± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 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 246 of 354

Public Works

DATE: 4/15/2024

MEMO: 2024-65

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –2306 Highland Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2306 Highland Road be approved.

BACKGROUND:

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

POTENTIAL OBJECTIONS: None

BUDGET/TIME IMPLICATIONS:

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 2306 Highland Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2306 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 Eric T. Maxey and Heather M. Maxey, requesting that there be annexed to the City territory described as:

LOT TWO (2) IN SOUTHLAKE, AS PER PLAT RECORDED IN BOOK 300 PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, AND COMMONY KNOWN AS 2306 HIGHLAND ROAD, DECATUR, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-203-022

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 6th day of May 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.) _____

Eric T. Maxey

Heather M. Maxey

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2306 Highland Road, and legally described as follows:

LOT TWO (2) IN SOUTHLAKE, AS PER PLAT RECORDED IN BOOK 300 PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, AND COMMONLY KNOWN AS 2306 HIGHLAND ROAD, DECATUR, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-203-022

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

Eric T Maxey

Eric T Maxey

2306 Highland Rd

Decatur, IL 62521

Heather M Maxey

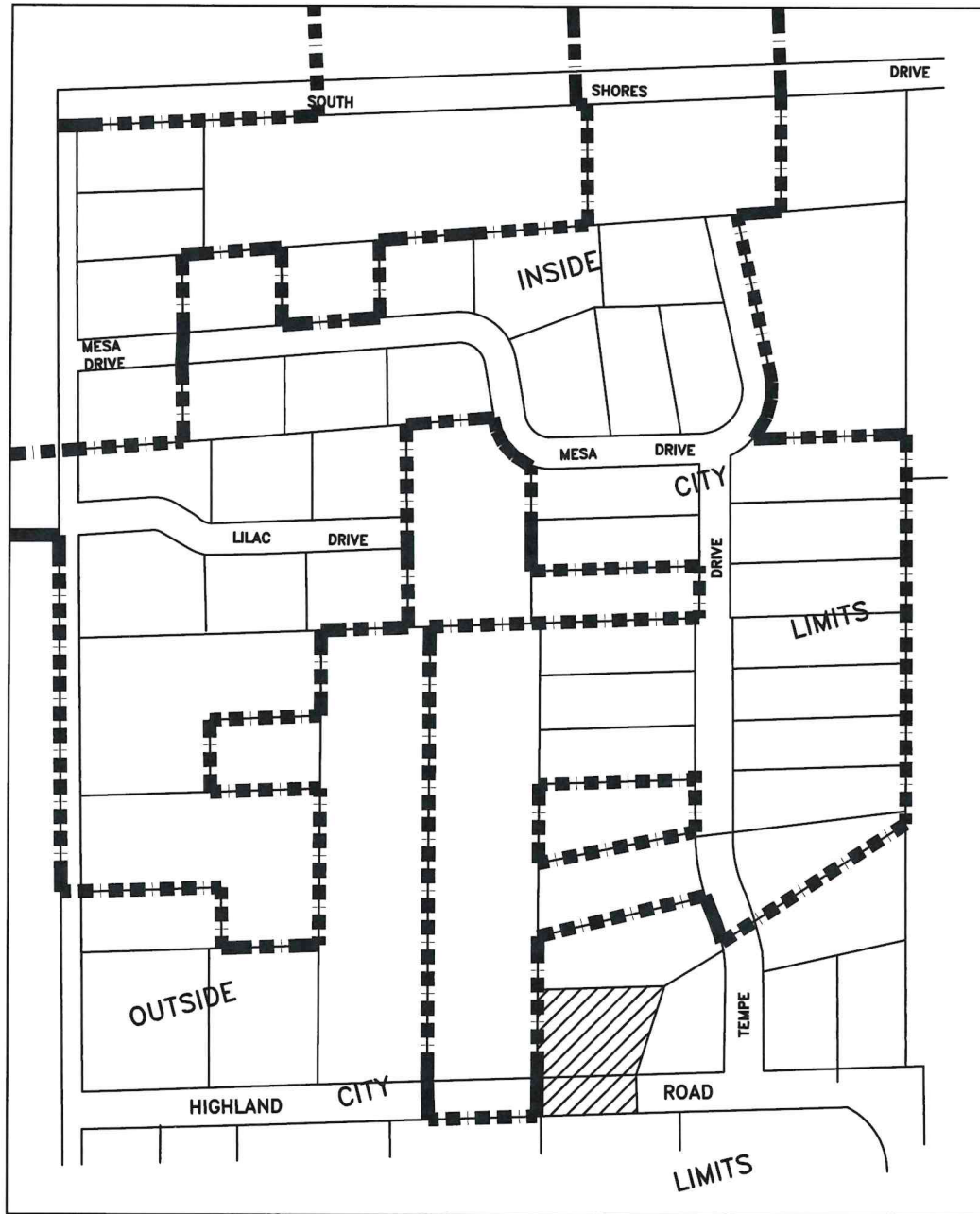
Heather M Maxey

Signed and sworn to before me this 8th day of April, 2024

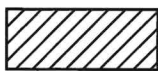


Tara R. Bachstein
Notary Public

(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2306 HIGHLAND ROAD



indicates territory annexed



indicates existing corporate limits

0.56± acres

AREA 0.00087± sq. miles

150± 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 251 of 354

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

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

Public Works

DATE: 4/15/2024

MEMO: 2024-66

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –2923 Lakeland Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2923 Lakeland Road be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2923 Lakeland Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2923 LAKELAND ROAD**

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

LOTS 1 AND 2 OF BLOCK 2 OF LAKELAND HEIGHTS AS PER PLAT RECORDED IN BOOK 982 PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-127-025

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

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of May 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.) _____

STEPHEN T. BARGER
LINDA C. BARGER

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2923 Lakeland Road, and legally described as follows:

LOTS 1 AND 2 OF BLOCK 2 OF LAKELAND HEIGHTS AS PER PLAT RECORDED IN BOOK 982 PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-127-025

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

SIGNATURE

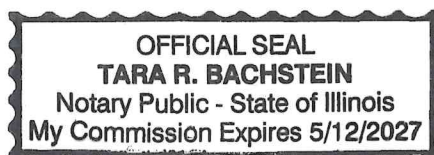
PRINTED NAME

STREET ADDRESS, CITY, STATE

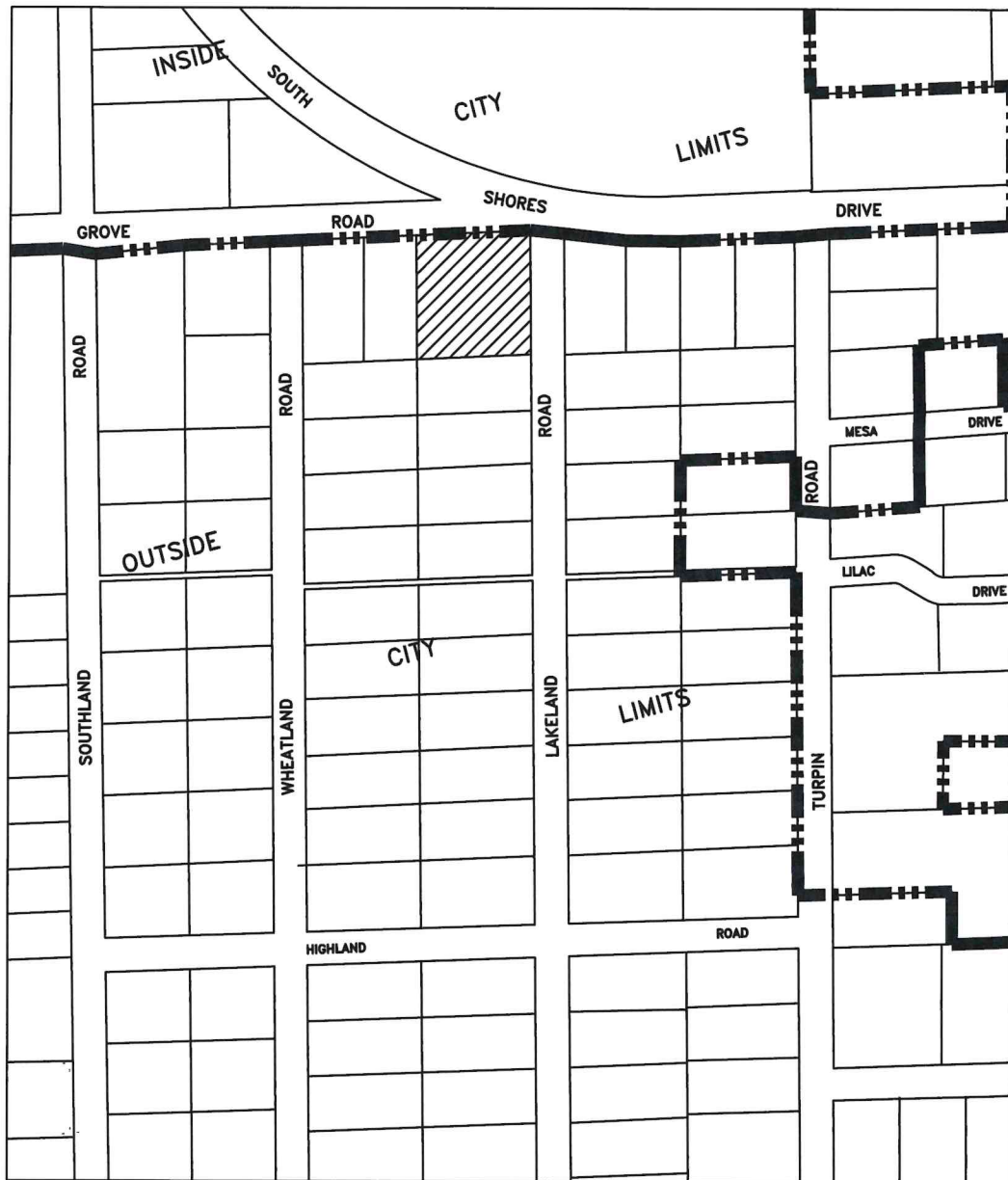
<u>Stephen T Barger</u>	<u>STEPHEN T. BARGER</u>	<u>2923 LAKELAND RD.</u>
<u>Linda C. Barger</u>	<u>Linda C. Barger</u>	<u>2923 Lakeland Rd</u>

Signed and sworn to before me this 3rd day of April, 2024

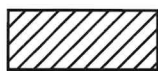
Tara R. Bachstein
Notary Public



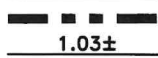
(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2923 LAKELAND ROAD



indicates territory annexed



indicates existing corporate limits

1.03± acres

AREA 0.00161± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



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

ORDINANCE NO: _____

DATE: _____ Page 256 of 354

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

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

Public Works

DATE: 4/15/2024

MEMO: 2024-67

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –2207 South Shores Drive

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 2207 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 2207 South Shores Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2207 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 Jeffrey L. Trimby and Annette K. Trimby, requesting that there be annexed to the City territory described as:

A TRACT OF LAND IN THE NW ¼ OF THE NE ¼ OF SEC. 36, T-16-N, R-2-E, OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 230 FEET EAST AND 159.92 FEET SOUTH OF THE NW COR. OF THE NW ¼ OF NE ¼ OF SEC. 36, T-16-N, R-2-E, OF THE 3RD P.M, THENCE NORTH 99.92 FEET TO THE SOUTH LINE OF THE RIGHT OF WAY OF STATE AID ROUTE 9, THENCE WEST 210.0 FEET ALONG THE SAID RIGHT OF WAY LINE, THENCE SOUTH 105.1 FEET, THENCE EAST 210.0 FEET TO THE POINT OF BEGINNING.

PIN# 17-12-36-201-016

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of May 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.) _____

Jeffrey L. Trimby, Annette K. Trimby

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2207 South Shores Drive, and legally described as follows:

A TRACT OF LAND IN THE NW ¼ OF THE NE ¼ OF SEC. 36, T-16-N, R-2-E, OF THE 3RD P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 230 FEET EAST AND 159.92 FEET SOUTH OF THE NW COR. OF THE NW ¼ OF NE ¼ OF SEC. 36, T-16-N, R-2-E, OF THE 3RD P.M, THENCE NORTH 99.92 FEET TO THE SOUTH LINE OF THE RIGHT OF WAY OF STATE AID ROUTE 9, THENCE WEST 210.0 FEET ALONG THE SAID RIGHT OF WAY LINE, THENCE SOUTH 105.1 FEET, THENCE EAST 210.0 FEET TO THE POINT OF BEGINNING.

