Monday, May 5, 2025
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Swearing in of New Council Member and Re-Elected Council Members
2. Roll Call
3. Pledge of Allegiance

II. Appearance of Citizens

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

III. Approval of Minutes

1. Approval of Minutes of April 21, 2025 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Accepting the Proposal and Authorizing the Execution of an Agreement for Professional Services for the FY2025 EPA Brownfields Assessment Grant between Fehr Graham and the City of Decatur
2. Resolution Authorizing an Agreement between the City of Decatur and Axon Enterprise Inc for Equipment and Services for the Decatur Police Department
3. City Manager Update
4. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent

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

A. Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One Ford F-550 Truck

B. Resolution Authorizing an Amendment to the Agreement with Paul's Machine and Welding Corporation for Lake Decatur Dam North Sluice Gate Repairs

C. Resolution Authorizing a Supplemental Agreement for the Two-Year Sponsored Research Agreement with the Board of Trustees of the University of Illinois for Hydrologic, Sediment and Nutrient Monitoring of the Sand Creek Watershed

D. Resolution Authorizing Payment to Enviroserve, Inc. for Disposal of Hazardous Materials from the South Water Treatment Plant

E. Ordinance Annexing Territory 2305 Highland Road

F. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co., Inc. for 2025 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2025-09

G. Resolution Approving Expenditure of City Funds to Renew Hardware Maintenance for the NetApp Data Storage Arrays with Presidio Networked Solutions Group

VI. Other Business

VII. Adjournment

CITY COUNCIL MINUTES
Monday, April 21, 2025

On Monday, April 21, 2025, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

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

City Manager Tim Gleason participated remotely through electronic attendance.

Mayor Moore Wolfe led the Pledge of Allegiance.

Kim Schwalbach presented a proclamation proclaiming April 30, 2025, "National Therapy Animal Day" in Decatur.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Ayn Owens, Charles Stone, David Sands and Jim Taylor.

Mayor Moore Wolfe called for approval of the minutes.

The minutes of April 7, 2025, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory, and Mayor Moore Wolfe voted aye. Councilman Pat McDaniel abstained from the vote. Mayor Moore Wolfe declared the motion carried.

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

Ms. Ruby James, Director of Finance, presented the Treasurer's Financial Report and answered questions from Council members regarding the budget.

2025-38 Ordinance Adopting City Code Chapter 51.7 Municipal Grocery Retailers' Occupation Tax and Municipal Grocery Service Occupation Tax, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Gleason gave a brief overview of the Ordinance.

Council members engaged in a discussion regarding the grocery tax, and it was clarified by several Council members that it was not a new tax but simply a change in who collected the tax.

Councilman Horn made a motion to table the Ordinance until the first City Council meeting in September, seconded by Councilman Cooper.

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

Council members continued their conversation about the tax, focusing on its various uses and the purposes it serves.

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

R2025-170 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Egizii Electric for South Water Treatment Plant Electrical Improvements, City Project 2022-18, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Mr. Matt Newell, Director of Public Works, gave an overview of the following two Resolutions as they both related to the same project.

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

R2025-171 Resolution Authorizing a Construction Engineering Contract with Crawford, Murphy and Tilly for South Water Treatment Plant Electrical Improvements, City Project 2022-18, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

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

City Manager Gleason provided the City Manager Update. Rose Miller, Decatur transit driver, was recently awarded the Katherine McClary Award, for the US Northeast Region, a national safety award recognizing operators at MV Transit for their focus on safety, customer service and community involvement.

Ms. Lacie Elzie, Director of Transportation Services, spoke about the prestigious award and spoke about Rose Miller's work history and her accomplishments.

City Manager Gleason announced that Brad Allen was appointed to Chief of Police, effective May 9, 2025, after serving 27 years with the Decatur Police Department, where he was previously the Deputy Chief of Administrative Operations.

Councilman Kuhle received commendation for his leadership and service on the Decatur City Council.

Deputy Chief of Administrative Operations Allen took the opportunity to share his journey with the Decatur Police Department, expressing heartfelt appreciation for the time he has spent serving the city.

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

R2025-172 Item A. Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One Ford F-150 Truck
R2025-173 Item B. Resolution Accepting the Bid and Authorizing the Execution of a Contract with William Charles Construction Company, LLC for the 27th Street Reconstruction Project, City Project 2024-11, Section No. 24-00411-00-RP
2025-39 Item C. Ordinance Annexing Territory 3158 Kathy Court
2025-40 Item D. Ordinance Annexing Territory 3046 South Wheatland Road
R2025-174 Item E. Resolution Accepting the Bid of Dunn Company for the Purchase of Bituminous Pavement Materials
R2025-175 Item F. Resolution Accepting the Bid of Metal Culverts, Inc. for the Purchase of Corrugated Steel Pipe
R2025-176 Item G. Resolution Accepting the Bid of VCNA Prairie LLC for the Purchase of Portland Cement Concrete
R2025-177 Item H. Resolution Accepting the Bid of Beelman Logistics LLC for the Purchase of Crushed Stone Aggregate
R2025-178 Item I. Resolution Authorizing a Second Contract Change Order with E.L. Pruitt Company for Chiller Replacement at the Decatur Public Library
R2025-179 Item J. Resolution Accepting E.L. Pruitt Co. Invoice for Water Service to 1170 N. Orchard Building
R2025-180 Item K. Resolution Authorizing Execution of a Contract between the City of Decatur and Balcones Midwest LLC for Processing Single Stream Recyclables
2025-41 Item L. Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Decatur Area Arts Council
Item M. Receiving and Filing of Minutes of Boards and Commissions

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

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

Councilman Kuhle reflected on his time with the Decatur City Council, expressing appreciation to his supporters. He also extended his best wishes for the future of both the council and the city.

Mayor Moore Wolfe expressed gratitude to Councilman Kuhle for his dedicated service on the City Council and honored him with a plaque on behalf of the City Council.

Councilman Horn raised questions with Mayor Moore Wolfe regarding remarks made on Brian Byers regarding the relocation of the Heritage Behavioral Health Center.

Councilman Cooper encouraged citizens to attend a Senior Health Fair to address healthcare concerns at the Decatur Public Library on April 22, 2025, from 12:00 P.M. to 2:00 P.M.

Councilman Kuhle announced that the Illinois Women's Pro Tennis Championship will be held June 9-15, 2025, at the Fairview Tennis Complex.

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

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:44 p.m.

Approved _____
Kim Althoff
City Clerk

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

No. 25-07

May 5, 2025

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Melissa Hon, Deputy City Manager
Lacie Elzy, Acting Economic & Community Development Director

SUBJECT: Resolution Accepting the Proposal and Authorizing the Execution of an Agreement for Professional Services for the FY2025 EPA Brownfields Assessment Grant between Fehr Graham and the City of Decatur.

RECOMMENDATION: It is recommended by staff that this item be approved, and the contract executed with Fehr Graham.

BACKGROUND: The City of Decatur has been awarded a $500,000 U.S. Environmental Protection Agency (EPA) Brownfields Assessment Grant. Brownfields are properties that were previously developed but are now abandoned or underutilized due to actual or perceived environmental contamination. These sites often present significant barriers to economic development, particularly in underserved areas. Through targeted mitigation planning and environmental assessment, this grant will help the City eliminate key obstacles to future development and reinvestment.

Grant funding will be used to support Fehr Graham in conducting a comprehensive inventory, characterization, and assessment of brownfield sites, as well as cleanup planning and community engagement activities. During the grant application process, the City identified 114 brownfield sites, underscoring the critical need for environmental evaluation and remediation planning.

Fehr Graham was selected following a competitive procurement process as the lowest responsible bidder, with a project proposal totaling $396,910—well within the awarded grant budget. As a Qualified Environmental Professional (QEP) with extensive experience in brownfields assessment, Fehr Graham demonstrated a strong understanding of the City's goals and a proven ability to deliver high-quality results. The City is confident in this partnership and optimistic about the impact of this project.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: Should the City Council have any questions, they may contact, Lacie Elzy at 542-3559 or lelzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: Execute Professional Services Agreement with Fehr Graham.

RESOLUTION NO._____

RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES FOR THE FY2025 EPA BROWNFIELDS ASSESSMENT GRANT BETWEEN FEHR GRAHAM AND THE CITY OF DECATUR

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

WHEREAS, the City desires a Brownfields Analysis for the EPA Brownfields grant; and,

WHEREAS, the City finds that this agreement with Fehr Graham provides the desired outcomes for this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Decatur as follows:

Section 1. That the agreement for professional services for Brownfields Analysis and Planning with Fehr Graham, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager and the City Clerk of the City of Decatur be, and they are hereby, authorized and directed to execute, seal and attest an Agreement between the City of Decatur, Illinois and Fehr Graham, for Professional Services , as specified in their proposal.

PRESENTED AND ADOPTED this 5th day of May 2025.

_____
Mayor, Julie Moore Wolfe

ATTEST:

_____
Kim Althoff, City Clerk

City of Decatur
FY2025 Brownfields Assessment Grant
Cooperative Agreement: CA# BF-00E3887 For Professional Services

This Brownfields Assessment Grant Agreement ("Agreement,) is made between the City of Decatur, Illinois, an Illinois municipal corporation ("City"), and Fehr Graham ("Contractor"). The City and Contractor ("Parties"), in consideration of the mutual covenants contained herein, and for valuable considerations exchanged between the parties hereto, hereby agree as follows:

Section 1. SERVICES

Contractor agrees to furnish the City with planning services as described in the attached Exhibit A, and incorporated herein by reference **Fehr Graham** Proposal dated February 26, 2025. Any work performed outside of Exhibit A, without the City's express written consent, shall be solely at the expense of the Contractor.

Section 2. AGREEMENT DURATION

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing until works are completed or until terminated pursuant to this Agreement.

Section 3. COMPENSATION

Total compensation for all work performed under this agreement shall not exceed Three Hundred Ninety Six Thousand Nine Hundred Ten Dollars ($396,910) as set forth in the pricing schedule of the Contractor's proposal marked Section 5: Study Cost, attached hereto and incorporated by reference. The contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts remaining due, accurate to the date of the invoice, with request for each payment.

Section 4. TERMINATION OF AGREEMENT

Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express written permission. The City may terminate this Agreement for any reason, without cause, upon giving thirty (30) days written notice to Contractor. Contractor may terminate this Agreement for cause only upon the City's material breach of this Agreement and failure to cure said breach within thirty (30) days after receiving Contractor's written notice of said breach.

Section 5. ASSIGNMENT AND/OR SUBCONTRACTING

Assignment of any portion of the work under this Agreement must be approved in writing in advance by the City. If subcontractors are to be used, this does not relieve the Contractor from any prime responsibility of complete and acceptable performance. The Contractor shall not enter into any subcontracts or agreements or start any work by the work forces of a subcontractor, with respect to this Agreement, without the prior written consent of the City. Any work that is subcontracted for this project must also abide by all clauses and terms listed in this agreement.

Section 6. RECORDS

The Contractor shall maintain and retain all books, records, documents and other material, which relate to the completion of this Agreement, and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all invoices and payments to and from the City. The City is subject to the Freedom of Information Act and records of the Contractor are considered records of the City and thus subject to disclosure upon requests or demand of the City. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the authorized representative(s) of the City, the Illinois State Auditor, the U.S. Department of Transportation, or other governmental officials authorized by law to monitor this Agreement, from the date of the Agreement through and until the expiration of three (3) years after the completion of the Agreement.

Section 7. GOVERNING LAW

All work done under this Agreement shall be controlled and governed by the laws of the State of Illinois and any actions related to this Agreement must be filed in court in the State of Illinois.

Section 8. INDEPENDENT CONTRACTOR

The City's relationship to the Contractor under this Agreement shall be that of an independent contractor. The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City. The City shall have no liability for Contractor's selection of personnel, employees, or subcontractors.

The City's compensation to Contractor shall be limited to that as set forth in this Agreement and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

Section 9. INDEMNIFICATION

The Contractor shall be responsible for any and all damages to property or persons to the extent caused by the Contractor's negligent act, errors and/or omissions in the performance of this contract and shall indemnify and hold harmless the City, its officers, and employees from all actions, claims, or

damages resulting therefrom. The Contractor shall assume all restitution and repair costs arising out of its negligent act, error, and/or omission.

The Contractor agrees to indemnify and hold harmless the City and its elected or appointed officials, employees, agents, and officers against any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, arising out of, related to, or resulting directly from this Agreement to the extent such losses, damages, injuries, and liabilities are caused by negligence of the Contractor. This Agreement shall apply to any and all such damages, except for those caused by intentional misconduct. This indemnification shall survive the termination of this Agreement and apply to the fullest extent of the law. In the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive protection of *Kotecki v. Cyclops Welding Corp, 146 Ill.2d 155 (1991)*. Notwithstanding anything foregoing to the contrary, the Parties shall not indemnify each other for any liabilities, damages, costs, or expenses resulting from the other party's own willful misconduct or negligence. The City does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq., or other such immunity statute or common law, by reason of indemnification or insurance.

Section 10. INSURANCE, LICENSURE, AND INTELLECTUAL PROPERTY

The Contractor, prior to the execution of the contract, shall obtain and keep in force during the performance of work under any contract, the following insurance coverages, provided by companies acceptable to the City and authorized to transact business in the state of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have a financial rating of VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverages may be specified by a special condition elsewhere in the contract. Workers compensation insurance shall be provided according to the provisions of the Illinois Workers Compensation Act, as amended.

Employers Liability	
a. Each Accident	$500,000
b. Disease – policy limit	$500,000
c. Disease – each employee	$500,000

Commercial General Liability	
a. General Aggregate Limit	$2,000,000
b. Products – Completed Operations	$2,000,000
c. Each Occurrence Limit	$1,000,000

Commercial Automobile Liability

Bodily Injury & Property Damage, Combined Single Limit	$1,000,000

The policy shall cover owned, non-owned, and hired vehicles. Upon request, the contractor shall file with the City certified copies of all insurance policies and all accompanying endorsements. The contractor shall supply certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. The certificate of insurance shall include the City of Decatur, its officers and employees an additional insured. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in for the required insurance.

It shall be an affirmative obligation upon the contractor to advise the City within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the contract. The contractor will hold the City harmless from all claims, suits, actions, damages or causes of action in any way arising during the term of the agreement, including reasonable attorney's fees for any personal injury, loss of life or damage to person or property sustained because of or because of the products or services supplied. Contractor's insurance will be primary.

Upon full payment of all monies owed to the Contractor, all drawings, specifications, reports and any other project documents (Work Product) prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the express use of the City. The Contractor shall have the right to retain original documents but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City upon full payment of all monies owed to the contractor unless otherwise specified in the negotiated agreement. The contractor agrees that basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon reasonable request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon reasonable request.

Section 11. CERTIFICATIONS

Executing this Agreement constitutes acknowledgement, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement, which the contractor is responsible for identifying and complying with:

Sexual Harassment: The contractor certifies that it follows the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge, or obligation to the City of Decatur.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a)-(d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Barred from Contracting: The contractor certified that is has not been barred from contracting as result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 or 720ILCS 5/33-4 or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. The Contractor is responsible for regularly updating their documents to reflect new prevailing wage rates made available by the Illinois Department of Labor at www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statues 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 CFR Ch. 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

Section 12. NOTICE

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

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

To: Attn: Senior Vice President Illinois Division Manager
35 W. Wacker Dr. Suite 3300
Chicago, IL 60601-2497

Section 13. REQUIRED CLAUSES

The language contained in Exhibit B, "REQUIRED CLAUSES", is incorporated into this Agreement by reference. Contractor shall insert in any subcontracts the clauses set forth in Exhibit B - "REQUIRED CLAUSES", along with their related attachments, plus a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these required clauses.

Section 14. COUNTERPARTS

This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto shall have signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document. The parties agree that facsimile copies of signatures on this Agreement shall have the same effect as original signatures.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed, sealed and attested by its City Manager and City Clerk.

THE CITY OF DECATUR, ILLINOIS

BY: _____

Tim Gleason, City Manager

ATTEST:

BY:_____

Kim Althoff, City Clerk

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed, sealed and attested by its Corporate Officers this day of _____, 2025

Fehr Graham

_____

By:_____

Title:_____

ATTEST:_____

By:_____

Title:_____

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

February 26, 2025

Director of Economic and Community Development
City of Decatur
1 Gary K. Anderson Plaza
Decatur, Illinois 62523

RE: FY2025 Brownfields Assessment Grant – QEP Services
Cooperative Agreement: CA# BF-00E03887

Thank you for selecting Fehr Graham as the Qualified Environmental Professional (QEP) for the City of Decatur's Brownfields Assessment grant. We are grateful for the opportunity and are pleased to provide this proposal and agreement for QEP services. This scope of work has been developed based on the approved Work Plan that is part of the executed Cooperative Agreement (CA) between the City of Decatur and the United States Environmental Protection Agency (USEPA) for the awarded assessment grant.

SCOPE OF SERVICES

The Fehr Graham team, along with subconsultants and subcontractors, will hold the QEP responsibilities and help the City of Decatur with the following tasks during the assessment grant period:

Task 1 – Cooperative Agreement Oversight:
Fehr Graham will assist the City in preparation of quarterly reporting, MBE/WBE reporting, annual financial reporting, USEPA Assessment, Cleanup and Redevelopment Exchange System (ACRES) database maintenance, and grant closeout reporting. QEP time spent in support of Task 1 will be invoiced on a labor and materials basis.

Task 2 – Site Identification, Prioritization and Engagement:
Ongoing, meaningful involvement from the community is an essential part of any brownfield program. Under this task, Fehr Graham will assist the City in preparation and during up to five (5) community outreach meetings and engagement with key stakeholders. Fehr Graham staff will be available for both in-person and virtual meetings throughout the grant period as the contract allows. Additionally, Fehr Graham understands the city will re-establish a Brownfields Redevelopment Advisory Committee (BRAC) to guide grant priorities. Fehr Graham staff will assist the city in leading BRAC meetings. QEP time spent in support of Task 2 will be invoiced on a labor and materials basis.

Task 3 – Inventory and Prioritization:
Fehr Graham will develop an inventory of potential brownfield sites along the target corridor through feedback from the city, past inventories, and desktop and windshield surveys. Fehr Graham will help the city and key stakeholders review the identified brownfield sites and prioritize them according to a set of scoring criteria, including Redevelopment Potential, Community Needs and Values, and Environmental Needs. The initial site prioritization will help determine sites for Phase I Environmental Site Assessments (ESAs). QEP time spent in support of Task 3 will be invoiced on a time and materials basis.

Task 4 – Market Study Planning:
Fehr Graham understands the City of Decatur will obtain a separate planning consultant for revitalization planning. During the planning process, Fehr Graham will be available to support the City's planning initiatives and provide input on specific environmental considerations.

Task 5 – Environmental Site Assessments (ESA):
Eligibility Determinations - Fehr Graham will prepare and submit 12 brownfield eligibility determination requests for target sites to the U.S. Environmental Protection Agency (EPA) and Illinois EPA, as appropriate for petroleum and hazardous substance sites. The fee for each eligibility determination is $800.

Phase I ESAs - Fehr Graham will conduct 12 Phase I ESAs following ASTM 1527-21 to meet All Appropriate Inquiry requirements. Each assessment will include a review of government records, submission of Freedom of Information Act requests, analysis of historical aerial images, fire insurance maps, topographic maps, and city directories, as well as interviews with property owners and occupants, and site reconnaissance. Findings from each Phase I ESA will be entered into the ACRES database, and an AAI checklist will be prepared for City of Decatur review. The scope and scale of subject properties will ultimately influence the cost for conducting each Phase I ESA. Once the sites have been prioritized, Fehr Graham will provide a confirmed fee to the city for each Phase I ESA. We expect Phase I ESAs will be completed for an average of $3,500 each.

Quality Assurance Project Plan and Health and Safety Plan - Fehr Graham will prepare a Quality Assurance Project Plan (QAPP) that follows USEPA standards, ensuring that quality assurance and quality control processes meet requirements for environmental data collected during sampling. Simultaneously, we will develop a project-specific Health and Safety Plan (HASP). The QAPP will require annual updates to notify USEPA of any substantial changes to laboratory limits, added laboratory analytes, standard procedures, and assessment personnel assignments. The fee for preparation and updates to the QAPP and HASP is $4,795.

Phase II ESAs - Following Phase I ESAs and discussions with the City, Fehr Graham will prepare four (4) Sampling and Analysis Plans (SAPs) and conduct Phase II ESA sampling and reporting. Phase II ESAs will investigate soil, groundwater, soil vapor, and hazardous building materials, including asbestos and lead-based paint. Fehr Graham personnel will oversee all site investigations and coordinate field sampling with drillers and laboratories. The scope of each Phase II ESA will vary based on size, access, sampling media, analytical parameters and suspected contamination. The expected cost for each Phase II ESA, including the associated SAP, is $30,000.

Supplemental Site Investigation and SRP Enrollment - At the City's discretion, Fehr Graham will develop Voluntary Cleanup Program enrollment forms and prepare Site Investigation Reports for three sites. In most cases, supplemental site investigations will be needed to gather additional data for enrollment in the Illinois EPA Site Remediation Program (SRP). The Illinois EPA SRP enrollment fees of $2,500 per site will be included in this task. The expected fee for each SRP enrollment, supplemental site investigation and Site Investigation Report is $40,000.

Task 6 – Cleanup and Reuse Planning:
If contamination is discovered that warrants cleanup, Fehr Graham will provide recommendations for the development of an Analysis of Brownfields Cleanup Alternatives (ABCA) for sites that will need cleanup. ABCAs will be developed for three (3) sites at a fee of $25,000 each.

EXCLUSIONS & ASSUMPTIONS

- Civil and conceptual site design services are excluded from QEP scope of work.
- Land survey services are excluded from QEP scope of work.
- Planned Unit Development services are excluded from QEP scope of work.
- Geotechnical evaluation and consultation is excluded from QEP scope of work.
- Demolition planning and cleanup bidding services are excluded from QEP scope of work.
- Physical remediation of contaminated materials is excluded from QEP scope of work.
- IEPA SRP enrollment and review fees are excluded from QEP scope of work.
- Underground Storage Tank reporting or removal services are excluded from QEP scope of work.
- Cleanup grant application preparation services are excluded from QEP scope of work.
- This proposal includes environmental consulting services, among other tasks, for site investigation and preparation of the SIR submittals for IEPA SRP review. Should the IEPA require additional investigation or reporting beyond initial submittals, additional fees will apply.
- Investigation Derived Waste (IDW) will not be containerized. Soil cuttings will be returned to each boring with hydrated bentonite chips. Purged groundwater will be spent on-site.
- Air-knife utility clearance. The cost to air-knife boring locations prior to drilling activities is $1,500 per day.
- Repair or replacement of subsurface field tiles or utilities not clearly identified or marked by public utilities.
- QEP and subcontractors will not be held responsible for landscape restoration as a result of drilling and sampling activities.
- QEP and subcontractors will not be held responsible for utility repairs related to unmarked or undocumented subsurface utilities/conduits.
- Costs for time incurred in developing eligibility determinations for sites that are later deemed ineligible by USEPA and/or IEPA. Time spent will be invoiced on a time and materials basis.

FEES

The following costs are anticipated for contractual environmental consulting services in correlation with the approved work plan and budget for each task:

Assessment Grant – Contractual Tasks	Fee
Task 1 – Cooperative Agreement Oversight	$ 7,200.00
Task 2 – Community Engagement	$ 6,075.00
Task 3 – Inventory and Prioritization	$ 12,240.00
Task 4 – Market Study Planning	---
Task 5 – Environmental Site Assessments	$ 296,395.00
Task 6 – Cleanup Planning	$ 75,000.00
Total:	**$ 396,910.00**

The total budget in the table above is the anticipated amount for contractual environmental consulting fees throughout the 4-year grant period. The fee associated with each task is estimated and subject to change over the course of the grant based on overall project needs directed by the City of Decatur and

approved by USEPA. Each task will consist of multiple project components and phases that will be separated on each monthly invoice.

