



Monday, December 1, 2025
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. 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.

IV. Approval of Minutes

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

V. Unfinished Business

VI. New Business

1. An Ordinance Levying Property Taxes for the City of Decatur, Illinois for the Purpose of Raising Revenue to Meet Certain Necessary Expenses of the City for the Fiscal Year Beginning January 1, 2026, and Ending December 31, 2026, and Fixing a Time When the Same Shall Take Effect
2. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2014 Series Bonds
3. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2016 Series Bonds
4. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2018 Series Bonds
5. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series B Bonds

6. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2019 Series Bonds
7. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2020 Series Bonds
8. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2022 Series Bonds
9. An Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2025 Series A Bonds
10. Resolution Rescinding Resolution R2023-19 Authorizing American Rescue Plan Act (ARPA) and Home Investment Partnership Funds for the Redevelopment of Garfield School
11. Resolution Authorizing Home Investment Partnership Funds for the Redevelopment of Garfield School
12. Resolution Authorizing Real Estate Purchase Agreement Between City of Decatur, Illinois and Garfield School Associates, LP for the Property Located at 1077 West Grand Ave Lot One of Garfield School Apartments Addition
13. Resolution Authorizing Real Estate Purchase Agreement Between City of Decatur, Illinois and Garfield School Associates, LP for the Property Located At 1077 West Grand Ave Lot Two of Garfield School Apartments Addition
14. City Manager Update
15. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Ordinance Annexing Territory 3968 West Division Street
 - B. Resolution Authorizing the Execution of an Agreement for Faries Parkway Concrete Patching City Project 2025-36
 - C. Resolution Appropriating Additional Motor Fuel Tax Funds for the Construction Maintenance Agreement with the Illinois Central Railroad to Improve the Brush College Road Grade Crossing Separation Project City Project 2009-33 Section 09-00933-01-BR

VII. Other Business

VIII. Adjournment

CITY COUNCIL MINUTES
Monday, November 17, 2025

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

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

Interim City Manager Melissa Hon attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Mark Birch, Dennis Hepworth and Abeer Motan.

Mayor Moore Wolfe called for approval of the minutes.

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

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

R2025-302 Resolution Accepting the FY2025 Safe Streets and Roads for All Comprehensive Safety Action Plan, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilman Culp.

Ms. Lacie Elzy, Director of Economic & Community Development, provided an overview of the Resolution.

Mr. Andrew Abernathy from Guidepost Solutions provided a brief introduction and spoke about the development of the proposed safety action plan.

Mr. Neil Stika from Kapur & Associates spoke about his background and presented an overview of their findings and recommendations and addressed questions from Council members regarding the proposed plan.

Ms. Elzy, Director of Economic & Community Development, answered questions from Council members about future steps.

Interim City Manager Hon answered questions from Council members regarding funding for crosswalk enhancements.

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

R2025-303 Resolution Amending City Council Policies Fund Reserves, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilman Culp.

Interim City Manager Hon provided an overview of the Resolution.

Council members shared their thoughts on the proposed Resolution to reduce cash reserves from 90 days to 75 days.

Interim City Manager Hon responded to inquiries regarding the approximately \$400,000 deficit in the proposed 2026 budget.

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

Mayor Moore Wolfe called for a Public Hearing in the Matter of the 2026 Budget.

Mayor Moore Wolfe opened the Public Hearing at 6:08 p.m.

The following citizen provided comments to the Council: Abeer Motan.

Mayor Moore Wolfe declared the Public Hearing closed at 6:11 p.m.

2025-75 An Ordinance Adopting the Fiscal Year 2026 Budget and Appropriating Monies for the Purpose of Defraying the Expenses of Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2026, and Ending December 31, 2026, Including All Outstanding Claims and Obligations, and Fixing a Time When the Same Shall Take Effect, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilman Culp.

Interim City Manager Hon provided an overview of the Ordinance.

Council members expressed their thoughts on the proposed budget while thanking staff for finding ways to reduce the amount of spending and thanking residents for their input.

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

Interim City Manager Hon spoke about the success of Decatur Moves and the completion of the Staley Boat Ramp Project. She also shared that the iFAB Biomanufacturing Summit will be held on March 11, 2026, and that staff is participating in the “Season of Giving” through programs such as Toys for Tots, United Way and Coats for Kids.

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

Item A. R2025-304 Resolution Authorizing Payment of the 2026 Central Illinois Regional Dispatch Center Invoice - User Fees for the Decatur Police Department and Decatur Fire Department
Item D. Receiving and Filing of Minutes of Boards and Commissions

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

2025-76 Ordinance Amending City Code - Chapter 70 - Property Maintenance Code, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilman Culp.

Ms. Elzy, Director of Economic & Community Development, gave an overview of the Ordinance and answered questions from Council members regarding procedures that are followed when structures are occupied.

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

R2025-305 Resolution Authorizing Action Regarding Unsafe Structures, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilman Culp.

Ms. Elzy, Director of Economic & Community Development, gave an overview of the Ordinance and answered questions from Council members regarding the timeframe for the demolition of structures.

Ms. Wendy Morthland, Corporation Counsel, answered questions regarding the timeframe for the demolition of structures, and discussed conditions that could accelerate the demolition process.

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

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

Councilman Culp thanked IBEW for decorating downtown Decatur and the Transfer House and offered condolences for the loss of one of their members. Councilman McDaniel thanked staff for recommendations in supplementing the city's water supply and Councilman Cooper requested a status update on 804 West Wood Street.

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

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:32 p.m.

Approved _____
Kim Althoff
City Clerk

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: November 24, 2025

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Melissa Hon, Interim City Manager
Gregg D. Zientara, City Treasurer & Interim Finance Officer

SUBJECT: Property Tax Levy for Assessed Year 2025 Pay Tax Year 2026

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached series of Ordinances, which set the property tax levy for the City of Decatur for assessed value year 2025 pay tax year 2026 and abate certain of the general obligation bond debt service payments, whereby such abatement will exclude said debt service payment from inclusion and extension in the property tax levy.

The 2025 property tax levy presented herewith for adoption by council is a “flat property tax levy” to the 2024 property tax levy. Such is in accordance with council desires as included in the 2026 budget adopted by the City Council on November 17, 2025.

\$ (whole)	Tax levy	Tax Abatement(s)	Tax Levy After Abatement(s)
2025 Tax Levy	27,911,083.76	11,180,669.76	16,730,414.00
2024 Tax Levy extended	28,004,691.52	11,274,277.26	16,730,414.26
2025 vs. 2024	(93,607.76)	(93,607.50)	(0.26)

The 2025 property tax levy presented herewith for council adoption and the 2025 projected assessed value to be determined by the Macon County Assessor with certification by the Illinois Department of Revenue, will yield a city property tax rate of \$1.39607 per \$100 of assessed value.

This would represent a reduction in the city property tax rate versus the prior year city property tax rate of “ten cents” per \$100 of assessed value.

POTENTIAL OBJECTION:

There are no known objections to this ordinance request.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCES:

Melissa Hon, Interim City Manager
Gregg D. Zientara, City Treasurer & Interim Finance Officer

BUDGET/TIME IMPLICATIONS:

Upon adoption of the City property tax levy and tax abatement ordinance(s), the City Clerk will file a certified copy of all ordinances with the Macon County Clerk prior to December 16, 2025, in accordance with State Statute.

ORDINANCE NO. 2025 -

**AN ORDINANCE LEVYING PROPERTY TAXES FOR THE CITY OF DECATUR,
ILLINOIS FOR THE PURPOSE OF RAISING REVENUE TO MEET CERTAIN
NECESSARY EXPENSES OF THE CITY FOR THE FISCAL YEAR BEGINNING
JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026,
AND FIXING A TIME WHEN THE SAME SHALL TAKE EFFECT**

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

WHEREAS, the City of Decatur is required to establish the Property Tax Levy for the City of Decatur for the year of assessed value with property tax payable in the subsequent year, the City hereby with this Ordinance affixes the Property Tax Levy for assessed value in calendar year 2025 and with tax payable in calendar year 2026.

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

Section 1. That there is hereby levied upon all the taxable property within the corporate limits of the City of Decatur, Illinois, as the same is taxed and equalized for State and County purposes for the fiscal year beginning with the 1st day of January, 2026, and ending on the 31st day of December, 2026, the sum of Twenty-Seven Million, Nine Hundred Eleven Thousand, Eighty-Three Dollars and Seventy-Six Cents (\$27,911,083.76) for which said sum is hereby levied and is appropriated for purposes specified as follows, and that there is hereby abated upon all taxable property within the corporate limits of the City of Decatur, Illinois, the sum of Eleven Million, One Hundred Eighty Thousand, Six Hundred Sixty-Nine Dollars and Seventy-Six Cents (\$11,180,669.76) resulting in a Net Tax Levy of Sixteen Million, Seven Hundred Thirty Thousand, Four Hundred Fourteen Dollars and Zero Cents (\$16,730,414.00).

	Tax Levy \$	Abate \$	Net Tax Levy \$
Decatur Police Pension	6,835,000.00	-	6,835,000.00
Decatur Firefighter Pension	5,665,000.00	-	5,665,000.00
Decatur Public Library	3,300,000.00	-	3,300,000.00
Decatur Municipal Band	70,000.00	-	70,000.00
GO Bond 2014	1,357,200.00	1,357,200.00	-
GO Bond 2016	1,742,006.26	1,742,006.26	-
GO Bond 2018	2,070,500.00	2,070,500.00	-
GO Bond 2019	776,188.00	-	776,188.00
GO Bond 2019 Series B	147,373.50	147,373.50	-
GO Bond 2020	1,941,100.00	1,856,874.00	84,226.00
GO Bond 2022	1,823,000.00	1,823,000.00	-

GO Bond 2025 Series A	2,183,716.00	2,183,716.00	-
Total Property Tax Levy	27,911,083.76	11,180,669.76	16,730,414.00

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

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

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

PRESENTED, ADOPTED AND RECORDED this 1st day of December 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ORDINANCE NO. 2025 -

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

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

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal years 2026 and 2027.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2026 and ending December 31, 2026, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2014-04 GO Bond Series 2014	1,357,200.00	1,357,200.00	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2025 assessed value year with property tax payable in 2026.

