



Monday, September 15, 2025
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

1. Approval of Minutes of September 2, 2025 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Authorizing Property and Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2025 to October 1, 2026
2. Resolution Authorizing Property Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2025 to October 1, 2026
3. Resolution Authorizing Equipment Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2025 to October 1, 2026
4. Resolution Authorizing Crime Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2025 to October 1, 2026
5. Resolution Authorizing Excess Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2025 to October 1, 2026
6. Resolution Authorizing Auto Inland Marine Lot Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2025 to October 1, 2026

7. Resolution Authorizing Cyber Liability Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2025 to October 1, 2026
8. Resolution Authorizing Crisis Protection Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2025 to October 1, 2026
9. Resolution Authorizing Excess Workers Compensation Insurance Coverage for the City of Decatur, Illinois for the Policy Period October 1, 2025 to October 1, 2026
10. Resolution Accepting and Executing the Agreement between City of Decatur, Illinois and Love Learning and Laughter Daycare
11. City Manager Update
12. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Ordinance Rezoning Property 200 Block of West Mound Road from R-3 Single Family Residence District to B-2 Commercial District
 - B. Ordinance Rezoning Property at 280 W North from B-2 Commercial District to R-6 Multiple Dwelling District
 - C. Resolution Waiving all City Permit Fees for Development within Millikin Corridor
 - D. Resolution Accepting the Bid and Authorizing the Execution of an Agreement with Precision Pro LLC for the Residential Exterior Improvements at 924 W. Wood St.
 - E. Resolution Accepting the Bid and Authorizing the Execution of an Agreement with Precision Pro LLC for the Residential Exterior Improvements at 2164 N. Water St.
 - F. Resolution Accepting the Bid and Authorizing the Execution of an Agreement with Precision Pro LLC for the Residential Exterior Improvements at 817 W. Macon St.
 - G. Resolution Accepting the Bid and Authorizing the Execution of an Agreement with Precision Pro LLC for the Residential Exterior Improvements at 2275 N. Main St.
 - H. Resolution Accepting the Bid and Authorizing the Execution of an Agreement with Precision Pro LLC for the Residential Exterior Improvements at 536 E. Grand Ave.
 - I. Resolution Accepting the Bid and Authorizing the Execution of an Agreement with Precision Pro LLC for the Residential Exterior Improvements at 1043 W. Wood St.
 - J. Resolution Accepting the Bid and Authorizing the Execution of an Agreement with Precision Pro LLC for the Residential Exterior Improvements at 1946 N. Martin Luther King Jr. Dr.

- K. Resolution Accepting the Bid and Authorizing the Execution of an Agreement with Precision Pro LLC for the Residential Exterior Improvements at 1037 W. Wood St.
- L. Resolution Accepting the Bid and Authorizing the Execution of an Agreement with Precision Pro LLC for the Residential Exterior Improvements at 429 S. Oakland Ave.
- M. Resolution Accepting the Bid and Authorizing the Execution of an Agreement with Precision Pro LLC for the Residential Exterior Improvements at 1630 N Martin Luther King Jr. Dr.
- N. Resolution Accepting the Bid and Authorizing the Execution of an Agreement with Precision Pro LLC for the Residential Exterior Improvements at 2270 N. Main St.
- O. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 942 N. Main St.
- P. Resolution Receiving and Filing the 2024 Official Zoning Map
- Q. Ordinance Amending City Code Chapter 52 - Alcoholic Liquor
- R. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way - 100 Block of East Prairie Avenue and 100 Block of North Merchant Street - Decatur Area Arts Council - Downtown Decatur Fall Family Festival
- S. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way - 100 Block of North Merchant Street - Northeast Community Fund - Farm to Fund
- T. Ordinance Annexing Territory 3061 South Wheatland Road
- U. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Cothren's Custom Hardscapes, for the 2025 Lake Decatur Staley Basin Improvements – Staley Boat Ramp, City Project 2025-17
- V. Resolution Authorizing an Agreement with the Illinois Department of Commerce and Economic Opportunity for a Site Readiness Planning Grant for the Northeast Water Main Extension
- W. Resolution Authorizing a Professional Engineering Services Agreement with Clark Dietz, Inc. to Provide Final Design Engineering Services for the Northeast Water Main Extension, City Project 2025-13
- X. Resolution Authorizing Payment to the Macon County Law Enforcement Training Center for New Police Officer Recruit Training (Recruit Class 25-26)
- Y. Resolution Authorizing an Agreement with MGT Impact Solutions, LLC for Finance Director
- Z. Ordinance Approving Appointment - City Treasurer

VI. Other Business

VII. Adjournment

1. Monthly Reports, August 2025

CITY COUNCIL MINUTES
Tuesday, September 2, 2025

On Tuesday, September 2, 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 Lisa Gregory, Consuelo Cruz, Pat McDaniel, David Horn, Ed Culp and Dennis Cooper. Mayor Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Proclamations and Recognitions.

Ms. Jennifer Ellis presented a proclamation proclaiming September 13, 2025, as official Pride Day and Pride Fest Celebration 2025 in Decatur.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Bruce Bullamore and Tony Stepney.

Council members responded to citizens' comments.

Mayor Moore Wolfe called for approval of the minutes.

The minutes of August 18, 2025, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Culp and on call of the roll, Council members Lisa Gregory, Consuelo Cruz, Pat McDaniel, David Horn, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. 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, provided opening comments for the 2024 audit report presentation and introduced Chad Lucas, Principal with Sikich LLP.

Mr. Lucas presented the 2024 audit reports and answered questions from Council members.

R2025-246 Resolution Authorizing a Professional Engineering Services Agreement with Intera Incorporated, to Provide Engineering Services for the Harristown Vulcan Reservoir, City

Project 2024-03, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman McDaniel.

City Manager Gleason gave a brief overview of the Resolution.

Mr. Matt Newell, Public Works Director, answered questions from Council members regarding Decatur's water supply.

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

R2025-247 Resolution Authorizing Purchase of OpenGov Inc. Permitting and Licensing Code Enforcement Software Module, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Mr. Jim Edwards, Director of IT, provided an overview of the Resolution.

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

City Manager Gleason presented the City Manager Update. New hires: Amaris Joyner, Utility Customer Service, Kevin Jackson, Equipment Operator, Braiden Abbott, Gage Bivona, Chase Eller, Nicolas Girard, Virgil Kuncie, Tyler Nichols, Timothy Pearson and Devin Top, Police Patrol Officers. Retirement: Tim Rich, Plumbing Code Inspector. City Manager Gleason spoke about the launch of Decatur Moves Microtransit, set to begin on September 8, 2025, and highlighted the upcoming WSOY annual community food drive. He also discussed the economic impact of the Farm Progress show.

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through C. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. Councilman Horn requested to remove Item B. from the Consent Agenda Calendar. The Clerk read Items A. and C.:

Item A. R2025-248 Resolution to Appropriate Motor Fuel Tax Funds for Local Public Agency General Maintenance

Item C. R2025-249 Resolution Authorizing Renewal of Tyler Technologies, Inc. Maintenance and Support for Court Case Management Suite

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

2025-64 Ordinance Enacting Territory to Enterprise Zone and Approving the Amendment of the Enacting Ordinance and Intergovernmental Agreement 1645 N State Highway 121, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Ms. Lacie Elzy, Director of Economic and Community Development answered questions from Councilman Horn about the expected development and economic incentives.

Councilman Horn made a motion to table the Ordinance until finding out the purpose of the property, seconded by Councilman Cooper.

Upon call of the roll, Council members Consuelo Cruz, David Horn and Dennis Cooper voted aye. Council members Lisa Gregory, Pat McDaniel and Ed Culp voted nay. Mayor Julie Moore Wolfe abstained from the vote. Mayor Moore Wolfe declared the motion failed.

Council members continued their discussion on the enterprise zone amendment.

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

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

Councilman McDaniel addressed the issue of traffic enforcement on West Main Street. Councilman Culp expressed his condolences for the tragic loss of the three-year-old in a recent house fire and extended his thoughts to the first responders involved.

City Manager Gleason responded to Councilman Cooper's inquiry about opportunities for citizens to discuss garbage service and to propose potential changes.

Councilman Culp exited the Council meeting at 6:20 p.m.

There being no Other Business, Mayor Moore Wolfe called adjournment.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:22 p.m.

Approved _____
Kim Althoff
City Clerk

COUNCIL MEMO
Finance Department
No 2025-8

DATE: September 15, 2025

TO: Honorable Mayor Moore Wolfe and
City Council

FROM: Tim Gleason, City Manager
Gregg Zientara, Interim Finance Director
Brian Hastings, Risk Manager

**SUBJECT: Items 1 through 9 Risk Management Property, Liability, Workers
Compensation for the City with Policy Year Starting October 1, 2025
through October 1, 2026**

SUMMARY RECOMMENDATION

City Administration recommends City Council approval of the attached resolutions authorizing insurance coverage for property and casualty, liability, cyber, and workers compensation for the period October 1, 2025 through October 1, 2026.

BACKGROUND

Property and liability insurance was not as volatile this year as in past years although costs are always increasing in the insurance industry. A.J. Gallagher reviewed the market and obtained the best pricing for the type of insurance the City is seeking. At times changing insurance providers can provide the lowest pricing, but if there are no significant changes in the coverage needed, then staying with the current providers can be an advantage in some years.

Auto accident insurance is covered under property and liability insurance. Auto inland marine insurance covers all City vehicles and equipment when they are parked in the lot and not in use. The insurance industry draws a distinction between coverage for when vehicles are in use and not in use. MV Transit is responsible for vehicle insurance when the transit vehicles and buses are in use.

Upon council approval, the City will bind coverage as recommended in this material. The material presented to Council will, if approved, provide suitable and appropriate risk management with not to exceed level of coverage.

The City has an insurance broker and advisory arrangement with Arthur J. Gallagher Risk Management Services, through their Decatur office. Under this arrangement, Arthur J. Gallagher provides broker services including the shopping for insurance offerings and pricing, advisory services including evaluation and recommendation of coverage levels and insurance products, advisory services in all risk management matters, and loss mitigation services. This specific

arrangement has been in place since 2014 and further includes a broker / advisor relationship with AJ Gallagher and its predecessors approaching 30+ years.

Existing Coverage – The City’s expiring insurance program includes:

Property insurance – coverage limit of **\$200 million** per occurrence with a **\$50,000** SIR or deductible,
 Auto physical damage insurance – coverage limit of **\$19.7 million** with a **\$100,000** SIR or deductible.
 Liability insurance – coverage limit of **\$15 million** per occurrence with a **\$250,000** SIR or deductible,
 Business auto liability – coverage limit **\$5 million** per accident with a **\$250,000** SIR or deductible,
 Workers Compensation insurance – coverage limit of **\$3 million** with a **\$300,000** SIR or deductible,
 Equipment breakdown insurance – coverage limit of **\$100 million** with a **\$5,000** SIR or deductible,
 Crime insurance – coverage limit **\$2 million** per loss with a **\$5,000** SIR or deductible,
 Cyber liability insurance – coverage limit of **\$5 million** per occurrence with a **\$50,000** SIR or deductible.
 Crisis protection insurance – coverage limit of **\$1 million** per occurrence with **\$5,000** SIR or deductible.

Proposed Coverage – The City’s renewed insurance program includes:

Property insurance – coverage limit of **\$200 million** per occurrence with a **\$50,000** SIR or deductible,
 Auto physical damage insurance – coverage limit of **\$65.6 million** with a **\$100,000** SIR or deductible.
 Liability insurance – coverage limit of **\$15 million** per occurrence with a **\$250,000** SIR or deductible,
 Business auto liability – coverage limit **\$5 million** per accident with a **\$250,000** SIR or deductible,
 Workers Compensation insurance – coverage limit of **\$3 million** with a **\$300,000** SIR or deductible,
 Equipment breakdown insurance – coverage limit of **\$100 million** with a **\$5,000** SIR or deductible,
 Crime insurance – coverage limit **\$2 million** per loss with a **\$5,000** SIR or deductible,
 Cyber liability insurance – coverage limit of **\$5 million** per occurrence with a **\$50,000** SIR or deductible.
 Crisis protection insurance – coverage limit of **\$1 million** per occurrence with **\$5,000** SIR or deductible.

Recommendation

City Risk Management hereby requests City Council authorization to proceed forward to bind coverage for the insurance period commencing October 1, 2025, and ending October 1, 2026, including renewal of the coverage as proposed.

Arthur J Gallagher marketed the City’s coverage to multiple insurers to ascertain interest and competitiveness in the marketplace. The renewal proposals received from the expiring carriers offered the most competitive terms and conditions.

Annual premium \$ Coverage:	Prior Price 2023 - 2024	Expiring Price 2024 - 2025	Proposed Price 2025 - 2026	% Change vs expiring
Property & liability	331,443.00	378,858.00	395,000.00	4.26%
Property	252,361.00	274,934.00	300,000.00	9.12%
Equipment	28,455.00	30,703.00	30,968.00	0.86%
Crime	9,175.00	8,976.00	8,976.00	0.00%
Excess liability	388,763.00	467,000.00	472,398.00	3.50%
Auto Inland Marine *	61,115.00	89,653.00	230,000.00	156.54%
Cyber liability	102,713.00	108,941.00	108,967.00	.02%
Crisis protection	55,695.00	57,853.00	59,815.05	3.39%
Worker’s compensation	213,540.00	229,508.00	228,941.00	-0.26%

AJG Service Fee	<u>67,000</u>	<u>67,000</u>	<u>67,000</u>	0%
Total Coverage	1,510,260	1,677,927	1,902,065.05	12.42%

Note: Figures in **red** represent insurance that is still in negotiations. Companies requested additional information and will issue a final quote once they review the City's policies and data.

* Changing auto coverage from book value to replacement value for the entire fleet and equipment owned by the City causes the largest increase in insurance costs for the coming year. On the second line of coverage limits above, the City is moving the auto physical damage insurance coverage from book value of \$19.7 million in the existing coverage to \$65.6 million in the proposed coverage. The best example of the changing costs for City equipment is the three fire engines that were ordered two years ago cost approximately \$833,000 each and now cost \$2 million each to purchase. This brings the \$140,347 increase in Auto Inland Marine insurance into perspective. Book value for a totaled vehicle will not provide the funds needed to purchase a replacement vehicle for the type of the equipment that the City owns.

POTENTIAL OBJECTIONS

None

INPUT FROM OTHER SOURCES

Ted Miller & Cary Peters, Arthur J. Gallagher Risk Management Service, Inc.

STAFF REFERENCE

Tim Gleason, City Manager
 Ruby James, Previous CFO & City Treasurer
 Brian Hastings, Risk Manager

BUDGET/TIME IMPLICATIONS

Insurance coverage will commence effective October 1, 2025.

RESOLUTION NO. R2025 - _____

**RESOLUTION AUTHORIZING PROPERTY AND LIABILITY INSURANCE
COVERAGE FOR THE CITY OF DECATUR, ILLINOIS
FOR THE POLICY PERIOD OCTOBER 1, 2025 TO OCTOBER 1, 2026**

WHEREAS, the City of Decatur current business insurance coverage shall expire October 1, 2025, and,

WHEREAS, the City of Decatur is in need of property and liability insurance coverage for the period October 1, 2025 through October 1, 2026; and

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. has secured quotes on the City's behalf for property and liability insurance for the period October 1, 2025 through October 1, 2026; and,

WHEREAS, Underwriters at Princeton have submitted a quote to provide property, general liability, employee benefits liability, errors and omissions liability, employment practice liability, sexual harassment liability, sexual abuse liability, law enforcement liability, automobile liability, in an amount not to exceed \$395,000.00.

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

Section 1. That the quote of Underwriters at Princeton to supply property, general liability, employee benefits liability, errors and omissions liability, employment practice liability, sexual harassment liability, sexual abuse liability, law enforcement liability, automobile liability, in an amount not to exceed \$395,000.00 to the City of Decatur be, and the same is hereby, accepted and approved.

Section 2. That the City Manager be and is hereby authorized to direct Risk Management to execute the Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services for the afore-mentioned service in accordance with the quotes as submitted by said companies.

PRESENTED AND ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

RESOLUTION NO. R2025 - _____

**RESOLUTION AUTHORIZING PROPERTY INSURANCE COVERAGE FOR THE
CITY OF DECATUR, ILLINOIS
FOR THE POLICY PERIOD OCTOBER 1, 2025 TO OCTOBER 1, 2026**

WHEREAS, the City of Decatur current business insurance coverage shall expire October 1, 2025,
and,

WHEREAS, the City of Decatur is in need of property insurance coverage for the period October
1, 2025 through October 1, 2026; and

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. has secured quotes on the City's
behalf for property insurance for the period October 1, 2025 through October 1, 2026,

WHEREAS, Underwriters at Chubb have submitted a quote to provide property insurance in an
amount not to exceed \$300,000.00.

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

Section 1. That the quote of Underwriters at Chubb to supply property insurance in an amount not
to exceed \$300,000.00 to the City of Decatur be, and the same is hereby, accepted and approved.

Section 2. That the City Manager be and is hereby authorized to direct Risk Management to
execute the Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services
for the afore-mentioned service in accordance with the quotes as submitted by said companies.

PRESENTED AND ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

RESOLUTION NO. R2025 - _____

**RESOLUTION AUTHORIZING EQUIPMENT INSURANCE COVERAGE FOR THE
CITY OF DECATUR, ILLINOIS
FOR THE POLICY PERIOD OCTOBER 1, 2025 TO OCTOBER 1, 2026**

WHEREAS, the City of Decatur current business insurance coverage shall expire October 1, 2025, and,

WHEREAS, the City of Decatur is in need of equipment insurance coverage for the period October 1, 2025 through October 1, 2026; and

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. has secured a quote from Federal Insurance Company and requested a quote from Hanover Insurance Company on the City's behalf for equipment insurance for the period October 1, 2025 through October 1, 2026,

WHEREAS, Underwriters at CHUBB have submitted a quote to provide mobile equipment insurance in an amount not to exceed \$5,968.00 and Hanover Insurance Company has submitted a quote to provide equipment breakdown insurance in an amount not to exceed \$25,000.00.

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

Section 1. That the quote of Underwriters at CHUBB to supply mobile equipment insurance in an amount not to exceed \$5,968.00 and Hanover Insurance Company to supply equipment breakdown insurance in an amount not to exceed \$25,000.00 to the City of Decatur be, and the same is hereby, accepted and approved.

Section 2. That the City Manager be, and is hereby authorized to direct Risk Management to execute the Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services for the afore-mentioned service in accordance with the quotes as submitted by said companies.

PRESENTED AND ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

RESOLUTION NO. R2025 - _____

**RESOLUTION AUTHORIZING CRIME LIABILITY INSURANCE COVERAGE FOR
THE CITY OF DECATUR, ILLINOIS
FOR THE POLICY PERIOD OCTOBER 1, 2025 TO OCTOBER 1, 2026**

WHEREAS, the City of Decatur current business insurance coverage shall expire October 1, 2025, and,

WHEREAS, the City of Decatur is in need of crime liability insurance coverage for the period October 1, 2025 through October 1, 2026; and

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. has secured quotes on the City's behalf for crime liability insurance for the period October 1, 2025 through October 1, 2026,

WHEREAS, Underwriters at AIG & Hiscox have submitted a quote to provide two million of crime liability insurance in an amount not to exceed \$8,976.00.

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

Section 1. That the quote of Underwriters at AIG & Hiscox to supply two million of crime liability insurance in an amount not to exceed \$8,976.00 to the City of Decatur be, and the same is hereby, accepted and approved.

Section 2. That the City Manager be, and is hereby authorized to direct Risk Management to execute the Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services for the afore-mentioned service in accordance with the quotes as submitted by said companies.

PRESENTED AND ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

RESOLUTION NO. R2025 - _____

**RESOLUTION AUTHORIZING EXCESS LIABILITY INSURANCE COVERAGE FOR
THE CITY OF DECATUR, ILLINOIS
FOR THE POLICY PERIOD OCTOBER 1, 2025 TO OCTOBER 1, 2026**

WHEREAS, the City of Decatur current business insurance coverage shall expire October 1, 2025, and,

WHEREAS, the City of Decatur is in need of excess liability insurance coverage for the period October 1, 2025 through October 1, 2026; and

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. has requested quotes on the City's behalf for excess liability insurance for the period October 1, 2025 through October 1, 2026; and,

WHEREAS, Underwriters at Starstone Insurance Company have submitted a quote to supply five million excess liability insurance in an amount not to exceed \$189,200.00, and General Star Indemnity has submitted a quote to supply five million excess liability insurance in an amount not to exceed \$276,500.00

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

Section 1. That the quote of Starstone Insurance Company to supply five million excess liability insurance in an amount not to exceed \$189,200.00, and General Star Indemnity to supply five million excess liability insurance in an amount not to exceed \$276,500.00 to the City of Decatur be, and the same is hereby, accepted and approved.

Section 2. That the City Manager be, and is hereby authorized to direct Risk Management to execute the Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services for the afore-mentioned service in accordance with the quotes as submitted by said companies.

PRESENTED AND ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

RESOLUTION NO. R2025 - _____

**RESOLUTION AUTHORIZING AUTO INLAND MARINE LOT
INSURANCE COVERAGE FOR THE CITY OF DECATUR, ILLINOIS
FOR THE POLICY PERIOD OCTOBER 1, 2025 TO OCTOBER 1, 2026**

WHEREAS, the City of Decatur current business insurance coverage shall expire October 1, 2025, and,

WHEREAS, the City of Decatur is in need of auto inland marine insurance coverage for the period October 1, 2025 through October 1, 2026; and

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. has requested quotes on the City's behalf for auto inland marine insurance for the period October 1, 2025 through October 1, 2026; and,

WHEREAS, Underwriters at Hanover Insurance Company have submitted a quote to supply auto inland marine insurance in an amount not to exceed \$230,000.00.

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

Section 1. That the quote of Underwriters at Hanover Insurance Company to supply auto inland marine insurance in an amount not to exceed \$230,000.00 to the City of Decatur be, and the same is hereby, accepted and approved.

Section 2. That the City Manager be, and is hereby authorized to direct Risk Management to execute the Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services for the afore-mentioned service in accordance with the quotes as submitted by said companies.

PRESENTED AND ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

RESOLUTION NO. R2025 - _____

**RESOLUTION AUTHORIZING CYBER LIABILITY INSURANCE COVERAGE FOR
THE CITY OF DECATUR, ILLINOIS
FOR THE POLICY PERIOD OCTOBER 1, 2025 TO OCTOBER 1, 2026**

WHEREAS, the City of Decatur current business insurance coverage shall expire October 1, 2025, and,

WHEREAS, the City of Decatur is in need of cyber liability insurance coverage for the period October 1, 2025 through October 1, 2026; and

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. has secured quotes on the City's behalf for cyber liability insurance for the period October 1, 2025 through October 1, 2026,

WHEREAS, Underwriters at Cowbell have submitted a quote to provide five million of cyber liability insurance in an amount not to exceed \$108,967.00.

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

Section 1. That the quote of Underwriters at Cowbell to supply five million of cyber liability insurance in an amount not to exceed \$108,967.00 to the City of Decatur be, and the same is hereby, accepted and approved.

Section 2. That the City Manager be, and is hereby authorized to direct Risk Management to execute the Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services for the afore-mentioned service in accordance with the quotes as submitted by said companies.

PRESENTED AND ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

RESOLUTION NO. R2025 - _____

**RESOLUTION AUTHORIZING CRISIS PROTECTION INSURANCE COVERAGE
FOR THE CITY OF DECATUR, ILLINOIS
FOR THE POLICY PERIOD OCTOBER 1, 2025 TO OCTOBER 1, 2026**

WHEREAS, the City of Decatur current business insurance coverage shall expire October 1, 2025, and,

WHEREAS, the City of Decatur is in need of crisis protection insurance coverage for the period October 1, 2025 through October 1, 2026; and

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. has requested quotes on the City's behalf for crisis protection insurance for the period October 1, 2025 through October 1, 2026; and,

WHEREAS, Underwriters at Lloyd's of London have submitted a quote to supply crisis protection insurance in an amount not to exceed \$59,815.05.

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

Section 1. That the quote of Underwriters at Lloyd's of London to supply crisis protection insurance in an amount not to exceed \$59,815.05 to the City of Decatur be, and the same is hereby, accepted and approved.

Section 2. That the City Manager be, and is hereby authorized to direct Risk Management to execute the Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services for the afore-mentioned service in accordance with the quotes as submitted by said companies.

PRESENTED AND ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

RESOLUTION NO. R2025 - _____

**RESOLUTION AUTHORIZING EXCESS WORKERS COMPENSATION
INSURANCE COVERAGE FOR THE CITY OF DECATUR, ILLINOIS
FOR THE POLICY PERIOD OCTOBER 1, 2025 TO OCTOBER 1, 2026**

WHEREAS, the City of Decatur current business insurance coverage shall expire October 1, 2025, and,

WHEREAS, the City of Decatur is in need of excess workers compensation insurance coverage for the period October 1, 2025, through October 1, 2026; and

WHEREAS, Arthur J. Gallagher Risk Management Services, Inc. has secured quotes on the City's behalf for excess workers compensation insurance for the period October 1, 2025, through October 1, 2026; and,

WHEREAS, Illinois Public Risk Fund has submitted a quote to supply excess workers compensation insurance in an amount not to exceed \$228,941.00.

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

Section 1. That the quote of Underwriters at Illinois Public Risk Fund to supply excess workers compensation insurance in an amount not to exceed \$228,941.00 to the City of Decatur be, and the same is hereby, accepted and approved.

Section 2. That the City Manager be, and is hereby authorized to direct Risk Management to execute the Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services for the afore-mentioned service in accordance with the quotes as submitted by said companies.

PRESENTED AND ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff
City Clerk

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

Memo No. 2025-

September 15, 2025

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Resolution Accepting and Executing the Agreement between City of Decatur, Illinois and Love Learning and Laughter Daycare.

RECOMMENDATION: City Staff recommends that Council approve and execute the attached Agreement with Love Learning and Laughter Daycare (LLLD). Approval of this Agreement will allow the project to be completed, secure a long-term childcare provider in a critical location, and will protect the City's previous financial investment.

BACKGROUND: City Council has previously approved Resolution R2023-51, R2024-256/257/258/259/260 related to the City's investment in converting the former Wee Folk Inc. Building (1170 Orchard) into a licensed childcare facility.

Over the last two years, the City has worked to close the gap in childcare availability in Decatur. The former Wee Folk Inc. site, located in the urban core and within walking distance of Hope Academy and the Boys & Girls Club, is an ideal location for this purpose. LLLD, led by Ms. Cherri Johnson, is a proven childcare operator who will expand services by relocating to this facility.

The City has already invested \$1.2 million in repairs, updates, and maintenance at the former Wee Folk Inc facility. An additional \$550,000 is required to complete the work necessary under City Building Codes and secure a Certificate of Occupancy. This will make the facility ready for operation from the City's perspective; LLLD will then be responsible for completing any additional work needed to obtain State licensing and open as a childcare provider.

The attached Agreement safeguards the City's investment with clear accountability measures, including claw backs and reversionary rights. Key terms include:

1. City investment at maximum of \$550,000 to complete repairs required for occupancy (Exhibit A).
2. If costs exceed \$550,000, LLLD can proceed and pay the additional amount necessary to make the repairs or terminate the Agreement.
3. Upon completion of the City's scope of work, the City will deed the property to LLLD within 30 days.

4. LLLD will have two years from date of deed transfer to complete additional repairs (Exhibit B).
5. LLLD must obtain all DCFS licenses within two years of date of deed transfer.
6. LLLD must open and operate a licensed childcare facility for at least one eight-hour shift, 51 weeks per year, within two years of date of deed transfer.
7. Between years one and five of operation, if LLLD fails to open and/or ceases operation, the property will be deeded back to the City.
8. Between years five and seven of operation, if LLLD ceases operations, the City will have the first right to purchase the property at fair market value.

POTENTIAL OBJECTIONS: None anticipated.

STAFF REFERENCE: Should the City Council have any questions, they may contact Lacie Elzy, at 217-542-3559 or Lelzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: Approval of the Resolution and Agreement will allow for staff to obtain bids for the remaining work.

RESOLUTION NO. 2025_____

**RESOLUTION AUTHORIZING AGREEMENT WITH LOVE LEARNING AND
LAUGHTER DAYCARE**

WHEREAS, the City of Decatur, Illinois is an Illinois municipal corporation as set forth in the Illinois Municipal Code; and,

WHEREAS, the City is an Illinois home rule community authorized to purchase, sale and otherwise engage in real estate exchanges; and,

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

WHEREAS, the City owns the property and building located at 1170 Orchard Street, Decatur, Illinois (“Property”) formerly known and operating as Wee Folks which was used as a childcare facility; and,

WHEREAS, the City has determined that additional childcare options are needed in the urban core based on a workforce development systems assessment, strategy, and implementation roadmap; and,

WHEREAS, utilizing CDBG-CV funds for the purchase and renovation of structures to be used in the operation of childcare is an allowable use of the funds; and,

WHEREAS, the Property is in need of repairs and renovations in order to be utilized as a licensed daycare in the State of Illinois; and,

WHEREAS, Love Learning and Laughter Daycare, an Illinois limited liability company (“LLLD”) has been a State of Illinois Licensed childcare provider since January 24, 2019 ; and,

WHEREAS, the City desires to assist LLLD in providing childcare services by providing a building for such childcare; and,

WHEREAS, the City desires to transfer the Property to LLLD and LLLD desires to accept the transfer of the Property under the terms and conditions as set forth in an Agreement.

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

Section 1. That the Agreement attached hereto and marked Exhibit A between the City of Decatur, Illinois and LLLD, Inc, shall be executed and approved.

Section 2. That the City is authorized to transfer the properties identified and set forth in Ex. A as per the terms and conditions set forth in the Real Estate Purchase Agreement.

Section 3. That the City Manager or his designee be, and they are hereby authorized and directed to sign, seal and attest any necessary instruments and documents on behalf of the City.

PRESENTED AND ADOPTED this 15th day of September, 2025.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

**AGREEMENT BETWEEN CITY OF DECATUR, ILLINOIS
AND LOVE LEARNING AND LAUGHTER DAYCARE**

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City") and Love Learning and Laughter Daycare, an Illinois limited liability company ("LLLD"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

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

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

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

WHEREAS, the City has determined that additional childcare options are needed in the urban core based on a workforce development systems assessment, strategy, and implementation roadmap; and,

WHEREAS, LLLD has been a State of Illinois Licensed childcare provider since January 24, 2019; and,

WHEREAS, the City wishes to assist LLLD in providing childcare services by providing a building for such childcare; and,

WHEREAS, the City owns the property and facility located at 1170 Orchard Street, Decatur, IL, ("Property") formerly known and operating as Wee Folks which was a childcare facility; and,

WHEREAS, the City desires to transfer the Property to LLLD and LLLD desires to purchase the Property under the terms and conditions as set forth in this Agreement.

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

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

Section 2. That upon the City making as many repairs as possible with a maximum cost to the City of Five Hundred Fifty Thousand Dollars (\$550,000), set forth in Ex. A, attached hereto and incorporated by reference, the City agrees to sell, and LLLD agrees to purchase at the price of Ten Dollars (\$10.00) the Property situated in Decatur, Macon County, Illinois and legally described as follows:

ADDRESS:1170 Orchard St.

LEGAL DESCRIPTION:

Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19) and that part of Lot Twenty (20) lying West of Jasper St. in Block Eighteen (18) of Carver's Addition to the City, of Decatur as per Plat recorded in Book T on Page 238 of the Records in the Recorder's Office of Macon County, Illinois. (Except coal and other minerals underlying the surface of said land and all rights and easements in favor of the Estate of said coal and other minerals). Situated in Macon County, Illinois.

The parties agree and acknowledge that in the event the cost of repairs to the City as set forth in Ex. A exceed the maximum amount set forth in this section, LLLD shall have the option to proceed and pay the additional amount necessary to complete the repairs or terminate this Agreement. LLLD must notify the City within sixty (60) days of notice from the City of the cost of repairs exceeding the maximum amount of its decision to proceed or to terminate this Agreement or the Agreement will be terminated without penalty to either party.

Section 3. LLLD may employ at its sole cost, a licensed building inspector following completion of the repairs as set forth above for purposes of inspecting the repairs for compliance with City codes. The entire cost of said inspection shall be the responsibility of and paid for by LLLD. If City fails to make the repairs as set forth above in accordance with City codes and pass inspection by a licensed building inspector prior to August 1, 2026, LLLD shall have the right to immediately terminate this Agreement by providing written notice to City.

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

Section 5. LLLD shall pay City the purchase price at the time of closing. Said closing shall occur within thirty (30) days following completion of the repairs set forth in Ex. A by the City ("Closing Date"). The closing fees for Settlement shall be paid by LLLD.

Section 6. At Settlement, City shall deliver to LLLD a quitclaim deed to the Property being acquired with a deed restriction as set forth below in Section 14, and subject only to those matters to which the title may be subject as provided above and conveying the benefits of all easements of record prior to the execution of this Agreement, if any. LLLD agrees to pay for the transfer tax stamps, if any applicable, and real estate transfer declaration form and any environmental disclosure requirement documents. LLLD agrees to pay for the cost of recording with the Recorder of Deeds any of the documents necessary to complete the transfer of ownership.

Section 7. LLLD shall be responsible for all Real Estate Taxes accruing subsequent to Closing Date.

Section 8. LLLD shall be entitled to possession of the Property immediately after Closing Date.

Section 9. As an express condition of this Agreement and in consideration of the City entering into this Agreement, LLLD must do each of the following no later than two (2) years following Closing Date ("Opening Date"):

- A. Rehabilitate the Property and make the repairs as set forth in Ex. B attached hereto and incorporated by reference in accordance with all applicable federal, state, and city laws, ordinances, codes and regulations, and
- B. Receive all required licenses and permits from the State of Illinois and any other agencies necessary to operate a licensed childcare facility providing childcare in the State of Illinois at the Property, and
- C. Open and operate a childcare facility providing one (1) eight (8) hour shift allowing for childcare for a minimum of fifty-one weeks every year with staffing and employment as required by and in compliance with applicable rules and regulations of the State Illinois and any other agency's licenses and permits for a minimum of fifty-one weeks every year.
- D. Operate a childcare facility in compliance with this Agreement allowing for childcare for one hundred seventy (170) children no later than one (1) year following the Opening Date.

Section 10. As an express condition of this Agreement and in consideration of the City entering into this Agreement, LLLD must improve the Landscaping on the Property no later than one (1) year following Opening Date.

Section 11. City shall be entitled to inspect the interior and exterior of the Property, upon request, to ensure rehabilitation progress and determine compliance with all applicable federal, state, and city laws, ordinances, codes and regulations prior to the Opening Date.

Section 12. If LLLD fails to comply with any condition set forth in Section 8 or Section 9 above, LLLD will deliver to City a Warranty Deed to the Property upon demand by the City and further agrees to satisfy and indemnify City for any and all liens placed on Property following Closing Date.

Section 13. If LLLD fails to operate a childcare facility providing one (1) eight (8) hour shift allowing for childcare for a minimum of fifty-one weeks every year after the Opening Date until a date three (3) years following Opening Date, LLLD will deliver to City a Warranty Deed to the Property upon demand by the City and further agrees to satisfy and indemnify City for any and all liens placed on Property following Closing Date.

Section 14. If LLLD fails to operate a childcare facility providing one (1) eight (8) hour shift allowing for childcare for one hundred seventy (170) children for a minimum of fifty-one weeks every year after a date three (3) years following Opening Date until a date five (5) years following Opening Date, LLLD will deliver to City a Warranty Deed to the Property upon demand by the City and further agrees to satisfy and indemnify City for any and all liens placed on Property following Closing Date.

Section 15. If LLLD fails to operate a childcare facility providing one (1) eight (8) hour shift allowing for childcare for one hundred seventy (170) children for a minimum of fifty-one weeks every year after a date five (5) years following Opening Date until a date seven (7) years

following Opening Date, LLLD will offer the City the right to purchase the Property at the fair market value of the Property as determined by an appraisal obtained by the City prior to offering the Property for sale to any other person, business or entity. City shall have ninety (90) days to provide LLLD with its intent to purchase Property.

Section 16. The Parties agree that the Property shall be transferred with the following deed restriction which shall be recorded on the deed with the Macon County Recorder of Deeds:

“Grantor conveys the Property to Grantee, for the uses and purposes herein, so long as the Property is used in the manner provided in the following **RESTRICTIONS**:

1. Grantee, and its successors and assigns, (“Grantee”) understands, acknowledges, agrees and accepts the Property is **subject to a deed restriction which requires that Grantee own and operate a State of Illinois licensed childcare facility as further described in a certain Agreement Between City Of Decatur, Illinois And Love Learning And Laughter Daycare previously executed by the parties hereto. A copy of said Agreement is attached hereto as Exhibit A.**”

Section 17. LLLD agrees to carry property and liability insurance and any other insurance required by the City for the life of this agreement.

Section 18. LLLD agrees to provide to the City or its duly authorized representatives, access to any books, documents, papers, and records of Sub-recipient which pertain to the CDBG or CDBG-CV funds provided for the purpose of monitoring, making audits, examinations, and photocopying.

Section 19. LLLD shall be required to maintain all records for the period designated by the City as required by the terms of HUD and any other laws, statutes and other related regulations including, but not limited to, financial records setting forth all disbursements under this Agreement.

Section 20. LLLD agrees to provide the City with any reports which may be required by the City for compliance with HUD, Freedom of Information Act and any other federal or state law, statute, or other regulation.

Section 21. All Notices given or required in this Agreement shall be in writing and delivered in person, or by overnight delivery service with receipt, or deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the address set forth below, or at such other place as a party may designate by written notice to all parties. A Notice shall be deemed given: (i) if personally delivered, on the date delivered; (ii) if by overnight delivery service, on the date delivered to the addressee; and (iii) if by mail, three (3) days after mailing.

To City:

City Manager
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62521

To LLLD:

Cherri Johnson, Owner
Love Learning and Laughter Daycare
2176 W. Ramsey Drive
Decatur, IL 62526

Section 22. This Agreement and the warranties contained herein shall extend and will be binding upon and inure to the benefit of the parties, their executors, administrators, assigns, heirs and successors.

Section 23. Failure of either party to require strict compliance by the other party with any provision of this Agreement on one or more occasions will not constitute a waiver of the right to require strict compliance with the provision on any later occasion.

Section 24. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

Section 25. City and LLLD represent to each other that each has retained and relied or had the opportunity to retain and rely on its own legal counsel, accountants and other professional advisors in connection with the negotiation, execution, and performance of this Agreement and its consequences, including, without limitation, tax consequences. City and LLLD represent to each other that any such professional fees and expenses incurred, in connection with this Agreement and its performance or in any other regard, shall be the sole obligation of that party, and each party shall pay its own expenses related to this Agreement and performance of its respective obligations hereunder.

Section 26. Any modification of this Agreement or additional obligations assumed by either party in connection to this Agreement will be binding only if evidenced in writing and signed by each party.

Section 27. Each provision of this Agreement is separable from the whole. If any portion of this Agreement is determined invalid, that invalidity will not impair the remaining provisions of this Agreement.

Section 28. Nothing herein will grant any right or interest hereunder to any person not specifically identified as a party hereto.

Section 29. This Agreement will constitute the entire understanding and agreement between the parties, and supersedes all prior agreements and any prior understanding or representation of any kind preceding the Effective date, there being NO ORAL REPRESENTATIONS and will not be binding upon either party except to the extent incorporated herein. LLLD represents that LLLD has been advised by the City to consult an attorney prior to signing this Agreement and acknowledges that it has read and understands each and every part of this Agreement.

Section 30. The parties agree that any signed and electronically transmitted copy of this Agreement by the Party shall be binding on the Parties and enforceable as original, such as email, pdf, or facsimile.

Section 31. LLLD is advised to review all easements, government regulations and restrictions before entering into this Agreement and to seek legal advice if assistance is required.

Section 32. LLLD acknowledges LLLD has inspected the Property and is acquainted with the Condition thereof. Subject to LLLD's right to perform an inspection as described in Section 3 above, LLLD accepts the same in AS IS WHERE IS CONDITION, with NO REPRESENTATIONS OR WARRANTIES EITHER WRITTEN OR IMPLIED. LLLD WARRANTS THAT LLLD IS PURCHASING THE PROPERTY ON AN AS IS, WHERE IS BASIS AND ACKNOWLEDGES THAT NEITHER THE CITY NOR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS MADE ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN WHETHER OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OF IMPROVEMENTS, ENVIRONMENTAL CONDITION OF OTHERWISE ANY SUCH WARRANTIES ARE HEREBY DISCLAIMED BY CITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER CITY NOR ANY OF ITS AGENTS, EMPLOYEE, OFFICERS OR DIRECTORS MAKES ANY REPRESENTATION OR WARRANTIES RELATING TO, OR ASSUMES ANY LIABILITY FOR INACCURACIES, ERRORS OR OMISSIONS CONTAINED IN ANY MATERIAL PROVIDED TO LLLD.

Section 33. Notwithstanding anything to the contrary contained herein, City and its agents, employees, and independent contractors shall perform all repairs required by this Agreement in a good and workmanlike manner and pay all costs incurred therefore to prevent mechanic's liens from being recorded against the Property. City further agrees to satisfy and indemnify LLLD for any and all liens placed on Property prior to the Closing Date.

Section 34. By executing this Agreement, LLLD expressly represents and agrees that LLLD is not relying upon any representation, warranty or statement by City, its employees, agents, officers or directors which differs from the disclosures made in this Agreement. LLLD acknowledges that LLLD is not buying any interest in a business or operating entity of any kind by and through this Agreement. LLLD acknowledges that LLLD has not relied upon any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by City or others, including, but not limited to, any relating to the description of the physical condition of the Property, or the dimensions of the Property or any other physical element thereof, the estimated real estate taxes of the Property, the right to any income tax deduction for any real estate taxes or mortgage interest paid by LLLD, or any other data, except as may be specifically represented herein. LLLD has relied on LLLD's own examination and investigation thereof. No person has been authorized to make any representation or warranty on behalf of the City.

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

CITY OF DECATUR, ILLINOIS

LOVE LEARNING AND LAUGHTER DAYCARE

By: _____

By: Cherrie Johnson

Its: _____

Its: Manager

DATE: _____

DATE: 08/15/25

EX. A

CITY WORK AND REPAIRS

To a maximum of \$ 550,000

1. Roof Repairs

Remove approximately 730' of roof edge strip and dispose of old materials on main level of facility. Strip in edge and seal flashing with 6" mesh and roof cement. Reseal joints on the perimeter cap of gymnasium roof.

2. Platform lifts-

Install a vertical platform lift to provide reasonable accommodation between the three levels.

3. Child toilet room upgrades –

Replace plumbing fixtures as necessary, flooring, and exhaust fans to meet current codes in child toilet rooms.

4. Classroom toilet upgrades –

Replace plumbing fixtures, flooring, and exhaust fans meet current codes.

5. New accessible restroom –

Enlarge and reconfigure one of the existing bathrooms for public use per ADA requirements.

6. Electrical service upgrade –

Upgrade service as required to run the new HVAC equipment.

7. Emergency & exit lighting –

Install new emergency and exit lighting to meet all local, state, and federal codes.

8. Fire alarm upgrade –

Replace old out of date fire alarm system to meet all local, state, and federal codes.

9. ADA door accessibility –

Modify classroom doors, frames, walls, floors, and ceilings to allow for the required accessible pull side clearance required by code.

EX. B

LLD WORK AND REPAIRS

1. Window blinds –

Install Window blinds in compliance with license and DCFS requirements.

2. Surveillance –

Install surveillance equipment in compliance with license and DCFS requirements.

3. Interior Painting –

Paint interior to meet any license requirements and LLD's determination.

4. Door hardware –

Replace door hardware in compliance meet local, state and federal codes including ADA accessibility codes.

5. Playground equipment –

Install, repair and/or upgrade playground equipment in compliance with local, state, and federal codes including license and DCFS requirements.

6. Landscaping –

Landscaping to be completed to meet all applicable codes including license, DCFS and ADA requirements.

7. Lead Remediation and Testing –

Water samples will be drawn from every water source used for drinking and cooking water used for childcare operations. Faucets/fixtures to be sampled include, but are not limited to, kitchen sinks, bathroom sinks, classroom sinks, drinking fountains, bubblers, and refrigerator or freezer water/ice dispensers. These samples will be sent to the Illinois Environmental Protection Agency (IEPA) lab or an IEPA certified independent lab. A certificate must be obtained acknowledging there are acceptable levels of lead from all samples. If this certification cannot be obtained, additional remediation or acceptable alternatives will continue as needed until the required certification can be obtained.

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 25-22

September 08, 2025

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Ordinance Rezoning Property 200 Block of West Mound Road from R-3 Single Family Residence District to B-2 Commercial District

SUMMARY RECOMMENDATION: Staff recommends approval of this ordinance rezoning property at 200 Block of West Mound Road from R-3 Single Family Residence District to B-2 Commercial District.