Consultation time spent in Tasks 1, 2, 3 will be invoiced monthly on a time and materials basis, based on the attached hourly charge-out schedule. For Tasks 5 and 6, Fehr Graham will provide a specific fixed fee for each project identified by the City of Decatur. Written acknowledgement of the project fee will serve as authorization for Fehr Graham to proceed on the assigned task. Fees for Tasks 5 and 6 will be invoiced monthly based on percentage of completion.

REQUIRED CLAUSES

Disputes.

Disputes arising in the performance of this Contract, the authorized representative of the City Manager of the City of Decatur shall decide which are not resolved by agreement of the parties, in writing. This decision shall be final and conclusive unless the Contractor mails or otherwise furnishes a written appeal to the City Manager within ten (10) days from the date of receipt of its copy. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the Contractor and the Contractor shall abide be the decision. Unless otherwise directed by the City, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Termination.

Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express written permission. The City may terminate this Agreement for any reason, without cause, upon giving thirty (30) days written notice to Contractor. Contractor may terminate this Agreement for cause only upon the City's material breach of this Agreement and failure to cure said breach within thirty (30) days after receiving Contractor's written notice of said breach.

Ownership of Records and Documents/Confidential Information.

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City.

This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCD 140/1, et seq. (the "Act") requires the City to produce certain records that may be in the possession of Contractor. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to Contractor before receipt of same from the City; or (b) becomes publicly known other than through Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order. Contractor shall comply with the record retention and documentation requirements of the Local Records Act ILCS 205/1, et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was in fact, the City). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

Simplified Acquisition Threshold

Simplified Acquisition Threshold. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).)

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: (i) Complies with federal debarment and suspension requirements; and (ii) Reviews the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

Disadvantaged Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.

Financial Assistance Acknowledgement

Contracts resulting from procurement solicitations are subject to financial assistance agreements between the City, the Illinois Department of Transportation, and/or the United States Department of Transportation. This contract is contingent upon said agreements with the Illinois Department of Transportation and the United States Department of Transportation.

Prohibited Interest of Local Official

No member, or officer, or employee of the City of Decatur or local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Subcontracts

The Contractor shall not enter into any sub-contracts or agreements, or start any work by the work forces of a subcontractor, or use any materials from the stores of a subcontractor, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of the City. All such subcontracts and agreements shall be approved by the City.

Assignment

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the City. It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The City reserves the right to accept or reject any such assignment, although City acceptance shall not be unreasonably withheld. Acceptance of subcontractor's is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.):

Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.): For grants with an estimated total project cost of $500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the

Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantees will be permitted to seek from the Department a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The grantee must ensure compliance for the life of the entire project, including during the term of the grant and after the term ends, if applicable, and will be required to report on and certify its compliance.

EX. B

Council Memo
Police Department
No. 25-10

DATE: **5/5/2025**

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

FROM: **Tim Gleason, City Manager**
Shane Brandel, Chief of Police

SUBJECT:
Resolution Authorizing an Agreement between the City of Decatur and Axon Enterprise Inc for Equipment and Services for the Decatur Police Department

SUMMARY RECOMMENDATION: It is the recommendation of the staff that the resolution be approved.

BACKGROUND:
The Decatur Police Department currently operates with a fragmented, outdated set of systems to manage body-worn cameras, in-car video, interview room recordings, and digital evidence. These systems—primarily through Panasonic—are unreliable, inefficient, and not purpose-built for public safety. With key components of our digital evidence infrastructure being discontinued and frequent system failures occurring, immediate action is required to protect officer accountability, legal integrity, and public trust.

This resolution proposes that the Decatur Police Department switch providers of these systems to Axon Enterprise. Axon is a national leader in public safety technology and offers a comprehensive platform and ecosystem. Axon offers a reliable, modern, and scalable solution that enhances public safety, reduces risk, and delivers long-term value. While the annual cost seems higher on paper, it consolidates all critical functions, eliminates hidden costs, and sets a strong foundation for future public safety technology. This investment supports our officers, safeguards our community, and reflects a commitment to innovation, transparency, and responsible governance.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:
Council has previously approved the purchase of body-cameras, in-car video systems, and interview rooms, and associated software in the past. This system replaces former equipment and technology.

POTENTIAL OBJECTIONS:

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Shane Brandel, Chief of Police, 217-424-2745, sbrandel@decaturil.gov

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:

1. Axon Resolution
2. Final Master Services and Purchasing Agreement + Quote
3. States Attorney Letter of Support
4. Axon Body 4
5. Axon Fleet 3
6. Axon Interview Room
7. Axon Community Request
8. Axon Auto Transcribe
9. Axon Redaction Assistant

RESOLUTION NO. R2025-_____

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF DECATUR AND AXON ENTERPRISE INC FOR EQUIPMENT AND SERVICES FOR THE DECATUR POLICE DEPARTMENT

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

Section 1. That the services and purchasing agreement agreement presented to the City Council herewith from Axon Enterprise, Inc for a five-year agreement (2025-2029) for equipment and services for the Decatur Police Department 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 agreement and annual payments on behalf of the City of Decatur to Axon Enterprise, Inc in an amount not to exceed $552,000.10 for the year 2025, $552,000 for the year 2026, $552,000 for the year 2027, $552,000 for the year 2028, and $552,000 for the year 2029.

PRESENTED, PASSED, APPROVED and RECORDED this 5th day of May 2025.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5-year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes**. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the Taser Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one (1)

year hardware warranty through the extended warranty term purchased.

7.2. Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but

not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination**. Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix.

9. **Statement of Work**. Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings**. Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer

and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination**.

17.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

17.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General**.

19.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

19.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

19.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5. **Compliance with Laws**. Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

19.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

19.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

19.12 **Entire Agreement**. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions,Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**CUSTOMER**:
Axon Enterprise, Inc.	**City of Decatur, IL**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

1.1. “Data Controller” means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

1.2. “Data Processor” means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

1.3. "Customer Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer’s tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

1.4. "Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

1.5. “End User” means the natural person subject to Customer’s authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.

1.6. "Non-Content Data" is data, configuration, and usage information about Customer’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

1.7. "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.8. "Provided Data" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

1.9. “Subprocessor” means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

1.10. "Transformed Data" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access**. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more End Users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") and Customer may not upload non-TASER Data to Axon Evidence

3. **Customer Owns Customer Content**. Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon’s business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User’s use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning**. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

9. **Third-Party Unlimited Storage**. For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

10. **Location of Storage**. Axon may transfer Customer Content to third-party subprocessors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.

11. **Suspension**. Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

12. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

13. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "**Usage and Operations Data**") is

considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

14. **TASER Data Science Program**. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

    In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

15. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 plan. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    15.1., The Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription Term**")

    15.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    15.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

    15.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

16. **Axon Cloud Services Restrictions**. Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    16.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    16.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    16.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    16.4. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;

    16.5. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    16.6. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

16.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

16.8. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

16.9. **Draft One.** Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

17. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

18. **Post-Termination Assistance**. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

19. **U.S. Government Rights**. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

20. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies
Users go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration**.**

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes**:**

System set up and configuration • Axon performs discovery to understand and document the Agency's needs. • Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs. • Axon will facilitate a workflow discussion with the core admin team.

Disclosures • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
Training • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

13. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

14. **Access Computer Systems to Perform Services**. Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

15. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it

16. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of

delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

17. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Refresh**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay**. Axon may ship the BWC and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/ 10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Limited Warranty**.
   3.1. **"Deployment**" means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
   3.2. **Single User Warranty**. If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
   3.3. **Pooled User Warranty**. If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
   3.4. **Training User Devices**. If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
   3.5. **CEW Cartridges**. Used CEW cartridges are deemed to have operated properly.
   3.6. **Miscellaneous**. The following sections the Warranty Section in the MSPA shall apply to the TASER Devices: Disclaimer, Claims, Spare Axon Devices and Limitations.
   3.7. **Registration**. Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	**Days to Return from Start Date of TASER 10 Subscription**
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER Device Subscription Term**. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.

7. **Access Rights**. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices during the TASER Device Subscription Term. Customer may not exceed the number of End Users the Quote specifies.

8. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.

9. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.

10. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.

11. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    11.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.

    11.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

    11.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Fleet Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities**.

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. **Wireless Offload Server.**

   4.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. **Axon Vehicle Software**.

   5.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process

to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer.

    1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.

    1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a combined offering in a Quote or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the combined offering in the Quote or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.

   1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities**. When using API Service, Customer and its End Users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Customer nor its End Users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

FUSUS Appendix

1. **Access**. Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon Evidence may not be accessible or transferable to the FUSUS cloud services.

2. **Product Limits**. The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products

3. **Disclaimer**. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

4. **Data Privacy**. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management**. Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.

2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).

3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.

4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.

5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.

6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-573800-45758.756LB

Issued: 04/11/2025

Quote Expiration: 05/31/2025

Estimated Contract Start Date: 07/01/2025

Account Number: 110128

Payment Terms: N30

Mode of Delivery: UPS-GND

SHIP TO	BILL TO
Decatur Police Department - IL 707 W South Side Dr Decatur, IL 62521-4021 USA	Decatur Police Department - IL 1 Gary K Anderson Plz Decatur IL 62523-1005 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Luke Baldwin Phone: Email: lbaldwin@axon.com Fax:	Shane Brandel Phone: 217-424-2743 Email: sbrandel@decaturil.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$2,760,000.10
ESTIMATED TOTAL W/ TAX	$2,760,000.10

Discount Summary

Average Savings Per Year	$131,610.16
TOTAL SAVINGS	$658,050.80

Payment Summary

Date	Subtotal	Tax	Total
Jun 2025	$552,000.10	$0.00	$552,000.10
Jun 2026	$552,000.00	$0.00	$552,000.00
Jun 2027	$552,000.00	$0.00	$552,000.00
Jun 2028	$552,000.00	$0.00	$552,000.00
Jun 2029	$552,000.00	$0.00	$552,000.00
Total	**$2,760,000.10**	**$0.00**	**$2,760,000.10**

Quote Unbundled Price:	**$3,418,050.90**
Quote List Price:	**$3,191,256.90**
Quote Subtotal:	**$2,760,000.10**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
B00031	OSP-UNLIMITED	150	60	$173.19	$157.07	$157.07	$1,413,630.00	$0.00	$1,413,630.00
Fleet3B+TAP	Fleet 3 Basic + TAP	40	60	$230.20	$204.74	$204.74	$491,376.00	$0.00	$491,376.00
IR1CA	Interview Room 1 Camera Standard	5	60	$380.78	$346.43	$346.43	$103,929.00	$0.00	$103,929.00
IR1CA	Interview Room 1 Camera Standard	5	60	$380.78	$346.43	$346.43	$103,929.00	$0.00	$103,929.00
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	19			$1,638.90	$1,638.90	$31,139.10	$0.00	$31,139.10
H00001	AB4 Camera Bundle	150			$899.00	$899.00	$134,850.00	$0.00	$134,850.00
A la Carte Software									
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	150	60		$22.57	$0.35	$3,130.50	$0.00	$3,130.50
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	150	60		$32.76	$10.54	$94,840.50	$0.00	$94,840.50
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	150	60		$10.85	$10.85	$97,650.00	$0.00	$97,650.00
73618	AXON COMMUNITY REQUEST	150	60		$10.85	$10.85	$97,650.00	$0.00	$97,650.00
ProLicense	Pro License Bundle	14	60		$48.82	$35.10	$29,484.00	$0.00	$29,484.00
A la Carte Services									
99901	AXON ACCELERATE CONFERENCE REGISTRATION	4			$849.00	$0.00	$0.00	$0.00	$0.00
99901	AXON ACCELERATE CONFERENCE REGISTRATION	4			$849.00	$0.00	$0.00	$0.00	$0.00
99901	AXON ACCELERATE CONFERENCE REGISTRATION	4			$849.00	$0.00	$0.00	$0.00	$0.00
99901	AXON ACCELERATE CONFERENCE REGISTRATION	4			$849.00	$0.00	$0.00	$0.00	$0.00
99901	AXON ACCELERATE CONFERENCE REGISTRATION	4			$849.00	$0.00	$0.00	$0.00	$0.00
101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	5			$399.00	$0.00	$0.00	$0.00	$0.00
100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1			$1,500.00	$1,500.00	$1,500.00	$0.00	$1,500.00
85144	AXON BODY - PSO - STARTER	1			$10,000.00	$9,242.00	$9,242.00	$0.00	$9,242.00
80190	AXON EVIDENCE - CHANNEL SERVICES	1			$50,000.00	$50,000.00	$50,000.00	$0.00	$50,000.00
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	150	60		$10.85	$10.85	$97,650.00	$0.00	$97,650.00
Total							**$2,760,000.10**	**$0.00**	**$2,760,000.10**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	150	1	06/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	5	1	06/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	165	1	06/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	165	1	06/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	19	1	06/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	19	1	06/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	19	1	06/01/2025
Fleet 3 Basic + TAP	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	40	1	06/01/2025
Fleet 3 Basic + TAP	70112	AXON SIGNAL - VEHICLE	40	1	06/01/2025
Fleet 3 Basic + TAP	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	40	1	06/01/2025
Fleet 3 Basic + TAP	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	06/01/2025
Fleet 3 Basic + TAP	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	40	1	06/01/2025
Fleet 3 Basic + TAP	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	40	1	06/01/2025
Fleet 3 Basic + TAP	72048	AXON FLEET 3 - SIM INSERTION - ATT	40	1	06/01/2025
Interview Room 1 Camera Standard	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	5	1	06/01/2025
Interview Room 1 Camera Standard	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	5	1	06/01/2025
Interview Room 1 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	5	1	06/01/2025
Interview Room 1 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	5	1	06/01/2025
Interview Room 1 Camera Standard	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	5	1	06/01/2025
Interview Room 1 Camera Standard	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	5	1	06/01/2025
Interview Room 1 Camera Standard	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	5	1	06/01/2025
Interview Room 1 Camera Standard	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	5	1	06/01/2025
Interview Room 1 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	1	06/01/2025
Interview Room 1 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	1	06/01/2025
Interview Room 1 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	5	1	06/01/2025
Interview Room 1 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	5	1	06/01/2025
Interview Room 1 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	5	1	06/01/2025
Interview Room 1 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	5	1	06/01/2025
Interview Room 1 Camera Standard	74116	AXON INTERVIEW - COVERT ENCLOSURE	5	1	06/01/2025
Interview Room 1 Camera Standard	74116	AXON INTERVIEW - COVERT ENCLOSURE	5	1	06/01/2025
OSP-UNLIMITED	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	150	1	06/01/2025
OSP-UNLIMITED	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	300	1	06/01/2025
OSP-UNLIMITED	73309	AXON BODY - TAP REFRESH 1 - CAMERA	155	1	12/03/2027
OSP-UNLIMITED	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	19	1	12/03/2027
Fleet 3 Basic + TAP	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	06/01/2030
OSP-UNLIMITED	73310	AXON BODY - TAP REFRESH 2 - CAMERA	155	1	06/01/2030
OSP-UNLIMITED	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	19	1	06/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	40	07/01/2025	06/30/2030
Fleet 3 Basic + TAP	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	80	07/01/2025	06/30/2030
Interview Room 1 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	5	07/01/2025	06/30/2030
Interview Room 1 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	5	07/01/2025	06/30/2030
Interview Room 1 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	07/01/2025	06/30/2030
Interview Room 1 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	07/01/2025	06/30/2030
Interview Room 1 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	07/01/2025	06/30/2030
Interview Room 1 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	07/01/2025	06/30/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	07/01/2025	06/30/2030
Interview Room 1 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	07/01/2025	06/30/2030
Interview Room 1 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	07/01/2025	06/30/2030
Interview Room 1 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	5	07/01/2025	06/30/2030
Interview Room 1 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	07/01/2025	06/30/2030
Interview Room 1 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	07/01/2025	06/30/2030
OSP-UNLIMITED	73447	AXON FUSUS - LICENSE - PLUS USER	150	07/01/2025	06/30/2030
OSP-UNLIMITED	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	150	07/01/2025	06/30/2030
OSP-UNLIMITED	73638	AXON STANDARDS - LICENSE	150	07/01/2025	06/30/2030
OSP-UNLIMITED	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1500	07/01/2025	06/30/2030
OSP-UNLIMITED	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	150	07/01/2025	06/30/2030
OSP-UNLIMITED	73746	AXON EVIDENCE - ECOM LICENSE - PRO	150	07/01/2025	06/30/2030
OSP-UNLIMITED	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	07/01/2025	06/30/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	42	07/01/2025	06/30/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	14	07/01/2025	06/30/2030
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	150	07/01/2025	06/30/2030
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	150	07/01/2025	06/30/2030
A la Carte	73618	AXON COMMUNITY REQUEST	150	07/01/2025	06/30/2030
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	150	07/01/2025	06/30/2030

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	40
Interview Room 1 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	5
Interview Room 1 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	5
A la Carte	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1
A la Carte	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	5
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	150
A la Carte	80190	AXON EVIDENCE - CHANNEL SERVICES	1
A la Carte	85144	AXON BODY - PSO - STARTER	1
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	5		
Interview Room 1 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	5		
Fleet 3 Basic + TAP	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	40	06/01/2026	06/30/2030
Fleet 3 Basic + TAP	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	40	06/01/2026	06/30/2030
Fleet 3 Basic + TAP	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	06/01/2026	06/30/2030
OSP-UNLIMITED	80464	AXON BODY - TAP WARRANTY - CAMERA	150	06/01/2026	06/30/2030
OSP-UNLIMITED	80464	AXON BODY - TAP WARRANTY - CAMERA	5	06/01/2026	06/30/2030
OSP-UNLIMITED	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	19	06/01/2026	06/30/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	707 W South Side Dr	Decatur	IL	62521-4021	USA

Payment Details

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	150	$12,177.42	$0.00	$12,177.42
Annual Payment 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	150	$12,538.15	$0.00	$12,538.15
Annual Payment 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	150	$12,538.15	$0.00	$12,538.15
Annual Payment 1	73618	AXON COMMUNITY REQUEST	150	$12,538.15	$0.00	$12,538.15
Annual Payment 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	150	$401.95	$0.00	$401.95
Annual Payment 1	B00031	OSP-UNLIMITED	150	$181,508.62	$0.00	$181,508.62
Annual Payment 1	Fleet3B+TAP	Fleet 3 Basic + TAP	40	$63,092.15	$0.00	$63,092.15
Annual Payment 1	IR1CA	Interview Room 1 Camera Standard	5	$13,344.35	$0.00	$13,344.35
Annual Payment 1	IR1CA	Interview Room 1 Camera Standard	5	$13,344.35	$0.00	$13,344.35
Annual Payment 1	ProLicense	Pro License Bundle	14	$3,785.71	$0.00	$3,785.71
Prepayment Invoice	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	$1,500.00	$0.00	$1,500.00
Prepayment Invoice	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	5	$0.00	$0.00	$0.00
Prepayment Invoice	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$50,000.00	$0.00	$50,000.00
Prepayment Invoice	85144	AXON BODY - PSO - STARTER	1	$9,242.00	$0.00	$9,242.00
Prepayment Invoice	H00001	AB4 Camera Bundle	150	$134,850.00	$0.00	$134,850.00
Prepayment Invoice	H00002	AB4 Multi Bay Dock Bundle	19	$31,139.10	$0.00	$31,139.10
Total				**$552,000.10**	**$0.00**	**$552,000.10**

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	99901	AXON ACCELERATE CONFERENCE REGISTRATION	4	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	150	$20,665.77	$0.00	$20,665.77
Annual Payment 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	150	$21,277.96	$0.00	$21,277.96
Annual Payment 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	150	$21,277.96	$0.00	$21,277.96
Annual Payment 2	73618	AXON COMMUNITY REQUEST	150	$21,277.96	$0.00	$21,277.96
Annual Payment 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	150	$682.14	$0.00	$682.14
Annual Payment 2	B00031	OSP-UNLIMITED	150	$308,030.37	$0.00	$308,030.37
Annual Payment 2	Fleet3B+TAP	Fleet 3 Basic + TAP	40	$107,070.97	$0.00	$107,070.97
Annual Payment 2	IR1CA	Interview Room 1 Camera Standard	5	$22,646.15	$0.00	$22,646.15
Annual Payment 2	IR1CA	Interview Room 1 Camera Standard	5	$22,646.15	$0.00	$22,646.15
Annual Payment 2	ProLicense	Pro License Bundle	14	$6,424.57	$0.00	$6,424.57

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				**$552,000.00**	**$0.00**	**$552,000.00**

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	150	$20,665.77	$0.00	$20,665.77
Annual Payment 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	150	$21,277.96	$0.00	$21,277.96
Annual Payment 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	150	$21,277.96	$0.00	$21,277.96
Annual Payment 3	73618	AXON COMMUNITY REQUEST	150	$21,277.96	$0.00	$21,277.96
Annual Payment 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	150	$682.14	$0.00	$682.14
Annual Payment 3	B00031	OSP-UNLIMITED	150	$308,030.37	$0.00	$308,030.37
Annual Payment 3	Fleet3B+TAP	Fleet 3 Basic + TAP	40	$107,070.97	$0.00	$107,070.97
Annual Payment 3	IR1CA	Interview Room 1 Camera Standard	5	$22,646.15	$0.00	$22,646.15
Annual Payment 3	IR1CA	Interview Room 1 Camera Standard	5	$22,646.15	$0.00	$22,646.15
Annual Payment 3	ProLicense	Pro License Bundle	14	$6,424.57	$0.00	$6,424.57
Total				**$552,000.00**	**$0.00**	**$552,000.00**

Jun 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	150	$20,665.77	$0.00	$20,665.77
Annual Payment 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	150	$21,277.96	$0.00	$21,277.96
Annual Payment 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	150	$21,277.96	$0.00	$21,277.96
Annual Payment 4	73618	AXON COMMUNITY REQUEST	150	$21,277.96	$0.00	$21,277.96
Annual Payment 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	150	$682.14	$0.00	$682.14
Annual Payment 4	B00031	OSP-UNLIMITED	150	$308,030.37	$0.00	$308,030.37
Annual Payment 4	Fleet3B+TAP	Fleet 3 Basic + TAP	40	$107,070.97	$0.00	$107,070.97
Annual Payment 4	IR1CA	Interview Room 1 Camera Standard	5	$22,646.15	$0.00	$22,646.15
Annual Payment 4	IR1CA	Interview Room 1 Camera Standard	5	$22,646.15	$0.00	$22,646.15
Annual Payment 4	ProLicense	Pro License Bundle	14	$6,424.57	$0.00	$6,424.57
Total				**$552,000.00**	**$0.00**	**$552,000.00**

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	150	$20,665.77	$0.00	$20,665.77
Annual Payment 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	150	$21,277.96	$0.00	$21,277.96
Annual Payment 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	150	$21,277.96	$0.00	$21,277.96
Annual Payment 5	73618	AXON COMMUNITY REQUEST	150	$21,277.96	$0.00	$21,277.96
Annual Payment 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	150	$682.14	$0.00	$682.14
Annual Payment 5	B00031	OSP-UNLIMITED	150	$308,030.37	$0.00	$308,030.37
Annual Payment 5	Fleet3B+TAP	Fleet 3 Basic + TAP	40	$107,070.97	$0.00	$107,070.97
Annual Payment 5	IR1CA	Interview Room 1 Camera Standard	5	$22,646.15	$0.00	$22,646.15
Annual Payment 5	IR1CA	Interview Room 1 Camera Standard	5	$22,646.15	$0.00	$22,646.15
Annual Payment 5	ProLicense	Pro License Bundle	14	$6,424.57	$0.00	$6,424.57
Total				**$552,000.00**	**$0.00**	**$552,000.00**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Cradlepoint Terms and Conditions:

By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Agency may add up to 30 units at the pricing provided under this Quote within 2 years from the Quote date for the following products: OSP-UNLIMITED, Fleet 3 Basic + TAP, Interview Room 1 Camera Standard, AB4 Multi Bay Dock Bundle, , AB4 Multi Bay Dock Bundle, AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE, AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED, AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE, AXON COMMUNITY REQUEST, Pro License Bundle, AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT. The right to order at the current price will expire upon the earlier of 2 years from the date of the Quote or when the 30 quantities have been purchased, whichever occurs first. Any orders exceeding this threshold will be subject to pricing and terms in effect at the time of order placement, which may differ from the prices reflected in the Quote.

