



Monday, April 6, 2026
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

1. Approval of Minutes of March 16, 2026 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Adopting the Economic & Community Development 2026-2029 Revitalization Plan
2. Resolution Authorizing Execution of a Property Tax Abatement Agreement with NOTIS Development LLC at 136 S Dipper Lane and Waiving of Building Permit Fees
3. City Manager Update
4. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.

- A. Resolution Authorizing an Intergovernmental Agreement Between the City of Decatur and the Sanitary District of Decatur for the Brush College Road Lift Station Force Main City Project 2020-06
- B. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Company, Inc. for the Northeast Water Main Extension – Boyd Rd to North of Cundiff Rd, City Project 2025-13
- C. Resolution Authorizing a Professional Engineering Services Agreement with Clark Dietz, Inc., to Provide Construction Engineering Services for the Northeast Water Main Extension Project – Boyd Road to North Of Cundiff Road, City Project 2025-13
- D. Ordinance Annexing Territory 775 West Grove Road
- E. Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of Two Ford Maverick Trucks
- F. Resolution to Approve an Engineering Services Agreement with WHKS and Co. and Appropriate Motor Fuel Tax Funds for the Garfield Avenue Bridge over the Illinois Central Railroad, SN 058-6000, City Project 2026-24
- G. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for 2026 Local Motor Fuel Tax Street Improvement Project, City Project 2026-25
- H. Resolution Approving the Purchase and Installation of Two (2) Emergency Warning Sirens
- I. Resolution Authorizing the Execution of an Agreement with Hutchins Excavating for the Demolition of 333 E. Macon St., 380 S. Industry Ct., and 440 S. Franklin St.
- J. Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Bridgestone Americas Tire Operations, LLC for Tire Lease for Transit Buses
- K. Resolution Authorizing the Expenditure of Funds for the Business Façade Program
- L. Resolution Authorizing the Expenditure of Funds for the Residential Exterior Improvements Program
- M. Resolution Waiving all City Permit Fees for Development of Decatur Park District's Activity Center for Mature Adults
- N. Receiving and Filing of Minutes of Boards and Commissions
- O. Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Decatur Area Arts Council

VI. Other Business**VII. Adjournment**

CITY COUNCIL MINUTES
Monday, March 16, 2026

On Monday, March 16, 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 Dennis Cooper, Lisa Gregory, Consuelo Cruz, Pat McDaniel, David Horn and Ed Culp. 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 Proclamations and Recognitions.

Ms. Mary Garrison, President & CEO of Heritage Behavioral Health Center presented a proclamation recognizing March 2026 as Problem Gambling Awareness Month in Decatur.

Mayor Moore Wolfe signed the proclamation.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Verlyn Rosenberger, Ayn Owens and Bret Robertson.

Council members made no immediate responses.

Mayor Moore Wolfe called for approval of the minutes.

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

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

City Manager Hon presented the Treasurer's Financial Report.

Council members thanked staff for monitoring state-level issues impacting the city budget.

Prior to a hearing and agenda item regarding the issuance and sale of bonds regarding Millikin University, Councilman Horn recused himself from the meeting citing his employment

as a biology professor at Millikin University. Councilman Horn exited the Council Chamber at 5:41 p.m.

Mayor Moore Wolfe called for a Public Hearing at 5:42 p.m. for the following agenda item: An Ordinance Authorizing the Issuance and Sale of (i) Revenue Bonds (Millikin University), Series 2026A, and (ii) Taxable Revenue Bonds (Millikin University), Series 2026B of the City of Decatur, Macon County, Illinois, in an Aggregate Principal Amount not to Exceed \$53,000,000; Authorizing the Execution and Delivery of a Loan Agreement, a Trust Indenture, a Bond Purchase Agreement and Related Documents; and Authorizing the Distribution of a Preliminary Official Statement and an Official Statement; and Authorizing Certain Related Matters.

Mayor Moore Wolfe announced that all interested persons wishing to contend for or protest against the issuance of the Bonds would be heard and that all oral or written statements would be considered.

No individuals expressed interest in supporting or opposing the issuance of the Bonds, whether through oral or written statements.

Mayor Moore Wolfe declared the Public Hearing closed at 5:43 p.m.

2026-13 Ordinance Authorizing the Issuance and Sale of (i) Revenue Bonds (Millikin University), Series 2026A, and (ii) Taxable Revenue Bonds (Millikin University), Series 2026B of the City of Decatur, Macon County, Illinois, in an aggregate principal amount not to exceed \$53,000,000; authorizing the execution and delivery of a Loan Agreement, a Trust Indenture, a Bond Purchase Agreement and related documents; and authorizing the distribution of a Preliminary Official Statement and an Official Statement; and authorizing certain related matters, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Culp.

City Manager Hon provided an overview of the Ordinance.

Mr. Dean Pribbenow, President of Millikin University, spoke about the economic and social contributions of the university and highlighted its partnership with the city.

Mr. Jeff White, Municipal Advisor with Columbia Capital Management, answered questions from Council members and provided clarification regarding the terms of the agreement.

Councilman Cooper moved to table the item until the next City Council meeting expressing concerns about the limited time available for review, seconded by Councilwoman Cruz.

Mr. White answered questions from Council members about internal review, potential litigation exposure, and any future changes requiring Council approval.

Upon call of the roll to table, Council members Dennis Cooper and Consuelo Cruz voted aye. Council members Lisa Gregory, Pat McDaniel, Ed Culp and Mayor Moore Wolfe voted nay. Councilman Horn had recused himself prior to the hearing and was not in attendance. Mayor Moore Wolfe declared the motion failed.

With no further comments, Mayor Moore Wolfe asked to call the question.

Upon call of the roll, Council members Dennis Cooper, Lisa Gregory, Consuelo Cruz, Pat McDaniel, Ed Culp and Mayor Moore Wolfe voted aye. Councilman Horn had recused himself prior to the hearing and was not in attendance. Mayor Moore Wolfe declared the motion carried.

Councilman Horn returned to the Council Chamber at 6:06 p.m.

Mayor Moore Wolfe called for a discussion on the 2025 Community Revitalization Survey Results.

Ms. Lacie Elzy, Director of Economic and Community Development, provided an overview of the 2025 Community Revitalization Survey and shared key data analyzed, key findings and spoke about the next steps. She noted that the survey data was made available on both the city's website and its Facebook page.

Council members provided feedback highlighting ongoing efforts and strategic considerations for community revitalization.

City Manager Hon presented the City Manager Update sharing a timeline for the City Council Community Grant Program. Also, residents are encouraged to take part in the Illinois Housing Blueprint Survey that could potentially lead to additional grant funding. She also shared information regarding drought conditions and lake levels, and about the launch of the Decatur Transit contactless fare system.

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

2026-14 Item B. Ordinance Authorizing the City of Decatur, Macon County, Illinois, to Borrow Funds from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency for the Galvanized Water Service Line Replacement, City Project 2025-20

R2026-53 Item C. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Commercial Electric Inc., for the Grand and Condit Stormwater Pump Station Electrical Improvements, City Project 2025-15

R2026-54 Item D. Resolution Accepting the Bid and Authorizing the Execution of a Contract with A&R Mechanical Services dba A&R Services Inc., for the South Taylorville Road Water Main Replacement Project, City Project 2024-16

R2026-55 Item E. Resolution Authorizing a Professional Engineering Services Agreement with Clark Dietz, Inc., to Provide Construction Engineering Services for the South Taylorville Road Water Main Replacement Project, City Project 2024-16

R2026-56 Item F. Resolution Authorizing a Sourcewell Contract for the Purchase of One (1) RoboMIDI Mower

R2026-57 Item G. Resolution Authorizing a Cash Rent Farm Lease with Andy Freeland for Oakley Sediment Basin Farm

R2026-58 Item H. Resolution Authorizing Lake Decatur Watershed Farmland Conservation Program Agreement for Floodplain Reconnection Wetlands with Lawrence H. Shackelford Trust

R2026-59 Item J. Resolution Approving Bid with GIVSCO Construction Company for Interior Remodel at 1170 N. Orchard Building

R2026-60 Item K. Resolution Approving Bid with Apex Electrical Solutions, Inc. for Electrical Service at 1170 N. Orchard Building

R2026-61 Item L. Resolution Authorizing an Agreement with Architectural Expressions, LLP, for Architectural Oversight of Building Upgrades at 1170 N. Orchard Street

R2026-62 Item M. Resolution Approving Service Agreement Between the City of Decatur, Illinois and Lindsey Adult Day Services, Inc. for Operation Uplift Transportation

R2026-63 Item O. Resolution Authorizing Execution and Agreement of FY2027 Transit Downstate Operating Grant Agreement

R2026-64 Item P. Resolution Authorizing Execution and Amendment of Section 5311 Grant Agreement.

R2026-65 Item Q. Resolution Accepting Special Warranty Relating to the Protection of Interests of Employees for Transit Financial Assistance Grant

2026-15 Item R. Ordinance Authorizing Decatur Public Transportation System to Provide Public Transportation to Macon County

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

2026-16 Ordinance Amending City Code Chapter 55.1 Mobile Food Units, Temporary Vendor Stands, and Food and Beverage Carts, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Culp.

City Manager Hon answered questions from Councilman Horn about registration requirements for food trucks.

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

R2026-66 Resolution Approving a Grant Agreement Between the State of Illinois and the City of Decatur for Funding through the FY26 Camera Grant, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Councilman Horn expressed gratitude for the grant funding and acknowledged the efforts of the Decatur Police Department and staff.

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

R2026-67 Resolution Approving Bid with Oak Bros Tree Care & Removal for Tree Delivery and Planting for USDA Tree Grant, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Hon addressed Councilman Horn's inquiries about options for residents to obtain trees, highlighting the city's tree grant program.

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

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

Mayor Moore Wolfe thanked the family of Jim Wrigley and volunteers for continuing the St. Patrick's Day parade tradition.

Councilman McDaniel recognized Victory Lanes for hosting a PBA tournament that attracted nearly 100 bowlers from across the country.

Councilman Cooper extended his congratulations to the McArthur girls and boys basketball teams, along with their families and supporters, for reaching sectionals. Mayor Moore Wolfe noted that the teams will be recognized during an upcoming Council meeting.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:36 p.m.

Approved _____
Kim Althoff
City Clerk

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

No. 2026-

April 6th, 2026

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Accepting and Adopting the Economic & Community Development 2026-2029 Revitalization Plan

RECOMMENDATION: It is recommended that Council approve the Resolution and adopt the Economic & Community Development 2026-2029 Revitalization Plan.

BACKGROUND: The Revitalization Plan serves as the Economic & Community Development Department's three-year strategic framework. It establishes clear priorities, measurable outcomes, and a coordinated investment strategy to guide economic development, neighborhood stabilization, infrastructure investment, and long-range planning.

The plan is organized around six priority areas:

1. Economic Development
2. Modern Service Delivery
3. Stronger Regions
4. Strategic Oversight of TIF Districts
5. Long-Range Planning
6. Corridor Revitalization

The Revitalization Plan was released for public review in January 2026 and remained open for comment through March 2026. During that time, the plan was presented to the Economic Development Corporation Board and the Decatur Golden K Kiwanis Club, and was made available to other organizations upon request. It was also posted on the City's website and shared on social media to ensure broad public access and opportunity for feedback.

Recent discussion has referenced the Decatur Public Schools (DPS) study regarding enrollment trends and demographic conditions. The trends identified in the study, including declining birth rates, an aging population, and changes in household composition, are challenges currently being experienced by many communities. The Revitalization Plan includes targeted strategies intended to strengthen economic competitiveness, support population stability, and improve long-term community vitality. These demographic trends will also be analyzed in greater detail as part of the upcoming Comprehensive Plan process.

Employment opportunities remain one of the strongest predictors of population trends. The Revitalization Plan prioritizes job growth and economic stability through Business Retention and Expansion efforts, proactive marketing of economic incentives, redevelopment of key sites, and continued improvements to development processes. These efforts support a stronger local workforce environment and help position Decatur to retain residents and attract new households over time.

The Revitalization Plan recognizes the importance of addressing housing needs across all life stages. Like many communities, Decatur is experiencing an aging population. Through federal HUD funding and the Home Repair and Accessibility Program (HRAP), the City supports critical home repairs and accessibility improvements that allow residents to safely remain in their homes as they age. These investments help preserve existing housing stock, maintain neighborhood stability, and support long-term community vitality.

In addition, the City utilizes federal Community Development Block Grant (CDBG) funding to support a Homebuyer Down Payment Assistance Program. This program encourages homeownership, strengthens neighborhood stability, and helps attract new residents to Decatur. Increased homeownership supports property values, encourages reinvestment, and contributes to long-term economic health.

Other initiatives in the Revitalization Plan that can directly impact economic growth, regional stability, and housing market conditions include:

- Targeted housing investment to encourage population growth
- Improved management of TIF districts to support redevelopment and job creation
- Expanded code enforcement and property maintenance efforts to improve neighborhood conditions
- Centralized grant efforts to more efficiently leverage federal and state resources
- Long-range planning initiatives, including the upcoming Comprehensive Plan and Zoning Code updates

Through coordinated investments and targeted initiatives, the Revitalization Plan positions the City to support long-term population stability and create conditions that may positively influence enrollment trends over time.

BUDGET IMPACT: Adoption of the plan does not authorize new FY2026 expenditures but identifies anticipated future budget needs for Council consideration.

PRIOR ACTION: The Revitalization Plan was presented to City Council in February 2026 as a discussion item. Following that presentation, the plan was made available for public review and comment. Staff evaluated community feedback, incorporated revisions where appropriate, and is now submitting the updated plan to Council for consideration and adoption to guide implementation.

OBJECTIONS: Staff is not aware of any objections.

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

RESOLUTION NO. R2026_____

**RESOLUTION ADOPTING THE ECONOMIC & COMMUNITY DEVELOPMENT
2026-2029 REVITALIZATION PLAN**

WHEREAS, the City of Decatur seeks to strengthen its economy, stabilize neighborhoods, modernize service delivery, and guide long-term growth; and

WHEREAS, the Economic & Community Development Department has prepared the Economic & Community Development 2026-2029 Revitalization Plan (“Plan”) to establish priorities, strategies, and measurable outcomes for a three-year period; and,

WHEREAS, the Plan aligns public investments, grant funding, neighborhood initiatives, infrastructure projects, and long-range planning efforts; and,

WHEREAS, adoption of the Plan provides strategic guidance for future policy decisions, budget development, and project implementation.

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

Section 1. That the Plan is hereby adopted.

Section 2. That the Plan shall serve as a guiding framework for departmental work programs, budget preparation, grant applications, and future Council actions.

Section 3. That adoption of the Plan does not obligate the City to specific expenditures beyond those separately approved by City Council.

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

PRESENTED and ADOPTED this 6th day of April 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM EUBANKS, CITY CLERK

Economic & Community Development

Revitalization Plan

2026-2029



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Executive Summary



Founded in 1829, Decatur has grown from an agricultural hub into a diverse community of more than 70,000 residents. Nearly two centuries later, our agricultural roots remain central to our identity, even as we adapt to new industries, technologies, and opportunities. This Revitalization Plan outlines how the Economic and Community Development (ECD) Department will strengthen Decatur over the next three years by focusing on innovation, regional revitalization, and business growth.



Department Goals

ECD is committed to building a leading local and regional program by: 1) using technology to modernize City services; 2) leveraging data and design to streamline development; 3) investing in high-potential neighborhoods; 4) expanding the workforce with new housing options; and 5) building an economy and customer service experience that supports both small businesses and major employers. This plan reflects not only the challenges we face but also the unique opportunities before us.

Department Mission

We exist to cultivate a strong, diverse economy that supports local businesses, attracts new investment, and promotes sustainable development throughout the city. We work to position Decatur as a premier place to live, work, and do business by aligning our planning, development, and revitalization efforts with strategic economic growth.

Priority 1

Economic Development



Strategic Objectives

* **Business Retention and Expansion (BRE)**

Program: Engage with existing businesses to understand their needs, connect them with resources, address barriers to growth, and drive job creation and city marketability.

* **Grant Funding:** Collaborate between the Grants Team and ECD staff, with a focus on projects that enhance competitiveness and innovation.

* **Streamline and Map Processes:** Review City code, zoning ordinance, and permit fees; refine policies as necessary; and improve the investment process.

* **Strengthen Citywide Partnerships:** Work to develop stronger relationships with city developers, community groups, and key city organizations, such as the Chamber of Commerce and the EDC.

* **Downtown Development:** Catalyze redevelopment and highlight opportunities of economic incentives in downtown Decatur.

* **Façade Improvement Program:** Provide financial support for businesses to rehabilitate and modernize their properties, contributing to corridor revitalization and stronger regional economies.

Three-Year Outcomes

✓ Launch a citywide Business Retention Expansion Plan with regular outreach to at least 1000 businesses annually.

✓ Create a “How to do Business” in Decatur guide on the City’s website and continue to build out the ECD pages.

✓ Assist at least 50 businesses with grants, façade improvements, or permit/fee reductions.

✓ Facilitate at least two private investment through economic incentives, such as TIF, Opportunity Zone and the Enterprise Zone to promote development in Downtown Decatur.

Priority 2

Modern Service Delivery



Strategic Objectives

- * Policy and Process Review:** Evaluate policies, codes, ordinances, and building inspection procedures to ensure they remain compliant with local, state, and federal requirements while also being developer-friendly, community oriented, business-focused, and efficient.
- * Grants Restructure:** Centralize grants to ensure every dollar is maximized by strategically combining funding streams and coordinating resources across departments. The result is greater efficiency, stronger compliance, and the ability to deliver high-impact projects that benefit residents, businesses, and neighborhoods alike.
- * New Technology:** Launch different technology initiatives over the next year to modernize service delivery and improve transparency, including OpenGov, eTIPS, and DecBlockBuilder.
- * Data-Driven Operations:** Build a data integration plan; and make City metrics, including property values, demolitions, permitting, inspections, and key data in the Community Revitalization Survey more transparent and accessible with public-facing data visualizations.

Three-Year Outcomes

-  Increase internal grant applications by 30%, with a focus on infrastructure, clean energy, and neighborhood revitalization.
-  Map permitting and inspections processes using qualitative data, including staff and developer feedback.
-  Gather data and benchmarks to evaluate our online user experience, empirically verify that online permitting is accessible.
-  Publish annual grant impact reports to City Council and the community, documenting dollars awarded, projects completed, and measurable benefits delivered.
-  Implement customer service features in the permitting and inspections process to track client satisfaction.
-  Update ECD forms to make them more user-friendly and aligned with best practices.

Priority 3

Stronger Regions

Strategic Objectives

*** Priority Regions:** Based on the Community Revitalization Survey, intervene immediately with stepped-up neighborhood inspections, demolition of unsafe or distressed structures, and expanded financial support for homeowners and businesses.

*** Redevelopment of City-Owned Property:** Package city-owned parcels in identified neighborhoods for redevelopment, creating opportunities for new housing construction and private-sector investment.

*** Expanded Grant Programs:** Promote programs such as the Emergency Replacement Program, Homebuyer Assistance, Owner-Occupied Rehabilitation, Roof Replacement, the Residential Exterior Improvement Program, and the Façade Improvement Program.

*** Housing Investment:** Based on the Danter & Associates Housing Study, ensure new housing projects match income levels, projected household growth, and market demand.

Three-Year Outcomes

- ✓ Develop and promote incentives for new single-family or multifamily housing.
- ✓ Facilitate 70 property improvements through permit waivers and grant programs.
- ✓ Increase Community Survey scores by improving property conditions, reducing vacancy, and strengthening neighborhood stability.

Oakwood Region

- ✓ Collaborate with the Oakwood Business District to implement infrastructure upgrades.

Near East Region

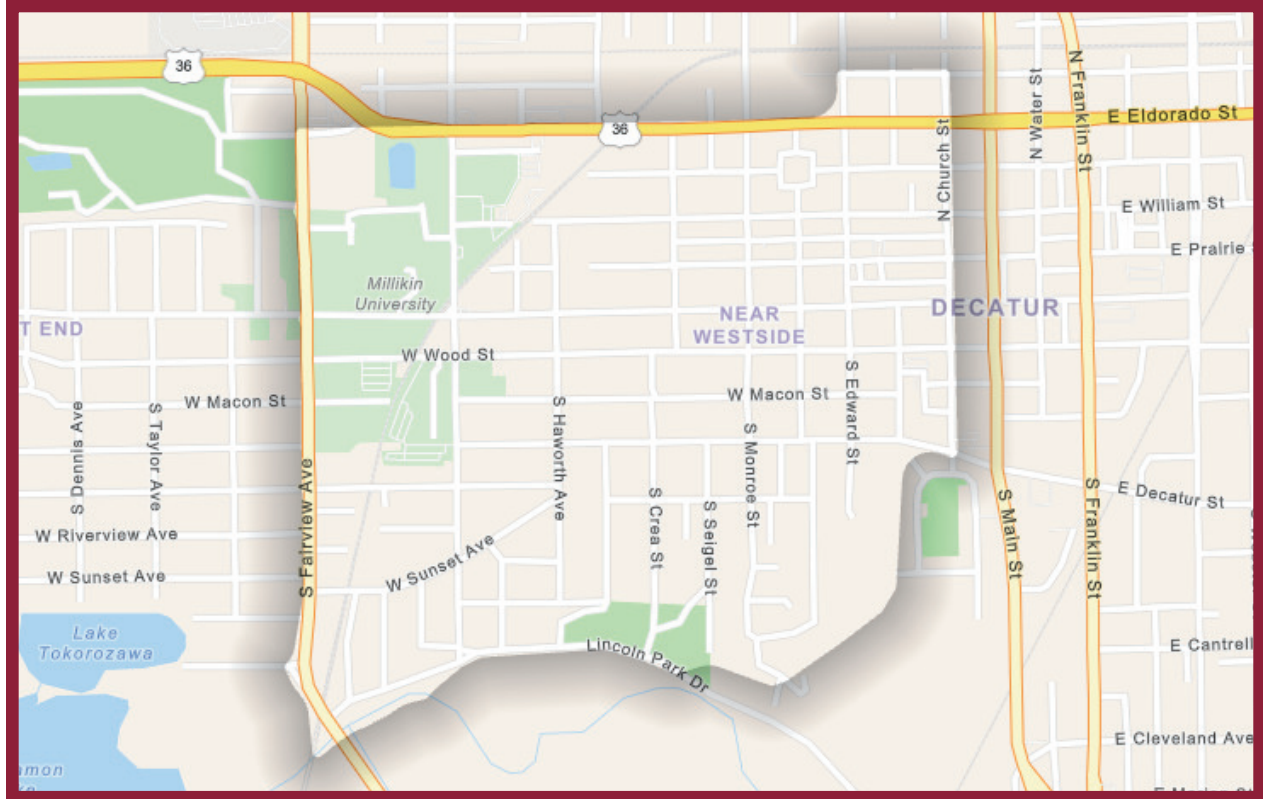
- ✓ Conduct outreach to at least 25 developers to encourage residential development.

Jasper St Region

- ✓ Coordinate with the DOT to finalize and execute all required RAISE documents and initiate project implementation.

Priority 3.1 (Priority Region 1)

The Oakwood Region



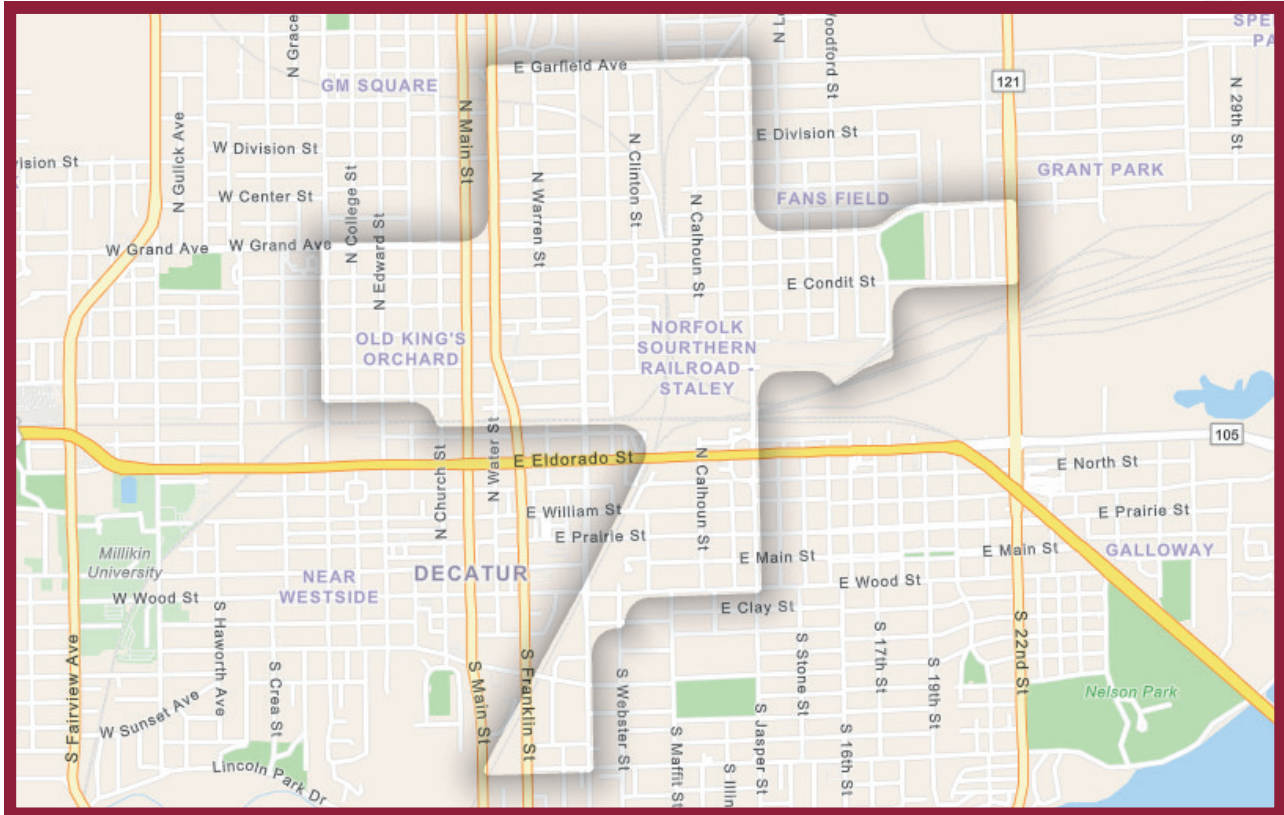
The Oakwood region, which includes Millikin Heights and Lincoln Park, is home to Millikin University, a nationally recognized institution that draws students, faculty, and visitors from across the country. The region also contains some of Decatur's oldest and most architecturally significant homes, making it a cornerstone of the city's cultural and historical identity.

The Community Survey identifies both strengths and areas for improvement within the region. At the same time, the City owns several vacant and underutilized lots that present challenges as well as opportunities for reinvestment. To address these challenges, we will:

- Update economic incentives to promote opportunities for housing developers to use vacant lots, with a focus on meeting the community's documented need for new multifamily housing such as apartments and condominiums.
- Preserve historic properties and upgrade infrastructure, ensuring that reinvestment protects the region's unique character while improving quality of life for residents.
- Permit fee waivers: All building, plumbing, mechanical, and electrical permit fees will be waived for homeowners and developers who construct new single-family or multifamily housing within focused blocks.

Priority 3.2 (Priority Region 2)

The Near East Region

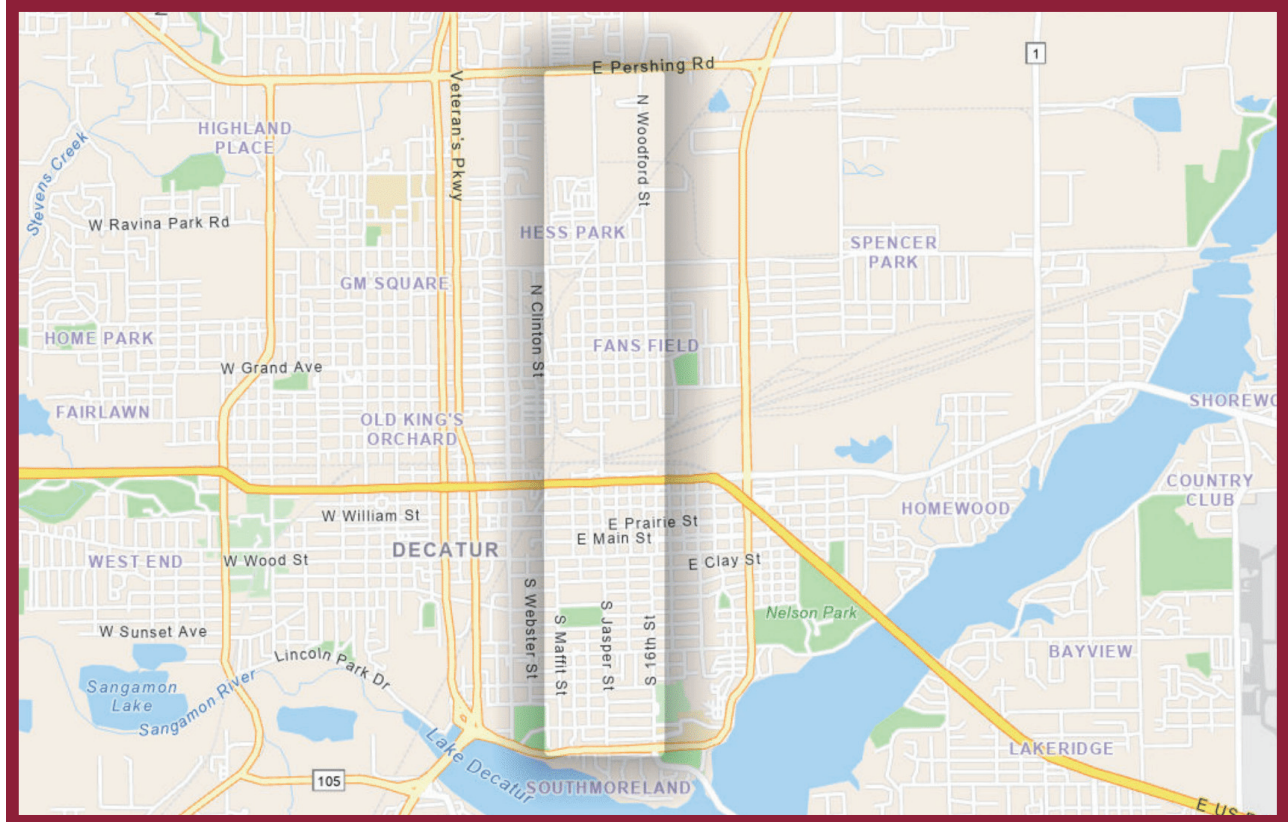


The Near East region faces some of the most significant challenges in Decatur, with high land vacancy rates and a large number of city-owned parcels. This vacancy not only weakens regional stability but also creates barriers to attracting new residents and private investment. At the same time, this concentration of available land presents a powerful opportunity for transformative redevelopment if paired with the right tools and incentives.

- Redevelop city-owned parcels into new single-family and multifamily housing, aligning with the findings of the Danter Housing Study on the urgent need for more diverse housing options.
- Focused grant support for homeowners and businesses to stabilize existing housing, improve property conditions, and preserve affordability.
- Revamp side-lot sales program to more strategically further neighborhood revitalization.
- Corridor reinvestment to enhance the visibility and viability of the region as both a residential and commercial anchor, leveraging façade programs and infrastructure upgrades.

Priority 3.3 (Priority Region 3)

The Jasper St Region



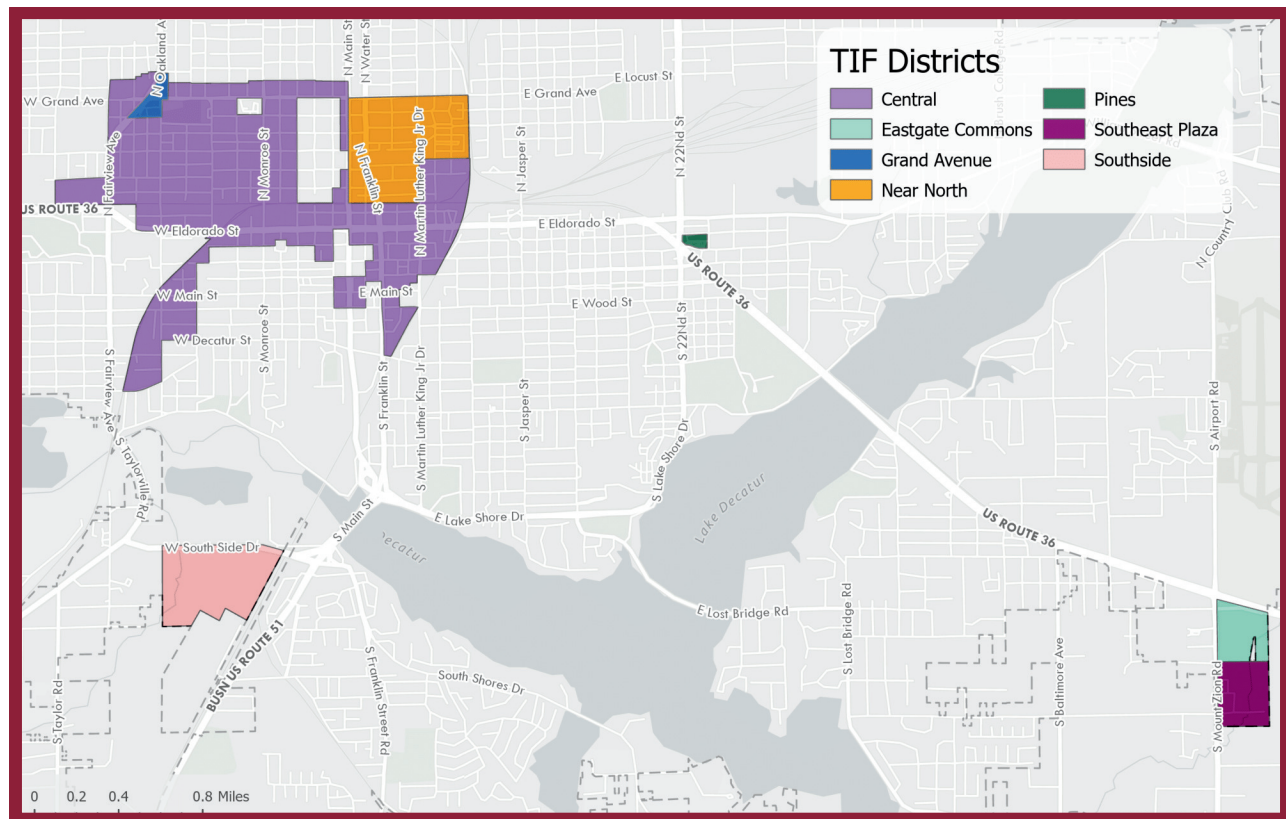
The City of Decatur has secured a \$9.9 million RAISE Grant from the federal government to deliver transformative improvements along the Jasper Street corridor. This funding will support a series of community-focused projects designed to make the corridor safer, more accessible, and more inviting for residents and businesses alike.

The most recent Community Survey revealed declining neighborhood scores in this region, and the corridor also contains a significant number of city-owned parcels. These factors underscore the urgency of pairing infrastructure improvements with housing and economic development. To that end, staff will:

- Market city-owned parcels to attract new housing development.
- Revamp side-lot sales program to more strategically further neighborhood revitalization.
- Explore additional revitalization strategies—from façade improvements to focused grant funding—to bring visible and lasting change to the corridor.

Priority 4

Enhance Strategic Oversight of TIF Districts



Tax Incremental Financing (TIF) districts are a key tool for supporting redevelopment, infrastructure investment, and business growth in Decatur. The City currently maintains seven active TIF districts—the Central, Eastgate, Grand Avenue, Near North, Pines, and Southside TIFs—each created to address distinct development challenges. To ensure these districts are used strategically and responsibly, the City will strengthen TIF management, positioning itself for expanding outreach and launching new initiatives. Clear policy guidance, financial transparency, and accessible tools will help maximize long-term impact. To that end, the City will:

- Develop updated policies and procedures to clarify eligibility, evaluation criteria, and decision-making.
- Conduct district-by-district financial assessments to better understand obligations, available increment, and projected investment capacity.
- Align TIF investments with the redevelopment plans outlined per TIF districts and with the neighborhood, corridor, and housing priorities identified in this plan.
- Implement refined TIF-supported investment programs, including options for small businesses and smaller-scale developers.
- Create TIF explanation sheets and pro forma templates to help property owners evaluate projects.

