Monday, December 2, 2024
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

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

III. Approval of Minutes

Approval of Minutes of November 18, 2024 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Authorizing Collective Bargaining Agreement for Pay and Benefits - AFSCME Council 31 and Local 268, General Service Employees
2. Public Hearing in the Matter of the 2024 Tax Levy
3. An Ordinance Levying Property Taxes for the City of Decatur, Illinois for the Purpose of Raising Revenue to Meet Certain Necessary Expenses of the City for the Fiscal Year Beginning January 1, 2025, and Ending December 31, 2025 (7% Option)
4. An Ordinance Levying Property Taxes for the City of Decatur, Illinois for the Purpose of Raising Revenue to Meet Certain Necessary Expenses of the City for the Fiscal Year Beginning January 1, 2025, and Ending December 31, 2025 (6% Option)
5. An Ordinance Levying Property Taxes for the City of Decatur, Illinois for the Purpose of Raising Revenue to Meet Certain Necessary Expenses of the City for the Fiscal Year Beginning January 1, 2025, and Ending December 31, 2025 (5% Option)
6. Resolution Authorizing a Professional Engineering Services Agreement with Burns

& McDonnell Engineering Company, Inc., to Provide Engineering Services for Asset Management System Selection Assistance, City Project 2024-32

7. Resolution Authorizing Real Estate Purchase Agreement City of Decatur, Illinois the Good Samaritan Inn, an Illinois Not-For-Profit Corporation Vacant Properties Generally Located South of West Grand Avenue, East of North Edward Street, West of North Union Street and North of West Packard Street
8. Resolution Authorizing Real Estate Purchase Agreement Andrew R. Weatherford and Josie D. Luedke-City of Decatur, Illinois-412 S. Franklin Street
9. City Manager Update
10. 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. Ordinance Annexing Territory 3433 North Taylor Avenue
    B. Ordinance Annexing Territory 2250/2270 South Shores Drive
    C. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Eric Vieback & Son Excavating & Trucking Inc., for the Lake Decatur North Wetland Project
    D. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2014 Series Bonds
    E. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2015 Series Bonds
    F. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2016 Series Bonds
    G. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2018 Series Bonds (6% or 7% Option)
    H. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2018 Series Bonds (5% Option)
    I. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series B Bonds
    J. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series Bonds (7% Option)
    K. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series Bonds (6% Option)
    L. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series Bonds (5% Option)
    M. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2020 Series Bonds
    N. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2022 Series Bonds

O. An Ordinance Dissolving the Special Tax Allocation Fund and Terminating the Designation of the City of Decatur Olde Towne Tax Increment Redevelopment Project Area within the City of Decatur, Macon County, Illinois

P. Resolution Approving Appointment - Library Board of Trustees

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of November 18, 2024 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of November 18, 2024 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Monday, November 18, 2024

On Monday, November 18, 2024, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

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

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

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

City Manager Tim Gleason attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Luke McKenzie, Ayn Owens, James Taylor, Derrick Bradshaw and Anthony Chapple.

Council members responded to citizens' comments concerning the property tax levy.

The minutes of November 4, 2024, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Culp and on call of the roll, Council members Dennis Cooper, Lisa Gregory, Pat McDaniel, David Horn, Chuck Kuhle, Ed Culp and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

There being no Unfinished Business, Mayor Moore Wolfe called for New Business.

City Manager Gleason presented the Treasurer's Financial Report.

Ms. Ruby James, Director of Finance, spoke about General Fund revenues and expenses and answered questions from Council members.

Mayor Moore Wolfe called for a Public Hearing at 6:11 p.m. in the matter of the 2025 budget.

Ms. Ayn Owens commented on the proposed 2025 budget.

Mayor Moore Wolfe declared the Public Hearing closed at 6:15 p.m.

2024-165 An Ordinance Adopting the Fiscal Year 2025 Budget and Appropriating Monies for the Purpose of Defraying the Expenses of Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2025 and Ending December 31, 2025, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Culp.

City Manager Gleason gave an overview of the Ordinance.

Ms. Ruby James, Director of Finance, spoke about changes to the proposed 2025 budget and provided a summary on how ARP funds were spent.

Council members provided feedback on the proposed 2025 budget and spoke about staffing levels and the property tax levy.

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

R2024-347 Resolution Accepting the Bid of Municipal Emergency Services (MES) for the Purchase of Five (5) Scott Air-Pak X3 Pro Self-Contained Breathing Apparatus (SCBA) and Seven (7) Scott SCBA Cylinders, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Mr. Jeff Abbott, Fire Chief, gave an overview of the Resolution.

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

R2024-348 Resolution Authorizing a Behind the Meter Solar Project for the Decatur Public Library Building, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Mr. Jon Kindseth, Deputy City Manager, gave an overview of the following two Resolutions as they both related to solar projects.

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

R2024-349 Resolution Authorizing a Behind the Meter Solar Project for the William Street Pump Station, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

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

R2024-350 Resolution Authorizing Execution of a Professional Services Agreement for the City of Decatur Safe Streets and Roads for All Comprehensive Safety Action Plan, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Ms. Lacie Elzy, Director of Transportation, gave an overview of the Resolution and answered questions from Council members.

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

R2024-351 Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Paul Tree Farms LLC for Tree Installation Contract, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Ms. Lacie Elzy, Director of Transportation, gave an overview of the Resolution.

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

There being no City Manager Update, Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through N. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. No Council member requested to remove an item from the Consent Agenda Calendar. The Clerk read Items A. through N.:

R2024-352 Item A. Resolution Authorizing a Third Amendment to Intergovernmental Cooperation Agreement with Decatur Metropolitan Exposition, Auditorium and Office Building Authority Regarding Solar Canopy Projects
R2024-353 Item B. Resolution Authorizing Consent to Assignment Agreement for the Solar Project at the Decatur Civic Center
2024-166 Item C. Ordinance Annexing Territory 3120 Kathy Court
2024-167 Item D. Ordinance Annexing Territory 3105 Turpin Road
R2024-354 Item E. Resolution Authorizing an Agreement with Tele-Scan, Inc. for the Annual Sewer Inspection Program, City Project 2025-19
R2024-355 Item F. Resolution Authorizing a Three-Year Professional Services Agreement with Pace Analytical Services for Water Treatment Laboratory Services

R2024-356 Item G. Resolution Authorizing a Contract with USIC Locating Services, LLC for Facility Locating and Marking Services
R2024-357 Item H. Resolution Authorizing Agreement with U. S. Department of Housing and Urban Development (HUD) HOME Investment Partnership Funds (HOME) FY2024
2024-168 Item I. Ordinance Amending Planned Development District and Rezoning Property from R-2 Single Family Residence District to PD Planned Development Located at 3350 and 3236 North MacArthur Road
R2024-358 Item J. Resolution Authorizing Action Regarding Unsafe Structures
Item K. Receiving and Filing of Minutes of Boards and Commissions
R2024-359 Item L. Resolution Approving Appointment - Zoning Board of Appeals
R2024-360 Item M. Resolution Approving Reappointments - Decatur Metropolitan Exposition Auditorium and Office Building Authority (Civic Center Board)
R2024-361 Item N. Resolution Authorizing Payment of the 2025 Central Illinois Regional Dispatch Center Invoice -- User Fees for the Decatur Police Department and Decatur Fire Department

Councilwoman Gregory moved Items A. through N. be approved by Omnibus Vote; seconded by Councilman Culp, and on call of the roll, Council members Dennis Cooper, Lisa Gregory, Pat McDaniel, David Horn, Chuck Kuhle, Ed Culp 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 held a discussion regarding Decatur's water supply.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 7:15 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Resolution Authorizing Collective Bargaining Agreement for Pay and Benefits - AFSCME Council 31 and Local 268, General Service Employees

DATE: 12/2/2024

MEMO:

TO: Honorable Mayor Moore Wolfe and
City Council Members

FROM: Tim Gleason, City Manager
Ruby F. James, City Treasurer & Chief Financial Officer

SUBJECT: Property Tax Levy for Accessed Value Year 2024 Pay Tax Year 2025

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the series of Ordinances, which set the property tax levy for the City of Decatur for assessed value year 2024 pay tax year 2025 and abate certain of the general obligation bond debt service payments, whereby such abatement will exclude said debt service payment from inclusion in the property tax levy.

BACKGROUND:
The Illinois Truth in Taxation law requires the city to conduct a public hearing if the total levy is projected to increase by 5% or more. The city council is anticipating increasing the tax levy by some amount on December 2, 2024. Until the debt abatement ordinances are passed to abate the remaining debt not included in the tax levy, the debt remains outstanding and could potentially be included in the tax levy; thus, triggering the requirement for a public hearing even if the tax levy increase remained below 5%. All debt abatement and the tax levy equals $28,004,443.26 in total.

At the council meeting of November 4, 2024, the City Manager presented property tax levy options to the Council for discussion and direction for city preparation of the 2024 Property Tax Levy. City Council adopted Resolution 2024-341 Resolution Estimating Amounts Necessary to be Raised by the 2024 Tax Levy, indicating a tax levy increase of 7% versus the 2023 tax levy.

The property tax levy including debt abatement presented in the ordinance for Council consideration is $28,004,443.26 in total and includes tax levy amounts for the Decatur Police Pension, Decatur Firefighter Pension, Decatur Public Library, Decatur Municipal Band, and debt service payments for all General Obligation Debt due in the fiscal year covered by the tax levy, and not scheduled for abatement.

POTENTIAL OBJECTIONS: None anticipated.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Tim Gleason, City Manager Ruby F. James, City Treasurer & Chief Financial Officer

BUDGET/TIME IMPLICATIONS: 2024 Tax Levy is due to the County Clerk by the last Tuesday in December.

ATTACHMENTS:

Description	Type
An Ordinance Levying Property Taxes for the City of Decatur, Illinois for the Purpose of Raising Revenue to Meet Certain Necessary Expenses of the City for the Fiscal Year Beginning January 1, 2025, and Ending December 31, 2025 (7% Option) Memo	Cover Memo
An Ordinance Levying Property Taxes for the City of Decatur, Illinois for the Purpose of Raising Revenue to Meet Certain Necessary Expenses of the City for the Fiscal Year Beginning January 1, 2025, and Ending December 31, 2025 (7% Option)	Ordinance

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: December 2, 2024

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Ruby F. James, City Treasurer & Chief Financial Officer

SUBJECT: Property Tax Levy for Accessed Value Year 2024 Pay Tax Year 2025
7% Option

The property tax levy including debt abatement presented in the ordinance for Council consideration is $28,004,443.26 in total and includes tax levy amounts for the Decatur Police Pension, Decatur Firefighter Pension, Decatur Public Library, Decatur Municipal Band, and debt service payments for all General Obligation Debt due in the fiscal year covered by the tax levy, and not scheduled for abatement.

Abatement from the property tax levy is possible since the City has secured alternative revenue sources sufficient to pay certain General Obligation debt service amounts in the fiscal period 2025.

For a **7% increase** versus the prior year tax levy, the resulting net tax levy after abatement is $16,888,166.00:

$ (whole)	Tax levy	Tax Abatement(s)	Tax Levy After Abatement(s)
2024 Tax Levy	28,004,443.26	11,116,277.26	16,888,166.00
2023 Tax Levy	31,236,437.02	15,453,147.02	15,783,290.00
2024 vs. 2023	-10.35%	-28.06%	**7.0%**

Tax abatements in the 2024 Tax Levy are as follows:

Debt Issue	Abatement $	Abatement amounts payable from
2014 Series GO	1,872,537.50	Water Fund Lake dredging project
2015 Series GO	1,765,625.00	Water Fund Lake dredging project
2016 Series GO	1,741,256.26	Water Fund Lake dredging project
2018 Series GO	1,278,000.00	Water Fund for Lake dredging portion and general fund revenues for new fire station portion
2019 Series GO Refunding	541,208.50	General Fund revenues and PILOT
2019 Series B GO	145,030.00	Building Fund / Equipment Replacement Fund
2020 Series GO Refunding	1,947,220.00	Water Fund for Lake dredging portion and Olde Towne TIF Fund for downtown street scape portion
2022 Series GO	1,825,400.00	Water and Sewer Fund(s)
Total Abatements	11,116,277.26	

Detailed elements of the 2024 tax levy are as follows, with comparison to the 2023 tax levy.

$ (whole)	2024 Tax Levy	2023 Tax levy	Change	% Change
Police pension	6,933,920.00	5,924,878.26	1,009,041.74	17.0%
Fire pension	5,646,707.00	6,128,510.00	(481,803.00)	7.9%
Library	3,222,539.00	3,072,569.70	149,969.30	4.9%
Municipal band	70,000.00	70.073.58	(73.58)	(0.001%)
GO debt service	1,015,000.00	587,258.45	427,741.55	72.8%
General Purpose		0.01	(0.01)	-
Total Tax Levy	16,888,166.00	15,783,290.00	1,104,876.00	**7.0%**

Pension fund increases reflect the actuarially determined contribution required to meet future pension liabilities and achieve optimal future funding levels in accordance with Illinois State Statute 40 ILCS 5/4-118 for the Decatur Firefighters Pension Fund and Illinois State Statute 40 ILCS 5/3-125 for the Decatur Police Pension Fund. Decatur Library reflects a 4.9% increase to reflect the budgeted increase required for salaries and a reduction in state tax receipts. GO Debt Service reflects an increase of 72.8%, which signifies the council's intent to allocate certain general fund revenue sources to capital projects and pay down debt.

The proposed property tax levy and projected assessed value would yield an estimated property tax rate of $1.5392285 per $100 of assessed value. This would represent a slight increase in the property tax rate versus the prior year property tax rate of $1.5091001 per $100 of assessed value.

Of note, as the tax levy presented for approval defines the dollars to be raised in property tax revenue, the final property tax rate will be dependent upon the final assessed value, which is not yet determined. The final assessed value will be determined upon completion of the Macon County Assessor's valuation process, and approval / certification by the State of Illinois.

This tax levy and tax abatements will be used by Macon County Officials to calculate the tax extensions to appear on property tax bills issued to property owners in calendar year 2024 for property tax due in calendar year 2025.

ORDINANCE NO. 2024 -

AN ORDINANCE LEVYING PROPERTY TAXES FOR THE CITY OF DECATUR, ILLINOIS FOR THE PURPOSE OF RAISING REVENUE TO MEET CERTAIN NECESSARY EXPENSES OF THE CITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025 (7% OPTION)

WHEREAS, the City of Decatur, Illinois is a home rule unit of local government as defined by, and having the powers enumerated in, the Constitution of the State of Illinois 1970, Article VII, Section 6(a); and,

WHEREAS, the City of Decatur is required to establish the Property Tax Levy for the City of Decatur for the year of assessed value with property tax payable in the subsequent year, the City hereby with this Ordinance affixes the Property Tax Levy for assessed value in calendar year 2024 and with tax payable in calendar year 2025.