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

PRESENTED, ADOPTED AND RECORDED this 1st day of December, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ORDINANCE NO. 2025 -

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

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

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal years 2026 and 2027.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2026 and ending December 31, 2026, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2016-70 GO Bond Series 2016	1,742,006.26	1,742,006.26	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2025 assessed value year with property tax payable in 2026.

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

PRESENTED, ADOPTED AND RECORDED this 1st day of December, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ORDINANCE NO. 2025 -

**AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF
DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2018 SERIES BONDS**

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

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal years 2026 and 2027.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2026 and ending December 31, 2026, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2018-16 GO Bond Series 2018	2,070,500.00	2,070,500.00	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to partially abate said levy and to extend the same as so abated for the 2025 assessed value year with property tax payable in 2026.

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

PRESENTED, ADOPTED AND RECORDED this 1st day of December 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ORDINANCE NO. 2025 -

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

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

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year 2026.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2026 and ending December 31, 2026, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2019-200 GO Bond 2019 Series B	147,373.50	147,373.50	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2025 assessed value year with property tax payable in 2026.

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

PRESENTED, ADOPTED AND RECORDED this 1st day of December 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ORDINANCE NO. 2025 -

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

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

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year 2026

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2026 and ending December 31, 2026, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2019-46 GO Bond 2019 Series	776,188.00	776,188.00	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2025 assessed value year with property tax payable in 2026.

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

PRESENTED, ADOPTED AND RECORDED this 1st day of December 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ORDINANCE NO. 2025 –

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

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

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal year 2026.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2026 and ending December 31, 2026, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2020-85 GO Bond 2020 Series	1,941,100.00	1,856,874.00	84,226.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2025 assessed value year with property tax payable in 2026.

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

PRESENTED, ADOPTED AND RECORDED this 1st day of December 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ORDINANCE NO. 2025 –

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

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

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal years 2026 and 2027.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2026 and ending December 31, 2026, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2022-05 GO Bond 2022 Series	1,823,000.00	1,823,000.00	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2025 assessed value year with property tax payable in 2026.

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

PRESENTED, ADOPTED AND RECORDED this 1st day of December 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ORDINANCE NO. 2025 –

**AN ORDINANCE ABATING THE PROPERTY TAX LEVY FOR THE CITY OF
DECATUR, ILLINOIS FOR GENERAL OBLIGATION 2025 SERIES A BONDS**

WHEREAS, by Ordinance No. 2025-43 passed and adopted on May 19, 2025, the City Council of the City of Decatur, Illinois, caused general obligation refunding bonds of the City to be issued and did levy therein certain sums to pay principal and interest on said bonds; and

WHEREAS, funds other than those raised by general taxation have or will become available to timely pay such principal and interest as the same become due in fiscal years 2026 and 2027.

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

Section 1. That the following tax levies for interest on and principal of the indicated bonds for the year commencing January 1, 2026 and ending December 31, 2026, be, and the same are hereby abated as follows:

Ordinance No and Bond Issue	Ordinance Tax Levy	Abatement	Net Tax Levy
2025-43 GO Bond 2025 Series A	2,183,716.00	2,183,716.00	0.00

Section 2. That the County Clerk of the County of Macon, Illinois, be, and is hereby authorized and directed to fully abate said levy and to extend the same as so abated for the 2025 assessed value year with property tax payable in 2026.

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

PRESENTED, ADOPTED AND RECORDED this 1st day of December 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT
No. 2025-34

December 1, 2025

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, Interim City Manager
Lacie Elzy, Economic & Community Development Director

SUBJECT: 1. Resolution Rescinding Resolution R2023-19 and 2. Resolution Authorizing Home Investment Partnership Funds for the Redevelopment of Garfield School.

SUMMARY RECOMMENDATION: Staff recommends that Council adopt two resolutions related to the Garfield School Redevelopment Project:

1. A resolution rescinding Resolution R2023-19 due to the unavailability of American Rescue Plan Act (ARPA) funds.
2. A companion resolution authorizing the full commitment of \$675,000 in HOME Investment Partnership Program funds to the project.

BACKGROUND: In 2023, the City Council approved Resolution R2023-19, which allocated \$375,000 in ARPA funds and \$300,000 in HOME funds to support the Garfield School Redevelopment Project. Since that time, all ARPA funds available for this purpose have been fully expended, and no remaining ARPA balance is available to fulfill the previous allocation.

To maintain project momentum and ensure compliance with funding requirements, staff recommend rescinding the prior ARPA authorization and replacing it with a revised commitment consisting solely of HOME funds. The new resolution commits \$675,000 in HOME funds and authorizes the City Manager or designee to execute all required documents to advance the redevelopment.

This funding structure aligns with the City's HUD-approved Consolidated Plan and ensures the project remains viable without reliance on unavailable ARPA resources.

POTENTIAL OBJECTIONS: There are no known objections.

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

BUDGET/TIME IMPLICATIONS: The updated commitment utilizes \$675,000 in HOME Investment Partnership Program funds. No ARPA funds remain available for allocation. All expenditures will comply with HUD regulations, including environmental review and eligible-use requirements.

RESOLUTION NO. R2025_____

**RESOLUTION RESCINDING RESOLUTION R2023-19 “AUTHORIZING
AMERICAN RESCUE PLAN ACT (ARPA) AND HOME INVESTMENT
PARTNERSHIP FUNDS FOR THE REDEVELOPMENT OF GARFIELD
SCHOOL”**

WHEREAS, the City approved Resolution R2023-19 authorizing the use of \$375,000 of American Rescue Plan Act funds and \$300,000 of HOME Investment Partnership funds for the Garfield School Redevelopment project; and,

WHEREAS, the City no longer has American Rescue Plan Act funds to available to commit to this project; and,

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

Section 1. That the City rescinds Resolution R2023-19 authorizing the use of \$375,000 of American Rescue Plan Act funds.

PRESENTED and ADOPTED this 1st day of December 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

No. 2025-

December 1, 2025

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, Interim City Manager
Lacie Elzy, Economic & Community Development Director

SUBJECT: 1. Resolution Rescinding Resolution R2023-19 and 2. Resolution Authorizing Home Investment Partnership Funds for the Redevelopment of Garfield School.

SUMMARY RECOMMENDATION: Staff recommends that Council adopt two resolutions related to the Garfield School Redevelopment Project:

1. A resolution rescinding Resolution R2023-19 due to the unavailability of American Rescue Plan Act (ARPA) funds.
2. A companion resolution authorizing the full commitment of \$675,000 in HOME Investment Partnership Program funds to the project.

BACKGROUND: In 2023, the City Council approved Resolution R2023-19, which allocated \$375,000 in ARPA funds and \$300,000 in HOME funds to support the Garfield School Redevelopment Project. Since that time, all ARPA funds available for this purpose have been fully expended, and no remaining ARPA balance is available to fulfill the previous allocation.

To maintain project momentum and ensure compliance with funding requirements, staff recommends rescinding the prior ARPA authorization and replacing it with a revised commitment consisting solely of HOME funds. The new resolution commits \$675,000 in HOME funds and authorizes the City Manager or designee to execute all required documents to advance the redevelopment.

This funding structure aligns with the City's HUD-approved Consolidated Plan and ensures the project remains viable without reliance on unavailable ARPA resources.

POTENTIAL OBJECTIONS: There are no known objections.

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

BUDGET/TIME IMPLICATIONS: The updated commitment utilizes \$675,000 in HOME Investment Partnership Program funds. No ARPA funds remain available for allocation. All expenditures will comply with HUD regulations, including environmental review and eligible-use requirements.

RESOLUTION NO. R2025_____

**RESOLUTION AUTHORIZING HOME INVESTMENT PARTNERSHIP
FUNDS FOR THE REDEVELOPMENT OF GARFIELD SCHOOL**

WHEREAS, the City approved Resolution R2023-19 authorizing the use of \$375,000 of American Rescue Plan Act funds and \$300,000 of HOME Investment Partnership funds for the Garfield School Redevelopment project; and,

WHEREAS, the City no longer has American Rescue Plan Act funds to available to commit to this project; and,

WHEREAS, the City of Decatur remains committed to advancing the Garfield School Redevelopment Project, which aligns with the City's Consolidated Plan.

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

Section 1. That the City hereby commits \$675,000 of HOME Investment Partnership funds to the Garfield School Redevelopment Project.

Section 2. That the City Manager or their designee, be, and are hereby, authorized and directed to sign any necessary agreement documents for the Garfield School Redevelopment Project on behalf of the City.

PRESENTED and ADOPTED this 1st day of December 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

No. 2025-35

December 1, 2025

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, Interim City Manager
Lacie Elzy, Economic & Community Development Director

SUBJECT: Resolutions Authorizing Real Estate Purchase Agreements for Garfield School Lot One and Lot Two

1. Resolution Authorizing Real Estate Purchase Agreement Between City of Decatur, Illinois and Garfield School Associates, LP for the Property Located at 1077 West Grand Ave Lot One of Garfield School Apartments Addition and
2. Resolution Authorizing Real Estate Purchase Agreement Between City of Decatur, Illinois and Garfield School Associates, LP for the Property Located At 1077 West Grand Ave Lot Two of Garfield School Apartments Addition

SUMMARY RECOMMENDATION: Staff recommends approval of two companion resolutions authorizing execution of the Real Estate Purchase Agreements between the City of Decatur and Garfield School Associates, LP for the sale of Lot One and Lot Two of the Garfield School Apartments Addition, located at 1077 West Grand Avenue.

BACKGROUND: The former Garfield School, constructed in 1925, remains a key historic asset and redevelopment priority for both the City and surrounding neighborhood. Through extensive stakeholder discussions and collaboration with the Illinois Housing Development Authority (IHDA), a clear redevelopment vision emerged—one that preserves the school’s architectural character while delivering much-needed senior housing.