Priority 4

Three-Year Outcomes (2029)



TIF Management

- ✓ Implement standardized TIF policies and procedures to ensure consistent, transparent, and compliant administration across all districts.
- ✓ Conduct regular TIF financial assessments to track revenues, expenditures, and long-term fiscal impacts.
- ✓ Create and maintain a clear, user-friendly TIF explanation sheet to improve understanding among officials, developers, and the public.

TIF Marketing

- ✓ Develop targeted promotional materials that highlight available TIF incentives for local businesses, realtors, and developers.
- ✓ Utilize available City-owned billboards to advertise TIF programs within applicable districts.
- ✓ Develop a social media marketing plan for new TIF incentives, including an evaluation of targeted advertising.



Priority 5

Long-Range Planning

Strategic Objectives

- * **Zoning Code:** Update the zoning code and create a modern, responsive framework to guide land use, encourage smart growth, and support the City's long-term vision for a vibrant, inclusive, and economically resilient community.
- * **Comprehensive Plan:** Chart a ten-year roadmap for economic growth, community development, and the overall health and direction of the city.

- * **Transportation Planning:** Based on the Traffic Safety Action, a new Traffic Safety Committee, High-Speed Rail and Intercity Bus Study, and a bus stop assessment will give the City the data and framework needed to modernize its transit system, better connect Decatur to regional transportation networks, and ensure all residents have access to safe, reliable, and accessible transit options.

Three-Year Outcomes

- ✓ Complete, present, and adopt a Comprehensive Zoning Code Update.
- ✓ Complete, present, and adopt a Comprehensive Plan.
- ✓ Implement the Comprehensive Bus Stop Assessment and for the Intercity Bus Feasibility Study.
- ✓ Add corridors to the next Community Revitalization Survey.

Priority 6

Corridor Revitalization



Strategic Objectives

- * **Focused Corridors:** Focus redevelopment along US 51 North and South, Route 36 East and West, and Brush College Road, where strong traffic counts create new opportunities for business growth.
- * **Repurpose and Align:** Repurpose underutilized and vacant properties to attract new commercial activity and reduce blight, and align business incentives with neighborhood reinvestment, ensuring corridor development supports adjacent housing stability and revitalization.
- * **State Partnerships:** Work with IDOT to improve safety and traffic flow, while adding bike paths, expanded green space, and pedestrian-friendly design.
- * **Enhanced Infrastructure:** Implement decorative lighting, sidewalk ramps, ADA-accessible improvements, and a new bike trail along the east side of Water Street.
- * **Utilize Incentive Programs:** Promote incentive programs, such as the Opportunity Zone, Enterprise Zone, and TIF Districts when applicable.

Three-Year Outcomes

- ✓ Establish a clear framework and marketing strategy for Opportunity Zone projects, resulting in at least one qualified equity investment.
- ✓ Among the 50 businesses receiving support, have 15 be in the target corridors.
- ✓ Complete at least one infrastructure project in MLK corridor.
- ✓ Leverage at least \$20 million in state and private investment into corridor improvements, anchored by the IDOT-led US 51 redesign.
- ✓ Deliver new pedestrian and bike infrastructure on the US 51 Corridor and Water Street, creating safer and more connected neighborhoods through IDOT partnership.

Financial Summary

Grant Funding



From 2026–2029, Decatur will invest almost **\$10 million in grant-funded programs** that support neighborhood revitalization, expand housing rehabilitation, strengthen business corridors, and assist homeowners. These targeted resources will stabilize housing conditions, improve priority neighborhoods, and bolster local businesses.

Program	2026	2027	2028	2029	4-Year Total Funding	Est. 4-Year Projects
CDBG Roof-Only Program	\$200,000	\$200,000	—	—	\$400,000	20 roofs
HRAP Round 2 (Roof Replacement)	\$200,000	\$200,000	—	—	\$400,000	20 roofs
HOME Residential Rehabilitation	\$425,000	\$425,000	\$170,000	\$170,000	\$1,190,000	14 rehabs
CDBG Residential Rehabilitations	\$340,000	\$340,000	\$340,000	\$340,000	\$1,360,000	16 rehabs
General Fund Residential Exterior Improvement Program	\$600,000	\$900,000	\$900,000	\$900,000	\$3,300,000	55 exterior projects
CDBG Emergency Replacement Program	\$110,000	\$110,000	\$75,000	\$75,000	\$370,000	46 emergency projects
HOME Homebuyer Assistance	\$30,000	\$30,000	\$30,000	\$30,000	\$120,000	12 homebuyers assisted
CDBG Business Façade Program	\$190,000	\$75,000	\$75,000	\$75,000	\$415,000	17 façade projects
General Fund Business Façade Program	\$100,000	\$100,000	\$100,000	\$100,000	\$400,000	16 façade projects
Lead Hazard Reduction Grant	\$290,000	\$530,000	\$530,000	\$530,000	\$1,880,000	28 removal projects
Total Grant Funding	Total Grant Funding (2026–2029): \$9,835,000 \$3,700,000 from the General Fund and \$6,135,000 from outside sources. Total Estimated Projects: 244 projects					

Financial Summary

Demolition Program



From 2026–2029, Decatur will continue making significant investments in demolition to stabilize neighborhoods, remove dangerous structures, and support long-term revitalization. In 2026, 58 demolitions are planned in the three Priority Neighborhoods, representing most of the year's **\$1.3 million demolition budget**. While future totals cannot be predicted due to changing housing conditions, the City anticipates the continued need to fund up to 100 demolitions per year to address the active list of unsafe properties and prevent further neighborhood decline.

Year	Known Demolitions in Priority Areas	Est. Demolitions Needed	Est. Annual Cost	Key Notes / Caveats
2026	58 demolitions (12 MH, 4 Jasper, 42 MLK)	87 total demolitions (based on \$1.3M budget at \$15k/demo)	\$1,300,000	58 demolitions consume 67% of the budget; leaves ~\$429,000 for 77 citywide cases; 2026 figures are the only confirmed counts
2027	Unknown	Up to 100 demolitions	\$1,500,000	Future needs cannot be predicted; estimate based on past 3-year average additions (~35/year) and goal to reduce the 135-property register
2028	Unknown	Up to 100 demolitions	\$1,500,000	Continued need anticipated as structures become unsafe or fire-damaged; dependent on inspection caseload and housing conditions
2029	Unknown	Up to 100 demolitions	\$1,500,000	Projection assumes ongoing stabilization efforts and the need to prevent the register from growing
4-Year Total	58 known (2026)	387 demolitions	\$5,800,000	Future-year counts are estimates only ; based on recommendation to fund 100 demolitions per year

While demolition is a necessary short-term tool, **the City is pursuing a more proactive, preventative approach to neighborhood stabilization**. This includes stronger coordination between neighborhood inspections and housing grant programs to ensure that property owners with violations are clearly informed about available resources. By connecting residents to rehabilitation and repair assistance earlier, the City aims to reduce repeat violations, preserve existing housing stock, and limit the need for future demolitions.

Financial Summary

Streetscape Enhancements



From 2026–2029, Decatur will advance at least two major streetscaping initiatives: the US 51 Streetscape Enhancements, led by IDOT, and the Jasper Street Corridor project, funded through a federal RAISE grant. These projects will deliver significant improvements to pedestrian safety, lighting, multimodal access, and corridor design. While IDOT will invest up to about **\$25 million in state funding** to improve US 51, the City will share in selected improvements such as sidewalks, lighting, bump-outs, ADA upgrades, and signal work. On Jasper Street, the City will leverage nearly **\$10 million in federal funding** to reconstruct 3.5 miles of roadway with new lighting, bicycle and pedestrian facilities, microtransit features, and complete-streets elements. Together, these investments will modernize key corridors, improve neighborhood connectivity, and support long-term reinvestment across the city.

Project Component	Est. Project Cost	Est. City Share	Key Notes / Caveats
US 51 Southbound (Main St.)	\$14,420,000	\$1,101,000	Southbound is further along, so its \$14.42M estimate is considered reliable at this stage.
US 51 Northbound (Water St.)	Originally \$10,000,000 (will increase with trail addition)	\$899,000	Northbound costs will increase and be more than Southbound once IDOT updates totals to reflect a multipurpose trail and added pedestrian amenities.
Jasper St. (RAISE Project)	\$12,745,000	\$2,843,000	Match depends on final design, eligible costs, and federal participation.
4-Year Total (City Est. Share)	—	≈ \$4,850,000	



Conclusion

This Revitalization Plan is more than a list of projects. It represents a promise to take action that will improve the quality of life for our residents and strengthen the foundation of our community. Over the next three years, the City will modernize services, promote regional investment, expand housing options, and support local businesses. Each initiative outlined here is designed to deliver visible progress while positioning Decatur for long-term growth. By aligning policies, resources, and partnerships, we are ensuring that progress is deliberate, measurable, and sustainable.

At the same time, this plan builds the momentum necessary to carry us forward into the next Comprehensive Plan. The short-term actions we take today will shape the ten-year vision for Decatur's future, providing a roadmap for housing, economic development, infrastructure, and community well-being. Together, the Revitalization Plan and Comprehensive Plan create a path that balances immediate results with long-term vision. With clear priorities, accountability, and a shared commitment to progress, Decatur is prepared to grow stronger, more resilient, and more connected for generations to come.

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

No. 2026-27

April 6, 2026

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Execution of a Property Tax Abatement Agreement with NOTIS Development LLC at 136 S Dipper Lane and Waiving of Building Permit Fees.

RECOMMENDATION: Approve a resolution authorizing the City Manager to execute any necessary agreements and documents required to implement this resolution.

BACKGROUND: The property located at 136 S. Dipper Lane was previously operated as a nursing home facility that has since closed and remained vacant, resulting in an underutilized site within the community.

A multi-family residential market analysis conducted by Danter & Associates in July 2023 identified an overall vacancy rate of 2.8% in the Decatur area, indicating the market is constrained by a lack of supply rather than demand. The study also found that approximately 680 additional apartment units could be supported, including a mix of upscale and moderate garden, townhouses, and ranch-style units.

NOTIS Development LLC proposes investing over \$1.2 million to purchase and redevelop the property into a fourteen (14) unit garden-style apartment complex, with units ranging from studio to two-bedroom. The development will include amenities such as laundry facilities, outdoor gathering spaces, a gazebo, and a designated barbecue area.

The proposed redevelopment would reactivate a long-vacant property, expand housing options, and support neighborhood revitalization. Based on estimated post-redevelopment values, the completed development is expected to generate significantly increased property tax revenue to the City compared to its current vacant condition.

See attachment of the proposed floor plan.

BUDGET IMPACT: Approval of this resolution will result in a temporary reduction in City revenues. The City will not receive its portion of property tax revenue from the subject property for the seven (7) year abatement period. In tax year 2025, the property generated approximately \$4,135.27 in property tax revenue to the City of Decatur; however, following redevelopment, this amount is expected to increase, and the higher post-development revenue will be foregone annually during the abatement term.

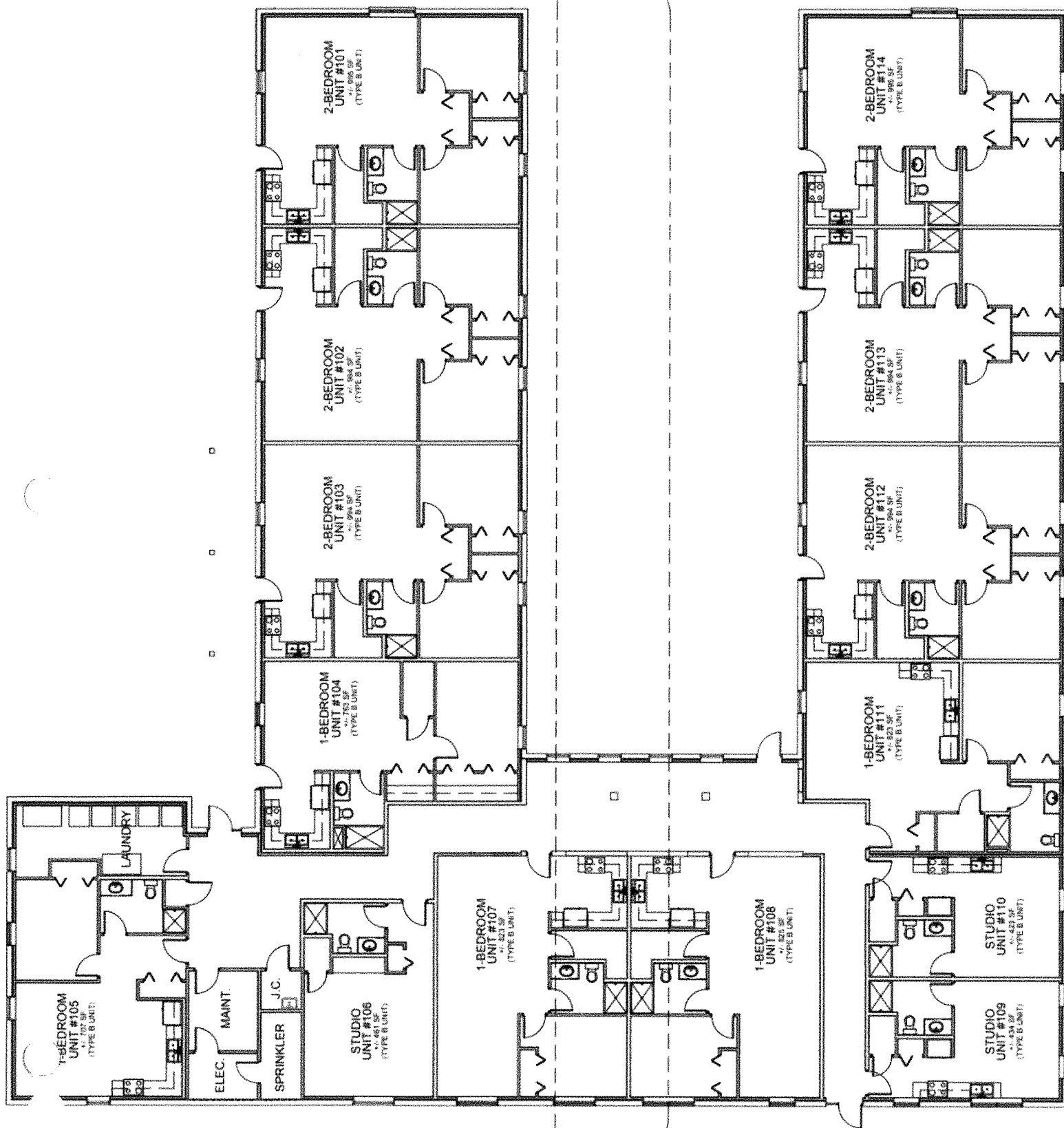
Additionally, building permit fees associated with the redevelopment, estimated at approximately \$15,000, will be waived.

Based on estimated post-redevelopment values, the City's annual property tax revenue is projected to increase to approximately \$8,000 to \$12,000 per year following the expiration of the abatement period, representing an increase of roughly \$4,000 to \$8,000 annually over current levels. While the City will forego property tax revenue during the abatement period, this investment is expected to be offset over time through higher ongoing tax revenues.

While these actions represent a short-term revenue reduction, the redevelopment of a currently vacant property is expected to provide long-term economic and community benefits, including increased property value, expanded housing opportunities, and sustained future tax revenue.

PRIOR ACTION: N/A

STAFF REFERENCE: Should the City Council have any questions, they may contact, Lacie Elzy at 542-3559 or lelzy@decaturil.gov or Miranda Lambert at 859-2406 or mlambert@decaturil.gov.



RESOLUTION NO. R2026_____

**RESOLUTION AUTHORIZING EXECUTION OF A PROPERTY TAX
ABATEMENT AGREEMENT WITH NOTIS DEVELOPMENT LLC
FOR PROPERTY LOCATED AT 136 S DIPPER LANE**

WHEREAS, the City of Decatur, Illinois (the “City”) is a home rule unit of government under the Illinois Constitution; and

WHEREAS, NOTIS Development LLC (“Developer”) proposes to develop residential property located at 136 S Dipper Lane, Decatur, Illinois (the “Property”); and,

WHEREAS, the City desires to encourage residential development and investment within the community; and,

WHEREAS, the City has negotiated a Property Tax Abatement Agreement with Developer providing for abatement of the City’s portion of property taxes for a period of seven (7) years, beginning upon completion of the project as evidenced by issuance of a Certificate of Occupancy; and (ii) waiver of applicable building permit fees associated with redevelopment of the Property into residential dwelling units, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00); and,

WHEREAS, the City Council finds that entering into said Agreement is in the best interests of the City and promotes economic development.

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

Section 1. That the City Manager or Designee is hereby authorized to execute a Property Tax Abatement Agreement with NOTIS Development LLC. attached hereto.

Section 2. That this resolution shall be in full force and effect immediately upon its passage and approval.

PRESENTED and ADOPTED this 6th day of April 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM EUBANKS, DEPUTY CITY CLERK

AGREEMENT FOR PROPERTY TAX ABATEMENT

This Agreement (“Agreement”) is made and entered into by and between the City of Decatur, Illinois, a Illinois municipal corporation (“City”), and NOTIS Development LLC, an Illinois limited liability company, with a principal address of 175 Irons Rd, Congerville, IL 61729 (“Developer”).

RECITALS

- A. The City is a municipal corporation as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq.
- B. The City is a home rule unit under Article VII, Section 6(a) of the Illinois Constitution.
- C. The City seeks to encourage residential development and investment within its jurisdiction to promote economic growth, housing availability, and neighborhood revitalization.
- D. Developer owns and intends to develop certain real property commonly known as 136 S Dipper Lane, Decatur, Illinois (“Property”).
- E. Developer proposes to redevelop the Property through the renovation and adaptive reuse of the existing former nursing home facility into a multi-unit residential apartment complex consisting of approximately fourteen (14) dwelling units, together with related site improvements and amenities (the “Project”).
- F. The City is willing to provide a limited incentive in the form of an abatement of the City’s portion of real estate taxes, subject to the terms and conditions set forth herein.

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

- 1. The foregoing recitals are incorporated herein as fully stated as part of this Agreement.
- 2. This Agreement applies to the real property located at:

ADDRESS: 136 S Dipper Lane
PIN: 04-12-17-254-003

LEGAL DESCRIPTION: A Part of the Southwest Quarter of the Northeast Quarter of Section 17, Township 16 North Range 2 East of the Third Principal Meridian, described as follows:

Beginning at a point 454.7 feet South of the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 17; thence South 140 feet; thence North 89 degree 55 minutes East, a distance of 208.92 feet; thence North 140 feet; thence South 89 degrees 55 minutes West, a distance of 208.9 feet to the Point of Beginning; and 68.5 feet of even width off the North side of the following described tract:

Beginning at a point 386.2 feet South of the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 17, Township 16 North, Range 2 East of the Third Principal Meridian; thence South 208.5 feet, thence North 89 degrees 55 minutes East, a distance of 208.92 feet; thence North 208.92 feet; thence South 89 degrees 55 minutes West a distance of 208.92 feet to the Point of Beginning, all situated in Macon County, Illinois

3. The City agrees to abate 100% of the City's portion of real estate taxes assessed against the Property for a period of seven (7) years, subject to the conditions set forth herein.
4. The seven (7) year abatement period shall commence on January 1 of the tax year immediately following completion of the Project, as evidenced by the issuance of a Certificate of Occupancy (or equivalent approval) by the City of Decatur.
5. The abatement shall continue for seven (7) consecutive tax years as established and administered by the City. The City shall be responsible for tracking the abatement period and its expiration, and the abatement shall automatically terminate thereafter without further action by either party.
6. The City agrees to waive applicable building permit fees associated with the redevelopment of the Property into residential dwelling units, in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00), subject to the Project being completed in substantial accordance with plans approved by the City.
7. Developer agrees to:
 - A. Invest a minimum of One Million Two Hundred Thousand Dollars (\$1,200,000) in the purchase, remodeling, rehabilitation, and improvement of the Property to bring the building into service as a residential development. Owner shall provide documentation reasonably acceptable to the City verifying such investment upon request, including but not limited to construction contracts, invoices, or other financial records.

- B. Construct, rehabilitate, and maintain the Property in compliance with all applicable federal, state, and local laws, ordinances, and codes.
 - C. Maintain the Property in a safe, sanitary, and good condition, and not allow it to become a nuisance or code violation. Owner shall promptly comply with and fully abate any nuisance or code violation cited by the City within the timeframe specified in any applicable notice, citation, or enforcement action.
 - D. Owner shall ensure that the Property maintains a minimum occupancy rate of eleven (11) dwelling units subject to active, executed lease agreements, during the tax abatement period.
 - E. Provide periodic occupancy verification upon reasonable request by the City during the term of this Agreement.
8. If the Developer fails to complete the Project and obtain a Certificate of Occupancy within two (2) years of execution of this Agreement, or fails to maintain compliance with applicable laws or the terms of this Agreement, the City may, upon written notice, terminate this Agreement, and the tax abatement shall not take effect or shall cease, as applicable. In addition, in the event of such default, the Developer shall reimburse the City for any abated real estate taxes previously received pursuant to this Agreement.
9. This Agreement applies only to the City of Decatur's portion of real estate taxes. All other taxes, including but not limited to county, school district, and other taxing bodies, shall remain the responsibility of the Developer.
10. Developer shall not assign or transfer this Agreement without prior written consent of the City, which shall not be unreasonably withheld.
11. Notice given or required in this Agreement, or any addendum must be given in writing in one of the following forms:
- A. By certified mail, return receipt requested, properly addressed and all charges prepaid; or
 - B. By express delivery with charges prepaid and addressed to the appropriate party at the address set forth below.

All notices shall be deemed to have been received on the date of personal service or on the 3rd day following date postmarked. Notice must be served upon or addressed to the addresses listed below unless otherwise agreed to in writing. Notice by any other means is not valid.

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

Developer:
NOTIS Development LLC
175 Irons Road
Congerville, IL 61729

- 12. This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements.
- 13. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- 14. This Agreement shall become effective upon execution by both parties.

SIGNATURES:

CITY OF DECATUR, ILLINOIS

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

NOTIS DEVELOPMENT LLC

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

**Council Memo
Public Works Department
No. 2026-42**

DATE: 4/6/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing an Intergovernmental Agreement Between the City of Decatur and the Sanitary District of Decatur for the Brush College Road Lift Station Force Main City Project 2020-06

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest to an intergovernmental agreement between the City and the Sanitary District to upsize a force main owned by the District as part of the City's proposed Brush College Road lift station and force main project.

BACKGROUND:

A crucial component of the City's infrastructure to support development in the Rea's Bridge/Brush College area is the construction of a lift station and forcemain currently being designed by Clark Dietz Inc. The high flow expected requires the station's forcemain to extend to the Sanitary District's interceptor located in Woodford Street as shown on the location map. The City has been working with the District to utilize their existing easement between Woodford Street and their lift station at Damon Avenue/Dineen St. The project will increase the size of an existing District forcemain to handle the added flow from Brush College. Utilizing the District's easement and upsizing their forcemain requires an intergovernmental agreement. Once installed, the forcemain segment between Dineen and Woodford will be owned and maintained by the District.

The Sanitary District of Decatur Board approved the intergovernmental agreement at their March 18, 2026, meeting.

LEGAL REVIEW: The agreement was reviewed and approved by the Legal Dept.

PRIOR COUNCIL ACTION:

- **September 8, 2020** – Council approved Resolution No. 2020-118, approving a professional service agreement with Clark Dietz, Inc to complete a sanitary sewer service study for an unserved area around the intersection Brush College and Reas Bridge.
- **December 7, 2020** – Council approved Resolution No. 2020-172, authorizing a redevelopment agreement with Innovafeed that included the extension of City sewer to service the development site.
- **February 1, 2021** – Council approved Resolution No. 2021-09, approving a professional service agreement with Clark Dietz, Inc to complete Final Design Services for the Brush College and Reas Bridge Lift Station for a fee not to exceed \$180,859.
- **December 18, 2023** – Council approved Resolution No. 2023-279 authorizing a professional services agreement between the City of Decatur and Clark Dietz Inc. to provide final design engineering services for the Brush College Lift Station and Forcemain, for a fee not to exceed \$1,388,660.
- **February 2, 2026** – Council approved Resolution No. 2026-17 authorizing a Development Agreement between the City of Decatur and Broadwing Energy, LLC to provide funding for the extension water and sanitary sewer to the development.

- **February 2, 2026** – Council approved Resolution No. 2026-16 authorizing a professional services agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. to provide final design engineering services to extend a water main to Brush College, for a fee not to exceed \$1,004,597, to improve water capacity.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Sanitary District of Decatur; Clark Dietz, Inc.

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

SCHEDULE: Construction is currently expected to begin mid-2027 with completion in 2029.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed ownership of this portion of the forcemain by the Sanitary District will reduce overall maintenance costs for the City.

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

ATTACHMENTS:

1. 2026-42 Resolution Authorizing an Intergovernmental Agreement between the City of Decatur and the Sanitary District of Decatur for the Brush College R
2. 2026-42 Location Map

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DECATUR AND THE SANITARY DISTRICT OF
DECATUR FOR THE BRUSH COLLEGE ROAD LIFT STATION FORCEMAIN**

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

Section 1. That the Intergovernmental Agreement presented to the Council and attached hereto as Exhibit A, by and between the City of Decatur and the Sanitary District of Decatur to upsize a forcemain owned by the District, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor be, and is hereby, authorized and directed to sign, seal and attest said Intergovernmental Agreement on behalf of the City.

PRESENTED and ADOPTED this 6th day of April 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM EUBANKS, DEPUTY CITY CLERK

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2026, by and between the Sanitary District of Decatur, an Illinois unit of local government (the "District"), and the City of Decatur, a municipal corporation (the "City").

WHEREAS, the City wishes to construct a pump station on Brush College Road and an accompanying force main from the Brush College pump station to the District's northside interceptor located on North Woodford Street;

WHEREAS, as of the date of this Agreement, the northside interceptor has the reserve capacity to convey the estimated 5 million gallons per day of waste water proposed in planning the Brush College pump station;

WHEREAS, as of the date of this Agreement, the District maintains a 14-inch force main from the Damon Avenue pump station to the northside interceptor; and

WHEREAS, the 14-inch force main must be upsized to accommodate the Brush College pump station flow.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

1. The City will, at its sole cost and expense, complete all work and obtain all labor and materials to construct the pump station on Brush College Road, to construct the force main from the Brush College pump station to the District's northside interceptor, and to upsize the existing 14-inch force main from the Damon Avenue pump station to the northside interceptor (collectively, such work shall be defined herein as the "Project").

2. The City will, at its sole cost and expense, obtain all necessary easements, permits, and other approvals necessary to complete the Project. The District hereby grants the City and its agents and contractors a limited license to use the easements of the District included herewith as **Exhibit A** to complete the work necessary to upsize the existing 14-inch force main from the Damon Avenue pump station to the northside interceptor and for no other purpose. When using easements of the District, the City shall comply with all requirements of the "Grantee" set forth in the easements and shall perform all the responsibilities of the "Grantee" under those easements.

3. The City's force main design will incorporate a branch off of the force main into the Damon Ave pump station to assist with resiliency of the overall sewage conveyance system. Upon completion of the Project, the City shall own, operate, and maintain the Brush College pump station and the force main from the Brush College pump station up to and including the force main branch to the Damon Avenue pump station. Ownership of the upgraded force main downstream of the branch shall be automatically conveyed to the District upon completion of the Project, along with the responsibility to own, operate, and maintain the valving in, around, and upon the Damon Ave pump station property and the downstream force main..

4. Prior to beginning any work on the Project, the City will submit to the District for the District's review and approval all engineering, design plans and specifications related to the Project. All work performed and all materials obtained for the Project shall be in compliance with the engineering, design plans and specifications approved by the District.

5. The City shall indemnify, defend, and hold harmless the District from and against all claims, expenses, costs (including, without limitation, reasonable attorneys' fees), liabilities, losses, and damages to the extent caused by a breach of this Agreement by, or the negligence of, the City. The District shall indemnify, defend, and hold harmless the City from and against all claims, expenses, costs (including, without limitation, reasonable attorneys' fees), liabilities, losses, and damages to the extent caused by a breach of this Agreement by, or the negligence of, the District.

6. This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof and shall supersede any prior or contemporaneous arrangements as to such subject matter. The recitals on the first page of this Agreement are incorporated herein by this reference. Any amendment or modification of this Agreement shall be null and void unless it is in writing and signed by the parties hereto.

7. This Agreement may be executed in one or more counterparts and delivered electronically, by facsimile or other electronic means, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

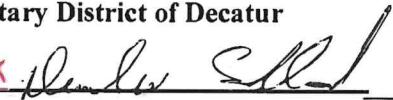
8. The City's assignment of this Agreement, or any right or obligation hereunder, shall be null and void unless the District provides its prior written consent.

9. In the event that any provision of this Agreement or any portion thereof is held to be invalid, illegal, or unenforceable, the offending provision or portion shall be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

10. This Agreement and all matters arising therefrom shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the Circuit Court of Macon County, Illinois which shall have exclusive jurisdiction to hear and decide any dispute, claim, or controversy arising out of or relating to this Agreement.

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

Sanitary District of Decatur

By: X 
Name: DANIEL SMALLWOOD
Title: President

City of Decatur

By: _____
Name: _____
Title: _____

ATTEST

By: X 
Name: Rob Jacobsen
Title: Clerk

By: _____
Name: _____
Title: _____

EXHIBIT A

EXHIBIT A

BRUSH COLLEGE LIFT STATION AND FORCE MAIN PROJECT
MJERT, LLC-3
PIN # 04-12-01-151-002

2025R-011320
FILED FOR RECORD IN
MACON COUNTY, ILLINOIS
MARY A. EATON, RECORDER
DATE RECORDED: 09/26/2025 10:30 AM
RHSP:
REC FEE: 53.00
PAGES: 4

GRANT OF PERMANENT UTILITY EASEMENT

MJERT, LLC-3, ("Grantor"), for and in consideration of \$10.00, the receipt and sufficiency of which Grantor hereby acknowledges, does convey and grant to the Sanitary District of Decatur ("Grantee"), its successors and assigns, a permanent and perpetual easement, 15 foot in width, for the purpose of laying, constructing, removing, replacing, inspecting, renewing, maintaining, repairing, using, operating, installing, and protecting underground utilities including sanitary sewer, water lines, manholes, junction boxes and other utilities and related appurtenances, said easement being shown on the attached exhibit, which exhibit is made a part of this Agreement, together with the right to construct, remove, replace, inspect, renew, maintain, repair, use, operate, protect, and install all necessary facilities incident to the utilities. The easement shall run on, under, over, and across the property described as follows:

A 15-foot-wide strip of land being part of the Southwest Quarter of the Northwest Quarter of Section 1, Township 16 North, Range 2 East of the Third Principal Meridian, City of Decatur, Macon County, Illinois and being more particularly described as follows:

Commencing at the northeast corner of said Southwest Quarter, thence South 00 degrees 25 minutes 31 seconds East (bearings assumed for description purposes only) along the east line of said Southwest Quarter, 160.62 feet to the Point of Beginning.

From said Point of Beginning, thence continuing South 00 degrees 25 minutes 31 seconds East along said east line, 18.96 feet to the intersection of said east line with the north line of an easement as recorded in Book 3293 at Page 310; thence North 52 degrees 43 minutes 41 seconds West along said north line, 37.58 feet; thence South 37 degrees 16 minutes 19 seconds West continuing along said north line, 47.74 feet to the intersection of said north line with the north line of a 20-foot-wide Sanitary Easement; thence South 87 degrees 51 minutes 12 seconds West along the north line of said Sanitary Easement, 19.42 feet; thence North 37 degrees 16 minutes 19 seconds East, 75.07 feet; thence South 52 degrees 43 minutes 41 seconds East, 40.98 feet to the Point of Beginning.

Said 15-foot-wide easement contains 0.035 acres (1510 square feet), more or less.

together with the perpetual right of access, ingress, and egress to and from the property herein described for the purpose aforesaid.

The easement, grants, and other provisions contained herein shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Without limiting the generality of the foregoing, it is expressly covenanted and agreed between the Grantor and the Grantee herein, and as covenants running with the land herein described, as follows:

(1) Neither Grantor, nor its successors, nor anyone acting under authority of Grantor or its successors shall interfere with Grantee's rights under this easement. Neither Grantor, nor its successors, nor anyone acting under authority of Grantor or its successors shall construct, set, place, or erect a permanent building or structure on said easement; provided however, the Grantor and its successors may use said strip of land for driveway, parking area, growing crops, fence, or lawn improvements, as long as such use does not damage the utilities, related appurtenances, and facilities, prohibit, restrict, or interfere with the use and purposes of said easement, or restrict or limit access by the Grantee for its use and purposes.

(2) The Grantee shall have the right and obligation to restore the surface of that part of the property herein described used for construction purposes to its original grade and to re-seed any disturbed areas which were used as lawns, pastures, and greenways at the time of this easement.

(3) Any landscape feature or other improvement not inconsistent with this easement which was located on the area covered by this easement, but which is moved or disturbed during construction, shall be restored as nearly as possible to its condition immediately prior to construction, at the expense of the Grantee.

(4) The Grantee shall make reasonable effort to preserve any trees, shrubbery, or other items of landscaping during construction, but the Grantee shall have the right to remove, without obligation to replace, trees and shrubbery within the area covered by the easement where such removal is reasonably necessary to the economical construction, reconstruction, or repair of any utilities, related appurtenances, or facilities, or for the access of equipment.

(5) Grantee shall indemnify and save Grantor harmless from any loss, damage, or injury to person or property arising out of the Grantee's operations hereunder, except such as may directly result from the negligence or willful misconduct of Grantor.

(6) Grantee may allow third-parties to access and use the property described herein for the same purposes and to the same extent as Grantee itself may access and use the property.

(7) Notwithstanding the description contained herein, the easements granted hereby shall only extend to so much of the property described herein as is owned by the Grantor. Further, the easements granted hereby are under and subject to any existing easement, right of way, reservation, restriction or other defect in the title of record on Grantors property.

(8) This Agreement contains all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, shall be deemed to exist.

Dated this 18 day of JUNY A.D., 20 25.

MJERT, LLC-3

By: [Signature]

Signature

Its: MANAGER

Title

STATE OF Illinois)
) SS
COUNTY OF Macou)

I, Terry L. Tappenbeck, a Notary Public in and for said County and State,
do hereby certify that Joseph M. Devereaux

_____ who is (are) personally known to me to be the
same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me
this day in person, and acknowledged that he/she(they) signed, sealed, and delivered the said
instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18 day of July, 2025.



