



Monday, January 5, 2026
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

1. Approval of Minutes of December 15, 2025 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Authorizing Amendment No. 5 for Professional Engineering Services Agreement with Spheros Environmental Parent Group Inc., a Delaware Corporation, for Lake Decatur Watershed Management Plan City Project 2019-38
2. Discussion Item - Review of the Evaluation Criteria, Application, and Scoring Sheet for the City Council Community Grant Program
3. City Manager Update
4. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent

Agenda/Calendar.

- A. Ordinance Rezoning Property from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District - Property Northwest of the Intersection of West Mound Road and North Westlawn Avenue (07-07-29-476-004)
- B. Ordinance Rezoning Property from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District - Property Northwest of the Intersection of West Mound Road and North Westlawn Avenue (07-07-29-476-006)
- C. Resolution Authorizing Execution of a Development Agreement with Decatur Northwest 2 LLC for a Commercial Solar Energy Facility
- D. Resolution Authorizing Development Agreement Between City of Decatur, Illinois and Decatur Northwest 1, LLC
- E. Resolution Authorizing Action Regarding Unsafe Structures
- F. Ordinance Annexing Territory 3969 West Division Street
- G. Ordinance Annexing Territory 3062 South Wheatland Road
- H. Ordinance Annexing Territory 3071 South Wheatland Road
- I. Resolution Accepting the Bid and Authorizing the Execution of a Contract with SAK Construction, LLC, for 2025 Trenchless Long Lining Repairs Project, City Project 2025-28

VI. Other Business

VII. Recess to Closed Executive Session

- 1. Recess to Closed Executive Session Under Open Meetings Act Section 2(c)(1) the Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees of the Public Body and Section 2(c)(11) Litigation, When an Action Against, Affecting or on Behalf of the Particular Public Body has been Filed and is Pending before a Court or Administrative Tribunal, or When the Public Body finds that an Action is Probable or Imminent

VIII. Adjournment

CITY COUNCIL MINUTES
Monday, December 15, 2025

On Monday, December 15, 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 Dennis Cooper, Lisa Gregory, Consuelo Cruz, Pat McDaniel, David Horn and Ed Culp. 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 presented a proclamation honoring Teri Hammel for her retirement after 23 years with the Decatur Area Convention & Visitor's Bureau.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Verlyn Rosenberger, John Baird, Don Carlson, Linda Virgil, Doris McKay, George Virgil, Dawn Dannenbring, Alex Miller, Teri Hammel and Dennis Hepworth.

Council members responded to citizens' comments.

Mayor Moore Wolfe called for approval of the minutes.

The minutes of December 1st, 2025, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Culp and on call of the roll, Council members Dennis Cooper, Lisa Gregory, Consuelo Cruz, Pat McDaniel, David Horn, Ed Culp 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.

Interim City Manager Hon presented the Treasurer's Financial Report.

R2025-312 Resolution Authorizing the City of Decatur to Provide an Interfund Cash Advance to Certain Funds to Affect a Positive Cash Position as of the Close of Business as of December 31, 2025, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Interim City Manager Hon provided a brief overview of the Resolution.

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

R2025-313 Resolution Authorizing a Lease Agreement between the City of Decatur and Flock Safety for the Deployment of Surveillance Cameras, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Mr. Brad Allen, Chief of Police, provided a brief overview of the Resolution.

Council members provided their input, and Police Chief Allen responded to their inquiries regarding the agreement.

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

Interim City Manager Hon provided the City Manager Update highlighting Decatur has been recognized by U.S. News & World Report as the most affordable place to live in 2025-2026. A survey is currently under way for the Oakwood Business District to gather public feedback. Additionally, Interim City Manager Hon recognized Jim Edwards, Director of IT, on his retirement and extended warm wishes for the holiday season.

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

R2025-314 Item A. Resolution Authorizing Renewal of OpenGov, Inc. Maintenance and Support for Permitting and Licensing Software

R2025-315 Item D. Resolution Authorizing an Intergovernmental Agreement between the City of Decatur Illinois and County of Macon, Regarding Sharing the Costs for the Ann L. Schneider Consulting Agreement

2025-87 Item E. Ordinance Annexing Territory 3063 Lakeland Road

R2025-316 Item F. Resolution Authorizing an Agreement with Novotx, LLC, to Provide Asset Management Software and Implementation Services, City Project 2024-32

R2025-317 Item G. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Alum, for the Year 2026, Purchase #PUR2025-09

R2025-318 Item H. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Carbon, for the Year 2026, Purchase #PUR2025-09

R2025-319 Item I. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Carbon Dioxide, for the Year 2026, Purchase #PUR2025-09

R2025-320 Item J. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Chlorine, for the Year 2026, Purchase #PUR2025-09

R2025-321 Item K. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Hydrofluorosilicic Acid, for the Year 2026, Purchase #PUR2025-09

R2025-322 Item L. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Lime, for the Year 2026, Purchase #PUR2025-09

R2025-323 Item M. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Sodium Chloride, for the Year 2026, Purchase #PUR2025-09

R2025-324 Item N. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Sodium Chlorite, for the Year 2026, Purchase #PUR2025-09

R2025-325 Item O. Resolution Accepting the Bid and Authorizing the Execution of a Purchase Order Furnishing Water Treatment Chemical - Sodium Hexametaphosphate, for the Year 2026, Purchase #PUR2025-09

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

R2025-326 Resolution Authorizing Consulting Services Agreement - Ann L. Schneider and Associates LLC, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Councilman Cooper spoke in support of the agreement.

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

R2025-327 Resolution Authorizing the Purchase of Eight (8) Radar Signs from Radarsign, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Councilman Horn commended staff for bringing forward a solution to address speeding concerns.

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

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

Mayor Moore Wolfe expressed her gratitude to city staff for their hard work during the recent snow event. Councilman Culp requested everyone to keep Tim Wittmer in their thoughts and prayers who recently retired from DPD and is currently facing a health challenge. Additionally, Corporation Counsel Wendy Morthland addressed inquiries from Councilman Horn regarding the carbon sequestration easement agreement and Councilman Cooper asked for a status update on the Wee Folk building.

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

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:28 p.m.

Approved _____
Kim Althoff
City Clerk

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AMENDMENT NO. 5 FOR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH
SPHEROS ENVIRONMENTAL PARENT GROUP INC., A DELAWARE
CORPORATION, FOR LAKE DECATUR WATERSHED MANAGEMENT PLAN CITY
PROJECT 2019-38**

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

Section 1. That Amendment No. 5 presented to the Council herewith as Exhibit A and made part of hereof, between Spheros Environmental Parent Group Inc., a Delaware corporation, and the City of Decatur, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Amendment No. 5 between the City of Decatur, Illinois and Spheros Environmental Parent Group Inc., a Delaware corporation, for a cost not to exceed \$828,922.50.

Section 3. That unused funds from previous amendments in the amount of approximately \$320,000 shall be used for payment of this amendment.

Section 4. That the changes in the above described agreement are germane to said agreement, as signed, and the amendment is in the best interest of the City of Decatur and is authorized by law.

PRESENTED AND ADOPTED this 5th day of January 2026.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



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

Amendment

Date: 1/5/2026 Project: Lake Decatur Watershed
Request No. 5 ☐ Final Project Number:
Consulting Engineer: Spheros Environmental Parent Group Inc., a Delaware Corporation
Address: 2021 Timberbrook Dr, Suite B
Springfield, IL 62702

I recommend that an ☒ addition of \$828,922.50 be made to the above contract.
☐ deduction

I recommend that an extension of 731 days be made to the above contract completion date.
The revised completion date is now 12/31/2028.

Amount of original contract	\$	<u>190,442.98</u>
Amount of previous amendments	\$	<u>2,642,246.59</u>
Amount of current amendment	\$	<u>828,922.50</u>
Amount of adjusted/final contract	\$	<u>3,661,612.07</u>

☒ addition
Total net ☐ deduction to date \$ 3,471,189.09 which is 1,822 % of Contract Price

State fully the nature and reason for the change order Amendment to extend services for a 24 month period per 2026-2027 scope of services for Lake Decatur watershed planning effort. The Lake Sediment Planning and Analysis and Goose Creek, Finley Creek, and Madden Creek are the major costs to the agreement.

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

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

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

Recommended _____
Public Works Director

Date

Approved _____
Mayor

Date

Attested _____
City Clerk

Date

April 25, 2025

Via Email

Attention:

Matt Newell, Director of Public Works
City of Decatur – Public Works
1 Gary K. Anderson Plaza
Decatur, Illinois 62523

RE: Consent to Assignment of Agreement

Dear Matt Newell:

I am writing in regard to the Lake Decatur Watershed Management Plan, Project Number 2019-38 contract, dated February 25th, 2020 (the “Agreement”) and all associated Ammendments, **between** The City of Decatur, Illinois, and Northwater LLC, an Illinois limited liability company (“Northwater”).

Northwater anticipates that it will enter into an Asset Purchase Agreement (the “Purchase Agreement”) with Spheros Environmental Parent Group Inc., a Delaware corporation (“Buyer”), pursuant to which Buyer will acquire the assets of Northwater, including Northwater’s rights in and to the Agreement and assume the rights and obligations of Northwater thereunder.

Because we anticipate that this transaction will close on or about April 30, 2025, we would appreciate your prompt response. Please note that the fact that the parties are engaged in discussions regarding, and that the parties may consummate, a potential transaction is not publicly known and we appreciate you keeping this information strictly confidential.

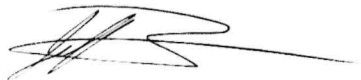
The purpose of this letter is to obtain your (i) consent to the assignment of the Agreement by Northwater and applicable Amendments to Buyer pursuant to the terms of the Purchase Agreement and (ii) acknowledgment and agreement that, following such assignment, the Agreement will remain in full force and effect in accordance with its terms.

If you acknowledge, agree and consent to the matters set forth in this letter, please indicate such acknowledgment, agreement and consent by executing a copy of this letter where indicated below and returning it to me as soon as possible.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

Northwater LLC

By:  _____

Name: Jeffrey Boeckler

Title: Owner, Northwater LLC

AGREED AND CONSENTED TO:

City of Decatur

By:  _____

Name: Matthew C. Newell

Title: Public Works Director

Date: 5-20-25

**COUNCIL MEMO
EXECUTIVE DEPARTMENT
NO. 2026-01**

DATE: January 5, 2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, Interim City Manager

SUBJECT: Review of the Evaluation Criteria, Application, and Scoring Sheet for the City Council Community Grant program

RECOMMENDATION: Discussion only

BACKGROUND: Due to an increase in requests for funding from various organizations in the community, the City Council desires to establish an open and equitable process to allocate funding. In the FY26 budget the City Council approved \$70,000 in Community Contribution funding (pg. 46, account #10430392-445060). The attached evaluation criteria, application, and scoring sheet, for Council review, would establish the process for the City Council Community Grants program.

POTENTIAL OBJECTIONS: Staff is not aware of any objection.

STAFF REFERENCE: Melissa Hon at mhon@decaturil.gov

BUDGET/TIME IMPLICATIONS: This is a budgeted item in the FY26 Adopted Budget, pg. 46, account #10430392-445060.



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523-1196

City Council Community Grants Evaluation Criteria

Purpose

To ensure all funding requests are evaluated consistently, transparently, and in alignment with the City's strategic goals, the following criteria will guide City Council decisions when allocating public funds to community grants for outside entities for public purposes only.

1. Alignment with City Priorities

- The project directly supports the City's adopted Strategic Plan, Comprehensive Plan, or Council goals such as economic growth, public safety, neighborhood revitalization, or quality of life.
- Clearly identifies measurable community benefits that advance these priorities.
- Avoids duplication of existing City services unless adding measurable value.

2. Demonstrated Community Impact

- Serves a clearly defined need supported by data, such as poverty reduction, workforce access, infrastructure, public safety, or housing.
- Demonstrates how many residents or businesses will directly benefit.
- Includes specific, quantifiable outcomes and evaluation methods.
- Prioritizes equity, with programs that benefit low- to moderate-income residents or underserved areas whenever possible.

3. Financial Capacity & Accountability

- Applicant provides proof of valid non-profit status.
- Applicant provides a detailed, balanced budget showing how City funds will be used.
- Demonstrates leveraging of other funding sources such as grants, private investment, or in-kind match.
- Maintains sound financial practices, including audits or third-party financial statements.
- Commits to reporting requirements such as quarterly or annual performance reports.

4. Organizational Capacity

- Entity has a proven record of delivering similar programs successfully.
- Qualified leadership and staff are in place to implement the proposed project.
- Evidence of collaboration with other community partners to avoid silos or duplication.

5. Sustainability and Long-Term Benefit

- Proposal demonstrates how outcomes will continue beyond the City's initial funding.
- Includes a plan for future funding or self-sufficiency.
- Provides lasting improvements to infrastructure, capacity, or community wellbeing.

6. Reporting & Compliance

- Activities and use of funds are open to public oversight.
- Any private or nonprofit recipient agrees to participate in City monitoring and provide annual performance updates.

Implementation Notes

- Requests should be submitted through a standard application with budget, measurable goals, and expected outcomes.
- Funding decisions should be reviewed by staff and Council before final approval.
- Once awarded grants will be issued in a lump sum payment to the recipient.
- All approved recipients must sign a funding agreement outlining deliverables, reporting deadlines, and repayment or claw back provisions for nonperformance.



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523-1196

CITY COUNCIL COMMUNITY GRANTS FUNDING REQUEST APPLICATION

Fiscal Year: _____

This application is required for all entities requesting financial support from the City Council Community Grants. Funding. **Funding is limited & Incomplete applications will not be considered.** Attach additional pages as needed.

1. Applicant Information

Organization Name: _____

Mailing Address: _____

Primary Contact Name & Title: _____

Phone Number: _____

Email Address: _____

Website: _____

Federal EIN (if applicable): _____

Organization Type (Nonprofit, Governmental, Private, Other): _____

2. Funding Request Summary

Project or Program Title: _____

Amount Requested from City of Decatur: _____

Total Project/Program Budget: _____

Project Timeline (Start / End): _____

Have you received City funding in the past? (Yes/No, explain if yes): _____

3. Project or Program Description

Describe your project or program. What are you proposing to do? What need does it address?:

Explain how this project aligns with the City of Decatur's goals or strategic priorities.

Who will benefit? Identify target populations, geographic areas, or neighborhoods served.

What measurable outcomes will result? List 2–3 key performance metrics.

4. Budget & Financial Information

Total Project Budget: _____

City Funds Requested: _____

Other Funding Sources (list each): _____

Will City funds be used for operating, capital, or both? (Explain): _____

How will this program continue after City funding ends?: _____

5. Organizational Capacity

Describe your organization's mission and primary activities: _____

How long have you operated in Decatur or Macon County?: _____

Provide examples of similar projects or outcomes delivered successfully: _____

Will City funds be used for operating, capital, or both? (Explain): _____

Key staff or partners involved in this project: _____

6. Reporting and Compliance

If funded, your organization agrees to:

- Submit quarterly performance and financial reports as required by the City.
- Maintain accurate records available for City review.
- Use funds only for approved purposes outlined in this application.

Authorized Signature: _____ Date: _____

Printed Name & Title: _____

7. Required Attachments

1. Detailed project budget and narrative
2. Most recent organizational budget
3. Most recent audit or financial statement
4. Proof of nonprofit status
5. List of board members or governing body
6. Letters of support or partnership (optional)

Submit completed applications to:

City of Decatur – Economic & Community Development Department

Attn: [Insert Contact Name]

1 Gary K. Anderson Plaza, Decatur, IL 62523

or email: [Insert Email Address]

Staff Reviewer: _____ Date Received: _____

	Required Documentation	Yes	No	Optional
1.	Detailed project budget and narrative			
2.	Most recent annual organizational budget			
3.	Most recent audit or financial statement			
4.	Proof of non-profit status			
5.	List of board members or governing body			
6.	Letters of support or partnership (optional)			



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523-1196

CITY COUNCIL COMMUNITY GRANTS FUNDING EVALUATION SCORING SHEET

Applicant/Entity: _____

Program or Project Title: _____

Requested Amount: \$ _____ Date Reviewed: _____

Reviewer Name: _____

Evaluation Criteria:

	Criteria	Description	Score (0-5)				
1.	Alignment with City Priorities	Advances the City's goals such as economic growth, safety, revitalization, or quality of life.	1	2	3	4	5
2.	Community Impact	Addresses a demonstrated need with measurable benefits for residents or businesses; prioritizes equity and underserved areas.	1	2	3	4	5
3.	Financial Capacity & Accountability	Provides a clear, balanced budget; leverages other funding sources; maintains sound financial controls and audit practices.	1	2	3	4	5
4.	Organizational Capacity	Demonstrates staff capability, experience, and community partnerships to deliver results.	1	2	3	4	5
5.	Sustainability & Long-Term Benefit	Shows a plan for ongoing impact after City funding ends; creates lasting value or efficiency.	1	2	3	4	5
6.	Reporting & Compliance	Commits to open reporting, monitoring, and measurable public outcomes.	1	2	3	4	5

Total Score _____

Recommended Award Amount \$ _____

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM

January 5, 2026

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Melissa Hon, Interim City Manager
Lacie Elzy, Director of Economic & Community Development
Miranda Lambert, Asst. Director of Economic & Community Development

SUBJECT: Ordinances Rezoning Properties Northwest of the Intersection of West Mound Road and North Westlawn Avenue.
1. Ordinance 2026-01 authorizing rezoning of PIN 07-07-29-476-004 from R-1 Single Family Residence to M-1 Intense Commercial/Light Industrial.
2. Ordinance 2026-02 authorizing rezoning of PIN 07-07-29-476-006 from R-1 Single Family Residence to M-1 Intense Commercial/Light Industrial.

SUMMARY RECOMMENDATION: Staff recommends approval of two companion ordinances rezoning two separate parcels northwest of the intersection of West Mound Road and North Westlawn Avenue from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District. The Developer has agreed that it will provide a Decommission Plan and Financial Assurance with the City of Decatur. The City Plan Commission voted 8-1 to recommend approval of both petitions at the November 6, 2025, meeting. The minutes of the meeting are attached.

BACKGROUND: The petitioner proposes to rezone the sites from R-1 Single-Family Residence to M-1 Intense Commercial-Light Industrial District to allow a commercial solar energy project. The subject sites are located within a mixed-use area, and the proposed rezoning from R-1 Single-Family Residence District to M-1 Intense Commercial- Light Industrial is not expected to have an adverse effect on the surrounding area or the City as a whole.

The surrounding zoning and existing land uses include a mix of agricultural and residential uses. The proposed M-1 zoning would be compatible and consistent with the surrounding zoning and uses. For further details, please refer to the attached Plan Commission staff report.

POTENTIAL OBJECTION: There was one objector present at the Plan Commission meeting. The petitioner indicated that they knocked on doors in the neighborhood and sent out post cards without any objections noted to them. City Staff did not receive any calls or emails from individuals objecting to the petitions.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Lacie Elzy (lelzy@decaturil.gov), Miranda Lambert (mlambert@decaturil.gov), or Kylie Reynolds (kreynolds@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY FROM
R-1 SINGLE FAMILY RESIDENCE DISTRICT TO
M-1 INTENSE COMMERCIAL/LIGHT INDUSTRIAL DISTRICT
- PROPERTY NORTHWEST OF THE INTERSECTION OF
WEST MOUND ROAD AND NORTH WESTLAWN AVENUE (07-07-29-476-004)**

WHEREAS, on the 5th day of January 2026, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of DECATUR NORTHWEST 2, LLC, to rezone premises legally described as:

Lot One (1) of “Eads Family Trust Addition” subdivision, described as follows:

THE SOUTH ONE-HALF (1/2) OF THE NORTH 56.62 ACRES OF THE EAST ONEHALF (1/2) OF THE SE QUARTER (1/4) OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 2 E OF THE 3RD P.M., CONTAINING APPROXIMATELY 28.31 ACRES, MORE OR LESS. AND BEGINNING AT THE SOUTH-EAST CORNER OF SECTION TWENTY-NINE (29), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, AND RUNNING IN A NOTHERLY DIRECTION 774.2 FEET, THENCE IN A WESTERLY DIRECTION 1310.1 FEET, THENCE IN A SOUTHERLY DIRECTION 772.3 FEET, THENCE IN AN EASTERLY DIRECTION 1314 FEET TO THE PLACE OF BEGINNING.

Permanent I.D. No. 07-07-29-476-004

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

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

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

Section 2. That said described premises be, and they are hereby rezoned from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District.

Section 3. That the rezoning approved herein is granted subject to the execution and continued compliance with a Development Agreement between the City of Decatur and Decatur Northwest 2, LLC. The subject property shall be developed and used solely for a commercial solar energy facility in substantial conformance with the approved site plan and the terms of the Development Agreement. No building permits shall be issued until the Development Agreement has been fully executed and all applicable local, state, and federal approvals have been obtained.

Section 4. That upon written notice, a default and failure to cure pursuant to the Development Agreement will repeal this Ordinance.

Section 5. That the Districts herein mentioned are those Districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning Ordinance, and all the provisions, regulations, restrictions, and requirements therein set forth shall apply to the premises described herein.

Section 6. That the zoning of said premises as set out herein shall be shown and verified on the Zoning District Map as in such Ordinance No. 3512 provided and said District be hereby amended and changed as herein set forth.

Section 7. That the zoning of said premises shall revert from M-1 Intense Commercial/Light Industrial District back to from R-1 Single Family Residence District once decommission of this development takes place.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of January 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

STAFF REPORT
Decatur City Plan Commission

Hearing Date November 6, 2025
Case No. 25-13
Property Location 4000 Block of North Westlawn Avenue
Request Rezoning from R-1 Single Family Residence District to M-1 Intense Commercial- Light Industrial District
Petitioner Daniel B Loepker
Representative Maroua Jabouri

BACKGROUND

The subject site is approximately 24.64 acres in size and is currently being used for agricultural purposes. It is currently zoned R-1 Single-Family Residence District.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Agriculture	R-1	Residential – Low Density
North	County- Unincorporated	County	Residential – Low Density
South	Residential	R-1	Residential -Low Density
East	Agricultural	M-1	Residential – Low Density
West	Agricultural	R-1 & M-1	Residential – Low Density

PROJECT DESCRIPTION

The petitioner proposes to rezone the site from R-1 Single-Family Residence to M-1 Intense Commercial-Light Industrial District to allow a commercial solar energy project.

STAFF ANALYSIS

The surrounding zoning and existing land uses include a mix of agricultural and residential uses. According to the Macon County and City of Decatur Comprehensive Plan, this area is designated for Residential – Low Density.

The proposed M-1 zoning would be compatible and consistent with the surrounding zoning and uses.

The subject site is located within a mixed-use area, and the proposed rezoning from R-1 Single-Family Residence District to M-1 Intense Commercial- Light Industrial is not expected to have an adverse effect on the surrounding area or the City as a whole.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request.

PLAN COMMISSION ACTION

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case No. 25-13 to the City Council by the Plan Commission with a recommendation is warranted.

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

Kylie Reynolds
Urban Land Use Planner

ATTACHMENTS

1. Petition
2. Site Plan
3. Location Map

	City of Decatur, Illinois				
	PETITION FOR REZONING				
	<i>Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois</i>				
	Economic and Urban Development Department One Gary K. Anderson Plaza Decatur, Illinois 62523-1196				
					424-2793 FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	Decatur Northwest 2, LLC				
Address	1201 Louisiana Street, Suite 1800				
City	Houston	State	Texas	Zip	77002
Telephone	617-708-4966	Fax		E-mail	maroua.jabouri@totaler
Property Owner	Daniel B. Loepker Trust				
Address	8410 Slant Road				
City	Bartelso	State	Illinois	Zip	62218
Telephone	618-322-6706	Fax		E-mail	loepker19@gmail.com
Representative	Maroua Jabouri				
Address	1201 Louisiana Street, Suite 1800				
City	Houston	State	Texas	Zip	77002
Telephone	617-708-4966	Fax		E-mail	maroua.jabouri@totaler

SECTION TWO: SITE INFORMATION						
Street Address	Decatur, IL 62526					
Legal Description	See attached legal description.					
Present Zoning	☒ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						
Size of Tract	24.64	☐ SF	☒ AC			

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

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
See attached project narrative.	

SECTION FOUR: JUSTIFICATION	
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):	
See attached project narrative.	

SECTION FIVE: CERTIFICATION			
		To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.	
Petitioner's Signature		Date	September 16, 2025 5:53 PM CEST

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

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

Lot One (1) of "Eads Family Trust Addition" subdivision, described as follows:

THE SOUTH ONE-HALF (1/2) OF THE NORTH 56.62 ACRES OF THE EAST ONEHALF (1/2) OF THE SE QUARTER (1/4) OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 2 E OF THE 3RD P.M., CONTAINING APPROXIMATELY 28.31 ACRES, MORE OR LESS. AND BEGINNING AT THE SOUTH-EAST CORNER OF SECTION TWENTY-NINE (29), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, AND RUNNING IN A NOTHERLY DIRECTION 774.2 FEET, THENCE IN A WESTERLY DIRECTION 1310.1 FEET, THENCE IN A SOUTHERLY DIRECTION 772.3 FEET, THENCE IN AN EASTERLY DIRECTION 1314 FEET TO THE PLACE OF BEGINNING.

DIN : 07-07-29-476-004

Decatur Northwest 2, LLC
Decatur Northwest 2 Commercial Solar Energy Facility, Decatur, IL

Decatur Northwest 2 Commercial Solar Energy Facility – Parcel Identification Number (PIN) 07-07-29-476-004

Introduction

Decatur Northwest 2, LLC (Applicant) is filing a Petition for Rezoning with the City of Decatur, IL City Plan Commission to develop and construct a 3.75-megawatt (MW) solar project, pursuant to the City of Decatur, IL Zoning Ordinance Sec. XVII. *M-1 Intense Commercial – Light Industrial District*, and all other relevant standards, concurrently with Decatur Northwest 1, LLC. The Decatur Northwest 2 Commercial Solar Energy Facility (Project) is a proposed 3.75-MW alternating current (AC) solar photovoltaic (PV) project, proposed to be located in the northwest extent of the City of Decatur, Macon County, Illinois.