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

Section 1. That there is hereby levied upon all the taxable property within the corporate limits of the City of Decatur, Illinois, as the same is taxed and equalized for State and County purposes for the fiscal year beginning with the 1st day of January, 2025, and ending on the 31st day of December, 2025, the sum of Twenty-Eight Million, Four Thousand, Four Hundred Forty-Three Dollars and Twenty-Six Cents ($28,004,443.26) for which said sum is hereby levied and is appropriated for purposes specified as follows, and that there is hereby abated upon all taxable property within the corporate limits of the City of Decatur, Illinois, the sum of Eleven Million, One Hundred Sixteen Thousand, Two Hundred Seventy-Seven Dollars and Twenty-Six Cents ($11,116,277.26) resulting in a Net Tax Levy of Sixteen Million, Eight Hundred Eighty-Eight Thousand, One hundred and Sixty-Six Dollars and Zero Cents ($16,888,166.00).

	Tax Levy $	Abate $	Net Tax Levy $
Decatur Police Pension	6,933,920.00	-	6,933,920.00
Decatur Firefighter Pension	5,646,707.00	-	5,646,707.00
Decatur Public Library	3,222,539.00	-	3,222,539.00
Decatur Municipal Band	70,000.00	-	70,000.00
GO Bond 2014	1,872,537.50	1,872,537.50	-
GO Bond 2015	1,765,625.00	1,765,625.00	-
GO Bond 2016	1,741,256.26	1,741,256.26	-
GO Bond 2018	2,070,500.00	1,278,000.00	792,500.00
GO Bond 2019	763,708.50	541,208.50	222,500.00
GO Bond 2019 Series B	145,030.00	145,030.00	-
GO Bond 2020	1,947,220.00	1,947,220.00	-
GO Bond 2022	1,825,400.00	1,825,400.00	-
Total Tax Levy	28,004,443.26	11,116,277.26	16,888,166.00

Section 2. That the City Clerk be, and is hereby, authorized and directed to cause a duly certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois, in time and manner as provided by law.

Section 3. That warrants against and in anticipation of the taxes above levied for the payment of the ordinary and necessary expenses of the City are hereby authorized to be drawn by the Mayor and City Clerk to the extent of seventy-five percent of the total amount of any such tax levied herein in accordance with the Statutes in such case made and provided, and subject to the provisions thereof.

Section 4. This Ordinance shall be in full-force and effect and after its passage by the Council and approval by the Mayor.

PRESENTED, ADOPTED AND RECORED this 2nd day of December 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Levying Property Taxes for the City of Decatur, Illinois for the Purpose of Raising Revenue to Meet Certain Necessary Expenses of the City for the Fiscal Year Beginning January 1, 2025, and Ending December 31, 2025 (6% Option) Memo	Cover Memo
An Ordinance Levying Property Taxes for the City of Decatur, Illinois for the Purpose of Raising Revenue to Meet Certain Necessary Expenses of the City for the Fiscal Year Beginning January 1, 2025, and Ending December 31, 2025 (6% Option)	Ordinance

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: December 2, 2024

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Ruby F. James, City Treasurer & Chief Financial Officer

SUBJECT: Property Tax Levy for Accessed Value Year 2024 Pay Tax Year 2025
6% Option

The property tax levy including debt abatement presented in the ordinance for Council consideration is $28,004,443.26 in total and includes tax levy amounts for the Decatur Police Pension, Decatur Firefighter Pension, Decatur Public Library, Decatur Municipal Band, and debt service payments for all General Obligation Debt due in the fiscal year covered by the tax levy, and not scheduled for abatement.

Abatement from the property tax levy is possible since the City has secured alternative revenue sources sufficient to pay certain General Obligation debt service amounts in the fiscal period 2025.

For a **6% increase** versus the prior year tax levy, the resulting net tax levy after abatement is $16,730,166.00:

$ (whole)	Tax levy	Tax Abatement(s)	Tax Levy After Abatement(s)
2024 Tax Levy	28,004,443.26	11,274,277.26	16,730,166.00
2023 Tax Levy	31,236,437.02	15,453,147.02	15,783,290.00
2024 vs. 2023	-10.35%	-27.04%	**6.0%**

Tax abatements in the 2024 Tax Levy are as follows:

Debt Issue	Abatement $	Abatement amounts payable from
2014 Series GO	1,872,537.50	Water Fund Lake dredging project
2015 Series GO	1,765,625.00	Water Fund Lake dredging project
2016 Series GO	1,741,256.26	Water Fund Lake dredging project
2018 Series GO	1,278,000.00	Water Fund for Lake dredging portion and general fund revenues for new fire station portion
2019 Series GO Refunding	699,208.50	General Fund revenues and PILOT
2019 Series B GO	145,030.00	Building Fund / Equipment Replacement Fund
2020 Series GO Refunding	1,947,220.00	Water Fund for Lake dredging portion and Olde Towne TIF Fund for downtown street scape portion
2022 Series GO	1,825,400.00	Water and Sewer Fund(s)
Total Abatements	11,274,277.26	

Detailed elements of the 2024 tax levy are as follows, with comparison to the 2023 tax levy.

$ (whole)	2024 Tax Levy	2023 Tax levy	Change	% Change
Police pension	6,933,920.00	5,924,878.26	1,009,041.74	17.0%
Fire pension	5,646,707.00	6,128,510.00	(481,803.00)	7.9%
Library	3,222,539.00	3,072,569.70	149,969.30	4.9%
Municipal band	70,000.00	70.073.58	(73.58)	(0.001%)
GO debt service	857,000.00	587,258.45	269,741.55	45.9%
General Purpose		0.01	(0.01)	-
Total Tax Levy	16,730,166.00	15,783,290.00	946,876.00	**6.0%**

Pension fund increases reflect the actuarially determined contribution required to meet future pension liabilities and achieve optimal future funding levels in accordance with Illinois State Statute 40 ILCS 5/4-118 for the Decatur Firefighters Pension Fund and Illinois State Statute 40 ILCS 5/3-125 for the Decatur Police Pension Fund. Decatur Library reflects a 4.9% increase to reflect the budgeted increase required for salaries and a reduction in state tax receipts. GO Debt Service reflects an increase of 45.9%, which signifies the council's intent to allocate certain general fund revenue sources to capital projects and pay down debt.

The proposed property tax levy and projected assessed value would yield an estimated property tax rate of $1.5248380 per $100 of assessed value. This would represent a slight increase in the property tax rate versus the prior year property tax rate of $1.5091001 per $100 of assessed value.

Of note, as the tax levy presented for approval defines the dollars to be raised in property tax revenue, the final property tax rate will be dependent upon the final assessed value, which is not yet determined. The final assessed value will be determined upon completion of the Macon County Assessor's valuation process, and approval / certification by the State of Illinois.

This tax levy and tax abatements will be used by Macon County Officials to calculate the tax extensions to appear on property tax bills issued to property owners in calendar year 2024 for property tax due in calendar year 2025.

ORDINANCE NO. 2024 -

AN ORDINANCE LEVYING PROPERTY TAXES FOR THE CITY OF DECATUR, ILLINOIS FOR THE PURPOSE OF RAISING REVENUE TO MEET CERTAIN NECESSARY EXPENSES OF THE CITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025 (6% OPTION)

WHEREAS, the City of Decatur, Illinois is a home rule unit of local government as defined by, and having the powers enumerated in, the Constitution of the State of Illinois 1970, Article VII, Section 6(a); and,

WHEREAS, the City of Decatur is required to establish the Property Tax Levy for the City of Decatur for the year of assessed value with property tax payable in the subsequent year, the City hereby with this Ordinance affixes the Property Tax Levy for assessed value in calendar year 2024 and with tax payable in calendar year 2025.

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

Section 1. That there is hereby levied upon all the taxable property within the corporate limits of the City of Decatur, Illinois, as the same is taxed and equalized for State and County purposes for the fiscal year beginning with the 1st day of January, 2025, and ending on the 31st day of December, 2025, the sum of Twenty-Eight Million, Four Thousand, Four Hundred Forty-Three Dollars and Twenty-Six Cents ($28,004,443.26) for which said sum is hereby levied and is appropriated for purposes specified as follows, and that there is hereby abated upon all taxable property within the corporate limits of the City of Decatur, Illinois, the sum of Eleven Million, Two Hundred Seventy-Four Thousand, Two Hundred Seventy-Seven Dollars and Twenty-Six Cents ($11,274,277.26) resulting in a Net Tax Levy of Sixteen Million, Seven Hundred Thirty Thousand, One hundred and Sixty-Six Dollars and Zero Cents ($16,730,166.00).

	Tax Levy $	Abate $	Net Tax Levy $
Decatur Police Pension	6,933,920.00	-	6,933,920.00
Decatur Firefighter Pension	5,646,707.00	-	5,646,707.00
Decatur Public Library	3,222,539.00	-	3,222,539.00
Decatur Municipal Band	70,000.00	-	70,000.00
GO Bond 2014	1,872,537.50	1,872,537.50	-
GO Bond 2015	1,765,625.00	1,765,625.00	-
GO Bond 2016	1,741,256.26	1,741,256.26	-
GO Bond 2018	2,070,500.00	1,278,000.00	792,500.00
GO Bond 2019	763,708.50	699,208.50	64,500.00
GO Bond 2019 Series B	145,030.00	145,030.00	-
GO Bond 2020	1,947,220.00	1,947,220.00	-
GO Bond 2022	1,825,400.00	1,825,400.00	-
Total Tax Levy	28,004,443.26	11,274,277.26	16,730,166.00

Section 2. That the City Clerk be, and is hereby, authorized and directed to cause a duly certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois, in time and manner as provided by law.

Section 3. That warrants against and in anticipation of the taxes above levied for the payment of the ordinary and necessary expenses of the City are hereby authorized to be drawn by the Mayor and City Clerk to the extent of seventy-five percent of the total amount of any such tax levied herein in accordance with the Statutes in such case made and provided, and subject to the provisions thereof.

Section 4. This Ordinance shall be in full-force and effect and after its passage by the Council and approval by the Mayor.

PRESENTED, ADOPTED AND RECORED this 2nd day of December 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Levying Property Taxes for the City of Decatur, Illinois for the Purpose of Raising Revenue to Meet Certain Necessary Expenses of the City for the Fiscal Year Beginning January 1, 2025, and Ending December 31, 2025 (5% Option) Memo	Cover Memo
An Ordinance Levying Property Taxes for the City of Decatur, Illinois for the Purpose of Raising Revenue to Meet Certain Necessary Expenses of the City for the Fiscal Year Beginning January 1, 2025, and Ending December 31, 2025 (5% Option)	Ordinance

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: December 2, 2024

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Ruby F. James, City Treasurer & Chief Financial Officer

SUBJECT: Property Tax Levy for Accessed Value Year 2024 Pay Tax Year 2025
5% Option

The property tax levy including debt abatement presented in the ordinance for Council consideration is $28,004,443.26 in total and includes tax levy amounts for the Decatur Police Pension, Decatur Firefighter Pension, Decatur Public Library, Decatur Municipal Band, and debt service payments for all General Obligation Debt due in the fiscal year covered by the tax levy, and not scheduled for abatement.

Abatement from the property tax levy is possible since the City has secured alternative revenue sources sufficient to pay certain General Obligation debt service amounts in the fiscal period 2025.

For a **5% increase** versus the prior year tax levy, the resulting net tax levy after abatement is $16,573,166.00:

$ (whole)	Tax levy	Tax Abatement(s)	Tax Levy After Abatement(s)
2024 Tax Levy	28,004,443.26	11,431,277.26	16,573,166.00
2023 Tax Levy	31,236,437.02	15,453,147.02	15,783,290.00
2024 vs. 2023	-10.35%	-26.03%	**5.0%**

Tax abatements in the 2024 Tax Levy are as follows:

Debt Issue	Abatement $	Abatement amounts payable from
2014 Series GO	1,872,537.50	Water Fund Lake dredging project
2015 Series GO	1,765,625.00	Water Fund Lake dredging project
2016 Series GO	1,741,256.26	Water Fund Lake dredging project
2018 Series GO	1,370,500.00	Water Fund for Lake dredging portion and general fund revenues for new fire station portion
2019 Series GO Refunding	763,708.50	General Fund revenues and PILOT
2019 Series B GO	145,030.00	Building Fund / Equipment Replacement Fund
2020 Series GO Refunding	1,947,220.00	Water Fund for Lake dredging portion and Olde Towne TIF Fund for downtown street scape portion
2022 Series GO	1,825,400.00	Water and Sewer Fund(s)
Total Abatements	11,431,277.26	

Detailed elements of the 2024 tax levy are as follows, with comparison to the 2023 tax levy.

$ (whole)	2024 Tax Levy	2023 Tax levy	Change	% Change
Police pension	6,933,920.00	5,924,878.26	1,009,041.74	17.0%
Fire pension	5,646,707.00	6,128,510.00	(481,803.00)	7.9%
Library	3,222,539.00	3,072,569.70	149,969.30	4.9%
Municipal band	70,000.00	70.073.58	(73.58)	(0.001%)
GO debt service	700,000.00	587,258.45	112,741.55	19.2%
General Purpose		0.01	(0.01)	-
Total Tax Levy	16,573,166.00	15,783,290.00	789,876.00	**5.0%**

Pension fund increases reflect the actuarially determined contribution required to meet future pension liabilities and achieve optimal future funding levels in accordance with Illinois State Statute 40 ILCS 5/4-118 for the Decatur Firefighters Pension Fund and Illinois State Statute 40 ILCS 5/3-125 for the Decatur Police Pension Fund. Decatur Library reflects a 4.9% increase to reflect the budgeted increase required for salaries and a reduction in state tax receipts. GO Debt Service reflects an increase of 19.2%, which signifies the council's intent to allocate certain general fund revenue sources to capital projects and pay down debt.

The proposed property tax levy and projected assessed value would yield an estimated property tax rate of $1.5105187 per $100 of assessed value. This would represent a slight increase in the property tax rate versus the prior year property tax rate of $1.5091001 per $100 of assessed value.

Of note, as the tax levy presented for approval defines the dollars to be raised in property tax revenue, the final property tax rate will be dependent upon the final assessed value, which is not yet determined. The final assessed value will be determined upon completion of the Macon County Assessor's valuation process, and approval / certification by the State of Illinois.

This tax levy and tax abatements will be used by Macon County Officials to calculate the tax extensions to appear on property tax bills issued to property owners in calendar year 2024 for property tax due in calendar year 2025.

ORDINANCE NO. 2024 -

AN ORDINANCE LEVYING PROPERTY TAXES FOR THE CITY OF DECATUR, ILLINOIS FOR THE PURPOSE OF RAISING REVENUE TO MEET CERTAIN NECESSARY EXPENSES OF THE CITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025 (5% OPTION)

WHEREAS, the City of Decatur, Illinois is a home rule unit of local government as defined by, and having the powers enumerated in, the Constitution of the State of Illinois 1970, Article VII, Section 6(a); and,

WHEREAS, the City of Decatur is required to establish the Property Tax Levy for the City of Decatur for the year of assessed value with property tax payable in the subsequent year, the City hereby with this Ordinance affixes the Property Tax Levy for assessed value in calendar year 2024 and with tax payable in calendar year 2025.

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

Section 1. That there is hereby levied upon all the taxable property within the corporate limits of the City of Decatur, Illinois, as the same is taxed and equalized for State and County purposes for the fiscal year beginning with the 1st day of January, 2025, and ending on the 31st day of December, 2025, the sum of Twenty-Eight Million, Four Thousand, Four Hundred Forty-Three Dollars and Twenty-Six Cents ($28,004,443.26) for which said sum is hereby levied and is appropriated for purposes specified as follows, and that there is hereby abated upon all taxable property within the corporate limits of the City of Decatur, Illinois, the sum of Eleven Million, Four Hundred Thirty-One Thousand, Two Hundred Seventy-Seven Dollars and Twenty-Six Cents ($11,431,277.26) resulting in a Net Tax Levy of Sixteen Million, Five Hundred Seventy-Three Thousand, One hundred and Sixty-Six Dollars and Zero Cents ($16,573,166.00).