The City Plan Commission voted 8-0 to recommend approval of the petition at the September 4, 2025 meeting. The minutes of the meeting are attached.

BACKGROUND: The subject site is approximately 1.50 acres in size and is currently undeveloped. The surrounding zoning districts include R-3 Single-Family Residence District to the north and west, PD District to the east and B-3 Planned Shopping Center District to the south. The Macon County and Decatur Comprehensive Plan shows this area as Residential-Low Density, Institutional and Retail. The proposed B-2 zoning would be compatible and consistent with the surrounding zoning and uses

The subject site is located within a mixed-use area, and the proposed rezoning from R-3 Single-Family Residence District to B-2 Commercial District is not expected to have an adverse effect on the surrounding area or the City as a whole.

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

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

INPUT FROM OTHER SOURCES: N/A

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

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY FROM
R-3 SINGLE FAMILY RESIDENCE DISTRICT
TO B-2 COMMERCIAL DISTRICT
- 200 BLOCK OF WEST MOUND ROAD -**

WHEREAS, on the 4th day of September 2025, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of MOUND PROPERTIES, LLC, to rezone premises legally described as:

Part of the Southeast Quarter of Section 27, Township 17 North, Range 2 East of the Third Principal Meridian, Decatur, Macon County, Illinois, more particularly described as follows:

Beginning at an iron pin found at the Southwest corner of Lot 2 of Mound Road Properties Addition; thence South 88 degrees 40 minutes 23 seconds West on the North right of line of Mound Road, a distance of 176.00 feet to an iron pin set; thence North 00 degrees 05 minutes 03 seconds West, a distance of 373.84 feet to an iron pin set; thence North 89 degrees 54 minutes 57 seconds East, a distance of 175.99 feet to an iron pin set on the East line of Lot 9 of Mound Place; thence South 00 degrees 05 minutes 17 seconds East on the said East line, a distance of 30.00 feet to an iron pin found; thence South 00 degrees 04 minutes 46 seconds East on said East line, a distance of 340.02 feet to the point of beginning.

Containing 65,450.651 square feet (1.503 acres), more or less.

Permanent I.D. No. Part of 07-07-27-476-002

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

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

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

Section 2. That said described premises be, and they are hereby rezoned from R-3 Single Family Residence District to B-2 Commercial District.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 15th day of September 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

STAFF REPORT
Decatur City Plan Commission

Hearing Date September 4, 2025
Case No. 25-10
Property Location 200 Block of West Mound Road
Request Rezoning from R-3 Single Family Residence District to B-2 Commercial District
Petitioner Mound Road Properties LLC
Representative Phillip Cochran

BACKGROUND

The subject site is approximately 1.50 acres in size and is currently undeveloped. It is currently zoned R-3 Single-Family Residence District.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Undeveloped	R-3	Residential – Low Density
North	Multiple Dwelling District	R-3	Residential – Low Density
South	Commercial	B-3	Retail
East	Commercial	PD	Residential – Low Density, Institutional
West	Multiple Dwelling District	R-3	Residential – Low Density

PROJECT DESCRIPTION

The petitioner proposes to rezone the site from R-3 Single-Family Residence to B-2 Commercial District to allow for commercial development along West Mound Road.

STAFF ANALYSIS

The surrounding zoning districts include R-3 Single-Family Residence District to the north and west, PD District to the east and B-3 Planned Shopping Center District to the south. The Macon County and Decatur Comprehensive Plan shows this area as Residential-Low Density, Institutional and Retail. The proposed B-2 zoning would be compatible and consistent with the surrounding zoning and uses.

The subject site is located within a mixed-use area, and the proposed rezoning from R-3 Single-Family Residence District to B-2 Commercial District is not expected to have an adverse effect on the surrounding area or the City as a whole.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request.

PLAN COMMISSION ACTION

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case No. 25-10 to the City Council by the Plan Commission with a recommendation is warranted.

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

Joselyn Stewart
Senior Transportation and Land Use Planner

ATTACHMENTS

1. Petition
2. Site Plan
3. Location Map



City of Decatur, Illinois

PETITION FOR REZONING

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

Economic and Urban Development Department
One Gary K. Anderson Plaza
Decatur, Illinois 62523-1196

424-2793
FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Mound Road Properties LLC				
Address	PO Box 1247				
City	Decatur	State	Illinois	Zip	
Telephone	217-424-2426	Fax		E-mail	
Property Owner	Mound Road Properties LLC				
Address	PO Box 1247				
City	Decatur	State	Illinois	Zip	
Telephone	217-424-2426	Fax		E-mail	
Representative	Phillip W. Cochran				
Address	4460 Mt. Vernon Place				
City	Decatur	State	Illinois	Zip	62521
Telephone	217-433-0187	Fax		E-mail	phil.pwc@comcast.net

SECTION TWO: SITE INFORMATION

Street Address	200 Block of West Mound Road				
Legal Description	See Attached.				
Present Zoning	☐ R-1	☐ R-2	☒ R-3	☐ R-5	☐ R-6
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1	
Is this property a Planned Unit Development?					
☐ YES Approval Date: _____					
☒ NO					
Please list all improvements on the site:			Existing site is a grass/hay lot.		
Size of Tract	1.50	☐ SF	☒ AC		

SECTION THREE: REQUESTED ACTION

Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development? ☐ YES ☒ NO
	☐ B-1	☒ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Other:						

Section Three Continued

Purpose Please state the purpose of the proposed rezoning.

The proposed rezoning of the 1.50 acres is to allow for commercial development along Mound Road.

SECTION FOUR: JUSTIFICATION

The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):

Lot 9 of Mound Place will be subdivided into 3 lots. The requested rezoning of the south two lots (1.50 acres total) from R-3 to B-2 will allow for economic development on lots 1 and 2, while maintaining 1.68 acres of R-3 zoned property that can be accessed from Manchester Drive. The north end, proposed Lot 3, is surrounded by R-3 zoning, where proposed Lots 1 and 2, abut PD zoning to the east and B-3 zoning to the south, across Mound Road.

SECTION FIVE: CERTIFICATION

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

**Petitioner's
Signature**

Date

08-07-2025

NOTES:

1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.
2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council.
3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal.
4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.

OFFICE USE ONLY

Date Filed

By

**LEGAL DESCRIPTION – LOT 1 AND 2
MOUND ROAD PROPERTIES SECOND ADDITION**

Part of the Southeast Quarter of Section 27, Township 17 North, Range 2 East of the Third Principal Meridian, Decatur, Macon County, Illinois, more particularly described as follows:

Beginning at an iron pin found at the Southwest corner of Lot 2 of Mound Road Properties Addition; thence South 88 degrees 40 minutes 23 seconds West on the North right of line of Mound Road, a distance of 176.00 feet to an iron pin set; thence North 00 degrees 05 minutes 03 seconds West, a distance of 373.84 feet to an iron pin set; thence North 89 degrees 54 minutes 57 seconds East, a distance of 175.99 feet to an iron pin set on the East line of Lot 9 of Mound Place; thence South 00 degrees 05 minutes 17 seconds East on the said East line, a distance of 30.00 feet to an iron pin found; thence South 00 degrees 04 minutes 46 seconds East on said East line, a distance of 340.02 feet to the point of beginning.

Containing 65,450.651 square feet (1.503 acres), more or less.

MOUND ROAD PROPERTIES
SECOND ADDITION
(A MINOR SUBDIVISION)
DECATUR, ILLINOIS
FINAL PLAT

ECONOMIC AND COMMUNITY DEVELOPMENT DIRECTOR
CITY OF DECATUR

PUBLIC WORKS DIRECTOR - CITY OF DECATUR

RETURN TO:

MEC
MARTIN ENGINEERING COMPANY
CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3695 SOUTH SIXTH STREET FRONTAGE ROAD WEST, SPRINGFIELD, ILLINOIS 62703
Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmall@martinengineeringco.com

LEGAL DESCRIPTION

PART OF LOT 9 OF MOUND PLACE SUBDIVISION, BEING A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, DECATUR, MACON COUNTY, ILLINOIS.

OWNER'S CERTIFICATE ATTACHED

DRAINAGE CERTIFICATE

Whereas the surface water drainage will be changed by the construction of MOUND ROAD PROPERTIES SECOND ADDITION, to the best of our knowledge and belief adequate provisions have been made for collection and diversion of such surface waters into public areas, or drains which the subdivider has a right to use, in accordance with generally accepted engineering practices and that such surface waters will not be deposited on the property of adjoining land owners in such concentrations as may cause damage to the adjoining property because of the construction of this subdivision.



ILLINOIS PROFESSIONAL ENGINEER NO. 068868
TYLER K. WALKER

MOUND ROAD PROPERTIES, LLC.

AUTHORIZED SIGNATURE

TITLE

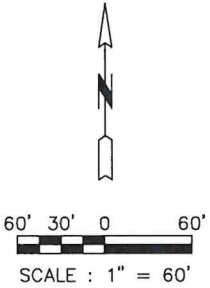
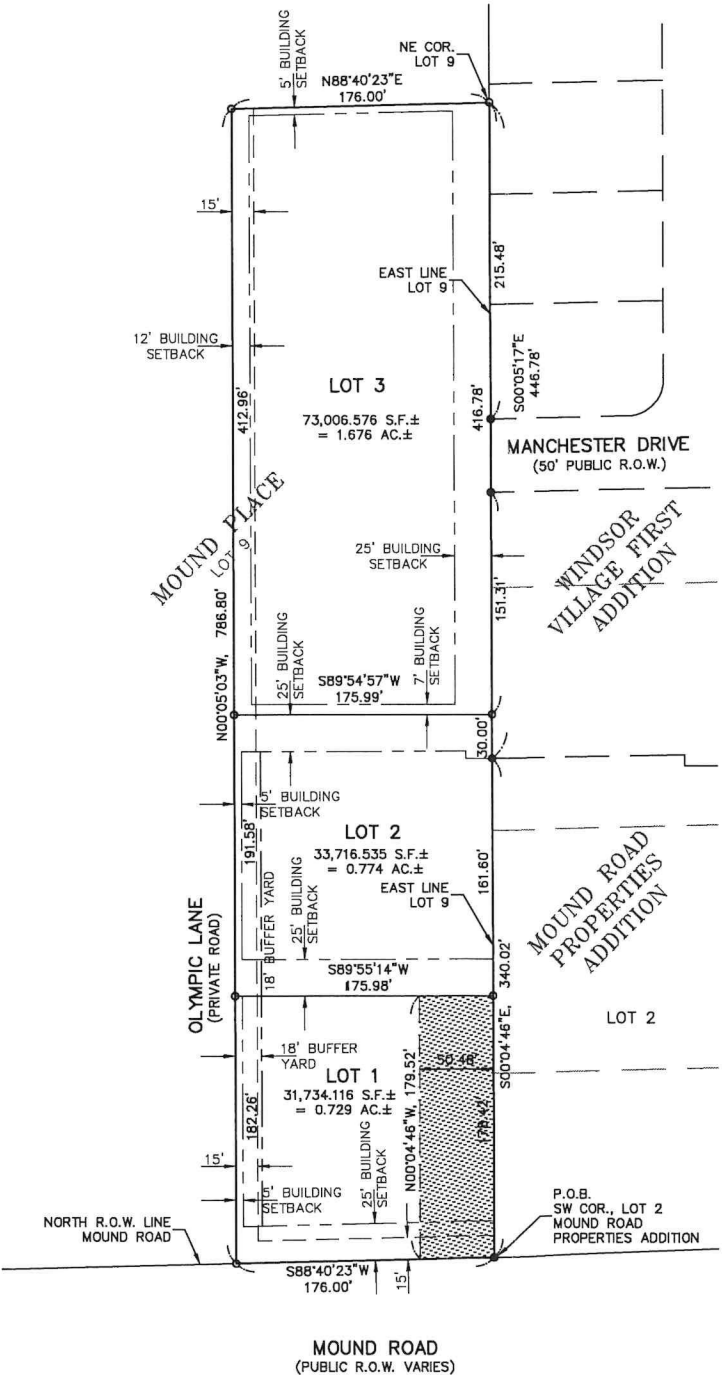
PRELIMINARY

OWNER/DEVELOPER

MOUND ROAD PROPERTIES LLC.
100 S. WATER STREET
DECATUR, IL 62523

ENGINEER & LAND SURVEYOR

MARTIN ENGINEERING COMPANY
3695 S. 6TH ST. FRONTAGE ROAD WEST
SPRINGFIELD, ILLINOIS 62703
CONTACT: TYLER WALKER (217) 698-8900



DATE: AUGUST 8, 2025

NOTES

1. FIELD WORK COMPLETED AUGUST, 2025.
2. NO PART OF THIS PLAT IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER MAP 17115C0189E (EFFECTIVE DATE: JUNE 7, 2017)
3. BASIS OF BEARING IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM. (NAD 83 - ILLINOIS EAST ZONE, U.S. SURVEY FEET) (GEOID 18)
4. SETBACKS ARE PER THE CITY OF DECATUR, ILLINOIS ZONING ORDINANCE.
5. ALL EASEMENTS ALONG STREET RIGHT OF WAY ARE 15 FEET UNLESS OTHERWISE NOTED.
6. ENVIRONMENT AND SUBSURFACE CONDITIONS WERE NOT EXAMINED AS PART OF THIS SURVEY.
7. THE PROPERTY COVERED BY THIS PLAT IS WITHIN THE CORPORATE LIMITS OF THE CITY OF DECATUR, ILLINOIS.

LEGEND

- 5/8" IRON PIN FOUND
- 5/8" IRON PIN SET
- ◆— IRON PIN FOUND IN CONCRETE
- - - - BUILDING SETBACK LINE
- ▨ PERMANENT ACCESS AND UTILITY EASEMENT

CERTIFICATE OF SURVEYOR

Part of the Southeast Quarter of Section 27, Township 17 North, Range 2 East of the Third Principal Meridian, Decatur, Macon County, Illinois, more particularly described as follows:

Beginning at an iron pin found at the Southwest corner of Lot 2 of Mound Road Properties Addition; thence South 88 degrees 40 minutes 23 seconds West on the North right of line of Mound Road, a distance of 176.00 feet to an iron pin set; thence North 00 degrees 05 minutes 03 seconds West, a distance of 786.80 feet to an iron pin set; thence North 88 degrees 40 minutes 23 seconds East, a distance of 176.00 feet to an iron pin set at the Northeast corner of said Lot 9; thence South 00 degrees 05 minutes 17 seconds East on the East line of said Lot 9, a distance of 446.78 feet to an iron pin found; thence South 00 degrees 04 minutes 46 seconds East on said East line, a distance of 340.02 feet to the point of beginning.

Containing 138,457.227 square feet (3.179 acres), more or less.

I further certify that I have subdivided the same into 3 lots as shown on the attached plat.

Iron reinforcement rods identify all lot corners as shown on said plat, and all measurements are given in feet and decimals thereof, except those shown as stone monuments.

Said subdivision is to be known as MOUND ROAD PROPERTIES SECOND ADDITION, Decatur, Macon County, Illinois.

I further certify that no part of this subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency as shown on Final Plat.

"THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY."

I HEREBY CERTIFY THAT, IN THE MONTH OF AUGUST, 2025, I MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND THE FOREGOING PLAT REPRESENTS THE RESULTS OF SAID SURVEY.

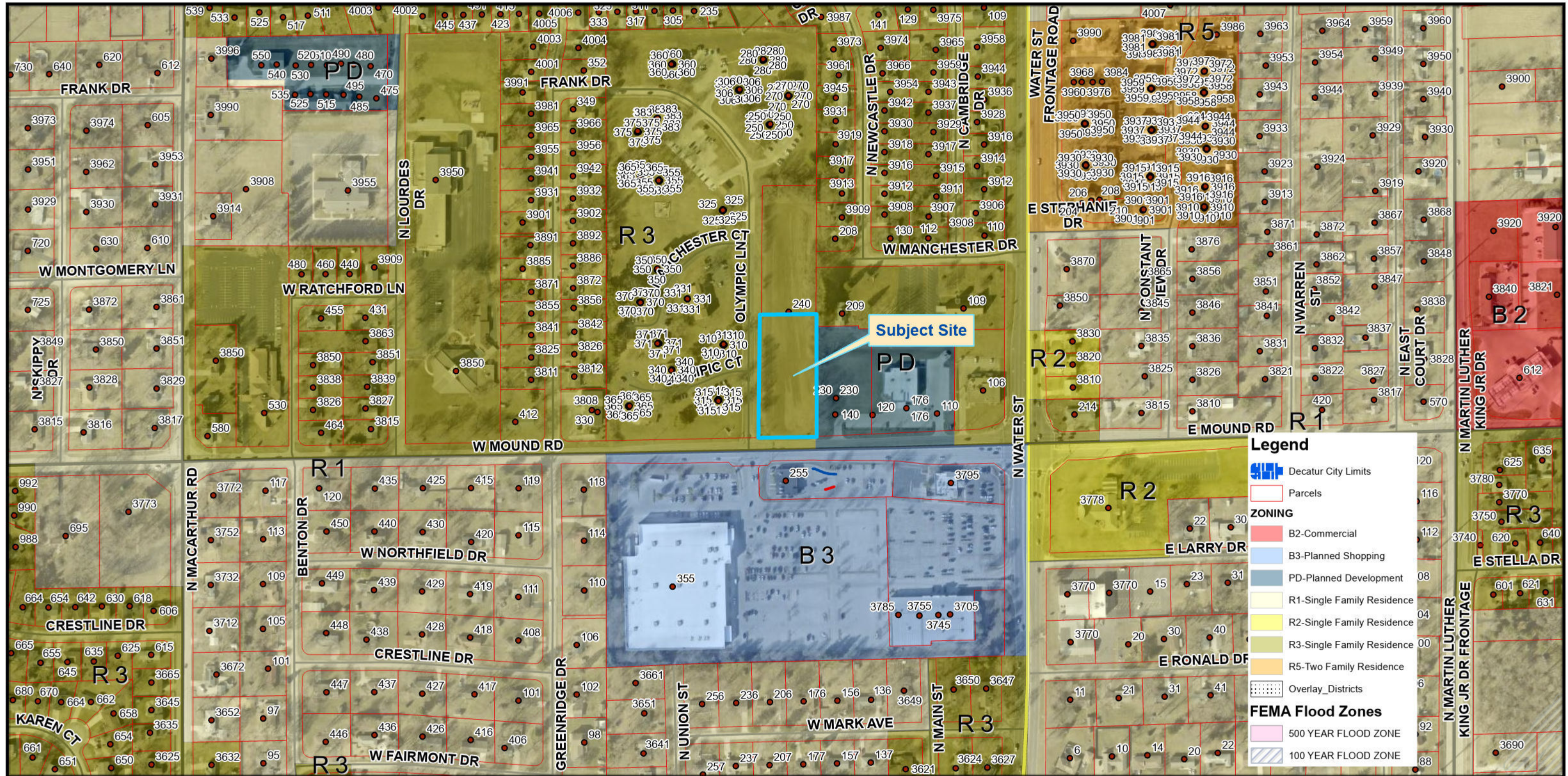


ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3804

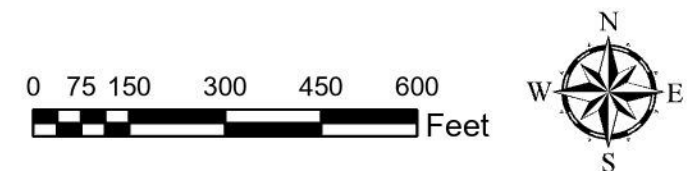
DATE SIGNED :

LICENSE EXP. DATE : NOV. 30, 2026

City of Decatur Plan Commission
200 Block of West Mound Street



<u>Case No:</u>	25-10
<u>Date:</u>	September 04, 2025
<u>Petition of:</u>	Mound Road Properties LLC
<u>Requested Action:</u>	Rezoning from R-3 Single Family Residence District to B-2 Commercial District



Excerpts from Plan Commission Meeting of September 4, 2025:

Case No. 25-10 Petition of MOUND PROPERTIES, LLC to rezone the property located at the 200 BLOCK OF WEST MOUND ROAD from R-3 Single Family Residential District to B-2 Commercial District

It was moved and seconded (Jim Schwarz/Matt Naber) to forward Case No. 25-10 to the City Council with a recommendation of approval as set forth in the staff report.

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

Phil Cochran, in favor of Petitioner, was sworn in by Amy Goodman and stated he was available for any questions.

Upon call of the roll, Commission members A.G. Webber, Matt Naber, Bobby Garner, Maurice Payne, Jim Schwarz, Andrew Taylor, Susie Peck voted aye. James Oliver abstained. Motion carried.

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 25-23

September 08, 2025

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Ordinance Rezoning Property at 280 W North from B-2 Commercial District to R-6 Multiple Dwelling District

SUMMARY RECOMMENDATION: Staff recommends approval of this ordinance rezoning property at 280 W North from B-2 Commercial District to R-6 Multiple Dwelling District.

The City Plan Commission voted 8-0 to recommend approval of the petition at the September 4, 2025 meeting. The minutes of the meeting are attached.

BACKGROUND: The subject site is approximately 0.11 acres that is located at 280 W North. The current owner is utilizing the space as an art studio but plans to sell it in the near future. The owner has a couple of interested buyers and they are all requesting to return the property to its original use as a residence.

The surrounding zoning and existing land uses include a mix of commercial and residential uses. According to the Macon County and City of Decatur Comprehensive Plan, this area is designated for Mixed Use- Commercial and Residential. The proposed R-6 zoning classification would be compatible with and supportive of the existing and planned land uses in the area.

The subject site is located within a mixed use area and rezoning to R-6 Multiple Dwelling District is not expected to have any adverse impact on the surrounding area or the City as a whole.

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

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

INPUT FROM OTHER SOURCES: N/A

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

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY FROM
B-2 COMMERCIAL DISTRICT TO
R-6 MULTIPLE DWELLING DISTRICT
- 280 WEST NORTH STREET -**

WHEREAS, on the 4th day of September 2025, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of ANNETTE RUSSO, to rezone premises legally described as:

Beginning at the Northwest corner of Lot Twelve (12) in Block Eight (8) of William Bandy's Addition to the City of Decatur, as per Plat recorded in Book G Page 30 of the Records in the Recorder's Office of Macon County, Illinois; thence West 30 feet; thence South 160 feet more or less to a point 30 feet directly West of the Southwest corner of Lot Nine (9) in said Block Eight (8) of William Bandy's Addition to the City of Decatur; thence East 30 feet to the Southwest corner of Lot Nine (9) in said Block Eight (8) of William Bandy's Addition to the City of Decatur; thence North along the West line of said Block Eight (8) of William Bandy's Addition to the City of Decatur to the place of beginning. Sometimes described as Lot Thirteen (13) in Block Eight (8) of William Bandy's Addition to Decatur, as per Plat recorded in Book G Page 30 of the Records in the Recorder's Office of Macon County, Illinois. Situated in Macon County, Illinois.

Permanent I.D. No. 04-12-15-232-007

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

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

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

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

Section 3. That the Districts herein mentioned are those districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning

Ordinance, and all the provisions, regulations, restrictions, and requirements therein set forth shall apply to the premises described herein.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 15th day of September 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

STAFF REPORT

Decatur City Plan Commission

Hearing Date September 4, 2025
Case No. 25-11
Property Location 280 W North
Request Rezoning from B-2 Commercial District to R-6 Multiple Dwelling District
Petitioner Annette Russo
Representative Annette Russo

BACKGROUND

The subject site is approximately .11 acres that is located at 280 W North. The current owner is utilizing the space as an art studio but plans to sell it in the near future. The owner has a couple interested buyers and they are all requesting to have the property rezoned for a residential use.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Art Studio	B-2	Mixed Use-Residential and Commercial
North	Commercial	B-2	Mixed Use- Residential and Commercial
South	Parking lot	B-2	Mixed Use- Residential and Commercial
East	Church Parking lot	B-2	Mixed Use- Residential and Commercial
West	Residential	R-6	Mixed Use- Residential and Commercial

PROJECT DESCRIPTION

The petitioner proposes to rezone the site from B-2 Commercial District to R-6 Multi Dwelling. The owner will be selling the property and would like to return the property to its original use as a residence.

STAFF ANALYSIS

The surrounding zoning and existing land uses include a mix of commercial and residential uses. According to the Macon County and City of Decatur Comprehensive Plan, this area is designated for Mixed Use- Commercial and Residential. The proposed R-6 zoning classification would be compatible with and supportive of the existing and planned land uses in the area.

The subject site is located within a mixed use area and rezoning to R-6 Multiple Dwelling District is not expected to have any adverse impact on the surrounding area or the City as a whole.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request.

PLAN COMMISSION ACTION

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case No. 25-10 to the City Council by the Plan Commission with a recommendation is warranted.

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

Kylie Reynolds
Urban Land Use Planner

ATTACHMENTS

1. Petition
2. Location Map



City of Decatur, Illinois

PETITION FOR REZONING

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

Economic and Urban Development Department

One Gary K. Anderson Plaza

Decatur, Illinois 62523-1196

424-2793

FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION

Petitioner	Annette Russo				
Address	58 Ridge Ave.				
City	Decatur	State	IL	Zip	62521
Telephone	217-859-1756	Fax		E-mail	arusso56@gmail.com
Property Owner	Annette Russo				
Address	58 Ridge Ave.				
City	Decatur	State	IL	Zip	62521
Telephone	217-859-1756	Fax		E-mail	arusso56@gmail.com
Representative					
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION

Street Address	280 W. North St. Decatur IL 62521					
Legal Description	L 0600 B 08 WM Bandys add tract known as Lt 13 Blk 8 Being 30 W & adj blk irng 58 04 205 0298 0000					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development?
	☐ B-1	☒ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES Approval Date: _____
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☐ NO
Please list all improvements on the site:						
Size of Tract	0.110	☐ SF	☒ AC			

SECTION THREE: REQUESTED ACTION

Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☒ R-6	Will this property be a Planned Unit Development?
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	☐ YES
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		☒ NO
Other:						

Section Three Continued**Purpose** Please state the purpose of the proposed rezoning.

Want to change from commercial zoning to residential zoning.

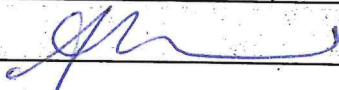
SECTION FOUR: JUSTIFICATION

The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):

Property was originally built as a residence and the lay-out and structure works as a residence but not really for most commercial purposes. I've owned for 5 years and used it as an art studio. Multiple people interested in purchasing want as a residence.

SECTION FIVE: CERTIFICATION

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

**Petitioner's
Signature****Date**

08/11/2025

NOTES:

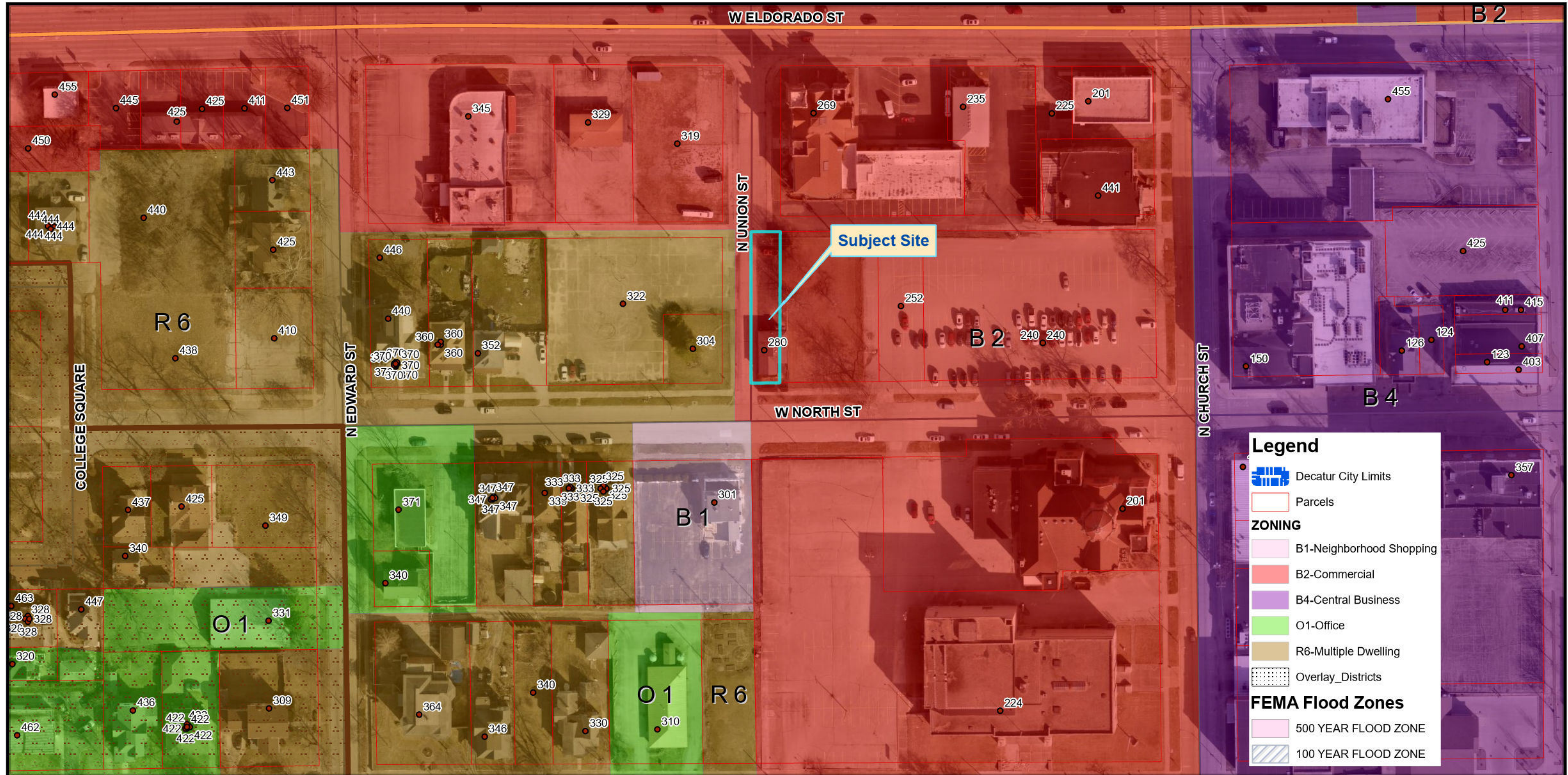
1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees.
2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council.
3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal.
4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.

OFFICE USE ONLY

Date Filed

By

City of Decatur Plan Commission
280 West North St



<u>Case No:</u>	25-11
<u>Date:</u>	September 04, 2025
<u>Petition of:</u>	Annette Russo
<u>Requested Action:</u>	Rezoning from B-2 Commercial District to R-6 Multiple Dwelling District



Excerpts from Plan Commission Meeting of September 4, 2025:

Case No. 25-11 Petition of ANNETTE RUSSO to rezone the property located at 280 WEST NORTH STREET from B-2 Commercial District to R-6 Multiple Dwelling District

It was moved and seconded (A.G. Webber/Bobby Garner) to forward Case No. 25-11 to the City Council with a recommendation of approval as set forth in the staff report.

Kylie Reynolds presented the staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for review by request).

Annette Russo, Petitioner, was sworn in by Amy Goodman to ask if there were any questions she could answer. She explained there is no lower level, and she had previously used it commercially and now she would like to sell it for residential use. No further discussion.

Upon call of the roll, Commission members A.G. Webber, Matt Naber, Bobby Garner, Maurice Payne, Jim Schwarz, Andrew Taylor, James Oliver, Susie Peck voted aye. Motion carried.

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

No. 2025-19

September 15, 2025

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Waiving all City Permit Fees for Development Within Millikin Corridor.

RECOMMENDATION: It is recommended that Council adopt the attached Resolution, waiving the permit fees, to incentivize development in the Millikin Neighborhood.

BACKGROUND: To encourage new development and private investment within the NWRAPS neighborhood, staff recommends a temporary, three (3) year waiver of all City permit fees related to building, electrical, plumbing, HVAC, and other construction activities. This targeted incentive is designed to lower upfront costs for both developers and existing homeowners, making projects more financially feasible and attractive.

Staff has identified 28 City-owned parcels in a concentrated area within the Millikin neighborhood and has prepared a Request for Proposals (RFP) for new residential development, including single-family or multi-family dwellings. To strengthen the RFP and increase the likelihood of competitive responses, we propose including the waiver of development-related permit fees. The estimated revenue impact of this waiver is approximately \$20,000.

In addition, staff recommends extending the fee waiver to homeowners within the same neighborhood boundary who wish to make improvements to their properties. This would reduce the financial burden on residents, encourage reinvestment, and support ongoing revitalization efforts.

Based on staff's analysis, full buildout of the 28 parcels with single-family homes could generate an estimated \$15,000-\$20,000 in additional property tax revenue annually. This long-term return outweighs the short-term loss of permit fee revenue.

PRIOR ACTION: This strategy aligns with council's goals of neighborhood revitalization.

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

RESOLUTION NO. R2025_____

**RESOLUTION WAIVING ALL CITY PERMIT FEES FOR
DEVELOPMENT WITHIN MILLIKIN COORIDOR**

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

Section 1. That all City permit fees, including building, plumbing, mechanical, and electrical permits, shall be waived related to the successful construction of single family and/or multifamily residential development projects located within the following area: 600 to 1000 Blocks of West Wood, West Macon, and West Decatur Streets; the 200-300 Blocks of South Crea, South Monroe, and South Haworth Streets.

Section 2. That the permit fees are waived for any for homeowners who desire to make improvements to their home within the following area: 600 to 1000 Blocks of West Wood, West Macon, and West Decatur Streets; the 200-300 Blocks of South Crea, South Monroe, and South Haworth Streets.

Section 3. That this permit waiver shall only be good for a period of three (3) years, starting on January 1, 2026 and expiring on January 1, 2029.

Section 4. That the City Manager or designee are authorized to take all necessary steps to implement this resolution.

PRESENTED and ADOPTED this 15th day of September 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Economic & Community Development Department
Memo No. 2025-27

DATE: September 15, 2025

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Lacie Elzy, Economic & Community Development Director
Kirsten Born, Grants Manager

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of an Agreement with Precision Pro LLC for the Residential Exterior Improvements at 2164 N. Water St., 924 W Wood St., 817 W Macon St., 2275 N Main St., 536 E Grand Ave., 1043 W Wood St., 1946 N. Martin Luther King Jr. Dr., 2270 N. Main St., 1037 W. Wood St., 429 S Oakland Ave. and 1630 N. Martin Luther King Jr. Dr.

RECOMMENDATION: It is recommended that the City Council approve the attached resolutions awarding the agreements for the Residential Exterior Improvement Program, to Precision Pro LLC, as the lowest responsible bidder.

BACKGROUND: The Residential Exterior Improvement Program was created to assist homeowners who may not meet the income guidelines for other programs. Many families in our community fall into the category of Asset Limited, Income Constrained, Employed (ALICE). These households earn above the Federal Poverty Level yet still struggle to afford basic necessities such as housing, child care, food, transportation, healthcare, and technology.

Funded by the General Fund, this program allows us to serve families who would not otherwise qualify for assistance. Eligible improvements include roof replacement, gutters, gutter guards, soffit, fascia, siding, porches, window wrapping, brush removal, and fence repair.

Owner-occupied households were notified by letter in three focus areas along major corridors: Route 51 North and South, Oakwood, and Martin Luther King Jr. Drive. Interested homeowners were invited to complete an intake process, during which eligibility for this or other programs was determined. The average cost of the 11 homes assisted is approximately \$54,000 per unit, with a total project cost of \$598,361.

Letting Results: Project scopes were prepared by the Housing Rehabilitation Specialist. A mandatory bid walk was held on August 7, 2025, and bids were opened on August 13, 2025. The bid tabulation is attached.

Twenty-four general contractors were invited to participate. Two attended the bid walk and submitted proposals. Precision Pro LLC, the lowest responsible bidder, has successfully completed more than 50 projects for the City of Decatur.

SCHEDULE: Following approval of the agreements by the City Council, work on this project shall begin after a “Notice to Proceed” has been issued from the City. The contractor will have 30 days from issuance of the notice to proceed to complete the project.

BUDGET/TIME IMPLICATIONS: Funding for this project is provided through general fund. The total amount of all projects is \$598,361.00.

POTENTIAL OBJECTION: There are no known objections to these resolutions and bid awards.

INPUT FROM OTHER SOURCES: City Staff.

STAFF REFERENCE: Should the city Council have any questions, they may contact Lacie Elzy, Economic & Community Development Director 217.542.3559 or Lelzy@dectauril.gov

RESOLUTION NO. R2025-

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT WITH PRECISION PRO LLC FOR THE
RESIDENTIAL EXTERIOR IMPROVEMENTS AT 924 W. WOOD ST.**

WHEREAS, the City of Decatur (“the City”) has created a Residential Exterior Improvement Program (the “Program”) for owner occupied housing improvements; and,

WHEREAS, the Program’s eligible improvements include items such as roofing, siding, gutters, gutter guards, soffit, fascia, window wrapping, brush removal and fence repair; and,

WHEREAS, the invitation to bid was provided to those contractors that explicitly expressed interest to the Economic and Community Development Department; and,

WHEREAS, the City will expend Five Hundred Ninety-Eight Thousand Three Hundred Sixty-One and 00/100 Dollars (\$598,361.00) and a Fifteen (15) percent contingency for the improvements of eleven (11) housing units.

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

Section 1. That the Tabulation of bids received for the project located at 924 W. Wood St., and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Precision Pro LLC, in the amount of Fifty-Nine Thousand Nine Hundred Twenty-Five and 00/100 Dollars (\$59,925.00) along with a Fifteen (15) percent contingency be accepted, and an agreement awarded accordingly.

Section 3. That the City Manager or his designee be, and they are hereby, authorized and directed to execute an agreement between the City of Decatur, Illinois, and Precision Pro LLC, attached hereto as Exhibit A and made part hereof.

PRESENTED and ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this ____ day of _____ by and between Precision Pro LLC hereinafter ("Contractor,") the City of Decatur, hereinafter ("City,") Elizabeth Wonya and John Peoples ("Owner,") for the property located at 924 W. Wood St., Decatur, Illinois.

WITNESSETH, that the Contractor, City and Owner ("Parties") for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services and in an efficient and workmanlike manner, perform and complete the scope of work which is attached hereto as Exhibit A and hereby made a part of this Agreement; all in strict accordance with the technical specifications contained therein and which form a part of this Agreement as fully as if were herein repeated. The contractor is ultimately responsible for the bid and its contents, which encompasses the entire project. This includes site familiarity, inspection and review of the write-up items, measurements, and quantities as well as those listed by all subcontractors within the bid document.

2. PRICE

The City will pay Contractor, on behalf of the Owner, the sum of Fifty-Nine Thousand Nine Hundred Twenty-Five and 00/100 Dollars (\$59,925.00). As a condition to City making any payments to Contractor, Contractor shall furnish releases or receipts from any or all persons performing work and supplying materials or services to the Contractor, or any subcontractor, for work under this Agreement.

3. PERMITS, CODES, AND INSPECTION BY CITY

The Contractor or subcontractors are responsible for obtaining all permits required to complete the work identified in the bid specification. All permits are required to be issued prior to the start of rehabilitation on the identified items and Contractor is responsible for ensuring all necessary inspections by the City are requested, made and completed.

All final inspections and approvals from the City must be completed by the time of pay request by the Contractor.

The Contractor and Owner shall provide the City with access to the property in question for the purpose of examining and inspecting the rehabilitation work performed under this Agreement upon reasonable request by the City.

4. CARE OF WORK

The Contractor shall keep the premises reasonably clean and orderly during the course of work and remove all debris at the completion of the work. Once materials or equipment have been removed and replaced as a part of the work activities specified, such items shall be property of the Contractor.

5. ASSIGNMENT OF AGREEMENT

The contractor shall not be permitted to assign this Agreement without the express written consent of the Owner and the City.

6. INDEMNIFICATION OF THE CITY OF DECATUR

The Contractor shall indemnify and save harmless, the City of Decatur, Illinois, its officers, agents and employees against any and all loss, damage, or expense that is or they sustain as a result of any action of its own or of any subcontractors, or as a result of any suits, actions or claims of any character brought on account of property damage, injury to, or death of any person or persons, including employees of subcontractors, which may arise, or alleged to arise, in connection with the fulfillment of this agreement.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the fault or negligence in connection with the execution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance whether or not the same have been covered in whole or in part by payments made by the City.

7. INSURANCE

The Contractor shall be required to obtain and maintain, for a period corresponding with the term of this agreement, contractor's bodily injury and property damage insurance sufficient to cover both existing and completed operations and products. The Contractor must also provide proof of adequate liability insurance and workers' compensation in the form of a Certificate of Insurance to the City prior to commencing work under this Agreement and must maintain such for the duration of this Agreement. The worker's compensation insurance shall cover all employed persons engaged in work under this Agreement to the full statutory limits stipulated in the Illinois Worker's Compensation Act. It shall be the Contractor's responsibility to provide or require similar insurance for each subcontractor.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:

Insurance Type	Minimum Liability Amounts
Commercial General Liabilities	
General Aggregate Minimum Limit	\$2,000,000.00
Products-completed Operations Aggregate Minimum Limit	\$2,000,000.00

Each Occurrence Minimum Limit	\$1,000,000.00
Commercial Automobile Liability	
Bodily Injury & Property Damage Minimum Limit (Each Occurrence)	\$1,000,000.00
Lead Liability Insurance (Lead Contractors)	
Lead liability insurance minimum for lead abatement operations (Each occurrence)	\$1,000,000.00

8. GUARANTEE

The Contractor shall guarantee the work performed for a period not less than 1 year from the date of final acceptance by the City and Owner of all work set forth in Exhibit A and provide maintenance information to the Owner. In addition, Contractor shall furnish to Owner all manufacturer and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.

9. INTEREST OF CERTAIN OFFICIALS

No officer, employee, or member of the governing body of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any private interest, direct or indirect, in the Agreement.

10. FEDERAL, STATE AND LOCAL REGULATIONS

The Contractor shall be required to abide by and be in compliance with all applicable federal, state, and local regulations, including equal employment opportunity requirements as set forth in Exhibit B attached hereto. Contractor must perform and comply with all City codes and ordinances.

11. NOTICE TO PROCEED

The initiation of any rehabilitation work covered by an Agreement is subject to the issuance of a Notice to Proceed signed by the Contractor and the City. The notice to proceed will be given after the 3-day Notice of Right to Cancel has expired, if not submitted by Owner.

Contractor must begin the specified work within 10 calendar days after the issuance of a duly executed notice to proceed and must satisfactorily complete the rehabilitation activities within thirty (30) days after the issuance of a Notice to Proceed.

12. PAYMENT

The partial or final payments due to the Contractor will be paid after the City receives the contractor's invoice, passed inspection reports, and all required lien waivers. 10% will be withheld from each partial payment. Line items need to be completed to receive payment.

The City and Owner must approve the payment request after work has been satisfactorily completed. It is the responsibility of the Contractor to schedule the review of the work with the Owner and the City.

The Contractor will be penalized \$50.00 per day after the construction completion date has expired if work is not complete unless approved change orders for time extensions are signed by all parties. The penalty will be subtracted from the final pay amount due to the Contractor.

13. TERMINATION OF AGREEMENT; FINISHING PROJECT

- a. The City, upon written notice to the Contractor, may terminate this Agreement prior to the completion of the Project and without prejudice to any other remedy that the City may have, upon the violation of the terms of this Agreement by the Contractor or upon the bankruptcy or insolvency of the Contractor. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the Contractor has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, by the Owner or the City, at their sole discretion.
- b. The Contractor may, upon written notice to the City, terminate this Agreement prior to the completion of the Project upon a violation of this Agreement by the City. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the City has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, at the Contractor's sole discretion.
- c. If the Agreement is terminated pursuant to this Paragraph 13, the Contractor shall be paid only for that portion of the Work completed in a satisfactory manner, as determined by Owner and City.

14. CITY'S RIGHT TO SUSPEND WORK AND/OR REMOVE CONTRACTOR FROM JOB SITE.

The City and the Contractor agree that the City retains the right to stop work at any time during the project for violation of regulations, rules or guidelines regarding worker safety, as promulgated by (i) OSHA; (ii) the U.S. or Illinois Environmental Protection agencies; (iii) the Illinois Department of Public Health; or (iv) the City of Decatur's insurer for pollution liability.

