



**Monday, April 7, 2025**  
**5:30 PM**  
**City Council Chamber**

## **CITY COUNCIL AGENDA**

### **I. Call to Order**

1. Roll Call
2. Pledge of Allegiance

### **II. Appearance of Citizens**

#### Policy relative to Appearance of Citizens:

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

### **III. Approval of Minutes**

1. Approval of Minutes of March 17, 2025 City Council Meeting

### **IV. Unfinished Business**

### **V. New Business**

1. Resolution Accepting Proposal of Arndt Municipal Support Inc. (AMS) for a Classification and Compensation Study
2. Resolution Authorizing a Development Agreement with K.C. Finds, LLC
3. Resolution Authorizing the City Manager to Execute a Contract with Clifton Larson Allen LLP for Professional Business Assessment Services
4. City Manager Update
5. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent

Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.

- A. Receiving and Filing of Minutes of Boards and Commissions
- B. Resolution Authorizing Approval to Renew Annual License and Support Agreement from Tyler Technologies, Inc. for the MUNIS Enterprise Financial Software Suite
- C. Ordinance Annexing Territory 2983 South Wheatland Road
- D. Resolution Approving the Purchase and Installation of Two (2) Emergency Warning Sirens
- E. Resolution Authorizing Execution of Purchase Order between City of Decatur, Illinois and Paul Tree Farms, LLC for Tree Installation Contract
- F. Ordinance Rezoning Property From R-6 Multiple Dwelling District to B-2 Commercial District - 234 East Marietta Street
- G. Ordinance Amending Zoning Ordinance - Section XXIV Fences
- H. Resolution Authorizing the Execution of an Agreement with D&S Management Realty Partners for 2025 Weed Abatement
- I. Resolution Authorizing the Execution of an Agreement with Jandi Services for 2025 Weed Abatement
- J. Resolution Authorizing the Execution of an Agreement with Ricky Wofford for 2025 Weed Abatement
- K. Resolution Authorizing the Execution of an Agreement with Roots Lawncare for 2025 Weed Abatement
- L. Resolution Authorizing the Execution of an Agreement with Taylor Made Landscaping for 2025 Weed Abatement
- M. Resolution Authorizing the Execution of an Agreement with F&E Lawn and Janitorial Service for 2025 Weed Abatement
- N. Resolution Authorizing the Execution of an Agreement with Inherited Services LLC for 2025 Weed Abatement

**VI. Other Business**

**VII. Adjournment**

## CITY COUNCIL MINUTES

Monday, March 17, 2025

On Monday, March 17, 2025, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Tim Gleason attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Ms. Teagan Shull with Heritage Behavioral Health Center presented a Proclamation proclaiming March 2025 “Problem Gambling Awareness Month” in the City of Decatur.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Chris Hennebery, Teagan Shull, Amy Brown, Micah Ray, Bret Robertson, Poetress Browley, Anthony Chapple, Ayn Owens, Alyssa Swengel and Joel Blair.

Council members addressed comments made by citizens.

Mayor Moore Wolfe called for approval of the minutes.

The minutes of March 3, 2025, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, Pat McDaniel, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

2025-27 Ordinance Amending City Code Chapter 52.4 Massage Establishments, was presented. Councilwoman Gregory moved to take the item from the table, seconded by Councilman Kuhle.

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

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

Ms. Amy Waks, Assistant Corporation Counsel, gave a brief overview of the Ordinance and answered questions from Council members concerning the hours of operation.

Councilman Culp made a motion to amend the hours of operation to begin at 7:00 a.m. rather than 8:00 a.m., seconded by Councilman Kuhle.

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

Ms. Waks, Assistant Corporation Counsel, answered questions from Council members concerning fees and inspections.

Council members engaged in a conversation concerning the communication of proposed ordinances to the public.

Ms. Chris Henneberry provided comments to the Council concerning the proposed Ordinance.

Ms. Wendy Morthland, Corporation Counsel, discussed what prompted the proposed Ordinance.

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

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

Ms. Ruby James, Director of Finance, presented the Treasurer's Financial Report.

R2025-148 Resolution Authorizing City Manager to Terminate Agreements with Central Illinois Land Bank Authority, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Gleason gave a brief overview of the Resolution and answered questions from Council members regarding staff availability and potential cost savings.

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

2025-28 Ordinance Amending City Code Chapter 44 – Fire Prevention and Hazardous Materials Control, was presented. Councilman Culp moved the Ordinance do pass, seconded by Councilman Kuhle.

Fire Chief Neil Elder gave an overview of the Ordinance and answered questions from Council members regarding how the amendment to the Ordinance regarding lift assists achieved its intended goal.



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

Mr. Matt Newell, Director of Public Works, presented an online water records map prepared by staff enabling residents to enter their addresses to view the locations of galvanized service lines. He also answered questions from Council members about the inspection process and cost-sharing policy.

City Manager Gleason provided the City Manager Update, extending congratulations to Neil Elder for his promotion from Deputy Fire Chief of Operations to Fire Chief as of March 16, 2025. He also shared that Chief of Police Shane Brandel intends to retire on May 9, 2025, after 28 years of service with the Decatur Police Department. City Manager Gleason added that March 18, 2025, is Transit Driver Appreciation Day and expressed gratitude to all drivers for their hard work and dedication.

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

R2025-150 Item A. Resolution Authorizing Execution and Amendment of Section 5311 Grant Agreement

R2025-151 Item B. Resolution Authorizing Execution and Agreement of FY2026 Downstate Operating Grant Agreement

2025-29 Item C. Ordinance Authorizing the Providing of Public Transportation to Macon County

R2025-152 Item D. Resolution Accepting Special Warranty Relating to the Protection of Interests of Employees for Transit Financial Assistance Grant

2025-30 Item E. Ordinance Annexing Territory 3140 Turpin Road

2025-31 Item F. Ordinance Annexing Territory Property East of 3849 Cundiff Court

2025-32 Item G. Ordinance Annexing Territory Property East of 5030 Cundiff Court

2025-33 Item H. Ordinance Annexing Territory 3197 Kathy Court

R2025-153 Item I. Resolution Authorizing a 2025 Cash Rent Farm Lease with Peter Pistorius for Farm #5 in Harristown

R2025-154 Item J. Resolution Authorizing an Agreement Between the City of Decatur and Evan Burgett/Burgett Watering for Watering and Maintenance of Flowers and Plantings for the City of Decatur

R2025-155 Item K. Resolution Rejecting the Bids for Weed Abatement 2025 City/MCT, and Weed Abatement 2025 Privately Owned

2025-34 Item L. An Ordinance Authorizing the Ceding of Private Activity Bonding Authority for 2025

R2025-156 Item M. Resolution Approving Appointment - Decatur Metropolitan Exposition Auditorium & Office Building Authority (DBA: Civic Center Board Authority)

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

Cooper, Lisa Gregory, Pat McDaniel, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

Council members extended their congratulations to Shane Brandel on his plans to retire, and the Decatur Police Department and Decatur Fire Department for their collaborative efforts and teamwork.

There being no Other Business, Mayor Moore Wolfe called for Adjournment.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:55 p.m.

Approved \_\_\_\_\_  
Kim Althoff  
City Clerk

**COUNCIL MEMO**  
**HUMAN RESOURCES DEPARTMENT**  
**NO. 2025-01**

**DATE:** April 7, 2025

**TO:** Honorable Mayor Julie Moore Wolfe and City Council

**FROM:** Tim Gleason, City Manager  
French Wilson, Director of Human Resources

**SUBJECT:** A Resolution Accepting Proposal of Arndt Municipal Support Inc. (AMS) for a Classification and Compensation Study

**SUMMARY RECOMMENDATION:** Staff recommends approval of the attached resolution accepting the proposal of Arndt Municipal Support Inc. (AMS) for the purpose of a classification and compensation study.

AMS has extensive experience working with municipal organizations and has served more than a hundred villages and counties. AMS will:

- Review the competitiveness of our salary structures relative to other public sector and private sector employers.
- Review the alignment of job classifications and compensation with market conditions.
- Make recommendations for adjustments to address pay disparities, if necessary, to enhance employee satisfaction and retention.

AMS is a veteran-owned local government consulting firm that brings seventeen years of practical, executive-level municipal government leadership experience and four years of local government management consulting experience to the table. AMS has proudly supported the City of Decatur with two administrative policy update projects.

AMS will assist the City of Decatur align its job classifications and compensation within the current market in order to ensure fairness in compensation.

**STAFF REFERENCE:** Tim Gleason at [tgleason@decaturil.gov](mailto:tgleason@decaturil.gov)

**BUDGET/TIME IMPLICATION:** The estimated timeline is approximately 4 months with an estimated cost of \$35,070.00.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ACCEPTING PROPOSAL OF ARNDT MUNICIPAL SUPPORT INC.  
(AMS) FOR A CLASSIFICATION AND COMPENSATION STUDY**

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

**Section 1.** That the proposal presented herewith to the City Council from Arndt Municipal Support Inc. (AMS) for a classification and compensation study, 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 accept said proposal on behalf of the City of Decatur, Illinois.

**PRESENTED AND ADOPTED** this 7<sup>th</sup> day of April 2025.

\_\_\_\_\_  
Julie Moore Wolfe, Mayor

ATTEST:

\_\_\_\_\_  
Kim Althoff, City Clerk

# ARNDT MUNICIPAL SUPPORT INC. (AMS) PROPOSAL FOR SERVICES

City of Decatur, IL



## EXECUTIVE SUMMARY

Arndt Municipal Support, Inc. is a veteran-owned local government management consulting firm that only serves and supports local governments. Jim Arndt the President and CEO will serve as the project manager for this classification and compensation study. The study will include internal analysis using updated job descriptions, position analysis-internal equity interviews with the City Manager and department directors, and an external analysis through a compensation survey for up to ten comparable communities. The anticipated duration of this project is four months. These services will be provided on-site and remote. A formal report with recommendations will be presented to the City Manager at the completion of this project. The proposed project cost is \$35,070.00.

## OVERVIEW

Arndt Municipal Support Inc. (AMS) is pleased to submit this proposal for services to partner with the City of Decatur, Illinois for the completion of a **Classification and Compensation Study**. AMS is a veteran-owned local government consulting firm that brings seventeen years of practical, executive-level municipal government leadership experience and four years of local government management consulting experience to the table. AMS has proudly supported the City of Decatur with two administrative policy update projects.

## PURPOSE

Arndt Municipal Support Inc. has a clear understanding of the City of Decatur's needs and is confident in a strategic approach to meet these needs as outlined below:

- Need #1: Analyze the 1990 classification and compensation system of the eighty-eight non-union titles/positions in the city.
- Need #2: Partner with the city department directors to update the job descriptions for these eighty-eight positions.
- Need #3: Analyze the city's compensation both internally within the city's current pay system and externally by comparing city titles and responsibilities with similar positions in other units of local government (internal and external equity).

- Need #4: Review, analyze, and make recommendations to ensure the proposed compensation and classification system is at least within ten percent of the starting salaries of the city's peer communities.
- Need #5: Update the city's classification system ensuring the city's proposed compensation system is compliant with applicable laws, financially viable and resilient, allows the city to attract and retain high-quality and motivated employees, and is perceived as being fair, equitable, and transparent.
- Need #6: Prepare and present the study results to the City Manager.

## THE OPPORTUNITY

AMS will accomplish the following tasks based on the needs identified by the city:

- Task #1: On-site project kickoff meeting with project team.
- Task #2: Prepare a job description creation worksheet.
- Task #3: Provide on-site assistance to the department directors as they update the job descriptions within their departments.
- Task #4: Provide on-site interviews of each department director and the City Manager to gather a better understanding of each position and the role of each position with the department (internal equity).
- Task #5: Analyze eighty-eight positions based upon the department director and city manager interviews and place the eighty-eight positions into a new classification system.
- Task #6: Partner with the Human Resources Department and the Payroll Administrator to ensure we ascertain the correct FLSA exempt/non-exempt component for each position.
- Task #7: Through an active partnership with the city, AMS will survey up to ten comparable communities within the Decatur, IL market. The consultant will collaborate with the city to identify these communities based on population size, geographic location, cost of living, municipal services provided, and competitiveness in the marketplace (external equity).
- Task #8: Completion of a comprehensive demographic comparative analysis of the peer group.
- Task #9: Prepare a new classification system to meet the desired compensation requirements of the city.
- Task #10: Work on site with the Payroll Administrator to determine the current rate of pay and planned rate of pay for up to 107 employees as of 8/01/2025.
- Task #11: Place each current non-union employee within the newly completed pay grades based upon actual time in position.
- Task #12: Prepare a compensation system that establishes the Beginning, Midpoint, and End Point for each pay grade.
- Task #13: Provide a pay system maintenance plan outlining how to annually keep the pay system up to date and competitive in the marketplace.
- Task #14: Prepare a financial impact analysis for the implementation of the proposed pay system.
- Task #15: Prepare an implementation plan with timing recommendations.
- Task #16: On-site presentation of the final report and recommendations to the City Manager.

## OUR PROPOSAL

This is a unique partnership proposal designed to work hand in hand with Team Decatur. Jim Arndt will be on site working in office space provided within the HR Department for approximately five days on this project. This partnership will produce a work product that will enable the city to make a well-informed cost-effective compensation decision that will enhance the city's ability to compete in this hypercompetitive job market.

Jim Arndt will work directly with the city department directors, the human resources department, the Payroll Administrator, and the City Manager in the effective provision of these support services. The success of this project will be a compensation system that is clearly understood, transparent and meets the needs of the city.

## RATIONALE

- Ensure the deliverables meet the needs of the city.
- Consider internal equity for your current team members.
- Consider external equity to ensure the city is competitive in the marketplace.
- Consider diversity, equity, inclusion, and belonging.

## EXECUTION STRATEGY

Our execution strategy incorporates a strong partnership, proven methodologies, extremely qualified personnel, and a highly responsive approach to managing deliverables.

## PROJECT DELIVERABLES

The following is a complete list of all project deliverables:

| Deliverable                                 | Description                                                                                                                                                                                                                                                             |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2025 Classification and Compensation System | The provision of an easily understood, transparent, and up-to-date classification and compensation system that provides internal equity and marketplace competitiveness and positions the city to be within at least ten percent of the beginning salary in the market. |

## TIMELINE FOR EXECUTION

Key project dates are outlined below. Dates are best-guess estimates and will be discussed and set during the project kickoff meeting.

| Description                                                                                                                                      | Start Date | End Date   | Duration |
|--------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|----------|
| <b>Class and Compensation Engagement</b>                                                                                                         | 4/1/2025   |            |          |
| On-site Project Kickoff Meeting                                                                                                                  | 4/02/2025  | 4/02/2025  | 3 hours  |
| Billing 40% after the Kickoff meeting                                                                                                            | 4/03/2025  |            |          |
| On-site Job Description Preparation Assistance, Department Director Classification Meetings, and Payroll Administrator meeting (internal equity) | 4/07/2025  | 4/10/2025  | 4 days   |
| On-site Review Meeting with the City Manager                                                                                                     | 4/14/2025  | 4/14/2025  | 4 hours  |
| Peer Salary Survey (external equity)                                                                                                             | 4/21/2025  | 5/30/2025  | 6 weeks  |
| Classification and Compensation System Construction                                                                                              | 06/01/2025 | 07/15/2025 | 6 weeks  |
| Draft Report submittal and discussion with the City Manager                                                                                      | 07/18/2025 | 07/18/2025 | 4 hours  |
| Billing 40% after submission of draft report                                                                                                     | 07/18/2025 |            | 1 day    |
| Discussion and revisions                                                                                                                         | 07/21/2025 | 08/01/2025 | 2 weeks  |
| Finalized Report presented City Manager                                                                                                          | 08/01/2025 |            |          |
| <b>Project Complete and Final 20% Invoicing after presentation to the City Manager</b>                                                           | 08/01/2025 |            | 4 months |

## PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 90 days from submittal.

| Services Cost                                                  | Price              |
|----------------------------------------------------------------|--------------------|
| Classification and Compensation Study                          | \$35,070.00        |
| Travel Expenses                                                | Included           |
| Hourly rate for services not included in the Scope of Services | \$165.00/Hour      |
| <b>Total</b>                                                   | <b>\$35,070.00</b> |



## QUALIFICATIONS

Arndt Municipal Support Inc. (AMS) is a veteran-owned and operated business located in Charleston, Illinois. The President and CEO of Arndt Municipal Support Inc. is James “Jim” Arndt, an ICMA-Credentialed City Manager and the former ILCMA Downstate President. Jim Arndt has served as the Chief Administrative Officer for the following Villages/Cities:

1. Union City, Ohio
2. St. Clair, Missouri
3. Effingham, Illinois
4. Paducah, Kentucky

Arndt Municipal Support Inc. was established in January 2021. Jim Arndt serves as the primary employee of the company.

## Contact Information

**Arndt Municipal Support Inc.**

**James W. Arndt**

**1542 West Polk Ave.**

**Charleston, IL 61920**

**217-500-0770**

**<https://www.linkedin.com/in/james-arndt>**

**[james@arndtmunicipalsupport.com](mailto:james@arndtmunicipalsupport.com)**

**[www.arndtmunicipalsupport.com](http://www.arndtmunicipalsupport.com)**

**Our core organizational values are dependability, integrity, and enthusiasm. That is just what you will get. As an experienced local government leader, Jim Arndt understands the importance of adding value through support and service.**

## AVAILABLE SERVICES

AMS offers a variety of support services for local government agencies, including:

1. DISC Workshops
2. Organizational Analysis
3. Human Resources Sup
4. Strategic Planning and Comprehensive Planning
5. Executive Recruiting
6. Board Governance Training
7. Leadership Retreats and Training
8. Council Orientations and Training
9. ***Compensation and Classification Studies***
10. Leadership Coaching

## PERFORMANCE CREDENTIALS

AMS has served more than one hundred Cities/Villages/County since its incorporation in January 2021. For a detailed listing please visit our website at [www.arndtmunicipalsupport.com](http://www.arndtmunicipalsupport.com).

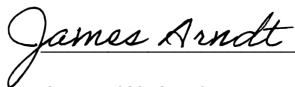
## REFERENCES

1. City Manager, Rose Beverly (Paris, Texas): 909-784-9202; [rbeverly@paristexas.gov](mailto:rbeverly@paristexas.gov)
2. City Manager, Nathan McKenna (Mt. Vernon, IL): 618-242-6802; [citymanager@mtvernon.com](mailto:citymanager@mtvernon.com)
3. City Administrator, Troy Body (Hopkinsville, Kentucky): 270-348-5022; [body@h-ky.us](mailto:body@h-ky.us)
4. City Manager, Scott Smith (Charleston, Illinois): 217-549-1192; [CityManager@co.coles.il.us](mailto:CityManager@co.coles.il.us)
5. City Manager, Annette Sola (Salem, Illinois): 1-618-335-9955; [ctymgr@salemil.us](mailto:ctymgr@salemil.us)

## CONCLUSION

AMS looks forward to partnering with the City of Decatur over the next four months to successfully produce a quality classification and compensation system. This study will assist the city as you meet internal equities and compete in this ultra-competitive job market.

Submitted by:



James W. Arndt

President/CEO

March 8, 2025

Date

Approved/Accepted by:

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Name/Title:

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Date

**COUNCIL MEMO  
EXECUTIVE DEPARTMENT  
NO. 2025-03**

**DATE:** April 7, 2025

**TO:** Mayor Julie Moore Wolfe and City Council Members

**FROM:** Tim Gleason, City Manager  
Melissa Hon, Deputy City Manager

**SUBJECT:** Resolution Authorizing a Development Agreement with K.C. Finds, LLC

**SUMMARY RECOMMENDATION:** Staff recommends the City Council approve this proposed development agreement to incentivize a new retail concept in Decatur, KC Finds

**BACKGROUND:** In November 2021, Ace Hardware announced that they would be closing their store located at 2809 N. Main Street in 2022. The space remained vacant for more than 2 years until the spring of 2024, when a Decatur family expressed interest in the space. Richard & Carol Kesler moved from Decatur years ago to the Kansas City area where they operated a retail store. While back home visiting family members they took an interest in starting a new retail concept in Decatur. The new retail space of approximately 20,000 square feet consists of a new retail store, selling overstock and discount merchandise as well as creating an opportunity for no less than 100 independent vendors to sell their unique merchandise, a concept similar to the national retailer Painted Tree Boutiques.

Due to the age of the building and the change of concept there was an entire interior remodel needed within the space. The developer provided the necessary code updates to the space, including ADA compliant bathrooms, sufficient life safety and emergency exiting and egress improvements among other building updates. The loading dock and other types of improvements were also necessary in the storage area of the new business. All of these building remodel costs alone were in excess of \$275,000.00 and the developer asked the city to provide some incentive to offset a portion of that capital expense. The developer has invested more than \$500,000.00 into making this retail concept into reality.

Staff recommends providing the developer with a rebate of a portion of the sales taxes collected from their sales transacted at the store. This is a pay for performance type model where the developer is incentivized to increase sales in order to recoup a portion of the sales tax. The proposed RDA would rebate back 50% of the sales taxes collected and received by the city for five (5) years. The obligation for the annual reimbursement of project costs shall terminate in five (5) years, or once the developer has received a maximum reimbursement totaling \$25,000, whichever occurs first. The city will realize and keep the remainder of the sales tax in each of those years and 100% of the sales tax generated at the end of the term.

**STAFF REFERENCE:** Melissa Hon at [mhon@decaturil.gov](mailto:mhon@decaturil.gov)

**BUDGET/TIME IMPLICATION:** The estimated timeline is approximately 5 years with a total reimbursement not to exceed \$25,000.

**RESOLUTION NO. R2025 \_\_\_\_\_**

**RESOLUTION AUTHORIZING A DEVELOPMENT  
AGREEMENT WITH KC FINDS, LLC**

WHEREAS, the CITY OF DECATUR, ILLINOIS, an Illinois Municipal Corporation and body politic (“City”) is a unit of a local government pursuant to Article VII, Section 6 of the Illinois constitution of 1970; and,

WHEREAS, the City desires to enter into a development agreement located at 2809 N. Main Street, Decatur Illinois per the terms of the Development Agreement.

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

Section 1. That the Development Agreement attached hereto between the City and KC Finds, LLC shall be executed and approved.

Section 2. That the Mayor and City Clerk or designees be, and they are hereby, authorized and directed to sign any necessary instruments to enter into this agreement on behalf of the City.