The location of the proposed site is northwest of the intersection of West Mound Road (County Highway 22), and North Westlawn Avenue. Decatur Northwest 2, LLC proposes to develop a single parcel (07-07-29-476-004) which is currently being used for agriculture, and zoned R-1 (Single-Family Residence District). The geographic coordinates for the approximate center of the parcel are [39.893817°, -88.995181°].

The narrative provided herein is intended to supplement the Petition for Rezoning by the Applicant. It includes information regarding the following topics:

- Applicant and Owner name and address
- Project Overview and Purpose
- Existing Conditions
- Project Components
- Construction
- Operation
- City of Decatur, IL Zoning Ordinance Sec. XVII. *M-1 Intense Commercial – Light Industrial District*

The contact information for the applicant and the landowner are as follows:

Applicant

Decatur Northwest 2, LLC
1201 Louisiana Street, Suite 1800
Houston, TX 77002
Project Manager: Maroua Jabouri
(617) 708-4966
maroua.jabouri@totalenergies.com

Owner

Daniel B. Loepker Trust
8410 Slant Road
Bartelso, IL 62218
Rep: Daniel Loepker
(618) 322-6706
loepker19@gmail.com

Decatur Northwest 2, LLC
Decatur Northwest 2 Commercial Solar Energy Facility, Decatur, IL

Project Overview and Purpose

The 3.75-MW Project is designed to encompass approximately 15.14 acres of 24.64-ac parcel 07-07-29-476-004.

The Project will help the state of Illinois and the City of Decatur by providing clean, renewable energy to its citizens and by diversifying the state's energy generation portfolio. The Project will have minimal impact to surrounding areas; no sound, emissions, towers, or permanent increase in local traffic are anticipated to result from the Project. This solar energy project will use the sun's natural output to meet the energy demands of approximately 647 homes in Illinois.¹

Existing Conditions

The Project is to be located on one parcel (07-07-29-476-004) currently used for agriculture and located in the Single-Family Residence District (Zoning code R-1). The Project area is northwest of the intersection of West Mound Road (County Highway 22), and North Westlawn Avenue. The geographic coordinates for the approximate center of the parcel are [39.893817°, -88.995181°].

A wetland delineation was conducted on September 2, 2025 and one farmed emergent wetland was identified within the subject parcel. The Project is being designed to avoid impacts to jurisdictional Waters of the State and/or U.S. Should impacts to the identified wetland be unavoidable, the Applicant will obtain all applicable Clean Water Act authorizations for such impacts prior to construction.

Review of publicly available Illinois underground mine data confirms that no underground mines are present beneath the property.

The entire Project lies within area mapped by FEMA as 'Zone X'. 'Zone X' is considered to be an "Area of Minimal Flood Hazard."

Consultation with the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) indicated that no critical habitat is present within the Project. Seven species were identified by the IPaC as being possibly present within the Project. Due to the agricultural use of the land and overall lack of suitable habitat, the presence of these species is unlikely. The IPaC consultation results are included below.

The Illinois Department of Natural Resources (IDNR) was consulted through the EcoCAT platform. A response, included below, was received stating that the IDNR's database contains records of state-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, and/or registered Land and Water Reserves in the vicinity of the Project location. IDNR evaluated this information and concluded that adverse effects from the Project on those resources are unlikely.

Existing conditions within, adjacent, and near the site are presented at the end of this narrative.

Project Components

Major components of the Project are presented on the site plan included with this submittal. In addition to the PV panels, the Project will include the construction of a single access road, single-axis tracking

¹ <https://www.seia.org/initiatives/whats-megawatt>

components, direct current (DC)/AC power string inverters, medium-voltage transformers, control and distribution cabinets, a medium-voltage collection system, switchgear, and one interconnection point to the existing electrical distribution system.

The Project layout proposes two equipment pads, one per planned array. An equipment pad consists of one or more DC/AC inverters, a medium voltage transformer (MVT), and a control cabinet. These components are often mounted on a concrete slab, with or without an enclosure. The string inverters convert the DC power from the panels into three-phase AC power, which is distributed from the Project site to the Project's interconnection point. The voltage of the converted AC current is increased through the MVTs prior to transmission to the grid.

The PV panels will be secured on a tracking system supported by metal piers driven or screwed into the ground to a depth of approximately 6 to 8 feet. To support the PV panels, the Project will utilize a single axis tracking system, which is designed to optimize power production by allowing the PV panels to track the sun's movement across the sky. Single axis tracking systems vary by manufacturer but generally consist of a series of mechanically linked horizontal steel support beams, known as torque tubes, with a drivetrain system that is usually located in the center of the rows, dividing the array into two sides. The number of rows within a tracker block can vary, but it is often limited by the system's ability to move the torque tube assemblies and the desired solar output amount.

Solar PV panels typically consist of glass, polymer, aluminum, copper, and semiconductor materials that can be recovered and recycled at the end of their useful life.

To provide decades of corrosion-free operation, solar cells are encapsulated from air and moisture between two layers of plastic, with a layer of tempered glass and a polymer sheet or industrial laminate. In the same way a windshield cracks but stays intact, a damaged solar cell does not generally create small pieces of debris.

Crystalline silicon panels represent approximately 90% of solar panels in use today. Research has shown they "do not pose a material risk or toxicity to public health and safety."² Crystalline silicon panels present no material risk of chemical components leaching into soil or groundwater.

The Project will include a DC collection system, which will collect electricity from the PV panels and transmit it to the string inverters. Panels will be grouped into a series of circuits (strings), and the strings will subsequently be wired in parallel through electrical harnesses that travel through the cable trays to DC termination blocks located within the respective string inverters. The string inverters will convert the DC power, created by the solar modules and delivered by the electrical harnesses, into AC power. This AC output power will then be combined at the Project's main aggregating solar switchboard and will feed into the grid across the point of common coupling with the utility. The total number of string inverters will vary with the final tracker design and the Project's final system size. The current design utilizes 25 string inverters.

The electricity collection network will consist of underground collection cables, which are used to conduct the electricity to the Project's protective switchgear and metering equipment. These cables will be buried 36 to 48 inches below ground. The Project will be built to product and industry safety standards, and the threat of fire or electrical hazard with this type of project is minimal.

² "Health and Safety Impacts of Solar Photovoltaics," N.C. State University, N.C. Clean Energy Technology Center, May 2017.

Decatur Northwest 2, LLC

Decatur Northwest 2 Commercial Solar Energy Facility, Decatur, IL

A driveway (with an aggregate base) will be constructed to allow for access to and maintenance of the Project site. The driveway will allow access to Array C and D from North Westlawn Avenue. The access road will be paved with asphalt from North Westlawn Avenue up to the parcel boundary as required by county code.

The Project area will be surrounded by a minimum 7-foot-high security fence with manual swing gates at the main entrances. The proposed Project will not include an operations and maintenance facility or sanitary service building.

Noise

Based on WSP's understanding of the Decatur Northwest Commercial Solar Energy Facility located in Macon County, Illinois (Project), the Project is not expected to exceed applicable noise standards and noise level limits. Noise levels were estimated based on the following equipment list that was identified in the system summary document of this submittal and are broken down into each array section.

- 1-1 – 10 x SMA Peak-3 inverters
- 1-1 – 1500 kVA transformer
- 1-2 – 12 x SMA Peak-3 inverters
- 1-2 – 2000 kVA transformer
- 2-1 – 12 x SMA Peak-3 inverters
- 2-1 – 2000 kVA transformer
- 2-2 – 13 x SMA Peak-3 inverters
- 2-2 – 2000 kVA transformer

The above sources were broken down into an operational daytime and nighttime phase for modeling. Operation assumed that the solar inverters will be off-line during nighttime hours. Additionally, the transformers are expected to be quieter at night, if not off-line completely, due to cooling fans generally not operating while the sun is not above the horizon. However, the same daytime sound level data for the transformers was used for a predicted nighttime impact as conservative measure for the analysis.

Local Ordinances

Noise regulations are outlined by the Illinois Pollution Control Board in Title 35, Subtitle H, Chapter I, Part 901, subsection 901.102 Sound Emitted to Class A Land for sound emission standards at sensitive residential receptors. This section states that “no person shall cause or allow the emission of sound during daytime hours from any property-line-noise-source located on any Class A, B or C land to any receiving Class A land which exceeds any allowable octave band sound pressure level specified” (IPCB, 2018). Since the Illinois noise standard is based on octave band levels, and the model is a theoretical tool, the octave bands of the standard were logarithmically added together to get a sound pressure level to compare the predicted results to the standard. The resulting daytime and nighttime noise limits are 61 dBA and 51 dBA respectively, as shown in Table 1. The Macon County noise ordinance in Title IX General Regulations, Chapter 94 Noise Control states that “during daytime hours (7:00 am to 10:00 pm) no person shall make noise to any receiving land which can be heard at a distance of 300 feet or more and/or which exceeds 60 dBA when measured at any point within the receiving residential land. During night hours (10:00 pm to 7:00 am) no person shall make noise to any receiving land which can be heard at a distance

of 100 feet or more and/or which exceeds 55 dBA when measured at any point within the receiving residential land.”(Macon 2014).

Table 1: Modeled and Predicted Noise Levels at Sensitive Receptor Locations

Site	A- Weighted Sound Levels (dBA)									
	Baseline ¹		Modeled ²		Predicted ³		Increase to Baseline		Illinois Noise Standard ⁴	Illinois Noise Standard ⁴
	Day	Night	Day	Night	Day	Night	Day	Night	Class C to Class A	Class C to Class A
R 1	50	40	45	30	51	40	1	0	61	51
R 2	50	40	27	12	50	40	0	0	61	51
R 3	50	40	31	16	50	40	0	0	61	51
R 4	50	40	31	15	50	40	0	0	61	51
R 5	50	40	28	13	50	40	0	0	61	51
R 6	50	40	37	22	50	40	0	0	61	51
R 7	50	40	34	18	50	40	0	0	61	51

¹ Baseline from FTA method presented in Table 3 above.

² Modeled noise generated by proposed Project operations configuration calculated by the noise model CadnaA.

³ Predicted impacts were calculated by logarithmically adding the modeled impacts to the baseline estimates.

⁴ Calculated from IPCB octave bands

Figure 1 Daytime Noise Modeling Results



Figure 2 Nighttime Noise Modeling Results

The results presented above demonstrate that the predicted noise levels generated by Project sources will be well below the most limiting Illinois Pollution Control Board sound emission standards at sensitive residential receptors and the Macon County noise ordinance levels. The only increase to baseline observed was at R1, the closest residential receptor during the daytime, with a predicted increase of 1 dBA. This is a negligible increase above the FTA estimated baseline level of 50 dBA but below the values of the applicable noise standards. The Macon County noise ordinance also has a subjective component that the noise source should not be audible at 300 ft from the source during the daytime and 100 ft from the source during the nighttime. Audible is a difficult standard to describe with sound levels as it is subjective based on people's perception. Based on the FTA estimated baseline, it is not likely to be more audible than the baseline based on the negligible amount above the surrounding environment for the one daytime location of R1 and no increase for any other receptors. However, if there are any pure tones associated with the equipment at specific octave bands, this could make people more sensitive to the sound being emitted from the inverters and transformers.

Construction

The following discussion provides a general description of the construction schedule and activities associated with the Project.

Schedule

Construction would begin in 2027. Construction would be anticipated to occur over a period of 5 to 6 months. Delays outside of the Applicant's control may cause changes to this schedule. Such delays may relate to required utility interconnection upgrade work.

Activities

Construction activities will consist of the placement of the PV panels and associated equipment (e.g., excavation of trenches and equipment pads; installation of racking, solar modules/inverters, and electrical equipment), development of access roads and fencing, and restoration.

Restoration

Topsoils will not be removed from site so that they may be used as native fill during and following construction, as needed. At the completion of earth disturbing activities associated with construction of the Project, all disturbed portions of the parcel will be permanently seeded. A native grass mix of low-growth seeds and wildflowers will be planted as determined at the pre-construction meeting. Perennial vegetative ground cover and/or farm crops will be established and maintained in setback areas to further prevent erosion and to manage run-off as outlined in the Agricultural Impact Mitigation Agreement (AIMA, see below). When practical, seed and plantings will be sourced from local nurseries and vendors.

Operation

The facility is anticipated to operate for up to 35 years. The Applicant intends to be the long-term owner and operator of the Project. Once in operation, no on-site employees are needed on a permanent, day-to-day basis. Personnel will consist of those conducting maintenance activities in accordance with the operations and maintenance plan schedule. Maintenance work will be conducted in accordance with zoning ordinance (e.g., hours of work and requirements established as part of the design and installation).

Agrivoltaics

As part of the operations plan, the Applicant is considering the use of sheep grazing for vegetation maintenance. This grazing management is an effective way to integrate agrivoltaics (sheep grazing) into the project. The sheep farmer will be responsible for the vegetation maintenance of the site and transportation of the sheep. The Applicant will be responsible for providing and maintaining a permanent and secure perimeter fence to ensure the sheep will not escape the facility. In the event additional vegetative maintenance is required, landscaping services will be subcontracted.

City of Decatur, IL Zoning Ordinance

City of Decatur, IL Zoning Ordinance Sec. XVII. M-1 Intense Commercial – Light Industrial District

The Applicant seeks to have the Project area rezoned from R-1, a residential district, to M-1, a commercial and industrial district as a permitted use pursuant to Sec XVII, A, 40. The Project is designed in a manner that conforms to the conditions of the zoning ordinances outlined by the City of Decatur, IL Zoning Ordinance Sec. XVII, C, and D. These requirements include:

C. Height and Area Regulations.

1. Minimum Lot Area (square feet): 6,500
2. Minimum Lot Width (feet): no requirement
3. Minimum Front Yard (feet): 25
4. Minimum Rear Yard (feet):
 - a. Adjacent to property in a residential district: 25
 - b. All others: no requirement
5. Minimum Side Yards (feet):
 - a. Adjacent to property in a residential district: 5
 - b. All others: no requirement
6. Building Height (see Section XXII for exceptions to height regulations):
 - a. No. of stories: 10
 - b. Maximum height (feet): 125

The Project is being designed to be compliant with the Height and Area Regulations including those related to lot size, lot width, front rear and side yard offsets, and height of construction on the Project site.

D. Performance Standards. All land uses within the light industrial district shall be expected to function within the following requirements:

1. *Noise* – no person shall operate or cause to be operated any source of sound in such a manner as to create a sound level which is discernible from the property line of the noise-intensive use. Emergency vehicles, sirens, communications, as well as aircraft operations, construction and worship bells chimes, are exempt from these requirements.

The facility owner or operator shall comply with the requirements of the Illinois Pollution Control Board and any other applicable codes and ordinances regulating sound generation provided that they are not more restrictive than the sound limitations established by the Illinois Pollution Control Board. Commercial Solar Energy Facilities typically do not produce noise in excess of the ambient sound level and based on a completed noise modeling study using typical equipment predicted noise levels generated by Project sources will be well below the most limiting Illinois Pollution Control Board sound emission standards at sensitive residential receptors and the Macon County noise ordinance levels.

2. *Odor* - No odor from the following sources shall be detectable at the property line:
 - a. dead or decaying matter,
 - b. Storage of waste, garbage or untreated sewage;
 - c. Animal offal and similar byproducts.

No noxious or persistent odor sources are expected to occur at the Project site during normal operation. Odors associated with construction will be minimal and temporary, and may include exhaust from heavy equipment, nuisance dust from gravel used to build access roads, and portable restrooms for the use of the construction crew during the construction phase. Refuse associated with the construction phase will be removed promptly and disposed of in accordance with all applicable local, state, and federal regulations. No impacts to surrounding properties or the community are expected from odors produced by normal construction activities.

3. *Glare, dust, and vibrations* – All emissions of glare, dust and/or vibration shall be contained within the property line. Vibration or glare shall not be discernible from the street or sidewalk adjoining the property.

The Project is being designed to limit glare from the solar panel arrays such that it does not become a nuisance to any adjacent property, sidewalk or street. The Applicants intend to use industry best management practices with regard to glare which includes the use of anti-reflective coating on the solar panel glass and establishing a vegetative screening of trees around the project. Dust may occur during construction, and appropriate dust control measures will be implemented to prevent dust from leaving the site, such as the use of a water truck to keep gravel roads damp. No dust production is expected to occur during the normal operation of the Project.

4. *Outdoor storage; screening* – Any Outdoor storage of equipment or materials, other than vehicles for sale, must be enclosed by a six-foot high fence, six-foot high hedge or similar landscape materials, or an appropriate combination thereof. However if the property is located within 300 feet of any property that is zoned R-1, R-2, R-3, R-5, R-6, PMR-1, O-1, B-1, B-2, B-3 and PD or any non-industrial use in the city limits or neighboring jurisdiction it must be screened by a six-foot high site break fence, six-foot high hedge or similar landscape materials, or an appropriate combination thereof. Measurements shall be made from the nearest point on the property/lot lines of each property.

Following completion of construction, no long-term outdoor storage of equipment or materials is expected at the Project site. A 7-foot tall security fence will be constructed to fully enclose both arrays on each parcel, with manual swing security gates located at the entrances. A combination of fencing, vegetative screening, and/or site break fence will be used to screen the project from neighboring properties as necessary.

PROPRIETARY INFORMATION: THIS DRAWING IS THE PROPERTY OF WSP USA ENVIRONMENT & INFRASTRUCTURE AND IS NOT TO BE LOANED OR REPRODUCED IN ANY WAY WITHOUT THE PERMISSION OF WSP USA ENVIRONMENT & INFRASTRUCTURE.

TOTALENERGIES RENEWABLES, USA

3.750 MW AC SOLAR PV DEVELOPMENT

DECATUR NW 2

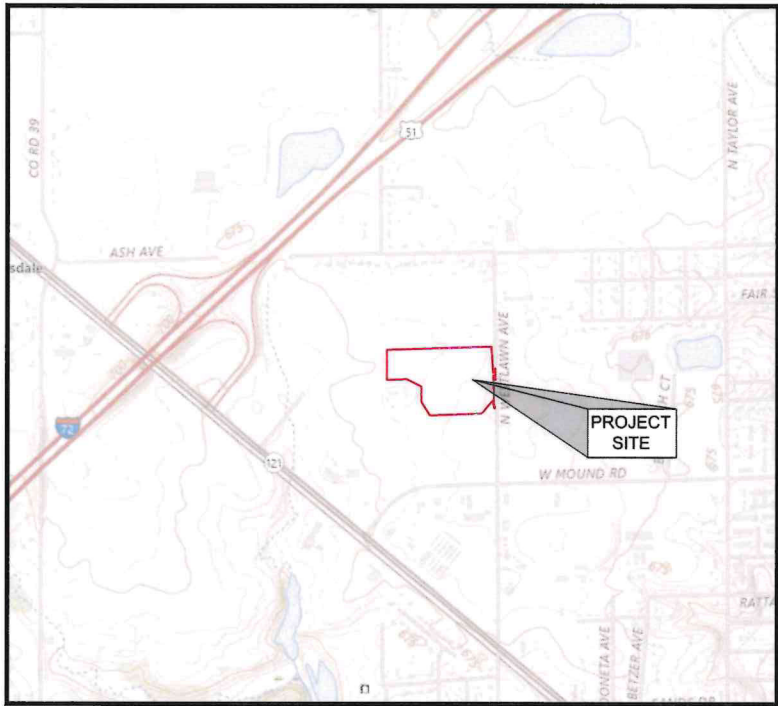
PARCEL 07-07-29-476-004

DECATUR, ILLINOIS

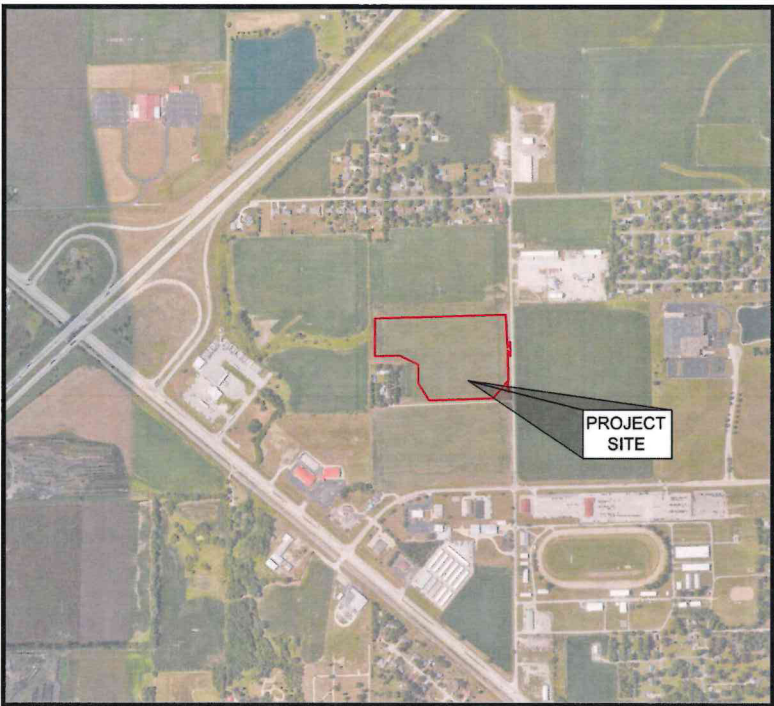
SEPTEMBER XX, 2025

ISSUED FOR PERMITTING

DRAFT



LOCUS MAP
1" = 1000'



AERIAL IMAGE
1" = 800'

DRAWING INDEX

SHEET NUMBER	DRAWING TITLE	DRAWING NUMBER
	COVER SHEET	
1	CONSTRUCTION, EROSION AND SEDIMENTATION CONTROL NOTES	G-001
2	EXISTING CONDITIONS PLAN	V-101
3	PROPOSED SITE PLAN	C-101

PROPERTY OWNER

LOEPKER DANIEL B TRUST
8410 SLANT RD, BARTELSON, IL 62218-1720

DEVELOPED BY



TOTALENERGIES RENEWABLES, USA
1201 LOUISIANA STREET, SUITE 1800
HOUSTON, TX 77002

PREPARED BY



WSP USA INC.
100 APOLLO DRIVE, SUITE 302
CHELSEMFORD, MA 01824



WSP USA, INC.
100 APOLLO DRIVE, SUITE 302
CHELMSFORD, MASSACHUSETTS 01824
TELEPHONE: (978) 692-5099
FAX: (978) 692-4533
WEB: WWW.WSP.COM

NOTES:

- THIS PLAN WAS GENERATED USING DATA PROVIDED BY GSG CONSULTANTS, INC. FROM THEIR ON-SITE FIELD VISIT PERFORMED ON AUGUST 27, 2025. ADDITIONAL NEARBY BUILDINGS WERE INCLUDED FROM TOTALENERGIES RENEWABLES, USA.
- OWNER OF RECORD: LOEPKER DANIEL B TRUST WITH A TOWN LISTED PROPERTY ADDRESS OF 8410 SLANT RD, BARTELSON, ILLINOIS. FOR FURTHER REFERENCE, SEE DECATUR DIGITAL ATLAS AT DECATURIL.GOV - PIN 07-07-29-476-004.
- HORIZONTAL DATUM IS BASED ON ILLINOIS STATE GRID COORDINATE SYSTEM NAD83 (IL83EF). VERTICAL DATUM IS REFERENCED TO NAVD 88. CONTOUR INTERVAL SHOWN ON PLAN IS 2 FOOT.
- THE WETLANDS SHOWN ON THIS PLAN WERE DELINEATED BY WSP USA, INC. ON SEPTEMBER 2, 2025.
- NEITHER GSG CONSULTANTS, INC. NOR WSP USA, INC. HAVE INDEPENDENTLY VERIFIED THE LOCATION, EXISTENCE, AND SERVICEABILITY OF ANY UTILITIES AND MAKE NO GUARANTEE TO THE COMPLETENESS OR THE ACCURACY OF ANY UTILITIES SHOWN ON THIS PLAN. UTILITIES SHOWN WERE FIELD LOCATED ABOVEGROUND AND VISUAL, AND OR REFERENCED FROM PLANS AND MAP REFERENCES. ADDITIONAL UTILITIES MAY EXIST IN THE FIELD, WHICH ARE NOT SHOWN ON THIS PLAN. ACTUAL LOCATIONS MUST BE DETERMINED IN THE FIELD PRIOR TO EXCAVATION OR OTHER CONSTRUCTION ACTIVITIES. CALL "JULIE" AT (800) 892-0123 OR DIAL 811. GSG CONSULTANTS, INC. AND WSP USA, INC. ASSUME NO RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES OMITTED OR INACCURATELY SHOWN ON THIS PLAN.
- THE SUBJECT PROPERTY IS LOACED IN ZONE "X", AREA OF MINIMAL FLOOD HAZARD, PER FEMA FLOOD INSURANCE RATE MAP NUMBER 17115C0188E FOR MACON COUNTY, ILLINOIS WITH AN EFFECTIVE DATE OF JUNE 07, 2017.
- THE SITE'S LAND USE IS "CULTIVATED CROPS" PER THE USGS NLCD 2011 LAND COVER SURVEY.
- THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATION AND TITLE BLOCK OF THIS PLAN. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT HAVING THE CONSENT OF GSG CONSULTANTS, INC. IN WRITING.