PIN # 17-12-36-201-016

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Jeffrey L. Trimby

Jeffrey L. Trimby

2207 S. Shores

Annette K. Trimby

Annette Trimby

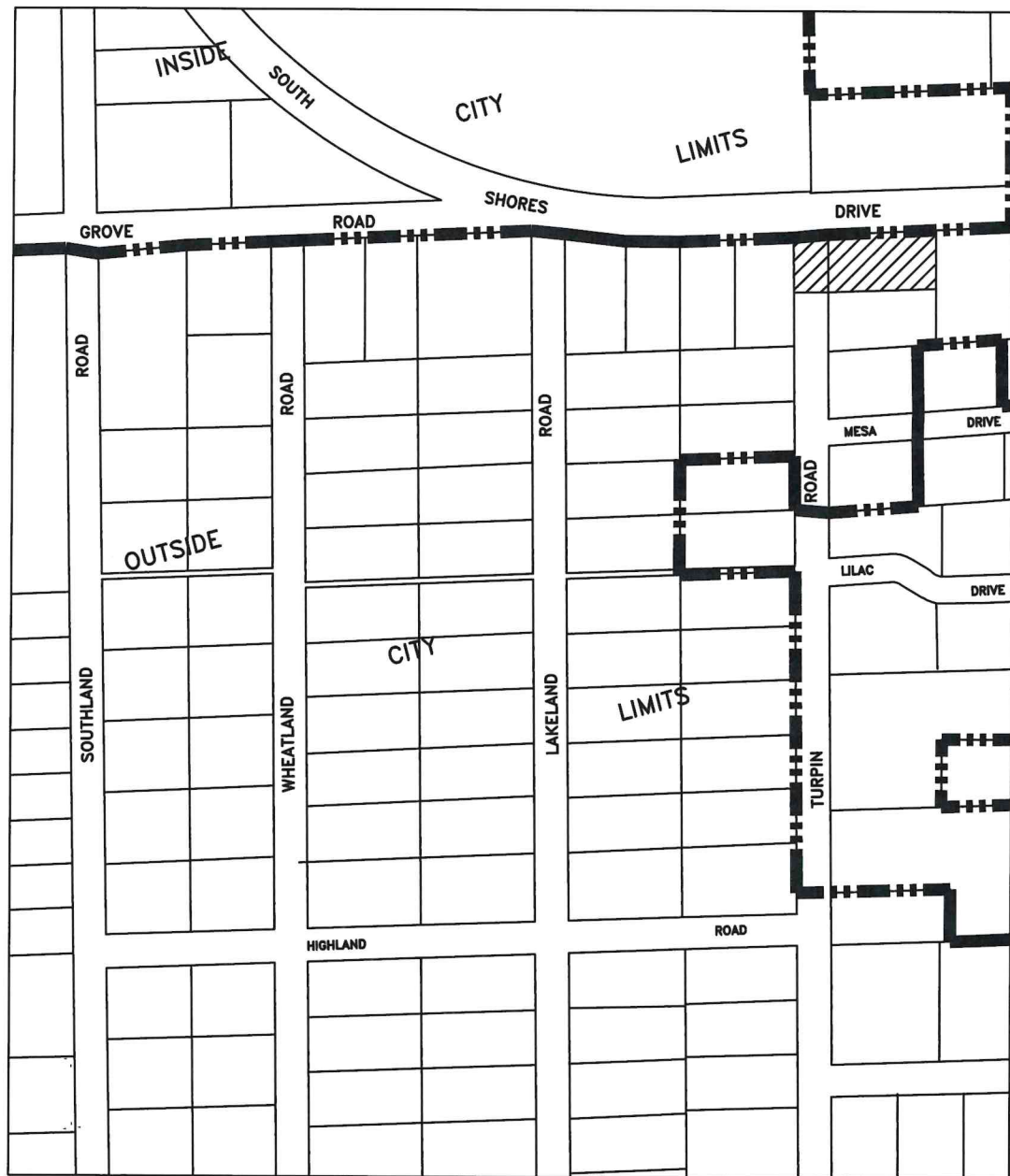
2207 S. Shores Dr.

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

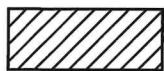


Tara R. Bachstein
Notary Public

(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2207 SOUTH SHORES DRIVE



indicates territory annexed



indicates existing corporate limits

0.49± acres

AREA 0.00077± sq. miles

125± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



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 261 of 354

Public Works

DATE: 4/15/2024

MEMO: 2024-68

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –2934 Turpin Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2934 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 2934 Turpin Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2934 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 Todd Kirkland and Vickie Kincaid, requesting that there be annexed to the City territory described as:

BEG 175.6' SOUTH OF THE NWC OF THE NE1/4 OF SEC 36-16-2E OF THE 3RD P.M.
THENCE E 226.6' THE SOUTH 95' THENCE WEST 229.26' THENCE NORTH 95' TO THE
POINT OF BEGINNING.

PIN# 17-12-36-201-002

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

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of May 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.) _____

TODD Kinkling 2934 Turpin Rd
Vickie Kinkling 2934 Turpin Rd

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2934 Turpin Road, and legally described as follows:

BEG 175.6' SOUTH OF THE NWC OF THE NE1/4 OF SEC 36-16-2E OF THE 3RD P.M. THENCE E 226.6'
THE SOUTH 95' THENCE WEST 229.26' THENCE NORTH 95' TO THE POINT OF BEGINNING

PIN # 17-12-36-201-002

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

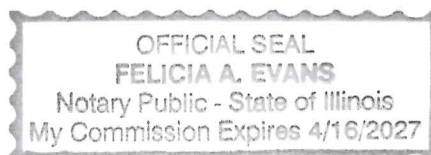
Vickie Kinkling Vickie Kinkling 2934 Turpin Rd
Todd Kinkling Todd Kinkling 2934 Turpin Rd

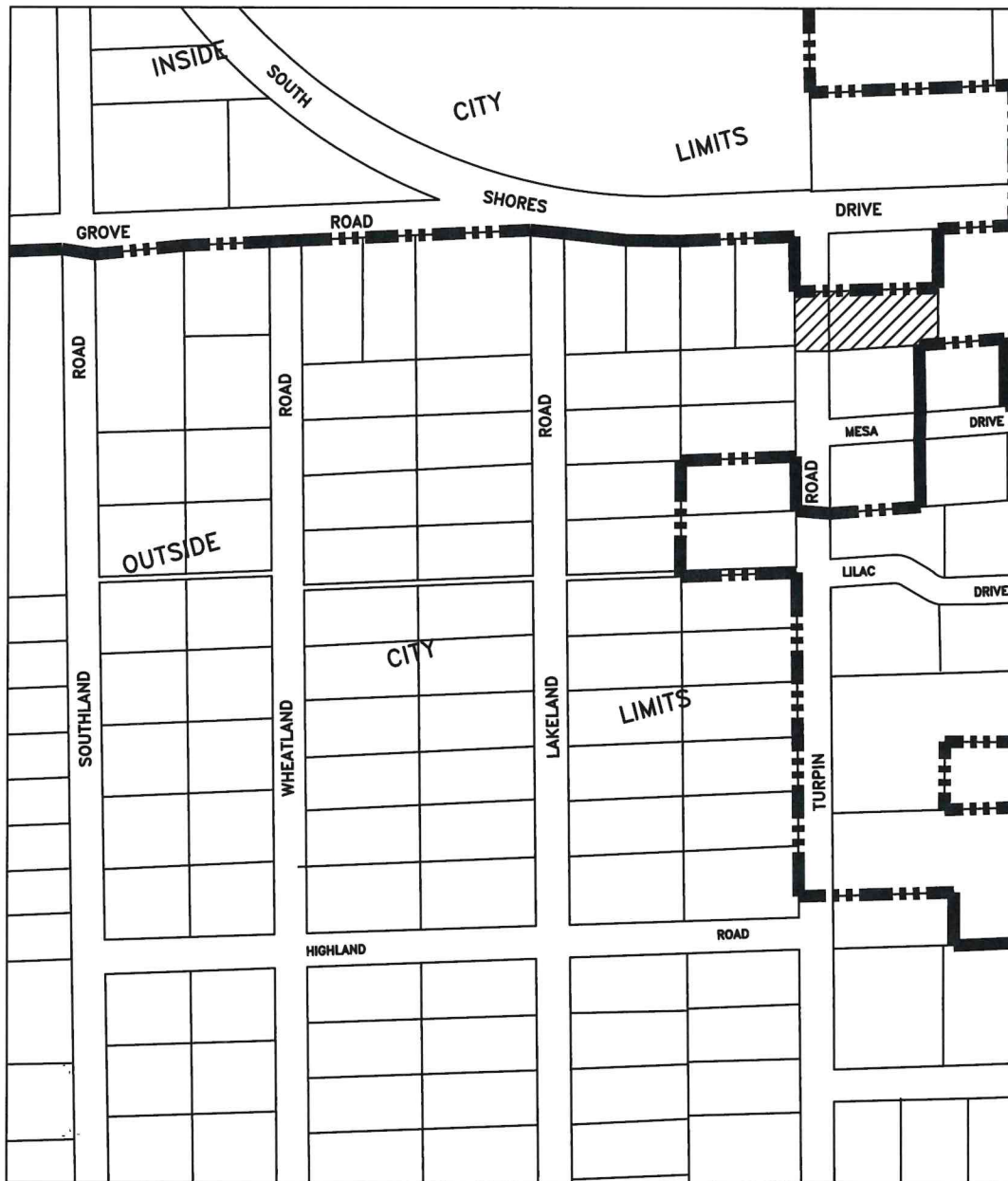
Signed and sworn to before me this 3rd day of April, 2024

Felicia A. Evans

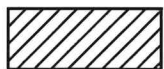
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2934 TURPIN ROAD



indicates territory annexed



indicates existing corporate limits

0.50± acres

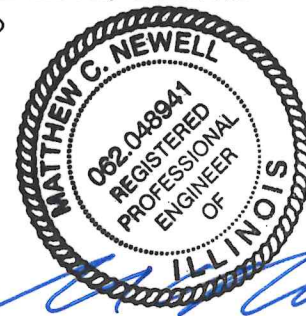
AREA 0.00078± sq. miles

93± 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 266 of 354

Public Works

DATE: 4/23/2024

MEMO: 2024-69

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory –1901 East Grove Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 1901 East Grove 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 1901 East Grove Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1901 EAST GROVE 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 Bart & Lisa Miller, requesting that there be annexed to the City territory described as:

ALL OF LOT SEVENTEEN (17) IN BLOCK THREE (3) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982 PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THE SOUTH 200 FEET THEREOF.

PIN# 17-12-36-126-001

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 6th day of May 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.) _____

Lisa Miller

Bart Miller

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1901 East Grove Road, and legally described as follows:

ALL OF LOT SEVENTEEN (17) IN BLOCK THREE (3) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982 PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THE SOUTH 200 FEET THEREOF.

PIN # 17-12-36-126-001

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

Lisa Miller

Bart Miller
Lisa Miller

1901 East Grove Rd Decatur IL
1901 E Grove Rd, Decatur IL

Signed and sworn to before me this 16th day of April, 2024

(Rev. 12/2014)



Tara R. Bachstein
Notary Public
Felicia A. Evans



■■■■ indicates existing corporate limits
0.47± acres

SOUTH WHEATLAND township



DATE: _____ Page 271 of 354

Public Works

DATE: 4/23/2024

MEMO: 2024-70

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory –3064 Tempe Drive

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 3064 Tempe 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 3064 Tempe Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3064 TEMPE 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 Lindsey C. Kirby and Bryan S. Kirby, requesting that there be annexed to the City territory described as:

LOT FOURTEEN (14) OF SOUTHLAKE, AS PER PLAT RECORDED IN BOOK 300, PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-204-009

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 6th day of May 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.)

Lindsay C. Kirby

Bryan S. Kirby

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3064 Tempe Drive, and legally described as follows:

LOT FOURTEEN (14) OF SOUTHLAKE, AS PER PLAT RECORDED IN BOOK 300, PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-204-009

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

Lindsay Kirby
Bryan Kirby

Lindsay Kirby
BRYAN Kirby

3064 Tempe Dr. Decatur, IL.
3064 Tempe Dr. Decatur, IL.

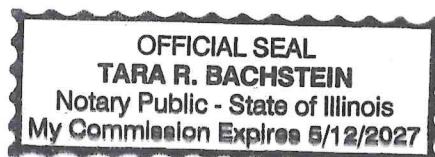
Signed and sworn to before me this 10 day of April, 2024
17K April 2024

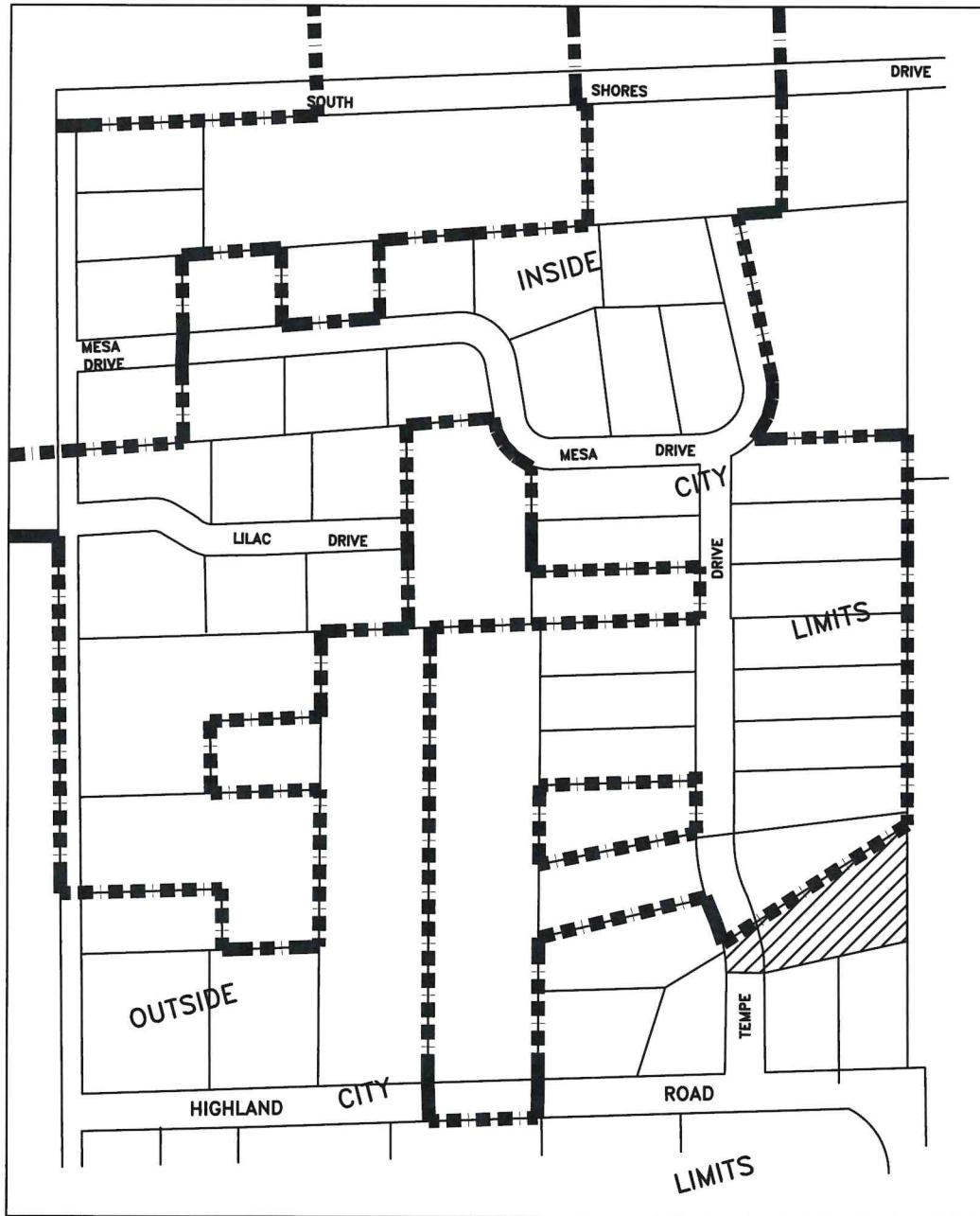
Michele L. Davis

Notary Public

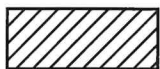
Tara R. Bachstein

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3064 TEMPE DRIVE



indicates territory annexed



indicates existing corporate limits

0.70± acres

AREA 0.00109± sq. miles

80± 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 276 of 354

Public Works

DATE: 4/23/2024

MEMO: 2024-71

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –3065 Tempe Drive

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3065 Tempe 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 3065 Tempe Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3065 TEMPE 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 Pedro Rivera Cabrera and Jeannie Patterson-Rivera, requesting that there be annexed to the City territory described as:

