



Monday, March 2, 2026
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

IV. Approval of Minutes

1. Approval of Minutes of February 17, 2026 City Council Meeting

V. Unfinished Business

VI. New Business

1. Resolution Authorizing Evaluation Criteria, Application and Scoring for City Council Community Grant Program
2. Resolution Authorizing Expenditure of Funds for the City of Decatur City Council Community Grant Program for Fiscal Year 2026
3. Resolution Amending R2024-349 A Behind the Meter Solar Project for the William Street Pump Station
4. City Manager Update
5. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent

Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.

- A. Resolution Authorizing Engagement of Presidio Inc for Maintenance, Support, and Migration Services for the City Phone System
- B. Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One Ford F-150 Truck and Upfit
- C. Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One Ford F-450 Truck and Upfit
- D. Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One Ford F-250 Truck and Upfit
- E. Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One Ford F-450 Truck and Upfit
- F. Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One Ford F-550 Truck and Upfit
- G. Resolution Authorizing Lake Decatur Watershed Farmland Conservation Program Agreement for Waterway and Sediment Control Basin Improvements with Emily Baldwin
- H. Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy and Tilly, Inc., to Provide Final Design Engineering Services for the Lost Bridge North Basin and Florian Basin Inflow and Infiltration Reduction Project, City Project 2017-02
- I. Resolution Authorizing Action Regarding Unsafe Structures
- J. Resolution Authorizing the Execution of an Agreement with Ezell Excavating for the Demolition of 720 N. Edward St.
- K. Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings

VII. Other Business

VIII. Adjournment

CITY COUNCIL MINUTES
Tuesday, February 17, 2026

On Tuesday, February 17, 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 Consuelo Cruz, Pat McDaniel, David Horn, Ed Culp, Dennis Cooper and Lisa Gregory. Mayor Moore Wolfe declared a quorum present.

City Manager Melissa Hon attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Dianne Spaniol, Dr. Chung-Ha-Kim, Gary Jones, Shekila Smith, Alan Wade, Cherri Johnson, James McFarland and Brittany Larson.

Council members responded to citizens' comments.

Mayor Moore Wolfe called for approval of the minutes.

The minutes of February 2, 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 Consuelo Cruz, Pat McDaniel, David Horn, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

Resolution Authorizing Agreement Amendment Between the City of Decatur and Love Learning and Laughter Daycare, LLC, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Hon provided an overview of the Resolution.

Council members expressed their opinions on the proposed amendment to allocate additional funds for the project.

Ms. Cherri Johnson, owner of Love Learning and Laughter Daycare, LLC, responded to questions from Council members about the request for additional funding.

Council members continued to express their views on the amendment.

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

Mayor Moore Wolfe pulled the following item from the Council agenda: Budget Amendment 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, 2026 - Love Learning and Laughter Daycare LLC.

R2026-22 Resolution Authorizing City of Decatur to Enter into Purchase Agreement for Purchase of a Pierce Enforcer Aerial Ladder Fire Apparatus from MacQueen Emergency and Agreement for Debt Financing of Apparatus, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Fire Chief Neil Elder provided an overview of the Resolution and addressed questions from Council members concerning the replacement of the ladder truck.

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

City Manager Hon shared the City Manager update. The Decatur Fire Department received \$150,000 from the Howard G. Buffett Foundation. Additionally, the city has completed the installation of electric vehicle chargers, and the transition to a cashless fare system is set to begin shortly.

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

R2026-23 Item B. Resolution Authorizing City of Decatur to Enter into Agreement with Locality Media, LLC d/b/a First Due for Records Management System (RMS) Services and Implementation

2026-09 Item D. Ordinance Rezoning Property from R-5 Two Family Residence District to B-1 Neighborhood Shopping Center District 543 East Division Street

R2026-24 Item E. Resolution Authorizing a Contract Change Order with E.L. Pruitt Company for Chiller Replacement at the Decatur Public Library

2026-10 Item F. Budget Amendment 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, 2026 - Decatur Public Library

R2026-25 Item G. Resolution Accepting the Bid of Dunn Company for the Purchase of Bituminous Pavement Materials

R2026-26 Item H. Resolution Accepting the Bid of Metal Culverts, Inc. for the Purchase of Corrugated Steel Pipe

R2026-27 Item I. Resolution Accepting the Bid of Energy Culvert Co. for the Purchase of Corrugated Steel Pipe
 R2026-28 Item J. Resolution Accepting the Bid of CCI Redi-Mix for the Purchase of Portland Cement Concrete
 R2026-29 Item K. Resolution Accepting the Bid of Energy Culvert Co. for the Purchase of Corrugated Polyethylene Pipe
 R2026-30 Item L. Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Sutton Ford Inc. for the Purchase of Four (4) 2026 Ford Explorer Police Interceptor Vehicles
 R2026-31 Item M. Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Federal Signal Corporation for the Upfit of Four (4) Police Vehicles
 R2026-32 Item N. Resolution Accepting the Bid of CDS Office Technologies for the Purchase of Four (4) Sets of Computer Equipment for Police Vehicles
 2026-11 Item P. Ordinance Amending Ordinance No. 2023-66 Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method Within a Certain Area in the City of Decatur Former Decatur Manufactured Gas Production Site 515 East Main Street
 R2026-33 Item Q. Resolution Rescinding a Purchase Order with Carbon Activated and Authorizing a Purchase Order with Ingevity for Furnishing Water Treatment Carbon for the Year 2026, Purchase #025-09
 R2026-34 Item R. Resolution Authorizing the 2026 Managed Support Agreement with Concentric Integration, LLC for South Water Treatment Plant SCADA System
 R2026-35 Item S. Resolution Approving Reappointments - Construction and Housing Board of Appeals
 R2026-36 Item T. Resolution Approving Appointments - Construction and Housing Board of Appeals
 Item U. Receiving and Filing of Minutes of Boards and Commissions

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

2026-12 Ordinance Adding Territory to Enterprise Zone and Approving the Amendment of the Enacting Ordinance and Intergovernmental Agreement Mt. Zion Community Drive Redevelopment, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Culp.

City Manager Hon answered questions from Councilman Horn about the proposed boundary revision.

Ms. Nicole Bateman, President of the Economic Development Corporation, answered questions from Councilman Horn about adding parcels into the Enterprise Zone through future boundary amendments.

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

R2026-37 Resolution Authorizing Payment to the Decatur Civic Center Authority for Operations and Other Services as Provided to the City of Decatur by the Civic Center Authority, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Hon responded to questions from Councilman Horn about whether alternative services were explored.

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

R2026-38 Resolution Authorizing a Professional Services Agreement with Intera, Inc. for Drought Support, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Mr. Matt Newell, Public Works Director, responded to questions from Council members about short-term water supply solutions, drought responses and the level of nitrates in the lake.

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

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

Mayor Moore Wolfe announced that the name of the new baseball league in Decatur will be called the Decatur Bean Ballers.

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

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:37 p.m.

Approved _____
Kim Althoff
City Clerk

**COUNCIL MEMO
EXECUTIVE DEPARTMENT
NO. 2026-04**

DATE: March 2, 2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager

SUBJECT: Resolution Authorizing Evaluation Criteria, Application & Scoring for
City Council Community Grant Program

BACKGROUND: Evaluation Criteria, Application & Scoring to ensure all funding requests are evaluated consistently, transparently, and alignment with the City's strategic goals; when allocating public funds to community grants.

POTENTIAL OBJECTIONS: Staff is not aware of any objection.

STAFF REFERENCE: Melissa Hon at mhon@decaturil.gov

RESOLUTION NO. R2026 _____

**RESOLUTION AUTHORIZING EVALUATION CRITERIA, APPLICATION AND
SCORING FOR CITY COUNCIL COMMUNITY GRANT PROGRAM**

WHEREAS, the City designated funds for the Community Grant Program to support projects that align with the City's strategic goals.

WHEREAS, it is the intent of the City Council to ensure a fair, transparent, and objective process for the distribution of funds.

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

Section 1. The City Council hereby authorizes the administration of funds for the Community Grant Program in accordance with the guidelines set forth in Exhibit A attached.

PRESENTED AND ADOPTED this 2nd day of March 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Exhibit A



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523-1196

City Council Community Grants Evaluation Criteria

Purpose

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

1. Alignment with City Priorities

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

2. Demonstrated Community Impact

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

3. Financial Capacity & Accountability

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

4. Organizational Capacity

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

5. Sustainability and Long-Term Benefit

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

6. Reporting & Compliance

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

Implementation Requirements:

- Requests must be submitted through the standard application process with budget, measurable goals, and expected outcomes.
- Applications will be reviewed by staff prior to being sent to City Council for evaluation.
- A grant will not be awarded to applicants already receiving funds from the City of Decatur, IL.
- If awarded, applicants are not eligible to receive grant funding in the next funding cycle. Awardees may only apply every other funding cycle.
- All approved recipients must sign a funding agreement outlining deliverables, reporting deadlines, and repayment or claw back provisions for nonperformance.
 - Awardees will be required to submit a mid-year and a final year-end report.
- City Council will approve the final awards.
- Grants will be awarded in increments of \$10,000 for a total of seven (7) grants. Funds are limited to a maximum of \$70,000.
- Once awarded, and funding agreements have been signed, grants will be issued in a lump sum payment to the recipient.



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523-1196

CITY COUNCIL COMMUNITY GRANTS FUNDING REQUEST APPLICATION

Fiscal Year: _____

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

1. Applicant Information

Organization Name: _____

Mailing Address: _____

Primary Contact Name & Title: _____

Phone Number: _____

Email Address: _____

Website: _____

Federal EIN (if applicable): _____

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

2. Funding Request Summary

Project or Program Title: _____

Amount Requested from City of Decatur: _____

Total Project/Program Budget: _____

Project Timeline (Start / End): _____

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

3. Project or Program Description

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

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

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

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

4. Budget & Financial Information

Total Project Budget: _____

City Funds Requested: _____

Other Funding Sources (list each): _____

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

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

5. Organizational Capacity

Describe your organization's mission and primary activities: _____

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

Provide examples of similar projects or outcomes delivered successfully: _____

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

Key staff or partners involved in this project: _____

6. Reporting and Compliance

If funded, your organization agrees to:

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

Authorized Signature: _____ Date: _____

Printed Name & Title: _____

7. Required Attachments

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

Submit completed applications to:

City of Decatur – Economic & Community Development Department

Attn: [Insert Contact Name]

1 Gary K. Anderson Plaza, Decatur, IL 62523

or email: [Insert Email Address]

Staff Reviewer: _____ Date Received: _____

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



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA

DECATUR, ILLINOIS 62523-1196

CITY COUNCIL COMMUNITY GRANTS FUNDING EVALUATION SCORING SHEET

Applicant/Entity: _____

Program or Project Title: _____

Requested Amount: \$ _____ Date Reviewed: _____

Reviewer Name: _____

Evaluation Criteria:

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

Total Score _____

Recommended Award Amount \$ _____

**COUNCIL MEMO
EXECUTIVE DEPARTMENT
NO. 2026-03**

DATE: March 2, 2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager

SUBJECT: Resolution Authorizing Expenditure of Funds for the City of Decatur City Council Community Grant Program for Fiscal Year 2026

BACKGROUND: Due to an increase in requests for funding from various organizations in the community, the City Council desires to establish an open and equitable process to award funding. In the FY26 budget the City Council approved \$70,000 in Community Contribution funding (pg. 46, account #10430392-445060).

POTENTIAL OBJECTIONS: Staff is not aware of any objection.

STAFF REFERENCE: Melissa Hon at mhon@decaturil.gov

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

RESOLUTION NO. R2026 _____

**RESOLUTION AUTHORIZING EXPENDITURE OF FUNDS FOR THE CITY OF
DECATUR CITY COUNCIL COMMUNITY GRANT PROGRAM
FOR FISCAL YEAR 2026**

WHEREAS, the City Council approved the Community Grant Funding for various organizations in the community.

WHEREAS, in the FY26 budget the City Council approved \$70,000 in Community Contribution funding.

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

Section 1. The City Council authorizes allocation of \$70,000 from the Community Contribution funding to be used for various organizations in the community.

PRESENTED AND ADOPTED this 2nd day of March 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

RESOLUTION NO. 2026-_____

**RESOLUTION AMENDING R2024-349 A BEHIND THE METER SOLAR PROJECT
FOR THE WILLIAM STREET PUMP STATION**

WHEREAS: the City of Decatur owns the William Street Pump Station located at 2707 E. William Street which use a significant amount of electricity; and,

WHEREAS: the City of Decatur has supported and authorized staff to explore the solar potential to offset the electric supply needs for this facility; and,

WHEREAS: the City desires to pursue a proposed behind the meter solar project based on the ROI and benefits of renewable energy production; and,

WHEREAS: the City Council authorized the execution of a Power Purchase Agreement (PPA) in Resolution No. R2024-349 on November 18, 2024; and,

WHEREAS: the PPA was not finalized until recently and the terms have changed since the Resolution was originally passed and a new PPA is proposed.

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

Section 1. That the City Manager, or their designee, is authorized to execute the proposed power purchase agreement (PPA), of which the draft is attached here as Exhibit A.

Section 2. That the City Manager, or their designee, is authorized to execute the necessary utility interconnection agreement, and any other documents necessary to authorize this behind the meter solar project.

PRESENTED and ADOPTED this 2nd day of March 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this "**Agreement**") is entered into by the parties listed below (each a "**Party**" and collectively the "**Parties**") as of the date signed by Seller below (the "**Effective Date**").

Purchaser:		Seller:	
Name and Address	City of Decatur, IL 1 Gary K Anderson Plaza Decatur, IL 62523 Attention: Melissa Hon	Name and Address	Hawk-Attollo LLC 801 W Main St, Suite A221 Peoria, IL 61606 Attention: Jason Hawksworth
Phone	217-424-2700	Phone	309-231-3900
Fax	N/A	Fax	N/A
E-mail	mhon@decaturil.gov	E-mail	jason@hawkenergysolutions.com
Premises Ownership	Purchaser ☒ owns ☐ leases the Premises. List Premises Owner, if different from Purchaser: N/A	Additional Seller Information	

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in Exhibit 2 (the "**System**") and installed at the Purchaser's facility described in Exhibit 2 (the "**Facility**").

The exhibits listed below are incorporated by reference and made part of this Agreement.

<u>Exhibit 1</u>	<u>X</u>	Basic Terms and Conditions
<u>Exhibit 2</u>	<u>X</u>	System Description
<u>Exhibit 3</u>	<u>N/A</u>	Credit Information
<u>Exhibit 4</u>	<u>X</u>	General Terms and Conditions
<u>Exhibit 5</u>	<u> </u>	Form of Memorandum of License

Purchaser: City of Decatur, IL

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Seller: Hawk-Attollo LLC

Signed by: _____
Signature: Jason Hawksworth
A800763CC33C411...

Printed Name: Jason Hawksworth

Title: Manager

Date: 2/20/2026



Exhibit 1
Basic Terms and Conditions

1. **Term:** Twenty (20) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to three (3) Additional Terms of five (5) years each.
3. **Environmental Incentives and Environment Attributes:** Accrue to Seller.
4. **Contract Price:**

Contract Year	\$/kWh
1	\$0.0700
2	\$0.0714
3	\$0.0728
4	\$0.0742
5	\$0.0758
6	\$0.0773
7	\$0.0788
8	\$0.0804
9	\$0.0820
10	\$0.0837
11	\$0.0853
12	\$0.0870
13	\$0.0888
14	\$0.0906
15	\$0.0924
16	\$0.0942
17	\$0.0961
18	\$0.0980
19	\$0.1000
20	\$0.1020

5. **Condition Satisfaction Date:** December 31, 2026
6. **Anticipated Commercial Operation Date:** April 1, 2027
7. **Rebate Variance.** All prices in this Agreement are calculated based on an upfront rebate of \$44,000 and \$172,000 Illinois Shines REC Contract Value. If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received.
8. **Purchaser Options to Purchase System.** ☐ None ☒ or as set forth in Section 16(b).
9. **Outside Commercial Operation Date:** December 31, 2027.
10. **System Installation:**

Includes:	☒ Design, engineering, permitting, installation, monitoring, rebate application and paperwork processing of the System. ☒ Limited Warranty as provided by the material manufacturers and subcontractors. ☒ Any like substantive equipment, in the sole discretion of the Seller. ☐ State or Utility Rebate, if any. Describe: <u>N/A Accrues to the Seller</u>
Excludes:	Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to the Facility or utility electrical infrastructure, payment bonds, performance bond(s), tree removal, or tree trimming.

Exhibit 2
System Description

1. **System Location:** 2707 E Williams St, Decatur, IL 62526
2. **System Size (DC kW):** 176 kW DC
3. **Expected First Year Energy Production (kWh):** 242,000 kWhs
4. **Expected Structure:** ☒ Ground Mount ☐ Roof Mount ☐ Parking Structure ☐ Other
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
QCELL 580's	320

6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
SMA Core 1 50k-US	3

7. **Facility and System Layout:** See **Exhibit 2. Attachment A**
8. **Utility:** Ameren Illinois

Exhibit 2
Attachment A:
Facility and System Layout

An Aerial Photograph of the Facility	See below
Conceptual Drawing of the System	See below
Delivery Point	Behind the Customer's Utility Meter
Access Points	Electrical Room conduit access and exterior wall space for mounting electrical equipment



Exhibit 3
Credit Information

Exhibit 4
Solar Power Purchase Agreement
General Terms and Conditions

1. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by the System during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the "Term"). Electric energy generated by the System will be delivered to Purchaser at the delivery point identified on **Exhibit 2** (the "Delivery Point"). Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser may purchase electric energy for the Facility from other sources if the Purchaser's electric requirements at the Facility exceed the output of the System. Any purchase, sale and/or delivery of electric energy generated by the System prior to the Commercial Operation Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation by the purchase, sale and/or delivery of such test energy.
3. **Term and Termination.**
 - a. **Initial Term.** The initial term ("Initial Term") of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The "Commercial Operation Date" is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. Upon Purchaser's request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller's contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at the Facility (the "Utility"), as set forth on **Exhibit 2**. This Agreement is effective as of the Effective Date and Purchaser's failure to enable Seller to provide the electric energy by preventing it from installing the System or otherwise not performing shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.
 - b. **Additional Terms.** Prior to the end of the Initial Term or of any applicable Additional Term, as defined below, if Purchaser has not exercised its option to purchase the System, either Party may give the other Party written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in **Exhibit 1** (each such additional period, an "Additional Term"). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party's offer, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.
4. **Billing and Payment.**
 - a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electric energy generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in **Exhibit 1** (the "Contract Price"). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of energy generated during the applicable month, as measured by the System meter.
 - b. **Monthly Invoices.** Seller shall invoice Purchaser monthly, either manually or through ACH. Such monthly invoices shall state (i) the amount of electric energy produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from

Purchaser. The Contract Price includes ACH invoicing. If manual invoicing is required, a twenty five dollar (\$25) handling charge will be added to each invoice.

- c. **Taxes.** Purchaser shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the System or the interconnection of the System to the Utility's electric distribution system, including property taxes on the System; provided, however, Purchaser will not be required to pay or reimburse Seller for any taxes during periods when Seller fails to deliver electric energy to Purchaser for reasons other than Force Majeure or as a result of Purchaser's acts or omissions. For purposes of this Section 4(d), "Taxes" means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller's revenues due to the sale of energy under this Agreement, which shall be Seller's responsibility.
- d. **Payment Terms.** All amounts due under this Agreement shall be due and payable net twenty (20) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the twenty (20) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate, as published in the Wall Street Journal (but not to exceed the maximum rate permitted by law).

5. **Environmental Attributes and Environmental Incentives.**

Unless otherwise specified on Exhibit 1, Seller is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser's purchase of electricity under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Purchaser, if engaged in commerce and/or trade, shall submit to Seller for approval any press releases regarding Purchaser's use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Seller. Approval shall not be unreasonably withheld, and Seller's review and approval shall be made in a timely manner to permit Purchaser's timely publication.

"**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products.

"**Environmental Incentives**" means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

"**Governmental Authority**" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

"Tax Credits" means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

6. **Conditions to Obligations.**

- a. **Conditions to Seller's Obligations.** Seller's obligations under this Agreement are conditioned on the completion of the following conditions to Seller's reasonable satisfaction on or before the Condition Satisfaction Date:
- i. Completion of a physical inspection of the Facility and the property upon which the Facility is located (the "Premises") including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Facility and the Premises for the System;
 - ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Seller's Financing Parties. "Construction Agreement" as used in this subsection means an agreement between Seller and any contractor or subcontractor to install the System;
 - iii. Confirmation that Seller will obtain all applicable Environmental Incentives and Tax Credits;
 - iv. Receipt of all necessary zoning, land use and building permits; and
 - v. Execution of all necessary agreements with the Utility for interconnection of the System to Facility electrical system and/or the Utility's electric distribution system.
- b. **Failure of Conditions.** If any of the conditions listed in subsection (a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates then Seller may terminate this Agreement upon ten (10) days written notice to Buyer without liability for costs or damages or triggering a default under this Agreement.
- c. **Commencement of Construction.** Seller's obligation to commence construction and installation of the System is conditioned on Seller's receipt of (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement, (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises or the Facility, as applicable, that such person will recognize Seller's rights under this Agreement for as long Seller is not in default hereunder.
- d. **Conditions to Purchaser's Obligations.** Purchaser's obligations under Section 4(a) are conditioned on the occurrence of the Commercial Operation Date for the System by the Outside Commercial Operation Date.

7. **Seller's Rights and Obligations.**

- a. **Permits and Approvals.** Seller, with Purchaser's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:
- i. any zoning, land use and building permits required to construct, install and operate the System; and
 - ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Facility electrical system and/or the Utility's electric distribution system.

Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining such agreements, permits and approvals.

- b. **Standard System Repair and Maintenance.** Seller shall construct and install the System at the Facility. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser's negligence, willful misconduct or breach of this Agreement. Seller shall not be responsible for any work done by others on any part of the System unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Seller or Seller's contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller's contractors' then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Facility to make standard repairs.

- c. **Non-Standard System Repair and Maintenance.** If Seller incurs incremental costs to maintain the System due to conditions at the Facility or due to the inaccuracy of any information provided by Purchaser and relied upon by Seller, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Seller. In such event, the Parties will negotiate such equitable adjustment in good faith.
 - d. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.
 - e. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.
 - f. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises.
 - g. **No Warranty.** NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be Purchaser's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.
8. **Purchaser's Rights and Obligations.**
- a. **License to the Premises: Facility Access Rights.** Purchaser grants to Seller and to Seller's agents, employees, contractors and assignees an irrevocable non-exclusive license running with the Premises (the "**License**") for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (ii) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Purchaser's electric system at the Facility, to the Utility's electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Purchaser prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the "**License Term**"). During the License Term, Purchaser shall ensure that Seller's rights under the License and Seller's access to the Premises and the Facility are preserved and protected. Purchaser shall not interfere with nor shall permit any third parties to interfere with such rights or access.
 - b. **OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.
 - c. **Maintenance of Facility.** Purchaser shall, at its sole cost and expense, maintain the Facility in good condition and repair. Purchaser will ensure that the Facility remains interconnected to the Utility's electric distribution system at all times and will not cause cessation of electric service to the Facility from the Utility. Purchaser is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall promptly

notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.

- d. **No Alteration of Facility.** Purchaser shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Seller's prior written consent. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the System caused by Purchaser or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Purchaser's alterations and repairs, shall be done by Seller or its contractors at Purchaser's cost. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during such disconnection or removal; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during such disconnection or removal; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during such disconnection or removal; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during such disconnection or removal. Determination of the amount of energy that would have been produced during any disconnection or removal shall be in accordance with the procedures in Section 10(b). All of Purchaser's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
- e. **Outages.** Purchaser shall be permitted to be off line for a total of forty-eight (48) daylight hours (each, a "Scheduled Outage") per calendar year during the Term, during which hours Purchaser shall not be obligated to accept or pay for electricity from the System; provided, however, that Purchaser must notify Seller in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) daylight hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the outage; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the outage; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the outage; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the outage. Determination of the amount of energy that would have been produced during the removal or disconnection shall be in accordance with the procedures in Section 10(b).
- f. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim. Notwithstanding anything else herein to the contrary, pursuant to Section 19(a), Seller may grant a lien on the System and may assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party.
- g. **Security.** Purchaser will not conduct activities on, in or about the Premises or the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
- h. **Insolation.** Purchaser understands that unobstructed access to sunlight ("Insolation") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 8(h) against Purchaser.

- i. **Data Line.** Purchaser shall provide Seller a high speed internet data line during the Term to enable Seller to record the electric energy generated by the System. If Purchaser fails to provide such high speed internet data line, or if such line ceases to function and is not repaired, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 4.
- j. **Breakdown Notice.** Purchaser shall notify Seller within twenty-four (24) hours following the discovery by it of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System. Purchaser shall notify Seller immediately upon (i) an interruption in the supply of electrical energy from the System; or (ii) the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

9. **Change in Law.**

"Change in Law" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Seller's obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

10. **Relocation of System.**

- a. **System Relocation.** If Purchaser ceases to conduct business operations at the Facility, or otherwise vacates the Facility prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same utility district as the terminated System or in a location with similar utility rates and Insolation. Purchaser shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the real property where the System relocated to; and (iii) Term, which will be equal to the remainder of the Term of this Agreement calculated starting at the shutdown of the System pursuant to such relocation, and shall toll until the relocated System achieves commercial operation of such new location. Such amended agreement shall be deemed to be a continuation of this Agreement without termination. In addition, Purchaser shall be obligated to provide a new executed and notarized easement agreement covering the substitute premises in form and content substantially similar to the Easement Agreement. Purchaser shall also provide any new consents, estoppels, or acknowledgments reasonably required by Financing Parties in connection with the substitute premises.
- b. **Costs of Relocation.** Purchaser shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Seller in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refiling the security interests of Seller's Financing Parties in the System. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the relocation; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the relocation; ; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the relocation; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the

relocation. Determination of the amount of energy that would have been produced during the relocation shall be based, during the first Contract Year, on the estimated levels of production and, after the first Contract Year, based on actual operation of the System in the same period in the previous Contract Year, unless Seller and Purchaser mutually agree to an alternative methodology. "Contract Year" means the twelve month period beginning at 12:00 AM on the Commercial Operation Date or on any anniversary of the Commercial Operation Date and ending at 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date, provided that the first Contract Year shall begin on the Commercial Operation Date.

- c. Adjustment for Insolation: Termination. Seller shall remove the System from the vacated Facility prior to the termination of Purchaser's ownership, lease or other rights to use such Facility. Seller will not be required to restore the Facility to its prior condition but shall promptly pay Purchaser for any damage caused by Seller during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Seller shall have the right to make an adjustment to Exhibit 1 such that Purchaser's payments to Seller are the same as if the System were located at the original Facility, increased to the extent necessary to compensate Seller for reduced revenues from Environmental Attributes and reduced Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) receive as a result of the relocation. If Purchaser is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by Purchaser.

11. Removal of System at Expiration.

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than on hundred eighty (180) days after the expiration of the Term. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures. Seller shall leave the Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

12. Measurement.

Seller shall install one or more meter(s), as Seller deems appropriate, at or immediately before the Delivery Point to measure the output of the System. Such meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Seller shall maintain the meter(s) in accordance with industry standards.

13. Default, Remedies and Damages.

- a. Default. Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the "Defaulting Party", the other Party shall be deemed to be the "Non-Defaulting Party", and each event of default shall be a "Default Event":
 - i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("Payment Default");
 - ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
 - iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
 - iv. Purchaser loses its rights to occupy and enjoy the Premises;

- v. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure; or
- vi. Purchaser prevents Seller from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.

b. Remedies.

- i. Remedies for Payment Default. If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.
- ii. Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event. If Purchaser terminates this contract without cause prior to commencement of System installation a ten thousand dollar (\$10,000) design cancellation fee shall also apply in addition to any other remedy available to Seller.
- iii. Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):
 - A. Purchaser. If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to [for any given Contract Year, the amount set forth on Exhibit 4, Attachment A attached hereto] [the sum of (1) reasonable compensation, on a net after tax basis assuming a tax rate of thirty five percent (35%), for the loss or recapture of (a) the investment tax credit equal to thirty percent (30%) of the System value; (b) MACRS accelerated depreciation equal to eighty five percent (85%) of the System value, (c) loss of any Environmental Attributes or Environmental Incentives that accrue or are otherwise assigned to Seller pursuant to the terms of this Agreement (Seller shall furnish Purchaser with a detailed calculation of such compensation if such a claim is made), (d) other financing and associated costs not included in (a), (b) and (c), (2) the net present value (using a discount rate of ~~(10%)~~) of the projected payments over the Term post-termination, had the Term remained effective for the full Initial Term, (3) removal costs as provided in Section 13(b)(iii)(C) and (4) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller.] [The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement.] The Termination Payment shall not be less than zero.
 - B. Seller. If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (1) the net present value (using a discount rate of ~~(10%)~~) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (2) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (3) any removal costs incurred by Purchaser, and (4) any and all other amounts previously accrued under this

Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero¹.

- C. Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 13(b), then following such termination, Seller shall, at the sole cost and expense of the Defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

14. **Representations, Warranties and Covenants.**

- a. **General Representations and Warranties.** Each Party represents and warrants to the other the following as of the Effective Date:
- i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
 - ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.
- b. **Purchaser's Representations, Warranties and Covenants.** Purchaser represents and warrants to Seller the following as of the Effective Date and covenants that throughout the Term:
- i. License. Purchaser has title to or a leasehold or other property interest in the Premises. Purchaser has the full right, power and authority to grant the License contained in Section 8(a). Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Facility. If Purchaser does not own the Premises or Facility, Purchaser has obtained all required consents from the owner of the Premises and/or Facility to grant the License and enter into and perform its obligations under this Agreement.
 - ii. Other Agreements. Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.
 - iii. Accuracy of Information. All information provided by Purchaser to Seller, as it pertains to the Facility's physical configuration, Purchaser's planned use of the Facility, and Purchaser's estimated electricity requirements, is accurate in all material respects.
 - iv. Purchaser Status. Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
 - v. Hazardous Substances. There are no Hazardous Substances at, on, above, below or near the Premises.