REVISION	DATE	ISSUE / REVISION DESCRIPTION	HPB	OAC	APPROVED
0	08/22/25	ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION			

PROJECT:	3,750 MW AC GROUND-MOUNT SOLAR ARRAY DECATUR NW 2 DECATUR, IL
TITLE:	EXISTING CONDITIONS PLAN

TOTALENERGIES
RENEWABLES, USA
1201 LOUISIANA STREET, SUITE 1800
HOUSTON, TEXAS 77002



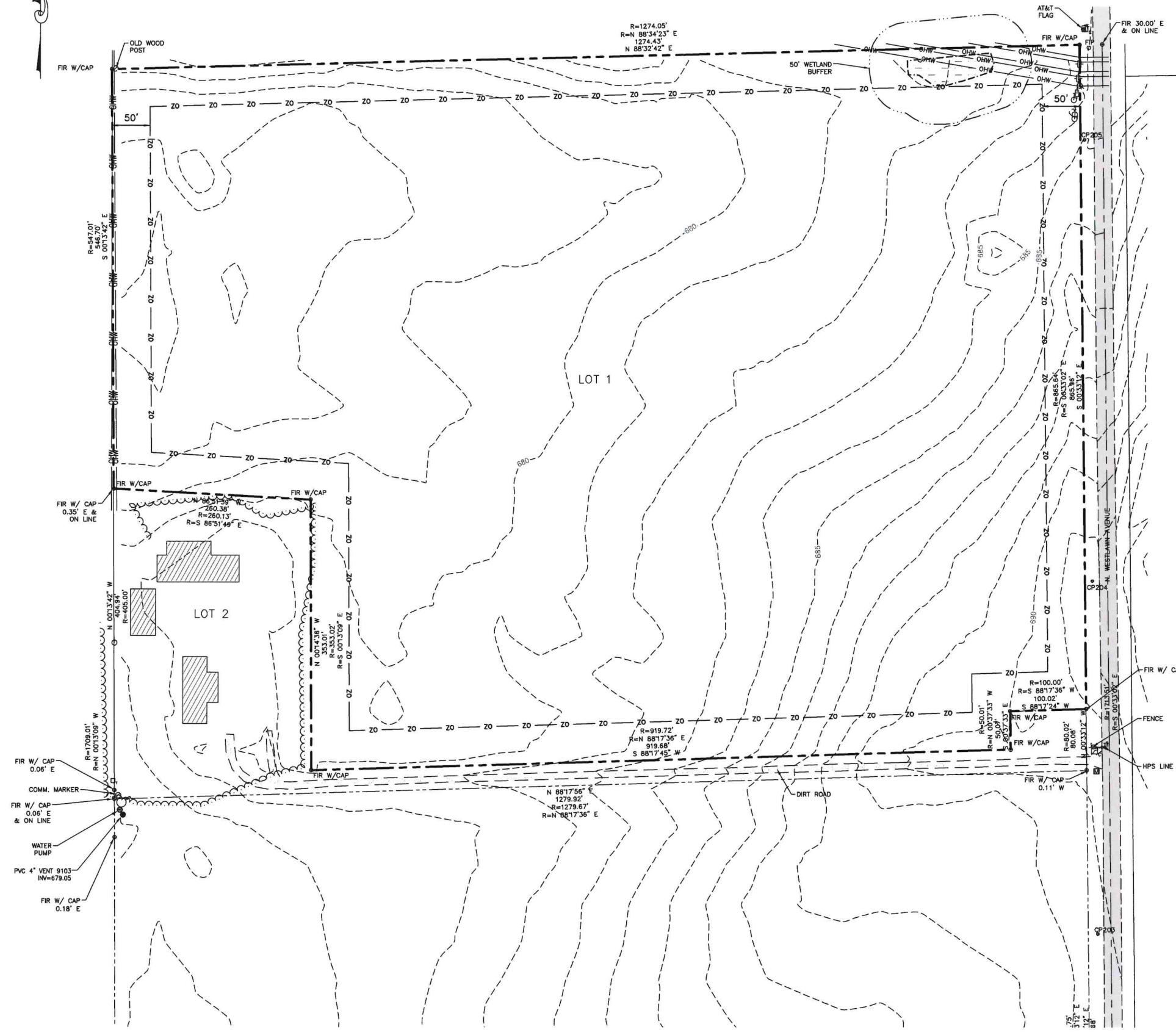
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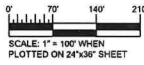
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CHECKED BY: OAC
PROJECT NUMBER: US-WSP-31407523.5779
DRAWING NUMBER: V-101
SHEET NUMBER: 2 OF 3

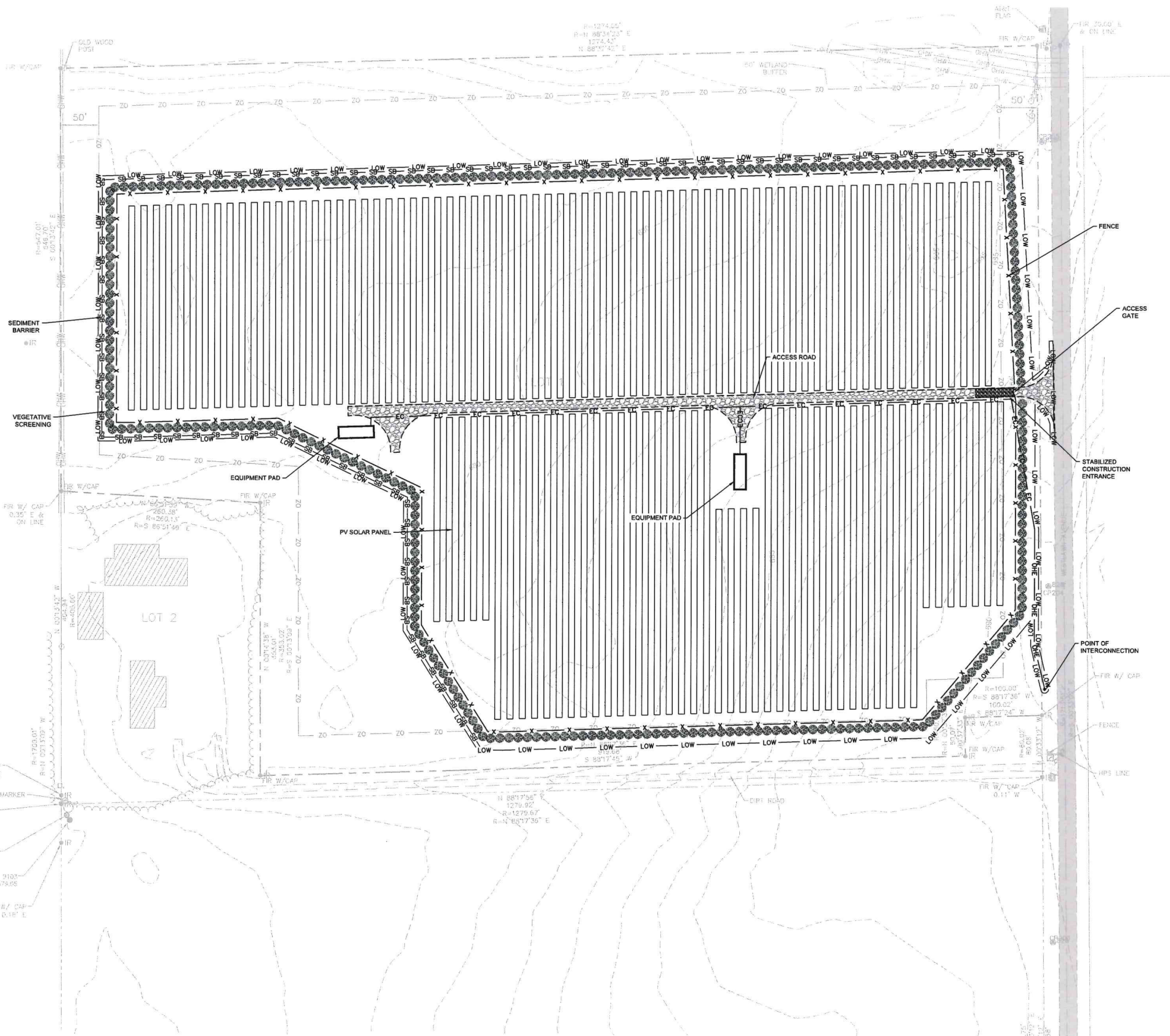
ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION



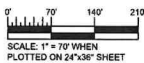
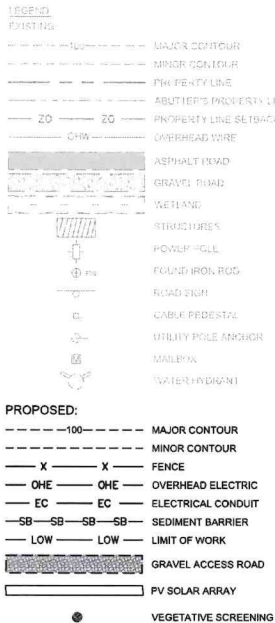
LEGEND:

EXISTING:	
MAJOR CONTOUR	---
MINOR CONTOUR	- - -
PROPERTY LINE	---
ADJUTER'S PROPERTY LINE	---
PROPERTY LINE SETBACK	---
OVERHEAD WIRE	---
ASPHALT ROAD	---
GRAVEL ROAD	---
WETLAND	---
STRUCTURES	---
POWER POLE	---
FOUND IRON ROD	---
ROAD SIGN	---
CABLE PEDESTAL	---
UTILITY POLE ANCHOR	---
MAILBOX	---
WATER HYDRANT	---





1. ELECTRICAL DESIGN, INCLUDING UTILITY POLES, PERFORMED BY OTHERS. ELECTRICAL EQUIPMENT AND COMPONENTS SHOWN TO ILLUSTRATE LOCATIONS ONLY. REFER TO ELECTRICAL DRAWINGS FOR DETAILED ELECTRICAL SYSTEM.
2. UPON COMPLETION OF SITE CONSTRUCTION ALL AREAS PREVIOUSLY DISTURBED SHALL BE SEEDED AND CLOSELY MONITORED BY THE CONTRACTOR UNTIL SUCH TIME AS A SATISFACTORY GROWTH OF VEGETATION IS ESTABLISHED. SATISFACTORY GROWTH SHALL MEAN A MINIMUM OF 70% OF THE AREA IS VEGETATED WITH VIGOROUS GROWTH.



ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION

[illegible]

PROJECT: 3.750 MW AC GROUND-MOUNT SOLAR ARRAY
DECATUR NW 2
DECATUR II

PROPOSED CONDITIONS PLAN

**TOTAL ENERGIES
RENEWABLES, USA**
1201 LOUISIANA STREET, SUITE 1800
HOUSTON, TEXAS 77002



CLIENT:

SEA

DESIGNED BY: HPB	DRAWN BY: HPB
CHECKED BY: QAC	SCALE: AS SHOWN

PROJECT NUMBER:

DRAWING NUMBER:

C.

3 OF 3

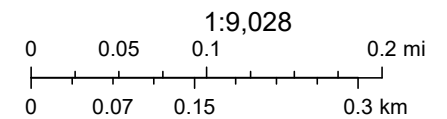


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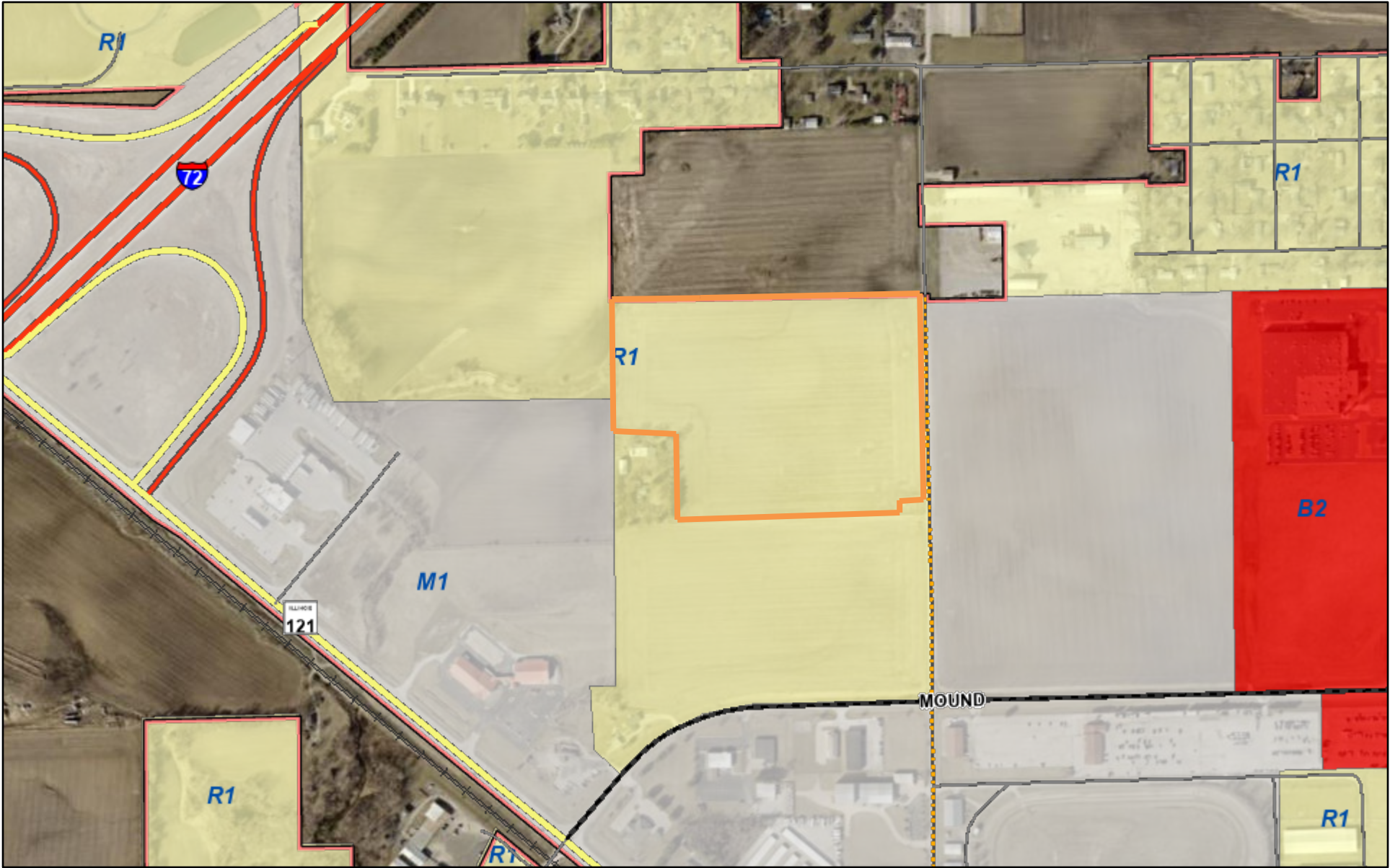
Road Classifications

- Interstate
- Interstate Ramp
- Freeways and Expressways

- | | | |
|----------------|---------------------|-------------------------|
| --- Arterials | Roads (small scale) | Orange Override 1 |
| ... Collectors | <all other values> | Decatur City Limits AGO |
| — Residential | Railroad Tracks | Macon County Boundary |

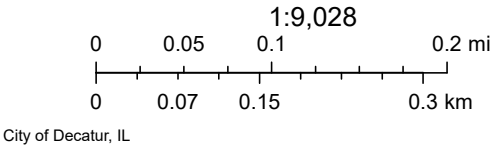


25-13 zoning



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- Road Classifications
- Interstate
 - Interstate Ramp
 - Freeways and Expressways
 - Arterials
 - Collectors
 - Residential
 - Roads (small scale)
 - <all other values>
 - Railroad Tracks
 - Override 1
 - Decatur City Limits AGO
 - Zoning
 - B2-Commercial
 - M1-Intense Commercial/Light Industrial
 - R1-Single Family Residence
 - Macon County Boundary



Excerpts from Plan Commission Meeting of November 6, 2025:

Case No. 25-13 Petition of DECATUR NORTHWEST 2, LLC to rezone the property located NORTHWEST OF THE INTERSECTION OF WEST MOUND ROAD AND NORTH WESTLAWN AVENUE from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District. Permanent I.D. No. 07-07-29-476-004

It was moved and seconded (Bobby Garner/Matt Naber) to forward Case No. 25-13 to the City Council with a recommendation of approval as set forth in the staff report.

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

Maroua Jabouri, Petitioner, and Seth Uphoff, Attorney for Petitioner, were sworn in by Amy Goodman. Maroua Jabouri made a presentation of the project, with Seth Uphoff available for questions and concerns from the Plan Commission. Questions and discussion with staff and Petitioner.

Joshua Dubbelde, concerned neighbor, was sworn in by Amy Goodman to speak in opposition of the project saying there is a need for affordable housing at this time, not in 35 years after decommissioning and he feels the property is better suited for housing.

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

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM

January 5, 2026

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Melissa Hon, Interim City Manager
Lacie Elzy, Director of Economic & Community Development
Miranda Lambert, Asst. Director of Economic & Community Development

SUBJECT: Ordinances Rezoning Properties Northwest of the Intersection of West Mound Road and North Westlawn Avenue.
1. Ordinance 2026-01 authorizing rezoning of PIN 07-07-29-476-004 from R-1 Single Family Residence to M-1 Intense Commercial/Light Industrial.
2. Ordinance 2026-02 authorizing rezoning of PIN 07-07-29-476-006 from R-1 Single Family Residence to M-1 Intense Commercial/Light Industrial.

SUMMARY RECOMMENDATION: Staff recommends approval of two companion ordinances rezoning two separate parcels northwest of the intersection of West Mound Road and North Westlawn Avenue from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District. The Developer has agreed that it will provide a Decommission Plan and Financial Assurance with the City of Decatur. The City Plan Commission voted 8-1 to recommend approval of both petitions at the November 6, 2025, meeting. The minutes of the meeting are attached.

BACKGROUND: The petitioner proposes to rezone the sites from R-1 Single-Family Residence to M-1 Intense Commercial-Light Industrial District to allow a commercial solar energy project. The subject sites are located within a mixed-use area, and the proposed rezoning from R-1 Single-Family Residence District to M-1 Intense Commercial- Light Industrial is not expected to have an adverse effect on the surrounding area or the City as a whole.

The surrounding zoning and existing land uses include a mix of agricultural and residential uses. The proposed M-1 zoning would be compatible and consistent with the surrounding zoning and uses. For further details, please refer to the attached Plan Commission staff report.

POTENTIAL OBJECTION: There was one objector present at the Plan Commission meeting. The petitioner indicated that they knocked on doors in the neighborhood and sent out post cards without any objections noted to them. City Staff did not receive any calls or emails from individuals objecting to the petitions.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Lacie Elzy (lelzy@decaturil.gov), Miranda Lambert (mlambert@decaturil.gov), or Kylie Reynolds (kreynolds@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY FROM
R-1 SINGLE FAMILY RESIDENCE DISTRICT TO
M-1 INTENSE COMMERCIAL/LIGHT INDUSTRIAL DISTRICT
- PROPERTY NORTHWEST OF THE INTERSECTION OF
WEST MOUND ROAD AND NORTH WESTLAWN AVENUE (07-07-29-476-006) -**

WHEREAS, on the 5th day of January 2026, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of DECATUR NORTHWEST 1, LLC, to rezone premises legally described as:

Lot Three (3) of “Eads Family Trust Addition” subdivision, described as follows:

THE SOUTH ONE-HALF (1/2) OF THE NORTH 56.62 ACRES OF THE EAST ONEHALF (1/2) OF THE SE QUARTER (1/4) OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 2 E OF THE 3RD P.M., CONTAINING APPROXIMATELY 28.31 ACRES, MORE OR LESS. AND BEGINNING AT THE SOUTH-EAST CORNER OF SECTION TWENTY-NINE (29), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, AND RUNNING IN A NOTHERLY DIRECTION 774.2 FEET, THENCE IN A WESTERLY DIRECTION 1310.1 FEET, THENCE IN A SOUTHERLY DIRECTION 772.3 FEET, THENCE IN AN EASTERLY DIRECTION 1314 FEET TO THE PLACE OF BEGINNING.

Permanent I.D. No. 07-07-29-476-006

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

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

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

Section 2. That said described premises be, and they are hereby rezoned from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District.

Section 3. That the rezoning approved herein is granted subject to the execution and continued compliance with a Development Agreement between the City of Decatur and Decatur Northwest 1, LLC. The subject property shall be developed and used solely for a commercial solar energy facility in substantial conformance with the approved site plan and the terms of the Development Agreement. No building permits shall be issued until the Development Agreement has been fully executed and all applicable local, state, and federal approvals have been obtained.

Section 4. That upon written notice, a default and failure to cure pursuant to the Development Agreement will repeal this Ordinance.

Section 5. That the Districts herein mentioned are those Districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning Ordinance, and all the provisions, regulations, restrictions, and requirements therein set forth shall apply to the premises described herein.

Section 6. That the zoning of said premises as set out herein shall be shown and verified on the Zoning District Map as in such Ordinance No. 3512 provided and said District be hereby amended and changed as herein set forth.

Section 7. That the zoning of said premises shall revert from M-1 Intense Commercial/Light Industrial District back to from R-1 Single Family Residence District once decommission of this development takes place.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of January 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

STAFF REPORT
Decatur City Plan Commission

Hearing Date November 6, 2025
Case No. 25-14
Property Location 4000 Block of North Westlawn Avenue (The corner of Westlawn Avenue and West Mound Road)
Request Rezoning from R-1 Single Family Residence District to M-1 Intense Commercial- Light Industrial District
Petitioner Daniel B Loepker
Representative Maroua Jabouri

BACKGROUND

The subject site is approximately 21.18 acres in size and is currently undeveloped. It is currently zoned R-1 Single-Family Residence District.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Agriculture	R-1	Residential – Low Density
North	Residential	R-1	Residential – Low Density
South	Residential	R-1, M-1	Residential – Low Density
East	Agriculture	M-1	Residential – Low Density
West	Church	R-1, M-1	Residential – Low Density

PROJECT DESCRIPTION

The petitioner proposes to rezone the site from R-1 Single-Family Residence to M-1 Intense Commercial-Light Industrial District to allow a commercial solar energy project.

STAFF ANALYSIS

The surrounding zoning and existing land uses include a mix of agricultural and residential uses. According to the Macon County and City of Decatur Comprehensive Plan, this area is designated for Residential – Low Density.

The proposed M-1 zoning would be compatible and consistent with the surrounding zoning and uses.

The subject site is located within a mixed-use area, and the proposed rezoning from R-1 Single-Family Residence District to M-1 Intense Commercial- Light Industrial is not expected to have an adverse effect on the surrounding area or the City as a whole.

STAFF RECOMMENDATION

Staff recommends approval of the rezoning request.

PLAN COMMISSION ACTION

Section XXIX. requires the Plan Commission to hold a public hearing on a rezoning request and then forward its report and recommendation to the City Council for a final decision. A motion to forward Case No. 25-14 to the City Council by the Plan Commission with a recommendation is warranted.

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

Kylie Reynolds
Urban Land Use Planner

ATTACHMENTS

1. Petition
2. Site Plan
3. Location Map

	City of Decatur, Illinois	
	PETITION FOR REZONING	
	<i>Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois</i>	
	Economic and Urban Development Department One Gary K. Anderson Plaza Decatur, Illinois 62523-1196	
		424-2793 FAX 424-2728

Please Type

SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	Decatur Northwest 1, LLC				
Address	1201 Louisiana Street, Suite 1800				
City	Houston	State	Texas	Zip	77002
Telephone	617-708-4966	Fax		E-mail	maroua.jabouri@totaler
Property Owner	Daniel B. Loepker Trust				
Address	8410 Slant Road				
City	Bartelso	State	Illinois	Zip	62218
Telephone	618-322-6706	Fax		E-mail	loepker19@gmail.com
Representative	Maroua Jabouri				
Address	1201 Louisiana Street, Suite 1800				
City	Houston	State	Texas	Zip	77002
Telephone	617-708-4966	Fax		E-mail	maroua.jabouri@totaler

SECTION TWO: SITE INFORMATION						
Street Address	Decatur, IL 62526					
Legal Description	See attached legal description.					
Present Zoning	☒ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						
Size of Tract	21.18	☐ SF	☒ AC			

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

<i>Section Three Continued</i>	
Purpose	<i>Please state the purpose of the proposed rezoning.</i>
See attached project narrative.	

SECTION FOUR: JUSTIFICATION
<i>The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):</i>
See attached project narrative.

SECTION FIVE: CERTIFICATION			
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.		
Petitioner's Signature		Date	September 16, 2025 5:53 PM CEST

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

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

Lot Three (3) of "Eads Family Trust Addition" subdivision, described as follows:

THE SOUTH ONE-HALF (1/2) OF THE NORTH 56.62 ACRES OF THE EAST ONEHALF (1/2) OF THE SE QUARTER (1/4) OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 2 E OF THE 3RD P.M., CONTAINING APPROXIMATELY 28.31 ACRES, MORE OR LESS. AND BEGINNING AT THE SOUTH-EAST CORNER OF SECTION TWENTY-NINE (29), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, AND RUNNING IN A NOTHERLY DIRECTION 774.2 FEET, THENCE IN A WESTERLY DIRECTION 1310.1 FEET, THENCE IN A SOUTHERLY DIRECTION 772.3 FEET, THENCE IN AN EASTERLY DIRECTION 1314 FEET TO THE PLACE OF BEGINNING.

PIN: 07-07-29-476-006

Decatur Northwest 1, LLC
Decatur Northwest 1 Commercial Solar Energy Facility, Decatur, IL

Decatur Northwest 1 Commercial Solar Energy Facility – Parcel Identification Number (PIN) 07-07-29-476-006

Introduction

Decatur Northwest 1, LLC (Applicant) is filing a Petition for Rezoning with the City of Decatur, IL City Plan Commission to develop and construct a 3.3-megawatt (MW) solar project, pursuant to the City of Decatur, IL Zoning Ordinance Sec. XVII. *M-1 Intense Commercial – Light Industrial District*, and all other relevant standards, concurrently with Decatur Northwest 2, LLC. The Decatur Northwest 1 Commercial Solar Energy Facility (Project) is a proposed 3.3-MW alternating current (AC) solar photovoltaic (PV) project, proposed to be located in the northwest extent of the City of Decatur, Macon County, Illinois.

The location of the proposed site is northwest of the intersection of West Mound Road (County Highway 22), and North Westlawn Avenue. Decatur Northwest 1, LLC proposes to develop a single parcel (07-07-29-476-006) which is currently being used for agriculture, and zoned R-1 (Single-Family Residence District). The geographic coordinates for the approximate center of the parcel are [39.891538°, -88.995089°].