Garfield School Associates, LP (a partnership including Bywater Development Group, Simmons Development Group, SOCA YR, and their design and construction partners) proposes a \$20.7 million redevelopment that includes:

- 63 affordable, energy-efficient senior apartments (for residents age 55+)
 - 32 units created through historic rehabilitation of the existing building
 - 31 units constructed in a new addition
- A mix of studio, one-bedroom, and two-bedroom apartments
- 18 units reserved for Decatur Housing Authority-assisted households
- On-site management, community spaces, lounges, and shared amenities
- Solar panel installation and Enterprise Green Community Plus sustainability certification goals

Market analysis continues to confirm strong demand for quality senior housing at 50%, 60%, and 80% AMI, reinforcing the project’s alignment with community needs.

Because the Garfield property consists of two legally platted lots, each lot requires its own Real Estate Purchase Agreement and corresponding Council resolution. Approval of these resolutions enables the developer to proceed with closing, secure final financing, and begin rehabilitation and construction.

POTENTIAL OBJECTIONS: There are no known objections.

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

BUDGET/TIME IMPLICATIONS: Upon Council authorization and execution of closing documents, the City will finalize the sale of both parcels. Proceeds will be deposited and processed in accordance with City policy.

RESOLUTION NO. R2025_____

**RESOLUTION AUTHORIZING REAL ESTATE PURCHASE
AGREEMENT BETWEEN CITY OF DECATUR, ILLINOIS AND
GARFIELD SCHOOL ASSOCIATES, LP FOR THE PROPERTY
LOCATED AT 1077 WEST GRAND AVE LOT ONE OF GARFIELD
SCHOOL APARTMENTS ADDITION**

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

WHEREAS, the City desires to sell the property located at 1077 West Grand Avenue, Decatur, Illinois, designated as Lot One (1) of Garfield School Apartments Addition per Plat 2025R-008723 in the Records of the Recorder’s Office of Macon County, Illinois and formally known as the Garfield School, for redevelopment.

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

Section 1. That the Real Estate Purchase Agreements attached hereto and marked Exhibit A, between the City and the Garfield School Associates, LP, an Illinois limited partnership, shall be executed and approved.

Section 2. That the City shall be authorized to sell the property located at 1077 West Grand Ave, Decatur, Illinois as per the terms and conditions set forth in the Real Estate Purchase Agreement in Exhibit A.

Section 3. That the City Manager and City Clerk or designees be, and they are hereby, authorized and directed to sign any necessary instrument to complete the sale on behalf of the City.

PRESENTED and ADOPTED this 1st day of December 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

EXHIBIT A

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE (this “*Contract*”), is entered into between CITY OF DECATUR, ILLINOIS (“*Seller*”) and GARFIELD SCHOOL ASSOCIATES, LP, an Illinois limited partnership or its assigns (“*Purchaser*”), as of December __, 2025 (the “*Effective Date*”). Seller and Purchaser may be referred to collectively as the “*Parties*” or individually as a “*Party*”.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually covenanted and agreed as follows:

1. **Property.** Seller hereby sells and agrees to convey to Purchaser and Purchaser hereby purchases from Seller:

Approximately 124,730 square feet of certain real property, being a portion of a parcel totaling approximately 2.86 acres, designated as Lot One (1) of Garfield School Apartments Addition per Plat 2025R-008723 in the Records of the Recorder’s Office of Macon County, Illinois. The property is further described in **Exhibit A** and commonly known as 1077 W. Grand Ave., Decatur, Illinois (the “*Property*”).

2. **Purchase Price.** Seller agrees to sell, and Purchaser agrees to buy the Property for the total consideration, equal to Two Hundred Seventy Five Thousand and 00/100 Dollars (\$275,000) (the “*Purchase Price*”). The Purchase Price shall be paid at closing.

3. **Taxes.** Real estate taxes assessed by Macon County, Illinois or other applicable taxing jurisdiction for the year of closing shall be prorated as of the date of closing for the year, and taxes for each subsequent year thereafter shall be paid by Purchaser.

4. **Title.** Title merchantable in fact shall be conveyed by Quitclaim Deed free and clear of all encumbrances except as herein provided. Should Seller be unable to convey good title acceptable to Purchaser’s Attorney and Title Company, Seller shall refund all sums advanced by Purchaser to Seller and neither party shall have any further rights under this Contract.

5. **Title Insurance.** Prior to closing, Purchaser shall have received a Title Commitment for an ALTA (Form B) Policy of Title Insurance in an amount equal to the Purchase Price. Said Commitment shall obligate the Title Insurance Company to insure the Title to the Property in the name of Purchaser or its assigns, subject only to customary standard exceptions in said policy form.

6. **Seller’s Warranties.** Seller represents and warrants that Seller has no knowledge that (i) the premises and improvements thereon are not currently and have never been subject to hazardous or toxic substances or wastes or their effects and (ii) there are no claims, litigation, administrative or other proceedings, whether actual or threatened, or judgments or orders, relating to any hazardous or toxic substances or wastes, discharges, emissions or other forms of pollution relating in any way to the Property or the improvements thereto.

7. **Closing and Costs.** The closing date of this Contract shall occur within one hundred twenty days (120) days after the Effective Date (the “*Closing Date*”). Possession shall be granted to Purchaser on the Closing Date. Purchaser shall pay all closing costs including document preparation, survey costs, title insurance, and recording fees, and any costs associated with Purchaser’s financing of the property, which shall also be the responsibility of Purchaser.

8. **Conditions.** The following conditions shall apply to Purchaser's and Seller's rights and interests under this Contract:

a. **Allocation of Housing Tax Credits.** This purchase of the Property is conditioned upon Purchaser receiving an allocation of housing tax credits from the Illinois Housing Development Authority (“*IHDA*”) sufficient to complete the project as submitted to IHDA. The only allowed residential use on the Property shall be for low-income housing as further defined in Purchaser’s application for Low Income Housing Tax Credits to IHDA (the “*Residential Restriction*”). The Residential Restriction shall be evidenced by a deed restriction recorded as an encumbrance to the title to the Property.

b. **Environmental Inspection/Reporting.** Purchaser shall, at its sole cost and expense, inspect and examine the Property along with a qualified Environmental Engineer and/or Environmental Abatement Contractor to determine environmental conditions present on or otherwise affecting the Property. Additionally, Purchaser may, at its sole cost and expense, cause a Phase I Environmental Assessment to be performed relative to the Property; Should the Property fail this inspection, then Purchaser shall have no obligation to close under this Agreement and Seller shall refund all sums advanced by Purchaser to Purchaser and neither party shall have any further rights under this Contract.

c. **Zoning and Utilities.** The parties acknowledge that the Property has been rezoned to a Planned Development District. This Contract is expressly conditioned upon the Property having water, sewer, and electric utility services with capacity sufficient to support Purchaser’s Project, including approximately sixty-three (63) residential units.

d. **Financing.** The purchase of the Property is conditioned upon Purchaser securing construction financing and a commitment for end-loan financing within sixty (60) days after the Effective Date.

In the event that the conditions listed in items a. through d. above are not met to Purchaser’s sole satisfaction, then Purchaser shall have no further obligation to close under this Contract and neither party shall have any further rights under this Contract for Sale of Real Estate.

9. **Time of the Essence.** Time is and shall be of the essence of this Contract.

10. **Binding on Successors/Assignment.** This Contract shall be binding on and shall inure to the benefit of the heirs, executors, administrators, personal representatives, trustees and assigns of the parties hereto. This Contract may be assigned by Purchaser with the prior consent of Seller.

11. **Miscellaneous.**

- a. This Contract shall be construed in accordance with the laws of the State of Illinois.
- b. If any provision of this Contract is held to be invalid, the remaining provisions of this Contract shall not be affected thereby, but shall continue in full force and effect.
- c. All notices, approvals and other communications required or permitted under the terms hereof shall be in writing and sent via U.S. mail and via email to the respective parties at the address and email addresses set forth as follows:

If to Purchaser: Bywater Development Group LLC
Attn: J. David Dodson, CEO
315 Lemay Ferry Rd., #128 St.
Louis, MO 63026
(314) 808-2480

SOCAYR, Inc.
Attn: Travis Yates, President
1244 S. 4th Street
Louisville, KY 40203
(502) 640-4159

With a copy to: Applegate & Thorne-Thomsen, P.C.
Attn: Alexis Chernak
425 S. Financial Pl., Ste 1900 Chicago, IL
60605
(312) 491-4441

Vice Cox & Townsend, PLLC
Attn: Bobby Vice
2303 River Rd., Suite 301
Louisville, KY 40206
(502) 290-6791

If to Seller: City of Decatur, Illinois
Attn: City Manager
One Gary K. Anderson Plaza
Decatur, Illinois 62523
(217) 424-2801

With a copy to:

City of Decatur
Corporation Counsel
One Gary K.
Anderson Plaza
Decatur, IL 62523
(217) 424-2807

d. This Contract may be executed in several counterparts and when so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

e. This Contract sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Contract, and there are no other promises, warranties or understandings, oral or written, of any kind or nature whatsoever among them with respect to the subject matter set forth herein. This Contract shall not be altered, amended, changed or modified except in a writing executed by the parties.

f. Purchaser shall provide to Seller project status reports including correspondence with government and private entities regarding obtaining the necessary approvals for the planned project. These reports will be sent to Seller with the understanding they are being sent for informational purposes only and that Seller shall have no control over the content of the documents that are delivered in connection with this paragraph.