LOT THREE (3) OF SOUTHLAKE, AS PER PLAT RECORDED IN BOOK 300, PAGE 372
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.
SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-203-021

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of May 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.) _____

Pedro Rivera Cabrera
Jeannie Patterson-Rivera

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3065 Tempe Drive, and legally described as follows:

LOT THREE (3) OF SOUTHLAKE, AS PER PLAT RECORDED IN BOOK 300, PAGE 372 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-203-021

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

SIGNATURE

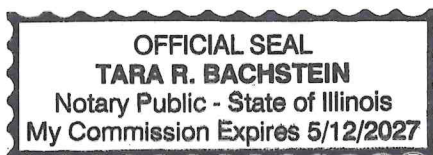
PRINTED NAME

STREET ADDRESS, CITY, STATE

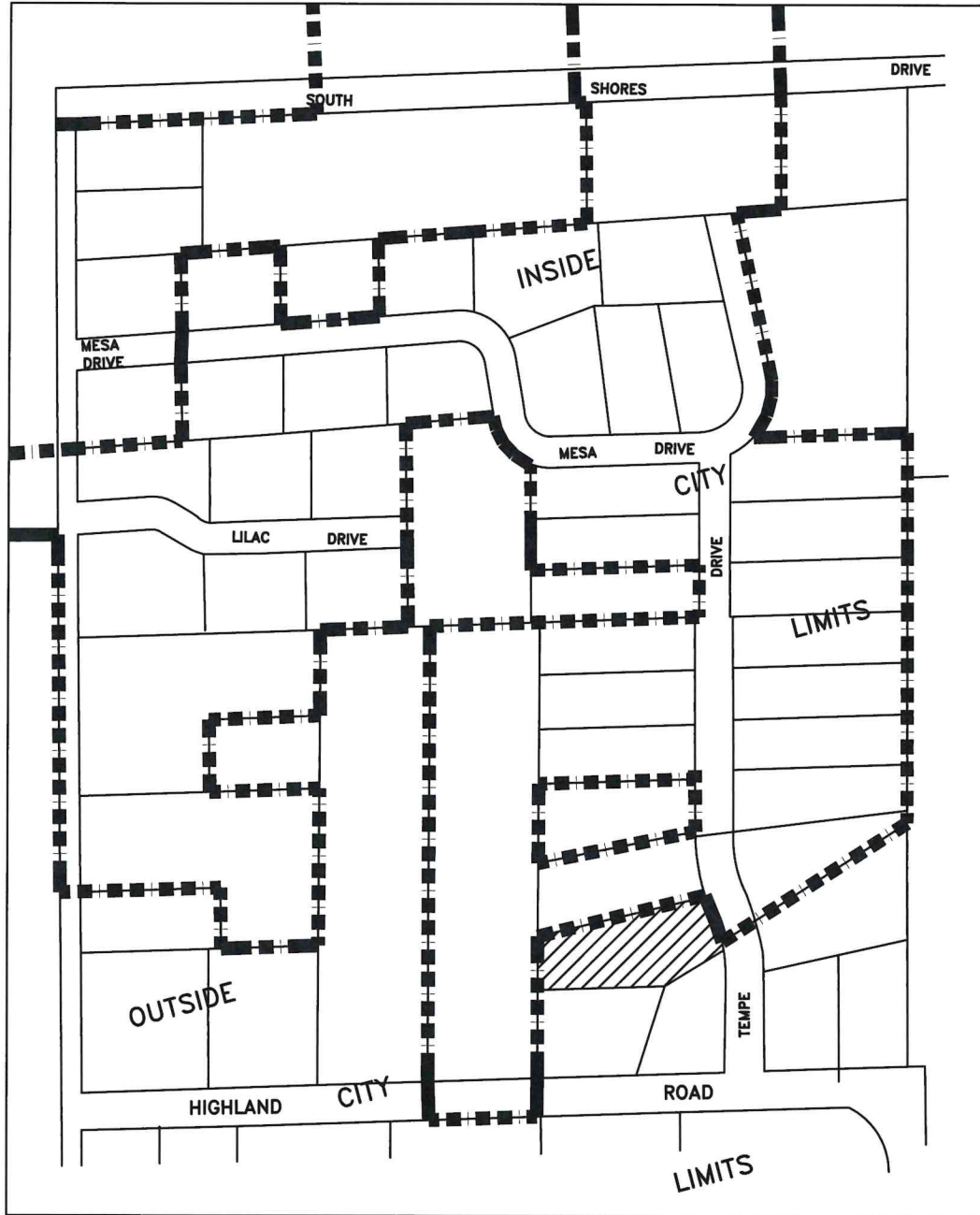
Pedro Rivera Cabrera Pedro Rivera Cabrera 3065 Tempe Dr. Decatur IL
Jeannie Patterson-Rivera Jeannie Patterson-Rivera 3065 Tempe Dr. Decatur IL

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

Tara R. Bachstein
Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3065 TEMPE DRIVE



indicates territory annexed



indicates existing corporate limits

0.67± acres

AREA 0.00105± sq. miles

0 lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



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

ORDINANCE NO: _____

DATE: _____ Page 281 of 354

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

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

Public Works

DATE: 4/23/2024

MEMO: 2024-72

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –3045 Turpin Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 3045 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 3045 Turpin Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3045 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 Kyler E. Rawls and Ji Ling Li, requesting that there be annexed to the City territory described as:

LOT NINE (9) 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.

PIN# 17-12-36-128-021

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of May 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.) _____

KYLER E. RAWLS

JIALING LI

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3045 Turpin Road, and legally described as follows:

LOT NINE (9) 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.

PIN # 17-12-36-128-021

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

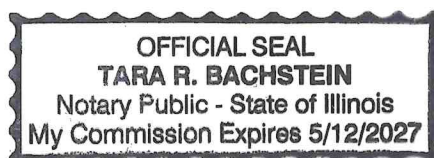
[Signature]
Jialing Li

KYLER RAWLS
Jialing Li

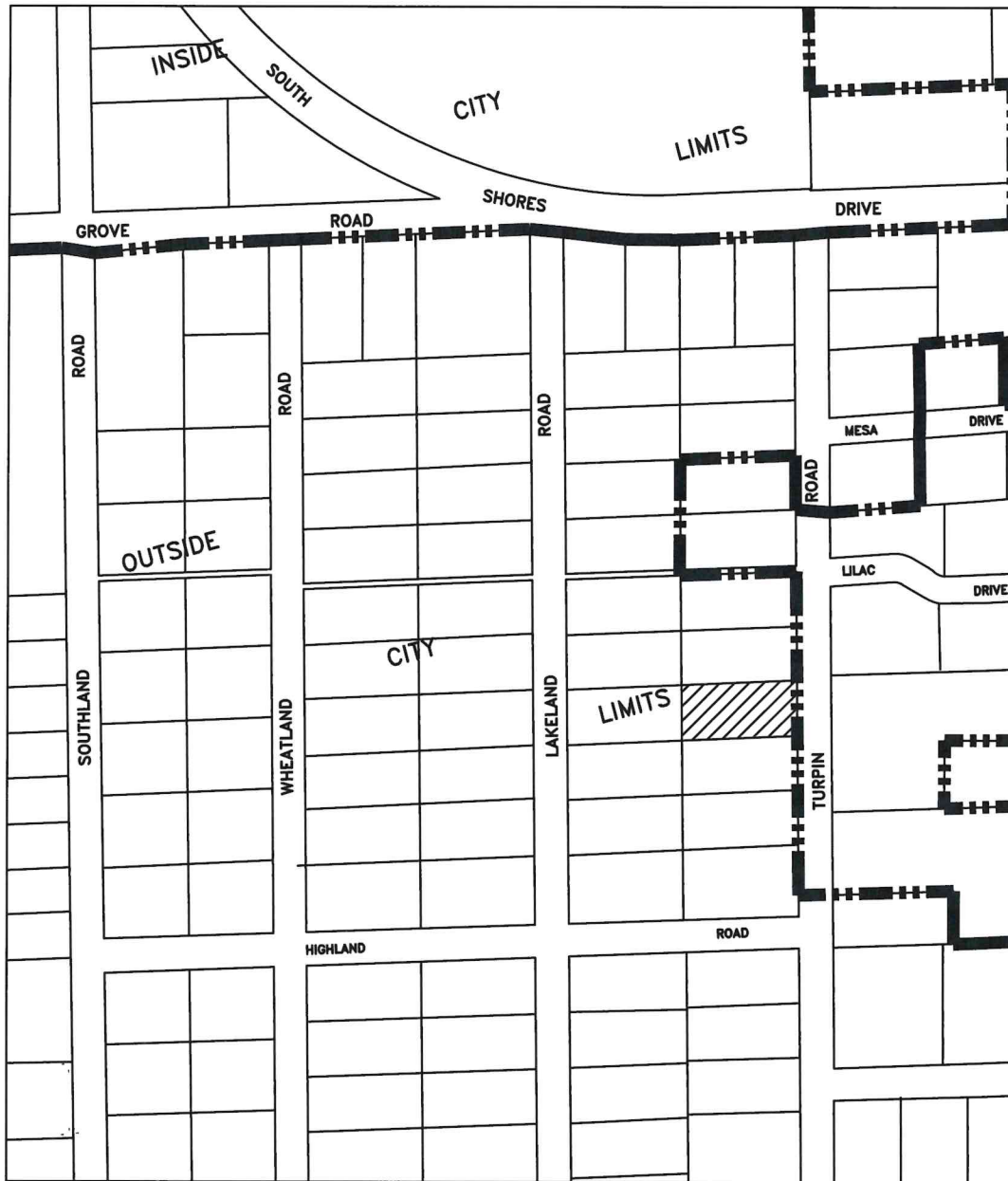
3045 TURPIN RD DECATUR, IL
62521

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

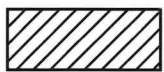
[Signature]
Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3045 TURPIN ROAD



indicates territory annexed



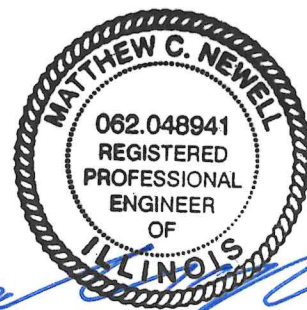
indicates existing corporate limits

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 286 of 354

Public Works

DATE: 4/23/2024

MEMO: 2024-73

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory –2920 Lakeland Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2920 Lakeland Road be approved.

BACKGROUND:

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2920 Lakeland Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2920 LAKELAND ROAD**

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

LOT TWENTY-THREE (23) IN BLOCK ONE (1) OF LAKELAND HEIGHTS ADDITION,
AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE
RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON
COUNTY, ILLINOIS.

PIN# 17-12-36-128-001

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 6th day of May 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.) _____

Jessica N. McKenzie
Dakota J. McKenzie

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2920 Lakeland Road, and legally described as follows:

LOT TWENTY-THREE (23) IN BLOCK ONE (1) OF LAKELAND HEIGHTS ADDITION, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-128-001_

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

Jessica N. McKenzie Jessica N. McKenzie 2920 Lakeland rd decatur il
[Signature] Dakota McKenzie 2920 Lakeland Rd, Decatur IL

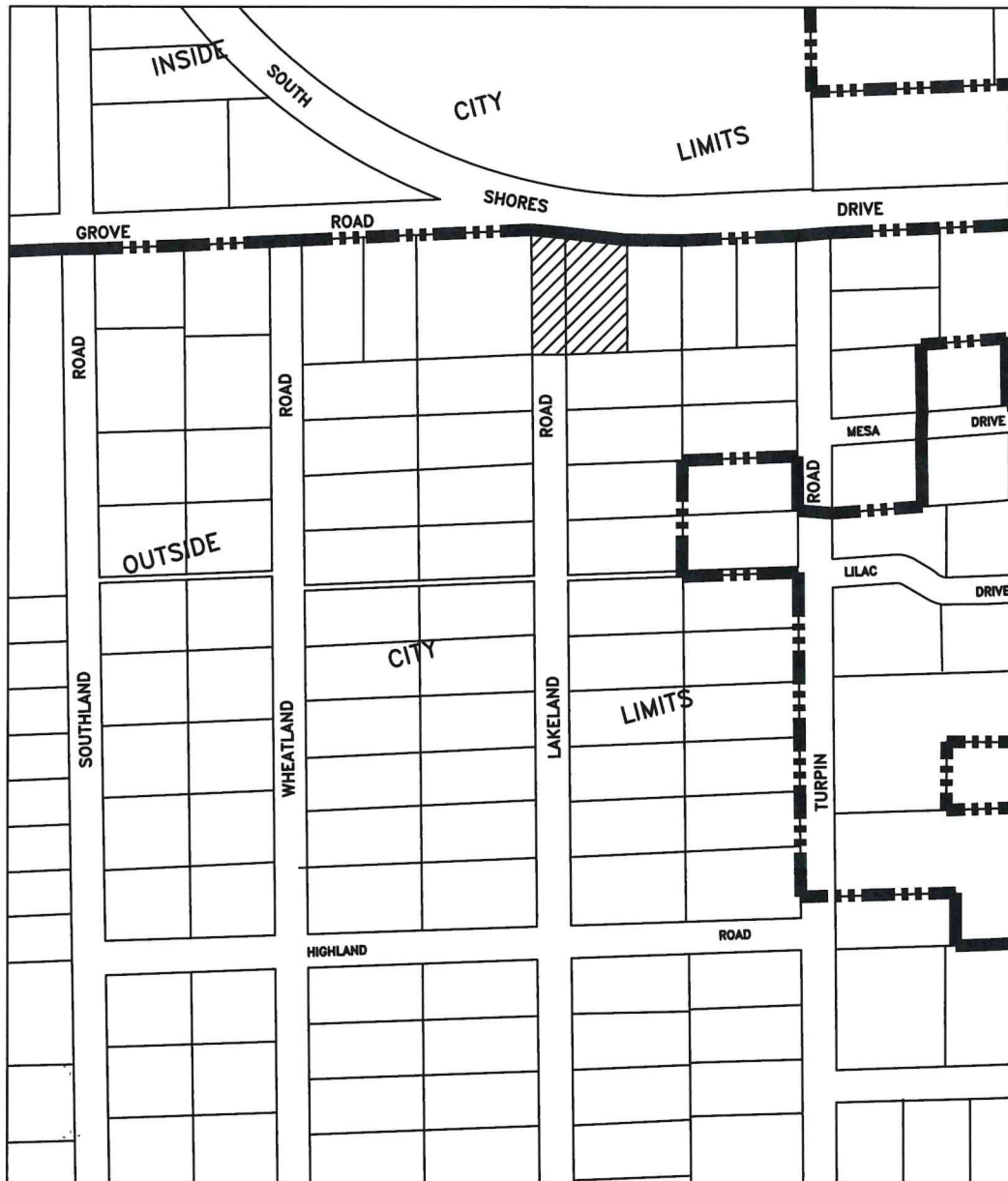
Signed and sworn to before me this 22 day of March, 2024