- i. The City's right to stop work shall not require prior notice from the City to the Contractor, and may be immediate, instant and without delay.
- ii. The City also retains the right, in cases of serious or repeated violation that endanger the safety of workers, the environment, surrounding properties and/or persons in the vicinity of the worksite, to stop work immediately and remove the contractor from the job site. In the event the Contractor is removed from the job site, the Contractor shall secure the property, including protecting the property and mitigating potential risks that could result in damage or loss due to theft, burglary, vandalism, fire, water, wind, or any other Act of God, and turn all keys over to the City prior to leaving the job site.
- iii. The City of Decatur also retains the right in cases of unsatisfactory work ongoing issues, to suspend work and terminate contact. Contractors will be notified and have 7 days to correct and complete work.
- iv. In instances where the City stops work and/or removes the Contractor from the job site, the City shall orally cite to the Contractor the reasons for its action. The City shall serve written notice citing the reasons personally or by certified mail, return receipt requested, within three (3) business days from the date of the City's act, unless the Contractor named in this Agreement has resumed work under this Agreement. If the Agreement is terminated pursuant to Paragraph 13, the Contractor shall be paid only for the line items which are completed in a satisfactory manner to Owner and City of the work completed, as determined by the Owner and the City.

15. MEDIATION

The City shall be the interpreter of the requirements in connection with the work and shall mediate all claims and disputes between the Owner and the Contractor regarding the work. The City's decisions shall be final and binding.

The City shall issue a written decision within five (5) days of the written notification by either the Owner or the Contractor of any dispute.

16. NOTICES.

Any Notice required by this Agreement shall be sent in writing to the following:

Contractor: Precision Pro LLC
3831 Ruby St., Unit 214
Schiller Park, IL 60176

City: City of Decatur
Grants Division
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Owner (s): Elizabeth Woyna and John Peoples
924 W Wood St.
Decatur, IL 62522

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date last set forth below.

Precision Pro LLC, Contractor

By: _____

Title: _____

Date: _____

Elizabeth Woyna, Owner

Date: _____

John Peoples, Owner

Date: _____

City of Decatur, IL

By _____ Date _____
Authorized Representative

Attachments: Exhibit A

Residential Exterior Improvement Program

Housing Rehabilitation Specialist: Jarek Shafer

Work Site Proposed: 924 W Wood
Decatur Illinois 62521

Occupant: Elizabeth Woyna
Contact: 217 – 454 – 0776 – Home

This work write-up is in accordance with the City of Decatur Standards, Local and State governmental guidelines. In accordance with Homeowner's request and Analyst findings, Contractor shall abide by the following:

Contractor shall adhere to Local City Codes, 2021 International Building Codes,

All work shall be completed with craftsmanship equivalent to industry standards. The quality of material shall be above standard and remain cost-effective for the project.

All homes are occupied and must have work performed during normal working hours agreed upon with the Homeowner.

All work environments shall be kept safe (free of any hazardous situations), clean (at all times) and habitable for occupants.

Payment of Prevailing wage is required.

SPECIFIC WORK OUTLINE

1.0 Roof – asphalt shingles

Perform complete tear off all existing layers of roofing materials down to the sheathing. Inspect existing roof sheathing and rafters, identify deteriorating sheathing and or rafters and seek Project Manager's approval to remove them. Replacement sheathing should match existing thickness. Install ice and water barrier, drip edge, flashing. 225 LB felt (minimum)/adhesive roof underlayment and architectural shingles. Field verify. Contractor is responsible for removal and disposal of existing tear out

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Roofing – Gutters

Install 5" Seamless gutters to include 2x3 downspouts installed with a fall of 1/16" at lowest corners of each straight run. Approximately 300LF. Field verify. Install new gutter guards in all gutters.

Gutters are to include guards

\$ _____ Material \$ _____ Labor \$ _____ Total

3.0 Site prep – Dumpster

Trash removal

\$ _____ Material \$ _____ Labor \$ _____ Total

Optional work

1.0 Front Porch

Replace front porch decking, supports, handrails, and steps. Follow all current city building codes for the front porch.

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Rear Porch

Replace rear porch decking, supports, handrails, and steps. Follow all current city building codes for the front porch.

\$ _____ Material \$ _____ Labor \$ _____ Total

3.0 Rear Porch

Replace rear porch decking, supports, handrails, and steps. Follow all current city building codes for the front porch.

\$ _____ Material \$ _____ Labor \$ _____ Total

4.0 Soffit and Fascia

Repair damaged soffit and fascia

\$ _____ Material \$ _____ Labor \$ _____ Total

5.0 Landscaping – Tree and Bush trimming

Trim the bushes and trees around the house and clear the yard.

\$ _____ Material \$ _____ Labor \$ _____ Total

TOTAL COST OF MATERIAL \$ _____

TOTAL COST OF LABOR \$ _____

TOTAL COST OF PROJECT \$ _____

TOTAL COST OF PROJECT AND OPTIONAL WORK \$ _____

Approved Signature

Contractor _____

EXHIBIT B

Equal Opportunity Provisions

The City of Decatur's Owner-Occupied Housing Rehabilitation Program does business in accordance with the Federal Fair Housing Act and Federal Equal Credit Opportunity Act. These laws state that it is illegal to discriminate against any person because of race, color, age, religion, sex, marital status, or national origin. All applicants applying for assistance will be processed within priorities and guidelines established for this program. The Grants Division will not discriminate against any person or family in the application processing, approving, or denying of a grant, or in any other terms and conditions of an Owner-Occupied Housing Rehabilitation Program grant. Any individual who believes that she/he may have been discriminated against should discuss the matter with the Grants Manager, Grants Division at (217) 424-2797 or contact: City of Decatur, Grants Division #1 Gary K. Anderson Plaza Decatur, IL 62523-1196

Residential Exterior Improvement Program	Precision Pro LLC 3831 Ruby St. Unit 214 Schiller Park, IL 60176	Gorafix, Inc. 330 Bennett Road Elk Grove Village, IL 60007
Address	Project Total Cost	Project Total Cost
536 E Grand	\$41,880.00	\$45,900.00
2275 N Main	\$55,970.00	\$58,300.00
1946 N Martin Luther King	\$44,128.00	\$49,000.00
1037 W Wood	\$59,165.00	\$69,100.00
2164 N Water	\$56,586.00	\$61,200.00
1630 N Martin Luther King	\$57,728.00	\$58,900.00
429 S Oakland	\$51,757.00	\$55,185.00
817 W Macon	\$51,257.00	\$55,600.00
1043 W Wood	\$56,845.00	\$61,150.00
2270 N Main	\$63,120.00	\$68,100.00
924 W Wood	\$59,925.00	\$62,750.00
Total	\$598,361.00	\$645,185.00

RESOLUTION NO. R2025-

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT WITH PRECISION PRO LLC FOR THE
RESIDENTIAL EXTERIOR IMPROVEMENTS AT 2164 N. WATER ST.**

WHEREAS, the City of Decatur (“the City”) has created a Residential Exterior Improvement Program (the “Program”) for owner occupied housing improvements; and,

WHEREAS, the Program’s eligible improvements include items such as roofing, siding, gutters, gutter guards, soffit, fascia, window wrapping, brush removal and fence repair; and,

WHEREAS, the invitation to bid was provided to those contractors that explicitly expressed interest to the Economic and Community Development Department; and,

WHEREAS, the City will expend Five Hundred Ninety-Eight Thousand Three Hundred Sixty-One and 00/100 Dollars (\$598,361.00) and a Fifteen (15) percent contingency for the improvements of eleven (11) housing units.

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

Section 1. That the Tabulation of bids received for the project located at 2164 N. Water St., and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Precision Pro LLC, in the amount of Fifty-Six Thousand Five Hundred Eighty-Six and 00/100 Dollars (\$56,586.00) along with a Fifteen (15) percent contingency be accepted, and an agreement awarded accordingly.

Section 3. That the City Manager or his designee be, and they are hereby, authorized and directed to execute an agreement between the City of Decatur, Illinois, and Precision Pro LLC, attached hereto as Exhibit A and made part hereof.

PRESENTED and ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this ____ day of _____ by and between Precision Pro LLC hereinafter ("Contractor,") the City of Decatur, hereinafter ("City,") Vickie Cooper ("Owner,") for the property located at 2164 N. Water St., Decatur, Illinois.

WITNESSETH, that the Contractor, City and Owner ("Parties") for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services and in an efficient and workmanlike manner, perform and complete the scope of work which is attached hereto as Exhibit A and hereby made a part of this Agreement; all in strict accordance with the technical specifications contained therein and which form a part of this Agreement as fully as if were herein repeated. The contractor is ultimately responsible for the bid and its contents, which encompasses the entire project. This includes site familiarity, inspection and review of the write-up items, measurements, and quantities as well as those listed by all subcontractors within the bid document.

2. PRICE

The City will pay Contractor, on behalf of the Owner, the sum of Fifty-Six Thousand Five Hundred Eighty-Six and 00/100 Dollars (\$56,586.00). As a condition to City making any payments to Contractor, Contractor shall furnish releases or receipts from any or all persons performing work and supplying materials or services to the Contractor, or any subcontractor, for work under this Agreement.

3. PERMITS, CODES, AND INSPECTION BY CITY

The Contractor or subcontractors are responsible for obtaining all permits required to complete the work identified in the bid specification. All permits are required to be issued prior to the start of rehabilitation on the identified items and Contractor is responsible for ensuring all necessary inspections by the City are requested, made and completed.

All final inspections and approvals from the City must be completed by the time of pay request by the Contractor.

The Contractor and Owner shall provide the City with access to the property in question for the purpose of examining and inspecting the rehabilitation work performed under this Agreement upon reasonable request by the City.

4. CARE OF WORK

The Contractor shall keep the premises reasonably clean and orderly during the course of work and remove all debris at the completion of the work. Once materials or equipment have been removed and replaced as a part of the work activities specified, such items shall be property of the Contractor.

5. ASSIGNMENT OF AGREEMENT

The contractor shall not be permitted to assign this Agreement without the express written consent of the Owner and the City.

6. INDEMNIFICATION OF THE CITY OF DECATUR

The Contractor shall indemnify and save harmless, the City of Decatur, Illinois, its officers, agents and employees against any and all loss, damage, or expense that is or they sustain as a result of any action of its own or of any subcontractors, or as a result of any suits, actions or claims of any character brought on account of property damage, injury to, or death of any person or persons, including employees of subcontractors, which may arise, or alleged to arise, in connection with the fulfillment of this agreement.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the fault or negligence in connection with the execution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance whether or not the same have been covered in whole or in part by payments made by the City.

7. INSURANCE

The Contractor shall be required to obtain and maintain, for a period corresponding with the term of this agreement, contractor's bodily injury and property damage insurance sufficient to cover both existing and completed operations and products. The Contractor must also provide proof of adequate liability insurance and workers' compensation in the form of a Certificate of Insurance to the City prior to commencing work under this Agreement and must maintain such for the duration of this Agreement. The worker's compensation insurance shall cover all employed persons engaged in work under this Agreement to the full statutory limits stipulated in the Illinois Worker's Compensation Act. It shall be the Contractor's responsibility to provide or require similar insurance for each subcontractor.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:

Insurance Type	Minimum Liability Amounts
Commercial General Liabilities	
General Aggregate Minimum Limit	\$2,000,000.00
Products-completed Operations Aggregate Minimum Limit	\$2,000,000.00

Each Occurrence Minimum Limit	\$1,000,000.00
Commercial Automobile Liability	
Bodily Injury & Property Damage Minimum Limit (Each Occurrence)	\$1,000,000.00
Lead Liability Insurance (Lead Contractors)	
Lead liability insurance minimum for lead abatement operations (Each occurrence)	\$1,000,000.00

8. GUARANTEE

The Contractor shall guarantee the work performed for a period not less than 1 year from the date of final acceptance by the City and Owner of all work set forth in Exhibit A and provide maintenance information to the Owner. In addition, Contractor shall furnish to Owner all manufacturer and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.

9. INTEREST OF CERTAIN OFFICIALS

No officer, employee, or member of the governing body of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any private interest, direct or indirect, in the Agreement.

10. FEDERAL, STATE AND LOCAL REGULATIONS

The Contractor shall be required to abide by and be in compliance with all applicable federal, state, and local regulations, including equal employment opportunity requirements as set forth in Exhibit B attached hereto. Contractor must perform and comply with all City codes and ordinances.

11. NOTICE TO PROCEED

The initiation of any rehabilitation work covered by an Agreement is subject to the issuance of a Notice to Proceed signed by the Contractor and the City. The notice to proceed will be given after the 3-day Notice of Right to Cancel has expired, if not submitted by Owner.

Contractor must begin the specified work within 10 calendar days after the issuance of a duly executed notice to proceed and must satisfactorily complete the rehabilitation activities within thirty (30) days after the issuance of a Notice to Proceed.

12. PAYMENT

The partial or final payments due to the Contractor will be paid after the City receives the contractor's invoice, passed inspection reports, and all required lien waivers. 10% will be withheld from each partial payment. Line items need to be completed to receive payment.

The City and Owner must approve the payment request after work has been satisfactorily completed. It is the responsibility of the Contractor to schedule the review of the work with the Owner and the City.

The Contractor will be penalized \$50.00 per day after the construction completion date has expired if work is not complete unless approved change orders for time extensions are signed by all parties. The penalty will be subtracted from the final pay amount due to the Contractor.

13. TERMINATION OF AGREEMENT; FINISHING PROJECT

- a. The City, upon written notice to the Contractor, may terminate this Agreement prior to the completion of the Project and without prejudice to any other remedy that the City may have, upon the violation of the terms of this Agreement by the Contractor or upon the bankruptcy or insolvency of the Contractor. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the Contractor has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, by the Owner or the City, at their sole discretion.
- b. The Contractor may, upon written notice to the City, terminate this Agreement prior to the completion of the Project upon a violation of this Agreement by the City. The notice shall be served personally or by certified mail, return receipt requested and shall state:
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 - ii. That the City has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
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- c. If the Agreement is terminated pursuant to this Paragraph 13, the Contractor shall be paid only for that portion of the Work completed in a satisfactory manner, as determined by Owner and City.

14. CITY'S RIGHT TO SUSPEND WORK AND/OR REMOVE CONTRACTOR FROM JOB SITE.

The City and the Contractor agree that the City retains the right to stop work at any time during the project for violation of regulations, rules or guidelines regarding worker safety, as promulgated by (i) OSHA; (ii) the U.S. or Illinois Environmental Protection agencies; (iii) the Illinois Department of Public Health; or (iv) the City of Decatur's insurer for pollution liability.

- i. The City's right to stop work shall not require prior notice from the City to the Contractor, and may be immediate, instant and without delay.
- ii. The City also retains the right, in cases of serious or repeated violation that endanger the safety of workers, the environment, surrounding properties and/or persons in the vicinity of the worksite, to stop work immediately and remove the contractor from the job site. In the event the Contractor is removed from the job site, the Contractor shall secure the property, including protecting the property and mitigating potential risks that could result in damage or loss due to theft, burglary, vandalism, fire, water, wind, or any other Act of God, and turn all keys over to the City prior to leaving the job site.
- iii. The City of Decatur also retains the right in cases of unsatisfactory work ongoing issues, to suspend work and terminate contact. Contractors will be notified and have 7 days to correct and complete work.
- iv. In instances where the City stops work and/or removes the Contractor from the job site, the City shall orally cite to the Contractor the reasons for its action. The City shall serve written notice citing the reasons personally or by certified mail, return receipt requested, within three (3) business days from the date of the City's act, unless the Contractor named in this Agreement has resumed work under this Agreement. If the Agreement is terminated pursuant to Paragraph 13, the Contractor shall be paid only for the line items which are completed in a satisfactory manner to Owner and City of the work completed, as determined by the Owner and the City.

15. MEDIATION

The City shall be the interpreter of the requirements in connection with the work and shall mediate all claims and disputes between the Owner and the Contractor regarding the work. The City's decisions shall be final and binding.

The City shall issue a written decision within five (5) days of the written notification by either the Owner or the Contractor of any dispute.

16. NOTICES.

Any Notice required by this Agreement shall be sent in writing to the following:

Contractor: Precision Pro LLC
3831 Ruby St., Unit 214
Schiller Park, IL 60176

City: City of Decatur
Grants Division
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Owner (s): Vickie Cooper
2164 N. Water St.
Decatur, IL 62526

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date last set forth below.

Precision Pro LLC, Contractor

By: _____

Title: _____

Date: _____

Vickie Cooper, Owner

_____, Owner

Date: _____

Date: _____

City of Decatur, IL

By _____
Authorized Representative

Date _____

Attachments: Exhibit A

Residential Exterior Improvement Program

Housing Rehabilitation Specialist: Jarek Shafer

Work Site Proposed: 2164 N Water
Decatur Illinois 62521

Occupant: Vickie Cooper

Contact: 217 – 433 – 4471 – Home

This work write-up is in accordance with the City of Decatur Standards, Local and State governmental guidelines. In accordance with Homeowner's request and Analyst findings, Contractor shall abide by the following:

Contractor shall adhere to Local City Codes, 2021 International Building Codes,

All work shall be completed with craftsmanship equivalent to industry standards. The quality of material shall be above standard and remain cost-effective for the project.

All homes are occupied and must have work performed during normal working hours agreed upon with the Homeowner.

All work environments shall be kept safe (free of any hazardous situations), clean (at all times) and habitable for occupants.

Payment of Prevailing wage is required.

SPECIFIC WORK OUTLINE

1.0 Roof – asphalt shingles

Perform complete tear off all existing layers of roofing materials down to the sheathing. Inspect existing roof sheathing and rafters, identify deteriorating sheathing and or rafters and seek Project Manager's approval to remove them. Replacement sheathing should match existing thickness. Install ice and water barrier, drip edge, flashing. 225 LB felt (minimum)/adhesive roof underlayment and architectural shingles. Field verify. Contractor is responsible for removal and disposal of existing tear out

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Roofing – Gutters

Install 5" Seamless gutters to include 2x3 downspouts installed with a fall of 1/16" at lowest corners of each straight run. Approximately 300LF. Field verify. Install new gutter guards in all gutters.

Gutters are to include guards

\$ _____ Material \$ _____ Labor \$ _____ Total

3.0 Soffit and Fascia

Removal of existing soffit and fascia. Install new soffit and fascia to all areas of eaves and gutters to include entire perimeter house. Include all accessories of one piece outside and inside corners etc. Contractor is responsible for removal and disposal of existing tear out.

\$ _____ Material \$ _____ Labor \$ _____ Total

4.0 Site prep – Dumpster

Trash removal

\$ _____ Material \$ _____ Labor \$ _____ Total

Optional work

1.0 SIDING-HOUSE

Removal of existing siding field verify size. Install 8" double 4" Vinyl siding to all areas of insulation and or Tyvek to include entire house. Include all accessories of one piece outside and inside corners, j-channels, starter strips etc. Contractor is responsible for removal and disposal of existing tear out.

\$ _____ Material \$ _____ Labor \$ _____ Total

TOTAL COST OF MATERIAL \$ _____

TOTAL COST OF LABOR \$ _____

TOTAL COST OF PROJECT \$ _____

TOTAL COST OF PROJECT AND OPTIONAL WORK \$ _____

Approved Signature

Contractor _____

EXHIBIT B

Equal Opportunity Provisions

The City of Decatur's Owner-Occupied Housing Rehabilitation Program does business in accordance with the Federal Fair Housing Act and Federal Equal Credit Opportunity Act. These laws state that it is illegal to discriminate against any person because of race, color, age, religion, sex, marital status, or national origin. All applicants applying for assistance will be processed within priorities and guidelines established for this program. The Grants Division will not discriminate against any person or family in the application processing, approving, or denying of a grant, or in any other terms and conditions of an Owner-Occupied Housing Rehabilitation Program grant. Any individual who believes that she/he may have been discriminated against should discuss the matter with the Grants Manager, Grants Division at (217) 424-2797 or contact: City of Decatur, Grants Division #1 Gary K. Anderson Plaza Decatur, IL 62523-1196

Residential Exterior Improvement Program	Precision Pro LLC 3831 Ruby St. Unit 214 Schiller Park, IL 60176	Gorafix, Inc. 330 Bennett Road Elk Grove Village, IL 60007
Address	Project Total Cost	Project Total Cost
536 E Grand	\$41,880.00	\$45,900.00
2275 N Main	\$55,970.00	\$58,300.00
1946 N Martin Luther King	\$44,128.00	\$49,000.00
1037 W Wood	\$59,165.00	\$69,100.00
2164 N Water	\$56,586.00	\$61,200.00
1630 N Martin Luther King	\$57,728.00	\$58,900.00
429 S Oakland	\$51,757.00	\$55,185.00
817 W Macon	\$51,257.00	\$55,600.00
1043 W Wood	\$56,845.00	\$61,150.00
2270 N Main	\$63,120.00	\$68,100.00
924 W Wood	\$59,925.00	\$62,750.00
Total	\$598,361.00	\$645,185.00

RESOLUTION NO. R2025-

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT WITH PRECISION PRO LLC FOR THE
RESIDENTIAL EXTERIOR IMPROVEMENTS AT 817 W. MACON ST.**

WHEREAS, the City of Decatur (“the City”) has created a Residential Exterior Improvement Program (the “Program”) for owner occupied housing improvements; and,

WHEREAS, the Program’s eligible improvements include items such as roofing, siding, gutters, gutter guards, soffit, fascia, window wrapping, brush removal and fence repair; and,

WHEREAS, the invitation to bid was provided to those contractors that explicitly expressed interest to the Economic and Community Development Department; and,

WHEREAS, the City will expend Five Hundred Ninety-Eight Thousand Three Hundred Sixty-One and 00/100 Dollars (\$598,361.00) and a Fifteen (15) percent contingency for the improvements of eleven (11) housing units.

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

Section 1. That the Tabulation of bids received for the project located at 817 W. Macon St., and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Precision Pro LLC, in the amount of Fifty-One Thousand Two Hundred Fifty-Seven and 00/100 Dollars (\$51,257.00) along with a Fifteen (15) percent contingency be accepted, and an agreement awarded accordingly.

Section 3. That the City Manager or his designee be, and they are hereby, authorized and directed to execute an agreement between the City of Decatur, Illinois, and Precision Pro LLC, attached hereto as Exhibit A and made part hereof.

PRESENTED and ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this ____ day of _____ by and between Precision Pro LLC hereinafter ("Contractor,") the City of Decatur, hereinafter ("City,") Delbert Kennedy ("Owner,") for the property located at 817 W Macon St., Decatur, Illinois.

WITNESSETH, that the Contractor, City and Owner ("Parties") for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services and in an efficient and workmanlike manner, perform and complete the scope of work which is attached hereto as Exhibit A and hereby made a part of this Agreement; all in strict accordance with the technical specifications contained therein and which form a part of this Agreement as fully as if were herein repeated. The contractor is ultimately responsible for the bid and its contents, which encompasses the entire project. This includes site familiarity, inspection and review of the write-up items, measurements, and quantities as well as those listed by all subcontractors within the bid document.

2. PRICE

The City will pay Contractor, on behalf of the Owner, the sum of Fifty-One Thousand Two Hundred Fifty-Seven and 00/100 Dollars (\$51,257.00). As a condition to City making any payments to Contractor, Contractor shall furnish releases or receipts from any or all persons performing work and supplying materials or services to the Contractor, or any subcontractor, for work under this Agreement.

3. PERMITS, CODES, AND INSPECTION BY CITY

The Contractor or subcontractors are responsible for obtaining all permits required to complete the work identified in the bid specification. All permits are required to be issued prior to the start of rehabilitation on the identified items and Contractor is responsible for ensuring all necessary inspections by the City are requested, made and completed.

All final inspections and approvals from the City must be completed by the time of pay request by the Contractor.

The Contractor and Owner shall provide the City with access to the property in question for the purpose of examining and inspecting the rehabilitation work performed under this Agreement upon reasonable request by the City.

4. CARE OF WORK

The Contractor shall keep the premises reasonably clean and orderly during the course of work and remove all debris at the completion of the work. Once materials or equipment have been removed and replaced as a part of the work activities specified, such items shall be property of the Contractor.

5. ASSIGNMENT OF AGREEMENT

The contractor shall not be permitted to assign this Agreement without the express written consent of the Owner and the City.

6. INDEMNIFICATION OF THE CITY OF DECATUR

The Contractor shall indemnify and save harmless, the City of Decatur, Illinois, its officers, agents and employees against any and all loss, damage, or expense that is or they sustain as a result of any action of its own or of any subcontractors, or as a result of any suits, actions or claims of any character brought on account of property damage, injury to, or death of any person or persons, including employees of subcontractors, which may arise, or alleged to arise, in connection with the fulfillment of this agreement.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the fault or negligence in connection with the execution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance whether or not the same have been covered in whole or in part by payments made by the City.

7. INSURANCE

The Contractor shall be required to obtain and maintain, for a period corresponding with the term of this agreement, contractor's bodily injury and property damage insurance sufficient to cover both existing and completed operations and products. The Contractor must also provide proof of adequate liability insurance and workers' compensation in the form of a Certificate of Insurance to the City prior to commencing work under this Agreement and must maintain such for the duration of this Agreement. The worker's compensation insurance shall cover all employed persons engaged in work under this Agreement to the full statutory limits stipulated in the Illinois Worker's Compensation Act. It shall be the Contractor's responsibility to provide or require similar insurance for each subcontractor.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:

Insurance Type	Minimum Liability Amounts
Commercial General Liabilities	
General Aggregate Minimum Limit	\$2,000,000.00
Products-completed Operations Aggregate Minimum Limit	\$2,000,000.00

Each Occurrence Minimum Limit	\$1,000,000.00
Commercial Automobile Liability	
Bodily Injury & Property Damage Minimum Limit (Each Occurrence)	\$1,000,000.00
Lead Liability Insurance (Lead Contractors)	
Lead liability insurance minimum for lead abatement operations (Each occurrence)	\$1,000,000.00

8. GUARANTEE

The Contractor shall guarantee the work performed for a period not less than 1 year from the date of final acceptance by the City and Owner of all work set forth in Exhibit A and provide maintenance information to the Owner. In addition, Contractor shall furnish to Owner all manufacturer and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.

9. INTEREST OF CERTAIN OFFICIALS

No officer, employee, or member of the governing body of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any private interest, direct or indirect, in the Agreement.

10. FEDERAL, STATE AND LOCAL REGULATIONS

The Contractor shall be required to abide by and be in compliance with all applicable federal, state, and local regulations, including equal employment opportunity requirements as set forth in Exhibit B attached hereto. Contractor must perform and comply with all City codes and ordinances.

11. NOTICE TO PROCEED

The initiation of any rehabilitation work covered by an Agreement is subject to the issuance of a Notice to Proceed signed by the Contractor and the City. The notice to proceed will be given after the 3-day Notice of Right to Cancel has expired, if not submitted by Owner.

Contractor must begin the specified work within 10 calendar days after the issuance of a duly executed notice to proceed and must satisfactorily complete the rehabilitation activities within thirty (30) days after the issuance of a Notice to Proceed.

12. PAYMENT

The partial or final payments due to the Contractor will be paid after the City receives the contractor's invoice, passed inspection reports, and all required lien waivers. 10% will be withheld from each partial payment. Line items need to be completed to receive payment.

The City and Owner must approve the payment request after work has been satisfactorily completed. It is the responsibility of the Contractor to schedule the review of the work with the Owner and the City.

The Contractor will be penalized \$50.00 per day after the construction completion date has expired if work is not complete unless approved change orders for time extensions are signed by all parties. The penalty will be subtracted from the final pay amount due to the Contractor.

13. TERMINATION OF AGREEMENT; FINISHING PROJECT

- a. The City, upon written notice to the Contractor, may terminate this Agreement prior to the completion of the Project and without prejudice to any other remedy that the City may have, upon the violation of the terms of this Agreement by the Contractor or upon the bankruptcy or insolvency of the Contractor. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the Contractor has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, by the Owner or the City, at their sole discretion.
- b. The Contractor may, upon written notice to the City, terminate this Agreement prior to the completion of the Project upon a violation of this Agreement by the City. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the City has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, at the Contractor's sole discretion.
- c. If the Agreement is terminated pursuant to this Paragraph 13, the Contractor shall be paid only for that portion of the Work completed in a satisfactory manner, as determined by Owner and City.

14. CITY'S RIGHT TO SUSPEND WORK AND/OR REMOVE CONTRACTOR FROM JOB SITE.

The City and the Contractor agree that the City retains the right to stop work at any time during the project for violation of regulations, rules or guidelines regarding worker safety, as promulgated by (i) OSHA; (ii) the U.S. or Illinois Environmental Protection agencies; (iii) the Illinois Department of Public Health; or (iv) the City of Decatur's insurer for pollution liability.

- i. The City's right to stop work shall not require prior notice from the City to the Contractor, and may be immediate, instant and without delay.
- ii. The City also retains the right, in cases of serious or repeated violation that endanger the safety of workers, the environment, surrounding properties and/or persons in the vicinity of the worksite, to stop work immediately and remove the contractor from the job site. In the event the Contractor is removed from the job site, the Contractor shall secure the property, including protecting the property and mitigating potential risks that could result in damage or loss due to theft, burglary, vandalism, fire, water, wind, or any other Act of God, and turn all keys over to the City prior to leaving the job site.
- iii. The City of Decatur also retains the right in cases of unsatisfactory work ongoing issues, to suspend work and terminate contact. Contractors will be notified and have 7 days to correct and complete work.
- iv. In instances where the City stops work and/or removes the Contractor from the job site, the City shall orally cite to the Contractor the reasons for its action. The City shall serve written notice citing the reasons personally or by certified mail, return receipt requested, within three (3) business days from the date of the City's act, unless the Contractor named in this Agreement has resumed work under this Agreement. If the Agreement is terminated pursuant to Paragraph 13, the Contractor shall be paid only for the line items which are completed in a satisfactory manner to Owner and City of the work completed, as determined by the Owner and the City.

15. MEDIATION

The City shall be the interpreter of the requirements in connection with the work and shall mediate all claims and disputes between the Owner and the Contractor regarding the work. The City's decisions shall be final and binding.

The City shall issue a written decision within five (5) days of the written notification by either the Owner or the Contractor of any dispute.

16. NOTICES.

Any Notice required by this Agreement shall be sent in writing to the following:

Contractor: Precision Pro LLC
3831 Ruby St., Unit 214
Schiller Park, IL 60176

City: City of Decatur
Grants Division
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Owner (s): Delbert Kennedy
817 W. Macon St.
Decatur, IL 62522

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date last set forth below.

Precision Pro LLC, Contractor

By: _____

Title: _____

Date: _____

Delbert Kennedy, Owner

_____, Owner

Date: _____

Date: _____

City of Decatur, IL

By _____ Date _____
Authorized Representative

Attachments: Exhibit A

Residential Exterior Improvement Program

Housing Rehabilitation Specialist: Jarek Shafer

Work Site Proposed: 817 W Macon
Decatur Illinois 62521

Occupant: Delbert Kennedy
Contact: 217 – 350 – 3999 – Home

This work write-up is in accordance with the City of Decatur Standards, Local and State governmental guidelines. In accordance with Homeowner's request and Analyst findings, Contractor shall abide by the following:

Contractor shall adhere to Local City Codes, 2021 International Building Codes,

All work shall be completed with craftsmanship equivalent to industry standards. The quality of material shall be above standard and remain cost-effective for the project.

All homes are occupied and must have work performed during normal working hours agreed upon with the Homeowner.

All work environments shall be kept safe (free of any hazardous situations), clean (at all times) and habitable for occupants.

Payment of Prevailing wage is required.

SPECIFIC WORK OUTLINE

1.0 Roofing – Gutters –

Install 5" Seamless gutters to include 2x3 downspouts installed with a fall of 1/16" at lowest corners of each straight run. Approximately 300LF. Field verify. Install new gutter guards in all gutters.

Gutters are to include guards

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Fence

Repair chain link fence between house and garage. Repair fence gate on front of house. Dispose off all material generated from work.

\$ _____ Material \$ _____ Labor \$ _____ Total

3.0 Landscaping

Remove all over grown landscaping bushes and trees along house and fences

\$ _____ Material \$ _____ Labor \$ _____ Total

4.0 Site prep – Dumpster

Trash removal

\$ _____ Material \$ _____ Labor \$ _____ Total

Optional work

1.0 Roof – asphalt shingles

Perform complete tear off all existing layers of roofing materials down to the sheathing. Inspect existing roof sheathing and rafters, identify deteriorating sheathing and or rafters and seek Project Manager's approval to remove them. Replacement sheathing should match existing thickness. Install ice and water barrier, drip edge, flashing. 225 LB felt (minimum)/adhesive roof underlayment and architectural shingles. Field verify. Contractor is responsible for removal and disposal of existing tear out

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Roof – Sheathing

Please provide cost for full replacement of sheathing to include materials and labor.

\$ _____ Material \$ _____ Labor \$ _____ Total

3.0 Soffit

Removal of existing soffit. Install new soffit to all areas of eaves and gutters to include entire perimeter house. Include all accessories of one piece outside and inside corners etc. Contractor is responsible for removal and disposal of existing tear out.

\$ _____ Material \$ _____ Labor \$ _____ Total

4.0 Fascia

Removal of existing fascia. Install new fascia to all areas of eaves and gutters to include entire perimeter house. Include all accessories of one piece outside and inside corners etc. Contractor is responsible for removal and disposal of existing tear out.

\$ _____ Material \$ _____ Labor \$ _____ Total

TOTAL COST OF MATERIAL \$ _____

TOTAL COST OF LABOR \$ _____

TOTAL COST OF PROJECT \$ _____

TOTAL COST OF PROJECT AND OPTIONAL WORK \$ _____

Approved Signature

Contractor _____

EXHIBIT B

Equal Opportunity Provisions

The City of Decatur's Owner-Occupied Housing Rehabilitation Program does business in accordance with the Federal Fair Housing Act and Federal Equal Credit Opportunity Act. These laws state that it is illegal to discriminate against any person because of race, color, age, religion, sex, marital status, or national origin. All applicants applying for assistance will be processed within priorities and guidelines established for this program. The Grants Division will not discriminate against any person or family in the application processing, approving, or denying of a grant, or in any other terms and conditions of an Owner-Occupied Housing Rehabilitation Program grant. Any individual who believes that she/he may have been discriminated against should discuss the matter with the Grants Manager, Grants Division at (217) 424-2797 or contact: City of Decatur, Grants Division #1 Gary K. Anderson Plaza Decatur, IL 62523-1196

Residential Exterior Improvement Program	Precision Pro LLC 3831 Ruby St. Unit 214 Schiller Park, IL 60176	Gorafix, Inc. 330 Bennett Road Elk Grove Village, IL 60007
Address	Project Total Cost	Project Total Cost
536 E Grand	\$41,880.00	\$45,900.00
2275 N Main	\$55,970.00	\$58,300.00
1946 N Martin Luther King	\$44,128.00	\$49,000.00
1037 W Wood	\$59,165.00	\$69,100.00
2164 N Water	\$56,586.00	\$61,200.00
1630 N Martin Luther King	\$57,728.00	\$58,900.00
429 S Oakland	\$51,757.00	\$55,185.00
817 W Macon	\$51,257.00	\$55,600.00
1043 W Wood	\$56,845.00	\$61,150.00
2270 N Main	\$63,120.00	\$68,100.00
924 W Wood	\$59,925.00	\$62,750.00
Total	\$598,361.00	\$645,185.00

RESOLUTION NO. R2025-

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT WITH PRECISION PRO LLC
FOR THE RESIDENTIAL EXTERIOR IMPROVEMENTS AT 2275 N. MAIN ST.**

WHEREAS, the City of Decatur (“the City”) has created a Residential Exterior Improvement Program (the “Program”) for owner occupied housing improvements; and,

WHEREAS, the Program’s eligible improvements include items such as roofing, siding, gutters, gutter guards, soffit, fascia, window wrapping, brush removal and fence repair; and,

WHEREAS, the invitation to bid was provided to those contractors that explicitly expressed interest to the Economic and Community Development Department; and,

WHEREAS, the City will expend Five Hundred Ninety-Eight Thousand Three Hundred Sixty-One and 00/100 Dollars (\$598,361.00) and a Fifteen (15) percent contingency for the improvements of eleven (11) housing units.

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

Section 1. That the Tabulation of bids received for the project located at 2275 N. Main, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Precision Pro LLC, in the amount of Fifty-Six Thousand Eight Hundred Forty-Five and 00/100 Dollars (\$56,845.00) along with a Fifteen (15) percent contingency be accepted, and an agreement awarded accordingly.

Section 3. That the City Manager or his designee be, and they are hereby, authorized and directed to execute an agreement between the City of Decatur, Illinois, and Precision Pro LLC, attached hereto as Exhibit A and made part hereof.

PRESENTED and ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this ____ day of _____ by and between Precision Pro LLC hereinafter ("Contractor,") the City of Decatur, hereinafter ("City,") Alan and Bobbie Jayne ("Owner,") for the property located at 2275 N. Main St., Decatur, Illinois.

WITNESSETH, that the Contractor, City and Owner ("Parties") for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services and in an efficient and workmanlike manner, perform and complete the scope of work which is attached hereto as Exhibit A and hereby made a part of this Agreement; all in strict accordance with the technical specifications contained therein and which form a part of this Agreement as fully as if were herein repeated. The contractor is ultimately responsible for the bid and its contents, which encompasses the entire project. This includes site familiarity, inspection and review of the write-up items, measurements, and quantities as well as those listed by all subcontractors within the bid document.

2. PRICE

The City will pay Contractor, on behalf of the Owner, the sum of Fifty-Five Thousand Nine Hundred Seventy and 00/100 Dollars (\$55,970.00). As a condition to City making any payments to Contractor, Contractor shall furnish releases or receipts from any or all persons performing work and supplying materials or services to the Contractor, or any subcontractor, for work under this Agreement.

3. PERMITS, CODES, AND INSPECTION BY CITY

The Contractor or subcontractors are responsible for obtaining all permits required to complete the work identified in the bid specification. All permits are required to be issued prior to the start of rehabilitation on the identified items and Contractor is responsible for ensuring all necessary inspections by the City are requested, made and completed.

All final inspections and approvals from the City must be completed by the time of pay request by the Contractor.

The Contractor and Owner shall provide the City with access to the property in question for the purpose of examining and inspecting the rehabilitation work performed under this Agreement upon reasonable request by the City.

4. CARE OF WORK

The Contractor shall keep the premises reasonably clean and orderly during the course of work and remove all debris at the completion of the work. Once materials or equipment have been removed and replaced as a part of the work activities specified, such items shall be property of the Contractor.

5. ASSIGNMENT OF AGREEMENT

The contractor shall not be permitted to assign this Agreement without the express written consent of the Owner and the City.

6. INDEMNIFICATION OF THE CITY OF DECATUR

The Contractor shall indemnify and save harmless, the City of Decatur, Illinois, its officers, agents and employees against any and all loss, damage, or expense that is or they sustain as a result of any action of its own or of any subcontractors, or as a result of any suits, actions or claims of any character brought on account of property damage, injury to, or death of any person or persons, including employees of subcontractors, which may arise, or alleged to arise, in connection with the fulfillment of this agreement.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the fault or negligence in connection with the execution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance whether or not the same have been covered in whole or in part by payments made by the City.

7. INSURANCE

The Contractor shall be required to obtain and maintain, for a period corresponding with the term of this agreement, contractor's bodily injury and property damage insurance sufficient to cover both existing and completed operations and products. The Contractor must also provide proof of adequate liability insurance and workers' compensation in the form of a Certificate of Insurance to the City prior to commencing work under this Agreement and must maintain such for the duration of this Agreement. The worker's compensation insurance shall cover all employed persons engaged in work under this Agreement to the full statutory limits stipulated in the Illinois Worker's Compensation Act. It shall be the Contractor's responsibility to provide or require similar insurance for each subcontractor.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:

Insurance Type	Minimum Liability Amounts
Commercial General Liabilities	
General Aggregate Minimum Limit	\$2,000,000.00
Products-completed Operations Aggregate Minimum Limit	\$2,000,000.00

Each Occurrence Minimum Limit	\$1,000,000.00
Commercial Automobile Liability	
Bodily Injury & Property Damage Minimum Limit (Each Occurrence)	\$1,000,000.00
Lead Liability Insurance (Lead Contractors)	
Lead liability insurance minimum for lead abatement operations (Each occurrence)	\$1,000,000.00

8. GUARANTEE

The Contractor shall guarantee the work performed for a period not less than 1 year from the date of final acceptance by the City and Owner of all work set forth in Exhibit A and provide maintenance information to the Owner. In addition, Contractor shall furnish to Owner all manufacturer and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.

9. INTEREST OF CERTAIN OFFICIALS

No officer, employee, or member of the governing body of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any private interest, direct or indirect, in the Agreement.

10. FEDERAL, STATE AND LOCAL REGULATIONS

The Contractor shall be required to abide by and be in compliance with all applicable federal, state, and local regulations, including equal employment opportunity requirements as set forth in Exhibit B attached hereto. Contractor must perform and comply with all City codes and ordinances.

11. NOTICE TO PROCEED

The initiation of any rehabilitation work covered by an Agreement is subject to the issuance of a Notice to Proceed signed by the Contractor and the City. The notice to proceed will be given after the 3-day Notice of Right to Cancel has expired, if not submitted by Owner.

Contractor must begin the specified work within 10 calendar days after the issuance of a duly executed notice to proceed and must satisfactorily complete the rehabilitation activities within thirty (30) days after the issuance of a Notice to Proceed.

12. PAYMENT

The partial or final payments due to the Contractor will be paid after the City receives the contractor's invoice, passed inspection reports, and all required lien waivers. 10% will be withheld from each partial payment. Line items need to be completed to receive payment.

The City and Owner must approve the payment request after work has been satisfactorily completed. It is the responsibility of the Contractor to schedule the review of the work with the Owner and the City.

The Contractor will be penalized \$50.00 per day after the construction completion date has expired if work is not complete unless approved change orders for time extensions are signed by all parties. The penalty will be subtracted from the final pay amount due to the Contractor.

13. TERMINATION OF AGREEMENT; FINISHING PROJECT

- a. The City, upon written notice to the Contractor, may terminate this Agreement prior to the completion of the Project and without prejudice to any other remedy that the City may have, upon the violation of the terms of this Agreement by the Contractor or upon the bankruptcy or insolvency of the Contractor. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the Contractor has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, by the Owner or the City, at their sole discretion.
- b. The Contractor may, upon written notice to the City, terminate this Agreement prior to the completion of the Project upon a violation of this Agreement by the City. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the City has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, at the Contractor's sole discretion.
- c. If the Agreement is terminated pursuant to this Paragraph 13, the Contractor shall be paid only for that portion of the Work completed in a satisfactory manner, as determined by Owner and City.

14. CITY'S RIGHT TO SUSPEND WORK AND/OR REMOVE CONTRACTOR FROM JOB SITE.

The City and the Contractor agree that the City retains the right to stop work at any time during the project for violation of regulations, rules or guidelines regarding worker safety, as promulgated by (i) OSHA; (ii) the U.S. or Illinois Environmental Protection agencies; (iii) the Illinois Department of Public Health; or (iv) the City of Decatur's insurer for pollution liability.

- i. The City's right to stop work shall not require prior notice from the City to the Contractor, and may be immediate, instant and without delay.
- ii. The City also retains the right, in cases of serious or repeated violation that endanger the safety of workers, the environment, surrounding properties and/or persons in the vicinity of the worksite, to stop work immediately and remove the contractor from the job site. In the event the Contractor is removed from the job site, the Contractor shall secure the property, including protecting the property and mitigating potential risks that could result in damage or loss due to theft, burglary, vandalism, fire, water, wind, or any other Act of God, and turn all keys over to the City prior to leaving the job site.
- iii. The City of Decatur also retains the right in cases of unsatisfactory work ongoing issues, to suspend work and terminate contact. Contractors will be notified and have 7 days to correct and complete work.
- iv. In instances where the City stops work and/or removes the Contractor from the job site, the City shall orally cite to the Contractor the reasons for its action. The City shall serve written notice citing the reasons personally or by certified mail, return receipt requested, within three (3) business days from the date of the City's act, unless the Contractor named in this Agreement has resumed work under this Agreement. If the Agreement is terminated pursuant to Paragraph 13, the Contractor shall be paid only for the line items which are completed in a satisfactory manner to Owner and City of the work completed, as determined by the Owner and the City.

15. MEDIATION

The City shall be the interpreter of the requirements in connection with the work and shall mediate all claims and disputes between the Owner and the Contractor regarding the work. The City's decisions shall be final and binding.

The City shall issue a written decision within five (5) days of the written notification by either the Owner or the Contractor of any dispute.

16. NOTICES.

Any Notice required by this Agreement shall be sent in writing to the following:

Contractor: Precision Pro LLC
3831 Ruby St., Unit 214
Schiller Park, IL 60176

City: City of Decatur
Grants Division
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Owner (s): Alan and Bobbie Jayne
2275 N. Main St.
Decatur, IL 62526

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date last set forth below.