[Signature page follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

PURCHASER:

GARFIELD SCHOOL ASSOCIATES, LP
An Illinois Limited Partnership

By: Garfield School GP, LLC,
An Illinois Limited Liability Company,
its general partner

By: Garfield SOCAYR, LLC.,
a Kentucky Limited Liability Company,
its managing member

By: SOCAYR, INC.,
a Kentucky not-for-profit corporation
its sole member

By: _____
Name: Travis Yates
Title: Executive Director

SELLER:

CITY OF DECATUR, ILLINOIS,

By: _____
Name: _____
Title: _____

Exhibit A

LEGAL DESCRIPTION

Garfield School Apartments

IHDA PID: 12517

Legal Description

LOT 1 OF "FINAL PLAT OF GARFIELD SCHOOL APARTMENTS, BEING A PART OF LOTS 3 AND 4 OF THE PLAT OF WESLEY CARR ESTATE, BEING PART OF WEST 1/2 OF THE SW 1/4 OF SECTION 10, T16N, R2E OF THE 3RD P.M., CITY OF DECATUR, COUNTY OF MACON, STATE OF ILLINOIS"; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MACON COUNTY ON AUGUST 6, 2025 AS DOC. NO. 2025R-008723.

Address: 1077 W. Grand Ave., Decatur, IL

PIN: 04-12-10-301-001

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

No. 2025-36

December 1, 2025

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, Interim City Manager
Lacie Elzy, Economic & Community Development Director

SUBJECT: Resolutions Authorizing Real Estate Purchase Agreements for Garfield School Lot One and Lot Two

1. Resolution Authorizing Real Estate Purchase Agreement Between City of Decatur, Illinois and Garfield School Associates, LP for the Property Located at 1077 West Grand Ave Lot One of Garfield School Apartments Addition and
2. Resolution Authorizing Real Estate Purchase Agreement Between City of Decatur, Illinois and Garfield School Associates, LP for the Property Located At 1077 West Grand Ave Lot Two of Garfield School Apartments Addition

SUMMARY RECOMMENDATION: Staff recommends approval of two companion resolutions authorizing execution of the Real Estate Purchase Agreements between the City of Decatur and Garfield School Associates, LP for the sale of Lot One and Lot Two of the Garfield School Apartments Addition, located at 1077 West Grand Avenue.

BACKGROUND: The former Garfield School, constructed in 1925, remains a key historic asset and redevelopment priority for both the City and surrounding neighborhood. Through extensive stakeholder discussions and collaboration with the Illinois Housing Development Authority (IHDA), a clear redevelopment vision emerged—one that preserves the school’s architectural character while delivering much-needed senior housing.

Garfield School Associates, LP (a partnership including Bywater Development Group, Simmons Development Group, SOCA YR, and their design and construction partners) proposes a \$20.7 million redevelopment that includes:

- 63 affordable, energy-efficient senior apartments (for residents age 55+)
 - 32 units created through historic rehabilitation of the existing building
 - 31 units constructed in a new addition
- A mix of studio, one-bedroom, and two-bedroom apartments
- 18 units reserved for Decatur Housing Authority-assisted households
- On-site management, community spaces, lounges, and shared amenities
- Solar panel installation and Enterprise Green Community Plus sustainability certification goals

Market analysis continues to confirm strong demand for quality senior housing at 50%, 60%, and 80% AMI, reinforcing the project’s alignment with community needs.

Because the Garfield property consists of two legally platted lots, each lot requires its own Real Estate Purchase Agreement and corresponding Council resolution. Approval of these resolutions enables the developer to proceed with closing, secure final financing, and begin rehabilitation and construction.

POTENTIAL OBJECTIONS: There are no known objections.

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

BUDGET/TIME IMPLICATIONS: Upon Council authorization and execution of closing documents, the City will finalize the sale of both parcels. Proceeds will be deposited and processed in accordance with City policy.

RESOLUTION NO. R2025_____

**RESOLUTION AUTHORIZING REAL ESTATE PURCHASE
AGREEMENT BETWEEN CITY OF DECATUR, ILLINOIS AND
GARFIELD SCHOOL ASSOCIATES, LP FOR THE PROPERTY
LOCATED AT 1077 WEST GRAND AVE LOT TWO OF GARFIELD
SCHOOL APARTMENTS ADDITION**

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

WHEREAS, the City desires to sell the property located at 1077 West Grand Avenue, Decatur, Illinois, designated as Lot Two (2) of Garfield School Apartments Addition per Plat 2025R-008723 in the Records of the Recorder’s Office of Macon County, formally known as the Garfield School, for redevelopment.

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

Section 1. That the Real Estate Purchase Agreement attached hereto and marked Exhibit A, between the City and the Garfield School Associates, LP, an Illinois limited partnership, shall be executed and approved.

Section 2. That the City shall be authorized to sell the property located at 1077 West Grand Ave, Decatur, Illinois as per the terms and conditions set forth in the Real Estate Purchase Agreement in Exhibit A.

Section 3. That the City Manager and City Clerk or designees be, and they are hereby, authorized and directed to sign any necessary instrument to complete the sale on behalf of the City.

PRESENTED and ADOPTED this 1st day of December 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

EXHIBIT A

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE (this “*Contract*”), is entered into between CITY OF DECATUR, ILLINOIS (“*Seller*”) and LAND SOCAIR, LLC, a Kentucky limited liability company or its assigns (“*Purchaser*”), as of December __, 2025 (the “*Effective Date*”). Seller and Purchaser may be referred to collectively as the “*Parties*” or individually as a “*Party*”.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually covenanted and agreed as follows:

1. **Property.** Seller hereby sells and agrees to convey to Purchaser and Purchaser hereby purchases from Seller:

Approximately 211,069 square feet of certain real property being a portion of a parcel totaling approximately 4.85 acres designated as Lot Two (2) of Garfield School Apartments Addition per plat 2025R-008723 in the Records of the Recorder’s Office of Macon County, Illinois. The property is further described in **Exhibit A** and commonly known as 1077 W. Grand Ave., Decatur, Illinois (the “*Property*”).

2. **Purchase Price.** Seller agrees to sell and Purchaser agrees to buy the Property for the total consideration, equal to One hundred and 00/100 Dollars (\$100.00) (the “*Purchase Price*”). The Purchase Price shall be paid at closing.

3. **Taxes.** Real estate taxes assessed by Macon County, Illinois or other applicable taxing jurisdiction for the year of closing shall be prorated as of the date of closing for the year, and taxes for each subsequent year thereafter shall be paid by Purchaser.

4. **Title.** Title merchantable in fact shall be conveyed by Quitclaim Deed free and clear of all encumbrances except as herein provided. Should Seller be unable to convey good title acceptable to Purchaser’s Attorney and Title Company, Seller shall refund all sums advanced by Purchaser to Seller and neither party shall have any further rights under this Contract.

5. **Title Insurance.** Prior to closing, Purchaser shall have received a Title Commitment for an ALTA (Form B) Policy of Title Insurance in an amount equal to the Purchase Price. Said Commitment shall obligate the Title Insurance Company to insure the Title to the Property in the name of Purchaser or its assigns, subject only to customary standard exceptions in said policy form.

6. **Seller’s Warranties.** Seller represents and warrants that Seller has zero knowledge of (i) the premises and improvements thereon are not currently and have never been subject to hazardous or toxic substances or wastes or their effects and (ii) there are no claims, litigation, administrative or other proceedings, whether actual or threatened, or judgments or orders, relating to any hazardous or toxic substances or wastes, discharges, emissions or other forms of pollution relating in any way to the Property or the improvements thereto.

7. **Closing and Costs.** The closing date of this Contract shall occur within one hundred twenty days (120) days after the Effective Date (the “*Closing Date*”). Possession shall be granted to Purchaser on the Closing Date. Purchaser shall pay all closing costs including document preparation, survey costs, title insurance, and recording fees, and any costs associated with Purchaser’s financing of the property, which shall also be the responsibility of Purchaser.

8. **Conditions.** The following conditions shall apply to Purchaser's and Seller's rights and interests under this Contract:

a. **Environmental Inspection/Reporting.** Purchaser shall, at its sole cost and expense, inspect and examine the Property along with a qualified Environmental Engineer and/or Environmental Abatement Contractor to determine environmental conditions present on or otherwise affecting the Property. Additionally, Purchaser may, at its sole cost and expense, cause a Phase I Environmental Assessment to be performed relative to the Property; Should the Property fail this inspection, then Purchaser shall have no obligation to close under this Agreement and Seller shall refund all sums advanced by Purchaser to Purchaser and neither party shall have any further rights under this Contract.

b. **Tangential Property.** The purchase of the Property is conditioned upon Garfield Field Associates, LP, an Illinois limited partnership, an affiliate of Purchaser, securing the tangential property, legally described on Exhibit B, attached hereto, on or before the date Purchaser purchases the Property.

In the event that the conditions listed in items a. through b. above are not met to Purchaser's sole satisfaction, then Purchaser shall have no further obligation to close under this Contract and neither party shall have any further rights under this Contract for Sale of Real Estate.

9. **Time of the Essence.** Time is and shall be of the essence of this Contract.

10. **Binding on Successors/Assignment.** This Contract shall be binding on and shall inure to the benefit of the heirs, executors, administrators, personal representatives, trustees and assigns of the parties hereto. This Contract may be assigned by Purchaser with the prior consent of Seller.

11. **Miscellaneous.**

a. This Contract shall be construed in accordance with the laws of the State of Illinois.

b. If any provision of this Contract is held to be invalid, the remaining provisions of this Contract shall not be affected thereby, but shall continue in full force and effect.

c. All notices, approvals and other communications required or permitted under the terms hereof shall be in writing and sent via U.S. mail and via email to the respective parties at the address and email addresses set forth as follows:

If to Purchaser: Land SOCAIR, LLC
Attn: Travis Yates,
Executive Director
1244 S. 4th Street
Louisville, KY 40203
(502) 640-4159

With a copy to: Bywater Development Group, LLC
Attn: J. David Dodson
315 Lemy Ferry Rd., Suite 128
St. Louis, MO 63125

(314) 808-2480

Applegate & Thorne-Thomsen, PC
Attn: Warren Wenzloff
425 S. Financial Place, Suite 1900
Chicago, IL 60605
(312) 491-3321

Vice Cox & Townsend, PLLC
Attn: Bobby Vice
2303 River Rd., Suite 301
Louisville, KY 40206
(502) 290-6791

If to Seller: City of Decatur, Illinois
Attn: City Manager
One Gary K. Anderson Plaza
Decatur, Illinois 62523
(217) 424-2801

With a copy to: City of Decatur, Illinois
Attn: Corporation
Counsel
One Gary K.
Anderson Plaza
Decatur, IL 62523
(217) 424-2807

d. This Contract may be executed in several counterparts and when so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

e. This Contract sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Contract, and there are no other promises, warranties or understandings, oral or written, of any kind or nature whatsoever among them with respect to the subject matter set forth herein. This Contract shall not be altered, amended, changed or modified except in a writing executed by the parties.

f. Purchaser shall provide to Seller project status reports including correspondence with government and private entities regarding obtaining the necessary approvals for the planned project. These reports will be sent to Seller with the understanding they are being sent for informational purposes only and that Seller shall have no control over the content of the documents that are delivered in connection with this paragraph.