PRESENTED and ADOPTED this 7<sup>th</sup> day of April 2025.

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JULIE MOORE WOLFE, MAYOR

ATTEST:

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KIM ALTHOFF  
CITY CLERK

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**CITY OF DECATUR/KC FINDS, LLC**

**DEVELOPMENT AGREEMENT**

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**THIS CITY OF DECATUR/ KC FINDS, LLC DEVELOPMENT AGREEMENT** (the "Agreement") is entered into as of the \_\_\_ day of \_\_\_\_\_, 202\_, by and between the City of Decatur, Illinois, a home rule municipal corporation, (hereinafter referred to as the "City") and KC FINDS, LLC, a Missouri limited liability company (hereinafter referred to as the "Redeveloper").

### **RECITALS**

**WHEREAS**, the City is a home rule unit of government, pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and as such has the authority to promote health, safety and welfare, including to prevent the spread of blight and deterioration and inadequate facilities by promoting the development of and private investment in industry, business and housing and enhancing the marketability of Premises and is authorized and empowered to enter into economic incentive agreements pertaining to its government and affairs, including the economic development of the City and the expansion of its tax base thereby reducing unemployment; and,

**WHEREAS**, there exists certain property more fully described on Exhibit 1 ("Development Area") attached hereto and by reference made a part hereof that is currently leased that did not comply with current building codes and had remained less than significantly occupied and/or underutilized for a period in excess of one (1) year; and,

**WHEREAS**, the Redeveloper wishes to and has been redeveloping and improving the Development Area located at 2809 N. Main St., Decatur, IL ("Project"); thereby contributing to the economic development of the City, increasing the tax base thereby reducing unemployment and creating or retaining job opportunities within the City and serve to further maintain the development of adjacent areas, and the City is willing to enter into an economic incentive agreement with the Redeveloper to assure that said redevelopment and improvements occur; and,

**WHEREAS**, the Redeveloper has requested that incentives related to the Project be provided by the City from the resulting municipal sales tax revenues derived solely from the operations of KC Finds located in the Project as confirmed by the Illinois Department of Revenue for a period of five (5) years; and,

**WHEREAS**, the City has the authority to pay and/or reimburse the Redeveloper for Eligible Redevelopment Project Costs; and,

**WHEREAS**, without the assistance of the City as set forth in this Agreement, the Redeveloper would not have undertaken the Project; and,

**WHEREAS**, the cost of the Project is estimated be \$275,000.00 as more fully shown on Exhibit 2 attached hereto and made a part hereof; and

**WHEREAS**, the Redeveloper meets high standards of creditworthiness and financial strength as demonstrated by specific evidence of equity financing for not less than 10% of the total project costs; and

**WHEREAS**, the City has determined that the Project requires the incentives requested as set forth in Exhibit 2 and that the Project will promote the health, safety and welfare of the City and its citizens, strengthen the commercial sector of the City by attracting private investment to prevent blight and

deterioration, enhance the tax base of the City and provide employment and generally to enhance the economy of the City and is made and entered into in the best interest of the City.

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

## **SECTION 1: DEFINITIONS**

**"Applicable Law"** means all laws, statutes, acts, ordinances, rules, regulations, permits, licenses, authorizations, directives, orders and requirements of all Governmental Authorities, that now or hereafter during the term of this Agreement may be applicable to the City, the Redeveloper, and/or the Project, and the construction, maintenance, use and operation thereof, including those relating to employees, zoning, building, health, safety, Hazardous Materials, and accessibility of public facilities.

**"Project"** means the leased premises located at 2809 N. Main St., Decatur, IL and related facilities to be used and improved by the Redeveloper as more fully on described on Exhibit 1 attached hereto and made a part hereof.

**"Project Costs"** means all expenses, both direct and indirect, required to complete the project, including labor, materials, equipment and fees.

**"Project Revenues"** means for a calendar year an amount equal to the sales tax transferred by the State of Illinois Department of Revenue to the City that have been collected from KC Finds Project in that year as confirmed by the Illinois Department of Revenue.

**"Project Site"** means the real property to be utilized for the Project as more fully shown on Exhibit 1 attached hereto and made a part hereof.

**"Public Investment"** means the rebate of Sales Tax Increment actually received by the City in the manner provided in this Agreement.

**"Redevelopment Area"** means the property located at 2809 N. Main currently leased by Redeveloper.

**SECTION 2: DEVELOPMENT OF THE PROJECT** . The Redeveloper will utilize its best efforts to develop the Project in a manner that is compatible with this Agreement and Applicable Law and maintain or improve the leased property.

## **SECTION 3: CITY OBLIGATIONS**



- 3.1 **Public Investment.** The City shall provide the Public Investment pursuant to this Agreement.
- 3.2 **Zoning.** The Project currently has a zoning classification which will permit the use of the Project as intended by this Agreement.

#### **SECTION 4: PUBLIC INVESTMENT**

4.1 **Public Investment.** The City will provide a reimbursement for Project Costs to be paid from Project Revenues for each calendar year received by the City from the Project as set forth below:

- (A) Commencing in the year following the date of approval of this Agreement and continuing for five years after redeveloper continues to operate such business on the property, the Redeveloper shall receive an amount equal to Fifty (50%) Percent of the Sales Tax Revenues for the previous calendar year actually received by the City.
- (B) The obligation for the annual reimbursement of Project Costs shall terminate in five (5) years, or once the Redeveloper has received a maximum reimbursement totaling \$25,000, whichever occurs first.

4.2 **Prepayments.** The City absolutely reserves the right, prior to the expiration of the term of this Agreement and to the extent lawful, in its sole discretion, to prepay all or any part of its obligations under this Agreement.

**SECTION 5: OPERATION OF THE PROJECT.** The Redeveloper for itself and its successors and assigns to the extent it retains ownership covenants that it will maintain the Project in good condition (reasonable wear and tear excepted) during the term of this Agreement. The Redeveloper shall operate the Project in a professional manner and will do all things reasonably necessary to operate the Project in substantial compliance with Applicable Law.

#### **SECTION 6: REDEVELOPER COVENANTS AND RESTRICTIONS**

- 6.1 **Project Subject to Redevelopment Agreement.** The Redeveloper agrees to comply with the terms and conditions of this Agreement and to use its best efforts to maintain the Project subject to the terms, covenants, building and use restrictions, and other conditions in this Agreement.
- 6.2 **Non-discrimination.** The Redeveloper shall not discriminate in violation of any applicable federal, state or local laws or regulations upon the basis of race, color, religion, sex, age, or national origin or other applicable factors in the operation or use or occupancy of the Project or any part thereof.
- 6.3 **Duration of Covenants.** It is intended and agreed that the covenants provided in this Section of this Agreement shall remain in effect until the termination of the redevelopment plan and that the covenants provided in Section 6.2 hereof shall remain effective without

any time limitation; provided, that all such covenants shall be binding on the Redeveloper only for such period as the Redeveloper maintains a direct interest in the Project Site or the Project or part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), and only with respect to such direct interest in the Project Site or the Project or part thereof.

- 6.4 Covenants Binding for the Benefit of City.** It is also intended and agreed that the foregoing covenants set forth in Section 7 below shall in any event, and without regard to technical classification or designation as legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City, the State of Illinois and the United States of America.
- 6.5 Forms of Covenants and Restrictions.** Certain of the covenants, uses and restrictions referred to in this Article shall substantially be in the form of the Declaration of Covenants, Uses and Restrictions attached hereto and made a part hereof as Exhibit 3 which shall be executed and recorded with the Macon County Recorder of Deeds on or before the date that the Redeveloper commences construction of the Project or any phase thereof.

## **SECTION 7: INDEMNIFICATION**

- 7.1 Redeveloper Indemnification of the City.** So long as the Redeveloper maintains a direct interest in the Project or Project Site or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee) and notwithstanding anything to the contrary in this Agreement, the Redeveloper agrees to indemnify, defend and save the City, its officers, employees, Council members, Mayor, agents and representatives and each of their successors and assigns harmless from and against any and all claims, liabilities, demands, suits, administrative proceedings, causes of action, costs, damages, personal injuries and property damages, losses, attorneys fees and costs of litigation and other expenses, both known and unknown, present and future, at law or in equity by or on behalf of any person, firm or corporation arising from (i) the Redeveloper's operation or management of the Project, or from any work or thing done by the Redeveloper on the Project Site, or any work or activity of the Redeveloper connected to the Project; (ii) any breach or default on the part of the Redeveloper in the performance of any of its obligations, terms, conditions, representations or warranties under or in respect of this Agreement; (iii) any act of negligence or willful or wanton misconduct of the Redeveloper or any of its agents, contractors, servants or employees; (iv) any violation by the Redeveloper of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project Site or the Project; (v) any violation of Applicable Law or (vi) any violation by the Redeveloper of state or federal securities law in connection with the offer and sale of interests in the Redeveloper, its affiliates or any part of the Project. The Redeveloper agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and

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

- 7.2 City Indemnification of the Redeveloper.** To the extent not prohibited by law, the City, so long as the Redeveloper maintains a direct interest in the Project or Project Site or any part thereof (excluding, for example, an interest therein solely as a creditor or mortgagee), shall indemnify and hold harmless the Redeveloper and its directors, officers, employees and agents from any and all claims, damages, costs, and expenses, caused by the City of Decatur or any of its agents, contractors, officials or employees arising from: (i) any act of negligence or willful and wanton misconduct of the City or any of its agents, contractors, officials or employees; (ii) any breach or default on the part of the City in the performance of any of its obligations under or in respect of this Agreement; or (iii) any violation of Applicable Law. The City agrees to indemnify and save the Redeveloper harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. Notwithstanding the foregoing, the City of Decatur retains any and all defenses and immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* In addition, neither party intends this paragraph to waive its rights to limited liability under the Illinois Worker's Compensation Act or *Kotecki* line of cases (146 Ill 2d 155, 585 NE 2d 1023 (1991)). Provided, further, notwithstanding the foregoing, the City shall not be liable to indemnify and hold the Redeveloper harmless from any portion of any such loss, liability, cost or expense which results from the negligence or willful misconduct of the Redeveloper, its officials, agents, or employees.

## **SECTION 8: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER**

- 8.1 Prohibition Against Transfer of Project and Project Site Prior to Completion of Construction.** The Redeveloper represents and agrees the following prohibitions and restrictions shall apply to the transfer of the Project or that phase:
- 8.1.1 Prohibitions.** Except for the purpose of obtaining equity or debt financing necessary to enable the Redeveloper to construct the Project or a phase thereof, the Redeveloper has not made or created, and will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement, the Project, the Project Site or any part thereof or any interest therein, or any contract agreement to do any of the same, without the prior written approval of the City.

**8.1.2 Conditions for Approval.** The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval pursuant to this Section 8.1, that:

- (a) Any proposed transferee shall have the qualifications and financial responsibility and capacity, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Redeveloper (or, in the event the transfer is of or related to part of the Project, such obligations to the extent that they relate to such part).
- (b) Any proposed transferee, by instrument in writing reasonably satisfactory to the City and in a form recordable among the land records, shall expressly assume all of the obligations of the Redeveloper under this Agreement and agree to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event that the transfer is of or relates to part of the Project, such obligations, conditions and restrictions to the extent that they relate to such part). Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Project, or any part thereof, shall not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, agreements, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Project or the construction thereof; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of the Project or Project Site or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City of any rights or remedies or controls regarding the Project and the construction thereof that the City would have had, had there been no such transfer.
- (c) There shall be submitted to the City for review all instruments and other legal documents involved in effecting the transfer.
- (d) The Redeveloper and its transferee shall comply with such other reasonable conditions as the City may find desirable in order to achieve and safeguard the purposes of this Agreement.
- (e) The consideration payable for the transfer or assignment by the transferee or assignee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the Redeveloper of the Project (or allocable part) and the purpose of this provision is to preclude assignment of this Agreement or transfer of the Project or the Project Site (or any parts thereof) for pecuniary gain or profit and to provide that in the event any such assignment or transfer is made (and is not cancelled), the City shall be entitled to increase the purchase price of the Project Site to

the Redeveloper by the amount that the consideration payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this Section 8.1.2(e) and such consideration shall, to the extent it is in excess of the amount so authorized, belong to and forthwith be paid to the City at the same time as or prior to the transfer.

- 8.2 Status of Assignee.** Any assignee of the Redeveloper who is approved under the terms above, shall be considered the "Redeveloper" for all purposes of this Agreement.
- 8.3 Assignment to Affiliated Entity.** Nothing herein shall be construed to prevent the Redeveloper from assigning its interest in this Agreement to an affiliated entity owned or controlled by the Redeveloper or a majority of the owners of the Redeveloper, provided that such entity has the financial capacity to perform the obligations of the Redeveloper pursuant to this Agreement (though the City may not receive any more financial capacity than that possessed by the Redeveloper on the date hereof) and such entity in writing assumes such obligations and conditions in compliance with the terms and conditions set forth in this Agreement.
- 8.4 No Release of Redeveloper.** Any consent by the City to any total or partial transfer of the Project or the Project Site shall not be deemed a release of the Redeveloper from any of its obligations hereunder, or from any conditions or restrictions to which the Redeveloper is subject, unless the Redeveloper is expressly released in writing by the City.

## **SECTION 9: DEFAULT AND REMEDIES**

- 9.1 Events of Default.** The following shall be events of default (the "Events of Default") with respect to this Agreement:
- 10.1.1 Misrepresentation.** If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by the Redeveloper or the City in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or
- 10.1.2 Breach.** Breach by the Redeveloper or the City of any material covenant, warranty or obligation set forth in this Agreement.
- 9.2 Remedies Upon Default.** In the case of an Event of Default by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice (or within a reasonable time if the Event of Default cannot be diligently cured within such sixty (60) day period). If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Event of Default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

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

### **9.3 Other Rights and Remedies of City and Redeveloper: Delay in Performance Waiver.**

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

**9.3.2 Rights and Remedies Cumulative.** The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by either such party with respect to the performance, nor the manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

**9.3.3 Delay in Performance.** For the purposes of any of the provisions of this Agreement except with regard to payment of real estate taxes as provided herein, neither the City, nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or in default of, its obligations with respect to the Project in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the federal or state judiciary, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Redeveloper shall be extended

for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

- 9.3.4 Waiver.** Any party to this Agreement may elect to waive any remedy it may have hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

## **SECTION 10: TERMINATION OF AGREEMENT**

- 10.1 Termination by the City.** The City has the right to terminate all or part of this Agreement upon thirty (30) days prior written notice to the Redeveloper as follows if any Event of Default by the Redeveloper is not cured within the time frame set forth in Section 9 above.
- 10.2 Termination by the Redeveloper.** The Redeveloper has the right to terminate all or part of this Agreement upon thirty (30) days prior written notice to the City as follows if any Event of Default by the City is not cured within the time frame set forth in Section 9 above.

## **SECTION 11: EQUAL EMPLOYMENT OPPORTUNITY**

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

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

## **SECTION 12: REPRESENTATIONS OF THE REDEVELOPER**

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

- 12.1 Organization.** The Redeveloper is a Missouri limited liability company and is in good standing with the State of Missouri.
- 12.2 Authorization.** The Redeveloper has power to enter into, and by proper action has been duly authorized to execute, deliver and perform this Agreement.
- 12.3 Non-Conflict or Breach.** Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Redeveloper is now a party or by which the Redeveloper is bound.
- 12.4 Pending Lawsuits.** To the knowledge of the Redeveloper, there are no lawsuits either pending or threatened that would materially, adversely affect the ability of the Redeveloper to proceed with the construction and development of the Project on the Project Site.
- 12.5 Location of Project.** The Project will be located within the Project Site.
- 12.6 Conformance with Requirements.** The Redeveloper represents and warrants that the Project will in all respects conform to and comply with all covenants, conditions, restrictions, zoning ordinances, environmental regulations and land use regulations affecting the Project Site.

## **SECTION 13: MISCELLANEOUS**

### **13.1 Authorized Representatives.**

**13.1.1 Redeveloper.** By complying with the notice provisions hereof, the Redeveloper shall designate an authorized representative from time to time, who shall have the power and authority to make or grant or do all things, requests, demands, approvals, consents, agreements and other actions required or described in this Agreement for and on behalf of the Redeveloper.

**13.1.2 City.** By complying with the notice provisions hereof, the City shall designate an authorized representative from time to time, who shall communicate with the Redeveloper on behalf of the City.

**13.2 Limited Liability to Others.** Except as otherwise expressly provided herein, the City shall not be obligated to make any payments to any person other than the Redeveloper (and its permitted assignees), nor shall the City be obligated to pay any contractor, subcontractor, mechanic, materialman providing services or materials to the Redeveloper for or in respect of the Development Project.

**13.3 Binding Upon Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.



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

**13.5 Notices.** All notices, requests, consents, approvals, demands or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as the date of actual service, if personally served, or as of the third (3<sup>rd</sup>) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed to:

the City:

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

*with copies to:*

City Manager  
One Gary K. Anderson Plaza  
Decatur, IL 62523

the Redeveloper:

Carol Kesler  
KC Finds, LLC  
1222 W. Pershing Rd.  
Decatur, IL 62526

or to the last known address of either party or to the address provided by any assignee if such address has been given in writing.

**13.6 Severability.** If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of such section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

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

**13.8 No Joint Venture, Agency, or Partnership Created.** Neither anything in this Agreement nor any acts of the City and/or the Redeveloper under this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between them. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent, employee or attorney of the City, in his or her individual capacity, and neither the members of the Corporate Authorities nor any other official or employee of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

#### **SECTION 14: TERMS OF THE AGREEMENT**

- 14.1 The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Redeveloper with respect to the subject matter hereof.
- 14.2 Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality, or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.
- 14.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same Agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the parties hereto.
- 14.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- 14.5 The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against either party, regardless of which is the drafter.
- 14.6 All headings contained in this Agreement are for convenience of reference only and shall not be interpreted to expand or limit any provision hereof.
- 14.7 Each of the above said parties represents and warrants that each of the above said parties has the right and legal authority to execute this Agreement. Each of the above said parties further acknowledges and represents to one another that the representatives who execute this Agreement have the authority under the law to execute this Agreement and to bind their respective principals to the obligations under this Agreement and further, that any legal requirements conferring authority upon the representatives who execute this Agreement have been met by each of the respective parties as required by law.

#### **SECTION 15: PROJECT REVENUE FINDINGS**

- 15.1 **Economic Incentive Agreement.** In connection with the **Project Revenues** under the Agreement, the Agreement is determined to constitute an "**economic incentive agreement**" under Section 8-11-20 of the Illinois Municipal Code and the City's Home Rule powers, and the City Council makes related findings, as follows:
- 15.2 **Findings.** Project Site is currently developed but did not comply with current building codes and had remained less than significantly occupied or underutilized for at least one year and:

(A) the Project, as set forth in this Agreement, is expected to create or retain job opportunities within the City;

(B) that the Project will serve to further the development of adjacent areas;

(C) that without this Agreement's economic incentive features, the Project would not have been possible;

(D) that the Redeveloper who is a party to this Agreement, meets high standards of creditworthiness and financial strength as demonstrated by: specific evidence of equity financing for not less than 10% of the total project costs or by a letter from a lender having more than Ten Million (\$10,000,000) Dollars in assets attesting to the financial strength of the Redeveloper;

(E) that the Project will strengthen the commercial sector of the City;

(F) that the Project will enhance the tax base of the City; and

(G) that this Agreement's economic incentive agreement feature is made in the best interest of the City.

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

**CITY OF DECATUR**  
an Illinois municipal corporation

**KC Finds, LLC, a Missouri Limited Liability Company**

By: \_\_\_\_\_  
Julie Moore Wolfe  
Mayor of Decatur

By: Richard Kester  
Print Name: Richard Kester  
Title: Member

~~By: \_\_\_\_\_~~  
By: \_\_\_\_\_  
Kim Akhouri  
City Clerk

By: Carol Kester  
Print Name: Carol Kester  
Title: member

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**CITY OF DECATUR/KC FINDS, LLC  
REDEVELOPMENT AGREEMENT**

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**EXHIBITS**

1. Project Description & Location
2. Project Costs & Incentives

## **EXHIBIT 1**

### **PROJECT DESCRIPTION**

**A. GENERAL NARRATIVE DESCRIPTION OF REDEVELOPMENT PROJECT:**

Redeveloper will remodel and update the former space occupied by Ace Hardware that had remained vacant for more than 2 years, to create a new retail concept within the City of Decatur. Retail space of approximately 20,000 square feet will consist of a retail store selling overstock and discount merchandise as well as create an opportunity for no less than 100 independent small business vendors to sell their merchandise all to be transacted through the developers point of sale transaction. The developer will also provide necessary code updates to the space, including ADA compliant bathroom, sufficient life safety and emergency egress improvements among other building updates.

**B. LEGAL DESCRIPTION:** Lot 1 of Main & Pershing Addition, as per Plat recorded in Book 1832 at page 324 of the Records in the Recorder's Office of Macon County, Illinois.

Parcel Number: **04-12-03-202-005**

## **EXHIBIT 2**

### **PROJECT COSTS**

#### **A. Project Costs**

Project Costs of approximately \$275,000.00 which includes such things as electrical, plumbing, ADA accessibility updates, emergency egress updates, and general building improvements. Additional project costs include necessary repairs and updates to the loading dock and storage areas of this project.

#### **B. Incentives : The City will provide a reimbursement for Project Costs to be paid from Project Revenues for each calendar year received by the City from the Project as set forth below:**

- (1) Commencing in the year following the date of approval of this Agreement and continuing for five years after redeveloper continues to operate such business on the property, the Redeveloper shall receive an amount equal to Fifty (50%) Percent of the Sales Tax Revenues for the previous calendar year actually received by the City
- (2) The obligation for the annual reimbursement of Project Costs shall terminate in five (5) years, or once the Redeveloper has received a maximum reimbursement totaling \$25,000, whichever occurs first.

**COUNCIL MEMO  
EXECUTIVE DEPARTMENT  
NO. 2025-02**

**DATE:** April 7, 2025

**TO:** Honorable Mayor Julie Moore Wolfe and City Council

**FROM:** Tim Gleason, City Manager

**SUBJECT:** A Resolution Authorizing the City Manager to execute a contract with Clifton Larson Allen LLP for professional business assessment services

**SUMMARY RECOMMENDATION:** Staff recommends approval of the attached resolution authorizing the City Manager to execute a contract with Clifton Larson Allen LLP (CLA) for professional assessment services focusing on the Finance and Human Resources Departments of the City.

