



Monday, February 3, 2020
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 15 minute time period is provided for citizens to appear and express their views before the City Council. Each citizen who appears will be limited to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents to the Police Officer for distribution to the Council.

III. Approval of Minutes

Approval of Minutes of January 21, 2020 City Council Meeting

IV. Unfinished Business

V. New Business

1. Proclamations and Recognitions
2. Motion Adopting City Council Policies
3. Resolution Adding Territory to the Decatur Macon County Enterprise Zone - Decatur Orthopedic Center, LLC
4. Resolution Approving a Grant Agreement between the Illinois Department of Transportation-Hike/Bike Off-Road Trail System
5. Resolution Authorizing an Indefeasible Right Of Use Agreement and Associated Sales Order with the Central Illinois Regional Dispatch Center to Obtain Dark Fiber from the City of Decatur Fiber Network
6. Ordinance Annexing Territory Entirely Surrounded by the City Limits-Lot South of 389 West Grove Road
7. Ordinance Annexing Territory Entirely Surrounded by the City Limits-5464 North Oakland Avenue
8. Ordinance Annexing Territory Entirely Surrounded by the City Limits-3820 East Garfield Avenue
9. Ordinance Annexing Territory Entirely Surrounded by the City Limits-Lot 23 Feet East of 4140 East Hickory Street, Lot North of 1285 Nickey Avenue
10. Ordinance Annexing Territory Entirely Surrounded by the City Limits-North

Moffet Avenue-West Marietta Street-North Moffet Lane

11. Ordinance Annexing Territory Entirely Surrounded by the City Limits-Boiling Springs Road-Las Vegas Drive-Desert Inn Road-Sands Drive
12. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Ordinance Annexing Territory 2340 West Ash Avenue
 - B. Ordinance Annexing Territory 2481 Captain Lane
 - C. Ordinance Annexing Territory 3626 Catherine Street
 - D. Ordinance Annexing Territory 3909 West Division Street
 - E. Ordinance Annexing Territory 2073 Solar Avenue
 - F. Ordinance Annexing Territory 1950 North Sunnyside Road
 - G. Ordinance Annexing Territory 2255 Thunderbird Drive
 - H. Ordinance Annexing Territory 2315 Thunderbird Drive
 - I. Ordinance Annexing Territory 2991 North Westlawn Avenue
 - J. Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-Captain Lane, Wilcox Lane, Sullivan Drive
 - K. Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-2324 Dunes Drive
 - L. Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-Las Vegas Drive, Desert Inn Road, Sands Drive
 - M. Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-4115 North Doneta Avenue AKA 4115 Doneta Avenue, 4116 North Doneta AKA 4116 Doneta Avenue
 - N. Resolution Approving Reappointments - Electrical Commission
 - O. Resolution Approving Appointment - Electrical Commission
 - P. Resolution Authorizing Intergovernmental Agreement between the City of Decatur and the County of Macon

VI. Other Business

VII. Adjournment

Council Information - Lake Decatur Watershed Protection Program - 4th Quarter
2019 Report

Council Information - Lake Decatur Watershed Protection Program - FY 2019
Report

SUBJECT: Approval of Minutes of January 21, 2020 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of January 21, 2020 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Tuesday, January 21, 2020

On Tuesday, January 21, 2020, 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 Bill Faber, Lisa Gregory, David Horn and Chuck Kuhle. Council members Pat McDaniel and Rodney Walker were absent. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following individuals provided comments to the Council: Reed Sutman, Bret Robertson and John Phillips, Jr.

With no other Appearance of Citizens, Mayor Moore Wolfe called for Approval of Minutes.

The minutes of the December 30th, 2019 Special City Council meeting and January 6, 2020 City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

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

Mayor Moore Wolfe called Ms. Laura Dean to the podium to read a proclamation titled "Human Trafficking".

Finance Director Gregg Zientara presented the Treasurer's Financial Report and answered questions from Council.

2020-08 An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series B Bonds, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Ordinance.

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

2020-09 Ordinance Amending the Adopted Appropriation Ordinance of Monies for the Purpose of Defraying the Expenses for Certain Funds of the City of Decatur, Illinois for the Fiscal Year Ending December 31, 2019, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Ordinance.

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

R2020-06 Resolution Authorizing the Purchase of 3925 East Logan Street for the Improvement of Brush College Road Over Faries Parkway and the Norfolk Southern Railroad Tracks City Project 2009-33 Section 09-00933-01-BR, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2020-07 Resolution Authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for the Relocation of Utilities and the Purchase of Right of Way for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33 Section 09-00933-01-BR, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution and answered questions from Council.

Public Works Director Matt Newell explained that \$400,000 could be used for other MFT projects resulting from the reduction of the city's expected expenditure of State Motor Fuel funds.

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

R2020-08 Resolution Authorizing a Professional Engineering Services Agreement with WHKS & Co., to Perform Bridge Design Services for the Center Street / Steven's Creek Bridge (SN 058-3061), City Proejct 2019-04, Section No. 19-00904-00-BR, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2020-09 Resolution to Approve Preliminary Engineering Services Agreement and Appropriate Motor Fuel Tax Funds for the Center Street / Steven's Creek Bridge (SN 058-3061) City Project 2019-04 Section No. 19-00904-00-BR, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

R2020-10 Resolution Authorizing an Agreement with Macon County Soil and Water Conservation District for Lake Decatur Watershed Conservation Services, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Resolution.

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

2020-11 Ordinance Rezoning Property From M-2 Heavy Industrial District to M-1 Intense Commercial-Light Industrial District 1975 East Pershing Road, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Planning and Development Manager Greg Growe gave a brief overview of the Ordinance.

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

2020-12 Ordinance Amending Zoning Ordinance Section XI. B-1 Neighborhood Shopping District Section XII. B-2 Commercial District, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Planning and Development Manager Greg Crowe gave a brief overview of the following three Ordinances involving St. Teresa High School and answered questions from Council regarding uniform zoning.

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

2020-13 Ordinance Rezoning Property From R-3 Single Family Residence District to B-2 Commercial District 2710 North Water Street, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

2020-14 Ordinance Rezoning Property From B-2 Commercial District to R-3 Single Family Residence District 3434 East Wabash Avenue, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Planning & Development Manager Crowe gave a brief overview of the Ordinance and answered question from Council regarding uniform zoning.

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

2020-15 Ordinance Amending Zoning Ordinance Section III. Districts and Boundaries Thereof & Section XIX. PD Planned Development District, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave a brief overview of the Ordinance and answered questions from Council regarding restrictions in a SPD, Special Planned Development District.

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

With no other New Business, Mayor Moore Wolfe called for Consent Calendar Items A. through I. and asked if any Council member wished to have an item removed from the Consent Calendar. No Council member wished to have an item removed from the Consent Calendar. The Clerk read items A. through I.

- Item A. 2020-16 Ordinance Annexing Territory 3841 West Center Street
- Item B. 2020-17 Ordinance Annexing Territory 2239 Frontier Road
- Item C. 2020-18 Ordinance Annexing Territory 4160 McClain Drive
- Item D. 2020-19 Ordinance Annexing Territory 2340 South Taylorville Road
- Item E. 2020-20 Ordinance Annexing Territory 2240 Thunderbird Drive
- Item F. 2020-21 Ordinance Annexing Territory 3130 North Westlawn Avenue
- Item G. 2020-22 Ordinance Annexing Territory 4168 North Woodlawn Avenue
- H. Receiving and Filing of Minutes of Boards and Commissions
- Item I. R2020-11 Resolution Authorizing Consulting Services Agreement - Ann L. Schneider & Associates, LLC

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

Mayor Moore Wolfe called for Other Business.

Councilman Horn commended city staff on the demolition of 60 properties in 2019.

Councilman Kuhle voiced satisfaction over the Decatur Park District securing jet service at the Decatur Airport.

Mayor Moore Wolfe announced the addition of 14 new buses to the transit system and thanked city staff, Representative Rodney Davis and Senator Andy Manar for their efforts in securing a grant for the buses.

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

Mayor Moore Wolfe declared the Council meeting adjourned at 6:25 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Motion Adopting City Council Policies

ATTACHMENTS:

Description	Type
Memorandum	Cover Memo
City Council Policies	Backup Material

January 30, 2020

TO: Mayor Julie Moore Wolfe & Members of the Decatur City Council

FROM: Scot Wrighton, City Manager 

RE: City Council Policies

On September 23, 2019 the City Council conducted a study session on Draft City Council Policies. The proposed policies reviewed/amended by the council were not formally approved. Budget process policies were approved during adoption of the budget system late last year.

Formal actions by the City Council to facilitate the equitable operations of municipal government often require the adoption of ordinances and various forms of contracts because they require the force of law. However, other times the consistent extension of governing body policy simply requires a majority vote to clarify its policy position, does not require the force of law, and does not require entering into a contractual relationship. City Council policy statements can, in this way, be used to consistently articulate the governing body's position on a variety of topics, such as: broad methods and decision-rules for delivering services, financial management policies, how public meetings are conducted, how property is disposed of, what and where development practices and incentive measures are deployed, how bid awards and change orders are made and governed (insofar as all of these first comply with all existing local, state and federal laws), etc.

It is proposed that these and subsequently adopted City Council Policies be maintained by the Office of the City Clerk, and updated as needed, as additional policies are created, using the organizational system suggested by the City Attorney in the attached document.

Brand new language is underlined. The initial batch of policies include all those previously reviewed by the City Council, either in September or during the budget review sessions (i.e., the General Fund reserve policy), PLUS three areas of substantive revision or insertion of NEW language which have not been reviewed previously by the City Council:

1. Language on public contracts (Financial Policies C.4)
2. Language on sale and purchase of land (Property & Land Uses Policies D.3.d & D.4)
3. Additional rules and procedures for public participation at meetings (Sec. 2.4.b)

#1 reflects legal guidance from the State, and the desire to give greater clarity about change orders requiring City Council approval.

#2 reflects a policy position that all sales or purchases of real estate—no matter how large or small—should be approved by the City Council.

#3 is an attempt to make public meetings more efficient, and to maintain civility and decorum throughout public meetings—and do so in a manner that encourages opinions from all sides of an issue; minimizes potential disruptions that distract city boards, councils and commissions from their legislative or advisory work; prevent audience members from intimidating others; and discourage, to the fullest extent possible, a hostile or toxic environment in public meetings. The proposed revisions set a maximum time for citizen participation at the beginning of the meeting at 30 minutes; provide a mechanism for extending this aggregate total when circumstances are appropriate; and give guidance to the presiding officer in how to deal with speakers who are profane, vulgar, disruptive, or threatening. The proposed revisions decrease comments pertaining to items included on the regular action agenda, but still provide a mechanism for submission of written comments, and an option to call on persons who have made written submittals in advance of a meeting. The policy specifies that such decisions about calling on speakers seeking to comment on regular agenda items must be evaluated in a manner that remains content neutral.

The City Council is free to make amendments to these recommended policy statements prior to final adoption, or to postpone action to a later time. Additional City Council statements will be brought to the council in the future.

CITY OF DECATUR CITY COUNCIL POLICIES

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A. GENERAL AND LEGISLATIVE POLICIES

1. Use and Purpose of City Council Policies

The Decatur City Council has a broad mandate to provide good government, develop and maintain a safe and viable community, and to supply desirable and/or necessary services to the community. Where enactment of laws are required to achieve the city's mandate, changes to the Decatur Municipal Code are proposed to the governing body. But the operation of government does not always require the force of law to achieve its objectives. In such cases, City Council policy statements serve to guide and determine the conduct of the City and its departments regarding the services they provide so that services are provided consistently over time, and in conformance with the City Council's long-term strategic objectives. Policies are approved and amended from time-to-time by the City Council and maintained by the Office of the City Manager.

City Council policies are published in one notebook (available at City Hall and distributed to the City Council members and Department Heads), and on the City's website, to facilitate ease of access.

City Council policies are adopted, repealed and amended at the discretion of the City Council by simple majority vote of the governing body. They are superseded by and inferior to local ordinances, and State and Federal laws. They are superior to and supersede administrative rules and regulations promulgated by the City Manager and department heads.

2. Communication

Effective communications between the Mayor and City Council, the City Manager and City staff members are crucial to providing sound public policy and high-quality City services. Councilmembers have committed to sharing information with each other and with the City Manager, so the City Council and City Manager have agreed upon certain communications channels and practices intended to accomplish this.

a. Guidelines

Governing all communications, policy development and procedures between the senior staff, the Mayor, City Council and City Manager, is an overarching commitment to:

- *Honesty
- *Courtesy
- *Open mindedness
- *Peer respect
- *Clear speaking
- *Careful listening
- *Focus on outcomes

b. Structured Channels for Communications

The City Manager shall arrange for clear, structured channels and methods of communication that respect the City Council's need for timely information about City affairs and the City staff's obligations to perform their daily operational work.

The City Manager has requested that, when the Mayor or Councilmembers have requests for information or wish to forward citizen inquiries, they send these requests through the City Manager. Councilmembers are requested to indicate the urgent, routine or long-term nature of the request in order to help staff members judge the priority of all outstanding requests. All Councilmembers and the City Manager will have access to the same information and the status of requests.

c. Direct Staff Contact

While the Mayor and Councilmembers are always at liberty to speak to any employee of the City, the City Manager has requested that contacts during work hours be limited to seeking ready information; requests for preparation of answers or more extensive information should be channeled through the Administrative Assistant to the City Manager. Further, direct contacts should not be in the nature of directing the work of a City employee or of requesting information that requires an employee to significantly reschedule his/her work to accomplish.

d. Anticipation of Communication Needs

The City Manager, Assistant or Deputy City Manager and department heads will anticipate the nature and timing of information that may be required by the City Council regarding current or growing issues and projects. The challenge is for staff to help the City Council from being surprised by information they receive from others. In the same, manner, the Mayor and City Council may help the City Manager or staff by apprising the City Manager of information they receive. This will aide in anticipating problems and verifying whether certain information is reliable.

e. Confidential Information

In certain cases, information may relate to delicate negotiations with private businesses (especially in the realm of commercial and industrial development). In such cases, the City Manager will be on his/her honor to maintain as confidential only that information that could cause an economic development project to fail if it were released improperly or prematurely. Whenever possible, the City Manager will keep the Mayor apprised of commercial or industrial development progress. The City Manager understands that where such risks of disclosure do not exist, he/she will endeavor to keep City Council informed about the progress of projects and negotiations.

Information relating to the lease or sale of City-controlled property or to pending litigation over development projects may be discussed in closed session of the City

Council (among other topics specifically allowed under the Open Meetings Act, 5 ILCS 120/1 *et seq.*). The Mayor and Councilmembers understand that they are on their honor not to disclose any confidential information publicly.

Where the Mayor or a Councilmember wishes to inquire about the performance of a City employee, such an inquiry will be directed only to the City Manager. The City Manager must handle such inquires mindful of the confidentiality and trust that are inherent in employee personnel records.

3. Meeting Agenda

a. Agenda Items

Items can be brought before the Council for consideration, or reconsideration, upon the recommendation of the Mayor, the City Manager or any four (4) members of Council. An item can be removed from a Council agenda by the same party or parties who requested it be placed thereon. Placement of an item on the agenda for consideration or reconsideration by Council will be requested through the City Manager's Office. By majority vote, the City Council may change the order of, or delete agenda items from, the official agenda at the start of a meeting; but they may not add agenda items in this manner.

b. Closing of Agenda

The City Manager will discuss each agenda first with the Mayor and then publish and distribute the agenda and supporting documents to Councilmembers and staff at the earliest possible date in advance of each City Council meeting. He/she will rely on staff members to present complete supporting information at the earliest time in advance.

In order for City Council and staff members to be prepared and to exchange information effectively, the City Council agenda will be closed at close of business on Monday of the week prior to each Council meeting. After this time, the City staff and Council will not be obligated to act upon an item/issue or provide additional research for the meeting.

Items brought by the public after that date may be accepted by the City Council or may be deferred to a future agenda with sufficient time for preparation. Electronic dissemination of agenda items will be sent to Council.

c. Agenda Preparation and Distribution

The City Clerk's Office shall be responsible for the compilation of the materials and for the timely distribution of written City Council meeting agendas with all available back-up information which shall be made available to each Councilmember at least by

the Thursday preceding the day of a regular meeting absent extenuating circumstances and communicated to Council.

d. Agenda Information

Questions regarding Council meeting agenda items or upcoming issues should be directed to the City Manager. In preparing information and replying to Council members, staff members will take care to present a report that describes both sides of an issue and gives the full picture. City Council will nevertheless be interested to learn the staff's or City Manager's recommendation for action. For Councilmembers convenience in discussing these materials, the staff member's work telephone number should be included with their report and recommendations.

e. Tabling of Agenda Items

City Council and staff members will make every effort to be informed and be prepared to act on agenda items as they reach the City Council agenda. However, during a Council meeting, it may be necessary or preferable to table discussion of an agenda item or issue in order to gain further information or to provide further information for the public. A motion to table should name a date certain and should not then result in premature discussion of that agenda item.

f. Study Sessions

Insofar as possible, all items of a major or controversial nature shall be placed on a study session agenda prior to being placed on the City Council agenda. Study Session Agenda items will be developed and scheduled by the Mayor and City Manager based on periodic consultations with council members.

It shall be the responsibility of all Department Directors to consult with the City Manager before placing a questionable or non-routine topic on the regular City Council agenda.

4. **Meeting Procedures-City Council, Boards, Commissions**

a. Order of Business

The order of business for City Council meetings is set forth in Chapter 6 of the Decatur City Code. The Illinois Open Meetings Act applies to City Council meetings or any meeting of three (3) or more elected officials at which public business is discussed. These Policies are adopted by the City Council for the effective and efficient conduct of City Council meetings as well as meetings of all City Boards, Commissions and Committees.

b. Public Participation Rules and Procedures

It is the policy of the Decatur City Council to encourage meaningful citizen participation in its meetings, comply with all statutory requirements for managing public meetings, and plan for the input of citizen comments where they will be the most useful in the City Council's decision-making and policy development processes, all while maintaining the highest degree of civility and decorum possible in the conduct of city business so that all potential and planned meeting participants will feel free to share their views without risk of intimidation, or threats to their safety.

Section A: During the Citizen Participation section of an agenda, members of the public may speak for up to three (3) minutes {once, per person}, unless City Council by majority vote or consensus grants additional time as provided herein. Action to extend time shall be rare, must be made on a content neutral basis, usually when disruptions or technical equipment issues have interfered, or for first-time speakers unfamiliar with the city's rules and procedures for public comment. Thirty (30) minutes will be allocated for all citizen participation combined. Remarks offered during the citizen participation section should pertain to city services and local public policy matters that may eventually be considered by the City Council. Remarks must be made with decorum and civility and be addressed to the Mayor and City Council from the podium. While the City Council wants to hear public comment from all sides of an issue, in order to maintain civility, the Mayor or Acting Mayor may interrupt or call out-of-order speakers who are profane, make verbal or physical threats, shout, or engage in crude and/or distasteful personal attacks.

Section B: Once all members of the public desiring to speak during the citizen participation section of a meeting have done so, the Mayor will declare the citizen participation section ended and, at the Mayor's or Acting Mayor's discretion, may allow members of the City Council and/or city staff to provide relevant information related to comments offered during citizen participation and/or respond to remarks made during the citizen participation section, but only if they wish to do so. No rebuttals from the audience will follow.

Section C: During the remainder of the agenda (with the exception of public hearings called for the purpose of obtaining citizen comments), discussion will be limited to members of the City Council, city staff, and subject-matter-experts arranged in advance by staff and the Mayor. Members of the public may submit information in writing, in advance to the City Clerk, which can be shared with the entire City Council. On a request from a majority of council members, or the city manager, the Mayor will allow persons submitting documents in advance to speak for up to three (3) minutes, once per meeting, if it pertains to a subject on the agenda, and in conjunction with council's discussion of that agenda item.

Section D: During council study sessions, all citizen comments will be scheduled on the agenda following the announced study session topics so that persons making comments can base their inputs on the actual discussion of the City Council and data presented by staff and/or issue-related discussion experts. Final directions and instructions to staff will follow citizen comments at study sessions.

Section E: Documents submitted by members of the public after commencement of regular meetings and study sessions meeting, and during the citizen participation section, will be accepted and made available to each member of the council if enough copies are provided. Speakers should not approach the dais; the Mayor or Acting Mayor will advise speakers to whom they should hand their printed materials.

Section F: The city will provide guidance to speakers regarding the amount of time they have remaining when they are at the podium giving comments, and when their time has expired through the use of a time display counter, mounted on the City Council dais so it is easily visible from the speaker's podium. The time display counter will also include three (3) lights with the following colors that have the following meanings: green means that more than one (1) minute remains; yellow means that less than one (1) minute remains; and red means that time has expired. Because City Council meetings are recorded for simultaneous or delayed broadcast, and then linked on the city's website for maximum public access, all speakers must come to the speakers' podium before starting their remarks, speak into the microphone provided, and should give their names before speaking.

Section G: Filming and photography by members of the public are permitted, so long as they do not block the views of others, generate disruptive lights or noises, are safe, assure sufficient ingress and egress for all in the room, do not include distractive illumination, and do not disrupt the flow of public and council business.

Section H: The City Council's rules for meeting management and public participation shall be uniformly applied to all board and commissions operating under the authority and appointment of the Decatur City Council.

Section J: There may be situations where these public participation rules and procedures are found to not fit special or particular circumstances, topics or situations, or where additional inputs are desired than may be ordinarily obtained under these rules. When such circumstances occur or arise, the City Council may, by formal majority vote, temporarily suspend or waive these rules as needed, so long as such waivers show no bias to certain types of spoken content, or discriminatory treatment of types of presenters or classes of person (and so long as it complies with the other requirements of this policy, not specifically waived).

c. Preparation for Meetings

City Council, the Mayor, the City Manager and staff will rely on each other to become prepared for an effective meeting. To this end, the following procedures will be followed:

Councilmembers are encouraged to contact the City Manager or the designated staff resource with questions in advance of the Council meeting.

Staff members may also post information about agenda items or other current issues on the website for City Council or others to research.

The City Manager will arrange an advance calendar of meetings with as much information as possible about issues that are proceeding toward certain meeting dates.

Councilmembers are encouraged to share all information they may have with all other members of the City Council.

d. City Council Discussion

Council members will endeavor to be prepared to read material and research items.

Councilmembers will speak according to a structured sequence as the Mayor gives each member the floor. A Councilmember may request of the Mayor leave to interrupt or to respond to a point being made.

Councilmembers will endeavor to defer judgment on agenda items until after the full presentation of information, the Council discussion and any public comment.

Councilmembers recognize an obligation to the public and to their colleagues to articulate their own position on an agenda item prior to voting.

The rotation for voting will be changed by the City Clerk in order not to place the burden of first or last vote on the same Councilmember regularly. The Mayor is always last to vote in the rotation.

A Councilmember who wishes to abstain from a vote on an agenda item shall explain his/her reasons for abstention immediately after the agenda item is placed on the floor for consideration and shall abstain from any discussion and deliberation of the item.

e. Requests for Follow-up

Councilmembers may seek follow-up information or other action from the staff. The Mayor and the City Manager will assure that, before a Council meeting is adjourned, requests for follow-up are clear as to:

- What are the specific expectations for action or additional information?
- When or for what future meeting is the follow-up to be completed?
- Is the follow-up of broad interest to Councilmembers and the public, or is it a matter that may be communicated to a Councilmember directly?
- Does the follow-up require further clarification by a Councilmember to be included in a Council/Staff memo via email?

f. Reading of Titles

It shall be the policy of the City of Decatur to read the titles only of resolutions and ordinances with the titles describing the nature of the matter being considered and other information that will inform the public of the business being conducted.

g. Study Session Items

For Councilmember requested study session items, an initial request shall be made at a regularly scheduled Council meeting under New Business. No discussion shall be had at that time. The request shall be renewed at a subsequent Council meeting under New Business. If four (4) members of Council concur with the request, the item will be placed on a future agenda as a study session item.

h. Closed Session

Councilmembers shall respect the confidentiality of closed sessions and shall not disclose matters discussed. All documents distributed during closed sessions of City Council meetings, including minutes, shall be numbered by the City Clerk and returned to the City Clerk at the close of the closed session initialized by the Councilmember returning the document. Any and all notes taken by Councilmember during the closed session shall be provided to the City Clerk prior to the end of the closed session.

5. Evaluation and Review

a. Strategic Goals and Priorities

Annually or biennially City Council will formulate top priority issues and projects for focused attention by the City Manager and staff. The City Manager will arrange for regular update reports, not less frequent than June 1 and December 1 each year, to the Council and staff on the status and progress of each of those top priorities.

b. City Council Policies

City Council recognizes the need to evaluate the effectiveness of its policies regularly. Therefore, City Council Policies will be scheduled for review whenever two or more members of City Council request that a specific item or items be scheduled for review.

6. Liquor License Availability

When a license in a limited license classification becomes available for issuance, notice of such license availability shall be made at the next formal City Council meeting under "Other Business". The 30-day filing period shall commence following this notification.

It shall be the responsibility of the City Clerk to monitor license availability and cause such notice to be made in accordance with this policy.

7. **Board of Local Improvements**

The membership of the Board of Local Improvements shall consist of the five (5) most senior incumbent Councilmembers. If two or more councilmembers have the same date of initial election, seniority, for the purpose of this policy, shall be determined by the greater vote total at such election.

B. FINANCIAL POLICIES

1. **Budget Policies** (September 3, 2019)

See Attached.

2. **Fund Reserves** **New**

It is the policy of the city of Decatur, Illinois to maintain fund reserves sufficient to maintain normal governmental cash flow requirements during the course of the year, provide resiliency against catastrophic loss, buffer for the occurrence of one or more community emergencies, and/or endure a sustained economic downturn. The desire to maintain fund reserves in the General Fund should be tempered by the City Council's obligation to maintain taxes at a rate that is not burdensome. Consistently maintained cash reserves also serve to demonstrate that the city has the capacity to properly manage its finances, and this often contributes directly to lower debt financing costs.

Since the primary function of a restricted cash reserve is to insure uninterrupted operations and municipal service delivery: the city will, over several years, incrementally increase its General Fund cash reserves to equal 60 days (one sixth of the annual General Fund expenditure budget), NOT INCLUDING CAPITAL EXPENDITURES VALUED AT MORE THAN \$100,000.

Fund reserves for funds other than the General Fund may be separately approved from time-to-time by the City Council.

3. **Interfund Transfer**

The City Manager and Director of Financial Management will notify the City Council regarding the transfer of monies from one fund account to a separate fund account and that the same be authorized by the City Council.

4. **Public Contracts** **New**

Public contracts requiring a change or changes in a contract term not specifically provided for in the contract which causes an increase or decrease in either the cost of the contract by a total of \$10,000 or more or the time of completion by a total of thirty (30) days or more must be authorized in writing by the City Council.

Approval by the City Council will be required for contracts and agreements that require specific approval by their terms, that exceed the monetary limit amount set forth in the City Code for City Manager approval, that waive immunity of the City or that involve the determining or setting of policy within the responsibility of the City Council.

C. HUMAN RESOURCES POLICIES

1. Labor Negotiations

The City Council shall not become directly involved in labor negotiations nor make public statements regarding negotiations in progress. Nothing contained herein shall be construed to limit the right and ability of City council members to speak publicly about general policy matters related to labor negotiations.

D. PROPERTY AND LAND USE POLICIES

1. Annexations

All owners of property to be annexed as a surrounded area must be notified by mail of such impending City Council action.

When property which is the subject of a water service agreement or other type of pre-annexation agreement becomes contiguous with the City's corporate boundary an action by the City Council for annexation will be initiated no more than 6 months after contiguity is achieved.

The Department of Community Development shall be responsible for the notification, of surrounded tracts. The Public Works Department shall be responsible for initiating annexation actions for properties covered by pre-annexation and water service agreements.

2. Parking Restrictions

Any individual or group which requests parking restrictions shall be directed to circulate a petition and to contact each residence or business located in the block or blocks where parking restrictions are requested.

The petition shall be submitted to the Public Works Department for consideration by the Traffic and Parking Commission.

3. **Sale, Vacation, Disposition of Public Property**

a. Appraisal

It is the policy of the City of Decatur that when real estate comes out of the public trust by sale, vacation or other disposition, compensation shall be required based upon an approved recent appraisal at the expense of the petitioner. The City may waive the appraisal requirement where the land value is expected to be less than \$5,000.00. The City may order a second appraisal at the City's expense, where the City deems it is necessary and where it may be deemed to determine compensation paid to the City.

The Department of Community Development is responsible for handling this process.

b. Lake Adjacent Land

The City Council shall deny any requests for disposition of Lake property if there is any possible impact on public access.

c. Vacation of Public Property

All requests for property vacations should be submitted to the Plan Commission for public hearing except for unused, dead-end rights-of-way.

All property owners with land abutting a piece of property which is under consideration for vacation shall be served proper notice before the City Council takes action on the request.

The Department of Community Development shall be responsible for including such requests on Plan Commission agendas and notifications, as required.

d. Approval

All sales of City-owned real estate must be approved by the City Council other than transfers made pursuant to the City's side yard or other real estate transaction policy.

4. **Purchase of Property**

All purchases of real estate by the City must be approved by the City Council.

The Department of Community Development is responsible for handling this process.

5. Rezoning and Variances Requests

a. Notification

The Department of Community Development shall post one or more signs, depending on the circumstances and legal requirements, on each piece of property subject to a rezoning petition or a petition to the Zoning Board of Appeals for a variance.

In addition to the signs, each occupant of properties located within 200 feet of the area described in a petition shall be notified by mail.

All signs posted as notification of rezoning or variance requests shall be left in place until after the City Council meeting at which the rezoning proposal is considered or after action by the Zoning Board of Appeals.

The Department of Community Development may require the petitioner to supply the names and addresses of properties lying within 200 feet of the property to be rezoned or considered for a variance.

The Department of Community Development shall be responsible for following this notification procedure.

b. Continuance, Tabling

If a rezoning petition is scheduled for Council action and fewer than all Councilmembers are present, the Council will continue, or table, such matter at the request of the petitioner.

ALREADY ADOPTED:

CITY OF DECATUR BUDGET POLICY

1.0 POLICY STATEMENT: This policy is established in compliance with 65 ILCS 5/8-2-9.1 et. seq. and Chapter 18.1 of the City Code and sets forth the procedures to be used in the preparation of the annual budget of the City and the administration of the budget during the fiscal period.

- 1.1 The City has adopted the budget method as set forth in the Illinois Municipal Code and Chapter 18.1 of the City Code and will operate as a budget city, with annual budget presentation to and adoption by the City Council before the end of the fiscal year preceding the budget fiscal year period.
- 1.2 The annual budget shall attempt to align the budget with the priorities set forth by the City Council and measure progress towards those priorities in an effort to obtain the best value for monies expended by the City.
- 1.3 The annual budget will be presented to the City Council and the City Clerk in sufficient time for public hearing to be held and the budget timely passed.
- 1.4 The budget officer or his designee shall be responsible for the required public notices required on the dates set forth in Chapter 18.1 of the City Code.
- 1.5 The approved annual budget shall be balanced such that expenditures cannot exceed revenues plus cash reserves.