	Tax Levy $	Abate $	Net Tax Levy $
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GO Bond 2019	763,708.50	763,708.50	-
GO Bond 2019 Series B	145,030.00	145,030.00	-
GO Bond 2020	1,947,220.00	1,947,220.00	-
GO Bond 2022	1,825,400.00	1,825,400.00	-
Total Tax Levy	28,004,443.26	11,431,277.26	16,573,166.00

Section 2. That the City Clerk be, and is hereby, authorized and directed to cause a duly certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois, in time and manner as provided by law.

Section 3. That warrants against and in anticipation of the taxes above levied for the payment of the ordinary and necessary expenses of the City are hereby authorized to be drawn by the Mayor and City Clerk to the extent of seventy-five percent of the total amount of any such tax levied herein in accordance with the Statutes in such case made and provided, and subject to the provisions thereof.

Section 4. This Ordinance shall be in full-force and effect and after its passage by the Council and approval by the Mayor.

PRESENTED, ADOPTED AND RECORED this 2nd day of December 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

DATE: 11/8/2024

MEMO: 2024-178

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

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director
Jim Edwards, Information Technology Director
Paul Caswell, P.E., City Engineer
Robert Weil, P.E., Water Production Manager
Randy Miller, Water Services Manager
Byron Bowman, Municipal Services Manager

SUBJECT:
Resolution Authorizing a Professional Engineering Services Agreement with Burns & McDonnell Engineering Company, Inc., to Provide Engineering Services for Asset Management System Selection Assistance, City Project 2024-32

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest a Resolution approving a professional services agreement with Burns & McDonnell Engineering Company, Inc. to provide engineering services for the selection of a Asset Management System for a fee not to exceed $167,250.

BACKGROUND:
The Public Works Department currently utilizes multiple software packages to store data and work history. These software packages were generally built in-house at various times over the years and largely do not work well with each other, including newer City software systems such as the Geographical Information System (GIS) used by the City. The Municipal Services Division work tracking system was built by the City's IT Department in the early 2000's as a Database 2 (DB2) system and has become difficult to maintain and is being phased out. The water plant maintenance management system, Antero, is still partially paper-based and has limited benefit.

In recent years, the municipal software industry has focused on asset management packages that encompass all Public Works functions. The newer types of asset management systems utilize GIS mapping as the visual interface to track and store data. Keeping this data current and available to maintenance crews is becoming increasingly important in the utility management work the Public

Works Department is engaged in. In the case of fixed mechanical assets such as the water plant, new asset management systems use sensors to monitor equipment condition and trigger timely repairs. This minimizes equipment downtime and potential compliance issues.

As Public Works, IT, and GIS staff members reviewed options to replace the City's aging DB2 system, it became clear that there were many facets in the various software packages that were beyond the current experience base of city staff. For example, staff across multiple departments will need to implement a new advanced management system with capabilities we are not even familiar with. Based on conversations with other public works departments we associate with in the American Public Works Association, staff decided that consultant assistance would be highly beneficial.

Staff decided to request proposals from consulting firms with expertise in the software market and selecting software best suited to the City's needs. This comparison of software could be made in-house, but that approach seems fraught with the opportunity for failure given the complexity of the new systems and the financial implications of the software selection and implementation.

The benefits of upgrading the asset management system are expected to far exceed the costs. Given the value of the infrastructure managed by the Public Works is in excess of $100 million, even a 1% improvement in service life represents a value of $1 million. The direct costs for selection, purchase and implementation of the asset management system are expected to be approximately $850,000.

Smooth implementation will maximize the benefits of the asset management system and avoid loss of productivity as the system is rolled out. The track record from other agencies indicates that the right consultant can make a big difference in this regard.

Request for Proposals
On May 30, 2024, the City issued a request for proposals and qualifications to provide professional services to assist City staff with the selection of an asset management system. Proposals were received on July 2, 2024. Two firms submitted formal statements of qualification. The section committee, composed of Public Works Division Managers along with IT and GIS representatives, reviewed the proposals and selected the Burns & McDonnell Engineering Company, Inc., as the firm best able to serve the City in performing the requested services.

Engineering Services Agreement
The services are to review the City's procedures and management processes, develop an RFP for vendors to propose a software solution, and assist in selecting a vendor. The Agreement includes the following services:

1. Conduct Public Works staff interviews to gather the technical and functional requirements for the new asset management system.

2. Review existing asset management operations and documentation processes to identify gaps and recommend best practices in prioritizing and documenting work.

3. Develop recommendations to address security requirements and compliance reporting. This is particularly necessary for the water system interactions with the Illinois EPA and the U.S. EPA's involvement with the sanitary sewer system.

4. Develop a vendor Request for Proposals with instructions, technical requirements, and evaluation criteria.

5. Assist City staff with RFP review, vendor support questions, demonstrations, and recommendations.

A possible future phase may be needed to assist the City with the implementation of the selected software package.

The proposed fee is $167,250, which will be split between the Water, Sanitary Sewer, Storm Sewer, and Local MFT Funds. It is estimated the purchase and implementation of the selected service is expected be around $850,000.

LEGAL REVIEW: The agreement was reviewed and approved by Legal on November 7, 2024.

SCHEDULE: The work will commence immediately with the RFP expected to be advertised in 3 to 4 months. The advertising period, review and recommendations will take an additional 3 months depending on City staff availability.

PRIOR COUNCIL ACTION: The project is budgeted in the FY 2025 budget.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Burns and McDonnell Engineering Company, Inc.

STAFF REFERENCE: Paul Caswell, City Engineer, will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:
Budget Impact: The proposed engineering services agreement is for $167,250. Funding for this project is allocated and will be split equally at $41,812.50 between the Water Fund, Storm Sewer Fund, Sanitary Sewer Fund, and Local MFT Fund.

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

ATTACHMENTS:
Description Type

Resolution Authorizing a Professional Engineering Services Agreement with Burns & McDonnell Engineering Company, Inc., to Provide Engineering Services for Asset Management System Selection Assistance, City Project 2024-32 Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY INC., TO PROVIDE ENGINEERING SERVICES FOR ASSET MANAGEMENT SYSTEM SELECTION ASSISTANCE, CITY PROJECT 2024-32

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

Section 1. That the Professional Engineering Services Agreement for Burns & McDonnell Engineering Company, Inc., presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Burns & McDonnell Engineering Company, Inc., and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Burns & McDonnell Engineering Company, Inc., for a fee not to exceed $167,250.

PRESENTED and ADOPTED this 2nd day of December, 2024.

_____
Julie Moore Wolfe, Mayor

Attest:

_____
Kim Althoff, City Clerk

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CITY OF DECATUR
CONSULTING SERVICES AGREEMENT
For
ASSET MANAGEMENT SYSTEM SELECTION ASSISTANCE
CITY PROJECT 2024-32

This Agreement (“Agreement”) is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and:

Burns & McDonnell Engineering Company, Inc.
_____,
(“Consultant"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

The consulting services obtained by the City under this Agreement concern the Project ("Project") as set forth in the attached as Exhibit “A”, incorporated herein by reference and made a part of this Agreement hereof:

SECTION I. GENERAL

A. CONSULTANT. The Consultant shall provide consulting services as described in Exhibit A. All services provided hereunder shall be performed by the Consultant exercising reasonable skill, care, and diligence in the performance of their services in accordance with generally and customarily accepted standards.

B. NOTICE TO PROCEED. The Consultant shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.

C. TIME. The Consultant shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.

D. CITY'S REPRESENTATIVE. The City's representative to the Consultant shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.

E. EXTRA WORK AND AMENDMENTS. The Consultant shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consultant shall obtain written authorization in the form of a Amendment from the City’s Representative, to perform extra work before such work is actually performed. An Amendment form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consultant and shall not be reimbursed by the City.

The Consultant expressly acknowledges, recognizes and agrees that the only authority to approve Amendments to this Agreement or the Scope or Services or the cost(s) therein is with the City Council of the City.

SECTION II. BASIC SERVICES

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The basic services will include those described in Exhibit A.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations.

B. FURNISH INFORMATION. Assist the Consultant by placing at the Consultant's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

C. FURNISH TECHNICAL INFORMATION. Furnish to the Consultant, as required for performance of the Consultant's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consultant may rely upon in performing the Consultant's services.

D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.

E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform the Consultant's services.

F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consultant may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.

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I. NOTIFY THE CONSULTANT OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consultant whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services, or any defect in the work of the Contractor(s).

J. INFORMATION SUPPLIED BY CITY. Consultant shall be entitled to rely upon the accuracy and completeness of services and information furnished by City and its consultants, agents and representatives, and Consultant shall have no duty to investigate the accuracy or completeness of such services or information. Consultant shall provide notice to City if Consultant becomes aware of any errors, omissions or inconsistencies in the services or information furnished by the City.

SECTION IV. GENERAL CONSIDERATIONS

A. SUCCESSORS AND ASSIGNS. The City and the Consultant each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consultant shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consultant in connection with this Project are public documents and, upon payment to the Consultant, shall remain the property of the City whether the Project is completed or not.

C. INSURANCE.

1. Requirement. During the term of this Agreement, at its own cost and expense, the Consultant shall maintain in full force and effect insurance policies as enumerated below.

2. Policy Form. All policies except for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.

3. Additional Insured. The City of Decatur and its officers and employees shall be included as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy.

4. Qualification of Insurers. All policies will be written with insurance carriers authorized to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.

5. Time of Submission; Certificate of Insurance. At the time of execution of this agreement and prior to commencing any work activity on the project, the Consultant shall provide the City's Representative with Acord certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consultant shall give the City's Representative at least 30 days written notice prior to any, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. A sample certificate is attached hereto as Exhibit E and shall be replaced by the final certificate of insurance prior to commencing any work activity on this project. The Consultant shall provide any renewal certificates of insurance automatically to the City's Representative prior to policy expiration. The certificate must evidence the following per this written Agreement:

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a. Name and address of party insured.

b. Name(s) of insurance company or companies.

c. Name and address of authorized agent executing such certificate.

d. Description of type of insurance and coverage afforded thereunder.

e. Insurance policy numbers.

f. Limits of liability of such policies and date of expiration of policies.

g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.

6. Types and Limits of Insurance. The Consultant shall provide the following:

a. Workers' Compensation:

Coverage A: Statutory Limits
Coverage B: One hundred thousand dollars ($100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.

b. General Liability: Combined single limits of one million dollars ($1,000,000) per occurrence and in the general aggregate. General Liability Insurance shall include:

Personal/Advertising Injury Liability coverage.

c. Automobile Liability: Combined single limits of one million dollars ($1,000,000) per accident. Auto liability shall include hired and non-owned autos.

d. Professional Liability: A professional liability providing coverage for negligent errors and omissions policy with limits of one million dollars ($1,000,000) per claim and in the aggregate. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of Consultant's work for this agreement.

e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consultant shall be held solely responsible for the amount of such deductible and for any co-insurance.

7. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a waiver of liability for the Consultant.

8. City and Consultant release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance or could have been covered including deductibles or self-insurance during and after the completion of Consultant's services.

D. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other

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party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party and an opportunity to cure such breach prior to termination.

2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consultant is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.

3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consultant shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.

E. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consultant agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.

F. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consultant an employee or partner of the City. The Consultant shall at all times hereunder be construed to be an independent contractor.

G. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consultant shall abide by the terms of all Federal requirements in the performance of duties hereunder.

H. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.

I. HOLD HARMLESS. Consultant shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consultant in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consultant or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consultant under the terms of the Agreement. The Consultant shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consultant's own judgment, may be necessary for the Consultant's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

J. COPYRIGHT ASSIGNMENT. The Consultant assigns to the City any and all of Consultant's rights under copyright laws for work prepared by the Consultant, its employees, subcontractors or

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agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consultant agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.

K. NO BID RIGGING, BID ROTATION. The Consultant certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consultant is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consultant so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.

L. NO DELINQUENT TAXES. The Consultant agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.

M. DRUG FREE WORKPLACE. The Consultant agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consultant has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars ($5,000.00), the Consultant shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.

N. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.

O. TIMELINESS. The Parties recognize and agree that time is important in this Agreement as is consistent with the applicable professional standard of care.

P. STANDARD OF CARE BREACH. As the sole and exclusive remedy for failing to meet the standard of care described in Section I(A), Consultant will reperform at its own cost, the consulting services necessary to correct the negligent errors and omissions reported to us in writing within one year from the completion of our services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

SECTION V. PAYMENT

A. BASIS OF BILLING. City shall pay the Consultant for all services in Exhibit A in accordance with the lump sum amount and invoicing schedule outlined in Exhibit A.

B. SUBCONSULTANT. The City shall pay the Consultant for services and reimbursable expenses of subconsultants engaged by the Consultant with the approval of the City's Representative, the amount billed by the Subconsultant to the Consultant times an approved multiplier of 1.10 .

C. REIMBURSABLE EXPENSES. All expenses have been included in the lump sum price included in Exhibit A.

D. PAYMENT FOR WORK COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consultant for work satisfactorily completed in accordance with this contract and shall be made by the City to the Consultant as soon as practicable upon submission of statements requesting payment by the

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Consultant to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consultant prefers, the Invoice Data sheet may serve as the Consultant's invoice.

2. Monthly Progress Reports. The Consultant shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consultant shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consultant may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.

3. Maximum Payment Requests. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consultant under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consultant and supplemented or accompanied by such supporting data as may be required by the City's Representative.

4. Time and Manner of Payments. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within thirty (30) days of receipt of the invoice. City's failure to timely pay all undisputed amounts shall be considered a substantial failure upon which Consultant may initiate terminating this Agreement pursuant to section IV(E)(1) above.

5. Release of Claims. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.

6. Local Government Prompt Payment Act. The Consultant and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.

E. PAYMENT UPON TERMINATION. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consultant for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consultant also will be reimbursed for the charges of independent professional associates and consultants employed by Consultant to render Basic Services, and paid for services rendered during that phase on the basis of Consultant's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consultant's principals and employees engaged directly on the Project. In the event of any such termination, Consultant will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

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DATED this _____ day of _____ , 2024

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

_____
City Clerk

CONSULTANT FORM

By: DocuSigned by: _____ Initial

Docusign Envelope ID: 1A1DFD23-B9AC-4FF4-8F3A-05E6D6672FB1

EXHIBIT A - SCOPE OF WORK

Project Overview

The purpose of this Scope of Work (SOW) is to outline the activities and deliverables required to assist the City of Decatur, IL, in developing a comprehensive Request for Proposal (RFP) for the selection of an Asset Management software platform. The Asset Management Software platform will support the City in managing and optimizing the lifecycle of its physical assets, including tracking, maintenance, and reporting functionalities.

Objectives

The primary objectives of this engagement are:

- To identify the specific requirements for the asset management software that aligns with the City's operational goals, functional requirements, and technical specifications.
- To develop a detailed and structured RFP that attracts qualified vendors capable of delivering a solution that meets the City's needs.
- To ensure the RFP includes evaluation criteria that facilitate the selection of the most suitable software platform.

