



Monday, February 2, 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 January 20, 2026 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Authorizing Appointment - City Manager
2. Resolution Authorizing Employment Agreement - City Manager
3. Budget Reconciliation Ordinance Appropriating Additional Monies for the Purpose of Defraying the Expenses for Certain Funds of the City of Decatur, Illinois for the Fiscal Year Ending December 31, 2025
4. Resolution Approving a Development Agreement by and between the City of Decatur, Illinois and Broadwing Energy, LLC
5. City Manager Update
6. 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 Amending Ordinance No. 2006-100 Adopting Tax Increment Financing for the City of Decatur, IL (Eastgate Commons Redevelopment Project Area)
- B. Resolution Amending Resolution 2023-08 and the Purchase and Renovation Agreement with Dove, Inc for the Property Located at 805 E. Johns Ave.
- C. Resolution Authorizing Execution and Agreement of the Lead Hazard Reduction Grant Program
- D. Resolution Authorizing a Professional Services Agreement with Crawford, Murphy & Tilly Inc., for Northeast Quadrant Water System Capacity Improvements City Project 2026-04
- E. Resolution Authorizing Agreement with Pulse Marketing LLC for City Website Services

VI. Other Business

VII. Adjournment

CITY COUNCIL MINUTES
Monday, January 20, 2026

On Monday, January 20, 2026, 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 Ed Culp, Dennis Cooper, Lisa Gregory, Consuelo Cruz, Pat McDaniel and David Horn. 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 announced that the Resolution Authorizing the Economic & Community Development Department's Revitalization Plan for 2026-2029 was changed from an action item to a discussion item.

Ms. Laura Dean, Associate Professor at Millikin University along with her student, Cassidy Culjat, presented a proclamation proclaiming January 2026 as Human Trafficking Awareness Month in Decatur.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Reed Sutman, Stephanie Kee, James Taylor and Chad Bowlin.

Council members responded to citizens' comments.

Mayor Moore Wolfe called for approval of the minutes.

The minutes of January 5, 2026, 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 David Horn, Ed Culp, Dennis Cooper, Lisa Gregory, Consuelo Cruz, Pat McDaniel 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.

R2026-05 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, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Ms. Hon, Interim City Manager, provided an overview of the Resolution.

Council members expressed their opinions on the proposed project.

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

2026-06 Ordinance Amending City Code, Chapter 51.4, Local Motor Fuel Tax, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Culp.

Ms. Hon, Interim City Manager, provided an overview of the Ordinance.

Council members expressed their opinions regarding the proposed amendment.

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

Ms. Hon, Interim City Manager, lead a discussion on the Economic & Community Development 2026-2029 Revitalization Plan.

Ms. Lacie Elzy, Director of Economic & Community Development, provided an overview of the plan, outlining its purpose, key priorities, and goals, along with a financial summary. She also addressed questions from Council members and noted that public feedback can be submitted through the city's website or by phone.

Mr. Chad Bowlin with Urban Roots Properties, LLC presented a proposal for property rehabilitation.

R2026-06 A Resolution to Induce the Redevelopment Located at 250 North Water Street, Commonly Referred to as the Citizens-Barnes Building, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

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

Council members expressed their opinions regarding the proposed Resolution.

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

Interim City Manager Hon provided the City Manager Update highlighting the Christmas Tree recycling program aimed at creating fish habitats in specific areas of the lake.

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

R2026-07 Item A. Resolution Authorizing the Expenditure of Funds to Install Street Lighting on Park Place and Cobb Avenue

R2026-08 Item B. Resolution Authorizing a Cash Rent Farm Lease with Craig Hill for Two DeWitt County Farms

R2026-09 Item C. Resolution Authorizing a 2026 Cash Rent Farm Lease with Peter Pistorius for Farm #5 in Harristown

R2026-10 Item D. Resolution Authorizing a Sourcewell Contract to Martin Equipment for the Purchase of Two (2) Backhoes

R2026-11 Item E. Resolution Authorizing a Sourcewell Contract for the Purchase of Four (4) Dump Trucks

R2026-12 Item F. Resolution Authorizing a Sourcewell Contract to Martin Equipment for the Purchase of One (1) Skidsteer

R2026-13 Item G. Resolution Authorizing Payment to the Macon County Law Enforcement Training Center for New Police Officer Recruit Training (Recruit Class 25-27)

R2026-14 Item H. Resolution Approving Reappointments - Zoning Board of Appeals
Item I. Receiving and Filing of Minutes of Boards and Commissions

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

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

There being no Other Business, Mayor Moore Wolfe called for Recess to Closed Executive Session at 6:24 p.m. pursuant to Open Meetings Act Section 2(c)(1) the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body.

Council returned to the regular City Council meeting following Closed Executive Session at 6:52 p.m.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:52 p.m.

Approved _____
Kim Althoff
City Clerk

RESOLUTION NO. R2026-

**RESOLUTION AUTHORIZING APPOINTMENT
CITY MANAGER**

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

Section 1. That effective February 3, 2026, Melissa Hon is hereby appointed City
Manager of the City of Decatur for all purposes as set out in the statutes of the State of Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of February 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. R2026-

**RESOLUTION AUTHORIZING EMPLOYMENT AGREEMENT
CITY MANAGER**

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

Section 1. That the Employment Agreement between the City of Decatur, Illinois and Melissa Hon for the appointment by the City of Decatur of Melissa Hon as City Manager be, and the same is hereby, received, placed on file, approved and attached as Exhibit A.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal and attest said Employment Agreement on behalf of the City of Decatur.

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of February 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

CITY OF DECATUR EMPLOYMENT AGREEMENT OF CITY MANAGER

AGREEMENT made between City of Decatur, Macon County, an Illinois home rule municipality, hereinafter (“City”) and Melissa Hon, (hereinafter “City Manager”), City and City Manager are each a party to this agreement.

FOR VALUABLE CONSIDERATION, in hand received, City and City Manager agree:

ARTICLE I Appointment and Representation by Council

City desires to hire City Manager to become the Decatur City Manager beginning the 3rd day of February 2026.

ARTICLE II Obligations of City Manager

2.1 Work. City Manager will:

- (a) Report to Mayor and keep the Mayor and Council fully informed of City matters;
- (b) Assume the role and perform the responsibilities described in attached Exhibit “A,”
- (c) In their performance of the “Work” described in attached Exhibit “B,” act as municipal manager and administrative head of City’s municipal government responsible for efficient administration of all City departments;
- (d) Perform the powers and duties of a “manager” set forth in §5-3-7 of the Illinois Municipal Code (Code”);
- (e) Abide by all rules, regulation, policies, procedures, duties and obligations which are periodically adopted by City and by all amendments to Exhibits “A” and “B” and §5-3-7 of the Code; and,
- (f) Cooperate with City in (i) defense or prosecution of any claims or actions now in existence or which may be brought in the future against, or on behalf of, City; or (ii) in connection with any examination or review of any federal or state regulatory authority, and City shall reimburse City

Manager for any reasonable expenses incurred by City Manager in compliance with the subparagraph (f).

2.2 Place of Residence. City Manager will maintain a permanent residence within the City's corporate limits during the term of this agreement.

2.3 Oath and Bond. City Manager will take and subscribe the oath required by the Illinois Constitution and will execute a bond, with surety, as required by §5-3-9 of the Code. City Manager shall faithfully perform their duties and provide that the bond shall be in full force and effort during their entire tenure of employment.

2.4 Standard of Work. City Manager will devote their best efforts and full professional time, attention, skill and energy to performance of their work to the satisfaction of Council. City Manager will not engage in any conduct or make any statements or representations which in opinion of Council impair the reputation or goodwill of City or cause disruption in City services. City Manager will maintain harmonious working relationships with Mayor, Council, City personnel and members of the community. City Manager is expected to be active in the community and belong to professional organizations which benefit City and provide for interaction with community members.

2.5 Hours of Work. Duties of City Manager will require work both during regular business hours and on weekends, evenings, and other irregular hours at location(s), including City's administrative offices and elsewhere. Work during irregular hours and at other locations is of equal importance and included in normal, daily duties and responsibilities. In order to provide City Manager with a reasonable limitation on the total number of work hours required in any given week, City Manager may reasonably determine work hours necessary for their position, but in no event shall the number of work hours be less than 40 hours per week.

2.6 Physical Examination. If in the opinion of Council, City Manager has become physically or mentally impaired due to sickness or injury to the extent City Manager is unable to perform their work hereunder, City may require City Manager to submit to an independent physical, mental, or toxicological examination(s) for purposes of determining City Manager's physical and mental fitness to perform their work at City's cost and at such reasonable time or times and by such physician(s) as City may designate. Failure to submit to such examination(s) is cause for suspension or immediate; termination *for cause*.

If the independent examiner opines that the City Manager is not capable of performing their job, City Manager shall be placed on administrative leave. If City Manager's leave exceeds one (1) month, the City may terminate this Agreement "*for cause*."

ARTICLE III
Obligations of City

- 3.1 **Compensation.** City shall pay City Manager, and City Manager will accept as compensation for work hereunder, the payments specified in, or determined in accordance with the attached Compensation and Benefit Policy, which is attached hereto as Exhibit "C" and made a part of this Agreement.
- 3.2 **Benefits.** City agrees to provide the benefits specified in, or determined in accordance with the attached Compensation and Benefit Policy in Exhibit C.
- 3.3 **Work Review.** Council shall give City Manager an annual review of their professional performance using a process mutually acceptable to Council and City Manager and shall specifically address the performance of City Manager's work required herein. As part of this performance review process, the Council shall also consider increases to the City Manager's compensation that are appropriate based upon their job performance over the past year.

ARTICLE IV
Term of Employment

- 4.1 **Term.**
- Term.* City Manager's appointment is for an indefinite term pursuant to 65 ILCS 5/5-3-7; unless terminated in accordance with Article V below.

ARTICLE V
Termination and Suspension of Employment

- 5.1 **City For Cause.** Council may terminate City Manager's employment *for cause*:
- (a) If City Manager has violated local, state or federal laws or regulations prohibiting the harassment of another person on the basis of sex, race, color, religion, national origin, ancestry, age, marital status, physical or mental handicap, genetic information, sexual orientation or citizenship status, sufficient evidence has been provided thereof, and Council determines such violation(s) to be material and intentional; or
 - (b) If City Manager repeatedly fails to enact directive given by a majority vote of the City Council; or
 - (c) If City Manager materially or substantially violates any of the confidentiality restrictions contained in Article VI below or any of the conflict of interest restrictions contained in Article VII below; or

(d) If City Manager is convicted (to include entry of a plea of guilty or *nolo contendere*) by a court of competent jurisdiction of commission of a criminal act which adversely affects City's reputation; or

(e) If City Manager commits an unethical or fraudulent act in the performance of their work, and sufficient evidence thereof has been provided and verified as an unethical or fraudulent act based upon commonly accepted codes of conduct as set forth by the International City/County Management Association, and the Council has determined the consequences to be adverse to the City; or

(f) If upon Council's request City Manager fails to promptly submit to the physical, medical or toxicological examination(s) described in Section 2.6 above; or

(g) If City Manager tests positive for use of alcohol or illegal drugs (including drugs that are legal with a prescription if City Manager does not possess a valid prescription) which violates the City personnel policy.

5.1.1 If Council is considering terminating employment on the basis of subparagraphs (a) or (b) of Section 5.1 above, Council must specify the violation or failure in a Notice to City Manager prior to terminating employment, and Council must then allow City Manager at least a 30-day period to correct or substantially cure the violation or failure.

5.2 **City Without Cause.** Upon majority vote of Council, City Manager's employment may be terminated *without cause* by the delivery of a 60-day notice specifying the date of termination.

5.3 **City Manager.** City Manager may terminate employment;

(a) *For cause* if City has failed to perform any of the provisions of this Agreement which City is required to perform; or

(b) *Without cause* which shall foreclose City Manager from receiving the severance as provided herein.

5.3.1 If City Manager is considering terminating employment on the basis of subparagraph (a) of Section 5.3 above, they must deliver a Notice to the City specifying the failure prior to terminating and then the City shall have 30 days to correct, or substantially cure, the failure.

5.3.2 If the City Manager is terminating employment on the basis of subparagraph (b) of Section 5.3 above, they must deliver a notice to the City that they intend to resign within 30 days of the notice.

5.4 **Disability.** Employment will terminate upon City Manager's "Disability" continuing for 30 consecutive days. "Disability" means City Manager is unable to reasonably perform the duties of their work hereunder due to a physical or mental

condition (including sickness or injury) as determined by an independent medical examination.

5.5 **Death.** Employment will terminate immediately upon City Manager's death.

5.6 **Mutual Agreement.** Employment may be jointly terminated by City and City Manager on mutually agreeable terms set forth in writing and signed by both parties.

5.7 **Suspension.** Council by majority vote, may temporarily suspend City Manager in lieu of termination contemplated by Section 5.1. with or without full pay and benefits, if City Manager has been given Notice stating the reasons for such suspension. Said Notice must be provided to City Manager at least 10 days prior to a Council session where City Manager, Mayor and Council may be heard on the stated reasons for suspension.

5.8 **Termination Arrangements.** Immediately upon termination of City Manager's employment, regardless of reason for termination, City Manager (or their legal representatives) will surrender all Confidential Information and other materials as required in Article VI below, and the equipment furnished by City, including, but not limited to, credit card, City-owned cell phone, iPad and/or laptop computer; keys, City credentials or identification, and computer password(s).

ARTICLE VI

Confidential Information

6.1 **Confidential Information.** City Manager agrees by reason of their employment they will have access to confidential information of City (and its vendors, suppliers, customers, and others having business dealings with City) including, without limitation, personnel data, trade information and knowledge pertaining to services provided by City, the costs, rates and charges sought by City in exchange therefore, costs of doing business, internal operating procedures, and information related to relationships between City and its vendors, suppliers, customers, and others having business dealings with City (collectively, "Confidential Information"). City Manager acknowledges the Confidential Information is a valuable and unique asset of City and agrees that both during and after the term of their work with City, they will not disclose, divulge or communicate to any person or use any Confidential Information (except as their work as an employee of City may require) without written consent of Council. City Manager further agrees that all files, letters, memoranda, reports records, spreadsheets, data sketches, drawings, program listings or other written, photographic, or other tangible materials containing Confidential information, whether created by City Manager or others, which shall come into their possession are the exclusive property of City to be used by City Manager only in performance of their work for City. All records or copies thereof and all tangible property of City in possession of City Manager shall be delivered to City immediately upon (a) a request by City; or (b) termination of City Manager's employment. The obligation of confidentiality imposed by this Article VI shall not apply to information required by law, regulation or judicial or government authorities to be non-observance of their obligation hereunder, but if disclosure is required by law, City Manager will give

City prompt notice upon learning of such requirement so that City may file a request for a protective order or for such other relief as City deems appropriate.

6.2 **No Interest of License.** City Manager agrees they have no interest in the Confidential Information, and City Manager will not claim any interest or license in any Confidential Information.

6.3 **Copies.** Except for use by City Manager for the benefit of City during their employment, City Manager will not copy, reproduce, download, upload, transfer, or make any extract, reproduction or duplicate of any Confidential Information.

6.4 **Breach.** If City Manager breaches, or threatens breach, of this Article VI, City shall have the rights and remedies set forth herein, each of said rights and remedies shall be independent of the other(s) and severally enforceable. All of said rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to City under law or described herein, and may not be reasonably or adequately compensated in money damages. Thus, City shall also be entitled to permanent and temporary injunctive and equitable relief and, pending determination of any dispute with respect to such violation or breach, no bond or security shall be required.

ARTICLE VII **Survival of Obligations**

7.1 **Survival.** Upon termination of City Manager's employment, regardless of reason for termination, the provisions of Section 2.1(f), Section 5.8, Article VI, Section 8.1, Section 8.2 and Section 8.3 shall continue in full force and effect.

ARTICLE VIII **Miscellaneous Provisions**

8.1 **Adverse Publicity.** Upon termination of employment, City Manager will make all reasonable efforts to ensure City is not subjected to disparaging comments or adverse publicity.