Precision Pro LLC, Contractor

By: _____

Title: _____

Date: _____

Alan Jayne, Owner

Date: _____

Bobbie Jayne, Owner

Date: _____

City of Decatur, IL

By _____ Date _____
Authorized Representative

Attachments: Exhibit A

Residential Exterior Improvement Program

Housing Rehabilitation Specialist: Jarek Shafer

Work Site Proposed: 2275 N Main
Decatur Illinois 62521

Occupant: Alan Jayne
Contact: 217 – 722 – 8471 – Home

This work write-up is in accordance with the City of Decatur Standards, Local and State governmental guidelines. In accordance with Homeowner's request and Analyst findings, Contractor shall abide by the following:

Contractor shall adhere to Local City Codes, 2021 International Building Codes,

All work shall be completed with craftsmanship equivalent to industry standards. The quality of material shall be above standard and remain cost-effective for the project.

All homes are occupied and must have work performed during normal working hours agreed upon with the Homeowner.

All work environments shall be kept safe (free of any hazardous situations), clean (at all times) and habitable for occupants.

Payment of Prevailing wage is required.

SPECIFIC WORK OUTLINE

1.0 SIDING-HOUSE

Removal of existing siding field verify size. Install 8" double 4" Vinyl siding to all areas of insulation and or Tyvek to include entire house. Include all accessories of one piece outside and inside corners, j-channels, starter strips etc. Contractor is responsible for removal and disposal of existing tear out.

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Front Porch

Replace front porch decking, supports, handrails, and steps. Follow all current city building codes for the front porch.

\$ _____ Material \$ _____ Labor \$ _____ Total

3.0 Site prep – Dumpster

Trash removal

\$ _____ Material \$ _____ Labor \$ _____ Total

Optional work

TOTAL COST OF MATERIAL \$ _____

TOTAL COST OF LABOR \$ _____

TOTAL COST OF PROJECT \$ _____

TOTAL COST OF PROJECT AND OPTIONAL WORK \$ _____

Approved Signature

Contractor _____

EXHIBIT B

Equal Opportunity Provisions

The City of Decatur's Owner-Occupied Housing Rehabilitation Program does business in accordance with the Federal Fair Housing Act and Federal Equal Credit Opportunity Act. These laws state that it is illegal to discriminate against any person because of race, color, age, religion, sex, marital status, or national origin. All applicants applying for assistance will be processed within priorities and guidelines established for this program. The Grants Division will not discriminate against any person or family in the application processing, approving, or denying of a grant, or in any other terms and conditions of an Owner-Occupied Housing Rehabilitation Program grant. Any individual who believes that she/he may have been discriminated against should discuss the matter with the Grants Manager, Grants Division at (217) 424-2797 or contact: City of Decatur, Grants Division #1 Gary K. Anderson Plaza Decatur, IL 62523-1196

Residential Exterior Improvement Program	Precision Pro LLC 3831 Ruby St. Unit 214 Schiller Park, IL 60176	Gorafix, Inc. 330 Bennett Road Elk Grove Village, IL 60007
Address	Project Total Cost	Project Total Cost
536 E Grand	\$41,880.00	\$45,900.00
2275 N Main	\$55,970.00	\$58,300.00
1946 N Martin Luther King	\$44,128.00	\$49,000.00
1037 W Wood	\$59,165.00	\$69,100.00
2164 N Water	\$56,586.00	\$61,200.00
1630 N Martin Luther King	\$57,728.00	\$58,900.00
429 S Oakland	\$51,757.00	\$55,185.00
817 W Macon	\$51,257.00	\$55,600.00
1043 W Wood	\$56,845.00	\$61,150.00
2270 N Main	\$63,120.00	\$68,100.00
924 W Wood	\$59,925.00	\$62,750.00
Total	\$598,361.00	\$645,185.00

RESOLUTION NO. R2025-

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT WITH PRECISION PRO LLC FOR THE
RESIDENTIAL EXTERIOR IMPROVEMENTS AT 536 E. GRAND AVE.**

WHEREAS, the City of Decatur (“the City”) has created a Residential Exterior Improvement Program (the “Program”) for owner occupied housing improvements; and,

WHEREAS, the Program’s eligible improvements include items such as roofing, siding, gutters, gutter guards, soffit, fascia, window wrapping, brush removal and fence repair; and,

WHEREAS, the invitation to bid was provided to those contractors that explicitly expressed interest to the Economic and Community Development Department; and,

WHEREAS, the City will expend Five Hundred Ninety-Eight Thousand Three Hundred Sixty-One and 00/100 Dollars (\$598,361.00) and a Fifteen (15) percent contingency for the improvements of eleven (11) housing units.

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

Section 1. That the Tabulation of bids received for the project located at 536 E. Grand Ave., and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Precision Pro LLC, in the amount of Forty-One Thousand Eight Hundred Eighty and 00/100 Dollars (\$41,880.00) along with a Fifteen (15) percent contingency be accepted, and an agreement awarded accordingly.

Section 3. That the City Manager or his designee be, and they are hereby, authorized and directed to execute an agreement between the City of Decatur, Illinois, and Precision Pro LLC, attached hereto as Exhibit A and made part hereof.

PRESENTED and ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this ____ day of _____ by and between Precision Pro LLC hereinafter ("Contractor,") the City of Decatur, hereinafter ("City,") Walter Taylor Jr. ("Owner,") for the property located at 536 E. Grand Ave., Decatur, Illinois.

WITNESSETH, that the Contractor, City and Owner ("Parties") for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services and in an efficient and workmanlike manner, perform and complete the scope of work which is attached hereto as Exhibit A and hereby made a part of this Agreement; all in strict accordance with the technical specifications contained therein and which form a part of this Agreement as fully as if were herein repeated. The contractor is ultimately responsible for the bid and its contents, which encompasses the entire project. This includes site familiarity, inspection and review of the write-up items, measurements, and quantities as well as those listed by all subcontractors within the bid document.

2. PRICE

The City will pay Contractor, on behalf of the Owner, the sum of Forty-One Thousand Eight Hundred Eighty and 00/100 Dollars (\$41,880.00). As a condition to City making any payments to Contractor, Contractor shall furnish releases or receipts from any or all persons performing work and supplying materials or services to the Contractor, or any subcontractor, for work under this Agreement.

3. PERMITS, CODES, AND INSPECTION BY CITY

The Contractor or subcontractors are responsible for obtaining all permits required to complete the work identified in the bid specification. All permits are required to be issued prior to the start of rehabilitation on the identified items and Contractor is responsible for ensuring all necessary inspections by the City are requested, made and completed.

All final inspections and approvals from the City must be completed by the time of pay request by the Contractor.

The Contractor and Owner shall provide the City with access to the property in question for the purpose of examining and inspecting the rehabilitation work performed under this Agreement upon reasonable request by the City.

4. CARE OF WORK

The Contractor shall keep the premises reasonably clean and orderly during the course of work and remove all debris at the completion of the work. Once materials or equipment have been removed and replaced as a part of the work activities specified, such items shall be property of the Contractor.

5. ASSIGNMENT OF AGREEMENT

The contractor shall not be permitted to assign this Agreement without the express written consent of the Owner and the City.

6. INDEMNIFICATION OF THE CITY OF DECATUR

The Contractor shall indemnify and save harmless, the City of Decatur, Illinois, its officers, agents and employees against any and all loss, damage, or expense that is or they sustain as a result of any action of its own or of any subcontractors, or as a result of any suits, actions or claims of any character brought on account of property damage, injury to, or death of any person or persons, including employees of subcontractors, which may arise, or alleged to arise, in connection with the fulfillment of this agreement.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the fault or negligence in connection with the execution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance whether or not the same have been covered in whole or in part by payments made by the City.

7. INSURANCE

The Contractor shall be required to obtain and maintain, for a period corresponding with the term of this agreement, contractor's bodily injury and property damage insurance sufficient to cover both existing and completed operations and products. The Contractor must also provide proof of adequate liability insurance and workers' compensation in the form of a Certificate of Insurance to the City prior to commencing work under this Agreement and must maintain such for the duration of this Agreement. The worker's compensation insurance shall cover all employed persons engaged in work under this Agreement to the full statutory limits stipulated in the Illinois Worker's Compensation Act. It shall be the Contractor's responsibility to provide or require similar insurance for each subcontractor.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:

Insurance Type	Minimum Liability Amounts
Commercial General Liabilities	
General Aggregate Minimum Limit	\$2,000,000.00
Products-completed Operations Aggregate Minimum Limit	\$2,000,000.00

Each Occurrence Minimum Limit	\$1,000,000.00
Commercial Automobile Liability	
Bodily Injury & Property Damage Minimum Limit (Each Occurrence)	\$1,000,000.00
Lead Liability Insurance (Lead Contractors)	
Lead liability insurance minimum for lead abatement operations (Each occurrence)	\$1,000,000.00

8. GUARANTEE

The Contractor shall guarantee the work performed for a period not less than 1 year from the date of final acceptance by the City and Owner of all work set forth in Exhibit A and provide maintenance information to the Owner. In addition, Contractor shall furnish to Owner all manufacturer and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.

9. INTEREST OF CERTAIN OFFICIALS

No officer, employee, or member of the governing body of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any private interest, direct or indirect, in the Agreement.

10. FEDERAL, STATE AND LOCAL REGULATIONS

The Contractor shall be required to abide by and be in compliance with all applicable federal, state, and local regulations, including equal employment opportunity requirements as set forth in Exhibit B attached hereto. Contractor must perform and comply with all City codes and ordinances.

11. NOTICE TO PROCEED

The initiation of any rehabilitation work covered by an Agreement is subject to the issuance of a Notice to Proceed signed by the Contractor and the City. The notice to proceed will be given after the 3-day Notice of Right to Cancel has expired, if not submitted by Owner.

Contractor must begin the specified work within 10 calendar days after the issuance of a duly executed notice to proceed and must satisfactorily complete the rehabilitation activities within thirty (30) days after the issuance of a Notice to Proceed.

12. PAYMENT

The partial or final payments due to the Contractor will be paid after the City receives the contractor's invoice, passed inspection reports, and all required lien waivers. 10% will be withheld from each partial payment. Line items need to be completed to receive payment.

The City and Owner must approve the payment request after work has been satisfactorily completed. It is the responsibility of the Contractor to schedule the review of the work with the Owner and the City.

The Contractor will be penalized \$50.00 per day after the construction completion date has expired if work is not complete unless approved change orders for time extensions are signed by all parties. The penalty will be subtracted from the final pay amount due to the Contractor.

13. TERMINATION OF AGREEMENT; FINISHING PROJECT

- a. The City, upon written notice to the Contractor, may terminate this Agreement prior to the completion of the Project and without prejudice to any other remedy that the City may have, upon the violation of the terms of this Agreement by the Contractor or upon the bankruptcy or insolvency of the Contractor. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the Contractor has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, by the Owner or the City, at their sole discretion.
- b. The Contractor may, upon written notice to the City, terminate this Agreement prior to the completion of the Project upon a violation of this Agreement by the City. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the City has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, at the Contractor's sole discretion.
- c. If the Agreement is terminated pursuant to this Paragraph 13, the Contractor shall be paid only for that portion of the Work completed in a satisfactory manner, as determined by Owner and City.

14. CITY'S RIGHT TO SUSPEND WORK AND/OR REMOVE CONTRACTOR FROM JOB SITE.

The City and the Contractor agree that the City retains the right to stop work at any time during the project for violation of regulations, rules or guidelines regarding worker safety, as promulgated by (i) OSHA; (ii) the U.S. or Illinois Environmental Protection agencies; (iii) the Illinois Department of Public Health; or (iv) the City of Decatur's insurer for pollution liability.

- i. The City's right to stop work shall not require prior notice from the City to the Contractor, and may be immediate, instant and without delay.
- ii. The City also retains the right, in cases of serious or repeated violation that endanger the safety of workers, the environment, surrounding properties and/or persons in the vicinity of the worksite, to stop work immediately and remove the contractor from the job site. In the event the Contractor is removed from the job site, the Contractor shall secure the property, including protecting the property and mitigating potential risks that could result in damage or loss due to theft, burglary, vandalism, fire, water, wind, or any other Act of God, and turn all keys over to the City prior to leaving the job site.
- iii. The City of Decatur also retains the right in cases of unsatisfactory work ongoing issues, to suspend work and terminate contact. Contractors will be notified and have 7 days to correct and complete work.
- iv. In instances where the City stops work and/or removes the Contractor from the job site, the City shall orally cite to the Contractor the reasons for its action. The City shall serve written notice citing the reasons personally or by certified mail, return receipt requested, within three (3) business days from the date of the City's act, unless the Contractor named in this Agreement has resumed work under this Agreement. If the Agreement is terminated pursuant to Paragraph 13, the Contractor shall be paid only for the line items which are completed in a satisfactory manner to Owner and City of the work completed, as determined by the Owner and the City.

15. MEDIATION

The City shall be the interpreter of the requirements in connection with the work and shall mediate all claims and disputes between the Owner and the Contractor regarding the work. The City's decisions shall be final and binding.

The City shall issue a written decision within five (5) days of the written notification by either the Owner or the Contractor of any dispute.

16. NOTICES.

Any Notice required by this Agreement shall be sent in writing to the following:

Contractor: Precision Pro LLC
3831 Ruby St., Unit 214
Schiller Park, IL 60176

City: City of Decatur
Grants Division
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Owner (s): Walter Taylor Jr.
536 E. Grand Ave.
Decatur, IL 62521

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date last set forth below.

Precision Pro LLC, Contractor

By: _____

Title: _____

Date: _____

Walter Taylor Jr., Owner

_____, Owner

Date: _____

Date: _____

City of Decatur, IL

By _____ Date _____
Authorized Representative

Attachments: Exhibit A

Residential Exterior Improvement Program

Housing Rehabilitation Specialist: Jarek Shafer

Work Site Proposed: 536 E Grand
Decatur Illinois 62521

Occupant: Walter Taylor

Contact: 217 – 775 – 8184 – Home

This work write-up is in accordance with the City of Decatur Standards, Local and State governmental guidelines. In accordance with Homeowner's request and Analyst findings, Contractor shall abide by the following:

Contractor shall adhere to Local City Codes, 2021 International Building Codes,

All work shall be completed with craftsmanship equivalent to industry standards. The quality of material shall be above standard and remain cost-effective for the project.

All homes are occupied and must have work performed during normal working hours agreed upon with the Homeowner.

All work environments shall be kept safe (free of any hazardous situations), clean (at all times) and habitable for occupants.

Payment of Prevailing wage is required.

SPECIFIC WORK OUTLINE

1.0 Landscaping

Remove all overgrown landscaping bushes and trees along house and property line

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Front Porch

Replace front porch decking, supports, handrails, and steps. Follow all current city building codes for the front porch.

\$ _____ Material \$ _____ Labor \$ _____ Total

3.0 Site prep – Dumpster

Trash removal

\$ _____ Material \$ _____ Labor \$ _____ Total

Optional work

TOTAL COST OF MATERIAL \$ _____

TOTAL COST OF LABOR \$ _____

TOTAL COST OF PROJECT \$ _____

TOTAL COST OF PROJECT AND OPTIONAL WORK \$ _____

Approved Signature

Contractor _____

EXHIBIT B

Equal Opportunity Provisions

The City of Decatur's Owner-Occupied Housing Rehabilitation Program does business in accordance with the Federal Fair Housing Act and Federal Equal Credit Opportunity Act. These laws state that it is illegal to discriminate against any person because of race, color, age, religion, sex, marital status, or national origin. All applicants applying for assistance will be processed within priorities and guidelines established for this program. The Grants Division will not discriminate against any person or family in the application processing, approving, or denying of a grant, or in any other terms and conditions of an Owner-Occupied Housing Rehabilitation Program grant. Any individual who believes that she/he may have been discriminated against should discuss the matter with the Grants Manager, Grants Division at (217) 424-2797 or contact: City of Decatur, Grants Division #1 Gary K. Anderson Plaza Decatur, IL 62523-1196

Residential Exterior Improvement Program	Precision Pro LLC 3831 Ruby St. Unit 214 Schiller Park, IL 60176	Gorafix, Inc. 330 Bennett Road Elk Grove Village, IL 60007
Address	Project Total Cost	Project Total Cost
536 E Grand	\$41,880.00	\$45,900.00
2275 N Main	\$55,970.00	\$58,300.00
1946 N Martin Luther King	\$44,128.00	\$49,000.00
1037 W Wood	\$59,165.00	\$69,100.00
2164 N Water	\$56,586.00	\$61,200.00
1630 N Martin Luther King	\$57,728.00	\$58,900.00
429 S Oakland	\$51,757.00	\$55,185.00
817 W Macon	\$51,257.00	\$55,600.00
1043 W Wood	\$56,845.00	\$61,150.00
2270 N Main	\$63,120.00	\$68,100.00
924 W Wood	\$59,925.00	\$62,750.00
Total	\$598,361.00	\$645,185.00

RESOLUTION NO. R2025-

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT WITH PRECISION PRO LLC
FOR THE RESIDENTIAL EXTERIOR IMPROVEMENTS AT 1043 W. WOOD ST.**

WHEREAS, the City of Decatur (“the City”) has created a Residential Exterior Improvement Program (the “Program”) for owner occupied housing improvements; and,

WHEREAS, the Program’s eligible improvements include items such as roofing, siding, gutters, gutter guards, soffit, fascia, window wrapping, brush removal and fence repair; and,

WHEREAS, the invitation to bid was provided to those contractors that explicitly expressed interest to the Economic and Community Development Department; and,

WHEREAS, the City will expend Five Hundred Ninety-Eight Thousand Three Hundred Sixty-One and 00/100 Dollars (\$598,361.00) and a Fifteen (15) percent contingency for the improvements of eleven (11) housing units.

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

Section 1. That the Tabulation of bids received for the project located at 1043 W. Wood St., and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Precision Pro LLC, in the amount of Fifty-Six Thousand Eight Hundred Forty-Five and 00/100 Dollars (\$56,845.00) along with a Fifteen (15) percent contingency be accepted, and an agreement awarded accordingly.

Section 3. That the City Manager or his designee be, and they are hereby, authorized and directed to execute an agreement between the City of Decatur, Illinois, and Precision Pro LLC, attached hereto as Exhibit A and made part hereof.

PRESENTED and ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this ____ day of _____ by and between Precision Pro LLC hereinafter ("Contractor,") the City of Decatur, hereinafter ("City,") Melvin Williams and Janet Nielsen ("Owner,") for the property located at 1043 W. Wood St., Decatur, Illinois.

WITNESSETH, that the Contractor, City and Owner ("Parties") for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services and in an efficient and workmanlike manner, perform and complete the scope of work which is attached hereto as Exhibit A and hereby made a part of this Agreement; all in strict accordance with the technical specifications contained therein and which form a part of this Agreement as fully as if were herein repeated. The contractor is ultimately responsible for the bid and its contents, which encompasses the entire project. This includes site familiarity, inspection and review of the write-up items, measurements, and quantities as well as those listed by all subcontractors within the bid document.

2. PRICE

The City will pay Contractor, on behalf of the Owner, the sum of Fifty-Six Thousand Eight Hundred Forty-Five and 00/100 Dollars (\$56,845.00). As a condition to City making any payments to Contractor, Contractor shall furnish releases or receipts from any or all persons performing work and supplying materials or services to the Contractor, or any subcontractor, for work under this Agreement.

3. PERMITS, CODES, AND INSPECTION BY CITY

The Contractor or subcontractors are responsible for obtaining all permits required to complete the work identified in the bid specification. All permits are required to be issued prior to the start of rehabilitation on the identified items and Contractor is responsible for ensuring all necessary inspections by the City are requested, made and completed.

All final inspections and approvals from the City must be completed by the time of pay request by the Contractor.

The Contractor and Owner shall provide the City with access to the property in question for the purpose of examining and inspecting the rehabilitation work performed under this Agreement upon reasonable request by the City.

4. CARE OF WORK

The Contractor shall keep the premises reasonably clean and orderly during the course of work and remove all debris at the completion of the work. Once materials or equipment have been removed and replaced as a part of the work activities specified, such items shall be property of the Contractor.

5. ASSIGNMENT OF AGREEMENT

The contractor shall not be permitted to assign this Agreement without the express written consent of the Owner and the City.

6. INDEMNIFICATION OF THE CITY OF DECATUR

The Contractor shall indemnify and save harmless, the City of Decatur, Illinois, its officers, agents and employees against any and all loss, damage, or expense that is or they sustain as a result of any action of its own or of any subcontractors, or as a result of any suits, actions or claims of any character brought on account of property damage, injury to, or death of any person or persons, including employees of subcontractors, which may arise, or alleged to arise, in connection with the fulfillment of this agreement.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the fault or negligence in connection with the execution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance whether or not the same have been covered in whole or in part by payments made by the City.

7. INSURANCE

The Contractor shall be required to obtain and maintain, for a period corresponding with the term of this agreement, contractor's bodily injury and property damage insurance sufficient to cover both existing and completed operations and products. The Contractor must also provide proof of adequate liability insurance and workers' compensation in the form of a Certificate of Insurance to the City prior to commencing work under this Agreement and must maintain such for the duration of this Agreement. The worker's compensation insurance shall cover all employed persons engaged in work under this Agreement to the full statutory limits stipulated in the Illinois Worker's Compensation Act. It shall be the Contractor's responsibility to provide or require similar insurance for each subcontractor.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:

Insurance Type	Minimum Liability Amounts
Commercial General Liabilities	
General Aggregate Minimum Limit	\$2,000,000.00
Products-completed Operations Aggregate Minimum Limit	\$2,000,000.00

Each Occurrence Minimum Limit	\$1,000,000.00
Commercial Automobile Liability	
Bodily Injury & Property Damage Minimum Limit (Each Occurrence)	\$1,000,000.00
Lead Liability Insurance (Lead Contractors)	
Lead liability insurance minimum for lead abatement operations (Each occurrence)	\$1,000,000.00

8. GUARANTEE

The Contractor shall guarantee the work performed for a period not less than 1 year from the date of final acceptance by the City and Owner of all work set forth in Exhibit A and provide maintenance information to the Owner. In addition, Contractor shall furnish to Owner all manufacturer and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.

9. INTEREST OF CERTAIN OFFICIALS

No officer, employee, or member of the governing body of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any private interest, direct or indirect, in the Agreement.

10. FEDERAL, STATE AND LOCAL REGULATIONS

The Contractor shall be required to abide by and be in compliance with all applicable federal, state, and local regulations, including equal employment opportunity requirements as set forth in Exhibit B attached hereto. Contractor must perform and comply with all City codes and ordinances.

11. NOTICE TO PROCEED

The initiation of any rehabilitation work covered by an Agreement is subject to the issuance of a Notice to Proceed signed by the Contractor and the City. The notice to proceed will be given after the 3-day Notice of Right to Cancel has expired, if not submitted by Owner.

Contractor must begin the specified work within 10 calendar days after the issuance of a duly executed notice to proceed and must satisfactorily complete the rehabilitation activities within thirty (30) days after the issuance of a Notice to Proceed.

12. PAYMENT

The partial or final payments due to the Contractor will be paid after the City receives the contractor's invoice, passed inspection reports, and all required lien waivers. 10% will be withheld from each partial payment. Line items need to be completed to receive payment.

The City and Owner must approve the payment request after work has been satisfactorily completed. It is the responsibility of the Contractor to schedule the review of the work with the Owner and the City.

The Contractor will be penalized \$50.00 per day after the construction completion date has expired if work is not complete unless approved change orders for time extensions are signed by all parties. The penalty will be subtracted from the final pay amount due to the Contractor.

13. TERMINATION OF AGREEMENT; FINISHING PROJECT

- a. The City, upon written notice to the Contractor, may terminate this Agreement prior to the completion of the Project and without prejudice to any other remedy that the City may have, upon the violation of the terms of this Agreement by the Contractor or upon the bankruptcy or insolvency of the Contractor. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the Contractor has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, by the Owner or the City, at their sole discretion.
- b. The Contractor may, upon written notice to the City, terminate this Agreement prior to the completion of the Project upon a violation of this Agreement by the City. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the City has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, at the Contractor's sole discretion.
- c. If the Agreement is terminated pursuant to this Paragraph 13, the Contractor shall be paid only for that portion of the Work completed in a satisfactory manner, as determined by Owner and City.

14. CITY'S RIGHT TO SUSPEND WORK AND/OR REMOVE CONTRACTOR FROM JOB SITE.

The City and the Contractor agree that the City retains the right to stop work at any time during the project for violation of regulations, rules or guidelines regarding worker safety, as promulgated by (i) OSHA; (ii) the U.S. or Illinois Environmental Protection agencies; (iii) the Illinois Department of Public Health; or (iv) the City of Decatur's insurer for pollution liability.

- i. The City's right to stop work shall not require prior notice from the City to the Contractor, and may be immediate, instant and without delay.
- ii. The City also retains the right, in cases of serious or repeated violation that endanger the safety of workers, the environment, surrounding properties and/or persons in the vicinity of the worksite, to stop work immediately and remove the contractor from the job site. In the event the Contractor is removed from the job site, the Contractor shall secure the property, including protecting the property and mitigating potential risks that could result in damage or loss due to theft, burglary, vandalism, fire, water, wind, or any other Act of God, and turn all keys over to the City prior to leaving the job site.
- iii. The City of Decatur also retains the right in cases of unsatisfactory work ongoing issues, to suspend work and terminate contact. Contractors will be notified and have 7 days to correct and complete work.
- iv. In instances where the City stops work and/or removes the Contractor from the job site, the City shall orally cite to the Contractor the reasons for its action. The City shall serve written notice citing the reasons personally or by certified mail, return receipt requested, within three (3) business days from the date of the City's act, unless the Contractor named in this Agreement has resumed work under this Agreement. If the Agreement is terminated pursuant to Paragraph 13, the Contractor shall be paid only for the line items which are completed in a satisfactory manner to Owner and City of the work completed, as determined by the Owner and the City.

15. MEDIATION

The City shall be the interpreter of the requirements in connection with the work and shall mediate all claims and disputes between the Owner and the Contractor regarding the work. The City's decisions shall be final and binding.

The City shall issue a written decision within five (5) days of the written notification by either the Owner or the Contractor of any dispute.

16. NOTICES.

Any Notice required by this Agreement shall be sent in writing to the following:

Contractor: Precision Pro LLC
3831 Ruby St., Unit 214
Schiller Park, IL 60176

City: City of Decatur
Grants Division
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Owner (s): Melvin Williams and Janet Nielsen
1043 W Wood St.
Decatur, IL 62522

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date last set forth below.

Precision Pro LLC, Contractor

By: _____

Title: _____

Date: _____

Melvin Williams, Owner

Date: _____

Janet Nielsen, Owner

Date: _____

City of Decatur, IL

By _____ Date _____
Authorized Representative

Attachments: Exhibit A

Residential Exterior Improvement Program

Housing Rehabilitation Specialist: Jarek Shafer

Work Site Proposed: 1043 W Wood
Decatur Illinois 62521

Occupant: Melvin Williams
Contact: 306 – 440 – 3703 – Cell
425 – 772 – 0002 – Cell

This work write-up is in accordance with the City of Decatur Standards, Local and State governmental guidelines. In accordance with Homeowner's request and Analyst findings, Contractor shall abide by the following:

Contractor shall adhere to Local City Codes, 2021 International Building Codes,

All work shall be completed with craftsmanship equivalent to industry standards. The quality of material shall be above standard and remain cost-effective for the project.

All homes are occupied and must have work performed during normal working hours agreed upon with the Homeowner.

All work environments shall be kept safe (free of any hazardous situations), clean (at all times) and habitable for occupants.

Payment of Prevailing wage is required.

SPECIFIC WORK OUTLINE

1.0 Roof – asphalt shingles

Perform complete tear off all existing layers of roofing materials down to the sheathing. Inspect existing roof sheathing and rafters, identify deteriorating sheathing and or rafters and seek Project Manager's approval to remove them. Replacement sheathing should match existing thickness. Install ice and water barrier, drip edge, flashing. 225 LB felt (minimum)/adhesive roof underlayment and architectural shingles. Field verify. Contractor is responsible for removal and disposal of existing tear out

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Roofing – Gutters

Install 5" Seamless gutters to include 2x3 downspouts installed with a fall of 1/16" at lowest corners of each straight run. Approximately 300LF. Field verify. Install new gutter guards in all gutters.

Gutters are to include guards

Currents gutters are internal gutters

\$ _____ Material \$ _____ Labor \$ _____ Total

4.0 Site prep – Dumpster

Trash removal

\$ _____ Material \$ _____ Labor \$ _____ Total

Optional work

1.0 Roof – Sheathing

Please provide cost for full replacement of sheathing to include materials and labor.

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Soffit

Removal of existing soffit. Install new soffit to all areas of eaves and gutters to include entire perimeter house. Include all accessories of one piece outside and inside corners etc. Contractor is responsible for removal and disposal of existing tear out.

\$ _____ Material \$ _____ Labor \$ _____ Total

3.0 Fascia

Removal of existing fascia. Install new fascia to all areas of eaves and gutters to include entire perimeter house. Include all accessories of one piece outside and inside corners etc.
Contractor is responsible for removal and disposal of existing tear out.

\$ _____ Material \$ _____ Labor \$ _____ Total

TOTAL COST OF MATERIAL \$ _____

TOTAL COST OF LABOR \$ _____

TOTAL COST OF PROJECT \$ _____

TOTAL COST OF PROJECT AND OPTIONAL WORK \$ _____

Approved Signature

Contractor _____

EXHIBIT B

Equal Opportunity Provisions

The City of Decatur's Owner-Occupied Housing Rehabilitation Program does business in accordance with the Federal Fair Housing Act and Federal Equal Credit Opportunity Act. These laws state that it is illegal to discriminate against any person because of race, color, age, religion, sex, marital status, or national origin. All applicants applying for assistance will be processed within priorities and guidelines established for this program. The Grants Division will not discriminate against any person or family in the application processing, approving, or denying of a grant, or in any other terms and conditions of an Owner-Occupied Housing Rehabilitation Program grant. Any individual who believes that she/he may have been discriminated against should discuss the matter with the Grants Manager, Grants Division at (217) 424-2797 or contact: City of Decatur, Grants Division #1 Gary K. Anderson Plaza Decatur, IL 62523-1196

Residential Exterior Improvement Program	Precision Pro LLC 3831 Ruby St. Unit 214 Schiller Park, IL 60176	Gorafix, Inc. 330 Bennett Road Elk Grove Village, IL 60007
Address	Project Total Cost	Project Total Cost
536 E Grand	\$41,880.00	\$45,900.00
2275 N Main	\$55,970.00	\$58,300.00
1946 N Martin Luther King	\$44,128.00	\$49,000.00
1037 W Wood	\$59,165.00	\$69,100.00
2164 N Water	\$56,586.00	\$61,200.00
1630 N Martin Luther King	\$57,728.00	\$58,900.00
429 S Oakland	\$51,757.00	\$55,185.00
817 W Macon	\$51,257.00	\$55,600.00
1043 W Wood	\$56,845.00	\$61,150.00
2270 N Main	\$63,120.00	\$68,100.00
924 W Wood	\$59,925.00	\$62,750.00
Total	\$598,361.00	\$645,185.00

RESOLUTION NO. R2025-

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT WITH PRECISION PRO LLC
FOR THE RESIDENTIAL EXTERIOR IMPROVEMENTS
AT 1946 N. MARTIN LUTHER KING JR. DR.**

WHEREAS, the City of Decatur (“the City”) has created a Residential Exterior Improvement Program (the “Program”) for owner occupied housing improvements; and,

WHEREAS, the Program’s eligible improvements include items such as roofing, siding, gutters, gutter guards, soffit, fascia, window wrapping, brush removal and fence repair; and,

WHEREAS, the invitation to bid was provided to those contractors that explicitly expressed interest to the Economic and Community Development Department; and,

WHEREAS, the City will expend Five Hundred Ninety-Eight Thousand Three Hundred Sixty-One and 00/100 Dollars (\$598,361.00) and a Fifteen (15) percent contingency for the improvements of eleven (11) housing units.

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

Section 1. That the Tabulation of bids received for the project located at 1946 N. Martin Luther King Jr. Dr., and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Precision Pro LLC, in the amount of Forty-Four Thousand One Hundred Twenty-Eight and 00/100 Dollars (\$44,128.00) along with a Fifteen (15) percent contingency be accepted, and an agreement awarded accordingly.

Section 3. That the City Manager or his designee be, and they are hereby, authorized and directed to execute an agreement between the City of Decatur, Illinois, and Precision Pro LLC, attached hereto as Exhibit A and made part hereof.

PRESENTED and ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this ____ day of _____ by and between Precision Pro LLC hereinafter ("Contractor,") the City of Decatur, hereinafter ("City,") Rebecca Thomas ("Owner,") for the property located at 1946 N. Martin Luther King Jr. Dr., Decatur, Illinois.

WITNESSETH, that the Contractor, City and Owner ("Parties") for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services and in an efficient and workmanlike manner, perform and complete the scope of work which is attached hereto as Exhibit A and hereby made a part of this Agreement; all in strict accordance with the technical specifications contained therein and which form a part of this Agreement as fully as if were herein repeated. The contractor is ultimately responsible for the bid and its contents, which encompasses the entire project. This includes site familiarity, inspection and review of the write-up items, measurements, and quantities as well as those listed by all subcontractors within the bid document.

2. PRICE

The City will pay Contractor, on behalf of the Owner, the sum of Forty-Four Thousand One Hundred Twenty-Eight and 00/100 Dollars (\$44,128.00). As a condition to City making any payments to Contractor, Contractor shall furnish releases or receipts from any or all persons performing work and supplying materials or services to the Contractor, or any subcontractor, for work under this Agreement.

3. PERMITS, CODES, AND INSPECTION BY CITY

The Contractor or subcontractors are responsible for obtaining all permits required to complete the work identified in the bid specification. All permits are required to be issued prior to the start of rehabilitation on the identified items and Contractor is responsible for ensuring all necessary inspections by the City are requested, made and completed.

All final inspections and approvals from the City must be completed by the time of pay request by the Contractor.

The Contractor and Owner shall provide the City with access to the property in question for the purpose of examining and inspecting the rehabilitation work performed under this Agreement upon reasonable request by the City.

4. CARE OF WORK

The Contractor shall keep the premises reasonably clean and orderly during the course of work and remove all debris at the completion of the work. Once materials or equipment have been removed and replaced as a part of the work activities specified, such items shall be property of the Contractor.

5. ASSIGNMENT OF AGREEMENT

The contractor shall not be permitted to assign this Agreement without the express written consent of the Owner and the City.

6. INDEMNIFICATION OF THE CITY OF DECATUR

The Contractor shall indemnify and save harmless, the City of Decatur, Illinois, its officers, agents and employees against any and all loss, damage, or expense that is or they sustain as a result of any action of its own or of any subcontractors, or as a result of any suits, actions or claims of any character brought on account of property damage, injury to, or death of any person or persons, including employees of subcontractors, which may arise, or alleged to arise, in connection with the fulfillment of this agreement.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the fault or negligence in connection with the execution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance whether or not the same have been covered in whole or in part by payments made by the City.

7. INSURANCE

The Contractor shall be required to obtain and maintain, for a period corresponding with the term of this agreement, contractor's bodily injury and property damage insurance sufficient to cover both existing and completed operations and products. The Contractor must also provide proof of adequate liability insurance and workers' compensation in the form of a Certificate of Insurance to the City prior to commencing work under this Agreement and must maintain such for the duration of this Agreement. The worker's compensation insurance shall cover all employed persons engaged in work under this Agreement to the full statutory limits stipulated in the Illinois Worker's Compensation Act. It shall be the Contractor's responsibility to provide or require similar insurance for each subcontractor.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:

Insurance Type	Minimum Liability Amounts
Commercial General Liabilities	
General Aggregate Minimum Limit	\$2,000,000.00
Products-completed Operations Aggregate Minimum Limit	\$2,000,000.00

Each Occurrence Minimum Limit	\$1,000,000.00
Commercial Automobile Liability	
Bodily Injury & Property Damage Minimum Limit (Each Occurrence)	\$1,000,000.00
Lead Liability Insurance (Lead Contractors)	
Lead liability insurance minimum for lead abatement operations (Each occurrence)	\$1,000,000.00

8. GUARANTEE

The Contractor shall guarantee the work performed for a period not less than 1 year from the date of final acceptance by the City and Owner of all work set forth in Exhibit A and provide maintenance information to the Owner. In addition, Contractor shall furnish to Owner all manufacturer and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.

9. INTEREST OF CERTAIN OFFICIALS

No officer, employee, or member of the governing body of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any private interest, direct or indirect, in the Agreement.

10. FEDERAL, STATE AND LOCAL REGULATIONS

The Contractor shall be required to abide by and be in compliance with all applicable federal, state, and local regulations, including equal employment opportunity requirements as set forth in Exhibit B attached hereto. Contractor must perform and comply with all City codes and ordinances.

11. NOTICE TO PROCEED

The initiation of any rehabilitation work covered by an Agreement is subject to the issuance of a Notice to Proceed signed by the Contractor and the City. The notice to proceed will be given after the 3-day Notice of Right to Cancel has expired, if not submitted by Owner.

Contractor must begin the specified work within 10 calendar days after the issuance of a duly executed notice to proceed and must satisfactorily complete the rehabilitation activities within thirty (30) days after the issuance of a Notice to Proceed.

12. PAYMENT

The partial or final payments due to the Contractor will be paid after the City receives the contractor's invoice, passed inspection reports, and all required lien waivers. 10% will be withheld from each partial payment. Line items need to be completed to receive payment.

The City and Owner must approve the payment request after work has been satisfactorily completed. It is the responsibility of the Contractor to schedule the review of the work with the Owner and the City.

The Contractor will be penalized \$50.00 per day after the construction completion date has expired if work is not complete unless approved change orders for time extensions are signed by all parties. The penalty will be subtracted from the final pay amount due to the Contractor.

13. TERMINATION OF AGREEMENT; FINISHING PROJECT

- a. The City, upon written notice to the Contractor, may terminate this Agreement prior to the completion of the Project and without prejudice to any other remedy that the City may have, upon the violation of the terms of this Agreement by the Contractor or upon the bankruptcy or insolvency of the Contractor. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the Contractor has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, by the Owner or the City, at their sole discretion.
- b. The Contractor may, upon written notice to the City, terminate this Agreement prior to the completion of the Project upon a violation of this Agreement by the City. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the City has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, at the Contractor's sole discretion.
- c. If the Agreement is terminated pursuant to this Paragraph 13, the Contractor shall be paid only for that portion of the Work completed in a satisfactory manner, as determined by Owner and City.

14. CITY'S RIGHT TO SUSPEND WORK AND/OR REMOVE CONTRACTOR FROM JOB SITE.

The City and the Contractor agree that the City retains the right to stop work at any time during the project for violation of regulations, rules or guidelines regarding worker safety, as promulgated by (i) OSHA; (ii) the U.S. or Illinois Environmental Protection agencies; (iii) the Illinois Department of Public Health; or (iv) the City of Decatur's insurer for pollution liability.

- i. The City's right to stop work shall not require prior notice from the City to the Contractor, and may be immediate, instant and without delay.
- ii. The City also retains the right, in cases of serious or repeated violation that endanger the safety of workers, the environment, surrounding properties and/or persons in the vicinity of the worksite, to stop work immediately and remove the contractor from the job site. In the event the Contractor is removed from the job site, the Contractor shall secure the property, including protecting the property and mitigating potential risks that could result in damage or loss due to theft, burglary, vandalism, fire, water, wind, or any other Act of God, and turn all keys over to the City prior to leaving the job site.
- iii. The City of Decatur also retains the right in cases of unsatisfactory work ongoing issues, to suspend work and terminate contact. Contractors will be notified and have 7 days to correct and complete work.
- iv. In instances where the City stops work and/or removes the Contractor from the job site, the City shall orally cite to the Contractor the reasons for its action. The City shall serve written notice citing the reasons personally or by certified mail, return receipt requested, within three (3) business days from the date of the City's act, unless the Contractor named in this Agreement has resumed work under this Agreement. If the Agreement is terminated pursuant to Paragraph 13, the Contractor shall be paid only for the line items which are completed in a satisfactory manner to Owner and City of the work completed, as determined by the Owner and the City.

15. MEDIATION

The City shall be the interpreter of the requirements in connection with the work and shall mediate all claims and disputes between the Owner and the Contractor regarding the work. The City's decisions shall be final and binding.

The City shall issue a written decision within five (5) days of the written notification by either the Owner or the Contractor of any dispute.

16. NOTICES.

Any Notice required by this Agreement shall be sent in writing to the following:

Contractor: Precision Pro LLC
3831 Ruby St., Unit 214
Schiller Park, IL 60176

City: City of Decatur
Grants Division
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Owner (s): Rebecca Thomas
1946 N. Martin Luther King Jr. Dr.
Decatur, IL 62526

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date last set forth below.

Precision Pro LLC, Contractor

By: _____

Title: _____

Date: _____

Rebecca Thomas, Owner

_____, Owner

Date: _____

Date: _____

City of Decatur, IL

By _____ Date _____
Authorized Representative

Attachments: Exhibit A

Residential Exterior Improvement Program

Housing Rehabilitation Specialist: Jarek Shafer

Work Site Proposed: 1946 N Martin Luther King
Decatur Illinois 62521

Occupant: Rebecca Thomas

Contact: 217 – 422 – 1714 – Cell

This work write-up is in accordance with the City of Decatur Standards, Local and State governmental guidelines. In accordance with Homeowner's request and Analyst findings, Contractor shall abide by the following:

Contractor shall adhere to Local City Codes, 2021 International Building Codes,

All work shall be completed with craftsmanship equivalent to industry standards. The quality of material shall be above standard and remain cost-effective for the project.

All homes are occupied and must have work performed during normal working hours agreed upon with the Homeowner.

All work environments shall be kept safe (free of any hazardous situations), clean (at all times) and habitable for occupants.

Payment of Prevailing wage is required.

SPECIFIC WORK OUTLINE

1.0 Roofing – Gutters

Install 5" Seamless gutters to include 2x3 downspouts installed with a fall of 1/16" at lowest corners of each straight run. Approximately 300LF. Field verify. Install new gutter guards in all gutters.

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Site prep – Dumpster

Trash removal

\$ _____ Material \$ _____ Labor \$ _____ Total

Optional work

1.0 SIDING-HOUSE

Removal of existing siding field verify size. Install 8" double 4" Vinyl siding to all areas of insulation and or Tyvek to include entire house. Include all accessories of one piece outside and inside corners, j-channels, starter strips etc. Contractor is responsible for removal and disposal of existing tear out.

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Windows – Aluminum wrap

Aluminum wrap all windows, caulk and seal all joints.

\$ _____ Material \$ _____ Labor \$ _____ Total

TOTAL COST OF MATERIAL \$ _____

TOTAL COST OF LABOR \$ _____

TOTAL COST OF PROJECT \$ _____

TOTAL COST OF PROJECT AND OPTIONAL WORK \$ _____

Approved Signature

Contractor _____

EXHIBIT B

Equal Opportunity Provisions

The City of Decatur's Owner-Occupied Housing Rehabilitation Program does business in accordance with the Federal Fair Housing Act and Federal Equal Credit Opportunity Act. These laws state that it is illegal to discriminate against any person because of race, color, age, religion, sex, marital status, or national origin. All applicants applying for assistance will be processed within priorities and guidelines established for this program. The Grants Division will not discriminate against any person or family in the application processing, approving, or denying of a grant, or in any other terms and conditions of an Owner-Occupied Housing Rehabilitation Program grant. Any individual who believes that she/he may have been discriminated against should discuss the matter with the Grants Manager, Grants Division at (217) 424-2797 or contact: City of Decatur, Grants Division #1 Gary K. Anderson Plaza Decatur, IL 62523-1196

Residential Exterior Improvement Program	Precision Pro LLC 3831 Ruby St. Unit 214 Schiller Park, IL 60176	Gorafix, Inc. 330 Bennett Road Elk Grove Village, IL 60007
Address	Project Total Cost	Project Total Cost
536 E Grand	\$41,880.00	\$45,900.00
2275 N Main	\$55,970.00	\$58,300.00
1946 N Martin Luther King	\$44,128.00	\$49,000.00
1037 W Wood	\$59,165.00	\$69,100.00
2164 N Water	\$56,586.00	\$61,200.00
1630 N Martin Luther King	\$57,728.00	\$58,900.00
429 S Oakland	\$51,757.00	\$55,185.00
817 W Macon	\$51,257.00	\$55,600.00
1043 W Wood	\$56,845.00	\$61,150.00
2270 N Main	\$63,120.00	\$68,100.00
924 W Wood	\$59,925.00	\$62,750.00
Total	\$598,361.00	\$645,185.00

RESOLUTION NO. R2025-

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT WITH PRECISION PRO LLC FOR THE
RESIDENTIAL EXTERIOR IMPROVEMENTS AT 1037 W. WOOD ST.**

WHEREAS, the City of Decatur (“the City”) has created a Residential Exterior Improvement Program (the “Program”) for owner occupied housing improvements; and,

WHEREAS, the Program’s eligible improvements include items such as roofing, siding, gutters, gutter guards, soffit, fascia, window wrapping, brush removal and fence repair; and,

WHEREAS, the invitation to bid was provided to those contractors that explicitly expressed interest to the Economic and Community Development Department; and,

WHEREAS, the City will expend Five Hundred Ninety-Eight Thousand Three Hundred Sixty-One and 00/100 Dollars (\$598,361.00) and a Fifteen (15) percent contingency for the improvements of eleven (11) housing units.

