



**Monday, January 3, 2022
5:30 PM
City Council Chambers**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of December 20, 2021 City Council Meeting

IV. Unfinished Business

1. Ordinance Amending City Code Chapter 54.1, Video Gaming License, Section 4, Video Gaming License Fees

V. New Business

1. Resolution Authorizing Action Regarding Unsafe Structures
2. Resolution Authorizing the Execution of an Agreement with Hutchins Excavating for the Demolition of the Vacant Building at 826 East Main Street
3. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of the Vacant Building at 1087 East North Street
4. Resolution Authorizing the Execution of an Agreement with Parkland Environmental for the Demolition of the Vacant Building at 1125 North Monroe Street
5. Resolution Authorizing the Execution of an Agreement with Clancy Coleman Excavating for the Demolition of the Vacant Buildings at 2509 East Prairie Avenue and 1204 East Walnut Street
6. Resolution Authorizing Additional Funding for DOVE, Inc. to Provide: Mortgage, Rent and Utility Assistance to Eligible COVID Impacted Residents
7. Resolution Authorizing an Agreement with the Central Illinois Land Bank for Rehabilitation Services
8. Discussion Item Only: COVID/Public Health Measures

9. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Resolution Authorizing Intergovernmental Agreement - City of Decatur Illinois - County of Macon
 - B. Resolution Approving Reappointment - Decatur Area Convention & Visitors Bureau Board of Directors

VI. Other Business

VII. Recess to Closed Executive Session

Recess to Closed Executive Session under Open Meetings Act Section (2)(c)(5) the Purchase or Lease of Real Property for the Use of the Public Body and Section (2)(c)(6) the Setting of a Price for Sale or Lease of Property Owned by the Public Body.

VIII. Adjournment

SUBJECT: Approval of Minutes of December 20, 2021 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of December 20, 2021 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, December 20, 2021

On Monday, December 20, 2021, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the City Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe recognized Mr. Brandon Kurecki, a three-time state champion for the Future Business Leaders of America. Mayor Moore Wolfe presented Mr. Kurecki with a Stephen Decatur medallion.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Abeer Motan.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the December 6, 2021, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members David Horn, Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

City Manager Wrighton presented the Treasurer's Financial Report.

Mayor Moore Wolfe called for a Public Hearing at 5:39 p.m. in the matter of the 2021 Property Tax Levy.

There being no public comments, Mayor Moore Wolfe declared the Public Hearing closed at 5:40 p.m.

2021-52 An Ordinance Levying Property Taxes for the City of Decatur, Illinois for the Purpose of Raising Revenue to Meet Certain Necessary Expenses of the City for the Fiscal Year Beginning January 1, 2022, and Ending December 31, 2022, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

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

2021-53 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2010 Series C Bonds, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Councilman Faber exited the Council Chambers at 5:43 p.m.

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

2021-54 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2012 Series Bonds, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

2021-55 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2013 Series Bonds, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

2021-56 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2014 Series Bonds, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

2021-57 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2015 Series Bonds, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Councilman Faber returned to the Council Chambers at 5:46 p.m.

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

2021-58 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2016 Series Bonds, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

2021-59 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2017 Series Bonds, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

2021-60 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2018 Series Bonds, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

2021-61 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series Bonds, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

2021-62 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series B Bonds, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

2021-63 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2020 Series Bonds, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

2021-64 Budget Reconciliation Ordinance Appropriating Additional Monies for the Purpose of Defraying the Expenses for Certain Funds of the City of Decatur, Illinois for the Fiscal Year Ending December 31, 2021, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Finance Director Gregg Zientara answered questions from Council regarding the Equipment Replacement Fund.

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

R2021-232 Resolution Authorizing the City of Decatur to Provide an Interfund Cash Advance to Certain Funds to Affect a Positive Cash Position as of the Close of Business December 31, 2021, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

R2021-233 Resolution Authorizing Consulting Services Agreement - Ann L. Schneider and Associates LLC, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Ms. Ann Schneider presented an overview of projects she has been working on and answered questions from Council about the creation of a quiet zone relating to railroad crossings.

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

2021-65 Ordinance Rezoning Property from M-1 Intense Commercial - Light Industrial District to M-2 Heavy Industrial District - 3696 Greenswitch Road, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Mr. Greg Crowe, Assistant Director of Economic and Community Development, gave an overview of the Ordinance and answered questions from Council about the operations of the business.

Police Chief Shane Brandel answered questions from Council regarding the length of time the petitioner has occupied the property.

Mr. Joe Devereaux voiced concerns about the petitioner not meeting certain requirements of the Illinois Vehicle Code.

Councilman Faber made a motion to table the item, seconded by Councilman Kuhle.

Corporation Counsel Wendy Morthland clarified that the only question before Council was whether it is an appropriate land use for the property.

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

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

Ordinance Granting a Conditional Use Permit (CUP) to Allow for an Automotive Salvage Operations at 3696 Greenswitch Road, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Mr. William McNutt, representative for Walston Auto Wrecking, LLC, Mr. Lyn Walston and Mr. Shane Walston spoke about state regulations that must be followed for an auto salvage yard.

Mr. Crowe spoke about the conditions that must be met for the Conditional Use Permit and answered questions from Council about aesthetics and the site break fence.

Councilman Faber made a motion to table the item, seconded by Councilman Kuhle.

Corporation Counsel Wendy Morthland answered questions from Council regarding the petitioner being compliant with state and local laws.

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

R2021-234 Resolution Authorizing Payment of the 2022 Central Illinois Regional Dispatch Center Invoice - User Fees for the Decatur Police Department and Decatur Fire Department, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Police Chief Shane Brandel gave an overview of the Resolution.

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

R2021-235 Resolution Authorizing Amendment Number 2 to an Agreement with Clark Dietz Inc. to Provide Professional Engineering Services for Water and Sewer Projects to the City of Decatur City Project 2020-13, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Public Works Director Matt Newell answered questions from Council about the salary structure of Clark Dietz.

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

R2021-236 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Plocher Construction Inc. for Clarifier Conversion Project City Project 2016-03, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Public Works Director Matt Newell gave an overview of the Resolution and answered questions from Council about Minority Business Enterprise (MBE) requirements.

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

R2021-237 Resolution Authorizing Amendment No. 1 for Professional Engineering Services Agreement with Crawford, Murphy, Tilly, Inc. for South Water Treatment Plant East Clarifiers Conversion City Project 2016-03, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

Ordinance Amending City Code Chapter 54.1, Video Gaming License, Section 4, Video Gaming License Fees, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

Corporation Counsel Wendy Morthland answered questions from Council regarding new legislation that was passed requiring the annual fee of video gaming terminals to be shared equally between the terminal operator and the licensed establishment.

Councilman Cooper made a motion to table the Ordinance giving the establishments time to be notified; seconded by Councilwoman Gregory.

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

R2021-238 Resolution Authorizing the Payment for Street Lighting Services for the Johns Hill Neighborhood, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

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

2021-68 Item A. Ordinance Annexing Territory 3441 Ferris Drive
Item B. Receiving and Filing of Minutes of Boards and Commissions

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

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

Council held a discussion regarding growth in video gaming, quiet zones related to railroad crossings, protocols of the Central Illinois Regional Dispatch Center (CIRDC) and the number of COVID cases.

