



**Monday, May 2, 2016
5:30 PM**

Please take notice that the DCDF Members will convene at 5:15 p.m., on Monday, May 2, 2016, in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois for the purpose of the Annual Meeting of the DCDF Board.

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Anticipated Action Items

The list of items appearing under Anticipated Action Items are those scheduled as of this meeting for the next regularly scheduled Council meeting. While it is intended to be comprehensive, this is not required for valid and legal passage as there are occasions, instances, items and matters that may arise that prevent them from being previously identified.

1. 2015 Report on Minority Participation in Public Works Contracts
2. Resolution to Accept Bids and Award Contract for Micro Surfacing Project, City Project 2015-24
3. Resolution Appropriating Additional Motor Fuel Tax Funds to Improve the Mound Road Bridge Over Spring Creek East, Structure No. 058-3037, City Project 2013-25
4. Resolution Appropriating Additional Motor Fuel Tax Funds for Micro Surfacing Project, City Project 2015-24
5. Resolution to Accept Bids and Award a Contract for US Route 36 Bridge Lighting Replacement Project, City Project 2015-01
6. Resolution Appropriating Additional Motor Fuel Tax Funds for the US Route 36 Bridge Replacement Project, City Project 2015-01

7. Request for stop signs at the intersection of Illinois Street/Lincoln Avenue facing Lincoln Avenue
8. Request for stop signs at the intersection of Forest Avenue/Seigel Street facing Forest Avenue
9. Request for stop signs at the intersections of Illinois Street/Elmhurst Avenue, Illinois Street/Harrison Avenue, Illinois Street/Mueller Avenue, Illinois Street/Curtis Avenue with signs facing Elmhurst, Harrison, Mueller, and Curtis Avenues.
10. Request for stop signs at the intersection of Calhoun Street/North Street facing North Street
11. Request to remove "No Parking" signs from the 600 block of E. Center Street
12. Request for handicap parking space in front of 238 S. Crea Street

IV. Approval of Minutes

Minutes of April 18, 2016 City Council Meeting

V. Unfinished Business

VI. New Business

1. Proclamations and Recognitions
2. Decatur Area Convention & Visitors Bureau Presentation
3. Ordinance Rezoning Property B-1 Neighborhood Shopping District to R-3 Single Family Residence District 1310 North Summit Avenue
4. Ordinance Rezoning Property M-2 Heavy Industrial District to M-1 Intense Commercial/Light Industrial District 2882 North Dinneen Street
5. Resolution Authorizing Execution of Quitclaim Deed for Property Located At 1022 W. Macon St.
6. Consent Calendar: Items listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. If separate action is desired on any item, it will be removed from the Consent Calendar and considered separately.
 - A. Receiving and Filing of Minutes of Boards
 - B. Resolution Approving Appointments to DCDF Board
 - C. Ordinance Authorizing Consumption of Alcoholic Liquor 2100 Block East Cantrell Street Between 21st Street and 22nd Street Wild Dog Saloon - Bike Night

VII. Other Business

VIII. Recess to Study Session

1. City Employee Residency Requirement

IX. Recess to Closed Executive Session for the Purpose of a Discussion Regarding the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body

X. Adjournment

Council Information - Lake Decatur Watershed Protection Program – 1st Quarter
2016

CITY COUNCIL MINUTES

Monday, April 18, 2016

On Monday, April 18, 2016, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided; together with her being Councilmen Bill Faber, Lisa Gregory, Pat McDaniel, Dana Ray and Jerry Dawson. Six members present; one member absent. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

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

Councilman Chris Funk arrived at 5:32 p.m.

This being the time for Appearance of Citizens, the following citizens appeared:

Russell Shulke thanked all those who attended to his medical needs at the April 4, 2016, Council meeting. Mayor Julie Moore Wolfe thanked Dr. Dana Ray, Fire Chief Jeff Abbott and the Fire Department for stepping in and doing what they do so well.

Kathy Wade, Environmental Health Department Director, clarified that the Macon County Health Department has never submitted any food items to Key Laboratory as stated by Mr. Stout at the last Council meeting. Ms. Wade read a statement regarding concerns with promoting the sale of uninspected food items and possibly increasing the number of food borne illnesses. The Health Department wants to protect the health of the community.

Dianna Heyer, Administrator for the Macon County Health Department, read a statement regarding why the Macon County Health Department Board decided not to move forward with the Ordinance in January 2016. Ms. Heyer said if the City Ordinance was approved it would create an unacceptable risk to the health of the community as well as liability to the Health Department. There is already a process in place for the home bakers to bake safely by becoming licensed home bakers.

The minutes of April 4, 2016 City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilman Jerry Dawson, and on call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

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

Proclamations and Recognitions:

Interim Police Chief Jim Getz recognized Captain Mark Meurlot for 33 years of voluntary Police service on the Decatur Police Auxiliary Unit with a letter of appreciation and the Decatur Police Auxiliary Officer Performance Award.

Linda Hasenmyer with Decatur Sister Cities gave a report on Sister Cities accomplishment over the past few of months.

2016-19 Ordinance Adding City Code Chapter 50.2 – Home Kitchen Operations, was presented.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Pat McDaniel.

Councilwoman Dana Ray said two issues the Health Department had were the home bakers were not licensed and the home bakers had not gone through any sanitation process. Corporation Counsel Wendy Morthland explained State law exempted the small bakeries from those two items. Councilwoman Dana Ray asked if the City could have some type of registration process. Councilman Funk said from his prospective the revenue is so low each month that any baker that exceeds that will have to be licensed. Councilman Bill Faber proposed an amendment to add food safety handling certification as a requirement; seconded by Councilwoman Dana Ray.

Citizens:

Abby Bradford asked Council to pass the Ordinance so she could continue the tradition of baking for her family.

Rhonda Scammahorn said she keeps a very clean house and asked Council to pass the Ordinance.

Holly Mowry said home bakeries allow young mothers a way to make extra income.

Sue Clark asked Council to consider the consumers rights to choice and let the citizens better their lives.

Administrator Dianna Heyer said the Health Department's goal is to protect the health of the public. Ms. Heyer wondered if the City was ready to take the complaints. The way the law is written, it says the Health Department may respond to complaints, it does not say they shall respond. Ms. Heyer said the Health Department had investigated several food borne illnesses last year. Councilman Chris Funk asked if any of the food borne illnesses were traced to home baked goods. Ms. Heyer said many times the Health Department cannot find a source because people cannot remember what they ate.

Councilwoman Lisa Gregory asked how the amendment to the Ordinance would read. Corporation Counsel Wendy Morthland proposed if it is acceptable to Councilmen Bill Faber and Dana Ray, under Subsection 2. C., after the word kitchen, add, "by a

person who has a current food handler certificate or license.” Councilwoman Lisa Gregory asked how the Ordinance would be enforced. Corporation Counsel Wendy Morthland said if the City finds out the Ordinance is not being complied with the City would follow-up. The violation would be handled through Administrative Court.

Russel Shulke was concerned about how many home bakers would be put out of business.

Kathy Wade said every person is required to have a food handler certificate.

The current Amendment proposed by Councilman Bill Faber; seconded by Councilwoman Dana Ray would read as “2. C., A notice is provided to the purchaser that the product was produced in a home kitchen by a person who has a current food handler certificate.”

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion to amend carried.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the original motion carried.

2016-20 Ordinance Approving the Transfer of Volume Cap in Connection with Private Activity Bond Issues, and Related Matters, was presented.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Councilman Bill Faber asked why this money is available. Assistant City Manager Billy Tyus explained this is not actually money, it is bonding authority to be able to bond up to the level that is given to our municipality. Councilman Bill Faber asked why the bonding level had not been utilized in our community. Assistance City Manager Billy Tyus explained the community must have a project within the first four months of the year or it goes back to the State. The bonding authority has been used for various projects throughout the region.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-42 Resolution Authorizing Municipal Displays of Public Art, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-43 Resolution Accepting Bid of Municipal Emergency Services, Inc. for Personal Protective Equipment, Decatur Fire Department, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-44 Resolution Authorizing City Manager to Execute and Enter into Annual Support and License Agreement for Tyler Technologies, Inc. MUNIS Operating System Software, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Councilman Chris Funk asked if this item was the same software system that had been discussed before and, if so, is there a plan to look at new software. Finance Director Gregg Zientara explained it is the same system. The City is looking into purchasing a new software system, but it is expensive. Councilman Chris Funk asked if it would be possible to operate the current software system without paying the support agreement. Finance Director Gregg Zientara said the City could continue to operate but there would be no software support or upgrades. Councilman Chris Funk asked how often the City utilizes software support. MIS Manager Jim Edwards said the City staff uses the support daily. Councilman Chris Funk would like to see a comprehensive plan and proposal for a new system software.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-45 Resolution to Appropriate Motor Fuel Tax Fund for Restoration of Streets and Highways by Municipality under the Illinois Highway Code, City Project 2016-08, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-46 Resolution to Appropriate Motor Fuel Tax Fund for Concrete Street Improvements by Municipality under the Illinois Highway Code, City Project 2016-11, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Consent Calendar Items A through C and asked if any Council member wished to have an item removed from Consent Calendar.

The Clerk read Items A - C:

- A. 2016-21 Ordinance Authorizing Consumption of Alcoholic Liquor 100 Block South Oakland Avenue Between West Main Street and West Wood Street Lock Stock & Barrel / Oakwood Business Association.
- B. 2016-22 Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park Annual Summer Blues Concerts.
- C. 2016-23 Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block South Oakland Avenue Lock Stock & Barrel Bike Night.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

This being the time set aside for Other Business, and there being none, Mayor Julie Moore Wolfe called to Recess to a Study Session for the Treasurer's Financial Report and the Fire Facility Study.

Councilman Jerry Dawson moved to recess to Study Session; seconded by Councilman Pat McDaniel.

On call of the roll Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Finance Director Gregg Zientara presented the City's first fiscal quarter financial report.

Fire Chief Jeff Abbott gave a presentation on where the seven Fire Stations are located in the City, the age of the facilities, the ISO grade on home owners insurance and the issues with the facilities. Architect Jonathan Tallman with Dewberry & Associates gave Dewberry's report on the Fire Facilities Assessment Study. Mr. Tallman shared a repair and maintenance facilities prioritization list. The Study recommended spending approximately \$8.1 million.