2.0 PROCEDURES:

- 2.1 Budget Officer Responsibilities:
 - a. In addition to the duties set forth in Chapter 18.1 of the City Code, the Budget Officer is responsible to prepare the annual budget of the City and present the annual budget to the City Council for approval and adoption before the beginning of the fiscal year to which it applies.
 - b. The Budget Officer will work with the City Council to define and establish City Council goals and objectives prior to the preparation of the annual budget.

- c. The Budget Officer will prepare the annual budget in accordance with defined goals and objectives as defined by the City Council.
- d. The Budget Officer will present the annual budget to the City Council in sufficient detail defining Departmental and Fund goals and objectives, line item expenditures, and performance metrics for the same.
- e. The Budget Officer will schedule Council Study Sessions, as required, for City Council discussion and review of the budget. Other than the public hearing required pursuant to Chapter 18.1 of the City Code, public discussion will be allowed as per Council policies and discretion.
- f. Council will not act on the ordinance approving the annual budget at the same Council meeting as the public hearing on the proposed budget ordinance as required pursuant to Chapter 18.1 of the City Code unless required in order to adopt the annual budget prior to the beginning of the fiscal year to which it applies.
- g. Reports on revenues and expenditures will be prepared monthly and reviewed by the City Council during the fiscal year.
- h. Prior to the end of the fiscal year, a budget reconciliation ordinance will be presented to Council for approval.

2.3 Budget Officer Authority:

- a. In addition to the duties set forth in Chapter 18.1 of the City Code, the Budget Officer shall have the authority to affect expenditures in support of operations as defined in the annual budget as approved and adopted by the City Council.
- b. The Budget Officer may include long range capital expenditures in the budget presented to Council for approval and Council may approve an annual budget containing long range capital expenditures.
- c. The Budget Officer will present an annual budget that attempts to maintain all its assets at a level such that it protects the City's capital investment and minimizes future maintenance and replacement costs.

3.0 RESPONSIBILITY: The City Manager is responsible for the administration of this policy, under the approval authority of the City Council.

- 3.1 This policy is subject to and may be amended only upon action of the City Council.

City Clerk

DATE: 1/30/2020

MEMO: 2020-06

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager
Greg Crowe, Planning and Development Manager

SUBJECT:

Resolution adding territory to the Decatur Macon County Enterprise Zone (EZ) for an economic development project on a vacant parcel north of 104 N. Ashland Ave in Mt. Zion for Decatur Orthopedic Center, LLC.

SUMMARY RECOMMENDATION:

City Staff recommends approval of this item amending the boundaries of the local Enterprise Zone to allow Decatur Orthopedic Center to expand their current facility located at 104 Ashland Avenue by constructing a new building located on the adjoining vacant parcel north of 104 Ashland Avenue in Mt. Zion and to provide a connector strip to the existing EZ.

BACKGROUND:

The EZ is an economic development tool that can provide incentives to spur local economic development. The current zone has been in existence since 2016 with the passage of new related state statutes and has served as a critical tool in supporting local economic development activity.

In partnership with a land developer, Decatur Orthopedic Center, LLC (DOC) is requesting addition of parcel 09-13-33-378-017 to the existing Enterprise Zone (see request letter attached) to allow for an construction of a larger facility to allow additional space for their expected growth and increase in employment. The project is expected to cost more than \$6,500,000 and will allow DOC to retain their existing 22 employees and increase their employment to more than 25 employees. The amendment is critical due to the 5-year property tax abatement and the sales tax exemption on construction materials available in the Zone.

All amendments to the Enterprise Zone boundaries require approval from all the local government members of the Zone.

STAFF REFERENCE: Additional questions can be forwarded to Scot Wrighton at 217-

424-2801 (swrighton@decaturil.gov) or Greg Crowe at 217-424-2786 (gcrowe@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

RESOLUTION NO _____

**RESOLUTION ADDING TERRITORY TO THE DECATUR MACON COUNTY
ENTERPRISE ZONE
DECATUR ORTHOPEDIC CENTER, LLC**

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

Section 1: That Resolution 2014-139 and the Decatur Macon County Enterprise Zone Intergovernmental Agreement, passed on the 1st day of December, 2014 be, and the same is hereby amended at Exhibit A and Exhibit B thereof by adding to the end of said Exhibit the following:

Amendment 2

Exhibit A

Parcel # 09-13-33-378-017 | 3990 S Mount Zion Rd, Decatur IL 62521

Lot 10 and the vacated right of way of Orr Street in Orr's First Subdivision as per plat recorded in Book 300 on Page 275 of the records in the recorder's office of Macon County, Illinois and all that part of the East ½ of the Southwest ¼ of Section 33, Township 16 North, Range 3 East of the 3rd P.M. in Macon County, Illinois lying east of said Orr's First Subdivision and South of a tract of land conveyed to Forrest Depeugh and J. Viola Depeugh by Warranty Deed recorded in Book 1848 on Page 138 in said recorder's office. This parcel is connected to the existing Decatur-Macon County Enterprise Zone by a 3 foot wide connector strip from the southeast corner of parcel # 09-13-33-378-017, proceeding westward to western edge of State of Illinois Route 121.

PRESENTED, PASSED, APPROVED AND RECORDED this _____ day of _____ 2020.

JULIE MOORE WOLFE, MAYOR

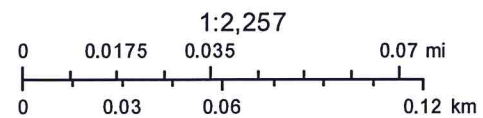
ATTEST:

CITY CLERK

Proposed Enterprise Zone Addition



1/30/2020, 11:25:48 AM



City of Decatur, IL and County of Macon, IL



Bolen Robinson & Ellis, LLP
202 S. Franklin Street, 2nd Floor
Decatur, IL 62523
P 217.429.4296 | F 217.329.0034
smendenhall@brelaw.com

November 5, 2019

Via Regular Mail and Email to rmccrady@DecaturEDC.com
Economic Development Corporation of Decatur-Macon County
Attn: Ryan McCrady, President
101 S Main St, Suite 101
Decatur, IL 62526

RE: Sams & Sullivan Properties, LLC

Dear Mr. McCrady:

I represent Sams & Sullivan Properties, LLC (“Sams & Sullivan”) and Decatur Orthopedic Center, LLC (“DOC”). Both entities are owned and managed by the same two individuals, Dr. Jacob D. Sams, M.D. and Dr. Donald N. Sullivan, M.D. Sams & Sullivan own the property currently located at 104 Ashland Ave, Mt. Zion, IL (currently PIN 12-17-03-101-020; however, I have been informed by Macon County Assessor Kim Fowler the PIN for this parcel will be 12-17-03-101-020 next year). Sams & Sullivan lease this property to DOC which operates a medical practice out of this location. Sams & Sullivan also own an adjoining vacant parcel north of 104 Ashland Ave (currently PIN 09-13-33-378-009 consisting of 0.99 acres and PIN 09-13-33-378-014 consisting of 3.06 acres; however, I have been informed by Macon County Assessor Kim Fowler this will be on parcel beginning next year having the following PIN 09-13-33-378-017, consisting of 4.05 acres).

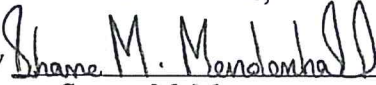
The space and configuration of the current location is not efficient for my clients’ business model and does not allow space for their expected growth and increase in employment. Therefore, my clients have considered the construction of a larger facility that can accommodate all of their needs. This would be an expansion of the current facility located at 104 Ashland, with the expansion and construction of the new building being located on the adjoining vacant parcel north of 104 Ashland Ave (PIN 09-13-33-378-017, consisting of 4.05 acres).

This property (PIN 09-13-33-378-017, consisting of 4.05 acres) is not currently included in the Decatur-Macon County Enterprise Zone, so my clients are respectfully requesting that the boundaries of the enterprise zone be amended to include this property. My clients expect to expend in excess of \$6,500,000.00 to improve this property to allow it to meet their needs. DOC currently employs, and will retain, 22 individuals and expect to increase that to more than 25 individuals employed by DOC in the two years following its relocation to this property.

The savings represented by this abatement of property taxes is critical to making my clients’ relocation and expansion financially sustainable. Absent those abatements, my clients would need to consider alternate locations. My clients believe that the retention of their employment base and other economic impacts from their business far outweigh the cost of the property tax abatements.

Economic Development Corporation of Decatur-Macon County
Ryan McCrady, President
Page 2 of 2

Thank you in advance for your consideration of our request. Please contact me if you have any questions or need additional information.

Best Regards,
Bolen Robinson & Ellis, LLP
By 
SHANE M. MENDENHALL

SMM/hbo

City Clerk

DATE: 1/30/2020

MEMO:

TO: Mayor & City Council


FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Approving A Grant Agreement Between The Illinois Department of Transportation-Hike/Bike Off Road Trail System

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Cover Memo
Intergovernmental Agreement-Illinois Department of Transportation	Cover Memo

January 30, 2020

TO: Mayor Julie Moore Wolfe & Decatur City Council Members
FROM: Scot Wrighton, City Manager 
RE: City-State Agreement & Resolution for Planning Hike/Bike Off-Road Trail System

Last summer the city was informed that it had received a \$60,000 grant from the Illinois Department of Transportation to fund a planning project that would produce a multi-year approach to connecting existing off-road non-motorized trails in and near Decatur, connect key destinations, bring a non-motorized corridor to more neighborhoods that need alternative transportation options, and enhance quality of life. Due to a series of IDOT administrative delays since then, the city of Decatur has only now received the city-state agreement for this project. We are not authorized to expend funds until the city-state agreement is approved.

Approval of the city-state agreement (and the attached resolution) is highly recommended. The work product from this planning exercise will support the city's neighborhood revitalization efforts (council objective #1), it is directly related to the city's efforts to create a new street scape on North Highway 51 between Eldorado and Pershing, it advances the city's goals for joining and enhancing open spaces (council objective #6), and it is compatible with some previous planning efforts undertaken with the Park District. It is anticipated that this funding will be joined with funds included in the DUATS budget for the same purpose, and with the city of Decatur's local match requirement of \$15,000 (which has already been included in the approved FY2020 budget).

This project will not result in detailed design drawings, or construction. It is only a planning grant. The final product of this planning project will be a map showing recommended routes and destinations, likely non-motorized feeder routes, sample hike-bike trail cross sections that can be incorporated into subsequent infrastructure contracts, supporting documentation from citizen engagement sessions and other recommendations for how Decatur can eventually create a more complete network of off-road hike-bike trails serving more of the community.

RESOLUTION NO. R2020_____

**RESOLUTION APPROVING A GRANT AGREEMENT BETWEEN THE
ILLINOIS DEPARTMENT OF TRANSPORTATION-HIKE/BIKE OFF-
ROAD TRAIL SYSTEM**

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

Section 1. That the Grant Agreement between the Illinois Department of Transportation and the City of Decatur presented to the council herewith for a grant of \$60,000, be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Grant Agreement on behalf of the City of Decatur.

Section 3. That the City Manager or his designee, is authorized to apply matching funds to this project from DUATS and the city budget as may properly be authorized by DUATS and the city budget.

PRESENTED and ADOPTED this 3rd day of February 2020

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEPUTY CITY CLERK

INTER-GOVERNMENTAL AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION

AND

CITY OF DECATUR

The Illinois Department of Transportation (Grantor) with its principal office 2300 S. Dirksen Parkway, Springfield, IL 62764, and City of Decatur (Grantee) with its principal office 1 Gary K Anderson Plaza, Decatur, IL 62523 and payment address (if different than principal office) at same hereby enter into this Inter-Governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number, SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 075613000 is Grantee's correct DUNS number, 376001308 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not for Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2 Amount of Agreement. Grant Funds (check one) shall not exceed or are estimated to be \$60,000.00, of which \$60,000.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is UA3A(417), the federal awarding agency is Federal Highway Administration, and the federal award date is 07/03/19. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Highway Planning and Construction and the Number is 20.205. The Catalog of State Financial Assistance (CSFA) Number is 494-00-1439. The State Award Identification Number is 17758.

1.4 Term. This Agreement shall be effective 02/01/2020 and shall expire on 08/31/2021 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and corrects and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation

City of Decatur

By: _____
Signature of Holly Bieneman, Bureau Chief Designee, Director OPP

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: Scot Wrighton

Date: _____
Printed Name: _____
Printed Title: _____
Designee

Printed Title: City Manager
Email: wrighton@decaturil.gov

By: _____
Signature of Phil Kaufmann, Chief Counsel

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: _____

Date: _____
Printed Name: _____
Printed Title: _____
Designee

Printed Title: _____
Email: _____

By: _____
Signature of Joanne Woodworth, Acting Chief Financial Officer

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Omer Osman, P.E., Acting Secretary of Transportation

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Fourth Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

ARTICLE II
REQUIRED REPRESENTATIONS

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated, organized, or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5 Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III

DEFINITIONS

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Consolidated Year-End Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes.

"Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the state of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

**ARTICLE IV
PAYMENT**

4.1 Availability of Appropriation: Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement's termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4 Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

4.7 Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE**, or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8 Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI
BUDGET**

6.1 Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2 Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3 Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4 Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5 Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

7.1 Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2 Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award.. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments.
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4 Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6 Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

- (i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).
- (ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.
- (iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
- (iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7 **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1 **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1 **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended)(42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(l) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and(b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3 Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

- (i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or
- (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Cost 7000.90.

15.2 Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of the peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and State Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and State Awards, singularly or in any combination from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and State Awards.

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.3 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.4 Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI

TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5 Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII

SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3 Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it lawfully obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX
STRUCTURAL ORGANIZATION**

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310 -200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4 Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within the Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1 Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS

25.1 Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17 Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including final indirect cost rate adjustments, including those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A
PROJECT DESCRIPTION

CSFA Number

494-00-1439

NOSA/SAIN Number

1439-17758

GATA Registration Number

671827

The Bicycle Plan will provide the park district and the city with policies, best practices and strategic direction for implementing a sustainable active transportation system for the benefit of Decatur residents and visitors. The plan will provide an analysis of current bicycle facilities in Decatur; city and park district policies, and planning documents; review of other local bicycle plans, state and national bicycling trends, best practices and the applicability to Decatur bicycling facilities; identify performance measures to measure progress in achieving goals and objectives identified; a robust public involvement plan in coordination with the Decatur Area Urbanized Transportation Study, Decatur Mass Transit System and Macon County will be conducted to provide insight into area bicycling needs, system gaps, and the conceptual design alternatives for a connected bicycle network in the city and the region. The results of the discovery phase of the plan will be used to update current and planned routes, adjust parameters to reflect more point-to-point commuting, provide detail for on-street design of bike lanes, connect off-road with on-street lanes safely and effectively, and position the city and park district to leverage state and federal funding with local investments in the system. The outcome of the Decatur Bike Plan will provide a blueprint for Decatur's bicycling network. A network that can be built upon, provide active transportation alternatives, better connect the community, and improve the quality of life.

EXHIBIT B
DELIVERABLES OR MILESTONES

Deliverables for this project should be as follows:

Grantee shall submit a copy of the completed Bicycle Plan to the IDOT Program Manager within 45 days of the completion of the Agreement.

Deliverables shall be sent to the Grantor contact at:

Illinois Department of Transportation
Office of Planning and Programming
Attn: LeeAnn Prather, Bicycle & Pedestrian Coordinator
2300 S. Dirksen Parkway, Room 311
Springfield, IL 62764

**EXHIBIT C
PAYMENT**

Grantee shall receive \$60,000.00 under this agreement.

Enter specific terms of agreement here:

Federal Funds: \$60,000.00
 State match Funds: \$0.00
 Grantee Local match: \$15,000.00

This agreement is for the term of 02/01/2020 - 08/31/2021. The Grantee shall receive \$60,000.00 in Federal funds under this agreement. The period of performance is 02/01/2020 – 08/31/2021. However, IDOT will obligate this agreement on a state fiscal year basis as outlined below for the period of performance:

FY 2020 (02/01/2020 - 06/30/2020): \$65,000.00 (Federal: \$52,000.00 and Local match: \$13,000.00)
 FY 2021 (07/01/2020 - 06/30/2021): \$10,000.00 (Federal: \$8,000.00 and Local match: \$2,000.00)
 FY 2022 (07/01/2021 - 08/31/2021): \$0.00

Total invoices received cannot exceed the total agreement amount of \$0.00 during the Agreement term.

I. Invoices. Part One

Invoices submitted by the Grantee will be for expenses that have been incurred to complete the Scope of Services/Responsibilities in Exhibit A, Project Description. If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for work completed, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the Deliverables or Milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee must submit invoices for allowable expenditures to the Grantor's Operations Manager and Budget Assistant(s) in order to receive reimbursement.

- a. Any invoices/bills issued by the Grantee to the Grantor pursuant to this Agreement shall be sent to the Grantor's Finance Team at:

Illinois Department of Transportation
 Office of Planning and Programming
 Attn: Finance Team
 2300 S. Dirksen Parkway, Room 318
 Springfield, IL 62764
 Email: DOT.OPP.Finance@illinois.gov

II. All invoices shall be signed by an authorized representative of the Grantee.

- a. The invoice must include:
 - i. Indication of total amount of federal and matching funds expended.
 - ii. Cover letter to the C-13
 - 1. States the obligation number, contract name, source of funds being requested (typically SPR(FHWA), but can be PL(FHWA), FTA(FHWA), state funds and CMAQ(FHWA).
 - iii. Requests for reimbursement must be requested on form C-13
 - iv. Back up documentation which may include payroll and expenditures must be submitted with each invoice.
 - v. Certification by the Grantee's finance officer of accurate expenses.
 - vi. Expenditure and Progress Report:
 - 1. Percentage of work complete and amount requested per line item for invoice period.
 - 2. Identification of expenditures by work task.
 - 3. Progress reports are required under 23 CFR 420 .117. State and federal regulations require:
- a. Quarterly reports shall be submitted to the Grantor contact 30 days after end of the reporting period
- b. Final reports shall be submitted to the Grantor contact 60 days after the end of the reporting period.

vii. At the end of the SFY, a Year-End Report should include a summary of work completed and list all deliverables that were completed.

III. IDOT Project Manager Review and Approval

- a. Upon submittal of an invoice, the IDOT Project Manager reviews and checks:
 - i. Mathematical accuracy.
 - ii. That requested reimbursement is consistent with items included in the approved scope.
 - iii. That total amount invoiced is proportional to total amount budgeted.
 - iv. Expenditures for each line item is less than or equal to the budgeted amount.
 - v. Completion of the work being invoiced.
- b. Failure to provide a complete invoice may delay or prevent reimbursement. If there are problems with the invoice, the IDOT Project Manager will contact the Grantee to resolve the issue so that payment can be made, assuming it is appropriate. This may include submission of a new or corrected invoice by the Grantee.
- c. The IDOT Project Manager will review and approve or reject the invoice within seven days of the Grantee's submittal. If rejected, the invoice is not sent to the Comptroller until it is revised and approved by the IDOT Project Manager.

IV. Grantor Operations Manager / Budget Assistant(s) Approval

- a. Once approved, the Grantor Operations Manager and/or Budget Assistant(s) submit invoices to the Bureau of Business Services, Accounting Unit, which documents the transaction and forwards it to the Comptroller.

V. Send Payment

- a. Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Local Public Agency (LPA).
- b. If approved by the IDOT Project Manager, payment is generally made within 15 days of receiving a complete invoice.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: LeeAnn Prather
Title: Bicycle & Pedestrian Coordinator
Address: 2300 S. Dirksen Parkway, Room 311, Springfield, IL 62764
Phone: 217-524-3509
TTY#: N/A
Fax#: N/A
Email Address: LeeAnn.Prather@illinois.gov

GRANTEE CONTACT

Name: Scot Wrighton
Title: City Manager
Address: 1 Gary K. Anderson Plaza, Decatur, IL 62523
Phone: 217-424-2801
TTY#: _____
Fax#: _____
Email Address: wrighton@decaturil.gov

Additional Information:

None Identified

EXHIBIT E
PERFORMANCE MEASURES

The Grantee shall:

- 1) Submit accurate and timely invoices.
- 2) Promptly respond to inquiries by the Grantor.
- 3) Provide the final products by the end of this Agreement.
- 4). Completion of the BOBS 2832 form quarterly and final.

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EXHIBIT F
PERFORMANCE STANDARDS

The Grantee shall:

- 1) Submit accurate and timely invoices at minimum quarterly.
- 2) Promptly respond to inquiries by Grantor.
- 3) Provide a copy of the final products within 60 calendar days of the conclusion of this Agreement.
- 4) Completion of the BOBS2832 form quarterly and final.
- 5) Public accessible documentation of technical and policy committee meetings material.

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EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

Fiscal and Administrative Conditions

I. Financial and Regulatory Reporting (2 CFR 200.327)

Conditions:

Log indicating report submittal due dates and actual report submittal dates with explanation if late. Undertake all steps to adhere to GAAP, supply the Grantor contact with a plan for said steps, and restate all financial statements as necessary for the given fiscal year.

Corrective Action:

Implementation of new or enhanced internal control and management systems, mitigating controls or a combination of any of the aforementioned. Condition may be removed upon request after one year.

II. Audit (2 CFR 200.500)

Conditions:

Requires desk review of the status of implementation of corrective actions.

Corrective Action:

Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

III. Fraud, Waste and Abuse

Conditions:

Grantee shall develop/update their Fraud awareness program and submit the written program to Grantor contact for approval. Upon approval from Grantor contact, the Grantee shall begin implementation of the program within 30 days.

Corrective Action:

Implementation of a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation. Condition may be removed upon request after one year from the implementation of corrective action.

Programmatic Conditions

I. Reports and Findings from audits performed under Subpart F

Conditions:

Audit Reports and findings: desk review for the status of implanted corrective action;
Implementation of statutory, regulatory or other requirements: technical assistance required.

Corrective Action:

Implementation of the corrective action plan; No material findings from on-site review or AUP performed (if applicable)
Implementation of statutory, regulatory or other requirements: Entity must demonstrate ability to comply with requirements.

PART TWO - THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

Ethics.

A. Code of Conduct

1. **Personal Conflict of Interest** - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. **Organizational Conflict of Interest** - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at \$100,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$3,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

(\$1- \$1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

(\$5,000- \$9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$10,000-\$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
3. Develop specifications to solicit quotes.
4. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
5. Prepare or submit information to Grantor's point of contact in Exhibit D.
6. Obtain authorization from Grantor's point of contact provided on Exhibit D.
7. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file _____ Quarterly _____ BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the first reporting period after the _____ 02/01/2020 effective date of the Agreement. _____ Quarterly _____ reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending _____ 12/31 _____ (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 6/30 - State fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending June 30 within 30 calendar days of the end of the State Fiscal Year.

The Grantee must submit a BoBS 2832 report for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

Renewal. This Agreement may not be renewed.

FEDERALLY FUNDED AGREEMENTS

Standard Assurances. The Grantee assures that it will comply with all applicable federal statutes, regulations, executive orders, U.S. DOT regulations, and other federal requirements in carrying out any project supported by federal funds. The Grantee recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Fast Act, 23 USC 134, or other Federal laws.

Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21

at 21.7, the Grantee assures that it will comply with all requirements of 49 CFR Part 21, and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Grantee receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Grantee retains ownership or possession of the project property, whichever is longer, the Grantee assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT. Upon request by U.S. DOT, the Grantee assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT may request. Control of Property. The Grantee certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, and all other applicable Federal requirements.

Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 2 CFR Part 200, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 2 CFR Part 200, "Cost Principles for State, local or Indian tribal governments". Additionally, 2 CFR Part 200 establishes principles and standards for determining costs for Federal awards carried out through grants and other agreements with state and local governments, and should be reviewed for further guidance on cost principles.

Debarment. The Grantee shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Grantee certifies that to the best of its knowledge and belief, the Grantee and the Grantee's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the Grantee to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Grantee shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Grantor determined whether to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause. The Grantee shall provide immediate written notice to the Grantor if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Grantee agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Grantor. The Grantee agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the Grantee knows the certification is erroneous. The Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If the Grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Drug Free Workplace. The Grantee certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the Grantee assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Grantee assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Grantee DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FHWA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Grantee, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the Grantor to the Grantee of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Grantee assures that, as a condition to the approval or extension of any Federal assistance awarded by FHWA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FHWA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FHWA or any entity within U.S. DOT. The Grantee assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as

amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

Procurement Compliance Certification. The Grantee certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and requirements, as amended and revised. The Grantee certifies that it will include in its contracts financed in whole or in part with U.S. DOT or FHWA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with U.S. DOT or FHWA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. Grantee assures it will comply with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and other federal requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the Grantee assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

Davis-Bacon Act. To the extent applicable, the Grantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq., the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq., regarding labor standards for federally assisted subagreements.

Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF 424B and SF 424D).

As required by OMB, the Grantee certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 et seq. relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law

91 616, and amendments thereto, 42 U.S.C. 4541 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing;
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of SAFETEA-LU, and 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in transportation-related programs; and
- Any other nondiscrimination statute(s) that may apply to the project.

6. Will comply with all federal environmental standards applicable to the project, including but not limited to:

- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
- Notification of violating facilities pursuant to Executive Order 11738;
- Protection of wetlands pursuant to Executive Order 11990;
- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
- Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- Protection of endangered species under the Endangered Species Act of 1973, as amended;
- The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system; and
- Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.

7. Will comply with all other federal statutes applicable to the project, including but not limited to:

- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
- The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and 2 CFR Part 200, "Audits of States, Local Governments, and Non-Profit Organizations"; and
- Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements).

Energy Conservation. To the extent applicable, the Grantee and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

Eligibility For Employment In The United States. The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Grantee to verify that persons employed by the Grantee are eligible to work in the United States.

Buy America. As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products

produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Changed Conditions Affecting Performance. The Grantee shall immediately notify the Grantor of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

Third Party Disputes Or Breaches. The Grantee agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FHWA or U.S. DOT and the Grantor reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FHWA or U.S. DOT and the Grantor of any current or prospective major dispute pertaining to a third party contract. If the Grantee seeks to name the Grantor as a party to the litigation, the Grantee agrees to inform both FHWA or U.S. DOT and the Grantor before doing so. The Grantor retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Grantor, the Grantee will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FHWA's or the Grantor's immunity to suit.

Fly America. Grantee will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers. Preference for Recycled Products. To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

Cargo Preference - Use of United States Flag Vessels. The Grantee agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.

Information Technology

DATE: 2/3/2020

MEMO: 2020-1

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
James Edwards, Director Information Technology Department

SUBJECT: Authorization for Mayor to enter into an Indefeasible Right of Use (IRU) Agreement and associated Sales Order with the Central Illinois Regional Dispatch Center (CIRDC) to obtain Dark (unlit) Fiber from the City of Decatur Fiber Network.

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the attached resolution, authorizing the Mayor to execute a 20-year Indefeasible Right of Use Agreement and associated Sales Order with the CIRDC to provide two strands of Dark Fiber between the Law Enforcement Center (LEC) and the MSC Tower location at 2600 N Jasper Street.

BACKGROUND:

This IRU Agreement gives the CIRDC the right to use two strands of City Fiber between the LEC and the MSC Tower location for an initial term of 20 years. The IRU Agreement further demands up-front payment for the right to use these dark fibers in addition to a fiber maintenance fee paid annually. CIRDC is paying to splice and use the fiber only, no electronics is provided in this agreement.

No fiber construction is required for this project. Splicing work will start when the IRU Agreement is signed by both Parties, received, and filed by the City of Decatur. City Staff anticipates turning the fiber over to the CIRDC on or before February 17th, 2020. This action is also in accordance with the City Council's desire to expand and enlarge the use of the city's broadband network.

PRIOR COUNCIL ACTION: City Council has approved CIRDC use of City Fiber in the past to provide communication paths which make its dispatch service more efficient and effective.

INPUT FROM OTHER SOURCES: None anticipated

STAFF REFERENCE: Jim Edwards, IT Director, 450-2236

BUDGET/TIME IMPLICATIONS: Revenue from the CIRDC demanded by this IRU Agreement is a one-time payment to the City of \$10,314 for its first year of use and a reoccurring fiber maintenance fee of \$324 annually thereafter. City Staff anticipates turning the fiber over to the CIRDC on or before February 17th, 2020.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Fiber Service Order	Backup Material

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING AN INDEFEASIBLE RIGHT OF USE
AGREEMENT AND ASSOCIATED SALES ORDER WITH THE
CENTRAL ILLINOIS REGIONAL DISPATCH CENTER TO OBTAIN
DARK FIBER FROM THE CITY OF DECATUR FIBER NETWORK**

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

Section 1. That the Indefeasible Right of Use Agreement presented herewith to the City Council between the City of Decatur, Illinois and the Central Illinois Regional Dispatch Center, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor be, and hereby, authorized to sign said agreement in substantially the same form as presented, on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 3rd day of February 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Fiber Broadband Service Order
City of Decatur Illinois
1 Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

Customer Name: **Central Illinois Regional Dispatch Center**
 Customer Site ID: **DECIFIBER - CIRDC/MSC Tower**
 Service Term: **20 years**
 Service Activation Date: **To be determined**

City of Decatur Illinois	Customer
City of Decatur Information Technology Dept. City of Decatur Illinois 1 Gary K. Anderson Plaza Decatur, Illinois 62523-1196 Phone: (217)-424-2703 IT_Staff@decaturil.gov	Johnathan Thomas Central Illinois Regional Dispatch Center 141 S Main St, Suite 810 Decatur, Illinois 62523 Phone: (217)424-1002 jthomas@cirdc.org

Billing Information	Same As Above
Billing Contact	Jonathan Thomas
Billing Address 1	141 S Main St
Billing Address 2	Suite 810
Billing City, St, ZIP	Decatur, Illinois 62523
Billing Phone	(217)424-1002
Billing Contact e-mail	jthomas@cirdc.org

Non-Recurring Charge - One Time Charges	Unit Cost	Quantity	Extended Cost
2 Fibers (9 Fiber Miles) IRU from LEC to MSC Tower Building	\$1,000.00	9.0	\$ 9,000.00
Fiber Splicing and Tower Termination	\$990.00	1	\$ 990.00
Total One Time Charges			\$ 9,990.00

Annual Recurring Charge	Unit Cost	Quantity	Extended Cost
Ongoing Fiber Maintenance per Fiber Mile	\$36.00	9.0	\$ 324.00
			\$ -
Total Recurring Charges			\$324.00

TOTAL THIS SERVICE ORDER- \$10,314.00

This service order and it's reoccurring charges are subject to terms and conditions of the Indefeasible Right Of Use ("IRU") agrrement currently in place between Customer and the City of Decatur. The Service Order may, from time to time, be modified at the Customer's written request and upon approval of the City of Decatur. In the event of a conflict between the IRU and this Service Order, this Service Order shall have precedence over the IRU agreement.

The City of Decatur will bill Customer for the Non-Recurring one time charge imeadiately after execution of the associated IRU Agreement.

The City of Decatur will commence annual billing of the Annual Recurring Charges after customer acceptance of the fiber which becomes the Service Activation Date. Customer will receive service once maintenance billing starts.

By signing below, you certify that you are authorized to sign on behalf of Customer and that Customer agrees to be bound by the terms and conditions contained herein.