With no Other Business, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the Council meeting be adjourned; seconded by Councilman Kuhle and on call of the roll, Council members David Horn, Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

Approved _____
Kim Althoff
City Clerk

Legal Department

DATE: 12/27/2021

MEMO:

TO: Mayor Moore Wolfe & City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Ordinance Amending City Code Chapter 54.1, Video Gaming License, Section 4, Video Gaming License Fees

ATTACHMENTS:

Description	Type
Memo-Gaming License Fee Revisions	Cover Memo
Ordinance Amending City Code Chapter 54.1 Video Gaming License	Ordinance
Chapter 54.1 Video Gaming License	Backup Material

December 30, 2021

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

RE: Video Gaming License Fee Revisions

This item was tabled on December 20, 2021 to give the City Council additional time to consider the implications of the proposed changes, and to allow staff additional time to incorporate the council-directed increase in per video gaming machine fees simultaneously with another amendment to Chapter 54.1 of the City Code that will evenly split the same fee between owners of local liquor establishments and terminal operators. The latter change is required by a new law just enacted by the Illinois General Assembly and signed by the Governor, that became effective on December 17, 2021.

A copy of the city's current Video Gaming License ordinance is attached. The agenda packet includes two options for amending this chapter of City Code. If neither option is acceptable to the City Council, one of the ordinance options can be amended on the floor as a majority of the City Council determines appropriate. Since this matter was tabled on December 20, it would be appropriate for the council to first vote to remove (or take) the matter from the table. If this motion prevails, any member of the City Council can then move for adoption of one of the options, by separately making a motion to put in on the floor for consideration and adoption.

The first option keeps the per video game fee at \$500 per year, but amends the City Code to require that the fee be evenly split between the owner of the local establishment and the video game's terminal operator(owner), or \$250 each. The second option (which I believe was favored by a majority of the City Council on December 20 based on the discussion), increases the per video game fee to \$750 **AND** also amends the City Code to require that the fee be evenly split between the owner of the local establishment and the video game's terminal operator(owner), or \$375 each.

In accordance with council instructions, the recently adopted 2022 budget assumes the total amount of fees collected per machine in 2022 will be \$750.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

- CHAPTER 54.1 -

- VIDEO GAMING LICENSE -

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

Section 1. That Chapter 54.1 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 4, so that Section 4 as so modified and amended, shall provide as follows:

4. VIDEO GAMING LICENSE FEES.

(a). For establishments, the fee for a Video Gaming License shall be Two Hundred Fifty Dollars (\$250.00) per video gaming terminal per year. Video Gaming Licenses for establishments shall be issued by the Finance Department and shall be for a twelve-month period commencing on the first day of January of each year. There shall be no pro-ration of any fee except for new licensees.

(b). For terminal operators, the fee for a Video Gaming License shall be Two Hundred Fifty Dollars (\$250.00) per video gaming terminal per year. Video Gaming Licenses for terminal operators shall be issued by the Finance Department and shall be for a twelve-month period commencing on the first day of March of each year. There shall be no pro-ration of any fee except for new licensees.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of January, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2022.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 54.1 - VIDEO GAMING LICENSE -

4. VIDEO GAMING LICENSE FEES.

(a). For establishments, ~~there shall be no~~ the fee for a Video Gaming License ~~per video gaming terminal per year~~ shall be Two Hundred Fifty Dollars (\$250.00) per video gaming terminal per year. Video Gaming Licenses for establishments shall be issued by the Finance Department and shall be for a twelve-month period commencing on the first day of January of each year, ~~except for the year 2021 in which each license and the privileges there under shall commence on the first day of March 2021.~~ There shall be no pro-ration of any fee except for new licensees.

(b). For terminal operators, the fee for a Video Gaming License shall be Two ~~Five~~ Hundred Fifty Dollars (~~\$250~~500.00) per video gaming terminal per year. Video Gaming Licenses for terminal operators shall be issued by the Finance Department and shall be for a twelve-month period commencing on the first day of March of each year. There shall be no pro-ration of any fee except for new licensees.

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 54.1 -
- VIDEO GAMING LICENSE -

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

Section 1. That Chapter 54.1 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 4, so that Section 4 as so modified and amended, shall provide as follows:

4. VIDEO GAMING LICENSE FEES.

(a). For establishments, the fee for a Video Gaming License shall be Three Hundred Seventy-Five Dollars (\$375.00) per video gaming terminal per year. Video Gaming Licenses for establishments shall be issued by the Finance Department and shall be for a twelve-month period commencing on the first day of January of each year. There shall be no pro-ration of any fee except for new licensees.

(b). For terminal operators, the fee for a Video Gaming License shall be Three Hundred Seventy-Five Dollars (\$375.00) per video gaming terminal per year. Video Gaming Licenses for terminal operators shall be issued by the Finance Department and shall be for a twelve-month period commencing on the first day of March of each year. There shall be no pro-ration of any fee except for new licensees.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of January, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2022.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 54.1 **- VIDEO GAMING LICENSE -**

4. VIDEO GAMING LICENSE FEES.

(a). For establishments, ~~there shall be no~~ the fee for a Video Gaming License ~~per video gaming terminal per year~~ shall be Three Hundred Seventy-Five Dollars (\$375.00) per video gaming terminal per year. Video Gaming Licenses for establishments shall be issued by the Finance Department and shall be for a twelve-month period commencing on the first day of January of each year, ~~except for the year 2021 in which each license and the privileges there under shall commence on the first day of March 2021.~~ There shall be no pro-ration of any fee except for new licensees.

(b). For terminal operators, the fee for a Video Gaming License shall be ~~Three Five~~ Three Five Hundred ~~Seventy-Five~~ Seventy-Five Dollars (~~\$375~~500.00) per video gaming terminal per year. Video Gaming Licenses for terminal operators shall be issued by the Finance Department and shall be for a twelve-month period commencing on the first day of March of each year. There shall be no pro-ration of any fee except for new licensees.

CHAPTER 54.1

- VIDEO GAMING LICENSE-

(Adopted, Ordinance No. 2016-80, November 21, 2016)

1. **DEFINITIONS.** Whenever used herein, unless context otherwise requires, the following words, terms or phrases shall have the meaning ascribed to them in this section:

(a). Video Gaming Terminal shall have the same meaning as ascribed in the State of Illinois Video Gaming Act, 230 ILCS 40/5 et.seq. and any successor statute.

(b). Establishment shall mean any business licensed by the State of Illinois to have or operate a video gaming device in the City of Decatur and shall include any “licensed establishment,” “licensed fraternal establishment,” “licensed veterans establishment,” and “licensed truck stop establishment” as those terms are defined in the State of Illinois Video Gaming Act, 230 ILCS 40/5 et.seq. and any successor statute.

(c). Distributor shall have the same meaning as ascribed in the State of Illinois Video Gaming Act, 230 ILCS 40/5 et.seq. and any successor statute.