Scope Activities

The services provided under this SOW will include, but are not limited to, the following tasks:

Task 1. Project Kickoff and Project Management

- Consultant will assign a dedicated project manager to oversee all project activities, coordinate with City staff, and ensure timely completion of project deliverables.
- The Consultant Project Manager will schedule a one-hour virtual project kickoff meeting with City staff to provide an overview of the project, review the draft schedule, describe the project approach, introduce key project stakeholders, and confirm project logistics and administrative items such as status reporting, meeting cadence, and invoicing.
- The Consultant project manager will host a weekly 30-minute project status meeting with the city to review progress and address any outstanding issues impacting the project's ability to meet its objectives.

Task 2. Requirements Gathering

- Conduct stakeholder interviews to gather business, technical, and functional requirements. Stakeholder interviews will be conducted on-site during a two-day visit to the Client offices and remotely via Microsoft Teams. Onsite, we will host a group workshop and meet with small teams and individuals as needed. After the on-site visit, we anticipate up to eight virtual meetings of up to two hours. The team will meet with stakeholders from Public Works, Engineering, and the Building, Planning, and Code Enforcement sections.
- Review existing asset management processes and systems to identify gaps and areas for improvement.

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- Develop a detailed requirements document in Microsoft Word format that outlines required Asset Management Software functionalities, system integration needs, platform security requirements, along with reporting and compliance requirements.
- Up-to 10 documented workflows for major work tasks associated with the Asset Management System in MS Word format that can be incorporated into the RFP materials.

Task 3. RFP Document Development

- Draft RFP document sections, including assisting the City with the development of the following sections:
    - **Introduction**: Overview of the City needs, including objectives, background, and scope.
    - **Vendor Instructions**: Guidelines for proposal submission, including deadlines, format, and contact information.
    - **Technical Requirements**: Detailed description of required software functionalities, system integrations, and performance criteria.
    - **Evaluation Criteria**: Criteria and scoring methodology for evaluating vendor proposals.

Task 4. Stakeholder Review and Feedback

- Facilitate review sessions with key stakeholders to obtain feedback on the draft RFP document.
- Incorporate stakeholder feedback into the final RFP document.

Task 5. Final RFP Submission

- Deliver the final RFP document sections to the City, ready for distribution to potential vendors.
- Provide consultation on the RFP release process and assist in responding to vendor inquiries if required.

Task 6. RFP Response Evaluation Support

- Vendor Questions Support
- Vendor Demonstration Attendance (Virtual)
- Evaluation Support and Recommendations
- AMS System Implementation Scope Review and Comments in MS Word Format

Deliverables

In connection with the Services specified herein, the Consultant will provide the following Deliverables:

Table 1 - Project Deliverables

Task Number	Deliverable
1	Project Kickoff meeting notes
1	Weekly 30-minute project status meeting with meeting notes
2	Requirements Document in Microsoft Word Format

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2	Up-to 10 documented workflows for major work tasks associated with the Asset Management System in MS Word format.
2	Evaluation Framework in Microsoft Excel Format
3	Draft RFP Document in Microsoft Word Format
5	Finalized RFP Documents in Microsoft Word Format
6	Vendor Questions Support
6	Vendor Demonstration Attendance (Virtual)
6	Vendor Evaluation Recommendations
6	AMS System Implementation Scope Review and Comments in MS Word Format

Deliverable Acceptance Process

All deliverables listed in this proposal will be the responsibility of the Consultant. Each deliverable will undergo the following review steps. Where necessary, additional activities may be required for certain document deliverables as agreed upon by both Client and 1898 & Co. All deliverables, reviews, issues, and sign-off shall be provided electronically.

- Submission: Upon completion of a deliverable, Consultant will submit the deliverable to the Client Project Manager.
- Review: The Client Project Manager will be responsible for distributing the draft deliverable to the appropriate Client team members for review. The standard review period will be ten (10) business days, or a duration mutually agreed upon, in writing, by the Client Project Manager and 1898 & Co. If after this period there are no unresolved open issues, the deliverable will be sent to the Client Project Manager for final acceptance and sign-off.
- Rework and Review: If the City has open issue(s) on a draft deliverable, the Consultant and the City will collaboratively review the open issues, incorporate address, and close all such open issues. The collaborative review process shall be completed within ten (10) business days, or a duration mutually agreed upon, in writing, by the City Project Manager and the Consultant. to minimize impact on the project schedule. Upon the Consultant's submission of the Revised Deliverable, City's ten business day review period identified above will re-commence. After the ten (10) business days, or the agreed-upon period, and provided City and Consultant have reached a mutually agreeable resolution, the deliverable will move to formal acceptance and sign-off. If the Consultant project manager the City are unable to come to a resolution on a deliverable, the item may by escalated for issue resolution to the Consultant executive sponsor and the City steering committee or executive sponsor, or those client members of the steering committee that have specific knowledge and information regarding the deliverable at issue.

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Timeline

We anticipate this engagement will be completed over 20 weeks, with key milestones as follows:

- **Week 1-4:** Project Kickoff and Requirements Gathering
- **Week 5-8:** Draft RFP Development
- **Week 9-12:** Stakeholder Review and RFP Finalization
- **Week 13-18:** RFP Advertisement
- **Week 17-20:** RFP Response Evaluation Support

Assumptions

- The City will provide access to key stakeholders and necessary documentation.
- Any changes to the scope or timeline will be communicated and agreed upon in writing.
- Client will review deliverables in the timeframe outlined within the deliverable acceptance process of this SOW.
- One two-day trip has been included in the scope of work. All other project work will be performed remotely.
- The client will assign project stakeholders who can provide feedback and guidance to the Consultant in a reasonable amount of time.
- AMS software installation and configuration services is outside this project's scope.

Pricing and Invoicing

The City will compensate the Consultant a lump sum of $167,250 for the services described in this SOW. This price includes the scope described herein and all expenses. Invoicing will be monthly based on the percentage completion of the five project milestones listed below.

Table 2 - Invoicing Milestones

Milestone	Fee
1 - Project Kickoff Meeting	$33,450
2 - Detailed Requirements Document in Microsoft Word Format	$33,450
3 - Draft RFP Document in Microsoft Word Format	$33,450
4 - Final RFP Document in Microsoft Word Format	$33,450
5 - AMS Vendor Recommendations and Contract Review Finalized	$33,450

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CITY OF DECATUR ILLINOIS

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

Notice to Proceed

TO:	
City Project Name:	
City Project Number:	
City Project Phase:	

You are hereby notified that the work for the above listed City Project and Phase may commence on _____.

The City Representative for this Phase of work is _____.

After that date, you are to start performing the work as outlined in the Scope of Services and Project Timeline included in the executed contract. Please schedule and chair a project startup meeting at your earliest convenience.

CITY OF DECATUR, IL
BY:_____
(City Engineer)
Dated this _____ day of _____, 20_____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY:_____
(Signature) (Title)

Dated this ____ day of _____, 20____.

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EXHIBIT C

PROJECT TIMELINE

Task #	Task Description	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20
1	Project Kickoff																				
2	Requirements Gathering																				
3	RFP Development																				
4	Stakeholder Review and RFP Finalization																				
5	RFP Advertisement																				
6	RFP Response and Evaluation Support																				

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

Amendment No

Date: _____

Request No. _____ ☐ Final

Consulting Engineer: _____

Address: _____

_____

I recommend that an ☐ addition of $ _____ be made to the above contract.
☐ deduction

I recommend that an extension of _____ days be made to the above contract completion date.

The revised completion date is now _____ .

Amount of original contract $ _____

Amount of previous amendments $ _____

Amount of current amendment $ _____

Amount of adjusted/final contract $ _____

Total net ☐ addition ☐ deduction to date $ _____ which is _____ % of Contract Price

State fully the nature and reason for the amendment change _____

_____

_____

When the net increase or decrease in the cost of the contract is $10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

The undersigned determine that the change is germane to the original contract as signed, because:

☐	Provision for this work is included in the original contract.
☐	Work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract.
☐	The change represents an adjustment required by the contract, based on unpredictable developments in the work.
☐	The change in design is necessary to fulfill the original intent of the Contract.
☐	Other: (Explain)

Recommended _____ _____
Public Works Director Date

Approved _____ Attested _____
Mayor City Clerk

_____ _____
Date Date

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Replace with Insurance Certificate(s)

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EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all

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respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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Exhibit G

CONSULTANT'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws - if questions contact the City of Decatur Legal Department at 217/424-2807.)

STATE OF _____)
) ss.
COUNTY OF _____)

SECTION I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. _____ (Hereinafter "Consultant") is a:
Company Name

(Place mark in front of appropriate type of business)

_____ Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

_____ Individual Proprietorship (if an Individual, complete D)

Consultant's Federal Tax Identification Number is _____.

B. CORPORATION

The State of Incorporation is _____

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
_____ Name	_____ Company Address, Principal Office
_____ Address	_____ City, State, Zip
_____ City, State, Zip	_____ Telephone Facsimile
_____ Telephone	_____ Website

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The corporate officers are as follows:

President: _____

Vice President: _____

Secretary: _____

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

_____ _____
Name Home Address & Telephone

_____ _____
Name Home Address & Telephone

_____ _____
Name Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is_____

Telephone: _____ Fax: _____

SECTION II. NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

A. This bid is made without any connection or common interest in the profits with any other person other than the Consultant except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract _____ None

B. No department director or any employee or any officer of the City of Decatur has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

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C. That the Consultant is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Consultant is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Consultant is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Consultant has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Consultant and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONSULTANT

_____
Signature

_____
Printed Name

_____
Title

SUBSCRIBED and SWORN to before me this ____ day of _____, 20___.

_____
Notary Public

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Not Applicable

Docusign Envelope ID: 1A1DFD23-B9AC-4FF4-8F3A-05E6D6672FB1

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET			
Project:			
(Consultant Name &Address)		City Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			$

Milestone	To Date	Previous Invoices	This Invoice
1. Project Kickoff			
2. Acceptance of Detailed Requirements Document			
3. Acceptance of Draft RFP Document			
4. Acceptance of Final RFP Document			
5. AMS Vendor Recommendations and Contract Comments provided.			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Percent Complete		*(For City Use)*	

Consultant's Signature: _____

Title: _____

DATE: 12/2/2024

MEMO:

TO: Mayor Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing Real Estate Purchase Agreement City of Decatur, Illinois the Good Samaritan Inn, an Illinois Not-For-Profit Corporation Vacant Properties Generally Located South of West Grand Avenue, East of North Edward Street, West of North Union Street and North of West Packard Street

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Agreement	Backup Material
Good Sam Background Info	Backup Material

OFFICE OF THE CITY MANAGER

DATE: December 2, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing Real Estate Purchase Agreement City of Decatur, Illinois the Good Samaritan Inn, an Illinois Not-For-Profit Corporation Vacant Properties Generally Located South of West Grand Avenue, East of North Edward Street, West of North Union Street and North of West Packard Street

SUMMARY RECOMMENDATION:
Staff recommends the City Council approve this last action necessary to transfer the assembled and cleared property to Good Samaritan Inn for the Urban Ag project.

BACKGROUND:

Since 2022 the City has been assembling and cleaning up properties in the OKO neighborhood. In 2023 the City Council authorized a formalized plan to assemble and repurpose more than a block and a half of formerly residential properties to be used by Good Samaritan Inn for an expansion of their Mercy Gardens. The City utilized a DCEO grant to fund the majority of the property demolitions and street removal necessary to assemble a large contiguous project conducive to farming at scale.

The steps to get this phase of the project included property acquisition or lien foreclosure, demolition of derelict structures, removal of street and sidewalks, and installation of clean dirt and mulch. These steps of the project have been completed and the first cover crop has been planted for soil enhancement. There is approximately five acres of cleared property ready for the first phase of the urban ag project and Good Samaritan has indicated that they would like to accept the property now.

The transfer of the property will allow them to fence in and secure the property as well as to build the necessary buildings on the subject property to store equipment and produce in. They have continued to seek out partnerships for this project and have received additional grant funds to be able to take on these types of activities. As a reminder of the proposed commitments made to this project, attached is the original proposal dated May 25, 2022. Additionally, the Good Samaritan Executive Director, Tanya Melendez has requested to introduce herself and provide other updates to the proposed project at the City Council meeting.

POTENTIAL OBJECTIONS: Staff are not aware of objections to this closure.

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth, who will also be at the City Council meeting.

RESOLUTION NO. R2024_____

RESOLUTION AUTHORIZING REAL ESTATE PURCHASE AGREEMENT
-CITY OF DECATUR, ILLINOIS-
-THE GOOD SAMARITAN INN, AN ILLINOIS NOT-FOR-PROFIT CORPORATION-
VACANT PROPERTIES GENERALLY LOCATED SOUTH OF WEST GRAND AVENUE, EAST OF NORTH EDWARD STREET, WEST OF NORTH UNION STREET AND NORTH OF WEST PACKARD STREET

WHEREAS, the CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation and body politic ("City") is a unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and,

WHEREAS, the City desires to sell the vacant properties generally located South of West Grand Avenue, East of North Edward Street, West of North Union Street and North of West Packard Street per the Real Estate Purchase Agreement.

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

Section 1. That the Real Estate Purchase Agreement attached hereto and marked Exhibit A, and the map marked Exhibit B, between the City and The Good Samaritan Inn, an Illinois not-for-profit corporation, shall be executed and approved.

Section 2. That the City shall be authorized to sell the vacant properties generally located South of West Grand Avenue, East of North Edward Street, West of North Union Street and North of West Packard Street, Decatur, Illinois as per the terms and conditions set forth in the Real Estate Purchase Agreement.

Section 3. That the City Manager and City Clerk or designees be, and they are hereby, authorized and directed to sign any necessary instruments to acquire this property on behalf of the City.

PRESENTED AND ADOPTED this 2nd day of December, 2024.

_____
JULIE MOORE WOLFE
MAYOR

ATTEST:

_____
KIM ALTHOFF
CITY CLERK

Exhibit A

REAL ESTATE PURCHASE AGREEMENT

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

RECITALS

WHEREAS, The City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.; and,

WHEREAS,The City is a home rule unit under Article VII Section 6(a) of the Illinois Constitution [IL Const. 1970, Art. VII, Sec. 6(a)].; and,

WHEREAS,The City owns real estate ("Property") that is undeveloped and in close proximity to real estate owned and used by Buyer.; and,

WHEREAS,The City Code of the City of Decatur provides in Chapter 33 that the City may dispose of real estate property as the council authorizes or approves.; and,

WHEREAS,The City desires to transfer to Buyer the Property set forth in this Agreement.; and,

WHEREAS,The Buyer desires to purchase from the City the Property set forth in this Agreement for community garden and urban agricultural purposes of growing, cultivating and harvesting fruits, vegetables and other similar type items.

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

Section 1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.

Section 2. That the City will have the properties professionally replatted and a legal description developed for the properties with the new legal description used for the deed transfer.