CLA has extensive experience working with a wide range of organizations and understands what is important to the operations of the City of Decatur. CLA's professional assessment services will:

- Review financial processes to confirm controls, efficiency, and effectiveness
- Confirm organizational structure and alignment of people and positions within Finance and Human Resources
- Assess existing software systems to confirm capabilities and utilization

CLA's team is a consulting advisory group with broad experience in financial and operational management, lean process design, contract advisory, and software system selection and optimization. Their team's leadership generally have 20-25+ years' experience in their given fields and have conducted a wide range of engagements. Among their consultants are Certified Public Accountants (CPAs), Certified Management Accountants (CMAs), and Lean/Six Sigma Black Belts, most with postgraduate degrees (MBAs, MSAs).

CLA will help identify ways to improve performance, elevate productivity, reduce costs, provide recommendations around automating manual processes, and accommodate future growth.

**STAFF REFERENCE:** Tim Gleason at [tgleason@decaturil.gov](mailto:tgleason@decaturil.gov)

**BUDGET/TIME IMPLICATION:** The estimated timeline is approximately 10 weeks with an estimated cost of \$73,750.

**RESOLUTION NO. R2025-\_\_\_\_\_**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT  
WITH CLIFTON LARSON ALLEN LLP FOR PROFESSIONAL BUSINESS  
ASSESSMENT SERVICES**

---

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

Section 1. That the contract presented to the Council herewith, between THE CITY OF DECATUR, ILLINOIS, AND CLIFTON LARSON ALLEN LLP (CLA), whereby CLA will provide professional assessment services focusing on the Finance and Human Resources Departments of the City, 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 the contract on behalf of the City.

PRESENTED AND ADOPTED this 7th day of April, 2025.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

KIM ALTHOFF, CITY CLERK





March 10, 2025

Proposal to provide professional  
business opportunity assessment services to:

## City of Decatur, Illinois

Prepared by:

**Lindsey Intrieri, CISA, PMP, Manager**

Lindsey.Intrieri@CLAconnect.com

Direct 860-570-6349

**CLAconnect.com**

CPAS | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLAglobal.com/disclaimer](https://claglobal.com/disclaimer).

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.





March 10, 2025

Tim Gleason  
City Manager  
City of Decatur, Illinois  
#1 Gary K. Anderson Plaza  
Decatur, IL 62523-1196

Dear Tim:

Thank you for inviting us to propose. Enclosed please find CLA's (CliftonLarsonAllen LLP) proposal to City of Decatur, Illinois (the City). From our discussion, we understand your desire to:

- Review financial processes to confirm controls, efficiency, and effectiveness
- Confirm organizational structure and alignment of people and positions within Finance and HR
- Assess existing software systems to confirm capabilities and utilization

At CLA, we exist to create opportunities for our clients, our people, and our communities. The advice you receive — whether through assessment services, system optimization and selection services, contract advisory, or implementation advisory — will be delivered with the overarching goals of improving operating efficiency and effectiveness today and into the future.

By getting to know you well, we'll be in a better position to help you. We start with a conversation, ask questions that matter, and listen. Because we're industry specialized, you'll find innovative advice that is clear and actionable, without having to train our team members on the nuances of your industry. We call it the CLA promise, and it's expressed in the values that drive our behavior: curious, collaborative, transparent, inclusive, and reliable. It's simply how we do business.

We want to serve you and we have the qualifications to deliver quality, timely work. Throughout this proposal, we take you on a journey outlining how we'll work together and the value you can expect.

Please contact me if I can provide additional information on our firm or our proposal.

Sincerely,

**CliftonLarsonAllen LLP**

*Lindsey Intrieri*

Lindsey Intrieri, CISA, PMP  
Manager  
860-570-6349  
Lindsey.Intrieri@CLAconnect.com

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# Your Current Reality – What We Know

Take a journey from your current reality to what it could mean to work with CLA

We acknowledge the challenges the City is experiencing and how they could further impact your organization. Consider how seemingly minor issues can have undesirable consequences.

## Our impression of your challenges

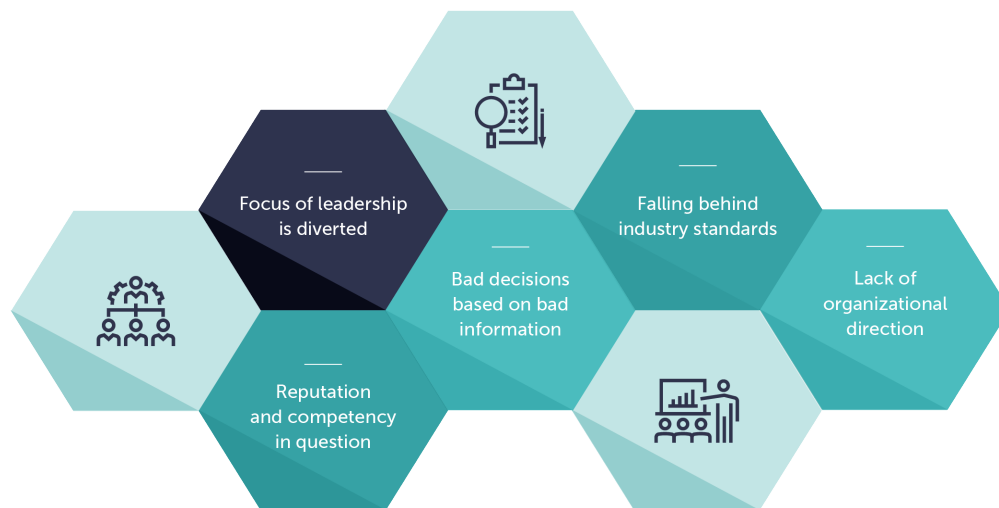
•**Inefficient, manual processes** — Wasting time and effort on repetitive tasks that could be automated can negatively impact profitability, efficiency, workforce morale and retention — and your ability to keep up with changing customer demands and expectations.

•**Lack of collaboration** — You can't capitalize on new opportunities when your teams work in silos. Disjointed processes, duplicate efforts, and bottlenecks can lead to frustrating experiences — and you lose the inherent value of a collaborative team with a broad view of your entire organization.

## Brace yourself for growing concerns

Poor service has obvious short-term impacts. But if nothing changes, organizations are at risk for even more significant longer-term effects:

- Internal team frustrations
- Year-end closing delays
- Lost revenue
- Reduced funding
- Potential penalties
- Additional scrutiny and onerous new requirements



# Imagine Your New Reality With CLA

Pave the way for a stronger future. Working with CLA's knowledgeable and passionate team brings valuable insight and advice you can use to propel your organization toward sustainable growth.

Visualize an experience where you:

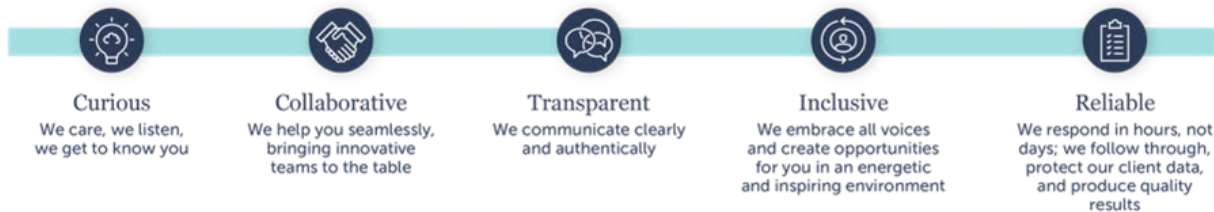
- Implement sustainable improvements with consistent team members who have built a deep understanding of your operations, systems, risks, and needs over time
- Improve efficiency and your overall success by automating processes so you can focus on value-added tasks
- Stay relevant with modern technologies providing innovative solutions and streamlined processes
- Create a competitive advantage from insights derived from timely, meaningful data

## Work with people whose values match your own

Our values drive our behavior and lead to service delivery that exceeds expectations and provides you with the [CLA client experience](#).

### What does that mean?

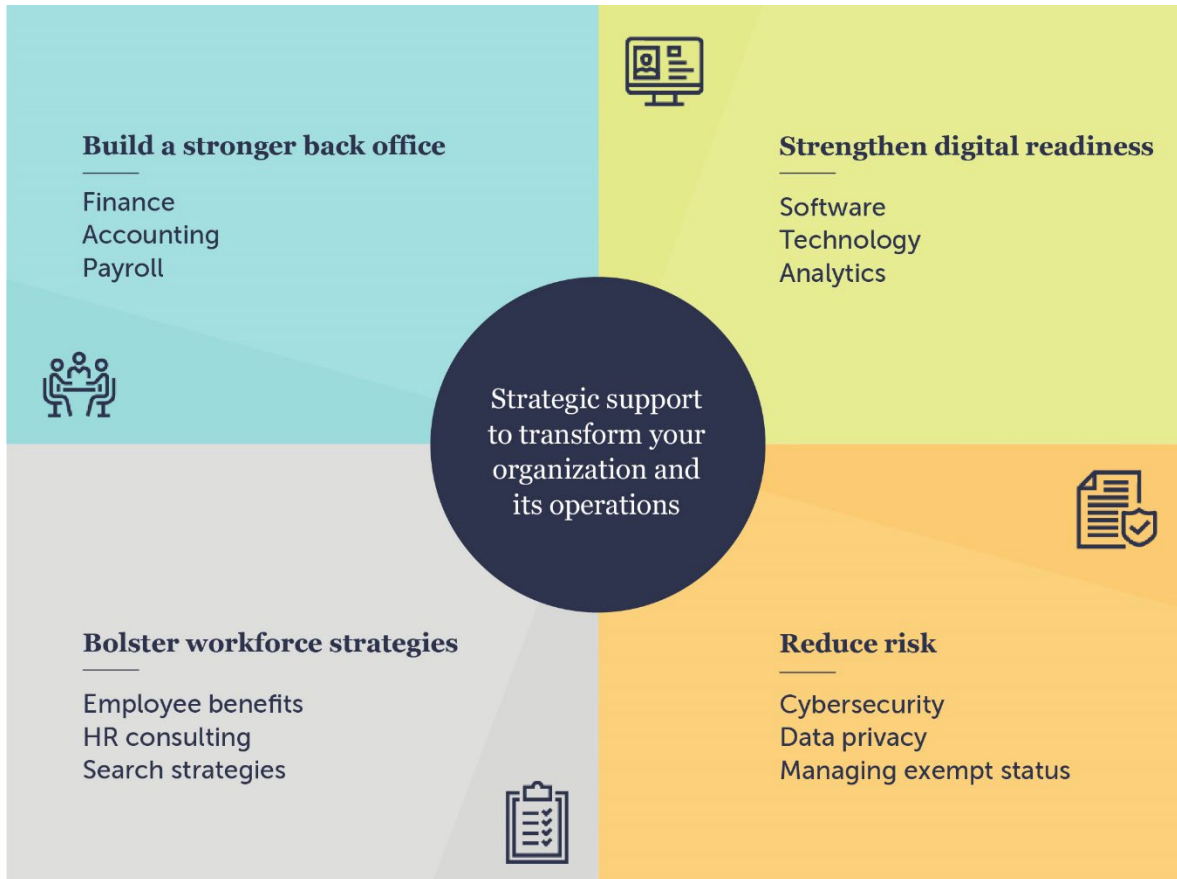
It means you'll work with a team with the resources to support the whole of your organization. You can count on industry-specialized professionals who bring relevant and actionable ideas and strategies. Quite simply, you'll encounter value beyond the expected.



***Your time is valuable:*** We know how to deliver quality, timely work, and we take care of the details so you can focus on what really matters: the important decisions that drive your success.

# Understanding Your Needs

Running your operations efficiently and effectively is not only critical to your success and sustainability, but essential to building a lasting and robust organization. A solid business foundation hinges on the efficacy of the infrastructure to support it.



CLA's Client Accounting and Advisory Services (CAAS) team understands the challenges of designing your operations structure, processes, and systems to best support the needs of the organization today, while also having the scalability to drive and support your strategic goals for tomorrow. Our assessment and system services help you get past your pain points to develop an actionable path forward.

We're aware of some of your most pressing questions:

- How can we best utilize technology to support our work, and are there options for systems that might better suit our needs today and into our expected future?
- How can we develop a staffing structure that provides for strong operations and compliance, as well as forward-looking strategic analysis capacity?
- What adjustments can we make to the processes we use to increase efficiency, be more collaborative, and reduce duplication while maintaining strong controls?





## CLA Business Opportunity Assessments (BOAs) and System Optimization and Selection (SOS)

CLA's BOA and SOS team is a consulting advisory group with broad experience in financial and operational management, lean process design, contract advisory, and software system selection and optimization.

Our team has conducted hundreds of projects for organizations like yours. Our team's leadership generally have 20-25+ years' experience in their given fields and have conducted a wide range of engagements. Among our consultants are Certified Public Accountants (CPAs), Certified Management Accountants (CMAs), and Lean/Six Sigma Black Belts, most with postgraduate degrees (MBAs, MSAs). Our industry consultants focus on operational efficiencies that utilize best practices, reduce risk, strengthen internal controls, and leverage technology with an eye towards digital transformation. Our recommendations are couched in efficiency, quality, control, and innovation.

CLA has extensive experience working with a wide range of organizations and we understand what is important to your operations. Our assessment and system services are effective tools that identify ways to improve performance, elevate productivity, reduce costs, provide recommendations around automating manual processes, and accommodate future growth. CLA will work closely with you to understand your goals and strategy and help you grow your organization.

Our experienced specialists focus on what matters to you and will find the solutions that help you improve operational efficiency and productivity from a financial, technological, operational and organizational perspective – things of great importance as you deliver on your mission and strategy.



# Services Approach

## Business Opportunity Assessment (BOA) approach

The following describes our proposed approach to this work. We are flexible to adjust our approach or scope based on your needs. Please consider this a starting point for conversation.

| Key Activity                                              | Description and CLA Role                                                                                                                                                    |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Engagement planning, document request, and kickoff        | CLA will request relevant documentation within the scope of work and hold a kickoff call to finalize the plan, sequencing, roles, and timelines with all relevant staff.    |
| Interviews and walkthroughs                               | CLA consultants will conduct interviews and process walkthroughs with relevant members of staff within the functional areas, related functions, and stakeholders.           |
| Draft report                                              | CLA will incorporate the findings from interviews and walkthroughs to develop a set of observations and recommendations.                                                    |
| Review with City; gather feedback for implementation plan | The CLA team will meet with relevant members of the City’s leadership team to present our initial observations, and recommendations and further refine our recommendations. |
| Finalize report and roadmap; conclude engagement          | CLA will incorporate feedback or changes to develop a roadmap outlining the recommended plan, including sequencing and timing.                                              |





# Engagement Timeline

Count on clear communication and regular updates.

## Proposed work plan

Per our discussions we have designed a plan that meets your needs and key deadlines. In our planning meeting, we'll discuss this timeline with you in greater detail and adjust as appropriate.

|           |                                                                           |
|-----------|---------------------------------------------------------------------------|
| Week 1-2  | Engagement planning, document request, and kickoff                        |
| Week 3-4  | Interviews and walkthroughs (could be at any time during these two weeks) |
| Week 4-7  | Draft report                                                              |
| Week 7-8  | Review with City; gather feedback for implementation plan                 |
| Week 9-10 | Finalize report and roadmap; conclude engagement                          |

***Reliable:*** Look for us to respond in hours, not days. We strive to deliver service that exceeds your expectations.



# Your Service Team

The true value in working with our team is developing a personal and professional relationship with leaders who understand your industry, challenges, and opportunities — with the full support of an entire CLA family behind them.

Meet your service team below.

## **Jocie Dye**

Principal | Engagement Leader

[Meet Jocie.](#)

## **Lindsey Intrieri**

Principal | Lead Consultant

[Meet Lindsey.](#)

## **Courtney Scott**

HRCO Director | Consultant

[Meet Courtney.](#)

## **Shannon Larsen**

Business Engagement Senior | Engagement Coordinator

[Meet Shannon.](#)

***Collaborative:*** Support from a responsive national team complemented by local resources. We consider the whole of your organization, bringing innovative teams to the table.



# Your Investment

## Having upfront conversations builds relationships.

The value we can provide your organization goes beyond meeting your compliance needs. We can help you discover opportunities to enhance your performance and achieve your strategic goals. Our insights and strategies are tailored to your specific situation and represent a return on your investment.

Based on our understanding of your requirements, we propose the following fees:

| Professional Services – OPTION 1                                  | Estimated Fees  |
|-------------------------------------------------------------------|-----------------|
| Business Opportunity Assessment – Finance only (including grants) | \$52,500        |
| Technology and client support fee (5%)                            | \$2,625         |
| Estimated Travel Expenses (reimbursed at actual incurred)         | \$4,700         |
| <b>Total</b>                                                      | <b>\$59,285</b> |

| Professional Services – OPTION 2                             | Estimated Fees  |
|--------------------------------------------------------------|-----------------|
| Business Opportunity Assessment – Finance + Human Resources* | \$65,000        |
| Technology and client support fee (5%)                       | \$3,250         |
| Estimated Travel Expenses (reimbursed at actual incurred)    | \$5,500         |
| <b>Total</b>                                                 | <b>\$73,750</b> |

*\*Please note, estimated fees are based on the assumption that the finance and HR assessments are integrated. If an HR assessment is done at a later date, scope and fees would need to be updated.*

Our fixed-fee quote is based on:

- The timely delivery of requested information
- The experience of personnel assigned to the engagement and our commitment to meeting your deadlines
- An estimated 4-5 full days of onsite interviews and 1-2 management presentations.
- Additional time will be billed at the blended rate \$325/hr.

The 5% technology and client support fee supports our continuous investment in technology and innovation to enhance your experience and protect your data.



## No surprises

Our clients don't like fee surprises. Neither do we. If changes or complexities occur — or any “out-of-scope” work is required — we'll discuss a revised fee proposal with you first.

It's not our policy or practice to bill our clients every time we receive a phone call or email. We're invested in our relationships and strongly encourage intentional and frequent communication. Contact us year-round as changes or questions arise.

Our last word on fees: we're committed to serving you and creating a long-standing relationship. If fees are a deciding factor in your selection of a professional services firm, give us a call and let's discuss.

***Transparent:*** Clear, authentic communication and market-based fees.



CIVIL SERVICE COMMISSION  
OPEN SESSION  
MINUTES  
February 4, 2025

Pursuant to notice, the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Todd Ray  
VICE CHAIR Greg Spain  
COMMISSIONER Amy Spry  
ACTING SECRETARY Penny Rogers

ABSENT: COMMISSIONER Christina Arganbright  
COMMISSIONER Tony Wilkins  
ADMINISTRATIVE ASSISTANT Sherry Beasley

Call to Order

Chair Todd Ray called the meeting to order at 11:31 a.m.

Roll Call

Three out of five Commissioners were present at the time of roll call. Chair Ray declared a quorum does exist to conduct and approve business.

Chair Ray called for Appearance of Citizens:

No citizens were present.

The Minutes of the January 7, 2025, regular meeting were presented. Vice Chair Greg Spain moved that the January 7, 2025, regular meeting minutes be approved, seconded by Commissioner Amy Spry and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Commissioner Amy Spry moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, seconded by Vice Chair Greg Spain and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Vice Chair Greg Spain moved to return to Open Session, seconded by Commissioner Amy Spry and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Eligible Register for Parking Enforcement Officer, Vice Chair Greg Spain, moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- B. Authorization Request to Approve Final Scores & Promotional Register for Fire Inspector, Vice Chair Greg Spain, moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for New Business:

- A. Authorization Request to Approve Job Announcement & Establish Promotional Register for Police Sergeant, Commissioner Amy Spry moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Greg Spain, and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

- B. Authorization Request for a Proposal to Amend Civil Service Rules

- 14 Police Patrol Officer Entry-Level Requirements & Examination Process

- 15 Police Patrol Officer Lateral Transfer Requirements & Examination Process

Ms. Rogers explained that the proposal to amend the Civil Service Rules is not yet ready. Vice Chair Greg Spain, moved the Authorization Request be tabled, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried

- C. Receiving and Filing of Personnel Actions – Commissioner Amy Spry moved that the appointment, promotion, suspension, civil service status, request for leave, relinquish position, and resignation be received, placed on file, and approved, seconded by Vice Chair Greg Spain, and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

CIVIL SERVICE COMMISSION  
OPEN SESSION MINUTES  
February 4, 2025  
Page 3

Chair Ray called for Other Business:

There being no other business, Commissioner Amy Spry moved to adjourn the meeting, seconded by Vice Chair Greg Spain, and upon call of the roll, Commissioner Amy Spry, Vice Chair Greg Spain, and Chair Todd Ray voted aye. Chair Ray declared the meeting adjourned at 11:50 am.

Respectfully Submitted,



Penny Rogers  
Acting Secretary

**Council Memo**  
**Information Technology Department**  
**No. 2025-03**

**DATE:** 4/7/2025

**TO:** Honorable Mayor Julie Moore Wolfe and City Council Members

**FROM:** Tim Gleason, City Manager  
Jim Edwards, Director of Information Technology

**SUBJECT:**  
**Resolution Authorizing Approval to Renew Annual License and Support Agreement from Tyler Technologies, Inc. for the MUNIS Enterprise Financial Software Suite**

**SUMMARY RECOMMENDATION:** City staff recommends that City Council approve the attached resolution authorizing the City Manager to renew the annual Support and License Agreement with Tyler Technologies, Inc. MUNIS Division for software license and maintenance services for the period May 1, 2025, to April 30, 2026.

**BACKGROUND:**

This is the annual licensing and support agreement between the City of Decatur and Tyler Technologies, Inc., MUNIS Division, for licensed use of the integrated software system that supports financial accounting, purchasing, payroll, budget preparation, inventory control, fixed assets, business licensing, general billing, accounts payable, human capital, and other transactions/functions, including reporting. The attached renewal quote extends the City's software license and maintenance agreement for an additional year. The agreement further grants the City rights to receive application updates, upgrades, and technical and operational support. Information Technology continues to work with Tyler Technologies to reduce escalation of our annual license and maintenance costs for MUNIS. This year's renewal (\$236,540.14) represents an increase of 5% over last year's cost and includes newly adopted software to establish employee access to payroll and employee demographic electronic information. Putting this cost into perspective, other electronic resource planning (ERP) systems maintenance costs I have managed in other organizations nearly ten years ago, were proportionately higher for comparable software. For example, the annual licensing and maintenance at a hospital I previously worked for was just under \$500,000 and was right around \$350,000 for a smaller hospital I also worked with. I am sure costs have increased over the years similar to what we are experiencing with our costs and therefore, I don't believe our cost for this maintenance and licensing through Tyler is out of line.