(d). Terminal Operator shall mean an individual, partnership, corporation, or limited liability company that is licensed under the State of Illinois Video Gaming Act and that owns, services, and maintains video gaming terminals for placement in licensed establishments, licensed truck stop establishments, licensed fraternal establishments, or licensed veterans establishments. (Amended, Ordinance No. 2021-01, January 4, 2021)

(e). Play shall mean each individual push of the video gaming terminal which initiates the simulation provided by the video gaming terminal. Play shall not include the push of

Revised September 2021

individual wager amounts, selection of types of games on the video gaming terminal, or entry of any information or printing of winning receipts. (Amended, Ordinance No. 2021-46, September 7, 2021)

2. LICENSE REQUIRED. No establishment shall have on its premises nor any terminal operator place any video gaming terminal without first obtaining a video gaming license and paying the appropriate fee. (Amended, Ordinance No. 2021-01, January 4, 2021)

3. LICENSE APPLICATION REQUIREMENTS. Application shall be made as required to the Finance Department and shall state the following:

- (a). The legal name of the applicant;
- (b). The business name of the applicant;
- (c). The address of the establishment where the video gaming terminals are to be located;
- (d). The business office address of the establishment if different from the address of the establishment or business office address of the terminal operator;
- (e). A phone number for the applicant;
- (f). An e-mail address for the applicant, if any;
- (g). The name and address of every person owning more than a five percent (5%) share of the applicant;
- (h). For establishments, the name, address, phone number and e-mail address (if any) of any terminal operator or distributor owning, servicing or maintaining a video gaming terminal;
- (i). A copy of the applicant's State of Illinois Video Gaming License;
- (j). A statement as to the number of video gaming terminals which the applicant will have on its premises or place on an establishment's premises;

(k). A statement that the applicant is not in arrears in any tax, fee or bill due to the City of Decatur or State of Illinois;

(l). A statement that the applicant agrees to abide by all State and Federal laws and any local ordinance;

(m). A statement that no owner with more than a five percent (5%) interest or manager of the applicant has ever been convicted of a felony, a gambling offense, or a crime of moral turpitude. In the event that an establishment cannot provide such statement, the applicant may apply for a Certificate of Rehabilitation from the City Manager indicating that the individual who would disqualify the applicant from obtaining the Video Gaming License has been rehabilitated and is no longer a threat to violate the law. The City Manager may consider the nature of the offense, the length of time since the offense, the length of time since release from custody, and other factors to determine if the individual has rehabilitated himself such that he is no longer likely to commit another offense. (Amended, Ordinance No. 2021-01, January 4, 2021)

4. VIDEO GAMING LICENSE FEES.

(a). For establishments, there shall be no fee for a Video Gaming License per video gaming terminal per year. Video Gaming Licenses for establishments shall be issued by the Finance Department and shall be for a twelve-month period commencing on the first day of January of each year, except for the year 2021 in which each license and the privileges there under shall commence on the first day of March, 2021.

(b). For terminal operators, the fee for a Video Gaming License shall be Five Hundred Dollars (\$500.00) per video gaming terminal per year. Video Gaming Licenses for terminal operators shall be issued by the Finance Department and shall be for a twelve-month period commencing on the first day of March of each year. There shall be no pro-ration of any fee

except for new licensees. (Amended, Ordinance No. 2018-37, August 20, 2018) (Amended, Ordinance No. 2020-165, December 7, 2020) (Amended, Ordinance No. 2021-01, January 4, 2021)

5. NUMBER OF VIDEO GAMING TERMINALS. No establishment shall have on its premises more video gaming terminals than are permitted by the Video Gaming License.

6. UNLAWFUL ACTIVITY. No establishment or terminal operator shall permit the use of a video gaming terminal in any manner not authorized by State law including, but not limited to, improper location of terminals, lack of required oversight, payouts in excess of those provided by law, side bets, underage use, and other illegal gambling activities. (Amended, Ordinance No. 2021-01, January 4, 2021)

7. EMPLOYER RESPONSIBILITY. Any action by an employee of an establishment or terminal operator in violation of the provisions of this Ordinance shall be considered a violation committed by the establishment or terminal operator. (Amended, Ordinance No. 2021-01, January 4, 2021)

8. AMUSEMENT PUSH TAX. (Amended, Ordinance No. 2021-46, September 7, 2021)

(a). Effective October 1, 2021, and except as otherwise provided by this Chapter, an amusement push tax is imposed upon any person who participates in the playing of video gaming terminals that takes place in the City of Decatur. The rate of that tax shall be equal to one cent (\$.01) per play on a video gaming terminal.

(b). The tax imposed by this Chapter is in addition to all of the other taxes imposed by the State of Illinois or any municipal corporations or subdivisions thereof.

(c). Every terminal operator of any video gaming terminal located in the City shall apply for registration as a tax collector with the City no later than thirty (30) days after commencing use of the terminal, or thirty (30) days after the effective date of this Section imposing the amusement push tax, whichever comes later. The application shall be submitted to the City on forms provided by the City and shall contain such information as reasonable required by the City to impose, collect, and audit all amounts related to this tax.

(d). It shall be the joint and several duty of any terminal operator and licensed establishment to secure, from each person participating in the play of a video gaming terminal, the amusement push tax imposed by this Chapter. For purposes of this Chapter, it shall be presumed that the amount of amusement push tax imposed on each person has been collected from the person by the terminal operator or licensed establishment, unless the taxpayer or tax collector provides otherwise with books, records, or other documentary evidence.

(1) Amusement push tax payments accompanied by tax returns prescribed by the City shall be remitted to the City on or before the 20th day of the month following the month in which the payment for the amusement push tax is made.

(2) Every terminal operator of a video gaming terminal who is required to collect the amusement push tax by this Chapter shall be considered a tax collector for the City. All amusement push tax amounts collected shall be held by the terminal operator as trustee for, and on behalf of, the City. The failure of the terminal operator to collect the amusement push tax shall not excuse or release the individual person playing the video gaming terminal from the obligation to pay the tax. The ultimate incidence of the amusement push tax shall remain on the individual person playing the video gaming terminal, and shall never be shifted to the terminal operator.

(3) Notwithstanding any other provision of this Chapter, in order to permit sound fiscal planning and budgeting by the City, no person shall be entitled to a refund of, or credit for, the amusement push tax imposed by this Chapter unless the person files a claim for the refund or credit within one (1) year after the date on which the amusement push tax was paid or remitted to the City.

(4) All payments not remitted when due shall incur a penalty assessment on the unpaid balance at the rate of one and one half percent (1.5%) per thirty (30) day period, or portion thereof.

(f). Failure to report or false reports of taxes due shall be a violation of this Chapter.

(Amended, Ordinance No. 2021-46, September 7, 2021)

9. LICENSE REVOCATION. Any Video Gaming License may be revoked, after notice and hearing by the City Manager, or his designee, for any of the following reasons;

- (a). Failure to pay the Video Gaming License fee;
- (b). Violation of any law occurring on the establishment's premises committed by the establishment or terminal operator or an employee of the establishment or terminal operator;
- (c). Violation of any law or State regulation regarding video gaming or video gaming terminals;
- (d). Violation of any law occurring on the establishment's premises which the establishment or terminal operator did not take adequate means to prevent, or did not respond in an appropriate manner after it became aware of such violation;
- (e). Failure to pay or falsely reporting any tax, fee, or bill due to the City of Decatur; or
- (f). Failure to provide current information regarding the ownership or location of the business.