Section 3. City agrees to sell, and Buyer agrees to purchase at the price of Ten Dollars ($10.00) the Property situated in Decatur, Macon County, Illinois and generally described as follows :

> All of J.K. Warren and Company's 7th Addition to the City of Decatur, Illinois, EXCEPT the West 65 feet of Lot 9 of said Addition AND Lots 5, 6, 7, 8, 9, 14, 15, 16, 17 and 18 of J.K. Warren and Company's 8th Addition to the City of Decatur, Illinois.

Section 4. If desired by Buyer, Buyer shall obtain a commitment for an owner's title insurance policy insuring against defects in the merchantability of title up to the value of the purchase price set forth above. Title may be subject to coal and mineral rights if now reserved or conveyed of record and to all easements and building and use restrictions now of record which do not restrict reasonable use. Buyer shall promptly advise City of any claimed defects in title evidence to permit resolution before Settlement. Buyer shall pay all the title fees. Buyer and City shall furnish immediately upon request all information legally required for financing or transfer of title.

Section 5. Buyer shall pay City the purchase price at the time of closing. The closing fees for Settlement shall be paid by Buyer.

Section 6. At Settlement, City shall deliver to Buyer a quitclaim deed to the Property being acquired with a deed restriction as set forth below in Section 11, and subject only to those matters to which the title may be subject as provided above and conveying the benefits of all easements of record prior to the execution of this Agreement, if any. Buyer agrees to pay for the transfer tax stamps, if any applicable, and real estate transfer declaration form and any environmental disclosure requirement documents. Buyer agrees to pay for the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership.

Section 7. Buyer shall be responsible for all Real Estate Taxes accruing subsequent to Settlement date.

Section 8. Buyer shall be entitled to possession of the Property immediately after Settlement.

Section 9. City agrees to zone the Property to a classification that will allow Buyer's use of Property as a community garden and urban agricultural center.

Section 10. If Buyer fails to use Property as agreed for use as a community garden and urban agricultural area within two years of the date of this Agreement, Buyer shall return and transfer to the City the Property acquired under the terms of this Agreement within seven (7) days of demand by the City.

Section 11. The Parties agree that the Property shall be transferred with the following deed restriction which shall be recorded:

> Grantee, and its successors and assigns, ("Grantee") understands, acknowledges, agrees and accepts the Property is **subject to a deed restriction which requires that Grantee use the Property as a community garden and urban agricultural area. If Grantee fails to abide by the conditions and restrictions in this deed, Grantor retains a possibility of reverter for five years from the date of execution of this deed.**

Section 12. Notice given or required in this Agreement, or any addendum must be given in writing in one of the following forms:

i. Personally.

ii. By certified mail, return receipt requested, properly addressed and all charges prepaid; or,

iii. By express delivery with charges prepaid and addressed to the appropriate party at the address set forth below.

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

City:	Buyer:
City of Decatur	The Good Samaritan Inn
City Clerk	Executive Director
One Gary K. Anderson Plaza	_____
Decatur, IL 62523	_____

Section 13. City and Buyer represent to each other that each has retained and relied or had the opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. City and Buyer represent to each other that any such professional fees and expenses incurred, in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.

Section 14. Where "now" or "this date" is used, the latest date of signing is intended. Time is of the essence in the performance of this agreement. All agreements and warranties of this agreement, unless fully performed, survive the execution and delivery of the deed. The date of this agreement is the latest date of signing.

Section 15. The parties agree that any signed and electronically transmitted copy of this Agreement by the party shall be binding on the parties and enforceable as original, such as (email, pdf, facsimile, etc.).

Section 16. Buyer is advised to review all easements, government regulations and restrictions before entering into this Agreement and to seek legal advice if assistance is required.

Section 17. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter there being NO ORAL REPRESENTATIONS. Buyer represents that Buyer has been advised by City to consult an attorney prior to signing this Agreement and acknowledges that it has read and understands each and every part of this Agreement.

Section 18. The warranties and agreements contained herein shall extend to and be obligated upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

Section 19. Buyer acknowledges Buyer has inspected the property and is acquainted with the Condition thereof. Buyer accepts the same in AS IS WHERE IS CONTITION, with NO REPRESENTATIONS OR WARRANTIES EITHER WRITTEN OR IMPLIED. BUYER WARRANTS THAT BUYER IS PURCHASING THE PROPERTY ON AN AS IS, WHERE IS BASIS AND ACKNOWLEDGES THAT NEITHER SELLER NOR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS MADE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN WHETHER OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OF IMPROVEMENTS, ENVIRONMENTAL CONDITION OR OTHERWISE, AND ANY SUCH WARRANTIES ARE HEREBY DISCLAIMED BY CITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER CITY, NOR ANY OF ITS AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS MAKES ANY REPRESENTATION OR WARRANTIES RELATING TO, OR ASSUMES ANY LIABILITY FOR INACCURACIES, ERRORS OR OMISSIONS CONTAINED IN ANY MATERIAL PROVIDED TO PURCHASER.

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

CITY:

CITY OF DECATUR, ILLINOIS, an Illinois Municipal Corporation

BY:_____ DATE:_____

PRINT NAME_____

TITLE:_____

BUYER:

GOOD SAMARITAN INN, an Illinois Not-for-Profit Corporation

BY:_____ DATE:_____

PRINT NAME_____

TITLE:_____

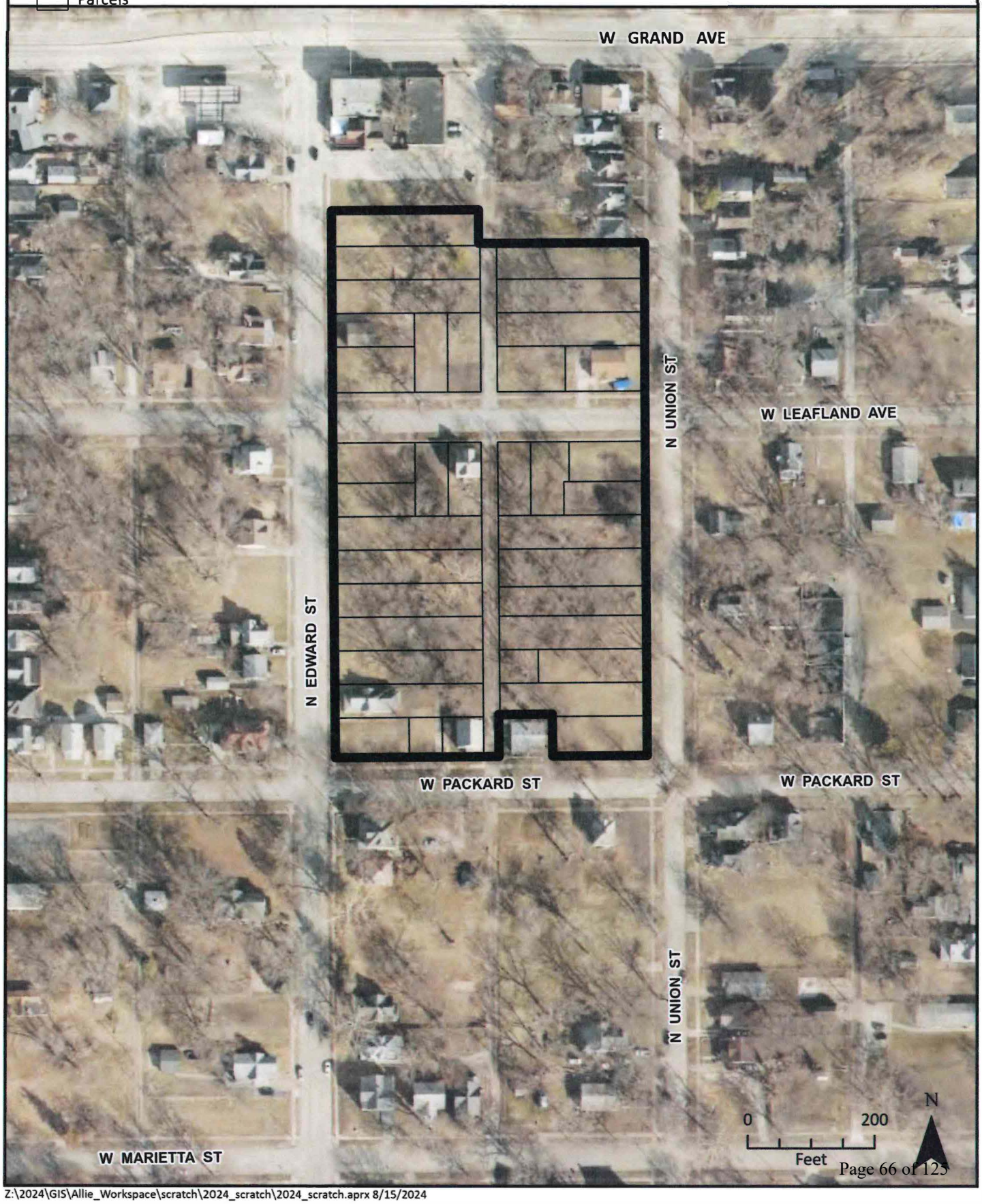
LEGEND

Project Boundary to be transfered

Parcels

GOOD SAMARITAN PROJECT
PHASE ONE

CITY OF DECATUR, IL



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RESOLUTION NO. R2023- 120

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE TERMS AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF DECATUR AND GOOD SAMARITAN INN FOR AN URBAN AG PROJECT

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

Section 1. That the City Manager is authorized to negotiate terms and execute an agreement between the City of Decatur and Good Samaritan Inn.

Section 2. That the City Manager is hereby, authorized and directed to sign such agreement for an urban ag project.

PRESENTED AND ADOPTED this 5th day of June 2023.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Good Samaritan Inn
GROWING BETTER TOGETHER

Proposal Date: May 25, 2022

Mercy Gardens Community Development Project

Overview

- Goals
- Scope
- Timeline
  - Year 1: Land Prep
  - Year 2-3: Cover Crop
  - Year 3-4 and Beyond: Launch and Development of Programming
- Program Overview
  - Mercy Gardens Component
  - Soft Skills Component
  - Financial Literacy Component
- Partnerships
- Funding
- Capital Needs
- Measuring Success

Goals (prioritized)

1. Increase access to fresh, nutrient-dense produce with priority in food deserts
2. Create employment opportunities especially for youth
3. Bring funding in to sustain Mercy Gardens program
4. Beautify and invest in the Old King's Orchard (OKO) neighborhood

Scope

- Utilization of approx 9 acres of land in the Old King's Orchard neighborhood
- Employ up to 35 youth 25 hours/week for 18 weeks

Land Prep (Year 1)

- Remove any debris/trash/concrete/rebar etc. from the property
- Remove any trees/foliage that is undesirable
- Possibly remove alleyway to increase plot
- Infuse soil with nutrient-dense soil or compost - requires turning this new soil into the existing soil to diffuse unwanted contaminants
- Add frost-free water access points across land

Cover Crop (Year 2-3)

- Plant clover or similar cover crop in area to draw more contaminants out of the soil and prepare it for proper growing
- Sample soil quarterly to check progress - repeat if needed a second year
- Construct building/storage structure

Programming (Year 2-3 and beyond)

Mercy Gardens Component

- Participants will prepare, cultivate, plant, weed, and harvest 9 acres of land in the OKO neighborhood
- Other skills possibly gained:
    - Forklift Operation
    - Riding Mower Operation
    - Landscaping/Weed Eating
    - Property Maintenance
- Produce / Plants harvested could be used in several ways:
    - Donated to local food pantries
    - Expand an effort for a free CSA to those in the neighborhoods of the workers and in OKO
    - Produce sold at local farmer's markets (opportunity for customer service experience)
    - Create a "Buy One, Give One" Model - every purchase of a CSA or basket contributes to a CSA or basket sent to a family in need
    - If yield is consistent, participants may be able to sell to restaurants or local distributors like grocery stores or to Central Illinois FarmFED

Soft Skills Component

- The program hours will include instruction in other areas to prepare participants for full-time employment including:
    - Financial Literacy
    - Resume Writing
    - Interviewing
    - Obtaining a Bank Account
    - Obtaining a Driver's License
    - Housing & Food Assistance
    - Securing Health Insurance
    - Case Management Services
- This instruction would be conducted by partners already specializing in these services/trainings - See "Partnerships" section below
- Other long-term opportunities
    - As The Good Samaritan Inn grows in its programming, a more comprehensive work experience may be available -possibly even year-round - via their Noon Meal program (serving a hot meal 365/year) and, in the future, via a local eatery owned and operated by Good Samaritan Inn.

Financial Literacy Component (Stipend with completion bonuses)

- This is an example of ONE possible structure - we will work with experts in this field to create a comprehensive financial literacy component. Ideally, this will not be managed by us, but via a partnership with another entity already specializing in financial literacy.
    - Equitable Wage Analysis: Hourly at $15/hr
        - Assuming 35 Employees at 25 hours:
            - $13,125/week in wages + $875/week payroll taxes = $14,000 weekly payroll
            - $252,000/season in labor
            - $375 week/worker
        - Ideally we would base our stipend structure on what they would make if they were paid hourly at minimum wage (assuming $15/hr)
            - This number could be adjusted based on financial capability. For example, we could start by growing on a smaller amount of land and hiring less participants and/or reducing hours.
    - Example of payment structure (numbers will change if any of the assumptions above are modified)
        - PAID OUT: $100/week
        - REMAINING:
            - $125/week toward a bank account or approved loan/bill (micro financed through DOVE, for example, or a car payment, cell payment etc)
            - $150/week - held: Every 4 weeks the total earned is deposited into a non-accessible savings account as a completion/performance bonus based on monthly evaluation
                - EXAMPLE: Every 4 weeks participants meet for a short evaluation program on basic workforce skills and, if they meet a positive score, they are paid accordingly.
                    - Example of a Rubric:
                        - $150: Timeliness (shows up to work on time, take only allotted time for breaks, stays a full day etc)
                        - $150: Kind, Courteous, Professional Socialization/Communication: Treat everyone with respect, create a positive atmosphere, no conflicts leading to inappropriate confrontations, refrains from cursing/offensive speech (slurs etc)
                        - $150: Preparedness: shows up in proper attire with anything required for the job; respects and cares for all program equipment, etc
                        - $150: Job effort - performs with a level of effort demonstrating their desire to complete the job properly (whether or not their current skill level actually allows them to excel), receives direction with respect and attention and responds to correction well

        - Held money could also go to something more specific, such as purchasing their own lawn mower or registering for college classes
    - Opportunity to pay into the program $40 ($10/week) to invest in the program and learn about giving back
        - This money could go into a special "pot" used 100% for program expenses or maybe even a staff celebration at the end of the program

Partnerships

- As a true partnership each group supports the program and lends the resources they already have to create a well-supported operation.
    - Recruitment
        - Participants will come from existing programs already working with those needing workforce/youth development
    - Expertise
        - Provide instruction/programming/follow-up for things listed in the "Workforce Development / Soft Skills Component" section
    - Financial Support
        - Direct Support
        - Co-authoring grants
        - Fundraising
- Possible Workforce Development / Soft Skills Development Partners (none of these institutions are signed on - these are just examples of existing programs and are not an exhaustive list):
    - Local financial institutions
        - First Mid Bank & Trust
        - Land of Lincoln Credit Union
    - Micro Lending Programs
        - DOVE
        - Northeast Community Fund
        - Empowerment Opportunity Center
    - Youth Development Programs
        - Boys & Girls Club
        - Shemilah Outreach Center
        - Old King's Orchard Community Center
        - YMCA
    - Workforce Development Programs
        - Workforce Investment Solutions
        - Decatur Jobs Council
        - Richland Community College
    - Local Businesses/Individuals