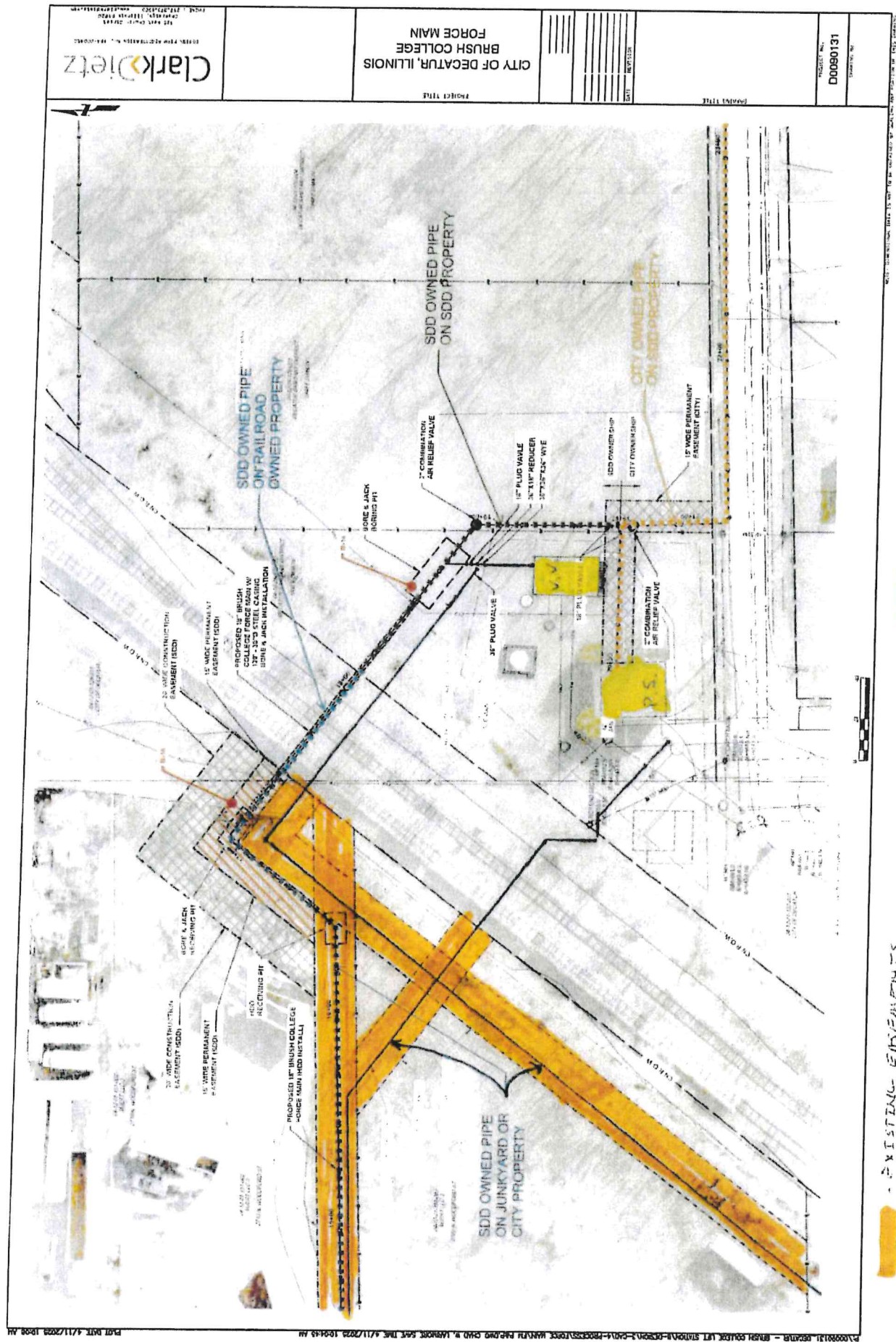
_____(SEAL)

This document, consisting of three
pages, was prepared by:

TWM Engineering
& Geospatial Services
2905 N. Main St., Suite A
Decatur, IL 62526

Return to:

Sanitary District of Decatur
Attn: Don Miller
501 Dipper Lane
Decatur, IL. 62522



BRUSH COLLEGE LIFT STATION AND FORCE MAIN PROJECT
MJERT, LLC-3
PIN # 04-12-01-151-002

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

MJERT, LLC-3, ("Grantor"), for and in consideration of \$10.00, the receipt and sufficiency of which Grantor hereby acknowledges, does convey and grant to the Sanitary District of Decatur ("Grantee"), its successors and assigns, a temporary construction easement, 20 foot in width, for the purpose of laying, constructing, removing, replacing, inspecting, renewing, maintaining, repairing, using, operating, installing, and protecting underground utilities including sanitary sewer, water lines, manholes, junction boxes and other utilities and related appurtenances, said easement being shown on the attached exhibit, which exhibit is made a part of this Agreement, together with the right to construct, remove, replace, inspect, renew, maintain, repair, use, operate, protect, and install all necessary facilities incident to the utilities. The easement shall run on, under, over, and across the property described as follows:

A 20-foot-wide strip of land being part of the Southwest Quarter of the Northwest Quarter of Section 1, Township 16 North, Range 2 East of the Third Principal Meridian, City of Decatur, Macon County, Illinois.

Said TEMPORARY CONSTRUCTION EASEMENT being more particularly described as follows:

Commencing at the northeast corner of said Southwest Quarter, thence South 00 degrees 25 minutes 31 seconds East (bearings assumed for description purposes only) along the east line of said Southwest Quarter, 160.62 feet to the Point of Beginning.

From said Point of Beginning, thence North 52 degrees 43 minutes 41 seconds West, 40.98 feet; thence South 37 degrees 16 minutes 19 seconds West, 75.03 feet; thence South 87 degrees 52 minutes 54 seconds West, 25.88 feet; thence North 37 degrees 16 minutes 19 seconds East, 111.46 feet; thence South 52 degrees 43 minutes 41 seconds East, 45.53 feet to a point on said East line; thence South 00 degrees 25 minutes 31 seconds East along said East line, 25.28 feet to the Point of Beginning.

Said 20-foot-wide easement contains 0.06 acres (2,730 square feet), more or less.

together with the perpetual right of access, ingress, and egress to and from the property herein described for the purpose aforesaid.

The easement, grants, and other provisions contained herein shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. Without limiting the generality of the foregoing, it is expressly covenanted and agreed between the Grantor and the Grantee herein, and as covenants running with the land herein described, as follows:

(1) Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premise may not interfere with Grantee's use of the premises for the purposes herein described.

(2) The Grantee shall have the right and obligation to restore the surface of that part of the property herein described used for construction purposes to its original grade and to re-seed any disturbed areas which were used as lawns, pastures, and greenways at the time of this easement.

(3) Any landscape feature or other improvement not inconsistent with this easement which was located on the area covered by this easement, but which is moved or disturbed during construction, shall be restored as nearly as possible to its condition immediately prior to construction, at the expense of the Grantee.

(4) The Grantee shall make reasonable effort to preserve any trees, shrubbery, or other items of landscaping during construction, but the Grantee shall have the right to remove, without obligation to replace, trees and shrubbery within the area covered by the easement where such removal is reasonably necessary to the economical construction, reconstruction, or repair of any utilities, related appurtenances, or facilities, or for the access of equipment.

(5) Grantee shall indemnify and save Grantor harmless from any loss, damage, or injury to person or property arising out of the Grantee's operations hereunder, except such as may directly result from the negligence or willful misconduct of Grantor.

(6) Grantee may allow third-parties to access and use the property described herein for the same purposes and to the same extent as Grantee itself may access and use the property.

(7) Notwithstanding the description contained herein, the easements granted hereby shall only extend to so much of the property described herein as is owned by the Grantor.

(8) This Agreement contains all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, shall be deemed to exist. This Temporary Construction Easement shall terminate upon completion and acceptance of the utilities, but no later than December 31, 2027.

Dated this 18 day of July A.D., 20 25.

MJERT, LLC-3

By: _____

Signature

Its: _____

Title

STATE OF Illinois)
) SS
COUNTY OF Macou)

I, Terry L. Tappenbeck, a Notary Public in and for said County and State,
do hereby certify that Joseph M. Devereux
_____ who is (are) personally known to me to be the
same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me
this day in person, and acknowledged that he/she(they) signed, sealed, and delivered the said
instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 18 day of July, 20 25.



_____(SEAL)

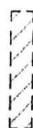
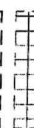
This document, consisting of four
pages, was prepared by:

TWM Engineering
& Geospatial Services
2905 N. Main St., Suite A
Decatur, IL 62526

Return to:

Don Miller
Attn: Don Miller
501 Dipper Lane
Decatur, IL. 62522

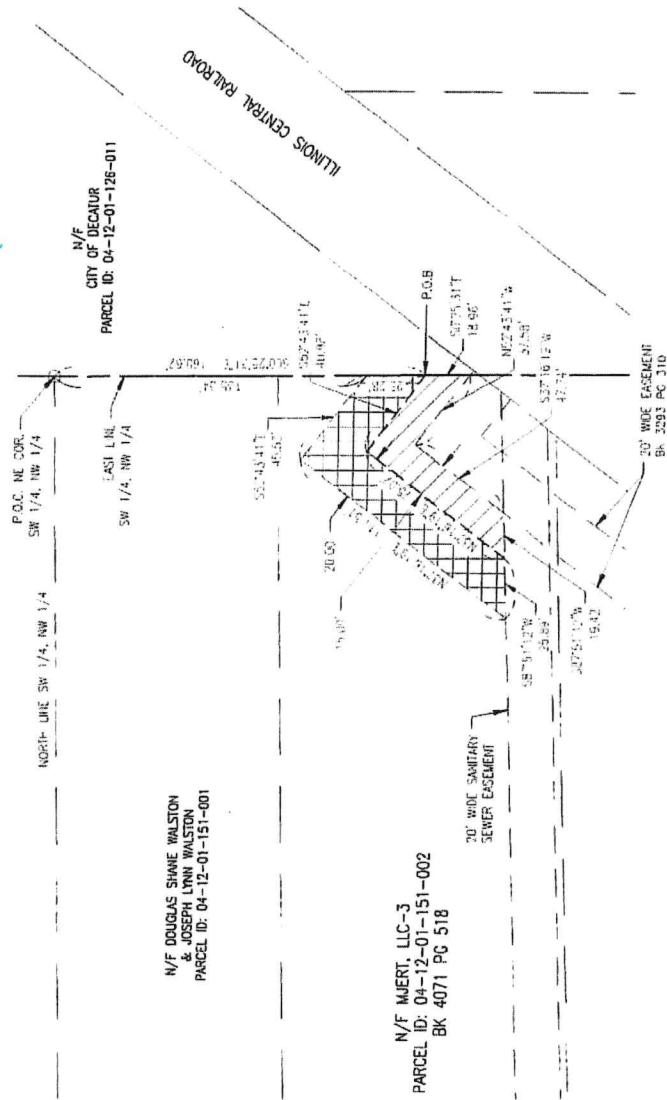
LEGEND

- 
 ROW ROAD FOUND
- 
 PROP PERMANENT EASEMENT AREA
- 
 PROP TEMPORARY EASEMENT AREA
- 
 Right of Way Line
- 
 Quarter-Quarter Section Line
- 
 Easement Line
- 
 Prop Permanent Easement Line
- 
 Prop Temporary Easement Line

GENERAL NOTES:

- 1.) THIS SURVEY IS ONLY VALID TO THOSE WHO IT IS ORIGINALLY CERTIFIED TO. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS WITHOUT WRITTEN AUTHORIZATION FROM THOUVENOT, WADE & MOERCHEN, INC.
 - 2.) ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS, ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN.
 - 3.) BASIS OF BEARINGS AND COORDINATES: ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GROUND (HORIZONTAL) VALUES, AND REFERENCED TO ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE.
- LINEAR UNIT: US SURVEY FEET (SFT)
 GEODETIC DATUM: NAD 83 (2011)
 VERTICAL DATUM: NAVD 88 (GEOID 18)
 PROJECT LOCATION:
 LATITUDE: 38°52'48.298597N NORTHING: 1170762.453 SFT
 LONGITUDE: 88°45'02.607287W EASTING: 520336.398 SFT
 HEIGHT: 588.24 SFT
 ELEV: 674.07 SFT
 CURVE SCALE FACTOR: 1.0000214000
- 4.) FIELD WORK COMPLETED ON JULY 10, 2024

PART OF THE SOUTHWEST 1/4 OF THE
 NORTHWEST 1/4 OF SECTION 1, TOWNSHIP
 16 NORTH, RANGE 2 EAST, 3RD PRINCIPAL
 MERIDIAN, MACON COUNTY, ILLINOIS





**CONSULTING ENGINEERING
GEOSPATIAL SERVICES**

ILLINOIS
SWANSEA
GLASGOW
PEORIA
MASSACHUSETTS
ST. CHARLES
ST. LOUIS
COLUMBIA
INDIANA
KANSAS
MISSOURI
NEBRASKA
OHIO
PENNSYLVANIA
SOUTH CAROLINA
Tennessee
VIRGINIA
WEST VIRGINIA
WISCONSIN
MISSOURI
KANSAS
ILLINOIS
INDIANA
OHIO
PENNSYLVANIA
SOUTH CAROLINA
Tennessee
VIRGINIA
WEST VIRGINIA
WISCONSIN

**THOUVENOT, WADE
& MOERCHEN, INC.**

REGIONAL OFFICE
3801 N. MAPLE AVE
DECATUR, ILLINOIS 62521
TEL: 617-617-7382
WWW.TWM-INC.COM

PROJECT
BRUSH COLLEGE EASEMENTS

TITLE
EXHIBIT 3

SHEET 1 OF 1

LEGEND

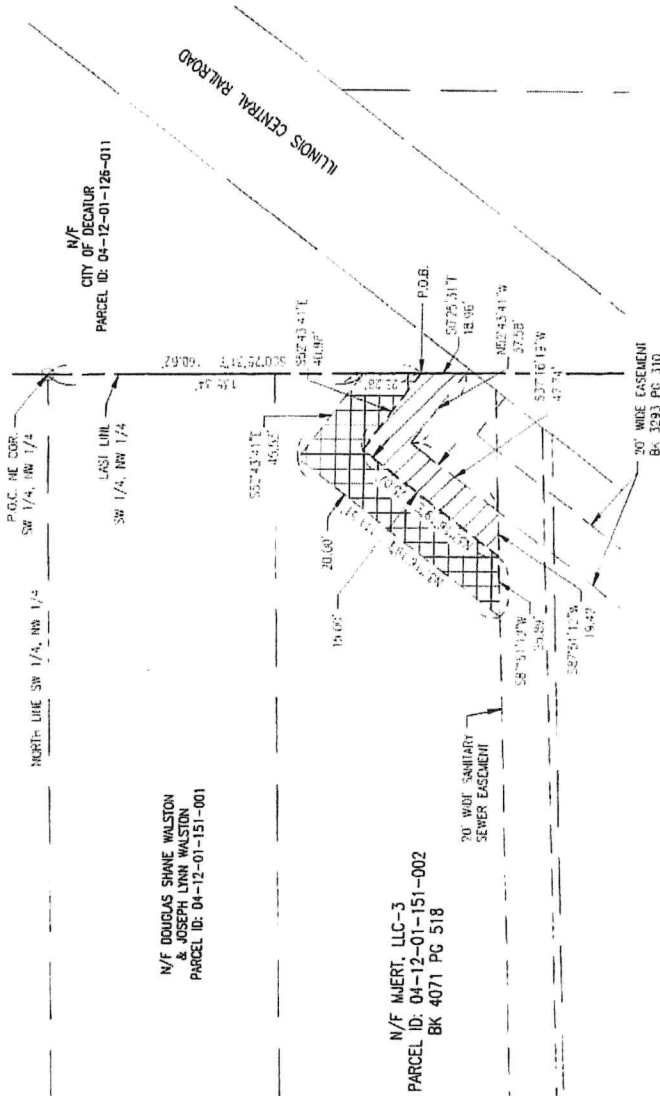
- ROAD FOUND
- PROPOSED PERMANENT EASEMENT AREA
- PROPOSED TEMPORARY EASEMENT AREA
- RIGHT OF WAY LINE
- QUARTER-QUARTER SECTION LINE
- EXIST PERMANENT EASEMENT LINE
- PROPOSED PERMANENT EASEMENT LINE
- PROPOSED TEMPORARY EASEMENT LINE

GENERAL NOTES

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 - ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN.
 - BASIS OF BEARINGS AND COORDINATES: ALL DISTANCES AND COORDINATES SHOWN HEREON ARE GROUND (GHD SCALED) VALUES, ALSO REFERENCED TO ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE.
- LINEAR UNIT: US SURVEY FEET (SFT)
 GEODETIC DATUM: NAD 83 (2011)
 VERTICAL DATUM: MAND 88 (CEOD 18)
 PROJECT LOCATION:
 LATITUDE: 38°52'48.29849"N NORTHING: 1170762.457 SFT
 LONGITUDE: 88°55'02.60778"W EASTING: 520336.380 SFT
 HEIGHT: 508.24 SFT
 ELEV: 674.07 SFT
 CURVE SCALE FACTOR: 1.0000214280

4.) FIELD WORK COMPLETED ON JULY 10, 2024

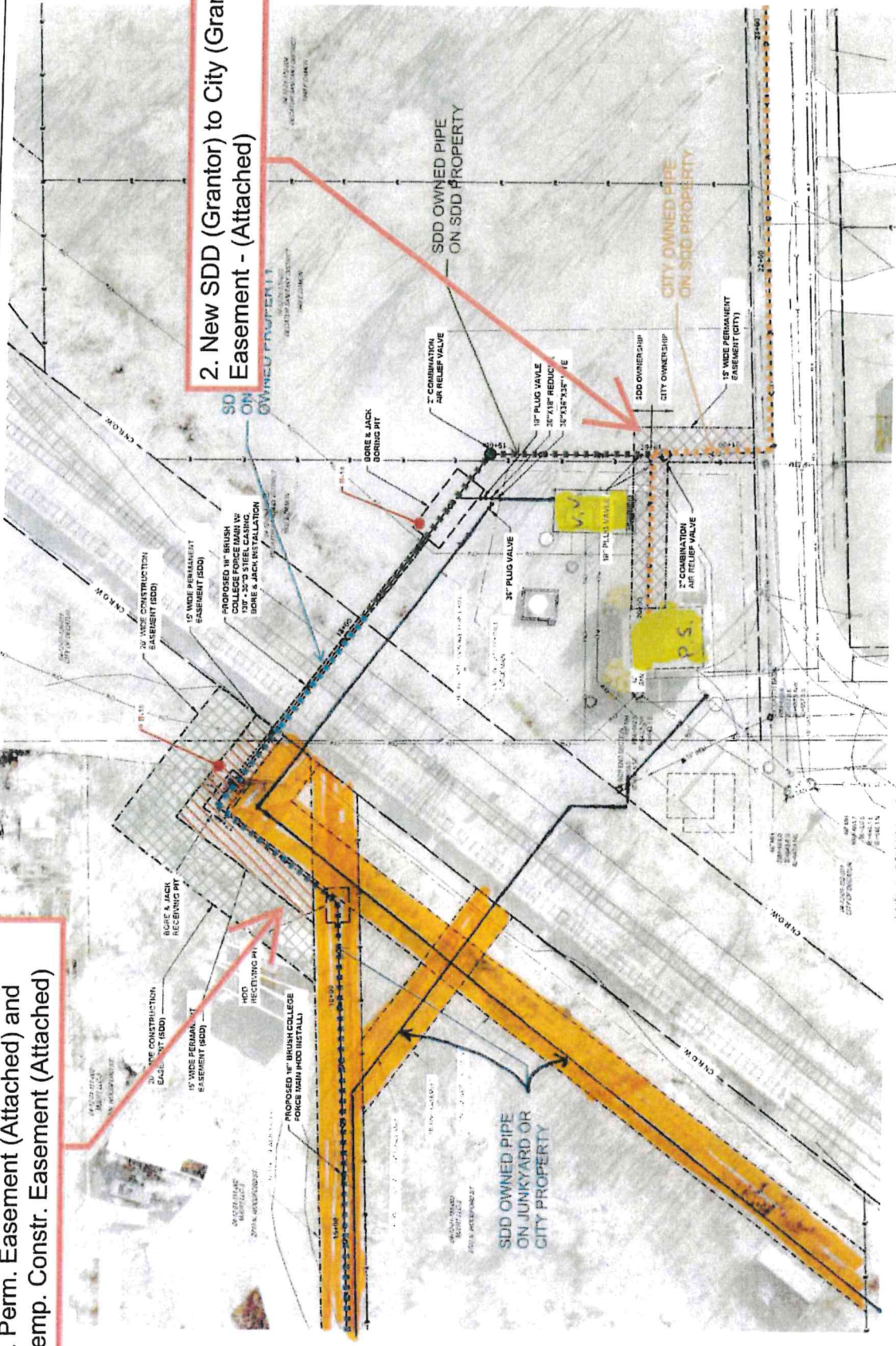
PART OF THE SOUTHWEST 1/4 OF THE
 NORTHWEST 1/4 OF SECTION 1, TOWNSHIP
 16 NORTH, RANGE 2 EAST, 3RD PRINCIPAL
 MERIDIAN, MACON COUNTY, ILLINOIS



THIS IS NOT A PLAT OF SURVEY

1. Perm. Easement (Attached) and Temp. Constr. Easement (Attached)

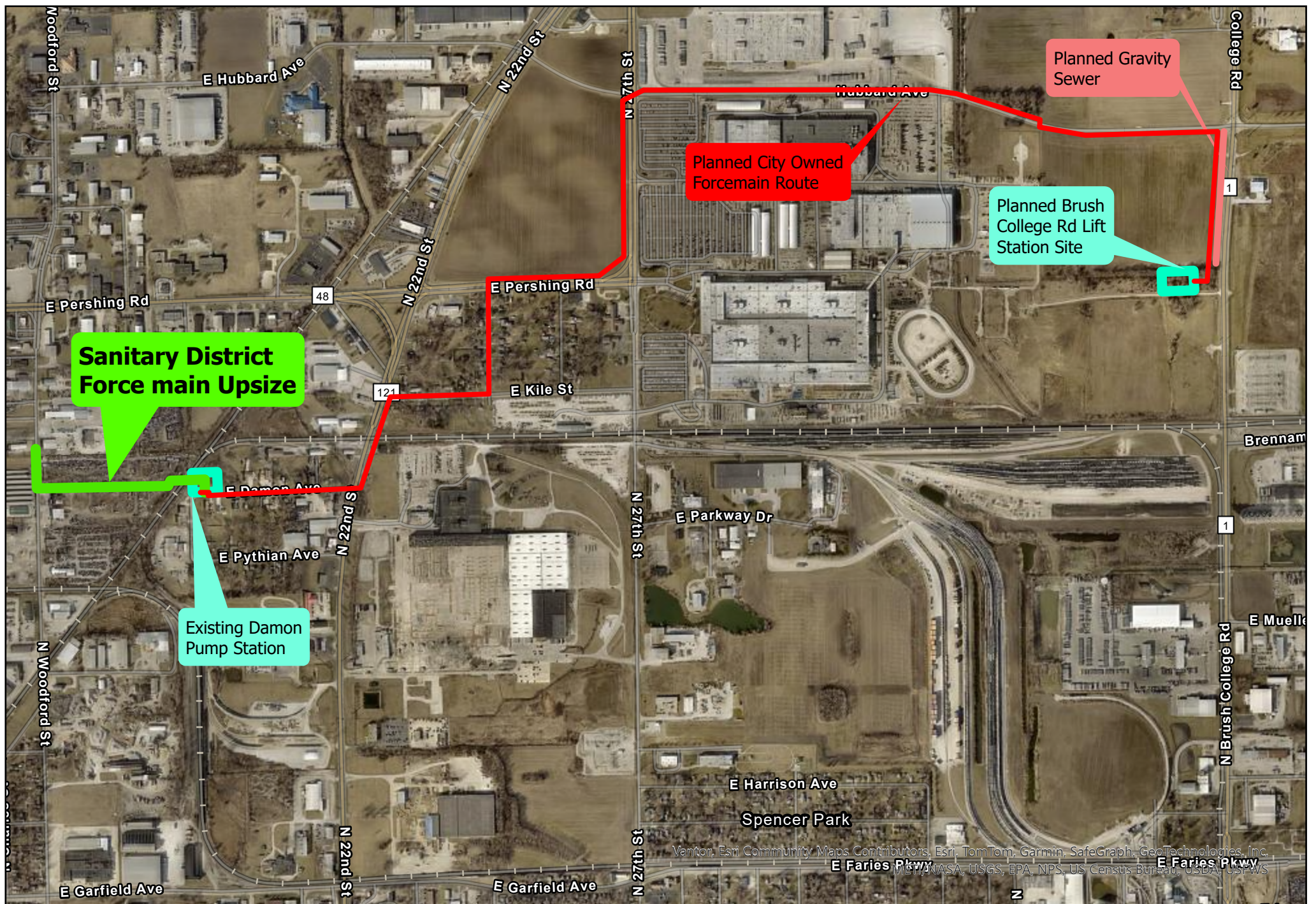
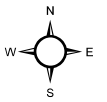
2. New SDD (Grantor) to City (Grantee) Easement - (Attached)



- EXISTING EASEMENTS
- PROPOSED NEW 15' PERMANENT EASEMENT
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- Pump Station & Valve Vault



Brush College Road Lift Station, CP 2020-06 Location Map



Council Memo
Public Works Department
No. 2026-41

DATE: 4/6/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing and Heating Company, Inc. for the Northeast Water Main Extension – Boyd Rd to North of Cundiff Rd, City Project 2025-13

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached resolutions approving the following:

1. A contract in the amount of \$2,081,975 for the Northeast Water Main Extension – Boyd to North of Cundiff Rd, City Project 2025-13, with Burdick Plumbing and Heating Company, Inc. as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest. Attachments to the Resolution include all contract documents except for standard “boilerplate” language and project specific drawings and specifications, general conditions, and standard provisions, common to all City Contracts. Anyone wishing to review the full set of contract documents may obtain copies from the City Clerk.
2. A professional services agreement with Clark Dietz, Inc., to provide construction engineering services for the Northeast Water Main Extension, City Project 2025-13, for a fee not to exceed \$90,700.

BACKGROUND:

Illinois Department of Commerce and Economic Opportunity Grant

The City entered into intergovernmental agreements in 2025 with the Illinois Department of Commerce and Economic Opportunity (DCEO) notified the for two site readiness grants aimed at assisting development on the northeast area of the City:

1. Planning Grant – A \$149,000 grant was awarded to perform preliminary engineering for a possible pipeline extending from the City’s DeWitt Wellfield to the northeast side of the City.
2. Construction Grant – A \$2.918 million grant was awarded to fund a large portion of extending a City watermain north of I-72 west of Illinois Rt. 48 to provide potable water for potential development in that general area.

Northeast Water Main Extension

The distribution system master plan calls for a 12” loop from the existing watermain at Commercial Crossing/Rt 48 to Hickory Pt. Rd/Rt51 to serve the area north of Interstate 72. The project will construct a new watermain from the Commercial Crossing/Rt 48 to Brush College Rd north of Cundiff Rd (see attached location

map). The extension will service the greenfield sites that are north of Cundiff Road and can provide water to the unserved developed area south of Cundiff Road. The sites are currently identified for development in the Intersect Illinois EDC system.

Project Bid Review

The project plans and specifications were prepared by Clark Dietz, Inc and advertised by the Engineering Division. The project was advertised on February 25, 2026, and bids were opened on March 25, 2026. The results for the letting are as follows:

<u>Bidder</u>	Base Bid Price	Compared to Engineer's Est. <u>Over (-Under)</u>
Burdick Plumbing and Heating Company	\$2,081,975.00	-17.0%
Twin Lakes Civil Construction	\$2,198,765.00	-12.3%
Schomburg and Schomburg Construction	\$2,430,997.45	-3.0%
Fuetz Contractors, Inc	\$2,836,701.00	13.2%
Engineer's Estimate	\$2,507,100.00	-----

Burdick Plumbing and Heating Company provided the lowest, qualified bid at 17% below the Engineer's Estimate. Their bid proposal has been reviewed by staff and Clark Dietz and has been found to be responsible and responsive. Staff recommends that the City Council approve a contract with Burdick Plumbing and Heating Company, Inc., to perform the project.

Minority Participation

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

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

Subcontracting is not required for a City project. Burdick Plumbing & Heating Company, Inc. will self-perform an estimated 81% of the contract and subcontract 19% for asphalt, landscaping, boring, layout and trucking. Burdick Plumbing & Heating Company, Inc. provided documentation that they will exceed the City's goals with 6% subcontracting for trucking, seeding and excavation and 20% for the purchase of goods, materials or equipment.

Construction Engineering Services Agreement

The scope of services proposed by Clark Dietz to assist in construction oversight includes the following tasks:

1. Project administration
2. Contractor coordination meetings
3. Shop drawing review and requests for information assistance
4. Field observation assistance
5. Testing
6. Prepare record drawings

The total fee is not to exceed \$90,700 and is covered within the grant.

The total grant award for design, construction and construction engineering is 2,918,000. The total estimated cost is 2,312,457 which is under the grant award amount. The grant is a 25% match by the City for costs up to the maximum amount.

The work will begin immediately, with all work estimated to be substantially complete by December 31, 2026 with all restoration to be completed by June 1, 2027.

LEGAL REVIEW: The project plans and specifications were approved by the Legal Department on February 10, 2026.

PRIOR COUNCIL ACTION:

June 2, 2025 – City Council approved R2025-198 approving Intergovernmental Agreement with Illinois DCEO for a site readiness planning grant for \$149,000 for the Dewitt Wellfield Pipeline.

June 16, 2025 – City Council approved R2025-211 approving a professional Services Agreement with Burns and McDonnell Engineering Company for engineering services for the Dewett Wellfield Pipeline, C.P. 2023-11, for \$235,600.

September 15, 2025 – City Council approved R2025-274 approving Intergovernmental Agreement with Illinois DCEO for a site readiness planning grant for \$2,918,000 for the Northeast Water Main Extension.

September 15, 2025 – City Council approved R2025-275 approving a professional Services Agreement with Clark Dietz for engineering services for the Northeast Water Main Extension, C.P. 2025-13, for \$139,800.

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

INPUT FROM OTHER SOURCES:

The Illinois Department of Commerce and Economic Opportunity and Clark Dietz Inc.

STAFF REFERENCE: Matt Newell and Paul Caswell, Matt will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The full funding allocation for this project was inadvertently left out of the approved 2026 capital budget. It is anticipated that an additional \$1.5 million will be needed to cover the project in 2026, most of which is being reimbursed by the DCEO grant. Due to extensive material delivery times, planned electrical improvements at the South Water Treatment Plant are expected to spend less than half of its \$13.5 million allocation in 2026. This will free up more than sufficient funds in the Water Capital Fund (Fund 81) for the increased expenditure.

It is expected that this project will be 75% reimbursed by the Illinois DCEO. The total costs are as follows; design engineering services (\$139,800), construction (\$2,081,975) and construction engineering services (\$90,700).

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

This memorandum was prepared by Paul Caswell, P.E.

ATTACHMENTS:

1. 2026-41 Resolution Award Northeast Water Main Extension Project w Exhibit A
2. 2026-41 Council Bid Tab CP2025-13 03.26.2026
3. 2026-41 2025-13 NorthEast WM Bid Evaluation Letter
4. 2026-41 Minority Business Enterprise Utilization
5. 2026-41 Location Map

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH BURDICK PLUMBING & HEATING COMPANY, INC.
FOR THE NORTHEAST WATER MAIN EXTENSION PROJECT – BOYD ROAD
TO NORTH OF CUNDIFF ROAD , CITY PROJECT 2025-13**

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

Section 1. That the tabulation of bids received for City Project 2025-13, Northeast Water Main Extension Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Burdick Plumbing & Heating Company, Inc., in the amount of \$2,081,975 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Burdick Plumbing Heating Company, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$2,081,975.

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

PRESENTED and ADOPTED this 6th day of April, 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Eubanks, Deputy City Clerk

CONTRACT

THIS CONTRACT, made and entered into this 6th day of April, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Burdick Plumbing & Heating Co., Inc. hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with "***NORTHEAST WATER MAIN EXTENSION PROJECT, City Project 2025-13***", all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. ***The Completion Date for this project is June 1, 2027. The Contractor shall complete all work subject to the date on or before the specified date. Substantial Completion including all pipe work, pavement, and seeding and restoration south of I-72 shall be completed by December 31, 2026.***
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	Special Provisions
Information for Bidders	Project Drawings
Bid Proposal	Standard Drawings
Non-Collusion Affidavit	Special Conditions
Contract (This Instrument)	General Conditions
Contract Change Orders	Supplemental Specifications
Performance Bond (required for contracts greater than \$150,000)	Standard Specifications
Addenda #1 dated 03.09.2026 & #2 dated 03.20.2026	Appendices

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

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

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

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

DEPUTY CITY CLERK

By _____
MAYOR

BURDICK PLUMBING & HEATING CO., INC.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



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

Project: NORTHEAST WATER MAIN EXTENSION PROJECT
Project Number: 2025-13

We, Burdick Plumbing & Heating Co., Inc.

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

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of
Two Million, Eighty-One Thousand, Nine Hundred Seventy-Five & 00/100 -----

----- Dollars (\$2,081,975.00), lawful money of
United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our
heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this
instrument.