Please note: This is not an invoice. You will be invoiced by the City of Decatur separately. This quote is valid until 3/1/2020

#82-2444977 _____ Customer Acceptance
 Customer FEIN (##-#####) _____ Billing Start Date For Non Reoccurring Charges

Johnathan D. Thomas _____ Executive Director
 Print Customer Representative Name _____ Title

 Customer Representative Signature _____ Date

 Print City of Decatur Representative Name _____ Title

 City of Decatur Representative Signature _____ Date

SUBJECT: Ordinance Annexing Territory Entirely Surrounded by the City Limits-Lot South of 389 W. Grove Rd.

ATTACHMENTS:

Description	Type
2020-02 City Council Memorandum	Cover Memo
Ordinance Annexing Territory Entirely Surrounded by the City Limits-Lot South of 389 West Grove Road	Ordinance

**CITY COUNCIL MEMORANDUM
NO. 2020-02**

January 27, 2020

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: ANNEXATIONS-COMPLETELY SURROUNDED 60 ACRES OR LESS

RECOMMENDATION: On the Agenda are six separate ordinances annexing twenty-nine total properties that are completely surrounded by City of Decatur boundaries and are sixty (60) acres or less. State statutes provide that property that is completely surrounded and sixty (60) acres or less in size may be annexed by the municipality that surrounds it.

On December 30, 2019, City Council passed Resolutions indicating the City's intent to annex these twenty-nine properties at the February 3, 2020, Council Meeting and authorizing publication of notices in a local newspaper. These notices indicating the City's intent to annex the subject properties was published for all twenty-nine properties on January 8, 2020. Statutory notices were also provided to the taxpayers of record, the owners, the appropriate Township, Fire Protection District, Public Library District, and County officials.

The annexation of these parcels is consistent with the policy previously articulated by the City Council: annex all surrounded parcels and those that are contiguous with a water service agreement in order to increase the census count and eliminate service islands.

Staff recommends approval of the Ordinances.

POTENTIAL OBJECTIONS: There are no known or expected objections, filed at the time of this report.

STAFF REFERENCE: Scot Wrighton, City Manager, at 424-2801.
Wendy Morthland, Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
ENTIRELY SURROUNDED BY THE CITY LIMITS
-LOT SOUTH OF 389 WEST GROVE ROAD -**

WHEREAS, certain unincorporated territory described as follows:

The East ½ of the Northwest ¼ of the Northeast ¼ of Section 34, Township 16, Range 2 East of the 3rd P.M., Situated in Macon County, Illinois; Excepting the Following:

Tract A: The South 355 Feet of the East Half of the Northwest ¼ of the Northeast ¼ of Said Section 34, Township 16, Range 2 East.

Tract B: The East 462 Feet of the North 300 Feet of the East Half of the Northwest ¼ of the Northeast ¼ of Said Section 34, Township 16, Range 2 East and the West 194 Feet of the North 150 Feet of the East Half of the Northwest ¼ of the Northeast ¼ of Said Section 34, Township 16, Range 2 East; and,

is wholly bounded and surrounded by the boundaries of the City of Decatur; and,

WHEREAS, such territory is less than sixty (60) acres in area; and,

WHEREAS, the Council finds that such territory should be annexed to the City of Decatur, Illinois; and,

WHEREAS, notice of the contemplated annexation of said territory has been given as provided by law as set forth in Exhibit A.

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

Section 1. That the annexation of said territory described territory described as follows:

The East ½ of the Northwest ¼ of the Northeast ¼ of Section 34, Township 16, Range 2 East of the 3rd P.M., Situated in Macon County, Illinois; Excepting the Following:

Tract A: The South 355 Feet of the East Half of the Northwest ¼ of the Northeast ¼ of Said Section 34, Township 16, Range 2 East.

Tract B: The East 462 Feet of the North 300 Feet of the East Half of the Northwest ¼ of the Northeast ¼ of Said Section 34, Township 16, Range 2 East and the West 194 Feet of the North 150 Feet of the East Half of the Northwest ¼ of the Northeast ¼ of Said Section 34, Township 16, Range 2 East; and,

along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be and the same is hereby, approved.

Section 2. That said territory herein described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same is hereby, annexed to and 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 and marked Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk cause certified copies of this Ordinance to be respectively filed with the Postmaster of Decatur, Illinois and the Macon County Clerk and recorded by the Recorder's Office of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of February, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

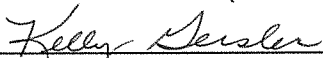
ANGELA HARPER, DEPUTY CITY CLERK

AFFIDAVIT OF NOTICE OF INTENT TO TAXPAYERS

STATE OF ILLINOIS)
)
COUNTY OF MACON)

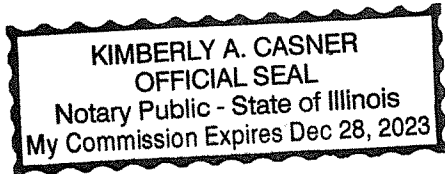
Kelly Geisler states that notice to the taxpayers of record was given of the pending action to be taken on an Ordinance annexing certain surrounded territory, in compliance with the provisions of Section 5/7-1-13 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-13), by serving a notice by certified mail, postage paid, or by personal service to the names and addresses set forth below. The notices were mailed or served more than fifteen (15) days prior to February 3, 2020, the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

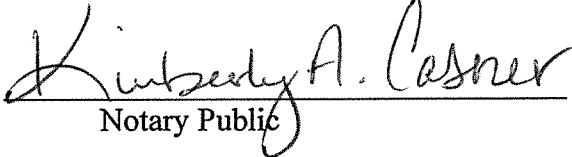
Illini Investors Fund LLC, Agent: Timothy Dowd, 6247 Kingbird Manor Drive, Lithia FL
33547



Kelly Geisler

Subscribed and sworn to before me this 27th day of January, 2020.





Notary Public

EXHIBIT A

AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)
)
COUNTY OF MACON)

Kelly Geisler states that she gave notice of the pending action to be taken on an Ordinance annexing certain surrounded territory lying within South Wheatland Township, the South Wheatland Fire Protection District, the South Macon Public Library District and to the Corporate Authorities of the the County of Macon, Illinois, in compliance with the provisions of Section 5/7-1-1 et. seq. of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1 et. seq.), by sending notice by certified mail, postage paid, to each of the Board of South Wheatland Township Trustees, the South Wheatland Township Supervisor, the South Wheatland Township Clerk and the South Wheatland Township Commissioner of Highways, the Trustees of the South Wheatland Fire Protection District, the Trustees of the South Macon Public Library District and the Board Members of the Macon County, Illinois Board, as set forth below. All notices were mailed on the 2nd day of January, 2020, by this Affiant, at Decatur, Illinois, being more than ten (10) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

SOUTH WHEATLAND TOWNSHIP:

John Drayton, 3135 Turpin Rd., Decatur, IL 62522
Gary Hutchens, 945 Tohill Rd., Decatur, IL 62521
Kathy Isome, P.O. Box 167, Elwin, IL 62532
Eugene Coit, 3213 S. Wheatland Rd., Decatur, IL 62521
Mike D. Doss, 3435 S. Taylor Rd., Decatur, IL 62521
Cary Hise, 5058 Pinkston Rd., Decatur, IL 62521
Dennis Morris, 2285 Deer Run Ct., Decatur, IL 62522
Jerrold Stocks, Attorney at Law, 225 N. Water St., P.O. Box 1760, Decatur, IL 62525-1760

SOUTH MACON LIBRARY:

Debbie Herbert, 2517 E. Walker Rd., Macon, IL 62544
Anna Jesse, 156 W. Andrews St., Macon, IL 62544
Susan Strahle, 21 N. Shaw Ct., Macon, IL 62544
Tami Long, 393 W. Glenn St., Macon, IL 62544
Donna Hayes, 355 E. Cook St., Macon, IL 62544
Linda Wiles, 325 S. Wiles St., Macon, IL 62544
Ed Flynn, Attorney at Law, 225 N. Water St., Suite 200, P.O. Box 1760, Decatur, IL 62525-1760

SOUTH WHEATLAND FIRE PROTECTION DISTRICT:

Tom Williams, Fire Chief, 4160 Mt. Auburn Rd., Decatur, IL 62521
David Sadowski, 2191 Crossroads Rd., Decatur, IL 62521
Sidney E. Duffer, Jr., 6960 Mt. Auburn Rd., Decatur, IL 62521
Josh Sapp, 3315 Ferris Dr., Decatur, IL 62521
Christopher Siudyla, Attorney at Law, 132 S. Water St., Suite 610, Decatur, IL 62523


MACON COUNTY BOARD:

Kevin R. Greenfield, 3205 S. Point Pleasant Rd., Decatur, IL 62521
Debra Kraft, 9817 Nevada Rd., Blue Mound, IL 62513
Kevin Bird, 3110 N. Westlawn Ave., Decatur, IL 62526
Matthew E. Brown, 3635 Pleasant View Ct., Decatur, IL 62526
Helena Buckner, 916 E. Cantrell St., Decatur, IL 62521
Patricia K. Cox, 4311 Andrews St. Rd., Macon IL 62544
Patricia Dawson, 3459 Plover Dr., Decatur, IL 62526
David M. Drobisch, 66 Green Oak Dr., Decatur, IL 62526
James A. Gresham, 240 Southmoreland Pl., Decatur, IL 62521
Phillip J. Hogan, 4230 85th St., Dalton City, IL 61925
Lloyd R. Holman, 2015 Evandale Dr., Decatur, IL 62526
John D. Jackson, 3475 Hopewell Rd., Dalton City, IL 61925
Rachel Joy, 520 N. Virginia Ave., Decatur, IL 62522
Linda Little, 1413 W. Sunset Ave., Decatur, IL 62522
Gregory A. Mattingley, 2271 Kenwood Ct., Decatur, IL 62526
Grant Noland, 2502 Midiron Dr., Decatur, IL 62521
William Oliver, 535 Cantrell Hts., Decatur, IL 62521
Bryan E. Smith, 3569 Redlich Dr., Decatur, IL 62521
Verzell Taylor, 1245 N. Pine St., Decatur, IL 62522
Laura Zimmerman, 403 N. Oakcrest Ave., Decatur, IL 62522
Michael B. Baggett, Assistant State's Attorney, State's Attorney's Office, 253 E. Wood St.,
Decatur, IL 62523



Kelly Geisler

Subscribed and sworn to before me this 2nd day of January, 2020.



Jill L. Crawford
Notary Public

THE HERALD & REVIEW
601 E William St
Decatur, IL 62523-1142
Ph: 800-453-2527

STATE OF ILLINOIS
COUNTY OF MACON } SS:
CITY OF DECATUR

CITY OF DECATUR-Geisler
Kelly Geisler
1 GARY K ANDERSON PZ
DECATUR IL 62523

ORDER NUMBER 69921

LEE ENTERPRISES, INC hereby certifies that it is now and has been for more than one year continuously, d/b/a Herald & Review, a daily secular newspaper of general circulation in said County, published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that the Herald & Review is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

69921
NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on February 3, 2020, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 1 tract of property totaling approximately 10.7 acres and being more commonly known as Lot South of 389 West Grove Road (PIN 17-12-34-206-023), is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 34, Township 16, Range 2 East of the 3rd P.M., Situated in Macon County, Illinois; Excepting the Following:

Tract A: The South 355 Feet of the East Half of the Northwest 1/4 of the Northeast 1/4 of Said Section 34, Township 16, Range 2 East.

Tract B: The East 462 Feet of the North 300 Feet of the East Half of the Northwest 1/4 of the Northeast 1/4 of Said Section 34, Township 16, Range 2 East and the West 194 Feet of the North 150 Feet of the East Half of the Northwest 1/4 of the Northeast 1/4 of Said Section 34, Township 16, Range 2 East.

DATED this 30th day of December, 2019

Angela M. Harper
DEPUTY CITY CLERK
CITY OF DECATUR, ILLINOIS

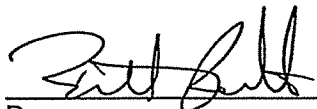
Section: Legals

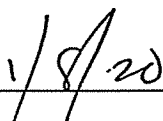
Category: 0991 Legal Inside

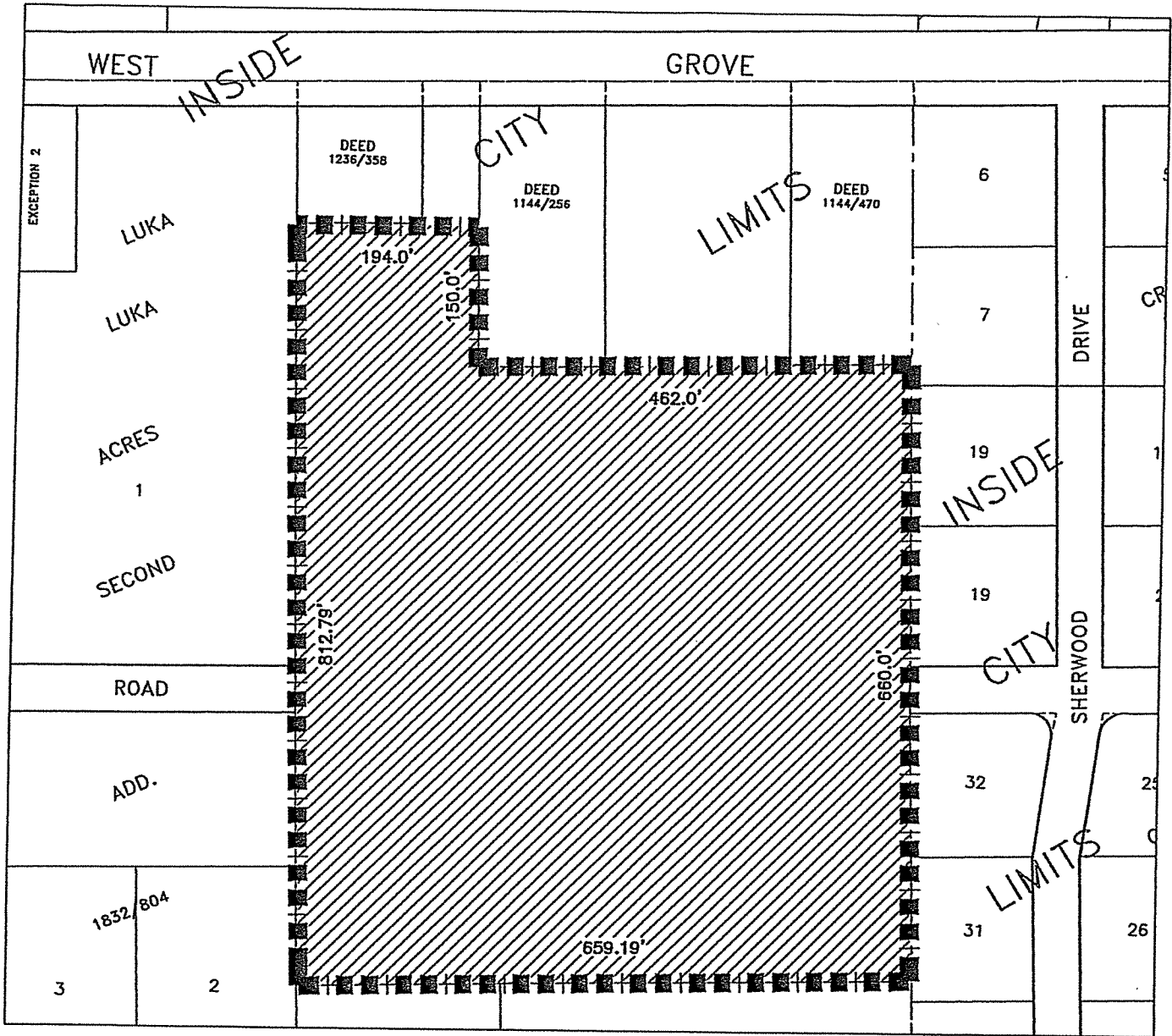
PUBLISHED ON: 01/08/2020

TOTAL AD COST: 83.22

FILED ON: 1/8/2020


By _____

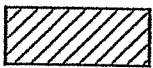

Date _____



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

Lot South of 389 W Grove Rd Plat

PIN# 12-34-206-023



indicates territory annexed



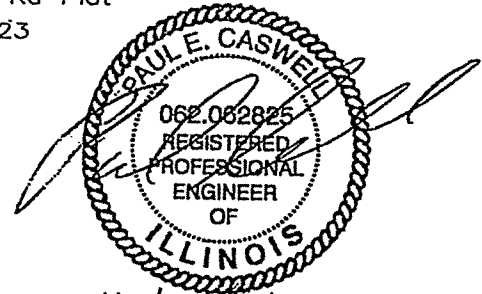
indicates existing corporate limits

10.7± acres

AREA 0.017± sq. miles

0.0± lin. ft. of public road

SOUTH WHEATLAND township



12/11/2019
 City Engineer - DECATUR, ILLINOIS
 ILLINOIS PROFESSIONAL ENGINEER #062-062825
 LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

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

DEPARTMENT OF PUBLIC WORKS
 DIVISION OF ENGINEERING

SUBJECT: Ordinance Annexing Territory Entirely Surrounded by the City Limits-5464
North Oakland Avenue

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory Entirely Surrounded by the City Limits-5464 North Oakland Avenue	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
ENTIRELY SURROUNDED BY THE CITY LIMITS
-5464 NORTH OAKLAND AVENUE-**

WHEREAS, certain unincorporated territory described as follows:

One square acre of land in the Northwest corner of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 22, Township 17 North, Range 2 East of the 3rd P.M., more particularly described as: beginning at the Northwest corner of the Southwest ¼ of the Northwest ¼ of Section 22, Township 17 North, Range 2 East of the 3rd P.M., thence East 208.71 feet, thence South 208.71 feet, thence West 208.71 feet, thence North 208.71 feet to the point of beginning. (Except coal and other minerals previously reserved or conveyed and the right to mine and remove the same). Situated in Macon County, Illinois; and,

is wholly bounded and surrounded by the boundaries of the City of Decatur; and,

WHEREAS, such territory is less than sixty (60) acres in area; and,

WHEREAS, the Council finds that such territory should be annexed to the City of Decatur, Illinois; and,

WHEREAS, notice of the contemplated annexation of said territory has been given as provided by law as set forth in Exhibit A.

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

Section 1. That the annexation of said territory described territory described as follows:

One square acre of land in the Northwest corner of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 22, Township 17 North, Range 2 East of the 3rd P.M., more particularly described as: beginning at the Northwest corner of the Southwest ¼ of the Northwest ¼ of Section 22, Township 17 North, Range 2 East of the 3rd P.M., thence East 208.71 feet, thence South 208.71 feet, thence West 208.71 feet, thence North 208.71 feet to the point of beginning. (Except coal

and other minerals previously reserved or conveyed and the right to mine and remove the same). Situated in Macon County, Illinois; and, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be and the same is hereby, approved.

Section 2. That said territory herein described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same is hereby, annexed to and 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 and marked Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk cause certified copies of this Ordinance to be respectively filed with the Postmaster of Decatur, Illinois and the Macon County Clerk and recorded by the Recorder's Office of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of February, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

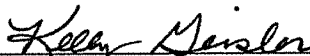
ANGELA HARPER, DEPUTY CITY CLERK

AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)
)
COUNTY OF MACON)

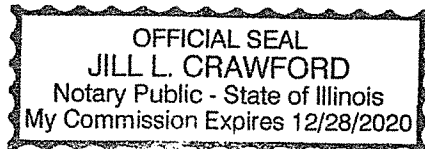
Kelly Geisler states that she gave notice to the taxpayers of record of the pending action to be taken on an Ordinance annexing certain surrounded territory, in compliance with the provisions of Section 5/7-1-13 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-13), by sending a notice by certified mail, postage paid, to the names and addresses set forth below. All notices were mailed on the 31st day of December, 2019, by this Affiant, at Decatur, Illinois, being more than fifteen (15) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

Larry D. Baker and Angee G. Baker, Co-Trustees of the AGB Trust, 5464 N. Oakland Avenue, Decatur, IL 62526
Larry D. Baker & Angee G. Baker, Trustees, 5464 N. Oakland Avenue, Forsyth, IL 62535



Kelly Geisler

Subscribed and sworn to before me this 31st day of December, 2019.





Notary Public

AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)
)
COUNTY OF MACON)

Kelly Geisler states that she gave notice of the pending action to be taken on an Ordinance annexing certain surrounded territory lying within Hickory Point Township, the Hickory Point Fire Protection District, the Maroa Public Library District and to the Corporate Authorities of the County of Macon, Illinois , in compliance with the provisions of Section 5/7-1-1 et. seq. of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1 et. seq.), by sending a notice by certified mail, postage paid, to each of the Board of Hickory Point Township Trustees, the Hickory Point Township Supervisor, the Hickory Point Township Clerk and the Hickory Point Township Commissioner of Highways, the Trustees of the Hickory Point Fire Protection District, the Trustees of the Maroa Public Library District and the Board Members of the Macon County, Illinois Board, as set forth below. All notices were mailed on the 2nd day of January, 2020, by this Affiant, at Decatur, Illinois, being more than ten (10) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

HICKORY POINT TOWNSHIP:

- Eugene A. Garver, 1225 W. Ash Ave., Decatur, IL 62526
- William R. Booker, 4681 N. Taylor Ave., Decatur, IL 62526
- Brian T. Hickey, 4160 McClain Dr., Decatur, IL 62526
- Brandon E. Janvrin, 429 S. Washington St., Forsyth, IL 62535
- Kevin L. Bird, 3110 N. Westlawn Ave., Decatur, IL 62526
- John F. Piraino, 520 W. Buckingham Dr., Decatur, IL 62526
- Steven L. Hamilton, 445 Southampton Dr., Decatur, IL 62526
- James V. Dubbelde, 4091 N. Sunderland Dr., Decatur, IL 62526
- Hughes, Tenney & Postlewait LLC, Attorney Carl Tenney, 240 S. Main St., Suite 200, Decatur, IL 62523

HICKORY POINT FIRE PROTECTION DISTRICT:

- Tim McQuality, 181 E. Cox St., Forsyth, IL 62535
- Jim Hoback, 225 Shadow Ridge Ct., Forsyth, IL 62535
- William Voorhees, 693 Jacobs Way, Forsyth, IL 62535
- Christopher Siudyla, Attorney at Law, 132 S. Water St., Suite 610, Decatur, IL 62523


MAROA PUBLIC LIBRARY DISTRICT:

- Angela Foulke, 957 E. Hampshire Rd., Maroa, IL 61756
- Mason Ricketts, 402 W. Jackson St., Maroa, IL 61756
- Carmen Hatton, 327 N. Locust St., Maroa, IL 61756
- Amber Scott, 121 S. Walnut St., Maroa, IL 61756
- Audra Newton, 109 N. Maple St., Maroa, IL 61756
- Tony Norton, P.O. Box 647, Maroa, IL 61756
- Lindsey Hanes, 303 N. Sycamore St., Maroa, IL 61756

Carrie Russell, 1755 W. Hampshire Rd., Maroa, IL 61756
Phillip Lenzini, Attorney at Law, 310 SW Adams St., Suite 700, Peoria, IL 61602-1574

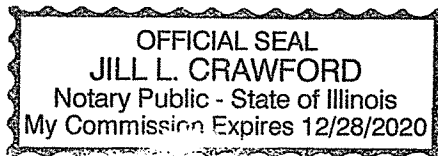
MACON COUNTY BOARD:

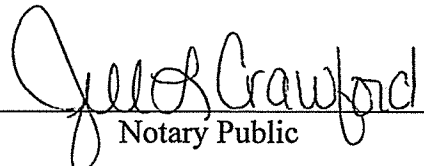
Kevin R. Greenfield, 3205 S. Point Pleasant Rd., Decatur, IL 62521
Debra Kraft, 9817 Nevada Rd., Blue Mound, IL 62513
Kevin Bird, 3110 N. Westlawn Ave., Decatur, IL 62526
Matthew E. Brown, 3635 Pleasant View Ct., Decatur, IL 62526
Helena Buckner, 916 E. Cantrell St., Decatur, IL 62521
Patricia K. Cox, 4311 Andrews St. Rd., Macon IL 62544
Patricia Dawson, 3459 Plover Dr., Decatur, IL 62526
David M. Drobisch, 66 Green Oak Dr., Decatur, IL 62526
James A. Gresham, 240 Southmoreland Pl., Decatur, IL 62521
Phillip J. Hogan, 4230 85th St., Dalton City, IL 61925
Lloyd R. Holman, 2015 Evandale Dr., Decatur, IL 62526
John D. Jackson, 3475 Hopewell Rd., Dalton City, IL 61925
Rachel Joy, 520 N. Virginia Ave., Decatur, IL 62522
Linda Little, 1413 W. Sunset Ave., Decatur, IL 62522
Gregory A. Mattingley, 2271 Kenwood Ct., Decatur, IL 62526
Grant Noland, 2502 Midiron Dr., Decatur, IL 62521
William Oliver, 535 Cantrell Hts., Decatur, IL 62521
Bryan E. Smith, 3569 Redlich Dr., Decatur, IL 62521
Verzell Taylor, 1245 N. Pine St., Decatur, IL 62522
Laura Zimmerman, 403 N. Oakcrest Ave., Decatur, IL 62522
Michael B. Baggett, Assistant State's Attorney, State's Attorney's Office, 253 E. Wood St.,
Decatur, IL 62523



Kelly Geisler

Subscribed and sworn to before me this 2nd day of January, 2020.





Notary Public

*** Proof of Publication ***

THE HERALD & REVIEW
601 E William St
Decatur, IL 62523-1142
Ph: 800-453-2527

STATE OF ILLINOIS } SS:
COUNTY OF MACON
CITY OF DECATUR

CITY OF DECATUR-Geisler
Kelly Geisler
1 GARY K ANDERSON PZ
DECATUR IL 62523

ORDER NUMBER 69922

LEE ENTERPRISES, INC hereby certifies that it is now and has been for more than one year continuously, d/b/a Herald & Review, a daily secular newspaper of general circulation in said County, published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that the Herald & Review is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

69922
NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on February 3, 2020, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 1 tract of property totaling approximately 1.0 acre and being more commonly known as 5464 North Oakland Avenue (PIN 07-07-22-151-001), is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

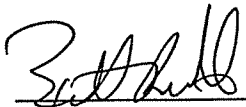
One square acre of land in the Northwest corner of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 22, Township 17 North, Range 2 East of the 3rd P.M., more particularly described as: beginning at the Northwest corner of the Southwest ¼ of the Northwest ¼ of Section 22, Township 17 North, Range 2 East of the 3rd P.M., thence East 208.71 feet, thence South 208.71 feet, thence West 208.71 feet, thence North 208.71 feet to the point of beginning. (Except coal and other minerals previously reserved or conveyed and the right to mine and remove the same). Situated in Macon County, Illinois.

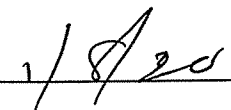
DATED this 30th day of December, 2019.

Angela M. Harper
DEPUTY CITY CLERK
CITY OF DECATUR, ILLINOIS

Section: Legals
Category: 0991 Legal Inside
PUBLISHED ON: 01/08/2020



TOTAL AD COST: 83.22
FILED ON: 1/8/2020

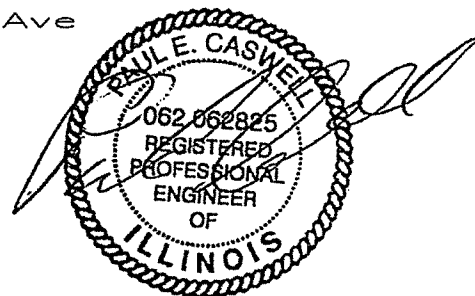

By _____


Date _____



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
 5464 N Oakland Ave
 PIN# 07-22-151-001

-  indicates territory annexed
-  indicates existing corporate limits
- 1.0± acres
- AREA 0.001± sq. miles
- 0.0± lin. ft. of public road
- HICKORY POINT township



12/11/2019

City Engineer - DECATUR, ILLINOIS
 ILLINOIS PROFESSIONAL ENGINEER #062-062825
 LICENSE EXPIRES NOV. 30, 2021

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

DEPARTMENT OF PUBLIC WORKS
 DIVISION OF ENGINEERING

ORDINANCE NO: _____
 DATE: _____

SUBJECT: Ordinance Annexing Territory Entirely Surrounded by the City Limits-3820 East Garfield Avenue

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory Entirely Surrounded by the City Limits-3820 East Garfield Avenue	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
ENTIRELY SURROUNDED BY THE CITY LIMITS
-3820 EAST GARFIELD AVENUE-**

WHEREAS, certain unincorporated territory described as follows:

The West 60 Feet of Lot 20 of Westlake Third Addition of Outlots to the City of Decatur, as per Plat Recorded in Book 536 Page 66 of the Records in the Recorder's Office of Macon County, Illinois; and,

is wholly bounded and surrounded by the boundaries of the City of Decatur; and,

WHEREAS, such territory is less than sixty (60) acres in area; and,

WHEREAS, the Council finds that such territory should be annexed to the City of Decatur, Illinois; and,

WHEREAS, notice of the contemplated annexation of said territory has been given as provided by law as set forth in Exhibit A.

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

Section 1. That the annexation of said territory described territory described as follows:

The West 60 Feet of Lot 20 of Westlake Third Addition of Outlots to the City of Decatur, as per Plat Recorded in Book 536 Page 66 of the Records in the Recorder's Office of Macon County, Illinois; and,

along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be and the same is hereby, approved.

Section 2. That said territory herein described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same is hereby, annexed to and 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 and marked Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk cause certified copies of this Ordinance to be respectively filed with the Postmaster of Decatur, Illinois and the Macon County Clerk and recorded by the Recorder's Office of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of February, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

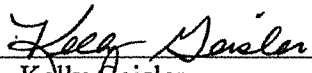
ANGELA HARPER, DEPUTY CITY CLERK

AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)
)
COUNTY OF MACON)

Kelly Geisler states that she gave notice to the taxpayers of record of the pending action to be taken on an Ordinance annexing certain surrounded territory, in compliance with the provisions of Section 5/7-1-13 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-13), by sending a notice by certified mail, postage paid, to the names and addresses set forth below. All notices were mailed on the 31st day of December, 2019, by this Affiant, at Decatur, Illinois, being more than fifteen (15) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

Archer Daniels Midland Company, ATTN: TAX DEPT., P.O. Box 1470, Decatur, IL 62525-9974



Kelly Geisler

Subscribed and sworn to before me this 31st day of December, 2019.





Notary Public

AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)
)
COUNTY OF MACON)

Kelly Geisler states that she gave notice of the pending action to be taken on an Ordinance annexing certain surrounded territory lying within Decatur Township and to the Corporate Authorities of the County of Macon, Illinois , in compliance with the provisions of Section 5/7-1-1 et. seq. of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1 et. seq.), by sending a notice by certified mail, postage paid, to each of the Board of Decatur Township Trustees, the Decatur Township Supervisor, the Decatur Township Clerk and the Decatur Township Commissioner of Highways and the Board Members of the Macon County, Illinois Board, as set forth below. All notices were mailed on the 2nd day of January, 2020, by this Affiant, at Decatur, Illinois, being more than ten (10) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.