Funding

- Initially, funding for labor costs would have to be provided via outside support including grants, fundraising, and private sponsors
- It is our philosophy that it is better to invest more in less people than to invest less in more people - we want to make a real, lasting impact
- Since it will be several years in the making, we can seek outside investment or structures including outlets to sell the produce to see if we can lessen the financial burden on grants/donations
- Widening the net of organizations and private businesses involved in the project will create more funding opportunities and a more sustainable model
- Over time, the program should help to sustain itself or supplement program costs through some of the strategies listed above under "Mercy Gardens Component"

Capital Costs

- Tree and Debris Removal
- Top Soil (including tilling it in the soil)
- Seeds
- Water access in multiple locations including frost-free hydrants
- Irrigation system including hoses, sprinklers, timers, etc
- Small building including:
    - Storage for tractor/equipment
    - Prep/wash/pack station for produce
    - Restroom/cooling area
    - Large coolers for produce at 2 different temperatures
    - Dry storage area
- 35HP Tractor with loader
- TX40 Power Harrow
- Delivery Vehicle or Trailer
- Forklift
- Misc. supplies including gloves, eyewear, kneelers, trowels, bags, crates, wagons, wheelbarrows, etc
- OPTIONAL: Greenhouse
- OPTIONAL: Work attire (esp. shoes) for participants

Measuring Success

- Some metrics of success could include:
    - Completion Rate
    - Employment rate
        - Possibly also keeping a more long-term look like "still employed after 3 or 5 years"
    - Individual attributions of personal growth via stories and testimonials
    - If the program continues long-term, we could consider cross-referencing with crime statistics, employment statistics, and/or truancy or drop-out rates at Decatur Public Schools and Richland Community College
    - Pounds or servings of produce donated and/or households served

DATE: 12/2/2024

MEMO:

TO: Mayor Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing Real Estate Purchase Agreement Andrew R. Weatherford and Josie D. Luedke-City of Decatur, Illinois-412 S. Franklin Street

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter

OFFICE OF THE CITY MANAGER

DATE: December 2, 2024

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Transportation Services Director

SUBJECT: Resolution Authorizing Real Estate Purchase Agreement Andrew R. Weatherford and Josie D. Luedke-City of Decatur, Illinois-412 S. Franklin Stret

RECOMMENDATION: Staff recommends approval of this Resolution authorizing the purchase and lease back of 412 S. Franklin St.

BACKGROUND: The City of Decatur has purchased the following properties, located adjacent to the Transit Campus: 333 E. Macon and 339 E. Washington. We have been working on a Campus Master Plan for the area surrounding the Transit Campus located at 555 E. Wood St that includes acquiring the properties adjacent.

These properties will be used for multiple City Departments including Public Works. Some of the properties will be used for future downtown development projects as they are located in a prominent area. The only properties left in this area, as shown on the attached map, are all owned by a Church. We have had discussions with the Church to move towards the same purchase-lease agreement as this property at 412 S. Franklin.

The purchase of 412 S. Franklin for $105,000 will allow the current owner to lease the property, thus paying the City rent on the building. This will not only benefit the current owner, but the City by recovering some of the funds spent on the purchase.

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth at 217.450.2323 or jkindseth@decaturil.gov.

BUDGET/TIME IMPLICATIONS: There is sufficient funds to cover this acquisition in the current City fiscal year 2024 budget.

RESOLUTION NO. R2024_____

RESOLUTION AUTHORIZING REAL ESTATE PURCHASE AGREEMENT
-ANDREW R. WEATHERFORD AND JOSIE D. LUEDKE-
-CITY OF DECATUR, ILLINOIS-
412 S. FRANKLIN STREET

WHEREAS, the CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation and body politic ("City") is a unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and,

WHEREAS, the City desires to purchase the property located at 412 S. Franklin Street per the Real Estate Purchase Agreement; and,

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

Section 1. That the Real Estate Purchase Agreement attached hereto and marked Exhibit A, between Andrew R. Weatherford and Josie D. Luedke, 412 S. Franklin Street, Decatur, Illinois and the City, shall be executed and approved.

Section 2. That the City Manager shall be authorized to purchase 412 S. Franklin Street, Decatur, Illinois as per the terms and conditions set forth in the Real Estate Purchase Agreement.

Section 3. That the City Manager or designee shall be authorized to negotiate terms and conditions and enter into a lease of the property.

Section 4. That the City Manager and City Clerk or designees be, and they are hereby, authorized and directed to sign any necessary instruments to acquire this property on behalf of the City.

PRESENTED AND ADOPTED this _____day of _____, 2024.

_____
JULIE MOORE WOLFE
MAYOR

ATTEST:

_____
KIM ALTHOFF
CITY CLERK

Exhibit A

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between Andrew R. Weatherford and Josie D. Luedke ("Owner") and the City of Decatur, Illinois, an Illinois municipal corporation ("City").

RECITALS

WHEREAS, The City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.; and,

WHEREAS, The City is a home rule unit under Article VII Section 6(a) of the Illinois Constitution (IL Const. 1970, Art. VII, Sec. 6(a)); and,

WHEREAS, Chapter 33 of the City Code of the City of Decatur provides that the City may acquire property and dispose of property as the City Council authorizes or approves; and,

WHEREAS, the Owner owns property located at 412 S. Franklin St., Decatur, Illinois that it desires to transfer to City under the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of

which are hereby acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are incorporated herein as fully stated as a part of this Agreement.

Section 2. Subject to the terms and conditions of this Agreement, Owners shall transfer to the City the property located at 412 S. Franklin, Decatur, Illinois ("Property") and legally described as:

> Lot Three (3) in Block Nine (9) of South Addition to the City of Decatur, as per Plat recorded in Book "G", Page 553 of the records in the Recorder's Office of Macon County, Illinois, also commencing at the Southwest corner of said Lot 3 in Block 9 of said Addition, thence East 110 feet, thence South 20 feet, thence West 110 feet, thence North to the place of beginning. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.
>
> AND

South 15 feet of Lot Four (4) and the South 15 feet of the West 5 feet of Lot Five (5) in Block Nine (9) of South Addition to Decatur as per Plat recorded in Book "G", Page 553 of the records in the Recorder's Office of Macon County, Illinois, and also commencing at the Southwest corner of said Lot 4, thence South 20 feet, thence East 55 feet, thence North 20 feet, thence West 55 feet to the place of beginning. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and other minerals). Situated in Macon County, Illinois.

An easement for ingress and egress over and across the North 105 feet of Lot 4 and the North 105 feet of the West 5 feet of Lot 5 in Book 9 of South Addition to Decatur, as Per Plat recorded in Book "G", Page 553 of the records in the Recorder's Office of Macon County, Illinois, 25 feet in width from North to South for access to the South 15 feet of Lot 4 and the South 15 feet of the West 5 feet of Lot 5 in Block 9 of South Addition to Decatur, as per Plat recorded in Book "G" on Page 553 of the records in the Recorder's Office of Macon County, Illinois.

All situated in Macon County, Illinois, PIN number 04-12-14-306-002 together with all improvements thereon and the appurtenances and fixtures thereto belonging to Owners under the terms set forth in this Agreement.

Section 3. City shall pay to Owner the sum of One Hundred Five Thousand Dollars ($105,000) for purchase of the Property, together with all improvements thereon and the appurtenances and fixtures thereto, said monies to be paid to Owner at time of settlement at First IL Title Group.

Section 4. Owner shall order from First IL Title Group a Commitment for an Owner's Title Insurance Policy and shall furnish said Commitment to the City for an Owner's Title Policy insuring against defects in merchantability of title up to the value of the purchase price set forth above for the property. The City shall provide to Owner in writing within a reasonable time after receipt of the Commitment for Owner's Title Insurance Policy and prior to settlement, any objection it may have thereto. Owner shall have a reasonable time to cure any objection interfering with or impairing the merchantability of the title to said Property. If Owner is unable to cure any such objection and Owner, at its sole expense, is unable to procure a title policy insuring over the same, then the City shall have the option of terminating this Agreement. This Agreement is expressly contingent upon Owner providing good and merchantable title to the Property. At settlement, Owner shall deliver to City a warranty deed to the Property in such form and together with such documentation as shall be required for recording said deed concurrently with the closing of this transaction, which shall be held no later than December 31, 2024 at First IL Title Group, or at such other time and place as the parties hereto mutually agree. Owner and City agree to each pay one-half of the costs for transfer tax stamps, the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership and any other additional

documents required. Owner shall be responsible for all Real Estate Taxes due and owning and/or accruing prior to Settlement Date.

Buyer agrees to cooperate should Seller elect to sell the premises as part of a like-kind exchange under IRC Section 1031. Seller's contemplated exchange shall not impose upon Buyer any additional liability or financial obligation, and Seller agrees to hold Buyer harmless from any liability that might arise from such exchange. This Contract is not subject to or contingent upon Seller's ability to acquire suitable exchange property or effectuate an exchange. In the event any exchange contemplated by Seller should fail to occur, for whatever reason, the sale of the premises shall nonetheless be consummated as provided herein. Assignment of this contract for any reason, including in relation to a like-kind exchange, shall not relieve Seller of the obligations undertaken hereunder.

Section 5. All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing:

OWNER:	CITY:
Andrew R.Weatherford and Josie D. Luedke 543 Lauren Lane Forsyth, IL 62535	City of Decatur City Manager One Gary K. Anderson Plaza Decatur, IL 62523-1196

Section 6. Owner warrants that to the best of its knowledge, information and belief, there are no underground storage tanks of any kind located upon the property they currently own. Owner and City represent to each other that each has retained and relied or had the Opportunity to retain and rely on its own legal counsel, accountants and other professional advisers in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. Owner and City represent to each other that any such professional fees and expenses incurred in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.

Section 7. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.

Section 8. Owner and City acknowledge and agree that this purchase is for a governmental purpose and that this Agreement is expressly contingent upon approval by the Decatur City Council.

Section 9. This is an enforceable Agreement placing specific obligations on the City and Owner. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

Section 10. Time shall be considered to be of the essence of this Agreement.

Section 11. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties

with respect to such subject matter there being NO ORAL REPRESENTATIONS. Owner represents and acknowledges that it has read and understands each and every part of this Agreement.

Section 12. The warranties and agreements contained herein shall extend to and be obligated upon the parties respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto.

Section 13. This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

Section 14. By executing this Agreement, Owner expressly represents and agrees that it is not relying upon any representation, warranty or statement by City, its employees, agents, officers, or directors which differs from the disclosures made in this Agreement. No person has been authorized to make any representation or warranty on behalf of City.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year appearing opposite their signatures below.

CITY OF DECATUR, ILLINOIS

By:_____

Date:_____

ANDREW R. WEATHERFORD
JOSIE D. LUEDKE

By:_____

Date:_____

By:_____

Date:_____

DATE: 11/14/2024

MEMO: 2024-181

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

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

SUBJECT: Ordinance Annexing Territory –3433 North Taylor Avenue

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 3433 North Taylor Avenue be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3433 North Taylor Avenue	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
3433 NORTH TAYLOR AVENUE

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 Linda R. Weinman, requesting that there be annexed to the City territory described as:

THE NORTH 116 FEET OF THE SOUTH 232 FEET OF LOTS 1 AND 2 OF GUSTIN'S 4TH SUBDIVISION AS PER PLAT RECORDED IN BOOK 745 AT PAGE 167 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THE WEST 100 FEET THEROF, SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 07-07-33-177-019

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 2nd day of December 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

   LINDA R. WEINMAN

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3433 North Taylor Avenue, and legally described as follows:

   THE NORTH 116 FEET OF THE SOUTH 232 FEET OF LOTS 1 AND 2 OF GUSTIN'S 4TH SUBDIVISION AS PER PLAT RECORDED IN BOOK 745 AT PAGE 167 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, EXCEPT THE WEST 100 FEET THEROF. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_07-07-33-177-019__

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**
	LINDA R. WEINMAN	3433 N. TAYLOR

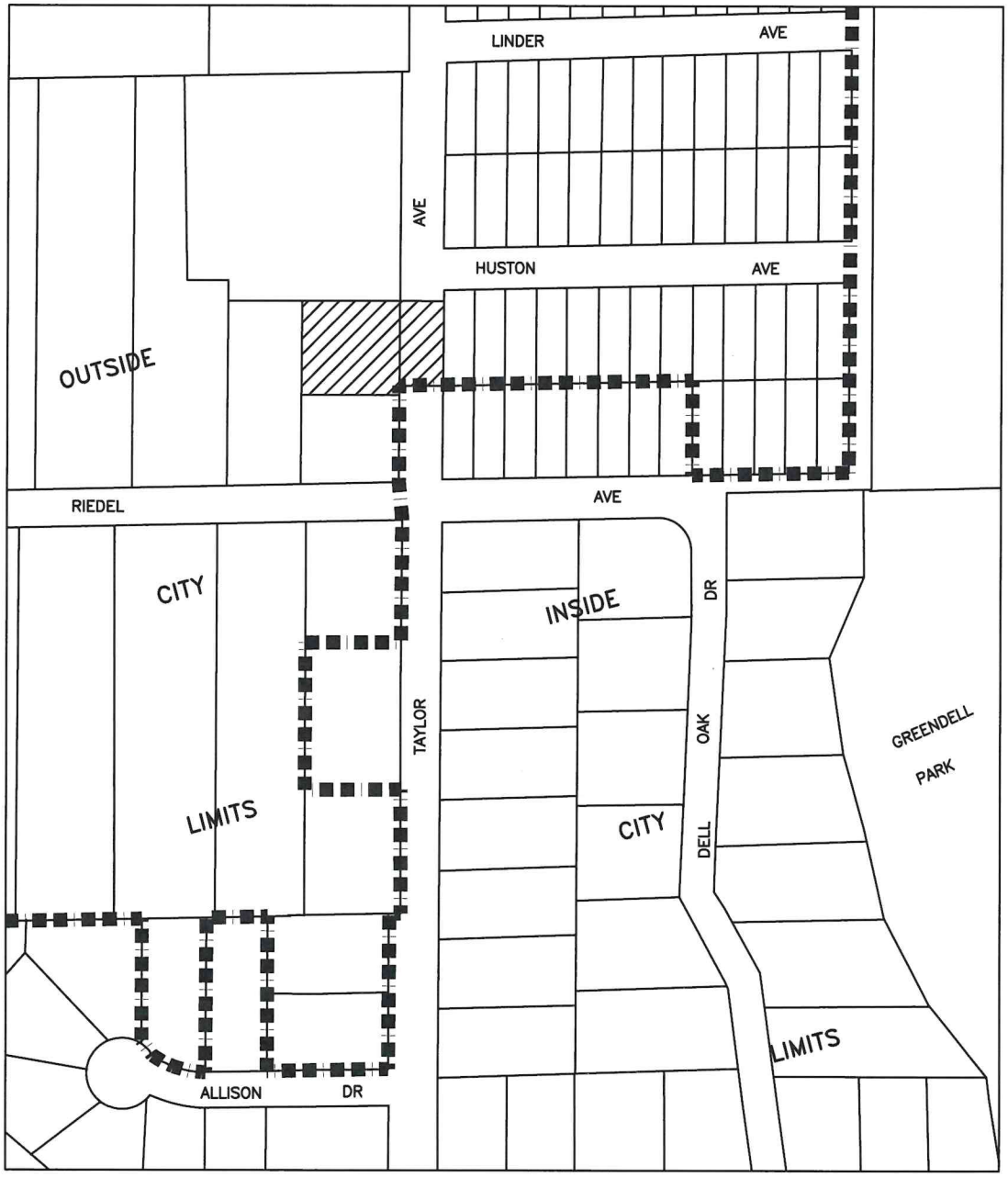
Signed and sworn to before me this 12th day of NOVEMBER, 2024

"OFFICIAL SEAL"
EMILY L BURNETT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05-30-2027

Emily L Burnett
Notary Public

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Forced\3433 North Taylor Avenue\3433 N Taylor Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

3433 N TAYLOR AVENUE

indicates territory annexed

indicates existing corporate limits

0.48± acres

AREA 0.00075± sq. miles

107± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

11-20-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 11/15/2024

MEMO: 2024-183

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

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

SUBJECT:
Ordinance Annexing Territory –2250/2270 South Shores Drive

SUMMARY RECOMMENDATION:
Staff recommends that the following Ordinance annexing territory 2250/2270 South Shores Drive be approved.