Signature

Date Signed

4/11/2025

Honorable Mayor Moore-Wolfe and Members of the City Council,

As the chief prosecutor in Macon County, my role is to ensure justice is served through the fair and efficient handling of criminal cases. A key part of that process is the timely and accurate collection, management, and sharing of digital evidence. I fully support the Decatur Police Department's proposed transition to the Axon platform, which will significantly enhance our ability to manage evidence, streamline discovery, and maintain the highest standards of legal integrity.

Axon's unified digital evidence management system, including its Axon Justice platform, will centralize all evidence — from body-worn camera footage to interview recordings and surveillance videos — in a secure, cloud-based environment. This eliminates the inefficiencies and risks associated with physical media like USB drives or DVDs and ensures that prosecutors can access, review, and disclose evidence efficiently and securely. The platform is backed by Microsoft's GovCloud, providing industry-leading security and compliance standards. This is especially critical for maintaining proper chain of custody and protecting the forensic integrity of evidence — both essential for fair prosecutions and upholding public trust.

Beyond convenience, this system represents a critical step toward modernizing our justice process. The ability to easily share digital evidence between law enforcement and the State's Attorney's Office will reduce delays, ease discovery burdens, and improve case outcomes. In a time when the justice system is under increased scrutiny, adopting a system that is already widely used and respected by prosecutors and agencies across the country will enhance our collective credibility and capability. I respectfully urge your support in approving this investment in the Axon platform — it will strengthen our justice system, protect our community, and deliver long-term operational benefits.

Respectfully,

Diane Couri
Macon County State's Attorney

AXON BODY 4

Axon Body 4 is more than just a body camera — it's your reliable partner on the field, maximizing safety and transparency with enhanced camera options, longer-lasting battery, and the ability to request support anywhere. With streamlined operation and faster charging, you'll spend less time on administrative tasks and more time on what really matters — keeping yourself and others safe. The improved security and storage options give you the confidence that your footage is secure and always within reach. Plus, the optional Flex POV accessory lets you capture every moment from any angle. Elevate your performance and safety with Axon Body 4.

Capture Scenes from Any Angle

Capture unique perspectives with the optional Flex POV accessory. Plug it into an Axon Body 4 camera to record from new angles, like head mounted, shoulders, or in-hand for viewing around corners or underneath vehicles. It's smaller, lighter, and more durable than the Flex 2, with an IP67 waterproof rating and no need for charging, resulting in maximum flexibility.

FEATURES & BENEFITS

ENHANCED CAMERA OPTIONS

Never miss a moment with our enhanced camera options. The 4:3 aspect ratio with a 160-degree field of view increases visibility by 39%, allowing you to capture more of the situation. Plus, our upgraded 5 MP sensor provides sharper images with more detail.

LONGER LASTING LIFE FOR MAXIMUM UPTIME

Don't let a dead battery leave you exposed. With a larger 3400 mAh battery, Axon Body 4 lasts a full shift even when using Respond real-time services.

ROBUST BI-DIRECTIONAL COMMUNICATIONS*

Collaborate like never before with our robust two-way communications feature. Field personnel can request that designated support teams view their body camera livestreams with a single click of the Watch Me button, providing an extra set of eyes on the scene. Plus, our bi-directional communication system allows for seamless communication between livestream viewers and Axon Body 4 users, making it easier than ever to stay connected.

STREAMLINED OPERATION FOR GREATER EFFICIENCY
With simplified camera registration and operation, programmable buttons, mute and sleep reminders, and recording and power off confirmations, users can easily control their cameras and stay on top of their recording statuses.

REAL-TIME SUPPORT*
Stay connected and in control with Axon Respond. Our real-time support system lets you view user locations on live maps, receive instant alerts to potential escalations, and even view developing situations through live streams. Plus, with the ability to upload critical recordings in the field, you'll always have the tools you need to stay ahead of the curve.

FASTER, MORE CONVENIENT CHARGING
Get back to work quickly with the new magnetic disconnect fast charge cable, which delivers 20% charge to your device in 30 minutes.

IMPROVED SECURITY AND STORAGE
Capture footage with confidence knowing it is secured with XTS- AES 256 bit disk encryption. Plus, with an increased 128GB solid state hard drive, you can store even more footage and images.

SPECIFICATIONS

VIDEO RESOLUTION
1440, 1080, 720, 480

BATTERY LIFE
13+ HOURS

PRE-EVENT BUFFER
CONFIGURABLE UP TO 120 SEC

US MILITARY STANDARD
MIL-STD-810G

OPERATING TEMPERATURE
-4 F TO 122 F

VIDEO FORMAT
MPEG4

STORAGE
128 GB

IP RATING
CAMERA: IP68
POV ACCESSORY: IP67

DROP TEST
6 FEET

ENCRYPTION
XTS-AES-256 FULL DISK ENCRYPTION

*REQUIRES AXON RESPOND

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DRIVE THE FUTURE OF IN-CAR VIDEO

Make ALPR part of every vehicle | Support in real-time with Axon Respond live capabilities | Build transparency with clear footage

Unlock the power of the Axon ecosystem with Axon Fleet 3. Axon Fleet 3 is a powerful, centralized in-car video system. A dual-view camera captures what's happening both inside and outside of patrol vehicles, giving officers extra eyes on the road. Integrated mobile ALPR capabilities enable cost- and time-efficient investigations, while live maps, alerts, and video and audio streaming help supervisors and dispatchers maintain real-time awareness.

FEATURES & BENEFITS

/ VIDEO RECALL
Retrieve footage from a non-activated camera from up to 24 hours prior, ensuring critical evidence is not missed even when the camera was not actively recording.

/ INTERIOR CAMERA
Color footage in well-lit conditions and infrared illumination at night captures an accurate picture of suspects' behavior.

/ DUAL-VIEW CAMERA
Panoramic video camera captures clear video evidence, and 4k ALPR camera with edge AI processing captures license plates across 3 lanes of traffic at high closing speeds.

/ MULTI-CAM PLAYBACK
Watch up to four in-car or BWC videos recorded at a scene using Axon Evidence, with videos automatically associated with each other based on device proximity.

/ AUTOMATIC ACTIVATION
Activate cameras based on configurable events including light bar activation, speed threshold, and more so officers never miss a moment.

/ FLEET HUB
Upload footage over LTE with bundled Cradlepoint router or Wi-Fi with Fleet Hub. Fleet Hub has a secure solid-state storage with wireless communications and advanced geolocation engine for vehicle positioning. Available with 240GB or 1.8TB of storage.

/ LIVE STREAMING AND LOCATION UPDATES
Real-time vehicle location, alerts and live streaming capabilities allow leadership to make informed decisions to keep officers safe.

/ WIRELESS MIC
Capture clear audio up to 1,000 feet away from patrol vehicles.

/ FLEET DASHBOARD APP
Utilize a simple interface for ALPR alerts, camera control, preview and tagging of evidence, zoom, and mobile device compatibility.

/ BWC PAIRING & UPLOAD
Wirelessly pair with any Axon body-worn camera, to wirelessly upload footage in the field and save trips back to the station or barrack.

/ MOBILE ALPR HOTLIST
Configurable MDC alerts help officers notify officers of relevant plate reads.

THE AXON ECOSYSTEM

Fleet 3 with ALPR is part of the Axon Ecosystem, a network of connected hardware and software solutions that, when used together, strengthen real-time situational awareness and improve efficiency and effectiveness in the field. An investment in Fleet 3 is an investment in connected technology, and a powerful tool for saving your agency time and budget.

To learn more about how Fleet 3 can improve workflows at your agency, visit axon.com/ecosystem

SPECIFICATIONS

DUAL-VIEW CAMERA
Up to 1080p resolution, 160° field-of-view (FOV) for evidence, 16:9 or 5:2 panoramic aspect ratio, 12x digital zoom, 360° swivel mount

INTERIOR CAMERA
Up to 1080p resolution, 160° FOV, 4:3 aspect ratio (occupant knee to head), color in light conditions, IR illumination in low-light

HUB
240GB video storage, 5 PoE ports for devices, 10 inputs for 12V triggers, Wi-Fi, BLE, GNSS

SECURITY
Firmware updates and all evidence encrypted on Hub

ALPR COVERAGE
Up to three traffic lanes with one camera using 4k resolution

FLEET DASHBOARD APP
Windows 10, Windows 7, Android or Samsung DeX supported; iOS compatibility forthcoming

VIDEO RECALL
24 hours per camera

CAMERA AND HUB OPERATING TEMPERATURE
-40°F to +185°F

WIRELESS MIC OPERATING TEMPERATURE
-40°F to +158°F

CAMERA INGRESS RATING
IP54

WIRELESS MIC INGRESS RATING
IP67

HUB INGRESS RATING
IP50

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AXON INTERVIEW

CAPTURE AND PROTECT YOUR VIDEO INTERVIEW EVIDENCE

Axon Interview allows agencies to capture video of witness and suspect interviews, tag it with descriptive metadata, and automatically transfer it to Evidence.com. Featuring world-class security and large-agency support, it is a full interview room video solution that provides critical, defensible evidence

/ PROTECT THE TRUTH

A full video record of the interrogation process helps protect officers against claims of abuse, coercion, and perjury.

/ INCREASE CONVICTION RATES

Interview room video provides stronger evidence for the prosecution, leading to fewer pre-trial motions and improved evidentiary record on appeal.

/ SECURE YOUR INTERVIEWS

Data is encrypted, and the system includes automated audit trail capabilities for tracking chain of custody.

/ CUSTOMIZE YOUR DEPLOYMENT

Axon Interview works for any-sized agency with support for multiple simultaneous interviews, decentralized monitoring and remote camera sites.

/ ELIMINATE DATA SILOS

Completed interviews are securely stored and managed alongside all other types of digital evidence at your department. All interview metadata is retained on the Evidence.com platform for efficient search and retrieval.

AXON INTERVIEW FEATURES & BENEFITS

/ REDUNDANT RECORDING
Ensure the confession is captured every time.

/ 24/7 BUFFERING OPTION
Capture forgotten interviews and let nothing slip through the cracks.

/ METADATA MANAGEMENT
Flexible customer-defined metadata.

/ PRE AND POST-EVENT RECORDING
Customize pre and post-event windows of up to 7 minutes.

/ TOUCH-SCREEN SOFTWARE
Quickly enter metadata with high accuracy.

/ HIGH-DEFINITION
Produce industry-leading audio and video for the prosecution.

/ MASKING
Preserve attorney-client privileges without sacrificing video continuity.

/ MOTION-BASED TRIGGER
Supports DWI/DUI rooms for when officers' hands are full.

AXON INTERVIEW SPECIFICATIONS

TAMPER-PROOF TECHNOLOGY
SHA-2 hashing algorithm and chain of custody including standard reports.

POE SUPPORT
Power over ethernet IEEE 802.3af/802.3at type 1.

CAMERA SECURITY
HTTPS encrypted communication to the camera, IEEE 802.1x network access control.

SUPPORTED PROTOCOLS
IPv4/v6, FTP, CIFS/SMB, SMTP, bonjour, UPnP.

VIDEO ENCODING
H.264 baseline and main profile (MPEG-4 part 10/AVC), streaming compliant.

COVERT OR OVERT CAMERAS
Support for either style of camera to best fit your needs.

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AXON COMMUNITY REQUEST

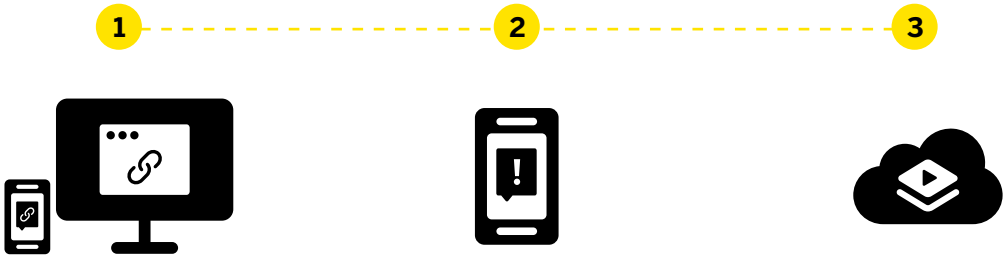
AXON

SIMPLE, FAST AND SECURE EVIDENCE COLLECTION

Axon Community Request is a one-stop-shop for evidence collection. Community Request provides four distinct methods of digital evidence collection: 1:1 Invites, Public Portals, Automated Invites and through the CCTV Registry. Community Request makes it easier to tag, categorize and track evidence, giving your staff time back in their day.

1:1 INVITE

Collect photos, videos and documents from individuals with just a few clicks. Evidence collected via 1:1 invite is immediately tagged, categorized, and uploaded within Axon Evidence to maintain chain-of-custody.



Initiate SMS or email invites via desktop or mobile apps to desired recipient.

Recipient receives a secure link for upload.

Community member uploads media into Axon Evidence.

PUBLIC PORTAL

Simplify mass collection at events or major incidents with Community Request Public Portals. Community members can upload any digital evidence to a public portal. Evidence is automatically uploaded to Axon Evidence, tagged and categorized for easy use. Public portals can be accessed via QR code, agency social media accounts or direct links.

AUTOMATED 1:1 INVITE (API)

Automate the creation and delivery of 1:1 invites from any software solution your agency uses. Automated 1:1 invites allow your staff to be hands off in the evidence collection process, driving increased efficiency agency-wide. Integrate Community Request with your CAD, RMS or online reporting programs.

CCTV REGISTRY

Map all cameras from FususREGISTRY™ inside of Community Request, and send requests for digital evidence directly to camera owners.

FEATURES AND BENEFITS

ACCELERATE REVIEW PROCESSES
Easily accept or decline submissions, or simply auto-accept all evidence submissions.

VIRUS DETECTION
Protect your organization's infrastructure with automatic submission scanning and quarantine.

MOBILE AND DESKTOP USE
Create and triage all requests via your mobile device (iOS and Android) or desktop.

STREAMLINE STORAGE AND SHARING
Easily retain, manage and share collected evidence to partner agencies and prosecutors from the cloud.

PROTECT CHAIN-OF-CUSTODY
Once a request is generated, all actions are tracked and maintained in a robust audit trail that accompanies each piece of evidence for its lifespan.

SPECIFICATIONS

COMPATIBILITY
Axon app (iOS and Android)
Axon Capture app (iOS and Android)
Windows or MacOS computer

STORAGE
All evidence obtained via Community Request is automatically uploaded and stored in Axon Evidence.
Evidence collected via Community Request is first-party evidence and eligible for your unlimited storage program.

LANGUAGE
Available in multiple languages including English, Welsh, Spanish, French, Punjabi, Chinese and more.

UPLOAD METHOD
Any LTE or WiFi data connection.

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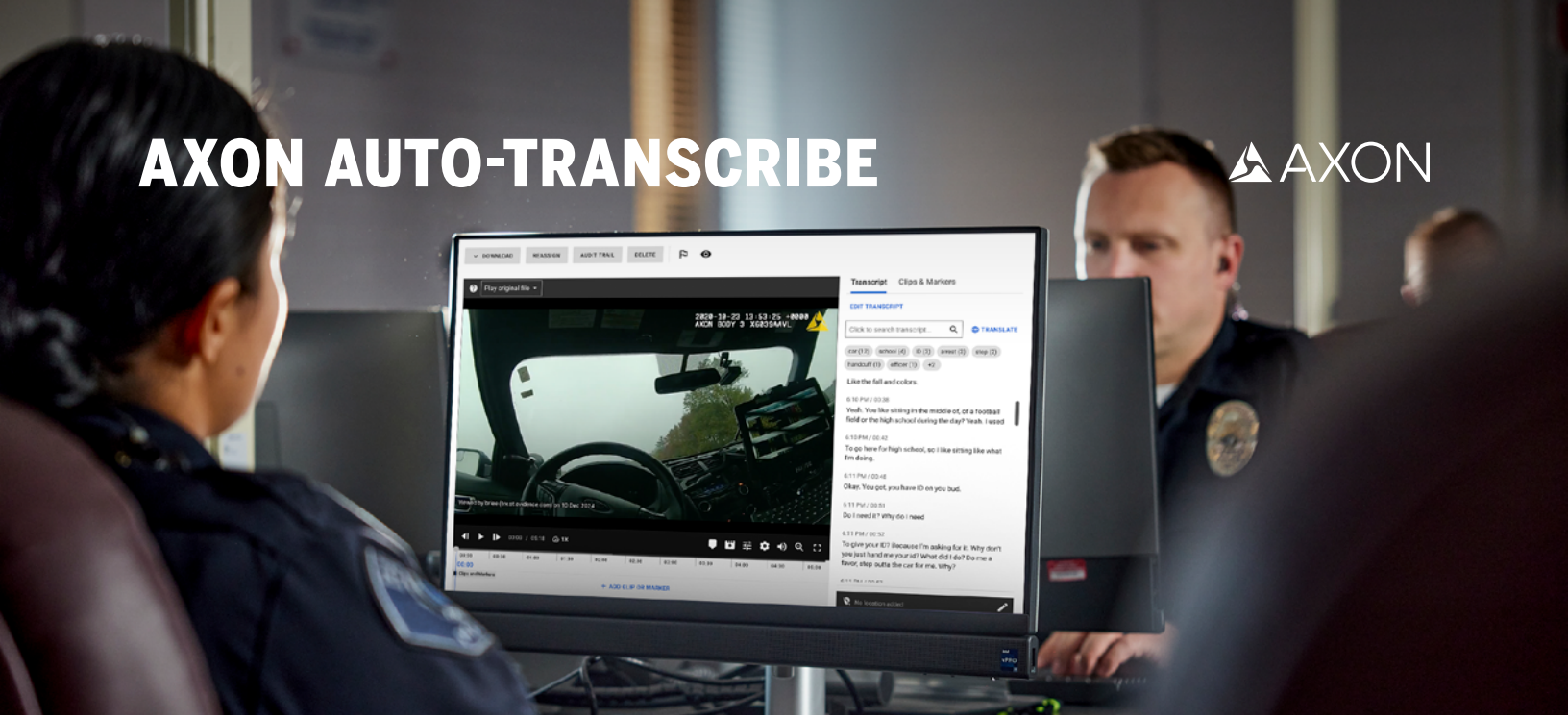
AXON AUTO-TRANSCRIBE

AXON



TRANSFORM THE WAY YOU TRANSCRIBE AND REVIEW EVIDENCE

Video and audio evidence are central to every investigation, but the growing volume of digital evidence demands significant time and resources from law enforcement and justice professionals. Officers and justice professionals often spend hours reviewing evidence to locate key moments in video and audio files, which can delay critical processes. Axon Auto-Transcribe transforms evidence review by quickly and accurately generating transcripts. With the ability to scan transcripts and search keywords across multiple files, Auto-Transcribe enhances efficiency, eliminating the need to watch every second of digital evidence.

> "We've seen a 65-75% time savings just by being able to push a button to get a transcript."

— LIEUTENANT STEVE FERRIE, ROWLETT POLICE DEPARTMENT

BENEFITS

TURN HOURS OF EVIDENCE REVIEW INTO MINUTES

Time is a valuable resource for agencies balancing high caseloads and administrative demands. Auto-Transcribe accelerates evidence review workflows by generating accurate, time-synced transcripts in minutes, replacing time-intensive manual transcription. With the ability to search within and across transcripts, investigators can quickly pinpoint key moments, review evidence, and prepare reports. Auto-Transcribe saves hours on critical tasks, enabling faster decision-making and freeing up resources for higher-priority needs.

CONFIDENTLY DELIVER COURT-READY TRANSCRIPTS

Accurate and reliable transcripts are essential for investigations and legal proceedings, where precision and timeliness are crucial. Auto-Transcribe provides AI-generated transcripts as a solid foundation, and when coupled with intuitive editing tools, ensures every transcript meets the highest standards. By reducing errors and saving resources, agencies resolve cases faster and build trust through reliable, court-ready documentation.

REIMAGINE TRADITIONAL WORKFLOWS POWERED BY TRANSCRIPTION

Traditional workflows can be overwhelmed with the growing volume of digital evidence, leading to administrative strain and slower progress on critical tasks. Auto-Transcribe extends the value of transcription by powering existing solutions like audio redaction and Draft One, while also serving as the foundation for future AI innovations that rely on audio transcripts. As the catalyst for maximizing productivity, Auto-Transcribe streamlines evidence review, reporting, and other workflows, driving smoother operations so teams can focus on what matters most.

FEATURES

FAST EVIDENCE REVIEW

Quickly scan time-synced auto-generated transcripts to identify critical moments in video and audio files. Navigate directly to specific segments in a video with a single click on a word in the transcript.

TRANSCRIPTION ASSISTANT

Easily refine AI-generated transcripts with an intuitive text editor that combines audio, video, and time-synced text. Create polished, court-ready documents in a fraction of the time.

TRANSCRIPT KEYWORD SEARCH

Search across all transcribed video and audio files within Axon Evidence to locate key moments instantly. Using a keyword or phrase, find the exact moment needed without combing through hours of footage.

AUDIO REDACT VIA TRANSCRIPT

Redact sensitive audio quickly by muting specific words directly from the transcript. Maintain the integrity of evidence while streamlining the redaction process.

DICTATION ASSISTANT

Simplify report writing with voice-to-text capabilities that turn spoken words into written content. Reduce time spent typing while keeping focus on surroundings.

PRIORITY RANKED VIDEO AUDIT

Review videos that are automatically recommended based on agency-configurable keywords or phrases identified in transcripts. Tailor keywords to prioritize critical moments and gain more insights.

BUILT-IN SAFEGUARDS

Manage access with permissions, track activity in a digital audit trail, and verify accuracy through approval workflows to ensure transparency and accountability for all transcripts.

DATA SECURITY

Perform evidence reviews and create transcripts on a single platform within the reliable and secure walls of Axon Evidence, built on the Microsoft Azure Government Cloud to uphold the highest levels of data security and CJIS compliance.

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REDACTION | AN AXON EVIDENCE TOOL

Axon's redaction suite, an integral part of Axon Evidence, automates and streamlines the most repetitive and time-consuming steps in video redaction, reducing the total time to redact by up to 70% compared to manual methods.

This increased efficiency in redacting, managing and sharing files all within a secure cloud-based platform means agencies can improve response times for FOIA and public records requests, alleviate overwhelming backlogs and better serve their communities.

REDACTION STUDIO

The redaction process begins in Redaction Studio. Hosted within Axon Evidence, users can manually redact video and audio files using a collection of redaction tools. This seamless integration allows for cohesive management of evidence files and a secure chain of custody from within a single platform.

FEATURES AND BENEFITS

MANUAL MASKING & AUTO-TRACKING

Use Object Tracker to manually apply masks that automatically follow the assigned object throughout the video.

MASK DELETION RECOVERY

Should a mask be accidentally deleted, simply undo or redo that specific action, keeping the integrity of the various steps of your redaction process.

CUSTOM EXEMPTION CODES

Create your own custom drop-down list of exemption codes to simplify assignment and tracking of masks. The exemption log is automatically attached to the redacted file, speeding up the response process.

MULTIPLE AUDIO STREAM MANAGEMENT

Select, view, and listen to a specific audio stream in a video file that identifies multiple audio streams.

MASK VIEWING & NAVIGATION

The Redacted Objects Panel makes it easy to see all redactions and quickly jump to a specific moment in the video that a mask was applied. Any masks with missing exemption codes will be flagged so you can stay on top of your redaction reasonings.

REDACTION ASSISTANT

Redaction Assistant includes additional AI tools that enhance workflow efficiency within Redaction Studio.

FEATURES AND BENEFITS

SCREEN, HEAD, & LICENSE PLATE AUTO-MASKING

Apply AI models purpose-built for law enforcement to efficiently redact screens, heads, and license plates throughout every frame in the video.

AUDIO REDACTION ACCELERATION VIA TRANSCRIPT

Leverage audio redact via transcript by simply searching for or clicking any words found inside the transcript to auto-redact them throughout the entire video.

CONSTANT PROCESSING TIME

Any video up to 2 hours in duration is processed by AI in 10 minutes or less.

HEAD MASKING & TRACKING

All unique heads are identified and followed throughout the video, even as they move in and out of frame; quickly select which to redact via a new thumbnail panel.