[Signature page follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

PURCHASER:

GARFIELD SCHOOL ASSOCIATES, LP
An Illinois Limited Partnership

By: Garfield School GP, LLC,
An Illinois Limited Liability Company,
its general partner

By: Garfield SOCAYR, LLC.,
a Kentucky Limited Liability Company,
its managing member

By: SOCAYR, INC.,
a Kentucky not-for-profit corporation
its sole member

By: _____
Name: Travis Yates
Title: Executive Director

SELLER:

CITY OF DECATUR, ILLINOIS,

By: _____
Name: _____
Title: _____

Exhibit A

LEGAL DESCRIPTION

Garfield School Vacant Land

Legal Description

LOT 2 OF "FINAL PLAT OF GARFIELD SCHOOL APARTMENTS, BEING A PART OF LOTS 3 AND 4 OF THE PLAT OF WESLEY CARR ESTATE, BEING PART OF WEST 1/2 OF THE SW 1/4 OF SECTION 10, T16N, R2E OF THE 3RD P.M., CITY OF DECATUR, COUNTY OF MACON, STATE OF ILLINOIS"; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MACON COUNTY ON AUGUST 6, 2025 AS DOC. NO. 2025R-008723.

Address: 1077 W. Grand Ave., Decatur, IL
PIN: 04-12-10-301-001

**Council Memo
Public Works Department
No. 2025-105**

DATE: 12/1/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, Interim City Manager
Matt Newell, Director of Public Works

SUBJECT:
Ordinance Annexing Territory 3968 West Division Street

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3968 West Division Street 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. 2025-105 Ordinance Annexing Territory 3968 West Division Street

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3968 WEST DIVISION STREET**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Max H. Summerlott and Jacob H. Summerlott, requesting that there be annexed to the City territory described as:

A PART OF LOT THREE (3) OF SUMMERLOTT SECOND ADDITION, AS PER PLAT RECORDED IN BOOK 1832 ON PAGE 883 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, AND ALSO BEING A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION SEVEN (7), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS AND MORE PARTICULARLY AS FOLLOWS:

COMMENCING AS A FOUND IRON PIN LOCATED AT THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT THREE (3); THENCE SOUTH 00 DEGREES 00 MINUTES 49 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT THREE (3) A DISTANCE OF 998.99 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING; THENCE NORTH 89 DEGREES 59 MINUTES 11 SECONDS WEST, A DISTANCE OF 175.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 49 SECONDS WEST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 11 SECONDS EAST, A DISTANCE OF 175.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT THREE (3), ALSO BEING THE NORTHWEST CORNER OF LOT SIX (6) OF THE RESURVEY OF LOTS 8, 9 AND 10 OF WEST SUNNY SIDE HEIGHTS FIRST ADDITION AS PER PLAT RECORDED IN BOOK 300 PAGE 327 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 00 MINUTES AND 49 SECONDS EAST, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

PIN# 04-12-07-100-026

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 1st day of December 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.) _____

Max H Summerlott

Jacob H Summerlott

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3968 West Division Street, and legally described as follows:

A PART OF LOT THREE (3) OF SUMMERLOTT SECOND ADDITION, AS PER PLAT RECORDED IN BOOK 1832 ON PAGE 883 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS, AND ALSO BEING A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION SEVEN (7), TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, MACON COUNTY, ILLINOIS AND MORE PARTICULARLY AS FOLLOWS:

COMMENCING AS A FOUND IRON PIN LOCATED AT THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT THREE (3); THENCE SOUTH 00 DEGREES 00 MINUTES 49 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT THREE (3) A DISTANCE OF 998.99 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING; THENCE NORTH 89 DEGREES 59 MINUTES 11 SECONDS WEST, A DISTANCE OF 175.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 49 SECONDS WEST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 11 SECONDS EAST, A DISTANCE OF 175.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT THREE (3), ALSO BEING THE NORTHWEST CORNER OF LOT SIX (6) OF THE RESURVEY OF LOTS 8, 9 AND 10 OF WEST SUNNY SIDE HEIGHTS FIRST ADDITION AS PER PLAT RECORDED IN BOOK 300 PAGE 327 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS; THENCE NORTH 00 DEGREES 00 MINUTES AND 49 SECONDS EAST, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

PIN # 04-12-07-100-026

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

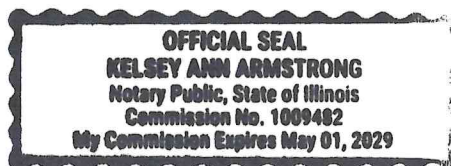
STREET ADDRESS, CITY, STATE

Max Summerlott
[Signature]

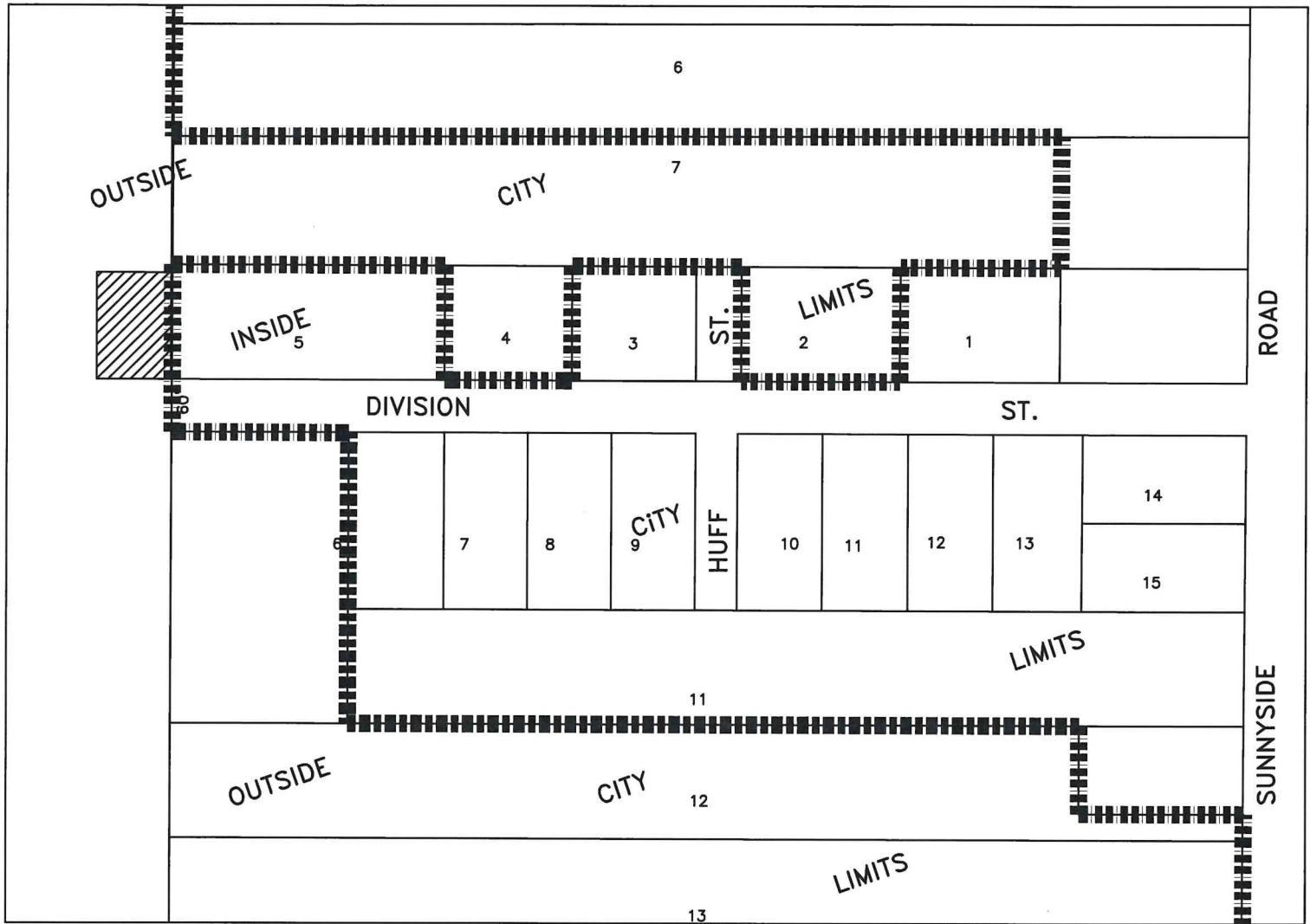
Max H Summerlott
Jacob H Summerlott

3968 West Division St. Decatur IL
3968 W Division St, Decatur, IL

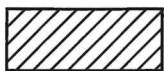
Signed and sworn to before me this 30 day of October, 2025



[Signature]
Notary Public



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3968 WEST DIVISION STREET



indicates territory annexed



indicates existing corporate limits

1.00± acres

AREA 0.0015± sq. miles

0± lin. ft. of public road

DECATUR township



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

DIRECTOR OF PUBLIC WORKS - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2025

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

**Council Memo
Public Works Department
No. 2025-106**

DATE: 12/1/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, Interim City Manager
Matt Newell, Director of Public Works

SUBJECT:

Resolution Authorizing the Execution of an Agreement for Faries Parkway Concrete Patching City Project 2025-36

SUMMARY RECOMMENDATION: It is recommended that the City Council authorize the Mayor to sign, and the City Clerk to attest, to a resolution authorizing an agreement between the City of Decatur and William Charles Construction in the amount of \$65,000, which includes the agreement amount of \$57,725 and a \$7,275 project contingency.