¹ If Purchaser is also taking the Environmental Attributes, the cost of replacement Environmental Attributes will also have to be taken into account.

15. **System and Facility Damage and Insurance.**

a. **System and Facility Damage.**

- i. **Seller's Obligations.** If the **System** is damaged or destroyed other than by Purchaser's gross negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees (A) to pay for the cost of such restoration of the System or (B) to purchase the System "AS-IS" at the greater of (1) the Fair Market Value of the System and (2) [the sum of the amounts described in Section 13(b)(iii)(A)(1) and Section 13.b(iii)(A)(3)] [for any given Contract Year, the amount set forth on Exhibit 4, Attachment A attached hereto].
- ii. **Purchaser's Obligations.** If the **Facility** is damaged or destroyed by casualty of any kind or any other occurrence other than Seller's gross negligence or willful misconduct, such that the operation of the System and/or Purchaser's ability to accept the electric energy produced by the System are materially impaired or prevented, Purchaser shall promptly repair and restore the Facility to its pre-existing condition; provided, however, that if more than 50% of the Facility is destroyed during the last five years of the Initial Term or during any Additional Term, Purchaser may elect either (A) to restore the Facility or (B) to pay the Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

b. **Insurance Coverage.** At all times during the Term, Seller and Purchaser shall maintain the following insurance:

- i. **Seller's Insurance.** Seller shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.
- c. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.
- d. **Certificates.** Upon the other Party's request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

16. **Ownership; Option to Purchase.**

- a. **Ownership of System.** Throughout the Term (except as otherwise permitted in Section 19), Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes (unless otherwise specified on Exhibit 1), and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of the Seller and Purchaser agree that the Seller (or the designated assignee of Seller permitted under Section 19) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner. Upon request,

Purchaser agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Facility (if the Facility is leased by Purchaser), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Purchaser does not own the Premises or Facility, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Purchaser's lease of the Premises and/or Facility.

- b. **Option to Purchase.** At the end of the fifth and any Contract Years beyond the fifth, and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the Fair Market Value of the System. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Any such purchase shall be on an as-is, where-is basis, and Seller shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that Seller shall assign to Purchaser any manufacturers warranties that are in effect as of the purchase, and which are assignable pursuant to their terms.
- c. **Determination of Fair Market Value.** "Fair Market Value" means, in Seller's reasonable determination, the greater of: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, and (ii) [for any given Contract Year, the amount set forth on Exhibit 4, Attachment A attached hereto] [the present value (using a discount rate of ten percent (10%))] of all associated future income streams expected to be received by Seller arising from the operation of the System for the remaining term of the Agreement including but not limited to the expected price of electricity, Environmental Attributes, and Tax Credits and factoring in future costs and expenses associated with the System avoided]. Seller shall determine Fair Market Value within thirty (30) days after Purchaser has exercised its option to Purchase the System. Seller shall give written notice to Purchaser of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Purchaser reasonably objects to Seller's determination of Fair Market Value within thirty (30) days after Seller has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

17. **Indemnification and Limitations of Liability.**

- a. **General.** Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "Indemnified Parties"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "Liabilities") resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 14 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination.
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "Claim"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may also, at the sole cost and expense of

the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 17(b) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.

- c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all of Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 17(c)(i)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises or the Premises generally or any deposit, spill or release of any Hazardous Substance.

- i. **"Hazardous Substance"** means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

d. **Limitations on Liability.**

- i. **No Consequential Damages.** Except with respect to indemnification for third party claims pursuant to this Section 17 and damages that result from the willful misconduct of a Party, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such. The Parties agree that (1) in the event that Seller is required to recapture any Tax Credits or other tax benefits as a result of a breach of this Agreement by Purchaser, such recaptured amount shall be deemed to be direct and not indirect or consequential damages, and (ii) in the event that Seller is retaining the Environmental Attributes produced by the System, and a breach of this Agreement by Purchaser causes Seller to lose the benefit of sales of such Environmental Attributes to third parties, the amount of such lost sales shall be direct and not indirect or consequential damages.

18. **Force Majeure.**

- a. **"Force Majeure"** means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope

and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.

- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser's ability to make payment.
- d. If a Force Majeure event continues for a period of ninety (90) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

19. **Assignment and Financing.**

- a. **Assignment.** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Seller, (iii) assign this Agreement and the System to any entity through which Seller is obtaining financing or capital for the System and (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller's obligations hereunder by the assignee). In the event of any such assignment, the Seller shall be released from all its liabilities and other obligations under this Agreement. However, any assignment of Seller's right and/or obligations under this Agreement, shall not result in any change to Purchaser's rights and obligations under this Agreement. Purchaser's consent to any other assignment shall not be unreasonably withheld if Purchaser has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.
- b. **Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from one or more Financing Parties. "Financing Parties" means person or persons providing construction or permanent financing to Seller in connection with construction, ownership, operation and maintenance of the System, or if applicable, means, if applicable, any person to whom Seller has transferred the ownership interest in the System, subject to a leaseback of the System from such person. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to Section 19(a)(i)-(iv), Purchaser agrees to execute any consent, estoppel or acknowledgment in form and substance reasonably acceptable to such Financing Parties.
- c. **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Seller or its affiliates by Financing Parties, that such Financing Parties may require that Seller or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the "Successor Provider"). Purchaser agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

20. **Goodwill and Publicity.** The Parties shall cooperate with each other when making public announcements related to the production and use of Illinois Shines programs to ensure program requirements are properly managed and communicated.

21. **Miscellaneous Provisions**

- a. **Choice of Law.** The law of the state where the System is located shall govern this Agreement without giving effect to conflict of laws principles.
- b. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised

delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.

- c. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive.
- d. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- e. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- f. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- g. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 11 of this Agreement.
- h. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification.
- i. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- j. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- k. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or

invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

- l. Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- m. No Third Party Beneficiaries.** Except for assignees, Financing Parties and Successor Providers permitted under Section 19, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

Exhibit 4
Attachment A
Termination Payment

Contract Year	Termination Payment Amount
1	612,011
2	452,758
3	341,184
4	248,599
5	176,776
6	127,919
7	104,277
8	96,432
9	93,757
10	90,663
11	87,109
12	83,045
13	78,419
14	73,174
15	67,246
16	52,565
17	44,253
18	34,948
19	24,546
20	12,937
After Year 20	Fair Market Value

End of Exhibit 4

Exhibit 5
Form of Memorandum of License

NOTICE OF GRANT OF INTEREST IN REALTY

In accordance with the provisions of [____], notice is hereby given of that Solar Power Purchase Agreement dated as of [____] for purchase and sale of electrical energy (the “**Solar Agreement**”), such Solar Agreement includes the grant of License to Seller, pursuant to the terms of the Solar Agreement. This notice may be executed in counterparts by the Parties to the Solar Agreement.

Parties to the Agreement:

Seller: [____]
[____]
[____]

Purchaser : [____]
[____]
[____]

Date of Execution of Solar Agreement: [____]

Description of Premises: See **Exhibit 5, Attachment A**

TERM OF AGREEMENT:

The term of the Agreement shall be until the last day of the calendar month in which the twentieth (20th) anniversary of the Commercial Operation Date (as that term is defined in the Agreement) occurs, subject to any Additional Terms or early termination pursuant to the terms of the Agreement.

[signature pages follow]

Exhibit 5
Attachment A
Description of the Premises

[Seller to Complete]

IN WITNESS WHEREOF, this Agreement has been executed and delivered under seal on this _____ day of _____, 20__.

Seller:

By: _____
Print Name: _____
Title: _____

Purchaser:

By: _____
Print Name: _____
Title: _____

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

STATE OF _____)
) SS.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of [_____] that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

End of Exhibit

Council Memo
Information Technology Department
No. 2026-101

DATE: 3/2/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Travis Schanaman, Director of Information Technology

SUBJECT:

Resolution Authorizing Engagement of Presidio Inc for Maintenance, Support, and Migration Services for the City Phone System

SUMMARY RECOMMENDATION: Staff recommends that the City Council approve the attached resolution, authorizing the City Manager or their designated alternate to agree to contracted services and acquisition of materials via Presidio to upgrade and install Cisco Webex systems.

BACKGROUND:

The City of Decatur currently utilizes a Cisco Unity server suite that has reached the end of sale and end of service from the manufacturer. Partnering with Presidio, it was determined the best option at this time, given the IT departments' current skill sets, availability of compatible handsets, and need for expanded cloud integration, that the installation of the Cisco Webex would be in our best interest.

This upgrade will enable the use of Webex meetings and serve as a direct replacement for Zoom, which has an annual cost of \$3,999. This will eliminate the use of shared Zoom accounts, which present a security risk, allowing individual users to host and schedule meetings, simplifying administration. This system will also have a fully featured mobile app, a desktop softphone application, call recording available for all extensions, a call queue, and hunt group abilities, which will simplify administration and present modern options to the City in managing call volumes while granting workforce mobility. IT department staff need no additional training to manage and support this system. End-user training and “how-tos” will be provided by the IT department.

Additionally, the City can now purchase one 40-call capacity trunk versus two at no additional cost to the city, as redundancy is built in due to this system being a cloud-hosted solution, with all backend systems and services managed by Cisco. This is an “as a service” offering, meaning that for the life of the contract, all systems will remain up to date and will receive feature upgrades and security patches from Cisco, directly reducing the city's resources as time spent by the IT department on upgrading the systems.

During the transition, downtime of telephone service to city services may occur. This is being addressed in the implementation phase and is detailed in the Statement of Work, which includes a pilot migration of up to 20 phones and assistance in preparation and review of requirements for the migration to allow for a seamless transition.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

This upgrade was identified and itemized in the FY2026 budget under the IT department's Large Capital fund as

“Phone System Replacement,” which was previously approved by the council during the budget process.

POTENTIAL OBJECTIONS:

INPUT FROM OTHER SOURCES:

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

BUDGET/TIME IMPLICATIONS: The total for this contract is \$152,755.78 in the first year, which will cover replacement hardware, licensing for WebEx Calling, 20 licenses for teleconference meetings, labor and implementation support for cloud migration from Cisco technicians. A service tail will be applied to the Computer Software budget of \$29,158.32 annually to maintain support and the required licensing for years two and three, resulting in a total cost of \$211,072.42 over the three years. Due to staff negotiations, this contract is 9.3% below the original expected 3-year TCO for this item.

ATTACHMENTS:

1. 2026 Resolution - Phone Upgrades
2. 02-13-26 - City of Decatur IL - Voice Upgrade - Quote
3. 1003525100530_2 - Webex Calling Migration - SOW

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING ENGAGEMENT OF
PRESIDIO INC FOR MAINTENANCE, SUPPORT, AND MIGRATION SERVICES
FOR THE CITY PHONE SYSTEM**

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

Section 1. That the contract presented to the Council herewith from Presidio Inc for maintenance, support, and migration services of the telephony system attached and marked Exhibit A, be, and the same is hereby received, placed on file, and approved.

Section 2. That the City Manager or her designee be, and she is hereby, authorized and directed to make payments to Presidio Inc, in an amount not to exceed \$211,072.42 on behalf of the City of Decatur Inc for maintenance, support, and migration services of the telephony system.

PRESENTED AND ADOPTED this 2nd day of March 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

TO: City of Decatur IL
Travis Schanaman
1 Gary K Anderson Plaza - 3rd Floor
Decatur, IL 62523

tschanaman@decaturil.gov
(p) .
(f) (217) 450-2284

FROM: Presidio Networked Solutions Group, LLC
Tadd Gerst
225 West Washington
Suite 1450
Chicago, IL 60606

tgerst@presidio.com
(p) +1.309.306.7833

Customer#: CITY0522
Account Manager: Tadd Gerst
Inside Sales Rep: Amy Peterson
Title: Voice Upgrade Project

Contract Vehicle: *Open Market

#	Part #	Description	Unit Price	Qty	Ext Price
Year 1					
VG400-2FXS/2FXO					
1	VG400-2FXS/2FXO	Cisco VG400 Analog Voice Gateway	\$1,435.84	7	\$10,050.88
2	CON-L1NCD-VG4002FO	CX LEVEL 1 8X7NCD Cisco VG400 Analog V	\$326.48	7 for 12 mo(s)	\$2,285.36
3	FL-VG4XX-CC	Cloud Calling license for Cisco VG4xx Series	\$240.13	7	\$1,680.91
4	SL-VG400-UC-K9	Unified Communication License for VG400 Series	\$0.00	7	\$0.00
5	SL-VG400-SEC-K9	Unified Communication Security License for Cisco VG400	\$354.34	7	\$2,480.38
6	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	\$0.00	7	\$0.00
7	PWR-VG400-AC	AC Power Supply for Cisco VG400	\$0.00	7	\$0.00
8	SVG400UK9-179	Cisco VG400 Series IOS XE Universal Image	\$0.00	7	\$0.00
Total:					\$16,497.53
VG400-4FXS/4FXO					
9	VG400-4FXS/4FXO	Cisco VG400 Analog Voice Gateway	\$2,230.14	10	\$22,301.40
10	CON-L1NCD-VG4004FO	CX LEVEL 1 8X7NCD Cisco VG400 Analog V	\$507.18	10 for 12 mo(s)	\$5,071.80
11	FL-VG4XX-CC	Cloud Calling license for Cisco VG4xx Series	\$190.44	10	\$1,904.40
12	SL-VG400-UC-K9	Unified Communication License for VG400 Series	\$0.00	10	\$0.00
13	SL-VG400-SEC-K9	Unified Communication Security License for Cisco VG400	\$163.00	10	\$1,630.00
14	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	\$0.00	10	\$0.00
15	PWR-VG400-AC	AC Power Supply for Cisco VG400	\$0.00	10	\$0.00
16	SVG400UK9-179	Cisco VG400 Series IOS XE Universal Image	\$0.00	10	\$0.00
Total:					\$30,907.60
CP-7821-3PCC-K9=					
17	CP-7821-3PCC-K9=	Cisco IP Phone 7821 with Multiplatform Phone firmware	\$117.59	10	\$1,175.90
Total:					\$1,175.90
CP-7841-3PCC-K9=					

18	CP-7841-3PCC-K9=	Cisco IP Phone 7841 with Multiplatform Phone firmware	\$166.58	86	\$14,325.88
					Total: \$14,325.88
CP-7861-3PCC-K9=					
19	CP-7861-3PCC-K9=	Cisco IP Phone 7861 for 3rd Party Call Control	\$178.34	1	\$178.34
					Total: \$178.34
CP-7832-3PCC-K9=					
20	CP-7832-3PCC-K9=	Cisco 7832 Conference Phone for MPP	\$450.55	10	\$4,505.50
					Total: \$4,505.50
21	PSS-EXCITE-T4	Fixed Fee Tiered Excite Enablement https://information.presidio.com/excite-enablement	\$0.00	1.0000	\$0.00
A-FLEX-3		Initial Term: 12 months Auto-Renewal Term: Do Not Renew	Billing Model: Annual Requested Start Date: 02/05/2026		
22	A-FLEX-3	Collaboration Flex Plan 3.0	\$0.00	1	\$0.00
Recurring Charges					
23	SVS-FLEX-SUPT-BAS	Cisco Support Standard	\$0.00	293 Each for 12 months	\$0.00
24	A-FLEX-EACL	EntW Webex Calling	\$7.82	273 Users for 12 months	\$25,618.32
25	A-FLEX-C-PRO	Webex Calling Entitlement	\$0.00	328 Users for 12 months	\$0.00
26	A-FLEX-CL-CA	Webex Calling Common Area Entitlement	\$0.00	137 Users for 12 months	\$0.00
27	A-FLEX-LGW-CUBE	CUBE for Webex Calling (2)	\$0.00	137 Users for 12 months	\$0.00
28	A-FLEX-P-CALL	Prem to Webex Calling / UCM Cloud	\$0.00	273 Users for 12 months	\$0.00
29	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	\$0.00	328 Users for 12 months	\$0.00
30	A-FLEX-MSG-ENT	Messaging Entitlement	\$0.00	348 Users for 12 months	\$0.00
31	A-FLEX-FILESTG-ENT	File Storage Entitlement	\$0.00	6952 Users for 12 months	\$0.00
32	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	\$0.00	348 Users for 12 months	\$0.00
33	A-FLEX-NUM-MC	NU Webex Meetings - Meetings	\$11.80	20 Users for 12 months	\$2,832.00
34	A-AUD-VOIP	Included VoIP (1)	\$0.00	1 Each for 12 months	\$0.00
35	A-AUD-EDGEAUD-USER	Webex Edge Audio (1)	\$0.00	20 Users for 12 months	\$0.00
36	A-AUD-TOLLDIALIN	Meetings Toll Dial-In Audio (1)	\$0.00	20 Each for 12 months	\$0.00
37	A-AUD-NU-BCCB-TF	NU Bridge Country Call Me / Call Back w Toll Free Audio (1)	\$2.95	20 Users for 12 months	\$708.00
38	A-FLEX-NBR-STG	Webex Cloud Recording Storage Entitlement	\$0.00	20 Users for 12 months	\$0.00

39	A-FLEX-MTGC-ENT	Meetings Entitlement	\$0.00	20 Users for 12 months	\$0.00
Recurring Annual Charges:					\$29,158.32
Total Recurring Charges:					\$29,158.32
Usage Charges					
40	A-FLEX-ERC	Emergency Response Center Call fee per location search US	\$37.84	Per	\$0.00
41	A-AUD-U-TA-ICB	Global Call Me / Call Back (1)	See Uncommitted Rates	Per Minute	\$0.00
Total Usage Charges:					Billed As Incurred
Total:					\$29,158.32
42	PS-SVC-FF	Fixed Fee for Presidio employee labor	\$56,006.71	1.0000	\$56,006.71
Deliverable: WebEx Calling Migration Professional Services					
Total (Year 1):					\$152,755.78
Year 2					
A-FLEX-3 Initial Term: 12 months Billing Model: Annual					
Auto-Renewal Term: Do Not Renew Requested Start Date: 02/05/2027					
43	A-FLEX-3	Collaboration Flex Plan 3.0	\$0.00	1	\$0.00
Recurring Charges					
44	SVS-FLEX-SUPT-BAS	Cisco Support Standard	\$0.00	293 Each for 12 months	\$0.00
45	A-FLEX-EACL	EntW Webex Calling	\$7.82	273 Users for 12 months	\$25,618.32
46	A-FLEX-C-PRO	Webex Calling Entitlement	\$0.00	328 Users for 12 months	\$0.00
47	A-FLEX-CL-CA	Webex Calling Common Area Entitlement	\$0.00	137 Users for 12 months	\$0.00
48	A-FLEX-LGW-CUBE	CUBE for Webex Calling (2)	\$0.00	137 Users for 12 months	\$0.00
49	A-FLEX-P-CALL	Prem to Webex Calling / UCM Cloud	\$0.00	273 Users for 12 months	\$0.00
50	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	\$0.00	328 Users for 12 months	\$0.00
51	A-FLEX-MSG-ENT	Messaging Entitlement	\$0.00	348 Users for 12 months	\$0.00
52	A-FLEX-FILESTG-ENT	File Storage Entitlement	\$0.00	6952 Users for 12 months	\$0.00
53	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	\$0.00	348 Users for 12 months	\$0.00
54	A-FLEX-NUM-MC	NU Webex Meetings - Meetings	\$11.80	20 Users for 12 months	\$2,832.00
55	A-AUD-VOIP	Included VoIP (1)	\$0.00	1 Each for 12 months	\$0.00
56	A-AUD-EDGEAUD-USER	Webex Edge Audio (1)	\$0.00	20 Users for 12 months	\$0.00

57	A-AUD-TOLLDIALIN	Meetings Toll Dial-In Audio (1)	\$0.00	20 Each for 12 months	\$0.00
58	A-AUD-NU-BCCB-TF	NU Bridge Country Call Me / Call Back w Toll Free Audio (1)	\$2.95	20 Users for 12 months	\$708.00
59	A-FLEX-NBR-STG	Webex Cloud Recording Storage Entitlement	\$0.00	20 Users for 12 months	\$0.00
60	A-FLEX-MTGC-ENT	Meetings Entitlement	\$0.00	20 Users for 12 months	\$0.00
Recurring Annual Charges:					\$29,158.32
Total Recurring Charges:					\$29,158.32
Usage Charges					
61	A-FLEX-ERC	Emergency Response Center Call fee per location search US	\$43.00	Per	\$0.00
62	A-AUD-U-TA-ICB	Global Call Me / Call Back (1)	See Uncommitted Rates	Per Minute	\$0.00
Total Usage Charges:					Billed As Incurred
Total:					\$29,158.32
Total (Year 2):					\$29,158.32
Year 3					
A-FLEX-3		Initial Term: 12 months	Billing Model: Annual		
		Auto-Renewal Term: Do Not Renew	Requested Start Date: 02/05/2028		
63	A-FLEX-3	Collaboration Flex Plan 3.0	\$0.00	1	\$0.00
Recurring Charges					
64	SVS-FLEX-SUPT-BAS	Cisco Support Standard	\$0.00	293 Each for 12 months	\$0.00
65	A-FLEX-EACL	EntW Webex Calling	\$7.82	273 Users for 12 months	\$25,618.32
66	A-FLEX-C-PRO	Webex Calling Entitlement	\$0.00	328 Users for 12 months	\$0.00
67	A-FLEX-CL-CA	Webex Calling Common Area Entitlement	\$0.00	137 Users for 12 months	\$0.00
68	A-FLEX-LGW-CUBE	CUBE for Webex Calling (2)	\$0.00	137 Users for 12 months	\$0.00
69	A-FLEX-P-CALL	Prem to Webex Calling / UCM Cloud	\$0.00	273 Users for 12 months	\$0.00
70	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	\$0.00	328 Users for 12 months	\$0.00
71	A-FLEX-MSG-ENT	Messaging Entitlement	\$0.00	348 Users for 12 months	\$0.00
72	A-FLEX-FILESTG-ENT	File Storage Entitlement	\$0.00	6952 Users for 12 months	\$0.00
73	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	\$0.00	348 Users for 12 months	\$0.00
74	A-FLEX-NUM-MC	NU Webex Meetings - Meetings	\$11.80	20 Users for 12 months	\$2,832.00

75	A-AUD-VOIP	Included VoIP (1)	\$0.00	1 Each for 12 months	\$0.00
76	A-AUD-EDGEAUD-USER	Webex Edge Audio (1)	\$0.00	20 Users for 12 months	\$0.00
77	A-AUD-TOLLDIALIN	Meetings Toll Dial-In Audio (1)	\$0.00	20 Each for 12 months	\$0.00
78	A-AUD-NU-BCCB-TF	NU Bridge Country Call Me / Call Back w Toll Free Audio (1)	\$2.95	20 Users for 12 months	\$708.00
79	A-FLEX-NBR-STG	Webex Cloud Recording Storage Entitlement	\$0.00	20 Users for 12 months	\$0.00
80	A-FLEX-MTGC-ENT	Meetings Entitlement	\$0.00	20 Users for 12 months	\$0.00
Recurring Annual Charges:					\$29,158.32
Total Recurring Charges:					\$29,158.32
Usage Charges					
81	A-FLEX-ERC	Emergency Response Center Call fee per location search US	\$43.00	Per	\$0.00
82	A-AUD-U-TA-ICB	Global Call Me / Call Back (1)	See Uncommitted Rates	Per Minute	\$0.00
Total Usage Charges:					Billed As Incurred
Total:					\$29,158.32
Total (Year 3):					\$29,158.32

Sub Total:	\$211,072.42
Grand Total:	\$211,072.42

Presidio Terms of Sale

Subject to these terms, quotations are valid for 30 days unless otherwise agreed by Presidio. Payment is due within 30 days from date of invoice unless otherwise agreed by the parties. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. Supply is subject to availability.

Acceptance of Third-Party Terms

Third-party cloud services, software, support and maintenance provided or resold by Presidio may be subject to additional third-party license and use terms. These terms may be included in a direct end user license agreement between you and the applicable OEM/developer/provider (each, a "Supplier") or they may be located at <https://www.presidio.com/supplier-terms> and incorporated herein by reference. By virtue of executing a purchase based on this quotation Client agrees to comply with and be bound by any such Supplier terms, except as prohibited by applicable law.

Master Agreements

If Presidio and Client have entered into a "Master" agreement ("Master") or similar contract covering the purchase(s) of goods and/or 3rd-party or Presidio-provided services, it is the agreement of the parties that the Master shall govern in the event of a conflict between the Master and the terms contained herein unless specifically modified by the parties for a specific quote.

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax-exempt certificate is provided.
- The price quoted reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Presidio reserves the right to update any existing customer quote to reflect updated pricing in the event any Presidio vendors change the price that Presidio must pay for any software, goods or services resold, whether due to new taxes, tariffs or for any other governmentally imposed reason.

Invoicing

- CLIENT is invoiced for hardware ("Goods") upon shipment from the manufacturer ("OEM") and shall accept and pay for partial shipments. Software is invoiced the earlier of shipment of media or when download capability is provided. OEM subscription services are invoiced per the Service Provider terms. OEM – provided services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
- Usage-Based Services Terms and Conditions. Presidio shall invoice CLIENT monthly for Usage-Based Services purchased by CLIENT. Notwithstanding the amounts included on the applicable purchase order, invoicing for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the preceding month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.

- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's late or non-payment.

Freight, Handling, Shipping

- CLIENT will be invoiced for Presidio's and/or the OEM's freight charges for shipment of goods.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) - Origin unless otherwise agreed to in writing by Presidio. Orders shipped from OEM to Presidio or a third-party site at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
- Presidio accepts no responsibility / liability in connection with the shipment.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.



QUOTE: 2003525113726-11

DATE: 02/13/2026

PAGE: 6 of 6

Warranty and Limitation of Liability

• PRODUCT IS WARRANTED BY THE MANUFACTURER, NOT BY PRESIDIO. PLEASE CONSULT MANUFACTURER FOR WARRANTY TERMS. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

• CLIENTS return rights are subject to the return policies of the applicable OEM which may include the imposition of fees.

Cancellation Policy

• CLIENT's cancellation of purchase orders is subject to the cancellation policies of the applicable OEM which may include the imposition of fees.

Leases

• In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

• Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use of Software..

• Delivery of software licenses may be accomplished electronically from the software developer.

• Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically.

Term and Termination of Orders: Subscription and/or Usage-Based Services, Enterprise Agreements and Multi-Year Orders

• The "Initial Term" of an order for Usage-Based Services and/or and Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and continues for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the Renewal Term.

• Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

• For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

Confidential Information

• CLIENT agrees that any quote provided by Presidio is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose.

Export Law Compliance

• CLIENT has been advised that any hardware or software provided to CLIENT via a Presidio quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

Webex Calling Migration STATEMENT OF WORK

City of Decatur IL

SOW Date: February 03, 2026

Opportunity #: 1003525100530.2

Valid for: 60 Days

CONTACT INFORMATION

Client Name: City of Decatur IL	Account Manager: Tadd Gerst
Contact Name: Travis Schanaman	Account Manager Email: tgerst@presidio.com
Contact Phone: .	Solution Architect: Chris Bittlinger
Contact Email: tschanaman@decaturil.gov	Sales Overlay Manager:
Contact Address: 1 Gary K Anderson Plaza - 3rd Floor Decatur IL 62523	Sales Overlay Manager Email:

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Other product and company names mentioned herein may be the trademarks of their respective owners. The scope and pricing are valid for 60 days unless otherwise noted.

1. EXECUTIVE OVERVIEW

1.1. Project Introduction

Presidio is pleased to propose the following solution to City of Decatur IL ("Client"). This Statement of Work ("SOW") defines the tasks to be performed and the responsibilities of Presidio and Client.

The Professional Services as stated within this SOW are subject to and shall be governed by Presidio's Terms of Service Agreement (<https://presidio.com/presidio-terms-of-service-agreement>) which are incorporated into and made a part of this SOW by this reference; unless a valid Master Services Agreement ("MSA") between the parties, if any, for professional services has been executed and is in force at the time any SOW is executed; in which case the terms of the Master Services Agreement shall govern to the extent that they are inconsistent with this SOW.

The City of Decatur is currently using a Cisco UCM on-premises calling system. The city is planning to migrate to Cisco Webex Calling in the cloud for voice services.

1.2. Solution and Approach Overview

The City of Decatur will purchase a new Cisco Calling Flex for the Webex Calling features. The city currently has 7821 Cisco phones that will be converted to use the Cisco Webex Calling platform. The city is also purchasing new 7841, 7832, and VG400 analog gateways to replace devices that cannot be migrated.

2. SCOPE OF WORK

2.1. Project Initiation

2.1.1. Engineer Status Meeting Quantity: 16

Engineer Status Meeting

2.2. Planning and Design

2.2.1. Discovery and Design Quantity: 1

Discovery and Design Efforts

Presidio conducted discovery and design workshops for up to three sessions, each lasting up to two hours.

- Review business requirements and desired phone features
- Review dial-plan requirements
- Review existing telephony usage and features
- Review global WCH and user policies
- Client will populate the Presidio-provided workbook with all required user, account, and phone number information

A Functional Design Document will be created along with Excel workbooks, where appropriate

2.2.2. FDD Efforts Quantity: 1

FDD Efforts

2.3. Execution - Base Deployment

2.3.1. Webex Calling Base/Greenfield Deployment Quantity: 1

Base/Greenfield Deployment

For the quantity indicated, Presidio will configure the following items for Webex Calling MT.