8.2 **Notices.** All Notices shall be in writing and delivered in person, or by overnight delivery service with receipt, or deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the address set forth below, or at such other place as a party may designate by written notice to all parties. A Notice shall be deemed given: (i) if personally delivered, on the date delivered; (ii) if by overnight delivery service, on the date delivered to the addressee; and (iii) if by mail, five (5) days after mailing.

To City Manager: Melissa Hon
 1 Gary K. Anderson Plaza
 Decatur, IL 62523

To Mayor: City of Decatur
 Attn: Mayor

1 Gary K. Anderson Plaza
Decatur, IL 62523

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

Copy to: City of Decatur
Attn: Corporation Counsel
1 Gary K. Anderson Plaza
Decatur, IL 62523

8.3 **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and legal representatives.

8.4 **Non-Waiver.** Failure of either party to require strict compliance by the other party with any provision of the Agreement on one or more occasions will not constitute a waiver of the right to require strict compliance with the provision on any later occasion.

8.5 **Illinois Law and Venue.** The Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

8.6 **Modification of Agreement.** Any modification of Agreement or additional obligation assumed by either party in connection with Agreement will be binding only if evidenced in writing signed by each party.

8.7 **Severability.** Each provision of Agreement is separable from the whole. If any portion of Agreement is determined invalid, that invalidity will not impair the remaining provisions of Agreement.

8.8 **Headings.** Titles to articles, sections and paragraphs of Agreement are solely for convenience and will not be used to explain, modify, or aid in interpretation of the provisions of the Agreement.

8.9 **No Third Party Rights.** Nothing herein will grant any right or interest hereunder to any person not specifically identified as a party hereto.

8.10 **Assignments and Successors.** Parties are barred from assigning or delegating the rights and/or duties set forth herein, and any attempted assignment of delegation will be null and void.

8.11 **Entire Agreement.** Agreement and attached exhibits will constitute the entire Agreement between the parties, and any prior understanding or representation of any kind

preceding the Effective Date, will not be binding upon either party except to the extent incorporated herein.

IN WITNESS WHEREOF, the parties hereto have duly executed Agreement on February 2, 2026, to be effective on the Effective Date.

CITY OF DECATUR

BY: _____
JULIE MOORE WOLFE, Mayor

Attested to February 2, 2026

(SEAL)

BY: _____
KIM ALTHOFF, City Clerk

CITY MANAGER



MELISSA HON

Attachments:

Exhibit A	City Manager Roles and Responsibilities
Exhibit B	City Manager – City Manager’s Office
Exhibit C	Compensation and Benefit Policy

EXHIBIT "A"

CITY OF DECATUR EMPLOYMENT AGREEMENT OF CITY MANAGER CITY MANAGER ROLES AND RESPONSIBILITIES

STATUTORY OBLIGATIONS: In addition to all assigned tasks and the obligations set forth herein, the City Manager agrees to fulfill the obligations set forth in §5-3-7 of the Illinois Municipal Code (65 ILCS 5/5-3-7 (2016)) and any and all amendments hereafter.

ROLE:

- **Chief Administrator:** In the context of local government, the chief administrator is the leader and manager of all departments and services and the chief employer of City employees, similar to a private sector corporate President.
- **Enforcement Officer:** Enforce all laws and policies of the City Council.
- **Fiscal Officer:** Prepare and administer the budget and funds of the City.
- **Employer:** Hire, direct, develop, evaluate performance, discipline employees.
- **Policy Advisor:** Recommend to City Council measures of law or policy.
- **Emergency Response:** In accord with the emergency authority of the Mayor, coordinate the technical responsibilities of staff members and other agencies for emergency response.

RESPONSIBILITIES:

1. City Council specifies top priority issues and projects for focused attention by the City Manager and staff. The City Manager will provide written update reports to the Council and staff about the status and progress of each.
2. Additional Responsibilities:
 - Set a positive cast on accomplishments and problem-solving.
 - Promote an open relationship with Mayor and City Council.
 - In trust with the Mayor, keep the City Council fully informed in a timely fashion about good and bad news.
 - Promote and carry out the communications policies of the City.
 - Provide reports from organizations receiving City funds.
 - Stay informed about municipal trends and practices and keep City Council informed.
 - Manage the services and accomplishments of the City according to the Council's vision and goals.
 - Anticipate City government problems and potential solutions.

- Organize staff resources for services and recommendations to City Council.
- Use City resources wisely and efficiently.
- Be proactive in the role of City Manager, and think “outside the box” about methods and resources
- Serve as a conduit for communications between City Council and staff.
- Set the tone and exhibit a positive attitude for the staff and employees.
- Set Council meeting agendas in collaboration with the Mayor.
- Promote collegial trust among Councilmembers, the City Manager and staff.
- Initiate policy recommendations to the City Council.
- Support and uphold the Illinois Constitution, statutes and the Decatur Code of Ordinances.

EXHIBIT “B”
CITY OF DECATUR
EMPLOYMENT AGREEMENT OF CITY MANAGER
CITY MANAGER’S OFFICE

NATURE OF WORK:

The City Manager is the chief administrative officer of the City of Decatur. As the chief administrative officer, the City Manager provides professional counsel to the City Council, represents the City to all its citizens, and provides guidance to and supervision of all operating units and employees of the City.

SUPERVISION RECEIVED:

Work is performed with professional independence under the general direction of the City Council and is reviewed through reports prepared and the observation of results obtained in the implementation of policy.

SUPERVISION EXERCISED:

Exercises direct supervision over all department heads and indirect supervision over all personnel employed by the City of Decatur.

EXAMPLES OF WORK (Including but not limited to the following)”

1. The City Manager is responsible for supervising the administrative affairs of the City, carrying out the policies formulated by the Council, serving as the chief spokesperson for the City, and providing professional guidance to the Council.
2. In carrying out these functions, the City Manager is required to:
 - A. Appoint and, when necessary, suspend or terminate all officers and employees of the City, except as otherwise provided by statute or ordinance;
 - B. Prepare an annual budget for submission to the Council, and be responsible for the implementation of the adopted budget;
 - C. Attend meetings of the City Council and participate in the Council’s deliberations;
 - D. Advise the Council on an ongoing basis of the current problems and future needs of the City and recommend for the Council’s consideration solutions and directions in the best interest of the City and its citizens.

- E. Recommend to the Council, as appropriate, the adoption of such measures as they may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services;
 - F. Represent the City as required at public meetings, hearings, and public gatherings.
- 3. Performs related work and other duties as assigned by the Mayor and a majority of City Council.

REQUIRED KNOWLEDGE SKILLS AND ABILITIES:

- 1. In-depth knowledge of the principles and practices of local government administration.
- 2. In-depth knowledge of the principles and practices applicable to each of the principal functions and services of the City of Decatur.
- 3. Effective data collection analysis and writing skills.
- 4. Effective communication and public relations skills.
- 5. High energy level.
- 6. Ability to work effectively with lay councilmen and reconcile differences of opinion.

NOTE: This position is filled by appointment of the City Council.

EXHIBIT "C"
CITY OF DECATUR
EMPLOYMENT AGREEMENT OF CITY MANAGER
Compensation and Benefit Policy

The following is City's Compensation and Benefit Policy (Policy) for Melissa Hon for City Manager and is incorporated into the preceding Employment Agreement of City Manager for City of Decatur, Illinois.

A. Compensation

1. **Salary.** City Manager shall receive a salary at an annual rate of Two Hundred and Twenty-Five Thousand Dollars (\$225,000.00) commencing on the Effective Date of the Agreement; and such salary shall be payable in semi-monthly installments equalized in accordance with the pay plan applicable to City employees. City Manager shall receive a minimum annual increase to their salary based upon the Midwest Region CPI-4 twelve-month Consumer Price Index percentage change prevailed by the U.S. Bureau of Labor Statistics set forth in the month of January 2027 and each January thereafter during the terms of City Manager's employment.
2. **Severance.** If Agreement is terminated by City without cause or by City Manager for cause as provided in the Agreement, City shall pay monthly severance to City Manager for twenty (20) weeks equal to City Manager's most recent monthly salary, following City's receipt of an executed release, binding upon City Manager and releasing and waiving any and all claims, actions, demands, causes of action and/or demands against City, Mayor, any member of Council, or any other person for whom City will have liability for acts or omissions. Release will be in a form acceptable to City.
3. **Final Compensation.** Nothing contained herein shall release City from compensation owed to City Manager in accordance with the laws of the State of Illinois, including any final paycheck, accrued benefits and compensation for accrued but unused vacation days as provided in City policies. Final compensation, as defined herein, shall be in addition to any severance payment that may be required by this Agreement.

B. Benefits.

1. **Vacations.** The length of City Manager's annual vacations shall be:
 - (a) Immediately after the Effective Date City Manager shall have six weeks (240 hours) placed in their vacation leave bank. City Manager shall earn six weeks (240 hours) of additional vacation days on each February 3 thereafter.
 - (b) Upon 30-day advance notice to Mayor and Council, City Manager, at their option, may carry two weeks of untaken vacation from one year to next. City Manager acknowledges receipt of the City Personal Policy and shall abide by all other terms in the policy related to paid benefit time, and other topics, except where superseded by the provisions of this Agreement.
2. **Group Health, Dental and Vision Insurance.** Per City policy
3. **Sick Leave.** Per City policy.
4. **Personal Leave and Holiday Days.** City Manager shall receive personal leave and holiday leave per City policy.
5. **Public Official Liability Insurance.** City shall provide City Manager with public official liability insurance in accordance with such provided other officer of City.
6. **Life Insurance.** City Manager shall be provided life insurance per City policy.
7. **Business Expenses and Professional Development.**
 - (a) City shall reimburse City Manager for reasonable business expenses incurred by them in performance of their work in accordance with City's reimbursement policy, or if City Manager receives authorization from Mayor.
8. **Retirement/Pension.** City Manager shall be provided retirement/pension per City policy.

C. MISCELLANEOUS

1. **Employment Status.** It is expressly acknowledged by City and City Manager that City Manager, in performance of work pursuant to Agreement, is an employee of City and exempt under state and federal wage and hour statutes. City shall deduct from compensation paid pursuant to this Policy, any sums for income tax, unemployment insurance, social security or any other withholdings as are required from time to time by law, this Agreement, City Policy, or other requirement of any governmental body to be withheld from an employee's compensation.

2. **Technology Equipment.** The City will provide the employee with a laptop computer as well as a smartphone and other usual and customary technology equipment to be used primarily for business purposes.
3. **Vehicle Allowance.** The City shall provide employee with a vehicle allowance of Five Hundred Fifty Dollars (\$550.00) per month. Mileage reimbursement for miles driven outside of Macon County will be in accordance with City policy.

LETTER to the DECATUR CITY COUNCIL
Finance Department

DATE: January 28, 2026

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Budget Reconciliation Ordinance Appropriating Additional Monies for the Purpose of Defraying the Expenses for Certain Funds of the City of Decatur, Illinois for the Fiscal Year Ending December 31, 2025

SUMMARY RECOMMENDATION:

City Administration recommends City Council approval of the attached Ordinance.

BACKGROUND:

City Council adopted the Fiscal Year 2025 Budget and Appropriation Ordinance 2024-165 on November 18, 2024 for the purpose of defraying the expenses of certain departments and funds of the City of Decatur for the fiscal year beginning January 1, 2025 and ending December 31, 2025.

It is now necessary to reconcile the budget and appropriate additional funds for operational expenditures for the City to effect provision of services to citizens not anticipated at the time the City Council adopted Ordinance 2024-165.

- General Fund 10. Amend budget to include expenditure of \$6,256,177 for money transfers to other funds, including \$4,500,000 transfer to the Strategic Initiative Fund, and other transfers of \$1,756,177.
- Federal Drug Fund 30. Amend budget to include \$40,000 to defray the cost of unanticipated expenditures.
- Building Fund 34. Amend budget to include \$665,000 to defray the cost of facility mechanical improvement cost not envisioned and included in the 2025 budget.
- Municipal Band Fund 36. Amend budget to include \$7,000 to defray the cost of unanticipated expenditures.
- Capital Project Fund 45. Amend budget to include \$2,000,000 to defray the cost of capital expenditure for improvements to the library and municipal service facility not included in the 2025 budget.
- Library Capital Fund 58. Amend budget to include \$52,000 to defray the cost of unanticipated expenditures.

- Fleet Maintenance Fund 60. Amend budget to include expenditure of \$1,500,000 for money transfer to Fund 61 Equipment Replacement Fund.
- Risk Management Fund 64. Amend budget to include \$2,137,825 to defray costs of liability suits.
- Fire Pension Fund 90. Amend budget to include \$901,000 to defray the cost of pension benefit expenditures, not budgeted, in this non-city money fiduciary fund.
- Police Pension Fund 91. Amend budget to include \$760,000 to defray the cost of pension benefit expenditures, not budgeted, in this non-city money fiduciary fund.
- ITEG Fund 92. Amend budget to include \$9,000 to defray the cost of expenditures, in this non-city money fiduciary fund.

These additional budget appropriations are offset by budget expenditure reductions as follows:

- State Motor Fuel Tax Fund. Reduction of \$11,200,000 of money budgeted for capital project expenditure not incurred.
- Public Transit Fund 70. Reduction of \$15,350,000 of money budgeted for capital project expenditure not incurred.
- Sewer Fund 77. Reduction of \$9,000,000 of money budgeted for capital project expenditure not incurred.
- Water Capital Fund 81. Reduction of \$13,800,000 of money budgeted for capital project expenditure not incurred.

POTENTIAL OBJECTION:

There are no known objections to this resolution request.

INPUT FROM OTHER SOURCES:

No input from other sources.

STAFF REFERENCES:

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

BUDGET/TIME IMPLICATIONS:

Approval of this ordinance will allow the City to secure appropriation spending authority for the full fiscal year expenditures for the funds identified in this ordinance.

ORDINANCE NO. 2026 –

**BUDGET RECONCILIATION ORDINANCE APPROPRIATING
ADDITIONAL MONIES FOR THE PURPOSE OF DEFRAYING THE
EXPENSES FOR CERTAIN FUNDS OF THE CITY OF DECATUR,
ILLINOIS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025**

WHEREAS, on November 18, 2024, City Council adopted the Fiscal Year 2025 Budget and Appropriation Ordinance 2024-165 for the purpose of defraying the expenses of several departments and funds of the City of Decatur for the fiscal year beginning January 1, 2025 and ending December 31, 2025.

WHEREAS, it is now necessary to appropriate additional funds for operational expenditures for the City to effect provision of services to its citizens which were not anticipated at the time the City Council adopted Ordinance 2024-165.

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

SECTION 1. The following amounts are hereby appropriated in fiscal year ending December 31, 2025 and set apart within the following designated funds for expenditures as follows:

Fund	\$ Amount
General Fund 10	6,256,177
Federal Drug Fund 30	40,000
Building Fund 34	665,000
Municipal Band Fund 36	7,000
Capital Project Fund 45	2,000,000
Library Capital Fund 58	52,000
Fleet Maintenance Fund 60	1,500,000
Risk Management Fund 64	2,137,825
Firefighter Pension Fund 90	901,000
Police Pension Fund 91	760,000
ITEG Fund 93	9,000
Total	14,328,002

SECTION 2. This Ordinance shall be in full-force and effect after its passage by the Council and approval by the Mayor.

PRESENTED and ADOPTED this 2nd day of February 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk

**COUNCIL MEMO
EXECUTIVE DEPARTMENT
NO. 2026-02**

DATE: February 2, 2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, Interim City Manager

SUBJECT: A Resolution approving a development agreement by and between the City of Decatur, Illinois and Broadwing Energy, LLC

RECOMMENDATION: Approval of the Resolution

BACKGROUND: The developer, Broadwing Energy, LLC, a Delaware limited liability company, proposes to build a new, gas-fired, low-carbon power generation project that is the first-of-its-kind power plant that will supply low-carbon electricity and steam for processing operations by Archer Daniels Midland (ADM). The Project will be located at 2903 N Brush College Rd., and the construction of the plant is expected to have a total economic impact of \$1 billion dollars. The developer anticipates 30 full time job opportunities once the plant is online and fully operational.