The rules of evidence shall not apply at the hearing and hearsay will be permitted. At the hearing, the City Manager, or his designee, shall determine by a preponderance of the evidence whether a lawful reason exists to revoke the license. The City Manager, or his designee, after determining that a lawful reason exists to revoke the license, shall also determine whether that lawful reason merits the sanction of a revocation of the license. (Amended, Ordinance No. 2021-01, January 4, 2021) (Amended, Ordinance, No, 2021-46, September 7, 2021)

10. INSPECTIONS. The holder of a video gaming license is hereby required to make available for inspection by police officers of the City any part of the premises. The terminal operator of any video gaming terminal(s) located in the City shall be subject to audit, inspection, and record keeping provisions of the City Code of Decatur. It shall be unlawful for any terminal operator, licensed establishment, or individual playing a video gaming terminal, to prevent, hinder, or interfere with the City, its officers, employees, or agents from discharging their respective duties in the performance, audit, or enforcement of the provisions of this Section. It is the duty of every terminal operator of any video gaming terminal to keep accurate and complete books and records for each video gaming terminal to which the City's officers, employees, or agents shall have full and complete access. (Amended, Ordinance No. 2021-46, September 7, 2021)

11. PENALTY. Any person, firm or corporation who shall violate any provision of this Chapter shall be fined not less than Two Hundred Fifty Dollars (\$250.00) nor shall more than Five Hundred Dollars (\$500.00) for each offense, and each day of a continuing violation be deemed a separate offense. The penalties or remedies provided herein shall be cumulative and resort to any one or more shall be no defense to prosecution of another.

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution	Ordinance
Narrative	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 22-2

January 3, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic & Community
Development
Susan Kretsinger, Neighborhood Inspections Manager

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

SUMMARY RECOMMENDATION: This is the second step, after the posting of a structure as unfit, which initiates the demolition process. City staff recommends approval.

BACKGROUND: This is the beginning of the process seeking court-ordered demolition of seven (7) unsafe and abandoned structures throughout the community.

POTENTIAL OBJECTIONS: None anticipated at this time.

INPUT FROM OTHER SOURCES: Legal Department staff.

BUDGET/TIME IMPLICATIONS: This list of demolitions could potentially be funded by grants. This action can vary, but is usually completed in 6 months from initiating the case, unless the case is contested through the courts.

STAFF REFERENCES: Should the City Council have any questions, they may contact Cordaryl M. Patrick, Director of Community Development, at 217-424-2727 or email cpatrick@decaturil.gov or Susan Kretsinger at 217-450-2347 (skretsinger@decaturil.gov).

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

**2461 E. Eldorado
1196 W. Green
650 N. Martin Luther King**

**426 W. Olive
884 W. Packard**

**1442 N. Union
555 W. William**

WHEREAS, the Council of the City of Decatur, Illinois, has found and does hereby find that certain structures within the City located on premises at the addresses set forth above, are dangerous and unsafe, or are uncompleted or abandoned; and

WHEREAS, it is in the better interest of the general public health, safety and welfare that said structures be repaired or demolished.

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

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such action as may be provided by law, including application for order of court, to cause said structures to be put in safe condition or, if not so repaired to be demolished.

PRESENTED AND ADOPTED this 3rd day of January 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Council Memo January 3, 2022

Resolution Authorizing Action Regarding Unsafe Structures

Eldorado, 2461 E. This property was posted as Unfit for Human Habitation in July 2021. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Green, 1196 W. This property was posted as Unfit for Human Habitation in October 2020. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Martin Luther King, 650 N. This commercial property was posted as Unfit for Human Habitation in October 2021 due to partial collapse. Gas, electric and water services have been terminated.

Olive, 426 W. This property was posted as Unfit for Human Habitation in December 2021. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Packard, 884 W. This property was posted as Unfit for Human Habitation in April 2021. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

Union, 1442 N. This property was posted as Unfit for Human Habitation in November 2021. This structure has significant structural deficiencies. Gas and water services have been terminated.

William, 555 W. This property was posted as Unfit for Human Habitation in December 2021. This structure has significant structural and roof deficiencies. Gas, electric and water services have been terminated.

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of vacant building with Hutchins Excavating for 826 E. Main.

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution	Ordinance
Exhibit A	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 22-1

January 3, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic & Community Development
Susan Kretsinger, Neighborhood Inspections Manager

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of vacant building with Hutchins Excavating for 826 E. Main.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The buildings at 826 E. Main, 1087 E. North, 1125 N. Monroe, 2509 E. Prairie and 1204 E. Walnut were put out to bid, along with five other properties. This is one of five (5) properties that crossed the threshold for council approval. The other five properties are: 965 E. Cleveland, Clancy Coleman Excavating (\$18,690); 936 E. Garfield, Hutchins Excavating (\$6,000); 1049 W. Green, Hutchins Excavating (\$6,500); 1305 E. Leafland, Parkland Environmental (\$15,800); and 1402 E. Wood, Parkland Environmental (\$13,500).

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Taylor, Purchasing Supervisor; Susan Kretsinger, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Susan Kretsinger at 217-450-2347 or skretsinger@decaturil.gov.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
HUTCHINS EXCAVATING FOR
THE DEMOLITION OF THE VACANT BUILDING AT
826 E. MAIN STREET

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 826 E. Main St., Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Hutchins Excavating in the amount of \$25,562 for 826 E. Main St. be hereby accepted, and purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Hutchins Excavating for their total bid price of \$25,562 for 826 E. Main St.

PRESENTED and ADOPTED this 3rd day of January 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Page 32 of 68

No Bid:
O'Shea Builders
Lourash & Mahannah Excavation

SUBJECT: Resolution Authorizing the Execution of Agreement with Steve's Trucking for the Demolition of the Vacant Building at 1087 East North Street

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution	Ordinance
Exhibit	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 22-3

January 3, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic & Community Development
Susan Kretsinger, Neighborhood Inspections Manager

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of vacant building with Steve’s Trucking for 1087 E. North.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The buildings at 826 E. Main, 1087 E. North, 1125 N. Monroe, 2509 E. Prairie and 1204 E. Walnut were put out to bid, along with five other properties. This is one of five (5) properties that crossed the threshold for council approval. The other five properties are: 965 E. Cleveland, Clancy Coleman Excavating (\$18,690); 936 E. Garfield, Hutchins Excavating (\$6,000); 1049 W. Green, Hutchins Excavating (\$6,500); 1305 E. Leafland, Parkland Environmental (\$15,800); and 1402 E. Wood, Parkland Environmental (\$13,500).

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Taylor, Purchasing Supervisor; Susan Kretsinger, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Susan Kretsinger at 217-450-2347 or skretsinger@decaturil.gov.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
STEVE'S TRUCKING FOR
THE DEMOLITION OF THE VACANT BUILDING AT
1087 E. NORTH STREET

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 1087 E. North St., Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Steve's Trucking in the amount of \$25,910 for 1087 E. North St. be hereby accepted, and purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Steve's Trucking for their total bid price of \$25,910 for 1087 E. North St.