- Deployment efforts include up to (500) total users/workspaces/devices
 - Up to (5) USA/CA logical Locations
 - One extension and/or phone number will be assigned per user/workspace
 - Up to (1) softphone/client per user
 - Up to (1) Native MPP desk phone per user/workspace
 - If MPP migration is included in this project those efforts will be addressed separately in this document
 - All locations will use Cisco Connected PSTN from current provider
- Configure WxC-MT Calling policies and settings
- Call handling features
 - Up to (2) business hours schedules / up to (1) holiday schedule

- Auto Attendants (up to 5 total)
- Call Queues (up to 5 total)
 - Basic, excludes Customer Assist Queues
- Up to (5) call park extensions per location
- Configure up to (10) Cisco 2-port ATA MPP Devices
 - Note: Existing Call Manager ATA devices (191/192) can NOT be migrated to MPP software.
 - Note: Each port of an ATA device or analog gateway requires/consumes a workspace license

Assumptions

[WxC-MT Deploy Base]

- This service is provided remotely
- Only a single tenant is included
 - Tenant is not located in China
 - Tenant is not deployed in Government high security
- End-user training is not provided unless explicitly included in this SoW.
- Presidio engineers require user accounts in the Client directory/SSO platforms for login and testing of the cloud calling platform features and functionality.
 - Due to the unique nature of collaboration projects Presidio requires direct VPN and/or VDI access with support for 2-way audio/video streams with the collaboration platform soft clients. If this access can't be provided additional charges may occur
 - Default calling permissions will be National for all users; Client can assign International as needed
- Platform default MoH is used
- Deployment of native MPP handsets will use the Activation Code method.
 - If MPP migration is included in this project those efforts will be addressed separately in this document
- The Network / WAN / Internet / Firewall will support the required traffic for the solution
 - Client should perform network testing and validation from each location / VLAN and network type (Wired / Wireless)
- Note: ATA devices don't support PoE and require a wired ethernet connection.
 - ATA device comes with a power adapter, ensure power outlet is near the physical location

The following items are NOT INCLUDED in this project unless explicitly mentioned elsewhere in this SoW

- Onsite efforts
- Network switch/router/firewall configuration
- Desktop software troubleshooting
- Migration of any voicemail messages, greetings, or PINs
- Migration of any auto attendant greetings

- Migration of call forward status
- Local survivability
- MS-Teams client integration
- Integration with or deployment of a multicast-based paging/notification system such as SingleWire InformaCast (or similar platform)
- End user training or Train the Trainer sessions (unless explicitly included as paid options)
 - Mass assignment of 2nd lines on phones or clients (i.e., shared lines)
 - Call Queue or Hunt Group will be used for call handling to multiple recipients
- Mass assignment of Directed Call Park, Call Pickup, or Monitor Lines
- Configuration of custom line text labels
- Configuration of custom CallerID for workspaces
- Call Recording Configuration per user/device
- Paging groups
- DECT / Wi-Fi Phones unless otherwise noted in this Scope
- Any features not explicitly listed as included can be briefly demonstrated to Client how to configure with the deployment of the features performed by Client

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

- User/Device Calling information will be provided by Client and recorded in the template provided by Presidio.
 - The user data will be finalized no later than 5 business days prior to a migration event
 - One bulk configuration of user and calling data will be performed per migration event
- Call handling design (Auto Attendant / Queue/ Hunt / etc..) will be finalized by Client no later than 5 business days prior to a migration event
 - One bulk configuration of call handling elements will be performed per migration event
- Client will record all announcements/greetings as required
- Client will deploy any end-user software clients as needed.
- Client is responsible for configuring the network/firewall per the cloud platform requirements
- Client understands the E911 disclaimer
- Client obtains entitlement / licensing for e911 calling from the telco provider (USA and Canada, if required)
- Client is responsible for determining and establishing emergency calling policies based on the geographical requirements of the Client (e.g., state, county, city, township, etc.). Presidio is not responsible for determining requirements based on locality.
- Client will perform emergency call testing from each ERL and record the results
- Client will perform any needed end-user training unless explicitly included in this SoW
 - End-user training materials are provided by the cloud platform, as well as online help documentation/videos.

- Client will provide an independent VPN or Remote Desktop for Presidio Engineer use with support for 2-way audio/video streams with the collaboration platform soft clients
 - Utilizing Microsoft Teams, Webex, Zoom, GoToMeeting, or other similar screen-sharing technology, instead of independent access, is out of scope.
 - If there is no other option, Presidio will issue a Change Order to add additional funds to the project to accommodate the increase in time and effort
- Client will be responsible for coordination of service provider(s) not procured through Presidio related to installation and migration of physical circuits or phone number porting including the request of a Customer Service Record (CSR)
- If porting phone numbers
 - Client is responsible for obtaining records from the current telco provider
 - Client is responsible for executing porting order with new telco provider
 - Presidio can provide assistance with the porting process only if separate porting efforts are explicitly included in this Scope of Work (SoW)
 - Presidio can advise and assist with the porting effort but generally can't act on behalf of the Client with the telecom providers
- Client is responsible for any physical device placement, cabling, or other onsite physical efforts as required
- Client will install and cable/cross-connect analog lines (if required)
- A test plan template will be provided to the Client and jointly reviewed. Client is responsible for defining key inbound call flows and business rules to test at cutover time. Client will lead the testing effort with Presidio's support.
- Client will provide or procure all appropriate hardware, software, licensing, and media required for implementation of the SOW
- Client is responsible for all internal communication related to the migration process. This includes informing and coordinating with all relevant stakeholders, ensuring that everyone is aware of the migration timeline, and addressing any internal queries or concerns that may arise
- Users will configure Voice Mail PIN, Simultaneous Ring, and other similar 'end user' features themselves at the end user setting portal located at <https://settings.webex.com>

2.3.2. Configure Certificate Based Local Gateway Quantity: 1

Cert Based Local Gateway

For the quantity indicated, Presidio will provide the following remote configuration effort

- Review network and firewall requirements with client
- Review the client responsibilities listed in this SoW.
- Configure one SBC with the cloud calling platform

NOTE: A registration based IOS-XE gateway (Cisco CUBE only) can be deployed instead of the Certificate based gateway.

Assumptions

- Client internet connection has sufficient capacity and quality to support the expected number of VoIP calls
- Client understands that internet connections don't support QoS

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

A Certificate based SBC has the following requirements regardless of platform, Client is responsible for the following

- 1:1 Static Public IP NAT for the SBC
 - Inbound FW rules to allow signaling and media initiated from the cloud platform to the public IP
- Public DNS FQDN for the SBC
- Certificate signed by the cloud platform supported public Certificate Authority
 - Wildcard certificates are not supported
 - NOTE Public CAs restrict certificate lifespans to 12 months or less
- Outbound firewall rules configured per the cloud calling platform requirements
- Obtain all required software licensing and support for the SBC platform.
- If using an existing supported platform, upgrade the SBC software to the latest stable version (as required) to comply with the cloud platform requirements
- Client will perform initial setup with basic network configuration (IP addressing / DNS / credentials) and provide SSH and HTTPS login access to Presidio engineer
 - If SBC platform is virtual
 - Client will review the SBC platform virtualization requirements and ensure they are met
 - Client will perform initial deployment of the virtual machine
- Cisco ISR-4K platform is supported but not recommended (end of sale March 2025)
 - Requires the security license for SIP TLS - End of Sale, may not be able to obtain new license
 - The last IOS-XE version supported on the 4K platform is the 17.12.x release train with software maintenance until March 30, 2026

2.3.3. Configure Integration with (1) PBX Platform Quantity: 1

SIP Integration with (1) PBX Platform

For the quantity indicated, Presidio will provide the following remote configuration effort

- Review network and firewall requirements with client
- Review the client requirements listed in this SoW.
- Add integration with (1) on-prem PBX system via an on-prem SBC
 - Local Gateway is REQUIRED for this integration: It can already be in place or included as a service in this SoW
- Perform joint testing between Webex Calling MT and the PBX

Assumptions

- The signaling protocol between the SBC and the PBX will be SIP TCP/UDP on port 5060

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

- Configure the PBX side of the SIP integration for interop with Webex Calling MT.

- Ensure network and firewall requirements are met for SIP signaling and RTP Media between the SBC and the PBX platform
- Provide any required software licensing for the PBX platform
- Perform any needed configuration and/or troubleshooting on the PBX platform.
- Ensure the SIP session licenses for the SBC are sufficient for the additional call paths when the PBX integration is added

2.3.4. E911 Base Configuration - Up to (5) USA/CA Locations Quantity: 1

E911 Base – up to (5) USA/CA Locations

For the quantity indicated, Presidio will assist with the discovery, design and build of E911 calling. As part of this, Presidio will configure basic E911 location mapping with Client provided network element information

- Includes configuration for up to (5) USA/CA Locations
- Initial emergency calling location mapping workshop for up to (1) session of up to (2) hours to review requirements and the Presidio provided workbook.
 - Client to complete the data workbook mapping network elements to emergency locations
- For each building the available network elements, provided by Client, will be mapped to the street address as a dispatchable location.
 - Available network elements: Public IP / Internal IP Subnet / LLDP Switch Chassis ID / LLDP Switch port ID / Wi-Fi BSSIDs
 - Client will provide all necessary network elements and location details in Presidio provided workbook (Excel). This workbook will be jointly reviewed during the e911 workshop.
- Import the Client provided network elements that map to ERLs, to the cloud e911 platform
 - Limit of 25 ERLs to be imported by Presidio. Additional ERLs imported by client
- Support for client lead testing of emergency calls for up to 3 ERLs, Client expected to test any additional ERLs
- Follow up workshop session: Once the e911 basics are discovered and understood, Presidio will demonstrate how to map network elements to more granular dispatchable locations in each street address.
 - KT session up to (1) hours in length including up to (2) granular dispatchable locations will be jointly configured. This assumes the Client can provide and map the required network elements to a physical space for the more granular location.
 - Client is responsible for granular network element mapping beyond the building level after the KT session

Assumptions

[E911 Base]

- The terms Emergency Location, Emergency Response Location (ERL) and Dispatchable Location are understood to mean the same thing, a civic address with an optional place

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

[E911 Base]

- Complete Presidio provided workbook, after the joint design session, with all the required network elements and mapping these elements to any required physical Emergency Response Locations (ERL / Dispatchable-Location)
- Review USA FCC regulations regarding e911 for Multi Line Telephone Systems (MLTS) - <https://www.fcc.gov/mlts-911-requirements>. Or the regulations applicable to the deployment country
- Client is responsible for determining and establishing emergency calling policies based on the geographical requirements of the Client (i.e. state, county, city, township, etc.). Presidio is not responsible for determining e911 requirements based on Client locality.
- Client is responsible for the discovery, definition and quantity of Emergency Response Locations (ERL) to comply with any applicable regulations
- Client is responsible for discovering, documenting, and maintaining the following network element information: Public IP address, Internal IP subnet(s), switch chassis LLDP IDs, switch port LLDP IDs, and wireless access point BSSIDs. Mapping these elements to physical locations required for the configuration of Emergency Response Locations (ERL) in accordance with Client's understanding of applicable laws.
- To create a granular ERL based on physical Ethernet cabling, Client needs to understand, document, and map the Ethernet cabling at a wall jack to a particular switch port to map either a Switch Chassis LLDP identifier and/or a Switch Port LLDP identifier to an ERL
- To create a granular ERL based on the approximate physical location of a Wireless Access point (AP), Client needs to understand, document, and map the all the Wi-Fi BSSIDs on a particular access point to a physical location in a building to map each access point an ERL
- Client is responsible for testing emergency calling from all ERLs
 - including contacting the PSAP servicing the location and determining the desired testing procedures of that specific PSAP
- Collect and provide data required for the successful configuration of the emergency services.
- Make changes to the network if needed to support the emergency configuration.
- After initial configuration and demonstration by Presidio, Client will be responsible for any subsequent network element and physical location database updates to keep emergency call routing accurate as time passes.
 - (i.e. as the network changes over time, Client must update the E911 system and the data elements to maintain accuracy for Emergency Response Locations (ERLs))

2.3.5. Migrate Cisco Phones to MPP Quantity: 1

Migrate Supported Cisco Phones to MPP Software

During a cutover event, Presidio will perform a one-time bulk migration of supported Cisco phones to Multi-Platform Phone (MPP) software

- Presidio can assist with up to 2 manual phone migrations to validate networking and access requirements, prior to the migration event, if requested.
 - Client will identify supported handsets to test with.
- If pilot migration(s) are included in this engagement, Presidio will support the MPP migration effort for up to (2) pilot migration events including up to 20 phones per event prior to the main migration event.
- Assist with preparation and review of requirements for MPP migration

Assumptions

- Desired phone models to be migrated are supported by both the cloud calling provider and by Cisco documentation outlining phone models eligible for migration from enterprise to MPP firmware.

***** 8800 Phone MPP Migration Field Notice August 2025 *****

<https://www.cisco.com/c/en/us/support/docs/field-notices/742/fn74296.html>

Overview - Field notice from Cisco - 8800 Migration to MPP (August 2025)

Certain hardware versions of the Cisco 8800 series enterprise desk phones listed below may exhibit degraded user experience or performance issues when migrated to MPP Firmware (e.g., UI slowness, phone freezes, KEM freezes). Due to hardware limitations in these earlier hardware revisions, Cisco does NOT have the ability to resolve these issues.

Impacted Devices

- Older hardware versions (**VID 14** and earlier, *manufactured approximately 2013–2019*) of the following models:
 - **8811, 8841, 8851, 8851NR, and 8861** models
- 88XX video phone models – **8845, 8865, and 8865NR**
 - End of sale for these video phones was announced Feb 2025
- Phones registered to UCM are NOT impacted by this issue. Enterprise Phone firmware is NOT impacted. Only after migrating to MPP.
- These devices will continue to be supported on UCM on-premises and Webex Calling Dedicated Instance

Hardware revisions V15 and later of the 8800 series are NOT impacted by this issue.

In October 2025, Cisco will implement the following changes:

- Webex Control Hub migration tools will be updated to mark the migration eligibility status differently:
 - 8845, 8865, and 8865NR will have notes indicating “End of Support”
 - 8811, 8841, 8851, 8851NR, and 8861 VID14 and earlier will have notes indicating “Not Recommended”
- Migration tools will not block migration, and customers can choose to proceed at their own risk.

Common scenarios, leading to intermittent performance issues, but are not limited to:

- High network latency environment
- KEM(s) attached
- Exec assistant having high call volume

What can customers do if they experience these performance issues?

- Due to hardware limitations, there are no workarounds or fixes for these earlier hardware revisions.
- Customers should contact their Cisco account team, PSM, CSM, or partner to review alternative product options that best suit their needs.

How to determine hardware version

1. Check the sticker on the back of the phone, look at the *PID VID* line
 - The last characters indicate the hardware revision: **V14** and earlier are impacted

- . <https://postimg.cc/Fdf2mCSH>
- 2. Browse to the web page of the phone, Device Information page.
 - . DON'T look at the field called "Hardware revision"
 - . Look further down to the UDI section , look here for the "V" value. **V14** and earlier are impacted.
 - . <https://postimg.cc/Z9D5VgZb>

***** 7800 Phone MPP Migration Hardware Limitations *****

Some early hardware revisions of the 78xx hardware can NOT be migrated to MPP.

The following lists the limitations - These models and hardware revisions are not eligible for migration to MPP

- CP-7821-K9= (V02 and earlier)
- CP-7841-K9= (V03 and earlier)
- CP-7861-K9= (V02 and earlier)

Other 78xx models and later hardware revisions of the above models ARE supported for migration to MPP

***** 8800 Phone MPP Migration - unsupported Models *****

The following models have never been eligible for migration to MPP:

- 8821
- 8831

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

- Client will need to provide and document current phone model, MAC address, and MAC address to user mapping in Presidio provided workbook
- Client will configure networking and outbound internet access required for the phones to migrate. Phones need DNS and outbound internet access TCP/TLS ports 443, 6970 for the migration process
 - https://upgrade.cisco.com/e2m_converter_wxc#prepare
 - <https://help.webex.com/en-us/article/b2exve/Port-Reference-Information-for-Webex-Calling>
- MPP migration of existing Cisco handsets running enterprise firmware assumes Client has obtained entitlement to a migration license per handset.
 - MPP Migration License is included when registering phones to Webex Calling.
 - A separate purchase of Enterprise to MPP license, per handset, is required when connecting to non-Cisco platforms. (e.g., Zoom Phone, MS-Teams Phone, etc..)
- Client will check and verify that all the desired phones to be migrated to MPP are supported.
 - See Assumptions Section for supported models and hardware revision requirements
- Ensure that supported modes are running at least version 14.3.1 of the enterprise phone firmware prior to migration
- Client will test migrating at least 1 phone from each voice VLAN

2.3.6. Pilot Group Migration Quantity: 2

Pilot Migration

For the quantity indicated Presidio will

- Remotely support a pilot group with up to (20) total users/workspaces/numbers
- Prepare and configure the pilot group users
- Migrate the pilot group
- Pilot group migration includes
 - Up to (2) hours of after-hours effort
 - Up to (2) hours of First Day of Service (FDIS) support

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

- Perform any required testing and validation

[only if Local Gateway and PBX integration is included in this SoW efforts]

- Client will perform any needed configuration with the on-prem PBX system as needed.
- Place any physical devices as needed.

[only if number porting is included is included in this SoW efforts]

- Client has identified the phone numbers and placed the porting request with the winning carrier

2.3.7. Telephone Number Porting Support Quantity: 1

Telephone Number Porting Support

For the quantity indicated, Presidio will provide the following effort

- Presidio engineer will assist and advise Client with preparations for number porting for (1) Migration/Porting event and up to (2) smaller pilot events (if needed)

Assumptions

[Number Porting]

- NOTE: Client is the Customer of Record with the losing and winning telecom provider
 - Presidio can advise and assist with the porting effort but generally can't act on behalf of the Client with the telecom providers

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

[Numbering Porting]

- Client is responsible for discovering and documenting the numbers to be ported
- Client is responsible for obtaining any required billing/account information as required for the porting process
- Client is responsible for executing porting order with new telco provider with Presidio assistance.
 - NOTE: Client is the Customer of Record with the losing and winning telecom provider
 - Presidio can advise and assist with the porting effort but generally can't act on behalf of the Client with the telecom providers

2.3.8. Migration Event Quantity: 1

Migration Event

For the quantity indicated Presidio will

- Remotely support a migration event with up to 500 users
- Prepare and configure the migration group telephony settings
- Migrate the group
- Migration event includes
 - Up to (6) hours of after-hours effort

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

- Perform any required testing and validation
- Place any physical devices as needed
- only if Local Gateway and PBX integration was included in this SoW efforts
 - Client will perform any needed configuration with the on-prem PBX system as needed.
- only if number porting is included
 - Client has identified the phone numbers and placed the porting request with the winning carrier

2.3.9. First Day in Service Support Quantity: 1

First Day in Service Support

For the quantity indicated Presidio will

- Remotely provide up to (4) hours of First Day of Service (FDIS) / post-cutover support after a migration event

2.4. OPTIONAL - Common Options

2.4.1. Configure Analog Gateway with up to (8) ports Quantity: 17

Small Analog Gateway up to (8) Ports

For the quantity indicated, Presidio will provide the following remote configuration effort

- Review network and firewall requirements with client
- Configure (1) supported analog gateway with up to (8) ports to the cloud calling platform

Assumptions

- Note: Each port of an Analog Gateway or ATA device requires/consumes a workspace/common-area license.

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

- Configure outbound firewall and routing access as needed
- Client will perform initial platform deployment and basic network configuration (rack / stack / cabling / IP addressing) and provide SSH and HTTPS access to Presidio engineer
- Perform any needed cabling / cross-connect to the gateway

- Obtain any required licensing and maintenance per analog gateway platform
- Obtain any required cloud calling licenses to support each port on an analog gateway or ATA
- If porting phone numbers
 - Client is responsible for obtaining records from the current telco provider
 - Client is responsible for executing porting order with new telco provider
 - Presidio can provide assistance with the porting process only if separate porting efforts are explicitly included in this Scope of Work (SoW)
 - Presidio can advise and assist with the porting effort but generally can't act on behalf of the Client with the telecom providers

2.5. Project Closeout

2.5.1. Final Documentation Quantity: 1

Final Documentation

2.5.2. Admin Knowledge Transfer Quantity: 1

Admin Knowledge Transfer (KT)

For the quantity indicated Presidio will remotely

- Provide up to (2) Administrative Knowledge Transfer (KT) sessions of up to (2) hours each
- Review common move/add/change functions for the calling platform
- A knowledge transfer session generally covers basic administrative tasks needed for day to day operation and is not intended to replace formal classroom training.
- Presidio encourages the Client to assess their own training requirements and inquire with their Presidio account manager regarding additional training opportunities.

Assumptions

- The knowledge transfer session is not intended to replace formal classroom training nor will cover every conceivable scenario or task

Out of Scope / Client Responsibilities

The following items fall outside the scope and will be the client's responsibility to address, if necessary:

- Come prepared with questions and participate
- Take notes

3. ENGAGEMENT INFORMATION

3.1. Resources

Presidio approaches project execution from a skills-based perspective. Our Execution Team comprises individuals with specific skill sets that will be utilized at different times during a given project. This enables us to provide a highly specialized workforce to the Client and utilize the appropriate resources for the required task. The Project Manager or Project Coordinator will distribute contact information for the project team personnel.

The following Presidio resources will be engaged in this project:

Resource Name	Discipline
Collab Eng - Sr.	Collaboration
Project Manager	Client Engagement Services

3.2. Locations

All services outlined in this SoW will be performed and delivered remotely unless otherwise specified. Services described in this SoW may be performed or will impact the following locations.

Location	Address	City State ZIP
City of Decatur IL	1 Gary K Anderson Plaza - 3rd Floor	Decatur, IL 62523

3.3. Outcomes and Deliverables

Documentation may be created by Presidio and provided as part of the Project Deliverables. Some of these deliverables may be delivered as a single document. The specific documentation to be provided depends on your chosen solution(s).

Client's acceptance of all deliverables described in this SOW and of the completion of the project shall be in writing. Deliverable acceptance shall be in the form of an email or signature (as applicable), and final project acceptance shall be in the "Project Completion Signoff" form provided by the Project Manager or Project Coordinator. If acceptance is refused, the Client shall provide, in writing to Presidio, a reason for refusal. Presidio shall address the issue before subsequent work is undertaken.

For any documentation provided, it shall be reviewed and approved by the Client in accordance with the following procedure:

- If a written list of requested changes is received within five (5) business days, the Presidio Project Team will make the agreed-upon revisions and resubmit the updated version to the client within five (5) business days.
- At that time, the Client has five (5) business days to review and request changes for the final document. If no written response is received from the Client within five (5) business days, either accepting or requesting changes, then the deliverable material shall be deemed accepted.

4. PRESIDIO PROJECT MANAGEMENT (PPM)

4.1. Project Management Scope

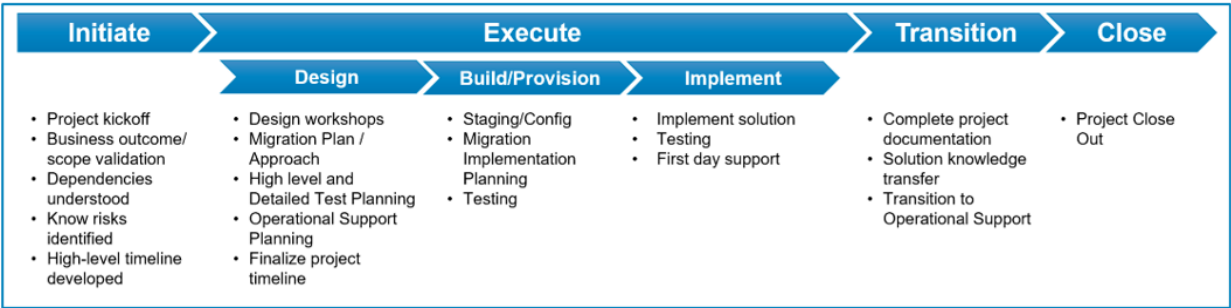
Presidio will provide a Project Manager (PM), who will serve as the single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for the timely completion of the scope, schedule, and budget, utilizing Presidio’s Project Management Method.

Included in our standard Project Management offering for this engagement are the following:

- Remote kickoff meeting
- Planning and design session facilitation
- Deliverable/milestone tracking (High-Level Plan)
- Resource scheduling and oversight
- Escalation facilitation
- Working calls as required
- Regularly scheduled status meetings
- Agenda, meeting minutes, and risk/issue/action item tracking
- Scope/Budget Management
- Project closeout

4.2. Methodology

Presidio’s Engagement Delivery Method incorporates best practices from our extensive experience as Digital System Integrators. The method is prescriptive while being flexible and customized for each client’s specific needs based on the specific scope of work. This allows Presidio to right-size the approach to be flexible and efficient while maintaining an appropriate structure and governance to deliver the business outcome effectively.



4.3. Escalation Path

Client experience is of the utmost importance to Presidio. If a Client feels the need to escalate an issue or concern at any time, please consider the escalation points and options described below.

Level 1

Account Manager – Client's first point of escalation is always their Account Manager. The AM can facilitate additional escalation if required and coordinate meetings between the required people within Presidio and the Client in order to resolve any issues swiftly.

Project Manager – For projects that include Project Management, the Project Manager is an escalation point for any concerns or questions.

Practice Manager – For technical issues, the Service Delivery team will reach out to the manufacturer's support avenues within one hour of identifying an issue. If an additional technical escalation is warranted, the Presidio Practice Manager will be contacted after that time.

Level 2

Program and Project Management (PPM) Team Lead – If Client is not satisfied with the response from the Level 1 escalation, the PPM Team Lead would be the next level of escalation for any and all issues associated with the project scope and would own the management of the issue to resolution including technical and non-technical related concerns.

Service Delivery Director – For technical issues specifically, if the issue is not resolved within an hour, the Service Delivery Director will be contacted for additional escalation and action.

For technical issues escalated by the Delivery Team, the Service Delivery Director will:

- Contact and speak with the Client via phone to explain the status.
- Develop a plan of action.
- Communicate the plan of action status and completion to Client.
- Contact the Operations team, as required, to request additional resources, as required, in order to execute the plan of action.

Level 3

Program and Project Management Services (PPM) Director – for projects that include Project Management, the PPM Director is the third escalation point for any technical or non-technical concerns or questions.

Services Vice President – if the issue or concern cannot be addressed or resolved within Level 1 or Level 2 of the escalation process, the issue will be raised to the executive level for visibility and resolution.

4.4. Project Change Request Process

Any Items that are determined to be outside of this Scope of Work and deliverables defined must be submitted with a Project Change Request Form. No work outside of this Scope of Work will be undertaken without written approval and processing of a Project Change Request.

In the event that both Presidio and Client agree to a change in this Statement of Work, a written description of the agreed-upon change will be prepared using a Project Change Request (PCR) form, which both parties must sign. The PCR form will be used to describe the change, provide the rationale for the change, and specify any changes in the scope, schedule, or budget.

The terms of a mutually agreed-upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Modifications in project scope, including but not limited to the following, will require a Project Change Request:

- Client-requested changes in outcome, approach, features, or capabilities.

- Additional required tasks discovered through the planning and design review but not mentioned in this SOW or changes to the design after the signoff of the design phase and/or during the implementation phase.
- Upgrade, modification, or repair of equipment or applications to effectively deploy this scope.
- Defective equipment provided by the Client and integrated into the solution requiring additional diagnostic troubleshooting and/or remediation.
- Troubleshooting issues due to Client changes to configurations made “after” releasing the system or “after” a specific milestone completion in a multi-site phased deployment.
- Delays due to issues relating to site preparation that result in delays to the project.
- Delays in responding to scheduling requests, acceptance requests, and requests for information.
- Insufficient notice of a schedule change. If a 24-hour notice is not provided, charges may be applied.

5. PRACTICE SPECIFIC DETAILS

5.1. Collaboration Services

For Projects related to IP Telephony. PLEASE READ CAREFULLY. IT IS CLIENT'S RESPONSIBILITY TO UNDERSTAND ITS OBLIGATIONS TO ENABLE E911 SERVICE.

- **E911 SERVICE.** Under rules adopted by the Federal Communications Commission as well as pursuant to various state laws, certain multi-line telephone systems ("system") must enable e911 service by permitting callers to dial 911 and by providing certain information about the caller's location to emergency responders (collectively, "the e911 rules"). Client acknowledges and agrees that the sale, installation, and/or operation of the system by Presidio are functions performed by Presidio under the control and direction of the Client. Client further acknowledges and agrees that it controls and oversees the implementation of the system after installation and that it is responsible for compliance with the e911 rules.
- **E911 CHARACTERISTICS.** Client acknowledges that the system has certain characteristics that distinguish it from traditional, legacy, circuit-switched services. These characteristics may make the system unsuitable for some clients. Client should carefully evaluate their own circumstances when deciding whether to rely solely upon the system to enable e911 service. Client acknowledges that it is Client's responsibility to determine the technology or combination of technologies best suited to meet client's emergency calling needs and to make the necessary provisions for access to e911 service (such as maintaining a conventional landline phone or wireless phone as a backup means of completing emergency calls).
- **E911 LIMITATION OF LIABILITY.** Client acknowledges and agrees that Presidio will have no liability whatsoever in the event that: (a) client or any other caller using the system is unable to place or complete a call to 911 or access e911 service; (b) emergency responders do not respond, or do not respond to the location at which the system, client, or caller is physically present or require emergency services; or (c) client fails to comply with the e911 rules. Under no circumstances whatsoever will Presidio have any liability associated with e911 service, including, and without limitation, in the event of: (a) loss of electrical power; (b) loss of internet connectivity; (c) defective or misconfigured client premises equipment; (d) network congestion; (e) delays associated with the delivery of caller location information; (f) restrictions created by non-voice equipment; (g) relocated equipment, including outside of the united states; (h) the simultaneous use of one line with multiple pieces of equipment; (i) failure of emergency response centers to answer a 911 call; (j) failures of any third parties that are responsible for routing 911 calls; (k) the use of non-native telephone numbers; or (l) any force majeure event. Client acknowledges and agrees that the limitation of Presidio's liability is a material term to this agreement, that it would not otherwise enter into this agreement without this limitation, and that client agrees that these limitations are reasonable.
- **E911 INDEMNITY.** Client agrees to defend, indemnify, and hold harmless Presidio, its officers, directors, employees, affiliates, and agents from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of, client or any third party or any caller using the system relating to e911 service, including, and without limitation, the inability of a caller to place or complete a 911 call or the failure of client to deliver client location information as required by the e911 rules.