The project will require a new water main and sanitary sewer lift station and force main. The City of Decatur will be responsible for the design and construction of the water main and Broadwing will be responsible for 100% of all reasonable costs incurred with the design and construction of the water main, including construction engineering and easement acquisition.

Broadwing will also be responsible for deeding 1.5 acres of the proposed sanitary sewer lift station site and necessary force main and gravity sewer easements to the City of Decatur for \$1.00. Broadwing will be responsible for 50% of the total cost of the design, construction and easements of the sanitary sewer lift station and force main actually incurred, currently estimated to be \$12 million, and the City will be responsible for the design and construction of the sanitary sewer lift station and force main. Additionally, the City agrees to fund 50% of the project costs for the sanitary sewer lift station and force main, currently estimated to be \$12 million.

The project will enhance the tax base of the City, and the infrastructure improvements will serve the further development of adjacent areas as well. The City anticipates generating a full return on investment of \$12 million within two years of the plant being fully operational.

POTENTIAL OBJECTIONS: Staff is not aware of any objection.

STAFF REFERENCE: Melissa Hon at mhon@decaturil.gov

RESOLUTION NO. 2026 -
RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF DECATUR, ILLINOIS AND BROADWING ENERGY, LLC

WHEREAS, the City of Decatur, Illinois (the “City”), is a home-rule unit of local government organized under the laws of the State of Illinois and is authorized to enter into economic incentive agreements in order to encourage the development or redevelopment of land within the corporate limits of the City; and,

WHEREAS, the City has identified certain areas within its municipal boundaries where private development or redevelopment would significantly improve its tax base and the tax base of all the affected taxing districts; and,

WHEREAS, Houston-based Broadwing Energy, LLC, a Delaware limited liability company (the “Developer”) develops and invests in high-impact power and industrial energy transition projects and technologies targeting near-zero carbon emissions; and,

WHEREAS, Broadwing, owned by Developer, is a new, gas-fired, low-carbon power generation project in Decatur, Illinois (the “Project”); and,

WHEREAS, the Project will be located at 2903 N Brush College Rd. (PIN: 04-13-06-200-003) (the “Property”); and,

WHEREAS, the Property is vacant and has remained vacant for at least one year; and,

WHEREAS, the Developer has entered into an Agreement to purchase 2903 N Brush College Rd. (PIN: 04-13-06-200-003) from the current private owner; and

WHEREAS, the Project is expected to create job opportunities within the City and serve to the further development of adjacent areas as well as the City; and,

WHEREAS, without the terms set forth in the Development Agreement, this Project would not be possible; and,

WHEREAS, Developer meets high standards of creditworthiness and financial strength; and,

WHEREAS, the Project will enhance the tax base of the City; and,

WHEREAS, the Mayor and City Council of the City have determined that it is in the best interests of the City and the health, safety and welfare of its residents, for the City to support the Project as set forth in the attached Development Agreement marked as Exhibit 1.

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

Section 1. That the Development Agreement by and between the City of Decatur, Illinois and Broadwing Energy, LLC, a Delaware limited liability company, attached hereto and made a part hereof, is hereby approved.

Section 2. The City Manager is hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

Section 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

Section 4. This Resolution is enacted pursuant to the home rule authority of the Decatur, granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. That the Mayor and City Clerk be, and they are hereby, authorized and directed to sign, seal and attest said Agreement on behalf of the City of Decatur.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK



DEVELOPMENT AGREEMENT

by and between

THE CITY OF DECATUR, ILLINOIS

and

BROADWING ENERGY, LLC

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this ____ day of _____ 2026, by and between the City of Decatur, Illinois, an Illinois municipal corporation ("City"), and Broadwing Energy, LLC, a Delaware limited liability company ("Developer").

PREAMBLES

WHEREAS, the City is a duly organized and validly existing home-rule municipality pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and as such, may exercise any power and perform any function pertaining to its government and affairs; and,

WHEREAS, the Mayor and City Council of the City ("Corporate Authorities") have acknowledged that one of the primary goals of local government is to promote the health, safety and welfare of its citizens by encouraging private investment in industry, business, and housing in order to enhance the City's tax base, ameliorate blight and provide job opportunities for its residents; and,

WHEREAS, the Corporate Authorities have also acknowledged that in order to accomplish its goal to promote the health, safety and welfare of its citizens, there is often a need for economic assistance to address some of the extraordinary measures required to accomplish private investment in industry, business and housing; and,

WHEREAS, the Developer is looking to acquire property at 2903 N. Brush College Road (PIN: 04-13-06-200-003) as further described on Exhibit A ("Property") to develop a new, gas-fired, low-carbon power generation project in Decatur, Illinois ("Project"); and,

WHEREAS, in order to induce the Developer to proceed with the needed improvements to the Property, the City is prepared to make commitments to the Developer, and, upon satisfaction of commitments made by the Developer, to share in the expense of certain costs incurred in connection with required improvements to the Property.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

All of the recitals contained in the Preambles to this Agreement are hereby incorporated into this Agreement as if restated in this Section.

Section 2. Obligations of the Developer.

A. The Developer will be responsible for reasonable costs actually incurred for materials specified in project design documents, contractor labor and supervision costs, transportation, and contractor change orders approved by Developer in connection with the design and construction of the water main improvements necessary for the City to provide water service to the Project, including construction engineering and easement acquisition, currently estimated to be \$25,000,000. The water main improvements consist of a pipeline from the intersection of Martin Luther King Jr Drive and Garfield Ave to the intersection of Brush College Rd and Hubbard Ave to increase the capacity. The total cost of the water main improvements shall not exceed \$25,000,000 without advance written consent by Developer.

B. The Developer will provide payment to the City within thirty (30) days upon receipt of City invoice, for expenses incurred by the City for the design and construction of the water main improvements, commencing the first month after design has begun and will continue until the project is completed.

C. The Developer will be responsible for deeding, or causing the current landowner to deed, approximately 1.5 acres of the proposed sanitary sewer lift station site (the "Lift Station Property") and necessary force main and gravity sewer easements to the City of Decatur for \$1.00 prior to City having any obligation to proceed with any and all design work necessary for the proposed sanitary sewer lift station site and necessary force main and gravity sewer easements. If this Agreement is terminated prior to the commencement of the construction of the proposed sanitary lift station, the City will promptly convey fee simple title to the Lift Station Property to Developer on terms and cost identical to those for which the Lift Station Property was deeded to the City.

D. The Developer will be responsible for fifty (50) percent of the total reasonable cost actually incurred for materials specified in project design documents, contractor labor and supervision costs, transportation, and contractor change orders approved by Developer in connection with the design, construction and easements of the sanitary sewer lift station and force main necessary for the City to provide sewer service to the Project with a design sizing of a minimum of 3 mgd, currently estimated to be Twelve (12) Million Dollars. Such total cost shall not exceed \$12,000,000 without advance written consent by Developer.

E. The Developer will provide payment to the City within thirty (30) days upon receipt of City invoices, during the design and construction of the sanitary sewer lift station and force main including fifty (50) percent of the past and future costs actually incurred with the current \$1,388,660 design agreement and continuing until the project is completed.

Section 3. City's Obligations.

A. At the request of the Developer, and funded through monthly payments by the Developer, the City will be responsible for the design and construction of the water main improvements to be completed and commissioned no later than August 1, 2029, absent unreasonable delays caused by Developer, which design shall be in accordance with all applicable federal, state and local laws and regulations. City shall retain licensed and bonded contractors with professional experience and qualifications necessary to design and construct the water main improvements in conformance with the customary standard of care in the industry. Developer shall be given a reasonable opportunity to review and approve the Project scope and specifications, all material contracts with contractors (>\$50,000), terms and conditions, schedule and milestones, and cost estimates prior to the City proceeding with the bid process or executing any such contract for which Developer will be expected to reimburse costs. A Project schedule, notices, change in schedule will be provided to Developer as the Project progresses for its timely review and approval.

B. Once the water main improvements are complete, the City will retain ownership and provide all future maintenance of the water main in accordance with all applicable federal, state and local laws and regulations.

C. The City will provide to the Developer regular opportunities for input throughout the design process for the water main improvements, including invitations to regular meetings, providing copies or reports of those meetings and opportunities to change the course of the project or end the project. The Developer must provide a thirty (30) day written notice to the City to end such project and must reimburse the City for all costs incurred up to the date of termination. Definitive values and dates related to the water main project will be provided once the construction project is under contract.

D. Provided the Developer has satisfied the requirements as stated in Section 2D above, the City hereby agrees to be responsible for the design and construction of the sanitary sewer lift station and force main to be completed and commissioned as soon as reasonably practicable and in any event no later than August 1, 2029, absent any unreasonable delays caused by Developer. City shall retain licensed and bonded contractors with professional experience and qualifications necessary to design and construct the water main improvements in conformance with prudent industry practices. Developer shall be given a reasonable opportunity to review and approve the Project scope and specifications, all material contracts with contractors (>\$50,000), terms and conditions, schedule and milestones, and cost estimates prior to the City proceeding and executing any such contract for which Developer will be expected to reimburse costs. A Project schedule, notices, change in schedule will be provided to Developer as the Project progresses for its timely review and approval.

E. The City will provide the Developer with regular opportunities for input throughout the design process for the sanitary sewer lift station and force main, including invitations to

regular meetings, providing copies or reports of those meetings and opportunities to change the course of the project or end the project. The Developer must provide a thirty (30) day written notice to the City to end such project and must reimburse the City for 50% of all costs incurred up to the date of termination. Definitive values and dates related to the sanitary sewer lift station project will be provided once the construction project is under contract.

F. A Project schedule, notices, change in schedule, and review and approval will be provided to Developer as the Project for the sanitary sewer lift station and force main progresses.

Section 4. Pledged Funds.

A. The construction of the sanitary sewer lift station and force main (and the Developer's bond and letter of credit obligations in this Section 4) shall be conditioned on the City securing the necessary financing for their fifty (50) percent of the project costs no later than the earlier of (i) the date on which the City selects and accepts a bid from a contractor in accordance with this Agreement and (ii) January 1, 2028. If the City fails to obtain such financing for its portion of the costs, City and Developer will meet and confer as to how to proceed.

B. The Developer will be required to issue a construction bond or letter of credit for their fifty (50) percent cost share for the construction of the sanitary sewer lift station and force main.

C. The Developer will be required to issue a bond or letter of credit, acceptable to the City, for a minimum of Twelve (12) Million Dollars for their expected user fees to be held for the term of the City's financing. The City will be using sanitary sewer user fees produced by the lift station users to finance the construction project, and the Developer is the only connection currently planned for the station. Such bond or letter of credit can be reduced yearly as the City's financing cost is reduced, or as additional users connect to the station.

D. The City will hold the construction bond or letter of credit for the sanitary sewer lift station, and force main. In the event that the Developer fails to pay its estimated Twelve (12) Million Dollar share of the construction project, as defined in Section 2, the City can call in the bond or letter of credit for payment.

E. The Developer will be required to bond or provide a letter of credit for 100% of the construction of the water main.

F. The City will hold the construction bond or letter of credit for the water main in the event that the Developer fails to make monthly payments to the City for the estimated \$25 million construction project, or should the Developer fail to complete their proposed project.

G. The City's contracts with contractors with respect to the water main improvements, sanitary sewer lift station and force main will contain the following provisions protecting Developer's interests and funding:

(1) Each contract will require that contractor meet a development timeline with milestones, monthly reporting, plan and permit review and approvals, and other standard contract terms Developer reasonably requires to gain confidence that water main improvements, sanitary sewer lift station and force main work will not delay Project;

(2) Each contract will provide that in the event that certain milestones and deadlines are not met, the contractor shall develop and submit a recovery action plan (including root cause analysis, corrective actions and revised schedule) to address delays, meet and confer with City and Developer; in addition, shall pay liquidated damages to City, which shall either offset project costs owed to such contractor or Developer's share thereof shall be promptly remitted to Developer.

(3) In the event that City defaults under the contracts with contractors, contractors shall provide notice to Developer and Developer shall have the right to cure such default to allow Developer to ensure that the water main improvements, sanitary sewer lift station and force main work will not delay Project;

In the event that a contractor misses milestones or defaults under its contracts with City with respect to the water main improvements, sanitary sewer lift station and force main, City shall provide notice within three (3) business days and the City and Developer shall meet and confer regarding the situation and the default. City shall not terminate the contract, fire the contractor, or replace the contractor without prior notice to, and conferral with, Developer.

Section 5. Remedies – Liability.

A. If, in the City's judgment, the Developer is in material default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. A default not cured as provided above shall constitute a breach of this Agreement unless the City grants the Developer additional time to accomplish the cure. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in paragraph (a) above have expired, the City may elect to exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or

unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement.

C. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. A default not cured shall constitute a breach of this Agreement unless the Developer grants the City additional time to accomplish the cure. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

D. If the City materially fails to fulfill its obligations under this Agreement after notice is given by the Developer and any cure periods described in paragraph (a) above have expired, the Developer may elect to exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the City, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the City insolvent or unable to pay the City's debts, or the City makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the City or for the major part of the City's property, the Developer may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the Developer, to forthwith terminate this Agreement.

E. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the City, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the City hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the City to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City. EACH PARTY WAIVES,

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THIS AGREEMENT.

Section 6. Term.

Unless earlier terminated pursuant to Section 5, the term of this Agreement shall commence on the date of execution of this agreement and end upon the earlier of (i) successful completion, commissioning and acceptance by the City, of the water main improvements, sanitary sewer lift station and force main, and when payment has been made in full by the Developer to the City; or (2) the termination of both projects by the Developer pursuant to Section 3C and Section 3E.

Section 7. Time; Force Majeure.

Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials due to tariff or trade restriction, failure or interruptions of power, restrictive governmental laws and regulations (other than City's laws, regulations, or actions), condemnations (other than by City), riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party whose performance is affected by such event shall provide notice to the other party promptly, and in any event within two (2) business days after initially becoming aware of such event, meet and confer, and use commercially reasonable efforts to mitigate the delay caused by the event. During the delay, except with respect to payment, the obligations prevented by the force majeure event shall be suspended, and when performance can be resumed, the affected party shall be entitled to an extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was caused by such Force Majeure. Once the event of Force Majeure has ended, the affected party shall provide notice to the other party and resume performance. If an event of Force Majeure extends beyond six (6) months, the Developer shall have a right to terminate this Agreement.

Section 8. Assignment.

This Agreement may not be assigned by the Developer without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed, except that Developer may assign this contract without City's written consent in favor of a party

providing financing or other financial accommodations to or for the benefit of the Project or Developer or to an affiliate of Developer.

Section 9. Developer's Indemnification.

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE DEVELOPER'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL THE DOLLAR AMOUNTS SET FORTH IN SECTION 2A AND SECTION 2D.

Section 10. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Section 11. Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 12. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer: Broadwing Energy, LLC
 c/o Low Carbon Infrastructure LP
 750 Town and Country Blvd., Suite 660
 Houston, TX 77024
 Attention: Jonathan Wiens, Chief Executive Officer

To the Developer: Broadwing Energy, LLC
 c/o Low Carbon Infrastructure LP
 750 Town and Country Blvd., Suite 660
 Houston, TX 77024
 Attention: Alex Tanton, General Counsel

To the City: City Manager
 City of Decatur
 #1 Gary Anderson Plaza
 Decatur, IL 61523

With a copy to: City of Decatur
 Corporation Counsel
 #1 Gary K. Anderson Plaza
 Decatur, IL 62523

Section 13. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 14. No Joint Venture, Agency or Partnership Created.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 15. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all the parties with the adoption of any ordinance or resolution of the City approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof.

Section 16. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Decatur, Illinois.