PRESENTED and ADOPTED this 3rd day of January 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Property - 1087 E North		Steve's Trucking Decatur, IL		JRH Services Decatur, IL		Clancy Coleman Excavating Pana, IL		Parland Environmental Springfield, IL		Sultan General Construction St Louis, MO		Hutchins Excavating Decatur, IL	
Bid Date: 12/14/21 Time: 9:00 a.m.													
Description	QTY	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price					
Demolition of Property - 1087 E North													
Demolition	1	\$14,040.00	\$11,509.00	\$28,360.00	\$12,600.00	\$17,600.00	\$32,800.00						
Asbestos	1	\$8,370.00	\$9,207.00		\$9,060.00	\$9,515.00	\$9,060.00						
Plumbing	1	\$3,500.00	\$7,000.00		\$7,000.00	\$3,500.00	\$6,500.00						
TOTAL		\$25,910.00	\$27,716.00	\$28,360.00	\$28,660.00	\$30,615.00	\$48,360.00						

No Bid:
AJ's Custom Contracting
Dary Burnett Concrete
Lourash & Mahannah Excavation
O'Shea Builders

SUBJECT: Resolution Authorizing the Execution of an Agreement with Parkland Environmental for the Demolition of the Vacant Building at 1125 North Monroe Street

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution	Ordinance
Exhibit A	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 22-4

January 3, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic & Community Development
Susan Kretsinger, Neighborhood Inspections Manager

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of vacant building with Parkland Environmental for 1125 N. Monroe.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The buildings at 826 E. Main, 1087 E. North, 1125 N. Monroe, 2509 E. Prairie and 1204 E. Walnut were put out to bid, along with five other properties. This is one of five (5) properties that crossed the threshold for council approval. The other five properties are: 965 E. Cleveland, Clancy Coleman Excavating (\$18,690); 936 E. Garfield, Hutchins Excavating (\$6,000); 1049 W. Green, Hutchins Excavating (\$6,500); 1305 E. Leafland, Parkland Environmental (\$15,800); and 1402 E. Wood, Parkland Environmental (\$13,500).

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Taylor, Purchasing Supervisor; Susan Kretsinger, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Susan Kretsinger at 217-450-2347 or skretsinger@decaturil.gov.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
PARKLAND ENVIRONMENTAL FOR
THE DEMOLITION OF THE VACANT BUILDING AT
1125 N. MONROE

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 1125 N. Monroe, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Parkland Environmental in the amount of \$21,300 for 1125 N. Monroe be hereby accepted, and purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Parkland Environmental for their total bid price of \$21,300 for 1125 N. Monroe.

PRESENTED and ADOPTED this 3rd day of January 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Property - 1125 N Monroe Bid Date: 12/14/21 Time: 9:00 a.m.		Sultan General Construction St Louis, MO	Parkland Environmental Springfield, IL	Hutchins Excavating Decatur, IL	Clancy Coleman Excavating Pana, IL	JRH Services Decatur, IL
Description	QTY.	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Demolition of Property - 1125 N Monroe						
Demolition	1	\$14,700.00	\$13,700.00	\$25,000.00	\$33,540.00	\$31,500.00
Asbestos	1	\$700.00	\$600.00	\$600.00		\$2,046.00
Plumbing	1	\$3,500.00	\$7,000.00	\$6,500.00		\$7,000.00
TOTAL		with drama \$18,900.00	\$21,300.00	\$32,100.00	\$33,540.00	\$40,546.00

No Bid:

AJ's Custom Contracting

Dary Burnett Concrete

Lourash & Mahannah Excavation

O'Shea Builders

Steve's Trucking

SUBJECT: Resolution Authorizing the Execution of an Agreement with Clancy Coleman
Excavating for the Demolition of the Vacant Buildings at 2509 East Prairie Avenue and 1204 East
Walnut Street

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution	Ordinance
Exhibit A	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 22-5

January 3, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic & Community Development
Susan Kretsinger, Neighborhood Inspections Manager

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of vacant building with Clancy Coleman Excavating for 2509 E. Prairie and 1204 E. Walnut.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The buildings at 826 E. Main, 1087 E. North, 1125 N. Monroe, 2509 E. Prairie and 1204 E. Walnut were put out to bid, along with five other properties. These are two of five (5) properties that crossed the threshold for council approval. The other five properties are: 965 E. Cleveland, Clancy Coleman Excavating (\$18,690); 936 E. Garfield, Hutchins Excavating (\$6,000); 1049 W. Green, Hutchins Excavating (\$6,500); 1305 E. Leafland, Parkland Environmental (\$15,800); and 1402 E. Wood, Parkland Environmental (\$13,500).

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Taylor, Purchasing Supervisor; Susan Kretsinger, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Susan Kretsinger at 217-450-2347 or skretsinger@decaturil.gov.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
CLANCY COLEMAN EXCAVATING FOR
THE DEMOLITION OF THE VACANT BUILDING AT
2509 E. PRAIRIE AVE. AND 1204 E. WALNUT

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 2509 E. Prairie Ave. and 1204 E. Walnut, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Clancy Coleman Excavating in the amount of \$22,908 for 2509 E. Prairie Ave. and \$24,222 for 1204 E. Walnut be hereby accepted, and purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Clancy Coleman Excavating for their total bid price of \$22,908 for 2509 E. Prairie Ave. and \$24,222 for 1204 E. Walnut.

PRESENTED and ADOPTED this 3rd day of January 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Property - 2509 E Prairie Bid Date: 12/14/21 Time: 9:00 a.m.		Ciancy Coleman Excavating Pana, IL	Steve's Trucking Decatur, IL	Hutchins Excavating Decatur, IL	JRH Services Decatur, IL	Parkland Environmental Springfield, IL	Sultan General Construction St Louis, MO
Description	QTY	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Demolition of Property -							
2509 E Prairie							
Demolition	1	\$22,908.00	\$10,547.00	\$9,985.00	\$9,481.25	\$11,865.00	\$16,318.00
Asbestos	1		\$9,300.00	\$8,675.00	\$10,230.00	\$8,675.00	\$9,110.00
Plumbing	1		\$3,500.00	\$6,500.00	\$7,000.00	\$7,000.00	\$3,500.00
TOTAL		\$22,908.00	\$23,347.00	\$25,160.00	\$26,711.25	\$27,540.00	\$28,928.00

No Bid:

Al's Custom Contracting

Dary Burnett Concrete

Lourash & Mahannah Excavation

O'Shea Builders

Project Name: Demolition of Property - 1204 E Walnut		Clancy Coleman Excavating Pana, IL	Sultan General Construction St Louis, MO	Parkland Environmental Springfield, IL	Hutchins Excavating Decatur, IL	JRH Services Decatur, IL	Steve's Trucking Decatur, IL
Bid Date: 12/14/21 Time: 9:00 a.m.							
Description	QTY	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Demolition of Property -							
1204 E Walnut							
Demolition	1	\$24,222.00	\$15,000.00	\$12,600.00	\$24,800.00	\$12,555.00	\$20,010.00
Asbestos	1		\$6,000.00	\$5,700.00	\$5,700.00	\$21,660.00	\$21,160.00
Plumbing	1		\$3,500.00	\$7,000.00	\$6,500.00	\$6,000.00	\$3,500.00
TOTAL		\$24,222.00	\$24,500.00	\$25,300.00	\$37,000.00	\$40,215.00	\$44,670.00

No Bid:
AJ's Custom Contracting
Dary Burnett Concrete
Lourash & Mahannah Excavation
O'Shea Builders

Neighborhood Services

DATE: 1/3/2022

MEMO: 2022-6

TO: Mayor Julie Moore Wolfe and City Council Members

FROM:

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution	Resolution Letter
Amendment	Executive Summary
Dove correspondence	Exhibit

ECONOMIC & COMMUNITY DEVELOPMENT MEMORANDUM

No. 22-6

January 3, 2022

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic & Community Development
Richelle L. Dunbar, Asst. Dir. of Economic & Community Development

SUBJECT: Amended Agreement with Dove, Inc. for Coronavirus State and Local Fiscal Recovery Funds (CLFRF) established by the American Rescue Plan Act (ARP) of 2021.