DECATUR TOWNSHIP:

Ada B. Owens, Township Clerk, 603 E. Condit St., Decatur, IL 62521
Gary Brennan, Township Highway Commissioner, 1422 E. Prairie St., Decatur, IL 62521
Lisa M. Stanley, Township Supervisor, 1070 N. Dunham Ave., Decatur, IL 62522-1508
Vicki Sheets, Township Assessor, 2227 S. Franklin Street Rd., Decatur, IL 62521
Lori Randle, Trustee, 135 S. Glencoe Ave., Decatur, IL 62522
Amy Nixon Rueff, Trustee, 17 Hill Park, Decatur, IL 62521
David Chumbley, Trustee, 213 N. Westlawn Ave., Decatur, IL 62522
Michael G. Smith, Trustee, 997 W. Packard St., Decatur, IL 62522
Jeffrey R. Jurgens, Attorney at Law, Sorling Northrup, 1 North Old State Capitol Plaza,
Springfield, IL 62705

MACON COUNTY BOARD:

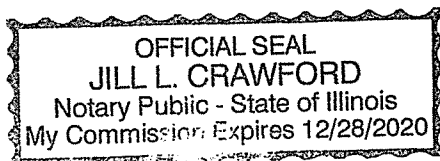
Kevin R. Greenfield, 3205 S. Point Pleasant Rd., Decatur, IL 62521
Debra Kraft, 9817 Nevada Rd., Blue Mound, IL 62513
Kevin Bird, 3110 N. Westlawn Ave., Decatur, IL 62526
Matthew E. Brown, 3635 Pleasant View Ct., Decatur, IL 62526
Helena Buckner, 916 E. Cantrell St., Decatur, IL 62521
Patricia K. Cox, 4311 Andrews St. Rd., Macon IL 62544
Patricia Dawson, 3459 Plover Dr., Decatur, IL 62526
David M. Drobisch, 66 Green Oak Dr., Decatur, IL 62526
James A. Gresham, 240 Southmoreland Pl., Decatur, IL 62521
Phillip J. Hogan, 4230 85th St., Dalton City, IL 61925
Lloyd R. Holman, 2015 Evandale Dr., Decatur, IL 62526
John D. Jackson, 3475 Hopewell Rd., Dalton City, IL 61925
Rachel Joy, 520 N. Virginia Ave., Decatur, IL 62522
Linda Little, 1413 W. Sunset Ave., Decatur, IL 62522


Gregory A. Mattingley, 2271 Kenwood Ct., Decatur, IL 62526
Grant Noland, 2502 Midiron Dr., Decatur, IL 62521
William Oliver, 535 Cantrell Hts., Decatur, IL 62521
Bryan E. Smith, 3569 Redlich Dr., Decatur, IL 62521
Verzell Taylor, 1245 N. Pine St., Decatur, IL 62522
Laura Zimmerman, 403 N. Oakcrest Ave., Decatur, IL 62522
Michael B. Baggett, Assistant State's Attorney, State's Attorney's Office, 253 E. Wood St.,
Decatur, IL 62523



Kelly Geisler

Subscribed and sworn to before me this 2nd day of January, 2020.





Notary Public

*** Proof of Publication ***

THE HERALD & REVIEW
601 E William St
Decatur, IL 62523-1142
Ph: 800-453-2527

STATE OF ILLINOIS
COUNTY OF MACON } SS:
CITY OF DECATUR

CITY OF DECATUR-Geisler
Kelly Geisler
1 GARY K ANDERSON PZ
DECATUR IL 62523

ORDER NUMBER 69924

LEE ENTERPRISES, INC hereby certifies that it is now and has been for more than one year continuously, d/b/a Herald & Review, a daily secular newspaper of general circulation in said County, published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that the Herald & Review is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

69924
NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on February 3, 2020, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 1 tract of property totaling approximately 0.2 acre and being more commonly known as 3820 East Garfield Avenue (PIN 04-13-06-479-010), is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

The West 60 Feet of Lot 20 of Westlake Third Addition of Outlots to the City of Decatur, as per Plat Recorded in Book 536 Page 66 of the Records in the Recorder's Office of Macon County, Illinois.

DATED this 30th day of December, 2019.

Angela M. Harper
DEPUTY CITY CLERK
CITY OF DECATUR, ILLINOIS


Section: Legals

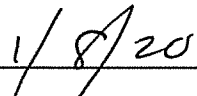
Category: 0991 Legal Inside

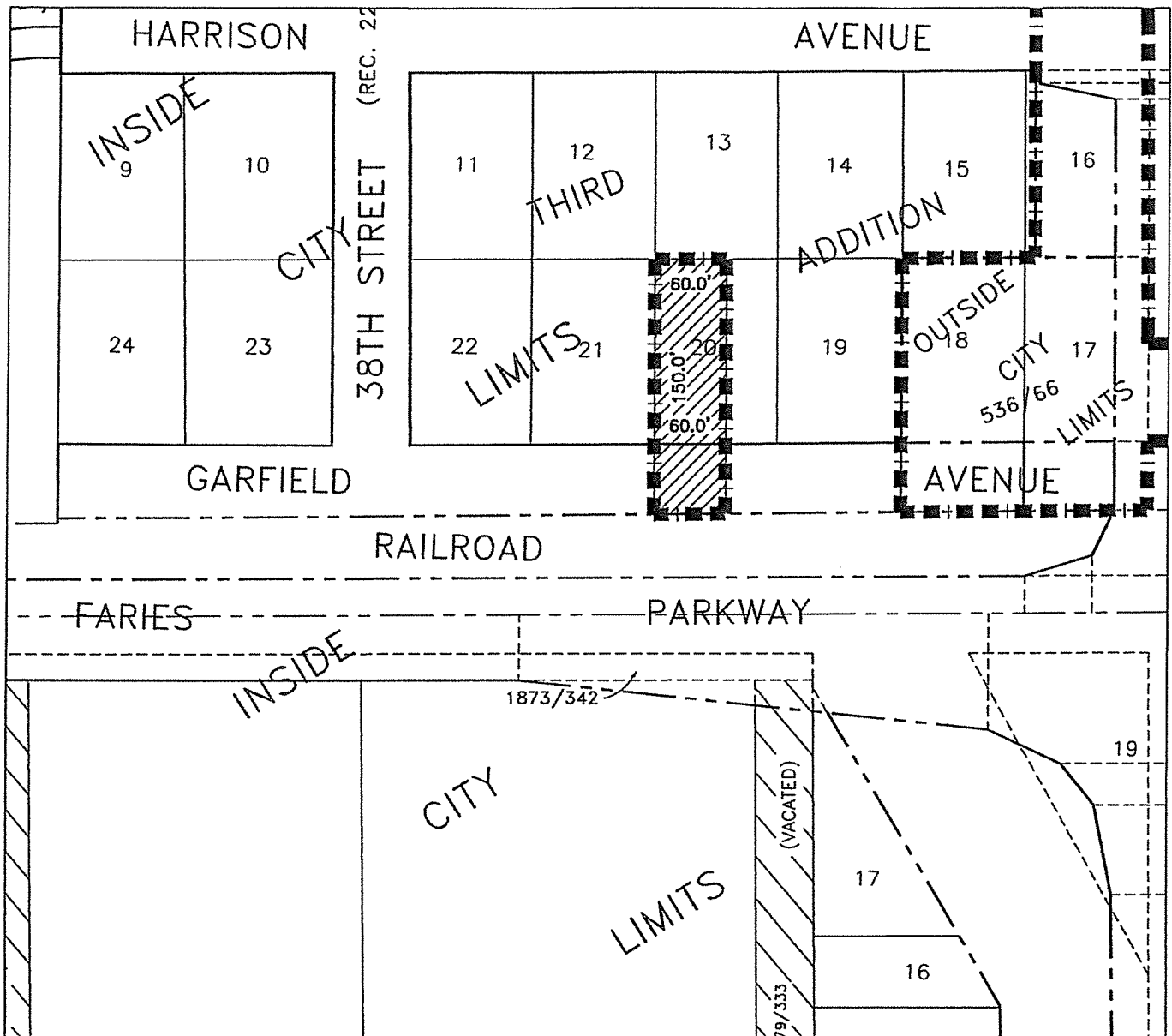
PUBLISHED ON: 01/08/2020

TOTAL AD COST: 64.24

FILED ON: 1/8/2020


By _____


Date _____



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

3820 E Garfield Ave.

PIN# 13-06-479-010



indicates territory annexed



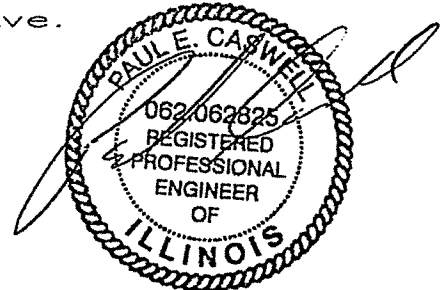
indicates existing corporate limits

0.20± acres

AREA 0.0003± sq. miles

60.0± lin. ft. of public road

DECATUR township



12/11/2019

City Engineer - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-062825
LICENSE EXPIRES NOV. 30, 2020

ORDINANCE NO: _____

DATE: _____

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

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

SUBJECT: Ordinance Annexing Territory Entirely Surrounded by the City Limits-Lot 23 Feet East of 4140 East Hickory Street, Lot North of 1285 Nickey Avenue

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory Entirely Surrounded by the City Limits-Lot 23 Feet East of 4140 East Hickory Street, Lot North of 1285 Nickey Avenue	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
ENTIRELY SURROUNDED BY THE CITY LIMITS
LOT 23 FEET EAST OF 4140 EAST HICKORY STREET
-LOT NORTH OF 1285 NICKEY AVENUE-**

WHEREAS, certain unincorporated territory described on Exhibit A attached hereto and hereby made a part hereof is wholly bounded and surrounded by the boundaries of the City of Decatur; and,

WHEREAS, such territory is less than sixty (60) acres in area; and,

WHEREAS, the Council finds that such territory should be annexed to the City of Decatur, Illinois; and,

WHEREAS, notice of the contemplated annexation of said territory has been given as provided by law as set forth in Exhibit B.

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

Section 1. That the annexation of said territory described on Exhibit A attached hereto and hereby made a part hereof, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be and the same is hereby, approved.

Section 2. That said territory herein described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same is hereby, annexed to and 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 and marked Exhibit C and hereby made a part hereof.

Section 4. That the City Clerk cause certified copies of this Ordinance to be respectively filed with the Postmaster of Decatur, Illinois and the Macon County Clerk and recorded by the Recorder's Office of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of February, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

ANGELA HARPER, DEPUTY CITY CLERK

LEGAL DESCRIPTION
LOT 23 FEET EAST OF 4140 EAST HICKORY STREET
-LOT NORTH OF 1285 NICKEY AVENUE-

Tract A

Lots 21, 22, 23, 24 of L. Cladis First Addition, as per plat recorded in book 536 page 113 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as Lot 23 feet East of 4140 East Hickory Street, PIN 04-13-08-176-018; and also,

Tract B

Lot Ten (10) of Moses A. Nickey's 2nd Shore Acres Addition to the City of Decatur, As per plat recorded in book 536 page 6 of the Records in the Recorder's Office of Macon County, Illinois. Commonly known as Lot North of 1285 Nickey Avenue, PIN 04-13-08-177-021.


EXHIBIT A

AFFIDAVIT OF NOTICE OF INTENT TO TAXPAYERS

STATE OF ILLINOIS)
)
COUNTY OF MACON)

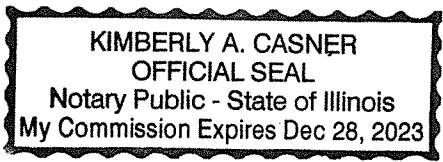
Kelly Geisler states that notice to the taxpayers of record was given of the pending action to be taken on an Ordinance annexing certain surrounded territory, in compliance with the provisions of Section 5/7-1-13 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-13), by serving a notice by certified mail, postage paid, or by personal service to the names and addresses set forth below. The notices were mailed or served more than fifteen (15) days prior to February 3, 2020, the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

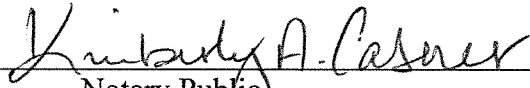
Richard D. Blades and Pamela S. Blades, 7991 Bentonville Road, Decatur, IL 62550
Walter Chambers and Kathy Chambers, 1285 Nickey Avenue, Decatur, IL 62526



Kelly Geisler

Subscribed and sworn to before me this 27th day of January, 2020.





Notary Public

AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)
)
COUNTY OF MACON)

Kelly Geisler states that she gave notice of the pending action to be taken on an Ordinance annexing certain surrounded territory lying within Decatur Township and to the Corporate Authorities of the County of Macon, Illinois , in compliance with the provisions of Section 5/7-1-1 et. seq. of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1 et. seq.), by sending a notice by certified mail, postage paid, to each of the Board of Decatur Township Trustees, the Decatur Township Supervisor, the Decatur Township Clerk and the Decatur Township Commissioner of Highways and the Board Members of the Macon County, Illinois Board, as set forth below. All notices were mailed on the 2nd day of January, 2020, by this Affiant, at Decatur, Illinois, being more than ten (10) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.


DECATUR TOWNSHIP:

- Ada B. Owens, Township Clerk, 603 E. Condit St., Decatur, IL 62521
- Gary Brennan, Township Highway Commissioner, 1422 E. Prairie St., Decatur, IL 62521
- Lisa M. Stanley, Township Supervisor, 1070 N. Dunham Ave., Decatur, IL 62522-1508
- Vicki Sheets, Township Assessor, 2227 S. Franklin Street Rd., Decatur, IL 62521
- Lori Randle, Trustee, 135 S. Glencoe Ave., Decatur, IL 62522
- Amy Nixon Rueff, Trustee, 17 Hill Park, Decatur, IL 62521
- David Chumbley, Trustee, 213 N. Westlawn Ave., Decatur, IL 62522
- Michael G. Smith, Trustee, 997 W. Packard St., Decatur, IL 62522
- Jeffrey R. Jurgens, Attorney at Law, Sorling Northrup, 1 North Old State Capitol Plaza, Springfield, IL 62705

MACON COUNTY BOARD:

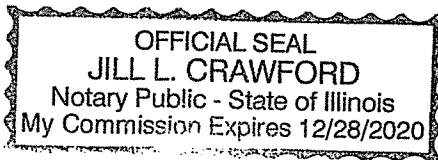
- Kevin R. Greenfield, 3205 S. Point Pleasant Rd., Decatur, IL 62521
- Debra Kraft, 9817 Nevada Rd., Blue Mound, IL 62513
- Kevin Bird, 3110 N. Westlawn Ave., Decatur, IL 62526
- Matthew E. Brown, 3635 Pleasant View Ct., Decatur, IL 62526
- Helena Buckner, 916 E. Cantrell St., Decatur, IL 62521
- Patricia K. Cox, 4311 Andrews St. Rd., Macon IL 62544
- Patricia Dawson, 3459 Plover Dr., Decatur, IL 62526
- David M. Drobisch, 66 Green Oak Dr., Decatur, IL 62526
- James A. Gresham, 240 Southmoreland Pl., Decatur, IL 62521
- Phillip J. Hogan, 4230 85th St., Dalton City, IL 61925
- Lloyd R. Holman, 2015 Evandale Dr., Decatur, IL 62526
- John D. Jackson, 3475 Hopewell Rd., Dalton City, IL 61925
- Rachel Joy, 520 N. Virginia Ave., Decatur, IL 62522
- Linda Little, 1413 W. Sunset Ave., Decatur, IL 62522

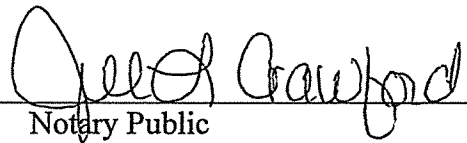
Gregory A. Mattingley, 2271 Kenwood Ct., Decatur, IL 62526
Grant Noland, 2502 Midiron Dr., Decatur, IL 62521
William Oliver, 535 Cantrell Hts., Decatur, IL 62521
Bryan E. Smith, 3569 Redlich Dr., Decatur, IL 62521
Verzell Taylor, 1245 N. Pine St., Decatur, IL 62522
Laura Zimmerman, 403 N. Oakcrest Ave., Decatur, IL 62522
Michael B. Baggett, Assistant State's Attorney, State's Attorney's Office, 253 E. Wood St.,
Decatur, IL 62523



Kelly Geisler

Subscribed and sworn to before me this 2nd day of January, 2020.





Notary Public

*** Proof of Publication ***

THE HERALD & REVIEW
601 E William St
Decatur, IL 62523-1142
Ph: 800-453-2527

STATE OF ILLINOIS } SS:
COUNTY OF MACON
CITY OF DECATUR

CITY OF DECATUR-Geisler
Kelly Geisler
1 GARY K ANDERSON PZ
DECATUR IL 62523

ORDER NUMBER 69923

LEE ENTERPRISES, INC hereby certifies that it is now and has been for more than one year continuously, d/b/a Herald & Review, a daily secular newspaper of general circulation in said County, published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that the Herald & Review is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

69923
NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on February 3, 2020, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 2 tracts of property totaling approximately 1.0 acre and is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

Tract A
Lots 21, 22, 23, 24 of L. Cladis First Addition, as per plat recorded in book 536 page 113 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as Lot 23 feet East of 4140 East Hickory Street, PIN 04-13-08-176-018; and also,

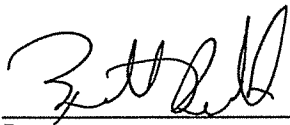
Tract B
Lot Ten (10) of Moses A. Nickey's 2nd Shore Acres Addition to the City of Decatur, As per plat recorded in book 536 page 6 of the Recorder's Office of Macon County, Illinois. Commonly known as Lot North of 1285 Nickey Avenue, PIN 04-13-08-177-021.

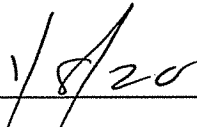
DATED this 30th day of December, 2019.

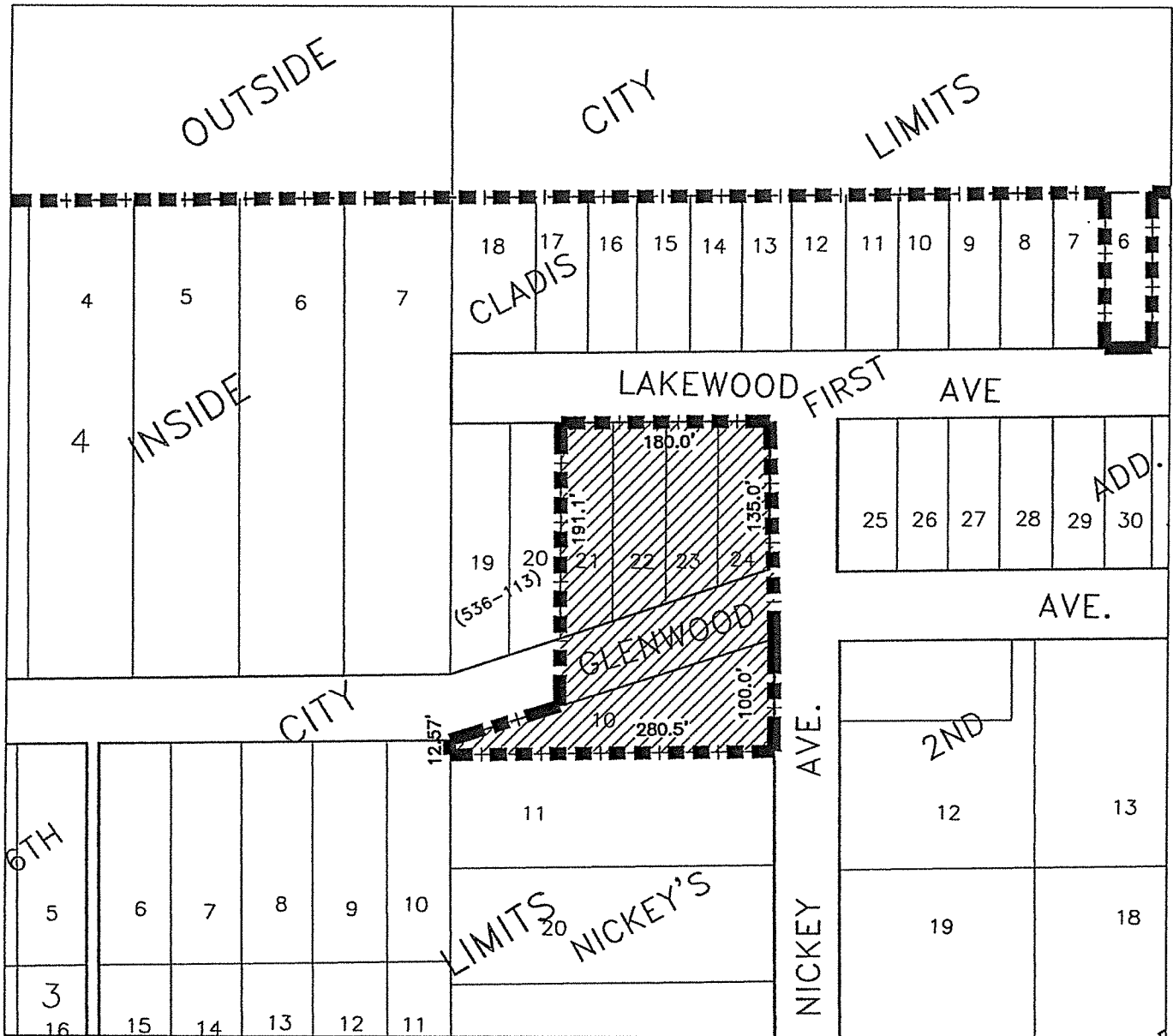
Angela M. Harper
DEPUTY CITY CLERK
CITY OF DECATUR, ILLINOIS

Section: Legals
Category: 0991 Legal Inside
PUBLISHED ON: 01/08/2020

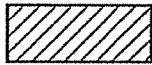

TOTAL AD COST: 78.84
FILED ON: 1/8/2020

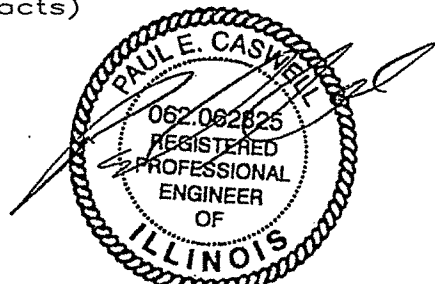

By _____


Date _____



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
NW 8-16-3 Plat (2 Tracts)

-  indicates territory annexed
-  indicates existing corporate limits
- 1.0± acres
- AREA 0.002± sq. miles
- 188.5± lin. ft. of public road
- DECATUR township



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

12/11/2019
City Engineer - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-062825
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

SUBJECT: Ordinance Annexing Territory Entirely Surrounded by the City Limits-North
Moffet Avenue-West Marietta Street-North Moffet Lane

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory Entirely Surrounded by the City Limits-North Moffet Avenue-West Marietta Street- North Moffet Lane	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
ENTIRELY SURROUNDED BY THE CITY LIMITS
-NORTH MOFFET AVENUE-
-WEST MARIETTA STREET-
-NORTH MOFFET LANE AKA MOFFET LANE-**

WHEREAS, certain unincorporated territory described on Exhibit A attached hereto and hereby made a part hereof is wholly bounded and surrounded by the boundaries of the City of Decatur; and,

WHEREAS, such territory is less than sixty (60) acres in area; and,

WHEREAS, the Council finds that such territory should be annexed to the City of Decatur, Illinois; and,

WHEREAS, notice of the contemplated annexation of said territory has been given as provided by law as set forth in Exhibit B.

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

Section 1. That the annexation of said territory described on Exhibit A attached hereto and hereby made a part hereof, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be and the same is hereby, approved.

Section 2. That said territory herein described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same is hereby, annexed to and 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 and marked Exhibit C and hereby made a part hereof.

Section 4. That the City Clerk cause certified copies of this Ordinance to be respectively filed with the Postmaster of Decatur, Illinois and the Macon County Clerk and recorded by the Recorder's Office of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of February, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

ANGELA HARPER, DEPUTY CITY CLERK

LEGAL DESCRIPTION
-NORTH MOFFET AVENUE-
-WEST MARIETTA STREET-
-NORTH MOFFET LANE AKA MOFFET LANE-

Tract A

Lot One (1) of the North West Quarter of the South West Quarter of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., as per Plat recorded in Book 22 Page 386 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as Lot North of 1144 North Moffet Avenue AKA 1186 North Moffet Avenue AKA 1180 North Moffet Avenue, PIN 04-12-08-301-001; and also,

Tract B

Commencing at a point 575 feet North and 20 feet East of the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., thence North 307.13 feet more or less to a point 20 feet East and 6.71 chains South of the Northwest Corner of said Northwest Quarter of the Southwest Quarter of said Section Eight (8), thence East 640 feet, thence South 307.13 feet more or less to a point 575 feet North of the South line of above described 40 acres, thence West to the place of beginning. Commonly known as 1144 North Moffet Avenue, PIN 04-12-08-301-002; and also,

Tract C

Commencing at a point 30 feet North and 20 feet East of the Southwest Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Eight (8) Township Sixteen (16) North Range Two (2) East of the Third Principal Meridian, thence North 545 feet, thence East 640 feet, thence South 136 feet, thence West 213.5 feet, thence South 409 feet, thence West 426.5 feet to the place of beginning, except that part described as follows: Beginning at a point 30 feet North and 341.24 feet East of the Southwest Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 8, Township 16 North, Range 2 East thence North 190 feet, thence East 105.26 feet, thence South 190 feet, thence West 105.26 feet to the point of beginning. Commonly known as 3498 West Marietta Street, PIN 04-12-08-301-003; and also,

Tract D

Lot 2 Doolins Addition. Commonly known as 3224 West Marietta Street, PIN 04-12-08-301-023; and also,

Tract E

Subdivision of the Northwest Quarter (NW ¼) of the Southwest ¼ of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., the East 146.25 feet of the West 806.25 feet of Lot 3, and the North 37.79 feet of the West 226 feet of the East 496.85 feet of Lot 3. Situated in the County of Macon, State of Illinois. Commonly known as 3214 West Marietta Street, PIN 04-12-08-301-019; and also,

Tract F

Part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., Macon County, Ill., said tract being more particularly described as follows: Beginning at a point 377.15 feet West and 30.00 feet North of the Southeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 16 North, Range 2 East of the 3rd P.M., Macon County, Illinois, running thence Westerly for 120.00 feet; thence Northerly for 371.21 feet thence Easterly for 226.00 feet; thence Southerly for 196.21 feet; thence Westerly for 160.00 feet; thence Southerly for 175.00 feet to the point of beginning. Commonly known as 3204 West Marietta Street, PIN 04-12-08-301-018; and also,

Tract G

Commencing at a point 30 feet North and 1,032.75 feet East of the Southwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian, thence East 255.85 feet to a point 30 feet North and 15 feet West of the Southeast Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 8, thence North 211 feet, thence West 255.85 feet, thence South 211 feet to the place of beginning, which is situated in the County of Macon, State of Illinois. Commonly known as 1003 North Moffet Lane AKA 1003 Moffet Lane, PIN 04-12-08-301-016; and also,

Tract H

A tract 99 feet in width off of the full South side of the following described real estate to-wit: Commencing at a point 241 feet North and 1,032.75 feet East of the Southwest Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian, thence East 255.85 feet, thence North 198 feet, thence West 255.85 feet, thence South 198 feet to the place of beginning, which is situated in the County of Macon, in the State of Illinois. Commonly known as 1135 North Moffet Lane, PIN 04-12-08-301-015; and also,

Tract I

A tract 99 feet in width off of the full North side of the following described real estate to-wit: Commencing at a point 241 feet North and 1,032.75 feet East of the Southwest Corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian, thence East 255.85 feet, thence North 198 feet, thence West 255.85 feet, thence South 198 feet to the place of beginning, which is situated in the County of Macon, in the State of Illinois. Commonly known as Lot North of 1135 North Moffet Lane, PIN 04-12-08-301-014; and also,

Tract J

The East 88 feet of the West 165 feet of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of section 8, Township 16 North, Range 2 East of the 3rd P.M. lying North of the Wabash Railroad Right of Way. Commonly known as 3487 West Marietta Street, PIN 04-12-08-351-002.

AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)
)
COUNTY OF MACON)

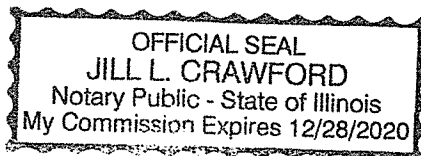
Kelly Geisler states that she gave notice to the taxpayers of record of the pending action to be taken on an Ordinance annexing certain surrounded territory, in compliance with the provisions of Section 5/7-1-13 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-13), by sending a notice by certified mail, postage paid, to the names and addresses set forth below. All notices were mailed on the 31st day of December, 2019, by this Affiant, at Decatur, Illinois, being more than fifteen (15) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

- Hickory Point Bank & Trust, Trust 0848, P.O. Box 2548, Decatur, IL 62525-2548
- Adrienne K. Lynch, 1144 N. Moffet Ave., Decatur, IL 62522
- Michael E. Hammel and Deborah J. Hammel, 3498 W. Marietta St., Decatur, IL 62522
- Jeremy S. Doolin, 3224 W. Marietta St., Decatur, IL 62522
- David L. Trimby and Nancy J. Trimby, 3214 W. Marietta St., Decatur, IL 62522
- Vivian Odaffer and Diana Jordan, 3204 W. Marietta St., Decatur, IL 62522
- Terry A. Ellis and Cheryl L. Ellis, 1003 Moffet Lane, Decatur IL 62522
- Terry Ellis, 1003 Moffet Lane, Decatur, IL 62522
- Kenneth D. Clemons and Vera L. Clemons, 1285 N. Moffet Lane, Decatur, IL 62522
- William A. Nave and Diana D. Nave, 3487 W. Marietta St., Decatur, IL 62522



Kelly Geisler

Subscribed and sworn to before me this 31st day of December, 2019.