City of Decatur, an Illinois Municipal Corporation

By: _____

Julie Moore Wolfe, Mayor

Attest:

City Clerk

Broadwing Energy, LLC

Signed by:
By: Jonathan Wiens
0ED59B90864248B

Name & Position: Jonathan Wiens, President

Attest:

Exhibit A

Project Area – 2903 N Brush College Rd. (PIN: 04-13-06-200-003)

36.21 Acre Tract

That part of the Northeast $\frac{1}{4}$, of Section 6, Township 16 North, Range 3 East of the Third Principal Meridian, Macon County, Illinois, described as follows: beginning at an Iron Pin on the North line of said Section 6 lying 55.27 feet West of the Northeast corner of said Section 6; thence S.0°58'42"W.-516.28 feet along the West right of way line of Brush College Road to an Iron Pin; thence S.0°12'17"E.-865.48 feet along said right of way line to an Iron in on the North right of way line of the Illinois Central Railroad; thence S.89°21'43" W.-1145.32 feet along said railroad right of way line; thence N.0°02'25"W.-1372.55 feet to an Iron Pin on the North line of said Section 6; thence N.88°54'43"E.-1152.15 feet along said North line to the Point of Beginning.

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

No. 2026-10

February 2, 2026

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Amending Ordinance No. 2006-100 Adopting Tax Increment Financing for the City of Decatur, IL (Eastgate Commons Redevelopment Project Area)

RECOMMENDATION: Approve an ordinance amending the term date on Ordinance No. 2006-100 by deleting the reference to "December 31, 2040" and replacing it with "December 31, 2030".

BACKGROUND: The City Council of the City of Decatur, Illinois, adopted Ordinance No. 2006-100 on November 6, 2006, approving the Eastgate Commons Redevelopment Project Area and adopting tax increment financing (TIF). A TIF district can remain in place for up to 23 years after its creation, which would make the correct term date of the Eastgate Commons TIF District 2030, not 2040.

BUDGET IMPACT: There will be no impact to the budget.

PRIOR ACTION: Ordinance No. 2006-100 was adopted on November 6, 2006, and the Eastgate Commons TIF District has been active since that time.

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

ORDINANCE NO. _____

**ORDINANCE AMENDING ORDINANCE NO. 2006-100 ADOPTING TAX
INCREMENT FINANCING FOR THE CITY OF DECATUR, ILLINOIS
(EASTGATE COMMONS REDEVELOPMENT PROJECT AREA)**

WHEREAS, the City Council of the City of Decatur, Illinois, adopted Ordinance No. 2006-100 on November 6, 2006, approving the Eastgate Commons Redevelopment Project Area and adopting tax increment financing; and

WHEREAS, Section 3 of Ordinance No. 2006-100 establishes the term of the Redevelopment Project Area and references a completion date of December 31, 2040; and

WHEREAS, the City Council desires to correct the referenced year to December 31, 2030.

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

Section 1. Section 3 of Ordinance No. 2006-100 is hereby amended by deleting the reference to "December 31, 2040" and replacing it with "December 31, 2030".

Section 2. If any provision of this Ordinance is held invalid, such invalidity shall not affect the other provisions of this Ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of February 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

Memo No. 2026-11

February 2, 2026

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Melissa Hon, City Manager
Lacie Elzy, Economic & Community Development Director
Kirsten Born, Grants Manager

SUBJECT: Resolution Amending Resolution 2023-08 and the Purchase and Renovation Agreement With Dove, Inc for the Property Located at 805 E. Johns Ave.

RECOMMENDATION: Staff recommends approval of a resolution amending Resolution No. 23-08 and the associated Purchase and Renovation Agreement with DOVE, Inc. to revise the disposition terms for the property located at 805 E. Johns Avenue. The amendment removes the \$190,000 purchase price previously required of DOVE and authorizes the sale of the property to DOVE for \$10, following the City's acquisition of the property using HOME-ARP funds, in furtherance of permanent supportive housing and HUD housing stability goals.

BACKGROUND: On April 17, 2023, the City Council approved Resolution No. 23-08, authorizing a purchase and renovation agreement with DOVE, Inc. for the property located at 805 E. Johns Avenue. Under the original terms, the City agreed to sell the property to DOVE for \$190,000 and provide up to \$560,000 in HOME-ARP funds for renovation, subject to HUD affordability and compliance requirements.

Since that time, staff has restructured the transaction to better align with HUD guidance and the City's housing stability objectives. The City has utilized HOME-ARP funds to directly acquire the property. As a result, requiring DOVE to purchase the property at fair-market value is no longer necessary and would unnecessarily constrain DOVE's ability to deliver permanent supportive housing and services.

Summary of Amendment:

- Removes the requirement that DOVE pay \$190,000 for the acquisition of 805 E. Johns Avenue;
- Authorizes the City to convey the property to DOVE, Inc. for nominal consideration of \$10;
- Retains all existing HOME-ARP affordability, use, compliance, deed restriction, and enforcement provisions contained in the original agreement; and
- Confirms that the property will be used to further permanent supportive housing and HUD's goals of reducing homelessness and housing instability.

This structure preserves long-term public benefit, maintains full HUD compliance, and strengthens the financial viability of the project.

POTENTIAL OBJECTIONS: No known objections.

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

BUDGET/TIME IMPLICATIONS: The acquisition of the property has already been completed using HOME-ARP funds. The proposed amendment does not increase the total project budget or require additional City funds

RESOLUTION NO. R2026_____

**RESOLUTION AMENDING RESOLUTION 2023-08 AND THE PURCHASE AND
RENOVATION AGREEMENT WITH DOVE, INC FOR THE PROPERTY LOCATED
AT 805 E. JOHNS AVE.**

WHEREAS, on April 17, 2023, the City Council of the City of Decatur adopted Resolution No. 2023-08 approving a Purchase and Renovation Agreement with DOVE, Inc. for the property commonly known as 805 E. Johns Avenue, Decatur, Illinois; and,

WHEREAS, the original agreement contemplated the sale of the property to DOVE, Inc. for \$190,000, along with the provision of HOME-ARP funds for renovation; and,

WHEREAS, the City has since acquired the property using HOME Investment Partnerships Program American Rescue Plan (HOME-ARP) funds; and,

WHEREAS, the City Council finds that conveying the property to DOVE, Inc. for nominal consideration will further the purposes of the HOME-ARP program by supporting permanent supportive housing and advancing HUD's goals of reducing homelessness and housing instability; and,

WHEREAS, all affordability, compliance, and enforcement provisions required under HOME-ARP and HUD regulations shall remain in full force and effect.

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

Section 1. Resolution No. 2023-08 is hereby amended to remove the requirement that DOVE, Inc. pay \$190,000 for the purchase of the property located at 805 E. Johns Avenue.

Section 2. The City of Decatur is authorized to convey the property located at 805 E. Johns Avenue, Decatur, Illinois, legally described as: Lot Four (4) in Block Two (2) of William Martin's 2nd Addition of Out Lots to Decatur, as per Plat recorded in Book 17 on Page 364 of the Records of the Recorder's Office of Macon County, Illinois, to DOVE, Inc. for nominal consideration of Ten Dollars (\$10.00).

Section 3. All other terms and conditions of the Purchase and Renovation Agreement, including but not limited to affordability periods, deed restrictions, use limitations, compliance with HUD regulations, and enforcement provisions, shall remain unchanged and in full force and effect.

Section 4. That the City Manager or Designee are hereby authorized and directed to execute any and all documents necessary to carry out the intent of this Resolution.

PRESENTED and ADOPTED this 2nd day of February 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT
No. 23-08

April 17, 2023

TO: Lisa Gregory, Mayor Pro Tem and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director, Economic & Community Development
Richelle L. Dunbar, Asst. Dir. Economic & Community Dev.

SUBJECT: Purchase and renovation agreement with Dove, Inc. for 805 E. Johns

RECOMMENDATION: Staff recommends approval of the attached subrecipient agreement with Dove, Inc. The recommended allocation is \$190,000 for acquisition and up to \$560,000 for renovations. Funding is from HOME ARP funds and is provided by the Department of Housing and Urban Development. This agreement expires April 30, 2025; however, a lien and mortgage will remain on the property for at least 20 years as per the affordability period.

BACKGROUND: The City of Decatur received \$1,497,384 HOME ARP funds for development and support of affordable housing for the homeless population. As part of our revitalization efforts, the City of Decatur purchased a vacant building within the Johns Hill area. This building is a former nursing home. It is also located two blocks from the Homeward Bound office which assists our homeless population. Dove, Inc., has an extensive history of assisting Decatur residents.

A copy of the agreement is attached.

POTENTIAL OBJECTIONS: Staff are not aware of objections.

INPUT FROM OTHER SOURCES: Meetings from the Continuum of Care partners along with public meetings from a variety of community organizations.

STAFF REFERENCE: Additional questions can be forwarded to Richelle L. Dunbar at 217.424.2864 or Rdunbar@decaturil.gov

BUDGET/TIME IMPLICATIONS: N/A

RESOLUTION NO. 8003-69

RESOLUTION AUTHORIZING SUB- RECIPIENT AGREEMENT BETWEEN CITY OF DECATUR, ILLINOIS AND DOVE INC. FOR PURCHASE AND RENOVATION OF 805 E. JOHNS FOR TRANSITIONAL AND PERMANENT HOUSING UTILIZING HOME INVESTMENT PARTNERSHIP AMERICAN RESCUE PLAN (HOME-ARP) FUNDS

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

Section 1. That the City of Decatur agrees to sell the property located at 805 E. Johns to Dove Inc. for \$190,000 and that the agreement is hereby approved and placed on file. The document relating and necessary to the sale and transfer is the following described property:

Lot Four (4) in Block Two (2) of William Martin's 2nd Addition of Out Lots to Decatur, as per Plate recorded in Book 17 on Page 364 of the Records in the Recorder's Office of Macon County, Illinois, situated in Macon County, Illinois.

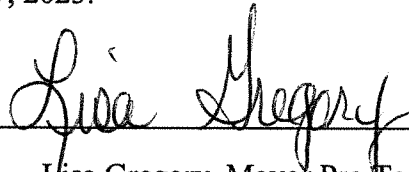
The land commonly known as: 805 E. Johns Ave. Decatur, IL 62521

Section 2. That Dove receives an amount up to \$560,000 to renovate the property located at 805 E. Johns.

Section 3. That the funds being used to purchase and renovate are HOME American Rescue Plan funds

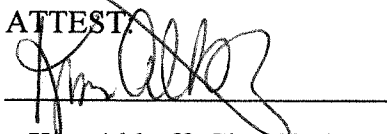
Section 4. That the City Manager, Director and/or Assistant Director of Economic & Community Development, and the City Clerk be, are hereby recognized and directed to sign, seal and attest said Agreements, environmental reviews, and expenditures related to funds received from the U. S. Department of Housing and Urban Development on behalf of the City of Decatur.

PRESENTED AND ADOPTED this April 17, 2023.



Lisa Gregory, Mayor Pro Tem

ATTEST



Kim Althoff, City Clerk

**SUB- RECIPIENT AGREEMENT BETWEEN CITY OF DECATUR, ILLINOIS
AND DOVE INC FOR PURCHASE OF 805 E. JOHNS FOR TRANSITIONAL AND
PERMANENT HOUSING UTILIZING HOME INVESTMENT PARTNERSHIPS
AMERICAN RESCUE PLAN (HOME-ARP) FUNDS**

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois municipal corporation ("City") and DOVE Inc., an Illinois not for profit corporation ("DOVE"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

WHEREAS, the City has entered into a Grant agreement with the U.S. Department of Housing and Urban Development ("HUD") pursuant to Title II of the Cranston-Gonzalez National Affordable Housing Act, under the HOME Investment Partnership Program ("HOME Program"); and

WHEREAS the City has received \$1,497,384 in HOME Investment Partnership American Rescue Plan funds ("Funds") to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability across the country; and,

WHEREAS the City wishes to engage DOVE in utilizing Funds in accordance with HUD guidelines and Federal regulations; and,

WHEREAS Dove's mission is to engage institutions, volunteers, and advocates seeking to coordinate efforts to address unmet needs and social justices through coordinated programs focusing on domestic violence, homelessness, education, volunteer and community empowerment, and individual emergency need fulfillment; and,

WHEREAS, the City owns property legally described as,

Lot Four (4) Block Two (2) of William Martin's 2nd Addition of Out Lots of Decatur, as per Plat recorded in Book 17 on Page 364 of the Records I the Recorder's office of Macon County, Illinois situated in Macon County, Illinois.

Commonly known as 805 E. Johns, Decatur, Illinois ("Property"); and,

WHEREAS the City desires to provide Funds to DOVE to purchase and renovate Property as well as other related activities; and,

WHEREAS the City desires to sell Property and DOVE desires to purchase Property from the City for the purposes of providing supportive services, transitional and permanent housing for homeless individuals; and,

WHEREAS the City has determined that DOVE has the capacity to manage a new housing facility for homeless individuals; and,

WHEREAS, the City has determined that DOVE has the capacity to manage and administer supportive services for homeless individuals.

NOW, THEREFORE, in consideration of the mutual promises and covenants, it is agreed between the parties hereto the following:

Section 1. The City agrees to sell the Property in the amount of \$190,000 to DOVE for the purposes of transitional and permanent housing for homeless individuals.

Section 2. The City agrees to appropriate an amount not to exceed Five Hundred and Sixty Thousand Dollars (\$560,000) from its portion of the Funds to Dove for the renovation of Property for the purposes of providing transitional and permanent housing for homeless individuals.

Section 3. DOVE shall be responsible for administering the funds in a manner satisfactory to the City and substantially consistent with any standards and regulations that are specified in this Agreement and adherence to the same is a condition of City providing these Funds.

Section 4. DOVE agrees to expend the total amount of Funds covered in this Agreement, solely for the agreed upon activities and in accordance with the conditions outlined in this Agreement.

Section 5. DOVE will be responsible for reviewing, following, and determining all applicable Federal, State, and local laws, statutes and other regulations relating to the use of Funds provided under this Agreement.

Section 6. The Funds provided by the City shall only be used by DOVE for residents within the corporate city limits of Decatur, IL and for the purposes of and pursuant to and under the terms of this Agreement.

Section 7. DOVE hereby acknowledges and agrees that if it fails to comply with any of the provisions of this Agreement or if the Funds are used for or in any manner contrary to those uses set forth in this Agreement, City may, in its sole discretion, terminate this Agreement and, upon written demand by the City, DOVE will repay to the City the funds used contrary to the terms set forth herein.

Section 8. DOVE agrees to provide to the City or its duly authorized representatives, access to any books, documents, papers, and records of DOVE which pertain to the Funds provided for the purpose of monitoring, making audits, examinations, and photocopying.

Section 9. DOVE and City shall execute a deed restriction, note, and mortgage as approved by City (hereto incorporated as Exhibits A-C), which instruments shall require DOVE to maintain the subject property up to minimum code standards, including lead hazard control requirements,

and comply with the rental affordability requirements of 24 CFR 92.251, 24 CFR 92.355, and 92.504(c)(3)(vii).

Section 10. DOVE shall neither assign nor transfer any interest in this Agreement without prior written consent of the City provided, however, that claims for money due or to become due DOVE under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. If for any reason the property subject to this Agreement shall be sold prior to completion of the entire affordability period, without City consent, DOVE shall promptly repay the loan in its entirety, as required under 24 CFR 92.504(c)(3)(vii) Enforcement of the Agreement.

Section 11. A notice to proceed from the City is required and DOVE shall neither expend nor obligate funds under this agreement until a written Notice to Proceed is issued by the City. The Economic and Community Development Department shall issue a Notice to Proceed upon sufficient demonstration by DOVE of all the following conditions: 1) completion of environmental review requirements as required by HUD regulations and program requirements, 2) confirmation of additional funding sources and layering subsidy approval, 3) all general contractors will need SAM's registration including the UEI and CAGE number. and 4) receipt by City of an updated title insurance policy naming the City of Decatur as additional insured.