RECOMMENDATION: Staff recommends amending the current one year subrecipient agreement with Dove, Inc., to expand the City of Decatur’s COVID Relief program. This amendment expires July 31, 2022 and would provide \$300,000 in ARP funds for: rent, mortgage, and utility relief to eligible Decatur residents.

BACKGROUND: The City of Decatur has an existing agreement with Dove, Inc. for \$450,000 to provide rent, mortgage and utility assistance to eligible residents to Covid affected residents. Since entering into the agreement in August 2021, Dove has assisted 160 families. Unfortunately, there is still a great demand. Residents continue to inquire about assistance but all funds have been depleted.

Dove, Inc., has an extensive history of assisting Decatur residents. Dove Financial Services, which is housed at Northeast Community Fund, has an existing system in place to assist with rent, mortgage and utility assistance. They also are linked to the OASIS program, which is used by other local agencies who receive COVID assistance to ensure there is no duplication of services.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: Comments and information were secured through public meetings and input from a variety of community organizations. Utility, rent and mortgage assistance was a documented need.

STAFF REFERENCE: Should the City Council have any questions, they may contact Richelle L. Dunbar, at 217-424-2864 or e-mail rdunbar@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

RESOLUTION NO. R2022_____

**RESOLUTION AUTHORIZING ADDITIONAL FUNDING FOR DOVE, INC. TO
PROVIDE MORTGAGE, RENT AND UTILITY ASSISTANCE TO ELIGIBLE COVID
IMPACTED RESIDENTS**

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

Section 1. That ARP Funds in the amount of three hundred thousand dollars (\$300,000) may be provided to DOVE, Inc. to be used exclusively for rent, mortgage and utility assistance under the terms and conditions set forth and approved by the City Council on August 2, 2021. These funds will come from unexpended monies allocated to other ARP eligible line items.

Section 2. The City Manager and/or his designee is authorized and directed to sign an amended Agreement with DOVE, Inc. incorporating these terms and conditions.

PRESENTED AND ADOPTED this 3rd day of January, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**AMENDMENT TO
DOVE AGREEMENT FOR ADDITIONAL COVID RELIEF FUNDS**

This Amendment to the Dove, Inc. Agreement which provides ARP COVID relief funds (this “Amendment”) is entered into as of January __, 2022 (the “Effective Date”) by and between the City of Decatur of the State of Illinois (“City”) and Dove, Inc., an Illinois nonprofit (“Partner”). City and Partner may be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

- A. The Parties have entered into an Agreement to provide for relief funds to be distributed to those households impacted by COVID for rent, mortgage and utility assistance, dated August 12, 2021; and
- B. The Parties desire to amend the Agreement to provide for additional funds among the parties as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties intend to be legally bound and agree as follows:

- 1. Amendments. As of the Effective Date, the Agreement is hereby amended as follows:

V. The total appropriation shall not exceed Seven Hundred Fifty Thousand (\$750,000) amended from previous limit of Four Hundred Fifty Thousand (\$450,000), for an increase of Three Hundred Thousand (\$300,000)

VII. The City agrees to fund the program up to Seven Hundred Fifty Thousand (\$750,000) amended from previous limit of Four Hundred Fifty Thousand (\$450,000), for an increase of Three Hundred Thousand (\$300,000)

All other terms and conditions of the Agreement remain in effect, beyond this amendment increase the allocation of funds.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

CITY OF DECATUR:

Cordaryl M. Patrick, Director
Economic & Community Development

Date

DOVE, Inc.

Tamara Wilcox, Executive Director

Date



In Pursuit of Justice, Equality and Understanding

Dove Financial Assistance

City of Decatur, Rent and Utility Assistance

We have been able to help 160 families with rent, mortgage and utility assistance totaling \$414,793 (\$8,793 over budget). This assistance helped families to remain in their homes and keep the utilities on.

300 applications were denied. Most denials were for the lack of required paperwork, unable to make a hardship due to COVID or follow-up on the client's part. We did our best to investigate the legitimacy of each application by checking ownership of homes, employment & wage verification.

We are continuing to see a need. Particularly for the working family that has to stay at home with their children because of COVID exposure or due to having COVID. We see families who live paycheck to paycheck so losing even a week's income puts them behind. For families who have multiple children this is particularly hard when you have to take off work multiple times. We at Dove have even seen our staff struggle with this. We have talked to landlords who have also struggled during this pandemic but continue to try to work with their tenants. We are seeing families reach out for assistance that have not ever had to do so before. We are keeping a list of families who are still needing assistance.

The Multi Agency Resource Center (MARC) that operated out of the library was very helpful to families needing assistance. The agencies continue to work together so that we can best use the funds we all have for assistance. We have had 3 families pay back the assistance they received after getting approved through another source (IHDA).

We will refer clients to other funding sources or agencies if we can so that we can make the best use of funds and be able to help more people.

Community Partners working together include: Northeast Community Fund, Salvation Army And Economic Opportunity Corporation (EOC).

Questions can be addressed to Tammy Wilcox, Executive Director, Dove, Inc.

Dove, Inc. • 302 S. Union • Decatur, IL 62522 • 217.428.6616

• BABES • Domestic Violence • RSVP • Clothing Room • DFA • Homeward Bound •

SUBJECT: Resolution Authorizing an Agreement with the Central Illinois Land Bank for Rehabilitation Services

ATTACHMENTS:

Description	Type
CILBA ARP Memo	Cover Memo
Resolution for CILBA ARP Funds	Resolution Letter
CILBA ARP Agreement	Backup Material
CILBA Request to Decatur for ARP	Backup Material

DATE: December 20, 2021

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

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

RE: Agreement with the Central Illinois Land Bank Authority for Rehabs

The City Council #1 priority is neighborhood revitalization. Realizing this goal, in the past, has been partially hampered by insufficient resources to invest in our neighborhoods beyond keeping up with the necessary demolitions. When the City was provided new revenue under the American Rescue Plan, the City Council allocated a significant portion to rehabilitation in target neighborhoods. This item advances revitalization through rehabilitation. The City allocated millions of ARP funds to be used under the eligible activity of increasing high-quality affordable housing. To achieve this staff has proposed three different types of residential rehabs: owner-occupied, rental property rehabs, and this piece of rehabilitation of vacant houses.

This proposed agreement with CILBA will provide for \$500K to be used in rehabbing vacant properties within Decatur to add higher quality housing stock. The City anticipates staff managing the first two rehab programs utilizing existing or temporary supplemental city staff. We are proposing utilizing CILBA (and others in the future) to manage the vacant structures program, utilizing their experience in doing these same activities in other communities in Central Illinois. This program seeks to replicate a similar initiative being done by the Community Partners for Affordable Housing (CPAH), a HUD certified nonprofit working in suburban Chicago. CPAH understood that rehabs in some underserved markets would never pencil out so on average they spent \$100k rehabbing a home that might sell for \$50k – they projected a subsidy of \$50k per home with the goal of creating new homeownership opportunities. This program has been successful and is worthy of replicating here in Decatur, particularly in light of how well it fits into our neighborhood revitalization goal. If the City is happy with CILBA's execution of this program we can hopefully expand it to a larger scale in the future.