**LEGAL REVIEW:**

**PRIOR COUNCIL ACTION:**

City has maintained an Annual Support and License Agreement with Tyler for the MUNIS ERP system since the system was originally purchased in 2003 and is necessary for daily operation of City business going forward.

**POTENTIAL OBJECTIONS:** None Anticipated

**INPUT FROM OTHER SOURCES:**

None



**STAFF REFERENCE:** James Edwards, IT Director, (217)450-2236

**BUDGET/TIME IMPLICATIONS:** The cost of this year's Tyler Munis maintenance invoice increased 5% over last year and falls within the contractual commitment established in 2003. The cost of this maintenance contract is provided for in the 2025 Information Technology Department General Fund budget.

**ATTACHMENTS:**

1. Resolution - Tyler MUNIS Annual Software Maintenance
2. Tyler MUNIS License & Maintenance Renewal

**RESOLUTION NO. R\_\_\_\_\_**

**RESOLUTION AUTHORIZING APPROVAL TO RENEW ANNUAL LICENSE AND  
SUPPORT AGREEMENT FROM TYLER TECHNOLOGIES, INC. FOR THE MUNIS  
ENTERPRISE FINANCIAL SOFTWARE SUITE**

---

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

**Section 1.** That the invoice presented to the City Council herewith and marked Exhibit A from Tyler Technologies, Inc. for the Annual License and Support renewal for the MUNIS Enterprise Financial Software System Suite, be, and the same is hereby, received, placed on file and approved.

**Section 2.** That the City Manager or his designee be, and he is thereby, authorized and directed to make payment to Tyler Technologies in an amount not to exceed \$236,540.14 on behalf of the City of Decatur for annual license and support for the MUNIS Enterprise Financial Software System Suite.

PRESENTED and ADOPTED this 7<sup>th</sup> day of April 2025.

\_\_\_\_\_  
JULIE MOORE WOLFE, MAYOR

ATTEST:

\_\_\_\_\_  
KIM ALTHOFF, CITY CLERK

EXHIBIT A  
(Page 1 of 2)



**Remittance:**  
Tyler Technologies, Inc  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

**Invoice**

| Invoice No | Date       | Page   |
|------------|------------|--------|
| 045-510113 | 04/01/2025 | 1 of 2 |

**Questions:**  
Tyler Technologies- ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Email: ar@tylertech.com



Bill To CITY OF DECATUR  
CITY TREASURER  
1 GARY K ANDERSON PLZ  
DECATUR, IL 62523-1005

Ship To CITY OF DECATUR  
CITY TREASURER  
1 GARY K ANDERSON PLZ  
DECATUR, IL 62523-1005

| Cust No.-BillTo-ShipTo | Ord No | PO Number | Currency | Terms | Due Date   |
|------------------------|--------|-----------|----------|-------|------------|
| 41741 - 18521 - 18521  | 224206 |           | USD      | NET30 | 05/01/2025 |

| Contract Date             | Description                                                                                               | Units | Rate      | Extended Price |
|---------------------------|-----------------------------------------------------------------------------------------------------------|-------|-----------|----------------|
| Contract No.: Decatur, IL |                                                                                                           |       |           |                |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026            | 1     | 37,080.59 | 37,080.59      |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026           | 1     | 10,196.46 | 10,196.46      |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - BUSINESS LICENSES<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026             | 1     | 9,270.67  | 9,270.67       |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - FIXED ASSETS<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026                  | 1     | 11,217.63 | 11,217.63      |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - GENERAL BILLING<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026               | 1     | 4,635.34  | 4,635.34       |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - HUMAN RESOURCES<br>MANAGEMENT<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026 | 1     | 9,270.67  | 9,270.67       |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - INVENTORY<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026                     | 1     | 11,217.63 | 11,217.63      |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026               | 1     | 9,978.24  | 9,978.24       |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - MUNIS OFFICE<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026                  | 1     | 7,647.90  | 7,647.90       |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - PAYROLL<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026                       | 1     | 15,295.74 | 15,295.74      |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026            | 1     | 8,435.97  | 8,435.97       |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - PURCHASE ORDERS<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026               | 1     | 11,124.38 | 11,124.38      |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - REQUISITIONS<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026                  | 1     | 7,878.78  | 7,878.78       |
| 01/Feb/2010               | TYLER FORM PROCESSING SUPPORT<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026                              | 1     | 6,438.22  | 6,438.22       |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026           | 1     | 19,003.20 | 19,003.20      |
| 01/Feb/2010               | TYLER SYSTEM MANAGEMENT SERVICES SUPPORT<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026                   | 1     | 36,265.31 | 36,265.31      |
| 31/Jul/2014               | SUPPORT & UPDATE LICENSING - CASH MANAGEMENT<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026               | 1     | 5,333.32  | 5,333.32       |
| 25/Aug/2017               | TYLER UNLIMITED CAL UPGRADE MAINTENANCE                                                                   | 1     | 6,200.00  | 6,200.00       |

EXHIBIT A  
(Page 2 of 2)



**Remittance:**  
Tyler Technologies, Inc  
(FEIN 75-2303920)  
P.O. Box 203556  
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|------------|------------|--------|
| 045-510113 | 04/01/2025 | 2 of 2 |

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Email: ar@tylertech.com

Bill To CITY OF DECATUR  
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Ship To CITY OF DECATUR  
CITY TREASURER  
1 GARY K ANDERSON PLZ  
DECATUR, IL 62523-1005

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|------------------------|---------------------------------------------------|-----------|----------|----------------|------------|
| 41741 - 18521 - 18521  | 224206                                            |           | USD      | NET30          | 05/01/2025 |
| Contract Date          | Description                                       | Units     | Rate     | Extended Price |            |
|                        | Cycle: Start: 01/May/2025, End: 30/Apr/2026       |           |          |                |            |
| 30/Sep/2020            | SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE | 1         | 4,905.09 | 4,905.09       |            |
|                        | Cycle: Start: 01/May/2025, End: 30/Apr/2026       |           |          |                |            |
| 16/Sep/2024            | Employee Access                                   | 1         | 5,145.00 | 5,145.00       |            |
|                        | Cycle: Start: 01/May/2025, End: 30/Apr/2026       |           |          |                |            |

**\*\*ATTENTION\*\***  
Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
tylerbusinessforms.com to guarantee  
100% compliance with your software.

|               |            |
|---------------|------------|
| Subtotal      | 236,540.14 |
| Sales Tax     | \$0.00     |
| Invoice Total | 236,540.14 |



**Remittance:**  
Tyler Technologies, Inc  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

# Invoice

| Invoice No | Date       | Page   |
|------------|------------|--------|
| 045-510113 | 04/01/2025 | 1 of 2 |

## Questions:

Tyler Technologies- ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Email: ar@tylertech.com



Bill To CITY OF DECATUR  
CITY TREASURER  
1 GARY K ANDERSON PLZ  
DECATUR, IL 62523-1005

Ship To CITY OF DECATUR  
CITY TREASURER  
1 GARY K ANDERSON PLZ  
DECATUR, IL 62523-1005

| Cust No.-BillTo-ShipTo | Ord No | PO Number | Currency | Terms | Due Date   |
|------------------------|--------|-----------|----------|-------|------------|
| 41741 - 18521 - 18521  | 224206 |           | USD      | NET30 | 05/01/2025 |

| Contract Date             | Description                                                                                              | Units | Rate      | Extended Price |
|---------------------------|----------------------------------------------------------------------------------------------------------|-------|-----------|----------------|
| Contract No.: Decatur, IL |                                                                                                          |       |           |                |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026           | 1     | 37,080.59 | 37,080.59      |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026          | 1     | 10,196.46 | 10,196.46      |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - BUSINESS LICENSES<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026            | 1     | 9,270.67  | 9,270.67       |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - FIXED ASSETS<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026                 | 1     | 11,217.63 | 11,217.63      |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - GENERAL BILLING<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026              | 1     | 4,635.34  | 4,635.34       |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING- HUMAN RESOURCES<br>MANAGEMENT<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026 | 1     | 9,270.67  | 9,270.67       |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - INVENTORY<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026                    | 1     | 11,217.63 | 11,217.63      |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026              | 1     | 9,978.24  | 9,978.24       |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - MUNIS OFFICE<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026                 | 1     | 7,647.90  | 7,647.90       |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - PAYROLL<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026                      | 1     | 15,295.74 | 15,295.74      |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026           | 1     | 8,435.97  | 8,435.97       |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - PURCHASE ORDERS<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026              | 1     | 11,124.38 | 11,124.38      |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - REQUISITIONS<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026                 | 1     | 7,878.78  | 7,878.78       |
| 01/Feb/2010               | TYLER FORM PROCESSING SUPPORT<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026                             | 1     | 6,438.22  | 6,438.22       |
| 01/Feb/2010               | SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026          | 1     | 19,003.20 | 19,003.20      |
| 01/Feb/2010               | TYLER SYSTEM MANAGEMENT SERVICES SUPPORT<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026                  | 1     | 36,265.31 | 36,265.31      |
| 31/Jul/2014               | SUPPORT & UPDATE LICENSING - CASH MANAGEMENT<br>Cycle: Start: 01/May/2025, End: 30/Apr/2026              | 1     | 5,333.32  | 5,333.32       |
| 25/Aug/2017               | TYLER UNLIMITED CAL UPGRADE MAINTENANCE                                                                  | 1     | 6,200.00  | 6,200.00       |



**Remittance:**  
Tyler Technologies, Inc  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

# Invoice

| Invoice No | Date       | Page   |
|------------|------------|--------|
| 045-510113 | 04/01/2025 | 2 of 2 |

**Questions:**  
Tyler Technologies- ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Email: ar@tylertech.com

Bill To: CITY OF DECATUR  
CITY TREASURER  
1 GARY K ANDERSON PLZ  
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Ship To: CITY OF DECATUR  
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| Cust No.-BillTo-ShipTo | Ord No | PO Number | Currency | Terms | Due Date   |
|------------------------|--------|-----------|----------|-------|------------|
| 41741 - 18521 - 18521  | 224206 |           | USD      | NET30 | 05/01/2025 |

| Contract Date | Description                                       | Units | Rate     | Extended Price |
|---------------|---------------------------------------------------|-------|----------|----------------|
|               | Cycle: Start: 01/May/2025, End: 30/Apr/2026       |       |          |                |
| 30/Sep/2020   | SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE | 1     | 4,905.09 | 4,905.09       |
|               | Cycle: Start: 01/May/2025, End: 30/Apr/2026       |       |          |                |
| 16/Sep/2024   | Employee Access                                   | 1     | 5,145.00 | 5,145.00       |
|               | Cycle: Start: 01/May/2025, End: 30/Apr/2026       |       |          |                |

**\*\*ATTENTION\*\***

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Tyler Business Forms at 877-749-2090 or  
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100% compliance with your software.

|               |            |
|---------------|------------|
| Subtotal      | 236,540.14 |
| Sales Tax     | \$0.00     |
| Invoice Total | 236,540.14 |

**Council Memo  
Public Works Department  
No. 2025-37**

**DATE:** 4/7/2025

**TO:** Honorable Mayor Julie Moore Wolfe and City Council Members

**FROM:** Tim Gleason, City Manager  
Matt Newell, Director of Public Works

**SUBJECT:**  
**Ordinance Annexing Territory 2983 South Wheatland Road**

**SUMMARY RECOMMENDATION:** Staff recommends that the following Ordinance annexing territory 2983 South Wheatland Road be approved.

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

**LEGAL REVIEW:**

**PRIOR COUNCIL ACTION:**

**POTENTIAL OBJECTIONS:** None

**INPUT FROM OTHER SOURCES:**

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

**BUDGET/TIME IMPLICATIONS:**

**ATTACHMENTS:**

1. 2025-37 Ordinance Annexing Territory 2983 South Wheatland Road

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE ANNEXING TERRITORY  
2983 SOUTH WHEATLAND ROAD**

---

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Marshall G. Herring, Tori J. Herring and Serena R. Dechant, requesting that there be annexed to the City territory described as:

LOT FOUR (4) IN BLOCK THREE (3) OF LAKELAND HEIGHTS AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUTATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-126-013

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

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

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

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

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

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



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

PRESENTED, PASSED, APPROVED AND RECORDED this 7<sup>th</sup> day of April 2025.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Tori J. Herring

Serena R. Dechant

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2983 South Wheatland Road, and legally described as follows:

LOT FOUR (4) IN BLOCK THREE (3) OF LAKELAND HEIGHTS AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, IL. SITUATED IN MACON COUNTY, IL.

PIN # 17-12-36-126-013

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

SIGNATURE

PRINTED NAME

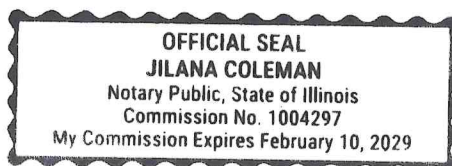
STREET ADDRESS, CITY, STATE

Marshall G. Herring Marshall G. Herring 3434 Martha Dr, Decatur, IL

Signed and sworn to before me this 25<sup>th</sup> day of February, 2025

Jilana Coleman  
Notary Public

(Rev. 12/2014)



**PETITION FOR ANNEXATION**

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

The undersigned, under oath, respectfully represents as follows:

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

Tori J. Herring

Serena R. Dechant

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PIN # 17-12-36-126-013

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

**SIGNATURE**

**PRINTED NAME**

**STREET ADDRESS, CITY, STATE**

Tori J. Herring

Tori J. Herring

2983 S. Wheatland Rd Decatur, IL

Serena R. Dechant

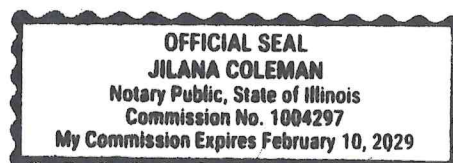
Serena R. Dechant

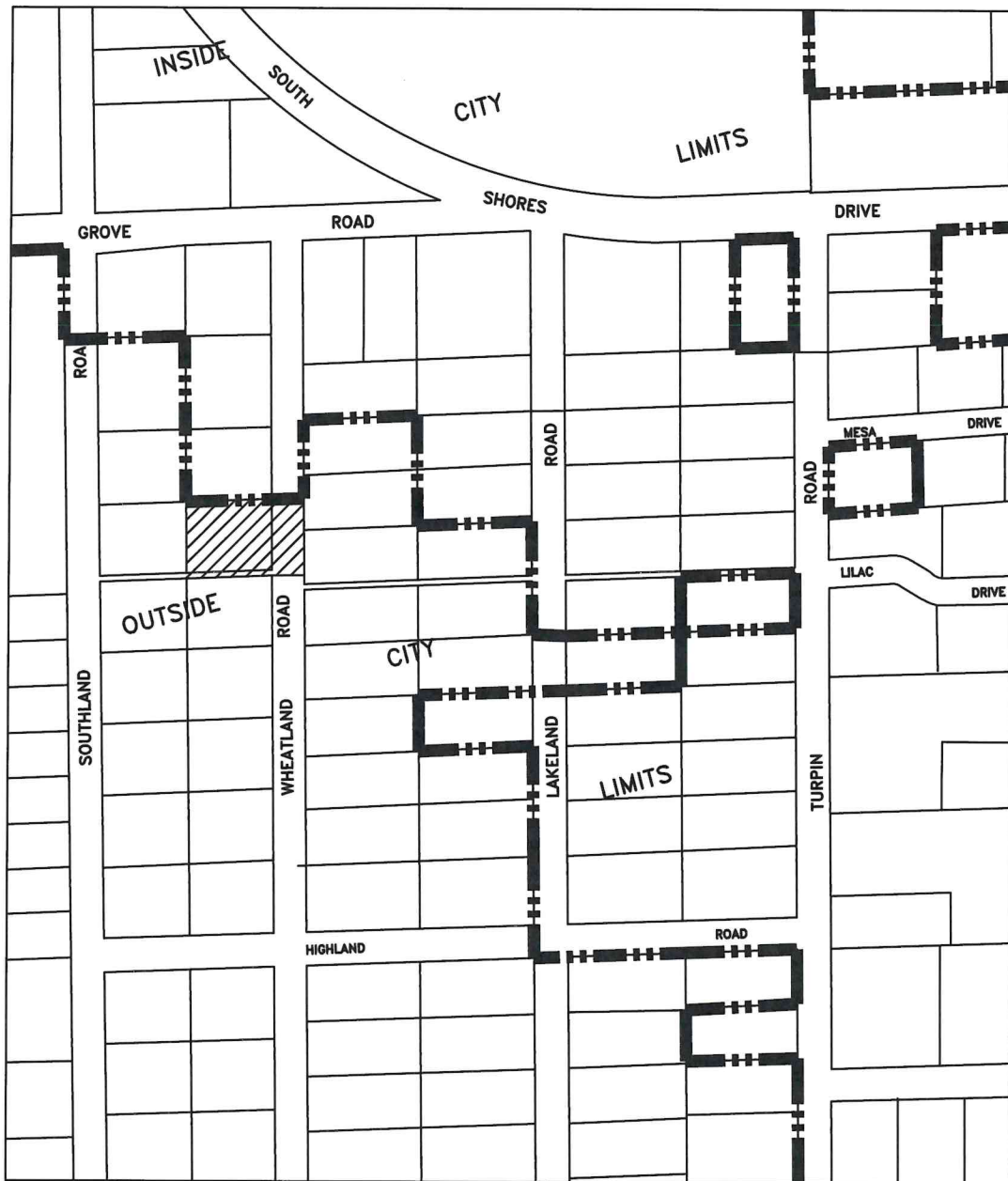
2983 S. Wheatland Rd Decatur, IL

Signed and sworn to before me this 11 day of March, 20 25

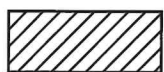
Jilana Coleman  
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS  
2983 S. WHEATLAND ROAD



indicates territory annexed



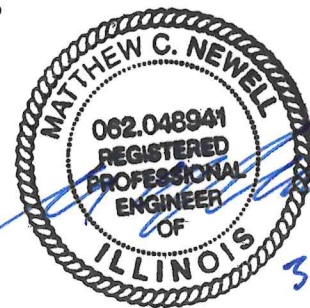
indicates existing corporate limits

0.46± acres

AREA 0.00075± sq. miles

140± lin. ft. of public road

SOUTH WHEATLAND township



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

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

ORDINANCE NO: \_\_\_\_\_

DATE: \_\_\_\_\_

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

Exhibit B

**Council Memo  
Public Works Department  
No. 2025-38**

**DATE:** 4/7/2025

**TO:** Honorable Mayor Julie Moore Wolfe and City Council Members

**FROM:** Tim Gleason, City Manager  
Matt Newell, Director of Public Works  
Byron Bowman, Municipal Services Manager

**SUBJECT:**  
**Resolution Approving the Purchase and Installation of Two (2) Emergency Warning Sirens**

**SUMMARY RECOMMENDATION:** It is proposed that the City Council approve the attached resolution authorizing the mayor to sign and the City Clerk to attest to the expenditure of \$51,767.00 to Federal Signal Corporation for the purchase and installation of two Federal Signal outdoor emergency warning sirens.

**BACKGROUND:**

**New Emergency Warning Sirens**

The City currently has 21 outdoor emergency warning sirens. In 2015 the City began replacing the outdoor warning sirens due to the age of the system and the limited availability of replacement parts. At that time, competitive quotes were received and it was determined that Federal Signal Corporation provided the best value to the City for providing emergency warning sirens. The Federal Signal siren is the most popular siren in Central Illinois and is compatible with the City's radio system. As part of this replacement program, to date, the City has replaced 13 of its 21 outdoor emergency warning sirens.

The warning sirens located at MacArthur/Sheffield and Enterprise School are planned for replacement this year. These sirens have had outages in recent years. The siren located at MacArthur/Sheffield has controller boards that have been repeatedly replaced. The siren located at Enterprise School has been selected due to chain and gear box problems. Both sirens being replaced are American RM130's and will be replaced with Federal 2001-130 sirens.

**SCHEDULE:**

Following approval by the City Council the Outdoor Warning Sirens will be purchased, and the installation scheduled. The new Outdoor Warning Sirens should be installed and commissioned within 60 days of the receipt of the equipment, weather permitting.

**LEGAL REVIEW:** There are no contracts for Legal to review.

**PRIOR COUNCIL ACTION:**

Since 2015 the City has been installing new emergency warning sirens at a rate of 2 per year.

The approved 2025 budget included funding for 2 new sirens.

**POTENTIAL OBJECTIONS:** There are no known objections to this request.

**INPUT FROM OTHER SOURCES:**

**STAFF REFERENCE:** Matt Newell, Public Works Director, Byron Bowman, Municipal Services Manager, Rick Baker, Municipal Services Operations Supervisor. Matt Newell will be present to answer any questions of the Council on this item.

**BUDGET/TIME IMPLICATIONS:** Funding for these expenditures are included in the FY2025 budget.

**ATTACHMENTS:**

1. 2025-38 Resolution Emergency Sirens

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF TWO (2)  
EMERGENCY WARNING SIRENS**

---

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

Section 1. That the Federal Signal Corporation quote received for two Federal Signal outdoor emergency warning sirens, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the quote of Federal Signal Corporation in the amount of \$51,767.00, be accepted and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Federal Signal Corporation for their quoted price of \$51,767.00

PRESENTED and ADOPTED this 7<sup>th</sup> day of April, 2025.