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

_____ (Company Name)	_____ (Company Name)
By: _____ (Signature & Title)	By: _____ (Signature & Title)
Attest: _____ (Signature & Title)	Attest: _____ (Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

(Insert names of individuals signing on behalf or PRINCIPAL)

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

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

My commission expires _____

Notary Public (SEAL)

SURETY

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

STATE OF ILLINOIS,

(SEAL)

COUNTY OF _____

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

(Insert names of individuals signing on behalf or SURETY)

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

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

My commission expires _____

Notary Public (SEAL)

CITY OF DECATUR

Approved this 6th day of April, A.D. 2026

Attest:

_____ Kim Eubanks, Deputy City Clerk	_____ City Council _____ City of Decatur, Illinois _____ Julie Moore Wolfe, Mayor
---	--

RETURN WITH BID

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

**NORTHEAST WATER MAIN EXTENSION PROJECT
CITY PROJECT 2025-13**

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

BASE BID

WORK ITEM	IDOT PAY CODE	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	X5610024	6 INCH POLYWRAPPED D.I.P. WATER MAIN, RESTRAINED JOINT	Feet	140	\$102 ⁰⁰ =	\$14,280 ⁰⁰ =
2	56103300	12 INCH POLYWRAPPED D.I.P. WATER MAIN	Feet	3700	\$121 ⁰⁰ =	\$447,700 ⁰⁰ =
3	X5610912	12 INCH POLYWRAPPED D.I.P. WATER MAIN, RESTRAINED JOINT	Feet	2620	\$138 ⁰⁰ =	\$361,560 ⁰⁰ =
4	X0327368	STEEL CASING PIPE, BORED AND JACKED, 30 INCH	Feet	260	\$1,100 ⁰⁰ =	\$286,000 ⁰⁰ =
5	X0327367	PREPARATION OF EXISTING STEEL CASING PIPE FOR WATER MAIN CONSTRUCTION	Lump Sum	1	\$20,000 ⁰⁰ =	\$20,000 ⁰⁰ =
6	X1200002	PVC CASING PIPE, OPEN CUT, 18 INCH	Feet	30	\$187 ⁰⁰ =	\$5,610 ⁰⁰ =
7	542D0217	PIPE CULVERTS, CLASS D, TYPE 1, 12 INCH	Feet	10	\$140 ⁰⁰ =	\$1,400 ⁰⁰ =
8	542D0223	PIPE CULVERTS, CLASS D, TYPE 1, 18 INCH	Feet	10	\$160 ⁰⁰ =	\$1,600 ⁰⁰ =
9	X0327423	CONNECTION TO EXISTING CULVERT	Ea	2	\$1,500 ⁰⁰ =	\$3,000 ⁰⁰ =
10	X5630716	16 INCH CONNECTION TO EXISTING WATER MAIN	Ea	1	\$6,500 ⁰⁰ =	\$6,500 ⁰⁰ =
11	56105200	12 INCH VALVE, MJ WITH VALVE BOX	Ea	14	\$5,300 ⁰⁰ =	\$74,200 ⁰⁰ =
12	56109424	12 INCH 45 DEGREE BENDS, MJ	Ea	11	\$1,800 ⁰⁰ =	\$19,800 ⁰⁰ =
13	56109412	12 INCH 22.5 DEGREE BENDS, MJ	Ea	1	\$1,800 ⁰⁰ =	\$1,800 ⁰⁰ =
14	56109404	12 INCH 11.25 DEGREE BENDS, MJ	Ea	3	\$1,800 ⁰⁰ =	\$5,400 ⁰⁰ =
15	56100065	12 INCH X 12 INCH X 12 INCH TEE, MJ	Ea	2	\$2,400 ⁰⁰ =	\$4,800 ⁰⁰ =
16	56100050	12 INCH X 12 INCH X 6 INCH TEE, MJ	Ea	13	\$2,200 ⁰⁰ =	\$28,600 ⁰⁰ =
17	X0324930	12 INCH SLEEVE, MJ	Ea	1	\$1,800 ⁰⁰ =	\$1,800 ⁰⁰ =
18	56400620	2 INCH FLUSHING VALVE	Ea	1	\$15,000 ⁰⁰ =	\$15,000 ⁰⁰ =
19	56104900	6 INCH VALVE, MJ WITH VALVE BOX	Ea	13	\$2,000 ⁰⁰ =	\$26,000 ⁰⁰ =
20	56109418	6 INCH 45 DEGREE BENDS, MJ	Ea	1	\$600 ⁰⁰ =	\$600 ⁰⁰ =
21	X1200020	6 INCH SLEEVE, MJ	Ea	1	\$700 ⁰⁰ =	\$700 ⁰⁰ =
22	56101166	16 INCH X 12 INCH REDUCER, MJ	Ea	1	\$2,000 ⁰⁰ =	\$2,000 ⁰⁰ =
23	X0100017	6 INCH ANCHOR COUPLING	Ea	1	\$800 ⁰⁰ =	\$800 ⁰⁰ =

RETURN WITH BID

24	56400602	6 INCH OFFSET NIPPLE	Ea	1	\$1,500 ⁼⁼	\$1,500 ⁼⁼
25	X326749A	1 INCH TEST TAPS	Ea	8	\$1,250 ⁼⁼	\$10,000 ⁼⁼
26	56400600	FIRE HYDRANT, 4.5' BURY	Ea	13	\$6,300 ⁼⁼	\$81,900 ⁼⁼
27	56400610	FIRE HYDRANT, 5.5' BURY	Ea	1	\$6,800 ⁼⁼	\$6,800 ⁼⁼
28	20800150	TRENCH BACKFILL	Cu Yds	2,200	\$80 ⁼⁼	\$176,000 ⁼⁼
29	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	Cu Yds	50	\$35 ⁼⁼	\$1,750 ⁼⁼
30	44213200	PAVEMENT SAW CUTS	Feet	3,300	\$8 ⁼⁼	\$26,400 ⁼⁼
31	44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	Feet	10	\$160 ⁼⁼	\$1,600 ⁼⁼
32	59300100	CONTROLLED LOW STRENGTH MATERIAL	Cu Yds	50	\$175 ⁼⁼	\$8,750 ⁼⁼
33	44201713	CLASS D PATCHES, 6 INCH PAVEMENT (HMA)	Sq Yds	800	\$130 ⁼⁼	\$104,000 ⁼⁼
34	44200929	CLASS B PATCHES, 8 INCH PAVEMENT (PCC)	Sq Yds	50	\$250 ⁼⁼	\$12,500 ⁼⁼
35	XX006520	AGGREGATE DRIVEWAY, 6 INCH	Sq Yds	50	\$35 ⁼⁼	\$1,750 ⁼⁼
36	28000400	TEMPORARY EROSION CONTROL, PERIMETER BARRIER	Feet	200	\$5 ⁼⁼	\$1,000 ⁼⁼
37	25000210	SEEDING	Acre	1.25	\$7,500 ⁼⁼	\$9,375 ⁼⁼
38	25100115	MULCH, METHOD 2 (2 Tons/acre)	Tons	3	\$2,500 ⁼⁼	\$7,500 ⁼⁼
39	X0327678	EXPLORATION EXCAVATIONS	Ea	1	\$2,000 ⁼⁼	\$2,000 ⁼⁼
40	Z0013798	CONSTRUCTION LAYOUT	Ea	1	\$10,000 ⁼⁼	\$10,000 ⁼⁼
41	70100010	TRAFFIC CONTROL	Lump Sum	1	\$15,000 ⁼⁼	\$15,000 ⁼⁼
42	67100100	MOBILIZATION	Lump Sum	1	\$75,000 ⁼⁼	\$75,000 ⁼⁼
43	Z0090000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	\$200,000	\$200,000 ⁼⁼

TOTAL BASE BID \$2,081,975.00

TOTAL BASE BID IN WORDS

TWO MILLION EIGHTY ONE THOUSAND NINE HUNDRED SEVENTY-FIVE AND ⁰⁰/₁₀₀

PROJECT NUMBER: 2025-13 PROJECT NAME: Northeast Water Main Extension Project BID DATE: 3/25/2026 TIME: 11:00a.m. FUND: Water Non Lake Capital ORGANIZATION CODE: 81808118 OBJECT CODE: 497000				Engineer's Estimate City Engineering Division		Burdick Plumbing & Heating Co., Inc P.O. Box 496 Decatur, IL 62525 Douglas W. Burdick President doug@burdickplumbing.com 217-429-2385		DBA Twin Lakes Civil Construction 3804 N. Cunningham Suite A Urbana, IL 61802 Ryan Donaldson President Evan Donaldson evan@twinlakesfireservice.com 217-379-7106		Schomburg & Schomburg Construction Inc. 923 N. Collett St. Danville, IL 61832 Julie Buesing President Butch Buesing Bbuesing@schomburginc.com 217-442-3002		Fuetz Contractors, Inc. 1120 N. Main St. P.O. Box 130 Paris, IL 61944 John S. Blair President J. Steve Blair fuetz_shared@fuetzcontractors.com 217-465-8402	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
X5610024	6 INCH POLYWRAPPED D.I.P. WATER MAIN, RESTRAINED JOINT	140	Feet	\$120.00	\$16,800.00	\$102.00	\$14,280.00	\$105.00	\$14,700.00	\$114.60	\$16,044.00	\$165.00	\$23,100.00
56103300	12 INCH POLYWRAPPED D.I.P. WATER MAIN	3700	Feet	\$150.00	\$555,000.00	\$121.00	\$447,700.00	\$135.00	\$499,500.00	\$142.17	\$526,029.00	\$189.00	\$699,300.00
X5610912	12 INCH POLYWRAPPED D.I.P. WATER MAIN, RESTRAINED JOINT	2620	Feet	\$170.00	\$445,400.00	\$138.00	\$361,560.00	\$150.00	\$393,000.00	\$153.41	\$401,934.20	\$206.00	\$539,720.00
X0327368	STEEL CASING PIPE, BORED AND JACKED, 30 INCH	260	Feet	\$950.00	\$247,000.00	\$1,100.00	\$286,000.00	\$1,192.00	\$309,920.00	\$1,096.86	\$285,183.60	\$1,025.00	\$266,500.00
X0327367	PREPARATION OF EXISTING STEEL CASING PIPE FOR WATER MAIN CONSTRUCTION	1	Lump Sum	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	\$30,443.01	\$30,443.01	\$103,000.00	\$103,000.00
X1200002	PVC CASING PIPE, OPEN CUT, 18 INCH	30	Feet	\$210.00	\$6,300.00	\$187.00	\$5,610.00	\$205.00	\$6,150.00	\$144.56	\$4,336.80	\$321.00	\$9,630.00
542D0217	PIPE CULVERTS, CLASS D, TYPE 1, 12 INCH	10	Feet	\$100.00	\$1,000.00	\$140.00	\$1,400.00	\$180.00	\$1,800.00	\$167.85	\$1,678.50	\$109.00	\$1,090.00
542D0223	PIPE CULVERTS, CLASS D, TYPE 1, 18 INCH	10	Feet	\$125.00	\$1,250.00	\$160.00	\$1,600.00	\$220.00	\$2,200.00	\$196.45	\$1,964.50	\$121.00	\$1,210.00
X0327423	CONNECTION TO EXISTING CULVERT	2	Ea	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00	\$425.42	\$850.84	\$808.00	\$1,616.00
X5630716	16 INCH CONNECTION TO EXISTING WATER MAIN	1	Ea	\$5,500.00	\$5,500.00	\$6,500.00	\$6,500.00	\$12,000.00	\$12,000.00	\$1,443.18	\$1,443.18	\$2,700.00	\$2,700.00
56105200	12 INCH VALVE, MJ WITH VALVE BOX	14	Ea	\$6,000.00	\$84,000.00	\$5,300.00	\$74,200.00	\$5,585.00	\$78,190.00	\$5,858.58	\$82,020.12	\$7,400.00	\$103,600.00
56109424	12 INCH 45 DEGREE BENDS, MJ	11	Ea	\$1,750.00	\$19,250.00	\$1,800.00	\$19,800.00	\$1,095.00	\$12,045.00	\$1,332.48	\$14,657.28	\$2,400.00	\$26,400.00
56109412	12 INCH 22.5 DEGREE BENDS, MJ	1	Ea	\$1,750.00	\$1,750.00	\$1,800.00	\$1,800.00	\$1,200.00	\$1,200.00	\$1,270.88	\$1,270.88	\$2,300.00	\$2,300.00
56109404	12 INCH 11.25 DEGREE BENDS, MJ	3	Ea	\$1,750.00	\$5,250.00	\$1,800.00	\$5,400.00	\$1,100.00	\$3,300.00	\$1,243.38	\$3,730.14	\$2,300.00	\$6,900.00
56100065	12 INCH X 12 INCH X 12 INCH TEE, MJ	2	Ea	\$2,000.00	\$4,000.00	\$2,400.00	\$4,800.00	\$1,800.00	\$3,600.00	\$2,238.97	\$4,477.94	\$3,400.00	\$6,800.00
56100050	12 INCH X 12 INCH X 6 INCH TEE, MJ	13	Ea	\$1,750.00	\$22,750.00	\$2,200.00	\$28,600.00	\$1,350.00	\$17,550.00	\$1,901.27	\$24,716.51	\$2,900.00	\$37,700.00
X0324930	12 INCH SLEEVE, MJ	1	Ea	\$1,750.00	\$1,750.00	\$1,800.00	\$1,800.00	\$985.00	\$985.00	\$1,677.97	\$1,677.97	\$1,900.00	\$1,900.00
56400620	2 INCH FLUSHING VALVE	1	Ea	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$2,200.00	\$2,200.00	\$12,668.02	\$12,668.02	\$13,000.00	\$13,000.00
56104900	6 INCH VALVE, MJ WITH VALVE BOX	13	Ea	\$2,500.00	\$32,500.00	\$2,000.00	\$26,000.00	\$2,200.00	\$28,600.00	\$2,603.56	\$33,846.28	\$2,700.00	\$35,100.00
56109418	6 INCH 45 DEGREE BENDS, MJ	1	Ea	\$650.00	\$650.00	\$600.00	\$600.00	\$700.00	\$700.00	\$772.53	\$772.53	\$1,300.00	\$1,300.00
X1200020	6 INCH SLEEVE, MJ	1	Ea	\$650.00	\$650.00	\$700.00	\$700.00	\$900.00	\$900.00	\$791.23	\$791.23	\$2,500.00	\$2,500.00
56101166	16 INCH X 12 INCH REDUCER, MJ	1	Ea	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,043.28	\$2,043.28	\$4,300.00	\$4,300.00
X0100017	6 INCH ANCHOR COUPLING	1	Ea	\$750.00	\$750.00	\$800.00	\$800.00	\$1,200.00	\$1,200.00	\$779.18	\$779.18	\$1,300.00	\$1,300.00
56400602	6 INCH OFFSET NIPPLE	1	Ea	\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$450.00	\$450.00	\$880.38	\$880.38	\$1,500.00	\$1,500.00
X326749A	1 INCH TEST TAPS	8	Ea	\$1,250.00	\$10,000.00	\$1,250.00	\$10,000.00	\$950.00	\$7,600.00	\$7,818.09	\$62,544.72	\$1,100.00	\$8,800.00
56400600	FIRE HYDRANT, 4.5" BURY	13	Ea	\$7,000.00	\$91,000.00	\$6,300.00	\$81,900.00	\$5,950.00	\$77,350.00	\$8,195.15	\$106,536.95	\$7,600.00	\$98,800.00
56400610	FIRE HYDRANT, 5.5" BURY	1	Ea	\$7,500.00	\$7,500.00	\$6,800.00	\$6,800.00	\$6,350.00	\$6,350.00	\$8,305.26	\$8,305.26	\$7,800.00	\$7,800.00
20800150	TRENCH BACKFILL	2,200	Cu Yds	\$100.00	\$220,000.00	\$80.00	\$176,000.00	\$55.00	\$121,000.00	\$78.21	\$172,062.00	\$137.00	\$301,400.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	50	Cu Yds	\$75.00	\$3,750.00	\$35.00	\$1,750.00	\$45.00	\$2,250.00	\$64.10	\$3,205.00	\$141.00	\$7,050.00
44213200	PAVEMENT SAW CUTS	3,300	Feet	\$8.50	\$28,050.00	\$8.00	\$26,400.00	\$7.00	\$23,100.00	\$2.31	\$7,623.00	\$4.50	\$14,850.00
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	10	Feet	\$250.00	\$2,500.00	\$160.00	\$1,600.00	\$100.00	\$1,000.00	\$57.83	\$578.30	\$161.00	\$1,610.00
59300100	CONTROLLED LOW STRENGTH MATERIAL	50	Cu Yds	\$175.00	\$8,750.00	\$175.00	\$8,750.00	\$148.00	\$7,400.00	\$115.01	\$5,750.50	\$182.00	\$9,100.00
44201713	CLASS D PATCHES, 6 INCH PAVEMENT (HMA)	800	Sq Yds	\$175.00	\$140,000.00	\$130.00	\$104,000.00	\$118.00	\$94,400.00	\$142.32	\$113,856.00	\$158.00	\$126,400.00
44200929	CLASS B PATCHES, 8 INCH PAVEMENT (PCC)	50	Sq Yds	\$250.00	\$12,500.00	\$250.00	\$12,500.00	\$220.00	\$11,000.00	\$544.43	\$27,221.50	\$352.00	\$17,600.00
XX006520	AGGREGATE DRIVEWAY, 6 INCH	50	Sq Yds	\$75.00	\$3,750.00	\$35.00	\$1,750.00	\$35.00	\$1,750.00	\$16.74	\$837.00	\$25.00	\$1,250.00
28000400	TEMPORARY EROSION CONTROL, PERIMETER BARRIER	200	Feet	\$5.00	\$1,000.00	\$5.00	\$1,000.00	\$12.00	\$2,400.00	\$5.76	\$1,152.00	\$4.00	\$800.00
25000210	SEEDING	1.25	Acre	\$15,000.00	\$18,750.00	\$7,500.00	\$9,375.00	\$2,500.00	\$3,125.00	\$4,768.21	\$5,960.26	\$3,500.00	\$4,375.00
25100115	MULCH, METHOD 2 (2 Tons/acre)	3	Tons	\$5,000.00	\$15,000.00	\$2,500.00	\$7,500.00	\$450.00	\$1,350.00	\$1,226.98	\$3,680.94	\$1,300.00	\$3,900.00
X0327678	EXPLORATION EXCAVATIONS	1	Ea	\$1,750.00	\$1,750.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1,361.94	\$1,361.94	\$1,700.00	\$1,700.00
Z0013798	CONSTRUCTION LAYOUT	1	Ea	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$5,016.00	\$5,016.00	\$5,800.00	\$5,800.00
70100010	TRAFFIC CONTROL	1	Lump Sum	\$35,000.00	\$35,000.00	\$15,000.00	\$15,000.00	\$50,000.00	\$50,000.00	\$55,786.41	\$55,786.41	\$32,000.00	\$32,000.00
67100100	MOBILIZATION	1	Lump Sum	\$209,500.00	\$209,500.00	\$75,000.00	\$75,000.00	\$160,000.00	\$160,000.00	\$195,280.30	\$195,280.30	\$101,000.00	\$101,000.00
Z0090000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	Ea	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
	BASE BID				\$2,507,100.00		\$2,081,975.00		\$2,198,765.00		\$2,430,997.45		\$2,836,701.00
	TOTAL BIDS (AS CORRECTED)				\$2,507,100.00		\$2,081,975.00		\$2,198,765.00		\$2,430,997.45		\$2,836,701.00
	Percent Over Under ENGINEER'S ESTIMATE						-16.96%		-12.30%		-3.04%		13.15%

Paul E. Caswell, P.E., City Engineer

Date



March 26, 2026

Paul Caswell
City Engineer
City of Decatur, Illinois
1 Gary K. Anderson Plaza
Decatur, IL 62523

Re: Bid Recommendation Letter
City of Decatur IL – Northeast Water Main Extension Project
City Project No. 2025-13
CDI Project No. D00925001

Dear Mr. Caswell

Project documents for the Northeast Water Main Extension Project were advertised on February 25, 2026. A non-mandatory pre-bid meeting was held on March 4, 2026. During the bidding period Clark Dietz, Inc. received 2 written questions from contractors, subcontractors, and suppliers. All questions were addressed by addendums to the contract documents prior to the bid opening.

Four sealed bids from general contractors were received, opened, and read aloud on Wednesday March 25, 2026, at 11:00 a.m. in the Engineering Office conference room at the Civic Center. The original bids were scanned and reviewed by Clark Dietz, Inc. The following is a summary of the bids including our Engineer's Estimate of Probable Construction Costs. Two bids were found to have math errors when the As-Read amount was compared to the As-Calculated amount.

Table 1 shows the Base Bid apparent lower bidder (As-Calculated) is under the Engineering Estimate by just under 17%. Three of the bids were under the Engineering Estimate, with one bid just over 13% above.

Table 1 – Base Bid Summary

Base Bid		
Bidder	(As-Read)	(As-Calculated Using Unit Prices)
Engineer's Estimate	\$2,504,600.00	-
Burdick Plumbing & Heating Co., Inc. <i>Decatur, IL</i>	\$2,081,975.00	\$2,081,975.00
Twin Lakes Civil Construction <i>Urbana, IL</i>	\$2,192,065.00	\$2,198,765.00
Schomburg & Schomburg Construction Co., Inc. <i>Danville, IL</i>	\$2,430,987.45	\$2,430,997.45
Feutz Contractors, Inc. <i>Paris, IL</i>	\$2,836,701.00	\$2,836,701.00



Clark Dietz has reviewed the four bids in comparison to the bidding requirements described in the Project Manual. Burdick Plumbing & Heating Co., Inc. was the apparent low bidder on the Base Bid. Both Addendums were acknowledged on the Bid Form, the MBE Utilization plan for subcontractors as well as material suppliers was listed, which appears to exceed the goals set forth in the contract documents. The Bid Bond was included as required.

Burdick Plumbing & Heating Co., Inc. has given a responsive bid. The As-Calculated amount matches the As-Read amount. They have been a reputable contractor that has performed work in recent history with the City. They have shown to have the management, workforce, equipment and experience to perform the scope of work requested. They are familiar with City standards, staff, and the local community. Being located within City, they can respond quickly and efficiently to properly staff the project to meet the project timeline.

The area of this project has seen a recent interest in development and has been prioritized for future growth. The City has secured additional funding for this project via a Regional Site Readiness Grant. Clark Dietz, Inc. recommends that the calculated totals be accepted, with the contract be awarded to Burdick Plumbing & Heating Co., Inc. The total contract price would be \$2,081,975.00, which is just under 17% below the Engineer's Estimate of Probable Cost. Construction could begin as early as next month, with Final Completion scheduled for June 1, 2027.

Please contact me at (217) 373-8932 with any questions or comments.

Sincerely,

Clark Dietz, Inc.

Chad W. Larimore
Project Manager



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	3/25/2026	Project Title:	NORTHEAST WATER MAIN EXTENSION PROJECT
Total Contract Value:		Project Number:	2025-13

Section I: Prime Contractor Information

Prime Contractor: Burdick Plumbing & Heating Co., Inc.

Address: P.O. Box 496
Decatur, IL 62525

Phone: 217-429-2385

Contact Person: Jared Burdick

Email: jared@burdickplumbing.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
DUNN Co.	NON	\$80,000 =	4%	ASPHALT
TWM	NON	\$7,500 =	1%	LAYOUT
N+W HORIZONTAL	NON	\$170,000 =	8%	JACK + BORE
MARENCO ENTERPRISES	MBE	\$120,000 =	6%	TRUCKING, SEEDING, EXCAVATION
Totals		\$377,500 =	19%	

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

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
MARENCO ENTERPRISES	\$400,000 =	20%	MATERIAL SUPPLY
Totals	\$400,000 =	20%	

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
	N/A	

- If more firms submitted quotes, please copy this form and attach the additional information.

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
MARENCO ENTERPRISES	PHONE	BIDDING

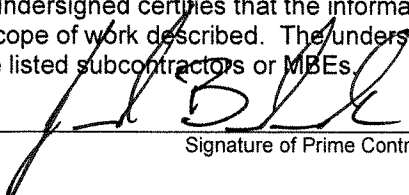
- If more firms were contacted, please copy this form and attach the additional information.

Section V:

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

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

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


 Signature of Prime Contractor

3/25/2026

Date



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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:		Project Title:	<i>NORTHEAST WATER MAIN EXTENSION PROJECT</i>
		Project Number:	<i>2025-13</i>

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

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

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

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

[Signature]
Signature of Prime Contractor

3/25/26
Date

FOR OFFICIAL USE ONLY

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

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

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

REVIEWED BY:

Public Works Director

Date



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

Notification of Change in Participation

Date:		Project Title:	<i>NORTHEAST WATER MAIN EXTENSION PROJECT</i>
		Project Number:	<i>2025-13</i>

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

If changing from a previously identified subcontractor/material supplier to another or to change from self-performing to a subcontractor, complete the following:

From Name:		To Name:	
Address:		Address:	
Phone:		Phone:	
Status:	☐ MBE	☐ Non-MBE	Status: ☐ MBE ☐ Non-MBE
		Contract Amount:	
Will the scope of work change?	☐ Yes	☐ No	

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize an MBE:

Signature of Prime Contractor

Date

Signature of Prime Contractor

Date



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

**RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR**

MBE Subcontractor Information Form

Date:	3/25/2025	Project Title:	Northeast Water Main Extension Project
Total Contract Value:		Project Number:	2025-13

Section I: MBE Subcontractor Information

Subcontractor: Marenco Enterprises

Address: 3490 Leghorn Rd.
Clinton, IL 61727

Phone: (217) 693-2484

Contact Person: Mirna Willoughby

Email: mirna.marenco.ent@gmail.com

Section II: Estimated Work

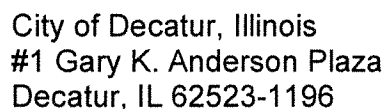
Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
EXCAVATION, TRUCKING, SEEDING MATERIAL SUPPLY	\$520,000 ⁼⁼	26%

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

The undersigned certifies that the information included herein is true and correct and the subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

<u>[Signature]</u>	Print
Title	Jared Burdick
Project Manager	Date
	3/25/2026

<u>[Signature]</u>	Print
Title	Mirna Willoughby
President	Date
	3/25/2026



Final Minority Business Enterprise (MBE) Participation Documentation

Date:		Project Title:	<i>NORTHEAST WATER MAIN EXTENSION PROJECT</i>	
Total Contract Value:			Project Number:	<i>2025-13</i>

Section I: Prime Contractor Information

Prime Contractor:

Address: _____

Phone: _____

Contact Person:

Email:

Section II: Selected Non-MBE Subcontractors

Section III - Selected Non-MBE Subcontractors				
Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

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

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				
If more subcontractors are utilized, please copy this form and attach the additional information.				

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

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				
If more MBE's are utilized, please copy this form and attach the additional information.				

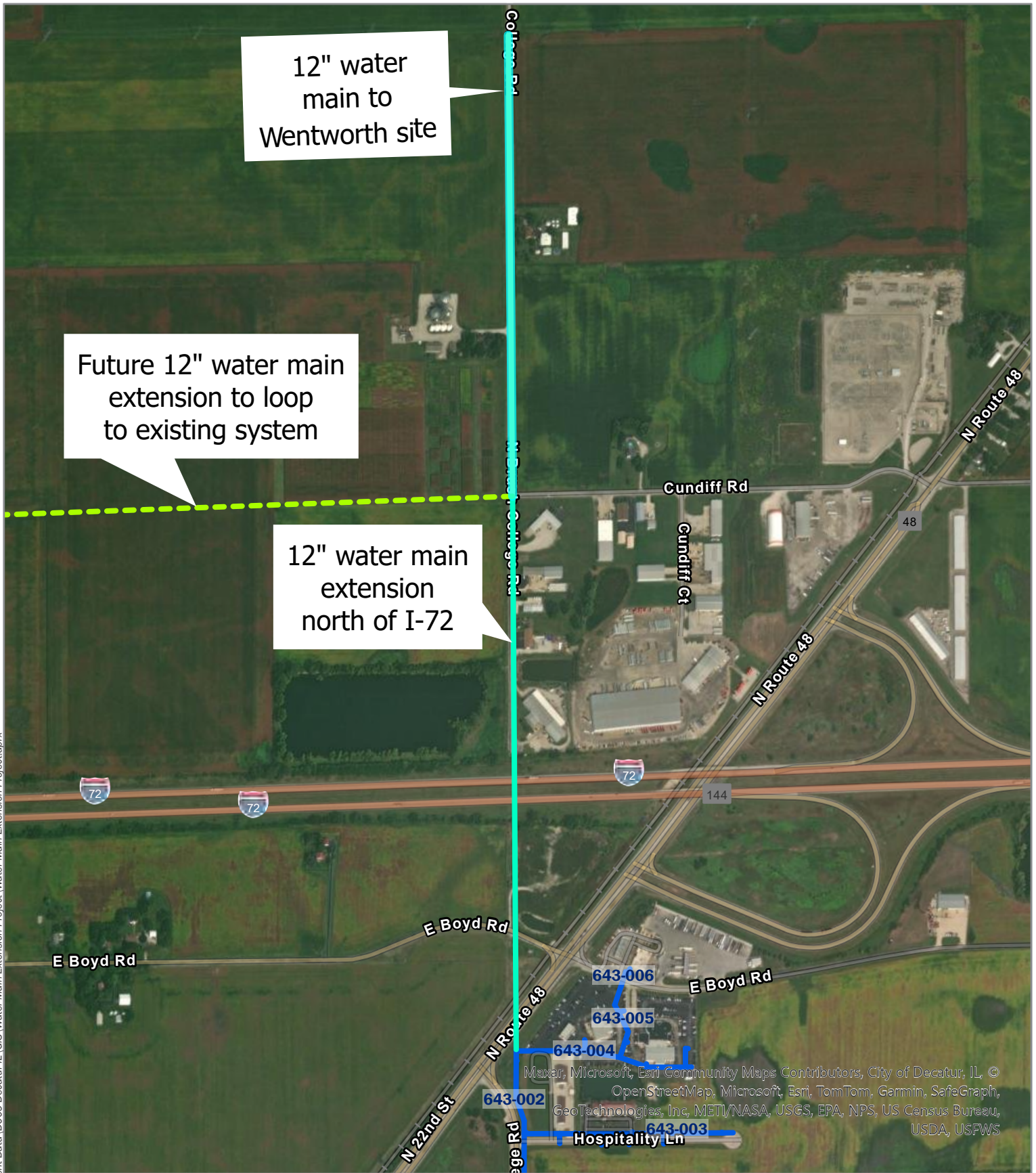
CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

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

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

Signature of Prime Contractor

Date



Maxar, Microsoft, Esri Community Maps Contributors, City of Decatur, IL, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Legend

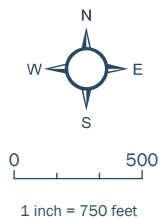
- Existing Water Main
- 12" Water Main Extension
- 8" Water Main Extension
- Future 12" Water Main



City of Decatur
Water Main
Extension Project

Page 1 of 1

ClarkDietz



RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH CLARK DIETZ, INC., TO PROVIDE CONSTRUCTION
ENGINEERING SERVICES FOR THE NORTHEAST WATER MAIN EXTENSION
PROJECT – BOYD ROAD TO NORTH OF CUNDIFF ROAD, CITY PROJECT 2025-13**

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

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

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Clark Dietz, Inc., for a fee not to exceed \$90,700.

PRESENTED and ADOPTED this 6th day of April 2026.

Julie Moore Wolfe, Mayor

Attest:

Kim Eubanks, Deputy City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
For the
NORTHEAST WATER MAIN EXTENSION PROJECT
CONSTRUCTION PHASE SERVICES
CITY PROJECT 2025-13

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and: Clark Deitz, Inc., ("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. CONSTRUCTION INSPECTION PHASE.

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

1. General Duties. The Consulting Engineer shall consult with and advise the City's Representative and act as its representative as provided herein and in the General Conditions of the construction contract for the Project. The primary responsibility of the Consulting Engineer in this phase of the work shall be quality control inspection of the materials, construction methods and techniques to assure that the Contractor builds the project in accordance with the plans and specifications.
2. Construction Inspection and Reporting. The Consulting Engineer shall make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the Consulting Engineer shall keep the City's Representative informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents. Formal notification of the progress of work shall be in the form of bi-weekly project progress meetings held between the Consulting Engineer, Contractor and City's Representative. Project schedule updates shall be submitted to the City's Representative in writing.
3. Review of Technical and Procedural Aspects. The Consulting Engineer shall review and approve (or take other appropriate action in respect to Shop Drawings, the results of tests and inspections and other data which each Contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the Contractor(s), and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s).
4. Contract Documents. The Consulting Engineer shall receive from each Contractor and review for compliance with contract documents all required document submissions including but not limited to Performance and Payment Bonds, certificates of insurance report forms required by any City, State or Federal law or rule or regulation and submit the forms to the City's Representative for final approval.
5. Conferences and Meetings. The Consulting Engineer shall attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of the minutes thereof to the City's Representative.
6. Reports. The Consulting Engineer shall,
 - a. Furnish the City's Representative periodic reports, as required, on progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.

- b. Consult with the City's Representative, in advance of scheduled major tests, inspections, or start of important phases of the Work.
 - c. Draft proposed Change Orders and obtaining back-up material from the Contractor, and make recommendations to the City's Representative regarding Change Orders and Field Orders.
 - d. Report immediately to the City's Representative upon the occurrence of any accident.
7. Contract Interpretation; Review of Quality of Work. The Consulting Engineer shall:
- a. Issue all instructions of the City's Representative to the Contractor(s).
 - b. Issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required, subject to the City's Representative's approval.
 - c. Have authority, as a representative of the City, to require special inspection or testing of the work.
 - d. Act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on all claims of the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
8. Prepare Engineer's Pay Estimate. The Consulting Engineer shall, based on the Consulting Engineer's on-site observations as an experienced and qualified design professional and on review of the Inspectors Daily Reports and Quantity Book, determine the amounts owing to the Contractor(s) and prepare an Engineer's Payment Estimate recommending the amount of payment for completed work. Such recommendations of payment shall constitute a representation to the City's Representative, based on such observations and review, that the work has progressed to the point indicated and that to the best of the Consulting Engineer's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due the Contractor(s). The Engineer's Payment Estimate shall be prepared not less than monthly while construction is proceeding. The pay estimate shall be prepared on a spreadsheet form supplied by the City's Representative at the beginning of this phase of work.
9. Determination of Substantial Completion. The Consulting Engineer shall conduct an inspection to determine if the Project is substantially complete and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations there under so that the Consulting Engineer may recommend, in writing, final payment to each Contractor and may give written notice to the City's Representative and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).
10. Authority and Responsibility. The Consulting Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job-site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act upon the "owner" under that Act and shall not be the "person in control of work" within the meaning of that Act.

11. Consulting Engineer Not Responsible for Acts of Contractor. The Consulting Engineer shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any Contractor, or Subcontractor, or any of the Contractor(s)' or Subcontractors' agents or employees or any other person (except the Consulting Engineer's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in this contract shall be construed to release the Consulting Engineer from liability for failure to properly perform duties undertaken by him in these Contract Documents or this Agreement.
12. Preparation of Record Drawings. The Consulting Engineer shall prepare a set of record plans on which shall be noted all changes which may have occurred during construction. The record drawings need not detail changes in measurements, elevation lines or grades which are within the normally accepted construction tolerances. Record drawings may be prepared using AutoCAD or other electronic plan preparation method. Alternately, record drawings may be prepared using manual methods. The plans shall be delivered to the City's Representative in the form of one set of prints and electronic file if record drawings were prepared by electronic methods. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this agreement.
13. Completion Time. The Consulting Engineer shall complete the Construction Inspection Phase within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

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

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

SECTION IV. GENERAL CONSIDERATIONS

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

D. INSURANCE.

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

Coverage A: Statutory Limits
Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.

- b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.

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

E. TERMINATION

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

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

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

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

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

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 1.0 for services rendered by principals and employees assigned to the Project.

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

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

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

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

D. PAYMENT FOR WORK COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. Monthly Progress Reports. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
3. Maximum Payment Requests. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and

services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.

4. Time and Manner of Payments. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Release of Claims. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. Local Government Prompt Payment Act. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. PAYMENT UPON TERMINATION. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2026

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

CONSULTING ENGINEER FORM

By: 

ENGINEERING FEE ESTIMATE

Client: City of Decatur
 Project: NE Water Main Extension
 Scope: Construction Phase Services

Date: 3/9/2026

Estimator: CWL

ITEM	CWL	SMM/CSG	ARD		
	Project Manager T-5	Project Engineer P-5	Engr P-3	Other Expense	Subtotal
PROJECT ADMIN					\$ 1,520
Monthly Project Status Reports	8				\$ 1,520
ADMINISTRATIVE OFFICE SERVICES					\$ 30,860
Submittal Reviews (Assumes 10)	10	16	40		\$ 12,700
Pay Application Reviews (Assumes 6)	12	6			\$ 3,630
Contractor Coordination Meetings (Assumes 6 Monthly Mtgs)	12	6			\$ 3,630
Prepare Record Drawings	24	4			\$ 5,460
Coordination with Grant Agency		4	8		\$ 2,340
Coordination with IDOT		4	8		\$ 2,340
Coordination with Topfilight Grain Railroad	4				\$ 760
CONSTRUCTION FIELD SERVICES					\$ 58,255
On-Site Field Observation Assistance (1 day/wk for 6 mo)	208			\$ 650	\$ 40,170
Technical Question Assistance	8	16	8		\$ 6,560
Observation assistance during RR Bore & Jack	40			\$ 125	\$ 7,725
Water Main Testing	12				\$ 2,280
Develop Punchlist	8				\$ 1,520
Total Hours	346	56	64		466
Billing Rate	190	225	180		
Fee	\$ 65,740	\$ 12,600	\$ 11,520	\$ 775	\$ 90,700

City of Decatur
Northeast Watermain Extension Construction Services Project
Scope/Fee/Agreement Assumptions

1. This Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.
2. Local permits for this project will be obtained by the City with information provided by Clark Dietz, Inc. All permit fees will be paid by the City.
3. State permits for this project will be obtained by the City with information provided by Clark Dietz, Inc. All permit fees will be paid by the City.
4. This Agreement does not include obtaining or processing Federal permits.
5. This Agreement does not include field staking for right-of-way or easements. Clark Dietz, Inc. does not perform construction staking.
6. This Agreement does not include the preparation of assessment roles or schedules.
7. Assumes 1 employee 12 hours per week, for six months from June 1, 2026 to December 1, 2026. Additional hours based upon tasks as needed for additional services such as submittal reviews and additional critical field activities requiring additional oversight. Services may be extended per City direction.
8. Mileage to/from the City of Decatur will not be charged, but standard daily vehicle rate of \$25/day will be invoiced as it relates to the scope of services.
9. Assumes 10 Contractor submittals will need to be reviewed by Clark Dietz, Inc. staff.
10. Technical oversight and guidance will be given during site visits. It is Clark Dietz, Inc. understanding that City of Decatur will be providing full-time observation, and field documentation.



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

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

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

The City Representative for this Phase of work is _____.

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

CITY OF DECATUR, IL BY: _____ (City Engineer) Dated this _____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged. BY: _____ (Signature) (Title) Dated this _____ day of _____, 20____.
--

EXHIBIT C
PROJECT TIMELINE

City of Decatur

Project: Northeast Water Main Extension Project – Construction Phase Services

Clark Dietz - Expected Project Timeline

Notice to Proceed	April 2026
Field Work and Information Collection	May 2026 -June 2027
Final Completion	June 2027

* Deadline may be extended by a mutually agreed Change Order to this Agreement.



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

Amendment No

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

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

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

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

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

State fully the nature and reason for the amendment change _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

Exhibit E

DATE (MM/DD/YYYY)

3/10/2026

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: Twin City Fire Insurance Co		29459
		INSURER B: Hartford Accident and Indemnity Company		22357
		INSURER C: XL Specialty Insurance Company		37885
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1092428759**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:			84SBWAC5926	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			84UEGZV4783	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			84SBWAC5926	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	84WEGAJ1H5Z	11/1/2025	11/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (Claims-Made Policy)			DPR5049977	11/1/2025	11/1/2026	Per Claim Aggregate 5,000,000 5,000,000

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

Project: Northeast Water Main Extension, City Project No. 2025-13

All Work Performed

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of Decatur, Illinois, Project Owner and Others as required by written contract, per policy terms and conditions

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Certificate Holder, Project Owner and Others as required by written contract, per policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**City of Decatur, Illinois
1 Gary K. Anderson Plaza
Decatur IL 62523

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

AUTHORIZED REPRESENTATIVE

Kari Coolidge

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EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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 Champaign)

SECTION I. BUSINESS STATUS STATEMENT

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

- A. Clark Dietz, 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 31-1212051.

- B. CORPORATION OR LLC

The State of Incorporation is Illinois

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>Capital Corporate Services, Inc.</u> Name	<u>Clark Dietz, Inc.</u>
<u>1315 W. Lawrence Avenue</u> Address	<u>125 W. Church Street</u> Company Address, Principal Office
<u>Springfield, IL 62704</u> City, State, Zip	<u>Champaign, IL 61820</u> City, State, Zip
<u>800-345-4647</u> Telephone	<u>217.373.8900</u> <u>217.373.8923</u> Telephone Facsimile
	<u>www.clarkdietz.com</u> Website

The corporate officers are as follows:

President: _____

Vice President: _____

Secretary: _____

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 _____ 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

Andrea Bretl, P.E.