[Signature]

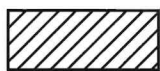
Notary Public

(Rev. 12/2014)

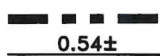




PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2920 LAKELAND ROAD



indicates territory annexed



indicates existing corporate limits

0.54± acres

AREA 0.00084± sq. miles

220± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

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

ORDINANCE NO: _____

DATE: _____ Page 291 of 354

Public Works

DATE: 4/23/2024

MEMO: 2024-74

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory –2920 South Wheatland Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinance annexing territory 2920 South Wheatland 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 2920 South Wheatland Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2920 SOUTH WHEATLAND 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 Ryan L. McClelland, Gregg L. McClelland, and Theresa L. McClelland, requesting that there be annexed to the City territory described as:

LOT TWENTY-THREE (23) IN BLOCK TWO (2) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-127-001

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 6th day of May 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.) _____

Ryan L McClelland

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2920 South Wheatland Road, and legally described as follows:

LOT TWENTY-THREE (23) IN BLOCK TWO (2) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-127-001

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

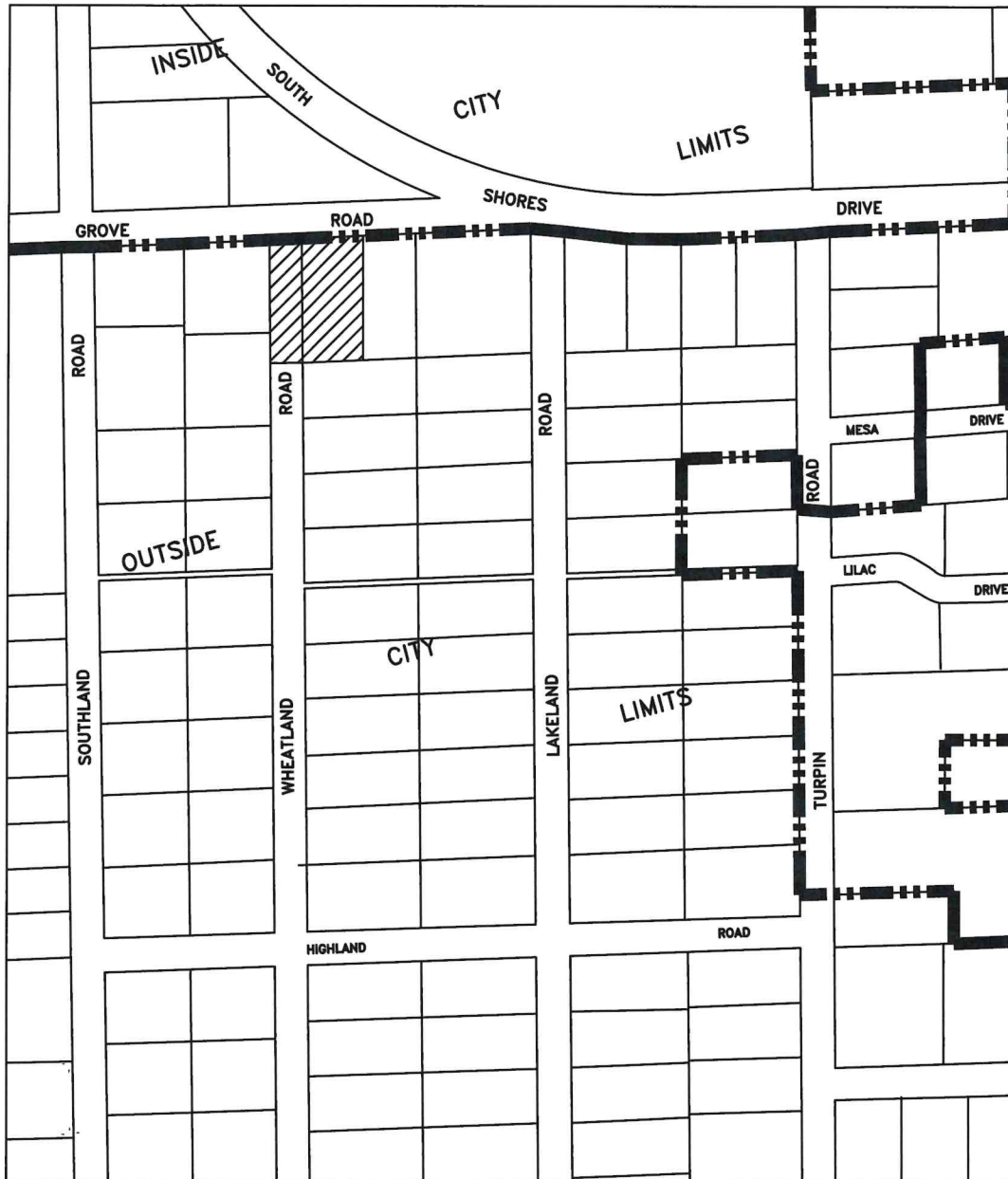
<u>Ryan L McClelland</u>	<u>Ryan L McClelland</u>	<u>2920 S Wheatland Rd.</u>
<u>Gregg L McClelland</u>	<u>Gregg L McClelland</u>	<u>Decatur, IL 62521</u>
<u>Theresa L McClelland</u>	<u>Theresa L McClelland</u>	<u>1666 Midland Rd</u>
		<u>Decatur, IL 62521</u>
		<u>1666 Midland Rd</u>
		<u>Decatur, IL 62521</u>

Signed and sworn to before me this 19th day of April, 2024

Felicia A. Evans
Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2920 WHEATLAND ROAD



indicates territory annexed



indicates existing corporate limits

0.71± acres

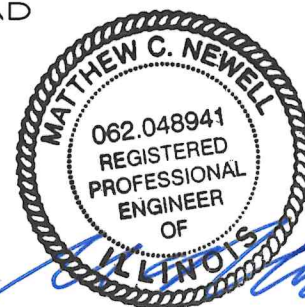
AREA 0.00110± sq. miles

280± 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 296 of 354

Public Works

DATE: 4/29/2024

MEMO: 2024-75

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory – Illinois Route 48 and I-72 Interchange

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing the Illinois Route 48 and I-72 interchange.

BACKGROUND:

The subject property is being annexed due to State right of way being contiguous to the City's corporate limits.

POTENTIAL OBJECTIONS: None expected

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 Illinois Route 48 and I-72 Interchange	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
USED FOR STREET OR HIGHWAY PURPOSES
ILLINOIS ROUTE 48 AND I-72 INTERCHANGE**

WHEREAS, 65 ILCS 5/7-1-10 allows municipalities to annex any territory contiguous to it even though the annexed territory is dedicated or used for street or highway purposes under the jurisdiction of the Department of Transportation of the State of Illinois, or a county or township highway department if no part of the annexed territory is within any other municipality.

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

Section 1. That territory provided on the plat attached hereto as Exhibit B, and made a part hereof, detailing parts of public highways adjacent to corporate limits and not heretofore annexed, be, and the same is hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

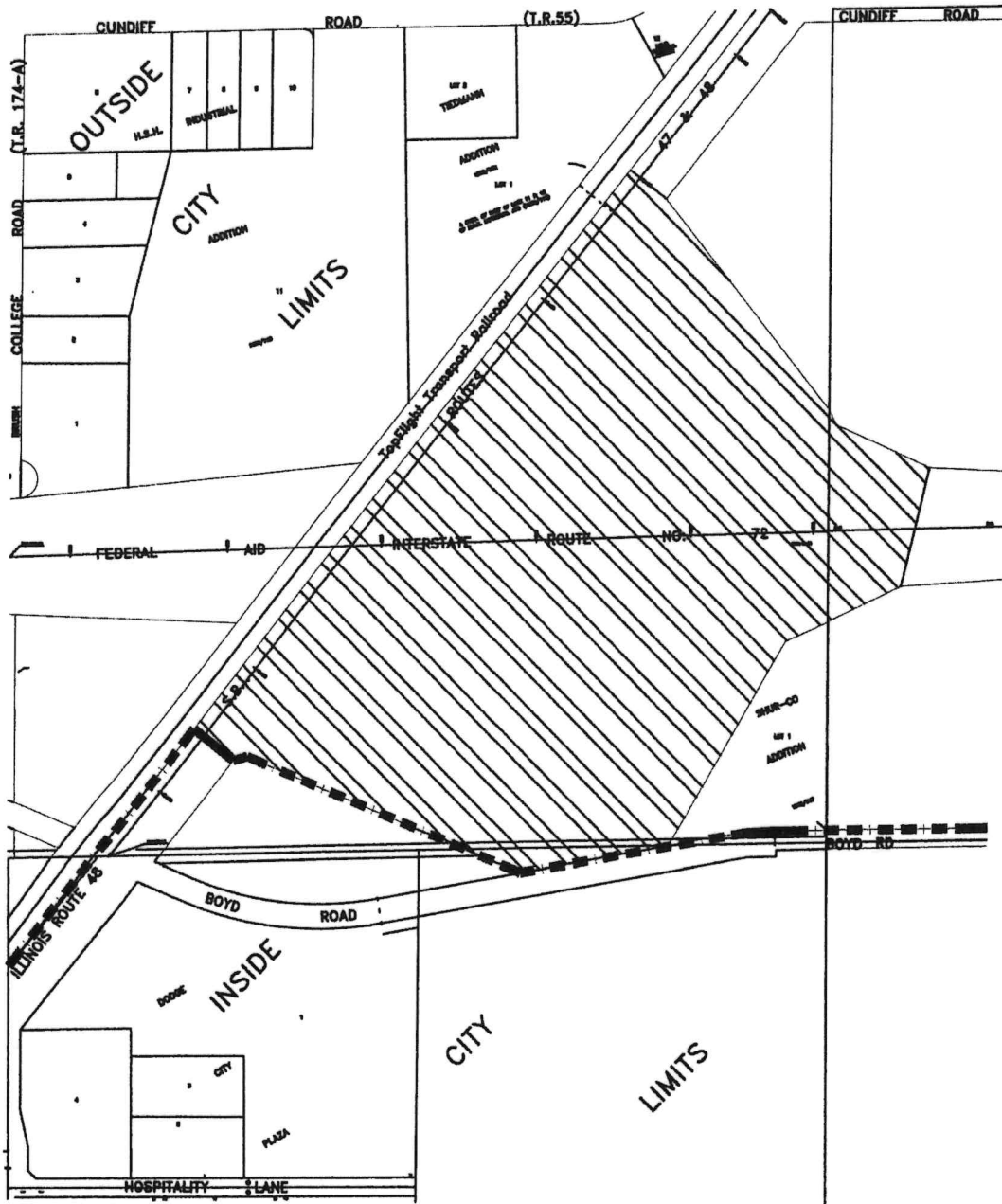
Section 2. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of May 2024.

JULIE MOORE WOLFE, MAYOR

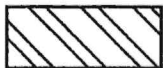
ATTEST:

KIM ALTHOFF, CITY CLERK



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

Illinois Department of Transportation RTE. 48 and 72 Right of Way



indicates territory annexed



indicates existing corporate limits

64.36± acres

AREA 4.037± sq. miles

0 lin. ft. of public road

I.D.O.T. R.O.W.



N.T.S.



4-29-24

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: _____

Page 299 of 354

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

Public Works

DATE: 4/29/2024

MEMO: 2024-76

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Authorizing the Installation of Stop Signs at the Intersection of North Cambridge Drive and Canterbury Drive Facing North Cambridge Drive

SUMMARY RECOMMENDATION: Staff recommends the approval of the attached Ordinance authorizing the installation of stop signs where Cambridge Drive and Canterbury Drive intersect. It is recommended the signs face Cambridge Drive.

BACKGROUND:

City Staff was contacted by two separate residents after a reported accident occurred. The intersection is currently uncontrolled with no yield or stop sign present. A review of accidents at this intersection did show one accident in the last three years and two accidents in the last four that may have been avoidable with stop signs. Combined with the low traffic volume of 562 vehicles per day driving through the intersection, the accident rate is high enough to warrant installing stop signs. City staff proposes installing stop signs facing Cambridge Drive since Canterbury Drive is the primary street with higher traffic volumes.

SCHEDULE: Stop signs are usually installed within 10 days of approval.

PRIOR COUNCIL ACTION: There have been no prior Council actions.

POTENTIAL OBJECTIONS: No objections anticipated.

INPUT FROM OTHER SOURCES: None.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Budgetary impacts are approximately \$200 for the installation of the requested

signs and pavement markings.

Staffing Impact: Approximately 4 hours of staff time to make and install the signs.

ATTACHMENTS:

Description	Type
Ordinance Authorizing the Installation of Stop Signs at the Intersection of North Cambridge Drive and Canterbury Drive Facing North Cambridge Drive	Ordinance
Canterbury & Cambridge Location Map & Report	Backup Material

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE
INTERSECTION OF NORTH CAMBRIDGE DRIVE AND CANTERBURY DRIVE
FACING NORTH CAMBRIDGE DRIVE**

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

Section 1. That when appropriate signs are erected giving notice thereof, the driver of a vehicle on North Cambridge Drive approaching Canterbury Drive from the north and south shall stop and yield the right-of-way to vehicles on Canterbury Drive which have entered the intersection of said street or which are approaching so closely thereto as to constitute an immediate hazard, but said driver having so stopped and yielded the right-of-way may proceed at such time as a safe interval occurs.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of May 2024.