MULTI-VIDEO REDACTION

Activate Redaction Assistant on up to 20 pieces of video evidence simultaneously from the evidence search page or within cases to bulk redact screens, heads, and license plates.

REDACTION PRODUCT COMPARISON

Key Features	Redaction Assistant	Redaction Studio
Object Tracker	✔	✔
Redacted Objects Panel	✔	✔
Multiple Audio Streams	✔	✔
Undo / Redo	✔	✔
Exemption Log	✔	✔
AI Assistants: Screens, Heads, License Plates	✔	—
Bulk Redaction	✔	—
Head Tracking	✔	—
Audio Redact via Transcript	✔	—

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Council Memo
Public Works Department
No. 2025-46

DATE: **5/5/2025**

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

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

SUBJECT:
Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One Ford F-550 Truck

SUMMARY RECOMMENDATION: Staff recommends that the City Council approve the Resolution approving a contract in the amount of $103,887.00 to Morrow Brothers Ford, Inc. accepting the State of Illinois joint purchasing contract bid price of Morrow Brothers for one (1) 2025 Ford F-550 truck.

BACKGROUND:
Streets and Sewers has requested one (1) new vehicle to replace one (1) existing vehicle. The new #248 will be used for catch basin and manhole repair, ditching, and other various streets and sewers projects. The vehicle being replaced is:

1. #248, 2001 Freightliner MT45 with 9,613 hours. The vehicle is being replaced due to age and condition.

The replacement vehicle is estimated to be delivered within 12 weeks.

DISPOSAL OF REPLACED UNITS: The old unit will be auctioned.

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

PRIOR COUNCIL ACTION:
None

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:
Fleet Maintenance wrote the bid specifications based on Streets & Sewers requirements.

STAFF REFERENCE: Matt Newell, Public Works Director, Byron Bowman, Municipal Services Manager. Matt will be in attendance to answer any questions.

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

ATTACHMENTS:

1. 2025-46 Morrow Brothers F-550 Resolution

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING HOLDER BID PRICE OF MORROW BROTHERS FORD, INC. FOR THE PURCHASE OF ONE FORD F-550 TRUCK

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

Section 1. That the State of Illinois Joint Purchasing bid received for one (1) 2025 Ford F-550 presented herewith as Exhibit A be, and is hereby, received and placed on file.

Section 2. That the cost of Morrow Brothers Ford, Inc. in the amount of $103,887.00, be accepted and a purchase order awarded accordingly.

Section 3. That the Procurement Officer be, and is hereby authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Morrow Brothers Ford, Inc. in the amount of $103,887.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager, that the City may borrow money to make such payment, without any further authorization or direction from the Council, with terms and conditions as determined by the City Treasurer and approved by the City Manager, and that the City Treasurer and other officials of the City are authorized and directed to take any action as may be required by the City to effect such financing,

PRESENTED and ADOPTED this 5th day of May 2025.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

April 20, 2025

City of Decatur Illinois
Mr. Chris Bergschneider
C: 217-791-4210
rbergschneider@decaturil.gov

#248
STREETS & SEWERS

We propose the following for your consideration.

1-NEW 2025 FORD F550 Crew Cab 4x4 DRW Chassis 84" CA.
To include the following optional equipment:
Z1 Oxford White Exterior, AS 40/20/40 Vinyl Seating, Vinyl Floor
7.3L V8 Gasoline Engine, 10-Speed H.D. Automatic Transmission
X8L Limited Slip Rear Axle, 68M 19,500 lbs. GVWR Package
H.D. Front Suspension, Dual H.D. Batteries, 410 AMP Alternator
Air Conditioning, Under Body Skid Plates, XL Appearance Package
Fog Lights, Heated Power Sliding Back Glass, Remote Start
Running Boards, Power Windows/Locks w/ Heated Mirrors
Cruise Control, Tilt Wheel, AM/FM/Stereo, Bluetooth Comm.
(2) Keys w/Remotes, 120V/400W Dash Outlet, Upfitter Switches
Receiver Hitch, Trailer Connection Socket, Trailer Brake Controller
11' Knapheide KC132H2094 High Roof Body Per Attached Page
Spray Line Floor and Rear Bumper, Back-Up Camera, Splash Guards
Whelen 54" LED Lightbar, Traffic Director Above Rear Body Doors
(2) LED Warning Rear Body, LED Side Warning, Back-Up Alarm
WeatherTech Floor Liners, M License/Title, Delivery to Decatur Fleet
All other standard equipment., IL. Contract 21-416-P-29479

#610
GENERAL FUND

Illinois Government Price $103,887.00 *

Chassis is available* at the time of this quote. Stock units are available first come first serve and subject to sale at any time. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

To proceed, please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.
12397

EXHIBIT A

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038
WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

Knapheide KC132H2094 KC High Roof Body

Automotive Style Rivet-Less Rotary Latches

Automotive Door Seals

Standard Shelving Package

Galva-Grip Bumper with Step Well

LED B/T/T Surface Mount Lights

Rear Access Door, Both Rear End Panels

Solid Rear Doors

Factory Supplied Backup Camera Installed

Master Locking System

Grab Handle Located at Right Rear

Two Dome Lights Switched at Rear

K-Coat Corrosion Protection with Exclusive 12-Stage Electro-Coating Prime

Body Fully Undercoated

Painted White Single Stage Enamel Exterior, Cargo Area, and Compartments

20K Hitch with 2.5" Receiver, 7-way Flat Trailer Plug, Cotter Pin, and Reducer

Electric Compartment Locks

Available Option:

Double Rotation Drop-Down Ladder Rack Add $3,588.00 Yes / No

Notes:

Customer Acceptance: _____ Date: _____

Council Memo
Public Works Department
No. 2025-47

DATE: **5/5/2025**

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

FROM: **Tim Gleason, City Manager**
Matt Newell, Director of Public Works
Robert Weil, Water Production Manager
John Dodwell, Water Production Maintenance Supervisor

SUBJECT:
Resolution Authorizing an Amendment to the Agreement with Paul's Machine and Welding Corporation for Lake Decatur Dam North Sluice Gate Repairs

SUMMARY RECOMMENDATION: It is recommended that the City Council approve a resolution authorizing an amendment to the agreement with Paul's Machine and Welding Corporation in the amount of $4,000, for additional repair work on the hoist machinery frame for the Lake Decatur Dam north sluice gate. The $4,000 will be added to the currently authorized amount of $83,250 for a total not to exceed cost of $87,250.

BACKGROUND:
The Lake Decatur Dam and its appurtenances are generally in good condition, according to annual inspections conducted by Hanson Professional Services, Inc., as required by the Illinois Department of Natural Resources (IDNR), the regulatory agency for dams. The Water Utility Sustainability Plan, approved in 2022, did not recommend any major capital repairs for the dam.

The sluice gates are the vertical gates located on the north end of the dam structure. They are generally the only way to release water from the dam during the winter months. They are raised or lowered by means of a mechanical gear system. An unusual incident occurred during the extremely cold conditions last year on January 16, 2024. The sluice gates needed to be raised to release water after a large precipitation event. However, when the attempt was made to operate the sluice gates, the hoist machinery for both north and south sluice gates were damaged. It was later discovered that the sluice gates were frozen in place by significant ice accumulation, and the hoist machinery fractured due to the strain of operating against the frozen gates. To the best of our knowledge, this situation has not occurred before.

Hanson Professional Services was contacted immediately; they provided and continue to provide recommendations on the short- and long-term repairs.

Temporary repairs, approved by Hanson Professional Services, were successfully completed on the south sluice gate.

The damage to the hoist machinery on the north sluice gate was more severe. Several local contractors, including the firm that refurbished the mechanism in 2010, were contacted. The services are highly specialized due to the age and unique mechanics, requiring an element of design as well as labor and materials. Therefore, a design-build approach was chosen, to employ the practical engineering knowledge of an industrial

fabricator. This approach helped complete the repairs before the 2024 winter season.

Based on staff's recommendation, Council awarded a contract to Paul's Machine and Welding, as the best qualified firm to complete the design and rebuilding of the drive frame for the north sluice gate hoist machinery. The $83,250 contract included an allowance of $10,000 for unforeseen contingencies.

As the work progressed, several additional repairs were recommended by Paul's. These included an adjustment mechanism to accommodate wear in the mechanism as well as replacement of a worn shaft and rollers. Also, they recommended bronze be used for the new bushings instead of brass. These all worked together to make the mechanism more reliable for the long term. However, the changes exceeded the contingency allowance by $4,000. The fabrication schedule did not allow time to seek Council approval in advance to amend the contract.

LEGAL REVIEW: The amendment is consistent with the contract approved by Corporate Counsel on July 22, 2024.

PRIOR COUNCIL ACTION:
On August 5, 2024, City Council authorized a professional services agreement in the amount not to exceed $83,250 with Paul's Machine and Welding Corporation, to provide engineering, labor and materials to rebuild the hoist machinery frame for the Lake Decatur Dam north sluice gate.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:
None.

STAFF REFERENCE: Matt Newell, Public Works Director, Robert Weil, Water Production Manager, and John Dodwell, Water Production Maintenance Supervisor. The memo was written by Robert Weil. Matt Newell will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: Budget Impact: The adopted budget for the repair project is $90,000 which will cover the $4,000 increase.

Time Impact: The repairs are substantially complete.

ATTACHMENTS:
1. 2025-47 Reso for Sluice Gate Change Gate Change Order Pauls (2)
2. 2025-47 Sluice Gate Location Map

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH PAUL'S MACHINE AND WELDING CORPORATION FOR LAKE DECATUR DAM NORTH SLUICE GATE REPAIRS

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

Section 1. That an amendment to the Professional Services Agreement to provide engineering, labor and material to rebuild the sluice gate hoist machinery frame, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and Paul's Machine and Welding Corp., and the same is hereby received, placed on file and approved.

Section 2. That the Public Works Director be, and is hereby, authorized and directed to execute said amendment between the City of Decatur, Illinois and Paul's Machine and Welding Corp., in the amount of $4,000.00 for a total authorized agreement amount of $87,250.

PRESENTED and ADOPTED this 5th day of May 2025.

_____
Julie Moore Wolfe, Mayor

Attest:

_____
Kim Althoff, City Clerk

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

Exhibit A

Amendment 1

Date: 5-1-2025 Project: North Sluice Gate Hoist Mechanism Replacement
Request No. 1 ☒ Final Project Number:

Contractor: Paul's Machine & Welding Corporation
Address: 650 Sycamore Street
Villa Grove, IL 61956

I recommend that an ☒ addition ☐ deduction of $4,000 be made to the above Agreement.

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

Amount of original contract	$	83,250
Amount of previous Amendments	$	
Amount of current Amendment	$	4,000
Amount of adjusted/final agreement	$	
Total net ☒ addition ☐ deduction to date	$	4,000

which is 5 % of Agreement Price

State fully the nature and reason for the Amendment Replacement of one shaft and 2 rollers. A redesign of the tension roller with adjustable pillow block bearings and switching the brass bushings to bronze for longer lasting reliability.

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

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

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

Recommended _____ Maintenance Supervisor — 5-1-25 Date

Accepted _____ Contractor — _____ Date

Approved _____ Public Works Director — _____ Date

Lake Decatur Dam
Sluice Gate Hoist Machinery Rebuild

City of Decatur, Illinois
Engineering Division

0 1 2 Miles

Council Memo
Public Works Department
No. 2025-48

DATE: **5/5/2025**

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

FROM: **Tim Gleason, City Manager**
Matt Newell, Director of Public Works
Robert Weil, Water Production Manager
Jennifer Gunter, Watershed & Lake Manager

SUBJECT:
Resolution Authorizing a Supplemental Agreement for the Two-Year Sponsored Research Agreement with the Board of Trustees of the University of Illinois for Hydrologic, Sediment and Nutrient Monitoring of the Sand Creek Watershed

SUMMARY RECOMMENDATION: It is recommended that the City Council authorize the Mayor to sign, and the City Clerk to attest, a Resolution authorizing a supplemental agreement for the two-year Sponsored Research Agreement with the Board of Trustees of the University of Illinois for Hydrologic, Sediment and Nutrient Monitoring for an two-year cost increase not to exceed $16,459.

BACKGROUND:
As noted in the Council memo for January 21, 2025, the City of Decatur has enjoyed a longstanding productive and cost-effective research partnership with the University of Illinois to accomplish watershed water quality monitoring. This partnership enables the City to receive water quality lab testing at reduced cost and the university to provide students and staff with laboratory training.

After the most recent research partnership was approved in January, an additional water sampling site in Sand Creek was installed. This agreement is to provide regular water quality monitoring for the new sampling site. It is anticipated that the U of I will be installing a prototype floating wetland in the Sand Creek basin during the summer of 2025. The floating wetland, which is being designed and built through a university research grant, will take up excess nutrients and help with sediment management. This is an emerging field of practice, and Lake Decatur will be one of the first lakes in Illinois to test the concept. The additional water quality monitoring will help the researchers to measure the effectiveness of the floating wetlands and also help the City monitor the water quality in Sand Creek as it enters the lake.

LEGAL REVIEW: The agreement was provided to the Legal Department for review on April 23, 2025.

PRIOR COUNCIL ACTION:

- Beginning in 1993, the City of Decatur has been sponsoring research by the University of Illinois on sediment and nutrient monitoring for the Upper Sangamon River (Lake Decatur) watershed.
- On January 21, 2025, the City Council approved the most recent sponsored research agreement for $92,547 for Hydrologic, Sediment and Nutrient Monitoring.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:
None.

STAFF REFERENCE: Matt Newell, Public Works Director, and Robert Weil, Water Production Manager. Mr. Newell will be present at the Council meeting. This memorandum was written by Robert Weil, Water Production Manager.

BUDGET/TIME IMPLICATIONS: Sufficient funding and staff are available to continue sponsoring this research. This expenditure will be paid from the Water Lake Capital budget.

ATTACHMENTS:

1. 2025-48 Resolution Supp Agreement UIUC State Water Survey Agreement
2. 2025-48 Sand Creek Water Monitoring Location Map

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A SUPPLEMENTAL AGREEMENT FOR THE TWO-YEAR SPONSORED RESEARCH AGREEMENT WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS FOR HYDROLOGIC, SEDIMENT AND NUTRIENT MONITORING OF THE SAND CREEK WATERSHED

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

Section 1. That the Supplemental Proposal to the Sponsored Research Agreement presented to the Council herewith as Exhibit A and made part hereof, between the Board of Trustees of the University of Illinois and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Supplemental Proposal to the Sponsored Research Agreement between the City of Decatur, Illinois and the Board of Trustees of the University of Illinois at a two-year cost not to exceed $16,456.00.

PRESENTED AND ADOPTED this 5th day of May 2025.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Exhibit A

SUPPLEMENTAL PROPOSAL

Hydrologic, Sediment and Nutrient Monitoring of the Upper Sangamon River Watershed for 2025-2026

by

Lara Seek
Erin Bauer

Illinois State Water Survey
Prairie Research Institute
Champaign, Illinois

Submitted to

Northwater Consulting
and
City of Decatur, Illinois

February 26, 2025

Supplemental Proposal for the Hydrologic, Sediment and Nutrient Monitoring of the Upper Sangamon River Watershed for 2025-2026

by
Illinois State Water Survey
Champaign, Illinois

Objectives

The overall objective of this supplemental proposal is to provide hydrologic, suspended sediment, and nutrient monitoring at a Sand Creek site (at approximately 39°47'28.0"N 88°56'25.7"W) in the Upper Sangamon River watershed from March 1, 2025 through December 31, 2026 (22 months). This station will be added to Hydrologic, Sediment and Nutrient Monitoring of the Upper Sangamon River Watershed for 2025-2026 monitoring project. These data will be used by the City of Decatur to develop a watershed management plan to protect the drinking water supply of the City of Decatur and local communities and industry.

Project Tasks

To accomplish the project objectives, the following tasks will be undertaken.

Task 1. Collect hydrologic, stage/discharge, data at monitoring station.

At Sand Creek, bi-weekly, a manual stage reading will be collected, as well as other site condition observations. Stream discharge rating curves will be developed by ISWS with the discharge bi-weekly low flow measurements collected by ISWS and other discharge measurements from Northwater Consulting.

Task 2. Collect suspended sediment and nutrient samples at monitoring station.

Bi-weekly suspended sediment, nitrate-N, and total phosphorus samples will be collected by a field technician. Suspended sediment will be collected using a depth integrated method when conditions allow or a grab method at lower water levels. Samples will be delivered and analyzed at the ISWS Health and Environmental Applications Laboratory in Champaign, Illinois.

Task 3. Collect turbidity, pH, and temperature at monitoring station.

At Sand Creek during each visit, in-situ turbidity, electrical conductivity and temperature data will be collected using equipment supplied by the City of Decatur. The City of Decatur will also supply all necessary calibration consumables.

Deliverables

The deliverables for this project are the data described in the above tasks. Hydrologic, suspended sediment, and nutrient data collected at each of the monitoring stations will be processed, computed, and compiled. A discharge-stage rating curve will be developed and provided annually. Data will be maintained in a database at the ISWS and provided quarterly to the City of Decatur, IL via their designated consultant, Northwater Consulting.

Budget

Upper Sangamon River Watershed Monitoring: Sand Creek
BUDGET: March 1, 2025 – December 31, 2026 (22 months)

DIRECT COSTS	Year 1 (2025)	Year 2 (2026)	TOTAL
Salaries & Wages	$3,618	$3,790	$7,408
Fringe	$1,125	$688	$1,813
TOTAL SALARY COSTS:	**$4,743**	**$4,478**	**$9,221**
Travel - Domestic	$234	$263	$497
Materials/Supplies:	$63	$42	$105
Services:	$2,731	$2,406	$5,137
TOTAL DIRECT COSTS:	**$7,771**	**$7,189**	**$14,960**
Facilities/Administrative Cost (10% TDC):	**$777**	**$719**	**$1,496**
TOTAL PROJECT COSTS:	***$8,548***	***$7,908***	***$16,456***

Budget Justification

Salaries and Wages: Salaries and wages will support the following staff:

Principal Investigator – Field and Data Manager Two days to assist designing and installing the new field station at Sand Creek.

Co-Principal Investigator – Research Project Coordinator – Two days to assist designing and installing the new field station at Sand Creek.

Field Technician – 2% performs bi-weekly field sample and data collections.

Hourly staff – Assist with field data and sample collection, and as needed for collection of discharge measurements. Assist with field data on seven site visits in year 1 and eleven site visits in year two in addition to sample processing.

Fringe Benefits: The appropriate percentages for fringe benefits are used. Current rates are 45.86% for salaried employees and 7.66% for hourly employees.

Travel:

Operation expenses of field vehicles: Mileage costs associated with adding Sand Creek to the Hydrologic, Sediment and Nutrient Monitoring of the Upper Sangamon River for 2025-2026 project is estimated at 420 miles for 28 visits at $0.49 per miles. (22 regular visits and 6 extra trips if needed.) This also includes 4 days of boat or ATV usage fees at $7 per day. Field vehicles or other vehicles are used to travel to the data collection stations around the watershed and attend meetings with the

sponsor (city of Decatur) or Northwater Consulting. Year one has less travel costs due to the timing of the installation. Year two travel costs cover a full year.

Material and Supplies:

Expenses associated with research operations include laptop/desktop equipment necessary to complete the proposed scope of work, which has been calculated at the total amount of staff time (3%) per year multiplied by $2100 for James Haken, Lara Seek, and Erin Bauer.

Services:

Laboratory analytical services for water samples from:

1. ISWS Health and Environmental Applications Laboratory provides analytical services for nitrogen and phosphorus species of water samples totaling $2048 per year.
2. ISWS/ISGS Sediment Materials Laboratory provides analytical services for suspended sediment concentration and particle size determination of water samples totaling ($358 per year) + ($325 for 50 supplemental sedimental samples in year 1).

Equipment calibration, repair, and maintenance costs are associated with shipping, bench charges, parts, and labor of project field equipment/sensors. Analytical services include nutrient and sediment samples for the new Sand Creek site through December 2026. The analysis of 50 supplemental sediment samples collected by ISWS at locations in the Upper Sangamon watershed has also been included in this supplemental budget, per agreement with Northwater.

Facilities and Administrative Costs:

Current rate for local government is 10%.

Sand Creek Water Quality Monitoring
Change Order to UIUC Research Partnership Contract

City of Decatur, Illinois
Water Production Division

0 1 Miles

Council Memo
Public Works Department
No. 2025-50

DATE: **5/5/2025**

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

FROM: **Tim Gleason, City Manager**
Matt Newell, Director of Public Works
Robert Weil, Water Production Manager
Chaundra Smith, Water Production Operations Supervisor

SUBJECT:
Resolution Authorizing Payment to Enviroserve, Inc. for Disposal of Hazardous Materials from the South Water Treatment Plant

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the resolution authorizing Payment to Enviroserve, Inc. in the amount of $22,869.90 for mitigation of hazardous materials from the South Water Treatment Plant.

BACKGROUND:
Sodium bisulfite is a hazardous chemical used as part of the nitrate removal facility. It neutralizes chlorine, which interferes with nitrate removal. Sodium bisulfite, exposed to air, has the property of turning to crystal unless it is continually stirred. This property caused the system to fail several years ago, and water production staff has had to work around this issue, which isn't ideal. As part of the Chemical Feed Upgrades, Project 2022-02, the sodium bisulfite feed system was redesigned and is being replaced. As the contractor started work on the sodium bisulfite system, they noted that some sodium bisulfite needed to be removed in order to complete the work. Staff contacted Enviroserve, Inc. who was already on site working on cleaning another part of the treatment plant. They are a well-qualified contractor with a local capability to deal with hazardous materials.

The initial quote to clean up the sodium bisulfite deposits was $6,727. As this was within the $20,000 authorization limit for staff-level approval, the contractor was authorized to proceed. However, once begun, the cleanup was much more difficult than anticipated with the material being harder to break up and remove. The cleanup ended up taking two days instead of one, with unanticipated equipment requirements. The labor and material for the cleanup has been invoiced at $11,758.79. It also generated numerous drums of diluted sodium bisulfite, which has to be disposed of as hazardous material at a cost of $11,111.11. It took a significant amount of water to dislodge the crystallized sodium bisulfite crystals, and much more material was generated than the contractor could have anticipated. As the final cost, $22,869.90, is higher than the $20,000 authorization limit for staff-level approval, Council approval is requested.

LEGAL REVIEW: There are no documents requiring legal review.

PRIOR COUNCIL ACTION:
On April 1, 2024, Council awarded a contract to Henson-Robinson, Inc. for upgrades to the chemical feed system at the South Water Treatment Plant, Project 2022-02.

POTENTIAL OBJECTIONS:

INPUT FROM OTHER SOURCES:
None anticipated.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Robert Weil, Water Production Manager, 424-2863. Chaundra Smith, Water Production Operations Supervisor, 424-2863. Matt will be present at the Council meeting. This memorandum was written by Robert Weil, Water Production Manager.

BUDGET/TIME IMPLICATIONS: There are sufficient funds in the capital budget for this work.

ATTACHMENTS:
1. 2025-50 Resolution Enviroserve Drum Disposal
2. 2025-50 Location Map for Enviroserve Drum Disposal

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PAYMENT TO ENVIROSERVE, INC. FOR MITIGATION OF HAZARDOUS MATERIALS FROM THE SOUTH WATER TREATMENT PLANT

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

Section 1. That the invoices from Enviroserve, Inc. for mitigation of hazardous materials from the South Water Treatment Plant, presented to the Council herewith as Exhibit A and made a part hereof, are hereby received, placed on file, and approved.

Section 2. That the Finance Director is hereby authorized and directed to pay the invoices submitted by Enviroserve, Inc. not to exceed the amount of $22,869.90.