Printed Name

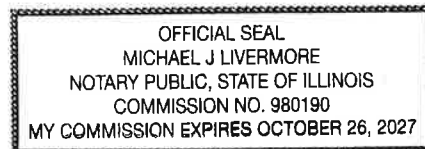
Vice President

Title

SUBSCRIBED and SWORN to before me this 11th day of MARCH, 2026



Notary Public



Clark Dietz, Inc. Board of Directors

<u>Full Name</u>	<u>Corporate Title</u>
Jerry Payonk	Chairman of the Board
Wes Christmas	President & CEO
Sean Widener	Executive Vice President / Treasurer
Mustafa Emir	Executive Vice President
Emily Basalla	Senior Vice President/Secretary
Seth Swartz	Chief Financial Officer
Bob Rayl	Senior Vice President
Andrea Bretl	Vice President
Nirav Patel	Vice President
Heath Titzer	Director

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2026

<u>TITLE</u>	<u>HOURLY RATE</u>
Engineer 9	\$300.00
Engineer 8	270.00
Engineer 7	255.00
Engineer 6	240.00
Engineer 5	225.00
Engineer 4	200.00
Engineer 3	180.00
Engineer 2	160.00
Engineer 1	150.00
Technician 6	205.00
Technician 5	190.00
Technician 4	180.00
Technician 3	160.00
Technician 2	140.00
Technician 1	125.00
Intern	105.00
Administrative 1	95.00
Administrative 2	105.00
Administrative 3	125.00
Administrative 4	150.00
Administrative 5	210.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

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

Consulting Engineer's
Signature:

Title:

**Council Memo
Public Works Department
No. 2026-36**

DATE: 4/6/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory 775 West Grove Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 775 West Grove Road be approved.

BACKGROUND:
The subject property is being annexed due to citizen wanting City water.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

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

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:

1. 2026-36 Ordinance Annexing Territory 775 West Grove Road

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
775 WEST GROVE ROAD**

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

LOT ONE (1) OF SOUTH GROVE SUBDIVISION, AN ADDITION OF OUTLOTS AS PER PLAT RECORDED IN BOOK 1832, PAGE 200 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-34-100-009

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of April 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM EUBANKS, DEPUTY CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

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

Mick Cottrell

Nita Cottrell

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 775 West Grove Road, and legally described as follows:

LOT ONE (1) OF SOUTH GROVE SUBDIVISION, AN ADDITION OF OUTLOTS AS PER PLAT
RECORDED IN BOOK 1832, PAGE 200 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON
COUNTY, ILLINOIS.

PIN # 17-12-34-100-009

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

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

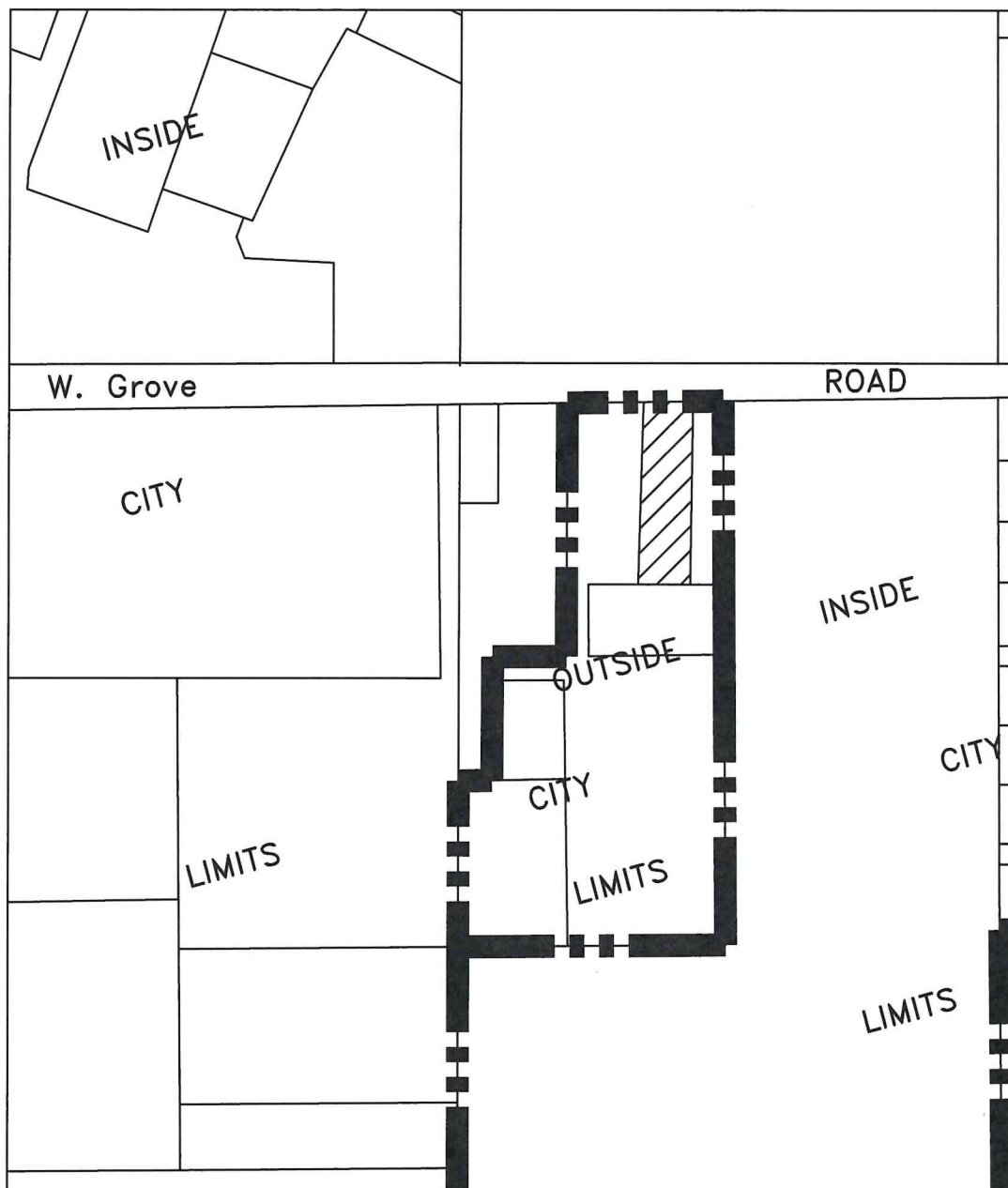
Mickey E. Cottrell MIKEY E. COTTRELL 775 WEST GROVE RD, DECATUR, IL
Nita Cottrell Nita Cottrell

Signed and sworn to before me this 5th day of March, 20 26

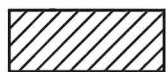
Tara R. Bachstein
Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
775 W. GROVE ROAD



indicates territory annexed



indicates existing corporate limits

1.27± acres

AREA 0.00198± sq. miles

0± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



3-13-26

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

Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2026

ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

Council Memo
Public Works Department
No. 2026-37

DATE: 4/6/2026

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 Two Ford Maverick Trucks

SUMMARY RECOMMENDATION: Staff recommends that the City Council approve the Resolution approving a contract in the amount of \$67,090.00 to Morrow Brothers Ford, Inc. accepting the State of Illinois joint purchasing contract bid price of Morrow Brothers for two (2) Ford Maverick Trucks.

BACKGROUND:

Parking Enforcement has requested two (2) new vehicles to replace two (2) existing vehicles. The vehicles being replaced are:

1. #852, 2008 Chevrolet Trailblazer with 107,508 miles. The vehicle is being replaced due to age and condition.
2. #853, 2008 Chevrolet Trailblazer with 119,882 miles. The vehicles 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 units 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 Parking Enforcement 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. 2026-37 Morrow Brothers Mavericks #852 #853 Resolution

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING
HOLDER BID PRICE OF MORROW BROTHERS FORD, INC. FOR THE
PURCHASE OF TWO FORD MAVERICK TRUCKS**

**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 two (2) 2026 Ford Maverick trucks 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 \$67,090.00, 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 \$67,090.00.

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 6th day of April 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Eubanks, Deputy 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

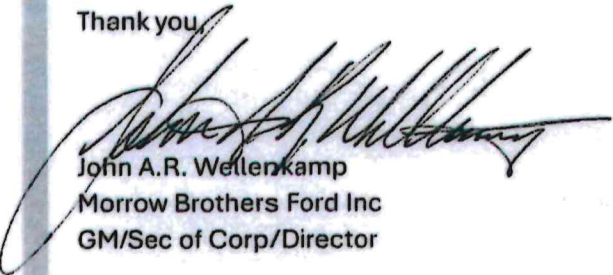
Unit # 852

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

NEW 2025 Ford Maverick AWD Crew Cab 4.5' Bed
-Oxford White Exterior w/Dark Slate Interior, Vinyl Floor Covering
-2.5L Hybrid Engine, 4 Wheel Anti Lock Braking System, Electronic Power Assist Steering
-LED Reflector Headlamps, Rearview Camera, Lane Keeping, Pre Collision Assist
-AM/FM Stereo, SYNC Bluetooth Handsfree Communication, Power Windows/Locks
-Cruise Control, Tilt/Telescoping Steering, Privacy Rear Glass, 2 Keys w/Fobs, All Other Standard Equipment
-WHELEN 4 Corner Amber/White Warning, New IL License/Title, Delivery to Decatur

\$33,545.00 Each

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. 13203

EXHIBIT A



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 # 853

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

NEW 2025 Ford Maverick AWD Crew Cab 4.5' Bed
-Oxford White Exterior w/Dark Slate Interior, Vinyl Floor Covering
-2.5L Hybrid Engine, 4 Wheel Anti Lock Braking System, Electronic Power Assist Steering
-LED Reflector Headlamps, Rearview Camera, Lane Keeping, Pre Collision Assist
-AM/FM Stereo, SYNC Bluetooth Handsfree Communication, Power Windows/Locks
-Cruise Control, Tilt/Telescoping Steering, Privacy Rear Glass, 2 Keys w/Fobs, All Other Standard Equipment
-WHELEN 4 Corner Amber/White Warning, New IL License/Title, Delivery to Decatur

\$33,545.00 Each

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. 13262

**Council Memo
Public Works Department
No. 2026-35**

DATE: 4/6/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Resolution to Approve an Engineering Services Agreement with WHKS and Co. and Appropriate Motor Fuel Tax Funds for the Garfield Avenue Bridge over the Illinois Central Railroad, SN 058-6000, City Project 2026-24

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest a Resolution approving an engineering services agreement with WHKS and appropriating \$39,687.00 in State Motor Fuel Tax (MFT) funds for the preliminary design of the Garfield Avenue Bridge over the Illinois Central (IC) railroad yard.

BACKGROUND:

The Garfield Avenue Bridge over the Illinois Central (IC) Railroad was constructed in 1958 as part of northeast expansion. The bridge is a four-lane, nine-span steel superstructure. The bridge had major rehabilitation completed in 1983 and 2009. The bridge condition is rated as fair to poor. In 2016, the City completed a Bridge Condition Report (BCR) to provide rehabilitation/replacement options and costs. The agreement will provide an update to the BCR in combination with the required in-depth inspection of the bridge. The updated BCR will allow the City to budget the improvements and research funding options.

Engineering Services Agreement

The Professional Services Agreement will include the following services:

1. Project management, coordination and data review.
2. IC railroad coordination for access.
3. Perform field investigation according to National Bridge Inspection Standards and IDOT requirements.
4. Provide an updated Bridge Condition Report and cost estimates.

The proposed fee is \$39,687.00, which will be paid from the State Motor Fuel Tax Fund.

SCHEDULE: The work will commence immediately with the railroad permitting, and the inspection will be completed in the fall of 2026.

LEGAL REVIEW:

The agreement was sent to legal on March 25, 2026, and is a standard IDOT form for use of State MFT funds.

PRIOR COUNCIL ACTION:

June 20, 2016 – The City Council was given a memorandum detailing the condition and status of the City’s bridges that fall within the jurisdiction of the National Bridge Inspection Standards (NBIS). This memorandum identified bridges that were known to City staff as having structural concerns. The following bridges were identified:

Mound Road / Spring Creek (East) Bridge (Reconstructed in 2017)
Mound Road / Spring Creek (West) Bridge (Reconstructed in 2019)
Mound Road / Spring Creek (Middle) Bridge (Reconstructed in 2019)
Center Street / Stevens Creek Bridge (Replaced in 2021)
Meadowlark Bridge (Replaced in 2022)
Taylor Road Bridge (Replaced in 2020)
Grove Road Bridge (Replaced in 2024)
Garfield Avenue Bridge / Illinois Central Railroad Yard (current contract)
Garfield Avenue / 22nd Street Bridge (Under Final Design)
Country Club / Lake Decatur Bridge (Grant funding submitted for 2024 & 2025, seeking alternate funding opportunities)

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

WHKS, Illinois Department of Transportation

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed preliminary engineering services agreement with WHKS is for \$39,687.00. Funding for this project is allocated in the State Motor Fuel Tax Fund.

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

ATTACHMENTS:

1. 2026-35 Resolution To Approve an Engineering Services Agreement with WHKS and Co. and Appropriate MFT Funds for the Garfield Avenue Bridge over the IC
2. 2026-35 Location Map

RESOLUTION _____

**RESOLUTION TO APPROVE AN ENGINEERING SERVICES AGREEMENT WITH
WHKS AND CO. AND APPROPRIATE MOTOR FUEL TAX FUNDS FOR THE
GARFIELD AVENUE BRIDGE OVER THE ILLINOIS CENTRAL RAILROAD, SN 058-
6000, CITY PROJECT 2026-24**

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

Section 1. That the Engineering Services Agreement to provide preliminary engineering services for the Garfield Avenue Bridge over the Illinois Central Railroad, presented to the Council herewith as Exhibit 1 and made part hereof, between the City of Decatur and WHKS and Co. be and the same hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and are hereby, authorized and directed to execute said Engineering Services Agreement between the City of Decatur and WHKS and Co. for a fee not to exceed \$39,687.00

Section 3. That there is hereby appropriated the sum of \$39,687.00 of State Motor Fuel Tax Funds for the purpose of paying the engineering costs for the Garfield Avenue Bridge over the Illinois Central Railroad, under the applicable provisions of the Illinois Highway Code.

Section 4. That only those sidewalks, streets, highways, bridges and operations listed and described as part of the Garfield Avenue Bridge over Illinois Central Railroad, are eligible for State Motor Fuel Tax funds.

Section 5. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period.

Section 6. That the Clerk shall immediately execute four original BLR 09110 forms, attached hereto as Exhibit 2 and made part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 6th day of April, 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM EUBANKS, DEPUTY CITY CLERK



Local Public Agency Engineering Services Agreement

Using Federal Funds? ☐ Yes ☒ No

Agreement For

State Funded PE

Agreement Type

Original

Using State Funds (Non-MFT)? ☒ Yes ☐ No

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number	Job Number
City of Decatur		Macon	26-00624-00-BR	
Project Number	Contact Name	Phone Number	Email	
CP 2026-24	Paul Caswell	(217) 424-2747	pcaswell@decaturil.gov	

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Garfield Ave Overpass over CNRR	FAU 7369	629'	058-6000
Location Termini			Add Location
Bk to Bk abutments of SN 058-6000			Remove Location

Project Description

This initial consultant engineering agreement will result in a BCR that will determine whether to repair, rehabilitate or replace the structure and will establish the scope for Phase II design (repair, rehabilitation or replacement).

A successor consultant engineering agreement will complete Phase I and Phase II engineering to design the repair, rehabilitation or replacement.

Construction of the rehabilitation or replacement will follow.

Engineering Funding ☒ MFT/TBP ☐ State ☐ OtherAnticipated Construction Funding ☐ Federal ☒ MFT/TBP ☒ State ☐ Other

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☐ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
WHKS & Co	Cory Chamberlain	(217) 483-9457	cchamberlain@whks.com
Address	City	State	Zip Code
3501 Constitution Drive, Suite B	Springfield	IL	62711

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Summary Sheet
- ☒ Exhibit E: Consultant Engineering Est-Specific Rate _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant 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 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).

2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
 - (c) For Non-Federal County Projects - (605 ILCS 5/5-409)
 - (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
 - (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.
 Method of Compensation:

☐ Percent
☐ Lump Sum
☒ Specific Rate \$39,687.00 (Maximum Fee \$150,000)
☐ Cost plus Fixed Fee:

 Total Compensation = DL + DC + OH + FF
 Where:
 DL is the total Direct Labor,
 DC is the total Direct Cost,
 OH is the firm's overhead rate applied to their DL and
 FF is the Fixed Fee.
 Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.
 The Fixed Fee cannot exceed 15% of the DL + OH.
5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error

or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER and LPA agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
WHKS & Co	42-0943938	\$39,687.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$39,687.00
Total for all work		\$39,687.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Local Public Agency Type
City

 of

Local Public Agency
City of Decatur

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

City of Decatur

Local Public Agency Type

City

Clerk

Title

Mayor

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
WHKS & Co

By (Signature & Date)

Chad Hodel	Digitally signed by Chad Hodel Date: 2026.03.23 18:55:46 -05'00'
-------------------	--

Title

Vice President

By (Signature & Date)

Cory Chamberlain	Digitally signed by Cory Chamberlain Date: 2026.03.23 18:01:08 -05'00'
-------------------------	---

Title

Vice President

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Decatur	WHKS & Co	Macon	26-00624-00-BR

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

A. Project Description:

This project involves performing the 2026 NBIS Routine (In-Depth) & Special inspections and preparation of the Bridge Condition Report (BCR) for Structure Number 058-6000 under the jurisdiction of the Client:

BCR will include clear, practical recommendations consistent with BLRS planning expectations, including:

- Short-term maintenance and repair actions
- Intermediate rehabilitation measures
- Long-term rehabilitation or replacement considerations
- Prioritization of recommended actions
- Identification of potential project development paths (maintenance vs. improvement vs. replacement)

Field inspection hours and expenses are based on 2 trips over 2 working days to complete both the Routine (In-Depth), Special, and BCR inspections. Additional hours and expenses required due to unforeseen circumstances will be negotiated with Client for approval of fee prior to completion of work.

WHKS will request the use of an IDOT owned under-bridge inspection truck to aid in inspection. If IDOT will not provide use of their under-bridge inspection truck, WHKS will contract with an equipment supplier which will be direct billed to the Client.

The Client will coordinate and provide traffic control for both days of inspection and will provide a bucket truck for accessing end spans.

It is assumed abutments are sand-filled and confined space entry of vaulted abutments is not required.

The work will be done in accordance with "Structural Services Manual", dated 2025, by the IDOT (Illinois Department of Transportation), the 3rd Edition of the "Manual for Bridge Evaluation" by AASHTO (American Association of State Highway Transportation Officials), the current "Specifications for Illinois Bridge Inventory" (SIBI) by IDOT, and. all current NBI (National Bridge Inspection) Subscription Service Announcements by IDOT.

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs, and prepare invoices using Consultant's standard forms.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not performed by WHKS.
- Attend one (1) virtual meeting to discuss the Bridge Condition Report and recommendations.

2. Project Coordination and Data Review

- Coordinate with the Client and IDOT BLRS as required.
- Obtain, review, and summarize available background information, including:
 - o Previous bridge inspection reports and condition reports
 - o As-built and record plans
 - o Load ratings and posting history
 - o Maintenance and repair records

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Decatur	WHKS & Co	Macon	26-00624-00-BR

o Previous studies, reports, or improvement plans

3. Field Work

• Perform a field investigation consistent with BLRS expectations for planning-level evaluations and in accordance with the BB&S Bridge Condition Report Procedures and Practices. The field investigation will include an in-depth inspection of all accessible bridge components, including:

o Superstructure (deck, girders/beams, bearings)

o Substructure (abutments, piers, wingwalls)

o Foundations (to the extent visible)

o Approach slabs, drainage, joints, railings, and appurtenances

• Documentation of observed deficiencies such as cracking, spalling, corrosion, section loss, misalignment, deformation, leakage, and erosion indicators.

• Photographic documentation of representative conditions and significant deficiencies, including general photographs and photographs of notable deficiencies associated with a coding of 6 (Satisfactory) or less on SNBI Items B.C.01 – B.C.11.

• Documentation of member section loss via field measurements as needed for analysis and ratings.

• Append the previously completed NBIS Routine Inspection Report (IDOT Form BBS-3400) and Special Inspection Report (IDOT Form BBS SI-1), with updated condition information for the Client to input into the IHIS System.

4. Bridge Condition Report (BCR)

• Prepare the BCR in accordance with the BB&S Bridge Condition Report Procedures and Practices that includes the following:

o Bridge Description and Background

o Summary of Field Investigation

o Condition Ratings and Deficiency Tables

o Photographic Documentation

o Engineering Evaluation

o Recommended Improvements and Cost Opinions

o Conclusions and Implementation Considerations

o Perform internal Quality Control (QC) reviews

• Submit draft BCR to Client and IDOT BLRS for review.

• Address Client and IDOT BLRS review comments.

• Provide one revised final report in PDF format.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Load rating analysis and posting recommendations

2. Life cycle cost analysis

3. Material testing and construction materials testing via nondestructive evaluations

4. Permits (including Railroad Right of Entry)

5. Funding assistance, including grant and/or loan applications

6. Geotechnical design/recommendations

7. Structural evaluation and/or design (other than described above)

8. Attendance at additional meetings (other than those described above)

9. Traffic control design or implementation

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Decatur	WHKS & Co	Macon	26-00624-00-BR
10. Critical finding documentation and coordination			
11. Element Level Inspections			
12. New documentation and reporting related to SNBI			
13. Confined space entry or inspection requirements			

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Decatur	WHKS & Co	Macon	26-00624-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

- Final submittal of routine and special inspection reports (IDOT Forms BBS 3400 & -SI-1) including inspection photograph reports will be provided to Client within 20 days from completion of field inspection so Client can upload into IHIS within 30 days of the completion of field inspection.
- Draft BCR will be provided to Client for review within 120 days of the completion of the field inspection.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Decatur	WHKS & Co	Macon	26-00624-00-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit C. If the value meets or will exceed the small dollar threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The small dollar threshold is adjusted annually and can be found in IDOT Circular Letters. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☒	☐
15	Existing relationship used in lieu of QBS process?	☐	☒
16	LPA is a home rule community (Exempt from QBS).	☒	☐

**Exhibit
Direct Costs Worksheet**

Local Public Agency	County	Section Number	Job Number
City of Decatur	Macon	26-00624-00-BR	

Consultant/Subconsultant Name

WHKS & Co

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (Per Federal GSA)	Up to Federal rate maximum			
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			
Air Fare	Coach rate, actual cost, requires minimum two weeks; notice, with prior IDOT approval			
Vehicle Mileage (per Federal GSA)	Up to federal rate maximum	320	\$0.72	\$232.00
Vehicle Owned or Leased (No mileage charged allowed)	\$32.50/half day (4 hours or less) or \$65/full			
Vehicle Rental	Actual Cost (Up to \$55/day)			
Tolls	Actual Cost			
Parking	Actual Cost			
Overtime	Premium portion (Submit supporting documentation)			
Shift Differential	Actual Cost (Based on firm's policy)			
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			
Project Specific Insurance	Actual Cost			
Monuments (Permanent)	Actual Cost			
Photo Processing	Actual Cost			
2-Way Radio (Survey or Phase III Only)	Actual Cost			
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
CADD	Actual Cost (Max \$15/hour)			
Web Site	Actual Cost (Submit supporting documentation)			
Advertisements	Actual Cost (Submit supporting documentation)			
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			
Recording Fees	Actual Cost			
Transcriptions (specific to project)	Actual Cost			
Courthouse Fees	Actual Cost			
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			

ITEM		ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
	Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			
	Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			
	Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			
	Testing of Soil Samples	Actual Cost			
	Lab Services	Actual Cost (Provide breakdown of each cost)			
	Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
TOTAL DIRECT COSTS:					\$232.00



EXHIBIT B

Engineering Estimate Summary	
WHKS Labor Fee (Est)	\$ 39,455.00
WHKS Direct Cost (Est)	\$ 232.00
Survey/ROW Plats (N.A.)	\$ -
Soil Borings (N.A.)	\$ -
Contingency 0%	\$ -
Total Engineering Estimate	\$ 39,687.00

3501 Constitution Drive, Suite B
Springfield, IL 62711
Phone: (217) 483-WHKS
Fax: (217) 483-9458

Project Data

Client: City of Decatur

Route: FAU 7369 - Garfield Ave

Section No.:

Structure #'s: 058-6000

Scope: Proposed alternatives to be investigated include Complete Replacement, Superstructure Replacement, Deck Replacement & Superstructure Repair, Deck Patching & Superstructure Repair, and Do Nothing. Review existing plans and inspection data, perform supplemental field inspection, and prepare BCR. The goal is to assist the city to determine what work is needed and to complete a construction cost estimate for each alternative for determination of scope, programing, and funding source. Deck delamination detection survey using Chain Drag Proedure. Traffic control, bucket truck, and MEWP (Snooper) needed to complete the inspection and is not included in direct costs. Anticipate 2 day of traffic control by City and Snooper w/driver by either IDOT District 7 or IDOT BBS snooper. Direct Cost for RR Permits not included.

Item Description	Total Hours	Project Manager	Transportation Eng III	Transportation Eng II	Transportation Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const Observer	Admin.
001 SN 054-3001 (11-Span Steel Continuous Multi-Beam)																
01 Project Admin & Management	4	4														
02 Billing/Invoicing (4 invoices @ 0.5hrs/invoice)	2	2														
03 Project Kickoff & Closeout	2	2														
04 RR Coordination for access	8	4				4										
05 Preparation, Travel, & Field Inspection (4ppl, 2 Days Est)	48					24						24				
06 Routine & Special Inspection Forms and Coordination	8					4		4								
07 Bridge Condition Report (BCR)	96					40		48				8				
08 Abbreviated Substructure Analysis (If Required)	20					8		12								
09 QC/QA	8	4				4										
Labor Hours Subtotal	196	16	0	0	0	84	0	64	0	0	0	32	0	0	0	0
Labor Costs Subtotal	\$ 39,455.00	\$ 3,900.00	\$ -	\$ -	\$ -	\$ 20,475.00	\$ -	\$ 10,400.00	\$ -	\$ -	\$ -	\$ 4,680.00	\$ -	\$ -	\$ -	\$ -
	99.4%															
Total Labor Hours	196	16	0	0	0	84	0	64	0	0	0	32	0	0	0	0
Total Labor Cost	\$ 39,455.00	\$ 3,900.00	\$ -	\$ -	\$ -	\$ 20,475.00	\$ -	\$ 10,400.00	\$ -	\$ -	\$ -	\$ 4,680.00	\$ -	\$ -	\$ -	\$ -



Exhibit 2

Resolution for Improvement
Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

26-00624-00-BR

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Decatur

Name of Local Public Agency

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

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

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

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Garfield Ave Overpass over CNRR	058-6000	FAU 7369	0.5 miles east of US 51	IC/CN Railroad

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Consultant engineering agreement will result in a BCR that will determine whether to repair, rehabilitate or replace the structure and will establish the scope for Phase II design (repair, rehabilitation or replacement).

2. That there is hereby appropriated the sum of Thirty-nine thousand, six hundred and eighty seven -----Dollars (\$39,687.00) for the improvement of

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

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

I, Kim Eubanks

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Decatur

Name of Local Public Agency

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

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

Council

Governing Body Type

of Decatur

Name of Local Public Agency

at a meeting held on April 06, 2026

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6 day of April, 2026

Day

Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

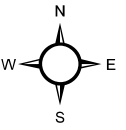
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ApprovedRegional Engineer Signature & Date
Department of Transportation

--



Garfield Avenue Bridge over the Illinois Central Railroad Inspection, CP 2026-24 Location Map



Microsoft, Vantor, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

**Council Memo
Public Works Department
No. 2026-39**

DATE: 4/6/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for 2026 Local Motor Fuel Tax Street Improvement Project, City Project 2026-25

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the resolution awarding the contract for the 2026 Local Street Improvement Project, City Project 2026-25, to Dunn Company, A Division of Tyrolt, Inc. as the lowest, responsible bidder in the amount of \$3,096,023.78 and that the Mayor be authorized to execute the contract and the City Clerk to attest. Attachments to the Resolution include all contract documents except for standard “boilerplate” language and project specific drawings and specifications, general conditions, and standard provisions, common to all City Contracts. Anyone wishing to review the full set of contract documents may obtain copies from the City Clerk.

BACKGROUND:

Streets Inspected Annually

The City typically inspects half of the city streets each year and uses the results of those inspections to develop a 5-year plan of proposed pavement projects. Staff uses a cost-benefit approach to prepare the 5-year plan. The proposed 5-year plan map and street list can be viewed by clicking [HERE](#).

Project Description

This year’s Street Improvement project combined the Local MFT for 2025 and 2026. The project includes mill and overlay work on various streets throughout the city. These roads show signs of surface fatigue due to age. The surface needs to be replaced before defects further degrade the road’s base. In total, 10.00 lane miles of the City’s 930 total lane miles will be rehabilitated as part of this project.

The locations for the Local MFT Street Improvement are as follows:

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length (FT)</u>	<u>Length (Lane Miles)</u>	<u>Average Daily Traffic (ADT)</u>	<u>Functional Classification</u>	<u>Designed Treatment</u>
Northbrook Dr	Mound Rd	Cul-de-sac	1,166	0.44	150	Local Road	Mill & Overlay & Ramps
Bonhomme Ct	Northbrook Dr	Cul-de-sac	147	0.06	25	Local Road	Mill & Overlay & Ramps
Montgomery Ct	Northbrook Dr	Cul-de-sac	390	0.15	75	Local Road	Mill & Overlay &

Benton Dr	Greenridge Dr	Karen Dr	1,745	0.66	75	Local Road	Ramps Patch & Mill & Overlay
Parry Dr	Columbus Dr	Karen Dr	755	0.29	75	Local Road	Patch & Mill & Overlay
Columbus Dr	MacArthur Rd	Greenridge Dr	1,065	0.40	75	Local Road	Patch & Mill & Overlay
E. Hickory Point Rd	RR ROW	Sawyer Rd	3,910	1.48	2,100	Major Collector	A-2 Sealcoat
E. Grand Ave	Lowber St	22nd St	3,557	1.35	5,850	Minor Arterial	Patch, M & O, & Ramps
E. Marcella Dr	Acorn Dr	Wood St	531	0.20	200	Local Road	Patch & Mill & Overlay
S. Acorn Dr	Wood St	Main St	519	0.20	400	Local Road	Patch & Mill & Overlay
E. Wood St	Acorn Dr	29th St	522	0.20	400	Local Road	Patch & Mill & Overlay
S. Linden Ave	Wood St	Main St	531	0.20	325	Local Road	Mill & Overlay & Ramps
E. Orchard St	34th Pl	Albany St	1,007	0.38	1,150	Local Road	Patch & Mill & Overlay
S. Albany St	Orchard St	Fulton Ave	1,929	0.73	1,050	Local Road	Patch & Mill & Overlay
Ridgedale Dr	Phillips Dr	Ridge Lane Dr	1,111	0.42	200	Local Road	Patch & Mill & Overlay
Ridge Lane Dr	Phillips Dr	Bay Shore Dr	1,723	0.65	500	Local Road	Patch & Mill & Overlay
Ridgeway Dr	Phillips Dr	Ridge Lane Dr	1,339	0.51	300	Local Road	Patch & Mill & Overlay
Highland Rd	Southland Rd	Turpin Rd	1,277	0.48	225	Local Road	A-1 Sealcoat
Monroe St	1275 S Monroe	Dead End	565	0.21	30	Local Road	A-2 Sealcoat
Mesa Dr	Turpin Rd	Tempe Dr	1,143	0.43	100	Local Road	Patch & A-1 Sealcoat
Tempe Dr	Mesa Dr	Turpin Rd	930	0.35	100	Local Road	Patch & A-1 Sealcoat
Lilac Dr	Turpin Rd	Dead End	530	0.20	30	Local Road	Patch & A-1 Sealcoat
Total			26,391	10.00			

Note: These locations can also be found on the map linked in this memo.

In addition to paving these streets, sidewalk ramps, street curb, and some water services will be replaced. Utilities will also be adjusted. Crosswalks and stop bars will be refreshed downtown and around Millikin University.

Letting Results

The project scope and specifications were prepared by the Engineering Division. The project was advertised on February 25, 2026, and bids were opened on March 18, 2026. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Total Bid Price</u>	<u>Compared to Engineer's Est. Over (Under)</u>
Dunn Company	\$3,096,023.78	-(12.27%)
Engineer's Estimate	\$3,529,226.73	-----

Five contractors took out a bid package for the Local Street Improvement Project, and one submitted a bid. Dunn Company provided the lowest responsible bid at 12.27% under the engineer's estimate. Dunn Company has successfully completed many jobs of this type for the city.

Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts."

Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

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

Subcontracting is not a requirement for City Projects. Dunn Company will self-perform 61.29% of the contract and subcontract out the other 38.71% with 0.26% being performed by Minority Business Enterprises (MBE). This is below the 10% minimum goal to be performed by MBE's. Dunn Company provided documentation showing they made a good-faith effort to reach out to MBE's for each subcontracting opportunity.

SCHEDULE:

Following approval of the contract by the City Council, work on this project shall begin after a "Notice to Proceed" has been issued from the City. The 2026 Local Street Improvement project is scheduled to be completed by November 30, 2026.

LEGAL REVIEW: The specifications for the Street Improvement project were sent to Legal for review on February 25, 2026.

PRIOR COUNCIL ACTION:

February 16, 2016 – Council approved adding Chapter 51.4 of the City Code establishing a Local Motor Fuel Tax to be used to generate revenue for the construction and maintenance of municipal streets and extensions, sidewalk repairs and maintenance, curbing, grade separations and approaches and engineering services related to those items.

January 20, 2026 – Council amended Chapter 51.4 of the City Code increasing the motor fuel tax on diesel to a rate of five cents (\$0.05) from beginning April 1, 2026.

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

INPUT FROM OTHER SOURCES:

None

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

This memorandum was prepared by Don Cisco, Engineering Project Manager.

BUDGET/TIME IMPLICATIONS: Budget Impact: Funding for this project will come from the Local Motor Fuel Tax Fund, the Water Fund, Sanitary Sewer Fund, and Storm Water Fund. Water valve box adjustments and patches from watermain work will be funded from the Water Fund (\$375,251.80). Sanitary sewer manhole adjustments will be funded from the Sanitary Sewer Fund (\$83,600). Storm sewer and inlets will be funded out of the Storm Water Fund (\$37,515). It is proposed that a total project expenditure of \$3,096,023.78 be authorized which includes \$2,599,656.98 of Local Motor Fuel Tax funds and the amounts from the other sources listed. These amounts represent the low bid amount of \$3,096,023.78.

Staff Impact: Staff time has been allocated for this project in the Capital Improvement Plan.

ATTACHMENTS:

1. 2026-39 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, for the Local Motor Fuel Tax Street Improvement Pr
2. 2026-39 Council Bid Tab CP2026-25

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH DUNN COMPANY, A DIVISION OF TYROLT, INC. FOR
2026 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT, CITY
PROJECT 2026-25**

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

Section 1. That the tabulation of bids received for City Project 2026-25, Local Motor Fuel Tax Street Improvement Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Dunn Company, a Division of Tyrolt, Inc., in the amount of \$3,096,023.78 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Dunn Company, a Division of Tyrolt, Inc, attached hereto as Exhibit A and made part hereof, for said plan, in the amount of \$3,096,023.78.

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

PRESENTED and ADOPTED this 6th day of April, 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Eubanks, Deputy City Clerk

Exhibit A

CONTRACT

THIS CONTRACT, made and entered into this 6th day of April, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Dunn Company, A Division of Tyrolt Inc., hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **2026 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT, City Project 2026-25**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **The Completion Date for this project is November 30, 2026. The Contractor shall complete all work subject to the date on or before the specified date.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond (required for contracts greater than \$150,000)
Addenda #1, dated 03.11.2026

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

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

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

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

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

DEPUTY CITY CLERK

By _____
MAYOR

DUNN COMPANY,
A DIVISION OF TYROLT, INC.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



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

Project: 2026 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
Project Number: 2026-25

We, Dunn Company, A Division of Tyrolt, Inc.

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

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of
Three Million, Ninety-Six Thousand, Twenty-Three and 78/100-----

_____ Dollars (\$3,096,023.78), lawful money of
United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our
heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this
instrument.