The basic framework of this program is that the City will identify and obtain the title to vacant houses that are determined to be rehab-able. CILBA and the City will manage the rehab of these houses, utilizing partnerships with Trades & Labor Council, Workforce Development Solutions, and local contractors. Some of the houses will likely be used as the classrooms for the pre-apprenticeship programs, providing our local residents hands on experience as well as a new marketable skill set. Upon successful completion of the rehab, the City will seek out new first-time home buyers for these houses, again by partnering with our larger employers to create this pipeline of potential homeowners. This program will provide new opportunities for our severely rent burden residents to have a chance at home ownership and generational wealth. This program will run in parallel with, and be complimentary to, other residential rehab programs using ARP funds allocated for housing rehabs.

RESOLUTION NO. R_____

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

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

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

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

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

Section 1. The City agrees to provide the sum of Five Hundred Thousand Dollars (\$500,000) from its portion of ARP funds already allocated by the City Council for neighborhood revitalization initiatives upon execution of the Agreement as attached.

Section 2. That the City Manager, or their designee be, and they are hereby, authorized and directed to execute the Agreement between the City of Decatur, Illinois and Central Illinois Land Bank Authority in accordance with any requirements of the American Rescue Plan.

PRESENTED AND ADOPTED this 3rd day of January, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. Under this agreement, CILBA shall act as an independent contractor of the City, and shall not bind nor attempt to bind the City to any contract or agreement. As an independent contractor, CILBA shall obtain building permits and inspections from the City, as needed, though the City may elect to waive some or all of the fees associated with such.

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2022.

City of Decatur, Illinois

Central Illinois Land Bank Authority

By: _____

By: _____

Its: _____

Its: _____



DECATUR ABANDONMENT TO REHAB PILOT PROGRAM

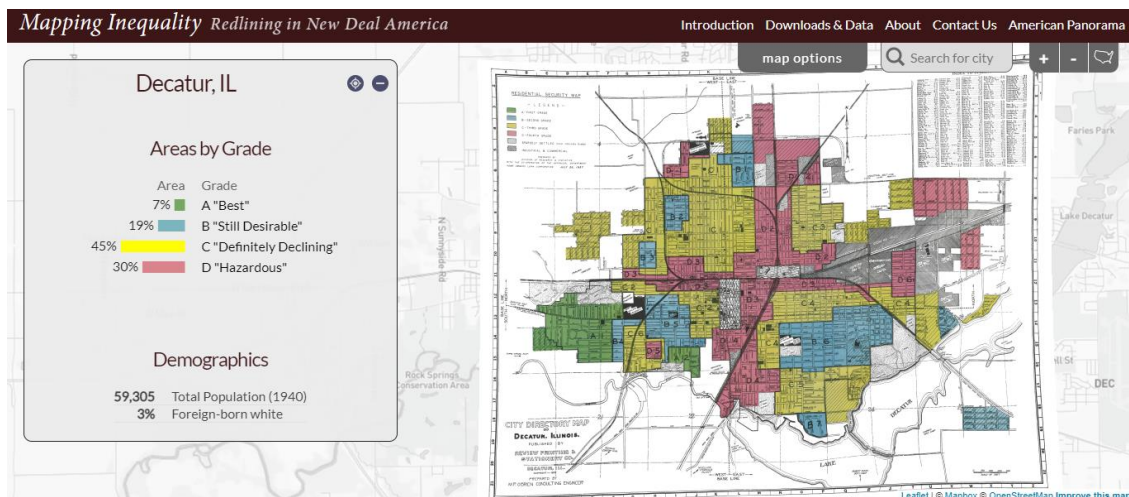
OVERVIEW:

The Central Illinois Land Bank Authority's *Abandonment to Rehab* Program will collaborate with the City of Decatur to identify abandoned properties that can be saved, rehab the home to code standards, and sell to first time homebuyers. The goal of this program is to keep properties on the tax rolls that may likely become demolition candidates in the next five years with no intervention, strengthen neighborhoods one block at a time with strategic rehabs, and provide homeownership opportunities to low- and moderate-income residents that want to purchase their first home.

This program, funded by City's American Rescue Plan Act (ARPA) funds, will seek to replicate a similar initiative done by the Community Partners for Affordable Housing (CPAH); a HUD certified nonprofit working in suburban Chicago, which was seeded with \$2 Million in funding from Illinois Attorney General Settlement for the housing crisis ten years ago. CPAH understood that rehabs in some underserved markets would never pencil out so on average they spent \$100k rehabbing a home that might sell for \$50k – they projected a subsidy of \$50k per home with the goal of creating new homeownership opportunities.

Due to population loss over the last 40 years, there is an estimated excess of 4200+ vacant homes in Decatur. Compared to the cost of new construction, which will easily exceed \$200k or more per unit, creating homeownership opportunities via strategic rehabs makes a lot of economic sense. If you consider that a new construction rental unit financed through Low Income Housing Tax Credit costs \$300-500k, this is an initiative the state could expand upon in the future for regions losing population that do not need new housing units – what's needed is new subsidy sources to save existing homes before they become demolition candidates. Once a home is demolished, it will likely never be replaced with a new one in Decatur – which further erodes the tax base.

As evidenced by the *Mapping Inequality* redlining map below, banks historically classified 75% of the City's urban code neighborhoods as "declining" or "hazardous" – which prevented residents of those neighborhoods from obtaining loan to invest in homes.



This *Abandonment to Rehab* initiative presents the City with an opportunity to move from a reactive approach on blight/disinvestment to a proactive one in which they are actively partnering with a regional land bank to save homes before they become the next round of demolitions. Beyond preserving the tax base and saving money on future demolitions, this provides a partnership opportunity with the Community Investment Corporation of Decatur (CICD). They are the only HUD approved homeownership counseling organization in the City and are well positioned to help create a pipeline of first time homebuyers that are ready to purchase the homes CILBA can rehab under this program. This initiative would also provide opportunities for anchor employers like hospitals and higher education to provide additional support, such as down payment assistance, so their employees can live near where they work.

PROGRAM GUIDELINES AND PROCEDURES:

For an Abandonment to Rehab program to work well, there are three critical components: 1) the City will identify a pool of at least 10 homes worth saving in strategic neighborhoods and obtain title within 12 months, 2) CILBA manages these rehabs utilizing workforce partners and/or local labor to code standards for approx. \$100k each and resells for \$50k, and 3) CICD is working on a parallel track to educate a pool of future eligible homeowners and providing the financial literacy skills needed for residents to succeed.

Any net proceeds from the sale of properties under this program will be returned into the program to be reused. CILBA will be entitled to an administrative overhead not to exceed 20% of project costs. All work requiring permits will be permitted and inspected by the City at no cost to CILBA. Any net proceeds from the sale of properties under this program will be returned into the program. To be eligible for the First Time Homebuyers benefit, an applicant's income must be vetted by CICD to ensure they fall within the 60-120% AMI range as determined by HUD standards. To prevent people from "flipping" homes shortly after a sale, there will likely need to be resale/recapture provisions for five years after the sale. The ultimate goal of this pilot is to determine if this is a scalable program to increase the supply of affordable high-quality housing units with as little as \$50K subsidy.

REQUEST:

This contract deploys \$500,000 from the City of Decatur's American Rescue Plan Act (ARPA) allocations. State and Local ARPA funds must be used to respond to or mitigate COVID-19 or its negative economic impacts; cover costs incurred because of the emergency; or replacement revenue that was lost, delayed, or decreased because of the emergency.¹ Across the country, families, households, and individuals lost income, stability, and their health. Financial hardships caused by the COVID-19 pandemic hit low- and moderate-income families especially hard due to widespread job loss and reduction in hours.² Opportunities for low-income households to save money has been especially difficult during the pandemic.³ This means that the American dream of homeownership will continue to be just that – a “dream” – for many residents that feel left behind unless we start crafting programs like the one proposed.