PRESENTED and ADOPTED this 5th day of May 2025.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

ENVIROSERVE

9815 South Monroe Street, Suite 300, Sandy, UT 84070
216 642 1311 www.EnviroServe.com

Remit To: Enviroserve Inc.
P.O. Box 200941, Dallas, TX 75320-0941
invoicing@enviroserve.com

INVOICE	
Site / Work Order No	2360/42282
Invoice Number	10047452
Invoice Date	04/08/2025
Customer Number	2128041
Terms of Payment	NET 30
Amount Due(USD)	$ 11,758.79
Customer PO No	
Salesperson	Jeffrey S Swinford

Bill to	Site Location
CITY OF DECATUR 1 GARY K ANDERSON PLAZA DECATUR IL - 62523	South Water Treatment Plant (Decatur) 1155 S Martin Luther King Jr Drive Decatur IL - 62521

Haz. Material

Sodium Bisulfite Tank Cleaning

Labor tools & equip.

	Quantity	UoM	Rate	Amount	Tax
03/06/2025					
HEALTH & SAFETY					
PPE and Supplies (Daily)	0.50	Man/Shift	965.00	482.50	N
				482.50	
EXPENDABLE SUPPLIES & MATERIALS					
Container - Poly Drum 55 Gal Open Top	2.00	Each	137.00	274.00	N
Container - Steel Drum 55 Gal Open Top	1.00	Each	142.00	142.00	N
				416.00	
PERSONNEL					
Technician - Standard - Preston Alexander Lindsey	8.00	h	95.50	764.00	N
Technician - Standard - Paul V Maxwell	8.00	h	95.50	764.00	N
Technician - Standard - Andrew Monroe	8.00	h	95.50	764.00	N
Technician - Overtime (3 Techs, 1.5 hours each) -	4.50	h	109.50	492.75	N
				2,784.75	
TOOLS & EQUIPMENT					
Vacuum - drumhead with 10 ft of hose -	1.00	d	96.00	96.00	N
				96.00	
TRUCKS, TRAILERS, & CONTAINERS					
Truck - 2-Ton Service Truck - P2126	1.00	d	557.00	557.00	N
Truck - Service Truck 4 x 4 Crew/ 3/4 Ton - P2127	1.00	d	315.00	315.00	N
Trailer - Pressure Washer (hot/cold & hoses) - TPW106	1.00	d	329.00	329.00	N
				1,201.00	
03/07/2025					
HEALTH & SAFETY					

ENVIROSERVE

9815 South Monroe Street, Suite 300, Sandy, UT 84070
216 642 1311 www.EnviroServe.com

Remit To: Enviroserve Inc.
P.O. Box 200941, Dallas, TX 75320-0941
invoicing@enviroserve.com

	INVOICE
Site / Work Order No	2360/42282
Invoice Number	10047452
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Customer Number	2128041
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Customer PO No	
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	Quantity	UoM	Rate	Amount	Tax
03/07/2025					
PPE and Supplies (Daily) -	0.50	Man/Shift	965.00	482.50	N
				482.50	
EXPENDABLE SUPPLIES & MATERIALS					
Container - Poly Drum 55 Gal Open Top	2.00	Each	137.00	274.00	N
Container - Steel Drum 55 Gal Open Top	1.00	Each	142.00	142.00	N
				416.00	
TRUCKS, TRAILERS, & CONTAINERS					
Truck -2-Ton Service Truck - P2128	1.00	d	557.00	557.00	N
Truck - Service Truck 4 x 4 Crew/ 3/4 Ton - P2127	1.00	d	315.00	315.00	N
Trailer - Pressure Washer (hot/cold & hoses) - TPW106	1.00	d	329.00	329.00	N
				1,201.00	
TRANSFER EQUIPMENT					
Tank Cleaning Tool - Spinner -	0.50	d	546.00	273.00	N
				273.00	
TOOLS & EQUIPMENT					
Vacuum - drumhead with 10 ft of hose -	1.00	d	96.00	96.00	N
				96.00	
PERSONNEL					
Technician - Standard - Benjamin Robert Rapson	8.00	h	95.50	764.00	N
Technician - Standard - Andrew Monroe	8.00	h	95.50	764.00	N
Technician - Standard - Preston Alexander Lindsey	8.00	h	95.50	764.00	N
Technician - Overtime (3 Techs, 1.5 hours each) -	4.50	h	109.50	492.75	N
				2,784.75	
FEES & SURCHARGES					
FUEL SURCHARGE -	1.00	Each	360.00	360.00	N
EIC Fee -	0.11	Percent	10,593.50	1,165.29	N
				1,525.29	

ENVIROSERVE

9815 South Monroe Street, Suite 300, Sandy, UT 84070
216 642 1311 www.EnviroServe.com

Remit To: Enviroserve Inc.
P.O. Box 200941, Dallas, TX 75320-0941
invoicing@enviroserve.com

	INVOICE
Site / Work Order No	2360/42282
Invoice Number	10047452
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Customer PO No	
Salesperson	Jeffrey S Swinford

Invoice Summaries

By Date	Amount
03/06/2025	4,980.25
03/07/2025	6,778.54
Sub - Total :	**11,758.79**
Tax Amount :	**0.00**
Total :	**11,758.79**

Please print or type.

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator ID Number
2. Page 1 of
3. Emergency Response Phone
4. Manifest Tracking Number 025208045 JJK

GENERATOR

5. Generator's Name and Mailing Address

Generator's Site Address (if different than mailing address)

Generator's Phone:

6. Transporter 1 Company Name — U.S. EPA ID Number

7. Transporter 2 Company Name — U.S. EPA ID Number

8. Designated Facility Name and Site Address — U.S. EPA ID Number

Facility's Phone:

9a HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
	1.							
	2.							
	3.							
	4.							

14. Special Handling Instructions and Additional Information

15. **GENERATOR'S/OFFEROR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name — Signature — Month — Day — Year

INT'L

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:

Transporter signature (for exports only): Date leaving U.S.:

TRANSPORTER

17. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name — Signature — Month — Day — Year

Transporter 2 Printed/Typed Name — Signature — Month — Day — Year

DESIGNATED FACILITY

18. Discrepancy

18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection

Manifest Reference Number:

18b. Alternate Facility (or Generator) — U.S. EPA ID Number

Facility's Phone:

18c. Signature of Alternate Facility (or Generator) — Month — Day — Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1. 2. 3. 4.

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a

Printed/Typed Name — Signature — Month — Day — Year

EPA Form 8700-22 (Rev. 12-17) Previous editions are obsolete.

TRANSPORTER COPY

II. Instructions for International Shipment Block

Item 16. International Shipments

For export shipments, the primary exporter must check the export box, and enter the point of exit (city and state) from the United States. For import shipments, the importer must check the import box and enter the point of entry (city and state) into the United States. For exports, the transporter must sign and date the manifest to indicate the day the shipment left the United States.

III. Instructions for Transporters

Item 17. Transporters' Acknowledgments of Receipt

Enter the name of the person accepting the waste on behalf of the first transporter. That person must acknowledge acceptance of the waste described on the manifest by signing and entering the date of receipt. Only one signature per transportation company is required. Signatures are not required to track the movement of wastes in and out of transfer facilities, unless there is a change of custody between transporters.

If applicable, enter the name of the person accepting the waste on behalf of the second transporter. That person must acknowledge acceptance of the waste described on the manifest by signing and entering the date of receipt.

Note: Transporters carrying imports, who are acting as importers, may have responsibilities to enter information in the International Shipments Block. Transporters carrying exports may also have responsibilities to enter information in the International Shipments Block. See above instructions for Item 16.

This manifest reflects formatting changes made by U.S. EPA in December 2017. Beginning on June 30, 2018, this manifest (Revision 12-17) must be used and all previous editions are prohibited. Go to www.epa.gov/e-manifest for additional information.

Please print or type.

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator ID Number: ILR000140590
2. Page 1 of 1
3. Emergency Response Phone: 800-488-0910
4. Manifest Tracking Number: 025208045 JJK

5. Generator's Name and Mailing Address
CITY OF DECATUR SOUTH
115 SOUTH MARTIN LUTHER KING DR.
DECATUR, IL 62521
Generator's Phone: 217-424-2833

Generator's Site Address (if different than mailing address)

6. Transporter 1 Company Name: ENVIROSERVE, INC. (SWH #3096-4)
U.S. EPA ID Number: OH0000333336

7. Transporter 2 Company Name
U.S. EPA ID Number

8. Designated Facility Name and Site Address
TRADEBE TREATMENT AND RECYCLING, LLC
4343 KENNEDY AVENUE
EAST CHICAGO, IN 46312
Facility's Phone: 800-388-7242
U.S. EPA ID Number: IND006646943

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit WL/Vol.	13. Waste Codes
X	1. UN2693, BISULFITES, AQUEOUS SOLUTIONS, N.O.S. (SODIUM BISULFITE), 8, PGIII		DF		G	NONRCRA
	2.					
	3.					
	4.					

14. Special Handling Instructions and Additional Information
1) NON-RCRA, ERG #154, TR #BES2627
ENVIROSERVE WO#42282 EMERGENCY RESPONSE CONTACT #(800) 488-0910

15. **GENERATOR'S/OFFEROR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable International and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name | Signature | Month | Day | Year

INTL

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

TRANSPORTER

17. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name | Signature | Month | Day | Year
Transporter 2 Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

18. Discrepancy
18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection
Manifest Reference Number:
18b. Alternate Facility (or Generator) U.S. EPA ID Number
Facility's Phone:
18c. Signature of Alternate Facility (or Generator) | Month | Day | Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)
1. 2. 3. 4.

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a
Printed/Typed Name | Signature | Month | Day | Year

EPA Form 8700-22 (Rev. 12-17) Previous editions are obsolete.

DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

TRADEBE

Waste Stream Profile Approval Letter

Approved Process Code:	**LA1**

Profile # BES2627
Profile Name: SODIUM BISULFITE
Profile Name cont:

Profile Approval Date: February 27, 2025 **Profile Expiration Date:** February 27, 2026

DOT Shipping Description: UN2693 BISULFITES, AQUEOUS SOLUTIONS, N.O.S. 8 III
Waste Codes:

EPA Management Method: H141

Customer:
Debbie Mayberry
EnviroServe, Inc
5350 East Firehouse Road
Decatur, IL 62521

Generator:
CITY OF DECATUR - WWTP
1155 S MARTIN LUTHER KING DR
DECATUR, IL 62521

Dear Debbie Mayberry

Tradebe Environmental Services wishes to inform you that the waste stream profile(s) above has been approved for shipment into TRADEBE TREATMENT AND RECYCLING, LLC located in East Chicago, IN, Millington, TN, and Milwaukee, WI.

This approval will expire 12 months from the date noted above. Tradebe reserves the right to cancel this approval at its sole discretion.

Please contact our Customer Service Department at (800) 388-7242 to schedule or if you have any questions or comments regarding your waste stream.

Thank you for the opportunity to serve your environmental needs.

Kirk McCracken

Kirk McCracken, Approvals Manager

Acknowledged & Accepted by: aaron.weitgenant@tradebe.com - 27 February, 2025 - 10:03 AM CST

Special Requirements:

Terms:

In accordance with 40 CFR 264.12(b) "Required Notice" and the State´s equivalent regulation, Tradebe Environmental Services, LLC is informing the Generator, Tradebe´s designated Facilities have the appropriate permit(s) for the approved listed waste stream profile and will accept the waste stream as described by the Generator/Broker, including but not limited to the Generator's Waste Stream Profile Sheet that was completed in accordance with 40 CFR 262.11 "Hazardous Waste Determination" and/or their State´s regulatory equivalent. If at any time the waste is found to contain constituents, properties, or concentrations inconsistent with the information supplied by the Generator/Broker, title to such waste shall not pass to Tradebe Environmental Services, LLC and in addition to a Rejection of the non-conforming waste, you shall be liable for all direct, indirect, and consequential damages incurred by Tradebe Environmental Services, LLC. Tradebe Environmental Services, LLC reserves the right, in its sole discretion, to utilize processes within RCRA environmental standards alternate to the process code stated above to process the waste listed on this approval letter.

TRADEBE

TRADEBE TREATMENT AND RECYCLING, LLC

GENERATOR WASTE STREAM PROFILE SHEET

Profile # BES2627

Process Code _____

Email completed profile sheet to your Sales/Customer Service Representative or usa.approvals@tradebe.com

A. GENERATOR INFORMATION:

SITE ADDRESS

USE CONTINUATION IF SITE & MAILING ADDRESSES ARE DIFFERENT

Generator #: _____
Generator Name: CITY OF DECATUR - WWTP
Generator Address: 1165S. MLK Jr DRIVE
City: DECATUR State: IL Zip: 62521
Contact Name: CHAUNDRA SMITH
Generator Phone: 217-424-2833
Generator Fax: _____
Generator Email: cssmith@decaturil.gov
Generator USEPA/Federal ID #: ILD000140590

CUSTOMER INFORMATION:

Customer #: _____
Customer Name: ENVIROSERVE
Customer Address: 6350 E. FIREHOUSE ROAD
City: DECATUR State: IL Zip: 62521
Contact Name: DEBBIE MAYBERRY
Customer Phone: 217-428-3629
Customer Fax: _____
Customer Email: _____
Customer Service/Sales Rep: _____

If no ID number is the Generator a VSQG (Very Small Quantity Generator)? ___ Yes X No
Generator NAICS Code: _____ Generator State ID # (If applicable): 1150155322

Mailing Address if different than Site Address: *(Please use Profile Continuation page if additional information is supplied)*

Name: _____ Address: _____
City: _____ State: _____ Zip: _____

Please check if generator has "No Canada Disposal" policy ___ Yes
Please check if generator has "No Landfill" policy ___ Yes
Please list other disposal rescrictions: _____
Facility Restrictions, (If Any):

B. WASTE STREAM INFORMATION:

Generator's Waste Name: SODIUM BISULFITE
Describe Process Generating Waste (Flowcharts, if applicable): OLD PRODUCT

Is this waste exempt from RCRA regulation? ___ Yes
If "yes" explain or cite regulation below: (Example: Hazardous secondary material, HHW, CESQG):

Is this waste from a CERCLA cleanup site? ___ Yes
Waste determination was made by: __ Testing __ Generator Knowledge X SDS/MSDS __ Sample __ Other: ___
(Attach analytical, SDS/MSDS, or other supporting documentation used for waste determination)

Does the Waste have any of the following characteristics? ___ Yes *(if yes check all that apply)* X No

___ Oxidizer	___ Dioxin or Suspect	___ Water Reactive	___ Air Reactive	___ Organic Peroxide	
___ Hexachrome	___ Infectious Waste	___ Radioactive	___ Chelating Agent	___ Lachrymator	
___ Explosive	___ Shock Sensitive	___ Polymerizer	___ Pyrophoric	___ Inhalation Hazard, Zone ___	

C. GENERAL CHARACTERISTICS:

Color: YELLOW
Odor: ___ None; X Mild; ___ Strong

Physical State @ 70 F	Phases	BTU/lb	pH
100 % liquid	X single layer	X <3000(Ex: water)	__ <2 (Acid)
___ % solid	___ double layer	___ 3,000-5,000	X 2.0-4.0
___ % sludge	___ >2 layers	___ 5,000-10,000	__ 4.0-10.0
___ % debris	___ how many?	___ >10,000 (Ex: oil)	Viscosity _____ cP
___ aerosol	___ other		__ 10.0-12.5
___ powder			__ >12.5 (Base)
			__ N/A

Liquid Flashpoint: ___ <73 F ___ 73 to 99 F ___ 100 to 139 F ___ 140 to 200 F X >200 F ___ None

Boiling Point _____ Specific Gravity: >1.0 Total Halogens: _____ % Total Organic Carbon (TOC): _____ % VOC _____ %

D. CHEMICAL COMPOSITION: Total of Maximum concentration must be > or = to 100%.

(Please Note, no "Trade Names" "Proprietary Ingredients" "Formulas" or "Name Reagents" are acceptable). All TRI chemicals must be included.

Constituents	Min%	Max%	ppm	Constituents	Min%	Max%	ppm
SODIUM BISULFITE	37	38					
WATER	63	62					

(If there are additional chemicals to be added, please list on Profile Continuation Page)

Does the Waste contain any of the following?

Metal Pieces: ___ Yes X No *If yes, Describe Metal:* _____
Nitrocellulose: ___ Yes X No *Metal Powder or Flake:* ___ Yes X No *Sharps:* ___ Yes X No
Isocyanates: ___ Yes X No *Asbestos: (If yes, must be double bagged and wetted)* ___ Yes X No
Reactive cyanide: (If yes, indicate level in ppm) ___ Yes ___ No X *Range of reactive cyanide*
Reactive sulfide: (If yes, indicate level in ppm) ___ Yes ___ No X *Range of reactive sulfide*
PCBs: X None __ 0-49 ppm __ 50-499 ppm __ 500+ ppm *(If waste contains PCBs, certification form is required)*

Does this Waste contain Benzene subject to Subpart FF Regulations? ___ Yes
If waste contains benzene, it may be subject to Benzene Neshap rules. Please complete and submit Tradebe's Benzene NESHAP form.

rev Tradebe 8-08-2017

Profile # BES2627

WASTE WATER ANALYSIS

For waste streams being managed through TTR NE's wastewater treatment operations only:

Phases: Oil _____% Water _____% Interface _____% Sediments _____% DNAPL _____%

Petroleum Phase	Suspected Level	Actual Level	Aqueous Phase	Suspected Level	Actual Level	Aqueous Phase	Suspected Level	Actual Level
PCB			Copper			Cobalt		
Halogens			Cadmium			Mercury		
Solvents			Chromium			Arsenic		
Arsenic			Lead			Barium		
Cadmium			Nickel			Sulfides		
Chromium			Silver			Cyanides		
Lead			Zinc			Phenols		
			COD			Glycols		
			Iron			Selenium		

List Specific Solvents: _____

E. OTHER WASTE STREAM INFORMATION:

Is this waste a USED OIL per 40CFR PART 279? ___Yes_X_No

If Yes, does the total halogen content exceed 1,000 ppm? ___Yes_X_No

If Yes, can you identify the Chlorinated Constituent present in the oil? ___Yes_X_No

If Yes, can you rebut the presumption that this material is a Hazardous Waste? ___Yes_X_No

Is the Waste subject to RCRA 40 CFR 264 & 265 Subpart CC controls (Are Volatile Organic Compounds >500 PPM)? _____Yes

Does this waste contain any Hazardous Air Pollutants? (If so, Please list in Section D, Chemical Compostion) _____Yes

Does the Waste contain any Class I or Class II ozone-depleting substances? _____Yes

Does waste contain EPCRA 313 chemicals identified in 40 CFR 372.65? _____Yes

If yes list in Additional Information on Continuation Page.

Does this waste contain any Chemicals of Interest listed in *6 CFR Part 27 Appendix A* (Department of Homeland Security)? *If yes please list in Additional Information on Continuation Page.* _____Yes

F. RCRA CHARACTERIZATION:

Is this a USEPA Hazardous Waste as defined in 40 CFR 261.3? _X_Yes___No

Is this a Universal Waste per 40 CFR part 273? ___Yes_X_No

Does treatment of this waste generate a F006 or F019 sludge? ___Yes_X_No

Please list all characteristic codes (D001-D043): _____

Does the waste contain UHCs above treatment standards levels? (40 CFR 268.48, 268.7) ___Yes_X_No

(Please provide UHC(s) Chemical Compostion (Section D)

Please list any applicable "F" Codes: _____

Please list any applicable "K" Codes: _____

Please list any applicable "U" codes: _____

Please list any applicable "P" codes: _____

Please list any state regulated codes: _____

G. SHIPPING VOLUME & FREQUENCY:

___Bulk Liquid (tanker) _____Gallons ___Bulk Solids(roll-off box, vacuum box, etc) ___Unibin/Flobin

___Cubic Yard Boxes ___Totes _____size in gallons ___Metal ___Plastic in Metal Cage

___Skid/Pallet ___Other *(If other, please describe)*: _____

___Drums (Specify size) _85 X55 _30 _15 _5 X Metal ___Plastic ___Fiberboard

Is waste a combination package (e.g. Drum w/ inner containers or skid w/ cases of consumer products) ___Yes_X_No

Shipping Frequency: Number of Units _6_ Per ___Month ___Quarter _x_ Year ___One time

H. DOT SHIPPING INFORMATION

Is this a U.S. Department of Transportation (USDOT) Hazardous Material? _x_Yes___No

Shipping Name per 49 CFR 172.101 Hazardous Materials Table: _____

WASTE BISULFITES, AQUEOUS SOLUTIONS, N.O.S.

Primary Hazard Class or Division: 8 UN/NA #: UN2693 Packing Group: _I _II XIII

Secondary Hazard Class or Division: _____ ERG #: _____

Technical descriptors if required: _____ RQ if required: _____

DOT Special Permit that may apply (*Include copy of permit*): _____ Inhalation Hazard: Zone _____

I. GENERATOR CERTIFICATION:

"My authorized signature certifies the information contained in the Profile and the attached is complete and accurate, so that are no omissions of characteristics, composition or properties existing and all known or suspected hazards have been disclosed and that all shipments/samples referencing the profile number assigned to the waste stream described herein shall in all respects be consistent with the description. I further certify that I will notify Tradebe by email/letter of any characterization/chemical/process changes to the waste stream contained in this Profile prior to shipping". If signature is not by the Generator it is by the Generators authorized agent..

Name (print): Chaundra K Smith Title: Operations Supervisor

Signature: Chaundra K Smith Date: 2/21/2025

rev Tradebe 8-08-2017

SODIUM BISULFITE SOLUTION
MATERIAL SAFETY DATA SHEET

Section 1 CHEMICAL PRODUCT AND COMPANY IDENTIFICTION

MANUFACTURER'S NAME: CARUS CORPORATION	**TELEPHONE NUMBER:** (815) 223-1500 **Web:** www.caruschem.com
MANUFACTURING FACILITY: Carus Corporation 1500 Eighth Street P. O. Box 1500 LaSalle, IL 61301	**EMERGENCY TELEPHONE NO.** (800) 435 - 6856 (USA) (815) 223 --1500 (other countries) **CHEMTREC® TELEPHONE NO.** (800) 424-9300 (USA)

Section 2. IDENTIFICATION

PRODUCT NAME:	Sodium Bisulfite Solution	**REVISION DATE:** None			
CHEMICAL NAME:	Sodium Bisulfite Solution	**FORMULA:** $NaHSO_3$			
SYNONYMS:	Sodium acid sulfite, Sodium hydrogen sulfite	**PACKING GROUP:** III			
D.O.T. HAZARD CLASS:	8	**UN NO.**	2693	**CAS NO.**	7631-90-5
D.O.T. SHIPPING NAME:	Bisulfites, aqueous solutions, n.o.s. (sodium bisulfite)				
D.O.T. SHIPPING NAME: (For packaging containing >13,000 lbs of the product)	RQ, Bisulfites, aqueous solutions, n.o.s. (sodium bisulfite)				

Section 3. PHYSICAL DATA

PHYSICAL STATE: Clear, pale yellow/green liquid with an odor of sulfur dioxide.	**SPECIFIC GRAVITY AT 60° F:** 1.31	**pH:** 3.5-4.5
BOILING POINT AT, °F: >212° F (100° C)	**SOLUBILITY IN WATER:** Soluble	
FREEZING POINT AT, °F: 10° F	**VOLATILES VOLUME %:** Not established.	
VAPOR PRESSURE: Not established.	**EVAPORATION RATE:** Less than 1.	

Section 4. HAZARDOUS COMPONENTS GREATER THAN 1%

MATERIAL	OSHA PEL	ACGIH TLV	CAS.NO.	%
Sodium Bisulfite	Not Established.	5 mg/m³ (TWA)	7631-90-5	38
CARCINOGENICITY:	Not considered carcinogenic by IARC, NTP or OSHA.			

Section 5. FIRE AND EXPLOSIVE HAZARD DATA

FLASH POINT:	None.
NORMAL EXTINGUISHING AGENT:	Use water, foam, and dry chemical or carbon dioxide fire extinguishers as appropriate to fight surrounding fire.
SPECIAL FIRE FIGHTING PROCEDURES:	Wear protective clothing and protective equipment as appropriate for surrounding fire. Keep storage tanks or container cool. Flood with water. Wear self-contained breathing apparatus for major exposure when release of sulfur dioxide gas is possible.
UNSUAL FIRE AND EXPLOSION HAZARDS:	Releases sulfur dioxide gas when heated.