Councilman Jerry Dawson moved to recess to Closed Executive Session for the Purpose of a Discussion Regarding the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body; seconded by Councilwoman Dana Ray, and on call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Council went into Closed Executive Session at 7:48 p.m.

There being no further business, Councilman Jerry Dawson moved the regular Council meeting be adjourned; seconded by Councilman Pat McDaniel, and on call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 8:25 p.m.

Approved _____
Debra G. Bright
City Clerk

Development Services

DATE: 4/27/2016

MEMO: No. 16-12

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Suzan Stickle, Senior Planner

SUBJECT:

Rezone 1310 North Summit Avenue from B-1 Neighborhood Shopping District to R-3 Single Family Residence District

SUMMARY RECOMMENDATION:

Staff recommends approval of the rezoning to R-3 Single Family Residence District. The City Plan Commission voted 9-0 to recommend approval of this petition at the April 25, 2016 meeting; the minutes of the meeting are attached.

BACKGROUND:

The subject site located at 1310 North Summit Avenue is currently zoned B-1 Neighborhood Shopping District and is approximately one half (1/2) of an acre in area.

The site has a small office structure and parking that serves the office structure.

The petitioner proposes to rezone from B-1 Neighborhood Shopping District to R-3 Single Family Residence District which would allow for all those uses permitted in the R-3 District.

Rezoning the site from B-1 Neighborhood Shopping District to R-3 Single Family Residence would decrease the intensity of the uses permitted on the site and not create any adverse effects on the adjacent properties or the City as a whole.

The adjacent zoning districts include B-1 Neighborhood Shopping District to the north, south and east and R-3 Single Family Residence District to the west. The adjacent land uses include single family residential to the east and west, multi-family residential to the north and a vacant commercial structure to the south. The character of the general area surrounding this site is residential in nature. Although, the Macon County and Decatur Comprehensive Plan shows this area as Retail, Staff is of the opinion that the land uses permitted in the R-3 District are compatible with the adjacent/surrounding land uses and zoning districts.

POTENTIAL OBJECTIONS: There were no known objectors at the Plan Commission Meeting.

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

STAFF REFERENCE: Any additional questions may be forwarded to Suzan Stickle at 424-2786 or at sstickle@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Cover Memo
Supporting Documentation	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Tyus, Billy	Approved	4/27/2016 - 5:00 PM
Legal Department	Morthland, Wendy	Approved	4/27/2016 - 8:12 PM
City Manager	Tyus, Billy	Approved	4/28/2016 - 8:57 AM
City Manager	Gleason, Tim	Approved	4/28/2016 - 3:10 PM

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY
B-1 NEIGHBORHOOD SHOPPING DISTRICT TO
R-3 SINGLE FAMILY RESIDENCE DISTRICT
- 1310 NORTH SUMMIT AVENUE -**

WHEREAS, on the 25th day of April, 2016, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of A Step Forward, Inc., to rezone premises legally described as:

Part of the Northwest $\frac{1}{4}$ of Section Nine, Township Sixteen North, Range Two East of the 3rd P.M., Macon County, Illinois, said tract being more particularly described as follows: Beginning at a point on the East right-of-way line of North Summit Avenue, 1178.91 feet East and 251.42 feet North of the Southwest corner of the Northwest $\frac{1}{4}$ of said Section Nine, running thence Easterly for 253.39 feet to a point located 23.00 feet West of and 221.04 feet North of the Southwest corner of Lot 18 of Block 8 of Oak Grove Addition of Outlots to the City of Decatur, Illinois, as per Plat recorded in Book 536, Page 40 of the Records in the Recorder's Office of Macon County, Illinois, thence Southwesterly for 94.48 feet; thence Westerly for 238.91 feet to a point on the East line of North Summit Avenue, 93.03 feet Southwesterly of the point of beginning, thence Northeasterly along the East line of said North Summit Avenue to the point of beginning. Situated in Macon County, Illinois,

from B-1 Neighborhood Shopping District to R-3 Single Family Residence District; and,

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

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

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

Section 2. That said described premises be, and they are hereby, rezoned from B-1 Neighborhood Shopping District to R-3 Single Family Residence District.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of May, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



City of Decatur, Illinois

PETITION FOR REZONING

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

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	A Step Forward, Inc.				
Address	5310 E. William St. Rd.				
City	Decatur	State	IL	Zip	62521
Telephone	217-422-6361	Fax		E-mail	jmaupin@jjmaupincomp
Property Owner	Michael Stokowski and Wendy Stokowski				
Address	307 N. Chaucer Blvd.				
City	Monticello	State	IL	Zip	61856
Telephone	217-369-5320	Fax		E-mail	stomi@sages.us
Representative	Bolen, Robinson & Ellis, LLP c/o Matthew C. Spain				
Address	202 South Franklin Street, 2nd Floor				
City	Decatur	State	IL	Zip	62523
Telephone	217-429-4296	Fax	217-329-0034	E-mail	mSpain@brelaw.com

SECTION TWO: SITE INFORMATION

Street Address	1310 North Summit Ave., Decatur, IL 62526					
Legal Description	Please see attached property description attached hereto as Exhibit A.					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO
	☒ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						Building SF
Size of Tract	2080	☒ SF	☐ AC			

SECTION THREE: REQUESTED ACTION

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

Section Three Continued

Purpose Please state the purpose of the proposed rezoning.

The subject property is to be used as a Community Integrated Living Arrangement facility (CILA). A CILA is a living arrangement where 8 or fewer unrelated adults with developmental disabilities live under the supervision of the community developmental services agency. This home is to house 4 full time residents with 24 hour supervision

SECTION FOUR: JUSTIFICATION

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

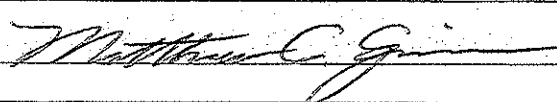
A Step Forward, Inc. and the owners, Michael and Wendy Stokowski, desire this zoning change to accomodate the living needs and requests of 4 developmentally disabled adults in need of 24 hour care and supervision that their current living conditions cannot provide. All 4 residents slated to live there are current Decatur residents. The facility will need to be fully licensed and accredited by the State Fire Marshall and the Illinois Department of Human Services. The facility will be supervised and staffed 24 hours a day. A Step Forward currently has two CILAs and one day training site in Decatur and one CILA site in Mt. Zion, IL.

Please also see Lease Agreement attached hereto as Exhibit B.

SECTION FIVE: CERTIFICATION

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

**Petitioner's
Signature**



Date

3/3/2016

NOTES:

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

OFFICE USE ONLY

Date Filed

By

EXHIBIT A

Book: 4476 Page: 683

PROPERTY DESCRIPTION

Part of the Northwest 1/4 of Section Nine, Township Sixteen North, Range Two East of the 3rd P.M., Macon County, Illinois, said tract being more particularly described as follows: Beginning at a point on the East right-of-way line of North Summit Avenue, 1178.91 feet East and 251.42 feet North of the Southwest corner of the Northwest 1/4 of said Section Nine, running thence Easterly for 253.39 feet to a point located 23.00 feet West of and 221.04 feet North of the Southwest corner of Lot 18 of Block 8 of Oak Grove Addition of Outlots to the City of Decatur, Illinois, as per Plat recorded in Book 536, Page 40 of the Records in the Recorder's Office of Macon County, Illinois, thence Southwesterly for 94.48 feet; thence Westerly for 238.91 feet to a point on the East line of North Summit Avenue, 93.03 feet Southwesterly of the point of beginning, thence Northeasterly along the East line of said North Summit Avenue to the point of beginning. Situated in Macon County, Illinois.

EXHIBIT

tabbles

A

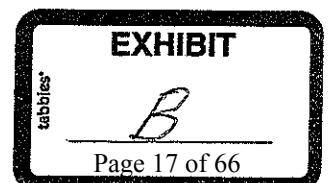
LEASE AGREEMENT

1310 North Summit Ave.

This Lease Agreement is made and entered into this December 29, 2015, by and between A Step Forward Inc., hereinafter referred to as "Lessee" and Michael Stokowski, Wendy Stokowski hereinafter referred to as "Lessor";

WITNESSETH:

1. This Lease Agreement shall become effective on the 29th day of December, 2015.
2. Lessor, for and in consideration of the rents herein reserved to be paid by Lessee, does hereby lease to Lessee those certain premises commonly known as 1310 North Summit Ave, Decatur, IL, and more specifically described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all easements, rights and appurtenances pertaining thereto and with the building and other improvements erected upon the demised premises and the person property located therein, which personal property is described on Exhibit "B" attached hereto.
3. The term of this lease shall be for a period of 60 months commencing on the Effective Date.
4. Rent shall be paid monthly in the sum of \$ \$ 600.00 above principal and interest, in advance without any prior demand therefor at Lessor's address in Monticello, Illinois commencing on the Effective Date, and thereafter on or before the 1st day of each and every month during the term of this Lease.
5. In addition to the payments reserved herein to Lessor as rent, Lessee shall pay the following:
 - a) all fees for occupational licenses and any other licenses or permits necessary in the operation of the business to be carried on in the demised premises;
 - b) all charges for utility services provided to the demised premise, including, but not limited to, water, gas, electric, sewer, trash hauling, maintenance or service fees and telephone charges, as they from time to time shall accrue and shall be due and payable; and
 - c) any ad valorem real estate taxes and general and special assessments against the demised premises incurred solely by reason of any further



improvements made on the demised premises by the Lessee. All ad valorem real estate taxes and general and special assessments assessed against the demised premises for its leased condition shall be paid by the Lessee during the term of this Lease.

