



Monday, June 1, 2026
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

IV. Approval of Minutes

1. Approval of Minutes of May 18, 2026 City Council Meeting

V. Unfinished Business

VI. New Business

1. Resolution Authorizing Fourth Amendment to the Transit Management and Operations Agreement with MV Transportation, Inc.
2. City Manager Update
3. 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 a Professional Services Agreement with Paul's Machine and

Welding Corp., to Provide Engineering, Labor and Material to Rebuild the Sluice Gate Hoist Machinery Frame for the Lake Decatur Dam South Sluice Gate

- B. Resolution Authorizing Execution of a Grant Agreement Between the State of Illinois, Illinois Environmental Protection Agency and the City of Decatur
- C. Resolution Authorizing a Six-Year Maintenance Agreement with Altorfer Inc. for South Water Treatment Plant Emergency Standby Generators
- D. Resolution Authorizing Lake Decatur Watershed Farmland Conservation Program Agreement for Waterway and Grade Control Structure Improvements with Fulk Family Farm, LLC
- E. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co., Inc. for 2026 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2026-09
- F. Resolution to Appropriate Additional Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality Under the Illinois Highway Code, City Project 2026-08, Annual Street Restoration, Section 26-00608-00-FP
- G. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, a Division of Tyrolt, Inc. for City Project 2026-08, Annual Street Restoration, Section 26-00608-00-FP
- H. Resolution Authorizing a Standard North American Cellular AMI Solution Agreement with Itron, Inc.
- I. Resolution Authorizing the Expenditure of Funds with United Systems Software, Inc., for an Itron Temetra Upgrade
- J. Resolution Authorizing Public Mural at 130 N. Franklin Street - Decatur Public Library

VII. Other Business

VIII. Adjournment

CITY COUNCIL MINUTES
Monday, May 18, 2026

On Monday, May 18, 2026, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Consuelo Cruz, Pat McDaniel, David Horn, Ed Culp, and Dennis Cooper. Councilwoman Lisa Gregory was absent. 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. Carol Merna, with the Center for the Prevention of Abuse, presented the City of Decatur with the Partners in Peace certification.

Mr. John Burkhart, Director of Water for the Town of Normal, on behalf of the Illinois Chapter of American Waterworks, presented the City of Decatur with the 2025 Gold Level Water Ambassador designation.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Brittany Larson, Ayn Owens, Bret Robertson, James Taylor, and Michael Leone.

Council members made no immediate responses.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of May 4, 2026, City Council meeting were presented. Councilman Culp moved the minutes be approved as written, seconded by Councilman McDaniel and on call of the roll, Council members Consuelo Cruz, Pat McDaniel, David Horn, Ed Culp, Dennis Cooper 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.

Ms. Kara Demirjian Huss, Senior Vice President of TCCI Manufacturing, provided an update on partnership with Decatur, Clean Energy Innovation Hub, Electric Compressor Manufacturing Facility, Climatic Center for Innovation and Research, Workforce Academy, and partnership with Richland Community College.

R2026-102 Resolution Authorizing the Acquisition of LIFEPAK 35 Cardiac Monitors and Enter into an Eight-Year Lease Agreement with Flex Financial, was presented. Councilman Culp moved the Resolution do pass, seconded by Councilman McDaniel.

Chief Elder provided an overview of the Resolution.

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

City Manager Hon presented the City Manager update highlighting the Fire Department for 1,000 plus smoke alarms installed and the Park District breaking ground on new Activity Center for Adults 55 plus.

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

R2026-103 Item A. Resolution Authorizing Payment to Tyler Technologies, Inc. for the MUNIS Enterprise Financial Software System

R2026-104 Item B. Resolution Authorizing Payment to the Macon County Law Enforcement Training Center for New Police Officer Recruit Training (Recruit Class 26-28)

R2026-105 Item C. Resolution Approving a Grant Agreement Between the County of Macon and the City of Decatur for the Acceptance of Funds Granted by the Howard G. Buffett Foundation to the Decatur Police Department

R2026-106 Item D. Resolution Approving a Grant Agreement Between the County of Macon and the City of Decatur for the Acceptance of Funds Granted by the Howard G. Buffett Foundation to the Decatur Fire Department

R2026-107 Item E. Resolution Authorizing Agreement with Motorola Solutions, Inc. for the Purchase of Portable Radios and Related Equipment

R2026-108 Item F. Resolution Authorizing a Sourcewell Contract for the Purchase of a Boom Mower

R2026-109 Item G. Resolution Authorizing Amendment to an Agreement with Intera, Inc. to Provide Professional Engineering Services to the City of Decatur for Yield Analysis of the Harristown Vulcan Reservoir, City Project 2024-02

2026-21 Item H. Ordinance Rezoning Property from B-1 Neighborhood Shopping District to B-2 Commercial District - 1501 East Eldorado Street

2026-22 Item I. Ordinance Rezoning Properties from R-5 Two Family Residence District to R-3 Single Family Residence District - 2500 West Main Street and 2506 West Main Street

R2026-110 Item J. Resolution Receiving and Filing the 2025 Official Zoning Map

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

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

Councilman Culp, Mayor Moore Wolfe and Councilman McDaniel expressed their concerns regarding aggressive panhandling.

Councilman McDaniel commented on the tax bills received in the mail today and Decatur not being the primary taxing district.

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

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:23 p.m.

Approved _____
Kim Eubanks
Deputy City Clerk

TRANSPORTATION SERVICES DEPARTMENT

No. 2026-40

DATE: June 1, 2026

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing a Fourth Amendment to the Agreement for Management and Operation of City of Decatur Public Transit Services with MV Transportation, Inc.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached Resolution authorizing execution of the Fourth amendment to the Agreement for Management and Operation of City of Decatur Public Transportation Services with MV Transportation, Inc.

BACKGROUND: The City of Decatur currently contracts with MV Public Transportation, Inc. for the operation and management of the City's fixed route and paratransit transportation services. Since execution of the original agreement in 2021, the City has expanded public transportation operations to include countywide microtransit services through Decatur Moves.

The proposed Fourth Amendment extends the current agreement for an additional two-year term through June 30, 2028. This extension strategically aligns the contract term for fixed route and paratransit services with the City's existing microtransit service agreement timeline.

Aligning all three transportation service modes under a common procurement schedule will allow the City to issue a comprehensive Request for Proposals (RFP) in 2027 for fixed route, paratransit, and microtransit services simultaneously. Staff believe this approach will improve operational coordination, create procurement efficiencies, enhance service integration opportunities, and position the City to evaluate future transit operations comprehensively.

The amendment also authorizes MV to transition dispatching software platforms from Syncromatics to Spare Labs and establishes a review period for updated fixed route performance standards following implementation of the new platform.

POTENTIAL OBJECTIONS: Staff are 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

BUDGET/TIME IMPLICATIONS: The amendment revises contractor compensation as outlined in Exhibit A attached to the Fourth Amendment. Funding for transit operations is budgeted within the Public Transportation Fund and supported through a combination of state and federal transit funding sources.

RESOLUTION NO. R2026_____

**RESOLUTION AUTHORIZING FOURTH AMENDMENT TO THE TRANSIT
MANAGEMENT AND OPERATIONS AGREEMENT WITH MV TRANSPORTATION,
INC.**

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

WHEREAS, the City currently contracts with MV Transportation, Inc. for the management and operations of the City’s fixed route and paratransit transportation services; and,

WHEREAS, the City has expanded transportation operations through the implementation of countywide microtransit services; and,

WHEREAS, the City desires to align the contract terms for fixed route, paratransit, and microtransit services to allow for a unified procurement process for all transit service modes; and,

WHEREAS, the proposed Fourth Amendment extends the existing agreement term and provides for operational updates supporting continued transit service coordination and management improvements.

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

Section 1. The Fourth Amendment to the Agreement for Management and Operation of City of Decatur Public Transportation Services with MV Transportation, Inc., attached hereto as Exhibit A, be and is hereby approved and placed on file.

Section 2. That the City Manager and City Clerk be, and they are hereby, authorized and directed to execute the Fourth Amendment to the Agreement for Management and Operation of City of Decatur Public Transportation Services with MV Transportation, Inc.

PRESENTED and ADOPTED this 1st day of June 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

**FOURTH AMENDMENT TO THE
AGREEMENT FOR MANAGEMENT AND OPERATION
OF CITY OF DECATUR, ILLINOIS PUBLIC TRANSPORTATION SERVICES**

This Fourth Amendment to the Agreement for Management and Operation of City of Decatur, Illinois Public Transportation Services (this "Fourth Amendment") entered into this 1st day of June, 2026, (the "Effective Date") is by and between the City of Decatur of the State of Illinois ("City") and MV Public Transportation, Inc., a California corporation ("Contactor") and collectively with CITY, the "Parties").

RECITALS

A. The PARTIES have entered into an Agreement for Management and Operation of City of Decatur, Illinois Public Transportation Services, dated January 20, 2021, (as previously amended, the "Agreement"), pursuant to which Contactor provides transportation services to the City; and

B. The Parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Fourth Amendment, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree that the Agreement shall be and hereby are amended, as follows:

1. **Term.** Notwithstanding anything in the Agreement to the contrary, the Term of the Agreement is hereby extended for an additional two years from July 1, 2026 through June 30, 2028.
2. **Scope of Services.** Contractor currently provides a dispatching software called Syncromatics, as required under the Agreement. Contractor desires to replace Syncromatics software with software provided by Spare Labs. The City agrees that Contractor can replace the dispatching software with software provided by Spare Labs. The City and Contractor agree to review fixed route performance during the first 6 months of new software implementation to establish updated performance standards. Missed Runs and Trips definition will be updated to no longer include performance due to mechanical related failures and will only be assessed per route impacted, not per individual stop within a route.
3. **Compensation.** Compensation of the Agreement is amended to revise the Contractors rates as set forth in Exhibit B attached hereto.
4. **Ratification; No Waiver.** Except as expressly modified hereby, the Agreement and all documents, instruments, and agreements related thereto are hereby ratified and confirmed in all respects and shall continue in full force and effect. The execution, delivery, and effectiveness of this Fourth Amendment shall not operate as a waiver of any right, power, or remedy of either Party hereto under the Agreement, nor constitute a waiver of any provision of the Agreement. All

references in the Agreement and any related documents, instruments, and agreements shall hereafter refer to the Agreement as modified hereby.

5. **Authority.** Each Party hereto represents and warrants that the execution and delivery by such Party of this Fourth Amendment and the performance by such Party of all of its agreements and obligations under the Agreement as modified hereby are within the organizational authority of such Party and have been duly authorized by all necessary organizational action on the part of such Party.

6. **Counterparts; Effectiveness.** This Fourth Amendment may be executed in one or more counterparts (including by means of telecopied signature page or as a PDF or similar attachment to an electronic communication), all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties.

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment on the date first written above.

CITY:

City of Decatur, Illinois

Signed: _____

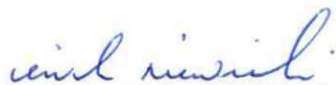
DATE: _____

Printed Name: _____

Title: _____

CONTRACTOR:

MV Public Transportation, Inc.

Signed: 

DATE: 05-22-26

Printed Name: ERIN K NIEMINSKI

Title: EVP & CFO

EXHIBIT B
REVISED RATES

Cost Proposal Form – Page 1

PROPOSER: _____

Projected Vehicle Revenue Hr.	Year One	Year Two
Variable Cost Fixed Revenue Hr	87,223 <u>+15%</u>	87,223 <u>+15%</u>
 Variable Cost Para Revenue Hr	 10,600 <u>+15%</u>	 10,600 <u>+15%</u>
Supplemental Service Revenue Hr	<i>variable</i>	<i>variable</i>

		7/1/26-6/30/27		7/1/27-6/30/28
Total Proposal Cost		Year One		Year Two
Variable Cost Fixed Revenue Hr.	\$	62.33	\$	64.83
 Variable Cost Para Revenue Hr.	\$	39.97	\$	41.57
 Supplemental Service Revenue Hr.	\$	39.97	\$	41.57
 Monthly Fixed Cost				
New Monthly Fixed Costs	\$	261,012.77	\$	271,453.29
 Total Cost	\$	8,992,711	\$	9,352,546
 Spare One Time Cost	\$	34,780		

On behalf of the entity I am authorized to represent, I understand and certify the proposed rates and potential rate reductions as set forth above

By: _____ Title: _____ Date: _____

**Council Memo
Public Works Department
No. 2026-53**

DATE: 6/1/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Matt Newell, Director of Public Works
Robert Weil, Water Production Manager
John Dodwell, Water Production Maintenance Supervisor

SUBJECT:
Resolution Authorizing a Professional Services Agreement with Paul's Machine and Welding Corp., to Provide Engineering, Labor and Material to Rebuild the Sluice Gate Hoist Machinery Frame for the Lake Decatur Dam South Sluice Gate

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the resolution authorizing a professional services agreement with Paul's Machine and Welding Corp. in the amount of \$107,930, to provide engineering, labor and material to rebuild the hoist machinery frame for the Lake Decatur Dam south sluice gate.

BACKGROUND:

The sluice gates are the vertical gates located on the north end of the dam structure. They are generally the only way to release water from the dam during the winter months. They are raised or lowered by means of a mechanical gear system. An unusual incident occurred during the extremely cold conditions on January 16, 2024. The sluice gates needed to be raised to release water from a precipitation event. However, when the attempt was made to operate the sluice gates, the hoist machinery for both north and south sluice gates were damaged.

Following that incident, Water Production staff approached area machine shops and only one was willing to propose on the necessary repairs. Paul's Machine and Welding, located in Villa Grove, Illinois, performed a complete design and rebuild of the drive frame for the north sluice gate hoist machinery. Their work product was such that Public Works would prefer them to complete the south gate hoist mechanism repairs. Paul's is a large firm involved in fabrication, industrial millwright services, material management, as well as product development. The replacement project that Paul's completed on the north gate was engineered well and should last another 50 years. At the time, the south gate frame was welded to restore it to operation.