SODIUM BISULFITE SOLUTION
MATERIAL SAFETY DATA SHEET

Section 6. REACTIVITY DATA

STABILITY:	Stable under normal conditions.	CONDITIONS TO AVOID:	Oxidizing agents, acids and heat.
INCOMPATIBILITY (materials to avoid):	Reacts with oxidizing agents, acids and with heat to form toxic sulfur dioxide gas.		
HAZARDOUS COMBUSTION / DECOMPOSITION PRODUCTS:	Decomposes with heat or oxidizing agents to release toxic sulfur dioxide gas.		

Section 7. HEALTH HAZARD DATA

ACUTE EFFECTS OF EXPOSURE	
INGESTION:	Can cause very serious damage to the mouth, esophagus, stomach and other tissues with which contact is made and may be fatal.
SKIN CONTACT:	Corrosive – contact with liquid, mist or vapor can cause immediate irritation or mild corrosive burns to all human tissue.
INHALATION:	Causes coughing and irritation of nose, throat and mucous membranes. Inhalation of dust or mists can cause damage to the upper respiratory tract and to the lung tissue depending upon the extent of exposure.
EYE CONTACT:	Corrosive – contact with eyes may result in permanent damage.
CHRONIC EFFECTS OF EXPOSURE:	Symptoms of chronic exposure will be similar to those of acute exposure.
OTHER HEALTH DATA:	None.

EMERGENCY AND FIRST AID PROCEDURES	
INGESTION:	If swallowed, DO NOT INDUCE VOMITING! Give large quantities of water or milk. Never give anything by mouth to an unconscious person. Get medical help immediately.
EYES:	Immediately flush eyes (holding eyelids apart) with plenty of water for at least 15 minutes and get medical attention immediately.
INHALATION:	Remove to fresh air. Give artificial respiration only if breathing has stopped. Get immediate medical attention.
SKIN:	Wipe off excess. Flush exposed area with water for at least 15 minutes. Under running water, remove contaminated clothing and shoes. If irritation persists, repeat flushing. Get immediate medical attention. Completely decontaminate clothing before re-use and destroy contaminated shoes.

Section 8. SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN IF MATERIAL IS RELEASED OR SPILLED:	Contain spill in order to prevent contamination of sewage system or waterway. If possible, neutralize on a dry basis with sodium carbonate or sodium bicarbonate; then flush with water in accordance with applicable regulations.
WASTE DISPOSAL METHOD:	Dispose of spilled neutralized or waste product, contaminated soil and other contaminated materials in licensed landfill or treatment facility that is in strict compliance with all federal, state, and local regulations.

Section 9. SPECIAL PROTECTION INFORMATION

RESPIRATORY PROTECTION:	Approved NIOSH/MSHA full-face respirator with acid gas cartridges or canisters. If concentrations are high or unknown, use self-contained breathing apparatus.		
PROTECTIVE GLOVES:	Impervious Rubber.	EYE PROTECTION:	Chemical safety goggles.
VENTILATION:	Well-ventilated area.	SPECIAL EQUIPMENT:	Full-face shield, rubber apron, rubber boots, eyewash fountain, safety shower, acid resistant hood and full body suit recommended.

SODIUM BISULFITE SOLUTION
MATERIAL SAFETY DATA SHEET

Section 10. SPECIAL PRECAUTIONS

HANDLING AND STORAGE:	Keep storage tanks and containers out of the sun and away from sources of heat and ignition to prevent decomposition and release of sulfur dioxide gas. Containers should be kept tightly closed to prevent oxidation of the product. In cold weather, store product at temperatures above ten (10) degrees Fahrenheit to avoid crystallization. Do not strike containers or fittings with tools or hard objects. Emptied container retains vapor and product residue.
OTHER:	None known.

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change and, therefore, holders and users should satisfy themselves that they are aware of all current data and regulations relevant to their particular use of product. CARUS CORPORATION DISCLAIMS ALL LIABILITY FOR RELIANCE ON THE COMPLETENESS OR ACCURACY OR THE INFORMATION INCLUDED HEREIN. CARUS CORPORATION MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTIABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PRODUCT DESCRIBED HEREIN. All conditions relating to storage, handling, and use of the product are beyond the control of Carus Corporation, and shall be the sole responsibility of the holder or user of the product.

CARUS CORPORATION, 315 5TH STREET, PERU, ILLINOIS 61354

Chithambarathanu Pillai
December 2007

Responsible Care®
Good Chemistry at Work

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ENVIROSERVE

9815 South Monroe Street, Suite 300, Sandy, UT 84070
216 642 1311 www.EnviroServe.com

Remit To: Enviroserve Inc.
P.O. Box 200941, Dallas, TX 75320-0941
invoicing@enviroserve.com

	INVOICE
Site / Work Order No	2360/42282
Invoice Number	10047355
Invoice Date	04/07/2025
Customer Number	2128041
Terms of Payment	NET 30
Amount Due(USD)	$ 11,111.10
Customer PO No	
Salesperson	Jeffrey S Swinford

Bill to	Site Location
CITY OF DECATUR 1 GARY K ANDERSON PLAZA DECATUR IL - 62523	South Water Treatment Plant (Decatur) 1155 S Martin Luther King Jr Drive Decatur IL - 62521

Sodium Bisulfite Tank Cleaning

	Quantity	UoM	Rate	Amount	Tax
03/27/2025					
SERVICES fee					
Hazardous Waste Disposal (Per Drum)	8.00	Each	1,225.00	9,800.00	N
Disposal Facility Receiving Fee	1.00	Each	65.00	65.00	N
				9,865.00	
FEES & SURCHARGES					
FUEL SURCHARGE (per Drum)	8.00	Each	15.00	120.00	N
E-Manifest Fee	1.00	Each	25.00	25.00	N
EIC Fee	0.11	Percent	10,010.00	1,101.10	N
				1,246.10	

ORG.- 8 94 38902

Obj -497000

Proj — 22-02

ENVIROSERVE

9815 South Monroe Street, Suite 300, Sandy, UT 84070
216 642 1311 www.EnviroServe.com

Remit To: Enviroserve Inc.
P.O. Box 200941, Dallas, TX 75320-0941
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Site / Work Order No	2360/42282
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Amount Due(USD)	**$ 11,111.10**
Customer PO No	
Salesperson	Jeffrey S Swinford

Invoice Summaries

By Date	Amount
03/27/2025	11,111.10
Sub - Total :	**11,111.10**
Tax Amount :	**0.00**
Total :	**11,111.10**

Please print or type.

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator ID Number | 2. Page 1 of | 3. Emergency Response Phone | **4. Manifest Tracking Number** 025208045 **JJK**

GENERATOR

5. Generator's Name and Mailing Address | Generator's Site Address (if different than mailing address)

Generator's Phone:

6. Transporter 1 Company Name | U.S. EPA ID Number

7. Transporter 2 Company Name | U.S. EPA ID Number

8. Designated Facility Name and Site Address | U.S. EPA ID Number

Facility's Phone:

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
	1.					
	2.					
	3.					
	4.					

14. Special Handling Instructions and Additional Information

15. **GENERATOR'S/OFFEROR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name | Signature | Month | Day | Year

INT'L

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:

Transporter signature (for exports only): Date leaving U.S.:

TRANSPORTER

17. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name | Signature | Month | Day | Year

Transporter 2 Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

18. Discrepancy

18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection

Manifest Reference Number:

18b. Alternate Facility (or Generator) | U.S. EPA ID Number

Facility's Phone:

18c. Signature of Alternate Facility (or Generator) | Month | Day | Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1. | 2. | 3. | 4.

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a

Printed/Typed Name | Signature | Month | Day | Year

EPA Form 8700-22 (Rev. 12-17) Previous editions are obsolete.

TRANSPORTER COPY

II. Instructions for International Shipment Block

Item 16. International Shipments

For export shipments, the primary exporter must check the export box, and enter the point of exit (city and state) from the United States. For import shipments, the importer must check the import box and enter the point of entry (city and state) into the United States. For exports, the transporter must sign and date the manifest to indicate the day the shipment left the United States.

III. Instructions for Transporters

Item 17. Transporters' Acknowledgments of Receipt

Enter the name of the person accepting the waste on behalf of the first transporter. That person must acknowledge acceptance of the waste described on the manifest by signing and entering the date of receipt. Only one signature per transportation company is required. Signatures are not required to track the movement of wastes in and out of transfer facilities, unless there is a change of custody between transporters.

If applicable, enter the name of the person accepting the waste on behalf of the second transporter. That person must acknowledge acceptance of the waste described on the manifest by signing and entering the date of receipt.

Note: Transporters carrying imports, who are acting as importers, may have responsibilities to enter information in the International Shipments Block. Transporters carrying exports may also have responsibilities to enter information in the International Shipments Block. See above instructions for Item 16.

This manifest reflects formatting changes made by U.S. EPA in December 2017. Beginning on June 30, 2018, this manifest (Revision 12-17) must be used and all previous editions are prohibited. Go to www.epa.gov/e-manifest for additional information.

Please print or type.

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator ID Number: ILR000140590
2. Page 1 of 1
3. Emergency Response Phone: 800-488-0910
4. Manifest Tracking Number: 025208045 JJK

GENERATOR

5. Generator's Name and Mailing Address
CITY OF DECATUR SOUTH
115 SOUTH MARTIN LUTHER KING DR.
DECATUR, IL 62521
Generator's Phone: 217-424-2833

Generator's Site Address (if different than mailing address)

6. Transporter 1 Company Name: ENVIROSERVE, INC. (SWH #3096-4)
U.S. EPA ID Number: OH0000333336

7. Transporter 2 Company Name
U.S. EPA ID Number

8. Designated Facility Name and Site Address: TRADEBE TREATMENT AND RECYCLING, LLC
4343 KENNEDY AVENUE
EAST CHICAGO, IN 46312
Facility's Phone: 800-388-7242
U.S. EPA ID Number: IND000646943

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No.	10. Containers Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
X	1. UN2693, BISULFITES, AQUEOUS SOLUTIONS, N.O.S. (SODIUM BISULFITE), 8, PGIII		DE		G	NONRCRA
	2.					
	3.					
	4.					

14. Special Handling Instructions and Additional Information
1) NON-RCRA, ERG #154, TR #BES2627
ENVIROSERVE WO#42282 EMERGENCY RESPONSE CONTACT #(800) 488-0910

15. **GENERATOR'S/OFFEROR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.
I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name | Signature | Month | Day | Year

INTL

16. International Shipments ☐ Import to U.S. ☐ Export from U.S. Port of entry/exit:
Transporter signature (for exports only): Date leaving U.S.:

TRANSPORTER

17. Transporter Acknowledgment of Receipt of Materials
Transporter 1 Printed/Typed Name | Signature | Month | Day | Year
Transporter 2 Printed/Typed Name | Signature | Month | Day | Year

DESIGNATED FACILITY

18. Discrepancy
18a. Discrepancy Indication Space ☐ Quantity ☐ Type ☐ Residue ☐ Partial Rejection ☐ Full Rejection
Manifest Reference Number:
18b. Alternate Facility (or Generator) U.S. EPA ID Number
Facility's Phone:
18c. Signature of Alternate Facility (or Generator) | Month | Day | Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)
1. 2. 3. 4.

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a
Printed/Typed Name | Signature | Month | Day | Year

EPA Form 8700-22 (Rev. 12-17) Previous editions are obsolete.

DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

TRADEBE

Waste Stream Profile Approval Letter

Approved Process Code:	**LA1**

Profile # BES2627
Profile Name: SODIUM BISULFITE
Profile Name cont:

Profile Approval Date: February 27, 2025 **Profile Expiration Date:** February 27, 2026

DOT Shipping Description: UN2693 BISULFITES, AQUEOUS SOLUTIONS, N.O.S. 8 III
Waste Codes:

EPA Management Method: H141

Customer:
Debbie Mayberry
EnviroServe, Inc
5350 East Firehouse Road
Decatur, IL 62521

Generator:
CITY OF DECATUR - WWTP
1155 S MARTIN LUTHER KING DR
DECATUR, IL 62521

Dear Debbie Mayberry

Tradebe Environmental Services wishes to inform you that the waste stream profile(s) above has been approved for shipment into TRADEBE TREATMENT AND RECYCLING, LLC located in East Chicago, IN, Millington, TN, and Milwaukee, WI.

This approval will expire 12 months from the date noted above. Tradebe reserves the right to cancel this approval at its sole discretion.

Please contact our Customer Service Department at (800) 388-7242 to schedule or if you have any questions or comments regarding your waste stream.

Thank you for the opportunity to serve your environmental needs.

Kirk McCracken

Kirk McCracken, Approvals Manager

Acknowledged & Accepted by: aaron.weitgenant@tradebe.com - 27 February, 2025 - 10:03 AM CST

Special Requirements:

Terms:

In accordance with 40 CFR 264.12(b) "Required Notice" and the State's equivalent regulation, Tradebe Environmental Services, LLC is informing the Generator, Tradebe's designated Facilities have the appropriate permit(s) for the approved listed waste stream profile and will accept the waste stream as described by the Generator/Broker, including but not limited to the Generator's Waste Stream Profile Sheet that was completed in accordance with 40 CFR 262.11 "Hazardous Waste Determination" and/or their State's regulatory equivalent. If at any time the waste is found to contain constituents, properties, or concentrations inconsistent with the information supplied by the Generator/Broker, title to such waste shall not pass to Tradebe Environmental Services, LLC and in addition to a Rejection of the non-conforming waste, you shall be liable for all direct, indirect, and consequential damages incurred by Tradebe Environmental Services, LLC. Tradebe Environmental Services, LLC reserves the right, in its sole discretion, to utilize processes within RCRA environmental standards alternate to the process code stated above to process the waste listed on this approval letter.

TRADEBE

TRADEBE TREATMENT AND RECYCLING, LLC

GENERATOR WASTE STREAM PROFILE SHEET

Profile # BES2627

Process Code _____

Email completed profile sheet to your Sales/Customer Service Representative or usa.approvals@tradebe.com

A. GENERATOR INFORMATION:

SITE ADDRESS

USE CONTINUATION IF SITE & MAILING ADDRESSES ARE DIFFERENT

Generator #: _____
Generator Name: CITY OF DECATUR - WWTP
Generator Address: 1155S. MLK Jr DRIVE
City: DECATUR State: IL Zip: 62521
Contact Name: CHAUNDRA SMITH
Generator Phone: 217-424-2833
Generator Fax: _____
Generator Email: cssmith@decaturil.gov
Generator USEPA/Federal ID #: IL1000140590

CUSTOMER INFORMATION:

Customer #: _____
Customer Name: ENVIROSERVE
Customer Address: 6350 E. FIREHOUSE ROAD
City: DECATUR State: IL Zip: 62521
Contact Name: DEBBIE MAYBERRY
Customer Phone: 217-428-3629
Customer Fax: _____
Customer Email: _____
Customer Service/Sales Rep: _____

If no ID number is the Generator a VSQG (Very Small Quantity Generator)? ___ Yes _X_ No
Generator NAICS Code: _____ Generator State ID # (If applicable): 1150155322

Mailing Address if different than Site Address: *(Please use Profile Continuation page if additional information is supplied)*

Name: _____ Address: _____
City: _____ State: _____ Zip: _____

Please check if generator has "No Canada Disposal" policy ___ Yes
Please check if generator has "No Landfill" policy ___ Yes
Please list other disposal restrictions: _____
Facility Restrictions, (If Any):

B. WASTE STREAM INFORMATION:

Generator's Waste Name: SODIUM BISULFITE
Describe Process Generating Waste (Flowcharts, if applicable): OLD PRODUCT

Is this waste exempt from RCRA regulation? ___ Yes
If "yes" explain or cite regulation below: (Example: Hazardous secondary material, HHW, CESQG):

Is this waste from a CERCLA cleanup site? ___ Yes
Waste determination was made by: __ Testing __ Generator Knowledge _X_ SDS/MSDS __ Sample __ Other: ___
(Attach analytical, SDS/MSDS, or other supporting documentation used for waste determination)

Does the Waste have any of the following characteristics? ___ Yes *(if yes check all that apply)* _X_ No

___ Oxidizer	___ Dioxin or Suspect	___ Water Reactive	___ Air Reactive	___ Organic Peroxide
___ Hexachrome	___ Infectious Waste	___ Radioactive	___ Chelating Agent	___ Lachrymator
___ Explosive	___ Shock Sensitive	___ Polymerizer	___ Pyrophoric	___ Inhalation Hazard, Zone ___

C. GENERAL CHARACTERISTICS:

Color: YELLOW
Odor: ___
___ None
_X_ Mild
___ Strong

Physical State @ 70 F: 100 % liquid; ___ % solid; ___ % sludge; ___ % debris; ___ aerosol; ___ powder; ___ other

Phases: _X_ single layer; ___ double layer; ___ >2 layers; ___ how many?

BTU/lb: _X_ <3000(Ex: water); ___ 3,000-5,000; ___ 5,000-10,000; ___ >10,000 (Ex: oil)

pH: ___ <2 (Acid); _X_ 2.0-4.0; ___ 4.0-10.0; ___ 10.0-12.5; ___ >12.5 (Base); ___ N/A

Viscosity _____ cP

Liquid Flashpoint: ___ <73 F ___ 73 to 99 F ___ 100 to 139 F ___ 140 to 200 F _X_ >200 F ___ None

Boiling Point _____ Specific Gravity: >1.0 Total Halogens: ___ % Total Organic Carbon (TOC): ___ % VOC _____ %

D. CHEMICAL COMPOSITION: Total of Maximum concentration must be > or = to 100%.

(Please Note, no "Trade Names" "Proprietary Ingredients" "Formulas" or "Name Reagents" are acceptable). All TRI chemicals must be included.

Constituents	Min%	Max%	ppm	Constituents	Min%	Max%	ppm
SODIUM BISULFITE	37	38					
WATER	63	62					

(If there are additional chemicals to be added, please list on Profile Continuation Page)

Does the Waste contain any of the following?

Metal Pieces: ___ Yes _X_ No *If yes, Describe Metal:* _____
Nitrocellulose: ___ Yes _X_ No *Metal Powder or Flake:* ___ Yes _X_ No *Sharps:* ___ Yes _X_ No
Isocyanates: ___ Yes _X_ No *Asbestos: (If yes, must be double bagged and wetted)* ___ Yes _X_ No
Reactive cyanide: (If yes, indicate level in ppm) ___ Yes ___ No _____X_____ *Range of reactive cyanide*
Reactive sulfide: (If yes, indicate level in ppm) ___ Yes ___ No _____X_____ *Range of reactive sulfide*
PCBs: _X_ *None* ___ *0-49 ppm* ___ *50-499 ppm* ___ *500+ ppm* *(If waste contains PCBs, certification form is required)*

Does this Waste contain Benzene subject to Subpart FF Regulations? ___ Yes
If waste contains benzene, it may be subject to Benzene Neshap rules. Please complete and submit Tradebe's Benzene NESHAP form.

rev Tradebe 8-08-2017

Profile # BES2627

WASTE WATER ANALYSIS

For waste streams being managed through TTR NE's wastewater treatment operations only:

Phases: Oil _____% Water _____% Interface _____% Sediments _____% DNAPL _____%

Petroleum Phase	Suspected Level	Actual Level	Aqueous Phase	Suspected Level	Actual Level	Aqueous Phase	Suspected Level	Actual Level
PCB			Copper			Cobalt		
Halogens			Cadmium			Mercury		
Solvents			Chromium			Arsenic		
Arsenic			Lead			Barium		
Cadmium			Nickel			Sulfides		
Chromium			Silver			Cyanides		
Lead			Zinc			Phenols		
			COD			Glycols		
			Iron			Selenium		

List Specific Solvents: _____

E. OTHER WASTE STREAM INFORMATION:

Is this waste a USED OIL per 40CFR PART 279? ___Yes X No

If Yes, does the total halogen content exceed 1,000 ppm? ___Yes X No

If Yes, can you identify the Chlorinated Constituent present in the oil? ___Yes X No

If Yes, can you rebut the presumption that this material is a Hazardous Waste? ___Yes X No

Is the Waste subject to RCRA 40 CFR 264 & 265 Subpart CC controls (Are Volatile Organic Compounds >500 PPM)? _____Yes

Does this waste contain any Hazardous Air Pollutants? (If so, Please list in Section D, Chemical Composition) _____Yes

Does the Waste contain any Class I or Class II ozone-depleting substances? _____Yes

Does waste contain EPCRA 313 chemicals identified in 40 CFR 372.65? _____Yes

If yes list in Additional Information on Continuation Page.

Does this waste contain any Chemicals of Interest listed in *6 CFR Part 27 Appendix A* (Department of Homeland Security)? *If yes please list in Additional Information on Continuation Page.* _____Yes

F. RCRA CHARACTERIZATION:

Is this a USEPA Hazardous Waste as defined in 40 CFR 261.3? X Yes ___No

Is this a Universal Waste per 40 CFR part 273? ___Yes X No

Does treatment of this waste generate a F006 or F019 sludge? ___Yes X No

Please list all characteristic codes (D001-D043): _____

Does the waste contain UHCs above treatment standards levels? (40 CFR 268.48, 268.7) ___Yes X No

(Please provide UHC(s) Chemical Composition (Section D)

Please list any applicable "F" Codes: _____

Please list any applicable "K" Codes: _____

Please list any applicable "U" codes: _____

Please list any applicable "P" codes: _____

Please list any state regulated codes: _____

G. SHIPPING VOLUME & FREQUENCY:

___ Bulk Liquid (tanker) _____ Gallons ___ Bulk Solids(roll-off box, vacuum box, etc) ___ Unibin/Flobin

___ Cubic Yard Boxes ___ Totes _____ size in gallons ___ Metal ___ Plastic in Metal Cage

___ Skid/Pallet ___ Other *(If other, please describe)*: _____

___ Drums (Specify size) ___ 85 X 55 ___ 30 ___ 15 ___ 5 X Metal ___ Plastic ___ Fiberboard

Is waste a combination package (e.g. Drum w/ inner containers or skid w/ cases of consumer products) ___Yes X No

Shipping Frequency: Number of Units 6 Per ___ Month ___ Quarter x Year ___ One time

H. DOT SHIPPING INFORMATION

Is this a U.S. Department of Transportation (USDOT) Hazardous Material? x Yes ___No

Shipping Name per 49 CFR 172.101 Hazardous Materials Table: WASTE BISULFITES, AQUEOUS SOLUTIONS, N.O.S.

Primary Hazard Class or Division: 8 UN/NA #: UN2693 Packing Group: ___ I ___ II X III

Secondary Hazard Class or Division: _____ ERG #: _____

Technical descriptors if required: _____ RQ if required: _____

DOT Special Permit that may apply (*Include copy of permit*): _____ Inhalation Hazard: Zone _____

I. GENERATOR CERTIFICATION:

"My authorized signature certifies the information contained in the Profile and the attached is complete and accurate, so that are no omissions of characteristics, composition or properties existing and all known or suspected hazards have been disclosed and that all shipments/samples referencing the profile number assigned to the waste stream described herein shall in all respects be consistent with the description. I further certify that I will notify Tradebe by email/letter of any characterization/chemical/process changes to the waste stream contained in this Profile prior to shipping". If signature is not by the Generator it is by the Generators authorized agent.

Name (print): Chaundra K Smith Title: Operations Supervisor

Signature: Chaundra K Smith Date: 2/21/2025

SODIUM BISULFITE SOLUTION
MATERIAL SAFETY DATA SHEET

Section 1 CHEMICAL PRODUCT AND COMPANY IDENTIFICTION

MANUFACTURER'S NAME: CARUS CORPORATION	**TELEPHONE NUMBER:** (815) 223-1500 **Web:** www.caruschem.com
MANUFACTURING FACILITY: Carus Corporation 1500 Eighth Street P. O. Box 1500 LaSalle, IL 61301	**EMERGENCY TELEPHONE NO.** (800) 435 - 6856 (USA) (815) 223 –1500 (other countries) **CHEMTREC® TELEPHONE NO.** (800) 424-9300 (USA)

Section 2. IDENTIFICATION

PRODUCT NAME:	Sodium Bisulfite Solution	**REVISION DATE:** None			
CHEMICAL NAME:	Sodium Bisulfite Solution	**FORMULA:** $NaHSO_3$			
SYNONYMS:	Sodium acid sulfite, Sodium hydrogen sulfite	**PACKING GROUP:** III			
D.O.T. HAZARD CLASS:	8	**UN NO.**	2693	**CAS NO.**	7631-90-5
D.O.T. SHIPPING NAME:	Bisulfites, aqueous solutions, n.o.s. (sodium bisulfite)				
D.O.T. SHIPPING NAME: (For packaging containing >13,000 lbs of the product)	RQ, Bisulfites, aqueous solutions, n.o.s. (sodium bisulfite)				

Section 3. PHYSICAL DATA

PHYSICAL STATE: Clear, pale yellow/green liquid with an odor of sulfur dioxide.	**SPECIFIC GRAVITY AT 60° F:** 1.31	**pH:** 3.5-4.5
BOILING POINT AT, °F: >212° F (100° C)	**SOLUBILITY IN WATER:** Soluble	
FREEZING POINT AT, °F: 10° F	**VOLATILES VOLUME %:** Not established.	
VAPOR PRESSURE: Not established.	**EVAPORATION RATE:** Less than 1.	