6. The Lessee covenants and agrees with Lessor as follows;

a) Lessee will pay rent as herein reserved without notice or demand.

b) The Lessee will, at its sole cost and expense, care for, maintain and repair the pipes, heating systems, electrical systems and similar nonstructured items located upon the demised premises and keep the entire demised premises free from waste or nuisance of any kind. Lessee further agrees that it will, at its sole cost and expense, care for the grounds around the building, including the mowing of grass, care of shrubs and general landscaping.

c) The Lessee shall have the right, from time to time to make all such alterations and improvements to the decoration of the interior of the leased premises as shall be reasonably necessary or appropriate in the Lessee's judgment for the Lessee's conduct thereon of its business, provided that prior to the commencement of any such alterations or improvements the Lessee shall in each case, have forwarded to the Lessor notice in writing of the plans and specifications therefore. If, within 30 days after such plans and specifications are submitted by the Lessee to the Lessor for such approval and the Lessor shall not have given the Lessee notice of disapproval, such plans and specifications shall be considered approved by Lessor. At the expiration of the Lease term or upon sooner termination of this Lease, the Lessor shall have the right to require the Lessee to remove such fixtures at the Lessee's cost.

d) The Lessee will, during the term of this Lease, and at its own expense carry comprehensive general liability insurance at limits of at least \$1,000,000 for bodily injury per occurrence, and \$500,000.00 property damage. The policy shall cover accident or damage in or about the demised premises, the sidewalks, parking areas, entrance-ways and all other portions of the building thereon and shall name the Lessor as an additional insured thereunder. The policy shall further contain a provision that it may not be cancelled without giving ten days prior written consent of such cancellation to Lessor and shall be with an insurance

company approved by Lessor which approval shall not be unreasonably withheld. A copy of the policy or certificate of insurance shall be delivered to the Lessor promptly after the Effective Date hereof. In addition, Lessee will, at its own expense, carry such insurance as it may require for all improvements made to the demised premises by the Lessee and any personal property of the Lessee located on the demised premises.

e) The Lessee does hereby indemnify Lessor and agree to save it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damage to the property arising from or out of any occurrence in, upon or at the demised premises which are caused wholly or in part by any act or omission of the Lessee, its agents, guests, business invitees, contractors, employees, servants or sub lessees. In case Lessee shall, without fault on Lessor's part, be made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs and expenses and reasonable attorney fees incurred or paid by Lessor in connection with such litigation.

f) The Lessee shall, during the term of this Lease, and at its own expense, carry and maintain fire and windstorm extended coverage insurance governing the demised premises in an amount equal to the estimated replacement value of the demised premises. All policies of insurance shall name the Lessor as an additional insured as its interest may appear, and shall provide that the policy cannot be cancelled without 30 day prior notice to the Lessor and Lessee.

g) Lessee shall comply with all lawful requirements of all municipal, state and federal authorities and agencies having jurisdiction over the demised premise respecting the manner in which Lessee uses the demised premises and will at all times maintain licensure of the facility under the appropriate regulatory bodies as a licensed intermediate care facility for the developmentally disabled.

h) Lessee shall use the demised premises only as a licensed CILA.

7. Lessor hereby warrants, represents and covenants to the Lessee as follows:

a) Upon Lessee paying the rent and observing and performing all of the terms, covenants and conditions on Lessee's part to be observed and performed.

Lessee may peaceably and quietly have, hold, occupy and enjoy the demised premise and all of the appurtenances thereto and all of the personal property and equipment located therein as described on the Exhibits attached hereto, without hindrances; provided, however, that Lessor's agents may examine the demised premises at any reasonable time.

b) The Lessee shall, at its sole cost and expense, maintain the exterior and interior walls, roof and foundation of the building located on the demised premises and keep the same in good repair, structurally sound and waterproof during the term of this Lease; and will further, within a reasonable time from the date hereof, repair any cracks or broken windows of such building.

c) If the Lessor fails to make any payment on the demised premises which the Lessor is required to pay, Lessee may, but shall not be required to, make such payment or to do such acts or things as may be necessary to keep the demised premises from being in default and may deduct the expense and cost thereof from the next ensuing rentals due under this Lease.

8. If, at any time during the term of this Lease, the demised premises, or any part thereof, are damaged or destroyed by fire or other casualty, Lessee shall give Lessor prompt written notice thereof. If the demised premises are destroyed by such fire or other casualty (ie; the demised premises cannot, without reasonable diligence be restored to its condition immediately preceding such fire or other casualty within a period of 120 days) Lessor or Lessee may terminate this Lease. If the demised premise are damaged but not destroyed, Lessor shall, as soon as practicable, and in any event within 60 days after the date of such damage or destruction, commence to repair or restore the demised premises and shall proceed with reasonable diligence to restore the demised premises to substantially the same condition as existed immediately prior to such damage or destruction, except that Lessor shall not be required to restore or replace any part of Lessee's trade fixtures or other personal property located on the demised premises or removable by Lessee under the terms of the Lease. Lessee shall be entitled to a reasonable abatement of rent during the time and to the extent the demised premises are unfit for occupancy by developmentally disabled persons as required for licensure.

9. Lessee shall be entitled to install furniture, fixtures, and equipment in and upon the demised premises for Lessee's operations, all of which furniture, fixtures and equipment shall be

deemed Lessee's trade fixtures and shall not be deemed incorporated into or a part of the demised premises, no matter how affixed or installed. Upon the expiration of the lease term, Lessee may, if it is not in default hereunder at the time, remove from the demised premises all of such trade fixtures and other personal property belonging to Lessee. Lessee agrees to repair any damage to the interior or exterior of the demised premises caused by the removal of such trade fixtures. There shall not be kept on the demised premises any inflammable or explosive materials or liquids save such as may be necessary for use in the business of the Lessee, and in such case, such substances shall be delivered and stored in amounts and used in accordance with the applicable ordinances of the City or State now or hereafter in force.

10. The Lessee will not permit any judgment or lien to be placed upon the demised premises, or any building or improvement thereof during the term hereof, and in the case a lien or judgment is filed, the Lessee shall promptly pay the same. If default in payment thereof shall continue for 14 days after written notice thereof from the Lessor to the Lessee, the Lessor shall have the right and privilege, at Lessor's option, to pay the same or any portion thereof without inquiries as to the validity thereof, and any amount so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from the Lessee to the Lessor, and shall be paid to the Lessor immediately upon rendition of a bill therefore.

11. The Lessee may, without Lessor's prior approval, mortgage, pledge, or hypothecate Lessee's interest in this Lease Agreement to any financial institution subject to the performance of Lessee's covenants herein contained.

12. In the event it should become necessary for either party to enforce a provision of this Lease by legal action, or to employ an attorney for the collection of any money due hereunder, then the prevailing party shall be entitled to recover reasonable attorney fees, court costs and any other related costs.

13. Upon the expiration of the Lease, Lessee shall quit and surrender the demised premises to Lessor in a state of good repair and condition as herein required, ordinary wear and tear, depreciation and obsolescence excepted. If Lessee fails to surrender the demised premises as aforesaid, it shall be deemed a tenant-at-will of Lessor and shall be subject to a suit for forcible detainer or any other appropriate action for eviction available to Lessor under any statute or rule of law.

14. The following event shall be considered events of default by Lessee hereunder:

a) Lessee shall fail to pay any installment of rent when due or to comply with any term, provision or covenant of this Lease and shall not cure such failure within 30 days written notice thereof to Lessee; or

b) Lessee shall become insolvent or shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors or shall be adjudged a bankrupt or insolvent in proceedings filed against Lessee, or shall file a voluntary petition under any chapter of the federal bankruptcy law;

c) A receiver or trustee shall be appointed for all or substantially all of Lessee's assets; or

d) Lessee shall abandon or vacate the leased premises.

Upon the occurrence of any such event of default, Lessor shall have the option to pursue, after giving the required notice, any one or more of the following remedies:

a) Terminate this Lease, in which event Lessee shall immediately surrender the demised premises to Lessor; and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent or rent for the remainder of the lease term, enter upon and take possession of the demised premises and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore Lessee also agrees to pay Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the demised premises on satisfactory terms, or otherwise.

b) Enter upon and take possession of the demised premises without terminating this Lease and expel or remove Lessee and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore, and relet the demised premises and receive the rent therefore Lessee agrees to pay to Lessor on demand any deficiency that may arise by reason of such reletting.

c) Enter upon the demised premises by force if necessary without being liable for prosecution or any claim for damages therefore, and do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in thus effecting compliance with

Lessor's obligations under this Lease. Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action whether caused by negligence of Lessor or otherwise.

Acceptance of possession of the demised premises by Lessor from Lessee shall not constitute an acceptance of a surrender of the demised premises as such unless Lessor shall specifically acknowledge the same in writing. Except as otherwise provided by statute or rule of law, pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided for herein or any other remedies provided by law, all of which may be enforced cumulatively, nor shall pursuit of any remedy provided for herein constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained. Failure by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default, or of any other violations or breach of any of the terms, provisions and covenants herein contained.

15. Lessee hereby agrees to purchase the leased premises from the Lessor for the sum of \$75,000. The closing of the purchase shall be held within 30 days after the end of the lease term, and the closing costs and pro rationing of related expenses on the property shall be made according to the usual and customary practice in Macon County, Illinois. Lessee waives the right to house those individuals who are residing in the facility at the end of the lease, if lessee defaults on purchasing the facility. Lessee hereby acknowledges that the individuals residing in the facility stay with the building, as it is their "home". Lessee agrees not to solicit any of the then-current residents of the leased premises if Lessee fails to purchase the premises as required herein.

16. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof shall be in writing and shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid, or telegram, charges prepaid, addressed to the parties herein at the addresses shown on the first page thereof.

17. All of the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as in each successor and assign were in each case named as a party to this Lease.

This Lease may not be changed, modified or discharged, except by a writing signed by both Lessor and Lessee.

18. Each and every covenant and agreement contained in this Lease shall for all purposes be construed to be a separate and independent covenant and agreement. The breach of any covenant or agreement contained herein by either party shall in no manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein.

19. It is the express intention of the parties that this Agreement shall not be construed as creating any relationship hereunder other than that of Lessee/Lessor, and no other relationships such as one of partnership, joint venture, or otherwise shall arise by reason hereof.

20. Time is of the essence in performance of this Agreement.

21. If any covenant, term or condition of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

22. Whenever a period of time is herein prescribed for action to be taken by Lessor or Lessee, such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays, caused by strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other similar causes which are beyond control of such party.

23. Lessor hereby expressly warrants that no notice from any city, village or other governmental authority of a dwelling code violation which exists in any dwelling structure on the subject real estate before the date hereof has been issued and received by the Lessor or his agents with ten (10) years from the date of the execution of this Agreement.

24. Words used in this Agreement in the masculine gender shall be considered to include the feminine and neuter, and words used in the singular number shall be considered to include the plural.

This agreement was executed on the day and year first above written.

Michael S. Stokan
Michael S. Stokan, Lessor

12-29-15

Jerry Mann, President, ASF, Lessee

By Jerry Mann, President, ASF

GUARANTY

In consideration of the sum of One Dollar (\$1.00) in hand paid, receipt whereof is hereby acknowledged and in consideration of the Lessor's making of the foregoing lease, the undersigned hereby guarantee the payment by the Lessee of the rent fixed in the foregoing lease at the times therein specified and the performance by the Lessee of all the terms and conditions of the said lease. The undersigned expressly waive notice of all defaults by the Lessee.