Notary Public

AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)
)
COUNTY OF MACON)

Kelly Geisler states that she gave notice of the pending action to be taken on an Ordinance annexing certain surrounded territory lying within Decatur Township, the Harristown Fire Protection District, the Barclay Public Library District and to the Corporate Authorities of the County of Macon, Illinois , in compliance with the provisions of Section 5/7-1-1 et. seq. of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1 et. seq.), by sending a notice by certified mail, postage paid, to each of the Board of Decatur Township Trustees, the Decatur Township Supervisor, the Decatur Township Clerk and the Decatur Township Commissioner of Highways, the Trustees of the Harristown Fire Protection District, the Trustees of the Barclay Public Library District and the Board Members of the Macon County, Illinois Board, as set forth below. All notices were mailed on the 2nd day of January, 2020, by this Affiant, at Decatur, Illinois, being more than ten (10) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

DECATUR TOWNSHIP:

- Ada B. Owens, Township Clerk, 603 E. Condit St., Decatur, IL 62521
- Gary Brennan, Township Highway Commissioner, 1422 E. Prairie St., Decatur, IL 62521
- Lisa M. Stanley, Township Supervisor, 1070 N. Dunham Ave., Decatur, IL 62522-1508
- Vicki Sheets, Township Assessor, 2227 S. Franklin Street Rd., Decatur, IL 62521
- Lori Randle, Trustee, 135 S. Glencoe Ave., Decatur, IL 62522
- Amy Nixon Rueff, Trustee, 17 Hill Park, Decatur, IL 62521
- David Chumbley, Trustee, 213 N. Westlawn Ave., Decatur, IL 62522
- Michael G. Smith, Trustee, 997 W. Packard St., Decatur, IL 62522
- Jeffrey R. Jurgens, Attorney at Law, Sorling Northrup, 1 North Old State Capitol Plaza, Springfield, IL 62705

HARRISTOWN FIRE PROTECTION DISTRICT:

- J. Steven Gambrell, 396 N. Sunnyside Rd., Decatur, IL 62522
- Craig Jones, 5580 Union School Rd., Decatur, IL 62522
- Doris Mabry, 5202 Harristown Blvd., Decatur, IL 62522
- Sidney Duffer, 3963 W. Center St., Decatur, IL 62526
- Darrel F. Parish, 429 Millikin Court, 132 S. Water St., Decatur, IL 62523

BARCLAY PUBLIC LIBRARY DISTRICT:

- Rita Ham, 4540 Needle Rd., Decatur, IL 62526
- Laura Philips, 5 Michelle Dr., Warrensburg, IL 62573
- Kay Mason, 610 E. Fourth St., Latham, IL 62543
- Susan Edie, 222 E. North St., Warrensburg, IL 62573
- Jean Munson, 2140 W. Hickory Point Rd., Decatur, IL 62526

Maria Dent, 190 Hickory Point Ct., Forsyth, IL 62535
Jenny DiMauro, 30 Hickory Point Ct., Forsyth, IL 62535
Lacey Wright, 220 S. Main St., Warrensburg, IL 62573
Ed Flynn, Attorney at Law, 101 S. State St., Ste. 240, Decatur, IL 62523

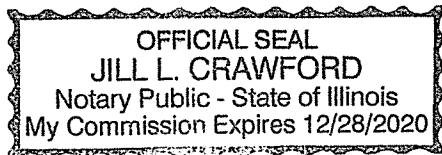
MACON COUNTY BOARD:


Kevin R. Greenfield, 3205 S. Point Pleasant Rd., Decatur, IL 62521
Debra Kraft, 9817 Nevada Rd., Blue Mound, IL 62513
Kevin Bird, 3110 N. Westlawn Ave., Decatur, IL 62526
Matthew E. Brown, 3635 Pleasant View Ct., Decatur, IL 62526
Helena Buckner, 916 E. Cantrell St., Decatur, IL 62521
Patricia K. Cox, 4311 Andrews St. Rd., Macon IL 62544
Patricia Dawson, 3459 Plover Dr., Decatur, IL 62526
David M. Drobisch, 66 Green Oak Dr., Decatur, IL 62526
James A. Gresham, 240 Southmoreland Pl., Decatur, IL 62521
Phillip J. Hogan, 4230 85th St., Dalton City, IL 61925
Lloyd R. Holman, 2015 Evandale Dr., Decatur, IL 62526
John D. Jackson, 3475 Hopewell Rd., Dalton City, IL 61925
Rachel Joy, 520 N. Virginia Ave., Decatur, IL 62522
Linda Little, 1413 W. Sunset Ave., Decatur, IL 62522
Gregory A. Mattingley, 2271 Kenwood Ct., Decatur, IL 62526
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William Oliver, 535 Cantrell Hts., Decatur, IL 62521
Bryan E. Smith, 3569 Redlich Dr., Decatur, IL 62521
Verzell Taylor, 1245 N. Pine St., Decatur, IL 62522
Laura Zimmerman, 403 N. Oakcrest Ave., Decatur, IL 62522
Michael B. Baggett, Assistant State's Attorney, State's Attorney's Office, 253 E. Wood St.,
Decatur, IL 62523



Kelly Geisler

Subscribed and sworn to before me this 2nd day of January, 2020.





Notary Public

*** Proof of Publication ***

THE HERALD & REVIEW
601 E William St
Decatur, IL 62523-1142
Ph: 800-453-2527

STATE OF ILLINOIS
COUNTY OF MACON } SS:
CITY OF DECATUR

CITY OF DECATUR-Geisler
Kelly Geisler
1 GARY K ANDERSON PZ
DECATUR IL 62523

ORDER NUMBER 69925

LEE ENTERPRISES, INC hereby certifies that it is now and has been for more than one year continuously, d/b/a Herald & Review, a daily secular newspaper of general circulation in said County, published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that the Herald & Review is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

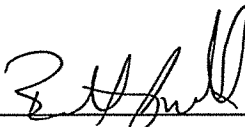
Section: Legals

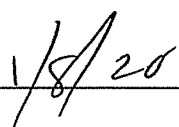
Category: 0991 Legal Inside

PUBLISHED ON: 01/08/2020

TOTAL AD COST: 328.50

FILED ON: 1/8/2020

By  _____

Date  _____

69925
NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on February 3, 2020, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 10 tracts of property totaling approximately 30.56 acres and is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

Tract A
Lot One (1) of the North West Quarter of the South West Quarter of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., as per Plat recorded in Book 22 Page 386 of the records in the Recorder's Office of Macon County, Illinois. Commonly known as Lot North of 1144 North Moffet Avenue AKA 1186 North Moffet Avenue AKA 1180 North Moffet Avenue, PIN 04-12-08-301-001; and also,

Tract B
Commencing at a point 575 feet North and 20 feet East of the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., thence North 307.13 feet more or less to a point 20 feet East and 6.71 chains South of the Northwest Corner of said Northwest Quarter of the Southwest Quarter of said Section Eight (8), thence East 640 feet, thence South 307.13 feet more or less to a point 575 feet North of the South line of above described 40 acres, thence West to the place of beginning. Commonly known as 1144 North Moffet Avenue, PIN 04-12-08-301-002; and also,

Tract C
Commencing at a point 30 feet North and 20 feet East of the Southwest Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Eight (8) Township Sixteen (16) North Range Two (2) East of the Third Principal Meridian, thence North 545 feet, thence East 640 feet, thence South 136 feet, thence West 213.5 feet, thence South 409 feet, thence West 426.5 feet to the place of beginning, except that part described as follows: Beginning at a point 30 feet North and 341.24 feet East of the Southwest Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 8, Township 16 North, Range 2 East thence North 190 feet, thence East 105.26 feet, thence South 190 feet, thence West 105.26 feet to the point of beginning. Commonly known as 3498 West Marietta Street, PIN 04-12-08-301-003; and also,

Tract D
Lot 2, Dealing Addition, Com

***** Proof of Publication *****

LOT 2 DOUBTS ADDITION. Commonly known as 3224 West Marietta Street, PIN 04-12-08-301-023; and also,

Tract E
Subdivision of the Northwest Quarter (NW ¼) of the Southwest ¼ of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., the East 146.25 feet of the West 806.25 feet of Lot 3, and the North 37.79 feet of the West 226 feet of the East 496.85 feet of Lot 3. Situated in the County of Macon, State of Illinois. Commonly known as 3214 West Marietta Street, PIN 04-12-08-301-019; and also,

Tract F
Part of the Northwest ¼ of the Southwest ¼ of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the 3rd P.M., Macon County, Ill., said tract being more particularly described as follows: Beginning at a point 377.15 feet West and 30.00 feet North of the Southeast corner of the Northwest ¼ of the Southwest ¼ of Section 8, Township 16 North, Range 2 East of the 3rd P.M., Macon County, Illinois, running thence Westerly for 120.00 feet; thence Northerly for 371.21 feet thence Easterly for 226.00 feet; thence Southerly for 196.21 feet; thence Westerly for 160.00 feet; thence Southerly for 175.00 feet to the point of beginning. Commonly known as 3204 West Marietta Street, PIN 04-12-08-301-018; and also,

Tract G
Commencing at a point 30 feet North and 1,032.75 feet East of the Southwest corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian, thence East 255.85 feet to a point 30 feet North and 15 feet West of the Southeast Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of said Section 8, thence North 211 feet, thence West 255.85 feet, thence South 211 feet to the place of beginning, which is situated in the County of Macon, State of Illinois. Commonly known as 1003 North Moffet Lane AKA 1003 Moffet Lane, PIN 04-12-08-301-016; and also,

Tract H
A tract 99 feet in width off of the full South side of the following described real estate to-wit: Commencing at a point 241 feet North and 1,032.75 feet East of the Southwest Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian, thence East 255.85 feet, thence North 198 feet, thence West 255.85 feet, thence South 198 feet to the place of beginning, which is situated in the County of Macon, in the State of Illinois. Commonly known as 1135 North Moffet Lane, PIN 04-12-08-301-015; and also,

Tract I
A tract 99 feet in width off of

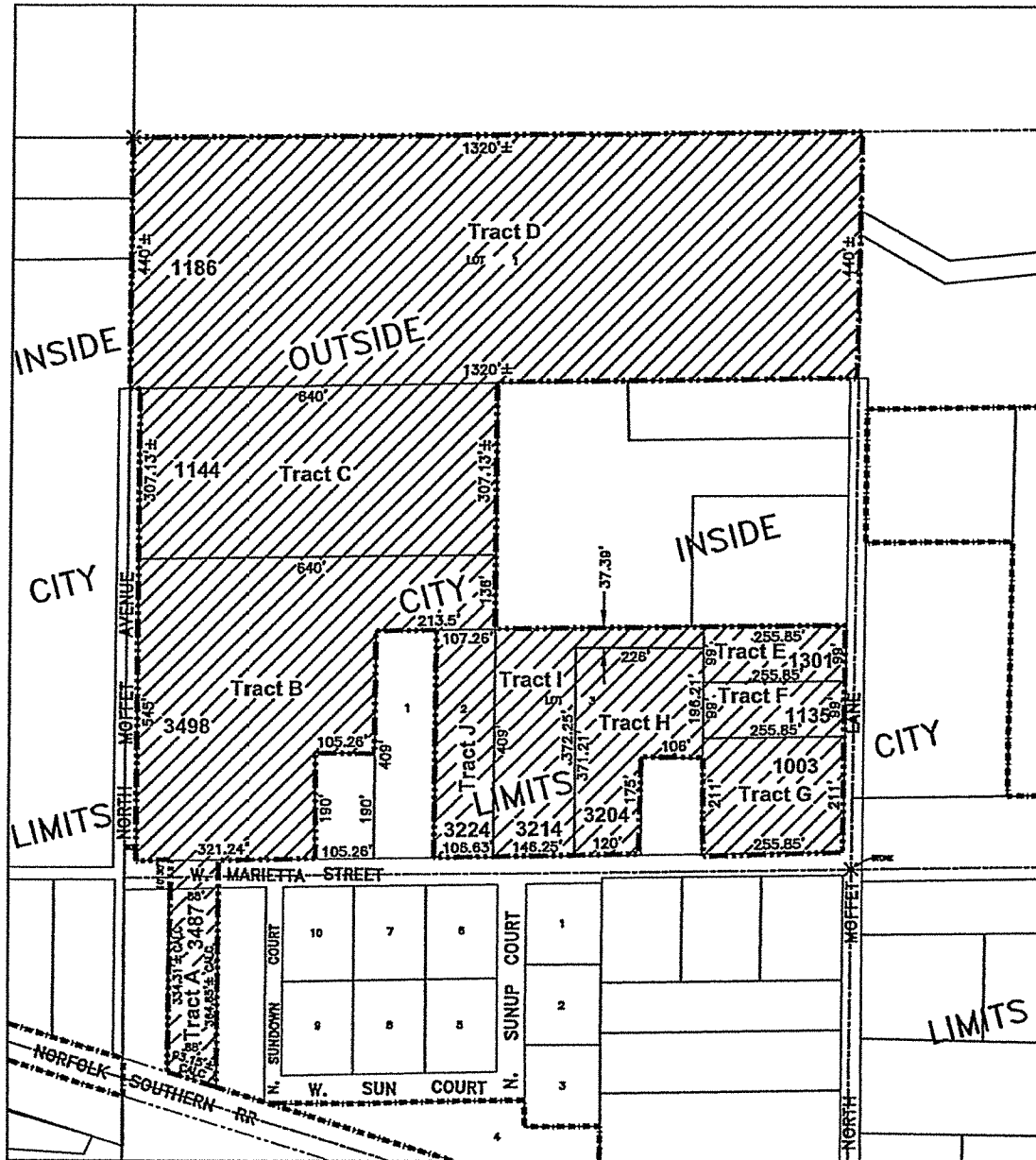
***** Proof of Publication *****

the full North side of the following described real estate to-wit: Commencing at a point 241 feet North and 1,032.75 feet East of the Southwest Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Eight (8), Township Sixteen (16) North, Range Two (2) East of the Third Principal Meridian, thence East 255.85 feet, thence North 198 feet, thence West 255.85 feet, thence South 198 feet to the place of beginning, which is situated in the County of Macon, in the State of Illinois. Commonly known as Lot North of 1135 North Moffet Lane, PIN 04-12-08-301-014; and also,

Tract J
The East 88 feet of the West 165 feet of the Southwest ¼ of the Southwest ¼ of section 8, Township 16 North, Range 2 East of the 3rd P.M. lying North of the Wabash Railroad Right of Way. Commonly known as 3487 West Marietta Street, PIN 04-12-08-351-002.

DATED this 30th day of December, 2019.

Angela M. Harper
DEPUTY CITY CLERK
CITY OF DECATUR, ILLINOIS



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
SW 8-16-2 (10 TRACTS)



indicates territory annexed



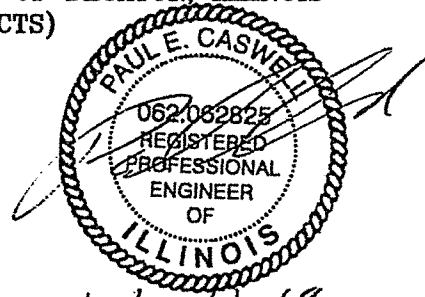
indicates existing corporate limits

30.56± acres

AREA 0.0478± sq. miles

88 lin. ft. of public road

DECATUR township



12/11/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

SUBJECT: Ordinance Annexing Territory Entirely Surrounded by the City Limits-Boiling Springs Road-Las Vegas Drive-Desert Inn Road-Sands Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory Entirely Surrounded by the City Limits-Boiling Springs Road-Las Vegas Drive-Desert Inn Road-Sands Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
ENTIRELY SURROUNDED BY THE CITY LIMITS**

-BOILING SPRINGS ROAD-

-LAS VEGAS DRIVE-

-DESERT INN ROAD-

-SANDS DRIVE-

WHEREAS, certain unincorporated territory described on Exhibit A attached hereto and hereby made a part hereof is wholly bounded and surrounded by the boundaries of the City of Decatur; and,

WHEREAS, such territory is less than sixty (60) acres in area; and,

WHEREAS, the Council finds that such territory should be annexed to the City of Decatur, Illinois; and,

WHEREAS, notice of the contemplated annexation of said territory has been given as provided by law as set forth in Exhibit B.

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

Section 1. That the annexation of said territory described on Exhibit A attached hereto and hereby made a part hereof, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be and the same is hereby, approved.

Section 2. That said territory herein described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same is hereby, annexed to and 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 and marked Exhibit C and hereby made a part hereof.

Section 4. That the City Clerk cause certified copies of this Ordinance to be respectively filed with the Postmaster of Decatur, Illinois and the Macon County Clerk and recorded by the Recorder's Office of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of February, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

ANGELA HARPER, DEPUTY CITY CLERK

LEGAL DESCRIPTION
-BOILING SPRINGS ROAD-
-LAS VEGAS DRIVE-
-DESERT INN ROAD-
-SANDS DRIVE-

Tract A

The Following Described: A Part of the East One Half of the Northeast ¼ of Section Thirty-Two(32), Township Seventeen (17) North, Range Two (2), East of the 3rd PM Lying South of the Illinois Central Gulf Railroad Right of Way Described as Follows; Beginning at a Point on the Centerline of a Public Road Extending Easterly and Westerly Across the Southeast ¼ of the Northeast ¼ of Said Section 32 (The Said Public Road is Known as Boiling Springs Road and is Shown on the Plat for Huston Forest Acres in Book 300, Page 350 of the Records of the Macon County Recorder) 275.0 Feet East of the West Line of the Southeast ¼ of Northeast ¼ of Said Section 32 Thence North 263.00 Feet Parallel with the West Line of the Southeast ¼ of Northeast ¼ of Said Section 32; Thence Easterly 90.0 Feet Parallel with the Center-line of said Public Road; Thence South 263.0 Feet Parallel with the West Line of the Southeast ¼ of Northeast ¼ of Said Section 32 to the Centerline of said Public Road, Thence Westerly 90.0 Feet to the Point of Beginning. Situated in Macon County, Illinois. Commonly known as 2340 Boiling Springs Road, PIN 07-07-32-276-012; and also,

Tract B

S ½ of Lot 23 – Tennison Addition. Commonly known as Lot North of 3453 Las Vegas Drive, PIN 07-07-32-276-014; and also,

Tract C

Lot 24 – Tennison Addition. Commonly known as 3453 Las Vegas Drive, PIN 07-07-32-276-010; and also,

Tract D

Lot 25 – Tennison Addition. Commonly known as 2320 Boiling Springs Road, PIN 07-07-32-276-011; and also,

Tract E

Lot 2 – Huston Forest Acres. Commonly known as 2335 Boiling Springs Road, PIN 07-07-32-278-002; and also,

Tract F

Lot 3 – Huston Forest Acres. Commonly known as 2321 Boiling Springs Road, PIN 07-07-32-278-003; and also,

Tract G

Lot 4 – Huston Forest Acres. Commonly known as 2311 Boiling Springs Road, PIN 07-07-32-278-004; and also,

Tract H

Lot 65 – Huston Forest Acres. Commonly known as 3422 Las Vegas Drive, PIN 07-07-32-279-001; and also,

EXHIBIT A

Tract I

Lot 66 – Huston Forest Acres. Commonly known as 3423 Desert Inn Road, PIN 07-07-32-279-003; and also,

Tract J

Lot 67 – Huston Forest Acres. Commonly known as 3432 Desert Inn Road, PIN 07-07-32-280-001; and also,

Tract K

Lot 70 – Huston Forest Acres. Commonly known as 3414 Desert Inn Road, PIN 07-07-32-280-002; and also,

Tract L

Lot 7 – Huston Forest Acres. Commonly known as 2330 Sands Drive, PIN 07-07-32-278-006; and also,

Tract M

Lot 5 – Huston Forest Acres. Commonly known as 2310 Sands Drive, PIN 07-07-32-278-008; and also,

Tract N

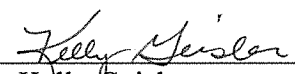
Lot 64 – Huston Forest Acres. Commonly known as 2254 Sands Drive, PIN 07-07-32-279-002.

AFFIDAVIT OF NOTICE OF INTENT TO TAXPAYERS

STATE OF ILLINOIS)
)
COUNTY OF MACON)

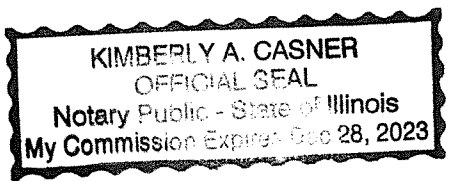
Kelly Geisler states that notice to the taxpayers of record was given of the pending action to be taken on an Ordinance annexing certain surrounded territory, in compliance with the provisions of Section 5/7-1-13 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-13), by serving a notice by certified mail, postage paid, or by personal service to the names and addresses set forth below. The notices were mailed or served more than fifteen (15) days prior to February 3, 2020, the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

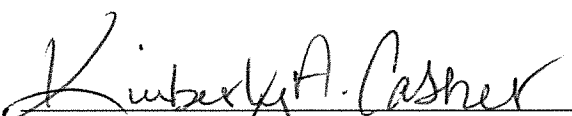
- Arthur H. Hofer and Gloria R. Hofer (Life Estates) and Angie Hofer, 2340 Boiling Springs Rd., Decatur, IL 62526
- Ronald N. Morthland and Carmen S. Morthland, 3453 Las Vegas Dr., Decatur, IL 62526
- Inmok Lee and Haeseon Lee, 2320 Boiling Springs Rd., Decatur, IL 62526
- Richard L. Blundy and Carolyn F. Blundy, 2335 Boiling Springs Rd., Decatur, IL 62526
- William Drake Cunningham and Deevon S. Cunningham, 2321 Boiling Springs Rd., Decatur, IL 62526
- Donald L. Doyle and Jodi L. Doyle, Trustees, 2311 Boiling Springs Rd., Decatur, IL 62526
- Jenny Kosiec, 3422 Las Vegas Dr., Decatur, IL 62526
- Kevin W. Long and Julia M. Long, 3423 Desert Inn Rd., Decatur, IL 62526
- Kevin & Julia Long, c/o Prairie State Bank, 2653 W. Lawrence Ave., Springfield, IL 62704
- Vincent E. Edward, Jr., 3432 Desert Inn Rd., Decatur, IL 62526
- Andrew J. Dixon and Michelle D. Dixon, 3414 Desert Inn Rd., Decatur, IL 62526
- Gabrielle L. Kendall and Christopher A. Coble, 2330 Sands Dr., Decatur, IL 62526
- Gabrielle L. Kendall and Christopher Coble, c/o Wells Fargo Home Mortgage, 1 Home Campus MAC X2302-04D, Des Moines, IA 50328-0001
- Robert Galan Fisher, 2310 Sands Dr., Decatur, IL 62526
- Adam W. Godfrey and Nicole Godfrey, 2254 Sands Dr., Decatur, IL 62526
- Adam & Nicole Godfrey, c/o PNC Mortgage, P.O. Box 1820, Dayton, OH 45401-1820



Kelly Geisler

Subscribed and sworn to before me this 27th day of January, 2020.





Notary Public

EXHIBIT B

AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX SURROUNDED TERRITORY TO THE CITY OF DECATUR

STATE OF ILLINOIS)
)
COUNTY OF MACON)

Kelly Geisler states that she gave notice of the pending action to be taken on an Ordinance annexing certain surrounded territory lying within Hickory Point Township, the Warrensburg Fire Protection District, the Barclay Public Library District and to the Corporate Authorities of the County of Macon, Illinois, in compliance with the provisions of Section 5/7-1-1 et. seq. of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1 et. seq.), by sending a notice by certified mail, postage paid, to each of the Board of Hickory Point Township Trustees, the Hickory Point Township Supervisor, the Hickory Point Township Clerk and the Hickory Point Township Commissioner of Highways, the Trustees of the Warrensburg Fire Protection District, the Trustees of the Barclay Public Library District and the Board Members of the Macon County, Illinois Board, as set forth below. All notices were mailed on the 2nd day of January, 2020, by this Affiant, at Decatur, Illinois, being more than ten (10) days prior to the time stated in said Notice as the time at which the City Council of the City of Decatur, Illinois would take action on the proposed Ordinance Annexing Surrounded Territory.

HICKORY POINT TOWNSHIP:

Eugene A. Garver, 1225 W. Ash Ave., Decatur, IL 62526
William R. Booker, 4681 N. Taylor Ave., Decatur, IL 62526
Brian T. Hickey, 4160 McClain Dr., Decatur, IL 62526
Brandon E. Janvrin, 429 S. Washington St., Forsyth, IL 62535
Kevin L. Bird, 3110 N. Westlawn Ave., Decatur, IL 62526
John F. Piraino, 520 W. Buckingham Dr., Decatur, IL 62526
Steven L. Hamilton, 445 Southampton Dr., Decatur, IL 62526
James V. Dubbelde, 4091 N. Sunderland Dr., Decatur, IL 62526
Hughes, Tenney & Postlewait LLC, Attorney Carl Tenney, 240 S. Main St., Suite 200, Decatur, IL 62523

WARRENSBURG FIRE PROTECTION DISTRICT:

Keith Hackl, 447 S. Main St., Warrensburg, IL 62573
Cindy Hundley, 217 N. Durfee St., Warrensburg, IL 62573
Chris Wentworth, 4798 Wise Rd., Warrensburg, IL 62573
Kirk Riley, 335 E. Warren St., Warrensburg, IL 62573
Darrel F. Parish, Attorney at Law, Suite 429 Millikin Court, 132 S. Water St., Decatur, IL 62523

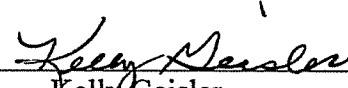
BARCLAY PUBLIC LIBRARY DISTRICT:

Rita Ham, 4540 Needle Rd., Decatur, IL 62526
Laura Philips, 5 Michelle Dr., Warrensburg, IL 62573
Kay Mason, 610 E. Fourth St., Latham, IL 62543
Susan Edie, 222 E. North St., Warrensburg, IL 62573
Jean Munson, 2140 W. Hickory Point Rd., Decatur, IL 62526

Maria Dent, 190 Hickory Point Ct., Forsyth, IL 62535
Jenny DiMauro, 30 Hickory Point Ct., Forsyth, IL 62535
Lacey Wright, 220 S. Main St., Warrensburg, IL 62573
Ed Flynn, Attorney at Law, 101 S. State St., Ste. 240, Decatur, IL 62523

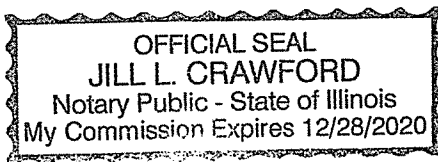
MACON COUNTY BOARD:

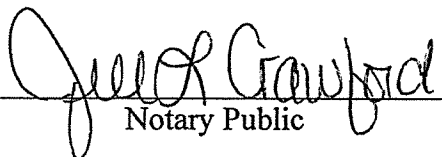
Kevin R. Greenfield, 3205 S. Point Pleasant Rd., Decatur, IL 62521
Debra Kraft, 9817 Nevada Rd., Blue Mound, IL 62513
Kevin Bird, 3110 N. Westlawn Ave., Decatur, IL 62526
Matthew E. Brown, 3635 Pleasant View Ct., Decatur, IL 62526
Helena Buckner, 916 E. Cantrell St., Decatur, IL 62521
Patricia K. Cox, 4311 Andrews St. Rd., Macon IL 62544
Patricia Dawson, 3459 Plover Dr., Decatur, IL 62526
David M. Drobisch, 66 Green Oak Dr., Decatur, IL 62526
James A. Gresham, 240 Southmoreland Pl., Decatur, IL 62521
Phillip J. Hogan, 4230 85th St., Dalton City, IL 61925
Lloyd R. Holman, 2015 Evandale Dr., Decatur, IL 62526
John D. Jackson, 3475 Hopewell Rd., Dalton City, IL 61925
Rachel Joy, 520 N. Virginia Ave., Decatur, IL 62522
Linda Little, 1413 W. Sunset Ave., Decatur, IL 62522
Gregory A. Mattingley, 2271 Kenwood Ct., Decatur, IL 62526
Grant Noland, 2502 Midiron Dr., Decatur, IL 62521
William Oliver, 535 Cantrell Hts., Decatur, IL 62521
Bryan E. Smith, 3569 Redlich Dr., Decatur, IL 62521
Verzell Taylor, 1245 N. Pine St., Decatur, IL 62522
Laura Zimmerman, 403 N. Oakcrest Ave., Decatur, IL 62522
Michael B. Baggett, Assistant State's Attorney, State's Attorney's Office, 253 E. Wood St.,
Decatur, IL 62523



Kelly Geisler

Subscribed and sworn to before me this 2nd day of January, 2020.





Notary Public

*** Proof of Publication ***

THE HERALD & REVIEW
601 E William St
Decatur, IL 62523-1142
Ph: 800-453-2527

STATE OF ILLINOIS
COUNTY OF MACON } SS:
CITY OF DECATUR

CITY OF DECATUR-Geisler
Kelly Geisler
1 GARY K ANDERSON PZ
DECATUR IL 62523

ORDER NUMBER 69926

LEE ENTERPRISES, INC hereby certifies that it is now and has been for more than one year continuously, d/b/a Herald & Review, a daily secular newspaper of general circulation in said County, published in the City, County and State aforesaid, and further certifies that said newspaper has been continuously published at regular intervals of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that the Herald & Review is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further hereby certifies that a notice of which the annexed notice is a true copy, has been regularly published in said paper.