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

_____ (Company Name)	_____ (Company Name)
By: _____ (Signature & Title)	By: _____ (Signature & Title)
Attest: _____ (Signature & Title)	Attest: _____ (Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

(Insert names of individuals signing on behalf or PRINCIPAL)

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

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

My commission expires _____

Notary Public (SEAL)

SURETY

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

STATE OF ILLINOIS,

(SEAL)

COUNTY OF _____

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

(Insert names of individuals signing on behalf or SURETY)

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

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

My commission expires _____

Notary Public (SEAL)

CITY OF DECATUR

Approved this 6th day of April, A.D. 2026

Attest:

_____ Kim Eubanks, Deputy City Clerk	_____ City Council _____ City of Decatur, Illinois _____ Julie Moore Wolfe, Mayor
---	--

END OF CONTRACT FORMS

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

for

**2026 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
CITY PROJECT 2026-25**

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

BASE BID

PAY ITEM	DESCRIPTION	QTY	PAY UNIT	UNIT PRICE	EXTENSION
28000500	INLET AND PIPE PROTECTION	39.0	EACH	\$285.00	\$11,115.00
35800100	PREPARATION OF BASE	1,569.4	SQ YD	\$4.25	\$6,669.95
40600290	BITUMINOUS MATERIALS (TACK COAT)	26,940.4	POUND	\$0.79	\$21,282.92
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	555.6	SQ YD	\$40.00	\$22,224.00
40600990	TEMPORARY RAMP	473.1	SQ YD	\$34.25	\$16,203.68
40604052	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N70	5,243.3	TON	\$132.70	\$695,785.91
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	15.9	SQ YD	\$170.50	\$2,710.95
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	5,071.8	SQ FT	\$29.00	\$147,082.20
42400800	DETECTABLE WARNINGS	310.8	SQ FT	\$55.55	\$17,264.94
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	43,095.0	SQ YD	\$5.00	\$215,475.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	7,613.9	SQ YD	\$6.00	\$45,683.40
44000200	DRIVEWAY PAVEMENT REMOVAL	15.9	SQ YD	\$41.80	\$664.62
44000500	COMBINATION CURB AND GUTTER REMOVAL	646.4	FOOT	\$31.90	\$20,620.16
44000600	SIDEWALK REMOVAL	4,532.5	SQ FT	\$7.15	\$32,407.38
44200966	CLASS B PATCHES, TYPE I, 10 INCH	5.0	SQ YD	\$341.00	\$1,705.00
44200970	CLASS B PATCHES, TYPE II, 10 INCH	470.0	SQ YD	\$267.50	\$125,725.00
44200974	CLASS B PATCHES, TYPE III, 10 INCH	430.0	SQ YD	\$267.50	\$115,025.00
44200976	CLASS B PATCHES, TYPE IV, 10 INCH	210.0	SQ YD	\$264.00	\$55,440.00
44201349	CLASS C PATCHES, TYPE I, 10 INCH	86.4	SQ YD	\$363.00	\$31,363.20
44201692	CLASS D PATCHES, TYPE II, 4 INCH	176.0	SQ YD	\$113.60	\$19,993.60
44201694	CLASS D PATCHES, TYPE III, 4 INCH	150.0	SQ YD	\$126.00	\$18,900.00
44201696	CLASS D PATCHES, TYPE IV, 4 INCH	3,140.0	SQ YD	\$90.90	\$285,426.00
44201717	CLASS D PATCHES, TYPE II, 6 INCH	79.0	SQ YD	\$231.00	\$18,249.00

PAY ITEM	DESCRIPTION	QTY	PAY UNIT	UNIT PRICE	EXTENSION
44201721	CLASS D PATCHES, TYPE III, 6 INCH	174.0	SQ YD	\$120.40	\$20,949.60
44201723	CLASS D PATCHES, TYPE IV, 6 INCH	426.0	SQ YD	\$135.00	\$57,510.00
44201297	DOWEL BARS 1"	2,190.0	EACH	\$26.40	\$57,816.00
44213200	SAW CUTS	5,420.0	FOOT	\$7.90	\$42,818.00
44213204	TIE BARS 3/4"	100.0	EACH	\$22.00	\$2,200.00
56500700	DOMESTIC WATER SERVICE BOXES TO BE REMOVED	32.0	EACH	\$880.00	\$28,160.00
56500800	DOMESTIC WATER SERVICE BOXES	22.0	EACH	\$1,237.50	\$27,225.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	1.0	EACH	\$5,115.00	\$5,115.00
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	22.0	EACH	\$4,180.00	\$91,960.00
60260500	INLETS TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE	5.0	EACH	\$2,585.00	\$12,925.00
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	22.0	EACH	\$4,290.00	\$94,380.00
60604700	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (MODIFIED)	529.7	FOOT	\$159.50	\$84,487.15
70300100	SHORT TERM PAVEMENT MARKING	3,237.0	FOOT	\$4.20	\$13,595.40
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	1,079.0	SQ FT	\$2.30	\$2,481.70
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	1,351.8	SQ FT	\$6.60	\$8,921.88
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	18,942.9	FOOT	\$1.60	\$30,308.64
78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	24.0	FOOT	\$2.20	\$52.80
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	8,229.3	FOOT	\$3.30	\$27,156.69
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	1,430.5	FOOT	\$6.40	\$9,155.20
LR403200	BITUMINOUS MATERIALS (PRIME COAT)	16.3	TON	\$1,110.00	\$18,093.00
LR403300	SURFACE PROFILE MILLING	8,603.1	SQ YD	\$3.10	\$26,669.61
LR403400	BITUMINOUS MATERIALS (COVER AND SEAL COATS)	46.5	TON	\$846.50	\$39,362.25
LR403500	COVER COAT AGGREGATE	138.5	TON	\$97.30	\$13,476.05
LR403600	SEAL COAT AGGREGATE	256.5	TON	\$73.20	\$18,775.80
X0001000	CURB WALL	85.5	FOOT	\$220.00	\$18,810.00
X0327678	EXPLORATORY EXCAVATION	32.0	EACH	\$715.00	\$22,880.00
X2080015	CLSM TRENCH BACKFILL	96.1	CU YD	\$220.00	\$21,142.00
X3400004	RETAINING WALL REMOVAL	65.5	FOOT	\$55.00	\$3,602.50
X5620010	DISCONNECT WATER SERVICE	10.0	EACH	\$1,650.00	\$16,500.00

PAY ITEM	DESCRIPTION	QTY	PAY UNIT	UNIT PRICE	EXTENSION
X5620096	WATER SERVICE LINE 1", (BORED)	502.0	FOOT	<u>\$140.80</u>	<u>\$70,681.60</u>
X5650002	CORPORATION STOP REPLACE 1"	22.0	EACH	<u>\$1,650.00</u>	<u>\$36,300.00</u>
X6060280	CONCRETE GUTTER, TYPE B, SPL	104.0	FOOT	<u>\$181.50</u>	<u>\$18,876.00</u>
Z0015000	CURB STOPS 1"	22.0	EACH	<u>\$1,210.00</u>	<u>\$26,620.00</u>
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1.0	LSUM	\$200,000.00	\$200,000.00

TOTAL BID \$3,096,023.78

TOTAL BID IN WORDS:

THREE MILLION NINETY SIX THOUSAND TWENTY THREE DOLLARS & 78/100

RETURN WITH BID

**CITY OF DECATUR
NOTICE TO CONTRACTORS
PREVAILING WAGE ACT**

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

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

RETURN WITH BID

6. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.
7. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

Date: _____

Date: 03-03-2026

City of Decatur, Illinois

David W. Tyrolt
Contractor **DAVID W. TYROLT, PRESIDENT**
TYROLT COMPANY, A DIVISION OF TYROLT, INC.
END OF BID FORM

PROJECT NUMBER: 2026-25
PROJECT NAME: Local Motor Fuel Tax Street Improvement Project

BID DATE: 3/18/2026
TIME: 10:00a.m

FUND Local MFT, Storm Water, Sanitary Sewer, Non-Lake Capital
ORGANIZATION CODE: 42484206, 78487806, 79487906, 81808118
OBJECT CODE: 489070, 489040, 489030, 488800

Engineer's Estimate

City Engineering Division

Dunn Company
A Division of Tyroll, Inc.
724 N. Mercer Street
Decatur, IL 62522
Contact Person
David Tyrollt
217-429-4444
david.tyrollt@dunnco.com

Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
28000500	INLET AND PIPE PROTECTION	39.00	EACH	\$ 275.00	\$10,725.00	\$285.00	\$11,115.00
35800100	PREPARATION OF BASE	1569.40	SQ YD	\$ 3.00	\$4,708.20	\$4.25	\$6,669.95
40600290	BITUMINOUS MATERIALS (TACK COAT)	26940.40	POUND	\$ 0.70	\$18,858.28	\$0.79	\$21,282.92
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	555.60	SQ YD	\$ 40.00	\$22,224.00	\$40.00	\$22,224.00
40600990	TEMPORARY RAMP	473.10	SQ YD	\$ 27.00	\$12,773.70	\$34.25	\$16,203.68
40604052	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N70	5243.30	TON	\$ 137.00	\$718,332.10	\$132.70	\$695,785.91
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	15.90	SQ YD	\$ 250.00	\$3,975.00	\$170.50	\$2,710.95
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	5071.80	SQ FT	\$ 29.00	\$147,082.20	\$29.00	\$147,082.20
42400800	DETECTABLE WARNINGS	310.80	SQ FT	\$ 58.00	\$18,026.40	\$55.55	\$17,264.94
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	43095.00	SQ YD	\$ 5.60	\$241,332.00	\$5.00	\$215,475.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	7613.90	SQ YD	\$ 5.90	\$44,922.01	\$6.00	\$45,683.40
44000200	DRIVEWAY PAVEMENT REMOVAL	15.90	SQ YD	\$ 60.00	\$954.00	\$41.80	\$664.62
44000500	COMBINATION CURB AND GUTTER REMOVAL	646.40	FOOT	\$ 32.00	\$20,684.80	\$31.90	\$20,620.16
44000600	SIDEWALK REMOVAL	4532.50	SQ FT	\$ 7.25	\$32,860.63	\$7.15	\$32,407.38
44200966	CLASS B PATCHES, TYPE I, 10 INCH	5.00	SQ YD	\$ 330.00	\$1,650.00	\$341.00	\$1,705.00
44200970	CLASS B PATCHES, TYPE II, 10 INCH	470.00	SQ YD	\$ 265.00	\$124,550.00	\$267.50	\$125,725.00
44200974	CLASS B PATCHES, TYPE III, 10 INCH	430.00	SQ YD	\$ 262.00	\$112,660.00	\$267.50	\$115,025.00
44200976	CLASS B PATCHES, TYPE IV, 10 INCH	210.00	SQ YD	\$ 259.00	\$54,390.00	\$264.00	\$55,440.00
44201349	CLASS C PATCHES, TYPE I, 10 INCH	86.40	SQ YD	\$ 350.00	\$30,240.00	\$363.00	\$31,363.20
44201692	CLASS D PATCHES, TYPE II, 4 INCH	176.00	SQ YD	\$ 164.00	\$28,864.00	\$113.60	\$19,993.60
44201694	CLASS D PATCHES, TYPE III, 4 INCH	150.00	SQ YD	\$ 160.00	\$24,000.00	\$126.00	\$18,900.00
44201696	CLASS D PATCHES, TYPE IV, 4 INCH	3140.00	SQ YD	\$ 152.00	\$477,280.00	\$90.90	\$285,426.00
44201717	CLASS D PATCHES, TYPE II, 6 INCH	79.00	SQ YD	\$ 178.00	\$14,062.00	\$231.00	\$18,249.00
44201721	CLASS D PATCHES, TYPE III, 6 INCH	174.00	SQ YD	\$ 175.00	\$30,450.00	\$120.40	\$20,949.60
44201723	CLASS D PATCHES, TYPE IV, 6 INCH	426.00	SQ YD	\$ 167.00	\$71,142.00	\$135.00	\$57,510.00
44201297	DOWEL BARS 1"	2190.00	EACH	\$ 30.00	\$65,700.00	\$26.40	\$57,816.00
44213200	SAW CUTS	5420.00	FOOT	\$ 8.00	\$43,360.00	\$7.90	\$42,818.00
44213204	TIE BARS 3/4"	100.00	EACH	\$ 23.00	\$2,300.00	\$22.00	\$2,200.00
56500700	DOMESTIC WATER SERVICE BOXES TO BE REMOVED	32.00	EACH	\$ 700.00	\$22,400.00	\$880.00	\$28,160.00
56500800	DOMESTIC WATER SERVICE BOXES	22.00	EACH	\$ 1,500.00	\$33,000.00	\$1,237.50	\$27,225.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	1.00	EACH	\$ 3,000.00	\$3,000.00	\$5,115.00	\$5,115.00
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	22.00	EACH	\$ 4,200.00	\$92,400.00	\$4,180.00	\$91,960.00
60260500	INLETS TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE	5.00	EACH	\$ 3,500.00	\$17,500.00	\$2,585.00	\$12,925.00
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	22.00	EACH	\$ 4,400.00	\$96,800.00	\$4,290.00	\$94,380.00
60604700	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (MODIFIED)	529.70	FOOT	\$ 156.00	\$82,633.20	\$159.50	\$84,487.15
70300100	SHORT TERM PAVEMENT MARKING	3237.00	FOOT	\$ 2.00	\$6,474.00	\$4.20	\$13,595.40
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	1079.00	SQ FT	\$ 2.00	\$2,158.00	\$2.30	\$2,481.70
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	1351.80	SQ FT	\$ 9.00	\$12,166.20	\$6.60	\$8,921.88
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	18942.90	FOOT	\$ 3.10	\$58,722.99	\$1.60	\$30,308.64
78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	24.00	FOOT	\$ 5.10	\$122.40	\$2.20	\$52.80
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	8229.30	FOOT	\$ 6.10	\$50,198.73	\$3.30	\$27,156.69
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	1430.50	FOOT	\$ 8.25	\$11,801.63	\$6.40	\$9,155.20
LR403200	BITUMINOUS MATERIALS (PRIME COAT)	16.30	TON	\$ 1,600.00	\$26,080.00	\$1,110.00	\$18,093.00
LR403300	SURFACE PROFILE MILLING	8603.10	SQ YD	\$ 4.60	\$39,574.26	\$3.10	\$26,669.61
LR403400	BITUMINOUS MATERIALS (COVER AND SEAL COATS)	46.50	TON	\$ 1,600.00	\$74,400.00	\$846.50	\$39,362.25
LR403500	COVER COAT AGGREGATE	138.50	TON	\$ 50.00	\$6,925.00	\$97.30	\$13,476.05
LR403600	SEAL COAT AGGREGATE	256.50	TON	\$ 50.00	\$12,825.00	\$73.20	\$18,775.80
X0001000	CURB WALL	85.50	FOOT	\$ 300.00	\$25,650.00	\$220.00	\$18,810.00
X0327678	EXPLORATORY EXCAVATION	32.00	EACH	\$ 1,000.00	\$32,000.00	\$715.00	\$22,880.00
X2080015	CLSM TRENCH BACKFILL	96.10	CU YD	\$ 150.00	\$14,415.00	\$220.00	\$21,142.00
X3400004	RETAINING WALL REMOVAL	65.50	FOOT	\$ 100.00	\$6,550.00	\$55.00	\$3,602.50

PROJECT NUMBER: 2026-25 PROJECT NAME: Local Motor Fuel Tax Street Improvement Project BID DATE: 3/18/2026 TIME: 10:00a.m FUND Local MFT, Storm Water, Sanitary Sewer, Non-Lake Capital ORGANIZATION CODE: 42484206, 78487806, 79487906, 81808118 OBJECT CODE: 489070, 489040, 489030, 488800				Engineer's Estimate City Engineering Division		Dunn Company A Division of Tyroll, Inc. 724 N. Mercer Street Decatur, IL 62522 Contact Person David Tyrollt 217-429-4444 david.tyrollt@dunnco.com	
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Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
X5620010	DISCONNECT WATER SERVICE	10.00	EACH	\$ 2,310.00	\$23,100.00	\$1,650.00	\$16,500.00
X5620096	WATER SERVICE LINE 1", (BORED)	502.00	FOOT	\$ 200.00	\$100,400.00	\$140.80	\$70,681.60
X5650002	CORPORATION STOP REPLACE 1"	22.00	EACH	\$ 1,800.00	\$39,600.00	\$1,650.00	\$36,300.00
X6060280	CONCRETE GUTTER, TYPE B, SPL	104.00	FOOT	\$ 156.00	\$16,224.00	\$181.50	\$18,876.00
Z0015000	CURB STOPS 1"	22.00	EACH	\$ 2,000.00	\$44,000.00	\$1,210.00	\$26,620.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1.00	LSUM	\$ 200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
TOTAL BIDS (AS CORRECTED)					\$3,529,226.73		
Percent Over Under ENGINEER'S ESTIMATE						\$3,096,023.78	-12.27%



 Paul E. Caswell, P.E., City Engineer

3/19/2026

 Date

**Council Memo
Public Works Department
No. 2026-38**

DATE: 4/6/2026

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

SUBJECT:
Resolution Approving the Purchase and Installation of Two (2) Emergency Warning Sirens

SUMMARY RECOMMENDATION: It is proposed that the City Council approve the attached resolution authorizing the mayor to sign and the City Clerk to attest to the expenditure of \$53,767.60 to Federal Signal Corporation for the purchase and installation of two Federal Signal outdoor emergency warning sirens.

BACKGROUND:

The City currently has 21 outdoor emergency warning sirens. In 2015 the City began replacing the outdoor warning sirens due to the age of the system and the limited availability of replacement parts. At that time, competitive quotes were received and it was determined that Federal Signal Corporation provided the best value to the City for providing emergency warning sirens. The Federal Signal siren is the most popular siren in Central Illinois and is compatible with the City's radio system. As part of this replacement program, to date, the City has replaced 15 of its 21 outdoor emergency warning sirens.

The warning sirens located near the Stephen Decatur middle school on Runnin Reds Boulevard and on Imboden near the Dennis Lab School. These sirens have had outages in recent years. The Runnin Reds siren has RTU boards that have been repeatedly replaced, multiple wiring issues that have needed repairs and gear box failure. The Imboden siren has been selected due to a faulty power conversion board causing issues between the interface and battery charging boards. Both sirens being replaced are American RM130's and will be replaced with Federal 2001-130 sirens.

SCHEDULE:

Following approval by the City Council the Outdoor Warning Sirens will be purchased, and the installation scheduled. The new Outdoor Warning Sirens should be installed and commissioned within 60 days of the receipt of the equipment, weather permitting.

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

PRIOR COUNCIL ACTION:

Since 2015, the City has been installing new emergency warning sirens at a rate of 2 per year.

The approved 2026 budget included funding for 2 new sirens.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Matt Newell, Public Works Director, Byron Bowman, Municipal Services Manager, Rick Baker, Municipal Services Operations Supervisor. Matt Newell will be present to answer any questions of the Council on this item.

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

ATTACHMENTS:

1. 2026-38 Resolution Emergency Sirens

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF TWO (2)
EMERGENCY WARNING SIRENS**

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

Section 1. That the Federal Signal Corporation quote received for two Federal Signal outdoor emergency warning sirens, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the quote of Federal Signal Corporation in the amount of \$53,767.60, be 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 Federal Signal Corporation for their quoted price of \$53,767.60

PRESENTED and ADOPTED this 6th day of April, 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Eubanks, Deputy City Clerk

Number : **SYSQ19303**

 Date : **03/22/2026**

 Expiration Date : **06/21/2026**
Quoted
Company:
City of Decatur

 2600 N. Jasper
 Decatur, IL 62526
 USA

To:
Ryan Odom
 217-521-2392
 rodom@decaturil.gov

Your Sales Rep:
Jeff Ryba
 Sales Representative
 Phone 708-597-3200
 jryba@braniffcomm.com

Prepared By:
Jeff Ryba
 Sales Representative
 Phone 708-597-3200
 jryba@braniffcomm.com

Notes:

Proposal for Two (2) New 2001-130 Sirens to Replace Existing RM-130 Sirens

Project Ref:

Two New 2001-130 Sirens

Terms				Ship Via	FOB
NET 30 With Account Approval				Will Call / Installer	Origin
Line	Qty	Part Number	Description	Unit Price	Ext. Price
New Siren Equipment					
1	2	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	\$10,071.90	\$20,143.80
2	2	DCB	MECHANICAL SIREN CONTROLLER, DC	\$4,927.50	\$9,855.00
3	2	Q-DCCONVERTER	DC KIT, DC-DC CONVERTER	\$483.30	\$966.60
4	2	SK-DCM-C	DC CURRENT SENSOR, CHOPPER	\$213.30	\$426.60
5	2	SK-DCM-R	DC CURRENT SENSOR, ROTATOR	\$213.30	\$426.60
Installation Services					
6	2	TK-IO-CUSTINS	INSTALLATION SERVICES, CUSTOM, INSTALLATION OF 2001-130 SERIES SIREN EQUIPMENT ON EXISTING TREATED TIMBER POLE INCLUDING ALL RELATED INSTALLER-PROVIDED MATERIAL/HARDWARE. EXISTING MOTOROLA XTL RADIO, FCTBDH CONTROLLER AND ANTENNA SYSTEM TO BE UTILIZED. INCLUDES STANDARD DUTY BATTERIES AS WELL AS SITE COMMISSIONING SERVICES. ALSO INCLUDES REMOVAL OF EXISTING SIREN EQUIPMENT.	\$10,300.00	\$20,600.00
7	1	TK-IO-CRTPAY-CU	ADMIN FEE-PREVAILING WAGE/CERTIFIED PAYROLL/DAVIS-BACON ACT.	\$1,349.00	\$1,349.00

Lead Time:

8 - 10 Week Lead Time, ARO.

SubTotal	\$53,767.60
Tax	
Total USD	\$53,767.60
Recurring Totals	\$0.00

EXHIBIT A

This quotation is expressly subject to acceptance by Buyer of all terms stated on this and Federal Signal's terms of sale (available on request). Any exception to or modifications of such terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or office of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of Federal Signal's terms. Any such order shall be subject to acceptance by Seller in its discretion. Prices Subject To Change - Prices Based Upon Total Purchase - All Delivery, Training Or Consulting Services To Be Billed At Published Rates For Each Activity Involved. We Shall Not Be Liable For Any Loss Of Profits, Business, Goodwill, Data, Interruption Of Business, Nor For Incidental Or Consequential Merchantability Or Fitness Of Purpose, Damages Related To This Agreement.

Quote Approved By: _____

Closing Notes:

Taxes

Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

Cancellation Schedule - Material:

-Percentages shown are of total order value with weeks representing number of weeks from receipt of official order:

- 10% after 2 weeks.
- 20% after 4 weeks.
- 40% after 6 weeks.
- 80% after 8 weeks.

Cancellation Schedule - Services:

-If any cancellation of scheduled service visit occurs, Federal Signal reserves the right to impose cancellation charges as follows:

-Cancellation of visit within 7 days of mobilization - 50% of agreed upon labor and incurred expenses plus handling fee.

-Cancellation of visit within 2 days of mobilization - 100% of agreed upon labor and incurred expenses plus handling fee.

Delivery Schedule:

-From receipt of official purchase order, delivery is based upon the agreed upon schedule. Production does not commence until receipt of approved drawings to Code B(approved with comments)

Warranty/Guarantee:

Please see Federal Signal Limited Warranty Terms and Conditions document (attached)

Storage Charges:

-0.5% storage charge per month on total amount of invoice applies if product is not pickup/shipped within two weeks after signed FAT.

Quote Approved By: _____ Date: _____

This quotation is expressly subject to acceptance by Buyer of all terms stated on this and Federal Signal's terms of sale (available on request). Any exception to or modifications of such terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or office of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of Federal Signal's terms. Any such order shall be subject to acceptance by Seller in its discretion. Prices Subject To Change - Prices Based Upon Total Purchase - All Delivery, Training Or Consulting Services To Be Billed At Published Rates For Each Activity Involved. We Shall Not Be Liable For Any Loss Of Profits, Business, Goodwill, Data, Interruption Of Business, Nor For Incidental Or Consequential Merchantability Or Fitness Of Purpose, Damages Related To This Agreement.

2001-130 Siren

Features

- **130 dB(C) output**
- **Directional, rotating siren for maximum coverage**
- **Three distinct warning signals**
- **Full battery operation or battery back-up**
- **Maintenance-free sealed bearing motors**
- **Weather-resistant coating**
- **Ideal for outdoor warning**
- **5-year limited warranty**



The Federal Signal 2001-130 public siren is a high power, rotating, uni-directional outdoor warning siren that offers an anechoic certified signal strength of 130 dB(C) +/- 1 dB(C) at 100-ft. The high-decibel output provides maximum coverage with minimum installation cost. Radio activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The 2001-130 siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless ethernet, satellite/cellular or landline.

Ideally suited to provide warning for hazardous weather conditions, fires, floods, chemical spills and other types of emergencies, the 2001-130 siren is a perfect choice to protect any community.

2001-130 Siren

Specifications

Power Requirements*

Siren Motor	48V (DC or full wave rectified AC) 110A (nom.)
Rotator Motor	48V (DC or full wave rectified AC) 1A (nom.)

Wiring

Siren Motor	2 AWG
Rotator Motor	12 AWG

Motor Type

Siren	Series wound DC 6 Hp
Rotator	Permanent magnet DC 1/8 Hp

Signal Information

Signal	Frequency Range	Sweep Rate
Steady	790 Hz	N.A.
Wail	470-790 Hz	10 sec.
Fast Wail	600-790 Hz	3.5 sec.
Signal Duration	3min. std. (programmable)	
Signal Output (SPL)	130 dB(C) +/- 1 dB(C) at 100' (30.5 m) 6400 feet Effective Range at 70dBC	
Rotation	3 RPM	

Dimensions

Height x Width x Depth	55" x 37" x 41"
	140cm x 94cm x 10cm

Weight

Shipping Weight	450 lbs. (205 kg)
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Environmental

Operating Temperature	-30°C to +60°C**
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* Power requirements refer to the power supplied by the batteries or optional AC operation through 2001TRB.

** The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher.

Ordering Information*

Siren Motor	Rotating electro-mechanical Siren 130 dB(C) +/- 1dB(C), 48VDC, pole mount included
2001AC ¹	AC operated motor control, 208 or 220/240VAC (specify voltage) NEMA 3R control cabinet, two 48VDC contactors and transformer/rectifier, 182 lbs. 53 kg
2001DC ^{1,2}	120VAC motor control, NEMA 4 control cabinet, four chargers, two 48VDC contactors and NEMA 3R battery cabinet. 224 lbs. 102 kg

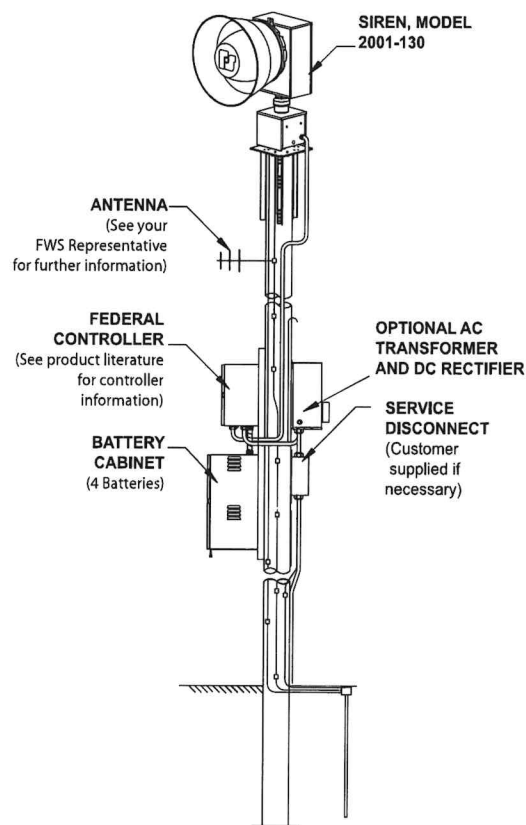
Landline Option

2001HR	Rotator holding relay for use with external timer
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* 2001-130 Siren requires a Federal Controller such as FC or DFCB (See controller product literature)

¹ For use with Electro-mechanical sirens. Antenna and cable are not included with any radio activation control and must be purchased separately. (See your sales representative)

² Batteries not included.





SSG TERMS AND CONDITIONS OF SALE (Goods and Services)

Effective 11-22-2021

1. **DEFINITIONS.** In these Terms and Conditions of Sale, "Seller" means Federal Signal Corporation, including any division or subsidiary of Federal Signal Corporation; "Buyer" means the person or entity that placed the order or on whose behalf the order is placed; "Goods" means the goods identified in Seller's acknowledgment of Buyer's order; "Services" means the services identified in Seller's acknowledgment of Buyer's order; "Contract" means the written agreement (which shall include these Terms and Conditions) between Buyer and Seller for the supply of the Goods and/or provision of Services; and "Contract Price" means the price payable to Seller by Buyer for the Goods and/or Services.
2. **ORDERS; CONTRACT.** All orders must be in writing. The buyer understands and agrees that any order, upon Acceptance by Seller, shall be subject to these Terms and Conditions of Sale. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's order or in any other communication from Buyer to Seller, or any trade usage or course of dealing between Buyer and Seller, unless expressly agreed to in writing by Seller in Seller's acknowledgment of Buyer's order. If the details of the Goods or Services described in Seller's quotation differ from those set out in Seller's acknowledgment, the latter shall apply. Seller reserves the right to make minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.
3. **EFFECTIVE DATE; CANCELATION.** The Contract shall become effective only upon the date of acceptance of Buyer's order by Seller's written acknowledgment or upon Seller's commencement of performance, whichever is first ("Acceptance"). Buyer may not cancel or change an order after Acceptance by Seller without the written consent of Seller. Notwithstanding the foregoing, Seller may, in its sole discretion, agree to a written request from Buyer for cancellation of an open order under the following conditions: Seller shall be subject to cancellation charges equal to the greater of (i) 110% of the cost of work completed and/or custom materials purchased at the time the request is delivered, or (ii) a percentage of the canceled portion of the Contract calculated as follows:

10% - if canceled more than 2 weeks from the Effective Date;
20% - if canceled more than 4 weeks from the Effective Date;
40% - if canceled more than 6 weeks from the Effective Date;
80% - if canceled more than 8 weeks from the Effective Date.

Cancellation Schedule - Services:
If services are canceled within 1 week of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 50% of scheduled services will be charged. If services are canceled within 2 days of the scheduled mobilization date; 110% of unrecoverable out-of-pocket costs + 100% of scheduled services will be charged.
4. **PRICE AND PAYMENT TERMS.** Unless previously withdrawn, Seller's quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days after its date of issuance to Buyer. Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where the specified shipment date is more than 30 days from the date of the order from Buyer. Unless otherwise specified in the Contract or Seller's applicable price list, prices are FOB Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice. Amounts not paid when due shall bear interest for each day after the due date calculated at the annual rate of 18% or the highest rate permitted by law, whichever is less. Freight, packing and handling will be charged at Seller's standard rates, which are available upon request by Buyer. If the contract is for more than one unit of Goods, the Goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event, each such shipment shall be paid separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Payment by credit card may be subject to a service charge.

Seller reserves the right to increase the quoted order price at any time before delivery to Buyer to reflect any increase in Seller's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Seller. Seller shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.
5. **TITLE; RISK OF LOSS.** Title to, ownership of, and risk of loss or damage to the Goods shall pass to the Buyer, and Buyer shall be responsible for insurance of the Goods, upon delivery of the Goods to the carrier. Alternatively, if it is expressly stated in the Contract that Seller is to procure insurance for the Goods after delivery to the carrier, such insurance will be charged at the carrier's standard rates. "FOB" and any other delivery term used in the Contract shall be defined in accordance with the latest version of Incoterms. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.
6. **TAXES.** Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the Goods or Services ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to Seller before the date of invoice.

7. **DELIVERY; FORCE MAJEURE.** Unless otherwise stated in Seller's quotation, all periods stated for delivery or completion run from the Effective Date and are to be treated as estimates only and are not guaranteed. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents, the delivery/completion period and the Contract Price shall both be adjusted as necessary. If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for shipment, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into storage at Buyer's expense. Upon placing the Goods into storage, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly. The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, disease, health epidemic or pandemic, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labor trouble, strike, lockout or injunction. Seller shall have no obligation to deliver any hardware, software, services or technology unless and until it has received any necessary licenses or authorizations or has qualified for general licenses or license exceptions under applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time (including without limitation those of the United States, the European Union and the jurisdiction in which Seller is established or from which the items are supplied). If for any reason any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any such applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the Contract or would in the reasonable judgment of Seller otherwise expose Seller to a risk of liability under applicable laws, regulations, orders or requirements, Seller shall be relieved without liability of all obligations under the Contract. If either party is delayed or prevented from performance of its obligations by reason of this clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination. Seller may deliver by installments, and each delivery shall constitute a separate Contract. Failure by Seller to deliver any one or more of the installments in accordance with their terms shall not entitle Buyer to terminate the whole Contract or treat it as Repudiated.
8. **INSPECTION.** Buyer shall inspect the goods immediately upon the receipt thereof. All claims for shortfalls in quantity or for incorrect delivery or for any alleged defect in Seller's performance under this Contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within five days of Buyer's receipt of the Goods. Failure to make any such claim within said period shall constitute a waiver of such claim and an irrevocable acceptance of the Goods by Buyer.
9. **DEDUCTIONS AND RETURNS.** Buyer must contact the factory before returning any merchandise. Goods in new, unused and undamaged condition that are resalable as new products without modification or repackaging may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking, freight, and handling charges. A Return Material Authorization (RMA) must be obtained before returning merchandise for credit. All returns are subject to inspection of merchandise and any defects in the units will be charged back to the Buyer at the cost of parts and labor. Credit deductions will not be honored unless covered by an RMA. Buyer assumes all risk of loss for such returned goods until actual receipt thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.
10. **LIMITED WARRANTY.**
- NOTICE: IF ANY GOODS, INCLUDING ANY COMPONENT PART OF ANY GOODS, OR SERVICES SOLD BY SELLER ARE ACCOMPANIED BY A SEPARATE MANUFACTURER'S WARRANTY COVERING SUCH GOODS OR SERVICES, THE TERMS OF SUCH WARRANTY, INCLUDING ALL IMITATIONS OF SUCH WARRANTY, SHALL GOVERN THOSE GOODS OR SERVICES, AND ANY WARRANTY OF SELLER OTHERWISE APPLICABLE TO SUCH GOODS OR SERVICES SHALL NOT APPLY.**
- A. Goods. Subject to the foregoing, Seller's limited warranty for any new Goods which are the subject of any Seller's acknowledgment of Buyer's order may be found at www.fedsig.com/SSG-Warranty, or maybe obtained by writing to Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484; by email to info@federalsignal.com; or by calling 708/534-3400.
- B. Services Seller warrants that Services provided by Seller will be performed with all reasonable skill, care and diligence and in accordance with standard industry practice. Seller will correct defects in Services provided by Seller and reported to Seller within ninety days after completion of such Services. Services corrected in accordance with this Section shall be subject to the foregoing warranty for an additional ninety days from the date of completion of correction of such Services.
11. **REMEDIES AND LIMITATIONS OF LIABILITY.** The remedies contained the preceding paragraph constitute the sole recourse against Seller for breach of any of Seller's obligations under the Contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller's liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the Contract, or the manufacture, sale, delivery or use of the Goods or Services exceed the purchase price of the Goods or Services. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.
12. **LIMITED INDEMNITY AGAINST INFRINGEMENT.** Seller shall, at its own expense, defend any litigation resulting from sale of the Goods to the extent that such litigation alleges that the Goods or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Goods in combination with equipment or devices not made by Seller or from modification of the Goods, and further provided that Buyer notifies Seller immediately upon its obtaining notice of such impending claim and cooperates fully with Seller in preparing a defense. If Buyer provides to Seller the authority, assistance, and information Seller needs to defend or settle such claim, Seller shall pay any final award of damages in such suit and any expense Buyer incurs at Seller's written request, but Seller shall not be liable for a settlement made without its prior written consent. If the Goods are held to be infringing and the use thereof is enjoined, Seller shall, at its option, either (i) procure for the Buyer the right to use the Goods, (ii) replace the Goods with others which do not constitute infringement, or (iii) remove the infringing Goods and refund the payment(s) made therefor by Buyer. The foregoing states the Buyer's sole remedy for, and Seller's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Goods provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.