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

Section 1. That the Tabulation of bids received for the project located at 1037 W. Wood St., and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Precision Pro LLC, in the amount of Fifty-Six Thousand Five Hundred Eighty-Six and 00/100 Dollars (\$56,586.00) along with a Fifteen (15) percent contingency be accepted, and an agreement awarded accordingly.

Section 3. That the City Manager or his designee be, and they are hereby, authorized and directed to execute an agreement between the City of Decatur, Illinois, and Precision Pro LLC, attached hereto as Exhibit A and made part hereof.

PRESENTED and ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this ____ day of _____ by and between Precision Pro LLC hereinafter ("Contractor,") the City of Decatur, hereinafter ("City,") Elizabeth Engler ("Owner,") for the property located at 1037 W. Wood St., Decatur, Illinois.

WITNESSETH, that the Contractor, City and Owner ("Parties") for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services and in an efficient and workmanlike manner, perform and complete the scope of work which is attached hereto as Exhibit A and hereby made a part of this Agreement; all in strict accordance with the technical specifications contained therein and which form a part of this Agreement as fully as if were herein repeated. The contractor is ultimately responsible for the bid and its contents, which encompasses the entire project. This includes site familiarity, inspection and review of the write-up items, measurements, and quantities as well as those listed by all subcontractors within the bid document.

2. PRICE

The City will pay Contractor, on behalf of the Owner, the sum of Fifty-Nine Thousand One Hundred Sixty-Five and 00/100 Dollars (\$59,165.00). As a condition to City making any payments to Contractor, Contractor shall furnish releases or receipts from any or all persons performing work and supplying materials or services to the Contractor, or any subcontractor, for work under this Agreement.

3. PERMITS, CODES, AND INSPECTION BY CITY

The Contractor or subcontractors are responsible for obtaining all permits required to complete the work identified in the bid specification. All permits are required to be issued prior to the start of rehabilitation on the identified items and Contractor is responsible for ensuring all necessary inspections by the City are requested, made and completed.

All final inspections and approvals from the City must be completed by the time of pay request by the Contractor.

The Contractor and Owner shall provide the City with access to the property in question for the purpose of examining and inspecting the rehabilitation work performed under this Agreement upon reasonable request by the City.

4. CARE OF WORK

The Contractor shall keep the premises reasonably clean and orderly during the course of work and remove all debris at the completion of the work. Once materials or equipment have been removed and replaced as a part of the work activities specified, such items shall be property of the Contractor.

5. ASSIGNMENT OF AGREEMENT

The contractor shall not be permitted to assign this Agreement without the express written consent of the Owner and the City.

6. INDEMNIFICATION OF THE CITY OF DECATUR

The Contractor shall indemnify and save harmless, the City of Decatur, Illinois, its officers, agents and employees against any and all loss, damage, or expense that is or they sustain as a result of any action of its own or of any subcontractors, or as a result of any suits, actions or claims of any character brought on account of property damage, injury to, or death of any person or persons, including employees of subcontractors, which may arise, or alleged to arise, in connection with the fulfillment of this agreement.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the fault or negligence in connection with the execution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance whether or not the same have been covered in whole or in part by payments made by the City.

7. INSURANCE

The Contractor shall be required to obtain and maintain, for a period corresponding with the term of this agreement, contractor's bodily injury and property damage insurance sufficient to cover both existing and completed operations and products. The Contractor must also provide proof of adequate liability insurance and workers' compensation in the form of a Certificate of Insurance to the City prior to commencing work under this Agreement and must maintain such for the duration of this Agreement. The worker's compensation insurance shall cover all employed persons engaged in work under this Agreement to the full statutory limits stipulated in the Illinois Worker's Compensation Act. It shall be the Contractor's responsibility to provide or require similar insurance for each subcontractor.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:

Insurance Type	Minimum Liability Amounts
Commercial General Liabilities	
General Aggregate Minimum Limit	\$2,000,000.00
Products-completed Operations Aggregate Minimum Limit	\$2,000,000.00

Each Occurrence Minimum Limit	\$1,000,000.00
Commercial Automobile Liability	
Bodily Injury & Property Damage Minimum Limit (Each Occurrence)	\$1,000,000.00
Lead Liability Insurance (Lead Contractors)	
Lead liability insurance minimum for lead abatement operations (Each occurrence)	\$1,000,000.00

8. GUARANTEE

The Contractor shall guarantee the work performed for a period not less than 1 year from the date of final acceptance by the City and Owner of all work set forth in Exhibit A and provide maintenance information to the Owner. In addition, Contractor shall furnish to Owner all manufacturer and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.

9. INTEREST OF CERTAIN OFFICIALS

No officer, employee, or member of the governing body of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any private interest, direct or indirect, in the Agreement.

10. FEDERAL, STATE AND LOCAL REGULATIONS

The Contractor shall be required to abide by and be in compliance with all applicable federal, state, and local regulations, including equal employment opportunity requirements as set forth in Exhibit B attached hereto. Contractor must perform and comply with all City codes and ordinances.

11. NOTICE TO PROCEED

The initiation of any rehabilitation work covered by an Agreement is subject to the issuance of a Notice to Proceed signed by the Contractor and the City. The notice to proceed will be given after the 3-day Notice of Right to Cancel has expired, if not submitted by Owner.

Contractor must begin the specified work within 10 calendar days after the issuance of a duly executed notice to proceed and must satisfactorily complete the rehabilitation activities within thirty (30) days after the issuance of a Notice to Proceed.

12. PAYMENT

The partial or final payments due to the Contractor will be paid after the City receives the contractor's invoice, passed inspection reports, and all required lien waivers. 10% will be withheld from each partial payment. Line items need to be completed to receive payment.

The City and Owner must approve the payment request after work has been satisfactorily completed. It is the responsibility of the Contractor to schedule the review of the work with the Owner and the City.

The Contractor will be penalized \$50.00 per day after the construction completion date has expired if work is not complete unless approved change orders for time extensions are signed by all parties. The penalty will be subtracted from the final pay amount due to the Contractor.

13. TERMINATION OF AGREEMENT; FINISHING PROJECT

- a. The City, upon written notice to the Contractor, may terminate this Agreement prior to the completion of the Project and without prejudice to any other remedy that the City may have, upon the violation of the terms of this Agreement by the Contractor or upon the bankruptcy or insolvency of the Contractor. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the Contractor has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, by the Owner or the City, at their sole discretion.
- b. The Contractor may, upon written notice to the City, terminate this Agreement prior to the completion of the Project upon a violation of this Agreement by the City. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the City has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, at the Contractor's sole discretion.
- c. If the Agreement is terminated pursuant to this Paragraph 13, the Contractor shall be paid only for that portion of the Work completed in a satisfactory manner, as determined by Owner and City.

14. CITY'S RIGHT TO SUSPEND WORK AND/OR REMOVE CONTRACTOR FROM JOB SITE.

The City and the Contractor agree that the City retains the right to stop work at any time during the project for violation of regulations, rules or guidelines regarding worker safety, as promulgated by (i) OSHA; (ii) the U.S. or Illinois Environmental Protection agencies; (iii) the Illinois Department of Public Health; or (iv) the City of Decatur's insurer for pollution liability.

- i. The City's right to stop work shall not require prior notice from the City to the Contractor, and may be immediate, instant and without delay.
- ii. The City also retains the right, in cases of serious or repeated violation that endanger the safety of workers, the environment, surrounding properties and/or persons in the vicinity of the worksite, to stop work immediately and remove the contractor from the job site. In the event the Contractor is removed from the job site, the Contractor shall secure the property, including protecting the property and mitigating potential risks that could result in damage or loss due to theft, burglary, vandalism, fire, water, wind, or any other Act of God, and turn all keys over to the City prior to leaving the job site.
- iii. The City of Decatur also retains the right in cases of unsatisfactory work ongoing issues, to suspend work and terminate contact. Contractors will be notified and have 7 days to correct and complete work.
- iv. In instances where the City stops work and/or removes the Contractor from the job site, the City shall orally cite to the Contractor the reasons for its action. The City shall serve written notice citing the reasons personally or by certified mail, return receipt requested, within three (3) business days from the date of the City's act, unless the Contractor named in this Agreement has resumed work under this Agreement. If the Agreement is terminated pursuant to Paragraph 13, the Contractor shall be paid only for the line items which are completed in a satisfactory manner to Owner and City of the work completed, as determined by the Owner and the City.

15. MEDIATION

The City shall be the interpreter of the requirements in connection with the work and shall mediate all claims and disputes between the Owner and the Contractor regarding the work. The City's decisions shall be final and binding.

The City shall issue a written decision within five (5) days of the written notification by either the Owner or the Contractor of any dispute.

16. NOTICES.

Any Notice required by this Agreement shall be sent in writing to the following:

Contractor: Precision Pro LLC
3831 Ruby St., Unit 214
Schiller Park, IL 60176

City: City of Decatur
Grants Division
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Owner (s): Elizabeth Engler
1037 W Wood St.
Decatur, IL 62522

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date last set forth below.

Precision Pro LLC, Contractor

By: _____

Title: _____

Date: _____

Elizabeth Engler, Owner

_____, Owner

Date: _____

Date: _____

City of Decatur, IL

By _____ Date _____
Authorized Representative

Attachments: Exhibit A

Residential Exterior Improvement Program

Housing Rehabilitation Specialist: Jarek Shafer

Work Site Proposed: 1037 W Wood
Decatur Illinois 62521

Occupant: Elizabeth Engler

Contact: 217 – 343 – 8443 – Cell

This work write-up is in accordance with the City of Decatur Standards, Local and State governmental guidelines. In accordance with Homeowner's request and Analyst findings, Contractor shall abide by the following:

Contractor shall adhere to Local City Codes, 2021 International Building Codes,

All work shall be completed with craftsmanship equivalent to industry standards. The quality of material shall be above standard and remain cost-effective for the project.

All homes are occupied and must have work performed during normal working hours agreed upon with the Homeowner.

All work environments shall be kept safe (free of any hazardous situations), clean (at all times) and habitable for occupants.

Payment of Prevailing wage is required.

SPECIFIC WORK OUTLINE

1.0 Roofing – Gutters

Install 5" Seamless gutters to include 2x3 downspouts installed with a fall of 1/16" at lowest corners of each straight run. Approximately 300LF. Field verify. Install new gutter guards in all gutters.

Gutters are to include guards

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Soffit and Fascia

Removal of existing soffit and fascia. Install new soffit and fascia to all areas of eaves and gutters to include entire perimeter house. Include all accessories of one piece outside and inside corners etc. Contractor is responsible for removal and disposal of existing tear out.

\$ _____ Material \$ _____ Labor \$ _____ Total

3.0 Site prep – Dumpster

Trash removal

\$ _____ Material \$ _____ Labor \$ _____ Total

Optional work

1.0 SIDING-HOUSE

Removal of existing siding field verify size. Install 8" double 4" Vinyl siding to all areas of insulation and or Tyvek to include entire house. Include all accessories of one piece outside and inside corners, j-channels, starter strips etc. Contractor is responsible for removal and disposal of existing tear out.

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Windows – Aluminum wrap

Aluminum wrap all windows, caulk and seal all joints.

\$ _____ Material \$ _____ Labor \$ _____ Total

TOTAL COST OF MATERIAL

\$ _____

TOTAL COST OF LABOR \$ _____

TOTAL COST OF PROJECT \$ _____

TOTAL COST OF PROJECT AND OPTIONAL WORK \$ _____

Approved Signature

Contractor _____

EXHIBIT B

Equal Opportunity Provisions

The City of Decatur's Owner-Occupied Housing Rehabilitation Program does business in accordance with the Federal Fair Housing Act and Federal Equal Credit Opportunity Act. These laws state that it is illegal to discriminate against any person because of race, color, age, religion, sex, marital status, or national origin. All applicants applying for assistance will be processed within priorities and guidelines established for this program. The Grants Division will not discriminate against any person or family in the application processing, approving, or denying of a grant, or in any other terms and conditions of an Owner-Occupied Housing Rehabilitation Program grant. Any individual who believes that she/he may have been discriminated against should discuss the matter with the Grants Manager, Grants Division at (217) 424-2797 or contact: City of Decatur, Grants Division #1 Gary K. Anderson Plaza Decatur, IL 62523-1196

Residential Exterior Improvement Program	Precision Pro LLC 3831 Ruby St. Unit 214 Schiller Park, IL 60176	Gorafix, Inc. 330 Bennett Road Elk Grove Village, IL 60007
Address	Project Total Cost	Project Total Cost
536 E Grand	\$41,880.00	\$45,900.00
2275 N Main	\$55,970.00	\$58,300.00
1946 N Martin Luther King	\$44,128.00	\$49,000.00
1037 W Wood	\$59,165.00	\$69,100.00
2164 N Water	\$56,586.00	\$61,200.00
1630 N Martin Luther King	\$57,728.00	\$58,900.00
429 S Oakland	\$51,757.00	\$55,185.00
817 W Macon	\$51,257.00	\$55,600.00
1043 W Wood	\$56,845.00	\$61,150.00
2270 N Main	\$63,120.00	\$68,100.00
924 W Wood	\$59,925.00	\$62,750.00
Total	\$598,361.00	\$645,185.00

RESOLUTION NO. R2025-

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT WITH PRECISION PRO LLC FOR THE
RESIDENTIAL EXTERIOR IMPROVEMENTS AT 429 S. OAKLAND AVE.**

WHEREAS, the City of Decatur (“the City”) has created a Residential Exterior Improvement Program (the “Program”) for owner occupied housing improvements; and,

WHEREAS, the Program’s eligible improvements include items such as roofing, siding, gutters, gutter guards, soffit, fascia, window wrapping, brush removal and fence repair; and,

WHEREAS, the invitation to bid was provided to those contractors that explicitly expressed interest to the Economic and Community Development Department; and,

WHEREAS, the City will expend Five Hundred Ninety-Eight Thousand Three Hundred Sixty-One and 00/100 Dollars (\$598,361.00) and a Fifteen (15) percent contingency for the improvements of eleven (11) housing units.

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

Section 1. That the Tabulation of bids received for the project located at 429 S. Oakland Ave., and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Precision Pro LLC, in the amount of Fifty-One Thousand Seven Hundred Fifty-Seven and 00/100 Dollars (\$51,757.00) along with a Fifteen (15) percent contingency be accepted, and an agreement awarded accordingly.

Section 3. That the City Manager or his designee be, and they are hereby, authorized and directed to execute an agreement between the City of Decatur, Illinois, and Precision Pro LLC, attached hereto as Exhibit A and made part hereof.

PRESENTED and ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this ____ day of _____ by and between Precision Pro LLC hereinafter ("Contractor,") the City of Decatur, hereinafter ("City,") Eldridge and Willie Bessie Taylor ("Owner,") for the property located at 429 S. Oakland St., Decatur, Illinois.

WITNESSETH, that the Contractor, City and Owner ("Parties") for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services and in an efficient and workmanlike manner, perform and complete the scope of work which is attached hereto as Exhibit A and hereby made a part of this Agreement; all in strict accordance with the technical specifications contained therein and which form a part of this Agreement as fully as if were herein repeated. The contractor is ultimately responsible for the bid and its contents, which encompasses the entire project. This includes site familiarity, inspection and review of the write-up items, measurements, and quantities as well as those listed by all subcontractors within the bid document.

2. PRICE

The City will pay Contractor, on behalf of the Owner, the sum of Fifty-One Thousand Seven Hundred Fifty-Seven and 00/100 Dollars (\$51,757.00). As a condition to City making any payments to Contractor, Contractor shall furnish releases or receipts from any or all persons performing work and supplying materials or services to the Contractor, or any subcontractor, for work under this Agreement.

3. PERMITS, CODES, AND INSPECTION BY CITY

The Contractor or subcontractors are responsible for obtaining all permits required to complete the work identified in the bid specification. All permits are required to be issued prior to the start of rehabilitation on the identified items and Contractor is responsible for ensuring all necessary inspections by the City are requested, made and completed.

All final inspections and approvals from the City must be completed by the time of pay request by the Contractor.

The Contractor and Owner shall provide the City with access to the property in question for the purpose of examining and inspecting the rehabilitation work performed under this Agreement upon reasonable request by the City.

4. CARE OF WORK

The Contractor shall keep the premises reasonably clean and orderly during the course of work and remove all debris at the completion of the work. Once materials or equipment have been removed and replaced as a part of the work activities specified, such items shall be property of the Contractor.

5. ASSIGNMENT OF AGREEMENT

The contractor shall not be permitted to assign this Agreement without the express written consent of the Owner and the City.

6. INDEMNIFICATION OF THE CITY OF DECATUR

The Contractor shall indemnify and save harmless, the City of Decatur, Illinois, its officers, agents and employees against any and all loss, damage, or expense that is or they sustain as a result of any action of its own or of any subcontractors, or as a result of any suits, actions or claims of any character brought on account of property damage, injury to, or death of any person or persons, including employees of subcontractors, which may arise, or alleged to arise, in connection with the fulfillment of this agreement.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the fault or negligence in connection with the execution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance whether or not the same have been covered in whole or in part by payments made by the City.

7. INSURANCE

The Contractor shall be required to obtain and maintain, for a period corresponding with the term of this agreement, contractor's bodily injury and property damage insurance sufficient to cover both existing and completed operations and products. The Contractor must also provide proof of adequate liability insurance and workers' compensation in the form of a Certificate of Insurance to the City prior to commencing work under this Agreement and must maintain such for the duration of this Agreement. The worker's compensation insurance shall cover all employed persons engaged in work under this Agreement to the full statutory limits stipulated in the Illinois Worker's Compensation Act. It shall be the Contractor's responsibility to provide or require similar insurance for each subcontractor.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:

Insurance Type	Minimum Liability Amounts
Commercial General Liabilities	
General Aggregate Minimum Limit	\$2,000,000.00
Products-completed Operations Aggregate Minimum Limit	\$2,000,000.00

Each Occurrence Minimum Limit	\$1,000,000.00
Commercial Automobile Liability	
Bodily Injury & Property Damage Minimum Limit (Each Occurrence)	\$1,000,000.00
Lead Liability Insurance (Lead Contractors)	
Lead liability insurance minimum for lead abatement operations (Each occurrence)	\$1,000,000.00

8. GUARANTEE

The Contractor shall guarantee the work performed for a period not less than 1 year from the date of final acceptance by the City and Owner of all work set forth in Exhibit A and provide maintenance information to the Owner. In addition, Contractor shall furnish to Owner all manufacturer and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.

9. INTEREST OF CERTAIN OFFICIALS

No officer, employee, or member of the governing body of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any private interest, direct or indirect, in the Agreement.

10. FEDERAL, STATE AND LOCAL REGULATIONS

The Contractor shall be required to abide by and be in compliance with all applicable federal, state, and local regulations, including equal employment opportunity requirements as set forth in Exhibit B attached hereto. Contractor must perform and comply with all City codes and ordinances.

11. NOTICE TO PROCEED

The initiation of any rehabilitation work covered by an Agreement is subject to the issuance of a Notice to Proceed signed by the Contractor and the City. The notice to proceed will be given after the 3-day Notice of Right to Cancel has expired, if not submitted by Owner.

Contractor must begin the specified work within 10 calendar days after the issuance of a duly executed notice to proceed and must satisfactorily complete the rehabilitation activities within thirty (30) days after the issuance of a Notice to Proceed.

12. PAYMENT

The partial or final payments due to the Contractor will be paid after the City receives the contractor's invoice, passed inspection reports, and all required lien waivers. 10% will be withheld from each partial payment. Line items need to be completed to receive payment.

The City and Owner must approve the payment request after work has been satisfactorily completed. It is the responsibility of the Contractor to schedule the review of the work with the Owner and the City.

The Contractor will be penalized \$50.00 per day after the construction completion date has expired if work is not complete unless approved change orders for time extensions are signed by all parties. The penalty will be subtracted from the final pay amount due to the Contractor.

13. TERMINATION OF AGREEMENT; FINISHING PROJECT

- a. The City, upon written notice to the Contractor, may terminate this Agreement prior to the completion of the Project and without prejudice to any other remedy that the City may have, upon the violation of the terms of this Agreement by the Contractor or upon the bankruptcy or insolvency of the Contractor. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the Contractor has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, by the Owner or the City, at their sole discretion.
- b. The Contractor may, upon written notice to the City, terminate this Agreement prior to the completion of the Project upon a violation of this Agreement by the City. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the City has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, at the Contractor's sole discretion.
- c. If the Agreement is terminated pursuant to this Paragraph 13, the Contractor shall be paid only for that portion of the Work completed in a satisfactory manner, as determined by Owner and City.

14. CITY'S RIGHT TO SUSPEND WORK AND/OR REMOVE CONTRACTOR FROM JOB SITE.

The City and the Contractor agree that the City retains the right to stop work at any time during the project for violation of regulations, rules or guidelines regarding worker safety, as promulgated by (i) OSHA; (ii) the U.S. or Illinois Environmental Protection agencies; (iii) the Illinois Department of Public Health; or (iv) the City of Decatur's insurer for pollution liability.

- i. The City's right to stop work shall not require prior notice from the City to the Contractor, and may be immediate, instant and without delay.
- ii. The City also retains the right, in cases of serious or repeated violation that endanger the safety of workers, the environment, surrounding properties and/or persons in the vicinity of the worksite, to stop work immediately and remove the contractor from the job site. In the event the Contractor is removed from the job site, the Contractor shall secure the property, including protecting the property and mitigating potential risks that could result in damage or loss due to theft, burglary, vandalism, fire, water, wind, or any other Act of God, and turn all keys over to the City prior to leaving the job site.
- iii. The City of Decatur also retains the right in cases of unsatisfactory work ongoing issues, to suspend work and terminate contact. Contractors will be notified and have 7 days to correct and complete work.
- iv. In instances where the City stops work and/or removes the Contractor from the job site, the City shall orally cite to the Contractor the reasons for its action. The City shall serve written notice citing the reasons personally or by certified mail, return receipt requested, within three (3) business days from the date of the City's act, unless the Contractor named in this Agreement has resumed work under this Agreement. If the Agreement is terminated pursuant to Paragraph 13, the Contractor shall be paid only for the line items which are completed in a satisfactory manner to Owner and City of the work completed, as determined by the Owner and the City.

15. MEDIATION

The City shall be the interpreter of the requirements in connection with the work and shall mediate all claims and disputes between the Owner and the Contractor regarding the work. The City's decisions shall be final and binding.

The City shall issue a written decision within five (5) days of the written notification by either the Owner or the Contractor of any dispute.

16. NOTICES.

Any Notice required by this Agreement shall be sent in writing to the following:

Contractor: Precision Pro LLC
3831 Ruby St., Unit 214
Schiller Park, IL 60176

City: City of Decatur
Grants Division
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Owner (s): Eldridge & Willie Bessie Taylor
429 S. Oakland Ave.
Decatur, IL 62522

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date last set forth below.

Precision Pro LLC, Contractor

By: _____

Title: _____

Date: _____

Eldridge Taylor, Owner

Date: _____
City of Decatur, IL

Willie Bessie Taylor, Owner

Date: _____

By _____ Date _____
Authorized Representative

Attachments: Exhibit A

Residential Exterior Improvement Program

Housing Rehabilitation Specialist: Jarek Shafer

Work Site Proposed: 429 S Oakland
Decatur Illinois 62521

Occupant: Bessie & Eldridge Taylor
Contact: 217 – 330 – 2051 – Bessie
217 – 433 – 6706 – Eldridge

This work write-up is in accordance with the City of Decatur Standards, Local and State governmental guidelines. In accordance with Homeowner's request and Analyst findings, Contractor shall abide by the following:

Contractor shall adhere to Local City Codes, 2021 International Building Codes,

All work shall be completed with craftsmanship equivalent to industry standards. The quality of material shall be above standard and remain cost-effective for the project.

All homes are occupied and must have work performed during normal working hours agreed upon with the Homeowner.

All work environments shall be kept safe (free of any hazardous situations), clean (at all times) and habitable for occupants.

Payment of Prevailing wage is required.

SPECIFIC WORK OUTLINE

1.0 Roof – asphalt shingles

Perform complete tear off all existing layers of roofing materials down to the sheathing. Inspect existing roof sheathing and rafters, identify deteriorating sheathing and or rafters and seek Project Manager's approval to remove them. Replacement sheathing should match existing thickness. Install ice and water barrier, drip edge, flashing. 225 LB felt (minimum)/adhesive roof underlayment and architectural shingles. Field verify. Contractor is responsible for removal and disposal of existing tear out

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Roofing – Gutters

Install 5" Seamless gutters to include 2x3 downspouts installed with a fall of 1/16" at lowest corners of each straight run. Approximately 300LF. Field verify. Install new gutter guards in all gutters.

Gutters are to include guards

\$ _____ Material \$ _____ Labor \$ _____ Total

3.0 Soffit and Fascia

Removal of existing soffit and fascia. Install new soffit and fascia to all areas of eaves and gutters to include entire perimeter house. Include all accessories of one piece outside and inside corners etc. Contractor is responsible for removal and disposal of existing tear out.

\$ _____ Material \$ _____ Labor \$ _____ Total

4.0 Site prep – Dumpster

Trash removal

\$ _____ Material \$ _____ Labor \$ _____ Total

Optional work

1.0 Tuck pointing

Address any areas of exterior brick work that needs tuck pointing repairs

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Front Porch

Replace front porch decking. Follow all current city building codes for the front porch.

\$ _____ Material \$ _____ Labor \$ _____ Total

3.0 Windows – Aluminum wrap

Aluminum wrap all windows, caulk and seal all joints.

\$ _____ Material \$ _____ Labor \$ _____ Total

4.0 Roof – Sheathing

Please provide cost for full replacement of sheathing to include materials and labor.

\$ _____ Material \$ _____ Labor \$ _____ Total

TOTAL COST OF MATERIAL \$ _____

TOTAL COST OF LABOR \$ _____

TOTAL COST OF PROJECT \$ _____

TOTAL COST OF PROJECT AND OPTIONAL WORK \$ _____

Approved Signature

Contractor _____

EXHIBIT B

Equal Opportunity Provisions

The City of Decatur's Owner-Occupied Housing Rehabilitation Program does business in accordance with the Federal Fair Housing Act and Federal Equal Credit Opportunity Act. These laws state that it is illegal to discriminate against any person because of race, color, age, religion, sex, marital status, or national origin. All applicants applying for assistance will be processed within priorities and guidelines established for this program. The Grants Division will not discriminate against any person or family in the application processing, approving, or denying of a grant, or in any other terms and conditions of an Owner-Occupied Housing Rehabilitation Program grant. Any individual who believes that she/he may have been discriminated against should discuss the matter with the Grants Manager, Grants Division at (217) 424-2797 or contact: City of Decatur, Grants Division #1 Gary K. Anderson Plaza Decatur, IL 62523-1196

Residential Exterior Improvement Program	Precision Pro LLC 3831 Ruby St. Unit 214 Schiller Park, IL 60176	Gorafix, Inc. 330 Bennett Road Elk Grove Village, IL 60007
Address	Project Total Cost	Project Total Cost
536 E Grand	\$41,880.00	\$45,900.00
2275 N Main	\$55,970.00	\$58,300.00
1946 N Martin Luther King	\$44,128.00	\$49,000.00
1037 W Wood	\$59,165.00	\$69,100.00
2164 N Water	\$56,586.00	\$61,200.00
1630 N Martin Luther King	\$57,728.00	\$58,900.00
429 S Oakland	\$51,757.00	\$55,185.00
817 W Macon	\$51,257.00	\$55,600.00
1043 W Wood	\$56,845.00	\$61,150.00
2270 N Main	\$63,120.00	\$68,100.00
924 W Wood	\$59,925.00	\$62,750.00
Total	\$598,361.00	\$645,185.00

RESOLUTION NO. R2025-

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT WITH PRECISION PRO LLC
FOR THE RESIDENTIAL EXTERIOR IMPROVEMENTS
AT 1630 N. MARTIN LUTHER KING JR. DR.**

WHEREAS, the City of Decatur (“the City”) has created a Residential Exterior Improvement Program (the “Program”) for owner occupied housing improvements; and,

WHEREAS, the Program’s eligible improvements include items such as roofing, siding, gutters, gutter guards, soffit, fascia, window wrapping, brush removal and fence repair; and,

WHEREAS, the invitation to bid was provided to those contractors that explicitly expressed interest to the Economic and Community Development Department; and,

WHEREAS, the City will expend Five Hundred Ninety-Eight Thousand Three Hundred Sixty-One and 00/100 Dollars (\$598,361.00) and a Fifteen (15) percent contingency for the improvements of eleven (11) housing units.

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

Section 1. That the Tabulation of bids received for the project located at 1630 N. Martin Luther King Jr. Dr., and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Precision Pro LLC, in the amount of Fifty-Seven Thousand Seven Hundred Twenty-Eight and 00/100 Dollars (\$57,728.00) along with a Fifteen (15) percent contingency be accepted, and an agreement awarded accordingly.

Section 3. That the City Manager or his designee be, and they are hereby, authorized and directed to execute an agreement between the City of Decatur, Illinois, and Precision Pro LLC, attached hereto as Exhibit A and made part hereof.

PRESENTED and ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this ____ day of _____ by and between Precision Pro LLC hereinafter ("Contractor,") the City of Decatur, hereinafter ("City,") Larry Farmer ("Owner,") for the property located at 1630 N. Martin Luther King Jr. Dr., Decatur, Illinois.

WITNESSETH, that the Contractor, City and Owner ("Parties") for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services and in an efficient and workmanlike manner, perform and complete the scope of work which is attached hereto as Exhibit A and hereby made a part of this Agreement; all in strict accordance with the technical specifications contained therein and which form a part of this Agreement as fully as if were herein repeated. The contractor is ultimately responsible for the bid and its contents, which encompasses the entire project. This includes site familiarity, inspection and review of the write-up items, measurements, and quantities as well as those listed by all subcontractors within the bid document.

2. PRICE

The City will pay Contractor, on behalf of the Owner, the sum of Fifty-Seven Thousand Seven Hundred Twenty-Eight and 00/100 Dollars (\$57,728.00). As a condition to City making any payments to Contractor, Contractor shall furnish releases or receipts from any or all persons performing work and supplying materials or services to the Contractor, or any subcontractor, for work under this Agreement.

3. PERMITS, CODES, AND INSPECTION BY CITY

The Contractor or subcontractors are responsible for obtaining all permits required to complete the work identified in the bid specification. All permits are required to be issued prior to the start of rehabilitation on the identified items and Contractor is responsible for ensuring all necessary inspections by the City are requested, made and completed.

All final inspections and approvals from the City must be completed by the time of pay request by the Contractor.

The Contractor and Owner shall provide the City with access to the property in question for the purpose of examining and inspecting the rehabilitation work performed under this Agreement upon reasonable request by the City.

4. CARE OF WORK

The Contractor shall keep the premises reasonably clean and orderly during the course of work and remove all debris at the completion of the work. Once materials or equipment have been removed and replaced as a part of the work activities specified, such items shall be property of the Contractor.

5. ASSIGNMENT OF AGREEMENT

The contractor shall not be permitted to assign this Agreement without the express written consent of the Owner and the City.

6. INDEMNIFICATION OF THE CITY OF DECATUR

The Contractor shall indemnify and save harmless, the City of Decatur, Illinois, its officers, agents and employees against any and all loss, damage, or expense that is or they sustain as a result of any action of its own or of any subcontractors, or as a result of any suits, actions or claims of any character brought on account of property damage, injury to, or death of any person or persons, including employees of subcontractors, which may arise, or alleged to arise, in connection with the fulfillment of this agreement.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the fault or negligence in connection with the execution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance whether or not the same have been covered in whole or in part by payments made by the City.

7. INSURANCE

The Contractor shall be required to obtain and maintain, for a period corresponding with the term of this agreement, contractor's bodily injury and property damage insurance sufficient to cover both existing and completed operations and products. The Contractor must also provide proof of adequate liability insurance and workers' compensation in the form of a Certificate of Insurance to the City prior to commencing work under this Agreement and must maintain such for the duration of this Agreement. The worker's compensation insurance shall cover all employed persons engaged in work under this Agreement to the full statutory limits stipulated in the Illinois Worker's Compensation Act. It shall be the Contractor's responsibility to provide or require similar insurance for each subcontractor.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:

Insurance Type	Minimum Liability Amounts
Commercial General Liabilities	
General Aggregate Minimum Limit	\$2,000,000.00
Products-completed Operations Aggregate Minimum Limit	\$2,000,000.00

Each Occurrence Minimum Limit	\$1,000,000.00
Commercial Automobile Liability	
Bodily Injury & Property Damage Minimum Limit (Each Occurrence)	\$1,000,000.00
Lead Liability Insurance (Lead Contractors)	
Lead liability insurance minimum for lead abatement operations (Each occurrence)	\$1,000,000.00

8. GUARANTEE

The Contractor shall guarantee the work performed for a period not less than 1 year from the date of final acceptance by the City and Owner of all work set forth in Exhibit A and provide maintenance information to the Owner. In addition, Contractor shall furnish to Owner all manufacturer and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.

9. INTEREST OF CERTAIN OFFICIALS

No officer, employee, or member of the governing body of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any private interest, direct or indirect, in the Agreement.

10. FEDERAL, STATE AND LOCAL REGULATIONS

The Contractor shall be required to abide by and be in compliance with all applicable federal, state, and local regulations, including equal employment opportunity requirements as set forth in Exhibit B attached hereto. Contractor must perform and comply with all City codes and ordinances.

11. NOTICE TO PROCEED

The initiation of any rehabilitation work covered by an Agreement is subject to the issuance of a Notice to Proceed signed by the Contractor and the City. The notice to proceed will be given after the 3-day Notice of Right to Cancel has expired, if not submitted by Owner.

Contractor must begin the specified work within 10 calendar days after the issuance of a duly executed notice to proceed and must satisfactorily complete the rehabilitation activities within thirty (30) days after the issuance of a Notice to Proceed.

12. PAYMENT

The partial or final payments due to the Contractor will be paid after the City receives the contractor's invoice, passed inspection reports, and all required lien waivers. 10% will be withheld from each partial payment. Line items need to be completed to receive payment.

The City and Owner must approve the payment request after work has been satisfactorily completed. It is the responsibility of the Contractor to schedule the review of the work with the Owner and the City.

The Contractor will be penalized \$50.00 per day after the construction completion date has expired if work is not complete unless approved change orders for time extensions are signed by all parties. The penalty will be subtracted from the final pay amount due to the Contractor.

13. TERMINATION OF AGREEMENT; FINISHING PROJECT

- a. The City, upon written notice to the Contractor, may terminate this Agreement prior to the completion of the Project and without prejudice to any other remedy that the City may have, upon the violation of the terms of this Agreement by the Contractor or upon the bankruptcy or insolvency of the Contractor. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the Contractor has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, by the Owner or the City, at their sole discretion.
- b. The Contractor may, upon written notice to the City, terminate this Agreement prior to the completion of the Project upon a violation of this Agreement by the City. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the City has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, at the Contractor's sole discretion.
- c. If the Agreement is terminated pursuant to this Paragraph 13, the Contractor shall be paid only for that portion of the Work completed in a satisfactory manner, as determined by Owner and City.

14. CITY'S RIGHT TO SUSPEND WORK AND/OR REMOVE CONTRACTOR FROM JOB SITE.

The City and the Contractor agree that the City retains the right to stop work at any time during the project for violation of regulations, rules or guidelines regarding worker safety, as promulgated by (i) OSHA; (ii) the U.S. or Illinois Environmental Protection agencies; (iii) the Illinois Department of Public Health; or (iv) the City of Decatur's insurer for pollution liability.

- i. The City's right to stop work shall not require prior notice from the City to the Contractor, and may be immediate, instant and without delay.
- ii. The City also retains the right, in cases of serious or repeated violation that endanger the safety of workers, the environment, surrounding properties and/or persons in the vicinity of the worksite, to stop work immediately and remove the contractor from the job site. In the event the Contractor is removed from the job site, the Contractor shall secure the property, including protecting the property and mitigating potential risks that could result in damage or loss due to theft, burglary, vandalism, fire, water, wind, or any other Act of God, and turn all keys over to the City prior to leaving the job site.
- iii. The City of Decatur also retains the right in cases of unsatisfactory work ongoing issues, to suspend work and terminate contact. Contractors will be notified and have 7 days to correct and complete work.
- iv. In instances where the City stops work and/or removes the Contractor from the job site, the City shall orally cite to the Contractor the reasons for its action. The City shall serve written notice citing the reasons personally or by certified mail, return receipt requested, within three (3) business days from the date of the City's act, unless the Contractor named in this Agreement has resumed work under this Agreement. If the Agreement is terminated pursuant to Paragraph 13, the Contractor shall be paid only for the line items which are completed in a satisfactory manner to Owner and City of the work completed, as determined by the Owner and the City.

15. MEDIATION

The City shall be the interpreter of the requirements in connection with the work and shall mediate all claims and disputes between the Owner and the Contractor regarding the work. The City's decisions shall be final and binding.

The City shall issue a written decision within five (5) days of the written notification by either the Owner or the Contractor of any dispute.

16. NOTICES.

Any Notice required by this Agreement shall be sent in writing to the following:

Contractor: Precision Pro LLC
3831 Ruby St., Unit 214
Schiller Park, IL 60176

City: City of Decatur
Grants Division
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Owner (s): Larry Farmer
1630 N. Martin Luther King Jr. Dr.
Decatur, IL 62526

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date last set forth below.

Precision Pro LLC, Contractor

By: _____

Title: _____

Date: _____

Larry Farmer, Owner

_____, Owner

Date: _____

Date: _____

City of Decatur, IL

By _____ Date _____
Authorized Representative

Attachments: Exhibit A

Residential Exterior Improvement Program

Housing Rehabilitation Specialist: Jarek Shafer

Work Site Proposed: 1630 N Martin Luther King
Decatur Illinois 62521

Occupant: Larry Farmer

Contact: 217 – 413 – 1170 – Cell

This work write-up is in accordance with the City of Decatur Standards, Local and State governmental guidelines. In accordance with Homeowner's request and Analyst findings, Contractor shall abide by the following:

Contractor shall adhere to Local City Codes, 2021 International Building Codes,

All work shall be completed with craftsmanship equivalent to industry standards. The quality of material shall be above standard and remain cost-effective for the project.

All homes are occupied and must have work performed during normal working hours agreed upon with the Homeowner.

All work environments shall be kept safe (free of any hazardous situations), clean (at all times) and habitable for occupants.

Payment of Prevailing wage is required.

SPECIFIC WORK OUTLINE

1.0 Roof – asphalt shingles

Perform complete tear off all existing layers of roofing materials down to the sheathing. Inspect existing roof sheathing and rafters, identify deteriorating sheathing and or rafters and seek Project Manager's approval to remove them. Replacement sheathing should match existing thickness. Install ice and water barrier, drip edge, flashing. 225 LB felt (minimum)/adhesive roof underlayment and architectural shingles. Field verify. Contractor is responsible for removal and disposal of existing tear out

Remove chimney
Include Sheathing on roof bid

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Roofing – Gutters

Install 5" Seamless gutters to include 2x3 downspouts installed with a fall of 1/16" at lowest corners of each straight run. Approximately 300LF. Field verify. Install new gutter guards in all gutters.

Gutters are to include guards

\$ _____ Material \$ _____ Labor \$ _____ Total

4.0 Site prep – Dumpster

Trash removal

\$ _____ Material \$ _____ Labor \$ _____ Total

Optional work

1.0 SIDING-HOUSE

Removal of existing siding field verify size. Install 8" double 4" Vinyl siding to all areas of insulation and or Tyvek to include entire house. Include all accessories of one piece outside and inside corners, j-channels, starter strips etc. Contractor is responsible for removal and disposal of existing tear out.

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Windows – Aluminum wrap

Aluminum wrap all windows, caulk and seal all joints.

\$ _____ Material \$ _____ Labor \$ _____ Total

5.0 Soffit

Removal of existing soffit. Install new soffit to all areas of eaves and gutters to include entire perimeter house. Include all accessories of one piece outside and inside corners etc. Contractor is responsible for removal and disposal of existing tear out.

\$ _____ Material \$ _____ Labor \$ _____ Total

6.0 Fascia

Removal of existing fascia. Install new fascia to all areas of eaves and gutters to include entire perimeter house. Include all accessories of one piece outside and inside corners etc. Contractor is responsible for removal and disposal of existing tear out.

\$ _____ Material \$ _____ Labor \$ _____ Total

TOTAL COST OF MATERIAL \$ _____

TOTAL COST OF LABOR \$ _____

TOTAL COST OF PROJECT \$ _____

TOTAL COST OF PROJECT AND OPTIONAL WORK \$ _____

Approved Signature

Contractor _____

EXHIBIT B

Equal Opportunity Provisions

The City of Decatur's Owner-Occupied Housing Rehabilitation Program does business in accordance with the Federal Fair Housing Act and Federal Equal Credit Opportunity Act. These laws state that it is illegal to discriminate against any person because of race, color, age, religion, sex, marital status, or national origin. All applicants applying for assistance will be processed within priorities and guidelines established for this program. The Grants Division will not discriminate against any person or family in the application processing, approving, or denying of a grant, or in any other terms and conditions of an Owner-Occupied Housing Rehabilitation Program grant. Any individual who believes that she/he may have been discriminated against should discuss the matter with the Grants Manager, Grants Division at (217) 424-2797 or contact: City of Decatur, Grants Division #1 Gary K. Anderson Plaza Decatur, IL 62523-1196

Residential Exterior Improvement Program	Precision Pro LLC 3831 Ruby St. Unit 214 Schiller Park, IL 60176	Gorafix, Inc. 330 Bennett Road Elk Grove Village, IL 60007
Address	Project Total Cost	Project Total Cost
536 E Grand	\$41,880.00	\$45,900.00
2275 N Main	\$55,970.00	\$58,300.00
1946 N Martin Luther King	\$44,128.00	\$49,000.00
1037 W Wood	\$59,165.00	\$69,100.00
2164 N Water	\$56,586.00	\$61,200.00
1630 N Martin Luther King	\$57,728.00	\$58,900.00
429 S Oakland	\$51,757.00	\$55,185.00
817 W Macon	\$51,257.00	\$55,600.00
1043 W Wood	\$56,845.00	\$61,150.00
2270 N Main	\$63,120.00	\$68,100.00
924 W Wood	\$59,925.00	\$62,750.00
Total	\$598,361.00	\$645,185.00

RESOLUTION NO. R2025-

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT WITH PRECISION PRO LLC FOR THE
RESIDENTIAL EXTERIOR IMPROVEMENTS AT 2270 N. MAIN ST.**

WHEREAS, the City of Decatur (“the City”) has created a Residential Exterior Improvement Program (the “Program”) for owner occupied housing improvements; and,

WHEREAS, the Program’s eligible improvements include items such as roofing, siding, gutters, gutter guards, soffit, fascia, window wrapping, brush removal and fence repair; and,

WHEREAS, the invitation to bid was provided to those contractors that explicitly expressed interest to the Economic and Community Development Department; and,

WHEREAS, the City will expend Five Hundred Ninety-Eight Thousand Three Hundred Sixty-One and 00/100 Dollars (\$598,361.00) and a Fifteen (15) percent contingency for the improvements of eleven (11) housing units.

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

Section 1. That the Tabulation of bids received for the project located at 2270 N. Main St., and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Precision Pro LLC, in the amount of Sixty-Three Thousand One Hundred Twenty and 00/100 Dollars (\$63,120.00) along with a Fifteen (15) percent contingency be accepted, and an agreement awarded accordingly.

Section 3. That the City Manager or his designee be, and they are hereby, authorized and directed to execute an agreement between the City of Decatur, Illinois, and Precision Pro LLC, attached hereto as Exhibit A and made part hereof.

PRESENTED and ADOPTED this 15th day of September, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this ____ day of _____ by and between Precision Pro LLC hereinafter ("Contractor,") the City of Decatur, hereinafter ("City,") Rick and Dianne Cox ("Owner,") for the property located at 2270 N. Main St., Decatur, Illinois.

WITNESSETH, that the Contractor, City and Owner ("Parties") for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services and in an efficient and workmanlike manner, perform and complete the scope of work which is attached hereto as Exhibit A and hereby made a part of this Agreement; all in strict accordance with the technical specifications contained therein and which form a part of this Agreement as fully as if were herein repeated. The contractor is ultimately responsible for the bid and its contents, which encompasses the entire project. This includes site familiarity, inspection and review of the write-up items, measurements, and quantities as well as those listed by all subcontractors within the bid document.