---

Julie Moore Wolfe, Mayor

ATTEST:

---

Kim Althoff, City Clerk



# QUOTATION

**Quoted To:**

City of Decatur  
Attn: Ryan Odom  
2600 N. Jasper Street  
Decatur, IL 62526  
Phone: 217-521-2392  
E-Mail: rodom@decaturil.gov

**Quotation No.: ANS 0325202504A.1**

Reference quote no. on your order

**Quotation Date: 3/25/2025**

**Expiration Date: 6/25/2025**

**Sales Representative: Jeffrey Ryba**

**Representative Firm: Braniff Comm.**

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

| Delivery                                                        |      | Terms                                                          |                                                                                                                                                                                                                                                                                                                                                                                                              | FOB        | Ship Via           |
|-----------------------------------------------------------------|------|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------|
| 10 Weeks                                                        |      | Equipment - NET30 upon shipment, Services - NET30 as completed |                                                                                                                                                                                                                                                                                                                                                                                                              | Origin     | Braniff Comm.      |
| Line                                                            | Qty. | Part Number                                                    | Description                                                                                                                                                                                                                                                                                                                                                                                                  | Unit Price | Total              |
| City of Decatur, IL                                             |      |                                                                |                                                                                                                                                                                                                                                                                                                                                                                                              |            |                    |
| Proposal for Two (2) New 2001-130 series Outdoor Warning Sirens |      |                                                                |                                                                                                                                                                                                                                                                                                                                                                                                              |            |                    |
| Site Locations - D2 and D20 (ASC RM-130 Siren Type)             |      |                                                                |                                                                                                                                                                                                                                                                                                                                                                                                              |            |                    |
| New Warning Sirens & Controls                                   |      |                                                                |                                                                                                                                                                                                                                                                                                                                                                                                              |            |                    |
| 1                                                               | 2    | 2001-130                                                       | Electro-Mechanical Rotating Siren, 130 dB(C) 800Hz                                                                                                                                                                                                                                                                                                                                                           | \$9,849.00 | \$19,698.00        |
| 2                                                               | 2    | DCB                                                            | Mechanical Siren Controller, DC                                                                                                                                                                                                                                                                                                                                                                              | \$4,818.00 | \$9,636.00         |
| 3                                                               | 2    | Q-DCCONVERTER                                                  | DC Kit, DC-DC Converter                                                                                                                                                                                                                                                                                                                                                                                      | \$473.00   | \$946.00           |
| 4                                                               | 2    | SK-DCM-R                                                       | Sensor Kit, DC Motor, Rotation                                                                                                                                                                                                                                                                                                                                                                               | \$209.00   | \$418.00           |
| Optional Installation Services                                  |      |                                                                |                                                                                                                                                                                                                                                                                                                                                                                                              |            |                    |
| 5                                                               | 2    | TK-IO-CUSTINS                                                  | Installation Services, Custom, Installation of 2001-130 series siren equipment on existing treated timber pole including all related installer-provided material/hardware. Existing Motorola XTL Radio & Antenna System to be utilized. Includes standard duty batteries as well as siren commissioning services. Also includes removal of existing siren hardware and transport to customer's staging area. | \$9,860.00 | \$19,720.00        |
| 6                                                               | 1    | TK-IO-CRTPAY-CU                                                | Admin Fee, Prevailing Wage / Certified Payroll / Davis-Bacon Act.                                                                                                                                                                                                                                                                                                                                            | \$1,349.00 | \$1,349.00         |
| 7                                                               | 1    | FREIGHTANS                                                     | Shipping & Handling Fees                                                                                                                                                                                                                                                                                                                                                                                     | \$0.00     | \$0.00             |
| <b>Quotation Total:</b>                                         |      |                                                                |                                                                                                                                                                                                                                                                                                                                                                                                              |            | <b>\$51,767.00</b> |

## EXHIBIT A



**Quoted To:**

City of Decatur  
Attn: Ryan Odom  
2600 N. Jasper Street  
Decatur, IL 62526  
Phone: 217-521-2392  
E-Mail: rodom@decaturil.gov

**Quotation No.: ANS 0325202504A.1**

Reference quote no. on your order

**Quotation Date: 3/25/2025**

**Expiration Date: 6/25/2025**

**Sales Representative: Jeffrey Ryba**

**Representative Firm: Braniff Comm.**

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

**Quotation Notes:**

- 1 Sales tax, if applicable, is not included and will be additional.
- 2 Any fees associated with the removal or connection of power, by the Utility provider or any other entity, shall be the responsibility of the City.
- 3 Electrical service equipment including, and limited to, weatherproof fused service disconnects and electrical meter sockets are included in this proposal. Any additional electrical service or power distribution equipment is not included, nor provided for, in this proposal.
- 4 Braniff shall contact JULIE and exercise due care during the equipment installation to prevent damage to underground utilities and surrounding facilities.
- 5 Site restoration is not provided for, nor included, in this proposal.
- 6 Permits, bonds, licenses and fees, if applicable and required, are not included and will be additional.

**Proposed By:** Jeffrey Ryba  
**Company:** Braniff Communications, Inc.  
**Address:** 4741 W. 136th Street, Crestwood, IL 60418  
**Country:** USA  
**Phone:** 708-597-3200  
**Fax:** 708-597-3307  
**E-Mail:** jryba@braniffcommunications.com  
**RSM Approval:** Teague Cliff

**Purchase order MUST be made out to:**

Federal Signal Corporation, Alerting & Notification Systems, 2645 Federal Signal Drive, University Park, IL 60484

**Accepted By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## TRANSPORTATION SERVICES DEPARTMENT

No. 2025-6

April 7, 2025

**TO:** Mayor Julie Moore Wolfe and City Council Members

**FROM:** Tim Gleason, City Manager  
Melissa Hon, Deputy City Manager  
Lacie Elzy, Transportation Services Director

**SUBJECT:** Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Paul Tree Farms LLC For Tree Installation Contract.

**SUMMARY RECOMMENDATION:** The City of Decatur was awarded a tree grant by the United States Department of Agriculture (USDA) in the amount of \$750,000. The City's monetary match was waived due to a federal waiver provided that the trees are planted in certain areas. This grant is to fund the planting, watering, and maintenance of 1200 trees to be planted in the City of Decatur over the next 5 years.

The City partnered with the Park District to apply and carry out this grant. The goal is to restore our tree canopy and the parks where we have lost trees due to disease, storms, etc. The trees can be planted on public or private property in the urban core where the tree canopy is less than the peripheral of the City. The goal is to plant an average of 250 trees in their final planting destination within the urban core.

Paul Tree Farms, LLC has agreed to donate 185 various size trees for this project and only charge the cost of transportation, installation, root injections, fertilizer packs with a two year warranty. The value of the donated trees is a savings of \$211,650.00. The total cost of installation to the grant funds will be \$146,490.00.

This second batch of trees will be primarily planted on City property located at 1165 N Jordan St, 1221 E. Condit St., Decatur Public Library and the Decatur Civic Center while we build out additional public partnerships. This grant compliments the City funded tree replacement reimbursement program during the next 5 years.

**INPUT FROM OTHER SOURCES:** City staff, Park District, and University of Illinois Extension arborist.

**POTENTIAL OBJECTIONS:** Staff is not aware of objections.

**STAFF REFERENCE:** Should the City Council have any questions; they may contact Lacie Elzy at 217-542-3559 or [lelzy@decaturil.gov](mailto:lelzy@decaturil.gov)

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING EXECUTION OF PURCHASE ORDER  
BETWEEN CITY OF DECATUR, ILLINOIS AND PAUL TREE FARMS,  
LLC FOR TREE INSTALLATION CONTRACT**

---

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

**Section 1.** That the Proposal for 257 trees from Paul Tree Farms LLC included as Attachment A, is hereby, accepted and approved.

**Section 2.** That the cost of 185 trees plus installation from Paul Tree Farms LLC in an amount not to exceed \$146,490.00 will be reimbursed by the United States Department of Agriculture grant.

**Section 3.** That the Purchasing Supervisor of the City of Decatur be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Paul Tree Farms, LLC. in an amount not to exceed \$146,490.00.

**PRESENTED AND ADOPTED** this 7th Day of April 2025

---

Mayor Julie Moore Wolfe

ATTEST:

---

Kim Althoff, City Clerk

## Attachment A

### PAUL TREE FARMS LLC

12430 State Route 125

Pleasant Plains, IL 62677

217-971-7876

## Estimate

### ADDRESS

Attention: Lacie Elzy

Purchasing And Internal

Services Division

Public Works Department

#1 Gary K, Anderson Plaza

Decatur, IL 62523-1196

ESTIMATE # 1128

DATE 03/05/2025

### PHONE

217-521-1709

| DATE | ACTIVITY                                                                                                                                                                                                                              | QTY | RATE | AMOUNT |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|--------|
|      | <b>Riverbirch 60"</b>                                                                                                                                                                                                                 | 48  | 0.00 | 0.00   |
|      | River birch is a popular, fast-growing native tree for the home landscape. Attractive salmon-pink to reddish-brown bark exfoliates to reveal lighter inner bark. Dark green foliage turns a beautiful buttery yellow in the fall.     |     |      |        |
|      | <b>Prairiefire Crabapples 56"</b>                                                                                                                                                                                                     | 28  | 0.00 | 0.00   |
|      | <b>Serviceberry 56"</b>                                                                                                                                                                                                               | 16  | 0.00 | 0.00   |
|      | <b>Royal Raindrops Crabapple 56"</b>                                                                                                                                                                                                  | 12  | 0.00 | 0.00   |
|      | Moderate growing, red leaf, vibrant pink to red spring flowers, 20 foot tall to 15 foot wide.                                                                                                                                         |     |      |        |
|      | <b>Bald Cypress 60"</b>                                                                                                                                                                                                               | 27  | 0.00 | 0.00   |
|      | This tree can grow up 50 to 70 feet tall and as wide as 25 feet when matured.                                                                                                                                                         |     |      |        |
|      | The Bald Cypress Tree differs from many other coniferous trees as it is deciduous, meaning that it drops its needles right before winter.                                                                                             |     |      |        |
|      | These are very long-lived trees, many of them living up to 600 years with some specimens living up to 1,000 years!                                                                                                                    |     |      |        |
|      | <b>Autumn Blaze Red Maple 60" Rootball</b>                                                                                                                                                                                            | 5   | 0.00 | 0.00   |
|      | Autumn Blaze (Acer fremanii) is prized as the fastest growing Maple tree with a hardy nature and brilliant color of bright pinkish - red fall color. One of the first trees to turn color in the fall and is seedless which means low |     |      |        |

| DATE | ACTIVITY                                                                                                                                                                                          | QTY | RATE   | AMOUNT    |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|-----------|
|      | maintenance!                                                                                                                                                                                      |     |        |           |
|      | Hackberry 60"                                                                                                                                                                                     | 6   | 0.00   | 0.00      |
|      | Royal Frost Birch 44"                                                                                                                                                                             | 12  | 0.00   | 0.00      |
|      | Royal Frost Birch 44"                                                                                                                                                                             |     |        |           |
|      | Delivery and Installation<br>44's                                                                                                                                                                 | 12  | 375.00 | 4,500.00  |
|      | Delivery and Installation<br>56's                                                                                                                                                                 | 56  | 575.00 | 32,200.00 |
|      | Delivery and Installation<br>60's                                                                                                                                                                 | 86  | 675.00 | 58,050.00 |
|      | Root Injections                                                                                                                                                                                   | 462 | 10.00  | 4,620.00  |
|      | Rooting hormones that will help your tree<br>transplant better and add the nutrients to soil<br>your tree needs to thrive. Place root<br>injections around the ball of your tree every<br>spring. |     |        |           |
|      | Fertilizer Packs                                                                                                                                                                                  | 462 | 5.00   | 2,310.00  |
|      | 2-year Warranty                                                                                                                                                                                   | 154 | 30.00  | 4,620.00  |

Deliver and Install to:  
1165 North Jordan Street  
Decatur, IL 62523

|              |                     |
|--------------|---------------------|
| SUBTOTAL     | 106,300.00          |
| TAX          | 0.00                |
| <b>TOTAL</b> | <b>\$106,300.00</b> |

Accepted By

Accepted Date

St

**GARCIA  
PROPERTY  
GROUP  
INC**

**CITY OF DECATUR**

North Woodford St

BENCH

Red Oak  
Knob  
Bench

BAID  
cyphess

USARINE  
PATH

BAID  
cyphess

CLUMP  
BENCH

BENCH

CNAB

CNAB

HACKBERRY

SEWERBERRY

A.B.  
MAPLE

PAUL TREE FARMS LLC  
12430 State Route 125  
Pleasant Plains, IL 62677  
217-971-7876

## Estimate

### ADDRESS

Attention: Lacie Elzy  
Purchasing And Internal  
Services Division  
Public Works Department  
#1 Gary K, Anderson Plaza  
Decatur, IL 62523-1196

ESTIMATE # 1129

DATE 03/10/2025

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### PHONE

217-521-1709

| DATE | ACTIVITY                                                                                                                                                                                                                                                                                                                                                                    | QTY | RATE   | AMOUNT    |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|-----------|
|      | <b>Riverbirch 60"</b><br>River birch is a popular, fast-growing native tree for the home landscape. Attractive salmon-pink to reddish-brown bark exfoliates to reveal lighter inner bark. Dark green foliage turns a beautiful buttery yellow in the fall.                                                                                                                  | 9   | 0.00   | 0.00      |
|      | <b>Serviceberry 56"</b>                                                                                                                                                                                                                                                                                                                                                     | 6   | 0.00   | 0.00      |
|      | <b>Bald Cypress 60"</b><br>This tree can grow up 50 to 70 feet tall and as wide as 25 feet when matured.<br>The Bald Cypress Tree differs from many other coniferous trees as it is deciduous, meaning that it drops its needles right before winter.<br>These are very long-lived trees, many of them living up to 600 years with some specimens living up to 1,000 years! | 10  | 0.00   | 0.00      |
|      | <b>Hackberry 60"</b>                                                                                                                                                                                                                                                                                                                                                        | 3   | 0.00   | 0.00      |
|      | <b>Sun valley maple 60"</b><br>36" Rootball. The leaves turn bright red in autumn and often deepen to dark red.                                                                                                                                                                                                                                                             | 3   | 0.00   | 0.00      |
|      | <b>Delivery and Installation</b><br>56's                                                                                                                                                                                                                                                                                                                                    | 6   | 575.00 | 3,450.00  |
|      | <b>Delivery and Installation</b><br>60's                                                                                                                                                                                                                                                                                                                                    | 25  | 675.00 | 16,875.00 |
|      | <b>Root Injections</b>                                                                                                                                                                                                                                                                                                                                                      | 93  | 10.00  | 930.00    |



| DATE | ACTIVITY                                                                                                                                                                              | QTY | RATE  | AMOUNT |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|--------|
|      | Rooting hormones that will help your tree transplant better and add the nutrients to soil your tree needs to thrive. Place root injections around the ball of your tree every spring. |     |       |        |
|      | Fertilizer Packs                                                                                                                                                                      | 93  | 5.00  | 465.00 |
|      | 2-year Warranty                                                                                                                                                                       | 31  | 30.00 | 930.00 |

Ship and Install Trees To: 1221 East Condit Street  
Decatur, IL. 62523

|          |                    |
|----------|--------------------|
| SUBTOTAL | 22,650.00          |
| TAX      | 0.00               |
| TOTAL    | <b>\$22,650.00</b> |

Accepted By

Accepted Date



LAKE CHARLES

P.FINE  
CRABAPPLE

CAMP  
BIRCH

SOUTH  
VALLEY  
MAPLE

OLD  
CYPRESS

CITY OF DECATUR

HICK BUSH

SEVIER

**PAUL TREE FARMS LLC**

12430 State Route 125

Pleasant Plains, IL 62677

+12179717876

# Estimate

**ADDRESS**

Attention: Lacie Elzy

Purchasing And Internal

Services Division

Public Works Department

#1 Gary K, Anderson Plaza

Decatur, IL 62523-1196

**ESTIMATE # 1130****DATE 03/19/2025****PHONE**

714-876-5100

| DATE | ACTIVITY                                                                                                                                                                                                                                           | QTY | RATE   | AMOUNT   |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|----------|
|      | <b>Prairiefire Crabapples 56"</b>                                                                                                                                                                                                                  | 5   | 0.00   | 0.00     |
|      | <b>Autumn Blaze Red Maple 60" Rootball</b>                                                                                                                                                                                                         | 4   | 0.00   | 0.00     |
|      | Autumn Blaze (Acer fremanii) is prized as the fastest growing Maple tree with a hardy nature and brilliant color of bright pinkish - red fall color. One of the first trees to turn color in the fall and is seedless which means low maintenance! |     |        |          |
|      | <b>Delivery and Installation</b>                                                                                                                                                                                                                   | 5   | 575.00 | 2,875.00 |
|      | 56's                                                                                                                                                                                                                                               |     |        |          |
|      | <b>Delivery and Installation</b>                                                                                                                                                                                                                   | 4   | 675.00 | 2,700.00 |
|      | 60's                                                                                                                                                                                                                                               |     |        |          |
|      | <b>Root Injections</b>                                                                                                                                                                                                                             | 27  | 10.00  | 270.00   |
|      | Rooting hormones that will help your tree transplant better and add the nutrients to soil your tree needs to thrive. Place root injections around the ball of your tree every spring.                                                              |     |        |          |
|      | <b>Fertilizer Packs</b>                                                                                                                                                                                                                            | 27  | 5.00   | 135.00   |
|      | <b>2-year Warranty</b>                                                                                                                                                                                                                             | 27  | 30.00  | 810.00   |

Deliver and Install to:  
Civic Center  
#1 Gary K Anderson  
Decatur, IL 62523

**SUBTOTAL****6,790.00****TAX****0.00**

TOTAL

**\$6,790.00**

Accepted By

Accepted Date

**PAUL TREE FARMS LLC**

12430 State Route 125

Pleasant Plains, IL 62677

+12179717876

# Estimate

**ADDRESS**

Attention: Lacie Elzy

Purchasing And Internal

Services Division

Public Works Department

#1 Gary K, Anderson Plaza

Decatur, IL 62523-1196

**ESTIMATE # 1132****DATE 03/19/2025****PHONE**

217-521-1709

| DATE | ACTIVITY                                                                                                                                                                                                                                                                                                                                                                    | QTY | RATE   | AMOUNT   |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------|----------|
|      | <b>Riverbirch 60"</b><br>River birch is a popular, fast-growing native tree for the home landscape. Attractive salmon-pink to reddish-brown bark exfoliates to reveal lighter inner bark. Dark green foliage turns a beautiful buttery yellow in the fall.                                                                                                                  | 4   | 0.00   | 0.00     |
|      | <b>Prairiefire Crabapples 56"</b>                                                                                                                                                                                                                                                                                                                                           | 5   | 0.00   | 0.00     |
|      | <b>Bald Cypress 60"</b><br>This tree can grow up 50 to 70 feet tall and as wide as 25 feet when matured.<br>The Bald Cypress Tree differs from many other coniferous trees as it is deciduous, meaning that it drops its needles right before winter.<br>These are very long-lived trees, many of them living up to 600 years with some specimens living up to 1,000 years! | 6   | 0.00   | 0.00     |
|      | <b>Delivery and Installation</b><br>56's                                                                                                                                                                                                                                                                                                                                    | 5   | 575.00 | 2,875.00 |
|      | <b>Delivery and Installation</b><br>60's                                                                                                                                                                                                                                                                                                                                    | 10  | 675.00 | 6,750.00 |
|      | <b>Root Injections</b><br>Rooting hormones that will help your tree transplant better and add the nutrients to soil your tree needs to thrive. Place root injections around the ball of your tree every spring.                                                                                                                                                             | 45  | 10.00  | 450.00   |

| DATE | ACTIVITY         | QTY | RATE  | AMOUNT |
|------|------------------|-----|-------|--------|
|      | Fertilizer Packs | 45  | 5.00  | 225.00 |
|      | 2-year Warranty  | 15  | 30.00 | 450.00 |

|                            |          |                    |
|----------------------------|----------|--------------------|
| Deliver and Install to:    | SUBTOTAL | 10,750.00          |
| The Decatur Public Library | TAX      | 0.00               |
| 130 N Franklin Street      | TOTAL    | <b>\$10,750.00</b> |
| Decatur, IL 62523          |          |                    |

Accepted By

Accepted Date

**ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM**  
No. 25-05

March 27, 2025

**TO:** Honorable Mayor Julie Moore Wolfe and City Council

**FROM:** Tim Gleason, City Manager  
Lacie Elzy, Acting Director of Economic & Community Development

**SUBJECT:** Ordinance Rezoning Property from R-6 Multiple Dwelling District to B-2 Commercial District - 234 East Marietta Street

**SUMMARY RECOMMENDATION:** Staff recommends approval of the ordinance for rezoning. The City's Future Land Use Map in the Comprehensive plan shows this area as Mixed-Use Commercial/Residential. The proposed B-2 zoning would be compatible and consistent with the surrounding zoning and use and should have no adverse effect on the general area or the City as a whole.

The City Plan Commission voted 5-0 to recommend approval of the petition at the March 6, 2025 meeting. The minutes of the meeting are attached.

**BACKGROUND:** The subject site is approximately 0.29-acre and has been used for many years as a portion of the parking lot for John C. Ellis Lodge #17. The subject site is currently zoned R-6 Multiple Dwelling District. The Lodge and remaining portion of the parking lot is zoned B-2 Commercial District.

The petitioner proposes to rezone the site from R-6 Multiple Dwelling District to B-2 Commercial District to create a uniform zoning district for the site and surrounding area.

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

**POTENTIAL OBJECTION:** There were no objectors present at the Plan Commission meeting.

**INPUT FROM OTHER SOURCES:** N/A

**STAFF REFERENCE:** Any additional questions may be forwarded to Lacie Elzy ([lelzy@decaturil.gov](mailto:lelzy@decaturil.gov)).

**BUDGET/TIME IMPLICATIONS:** None.

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE REZONING PROPERTY FROM  
R-6 MULTIPLE DWELLING DISTRICT TO  
B-2 COMMERCIAL DISTRICT  
- 234 EAST MARIETTA STREET -**

WHEREAS, on the 6<sup>th</sup> day of March 2025, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of JOHN C ELLIS LODGE #17, to rezone premises legally described as:

The East Twenty-five (25) feet of Lot One (1) of the Masonic Lodge #17 Subdivision a part of Block Seven (7) of Higgins Addition to the City of Decatur, Illinois as per Plat recorded in Book 5000, Page 377 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

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

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

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

Section 2. That said described premises be, and they are hereby rezoned from R-6 Multiple Dwelling District to B-2 Commercial District.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 7<sup>th</sup> day of April 2025.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

KIM ALTHOFF, CITY CLERK



**STAFF REPORT**  
**Decatur City Plan Commission**

**Hearing Date** March 6, 2025  
**Case No.** 25-02  
**Property Location** 234 East Marietta Street  
**Request** Rezoning from R-6 Multiple Dwelling District to B-2 Commercial District.  
**Petitioner** John C. Ellis Lodge #17

---

**BACKGROUND**

The subject site is approximately 0.29-acre and has been used for many years as the John C. Ellis Lodge #17. The subject site is currently zoned R-3 Single Family Residence District.