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: 1310 North Summit Avenue

GENERAL INFORMATION

Hearing Date April 25, 2016
Calendar No. 16-06
Property Location 1310 North Summit Avenue
Requested Action Rezone from B-1 Neighborhood Shopping District to R-3 Single Family Residence District
Petitioner A Step Forward, Inc.

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Office	B-1	Retail
North	Multi-Family Residential	B-1	Retail
South	Vacant	B-1	Retail
East	Single Family Residential	B-1	Retail
West	Single Family Residential	R-3	Residential-Low Density

BACKGROUND

1. The subject site located at 1310 North Summit Avenue is currently zoned B-1 Neighborhood Shopping District and consists of approximately one half (1/2) of an acre.
2. The site has a small office structure and parking that serves the office structure.

PROJECT DESCRIPTION

1. The petitioner proposes to rezone from B-1 Neighborhood Shopping District to R-3 Single Family Residence District to allow for all those uses permitted in the R-3 District.

STAFF ANALYSIS

1. Rezoning the site from B-1 Neighborhood Shopping District to R-3 Single Family Residence would decrease the intensity of the uses permitted on the site and not create any adverse effects on the adjacent properties or the City as a whole.
2. The surrounding zoning includes B-1 Neighborhood Shopping District to the north, south and east and R-3 Single Family Residence District to the west. The surrounding land uses include single family residential to the east and west, multi-family residential to the north and a vacant commercial structure to the south. Although, the Macon County and Decatur Comprehensive Plan shows this area as Retail, Staff is of the opinion that the uses permitted in the R-3 District are compatible with the surrounding uses and zoning districts.

STAFF RECOMMENDATION

1. Staff recommends approval of the rezoning.

PLAN COMMISSION ACTION

1. Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-06 to the City Council with a recommendation for approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Department of Planning and Building Services, City of Decatur.

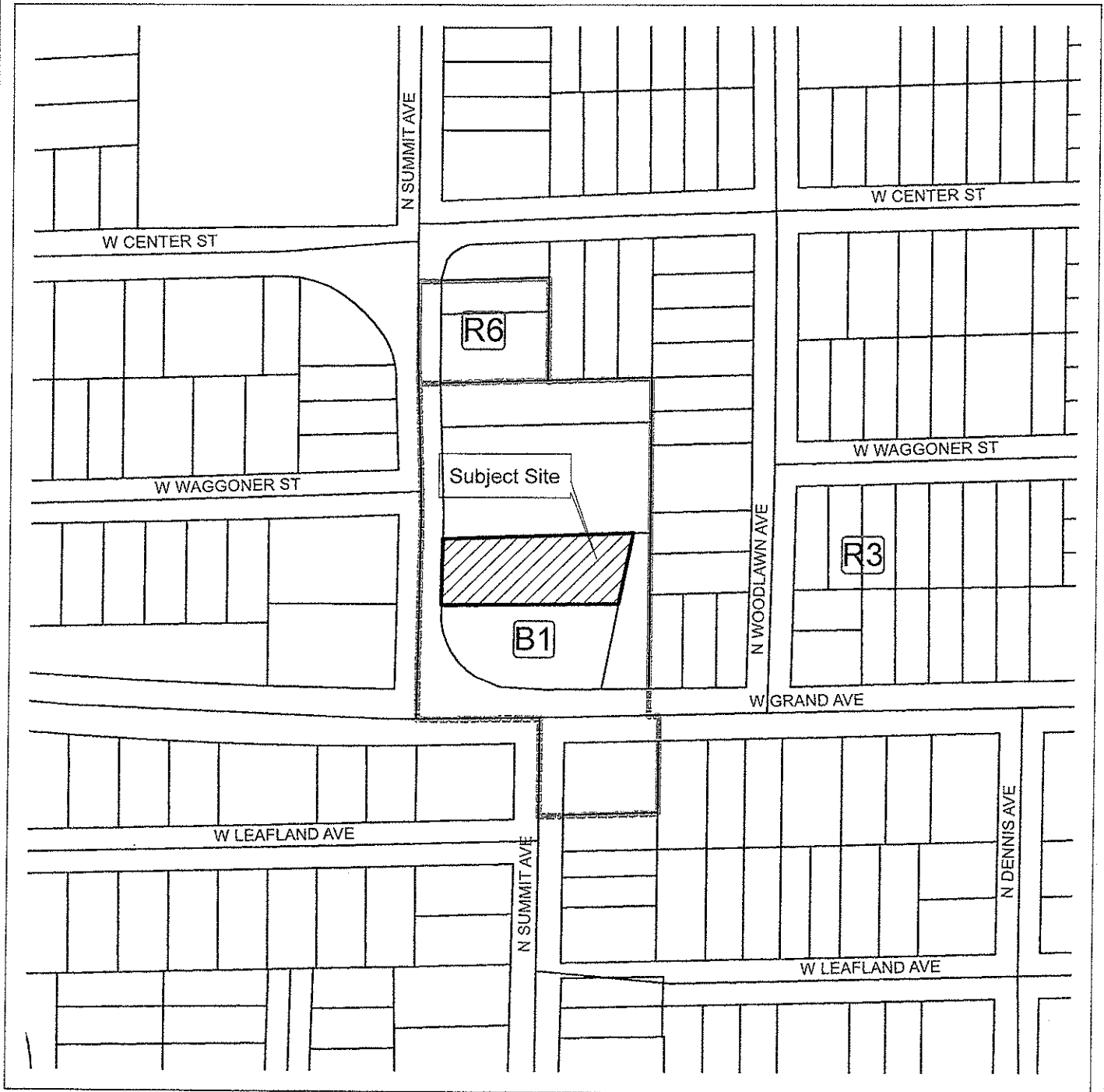
Suzan Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Location Map

Decatur City Plan Commission

1310 North Summit Avenue



Cal. No.: 16-06
Date: April 25, 2016
Petition of: A Step Forward, Inc.
Requested Action: Rezone to R-3 Single Family
Residence District

0 250 500 Feet



Legend

- Decatur Roads
- subject site
- Decatur Parcel data
- Decatur Zoning

Excerpts from Plan Commission Meeting of April 25, 2016:

Cal. No. 16-06 Petition of A STEP FORWARD, INC, to rezone
property located at 1310 NORTH SUMMIT
AVENUE from B-1 Neighborhood Shopping
District to R-3 Single Family Residence District.

Ms. Stickle presented the recommendation of staff:

The subject site located at 1310 North Summit Avenue is currently zoned B-1 Neighborhood Shopping District and is approximately one half (1/2) of an acre in area.

The site has a small office structure and parking that serves the office structure.

The petitioner proposes to rezone from B-1 Neighborhood Shopping District to R-3 Single Family Residence District which would allow for all those uses permitted in the R-3 District.

Rezoning the site from B-1 Neighborhood Shopping District to R-3 Single Family Residence would decrease the intensity of the uses permitted on the site and not create any adverse effects on the adjacent properties or the City as a whole.

The surrounding zoning includes B-1 Neighborhood Shopping District to the north, south and east and R-3 Single Family Residence District to the west. The surrounding land uses include single family residential to the east and west, multi-family residential to the north and a vacant commercial structure to the south. Although, the Macon County and Decatur Comprehensive Plan shows this area as Retail, Staff is of the opinion that the uses permitted in the R-3 District are compatible with the surrounding uses and zoning districts.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-06 to the City Council with a recommendation for approval is suggested.

Mr. Jeremy Maupin, petitioner, was sworn in by Mrs. Poland.

Mr. Maupin stated there are currently three (3) CILA homes in the Decatur area. This is an ideal location to place the individuals into a more residential setting and help them become as independent as possible.

There were no questions and no objectors present.

It was moved and seconded (Harris/Frantz) to forward Calendar No. 16-06 to the City Council with a recommendation for approval. Motion carried unanimously.

Development Services

DATE: 4/27/2016

MEMO: No. 16-11

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Suzan Stickle, Senior Planner

SUBJECT:
Rezone 2882 North Dinneen Street from M-2 Heavy Industrial District to M-1 Intense Commercial/Light Industrial District

SUMMARY RECOMMENDATION:

Staff recommends approval of the rezoning to M-1 Intense Commercial/Light Industrial District. The City Plan Commission voted 9-0 to recommend approval of this petition at the April 25, 2016 meeting; the minutes of the meeting are attached.

BACKGROUND:

The subject site located at 2882 North Dinneen Street is currently zoned M-2 Heavy Industrial District and consists of approximately 8.2 acres.

The site has a large commercial structure as well as accessory structures and parking that serves the commercial structure. The subject site was the former location of the AIW Hall.

The petitioner proposes to rezone from M-2 Heavy Industrial District to M-1 Intense Commercial/Light Industrial District which would allow for all those uses permitted in the M-1 District.

Rezoning the site from M-2 Heavy Industrial District to M-1 Intense Commercial/Light Industrial District would decrease the intensity of the uses permitted on the site and not create any adverse effects on the adjacent properties or the City as a whole.

The surrounding zoning includes M-2 Heavy Industrial District in all directions, however, there is considerable M-1 zoning along Pershing Road just north of the site. The existing use of the property is a permitted use in the M-1 Intense Commercial/Light Industrial District.

The existing use is compatible with adjacent uses to the north.

POTENTIAL OBJECTIONS: There were no known objectors at the Plan Commission Meeting.