Their proposal to replace the hoist mechanism frame for the south gate outlines a workmanlike approach to replace the support frames that were fractured and welded back together following the 2024 icing event. The cost proposal is for an amount of \$97,930, which includes payment of prevailing wages for those involved in the on-site removal and reinstallation. An additional allowance of \$10,000 is included in the contract to provide for unforeseen contingencies that may arise, for a total contract price of \$107,930.

LEGAL REVIEW: The form of agreement was previously approved by legal counsel for the repairs completed in 2024.

PRIOR COUNCIL ACTION:

On August 5, 2024, Council approved a similar professional services agreement with Paul's Machine and Welding Corp for replacement of the north sluice gate hoist machinery. Paul's completed that replacement project in a timely and workmanlike manner. This agreement will complete the project by replacing the south sluice gate hoist machinery.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

None.

STAFF REFERENCE: Matt Newell, Public Works Director, Robert Weil, Water Production General Manager, and John Dodwell, Water Production Maintenance Manager. The memo was written by John Dodwell. Matt Newell will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: Budget Impact: The project was budgeted in the FY 2026 Water Capital Fund.

Staff Impact: Current approved staffing levels should be sufficient to accomplish the project.

ATTACHMENTS:

1. 2026-53 Resolution Authorizing Professional Services Agreement Pauls Machinery and Welding
2. 2026-53 Sluice Gate Location Map
3. 2026-53 South Sluice Gate Repair Before After Photos

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
PAUL’S MACHINE AND WELDING CORP., TO PROVIDE ENGINEERING, LABOR
AND MATERIAL TO REBUILD THE SLUICE GATE HOIST MACHINERY FRAME
FOR THE LAKE DECATUR DAM SOUTH SLUICE GATE**

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

Section 1. That the Professional Services Agreement to provide engineering, labor and material to rebuild the sluice gate hoist machinery frame, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and Paul’s Machine and Welding Corp., and the same is hereby received, placed on file and approved.

Section 2. That the City Manager be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Paul’s Machine and Welding Corp., for a cost not to exceed \$107,930.

PRESENTED and ADOPTED this 1st day of June 2026.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

CITY OF DECATUR
PROFESSIONAL SERVICES AGREEMENT

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

Paul's Machine & Welding Corp.
650 N Sycamore St., Villa Grove, IL 61956
800-642-2541

("Professional Service Provider"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

The professional 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. PROFESSIONAL SERVICE PROVIDER. The Professional Service Provider shall provide professional services for the City in all phases of the Project, serve as the City's professional representative for the Project as set forth herein and shall give professional consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Professional Service Provider in accordance with generally accepted standards.
- B. NOTICE TO PROCEED. The Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider shall be the City Public Works Director or the City Public Works Director's designee as set forth in the Notice to Proceed for each phase of work.
- E. EXTRA WORK AND CHANGE ORDERS. The Professional Service Provider 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 Professional Service Provider shall obtain written authorization in the form of a Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order 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 Professional Service Provider and shall not be reimbursed by the City.

An allowance of \$10,000 has been included in the contract for any extra work needed by change order. The Professional Service Provider expressly acknowledges, recognizes and agrees that the only authority to approve change orders to this Agreement or the Scope or Services or the cost(s) therein which exceeds \$10,000 is with the City Council of the City. No additional work shall be accomplished or costs incurred prior to City approval.

SECTION II. BASIC SERVICES

The Professional Service Provider shall:

- A. SCOPE OF WORK. Professional Service Provider shall provide all services as described in the Scope of Work, Exhibit A.
- B. CITY'S REQUIREMENTS. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.
- C. COMPLETION TIME. The Study Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

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 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 as required.
- B. FURNISH INFORMATION. Assist the Professional Service Provider by placing at the Professional Service Provider'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 Professional Service Provider, as required for performance of the Professional Service Provider'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 Professional Service Provider may rely upon in performing the Professional Service Provider'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. Except as maybe modified by the Scope of Work, Exhibit A, arrange for access to and make all provisions for the Professional Service Provider to enter upon public and private property as required for the Professional Service Provider to perform the Professional Service Provider's services.

- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Professional Service Provider, 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 Professional Service Provider.
- 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. Except as maybe modified by the Scope of Work, Exhibit A, 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 Professional Service Provider 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 PROFESSIONAL SERVICE PROVIDER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Professional Service Provider whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Professional Service Provider's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Professional Service Provider in connection with this Project are public documents and, upon payment to the Professional Service Provider, shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Professional Service Provider by the City on extensions of this Project or any other project without written permission of the Professional Service Provider shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Professional Service Provider from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.
- C. ESTIMATES OF COST (COST OPINION). Since the Professional Service Provider 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 Professional Service Provider's

experience and qualifications, but the Professional Service Provider 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 Professional Service Provider shall maintain in full force and effect insurance policies as enumerated below.
2. Policy Form. All policies shall be written on an occurrence basis.
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 Professional Service Provider shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. The certificates shall be attached hereto as Exhibit E. The Professional Service Provider shall provide any renewal certificates of insurance automatically to the City's Representative. Upon request the Professional Service Provider shall file with the City certified copies of all insurance policies and all accompanying endorsements described under Section IV.D redacted as necessary to protect the Professional Service Provider's proprietary information. Redactions shall not alter the policy and its endorsements of insurance. The Professional Service Provider shall file certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by the City of Decatur for (project name)" indicating the City of Decatur's additional insured status. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

Further, it shall be an affirmative obligation upon the Professional Service Provider to advise the City's representative within two days of the cancellation or substantive change of any insurance policy set out under this Agreement, and failure to do so shall be construed to be a breach of this Agreement.

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.
7. Types and Limits of Insurance. The Professional Service Provider 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 one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Professional Service Provider 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 Professional Service Provider.

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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider an employee or partner of the City. The Professional Service Provider 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 Professional Service Provider 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. Professional Service Provider shall indemnify and save harmless the City, its officers and employees against any and all 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, proximately caused or proximately arising out of negligent acts or omissions to act by Professional Service Provider in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Professional Service Provider or its subcontractors.

The City shall indemnify and save harmless the Professional Service Provider, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the Professional Service Provider and including reasonable attorney's fees incurred by the Professional Service Provider or required in any way to be paid by the Professional Service Provider, in defense thereof, and shall indemnify and save harmless the Professional Service Provider from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by City in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the City 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 Professional Service Provider under the terms of the Agreement. The Professional Service Provider shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Professional Service Provider's own judgment, may be necessary for the Professional Service Provider'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.

Notwithstanding anything herein to the contrary, Contractor will not be liable to the City for any consequential, indirect, incidental, or special loss or damage suffered by the City or any third party, which are in excess of the insurance coverage amounts set forth in Section IV.D.7 hereof.

- K. COPYRIGHT ASSIGNMENT. The Professional Service Provider assigns to the City any and all of Professional Service Provider's rights under copyright laws for work prepared by the Professional Service Provider, 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 Professional Service Provider agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.

- L. NO BID RIGGING, BID ROTATION. The Professional Service Provider certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Professional Service Provider 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 Professional Service Provider so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Professional Service Provider 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 Professional Service Provider agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Professional Service Provider has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Professional Service Provider 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. The Parties recognize and agree that time is of the essence of this Agreement.

SECTION V. PAYMENT

- A. CONTRACT AMOUNT. The total contract amount shall not exceed \$107,930.
- B. BASIS OF BILLING. City shall pay the Professional Service Provider for all services rendered under Section II based on unit costs as set forth in Exhibit H hereto.
- C. PAYMENT FOR WORK COMPLETED
 - 1. Monthly progress payments may be requested by the Professional Service Provider for work satisfactorily completed and shall be made by the City to the Professional Service Provider as soon as practicable upon submission of statements requesting payment by the Professional Service Provider to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Professional Service Provider prefers, the Invoice Data sheet may serve as the Professional Service Provider's invoice.
 - 2. The Professional Service Provider shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Professional Service Provider 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 Professional Service Provider may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.

3. 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 Professional Service Provider 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 Professional Service Provider and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. 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. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Professional Service Provider 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. The Professional Service Provider and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- D. 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 Professional Service Provider 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, Professional Service Provider also will be reimbursed for the charges of independent professional associates and consultants employed by Professional Service Provider to render Basic Services, and paid for services rendered during that phase on the basis of Professional Service Provider'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 Professional Service Provider's principals and employees engaged directly on the Project. In the event of any such termination, Professional Service Provider 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 Professional Service Provider entered into on the last date hand 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

Professional Service Provider Firm

By: Edward W. Cler
Edward W. Cler
President

SCOPE OF WORK



Paul's Machine & Welding Corp.
650 N. Sycamore St., Villa Grove, IL 61956
United States

OFFICE 800.642.2541 FAX 217.832.3311
PAULSMACHINE.COM

Quote Number: 52833

QUOTE

Page: 1 of 5

Quote To: CITY OF DECATUR One Gary K. Anderson Plaza Decatur IL 62523-1196	Ship To: John Dodwell CITY OF DECATUR One Gary K. Anderson Plaza Decatur IL 62523-1196 Phone: 217-450-2133 Fax: 217-424-2835 edodwell@decaturil.gov
Date: 5/7/2026 Expires: 6/6/2026 Ship Via: Paul's Install	Sales Person: Chad Dudley Payment Terms: Net 30 Days chad.dudley@paulsmachine.com

USD

Line	Part Description	Rev	Drawing
1	CIDEC260331-01 MILLWRIGHT LABOR, SLUICE GATE REMOVAL/REINSTALL Millwright labor and crane to remove gate frame, gear and rack and bring to Paul's in Villa Grove for repair. Upon completion of repairs, reinstall unit on-site. Priced at straight-time (Mon-Fri) PREVAILING WAGE rates. NOTE: All electrical by others. Electrical shall be disconnected prior to our arrival on-site.		
		Quantity	Unit Price
		1.00 EA	20,450.00
			Net Price
			20,450.00

Line	Part Description	Rev	Drawing
2	CIDEC260331-02 REBUILD SLUICE GATE DRIVE FRAME Estimated Engineering, Labor and Material to rebuild sluice gate drive frame based on actual hours to repair similar unit in 2025. NOTE: Upon inspection of this unit, estimate may need adjusted up or down based on damage and wear noted at inspection. - EXCLUDES any certified engineering or structural stamp(s), if required. Note: Paul's will supply New side plate assemblies with new shaft hubs only (Bushings priced separately, see Line 3). - Paul's will reuse all shafts, gears, collars, Bearings and other parts that come on assembly. - Paul's will power wash parts after disassembly - Sides plates only at this time to be painted Gray (other parts can be painted at customers request) - Remove burrs and sharp edges Material : Carbon Steel Coating : Gray Enamel paint		

QuotForm:001:00



Paul's Machine & Welding Corp.
 650 N. Sycamore St., Villa Grove, IL 61956
 United States
 OFFICE 800.642.2541 FAX 217.832.3311
 PAULSMACHINE.COM

Quote Number: 52833

QUOTE

Page: 2 of 5

		Quantity	Unit Price	Net Price
		1.00 EA	69,500.00	69,500.00

Line	Part Description	Rev	Drawing
3	CIDEC260331-03 BEARINGS AND ROLLER SHAFT		

ESTIMATED labor and material to machine (10) Bronze bearings, roller shaft and (2) rollers.

NOTE: Pricing is based on prior unit condition in 2025; Estimate may need adjusted up or down based on damage and wear noted at inspection.

	Quantity	Unit Price	Net Price
	1.00 EA	7,980.00	7,980.00

Lines Total	97,930.00
Total Taxes	0.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	0.00
Quote Total	97,930.00

Let us contribute to your success. May we have your order?

THIS QUOTATION IS MADE FOR IMMEDIATE ACCEPTANCE WITH THE FOLLOWING QUALIFICATIONS:
 See Paul's Machine & Welding Corp. STANDARD TERMS AND CONDITIONS OF SALE
 - All unspecified dimensions and tolerances will be held to standard manufacturing practices. Your latest revised specifications should accompany each order.
 - Paul's assumes no responsibility for infringement of patents on parts made to customer's specifications.
 - New Customer Terms: Payment terms are cash on delivery until approved credit is established

John Dodwell	Chad Dudley
CITY OF DECATUR	Paul's Machine & Welding Corp.

The prices, specifications and conditions listed in this proposal are satisfactory and are hereby accepted.
 I authorize Paul's to perform the work as specified.

QuotForm:001:00



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: _____
(Public Works Director)

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

The work will be completed no later than 12/31/2026



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

Change Order

Date: _____
 Request No. _____ ☐ Final
 Professional
 Service _____
 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 change orders \$ _____
 Amount of current change order \$ _____
 Amount of adjusted/final contract \$ _____

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

State fully the nature and reason for the change order _____

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 _____
 City Manager if under \$20,000, Mayor if over \$20,000 _____
 _____ Date _____

Attested _____
 City Clerk _____
 _____ Date _____

Replace with Insurance Certificate(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2026

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 GTPS Insurance 1311 S. Neil St. Champaign, IL 618206558	CONTACT NAME: Terry Reno	
	PHONE (A/C, No, Ext): 2173599000 FAX (A/C, No):	
	E-MAIL ADDRESS: treno@gtpsinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Western National	15377
INSURED Paul's Machine & Welding Corp 650 N Sycamore St Villa Grove, IL 61956	INSURER B : Lloyd's	15792
	INSURER C :	
	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 CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			CPP1045060	08/16/2025	08/16/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CPP1042670	08/16/2025	08/16/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10000 ☒ OCCUR ☐ CLAIMS-MADE			UMB1007430	08/16/2025	08/16/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	WCV 1005486	08/16/2025	08/16/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	professional liability			PLC-01458-02	08/16/2025	08/16/2026	prof liab 1,000,000
A	leased/rented equipment			CPP1045060	08/16/2025	08/16/2026	equipment 300,000
A	riggers liability			CPP1045060	08/16/2025	08/16/2026	riggers liab 500,000

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

CERTIFICATE HOLDER

CANCELLATION

City Of Decatur 1155 S. Martin Luther King Jr. Drive 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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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

PROFESSIONAL SERVICE PROVIDER'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 Douglas)

SECTION I. BUSINESS STATUS STATEMENT

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

A. (Hereinafter "Professional Service Provider") is a:
Company Name Paul's Machine & Welding Corp.

(Place mark in front of appropriate type of business)

- ☒ 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)

Professional Service Provider's Federal Tax Identification Number is 37-0891392

B. CORPORATION

The State of Incorporation is Delaware

Registered Agent of Corporation in Illinois:		Business Information (If Different from Above):	
Name	Edward W. Cler President	Company Address, Principal Office	
Address	650 N. Sycamore St	City, State, Zip	
City, State, Zip	Villa Grove, IL 61956	Telephone	Facsimile 217-832-3311
Telephone	217-832-2541	Website www.paulsmachine.com	

The corporate officers are as follows:

President: Edward W. Cler

Vice President: Kenneth Keafer

Secretary: Edward C. Cler

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: ☐ CheckBox1 _____

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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider 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.