JULIE MOORE WOLFE, MAYOR

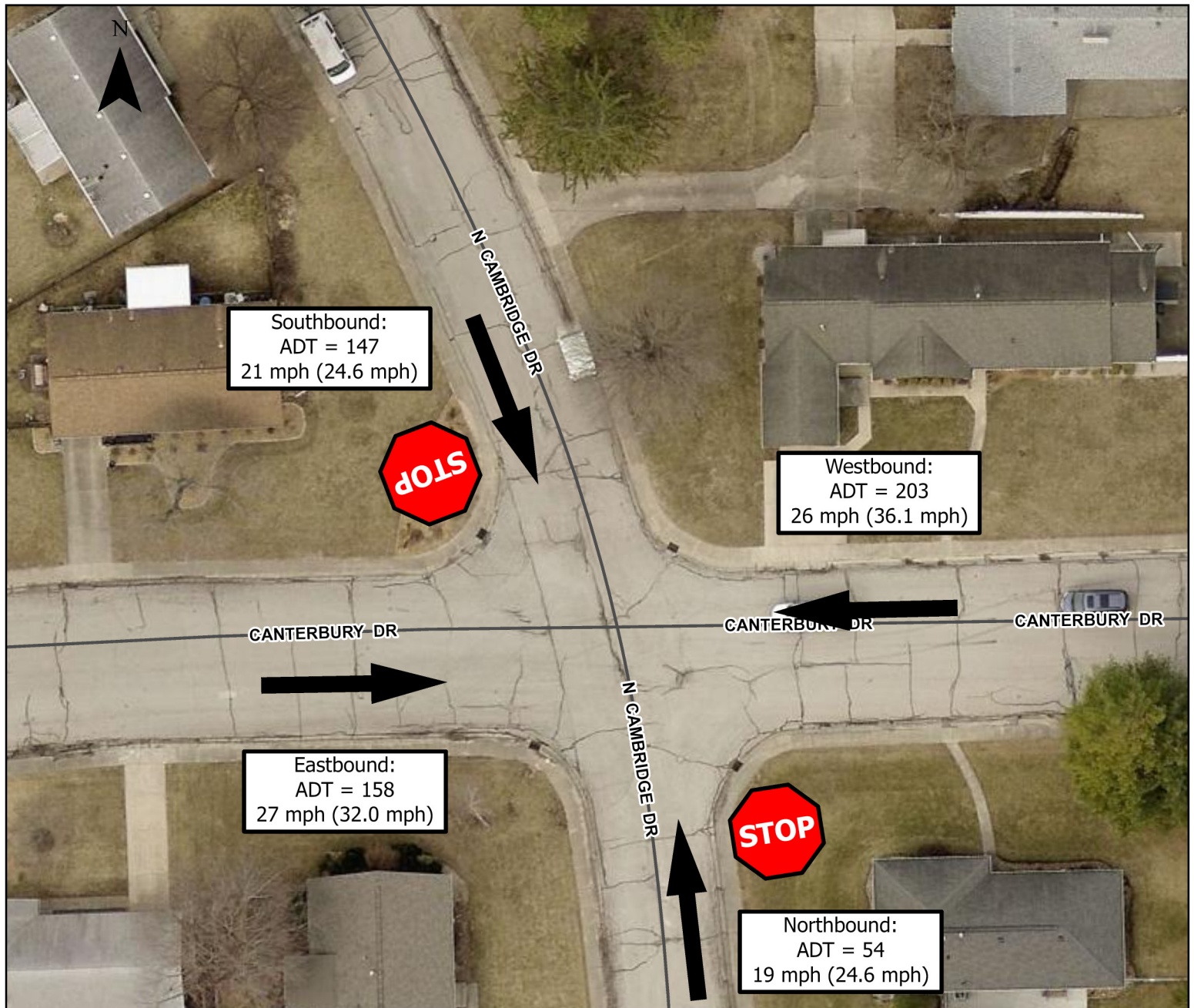
ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this _____ day of _____, 2024.

KIM ALTHOFF, CITY CLERK

REQUESTED STOP SIGNS NORTH CAMBRIDGE DRIVE AND CANTERBURY DRIVE



PROPOSED STOP SIGNS

ADT (vehicles) = Average Daily Traffic

SPEED DATA:

xx mph = Average Speed

(xx mph) = 85th Percentile Speed

Canterbury Dr and Cambridge Dr

	Date of Accident	Accident Type	Description	Notes
1	7/2/2014 3/10/2020 4/23/2023	ANGLE ANGLE ANGLE	SB veh and EB veh collided, front end EB veh struck SB veh on passenger side SB veh struck WB veh on passenger side	Both occupants injured

1 Correctable Accidents

* Not Correctable by Stop Signs

Three Year Correctable Accident Total = 1

2023 Count	EB	WB	NB	SB	Total	Total N-S	Total E-W
Right					UNK		
Thru	158	203	54	147	562		
Left					UNK		
Total					562	201	361
Ave Speed	21.0	27.0	19.0	21.0			
85th Speed	24.5	31.0	24.6	24.6			

3 Year Correctable Accident Total = 1
 Daily Vehicles Entering the Intersection = 562
 3 Year Accident Rate = 1.62 per million vehicles entering the intersection

Note: Try to keep rate below 1.5 accidents per million vehicles entering the intersection.

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
List of properties to be demolished	Exhibit

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 24-12

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: May 6, 2024

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

SUMMARY RECOMMENDATION: This is the second step, after the posting of a structure as unfit, which initiates the demolition process. City staff recommends approval.

BACKGROUND: This is the beginning of the process seeking court-ordered demolition of fifteen (15) unsafe and abandoned structures throughout the community.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Legal Department staff.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick, Director of Economic and community Development, at 217-424-2727, email cpatrick@decaturil.gov or Michael Snearly, Neighborhood Inspections Manager at 217-450-2347, email msnearly@decaturil.gov.

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

119 S. Calhoun	1185 N. College	1515 W. Cushing
1905 W. Cushing	969 W. Decatur	1375 N. Dennis
1045 E. Harrison	1568 N. Main	1572 N. Main
412 N. Megan	1402 N. Monroe	521 W. Packard
1225 E. Riverside	1058 N. Union	416 E. Waggoner

WHEREAS, the Council of the City of Decatur, Illinois, has found and does hereby find that certain structures within the City located on premises at the addresses set forth above, are dangerous and unsafe, or are uncompleted or abandoned; and

WHEREAS, it is in the best interest of the general public health, safety and welfare that said structures be repaired or demolished.

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

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such actions as may be provided by law, including application for order of court, to cause said structures to be put in safe condition or, if not so repaired to be demolished.

PRESENTED and ADOPTED this 6th day of May, 2024.

Julie Moore Wolfe, Mayor

ATTEST: _____
Kim Althoff, City Clerk

Council Memo May 6, 2024

Resolution Authorizing Actions Regarding Unsafe Structures

Calhoun, 119 S. This property was posted Unfit for Human Habitation in March 2024. House sits in a state of severe lack of maintenance. Posted as unfit due to lack of utilities. Roof has holes, broken windows, interior structures, full of trash and debris.

College, 1185 N. This property was posted as Unfit for Human Habitation in March 2024. Severe fire at property - large holes in roof and side of house. Property needs to either be demolished or rehabbed with a fire restoration permit pulled. Please contact me to advise on your plans.

Cushing, 1515 W. This property was posted as Unfit for Human Habitation in March 2024. House has several interior and exterior violations that need to be brought to minimum code.

Cushing, 1905 W. This property was posted as Unfit for Human Habitation in July 2022. House has several interior and exterior violations that need to be brought to minimum code.

Decatur, 969 W. This property was posted Unfit for Human Habitation in March 2024. Multiple violations at property including holes in roof and severe damage to rest of roof; damaged chimney and foundation walls; damaged siding; fence and shed in disrepair; broken window; damaged soffits and fascias; no utilities.

Dennis, 1375 N. This property was posted as Unfit for Human Habitation in January 2024. House has several interior and exterior violations that need to be brought to minimum code.

Harrison, 1045 E. This property was posted Unfit for Human Habitation in August 2022. House has several interior and exterior violations that need to be brought to minimum code.

Main, 1568 N. This property was posted as Unfit for Human Habitation in December 2022. House has several interior violations and exterior violations that need to be brought to minimum code.

Main, 1572 N. This property was posted as Unfit for Human Habitation in December 2022. House unfit for human habitation. house has several exterior and interior violations that need to be brought to minimum code. The front porch is in bad shape and is unsafe, missing soffits and fascia, peeling paint, no proper locking doors, no electrical service, house has rubbish throughout, holes in walls, and no proper water system.

Megan, 412 N. This property was posted as Unfit for Human Habitation in December 2023. Severe fire at property resulting in fire and smoke damage throughout interior or home. Multiple holes in roof, broken windows and doors, damaged rear porch, shed with broken door. Property Unfit for Habitation.

Monroe, 1402. This property was posted as Unfit for Human Habitation in January 2024. House has several interior violations and exterior violations that need to be brought to minimum code.

Packard, 251 W. This property was posted as Unfit for Human Habitation in November 2023. The entire exterior has been stripped of protective siding; roof damaged; doors and garage and windows broken; interior surfaces damaged and entire interior covered in garbage and rubbish.

Riverside, 1255 E. This property was posted as Unfit for Human Habitation in December 2023. House is suffering from extreme lack of maintenance. House has been posted unfit due to lack of utilities and

significant fire damage on the interior. violations include but are not limited to: Foundation, roof, exterior walls are missing bricks, floor joists have shifted, missing wiring throughout house, fire damage, structural damage.

Union. 1058 N. This property was posted as Unfit for Human Habitation in December 2023. House has several interior violations and exterior violations that need to be brought to minimum code.

Waggoner, 416 E. This property was posted as Unfit for Human Habitation in October 2023. House has several interior violations and exterior violations that need to be brought to minimum code.

SUBJECT: Resolution Authorizing the Execution of an Agreement with Parkland Environmental for the Demolition of 960 W. Decatur St

ATTACHMENTS:

Description

Type

Memo

Cover Memo

Resolution

Resolution Letter

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 24-11

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: May 6, 2024

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of vacant buildings with Parkland Environmental at 960 W. Decatur St., and 665 W. Prairie St.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The buildings at 960 W. Decatur St., and 665 W. Prairie St. were put out for demolition bid along with 29 other properties. The buildings at 960 W. Decatur St. and 665 W. Prairie St. crossed the threshold for council approval.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov .

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
PARKLAND ENVIRONMENTAL FOR THE DEMOLITION OF 960 W. DECATUR ST**

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 960 W. Decatur St., Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Parkland Environmental in the amount of \$28,500.00 for 960 W. Decatur St. be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Parkland Environmental for their total bid price of \$28,500.00.

PRESENTED and ADOPTED this 6th of May 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Properties- 960 W Decatur St 4/12/2024 Time: 9:00 a.m.		Parkland Environmental Springfield, IL	S.Shafer Excavating Pontoon Beach,IL	Steve's Trucking Decatur, IL	JRH Services Decatur, IL	Hutchins Excavating Decatur, IL
	Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
	Demolition	\$28,000.00	\$28,000.00	\$55,000.00	\$59,985.00	\$68,500.00
	Plumbing	\$500.00	\$2,900.00			
TOTAL		\$28,500.00	\$30,900.00	\$55,000.00	\$59,985.00	\$68,500.00

SUBJECT: Resolution Authorizing the Execution of an Agreement with Parkland Environmental for the Demolition of 665 W. Prairie St.

ATTACHMENTS:

Description

Type

Memo

Cover Memo

Resolution

Resolution Letter

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 24-11

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: May 6, 2024

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of vacant buildings with Parkland Environmental at 960 W. Decatur St., and 665 W. Prairie St.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The buildings at 960 W. Decatur St., and 665 W. Prairie St. were put out for demolition bid along with 29 other properties. The buildings at 960 W. Decatur St. and 665 W. Prairie St. crossed the threshold for council approval.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov .

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
PARKLAND ENVIRONMENTAL FOR THE DEMOLITION OF 665 W. PRAIRIE ST**

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 665 W. Prairie St., Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Parkland Environmental in the amount of \$21,500.00 for 665 W. Prairie St. be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Parkland Environmental for their total bid price of \$21,500.00.

PRESENTED and ADOPTED this 6th of May 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Properties- 665 W Prairie 4/12/2024 Time: 9:00 a.m.		Parkland Environmental Springfield, IL	Hutchins Excavating Decatur, IL	S.Shafer Excavating Ponton Beach, IL	JRH Services Decatur, IL	Steve's Trucking Decatur, IL
	Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
	Demolition	\$21,000.00	\$29,000.00	\$42,000.00	\$46,980.00	\$49,975.00
	Plumbing	\$500.00		\$2,900.00		
TOTAL		\$21,500.00	\$29,000.00	\$44,900.00	\$46,980.00	\$49,975.00

SUBJECT: Resolution Amending Intergovernmental Agreement Decatur Macon County Enterprise Zone

ATTACHMENTS:

Description	Type
Resolution Amending Intergovernmental Agreement Decatur Macon County Enterprise Zone - Janvrin	Resolution Letter

RESOLUTION NO. 2024- _____

**RESOLUTION AMENDING INTERGOVERNMENTAL AGREEMENT
-COUNTY OF MACON, THE VILLAGE OF MT. ZION, THE VILLAGE OF FORSYTH
AND THE VILLAGE OF LONG CREEK-
DECATUR MACON COUNTY ENTERPRISE ZONE**

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

Section 1: That Resolution 2014-139 and the Decatur Macon County Enterprise Zone Intergovernmental Agreement, passed on the 1st day of December, 2014 be, and the same is hereby amended to add properties for the Industrial Corridor at Exhibit A and Exhibit B attached hereto and marked Exhibit A and B by adding to the end of said Exhibit the following:

Amendment 7

Addendum A

09-13-26-305-015

Lots One (1) and Two (2) of Janvrin Properties Addition. Situated in Macon County, Illinois.

Connector Strip

A 3-FOOT-WIDE CONNECTOR STRIP FROM THE NORTHWEST CORNER OF THE PROPERTY IDENTIFIED BY PIN 09-13-26-305-015 ALONG THE SOUTHERN SIDE OF IL-RT 36 TO THE NORTHWEST CORNER OF THE PROPERTY IDENTIFIED BY PIN 09-13-27-177-003, THEN RUNNING DIRECTLY NORTH TO THE SOUTHEAST CORNER OF THE PROPERTY IDENTIFIED BY PIN: 09-13-27-176-004 WHICH IS CURRENTLY IN THE EXISTING ENTERPRISE ZONE

PRESENTED, PASSED, APPROVED AND RECORDED this 6th-day of May 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

ADDENDUM A

Janvrin Plumbing

09-13-26-305-015

Lots One (1) and Two (2) of Janvrin Properties Addition. Situated in Macon County, Illinois.