Section 12. Competitive bids for all work contemplated under this Agreement shall be sought, and Owner, or Owner's General Contractor shall make every reasonable effort to obtain at least two (2) itemized bids for all such work (unless self-performed by the General Contractor).

Section 13. Owner and Owner's General Contractor shall comply with applicable federal procurement requirements and follow Section 3 practices. Section 3 is a provision under the Housing and Urban Development Act of 1968. The purpose is to ensure employment and other economic opportunities generated by the financial assistance shall, to the greatest extent feasible, and consistent with the Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing and to business concerns which provide economic opportunities to low- and very low-income persons. Monthly reports, 24 CFR 75.25, shall be provided identifying all actions taken to follow Section 3. Actions to report include outreach efforts to generate job applicants, training or apprenticeship opportunities, technical assistance to Section 3 workers, job fairs, and efforts to support work readiness and retention, and more. Reports shall include the number of labor hours worked, total number of hours worked by Section 3 workers, total number of labor hours worked by "Targeted Section 3 workers. Reporting shall include the Owner, and all its contractors and subcontractors.

Section 14. Owner can submit for progress pays. City shall make interim construction payments (less 10% withheld), and final construction payments (not to exceed \$250,000) to Owner or their designees only upon receipt of invoices accompanied by lien waivers, and after inspection and approval by City that the work is within the scope of this Agreement, and Owner's proposal. Owner shall provide City fully executed, binding lien waivers for work performed through date of invoice, in accordance with applicable provisions of the Illinois Mechanics Lien Act prior to interim and final payments, as required under 24 CFR 92.504 (c)(3)(viii).

Section 15. DOVE shall be additionally obligated to maintain the Subject Property to minimum code standards of the City.

- a) Maintain the Property as residential rental property; and
- b) Operate the Property in compliance with all applicable rules and regulations for HOME assisted units, which shall, at minimum, continue for a **twenty (20) year** “affordability period.” “Affordability period” shall be defined as the period of time equal to twenty years (unless terminated earlier pursuant to the terms of this Agreement) commencing on the date the construction is completed, and 100% of the units are leased, as measured from the date all required data regarding the leasehold interests in the units shall have been entered into HUD’s Integrated Disbursement Information System, and continuing for a period of twenty consecutive years thereafter. DOVE’s obligation hereunder shall survive termination of this Agreement.

Section 16. Both DOVE and City shall maintain records for the twenty (20) year period of affordability, and an additional 5 years. DOVE’s obligation hereunder shall survive termination of this Agreement. As required under 24 CFR 92.508(a)(3)(i), 92.508(a)(3)(ii), 92.508(a)(3)(iii), 92.508(a)(3)(iv), and 92.508(a)(3)(xiv), DOVE’s records must specify the project location, document eligible and permissible project costs for both HOME-assisted units and non-assisted units, include underwriting evaluations, copies of inspection reports, and include copies of written agreements for compliance.

Section 17. No person who exercises or has exercised any functions or responsibilities with respect to the project assisted with HOME funds or who are in a position to participate in a decision-making process or gain inside information with regard to the activities may obtain a financial interest or financial benefit from the HOME-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity or the proceeds from such activity, either for themselves or those with whom they business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person. A covered person applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the city or DOVE.

Section 18. DOVE shall maintain the premises and each rental unit within the premises in a safe and sanitary condition. The premises shall be maintained in compliance with all applicable City Building, Plumbing, Electrical and Mechanical Codes currently and as amended. DOVE further agrees to observe and comply with all rules, regulations, statutes, ordinances, and laws, now in force or which may be enacted during the term of this Agreement by any municipality, county, state, or federal authorities having jurisdiction over the premises. DOVE shall schedule and City shall conduct an annual inspection of the premises to determine compliance with the terms of this Agreement. Should the property be in violation of any such codes, laws, regulations, ordinances, or rules, DOVE will be given a period to correct the violation and request an inspection. Should the second inspection result in a finding of such

violations still existing; the City, in its sole discretion, may extend the period to correct the issue. DOVE may be charged a re-inspection fee. Frequency of inspections: the first on-site ongoing inspection must occur within 12 months after the project completion. An inspection must be conducted at least once every year thereafter. If any deficiency is identified, a follow-up on-site inspection is required within twelve (12) months. Health and safety deficiencies identified during the inspection must be corrected immediately and more frequent inspections may be scheduled for the property at the City's discretion. DOVE must submit an annual certification to the City certifying that the building and all HOME-assisted units in the project are suitable for occupancy. HOME assisted units must be inspected every two years by the City.

Section 19. DOVE shall not use any funds provided under this Agreement for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 92.504 (c)(3)(x).

Section 20. DOVE shall comply with all the provisions of HUD regulations identified in 24 CFR Part 92, as now written, or subsequently amended.

Section 21. DOVE shall conduct, and submit to City, an annual tenant survey, in a manner prescribed by City, describing the socioeconomic characteristics of the tenants, and the monthly rent and utility charged for each unit.

Section 22. DOVE agrees to provide the City with regular progress reports due on the 15th of each month and all other reports which may be required by the City for compliance with HUD, Freedom of Information Act and any other federal or state law, statute, or other regulation.

Section 23. DOVE agrees to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; Section 104(b) and Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1990 as amended, and the Age Discrimination Act of 1975 as amended.

Section 24. DOVE hereby assumes liability for and agrees to protect, hold harmless, and indemnify the City, its assigns, officers, employees, directors, agents and servants from and against all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses, and disbursements, including legal fees and expenses of whatever kind and nature, imposed on, incurred by or asserted against the City, its assigns, officers, employees, directors, agents, and servants in any way relating to or arising out of any allegations, claims, or charges regarding the use of the Funds by DOVE, including but not limited to the violation by DOVE of any of its covenants or agreements under this Agreement, and any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of DOVE's operations and use of Funds.

Section 25. All Notices shall be in writing and delivered in person, or by overnight delivery service with receipt, or deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the address set forth below, or at such other place as a party may designate by written notice to all parties. A Notice shall be deemed given: (i) if

personally delivered, on the date delivered; (ii) if by overnight delivery service, on the date delivered to the addressee; and (iii) if by mail, three (3) days after mailing.

To City: Assistant Director, Economic and Community
Development
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62521

To DOVE: Executive Director
Dove Inc
302 S. Union
Decatur, IL 62522

Section 26. This Agreement will be binding upon and inure to the benefit of the parties, their permitted assigns, and successors.

Section 27. Failure of either party to require strict compliance by the other party with any provision of this Agreement on one or more occasions will not constitute a waiver of the right to require strict compliance with the provision on any later occasion.

Section 28. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

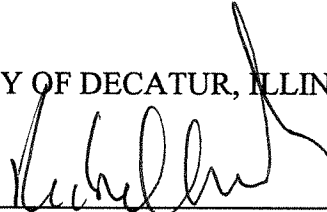
Section 29. Any modification of this Agreement or additional obligations assumed by either party in connection to this Agreement will be binding only if evidenced in writing and signed by each party.

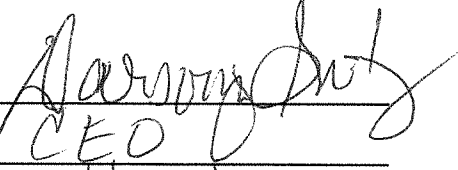
Section 30. Each provision of this Agreement is separable from the whole. If any portion of this Agreement is determined invalid, that invalidity will not impair the remaining provisions of this Agreement.

Section 31. Nothing herein will grant any right or interest hereunder to any person not specifically identified as a party hereto.

Section 32. This Agreement will constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the Effective date, will not be binding upon either party except to the extent incorporated herein.

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

CITY OF DECATUR, ILLINOIS
By: 
Its: _____
DATE: 4/17/23

DOVE INC.
By: 
Its: CEO
DATE: 4/17/2023

ECONOMIC AND COMMUNITY DEVELOPMENT

No. 2026-09

February 2, 2026

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Lacie Elzy, Director of Economic and Community Development
Kirsten Born, Grants Manager

SUBJECT: Resolution Authorizing Execution and Agreement of the Lead Hazard Reduction Grant Program

SUMMARY RECOMMENDATION: It is recommended that this item be approved to allow the City to proceed with grant negotiations and implement a lead hazard reduction program for eligible families.

BACKGROUND:

In August 2025, the City's Grants Division applied for the HUD Lead Hazard Reduction Grant. In December 2025, the City was awarded \$1,000,000 in Lead Hazard Reduction funds, along with \$400,000 in Healthy Homes Supplemental funding. The grant requires a 10% local match, which will be met using existing Community Development Block Grant (CDBG) funds.

This program is designed to address lead hazards in homes occupied by families with children under the age of six. At the time of application, the Macon County Health Department reported more than 80 active cases involving children under six, with over 70 families affected. Priority assistance will be provided to households where a child has tested positive for lead exposure.

Before grant funds can be accessed, the City is required to participate in a formal negotiation process with HUD to finalize the program budget, scope, and implementation plan. While the final number of assisted homes will be determined through this process, staff estimates that approximately 10 homes will be remediated during the grant period.

Following completion of negotiations, the City will be required to execute grant and program agreements within five days. Due to this limited timeframe, staff is requesting Council authorization to enter into negotiations and execute all necessary agreements in advance, ensuring the City can proceed without delay.

SCHEDULE: The negotiation process is expected to be finalized by the end of February with an anticipated grant period to start in early March. This is a four year grant.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: Should the City Council have any questions; they may contact Lacie Elzy at 217-542-3559 or lelzy@decaturil.gov or Kirsten Born at 217-424-2797 or kborn@decaturil.gov.

BUDGET/TIME IMPLICATIONS: Authorizes the negotiation and execution of agreement for the Lead Hazard Reduction Grant.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION AND AGREEMENT OF THE LEAD
HAZARD REDUCTION GRANT PROGRAM**

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

Section 1. That the City Manager or their designee is authorized to enter into negotiations with the U.S. Department of Housing and Urban Development as required for the grant, allowing Community Development Block Grant (CDBG) funding to satisfy the 10% match requirement.

Section 2. That the City Manager or their designee of the City of Decatur, Illinois is authorized to take all action necessary to enter into any agreements required for the grant.

PRESENTED AND ADOPTED this 2nd day of February 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Council Memo
Public Works Department
No. 2026-16

DATE: 2/2/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing a Professional Services Agreement with Crawford, Murphy & Tilly Inc., for Northeast Quadrant Water System Capacity Improvements City Project 2026-04

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest a professional services agreement with Crawford, Murphy & Tilly, Inc., to provide engineering services to improve water system capacity on the northeast side of the City for a fee not to exceed \$1,004,597.00.

BACKGROUND:

If the Development Agreement with Broadwing Energy is approved, the City needs to begin the planning and design process to increase the water system capacity along the Brush College corridor on the northeast side of the City. Broadwing proposes to use 8 million gallons of water per day which exceeds the capacity of the existing water system serving the area. If the Development Agreement is approved, at Broadwing's expense, the City agrees to make improvements to the water system to provide the necessary water capacity to accommodate the new power plant. This will likely require the extension of a 30" or larger water main from the Martin Luther King / Garfield area to Brush College Road near Hubbard Avenue. If approved, Broadwing will reimburse the City for 100% of the cost to design and install the necessary water system improvements. It is roughly estimated that the project will exceed \$25 million.

Request for Proposals

On October 1, 2025, the City issued a request for proposals and qualifications to provide professional services to plan and design water system improvements to increase capacity on the northeast side of the City. Proposals were received on October 24, 2025. Seven firms submitted formal statements of qualification. The Public Works selection committee reviewed the proposals and selected Crawford, Murphy & Tilly (CMT) as the firm best able to serve the City in performing the requested services. They have a strong track record with the City on past projects.

Engineering Services Agreement

The scope of services proposed by CMT includes the following major tasks:

1. Data collection including determining existing utilities along likely water main extension routes.
2. Refine the City's water system model and evaluate options for increasing capacity on the northeast side of the City.
3. Prepare a Type, Size and Location Report on the water main improvements needed for the necessary capacity increase.

4. Complete a field survey and geotechnical review of the preferred water main alignment.
5. Prepare and request permits for highway and railroad crossings.
6. Land acquisition if needed.
7. Prepare cost estimates, plan specifications and bidding documents.
8. Assist with bidding the project.

LEGAL REVIEW: The agreement was reviewed by the Corporation Counsel.

PRIOR COUNCIL ACTION:

- **September 8, 2020** – Council approved Resolution No. 2020-118, approving a professional service agreement with Clark Dietz, Inc to complete a sanitary sewer service study for an unserved area around the intersection Brush College and Reas Bridge.
- **December 7, 2020** – Council approved Resolution No. 2020-172, authorizing a redevelopment agreement with Innovafeed that included the extension of City sewer to service the development site.
- **February 1, 2021** – Council approved Resolution No. 2021-09, approving a professional service agreement with Clark Dietz, Inc to complete Final Design Services for the Brush College and Reas Bridge Lift Station for a fee not to exceed \$180,859.
- **December 18, 2023** – Council approved Resolution No. 2023-279 authorizing a professional services agreement between the City of Decatur and Clark Dietz Inc. to provide final design engineering services for the Brush College Lift Station and Forcemain, for a fee not to exceed \$1,388,660.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Crawford, Murphy & Tilly, Inc.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed engineering services agreement is for \$1,004,597.00. The project will be paid out through the Water Fund and reimbursed 100% by Broadwing.

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

SCHEDULE: The work will commence immediately and should be completed within 18 months.

ATTACHMENTS:

1. 2026-16 Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy & Tilly Inc for NE Quadrant Water System Capacity I

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH CRAWFORD, MURPHY & TILLY INC., FOR NORTHEAST
QUADRANT WATER SYSTEM CAPACITY IMPROVEMENTS
CITY PROJECT 2026-04**

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

Section 1. That the Professional Engineering Services Agreement for Crawford, Murphy & Tilly, Inc., presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Crawford, Murphy & Tilly, Inc., and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Crawford, Murphy & Tilly, Inc., for a fee not to exceed \$1,004,597.00.

PRESENTED and ADOPTED this 2nd day of February 2026.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR
NORTHEAST QUADRANT WATER SYSTEM CAPACITY IMPROVEMENTS
GARFIELD AVENUE TO BRUSH COLLEGE ROAD
CITY PROJECT 2026-04

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and:

CRAWFORD, MURPHY & TILLY, INC.,

_____,
("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

The professional engineering services obtained by the City under this Agreement concern the Project ("Project") as set forth in the attached as Exhibit "A", incorporated herein by reference and made a part of this Agreement hereof:

SECTION I. GENERAL

- A. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.
- B. NOTICE TO PROCEED. The Consulting Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Consulting Engineer shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Consulting Engineer shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.
- E. EXTRA WORK AND AMENDMENTS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Amendment from the City's Representative, to perform extra work before such work is actually performed. An Amendment form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

The Consulting Engineer expressly acknowledges, recognizes and agrees that the only authority to approve Amendments to this Agreement or the Scope or Services or the cost(s) therein is with the City Council of the City.

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

1. City's Requirements. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.
2. Advise Regarding Additional Data. Advise the City's Representative as to the necessity of the City's providing or obtaining from others data or services of the types described in Section V(C) in order to evaluate or complete the Project, and act as the City's representative in connection with any such services.
3. Technical Analysis. Provide analysis of the City's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
4. Economic Analysis. Provide a general economic analysis of the City's requirements applicable to various alternatives in accordance with economic parameters and assumptions provided by the City's Representative.
5. Report Preparation. Prepare a report ("Study Report") containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the City of Decatur. The Study Report shall also set forth the Consulting Engineer's findings and recommendations with opinions of probable costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs"). Specific requirements for the Study Report are included in Exhibit A, Scope of Services.
6. Report Presentation. Furnish paper copies and digital copies of the Study Report in the number and format specified in Exhibit A, Scope of Work, and present and review the Study Report in person with the City as the City's Representative shall direct. The cost of reproduction of the Study Report shall be considered a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
7. Completion Time. The Study Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

B. PRELIMINARY DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Preliminary Design Phase:

1. Determine Extent of Project. Determine the extent of the Project after consultation with the City's Representative and on the basis of the approved Study Report.