13. **INTELLECTUAL PROPERTY RIGHTS.** All drawings, data, designs, tooling, equipment, procedures, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, computer and/or product software and all parts thereof, trademarks and all other information, technical or otherwise which was developed, made or supplied by or for Seller in the production of any Goods or Services sold hereunder will be and remain the sole property of Seller (or its licensors, if any). Buyer agrees not to reverse engineer any Goods purchased Hereunder.
14. **EXPORT REGULATIONS.** Buyer agrees to comply fully with all laws and regulations concerning the export of goods from the United States, including, but not limited to Export Administration Rules ("EAR"), regulations of the Office of Foreign Asset Control ("OFAC"), International Traffic in Arms Regulations ("ITAR"), as well as Denial Order and Entry lists under EAR and Specially Designated Nationals and Blocked Persons list under OFAC regulations.
15. **INSTALLATION.** In those circumstances where Seller has agreed to install Goods for Buyer, the following provisions shall control:
- A. Responsibility. Installation shall be by Buyer unless otherwise specifically agreed to in writing by Seller.
 - B. Receiving Product and Staging Location. Buyer is responsible to receive, store and protect all Goods intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
 - C. Installation Methods & Materials. Installation is based on methods and specifications intended to meet applicable safety and installation codes and regulations. Design changes required by Buyer may result in additional charges. D. Radio Frequency Interference. Seller is not responsible for RF transmission and reception affected by system interference beyond its control.
 - E. Installation Site Approval. Buyer must provide signed documentation to Seller, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that Seller is authorized to commence installation at the site designated by Buyer before Seller will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by Seller for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
 - F. AC Power Hookup. Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by Seller. G. Permits & Easements. Seller will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
 - H. Soil Conditions Clause. In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, Seller will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if Seller cannot obtain approval in a timely manner.
 - I. Contaminated Sites. Seller is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. Seller will not knowingly approve installation at any site containing contaminants. Buyer must inform Seller when known or suspected soil contaminants exist at any intended installation site.
 - J. Site Cleanup. Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional site restoration quotes are available.
 - K. Waste Disposal. Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
 - L. Work Hours. All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
 - M. Project Reporting. Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.
 - N. Safety Requirements & Compliance. Seller requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of Seller equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.
16. **ASSIGNMENT AND SUBCONTRACTING.** Seller may assign its rights and obligations by giving Buyer written notice thereof but without being obligated to obtain Buyer's consent prior thereto. In the event of an assignment, Seller shall be discharged of any liability pursuant to those purchase orders which have been assigned or delegated. Customer may not assign its rights nor delegate its obligations under any or all of its purchase orders unless Seller's written consent is obtained prior thereto and any such assignment or delegation without such consent shall be void.
17. **DEFAULT, INSOLVENCY AND CANCELTION.** Seller shall be entitled, without prejudice to any other rights it may have, to cancel the Contract immediately, in whole or in part, by notice in writing to Buyer, if (a) Buyer is in default of any of its obligations under the Contract and fails, within 20 (twenty) days of the date of Seller's notification in writing of the existence of the default, either to rectify such default if it is reasonably capable of being rectified within such period or, if the default is not reasonably capable of being rectified within such period, to take and diligently continue action to remedy the default or (b) on the occurrence of an Insolvency Event in relation to Buyer. "Insolvency Event" in relation to Buyer means any of the following: (i) a meeting of creditors of Buyer being held or an arrangement or composition with or for the benefit of its creditors being proposed by or in relation to Buyer; (ii) a receiver, administrator or similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of Buyer; (iii) Buyer ceasing to carry on business or being unable to pay its debts; (iv) Buyer or its equity holders or the holder of a qualifying floating charge giving notice of their intention to

appoint, or making an application to the court for the appointment of, an administrator; (v) a petition being presented (and not being discharged within 30 days) or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of Buyer; or (vi) the happening in relation to Buyer of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets. Seller shall be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such default or cancellation, including all costs of collection and a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).

18. **SEVERABILITY.** If any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
19. **NO WAIVER.** No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing or performance, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
20. **NOTICES.** All notices and claims in connection with the Contract must be in writing.
21. **INTEGRATION.** These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions.
22. **GOVERNING LAW AND LIMITATIONS.** The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action by the Buyer for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action accrued.
23. **U.N. CONVENTION.** Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention"), the Parties agree that the UN Convention shall not apply to this Agreement.



LIMITED WARRANTY POLICY

Effective January 19, 2026

Federal Signal Corporation ("Federal Signal"), subject to the terms, conditions and exceptions contained herein, warrants each NEW product to be free from defects in material and workmanship, under normal and proper use, care, maintenance and required service only. Start of Warranty, Warranty periods and exceptions to the foregoing Limited Warranty are contained on the Schedule of Products included in this document and are subject to change at the sole discretion of Federal Signal.

SPECIFIC EXCLUSIONS AND EXCEPTIONS

This Limited Warranty does NOT apply nor is it extended to products that are not manufactured by Federal Signal. These products may be covered by a separate limited warranty provided by the particular manufacturer, and all claims and questions regarding the same are to be directed to the particular manufacturer. Goods sourced by Seller from a third party for resale to Buyer shall carry only the warranty extended by the original manufacturer.

Domes, lenses, lamps, and batteries installed on Federal Signal products are specifically excluded. Repair or replacement of any product(s) or part(s) under this warranty does NOT extend the term of this warranty, and such product(s) or part(s) shall remain covered by the unexpired portion of the warranty period or for ninety (90) days from the date of return to Federal Signal, whichever is later. This limited warranty applies ONLY to the initial or first installation of the product. This limited warranty shall not apply to products (1) that have been subjected to neglect, abuse, misuse, improper installation, inadequate maintenance, or damage due to improper use of cleaning or cleaning materials or chemicals, or non-compliance with Federal Signal's storage, installation, operation, maintenance or environmental requirements; (2) that have undergone any modification or repair not previously authorized by Federal Signal in writing, or service, repair or modification by or from any facility other than an authorized Federal Signal service center or technician, or that use non-authorized software or spare or replacement parts; or (3) that fail due to reasonable and normal use or wear and tear, or materials made, furnished, or specified by the Buyer or end user.

During the specific warranty periods set forth below, Federal Signal will, at its sole option, repair or replace the product(s) or particular part(s) that are found to be defective in either material or workmanship or, in its sole discretion, refund the purchase price for such product(s) or part(s), which are returned or delivered, transport or shipping prepaid by the Buyer or end user, to either Federal Signal or its designated and authorized warranty service center. This limited warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product(s) or part(s), or labor charges for removal and re-installation of the product.

No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties, to extend the term or duration of this warranty, or to assume any other liability on behalf of Federal Signal in connection with the sale, servicing, or repair of any product manufactured by the Federal Signal.

Federal Signal reserves the right to make design changes and improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

The use in the product of any part other than parts approved by Federal Signal may invalidate this warranty. Federal Signal reserves the right to determine, in its sole discretion, if the use of non-approved parts invalidates this warranty.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE. ALL OTHER WARRANTIES OF WHATSOEVER KIND AND NATURE, WHETHER EXISTING IN CONTRACT OR AT LAW, ARE HEREBY AND FOREVER DISCLAIMED. UNDER NO CIRCUMSTANCES WILL FEDERAL SIGNAL BE LIABLE OR RESPONSIBLE FOR SPECIAL, COMPENSATORY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST SALES, OR LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY BY OR THROUGH THE USE OF THE PRODUCT. FEDERAL SIGNAL'S SOLE AND MAXIMUM LIABILITY WITH RESPECT TO THE PRODUCT, OTHER THAN ITS OBLIGATIONS SET FORTH ABOVE, SHALL BE THE TOTAL PURCHASE PRICE PAID FOR THE PRODUCT.

LIMITED WARRANTY — SCHEDULE OF PRODUCTS

Federal Signal Corporation – Public Safety Systems Division (Police, Fire/EMS, Work Truck)

	Warranty Period for Parts replacement from the date of manufacture stamped on the product	Warranty period for Factory Labor from the date of delivery to the first user-purchaser
STANDARD WARRANTY COVERAGE		
AUDIBLE		
Speakers	2 years	1 year
Pathway™	5 years	5 years
Pathfinder®	5 years	5 years
LED PRODUCTS		
All LED (Light Emitting Diode) products unless otherwise noted	5 years	5 years
MicroPulse® LED lights (shipped prior to January 1, 2021)	3 years	3 years
MicroPulse® LED lights (shipped on or after January 1, 2021)	5 years	5 years
416300 Series (shipped prior to January 1, 2021)	3 years	3 years
416300 Series (shipped on or after January 1, 2021)	5 years	5 years
MB1 LED Message Board	3 years	3 years
Commander® Series Flex	3 years	3 years
4200S-A Perimeter Light	3 years	3 years
4200S/8200S SignalMaster™	3 years	3 years
SignalTech® Lights	3 years	3 years
ICON™ Series	3 years	3 years
Renegade LED	3 years	3 years
Firebolt LED Class 3	3 years	3 years
OTHER PRODUCTS		
Littlite® Map lights	5-year warranty on LED components Limited lifetime warranty on mechanical components	5-year warranty on LED components Limited lifetime warranty on mechanical components
Reverse Camera Systems	2 years	2 years
Stinger Spike Systems	5 years	5 years
DFC Series Push Bumper	3 years	3 years
FSLink® Programmer	1 year	1 year
Atkinson Dynamics® Intercoms	2 years	1 year
Switch Boxes SW200, SW300, SW400SS	3 years	3 years
Mounting Bar	3 years	3 years
Littlite Platform Series	3 years	3 years
Convergence Network Controllers & Relay Modules	3 years	3 years
FSDirect™ Control Module	5 years	5 years
Backup Alarms	3 years	3 years
Mounts, brackets, all other products not specifically listed below	3 years	3 years

NOTE: Domes, lenses, lamps, and batteries are NOT covered under warranty.

LIMITED WARRANTY — SCHEDULE OF PRODUCTS

Federal Signal Corporation – Systems Division	
PRODUCT*	WARRANTY PERIOD FOR PARTS REPLACEMENT AND FACTORY PERFORMANCE LABOR**
MECHANICAL SIRENS	
Mechanical Sirens	5 years parts and labor from date of delivery, return to factory for service
ELECTRONIC SIRENS	
MOD Series	2 years parts and labor from date of delivery, return to factory for service
DSA Series	
CONTROLLERS	
SS2000+	2 years parts and labor from date of delivery, return to factory for service
FC Series	
DC Series	
UltraVoice Series	
SPEAKERS	
Informers	1 year parts and labor from date of delivery, return to factory for service
IP Speakers	
100 W Speakers	
ECHO INTERCOMS	
ECHO Intercoms	5 years parts and labor from date of delivery, return to factory for service
OEM PRODUCTS	
PC Equipment	Federal Signal utilizes the original manufacturer’s warranty
Field Devices	
Batteries	
UPS Systems	
PABX Systems	
Base Stations	
Solar Equipment	
PAGA	
PAGA	18 months from shipment or 12 months from commissioning system field acceptance whichever is sooner covering parts and labor, return to factory for service
SOFTWARE	
Commander®	For more information, click here to refer to the Commander End User License Agreement.
CommanderOne®	For more information, click here to refer to the CommanderOne End User License Agreement.

Federal Signal offers extended warranties and software maintenance agreements – contact Federal Signal for further information.

*Onsite services not included

** Domes, lenses, lamps and batteries installed on Federal Signal products are specifically excluded

When Federal Signal has provided a turnkey installation including optimization and/or commissioning services, Federal Signal will provide onsite warranty service during the first 60-days after completion of the installation.

LIMITED WARRANTY — SCHEDULE OF PRODUCTS

Federal Signal Corporation – Signaling Division	
PRODUCT TYPE	WARRANTY PERIOD FOR PARTS REPAIR OR REPLACEMENT
VISUAL SIGNALS	
Battery Powered Lights	5 years parts and labor from date of delivery. Return to factory for service.
Incandescent Beacons	
LED Beacons	
Panel Mount Lights	
Status Indicators/Stack Lights	
Strobe Beacons	
AUDIBLE DEVICES	
Bells	5 years parts and labor from date of delivery. Return to factory for service.
Horns	
Intercoms (excludes Atkinson Dynamics®)	
Sirens (Model A, L, eSiren)	
Sounders	
Speakers	
MISCELLANEOUS	
Amplifiers	5 years parts and labor from date of delivery. Return to factory for service.
Audible/Visual Combination Signals	
Audible and Visual Accessories	
AudioMaster Products	
Audio Routers	
Extension Ringers	
Fire Alarms	
Initiating Devices	
Mounts and Brackets	
Power Supplies	
SelecTone® Tone Modules, Connector Kits, Controllers and Command Units	
ATKINSON® DYNAMICS	
Intercoms	2 years parts and labor from date of delivery. Return to factory for service.
Speakers	

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
No. 2026-26

April 6, 2026

TO: Honorable Mayor Julie Moore Wolfe and City Council

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

SUBJECT: Resolution Authorizing the Execution of an Agreement with Hutchins Excavating for the Demolition of 333 E. Macon St., 380 S. Industry Ct., and 440 S. Franklin St.

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

BACKGROUND: The properties located at 333 E. Macon Street, 380 S. Industry Court, and 440 S. Franklin Street were bid together as a single demolition project. The City received fourteen (14) bids, with Hutchins Excavating submitting the lowest responsive bid in the amount of \$349,800.00. This project will be 100% grant funded through the State of Illinois Rebuild II Grant (CAP 22-1176).

These properties, formerly known as the Tommy House Tire Buildings, have received full demolition approval from the State of Illinois. This approval allows the City to proceed with site clearance and advance conceptual planning for a future campus redevelopment.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: None.

BUDGET/TIME IMPLICATIONS: None.

STAFF REFERENCE: Any additional questions may be forwarded to Lacie Elzy at 217-542-3559 or lelzy@decaturil.gov.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH HUTCHINS EXCAVATING FOR THE DEMOLITION OF 333 E. MACON ST., 380 S. INDUSTRY CT., AND 440 S. FRANKLIN 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 buildings at 333 E. Macon St., 380 S. Industry Ct., and 440 S. Franklin 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 Hutchins Excavating in the amount of \$349,800.00 for the demolition of 333 E. Macon St., 380 S. Industry Ct., and 440 S. Franklin 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 Hutchins Excavating for their total bid price of \$349,800.00.

PRESENTED and ADOPTED this 6th of April 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Eubanks, Deputy City Clerk

TRANSPORTATION SERVICES DEPARTMENT

No. 2026-28

April 6, 2026

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Lacie Elzy, Economic & Community Development Director
Riley Fanning, Operations Manager of Transit & Facilities

SUBJECT: Resolution Authorizing Execution of a Purchasing Order between the City of Decatur, Illinois and Bridgestone Americas Tire Operations, LLC for Tire Lease for Transit Buses.

SUMMARY RECOMMENDATION: Staff recommends approval of a resolution authorizing the execution of a purchase order with Bridgestone Americas Tire Operations, LLC for a tire lease program supporting the City's public transit fleet.

BACKGROUND: This agreement will be funded through Federal Grant No. 1274-2024-2 and State Operating Grants OP-26-47-IL and OP-27-47-IL. The lease will provide tire services for 24 fixed-route buses and two (2) trolleys.

The total cost of the three-year agreement is \$129,784.75, broken down as follows:

- Year 1: \$41,576.25
- Year 2: \$43,240.00
- Year 3: \$44,968.50

Historically, the City has maintained a tire leasing agreement for the Transit fleet rather than purchasing tires outright. This approach has been driven by both cost efficiency and operational effectiveness. Procuring tires independently would require a significant upfront capital investment, along with ongoing costs associated with inventory management, storage, and dedicated staff time for tire maintenance and tracking. Based on prior evaluations, purchasing and maintaining an in-house tire inventory would result in an estimated increase of \$50,000 in total annual costs when factoring in these additional requirements.

Leasing tires shifts these responsibilities to the vendor and provides a more predictable and manageable operating expense. This model eliminates the need to warehouse

inventory, reduces the risk of overstocking or obsolescence, and minimizes administrative burden on staff.

In addition to cost considerations, the leasing agreement provides substantial operational benefits. The contract includes on-demand service, routine inspections, tire replacements, repairs, and lifecycle management. This ensures that vehicles remain in safe operating condition without delays associated with internal resource constraints. The vendor assumes responsibility for monitoring tire wear, compliance, and performance, which improves fleet reliability and reduces vehicle downtime.

Overall, the tire leasing program allows the City to maintain a higher level of service readiness while controlling costs, reducing risk, and leveraging vendor expertise. This approach aligns with best practices in fleet management by prioritizing uptime, safety, and operational efficiency over capital-intensive ownership models.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: Should the City Council have any questions; they may contact Riley Fanning at Rfanning@decaturil.gov or Lacie Elzy at 217-542-3559 and lelzy@decaturil.gov

RESOLUTION NO. R2026_____

**RESOLUTION APPROVING TIRE LEASE AGREEMENT WITH BRIDGESTONE
AMERICA'S TIRE OPERATIONS, LLC AND CITY OF DECATUR, ILLINOIS**

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

Section 1. That the Agreement between Bridgestone Americas Tire Operations, LLC and the City of Decatur, Illinois, presented to the City Council as Exhibit A, be received and placed on file.

Section 2. That the Agreement with Bridgestone Americas Tire Operations, LLC in the amount of \$129,784.75 be hereby accepted, and a purchase order issued accordingly.

Section 3. That the City Manager or her designee be, and is hereby, authorized and directed to execute the Agreement and issue a purchase order between the City of Decatur, Illinois and Bridgestone Americas Tire Operations, LLC in an amount not to exceed \$129,784.75.

PRESENTED and ADOPTED this 6th day of April 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM EUBANKS, CITY CLERK

EXHIBIT A

TIRE LEASE AGREEMENT

This Agreement, made on the 6th day of April 2026, by and between BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC, a Delaware Limited Liability Company, with its principal offices at 200 4th Avenue South, Nashville, Tennessee, 37201, (“Bridgestone”) and the CITY OF DECATUR, ILLINOIS (“City”), a municipal corporation in the state of Illinois, having offices in Decatur, Illinois.

WITNESSETH:

1. TIRES. Bridgestone agrees to lease to the City, and the City agrees to lease from Bridgestone, a sufficient quantity of tires to fully equip and maintain an adequate reserve supply for the City’s transit fleet, which currently consists of twenty-four (24) transit coaches and two (2) trolley replica coaches, along with any additional vehicles of similar tire specifications acquired during the term of this Agreement (“Transit Fleet”).

The City may, upon thirty (30) days’ prior written notice, equip up to five percent (5%) of its Transit Fleet with tires from other suppliers for testing purposes.

For purposes of this Agreement:

- “Tires” means a casing, tube, and flap for tube-type tires, and a casing only for tubeless tires; and
- “Transit Fleet” means the vehicles identified above and any additional vehicles operated by the City requiring the same size and type of tires.

The City represents that it owns the Transit Fleet identified above.

Bridgestone shall deliver tires within thirty (30) days of receipt of a written order from the City. All deliveries shall be made to 555 East Wood Street, Decatur, Illinois, between 7:30 a.m. and 4:00 p.m. (Central Time), Monday through Friday, excluding legal holidays.

All tires shall be new or in first-class condition and ready for immediate use. The City shall inspect all tires upon delivery and will assume responsibility only after acceptance. The City reserves the right to reject any tire that is damaged or does not meet required standards, and Bridgestone shall promptly remove and replace such tire at no cost to the City.

Bridgestone shall be responsible for the proper disposal of all leased tires.

All rims and wheels shall remain the property of the City, and the City shall provide any additional rims or wheels required.

Only new or retreaded tires shall be used under this Agreement. Regrooved tires are not permitted.

Tire types and sizes to be supplied under this Agreement include, but are not limited to:

- 315/80R22.5CTR - Firestone City Transport Radial CTR AZ (article number 000-327, 233-126);and
- 275/70R22.5 - Bridgestone R192 (article number 224-490)

2. RATE. The City shall provide Bridgestone, by the tenth (10th) day of each month, a report for the preceding month identifying each vehicle, beginning and ending hubodometer/odometer readings, and total miles operated on Bridgestone tires ("Monthly Operating Miles").

Bridgestone, or its authorized representatives, may audit the City's records during normal business hours to verify mileage.

Monthly charges shall be calculated based on the applicable billing rate per tire mile in effect during the reporting period. Bridgestone shall submit invoices based on these calculations, and the City shall remit payment within thirty (30) days of receipt of a complete invoice.

The City shall not withhold or offset payments due under this Agreement for any claims or disputes. Any such matters shall be resolved through good-faith negotiations between the parties.

If the City acquires additional vehicles during the term of this Agreement, the applicable billing rate shall be determined based on comparable vehicle weight, capacity, and tire specifications. Any such rate shall be incorporated into this Agreement by amendment.

The billing rates are based on current manufacturing methods, materials, and expected tire performance. If changes in law, regulation, vehicle design, or other factors beyond Bridgestone's reasonable control materially impact tire performance or cost, the parties agree to adjust the billing rates accordingly through a written amendment.

ANNUAL TIRE MILE RATES (\$)

TIRE SIZE	YEAR ONE	YEAR TWO	YEAR THREE
315/80R22.5	0.007000	.007280	.007571
275/70R22.5	.006661	.006928	.007205

3. TAXES, CHARGES. The City shall provide Bridgestone with applicable state and federal tax exemption certificates. The City shall not be responsible for any sales, excise, use, processing, disposal, or similar taxes or fees, including any state-imposed new tire fees, to the extent such taxes are exempt under applicable law.

4. SERVICE. Except as otherwise provided in the Invitation for Bid (IFB DPTS 2019-02) or any attached addendum, the City shall be responsible for all tire maintenance and servicing, including but not limited to:

- Transporting vehicles to and from service locations
- Performing wheel changes
- Maintaining proper tire inflation in accordance with Bridgestone recommendations
- Ensuring appropriate air line access
- Maintaining proper wheel alignment and brake adjustment

- Performing necessary tire repairs
- Mounting and demounting tires
- Providing secure storage space for tires and wheels

All such services shall be performed at no cost to Bridgestone.

The City shall permit Bridgestone representatives to inspect and inventory tires and wheels during normal business hours. Upon request, the City shall provide the location of all vehicles, tires, and spare inventory.

If Bridgestone performs any services, the scope, location, and cost of such services shall be defined in a written addendum to this Agreement.

5. PURCHASE OF VEHICLES. Vehicles acquired by the City during the term of this Agreement shall be purchased without tires, unless included within the five percent (5%) testing allowance.

The City shall provide Bridgestone with at least thirty (30) days' advance notice of delivery dates so Bridgestone may supply the appropriate tires to the manufacturer or designated delivery location.

The City shall be responsible for any loss, theft, or damage to Bridgestone-provided tires while in the possession of the manufacturer or during delivery. If vehicles are driven instead of shipped, the City shall pay for tire usage at the applicable billing rate.

6. LEASED VEHICLES. If the City operates vehicles not owned by it ("Leased Vehicles"), the following shall apply:

- The City shall notify Bridgestone of such arrangements
- Leased Vehicles shall be provided without tires unless included in the testing allowance
- The City shall ensure Bridgestone retains ownership and possession rights to all tires

The City shall be responsible for the cost of any lost, stolen, or damaged tires on Leased Vehicles in accordance with Section 11.

7. SALE OR DISPOSITION OF VEHICLE. The City shall notify Bridgestone prior to the sale or disposal of any vehicles equipped with Bridgestone tires.

Unless otherwise directed by Bridgestone, the City shall:

- Purchase the remaining usable mileage in each tire; and
- Purchase any unusable inventory that cannot be redeployed within the fleet

Bridgestone may require removal of serviceable tires from vehicles inactive for more than ninety (90) days and return them to inventory.

All payments under this section shall be calculated and made in accordance with Section 11.

8. LOSS OF TIRES. Normal damage, including wear, cuts, road hazards, brake heat, or misalignment, is included in the tire mileage rate.

The City shall maintain vehicles in accordance with manufacturer specifications to minimize abnormal wear.

The City shall be responsible for tires that are:

- Lost or stolen
- Damaged beyond repair due to accident, fire, or misuse

Payment for such tires shall be made in accordance with Section 11.

9. CONTINGENCIES. In the event of fire, strikes, accidents, consequences of foreign or domestic wars, terrorism, or any cause beyond either party's reasonable control which will delay or interfere with its performance of its obligations hereunder, such performance may, at the option of either party, be suspended during the period required to remove such cause. In the event Bridgestone discontinues the manufacture and marketing of any size or type tire supplied pursuant to this Agreement, Bridgestone shall so notify the City and, upon written notice by either party to the other, this Agreement and all related agreements between the parties shall be deemed terminated upon the same terms and conditions set forth in Paragraph 11 hereof, effective ninety (90) days from receipt of such written notice.

This Agreement is subject to all present or future governmental regulations affecting production, delivery, sale, use or possession of the products leased hereunder. the City shall promptly notify Bridgestone of any accident or claims resulting from an alleged tire failure. The City agrees to defend, save and hold Bridgestone harmless from all claims or actions for damages to property or injury to persons, including death, arising out of the use or possession of products furnished hereunder or the performance of any service related thereto, except for claims or actions that result from defects in material or workmanship of any tire manufactured and furnished by Bridgestone under this Agreement and/or the negligent acts or omissions of Bridgestone, its agents or employees.

10. DEFAULT. In the event the City should fail to make any payment required hereunder when due, fail to use or service tires furnished hereunder in accordance with Bridgestone's recommendations, fail to report a record of the daily revenue and non-revenue vehicle miles as required in Paragraph 2 hereof, or otherwise fail to comply with any of the terms and conditions of this Agreement, or in the event any voluntary or involuntary proceedings shall be filed against or by the City under any bankruptcy law or other law for the relief of debtors, or the City's credit shall in any manner become impaired, (a.) Bridgestone shall have the right, at its option, without prejudice to any other rights and remedies, to stop shipping tires, (b.) such event shall constitute a default by the City hereunder. Upon the occurrence of any such default, Bridgestone shall upon thirty (30) days' prior written notice to the City terminate this Agreement and, upon any exercise of such right to terminate, the City shall at the sole election of Bridgestone forthwith return Bridgestone's property furnished hereunder, or make payment therefore as of the date of termination on the basis and within the time set forth in Paragraph 11 hereof. Termination of this Agreement shall not relieve the City from its obligations to make all payments required hereunder or from liability for damages for breach of this Agreement in accordance with the terms thereof. Failure of Bridgestone to terminate this Agreement as herein provided on any breach by the City shall not operate as a waiver by Bridgestone of its right to terminate this Agreement as herein provided upon any subsequent breach by the City.

11. TERMINATION. Upon the termination by full performance and expiration of this Agreement, unless the parties enter into a new Tire Lease Agreement to become effective immediately, the City shall within thirty (30) days after termination pay for the unused mileage in each remaining tire on vehicles, in the City's garage, in process of repair or retreading, in transit or in stock, that have been assigned by Bridgestone to the City's fleet in accordance with the provisions hereof. The remaining mileage for

original and retread tires shall be determined by multiplying the number of 32nds of an inch of available rubber remaining on each tire by the applicable cost per 32nd then in effect and shown below.

CONTRACT FIXED COST PER 32ND – ORIGINAL TIRES

TIRE SIZE		YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
315/80R22.5	CITY TRANS	\$ 21.06	\$20.81	\$22.78	\$23.69	\$24.64
275/70R22.5	R192	\$19.64	\$20.42	\$21.24	\$22.09	\$22.97
9R22.5	R250F	\$18.54	\$19.28	\$20.05	\$20.85	\$21.69

CONTRACT FIXED COST PER 32ND – RETREAD TIRES

TIRE SIZE		YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
315/80R22.5	ULTRADRIVE	\$15.69	\$16.31	\$16.97	\$17.65	\$18.35
275/70R22.5	ULTRADRIVE	\$11.54	\$12.00	\$12.48	\$12.98	\$13.50
9R22.5	ULTRADRIVE	\$11.54	\$12.00	\$12.48	\$12.98	\$13.50

When a tire is not available for inspection to apply the above calculation(s) whether lost, stolen or otherwise missing, or destroyed by fire, or involved in an accident, reimbursement shall not be more than fifty percent (50%) of the current value of a similar tire, unless Bridgestone or the City can provide an auditable accounting of the tire's accurate mileage just prior to the loss.

The foregoing notwithstanding, the City may upon thirty (30) days written notice via CERTIFIED MAIL prior to the expiration date of this Agreement, and all addenda, elect to continue using ("run out") all the tires in the City's possession at the rate or rates in effect during the period prior to termination until permanently removed from service, but in no event, shall such period exceed twenty-four (24) months after the normal termination date of this Agreement.

During said twenty-four (24) month run out period, the City shall, to the extent practicable, continuously use such tires on its highest mileage runs until they are rendered permanently unfit for service. During said run out period all terms and conditions of this Agreement shall continue in effect; provided, however, that Bridgestone shall not be obligated to furnish any equipment, supplies, or service to the City or to furnish replacement tires for those tires removed from service.

At the expiration of said run out period, the City shall pay for remaining original tread tires and for tubes at the price and in the manner set forth above. Any payment for tires and tubes required to be purchased by the City under this Paragraph 11 or any other provision of this Agreement shall be made within thirty (30) days after date of invoice covering purchase thereof. The City shall acquire each such used tire as is, and Bridgestone makes no warranties as to the condition or fitness for continued use of such tires.

The City may terminate this Agreement, in whole or in part, at any time by written notice to Bridgestone when it is in the City's best interest. If this Agreement is terminated, then the City shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination and include the remaining value of tread on leased tires mounted on buses and in spare stock.

If Bridgestone fails to perform in the manner called for in the Agreement, or if Bridgestone fails to comply with any other material provisions of the Agreement, the City may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on Bridgestone setting forth the way Bridgestone is in default. Bridgestone shall only be paid the contract price for services performed in accordance with the manner of performance set forth in the Agreement and including the remaining value of tread on leased tires mounted on buses and in spare stock. If it is later determined by the City that Bridgestone had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of Bridgestone, the City, after setting up a new performance schedule, may allow Bridgestone to continue work, or it may treat the termination as a termination for convenience.

In the case of a termination for breach or default, the City shall allow Bridgestone an opportunity to cure the defect. In such case, the notice of termination shall state the time in which cure is permitted and all other appropriate conditions. The time in which cure is permitted shall be no less than ten (10) days and no more than thirty (30) days following receipt by Bridgestone of written notice from the City setting forth the nature of said breach or default. If Bridgestone fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within the specified time in which cure is permitted, the City shall have the right to terminate the Agreement without any further obligation to Bridgestone. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Bridgestone and its sureties for said breach or default.

If the City elects to waive its remedies for any breach by Bridgestone of any covenant, term or condition of this Agreement, then such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

12. TITLE. The title to, and ownership of, all tires, and equipment, if any, furnished under this Agreement shall remain with Bridgestone until the City, if required to do so hereunder, has made complete payment therefore. The City agrees to assume the responsibility for the safekeeping of all such tires and any such equipment, and to reimburse Bridgestone for any loss resulting from the City's failure to keep such tires and equipment safe.

13. ASSIGNMENT. Neither party shall sell, transfer, sublease, assign or otherwise dispose of or encumber in any way any of its rights or interests under this Agreement, in whole or in part, to any other person, corporation, partnership or authority, without the prior written consent of the other party, which consent shall not be unreasonably withheld. In the event of any such sale, transfer, sublease, assignment, etc. with the other party's consent, Bridgestone and the City and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives shall remain fully bound by the terms and provisions of this Agreement.

14. LIABILITY LIMITATION. Notwithstanding any other provision of this Contract to the contrary, neither Bridgestone nor the City shall be liable to the other party under any circumstances for lost profits or incidental, punitive, exemplary, special, indirect or consequential damages arising under, relating to, or

in any way connected with this Agreement whether any such damage was foreseeable by Bridgestone or the City.

15. SECURITY INTEREST For the purpose of securing payment of all sums that may be owed by Operator to Bridgestone, including but not limited to payment for mileage run and for any tires required to be purchased by Operator hereunder, Operator hereby grants to Bridgestone a security interest in and to any tires or equipment furnished by Bridgestone in which Operator, by virtue of present or future laws or the operation of this Agreement, has or is deemed to have an interest, wherever the same may be, and in any proceeds from the sale or other disposition of said tires or equipment. Operator further agrees to join in the execution, execute, or cause to be executed at any time such Financing Statements, Continuation Statements, and other documents as Bridgestone shall deem necessary or advisable to protect its rights in and to any goods leased hereunder and/or perfect or continue perfected the security interest given in this Agreement.

16. AUDIT AND INSPECTION OF RECORDS. Bridgestone shall permit the authorized representatives of the City, the State of Illinois, the Federal Transit Administration and the U.S. Comptroller General, at any reasonable time during business hours, to inspect and audit all non-proprietary data and records of Bridgestone relating to its performance under the Agreement, and to copy or reproduce by any means whatsoever non-proprietary excerpts and transcriptions as reasonably needed. Bridgestone agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Bridgestone agrees to maintain same until all interested parties have disposed of all such litigation, appeals, claims or exceptions related thereto. [Reference 49 C.F.R. §18.39(i)(11).]

17. SEVERABILITY. Should any provision or portion of this Agreement be declared to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, under any applicable statute or rule of law, such provision or portion shall be deemed stricken, and such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect.

18. VENUE AND JURISDICTION. Subject to Federal Law requirements, all work done pursuant to this Agreement shall be governed, construed, interpreted and controlled by the laws of the State of Illinois, and any actions related to this Agreement must be filed in a Federal court in the State of Illinois capable of hearing the case.

19. FAILURE TO ENFORCE. The failure of either party to this Agreement to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions or to affect the validity of this Agreement, or the right of either party to enforce each provision hereof.

20. FINANCIAL ASSISTANCE. This Agreement is subject to the funding and approval of the US Department of Transportation, Federal Transit Administration (FTA) and the Illinois Department of Transportation (IDOT), and is subject to financial assistance contracts between the City of Decatur and the Illinois Department of Transportation and the US Department of Transportation, Federal Transit Administration. The City will promptly terminate this Contract in the event of funding unavailability and will, upon termination, pay for all unused mileage in the tires at a cost calculated in accordance with the contract's formula for valuing a tire and take title to such tires on an "as is" basis.

21. REQUIRED CLAUSES. Bridgestone shall comply with all applicable Federal Transit Administration (FTA) regulations including, but not limited to those listed in, "Required Clauses." Federal requirements may change and the changed requirements shall apply to the project as required, unless the Federal

Government determines otherwise. Bridgestone or any subcontractor shall insert in any subcontracts all required clauses, along with any applicable forms, and shall also insert a clause requiring the subcontractor(s) to include these clauses in any lower tier subcontract(s). The clauses shall not be modified except to identify the subcontractor who will be subject to the provision. Bridgestone shall be responsible for compliance by any subcontractor or lower tier subcontractor with the required clauses.

22. COMMUNICATIONS. For purposes of this Agreement, all notices and other communications shall be addressed to the respective parties as follows:

CITY
The City of Decatur, Illinois
Decatur Public Transit System
555 E Wood St.
Decatur, IL 62523-1196

BRIDGESTONE
Bridgestone Americas Tire Operations, LLC
Mileage Sales Division
200 4th Avenue South
Nashville, TN 37201

AND

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

23. ENTIRE AGREEMENT. This Agreement, Solicitation, Bid Documents, Attachments, and all its addenda, if any, contain the entire understanding of the parties hereto with respect to the subject matter hereof and there are no other agreements, understandings, representations or warranties, whether express, implied, statutory or otherwise, other than as set forth herein.

This Agreement cannot be amended except in writing signed by officers of both parties.

24. TERM OF AGREEMENT. The term of this Agreement shall become effective April 6, 2026 and shall continue in effect through May 31, 2028. At such termination date, unless the parties enter into a new mileage Agreement to become immediately effective, the rights and obligations of the parties hereto shall be set forth in Paragraph 11.

IN WITNESS WHEREOF, the said parties, by the hand of their respective officers authorized to do so, have signed this Agreement in duplicate the day and year first above written.

Bridgestone Americas
Tire Operations, LLC

City of Decatur

Name: C.J. Messmer
Title: Manager Mileage Sales

Name: Julie Moore Wolfe
Title: Mayor

WITNESS:

WITNESS:

Name:
Title:

Name: Kim Althoff
Title: City Clerk

DATE: _____

DATE: _____

Attachment A, Scrap Tires

1. It is understood that, in this Agreement, a "scrap tire" shall mean any tire furnished by Bridgestone under this Agreement which has been determined by Bridgestone and agreed to by the City to be permanently unfit for further service under this Agreement.
2. Bridgestone shall furnish scrap tires, if available, for the sole, exclusive purpose of transporting vehicles to, and storing vehicles at, a storage facility.
3. In consideration of the above, the City shall:
 - A. Use the scrap tires furnished hereunder for the sole and exclusive purpose of transporting vehicles to, and storing vehicles at, a storage facility.
 - B. Acquire each scrap tire as is; Bridgestone makes no warranties as to the condition or fitness of such tires for continued use.
 - C. Assume all liability for use and possession of scrap tires furnished under this Agreement.
 - D. Not file or assert against Bridgestone any claim, action, or cause of action for loss, liability, or damage arising out of the use of or possession of scrap tires furnished under this Agreement.
 - E. Indemnify and hold Bridgestone harmless against all claims of any party for loss, liability, or damage resulting from Bridgestone furnishing scrap tires.
4. It is further agreed that the scrap tires provided for storage purposes shall be provided at no cost to the City.
5. Tires to be scrapped are subject to inspection and approval by the City before disposition.