BACKGROUND:

Faries Parkway is currently under construction as part of the Brush College Grade Separation Project. Upon inspecting the pavement nearby but outside the project limits as defined by IDOT, it was determined that the road would benefit from some additional patching that could be performed with traffic currently routed around the affected area. The heavy truck traffic and railroad rights of way around ADM make pavement repairs extremely difficult when the road is open to traffic. City staff marked out needed patches and approached William Charles Construction to provide prices to do the needed patching. William Charles is performing the Brush College Grade Separation Project and is currently mobilized on Faries Parkway and the proposed patching is within their current work zone and traffic control layout. Being within the current work zone of another contractor complicates bringing on a new contractor or bidding the project. The prices proposed by William Charles are very competitive and lower than those currently being done under the current street project.

The City's minority use goals and Prevailing Wage requirements will be followed for this work.

LEGAL REVIEW: The proposed agreement has been approved by the Legal Dept.

PRIOR COUNCIL ACTION:

There have been no prior Council actions on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

None

STAFF REFERENCE: Matt Newell, Public Works Director; Paul Caswell, City Engineer. Matt will be at the City Council meeting to answer any questions the Council may have about this project.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The project authorization amount is \$65,000, which includes the agreement amount of \$57,725 and a \$7,275 project contingency. Funding will be from the street project funds allocated in the Local Motor Fuel Tax Fund.

Staff Impact: City staff will manage this project at current staffing levels.

ATTACHMENTS:

1. 2025-106 Resolution Authorizing the Execution of an Agreement for Faries Parkway Concrete Patching, City Project 2025-36

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR
FARIES PARKWAY CONCRETE PATCHING
CITY PROJECT 2025-36**

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, Section 6(a)]; and,

WHEREAS, City currently in process of constructing a new grade separation structure and relocating a grade crossing on and near Brush College Road (“Brush College Project”); and,

WHEREAS, William Charles Construction (“Contractor”) is currently performing work on the Brush College Project including concrete work; and,

WHEREAS, City is in need of Class B concrete patch work on Faries Parkway, west of Brush College Road (“Patch Project”); and,

WHEREAS, Contractor has obtained railroad permits and flagger as part of Brush College Project eliminating costs of additional permits and flaggers to work on property adjacent to the railway property; and,

WHEREAS, the Patch Project Area is currently closed to traffic as a result of the Brush College Project and falls within Contractor’s existing area of responsibility for traffic control; and,

WHEREAS, Contractor is mobilized currently in area of Patch Project and can perform work in Patch Project area without additional costs of mobilization; and,

WHEREAS, as a result of Contractor being currently on site of Patch Project, it is anticipated and expected that the Patch Project will be completed in an efficient and timely manner; and,

WHEREAS, City has determined that it is in the best interests of the City to waive any and all requirements it may have regarding bidding of public projects for the Patch Project and that it is within their rights as a home rule community to do so.

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

Section 1. That the Agreement presented to the Council herewith as Exhibit 1, regarding Faries Parkway Concrete Patching, City Project 2025-36, be, and the same is hereby, received, placed on file and approved.

Section 2. That the quote provided by William Charles Construction in the amount of \$57,725 and a \$7,275 project contingency be accepted and a purchase order be awarded accordingly.

Section 3. That it is in the best interests to waive any and all requirements regarding bidding of this project and that the project is awarded to William Charles Construction due to the project location being within their current work zone, under their current traffic control, under their current railroad permits and flaggers that will allow the work to be completed without undue delay.

Section 4. 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 William Charles Construction in the amount of \$65,000, which includes the agreement amount of \$57,725 and a \$7,275 project contingency.

PRESENTED AND ADOPTED THIS 1st day of December 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

AGREEMENT
Faries Parkway Concrete Patching
City Project 2025-36

THIS AGREEMENT, made this 1st day of December 2025, by and between WILLIAM CHARLES CONSTRUCTION, hereinafter called the Contractor, and THE CITY OF DECATUR, ILLINOIS, hereinafter called the City.

WITNESSETH, that the Contractor and the City for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK

The Contractor shall furnish all required supervision, labor, materials, machinery, tools, equipment, insurance and services and in an efficient and workmanlike manner perform and complete the following specified work and in accordance with the proposal provided in Exhibit A hereto attached and hereby made a part of this agreement; which form a part of this contract as fully as if they were herein repeated.

This project is to perform Class B concrete patching on Faries Parkway, west of Brush College Road in accordance with the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction ("Specifications").

2. THE CONTRACT PRICE

The City will pay the Contractor on a monthly basis for performance of the contract according to the agreed unit prices provided on Exhibit A. Payment will be made within 30 days after receipt of Contractor's invoice and approval of the work by the City. The City before making payment may require the Contractor to furnish a release in the form agreed to by the parties and attached hereto as Exhibit B or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor, for work under this contract if it is deemed necessary to protect its interests.

3. SUBCONTRACTS

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has received from the City written approval of the subcontractor, which shall not be unreasonably withheld.

4. PERMITS AND CODES

The Contractor shall give all notices required by, and shall comply with all applicable Federal, State, and local laws and ordinances, codes and regulations; and shall obtain a permit for all work described herein for which such a permit is required.

5. CARE OF WORK

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

6. IDEMNIFICATION OF THE CITY OF DECATUR

The Contractor shall indemnify and save harmless, the City of Decatur, Illinois from liability for any injury or damages to persons or property resulting from his prosecution of work under the contract or failure to comply with any of the conditions or provisions of this contract.

7. INSURANCE

- a. The Contractor shall carry or require that there be carried Workmen's Compensation for all his employees and those of his subcontractors engaged in work at the various sites in accordance with laws of the State of Illinois.
- b. The Contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance of \$500,000 per occurrence combined single limit for bodily injury and property damage, which insurance shall include contractual liability coverage, to protect the contractor and his subcontractor and the City against claims for injury or death or damage to property due to accidents which may occur or result from operations under this contract. Such insurance can be provided through separate policies and shall cover the use of all equipment, hoists and motor vehicles on the site or otherwise engaged in the prosecution of the work required hereunder.

8. GUARANTEE

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred.

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 contract pertains, shall have any private interest, direct or indirect, in this contract.

10. PREVAILING WAGE RATES

The Contractor and all subcontractors shall not pay less than the current prevailing rate of wages to all laborers, workmen and mechanics performing work under this agreement, and shall comply with the requirements of the Illinois Wages of Employees on Public Works projects as attached hereto as Exhibit C.

11. EQUAL EMPLOYMENT

During the performance of this contract, the Contractor agrees to comply with the Illinois Human Rights Act attached hereto as Exhibit D.

The Contractor and all subcontractors are to make a good faith effort to comply with the Minority Participation Goals set forth in Section 28-10 of the City Code and as attached hereto as Exhibit E. Documentation is to be provided on all good faith efforts to comply with the participation goals.

The Contractor and all subcontractors shall supply at minimum monthly reporting of their good faith efforts to comply with the Minority Participation Goals. All information, including subcontracting and minority participation shall be provided on the Minority Participation Worksheet, furnished by the City of Decatur and attached hereto as Exhibit F. Progress Payments will not be paid until such information is provided.

12. INSPECTION BY CITY

The City and its designated representative shall have the right to inspect the work at all times and at the completion thereof and determine whether the work complies with the applicable Specifications. Decisions of such representative shall be final.

13. TIME FOR COMPLETION AND TERMINATION OF CONTRACT

a. The work which the Contractor is required to perform under this contract shall be commenced at a time agreed to by the Parties after the execution of this contract and written authorization to proceed from the City. NO WORK SHALL BEGIN PRIOR TO RECEIVING WRITTEN AUTHORIZATION TO PROCEED FROM THE CITY. The work which the Contractor is required to perform under this contract shall be fully completed by April 30, 2026 ("Completion Date"). 1% of the total contract value may be assessed for each day after the Completion Date that the work is not completed. Such amount may be set off by the City against any final payment otherwise due and owing under this agreement. City may further delay commencement of the work by notifying contractor in writing. Thereafter, the parties will agree on the time for commencement.

b. In the alternative, if the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified, or as amended, the City may, by provision of 7 days written notice and opportunity to cure, terminate the Contractor's right to proceed with the work. Upon such termination, the City may take over the work and prosecute same to completion, by contract or otherwise. The Contractor shall be liable to the City for any additional cost incurred by the City in its completion of the work.

14. DEBRIS DISPOSAL

The Contractor will be required to properly dispose of all waste resulting from the demolition in conformance with the Standard Specifications. The Contractor will provide the City with all necessary documentation before payment under the terms of this contract.

15. CANCELLATION

The City reserves the right to terminate this agreement for convenience or any other reason at any time prior to the start of work by notifying the contractor in writing without any liability or damages or claim to damages from the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

WILLIAM CHARLES CONSTRUCTION

By: Joseph Weishaar

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

Attachments: Exhibit A-E

EXHIBIT A



William Charles Construction Company, LLC
833 Featherstone Road
Rockford, IL 61107

☎ | 815.654.4700 F | 815.654.4736
www.williamcharlesconstruction.com



To:	City Of Decatur, IL	Contact:	
Address:	Decatur, IL	Phone:	
		Fax:	
Project Name:	25-XXX Brush College Road - Extra Work -10-20-25	Bid Number:	
Project Location:		Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
44200970	CLASS B PATCH TYPE-II 10 INCH	50.00	SY	\$235.00	\$11,750.00
44200974	CLASS B PATCH TYPE-III 10 INCH	76.00	SY	\$215.00	\$16,340.00
44200976	CLASS B PATCH TYPE-IV 10 INCH	71.00	SY	\$208.00	\$14,768.00
44201299	DOWEL BARS 1 1/2"	340.00	EACH	\$20.00	\$6,800.00
44213000	PATCHING REINFORCEMENT	147.00	SY	\$23.00	\$3,381.00
44213204	TIE BARS 3/4"	1.00	EACH	\$150.00	\$150.00
44213200	SAW CUTS	648.00	LF	\$7.00	\$4,536.00

Total Bid Price: \$57,725.00

EXHIBIT B

**Final Lien Waiver and Release on Final Payment
Prime Contractor**

Project: _____

The undersigned has been paid and has received final payment in the sum of \$ _____
(Amount of Payment)
for all labor, services, equipment or material furnished to the jobsite or to _____

On the job of: _____
(Owner)

Located at: _____
(Job Description)

and does hereby release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project. This release covers final payment for all labor, services, equipment or materials furnished to the jobsite or to _____, and the undersigned affirms that no additional
(Owner)
compensation is owed.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project .