PROFESSIONAL SERVICE PROVIDER

Edward W. Cler
Signature

Edward W. Cler
Printed Name

President
Title

SUBSCRIBED and SWORN to before me this 20th day of May, 2026

Janna E. Birchfield

Notary Public



Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE PROFESSIONAL SERVICE PROVIDER (Not applicable to this contract)		
Project Name:		
Professional Service Provider:		
Classification	Minimum	Maximum
Principal		
Project Manager		
Structural Engineer		
Senior Engineer		
Engineer		
Senior Technician		
Technician		
Professional Land Surveyor		
Construction Inspector		
Structural Engineer		
Clerical		
List other employee classifications		

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Professional Service Provider Name
&Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

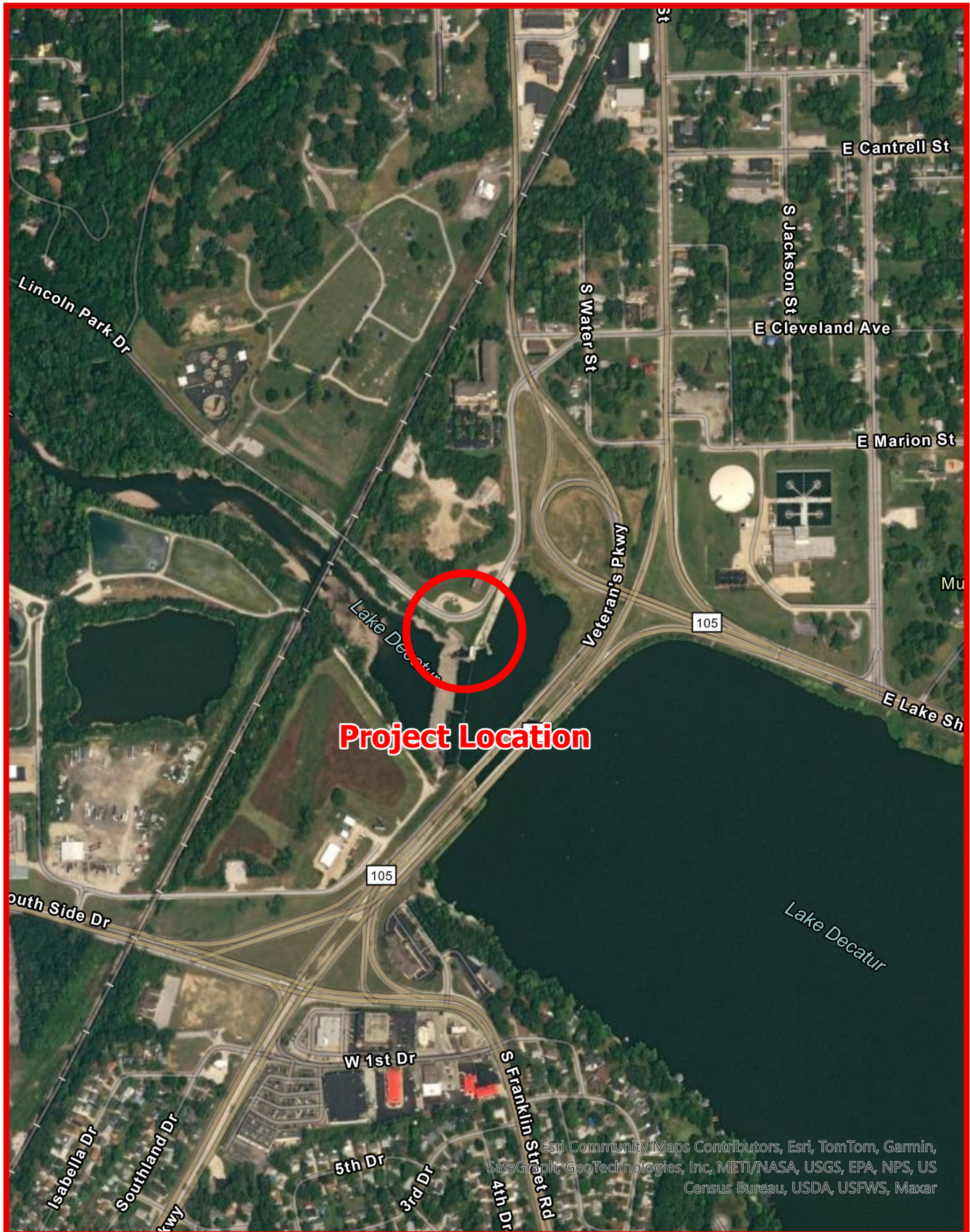
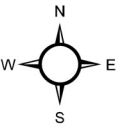
Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg.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

Professional Service
Provider's Signature:

Title:



Lake Decatur Dam Sluice Gate Hoist Machinery Rebuild



Before and After Illustration of Repairs to South Sluice Gate Hoist Machinery



Figure 1 January 2024 Damage to South Sluice Gate Machinery; Temporary Repair has been Completed



Figure 2 North Sluice Gate Machinery after Repairs; repairs to South will be similar

**Council Memo
Public Works Department
No. 2026-45**

DATE: 6/1/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing Execution of a Grant Agreement Between the State of Illinois, Illinois Environmental Protection Agency and the City of Decatur

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached resolution authorizing execution of a grant agreement between the State of Illinois, Illinois Environmental Protection Agency and the City of Decatur. Through this agreement, the City will receive \$363,633.81 in Federal funds and the City will provide \$242,422.41 for the implementation of watershed projects.

BACKGROUND:

The application for this water quality initiative grant was submitted in May 2024 and is now being awarded to the City. It is the fourth IEPA grant (commonly called Section 319 Nonpoint Source Pollution Control Grant) that the city has applied for since completing the dredging project. City staff applies for these annually to help implement best management practices (BMPs) and create subwatershed resource plans in the Upper Sangamon River (Lake Decatur) watershed to reduce nonpoint source pollution, the amount of soil entering the lake, and improve the lake's water quality.

The grant will fund the following activities:

- Construct 13,800 linear feet of terraces (approximately 14 terraces) • Construct 2,500 linear feet of water and sediment control basin (approximate 8 structures)
- Complete 10.5 acres of grassed waterway
- Update the watershed-based plans for Goose Creek Watershed and Finley Creek Watershed. The plans will follow the required EPA format and will meet the nine key elements of a watershed-based plan.

The constructed BMPs will reduce annual nonpoint source pollutant loadings to Lake Decatur of approximately 506 tons of sediment, 556 pounds of phosphorus and 3,639 pounds of nitrogen. Although these amounts represent a small percentage of the estimated sediment/nutrient loading on Lake Decatur, the cumulative effect over time is significant, especially when combined with other watershed projects. Another reason for seeking these annual grants is that the ongoing commitment of matching local funds for watershed protection tends to attract state and federal grants that multiply our investment.

SCHEDULE: Work on the grant is expected to start in September 2026, and be completed by May 30, 2027,

depending on weather. See Attachment 1 for the BMP construction site locations.

LEGAL REVIEW: The agreement documents were approved by the Legal Department on May 22, 2026.

PRIOR COUNCIL ACTION:

The priority goals for the City of Decatur, first adopted in 2023, call for implementing recommendations of a Lake Management Plan so that the quantity of sediment, silt and nitrates entering Lake Decatur is significantly reduced, and adopting other strategies designed to ensure good water quality and watershed protection. On July 17, 2023 and January 21, 2025, City Council approved two previous Section 319 Grants funding between the State of Illinois, Illinois Environmental Protection Agency and City of Decatur.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

None

STAFF REFERENCE: Matt Newell, Public Works Director; Robert Weil, Water Production Manager; and Jennifer Gunter, Watershed and Lake 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: This grant is a cost share grant in which the State of Illinois will provide up to 60% of the cost of the grant's projects. The remaining 40% of the cost must be provided by other parties. This grant is being funded by:

	Amount	Percentage
State of Illinois	\$363,633.81	60%
City of Decatur	\$242,422.41	40%
TOTAL	\$606,056.22	100%

BMP construction costs were based on 2024 estimates. Due to significant cost increases since then, it is conservatively estimated that the City may have to expend additional cost share funds from the Water Lake Capital budget for Watershed Protection Program funds to fully fund this grant's BMP construction projects. However, the adopted budget is expected to be sufficient to cover this difference.

ATTACHMENTS:

1. 2026-45 Resolution IEPA Section 319 Grant
2. 2026-45 Map of Projects for Section 319

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION OF A GRANT AGREEMENT
BETWEEN THE STATE OF ILLINOIS, ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY AND THE CITY OF DECATUR**

WHEREAS, the improvement of Lake Decatur water quality is essential to public health, safety and welfare; and,

WHEREAS, the State of Illinois, Illinois Environmental Protection Agency has the authority to make such grants and makes funds available for improving Lake Decatur water quality; and,

WHEREAS, grants for said funds will impose certain obligations upon the recipient.

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

Section 1. That the Grant Agreement, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and State of Illinois, Illinois Environmental Protection Agency, 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 Grant Agreement between the City of Decatur, Illinois and the State of Illinois, Illinois Environmental Protection Agency.

PRESENTED AND ADOPTED this 1st day of June 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Agreement No. 3192406 (26-0378-11885)

**GRANT AGREEMENT
BETWEEN**

**THE STATE OF ILLINOIS, ENVIRONMENTAL PROTECTION AGENCY
AND
CITY OF DECATUR**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency and CITY OF DECATUR (Grantee)

(collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE - The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO - Grantor-Specific Terms

PART THREE - Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

Illinois Environmental Protection Agency

City of Decatur

By: _____
Signature of James Jennings, Title Director

By: _____
Signature of Authorized Representative

Date: _____

By: N/A
Signature of Designee

Printed Name: _____

Date: _____

Printed Title: _____

Printed Name: N/A

Email: _____

Printed Title: N/A

By: _____
Signature of Second Grantor Approver, if applicable

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Date: _____

Printed Name: Andrew Armstrong

Printed Name: _____

Printed Title: Chief Legal Counsel
Second Grantor Approver

Printed Title: _____

Email: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: Laura Roche

Printed Title: Chief of Staff
Third Grantor Approver

PART ONE - THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Award" has the same meaning as in 44 III. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 III. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 III. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 III. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 III. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on execution and expires on 5/30/28 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) ☒ must not exceed or ☐ are estimated to be \$363,633.81, of which \$363,633.81 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

TOTAL PROJECT COST: \$ 606,056.22

Grantor Share: \$ 363,633.81 - 60% of Total project cost

Grantee Share: \$ 242,422.41 - 40% of Total Project cost

The specific terms of payment are:

The estimated project costs allowable under this Agreement are identified in the Budget incorporated herein as an Attachment 1.

Federal funding shall make up no part of the Grantee's share of the total project cost and that the Grantee's Share shall be used exclusively for this project. The Grantee's Share for this project shall not be used to match or financially qualify for any other federal grant. Illinois state sales tax is not eligible for reimbursement or as match. The Grantee must not exceed the Illinois Department of Central Management Services Travel Reimbursement Schedule for mileage, per diem/meals, and lodging.

The Grantor's financial obligations to the Grantee are limited to the amount of funding identified as "Grantor Share" in this Agreement. All Grantee costs and match must be incurred within the Agreement Term. If the Grantee incurs costs in anticipation of receiving additional funds from the Grantor, the Grantee does so at its own risk.

Payment requests submitted by the Grantee must be for the reimbursement of incurred costs. Advanced payment is not allowed. Requests for payment must be submitted by the Grantee's authorized representative no more frequently than once per month. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the Grantor no later than August 1st of that year; otherwise the Grantee may have to seek payment through the Illinois Court of Claims. Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Grantor. The requests for payment shall be submitted to the Grantor through the Grantee portal on Euna (il.amplifund.com).

The Grantor may withhold payment to the Grantee if the Grantee's progress in completing the Performance Measures contain in Exhibit D of this Agreement does not meet the project schedule contained in the Agreement to the satisfaction of the Grantor. The Grantor may withhold payment to the Grantee if Grantee fails to file required reports. The Grantor retains the right to withhold ten (10) percent of the Grantor Share until all products outlined in Exhibit D (Performance Measures) of this Agreement are submitted and approved by Grantor.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor a release of all claims against the Grantor arising under the Agreement. Unless otherwise provided in the Agreement or in another writing executed by both the Grantor and the Grantee, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Grantor may have pertaining to the Agreement against any party affected by the Agreement.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 99520024, the federal awarding agency is United States Environmental Protection Agency

, the Federal Award date is 09/28/2024 . If applicable, the Assistance Listing Program Title is
Nonpoint Source Implementation Grants

and Assistance Listing Number is 66.460 . The Catalog of State Financial Assistance (CFSA) Number is
532-60-0378 and the CSFA Name is Section 319(h) – Nonpoint Source Pollution Control Financial Assistance .
If applicable, the State Award Identification Number (SAIN) is 0378-11885 .