6. ASSUMPTIONS & RESPONSIBILITIES

Presidio makes the following assumptions and has identified the following Client responsibilities in developing this Statement of Work. These assumptions and responsibilities serve as the foundation on which the project estimate, approach, and timeline were developed. By signing this SOW, Client agrees that these assumptions and responsibilities are correct and valid. Any changes to the following assumptions and responsibilities must be processed using the Presidio Change Management Process and may impact the project duration and labor requirements.

6.1. Engagement Assumptions

The following project assumptions are made and will be verified as part of the engagement:

- Client has read and agrees with all Items contained or omitted within this Statement of Work.
- This SOW supersedes all prior written or oral agreements, representations, and understandings related to the subject matter hereof. Any purchase order submitted pursuant to this SOW shall be subject to the terms herein and shall not be subject to any new or different terms, including pre-printed terms on such order. All changes to this SOW must be executed in writing and accepted by both parties, as indicated by authorized signature, prior to the execution of work.
- Presidio will hold no responsibility for any changes made "after" releasing the system to the Client. Presidio expressly disclaims any liability for non-performance or the delivery of poor quality of services resulting from errors or omissions in information provided to Presidio by Client, whether Presidio knew or should have known of any such errors or omissions, or whether Presidio was responsible for or participated in the gathering of such information. Significant delays, revisits, or cancelled changes outside of Presidio's control may necessitate a change order to account for rescheduling.
- Working Hours: Presidio and Client will jointly agree on the location of the resources, onsite requirements, and what time the services will be provided. By default:
 - Services delivered by resources working in North America and Europe will be provided from 8 AM to 5 PM, relative to the local time zone of the assigned resources, Monday through Friday, excluding standard Presidio holidays specific to the resources' location.
 - Services delivered by resources working in India will be provided from 11 AM to 8 PM IST, Monday through Friday, excluding standard Presidio holidays specific to the resources' location.
 - Resources may work hours other than those defined as normal business hours to accommodate their travel schedules and time zones.
- Any Items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.
- If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
- Presidio will not be responsible for troubleshooting networks, applications, and/or hardware if the Client does not have formal change management documented processes and policies.
- Presidio may engage subcontractors and third parties in performing a portion of this work.
- Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
- Some activities included in this project may be performed on Presidio's premises.
- Not all features or functions of the installed system are included in the scope of this engagement.

- Presidio reserves the right to modify the approach outlined within this SOW if it does not alter the timeline or overall outcome of the engagement.
- Presidio will configure the systems outlined within this Statement of Work with a unique set of authentication credentials unless otherwise provided by the Client. Upon the completion of the engagement, Presidio will provide Client with all usernames, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.
- Any documentation will be delivered in Presidio format unless otherwise stated in this SOW.
- Project success criteria will be defined by the Client and jointly agreed to with Presidio.
- Client staff will participate throughout the implementation.

6.2. Client Responsibilities

The following Items are listed as the Client's responsibilities for this engagement. Client is responsible for performing the Items and activities listed in this section or arranging for them to be performed by a third party if appropriate.

- Provide a primary contact and a secondary contact when the primary is unavailable with the authority and the responsibility of issue resolution, and the identification, coordination, and scheduling of Client personnel to participate in the implementation of the SOW. Without a single Client point of contact, a Project Change Request may be required for the additional effort by Presidio.
- Be responsible for having in place active manufacturer support contracts on all devices that are the subject of this SOW.
- If on-site services are required and authorized, Client will:
 - Provide all required physical access to Client's facility (identification badge, escort, parking decal, etc.), as required by Client's policies.
 - Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
- If system access is required:
 - Provide all required functional access (passwords, IP address information, etc.), as required for Presidio to complete the tasks.
 - Provide high-speed access to the Internet for verification of device support requirements and for software downloads.
 - Provide VPN remote access for troubleshooting and configurations related to the project, as necessary. Utilizing Webex, Microsoft Teams, or other similar screen-sharing/meeting technology as opposed to independent VPN access or virtual desktop is out of scope. If there is no other option, Presidio will issue a Change Request to add additional funds to the project to accommodate the increase in time and effort.
- Provide required and requested documentation or information needed for the project within two (2) business days unless otherwise agreed to by all parties.
- Provide Presidio with access to their systems, appropriate processes, and personnel as reasonably necessary for Presidio to fulfill its obligations.
- Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Client staff will participate throughout the implementation.

- Participate in all working sessions as required to produce the success and efficacy of the services rendered.

7. PRICING

Presidio will provide the services as outlined in this Statement of Work for a fixed fee of **\$56,006.71**. The Client shall make payments to Presidio as work progresses in accordance with the progress payment schedule set forth below:

Invoicing Item	Invoice Amount
Project Initiation	\$11,201.34
Project 20% Complete	\$8,961.00
Project 40% Complete	\$8,961.00
Project 60% Complete	\$8,961.00
Project 80% Complete	\$8,961.00
Project Complete	\$8,961.37

- If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act or direction by the Client, or (2) by the Client's failure to act within the time specified in this contract (or within a reasonable time if not specified), the Client will be liable for reimbursement of work and expenses incurred and not previously paid to Presidio.
- Additionally, the Client must give Presidio adequate written notice of delay or suspension of work no less than two weeks before work was scheduled to begin, or the Client shall be liable to pay an amount equal to the total progress invoicing amount which was delayed based on the progress payment schedule above. Upon receipt of the written notification of a delay or suspension, Presidio will immediately bill Client an amount equal to the costs expended and services rendered against the invoicing amount.
- A pause or delay in the project may result in the loss of allocated resources, temporarily or indefinitely, depending on resource availability when work resumes.

7.1. Additional Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work, and therefore, no expenses will be billed to Client.

8. APPROVAL SIGNOFF

The use of signatures on this Statement of Work ensures agreement on project objectives and the work to be performed by Presidio.

Presidio’s signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Statement of Work is valid for a period of 60 days from the date that this Statement of Work is provided by Presidio to Client unless otherwise agreed to by both parties.

City of Decatur IL

_____	_____
Signature	Date mm-dd-yyyy

_____	_____
Printed Name	Title

PRESIDIO

_____	_____
Signature	Date mm-dd-yyyy

_____	_____
Printed Name	Title

**Council Memo
Public Works Department
No. 2026-23**

DATE: 3/2/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Matt Newell, Director of Public Works
Byron Bowman, Municipal Services Manager
Chris Bergschneider, Fleet Supervisor

SUBJECT:

Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One Ford F-150 Truck and Upfit

SUMMARY RECOMMENDATION: Staff recommends that the City Council approve the Resolution approving a contract in the amount of \$53,037.00 to Morrow Brothers Ford, Inc. accepting the State of Illinois joint purchasing contract bid price of Morrow Brothers for one (1) Ford F-150 truck, including upfit.

BACKGROUND:

Neighborhood Inspections has requested one (1) new vehicle to replace one (1) existing vehicle. The vehicle being replaced is #626, 2010 Ford Fusion with 85,900 miles. The vehicle is being unfit with warning lights.

The vehicle is being replaced due to age and condition.

The replacement vehicle is estimated to be delivered within 8-10 weeks.

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

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

PRIOR COUNCIL ACTION:

None

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Fleet Maintenance wrote the bid specifications based on Neighborhood Inspections requirements.

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

BUDGET/TIME IMPLICATIONS: Funding for these expenditures are included in the FY2026 budget.

ATTACHMENTS:

1. 2026-23 Morrow Brothers F150 #626 Resolution

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING
HOLDER BID PRICE OF MORROW BROTHERS FORD, INC. FOR THE
PURCHASE OF ONE FORD F-150 TRUCK AND UPFIT**

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

Section 1. That the State of Illinois Joint Purchasing bid received for one (1) 2026 Ford F-150 presented herewith as Exhibit A be, and is hereby, received and placed on file.

Section 2. That the cost of Morrow Brothers Ford, Inc. in the amount of \$53,037.00, be accepted and a purchase order awarded accordingly.

Section 3. That the Procurement Officer be, and is hereby authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Morrow Brothers Ford, Inc. in the amount of \$53,037.00.

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

PRESENTED and ADOPTED this 2nd day of March 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 7, 2026

Unit # 626

City of Decatur
2600 N Jasper St
Decatur, IL 62526
Chris Bergschneider- Fleet Supervisor
1-217-875-5718
RBergschneider@decaturil.gov

NEW Ford F150 Extended Cab 4x4 Pickup with 6.5' Bed

- Oxford White w/Gray Interior, Vinyl Floor Covering, Power Windows/Locks, Cruise Control
- 2.7L Ecoboost V-6 Turbocharged Engine w/10 Speed Automatic Transmission, Class IV Hitch w/Wiring
- Tilt/Telescoping Steering, Anti-Lock Disc Brakes, AM/FM Stereo, SYNC Handsfree Communications
- Remote Keyless Entry w/2 Keys/Fobs, 200 Amp Alternator, Power Drivers Seat, Rear View Camera
- Reverse Sensing, Shift on the Fly 4x4, LT265/70R17 All Terrain Tires, Electronic Locking Rear Axle
- Platform Running Boards, 36 Gallon Fuel Tank, Spray In Bedliner, Weathertech Floor Mats
- WHELEN 4 Corner Amber/White Warning, WHELEN 16" Century LED Amber Warning
- All Other Standard Equipment, New IL License/Title, Delivery to Decatur

\$53,037.00

Thank you,


John A.R. Wellenkamp
Morrow Brothers Ford Inc
GM/Sec of Corp/Director

Signature of Acceptance_____

Date_____

Printed Name_____Title_____

Date_____

These units are in stock. ETA 8-10 Weeks from the date of signed PO or order acceptance. 13031

EXHIBIT A

**Council Memo
Public Works Department
No. 2026-24**

DATE: 3/2/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Matt Newell, Director of Public Works
Byron Bowman, Municipal Services Manager
Chris Bergschneider, Fleet Supervisor

SUBJECT:

Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One Ford F-450 Truck and Upfit

SUMMARY RECOMMENDATION: Staff recommends that the City Council approve the Resolution approving a contract in the amount of \$93,366.00 to Morrow Brothers Ford, Inc. accepting the State of Illinois joint purchasing contract bid price of Morrow Brothers for one (1) Ford F-450 truck, including upfit costs.

BACKGROUND:

The Forestry Section of Public Works has requested one (1) new vehicle to replace one (1) existing vehicle. The vehicle being replaced is #427, 2007 Ford F-450 with 8,801 hours. The upfit will include warning lights, a steel dump bed and snow plow.

The vehicle is being replaced due to age and condition.

The replacement vehicle is estimated to be delivered within 16 weeks.

DISPOSAL OF REPLACED UNITS: The old unit will be auctioned

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

PRIOR COUNCIL ACTION:

None

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Fleet Maintenance wrote the bid specifications based on Forestry requirements.

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

BUDGET/TIME IMPLICATIONS: Funding for these expenditures are included in the FY2026 budget.

ATTACHMENTS:

1. 2026-24 Morrow Brothers F450 #427 Resolution

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING
HOLDER BID PRICE OF MORROW BROTHERS FORD, INC. FOR THE
PURCHASE OF ONE FORD F-450 TRUCK AND UPFIT**

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

Section 1. That the State of Illinois Joint Purchasing bid received for one (1) 2026 Ford F-450 presented herewith as Exhibit A be, and is hereby, received and placed on file.

Section 2. That the cost of Morrow Brothers Ford, Inc. in the amount of \$93,366.00, be accepted and a purchase order awarded accordingly.

Section 3. That the Procurement Officer be, and is hereby authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Morrow Brothers Ford, Inc. in the amount of \$93,366.00.

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

PRESENTED and ADOPTED this 2nd day of March 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 7, 2026

Unit # 427

City of Decatur
2600 N Jasper St
Decatur, IL 62526
Chris Bergschneider- Fleet Supervisor
1-217-875-5718
RBergschneider@decaturil.gov

NEW 2026 Ford F450 4x4 Crew Cab Chassis- Accepts 9' Body
-Oxford White Exterior w/Gray Vinyl Interior, Vinyl Floor Covering
-7.3L V-8 Gasoline Engine w/10 Speed HD Transmission, Limited Slip Rear Axle, 16,500 GVWR
-Air Conditioning, Power Windows/Locks/Mirrors, Roof Clearance Lights, AM/FM Stereo
-Tilt/Telescoping, Cruise Control, Daytime Running Lights, Remote Keyless Entry w/2 Keys and Fobs
-Up-Fitter Switches, Trailer Tow Mirrors, SYNC Bluetooth Handsfree Communications
-47B Snow Plow Prep, HD Alternator, Dual Batteries, 18B Platform Running Boards, Rear View Camera
-Trailer Brake Controller, Western 9' Pro Plus Snowplow, 9' Solid Side Steel Dump, Rear Hitch Plate
-WHELEN 16" Century Bar w/Self Leveling Bracket, WHELEN 4 Corner Amber Warning, Weathertech Mats
-All Other Standard Equipment, NEW IL License/Title, Delivery to City of Decatur

\$93,366.00

Thank you,


John A.R. Wellenkamp
Morrow Brothers Ford Inc
GM/Sec of Corp/Director

Signature of Acceptance_____

Date_____

Printed Name_____ Title_____

Date_____

This will be an ordered unit. ETA 16 Weeks from the date of signed PO or order acceptance.

EXHIBIT A

**Council Memo
Public Works Department
No. 2026-25**

DATE: 3/2/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Matt Newell, Director of Public Works
Byron Bowman, Municipal Services Manager
Chris Bergschneider, Fleet Supervisor

SUBJECT:

Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One Ford F-250 Truck and Upfit

SUMMARY RECOMMENDATION: Staff recommends that the City Council approve the Resolution approving a contract in the amount of \$63,146.00 to Morrow Brothers Ford, Inc. accepting the State of Illinois joint purchasing contract bid price of Morrow Brothers for one (1) Ford F-250 truck, including upfit costs.

BACKGROUND:

The Municipal Services Division of Public Works has requested one (1) new vehicle to replace one (1) existing vehicle. The vehicle being replaced is #287, 2006 Ford F-250 with 122,425 miles. The upfit will include warning lights and snow plow.

The vehicle is being replaced due to age and condition.

The replacement vehicle is estimated to be delivered within 8-10 weeks.

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

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

PRIOR COUNCIL ACTION:

None

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Fleet Maintenance wrote the bid specifications based on Municipal Services Division requirements.

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

BUDGET/TIME IMPLICATIONS: Funding for these expenditures are included in the FY2026 budget.

ATTACHMENTS:

1. 2026-25 Morrow Brothers F250 #287 Resolution

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING
HOLDER BID PRICE OF MORROW BROTHERS FORD, INC. FOR THE
PURCHASE OF ONE FORD F-250 TRUCK AND UPFIT**

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

Section 1. That the State of Illinois Joint Purchasing bid received for one (1) 2026 Ford F-250 presented herewith as Exhibit A be, and is hereby, received and placed on file.

Section 2. That the cost of Morrow Brothers Ford, Inc. in the amount of \$63,146.00, be accepted and a purchase order awarded accordingly.

Section 3. That the Procurement Officer be, and is hereby authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Morrow Brothers Ford, Inc. in the amount of \$63,146.00.

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

PRESENTED and ADOPTED this 2nd day of March 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 7, 2026

Unit # 287

City of Decatur
2600 N Jasper St
Decatur, IL 62526
Chris Bergschneider- Fleet Supervisor
1-217-875-5718
RBergschneider@decaturil.gov

NEW 2026 Ford F250 Regular Cab 4x4 Pickup with 8' Bed
-Oxford White Exterior w/Gray Vinyl Interior, Vinyl Floor Covering
-6.8L V-8 Gasoline Engine w/10 Speed HD Transmission, Electronic Locking Rear Differential
-Air Conditioning, Power Windows/Locks/Mirrors, AM/FM Stereo, Trailer Tow Mirrors, Rearview Camera
-Tilt/Telescoping, Cruise Control, Daytime Running Lights, Remote Keyless Entry w/2 Keys and Fobs
-SYNC Bluetooth Handsfree Communications, Skid Plates, 10,000 GVWR Package, Trailer Hitch
-Snow Plow Prep Package, HD Alternator, Dual Batteries, LED Box Lighting, Chrome Bumpers, Fog Lights
-Weathertech Mats, Trailer Brake Controller, WHELEN 16" Century, WHELEN 4 Corner Amber, Grip Boards
-Western 8' Pro Plus Snow Plow, All Other Standard Equipment, NEW IL License/Title, Delivery to Decatur

\$63,146.00

Thank you,


John A.R. Wellenkamp
Morrow Brothers Ford Inc
GM/Sec of Corp/Director

Signature of Acceptance_____

Date_____

Printed Name_____Title_____

Date_____

This unit is in stock. ETA 8-10 Weeks from the date of signed PO or order acceptance. 12993

EXHIBIT A

**Council Memo
Public Works Department
No. 2026-26**

DATE: 3/2/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Matt Newell, Director of Public Works
Byron Bowman, Municipal Services Manager
Chris Bergschneider, Fleet Supervisor

SUBJECT:

Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One Ford F-450 Truck and Upfit

SUMMARY RECOMMENDATION: Staff recommends that the City Council approve the Resolution approving a contract in the amount of \$108,997.00 to Morrow Brothers Ford, Inc. accepting the State of Illinois joint purchasing contract bid price of Morrow Brothers for one (1) Ford F-450 truck including upfit costs.

BACKGROUND:

The Municipal Services Division of Public Works has requested one (1) new vehicle to replace one (1) existing vehicle. The vehicle being replaced is #236, 2008 Ford F-450 with 7,263 hours. The upfit will include warning lights, steel dump bed and snow plow.

The vehicle is being replaced due to age and condition.

The replacement vehicles are estimated to be delivered within 8-10 weeks.

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

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

PRIOR COUNCIL ACTION:

None

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Fleet Maintenance wrote the bid specifications based on Municipal Services requirements.

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

BUDGET/TIME IMPLICATIONS: Funding for these expenditures are included in the FY2026 budget.

ATTACHMENTS:

1. 2026-26 Morrow Brothers F450 #236 Resolution

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING
HOLDER BID PRICE OF MORROW BROTHERS FORD, INC. FOR THE
PURCHASE OF ONE FORD F-450 TRUCK AND UPFIT**

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

Section 1. That the State of Illinois Joint Purchasing bid received for one (1) 2026 Ford F-450 presented herewith as Exhibit A be, and is hereby, received and placed on file.

Section 2. That the cost of Morrow Brothers Ford, Inc. in the amount of \$108,997.00, be accepted and a purchase order awarded accordingly.

Section 3. That the Procurement Officer be, and is hereby authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Morrow Brothers Ford, Inc. in the amount of \$108,997.00.

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

PRESENTED and ADOPTED this 2nd day of March 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 7, 2026

Unit # 236

City of Decatur
2600 N Jasper St
Decatur, IL 62526
Chris Bergschneider- Fleet Supervisor
1-217-875-5718
RBergschneider@decaturil.gov

NEW 2026 Ford F450 4x4 Regular Cab Chassis- Accepts 11' Body
-Oxford White Exterior w/Gray Vinyl Interior, Vinyl Floor Covering
-6.7L V-8 Diesel Engine w/10 Speed HD Transmission, Limited Slip Rear Axle, 16,500 GVWR
-Air Conditioning, Power Windows/Locks/Mirrors, Roof Clearance Lights, AM/FM Stereo
-Tilt/Telescoping, Cruise Control, Daytime Running Lights, Remote Keyless Entry w/2 Keys and Fobs
-Up-Fitter Switches, Trailer Tow Mirrors, SYNC Bluetooth Handsfree Communications
-47B Snow Plow Prep, Dual Batteries, Luverne Grip Boards, Rear View Camera, Trailer Brake Controller
-Western 9' Pro Plus Snowplow, 11' Solid Side Steel Dump, Rear Hitch Plate, Stainless UTG Spreader
-WHELEN 16" Century Bar w/Self Leveling Bracket, WHELEN 4 Corner Amber Warning, Weathertech Mats
-All Other Standard Equipment, NEW IL License/Title, Delivery to City of Decatur

\$108,997.00

Thank you,


John A.R. Wellenkamp
Morrow Brothers Ford Inc
GM/Sec of Corp/Director

Signature of Acceptance_____

Date_____

Printed Name_____Title_____

Date_____

This unit is in stock. ETA 8-10 Weeks from the date of signed PO or order acceptance. 13110

EXHIBIT A

Council Memo
Public Works Department
No. 2026-27

DATE: 3/2/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Matt Newell, Director of Public Works
Byron Bowman, Municipal Services Manager
Chris Bergschneider, Fleet Supervisor

SUBJECT:

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

SUMMARY RECOMMENDATION: Staff recommends that the City Council approve the Resolution approving a contract in the amount of \$106,859.00 to Morrow Brothers Ford, Inc. accepting the State of Illinois joint purchasing contract bid price of Morrow Brothers for one (1) Ford F-550 truck along with upfit.

BACKGROUND:

Municipal Services Division has requested one (1) new vehicle to replace one (1) existing vehicle. The vehicle being replaced is #282, 2006 Ford F-450 with 7,272 hours. The vehicle will be upfit with an enclosed utility bed.

The vehicle is being replaced due to age and condition.

The replacement vehicle is estimated to be delivered within 18 weeks.

DISPOSAL OF REPLACED UNITS: The old unit will be auctioned

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

PRIOR COUNCIL ACTION:

None

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Fleet Maintenance wrote the bid specifications based on Municipal Services Division requirements.

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

BUDGET/TIME IMPLICATIONS: Funding for these expenditures are included in the FY2026 budget.

ATTACHMENTS:

1. 2026-27 Morrow Brothers F550 #282 Resolution

RESOLUTION NO. _____

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

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

Section 1. That the State of Illinois Joint Purchasing bid received for one (1) 2026 Ford F-550 presented herewith as Exhibit A be, and is hereby, received and placed on file.

Section 2. That the cost of Morrow Brothers Ford, Inc. in the amount of \$106,859.00, be accepted and a purchase order awarded accordingly.

Section 3. That the Procurement Officer be, and is hereby authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Morrow Brothers Ford, Inc. in the amount of \$106,859.00.

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

PRESENTED and ADOPTED this 2nd day of March 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

February 11, 2026

A 282

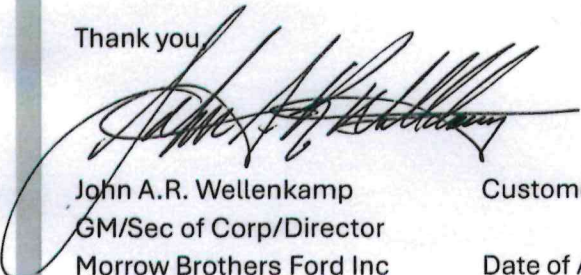
City of Decatur
2600 N Jasper St
Decatur, IL 62526
1-217-875-5718

RBergschneider@decaturil.gov

NEW Ford F550 Crew Cab 4x4 Chassis Cab- Accepts 11' Body
-Oxford White Exterior w/Gray Vinyl Interior, Vinyl Floor Covering
-6.7L V-8 Diesel Engine w/10 Speed HD Automatic Transmission, 19,500 GVWR
-Power windows/locks/mirrors, AM/FM, SYNC Bluetooth Communication, A/C
-Remote Keyless Entry w/2 Keys/Fobs, (6) Up-Fitter Switches, Roof Clearance Lights
-Tilt/Telescoping Steering, Cruise, Daytime Running Lights, All Other Standard Equipment
-Limited Slip Rear Axle, Skid Plates, Chrome Bumper, Fog Lights, Remote Start, Platform Running Boards
-Snow Plow Prep, Dual Batteries, HD Alternator, 120V/400W Outlet, Front Wheel Well Liner, Back Up Alarm
-Rearview camera, CM 11' Canopy Body- 72" Interior Height, Spray Liner Inside Cargo Area,
-Whelen 54" Liberty II Amber Bar, Whelen Traffic Stick, Whelen 4 Corner Warning, Whelen Side Warning
-NEW IL License Title, Delivery to Decatur

\$106,859.00

Thank you,


John A.R. Wellenkamp
GM/Sec of Corp/Director
Morrow Brothers Ford Inc

Customer Acceptance: _____

Date of Acceptance: _____

*This unit and equipment will need to be ordered. ETA is currently projected to be 18 weeks.

EXHIBIT A



CPG MODEL STEEL CANOPY BODY

FEATURES

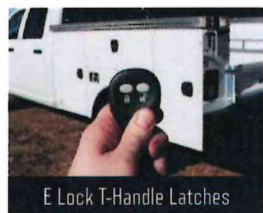
LENGTHS	98", 110", 134"
REAR CONDUIT DOORS	Optional on DRW Models
REAR BARN DOORS	Aluminum for Weight Reduction
CANOPY INTERIOR	48", 60", or 72" (DRW Cab Chassis)
FRAME	Formed 6" Channels on Cab Chassis
BUMPER	Step Bumper with Vice Receiver (Mounted to OEM Frame)
FUEL FILL	Angled Cast

REAR LIGHTING	LED Square Lighting
MARKER LIGHTING	Bullet DOT Approved LED
TOOLBOX	(6/8) Standard Integrated with (6/8) Standard Shelves
TOOLBOX HANDLES	Chrome T-Handle Compression
FENDERS	Polished Aluminum Trim
SHELVING	2 Per Side on 60" Interior Height Models; 3 Per Side on 72" Interior Height Models

NOTABLE OPTIONS



C-Tech Drawers



E-Lock T-Handle Latches

CPG13494H

Dakota Bodies LLC, Steel Canopy Body
134 Inches Long x 40 Inches High x .94 Inches Wide
Chassis Cab to Axle (CA) of 84 Inches

Body Dimensions:

- 134 Inches - Body Length
- 94 Inches - Body Width
- 84 Inches - Chassis C/A
- 40 Inches - Compartment Height
- 22.25 Inches - Compartment Depth
- 49.5 Inches - Load Space Width
- 24 Inches - Top of Body to Top of Floor Dimension
- 18 Inches - Horizontal Compartment Height
- None Inches - Wheel Box Height

Body Materials:

- 16 ga Galvalume - Main Body Material
- 14 ga Galvalume - Compartment Tops Material
- 14 ga Galvalume - Wheel Panels Material
- Dual fill cutouts
- 14 ga Galvalume - Front Bulkhead Material
- 18 ga Galvanized - Shelving Material
- Adjustable on Single Unistrut - Shelving Mounting Style

Door Materials:

- Standard, Double Panel - Door Type
- 18 ga Galvalume - Inner Door Material
- 18 ga Galvalume - Outer Door Material
- Stainless Steel Rod & Socket - Door Hinge Style
- 5/16" Stainless Steel - Door Rod Material
- Gas Cylinder - Vertical Door Holder Option
- Chain - Horizontal Door Holder Option
- Single Point Compression (#31405) door latches - Latch Type

Floor and Understructure:

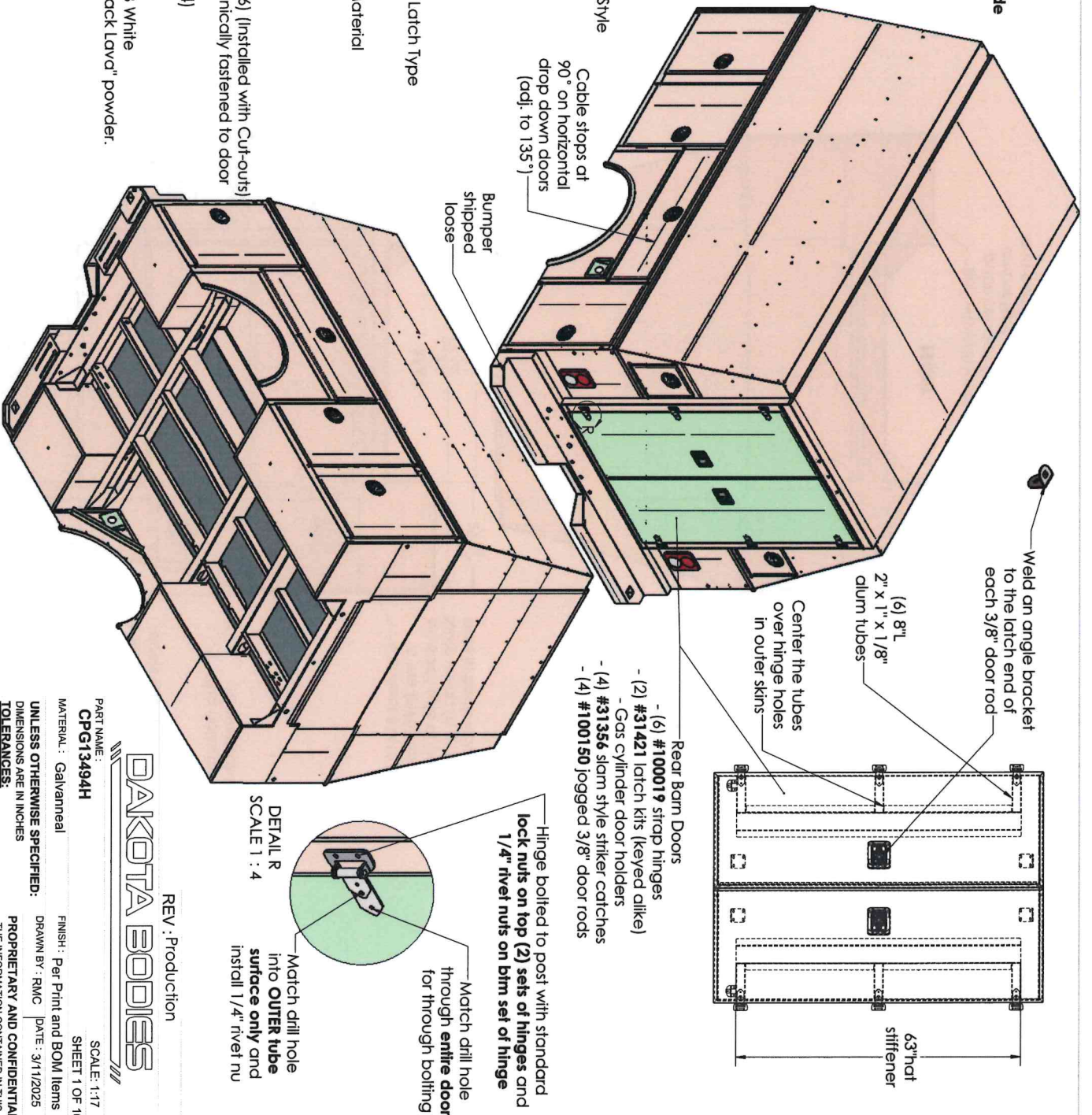
- 12 ga (.109) 4-Way Treadplate - Bed Area Floor Material
- Standard - Body Frame Style
- Formed - Body Frame Material
- 6 Inch - Body Frame Height