Dated: _____
(Company Name)

(Address)

(Address)

By: _____
(Signature)

(Title)

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES
THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS.**

EXHIBIT B CONTINUED

**Final Lien Waiver and Release on Final Payment
Subcontractor/Supplier**

Project: _____

The undersigned has been paid and has received final payment in the sum of \$ _____
(Amount of Payment)
for all labor, services, equipment or material furnished to the jobsite or to _____

On the job of: _____
(Owner)

Located at: _____
(Job Description)

and does hereby release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project. This release covers final payment for all labor, services, equipment or materials furnished to the jobsite or to _____, and the undersigned affirms that no additional
(Prime Contractor)
compensation is owed.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project .

Dated: _____
(Company Name)

(Address)

(Address)

By: _____
(Signature)

(Title)

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES
THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS.**

EXHIBIT C

CITY OF DECATUR NOTICE TO CONTRACTORS PREVAILING WAGE ACT

In submitting your bid or proposal for a public works project for the City of Decatur, which is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act. This contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“the Department”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor and subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.
2. Any and all contractors’ and subcontractors’ bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.
3. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.
4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.
5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:
 - a. Each worker’s name, address, telephone number when available, last four digits of social security number, gender, race, ethnicity, veteran status and classification or classifications;
 - b. The number of hours worked each day; and,
 - c. The starting and ending time of work each day.
6. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.

EXHIBIT C CONTINUED

7. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

EXHIBIT D

FAIR EMPLOYMENT PRACTICES

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 thereunder.

EXHIBIT D CONTINUED

- (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 herewith. 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.

EXHIBIT E

MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

- I. Description of the Minority Participation Goals Program:
 - A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**
 1. ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ***Ten (10) Percent (%)*** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 2. Minority workers should perform ***Eighteen (18) Percent (%)*** of the total hours worked.
 - B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
 - C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a bonus. The amount of the bonus will be calculated as 2% of the final contract amount, with the bonus not to exceed a maximum of \$50,000.
- II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Minority Business Enterprise (MBE) Utilization Statement** to be submitted with the bid documents.
- III. Waiver:
 - A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
 - B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request**.
- IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.
- V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting and minority participation will be provided through **reporting forms submitted monthly to the City of Decatur**.
- VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

- A. Ensuring non-discrimination in the award and administration of City public works contracts;
- B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works and written procurement contracts awarded based on formal submission of bids;
- C. Helping to remove barriers to the participation of MBE and minority workers in the City's municipal procurement and public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;
- F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
- C. **PUBLIC WORKS CONTRACTS.** All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
- D. **PUBLIC WORKS PROJECTS.** All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

- A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.

EXHIBIT E CONTINUED

- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.
- D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.
- F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
 - i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - ii. Outreach and recruitment efforts of and to MBEs and minority workers;
 - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
 - iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - v. Negotiating in good faith with MBEs and firms that employ minority workers;
 - vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;
 - ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
 - x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
 - xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, his designee, or third party contractor, shall:
 - i. Administer and enforce the provisions of this Article;

EXHIBIT E CONTINUED

- ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
 - iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
 - iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.
- B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;
 - iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

- B. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
- i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.
- C. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
- i. The project is essential for city operations;
 - ii. Emergency circumstances require a waiver;
 - iii. Evidence of a good faith effort by the contractor;

EXHIBIT E CONTINUED

- iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
(Amended, Ordinance No. 2020-124, August 3, 2020)

**City of Decatur
Minority Participation Worksheet
Return with Pay Estimate**

Pay Estimate Period:

Project Number:

[illegible]

Date:

Council Memo
Public Works Department
No. 2025-108

DATE: 12/1/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, Interim City Manager
Matt Newell, Director of Public Works

SUBJECT:

Resolution Appropriating Additional Motor Fuel Tax Funds for the Construction Maintenance Agreement with the Illinois Central Railroad to Improve the Brush College Road Grade Crossing Separation Project City Project 2009-33 Section 09-00933-01-BR

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest to the appropriation of an additional \$200,000 to the \$776,481 already appropriated, for a total of \$976,481 in State Motor Fuel Tax (MFT) funds, for the Construction Maintenance Agreement with the Illinois Central Railroad Company for the Brush College Road Grade Separation Project.

BACKGROUND:

The Illinois Department of Transportation opened bids on the Brush College Grade Separation Project on June 16, 2023. The low bid was provided by the joint venture of William Charles Construction Company, LLC and White Construction, LLC for \$68,927,123.81. As part of the construction of the grade separation structure, the City entered into construction agreements with the two railroad companies affected by the project, the Norfolk Southern Railway Company and the Illinois Central Railroad Company (ICRR).

Both agreements require that the City pay the actual costs incurred by the railroads for their participation in the project. In 2021, the Illinois Central provided the City with an estimated cost of \$776,481 to perform their required work on the grade separation project. In November the Illinois Central exceeded their estimated expenditure. The City is struggling to get the Illinois Central to provide an updated estimate. In order to keep the railroad on task and avoid delays while we wait for a firmer number, it is proposed to increase the State MFT appropriation for the Illinois Central Agreement by \$200,000. To date, all payments to the railroads have been reimbursed by Grade Crossing Protection Funding provided by the Illinois Commerce Commission. That funding is capped at \$776,481. Additional reimbursement may be available if there is funding left over at the end of the project.

LEGAL REVIEW: This is a standard document required by the Illinois Department of Transportation.

PRIOR COUNCIL ACTION:

July 19, 2021: City Council approved Resolution R2021-127 authorizing a Construction Maintenance Agreement with Illinois Central Railroad Company for Brush College Road Grade Separation Project for a cost of \$776,481.

See Appendix A for other prior Council actions on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

None

STAFF REFERENCE: Matt Newell, Public Works Director. Matt will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated among numerous grants from the Federal and State governments along with funding from the City allocated in the State Motor Fuel Tax Fund.

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

ATTACHMENTS:

1. 2025-108 Resolution Appropriating Additional MFT Funds for the Construction Maintenance Agreement with ICCR for Brush College Road Grade Separation
2. 2025-108 Appendix A

RESOLUTION NO. _____

**RESOLUTION APPROPRIATING ADDITIONAL MOTOR FUEL TAX FUNDS FOR
THE CONSTRUCTION MAINTENANCE AGREEMENT WITH THE ILLINOIS
CENTRAL RAILROAD TO IMPROVE THE BRUSH COLLEGE ROAD GRADE
SEPARATION PROJECT
CITY PROJECT 2009-33
SECTION 09-00933-01-BR**

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

Section 1. That there is hereby appropriated the additional sum of \$200,000 of State Motor Fuel Tax funds for the Construction Maintenance Agreement between the City of Decatur and the Illinois Central Railroad in accordance with the applicable provisions of the Illinois Highway Code. With this resolution, the total funds appropriated for this Agreement is \$976,481.00.

Section 2. That only those operations listed and described as part of the City's Agreement with the Illinois Central Railroad, are eligible for State Motor Fuel Tax funds and shall be designated as Section 09-00933-01-BR.

Section 3. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 4. That the Clerk shall immediately transmit four original certified copies of BLR 09110 forms, attached hereto as Exhibit A and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED AND ADOPTED this 1st day of December 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Supplemental

Resolution Number

Section Number

09-00933-01-BR

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Decatur

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Brush College Road		FAU7448	Brush College Road	Faries Parkway

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Construction Work Required as part of the Brush College Grade Separation Project. Agreement between the City and the Illinois Central Railroad.

2. That there is hereby appropriated the sum of Two Hundred Thousand DollarsDollars (\$200,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim Althoff

Name of Clerk

City

Local Public Agency Type

Clerk in and for said City

Local Public Agency Type

of Decatur

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

of Decatur

Name of Local Public Agency

at a meeting held on December 01, 2025

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of December, 2025

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

ApprovedRegional Engineer Signature & Date
Department of Transportation

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District

APPENDIX A

PRIOR COUNCIL ACTION:

1. **July 6, 2010** – City Council approved Resolution R2010-140, authorizing an engineering design services agreement with URS Corporation (now AECOM) to perform preliminary design work to improve the Brush College Road crossing of the Norfolk Southern rail yard south of Faries Parkway. The design services agreement was for \$811,000 and was paid for by an “Illinois Jobs Now!” grant from the State of Illinois.
2. **July 6, 2010** – City Council approved Resolution R2010-141, authorizing a Local Agency Agreement with the Illinois Department of Transportation to provide \$811,000 to fund the design agreement between the City and URS Corporation.
3. **November 9, 2011** – City Council approved Resolution R2011-175, authorizing a change order to the agreement with URS Corporation to provide an additional \$587,714 to expand the project to include a structure crossing Faries Parkway. The total design agreement increased to \$1,398,714.35.
4. **November 21, 2011** – City Council approved Resolution R2011-177, authorizing an agreement with the Norfolk Southern Corporation in the amount of \$26,845 to review and comment on the preliminary design for the proposed rail yard crossing.
5. **July 16, 2013** – City Council approved Resolution R2013-71, authorizing a change order to the agreement with URS Corporation to provide an additional \$39,998. The total design agreement increased to \$1,438,712.35.
6. **May 18, 2015** – City Council approved Resolution R2015-54, authorizing a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) of Decatur, IL, for the not-to-exceed amount of \$2,156,599 to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
7. **May 18, 2015** – City Council approved Resolution R2015-55, authorizing a Local Agency Agreement for State Participation to fund \$2,006,014 of the project costs through an Illinois Jobs Now! Grant.
8. **April 17, 2017** – City Council approved Resolution R2017-47, terminating a \$2,156,599 Engineering Services Agreement with AECOM Technical Services, Inc. of Decatur, IL, to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
9. **August 7, 2017** – City Council approved Resolution R2017-96, authorizing a professional services agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project for a fee not to exceed \$168,375.
10. **August 7, 2017** – City Council approved Resolution R2017-97, authorizing a Local Agency Agreement for State Participation with the State of Illinois for the use of Illinois Jobs Now! Funds

for land acquisition for the Brush College Road Improvement Project utilizing the remainder of the City's Illinois Jobs Now! grant which is \$2,006,014. The agreement amount includes the payment of 100% of the land acquisition services agreement with CMT for \$168,375 and the remainder will be allocated toward property purchases.