**Surrounding Land Use and Zoning**

| <i>Direction</i> | <i>Existing Land Use</i> | <i>Zoning</i> | <i>Comprehensive Plan</i>        |
|------------------|--------------------------|---------------|----------------------------------|
| Subject Property | John C. Ellis Lodge #17  | R-6           | Mixed-Use Commercial/Residential |
| North            | EOC Parking Lot          | PD            | Mixed-Use Commercial/Residential |
| South            | EOC                      | PD            | Mixed-Use Commercial/Residential |
| East             | EOC                      | PD            | Mixed-Use Commercial/Residential |
| West             | Commercial               | B-2           | Mixed-Use Commercial/Residential |

**PROJECT DESCRIPTION**

The petitioner proposes to rezone the site from R-6 Multiple Dwelling District to B-2 Commercial District to create a uniform zoning district for the site and surrounding area.

**STAFF ANALYSIS**

The surrounding zoning districts include PD Planned Development District to the north, south and east and B-2 Commercial District to the west. The Macon County and Decatur Comprehensive Plan shows this area as Mixed-Use Commercial/Residential. The proposed B-2 zoning would be compatible and consistent with the surrounding zoning and uses.

The subject site is located within a mixed-use area and rezoning to B-2 Commercial District should have no adverse effect on the general area or the City as a whole.

**STAFF RECOMMENDATION**

Staff recommends approval of the rezoning request.

### **PLAN COMMISSION ACTION**

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case No. 25-02 to the City Council by the Plan Commission with a recommendation is warranted.

This report constitutes the testimony and recommendation of the Planning and Development Division, Economic and Community Development Department, City of Decatur.

Joselyn Stewart  
Senior Transportation and Land Use Planner

### **ATTACHMENTS**

1. Petition
2. Location Map



## City of Decatur, Illinois

### PETITION FOR REZONING

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

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

#### Please Type

#### SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

|                       |                                  |              |    |               |                       |
|-----------------------|----------------------------------|--------------|----|---------------|-----------------------|
| <b>Petitioner</b>     | John C Ellis Lodge #17           |              |    |               |                       |
| <b>Address</b>        | 234 East Marietta St             |              |    |               |                       |
| <b>City</b>           | Decatur                          | <b>State</b> | IL | <b>Zip</b>    | 625261                |
| <b>Telephone</b>      |                                  | <b>Fax</b>   |    | <b>E-mail</b> | jew0100@sbcglobal.net |
| <b>Property Owner</b> | John C Ellis Masonic Lodge #17   |              |    |               |                       |
| <b>Address</b>        | 234 East Marietta St             |              |    |               |                       |
| <b>City</b>           | Decatur                          | <b>State</b> | IL | <b>Zip</b>    | 62521                 |
| <b>Telephone</b>      |                                  | <b>Fax</b>   |    | <b>E-mail</b> |                       |
| <b>Representative</b> | Ron L Wilson-Trustee & Secretary |              |    |               |                       |
| <b>Address</b>        | 717 West Harold Circle           |              |    |               |                       |
| <b>City</b>           | Decatur                          | <b>State</b> | IL | <b>Zip</b>    | 62526                 |
| <b>Telephone</b>      | 217-433-0633                     | <b>Fax</b>   |    | <b>E-mail</b> | jew0100@sbcglobal.net |

#### SECTION TWO: SITE INFORMATION

|                                                  |                                                         |                              |                              |                                |                                         |                                                                                                                                                  |
|--------------------------------------------------|---------------------------------------------------------|------------------------------|------------------------------|--------------------------------|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Street Address</b>                            | 234 E. Marietta St                                      |                              |                              |                                |                                         |                                                                                                                                                  |
| <b>Legal Description</b>                         | Please see ATTACH                                       |                              |                              |                                |                                         |                                                                                                                                                  |
| <b>Present Zoning</b>                            | <input type="checkbox"/> R-1                            | <input type="checkbox"/> R-2 | <input type="checkbox"/> R-3 | <input type="checkbox"/> R-5   | <input checked="" type="checkbox"/> R-6 | Is this property a Planned Unit Development?<br><input type="checkbox"/> YES      Approval Date: _____<br><input checked="" type="checkbox"/> NO |
|                                                  | <input type="checkbox"/> B-1                            | <input type="checkbox"/> B-2 | <input type="checkbox"/> B-3 | <input type="checkbox"/> B-4   | <input type="checkbox"/> O-1            |                                                                                                                                                  |
|                                                  | <input type="checkbox"/> M-1                            | <input type="checkbox"/> M-2 | <input type="checkbox"/> M-3 | <input type="checkbox"/> PMR-1 |                                         |                                                                                                                                                  |
| <b>Please list all improvements on the site:</b> |                                                         |                              |                              |                                |                                         |                                                                                                                                                  |
| <b>Size of Tract</b>                             | <input type="checkbox"/> SF <input type="checkbox"/> AC |                              |                              |                                |                                         |                                                                                                                                                  |

#### SECTION THREE: REQUESTED ACTION

|                             |                              |                                         |                              |                                |                              |                                                                                                                             |
|-----------------------------|------------------------------|-----------------------------------------|------------------------------|--------------------------------|------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <b>Rezoned Property To:</b> | <input type="checkbox"/> R-1 | <input type="checkbox"/> R-2            | <input type="checkbox"/> R-3 | <input type="checkbox"/> R-5   | <input type="checkbox"/> R-6 | Will this property be a Planned Unit Development?<br><input type="checkbox"/> YES<br><input checked="" type="checkbox"/> NO |
|                             | <input type="checkbox"/> B-1 | <input checked="" type="checkbox"/> B-2 | <input type="checkbox"/> B-3 | <input type="checkbox"/> B-4   | <input type="checkbox"/> O-1 |                                                                                                                             |
|                             | <input type="checkbox"/> M-1 | <input type="checkbox"/> M-2            | <input type="checkbox"/> M-3 | <input type="checkbox"/> PMR-1 |                              |                                                                                                                             |
| <b>Other:</b>               |                              |                                         |                              |                                |                              |                                                                                                                             |

|                                                                                                  |                                                           |
|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <b>Section Three Continued</b>                                                                   |                                                           |
| <b>Purpose</b>                                                                                   | <i>Please state the purpose of the proposed rezoning.</i> |
| To have the property properly identified as a commercial zone area to have an Amusemnet License. |                                                           |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>SECTION FOUR: JUSTIFICATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| <i>The petitioner submits to the City Plan Commission and City Council the following facts (addit ional pages may be attached):</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| <p>In October 2023 we started the process to recieved an Amusement License. We use our location for Lodge meetings, Birthday Days, Anniversaries gathering, and for private &amp; public events.</p> <p>The portion of our parking lot on at 234 East Marietta St was once a residential area. This area has been used as commercial property since 1995 when the city gave us a "Forgiven Grant" to allow us to make that area a paved Parking Lot. We also at that time petition the City of Decatur for a permit for constructing that Parking Lot. We humble submit that the portion of our property that is our parking lot be place in a "B2" status.</p> |  |

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                     |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| <b>SECTION FIVE: CERTIFICATION</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                     |
|                                    | To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission. |                                     |
| <b>Petitioner's Signature</b>      | <i>Ron L Wilson</i>                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Date</b> <i>January 24, 2025</i> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>NOTES:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| <ol style="list-style-type: none"> <li>1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.</li> <li>2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council.</li> <li>3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal.</li> <li>4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.</li> </ol> |  |

Rev. 2 - 4/01

| OFFICE USE ONLY |  |
|-----------------|--|
| Date Filed      |  |
| By              |  |

# WARRANTY DEED

858608

(This Space Reserved for Notary Stamp)

FROM EDWIN W. JOKISCH, JR. and EVELYN JOKISCH,  
husband and wife

of Lincoln  
Macon County  
That This Instrument  
Record At 11:00 AM Filed For

On OCT 22 1968 578  
Recorded in 1632 Page 578

TO CHAUNCEY A. McCRODY, JR., WILLARD J.  
CRITTENDEN and LEROY ROGERS, as Trustees  
of John C. Ellis Lodge No. 17, Free and Accepted  
Masons, and to their successors in such Trust.

*John H. Johnson*  
Notary Public

This Indenture Witnesseth, That the Grantor EDWIN W. JOKISCH, JR. and EVELYN JOKISCH,  
husband and wife,

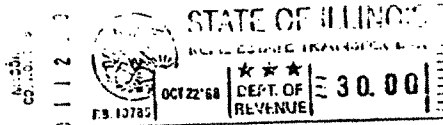
of the City of Decatur in the County of Macon and State of  
Illinois for and in the consideration of the sum of Ten Dollars (\$10.00) and  
other good and valuable considerations in hand paid, CONVEY and WARRANT to

CHAUNCEY A. McCRODY, JR., WILLARD J. CRITTENDEN and LEROY ROGERS, as Trustees  
of John C. Ellis Lodge No. 17, Free and Accepted Masons, and to their successors in such  
trust,

of the City of Decatur County of Macon and State of  
Illinois the following described real estate, to-wit:

Lot Ten (10) and Eleven (11) in Block Seven (7) of Higgins Addition to the  
City of Decatur, as per Plat recorded in Book 97 page 115 of the Records  
L. the Recorder's Office of Macon County, Illinois;

Subject to general taxes for the year 1968, payable in 1969, and all re-  
strictions, reservations and easements and former instruments of record  
affecting title,



situated in the County of Macon, in the State of Illinois, hereby releasing and waiving all rights under  
and by virtue of the Homestead Exemption Laws of the State of Illinois.

Dated this 21st day of October, A. D. 1968

*Edwin W. Jokisch Jr.* (Seal)  
Edwin W. Jokisch, Jr.

*Evelyn Jokisch* (Seal)  
Evelyn Jokisch

(Seal)

STATE OF ILLINOIS } ss.  
Macon County

I, the undersigned, a Notary Public in and for said County and State aforesaid,  
DO HEREBY CERTIFY, that Edwin W. Jokisch, Jr. and Evelyn Jokisch,  
husband and wife,

personally known to me to be the same person and whose name and subscribed  
to the foregoing instrument, appeared before me this day in person and acknowledged  
that they signed, sealed and delivered the said instrument as their free and  
voluntary act, for the uses and purposes therein set forth, including the release and waiv-  
er of the right of homestead.

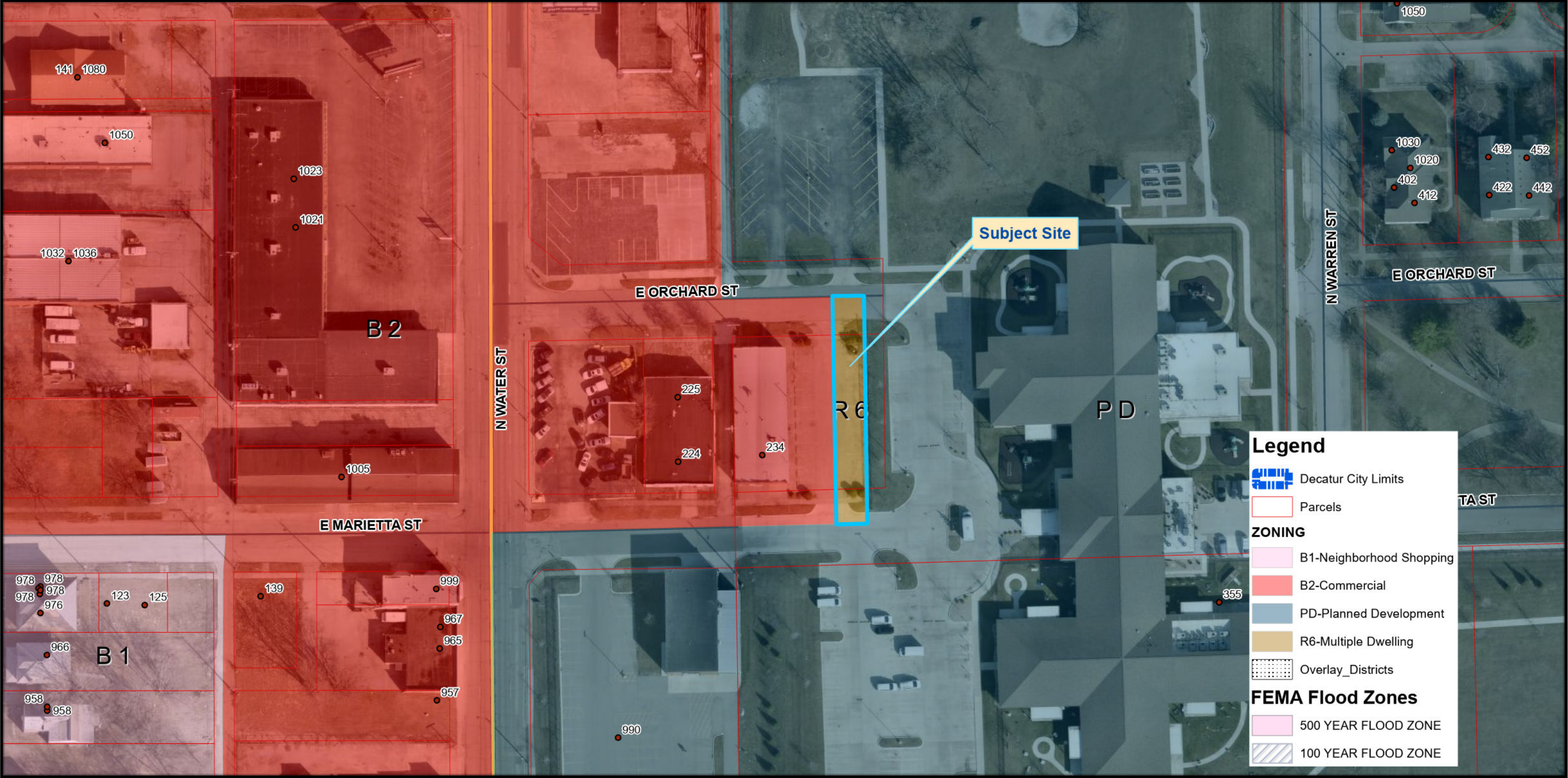
Given under my hand and notarial seal, this 21st day of October  
A. D. 1968

T-2-1

*Robert S. Gray* (Seal)  
Notary Public



City of Decatur Plan Commission  
234 East Marietta Street



Case No: 25-02  
Date: March 06, 2025  
Petition of: John C Ellis Lodge #17  
Requested Action: Rezone From R-6 Multiple Dwelling District to B-2 Commercial District





**Excerpts from Plan Commission Meeting of March 6, 2025:**

**Case No. 25-02 Petition of JOHN C ELLIS LODGE #17 to rezone the property located at 234 EAST MARIETTA STREET, from R-6 Multiple Dwelling District to B-2 Commercial District**

It was moved and seconded (Bobby Garner/Matt Naber) to forward Case No. 25-02 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

James Billingsley, on behalf of Ron Wilson, was sworn in by Amy Goodman and is present in support of the rezoning.

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Andrew Taylor, Josh Prasun, James Oliver voted aye. Motion carried.

**ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM**  
No. 25-06

March 27, 2025

**TO:** Honorable Mayor Julie Moore Wolfe and City Council

**FROM:** Tim Gleason, City Manager  
Lacie Elzy, Acting Director of Economic & Community Development

**SUBJECT:** Ordinance Amending Zoning Ordinance to Fence Regulations

**SUMMARY RECOMMENDATION:** Staff recommends approval of this ordinance amending the Zoning Ordinance to Section XXIV Fences that provides clarity to the City's fence regulations and removes duplicative language.

The City Plan Commission voted 5-0 to recommend approval of the petition at the March 6, 2025 meeting. The minutes of the meeting are attached.

**BACKGROUND:** The proposed amendment adds a table with the maximum fence height in required yards for zoning districts within the City. The table replaces separate subsections for the zoning districts that contains duplicative language. Language was also added to clarify what constitutes fence materials and that fences are allowed in utility or drainage easements at the homeowner's risk and must not inhibit drainage flow.

Also, the amendment clarifies that barbed wire type material is not permitted by right on fences in the Office and Commercial Districts. The Zoning Ordinance allows for variance requests to allow barbed wire type material in office and commercial districts. Language was also added to clarify that barbed wire type material is permitted for security around hazardous equipment or installations, such as but not limited to, high voltage equipment, electrical transformers, volatile fuel installation, etc.

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

**POTENTIAL OBJECTION:** There were no objectors present at the Plan Commission meeting.

**INPUT FROM OTHER SOURCES:** N/A

**STAFF REFERENCE:** Any additional questions may be forwarded to Lacie Elzy ([lelzy@decaturil.gov](mailto:lelzy@decaturil.gov)).

**BUDGET/TIME IMPLICATIONS:** None.



**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE AMENDING ZONING ORDINANCE  
- SECTION XXIV FENCES -**

WHEREAS, on the 6<sup>th</sup> day of March 2025 upon due notice, the Decatur City Plan Commission held a public hearing on the petition of Cordaryl Patrick, Director of Economic & Community Development, to modify and amend the Zoning Ordinance of the City of Decatur, the same being Ordinance No. 3512, as amended, to Section XXIV Fences that provides clarity to the City's fence regulations and removes duplicative language.

**SECTION XXIV. FENCES**

**A. PERMIT REQUIRED**

1. Regulation

Fences, unless otherwise specified by ordinance, shall conform to the requirements of this section. No fences not meeting the requirements described herein shall be permitted.

2. Permit Required.

Except as otherwise provided herein, it shall be unlawful to erect, construct, reconstruct, enlarge, or structurally modify a fence without first obtaining a building permit.

Fences installed for protection of a construction or demolition site (as specified in Chapter 33 of the International Building Code) are exempt from permit requirements but must be removed upon completion of the project.

**B. GENERALLY**

1. Lawfully constructed fences within the City limits of the City of Decatur which were in compliance with the Zoning Ordinance existing on the effective date of this Ordinance and subsequent amendments that do not conform to development regulations of the City of Decatur as codified herein, are hereby declared to be non-conforming.

2. Fences may be located on the property line provided that any post or other stabilizing apparatus shall be located within the property lines of the owner of the fence and shall have the finished side facing outward towards the public.
3. The fence height shall be measured from the established grade on the fence owner's property to the topmost section of said fence.
4. No fence within a required front yard that is more than fifty (50) opaque may be taller than four (4) feet.
5. No fence in any zoning district shall be constructed at a height greater than three and one-half (3 ½) feet above the established street grade within the vision clearance triangle nor shall any fence limit the clear sight of vehicular traffic.
6. Fences may be placed on utility or drainage easements at the homeowner's risk. Fences must not inhibit drainage flow and may not be installed within a flood plain as determined by FEMA NFIP/FIRM determination maps. If the fence needs to be removed to access utilities for any reason, the City of Decatur or utility contractors are not responsible for reinstallation, repairs and/or replacement.
7. Fence materials shall allow for all the standard fencing options, including standard wood fencing material, decorative metal, chain link, vinyl and composite.
8. It shall be unlawful for any person within the city to place, build or erect a fence, railing or guard of any kind constructed of barbed wire, iron spikes, electrically charged fence or other sharp-pointed material, however, this section shall not prohibit the use of such material when:
  - a) Located in agriculture or industrial zoning districts, or for security around hazardous equipment or installations, such as but not limited to, high voltage equipment, electrical transformers, volatile fuel installation, etc.; and
  - b) Such barbed wire, iron spikes, or other sharp-pointed material is at an elevation of no less than six (6) feet above grade thereof nearest such device and must be extended inward towards the property enclosed.
9. The Zoning Board of Appeals may grant variances for fences in accordance with Section XXXI.B. of this Zoning Ordinance.

### C. MAXIMUM FENCE HEIGHT IN REQUIRED YARDS

| Table XXIV-1: Maximum Permitted Fence Height |                     |                     |                     |
|----------------------------------------------|---------------------|---------------------|---------------------|
| <u>Districts</u>                             | <u>Front Yard</u>   | <u>Side Yard</u>    | <u>Rear Yard</u>    |
| Agriculture Districts                        | 8 feet              | 8 feet              | 8 feet              |
| Residential Districts                        | 4 feet <sup>1</sup> | 6 feet <sup>2</sup> | 6 feet <sup>2</sup> |
| Office & Commercial Districts                | 4 feet              | 8 feet              | 8 feet              |
| Industrial Districts                         | -                   | -                   | -                   |

Notes:

1. On Residential District corner lots, the front yard maximum height of 4 feet shall be construed to refer only to the side of the lot actually used as the front yard.
2. In Residential Districts, fences in side or rear yards adjacent to an R-6, O-1, B-1, B-2, B-3, M-1, M-2, M-3, PD, and PMR Districts may be built to a height up to eight (8) feet.

WHEREAS, the Decatur City Plan Commission did report its findings and did recommend that said petition be granted and that the Zoning Ordinance be so modified and amended.

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

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

Section 2. That the Zoning Ordinance of the City of Decatur be, and the same is hereby, amended and modified.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause this ordinance to be published in pamphlet form.

PRESENTED, PASSED, APPROVED AND RECORDED this 7<sup>th</sup> day of April 2025.

---

JULIE MOORE WOLFE, MAYOR

ATTEST:

---

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS  
- ZONING ORDINANCE -

**SECTION II. FENCES (Amended, Ordinance No. 2009-38)**

**A. PERMIT REQUIRED**

1. Regulation

Fences, unless otherwise specified by ordinance, shall conform to the requirements of this section. No fences not meeting the requirements described herein shall be permitted.

2. Permit Required.

Except as otherwise provided herein, it shall be unlawful to erect, construct, reconstruct, enlarge, or structurally modify a fence without first obtaining a building permit.

Fences installed for protection of a construction or demolition site (as specified in Chapter 33 of the International Building Code) are exempt from permit requirements but must be removed upon completion of the project.

**B. GENERALLY**

1. Lawfully constructed fences within the City limits of the City of Decatur which were in compliance with the Zoning Ordinance existing on the effective date of this Ordinance and subsequent amendments that do not conform to development regulations of the City of Decatur as codified herein, are hereby declared to be non-conforming.
- ~~2. No fence in the B-3, M-3 and PD zoning districts shall be permitted unless approved by City Council.~~
2. Fences may be located on the property line provided that any post or other stabilizing apparatus shall be located within the property lines of the owner of the fence and shall have the finished side facing outward towards the public
3. The fence height shall be measured from the established grade on the fence owner's property to the topmost section of said fence.
4. No fence within a required front yard that is more than fifty (50) opaque may be taller than four (4) feet.