INPUT FROM OTHER SOURCES:

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

STAFF REFERENCE: Any additional questions may be forwarded to Suzan Stickle at 424-2786 or at [sstickle@decaturil.gov](mailto:ssstickle@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Cover Memo
Supporting Documentation	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Development Services	Tyus, Billy	Approved	4/27/2016 - 5:00 PM
Legal Department	Morthland, Wendy	Approved	4/27/2016 - 8:15 PM
City Manager	Tyus, Billy	Approved	4/28/2016 - 8:57 AM
City Manager	Gleason, Tim	Approved	4/28/2016 - 3:11 PM

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY
M-2 HEAVY INDUSTRIAL DISTRICT TO
M-1 INTENSE COMMERCIAL/LIGHT INDUSTRIAL DISTRICT
- 2882 NORTH DINNEEN STREET -**

WHEREAS, on the 25th day of April, 2016, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of David Binder, to rezone premises legally described as:

Beginning at a point 30.00 feet East of and 579.92 feet South of the Northwest corner of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section One (1), Township Sixteen (16) North, Range Two (2) East of the 3rd Principal Meridian in the City of Decatur, County of Macon and State of Illinois; thence Easterly 744.81 feet along a line 500 feet South of and parallel with the South right-of-way line of S.B.I. Routes 48 & 121 (East Pershing Road), to a point of intersection with the Northwestern right-of-way line of the Illinois Central Gulf Railroad; thence Southwesterly 1204.59 feet along said Northwestern right-of-way line Illinois Central Gulf Railroad to a point 30.00 feet East of and measured at Right angles to the West line of the E $\frac{1}{2}$, Northwest $\frac{1}{4}$, said Section 1; thence Northerly 930.23 feet along a line 30.00 feet East of and parallel with said West line of the East $\frac{1}{2}$, Northwest $\frac{1}{4}$, Section 1 to the place of beginning. Situated in Macon County, Illinois.

EXCEPT

A tract of land in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 1-16-2 of the 3rd P.M., 70 feet in width lying Northwest of and parallel to the Northwest right of way line of the Illinois Central Railroad, South of a line 500 feet South of the South right of way line of S.B.I. Routes 48 & 121, and also the South 45 Feet of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 1-16-2 of the 3rd P.M., lying West

of the West right of way line of the Illinois Central Railroad and except the West 30 feet thereof;

And also, all of the Southeast ¼ of the Northwest ¼ of Section 1-16-2 of the 3rd P.M. lying North and West of the Illinois Central Railroad, except the West 30 feet thereof. Situated in the County of Macon, in the State of Illinois,

from M-2 Heavy Industrial District to M-1 Intense Commercial/Light Industrial District; and,

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of May, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



City of Decatur, Illinois

PETITION FOR REZONING

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

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	David Binder				
Address	2110 W. Pershing Rd				
City	Decatur	State	Illinois	Zip	62526
Telephone	217-875-1504	Fax	217-428-0239	E-mail	ddbinder@aol.com
Property Owner	Binder Property Management				
Address	2110 W. Pershing Rd				
City	Decatur	State	Illinois	Zip	62526
Telephone	217-875-1504	Fax	217-428-0239	E-mail	ddbinder@aol.com
Representative	Same				
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION

Street Address	2882 N. Dinneen					
Legal Description	Parcel # 04-12-01-126-010 "See Attached"					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☒ M-2	☐ M-3	☐ PMR-1		☐ NO
Please list all improvements on the site:						
Size of Tract	8.190	☐ SF	☒ AC			

SECTION THREE: REQUESTED ACTION

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

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
To Allow for M1 businesses	

SECTION FOUR: JUSTIFICATION
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):
The Area is currently M2. We would like to change zoning to M1 to allow for a banquet facility and cocktail lounge

SECTION FIVE: CERTIFICATION	
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.
Petitioner's Signature	
Date	2/08/2016

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

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

EXHIBIT A

Legal Description

2882 North Dinneen Street

Beginning at a point 30.00 feet East of and 579.92 feet South of the Northwest corner of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section One (1), Township Sixteen (16) North, Range Two (2) East of the 3rd Principal Meridian in the City of Decatur, County of Macon and State of Illinois; thence Easterly 744.81 feet along a line 500 feet South of and parallel with the South right-of-way line of S.B.I. Routes 48 & 121 (East Pershing Road), to a point of intersection with the Northwestern right-of-way line of the Illinois Central Gulf Railroad; thence Southwesterly 1204.59 feet along said Northwestern right-of-way line Illinois Central Gulf Railroad to a point 30.00 feet East of and measured at Right angles to the West line of the E $\frac{1}{2}$, Northwest $\frac{1}{4}$, said Section 1; thence Northerly 930.23 feet along a line 30.00 feet East of and parallel with said West line of the East $\frac{1}{2}$, Northwest $\frac{1}{4}$, Section 1 to the place of beginning. Situated in Macon County, Illinois.

EXCEPT

A tract of land in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 1-16-2 of the 3rd P.M., 70 feet in width lying Northwest of and parallel to the Northwest right of way line of the Illinois Central Railroad, South of a line 500 feet South of the South right of way line of S.B.I. Routes 48 & 121, and also the South 45 Feet of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 1-16-2 of the 3rd P.M., lying West of the West right of way line of the Illinois Central Railroad and except the West 30 feet thereof;

And also, all of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 1-16-2 of the 3rd P.M. lying North and West of the Illinois Central Railroad, except the West 30 feet thereof. Situated in the County of Macon, in the State of Illinois.

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: 2882 North Dinneen Street

GENERAL INFORMATION

Hearing Date April 25, 2016
Calendar No. 16-05
Property Location 2882 North Dineen Street
Requested Action Rezone from M-2 Heavy Industrial District to M-1 Intense Commercial/Light Industrial District
Petitioner David Binder

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Commercial	M-2	Employment
North	Commercial	M-2	Heavy Commercial
South	RR ROW	M-2	Transportation/Utility
East	RR ROW	M-2	Transportation/Utility
West	Industrial	M-2	Employment

BACKGROUND

1. The subject site located at 2882 North Dinneen Street is currently zoned M-2 Heavy Industrial District and consists of approximately 8.2 acres.
2. The site has a large commercial structure as well as accessory structures and parking that serves the commercial structure. The subject site was the former location of the AIW Hall.

PROJECT DESCRIPTION

1. The petitioner proposes to rezone from M-2 Heavy Industrial District to M-1 Intense Commercial/Light Industrial District to allow for all those uses permitted in the M-1 District.

STAFF ANALYSIS

1. Rezoning the site from M-2 Heavy Industrial District to M-1 Intense Commercial/Light Industrial District would decrease the intensity of the uses permitted on the site and not create any adverse effects on the adjacent properties or the City as a whole.
2. The surrounding zoning includes M-2 Heavy Industrial District in all directions however there is considerable M-1 zoning along Pershing Road just north of the site. The Macon County and Decatur Comprehensive Plan shows this area as Employment. The existing use of the property is a permitted use in the M-1 Intense Commercial/Light Industrial District. The existing use is compatible with adjacent uses to the north.

STAFF RECOMMENDATION

1. Staff recommends approval of the rezoning.

PLAN COMMISSION ACTION

1. Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-05 to the City Council with a recommendation for approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Department of Planning and Building Services, City of Decatur.

Suzan Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Location Map

Decatur City Plan Commission

2882 North Dinneen Street



Cal. No.: 16-05
Date: April 25, 2016
Petition of: David Binder
Requested Action: Rezone to M-1 Intense Commercial/Light Industrial District

0 250 500 Feet



Legend

- Decatur Roads
-  subject site
-  Decatur Parcel data
-  Decatur Zoning

Excerpts from Plan Commission Meeting of April 25, 2016:

Cal. No. 16-05

Petition of DAVID BINDER, to rezone property located at 2882 NORTH DINNEEN STREET from M-2 Heavy Industrial District to M-1 Intense Commercial/Light Industrial District.

Ms. Suzy Stickle was sworn in by Mrs. Janet Poland.

Ms. Stickle presented the recommendation of staff:

The subject site located at 2882 North Dinneen Street is currently zoned M-2 Heavy Industrial District and consists of approximately 8.2 acres.

The site has a large commercial structure as well as accessory structures and parking that serves the commercial structure. The subject site was the former location of the AIW Hall.

The petitioner proposes to rezone from M-2 Heavy Industrial District to M-1 Intense Commercial/Light Industrial District which would allow for all those uses permitted in the M-1 District.

Rezoning the site from M-2 Heavy Industrial District to M-1 Intense Commercial/Light Industrial District would decrease the intensity of the uses permitted on the site and not create any adverse effects on the adjacent properties or the City as a whole.

The surrounding zoning includes M-2 Heavy Industrial District in all directions however there is considerable M-1 zoning along Pershing Road just north of the site. The Macon County and Decatur Comprehensive Plan shows this area as Employment. The existing use of the property is a permitted use in the M-1 Intense Commercial/Light Industrial District. The existing use is compatible with adjacent uses to the north.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-05 to the City Council with a recommendation for approval is suggested.

Mr. David Binder, petitioner, was sworn in by Mrs. Poland.

Mr. Binder stated he acquired this property and is requesting to rezone from M-2 to M-1 to continue commercial business at the location.

There were no questions and no objectors present.

It was moved and seconded (Myatt/Sotiroff) to forward Calendar No. 16-05 to the City Council with a recommendation for approval. Motion carried unanimously.

Management Services

DATE: 5/2/2016

MEMO:

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager for Development Services
Suzy Stickle, Senior Planner
Richelle Irons, Director of Neighborhood Services

BACKGROUND: The City has for some time now been working with DHA on a new housing development on the City's west end designed to bring new homes to the 1000 block of West Macon St. near what is a growing and vibrant Oakwood business district. The 3-bedroom homes will be offered for sale to moderate-income buyers who qualify for bank mortgages with construction on the first 8 homes expected to begin this summer. DHA applied for and received a grant from the Illinois Attorney General's office as part of a national foreclosure settlement and the grant is being used to subsidize the cost of new construction and reduce the purchase price of homes. City work to date has included planning, design and work to identify the neighborhood to construct homes.

In addition to new construction, plans are for the project to improve and stabilize existing properties, remove properties that cannot be salvaged and – with construction – introduce state-of-the-art energy efficient new construction as a means to redevelop infill lots. (target utility budget of \$100/month). The area was also targeted in part because of possible synergies with other area activities including Oakwood District growth over the last several years, Millikin University's local investment and work by BabyTalk to improve it's Macon Street campus and the surrounding area among other items.

The lot in question is being sold to Decatur Pilot, a not for profit 501c3 arm of Decatur Housing Authority. Pilot was established to facilitate housing and community development that is not traditional public housing and separate from those activities guided, regulated and funded through the U.S. Department of Housing and Urban Development. This project represents an example of the kind of work that Decatur Pilot was established to manage in that HUD funds are not being used to construct, sell or manage the properties.

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS: There are no known objections to this resolution

INPUT FROM OTHER SOURCES: Decatur Housing Authority, Illinois Attorney General.