Accessories:

- Polished Cast Aluminum fenderettes (PN# 31346) (Installed with Cut-outs)
- Automotive bulb type weatherstripping mechanically fastened to door frame with rounded corners (Installed)
- Aluminum fuel cup for Gas or Diesel (PN# 31164)

Paint:

- Powdercoat Complete: Interior and Exterior, DB White
- Bumper and riser to be Powder Coated with "Black Lava" powder.
- Rubberized protective Undercoat



DAKOTA BODIES

REV : Production

PART NAME :

CPG13494H

MATERIAL : Galvalume

UNLESS OTHERWISE SPECIFIED:

TOLERANCES:

FRACTIONAL: $\pm 1/32"$
ANGLE: MACHINED $\pm .5"$, FORMED $\pm 1.0"$
TWO PLACE DECIMAL: $\pm .01"$
THREE PLACE DECIMAL: $\pm .005"$

PROPRIETARY AND CONFIDENTIAL

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DO NOT SCALE DRAWING

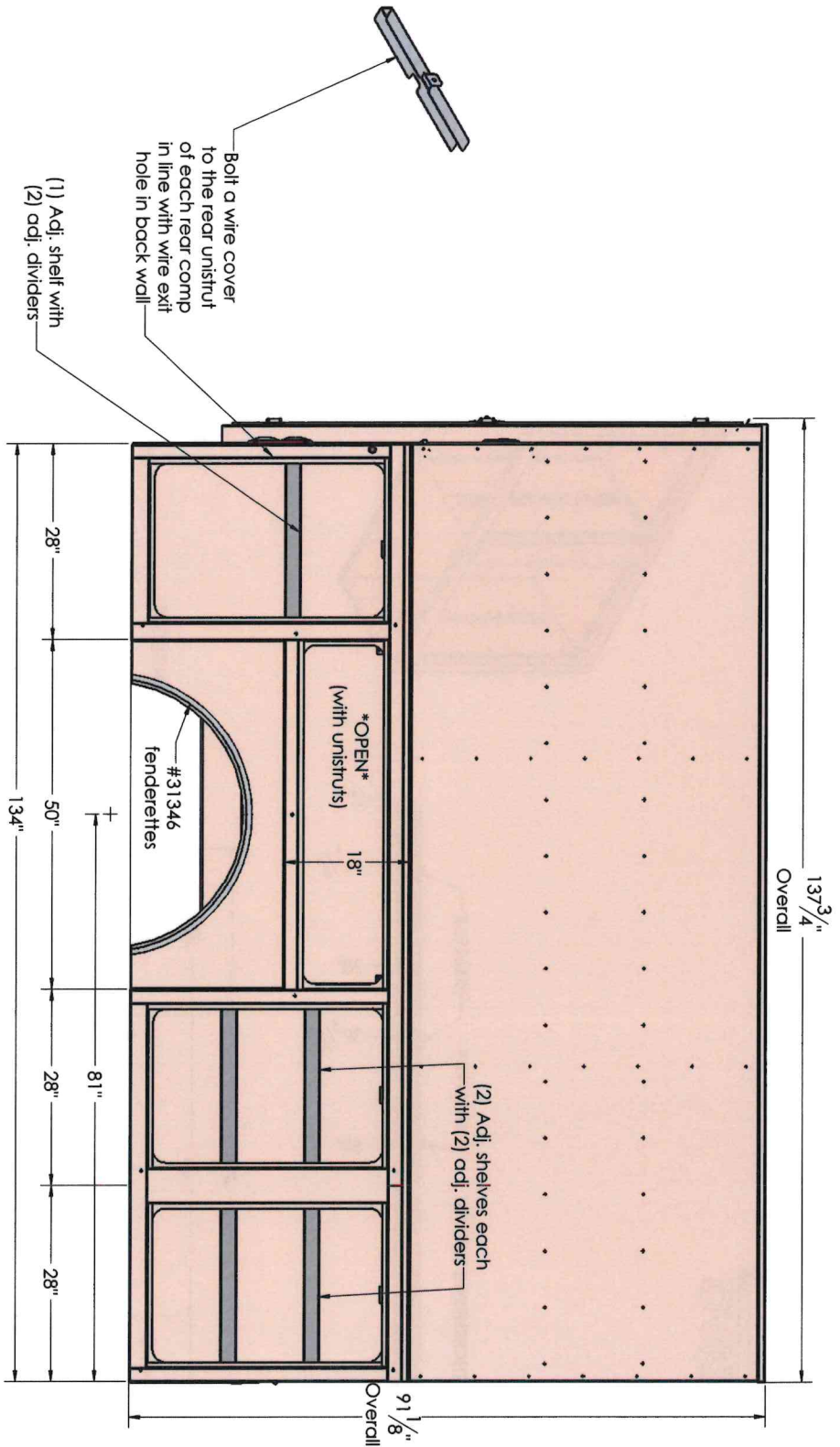
WEIGHT :

SIZE C

SCALE: 1:17
SHEET 1 OF 10

FINISH : Per Print and BOM Items
DRAWN BY : RMC
DATE : 3/11/2025

CURBSIDE



REV: Production

DAKOTA BODIES

PART NAME:

CPG13494H

MATERIAL: Galvanneal

UNLESS OTHERWISE SPECIFIED:

TOLERANCES:

FRACTIONAL: $\pm 1/32$ "

ANGLE: MACHINED $\pm 5^\circ$, FORMED $\pm 1.0^\circ$

TWO PLACE DECIMAL: $\pm .01$ "

THREE PLACE DECIMAL: $\pm .005$ "

PROPRIETARY AND CONFIDENTIAL

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WEIGHT:

SIZE C

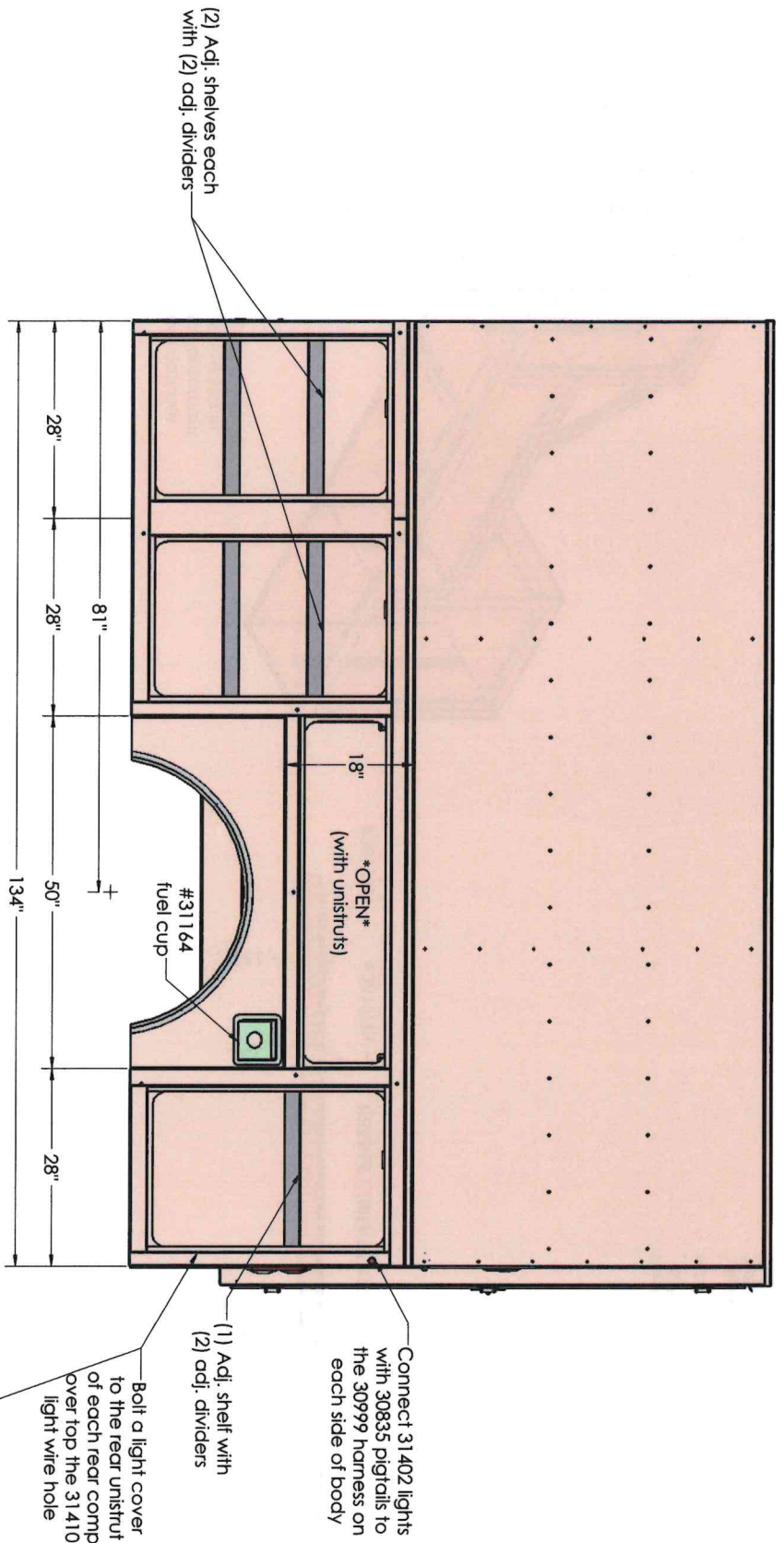
SCALE: 1:15

SHEET 3 OF 10

FINISH: Per Print and BOM Items

DRAWN BY: RMC DATE: 3/11/2025

STREETSIDE



REV : Production

DAKOTA BODIES

PART NAME :

CPG13494H

MATERIAL : Galvaneal

UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN INCHES

TOLERANCES:

FRACTIONAL: $\pm 1/32"$
ANGLE: MACHINED $\pm .5^\circ$, FORMED $\pm 1.0^\circ$
TWO PLACE DECIMAL: $\pm .01"$
THREE PLACE DECIMAL: $\pm .005"$

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DO NOT SCALE DRAWING



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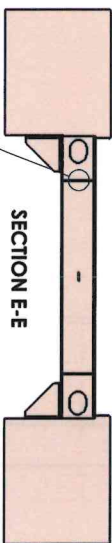
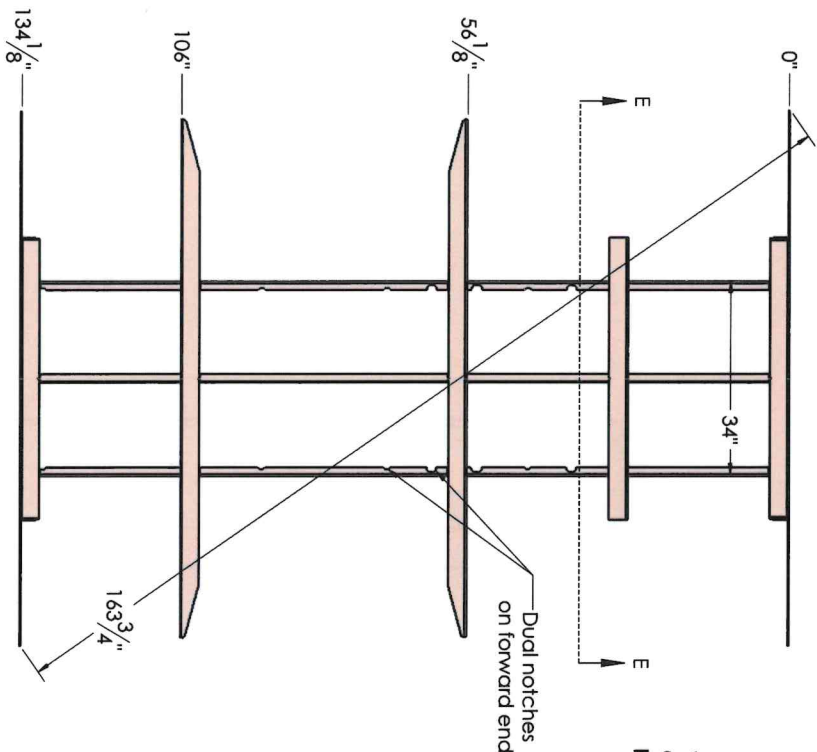
SIZE C

SCALE: 1:15
SHEET 5 OF 10

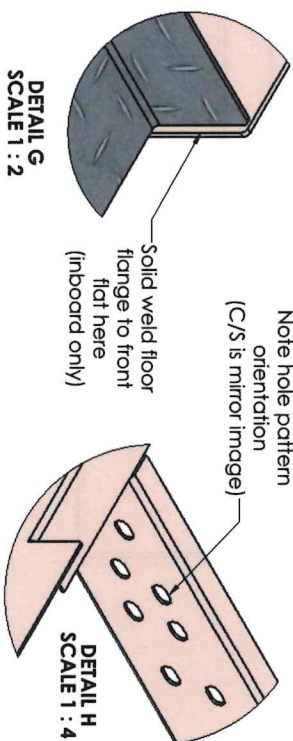
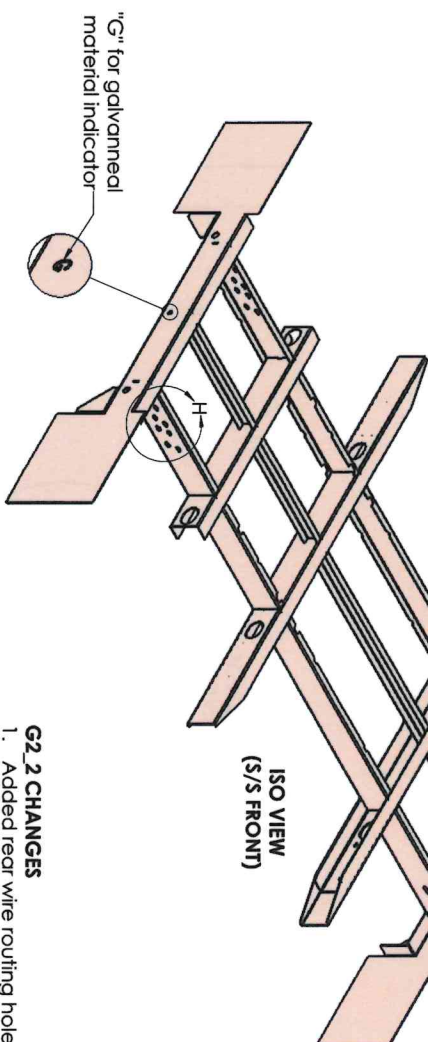
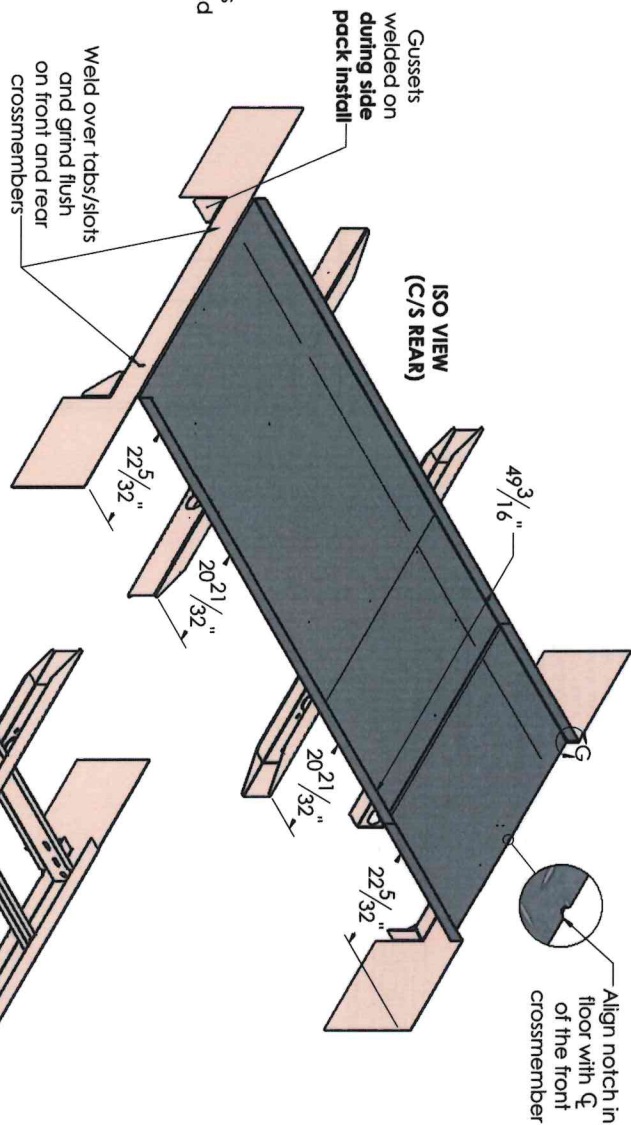
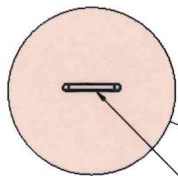
FINISH : Per Print and BOM Items
DRAWN BY : RMC
DATE : 3/11/2025

CPG13494MFRAME

- 12ga HR treadplate floor
- 10ga galvaneal understructure



Crossmembers have slots and long sills have tabs for assembly assistance



G2.2 CHANGES

1. Added rear wire routing holes.

REV : Production

DAKOTA BODIES

PART NAME: CPG13494H SCALE: 1:16 SHEET 7 OF 10

MATERIAL: Galvaneal

UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES

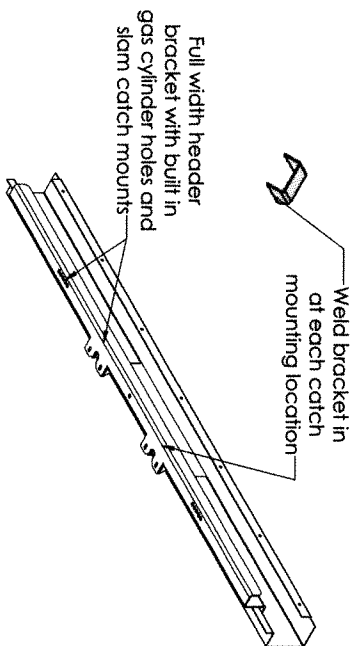
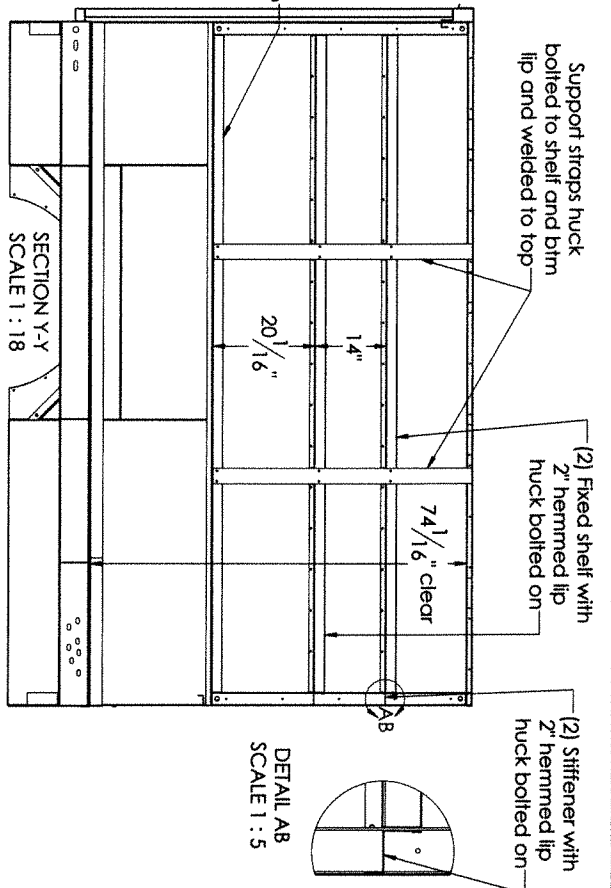
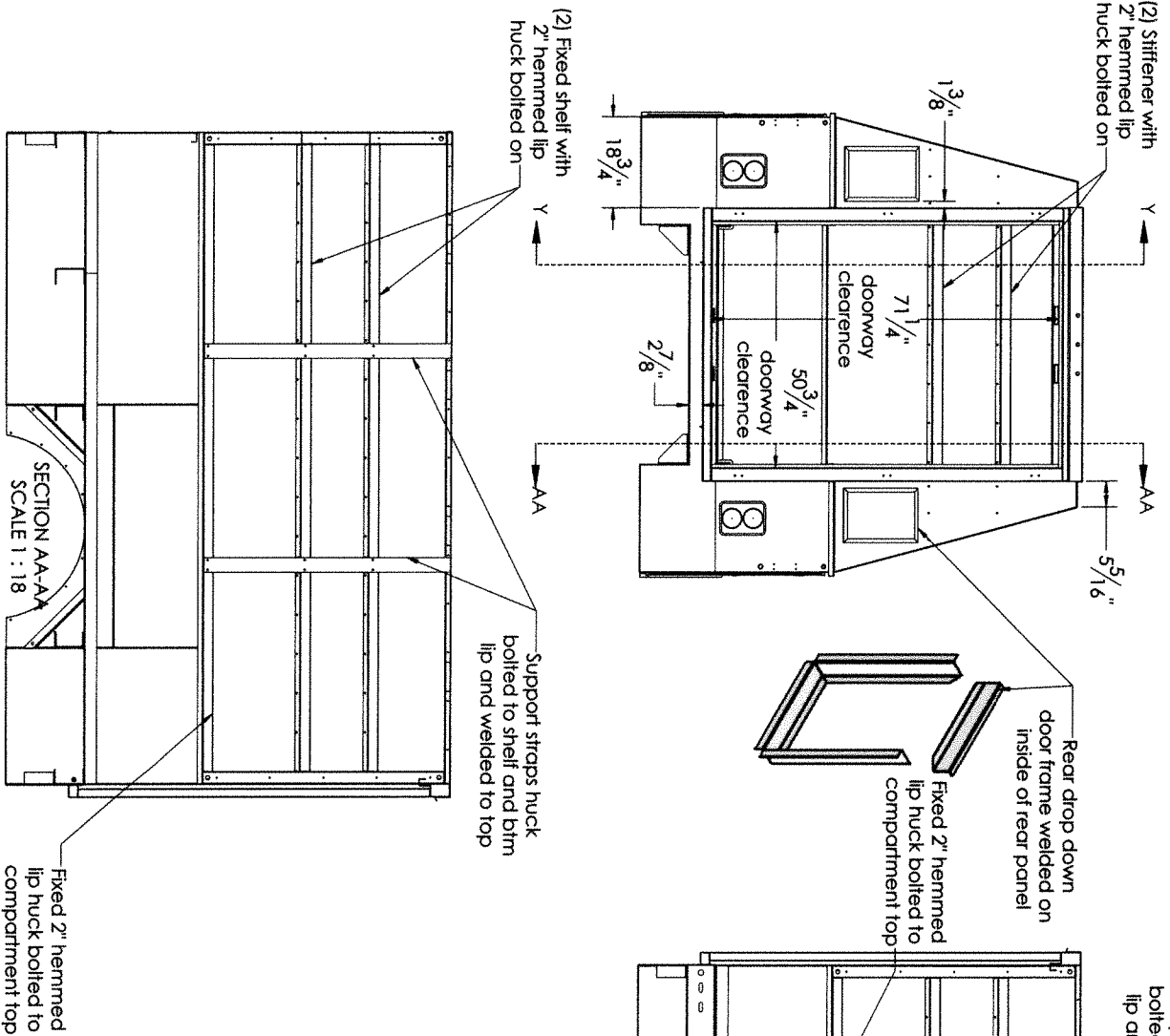
TOLERANCES:

FRACTIONAL: $\pm 1/32"$
ANGLE: MACHINED $\pm .5^\circ$, FORMED $\pm 1.0^\circ$
TWO PLACE DECIMAL: $\pm .01"$
THREE PLACE DECIMAL: $\pm .005"$

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DO NOT SCALE DRAWING WEIGHT: SIZE C

CANOPY INTERIOR



REV : Production

DAKOTA BODIES

PART NAME : CPG13494H

MATERIAL : Galvaneal

UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES

TOLERANCES: FRACTIONAL ± 1/32" ANGLE MACHINED ± 5° FORMED ± 1.0° TWO PLACE DECIMAL ± .01" THREE PLACE DECIMAL ± .005"

DO NOT SCALE DRAWING

SCALE: 1:24

SHEET 9 OF 10

FINISH: Per Print and BOM Items

DRAWN BY: RMC DATE: 3/11/2025

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WEIGHT: SIZE C

**Council Memo
Public Works Department
No. 2026-29**

DATE: 3/2/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Resolution Authorizing Lake Decatur Watershed Farmland Conservation Program Agreement for Waterway and Sediment Control Basin Improvements with Emily Baldwin

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached resolution authorizing a Lake Decatur Watershed Farmland Conservation Program Agreement between the City of Decatur and Emily Baldwin for the construction of a waterway and sediment control basin to control nutrients, sediment and erosion for a not to exceed cost to the City of \$58,318.32. This amount represents 90% of the total project cost of \$64,798.13 with a 15% contingency. The remainder of \$6,479.81 will be paid by the farmer tenant.

BACKGROUND:

The City's 2021 Watershed Management Plan is designed to significantly reduce Lake Decatur sedimentation and improve the lake's water quality through watershed conservation. City staff manages the watershed conservation efforts in-house with the assistance of Spheros Environmental, the City's Watershed Management Plan consultant.

The waterway is to be constructed on private land and is expected to result in these reductions over the 10-year life of the project:

Nitrogen	456 pounds
Phosphorus	22 pounds
Sediment	21 tons

This particular project is in the Long Creek watershed, which is a significant source of sediment to Lake Decatur. The details of the project are attached to Exhibit A of the Resolution. The main feature to be installed is a well-supported conservation practice called a watershed and sediment control basin (WASCOB).

LEGAL REVIEW: The form of agreement form was approved as a template by the Legal Department on September 21, 2022.

PRIOR COUNCIL ACTION:

September 25, 2023 – Study session in which the Mayor and City Council received a briefing on the watershed protection program.

January 11, 2024 – Council reaffirmed Priority Goal #6, Collaborate with others in ensuring integrated and

wholistic management of city-owned open spaces, transportation corridors, and especially Lake Decatur. Key Implementation Strategy #2 for this goal was also reaffirmed: Implement recommendations of a Lake Management Plan so that the quantity of sediment, silt and nitrates entering Lake Decatur is significantly reduced, and adopt other strategies designed to assure good water quality and watershed protection.

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

INPUT FROM OTHER SOURCES:

The project was designed by City staff.

STAFF REFERENCE: Matt Newell, Public Works Director, Robert Weil, Water Production Manager, Jennifer Gunter, Watershed and Lake Manager. Matt Newell will attend the City Council meeting to answer any questions of the Council on this item.

This memorandum was written by Jennifer Gunter, Water Resource and Lake Manager.

BUDGET/TIME IMPLICATIONS: Budget Impact: These projects are funded by the Water Lake Capital Budget - Watershed Management. In order to successfully entice landowners to construct these watershed conservation projects, landowners are reimbursed by the City for 90% of the total project cost. Landowners pay for 10% of the total.

The agreement financials are:

Owner Cost	\$6,479.81
Maximum City Cost (reimbursed to owner after construction)	\$58,318.32
Total Not to Exceed Project Cost	\$64,798.13

These water utility expenditures have significant return on investment. Each project contributes to the larger goal of protecting Lake Decatur from siltation and deferring future dredging expenses and impacts. Also, these city-funded projects serve to attract significant grant funding from the state and federal governments. Furthermore, the program continues to build credibility and momentum within the local agricultural community for adoption of conservation efforts.

Staff Impact: Staff has allocated time to manage this project.

ATTACHMENTS:

1. 2026-29 Resolution Emily Baldwin Watershed Protection Agreement
2. 2026-29 Location Map. Baldwin

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING LAKE DECATUR WATERSHED FARMLAND
CONSERVATION PROGRAM AGREEMENT FOR WATERWAY AND SEDIMENT
CONTROL BASIN IMPROVEMENTS WITH EMILY BALDWIN**

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

Section 1. That the Lake Decatur Watershed Farmland Conservation Program Agreement, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and Emily Baldwin, and the same is hereby received, placed on file and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Emily Baldwin, for a cost not to exceed \$58,318.32.