The narrative provided herein is intended to supplement the Petition for Rezoning by the Applicant. It includes information regarding the following topics:

- Applicant and Owner name and address
- Project Overview and Purpose
- Existing Conditions
- Project Components
- Construction
- Operation
- City of Decatur, IL Zoning Ordinance Sec. XVII. *M-1 Intense Commercial – Light Industrial District*

The contact information for the applicant and the landowner are as follows:

Applicant

Decatur Northwest, 1 LLC
1201 Louisiana Street, Suite 1800
Houston, TX 77002
Project Manager: Maroua Jabouri
(617) 708-4966
maroua.jabouri@totalenergies.com

Owner

Daniel B. Loepker Trust
8410 Slant Road
Bartelso, IL 62218
Rep: Daniel Loepker
(618) 322-6706
loepker19@gmail.com

Decatur Northwest 1, LLC
Decatur Northwest 1 Commercial Solar Energy Facility, Decatur, IL

Project Overview and Purpose

The 3.3-MW Project is designed to encompass approximately 12.45 acres of 21.18-ac parcel 07-07-29-476-006.

The Project will help the state of Illinois and the City of Decatur by providing clean, renewable energy to its citizens and by diversifying the state's energy generation portfolio. The Project will have minimal impact to surrounding areas; no sound, emissions, towers, or permanent increase in local traffic are anticipated to result from the Project. This solar energy project will use the sun's natural output to meet the energy demands of approximately 569 homes in Illinois.¹

Existing Conditions

The Project is to be located on one parcel (07-07-29-476-006) currently used for agriculture and located in the Single-Family Residence District (Zoning code R-1). The Project area is northwest of the intersection of West Mound Road (County Highway 22), and North Westlawn Avenue. The geographic coordinates for the approximate center of the parcel are [39.891538°, -88.995089°].

A wetland delineation was conducted on September 2, 2025 and no aquatic resources were identified within the subject parcel. The Project is being designed to avoid impacts to jurisdictional Waters of the State and/or U.S. Should impacts to identified aquatic resources be unavoidable, the Applicant will obtain all applicable Clean Water Act authorizations for such impacts prior to construction.

Review of publicly available Illinois underground mine data confirms that no underground mines are present beneath the property.

The entire Project lies within area mapped by FEMA as 'Zone X'. 'Zone X' is considered to be an "Area of Minimal Flood Hazard."

Consultation with the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) indicated that no critical habitat is present within the Project. Seven species were identified by the IPaC as being possibly present within the Project. Due to the agricultural use of the land and overall lack of suitable habitat, the presence of these species is unlikely. The IPaC consultation results are included below.

The Illinois Department of Natural Resources (IDNR) was consulted through the EcoCAT platform. A response, included below, was received stating that the IDNR's database contains records of state-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, and/or registered Land and Water Reserves in the vicinity of the Project location. IDNR evaluated this information and concluded that adverse effects from the Project on those resources are unlikely.

Existing conditions within, adjacent, and near the site are presented at the end of this narrative.

Project Components

Major components of the Project are presented on the site plan included with this submittal. In addition to the PV panels, the Project will include the construction of a single access road, single-axis tracking

¹ <https://www.seia.org/initiatives/whats-megawatt>

components, direct current (DC)/AC power string inverters, medium-voltage transformers, control and distribution cabinets, a medium-voltage collection system, switchgear, and one interconnection point to the existing electrical distribution system.

The Project layout proposes two equipment pads, one per planned array. An equipment pad consists of one or more DC/AC inverters, a medium voltage transformer (MVT), and a control cabinet. These components are often mounted on a concrete slab, with or without an enclosure. The string inverters convert the DC power from the panels into three-phase AC power, which is distributed from the Project site to the Project's interconnection point. The voltage of the converted AC current is increased through the MVTs prior to transmission to the grid.

The PV panels will be secured on a tracking system supported by metal piers driven or screwed into the ground to a depth of approximately 6 to 8 feet. To support the PV panels, the Project will utilize a single axis tracking system, which is designed to optimize power production by allowing the PV panels to track the sun's movement across the sky. Single axis tracking systems vary by manufacturer but generally consist of a series of mechanically linked horizontal steel support beams, known as torque tubes, with a drivetrain system that is usually located in the center of the rows, dividing the array into two sides. The number of rows within a tracker block can vary, but it is often limited by the system's ability to move the torque tube assemblies and the desired solar output amount.

Solar PV panels typically consist of glass, polymer, aluminum, copper, and semiconductor materials that can be recovered and recycled at the end of their useful life.

To provide decades of corrosion-free operation, solar cells are encapsulated from air and moisture between two layers of plastic, with a layer of tempered glass and a polymer sheet or industrial laminate. In the same way a windshield cracks but stays intact, a damaged solar cell does not generally create small pieces of debris.

Crystalline silicon panels represent approximately 90% of solar panels in use today. Research has shown they "do not pose a material risk or toxicity to public health and safety."² Crystalline silicon panels present no material risk of chemical components leaching into soil or groundwater.

The Project will include a DC collection system, which will collect electricity from the PV panels and transmit it to the string inverters. Panels will be grouped into a series of circuits (strings), and the strings will subsequently be wired in parallel through electrical harnesses that travel through the cable trays to DC termination blocks located within the respective string inverters. The string inverters will convert the DC power, created by the solar modules and delivered by the electrical harnesses, into AC power. This AC output power will then be combined at the Project's main aggregating solar switchboard and will feed into the grid across the point of common coupling with the utility. The total number of string inverters will vary with the final tracker design and the Project's final system size. The current design utilizes 22 string inverters.

The electricity collection network will consist of underground collection cables, which are used to conduct the electricity to the Project's protective switchgear and metering equipment. These cables will be buried 36 to 48 inches below ground. The Project will be built to product and industry safety standards, and the threat of fire or electrical hazard with this type of project is minimal.

² "Health and Safety Impacts of Solar Photovoltaics," N.C. State University, N.C. Clean Energy Technology Center, May 2017.

Decatur Northwest 1, LLC

Decatur Northwest 1 Commercial Solar Energy Facility, Decatur, IL

A driveway (with an aggregate base) will be constructed to allow for access to and maintenance of the Project site. The driveway will connect Array A and Array B with West Mound Road (County Highway 22). The access road will be paved with asphalt from West Mound Road (County Highway 22) up to the parcel boundary as required by county code.

The Project area will be surrounded by a minimum 7-foot-high security fence with manual swing gates at the main entrances. The proposed Project will not include an operations and maintenance facility or sanitary service building.

Noise

Based on WSP's understanding of the Decatur Northwest Commercial Solar Energy Facility located in Macon County, Illinois (Project), the Project is not expected to exceed applicable noise standards and noise level limits. Noise levels were estimated based on the following equipment list that was identified in the system summary document of this submittal and are broken down into each array section.

- 1-1 – 10 x SMA Peak-3 inverters
- 1-1 – 1500 kVA transformer
- 1-2 – 12 x SMA Peak-3 inverters
- 1-2 – 2000 kVA transformer
- 2-1 – 12 x SMA Peak-3 inverters
- 2-1 – 2000 kVA transformer
- 2-2 – 13 x SMA Peak-3 inverters
- 2-2 – 2000 kVA transformer

The above sources were broken down into an operational daytime and nighttime phase for modeling. Operation assumed that the solar inverters will be off-line during nighttime hours. Additionally, the transformers are expected to be quieter at night, if not off-line completely, due to cooling fans generally not operating while the sun is not above the horizon. However, the same daytime sound level data for the transformers was used for a predicted nighttime impact as conservative measure for the analysis.

Local Ordinances

Noise regulations are outlined by the Illinois Pollution Control Board in Title 35, Subtitle H, Chapter I, Part 901, subsection 901.102 Sound Emitted to Class A Land for sound emission standards at sensitive residential receptors. This section states that “no person shall cause or allow the emission of sound during daytime hours from any property-line-noise-source located on any Class A, B or C land to any receiving Class A land which exceeds any allowable octave band sound pressure level specified” (IPCB, 2018). Since the Illinois noise standard is based on octave band levels, and the model is a theoretical tool, the octave bands of the standard were logarithmically added together to get a sound pressure level to compare the predicted results to the standard. The resulting daytime and nighttime noise limits are 61 dBA and 51 dBA respectively, as shown in Table 1. The Macon County noise ordinance in Title IX General Regulations, Chapter 94 Noise Control states that “during daytime hours (7:00 am to 10:00 pm) no person shall make noise to any receiving land which can be heard at a distance of 300 feet or more and/or which exceeds 60 dBA when measured at any point within the receiving residential land. During night hours (10:00 pm to 7:00 am) no person shall make noise to any receiving land which can be heard at a distance

of 100 feet or more and/or which exceeds 55 dBA when measured at any point within the receiving residential land.”(Macon 2014).

Table 1: Modeled and Predicted Noise Levels at Sensitive Receptor Locations

Site	A- Weighted Sound Levels (dBA)									
	Baseline ¹		Modeled ²		Predicted ³		Increase to Baseline		Illinois Noise Standard ⁴	Illinois Noise Standard ⁴
	Day	Night	Day	Night	Day	Night	Day	Night	Class C to Class A	Class C to Class A
R 1	50	40	45	30	51	40	1	0	61	51
R 2	50	40	27	12	50	40	0	0	61	51
R 3	50	40	31	16	50	40	0	0	61	51
R 4	50	40	31	15	50	40	0	0	61	51
R 5	50	40	28	13	50	40	0	0	61	51
R 6	50	40	37	22	50	40	0	0	61	51
R 7	50	40	34	18	50	40	0	0	61	51

¹ Baseline from FTA method presented in Table 3 above.

² Modeled noise generated by proposed Project operations configuration calculated by the noise model CadnaA.

³ Predicted impacts were calculated by logarithmically adding the modeled impacts to the baseline estimates.

⁴ Calculated from IPCB octave bands

Figure 1 Daytime Noise Modeling Results



Figure 2 Nighttime Noise Modeling Results



The results presented above demonstrate that the predicted noise levels generated by Project sources will be well below the most limiting Illinois Pollution Control Board sound emission standards at sensitive residential receptors and the Macon County noise ordinance levels. The only increase to baseline observed was at R1, the closest residential receptor during the daytime, with a predicted increase of 1 dBA. This is a negligible increase above the FTA estimated baseline level of 50 dbA but below the values of the applicable noise standards. The Macon County noise ordinance also has a subjective component that the noise source should not be audible at 300 ft from the source during the daytime and 100 ft from the source during the nighttime. Audible is a difficult standard to describe with sound levels as it is subjective based on people's perception. Based on the FTA estimated baseline, it is not likely to be more audible than the baseline based on the negligible amount above the surrounding environment for the one daytime location of R1 and no increase for any other receptors. However, if there are any pure tones associated with the equipment at specific octave bands, this could make people more sensitive to the sound being emitted from the inverters and transformers.

Construction

The following discussion provides a general description of the construction schedule and activities associated with the Project.

Schedule

Construction would begin in 2027. Construction would be anticipated to occur over a period of 5 to 6 months. Delays outside of the Applicant's control may cause changes to this schedule. Such delays may relate to required utility interconnection upgrade work.

Activities

Construction activities will consist of the placement of the PV panels and associated equipment (e.g., excavation of trenches and equipment pads; installation of racking, solar modules/inverters, and electrical equipment), development of access roads and fencing, and restoration.

Restoration

Topsoils will not be removed from site so that they may be used as native fill during and following construction, as needed. At the completion of earth disturbing activities associated with construction of the Project, all disturbed portions of the parcel will be permanently seeded. A native grass mix of low-growth seeds and wildflowers will be planted as determined at the pre-construction meeting. Perennial vegetative ground cover and/or farm crops will be established and maintained in setback areas to further prevent erosion and to manage run-off as outlined in the Agricultural Impact Mitigation Agreement (AIMA, see below). When practical, seed and plantings will be sourced from local nurseries and vendors.

Operation

The facility is anticipated to operate for up to 35 years. The Applicant intends to be the long-term owner and operator of the Project. Once in operation, no on-site employees are needed on a permanent, day-to-day basis. Personnel will consist of those conducting maintenance activities in accordance with the operations and maintenance plan schedule. Maintenance work will be conducted in accordance with zoning ordinance (e.g., hours of work and requirements established as part of the design and installation).

Agrivoltaics

As part of the operations plan, the Applicant is considering the use of sheep grazing for vegetation maintenance. This grazing management is an effective way to integrate agrivoltaics (sheep grazing) into the project. The sheep farmer will be responsible for the vegetation maintenance of the site and transportation of the sheep. The Applicant will be responsible for providing and maintaining a permanent and secure perimeter fence to ensure the sheep will not escape the facility. In the event additional vegetative maintenance is required, landscaping services will be subcontracted.

Decatur Northwest 1, LLC

Decatur Northwest 1 Commercial Solar Energy Facility, Decatur, IL

City of Decatur, IL Zoning Ordinance

City of Decatur, IL Zoning Ordinance Sec. XVII. M-1 Intense Commercial – Light Industrial District

The Applicant seeks to have the Project area rezoned from R-1, a residential district, to M-1, a commercial and industrial district as a permitted use pursuant to Sec XVII, A, 40. The Project is designed in a manner that conforms to the conditions of the zoning ordinances outlined by the City of Decatur, IL Zoning Ordinance Sec. XVII, C, and D. These requirements include:

C. Height and Area Regulations.

1. Minimum Lot Area (square feet): 6,500
2. Minimum Lot Width (feet): no requirement
3. Minimum Front Yard (feet): 25
4. Minimum Rear Yard (feet):
 - a. Adjacent to property in a residential district: 25
 - b. All others: no requirement
5. Minimum Side Yards (feet):
 - a. Adjacent to property in a residential district: 5
 - b. All others: no requirement
6. Building Height (see Section XXII for exceptions to height regulations):
 - a. No. of stories: 10
 - b. Maximum height (feet): 125

The Project is being designed to be compliant with the Height and Area Regulations including those related to lot size, lot width, front rear and side yard offsets, and height of construction on the Project site.

D. Performance Standards. All land uses within the light industrial district shall be expected to function within the following requirements:

1. *Noise* – no person shall Operate or cause to be operated any source of sound in such a manner as to create a sound level which is discernible from the property line of the noise-intensive use. Emergency vehicles, sirens, communications, as well as aircraft operations, construction and worship bells chimes, are exempt from these requirements.

The facility owner or operator shall comply with the requirements of the Illinois Pollution Control Board and any other applicable codes and ordinances regulating sound generation provided that they are not more restrictive than the sound limitations established by the Illinois Pollution Control Board. Commercial Solar Energy Facilities typically do not produce noise in excess of the ambient sound level and based on a completed noise modeling study using typical equipment predicted noise levels generated by Project sources will be well below the most limiting Illinois Pollution Control Board sound emission standards at sensitive residential receptors and the Macon County noise ordinance levels.

2. *Odor* - No odor from the following sources shall be detectable at the property line:
 - a. dead or decaying matter,
 - b. Storage of waste, garbage or untreated sewage;
 - c. Animal offal and similar byproducts.

Decatur Northwest 1, LLC

Decatur Northwest 1 Commercial Solar Energy Facility, Decatur, IL

No noxious or persistent odor sources are expected to occur at the Project site during normal operation. Odors associated with construction will be minimal and temporary, and may include exhaust from heavy equipment, nuisance dust from gravel used to build access roads, and portable restrooms for the use of the construction crew during the construction phase. Refuse associated with the construction phase will be removed promptly and disposed of in accordance with all applicable local, state, and federal regulations. No impacts to surrounding properties or the community are expected from odors produced by normal construction activities.

3. *Glare, dust, and vibrations* – All emissions of glare, dust and/or vibration shall be contained within the property line. Vibration or glare shall not be discernible from the street or sidewalk adjoining the property.

The Project is being designed to limit glare from the solar panel arrays such that it does not become a nuisance to any adjacent property, sidewalk or street. The Applicants intend to use industry best management practices with regard to glare which includes the use of anti-reflective coating on the solar panel glass and establishing a vegetative screening of trees around the project. Dust may occur during construction, and appropriate dust control measures will be implemented to prevent dust from leaving the site, such as the use of a water truck to keep gravel roads damp. No dust production is expected to occur during the normal operation of the Project.

4. *Outdoor storage; screening* – Any Outdoor storage of equipment or materials, other than vehicles for sale, must be enclosed by a six-foot high fence, six-foot high hedge or similar landscape materials, or an appropriate combination thereof. However if the property is located within 300 feet of any property that is zoned R-1, R-2, R-3, R-5, R-6, PMR-1, O-1, B-1, B-2, B-3 and PD or any non-industrial use in the city limits or neighboring jurisdiction it must be screened by a six-foot high site break fence, six-foot high hedge or similar landscape materials, or an appropriate combination thereof. Measurements shall be made from the nearest point on the property/lot lines of each property.

Following completion of construction, no long-term outdoor storage of equipment or materials is expected at the Project site. A 7-foot tall security fence will be constructed to fully enclose both arrays on each parcel, with manual swing security gates located at the entrances. A combination of fencing, vegetative screening, and/or site break fence will be used to screen the project from neighboring properties as necessary.

PROPRIETARY INFORMATION: THIS DRAWING IS THE PROPERTY OF WSP USA ENVIRONMENT & INFRASTRUCTURE AND IS NOT TO BE LOANED OR REPRODUCED IN ANY WAY WITHOUT THE PERMISSION OF WSP USA ENVIRONMENT & INFRASTRUCTURE

TOTALENERGIES RENEWABLES, USA

3.300 MW AC SOLAR PV DEVELOPMENT

DECATUR NW 1

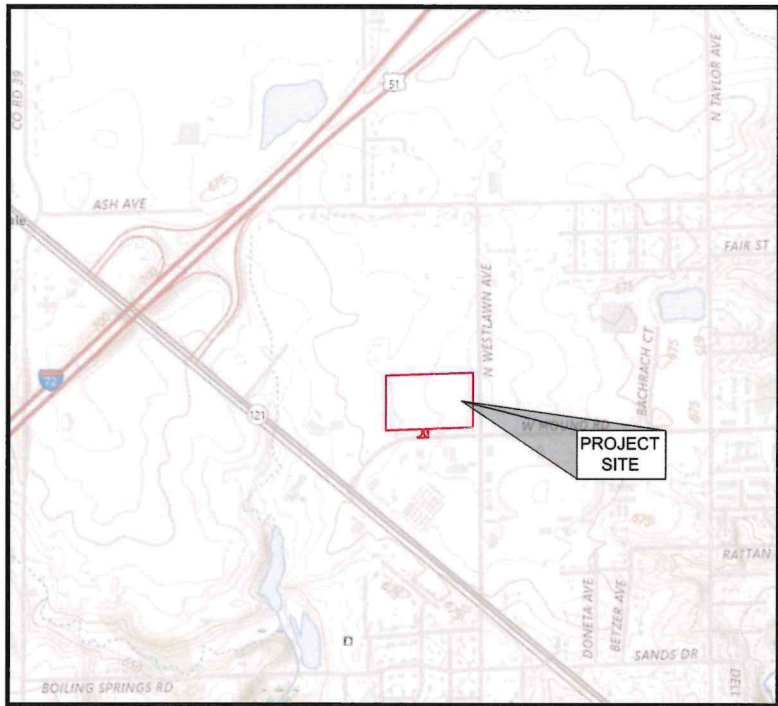
PARCEL 07-07-29-476-006

DECATUR, ILLINOIS

SEPTEMBER XX, 2025

ISSUED FOR PERMITTING

DRAFT



LOCUS MAP
1" = 1000'



AERIAL IMAGE
1" = 800'

DRAWING INDEX

SHEET NUMBER	DRAWING TITLE	DRAWING NUMBER
	COVER SHEET	
1	CONSTRUCTION, EROSION AND SEDIMENTATION CONTROL NOTES	G-001
2	EXISTING CONDITIONS PLAN	V-101
3	PROPOSED SITE PLAN	C-101

PROPERTY OWNER

LOEPKER DANIEL B TRUST
8410 SLANT RD, BARTELSON, IL 62218-1720

DEVELOPED BY

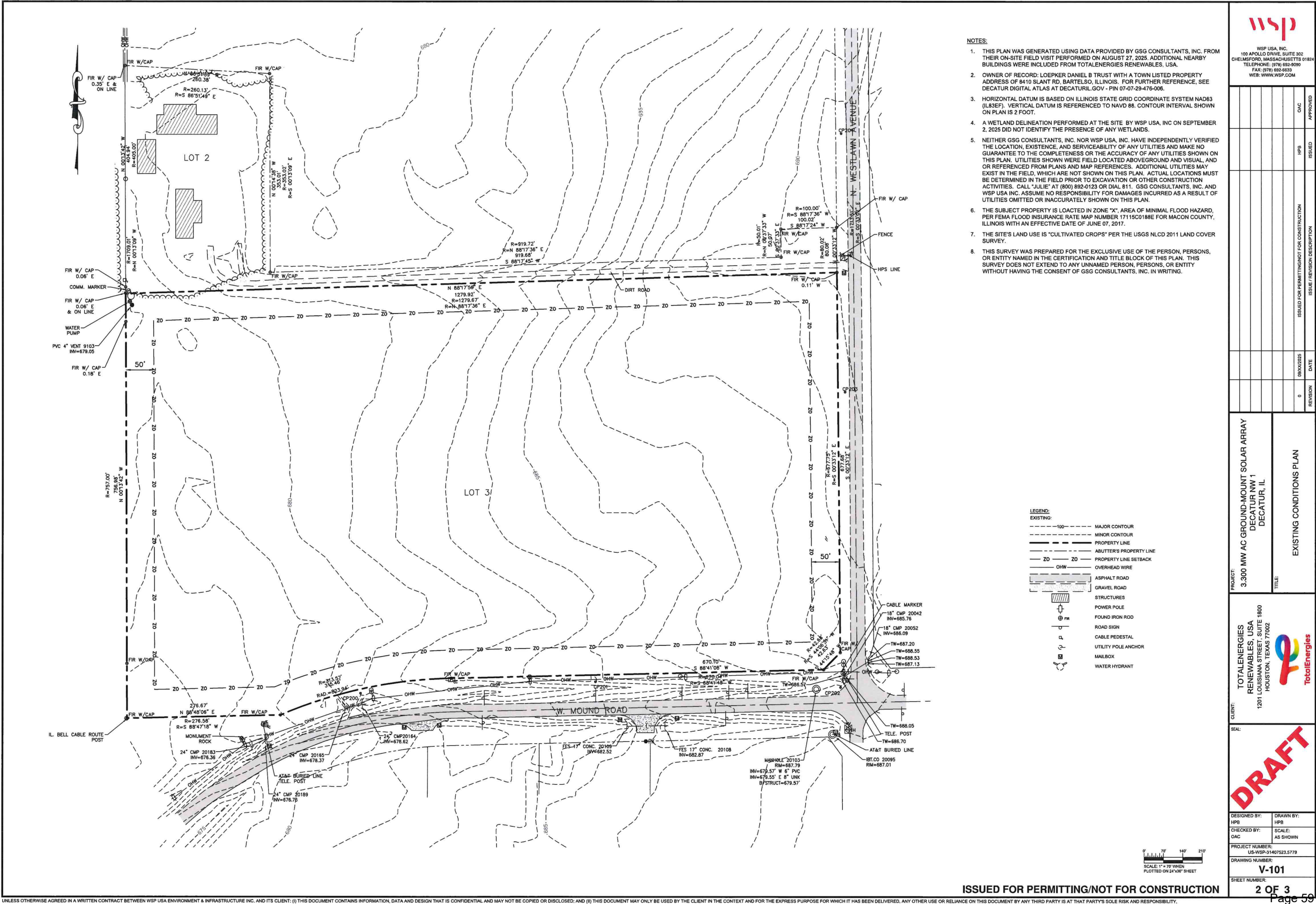


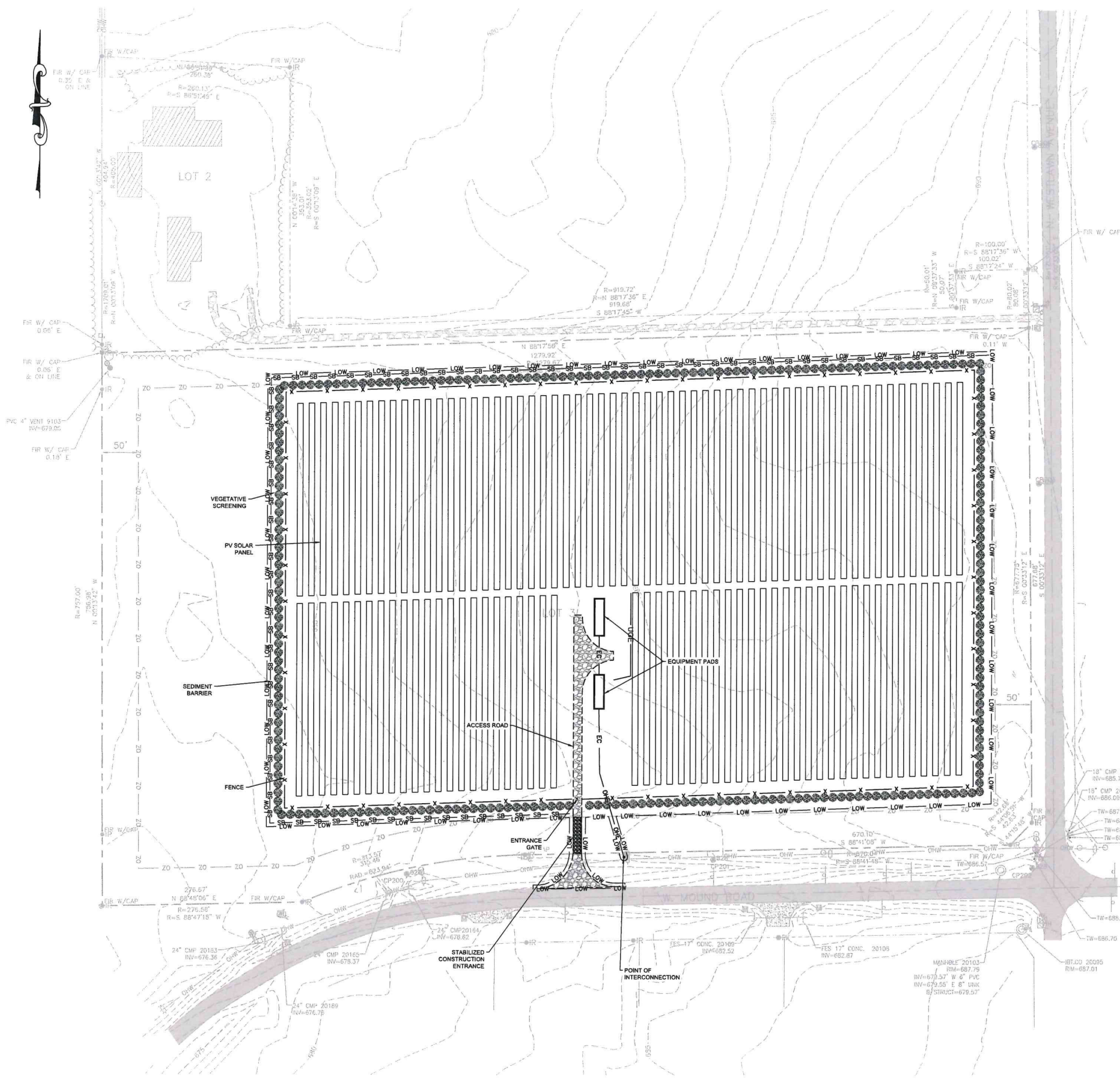
TOTALENERGIES RENEWABLES, USA
1201 LOUISIANA STREET, SUITE 1800
HOUSTON, TX 77002

PREPARED BY



WSP USA INC.
100 APOLLO DRIVE, SUITE 302
CHELSEMFORD, MA 01824





- NOTES:**
- ELECTRICAL DESIGN, INCLUDING UTILITY POLES, PERFORMED BY OTHERS. ELECTRICAL EQUIPMENT AND COMPONENTS SHOWN TO ILLUSTRATE LOCATIONS ONLY. REFER TO ELECTRICAL DRAWINGS FOR DETAILED ELECTRICAL SYSTEM.
 - UPON COMPLETION OF SITE CONSTRUCTION ALL AREAS PREVIOUSLY DISTURBED SHALL BE SEEDED AND CLOSELY MONITORED BY THE CONTRACTOR UNTIL SUCH TIME AS A SATISFACTORY GROWTH OF VEGETATION IS ESTABLISHED. SATISFACTORY GROWTH SHALL MEAN A MINIMUM OF 70% OF THE AREA IS VEGETATED WITH VIGOROUS GROWTH.