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

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2250/2270 South Shores Drive	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2250/2270 SOUTH SHORES DRIVE

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Richard H. Lee, Sharon M. Lee and Steve Garner, requesting that there be annexed to the City territory described as:

THE EAST 108 FEET OF THE WEST 341.1 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER(SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WEST, ALONG AND UPON THE SOUTH LINE OF SAID SECTION 25 TO A POINT 373 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 25; THENCE NORTH 198.1 FEET TO A POINT 966.1 FEET WEST OF THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 25; THENCE EAST 966.1 FEET TO A POINT 205 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 205 FEET TO THE PLACE OF BEGINNING.

THE EAST 108.1 FEET OF THE WEST 233.1 FEET OF THE FOLLOWING DESCRIBED TRACT LOCATED ON SOUTH SHORES DRIVE, DECATUR, ILLINOIS.

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER(SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WEST, ALONG AND UPON THE SOUTH LINE OF SAID SECTION 25 TO A POINT 373 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 25; THENCE NORTH 198.1 FEET TO A POINT 966.1 FEET WEST OF THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 25; THENCE EAST 966.1 FEET TO A POINT 205 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 205 FEET TO THE PLACE OF BEGINNING.

THE EAST 108 FEET OF THE WEST 449.1 FEET OF THE FOLLOWING DESCRIBED TRACT LOCATED ON SOUTH SHORES DRIVE, DECATUR, ILLINOIS.

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER(SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WEST, ALONG AND UPON THE SOUTH LINE OF SAID SECTION 25 TO A POINT 373 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 25; THENCE NORTH 198.1 FEET TO A POINT 966.1 FEET WEST OF THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 25; THENCE EAST 966.1 FEET TO A POINT 205 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 205 FEET TO THE PLACE OF BEGINNING.

PIN# 17-12-25-453-019

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 2nd day of December 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

STEVEN GARNER

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2250/2270 South Shores Drive, and legally described as follows:

THE EAST 108 FEET OF THE WEST 341.1 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER(SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WEST, ALONG AND UPON THE SOUTH LINE OF SAID SECTION 25 TO A POINT 373 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 25; THENCE NORTH 198.1 FEET TO A POINT 966.1 FEET WEST OF THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 25; THENCE EAST 966.1 FEET TO A POINT 205 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 205 FEET TO THE PLACE OF BEGINNING.

THE EAST 108.1 FEET OF THE WEST 233.1 FEET OF THE FOLLOWING DESCRIBED TRACT LOCATED ON SOUTH SHORES DRIVE, DECATUR, ILLINOIS.

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER(SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WEST, ALONG AND UPON THE SOUTH LINE OF SAID SECTION 25 TO A POINT 373 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 25; THENCE NORTH 198.1 FEET TO A POINT 966.1 FEET WEST OF THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 25; THENCE EAST 966.1 FEET TO A POINT 205 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 205 FEET TO THE PLACE OF BEGINNING.

THE EAST 108 FEET OF THE WEST 449.1 FEET OF THE FOLLOWING DESCRIBED TRACT LOCATED ON SOUTH SHORES DRIVE, DECATUR, ILLINOIS.

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER(SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WEST, ALONG AND UPON THE SOUTH LINE OF SAID SECTION 25 TO A POINT 373 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 25; THENCE NORTH 198.1 FEET TO A POINT 966.1 FEET WEST OF THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 25; THENCE EAST 966.1 FEET TO A POINT 205 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 205 FEET TO THE PLACE OF BEGINNING.

PIN #_17-12-25-453-019_

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
Richard H. Lee	RICHARD H. LEE	1295 W. MASTERS LN DECATUR IL 62521
Sharon M. Lee	SHARON M. LEE	1295 W. MASTERS LN DECATUR IL 62521

Signed and sworn to before me this 15 day of November, 2024

Notary Public

(Rev. 12/2014)

BRIAN M BEUBE
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
April 19, 2026

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.)_____

_____

_____

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2250/2270 South Shores Drive, and legally described as follows:

THE EAST 108 FEET OF THE WEST 341.1 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER(SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WEST, ALONG AND UPON THE SOUTH LINE OF SAID SECTION 25 TO A POINT 373 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 25; THENCE NORTH 198.1 FEET TO A POINT 966.1 FEET WEST OF THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 25; THENCE EAST 966.1 FEET TO A POINT 205 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 205 FEET TO THE PLACE OF BEGINNING.

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THE EAST 108 FEET OF THE WEST 449.1 FEET OF THE FOLLOWING DESCRIBED TRACT LOCATED ON SOUTH SHORES DRIVE, DECATUR, ILLINOIS.

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PIN #_17-12-25-453-019_

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
Steven Gessner	Steven Gessner	2270 South Shores Dr. Decatur, IL 62521

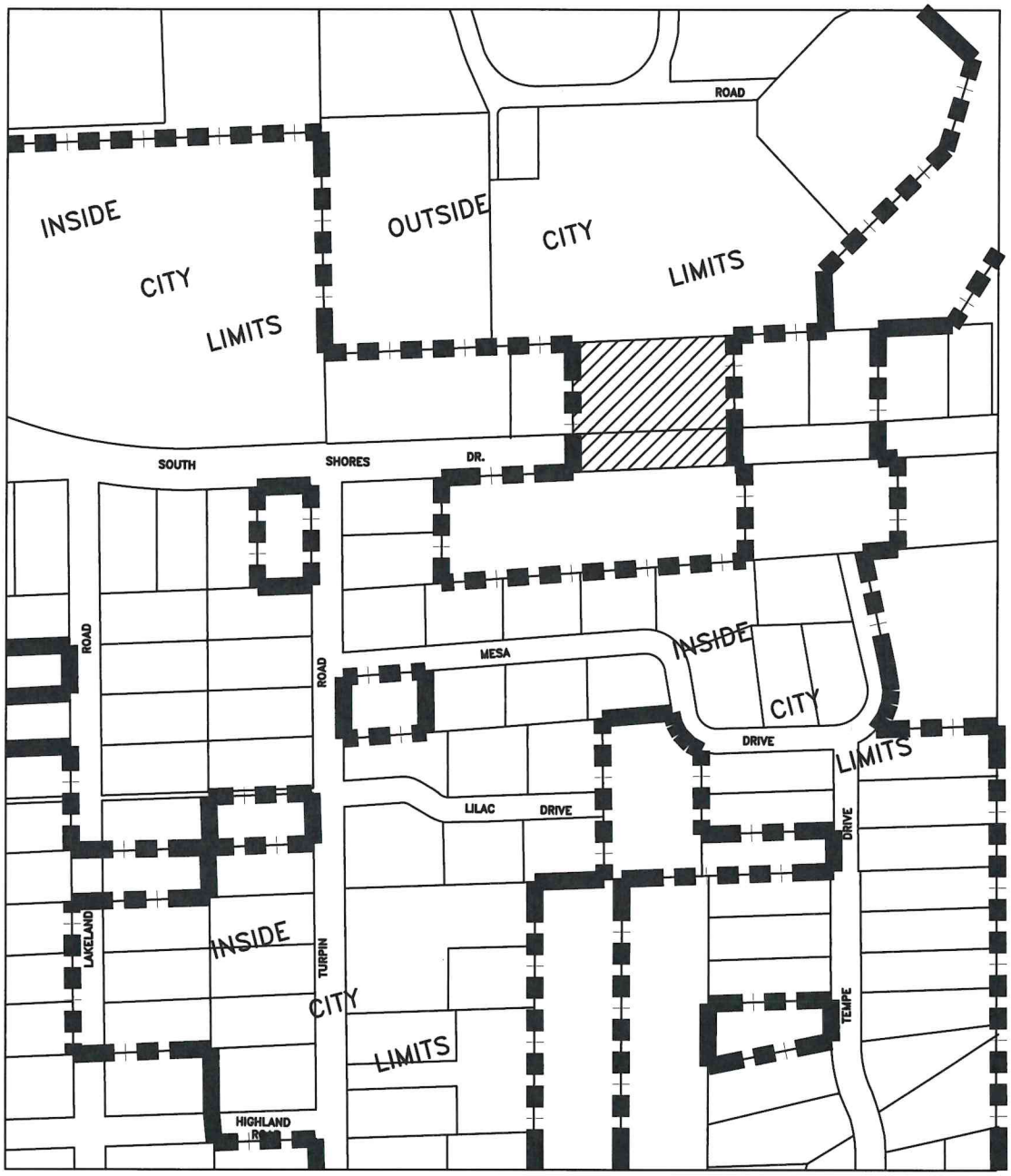
Signed and sworn to before me this 15th day of November, 2024

Notary Public

(Rev. 12/2014)

BRIAN M BEUBE
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
April 19, 2026

K:\Common\CVCPW\Annexations\Forced Annexations\2024 Annexations\Forced\2250 or 2270 South Shores Drive\2250 South Shores Dr Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2250/2270 SOUTH SHORES DRIVE

indicates territory annexed

indicates existing corporate limits

1.50± acres

AREA 0.00234± sq. miles

330± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062-048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

11-20-24

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

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

DATE: 11/22/2024

MEMO: 2024-182

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

FROM: **Tim Gleason, City Manager**
Matt Newell, P.E., Public Works Director
Robert Weil, Water Production Manager
Jennifer Gunter, Watershed and Lake Manager

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Eric Vieback & Son Excavating & Trucking Inc., for the Lake Decatur North Wetland Project

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached resolution accepting the bid and authorizing the execution of a contract with Eric Vieback & Son Excavating & Trucking Inc. for the construction of a wetland to control nutrients, sediment and erosion for not to exceed cost to the City of $98,130.00.

BACKGROUND:
The City's 2021 Watershed Management Plan is designed to significantly reduce Lake Decatur sedimentation and improve the lake's water quality through watershed conservation. City staff manage the watershed conservation efforts in-house with the assistance of Northwater Consulting, the City's Watershed Management Plan consultant. This project was identified in the Bluff's Watershed Plan that was completed by Northwater Consulting Inc. The two wetlands to be constructed are located off Star Route Road in Oakley Township. This site is the former mobilization site used for dredging operations and is still actively used for lake management operations.

The low bidder, Eric Vieback & Son Excavating and Trucking, Inc., has requested a waiver from the City's Minority Business Enterprise (MBE) requirements. This company is a father and son excavating business that specializes in agriculture drainage projects. The requirements, which are more applicable to large public works projects, require that, if subcontractors are used, MBE subcontractors must perform 10% of the value of the contract; also, that 18% of the total project labor is to be completed by minority laborers. The 10% MBE subcontracting requirement has been waived because there will be no subcontractors for this project. The waiver, however, does not release Vieback from the 18% total hours worked on the project. Therefore, according to City Code Chapter

28, Article 10 the contractor needs to make a good faith effort to meet the 18% minority labor requirement.

The two wetlands will be constructed on City property and are expected to result in these reductions over the 20-year life of the project:

Wetland #1

Sediment	596 Tons
Nitrogen	3,680 pounds
Phosphorus	678 pounds

Wetland #2

Sediment	140 Tons
Nitrogen	256 pounds
Phosphorus	68 pounds

SCHEDULE:

Work on this project is expected to start in December 2024 and will be completed by May 31, 2025 depending on weather conditions.

PRIOR COUNCIL ACTION:

1. **September 25, 2023** – Study session in which the Mayor and City Council received a briefing on the watershed protection program.
2. **January 11, 2024** – Council reaffirmed Priority Goal #6, **Collaborate with others in ensuring integrated and wholistic management of city-owned open spaces, transportation corridors, and especially Lake Decatur**. Key Implementation Strategy #2 for this goal was also reaffirmed: **Implement recommendations of a Lake Management Plan so that the quantity of sediment, silt and nitrates entering Lake Decatur is significantly reduced, and adopt other strategies designed to assure good water quality and watershed protection.**

POTENTIAL OBJECTIONS: There are no known objections to this resolution.

INPUT FROM OTHER SOURCES:
The project was designed by Northwater Consulting Inc. in Springfield, Illinois.

STAFF REFERENCE: Matt Newell, Public Works Director, Robert Weil, Water Production Manager, Jennifer Gunter, Watershed and Lake Manager. Matt Newell will attend the City Council meeting to answer any questions of the Council on this item. This memorandum was written by Jennifer Gunter, Watershed and Lake Manager.

BUDGET/TIME IMPLICATIONS:

Budget Impact: These projects are funded by the Water Lake Capital Budget - Watershed Management.

ATTACHMENTS:

Description	Type
Resolution and Exhibit	Cover Memo
Backup Material	Backup Material

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH ERIC VIEBACK & SON EXCAVATING & TRUCKING, INC., FOR THE LAKE DECATUR NORTH WETLAND PROJECT,

---

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

Section 1. That the tabulation of bids received for the Lake Decatur North Wetland Project, presented herewith as Exhibit A and made a part hereof be, and it is hereby, received and placed on file.

Section 2. That the bid of Eric Vieback & Son Excavating & Trucking Inc. in the amount of $98,130.00 be accepted and a purchase order be awarded accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to, execute a contract between the City of Decatur, Illinois, and Eric Vieback & Son Excavating & Trucking Inc., in the amount of $98,130.00.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of $50,000 as a bonus.

PRESENTED and ADOPTED this 2nd day of December 2024.