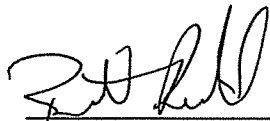
Section: Legals

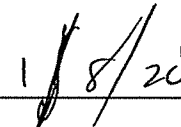
Category: 0991 Legal Inside

PUBLISHED ON: 01/08/2020

TOTAL AD COST: 214.62

FILED ON: 1/8/2020


By _____


Date _____

69926
NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on February 3, 2020, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 14 tracts of property totaling approximately 6.59 acres and is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

Tract A

The Following Described: A Part of the East One Half of the Northeast $\frac{1}{4}$ of Section Thirty-Two(32), Township Seventeen (17) North, Range Two (2), East of the 3rd PM Lying South of the Illinois Central Gulf Railroad Right of Way Described as Follows; Beginning at a Point on the Centerline of a Public Road Extending Easterly and Westerly Across the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Said Section 32 (The Said Public Road is Known as Boiling Springs Road and is Shown on the Plat for Huston Forest Acres in Book 300, Page 350 of the Records of the Macon County Recorder) 275.0 Feet East of the West Line of the Southeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of Said Section 32 Thence North 263.00 Feet Parallel with the West Line of the Southeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of Said Section 32; Thence Easterly 90.0 Feet Parallel with the Center-line of said Public Road; Thence South 263.0 Feet Parallel with the West Line of the Southeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of Said Section 32 to the Centerline of said Public Road, Thence Westerly 90.0 Feet to the Point of Beginning, Situated in Macon County, Illinois. Commonly known as 2340 Boiling Springs Road, PIN 07-07-32-276-012; and also,

Tract B

S $\frac{1}{2}$ of Lot 23 – Tennison Addition. Commonly known as Lot North of 3453 Las Vegas Drive, PIN 07-07-32-276-014; and also,

Tract C

Lot 24 – Tennison Addition. Commonly known as 3453 Las Vegas Drive, PIN 07-07-32-276-010; and also,

Tract D

Lot 25 – Tennison Addition. Commonly known as 2320 Boiling Springs Road, PIN 07-07-32-276-011; and also,

Tract E

Lot 2 – Huston Forest Acres. Commonly known as 2335 Boiling Springs Road, PIN 07-07-32-278-002; and also,

Tract F

Lot 3 – Huston Forest Acres. Commonly known as 2321 Boiling Springs Road, PIN 07-07-32-278-003; and also,

***** Proof of Publication *****

Tract G
Lot 4 – Huston Forest Acres.
Commonly known as 2311
Boiling Springs Road, PIN
07-07-32-278-004; and also,

Tract H
Lot 65 – Huston Forest Acres.
Commonly known as 3422 Las
Vegas Drive, PIN
07-07-32-279-001; and also,

Tract I
Lot 66 – Huston Forest Acres.
Commonly known as 3423
Desert Inn Road, PIN
07-07-32-279-003; and also,

Tract J
Lot 67 – Huston Forest Acres.
Commonly known as 3432
Desert Inn Road, PIN
07-07-32-280-001; and also,

Tract K
Lot 70 – Huston Forest Acres.
Commonly known as 3414
Desert Inn Road, PIN
07-07-32-280-002; and also,

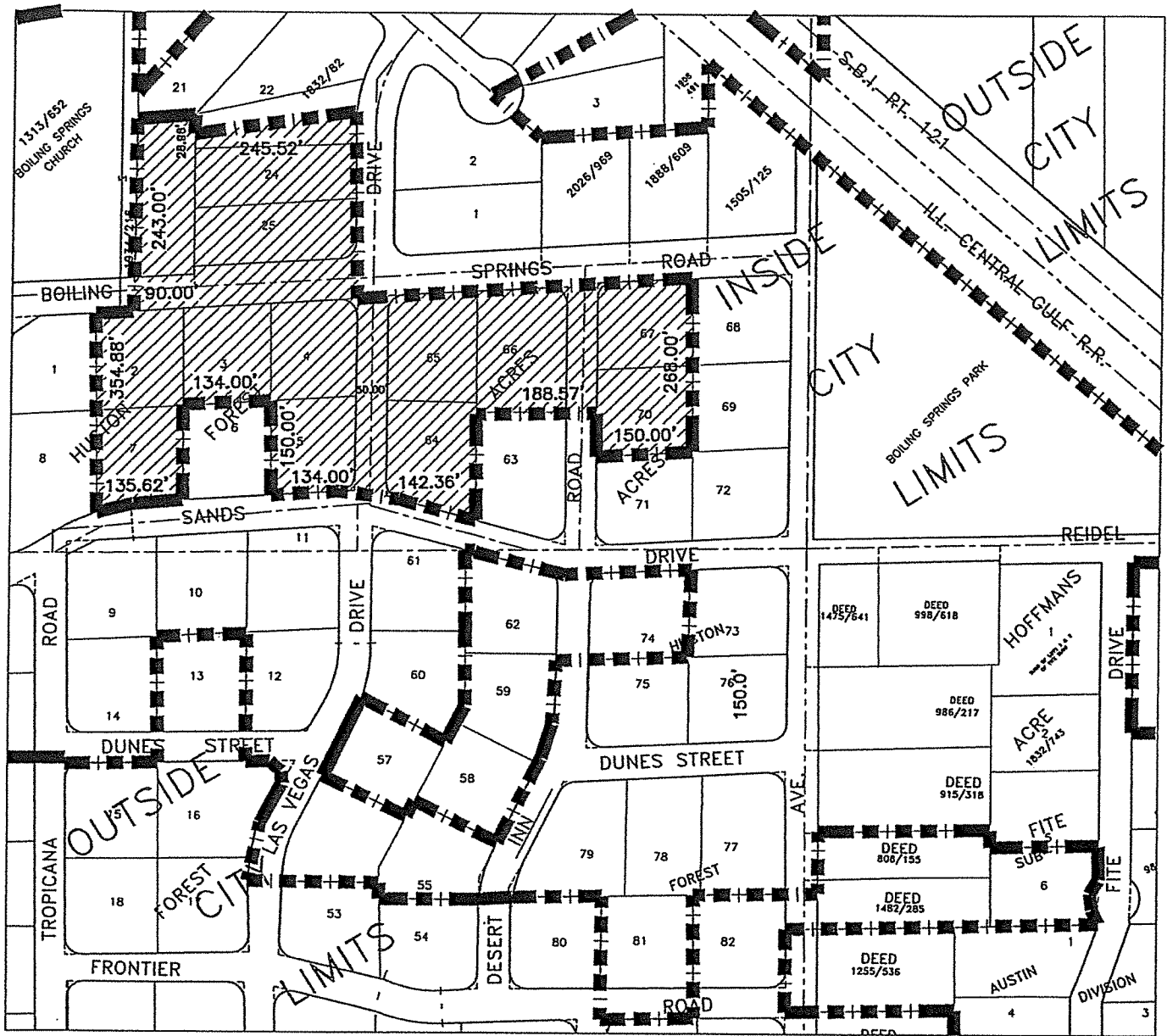
Tract L
Lot 7 – Huston Forest Acres.
Commonly known as 2330
Sands Drive, PIN
07-07-32-278-006; and also,

Tract M
Lot 5 – Huston Forest Acres.
Commonly known as 2310
Sands Drive, PIN
07-07-32-278-008; and also,

Tract N
Lot 64 – Huston Forest Acres.
Commonly known as 2254
Sands Drive, PIN
07-07-32-279-002.

DATED this 30th day of
December, 2019.

Angela M. Harper
DEPUTY CITY CLERK
CITY OF DECATUR, ILLINOIS



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
NE 32-17-2 A Plat (14 Tracts)



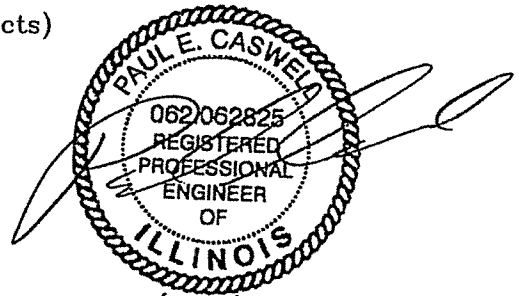
indicates territory annexed

indicates existing corporate limits
6.59± acres

AREA 0.0103± sq. miles

851.0± lin. ft. of public road

HICKORY POINT township



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

11/11/2019
City Engineer - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-062825
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

Public Works

DATE: 1/24/2020

MEMO: 2020-16

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory 2340 West Ash Avenue

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinances annexing territories be approved.

1. 2340 West Ash Avenue
2. 2481 Captain Lane
3. 3626 Catherine Street
4. 3909 West Division Street
5. 2073 Solar Avenue
6. 1950 North Sunnyside Road
7. 2255 Thunderbird Drive
8. 2315 Thunderbird Drive
9. 2991 North Westlawn Avenue

BACKGROUND: The subject properties are being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and Tara Bachstein, Public Works Administrative Secretary. 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 2340 West Ash Avenue	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2340 WEST ASH 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 Tim A. Littrell and Jenny L. Littrell, requesting that there be annexed to the City territory described as:

LOT 1 MCCLAINS COUNTRY ESTATES, AS PER PLAT RECORDED IN BOOK 1405
PAGE 82 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY,
ILLINOIS.

PIN# 07-07-29-276-019

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 3rd day of February 2020.

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.) _____

Tim A. Littrell

Jenny L. Littrell

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2340 W. Ash Avenue, and legally described as follows:

LOT 1 MCCLAINS COUNTRY ESTATES, AS PER PLAT RECORDED IN BOOK 1405 PAGE 82 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #07-07-29-276-019 _____

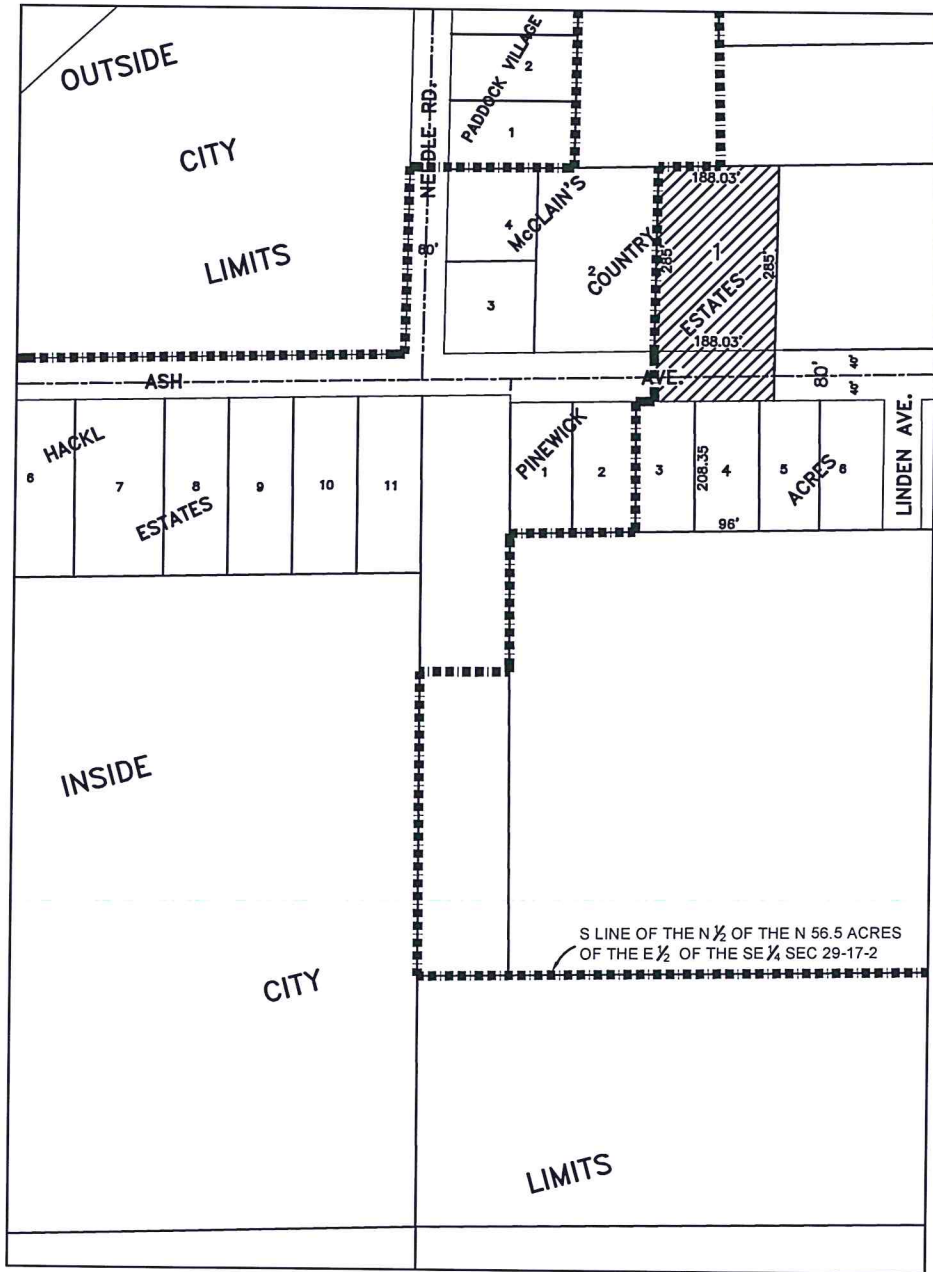
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Jenny Littrell</u>	Jenny Littrell	2340 W. Ash Decatur, IL
<u>Tim Littrell</u>	TIM LITRELL	2340 W Ash DECATUR, IL

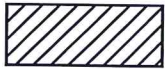
Signed and sworn to before me this 14 day of January, 20 20

Maria R. Roarick
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2340 WEST ASH AVENUE



indicates territory annexed



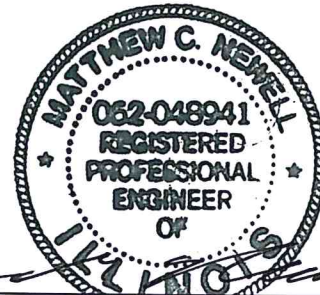
indicates existing corporate limits

1.23± acres

AREA 0.0019± sq. miles

188± lin. ft. of public road

HICKORY POINT township



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Public Works

DATE: 1/24/2020

MEMO: 2020-16

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory 2481 Captain Lane

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2481 Captain Lane	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2481 CAPTAIN LANE**

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 F. Yetter and Robin S. Yetter, requesting that there be annexed to the City territory described as:

LOT 53 WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300 PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 04-12-05-304-009

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of February 2020.

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.) _____

Richard F Yetter

Robin S Yetter

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2481 Captain Lane, and legally described as follows:

LOT 53 WILCOX WAYSIDE FARMS ADDITION, AS PER PLAT RECORDED IN BOOK 300 PAGE 186 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #04-12-05-304-009 _____

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

SIGNATURE

PRINTED NAME

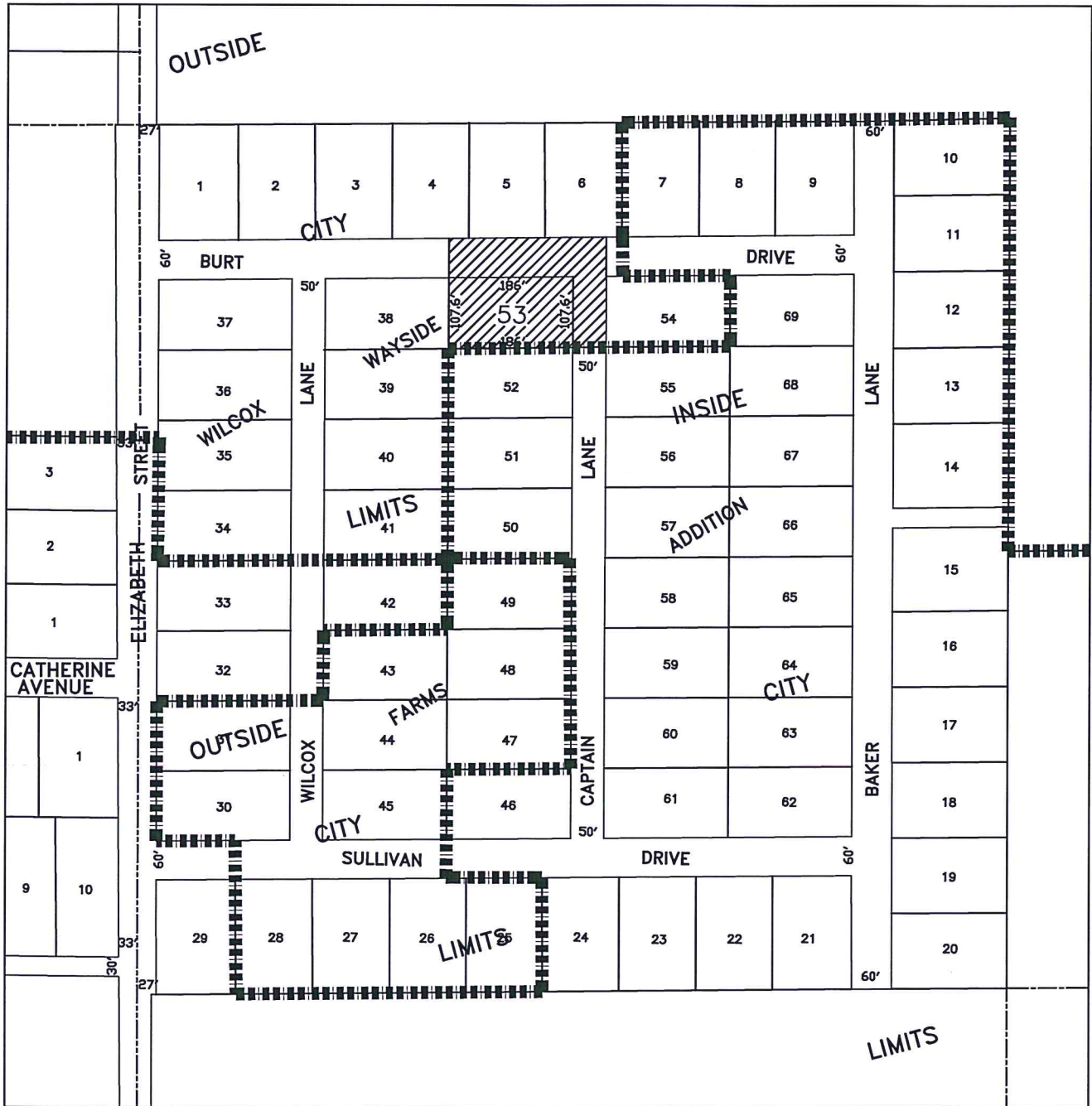
STREET ADDRESS, CITY, STATE

<u>Richard F Yetter</u>	<u>Richard F Yetter</u>	<u>2481 Captain Ln Decatur IL</u>
<u>Robin S Yetter</u>	<u>Robin S Yetter</u>	<u>2481 Captain Ln Decatur IL</u>

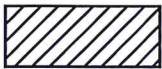
Signed and sworn to before me this 7th day of January, 2020
Barbara D Tate

Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2481 CAPTAIN LANE



indicates territory annexed



indicates existing corporate limits
0.459± acres

AREA 0.0007± sq. miles

344± lin. ft. of public road

DECATUR township



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

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

DATE: _____ Page 150 of 226

Public Works

DATE: 1/24/2020

MEMO: 2020-16

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory 3626 Catherine Street

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3626 Catherine Street	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3626 CATHERINE STREET**

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 Shirley Ann Poling, requesting that there be annexed to the City territory described as:

THE WEST 140 FEET OF LOT 2, AS PER PLAT RECORDED IN BOOK 802 PAGE 119 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 04-12-06-426-003

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 3rd day of February 2020.

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.) _____

Shirley ANN Poling

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3626 Catherine Street, and legally described as follows:

THE WEST 140 FEET OF LOT 2, AS PER PLAT RECORDED IN BOOK 802 PAGE 119 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN #04-12-06-426-003 _____

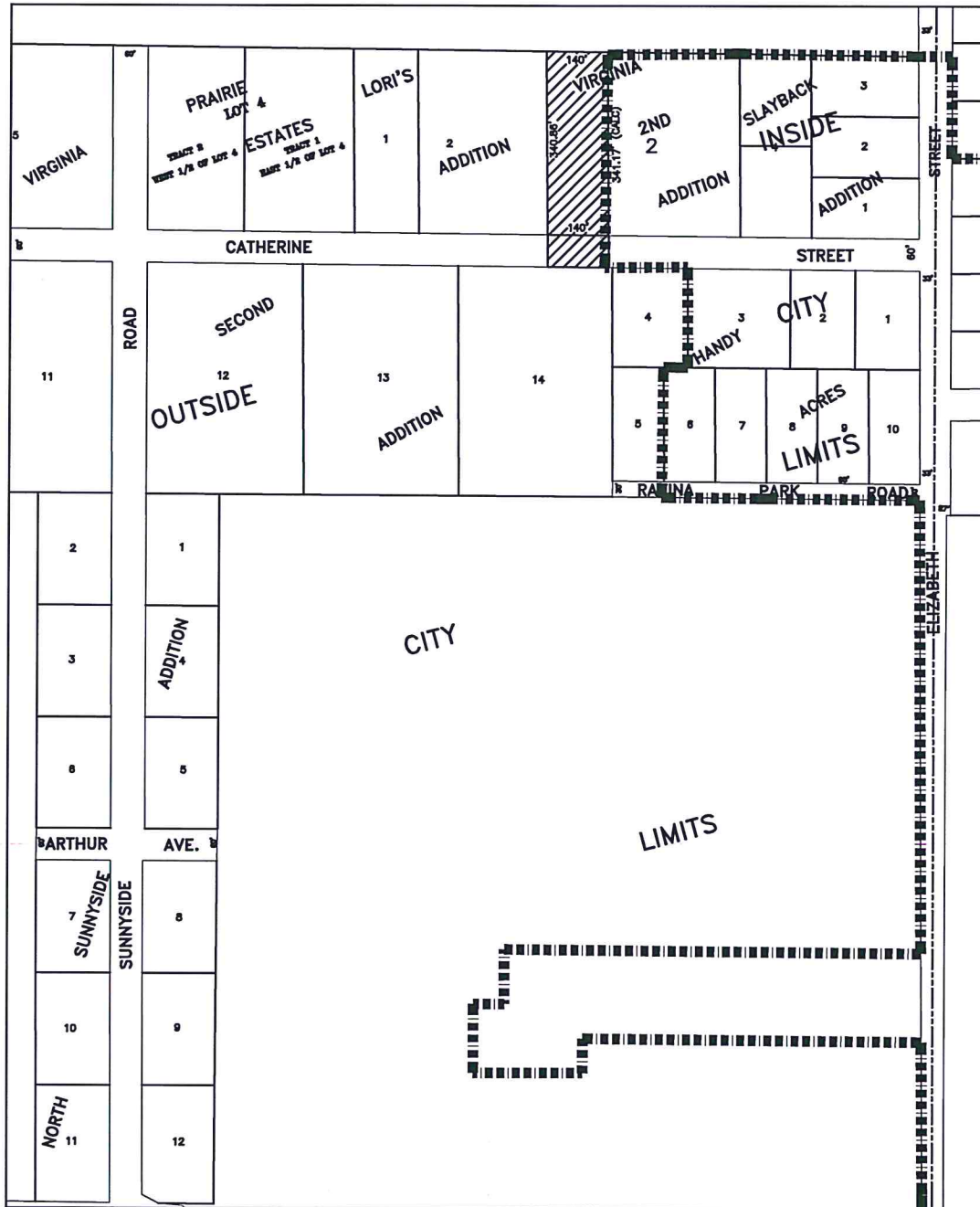
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Shirley A. Poling</u>	<u>Shirley A. Poling</u>	<u>3626 Catherine St.</u>
		<u>Decatur, Fl.</u>
		<u>62526</u>

Signed and sworn to before me this 8 day of January, 2020

Kirsten A. Born
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3626 CATHERINE STREET



indicates territory annexed



indicates existing corporate limits
1.096± acres

AREA 0.0017± sq. miles

140± lin. ft. of public road

DECATUR township



1-23-20

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Public Works

DATE: 1/24/2020

MEMO: 2020-16

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory 3909 West Division Street

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3909 West Division Street	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3909 WEST DIVISION STREET**

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 Rebecca A. Gollahon and Brittany Barreras, requesting that there be annexed to the City territory described as:

LOT NINE (9) OF RESURVEY OF LOTS EIGHT (8), NINE (9) AND TEN (10) OF WEST SUNNYSIDE HEIGHTS FIRST ADDITION, EXCEPT THE EAST 225 FEET OF SAID LOT EIGHT (8) AS PER PLAT RECORDED IN BOOK 300, PAGE 327 OF THE RECORDERS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLNOIS.

PIN# 04-12-07-253-004

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 3rd day of February 2020.

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.) _____



Brittany Barreras

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3909 W. Division Street, and legally described as follows:

LOT NINE (9) OF RESURVEY OF LOTS EIGHT (8), NINE (9) AND TEN (10) OF WEST SUNNY SIDE HEIGHTS FIRST ADDITION, EXCEPT THE EAST 225 FEET OF SAID LOT EIGHT (8) AS PER PLAT RECORDED IN BOOK 300, PAGE 327 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN #04-12-07-253-004 _____

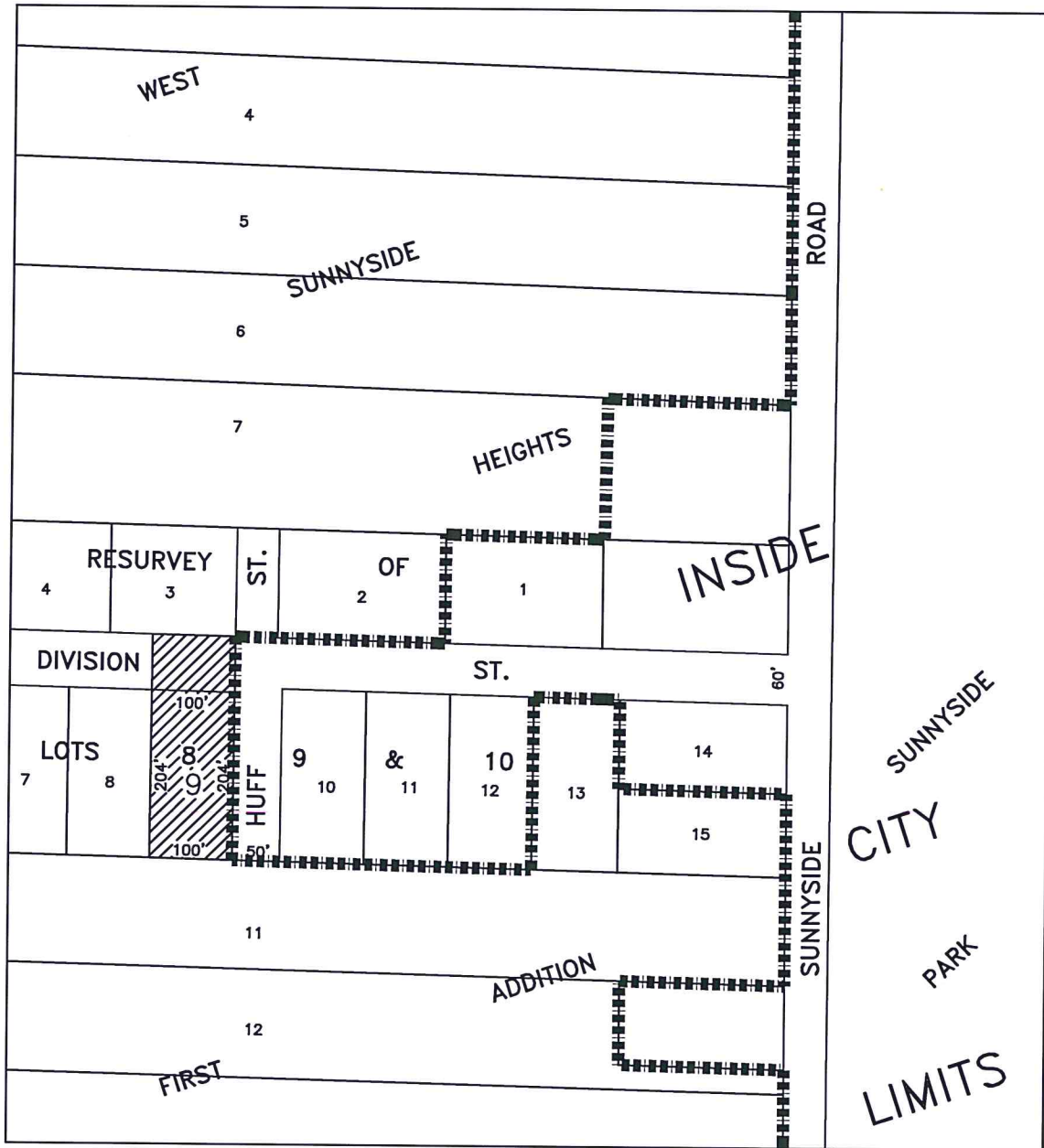
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
	Rebecca A. Gollahan	245 E Kenwood Ave Decatur, IL 62526
	Brittany Barreras	3909 W Division St Decatur IL 62522

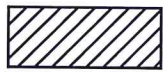

Signed and sworn to before me this 8 day of January, 2020

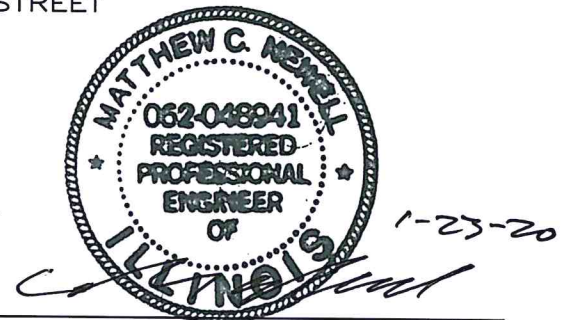
Kirsten A. Born
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3909 WEST DIVISION STREET

-  indicates territory annexed
-  indicates existing corporate limits
- 0.468± acres
- AREA 0.0007± sq. miles
- 100± lin. ft. of public road
- DECATUR township



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Public Works

DATE: 1/24/2020

MEMO: 2020-16

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory 2073 Solar Avenue

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2073 Solar Avenue	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2073 SOLAR 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 Gary K. Bohner and Teresa J. Bohner, requesting that there be annexed to the City territory described as:

LOT 22 SOLAR HEIGHTS SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1575
PAGE 245 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY,
ILLINOIS.

PIN# 07-07-33-351-004

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 3rd day of February 2020.

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.) _____

GARY K BOHNER
 TERESA J BOHNER

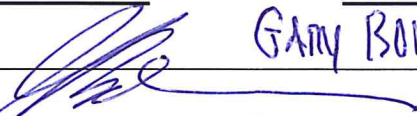

- 6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2073 Solar Avenue, and legally described as follows:

LOT 22 SOLAR HEIGHTS SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1575 PAGE 245 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

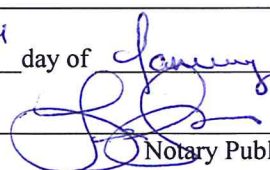
PIN #07-07-33-351-004 _____

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.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
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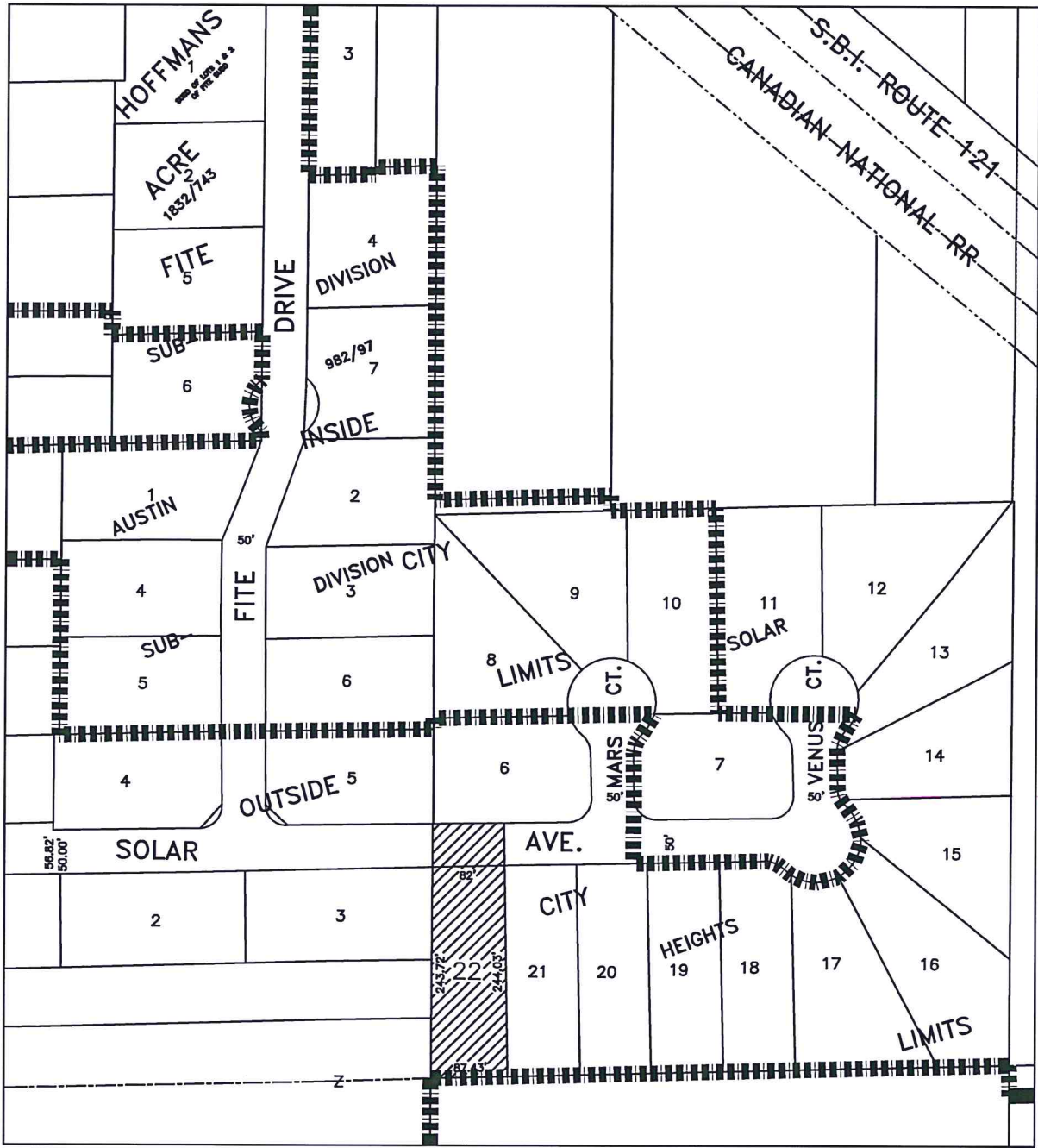
	GARY BOHNER	2073 SOLAR AVE DECATUR ILLINOIS
		

Signed and sworn to before me this 10th day of January, 2020





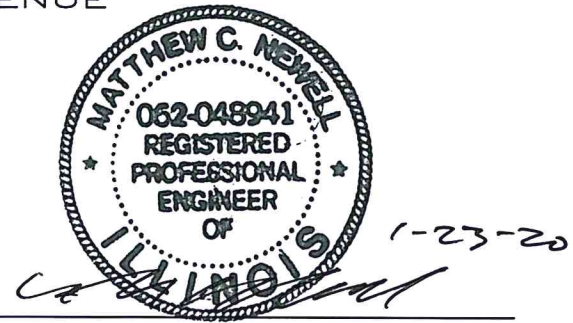
 Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2073 SOLAR AVENUE

-  indicates territory annexed
-  indicates existing corporate limits
- 0.459± acres
- AREA 0.0007± sq. miles
- 82± lin. ft. of public road
- HICKORY POINT township



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

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____ Page 165 of 226

Public Works

DATE: 1/24/2020

MEMO: 2020-16

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory 1950 North Sunnyside Road

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1950 North Sunnyside Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1950 NORTH SUNNYSIDE ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Robert M. Buchen and Linda B. Buchen, requesting that there be annexed to the City territory described as:

THE SOUTH ½ OF LOT 8 NORTH SUNNYSIDE ADDITION, AS PER PLAT RECORDED IN BOOK 536 PAGE 50 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 04-12-06-454-002

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of February 2020.