2. Preliminary Design Documents. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Specific requirements of the aforementioned Preliminary Design Documents are included in Exhibit A, Scope of Services.
3. Revised Project Costs. Submit a Preliminary Design Opinion of Probable Project Costs based on the results of this phase of work including construction costs, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges utilizing and based on the information obtained or produced during the preliminary design phase and documents.
4. Real Estate Acquisition: Legal Description and Plat. Furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project utilizing and based on the preliminary design documents. The documents shall meet the format requirements of the Macon County Recorder's Office. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility. The legal description text shall also be reproduced in electronic format in a generally commercially available word processing software program approved by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the Preliminary Design Report ("Design Report") in the number and format specified in the Exhibit A, Scope of Work and present and review the Design Report in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Preliminary Design Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

C. FINAL DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Final Design Phase:

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications (Specifications"). The Specification shall consist of Part 3 "Technical Specifications" of the City's standard Capital Improvement Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.
2. Approvals of Governmental Entities. Furnish to the City's Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances

for the relocation of utility facilities and equipment if necessary, and allowances for compensation for damages to properties and interest and financing charges.

4. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Consulting Engineer shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. The Consulting Engineer shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

D. BIDDING PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Bidding Phase:

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.
2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City's Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, ("Contractors"), for those portions of the work as to which such acceptability is required by the bidding documents.
3. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
4. Distribute Plans and Contract Documents to Bidders. Reproduce sufficient copies of the plans and contract documents and make them available to all prospective bidders. The Consulting Engineer shall create a Plan Holder List by recording the business name, contact person name, address, telephone number, fax number and email address of each of the bidders taking a set of plans and contract documents. The Consulting Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Consulting Engineer, which shall offset the cost of duplication; said amounts shall not be billed to the City. Alternately, the Consulting Engineer may arrange to have plans and specifications made available to prospective bidders through the services of a plan and specification duplication firm that offers plan distribution services provided that the firm obtains the same bidder information as required of the Consulting Engineer and that no cost for this service be billed to the City.
5. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders

as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.

6. Tabulate and Evaluate Bids, Recommend Award. Prepare and provide to the City's Representative a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Consulting Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Consulting Engineer shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Consulting Engineer shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Consulting Engineer shall check the bidder's references and performance on prior projects. Based on the Consulting Engineer's evaluation of the bids and the qualifications of the bidders, the Consulting Engineer shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.
7. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.
- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.

- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.
- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.

1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
 - a. Workers' Compensation:

Coverage A: Statutory Limits
Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.

- c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

- 1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
- 2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.
- 3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
- 4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.

F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.

G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.

- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.
- Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.
- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.

- P. TIMELINESS. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F on a Time & Expense basis, not to exceed the amounts indicated in Exhibit A – Scope of Work. Consulting Engineer shall invoice for work completed using the hourly rate schedule included in Exhibit H.

Hourly rates used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.1.

- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

If the Consulting Engineer's vehicles are used on the project, the City shall pay the Consulting Engineer the current Internal Revenue Service standard mileage rate per mile for use of the vehicle.

D. PAYMENT FOR WORK COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. Monthly Progress Reports. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.

3. Maximum Payment Requests. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Time and Manner of Payments. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Release of Claims. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. Local Government Prompt Payment Act. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. PAYMENT UPON TERMINATION. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2026

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

CONSULTING ENGINEER FORM

By:  _____

11 Raed Armouti, Sr. VP

SCOPE OF WORK

NE QUADRANT WATER SYSTEM CAPACITY IMPROVEMENTS SCOPE OF PROFESSIONAL SERVICES

The City of Decatur (COD) intends to construct a new water transmission main from the Garfield Avenue elevated water tank to the intersection of Hubbard Avenue and Brush College Road to serve an industry planning (i.e., the developer) to locate in this quadrant of the city. From a prior planning report, it was recommended the transmission main be either 30 or 36 – inches in diameter. From the same planning report, an alignment was recommended that traverses an urban corridor that crosses residential, commercial, and industrial areas to reach the desired intersection, which is approximately four miles long. This route is shown below, represented by the purple line.

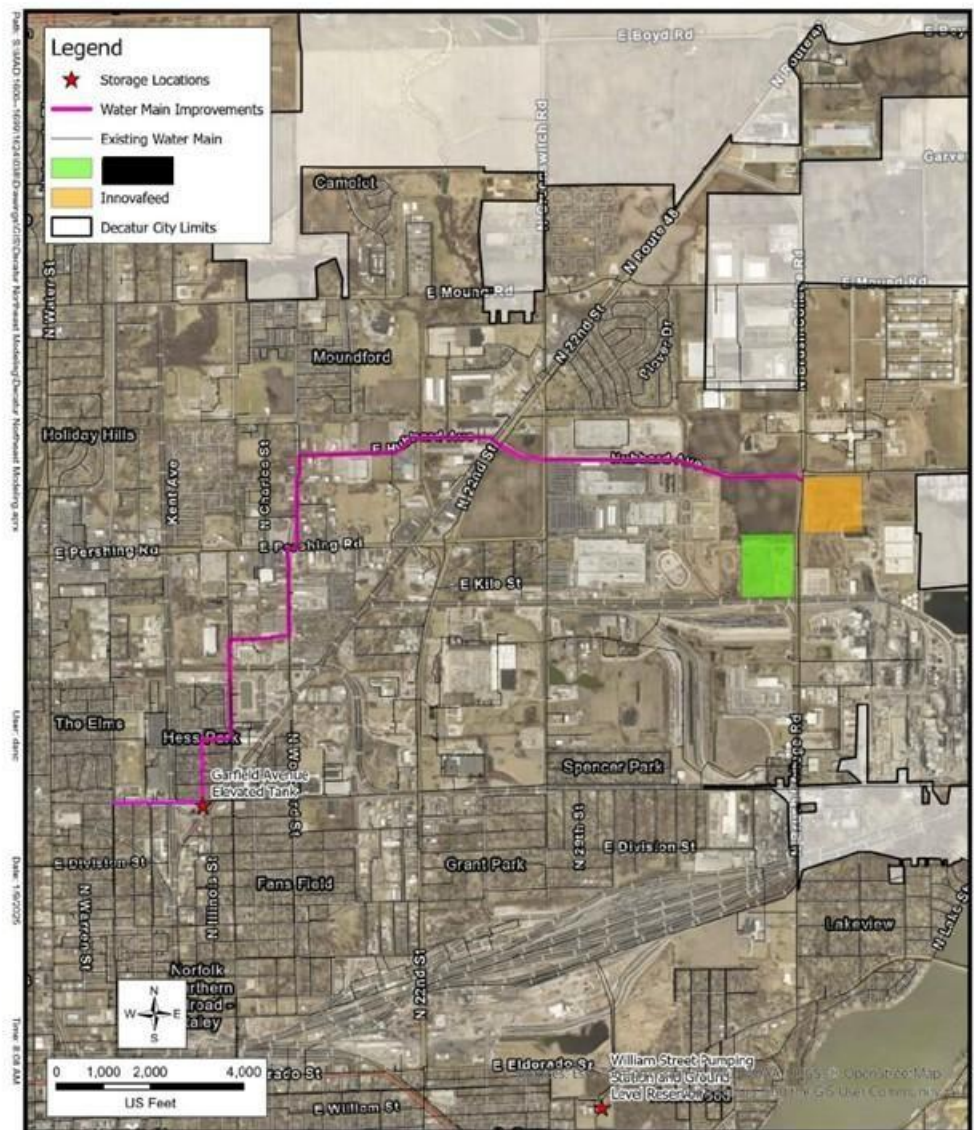


EXHIBIT A-1
CITY OF DECATUR, ILLINOIS
NE QUADRANT WATER SYSTEM CAPACITY IMPROVEMENTS
SCOPE OF PROFESSIONAL SERVICES

COD has requested engineering services from CMT to assist with confirming the transmission main size and alignment, design of the transmission main along the recommended alignment, permitting and bidding services. However, the COD requests CMT to evaluate alternative alignments for the transmission main based on the Strand Associates report dated January 23, 2024.

Due to the urban nature of the alignments being considered, the minimal space remaining in the existing right-of-way (ROW) beyond the curb line and sidewalk, as well as the schedule to place the main in service, COD anticipates the preferred transmission main alignment will likely be positioned in paved streets. Land acquisition tasks are included in this scope of professional services in the event they are needed. A nominal number of parcels is assumed for land acquisition effort.

COD agrees to provide the following information to CMT as soon as possible after the Notice to Proceed is issued:

- WaterGEMS model as referenced in the 2024 / 2025 water distribution system modeling report by Strand Associates.
- Geotechnical data obtained from the project area resulting from other infrastructure improvements.

Any fees associated with permitting will be paid for by the COD.

It is understood that CMT milestone submittals to the COD may be shared with the developer.

The scope of professional services is anticipated to include the following tasks:

1. Data Collection:
 - a. Gather city utility data, via a GIS shape file that may include water main, water services, sanitary sewer, sewer laterals, storm sewer, and pavement.
 - b. Hire a private utility locate (PUL) firm to collect non-city utility data (gas, electric, fiber, etc.). Data format is unknown.
 - c. Identify abandoned utilities, if possible.
 - d. Prepare an updated GIS shape file that includes city and non-city utility information to create a holistic view of above and below ground utilities.
 - e. Provide city-owned Lidar data.
 - f. Resolve uncertainties and potential conflicts, where possible.

EXHIBIT A-1
CITY OF DECATUR, ILLINOIS
NE QUADRANT WATER SYSTEM CAPACITY IMPROVEMENTS
SCOPE OF PROFESSIONAL SERVICES

- g. Identify conflicts requiring field work, such as potholing, to resolve. Potholing will be performed by the COD.
- 2. Water Model Refinement:
 - a. Confirm WaterGEMS model runs properly.
 - b. Verify water demands in model.
 - c. Evaluate 30-inch versus 36-inch diameter pipe performance for Alternative 2D that runs from the Garfield Avenue elevated water tank, along Garfield Avenue east to Brush College Road and north to the intersection of Hubbard Avenue (minimum and maximum day demands & fire flows). Included in this evaluation is determining if the 16-inch diameter water main from Martin Luther King Jr. Drive to the Garfield avenue elevated tank should be upsized to 30-inch diameter to improve flow from the Division Street tank. Also included is evaluating the benefits, if any, of connecting the proposed transmission main to existing water mains of 12-inch diameter and larger along the alignment.
 - d. Evaluate 30-inch versus 36-inch diameter pipe performance for Alternative 4 that runs from the Garfield Avenue elevated water tank, along Illinois, Jasper, Woodford and Hubbard Avenue to Brush College Road (minimum and maximum day demands & fire flows). Included in this evaluation is determining if the 16-inch diameter water main from Martin Luther King Jr. Drive to the Garfield avenue elevated tank should be upsized to 30-inch diameter to improve flow from the Division Street tank. Also included is evaluating the benefits, if any, of connecting the proposed transmission main to existing water mains of 12-inch diameter and larger along the alignment.
 - e. Evaluate 30-inch versus 36-inch diameter pipe performance for an alternative that runs from the Garfield Avenue elevated water tank, Garfield Avenue to a north-south street that eventually connects to Hubbard Avenue and then Hubbard Avenue to Brush College Road (minimum and maximum day demands & fire flows). Included in this evaluation is determining if the 16-inch diameter water main from Martin Luther King Jr. Drive to the Garfield avenue elevated tank should be upsized to 30-inch diameter to improve flow from the Division Street tank. Also included is evaluating the benefits, if any,

EXHIBIT A-1
CITY OF DECATUR, ILLINOIS
NE QUADRANT WATER SYSTEM CAPACITY IMPROVEMENTS
SCOPE OF PROFESSIONAL SERVICES

of connecting the proposed transmission main to existing water mains of 12-inch diameter and larger along the alignment.

- f. Execute model for three (3) alternative alignments: 30-inch diameter water main.
 - g. Execute model for three (3) alternative alignments: 36-inch diameter water main.
 - h. Summarize model results.
- 3. Type, Size and Location Report:
 - a. Perform desktop analysis of the alignment alternatives using compiled GIS data and WaterGEMS model output.
 - b. Identify any land or easement acquisition needed, along with potential costs.
 - c. Develop preliminary opinions of construction cost for the alternatives evaluated (30% milestone).
 - d. Develop draft scoring criteria, with input from COD staff, to rank alternatives, considering the following:
 - i. Number of permitting agencies involved
 - ii. Number of utility conflicts
 - iii. Number of stream crossings
 - iv. Any environmental impacts
 - v. Number of land parcels or easements required and acquisition costs
 - vi. Impacts to local businesses
 - vii. Construction cost
 - viii. Other considerations
 - e. Score and rank the alignment alternatives based on the criteria established in task 3d.
 - f. Prepare Type, Size and Location (TS&L) report and submit to COD for review and comment. Focus will be on using ductile iron pipe, except for directionally drilled installations.
 - g. Meet with COD to review TS&L report, receive comments and revise report.
- 4. Field Surveys:
 - a. With a preferred alignment selected, coordinate field surveys to collect topographic data necessary to develop plan and profile sheets.

EXHIBIT A-1
CITY OF DECATUR, ILLINOIS
NE QUADRANT WATER SYSTEM CAPACITY IMPROVEMENTS
SCOPE OF PROFESSIONAL SERVICES

- b. Locate above ground utilities with global positioning system (GPS) and set horizontal and vertical ground control points along the alignment for construction.
 - c. Perform detailed surveys at the two connection points (Garfield Ave. tank and Hubbard / Brush College Road intersection).
 - d. Request city utility locates
 - e. Request non-city utility locates through the PUL
 - f. Request right-of-entry to IDOT, railroad(s) and other affected entities. May require flagging services.
 - g. Collect route utility data in the field using a drone (Unmanned Aerial Survey - UAS) that provides aerial imagery, Lidar data and geo-referenced attributes. FAA Authorization required for drone survey. Survey preferably done during leaf-off conditions. It also requires UAS spotter support.
 - h. Post process field data collected by drone to generate CAD input files.
 - i. Field investigation of structures along the preferred alignment that includes sanitary sewer manholes, storm sewer inlets & manholes and water valve boxes.
 - j. Reduce field notes, label structures, prepare base map information. Pick up any missing field data.
 - k. If necessary, perform field survey of water main upsizing on Garfield Avenue, from MLK Jr. Drive to the Garfield elevated water tank: approximately 1,900 feet long.
5. Geotechnical Engineering:
- a. With a preferred alignment selected, engage SKS Engineers to provide geotechnical engineering services that include:
 - i. Subsurface investigations (soil borings) at no more than two (2) rail and stream crossings), each.
 - ii. Subsurface investigations (soil borings) at no more than three (3) locations along the preferred alignment to confirm pavement thicknesses.
 - iii. Perform pavement cores at no more than three (3) locations along the preferred alignment.
 - iv. Geotechnical report for rail crossing(s)
 - v. Dewatering details for rail crossing(s)

EXHIBIT A-1
CITY OF DECATUR, ILLINOIS
NE QUADRANT WATER SYSTEM CAPACITY IMPROVEMENTS
SCOPE OF PROFESSIONAL SERVICES

- vi. Shoring plans for rail crossing(s)
- 6. Plan and Profile development:
 - a. Import data files into Civil3D
 - b. Create plan and profile sheets
 - c. Design and draft transmission main plan and profile sheets
 - d. Develop preliminary set of plan and profile sheets for the preferred transmission main alignment with sufficient detail to engage permitting authorities.
 - e. Prepare updated plan and profile sheets with comments from permitting authorities and internal review comments.
 - f. Prepare other plan and detail sheets needed to create a complete plan set.
- 7. Permitting:
 - a. Identify the permitting authorities affected by the proposed transmission main alignment.
 - b. Contact the individual permitting authorities to notify them of the COD's proposed project.
 - c. Confirm individual permitting requirements.
 - d. Prepare permit applications and support documents.
 - e. Respond to permit review comments.
 - f. Revise plans and specifications, where needed, and resubmit.
 - g. Prepare and submit IEPA permit application.
- 8. Land Acquisition (If Needed):
 - a. Since the preferred water main alignment is not known at the start of work, the number of land and/or easement purchases is unknown. For the purposes of estimating effort and expenditures, it is assumed ten (10) parcels, and ten (10) easements will be acquired.
 - b. With a preferred alignment selected and land and easement purchases identified, provide the following:
 - i. Perform title searches
 - ii. Prepare legal descriptions for identified parcels
 - iii. Perform land/ easement appraisals
 - iv. Negotiate land and easement purchases
 - v. Finalize land and easement purchases
- 9. Preparing Engineer's Opinion of Probable Construction Cost (EOPCC):