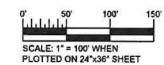
LEGEND:

EXISTING:

- MAJOR CONTOUR
- MINOR CONTOUR
- PROPERTY LINE
- ADJUTER'S PROPERTY LINE
- PROPERTY LINE SETBACK
- OVERHEAD WIRE
- ASPHALT ROAD
- GRAVEL ROAD
- STRUCTURES
- POWER POLE
- FOUND IRON ROD
- ROAD SIGN
- CABLE PEDESTAL
- UTILITY POLE ANCHOR
- MAILBOX
- WATER HYDRANT

PROPOSED:

- MAJOR CONTOUR
- MINOR CONTOUR
- FENCE
- OVERHEAD ELECTRIC
- ELECTRICAL CONDUIT
- SEDIMENT BARRIER
- LIMIT OF WORK
- GRAVEL ACCESS ROAD
- PV SOLAR ARRAY
- VEGETATIVE SCREENING



ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION

WSP USA, INC.
100 APOLLO DRIVE, SUITE 302
CHELMSFORD, MASSACHUSETTS 01824
TELEPHONE: (978) 692-9090
FAX: (978) 692-6833
WEB: WWW.WSP.COM

REVISION	DATE	ISSUE / REVISION DESCRIPTION	HPB	OAC	APPROVED
0	09/20/2025	ISSUED FOR PERMITTING/NOT FOR CONSTRUCTION			

PROJECT: 3.300 MW AC GROUND-MOUNT SOLAR ARRAY
DECATUR NW 1
DECATUR, IL

TITLE: PROPOSED CONDITIONS PLAN

CLIENT: TOTALENERGIES
RENEWABLES, USA
1201 LOUISIANA STREET, SUITE 1800
HOUSTON, TEXAS 77002

DESIGNED BY: HPB
CHECKED BY: OAC

DRAWN BY: HPB
SCALE: AS SHOWN

PROJECT NUMBER: US-WSP-31407523.5778
DRAWING NUMBER: C-101
SHEET NUMBER: 3 OF 3



10/30/2025, 1:29:04 PM

Road Classifications

- Interstate
- Interstate Ramp
- Freeways and Expressways

- Arterials
- Collectors
- Residential

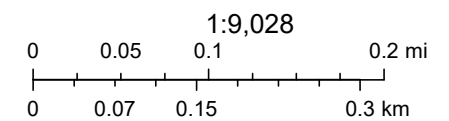
Roads (small scale)

- Interstate Highway
- State Route or U.S. Highway
- Arterial

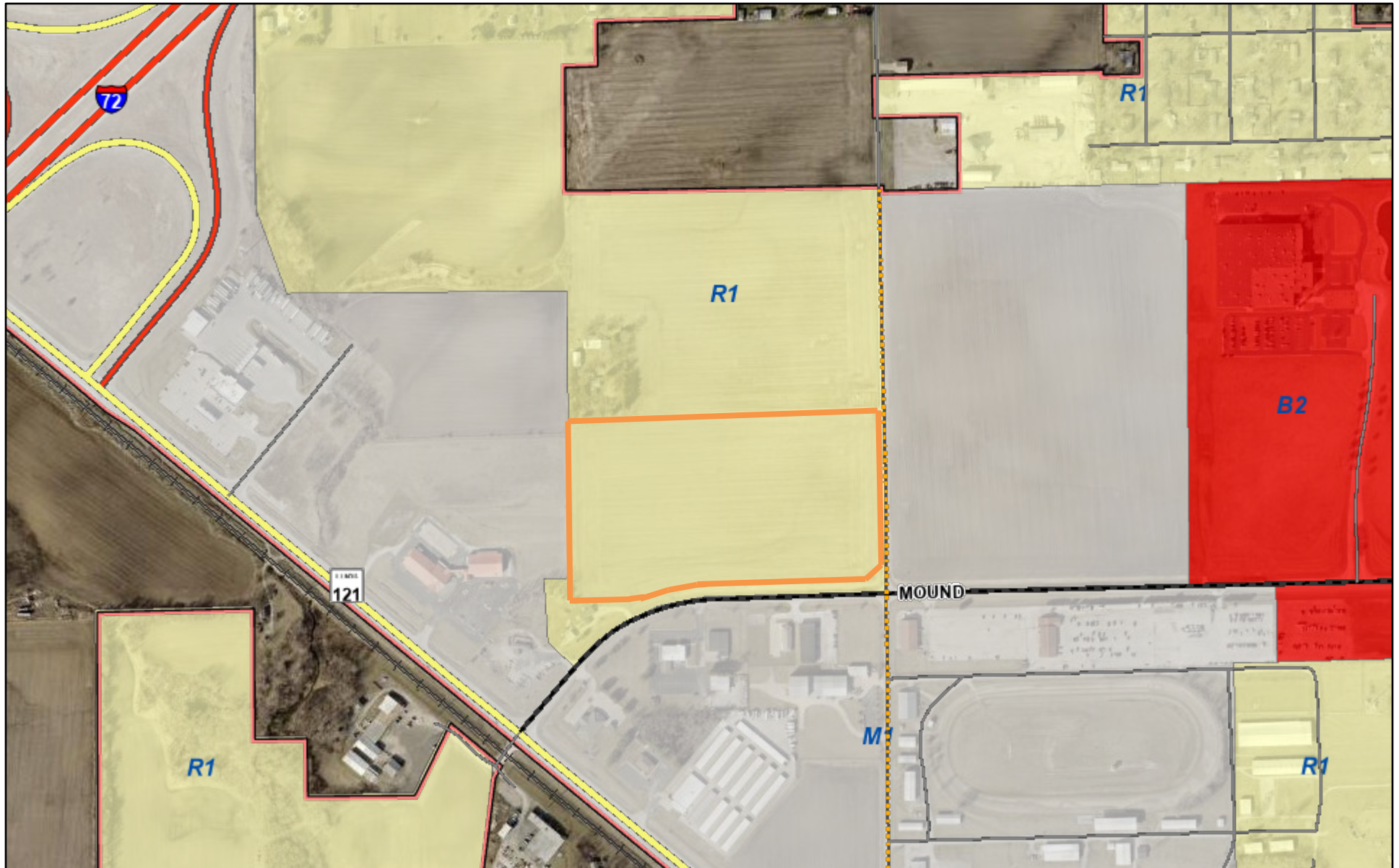
- Residential
- <all other values>
- Railroad Tracks

Override 1

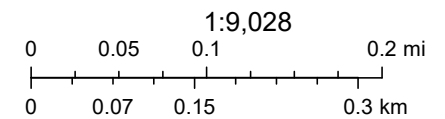
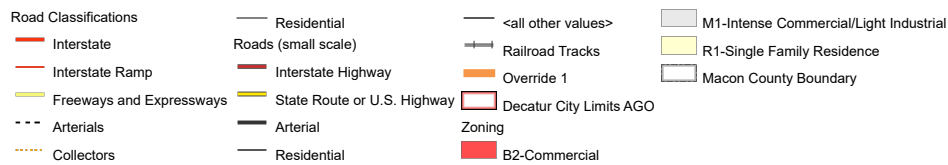
- Decatur City Limits AGO
- Macon County Boundary



25-14 zoning



10/30/2025, 1:29:39 PM



City of Decatur, IL

City of Decatur, IL

Excerpts from Plan Commission Meeting of November 6, 2025:

Case No. 25-14 Petition of DECATUR NORTHWEST 1, LLC to rezone the property located NORTHWEST OF THE INTERSECTION OF WEST MOUND ROAD AND NORTH WESTLAWN AVENUE from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District. Permanent I.D. No. 07-07-29-476-006

It was moved and seconded (Jim Schwarz/Matt Naber) to forward Case No. 25-14 to the City Council with a recommendation of approval as set forth in the staff report.

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

Maroua Jabouri, Petitioner, and Seth Uphoff, Attorney for Petitioner, were sworn in by Amy Goodman. Maroua Jabouri made a presentation of the project, with Seth Uphoff available for questions and concerns from the Plan Commission. Questions and discussion with staff and Petitioner.

Joshua Dubbelde, concerned neighbor was sworn in by Amy Goodman to speak in opposition of the project saying there is a need for affordable housing at this time, not in 35 years after decommissioning and he feels the property is better suited for housing.

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

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM

January 5, 2026

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Melissa Hon, Interim City Manager
Lacie Elzy, Director of Economic & Community Development
Miranda Lambert, Asst. Director of Economic & Community Development

SUBJECT: Resolution Authorizing Execution of a Development Agreement with Decatur Northwest 2 LLC for a Commercial Solar Energy Facility.

SUMMARY RECOMMENDATION: Staff recommend approval of a resolution authorizing execution of a Development Agreement between the City of Decatur and Decatur Northwest 2 LLC for a proposed commercial solar energy facility.

BACKGROUND: Decatur Northwest proposes to develop a commercial-scale solar energy facility on property located northwest of the intersection of West Mound Road and North Westlawn Avenue. The City and the Developer have negotiated a Development Agreement that establishes development standards, operational requirements, decommissioning obligations, and financial assurance provisions associated with the proposed project.

The Development Agreement is intended to ensure that the solar facility will be developed and operated in a manner that protects the long-term interests of the City through the following:

- The Developer is required to execute an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture and remediate all impacted farmland in accordance with that agreement.
- The Developer must submit an Operations and Maintenance Report every five years, documenting facility condition, repairs, complaints, service calls, and insurance coverage.
- A professionally prepared Decommissioning Plan is required, detailing removal of all solar facilities and site restoration at the end of the facility's useful life or upon abandonment.
- The Developer must provide financial assurance (bond or similar security) covering 100% of the estimated decommissioning costs, with the City named as beneficiary.
- Failure to comply with the Development Agreement, rezoning ordinance, or applicable laws constitutes a default, subject to a cure period, and may result in repeal of Ordinance 2026-01 and other legal remedies.

The Plan Commission held a duly noticed public hearing on November 6, 2025, and voted 8-1 to recommend approval of the rezoning petition. For further details, please refer to the attached Plan Commission staff report.

POTENTIAL OBJECTION: There was one objector present at the Plan Commission meeting. The petitioner indicated that they knocked on doors in the neighborhood and sent out post cards without any objections noted to them. City Staff did not receive any calls or emails from individuals objecting to the petitions.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Lacie Elzy (lelzy@decaturil.gov), Miranda Lambert (mlambert@decaturil.gov), or Kylie Reynolds (kreynolds@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
DEVELOPMENT AGREEMENT FOR A COMMERCIAL SOLAR
ENERGY FACILITY WITH DECATUR NORTHWEST 2, LLC**

WHEREAS, Decatur Northwest 2, LLC (“Developer”) has an equitable and/or legal interest in real property located in the City of Decatur, Illinois, identified as PIN 07-07-29-476-004; and,

WHEREAS, the Developer proposes to construct, operate, and maintain a commercial-scale solar energy facility on the subject property; and,

WHEREAS, the Plan Commission held a duly noticed public hearing on November 6, 2025, and the City Council finds that a Development Agreement is necessary to ensure appropriate development standards, decommissioning requirements, and financial assurances; and,

WHEREAS, the City Council finds that approval of the Development Agreement between the parties, attached hereto and marked Exhibit A, is in the best interest of the City of Decatur.

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

Section 1. That the City Council hereby approves the Development Agreement between the City of Decatur, Illinois and Decatur Northwest 2, LLC, substantially in the form presented and as required by Ordinance No. 2026-01.

Section 2. That the Mayor and City Clerk, or their designees, be, and are hereby, authorized and directed to execute the Development Agreement and any related documents necessary to carry out the intent of this Resolution.

PRESENTED and ADOPTED this 5th day of January 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

DEVELOPMENT AGREEMENT
(Decatur, IL – Solar Facility)

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is entered into as of the Effective Date (being the last date of execution by the parties), by and between DECATUR NORTHWEST 2, LLC, an Illinois limited liability company (“Developer”), and the CITY OF DECATUR, ILLINOIS, a municipal corporation (the “City”).

RECITALS

A. WHEREAS, Developer represents that it has an equitable and/or legal interest in the parcel of real property legally described as follows (the “Property”):

Lot One (1) of “Eads Family Trust Addition” subdivision, described as follows:

THE SOUTH ONE-HALF (1/2) OF THE NORTH 56.62 ACRES OF THE EAST ONE-HALF (1/2) OF THE SE QUARTER (1/4) OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, CONTAINING APPROXIMATELY 28.31 ACRES, MORE OR LESS. AND BEGINNING AT THE SOUTHEAST CORNER OF SECTION TWENTY-NINE (29), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, AND RUNNING IN A NORTHERLY DIRECTION 774.2 FEET, THENCE WEST 1310.1 FEET, THENCE SOUTH 772.3 FEET, THENCE EAST 1314 FEET TO THE PLACE OF BEGINNING.

B. WHEREAS, Developer seeks to construct, operate, and maintain a commercial-scale solar energy facility (“Solar Facility”) on the Property; and

C. WHEREAS, the requested rezoning from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District raises concerns regarding long-term land use impacts and the potential permanence of non-residential infrastructure; and

D. WHEREAS, to mitigate such risk, the City is requiring the Developer to execute a Development Plan; and

E. WHEREAS, the Plan Commission of the City, being a commission duly designated by the Corporate Authorities for such purpose has, on November 6, 2025, held a public hearing on the proposed ordinance with the requirements described herein; and

F. WHEREAS, in conjunction with the development of the Property, the Developer has agreed that it will provide a Decommission Plan with the City of Decatur as described in Section 2 Decommission Plan; and

G. WHEREAS, the parties desire to enter into this Agreement to evidence the terms, conditions, and mutual covenants herein;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and conditions below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SOLAR DEVELOPMENT PLANS.

1.1 Decatur Northwest 2 Commercial Solar Energy Facility (PIN:07-07-29-476-004). Developer intends to construct a 3.75-MW Solar Energy Facility to encompass approximately 15.14 acres of a 24.64-acre parcel as shown in the Draft Site Plan. Construction shall not begin until a final site plan has been provided to and approved by the City showing compliance with all applicable state, federal and local laws and regulations.

1.2 City Permits. Developer shall apply for all applicable City building permits and shall not commence construction until the applicable building permits are issued by the City's Building Inspection Division.

1.3 State Permits. Developer shall apply for all applicable State permits and shall not commence construction until the applicable building permits are approved and provided to the City.

1.4 Agricultural Impact Mitigation Agreement. Developer shall submit to the City an Agricultural Impact Mitigation Agreement (AIMA) executed between the Developer and the Illinois Department of Agriculture. All impacted agricultural land, whether impacted during construction, operation, or decommissioning activities, must, at a minimum, be remediated by the Developer pursuant to the terms of the AIMA.

1.5 Maintenance and Reporting. Developer shall submit an Operation and Maintenance Report every five (5) years, including repairs, complaints, service calls, and insurance status.

1.6 Re-Certification Requirements. Modifications that alter mechanical load or major electrical components require re-certification, except like-kind replacements. Like-kind replacements and modifications that are made in the ordinary course of operations, including expected repairs and warranty items, shall not require re-certification.

2. DECOMMISSION PLAN AND FINANCIAL ASSURANCE.

2.1. Decommission. The Developer shall at its expense complete deconstruction of the Solar Facility within twelve (12) months after the end of the useful life of the Solar Facility.

(1) Provisions triggering the decommissioning of any portion of the Solar Facility shall include the following and shall be a default:

(i) the Developer dissolves or abandons the Solar Facility;

(ii) if any part of the Solar Facility falls into material disrepair rendering the Solar Facility commercially non-operational for a period of at least six (6) consecutive months;

(iii) or upon a documented violation of applicable nuisance, weed control, or health and safety ordinances as confirmed by court order of the City.

(2) If deconstruction has not been completed within 12 months after the Solar Facility reaches the end of its useful life, it will be deemed abandoned.

(3) The Solar Facility shall be presumed to have reached the end of its useful life if the Solar Facility fails, for a period of six (6) consecutive months, fails to pay the Landowner amounts owed in accordance with an underlying agreement.

(4) Deconstruction of the Solar Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Solar Facility and located on the property:

- i. Solar panel, cells, modules;
- ii. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
- iii. Solar panel foundations, if used (to depth of 5 feet);
- iv. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, underground cables at a depth of 5 feet or greater may be left in place;
- v. Overhead collection system components;
- vi. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the property owner;
- vii. Access Road(s) unless the property owner requests in writing that the access road is to remain;
- viii. Operation/maintenance yard/staging area unless otherwise agreed to by the property owner; and
- ix. Debris and litter generated by Deconstruction and Deconstruction crews.

(5) Upon abandonment, the City shall have access to the Property for the purpose of affecting or completing decommissioning, provided that the City gives the Developer at least ten (10) business days' prior written notice specifying the intended activities, except in cases of emergency affecting public health or safety.

(6) Upon abandonment, the City may access and utilize the Decommission Financial Assurance upon written notice to the Developer if the Developer fails to commence decommissioning of the Solar Facility in accordance with the approved Decommission Plan, within ten (10) business days after receiving written notice from the City.

(7) The City and its authorized representatives shall have the right to enter the Solar Facility, upon reasonable advance written notice to the Developer, for the purpose of inspecting decommissioning activities.

(8) If the City undertakes decommissioning pursuant to this Agreement, the City shall have the right to transfer removed Solar Facility materials to salvage firms in accordance with applicable law and the terms of the Decommission Plan.

2.2 Decommission Plan. Developer shall provide a Decommission Plan prepared by a professional engineer at the Developer's Expense, that includes:

(1) the estimated deconstruction cost, in current dollars at the time of filing, for the Property, considering among other things:

- i. the number of solar panels, racking, and related facilities involved;
- ii. the original Construction costs of the Solar Facility;
- iii. the size and capacity, in megawatts of the Solar Facility;
- iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs);
- v. the construction method and techniques for the Solar Facility and for other similar facilities; and

(2) a comprehensive detailed description of how the Developer plans to pay for the deconstruction of the Solar Facility.

2.3 Financial Assurance. Developer shall provide a reclamation or surety bond or other commercially available financial assurance that is acceptable to the City, with the City as beneficiary, to cover 100% of the estimated costs of Decommission of the Facility as determined in the Decommission Plan.

- (1) The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction if the City agrees that all interests in the salvage value are subordinate or have been subordinated to that of the City if abandonment occurs.
- (2) The City may, but is not required to, reevaluate the estimated costs of Deconstruction of the Facility after the tenth anniversary of operation, and every five years thereafter. Based on any reevaluation, the City may require changes in the necessary Financial Assurance due from the Developer. If the City is unable to its satisfaction to perform the investigations necessary to approve the Deconstruction Plan filed by the Developer, then the City and Developer may mutually agree on the selection of a Professional Engineer independent of the Developer to conduct any necessary investigations. The Developer shall be responsible for the costs of any such investigations.
- (3) Upon abandonment, the City may take all appropriate actions, as identified in this Agreement, for Deconstruction including drawing upon the Financial Assurance.

3. DEFAULT AND REMEDIES.

3.1. Default. The Developer's failure to materially comply with any of the provisions of this Development Agreement, the Ordinance rezoning this Property, and/or failure to comply with any law or regulation shall be a default and shall be grounds to repeal the Ordinance rezoning this Property and/or legal action for specific performance, injunctive or declaratory relief, damages, and/or any other remedy provided by law or in equity, if not cured. The Developer shall cure the default or have the curative process in terms of decommission started within thirty (30) days of notice of the violation having been served upon the Developer. Failure to cure any default will repeal Ordinance 2026-01.

4. NOTICE. All notices hereunder shall be in writing and given by personal delivery or sent by (i) certified mail return receipt requested, postage prepaid, or (ii) nationally recognized overnight courier service. Notice will be deemed received on the earlier of (a) actual receipt, (b) three (3) business days after deposit in the U.S. Mail, or (c) the first business day after deposit with an overnight courier.

To Developer:
Decatur Northwest 1, LLC
Attn: Maroua Jabouri
1201 Louisiana Street, Suite 1800
Houston, TX 77022

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

5. INDEMNITY. To the fullest extent allowed by applicable law, each party ("Indemnifying Party") hereby agrees to indemnify, defend and hold the other party, its affiliates and their respective managers, members, officers, directors, employees and agents ("Indemnified Parties") harmless from and against any and all third-party claims, losses, costs, damages, liabilities, or expenses (including reasonable attorneys' fees) ("Claims") arising from or in relation to the gross negligence or willful misconduct of the Indemnifying Party (or any person acting at its direction or on its behalf), except to the extent such Claims are a result of the action, inaction, gross negligence or willful misconduct of any of the Indemnified Parties. The obligations of this Section 4 shall survive expiration, termination or completion of this Agreement.

6. MISCELLANEOUS. This Agreement embodies the entire understanding of the parties. No modification shall be effective unless in writing and signed. Nothing in this Agreement is intended to preempt other applicable state and federal laws and regulations. This Agreement shall be governed by the laws of Illinois. The Circuit Court of Macon County, Illinois, shall be the sole venue for disputes. Execution may be by electronic or counterpart signature. The terms of this Section 6 shall survive expiration or termination.

7. ASSIGNMENT. Developer may assign this Agreement, in whole or in part, to any party without the prior consent of the City, provided that the assignee expressly assumes all obligations under this Agreement (including maintaining or replacing the required Financial Assurance), and Developer provides prompt written notice of such assignment to the City.

8. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED. Nothing herein shall be construed as creating a partnership, agency, or joint venture between the parties.

9. ADDITIONAL REQUIREMENTS. Both the City and Developer shall execute and deliver such additional documents as may reasonably be required to carry out the intent of this Agreement.

EXECUTED BY THE PARTIES to be effective as of the Effective Date.

DEVELOPER:

DECATUR NORTHWEST 2, LLC

By:  _____
Name: Eric Potts
Title: President
Date: 1/2/26

CITY:

THE CITY OF DECATUR, ILLINOIS

a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM

January 5, 2026

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Melissa Hon, Interim City Manager
Lacie Elzy, Director of Economic & Community Development
Miranda Lambert, Asst. Director of Economic & Community Development

SUBJECT: Resolution Authorizing Execution of a Development Agreement with Decatur Northwest 1 LLC for a Commercial Solar Energy Facility.

SUMMARY RECOMMENDATION: Staff recommends approval of a resolution authorizing execution of a Development Agreement between the City of Decatur and Decatur Northwest 1 LLC for a proposed commercial solar energy facility.

BACKGROUND: Decatur Northwest proposes to develop a commercial-scale solar energy facility on property located northwest of the intersection of West Mound Road and North Westlawn Avenue. The City and the Developer have negotiated a Development Agreement that establishes development standards, operational requirements, decommissioning obligations, and financial assurance provisions associated with the proposed project.

The Development Agreement is intended to ensure that the solar facility will be developed and operated in a manner that protects the long-term interests of the City through the following:

- The Developer is required to execute an Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture and remediate all impacted farmland in accordance with that agreement.
- The Developer must submit an Operations and Maintenance Report every five years, documenting facility condition, repairs, complaints, service calls, and insurance coverage.
- A professionally prepared Decommissioning Plan is required, detailing removal of all solar facilities and site restoration at the end of the facility's useful life or upon abandonment.
- The Developer must provide financial assurance (bond or similar security) covering 100% of the estimated decommissioning costs, with the City named as beneficiary.
- Failure to comply with the Development Agreement, rezoning ordinance, or applicable laws constitutes a default, subject to a cure period, and may result in repeal of Ordinance 2026-01 and other legal remedies.