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and
HCL3MP6L8XV5 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if
applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the
Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these
requirements changes, or the certifications made in and information provided in the uniform grant application changes,
Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 376001308 is Grantee's correct
federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable:
(a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee
has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a
failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup
withholding; and (b) Grantee is a U.S. citizen or other U.S. person.
Grantee is doing business as a (check one):

- | | |
|--|---|
| ☐ Individual | ☐ Pharmacy-Non-Corporate |
| ☐ Sole Proprietorship | ☐ Pharmacy/Funeral Home/Cemetery Corp. |
| ☐ Partnership | ☐ Tax Exempt |
| ☐ Corporation (includes Not For Profit) | ☐ Limited Liability Company (select applicable |
| ☐ Medical Corporation | tax classification) |
| ☒ Governmental Unit | ☐ P = partnership |
| ☐ Estate or Trust | ☐ C = corporation |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750-Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. **Availability of Appropriation; Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. **Pre-Award Costs.** Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. **Payments to Third Parties.** Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. **Modifications to Estimated Amount.** If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In

the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

**ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD**

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at intervals specified by Grantor, which must be no less than annually and no more frequently than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee

Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.1.1.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least the \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.(i)

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities, and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A, PART TWO** or **PART THREE**.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge

such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated,

Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35. 1.1.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent

of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10 1.1. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

This project will implement best management practices (BMPs) in the Wildcat Creek - Sangamon River Watershed (HUC 071300060404) to reduce nonpoint source pollution to protect water quality. BMPs will include 14 terraces (replacing 12 old terraces and adding 2 new terraces), 8 water and sediment control basins, and grassed waterways.

This project will also develop two watershed-based plans, one for the 37,235 acre Goose Creek Watershed (HUC 071300060207) and one for the 16,773 acre Finley Creek Watershed (HUC 071300060407). These plans will be consistent with the USEPA watershed-based plan guidance found in Appendix C of the Nonpoint Source Program and Grants Guidelines for States and Territories dated April 12, 2013 (as revised). The watershed planning process will include planning meetings and one-on-one landowner outreach.

o OUTPUTS:

o 2 Illinois-EPA approvable watershed-based plan update for the Goose Creek Watershed and Finley Creek Watershed that meet the nine key elements of a watershed-based plan including:

- ☐ Planning meetings
- ☐ One-on-one landowner outreach

o 13,800 (14) Linear Feet Terrace

o 2,500 (8) Linear Feet Water and Sediment Control Basin

o 10.5 Acres Grassed Waterway

o OUTCOMES:

o Water quality protection of Lake Decatur (IL_REA), Sangamon River (IL_E-95), Wildcat Creek-Sangamon River (IL_EZS), Goose Creek (IL_EX-01), Finley Creek (IL_EZP), and Wildcat Creek (IL_EZS) in the Lake Decatur-Sangamon River watershed (0713000604)

o Annual pollutant load reductions: 78 pounds of phosphorus; 3,057 pounds of nitrogen; and 76 tons of sediment

o Future implementation of the watershed-based plan recommendations.

o Water quality restoration of waterbodies in the Lake Decatur watershed.

EXHIBIT B

DELIVERABLES OR MILESTONES

Description	Completion Date
PROJECT COORDINATION	
1. Project Coordination	March 1, 2028
BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION	
2. BMP Documentation Form (Part 1) and Design	October 28, 2026
O&M Plan	October 28, 2026
Sign Design	October 28, 2026
Landowner Agreement	October 28, 2026
Last Day to Start Implementation of BMP(s)	May 31, 2027
Complete Implementation of BMPs	December 2, 2027
BMP Documentation Form (Part 2) w/Invoices and Photo Documentation	February 28, 2028
WATERSHED-BASED PLANNING STRATEGY	
3. Submit WBP Strategy	June 30, 2026
Complete Implementation of WBP Strategy	February 15, 2027
PROJECT REPORT	
4. Project Report	January 14, 2028
OTHER DIRECTED ACTIVITIES	
5. Periodic Performance and Financial Reports	Quarterly as stipulated
Annual Financial Reports	Annual as stipulated

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Rufus Ajayi

Title: Environmental Protection Specialist

Address: Illinois Environmental Protection Agency
Bureau of Water, Nonpoint Source Unit Mail
Code #15
P.O. Box 19276
Springfield, Illinois 62794-9276

Additional Information

GRANTEE CONTACT

Name: Jennifer Gunter

Title: Watershed and Lake Manager

Address: City of Decatur
1 Gary K Anderson Plaza
Decatur, IL 62523

GRANTEE PAYMENT ADDRESS
(if different than the address above)

Address:

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Rufus Ajayi

Title: Environmental Protection Specialist

Address: _____

Phone: (217) 782-3362

TTY#: _____

Email Address: Rufus.ajayi@illinois.gov

GRANTEE CONTACT

Name: Jennifer Gunter

Title: Watershed and Lake Manager

Address: _____

Phone: 217-424-2834

TTY#: _____

Email Address: jgunter@decaturil.gov

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Under this Agreement, the Grantee shall complete* the following tasks.

*All submissions shall be sent to the Grantor Contact as identified in Exhibit D of this Agreement and shall be submitted electronically unless otherwise specified by the Grantor.

PROJECT COORDINATION

1. Serving as the lead agency, the Grantee shall coordinate the implementation of the nonpoint source pollution control best management practice (BMP) designs as developed and approved under Item 2 of this Agreement. The Grantee shall ensure that the designs are consistent with the goals of the Wildcat Creek - Sangamon River Watershed-based plan and the Illinois' Nonpoint Source Management Program

The Grantee shall also coordinate the development of an Illinois EPA-approvable watershed-based plan for the Goose Creek (HUC 071300060207) and Finley Creek (HUC 071300060407) Watersheds.

BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION

2. The Grantee shall complete Part I of the BMP Documentation Form (Part I) and compile all design supplemental information (Design) for the BMPs identified in Exhibit A of this Agreement. The Design shall include all plans and specifications, operation and maintenance plans (O&M Plan), a description of installation and construction techniques, and materials to be used (including plant species).

The Design shall meet the requirements of at least one of the following current documents: 1) the Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual, 2) the Illinois Urban Manual, and/or 3) the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design shall be certified by a registered professional engineer or NRCS staff unless the Grantee obtains a written waiver from this certification requirement from the Grantor.

Part I and the Design shall be submitted by the Grantee to the Grantor for review and approval by October 28, 2026. Upon Grantor's request, Part I and the Design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the BMP Design is approved by the Grantor.

An O&M Plan shall be developed to ensure the long-term viability (no less than 10 years) for the BMPs implemented under this Agreement. The O&M Plan shall identify inspection needs and management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O&M Plan shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs, as well as the financial resources necessary for implementation of the O&M Plan.

The O&M Plan shall be submitted by the Grantee to the Grantor for review and approval by October 28, 2026. Upon Grantor's request, the O&M Plan shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the O&M Plan is approved by the Grantor.

The Grantee shall design a sign which acknowledges the participating agencies and identifies Section 319 of the

Clean Water Act as a funding source of the project. The Grantee shall complete and submit a sign design to the Grantor for review and approval by October 28, 2026. Upon Grantor's request, the sign design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The Grantee shall erect the sign prior to the installation of the BMP(s) and for a period thereafter as mutually agreed upon by the Grantee and the Grantor.

The Grantee shall secure any necessary permits prior to the implementation of the Design developed under Item 2 of Exhibit D of this Agreement. In the event that the Grantee does not own the entire project site, the Grantee shall enter into legally binding agreements with participating landowners to ensure that the BMPs are maintained as designed and that the O&M Plans are implemented for no less than 10 years from the implementation of the BMPs. The draft landowner agreement shall be submitted by the Grantee to the Grantor for review by October 28, 2026. Upon Grantor's request, the Landowner Agreement shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. The Grantee shall submit a copy of the executed agreement(s) to the Grantor prior to the implementation of the BMP.

Implementation of the BMP Designs developed in accordance with Item 2 of Exhibit D of this Agreement must begin by May 31, 2027. In the event that construction and implementation of the Designs developed in accordance with Item 2 of Exhibit D of this Agreement has not begun by May 31, 2027, the Grantee, or its Assigns, shall immediately discontinue all work on the Design implementation, unless an extension is requested by the Grantee and approved by the Grantor prior to May 1, 2027. In the event of such a discontinuation of work, limited costs incurred in association with the BMP Design will be eligible for reimbursement by the Grantor.

The Grantee shall complete the implementation of the BMPs by December 2, 2027. Upon completion of the BMPs, the Grantee shall complete and submit Part II of the BMP Documentation Form with all supporting documentation to the Grantor by February 28, 2028. Support documentation includes invoice and photographic documentation.

WATERSHED-BASED PLANNING STRATEGY AND SELF ASSESSMENT OF THE PLAN

3. The Grantee shall cause the development of a succinct Watershed-Based Planning Strategy (Strategy) to update an Illinois EPA approvable Watershed-Based Plan (Plan) for the Goose Creek watershed (HUC 071300060207) and the Finley Creek watershed (HUC 071300060407). The Plan shall be consistent with US EPA watershed-based plan guidance found in Appendix C of the Nonpoint Source Program and Grants Guidelines for States and Territories dated April 12, 2013 (as revised) and Chicago Metropolitan Agency for Planning's "Guidance for Developing Watershed Action Plans in Illinois" dated June 2007.

The Strategy shall identify any updates needed in the existing watershed plan. See Attachment 2 for required components of a Watershed Resource Inventory. The updated plan will be developed from the existing watershed plan with input from the local stakeholders and local experts. The Plan shall include a problem statement, goals, and objectives and shall identify and assess use impairments of water resources along with the causes and sources of such impairments. Potential management practices shall be identified for prevention, remediation, restoration, and maintenance to achieve water quality and natural resource objectives. The Plan shall identify the costs and funding sources associated with implementing recommendations of the Plan. The Plan shall include an implementation schedule; description of interim, measurable milestones; public information/education component; and a monitoring component. The Plan shall contain tables identifying site-specific best management practices (BMP) recommendations along with the associated units (number, feet, acres) that should be implemented, cost of implementation, estimated pollutant load reduction, priority, and responsible entity for each site-specific recommended BMP.

The Grantee shall perform a separate self-assessment for the final Plan developed under this Agreement using Illinois EPA's Watershed-Based Plan or Total Maximum Daily Load Implementation Plan Joint Evaluation Form (Form) to verify that all elements of a watershed-based plan required in USEPA's April 12, 2013 guidance have been met. The Form shall be completed for the watershed-based plan and submitted by the Grantee to the Grantor by February 15, 2028 unless otherwise identified in the Strategy. Upon Grantor's request, the Form shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval.

The Strategy shall be submitted by the Grantee to the Grantor by June 30, 2026. Upon Grantor's request, the Strategy shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Only minimal activities related to Watershed-Based Planning shall be started until the Strategy is approved by the Grantor. The Grantee shall complete the implementation of the Strategy by February 15, 2028.

PROJECT REPORT

4. The Grantee shall evaluate and prepare a report on the success of the Lake Decatur Water Quality Initiative Phase 4 Project in terms of water quality and NPS pollution control. The report shall document the grant agreement number, the project period, project title, tasks, implementation schedule, budget, obstacles and successes encountered during implementation of the project. For all BMP implementation developed under Item 2 of this Agreement, the report shall include pre and post conditions, pollutant load reduction amounts for sediment, phosphorus, and nitrogen, the type and location of practices, plans and specifications, the O & M Plan, a description of installation and construction techniques, and materials used (including plant species). The Project Report shall be completed and submitted by the Grantee to the Grantor for review and approval by February 15, 2027. Upon Grantor's request, the Project Report shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. Upon approval, the Grantee shall submit two (2) paper copies and one (1) electronic copy of the Report to the Grantor.

PERFORMANCE STANDARDS

All products produced, and all work performed by the Grantee under this Agreement shall be subject to review and approval by the Grantor to determine eligibility and acceptability in meeting the terms and intent of this Agreement.

The Grantee shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Grantee under this Agreement. The Grantee must, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Grantee will perform such services as necessary to accomplish the objectives of this Agreement, in accordance with all the terms of this Agreement.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by proving written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

Financial and Regulatory Reporting

Log indicating report submittal due dates and actual report submittal dates with explanation if late. Undertake all steps to adhere to GAAP, supply the Grantor contact with a plan for said steps, and restate all financial statements as necessary for the given fiscal year.

Corrective Action:

Grantee shall provide all required reports on-time and without error. In addition, the Grantee shall implement performance measures that tie to financial data if not currently in place. Condition may be removed upon request after one year.

PART TWO -GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

**ARTICLE XXIII
REPORTING**

23.1. Grantee shall file a Quarterly Periodic Financial Report (PFR) and Periodic Performance Report (PPR) for quarters ending March 31, June 30, September 30, and December 31, with the Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first Periodic Financial Report (PFR) and Periodic Performance Report shall cover the reporting period after the effective date of the Agreement. a Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit an annual Periodic Financial Report (PFR) for the period ending 12/31 (Grantee's Fiscal Year End date). This report should include the Grantee's entire Fiscal Year expenditures for this award. Reports must be submitted no later than 30 calendar days following the period covered by the report.

A Periodic Financial Report (PFR) and Periodic Performance Report (PPR) marked as "Final Report" must be submitted to Grantor 60 days after the end date of the Agreement. Failure to submit the required PFR and PPR reports may cause a delay or suspension of funding.

In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

In reference to Part One, Article XI, Item 11.3 of this Agreement, the Grantee will submit the performance report supplemental attachment using the following format. The first page will include the project title, agreement number, the period that the report covers, and a table showing the entire list of Deliverables or Milestones (Exhibit B) and all deliverables defined in the strategies developed under this grant. The table shall include the task, its scheduled completion date, and status. The remainder of the report will include the items listed in Section 11.3, plus information regarding what happened during this quarter and what is scheduled for the upcoming quarter. For projects implementing best management practices, the report will include a table of all projects, which lists the project owner, estimated date to be completed, implementation status, and comments as needed.

PART THREE -PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

In reference to Part One, Article IV, Item 4.8 of this Agreement, the Grantee is not required to submit payment requests to the Grantor within fifteen (15) days of the end of the quarter but may instead request reimbursement of incurred costs as needed within the Agreement Term but may do so no more frequently than once per month.