5. No fence in any zoning district shall be constructed at a height greater than three and one-half (3 ½) feet above the established street grade within the vision clearance triangle nor shall any fence limit the clear sight of vehicular traffic.
6. Fences may be placed on utility or drainage easements at the homeowner's risk. Fences must not inhibit drainage flow and may not be installed within a flood plain as determined by FEMA NFIP/FIRM determination maps. If the fence needs to be removed to access utilities for any reason, the City of Decatur or utility contractors are not responsible for reinstallation, repairs and/or replacement.
7. Fence materials shall allow for all of the standard fencing options, including standard wood fencing material, decorative metal, chain link, vinyl and composite.
8. It shall be unlawful for any person within the city to place, build or erect a fence, railing or guard of any kind constructed of barbed wire, iron spikes, electrically charged fence or other sharp-pointed material, however, this section shall not prohibit the use of such material when:
  - c) Located in agriculture or industrial zoning districts, or for security around hazardous equipment or installations, such as but not limited to, high voltage equipment, electrical transformers, volatile fuel installation, etc.; and
  - d) Such barbed wire, iron spikes, or other sharp-pointed material is at an elevation of no less than six (6) feet above grade thereof nearest such device and must be extended inward towards the property enclosed.
- ~~3. Fences installed for protection of a construction or demolition site (as specified in Chapter 33 of the International Building Code) are exempt from permit requirements but must be removed upon completion of the project.~~
- 4.9. The Zoning Board of Appeals may grant variances for fences in accordance with Section XXXI.B. of this Zoning Ordinance.

### C. MAXIMUM FENCE HEIGHT IN REQUIRED YARDS

| <b><u>Table XXIV-1: Maximum Permitted Fence Height</u></b> |                           |                           |                           |
|------------------------------------------------------------|---------------------------|---------------------------|---------------------------|
| <b><u>Districts</u></b>                                    | <b><u>Front Yard</u></b>  | <b><u>Side Yard</u></b>   | <b><u>Rear Yard</u></b>   |
| <u>Agriculture Districts</u>                               | <u>8 feet</u>             | <u>8 feet</u>             | <u>8 feet</u>             |
| <u>Residential Districts</u>                               | <u>4 feet<sup>1</sup></u> | <u>6 feet<sup>2</sup></u> | <u>6 feet<sup>2</sup></u> |
| <u>Office and Commercial Districts</u>                     | <u>4 feet</u>             | <u>8 feet</u>             | <u>8 feet</u>             |
| <u>Industrial Districts</u>                                | <u>=</u>                  | <u>=</u>                  | <u>=</u>                  |

Notes:

1. On Residential District corner lots, the front yard maximum height of 4 feet shall be construed to refer only to the side of the lot actually used as the front yard.

2. In Residential Districts, fences in side or rear yards adjacent to an R-6, O-1, B-1, B-2, B-3, M-1, M-2, M-3, PD, and PMR Districts may be built to a height up to eight (8) feet.

#### **~~D. FENCES IN RESIDENTIAL DISTRICTS~~**

~~1. Regulations in this subsection shall apply to the AG, R-1, R-2, R-3, R-5, R-6, and PMR zoning districts.~~

~~2. Barbed wire, razor wire, electrical fencing, spiked railing or any guard or barricade to which there is attached any pointed instrument, device or thing of any kind or description, designed, intended or liable to injure any person coming on contact therewith shall be prohibited except for in the AG zoning district. (Amended, Ordinance No. 2020-104, July 20, 2020)~~

~~3. Fences may be located on the property line provided that any post or other stabilizing apparatus shall be located within the property lines of the owner of the fence and shall have the finished side facing outward towards the public.~~

~~4. No fence exceeding four (4) feet in height, measured from surrounding grade to the highest point on the fence, shall be constructed or erected in the front yard, including any front yard beyond the required front yard setback.~~

~~5. The location of the front door or entrance of a home or main structure shall determine the front yard for purposes of constructing or erecting a fence in a residential district.~~

~~No fence exceeding six (6) feet in height, measured from surrounding grade to the highest point on the fence, shall be constructed or erected in any rear or side yard. Excepting side or rear yards adjacent to an R-6, O-1, B-1, B-2, B-3, M-1, M-2, M-3, PD, and PMR Districts which may be built to a height up to eight (8) feet.~~

#### **~~E. FENCES IN OFFICE AND COMMERCIAL DISTRICTS~~**

~~1. Regulations in this subsection shall apply to the O-1, B-1, B-2 and B-4 zoning districts.~~

~~2. Fences may be located on the property line provided that any post or other stabilizing apparatus shall be located within the property lines of the owner of the fence and shall have the finished side facing outward towards the public.~~

~~3. A fifteen (15) foot front yard setback shall be required for all fences in this subsection except those fences located in the B-4 District.~~

4. ~~The location of the front door or main entrance of a business or main structure shall determine the front yard for purposes of constructing or erecting a fence in an office or commercial district. Any remaining front yards, now classified as a side or rear yard for purposes of erecting a fence, which are located across the street from a residential district or use, there shall be a required evergreen landscaping screen. This evergreen landscaping screen shall be six (6) feet in height at time of planting and shall be located between the fence and the property line.~~

## **~~F. FENCES IN INDUSTRIAL DISTRICTS~~**

1. ~~Regulations in this subsection shall apply to the M-1 and M-2 zoning districts.~~
2. ~~Barbed wire, razor wire, electrical fencing, spiked railing or any guard or barricade to which there is attached any pointed instrument, device or thing of any kind or description, designed, intended or liable to injure any person coming on contact therewith shall only be permitted in the M-1 and M-2 Districts except in lots adjacent to designated urban corridors.~~
3. ~~Barbed wire, razor wire, electrical fencing, spiked railing or any guard or barricade to which there is attached any pointed instrument, device or thing of any kind or description, designed, intended or liable to injure any person coming on contact therewith shall only be permitted at an elevation no less than six (6) feet above grade thereof nearest such device and must be extended inward towards the property enclosed.~~
4. ~~Fences may be located on the property line provided that any post or other stabilizing apparatus shall be located within the property lines of the owner of the fence and shall have the finished side facing outward towards the public.~~
5. ~~A fifteen (15) foot front yard setback shall be required for all fences in this subsection.~~

~~The location of the front door or main entrance of a business or main structure shall determine the front yard for purposes of constructing or erecting a fence in an industrial district. Any remaining front yards, now classified as a side or rear yard for purposes of erecting a fence, which are located across the street from a residential district or use, there shall be a required evergreen landscaping screen. This evergreen landscaping screen shall be six (6) feet in height at time of planting and shall be located between the fence and the property line.~~

**STAFF REPORT**  
**Decatur City Plan Commission**

|                     |                                                                                     |
|---------------------|-------------------------------------------------------------------------------------|
| <b>Hearing Date</b> | March 06, 2025                                                                      |
| <b>Calendar No.</b> | 25-03                                                                               |
| <b>Proposal</b>     | Amendments to Zoning Ordinance (Ordinance #3512, as amended) to Section XXIV Fences |
| <b>Petitioner</b>   | Cordaryl Patrick, Director of Economic and Community Development                    |

---

**BACKGROUND**

The current City of Decatur Zoning Ordinance was adopted in May of 2002. Over time, Staff has determined certain amendments are necessary to make the Zoning Ordinance more comprehensive and applicable to the changing built urban environment while keeping the charge of making Decatur a quality place to live, work and play.

This proposed amendment to the Zoning Ordinance Fence Section provides clarity to the City's fence regulations and removes duplicative language.

**DESCRIPTION/ANALYSIS**

The proposed amendment adds a table with the maximum fence height in required yards for zoning districts within the City. The table replaces separate subsections for the zoning districts that contains duplicative language. Language was also added to clarify what constitutes fence materials and that fences are allowed in utility or drainage easements at the homeowner's risk and must not inhibit drainage flow.

Also, the amendment clarifies that barbed wire type material is not permitted by right on fences in the Office and Commercial Districts. The Zoning Ordinance allows for variance requests to allow barbed wire type material in office and commercial districts. Language was also added to clarify that barbed wire type material is permitted for security around hazardous equipment or installations, such as but not limited to, high voltage equipment, electrical transformers, volatile fuel installation, etc.

**STAFF RECOMMENDATION**

City staff recommend approval of the proposed amendments.

**PLAN COMMISSION ACTION**

Section XXIX.G. of the Zoning Ordinance requires the Plan Commission to hold a public hearing and make recommendations to the City Council on amendments to the Zoning Ordinance. A motion to forward Calendar Number 25-03 to the City Council with a recommendation of approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Development Division, Economic and Community Development Department, City of Decatur.

**ATTACHMENTS**

1. Petition
2. Mark-Up





## City of Decatur, Illinois

### PETITION FOR REZONING

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

Community Development Department  
One Gary K. Anderson Plaza  
Decatur, Illinois 62523-1196

424-2793  
FAX 424-2728

#### Please Type

#### SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

|                       |  |       |  |        |  |
|-----------------------|--|-------|--|--------|--|
| <b>Petitioner</b>     |  |       |  |        |  |
| Address               |  |       |  |        |  |
| City                  |  | State |  | Zip    |  |
| Telephone             |  | Fax   |  | E-mail |  |
| <b>Property Owner</b> |  |       |  |        |  |
| Address               |  |       |  |        |  |
| City                  |  | State |  | Zip    |  |
| Telephone             |  | Fax   |  | E-mail |  |
| <b>Representative</b> |  |       |  |        |  |
| Address               |  |       |  |        |  |
| City                  |  | State |  | Zip    |  |
| Telephone             |  | Fax   |  | E-mail |  |

#### SECTION TWO: SITE INFORMATION

|                                                  |                              |                              |                              |                                |                              |                                                                                                                                       |
|--------------------------------------------------|------------------------------|------------------------------|------------------------------|--------------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>Street Address</b>                            |                              |                              |                              |                                |                              |                                                                                                                                       |
| <b>Legal Description</b>                         |                              |                              |                              |                                |                              |                                                                                                                                       |
| <b>Present Zoning</b>                            | <input type="checkbox"/> R-1 | <input type="checkbox"/> R-2 | <input type="checkbox"/> R-3 | <input type="checkbox"/> R-5   | <input type="checkbox"/> R-6 | Is this property a Planned Unit Development?<br><input type="checkbox"/> YES      Approval Date: _____<br><input type="checkbox"/> NO |
|                                                  | <input type="checkbox"/> B-1 | <input type="checkbox"/> B-2 | <input type="checkbox"/> B-3 | <input type="checkbox"/> B-4   | <input type="checkbox"/> O-1 |                                                                                                                                       |
|                                                  | <input type="checkbox"/> M-1 | <input type="checkbox"/> M-2 | <input type="checkbox"/> M-3 | <input type="checkbox"/> PMR-1 |                              |                                                                                                                                       |
| <b>Please list all improvements on the site:</b> |                              |                              |                              |                                |                              |                                                                                                                                       |
| <b>Size of Tract</b>                             | SF                           |                              | AC                           |                                |                              |                                                                                                                                       |

#### SECTION THREE: REQUESTED ACTION

|                            |                              |                              |                              |                                |                              |                                                                                                                  |
|----------------------------|------------------------------|------------------------------|------------------------------|--------------------------------|------------------------------|------------------------------------------------------------------------------------------------------------------|
| <b>Rezone Property To:</b> | <input type="checkbox"/> R-1 | <input type="checkbox"/> R-2 | <input type="checkbox"/> R-3 | <input type="checkbox"/> R-5   | <input type="checkbox"/> R-6 | Will this property be a Planned Unit Development?<br><input type="checkbox"/> YES<br><input type="checkbox"/> NO |
|                            | <input type="checkbox"/> B-1 | <input type="checkbox"/> B-2 | <input type="checkbox"/> B-3 | <input type="checkbox"/> B-4   | <input type="checkbox"/> O-1 |                                                                                                                  |
|                            | <input type="checkbox"/> M-1 | <input type="checkbox"/> M-2 | <input type="checkbox"/> M-3 | <input type="checkbox"/> PMR-1 |                              |                                                                                                                  |
| <b>Other:</b>              |                              |                              |                              |                                |                              |                                                                                                                  |

|                         |                                                    |
|-------------------------|----------------------------------------------------|
| Section Three Continued |                                                    |
| <b>Purpose</b>          | Please state the purpose of the proposed rezoning. |
|                         |                                                    |

|                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------|
| <b>SECTION FOUR: JUSTIFICATION</b>                                                                                          |
| The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached): |
|                                                                                                                             |

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>NOTES:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <ol style="list-style-type: none"> <li>Please forward this completed form and attachments to the Community Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.</li> <li>Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council.</li> <li>In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal.</li> <li>All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.</li> </ol> |  |

|                        |  |
|------------------------|--|
| <b>OFFICE USE ONLY</b> |  |
| Date Filed             |  |
| By                     |  |

## SECTION XXIV. FENCES (Amended, Ordinance No. 2009-38)

### A. PERMIT REQUIRED

#### 1. Regulation

Fences, unless otherwise specified by ordinance, shall conform to the requirements of this section. No fences not meeting the requirements described herein shall be permitted.

#### 2. Permit Required.

Except as otherwise provided herein, it shall be unlawful to erect, construct, reconstruct, enlarge, or structurally modify a fence without first obtaining a building permit.

Fences installed for protection of a construction or demolition site (as specified in Chapter 33 of the International Building Code) are exempt from permit requirements but must be removed upon completion of the project.

### B. GENERALLY

1. Lawfully constructed fences within the City limits of the City of Decatur which were in compliance with the Zoning Ordinance existing on the effective date of this Ordinance and subsequent amendments that do not conform to development regulations of the City of Decatur as codified herein, are hereby declared to be non-conforming.

- ~~2. No fence in the B-3, M-3 and PD zoning districts shall be permitted unless approved by City Council.~~

2. Fences may be located on the property line provided that any post or other stabilizing apparatus shall be located within the property lines of the owner of the fence and shall have the finished side facing outward towards the public

3. The fence height shall be measured from the established grade on the fence owner's property to the topmost section of said fence.

4. No fence within a required front yard that is more than fifty (50) opaque may be taller than four (4) feet.

5. No fence in any zoning district shall be constructed at a height greater than three and one-half (3 ½) feet above the established street grade within the vision clearance triangle nor shall any fence limit the clear sight of vehicular traffic.

6. Fences may be placed on utility or drainage easements at the homeowner's risk. Fences must not inhibit drainage flow and may not be installed within a flood plain as determined by FEMA NFIP/FIRM determination maps. If the fence needs to be removed to access utilities for any reason, the City of Decatur or utility contractors are not responsible for reinstallation, repairs and/or replacement.
7. Fence materials shall allow for all of the standard fencing options, including standard wood fencing material, decorative metal, chain link, vinyl and composite.
8. It shall be unlawful for any person within the city to place, build or erect a fence, railing or guard of any kind constructed of barbed wire, iron spikes, electrically charged fence or other sharp-pointed material, however, this section shall not prohibit the use of such material when:
  - a) Located in agriculture or industrial zoning districts, or for security around hazardous equipment or installations, such as but not limited to, high voltage equipment, electrical transformers, volatile fuel installation, etc.; and
  - b) Such barbed wire, iron spikes, or other sharp-pointed material is at an elevation of no less than six (6) feet above grade thereof nearest such device and must be extended inward towards the property enclosed.
- ~~3. Fences installed for protection of a construction or demolition site (as specified in Chapter 33 of the International Building Code) are exempt from permit requirements but must be removed upon completion of the project.~~
- 4.9. The Zoning Board of Appeals may grant variances for fences in accordance with Section XXXI.B. of this Zoning Ordinance.

### **C. MAXIMUM FENCE HEIGHT IN REQUIRED YARDS**

| <b><u>Table XXIV-1: Maximum Permitted Fence Height</u></b> |                           |                           |                           |
|------------------------------------------------------------|---------------------------|---------------------------|---------------------------|
| <b><u>Districts</u></b>                                    | <b><u>Front Yard</u></b>  | <b><u>Side Yard</u></b>   | <b><u>Rear Yard</u></b>   |
| <u>Agriculture Districts</u>                               | <u>8 feet</u>             | <u>8 feet</u>             | <u>8 feet</u>             |
| <u>Residential Districts</u>                               | <u>4 feet<sup>1</sup></u> | <u>6 feet<sup>2</sup></u> | <u>6 feet<sup>2</sup></u> |
| <u>Office and Commercial Districts</u>                     | <u>4 feet</u>             | <u>8 feet</u>             | <u>8 feet</u>             |
| <u>Industrial Districts</u>                                | <u>=</u>                  | <u>=</u>                  | <u>=</u>                  |

#### **Notes:**

1. On Residential District corner lots, the front yard maximum height of 4 feet shall be construed to refer only to the side of the lot actually used as the front yard.

2. In Residential Districts, fences in side or rear yards adjacent to an R-6, O-1, B-1, B-2, B-3, M-1, M-2, M-3, PD, and PMR Districts may be built to a height up to eight (8) feet.

#### **D. FENCES IN RESIDENTIAL DISTRICTS**

- ~~1. Regulations in this subsection shall apply to the AG, R-1, R-2, R-3, R-5, R-6, and PMR zoning districts.~~
- ~~2. Barbed wire, razor wire, electrical fencing, spiked railing or any guard or barricade to which there is attached any pointed instrument, device or thing of any kind or description, designed, intended or liable to injure any person coming in contact therewith shall be prohibited except for in the AG zoning district. (Amended, Ordinance No. 2020-104, July 20, 2020)~~
- ~~3. Fences may be located on the property line provided that any post or other stabilizing apparatus shall be located within the property lines of the owner of the fence and shall have the finished side facing outward towards the public.~~
- ~~4. No fence exceeding four (4) feet in height, measured from surrounding grade to the highest point on the fence, shall be constructed or erected in the front yard, including any front yard beyond the required front yard setback.~~
- ~~5. The location of the front door or entrance of a home or main structure shall determine the front yard for purposes of constructing or erecting a fence in a residential district.~~

~~No fence exceeding six (6) feet in height, measured from surrounding grade to the highest point on the fence, shall be constructed or erected in any rear or side yard. Excepting side or rear yards adjacent to an R-6, O-1, B-1, B-2, B-3, M-1, M-2, M-3, PD, and PMR Districts which may be built to a height up to eight (8) feet.~~

#### **E. FENCES IN OFFICE AND COMMERCIAL DISTRICTS**

- ~~1. Regulations in this subsection shall apply to the O-1, B-1, B-2 and B-4 zoning districts.~~
- ~~2. Fences may be located on the property line provided that any post or other stabilizing apparatus shall be located within the property lines of the owner of the fence and shall have the finished side facing outward towards the public.~~
- ~~3. A fifteen (15) foot front yard setback shall be required for all fences in this subsection except those fences located in the B-4 District.~~
- ~~4. The location of the front door or main entrance of a business or main structure shall determine the front yard for purposes of constructing or erecting a fence in an office~~

or commercial district. Any remaining front yards, now classified as a side or rear yard for purposes of erecting a fence, which are located across the street from a residential district or use, there shall be a required evergreen landscaping screen. This evergreen landscaping screen shall be six (6) feet in height at time of planting and shall be located between the fence and the property line.

## **F. FENCES IN INDUSTRIAL DISTRICTS**

1. — Regulations in this subsection shall apply to the M-1 and M-2 zoning districts.
2. — Barbed wire, razor wire, electrical fencing, spiked railing or any guard or barricade to which there is attached any pointed instrument, device or thing of any kind or description, designed, intended or liable to injure any person coming on contact therewith shall only be permitted in the M-1 and M-2 Districts except in lots adjacent to designated urban corridors.
3. — Barbed wire, razor wire, electrical fencing, spiked railing or any guard or barricade to which there is attached any pointed instrument, device or thing of any kind or description, designed, intended or liable to injure any person coming on contact therewith shall only be permitted at an elevation no less than six (6) feet above grade thereof nearest such device and must be extended inward towards the property enclosed.
4. — Fences may be located on the property line provided that any post or other stabilizing apparatus shall be located within the property lines of the owner of the fence and shall have the finished side facing outward towards the public.
5. — A fifteen (15) foot front yard setback shall be required for all fences in this subsection.

The location of the front door or main entrance of a business or main structure shall determine the front yard for purposes of constructing or erecting a fence in an industrial district. Any remaining front yards, now classified as a side or rear yard for purposes of erecting a fence, which are located across the street from a residential district or use, there shall be a required evergreen landscaping screen. This evergreen landscaping screen shall be six (6) feet in height at time of planting and shall be located between the fence and the property line.

## **SECTION XXIV. FENCES (Amended, Ordinance No. 2009-38)**

### **A. PERMIT REQUIRED**

#### **1. Regulation**

Fences, unless otherwise specified by ordinance, shall conform to the requirements of this section. No fences not meeting the requirements described herein shall be permitted.

#### **2. Permit Required.**

Except as otherwise provided herein, it shall be unlawful to erect, construct, reconstruct, enlarge, or structurally modify a fence without first obtaining a building permit.

Fences installed for protection of a construction or demolition site (as specified in Chapter 33 of the International Building Code) are exempt from permit requirements but must be removed upon completion of the project.

### **B. GENERALLY**

1. Lawfully constructed fences within the City limits of the City of Decatur which were in compliance with the Zoning Ordinance existing on the effective date of this Ordinance and subsequent amendments that do not conform to development regulations of the City of Decatur as codified herein, are hereby declared to be non-conforming.
2. Fences may be located on the property line provided that any post or other stabilizing apparatus shall be located within the property lines of the owner of the fence and shall have the finished side facing outward towards the public.
3. The fence height shall be measured from the established grade on the fence owner's property to the topmost section of said fence.
4. No fence within a required front yard that is more than fifty (50) opaque may be taller than four (4) feet.
5. No fence in any zoning district shall be constructed at a height greater than three and one-half (3 ½) feet above the established street grade within the vision clearance triangle nor shall any fence limit the clear sight of vehicular traffic.
6. Fences may be placed on utility or drainage easements at the homeowner's risk. Fences must not inhibit drainage flow and may not be installed within a flood plain as determined by FEMA NFIP/FIRM determination maps. If the fence needs to be removed to access utilities for any reason, the City of Decatur or utility contractors are not responsible for reinstallation, repairs and/or replacement.