The Plan Commission held a duly noticed public hearing on November 6, 2025, and voted 8-1 to recommend approval of the rezoning petition. For further details, please refer to the attached Plan Commission staff report.

POTENTIAL OBJECTION: There was one objector present at the Plan Commission meeting. The petitioner indicated that they knocked on doors in the neighborhood and sent out post cards without any objections noted to them. City Staff did not receive any calls or emails from individuals objecting to the petitions.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Lacie Elzy (lelzy@decaturil.gov), Miranda Lambert (mlambert@decaturil.gov), or Kylie Reynolds (kreynolds@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT
AGREEMENT FOR A COMMERCIAL SOLAR ENERGY FACILITY WITH
DECATUR NORTHWEST 1, LLC**

WHEREAS, Decatur Northwest 1, LLC (“Developer”) has an equitable and/or legal interest in real property located in the City of Decatur, Illinois, identified as PIN 07-07-29-476-006; and,

WHEREAS, the Developer proposes to construct, operate, and maintain a commercial-scale solar energy facility on the subject property; and,

WHEREAS, the Plan Commission held a duly noticed public hearing on November 6, 2025, and the City Council finds that a Development Agreement is necessary to ensure appropriate development standards, decommissioning requirements, and financial assurances; and,

WHEREAS, the City Council finds that approval of the Development Agreement between the parties, attached hereto and marked Exhibit A, is in the best interest of the City of Decatur.

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

Section 1. That the City Council hereby approves the Development Agreement between the City of Decatur, Illinois and Decatur Northwest 1, LLC, substantially in the form presented and as required by Ordinance No. 2026-02.

Section 2. That the Mayor and City Clerk, or their designees, be, and are hereby, authorized and directed to execute the Development Agreement and any related documents necessary to carry out the intent of this Resolution.

PRESENTED and ADOPTED this 5th day of January 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

DEVELOPMENT AGREEMENT (Decatur, IL – Solar Facility)

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is entered into as of the Effective Date (being the last date of execution by the parties), by and between DECATUR NORTHWEST 1, LLC, an Illinois limited liability company (“Developer”), and the CITY OF DECATUR, ILLINOIS, a municipal corporation (the “City”).

RECITALS

A. WHEREAS, Developer represents that it has an equitable and/or legal interest in the parcel of real property legally described as follows (the “Property”):

Lot Three (3) of “Eads Family Trust Addition” subdivision, described as follows:

THE SOUTH ONE-HALF (1/2) OF THE NORTH 56.62 ACRES OF THE EAST ONE-HALF (1/2) OF THE SE QUARTER (1/4) OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 2 EAST OF THE 3RD PRINCIPAL MERIDIAN, CONTAINING APPROXIMATELY 28.31 ACRES, MORE OR LESS. AND BEGINNING AT THE SOUTHEAST CORNER OF SECTION TWENTY-NINE (29), TOWNSHIP SEVENTEEN (17) NORTH, RANGE TWO (2) EAST OF THE THIRD PRINCIPAL MERIDIAN, AND RUNNING IN A NORTHERLY DIRECTION 774.2 FEET, THENCE WEST 1310.1 FEET, THENCE SOUTH 772.3 FEET, THENCE EAST 1314 FEET TO THE PLACE OF BEGINNING.

B. WHEREAS, Developer seeks to construct, operate, and maintain a commercial-scale solar energy facility (“Solar Facility”) on the Property; and

C. WHEREAS, the requested rezoning from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District raises concerns regarding long-term land use impacts and the potential permanence of non-residential infrastructure; and

D. WHEREAS, to mitigate such risk, the City is requiring the Developer to execute a Development Plan; and

E. WHEREAS, the Plan Commission of the City, being a commission duly designated by the Corporate Authorities for such purpose has, on November 6, 2025, held a public hearing on the proposed ordinance with the requirements described herein; and

F. WHEREAS, in conjunction with the development of the Property, the Developer has agreed that it will provide a Decommission Plan with the City of Decatur as described in Section 2 Decommission Plan; and

G. WHEREAS, the parties desire to enter into this Agreement to evidence the terms, conditions, and mutual covenants herein;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and conditions below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SOLAR DEVELOPMENT PLANS.

1.1 Decatur Northwest 1 Commercial Solar Energy Facility (PIN:07-07-29-476-006). Developer intends to construct a 3.3-MW Solar Energy Facility to encompass approximately 12.45 acres of a 21.18 acre parcel as shown in the Draft Site Plan. Construction shall not begin until a final site plan has been provided to and approved by the City showing compliance with all applicable state, federal and local laws and regulations.

1.2 City Permits. Developer shall apply for all applicable City building permits and shall not commence construction until the applicable building permits are issued by the City's Building Inspection Division.

1.3 State Permits. Developer shall apply for all applicable State permits and shall not commence construction until the applicable building permits are approved and provided to the City.

1.4 Agricultural Impact Mitigation Agreement. Developer shall submit to the City an Agricultural Impact Mitigation Agreement (AIMA) executed between the Developer and the Illinois Department of Agriculture. All impacted agricultural land, whether impacted during construction, operation, or decommissioning activities, must, at a minimum, be remediated by the Developer pursuant to the terms of the AIMA.

1.5 Maintenance and Reporting. Developer shall submit an Operation and Maintenance Report every five (5) years, including repairs, complaints, service calls, and insurance status.

1.6 Re-Certification Requirements. Modifications that alter mechanical load or major electrical components require re-certification, except like-kind replacements. Like-kind replacements and modifications that are made in the ordinary course of operations, including expected repairs and warranty items, shall not require re-certification.

2. DECOMMISSION PLAN AND FINANCIAL ASSURANCE.

2.1. Decommission. The Developer shall at its expense complete deconstruction of the Solar Facility within twelve (12) months after the end of the useful life of the Solar Facility.

(1) Provisions triggering the decommissioning of any portion of the Solar Facility shall include the following and shall be a default:

(i) the Developer dissolves or abandons the Solar Facility;

(ii) if any part of the Solar Facility falls into material disrepair rendering the Solar Facility commercially non-operational for a period of at least six (6) consecutive months;

(iii) or upon a documented violation of applicable nuisance, weed control, or health and safety ordinances as confirmed by court order of the City.

(2) If deconstruction has not been completed within 12 months after the Solar Facility reaches the end of its useful life, it will be deemed abandoned.

(3) The Solar Facility shall be presumed to have reached the end of its useful life if the Solar Facility fails, for a period of six (6) consecutive months, fails to pay the Landowner amounts owed in accordance with an underlying agreement.

(4) Deconstruction of the Solar Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Solar Facility and located on the property:

- i. Solar panel, cells, modules;
- ii. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
- iii. Solar panel foundations, if used (to depth of 5 feet);
- iv. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, underground cables at a depth of 5 feet or greater may be left in place;
- v. Overhead collection system components;
- vi. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the property owner;
- vii. Access Road(s) unless the property owner requests in writing that the access road is to remain;
- viii. Operation/maintenance yard/staging area unless otherwise agreed to by the property owner; and
- ix. Debris and litter generated by Deconstruction and Deconstruction crews.

(5) Upon abandonment, the City shall have access to the Property for the purpose of affecting or completing decommissioning, provided that the City gives the Developer at least ten (10) business days' prior written notice specifying the intended activities, except in cases of emergency affecting public health or safety.

(6) Upon abandonment, the City may access and utilize the Decommission Financial Assurance upon written notice to the Developer if the Developer fails to commence decommissioning of the Solar Facility in accordance with the approved Decommission Plan, within ten (10) business days after receiving written notice from the City.

(7) The City and its authorized representatives shall have the right to enter the Solar Facility, upon reasonable advance written notice to the Developer, for the purpose of inspecting decommissioning activities.

(8) If the City undertakes decommissioning pursuant to this Agreement, the City shall have the right to transfer removed Solar Facility materials to salvage firms in accordance with applicable law and the terms of the Decommission Plan.

2.2 Decommission Plan. Developer shall provide a Decommission Plan prepared by a professional engineer at the Developer's Expense, that includes:

(1) the estimated deconstruction cost, in current dollars at the time of filing, for the Property, considering among other things:

- i. the number of solar panels, racking, and related facilities involved;
- ii. the original Construction costs of the Solar Facility;
- iii. the size and capacity, in megawatts of the Solar Facility;
- iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs);
- v. the construction method and techniques for the Solar Facility and for other similar facilities; and

(2) a comprehensive detailed description of how the Developer plans to pay for the deconstruction of the Solar Facility.

2.3 Financial Assurance. Developer shall provide a reclamation or surety bond or other commercially available financial assurance that is acceptable to the City, with the City as beneficiary, to cover 100% of the estimated costs of Decommission of the Facility as determined in the Decommission Plan.

- (1) The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction if the City agrees that all interests in the salvage value are subordinate or have been subordinated to that of the City if abandonment occurs.
- (2) The City may, but is not required to, reevaluate the estimated costs of Deconstruction of the Facility after the tenth anniversary of operation, and every five years thereafter. Based on any reevaluation, the City may require changes in the necessary Financial Assurance due from the Developer. If the City is unable to its satisfaction to perform the investigations necessary to approve the Deconstruction Plan filed by the Developer, then the City and Developer may mutually agree on the selection of a Professional Engineer independent of the Developer to conduct any necessary investigations. The Developer shall be responsible for the costs of any such investigations.
- (3) Upon abandonment, the City may take all appropriate actions, as identified in this Agreement, for Deconstruction including drawing upon the Financial Assurance.

3. DEFAULT AND REMEDIES.

3.1. Default. The Developer's failure to materially comply with any of the provisions of this Development Agreement, the Ordinance rezoning this Property, and/or failure to comply with any law or regulation shall be a default and shall be grounds to repeal the Ordinance rezoning this Property and/or legal action for specific performance, injunctive or declaratory relief, damages, and/or any other remedy provided by law or in equity, if not cured. The Developer shall cure the default or have the curative process in terms of decommission started within thirty (30) days of notice of the violation having been served upon the Developer. Failure to cure any default will repeal Ordinance 2026-02.

4. NOTICE. All notices hereunder shall be in writing and given by personal delivery or sent by (i) certified mail return receipt requested, postage prepaid, or (ii) nationally recognized overnight courier service. Notice will be deemed received on the earlier of (a) actual receipt, (b) three (3) business days after deposit in the U.S. Mail, or (c) the first business day after deposit with an overnight courier.

To Developer:

Decatur Northwest 1, LLC

Attn: Maroua Jabouri

1201 Louisiana Street, Suite 1800

Houston, TX 77022

To City:

City of Decatur

Attn: City Manager

1 Gary K. Anderson Plaza

Decatur, Illinois 62523

5. INDEMNITY. To the fullest extent allowed by applicable law, each party ("Indemnifying Party") hereby agrees to indemnify, defend and hold the other party, its affiliates and their respective managers, members, officers, directors, employees and agents ("Indemnified Parties") harmless from and against any and all third-party claims, losses, costs, damages, liabilities, or expenses (including reasonable attorneys' fees) ("Claims") arising from or in relation to the gross negligence or willful misconduct of the Indemnifying Party (or any person acting at its direction or on its behalf), except to the extent such Claims are a result of the action, inaction, gross negligence or willful misconduct of any of the Indemnified Parties. The obligations of this Section 4 shall survive expiration, termination or completion of this Agreement.

6. MISCELLANEOUS. This Agreement embodies the entire understanding of the parties. No modification shall be effective unless in writing and signed. Nothing in this Agreement is intended to preempt other applicable state and federal laws and regulations. This Agreement shall be governed by the laws of Illinois. The Circuit Court of Macon County, Illinois, shall be the sole venue for disputes. Execution may be by electronic or counterpart signature. The terms of this Section 6 shall survive expiration or termination.

7. ASSIGNMENT. Developer may assign this Agreement, in whole or in part, to any party without the prior consent of the City, provided that the assignee expressly assumes all obligations under this Agreement (including maintaining or replacing the required Financial Assurance), and Developer provides prompt written notice of such assignment to the City.

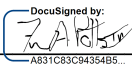
8. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED. Nothing herein shall be construed as creating a partnership, agency, or joint venture between the parties.

9. ADDITIONAL REQUIREMENTS. Both the City and Developer shall execute and deliver such additional documents as may reasonably be required to carry out the intent of this Agreement.

EXECUTED BY THE PARTIES to be effective as of the Effective Date.

DEVELOPER:

DECATUR NORTHWEST 1, LLC

By: _____
Name: Eric Potts
Title: President
Date: 1/2/26

CITY:

THE CITY OF DECATUR, ILLINOIS

a municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
No. 2026-1

January 5, 2026

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Melissa Hon, Interim City Manager
Lacie Elzy, Director of Economic and Community Development
Michael Snearly, Neighborhood Inspections Manager

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

SUMMARY RECOMMENDATION: Approval of this resolution authorizes City staff to initiate court proceedings to pursue demolition of unsafe, abandoned, and blighted structures that have already been formally declared unfit for habitation. This is a required step to move forward with court-ordered demolition. Staff recommends approval.

BACKGROUND: The structures included in this resolution have been inspected, determined to be unsafe, and officially posted as unfit for habitation in accordance with City code. Property owners were provided notice and an opportunity to correct the violations.

This resolution authorizes staff to proceed with the legal process necessary to seek court-ordered demolition of seventeen (17) unsafe and abandoned structures located throughout the City. This is the 2nd step of the demolition process.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Michael Snearly at 217-450-2347 or msnearly@decaturil.gov.

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

1557 W. Center	1610 E. Clay	1564 N. Edward
1060 W. Cerro Gordo	1635 N. College	1730 N. Graceland
1010 N. Church	1612 E. Condit	2790 E. Hickory
1326 N. Church	605 E. Decatur	111 E. North
1729 N. Church	737 E. Division	1726 N. Whitchel Ave
1755 N. Church	538 N. Dunham	

WHEREAS, the Council of the City of Decatur, Illinois, has found and does hereby find that certain structures within the City located on premises at the addresses set forth above, are dangerous and unsafe, or are uncompleted or abandoned; and

WHEREAS, it is in the best interest of the general public health, safety and welfare that said structures be repaired or demolished.

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

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such actions as may be provided by law, including application for order of court, to cause said structures to be put in safe condition or, if not so repaired to be demolished.

PRESENTED and ADOPTED this 5th day of January, 2026.

Julie Moore Wolfe, Mayor

ATTEST: _____
Kim Althoff, City Clerk

Council Memo January 5, 2026

Resolution Authorizing Actions Regarding Unsafe Structures

1557 W. Center: This property was posted as Unfit for Human Habitation in May 2024. This structure lacks utilities, is abandoned, and has several code violations.

1060 W. Cerro Gordo: This property was posted as Unfit for Human Habitation in September 2025. This structure lacks utilities, is abandoned, and has several code violations.

1010 N. Church: This property was posted as Unfit for Human Habitation in October 2025. This structure lacks utilities, is abandoned, and has several code violations.

1326 N. Church: This property was posted as Unfit for Human Habitation in November 2025. This structure lacks utilities, is abandoned, and has several code violations.

1729 N. Church: This property was posted as Unfit for Human Habitation in March 2025. This structure lacks utilities, is abandoned, and has several code violations.

1755 N. Church: This property was posted as Unfit for Human Habitation in November 2025. This structure lacks utilities, is abandoned, and has several code violations.

1610 E. Clay: This property was posted as Unfit for Human Habitation in August 2025. This structure lacks utilities, is abandoned, and has several code violations.

1635 N. College: This property was posted as Unfit for Human Habitation in October 2025. This structure lacks utilities, is abandoned, and has several code violations.

1612 E. Condit: This property was posted as Unfit for Human Habitation in July 2025. This structure lacks utilities, is abandoned, and has several code violations.

605 E. Decatur: This property was posted as Unfit for Human Habitation in January 2025. This structure lacks utilities, is abandoned, and has several code violations.

737 E. Division: This property was posted as Unfit for Human Habitation in September 2025. This structure lacks utilities, is abandoned, and has several code violations.

538 N. Dunham: This property was posted as Unfit for Human Habitation in November 2025. This structure lacks utilities, is abandoned, and has several code violations.

1564 N. Edward: This property was posted as Unfit for Human Habitation in October 2024. This structure lacks utilities, is abandoned, and has several code violations.

1730 N. Graceland: This property was posted as Unfit for Human Habitation in August 2025. This structure lacks utilities, is abandoned, and has several code violations.

2790 E. Hickory: This property was posted as Unfit for Human Habitation in August 2025. This structure lacks utilities, is abandoned, and has several code violations.

111 E. North: This property was posted as Unfit for Human Habitation in September 2024. This structure lacks utilities, is abandoned, and has several code violations.

1726 N. Whitchel Ave: This property was posted as Unfit for Human Habitation in September 2025. This structure lacks utilities, is abandoned, and has several code violations

**Council Memo
Public Works Department
No. 2026-06**

DATE: 1/5/2026

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 3969 West Division Street

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3969 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. 2026-06 Ordinance Annexing Territory 3969 West Division Street

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3969 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 Lori L. Bowman, requesting that there be annexed to the City territory described as:

LOT 6 EXCEPT THE EAST 113.54 FEET THEREOF THE RESURVEY OF LOTS 8, 9 AND 10 OF WEST SUNNY SIDE HEIGHTS FIRST ADDITION EXCEPT THE EAST 225 FEET OF SAID LOT 8 AS PER PLAT RECORDED IN BOOK 300, PAGE 327 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 04-12-07-253-001

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of January 2026.

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.) _____

LORI L. BOWMAN

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3969 West Division Street, and legally described as follows:

LOT 6 EXCEPT THE EAST 113.54 FEET THEREOF THE RESURVEY OF LOTS 8, 9 AND 10 OF WEST SUNNY SIDE HEIGHTS FIRST ADDITION EXCEPT THE EAST 225 FEET OF SAID LOT 8 AS PER PLAT RECORDED IN BOOK 300, PAGE 327 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 04-12-07-253-001

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Lori L. Bowman LORI L. BOWMAN 3969 W. DIVISION ST. DECATUR, IL 62522

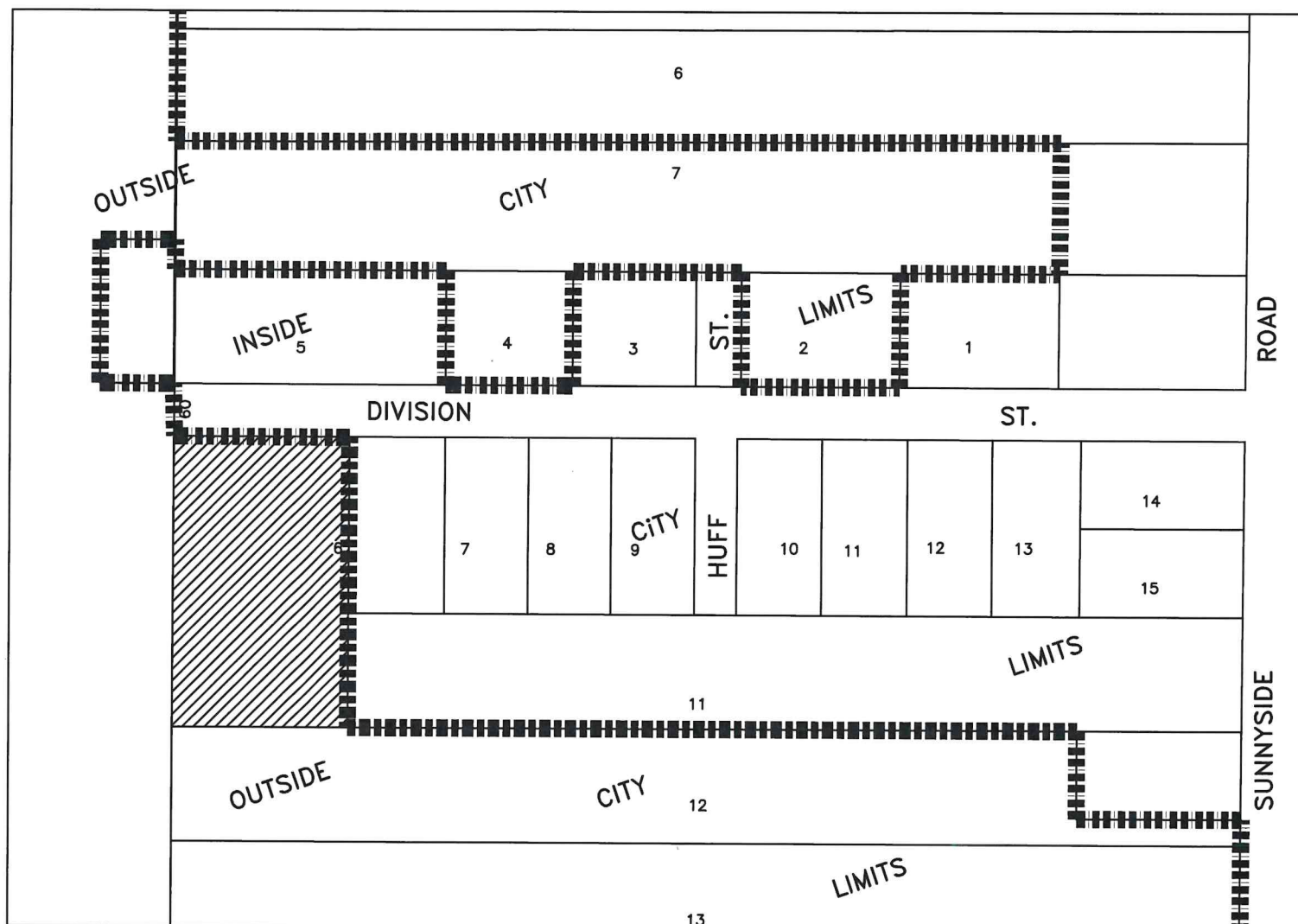
Signed and sworn to before me this 3rd day of December, 20 25

Tara R. Bachstein
Notary Public

(Rev. 12/2014)



Exhibit A



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3969 WEST DIVISION STREET



indicates territory annexed



indicates existing corporate limits

1.65± acres

AREA 0.0015± sq. miles

0± lin. ft. of public road

DECATUR township



N.T.S.



City Engineer - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-06285
LICENSE EXPIRES NOV. 30, 2027

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

**Council Memo
Public Works Department
No. 2026-07**

DATE: 1/5/2026

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 3062 South Wheatland Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3062 South Wheatland Road be approved.

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

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

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

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:

1. 2026-07 Ordinance Annexing Territory 3062 South Wheatland Road

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3062 SOUTH WHEATLAND ROAD**

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

LOT FOURTEEN (14) IN BLOCK TWO (2) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-127-013

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of January 2026.

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.) _____

Jordan Galin

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3062 South Wheatland Road, and legally described as follows:

LOT FOURTEEN (14) IN BLOCK TWO (2) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS,

PIN # 17-12-36-127-013

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

Jordan Galin

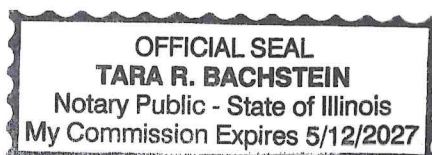
Jordan Galin

3062 S Wheatland Rd Decatur
IL 62521

Signed and sworn to before me this 15th day of December, 2025

Tara R. Bachstein
Notary Public

(Rev. 12/2014)



Page 95 of 133

**Council Memo
Public Works Department
No. 2026-08**

DATE: 1/5/2026

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 3071 South Wheatland Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3071 South Wheatland Road be approved.

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

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

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

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:

1. 2026-08 Ordinance Annexing Territory 3071 South Wheatland Road

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3071 SOUTH WHEATLAND ROAD**

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

LOT NINE (9) IN BLOCK THREE (3) OF LAKELAND HEIGHTS, AS PER PLAT
RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE
OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-126-018

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of January 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

William Neideffer Leah Neideffer

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3071 South Wheatland Road, and legally described as follows:

LOT NINE (9) IN BLOCK THREE (3) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-126-018

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

[Signature]
[Signature]

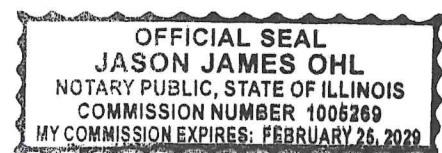
William Neideffer
Leah Neideffer

3071 S. Wheatland Rd.
Decatur IL 62521
IL IL

Signed and sworn to before me this 6 day of December, 20 25

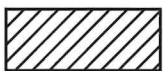
[Signature]
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3071 S. WHEATLAND ROAD



indicates territory annexed



indicates existing corporate limits

0.42± acres

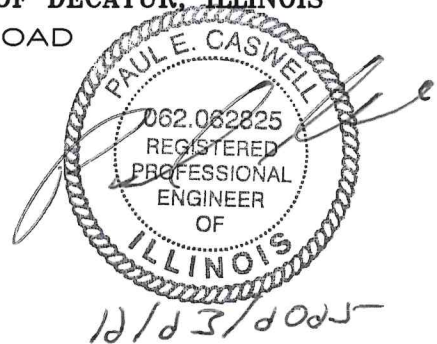
AREA 0.00075± sq. miles

275± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



City Engineer - DECATUR, ILLINOIS
 ILLINOIS PROFESSIONAL ENGINEER #062-06285
 LICENSE EXPIRES NOV. 30, 2027

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

ORDINANCE NO: _____

DATE: _____

Council Memo
Public Works Department
No. 2026-05

DATE: 1/5/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with SAK Construction, LLC, for 2025 Trenchless Long Lining Repairs Project, City Project 2025-28

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached resolution approving a contract in the amount of \$712,955 for the 2025 Trenchless Long Lining Repairs Project, City Project 2025-28, with SAK Construction, LLC as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest. Attachments to the Resolution include all contract documents except for standard “boilerplate” language and project specific drawings and specifications, general conditions, and standard provisions, common to all City Contracts. Anyone wishing to review the full set of contract documents may obtain copies from the City Clerk.