PRESENTED and ADOPTED this 2nd day of March 2026.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

LAKE DECATUR WATERSHED FARMLAND CONSERVATION PROGRAM

PROTECTION PROGRAM AGREEMENT

In consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, this Agreement ("Agreement") is entered into by and between Emily Baldwin ("Owner") and the City of Decatur, Illinois, an Illinois municipal corporation ("City"). The parties agree as follows:

1. Owner agrees to participate in City's Lake Decatur Watershed Protection ("Program") for soil erosion control, nutrient management and water quality improvements for property they own located in Macon, County, Illinois more particularly described as

The Northwest 1/4 of the Northwest 1/4, and the South 1/2 of the Northwest 1/4 and the South 1/2 of the Southwest 1/4 of the Northeast 1/4, all of said real estate being situated in Section Twenty—six (26), Township Sixteen (16) North, Range Three (3) East of the 3rd P.M., and; also, Lots One (1) and Two (2) of Merris & Fletcher's Subdivision in the Northwest 1/4 of the Southwest 1/4 and the North 35 acres of the East 1/2 of the Southwest 1/4, except that portion deeded for cemetery purposes, all situated in said Section 26, Township 16 North, Range 3 East of the 3rd P.M., as per Plat recorded in Book 335, on Page 157 of the Records in the Recorder's Office of Macon County, Illinois, subject to the reservation by Amos W. Fahrnkopf of a 1/2 interest in an existing lease of the premises for oil, gas and other minerals, situated in Macon County, Illinois, except a tract described as follows: Beginning at the Northwest corner of said Northwest 1/4 Section 26; thence Easterly 209.0 feet along the North line of said Northwest 1/4 Section 26; thence Southerly 624 feet along a line parallel with the West line of said Northwest 1/4 Section 26; thence

EXHIBIT A

Westerly 209 feet along a line parallel with the North line of said Northwest 1/4 Section 26 to a point on the West line of said Northwest 1/4 Section 26; thence Northerly 624 feet along the West line of said Northwest 1/4 Section 26 to the point of beginning. Also except, Beginning at the Southwest Corner of the Northwest 1/4, Section 26, Township 16 North, Range 3 East of the 3rd P.M., thence North 0°00'00", 305.0 feet along the West line of said Northwest 1/4, Section 26; thence South 89°44'00" East, 436.6 feet; thence South 0°00'00", 440.0 feet; thence North 89°44'44" West, 305.0 feet, thence North 0°00'00", 135.0 feet; thence North 89°44'00" West, 131.60 feet to the point of beginning, which is situated in the County of Macon, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

and hereinafter referred to as "Property."

2. Subject to the terms and conditions of this Agreement, Owner shall plan, install and complete all construction and projects on the Property as set forth in Exhibit 1, attached hereto and incorporated by reference, including but not limited to all land adjustments, conservation projects, cropping, and management projects hereinafter referred to collectively as "Project."

3. Owner shall plan, install, and maintain the erosion control capabilities for all Project, and implement all other necessary work for Project set forth in Exhibit 1 in accordance with the technical specifications and in compliance with the United States Department of Agriculture Natural Resources Conservation Service maintenance requirements for a minimum of ten (10) years and a minimum of twenty-five (25) years for any and all retention structures following the date of final completion of Project as determined by the City.

4. Owner shall plan, install and complete all construction for Project and hire and pay all contractors or other workers for necessary expenses required and related to provide the work, materials and other required matters for Project and be reimbursed for a portion of the Project costs by the City all as set forth in the schedules set forth in Exhibit 2 attached hereto and incorporated by reference.

EXHIBIT A

5. All drawings, specifications, reports, records, and other work product or writings developed in connection with Project are public documents and shall remain the property of City whether the Project is completed or not. Owner acknowledges and agrees that said documents are subject to disclosure under the Illinois Freedom of Information Act.

6. Owner shall not begin Project as set forth in Exhibit 1 until and unless City approves plans for Project in writing.

7. Owner shall provide documentation as required by City of all expenses and costs incurred in the installation or implementation of Project within thirty (30) days of the completion of Project. Failure to comply with this requirement for timely submission of documentation may result in partial or complete loss of rights for reimbursement for Project.

8. City shall reimburse Owner for a portion of the Project cost as set forth in Exhibit 2 within sixty (60) days following receipt of all necessary documentation demonstrating completion of Project, City inspection of compliance of Project and complete and final payment of all expenses of Project by Owner. Owner acknowledges that the reimbursement set forth in this Agreement for Project in no way implies the continued financial support for Project or maintenance of Project beyond the specified amount set forth in this Agreement.

9. Owner agrees to provide and allow City employees, officers, agents and employees access to Property upon five (5) days notification by City for the purpose of planning, constructing, implementing, installing, monitoring, inspecting, performing follow-up and spot-checking Project for the term of this Agreement.

10. In the event Owner fails to complete Project, or removes, alters or modifies Project without prior written agreement and approval of the City, City shall have no obligation to reimburse Owner or make any payments to Owner under the terms of this Agreement. If the City has provided any reimbursement or monies to Owner for Project and Owner fails to complete Project, or removes, alters or modifies Project without written agreement and approval of the City, Owner shall reimburse and pay to City a portion of monies received as set forth in Exhibit 4 under the terms of this Agreement within thirty (30) days following demand by the City for payment.

11. Owner 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, judgements, settlements, claims, actions, suits,

EXHIBIT A

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 funds provided in this Agreement or the Project undertaken by Owner, including but not limited to Owner's violation of any of the covenants or agreements under this Agreement, any act or failure to act done in connection with the performance or operation of Project, 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 the use of funds in Program or in the construction, operation or maintenance of Project.

12. This Agreement may be terminated in whole or in part by either party in writing in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. No termination shall be effective until and unless the other party is given not less than fifteen (15) calendar days prior written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination. If the City has provided any reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Agreement, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

13. In addition to termination as set forth above, this Agreement shall be terminated immediately without further notice or opportunity to consult and become void if funding becomes unavailable for any reason for Project prior to any actual construction of Project or if the bid which Owner receives for Project exceeds the total not to exceed project cost of Project as set forth in Exhibit 2 by fifteen percent (15%) or more.

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

OWNER:

Emily Baldwin
38 Boca Royale Blvd.
Englewood, FL 34223

CITY:

City of Decatur
City Clerk
One Gary K Anderson Plaza
Decatur, IL 62523

EXHIBIT A

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

16. Each signator to this Agreement warrants and represents that such signator is duly authorized to execute this Agreement on behalf of the party for who the Agreement is signed.

17. This Agreement may only be amended by a written instrument signed by each party hereto.

18. This is an enforceable Agreement placing specific obligations on the City and the Owner. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

19. Time shall be considered to be of the essence of this Agreement.

20. This Agreement contains the entire understanding of the parties hereto in respect of the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

21. The warranties and agreements contained herein shall extend to and be obligated upon the parties' respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto. Owner must notify all purchasers, assigns, agents, representatives, and transferees and all prospective purchasers, assigns, agents, representatives and transferees of the Property of the obligations and responsibilities set forth in this Agreement and must require each to assume the obligations and responsibilities set forth in this Agreement by way of a written agreement prior to legal or equitable title to any portion of the Property being transferred. Owner must furnish a copy of the executed Agreement to City prior to any legal or equitable transfer of title of Property. If the City has provided any reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Section of the Agreement, Owner shall reimburse and pay to City all monies received

EXHIBIT A

under the terms of this Agreement within thirty (30) days following demand by the City for payment.

22. A Memorandum in the form attached as Exhibit 3 shall be executed by the parties and will be recorded with the County Recorder of Deeds of the county location of Property at the City's expense evidencing the terms of this Agreement.

23. This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

24. If any provisions or subpart of this Agreement is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Agreement, and all other provisions and subparts shall remain in full force and effect.

25. Neither Owner, their contractors, subcontractors, or other persons or entities hired to perform any work on Project shall be deemed an agent, employee, officer or partner of the City for any matters contained in this Agreement.

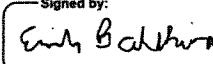
26. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Macon County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year appearing opposite their signatures below.

CITY OF DECATUR, ILLINOIS

EMILY BALDWIN

By: _____

By:  _____
Signed by: Emily Baldwin
9117BFC18E8D4A4...

Date: _____

Date: 2/19/2026 _____

EXHIBIT 1

LAKE DECATUR WATERSHED FARMLAND CONSERVATION PROGRAM

PROJECT DESCRIPTION AND SPECIFICATIONS

1. EXISTING CONDITIONS - THE EXISTING CONDITIONS SHOWN IN THE PLANS ARE BASED UPON EXISTING CONDITIONS OF THE PROJECT SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS SHOWN IN THE PLANS ARE BASED UPON A REASONABLE SURVEY, RECORD DRAWINGS AND RECORD DATA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS BY CONSTRUCTION. IT IS THE RESPONSIBILITY OF ALL BIDDERS TO ACQUAINT THEMSELVES WITH EXISTING CONDITIONS BY INSPECTION OF THE SITE, PRIOR TO THE SUBMISSION OF BIDS. TO AVOID THE SITE, INSPECTIONS CAN BE SCHEDULED BY CONTACTING THE OWNERS/ENGINEER.
2. FIELD INVESTIGATION AND SAFETY OF WORKER/PEOPLE - THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD INVESTIGATION AND SAFETY OF WORKER/PEOPLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD INVESTIGATION AND SAFETY OF WORKER/PEOPLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD INVESTIGATION AND SAFETY OF WORKER/PEOPLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD INVESTIGATION AND SAFETY OF WORKER/PEOPLE.
3. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR ALL SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THAT THE REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONS AND PROPERTY. THAT THE REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONS AND PROPERTY.
4. THE CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER AT LEAST FORTY-SEVEN (47) HOURS IN ADVANCE OF ANY CONSTRUCTION OPERATIONS, PERTAINING TO PUBLIC INFRASTRUCTURE. THE WHENEVER CONSTRUCTION STOPS FOR FORTY-SEVEN (47) HOURS OR LONGER, THE PROJECT MANAGER SHALL BE NOTIFIED FORTY-SEVEN (47) HOURS BEFORE UNDESIRABLE FIELD MATERIAL, ANY DRAINAGE ITEMS OR CONSTRUCTION DEBRIS SHALL BE IDEALLY REMOVED OFF SITE. CLEAN DEBRIS ONLY SHALL BE DISTRIBUTED ON SITE AS DIRECTED BY THE PROJECT MANAGER (OWNER/PRINCE).
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONS AND PROPERTY. THAT THE REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONS AND PROPERTY.
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BALDWIN WATERWAYS PROJECT NO. LD25-08

SECTION 26 RANGE 163E TOWNSHIP LONG CREEK



PROJECT LOCATION: <https://w3w.co/marker.remove.punk>

LIST OF DRAWINGS	
SHEET NO	SHEET TITLE
1	COVER
2	FIELD PLAN
3-4	WATERWAY PLANS
5	WASCOB PLAN
6-7	WATERWAY PROFILES
8-11	WATERWAY SECTIONS
12	WATERWAY & SEEDING DETAIL
13	WASCOB DETAIL
14	MRC'S SPECS & MAINTENANCE



BALDWIN WATERWAYS
PROJECT NO. LD25-08



CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
LAKE DECATUR WATERSHED
FARMLAND CONSERVATION PROGRAM
(217)424-2834 WATERSHED@DECATURIL.GOV

[illegible]



2

DATE: FEB 2026
 TIME: 1:30
 DRAWN BY: JDB
 CHECKED BY: STR
 DLMGR: ---
 14 SHEETS

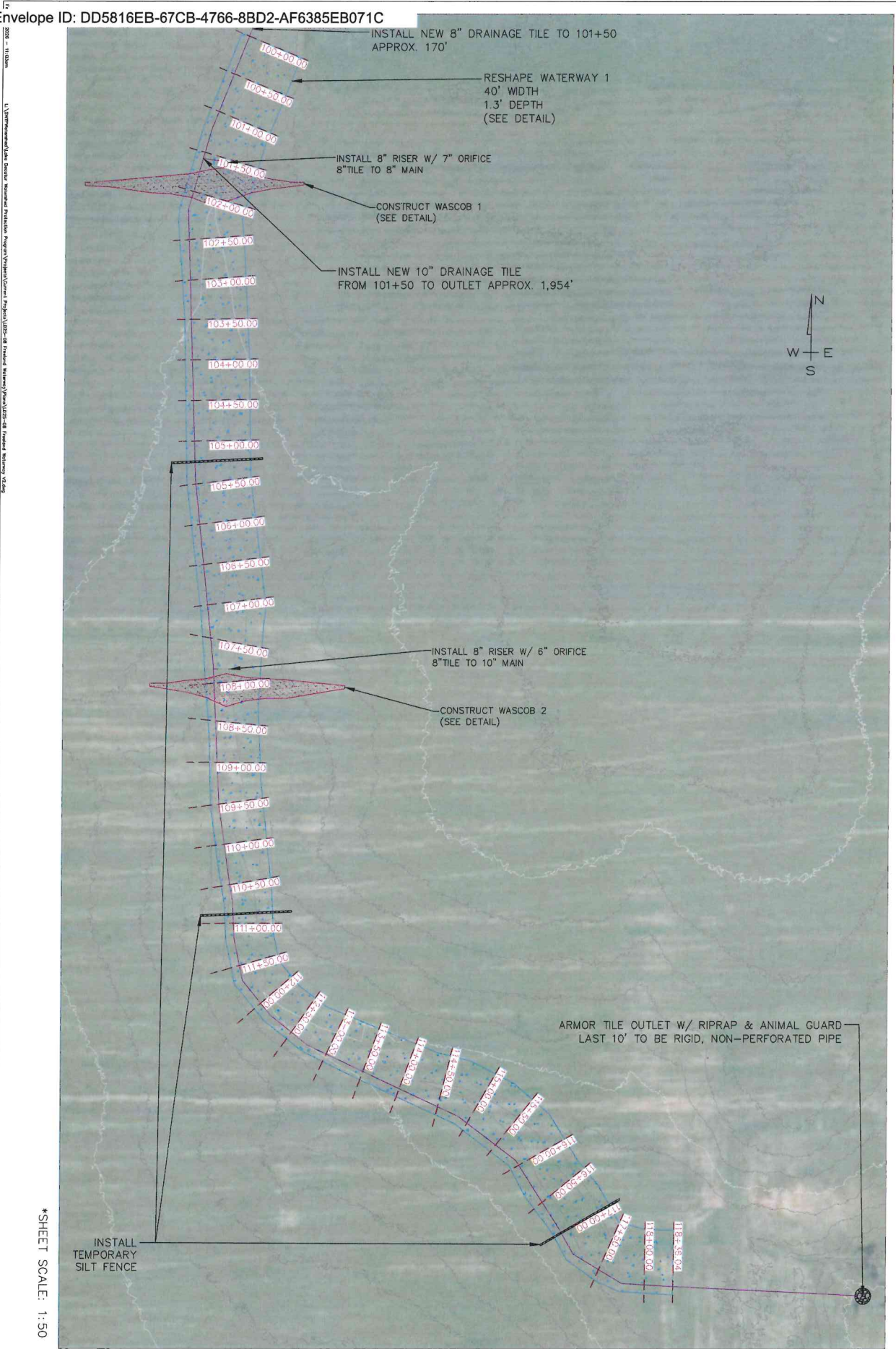
FIELD PLAN

BALDWIN WATERWAYS PROJECT NO. LD25-08



CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
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LAKE DECATUR WATERSHED
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[illegible]



*SHEET SCALE: 1:50

INSTALL
TEMPORARY
SILT FENCE

ARMOR TILE OUTLET W/ RIPRAP & ANIMAL GUARD
LAST 10' TO BE RIGID, NON-PERFORATED PIPE

EXHIBIT 1

3

DATE: FEB 2026
SCALE: 1:50
DRAWN BY: JDB
CHECKED BY: STR
PROJ. NO. LD25-08
14 SHEETS

WATERWAY 1 PLAN
BALDWIN WATERWAYS
PROJECT NO. LD25-08



CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
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NO.	DATE	REVISION	BY

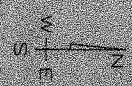


7

14 SHEETS

DATE:	FEB 2026
SCALE:	1:30
DRAWN BY:	JDB
CHECKED BY:	STR
PROJ.MGR:	

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Station	RF Area	Cut Area	Total Volume Table			
			Cut Volume	Cut Volume	Cumulative RF Vol	Cumulative Cut Vol
11:01:00:00	7.01	21.82	6.65	52.38	151.04	308.46
11:01:50:00	0.18	25.82	15.56	67.94	166.60	619.69
11:02:40:00	12.57	18.68	12.42	37.36	189.91	639.97
11:03:30:00	10.29	12.57	17.04	100.21	206.93	697.01
11:04:20:00	10.73	11.74	16.10	23.48	220.33	690.51
11:05:10:00	10.23	10.57	18.11	21.42	242.03	711.93
11:06:00:00	7.80	13.89	17.77	23.58	265.06	735.50
11:06:50:00	6.26	14.74	19.43	18.36	287.54	738.86
11:07:40:00	9.32	3.61	16.37	8.37	291.81	762.23
11:08:30:00	9.32	3.61	16.37	27.91	319.74	768.13
11:09:20:00	13.05	13.05	18.36	32.09	342.10	772.69
11:10:10:00	7.90	13.77	22.58	4.16	356.55	774.38
11:11:00:00	6.87	1.69	28.25	38.86	395.58	776.52
11:12:40:00	30.08	1.65	49.40	1.44	429.35	776.52
11:13:30:00	30.08	1.71	62.08	2.76	482.44	778.78
11:14:20:00	26.09	0.79	63.03	2.06	545.67	780.84
11:15:10:00	37.67	0.52	57.43	0.51	602.89	781.35
11:16:00:00	38.39	0.97	58.84	0.87	661.74	782.22
11:16:50:00	46.33	0.05	51.27	0.02	715.05	782.84

DATE: FEB 2022
SCALE: 1:3
DRAWN BY: JDB
CHECKED BY: ST
PROJ.MGR: --
14 SHEETS

[illegible]



Total Volume Table					
Station	Per Area	Col Area	Vol Volume	Cumulative Fil Vol	Cumulative Dof Vol
2170-00.00	13.54	11.04	27.52	267.96	392.53
2180-00.00	13.50	15.16	28.66	296.62	416.19
2190-00.00	10.87	22.40	33.26	329.15	449.13
2191-00.00	11.5	13.49	25.05	354.20	482.61
2192-00.00	4.852	1.51	6.37	360.57	498.51
2192-33.84	35.56	0.29	64.24	376.08	497.70

CITY OF DECATUR
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(217)424-2834 WATERSHED@DECATURIL.GOV

WATERWAY 2 PROFILE
BALDWIN WATERWAYS
PROJECT NO. LD25-08

DATE: FEB 2026
SCALE: 1:30
DRAWN BY: JDB
CHECKED BY: STR
PROLMGR: ---
14 SHEETS
7
EXHIBIT 1

17
2020 - 11.10.20m
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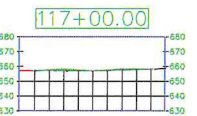
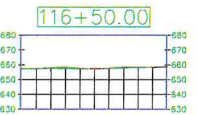
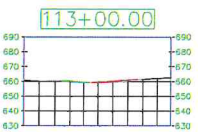
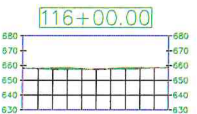
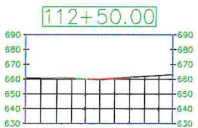
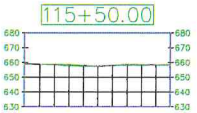
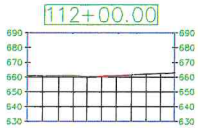
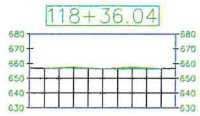
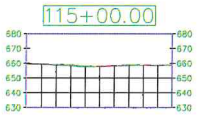
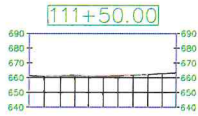
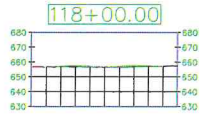
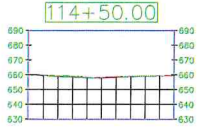
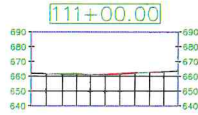
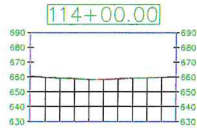
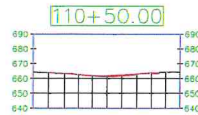


EXHIBIT 1

6

14 SHEETS

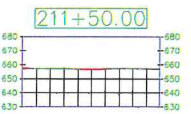
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DRAWN BY: JDB
CHECKED BY: STR
PROJECT: ---

WATERWAY 1 SECTIONS (2)
BALDWIN WATERWAYS
PROJECT NO. LD25-08



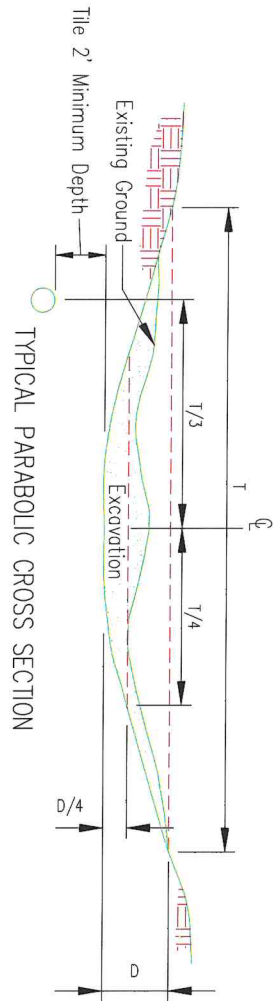
CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
LAKE DECATUR WATERSHED
FARMLAND CONSERVATION PROGRAM
(217)424-2834 WATERSHED@DECATUR.IL.GOV

NO.	DATE	REVISION	BY



DATE:	FEB 2026
SCALE:	1:30
DRAWN BY:	JDB
CHECKED BY:	STR
PROJ.MGR:	

[illegible]



TYPICAL PARABOLIC CROSS SECTION

Waterway Number	1	2							
From Station	100+00	200+00							
To Station	118+36	212+34							
Grade (%)	See Profile	See Profile							
Top Width T (Ft)	40.0	40.0							
Depth D (Ft)	1.3	1.3							
/4 Top Width (Ft)	10.0	10.0							
/4 Depth (Ft)	0.3	0.3							
Length (Ft)	1836.0	1234.0							
Tile Diameter (In)	See Plan	See Plan							
Avg. Seed. Width (Ft)	40.0	40.0							
Seeding Area (Sq Ft)	73440.0	49360.0							

Design: STR		United States Department of Agriculture	PARABOLIC WATERWAY PLAN	File No. IL-ENG-27P
Date: JAN 2026				
Drawn: M. Quinones				
Date: SEPT 2014				
Natural Resources Conservation Service				

SEEDING FOR 3.1 ACRES

Material	Kind	Lbs./Acre	Total Lbs PLS ¹
Seed	Kentucky Bluegrass	20	62
	Perennial Ryegrass	10	31
Companion Crop	Spring ² Oats	32	100
	Fall ³ Wheat	20	62
Nitrogen (N)	Actual	120	372
Phosphorus (P ₂ O ₅)	Actual	120	372
Potassium (K ₂ O)	Actual	120	372
Lime	As Needed		
Temporary seeding	Wheat	150	465
Mulch	Straw or Hay	2 T/Ac	6.2 Tons
Anchor			0

SEEDING PERIOD: Late winter to 5/15, 8/1 to 9/10*

* Late summer seeding date may be extended five (5) days if mulch is applied.

1. Bulk seed rate = pure live seed (PLS) rate divided by % PLS

2. Planted prior to August 15 3. Late Summer or fall

*Includes Settlement Allowance

EXHIBIT 1

2020 - 11/20/20

L:\Programs\Water Models\Waterway Protection\Program\Project\Conservation\Project\LD25-08\Grassed Waterway\Specs\Grassed Waterway 12.dwg

USDA United States Department of Agriculture		Natural Resources Conservation Service																			
Practice Specification Grassed Waterway (Code 412)																					
Scope The work shall consist of excavation and cutting, along with leveling and building all materials for the grassed waterway as shown on the drawings and specified herein. Utilities The landowner and/or contractor shall be responsible for locating all buried utilities in the project area, including drainage tile and other structural measures. General Construction operations shall be carried out in a manner and sequence that erosion and air and water pollution are minimized and held within legal limits. The completed job shall present a workmanlike appearance and shall conform to the line, grades, and elevations shown on the drawings or as indicated in the field. All operations shall be carried out in a safe and lawful manner. Safety and health regulations shall be followed at all times. The contractor shall be responsible for obtaining all necessary permits and licenses. Documentation of materials used (rock, delivery tickets, gradeable logs, steel logs, photographs of pipe bedding, etc.) shall be saved and provided to NRCS. All trees, stumps, brush and debris shall be removed from the site and disposed of so that they will not interfere with construction or proper functioning of the waterway. They shall not be deposited or buried in the waterway. Shading Topsoil Topsoil shall be applied to the waterway as determined to be a stable condition on subsoil, stockpile the best available soil for reapplying uniformly over the waterway area after grading. Construction Deposit the soil removed from the waterway where it will not interfere with the flow of water into the waterway. This material can normally be deposited in low areas. Compact fill to prevent undercut. Vegetate the waterway as soon as possible. Tolerances Construct the waterway to the specified width and depth. A periodic waterway may be initially constructed to a width and depth that is less than specified, but the waterway shall be widened and deepened to the specified dimensions within the time specified in the contract. The waterway shall be widened to the specified dimensions within the time specified in the contract. Grassed Waterway Tolerances <table border="1"> <thead> <tr> <th>Dimension</th> <th>Minimum (minus)</th> <th>Maximum (positive)</th> </tr> </thead> <tbody> <tr> <td>Bottom Grade (design -0.5%)</td> <td>-0.1% with no grade</td> <td>+0.2% with no grade</td> </tr> <tr> <td>Bottom Grade (design 0.5%-2.0%)</td> <td>-0.2% with no grade</td> <td>+0.3% with no grade</td> </tr> <tr> <td>Bottom Grade (design -2.0% to -4.0%)</td> <td>-0.5% with no grade</td> <td>+0.5% with no grade</td> </tr> <tr> <td>Side Slope (Three-sided Waterway (deviation from design slope 1:1))</td> <td>-0.2 ft</td> <td>+0.2 ft</td> </tr> <tr> <td>Channel Input Length</td> <td>-0.2 ft</td> <td>+0.2 ft</td> </tr> </tbody> </table> NRCS, IL SPECIFICATION - Page 1 of 3 August 2021				Dimension	Minimum (minus)	Maximum (positive)	Bottom Grade (design -0.5%)	-0.1% with no grade	+0.2% with no grade	Bottom Grade (design 0.5%-2.0%)	-0.2% with no grade	+0.3% with no grade	Bottom Grade (design -2.0% to -4.0%)	-0.5% with no grade	+0.5% with no grade	Side Slope (Three-sided Waterway (deviation from design slope 1:1))	-0.2 ft	+0.2 ft	Channel Input Length	-0.2 ft	+0.2 ft
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Side Slope (Three-sided Waterway (deviation from design slope 1:1))	-0.2 ft	+0.2 ft																			
Channel Input Length	-0.2 ft	+0.2 ft																			
Dimension <table border="1"> <thead> <tr> <th>Top Width</th> <th>Minimum (minus)</th> <th>Maximum (positive)</th> </tr> </thead> <tbody> <tr> <td>Center Point of Parabolic Waterway</td> <td>0.0</td> <td>+1.0%</td> </tr> <tr> <td>Total Channel Depth</td> <td>-0.2 ft</td> <td>+0.2 ft</td> </tr> </tbody> </table> 1. Deviation planned line and grade is measured in feet and represents the distance between the constructed surface and the ideal surface. It shall be as close as possible. 2. Minimum tolerance on bottom grade refers to how much better is allowed by the slope. This maximum tolerance is zero if the design velocity is at the upper limit allowed by the standard. 3. Maximum tolerance is zero if the design velocity is at the upper limit allowed by the standard. Vegetative Establishment As directed in the construction plans, use mulch including, nurse crop, erosion control blanket, rock, straw, or other material to stabilize the waterway. The waterway shall be stabilized prior to seeding. Use a temporary vegetative cover during construction or after the final construction. The waterway shall be stabilized prior to seeding. The waterway shall be stabilized prior to seeding. The waterway shall be stabilized prior to seeding. Permanent Seeding: Conventional Method Spread seed and fertilizer uniformly and work it into the soil to a depth of 2-4 inches with a disk or suitable implement. The seed shall be applied at a rate of 15 to 20 pounds per acre. The fertilizer shall be applied at a rate of 15 to 20 pounds per acre. The seed shall be applied at a rate of 15 to 20 pounds per acre. The fertilizer shall be applied at a rate of 15 to 20 pounds per acre. Hydroseeding Seed, fertilizer, lime and mulch may be applied together. Hydrated lime may not be used in the slurry. The slurry shall be applied at a rate of 15 to 20 gallons per 100 square feet. The mulch shall be applied at a rate of 15 to 20 pounds per 100 square feet. The seed shall be applied at a rate of 15 to 20 pounds per 100 square feet. The fertilizer shall be applied at a rate of 15 to 20 pounds per 100 square feet. Match and Anchoring If match is required, it shall be applied uniformly and shall be anchored. Hay or straw may be anchored by a straight disk (operated across the direction of flow in the waterway), or a 1"x2" mesh held-down by a straight disk (operated across the direction of flow in the waterway), or a 1"x2" mesh held-down by a straight disk (operated across the direction of flow in the waterway). NRCS, IL SPECIFICATION - Page 2 of 3 August 2021				Top Width	Minimum (minus)	Maximum (positive)	Center Point of Parabolic Waterway	0.0	+1.0%	Total Channel Depth	-0.2 ft	+0.2 ft									
Top Width	Minimum (minus)	Maximum (positive)																			
Center Point of Parabolic Waterway	0.0	+1.0%																			
Total Channel Depth	-0.2 ft	+0.2 ft																			
USDA United States Department of Agriculture Natural Resources Conservation Service Operation & Maintenance Plan Grassed Waterway (Code 412) Landowner/Operator: _____ NRCS Service Center: _____ Practice Location: _____ (Setback or UTM Coord. or Section) _____ Conservation District: _____ Tract/Field ID: _____ Date: _____ Expected Lifespan The minimum expected lifespan of this practice is at least 10 years. Follow the operation and maintenance plan below to keep your grassed waterway functioning as intended: - Establish a maintenance program to maintain waterway capacity, vegetative cover, and outlet stability. Vegetation damaged by machinery, herbicides, or erosion must be replaced promptly. - Prevent the waterway from concentrated flow by using diversion of runoff or mechanical means of vegetation establishment as necessary. - After vegetation is established, remove any temporary measures, such as diversion or all fences, that were installed so as to not interfere with design flow. - Inspect grassed waterway regularly, especially following heavy rain, fill, compact, and reseed vegetation establishment as necessary. - Remove sediment deposits to maintain capacity of grassed waterway. - Minimize damage to vegetation by excluding livestock whenever possible, especially during wet periods. Permit grazing in the waterway only when a controlled grazing system is being used. - Avoid use of herbicides that would be harmful to the vegetation in and adjacent to the waterway area. - Avoid using waterways as turn-crow during tillage and cultivation operations. Maintain continuity with by tillage or disengaging tillage equipment properly. Avoid farming operations along the waterway. - Mow or periodically graze vegetation to maintain capacity and reduce sediment deposition. The peak mowing season and reduced winter cover. - Apply natural materials as needed to maintain the desired species composition and stand density of the waterway. - Control noxious weeds. - Do not use the waterway as a feed route. Avoid crossing with heavy equipment when wet. - Repair all broken sub-surface drain lines adjacent to or in the waterway. NRCS, IL O&M - Page 1 of 2 August 2021																					

EXHIBIT 1

14

DATE: FEB 2026
SCALE: 1:30
DRAWN BY: JGB
CHECKED BY: STR
FOUR-DIGIT: 14 SHEETS

NRCS SPECS & MAINTENANCE
BALDWIN WATERWAYS
PROJECT NO. LD25-08



CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
LAKE DECATUR WATERWAYS
FARMLAND CONSERVATION PROGRAM
(217)424-2834 WATERSHED@DECATUR.IL.GOV

NO.	DATE	REVISION	BY

EXHIBIT 2

LAKE DECATUR WATERSHED FARMLAND CONSERVATION PROGRAM**PROJECT EXPENSES AND REIMBURSEMENT SCHEDULE**

Owner Name: Emily Baldwin Project Number: LD25-08
 Owner Address: 38 Boca Royale Blvd.
Englewood, FL 34223

Name and Address of Contractor	Bid Price
Freeland Excavating 4510 Britton Lane Mt Zion, IL 62549 (217) 972-4063	\$ 56,346.20

Owner will not allow any work to begin prior to both parties' approval of this Agreement.