STAFF REFERENCE: Billy Tyus can be reached at btyus@decaturil.gov or 217-424-2727, Richelle Irons at riron@decaturil.gov or 217-424-2864 and Suzy Stickle at ssstickle@decaturil.gov or 217-424-2786

ATTACHMENTS:

Description	Type
resolution	Cover Memo

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING EXECUTION OF QUITCLAIM DEED FOR
PROPERTY LOCATED AT 1022 W. MACON ST.**

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

Section 1. That the Quitclaim Deed presented to the City Council herewith between the City of Decatur and Decatur Pilot NFP for the Sale of Property located at 1022 W. Macon St. as described in the attached Exhibit A for \$10 be, and the same is hereby received, placed on file and approved.

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

PRESENTED and ADOPTED this 2nd day of May, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

QUIT CLAIM DEED

**STATUTORY
DOCUMENT NO.**

Tax Bill To:

TAX EXEMPT

THE GRANTOR, CITY OF DECATUR, ILLINOIS, a Municipal Corporation, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, conveys to DECATUR PILOT NFP the real estate legally described in Exhibit A attached hereto and hereby made a part hereof, which is situated in the County of Macon, State of Illinois, with the following restrictions:

Buyer, its successors and assigns (excluding Seller), shall: (1) Utilize the Premises to construct a single family dwelling; and (2) Substantially complete construction of said dwelling within three (3) years of the date of closing (subject only to force majeure delay); and (4) If Buyer, its successors or assigns (except Seller), fails to substantially complete said dwelling within three (3) years of the date of closing, Buyer shall, within thirty (30) days of a written request by the Seller to do so, transfer ownership of the Premises back to Seller or its assignee. If Buyer transfers the Premises to Seller, Buyer shall be responsible for any and all costs associated with the transfer, including transfer taxes, recording fees, closing costs, due and unpaid real estate taxes, and all costs associated with remediating any changes or improvements made to the Premises by Seller, its successors and assigns as deemed necessary in the sole judgment of Seller. Substantial Completion or Substantially Complete means complete construction of the shell and core, with finished interiors of common areas to the point of qualification for the issuance of certificates of occupancy pursuant to codes of the City, except for minor and ancillary alterations or additional work.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this _____ day of April, 2016.

CITY OF DECATUR, ILLINOIS,
a Municipal Corporation,

By _____
Timothy Gleason, City Manager

STATE OF ILLINOIS)
COUNTY OF MACON)

The foregoing Quit Claim Deed was acknowledged before me this _____ day of April, 2016 by Timothy Gleason, City Manager of the City of Decatur, Illinois, for the purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this _____ day of April, 2016.

Notary Public

DOCUMENTARY STAMP

"Exempt under provisions of b, Section 31-45,
Property Tax Code (35 ILCS 200/31-45)."

Date Buyer, Seller or Representative

Deed prepared by:
Billy Tyus
City of Decatur, IL
#1 Gary K. Anderson Plaza
Decatur, IL 62523
Phone: 217.424.2727

LEGAL DESCRIPTION

Lot Three (3) Block One (1) of A.E. Kinney's 1st Addition to the City of Decatur as per Plat recorded in Book 22 Page 439 of the records in the Recorder's Office of Macon County, Illinois.
(Commonly known as 1022 W. Macon, Decatur IL)

Parcel Identification Number: 04-12-15-301-039

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
March 4, 2016

Pursuant to notice the Civil Service Commission of the City of Decatur met in regular session at 12:02 P.M.

PRESENT: CHAIRMAN Robyn McCoy
COMMISSIONER Lori Donley
COMMISSIONER Tony Wilkins
SECRETARY Penny Frank
PERSONNEL SPECIALIST Melissa Rowcliff
ADMINISTRATIVE SECRETARY Sherry Beasley
ABSENT: VICE-CHAIRMAN Jerry Taylor

The Minutes of the February 2, 2016 regular meeting were presented. Commissioner Donley moved that the February 2, 2016 minutes be approved, seconded by Commissioner Wilkins, and upon call of the roll, Commissioners McCoy, Wilkins, and Donley voted aye. Secretary Frank declared the motion carried.

Commissioner Wilkins moved to recess to Closed Session for the purpose of discussing personnel actions and probationary period extension for firefighter, seconded by Commissioner Donley, and upon call of the roll, Commissioners Wilkins, Donley, and McCoy voted aye. Secretary Frank declared the motion carried.

Commissioner Donley moved to recess to Open Session, seconded by Commissioner Wilkins, and upon call of the roll, Commissioners Wilkins, McCoy, and Donley voted aye. Secretary Frank declared the motion carried.

Commissioner McCoy called for New Business:

Personnel Actions

Commissioner Donley moved that the commendation, oral reprimand, suspensions, civil service status requests, and leave of requests be received, placed on file, and approved, seconded by Commissioner Wilkins, and upon call of the roll, Commissioners, McCoy, Donley, and Wilkins voted aye. Secretary Frank declared the motion carried.

Probationary Period Extension for Firefighter

Commissioner Donley moved that the probationary period for firefighter be extended with further investigation, second by Commissioner Wilkins, and upon call of the roll, Commissioners Donley, Wilkins, and McCoy voted aye. Secretary Frank declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Promotional Register for Equipment Operator, Commissioner Wilkins moved that the Authorization Request be received, placed on file, and approved, seconded by Commissioner Donley, and upon call of the roll, Commissioners Donley, McCoy, and Wilkins voted aye. Secretary Frank declared the motion carried.

There being no further business, Commissioner Wilkins moved to adjourn the meeting, seconded by Commissioner Donley, and upon call of the roll, Commissioners Wilkins, Donley, and McCoy voted aye. Secretary Frank declared the meeting adjourned at 12:33 P.M.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Penny Frank".

Penny Frank
Secretary

MINUTES OF THE MEETING
OF THE
DECATUR PLAN COMMISSION

Thursday, March 3, 2016
City Council Chamber, Decatur Civic Center

The March 3, 2016 meeting of the Decatur City Plan Commission was called to order at 3:03 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Acting Chairman Kent Newton who determined a quorum was present.

Members Present: Bill Clevenger, Bruce Frantz, Ed Harris, Jack Myatt,
Kent Newton, Terry Smith, Mike Sotiroff

Members Absent: Susie Peck, Glenn Livingston

Staff Present: Billy Tyus, Suzy Stickle, Troy Hall, Patrick Hoban,
John Robinson, Janet Poland

It was moved and seconded (Frantz/Sotiroff) to approve the minutes of the February 4, 2016 meeting of the Decatur City Plan Commission as presented. Motion carried with Terry Smith abstaining from the vote.

New Business

Cal. No. 16-03	Petition of MACARTHUR PERSHING, LLC, to rezone property located at 544 WEST PERSHING ROAD commonly known as 3012 and 3034 NORTH MACARTHUR ROAD from R-1 Single Family Residence District to PD Planned Development District.
----------------	---

Ms. Suzy Stickle was sworn in by Mrs. Janet Poland.

Ms. Stickle presented the recommendation of staff:

The subject site has two (2) single family residential structures and three (3) accessory structures on approximately 1.79 acres and is located at the Northeast corner of West Pershing Road and North MacArthur Road.

The petitioner proposes to rezone from R-1 Single Family Residence District to PD Planned Development District in order to construct a mixed use structure designed to accommodate medical offices, restaurant and retail.

The petitioner proposes to construct a 12,576 square foot mixed use structure with 73 parking spaces.

The mixed use structure will be accessed by customers on the south side as well as the west side of the development. The entrance/exit on the south side of the property will only allow right in and right out movements as there is a median in West Pershing Road that will not allow customers to exit left to travel east. The entrance/exit on North MacArthur Road will allow customers to exit

both left and right allowing travel north or south as the median is to be removed and replaced by a painted center median meeting Public Works Department standards allowing these movements.

Landscaping meeting the requirements of the Zoning Ordinance is proposed for the frontage and parking as well as the required buffer yard along the north and east sides of the development.

One (1) freestanding sign has been proposed for the development to be located at the southwest corner of the proposed development. The proposed sign will be 23 feet in height with an area of approximately 122 square feet of which 50 square feet will be an electronic message unit.

The building material of the façade for the proposed mixed use structure will consist of stone, brick and aluminum.

The petitioner will be required to provide a one (1) lot subdivision plat to the City for review and approval and the formal site plan will not be approved until the plat has been approved by the City and recorded with Macon County.

The City of Decatur Zoning Ordinance provides standards for reviewing applications for planned developments. The following is an analysis of the review standards:

1. *Compatibility with the character of the surrounding neighborhood and general area.* The proposed development is compatible with the character of the area to the west, south and southwest.
2. *Effect on area.* The proposed development will not significantly increase traffic to the area when changing from a single family residential use to a mixed use development based on staff review of the current traffic as well as projected traffic based on the proposed mixed use development.
3. *Design and amenities.* The proposed development is designed to meet the standards of landscaping as required by the Zoning Ordinance including alternative compliance. The façade of the proposed mixed use structure will consist of stone, brick and aluminum.
4. *Consistency with comprehensive plan.* The proposed development is not consistent with the Comprehensive Plan as it currently calls for Residential Low-Density. The site is located along the Pershing Road corridor at a signaled intersection adjacent to considerable commercial development and where all other corners are developed with office, retail and restaurant uses.
5. *Traffic capacity.* According to Staff's review of the traffic, the intersections of West Pershing Road and North MacArthur Road currently have adequate capacity to accommodate the traffic generated by the mixed use development.
6. *Adequacy of utilities.* Proposed utilities and infrastructure will be adequate to serve the proposed land uses.
7. *Integration.* The proposed development will be developed in accordance with an overall design plan.
8. *Adequacy of parking facilities.* The required number of parking spaces is 73 as it is currently designed with the proposed uses and current floor plan. The parking lot has reduced front yard setbacks along West Pershing Road and North MacArthur Road, the petitioner is utilizing alternative compliance to have the reduced front yard setbacks for the parking lot. The petitioner has provided the required 120% of landscaping points to allow for the reduced setbacks.

The PD plan has been reviewed and approved by the City's Technical Review Committee, Planning, Engineering and Fire.