Connector Strip

A 3-FOOT-WIDE CONNECTOR STRIP FROM THE NORTHWEST CORNER OF THE PROPERTY IDENTIFIED BY PIN 09-13-26-305-015 ALONG THE SOUTHERN SIDE OF IL-RT 36 TO THE NORTHWEST CORNER OF THE PROPERTY IDENTIFIED BY PIN 09-13-27-177-003, THEN RUNNING DIRECTLY NORTH TO THE SOUTHEAST CORNER OF THE PROPERTY IDENTIFIED BY PIN: 09-13-27-176-004 WHICH IS CURRENTLY IN THE EXISTING ENTERPRISE ZONE

City Clerk

DATE: 5/6/2024

MEMO:

TO: Mayor Moore Wolfe
City Council Members

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing a Contract Change Order with E.L. Pruitt Company for Chiller Replacement at the Decatur Public Library

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Change Order Exhibit A	Exhibit

**City Council Memorandum
NO. 2024-03**

DATE: May 6, 2024

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolutions Related to Control System Work for the Decatur Library
(items T &U on the consent agenda)

SUMMARY RECOMMENDATION:

It is recommended that City Council approve the Change Order 1 to reduce the contract with E.L. Pruitt Co. in an amount of \$118,780, by removing the controls system portion of the HVAC replacement project at the Decatur Public Library and replace this portion of the work with a replacement proposal from Clow Controls & Service Inc. for a better control system.

PRIOR COUNCIL ACTION:

The City Council approved Resolution 2023-59, on April 3, 2023, approving an agreement with Architectural Expressions, LLP, for \$120,000 for the design and construction oversight for improvements to the Decatur Public Library. On February 4, 2024 the City awarded a contract for the Decatur Public Library Chiller Replacement Project to E. L. Pruitt Co., as the lowest responsible bidder in the amount of \$1,706,400.

The Decatur Public Library currently uses Johnson Controls “Metasys” system to control most of the HVAC in the library (except for the boiler controls). Johnson Controls sells their product lines through both branches and dealers/wholesalers. Johnson’s branches sell and service their control line to the end user under the “Metasys” brand. Johnson’s dealers/wholesalers sell their control line under the “Facility Explorer” brand. The Facility Explorer line is then resold and serviced through independent service contractors or can be purchased direct by the end user.

Unfortunately, since the software availability for our current Metasys brand is limited to only Johnson’s service department, this inherently causes the system to be more proprietary than the Facility Explorer brand. The sales process of the Metasys system, which limits it to Johnson service department, makes it impossible to get competitive pricing.

Through staff’s research, it determined that the communication software between the controllers is compatible between Metasys and Facility Explorer, allowing them to be used by either. This will allow us to switch to Facility Explorers without changing the existing field controllers, thereby eliminating the need to replace the entire control system.

The quote we received from Clow Controls, a local company, includes the most current version of Facility Explorer head end and software. The price also includes programming of all HVAC

in the library facility (including the boiler controls which are not currently being operated by the control system). The Facility Explorer product is very user friendly and is currently being used to control the HVAC at the Decatur Public Transit facilities and the Decatur Civic Center.

STAFF REFERENCE: Jon Kindseth, Deputy City Manager, will be in attendance at the City Council meeting to answer any questions of the Council on these items.

BUDGET/TIME IMPLICATIONS: This Change order and approval of a replacement proposal for control system work will reduce the net expense to the City by \$10,065.00, and provide a better solution. Which will reduce the City's ongoing maintenance costs of the mechanical equipment for the Decatur Library in the future.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A CONTRACT CHANGE ORDER WITH E.L.
PRUITT COMPANY FOR CHILLER REPLACEMENT AT THE DECATUR
PUBLIC LIBRARY**

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

Section 1. That the Contract between E.L. Pruitt Company and the City of Decatur for the Library Chiller Replacement project be, and the same is hereby, modified and amended to authorize Change Order No. 1, attached hereto as Exhibit A, in the amount of a \$118,780.00 reduction; and that the not-to-exceed project cost be reduced to \$1,463,177.00.

Section 2. That the City Manager, or their designee, be, and they are hereby, authorized and directed to execute said Change Order No. 1, on behalf of the City of Decatur.

Section 3. That the changes in the above-described contract are germane to said Contract, as signed.

Section 4. That the said Change Order is in the best interest of the City of Decatur and is authorized by law.

PRESENTED and ADOPTED this 6th day of May 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk



AIA®

Document G701® – 2017

Change Order

PROJECT: (Name and address)
Chiller Replacement
Decatur Public Library

CONTRACT INFORMATION:
Contract For: Mechanical
Date: 1/31/24

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: 4/25/24

OWNER: (Name and address)
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

ARCHITECT: (Name and address)
Architectural Expressions, LLP
113 Illini Drive
Forsyth, IL 62535

CONTRACTOR: (Name and address)
E. L. Pruitt Company
3090 Colt Road
Springfield, IL 62707

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Credit for removing the HVAC controls package from the project scope.

The original Contract Sum was	\$ 1,581,957.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,581,957.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 118,780.00
The new Contract Sum including this Change Order will be	\$ 1,463,177.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architectural Expressions, LLP

ARCHITECT (Firm name)

SIGNATURE

Lawrence R. Livergood, FAIA, Managing Partner

PRINTED NAME AND TITLE

4-30-24

DATE

E. L. Pruitt Company

CONTRACTOR (Firm name)

DocuSigned by:

SIGNATURE

427105473EA8409...

Courtney Cosby, COO

PRINTED NAME AND TITLE

4/30/2024

DATE

City of Decatur

OWNER (Firm name)

SIGNATURE

Scot Wrighton, City Manager

PRINTED NAME AND TITLE

DATE



City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

Change Order

Date: 04/25/2024 Project: Decatur Public Library Chiller Replacement
Request No. 01 ☐ Final Project Number: 2024 HVAC

Contractor: E. L. Pruitt Company
Address: 3090 Colt Road
Springfield, IL 62707

I recommend that an ☐ addition of \$118,780.00 be made to the above contract.
☒ deduction

I recommend that an extension of 0 days be made to the above contract completion date.
The revised completion date is now 01/31/2025

Amount of original contract	\$	<u>1,581,957.00</u>
Amount of previous change orders	\$	<u>0.00</u>
Amount of current change order	\$	<u>118,780.00</u>
Amount of adjusted/final contract	\$	<u>1,463,177.00</u>

☐ addition
Total net ☒ deduction to date \$ 118,780.00 which is 7.51 % of Contract Price

State fully the nature and reason for the change order The City desires to have a nonproprietary control system to be Utilized for this project that would also include connecting the boilers to the same system.

When the net increase or decrease in the cost of the contract is \$25,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

The undersigned determine that the change is germane to the original contract as signed, because:

☐	Provision for this work is included in the original contract.
☐	Work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract.
☐	The change represents an adjustment required by the contract, based on unpredictable developments in the work.
☐	The change in design is necessary to fulfill the original intent of the Contract.
☒	Other: (Explain) This change is necessary in order to have all of heating and cooling equipment on one open platform system, which can be serviced and maintained by more than one company.

Recommended	<u>City's Project Architect</u> <u>Larry Livergood</u>	<u>04/25/2024</u> Date
Accepted	<u>Contractor</u>	<u>Date</u>
Approved	<u>City Manager</u>	<u>Date</u>

City Clerk

DATE: 5/2/2024

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Accepting the Proposal and Authorizing the Control System Work with Clow Controls & Service Inc., for the Decatur Public Library

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Clow Recommendation	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE
CONTROL SYSTEM WORK WITH CLOW CONTROLS & SERVICE INC., FOR
THE DECATUR PUBLIC LIBRARY**

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

Section 1. The proposal for a new centralized control system for the Decatur Public Library from Clow Controls & Service Inc., presented to the Council herewith, attached hereto as Exhibit A, to be received and placed on file.

Section 2. That the proposal from Clow Controls & Service Inc., be accepted, and that said proposal between Clow Controls & Service Inc., and the City of Decatur for a total amount of \$108,715 which includes the base bid (\$92,921) and Alternate 1 for (\$15,794) be authorized accordingly.

Section 3. That the City Manager or their designee be, and is hereby, authorized and directed to execute any necessary paperwork between the City of Decatur, Illinois, and Clow Controls & Service Inc. to authorize this work in the amount not to exceed \$108,715.00.

PRESENTED and ADOPTED this 6th day of May, 2024

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

CLOW CONTROLS & SERVICE INC.

7381 WALKER RD. P.O. BOX 1637
DECATUR, ILLINOIS 62525
PHONE: 217/864-1256
FAX: 217/864-1257

Date: March 20, 2024

Attn: Mike Pritchett
Decatur Public Library
130 N Franklin St, Decatur
Decatur, IL 62523

RE: Proposal for Decatur Public Library Chiller Replacement

Mike:

Controls Scope/Proposal

Our Price for Base Bid Work \$ 92,921.00 (NO TAX INCLUDED)

- 1) **Controls Modifications for Library Existing BAS Systems:**
(Complete with The Following)
 - a. Furnish and install New Johnson Controls Inc. (JCI) FX90 JACE with UPS in place of the existing JCI Network Automation Engine (NAE) installed by Johnson Controls Incorporated (JCI) in the past.
 - b. The JACE will be installed and programed to communicate with all the existing HVAC controllers throughout the building and to communicate with the new Chiller controllers being installed in this project.
 - c. The new JACE will have the Following Functions:
 - i. Scheduling
 - ii. Alarming
 - iii. Trending
 - iv. Monitoring and Adjustments
 - v. Web Browser Internet Interface Access. (Remote Off-Site ISP Provided by Others)
- 2) **Chilled Water System Controls:** (AFC-1,2 &CH1 -CH6)
(Complete with The Following)
 - a. Furnish, install, and program (1) New JCI FX-BACnet Controller and Extension Modules with panel.
 - b. Furnish and install chiller and cooler enable relays.
 - c. Furnish and install start/stop, status relays for chilled water primary pumps.
 - d. Furnish insertion temperature sensors.
 - e. Furnish flow meters with display.
 - f. Furnish (1) cooler bypass control valve.

CLOW CONTROLS & SERVICE INC.

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- g. Provide BACnet integration of each of the chillers and coolers control panels.
 - h. Provide BACnet integration for each of the VFD's (VFD's provided by the EC)
 - i. Provide integration for the flow meter display.
 - j. Provide low voltage wiring for the following:
 - i. Chiller insertion temperature sensors.
 - ii. Refrigerant leak detection status. (Leak Detector supplied by others)
 - iii. Wiring for each of the flow meters.
 - iv. BACnet communication cabling.
- 3) **BAS System Training:** (Complete with The Following)
- a. Training will consist of 8 Hours of onsite Training.
- 4) **BAS System Warranty:** (Complete with The Following)
- a. Includes warranty for (1) Years on Parts and (1) Year on Labor from the Date of Owners Acceptance of Certificate of Substantial Completion.
- 5) **Items of Clarifications:** (Complete with The Following)
- a. System Architecture Consists of Supervisory Controllers, Field Controllers, and necessary Sensors and Transducers Etc.
 - b. JACE FX90 with graphics custom designed for this project.
 - c. Field controller's custom programmed for this project.
 - d. Includes the supply of (1) electronic control valve for cooler bypass.
 - e. Includes as built control drawings
 - f. Includes project management, engineering, and custom programming/commissioning.
 - g. Furnish Insertion Temperature Sensors Where Required (Wells Installed by Others)
 - h. System to be complete with all Sensors, Relays, and Control Wiring.
 - i. Includes Electric Control Valve.
 - j. Control of any Equipment not being Replaced in this Project are to Remain as is.
 - k. We have Included all Control Wiring, Panel Building, Programming, and Complete Functional Checkout.
 - l. Wiring to be in EMT Conduit for Interior Exposed Locations and in Plenum Rated Cable Where Applicable by Code.
 - m. Coordinate with City of Decatur I.T. Department for all the Networking needs. Customer will be Responsible for Making the Appropriate Ethernet and Firewall Connections to Allow the System to Communicate Onsite and Offsite of the Faculty.
 - n. Pricing based on the Normal Working Hours of (7am-3:30pm Monday-Friday)
 - o. Control Panels will be custom built and tested in or Decatur Office.
-

CLOW CONTROLS & SERVICE INC.

7381 WALKER RD. P.O. BOX 1637
DECATUR, ILLINOIS 62525
PHONE: 217/864-1256
FAX: 217/864-1257

This is a lump sum proposal and will be held good for thirty days. Costs of premium wages are not included in this proposal. Our standard working hours are 7:00AM- 3:30PM, Monday through Friday excluding holidays.

We hope this meets with your approval. If we can be of any further help, please feel free to call us.

Respectfully submitted,

Dan Clow
Vice President
Clow Controls & Service Inc.

I have the authority to order the above work and do so order as outlined above.

Authorized Name (Please Print) _____

Authorized Signature _____

Date: ____/____/____



113 ILLINI DRIVE
FORSYTH IL 62535
P 217.877.4620
F 217.877.4625

100 N CHESTNUT SUITE 300
CHAMPAIGN IL 61820
P 217.378.5300
F 217.378.8512

PRINCIPALS
LAWRENCE R LIVERGOOD, FAIA
JAMES W FOUSE, AIA
J. RYAN ANDERSON, AIA
BRIAN A KESLER, AIA
PATRICK M CORRIGAN, PE

April 11, 2024

Jon Kindseth; Deputy City Manager
City of Decatur, IL
1 Gary K. Anderson Plz.
Decatur, IL 62523-1196

**RE: HVAC CONTROLS
DECATUR PUBLIC LIBRARY
(AEX #6748)**

Dear Mr. Kindseth:

AEX has reviewed the proposal from Clow Controls & Services for Controls Scope the Chiller Replacement at the Decatur Public Library. The scope of work described in the proposal appears to include all required items that were outlined in Chiller Replacement bid documents and the proposed cost of \$92,921.00 is acceptable.

AEX also reviewed the Alternate additional scope of work to furnish new HVAC controls for the library's existing boiler system. The scope of work described in the proposal appears to include all required to upgrade the boiler system and the cost of \$15,794.00 is acceptable.