_____
Julie Moore Wolfe, Mayor

Attest:

_____
Kim Althoff, City Clerk

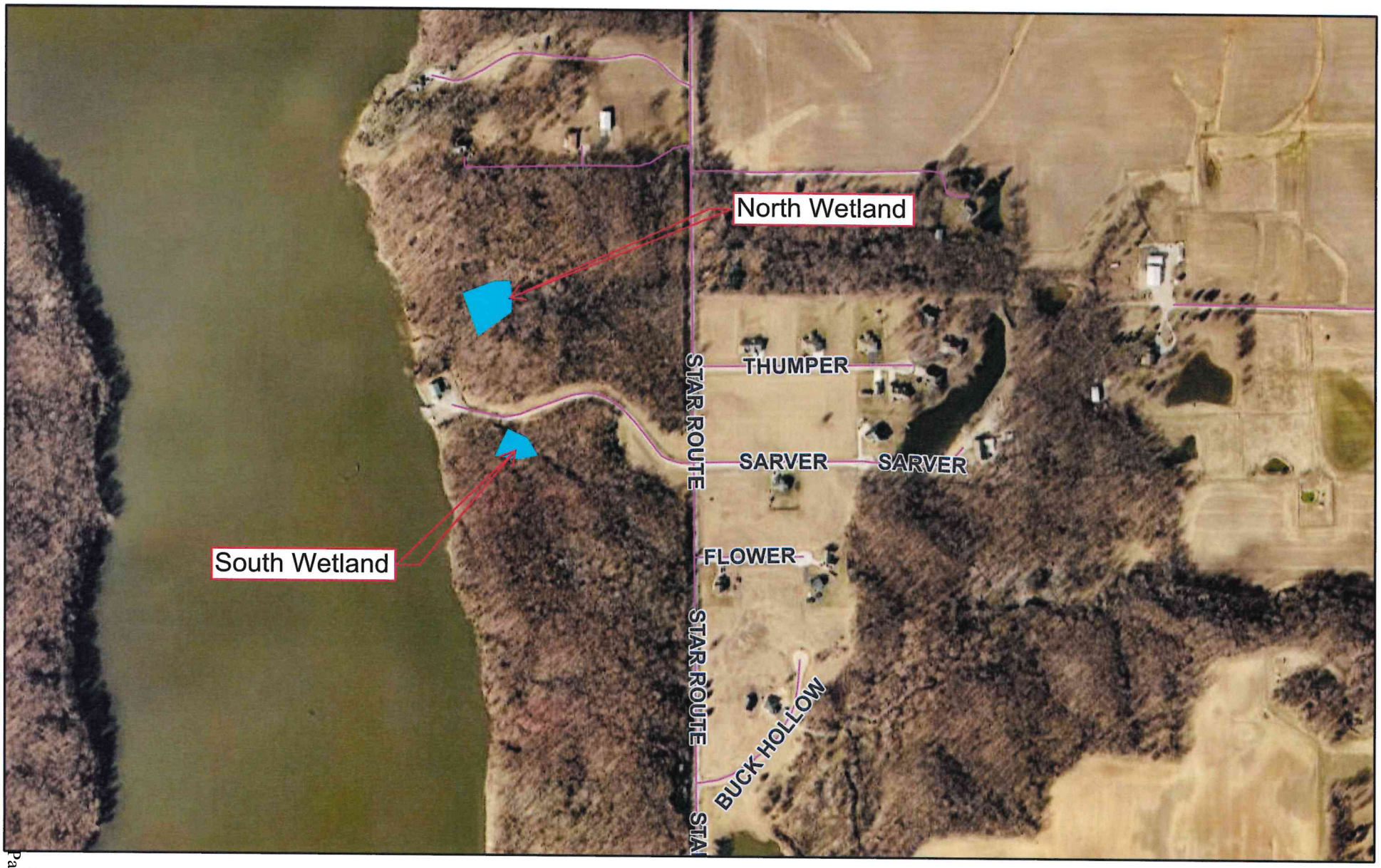
EXHIBIT A

Project Name: **PUR2024-14** **Lake Decatur North Wetland Project** **Bid Date: November 13, 2024** **Time: 10:00 a.m.**				**Eric Vieback & Son Excavating & Trucking** Pana, IL		**Entler Excavating, Inc** Decatur, IL	
	Description	**QTY.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**
	North Wetland	1	ea	$51,145.00	$51,145.00	$108,000.00	$108,000.00
	South Wetland	1	ea	$46,985.00	$46,985.00	$120,340.00	$120,340.00

TOTAL $98,130.00 $228,340.00

No bid: Robinson Bulldozing, Inc.

Lake Decatur North Wetland Project



1/18/2024, 8:52:25 AM

Streets

1:9,028

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Macon County GIS

Used for Assessment purposes only. Does not replace a legal survey.

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2014 Series Bonds	Ordinance

ORDINANCE NO. 2024 -

AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2014 SERIES BONDS

WHEREAS, by Ordinance No. 2014-04 passed and adopted on February 3, 2014, the City Council of the City of Decatur, Illinois, caused general obligation refunding bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2025 and ending December 31, 2025.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2025 and ending December 31, 2025, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2014-04 GO Bond Series 2014	1,872,537.50	1,872,537.50	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2024 assessed value year with property tax payable in 2025.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORED this 2nd day of December, 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2015 Series Bonds	Ordinance

ORDINANCE NO. 2024 -

AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2015 SERIES BONDS

WHEREAS, by Ordinance No. 2015-36 passed and adopted on August 17, 2015, the City Council of the City of Decatur, Illinois, caused general obligation bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2025 and ending December 31, 2025.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2025 and ending December 31, 2025, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2015-36 GO Bond Series 2015	1,765,625.00	1,765,625.00	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2024 assessed value year with property tax payable in 2025.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORED this 2nd day of December, 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2016 Series Bonds	Ordinance

ORDINANCE NO. 2024 -

AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2016 SERIES BONDS

WHEREAS, by Ordinance No. 2016-70 passed and adopted on October 17, 2016, the City Council of the City of Decatur, Illinois, caused general obligation bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2025 and ending December 31, 2025.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2025 and ending December 31, 2025, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2016-70 GO Bond Series 2016	1,741,256.26	1,741,256.26	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2024 assessed value year with property tax payable in 2025.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORED this 2nd day of December, 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2018 Series Bonds (6% or 7% Option)	Ordinance

ORDINANCE NO. 2024 -

AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2018 SERIES BONDS (6% OR 7% OPTION)

WHEREAS, by Ordinance No. 2018-16 passed and adopted on May 21, 2018, the City Council of the City of Decatur, Illinois, caused general obligation bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2025 and ending December 31, 2025.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2025 and ending December 31, 2025, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2018-16 GO Bond Series 2018	2,070,500.00	1,278,000.00	792,500.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to partially abate said levy and to extend the same as so abated for the 2024 assessed value year with property tax payable in 2025.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORED this 2nd day of December 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2018 Series Bonds(5% Option)	Ordinance

ORDINANCE NO. 2024 -

AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2018 SERIES BONDS (5% OPTION)

WHEREAS, by Ordinance No. 2018-16 passed and adopted on May 21, 2018, the City Council of the City of Decatur, Illinois, caused general obligation bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2025 and ending December 31, 2025.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2025 and ending December 31, 2025, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2018-16 GO Bond Series 2018	2,070,500.00	1,370,500.00	700,000.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to partially abate said levy and to extend the same as so abated for the 2024 assessed value year with property tax payable in 2025.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORED this 2nd day of December 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series B Bonds	Ordinance

ORDINANCE NO. 2024 -

AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2019 SERIES B BONDS

WHEREAS, by Ordinance No. 2019-200 passed and adopted on November 18, 2019, the City Council of the City of Decatur, Illinois, caused general obligation bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2025 and ending December 31, 2025.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2025 and ending December 31, 2025, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2019-200 GO Bond 2019 Series B	145,030.00	145,030.00	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2024 assessed value year with property tax payable in 2025.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORED this 2nd day of December 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
Ordinance	Ordinance

ORDINANCE NO. 2024 -

AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2019 SERIES BONDS (7% OPTION)

WHEREAS, by Ordinance No. 2019-46 passed and adopted on June 17, 2019, the City Council of the City of Decatur, Illinois, caused general obligation bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2025 and ending December 31, 2025.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2025 and ending December 31, 2025, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2019-46 GO Bond 2019 Series	763,708.50	541,208.50	222,500.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to partially abate said levy and to extend the same as so abated for the 2024 assessed value year with property tax payable in 2025.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORED this 2nd day of December 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series Bonds(6% Option)	Ordinance

ORDINANCE NO. 2024 -

AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2019 SERIES BONDS (6% OPTION)

WHEREAS, by Ordinance No. 2019-46 passed and adopted on June 17, 2019, the City Council of the City of Decatur, Illinois, caused general obligation bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2025 and ending December 31, 2025.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2025 and ending December 31, 2025, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2019-46 GO Bond 2019 Series	763,708.50	699,208.50	64,500.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to partially abate said levy and to extend the same as so abated for the 2024 assessed value year with property tax payable in 2025.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORED this 2nd day of December 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series Bonds (5% Option)	Ordinance

ORDINANCE NO. 2024 -

AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2019 SERIES BONDS (5% OPTION)

WHEREAS, by Ordinance No. 2019-46 passed and adopted on June 17, 2019, the City Council of the City of Decatur, Illinois, caused general obligation bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2025 and ending December 31, 2025.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2025 and ending December 31, 2025, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2019-46 GO Bond 2019 Series	763,708.50	763,208.50	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to partially abate said levy and to extend the same as so abated for the 2024 assessed value year with property tax payable in 2025.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORED this 2nd day of December 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2020 Series Bonds	Ordinance

ORDINANCE NO. 2024 –

AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2020 SERIES BONDS

WHEREAS, by Ordinance No. 2020-85 passed and adopted on May 18, 2020, the City Council of the City of Decatur, Illinois, caused general obligation bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2025 and ending December 31, 2025.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2025 and ending December 31, 2025, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2020-85 GO Bond 2020 Series	1,947,220.00	1,947,220.00	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2024 assessed value year with property tax payable in 2025.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORED this 2nd day of December 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

ATTACHMENTS:

Description	Type
An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2022 Series Bonds	Ordinance

ORDINANCE NO. 2024 –

AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2022 SERIES BONDS

WHEREAS, by Ordinance No. 2022-05 passed and adopted on February 22, 2022, the City Council of the City of Decatur, Illinois, caused general obligation bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year commencing January 1, 2025 and ending December 31, 2025.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2025 and ending December 31, 2025, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2022-05 GO Bond 2022 Series	1,825,400.00	1,825,400.00	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2024 assessed value year with property tax payable in 2025.

Section 3. That the City Clerk be, and is hereby authorized and directed to cause a certified copy of this Ordinance to be filed with the County Clerk of the County of Macon, Illinois.

PRESENTED, ADOPTED AND RECORED this 2nd day of December 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

DATE: 11/22/2024

MEMO:

TO: Mayor Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: An Ordinance Dissolving the Special Tax Allocation Fund and Terminating the Designation of the City of Decatur Olde Towne Tax Increment Redevelopment Project Area within the City of Decatur, Macon County, Illinois

ATTACHMENTS:

Description	Type
Memo-TIF	Cover Memo
Summary	Backup Material

OFFICE OF THE CITY MANAGER

DATE: December 2, 2024

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Jon Kindseth, Deputy City Manager

SUBJECT: An Ordinance Dissolving the Special Tax Allocation Fund and Terminating the Designation of the City of Decatur Olde Towne Tax Increment Redevelopment Project Area Within the City of Decatur, Macon County, Illinois

SUMMARY RECOMMENDATION:
Staff recommends the City Council approve this last action necessary to dissolve the second Decatur TIF District, Olde Towne TIF district.

BACKGROUND:
The City of Decatur currently has 7 TIFs, after the closure of the Southeast Plaza TIF which was closed in 2021. The second oldest Decatur TIF is the Olde Towne TIF created in 2000, and this Ordinance will dissolve this TIF as of December 31, 2024. This will bring the number of remaining TIF districts down to 6, including the new Central TIF created earlier this year.

This TIF was a broad area including the downtown area, Millikin Heights, Oakwood Business District and much of Millikin University campus. The developments added within the TIF project area have significantly increased EAVs, from $20,809,662 to $35,428,606. More simply stated during the life of the Olde Towne TIF the EAVs increase by just under $15 Million and fair market property values have increased by nearly $44 Million Dollars. This TIF is the mechanism the city used to beautify downtown with the streetscaping and lighting as well as various private development projects that have made downtown what it is today.

But for the TIF, this additional approximately $15M in new EAV would not be available to the affected taxing districts. This means beginning next year, there will be an additional $1.5 Million property tax dollars realized by all taxing bodies annually beginning in 2024, paid in 2025. The City of Decatur will receive approximately 16% of that or $240,000 of additional property tax annually from the expiration of this TIF district.

POTENTIAL OBJECTIONS: Staff are not aware of objections to this closure.

STAFF REFERENCE: Should the City Council have any questions, they may contact Jon Kindseth, who will also be at the City Council meeting.

BUDGET/TIME IMPLICATIONS: The expiration and closure of this TIF will provide a projected $240,000 annually of new property tax revenue for the City alone.

District Extension Summary

ZTF5 - OLDE TOWNE REDEVELOPMENT TIF

Tax Year 2023

	Assessed (BoR Eq.)	State Equalized (1.00000)
Land Lot:	3,606,576	3,606,576
Farm Land:	0	0
Buildings:	33,529,591	33,529,591
Farm Bldg:	0	0
State Assessed:	0	0
	37,136,167	37,136,167
Less Assessments < 150	-1,078	-1,078
	37,135,089	37,135,089
Less Exemptions		-1,706,483
Net Taxable Value		**35,428,606**

Exemptions	Amount
Home Improvement:	10,335
General Homestead:	1,136,358
Senior Homestead:	364,648
Disabled Veteran:	0
Senior Freeze:	110,739
Co-Op Total:	0
Model Home:	0
Partial General Homeste	0
Fraternal / Veterans:	5,567
Returning Veteran:	5,000
Disabled Person:	14,000
Disabled 50% Veteran:	0
Disabled 70% Veteran:	49,157
Leasehold Owner:	10,679
Natural Disaster:	0
Disabled 30% Veteran:	0
	1,706,483

State Category	Net Taxable Value	After EZ & TIF
Farm:	0	0
Residential:	10,064,084	5,292,174
Commercial:	25,364,522	15,517,488
Industrial:	0	0
Mineral:	0	0
Pollution Control:	0	0
State Railroad:	0	0
Local Railroad:	0	0
	35,428,606	**20,809,662**
Overlapping Counties		

Other Information	County	District
PTELL:		
New Property EAV:	0	0
Annexations EAV:	0	0
Disconnection EAV:	0	0
Recovered TIF EAV:	0	0
Aggregate Extension:	0	
Rate Increase:	0.00000	
TIF Loss EAV:	14,618,944	
EZ EAV Reduction:	0	
EZ Tax Reduction:	0.00	
Industrial Tax Abatement:	0.00	

Fund	Levy Request	Max Rate	Auto Set To Max	Calculated Rate	Calculated Taxes	PTELL Factor	PTELL Rate	(w/overrides) Final Rate	Final Taxes	% of Total
001 Tif Dist Ztf5	0	0.00000		0.00000	1,454,953.11			0.00000	1,454,953.11	0.00%
	0			**0.00000**	**1,454,953.11**			**0.00000**	**1,454,953.11**	**0.00%**

I, JOSH TANNER, County Clerk for MACON County Illinois, do hereby certify this report to be a true and complete copy of the 2023 extension information.

City Clerk

DATE: 11/25/2024

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Appointment - Library Board of Trustees

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Kaylee Ledbetter to the Library Board of Trustees.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Kaylee Ledbetter	Library Board of Trustees	7/1/2027

DATED this 2nd day of December 2024.

_____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2024-_____
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 2nd day of December 2024.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 2nd day of December 2024.

_____
Julie Moore Wolfe, Mayor