EXHIBIT A-1
CITY OF DECATUR, ILLINOIS
NE QUADRANT WATER SYSTEM CAPACITY IMPROVEMENTS
SCOPE OF PROFESSIONAL SERVICES

- a. Establish pay items for transmission main.
 - b. Calculate quantities.
 - c. Assign unit prices.
 - d. Prepare and submit EOPCCs at the following milestones:
 - i. 30% - Type, Size & Location Report (same as Task 3c)
 - ii. 60% - Plan and profile drawings
 - iii. 90% - After permitting
 - iv. Final – prior to advertising for bids
10. Prepare technical specifications:
- a. Compile list of technical specifications needed for the transmission main
 - b. Prepare and edit technical specifications
11. Prepare bidding and contracting documents:
- a. Compile and edit COD bidding and contracting documents.
 - b. Prepare bidding and contracting documents that conform to COD requirements.
12. Bidding:
- a. Finalize all bidding documents.
 - b. Advertise the project for bids – one round of bidding.
 - c. Address bidder inquiries during the advertised bid period. Issue any addendums, as necessary.
 - d. Schedule, coordinate and conduct one pre-bid meeting with potential bidders.
 - e. Prepare pre-bid meeting minutes and distribute to attendees.
 - f. Evaluate bids for compliance with COD requirements and prepare a recommendation and Notice of Award.
13. Internal Quality Assurance Reviews:
- a. Perform quality assurance review of the plan sheets.
 - b. Perform quality assurance review of the bidding documents.
 - c. Perform quality assurance review of the contracting documents.
 - d. Perform quality assurance review of the technical specification documents.
14. Project Management:
- a. Provide project guidance and coordination via the Project Manager from start of design through the notice of award of the construction contract.
 - b. Prepare and maintain an internal Quality Assurance Plan (QAP).
 - c. Prepare, update, and maintain a detailed project schedule.
 - d. Provide direction and coordination to team members, weekly meetings.

EXHIBIT A-1
CITY OF DECATUR, ILLINOIS
NE QUADRANT WATER SYSTEM CAPACITY IMPROVEMENTS
SCOPE OF PROFESSIONAL SERVICES

- e. Provide monthly progress updates to COD.
- f. Monitor project costs.
- g. Coordinate quality assurance reviews.
- h. Schedule and conduct project meetings at key milestones (no more than 3 meetings).

15. Unforeseen Work (If Needed):

- a. Should a necessary work item arise that is not included in this scope of services, Engineer will discuss the magnitude of the work item with the COD to determine if it can be included in the available fee. If the work item can be accommodated by the available fee, COD will authorize the Engineer to perform this work under this Task number.

Deliverables include:

- a. Construction plans, bidding documents, contracting documents, and technical specifications suitable for public bidding of the transmission main in accordance with COD rules and requirements.
- b. Utility crossing permits from IDOT, railroad and possibly others.
- c. Regulatory permit application and supporting documents for the COD to obtain an IEPA permit to construct and operate the improvements.
- d. Regulatory permit application and supporting documents for the COD to obtain an IEPA stormwater pollution permit for the disturbance associated with the improvements.
- e. Engineer's Opinions of Probable Construction Cost at the prescribed milestones.
- f. Legal descriptions and plats for inclusion in land purchase and easement documents, where needed.



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA, DECATUR, ILLINOIS 62523-1196

Notice to Proceed

TO:	
City Project Name:	
City Project Number:	
City Project Phase:	

You are hereby notified that the work for the above listed City Project and Phase may commence on _____.

The City Representative for this Phase of work is _____.

After that date, you are to start performing the work as outlined in the Scope of Services and Project Timeline included in the executed contract. Please schedule and chair a project startup meeting at your earliest convenience.

CITY OF DECATUR, IL

BY: _____

(City Engineer)

Dated this _____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____

(Signature)

(Title)

Dated this _____ day of _____, 20____.

EXHIBIT C
PROJECT TIMELINE

		2026												2027												
TASK #	TASK DESCRIPTION	START	FINISH	2/9/2026	3/1/2026	4/1/2026	5/1/2026	6/1/2026	7/1/2026	8/1/2026	9/1/2026	10/1/2026	11/1/2026	12/1/2026	1/1/2027	2/1/2027	3/1/2027	4/1/2027	5/1/2027	6/1/2027	7/1/2027	8/1/2027	9/1/2027	10/1/2027	11/1/2027	12/1/2027
	Notice to Proceed	2/3/2026	2/9/2026																							
1	Data Collection																									
a	Gather city utility data, via GIS shape file: water, sanitary, storm	2/1/2026	3/31/2026																							
b	Hire a Private Utility Locate (PUL) firm to collect non-city utility data	2/1/2026	3/31/2026																							
c	Identify abandoned utilites, if possible	2/1/2026	3/31/2026																							
d	Prepare updated GIS shape file (City & Non-City Utility)	3/1/2026	3/31/2026																							
e	Resolve uncertainties & conflicts, where needed and if possible	4/1/2026	4/30/2026																							
f	Identify Field work to resolve (Potholes) COD to perform	5/1/2026	5/31/2026																							
g	COD to provide Geotechnical data from other infrastructure improvements	3/1/2026	3/31/2026																							
2	Water Model Refinement																									
a	Request and confirm Water GEMS model runs properly	2/1/2026	2/28/2026																							
b	verify water demands in model	2/1/2026	2/28/2026																							
c	Evaluate model performance for alignment alternative #1	3/1/2026	3/31/2026																							
d	Evaluate model performance for alignment alternative #2	3/1/2026	3/31/2026																							
e	Evaluate model performance for alignment alternative #3	3/1/2026	3/31/2026																							
f	Execute model for three (3) alignment alternatives: 30-inch main	4/1/2026	4/30/2026																							
g	Execute model for three (3) alignment alternatives: 36-inch main	4/1/2026	4/30/2026																							
h	Summarize model results	4/1/2026	4/30/2026																							
3	Type, Size and Location Report																									
a	Perform Desktop analysis of the alignment alternatives using GIS data & WaterGEMS model Info	4/1/2026	4/30/2026																							
b	Identify any land or easement acquisition needed, cost	5/1/2026	5/30/2026																							
c	Develop preliminary opinions of construction costs for Alternatives evaluated (30% milestone)	6/1/2026	6/30/2026																							
d	Develop draft scoring criteria, with input from COD staff	5/1/2026	5/31/2026																							
e	Score & rank the alignment alts based on the criteria est. in task 3d	6/1/2026	6/30/2026																							
	Prepare Type, Size & Location (TS&L) report & Submit to COD for review & Comment. Focus on using ductile iron pipe except for directionally drilled installations.	5/1/2026	6/30/2026																							
f	Meet w/COD to review TS&L report, receive comments & revise report	6/1/2026	6/30/2026																							
4	Field Surveys																									
a	With a preferred alignment selected, coordinate field surveys to collect topographic data	7/1/2026	7/31/2026																							
b	Locate above ground utilities w/GPS & set control points	7/1/2026	7/31/2026																							
c	Perform detailed surveys at the two connections points (Garfield Ave tank & Hubbard/Brush Coll Rd Intersection)	08/01/26	08/31/26																							
d	Request city utility locates	08/01/26	08/31/26																							
e	Request non-city utilities through PUL	08/01/26	08/31/26																							
f	Request right-of-entry to IDOT, railroad(s) & other affected entities, survey those areas	08/01/26	08/31/26																							
	Collect route utility data in the field using a drone that provides aerial imagery, Lidar data & geo-referenced attributes. FAA Authorization required for drone survey.																									
g	Post process field data collected to generate input files.	09/01/26	10/31/26																							
h		09/01/26	10/31/26																							
i	Field investigation of existing structures: sanitary, storm, water	09/01/26	09/30/26																							

				2026												2027											
TASK #	TASK DESCRIPTION	START	FINISH	2/9/2026	3/1/2026	4/1/2026	5/1/2026	6/1/2026	7/1/2026	8/1/2026	9/1/2026	10/1/2026	11/1/2026	12/1/2026	1/1/2027	2/1/2027	3/1/2027	4/1/2027	5/1/2027	6/1/2027	7/1/2027	8/1/2027	9/1/2027	10/1/2027	11/1/2027	12/1/2027	
5	Geotechnical Engineering																										
a	With a preferred alignment selected, engage SKS Engineers for geotechnical engineering	08/01/26	08/30/26																								
i	Subsurface investigations (Soil borings) at no more than two rail & stream crossings each.	09/01/26	10/31/26																								
ii	Subsurface investigations (Soil borings) at no more than three locations along the preferred alignment to confirm	09/01/26	10/31/26																								
iii	Perform pavement cores at no more than three locations along the preferred alignment.	09/01/26	10/31/26																								
iv	Geotechnical report for rail crossing(s).	11/01/26	11/30/26																								
v	Dewatering details for rail crossing(s).	11/01/26	11/30/26																								
vi	Shoring plans for rail crossing(s).	11/01/26	11/30/26																								
6	Plan and Profile Development																										
a	Import data files into Civil3D	10/01/26	10/31/26																								
b	Create plan & profile sheets	11/01/26	11/30/26																								
c	Design & draft transmission main plan & profile sheets	12/01/26	01/31/27																								
d	Develop preliminary set of plan & profile sheets for the preferred transmission main alignment w/sufficient detail to engage permitting authorities	02/01/27	02/28/27																								
e	Prepare other plan & detail sheets w/comments from permitting authorities & internal review comments	03/01/27	03/31/27																								
f	Prepare other plan & detail sheets needed to create a complete plan set.	03/01/27	03/31/27																								
7	Permitting																										
a	Identify the permitting authorities affected by the proposed transmission main alignment: RR, IDOT, IEPA	02/01/27	03/31/27																								
b	Contact the individual permitting authorities to notify them of COD's proposed project.	03/01/27	03/31/27																								
c	Confirm individual permitting requirements.	03/01/27	03/31/27																								
d	Prepare permit applications & support documents: submit to permit authorities	04/01/27	05/31/27																								
e	Respond to permit review comments.	06/01/27	07/31/27																								
f	Revise plans & specifications, where needed, & resubmit.	08/01/27	08/31/27																								
g	Prepare & submit IEPA permit application.	08/01/27	08/31/27																								
h	Fees associated with permit applications to be paid by COD	08/01/27	08/31/27																								
8	Land Acquisition (If Needed)																										
a	Land acquisition assumption: 10 parcels and 10 easements	07/01/26	04/30/27																								
b	W/a preferred alignment selected & land & easement purchases identified, provide the following:	08/01/26	08/31/26																								
i	Perform title searches	09/01/26	09/30/26																								
ii	Prepare legal descriptions for identified parcels	10/01/26	11/30/26																								
iii	Perform land/easement appraisals	12/01/26	01/31/27																								
iv	Negotiate land & easement purchases	02/01/27	04/30/27																								
v	Finalize land & easement purchases	05/01/27	07/31/27																								
9	Prepare Engineer's Opinion of Probable Construction Cost																										
a	Establish pay items for transmission main	06/01/26	06/30/26																								
b	Calculate quantities	06/01/26	06/30/26																								
c	Assign unit prices	07/01/26	07/31/26																								
d	Prepare & submit EOPCCs & Updates at the following milestones:																										
i	30%-Type, Size & Location Report (Same as Task 3c)	06/01/26	06/30/26																								

		2026												2027												
TASK #	TASK DESCRIPTION	START	FINISH	2/9/2026	3/1/2026	4/1/2026	5/1/2026	6/1/2026	7/1/2026	8/1/2026	9/1/2026	10/1/2026	11/1/2026	12/1/2026	1/1/2027	2/1/2027	3/1/2027	4/1/2027	5/1/2027	6/1/2027	7/1/2027	8/1/2027	9/1/2027	10/1/2027	11/1/2027	12/1/2027
ii	60%-Plan & Profile drawings	02/01/27	02/28/27																							
iii	90%-After Permitting	05/01/27	05/31/27																							
iv	Final-prior to advertising for bids	06/01/27	06/30/27																							
10	Prepare Technical Specifications																									
a	Compile list of technical specifications needed for the transmission main	03/01/27	04/30/27																							
b	Prepare & edit technical specifications	04/01/27	04/30/27																							
11	Prepare Bidding and Contracting Documents																									
a	Compile & edit COD bidding & contracting documents	05/01/27	05/31/27																							
b	Prepare & edit COD Bidding & Contracting documents	05/01/27	05/31/27																							
12	Bidding																									
a	Finalize all bidding documents	06/01/27	06/30/27																							
b	Advertise the project for bids - one round of bidding (assumed 30 day period)	06/01/27	06/30/27																							
c	Address bidder inquiries during the advertised bid period. Issue any addendums, as necessary.	07/01/27	07/31/27																							
d	Schedule, coordinate & conduct one pre-bid meeting with potential bidders	07/01/27	07/31/27																							
e	Prepare pre-bid meeting minutes & distribute to attendees	07/01/27	07/31/27																							
f	Evaluate bids for compliance w/COD requirements & prepare a recommendation & Notice of Award	08/01/27	08/31/27																							
13	Internal Quality Assurance Reviews																									
a	Perform quality assurance review of the plan sheets	05/01/27	05/31/27																							
b	Perform quality assurance review of the bidding documents	05/01/27	05/31/27																							
c	Perform quality assurance review of the contracting documents	05/01/27	05/31/27																							
d	Perform quality assurance review of the technical specification documents	05/01/27	05/31/27																							
14	Project Management																									
	Provide project guidance & coordination via the Project Manager from start of design through the Notice of Award of the Construction Contract.																									
a	Provide project guidance & coordination via the Project Manager from start of design through the Notice of Award of the Construction Contract.	02/01/26	08/31/27																							
b	Prepare & Maintain an internal Quality Assurance Plan (QAP)	02/01/26	08/31/27																							
c	Prepare, update & maintain a detailed project schedule	02/01/26	08/31/27																							
d	Provide direction & coordination to team members, weekly meetings.	02/01/26	08/31/27																							
e	Provide monthly progress updated to COD.	02/01/26	08/31/27																							
f	Monitor project costs.	02/01/26	08/31/27																							
g	Coordinate quality assurance reviews	02/01/26	08/31/27																							
h	Schedule & conduct project mtgs at key milestones.	02/01/26	08/31/27																							
15	Unforeseen Work (If Needed - No Defined Schedule)	02/01/26	08/31/27																							

Notes:

This schedule is subject to change considering the unknowns associated with the following project aspects:

- Evaluation of alignment alternatives
- Cooperation from the non-city utilities in providing information
- Cooperation from the railroad permitting authority(s) in processing application(s)
- Advertising the project for bids may have to exclude some or all permits: any changes may have to be addressed through an addendum during bidding or a change order during construction.
- Schedule assumes existing WaterGEMS model executes properly
- Schedule assumes no delays associated with land acquisition



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

Amendment No

Date: _____
Request No. _____ ☐ Final
Consulting
Engineer: _____
Address: _____

I recommend that an ☐ addition of \$ _____ be made to the above contract.
☐ deduction

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

Amount of original contract \$ _____
Amount of previous amendments \$ _____
Amount of current amendment \$ _____
Amount of adjusted/final contract \$ _____

☐ addition
Total net ☐ deduction to date \$ _____ which is _____ % of Contract Price

State fully the nature and reason for the amendment change _____

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

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

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

Recommended _____
Public Works Director

_____ Date

Approved _____
Mayor
_____ Date

Attested _____
City Clerk
_____ Date

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Audrey McNeill PHONE (A/C, No, Ext): 309-282-3907 E-MAIL ADDRESS: amcneill@holmesmurphy.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Employers Mutual Casualty Company		21415
INSURER B: Aspen Specialty Insurance Company		10717
INSURER C: XL Specialty Insurance Company		37885
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1017099654**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			5D57480	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5E57480	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			5J57480	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	5T57480 (NJ) 5M57480 (FL) 5H57480	1/1/2026 1/1/2026 1/1/2026	1/1/2027 1/1/2027 1/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Pollution Liability Professional Liability Each Claim			ER00YEL26 DPR5051712	1/1/2026 1/1/2026	1/1/2027 1/1/2027	Claim/Aggregate 2,000,000 Each Claim 5,000,000 Aggregate 7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Reference: Northeast Quadrant Water System - City Project 2026-04

THE CITY OF DECATUR IS NAMED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT, PER POLICY TERMS AND CONDITIONS. A 30 DAY NOTICE OF CANCELLATION APPLIES TO THE GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA LIABILITY, AND WORKERS COMPENSATION POLICIES AS REQUIRED BY WRITTEN CONTRACT, PER POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF DECATUR
1 GARY K ANDERSON PLAZA
DECATUR IL 62523
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E.** All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a written contract or agreement, and only if the written contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an "insured":

- Any person or organization whom you have agreed in a written contract or agreement to name as an additional "insured" under your "auto" Policy to provide "bodily injury" or "property damage" coverage, but only with respects to liability arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance afforded to such additional "insured" will not be broader than that which you are required to provide for such additional "insured" and applies only to a written contract executed prior to the "bodily injury" or "property damage" and is still in force at the time of the "accident".
- With respect to the insurance afforded to the additional "insured" described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage**:

The most we will pay on behalf of the additional "insured" is the amount of insurance:

- (1) Required by the written contract or agreement described above, or

- (2) Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations; whichever is less.