It is AEX's opinion that the controls scope/proposal provide by Clow Controls be accepted, and we believe the additional scope to upgrade the boiler system control will be advantageous to pursue in concurrence with chiller replacement project.

Sincerely,

ARCHITECTURAL EXPRESSIONS, LLP

PATRICK CORRIGAN, PE

Enclosure

SUBJECT: Resolution Authorizing Lease and Maintenance Agreement between The City of Decatur and Decatur Park District - Lake Decatur Marina

ATTACHMENTS:

Description	Type
Resolution Authorizing Lease and Maintenance Agreement between The City of Decatur and Decatur Park District - Lake Decatur Marina	Resolution Letter

RESOLUTION NO. 2024_____

**RESOLUTION AUTHORIZING LEASE AND MAINTENANCE AGREEMENT
BETWEEN THE CITY OF DECATUR, ILLINOIS AND DECATUR PARK DISTRICT
LAKE DECATUR MARINA**

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

Section 1. That the Lease and Maintenance Agreement presented herewith to the City Council between the City of Decatur, Illinois and Decatur Park District with the same or substantially same terms and the same is hereby, received, placed on file, approved and attached as Exhibit A.

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

PRESENTED AND ADOPTED this 6th day of May 2024.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

EXHIBIT A

LEASE AND MAINTENANCE AGREEMENT

THIS LEASE AND MAINTENANCE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2024, by and between the **Decatur Park District**, a unit of local government, (the "District"), and the **City of Decatur**, a municipal corporation (the "City"), who hereby agree as follows:

RECITALS AND REPRESENTATIONS

WHEREAS, the District and the City entered into that certain Agreement dated May 24, 1934 (the "Original Agreement" attached hereto and marked Exhibit A), for the lease and use of certain property located in Nelson Park adjacent to Lake Decatur, which property is owned by the District; and,

WHEREAS, the Original Agreement was revised and amended on May 12, 1938, October 19, 1964, and August 5, 1968 (such revisions and amendments, the "Amendments" attached hereto and marked Ex. B-D); and,

WHEREAS, the parties adopt, approve and incorporate the terms of Ex. A-D except as the terms of those agreements are superseded by the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

1. PREMISES. Subject to the covenants and conditions of this Agreement, the District leases to the City, and the City leases from the District:

a. A portion of the building with common address 1001 S. Lake Front Road, Decatur, IL 62521. Specifically, the District leases to the City the entirety of the building located at that address except the area identified as "Store 5" in **Exhibit E** which, solely for the avoidance of doubt, is highlighted in green on that exhibit (such area, excepting the area identified as "Store5", the "Premises"), together with the right of ingress and egress. Another tenant occupies the area identified as "Store 5" in **Exhibit E** pursuant to a separate lease agreement with the District.

b. The area described in Exhibit 1 and Exhibit 2 of Exhibit D to that certain agreement between the District and the City dated August 5, 1968 (the "Parking Area"). The City's access, use, and enjoyment of the Parking Area shall be non-exclusive, and except during periods when the City is performing its maintenance obligations under this Agreement, the City's use of the Parking Area shall not unreasonably interfere with its use by the District or members of the public.

Together, the Premises and the Parking Area shall be referred to herein as the "Leased Area."

EXHIBIT A

2. **USE OF PREMISES.** The City may use the Leased Area to fulfill its obligations under this Agreement, to operate its Lake Services Section in a manner consistent with its use as of this date (collectively, such uses, the "Permitted Uses"), and for no other purposes. The City, at the City's expense, shall perform all work required to prepare the Premises for the Permitted Uses. Thereafter, the City shall make no alterations to the Premises without the District's approval, which approval shall not be unreasonably withheld. The City's use of the Leased Area shall not unreasonably interfere with the operations of any other tenant located in the building of which the Premises is a part.

3. **TERMINATION.** The District agrees to give the City two (2) years written notice of termination of this Lease Agreement.

4. **UTILITIES AND TAXES.** The City will pay internet service, water, gas, electricity, and another utility expenses which are attributable to its operation on the Premises and shall pay any taxes which may be charged, imposed, assessed, or levied upon the leased Premises of the City or the City's operations therein.

5. **CONTINUING OBLIGATIONS.** The parties intend that the City's and the District's obligations under the Original Agreement and the Amendments shall continue under this Agreement except as altered by the terms of this Lease and Maintenance Agreement.

The City is authorized to enter the District's property as necessary to comply with its obligations under this Agreement. Prior to performing any maintenance under this section, the City shall coordinate with the District to ensure maintenance is performed on mutually-agreeable dates.

6. **LIENS.** The City shall not allow any mechanic's or other lien for any labor, material, or other cause to attach to or affect the Leased Area or the building of which the Premises is a part. If any such lien is filed against the Leased Area or the building of which the Premises is a part based upon any act of the City or of anyone claiming through the City then, upon notice by the District, the City shall immediately take such action as will remove said lien or other encumbrance. If the City has not removed the lien or encumbrance within 15 days after notice to the City by the district, the District may pay the amount of such lien or other encumbrance and that amount shall be owed by the City to the District and shall be paid by the City upon demand.

7. **ADVERTISEMENTS.** All of the city's advertisements and signage which may be placed on the exterior of the Premises or the Parking Area shall be subject to the approval of the District, which approval shall not be unreasonably withheld. For the avoidance of doubt, nothing in this Agreement shall be construed to grant the City the right to place advertisements or signage on the District's property other than the Leased Area without the District's written consent or as specified in this Agreement.

EXHIBIT A

8. **CONDITION; REPAIR.** The City shall maintain and make necessary repairs to the interior and exterior of the Premises and the building of which the Premises is a part, excepting only that the City is not required to maintain the exterior and interior, non-structural portions of the area identified as “Store 5” in **Exhibit E**, which shall be the obligation of the tenant thereof. The City shall maintain the Leased Area in accordance with good practices and consistent with the District’s standards for the maintenance of the District property. Upon termination of this Agreement, except for damage caused by fire or other perils, the City, at its expense, shall (a) surrender the Premises in the same or similar condition as existed at the time the Premises were accepted and possession taken by City, subject to reasonable wear resulting from uses permitted hereunder, and further subject to the City’s obligations; (b) have removed all of the City’s property from the Premises; (c) have repaired any damage to the Premises caused by the removal of the City’s property; and (d) leave the Premises free of trash and debris and in “broom clean” condition.

9. **DISTRICT’S RIGHT OF ENTRY.** The District or its employees or agents may enter the Premises at reasonable hours to inspect and do anything the District may be required to do hereunder or which the District may deem necessary for the good of the Leased Area or any portion of the building of which the Premises is a part.

10. **PERSONAL PROPERTY.** The District shall not be liable for any loss or damage to any merchandise, inventory, goods, fixtures, improvements, or personal property of the City in or about the Leased Area.

11. **ALTERATIONS.** Except as authorized by this Agreement, the City shall not make any material, structural, or other permanent alteration or addition in or to the Leased Area without the prior written consent of the District.

12. **LEGAL REQUIREMENTS.** The City shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Leased Area and the Permitted Uses, and the City shall indemnify, defend, and hold the District harmless from expense or damage resulting from the City’s failure to do so or to otherwise comply with any law, order, ordinance, or other public requirement.

13. **FIXTURES.** Except for the City’s personal property, all buildings, repairs, alterations, additions, improvements, installations, and other non-trade fixtures installed or erected on the Leased Area, whether by or at the expense of District or City, shall belong to the District and shall remain on and be surrendered with the Premises at the expiration or termination of this Agreement.

14. **COMMON AREA BATHROOMS.** The City shall be responsible for janitorial services for the bathrooms in the building of which the Premises is a part and shall keep the bathrooms in a clean and sanitary condition.

EXHIBIT A

15. **DESTRUCTION OF PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence or willful misconduct of City, the Agreement shall terminate from such time except for the purpose of enforcing rights that have then accrued hereunder.

16. **DEFAULT AND REMEDIES.** If (a) the City fails to comply with any term, provision, condition, or covenant of this Agreement; (b) the City deserts or vacates the Premises; or (c) any petition is filed by or against the City under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, then the City shall be in default under this Agreement. In the event of default by the City, the District may, upon ten days' prior written notice, in addition to and not in limitation of any other remedy permitted by law, enter upon the Leased Area either with or without process of law, and expel, remove, and put out the City or any other persons thereon, together with all personal property.

The District may at any time terminate this Agreement by reason of any default, and in addition to any other remedy it may have, it may recover from the City the amount of rent due or becoming due for the period remaining in the then-current term as well as any other sums due or becoming due from the City to the District under this Agreement.

Notwithstanding anything herein to the contrary, in the event that, in the Districts reasonable discretion, the City fails to maintain the Leased Area or to perform any of its other obligations under Section 6 of this Agreement, the District may, with or without terminating this Agreement, perform such obligations and charge the City with the reasonable costs and expenses of performing those obligations and with all other costs and expenses arising out of the same. Any such costs and expenses shall be presumptively reasonable, and the City shall pay those costs and expenses upon receipt of an invoice from District.

17. **ASSIGNMENT AND SUBLETTING.** The City shall not assign, transfer, or encumber this Agreement and shall not sublease the Leased Area or any part thereof or allow any other person to be in possession thereof without the prior written consent of District, in each and every instance.

18. **WAIVER.** The rights and remedies of the District under this Agreement, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by the District of any breach or default of the City shall not be deemed or construed to implied, for any subsequent breach or default. The acceptance by the District of any installment of rent subsequent to the date the same should have been paid shall not alter the covenant and obligation of the City to pay subsequent installments of rent promptly upon the due date. Receipt by the District of partial payment after the City's default shall not be construed to be or constitute a cure of any such default. No receipt of money by the District before or after the termination of this Agreement shall in any way reinstate, continue, or extend the term above demised, or constitute waiver of any default.

EXHIBIT A

19. NOTICES. Any notice hereunder shall be sufficient if sent by regular mail addressed to the City at the Premises, and to the District at 620 East Riverside Avenue, Decatur, IL 62521.

20. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties, and no modification of this Agreement shall be binding upon the parties unless evidenced by an agreement in writing signed by the District and the City after the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the final date written below.

DECATUR PARK DISTRICT

BY: _____

DATE

ATTEST: _____

CITY OF DECATUR

BY: _____

DATE

ATTEST: _____

City Clerk

This Agreement, made and entered into this _____ day of May, A.D. 1934, between the Decatur Park District, a corporation, and the City of Decatur, Illinois, WITNESSETH:

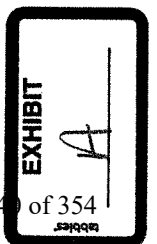
That the Decatur Park District hereby leases to the City of Decatur, for a period of one year beginning May 1, 1934, and ending April 30, 1935, the following described property:

The bath house and boat house, and such ground owned by the said Decatur Park District surrounding the same as is reasonably necessary for the operation of said boat house and bath house for public use in connection with boating and bathing on and in Lake Decatur, now owned by the said City, in Nelson Park and owned by said Decatur Park District.

Said Decatur Park District further leases to the said City such ground in Nelson Park as may be necessary for the erection and successful operation of a pleasure slide.

The said bath house, boat house and pleasure slide, and the ground surrounding same as is reasonably necessary for the use and operation of same, may be leased by the City of Decatur to others to be operated by such others upon such terms as said City may determine and elect within the period of the term of this lease but the right to operate refreshment concessions upon any of said ground hereby leased is reserved to the said Decatur Park District and no other concession shall be operated or leased by said City except for fishing equipment and supplies and accessories for patrons of the bath house and boat house.

Said City shall pay as rental for the term of this lease the sum of One Dollar (\$1.00) per year and shall also pay the premium on the insurance in the present amount now being carried by the Decatur Park District on such buildings



hereby leased and the said City of Decatur shall keep the buildings and appurtenances in a reasonably good state of repair.

And as a further part of said consideration, the City of Decatur hereby agrees to indemnify and save harmless the said Decatur Park District from any and all claims of damage to persons or property that may accrue or arise out of the operation of said bath house, boat house and pleasure slide, and shall defend any and all suits and claims that may arise on account thereof.

In Witness Whereof, the Decatur Park District has caused this instrument to be signed by its President and Secretary and its corporate seal to be hereunto affixed, and the City Council of the City of Decatur has caused this instrument to be signed by its Mayor and attested by its City Clerk and the corporate seal to be hereunto affixed, all of which acts have been duly authorized by the respective corporations.

DECATUR PARK DISTRICT,

By _____
Its President.
Party of the First Part.

Attest:

Secretary.

CITY OF DECATUR, ILLINOIS.

By *Abraham W. Smith*
Mayor.
Party of the Second Part.

Attest:

City Clerk.

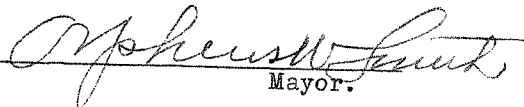
SECTION II. The said Mayor and City Clerk are hereby authorized upon the execution of said lease, to attach the corporate seal of said City of Decatur to said lease, for and on behalf of said City, and that a duplicate of said lease, so executed as aforesaid, shall be delivered to said Decatur Park District.

PRESENTED the 17th day of May, A.D. 1934.

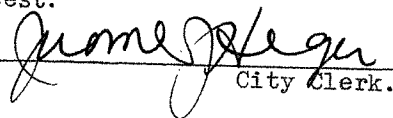
PASSED the 24th day of May, A.D. 1934.

APPROVED the 24th day of May, A.D. 1934.

RECORDED the 24th day of May, A.D. 1934.


Mayor.

Attest:


City Clerk.