2. PRICE

The City will pay Contractor, on behalf of the Owner, the sum of Sixty-Three Thousand One Hundred Twenty and 00/100 Dollars (\$63,120.00). As a condition to City making any payments to Contractor, Contractor shall furnish releases or receipts from any or all persons performing work and supplying materials or services to the Contractor, or any subcontractor, for work under this Agreement.

3. PERMITS, CODES, AND INSPECTION BY CITY

The Contractor or subcontractors are responsible for obtaining all permits required to complete the work identified in the bid specification. All permits are required to be issued prior to the start of rehabilitation on the identified items and Contractor is responsible for ensuring all necessary inspections by the City are requested, made and completed.

All final inspections and approvals from the City must be completed by the time of pay request by the Contractor.

The Contractor and Owner shall provide the City with access to the property in question for the purpose of examining and inspecting the rehabilitation work performed under this Agreement upon reasonable request by the City.

4. CARE OF WORK

The Contractor shall keep the premises reasonably clean and orderly during the course of work and remove all debris at the completion of the work. Once materials or equipment have been removed and replaced as a part of the work activities specified, such items shall be property of the Contractor.

5. ASSIGNMENT OF AGREEMENT

The contractor shall not be permitted to assign this Agreement without the express written consent of the Owner and the City.

6. INDEMNIFICATION OF THE CITY OF DECATUR

The Contractor shall indemnify and save harmless, the City of Decatur, Illinois, its officers, agents and employees against any and all loss, damage, or expense that is or they sustain as a result of any action of its own or of any subcontractors, or as a result of any suits, actions or claims of any character brought on account of property damage, injury to, or death of any person or persons, including employees of subcontractors, which may arise, or alleged to arise, in connection with the fulfillment of this agreement.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the fault or negligence in connection with the execution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance whether or not the same have been covered in whole or in part by payments made by the City.

7. INSURANCE

The Contractor shall be required to obtain and maintain, for a period corresponding with the term of this agreement, contractor's bodily injury and property damage insurance sufficient to cover both existing and completed operations and products. The Contractor must also provide proof of adequate liability insurance and workers' compensation in the form of a Certificate of Insurance to the City prior to commencing work under this Agreement and must maintain such for the duration of this Agreement. The worker's compensation insurance shall cover all employed persons engaged in work under this Agreement to the full statutory limits stipulated in the Illinois Worker's Compensation Act. It shall be the Contractor's responsibility to provide or require similar insurance for each subcontractor.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY:

Insurance Type	Minimum Liability Amounts
Commercial General Liabilities	
General Aggregate Minimum Limit	\$2,000,000.00
Products-completed Operations Aggregate Minimum Limit	\$2,000,000.00

Each Occurrence Minimum Limit	\$1,000,000.00
Commercial Automobile Liability	
Bodily Injury & Property Damage Minimum Limit (Each Occurrence)	\$1,000,000.00
Lead Liability Insurance (Lead Contractors)	
Lead liability insurance minimum for lead abatement operations (Each occurrence)	\$1,000,000.00

8. GUARANTEE

The Contractor shall guarantee the work performed for a period not less than 1 year from the date of final acceptance by the City and Owner of all work set forth in Exhibit A and provide maintenance information to the Owner. In addition, Contractor shall furnish to Owner all manufacturer and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.

9. INTEREST OF CERTAIN OFFICIALS

No officer, employee, or member of the governing body of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any private interest, direct or indirect, in the Agreement.

10. FEDERAL, STATE AND LOCAL REGULATIONS

The Contractor shall be required to abide by and be in compliance with all applicable federal, state, and local regulations, including equal employment opportunity requirements as set forth in Exhibit B attached hereto. Contractor must perform and comply with all City codes and ordinances.

11. NOTICE TO PROCEED

The initiation of any rehabilitation work covered by an Agreement is subject to the issuance of a Notice to Proceed signed by the Contractor and the City. The notice to proceed will be given after the 3-day Notice of Right to Cancel has expired, if not submitted by Owner.

Contractor must begin the specified work within 10 calendar days after the issuance of a duly executed notice to proceed and must satisfactorily complete the rehabilitation activities within thirty (30) days after the issuance of a Notice to Proceed.

12. PAYMENT

The partial or final payments due to the Contractor will be paid after the City receives the contractor's invoice, passed inspection reports, and all required lien waivers. 10% will be withheld from each partial payment. Line items need to be completed to receive payment.

The City and Owner must approve the payment request after work has been satisfactorily completed. It is the responsibility of the Contractor to schedule the review of the work with the Owner and the City.

The Contractor will be penalized \$50.00 per day after the construction completion date has expired if work is not complete unless approved change orders for time extensions are signed by all parties. The penalty will be subtracted from the final pay amount due to the Contractor.

13. TERMINATION OF AGREEMENT; FINISHING PROJECT

- a. The City, upon written notice to the Contractor, may terminate this Agreement prior to the completion of the Project and without prejudice to any other remedy that the City may have, upon the violation of the terms of this Agreement by the Contractor or upon the bankruptcy or insolvency of the Contractor. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the Contractor has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
 - iii. That the failure to cure such problems will cause the Agreement to be terminated on the seventh (7th) day from receipt of the notice, unless the time for cure is extended in writing, by the Owner or the City, at their sole discretion.
- b. The Contractor may, upon written notice to the City, terminate this Agreement prior to the completion of the Project upon a violation of this Agreement by the City. The notice shall be served personally or by certified mail, return receipt requested and shall state:
 - i. The reasons for the termination;
 - ii. That the City has seven (7) days from the receipt of the notice to cure the problems stated in the notice; and,
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- c. If the Agreement is terminated pursuant to this Paragraph 13, the Contractor shall be paid only for that portion of the Work completed in a satisfactory manner, as determined by Owner and City.

14. CITY'S RIGHT TO SUSPEND WORK AND/OR REMOVE CONTRACTOR FROM JOB SITE.

The City and the Contractor agree that the City retains the right to stop work at any time during the project for violation of regulations, rules or guidelines regarding worker safety, as promulgated by (i) OSHA; (ii) the U.S. or Illinois Environmental Protection agencies; (iii) the Illinois Department of Public Health; or (iv) the City of Decatur's insurer for pollution liability.

- i. The City's right to stop work shall not require prior notice from the City to the Contractor, and may be immediate, instant and without delay.
- ii. The City also retains the right, in cases of serious or repeated violation that endanger the safety of workers, the environment, surrounding properties and/or persons in the vicinity of the worksite, to stop work immediately and remove the contractor from the job site. In the event the Contractor is removed from the job site, the Contractor shall secure the property, including protecting the property and mitigating potential risks that could result in damage or loss due to theft, burglary, vandalism, fire, water, wind, or any other Act of God, and turn all keys over to the City prior to leaving the job site.
- iii. The City of Decatur also retains the right in cases of unsatisfactory work ongoing issues, to suspend work and terminate contact. Contractors will be notified and have 7 days to correct and complete work.
- iv. In instances where the City stops work and/or removes the Contractor from the job site, the City shall orally cite to the Contractor the reasons for its action. The City shall serve written notice citing the reasons personally or by certified mail, return receipt requested, within three (3) business days from the date of the City's act, unless the Contractor named in this Agreement has resumed work under this Agreement. If the Agreement is terminated pursuant to Paragraph 13, the Contractor shall be paid only for the line items which are completed in a satisfactory manner to Owner and City of the work completed, as determined by the Owner and the City.

15. MEDIATION

The City shall be the interpreter of the requirements in connection with the work and shall mediate all claims and disputes between the Owner and the Contractor regarding the work. The City's decisions shall be final and binding.

The City shall issue a written decision within five (5) days of the written notification by either the Owner or the Contractor of any dispute.

16. NOTICES.

Any Notice required by this Agreement shall be sent in writing to the following:

Contractor: Precision Pro LLC
3831 Ruby St., Unit 214
Schiller Park, IL 60176

City: City of Decatur
Grants Division
#1 Gary K. Anderson Plaza
Decatur, IL 62523

Owner (s): Rick and Dianne Cox
2270 N. Main St.
Decatur, IL 62526

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date last set forth below.

Precision Pro LLC, Contractor

By: _____

Title: _____

Date: _____

Rick Cox, Owner

Date: _____

Dianne Cox, Owner

Date: _____

City of Decatur, IL

By _____ Date _____
Authorized Representative

Attachments: Exhibit A

Residential Exterior Improvement Program

Housing Rehabilitation Specialist: Jarek Shafer

Work Site Proposed: 2270 N Main
Decatur Illinois 62521

Occupant: Rich & Dianne Cox

Contact: 217 – 855 – 8503 – Cell

This work write-up is in accordance with the City of Decatur Standards, Local and State governmental guidelines. In accordance with Homeowner's request and Analyst findings, Contractor shall abide by the following:

Contractor shall adhere to Local City Codes, 2021 International Building Codes,

All work shall be completed with craftsmanship equivalent to industry standards. The quality of material shall be above standard and remain cost-effective for the project.

All homes are occupied and must have work performed during normal working hours agreed upon with the Homeowner.

All work environments shall be kept safe (free of any hazardous situations), clean (at all times) and habitable for occupants.

Payment of Prevailing wage is required.

SPECIFIC WORK OUTLINE

1.0 Roof – asphalt shingles

Perform complete tear off all existing layers of roofing materials down to the sheathing. Inspect existing roof sheathing and rafters, identify deteriorating sheathing and or rafters and seek Project Manager's approval to remove them. Replacement sheathing should match existing thickness. Install ice and water barrier, drip edge, flashing. 225 LB felt (minimum)/adhesive roof underlayment and architectural shingles. Field verify. Contractor is responsible for removal and disposal of existing tear out

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Roofing – Gutters

Install 5" Seamless gutters to include 2x3 downspouts installed with a fall of 1/16" at lowest corners of each straight run. Approximately 300LF. Field verify. Install new gutter guards in all gutters.

Gutters are to include guards

\$ _____ Material \$ _____ Labor \$ _____ Total

4.0 Site prep – Dumpster

Trash removal

\$ _____ Material \$ _____ Labor \$ _____ Total

Optional work

1.0 SIDING-HOUSE

Removal of existing siding field verify size. Install 8" double 4" Vinyl siding to all areas of insulation and or Tyvek to include entire house. Include all accessories of one piece outside and inside corners, j-channels, starter strips etc. Contractor is responsible for removal and disposal of existing tear out.

\$ _____ Material \$ _____ Labor \$ _____ Total

2.0 Windows – Aluminum wrap

Aluminum wrap all windows, caulk and seal all joints.

\$ _____ Material \$ _____ Labor \$ _____ Total

3.0 Soffit

Removal of existing soffit. Install new soffit to all areas of eaves and gutters to include entire perimeter house. Include all accessories of one piece outside and inside corners etc. Contractor is responsible for removal and disposal of existing tear out.

\$ _____ Material \$ _____ Labor \$ _____ Total

4.0 Fascia

Removal of existing fascia. Install new fascia to all areas of eaves and gutters to include entire perimeter house. Include all accessories of one piece outside and inside corners etc. Contractor is responsible for removal and disposal of existing tear out.

\$ _____ Material \$ _____ Labor \$ _____ Total

5.0 Roof – Metal porch

Perform complete tear off all existing layers of roofing materials. Inspect existing rafters, identify rafters and seek Project Manager's approval to remove them. Install new metal roofing material. Contractor is responsible for removal and disposal of existing tear out

\$ _____ Material \$ _____ Labor \$ _____ Total

6.0 Roof – Rubber rear porch

Perform complete tear off all existing layers of roofing materials. Inspect existing rafters, identify rafters and seek Project Manager's approval to remove them. Install new Rubber roof materials. Contractor is responsible for removal and disposal of existing tear out

\$ _____ Material \$ _____ Labor \$ _____ Total

TOTAL COST OF MATERIAL \$ _____

TOTAL COST OF LABOR \$ _____

TOTAL COST OF PROJECT \$ _____

TOTAL COST OF PROJECT AND OPTIONAL WORK \$ _____

Approved Signature

Contractor _____

EXHIBIT B

Equal Opportunity Provisions

The City of Decatur's Owner-Occupied Housing Rehabilitation Program does business in accordance with the Federal Fair Housing Act and Federal Equal Credit Opportunity Act. These laws state that it is illegal to discriminate against any person because of race, color, age, religion, sex, marital status, or national origin. All applicants applying for assistance will be processed within priorities and guidelines established for this program. The Grants Division will not discriminate against any person or family in the application processing, approving, or denying of a grant, or in any other terms and conditions of an Owner-Occupied Housing Rehabilitation Program grant. Any individual who believes that she/he may have been discriminated against should discuss the matter with the Grants Manager, Grants Division at (217) 424-2797 or contact: City of Decatur, Grants Division #1 Gary K. Anderson Plaza Decatur, IL 62523-1196

Residential Exterior Improvement Program	Precision Pro LLC 3831 Ruby St. Unit 214 Schiller Park, IL 60176	Gorafix, Inc. 330 Bennett Road Elk Grove Village, IL 60007
Address	Project Total Cost	Project Total Cost
536 E Grand	\$41,880.00	\$45,900.00
2275 N Main	\$55,970.00	\$58,300.00
1946 N Martin Luther King	\$44,128.00	\$49,000.00
1037 W Wood	\$59,165.00	\$69,100.00
2164 N Water	\$56,586.00	\$61,200.00
1630 N Martin Luther King	\$57,728.00	\$58,900.00
429 S Oakland	\$51,757.00	\$55,185.00
817 W Macon	\$51,257.00	\$55,600.00
1043 W Wood	\$56,845.00	\$61,150.00
2270 N Main	\$63,120.00	\$68,100.00
924 W Wood	\$59,925.00	\$62,750.00
Total	\$598,361.00	\$645,185.00

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
No. 25-24

September 15, 2025

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 942 N. Main St.

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

BACKGROUND: The property at 942 N. Main was put out for demolition bid along with 13 other properties. The property at 942 N. Main was the only property that crossed the threshold for council approval.

POTENTIAL OBJECTIONS: No known objections to this resolution.

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

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Michael Snearly at 217-450-2347 or msnearly@decaturil.gov.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
STEVE’S TRUCKING FOR THE DEMOLITION OF 942 N. MAIN ST**

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 942 N. Main St., Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Steve’s Trucking in the amount of \$24,067.00 for 942 N. Main St. be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Steve’s Trucking for their total bid price of \$24,067.00.

PRESENTED and ADOPTED this 15th of September 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Properties- 942 N Main St Date: 8/21/2025 Time: 9:00 a.m.		Steve's Trucking Decatur, IL	S.Shafer Excavating Pontoon Beach, IL	Hutchins Excavating Decatur, IL	Parkland Environmental Springfield, IL	Lee Farms Excavating Paxton, IL	Ezell Excavating Villa Grove, IL
	Description						
	Demolition	\$24,067.00	\$23,000.00	\$38,000.00	\$40,250.00	\$40,000.00	\$60,700.00
	Plumbing		\$2,000.00		\$750.00	\$2,000.00	\$1,000.00
TOTAL		\$24,067.00	\$25,200.00	\$38,000.00	\$41,000.00	\$42,000.00	\$61,700.00

No Bid:
 Lourash & Mahannah Excavating
 Brandenburg Industrial Service
 Joe Coleman Demolition
 Otto Baum
 Premier Demolition

ECONOMIC & COMMUNITY DEVELOPMENT MEMORANDUM
No. 25-

September 15, 2025

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Resolution Receiving and Filing the 2024 Official Zoning Map

SUMMARY RECOMMENDATION: Staff is transmitting the 2024 Official Zoning Map to City Council for publication by the City Clerk, as required by the Illinois Municipal Code (65 ILCS 5/11-13-19).

BACKGROUND: The Official Zoning Map is updated annually to incorporate all zoning and boundary changes approved through December 31, 2023. A printed copy will be available for review prior to the meeting, or upon request from the City Clerk. Due to its size, the digital version of the zoning map can be accessed on the City's "Maps" webpage:

<https://decaturil.gov/maps/>

POTENTIAL OBJECTION: N/A

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Lacie Elzy at 217.542.3559 or lelzy@decaturil.gov.

BUDGET/TIME IMPLICATIONS: N/A

RESOLUTION NO. _____

**RESOLUTION RECEIVING AND FILING THE 2024 OFFICIAL ZONING
MAP**

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

Section 1. That the 2024 Official Zoning Map presented to the City Council herewith, be,
and the same is hereby, received and placed on file.

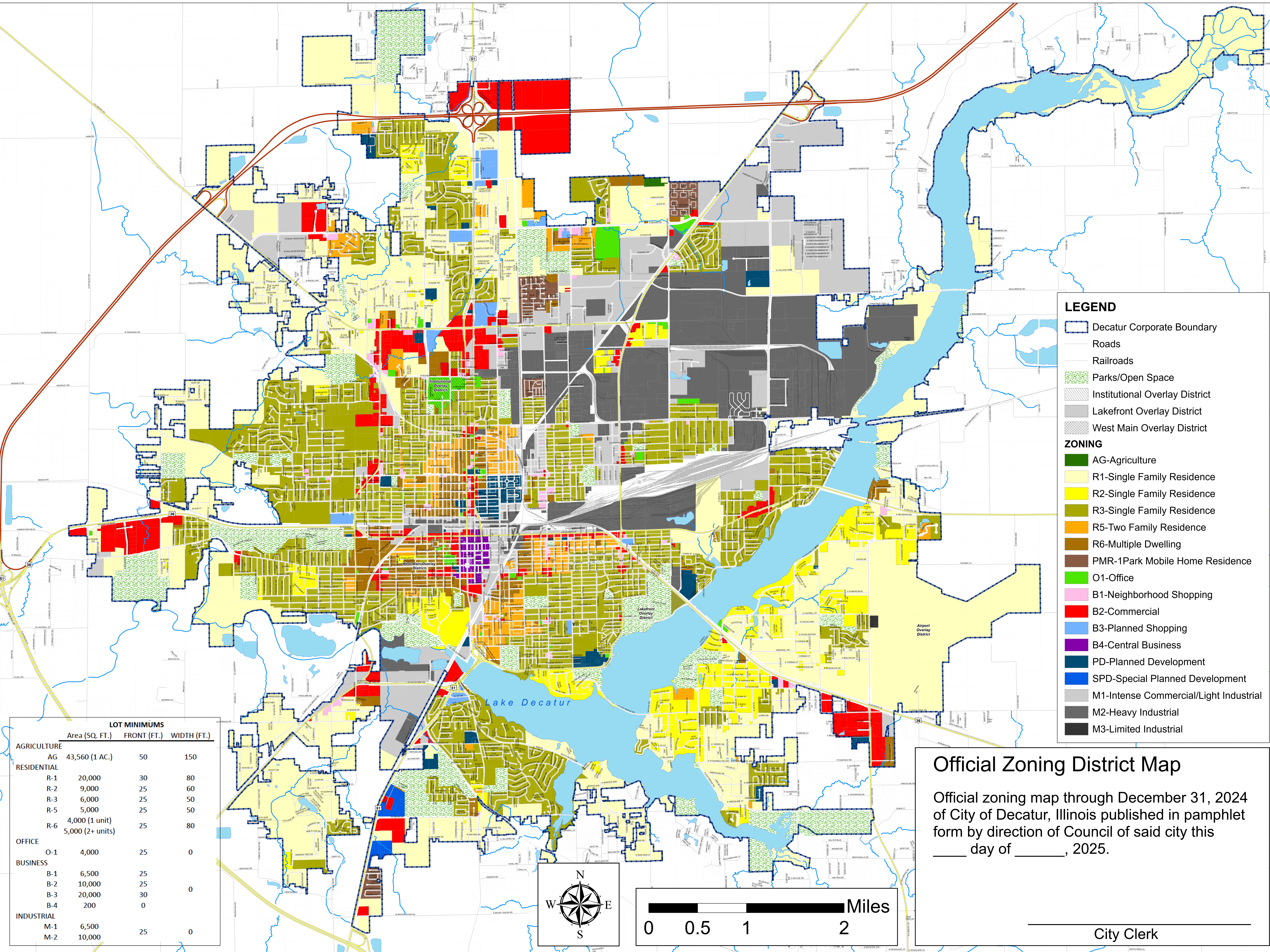
Section 2. That the City Clerk be, and is hereby, authorized and directed to sign said 2024
Official Zoning Map.

PRESENTED and ADOPTED this 15th day of September 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



LEGEND

Decatur Corporate Boundary

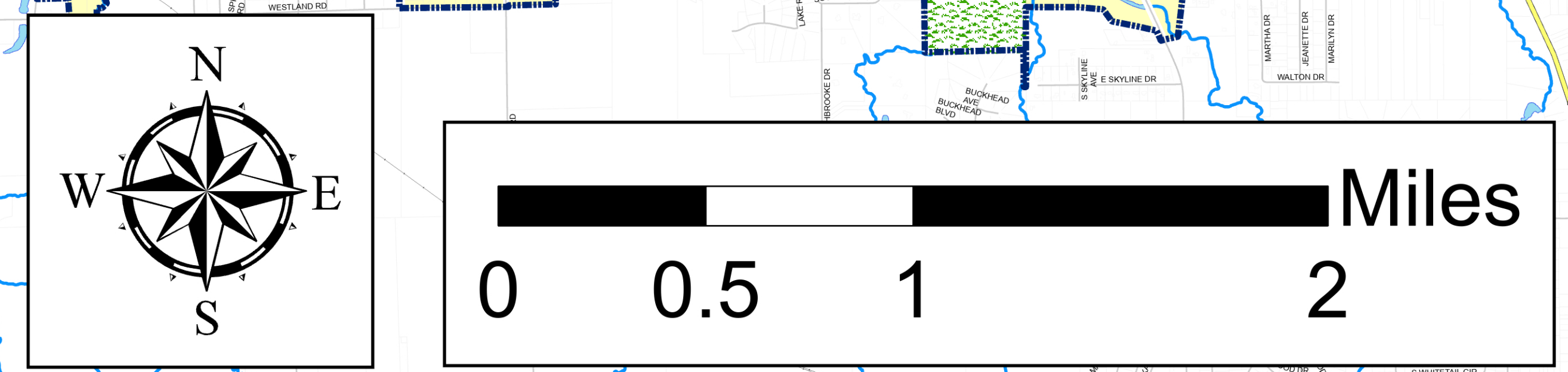
Roads**ZONING**

LOT MINIMUMS			
	Area (SQ. FT.)	FRONT (FT.)	WIDTH (FT.)
AGRICULTURE			
AG	43,560 (1 AC.)	50	150
RESIDENTIAL			
R-1	20,000	30	80
R-2	9,000	25	60
R-3	6,000	25	50
R-5	5,000	25	50
R-6	4,000 (1 unit)	25	80
	5,000 (2+ units)		
OFFICE			
O-1	4,000	25	0
BUSINESS			
B-1	6,500	25	0
B-2	10,000	25	
B-3	20,000	30	
B-4	200	0	
INDUSTRIAL			
M-1	6,500	25	0
M-2	10,000		

Official Zoning District Map

Official zoning map through December 31, 2024
of City of Decatur, Illinois published in pamphlet
form by direction of Council of said city this
____ day of _____, 2025.

City Clerk



**COUNCIL MEMO
LEGAL DEPARTMENT
NO. 2025-09**

DATE: September 8, 2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT:
Amendment to Chapter 52 – Alcoholic Liquor

SUMMARY RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 52, Section 8, which would allow holders of Class N-2 liquor licenses to obtain Caterer's permits to cater events off their licensed premises.

BACKGROUND: Class N-2 licenses permit the sale or consumption of alcohol to attendees of private events, such as private parties, weddings or other private events which are not open to the general public, on the licensed premises only. The proposed amendment would allow holders of N-2 licenses to obtain a caterer's permit to sell alcoholic beverages at locations beyond their licensed premises, specifically for private parties, weddings or other similar private events which are not open to the general public in connection with the sale of prepared, catered food. The gross revenues from the sale of alcoholic liquor cannot exceed forty percent of the total gross revenue generated from the sale of alcohol and food at each event. Class N-2 licenses are not eligible for video gaming.

RECOMMENDATION: Staff recommends the suggested amendment to Chapter 52, Section 8.

POTENTIAL OBJECTIONS: There are no known or expected objections.

STAFF REFERENCE:
Amy Waks, Assistant Corporation Counsel, at 424-2807

BUDGET/TIME IMPLICATIONS: None

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
-CHAPTER 52-
- ALCOHOLIC LIQUOR-**

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

Section 1. That Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 8 so that Section 8 as so modified and amended, shall provide as follows:

...8. TEMPORARY PERMIT/WINERY SPECIAL USE PERMIT

C. CATERER'S PERMIT. The Local Liquor Control Commissioner may issue an annual caterer's permit for the sale of alcoholic liquor to an existing holder of a Class A, C, G, I, N-1 or O liquor license in connection with the sale of prepared food, for service at private parties, weddings or other similar private events which are not open to the general public, at a location other than the premises listed on the current license. For the purposes of this permit, the location of the catered event shall be deemed the licensed premises. Holders of caterer's permits must comply with all other requirements in this Chapter. No person shall possess alcoholic beverages other than those provided by the licensee on the premises of the catering location and consumption of alcoholic liquor shall only be permitted on the premises where the food is catered. Gross revenues from the sale of alcoholic liquor at any event shall not exceed forty (40) percent of the total gross revenues generated from the sale of alcohol and food at that event and the licensee shall submit to the City an affidavit on a quarterly basis certifying compliance with this requirement. No event

shall exceed three (3) days in length nor shall alcoholic liquor be served at such an event for more than eight (8) consecutive hours.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 15th day of September 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2025.

KIM ALTHOFF, CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 52 -ALCOHOLIC LIQUOR-

...8. TEMPORARY PERMIT/WINERY SPECIAL USE PERMIT

C. CATERER'S PERMIT. The Local Liquor Control Commissioner may issue an annual caterer's permit for the sale of alcoholic liquor to an existing holder of a Class A, C, G, I, N-2 or O liquor license in connection with the sale of prepared food, for service at private parties, weddings or other similar private events which are not open to the general public, at a location other than the premises listed on the current license. For the purposes of this permit, the location of the catered event shall be deemed the licensed premises. Holders of caterer's permits must comply with all other requirements in this Chapter. No person shall possess alcoholic beverages other than those provided by the licensee on the premises of the catering location and consumption of alcoholic liquor shall only be permitted on the premises where the food is catered. Gross revenues from the sale of alcoholic liquor at any event shall not exceed forty (40) percent of the total gross revenues generated from the sale of alcohol and food at that event and the licensee shall submit to the City an affidavit on a quarterly basis certifying compliance with this requirement. No event shall exceed three (3) days in length nor shall alcoholic liquor be served at such an event for more than eight (8) consecutive hours.

**Council Memo
Executive Department
No.**

DATE: 9/15/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Kim Althoff, City Clerk

SUBJECT:

Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way - 100 Block of East Prairie Avenue and 100 Block of North Merchant Street - Decatur Area Arts Council - Downtown Decatur Fall Family Festival

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Ordinance authorizing the consumption of alcoholic liquor on public rights-of-way along the 100 Block of North Merchant Street and the 100 Block of East Prairie Avenue for the Downtown Decatur Fall Family Festival on Saturday, October 18th, 2025, from 10:00 a.m. to 4:00 p.m.

BACKGROUND:

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS:

INPUT FROM OTHER SOURCES:

STAFF REFERENCE:

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:

1. Ordinance
2. Supporting Documentation

ORDINANCE NO. 2025-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF ALCOHOLIC LIQUOR
ON PUBLIC RIGHTS-OF-WAY 100 BLOCK OF EAST PRAIRIE AVENUE
AND 100 BLOCK OF NORTH MERCHANT STREET
DECATUR AREA ARTS COUNCIL
-DOWNTOWN DECATUR FALL FAMILY FESTIVAL-**

WHEREAS, Decatur Area Arts Council has requested the closure of the 100 block of North Merchant Street between East Prairie Avenue and East Main Street and the 100 block of East Prairie Avenue between North Main Street and North Water Street for the Downtown Decatur Fall Family Festival; and,

WHEREAS, it is the intention of Decatur Area Arts Council to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in the 100 Block of North Merchant Street and the 100 Block of East Prairie Avenue requires the express approval of the City Council.

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

Section 1. That on the day listed herein, and only on such day, between the hours listed opposite said day, alcoholic beverages may be consumed in the 100 Block of North Merchant Street and the 100 Block of East Prairie Avenue on said day and hours being particularly described as follows:

Saturday, October 18, 2025

10:00 a.m. – 4:00 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That this ordinance is expressly conditioned and approved upon Decatur Area Arts Council providing to the City of Decatur an agreement which will hold the City of Decatur harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That all debris shall be removed by Decatur Area Arts Council prior to reopening public rights-of-way.

Section 5. That except as otherwise provided herein, the provisions of Section 34 (a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 15th day of September
2025.

Mayor

ATTEST:

City Clerk

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Decatur Area Arts Council, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property for the Downtown Decatur Fall Family Festival on the following date and time:

Saturday, October 18th, 2025 6:00 a.m. – 6:00 p.m.

by the sponsoring agency, its officers, agents, employees, and registrants.

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third-party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

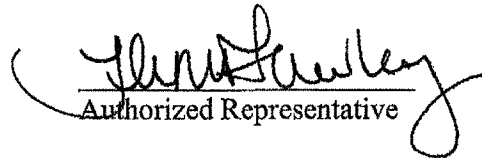
If permission is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency's insurance will be primary.

For City of Decatur, Illinois:

Authorized Representative

Date

For Sponsoring Agency:
Decatur Area Arts Council



Authorized Representative

9-9-2025

Date

FOR IMMEDIATE RELEASE

Sept 09, 2025

**A new street fest is coming to Downtown Decatur with the aim
of providing fun while fundraising for Huntington's Disease**

(DECATUR, Illinois) – Saturday, October 18th is set for the Downtown Decatur Fall Family Festival, presented by Coney McKane's, Jimmy John's, The Original Del's Popcorn Shop, and CM Catering. The event will run 10am-4pm and cover Merchant Street and Prairie Avenue.

Families will indeed have plenty to do with activities, games, an obstacle course, and the Boy Scouts' S.T.E.M. trailer presented on Merchant. Kona Ice will be on hand for treats along with fare from participating downtown businesses.

On Prairie, organizers will feature fun for the 21 and up crowd with an amateur bags tournament and a putting green for prizes. There will also be a beer garden overseen by the Decatur Area Arts Council, whose own Decatur Craft Beer Festival returns in 2026.

A stage will play to both streets. Local music acts will be featured alongside a set from up-and-coming country artist Ryan Mundy, who has a show later that night at Bloomington's Six Strings Club.

The festival doubles as a fundraiser for the Central Illinois Team Hope, which supports those affected by Huntington's Disease through the Huntington's Disease Society of America (HDSA). The event will share proceeds from the beer garden with DAAC.

A more detailed press release will follow closer to the event.

For more information: events@cmcateringdecat.com

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**Council Memo
Executive Department
No. 2025-09**

DATE: 9/15/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Kim Althoff, City Clerk

SUBJECT:

Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way - 100 Block of North Merchant Street - Northeast Community Fund - Farm to Fund

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Ordinance authorizing the consumption of alcoholic liquor in the 100 Block of North Merchant Street for the 7th annual Farm to Fund event sponsored by the Northeast Community Fund on Saturday, September 27, 2025, from 6:00pm to 10:00pm.

BACKGROUND:

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS:

INPUT FROM OTHER SOURCES:

STAFF REFERENCE:

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:

1. Ordinance
2. Supporting Documentation

ORDINANCE NO. 2025-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF ALCOHOLIC LIQUOR
ON PUBLIC RIGHTS-OF-WAY
100 BLOCK OF MERCHANT STREET
NORTHEAST COMMUNITY FUND
-FARM TO FUND-**

WHEREAS, Northeast Community Fund has requested the closure of the 100 block of Merchant Street between East Prairie Avenue and East Main Street for the Farm to Fund event; and,

WHEREAS, it is the intention of Northeast Community Fund to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in the 100 Block of Merchant Street between East Prairie Avenue and East Main Street requires the express approval of the City Council.

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

Section 1. That on the day listed herein, and only on such day, between the hours listed opposite said day, alcoholic beverages may be consumed in the 100 Block of Merchant Street, between East Prairie Avenue and East Main Street, said day and hours being particularly described as follows:

Saturday, September 27, 2025

6:00 p.m. – 10:00 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That this ordinance is expressly conditioned and approved upon Northeast Community Fund providing to the City of Decatur an agreement which will hold the City of Decatur harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That all debris shall be removed by Northeast Community Fund prior to reopening public rights-of-way.

Section 5. That except as otherwise provided herein, the provisions of Section 34 (a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 15th day of September 2025.

Julie Moore Wolfe

ATTEST:

City Clerk

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Northeast Community Fund, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property for the Farm to Fund event on the following date and time:

September 27, 2025 - 6:00 a.m. to 10:00 p.m.

by the sponsoring agency, its officers, agents, employees, and registrants.

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third-party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

If permission is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency's insurance will be primary.

For City of Decatur, Illinois:

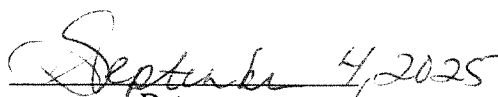
Authorized Representative

Date

For Sponsoring Agency:
Northeast Community Fund



Authorized Representative



Date

**Council Memo
Public Works Department
No. 2025-91**

DATE: 9/15/2025

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 3061 South Wheatland Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3061 South Wheatland Road be approved.

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

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

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

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:

1. 2025-91 Ordinance Annexing Territory 3061 South Wheatland Road

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3061 SOUTH WHEATLAND ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Janette K. Hays and Larry C. Hays, requesting that there be annexed to the City territory described as:

LOT EIGHT (8) IN BLOCK THREE (3) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-126-017

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 15th day of September 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Janette K. Hays
Larry C. Hays

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3061 South Wheatland Road, and legally described as follows:

LOT EIGHT (8) IN BLOCK THREE (3) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-126-017

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

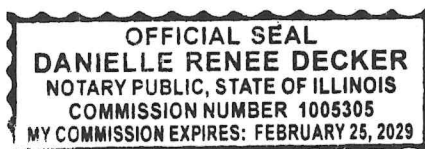
SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

<u>Janette K. Hays</u>	<u>Janette K. Hays</u>	<u>3061 S. Wheatland Rd. Decatur, IL 62521</u>
<u>Larry C. Hays</u>	<u>Larry C. Hays</u>	<u>3061 S. Wheatland Rd. Decatur, IL 62521</u>

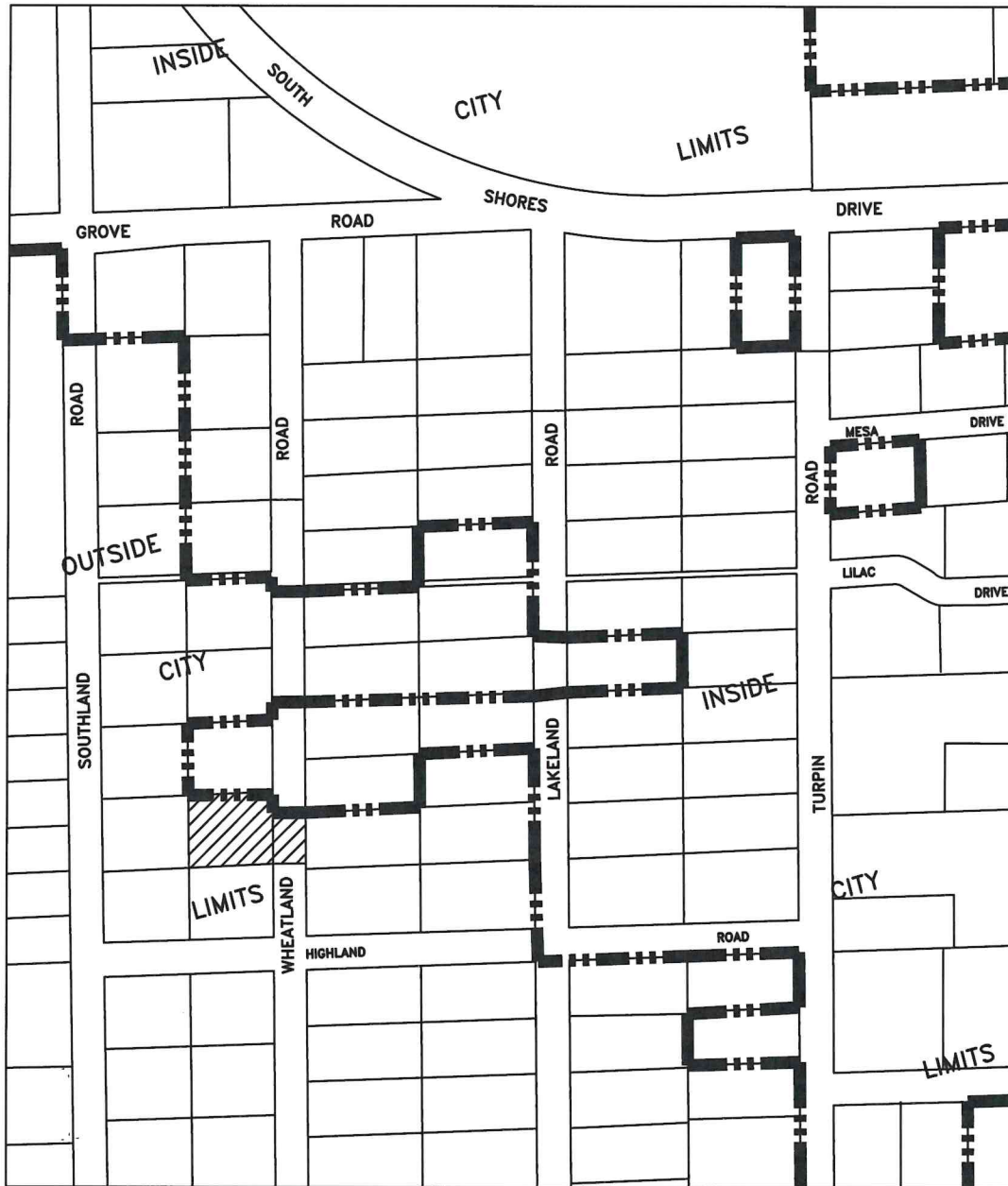
Signed and sworn to before me this 22 day of August, 2025



DRL Renee DR

Notary Public

(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3061 S. WHEATLAND ROAD



indicates territory annexed



indicates existing corporate limits

0.48± acres

AREA 0.00075± sq. miles

90± lin. ft. of public road

SOUTH WHEATLAND township



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

Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2025

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

Council Memo
Public Works Department
No. 2025-92

DATE: 9/15/2025

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 Accepting the Bid and Authorizing the Execution of a Contract with Cothren's Custom Hardscapes, for the 2025 Lake Decatur Staley Basin Improvements – Staley Boat Ramp, City Project 2025-17

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached resolution approving a contract in the amount of \$170,630.00 for the Lake Decatur Staley Basin Improvements- Staley Boat Ramp, City Project 2025-17, with Cothren's Custom Hardscapes as the lowest qualified and responsible bidder, 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:

On March 6, 2023 the Staley Family Foundation entered into an agreement with the City of Decatur to promote the memory and community contributions of A.E. Staley by giving the City money to invest in watershed and erosion control improvements in the new "Staley Basin" in ways that will ensure the long-term aquatic, water quality, and environmental health of the section on Lake Decatur. The agreement gives the City a total of \$675,000 for watershed work until 2026. We have one more deposit of \$150,000 in 2026 remaining.

The City approved the latest project to reconstruct the Staley Boat Ramp, formally known as Country Club Boat Ramp on July 7, 2025. This follow-up project is to secure the shoreline stabilization around the boat ramp area and do additional landscaping. The shoreline improvements include the removal of the existing rip rap, install a concrete block mat and rip rap for shoreline protection, construct a ledgestone retaining wall, and other landscaping.

Project Bid Review

The project plans and specifications were prepared by Massie, Massie and Associates and Engineering Division staff. The project was advertised August 20, 2025, and bids were opened on September 4, 2025. The results for the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est.</u> <u>Over (-Under)</u>
Cothren's Custom Hardscapes	\$ 170,630.00	7.4%

Kinney Contractors	\$ 240,000.00	51%
	\$158,930.00	-----

Engineer's Estimate

Cothren's Custom Hardscapes provided the lowest, qualified bid at 7.4% above the Engineers Estimate. Their bid proposal has been reviewed by Massie and Massie and Associates and staff and has been found to be responsible and responsive, see attached recommendation letter. It is not expected that we would receive lower bids by delaying or rebidding this work, a delay would also make it difficult to complete the work this year. Staff recommends that the City Council approve a contract with Cothren's Custom Hardscapes to complete the Staley Boat Ramp improvements.

Minority Participation

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 or the purchase of goods, materials and equipment are available; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Cothren's Custom Hardscapes bid proposal identifies that they will self-perform all work with no subcontracting opportunities available.

LEGAL REVIEW: The project specifications were provided to the Legal Department on August 21, 2025.

PRIOR COUNCIL ACTION:

1. **August 19, 2024** – City Council approved R2024-281 approving a contract with Cothrens Custom Hardscapes in the amount of 128,636.25 for the Staley Basin Hot Water Ditch Improvements.
2. **July 7, 2025** – City Council approved R2025-212 approving a contract with Cothrens Custom Hardscapes in the amount of 325,159.00 for the Staley (formerly Country Club) Boat Ramp Improvements.

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

INPUT FROM OTHER SOURCES:

The project was designed by Massie Massie & Associates in Springfield, Illinois.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The project is funded by the Staley Family Foundation and is included in the FY 2025 budget under Water Lake Capital.

Staff Impact: Staff has allocated time to manage this project.

SCHEDULE:

Work on this project is expected to start immediately and will be completed by November 15, 2025 depending on weather conditions.

ATTACHMENTS:

1. 2025-92 Resolution Staley Basin Improvements w exhibit A
2. 2025-92 Council Bid Tab 2025 Lake Decatur Staley Basin Improvements
3. 2025-92 MMA Letter of Recommendation
4. 2025-92 Minority Business Utilization

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH COTHREN’S CUSTOM HARDSCAPES, FOR THE 2025
LAKE DECATUR STALEY BASIN IMPROVEMENTS – STALEY BOAT RAMP, CITY
PROJECT 2025-17**

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

Section 1. That the tabulation of bids received for City Project 2025-17, Lake Decatur Staley Basin Improvements – Staley Boat Ramp, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Cothren’s Custom Hardscapes in the amount of \$170,630.00 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 Cothren’s Custom Hardscapes, attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$170,630.00.