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.) _____

ROBERT M. BUCHEN

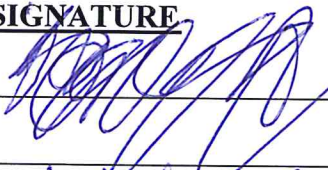
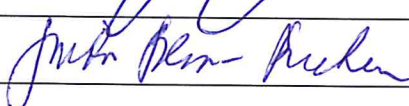
LINDA B BUCHEN

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1950 N. Sunnyside Road, and legally described as follows:

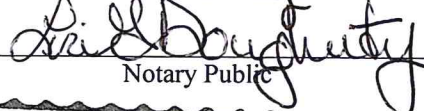
THE SOUTH 1/2 OF LOT 8 NORTH SUNNY SIDE ADDITION, AS PER PLAT RECORDED IN BOOK 536 PAGE 50 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN #04-12-06-454-002 _____

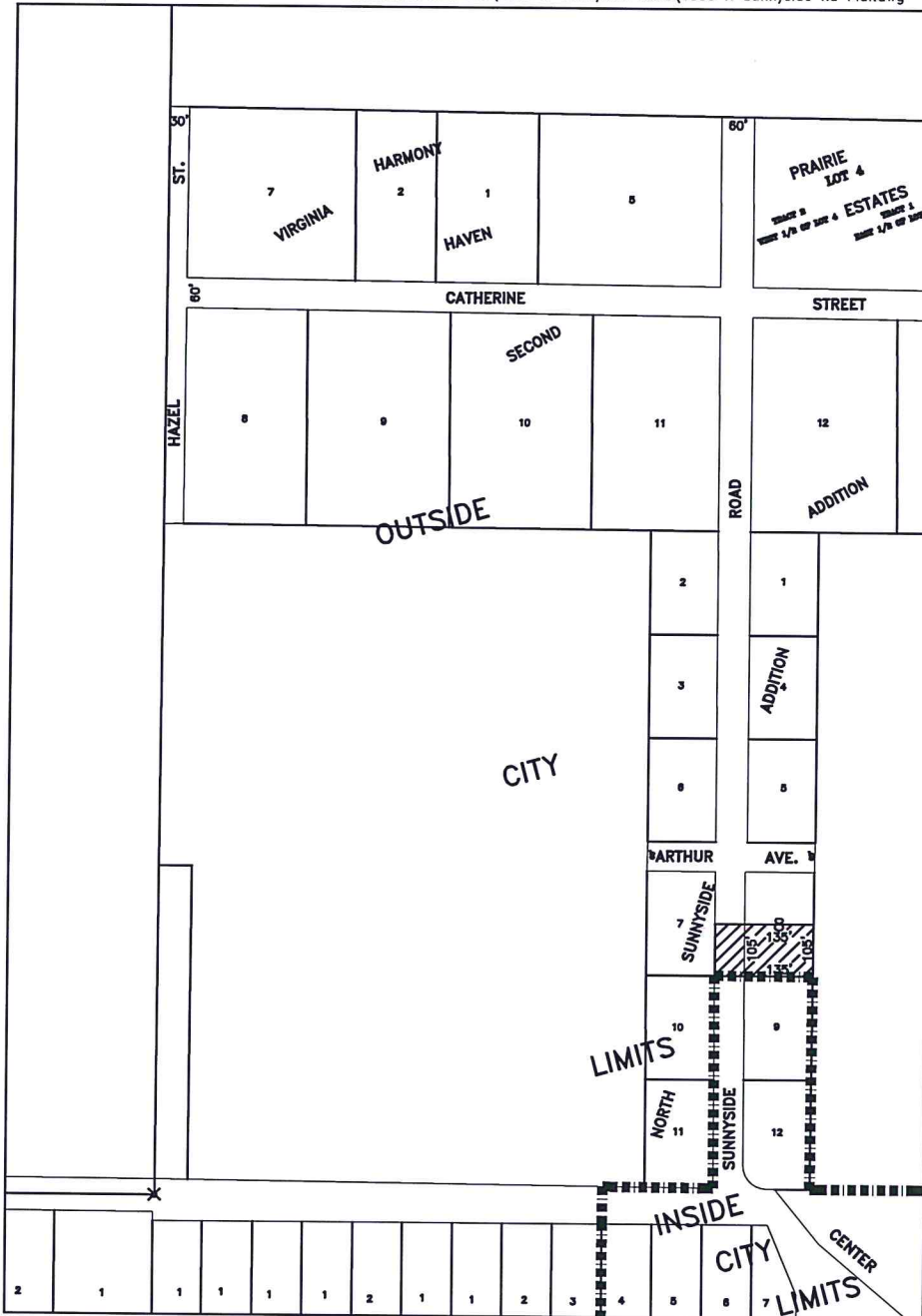
WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
	ROBERT M BUCHEN	1950 N SUNNYSIDE RD DECATUR, IL
	LINDA B BUCHEN	1950 N SUNNYSIDE RD DECATUR, IL

Signed and sworn to before me this 9th day of January, 20 20


Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
1950 NORTH SUNNYSIDE ROAD



indicates territory annexed



indicates existing corporate limits

0.325± acres

AREA 0.0005± sq. miles

105± lin. ft. of public road

DECATUR township



1-23-20

Matthew C. Newell

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

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

DATE: _____

Public Works

DATE: 1/24/2020

MEMO: 2020-16

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory 2255 Thunderbird Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2255 Thunderbird Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2255 THUNDERBIRD 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 Matthew G. Bryan and Stacy D. Bryan, requesting that there be annexed to the City territory described as:

LOT 36 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-32-435-001

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of February 2020.

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.) _____

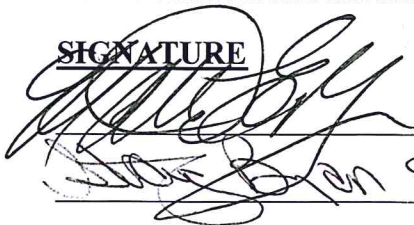

Matthew G. Bryan
Stacy B. Bryan

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2255 Thunderbird Drive, and legally described as follows:

LOT 36 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN #07-07-32-435-001 _____

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

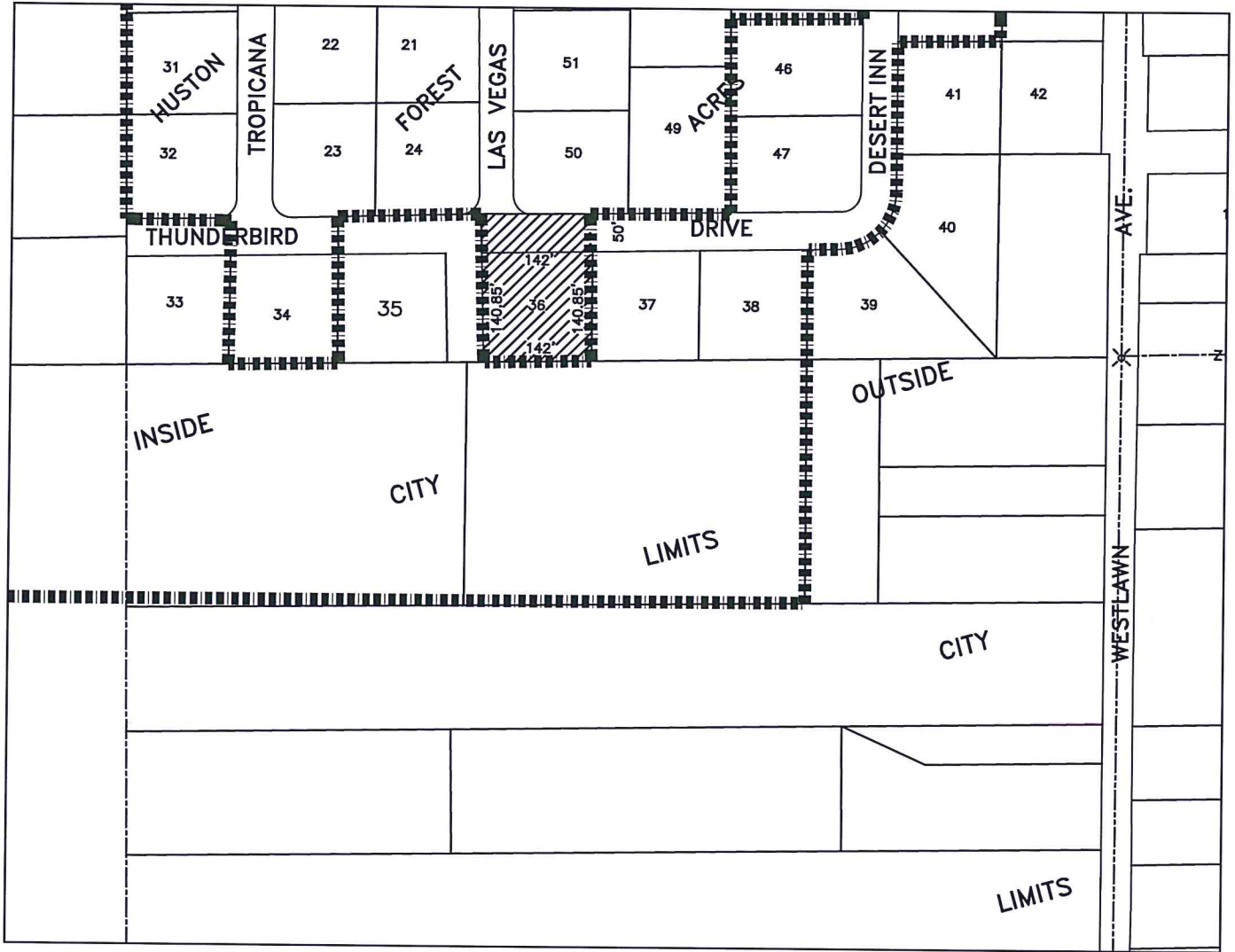
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
	Matthew G. Bryan	2255 Thunderbird Dr Decatur, IL
	Stacy Bryan	2255 Thunderbird Dr Decatur, IL

Signed and sworn to before me this _____ day of _____, 20 20

Christopher Roth
 Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2255 THUNDERBIRD DRIVE



indicates territory annexed



indicates existing corporate limits

0.459± acres

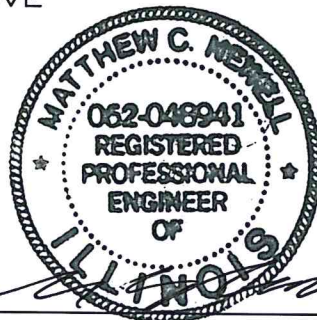
AREA 0.0007± sq. miles

142± lin. ft. of public road

HICKORY POINT township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Public Works

DATE: 1/24/2020

MEMO: 2020-16

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory 2315 Thunderbird Drive

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2315 Thunderbird Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2315 THUNDERBIRD 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 William J. Scheibly, Melissa E. Scheibly and Marissa E. Calhoun, requesting that there be annexed to the City territory described as:

LOT 34 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 07-07-32-434-002

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of February 2020.

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) _____

WILLIAM J. SCHEIBY, MELISSA E. SCHEIBY, MARISSA E CALHOON

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2315 Thunderbird Drive, and legally described as follows:

LOT 34 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #07-07-32-434-002 _____

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

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<i>Melissa Scheibly</i>	Melissa Scheibly	2315 THUNDERBIRD DR DECATUR, IL 62521
<i>Marissa Calhoon</i>	Marissa Calhoon	2315 THUNDERBIRD DR. DECATUR, IL 62521
<i>William J. Scheibly</i>	WILLIAM J. SCHEIBY	2315 THUNDERBIRD DR DECATUR IL 62521

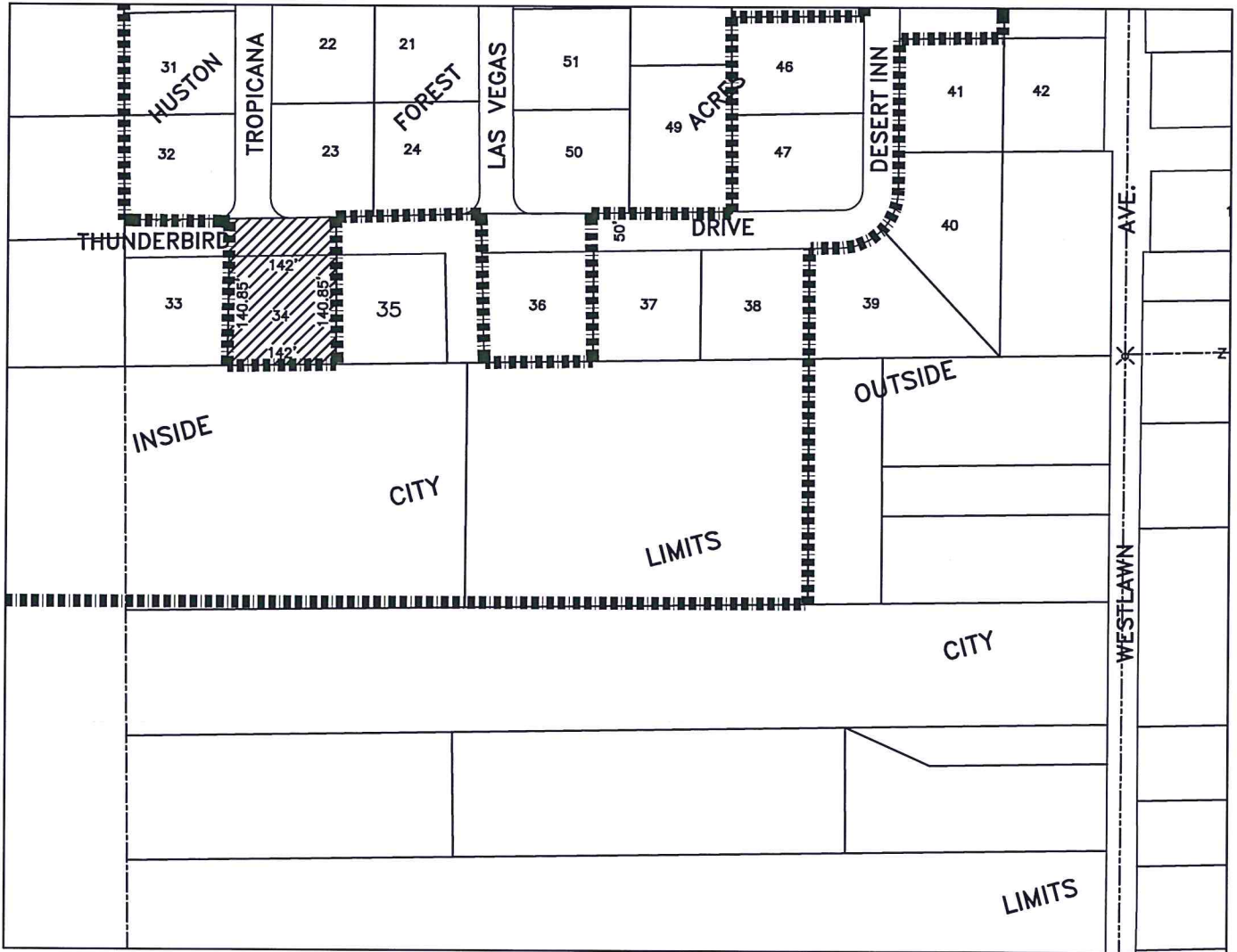
Signed and sworn to before me this 8 day of JANUARY, 2020

MARIA R. ROARICK

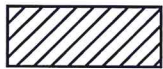
Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2315 THUNDERBIRD DRIVE



indicates territory annexed



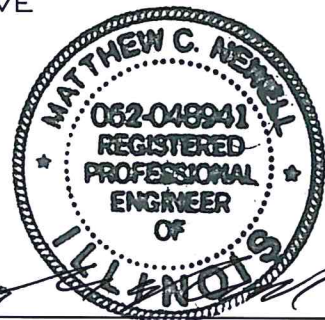
indicates existing corporate limits

0.459± acres

AREA 0.0007± sq. miles

142± lin. ft. of public road

HICKORY POINT township



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Public Works

DATE: 1/24/2020

MEMO: 2020-16

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory 2991 North Westlawn Avenue

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2991 North Westlawn Avenue	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2991 NORTH WESTLAWN 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 Michael J. Fombelle Sr., requesting that there be annexed to the City territory described as:

LOT 1 OF PLAT ENTITLED THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD P.M. AS PER PLAT RECORDED IN BOOK 22, PAGE 41 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, CONTAINING 5 ACRES.

SUBJECT TO AN EASEMENT WHICH IS HEREBY RESERVED TO GRANTORS AND ALL FUTURE GRANTEES FOR INGRESS, REGRESS AND EGRESS ON AND OVER AN EXISTING ROADWAY NOW LOCATED IN THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND DEDICATIONS OF RECORD.

SUBJECT TO DEDICATION OF RIGHT-OF-WAY TO DECATUR TOWNSHIP HIGHWAY COMMISSIONER AS RECORDED IN BOOK 1871, PAGE 217 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 04-12-05-200-005

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 3rd day of February 2020.

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.) _____

Michael J Fombelle Sr.

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2991 N. Westlawn Avenue, and legally described as follows:

LOT 1 OF PLAT ENTITLED THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 16 NORTH, RANGE 2 EAST OF THE 3RD P.M. AS PER PLAT RECORDED IN BOOK 22, PAGE 41 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, CONTAINING 5 ACRES.

SUBJECT TO AN EASEMENT WHICH IS HEREBY RESERVED TO GRANTORS AND ALL FUTURE GRANTEES FOR INGRESS, REGRESS AND EGRESS ON AND OVER AN EXISTING ROADWAY NOW LOCATED IN THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY.

SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND DEDICATIONS OF RECORD.

SUBJECT TO DEDICATION OF RIGHT-OF-WAY TO DECATUR TOWNSHIP HIGHWAY COMMISSIONER AS RECORDED IN BOOK 1871, PAGE 217 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #04-12-05-200-005 _____

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

[Handwritten Signature]

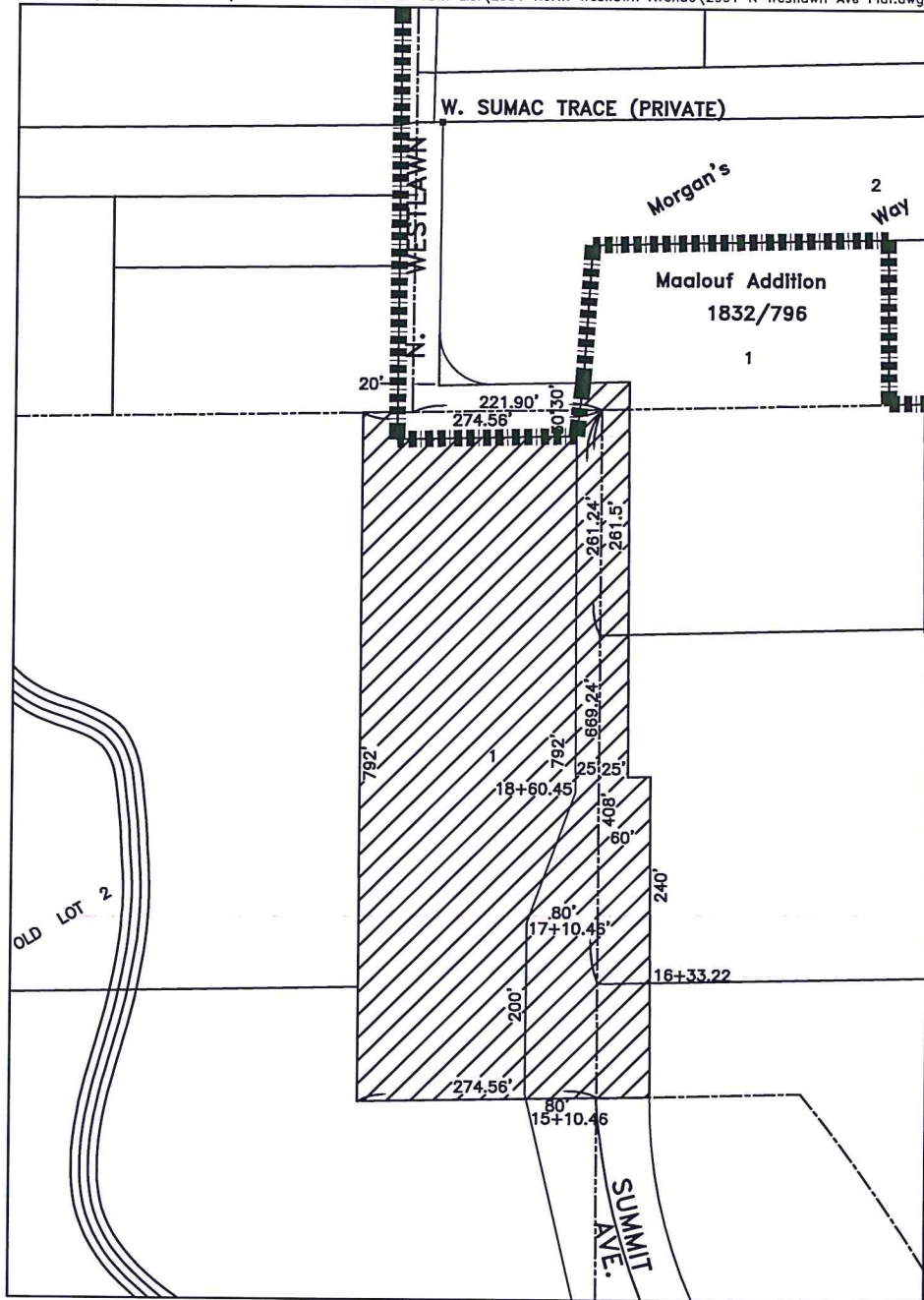
Michael J Fombelle

2991 N. Westlawn

Signed and sworn to before me this 6th day of January, 2020

[Handwritten Signature]
Notary Public





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2991 NORTH WESTLAWN AVENUE



indicates territory annexed



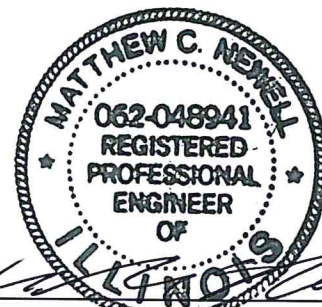
indicates existing corporate limits

5.45± acres

AREA 0.0085± sq. miles

792± lin. ft. of public road

DECATUR township



CITY ENGINEER DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

SUBJECT: Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-Captain Lane, Wilcox Lane, Sullivan Drive

ATTACHMENTS:

Description	Type
2020-03 City Council Memorandum	Cover Memo
Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-Captain Lane, Wilcox Lane, Sullivan Drive	Resolution Letter

**CITY COUNCIL MEMORANDUM
NO. 2020-03**

January 27, 2020

TO: Honorable Mayor and City Council Members

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: Annexation of Surrounded Properties:
2333, 2305, 2251 Captain Ln.-2294, 2278, 2242, 2263 Wilcox Ln.-
3424, 3409, 3373, 3355, 3331 Sullivan Dr.
2324 Dunes Dr.
3338 Las Vegas Dr.-3335, 3345 Desert Inn Rd.-2233, 2221 Sands Dr.
4115, 4116 N. Doneta Ave. AKA 4115, 4116 Doneta Ave.

RECOMMENDATION: Under Illinois law, territory of less than sixty (60) acres which is entirely surrounded by a municipality may be annexed by that municipality after ten (10) days notice in a newspaper of general circulation. These items before the Council will authorize publication of such notices, and the Council will then take action to annex said territories on March 16, 2020.

Staff recommends approval of both the Resolutions Indicating Intent to Annex and the Annexation Ordinances.

RESOLUTION NO. R-

**RESOLUTION INDICATING INTENT TO ANNEX AN
UNINCORPORATED TERRITORY, SETTING A HEARING TO
CONSIDER SUCH ANNEXATION, AND DIRECTING
PUBLICATION OF HEARING NOTICE
-CAPTAIN LANE, WILCOX LANE, SULLIVAN DRIVE-**

WHEREAS, the City of Decatur desires to annex a certain unincorporated territory containing sixty (60) acres or less, located on Captain Lane, Wilcox Lane, Sullivan Drive, and more specifically described in Exhibit A attached hereto and hereby made a part hereof; and

WHEREAS, the area to be annexed is wholly bounded by the City's corporate limits; and

WHEREAS, the City is authorized to annex the area without a petition pursuant to 65 ILCS 5/7-1-13.

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

Section 1. That the City Clerk be, and she is hereby, directed to publish a Notice of Intent to Annex the property described herein at the City Council's regular meeting on March 16, 2020, at 5:30 p.m. Said Notice of Intent to Annex is attached hereto as Exhibit B and hereby made a part hereof.

Section 2. That said Notice of Intent to Annex shall be published once in a newspaper of general circulation in the City of Decatur not less than ten (10) days prior to the City Council's consideration of said annexation ordinance.

PRESENTED AND ADOPTED THIS 3rd day of February, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEPUTY CITY CLERK

-LEGAL DESCRIPTION-
-CAPTAIN LANE, WILCOX LANE, SULLIVAN DRIVE-

Tract A

Lot 49 – Wilcox Wayside Farms Addition. Commonly known as 2333 Captain Lane, PIN 04-12-05-304-013; and also,

Tract B

Lot 48 – Wilcox Wayside Farms Addition. Commonly known as 2305 Captain Lane, PIN 04-12-05-304-014; and also,

Tract C

Lot 47 – Wilcox Wayside Farms Addition. Commonly known as 2251 Captain Lane, PIN 04-12-05-304-015; and also,

Tract D

Lot 43 – Wilcox Wayside Farms Addition. Commonly known as 2294 Wilcox Lane, PIN 04-12-05-304-006; and also,

Tract E

Lot 44 – Wilcox Wayside Farms Addition. Commonly known as 2278 Wilcox Lane, PIN 04-12-05-304-007; and also,

Tract F

Lot 45 – Wilcox Wayside Farms Addition. Commonly known as 2242 Wilcox Lane, PIN 04-12-05-304-008; and also,

Tract G

Lot 31 – Wilcox Wayside Farms Addition. Commonly known as 2263 Wilcox Lane, PIN 04-12-05-303-007; and also,

Tract H

Lot 30 – Wilcox Wayside Farms Addition. Commonly known as 3424 Sullivan Drive, PIN 04-12-05-303-008; and also,

Tract I

Lot 28 – Wilcox Wayside Farms Addition. Commonly known as 3409 Sullivan Drive, PIN 04-12-05-306-002; and also,

Tract J

Lot 27 – Wilcox Wayside Farms Addition. Commonly known as 3373 Sullivan Drive, PIN 04-12-05-306-003; and also,

Tract K

Lot 26 – Wilcox Wayside Farms Addition. Commonly known as 3355 Sullivan Drive, PIN 04-12-05-306-004; and also,

Tract L

Lot 25 – Wilcox Wayside Farms Addition. Commonly known as 3331 Sullivan Drive, PIN 04-12-05-306-005.

EXHIBIT A

NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on March 16, 2020, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 12 tracts of property totaling approximately 5.58 acres and is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

Tract A

Lot 49 – Wilcox Wayside Farms Addition. Commonly known as 2333 Captain Lane, PIN 04-12-05-304-013; and also,

Tract B

Lot 48 – Wilcox Wayside Farms Addition. Commonly known as 2305 Captain Lane, PIN 04-12-05-304-014; and also,

Tract C

Lot 47 – Wilcox Wayside Farms Addition. Commonly known as 2251 Captain Lane, PIN 04-12-05-304-015; and also,

Tract D

Lot 43 – Wilcox Wayside Farms Addition. Commonly known as 2294 Wilcox Lane, PIN 04-12-05-304-006; and also,

Tract E

Lot 44 – Wilcox Wayside Farms Addition. Commonly known as 2278 Wilcox Lane, PIN 04-12-05-304-007; and also,

Tract F

Lot 45 – Wilcox Wayside Farms Addition. Commonly known as 2242 Wilcox Lane, PIN 04-12-05-304-008; and also,

Tract G

Lot 31 – Wilcox Wayside Farms Addition. Commonly known as 2263 Wilcox Lane, PIN 04-12-05-303-007; and also,

Tract H

Lot 30 – Wilcox Wayside Farms Addition. Commonly known as 3424 Sullivan Drive, PIN 04-12-05-303-008; and also,

EXHIBIT B

Tract I

Lot 28 – Wilcox Wayside Farms Addition. Commonly known as 3409 Sullivan Drive, PIN 04-12-05-306-002; and also,

Tract J

Lot 27 – Wilcox Wayside Farms Addition. Commonly known as 3373 Sullivan Drive, PIN 04-12-05-306-003; and also,

Tract K

Lot 26 – Wilcox Wayside Farms Addition. Commonly known as 3355 Sullivan Drive, PIN 04-12-05-306-004; and also,

Tract L

Lot 25 – Wilcox Wayside Farms Addition. Commonly known as 3331 Sullivan Drive, PIN 04-12-05-306-005.

DATED this 3rd day of February, 2020.

DEPUTY CITY CLERK
CITY OF DECATUR, ILLINOIS

SUBJECT: Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-2324 Dunes Drive

ATTACHMENTS:

Description	Type
Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-2324 Dunes Drive	Resolution Letter

RESOLUTION NO. R-

**RESOLUTION INDICATING INTENT TO ANNEX AN
UNINCORPORATED TERRITORY, SETTING A HEARING TO
CONSIDER SUCH ANNEXATION, AND DIRECTING
PUBLICATION OF HEARING NOTICE
-2324 DUNES DRIVE-**

WHEREAS, the City of Decatur desires to annex a certain unincorporated territory containing sixty (60) acres or less, located on 2324 Dunes Drive, and more specifically described as follows:

Lot 13 Huston Forest Acres; and,

WHEREAS, the area to be annexed is wholly bounded by the City's corporate limits; and

WHEREAS, the City is authorized to annex the area without a petition pursuant to 65 ILCS 5/7-1-13.