The Grantee and the Grantor have the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Grantee receiving financial assistance under this Agreement whether the product is developed by the Grantee or a sub-grantee.

The Grantee will include in any publications for external general circulation (including brochures, newsletters, and presentations materials) the following phrase: "Funding for this project provided, in part, by the United States Environmental Protection Agency through Section 319(h) of the Federal Clean Water Act."

The Grantee shall be available for coordination and progress briefings with the Grantor during the term of the Agreement. The dates and locations of these briefings shall be specified by the Grantor in consultation with the Grantee.

Upon completion of the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Grantee must execute and deliver to the Grantor an amended Budget that reflects any and all budget line-item transfers made to the original Budget, unless already addressed in an executed amendment to the Budget.

3192406 - Lake Decatur Water Quality Initiative Phase 4 – Submission Budget

Expected Start: 5/1/2026 Expected End: 4/30/2028

Budget View Settings

Options

Show/Hide

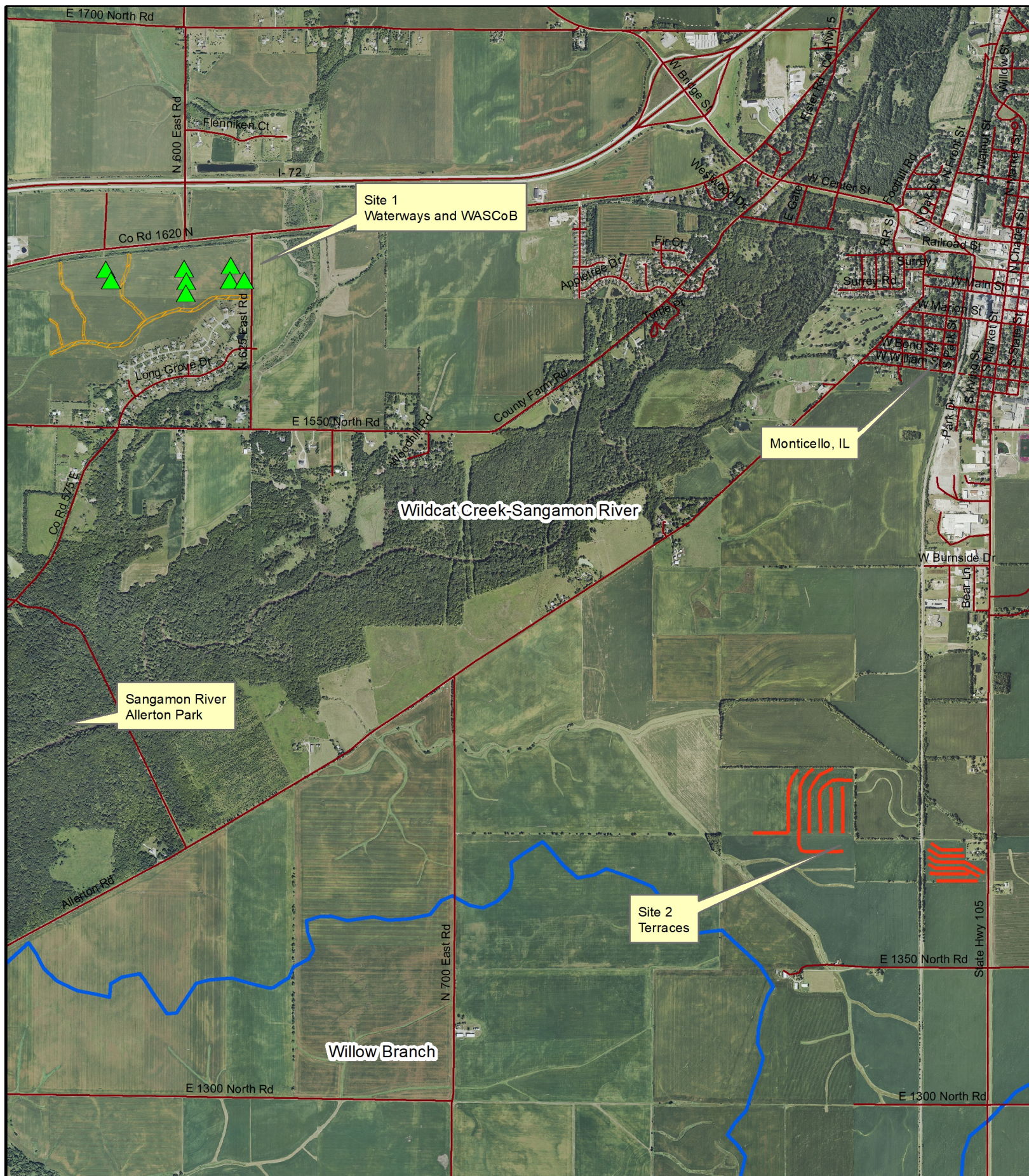
☐ Grant Year ☒ Line Items ☐ Assignee(s) ☒ Match

Budget

Expense Budget +	Grant-Funded Budgeted	Match Budgeted	Total Budgeted
1. Personnel (Salaries and Wages) +			
Subtotal	\$0.00	\$0.00	\$0.00
10. Research and Development (R&D) +			
Subtotal	\$0.00	\$0.00	\$0.00
11. Telecommunications +			
Subtotal	\$0.00	\$0.00	\$0.00
12. Training and Education +			
Subtotal	\$0.00	\$0.00	\$0.00
13. Direct Administrative Costs +			
Subtotal	\$0.00	\$0.00	\$0.00
14. Other or Miscellaneous Costs +			
Subtotal	\$0.00	\$0.00	\$0.00
2. Fringe Benefits +			
Subtotal	\$0.00	\$0.00	\$0.00
3. Travel +			
Subtotal	\$0.00	\$0.00	\$0.00
4. Equipment +			
Subtotal	\$0.00	\$0.00	\$0.00
5. Supplies +			
Subtotal	\$0.00	\$0.00	\$0.00
6. Contractual Services & Subawards +			
Construction Contractor	\$252,633.62	\$168,422.41	\$421,056.03
Consulting Firm	\$111,000.19	\$74,000.00	\$185,000.19
Subtotal	\$363,633.81	\$242,422.41	\$606,056.22
7. Consultant Services and Expenses +			
Subtotal	\$0.00	\$0.00	\$0.00
8. Construction +			
Subtotal	\$0.00	\$0.00	\$0.00
9. Occupancy (Rent and Utilities) +			
Subtotal	\$0.00	\$0.00	\$0.00
Indirect Cost +			
Subtotal	\$0.00	\$0.00	\$0.00
Total Expense Budget Cost	\$363,633.81	\$242,422.41	\$606,056.22
Revenue Budget	Grant-Funded Budgeted	Match Budgeted	Total Revenue
Grant Funding			
Awarded Amount	\$363,633.81		\$363,633.81
Subtotal	\$363,633.81		\$363,633.81

Match

Cash Match	\$242,422.41	\$242,422.41
In-Kind	\$0.00	\$0.00
Other Funding	\$0.00	\$0.00
Subtotal	\$242,422.41	\$242,422.41
Total Revenue Budget Cost		(\$606,056.22)
Total Overall Budget Cost		\$0.00



- ▲ Dry Dam/WASCoB
- Roads
- ▨ Terrace
- ▨ Waterway
- ▭ HUC12 Boundary



Lake Decatur Section 319 Practice Overview Map



**Council Memo
Public Works Department
No. 2026-57**

DATE: 6/1/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Matt Newell, Director of Public Works
Robert Weil, Water Production Manager
John Dodwell, Water Production Maintenance Supervisor

SUBJECT:

Resolution Authorizing a Six-Year Maintenance Agreement with Altorfer Inc. for South Water Treatment Plant Emergency Standby Generators

SUMMARY RECOMMENDATION: It is recommended that the City Council adopt the attached Resolution authorizing a six-year Maintenance Agreement with Altorfer Inc. for South Water Treatment Plant Emergency Standby Generators for a fee of \$111,852.00.

BACKGROUND:

The South Water Treatment Plant (SWTP) has two large Caterpillar diesel powered emergency standby generators to supply electricity to the plant whenever electricity is interrupted. Altorfer Inc. has provided emergency standby generator maintenance and repair services since the SWTP was commissioned in 1988. The standby generators are tested regularly, including full-load tests, and continue to perform well. Since Altorfer is the firm most familiar with the generators and is authorized Caterpillar representative, they were asked to provide a proposal for a new six-year maintenance agreement.

The maintenance tasks to be performed in the years 2026 through 2031 are:

- Comprehensive Inspections
- Routine Full Service
- Engine Cooling System Service
- Intermediate Cooling System Service
- Starting Battery Replacement Service
- Air Filter Maintenance

The tasks are performed over a six-year period based on the amount of time that the generators are operated.

Altorfer is the regional dealer and maintenance services firm for Caterpillar generators and electrical control systems. The previous six-year agreement (which expired this year) cost \$11,638 per year. The proposed new agreement will cost \$18,642 per year, or \$111,852 for 6 years.

Reasons for the price increase include: the previous bid was pre-COVID and labor costs have increased 60% in the meantime; parts have increased 20%; travel costs have increased.

In light of the increased costs, staff considered whether to seek other proposals for this service, but decided that would not be cost-effective. An important part of the contract is providing and maintaining the switchgear to transfer to emergency power and back. The switchgear is proprietary to Altorfer and would need to be replaced if another contractor were to take over.

The City has received excellent service from Altorfer over a 25-year period, and the emergency generator system has performed reliably during that time.

Altorfer will not use sub-contractors for this work. They will meet the City's minority participation goal of 18% of the hours worked being performed by minority labor.

LEGAL REVIEW: There are no documents requiring legal review.

PRIOR COUNCIL ACTION:

Previous acceptance of 6-year contract with vendor.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

Altorfer

STAFF REFERENCE: Matt Newell, Public Works Director, Robert Weil, Water Production General Manager, John Dodwell, Water Production Maintenance 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: These services are a line item in the annual operating budget for the Water Production Operations account.

ATTACHMENTS:

1. 2026-57 Resolution for SWTP Emergency Generator Maintenance (2)

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A SIX-YEAR MAINTENANCE AGREEMENT
WITH ALTORFER INC. FOR SOUTH WATER TREATMENT PLANT
EMERGENCY STANDBY GENERATORS**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A and made part hereof, between Altorfer Inc. and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Altorfer Inc. for a fee not to exceed \$111,852.

PRESENTED AND ADOPTED this 1st day of June 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



Exhibit A

April 14, 2026

Quote#: 26-DC-24428-R

Customer # 215205

City Of Decatur Water Service

Attention: John Dodwell
 South Water Treatment Plant, 1155 South Martin Luther King Jr
 Decatur, IL 62521

Reference: Semi-annual maintenance for Water standby generators

A Six Year POW-R-GUARD Maintenance Agreement for Caterpillar Emergency Standby Generator(s).

Caterpillar 3516 0CMD00283 Caterpillar 3516 025Z01104

Thank you for allowing Altorfer Power Systems the opportunity to provide a scheduled maintenance plan for your power generation system. These services have been tailored to your company's requirements and specific needs, while following Caterpillar's published schedules. A complete description of the services offered is included in this proposal package. The services quoted include all necessary parts, labor, and travel, unless noted otherwise. The following is a summary of the service levels included in this agreement:

Type	Description	Service Level Qty
Service Level 1	Comprehensive Inspection	12
Service Level 2	Full Service, plus Service Level 1	12
Service Level 4	Engine Cooling System Service	2
Service Level 4a	Interm. Cooling System Service(Long Life)	2
Service Level 7	Starting Battery Replacement Service	4
Service Level 19	Air Filter Maintenance	2

**Service Level intervals are based on 250 or less run hours per year.

SerialNum	Customer Equipment Num	Visit Qty	Per Visit Invoice Amount
025Z01104	Gen #1	12	\$4,605
0CMD00283	Gen #2	12	\$4,716

- Plus Applicable Tax.

Any labor or materials for corrective action on defects discovered during inspection and testing of equipment will be invoiced separately.

Altorfer Inc.

101 Pinecrest Drive, Peoria,IL 61611
 Phone: (309) 427-1234 FAX:

April 14, 2026

Quote#: 26-DC-24428-R

This maintenance plan will minimize the number of unexpected problems, allow you to budget your operating expenses, and maximize your facility's "up" status. All services will be performed by qualified CATERPILLAR trained technicians assuring that your generator system is maintained in accordance with all manufacturer's guidelines. Further, with the authorized CATERPILLAR dealer handling the maintenance, you can be assured of receiving any suggested or mandated product improvement updates that your equipment would require. The services provided will discover any possible discrepancies before they become a serious problem, which could lead to unnecessary down time of your system.

Altorfer Power Systems is capable of addressing all of your power generation needs from scheduled maintenance to failure diagnosis and repairs. To further your investment, we offer the following types of support:

- * 24 Hours, 7 days A Week, Emergency Service
- * Emergency Generator Rentals
- * 25+ CATERPILLAR Trained Generator Field Service Technicians Company Wide
- * In House Transfer Switch and Switchgear Repair
- * \$1.5 Million In Parts Inventory With Instant Access to CAT Worldwide Parts in Morton, IL.

All services performed will be covered by a 6-month warranty against materials and workmanship defects. All remedies under this warranty are expressly limited to replacing parts or making repairs in accordance with the warranty guidelines. Claims for loss arising out of any failure or the repaired equipment to operate for the warranty period or for loss arising from expenses incurred due to, or in connection with the failure of the repaired equipment, including any and all claims for consequential damages, are expressly excluded. Pricing is based on services performed during normal business hours.

In the event either party would decide to terminate this agreement, a 30 day written notice is required. (Cancellation charges may apply if the actual work completed exceeds the amount of total payments made prior to agreement termination.)

Pricing is valid for 60 days from quote date. To accept this proposal, please sign below. Please return the ACCEPTED copy to me. If you have any questions, or if I may be of additional service, please don't hesitate to contact me.

Sincerely,

Desiree Cleary
PSSR
(309) 265-1293
E-mail: desiree.cleary@altorfer.com

ACCEPTED:

John Dodwell

DATE: 5/11/2026

TITLE:

Maintenance Manager Water Production

PO#:

Altorfer Inc.