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

PRESENTED and ADOPTED this 15th day of September 2025.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

RETURN WITH BID

**CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for**

**2025 LAKE DECATUR STALEY BASIN IMPROVEMENTS
CITY PROJECT 2025-17**

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	REMOVE EXISTING RIP RAP	SQ YD	235	75	\$ 17,625
2	GRADING AND SHAPING (SPECIAL)	SQ YD	325	30	\$ 9,750
3	TOPSOIL, FURNISH AND PLACE (SPECIAL)	CU YD	15	200	\$ 3,000
4	LEDGESTONE RETAINING WALL A	SQ FT	380	205	\$ 77,900
5	LEDGESTONE RETAINING WALL B	SQ FT	80	205	\$ 16,400
6	RIPRAP INSTALLATION	SQ YD	120	100	\$ 12,000
7	TURF REINFORCEMENT MAT	SQ YD	340	15.75	\$ 5,355
8	TRASH RECEPTACLES	EACH	1	1,600	\$ 1,600
9	PICNIC TABLE	EACH	1	3,200	\$ 3,200
10	PERENNIAL PLANTS, ORNAMENTAL TYPE, GALLON POT	UNIT	1.20	3,275	\$ 3,930
11	PERENNIAL PLANTS, PRAIRIE TYPE, GALLON POT	UNIT	0.80	3,275	\$ 2,620
12	MULCH EXISTING TREE	EACH	1	1,000	\$ 1,000
13	SEEDING (SPECIAL)	ACRE	0.10	12,500	\$ 1,250
14	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	\$15,000	\$15,000
TOTAL BASE BID					\$170,630.00

TOTAL BASE BID IN WORDS

One hundre and seventy thousand, six hunded and thirty

CONTRACT

THIS CONTRACT, made and entered into this 15th day of September, 2025, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Cothren's Custom Hardscapes 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 LAKE DECATUR STALEY BASIN IMPROVEMENTS, City Project 2025-17"**, 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 November 15, 2025.** The Contractor shall substantially 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
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond (required for
contracts greater than \$150,000)

Special Provisions
Project Drawings
Standard Drawings
Special Conditions
General Conditions
Supplemental Specifications
Standard Specifications
Appendices

Addenda

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

Cothren's Custom Hardscapes

SECRETARY (Corporate Seal)

By _____
PRESIDENT



CONTRACT PERFORMANCE BOND
(REQUIRED FOR CONTRACTS GREATER THAN
\$150,000)

Project 2025 LAKE DECATUR STALEY BASIN IMPROVEMENTS

Project Number 2025-17

We, Cothren's Custom Hardscapes 5705 E. William Street Rd., Decatur, IL 62521

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of _____ ,
as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of
One Hundred Seventy Thousand, Six Hundred Thirty Dollars 00/100

_____ Dollars (\$170,630.00), 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

Cothren's Custom Hardscapes

(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,

COUNTY OF _____

(SEAL)

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 15th day of September, A.D. 2025

Attest:

City Council

Kim Althoff, City Clerk

City of Decatur, Illinois

Julie Moore Wolfe, Mayor

PROJECT NUMBER: 2025-17 PROJECT NAME: 2025 Lake Decatur Staley Basin Improvements BID DATE: 9/4/2025 TIME: 2:00 p.m. FUND: Water Lake Capital ORGANIZATION CODE: 81808128 OBJECT CODE: 485660				Engineer's Estimate City Engineering Division		Cotheren's Custom Hardscapes 5705 W. William Street Rd. Decatur, IL 692521 Contact Person Aaron Ward 217-422-8014 aaron@cchardscapes.com		Kinney Contractors Inc. 19342 E. Frontage Rd. Raymond, IL 62560 Contact Person William Kinney 217-227-3322 Kinney@roadbuilder.net	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	REMOVE EXISTING RIP RAP	235	SQ YD	\$ 50.00	\$11,750.00	\$75.00	\$17,625.00	\$65.00	\$15,275.00
2	GRADING AND SHAPING (SPECIAL)	325	SQ YD	\$ 20.00	\$6,500.00	\$30.00	\$9,750.00	\$75.00	\$24,375.00
3	TOPSOIL FURNISH AND PLACE (SPECIAL)	15	CU YD	\$ 150.00	\$2,250.00	\$200.00	\$3,000.00	\$220.00	\$3,300.00
4	LEDGESTONE RETAINING WALL A	380	SQ FT	\$ 200.00	\$76,000.00	\$205.00	\$77,900.00	\$320.00	\$121,600.00
5	LEDGESTONE RETAINING WALL B	80	SQ FT	\$ 200.00	\$16,000.00	\$205.00	\$16,400.00	\$340.00	\$27,200.00
6	RIP RAP INSTALLATION	120	SQ YD	\$ 125.00	\$15,000.00	\$100.00	\$12,000.00	\$60.00	\$7,200.00
7	TURF REINFORCEMENT MAT	340	SQ YD	\$ 12.00	\$4,080.00	\$15.75	\$5,355.00	\$20.00	\$6,800.00
8	TRASH RECEPTACLE	1	EACH	\$ 1,500.00	\$1,500.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00
9	PICNIC TABLE	1	EACH	\$ 2,000.00	\$2,000.00	\$3,200.00	\$3,200.00	\$2,500.00	\$2,500.00
10	PERENNIAL PLANTS, ORNAMENTAL TYPE, GALL	1.2	UNIT	\$ 3,500.00	\$4,200.00	\$3,275.00	\$3,930.00	\$6,400.00	\$7,680.00
11	PERENNIAL PLANTS, PRAIRIE TYPE, GALLON PC	0.8	UNIT	\$ 3,500.00	\$2,800.00	\$3,275.00	\$2,620.00	\$8,400.00	\$6,720.00
12	MULCH EXISTING TREE	1	EACH	\$ 250.00	\$250.00	\$1,000.00	\$1,000.00	\$350.00	\$350.00
13	SEEDING (SPECIAL)	0.1	ACRE	\$ 16,000.00	\$1,600.00	\$12,500.00	\$1,250.00	\$4,000.00	\$400.00
14	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	EACH	\$ 15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
TOTAL BIDS (AS CORRECTED)				\$158,930.00		\$170,630.00		\$240,000.00	
Percent Over Under ENGINEER'S ESTIMATE						7.36%		51.01%	


 Paul E. Caswell, City Engineer

9/5/2025
 Date



September 5, 2025

Paul Caswell
City Engineer
City of Decatur, Illinois
1 Gary K Anderson Plaza
Decatur, IL 62523

Project: 2025 Lake Decatur Staley Basin Improvements

Dear Mr. Caswell,

As you are aware, bids were received September 4, 2025 for the 2025 Lake Decatur Staley Basin Improvements and the apparent low bidder is Cothren's Custom Hardscapes in Decatur. Attached is the bid tabulation for the project. Custom Hardscapes is qualified and experienced in the work required as they completed the shoreline improvements to Lake Decatur's Staley Basin in 2024 along S. Lake Shore Drive.

Cothren's Custom Hardscapes bid of \$170,630 is 7.36% higher than our budget estimate for the project, but given the other bid price and the limited contractor selection for a project of this type we recommend their bid be accepted. Custom Hardscapes is currently working on the boat ramp improvement project at the site, therefore coordination between the two projects should be seamless.

Based on this information, Massie Massie + Associates recommends the contract for the 2025 Lake Decatur Staley Basin Improvements project be awarded to Cothren's Custom Hardscapes, 5705 E. William Street Road, Decatur, IL 62521, (217) 422-8014.

Sincerely,

Neil F. Brumleve
MMA President

MassieMassie+Associates

Landscape Architecture and Land Planning
1210 South 5th St. Springfield, Illinois 62703
217-544-3210 Massie-Massie-Associates.com

PROJECT NUMBER: 2025-17 PROJECT NAME: 2025 Lake Decatur Staley Basin Improvements BID DATE: 9/4/2025 TIME: 2:00 p.m. FUND: Water Lake Capital ORGANIZATION CODE: 81808128 OBJECT CODE: 485660				Engineer's Estimate City Engineering Division		Cotheren's Custom Hardscapes 5705 W. William Street Rd. Decatur, IL 692521 Contact Person Aaron Ward 217-422-8014 aaron@cchardscapes.com		Kinney Contractors Inc. 19342 E. Frontage Rd. Raymond, IL 62560 Contact Person William Kinney 217-227-3322 Kinney@roadbuilder.net	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
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3	TOPSOIL FURNISH AND PLACE (SPECIAL)	15	CU YD	\$ 150.00	\$2,250.00	\$200.00	\$3,000.00	\$220.00	\$3,300.00
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5	LEDGESTONE RETAINING WALL B	80	SQ FT	\$ 200.00	\$16,000.00	\$205.00	\$16,400.00	\$340.00	\$27,200.00
6	RIP RAP INSTALLATION	120	SQ YD	\$ 125.00	\$15,000.00	\$100.00	\$12,000.00	\$60.00	\$7,200.00
7	TURF REINFORCEMENT MAT	340	SQ YD	\$ 12.00	\$4,080.00	\$15.75	\$5,355.00	\$20.00	\$6,800.00
8	TRASH RECEPTACLE	1	EACH	\$ 1,500.00	\$1,500.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00
9	PICNIC TABLE	1	EACH	\$ 2,000.00	\$2,000.00	\$3,200.00	\$3,200.00	\$2,500.00	\$2,500.00
10	PERENNIAL PLANTS, ORNAMENTAL TYPE, GALL	1.2	UNIT	\$ 3,500.00	\$4,200.00	\$3,275.00	\$3,930.00	\$6,400.00	\$7,680.00
11	PERENNIAL PLANTS, PRAIRIE TYPE, GALLON PC	0.8	UNIT	\$ 3,500.00	\$2,800.00	\$3,275.00	\$2,620.00	\$8,400.00	\$6,720.00
12	MULCH EXISTING TREE	1	EACH	\$ 250.00	\$250.00	\$1,000.00	\$1,000.00	\$350.00	\$350.00
13	SEEDING (SPECIAL)	0.1	ACRE	\$ 16,000.00	\$1,600.00	\$12,500.00	\$1,250.00	\$4,000.00	\$400.00
14	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	EACH	\$ 15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
TOTAL BIDS (AS CORRECTED)				\$158,930.00		\$170,630.00		\$240,000.00	
Percent Over Under ENGINEER'S ESTIMATE						7.36%		51.01%	


 Paul E. Caswell, City Engineer

9/5/2025
 Date



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	09/02/2025	Project Title:	2025 LAKE DECATUR STALEY BASIN IMPROVEMENTS
Total Contract Value:	\$ 170,630	Project Number:	2025-17

Section I: Prime Contractor Information

Prime Contractor: Cothren's Custom Hardscapes

Address: 5705 E. William Street Rd.
Decatur, IL 62521

Phone: 217 422 8014

Contact Person: Aaron Ward

Email: aaron@cchardscapes.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Totals				
• 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
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

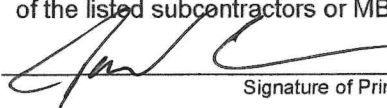
• If more firms were contacted, please copy this form and attach the additional information.

Section V:

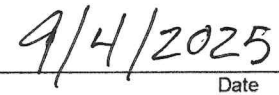
The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises 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



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:	09/04/2025	Project Title:	2025 LAKE DECATUR STALEY BASIN IMPROVEMENTS
		Project Number:	2025-17

Prime Contractor: Cothren's Custom Hardscapes

Address: 5705 E. William Street Rd.
Decatur, IL 62521

Phone: 217 422 8014

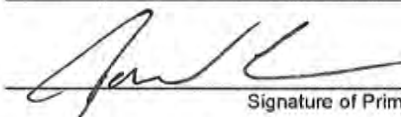
Contact Person: Aaron Ward

Email: aaron@cchardscapes.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

09/04/2025

Date

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



September 4, 2025

Project: 2025 Lake Decatur Staley Basin Improvements
Project Location: 44th and Country Club Rd.

Re: 2025 Lake Decatur Staley Basin Improvements

Cothren's Custom Hardscapes is requesting a waiver for the MBE Minority Subcontractor and Material Supplier Participation Goals for the above project. We will be self-performing in all scopes of work.

Sincerely,

A handwritten signature in black ink, appearing to be "Paul", written over a horizontal line.

Cothren's Custom Hardscapes

**Council Memo
Public Works Department
No. 2025-90**

DATE: 9/15/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing an Agreement with the Illinois Department of Commerce and Economic Opportunity for a Site Readiness Planning Grant for the Northeast Water Main Extension

SUMMARY RECOMMENDATION: Staff recommends approval of a resolution authorizing the following:

1. The execution of an agreement providing \$2,918,000 in funding from the Illinois Department of Commerce & Economic Opportunity for a site readiness grant to perform a water main extension to the northeast area of the City for future economic development.
2. The execution of an agreement with Clark Dietz for final design services of the water main extension for a fee not to exceed \$139,800.

BACKGROUND:

Illinois Department of Commerce and Economic Opportunity Grant

Earlier this year, the Illinois Department of Commerce and Economic Opportunity (DCEO) notified the City that it had received two site readiness grants aimed at assisting development on the northeast area of the City:

1. Planning Grant – A \$149,000 grant was awarded to perform preliminary engineering for a possible pipeline extending from the City’s DeWitt Wellfield to the northeast side of the City. The current concept for the pipeline would be to serve economic development as well as drought resiliency. Revenues from new economic development would be used to finance the construction of the pipeline, which would include a branch to deliver water directly to Lake Decatur. The plan will provide detail on the best route to take, the easements needed, the need for any water treatment, and an estimated cost. These are critical items necessary to determine the viability of a project of this magnitude and to have in hand when negotiating with possible high water use development.
2. Construction Grant – A \$2.918 million grant was awarded to fund a large portion of extending a City watermain north of I-72 west of Illinois Rt. 48 to provide potable water for potential development in that general area.

Northeast Water Main Extension

The distribution system master plan calls for a 12” loop from an existing watermain at Commercial Crossing/Rt 48 to Hickory Pt. Rd/Rt51 to serve the area north of Interstate 72. The project will construct a new watermain from the Commercial Crossing/Rt 48 to Brush College Rd north of Cundiff Rd (see attached location

map). The extension will service the potential development sites that are north of Cundiff Road and can provide water to the unserved developed area south of Cundiff Road. The sites are currently identified for development in the Intersect Illinois EDC system.

Clark Dietz assisted the City with preparation of the grant and was named as the City's design consultant in the application.

Request for Proposals

On April 25, 2024, the City issued a request for proposals and qualifications to provide design services for water main replacement projects and other distribution system related projects. Proposals were received on May 16, 2024. Ten firms submitted formal statements of qualifications. Public Works Department staff reviewed the proposals and shortlisted three firms to interview. After the interviews, the team recommended Clark Dietz, Inc., of Champaign, IL, as the firm best able to serve the City in performing the design services for upcoming water main extension projects.

Engineering Services Agreement

The scope of services proposed by Clark Dietz includes the following tasks:

1. Project administration
2. Survey and easement preparation
3. Permit coordination with the IEPA, Railroad, IDOT and Township
4. Grant coordination and project updates
5. Preliminary design plans, specifications and probable construction cost
6. Final design plans, specifications and probable construction cost
7. Bidding services

The total design fee is not to exceed \$139,800. The total grant award for design, construction and construction engineering is 2,918,000, which was the estimate when the City applied for the grant. The grant is 100% reimbursable for costs up to the maximum amount with the City responsible for any costs that exceed.

LEGAL REVIEW: None

PRIOR COUNCIL ACTION:

None

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

INPUT FROM OTHER SOURCES:

The Illinois Department of Commerce and Economic Opportunity.

STAFF REFERENCE: Matt Newell, Paul Caswell, Robert Weil. Matt will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Funding will be provided from the Water Capital Fund.

SCHEDULE: The estimated timeline to complete the design is four months. The grant requires the construction to be completed by the first quarter of 2027 or as approved by the Illinois DCEO

ATTACHMENTS:

1. 2025-90 Resolution Agreement with DCEO for Site Readiness Grant - Watermain Ext w exhibit A
2. 2025-90 Location Map

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY FOR A
SITE READINESS PLANNING GRANT FOR THE NORTHEAST WATER MAIN
EXTENSION**

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

Section 1. That the Intergovernmental Agreement presented to the City Council herewith between the City of Decatur and the Illinois Department of Commerce and Economic Opportunity for a site readiness planning grant as Exhibit A, be, and it is hereby, received, placed on file and approved.

Section 2. That the City Manager is hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois, and the Illinois Department of Commerce and Economic Opportunity.

PRESENTED and ADOPTED this 15th day of September 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
City of Decatur**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and City of Decatur (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

CITY OF DECATUR

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Tim Gleason

Printed Title: City Manager

Email: tgleason@decaturil.gov

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

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

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

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **02/01/2025** and expires on **01/31/2027** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$2,918,000.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. **Award Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-35-3429 and the CSFA Name is Illinois Regional Site Readiness Program. If applicable, the State Award Identification Number (SAIN) is 3429-55542.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. **Registration Certification.** Grantee certifies that: (i) it is registered with SAM and **HCL3MP6L8XV5** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. **Tax Identification Certification.** Grantee certifies that: **376001308** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

☐ Individual	☐ Pharmacy-Non Corporate
☐ Sole Proprietorship	☐ Pharmacy/Funeral Home/Cemetery Corp.
☐ Partnership	☐ Tax Exempt
☐ Corporation (includes Not For Profit)	☐ Limited Liability Company (select applicable tax classification)
☐ Medical Corporation	☐ P = partnership
☒ Governmental Unit	☐ C = corporation
☐ Estate or Trust	

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

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used

only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

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

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

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

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

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

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

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

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

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

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

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

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in PART TWO or PART THREE. Grantee

and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

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

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI

BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

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

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

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

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

7.4. **Commercial Organization Cost Principles.** The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

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

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

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

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

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

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

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

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

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

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

12.6. **Delinquent Reports.** When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

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

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

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A, PART TWO** or **PART THREE**.

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

13.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. **Effects of Suspension and Termination.**

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

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or

governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant any such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the

Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

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

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

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

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

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

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

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

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

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

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

22.10 Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE controls. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in PART TWO or PART THREE, and in such cases, those requirements control.

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

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

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

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

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The intent of the Regional Site Readiness Program – Capital Ready grant program is to support infrastructure and other capital improvements on sites across the state to advance the site readiness of properties with industrial and manufacturing economic development potential. The Regional Site Readiness Program aims to better prepare sites for industrial development in all 10 Economic Development Regions in the state. Input from community leaders and economic development experts has raised the need for flexible funding to support infrastructure and other capital improvements related to preparing sites for future development. The purpose of the program is:

- To support communities and landowners in their site readiness capital improvements.
- To address financial barriers to construct infrastructure needed to make a site more readily developable.
- To increase the number of sites ready for future industrial site development.
- To better prepare sites in all 10 Economic Development Regions for future development.

The Regional Site Readiness Grant Program will create a more comprehensive state-wide strategy that builds on prior experience establishing the Megasites Development Program and complements Intersect Illinois' existing Vetted Sites Program. The Megasites Development Program was intended to improve Illinois' competitive edge by increasing the number of large, attractive site locations for industrial development and address barriers to preparing sites for competitive site selection opportunities. To ensure geographic diversity of DCEO's site readiness dollars, project sites that received funding under the Megasites Development Grant Program or any previous megasites-related Notice of Funding Opportunities are not eligible sites for Regional Site Readiness Grants. Intersect's Vetted Sites Program identifies the top sites in Illinois based on a series of characteristics and provides site and infrastructure data for fast-moving projects. Sites designated as a Vetted Site were eligible to apply for Regional Site Readiness funding.

Regional Site Readiness Capital Ready program requires a portion of the project costs to be matched by the Grantee, therefore the Grant funds will cover a portion of the total eligible capital expenses for the overall project. Approved match expenses for this Regional Site Readiness Capital Ready Grant Program can be retroactive to cover match activities conducted on or after July 23, 2024.

The Grantee is a governmental entity who provides essential public services to the residents of Decatur in Macon County, Illinois. The Grantee is working in partnership with the landowners of the following parcel ID numbers: 18-08-17-300-003 and 18-08-20-201-004. The Grantee will work to substantially increase industrial economic development opportunities at the 190-acre site, located in a prime area for industrial development north of I-72 in Decatur, Illinois. Currently, the site is well served by utilities and there has been a high level of interest by prospective developers, but lack of water service has been an obstacle for site development.

Grant funds will be utilized for a portion of the costs associated with the construction of approximately 6,400 linear feet of various water main sizes and the construction of a bore-and-jack sleeve under I-72 to bring water service to the 190-acre site. The Grantee has pre-planned water service for this site of approximately 1.5 million gallons per day (MGD). The site is within the Sanitary District of Decatur's service area, with a sewer main directly adjacent to the property. The anticipated sewer capacity is 0.5 MGD. Design services and construction management and oversight fees will be paid for by Grant and match funds to ensure a smoother, cost-effective, and high-quality project execution.

The project will construct a new water main that will connect to an existing 16-inch water main at the intersection of Commercial Crossing and State Route 48, just south of I-72. The water main would be constructed in the existing Brush College Road right-of-way north to the intersection of Brush College Road and Cundiff Road.

The City's water master plan calls for a 12-inch water main running north in Brush College Road to Cundiff Road then west to create a loop with existing water mains in Hickory Point Road near the Village of Forsyth. This project would construct the north-south segment of the new water main loop. North of the Cundiff Road, the size of the water main would be reduced to 8-inch diameter, which is a typical size for branched lines in the water distribution system.

Specifically, Grant funds will include a portion of the costs associated with the project as follows:

Design/Engineering – to include costs associated with engineering services that will include planning, design, and construction observation.

Construction Management/Oversight – to include costs associated with managing the construction activities and/or overseeing all the aspects of the construction project.

Plumbing – to include costs associated with the purchase and installation of necessary materials for water main construction, including ductile iron pipes, as well as bore and jack operations.

Any additional costs necessary for completion of this overall project will be covered by other funding sources as the required Match funding for this Grant.

The project will benefit the public by helping to fulfill the goal of the Regional Site Readiness Program to increase the number of appropriate and attractive sites for industrial development and improve Illinois' ability to attract economic development opportunities to communities throughout the state.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

- Grantee will be required to submit the following items to DCEO, if applicable:
 - Architect/Engineering Designs
 - Detailed cost project analysis
 - Executed Contracts
 - Permits, pictures, and media articles
- Grantee will construct, erect, and maintain in good condition throughout the construction period a sign (or signs) in a conspicuous place at the designated site defined in Exhibit A indicating that the Department of Commerce and Economic Opportunity is funding a portion of this project. Photograph evidence of sign is required.
- To promote the sale or lease of site location, Grantee is required to provide documentation showing that the site improved as part of this Grant and is listed on Intersect Illinois Property Search site: [Illinois Prospector](#)
- Grantee is required to disclose any sale of the property within three years of grant closeout to the Department and describe how the property will be developed. The Department may reject any sale inconsistent with the intent of the Regional site Readiness Program within that window, including the provision that the development is industrial in nature. If the sale proceeds despite the Department's rejection, the Department may deny additional reimbursement and/or seek the return of Grant funds.
- Any map, analysis, survey, or report completed with Grant funds must be submitted to the Grant Manager.
- A final narrative must be submitted with the final Periodic Performance Report outlining the following:
 - The completion of the project as described in Exhibit A.
 - Documentation of any next steps/due diligence or construction that will be taken to continue to prepare the site for future sale or lease for economic development purposes.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

Name: Tim Gleason
Title: City Manager
Address: 1 Gary K Anderson PLZ
Decatur, IL 62523-1005

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Kara Davis
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 217-785-9989
TTY#: (800) 785-6055
Email: kara.e.davis@illinois.gov
Address:

GRANTEE CONTACT

Name: Robert Weil
Title: Water Production Manager
Address: 1 Gary K Anderson PLZ
Decatur, IL 62523-1005
Phone: 217-424-2863
TTY#: N/A
Email: RWeil@decaturil.gov
Address:

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: CEO.GrantHelp@Illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT AND REFUNDS—PROGRAM ACCOUNTANT

Name: Taylor Sagle
Email: taylor.sagle@illinois.gov
Phone: 217-785-6437
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E

SPECIFIC CONDITIONS

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

The result of the Grantee's Internal Control Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.208:

ICQ Section:	03 - Financial and Programmatic Reporting
Conditions:	Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.
Risk Explanation:	Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
How to Fix:	Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.
Timeframe:	One year.

There were no conditions resulting from the Merit-Based Review.

There were no conditions resulting from the Programmatic Risk Assessment.

PART TWO – GRANTOR-SPECIFIC TERMS

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

ARTICLE XXIII AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(12), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but result in an increase of ten percent (10%) or more to any expenditure category of the current approved Budget, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity

associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Grant Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and D).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and D) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.4. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 et seq.) and Personal Information Protection Act (815 ILCS 530/1 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

October 2025

- Quarterly Periodic Financial Report (10/30/2025) - Covering Period of 02/01/2025 - 09/30/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2025) - Covering Period of 02/01/2025 - 09/30/2025; Send To: Grant Manager

January 2026

- Quarterly Periodic Financial Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

April 2026

- Quarterly Periodic Financial Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager

July 2026

- Quarterly Periodic Financial Report (07/30/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager

October 2026

- Quarterly Periodic Financial Report (10/30/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager

February 2027

- Quarterly Periodic Financial Report (02/01/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (02/01/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager

March 2027

- Quarterly Periodic Financial Report (03/02/2027) - Covering Period of 01/01/2027 - 01/31/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (03/02/2027) - Covering Period of 01/01/2027 - 01/31/2027; Send To: Grant Manager
- End of grant Closeout Financial Report (03/17/2027) - Covering Period of 02/01/2025 - 01/31/2027; Send To: Grant Manager
- End of grant Closeout Performance Report (03/17/2027) - Covering Period of 02/01/2025 - 01/31/2027; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

37.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3. Projects Requiring External Sign-offs.

(1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

AGENCY	SIGN-OFF	SIGN-OFF
	RECEIVED	OUTSTANDING
_____ Illinois State Historic Preservation Office	_____	_____

X	Illinois Dept. of Agriculture	X	
_____	Illinois Dept. of Natural Resources	_____	_____
_____	Illinois Environmental Protection Agency	_____	_____
_____	NONE APPLICABLE	_____	_____

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or “authorization to construct” from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) External Sign-Off Provisions:

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor’s obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT**

SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.

- d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

37.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards 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 (see 14 Ill. Admin. Code Part 680). 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. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. 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. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre-apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Grantee is permitted to seek from the Grantor 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 Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7. Compliance with the Employment of Illinois Workers on Public Works Act: In a period of excessive unemployment rates, Grantees (1) constructing or building any public works or (2) cleaning-up

and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor's bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.

**ARTICLE XXXVIII
BOND FUNDED GENERAL GRANT PROVISIONS**

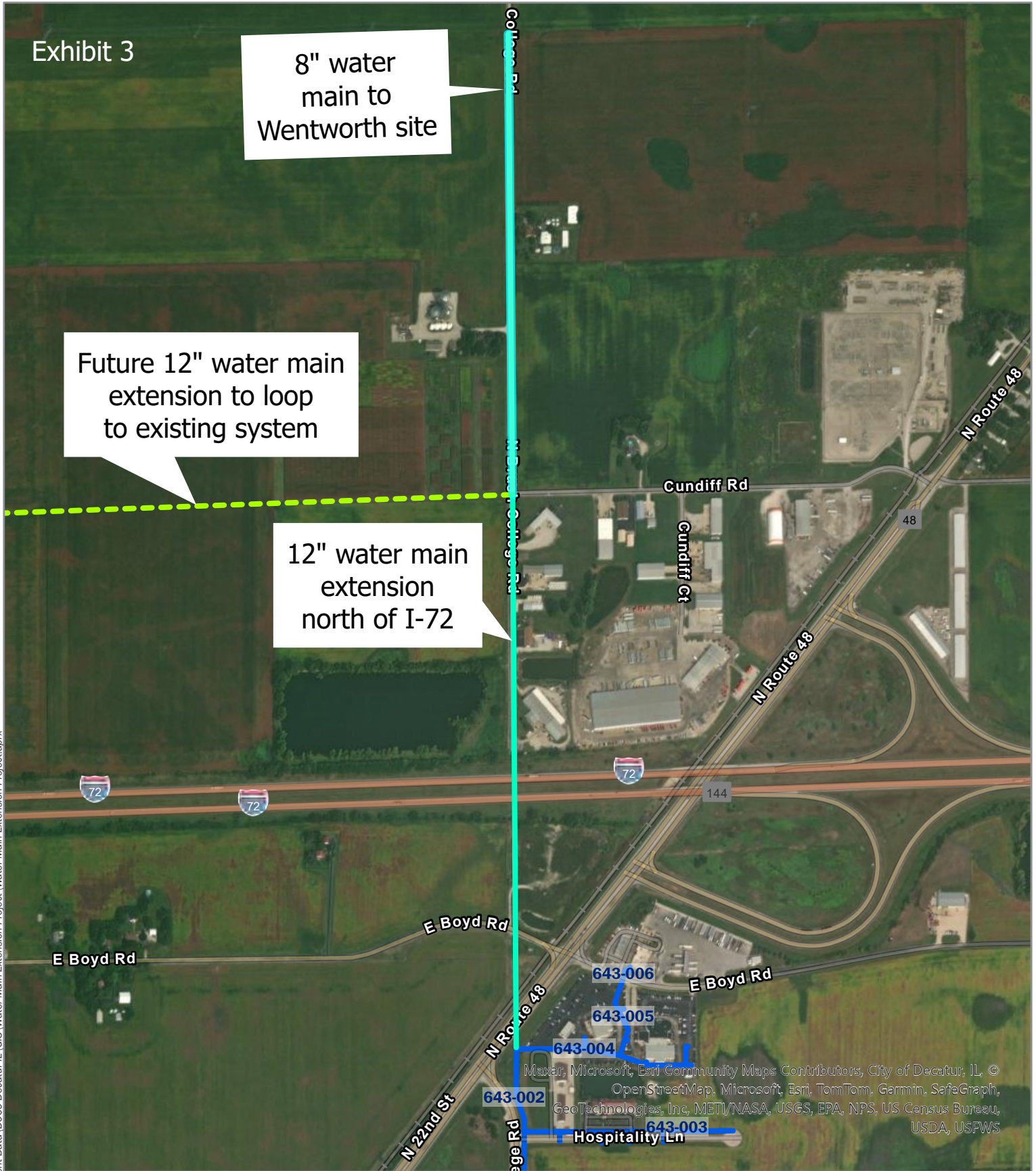
38.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

Exhibit 3

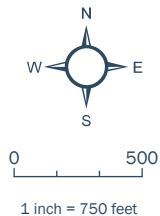
8" water main to Wentworth site

Future 12" water main extension to loop to existing system

12" water main extension north of I-72



ClarkDietz



Legend

- Existing Water Main
- 12" Water Main Extension
- 8" Water Main Extension
- Future 12" Water Main



City of Decatur
Water Main
Extension Project

Page 1 of 1

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH CLARK DIETZ, INC., TO PROVIDE FINAL DESIGN
ENGINEERING SERVICES FOR THE NORTHEAST WATER MAIN EXTENSION,
CITY PROJECT 2025-13**

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

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

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Clark Dietz, Inc., for a fee not to exceed \$139,800.00.

PRESENTED and ADOPTED this 15th day of September 2025.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
For the
NORTHEAST WATER MAIN EXTENSION
CITY PROJECT 2025-13

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and: Clark Dietz, Inc., ("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

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

SECTION I. GENERAL

- A. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.
- B. NOTICE TO PROCEED. The Consulting Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Consulting Engineer shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Consulting Engineer shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.
- E. EXTRA WORK AND AMENDMENTS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Amendment from the City's Representative, to perform extra work before such work is actually performed. An Amendment form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

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

SECTION II. BASIC SERVICES

A. PRELIMINARY DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Preliminary Design Phase:

1. Determine Extent of Project. Determine the extent of the Project after consultation with the City's Representative and on the basis of the approved Study Report.
2. Preliminary Design Documents. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Specific requirements of the aforementioned Preliminary Design Documents are included in Exhibit A, Scope of Services.
3. Revised Project Costs. Submit a Preliminary Design Opinion of Probable Project Costs based on the results of this phase of work including construction costs, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges utilizing and based on the information obtained or produced during the preliminary design phase and documents.
4. Real Estate Acquisition: Legal Description and Plat. Furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project utilizing and based on the preliminary design documents. The documents shall meet the format requirements of the Macon County Recorder's Office. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility. The legal description text shall also be reproduced in electronic format in a generally commercially available word processing software program approved by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the Preliminary Design Report ("Design Report") in the number and format specified in the Exhibit A, Scope of Work and present and review the Design Report in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Preliminary Design Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

B. FINAL DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Final Design Phase:

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications (Specifications"). The Specification shall consist of Part 3 "Technical Specifications" of the City's standard Capital Improvement Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.

2. Approvals of Governmental Entities. Furnish to the City's Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and allowances for compensation for damages to properties and interest and financing charges.
4. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Consulting Engineer shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. The Consulting Engineer shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

C. BIDDING PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Bidding Phase:

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.
2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City's Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, ("Contractors"), for those portions of the work as to which such acceptability is required by the bidding documents.
3. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
4. Distribute Plans and Contract Documents to Bidders. Reproduce sufficient copies of the plans and contract documents and make them available to all prospective bidders. The Consulting Engineer shall create a Plan Holder List by recording the business name, contact person name, address, telephone number, fax number and email address of each of the bidders taking a set of

plans and contract documents. The Consulting Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Consulting Engineer, which shall offset the cost of duplication; said amounts shall not be billed to the City. Alternately, the Consulting Engineer may arrange to have plans and specifications made available to prospective bidders through the services of a plan and specification duplication firm that offers plan distribution services provided that the firm obtains the same bidder information as required of the Consulting Engineer and that no cost for this service be billed to the City.

5. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.
6. Tabulate and Evaluate Bids, Recommend Award. Prepare and provide to the City's Representative a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Consulting Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Consulting Engineer shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Consulting Engineer shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Consulting Engineer shall check the bidder's references and performance on prior projects. Based on the Consulting Engineer's evaluation of the bids and the qualifications of the bidders, the Consulting Engineer shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.
7. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and

inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.

- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.
- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents

and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.

- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.

D. INSURANCE.

1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.

7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:

a. Workers' Compensation:

Coverage A: Statutory Limits

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

b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.

c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.

d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.

e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.

8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.
3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.

- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.
- Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.
- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the

Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.

- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. TIMELINESS. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 1.0 for services rendered by principals and employees assigned to the Project.

Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.1.
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

If the Consulting Engineer's vehicles are used on the project, the City shall pay the Consulting Engineer the current Internal Revenue Service standard mileage rate per mile for use of the vehicle.

D. PAYMENT FOR WORK COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. Monthly Progress Reports. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved

addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.

3. Maximum Payment Requests. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Time and Manner of Payments. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Release of Claims. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. Local Government Prompt Payment Act. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. PAYMENT UPON TERMINATION. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2025

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

CONSULTING ENGINEER FORM

By: 

SCOPE OF WORK

ITEM	Senior Engr. P-7	Project Manager T-4	Project Engineer P-5	Senior Technician T-5	Engr P-2	Design Tech T-4	Other Expense	Subtotal
PROJECT ADMIN								\$ 2,720
Monthly Project Status Reports		12						\$ 2,040
Subconsultant Management		4						\$ 680
CLIENT COORDINATION								\$ 2,040
Submit 50% Design Plans, Review Meeting w/ City		4						\$ 680
Submit 90% Design Plans, Review Meeting w/ City		4						\$ 680
Submit Final Design Plans, Review Meeting w/ City		4						\$ 680
SURVEY								\$ 31,630
Field survey & Easement Docs (Assume 3-5 parcels) TWM		2					\$ 23,500	\$ 23,840
Create existing Pipe Networks						8		\$ 1,360
Utility Locating TWM		2					\$ 2,750	\$ 3,090
RR & Add'l Easement Doc (Bob Brady) TWM		2					\$ 3,000	\$ 3,340
Geotech								\$ 10,340
Geotech Investigation SKS		2					\$ 10,000	\$ 10,340
PRELIMINARY DESIGN (50% DESIGN)								\$ 32,755
Develop preliminary route plan		2	1			40		\$ 7,355
Gather right-of-way information		4						\$ 680
Coordination with utility companies		2				2		\$ 680
Coordination with Railroad		8						\$ 1,360
Coordination with Township		8						\$ 1,360
Coordination with IDOT			12			4		\$ 3,260
IEPA NOI/SHPO/Joint Permit and Tribal Coordination		2	16		32		\$ 7,500	\$ 16,240
Complete design computations		2	4		4			\$ 1,820
FINAL DESIGN (100% DESIGN)								\$ 54,540
Title Sheet						2		\$ 340
Location Maps, General Notes, Index						2		\$ 340
Plan & Profile Sheets (6,200 ft = 7 sheets)			4			80	\$ 150	\$ 14,610
Detail Sheets, including Erosion Control Details			2			4		\$ 1,110
Quantity Calculations			4	2		8		\$ 2,590
Traffic Control Details and Notes			2	2		4		\$ 1,480
Technical Specifications	4	4	4		40	4	\$ 150	\$ 9,550
Probable Construction Cost		4		4				\$ 1,420
Railroad Permits	2	8	8				\$ 100	\$ 3,670
IEPA Permits	2	2	4		4		\$ 100	\$ 2,410
Quality Control Review	4	4	8	4				\$ 4,120
DCEO Grant Updates		8	40					\$ 9,960
Prepare bid documents based on comments		2			8	8		\$ 2,940
BIDDING SERVICES								\$ 5,730
Prepare Advertisement notice and submit to City for publication		2						\$ 340
Issue bidding documents to prospective bidders and maintain document holders		2						\$ 340
Conduct pre-bid meeting & prepare meeting minutes		4						\$ 680
Prepare and issue addenda as needed	4	6	4					\$ 2,860
Prepare tabulation of bids		2						\$ 340
Review contractor bids and make recommendation regarding contract award	1	2						\$ 585
Prepare contract documents for execution by contractor and City	1	2						\$ 585
TOTALS								
Total Hours	18	116	113	12	88	166		513
Billing Rate	245	170	215	185	155	170		
Fee	\$ 4,410	\$ 19,720	\$ 24,295	\$ 2,220	\$ 13,640	\$ 28,220	\$ 47,250	\$ 139,800

City of Decatur
Northeast Watermain Extension Project
Scope/Fee/Agreement Assumptions

1. This Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.
2. Local permits for this project will be obtained by the City with information provided by Clark Dietz. All permit fees will be paid by the City.
3. State permits for this project will be obtained by the City with information provided by Clark Dietz. All permit fees will be paid by the City.
4. This Agreement does not include obtaining or processing Federal permits.
5. The area will be designed, bid, and constructed as one project.
6. The base bid improvements include proposed water main installation, with utility trenches restored using pavement repair patches adhering to City Standard Details. Complete pavement reconstruction, including curb & gutter and driveway pavement removal and replacement, is not included. Curb & gutter and driveway pavement may be removed and replaced as necessary at spot locations.
7. This Agreement includes negotiation or acquisition services that require to obtain up to 5 right-of-way, temporary easements, or permanent easements.
8. This Agreement does not include field staking for right-of-way or easements. Clark Dietz does not perform construction staking.
9. This Agreement does not include the preparation of assessment roles or schedules.
10. This Agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
11. This Agreement does not include special waste assessment investigations, Preliminary Environmental Site Assessments, Preliminary Site Investigations, or special waste remediation activities.
12. This Agreement assumes obtaining environmental clearances from IDNR through EcoCAT and SHPO review.
13. This Agreement assumes the requirement for a Tribal consultation, as well as Phase 1 archeological investigation, but no remediation activities are included in the scope.
14. This Agreement assumes that funding is being obtained from DCEO funds, and that the City has already submitted a Facility Plan, and loan applications are already in process.

15. This Agreement does not include roadway typical section studies or pavement design studies. Existing and proposed typical section elements, including pavement cores and proposed pavement sections, will be provided by the City.
16. This Agreement does not include traffic data collection or traffic forecasting.
17. This Agreement does not include roadway lighting design.
18. This Agreement does not include utility potholing.
19. This Agreement does not include construction engineering services. Construction engineering services for will be provided by a subsequent Agreement.
20. This Agreement does not include any permitting from the Township. Clark Dietz will coordinate with the Township for notification purposes only. Any additional requirements for easements, or permitting are not included in scope.
21. Clark Dietz will incorporate the Illinois Jobs Act requirements as part of the bid document specifications.
22. This agreement assumes that the existing casing pipe under interstate I-72 is in good working condition, and will be utilized for this project. No investigation of the casing pipe is included in the scope.
23. This agreement assumes that an existing easement agreement with the local Railroad owner will be utilized for this project. No additional Railroad permitting is assumed for this project. Clark Dietz with assist the City with Railroad owner coordination.



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

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

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

The City Representative for this Phase of work is _____.

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

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

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged. BY: _____ (Signature) (Title) Dated this _____ day of _____, 20____.
--

EXHIBIT C
PROJECT TIMELINE

City of Decatur

Project: Northeast Water Main Extension

Clark Dietz – Expected Project Timeline

September 2025	Award of consulting contract for water main design
September 2025	City to solicit development proposal from Wentworth and determine water requirements. Obtain site plans.
September 2025	Kick-off meeting and initial data gathering
November 2025	Submit Preliminary design and cost estimate
December 2025	Begin coordinating with IDOT on Utility Permit
January 2026	Submit Review set of plans, specifications and cost estimate for water main
January 2026	Submit IEPA Permit Application
February 2026	Advertise for bids for water main
March 2026	Award construction contract for water main

*Deadlines may be extended by a mutually agreed Change Order to this Agreement.



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

Amendment No

Date: _____
Request No. _____ ☐ Final
Consulting
Engineer: _____
Address: _____

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

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

Amount of original contract \$ _____
Amount of previous amendments \$ _____
Amount of current amendment \$ _____
Amount of adjusted/final contract \$ _____

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

State fully the nature and reason for the amendment change _____

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

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

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

Recommended _____
Public Works Director

_____ Date

Approved _____
Mayor
_____ Date

Attested _____
City Clerk
_____ Date



CERTIFICATE OF LIABILITY INSURANCE

Exhibit E

DATE (MM/DD/YYYY)

4/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Audrey McNeill PHONE (A/C, No, Ext): 309-282-3907 E-MAIL ADDRESS: amcneill@holmesmurphy.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Twin City Fire Insurance Co		29459
INSURER B : Hartford Accident and Indemnity Company		22357
INSURER C : XL Specialty Insurance		37885
INSURER D : Hartford Insurance Company of Midwest		37478
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 227721105**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			84SBWAC5926	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			84UEGZV4783	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			84SBWAC5926	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	84WEGAJ1H5Z	11/1/2024	11/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims Made			DPR5035730	11/1/2024	11/1/2025	Each Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Northeast Water Main Extension, City Project No. 2025-13

All Work Performed

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of Decatur, Illinois, Project Owner and Others as required by written contract, per policy terms and conditions

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Certificate Holder, Project Owner and Others as required by written contract, per policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**City of Decatur, Illinois
1 Gary K. Anderson Plaza
Decatur IL 62523

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kari Coolidge

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EQUAL EMPLOYMENT OPPORTUNITY

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

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

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all

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

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

The corporate officers are as follows:

President: See Attached

Vice President: See Attached

Secretary: See Attached

C. PARTNERSHIP OR LLC

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

_____	_____
Name	Home Address & Telephone
_____	_____
Name	Home Address & Telephone
_____	_____
Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract X None

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER


Signature

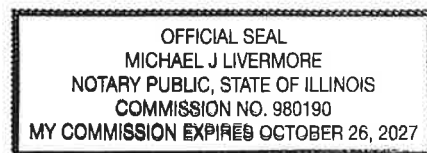
Andrea Brett
Printed Name

Vice Pres. Gen'l
Title

SUBSCRIBED and SWORN to before me this 10th day of April, 2025



Notary Public





Clark Dietz Directors

Full Name	Corporate Title	Office Location
Jerry Payonk	Chairman of the Board	Champaign, IL
Wes Christmas	President & CEO	New Albany, IN
Sean Widener	Executive Vice President / Treasurer	Champaign, IL
Mustafa Emir	Executive Vice President	Milwaukee, WI
Emily Basalla	Senior Vice President/Secretary	Kenosha, WI
Seth Swartz	Chief Financial Officer	Champaign, IL
Bob Rayl	Senior Vice President	Lansing, MI
Nirav Patel	Vice President	Chicago, IL
Tonia Westphal	Vice President	Wausau, WI
Heath Titzer		Evansville, IN

*Last Updated: April 2025

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2025

<u>TITLE</u>	<u>HOURLY RATE</u>
Engineer 9	\$270.00
Engineer 8	255.00
Engineer 7	245.00
Engineer 6	235.00
Engineer 5	215.00
Engineer 4	185.00
Engineer 3	175.00
Engineer 2	155.00
Engineer 1	140.00
Technician 5	185.00
Technician 4	170.00
Technician 3	155.00
Technician 2	135.00
Technician 1	120.00
Intern	100.00
Clerical	105.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
Signature:

Title:

**Council Memo
Police Department
No. 25-41**

DATE: 9/15/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Brad Allen, Chief of Police

SUBJECT:

Resolution Authorizing Payment to the Macon County Law Enforcement Training Center for New Police Officer Recruit Training (Recruit Class 25-26)

SUMMARY RECOMMENDATION: It is the recommendation of staff that invoice 24-1586, presented for new police officer recruit training totaling \$65,520.00, be paid to MCLETC.

BACKGROUND:

DPD uses the Macon County Law Enforcement Training Center for new police officer recruit training for initial training and state certification. The department is required to pay the invoices and then seek reimbursement from the state.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

Resolution 25-227 authorizing payment to MCLETC for Recruit Class 25-25.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Brad Allen, Chief of Police, 217-424-2745 and Erik Ethell, Deputy Chief, 217-424-2740.

BUDGET/TIME IMPLICATIONS: The costs of these expenses have been included in the 2025 budget.

ATTACHMENTS:

1. MCLETC 25-26 recruit class
2. MCLETC Resolution



Macon County Law Enforcement Training Center
1095 Rotary Way
Decatur, IL 62521

Invoice

Date	Invoice #
8/29/2025	24-1586

Bill To
Decatur Police Department 707 W South Side Dr Decatur IL 62521

Account #		121509/4588			Due Date		9/29/2025	
Date	Item	Quantity	Description	Unit	Rate	Amount		
8/25/29	BLEA Tuition	9	RC25-26 4/5-8/22/25 for Brown, Bussman, Lewis, Luttrell, Novak, Scudder, Tyhurst, Vickers and Williams *Tuition includes lodging, meals, wearables, supplies and ammunition		8,140.00	73,260.00		
	OC Spray	8	Elective-Brown, Bussman, Lewis, Novak, Scudder, Tyhurst, Vickers and Williams		50.00	400.00		
	BLEA Tuition	-1	Thank you for providing an advisor!		8,140.00	-8,140.00		

E-mail
mpounder@richland.edu

RESOLUTION NO. R2025-_____

**RESOLUTION AUTHORIZING PAYMENT TO THE MACON COUNTY LAW
ENFORCEMENT TRAINING CENTER FOR NEW POLICE OFFICER RECRUIT
TRAINING**

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

Section 1. That the invoice presented to the City Council herewith from MCLETC for new police officer recruit training 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 payment to MCLETC on behalf of the City of Decatur in an amount not to exceed \$65,520.00.