C. EMPLOYEES AS INSURED

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For **Hired Auto Physical Damage Coverage** any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" that is a private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside

a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. **Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is \$5,000, in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

- (1) The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of \$100,000, Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN/LEASE GAP COVERAGE

Section III – Physical Damage Coverage
Paragraph A.4. Coverage Extensions is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered "auto" under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of \$10,000 on the lease or loan for a covered "auto", including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy's **Physical Damage Coverage**; and
2. Any:
 - a. Overdue or any deferred lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to Personal Property Of Others in or on your covered "auto" in the event of a covered "auto" loss.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you

are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the **Physical Damage – Transportation Expense**

Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

S. VEHICLE WRAPS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. Vehicle wraps that are damaged are covered at the lessor of replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to \$2,000.

This coverage does not apply to wear and tear.

T. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

U. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to a covered "auto" you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph **2.** is replaced by the following:

2. Regardless of the number of covered "autos" damaged or stolen the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or Mischief or Vandalism; or
- b. All Perils
- c. Collision

Will be equal to two times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

W. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered "autos", no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered "auto(s)".

X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – Physical Damage D. Deductible is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any "loss" caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

Y. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a

written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c. is replaced by the following:

This Coverage Form's **Covered Autos Liability Coverage** is primary to and will not seek contribution from any other insurance available to an "insured" under your Policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

AC. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AD. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.

Insurance Company

Countersigned by

Premium

Paula A. Dixon

WC 00 03 13
(Ed. 4-84)

EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all

respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws - if questions contact the City of Decatur Legal Department at 217/424-2807.)

STATE OF Illinois)
) ss.
 COUNTY OF Sangamon)

SECTION I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Crawford, Murphy & Tilly, Inc. (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

 X Corporation (if a Corporation, complete B)

 Partnership (if a Partnership, complete C)

 Limited Liability Corporation (if an LLC, complete C)

 Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 370844662.

B. CORPORATION

The State of Incorporation is Delaware.

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
Brian R. Welker Name	2750 West Washington Street Company Address, Principal Office
550 North Commons Drive, Suite 116 Address	Springfield, IL 62702 City, State, Zip
Aurora, IL 60504 City, State, Zip	217-787-8050 Telephone
630-820-1022 Telephone	Facsimile
	www.cmtengr.com Website

The corporate officers are as follows:

President: Adam J. Burns _____

Vice President: Stephen J. Prange _____

Secretary: Raed Armouti _____

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

_____	_____
Name	Home Address & Telephone

_____	_____
Name	Home Address & Telephone

_____	_____
Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

SECTION II. NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

- A. This bid is made without any connection or common interest in the profits with any other person other than the Consulting Engineer except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract X None

- B. No department director or any employee or any officer of the City of Decatur has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

- C. That the Consulting Engineer is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Consulting Engineer is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Consulting Engineer is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Consulting Engineer has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Consulting Engineer and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONSULTING ENGINEER

Raed Armouti

Signature

____ Raed Armouti, PE _____

Printed Name

____ Sr. Vice President _____

Title

SUBSCRIBED and SWORN to before me this

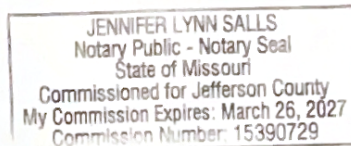
23rd

day of

January, 20*26*

Jennifer Lynn Salls

Notary Public



CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2026

Classification	Regular Rate
Senior Principal 2	\$ 350
Senior Principal	\$ 325
Principal	
Senior Manager	\$ 315
Senior Planner 2	
Senior Specialty Engineer 2	\$ 300
Senior Structural Engineer 2	
Senior Specialty Professional 2	\$290
Senior Civil Engineer 2	
Project Manager 2	\$270
Senior Environmental Scientist 2	\$260
Senior Architect 2	\$ 250
Senior Structural Engineer	
Senior Civil Engineer	
Senior Specialty Engineer	\$ 235
Senior Specialty Professional	
Senior Environmental Scientist	
Project Manager	\$ 230
Senior Planner	\$ 225
Senior Administrative Specialist	\$ 210
Senior Technician	\$ 190
Project Environmental Scientist	
Project Civil Engineer	\$ 185
Project Specialty Engineer	
Project Structural Engineer	
Project Planner	
Project Specialty Professional	
Civil Engineer	\$ 180
Specialty Engineer	
Structural Engineer	
Administrative Specialist	
Specialty Professional	\$ 160
Planner	
Project Technician	
Architect	\$ 150
Environmental Scientist	
Technician	\$ 135
Admin Coordinator	\$120
Admin	\$ 115

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2027.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
Signature:

Title:

Council Memo
Information Technology Department
No. 2026-055

DATE: 2/2/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, Interim City Manager
Travis Schanaman, Director of Information Technology
Ryan Huffer, Communications Coordinator

SUBJECT:
Resolution Authorizing Agreement with Pulse Marketing LLC for City Website Services

SUMMARY RECOMMENDATION: Staff recommends that the City Council approve the attached resolution, authorizing the City Manager or their designated alternate to pay for part-time webmaster services, with the contractor providing support in management, maintenance, and configuration to ensure regulatory compliance with applicable state and federal regulations.

BACKGROUND:

The City of Decatur has contracted with Pulse Marketing for part-time webmaster services since March 2024, just as the City began developing a new decaturil.gov website using CivicPlus. Their ongoing responsibilities include website maintenance and updates, technical support, content management, SEO (search engine optimization), website analytics, compliance, and training.

Additionally, new federal regulations pertaining to accessibility for persons with disabilities have placed additional demands on the management of the website. This regulation is the ADA Title II Web Accessibility requirement and requires that all state and local government entities serving populations of 50,000 or greater meet the Web Content Accessibility Guidelines 2.1 Level AA. The city does not have a full-time webmaster on staff and would be unable to meet this demand without the assistance of the vendor. Failure to meet this regulation represents a risk of fines of up to \$75,000 and \$150,000 for subsequent violations. This does not include legal fees and other costs associated with or mandated by federal oversight and monitoring that may be levied on the city for remediation purposes.

Pulse Marketing's services are managed by the City Communications Coordinator, with oversight from the IT Department. Pulse meets with City staff on a weekly basis via video conference, and an in-person meeting is arranged once or twice per year, depending on demand. The Pulse team delivers a report of activities that is included in the IT Department's monthly report.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

None. In FY2025 and FY2024, the City of Decatur entered into short-term and ad-hoc agreements with Pulse Marketing under the IT Department and in FY2025 Pulse Marketing was a by name budgeted item under its fka and below the policy threshold required for additional budget approval. As such those engagements did not require council action.

POTENTIAL OBJECTIONS: None anticipated

INPUT FROM OTHER SOURCES:

None

STAFF REFERENCE: Travis J. Schanaman, IT Director, (217)450-2236

BUDGET/TIME IMPLICATIONS: The total for this contract renewal is \$36,000 for 12 months to provide 80 hours of webmaster services per month. It will be executed using the Information Technology 2026 General Fund budget under professional services. The City intends to pay the contract in full in a single installment to receive a 5% discount, resulting in a \$34,200 expense.

ATTACHMENTS:

1. 2026 Resolution - Webmaster Services
2. PART-TIME WEBMASTER CONTRACT
3. Invoice Pulse Marketing

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING AGREEMENT WITH PULSE MARKETING LLC
FOR CITY WEBSITE SERVICES**

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

Section 1. That the contract presented to the Council herewith from Pulse Marketing LLC for maintenance, support, and webmaster services for the city website of www.decaturl.gov, be, and the same is hereby received, placed on file, and approved.

Section 2. That the Interim City Manager or her designee be, and she is hereby, authorized and directed to make payment to Pulse Marketing LLC, in an amount not to exceed \$36,000 on behalf of the City of Decatur for maintenance support for the Permitting and Licensing software maintenance, support, and webmaster services for the city website of www.decaturl.gov.

PRESENTED AND ADOPTED this 2nd day of February 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PART-TIME WEBMASTER CONTRACT

This Contract for Part-Time Webmaster Services (the "Contract") is entered into on 12/1/2025, by and between Pulse Marketing LLC, an Illinois limited liability company, located at 350 Massachusetts Ave #257, Indianapolis, IN 46204 ("Contractor"), and the City of Decatur, Illinois, located at 1 Gary K. Anderson Plaza, Decatur, IL, 62523 ("Client").

1. SERVICES:

Contractor agrees to provide the following part-time webmaster services to Client:

- a. Website Maintenance and Updates: Regularly updating content, ensuring that the website is functioning correctly, and making necessary changes or improvements.
- b. Technical Support: Troubleshooting technical issues on the website, such as broken links, page errors, or server problems.
- c. Content Management: Overseeing or directly managing the creation and publication of content, including text, images, and videos.
- d. User Experience and Design: Ensuring the website is user-friendly and visually appealing, including layout, design, and navigation.
- e. SEO (Search Engine Optimization): Implementing strategies to improve the website's visibility and ranking in search engine results.
- f. Performance Monitoring: Using tools to monitor website traffic, user engagement, and performance metrics to identify areas for improvement.
- g. Compliance: Ensuring the website complies with legal standards and regulations, such as privacy policies and accessibility guidelines.
- h. Collaboration with Stakeholders: Working with various stakeholders, including content creators, marketing teams, IT professionals, and upper management.
- i. Training and Guidance: Providing training or guidance to other team members on web-related tasks and best practices.

2. TERM:

The term of this Contract shall commence on January 1, 2026, and shall continue for a period of twelve (12) months, ending on December 31, 2026, unless terminated earlier as provided herein. At the end of the initial term, and at the end of each subsequent 12-month term, this Contract may be renewed for an additional 12-month term upon mutual written agreement of

both parties. Each renewal term shall be subject to the same terms and conditions as set forth in this Contract, unless otherwise agreed upon in writing by both parties.

3. COMPENSATION:

a. Client agrees to pay Contractor a total contract value of \$36,000 for the term of the Contract, payable in monthly installments of \$3,000 each.

b. Pre-Pay Offer: Client may opt to pre-pay the entire contract value at the commencement of the Contract for a total of \$34,200, reflecting a 5% discount off the total contract value.

c. Overages: In the event that the total hours of service provided by Contractor exceed 80 hours in any given month, Client agrees to pay an additional rate of \$75 per hour for each hour over 80 hours. Contractor shall provide Client with a detailed accounting of all hours worked in excess of 80 hours in the applicable month, and such additional compensation shall be due and payable within 30 days of receipt of the invoice for such overages.

4. HOURS OF WORK:

Contractor agrees to provide up to 80 hours of webmaster services per month. In any given week, the hours worked shall not exceed 30 hours.

5. INVOICING AND PAYMENT:

Contractor shall invoice Client monthly for services rendered. Payment is due within 30 days of receipt of invoice. In the case of the pre-pay option, payment is due in full at the commencement of the Contract.

6. TERMINATION:

This Contract is for a fixed term and is not subject to early termination by either party, except in the event of a material breach of the terms of this Contract by either party. In the event of a material breach, the non-breaching party may terminate the Contract upon providing 30 days written notice to the breaching party, specifying the nature of the breach and providing an opportunity to cure the breach within the notice period. If the breach is not cured within the notice period, the Contract may be terminated immediately by the non-breaching party.

7. CONFIDENTIALITY:

Contractor agrees to maintain the confidentiality of all Client information and data and shall not disclose such information without the prior written consent of Client. This obligation of confidentiality shall extend to all materials, documents, and data, whether in electronic or other forms, that are provided by Client or developed by Contractor in the course of providing services under this Contract. Contractor shall take all reasonable precautions to prevent any

unauthorized disclosure of Client's confidential information and shall immediately notify Client in the event of any suspected or actual breach of confidentiality. This confidentiality obligation shall survive the termination of this Contract and shall continue indefinitely unless otherwise agreed upon in writing by both parties.

8. INDEPENDENT CONTRACTOR:

Contractor is engaged as an independent contractor and is not an employee, agent, or representative of Client. Contractor shall have sole control over the manner and means by which the services under this Contract are performed. Contractor is responsible for all taxes, insurance, and other obligations arising from this Contract and shall comply with all applicable laws and regulations pertaining to independent contractors. Client shall not be responsible for withholding taxes, providing benefits, or covering insurance for Contractor. Contractor acknowledges that they are not entitled to participate in any employee benefit plans, policies, or practices of Client. This independent contractor status shall be maintained throughout the term of this Contract and any renewal terms.

9. GOVERNING LAW:

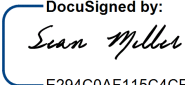
This Contract shall be governed by and construed in accordance with the laws of the State of Illinois.

10. ENTIRE AGREEMENT:

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

Pulse Marketing LLC

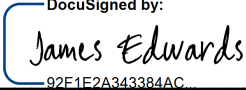
By:  E294C0AE115C4CB

Name: Sean Miller

Title: Chief Executive Officer

Date: 12/1/2025

City of Decatur, Illinois

By:  92F1F2A343384AC...

Name: James Edwards

Title: Director of Information Technology

Date: 12/1/2025

INVOICE

Pulse Marketing LLC
350 Massachusetts Ave
Ste 255
Indianapolis, IN 46204-2270

sean@pulsemarketing.co
+1 (812) 657-1790
pulsemarketing.co



Bill to
Ryan Huffer
City of Decatur
1 Gary K Anderson Plaza
Decatur, Illinois 62523
United States

Invoice details
Invoice no.: 152
Terms: Net 30
Invoice date: 01/01/2026
Due date: 01/31/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Fractional Webmaster Services	1 Year of Pulse Marketing's Fractional Webmaster program to provide ongoing website maintenance, updates, technical support, and related services to ensure optimal website performance and usability.	12	\$3,000.00	\$36,000.00

Ways to pay



Subtotal	\$36,000.00
Discount 5%	-\$1,800.00
Total	\$34,200.00

View and pay