101 Pinecrest Drive, Peoria, IL 61611
Phone: (309) 427-1234 FAX:

**Council Memo
Public Works Department
No. 2026-59**

DATE: 6/1/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing Lake Decatur Watershed Farmland Conservation Program Agreement for Waterway and Grade Control Structure Improvements with Fulk Family Farm, LLC

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached resolution authorizing a Lake Decatur Watershed Farmland Conservation Program Agreement between the City of Decatur and Fulk Family Farm, LLC for the construction of a waterway, tile, and grade control structure to control nutrients, sediment and erosion for a not to exceed cost to the City of \$34,290.00. This amount represents 90% of the total project cost of \$38,100.00 with a 20% contingency. The remainder of \$3,810.00 will be paid by the landowner.

BACKGROUND:

The City's 2021 Watershed Management Plan set out to significantly reduce Lake Decatur sedimentation and improve the lake's water quality through watershed conservation. It continues to be very successful at accomplishing its goals. The waterway is to be constructed on private land and is expected to result in significant pollution reductions over the 15-year life of the project:

Nitrogen 3,474.6 lbs.
Phosphorus 225.9 lbs.
Sediment 169.8 Tons

This project is off Salem School Road and outlets directly into Big/ Long Creek Tributary. The details of the project are attached to Exhibit A of the Resolution. The main feature to be installed is a well-supported conservation practice called a waterway and a grade control structure for the outlet.

For this project, the sediment reduction is especially significant since these waterways drain directly to Lake Decatur.

Projects have been funded on a first-come, first-served basis, subject to a staff assessment of watershed protection return on investment.

SCHEDULE:

Work on this project is expected to start in June 2026 and will be completed by July 2026 depending on the summer wheat harvest.

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

PRIOR COUNCIL ACTION:

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

January 11, 2024 – Council reaffirmed Priority Goal #6, Collaborate with others in ensuring integrated and wholistic management of city-owned open spaces, transportation corridors, and especially Lake Decatur. Key Implementation Strategy #2 for this goal was also reaffirmed: Implement recommendations of a Lake Management Plan so that the quantity of sediment, silt and nitrates entering Lake Decatur is significantly reduced, and adopt other strategies designed to assure good water quality and watershed protection.

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

INPUT FROM OTHER SOURCES:

The project was designed by City staff.

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

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

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

The popularity of the program at the 90% cost sharing rate has prompted staff to reduce the cost sharing rate in future years. These revised cost sharing rates are currently under development.

The agreement financials are:

Owner Cost \$ 3,810.00

Maximum City Cost (reimbursed to owner after construction) \$34,290.00

Total Not to Exceed Project Cost \$38,100.00

These water utility expenditures have significant return on investment. Each project contributes to the larger goal of protecting Lake Decatur from siltation and deferring future dredging expenses and impacts. Also, these city-funded projects serve to attract significant grant funding from the state and federal governments.

Furthermore, the program continues to build credibility and momentum within the local agricultural community for adoption of conservation efforts.

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

ATTACHMENTS:

1. 2026-59 Resolution Fulk Family Farm, LLC Watershed Protection Agreement
2. 2026-59 Location Map. Fulk Family Farm, LLC

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING LAKE DECATUR WATERSHED FARMLAND
CONSERVATION PROGRAM AGREEMENT FOR WATERWAY AND GRADE
CONTROL STRUCTURE IMPROVEMENTS WITH FULK FAMILY FARM, LLC**

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

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

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Fulk Family Farm, LLC, for a cost not to exceed \$34,290.00.

PRESENTED and ADOPTED this 1st day of June 2026.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

LAKE DECATUR WATERSHED FARMLAND CONSERVATION PROGRAM

PROTECTION PROGRAM AGREEMENT

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

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

Tract III: The South One-Half of the Southeast Quarter of the Northeast Quarter of Section 33, Township 16 North, Range 3 East of the Third Principal Meridian in Macon County, Illinois. Except the Ten (10) acres of the South Half (S. 1/2) of the Southeast Quarter (SE. 1/4) of the Northeast Quarter (NE. 1/4) of Section Thirty-three (33), Township Sixteen (16) North, Range Three (3) East of the Third (3rd) Principal Meridian, Macon County, Illinois.

PIN: 09-13-33-200-033 (Part of)

Tract IV: The North 19.93 acres of the Northeast Quarter of the Southeast Quarter of Section 33, Township 16 North, Range 3 East of the Third Principal Meridian in Macon County, Illinois.

PIN: 09-13-33-400-002

and hereinafter referred to as "Property."

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

3. Owner shall plan, install, and maintain the erosion control capabilities for all Project, and implement all other necessary work for Project set forth in Exhibit 1 in accordance with the technical specifications and in compliance with the United States Department of Agriculture

Natural Resources Conservation Service maintenance requirements for a minimum of ten (10) years and a minimum of twenty-five (25) years for any and all retention structures following the date of final completion of Project as determined by the City.

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

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

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

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

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

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

10. In the event Owner fails to complete Project, or removes, alters or modifies Project without prior written agreement and approval of the City, City shall have no obligation to reimburse Owner or make any payments to Owner under the terms of this Agreement. If the City

has provided any reimbursement or monies to Owner for Project and Owner fails to complete Project, or removes, alters or modifies Project without written agreement and approval of the City, Owner shall reimburse and pay to City a portion of monies received as set forth in Exhibit 4 under the terms of this Agreement within thirty (30) days following demand by the City for payment.

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

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

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

EXHIBIT A

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

OWNER:

Fulk Family Farm, LLC.
5519 N Oakland Ave.
Forsyth, IL 62535

CITY:

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

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

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

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

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

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

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

21. The warranties and agreements contained herein shall extend to and be obligated upon the parties' respective agents, representatives, officers, transferees, heirs, executors, administrators, successors, and assigns of the parties hereto. Owner must notify all purchasers,

assigns, agents, representatives, and transferees and all prospective purchasers, assigns, agents, representatives and transferees of the Property of the obligations and responsibilities set forth in this Agreement and must require each to assume the obligations and responsibilities set forth in this Agreement by way of a written agreement prior to legal or equitable title to any portion of the Property being transferred. Owner must furnish a copy of the executed Agreement to City prior to any legal or equitable transfer of title of Property. If the City has provided any reimbursement or monies to Owner for Project and Owner has failed to fulfill its obligations under this Section of the Agreement, Owner shall reimburse and pay to City all monies received under the terms of this Agreement within thirty (30) days following demand by the City for payment.

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

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

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

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

EXHIBIT A

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

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

CITY OF DECATUR, ILLINOIS

FULK FAMILY FARM, LLC.

JUDITH J. FORD, MANAGER

By: _____

By: Fulk Family Farm, LLC
Judith J. Ford, Manager

Date: _____

Date: 5/22/26

LAKE DECATUR WATERSHED FARMLAND CONSERVATION PROGRAM

PROJECT DESCRIPTION AND SPECIFICATIONS

GENERAL NOTES

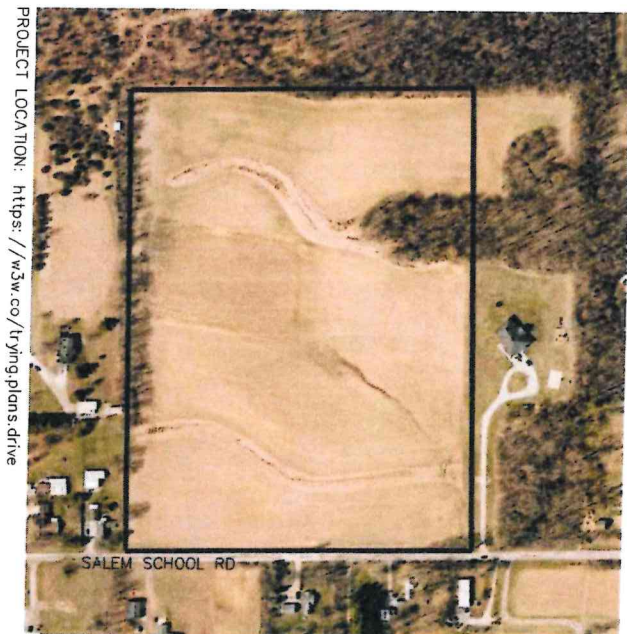
1. EXISTING CONDITIONS - THE EXISTING CONDITIONS SHOWN IN THE PLANS ARE BASED UPON EXISTING CONDITIONS AND ELECTRIC FILES OF RECORD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS BY INSPECTION OF THE SITE, PRIOR TO THE SUBMISSION OF BIDS. TO VERIFY THE EXISTING CONDITIONS, THE CONTRACTOR SHALL CONTACT THE OWNERSHIP OF THE SITE, PRIOR TO THE SUBMISSION OF BIDS. TO VERIFY THE EXISTING CONDITIONS, THE CONTRACTOR SHALL CONTACT THE OWNERSHIP OF THE SITE, PRIOR TO THE SUBMISSION OF BIDS.
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CITY OF DECATUR

FULK / MUIRHEID PROJECT NO. LD25-21

SECTION 33 RANGE 3E TOWNSHIP 16



PROJECT LOCATION: <https://w3w.co/tryingplans.drive>



LIST OF DRAWINGS	
SHEET NO	SHEET TITLE
1	COVER
2	FIELD PLAN
3-4	WATERWAY PLANS
5	TILE OUTLET PLAN
6-8	WATERWAY PROFILES
9-11	WATERWAY SECTIONS
12	WATERWAY DETAIL
13	ROCK CHUTE DETAIL
14	NRCS SPECS & MAINTENANCE

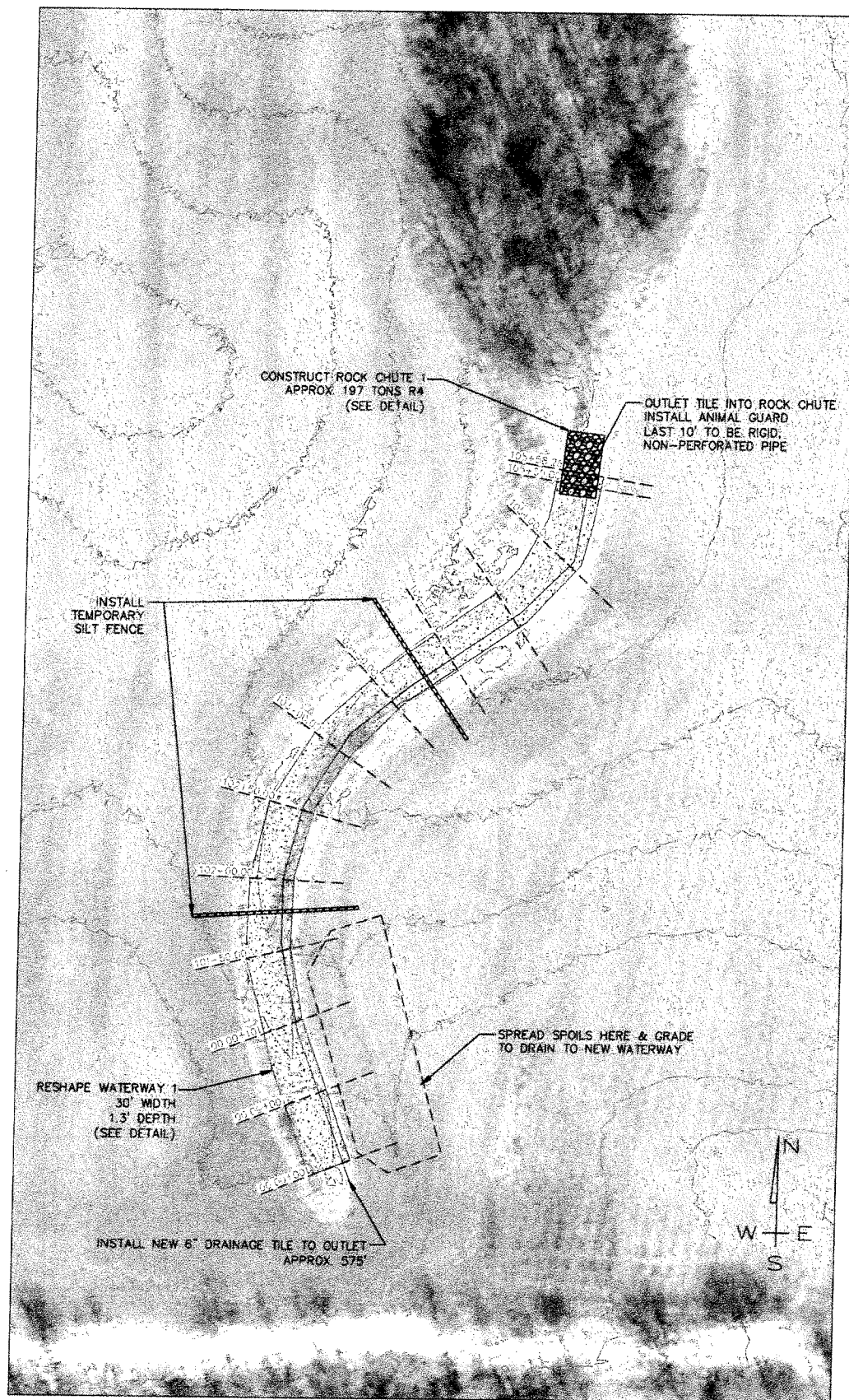
COVER SHEET

FULK / MUIRHEID PROJECT NO. LD25-21

CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
LAKE DECATUR WATERSHED
FARMLAND CONSERVATION PROGRAM
(217)424-2634 WATERSHED@DECATURIL.GOV