PRESENTED, PASSED, APPROVED and RECORDED this 15th day of September
2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH MGT IMPACT
SOLUTIONS, LLC FOR FINANCE DIRECTOR**

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

Section 1. That the Employee Leasing Agreement for MGT Impact Solutions, LLC for the Interim Finance Director, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur, Illinois and MGT Impact Solutions, LLC and the same is hereby received, placed on file and approved.

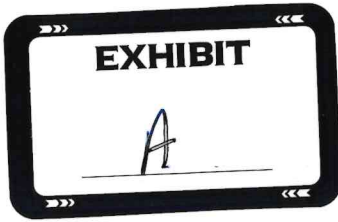
Section 2. That the Mayor and the City Clerk be, and they are hereby authorized and directed to execute said Agreement between the City of Decatur, Illinois and MGT Impact Solutions, LLC.

PRESENTED AND ADOPTED this 15th day of September 2025.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk



EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **MGT Impact Solutions, LLC** ("MGT"), and the **City of Decatur** (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of MGT, and MGT will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be modified from time to time by an amended Exhibit A signed by both MGT and the Client. MGT has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that MGT remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by MGT. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. MGT is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF MGT AND CLIENT

Section 2.01. Payment of Wages. MGT will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT's own account in accordance with federal and state law and MGT's standard payroll practices. MGT will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that MGT may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with MGT and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, MGT will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, MGT will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify MGT for the workers compensation claims of the Assigned Employee(s) and MGT agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold MGT harmless for all loss and expense incurred as



a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

Section 2.03. Employee Benefits. MGT will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. MGT may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to MGT under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. MGT will maintain records of all wages and benefits paid and personnel actions taken by MGT in connection with any of the Assigned Employees. MGT will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of MGT. MGT will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from MGT's internal and external loss control specialists, MGT's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by MGT's workers' compensation carrier. MGT and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe workplace. MGT's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to MGT under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;



(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by MGT and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with MGT regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to MGT any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to MGT within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO MGT

Section 3.01. Fees. The Client will pay MGT fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits MGT paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable MGT pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, MGT will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to MGT to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, MGT may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance.

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention



("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with MGT and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) MGT shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against MGT with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to MGT one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his or her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by MGT on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, MGT may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, MGT has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Option. The Client may hire the Assigned Employee as a permanent or temporary employee of the Client at any time during the Term. Recognizing the substantial investment of time and resources by MGT under this Agreement to place its Assigned Employee with Client, Client agrees to pay to MGT a conversion fee calculated as a percentage of the annual salary offered to the Assigned Employee by Client. Said conversion fees shall be paid according to the following schedule:



Time on Assignment	Administrative and Clerical Roles	IT Roles	Executive Roles (Manager and Above)
0-3 Months	25.00%	30.00%	35.00%
4 - 6 Months	20.00%	25.00%	30.00%
7-12 Months	15.00%	20.00%	25.00%
13 -24 Months	5.00%	5.00%	10.00%
25+ Months	No Fee	No Fee	No Fee

The conversion fee shall be paid to MGT no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges MGT's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with MGT, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that MGT is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which MGT can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by MGT. MGT agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) MGT's breach of its obligations under this Agreement; (b) actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of MGT or any of the MGT Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the MGT parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.



Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnifying Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding MGT's placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.



Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. MGT will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of MGT.

Section 8.13. Assignment. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

SECTION 9 DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Illinois. Venue and jurisdiction for any action under this Agreement is Macon County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.



Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10 NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to MGT:

MGT Impact Solutions, LLC
4320 W Kennedy Blvd.
Tampa, FL 33609
Attention: Legal Notice/Contracts
813-327-4717 - contracts@mgt.us

Copy to:

Michael J. Earl, Staffing Manager
847-652-1310 - mearl@mgt.us

If to Client:

City of Decatur
One Gary K. Anderson Plaza
Decatur, IL 62523-1196
Attention: Melissa Hon, Deputy City Manager
217-450-2323 - mhon@decaturil.gov

[Signatures on following page]



IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by MGT.

MGT IMPACT SOLUTIONS, LLC

By 
Name: A. Trey Traviesa
Title: CEO

Effective Date: September 8, 2025

CITY OF DECATUR

By 
Name: Tim Gleason
Title: City Manager



EXHIBIT A
Assigned Employee and Base Compensation

As of September 8, 2025 ("Effective Date"), **MGT Impact Solutions, LLC** ("MGT") and **City of Decatur** ("Client") execute this Exhibit A pursuant to the Employee Leasing Agreement between the Parties dated September 8, 2025 ("Agreement").

ASSIGNED EMPLOYEE: Gregg Zientara

POSITION/ASSIGNMENT: Interim Finance Director

POSITION TERM: September 8, 2025 – March 13, 2026. Upon agreement of both parties, the agreement may be extended up to September 11, 2026. Either party may terminate the agreement at any time by providing thirty (30) days advance written notice.

BASE COMPENSATION: \$145/hour. Hours per week may vary but are anticipated to average 30 hours/week in a hybrid work environment. In the event of work in excess of 40 hours/week, the overtime rate will be \$217.50/hour.

OTHER-PAID TIME OFF: State required paid leave (Illinois Paid Leave for all Workers Act) is included in the fee for service. Employee will coordinate any leave requests with the client. Time off for paid leave shall be administered in accordance with state law.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC

By:  _____

Name: A. Trey Traviesa

Title: CEO

Date: 9/4/2025

CITY OF DECATUR

By:  _____

Name: Tim Gleason

Title: City Manager

Date: 9/4/25

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.



EXHIBIT B
Summary of Benefits

DOES NOT APPLY

ORDINANCE NO. 2025-_____

**ORDINANCE APPROVING APPOINTMENT
CITY TREASURER**

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

Section 1. That the request for approval of appointment by the Mayor of Gregg Zientara, City Treasurer, be received and placed on file.

Section 2. That said request be, and the same is hereby, approved, and said person be, and he is hereby, authorized and directed to be appointed to said office until his respective successor is appointed and qualified.

Section 3. That the existing provisions of applicable ordinances in conflict with the provisions of this ordinance, to the extent of such conflict be, and the same are hereby modified to conform with the provisions hereof, otherwise to remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 15th day of September
2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

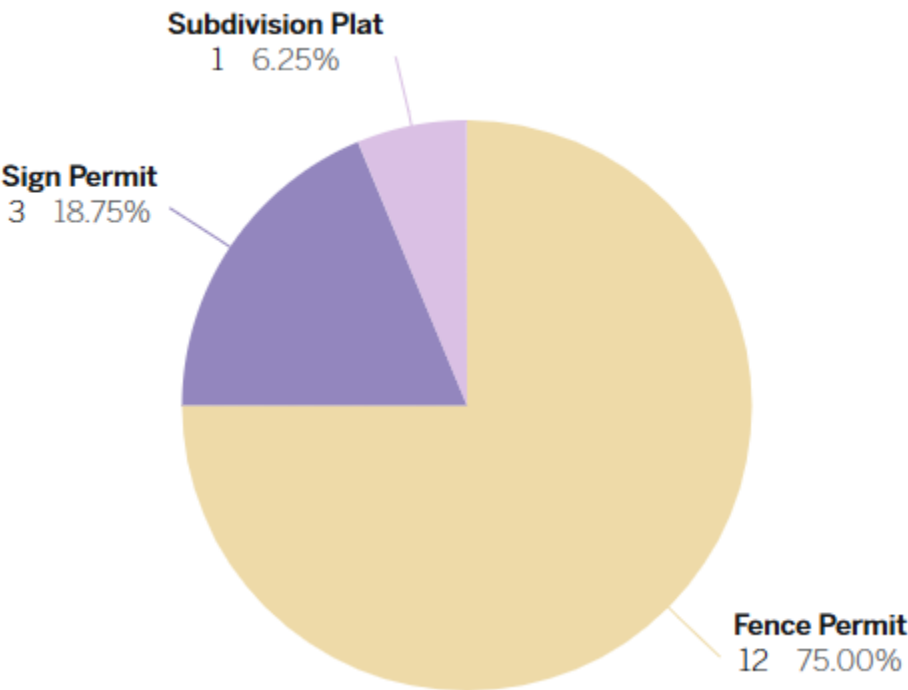
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT

August 2025

PLANNING AND DEVELOPMENT DIVISION

For the month of August, the Planning and Development staff processed and reviewed commercial site plans and various permits for zoning approval.

We have ongoing Economic Development projects both in the planning stage and under way. Some are very large projects that will have a significant positive impact if approved. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments, and have reviewed sixteen (16) submittals, broken down by review type below:



The City is currently developing Requests for Proposals (RFPs) for City-owned property. Staff have been evaluating available parcels and drafting RFPs tailored to both neighborhood priorities and broader community needs. These RFPs will address a range of housing types, including single-family, multi-family, and rental opportunities.

As part of this larger initiative, the Side Lot Program has been temporarily placed on hold. Given the City’s significant land holdings, we are prioritizing opportunities for larger-scale developments that can deliver greater community impact. The Side Lot Program is expected to resume at a later date.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
0	116	\$53,400

BUILDING INSPECTIONS DIVISION

For August, we issued 282 permits broken down by permit type below. Of those, we had 4 permits with a value of over \$250,000. The Division performed 412 inspections and 5 consultations.

<u>PERMIT TYPE</u>	<u># ISSUED</u>	<u>WORK VALUE</u>
Commercial Building	7	\$1,216,145
Demolition	13	\$172,750
Electrical	24	\$253,889
Fence	8	\$48,865
Fire Protection System	2	\$801,650
Mechanical	21	\$2,089,582
Plumbing	32	\$113,766
Residential Building	22	\$717,663
Roof	86	\$1,293,431
Sign	3	\$18,400
Solar Photovoltaic System	63	\$1,485,848
Swimming Pool	1	\$15,000
Temporary Structure/Use	0	\$0
Wheelchair Ramp	0	\$0
TOTAL	282	\$8,226,999

GRANTS DIVISION

Program	2025 YTD Completed	In Progress
CDBG Residential Rehab	13	6
HOME Residential Rehab	6	0
CDBG Roof Replacement	0	7
Emergency Program	15	0
Residential Exterior Program	0	11
Business Façade Program	1	6
Homebuyer Assistance Program	2	0

*In progress is a fluid number. This includes steps for program eligibility.

Current Timeliness Ratio: \$1,404,351.97 (unspent funds)/ \$1,303,056 (current allocation) = 1.08

The Grant's Division has continued to work through HUD processes for project eligibility. 6 Rehab contracts were signed, and 11 exterior contracts were prepared to go to council in September. The Emergency Program funds have been exhausted until we receive our FY 25 HUD funding in the fall. The team has also worked through merging all grants to our division and learning the processes for said grants.

Other happenings in the division...

- 2025-2029 Consolidated Plan and 2025 Action Plan approved. We should have grant agreements to take to council in October.
- Contract completed with OpenGov for grants management software
- Application submitted for the HUD Lead Hazard Reduction Grant
- All due diligence items submitted for HRAP roof only grant. Expected closing in September.
- Secured another lead licensed contractor for our programs.
- WSOY food drive was organized and launched by LeAnne Bond in partnership with Jessica Taylor at Transit.
- Submitted several reports and reimbursements for different agencies such as DCEO, USDA, and IHDA grants.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of August 2025.

ATTACHMENT

NEW CASES	
Health & Safety (72 Hour)	132
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	50
No Garbage Service	6
Nuisance	177
Secure of Abandoned Buildings	33
Weeds	360
TOTAL	758

RE-INSPECTION VISITS	
Code Enforcement	913
Weeds	272
TOTAL	1185

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	119
Weeds	154

WEED ABATEMENT	
Contractor Mowed	203
Owner Mowed	78
TOTAL	281

DEMOLITIONS	
Year-to-Date Demolished	0
New Cases	2
Sent to Legal	4
Sent to Council	27
Out to Bid	15
Contracts Granted	0
Contract Amount	\$0
Permits Issued	0
Permits Finaled	0
Active Demolitions	149

GARBAGE SERVICE COMPLAINTS	
Received	1

INVOICES*	
New Invoices	351
Dollar Amount	\$65,819.06

PAYMENTS RECEIVED**	
Weeds	\$790.00

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.



DECATUR FIRE DEPARTMENT

MEMORANDUM

2025-08

September 9, 2025

TO: Tim Gleason, City Manager

FROM: Neil Elder, Fire Chief

RE: Monthly Report – August 2025

In August, the Decatur Fire Department's call volume remained ahead of the 2024 pace, and this trend does not appear to be slowing. We are actively working with the City Manager and other first responder agencies in the city to identify solutions. Our hope is that the introduction of the new CAD system at CIRDC will allow us to better isolate certain calls to a single response agency, helping reduce overall call volume in the near future. This is a national challenge, not unique to Decatur, and it will not be resolved with a short-term fix. We are also reaching out to peer agencies to share ideas and identify additional strategies.

In August, we also experienced our first fire fatality of 2025. Our firefighters acted swiftly and performed an outstanding rescue effort, but unfortunately the child succumbed to fire-related injuries. Incidents of this nature are especially difficult for our members. To support their well-being, we provided a critical incident stress debriefing within 48 hours, personally checked on each firefighter involved, and offered additional resources through EAP and local counselors who specialize in critical incident response.

Finally, I am pleased to report that we have filled four firefighter vacancies. The recruits have begun academy training and are scheduled to graduate in October. Once they return, we will be at full staffing levels.

Incident Type Category	2025							
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1 - Fire	29	26	37	26	26	27	31	32
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	0	2	1	1	1	2	2	1
3 - Rescue & Emergency Medical Service Incident	927	843	911	779	904	858	940	1,018
4 - Hazardous Condition (No Fire)	27	18	43	25	103	46	41	38
5 - Service Call	121	104	144	121	107	113	107	127
6 - Good Intent Call	98	87	113	113	145	124	136	128
7 - False Alarm & False Call	79	57	83	70	67	63	88	75
8 - Severe Weather & Natural Disaster	0	0	0	0	0	0	0	0
9 - Special Incident Type	0	0	2	1	1	0	1	0
Grand Total	1,281	1,137	1,334	1,136	1,354	1,233	1,346	1,419

Busiest Companies in August	
Engine 1	330
Engine 3	261
Engine 5	242
Engine 6	228
Engine 4	176

Fire Prevention:

In the month of August, the Fire Prevention Bureau conducted 3 Fire Investigations. The Bureau conducted Inspections on tents at the Farm Progress show and was on standby for the week for drone activities. The Fire Prevention Bureau conducted multiple life safety inspections including Millikin buildings.

Inspections – 3 New Inspections & FPS

Public Relations – Farm Progress Show

Investigations – 3

-3054 South Sherwood - Johnson

-918 East Harrison – Jones

-642 South Jackson - Johnson

Training – Vector Solutions Online Training &

Monthly Fire Training

Smoke Detectors – 1 Install

Key Boxes – 3 Installs and 4 Key Box Removals

Youth Fire Setters Intervention – 1



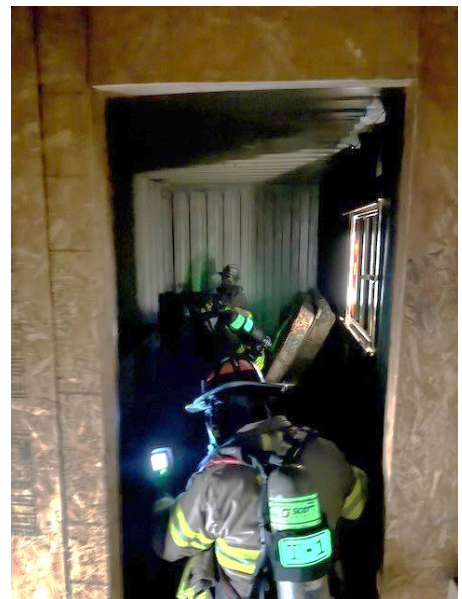


Training:

Fire:

Search & Rescue Training:

- We began Search & Rescue training for all members of the department in August, which will continue into September. Search & Rescue is one of the most important tactical priorities we have on the fire scene for the service we provide our citizens. The training is focusing on using equipment like thermal imaging cameras to assist our fire crews in locating victims as quickly as possible, then working on techniques to remove them from the structure.



Make-up Training:

- Members that missed the Hazmat Operations Refresher training in July or the Fire Apparatus and Water Delivery methods in June were caught back up this month. These were both required training courses to help maintain certain OSFM certifications.

EMS:

- All members completed monthly protocol reviews and hand-on training on the topic of airway emergencies. This training consisted of a review of our Memorial Health System protocols and a quiz on the topic, as well as scenario-based training designed to hone their skills on basic and advanced airway emergency equipment.

Certification Course:

- 14 newer members of the department completed a 40-hour Fire Apparatus Engineer course. This is a required course for all fire department personnel and is validated with an OSFM certification exam. The course teaches new operators how to safely and effectively operate department fire apparatus (fire engines and trucks). The course was delivered in the last week of August by the Deputy Chief of Training and Captains Gary Gundy and Tom Scheu.



Special Operations:

Drone Training:

- Several members of the department recently completed their FAA certification requirements for licensure as drone operators. The drone training this month focused on familiarizing these new operators with the department's drone equipment. Operators spent time on preflight checklists, hands-on flight time, visual observer training, and postflight operations.

Grants:

- At the end of July, the department was notified by Norfolk & Southern that it had been awarded an N&S Safety First grant in the amount of \$12,000. This grant will be used to purchase hose line and fittings for a variety of department uses, including high-rise buildings, long hose lays, and use for emergencies inside the N&S railyard.

Monthly Report on Priorities and Projects
Information Technology Department
Fiscal Year 2025
August

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- Began data qualification process for OpenGov Permitting module with the permitting staff.
- Migrated online payments for FOIA to Illinois Bill Pay.
- The Axon project for police was worked heavily in august but now is nearing completion. Still deploying cameras and recorders to vehicles and are working through some very minor issues.
- The new Tyler Safety records management system for police remains targeted to begin full time use in November. Officer training will be completed in September and October.
- Setting up training library of zoom videos for new employees and refresher courses.
- Spent considerable amount of time in August evaluating and selecting the best Asset Management system for us.
- New Tyler Time and Attendance application replacing several different staff time-keeping methods remains in progress.
- Upgrading all end-user computers to Windows 11 and currently have about 82% compliance. Windows 10 is no longer supported by Microsoft's lifecycle policy after October 14, 2025.
- The City phone system will be replaced with a cloud solution called Cisco Webex Calling in fiscal year 2026.
- The fiber optic project to expand the network from Eisenhower to Firehouse Seven continues and is still on track to be completed in December 2025.
- Spending time specifying what is required to get camera systems and signal returns for VULCAN project.
- We started a project with evaluating and cleaning up issues with the Council Chambers sound system. Anticipate completion of this project by the end of September.
- A very strong and time consuming effort is underway to replace several larger legacy DB2 applications and migrate them to other solutions.
- In August 2025, IT processed 109 Help Desk tickets, resolving 61 during the initial point of contact with IT staff (56% First Call Resolution Rate).

DECATUR ILLINOIS POLICE DEPARTMENT

2025 August Monthly Report

To: Mayor Julie Moore-Wolfe
City Council Members
City Manager Tim Gleason

From: Chief Brad Allen

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	4
Sergeant	19
Patrol Officer	116
TOTAL	143

Budgeted (Authorized) 148 (154)

<u>Non-deployable:</u> Officers at Academy or in FTO	20
<u>Non-deployable:</u> Officers on Injury Status	2
<u>Retirements/Resignations</u> Expected Next Month	1

Civilian Employee Staffing

Executive Assistant	1
Crime Analyst	2
Records Clerk	2
Records Supervisor	1
Parking Enforcement	2
Digital Forensic Examiner	2
Police Support Officer	1
Police Support Specialist	1
FOIA Specialist	1
TOTAL	13

Freedom of Information (FOIA) Requests

Month: 273 **YTD:** 1,626

DECATUR ILLINOIS POLICE DEPARTMENT

2025 August Monthly Report

PATROL DIVISION

Community Engagement

	<u>Amount</u>	<u>YTD</u>
Community Meetings	8	8
Directed Patrols	134	733
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0

General Patrol Activity

	<u>Amount</u>	<u>YTD</u>
Calls for Service/CAD Incidents	4,569	34,382
Criminal Arrests	401	2,879
Felony Drug Arrests	71	210
Firearms Seized	34	148
Field Interviews	110	913
City Ordinance Arrests	31	139
Unlawful Use of Motor Vehicles	118	868

Traffic Accidents

	<u>Amount</u>	<u>YTD</u>
Traffic Accidents	201	1,490
Fatal Accidents	3	6
Personal Injury Accidents	38	269

Traffic Enforcement

	<u>Amount</u>	<u>YTD</u>
Traffic Citations	574	4,623
Written Warnings	275	2,968
Parking Citations	439	3,155

Traffic Targeted Enforcement Stats

	<u>Amount</u>	<u>YTD</u>
Driving Under the Influence (DUI) Arrests	16	161
DUI's Involving Accidents	8	56
Electronic Communication Device Stops	14	112
Speeding Stops	215	1,798

DECATUR ILLINOIS POLICE DEPARTMENT

2025 August Monthly Report

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD	Price	Street Value
Cannabis	906	grams	3,567	\$10 / gram	\$35,670
Cocaine - Powder	13	grams	1,021	\$100 / gram	\$102,100
Cocaine - Crack	13	grams	93	\$100 / gram	\$9,300
Heroin	1	grams	73	\$300 / gram	\$21,900
Ecstasy	0	hits	35	\$20 / hit	\$700
Meth	973	grams	1,542	\$100 / gram	\$154,240
K2/Pills	44	pills	338		

	Amount	YTD
Search Warrants	3	32
Currency Seized	\$697	\$20,722
Firearms Seized	10	61
Vehicles Seized	2	6
Arrests	10	110

Detective Activity

	Amount	YTD
New Cases Assigned	145	1,271
Closed/Resolved Cases	121	836
Criminal Arrests	59	437
Homicides	1	4
Infant Death Investigations	1	1
Suicide Investigations	0	6
Missing Person Investigations	8	49
Computer/Cell Phone/Tech Exams	63	764

U.S. Marshals Great Lakes Task Force

	Amount	YTD
Felony Arrests	10	95
Misdemeanor Arrests	0	5
TOTAL	10	100

	Amount	YTD
Sex Offender Registrations	132	991

**Public Works Department
Monthly Report
August 2025**

Engineering:

Sanitary Sewer Herbicide Root Control Project:

Month Activity: Dukes Completed the 2nd year of application in March. The third and final year of application will be completed in 2026.

Project Background: The project was designed and advertised by Engineering Staff on December 13, 2023, with bids received on January 4, 2024. Dukes Root Control provided the lowest responsible bid, and the contract was awarded by City Council on January 16, 2024.

2024 State MFT Project:

Month Activity: All work is complete with only punch list items and project closeout remaining.

Project Background: The project was designed and advertised by Engineering Staff on July 24, 2024, with bids received on August 7, 2024. Dunn Company provided the lowest responsible bid, and the contract was awarded by City Council on August 19, 2024. The work was completed on Mound, Taylor and Wooddale and Wood Street will not be completed until the Spring.

2024 Local MFT Project:

Month Activity: All work is complete with only punch list items and project closeout remaining. **Project Background:** The project was designed and advertised by Engineering Staff on August 21, 2024, with bids received on September 4, 2024. Dunn Company provided the lowest responsible bid, and the contract was awarded by City Council on September 16, 2024.

Patching was completed on Franklin and Main St in October.

2024 Storm Drainage Improvement Projects:

Month Activity: The final restoration and seeding are scheduled for September/October.

Project Background: The project was designed and advertised by Engineering Staff on November 20, 2024, with bids received December 5, 2024. Entler Excavating provided the lowest responsible bid, and the contract was awarded by City Council on December 16, 2024. The storm sewer work was completed in May, the rough grading restoration work was completed in June.

2024 Traffic Signal Improvement Project:

Month Activity: Bodine has received the material, final approval and flaggers are pending with the railroad. Work is hopeful to be scheduled for fall.

Project Background: The project was designed and advertised by Engineering Staff on December 18, 2024, with bids received January 22, 2025. Bodine Electric of Decatur provided the lowest responsible bid, and the contract was awarded by the City Council on February 3, 2025.

Oakland and Grand Sewer Separation Project (Basin 5/6):

Month Activity: Work continued on the gravity sewer and the installation has been completed in the park. Work will continue and start on Rt 48 mid-September pending IDOT and Railroad approval.

Project Background: The project was designed by AECOM and advertised by Engineering Staff on December 17, 2024, with bids received February 11, 2025. Entler Excavating of Decatur provided the lowest responsible bid, and the contract was awarded by the City Council

on February 18, 2025, pending a loan received by the IEPA. The City received the loan from the IEPA Late March allowing for the project to be awarded to Entler.

27th St Reconstruction Project-Hubbard to Rt 48:

Month Activity: All work is complete, and the road is open. Final restoration and project closeout is scheduled for this fall.

Project Background: The project was designed and advertised by Engineering Staff on March 26, 2025, with bids received April 9, 2025. William Charles Construction Company LLC provided the lowest responsible bid, and the contract was awarded by the City Council on April 21, 2025.

Allen Bend Pump Station Replacement

Month Activity: Most of the materials have arrived, work is scheduled to begin in late September or early October.

Project Background: The project was designed and advertised by Engineering Staff on April 9, 2025, with bids received April 30, 2025. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by the City Council on May 19, 2025.

2024 Watermain Project

Month Activity: Work was completed on Highland Rd and started in the area of Rose, McKinley and Pythian off MLK Jr. Work will continue in this area in September.

Project Background: The project was designed and advertised by Engineering Staff on May 21, 2025, with bids received June 13, 2025. Ezell Excavating, Inc. provided the lowest responsible bid, and the contract was awarded by the City Council on July 7, 2025. Ezell completed the Deer Run location and started on the Highland Rd location in July. The work will

continue in August.

Country Club Boat Ramp Replacement

Month Activity: The existing ramp was removed with the new ramp poured ready to be pushed into place once cured. The work is expected in early September. The remaining work will continue once the new ramp is in place.

Project Background: The project was designed Martin Engineering and Advertised by Engineering Staff on May 28, 2025, with bids received June 18, 2025. Cothren's Custom Hardscapes provided the lowest responsible bid, and the contract was awarded by the City Council on July 7, 2025. Work is scheduled to start in early August.

Transit Parking Lot Improvements

Month Activity: Work started late August on the concrete patches. Work is expected to continue in September.

Project Background: The project was designed and advertised by Engineering Staff on April 2, 2025, with bids received May 6, 2025. Kinney Contracting provided the lowest responsible bid, and the contract was awarded by the City Council on July 7, 2025.

2025 Manhole Rehabilitation Project

Project Background: The project was designed and advertised by Engineering Staff on July 9, 2025, with bids received on July 30, 2025. Culy Contracting provided the lowest responsible bid, and the contract was awarded by the City Council on August 18, 2025.

MUNICIPAL SERVICES MONTHLY DATA
AUGUST 2025

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	464 patches	173.5	
Lead Service Replacement / Asphalt	0 sq yds	0	
Milling / Asphalt	19.00 sq yds	26	
Miscellaneous / Asphalt	0	77	
Pothole Patch / Repair	708 patches	194	
Street Repair / Asphalt	689.55 sq yds	142	
CONCRETE	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Concrete	0	129	
SS Utility Cuts / Brickstreet Repair	0 sq yds	0	
SS Utility Cuts / Curb & Gutter	0 linear ft	0	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	160 sq yds	31	
SS Utility Cuts / Sidewalk	250 sq ft	70.50	
Water Dept Cuts / Brickstreet Repair	0 sq yds	0	
Water Dept Cuts / Driveway	18.10 sq yds	71.5	
Water Dept Cuts / Pavement	36.45 sq yds	132	
Water Dept Cuts / Sidewalk	244 sq ft	66.5	
LS Replacement Sidewalk	511 sq ft	119	
LS Replacement Pavement	28.92	75	
LS Replacement Driveways	9 sq yds	28	

LS Replacement Curbs/Gutters	0 ln ft	0	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		197.5	
Flowerbed Maintenance		64	
Fountain		15	
Special Events / Downtown Parks		0	
Downtown Parks		34	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Electrical		2	
Re-Lamp Street Lights		0	
Street Light Maintenance		32 Regular / 30 OT	
Traffic Signal Repair		278.5 Regular / 25 OT / 19 HC	
Warning Siren Maintenance		3	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	99.01%	406.41	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		43	
Mowing City Lots		0	
Mowing City Property / ROW		268 Regular / 5 HC	
Mowing City Property / State ROW		185	
MSC Maintenance		77	
New Tree Care & Maintenance		0	

Pesticide Application		7	
Storm Damage Clean-up		78	
Stump Removal	0	14	
Tree Removal	170 (inch diameter)	87 Regular / 14 HC	
Tree Trimming	169	257.5 Regular / 64 HC	
Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		38	
Parking Lots/Garage Maintenance		21.5	
Parking Meter Collection		8	
Parking Meter Repair		18	
Miscellaneous / Parking		0	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	15,475 linear ft	48	
Catch Basin / Pumped	24	20	
Catch Basin / Repaired	5	52	
Culvert / Installed	0 linear ft	0	
Culvert / Jetted	0 linear ft	0	
Ditch / Cleaning	48 linear ft	10	
Storm Sewer / Jetted	0 linear ft	0	
Storm Sewer / Repaired	4	35	
Storm Manholes / Pumped	0	0	

Sanitary Back-up / Jetted	4,460 linear ft	43 Regular / 6 OT	
Sanitary Manholes / Pumped	0	0	
Sanitary Manholes / Repaired	0	0	
Sanitary Sewers / Cleaned	13,471 linear ft	44	
Sanitary Sewers / Jetted	0 linear ft	0	
Sanitary Sewers / Roots	9,118 linear ft	30	
Sanitary Sewers / Repaired	0	0	
Street Cleaning / 3 rd Shift	100.2 miles	37	
Street Cleaning / County Roads	0 miles	0	
Street Cleaning / Neighborhoods	101.2 miles	294	
Street Cleaning / Priorities	31.3 miles	47.5	
Street Cleaning / State Routes	100.6	61	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	130	4 Regular / 3 HC	
Miscellaneous Traffic Control		42	
Mowing Entry Signs		0	
Signs / Installed	9	19 Regular / 5 HC	
Signs / Made	99	81 Regular / 19 HC	
Signs / Repaired	47	83 Regular / 7 HC	
Striping / Paint	273,720 feet	389 Regular / 10 HC	
Striping / Tape	0 feet	0	
Symbols / Paint	0	0	

Symbols / Thermoplastic	0	0	
Traffic Control (set up & removal)		68 Regular / 8 OT / 8 HC	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property		0	
72-hour / Clean-Up	93	367	
72-hour / Travel Time		12	
Home Secures	31	65	

**Water Production Division
Monthly Report
August 2025**

Lake Decatur Water Level: Lake Decatur ended the month of August at a water level of 613.1, lower than recent years due to a dry and warm month. Only 1.7 inches of rainfall was measured at the plant in August, all in the first half of the month. For July 2023 and July 2024, the end-of-the-month water elevation 613.7 and 614.2, respectively. The last time the lake level was this low on August 31 was the drought of 2012. However, the level is not yet at the action level requiring voluntary conservation under the City's drought response plan. Proactive planning is underway to be ready for continued dry weather.

Water Production: In August, 657.0 million gallons (MG) of potable water were pumped into the water distribution system, continuing the trend of higher volumes. The MG pumped in June 2023 and June 2024, was 621.0 and 625.0, respectively.

Two Operators Pass Qualification Test: Congratulations to Joseph Born and Kathleen Davis, who both passed their certification exam for a Class A Water Treatment Plant Operator license!

Dewatering of Oakley Sediment Basin: Great work by Shane Ravelette and Justin

Brueggemann on a difficult project to dewater a pond within the Oakley Sediment Basin! The pond is a remnant of the dredging project and is a problem because the basin is not intended to hold water. In the 2024 drainage project, a drainage structure was installed near the pond, but the soils were too soft to be shaped into a ditch. Shane and Justin have been working over the past year to gradually dry out the soils enough to create a stable ditch. One of the more ingenious techniques they used was to make the soils stiffer by embedding tree trunks harvested from another City property. Their progress has been remarkable and as of August, they have lowered the level of the pond by about 50% and the drainage ditch is stable.

Teamwork to Implement Control System for Vulcan Watermine Pipeline: August also saw some excellent cross-departmental teamwork on Vulcan Watermine Pipeline project. The IT Department, working with the maintenance team in the Water Production Division, have been working together to set up a communication link to the water meter for the pipeline. Progress was going well until they found out that some trees were blocking the sight distance for the communications signal. The Lake and Watershed Section quickly responded to the need to clear the trees, allowing the project to move forward.

Chemical Feed Upgrades Continue: Several systems are nearing completion and will be put into service in September, including the chlorine dioxide system and the first hydrated lime system. The first hydrated lime system will use a large bin that has been empty since the plant was completed in 1989 (it was put in place for a chemical that was never used.) As the feed line to this bin was uncovered as part of the upgrade project, it was found that the original pipes and connections were in poor condition. The plant's maintenance team, led by John Dodwell, saved the day by fixing the deficient equipment in time for the project to proceed.

Electrical Upgrades Contract Moving Forward: During August, the contract was executed, a preconstruction meeting was scheduled, and the Ameren energy-saving incentives were submitted. The incentive amount will be on the order of \$130,000.

Disinfection Byproduct (DBP) Reduction Progress: During August, the results came in from the battery of water samples and jar testing done in July. Preliminary analysis indicates that the plant already does a good job removing the precursors to DBPs but there are some additional treatment methods that would make a difference. The bigger issues appear to be out in the distribution system. The team will revisit the alternative analysis in the near future. That said, the most recent quarterly DBP test results were better than expected, both for Decatur and Mount Zion.

One of the treatment options is to use granular activated carbon (GAC) to further reduce precursors to DBP formation. During August, a pilot plant to test the effectiveness of GAC was delivered; it will be placed into service in early September.

Country Club Boat Ramps: The boat ramp upgrades on Country Club Drive are underway and are going well.

Proactive Maintenance Management: Proactive maintenance activities during August included: greasing the north end of the bascule cylinders at Lake Decatur dam, quarterly resistance testing on electrical equipment, monthly vibration inspections, recalibrating salt brine level indicators for the Nitrate removal facility, as well as 74 preventive maintenance tasks.

Reactive Repairs: Reactive maintenance activities during August included: reinstalling the Asian Carp barriers on the south end of Lake Decatur dam, replacing the fluoride pumps, replacing a level sensor on Filter 4, replacing a valve on Chlorine feeder #5, replacing a paddle drive motor on Slaker 1, replacing a paddle drive belt on Slaker 3, repairing piping on the

anionic polymer feed system, replacing a gearbox in the north access gate, and replacing a control device on the sodium chlorite feed system.

Security Breach: At the end of the day on August 25, an uninvited visitor entered the front door to the plant, which had a mechanical issue (now fixed). The visitor simply signed the guest book, then left. Although no harm was done, this incident highlights the need for improved physical security. An engineering assessment of physical security is proposed in the budget for 2026.

EnergySense Resilience Site Visit: The University of Illinois offers a no-cost energy efficiency evaluation to public utilities. In August, two engineers from the program visited the South Water Treatment Plant. They noted that the plant is already operating at high efficiency but identified some improvements to make it even better. These include converting the high service pumps to variable frequency drive motors. This conversion would also help the plant run at a steadier state. Further investigation and a report is pending.

High Performance Leadership Program: Robert Weil is one of the leaders selected to participate in the High-Performance Leadership Program through the National League of Cities and the Performance Development Academy. It kicked off in August and is an intensive 12-week program, very rich in content and interaction.

Illinois Biomass Innovation Hub Field Day: Robert Weil represented the City at the Illinois Biomass Innovation Hub field day. This is a new venture from the University, intended to promote bioenergy and biomanufacturing from perennial crops such as miscanthus. Several manufacturers were represented, including Genera, Victoria's Secret and Woodwurks. Increased planting of perennial grasses would benefit the watershed. Also, bioproducts such as biochar could reduce the need for synthetic fertilizers.

Lake Decatur Watershed Management Plan:

- The watershed team had a booth at the 2025 Farm Progress Show for the first time in the Partners of Conservation Tent.
- American Farmland Trust hosted the “Power of Perennials Workshop” on Richland’s Campus where they discussed bio energy crops and future markets.
- 2025 RCPP allocated a total of \$7 Million for in field practices. We may have enough enhancement funds to have a sign up in 2026. That will be the last year for the current RCPP.
- Next year we are anticipating an announcement for a renewal of the RCPP grant so we can apply for more funds.
- 2023 IEPA Section 319 Shoreline stabilization project has been awarded to G & H Marine and will be constructed this fall.
- The team is receiving bids on projects and finalizing landowner agreements for fall projects.
- Lake Patrol is finishing up the year. However, we will be staffed on the weekends through the end of September.

Performance Outcomes:

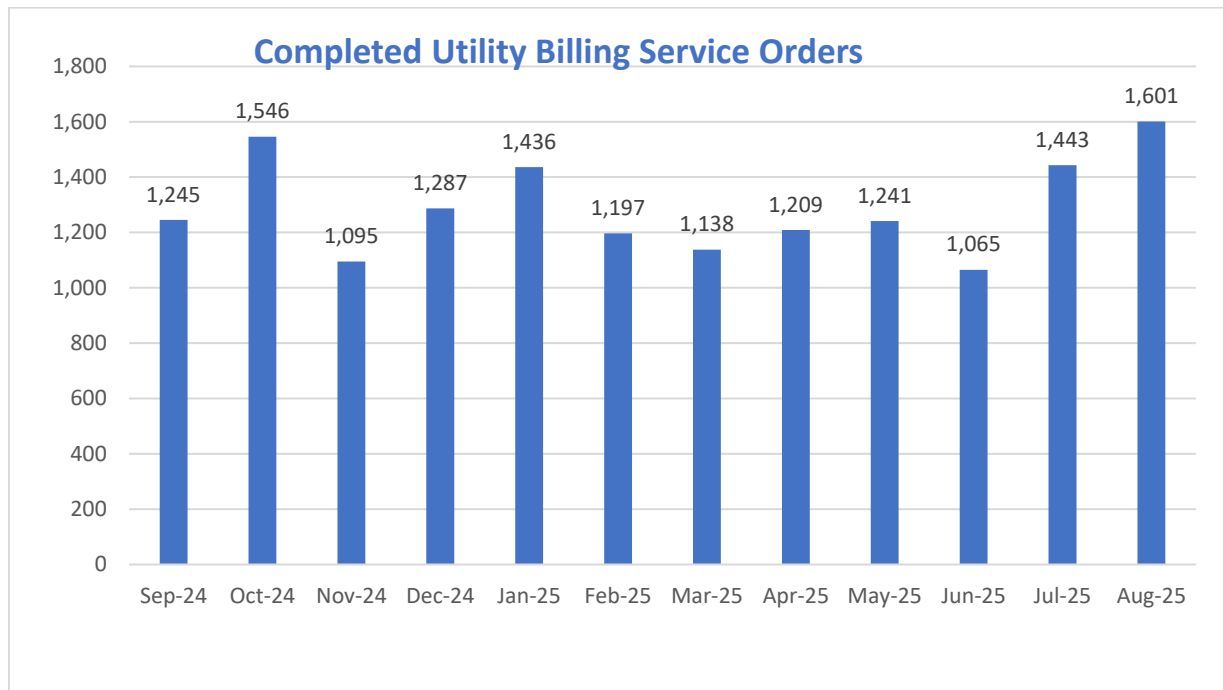
1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All of these standards were met or exceeded this month. In July, the IEPA tested water from Lake Decatur for levels of cyanotoxins, and no detectable levels were found.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents or OUIs occurred this month.

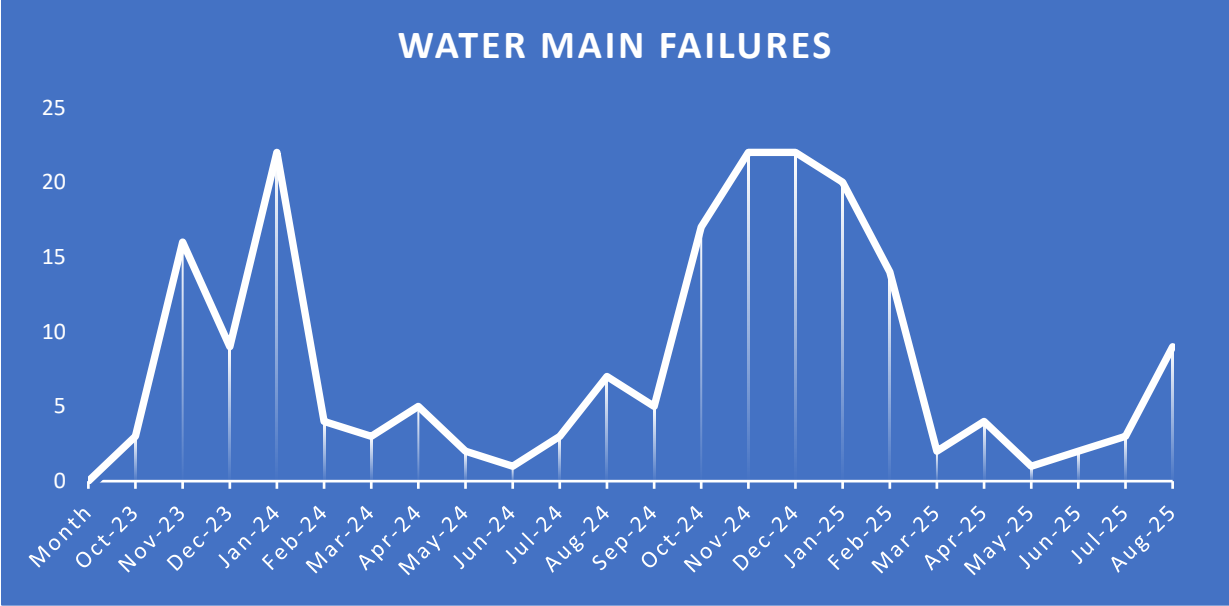
3. Reduce the amount of sediment accumulating in the lake annually. Turbidity in the raw water entering the plant continues to be low, indicating low sediment.

Water Services:

August 2025

Water Services staff repaired or replaced 9 water main failures, 15 water services, 3 system valves, 2 fire hydrants and inspected 16 system control valves and 3 fire hydrants. Completed 101 miscellaneous distribution system orders and 1,601 Utility Billing service orders.





Transportation Services Department

Monthly Report

August 2025

Mass Transit Division

For the month of August, the Mass Transit staff completed the following projects:

1. Farebox replacement was approved and awarded to Modeshift. We have been working through the workplan and are building out the app and reports.
2. A grant-based concrete project to make improvements at the Multimodal Transit Center has been approved by IDOT. This will improve curb cuts, ADA accessibility, and sidewalk improvements. This project will start in September.
3. A grant-based project to demolish the rest of the Tommy House tire buildings has been approved. This is pending IDOT approval.
4. Microtransit Operations has been focused on hiring & training drivers; building out and testing the app, and preparing to launch countywide.

Our ridership for the month consisted of the following:

Mon-Sun	Fixed Route	Paratransit	Total
Passenger Rides	74,672	1,518	76,190
Miles Driven	78,239	8,603	89,842
On Time Performance	96%	97%	
Train Delays	9	4	13

Facilities Maintenance Division

The Maintenance Manager has developed individualized building inspection reports for each facility based on the model that transit uses for the FTA requirements. Each City building will receive Quarterly inspections-these inspections will aid in long term capital planning and maintenance costs.

1. Transit Facilities: We need to replace the large double doors at the Transit Center and remodel the Paratransit front desk office. The breakroom in the bus barn was updated to accommodate the new microtransit drivers.
2. Library Facilities:
 - a. Library: Chiller replacement is in the testing phase prior to project closeout. Roof has final phase scheduled prior to project closeout. Monthly PMs completed.
3. Police Facilities: Monthly maintenance inspection completed and minor repairs made.
4. MSC: work on fire suppression system and inspections.
5. Fire Department: Ongoing repairs and projects across all fire stations.

Transit Maintenance & EV Division

For the month of August, the EV staff completed the following projects:

1. Achieved 100% on time completion of all preventative maintenance tasks for assets.
2. Secured and received a used Ford cutaway from McLean County, provided courtesy of IDOT, for integration into rural fleet.
3. Completed light upgrade at the transit garage, enhancing safety and efficiency.
4. Installed and went live with (3) Level 2 Chargers at transit Admin.
5. Completed FY26 Budget for Division.
6. Deployed the new larger bus shelter at the Walmart East location.