BACKGROUND:

Sanitary Sewer Priorities

Under the direction of the City Council, the Public Works Department has established four priorities to improve the City’s sanitary sewer collection system as defined in the Sanitary Sewer Master Plan.

1. Critical Large Diameter Sewer Rehabilitation.
2. Reducing Sanitary Sewer Overflows Due to Inflow and Infiltration.
3. System Operation and Maintenance
4. Small Diameter Sewer Rehabilitation

The 2025 Trenchless Long Lining Repairs project primarily addresses priority number 4 by repairing deteriorated sanitary sewer pipes. Secondly, the lining work also addresses priorities 2 and 3 by decreasing the amount of groundwater infiltration into the system and reducing the operation and maintenance costs in the system.

2025 Trenchless Long Lining Repairs Project

The purpose of this project is to repair structural deficiencies that have been identified within the sanitary sewer system with a minimum disruption to service and disturbance to the surface. Structural deficiencies include broken and missing pieces of pipe, offset pipe joints and voids. The project locations were identified from the annual televised inspections conducted in the City’s sanitary sewer system.

The trenchless long lining process involves the insertion of a resin-saturated felt tube from manhole to manhole that hardens to provide a smooth repair. The felt tube is inflated using water or air through the sewer. Water or air pressure is increased in the tube which presses it tightly against the walls of the sewer pipe. The water or air is then heated to activate the resin system within the tube, causing the pipe lining to cure and harden to form a

new structural pipe within the old, damaged sewer pipe. When curing is complete, private lateral lines are re-opened using a remote-controlled cutting tool. Long lining is the most cost-effective approach to repair pipes that have many structural deficiencies or significant damage.

The 2025 Trenchless Long Lining Repairs Project will line approximately 9,600 lineal feet of sanitary sewers ranging from 8-in. to 27-in. and 1,050 lineal feet of storm sewers ranging from 12-in. to 36-in. diameter. The work also includes lateral reinstatement, video inspection, sewer cleaning, liner testing, and traffic control.

Project Bid Review

The project plans and specifications were prepared by the Engineering Division staff. The project was advertised on November 26, 2025, and bids were opened on December 17, 2025. The results for the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over (-Under)</u>	<u>Base Bid Price + Alternate A</u>	<u>Compared to Engineer's Est. Over (-Under)</u>
SAK Construction USA, LLC	\$665,180.00	-16.74%	\$712,955.00	-16.32%
Visu-Sewer of Missouri, LLC	\$731,653.75	-8.42%	\$819,533.75	-3.82%
Hoerr Construction, Inc.	\$741,442.00	-7.2%	\$787,854.00	-7.53%
Inliner Solutions, LLC	\$770,040.00	-3.62%	\$851,708.00	-0.04%
National Power Rodding Corp.	\$922,402.25	38.67%	\$1,016,002.25	42.51%
Engineer's Estimate	\$798,930.00	-----	\$852,050.00	-----

SAK Construction, LLC provided the lowest, qualified bid at 16.32% below the Engineer's Estimate. Their bid proposal has been reviewed by staff and has been found to be responsible and responsive. Staff recommends that the City Council approve a contract with SAK to perform the 2025 Trenchless Long Lining Repairs project.

Minority Participation

Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts." Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Subcontracting is not required for a city project. SAK will self-perform an estimated 93% of the contract and subcontract with the local sewer televising and cleaning firm, Tele-Scan Inc., for 7% of the work. SAK provided documentation that a good-faith effort was made to comply with the City's goals.

LEGAL REVIEW: The project plans and specifications were approved by the Legal Department on December 3, 2025.

PRIOR COUNCIL ACTION:

The City Council approved the FY 2025 Budget, which allocated funds for this project. This is a yearly major maintenance project for the city.

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

INPUT FROM OTHER SOURCES:

None

STAFF REFERENCE: Paul Caswell, City Engineer, will be at 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 in the Sanitary Sewer Fund at \$540,300 and the Stormwater Fund at \$172,655.
The recommended bid base plus Alternate-A is \$712,955. The Sanitary Sewer Fund is supported by Sanitary Sewer User Fees and the Stormwater Fund is supported by the Stormwater Utility Fees.

Staff Impact: Staff time has been allocated to provide oversight for this project.

ATTACHMENTS:

1. 2026-05 Resolution Award Long Lining Repairs SAK W Exhibit A
2. 2026-05 Minority Business Enterprise Utilization
3. 2026-05 Location Map
4. 2026-05 Council Signed Bid Tab for 2025-28 12-19-25

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH SAK CONSTRUCTION, LLC, FOR 2025 TRENCHLESS
LONG LINING REPAIRS PROJECT, CITY PROJECT 2025-28**

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

Section 1. That the tabulation of bids received for City Project 2025-28, 2025 Trenchless Long Lining Repairs, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of SAK Construction, LLC, in the amount of \$712,955 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and SAK Construction, LLC, attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$712,995.

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

PRESENTED and ADOPTED this 5th day of January, 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

CONTRACT

THIS CONTRACT, made and entered into this 5th day of January, 2026, by and between the City of Decatur, Illinois, hereinafter called “Owner”, and SAK Construction, LLC, hereinafter called the “Contractor”.

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with “**2025 TRENCHLESS LONG LINING REPAIRS PROJECT, City Project 2025-28**”, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor’s Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **The Completion Date for this project is July 15, 2026. The Contractor shall complete all work subject to the date on or before the specified date.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond (required for contracts greater than \$150,000)
Addenda #1, Dated 12/5/2025

Special Provisions
Project Drawings
Standard Drawings
Special Conditions
General Conditions
Supplemental Specifications
Standard Specifications
Appendices

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

- 1. Contract Change Orders
- 2. Contract
- 3. Addenda
- 4. Special Provisions
- 5. Project Drawings
- 6. Standard Drawings
- 7. Appendices to the Project Manual
- 8. Special Conditions
- 9. General Conditions
- 10. Supplemental Specifications
- 11. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

- 6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST: CITY OF DECATUR, ILLINOIS

CITY CLERK By _____
MAYOR

SAK Construction LLC

SECRETARY (Corporate Seal) By _____
PRESIDENT



CONTRACT PERFORMANCE BOND
(REQUIRED FOR CONTRACTS GREATER THAN \$150,000)

Project: Trenchless Long Lining Repairs Project
Project Number: 2025-28

We, SAK Construction, LLC

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of _____ ,

as PRINCIPAL, _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of
Seven Hundred Twelve Thousand, Nine Hundred Fifty-Five -----

-----and 00/100 Dollars (\$712,955.00), lawful money of
United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our
heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this
instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to them for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the CITY harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

(Company Name) _____ (Company Name)

By: _____ By: _____
(Signature & Title) (Signature & Title)

Attest: _____ Attest: _____
(Signature & Title) (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

SURETY

(Name of Surety) By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS, (SEAL)

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

CITY OF DECATUR

Approved this _____ 5th day of _____, A.D. 2025

Attest:

Kim Althoff, City Clerk City Council
City of Decatur, Illinois

Julie Moore Wolfe, Mayor

RETURN WITH BID

**CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for**

**2025 TRENCHLESS LONG LINING REPAIRS PROJECT
CITY PROJECT 2025-28**

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	SANITARY SEWER LINER, 8 INCH	FOOT	6200	\$ 30.00	\$ 186,000.00
2	SANITARY SEWER LINER, 10 INCH	FOOT	1,705	\$ 37.00	\$ 63,085.00
3	SANITARY SEWER LINER, 12 INCH	FOOT	475	\$ 61.00	\$ 28,975.00
4	SANITARY SEWER LINER, 15 INCH	FOOT	405	\$ 74.00	\$ 29,970.00
5	SANITARY SEWER LINER, 18 INCH	FOOT	300	\$ 107.00	\$ 32,100.00
6	SANITARY SEWER LINER, 21 INCH	FOOT	210	\$ 141.00	\$ 29,610.00
7	SANITARY SEWER LINER, 27 INCH	FOOT	305	\$ 155.00	\$ 47,275.00
8	STORM SEWER LINER, 12 INCH	FOOT	430	\$ 62.00	\$ 26,660.00
9	STORM SEWER LINER, 30 INCH	FOOT	230	\$ 214.00	\$ 49,220.00
10	STORM SEWER LINER, 36 INCH	FOOT	200	\$ 245.00	\$ 49,000.00
11	PROTRUDING LATERAL CUT-OUT	EACH	10	\$ 235.00	\$ 2,350.00
12	LATERAL REINSTATEMENT	EACH	333	\$ 25.00	\$ 8,325.00
13	FINAL PROJECT REPORT	L SUM	1	\$ 500.00	\$ 500.00
14	CURED-IN-PLACE LINER TESTING	EACH	34	\$ 275.00	\$ 9,350.00
15	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	\$40,000.00	\$40,000.00
16	INITIAL SEWER CLEANING & VIDEO INSPECTION 8"-36"	FOOT	10,460	\$ 6.00	\$ 62,760.00
TOTAL BASE BID					\$ 665,180.00

TOTAL BASE BID IN WORDS

Six hundred sixty five thousand, one hundred eighty dollars and no cents.

RETURN WITH BID

The BIDDER agrees to accept as full payment for the work proposed as an additive or deductive alternate under this project as herein specified and as shown on the Drawings, based upon the undersigned's own estimate of quantities and costs and the following Alternate Bid Item Price. The BIDDER agrees that the alternate bid item price represents a true measure of the labor and materials required to perform the Work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Additive or Deductive Alternate Bid prices are not to be included in the Total Lump Sum Bid Amount. The Owner may or may not accept any or all of the Additive or Deductive alternate bid items. with the base bid work at the owner's sole discretion.

ALTERNATE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
A.1	STORM SEWER LINER, 36 INCH	FOOT	190	\$ 240.00	\$ 45,600.00
A.2	LATERAL REINSTATEMENT	EACH	0	\$ 500.00	
A.3	CURED-IN-PLACE LINER TESTING	EACH	1	\$ 275.00	\$ 275.00
A.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8"-36"	FOOT	190	\$ 10.00	\$ 1,900.00
TOTAL ALTERNATE "A" BID					\$ 47,775.00

TOTAL ALTERNATE "A" BID IN WORDS Forty seven thousand, seven hundred seventy five dollars and no cents.

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
B.1	STORM SEWER LINER, 36 INCH	FOOT	300	\$ 240.00	\$ 72,000.00
B.2	LATERAL REINSTATEMENT	EACH	0	\$ 500.00	
B.3	CURED-IN-PLACE LINER TESTING	EACH	1	\$ 275.00	\$ 275.00
B.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8"-36"	FOOT	300	\$ 10.00	\$ 3,000.00
TOTAL ALTERNATE "B" BID					\$ 75,275.00

TOTAL ALTERNATE "B" BID IN WORDS Seventy five thousand, two hundred seventy five dollars and no cents.

RETURN WITH BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
C.1	STORM SEWER LINER, 36 INCH	FOOT	170	\$ 240.00	\$ 40,800.00
C.2	LATERAL REINSTATEMENT	EACH	0	\$ 500.00	
C.3	CURED-IN-PLACE LINER TESTING	EACH	1	\$ 275.00	\$ 275.00
C.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8"-36"	FOOT	170	\$ 10.00	\$ 1,700.00
TOTAL ALTERNATE "C" BID					\$ 42,775.00

TOTAL ALTERNATE "C" BID IN WORDS Forty two thousand, seventy hundred seventy five dollars and no cents.

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
D.1	STORM SEWER LINER, 18 INCH	FOOT	290	\$ 108.00	\$ 31,320.00
D.2	LATERAL REINSTATEMENT	EACH	0	\$ 500.00	
D.3	CURED-IN-PLACE LINER TESTING	EACH	1	\$ 275.00	\$ 275.00
D.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8"-36"	FOOT	290	\$ 10.00	\$ 2,900.00
TOTAL ALTERNATE "D" BID					\$34,495.00

TOTAL ALTERNATE "D" BID IN WORDS Thirty four thousand, four hundred ninety five dollars and no cents.

RETURN WITH BID
--

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
E.1	STORM SEWER LINER, 27 INCH	FOOT	70	\$ 360.00	\$ 25,200.00
E.2	LATERAL REINSTATEMENT	EACH	0	\$ 500.00	
E.3	CURED-IN-PLACE LINER TESTING	EACH	1	\$ 275.00	\$ 275.00
E.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8"-36"	FOOT	70	\$ 10.00	\$ 700.00
TOTAL ALTERNATE "E" BID					<u>\$26,175.00</u>

TOTAL ALTERNATE "E" BID IN WORDS Twenty six thousand, one hundred seventy five dollars and no cents.



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	December 17, 2025	Project Title:	Trenchless Long Lining Repairs Project
Total Contract Value:	\$465,180.00	Project Number:	2025-28

Section I: Prime Contractor Information

Prime Contractor: SAK Construction, LLC

Address: 864 Hoff Road
O'Fallon, MO 63366

Phone: 636.385.1000

Contact Person: Jerome P. Shaw, Jr.

Email: bidcipcc@sakcon.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
TeleScan, Inc.	Non-MBE	\$52,380.00	7%	Cleaning and CCTV
Totals		\$52,380.00	7%	

- If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
N/A			
Totals	N/A		

- If more firms were contacted, please copy this form and attach the additional information.

Section IV: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial
David Mason & Associates	Cleaning and CCTV	Pricing
• If more firms submitted quotes, please copy this form and attach the additional information.		

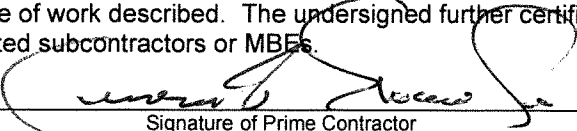
Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
Please see attached Good Faith Documentation		
• If more firms were contacted, please copy this form and attach the additional information.		

Section V:
The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

This form must be completed and submitted with the bid proposal. All subcontractors and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the MBE's listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors or MBEs.


Signature of Prime Contractor
Jerome P. Shaw, Jr., President of SAK Construction, LLC

December 17, 2025
Date



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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	December 17, 2025	Project Title:	Trenchless Long Lining Repairs Project
		Project Number:	2025-28

Prime Contractor: SAK Construction, LLC

Address: 864 Hoff Road

O'Fallon, MO 63366

Phone: 636.385.1000

Contact Person: Jerome P. Shaw, Jr.

Email: bidcippc@sakcon.com

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☐	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
☐	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
☒	Other – (State reason and attach explanation) Please see attached explanation letter
☐	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

Signature of Prime Contractor
Jerome P. Shaw, Jr. President

December 17, 2025

Date

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED
-----------------------------------	--------------------------------------

The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

☐	The project is essential for City operations.
☐	Emergency circumstances require a waiver.
☒	Evidence of a good faith effort by the contractor.
☐	The contractor will self-perform all work and will not subcontract any portion of the project.
☐	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

Acting Public Works Director

12/18/2025
Date



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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	December 17, 2025	Project Title:	Trenchless Long Lining Repairs Project
Total Contract Value:	\$ 665,180.00	Project Number:	2025-28

Section I: Minority Business Enterprise (MBE) Information

Name: SAK Construction will not be utilizing any Minority Business Enterprises

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract

This form must be completed and submitted with the bid proposal for each MBE. All MBEs intended for use on this project shall have an **MBE Information Form** signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a **Notification of Change in Participation Form** and **MBE Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
	Jerome P. Shaw, Jr.
Title	Date
President of SAK Construction, LLC	December 17, 2025

Minority Business Enterprise Signature	Print
Title	Date



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

Final Minority Business Enterprise (MBE) Participation Documentation

Date:	December 17, 2025	Project Title:	Trenchless Long Lining Repairs Project	
Total Contract Value:	\$ 665,180.00	Project Number:	2025-28	

Section I: Prime Contractor Information

Prime Contractor: SAK Construction, LLC

Address: 864 Hoff Road
O'Fallon, MO 63366

Phone: 636.385.1000

Contact Person: Jerome P. Shaw, Jr.

Email: bidcippc@sakcon.com

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
TeleScan, Inc.	\$52,380.00	7%		
Non-MBE Subcontractor Total	\$52,380.00	7%		

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
N/A				
MBE Subcontractor Totals	N/A			

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
N/A				
MBE Totals	N/A			

If more MBE's are utilized, please copy this form and attach the additional information.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	MBE Goal of 10% has been reached
☐	MBE Goal of 10% has not been reached but Contractor has met the goal estimated on the MBE Utilization Statement submitted at Bid
☐	MBE Goal of 10% has not been reached and Contractor has not met the goal estimated on the MBE Utilization Statement submitted at Bid (attach explanation)
☐	MBE Goal of 20% has been reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of \$50,000
☐	Other – (State reason and attach explanation)

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.


Signature of Prime Contractor

December 17, 2025

Date

Jerome P. Shaw, Jr., President of SAK Construction, LLC



SAK™

Pipeline Infrastructure. Solved.™

636.385.1000 *tel*
636.385.1100 *fax*

864 Hoff Road
O'Fallon, MO 63366

www.sakcon.com

December 17, 2025

Mr. Matthew Newell
City of Decatur, IL
1 Gary K. Anderson Plaza
Decatur, IL 62523

Re: Decatur, IL – 2025 Trenchless Long Lining Repairs
SAK Minority Participation Explanation

Mr. Newell:

SAK solicited minority subcontractors for the 2025 Trenchless Long Lining Repairs Project (City Project 2025-28) and submitted good faith efforts with the bid. The subcontracting opportunities available on this project (cleaning and CCTV inspection of sanitary sewers) limits the number of minority subcontractors. For the cleaning and CCTV subcontracting opportunity, we received two quotes. One was received from David Mason and Associates, an MBE contractor based in St. Louis, MO. The other was from TeleScan, Inc., a non-MBE contractor based in Decatur, IL. Due to pricing, SAK used the local competent subcontractor, TeleScan to perform the subcontracting scope of work.

Please contact us if you have any questions or would like to discuss further. We look forward to working with the City of Decatur on another sewer lining project.

Sincerely,
SAK Construction, LLC



Jerome P. Shaw, Jr., President

DEMONSTRATION OF GOOD FAITH EFFORT

It is the policy of SAK to provide all MBEs and WBEs an equal opportunity to participate in the performance of all SAK contracts. SAK assists agencies in implementing this policy by taking all reasonable steps to ensure that all qualified business enterprises including MBEs and DBEs have an equal opportunity to compete for and participate in agency contracts. SAK strives to meet all MBEs and DBEs goals for every agency that SAK contracts with.

The following good faith efforts were performed for the City of Decatur, IL: 2025 Trenchless Long Lining Repairs project:

- 1) SAK provided written notice by email of its interest in receiving quotes for the City of Decatur, IL: 2025 Trenchless Long Lining Repairs project (see Attachment A)
- 2) List of MBE and WBE subcontractors who were contacted (see Attachment B)
- 3) SAK documented efforts to follow-up initial solicitation of subcontractors (see Attachment B1)
- 4) Copy of Constant Contact Email Solicitation (see Attachment C)
- 5) Constant Contact Email Statistics Report (see Attachments D1 – D1.3)
 - a. Opened Emails
 - b. Unopened Emails
 - c. Bounced Emails
- 6) SAK posted the written notice on the Small Business Administration web portal – *The ability to post new subcontracting opportunities is not currently available* (see Attachment E)
- 7) SAK posted the written notice on December 11, 2025 in the Herald & Review newspaper (see Attachment F)



636.385.1000 *tel*
 636.385.1100 *fax*
 864 Hoff Road
 O'Fallon, MO 63366
www.sakcon.com

December 8, 2025

RE: City of Decatur, IL
 2025 Trenchless Long Lining Repairs Project

Dear Contractor:

SAK Construction, LLC is seeking Minority Business Enterprises (MBEs) for the City of Decatur, IL: 2025 Trenchless Long Lining Repairs Project. The project bids on Wednesday, December 17, 2025 at 10:00 AM local time. All negotiations must be completed by December 16, 2025.

Subcontracting Opportunities include but are not limited to:

1. Sewer Cleaning and CCTV Inspection
2. Traffic Control

If your firm is interested in seeking this opportunity, please advise.

Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com. To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print. Payment shall be made to Decatur Blue Print, Inc. No refund will be made for the plans, specification, or proposal forms returned.

Plans and specifications are available for viewing at the following locations:

www.decaturblue.com
 Plans & Portals
 Public Projects
 DFS Public Plan Room

City of Decatur
 Engineering Division
 #1 Gary K. Anderson Plaza
 Decatur, Illinois 62523

Please contact SAK's estimating department at bidcippc@sakcon.com to obtain a free link to view plans and specifications.

For assistance in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and/or related assistance for this project, please contact Theresa Messer at 636-385-1000.

Please contact Matt Hirtz at (636) 385-1000 x1074 or by fax at (636) 385-1100 to discuss this subcontracting opportunity.

Respectfully,

Theresa Messer
 SAK Construction, LLC
bidcippc@sakcon.com

											Attachment B
Firm	Address	City	State	Zip	Contact	Phone	Email	M/WBE	Specialty	Solicitation Sent	Follow-Up Email
Advanced Underground Inspection, LLC	18657 Webb Drive	Westland	MI	48183	IRANIA GARCIA	734-721-0081	seane_aus@yahoo.com		Cleaning and CCTV Inspection of Sewers	12/8/2025	12/15/2025
Barricade Lines, Inc.	1490 Jeffrey Dr.	Addicks	IL	60101	Charles R. Varquez	630-637-6163	chv@barricadelines.com		Traffic Control	12/8/2025	12/15/2025
DLX Traffic Safety, Inc.	1505 Frontenac Rd.	Naperville	IL	60563	Mark Long	(630) 416-9700	marklong@dlxtraffic.com		Traffic Control	12/8/2025	12/15/2025
David Mason & Associates	800 S. Vandeventer Ave	St. Louis	MO	63101	Spencer Mason	314-534-1030	masonspencer@davidmason.com	MBE	Cleaning and CCTV Inspection of Sewers	12/8/2025	12/15/2025
Dene Rite Construction Co., Inc.	102772 N. Rt. 100	Uttleton	IL	62462	Donella Southerland	(208) 331-4863	ndell@southerland.com		Traffic Control	12/8/2025	12/15/2025
Highway Safety Corp.	1756 Armitage Ct.	Addicks	IL	60101		630-630-7747	info@highwaysafetycorp.us	MBE/Service-disabled Veteran		12/8/2025	12/15/2025
J & J Boring, Inc.	61 Cardinal Hill Road	Winfield	MO	63389	Jennifer Bouquet	636-568-4764	jfbouquet@jbboring.com		Cleaning / CCTV Inspection	12/8/2025	12/15/2025
J.A.C.R. Contractor Services Inc.	1853 E. Steiger Rd.	Crete	IL	60417	Clint Gustafson	(708) 445-5363	clintgust@jacr.com		Cleaning and CCTV Inspection of Sewers	12/8/2025	12/15/2025
J.S.R. Enterprises, Inc.	4931 W. 173RD St. Unit D	COUNTRY CLUB HILLS	IL	60433-1045	Sharon Roberts	708-206-1800	srroberts@jstrem.com	WBE	NAICS 237110 Storm sewer construction NAICS 237110 Water and Sewer Line and Construction NAICS 238220 Plumbing Contractors NAICS 238910 Excavation contractors NAICS 238920 Foundation digging (i.e., excavation) NAICS 238930 Grading construction NAICS 238910 Site Preparation Contractors NAICS 421220 Plumbing, Heating Equipment and Supplies (Wholesalers) NAICS 531210 Offices of Real Estate Agents and Brokers NAICS 531300 Other Activities Related to Real Estate	12/8/2025	12/15/2025
Jean's Septic, Inc.	26603 S Governors Hwy Suite 1	Monroe	IL	60816-0000	Angela Chalmers	708-534-8270	angelaj@jeansseptic.com	WBE	NAICS 237110 Water and Sewer Line and Related Structures Construction 238210 Sewer hookup and connection, building 563990 Septic Tank and Related Services 563990 Grease trap cleaning	12/8/2025	12/15/2025
Katco Development, Inc.	415 S. William St.	Mt. Prospect	IL	60056-3332	Karen Barke	847-222-9662	karenb@katcodevelopment.com		237110 - Installation, Underground Water Main, Sewer Main; 238220 - Interior Plumbing, Excavation, Site Utilities	12/8/2025	12/15/2025
M&J Underground Inc.	26603 Governors Hwy Suite # 1	Monroe	IL	608110	Janice Reading	708-534-6434	jan@mjunderground.com	MBE	Water and Sewer Line and Related Structures Construction; Poured Concrete Foundation and Structure Contractors	12/8/2025	12/15/2025
Memo Sewers Pumping & Jetting LLC	25 E. Monroe Street, Suite 1800	Chicago	IL	60603		773-333-0050	info@memosewers.com	WBE	Cleaning and CCTV Inspection of Sewers	12/8/2025	12/15/2025
Midwest Construction Services of Peoria, Inc.	4200 S. Ricketts Ave.	Bartonville	IL	61307	Shella Shepard Shover	(309) 497-1000	shover@mcstraffc.com		Traffic Control	12/8/2025	12/15/2025
Right Way Traffic Control, Inc.	8 Industrial Dr.	Freeburg	IL	62423	Deborah K. Bryant	(618) 310-0105	debbs@rightwaytraffic.com		237310-TRAFFIC CONTROL SURVEILLANCE; GUARDRAIL; MISC. PREFORMED PLASTIC PAVEMENT MARKING; MISC. TRAFFIC CONTROL SIGNS-NON-STOCKING DISTRIBUTOR; PAVEMENT MARKING: PAINT; SIGNING; PAVEMENT MARKING: THERMOPLASTIC; 238210-VIDEO TRAFFIC CONTROL SURVEILLANCE - INSTALLATION; 334290- MATERIALS: MISC. TRAFFIC CONTROL SIGNS; MISC. TRAFFIC CONTROL BARRIER WALL RENTAL; 561990- TRAFFIC CONTROL	12/8/2025	12/15/2025
Seewerch Services, Inc.	1400 Harshbarger Ave.	Forest Park	IL		Hademee Dabestus	(312) 753-4500	hadd@seewerch.com		Cleaning and CCTV Inspection of Sewers	12/8/2025	12/15/2025
Sheridan Plumbing & Sewer, Inc.	8734 W. 74th Street	Bedford Park	IL	60618	Beth Neely	708-475-7108	bshe@sheridan.com	WBE		12/8/2025	12/15/2025
Toppert Jetting Service, Inc.	P. O. Box 858	East Moline	IL	60478-0000	Debra J. Hansen Toppert	(309) 755-0800	debt@toppert.com	WBE	237310- DEWATERING AND BYPASS PUMPING; MISC. SEWER/WATER MAINTENANCE; 237310- PAVEMENT MARKING: REMOVAL; 238910- MISC. HYDRO-EXCAVATION; 238990- MISC. GRAFFITI REMOVAL; HYDROBLASTING, SWEEPING, & POWER VACUUMING; 561790- MISC. VEGETATION SPRAYING; 561790- MISC. POWER WASHING; 562112- CONTAMINANT AND REMOVAL OF HAZARDOUS WASTE	12/8/2025	12/15/2025
TraMar Contracting, Inc.	3051 Mercantile Industrial Dr.	St. Charles	MO	63301	Margaret M. McGrath	(636) 255-0808	mcmgrath@tamarcontracting.com		Traffic Control	12/8/2025	12/15/2025
Work Zone Safety, Inc.	17053 Gaylord Rd.	Crest Hill	IL	60403	Pam Ackerman	815-834-0428	pam@workzonesafetyinc.com		Traffic Control	12/8/2025	12/15/2025

Decatur, IL - 2025 Trenchless Long Lining Repairs

Attachment B1



Theresa Messer

 Reply Reply All Forward

To

'jeana_aui@yahoo.com'; 'jhy@barricadelites.com'; 'marklong@d2ktraffic.com'; 'mmortimer@davidmason.com'; 'Nell@doneriteconst.com'; 'info@highwaysafetycorp.us'; 'afreeburg-mroz@highwaysafetycorp.us'; 'jennifer@jjboring.com'; 'cgustafson@jackcsi.com'; 'sroberts@jsrent.com'; 'angela@jeansseptic.com'; 'karen@katcodevelopment.com'; 'jan@mjunderground.com'; 'customerservice@meninsewers.com';

Mon 12/15/2025 7:56 AM



Decatur IL - 2025 Trenchless Long Lining Repairs - RFQ.pdf

264 KB

Hello and Good Morning,

SAK Construction, LLC is bidding on the above-referenced project for the City of Decatur, IL. We would like to invite you to bid this project with us, we have attached the RFQ letter for reference . Please let us know if you intend on bidding this project or not. We appreciate your time.