Section 4. HAZARDOUS COMPONENTS GREATER THAN 1%

MATERIAL	OSHA PEL	ACGIH TLV	CAS.NO.	%
Sodium Bisulfite	Not Established.	5 mg/m^3 (TWA)	7631-90-5	38
CARCINOGENICITY:	Not considered carcinogenic by IARC, NTP or OSHA.			

Section 5. FIRE AND EXPLOSIVE HAZARD DATA

FLASH POINT:	None.
NORMAL EXTINGUISHING AGENT:	Use water, foam, and dry chemical or carbon dioxide fire extinguishers as appropriate to fight surrounding fire.
SPECIAL FIRE FIGHTING PROCEDURES:	Wear protective clothing and protective equipment as appropriate for surrounding fire. Keep storage tanks or container cool. Flood with water. Wear self-contained breathing apparatus for major exposure when release of sulfur dioxide gas is possible.
UNSUAL FIRE AND EXPLOSION HAZARDS:	Releases sulfur dioxide gas when heated.

SODIUM BISULFITE SOLUTION
MATERIAL SAFETY DATA SHEET

Section 6. REACTIVITY DATA

STABILITY:	Stable under normal conditions.	CONDITIONS TO AVOID:	Oxidizing agents, acids and heat.
INCOMPATIBILITY (materials to avoid):	Reacts with oxidizing agents, acids and with heat to form toxic sulfur dioxide gas.		
HAZARDOUS COMBUSTION / DECOMPOSITION PRODUCTS:	Decomposes with heat or oxidizing agents to release toxic sulfur dioxide gas.		

Section 7. HEALTH HAZARD DATA

ACUTE EFFECTS OF EXPOSURE	
INGESTION:	Can cause very serious damage to the mouth, esophagus, stomach and other tissues with which contact is made and may be fatal.
SKIN CONTACT:	Corrosive – contact with liquid, mist or vapor can cause immediate irritation or mild corrosive burns to all human tissue.
INHALATION:	Causes coughing and irritation of nose, throat and mucous membranes. Inhalation of dust or mists can cause damage to the upper respiratory tract and to the lung tissue depending upon the extent of exposure.
EYE CONTACT:	Corrosive – contact with eyes may result in permanent damage.
CHRONIC EFFECTS OF EXPOSURE:	Symptoms of chronic exposure will be similar to those of acute exposure.
OTHER HEALTH DATA:	None.

EMERGENCY AND FIRST AID PROCEDURES	
INGESTION:	If swallowed, DO NOT INDUCE VOMITING! Give large quantities of water or milk. Never give anything by mouth to an unconscious person. Get medical help immediately.
EYES:	Immedintely flush eyes (holding eyelids apart) with plenty of water for at least 15 minutes and get medical attention immediately.
INHALATION:	Remove to fresh air. Give artificial respiration only if breathing has stopped. Get immediate medical attention.
SKIN:	Wipe off excess. Flush exposed area with water for at least 15 minutes. Under running water, remove contaminated clothing and shoes. If irritation persists, repeat flushing. Get immediate medical attention. Completely decontaminate clothing before re-use and destroy contaminated shoes.

Section 8. SPILL OR LEAK PROCEDURES

STEPS TO BE TAKEN IF MATERIAL IS RELEASED OR SPILLED:	Contain spill in order to prevent contamination of sewage system or waterway. If possible, neutralize on a dry basis with sodium carbonate or sodium bicarbonate; then flush with water in accordance with applicable regulations.
WASTE DISPOSAL METHOD:	Dispose of spilled neutralized or waste product, contaminated soil and other contaminated materials in licensed landfill or treatment facility that is in strict compliance with all federal, state, and local regulations.

Section 9. SPECIAL PROTECTION INFORMATION

RESPIRATORY PROTECTION:	Approved NIOSH/MSHA full-face respirator with acid gas cartridges or canisters. If concentrations are high or unknown, use self-contained breathing apparatus.		
PROTECTIVE GLOVES:	Impervious Rubber.	EYE PROTECTION:	Chemical safety goggles.
VENTILATION:	Well-ventilated area.	SPECIAL EQUIPMENT:	Full-face shield, rubber apron, rubber boots, eyewash fountain, safety shower, acid resistant hood and full body suit recommended.

SODIUM BISULFITE SOLUTION
MATERIAL SAFETY DATA SHEET

Section 10. SPECIAL PRECAUTIONS

HANDLING AND STORAGE:	Keep storage tanks and containers out of the sun and away from sources of heat and ignition to prevent decomposition and release of sulfur dioxide gas. Containers should be kept tightly closed to prevent oxidation of the product. In cold weather, store product at temperatures above ten (10) degrees Fahrenheit to avoid crystallization. Do not strike containers or fittings with tools or hard objects. Emptied container retains vapor and product residue.
OTHER:	None known.

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change and, therefore, holders and users should satisfy themselves that they are aware of all current data and regulations relevant to their particular use of product. CARUS CORPORATION DISCLAIMS ALL LIABILITY FOR RELIANCE ON THE COMPLETENESS OR ACCURACY OR THE INFORMATION INCLUDED HEREIN. CARUS CORPORATION MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTIABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PRODUCT DESCRIBED HEREIN. All conditions relating to storage, handling, and use of the product are beyond the control of Carus Corporation, and shall be the sole responsibility of the holder or user of the product.

CARUS CORPORATION, 315 5TH STREET, PERU, ILLINOIS 61354

Chithambarathanu Pillai
December 2007

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Good Chemistry at Work

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South Water Treatment Plant
Disposal of Sodium Bisulfite

City of Decatur, Illinois
Water Production Division

0 400 Feet

Council Memo
Public Works Department
No. 2025-45

DATE: **5/5/2025**

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

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

SUBJECT:
Ordinance Annexing Territory 2305 Highland Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 2305 Highland Road be approved.

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

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

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

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:
1. 2025-45 Ordinance Annexing Territory 2305 Highland Road

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2305 HIGHLAND 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 David & Susan Powell, requesting that there be annexed to the City territory described as:

LOT ONE (1) OF HOOPER'S FIRST ADDITION, AS PER PLAT RECORDED IN BOOK 1270, PAGE 47 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-251-004

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 5th day of May 2025.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

RESIDENTIAL - OCCUPIED

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.)

David Powell

Susan Powell

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2305 Highland Road, and legally described as follows:

LOT ONE (1) OF HOOPER'S FIRST ADDITION, AS PER PLAT RECORDED IN BOOK 1270, PAGE 47 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #__17-12-36-251-004_

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.

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
	David Powell	2305 Highland road.
	Susan Powell	2305 Highland Rd.

Signed and sworn to before me this 14 day of March, 2025

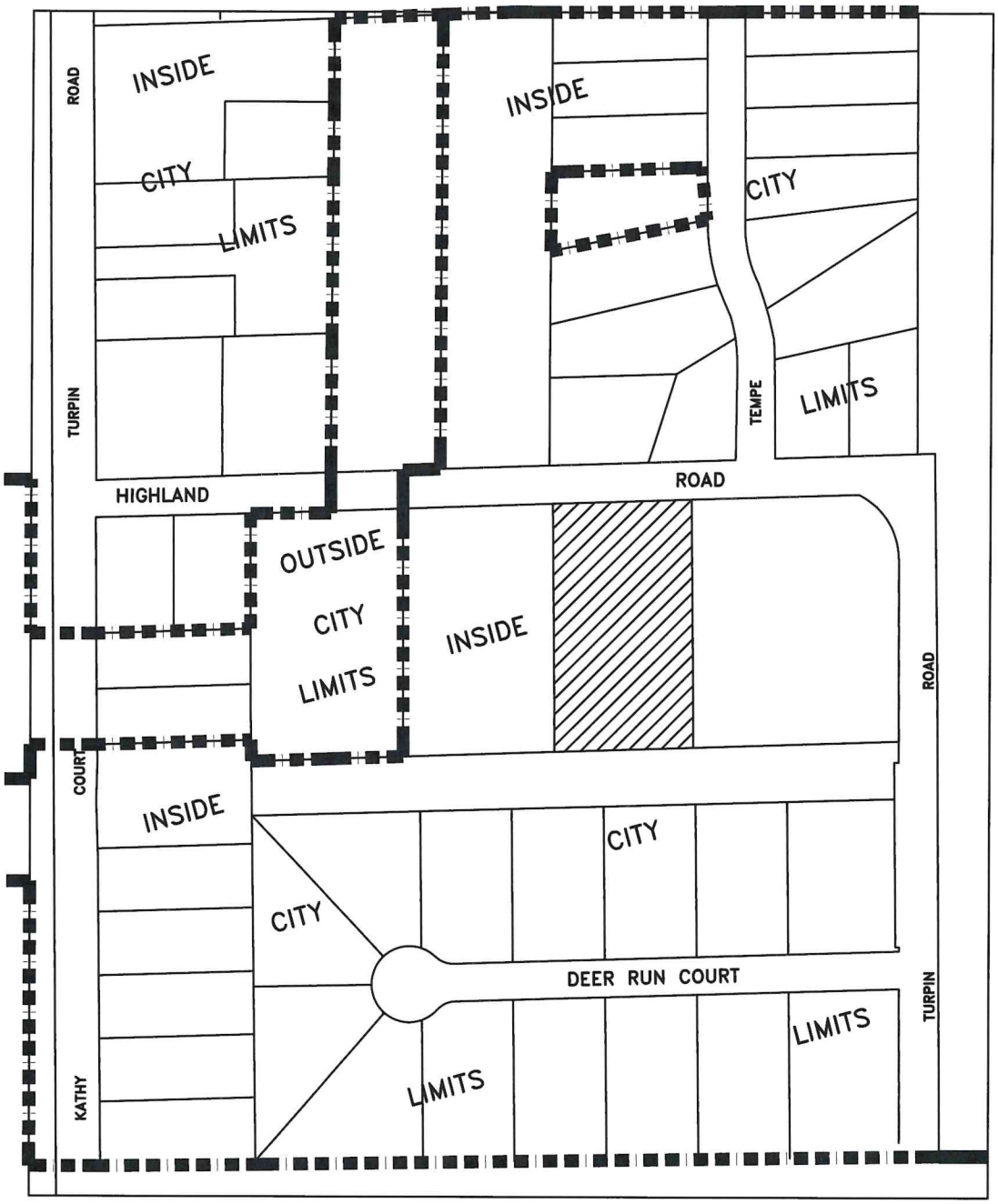
OFFICIAL SEAL
CHRISTOPHER S. SMITH
Notary Public - State of Illinois
My Commission Expires 2/23/2027

Notary Public

(Rev. 12/2014)

Exhibit A

K:\Common\CVCPW\Annexations\Forced Annexations\2025 Annexations\Forced\2305 Highland Road\2305 Highland Rd Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2305 HIGHLAND ROAD

indicates territory annexed

indicates existing corporate limits

2.00± acres

AREA 0.00338± sq. miles

0± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

MATTHEW C. NEWELL
062.048941
REGISTERED PROFESSIONAL ENGINEER OF ILLINOIS

4-25-25

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

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

ORDINANCE NO: _____

DATE: _____

Exhibit B

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Council Memo
Public Works Department
No. 2025-51

DATE: **5/5/2025**

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

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

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co., Inc. for 2025 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2025-09

SUMMARY RECOMMENDATION: It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2025 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2025-09, to Entler Excavating Co, Inc., (Entler) as the lowest responsive and responsible bidder in the amount of $720,262.50 and that the Mayor be authorized to execute the contract, and the City Clerk to attest. Attachments to the Resolution include all contract documents except for standard "boilerplate" language and project specific drawings and specifications, general conditions, and standard provisions, common to all City Contracts. Anyone wishing to review the full set of contract documents may obtain copies from the City Clerk.

BACKGROUND:
Sanitary Sewer Priorities
Under the direction of the City Council, the Public Works Department has established four priorities to improve the City's sanitary sewer collection system as defined in the Sanitary Sewer Master Plan.

1. Critical Large Diameter Sewer Rehabilitation
2. Sanitary Sewer Overflows Due to Inflow and Infiltration
3. System Operation and Maintenance
4. Small Diameter Sewer Rehabilitation

The 2025 Miscellaneous Sanitary & Storm Sewer Improvement Project primarily addresses priority numbers 3 and 4, system operation and maintenance and small diameter sewer rehabilitation. The project is an annual project prepared by the Public Works Department to assist with both emergency repairs and normal improvements to the City's sanitary sewer system.

Storm Sewer Priorities
The 2009 Stormwater Master Plan addresses three main topics:

Stormwater Problem Area Prioritization
1. Regulation, Standards, and Policies
2. Stormwater Expenditures and Funding Mechanisms

In April 2014, the City Council approved the creation of a Stormwater Utility to provide a dedicated funding source to improve known drainage problems and to improve maintenance on existing stormwater facilities. In

addition to providing for rapid response work for storm sewer problems, the 2025 Miscellaneous Sanitary & Storm Sewer Improvement Project will address some of items 1 and 2 above.

Project Description
The 2025 Miscellaneous Sanitary & Storm Sewer Improvement Project works to resolve sanitary and storm sewer concerns as they are identified through televised inspections, routine maintenance, and public observation. This project enables the City to respond in a rapid manner as problems within the sanitary and storm sewer systems arise and must be addressed quickly. Having unit bid prices in place for sewer repairs enables the City to move rapidly to address collapsed pipe or sinkholes as they are located in the sewer system, and before they turn into major public problems. This also reduces the number of emergency time and material repair contracts that must be brought before the City Council.

The 2025 Miscellaneous Sanitary & Storm Sewer Improvement project will repair both storm and sanitary sewers under one contract. All the repair costs at each location will be separated between storm and sanitary improvements and will be paid for under the Sewer Fund (sanitary sewer work) or Stormwater Fund (storm sewer work). Approximately 70% of the project is expected to be sanitary sewer related and 30% of the project storm sewer related.

Public Letting Results
The project specifications were prepared by the Public Works Department. The project was advertised Wednesday April 2, 2025, and bids were opened on April 23, 2025. The results for the letting are as follows:

Bidder	Bid Price	Compared to Engineer's Est. Over/(Under)
Entler Excavating Co., Inc.	**$720,262.50**	**2.2%**
A&R Services, Inc.	$754,455.00	7.0%
Engineer's Estimate	$704,820.00	-----

Two contractors took out bid packages and one contractor submitted a bid proposal for the 2025 Miscellaneous Sanitary & Storm Sewer Improvement Project. Entler Excavating Company, Inc. provided the lowest responsive and responsible bid at 2.2% above the Engineer's Estimate. The 2025 project establishes unit prices for typical work items needed to complete storm and sanitary system repairs.

Entler has successfully completed storm and sanitary sewer projects for the City. Staff recommends that the City Council approve a contract with Entler Excavating Company, Inc. to perform the 2025 Miscellaneous Sanitary & Storm Sewer Improvement Project.

MINORITY PARTICIPATION GOALS:
Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts."

Contractors for City projects shall make a good faith effort to comply with the following minimum goals:
1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Subcontracting is not required for a City project. Entler will self-perform an estimated 90.6% of the contract and subcontract 9.4% of the work for trucking, concrete patching, landscaping and asphalt with 2.8% being

performed by a Minority Business Enterprise. Entler provided documentation that a good faith effort was made to comply with the City's goals.

SCHEDULE:

Work on this project will begin in June and is to be completed by June 1, 2026.

LEGAL REVIEW: The plans and specifications for the 2025 Miscellaneous Sanitary and Storm Sewer Improvement Project were reviewed by Legal on March 27, 2025.

PRIOR COUNCIL ACTION:
The Miscellaneous Sanitary & Storm Sewer Improvement Project is an annual project for the City and has been approved by the City Council for many years.

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

INPUT FROM OTHER SOURCES:
None

STAFF REFERENCE: Matt Newell, Public Works Director, and Paul Caswell, City Engineer. Matt will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: Budget Impact: Funding for this project is currently allocated from the Sanitary Sewer Fund at $520,262.50 for sanitary sewer work, and the Stormwater Fund at $200,000 for storm sewer and drainage work. The Sewer Fund is supported by sanitary sewer user fees and the Stormwater Fund is supported by storm water utility fees. The total project cost is $720,262.50.

Staff Impact: The Capital Improvement Plan has allocated staff time for this project.

ATTACHMENTS:
1. 2025-51 RESOLUTION Accept Bid-Award Contract CP2025-09 w exhibit A
2. 2025-51 Council Bid Tab-2025-09
3. 2025-51 Minority Participation 2025-09

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH ENTLER EXCAVATING CO. INC. FOR 2025 MISCELLANEOUS SANITARY AND STORM SEWER IMPROVEMENT PROJECT, CITY PROJECT 2025-09

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

Section 1. That the tabulation of bids received for City Project 2025-09, 2025 Miscellaneous Sanitary and Storm Sewer Improvement project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Entler Excavating Co. Inc. in the amount of $720,262.50 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Entler Excavating Company, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of $720,262.50.

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

PRESENTED and ADOPTED this 5th day of May, 2025.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim L. Althoff, City Clerk

Exhibit A

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
For

2025 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT
City Project 2025-09

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
20800150	TRENCH BACKFILL	CU YD	650	69.00	44,850.00
21400100	GRADING & SHAPING DITCHES	FOOT	50	7.00	350.00
25000100	SEEDING, CLASS 1	SQ YD	1,200	4.00	4,800.00
25100105	MULCH, METHOD 1	SQ YD	1,200	4.00	4,800.00
25100630	EROSION CONTROL BLANKET	SQ YD	50	7.75	387.50
25200100	SODDING	SQ YD	25	35.00	875.00
28000510	INLET PROTECTION	EACH	5	40.00	200.00
28000900	FENCE (EROSION CONTROL)	FOOT	50	9.00	450.00
40800010	BITUMINOUS MATERIALS (PRIME COAT)	GAL	50	21.00	1050.00
40800040	INCIDENTAL BITUMINOUS SURFACING	TON	20	625.00	12,500.00
42000300	PORTLAND CEMENT CONCRETE PAVEMENT, 8 INCH	SQ YD	80	130.00	10,400.00
42000301	ADDITIONAL DEPTH OF PAVEMENT PER 1 INCH GREATER THAN 8 INCH	SQ YD	250	23.00	5,750.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	50	130.00	6,500.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	150	38.00	5,700.00
44000100	PAVEMENT REMOVAL	SQ YD	350	31.00	10,850.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	50	31.00	1,550.00
44000600	SIDEWALK REMOVAL	SQ FT	150	8.00	1200.00

RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
44001700	COMBINATION CONCRETE CURB AND GUTTER REM. AND REPLACEMENT	FOOT	60	160.00	9,600.00
44213200	SAW CUTS	FOOT	1,000	7.00	7000.00
550A0340	STORM SEWERS, CLASS A, TYPE 2, 12 INCH	FOOT	20	206.00	4,120.00
550A0360	STORM SEWERS, CLASS A, TYPE 2, 15 INCH	FOOT	20	233.00	4660.00
550A0380	STORM SEWERS, CLASS A, TYPE 2, 18 INCH	FOOT	20	267.00	5340.00
550A0410	STORM SEWERS, CLASS A, TYPE 2, 24 INCH	FOOT	20	281.00	5620.00
550A0450	STORM SEWERS, CLASS A, TYPE 2, 36 INCH	FOOT	20	370.00	7400.00
59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	75	167.00	12,525.00
60228110	MANHOLES, SANITARY, 4 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	7	6800.00	47,600.00
60228120	MANHOLES, SANITARY, 5 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	8300.00	16,600.00
60228111	ADDITIONAL DEPTH OF MANHOLE 4 FT-DIAMETER	FOOT	10	760.00	7,600.00
60228112	ADDITIONAL DEPTH OF MANHOLE 5 FT-DIAMETER	FOOT	3	915.00	2.745.00
60234200	INLETS, TYPE A, TYPE 1 FRAME AND GRATE	EACH	2	3700.00	7400.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	2	4100.00	8,200.00
60238700	INLETS, TYPE B, TYPE 1, FRAME AND GRATE	EACH	2	4250.00	8500.00
60240220	INLETS, TYPE B, TYPE 3, FRAME AND GRATE	EACH	2	4600.00	9200.00
60255800	MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	5	4600.00	23,000.00
60255801	MANHOLE TO BE ADJUSTED W/ NEW TYPE 1 FRAME, CLOSED LID, IN PAVEMENT	EACH	5	6100.00	30,500.00
67100100	MOBILIZATION	EACH	25	1300.00	32,500.00
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	EACH	15	1400.00	21,000.00

RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	_____	_____
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	EACH	10	2000.00	20000.00
Z0001000	SUSPENSION OF WORK	HOUR	20	910.00	18200.00
Z0018900	DOWEL BARS	EACH	100	36.00	3600.00
Z0059500	SEWER, TYPE 2 & 3, 6 INCH	FOOT	75	187.00	14025.00
Z0059600	SEWER, TYPE 2 & 3, 8 INCH	FOOT	75	256.00	19200.00
Z0059700	SEWER, TYPE 2 & 3, 10 INCH	FOOT	75	270.00	20250.00
Z0059800	SEWER, TYPE 2 & 3, 12 INCH	FOOT	65	287.00	18655.00
Z0059900	SEWER, TYPE 2 & 3, 15 INCH	FOOT	20	316.00	6320.00
Z0059925	SEWER, TYPE 2 & 3, 18 INCH	FOOT	20	335.00	6700.00
Z0059950	SEWER, TYPE 2 & 3, 24 INCH	FOOT	20	372.00	7440.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	LSUM	1	$30,000.00	$30,000.00
Z0064600	SELECTIVE CLEARING	ACRE	3.0	6000.00	18000.00
XX000541	EXPLORATORY EXCAVATION	EACH	15	1525.00	22875.00
XX000551	STABILIZED CONSTRUCTION ENTRANCE (6-INCH)	SQ YD	10	250.00	2500.00
XX003424	CONNECT TO EXISTING STRUCTURE	EACH	15	1400.00	21000.00
XX005486	CONNECT TO EXISTING PIPE (6-12 INCH)	EACH	5	760.00	3800.00
XX005487	CONNECT TO EXISTING PIPE (15-24 INCH)	EACH	15	1525.00	22875.00
XX005488	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (6-10 INCH)	EACH	35	1100.00	38500.00
XX005489	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (12-15 INCH)	EACH	10	2000.00	20000.00

CONTRACT

THIS CONTRACT, made and entered into this 5th day of May, 2025, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Entler Excavating Co., Inc. hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **2025 Miscellaneous Sanitary & Storm Improvement Project, City Project *2025-09*",** all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.

3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.

4. **The Completion Date for this project is *June 1, 2026*.** The Contractor shall complete all work subject to the date on or before the specified date.

5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	Special Provisions
Information for Bidders	Project Drawings
Bid Proposal	Standard Drawings
Non-Collusion Affidavit	Special Conditions
Contract (This Instrument)	General Conditions
Contract Change Orders	Supplemental Specifications
Performance Bond (required for contracts greater than $150,000)	Standard Specifications
Addenda	Appendices

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Contract
3. Addenda
4. Special Provisions
5. Project Drawings
6. Standard Drawings
7. Appendices to the Project Manual
8. Special Conditions
9. General Conditions
10. Supplemental Specifications
11. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

_____
CITY CLERK

By _____
MAYOR

Entler Excavating Co., Inc.