DATE: APR 2026
SCALE: 1"=30'
CHECKED BY: JEB
DRAWN BY: JEB
14 SHEETS

NO.	DATE	REVISION	BY



EXHIBIT

3

DATE: APR 2026
SCALE: 1:30
DRAWN BY: JOB
CHECKED BY: STR
PROLMGR: XXX
14 SHEETS

WATERWAY WEST PLAN
FULK / MUIRHEID
PROJECT NO. LD25-21



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

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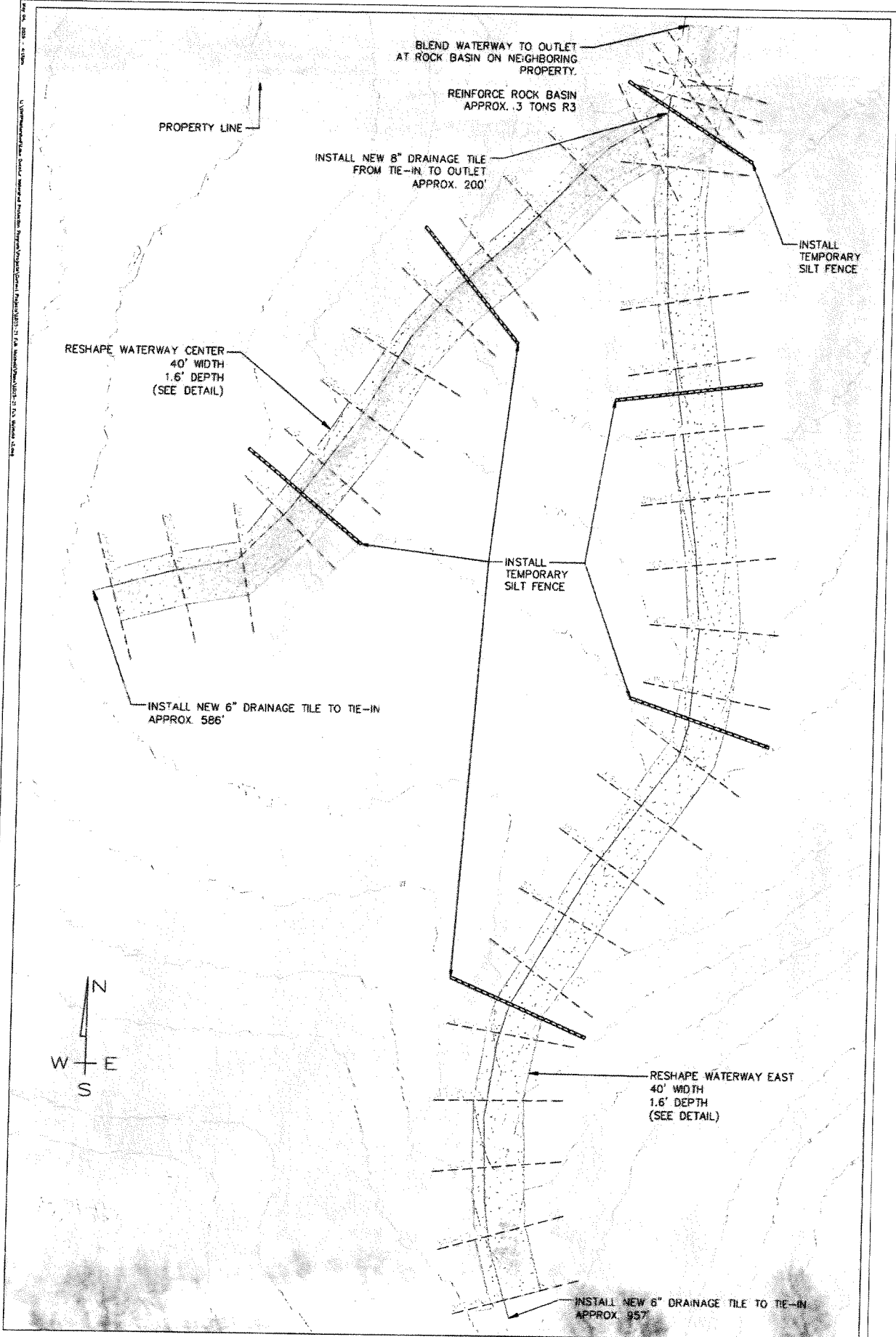
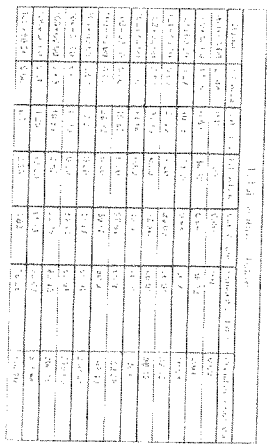


EXHIBIT 1 4	WATERWAY CENTER & EAST FULK / MUIRHEID PROJECT NO. LD25-21		CITY OF DECATUR PUBLIC WORKS DEPARTMENT 1 GARY K. ANDERSON PLAZA DECATUR, ILLINOIS 62523 LAKE DECATUR WATERSHED FARMLAND CONSERVATION PROGRAM (217)424-2834 WATERSHED@DECATURIL.GOV	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 10%;">REVISION</th> <th style="width: 10%;">BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	REVISION	BY																				
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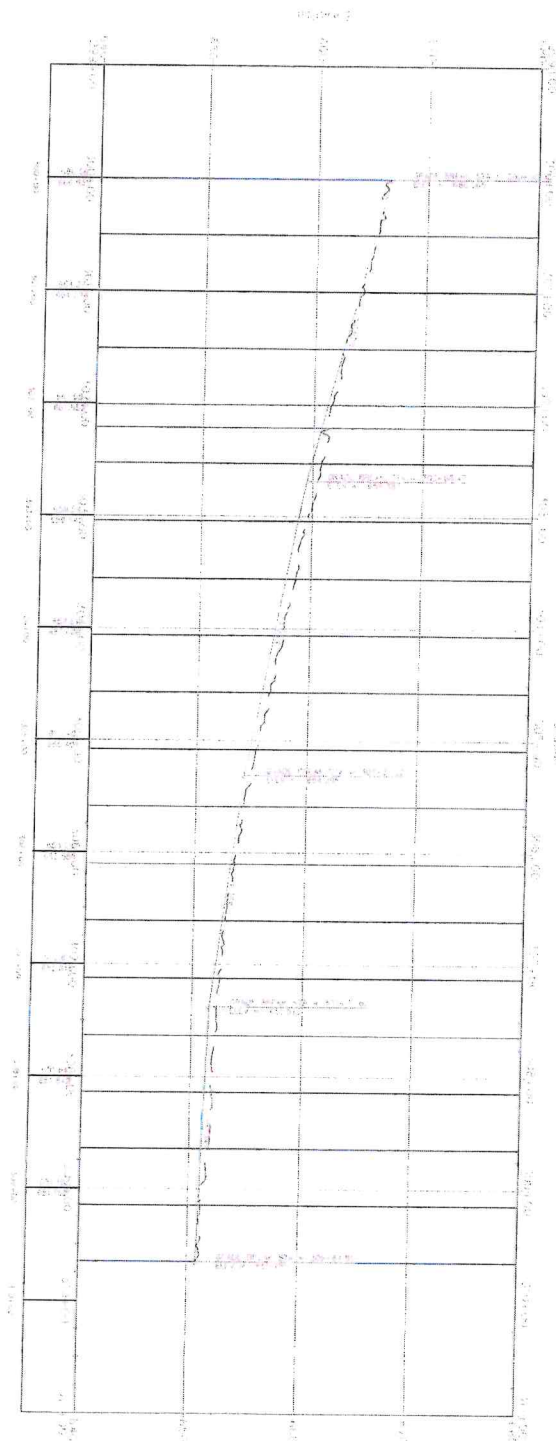
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PROJ.MGR: XXX



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

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Station	1+00	1+10	1+20	1+30	1+40	1+50	1+60	1+70	1+80	1+90	2+00
Existing Elevation	115.00	114.50	114.00	113.50	113.00	112.50	112.00	111.50	111.00	110.50	110.00
Proposed Elevation	115.00	114.50	114.00	113.50	113.00	112.50	112.00	111.50	111.00	110.50	110.00
Depth	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Station	1+00	1+10	1+20	1+30	1+40	1+50	1+60	1+70	1+80	1+90	2+00
Existing Elevation	115.00	114.50	114.00	113.50	113.00	112.50	112.00	111.50	111.00	110.50	110.00
Proposed Elevation	115.00	114.50	114.00	113.50	113.00	112.50	112.00	111.50	111.00	110.50	110.00
Depth	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

EXHIBIT 1

8

DATE: APR 2025
SCALE: 1"=30'
DRAWN BY: JMB
CHECKED BY: BJS
PROJECT: LD25-21
SHEETS: 14

WATERWAY EAST PROFILE
FULK / MUIRHEID
PROJECT NO. LD25-21



CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62525
LAKE DECATUR WATERSHED
FARMLAND CONSERVATION PROGRAM
(217)424-2834 WATERSHED@DECATURIL.GOV