Attachment B, Required Clauses and Applicable Forms

FTA CLAUSES

Simplified Acquisition Threshold

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

No Federal Government Obligations to Third Parties

Except if the Federal Government expressly consents in writing, the Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third-Party Participant at any tier to this solicitation and contract.

False Statements or Claims/Civil and Criminal Fraud

The Contractor recognizes that the requirements of the Program Fraud Civil Remedies act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Accordingly, by signing a contract or agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Project and any subsequent contract or agreement. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate. The contractor acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the contractor provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

Access to Third Party Contract Records

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

Changes to Federal Requirements

The Contractor agrees that the most recent of such Federal, State, and Local requirements will govern the administration of the procurement solicitation and any subsequent contract at any particular time, except if there is sufficient evidence in any contract of a contrary intent. Such contrary intent might be evidenced by a letter signed by the Federal Transit Administration (FTA) or the Illinois Department of Transportation (IDOT), the language of which modifies or otherwise conditions the text of the procurement solicitation or contract. Requirements that apply to the Agency, Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal, state or local law, regulation, other requirements, or guidance, or changes in the Agency's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement, and applicable changes to those federal requirements will apply to this Agreement and parties thereto at any tier.

Termination

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order No. 11246, “Equal Employment Opportunity,” 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964–1965 Comp., p. 339), as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” (32 Fed. Reg. 14,303) and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)

The Contractor agrees to and assures that each third-party contract at any tier will prohibit discrimination based on race, color, religion, national origin, sex, gender identity, disability, age or veteran's status. Contractor also agrees to prohibit the exclusion from participation in employment or business opportunity for reasons identified in 49 U.S.C. § 5332, as amended, denial from program benefits identified in 49 U.S.C. § 5332, as amended, and discrimination identified in 49 U.S.C. § 5332, as amended, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332, as amended. In addition, the Contractor agrees to comply with applicable Federal or State requirements that may be issued. The Contractor and its subcontractors agree to, and assure that it will comply with all applicable Federal and State of Illinois Equal Employment Opportunity (EEO) laws and regulations. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit based factors or any other consideration made unlawful by federal, state or local laws. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit based factors or any other consideration made unlawful by federal, state or local laws. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship. The Contractor also agrees to assist the Buyer in obtaining compliance with implementing any new requirements FTA may issue, including but not limited to: Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., as amended, Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note,), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs, Comply with federal transit law, specifically 49 U.S.C. § 5332, as amended,

FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients,” , as amended and Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability. In the event of the Contractor's non- compliance with the provisions of the following 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 any subsequent Agreement 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. The contractor agrees to and assures that each third party participant will prohibit discrimination based on race, color or national origin. Additionally, will comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., as amended, U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,”, as amended, 49 C.F.R. part 21, as amended, and Federal transit law, specifically 49 U.S.C. § 5332, as amended. Contractor agrees to comply with the most recent Title VI Requirements and federal or state guidance that may be issued.

Special DOL EEO clause for construction projects

The contractor agrees to comply when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” as amended, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” as amended. See the Equal Employment Opportunity Compliance section for additional requirements relating to Equal Employment Opportunity compliance.

Disadvantaged Business Enterprises (DBEs)

To the extent authorized by applicable federal laws, regulations, or requirements, the contractor agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs). In conjunction with the performance of any subsequent Agreement, the Contractor will cooperate with the Buyer(s) in meeting its commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26, and will use its best efforts to insure that Disadvantaged Business Enterprises shall have the maximum practicable opportunity to compete for subcontract work under any subsequent Agreement. If a DBE goal is requested in the solicitation, the contractor certifies, under penalty of perjury and other applicable penal laws that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms to perform DBE

work at or above the amount or percentage of the dollar value specified in the bidding documents. Additionally, DBE firms selected must only perform the type of work that they were certified to perform. The bidder further certifies the bidder's understanding that the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate of the contractor, without the prior written consent of Buyer. Disadvantaged Business Enterprises (DBE's), which are awarded a contract or an agreement by the Buyer or Contractor (subcontracts), are advised that failure to adhere to DBE requirements and policies may result in: the termination of this contract, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding opportunities as non-responsible. A prime contractor cannot terminate a DBE subcontractor or supplier for convenience without written consent of the owner. If the prime contractor wishes to remove a DBE firm from the contract for any reason, the selected prime contractor must maintain documents that the following steps were adhered to: Notify the Owner immediately of any Delays or incomplete work by the DBE firm. Give the DBE firm a notice to cure and give them 7 days to respond or provide an acceptable schedule to complete the work. If the DBE firm fails to cure the situation or complete the work on time, the prime contractor must get approval from the owner to remove the DBE firm from the project. The prime contractor must then make good faith efforts to find another DBE firm(s) to perform a commercially useful function for the project. The DBE firm(s) must perform at least the same value of work under the contract, to the extent needed to meet the contract goal established in the solicitation. The new DBE firm(s) may perform a different function than the initial DBE, but any change in subcontractor from the original bid/proposal must be approved by the owner in writing. Disadvantaged Business Enterprises, which are awarded a contract or an agreement by the Buyer or the Contractor (subcontracts) are advised that failure to adhere to DBE requirements and policies, as defined in 49 CFR Part 26, constitutes a breach of contract.

Incorporation of FTA Terms

As a condition of a Bid or Proposal submittal, it is the responsibility of the Contractor to ensure all applicable solicitation clauses, terms, and conditions, are included in all subcontracted work contracts or agreements.

Debarment and Suspension

(Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and

12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: (i) Complies with federal debarment and suspension requirements; and (ii) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

Buy America

This provision requires that federal tax dollars used to purchase steel, iron, and manufactured goods used in a transit project must produced domestically in the United States, unless a waiver has been granted by FTA or a product is subject to a general waver. General waivers are listed in 49 C.F.R. 661.7. Manufactured goods must be 100-percent produced in the U.S. A manufactured good is considered produced in the United States if: (1) All of the manufacturing processes for the product take place in the United States; and (2) All of the components of the product are of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents. 49 CFR 661.5(d). Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

This provision requires that federal tax dollars used to purchase steel, iron, and manufactured goods used in a transit project must produced domestically in the United States, unless a waiver has been granted by FTA or a product is subject to a general waver. General waivers are listed in 49 C.F.R. 661.7. When procuring rolling stock, which includes train control, communication, traction power equipment, and rolling stock prototypes, the cost of the components and subcomponents produced in the U.S. must be: more than 60 percent for FY2016 and FY2017 more than 65 percent for FY2018 and FY2019 more than 70 percent for FY2020 and beyond Final assembly for rolling stock also must occur in the U.S. Additionally, rolling stock procurements are subject to the pre-award and post-delivery Buy America audit provisions set forth in 49 U.S.C. § 5323(m) and 49 CFR part 663. For rolling stock purchases for which the average cost of the vehicle is more than \$300,000, the FAST Act allows the cost of steel or iron produced in the U.S. and used in the rolling stock frames or car shells to be included in the domestic content calculation, regardless of whether the frame or car shell is produced in the U.S. Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

Resolution of Disputes, Breaches, or Other Litigation

Disputes

Except as otherwise provided in any subsequent Contract, any dispute concerning a question of fact arising under a contract, which is not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his/her decision to a written response and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, Buyer shall afford the Contractor an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

FTA's review of protests is limited to allegations that the Grantee (Buyer) failed to follow the above procedure. This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in an Agreement or Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Breach of Contract If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under any subsequent contract or agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of any subsequent contract or agreement, the Buyer(s) shall thereupon have the right to terminate any subsequent contract or agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In such event, all unfinished drawings, maps, photographs or other material prepared by the Contractor under any subsequent contract or agreement shall, at the option of the Buyer(s), become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, materials, or equipment. Notwithstanding the above, the Contractor shall not be relieved of liability to the Buyer(s) for damages sustained by the Buyer, by virtue of any breach of any subsequent contract or agreement by the Contractor, and the Buyer(s) may withhold any payments to the Contractor until such time as the final compensation to the Contractor is determined.

Any subsequent contract or agreement also may be terminated at the discretion of both parties due to circumstances beyond the control of the Contractor, such as national disaster, acts of God, or strikes by organized labor unions.

FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier.

Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement.

Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it

receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence. Enforcement. The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

FTA Master Agreement

Agreement (28) Section 39(b). Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have FY2022 Contractors Manual – Procurement 9-57 submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

Termination for Default

If the Contractor does not deliver goods or materials in accordance with any subsequent contract delivery schedule, or, if any subsequent contract is for services, the Contractor fails to perform in the manner called for in a subsequent contract, or if the Contractor fails to comply with any other provisions of a subsequent contract, the Buyer(s) may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for goods or materials delivered and accepted, or services performed in accordance with the manner of performance set forth in any contract. If it is later determined by the Buyer(s) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of, or are beyond the control of the Contractor, the Buyer(s), after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience. Determination of Outstanding Fees at Time of Termination

Lobbying

Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification required by 49 CFR Part 20. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Byrd Anti Lobbying Amendment

(31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,

grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award

Clean Air and the Federal Water Pollution Control Act

33 U.S.C. §§ 1251 – 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Water

The contractor agrees to comply with all applicable standards, orders and regulations issued relating to the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. The contractor must report and require subcontractors to report any violations to the Federal Transit Administration and the Regional Office of the Environmental Protection Agency (EPA).

Cargo Preference

For any transport of property or persons, solicitation respondents agree to comply with 46 U.S.C. § 55305 and the U.S. Maritime Administration regulations, "Cargo Preference- Use of U.S. Flag Vessels", 46C.F.R., Part 381, to the extent said regulations apply to the project. The regulations require that U.S. Flag vessels be used to transport at least 50 percent of any federally assisted property.

Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other regulatory bodies.

Fly America

For any transport of property or persons, solicitation respondents understand and agree that the Buyer, when using Federal funds, will not participate in the costs of international air transportation of any persons involved in, or property acquired for the project, unless air transportation is provided by U.S. Flag air carriers, to the extent that air service by U.S. Flagged air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C., Subsection 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers", 41 C.F.R., Subsections 301-10.131

through 301-10.143. Contractors agree to insert the provisions of this clause in all subcontracts issued pursuant to subsequent contracts or agreements relative to this procurement Project. A waiver from the provision may be sought by the Contractor, through the Buyer, if grounds for a waiver exist. Waivers may require subsequent approval by other

regulatory bodies.

Solid Wastes

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prompt Payment

The Vendor agrees to pay each subcontractor under this Contract for the satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the Vendor receives from City. Any delay or postponement of payment in accordance with the thirty (30) daytime frame may occur only for good cause following written Approval of City. This clause Applies to both DBE and non-DBE subcontracts.

Conditions for Accessing Federal Assistance. To seek or obtain federal assistance for the costs of implementing the Award, the Recipient agrees that: It must execute the Underlying Agreement and any Amendments thereto; It must receive and file a properly signed document seeking payment for the expense, such as a voucher or other appropriate record, and a properly detailed description of the relationship of the expense to the Award; It must identify all sources of federal assistance from which the payment is derived; It must provide FTA with all financial and progress reports required to date; and 31 If the Recipient must provide a non-federal share, unless FTA has stated otherwise in writing that the Recipient may defer the non-federal share: The Recipient will not request or obtain more federal assistance than justified by the eligible non-federal share it has provided; The Recipient will not cause the proportion of federal assistance available for the Award at any time to exceed the percentage of federal assistance authorized and documented in the Underlying Agreement; and When combined with federal

payments, the Recipient will be able to demonstrate that the non-federal share will be adequate to cover all eligible costs incurred in support of the Award.

Davis-Bacon Act

As amended (40 U.S.C. §§ 3141 – 3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 – 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The nonfederal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

Contract Work Hours and Safety Standards Act

(40 U.S.C. §§ 3701 – 3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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Rights to Inventions Made Under a Contract or Agreement

If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Copeland Anti-Kickback Act

The contractor agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), as amended, in addition to other requirements that may apply. The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The contractor agrees to report suspected and reported violations to the buyer.

Bonding (*IDOT has lowered the bond threshold for Federal pass through funds to \$100,000.*)

Bonding 2 CFR 200.326: For construction or facility improvement contracts or subcontracts exceeding the Federal Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the nonFederal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected.

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the

contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Seismic Safety

The contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 et seq., and U.S. DOT regulations, “Seismic Safety,” 49 C.F.R. part 41, specifically, 49

C.F.R. § 41.117, as amended for any new buildings and additions to any existing buildings.

Public Transportation Employee Protective Arrangements

As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Recipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b)

U.S. DOL Certification. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its terms and conditions.

Special Warranty. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Recipient agrees that its U.S. DOL Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions.

Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Recipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in

the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

State Management and Monitoring Systems

The Recipient agrees to comply with joint FHWA and FTA regulations, “Management and Monitoring Systems,” 23 CFR Part 500, and FTA regulations, “Transportation Infrastructure Management,” 49 CFR Part 614.

Charter Service

Prohibitions. The Recipient agrees that neither it nor any Third Party Participant involved in the Award will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, “Charter Service,” 49 CFR Part 604, any other federal Charter Service regulations, federal requirements, or federal guidance.

Exceptions. Apart from exceptions to the Charter Service restrictions in FTA’s Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

(1) FTA’s Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)- type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Recipient uses that federal assistance for FTA program purposes only; and

(2) FTA’s Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Recipient uses that federal assistance for FTA program purposes only.

Violations. If it or any Third Party Participant engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA’s Charter Service regulations, 49 CFR Part 604, appendix D, or barring it or the 91 Third Party Participant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

School Bus Operations

Prohibitions. The Recipient agrees that neither it nor any Third Party Participant that is participating in its Award will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, “School Bus Operations,” 49 CFR Part 605, and any other applicable federal “School Bus Operations” laws, regulations, requirements, or applicable federal guidance.

Violations. If a Recipient or any Third Party Participant has operated school bus service in violation of FTA’s School Bus laws, regulations, or requirements, FTA may require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Recipient or Third Party Participant from receiving federal transit assistance.

Drug Use and Testing

Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq.; (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq.; and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

Substance Abuse, Alcohol Misuse and Testing

Drug-Free Workplace. The Recipient agrees to: (1) Comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.; 94 (2) Comply with U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 CFR Part 32; and (3) Follow and facilitate compliance with U.S. OMB regulatory guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

Alcohol Misuse and Prohibited Drug Use. (1) **Requirements.** The Recipient agrees to comply and assures that its Third Party Participants will comply with: (i) Federal transit laws, specifically 49 U.S.C. § 5331; (ii) FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR Part 655; and (iii) Applicable provisions of U.S. DOT regulations, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 CFR Part 40. (2) **Remedies for Non-Compliance.** The Recipient agrees that if FTA determines that the

Recipient or a Third Party Participant receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 CFR Part 655, the Federal Transit Administrator may bar that Recipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

Patent Rights

The Federal Government may acquire patent rights when the contractor produces a patented or patentable invention, improvement, or discovery. The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through this Underlying Agreement, or when a patent is issued or patented information becomes available as described in the Master Agreement, the contractor or Buyer will notify FTA immediately and provide a detailed report satisfactory to FTA. Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200 et seq and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R.

part 401.

Rights in Data and Copyrights

For projects funded through a Federal award with FTA for experimental, developmental, or research work purposes, depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the Recipient or Third-Party Participant produces a patented or patentable invention, improvement, or discovery. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. Subject data includes, but is not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Underlying Agreement.

Energy Conservation

The Contractor agrees to comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., as amended.

Recycled Products

The Contractor agrees to give preference to the purchase and/or provision of recycled products or products that conserve natural resources, where appropriate and applicable, for use in this acquisition, pursuant to the various Environmental Protection Agency (EPA) guidelines contained in 40 CFR, Parts 247-254, as amended.

Safe Operations of Motor Vehicles

Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and 93
- (2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.

Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award; (ii) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and (iii) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage

its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Conformance with ITS National Architecture

Solicitation respondents agree to conform, to the extent applicable to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by Section 5206(e) of TEA-21, 23 U.S.C. Subsection 502 note, and with FTA Notice: "FTA National ITS Architecture Policy on Transit Projects"; 66 Federal Regulations 1455 seq., January 8, 2001, and other subsequent Federal directives that may be issued regarding ITS.

ADA Access

The Contractor agrees to comply with and assure that they, and any subsequent subcontractor providing work, materials, equipment, or services under a procurement Project, solicitation, or contract will comply with all applicable State and Federal requirements, including but not limited to the most recent guidelines on the Americans with Disability Act of 1990 (ADA), DOT Public Transportation Regulations and the Section 504 of the Rehabilitation act of 1973 and the Architectural Barriers act of 1968, as amended, which requires that buildings an public accommodations be accessible to individuals with disabilities. Contracts for rolling stock or facilities design/construction/renovation must comply with the accessibility requirements of the state of Illinois and Federal requirements.

Notification of Federal Participation for States

Program Income. The Recipient agrees that it may use its program income derived from a Project receiving federal assistance through the Underlying Agreement as FTA permits. In determining the total amount of program income a Recipient has earned from its Project, those costs incident to earning program income that have not been charged to the Award may be deducted from the Recipient's gross income. (1) During the Period of Performance. The Recipient may use program income earned during the period of performance of the Underlying Agreement as follows: (i) The Recipient may retain the income for other capital or operating public transportation expenses. If the Recipient chooses not to use program income for current or future FTA Grants or Cooperative Agreements or for other purposes ineligible for federal participation, then the amount of program income used for purposes ineligible for federal participation will be deducted from the total allowable costs to determine the net allowable costs. (ii) For each Public Transportation Innovation, Technical Assistance, Workforce Development Project or Enhanced Mobility of Seniors and Individuals with Disabilities project, or related activities, the Recipient may add program income to the Award. 40 (iii) Depending on federal statutory or regulatory restrictions, the Recipient may use the program income for the non-federal share for a future public transportation Project that will receive federal assistance provided by FTA. (2) After the

Award Period. Except as FTA determines otherwise in writing, the Recipient has no obligation to the Federal Government regarding the disposition of program income earned after the end of the period of performance of the Award (i.e., after the ending date of the final Federal Financial Report).

Prohibition on Certain Telecommunications Equipment and video surveillance services or equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: FY2022 Contractors Manual – Procurement 9-56 (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

IDOT STATE CLAUSES

Access to Third Party Contract Records

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third-party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

Bonding

Performance bonds are required for construction projects costing in excess of One Hundred Thousand Dollars (\$100,000). The Contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price. Performance bonds may also be required in other instances, with the bond percentage to be determined in the contract award.

Termination

The Buyer(s) may terminate this contract for convenience, in whole or in part, at any time by the provision of written notice to the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to be paid by the Contractor. If the Contractor has any property in its possession belonging to the Buyer(s), the Contractor will account for the same and dispose of it in the manner the Buyer(s) directs.

Equal Opportunity

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order No. 11246, “Equal Employment Opportunity,” 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964–1965 Comp., p. 339), as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” (32 Fed. Reg. 14,303) and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Special DOL EEO clause for Construction Projects

Federally Assisted Construction Contracts. Pursuant to 41 CFR § 60- 1.4(b)(1): The applicant [Recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds 64 obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may

require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Lobbying

Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more than \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Certified Payrolls

As applicable (normally construction and service contracts), the Buyers shall obtain from the Contractor, and each subcontractor, a certified copy of each weekly payroll within seven (7) days after the submission of an invoice for completed work. Following a review by the Buyers, or their designated agent, for compliance with state and federal labor laws, the payroll copy shall be

retained by the Buyers, for later review by the authorized representatives of the appropriate State of Illinois or Federal agencies.

Vendor Registration with Illinois Department of Human Rights

Vendor must provide proof of Registration with the Illinois Department of Human Rights

Assignment

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the Buyer(s). It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The Buyer(s) reserve the right to accept or reject any such assignment, although Buyer acceptance shall not be unreasonably withheld. Acceptance of subcontractors is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

Retention of Records

Certified Payrolls

As applicable (normally construction and service contracts), the Buyers shall obtain from the Contractor, and each subcontractor, a certified copy of each weekly payroll within seven (7) days after the submission of an invoice for completed work. Following a review by the Buyers, or their designated agent, for compliance with state and federal labor laws, the payroll copy shall be retained by the Buyers, for later review by the authorized representatives of the appropriate State of Illinois or Federal agencies.

Method of Payment

Payments to the contractor shall be made monthly from invoicing for payment that the Contractor submits to the City. The City shall issue payments in the form of a check.

Contract Period

This contract is for 36 month period.

Financial Assistance Acknowledgement

Contracts resulting from procurement solicitations are subject to financial assistance agreements between the Buyer, the Illinois Department of Transportation, and/or the United States Department of Transportation.

Prohibited Interest of Local Official

No member, or officer, or employee of (*City of Decatur*). or local public body with financial interest or control in this contract during their tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Contract Changes

Any proposed change in this contract shall be submitted to the (*City of Decatur*) for its prior approval.

Subcontracts

The Contractor shall not enter into any sub-contracts or agreements or start any work by the work forces of a subcontractor, or use any materials from the stores of a subcontractor, with respect to this acquisition Project and any subsequent contracts, without the prior concurrence of the Buyer(s). All such subcontracts and agreements shall be approved by the Buyer(s).

Assignment

The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the Buyer(s). It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The Buyer(s) reserve the right to accept or reject any such assignment, although Buyer acceptance shall not be unreasonably withheld. Acceptance of subcontractors is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

Retention of Records

The Contractor shall comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules. Contractor is to maintain verifiable records which include all Project eligible costs incurred while completing those tasks contained in any contracted Scope of Work. The Contractor shall retain all books, records, documents, and other material relevant to any subsequent contract or agreement for a period of five (5) calendar years following the Buyer's final payment and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving any contract or agreement for a Project's records has been initiated prior to the expiration of the five-year period, the Contractor shall retain the appropriate records of the Project for the five-year period immediately following completion of the action and resolution of all issues arising from it. The Contractor agrees that the Buyer or its designee shall have full access and the right to examine any of said records at all reasonable times during said period.

Ownership of Documents

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

Government (IL) Inspection

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items

performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

Insurance

The Contractor and his subcontractors shall maintain Workmen's Compensation, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to the Buyers and any specific insurance requirements noted in a procurement solicitation. At a minimum, the following insurance requirements shall be met by the Contractor. When applicable, more stringent, or revised insurance requirements may be required.

The selected Contractor shall obtain and keep in force, at its own expense, during the full term of any subsequent contract or agreement the following insurance coverage:

Statutory Workers' Compensation and Employer's Liability Insurance - All employees of the Contractor performing work under any Contract or Agreement for this Project shall be insured in the statutory amount required to comply with the laws of the State of Illinois, or their respective State of incorporation, as appropriate.

Comprehensive Vehicle Liability Insurance - All vehicles used in conjunction with the performance of any Project Agreement, whether owned, non-owned, leased, or hired shall be insured; limits for bodily injury or death shall not be less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00) per person and One Million and Zero One-Hundredths Dollars (\$1,000,000.00) per occurrence, and property damage limits of not less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00); or as an alternative, not less than One Million and Zero One-Hundredths Dollars (\$1,000,000.00) combined single-limit coverage.

Comprehensive General Liability Insurance - When applicable, the Contractor shall maintain this insurance with limits for bodily injury or death of not less than Five Hundred Thousand and Zero One-hundredths Dollars (\$500,000.00) per incident, and One Million and Zero One-hundredths Dollars (\$1,000,000.00) aggregate. This insurance coverage must cover at least the following types of coverage:

Operations - Premises Liability;

Independent Contractor's Liability;

Broad Form Contractual Liability, covering the Contractor's obligations under any contract or agreement for the Project;

Products Liability;

Completed Operations Liability;

Personal Injury Liability, including claims arising from employees of the contractor; and

Broad Form Property Damage Liability.

Umbrella Liability Insurance of not-less-than One Million Dollars (\$1,000,000.00).

All such insurance, when required, shall be provided by insurance companies having a Best's rating of not less than A+XII, as shown in the most current issue of Best's Key Rating Guide, Property - Casualty.

The Contractor shall indemnify and hold the Buyer harmless against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the performance of the work described in any subsequent contract or agreement for this Project. Notwithstanding, the Buyer reserves all claims or rights of action against the Contractor as may be required in the best interests of the Buyer.

The Buyer shall be named specifically as an additionally insured party for that insurance coverage required for a given Project procurement. A Certificate of Insurance with the Buyer listed as an additionally insured party shall be provided within ten (10) calendar days following the execution of a contract or agreement. The Contractor's insurer shall agree to give the Buyer a minimum of ten (10) calendar days advance written notice of a cancellation of insurance or a reduction in coverage below the limits set forth in the contract or herein. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liabilities in excess of such coverage. The Contractor and all of its insurers shall waive all rights of recovery or subrogation against the Buyer and their insurance companies.

Both parties agree to provide prompt notice in writing of the institution of any suit or proceeding and permit defense of the same and will provide all needed information and assistance to enable either party to do so. The Contractor shall give immediate notice to Buyer of any suit, claim, or action filed which arises out of the performance of any contract or agreement. Copies of all pertinent papers shall be supplied to the appropriate party immediately.

When applicable, the Contractor shall require its subcontractors to obtain an amount of insurance coverage which is deemed adequate by the Contractor, for their levels of Project participation. The Contractor shall be liable to the extent that any subcontractor insurance coverage is inadequate. Subcontractors shall submit insurance certificates evidencing coverage, prior to any commencement of work. The Buyer reserves the right

to inspect Contractor and Subcontractor insurance policies, in regard to insurance requirements, prior to the commencement of any work.

Disputes

Protests may be made by prospective Proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. The Decatur Public Transit System (DPTS) will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Decatur Public Transit System, 555E. Wood Street, Decatur, Illinois, 62523-1325. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

- Name, address, and telephone number of protestor;
- Identification of contract solicitation number;
- A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- A statement as to what relief is requested.

Protests must be submitted to the DPTS in accordance with these procedures and time requirements, must be complete, and contain all issues that the protestor believes relevant.

ECONOMIC AND COMMUNITY DEVELOPMENT

No. 2026-29

April 6, 2026

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing the Expenditure of Funds for the Business Façade Program

SUMMARY RECOMMENDATION: It is recommended that this item be approved to allow assistance for a minimum of 4 businesses with exterior façade improvements.

BACKGROUND:

In the beginning of 2025, the Economic and Community Development Department started the Business Façade Program. An eligible "façade" is the front face or elevation of the building, which typically faces the street and contains windows and the principal entrance to the building. This program offers a repayment matching grant of up to \$25,000 of the approved project costs, with a minimum project cost of \$5,000. This program, using Community Development Block Grant (CDBG) federal funds, has geographic restrictions to low- and moderate-income communities. This program has seen a large interest with all current funding allocated.

Using revitalization funds allocated in the city's FY 2026 budget, allows this program to expand to businesses that would otherwise not be eligible for funding under our federal programs. Staff will focus on businesses in the areas outlined in the Economic & Community Development Department's revitalization plan starting with the Oakwood Business District.

SCHEDULE: Staff is prepared to open applications after council approval. Once an agreement is in place with the business, the business has 6 months to complete the work.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project would be provided through Fund 84 Community Revitalization Fund in an amount not to exceed \$100,000.

Staff Impact: Staff time has been allocated for this project.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE
BUSINESS FAÇADE PROGRAM**

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

Section 1. That the allocation in the amount not to exceed \$100,000 of Community Revitalization Funds for the use of the Business Façade Program be accepted and approved.

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

PRESENTED AND ADOPTED this 6th day of April, 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Eubanks, Deputy City Clerk

ECONOMIC AND COMMUNITY DEVELOPMENT

No. 2026-30

April 6, 2026

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing the Expenditure of Funds for the Residential Exterior Improvements Program

SUMMARY RECOMMENDATION: It is recommended that this item be approved to allow assistance for a minimum of 10 residential units with exterior improvements.

BACKGROUND: The Residential Exterior Improvement Program is an expansion of our other rehabilitation programs and was created to assist homeowners who may not meet the income guidelines for the other programs. Many families in our community fall into the category of Asset Limited, Income Constrained, Employed (ALICE). These households earn above the Federal Poverty Level yet still struggle to afford basic necessities such as housing, childcare, food, transportation, healthcare, and technology. ALICE families do not qualify for our grant funded programs, however they don't have the savings to be able to keep up with necessary home repairs.

Funded by the General Fund, this program allows us to diversify the types of families we serve. Eligible improvements include roof replacement, gutters, gutter guards, soffit, fascia, siding, porches, window wrapping, brush removal, and fence repair.

The program will prioritize outreach within the focus areas identified in the City's revitalization plan, beginning with the Oakwood Region. While these areas will serve as the initial point of emphasis, outreach will be strategic rather than comprehensive, and not all households within the identified focus areas will be contacted or selected for participation.

SCHEDULE: Staff expects to have a minimum of 10 homes completed by the end of 2026.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project would be provided through Fund 84 Community Revitalization Fund in an amount not to exceed \$600,000.

Staff Impact: Staff time has been allocated for this project.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE
RESIDENTIAL EXTERIOR IMPROVEMENTS PROGRAM**

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

Section 1. That the allocation in the amount not to exceed \$600,000 of Community Revitalization Funds for the use of the Residential Exterior Improvements Program be accepted and approved.

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

PRESENTED AND ADOPTED this 6th day of April, 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Eubanks, Deputy City Clerk

RESOLUTION NO. R2026 -
RESOLUTION WAIVING ALL CITY PERMIT FEES FOR DEVELOPMENT OF
DECATUR PARK DISTRICT'S ACTIVITY CENTER FOR MATURE ADULTS

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

Section 1. That all City permit fees, including building, plumbing, mechanical, and electrical permits, shall be waived related to the successful construction of the Decatur Park District's Activity Center for Mature Adults development project located at Scovill Park West, West Main Street, Decatur, Illinois.

Section 2. That the permit fees are waived for the development of the Decatur Park District's Activity Center for Mature Adults located at Scovill Park West, West Main Street, Decatur, Illinois.

Section 3. That this permit waiver shall expire on June 30, 2027.

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

PRESENTED and ADOPTED this 6th day of April, 2026

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM EUBANKS, DEPUTY CITY CLERK

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
February 3, 2026

Pursuant to notice, the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Todd Ray
VICE CHAIR Christina Arganbright
COMMISSIONER Greg Spain
COMMISSIONER Amy Spry
ACTING SECRETARY Penny Rogers
HUMAN RESOURCES DIRECTOR French Wilson
HUMAN RESOURCES MANAGER Teresa Jackson
UTILITY CUSTOMER SERVICE MANAGER Teara Floyd

ABSENT: COMMISSIONER Tony Wilkins
ADMINISTRATIVE ASSISTANT Sherry Beasley

Call to Order

Chair Todd Ray called the meeting to order at 11:31 a.m.

Roll Call

Three out of five Commissioners were present at the time of roll call. Chair Todd Ray declared a quorum does exist to conduct and approve business. Vice Chair Christina Arganbright arrived at 11:38 a.m. due to another commitment.

Chair Ray called for Appearance of Citizens:

No citizens were present.

The Minutes of the January 6, 2026, regular meeting were presented. Commissioner Greg Spain moved that the January 6, 2026, regular meeting minutes be approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Greg Spain, Amy Spry, Vice Chair Christina Arganbright, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Commissioner Amy Spry moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, seconded by Commissioner Greg Spain and upon call of the roll, Commissioners Amy Spry, Greg Spain, Vice Chair

CIVIL SERVICE COMMISSION
OPEN SESSION MINUTES
February 3, 2026
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Christina Arganbright and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Commissioner Greg Spain moved to return to Open Session, seconded by Vice Chair Christina Arganbright and upon call of the roll, Commissioners Amy Spry, Greg Spain, Vice Chair Christina Arganbright, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Eligible Register for Transit Fleet Mechanic, Vice Chair Christina Arganbright moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Greg Spain, and upon call of the roll, Commissioners Greg Spain, Amy Spry, Vice Chair Christina Arganbright, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- B. Authorization Request to Approve Final Scores & Eligible Register for Permit Technician, Vice Chair Christina Arganbright moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Amy Spry, Greg Spain, Vice Chair Christina Arganbright, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- C. Authorization Request to Approve Final Scores & Eligible Register for Plan Examiner, Commissioner Greg Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Amy Spry, Greg Spain, Vice Chair Christina Arganbright, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.
- D. Authorization Request to Approve Final Scores for Lateral Transfer Register for Police Patrol Officer, Commissioner Greg Spain moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Christina Arganbright, and upon call of the roll, Commissioners Amy Spry, Greg Spain, Vice Chair Christina Arganbright, and Chair Todd Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for New Business:

- A. Receiving and Filing of Personnel Actions by Vice Chair Christina Arganbright moved that the appointment, oral reprimand, written reprimands, suspensions, civil service status requests, relinquish position, probationary extension, and retirement be received, placed on file, and approved, seconded by, Commissioner Greg Spain and upon call of the roll, Commissioners Amy Spry,

CIVIL SERVICE COMMISSION
OPEN SESSION MINUTES
February 3, 2026
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Greg Spain, Vice Chair Christina Arganbright, and Chair Todd Ray voted aye.
Chair Ray declared the motion carried.

Chair Ray called for Other Business:

- A. There being no other business, Commissioner Amy Spry moved to adjourn the meeting, seconded by Commissioner Greg Spain, and upon call of the roll, Commissioners Greg Spain, Amy Spry, Vice Chair Christina Arganbright, and Chair Todd Ray voted aye. Chair Ray declared the meeting adjourned at 12:07 pm.

Respectfully Submitted,



Penny Rogers, Acting Secretary

ORDINANCE NO. 2026-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF
ALCOHOLIC LIQUOR IN CENTRAL PARK
DECATUR AREA ARTS COUNCIL**

WHEREAS, the Decatur Area Arts Council has planned its “Decatur Craft Beer Festival” event, for Saturday, May 2nd, 2026; and,

WHEREAS, it is the intention of Decatur Area Arts Council to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in Central Park requires the express approval of the City Council; and,

WHEREAS, the Council finds that it would be in the best interest of the Decatur Area Arts Council and of the City of Decatur that such consumption of alcoholic liquor as described be permitted for said limited time period.

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

Section 1. That on the day listed herein, and only on such day, between the hours listed, alcoholic beverages may be consumed in Central Park in downtown Decatur, said day and hours being particularly described as follows:

Saturday, May 2, 2026

12:00 p.m. – 4:00 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That except as otherwise provided herein, the provisions of Section 34(a) of Chapter 52 of the City Code remain in full force and effect.

Section 4. That this ordinance is expressly conditioned and approved upon Decatur Area Arts Council providing to the City of Decatur an agreement which will hold the City harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of April 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Deputy City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/30/2026

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		CONTACT NAME: Event Helper Customer Service	
	Gaslamp Insurance Services	PHONE (A/C, No, Ext): (855) 493-8368	FAX (A/C, No):
	DBA Event Helper Insurance Services	E-MAIL ADDRESS: info@theeventhelper.com	
	PO Box 1549		
	Grass Valley CA 95945		
INSURED		INSURER(S) AFFORDING COVERAGE	
Decatur Area Arts Council		INSURER A: Lloyds Syndicate 2623 82%	NAIC # AA-1128623
c/o Kathleen Dunscomb		INSURER B: Lloyds Syndicate 623 18%	AA-1126623
125 N Water St		INSURER C:	
Decatur IL 62523		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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	Y	N	EH-771326-L4581590	05/02/2026 12:01 AM	05/03/2026 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES \$ 100,000
	☒ Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	☐ Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Deductible \$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached CG 20 26 04 13. Attendance: 300, Event Type: Festival & Cultural Event - Indoor/Outdoor. Policy includes a 36 month Extended Reporting Period. Damage to Premises Rented (Other than Fire) included in the Each Occurrence Limit shown above.

CERTIFICATE HOLDER**CANCELLATION**

Central Park City of Decatur 1 Gary K Anderson Plz Decatur IL 62523	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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2026
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
CITY OF DECATUR, ILLINOIS

Decatur Area Arts Council^{KD}, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property on Decatur Area Arts Council, its officers, agents, employees and registrants.
May 2nd, 2026 KD

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third-party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

If a temporary liquor license is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided.

The City of Decatur, Illinois, must be named as additional insurance on all required policies, for the duration of the Event. Sponsoring agency's insurance will be primary.

For the City of Decatur, Illinois:

Authorized Representative

Date

For Sponsoring Agency:

Kurtin Duval
Authorized Representative

2/2/2026
Date