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

1. The City Clerk be, and she is hereby, directed to publish a Notice of Intent to Annex the property described herein at the City Council's regular meeting on March 16, 2020, at 5:30 p.m. Said Notice of Intent to Annex is attached hereto as Exhibit A and hereby made a part hereof.
2. That said Notice of Intent to Annex shall be published once in a newspaper of general circulation in the City of Decatur not less than ten (10) days prior to the City Council's consideration of said annexation ordinance.

PRESENTED AND ADOPTED THIS 3rd day of February, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEPUTY CITY CLERK

NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on March 16, 2020, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 1 tract of property totaling approximately 0.48 acre and being more commonly known as 2324 Dunes Drive (PIN 07-07-32-426-005), is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

Lot 13 Huston Forest Acres.

DATED this 3rd day of February, 2020.

DEPUTY CITY CLERK
CITY OF DECATUR, ILLINOIS

EXHIBIT A

SUBJECT: Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-Las Vegas Drive, Desert Inn Road, Sands Drive

ATTACHMENTS:

Description	Type
Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-Las Vegas Drive, Desert Inn Road, Sands Drive	Resolution Letter

RESOLUTION NO. R-

**RESOLUTION INDICATING INTENT TO ANNEX AN
UNINCORPORATED TERRITORY, SETTING A HEARING TO
CONSIDER SUCH ANNEXATION, AND DIRECTING
PUBLICATION OF HEARING NOTICE
-LAS VEGAS DRIVE, DESERT INN ROAD, SANDS DRIVE-**

WHEREAS, the City of Decatur desires to annex a certain unincorporated territory containing sixty (60) acres or less, located on Las Vegas Drive, Desert Inn Road, Sands Drive, and more specifically described in Exhibit A attached hereto and hereby made a part hereof; and

WHEREAS, the area to be annexed is wholly bounded by the City's corporate limits; and

WHEREAS, the City is authorized to annex the area without a petition pursuant to 65 ILCS 5/7-1-13.

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

Section 1. That the City Clerk be, and she is hereby, directed to publish a Notice of Intent to Annex the property described herein at the City Council's regular meeting on March 16, 2020, at 5:30 p.m. Said Notice of Intent to Annex is attached hereto as Exhibit B and hereby made a part hereof.

Section 2. That said Notice of Intent to Annex shall be published once in a newspaper of general circulation in the City of Decatur not less than ten (10) days prior to the City Council's consideration of said annexation ordinance.

PRESENTED AND ADOPTED THIS 3rd day of February, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEPUTY CITY CLERK

LEGAL DESCRIPTION
-LAS VEGAS DRIVE, DESERT INN ROAD, SANDS DRIVE-

Tract A

Huston Forest Acres Lot 57. Commonly known as 3338 Las Vegas Drive, PIN 07-07-32-430-003; and also,

Tract B

Lot 58 Huston Forest Acres. Commonly known as 3335 Desert Inn Road, PIN 07-07-32-430-008; and also,

Tract C

Huston Forest Acres Lot 59. Commonly known as 3345 Desert Inn Road, PIN 07-07-32-430-007; and also,

Tract D

Lot 62 Huston Forest Acres. Commonly known as 2233 Sands Drive, PIN 07-07-32-430-006; and also,

Tract E

Lot 74 Huston Forest Acres. Commonly known as 2221 Sands Drive, PIN 07-07-32-427-001.

NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on March 16, 2020, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 5 tracts of property totaling approximately 2.33 acres and is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

Tract A

Huston Forest Acres Lot 57. Commonly known as 3338 Las Vegas Drive, PIN 07-07-32-430-003; and also,

Tract B

Lot 58 Huston Forest Acres. Commonly known as 3335 Desert Inn Road, PIN 07-07-32-430-008; and also,

Tract C

Huston Forest Acres Lot 59. Commonly known as 3345 Desert Inn Road, PIN 07-07-32-430-007; and also,

Tract D

Lot 62 Huston Forest Acres. Commonly known as 2233 Sands Drive, PIN 07-07-32-430-006; and also,

Tract E

Lot 74 Huston Forest Acres. Commonly known as 2221 Sands Drive, PIN 07-07-32-427-001.

DATED this 3rd day of February, 2020.

DEPUTY CITY CLERK
CITY OF DECATUR, ILLINOIS

EXHIBIT B

SUBJECT: Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice-4115 North Doneta Avenue AKA 4115 Doneta Avenue, 4116 North Doneta AKA 4116 Doneta Avenue

ATTACHMENTS:

Description	Type
Resolution Indicating Intent to Annex an Unincorporated Territory, Setting Hearing to Consider Such Annexation, and Directing Publication of Hearing Notice- 4115 North Doneta Avenue AKA 4115 Doneta Avenue, 4116 North Doneta AKA 4116 Doneta Avenue	Resolution Letter

RESOLUTION NO. R-

**RESOLUTION INDICATING INTENT TO ANNEX AN
UNINCORPORATED TERRITORY, SETTING A HEARING TO
CONSIDER SUCH ANNEXATION, AND DIRECTING
PUBLICATION OF HEARING NOTICE
-4115 NORTH DONETA AVENUE AKA 4115 DONETA AVENUE-
-4116 NORTH DONETA AVENUE AKA 4116 DONETA AVENUE-**

WHEREAS, the City of Decatur desires to annex a certain unincorporated territory containing sixty (60) acres or less, located on 4115 North Doneta Avenue (AKA 4115 Doneta Avenue), 4116 North Doneta Avenue (AKA 4116 Doneta Avenue), and more specifically described in Exhibit A attached hereto and hereby made a part hereof; and

WHEREAS, the area to be annexed is wholly bounded by the City's corporate limits; and

WHEREAS, the City is authorized to annex the area without a petition pursuant to 65 ILCS 5/7-1-13.

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

Section 1. That the City Clerk be, and she is hereby, directed to publish a Notice of Intent to Annex the property described herein at the City Council's regular meeting on March 16, 2020, at 5:30 p.m. Said Notice of Intent to Annex is attached hereto as Exhibit B and hereby made a part hereof.

Section 2. That said Notice of Intent to Annex shall be published once in a newspaper of general circulation in the City of Decatur not less than ten (10) days prior to the City Council's consideration of said annexation ordinance.

PRESENTED AND ADOPTED THIS 3rd day of February, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEPUTY CITY CLERK

LEGAL DESCRIPTION

-4115 NORTH DONETA AVENUE AKA 4115 DONETA AVENUE-
-4116 NORTH DONETA AVENUE AKA 4116 DONETA AVENUE-

Tract A

Lot 9 Coopers 2nd Subdivision. Commonly known as 4115 North Doneta Avenue (AKA 4115 Doneta Avenue), PIN 07-07-28-303-005; and also,

Tract B

Lot 4 Coopers 2nd Subdivision. Commonly known as 4116 North Doneta Avenue (AKA 4116 Doneta Avenue), PIN 07-07-28-329-002.

NOTICE OF INTENT TO ANNEX

PLEASE TAKE NOTICE that pursuant to the Illinois Municipal Code, 65 ILCS 5/7-1-13, notice is hereby given that the annexation of the surrounded territory described below is contemplated by the City Council of the City of Decatur, Illinois, and that they propose to consider and take action on an ordinance annexing such surrounded territory at a regular meeting of the Decatur City Council on March 16, 2020, at 5:30 p.m. in the City Council Chambers, #1 Gary K. Anderson Plaza, Decatur, Illinois.

The territory under consideration consists of 2 tracts of property totaling approximately 0.92 acres and is wholly surrounded by the City of Decatur corporate limits and is legally described as follows:

Tract A

Lot 9 Coopers 2nd Subdivision. Commonly known as 4115 North Doneta Avenue (AKA 4115 Doneta Avenue), PIN 07-07-28-303-005; and also,

Tract B

Lot 4 Coopers 2nd Subdivision. Commonly known as 4116 North Doneta Avenue (AKA 4116 Doneta Avenue), PIN 07-07-28-329-002.

DATED this 3rd day of February, 2020.

DEPUTY CITY CLERK
CITY OF DECATUR, ILLINOIS

EXHIBIT B

City Clerk

DATE: 1/27/2020

MEMO: 2020-01

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT:
Resolution Approving Reappointments - Electrical Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of Mark Laughery and Owen Majeres to the Electrical Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointments by the Mayor of the following named as members of the board or commission set opposite their respective names, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Mark Laughery	Electrical Commission	12/1/21
Owen Majeres	Electrical Commission	12/1/21

DATED this 3rd day of February, 2020.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2020-_____
RESOLUTION APPROVING REAPPOINTMENTS

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

PRESENTED AND ADOPTED this 3rd day of February, 2020.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 3rd day of February, 2020.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 1/27/2020

MEMO: 2020-02

TO: Mayor Julie Moore Wolfe
City Council Members

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

SUBJECT: Resolution Approving Appointment - Electrical Commission

SUMMARY RECOMMENDATION:

Council is asked to pass the proposed Resolution approving the appointment of Wade Watson to the Electrical Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Wade Watson Electrical Commission 12/1/2022

DATED this 3rd day of February, 2020.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2020-_____
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 3rd day of February, 2020.

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 3rd day of February, 2020.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 1/30/2020

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: City-County Agreement

BACKGROUND: At the last meeting, the City Council approved an agreement with Ann Schneider for governmental liaison and consulting services. The amount of the contract is unchanged from the previous year. The cost of this engagement is split 50/50 between the city and Macon County. Proposed here for adoption is the sub-agreement between the city and the county for reimbursement to the city of half of the contract total.

ATTACHMENTS:

Description	Type
Resolution and Agreement	Resolution Letter

RESOLUTION NO. R2020-_____

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

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

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

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

PRESENTED AND ADOPTED this 3rd day of February, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2020.

THE CITY OF DECATUR, ILLINOIS

BY: _____
City Manager

THE COUNTY OF MACON, ILLINOIS

BY: _____
County Board Chairman

ATTACHMENTS:

Description

Type

Lake Decatur Watershed - 4th Quarter
Report 2019

Backup Material

TO: Honorable Mayor, Julie Moore Wolfe
FROM: Natalie Misner, Watershed Specialist, Macon County SWCD
DATE: January 22, 2020
SUBJECT: 4th Quarter Report
PERIOD: October 1, 2019 – December 31, 2019

**CITY OF DECATUR
LAKE DECATUR WATERSHED PROGRAM**



Better Reflections through Soil Conservation

**4th Quarter Report on the Lake Decatur Watershed Program
October 1, 2019 – December 31, 2019
Macon County SWCD**

CC: Councilman Bill Faber
Councilman David Horn
Councilman Chuck Kuhle
Councilwoman Lisa Gregory
Councilman Pat McDaniel
Councilman Rodney Walker
Mr. Scot Wrighton, City Manager
Mr. Matt Newell, Public Works Director
Mr. Keith Alexander, Water Production Manager

Conservation Cost-Share Programs

Lake Decatur Watershed Program

The Lake Decatur Watershed Program (LDWP) provided \$25,000 of funding to the SWCD to administer toward conservation practices that reduce soil erosion and sedimentation within the Lake Decatur Watershed. Applications for the program are taken year-round and then ranked each March to determine the cost effectiveness of the practice. This fiscal year, 4 projects were funded through the LDWP. The program offers 60% cost-share while landowners pay for the remaining 40% of the cost. The table below provides details regarding the projects that were funded through the LDWP.

Practice	County	Township	Sediment Saved (Tons/Yr)	Located in Lake Decatur Watershed?
Sediment Basin	Piatt	Goose Creek East	521	Yes
Sediment Basin	Macon	Whitmore	91	Yes
Sediment Basin	Macon	Whitmore	132	Yes
Terrace	Macon	South Wheatland	11	Yes

Partners for Conservation Program

Funding for the Partners for Conservation Program (PFC) comes from the Illinois Department of Agriculture. In FY19, there was an unusually large funding pool available from the IDOA while decisions regarding other programs were being made. With the opportunity to request significantly more than in previous years, the SWCD requested and received \$34,000 in cost-share dollars to implement soil conservation practices. This program offers 60-75% cost-share while landowners pay for the remaining project expense. Landowners within Macon County (both within and outside of the Lake Decatur Watershed) are eligible to apply for these funds.

Practice	County	Township	Sediment Saved (Tons/Yr)	Located in Lake Decatur Watershed?
Critical Area Planting	Macon	South Wheatland	17	No
Grassed Waterway	Piatt	Monticello	77	Yes
Grassed Waterway	Macon	Long Creek	28	Yes
Grassed Waterway	Macon	Harristown	47	No
Grassed Waterway	Macon	Hickory Point	14	No

Streambank Stabilization & Restoration Program

Funding for the SSRP comes from the Illinois Department of Agriculture. One streambank stabilization project was funded through SSRP this fiscal year by transferring \$6,000 of PFC cost-share dollars into the SSRP. Approximately 200 feet of streambank within Friends Creek was stabilized through this project.

Practice	County	Township	Sediment Saved (Tons/Yr)	Located in Lake Decatur Watershed?
Streambank Stabilization	Macon	Friends Creek	15	Yes

Watershed Activities

MS4 Agreement:

Since 2009, the MS4 communities of the City of Decatur, the Villages of Forsyth and Mt. Zion have worked in partnership with the SWCD to implement stormwater management on behalf of the MS4s. This allows for a consistently applied set of standards regarding BMPs, construction site inspections for the Land Disturbance Permit program, and inspection of detention basins. This quarter, **10** land disturbance permits were issued bringing the year-to-date total up to 46 permits. Of these permits, 28 are located within the Lake Decatur Watershed. In addition to performing construction site inspections, each year the SWCD inspects 25% of a municipality's detention basins to monitor long-term stormwater management infrastructure.

Saving Tomorrow's Agricultural Resources (STAR):

The SWCD entered into a license agreement with the Champaign County SWCD to offer the STAR Program within Macon County near the end of FY19. The STAR Program is a free tool to assist farm operators and land owners in evaluating their nutrient and soil loss management practices on individual fields by assigning points for each cropping, tillage, nutrient application and soil conservation activity used on that field. The total points are used in a scale to determine a rating of 1 to 5 stars for each individual field.

Technical Assistance:

The Watershed Staff are available to answer erosion and flooding complaints in the City of Decatur and the watershed. In the past quarter, staff received **8** requests for assistance pertaining to the next round of lakeshore erosion, cost-share programs, inlet protection and plant identification.

Grants

USDA's Regional Conservation Partnership Program:

The SWCD submitted a request to renew the project to the NRCS, however that request was not approved for FY20. NRCS received over 90 applications with over \$300 million requested. Available funding allowed NRCS to fund 20% of the renewal requests. None of these approved

requests were from Illinois. The project is currently waiting in a one year “no-cost, no-work” agreement with the NRCS with another opportunity to submit a renewal request later in 2020.

RCPG Grant Proposals can be submitted on annual basis and with strong partnerships, careful planning and adequate landowner interest, Macon County could be positioned to submit a fresh, new proposal in the near future.

IEPA 319 Grant Planning & Implementation Grants

The larger Sangamon River Watershed has been designated a priority watershed for 319 Implementation Grant funding in 2022 by the IEPA, with grant applications due in August 2021. Both the Friends Creek Watershed and Big/Long Creek Watershed are positioned to pursue 319 Implementation Grant funding with recently completed watershed plans.

Public Education Programs

Education is provided to the general public, including adults and children, on soil and water conservation issues, careers in conservation, stormwater management, and erosion and sediment control. SWCD staff and board members provide time and energy in these efforts. This year, the following education programs were hosted or participated in as educators:

<i>Date</i>	<i>Name of Event</i>	<i>Program Presented</i>	<i>People in Attendance</i>
1/10/19	Lady Landowners	Women in Agriculture	35
2/4/19	Contractor Pipeline Safety	Pipeline Safety	13
2/21/19	Contractors Meeting	ILR10 update, BMPS, Site inspections	51
3/1/19	Women Changing the Face of Agriculture	Careers in Agriculture	300
3/7/19	Annual SWCD Meeting	IDOT’s Roadside Mowing Program for Pollinators	21
3/14/19	Lady Landowners	Women in Agriculture	33
3/25/19	Friends Creek Stakeholder Meeting	Watershed Plan	4
4/11/19	Land Use Council Envirothon	Wildlife, Soils, Aquatics, Forestry, Environmental issues	50
4/27/19	Festival of Spring	Friend Creek Watershed Plan, MS4 Basics	325
5/1/19	Agucation	Ag Conservation	500
5/9/19	Lady Landowners	Women in Agriculture	36
5/16/19	Conservation Day w/ Mclean Co.	Conservation Bingo	420
5/23/19	Friends Creek Stakeholder Meeting	Watershed Plan	5
7/11/19	Lady Landowners	Women in Agriculture	35
7/12/19	MS4 Stormwater Workshop, Champaign & Macon County	ILR10 Permit updates, BMPs	50

	MS4s		
8/27-28/19	Farm Progress Show	Past, Present & Future of Ag	500
9/4/19	Watershed Tour w/ Bloomington	SWCD/City Agreement, BMPs	9
9/12/19	Lady Landowners Annual Bus Trip	KSI soil testing, USACE, SCCS Greenhouse, wine making	30
10/10/19	Fish Sale	Fish Sale	16
11/14/19	Lady Landowners	Women in Agriculture	39
Total Reached in FY19			2,472

Aside from these educational programs, the SWCD staff serve in the following capacity to enhance educational outreach throughout the county and the watershed:

- Assist Macon County Lady Landowners by maintaining their membership list and assisting with meeting notification and presenting at meetings
- Participate in and perform secretarial duties for the Heart of the Sangamon River Ecosystem Partnership meetings
- Update and maintain the SWCD website and Facebook pages with information that is pertinent to the mission of the District.

Closing Comments

We have included the financial report for the quarter ending December 31, 2019 with this report. If you would like more detailed financial information, you may request a copy of our CPA completed annual audit which we submit to the Illinois Department of Agriculture.

The staff and Board of Directors of the District thank the City for its continued support of our conservation efforts within the Lake Decatur Watershed. We truly could not accomplish what we do without your support, both financial and institutional. We would like to invite members of the City Council to visit us at the USDA Service Center at 3342 N. President Howard Brown Blvd., Decatur, Illinois 62521. We also can arrange personal tours of our watershed projects. If you have any questions, please call us at 217-877-5670, extension 3.

Board of Directors

David Carr, Chairman
Eric Veech, Vice Chairman
Katie Sellmeyer, Secretary / Treasurer
Chase Brown, Director
Ross Ferrill, Director

Staff

Manny Wei, Watershed Technician
Natalie Misner, Watershed Specialist
Angela Daily, Administrative Coordinator

ATTACHMENTS:

Description

Type

Lake Decatur Watershed - 2019 Year
End Report

Backup Material

TO: Honorable Mayor, Julie Moore Wolfe
FROM: Natalie Misner, Watershed Specialist, Macon County SWCD
DATE: January 22, 2020
SUBJECT: Year End Report
PERIOD: January 1, 2019 – December 31, 2019

**CITY OF DECATUR
LAKE DECATUR WATERSHED PROGRAM**



Better Reflections through Soil Conservation

**Year End Report on the Lake Decatur Watershed Program
January 1, 2019 – December 31, 2019
Macon County SWCD**

CC: Councilman Bill Faber
Councilman David Horn
Councilman Chuck Kuhle
Councilwoman Lisa Gregory
Councilman Pat McDaniel
Councilman Rodney Walker
Mr. Scot Wrighton, City Manager
Mr. Matt Newell, Public Works Director
Mr. Keith Alexander, Water Production Manager

Introduction

This report summarizes the activities of the Macon County Soil and Water District during Fiscal Year 2019. The cost-share programs described in the next section are the foundation on which the SWCD operates and make possible the opportunity to pursue and secure grant funding from described in the subsequent sections. In addition to the Lake Decatur Watershed and Partners for Conservation funds, the SWCD receives \$126,969 through an agreement with the City of Decatur to perform outreach, education, and project design and implementation throughout the Lake Decatur Watershed. Through the reliable funding of these programs, the SWCD is able to look ahead and plan larger scale/multi-year projects as well as leverage these funds to generate more funding for work to be completed in Macon County and the Lake Decatur Watershed.

In FY19, the SWCD used the City's investment of \$151,969 to generate approximately another \$198,000 for work within the county. Much of this work was performed within the Lake Decatur Watershed through the completion of a watershed plan for the Friends Creek Watershed and through the Regional Conservation Partnership Program focusing on BMP implementation for nutrient and sediment loss. These programs are described later in the report.

The Macon County Soil and Water District staff and board of directors appreciate the continued support of the City of Decatur and its partners!

Conservation Cost-Share Programs

Lake Decatur Watershed Program

The Lake Decatur Watershed Program (LDWP) provided \$25,000 of funding to the SWCD to administer toward conservation practices that reduce soil erosion and sedimentation within the Lake Decatur Watershed. Applications for the program are taken year-round and then ranked each March to determine the cost effectiveness of the practice. This fiscal year, 4 projects were funded through the LDWP. The program offers 60% cost-share while landowners pay for the remaining 40% of the cost. The table below provides details regarding the projects that were funded through the LDWP.

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Watershed Activities

MS4 Agreement:

Since 2009, the MS4 communities of the City of Decatur, the Villages of Forsyth and Mt. Zion have worked in partnership with the SWCD to implement stormwater management on behalf of the MS4s. This allows for a consistently applied set of standards regarding BMPs, construction site inspections for the Land Disturbance Permit program, and inspection of detention basins. A total of 46 Land Disturbance Permits were issued in FY19. Of these permits, 28 are located within the Lake Decatur Watershed. In addition to performing construction site inspections, each year the SWCD inspects 25% of a municipality’s detention basins to monitor long-term stormwater management infrastructure.

Other accomplishments in the MS4 program during FY19 included:

- Planning and executing a successful Stormwater Conference in February for contractors, planners, engineers, and city officials.

- Partnering with the Champaign County MS4 to provide a second stormwater conference in July.
- The creation of a new MS4 website (www.maconcleanwater.com) with a more user-friendly web hosting platform and mobile-friendly viewing. The transfer was completed by the SWCD and included significant content updates.
- Updates to the MS4 and detention basin inspection forms to simplify communication between the SWCD and contractors.

Saving Tomorrow’s Agricultural Resources (STAR):

The SWCD entered into a license agreement with the Champaign County SWCD to offer the STAR Program within Macon County. The STAR Program is a free tool to assist farm operators and land owners in evaluating their nutrient and soil loss management practices on individual fields by assigning points for each cropping, tillage, nutrient application and soil conservation activity used on that field. The practices selected and the point values assigned are determined by a group of scientists and researchers, including some farmers who are involved in research. That “Science Committee” base their analysis of recommended practices on the potential contribution to the goals of the NLRs. The total points are used in a scale to determine a rating of 1 to 5 Stars for each individual field.

The potential benefits and value of using this program include:

- decreased nutrient loss
- increased net farm income
- gain new farms to lease as land owners can evaluate tenants’ contributions to conservation
- assist in securing local conservation cost share (when available)
- reduce crop insurance premiums
- assist producers in obtaining documentation to support potential water quality issues
- assist producers to obtain potential market incentives for sustainable cropping practices

Technical Assistance:

The Watershed Staff are available to answer erosion and flooding complaints in the City of Decatur and the watershed. SWCD staff received 21 requests for assistance over the course of FY19. Many of these were pertaining to the cost-share programs, fish sales, fish kills, drainage districts, plant identification, sediment basin installation, lake shore erosion and the cover crop insurance incentive program released by IDOA.

Grants

USDA’s Regional Conservation Partnership Program:

The 2014-2019 RCPP Grant Agreement awarded to the Macon County SWCD for “BMP Implementation for Nutrient and Sediment Loss Reduction in Macon County, Illinois,” for conservation in the Sangamon River Watershed concluded on September 30, 2019. This grant provided \$521,027 in federal grant assistance and through match provided by the many

partners involved in the project, another \$691,255 in nutrient and sediment loss reduction work was achieved throughout the county.

The SWCD submitted a request to renew the project to the NRCS, however that request was not approved for FY20. NRCS received over 90 applications with over \$300 million requested. Available funding allowed NRCS to fund 20% of the renewal requests. None of these approved requests were from Illinois. The project is currently waiting in a one year “no-cost, no-work” agreement with the NRCS with another opportunity to submit a renewal request later in 2020.

RCPG Grant Proposals can be submitted on annual basis and with strong partnerships, careful planning and adequate landowner interest, Macon County could be positioned to submit a fresh, new proposal in the near future.

IEPA 319 Watershed Planning & Implementation Grants:

During FY19, the Friends Creek Watershed Plan was completed and approved by the Illinois Environmental Protection Agency (IEPA). The SWCD was able use funding from cost-share programs to secure approximately \$120,000 in funding from the IEPA to complete this planning effort with approximately \$70,000 in match coming from the efforts of the SWCD and its many partners. The planning effort was completed under budget and on time, despite several challenges along the way.

While 319 Grants Applications can be submitted at any time, the larger Sangamon River Watershed has been designated a priority watershed for 319 Implementation Grant funding in 2022 by the IEPA, with grant applications due in August 2021. Both the Friends Creek Watershed and Big/Long Creek Watershed are positioned to pursue 319 Implementation Grant funding with recently completed watershed plans.

Public Education Programs

Education is provided to the general public of all ages on soil and water conservation issues, careers in conservation, stormwater management, and erosion and sediment control. SWCD staff and board members provide time and energy in these efforts. This year, the following education programs were hosted or participated in as educators:

<i>Date</i>	<i>Name of Event</i>	<i>Program Presented</i>	<i>People in Attendance</i>
1/10/19	Lady Landowners	Women in Agriculture	35
2/4/19	Contractor Pipeline Safety	Pipeline Safety	13
2/21/19	Contractors Meeting	ILR10 update, BMPS, Site inspections	51
3/1/19	Women Changing the Face of Agriculture	Careers in Agriculture	300
3/7/19	Annual SWCD Meeting	IDOT's Roadside Mowing Program for Pollinators	21
3/14/19	Lady Landowners	Women in Agriculture	33
3/25/19	Friends Creek Stakeholder Meeting	Watershed Plan	4
4/11/19	Land Use Council Envirothon	Wildlife, Soils, Aquatics, Forestry, Environmental issues	50
4/27/19	Festival of Spring	Friend Creek Watershed Plan, MS4 Basics	325
5/1/19	Agucation	Ag Conservation	500
5/9/19	Lady Landowners	Women in Agriculture	36
5/16/19	Conservation Day w/ Mclean Co.	Conservation Bingo	420
5/23/19	Friends Creek Stakeholder Meeting	Watershed Plan	5
7/11/19	Lady Landowners	Women in Agriculture	35
7/12/19	MS4 Stormwater Workshop, Champaign & Macon County MS4s	ILR10 Permit updates, BMPs	50
8/27-28/19	Farm Progress Show	Past, Present & Future of Ag	500
9/4/19	Watershed Tour w/ Bloomington	SWCD/City Agreement, BMPs	9
9/12/19	Lady Landowners Annual Bus Trip	KSI soil testing, USACE, SCCS Greenhouse, wine making	30
10/10/19	Fish Sale	Fish Sale	16
11/14/19	Lady Landowners	Women in Agriculture	39
Total Reached in FY19			2,472

Aside from these educational programs, the SWCD staff serve in the following capacity to enhance educational outreach throughout the county and watershed:

- Assist Macon County Lady Landowners by maintaining their membership list and assisting with meeting notification and presenting at meetings

- Participate in and perform secretarial duties for the Heart of the Sangamon River Ecosystem Partnership meetings
- Update and maintain the SWCD website and Facebook pages with information that is pertinent to the mission of the District.

Closing Comments

We have included the financial report for the quarter ending December 31, 2019 with this report. If you would like more detailed financial information, you may request a copy of our CPA completed annual audit which we submit to the Illinois Department of Agriculture.

The staff and Board of Directors of the District thank the City for its continued support of our conservation efforts within the Lake Decatur Watershed. We truly could not accomplish what we do without your support, both financial and institutional. We would like to invite members of the City Council to visit us at the USDA Service Center at 3342 N. President Howard Brown Blvd., Decatur, Illinois 62521. We also can arrange personal tours of our watershed projects. If you have any questions, please call us at 217-877-5670, extension 3.

Board of Directors

David Carr, Chairman
Eric Veech, Vice Chairman
Katie Sellmeyer, Secretary / Treasurer
Chase Brown, Director
Ross Ferrill, Director

Staff

Manny Wei, Watershed Technician
Natalie Misner, Watershed Specialist
Angela Daily, Administrative Coordinator

FINANCIAL STATEMENT						
Lake Decatur Watershed Protection Program						
City Allocation for MCSWCD Vendor # 796						
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	12/31/2019	
	January 1 - March 31, 2019	April 1 - June 30, 2019	July 1 - September 30, 2019	October 1 - December 31, 2019	Total Invoiced to City	
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	FY ending 12/31/2019	Percent of Contract \$
Operational Expenses						
Salary Watershed Technician	13,022.50	\$ 13,337.50	\$ 14,050.00	\$ 8,425.00	\$ 48,835.00	32%
Salary Watershed Specialist	7,247.28	\$ 6,049.40	\$ 9,892.99	\$ 11,307.66	\$ 34,497.33	23%
1/3 Salary Administrative Coordinator	2,700.00	\$ 3,126.00	\$ 4,144.00	\$ 4,144.00	\$ 14,114.00	9%
Payroll taxes	3,821.16	\$ 2,014.08	\$ 2,338.88	\$ 2,480.71	\$ 10,654.83	7%
Benefits	800.00	\$ 1,284.16	\$ 1,330.18	\$ 1,600.00	\$ 5,014.34	3%
BMP Implementation				\$ 25,000.00	\$ 25,000.00	16%
Meetings and Training	64.79	\$ 235.00	\$ 93.49	\$ 813.06	\$ 1,206.34	0.8%
Professional fees	140.85	\$ 263.38	\$ 252.71	\$ 467.49	\$ 1,124.43	0.7%
Insurance		\$ 3,454.94	\$ 716.60		\$ 4,171.54	2.7%
Outreach	804.43		\$ 632.25	\$ 1,964.00	\$ 3,400.68	2.2%
Education	16.65		\$ 1,001.00	\$ 25.73	\$ 1,043.38	0.7%
Internet		\$ 25.31	\$ 37.95	\$ 37.95	\$ 101.21	0.1%
Truck/ Insurance	18.50	\$ 42.45	\$ 69.48	\$ 51.28	\$ 181.71	0.1%
Office Equipment					\$ -	0.0%
Office Expenses	538.99	\$ 76.24	\$ 638.78	\$ 429.63	\$ 1,683.64	1.1%
Postage	18.14	\$ 18.14	\$ 132.34	\$ 52.60	\$ 221.22	0.1%
Total Expenses	29,193.29	29,926.60	35,330.65	\$ 56,799.11	\$ 151,249.65	100%
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD 2019	
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.		Percentage Complete
Agreement Amount	\$ 151,969.00	\$ 122,775.71	\$ 92,849.11	\$ 57,518.46		
Total Invoiced to City	\$ 29,193.29	\$ 29,926.60	\$ 35,330.65	\$ 56,799.11		100%
Agreement Balance	\$ 122,775.71	\$ 92,849.11	\$ 57,518.46	\$ 719.35		