Based on the analysis, staff recommends approval of the proposed PD Planned Development petition with the following conditions:

1. The Planned Development may only permit medical office uses, professional office uses, retail uses and restaurant uses. These uses are only permitted provided that all parking requirements are met based on the uses at any given time.
2. A one (1) lot subdivision plat will be required to be submitted, approved and recorded prior to a formal site plan being approved.
3. A striping plan for North MacArthur Road for the redesigned left turn lane made necessary by the removal of the barrier median will have to be approved by the Public Works Department prior to the site plan being approved. The striping plan will show how the removed barrier median will be replaced.
4. Final site, landscaping and lighting plans shall be submitted to and approved by the Department of Planning and Building Services, Public Works Department and the Fire Department prior to building permits being released.

Section XIX.G.2. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing to review the Planned Development plan and report its findings concerning the effect on the comprehensive plan and compliance with the standards of review to the City Council. A motion to forward Calendar Number 16-03 to the City Council with a recommendation for approval is suggested.

Mr. Jack Myatt asked if the entrance on MacArthur Road would allow for vehicles to enter and exit from both left and right. Ms. Stickle stated that is correct, however, the Pershing Road entrance would be right in and right out only.

Mr. Phil Cochran, representative, was sworn in by Mrs. Poland.

Mr. Cochran gave a brief history of the development in this area.

Mr. Cochran stated that as this area grew, so did the demand for services. Immediately south of the proposed Planned Development is a CVS and office buildings; to the southwest is a Perkins, a Walgreens and a strip center. In the late 1990's, the parcel to the west was rezoned to allow for the development of a mixed use building that includes the Social Security office and medical office. There was significant opposition from the neighbors at that time.

Mr. Cochran said there will be a buffer yard on the east side of thirty (30) feet and a buffer yard of twenty-eight (28) feet on the north side. This will provide additional screening and protection for the neighboring residential properties.

Mr. Cochran stated this development is site plan specific. The building will be 12,576 square feet with 73 parking spaces. Any change would have to come back through the Plan Commission and City Council.

Mr. Cochran said there is no way this area would be developed residential with the amount of traffic and noise at this intersection. This proposed development is the best alternative for the area.

Mr. Cochran stated this site has been the subject of previous requests for rezoning. The requests were for B-2 Commercial District and B-3 Planned Shopping Center District which allows many more types of developments. The requests were denied.

Mr. Myatt asked how far the proposed entrance on MacArthur Road is from the corner. Mr. Cochran said approximately 250 feet.

Mrs. Mary Cave, Project Manager, was sworn in by Mrs. Poland.

Mrs. Cave stated there was a traffic study done on this area. The overall traffic volumes were looked at as well as the peak hours. This development would increase daily traffic on all the adjacent roads by approximately one (1) percent. During the peak hours it was increased by approximately three and one-half (3½) percent. This is about eighteen (18) additional vehicles during the peak hours.

Mrs. Cave said the entrance on MacArthur Road is approximately 250 feet north of Pershing Road. This entrance lined up directly across from the entrance to the Social Security office. Mrs. Cave explained it is actually harder for vehicles to turn safely if there is an offset. It is easier to communicate with another vehicle that is directly across from you.

Mrs. Cave stated the stormwater will be managed on the east side in the buffer yard. It will be a grassy landscaped area. Mrs. Cave said the lighting on the site is met as per City requirements. The light fixtures are full cut-off LED lights which are focused to illuminate down. The landscaping plan has exceeded City requirements. Mrs. Cave handed out a rendering of the landscaping plan.

Mr. Terry Smith asked if the storm drainage would go into an existing storm sewer system or into Spring Creek. Mrs. Cave said it will go into a storm sewer system on the Pershing Road right-of-way which drains into Spring Creek.

Mr. Bruce Frantz asked if there was going to be a turn lane on MacArthur Road. Mrs. Cave said there would be a turn lane which will be between 120 and 150 feet long.

Mr. Frantz asked if there were any sidewalks along this area. Mrs. Cave said there are none currently and they are not proposing any. Mr. Frantz said this discourages walking to this proposed development. Mrs. Cave said Pershing Road is IDOT's jurisdiction.

Mr. Frantz asked if any of the mature trees would remain. Mrs. Cave said there are three (3) trees that would remain.

Mr. Kent Newton asked if the restaurant was sized to allow for the correct number of parking spaces. Mr. Cochran said that was correct. A larger restaurant would not be allowed as there would not be enough spaces for parking.

Mr. Cochran stated properties within a 300 foot radius were informed of a meeting that was held on Tuesday, February 9, 2016. The plans were available for viewing at that meeting. There were approximately fifteen (15) to twenty (20) people present.

Mr. Frantz asked if the restaurant was going to have late hours. Mr. Cochran said he did not see this location being anything with late night activity. They do not expect to have a sit down restaurant.

Ms. Mary Kay Sheff-Reynolds was sworn in by Mrs. Poland.

Ms. Sheff-Reynolds said she lives just north of the proposed development. She stated that the residents who live on Greenridge or Diane did not receive a letter concerning the open house meeting. Ms. Sheff-Reynolds has a petition with over 120 signatures opposing a restaurant and retail store. The neighbors do not oppose a medical building but do not feel a restaurant or retail store are a good fit for a residential neighborhood. She feels the additional traffic will be a problem.

Ms. Lori Johnson was sworn in by Mrs. Poland.

Ms. Johnson has lived on Fair Oaks Drive for over thirty (30) years and she feels the restaurant and retail store will have ramifications. She does not want anything with late hours in the neighborhood. This neighborhood has a lot of elderly people in it. She is concerned the restaurant will end up larger, a bar would come in or a gambling establishment. This would mean late hours

and more traffic for a quiet neighborhood. This development will not be neighborhood friendly unless sidewalks are put in. There are already a lot of accidents at this intersection and the increased traffic will create more.

Ms. Trisha Summers, 1 Greenridge Drive, stated she is concerned about the possibility of a video gaming establishing coming into the residential area.

Acting Chairman Newton stated there was a letter received from a Mr. Keith Wade that will be included in the minutes.

Mr. Mike Sotiroff asked if a gambling establishment could come into this proposed development. Ms. Stickle stated the only uses that are allowed are professional office, medical office, retail and restaurant. A video gaming parlor would not be allowed; however, video gaming machines could go into a restaurant if it were able to obtain a liquor license.

It was moved and seconded (Myatt/Harris) to forward Calendar No. 16-03 to the City Council with a recommendation for approval. Motion carried unanimously.

There being no further business, it was moved and seconded (Harris/Sotiroff) to adjourn the meeting. Motion carried unanimously. Chairman Glenn Livingston declared the meeting adjourned at 3:58 P.M.

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

Kent Newton, Secretary
Decatur City Plan Commission

City Clerk

DATE: 4/27/2016

MEMO: 2016-08

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Debbie Bright, City Clerk

SUBJECT: Resolution Approving Appointments to DCDF Board

SUMMARY RECOMMENDATION: City Staff recommends the approval of the appointments to the DCDF 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 members of the boards or commissions set opposite their respective names, to serve terms expiring upon the dates set opposite their respective names or until their respective successors are appointed and qualified:

Julie Moore Wolfe	DCDF	05/01/2017
Tim Gleason	DCDF	05/01/2017
Billy Tyus	DCDF	05/01/2017
Gregg Zientara	DCDF	05/01/2017
Glenn Livingston	DCDF	05/01/2017
Tony Wilkins	DCDF	05/01/2017
William Francisco	DCDF	05/01/2017

DATED this 2nd day of May, 2016.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2016-_____

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 2nd day of May, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 2nd day of May, 2016.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 4/27/2016

MEMO: 2016-07

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Debbie Bright, City Clerk

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor 2100 Block East Cantrell Street Between 21st Street and 22nd Street Wild Dog Saloon - Bike Night

SUMMARY RECOMMENDATION: City Council is asked to approve the attached Ordinance allowing the consumption of alcohol on public rights-of-way on May 26, 2016, during the Wild Dog Saloon Bike Night event.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. 2016-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF
ALCOHOLIC LIQUOR 2100 BLOCK EAST CANTRELL STREET
BETWEEN 21ST STREET AND 22ND STREET
-WILD DOG SALOON - BIKE NIGHT-**

WHEREAS, The Wild Dog Saloon has requested the closure of the 2100 block of East Cantrell Street between 21st Street and 22nd Street for Wild Dog Saloon Bike Night; and,

WHEREAS, it is the intention of Wild Dog Saloon to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor on 2100 block of East Cantrell Street requires the express approval of the City Council; and,

WHEREAS, the Council finds that it would be in the best interest of The Wild Dog Saloon and of the City of Decatur that such consumption of alcoholic liquor as described be permitted for said limited time period.

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

Section 1. That on the day listed herein, and only on such day, between the hours listed, alcoholic beverages may be consumed at, in or on the 2100 block of East Cantrell Street, said day and hour being particularly described as follows:

Thursday, May 26, 2016

5:00 p.m. – 12:00 a.m. (midnight)

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

Section 3. That this ordinance is expressly conditioned and approved upon The Wild Dog Saloon providing to the City of Decatur an agreement which will hold the City harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That except as otherwise provided herein, the provisions of Section 34(a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of May, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debbie Bright, City Clerk

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

The Wild Dog Saloon, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, on the 2100 block of East Cantrell Street for Bike Night on the following dates and times:

Thursday, May 26, 2016 5:00 p.m. through Friday, May 27, 2016 12:00 a.m.

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

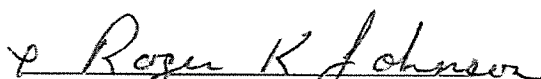
Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

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

For City of Decatur, Illinois:

For Sponsoring Agency:
Wild Dog Saloon


Authorized Representative


Authorized Representative

04/11/2016
Date

3/31/16
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bret Dixon Insurance 403 S. Prairie St. PO Box 205 Bethalto IL 62010-0205		CONTACT NAME: PHONE (A/C, No. Ext): (888) 249-0035 E-MAIL: mail@brettdixonins.com ADDRESS:		FAX (A/C, No): (888) 349-0035
INSURED Wild Dog Saloon Incorporated DBA: Wild Dog Saloon 815 S 22nd Street Decatur IL 62521		INSURER(S) AFFORDING COVERAGE INSURER A: Stonegate Insurance Company INSURER B: Underwriters at Lloyd's London INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 14012

COVERAGES

CERTIFICATE NUMBER: CL1642109969

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	51024060	5/26/2016	5/27/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		Not with this agency			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE	Not with this agency			EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	Under separate cover			PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		CP11001333	8/23/2015	8/23/2016	Each Common Cause \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The aforementioned coverage applies to the insured's event located at 815 S 22nd Street in Decatur, IL 62521 on 5/26/2016 from 5p-12a.