AGREEMENT made and entered into this 12th day of May, 1938, by and Between DECATUR PARK DISTRICT, party of the first part, and CITY OF DECATUR, ILLINOIS, party of the second part, WITNESSETH:

That pursuant to the provisions of Ordinance No. 87 of the Ordinances of Decatur Park District entitled, "An Ordinance Granting to the City of Decatur the right to build and maintain Certain Structures in Nelson Park", and Ordinance No. 1387 of the Ordinances of the City of Decatur, Illinois, entitled,

"An Ordinance Authorizing the Execution of a Contract for Lease of Certain Real Estate between the City of Decatur, Illinois, and The Decatur Park District,"

Parties do contract and agree:

(1) Party of the first part does hereby grant to Party of the Second Part the right to construct, maintain and use a Boat House upon the following described parcel of land, in connection with lands owned by said City, the tract of Decatur Park District being described as follows:

Beginning at a point 796.1 feet South and 140.2 feet East of the Northwest corner of the Northeast Quarter of Section Twenty-four (24), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian, thence North 88°39' West for a distance of 305.2 feet, thence South 72°22' West for a distance of 340.1 feet, thence North for a distance of 101.4 feet to the point of beginning, situated in Macon County, Illinois;

the right herein granted is for the purposes hereinbefore stated and with the right to store for hire or otherwise, boats, surf-boards and other aquatic equipment and the right to rent the same and to sell from such Boat House any such equipment and supplies therefor, with the right to sub-let for said purposes, but for no other use or purpose, and this right shall terminate upon destruction or abandonment of the Boat House shortly to be constructed by said City upon or partly upon said tract under this grant.



(2) Party of the first part does hereby grant to party of the second part the right to construct, maintain and use a Bath House upon the following described parcel of land, in connection with the beach to be located upon lands owned by said City, the tract of Decatur Park District being described as follows:

Beginning at a point 708.2 feet East and 704.8 feet South of the Northwest corner of the Northeast Quarter of Section Twenty-four (24), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian, thence East along a line running North $88^{\circ}59'$ East for a distance of 301.6 feet, thence at an angle of $90^{\circ}20'$ to the right for a distance of 100.2 feet, thence at an angle of $90^{\circ}0'$ to the right for a distance of 301.4 feet, thence at an angle of 90° to the right for a distance of 100.3 feet to the point of beginning, situated in Macon County, Illinois;

the right herein granted is for the purpose of constructing, maintaining and operating a Bath House and the right to maintain and operate a concession therein for sale of refreshments, luncheons, bathing suits and other supplies, with the right to rent suits and to charge for admission to said Bath House and the use thereof, with the right to sublet for said purposes, but the use herein granted is limited to the foregoing purposes and this right shall terminate upon destruction or abandonment of the Bath House shortly to be constructed by said City upon said tract under this grant.

(3) Party of the first part does hereby grant to party of the second part the right to construct a twelve foot concrete sidewalk over and upon the lands of Decatur Park District, the same to be laid out and constructed along the shore line in Nelson Park and extending from the tract described in Section 2 of said Ordinance to the pavement at Cantrell Street, provided the City of Decatur agrees to maintain the same and assume full responsibility therefor.

(4) Party of the first part does hereby grant to party of the second part the right to remove the old Bath House, Boat House and refreshment stand now upon the Lake shore in Nelson Park, and party of the second part does agree to remove the same without cost, expense or liability to party of the first part.

(5) Party of the first part gives to party of the second part the right to use in connection with the proposed Bath House the present pump house and equipment in Nelson Park owned by party of the first part, with the right to transfer the equipment to the interior of the Bath House proposed to be built by City of Decatur on the tract described in Section 2 of said ordinance, but it is understood that party of the second part will, if it removes said equipment from the present pump house, remove the same without loss, cost or expense to party of the first part.

Party of the Second Part agrees:

(1) To assume full responsibility and expense in the construction and maintenance of said Boat House and Bath House and the beach to be operated in connection therewith, and also assumes full responsibility and expenses for policing and lighting the same, including the parking area to be maintained in connection therewith upon the lands of party of the first part, and said party of the second part further agrees upon abandonment of the Boat House and Bath House, or either of them, to remove the same at their own expense and restore the premises to the present condition as near as may be.

(2) That it will fully and faithfully carry out the terms and grants of the several rights and privileges hereinbefore set forth on its part agreed to be done and performed.

IN WITNESS WHEREOF, Party of the First Part has caused this instrument to be executed in duplicate by its President and Secretary and its corporate seal to be hereunto affixed, and Party of the Second Part has caused this instrument to be executed in duplicate by its Mayor, attested by its City Clerk, and its corporate seal to be hereunto affixed, all the day and year first above written.

DECATUR PARK DISTRICT

By James H. Gallaway
President.

Attest:

James H. Gallaway
Secretary.

Party of the First Part.

CITY OF DECATUR, ILLINOIS,

By Charles E. Lee
Mayor.

Attest:

James J. Baker

A G R E E M E N T

WHEREAS, on the 24th day of May, 1934, the CITY OF DECATUR entered into a Lease with the DECATUR PARK DISTRICT in reference to certain property located in Nelson Park and adjacent to Lake Decatur, owned by the Park District and in the vicinity of the presently located bath house and boat house of the City; and

WHEREAS, the area covered was such ground owned by the Decatur Park District surrounding the bath house and boat house as was reasonably necessary for the operation of the same; and

WHEREAS, the City of Decatur is desisting of the bath house to the Decatur Park District and the ground surrounding the bath house is no longer needed by the City for its operation of the same; and

WHEREAS, the City is retaining the boat house located on Lake Decatur and it is necessary that it lease so much of the property surrounding the boat house as is reasonably necessary for the operation of the same.

NOW THEREFORE, THIS AGREEMENT WAS AND BECAME WITNESSED THIS 19th DAY OF DECEMBER, 1964, W I T N E S S E T H:

That the said City does hereby lease from the Decatur Park District so much of the territory surrounding the boat house in Nelson Park on Lake Decatur as is reasonably necessary for its operation of the same.

It is agreed that said lease may continue for an indefinite period with the right of either party to terminate the same upon giving to the other a one (1) year's written notice of such termination.

The City shall pay as rental for such lease the sum of ONE DOLLAR (\$1.00) per year.

The City agrees that it will maintain the boat house on said leased premises in a reasonable state of repair and keep the grounds herein leased in a neat and sanitary condition.



As a further part of said consideration, the City of Decatur hereby agrees to indemnify and save harmless the said Decatur Park District from any and all claims of damage to persons or property that may accrue or arise out of the operation of said boat house, and shall defend any and all suits and claims that may arise on account thereof.

IN WITNESS WHEREOF, the same is hereby executed by the parties hereto on the day and date above written.

BOATMAN PARK DISTRICT

By _____
Its President

ATTEST:

Secretary

CITY OF DECATUR, ILLINOIS

By Ellis B. Arnold
Mayor

ATTEST:

David R. Cook
City Clerk

AGREEMENT FOR ESTABLISHING AND MAIN-
TAINING BOATING FACILITIES BY THE CITY
OF DECATUR ON REAL ESTATE OWNED BY THE
DECATUR PARK DISTRICT LOCATED IN
NELSON PARK

THIS AGREEMENT, made and entered into by and between the CITY OF DECATUR, a municipal corporation, hereinafter for convenience referred to as "CITY", and the DECATUR PARK DISTRICT, a municipal corporation, hereinafter for convenience referred to as "PARK DISTRICT", this 5th day of August, 1968,

W I T N E S S E T H:

1. The Park District does hereby lease and demise to the City a certain parcel of real estate as described and identified on Exhibits 1 and 2, which are attached hereto and by reference made a part hereof, upon the terms and conditions hereinafter set forth.

2. This agreement supersedes an agreement between the parties hereto dated May 24, 1934, by the terms of which the parties agreed to the usage of certain real estate and improvements on Lake Decatur frontage in Nelson Park, Decatur, Illinois, to the extent and only to the extent that the real estate described in this agreement is affected and in all other respects the afore-said agreement of May 24, 1934, remains in full force and effect.

3. The Park District does hereby lease and demise to the City for a term of ninety-nine (99) years for a rental of One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the right to use and occupy the premises herein described upon the terms and conditions hereinafter set forth.

4. The City will construct a motor vehicle parking lot with spaces for the parking of 150 automobiles on the tract hereby



leased, which construction will include the removal of the custodian's house on said premises, grading, excavating and paving. The excavated material will be placed in the area between the existing Sailfish Club and the scenic overlook which are south and west of the premises herein described.

5. The City will resurface with A-3 treatment the parking lot now used for Joyland Amusement Park, and thereafter the same will be maintained by the Park District.

6. The City will assume responsibility for the operation and maintenance of the sewage pumping station located at the beach house east of the premises hereby leased.

7. The City will build a roadway parallel to Lake Shore Drive connecting the land hereby leased with Chandler Park owned by the Park District and situated south and west of the leased premises, which roadway will be used only for access to the boating area and for emergency and maintenance vehicles and will not be used as a public all purpose thoroughfare and the City will erect and maintain appropriate signs and barricades to carry out the intent and purpose of this paragraph.

8. The City will resurface the entrance road from Cantrell Street to the premises leased hereby and will maintain the same for the duration of this lease.

9. The Park District hereby grants to the City the permission to enter upon Park District property as necessary to accomplish the improvements to be made by the City pursuant to this agreement.

10. All improvements to be made by the City pursuant to this agreement shall be performed in a good and workmanlike manner and

shall be accomplished by October 1, 1968.

11. In the event the premises hereby leased and demised by the Park District to the City ceases to be used as a parking space for motor vehicles and boat trailers and other purposes directly related to boating activities on Lake Decatur the premises hereby demised shall thereupon revert to the Park District, and this agreement shall be forthwith terminated and held for naught.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day hereinbefore written.

THE CITY OF DECATUR,
A Municipal Corporation,

By James H. Rupp
Its Mayor

ATTEST:

Phyllis E. Grogan
ITS CITY CLERK

DECATUR PARK DISTRICT,
A Municipal Corporation,

By Robert H. Hays
Its President

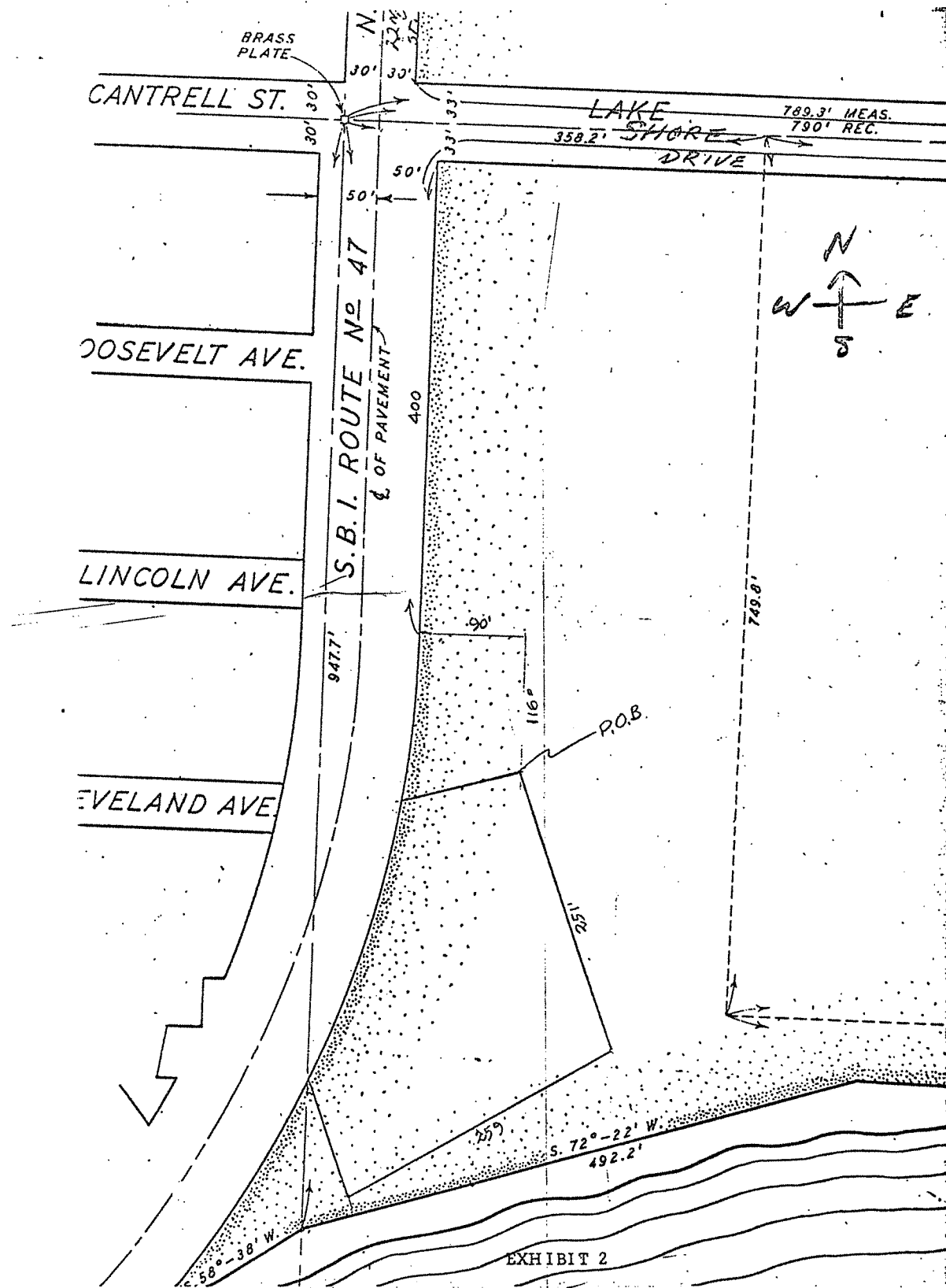
ATTEST:

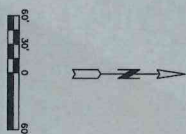
Harold Blankenship
ITS SECRETARY

BOUNDARY DESCRIPTION FOR
NELSON PARK BOAT HOUSE PARKING LOT
PART OF THE NE $\frac{1}{4}$ SEC. 24, T16N, R2E

Commencing at a point where the south right-of-way line for Lake Shore Drive and the East right-of-way line for North 22nd Street intersect; thence continuing south along the east right-of-way line for S.B.I. Route No. 47 (Lake Shore Drive) having a bearing of S 0°00' W. for a distance of 400.0 feet thence continuing along a line having a bearing of S. 90° E. for a distance of 90.0 feet; thence continuing S 0°00' W. for a distance of 116.0 feet to the point of beginning; thence continue along the east boundary of said parking lot having a bearing of S 19°00' E. for a distance of 251.0 feet; thence continue along the South boundary of said parking lot having a bearing of S 59°00' W. for a distance of 259.0 feet, thence continue along a line having a bearing of N 19°00' W. to a point on the Easterly right-of-way line of S.B.I. Route No. 47; thence continue Northeasterly along the easterly right-of-way line of S.B.I. route No. 47 for a distance of 251.0 feet; thence continue Easterly to the point of beginning.

EXHIBIT 1





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Page 354 of 354