7. Fence materials shall allow for all the standard fencing options, including standard wood fencing material, decorative metal, chain link, vinyl and composite.
8. It shall be unlawful for any person within the city to place, build or erect a fence, railing or guard of any kind constructed of barbed wire, iron spikes, electrically charged fence or other sharp-pointed material, however, this section shall not prohibit the use of such material when:
  - a) Located in agriculture or industrial zoning districts, or for security around hazardous equipment or installations, such as but not limited to, high voltage equipment, electrical transformers, volatile fuel installation, etc.; and
  - b) Such barbed wire, iron spikes, or other sharp-pointed material is at an elevation of no less than six (6) feet above grade thereof nearest such device and must be extended inward towards the property enclosed.
9. The Zoning Board of Appeals may grant variances for fences in accordance with Section XXXI.B. of this Zoning Ordinance.

## C. MAXIMUM FENCE HEIGHT IN REQUIRED YARDS

| Table XXIV-1: Maximum Permitted Fence Height |                     |                     |                     |
|----------------------------------------------|---------------------|---------------------|---------------------|
| <u>Districts</u>                             | <u>Front Yard</u>   | <u>Side Yard</u>    | <u>Rear Yard</u>    |
| Agriculture Districts                        | 8 feet              | 8 feet              | 8 feet              |
| Residential Districts                        | 4 feet <sup>1</sup> | 6 feet <sup>2</sup> | 6 feet <sup>2</sup> |
| Office & Commercial Districts                | 4 feet              | 8 feet              | 8 feet              |
| Industrial Districts                         | -                   | -                   | -                   |

### Notes:

1. On Residential District corner lots, the front yard maximum height of 4 feet shall be construed to refer only to the side of the lot actually used as the front yard.
2. In Residential Districts, fences in side or rear yards adjacent to an R-6, O-1, B-1, B-2, B-3, M-1, M-2, M-3, PD, and PMR Districts may be built to a height up to eight (8) feet.



**Excerpts from Plan Commission Meeting of March 6, 2025:**

**Case No. 25-03 Petition of CORDARYL PATRICK, DIRECTOR OF ECONOMIC AND COMMUNITY DEVELOPMENT, for proposed amendments to the City of Decatur Zoning Ordinance (Ord. #3512, as amended) including but not limited to Section XXIV Fences**

It was moved and seconded (Bobby Garner/Matt Naber) to forward Case No. 25-03 to the City Council with a recommendation of approval as set forth in the staff report.

Joselyn Stewart discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Upon call of the roll, Commission members Matt Naber, Bobby Garner, Andrew Taylor, Josh Prasun, James Oliver voted aye. Motion carried.

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT  
No. 25-04

April 7, 2025

**TO:** Honorable Mayor Julie Moore Wolfe and City Council

**FROM:** Tim Gleason, City Manager  
Lacie Elzy, Acting Director, Community Development  
Michael Snearly, Neighborhood Inspections Manager

**SUBJECT:** Resolutions Authorizing the Execution of Agreements for the Mowing of City of Decatur Owned Lots, and Privately Owned Violation Lots in 2025.

**SUMMARY RECOMMENDATION:** Staff recommends approval of the attached resolutions authorizing the execution of agreements for the mowing of City of Decatur owned lots, and privately owned violation lots in 2025.

**BACKGROUND:** The City is partitioned into six (6) districts for mowing. The districts were put out for contracted mowing bids for 2025. The contracts for the mowing within these six (6) districts will include City of Decatur owned lots, and privately owned lots that are in violation of City Code, Chapter 48.

**POTENTIAL OBJECTIONS:** No known objections to this resolution.

**INPUT FROM OTHER SOURCES:** Michael Snearly, Neighborhood Inspections Manager.

**BUDGET/TIME IMPLICATIONS:** None

**STAFF REFERENCE:** Any additional questions may be forwarded to Michael Snearly at 217-450-2347 or [msnearly@decaturil.gov](mailto:msnearly@decaturil.gov).

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH D&S  
MANAGEMENT REALTY PARTNERS FOR 2025 WEED ABATEMENT**

---

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

Section 1. That the bid of D&S Management Realty Partners for Privately owned violation lots in district 1 for 2025 weed abatement be presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the Director of Economic and Community Development, or designee, is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and D&S Management Realty Partners for 2025 Weed Abatement.

PRESENTED and ADOPTED this 7th day of April 2025.

---

Julie Moore Wolfe, Mayor

ATTEST:

---

Kim Althoff, City Clerk



**2025 PRIVATELY OWNED WEED ABATEMENT PROGRAM  
CONTRACT AND  
CONTRACTOR INFORMATION SHEET  
CITY OF DECATUR, ILLINOIS  
#1 GARY K. ANDERSON PLAZA  
DECATUR, ILLINOIS 62523  
NEIGHBORHOOD INSPECTIONS  
424-2783**

Contractor Name, Address and Phone Number

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\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

DISTRICT: 1

RATE PER WORKORDER: \$50.00

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**Notification of work order will only be sent by email.**

- Contractor will receive all work orders by email. Work orders must be completed within 10 days of the date of work order notification.
- Completed work orders can only be submitted to [grassmowing2020@decaturil.gov](mailto:grassmowing2020@decaturil.gov). Each individual work order must be sent as a single email with the SUBJECT of the email being the

work order number. Each individual email must include the filled-out work order, and time and date stamped before and after mow pictures. Completed work order, and pictures must be sent as attachments. Payment will only be issued on submitted work orders that follow this process.

- Neighborhood Inspections will confirm violation work order is completed
- Payments to contractor will be processed twice monthly. This will include all satisfactorily completed and submitted violation work orders up to the date of the payment issuance.
- Work orders not completed within 10 days after receipt will be withdrawn and will be reissued to another contractor and will be considered a default of the contract
- Weeds and grass are to be cut to a height of less than 3" (three inches)
- Brush and trees less than 1 1/2" (one and one-half inch) in diameter must be removed
- Large items and debris shall be placed in a central location or curbside. Contact Neighborhood Inspections for cleanup of those items.
- If the Contractor knowingly does damage, he shall report it to the Neighborhood Inspections Division immediately.
- Sweeping or blowing of sidewalks, streets and approaches affected by the cutting is required, without blowing debris onto city right of ways.
- Insurance must be maintained throughout the period of the contract per the bid specifications

**The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions**

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

---

Contractor Signature

Date

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
JANDI SERVICES FOR 2025 WEED ABATEMENT**

---

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

Section 1. That the bid of Jandi Services for City owned lots in district 6 for 2025 weed abatement be presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the Director of Economic and Community Development, or designee, is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Jandi Services for 2025 Weed Abatement.

PRESENTED and ADOPTED this 7th day of April 2025.

\_\_\_\_\_  
Julie Moore Wolfe, Mayor

ATTEST:

\_\_\_\_\_  
Kim Althoff, City Clerk



**2025 CITY/MCT WEED ABATEMENT PROGRAM  
CONTRACT AND  
CONTRACTOR INFORMATION SHEET  
CITY OF DECATUR, ILLINOIS  
#1 GARY K. ANDERSON PLAZA  
DECATUR, ILLINOIS 62523  
NEIGHBORHOOD INSPECTIONS  
424-2783**

Contractor Name, Address and Phone Number

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\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

DISTRICT: 1) \_\_\_\_\_ 6 \_\_\_\_\_

RATE PER WORKORDER: \_\_\_\_\_ \$39.50 \_\_\_\_\_

2) \_\_\_\_\_

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3) \_\_\_\_\_

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5) \_\_\_\_\_

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**Notification of work order will be sent to mowing application, as well as specified email address.**

- Contractor will receive all work orders on the mowing application, and to the specified email address. Work orders must be completed within ten (10) days of the date of notification.
- Completed work orders can only be submitted using the mowing application.
- Neighborhood Inspections will confirm violation work order is completed

- Payments to contractor will be processed twice monthly. This will include all satisfactorily completed and submitted violation work orders up to the date of the payment issuance.
- Work orders not completed within 10 days after receipt will be withdrawn and will be reissued to another contractor and will be considered a default of the contract
- Weeds and grass are to be cut to a height of less than 3" (three inches)
- Brush and trees less than 1 1/2" (one and one-half inch) in diameter must be removed
- Large items and debris shall be placed in a central location or curbside. Contact Neighborhood Inspections for cleanup of those items.
- If the Contractor knowingly does damage, he shall report it to the Neighborhood Inspections Division immediately.
- Sweeping or blowing of sidewalks, streets and approaches affected by the cutting is required, without blowing debris onto city right of ways.
- Insurance must be maintained throughout the period of the contract per the bid specifications

**The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions**

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

---

Contractor Signature

Date





RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
RICKY WOFFORD FOR 2025 WEED ABATEMENT**

---

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

Section 1. That the bid of Ricky Wofford for Privately owned violation lots in district 2 for 2025 weed abatement be presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the Director of Economic and Community Development, or designee, is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Ricky Wofford for 2025 Weed Abatement.

PRESENTED and ADOPTED this 7th day of April 2025.

\_\_\_\_\_  
Julie Moore Wolfe, Mayor

ATTEST:

\_\_\_\_\_  
Kim Althoff, City Clerk



**2025 PRIVATELY OWNED WEED ABATEMENT PROGRAM  
CONTRACT AND  
CONTRACTOR INFORMATION SHEET  
CITY OF DECATUR, ILLINOIS  
#1 GARY K. ANDERSON PLAZA  
DECATUR, ILLINOIS 62523  
NEIGHBORHOOD INSPECTIONS  
424-2783**

Contractor Name, Address and Phone Number

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\_\_\_\_\_  
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Phone: \_\_\_\_\_

Email: \_\_\_\_\_

DISTRICT: 2

RATE PER WORKORDER: \$65.00

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**Notification of work order will only be sent by email.**

- Contractor will receive all work orders by email. Work orders must be completed within 10 days of the date of work order notification.
- Completed work orders can only be submitted to [grassmowing2020@decaturil.gov](mailto:grassmowing2020@decaturil.gov). Each individual work order must be sent as a single email with the SUBJECT of the email being the

work order number. Each individual email must include the filled-out work order, and time and date stamped before and after mow pictures. Completed work order, and pictures must be sent as attachments. Payment will only be issued on submitted work orders that follow this process.

- Neighborhood Inspections will confirm violation work order is completed
- Payments to contractor will be processed twice monthly. This will include all satisfactorily completed and submitted violation work orders up to the date of the payment issuance.
- Work orders not completed within 10 days after receipt will be withdrawn and will be reissued to another contractor and will be considered a default of the contract
- Weeds and grass are to be cut to a height of less than 3" (three inches)
- Brush and trees less than 1 1/2" (one and one-half inch) in diameter must be removed
- Large items and debris shall be placed in a central location or curbside. Contact Neighborhood Inspections for cleanup of those items.
- If the Contractor knowingly does damage, he shall report it to the Neighborhood Inspections Division immediately.
- Sweeping or blowing of sidewalks, streets and approaches affected by the cutting is required, without blowing debris onto city right of ways.
- Insurance must be maintained throughout the period of the contract per the bid specifications

**The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions**

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

---

Contractor Signature

Date

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
ROOTS LAWN CARE FOR 2025 WEED ABATEMENT**

---

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

Section 1. That the bid of Roots Lawncare for City owned lots in districts 3 and 4 and the bid for Privately Owned lots in districts 4 and 5 for 2025 weed abatement be presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the Director of Economic and Community Development, or designee, is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Roots Lawncare for 2025 Weed Abatement.

PRESENTED and ADOPTED this 7th day of April 2025.

---

Julie Moore Wolfe, Mayor

ATTEST:

---

Kim Althoff, City Clerk



**2025 CITY/MCT WEED ABATEMENT PROGRAM  
CONTRACT AND  
CONTRACTOR INFORMATION SHEET  
CITY OF DECATUR, ILLINOIS  
#1 GARY K. ANDERSON PLAZA  
DECATUR, ILLINOIS 62523  
NEIGHBORHOOD INSPECTIONS  
424-2783**

Contractor Name, Address and Phone Number

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

DISTRICT:            3        
                          4        
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RATE PER WORKORDER:      \$30.00       
                                         \$30.00       
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**Notification of work order will be sent to mowing application, as well as specified email address.**

- Contractor will receive all work orders on the mowing application, and to the specified email address. Work orders must be completed within ten (10) days of the date of notification.
- Completed work orders can only be submitted using the mowing application.
- Neighborhood Inspections will confirm violation work order is completed

- Payments to contractor will be processed twice monthly. This will include all satisfactorily completed and submitted violation work orders up to the date of the payment issuance.
- Work orders not completed within 10 days after receipt will be withdrawn and will be reissued to another contractor and will be considered a default of the contract
- Weeds and grass are to be cut to a height of less than 3" (three inches)
- Brush and trees less than 1 1/2" (one and one-half inch) in diameter must be removed
- Large items and debris shall be placed in a central location or curbside. Contact Neighborhood Inspections for cleanup of those items.
- If the Contractor knowingly does damage, he shall report it to the Neighborhood Inspections Division immediately.
- Sweeping or blowing of sidewalks, streets and approaches affected by the cutting is required, without blowing debris onto city right of ways.
- Insurance must be maintained throughout the period of the contract per the bid specifications

**The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions**

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

---

Contractor Signature

Date





**2025 PRIVATELY OWNED WEED ABATEMENT PROGRAM  
CONTRACT AND  
CONTRACTOR INFORMATION SHEET  
CITY OF DECATUR, ILLINOIS  
#1 GARY K. ANDERSON PLAZA  
DECATUR, ILLINOIS 62523  
NEIGHBORHOOD INSPECTIONS  
424-2783**

Contractor Name, Address and Phone Number

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\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

DISTRICT:      4

RATE PER WORKORDER:      \$70.00

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\$70.00

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**Notification of work order will only be sent by email.**

- Contractor will receive all work orders by email. Work orders must be completed within 10 days of the date of work order notification.
- Completed work orders can only be submitted to [grassmowing2020@decaturil.gov](mailto:grassmowing2020@decaturil.gov). Each individual work order must be sent as a single email with the SUBJECT of the email being the

work order number. Each individual email must include the filled-out work order, and time and date stamped before and after mow pictures. Completed work order, and pictures must be sent as attachments. Payment will only be issued on submitted work orders that follow this process.

- Neighborhood Inspections will confirm violation work order is completed
- Payments to contractor will be processed twice monthly. This will include all satisfactorily completed and submitted violation work orders up to the date of the payment issuance.
- Work orders not completed within 10 days after receipt will be withdrawn and will be reissued to another contractor and will be considered a default of the contract
- Weeds and grass are to be cut to a height of less than 3" (three inches)
- Brush and trees less than 1 1/2" (one and one-half inch) in diameter must be removed
- Large items and debris shall be placed in a central location or curbside. Contact Neighborhood Inspections for cleanup of those items.
- If the Contractor knowingly does damage, he shall report it to the Neighborhood Inspections Division immediately.
- Sweeping or blowing of sidewalks, streets and approaches affected by the cutting is required, without blowing debris onto city right of ways.
- Insurance must be maintained throughout the period of the contract per the bid specifications

**The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions**

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

---

Contractor Signature

Date



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
TAYLOR MADE LANDSCAPING FOR 2025 WEED ABATEMENT**

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

Section 1. That the bid of Taylor Made Landscaping for City owned lots in districts 1 and 2 for 2025 weed abatement be presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the Director of Economic and Community Development, or designee, is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Taylor Made Landscaping for 2025 Weed Abatement.

PRESENTED and ADOPTED this 7th day of April 2025.

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Julie Moore Wolfe, Mayor

ATTEST:

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Kim Althoff, City Clerk



**2025 CITY/MCT WEED ABATEMENT PROGRAM  
CONTRACT AND  
CONTRACTOR INFORMATION SHEET  
CITY OF DECATUR, ILLINOIS  
#1 GARY K. ANDERSON PLAZA  
DECATUR, ILLINOIS 62523  
NEIGHBORHOOD INSPECTIONS  
424-2783**

Contractor Name, Address and Phone Number

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

|           |          |                     |                |
|-----------|----------|---------------------|----------------|
| DISTRICT: | <u>1</u> | RATE PER WORKORDER: | <u>\$24.00</u> |
|           | <u>2</u> |                     | <u>\$24.00</u> |
|           | _____    |                     | _____          |
|           | _____    |                     | _____          |
|           | _____    |                     | _____          |
|           | _____    |                     | _____          |

**Notification of work order will be sent to mowing application, as well as specified email address.**

- Contractor will receive all work orders on the mowing application, and to the specified email address. Work orders must be completed within ten (10) days of the date of notification.
- Completed work orders can only be submitted using the mowing application.
- Neighborhood Inspections will confirm violation work order is completed

- Payments to contractor will be processed twice monthly. This will include all satisfactorily completed and submitted violation work orders up to the date of the payment issuance.
- Work orders not completed within 10 days after receipt will be withdrawn and will be reissued to another contractor and will be considered a default of the contract
- Weeds and grass are to be cut to a height of less than 3" (three inches)
- Brush and trees less than 1 1/2" (one and one-half inch) in diameter must be removed
- Large items and debris shall be placed in a central location or curbside. Contact Neighborhood Inspections for cleanup of those items.
- If the Contractor knowingly does damage, he shall report it to the Neighborhood Inspections Division immediately.
- Sweeping or blowing of sidewalks, streets and approaches affected by the cutting is required, without blowing debris onto city right of ways.
- Insurance must be maintained throughout the period of the contract per the bid specifications

**The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions**

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

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Contractor Signature

Date



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH F&E  
LAWN AND JANITORIAL SERVICE FOR 2025 WEED ABATEMENT**

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

Section 1. That the bid of F&E Lawn and Janitorial Service for Privately owned violation lots in districts 3 and 6 for 2025 weed abatement be presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the Director of Economic and Community Development, or designee, is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and F&E Lawn and Janitorial Service for 2025 Weed Abatement.

PRESENTED and ADOPTED this 7th day of April 2025.

---

Julie Moore Wolfe, Mayor

ATTEST:

---

Kim Althoff, City Clerk



**2025 PRIVATELY OWNED WEED ABATEMENT PROGRAM  
CONTRACT AND  
CONTRACTOR INFORMATION SHEET  
CITY OF DECATUR, ILLINOIS  
#1 GARY K. ANDERSON PLAZA  
DECATUR, ILLINOIS 62523  
NEIGHBORHOOD INSPECTIONS  
424-2783**

Contractor Name, Address and Phone Number

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

DISTRICT:           3        
  
                        6        
  
                  \_\_\_\_\_  
  
                  \_\_\_\_\_  
  
                  \_\_\_\_\_  
  
                  \_\_\_\_\_

RATE PER WORKORDER:       \$75.00        
  
                                                \$75.00        
  
                                          \_\_\_\_\_  
  
                                          \_\_\_\_\_  
  
                                          \_\_\_\_\_  
  
                                          \_\_\_\_\_

**Notification of work order will only be sent by email.**

- Contractor will receive all work orders by email. Work orders must be completed within 10 days of the date of work order notification.
- Completed work orders can only be submitted to [grassmowing2020@decaturil.gov](mailto:grassmowing2020@decaturil.gov). Each individual work order must be sent as a single email with the SUBJECT of the email being the

work order number. Each individual email must include the filled-out work order, and time and date stamped before and after mow pictures. Completed work order, and pictures must be sent as attachments. Payment will only be issued on submitted work orders that follow this process.

- Neighborhood Inspections will confirm violation work order is completed
- Payments to contractor will be processed twice monthly. This will include all satisfactorily completed and submitted violation work orders up to the date of the payment issuance.
- Work orders not completed within 10 days after receipt will be withdrawn and will be reissued to another contractor and will be considered a default of the contract
- Weeds and grass are to be cut to a height of less than 3" (three inches)
- Brush and trees less than 1 1/2" (one and one-half inch) in diameter must be removed
- Large items and debris shall be placed in a central location or curbside. Contact Neighborhood Inspections for cleanup of those items.
- If the Contractor knowingly does damage, he shall report it to the Neighborhood Inspections Division immediately.
- Sweeping or blowing of sidewalks, streets and approaches affected by the cutting is required, without blowing debris onto city right of ways.
- Insurance must be maintained throughout the period of the contract per the bid specifications

**The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions**

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

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Contractor Signature

Date

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
INHERITED SERVICES LLC FOR 2025 WEED ABATEMENT**

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

Section 1. That the bid of Inherited Services LLC for City owned lots in district 5 for 2025 weed abatement be presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the Director of Economic and Community Development, or designee, is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Inherited Services LLC for 2025 Weed Abatement.

PRESENTED and ADOPTED this 7th day of April 2025.

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Julie Moore Wolfe, Mayor

ATTEST:

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Kim Althoff, City Clerk



**2025 CITY/MCT WEED ABATEMENT PROGRAM  
CONTRACT AND  
CONTRACTOR INFORMATION SHEET  
CITY OF DECATUR, ILLINOIS  
#1 GARY K. ANDERSON PLAZA  
DECATUR, ILLINOIS 62523  
NEIGHBORHOOD INSPECTIONS  
424-2783**

Contractor Name, Address and Phone Number

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\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

DISTRICT: 5

RATE PER WORKORDER: \$24.75

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**Notification of work order will be sent to mowing application, as well as specified email address.**

- Contractor will receive all work orders on the mowing application, and to the specified email address. Work orders must be completed within ten (10) days of the date of notification.
- Completed work orders can only be submitted using the mowing application.
- Neighborhood Inspections will confirm violation work order is completed



- Payments to contractor will be processed twice monthly. This will include all satisfactorily completed and submitted violation work orders up to the date of the payment issuance.
- Work orders not completed within 10 days after receipt will be withdrawn and will be reissued to another contractor and will be considered a default of the contract
- Weeds and grass are to be cut to a height of less than 3" (three inches)
- Brush and trees less than 1 1/2" (one and one-half inch) in diameter must be removed
- Large items and debris shall be placed in a central location or curbside. Contact Neighborhood Inspections for cleanup of those items.
- If the Contractor knowingly does damage, he shall report it to the Neighborhood Inspections Division immediately.
- Sweeping or blowing of sidewalks, streets and approaches affected by the cutting is required, without blowing debris onto city right of ways.
- Insurance must be maintained throughout the period of the contract per the bid specifications

**The Bid Specifications (attached) are hereby incorporated and should be referred to for any questions**

RECEIPT OF THE ABOVE AND ACCEPTANCE IS HEREBY ACKNOWLEDGED:

---

Contractor Signature

Date