11. **October 1, 2018** – City Council approved Resolution R2018-127, authorizing a Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorized up to \$2,400,000 in Federal funds which represents 80% of \$3,000,000. Only a portion of the requested engineering services funding was authorized by the Agreement pending additional funds being awarded by the Illinois Commerce Commission.
12. **October 1, 2018** – City Council approved Resolution R2018-128, appropriating \$600,000 in State Motor Fuel Tax (MFT) funds to pay the City's portion for the agreement with AECOM to perform design services for the Brush College / Faries Parkway Grade Separation.
13. **October 1, 2018** – City Council approved Resolution R2018-129, authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
14. **October 1, 2018** – City Council approved Resolution R2018-130, authorizing a Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
15. **December 17, 2018** – City Council approved Resolution R2018-160, authorizing an Amendment to the Agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform additional land acquisition services for the Brush College Road Improvement Project for an additional fee of \$339,311 which is added to the original fee of \$168,375 for a total fee of \$507,686.
16. **August 19, 2019** – City Council approved Resolution R2019-115 authorizing the purchase of the property located at 3915 Faries Parkway to provide right of way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. The Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursement.
17. **August 19, 2019** – City Council approved Resolution R2019-116 authorizing a Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of Right of Way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
18. **August 19, 2019** – City Council approved Resolution R2019-117 appropriating \$3,218,000 of State Motor Fuel Tax funds for the purpose of paying the City's portion of the Local Public

Agency Agreement for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

19. **August 19, 2019** – City Council approved Resolution R2019-118 authorizing an agreement between the City of Decatur and Ameren Illinois Company to relocate their electrical substation located at 1840 North Brush College Road for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
20. **October 21, 2019** – City Council approved Resolution R2019-154 authorizing the purchase of 1940 North Brush College Road for \$250,000 in State Motor Fuel Tax funds which includes \$200,000 for purchase of the property and \$50,000 for anticipated relocation reimbursement.
21. **October 21, 2019** – City Council approved Resolution R2019-155 authorizing the purchase of 3925 East Faries Parkway for \$194,600 in State Motor Fuel Tax funds which includes \$164,600 for purchase of the property and \$30,000 for anticipated relocation reimbursement.
22. **October 21, 2019** – City Council approved Resolution R2019-156 authorizing the purchase of the vacant lot immediately to the west of 3925 East Faries Parkway for \$5,300 in State Motor Fuel Tax funds. This property is a parking lot so no relocation benefits can be claimed.
23. **December 30, 2019** – City Council approved Resolution R2019-220 authorizing an additional \$874.89 to pay for relocation expenses for the purchase of the property located at 3915 Faries Parkway. The original Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursements. The anticipated \$40,000 allocated for relocation and moving reimbursements will total \$40,874.89 which exceeded the authorized amount by \$874.89.
24. **January 21, 2020** – City Council approved Resolution R2020-07 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$2.2 million for a total of \$5.8 million in Federal funds from the \$25 million Illinois Competitive Freight Program grant awarded to the City.
25. **March 16, 2020** – City Council approved Resolution R2020-44 authorizing the purchase of 1980 N Brush College Road for \$2,000,000 in State Motor Fuel Tax funds which includes \$900,000 for purchase of the property and \$1,100,000 for anticipated relocation reimbursement.
26. **March 16, 2020** – City Council approved Resolution R2020-45 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road / Faries Parkway The Amendment Authorizes an additional \$950,000 in Grade Crossing Protection Funds.
27. **May 4, 2020** – City Council approved Resolution R2020-70 authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the

purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$1,390,000 in Grade Crossing Protection Funds.

28. **September 8, 2020** – City Council approved Resolution R2020-119, authorizing Supplement #1 of \$576,078 for a total design fee of \$3,925,745, with \$3,350,000 being reimbursed by the Freight Program, to the professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road/Faries Parkway railroad grade separation project.
29. **September 8, 2020** – City Council approved Resolution R2020-120 authorizing Supplement #1 to the Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc.
30. **January 4, 2021**- City Council approved Resolution R2021-01 authorizing the purchase of 2112 N Brush College Road for \$57,100 in State Motor Fuel Tax funds with an expected \$45,680 reimbursement from the Illinois Competitive Freight Program.
31. **February 1, 2021**- City Council approved Resolution R2021-13 authorizing the purchase of property and temporary easements on the Northeast Corner of North Brush College Road and Faries Parkway for \$13,840 in State Motor Fuel Tax funds with an expected \$11,072 reimbursement from the Illinois Competitive Freight Program.
32. **March 1, 2021** – City Council approved Resolution R2021-30 authorizing the purchase of property owned by Archer Daniels Midland Company for \$398,600 in State Motor Fuel Tax Funds with an expected \$318,800 reimbursement from the Illinois Competitive Freight Program
33. **July 19, 2021**- City Council approved Resolution R2021-125 authorizing an authority to work agreement with AT&T to relocate terminal box for Brush College Road Grade Separation Project in the amount of \$153,363.66.
34. **July 19, 2021**- City Council approved Resolution R2021-127 authorizing a construction maintenance agreement with the Illinois Central Railroad Company for the Brush College Road Grade Separation Project in the amount of \$776,481.
35. **September 20, 2021**- City Council approved Resolution R2021-177 amending an agreement for preliminary engineering services with Norfolk Southern Railway Company for the Brush College Road Grade Separation Project in the amount of \$20,481 added to the original agreement of \$18,596 for a total of \$39,077.
36. **November 15, 2021**- City Council approved Resolution R2021-212 authorizing a public improvements agreement with the Norfolk Southern Railway Company for the Brush College Road Grade Separation Project for a fee of \$600,506.
37. **December 6, 2021**- City Council approved Resolution R2021-218 approving a local public agency engineering services agreement with AECOM Technical Services, Inc. for the Brush College/Faries Parkway Grade Separation Project City Project 2009-33 Section No. 09-00933-01-BR for a fee not to exceed \$4,542,821.

38. **January 18, 2022-** City Council approved Resolution R2022-10 authorizing Local Agency Agreement for Federal Participation with the State of Illinois for the Brush College Road/Faries Parkway Grade Separation City Project 2009-363 Section 09-00933-01-BR for fee not to exceed \$3,916,436.00.
39. **July 5, 2022-** City Council approved Resolution R2022-106 accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company Inc. for Brush College Buildings Demolition City Project 2009-33 in the amount of \$397,322.00.
40. **May 15, 2023-** City Council approved Resolution R2023-96 authorizing a Joint Funding Agreement for the Construction of the Brush College Road Grade Separation at Faries Parkway.
41. **May 15, 2023-** City Council approved Resolution R2023-98 approving a Local Public Agency. Engineering Services Agreement with AECOM Technical Services, Inc. Construction Engineering Services for Brush College/Faries Parkway Grade Separation Project.
42. **May 15, 2023-** City Council approved Resolution R2023-99 authorizing Supplement #2 to the Professional Services Agreement with AECOM to add \$580,000 in Design Services costs for the Brush College Road Grade Separation over Faries Parkway and the Norfolk Southern Railroad.
43. **May 15, 2023-** City Council approved Resolution R2023-100 authorizing Supplement #2 to the. Local Public Agency Engineering Services Agreement with AECOM Technical Services, Inc.
44. **August 21, 2023-** City Council approved Resolution R2023-175 authorizing a Letter of Amendment between the City of Decatur and the Norfolk Southern Railway Company for a fee of \$545,329.
45. **September 18, 2023-** City Council approved Resolution R2023-22 authorizing Supplement #1 to the Local Agency Engineering Services Agreement with AECOM Technical Services, Inc.
46. **February 5, 2024-** City Council approved Resolution R2024-39 authorizing a letter of Amendment to the Construction and Maintenance Agreement with the Illinois Central Railroad Company for Brush College Road Grade Separation Project.
47. **June 17, 2024-** City Council approved Resolution R2024-252 authorizing Amendment #3 to the Local Public Agency Agreement for Federal Participation for Utility Adjustments for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks.
48. **June 17, 2024-** City Council approved Resolution R2024-253 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Construction for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks.
49. **June 17, 2024-** City Council approved Resolution R2024-254 authorizing Amendment #3 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks.

50. **July 15, 2024-** City Council approved Resolution R2024-269 authorizing a grant agreement with the Federal Railroad Administration for a \$2 million Consolidated Rail Infrastructure and Safety Improvement (CRISI) Grant for Construction Engineering Services for the Brush College/Faries Parkway Grade Separation Project.
51. **July 15, 2024-** City Council approved Resolution R2024- 270 authorizing a grant agreement with the Federal Railroad Administration for a \$16 million Railroad Crossing Elimination (RCE) Grant for the Construction of the Brush College/Faries Parkway Grade Separation Project.