_____
SECRETARY (Corporate Seal)

By _____
PRESIDENT

CONTRACT PERFORMANCE BOND

(REQUIRED FOR CONTRACTS GREATER THAN $150,000)

Project: 2025 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT
Project Number: 2025-09

We, Entler Excavating Co., Inc.

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of _____ ,

as PRINCIPAL, _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of Seven Hundred- Twenty Thousand, Two Hundred Sixty-Two Dollars and 50/100 _____ Dollars ($720,262.50), lawful money of United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to them for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the CITY harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

Entler Excavating Co., Inc.
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

_____
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

_____

_____
(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ _____
Notary Public **(SEAL)**

SURETY

_____
(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS, **(SEAL)**

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

_____

_____
(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ _____
Notary Public **(SEAL)**

CITY OF DECATUR

Approved this 5th day of May, A.D. 2025

Attest:

_____
Kim Althoff, City Clerk

City Council
City of Decatur, Illinois

_____

_____
Julie Moore Wolfe, Mayor

PROJECT NUMBER: 2025-09
PROJECT NAME: 2025 Miscellaneous Sanitary & Storm Sewer Improvement

BID DATE: 4/23/2025
TIME: 10:00 a.m.

FUND: Sanitary Sewer & Storm Water
ORGANIZATION CODE: 79487906/78487806
OBJECT CODE: 489030/489040

Engineer's Estimate

City Engineering Division

Entler Excavating Co., Inc.
819 North Sunnyside Rd.
Decatur, IL 62522

Contact Person
Stuart Entler
(217) 4218-1865
karenentlerex@gmail.com

A&R Services, Inc.
711 Kettering Park Drive
Urbana, IL 61801

Contact Person
Justin Weidner
(217) 367-4227
jweidner@ar-mech.com

Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
20800150	TRENCH BACKFILL	650	CU YD	$65.00	$42,250.00	$69.00	$44,850.00	$73.45	$47,742.50
21400100	GRADING & SHAPING DITCHES	50	FOOT	$12.00	$600.00	$7.00	$350.00	$12.59	$629.50
25000100	SEEDING, CLASS 1	1,200	SQ YD	$4.00	$4,800.00	$4.00	$4,800.00	$3.91	$4,692.00
25100105	MULCH, METHOD 1	1,200	SQ YD	$4.00	$4,800.00	$4.00	$4,800.00	$5.53	$6,636.00
25100630	EROSION CONTROL BLANKET	50	SQ YD	$8.00	$400.00	$7.75	$387.50	$11.74	$587.00
25200100	SODDING	25	SQ YD	$40.00	$1,000.00	$35.00	$875.00	$33.34	$833.50
28000510	INLET PROTECTION	5	EACH	$50.00	$250.00	$40.00	$200.00	$171.11	$855.55
28000900	FENCE (EROSION CONTROL)	50	FOOT	$9.00	$450.00	$9.00	$450.00	$6.11	$305.50
40800010	BITUMINOUS MATERIALS (PRIME COAT)	50	GAL	$20.00	$1,000.00	$21.00	$1,050.00	$19.21	$960.50
40800040	INCIDENTAL BITUMINOUS SURFACING	20	TON	$600.00	$12,000.00	$625.00	$12,500.00	$531.67	$10,633.40
42000300	PORTLAND CEMENT CONCRETE PAVEMENT, 8 INCH	80	SQ YD	$130.00	$10,400.00	$130.00	$10,400.00	$116.14	$9,291.20
42000301	ADDITIONAL DEPTH OF PAVEMENT PER 1 INCH GREATER THAN 8 INCH	250	SQ YD	$21.00	$5,250.00	$23.00	$5,750.00	$26.16	$6,540.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	50	SQ YD	$115.00	$5,750.00	$130.00	$6,500.00	$118.12	$5,906.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	150	SQ FT	$32.00	$4,800.00	$38.00	$5,700.00	$32.68	$4,902.00
44000100	PAVEMENT REMOVAL	350	SQ YD	$35.00	$12,250.00	$31.00	$10,850.00	$26.90	$9,415.00
44000200	DRIVEWAY PAVEMENT REMOVAL	50	SQ YD	$35.00	$1,750.00	$31.00	$1,550.00	$30.32	$1,516.00
44000600	SIDEWALK REMOVAL	150	SQ FT	$10.00	$1,500.00	$8.00	$1,200.00	$8.85	$1,327.50
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	60	FOOT	$150.00	$9,000.00	$160.00	$9,600.00	$122.16	$7,329.60
44213200	SAW CUTS	1,000	FOOT	$8.00	$8,000.00	$7.00	$7,000.00	$6.42	$6,420.00
550A0340	STORM SEWERS, CLASS A, TYPE 2, 12 INCH	20	FOOT	$200.00	$4,000.00	$206.00	$4,120.00	$201.13	$4,022.60
550A0360	STORM SEWERS, CLASS A, TYPE 2, 15 INCH	20	FOOT	$210.00	$4,200.00	$233.00	$4,660.00	$210.01	$4,200.20
550A0380	STORM SEWERS, CLASS A, TYPE 2, 18 INCH	20	FOOT	$235.00	$4,700.00	$267.00	$5,340.00	$218.19	$4,363.80
550A0410	STORM SEWERS, CLASS A, TYPE 2, 24 INCH	20	FOOT	$250.00	$5,000.00	$281.00	$5,620.00	$284.21	$5,684.20
550A0450	STORM SEWERS, CLASS A, TYPE 2, 36 INCH	20	FOOT	$325.00	$6,500.00	$370.00	$7,400.00	$340.18	$6,803.60
59300100	CONTROLLED LOW-STRENGTH MATERIAL	75	CU YD	$150.00	$11,250.00	$167.00	$12,525.00	$152.48	$11,436.00
60228110	MANHOLES, SANITARY, 4 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	7	EACH	$6,000.00	$42,000.00	$6,800.00	$47,600.00	$5,480.25	$38,361.75
60228120	MANHOLES, SANITARY, 5 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH	$7,250.00	$14,500.00	$8,300.00	$16,600.00	$10,775.87	$21,551.74
60228111	ADDITIONAL DEPTH OF MANHOLE 4 FT-DIAMETER	10	FOOT	$700.00	$7,000.00	$760.00	$7,600.00	$824.01	$8,240.10
60228112	ADDITIONAL DEPTH OF MANHOLE 5 FT-DIAMETER	3	FOOT	$765.00	$2,295.00	$915.00	$2,745.00	$941.72	$2,825.16
60234200	INLETS, TYPE A, TYPE 1 FRAME AND GRATE	2	EACH	$3,750.00	$7,500.00	$3,700.00	$7,400.00	$2,939.77	$5,879.54
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	2	EACH	$3,750.00	$7,500.00	$4,100.00	$8,200.00	$3,091.48	$6,182.96
60238700	INLETS, TYPE B, TYPE 1 FRAME AND GRATE	2	EACH	$4,000.00	$8,000.00	$4,250.00	$8,500.00	$3,634.49	$7,268.98
60240220	INLETS, TYPE B, TYPE 3, FRAME AND GRATE	2	EACH	$4,250.00	$8,500.00	$4,600.00	$9,200.00	$3,822.39	$7,644.78
60255800	MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	5	EACH	$5,000.00	$25,000.00	$4,600.00	$23,000.00	$2,520.57	$12,602.85
60255801	MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID, IN PAVEMENT	5	EACH	$4,500.00	$22,500.00	$6,100.00	$30,500.00	$3,600.50	$18,002.50
67100100	MOBILIZATION	25	EACH	$2,000.00	$50,000.00	$1,300.00	$32,500.00	$2,940.04	$73,501.00
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	15	EACH	$1,500.00	$22,500.00	$1,400.00	$21,000.00	$1,382.58	$20,738.70
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	10	EACH	$2,250.00	$22,500.00	$2,000.00	$20,000.00	$2,589.34	$25,893.40
Z0001000	SUSPENSION OF WORK	20	HOUR	$850.00	$17,000.00	$910.00	$18,200.00	$803.81	$16,076.20
Z0018900	DOWEL BARS	100	EACH	$40.00	$4,000.00	$36.00	$3,600.00	$27.82	$2,782.00
Z0059500	SEWER, TYPE 2 & 3, 6 INCH	75	FOOT	$160.00	$12,000.00	$187.00	$14,025.00	$166.36	$12,477.00
Z0059600	SEWER, TYPE2 & 3, 8 INCH	75	FOOT	$250.00	$18,750.00	$256.00	$19,200.00	$176.00	$13,200.00
Z0059700	SEWER, TYPE 2 & 3, 10 INCH	75	FOOT	$250.00	$18,750.00	$270.00	$20,250.00	$196.09	$14,706.75
Z0059800	SEWER, TYPE 2 & 3, 12 INCH	65	FOOT	$275.00	$17,875.00	$287.00	$18,655.00	$226.68	$14,734.20
Z0059900	SEWER, TYPE 2 & 3, 15 INCH	20	FOOT	$280.00	$5,600.00	$316.00	$6,320.00	$272.40	$5,448.00
Z0059925	SEWER, TYPE 2 & 3, 18 INCH	20	FOOT	$300.00	$6,000.00	$335.00	$6,700.00	$389.93	$7,798.60
Z0059950	SEWER, TYPE 2 & 3, 24 INCH	20	FOOT	$330.00	$6,600.00	$372.00	$7,440.00	$291.04	$5,820.80
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	1	L SUM	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
Z0064600	SELECTIVE CLEARING	3.0	ACRE	$5,500.00	$16,500.00	$6,000.00	$18,000.00	$6,124.56	$18,373.68
XX000541	EXPLORATORY EXCAVATION	15	EACH	$1,500.00	$22,500.00	$1,525.00	$22,875.00	$1,294.19	$19,412.85
XX000551	STABILIZED CONSTRUCTION ENTRANCE (6-INCH)	10	SQ YD	$210.00	$2,100.00	$250.00	$2,500.00	$121.18	$1,211.80
XX003424	CONNECT TO EXISTING STRUCTURE	15	EACH	$1,500.00	$22,500.00	$1,400.00	$21,000.00	$2,078.24	$31,173.60
XX005486	CONNECT TO EXISTING PIPE (6-12 INCH)	5	EACH	$650.00	$3,250.00	$760.00	$3,800.00	$732.07	$3,660.35
XX005487	CONNECT TO EXISTING PIPE (15-24 INCH)	15	EACH	$1,500.00	$22,500.00	$1,525.00	$22,875.00	$2,102.58	$31,538.70
XX005488	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (6-10 Inch)	35	EACH	$1,100.00	$38,500.00	$1,100.00	$38,500.00	$1,647.26	$57,654.10
XX005489	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (12-15 INCH)	10	EACH	$1,750.00	$17,500.00	$2,000.00	$20,000.00	$2,145.76	$21,457.60
XX005490	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (18-24 INCH)	2	EACH	$1,800.00	$3,600.00	$2,100.00	$4,200.00	$2,865.06	$5,730.12
XX004209	SANITARY SERVICE CONNECTION	12	EACH	$1,400.00	$16,800.00	$1,525.00	$18,300.00	$2,381.77	$28,581.24
XX005719	FILLING EXISTING SANITARY SEWER <15 INCH	20	FOOT	$40.00	$800.00	$25.00	$500.00	$44.54	$890.80
	TOTAL BIDS (AS CORRECTED)				$704,820.00		$720,262.50		$754,455.00
	Percent Over Under ENGINEER'S ESTIMATE						2.19%		7.04%

Paul E. Caswell, City Engineer

4/25/2025
Date

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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	4/17/25	Project Title:	2025 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT
Total Contract Value:	720262.50	Project Number:	2025-09

Section I: Prime Contractor Information

Prime Contractor: Entler Excavating Co. Inc.

Address: 819 N. Sunnyside Rd.
Decatur, IL 62522

Phone: 217-428-1865

Contact Person: Stuart Entler

Email: karenentlerex@gmail.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Dunn Company	NON-MBE	13,000.00	1.80	Asphalt
Marenco Enterprises	MBE	10,000.00	1.39	Seeding & mulching
Loyalty Services	MBE	10,000.00	1.39	trucking
Flannigan Contracting	NONMBE	34,625.00	4.80	concrete
Totals		67625.00	9.38%	

- If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
N/A			
Totals			

- If more firms were contacted, please copy this form and attach the additional information.

Section IV: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial

- If more firms submitted quotes, please copy this form and attach the additional information.

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
Ron's Paving (Asphalt)	phone	never submitted a bid
Day's Asphalt Paving (Asphalt)	phone	never submitted a bid
D Anderson Contracting (Asphalt)	phone	never submitted a bid
A Plus Service Group (Concrete)	phone and email	never submitted a bid
Garcia & Sons Const. (concrete)	phone	not bidding - too far
A & A Concrete (concrete)	phone and email	never submitted a bid
Loyalty Services (trucking)	phone	Bidding
Marenco Enterprises (Seeding)	phone	Bidding

- If more firms were contacted, please copy this form and attach the additional information.

Section V:
The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

This form must be completed and submitted with the bid proposal. All subcontractors and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the MBE's listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors or MBEs.

Signature of Prime Contractor

4/23/25
Date

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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	4/23/25	Project Title:	2025 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT
		Project Number:	2025-09

Prime Contractor: Entler Excavating Co Inc

Address: 819 N. Sunnyside Rd.
Decatur IL 62522

Phone: 217-428-1865

Contact Person: Stuart Entler

Email: KarenEntlerex6gmail.com

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☒	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☐	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
☐	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
☐	Other – (State reason and attach explanation)
☐	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

Signature of Prime Contractor — Date: 4/23/25

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED

The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

☐	The project is essential for City operations.
☐	Emergency circumstances require a waiver.
☐	Evidence of a good faith effort by the contractor.
☐	The contractor will self-perform all work and will not subcontract any portion of the project.
☐	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

Public Works Director — Date

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date: 4-25 | Project Title: 2025 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT

Total Contract Value: ~~[illegible]~~ 720262.50 | Project Number: 2025-09

Section I: Minority Business Enterprise (MBE) Information

Name: Nuvia Enterprises

Address: 3916 Lagoon Rd
Clinton IL 61727

Phone: 217 643 2424

Contact Person: Nina Willoughby

Email: nuviaenterprises@gmail.com

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
seeding and mulching	10,000.00	1.39%

This form must be completed and submitted with the bid proposal for each MBE. All MBEs intended for use on this project shall have an **MBE Information Form** signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a **Notification of Change in Participation Form** and **MBE Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature: Stuart Entler | Print: Stuart Entler

Title: President | Date: 4/22/25

Minority Business Enterprise Signature: Nina Willoughby | Print: Nina Willoughby

Title: President | Date: 4-22-2025

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	4/22/25	Project Title:	2025 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT
Total Contract Value:	720262.50	Project Number:	2025-09

Section I: Minority Business Enterprise (MBE)Information

Name: Loyalty Services

Address: 3722 Tulane
Decatur IL 62522

Phone: 217-853-2204

Contact Person: Jeff Rhodes

Email:

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
Trucking	10,000.00	1.39%

This form must be completed and submitted with the bid proposal for each MBE. All MBEs intended for use on this project shall have an **MBE Information Form** signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a **Notification of Change in Participation Form** and **MBE Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
Stuart Entler	Stuart Entler
Title	**Date**
President	4/23/25

Minority Business Enterprise Signature	Print
Jeff Rhodes	Jeff Rhodes
Title	**Date**
Owner	4/23/25

ENTLER EXCAVATING COMPANY INC
819 N. SUNNYSIDE ROAD
DECATUR, IL 62522

Telephone (217) 428-1865
Fax (217) 428-1895
Entlerex.com

4/23/2025

City of Decatur
#1 Gary K Anderson Plaza
Decatur, IL 62523

RE: 2025 Miscellaneous Sanitary & Storm Sewer Improvement Project

To whom it may concern,

We contacted by phone and email:

- Roy's Paving & sealcoating Co. (Asphalt): made a phone call and they never submitted a bid.
- Day's Asphalt Paving. (Asphalt): made a phone call – No answer, left a voicemail. They never submitted a bid.
- D Anderson Contracting (Asphalt): made a phone call – No answer, left a voicemail. We never received a bid.
- A Plus Service Group LLC. (Concrete): made a phone call, left a voicemail. Also sent an email to them with the bid documents. They did not submit a bid to us.
- Garcia & Sons Const. Co. (Concrete): made a phone call. He wasn't interested in bidding due to the distance of job and the small amount of work at various times.
- A&A Concrete (Concrete): made a phone call and sent them the bid documents by email. They never submitted a bid to us.
- Loyalty Services (trucking): made a phone call, they submitted a bid.
- Marenco Enterprises (Seeding): made a phone call, they submitted a bid.

Sincerely,

Stuart Entler
President
Entler Excavating Co. Inc.

Council Memo
Information Technology Department
No. 2025-04

DATE: **5/5/2025**

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

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

SUBJECT:
Resolution Approving Expenditure of City Funds to Renew Hardware Maintenance for the NetApp Data Storage Arrays with Presidio Networked Solutions Group

SUMMARY RECOMMENDATION: Staff recommend City Council approve the attached Resolution authorizing payment of $24,035.68 from budgeted city funds to Presidio Networked Solutions Group for NetApp Data Storage Array Annual Hardware Maintenance.

BACKGROUND:
The city has utilized NetApp Data Storage Solutions for more than twelve years to digitally store all critical computerized data. Presidio Networked Solutions Group offers discounted hardware maintenance rates through a strategic group purchasing plan with NetApp. Council members have not seen this in a prior council meeting before because the annual amount was below the $20,000 threshold.

Renewal of this maintenance entitles the city to receive expert hardware support, component hardware failure replacement for all the city's NetApp data storage platforms, around-the-clock technical support from high-level engineers, and ongoing software updates. This is a routine annual expense for the Information Technology department.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:
None

POTENTIAL OBJECTIONS: None anticipated

INPUT FROM OTHER SOURCES:
None

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

BUDGET/TIME IMPLICATIONS: The funding for this hardware maintenance is budgeted the Information Technology operating budget and will be paid from the approved FY2025 city budget.

ATTACHMENTS:
1. NetApp Hardware Maintenance Resolution

2. NetApp Hardware Maintenance Quote

RESOLUTION NO. R_____

RESOLUTION APPROVING EXPENDITURE OF CITY FUNDS TO RENEW HARDWARE MAINTENANCE FOR THE NETAPP DATA STORAGE ARRAYS WITH PRESIDIO NETWORKED SOULUTIONS GROUP

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

Section 1. That the Price Quote presented to the City Council herewith from Presidio Networked Solutions Group for NetApp Data Storage Array Maintenance, be, and it is hereby, received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized to enter into a maintenance renewal with Presidio Networked Solutions Group for annual NetApp Data Storage Array Hardware Maintenance with an overall total cost not to exceed $24,035.68.

PRESENTED and ADOPTED this 5th day of May 2025.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

PRESIDIO

QUOTE: 2003524102863-01

DATE: 04/18/2025

TO:
City of Decatur IL
James Edwards
1 Gary K Anderson Plaza - 3rd Floor
Decatur, IL 62523

jedwards@decaturil.gov
(p) .
(f) (217) 450-2284

FROM:
Presidio Networked Solutions Group, LLC
Tadd Gerst
225 West Washington
Suite 1450
Chicago, IL 60606

tgerst@presidio.com
(p) +1.309.306.7833

BILL TO:
City of Decatur IL
Accounts Payable
1 Gary K Anderson Plaza
Decatur, IL 62523

accountspayable@decaturil.gov
(p) 217-424-2707

SHIP TO:
City of Decatur
James Edwards
1 Gary K Anderson Plaza
Decatur, IL 62523

jedwards@decaturil.gov
(p) .

Customer#: CITYO522
Account Manager: Tadd Gerst
Inside Sales Rep: Amy Peterson
Title: COD - 2025 NetApp Budgetary Renewal
Contract Vehicle: *Open Market

#	Part #	Description	Unit Price	Qty	Ext Price
1	CS-WARRANTY-EXTENSION	Warranty Extension **Start Date:** 05/01/2025 **End Date:** 04/30/2026 **Serial #s:** 721824500090	$2,532.15	1	$2,532.15
2	CS-O2-4HR	SupportEdge Premium 4hr Onsite **Start Date:** 05/01/2025 **End Date:** 04/30/2026 **Serial #s:** 721824500090	$2,346.11	1	$2,346.11
3	CS-WARRANTY-EXTENSION	Warranty Extension **Start Date:** 05/01/2025 **End Date:** 04/30/2026 **Serial #s:** 722038500033	$10,097.20	1	$10,097.20
4	CS-O2-4HR	SupportEdge Premium 4hr Onsite **Start Date:** 05/01/2025 **End Date:** 04/30/2026 **Serial #s:** 722038500033	$9,060.22	1	$9,060.22

Sub Total:	**$24,035.68**
Grand Total:	**$24,035.68**

Presidio Terms of Sale
Subject to these terms, quotations are valid for 30 days unless otherwise agreed by Presidio. Payment is due within 30 days from date of invoice unless otherwise agreed by the parties. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. Supply is subject to availability.
Acceptance of Third-Party Terms
Third-party cloud services, software, support and maintenance provided or resold by Presidio may be subject to additional third-party license and use terms. These terms may be included in a direct end user license agreement between you and the applicable OEM/developer/provider (each, a "Supplier") or they may be located at https://www.presidio.com/supplier-terms and incorporated herein by reference. By virtue of executing a purchase based on this quotation Client agrees to comply with and be bound by any such Supplier terms, except as prohibited by applicable law.
Master Agreements
If Presidio and Client have entered into a "Master" agreement ("Master") or similar contract covering the purchase(s) of goods and/or 3rd-party or Presidio-provided services, it is the agreement of the parties that the Master shall govern in the event of a conflict between the Master and the terms contained herein unless specifically modified by the parties for a specific quote.
Pricing
• Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax-exempt certificate is provided.
• The price quoted reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
• Prices exclude freight, handling or insurance (unless itemized in the quote).

• Presidio reserves the right to update any existing customer quote to reflect updated pricing in the event any Presidio vendors change the price that Presidio must pay for any software, goods or services resold, whether due to new taxes, tariffs or for any other governmentally imposed reason.

Invoicing

• CLIENT is invoiced for hardware ("Goods") upon shipment from the manufacturer ("OEM") and shall accept and pay for partial shipments. Software is invoiced the earlier of shipment of media or when download capability is provided. OEM subscription services are invoiced per the Service Provider terms. OEM – provided services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.

• Usage-Based Services Terms and Conditions. Presidio shall invoice CLIENT monthly for Usage-Based Services purchased by CLIENT, Notwithstanding the amounts included on the applicable purchase order, invoicing for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the preceding month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.

• Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's late or non-payment.

Freight, Handling, Shipping

• CLIENT will be invoiced for Presidio's and/or the OEM's freight charges for shipment of goods.

• Title/Risk of loss passes to CLIENT Freight on Board (FOB) - Origin unless otherwise agreed to in writing by Presidio. Orders shipped from OEM to Presidio or a third-party site at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.

• Presidio accepts no responsibility / liability in connection with the shipment.

• Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.

Warranty and Limitation of Liability

• PRODUCT IS WARRANTED BY THE MANUFACTURER, NOT BY PRESIDIO. PLEASE CONSULT MANUFACTURER FOR WARRANTY TERMS. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

• CLIENTS return rights are subject to the return policies of the applicable OEM which may include the imposition of fees.

Cancellation Policy

• CLIENT's cancellation of purchase orders is subject to the cancellation policies of the applicable OEM which may include the imposition of fees.

Leases

• In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

• Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use of Software..

• Delivery of software licenses may be accomplished electronically from the software developer.

• Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically.

Term and Termination of Orders: Subscription and/or Usage-Based Services, Enterprise Agreements and Multi-Year Orders

• The "Initial Term" of an order for Usage-Based Services and/or and Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and continues for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the Renewal Term.

• Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

• For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

Confidential Information

• CLIENT agrees that any quote provided by Presidio is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose.

Export Law Compliance

• CLIENT has been advised that any hardware or software provided to CLIENT via a Presidio quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____