Owner will not be reimbursed for more than the City Reimbursement to Owner excluding any approved change order. Owner understands that a change order, if deemed necessary, must be approved in writing by the City prior to the start of any change order. A contingency has been added for minor change orders.

\$ 56,346.20	+	\$ 8,451.93	=	\$ 64,798.13
Bid Price		15% Contingency		Total Not to Exceed

Owner Reimbursement:	\$ 64,798.13	x 90% =	\$ 58,318.32
	Total Project Cost		Maximum City Reimbursement

Reimbursement for this project will be made payable to the following:

Andy Freeland, Freeland Farms
 4510 Britton Lane
 Mt Zion, IL 62549

Signed by:
 BY: Emily Baldwin
 9117DFC1BE8D4A...

DATE: 2/19/2026

**MEMORANDUM OF LAKE DECATUR WATERSHED FARMLAND
CONSERVATION PROGRAM AGREEMENT**

THIS MEMORANDUM WITNESSETH that Emily Baldwin, OWNER, and THE CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation, CITY, have entered into a Lake Decatur Watershed Farmland Conservation Program Agreement for the protection of Lake Decatur watershed, soil erosion control, nutrient management and water quality improvement affecting the following described premises situated in Macon County, Illinois, to-wit:

Legal Description:

The Northwest 1/4 of the Northwest 1/4, and the South 1/2 of the Northwest 1/4 and the South 1/2 of the Southwest 1/4 of the Northeast 1/4, all of said real estate being situated in Section Twenty—six (26), Township Sixteen (16) North, Range Three (3) East of the 3rd P.M., and; also, Lots One (1) and Two (2) of Merris & Fletcher's Subdivision in the Northwest 1/4 of the Southwest 1/4 and the North 35 acres of the East 1/2 of the Southwest 1/4, except that portion deeded for cemetery purposes, all situated in said Section 26, Township 16 North, Range 3 East of the 3rd P.M., as per Plat recorded in Book 335, on Page 157 of the Records in the Recorder's Office of Macon County, Illinois, subject to the reservation by Amos W. Fahrnkopf of a 1/2 interest in an existing lease of the premises for oil, gas and other minerals, situated in Macon County, Illinois, except a tract described as follows: Beginning at the Northwest corner of said Northwest 1/4 Section 26; thence Easterly 209.0 feet along the North line of said Northwest 1/4 Section 26; thence Southerly 624 feet along a line parallel with the West line of said Northwest 1/4 Section 26; thence Westerly 209 feet along a line parallel with the North line of said Northwest 1/4 Section 26 to a point on the West line of said Northwest 1/4 Section 26; thence Northerly 624 feet along the West line of said Northwest 1/4 Section 26 to the point of beginning. Also except, Beginning at the Southwest Corner of the Northwest 1/4, Section 26, Township 16 North, Range 3 East of the 3rd P.M., thence North 0°00'00", 305.0 feet along the West line of said Northwest 1/4, Section 26; thence South 89°44'00" East, 436.6 feet; thence South 0°00'00", 440.0 feet; thence North 89°44'44" West, 305.0 feet, thence North 0°00'00", 135.0 feet; thence Norht 89°44'00" West, 131.60 feet to the point of beginning,

EXHIBIT 3

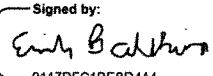
which is situated in the County of Macon, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State..

Situated in Macon County, Illinois. ("Property")

Said Agreement is for a term beginning on date of completion of Projects which is _____ day of _____, 20____ and terminating twenty-five years from said date for all retention structures and ten years from said date for all other land adjustments, conservation projects and cropping or management projects and has been signed by the Parties. This Agreement and covenants and responsibilities contained in the Agreement shall extend to and be obligated upon the parties' respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto.

Dated this _____ day of _____, 20 ____.

OWNER: Emily Baldwin

BY:  _____
9117DF619E8B4A4...
Authorized Signator

CITY OF DECATUR, ILLINOIS

BY: _____
City Manager

PREPARED BY AND RETURN TO:

Justin Brueggemann
1155 S. Martin Luther King Jr. Drive
Decatur, IL 62521

LAKE DECATUR WATERSHED FARMLAND CONSERVATION PROGRAM

**DEPRECIATION SCHEDULE OF OWNER REIMBURSEMENT TO THE CITY FOR
UNAUTHORIZED REMOVAL OR FAILURE TO MAINTAIN**

Owner Name: Emily Baldwin

Application Number: LD25-08

\$ 64,798.13
Total Project Cost

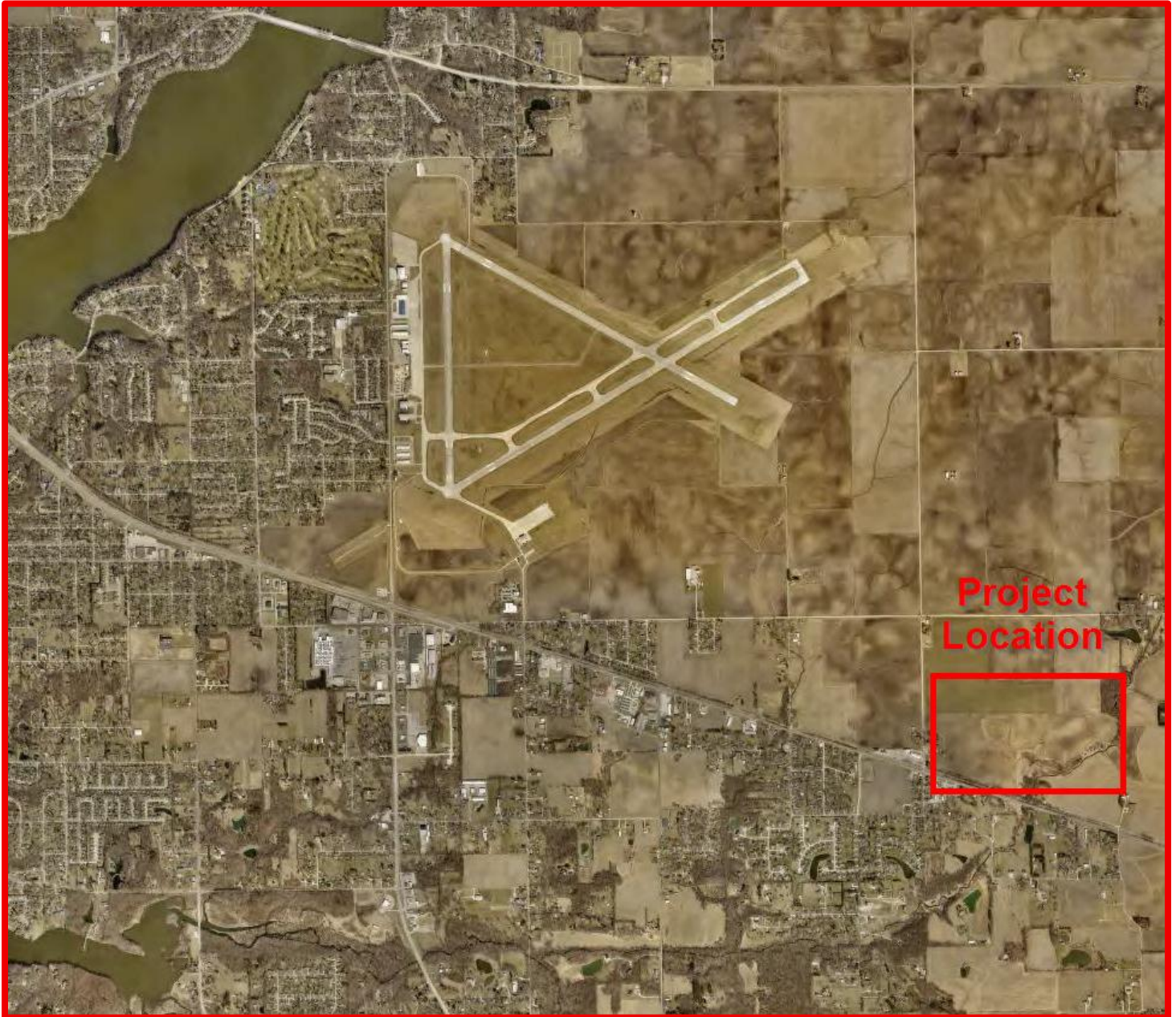
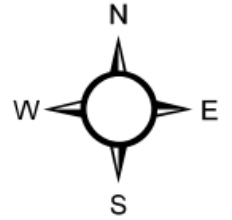
\$ 58,318.32

Maximum City Reimbursement to Owner

Year	Amount of Reimbursement Due
2026	\$58,318.32
2027	\$52,486.49
2028	\$46,654.66
2029	\$40,822.82
2030	\$34,990.99
2031	\$29,159.16
2032	\$23,327.33
2033	\$17,495.50
2034	\$11,663.66
2035	\$5,831.83
2036	\$0.00



Emily Baldwin Waterways & WASCObS Lake Decatur Watershed Project LD25-08



City of Decatur, Illinois
Water Production Division

Council Memo
Public Works Department
No. 2026-28

DATE: 3/2/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy and Tilly, Inc., to Provide Final Design Engineering Services for the Lost Bridge North Basin and Florian Basin Inflow and Infiltration Reduction Project, City Project 2017-02

SUMMARY RECOMMENDATION: It is recommended that the City Council approve, and that the Mayor be authorized to execute a Resolution authorizing a professional engineering services agreement with Crawford, Murphy and Tilly, Inc (CMT) to provide final design engineering services for the Lost Bridge North and Florian Basin Inflow and Infiltration Reduction Project for a total fee not to exceed \$1,229,952.

BACKGROUND:

US EPA Administrative Consent Order Status

In accordance with the Administrative Consent Order the City entered into with the US EPA in 2015, the City prepared a Sanitary Sewer Collection System Alternatives Analysis (SCSAA) which was approved by the US EPA on April 12, 2025. This report identified four top priority areas of the City experiencing high inflow and infiltration during storm events. It should be noted that these are not the only areas in the City with high rain induced sewer problems, but these were determined to be the four highest priority areas.

1. North Lost Bridge Area
2. Florian Avenue Area
3. Grand and Oakland Area (Basin 5&6 in the SCSAA)
4. Ellen / Division Area

The Lost Bridge North and Florian areas are identified in the SCSAA due to their history of wet weather Sanitary Sewer Overflows (SSOs). The predominant cause of the SSOs was identified to be from leaky sewer mains, service laterals and manholes that allow storm water to enter and flood the system.

The SCSAA submitted to USEPA on November 30, 2017 and was approved April 24, 2025. The table below provides the project status of each priority area.

	Project Name	Preliminary Design	Final Design	Construction
1	North Lost Bridge Area	Completed in 2017	Est. Start in 2026	Est Fall 2027
2	Florian Ave Area	Completed in 2017	Est. Start in 2026	Est Fall 2027
3	Oakland and Grand Area	Completed in 2022	Complete in 2025	Est. Fall 2026 Completion

4	Ellen and Division Area	Completed in 2018	Completed in 2022	Complete
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Lost Bridge North Basin

The Lost Bridge North Basin limits are shown in the attached location map. The basin includes approximately 8.5 miles (44,880 feet) of sewer and 171 manholes serving 620 parcels.

Florian Basin

The Florian Basin limits are as shown in the attached location map. The basin includes approximately 4 miles (21,120 feet) of sewer and 90 manholes serving 470 parcels.

Illinois Environmental Protection Agency (IEPA) State Revolving Loan Program

The City has applied for a low interest loan through the IEPA to fund the work in the basins. The IEPA Wastewater and Drinking Water loan programs provide low-interest loans through the State Revolving Fund (SRF). The SRF includes two loan programs: the Water Pollution Control Loan Program (WPCLP) which funds both wastewater and storm water projects, and the Public Water Supply Loan Program (PWSLP) for drinking water projects. The current year loan interest rate is 2.16%.

Professional Services Agreement:

The next phase of the Lost Bridge North and Florian Basin project is to complete the design for system rehabilitation to remove rain-induced inflow and infiltration. The system rehabilitation will consist of repairs and lining of the public sewers, manholes and private service laterals. Many older sanitary sewer collection systems suffer from inflow and infiltration. The experience gained across the industry shows that the successful removal of the inflow and infiltration depends on rehabilitating the private sewer laterals along with the public sewer main. The private laterals can make up nearly half of the sewer system being hit with rain-induced inflow and infiltration.

The goal of the project is to remove enough wet weather flow so that no additional work is needed in the basin. If the lining does not achieve a sufficient reduction, the next step is to construct wet weather storage facilities for the system to overflow into. Storage systems are expensive and maintenance intensive. A two-step approach will allow the City to accurately size the overflow tank and sewer mains if it becomes necessary. The most recent project completed in the Ellen/Division area demonstrated success in removing wet weather inflow from the system. This same successful pattern will be followed in this project.

CMT was originally approved by Council in 2017 to complete a preliminary review of the Lost Bridge North and Florian basins to identify and recommend solutions to the sewer overflows affecting each area. In 2024, Council approved CMT to prepare a project plan for the two basins and begin the IEPA low interest loan paperwork. It is proposed that they be approved to proceed with the design phase of the project.

The professional services provided by CMT will provide bid specifications and plans to rehabilitate the basins. In the Ellen/Division project, the unknown condition of the private service laterals presented a difficulty to both the contractor and the City. To remedy this issue, the upcoming project will pre-televiser the private service laterals to determine their condition. This will improve both design and construction. Moving this work to the engineering contract will add to the cost of design but will remove this task from the bid, thereby reducing the construction portion of the project by a similar amount.

The cost for the design is not to exceed \$1,229,952. The construction cost is currently estimated at \$16 million for the rehabilitation of both areas.

SCHEDULE: Final design services will begin upon approval by the Council and are scheduled for completion in mid-2027. The goal is to make the IEPA's Intended Funding Use List that will be published in May 2027,

for the IEPA's July 1, 2027, budget year. The US EPA requires that all work be completed by December 31, 2029, unless an extension is granted.

LEGAL REVIEW: The Professional Services Agreement was reviewed and approved on February 20, 2026.

PRIOR COUNCIL ACTION:

See Appendix A

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

CMT, Illinois Environmental Protection Agency, United States Environmental Protection Agency

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The professional services agreement with CMT is for \$1,229,952. Funding for this project is budgeted for in the Sanitary Sewer Fund. The project anticipates using IEPA revolving loan funding, the design cost can be reimbursed by the loan.

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

ATTACHMENTS:

1. 2026-28 Resolution Approving Professional Services Agreement CMT 2027-02 w exhibit 1
2. 2026-28 Appendix A
3. 2026-28 Location Maps

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC., TO PROVIDE
FINAL DESIGN ENGINEERING SERVICES FOR THE LOST BRIDGE NORTH BASIN
AND FLORIAN BASIN INFLOW AND INFILTRATION REDUCTION PROJECT.
CITY PROJECT 2017-02**

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

Section 1. That the Professional Services Agreement to provide final design engineering services for the Lost Bridge North Basin and Florin Basin Inflow and Infiltration Reduction Project, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Crawford, Murphy, and 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, and Tilly, Inc., for a fee not to exceed \$1,229,952.

PRESENTED and ADOPTED this 2nd day of March 2026.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

Exhibit 1

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR
THE LOST BRIDGE NORTH AND FLORIAN BASIN
INFLOW AND INFILTRATION REDUCTION PROJECT
CITY PROJECT 2017-02

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 an 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. 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.

B. 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 1.05 .

- 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: Brady M. Hamilton
BRADY M. HAMILTON
Sr. Vice President

SCOPE OF WORK

EXHIBIT A-1
CITY OF DECATUR – PUBLIC WORKS DEPARTMENT
SANITARY SEWER SYSTEM REHABILITATION FOR
LOST BRIDGE NORTH (TA_3N) & FLORIAN (TA_6) BASINS

SCOPE OF DESIGN PHASE SERVICES

GENERAL

Crawford, Murphy & Tilly, Inc. (CMT) prepared the Sanitary Sewer Alternatives Analysis (SSAA) in 2017 for the Lost Bridge North (LBN) and Florian sewer basins that experienced basement backups and overflows due to extraneous water entering the sewer system from sewer main, manhole and sewer lateral defects, as well as illegal connections. The SSAA evaluated alternatives to eliminate SSOs and basement backups, prepared opinions of cost for each alternative and performed a cost-effective analysis to determine the preferred alternative. Each basin was evaluated and compared independently.

The City of Decatur (COD) submitted the SSAA to USEPA-Region 5 in late 2017 and received approval of the plan on April 24, 2025. Contained in the approval letter was an implementation schedule for both basins that shows design starting in fiscal year (FY) 2027, construction starting in FY 2028 and completing construction by December 31, 2029 (FY 2029). Also noted in the approval letter is the desire of the COD to utilize the IEPA-Infrastructure Financial Assistance Section (IFAS) State Revolving Fund (SRF) to fund design and construction costs.

A Project Plan (PP) was developed for the LBN and Florian Basins and submitted to IFAS on March 10, 2025 with the intent of the COD being listed on the IFAS Intended Funding List (IFL) that is expected to be published on or before June 30, 2027. A revised PP was submitted to IFAS on December 22, 2025. IFAS is expected to approve the PP in early 2026.

The cost-effective alternatives described and identified in the PP from the SSAA are:

1. Alternative 2A for LBN, which includes sewer main and manhole rehabilitation, along with lower sewer lateral rehabilitation. This alternative provides a 5-year level of protection from rainfall derived inflow and infiltration (RDII).
2. Alternative 2A for Florian, which includes sewer main and manhole rehabilitation, along with lower sewer lateral rehabilitation. This alternative provides a 5-year level of protection from RDII.

Obtaining SRF funds for this project is not guaranteed. To be successful with obtaining a loan from IFAS requires strategic planning to coordinate the design and construction schedules with the SRF loan application process so that construction work is completed by December 31, 2029. To meet the schedule requirements, the intent is to prepare one set of bidding documents that covers rehabilitation of sewer mains, manholes and sewer laterals. Generally, this goal is proposed to be accomplished in accordance with the following schedule.

EXHIBIT A-1
CITY OF DECATUR – PUBLIC WORKS DEPARTMENT
SANITARY SEWER SYSTEM REHABILITATION FOR
LOST BRIDGE NORTH (TA_3N) & FLORIAN (TA_6) BASINS

SCOPE OF DESIGN PHASE SERVICES

- March 2026: approval of this engineering agreement and a notice to proceed issued to CMT.
- March 2026: submit an updated Funding Nomination Form (FNF) to IFAS.
- October 2026: submit an updated PP with environmental signoffs to IFAS, if needed based on design and permitting conditions.
- March 2027: submit an updated FNF and loan application to IFAS.

It is believed that maintaining the aforementioned schedule of submittals to IFAS will likely result in the COD being listed on the IFL published on or around June 30, 2027, but there are no guarantees. If this COD project is listed on the IFL, work is anticipated to be advertised for bids in October of 2027. Having bids in hand and a recommendation to award a contract prior to the end of 2027 potentially means construction could start in the spring of 2028 and conclude by the end of 2029.

With the preferred alternative for each basin determined, the planning level information will be transformed into actionable items in the form of construction plans, technical specifications, bidding and contracting documents and opinions of cost so this work can be publicly advertised and bid. Deliverables for Lost Bridge North and Florian sewer system rehabilitation include the following:

1. Construction plans, specifications and bidding documents suitable for public bidding of the sewer system rehabilitation and in accordance with COD and IFAS rules and requirements.
2. Engineer's Opinions of Probable Construction Cost.
3. Legal descriptions and plats for inclusion in easement documents, where needed.

Following are details from the SSAA report and engineering tasks to prepare the deliverables. This scope of services includes field work to prepare design plans, rehabilitation design, permitting, reviews and bidding. Contracting and construction phase services are not included. This scope of services assumes the COD has easements for sewer mains and manholes that are not in the public right-of-way.

LOST BRIDGE NORTH (LBN) – TA_3N

For LBN, the preferred alternative is 2A (5-year level of protection), which generally includes all the work described below. Success of Alternative 2A is predicated on the removal of all known connected sump pumps.

EXHIBIT A-1
CITY OF DECATUR – PUBLIC WORKS DEPARTMENT
SANITARY SEWER SYSTEM REHABILITATION FOR
LOST BRIDGE NORTH (TA_3N) & FLORIAN (TA_6) BASINS

SCOPE OF DESIGN PHASE SERVICES

Sewer Main Work Includes:

- Cutting and treating roots
- Sewer cleaning
- Correcting offset joints
- Point repairs and sewer removal and replacement
- Cured-in-place-pipe (CIPP) lining

Sewer Lateral Work Includes:

- Repairing tap break-ins
- Repairing defective or broken taps
- Removing bends and repairing laterals to facilitate lateral lining
- Rehabilitate 90% of laterals

Manhole Work Includes:

- Removing and replacing frames and lids
- Removing and resetting frames and chimney risers
- Rehabilitate and replace failing manholes
- Raise select manhole frames and lids
- Installing exterior drop connections

FLORIAN – TA_6

For Florian, the preferred alternative is 2A (5-year level of protection), which includes all the work described below. Success of Alternative 2A is predicated on the removal of all known connected sump pumps.

Sewer Main Work Includes:

- Cutting and treating roots
- Sewer cleaning
- Correcting offset joints
- Point repairs and sewer removal and replacement
- Cured-in-place-pipe (CIPP) lining

Sewer Lateral Work Includes:

EXHIBIT A-1
CITY OF DECATUR – PUBLIC WORKS DEPARTMENT
SANITARY SEWER SYSTEM REHABILITATION FOR
LOST BRIDGE NORTH (TA_3N) & FLORIAN (TA_6) BASINS

SCOPE OF DESIGN PHASE SERVICES

- Repairing tap break-ins
- Repairing defective or broken taps
- Removing bends and repairing laterals to facilitate lateral lining
- Rehabilitate 100% of laterals

Manhole Work Includes:

- Removing and replacing frames and lids
- Removing and resetting frames and chimney risers
- Rehabilitate and replace failing manholes
- Raise select manhole frames and lids
- Install manhole liner

PROFESSIONAL ENGINEERING DESIGN PHASE SERVICES

The following tasks will be performed to prepare the aforementioned deliverables for both basins. COD agrees to provide recent (within one year) sewer main inspection data to the engineer.

Task 1: Sewer Main and Manhole Repair and Replacement

1. Review details of prior inspection reports, sewer alignments and manhole locations with City staff to determine desired approach and preferred products.
2. Perform detailed topographic field surveys of the sewer segments planned to be replaced.
3. Generate topographic mapping of the sewer alignments.
4. Prepare sewer replacement plan and profiles.
5. Prepare legal descriptions for temporary construction easements associated with the proposed sewer replacements (5 estimated).
6. Finalize the sewer plan and profile(s) upon obtaining feedback from City staff.
7. Finalize design plans and details to support the bidding documents.
8. Prepare technical specifications.
9. Calculate plan quantities and prepare opinions of probable construction cost to compare to the project budgets.

Task 2: Cured-in-Place-Pipe and Cured-in-Place-Manhole Liner

1. Review specific sewer main, manhole and sewer lateral rehabilitation options and vendors with City staff to determine desired repair and rehabilitation approaches.
2. Perform preliminary design necessary for CIPP and CIPM .

EXHIBIT A-1
CITY OF DECATUR – PUBLIC WORKS DEPARTMENT
SANITARY SEWER SYSTEM REHABILITATION FOR
LOST BRIDGE NORTH (TA_3N) & FLORIAN (TA_6) BASINS

SCOPE OF DESIGN PHASE SERVICES

3. Prepare repair and rehabilitation plan sheets to support the bidding documents. Profile sheets not included.
4. Prepare technical specifications.
5. Calculate plan quantities and prepare opinions of probable construction cost to compare to the project budgets.

Task 3: Sewer Lower Lateral Rehabilitation (from the sewer main)

1. Procure and coordinate full length sewer lateral inspection services from preferred CCTV contractor(s) to inspect approximately 1,010 sewer laterals in Lost Bridge North and Florian basins. COD agrees to clean the sewer mains prior to lateral inspections. Includes CMT oversight in the field for 2 days/week for 6 months.
2. Review prior CCTV inspection and manhole inspection reports and identify protruding laterals and buried manholes that would hinder lateral inspections. Develop a list of protruding laterals and buried manholes and forward to COD for mitigation.
3. Review specific sewer lower lateral repair and rehabilitation options and vendors with City staff to determine desired approaches.
4. Review sewer lateral inspection video and reports (as received monthly) to determine the laterals requiring repair and/or rehabilitation.
5. Sewer lateral inspections will be performed to reveal the condition of the sewer laterals, which prior to these inspections has been unknown. An assessment of the condition for all sewer laterals inspected will be performed to determine an appropriate length of rehabilitation needed for each lateral. The cost of rehabilitating the laterals will be considered in this assessment. The length of lateral rehabilitation required for LBN and Florian basins may be different.
6. Prepare repair and rehabilitation plan sheets to support the bidding documents.
7. Prepare technical specifications. Specifications will direct the winning bid Contractor their responsibility includes obtaining right-of-entry prior to rehabilitating the sewer lateral.
8. Calculate plan quantities and prepare an opinion of probable construction cost to compare to the project budget.
9. Coordinate and manage weekly progress meetings with CCTV contractor performing sewer lateral inspections.

Task 4 – Prepare Bidding and Contracting Documents

1. Prepare bidding documents that conform to COD and SRF requirements.
2. Prepare contracting documents that conform to COD and SRF requirements.

EXHIBIT A-1
CITY OF DECATUR – PUBLIC WORKS DEPARTMENT
SANITARY SEWER SYSTEM REHABILITATION FOR
LOST BRIDGE NORTH (TA_3N) & FLORIAN (TA_6) BASINS

SCOPE OF DESIGN PHASE SERVICES

Task 5 – Perform Internal Quality Assurance Reviews of all Deliverables

1. Perform quality assurance review on the bidding documents
2. Perform quality assurance review on the contracting documents
3. Perform quality assurance review on the technical specification documents
4. Perform quality assurance review on the plan sheets
5. Submit plans, project manual and checklist to IFAS for compliance review

Task 6 – SRF Loan Application

1. Prepare updated FNFs for 2026 and 2027.
2. Prepare an SRF Loan Application that generally includes the following:
 - a. Certification Regarding Debarment, suspension and Other Responsibility Matters.
 - b. Intent Regarding National Flood Insurance.
 - c. Certification Regarding Project Site, Rights-of-Way, Easements and Permits.
 - d. Resolution Authorizing a Representative to Sign Loan Documents.
 - e. Loan Applicant Acknowledgement of the Use of American Iron and Steel Products Requirement / BABA.
 - f. Taxpayer Identification Number Form.
 - g. Unique Entity ID number (replaced DUNS number).
3. Complete the Financial Information Checklist that generally includes the following:
 - a. Certified ordinance authorizing debt
 - b. Legal opinion concerning enforceability of obligations and absence of conflicts
 - c. Detailed analysis of dedicated source of revenue, including a 5-year projected budget
 - d. Copies of Sewer Use ordinance
 - e. Copy of latest fiscal year financial and compliance audit
 - f. City will provide the adequate documentation to meet the requirements of Demonstration of a Dedicated Source of Revenue required for the loan.
 - g. Consulting Engineer will assist City with the development of a draft model

EXHIBIT A-1
CITY OF DECATUR – PUBLIC WORKS DEPARTMENT
SANITARY SEWER SYSTEM REHABILITATION FOR
LOST BRIDGE NORTH (TA_3N) & FLORIAN (TA_6) BASINS

SCOPE OF DESIGN PHASE SERVICES

ordinance, which authorizes the debt from the loan to be incurred.