If you have any questions, please let us know.

Theresa Messer
Estimating Administrator



Tel 636.385.1034 | Cell 636.497.0284 | Fax 636.385.1134
864 Hoff Road | O'Fallon, MO 63366 | www.sakcon.com



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SAK Construction Announcement

ATTENTION MINORITY BUSINESS ENTERPRISES (MBE)

SAK Construction, LLC is seeking Minority Business Enterprises (MBEs) for the City of Decatur, IL: 2025 Trenchless Long Lining Repairs Project. The project bids on Wednesday, December 17, 2025 at 10:00 AM local time. All negotiations must be completed by December 16, 2025.

Subcontracting Opportunities include but are not limited to:

1. Sewer Cleaning and CCTV Inspection
2. Traffic Control

If your firm is interested in seeking this opportunity, please advise.

Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturbblue.com. To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print. Payment shall be made to Decatur Blue Print, Inc. No refund will be made for the plans, specification, or proposal forms returned.

Plans and specifications are available for viewing at the following locations:

www.decaturbblue.com City of Decatur
Plans & Portals Engineering Division
Public Projects #1 Gary K. Anderson Plaza
DFS Public Plan Room Decatur, Illinois 62523

Please contact SAK's estimating department at bidcippc@sakcon.com to obtain a free link to view plans and specifications.

For assistance in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and/or related assistance for this project, please contact Theresa Messer at 636-385-1000.

Please contact Matt Hirtz at (636) 385-1000 x1074 or by fax at (636) 385-1100 to discuss this subcontracting opportunity.

Respectfully,

Theresa Messer
SAK Construction, LLC

SAK Construction, LLC
www.sakcon.com
636.385.1000



AI assistant

LOGO SAK Construction



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Decatur, IL - 2025 Trenchless Long Lining Repairs

Sent Mon, Dec 8, 2025

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Send Rate81%
Average Send Rate91%
Industry Average

20 Items

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Filter by email address or name

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jennifer@jjboring.com			Mon, Dec 8, 2025 at 5 CST
jhw@barricadelites.com			Mon, Dec 8, 2025 at 5 CST
sroberts@jsrent.com			Mon, Dec 8, 2025 at 5 CST
sshover@mcstraffic.com			Mon, Dec 8, 2025 at 5 CST
debbie@rightwaytraffic.com			Mon, Dec 8, 2025 at 5 CST
pmcgrath@tramarcontracting.com			Mon, Dec 8, 2025 at 5 CST
cgustafson@jackcsi.com			Mon, Dec 8, 2025 at 5 CST
marklong@d2ktraffic.com			Mon, Dec 8, 2025 at 5 CST
jeana_aui@yahoo.com			Mon, Dec 8, 2025 at 5 CST
mmortimer@davidmason.com			Mon, Dec 8, 2025 at 5 CST
deb@toppert.com			Mon, Dec 8, 2025 at 5 CST
karen@katcodevelopment.com			Mon, Dec 8, 2025 at 5 CST
isantos@sewer-tech.com			Mon, Dec 8, 2025 at 5 CST
nell@doneriteconst.com			Mon, Dec 8, 2025 at 5 CST
angela@jeansseptic.com			Mon, Dec 8, 2025 at 5 CST
jan@mjunderground.com			Mon, Dec 8, 2025 at 5 CST
customerservice@meninsewers.com			Mon, Dec 8, 2025 at 5 CST
info@highwaysafetycorp.us			Mon, Dec 8, 2025 at 5 CST
afreeburg-mroz@highwaysafetycorp.us			Mon, Dec 8, 2025 at 5 CST
bhealy@spands.com			Mon, Dec 8, 2025 at 5 CST

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AI assistant

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Decatur, IL - 2025 Trenchless Long Lining Repairs

Sent Mon, Dec 8, 2025

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Open Rate

50%
Average Open Rate

36%
Industry Average

5 Items

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First name

Last name

Date/time

jeana_aui@yahoo.com

Thu, Dec 11, 2025 at 3
CST

jan@mjunderground.com

Thu, Dec 11, 2025 at 1:
CST

nell@doneriteconst.com

Tue, Dec 9, 2025 at 10:
CST

sroberts@jsrent.com

Mon, Dec 8, 2025 at 6:
CST

pmcgrath@tramarcontracting.c
om

Mon, Dec 8, 2025 at 6:
CST

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Page 1 of 1

Channel manager

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Decatur, IL - 2025 Trenchless Long Lining Repairs

Sent Mon, Dec 8, 2025

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68.8%

Did Not Open Rate

50%

Average Did Not Open Rate

55%

Industry Average

11 Items

Did Not Open

Filter by email address or name

Email address	First name	Last name
jennifer@jiboring.com		
jhv@barricadelites.com		
cgustafson@jackcsi.com		
marklong@d2ktraffic.com		
mmortimer@davidmason.com		
deb@toppert.com		
karen@katcodevelopment.com		
customerservice@meninsewers.com		
info@highwaysafetycorp.us		
afreeburg-mroz@highwaysafetycorp.us		
bhealy@spands.com		

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SAK Construction

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1/1

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The screenshot shows an email client interface. At the top, the word "Email" is displayed. Below it, the email header shows the sender as "SAK" with a logo. The subject line is in Arabic. The body of the email contains several lines of Arabic text and a list of links.

 Integrations

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[Home](#) [Federal Contracting](#) [Contracting guide](#) [Prime and subcontracting](#) SUBNet sub...

SUBNet subcontracting opportunities

SBA's SUBNet (subcontracting network) helps large federal prime contractors find small subcontractors.

Notice: The ability to post new subcontracting opportunities is not currently available.

Small businesses can browse the listing below to find subcontracting opportunities. You can filter the listing by state or keyword, or sort the listing by clicking a column header. Please direct questions to the posted point of contact for the opportunity, not SBA. Any posts meant only to promote your small business will be removed.

Need help? Contact subcontracting@sba.gov .

Contracting guide

Assess your business

Basic requirements

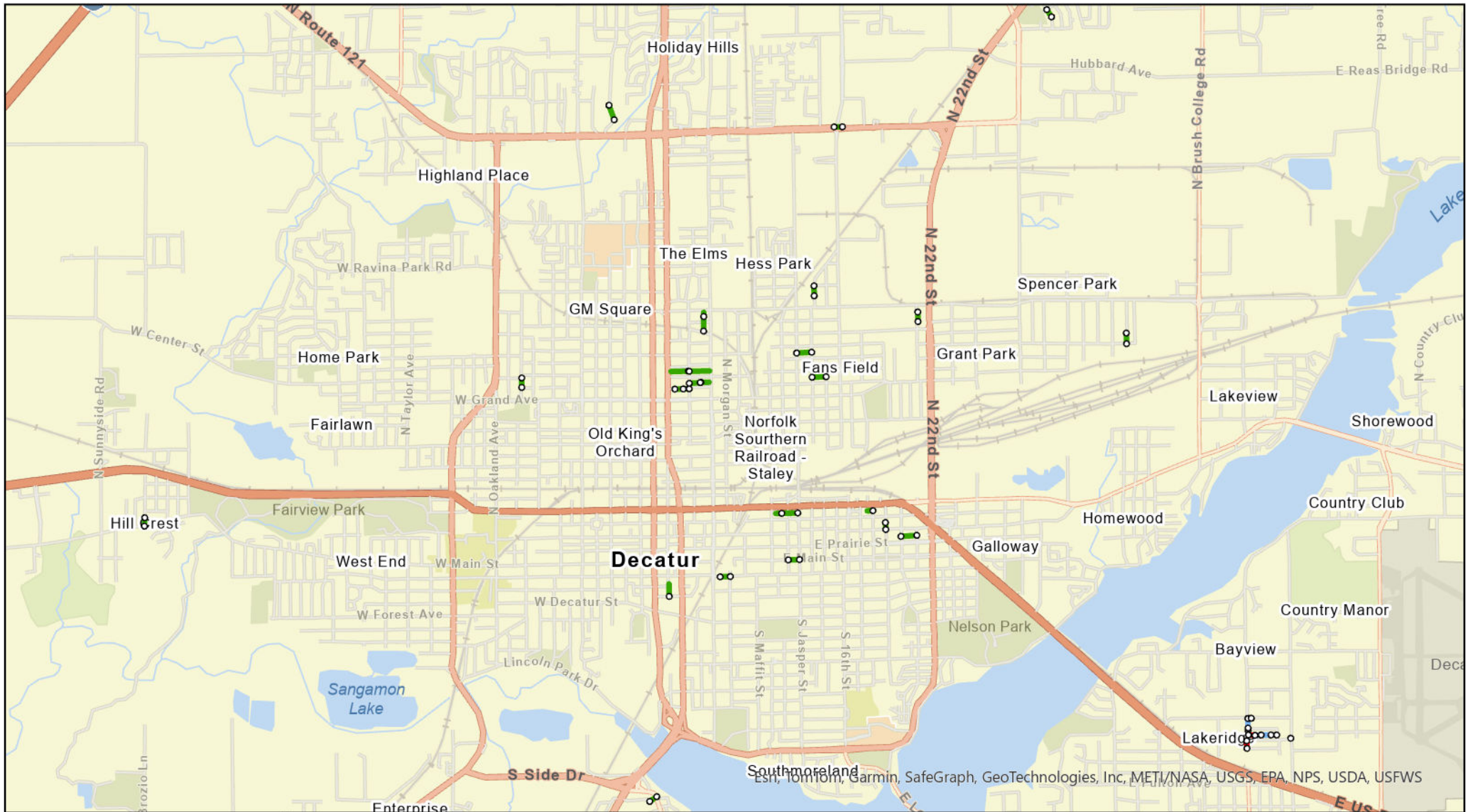
How to win contracts

Types of contracts

Size standards

Governing rules and responsibilities

SAK Construction, LLC; 864 Hoff Road, O'Fallon, MO 63366; 636.385.1000 is seeking disadvantaged businesses enterprises (DBE) for the City of Decatur, IL: 2025 Trenchless Long Lining Repairs. The project bids on December 17, 2025 at 10:00 AM. Subcontractor opportunities are in the following areas: Sewer Cleaning and CCTV Inspection and Traffic Control. All disadvantaged businesses should contact, IN WRITING (certified letter, return receipt requested), Matt Hirtz to discuss the subcontracting opportunities. All negotiations must be completed by December 16, 2025. Plans, specifications and proposal forms may be obtained from Decatur Blue at www.decaturlblue.com or City of Decatur, Engineering Division, #1 Gary K. Anderson Plaza, Decatur, IL 62523. Please contact Matt Hirtz (636-385-1000) with questions.
12/11 COL-9001004



Legend ○ Catch Basins ● Manholes — STORM_alts — STORM_base — SANITARY_base	2025-28 TRENCHLESS LONG LINING PROJECT		 0 0.75 1.5 Kilometers
	OVERALL MAP	City of Decatur, IL	

PROJECT NUMBER: 2025-28 PROJECT NAME: 2025 Trenchless Long Lining Repairs Project BID DATE: Wednesday, December 17, 2025 TIME: 10:00 A.M. FUND: Sanitary Sewer, Storm Water ORGANIZATION CODE: 79487906, 78487806 OBJECT CODE: 489030, 489040				Engineer's Estimate City Engineering Division		SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366 Boyd Hirtz, Vice President		Visu-Sewer Of Missouri, LLC 7895 St. Clair Avenue East St. Louis, IL 62203 James Bohn		Hoerr Construction, Inc. 1416 County road 200N Goodfield, IL 61742 Max P. Hoerr II		Inliner Solutions, LLC 4520 N. State Road 37 Orleans, IN 47452 Terry Bell		National Power Rodding Corp. 2500 W Arthington St. Chicago, IL 60612 Reid W. Ruprecht, Vice Pres.	
Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	SANITARY SEWER LINER, 8 INCH	6,200	FOOT	\$35.00	\$217,000.00	\$30.00	\$186,000.00	\$35.70	\$221,340.00	\$37.50	\$232,500.00	\$39.00	\$241,800.00	\$35.20	\$218,240.00
2	SANITARY SEWER LINER, 10 INCH	1,705	FOOT	\$37.00	\$63,085.00	\$37.00	\$63,085.00	\$40.75	\$69,478.75	\$44.00	\$75,020.00	\$42.00	\$71,610.00	\$38.95	\$66,409.75
3	SANITARY SEWER LINER, 12 INCH	475	FOOT	\$45.00	\$21,375.00	\$61.00	\$28,975.00	\$47.00	\$22,325.00	\$43.00	\$20,425.00	\$45.00	\$21,375.00	\$42.00	\$19,950.00
4	SANITARY SEWER LINER, 15 INCH	405	FOOT	\$44.00	\$17,820.00	\$74.00	\$29,970.00	\$65.00	\$26,325.00	\$55.00	\$22,275.00	\$63.00	\$25,515.00	\$48.50	\$19,642.50
5	SANITARY SEWER LINER, 18 INCH	300	FOOT	\$115.00	\$34,500.00	\$107.00	\$32,100.00	\$110.00	\$33,000.00	\$78.00	\$23,400.00	\$90.00	\$27,000.00	\$115.00	\$34,500.00
6	SANITARY SEWER LINER, 21 INCH	210	FOOT	\$165.00	\$34,650.00	\$141.00	\$29,610.00	\$144.00	\$30,240.00	\$153.00	\$32,130.00	\$130.00	\$27,300.00	\$195.00	\$40,950.00
7	SANITARY SEWER LINER, 27 INCH	305	FOOT	\$180.00	\$54,900.00	\$155.00	\$47,275.00	\$187.00	\$57,035.00	\$160.00	\$48,800.00	\$180.00	\$54,900.00	\$275.00	\$83,875.00
8	STORM SEWER LINER, 12 INCH	430	FOOT	\$150.00	\$64,500.00	\$62.00	\$26,660.00	\$47.00	\$20,210.00	\$46.00	\$19,780.00	\$47.00	\$20,210.00	\$42.00	\$18,060.00
9	STORM SEWER LINER, 30 INCH	230	FOOT	\$200.00	\$46,000.00	\$214.00	\$49,220.00	\$267.00	\$61,410.00	\$194.00	\$44,620.00	\$270.00	\$62,100.00	\$325.00	\$74,750.00
10	STORM SEWER LINER, 36 INCH	200	FOOT	\$260.00	\$52,000.00	\$245.00	\$49,000.00	\$389.00	\$77,800.00	\$420.00	\$84,000.00	\$375.00	\$75,000.00	\$350.00	\$70,000.00
11	PROTRUDING LATERAL CUT-OUT	10	EACH	\$300.00	\$3,000.00	\$235.00	\$2,350.00	\$250.00	\$2,500.00	\$300.00	\$3,000.00	\$350.00	\$3,500.00	\$450.00	\$4,500.00
12	LATERAL REINSTATEMENT	333	EACH	\$100.00	\$33,300.00	\$25.00	\$8,325.00	\$10.00	\$3,330.00	\$100.00	\$33,300.00	\$120.00	\$39,960.00	\$225.00	\$74,925.00
13	FINAL PROJECT REPORT	1	L SUM	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$290.00	\$290.00	\$35,000.00	\$35,000.00
14	CURED-IN-PLACE LINER TESTING	34	EACH	\$300.00	\$10,200.00	\$275.00	\$9,350.00	\$100.00	\$3,400.00	\$200.00	\$6,800.00	\$365.00	\$12,410.00	\$500.00	\$17,000.00
15	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	EACH	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
16	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-27	10,460	FOOT	\$10.00	\$104,600.00	\$6.00	\$62,760.00	\$6.00	\$62,760.00	\$5.20	\$54,392.00	\$4.50	\$47,070.00	\$10.00	\$104,600.00
	TOTAL BASE BIDS (AS CORRECTED)				\$798,930.00		\$665,180.00		\$731,653.75		\$741,442.00		\$770,040.00		\$922,402.25
	Percent Over Under ENGINEER'S ESTIMATE						-16.74%		-8.42%		-7.20%		-3.62%		38.67%
ALTERNATE "A"															
A.1	STORM SEWER LINER, 36 INCH	190	FOOT	\$260.00	\$49,400.00	\$240.00	\$45,600.00	\$450.00	\$85,500.00	\$228.00	\$43,320.00	\$400.00	\$76,000.00	\$450.00	\$85,500.00
A.2	LATERAL REINSTATEMENT	0	EACH	\$100.00	-	\$500.00	-	\$10.00	-	\$500.00	-	-	-	\$450.00	-
A.3	CURED-IN-PLACE LINER TESTING	1	EACH	\$300.00	\$300.00	\$275.00	\$275.00	\$100.00	\$100.00	\$242.00	\$242.00	\$348.00	\$348.00	\$500.00	\$500.00
A.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-36	190	FOOT	\$18.00	\$3,420.00	\$10.00	\$1,900.00	\$12.00	\$2,280.00	\$15.00	\$2,850.00	\$28.00	\$5,320.00	\$40.00	\$7,600.00
	TOTAL ALTERNATE "A" BIDS (AS CORRECTED)				\$53,120.00		\$47,775.00		\$87,880.00		\$46,412.00		\$81,668.00		\$93,600.00
ALTERNATE "B"															
B.1	STORM SEWER LINER, 36 INCH	300	FOOT	\$260.00	\$78,000.00	\$240.00	\$72,000.00	\$320.00	\$96,000.00	\$224.00	\$67,200.00	\$339.00	\$101,700.00	\$400.00	\$120,000.00
B.2	LATERAL REINSTATEMENT	0	EACH	\$100.00	-	\$500.00	-	\$10.00	-	\$500.00	-	-	-	\$450.00	-
B.3	CURED-IN-PLACE LINER TESTING	1	EACH	\$300.00	\$300.00	\$275.00	\$275.00	\$100.00	\$100.00	\$242.00	\$242.00	\$365.00	\$365.00	\$500.00	\$500.00
B.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-36	300	FOOT	\$18.00	\$5,400.00	\$10.00	\$3,000.00	\$15.00	\$4,500.00	\$10.00	\$3,000.00	\$29.00	\$8,700.00	\$30.00	\$9,000.00
	TOTAL ALTERNATE "B" BIDS (AS CORRECTED)				\$83,700.00		\$75,275.00		\$100,600.00		\$70,442.00		\$110,765.00		\$129,500.00
ALTERNATE "C"															
C.1	STORM SEWER LINER, 36 INCH	170	FOOT	\$260.00	\$44,200.00	\$240.00	\$40,800.00	\$470.00	\$79,900.00	\$326.00	\$55,420.00	\$420.00	\$71,400.00	\$500.00	\$85,000.00
C.2	LATERAL REINSTATEMENT	0	EACH	\$100.00	-	\$500.00	-	\$10.00	-	\$500.00	-	-	-	\$450.00	-
C.3	CURED-IN-PLACE LINER TESTING	1	EACH	\$300.00	\$300.00	\$275.00	\$275.00	\$100.00	\$100.00	\$242.00	\$242.00	\$35.00	\$35.00	\$500.00	\$500.00
C.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-36	170	FOOT	\$18.00	\$3,060.00	\$10.00	\$1,700.00	\$17.00	\$2,890.00	\$27.00	\$4,590.00	-	-	\$40.00	\$6,800.00
	TOTAL ALTERNATE "C" BIDS (AS CORRECTED)				\$47,560.00		\$42,775.00		\$82,890.00		\$60,252.00		\$71,435.00		\$92,300.00

PROJECT NUMBER: 2025-28 PROJECT NAME: 2025 Trenchless Long Lining Repairs Project BID DATE: Wednesday, December 17, 2025 TIME: 10:00 A.M. FUND: Sanitary Sewer, Storm Water ORGANIZATION CODE: 79487906, 78487806 OBJECT CODE: 489030, 489040				Engineer's Estimate City Engineering Division		SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366 Boyd Hirtz, Vice President		Visu-Sewer Of Missouri, LLC 7895 St. Clair Avenue East St. Louis, IL 62203 James Bohn		Hoerr Construction, Inc. 1416 County road 200N Goodfield, IL 61742 Max P. Hoerr II		Inliner Solutions, LLC 4520 N. State Road 37 Orleans, IN 47452 Terry Bell		National Power Rodding Corp. 2500 W Arthington St. Chicago, IL 60612 Reid W. Ruprecht, Vice Pres.	
Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
ALTERNATE "D"															
D.1	STORM SEWER LINER, 27 INCH	290	FOOT	\$165.00	\$47,850.00	\$108.00	\$31,320.00	\$150.00	\$43,500.00	\$109.00	\$31,610.00	\$140.00	\$40,600.00	\$200.00	\$58,000.00
D.2	LATERAL REINSTATEMENT	0	EACH	\$100.00	-	\$500.00	-	\$10.00	-	\$500.00	-	\$450.00	-		
D.3	CURED-IN-PLACE LINER TESTING	1	EACH	\$300.00	\$300.00	\$275.00	\$275.00	\$100.00	\$100.00	\$242.00	\$242.00	\$365.00	\$365.00	\$500.00	\$500.00
D.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-36	290	FOOT	\$18.00	\$5,220.00	\$10.00	\$2,900.00	\$17.00	\$4,930.00	\$10.00	\$2,900.00	\$35.00	\$10,150.00	\$20.00	\$5,800.00
TOTAL ALTERNATE "D" BIDS (AS CORRECTED)					\$53,370.00		\$34,495.00		\$48,530.00		\$34,752.00		\$51,115.00		\$64,300.00
ALTERNATE "E"															
E.1	STORM SEWER LINER, 18 INCH	70	FOOT	\$185.00	\$12,950.00	\$360.00	\$25,200.00	\$660.00	\$46,200.00	\$30.00	\$2,100.00	\$600.00	\$42,000.00	\$600.00	\$42,000.00
E.2	LATERAL REINSTATEMENT	0	EACH	\$100.00	-	\$500.00	-	\$10.00	-	\$500.00	-	\$450.00	-		
E.3	CURED-IN-PLACE LINER TESTING	1	EACH	\$300.00	\$300.00	\$275.00	\$275.00	\$100.00	\$100.00	\$242.00	\$242.00	\$365.00	\$365.00	\$500.00	\$500.00
E.4	INITIAL SEWER CLEANING AND VIDEO INSPECTION 8-36	70	FOOT	\$18.00	\$1,260.00	\$10.00	\$700.00	\$23.00	\$1,610.00	\$361.00	\$25,270.00	\$22.00	\$1,540.00	\$40.00	\$2,800.00
TOTAL ALTERNATE "E" BIDS (AS CORRECTED)					\$14,510.00		\$26,175.00		\$47,910.00		\$27,612.00		\$43,905.00		\$45,300.00
TOTAL (BASE BID + ALTERNATES "A-E") (AS CORRECTED)					\$1,051,190.00		\$891,675.00		\$1,099,463.75		\$980,912.00		\$1,128,928.00		\$1,347,402.25
TOTAL BIDS (AS CORRECTED)					\$798,930.00		\$665,180.00		\$731,653.75		\$741,442.00		\$770,040.00		\$922,402.25
Percent Over Under ENGINEER'S ESTIMATE							-16.74%		-8.42%		-7.20%		-3.62%		38.67%
TOTAL BASE BID + ALT A (AS CORRECTED)					\$852,050.00		\$712,955.00		\$819,533.75		\$787,854.00		\$851,708.00		\$1,016,002.25
Percent Over Under ENGINEER'S ESTIMATE							-16.32%		-3.82%		-7.53%		-0.04%		42.51%
 Paul E. Caswell, P.E., City Engineer  Date															