CERTIFICATE HOLDER

CANCELLATION

(217) 424-2732 City of Decatur 1 Gary K. Anderson Plaza Decatur, IL 62523	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Bret Dixon/KMV
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

ATTACHMENTS:

Description	Type
City of Decatur Lake Decatur Watershed Protection Program - 1st Qtr 2016	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Water Management	Alexander, Keith	Approved	4/15/2016 - 11:31 AM
Legal Department	Morthland, Wendy	Approved	4/15/2016 - 11:43 AM
City Manager	Tyus, Billy	Approved	4/15/2016 - 11:46 AM
City Manager	Gleason, Tim	Approved	4/28/2016 - 3:09 PM

TO: Honorable Mayor, Julie Moore Wolfe
FROM: Megan Baskerville, Watershed Specialist
DATE: April 15, 2016
SUBJECT: 1st Quarter Report
PERIOD: January 1, 2016 – March 31, 2016

City of Decatur Lake Decatur Watershed Protection Program



Better Reflections through Soil Conservation

CC: Councilman Jerry Dawson
Councilman Bill Faber
Councilwoman Lisa Gregory
Councilman Pat McDaniel
Councilwoman Dana Ray
Councilman Christopher S Funk
Mr. Tim Gleason, City Manager
Mr. Keith Alexander, Director of Water Management

Macon County Soil and Water Conservation District

January 1, 2016 – March 31, 2016

1st Quarter Report on the Lake Decatur Watershed Protection Program

Change in District Staff:

Due to the state budget impasse, the Macon County Soil & Water Conservation District has not received its normal state funding since March 2015. Due to these budget restrictions, on March 11, 2016 the position of Conservation Program/Marketing Manager, held by Laura DeOrnellas, was eliminated.

Watershed Conservation Cost-Share Projects:

Projects currently in construction as of today:

- 1 waterway across three landowners and a block chute in Oakley Township
- 1 waterway in Piatt County

The following projects have been approved for funding, and are awaiting construction:

- 40 acres strip-till in Mt. Zion Township
- 3 waterways in Long Creek East Township
- 1 waterway in Friends Creek East Township
- 1 urban waterway in South Wheatland Township
- 1 terrace system in Piatt County
- 1 wascob system in Long Creek Township
- 2 waterways and structures in Mt Zion Township
- 1 stabilization project in Mount Zion West Township
- 2 waterways and 1 structure in Piatt County
- 1 waterway in Friends Creek Township
- 1 waterway and structure in South Wheatland Township
- 1 streambank stabilization project along Sand Creek in South Wheatland Township
- 2 sets of terraces in Piatt County
- 1 waterway across 2 landowners in Piatt County
- 1 waterway and structure in Piatt County

Interest in the program remains strong; we have allocated all funds for FY16. With strong coordination, information, and education with the Piatt County SWCD and both NRCS offices, the LDWP is well known by producers in the watershed.

Watershed Activities:

Conservation Cropping Demo Plots:

Winter 2015/Spring 2016 showed favorable weather conditions for the cover crops in the SWCD's two conservation cropping demo plots. Over 5 years, the plots, in cooperation with local producers, will show the long term benefits of a management system that incorporates reduced tillage, cover crops, and nutrient management. These



practices not only benefit the producer, but downstream water quality as well!

The photo to the right shows the cereal rye cover crop on April 5th. It was aerially applied on top of standing corn last August. Two education events will be hosted at the demo plot in the upcoming year---bringing a wider audience into contact with this type of management system.

Grants:

IEPA 319 Grant: Accelerating BMP Adoption in Lake Decatur

The SWCD has been awarded an IEPA Section 319 grant to accelerate BMP adoption in the Lake Decatur Watershed. Through August 2016, **the grant will bring \$425,315 of federal funds into the watershed to install 36 soil saving practices** at 19 sites throughout the watershed in both Macon and Piatt counties. As of March 31st, 30 practices have been installed or are underway through this funding, with all projects being implemented by this July.

SWCD staff and partners have already begun work to submit another 319 application this August for more federal cost share for implementation of BMPs that will reduce the amount of sediment and nutrients reaching Lake Decatur!

USDA's Regional Conservation Partnership Program:

On January 15, 2015, the USDA awarded Macon County **\$500,000** of NRCS funding for "BMP Implementation for Nutrient and Sediment Loss Reduction in Macon County, Illinois," for **conservation in the Sangamon River Watershed for the next five years**. At the same time, local partners will test the efficiencies of newer edge-of-field practices to reduce nitrate loss from field tiles, a major source of excess nutrients in Illinois. In FY16, **\$100,000 will be allocated**, with ranking deadlines of March 18 and April 15, if needed. Interested participants can always submit applications.

Illinois EPA (IEPA) Construction Site Inspection Program:

Currently, there are 10 open IEPA construction sites, 4 within the Lake Decatur Watershed in Macon County. The SWCD provides educational assistance to the site owners, making sure erosion and sediment controls are up and functional at each site.

MS4 Agreement:

The City of Decatur, the Villages of Forsyth and Mt. Zion, and Macon County joined together and signed a Memorandum of Understanding (MOU) with the SWCD to implement stormwater management on behalf of the MS4s. This allows for a consistently applied set of standards regarding Best Management Practices (BMPs) and construction site inspections for the Land Disturbance Permit program. This quarter, 9 construction sites were visited, 7 lying in the Lake's watershed. This March, over 60 people visited the MS4 booth at the Decatur Lawn & Garden Show for a chance to win a free rain barrel donated by Macon County Environmental Management. Staff educated attendees on simple stormwater management practices they can adopt in their own backyard.

Technical Assistance:

The Watershed Staff is available to answer erosion and flooding complaints in the City of Decatur and the watershed. In the past quarter, 4 new requests for technical assistance were received, and staff continued to work on past requests involving streambank erosion, local flooding and wetland development in Macon and Piatt County.

Public Education Programs:

Education is provided to the general public, including adults and children, on soil and water conservation issues, careers in conservation, stormwater management, and erosion and sediment control. In addition to the watershed staff itself, board members and SWCD staff provide time and energy in these efforts. This quarter, the following programs were held:

<i>Date</i>	<i>Name of Event</i>	<i>Program Presented</i>	<i>People in Attendance</i>
Jan 2015	Lady Landowners	Edge of Field BMPs	35
Feb 2015	Contractor's Meeting	Nitrates and H2O Quality	40
Feb 2015	Decatur Kiwanis Breakfast	LDWP, SWCD History	20
Feb 2015	Annie's Project	LDWP, Lake history	12
Mar 2015	Decatur Lawn & Garden Show	MS4 Work, Urban Cons.	1,265
<i>Total Reached so far in FY16</i>			<i>1,372</i>

Upcoming events in 2016:

- Festival of Spring, April 23
- Women's Learning Circle, May 3
- Macon County Agucation, May 10-12
- Strip Till Field Day, July 14

Besides the programs themselves, the SWCD staff serves in the following capacity throughout the year:

- Serve on the Macon County Farm Bureau Ag-In-The-Classroom committee
- Assist Macon County Lady Landowners by maintaining their membership list and assisting with meeting notification
- Serve on the Ag Advisory Board for the Heartland Technical Academy
- Participate in the Heart of the Sangamon River Ecosystem Partnership meetings

Closing Comments:

We have included the financial report for the quarter ending March 31, 2016 with this report. If you would like more detailed financial information, you may request a copy of our CPA completed annual audit which we submit to the Illinois Department of Agriculture.

The staff and Board of Directors of the District thank the City for its continued support of our conservation efforts within the Lake Decatur Watershed. We truly could not accomplish what we do without your support, both financial and institutional. We would like to invite members of the City Council to visit us at the USDA Service Center at 4004 College Park Road, Decatur, Illinois 62521. We also can arrange personal tours of our watershed projects. If you have any questions, please call us at 217-877-5670, extension 3, or contact us by email at megan.baskerville@il.nacdnet.net.

Board of Directors

Mike Hortin, Chairman
Zach Hyde, Vice Chairman
Katie Sellmeyer, Secretary / Treasurer
Kathryn Bennett, Director
Eric Veech, Director

Staff

Michael Andreas, Watershed Technician
Megan Baskerville, Watershed Specialist
Sue Russotti, Administrative Coordinator

FINANCIAL STATEMENT

Lake Decatur Watershed Protection Program

	1st Qtr. January 1 - March 31, 2016	2nd Qtr. April 1 - June 30, 2016	3rd Qtr. July 1 - September 30, 2016	4th Qtr. October 1 - December 31, 2016	12/31/2016 Total Invoiced to City	
City Allocation for MCSWCD Vendor # 796	\$ 40,275.42		\$ -	\$ -	\$ 40,275.42	
Operational Expenses	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	FY ending 12/31/2016	Percent of Contract \$
Salaries Andreas Agricultural Engineer	12,340.85				\$ 12,340.85	8%
Salaries Baskerville Watershed Specialist	11,144.38				\$ 11,144.38	7%
1/3 Salaries DeOrnellas Conservation Program/Marketing Manager	4,367.10				\$ 4,367.10	3%
1/3 Salaries Russotti Administrative Coordinator	1,928.14				\$ 1,928.14	1%
Payroll taxes	2,217.08				\$ 2,217.08	1%
Benefits	3,818.27				\$ 3,818.27	3%
BMP Implementation					\$ -	0%
Travel and lodge Mike A	1,894.07				\$ 1,894.07	1%
Meetings and Training					\$ -	0%
Professional fees	769.53				\$ 769.53	1%
Director Liability Insurance/work comp	102.04				\$ 102.04	0%
Outreach	802.62				\$ 802.62	1%
Education	10.00				\$ 10.00	0%
Internet	75.92				\$ 75.92	0%
Truck/ Insurance	330.16				\$ 330.16	0%
Office Equipment	156.02				\$ 156.02	0%
Office Supplies	319.24				\$ 319.24	0%
Postage					\$ -	0%
Reduction for contract						0%
Total Expenses	40,275.42	\$ -	\$ -	\$ -	\$ 40,275.42	27%
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD 2016	
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Total Invoiced to City	Percentage Complete
Total Invoiced to City	\$ 40,275.42	\$ -			\$ 40,275.42	27%
Agreement Balance	\$ 108,713.58	\$ 108,713.58	\$ 108,713.58	\$ 108,713.58		