According to a recent *Housing Market and Real Estate Feasibility Analysis* from Teska Associates, over 40% of the City's renters face extreme rent burden – which is far higher than the state average. Some of the same households paying high rent could have a lower monthly payment and actually own a home. New tools in the toolbox are needed to break the cycle of disinvestment in Decatur and this pilot is a step in the right direction to address the historic racism and redlining that resulted in the blight we see today.

¹ Carrie J. Cecil, Laura H. Theilmann, Michael D. Elliot, Denise Y. Barkdull. “You Received ARPA Funds: Now What?”. Frost, Brown, Todd Attorneys LLC. June 3, 2021. <https://frostbrowntodd.com/you-received-arpa-funds-now-what/>

² Michael Karpman, Dulce Gonzalez, Genevieve M. Kenney. “Parents Are Struggling to Provide for Their Families during the Pandemic”. Urban Institute. May 21, 2020. https://www.urban.org/research/publication/parents-are-struggling-provide-their-families-during-pandemic?utm_source=urban_researcher&utm_medium=email&utm_campaign=covid_parents&utm_term=lhp

³ Kim Parker, Rachel Minkin, Jesse Bennet. “Economic Fallout from COVID-19 Continues to Hit Lower-Income Americans the Hardest”. Pew Research Center. September 24, 2020. <https://www.pewresearch.org/social-trends/2020/09/24/economic-fallout-from-covid-19-continues-to-hit-lower-income-americans-the-hardest/>

City Clerk

DATE: 12/27/2021

MEMO:

TO: Mayor Moore Wolfe and City Council

FROM: City Manager, Scot Wrighton

SUBJECT: Discussion Item Only: COVID/Public Health Measures

City Clerk

DATE: 12/23/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing Intergovernmental Agreement - City of Decatur Illinois -
County of Macon

SUMMARY RECOMMENDATION: It is recommended that the intergovernmental agreement be approved. The City Council has already approved the agreement with the consultant. To fully implement the agreement requires a separate agreement between the city and the county because the two units of local government are splitting the consulting fee.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement City/County	Backup Material

RESOLUTION NO. R2022- _____

**RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT
-CITY OF DECATUR ILLINOIS-
-COUNTY OF MACON-**

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

Section 1. That the Intergovernmental Agreement presented to the Council herewith, between THE CITY OF DECATUR, ILLINOIS, AND THE COUNTY OF MACON, whereby they may share services and expenses, be, and the same is hereby, received, placed on file and approved.

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

PRESENTED AND ADOPTED this 3rd day of January, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

AGREEMENT

WHEREAS, the City of Decatur, Illinois (“City”) and the County of Macon (“County”) are units of local government as defined by Article VII of the Constitution of the State of Illinois, and public agencies, as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.), and are therefore authorized and empowered to enter into intergovernmental agreements whereby they may share services and expenses; and,

WHEREAS, the City and the County have transportation needs and goals including the improvement of such for their residents, businesses and visitors; and,

WHEREAS, the City and the County desire to seek and utilize funding opportunities from alternate sources; and,

WHEREAS, the City is negotiating a Consulting Services Agreement with Ann L. Schneider and Associates LLC (“ALSA Agreement”) to provide services relating to the transportation needs and goals of the City and the County; and,

WHEREAS, the City and the County desire to share the expenses in the pursuit of their transportation needs and goals; and,

WHEREAS, the City and the County agree that the following terms and conditions will promote efficiency and economy in the goals of the City and the County.

NOW, THEREFORE, in consideration of the following provisions, the City and the County agree as follows:

1. **CONSULTING SERVICES.** The City shall negotiate a Consulting Services Agreement (“ALSA Agreement”) with Ann L. Schneider and Associates LLC (“ALSA”) to furnish certain consulting services related to the transportation needs and goals of the parties including but not limited to:

A. Advising on accomplishing the transportation improvement goals of the City and County;

B. Advising on federal funding opportunities and state infrastructure funding opportunities and the packaging of said opportunities to maximize consideration and developing opportunities for state and federal investments into key infrastructure projects;

C. Serving as a transportation improvement project manager to assist in project prioritization, development and evaluation of funding and financing alternatives and procurement assistance for financial advisors as needed.

2. COSTS. The ALSA Agreement shall be negotiated for a maximum annual retainer of Sixty Thousand Dollars (\$60,000.00). The County agrees to reimburse the City for one-half of the retainer pursuant to this Agreement. The County agrees to pay its half within thirty (30) days from the acceptance of this Agreement by both the City and the County and acceptance of the ALSA Agreement by the parties.

3. EXTRAORDINARY COSTS. The City and County recognize that the retainer amount set forth above includes ordinary costs and expenses. If extraordinary costs and expenses need to be incurred and are approved pursuant to the terms of the ALSA Agreement, the County shall reimburse the City for one-half of those extraordinary costs and expenses subject to the City first providing written notice to the County of the proposed extraordinary costs and expenses and the County's approval of said costs and expenses.

4. TERMS. This Agreement shall be effective as of the date it is entered into and shall continue in full force and effect for one (1) year with an additional one (1) year automatic renewal period.

5. TERMINATION. This Agreement shall terminate if the ALSA Agreement between the City and ALSA is not entered into or is terminated pursuant to the terms of the ALSA Agreement. This Agreement may be terminated by either party by providing thirty (30) days written notice to the other party of its intent to terminate. Any monies paid by either party pursuant to the Agreement up to the date of termination shall be non-refundable.

6. RELEASE. To the extent permitted by law, each party hereto does hereby fully and forever release and discharge the other parties, and the County and Board members, employees, officers and agents of same, in both individual and official capacities, from any and all claims, demands, damages, rights of action or causes of action, present or future, whether due to negligence or otherwise, resulting from or arising out of the compliance, or attempted compliance, by same with the terms and provisions hereof.

7. CONFLICTS. Should a possible conflict arise between the City and the County at any time during the term of this Agreement between the interests of the Parties and/or ALSA, the County shall notify the City of such and the City shall notify the ALSA to promptly refrain from performing services with respect to such area of conflicting interest.

8. COMPLIANCE WITH LAWS. The parties recognize and agree that each has a duty to comply fully with the applicable federal, state and local laws relating to any and all activities undertaken pursuant to this Agreement and each agrees to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

9. SEVERABILITY. All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

10. ENTIRE AGREEMENT. This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect of any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and authorized and signed by both parties.

DATED this _____ day of _____, 2022.

THE CITY OF DECATUR, ILLINOIS

BY: _____
City Manager

THE COUNTY OF MACON, ILLINOIS

BY: _____
County Board Chairman

City Clerk

DATE: 12/23/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Reappointment - Decatur Area Convention & Visitors Bureau Board of Directors

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointment of Angela Harper to the Decatur Area Convention & Visitors Bureau Board of Directors.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Angela Harper Decatur Area Convention & Visitor's Bureau Board of Directors 12/31/2024

DATED this 3rd day of January, 2022.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2022-_____
RESOLUTION APPROVING REAPPOINTMENT

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 reappointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 3rd day of January, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 3rd day of January, 2022.

Julie Moore Wolfe, Mayor