Ordinance

to be finalized by City attorney or staff.

- h. City will provide staff (attorney) to offer a legal opinion verifying the legality,
enforceability and acceptability of the ordinance including coverage requirements (if any).
- 4. Complete Certification of Engineering or Professional Services Contract.
- 5. Complete the Executive Compensation Data form.
- 6. Complete the Public Notification / Signage certificate.
- 7. Tax certification form for loan eligibility.
- 8. Prepare useful life calculation worksheet.
- 9. Water Pollution Control Loan Program federal reporting requirements form.

Task 7 – Bidding

- 1. Finalize all bidding documents.
- 2. Advertise the project for bids – one round of bidding.
- 3. Address bidder inquiries during the bid period.
- 4. Schedule, coordinate and conduct one pre-bid meeting with potential bidders.
- 5. Prepare pre-bid meeting minutes and distribute to attendees.
- 6. Issue addendums as necessary.
- 7. Evaluate bids for compliance with COD and IFAS requirements and prepare a recommendation and Notice of Intent to Award.
- 8. Submit award documents to IFAS:
 - a. Bidding review certification checklist and attachments ~ 25 items.
 - b. Other IEPA certifications, as required.

Task 8 – Project Management

- 1. Provide project guidance and coordination via the Project Manager from start of design through the notice of intent to award of the construction contract.
- 2. Prepare an internal Quality Assurance Plan (QAP)
- 3. Prepare, update and maintain a detailed project schedule
- 4. Provide direction and coordination to team members
- 5. Provide monthly progress updates to COD
- 6. Monitor project costs
- 7. Perform quality assurance reviews

Task 9 – Unforeseen Work

EXHIBIT A-1
CITY OF DECATUR – PUBLIC WORKS DEPARTMENT
SANITARY SEWER SYSTEM REHABILITATION FOR
LOST BRIDGE NORTH (TA_3N) & FLORIAN (TA_6) BASINS

SCOPE OF DESIGN PHASE SERVICES

1. 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.

TASKS CLASSIFICATIONS															MAN HOURS & LABOR SUMMARY																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
															Senior Principal 2					Senior Principal		Principal Senior Manager		Senior Specialty Engineer 2		Sr Planner 2 - Sr Spec Prof		Sr Spec or Sr Struct Eng 2		Project Manager 2		Senior Environmental Scientist 2		Proj Manager Sr Arch 2		Senior Envir Scientist		Senior Civil Engr		Project Manager		Specialist Technician 2		Senior Admin		Senior Technician		Proj Struct Engr		Proj Civil Engr		Proj Environ Scientist		Civil Engineer - Struct		Proj Specialty Prof		Project Planner - Project Tech		Admin Specialist		Architect		Environmental Scientist		Technician																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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EXHIBIT A-3
STATE REVOLVING FUND LOAN RELATED CONTRACT PROVISIONS

1. *Small and Minority Firms and Women's Business Enterprises:* The **ENGINEER** agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Water Pollution Control Loan Program loan rules. As required by the award conditions of USEPA's Operating Agreement with the IEPA, the **ENGINEER** acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
2. *Records and Audits:* The **ENGINEER** shall maintain books, records, documents and other evidence directly pertinent to performance of Water Pollution Control Loan Program loan work (project services) under this Agreement consistent with generally accepted accounting standards/principles in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Illinois Environmental Protection Agency (IEPA) or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The **ENGINEER** will provide facilities for such access and inspection. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards in the United States of America.
3. *Disclosure of Information:* The **ENGINEER** agrees to the disclosure of all information and reports resulting from access to records pursuant to Item 2 above, to the IEPA. Where the audit concerns the **ENGINEER**, the auditing agency will afford the **ENGINEER** an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
4. *Maintaining Records:* Records under Item 2 above shall be maintained and made available during performance on IEPA loan work (project services) under this Agreement and until three years from date of final loan closure for the Project. In addition, those records which relate to any "dispute" pursuant to the Loan Rules Section 662.650 (Disputes) or litigation, or the settlement of claims arising of such performance, costs or items to which an audit exception has been taken shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
5. *Covenant Against Contingent Fees:* The **ENGINEER** warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without Liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
6. *Disbarment Under Federal Executive Order 12549:* The **ENGINEER** certifies that the services of anyone debarred or suspended under Federal Executive Order 12549 has not or will not be used for design. EPA Form 5700-49 is completed and attached.
7. *Nondiscrimination Clause:* The **ENGINEER** shall not discriminate on the basis of race, color, national origin or sex in the performance of this **AGREEMENT**. The **ENGINEER** shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the **ENGINEER** to carry out these requirements is a material breach of this contract which may result in the termination of this **AGREEMENT** or other legally available remedies.
8. *Construction Contract Completion Date:* This **AGREEMENT** will end ninety (90) days from the construction completion date.



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

TASK #	TASK DESCRIPTION	START	FINISH	1/26/2026	2/1/2026	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	1/1/2028	2/1/2028	3/1/2028	4/1/2028	5/1/2028	6/1/2028	7/1/2028
	Notice to Proceed	3/9/2026	3/13/2026																															
1	Sewer Main and Manhole Repair and Replacement																																	
1.1	Review prior reports, inspection and plans to determine desired approach	4/1/2026	4/30/2026																															
1.2	Perform detailed topographic surveys for sewer replacements	4/1/2026	4/30/2026																															
1.3	Generate topographic mapping of sewer alignments	5/1/2026	5/31/2026																															
1.4	Prepare sewer replacement plan and profiles	5/1/2026	5/31/2026																															
1.5	Prepare legal descriptions for temporary construction easements (up to 5)	6/1/2026	6/30/2026																															
1.6	Finalize sewer plan and profile sheets	6/1/2026	6/30/2026																															
1.7	Finalize design plans and details to support bidding documents	6/1/2026	6/30/2026																															
1.8	Prepare technical specifications	6/1/2026	6/30/2026																															
1.9	Calculate plan quantities and prepare opinions of probable construction costs	7/1/2026	7/31/2026																															
2	Cured-In-Place-Pipe and Cured-In-Place-Manhole Liner																																	
2.1	Review sewer main, manhole and sewer lateral rehabilitation options with vendors	7/1/2026	7/31/2026																															
2.2	Perform preliminary design necessary for CIPP and CIPM	8/1/2026	8/31/2026																															
2.3	Prepare repair & rehabilitation plan sheets to support bidding documents	9/1/2026	9/30/2026																															
2.4	Prepare technical specifications	9/1/2026	9/30/2026																															
2.5	Calculate plan quantities and prepare opinions of probable construction costs	10/1/2026	10/31/2026																															
3	Sewer Lower Lateral Rehabilitation																																	
3.1	Procure and coordinate full length sewer lateral inspection services from CCTV contractor to inspection ~1,010 laterals in both basins	3/1/2026	10/31/2026																															
3.2	Review prior CCTV & manhole inspection reports to identify inspection hindrances	3/1/2026	3/31/2026																															
3.3	Review sewer lateral repair and rehabilitation options and vendors with COD	5/1/2026	5/31/2026																															
3.4	Review sewer lateral inspection video and reports monthly to determine laterals requiring repair and/or rehabilitation	4/1/2026	9/30/2026																															
3.5	Assess condition of sewer laterals to determine an appropriate length of sewer lateral to be rehabilitated	7/1/2026	9/30/2026																															
3.6	Prepare repair and rehabilitation plan sheets to support bidding documents	10/1/2026	11/30/2026																															
3.7	Prepare technical specifications	12/1/2026	12/31/2026																															
3.8	Calculate plan quantities and prepare opinions of probable construction costs	1/1/2027	1/31/2027																															
3.9	Coordinate and manage weekly progress meetings with CCTV contractor performing sewer lateral inspections (~ 6 months)	4/1/2026	10/31/2026																															
4	Prepare Bidding and Contracting Documents																																	
4.1	Prepare bidding documents that conform to COD & IFAS	11/1/2026	12/31/2026																															
4.2	Prepare contracting documents that conform to COD & IFAS	11/1/2026	12/31/2026																															
5	Perform Internal Quality Assurance Reviews of All Deliverables																																	
5.1	Perform quality assurance review on the bidding documents	01/01/27	01/31/27																															
5.2	Perform quality assurance review on the contracting documents	01/01/27	01/31/27																															
5.3	Perform quality assurance review of technical specifications	01/01/27	01/31/27																															
5.4	Perform quality assurance review of plan sheets	01/01/27	01/31/27																															
5.5	submit plans, project manual & checklist to IFAS for compliance review	01/01/27	01/31/27																															

TASK #	TASK DESCRIPTION	START	FINISH	1/26/2026	2/1/2026	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	1/1/2028	2/1/2028	3/1/2028	4/1/2028	5/1/2028	6/1/2028	7/1/2028	
6	SRF Loan Application																																		
6.1	Prepare updated FNF for 2026	03/01/26	03/31/26																																
6.1	Prepare updated FNF for 2027	03/01/27	03/31/27																																
6.2	Prepare SRF Loan Application: items a - g	04/01/27	07/31/27																																
6.3	Complete the financial information checklist: items a - h	04/01/27	07/31/27																																
6.4	Complete certification of engineering /professional services contract	04/01/27	07/31/27																																
6.5	Complete the executive compensation data form	04/01/27	07/31/27																																
6.6	Complete the public notification / signage certificate	04/01/27	07/31/27																																
6.7	Assist with tax certification form for loan eligibility	04/01/27	07/31/27																																
6.8	Prepare useful life calculation worksheet	04/01/27	07/31/27																																
6.9	Prepare WPCLP federal reporting requirements form	04/01/27	07/31/27																																
7	Bidding																																		
7.1	Finalize bidding documents	08/01/27	08/31/27																																
7.2	Advertise project for bids - one round of bidding	09/01/27	10/31/27																																
7.3	Address bidder inquiries during the bid period	09/01/27	10/31/27																																
7.4	Schedule, coordinate and conduct one prebid meeting with potential bidders	09/01/27	10/31/27																																
7.5	Prepare prebid meeting minutes and distribute to attendees	09/01/27	10/31/27																																
7.6	Issue addendums as necessary	09/01/27	10/31/27																																
7.7	Evaluate bids for compliance with COD & IFAS requirements	11/01/27	11/30/27																																
7.8	Submit award documents to IFAS	12/01/27	12/31/27																																
8	Project Management																																		
8.1	Provide project guidance and coordination from start to award of contract	02/01/26	04/30/28																																
8.2	Prepare an internal quality assurance plan (QAP)	02/01/26	02/28/26																																
8.3	Prepare, update and maintain a detailed project schedule	02/01/26	04/30/28																																
8.4	Provide direction and coordination to team members	02/01/26	04/30/28																																
8.5	Provide monthly progress updates to COD	02/01/26	04/30/28																																
8.6	Monitor project costs	02/01/26	04/30/28																																
8.7	Perform quality assurance reviews	03/01/26	06/30/27																																
9	Unforeseen Work (As Needed - No Defined Schedule)																																		
9.1	Discuss unforeseen work with COD and obtain authorization, if needed																																		



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

Replace with Insurance Certificate(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2026

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:** 1284041185**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 ☒ PROJECT ☐ 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? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		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: City Proj. No. 2017-02 - 2026 Copy
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 INSUREDS

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)

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 LIABILITY UMBRELLA COVERAGE FORM

The **Transfer of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with the person or organization and included in the "products-completed operations hazard".

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 37-0844662.

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 <u>www.cmtengr.com</u> Website

The corporate officers are as follows:

President: Adam J. Burns

Vice President: Stephen J. Prange

Secretary: Raed A. 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).

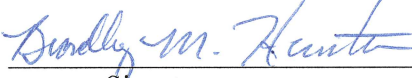
SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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


Signature

____Brad Hamilton, PE____
Printed Name

____Sr. Vice President____
Title

SUBSCRIBED and SWORN to before me this ____ day of _____, 20____.

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	\$ 180
Civil Engineer	
Specialty Engineer	
Structural Engineer	
Administrative Specialist	
Specialty Professional	\$ 160
Planner	
Project Technician	
Architect	\$ 150
Environmental Scientist	\$ 135
Technician	
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 five 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:

Appendix A

PRIOR COUNCIL ACTION:

August 21, 2015 – City Council approved Resolution R2015-109 authorizing execution of an Administrative Consent Order between the City and the United States Environmental Protection Agency (US EPA)

August 21, 2015 – City Council approved Resolution R2015-110 for \$456,000 authorizing a professional engineering services agreement with AECOM Technical Services, Inc., for the preparation of Sewer Collection System Alternative Analysis (SCSAA) and Capacity, Management, Operation and Maintenance (CMOM) reports required by the Administrative Consent Order between the City and the US EPA,

March 30, 2016 – City Council was provided with Public Works Memorandum 2016-16 providing an update on the preparation of the SCSAA and CMOM Reports.

October 3, 2016 – Study Session with City Council to provide an update with the US EPA Consent Order.

November 21, 2016 – Study Session with City Council to discuss the proposed Sanitary Sewer User Charges to meet the US EPA Consent Order.

December 8, 2016 – City Council approved Ordinance 2016-91 amending City Code Chapter 74 – Sanitary Sewer Service and Connections, Section 10, Rate.

February 21, 2017– City Council approved Resolution R2017-25 for \$462,944.28 authorizing a professional engineering services agreement with ADS Environmental Services for the 2017 Flow Monitoring Project, City Project 2017-01.

February 21, 2017– City Council approved Resolution R2017-26 for \$723,008 authorizing a professional engineering services agreement with Crawford, Murphy and Tilly, Inc. for the Lost Bridge North Basin and the Florian Basin Inflow and Inflow Reduction Project, City Project 2017-02.

October 2, 2017– City Council approved Resolution R2017-122 for \$176,000 authorizing Change Order No 1 to the professional engineering services agreement with AECOM for the US EPA SCSAA Project, City Project 2013-01.

February 5, 2018– City Council approved Resolution R2018-13 for \$356,767 authorizing a professional engineering services agreement with AECOM for the Ellen and Division Inflow and Inflow Reduction Project, City Project 2018-01.

February 5, 2018– City Council approved Resolution R2018-14 authorizing Change Order No 1 for an additional \$88,674 with a professional engineering services agreement with ADS Environmental Services for the 2017 Flow Monitoring Project, City Project 2017-01.

October 19, 2020 – Study Session with City Council to discuss storm and Sanitary Sewer Items.

February 1, 2021– City Council approved Resolution R2021-14 authorizing \$79,842 for a professional engineering services agreement with AECOM Technical Services, Inc for the Ellen and Division Inflow and Infiltration Reduction Program - Phase 2, City Project 2018-01.

June 21, 2021– City Council approved Resolution R2021-114 authorizing \$199,146 for a professional engineering services agreement with AECOM Technical Services, Inc for the Oakland and Grand Sewer Separation Study 2021-01.

February 22, 2022– City Council approved Resolution R2022-30 authorizing \$147,430 for a construction engineering services agreement with AECOM Technical Services, Inc for the Ellen and Division Inflow and Infiltration Reduction Program, City Project 2018-01.

February 22, 2022– City Council approved Resolution R2022-39 authorizing \$5,829,926.00 for construction with National Water Main Cleaning Company, for construction of the Ellen and Division Inflow and Infiltration Reduction Program, City Project 2018-01.

October 17, 2022– City Council approved Resolution R2022-184 authorizing a representative to sign IEPA loan documents for the Oakland and Grand Sewer Separation Project, City Project 2021-01.

October 17, 2022– City Council approved Resolution R2021-176 authorizing \$829,600 for a professional engineering services agreement with AECOM Technical Services, Inc for the Oakland and Grand Sewer Separation Project Final Design, City Project 2021-01.

April 27, 2023– City Council approved a Motion to finalize the scope of work to fully separate the combined sewer to the Fairview Structure.

December 4, 2023– City Council approved Resolution R2023-261 authorizing \$563,103.00 for construction of the storm sewer through Farview Park with A&R Mechanical Services, Inc dba A&R Services, City Project 2021-01.

June 3, 2024– City Council approved Ordinance 2024-85 authorizing the intent to borrow \$16,500,000 in funds from the IEPA for the Oakland and Grand Sewer Separation Project, City Project 2021-01.

June 3, 2024– City Council approved Resolution R2024-244 authorizing the execution of an agreement with the Norfolk Southern Railway for a storm sewer crossing for the Oakland and Grand Sewer Separation Project, City Project 2021-01.

August 1, 2024– City Council approved Resolution authorizing the execution of an agreement with Crawford, Murphy and Tilly, Inc to provide preliminary engineering services for a project plan for the Florian and Lost Bridge North I&I reduction program, City Project 2017-02 .

February 2, 2025– City Council approved Resolution R2025-137 authorizing \$9,733,305 for construction of the Oakland and Grand Area Sewer Separation Project, Basin 5&6 with Entler Excavating, City Project 2021-01.

EXHIBIT A

TA 3N-LostBridge

Area Statistics:
128 Manholes
44,815' of Sewers
666 Addresses
420 Acres

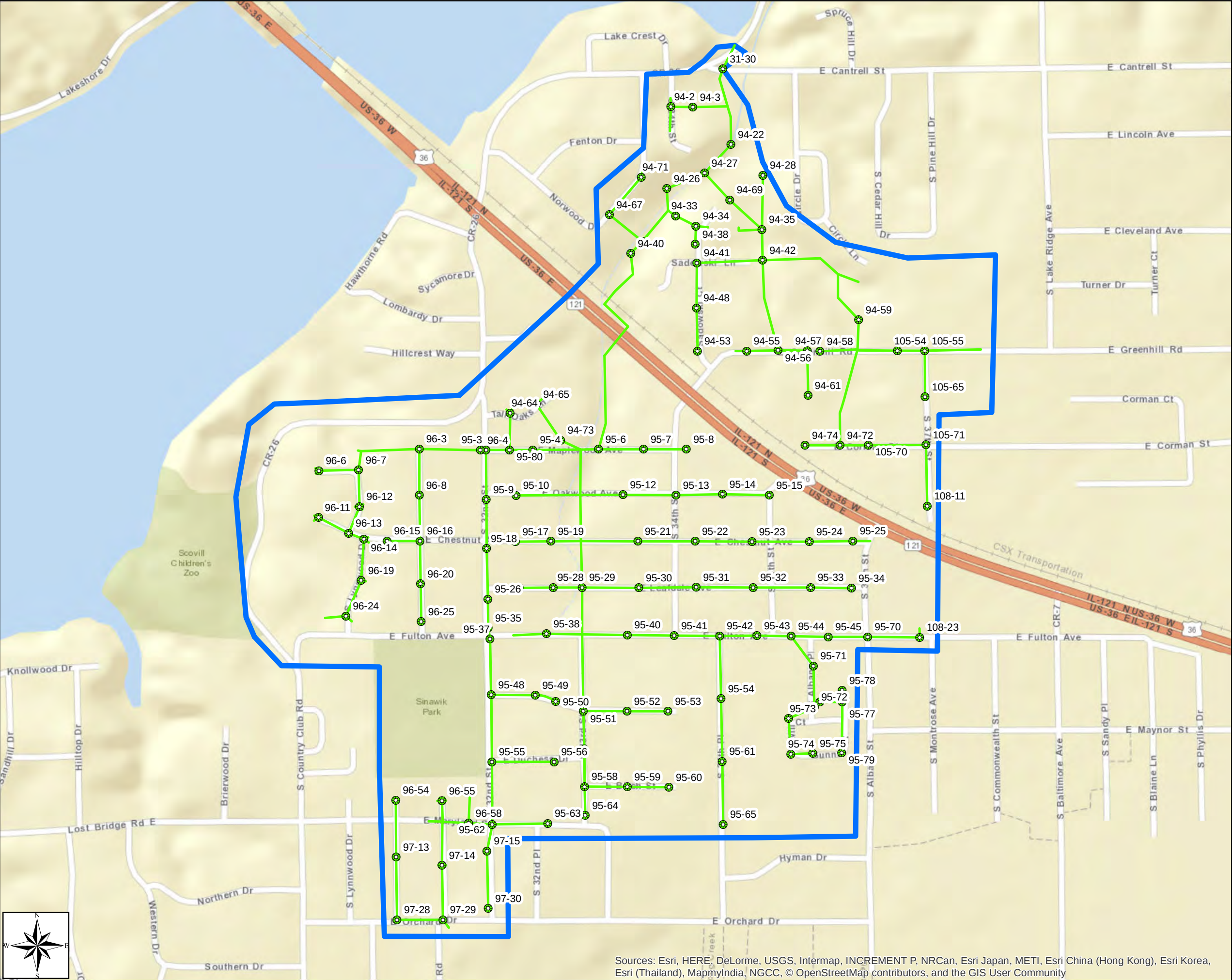
Legend

Manholes
MH Use

- Sanitary Sewer

Sewer Mains
Use of Sewer

- Sanitary Sewer
- Target Area



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

EXHIBIT B
TA 6-Florian Ave

Area Statistics:
81 Manholes
20,058' of Sewers
466 Addresses
155 Acres

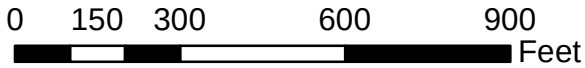
Legend

Manholes
MH Use

- Sanitary Sewer

Sewer Mains
Use of Sewer

- Sanitary Sewer
- Target Area



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
No. 2026-16

March 2, 2026

TO: Honorable Mayor Julie Moore Wolfe and City Council
FROM: Melissa Hon, City Manager
Lacie Elzy, Director of Economic and Community Development
Michael Snearly, Neighborhood Inspections Manager

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

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

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

This resolution authorizes staff to proceed with the legal process necessary to seek court-ordered demolition of eight (8) unsafe and abandoned structures located throughout the City. This is the 2nd step of the demolition process.

POTENTIAL OBJECTIONS: No known objections to this resolution.

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

BUDGET/TIME IMPLICATIONS: None

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

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

2290 E. Division

774 W. Macon

2115 N. Monroe

1782 E. Locust

1735 N. Monroe

700 S. Willow

1453 E. Grand

439 E. Johnson

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

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

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

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

PRESENTED and ADOPTED this 2nd day of March, 2026.

Julie Moore Wolfe, Mayor

ATTEST: _____
Kim Althoff, City Clerk

Council Memo March 2, 2026

Resolution Authorizing Actions Regarding Unsafe Structures

2290 E. Division: This property was posted as Unfit for Human Habitation in September 2025. This structure lacks utilities, is abandoned, and has several code violations.

1782 E. Locust: This property was posted as Unfit for Human Habitation in December 2025. This structure was severely damaged by fire, lacks utilities, is abandoned, and has several code violations.

1453 E. Grand: This property was posted as Unfit for Human Habitation in February 2026. This structure is severely damaged by fire, lacks utilities, is abandoned, and has several code violations.

439 E. Johnson: This property was posted as Unfit for Human Habitation in February 2026. This structure is severely damaged by fire, lacks utilities, is abandoned, and has several code violations.

774 W. Macon: This property was posted as Unfit for Human Habitation in October 2022. This structure lacks utilities, is abandoned, and has several code violations.

1735 N. Monroe: This property was posted as Unfit for Human Habitation in November 2025. This structure lacks utilities, is abandoned, and has several code violations.

2115 N. Monroe: This property was posted as Unfit for Human Habitation in December 2025. This structure was severely damaged by fire, lacks utilities, is abandoned, and has several code violations.

700 S. Willow: This property was posted as Unfit for Human Habitation in January 2026. This structure lacks utilities, is abandoned, and has several code violations.

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
No. 26-17

March 2, 2026

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Resolution Authorizing the Execution of an Agreement with Ezell Excavating for the Demolition of 720 N. Edward St.

SUMMARY RECOMMENDATION: Staff recommends the approval of the attached resolution authorizing the execution of agreement for demolition of said dwelling.

BACKGROUND: The property at 720 N. Edward was put out for demolition bid along with fifteen (15) other structures. The structure at 720 N. Edward was the only property that crossed the threshold for council approval.

POTENTIAL OBJECTIONS: No known objections to this resolution.

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

BUDGET/TIME IMPLICATIONS: None

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
EZELL EXCAVATING FOR THE DEMOLITION OF 720 N. EDWARD ST.**

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 720 N. Edward St., Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Ezell Excavating in the amount of \$46,663.00 for 720 N. Edward St. be hereby accepted, and a purchase order awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Ezell Excavating for their total bid price of \$46,663.00.

PRESENTED and ADOPTED this 2nd of March 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Project Name: Demolition of Properties- 720 N Edward St. Date: 1/27/2026 Time: 9:00 a.m.		Ezell Excavating Villa Grove, IL	Steve's Trucking Decatur, IL	Hutchins Excavating Decatur, IL	S. Shafer Excavating Pontoon Beach, IL	Clancy Coleman Excavating Pana, IL
Description						
Demolition		\$46,663.00	\$49,642.00	\$57,500.00	\$56,172.00	\$99,368.00
Plumbing					\$2,000.00	

TOTAL \$46,663.00 \$49,642.00 \$57,500.00 \$58,172.00 \$99,368.00

No Bid:
 Lourash & Mahannah Excavating
 Premier Demolition
 AJ's Custom Contracting

RESOLUTION NO. R2026-_____

**RESOLUTION APPROVING AND DETERMINING THE NEED FOR
CONFIDENTIALITY OF MINUTES OF CLOSED MEETINGS**

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

Section 1. That the minutes of those closed meetings of the Council conducted on the dates shown on Exhibits A and B hereto are hereby approved, and any prior approvals of said minutes are hereby confirmed and ratified.

Section 2. That the Council hereby determines that the minutes, or portions thereof, of those closed meetings of the Council conducted on the dates shown on Exhibit A hereto no longer require confidential treatment and are hereby made available for public inspection on and after the effective date hereof.

Section 3. That the Council hereby determines that the minutes of those closed meetings of the Council conducted on the dates shown on Exhibit B hereto require confidential treatment and are not available for public inspection until further order of the Council.

Section 4. That pursuant to Section 2.06 (c) (1) of the Open Meetings Act, the City Clerk is authorized to destroy the verbatim records of all Closed Meetings that have occurred more than eighteen (18) months from the date of this Resolution, this Council having approved written Minutes of all such meetings.

Presented and Adopted this 2nd day of March 2026.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

Exhibit A
(Minutes to be Released)

Tuesday, July 5, 2016 (Portion Marked "R")

Monday, December 2, 2019 (Portion Marked "R")

Monday, March 16, 2020 (Portion Marked "R")

Monday, November 2, 2020

Monday, May 2, 2022

Monday, October 16, 2023 (Portion Marked "R")

Monday, January 16, 2024

Wednesday, February 7, 2024

Monday, September 15, 2025

Monday, November 3, 2025

Exhibit B

(Minutes NOT to be Released)

1999

February 8, 1999

2000

July 24, 2000

2003

April 21, 2003

May 27, 2003
June 2, 2003
August 4, 2003
August 18, 2003
October 20, 2003
December 15, 2003

2004

April 5, 2004
June 7, 2004

October 18, 2004

2005

January 18, 2005
February 21, 2005

2006

March 20, 2006

May 15, 2006
June 5, 2006
June 19, 2006
July 3, 2006 (1 of 2 sets)
September 5, 2006
November 6, 2006
November 20, 2006

2007

January 22, 2007
March 5, 2007
May 7, 2007
June 18, 2007
September 17, 2007

2008

February 4, 2008
April 7, 2008
April 21, 2008

May 5, 2008
May 19, 2008
June 2, 2008
June 16, 2008
June 30, 2008
July 21, 2008
July 28, 2008
August 4, 2008
September 2, 2008

September 15, 2008
October 6, 2008

2009

March 16, 2009
May 4, 2009
May 18, 2009
June 15, 2009
July 6, 2009
December 7, 2009

2010

March 1, 2010
March 15, 2010
April 19, 2010
May 3, 2010
June 7, 2010
September 20, 2010
December 20, 2010

2011

January 18, 2011
March 7, 2011
October 3, 2011
December 5, 2011

2012

June 4, 2012
July 30, 2012
September 17, 2012
November 5, 2012

Exhibit B
(Minutes NOT to be Released)

2013

January 7, 2013

June 3, 2013

June 17, 2013

July 15, 2013

August 5, 2013

September 16, 2013

November 18, 2013

December 2, 2013

2014

January 21, 2014

February 3, 2014

May 19, 2014

August 4, 2014

November 3, 2014

2015

April 20, 2015

May 18, 2015

June 1, 2015

August 17, 2015

November 16, 2015

2016

July 5, 2016

December 5, 2016

2017

April 3, 2017

April 17, 2017

April 26, 2017

May 15, 2017

September 5, 2017

2018

February 5, 2018

March 5, 2018

March 19, 2018

June 12, 2018

July 2, 2018

2019

March 4, 2019

December 2, 2019

2020

March 16, 2020

July 20, 2020

December 21, 2020

Exhibit B
(Minutes NOT to be Released)

2021

July 7, 2021
November 1, 2021

2022

March 21, 2022
April 20, 2022

2023

January 17, 2023
June 20, 2023
October 16, 2023

2025

January 21, 2025
May 19, 2025
July 21, 2025
October 6, 2025
October 20, 2025

2026

January 5, 2026
January 16, 2026
January 20, 2026