NO.	DATE	REVISION	BY

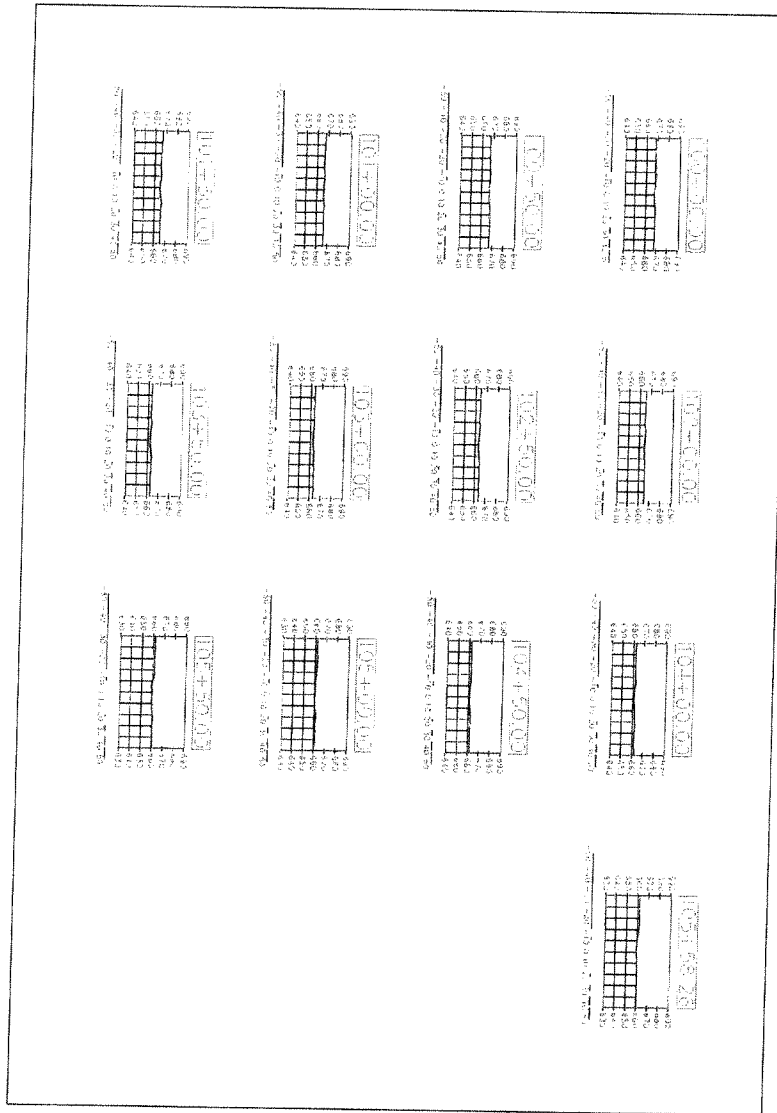


EXHIBIT 1

9

DATE: APR 2008
 SCALE: 1"=20'
 DRAWN BY: JG
 CHECKED BY: SM
 PROJECT: XXX
 14 SHEETS

WATERWAY WEST SECTIONS
 FULK / MUIRHEID
 PROJECT NO. LD25-21



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

NO.	DATE	REVISION	BY

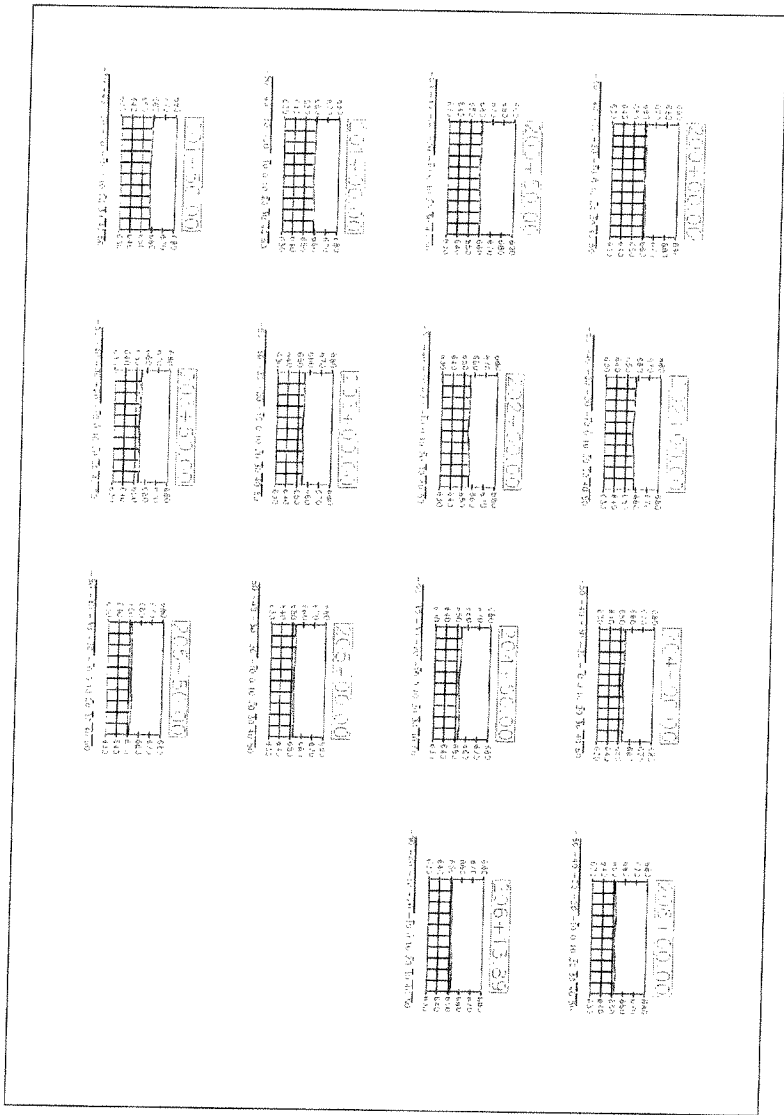


EXHIBIT 1

10

14 SHEETS

DATE: APR 2022
SCALE: 1"=20'
DRAWN BY: JMB
CHECKED BY: STM
PROJ. NO.: XXX

WATERWAY CENTER SECTIONS
FULK / MUIRHEID
PROJECT NO. LD25-21



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

NO.	DATE	REVISION	BY

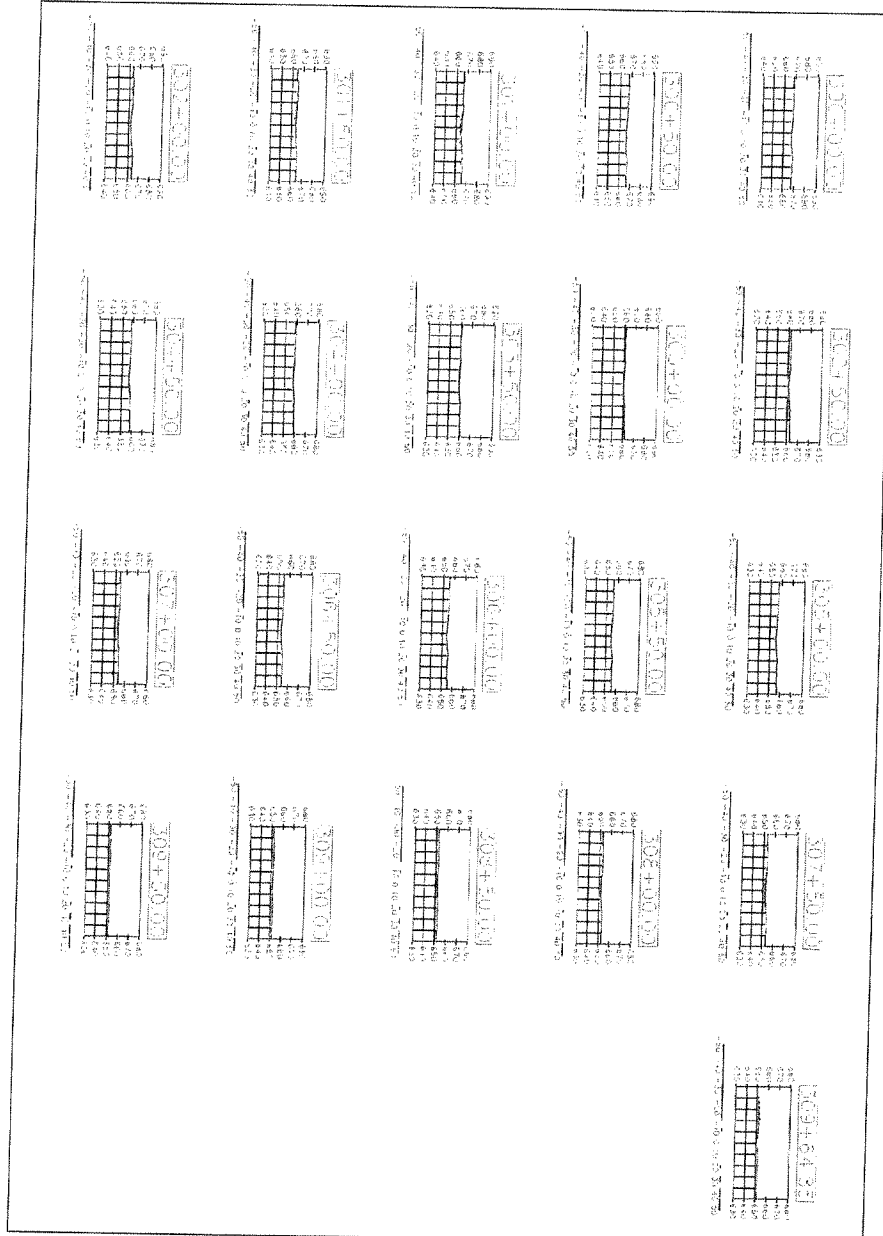


EXHIBIT 1

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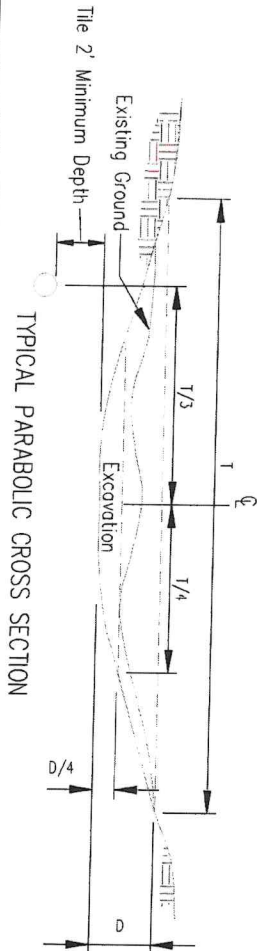
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 SCALE: 1:50
 DRAWN BY: JMB
 CHECKED BY: JMB
 PROJECT: XXX
 14 SHEETS

WATERWAY EAST SECTIONS FULK / MUIRHEID PROJECT NO. LD25-21



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

NO.	DATE	REVISION	BY



Waterway Number	WEST	CENTER	EAST						
From Station	100+00	200+00	300+00						
To Station	105+60	206+13	309+64						
Grade (%)	See Profile	See Profile	See Profile						
Top Width T (ft)	30.0	40.0	40.0						
Depth D (ft)	1.3	1.6	1.6						
1/4 Top Width (ft)	8.0	10.0	10.0						
1/4 Depth (ft)	0.3	0.4	0.4						
Length (ft)	560.0	613.0	964.0						
Tile Diameter (in)	6.0	6.0	6.0						
Avg. Seed Width (ft)	30.0	40.0	40.0						
Seeding Area (Sq Ft)	16800.0	24520.0	38560.0						

Design: STR

Date: FEB 2026

Drawn: M. Quinones

Date: SEPT 2014

United States
Department of
Agriculture

Natural Resources
Conservation Service

PARABOLIC
WATERWAY PLAN

File No.
IL-ENG-27P

SEEDING FOR 1.4 ACRES

Material	Kind	Lbs/Acre	Total Lbs PLS ¹
Seed	Kentucky Bluegrass	20	28
	Perennial Ryegrass	10	14
Companion Crop	Spring ² Oats	32	45
	Fall ³ Wheat	20	28
Nitrogen (N)	Actual	120	168
Phosphorus (P ₂ O ₅)	Actual	120	168
Potassium (K ₂ O)	Actual	120	168
Lime	As Needed		
Temporary seeding	Wheat	150	210
Mulch	Straw or Hay	2 T/Ac	2.8 TONS
Anchor			

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

- * Late summer seeding date may be extended five (5) days if mulch is applied.
 1. Bulk seed rate = pure live seed (PLS) rate divided by % PLS
 2. Planted prior to August 15
 3. Late Summer or fall

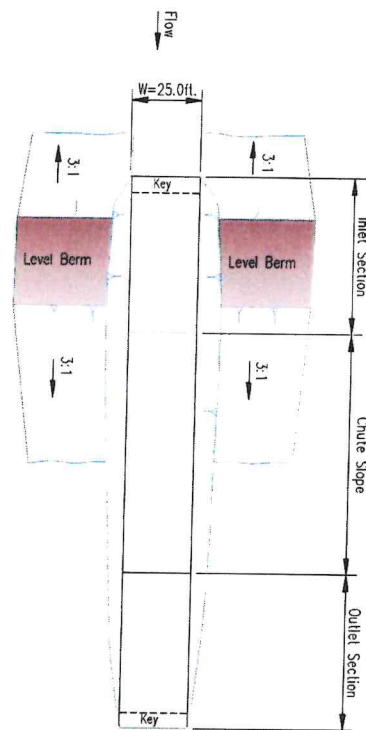
WATERWAY DETAIL
 FULK / MUIRHEID
 PROJECT NO. LD25-21



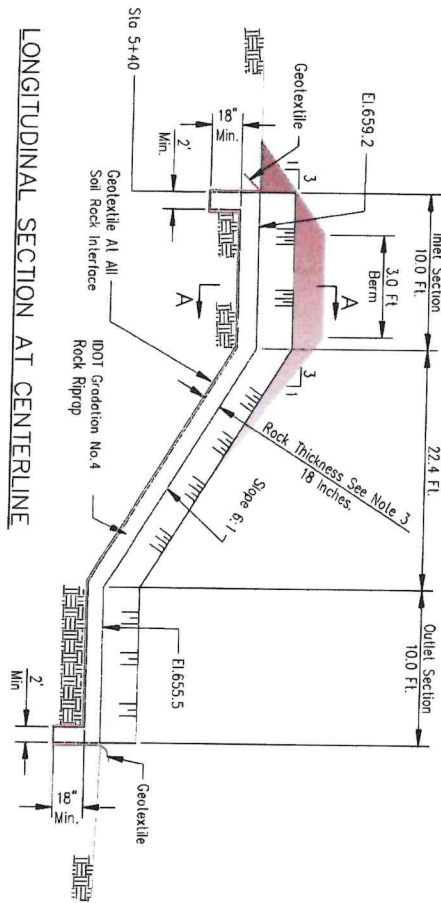
CITY OF DECATUR
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 LAKE DECATUR WATERSHED
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 (217)424-2834 WATERSHED@DECATURIL.GOV

NO.	DATE	REVISION	BY

DATE: APR 2026
 SCALE: 1"=30'
 DRAWN BY: JDB
 CHECKED BY: STR
 PRODUCTION: XXX
 14 SHEETS
12
 EXHIBIT 1



PLAN VIEW

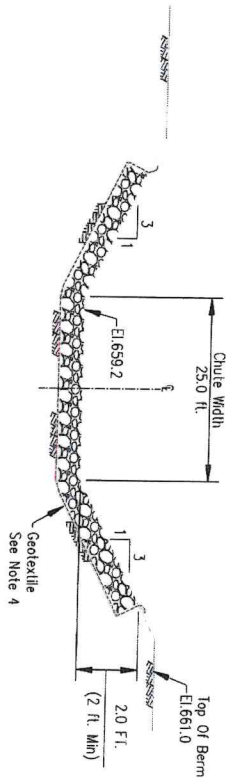


LONGITUDINAL SECTION AT CENTERLINE

CONSTRUCTION NOTES:

1. This standard drawing does not apply to rock outlets with two feet or less of overfall.
2. Rock size shall be IDOT Quality Designation A Gradation No. 4.
3. Minimum rock depth is 1.5 times the D₅₀ riprap size or 18 inches which ever is greater.
4. Geotextile fabric shall extend around the upstream and downstream cutoff trenches. Any splices shall overlap a minimum 24 inches, with upstream upslope geotextile overlapping the chuting down slope geotextile.
5. The rock shall be compacted with the placement equipment to increase in-place density. The complete job shall be present a workmanlike finish.

APPROXIMATE RIP RAP QUANTITY: 197 TONS



ROCK CHUTE DETAIL

FULK / MUIRHEID
PROJECT NO. LD25-21

Design: STR	United States	Rock Riprap Chute	Rev. No.
Date: FEB 2025	Department of		IL-ENG-184
Drawn: W. Quinones	Natural Resources		
Date: JAN 2014	Conservation Service		

EXHIBIT 1

13

DATE: APR 2026	SCALE: 1:30
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PROJ. NO. XXX	



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

NO.	DATE	REVISION	BY

EXHIBIT 1	14	14 SHEETS	DATE: APR 2006 SCALE: 1"=30' DRAWN BY: JAB CHECKED BY: STR PROJECT NO.: XXX	NRCS SPECS & MAINTENANCE	FULK / MUIRHEID	PROJECT NO. LD25-21	 CITY OF DECATUR PUBLIC WORKS DEPARTMENT 1 GARY K. ANDERSON PLAZA DECATUR, ILLINOIS 62523 LAKE DECATUR WATERSHED FARMLAND CONSERVATION PROGRAM (217)424-2834 WATERSHED@DECATURIL.GOV	NO.		DATE	REVISION	BY

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

Owner Name: Fulk Family Farm, LLC. Project Number: LD25-21
 Owner Address: Judith J. Ford, Manager
5519 N Oakland Ave.
Forsyth, IL 62535

Name and Address of Contractor	Bid Price
Hutchens Bulldozing, Inc. 2049 East 1350 North Road Assumption, IL 62510 217-226-4334	\$ \$31,750.00

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

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

$$\begin{array}{rcl} \frac{\$ 31,750.00}{\text{Bid Price}} & + & \frac{\$ 6,350.00}{20\% \text{ Contingency}} = \frac{\$ 38,100.00}{\text{Total Not to Exceed}} \end{array}$$

$$\text{Owner Reimbursement: } \frac{\$ 38,100.00}{\text{Total Project Cost}} \times 90\% = \frac{\$ 34,290.00}{\text{Maximum City Reimbursement}}$$

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

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

Legal Description:

Tract III: The South One-Half of the Southeast Quarter of the Northeast Quarter of Section 33, Township 16 North, Range 3 East of the Third Principal Meridian in Macon County, Illinois. Except the Ten (10) acres of the South Half (S. 1/2) of the Southeast Quarter (SE. 1/4) of the Northeast Quarter (NE. 1/4) of Section Thirty-three (33), Township Sixteen (16) North, Range Three (3) East of the Third (3rd) Principal Meridian, Macon County, Illinois. PIN: 09-13-33-200-033 (Part of)

Tract IV: The North 19.93 acres of the Northeast Quarter of the Southeast Quarter of Section 33, Township 16 North, Range 3 East of the Third Principal Meridian in Macon County, Illinois. PIN: 09-13-33-400-002

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

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

Dated this _____ day of _____, 20____.

OWNER: Fulk Family Farm, LLC. / Judith J. Ford, Manager

BY: _____
Authorized Signator

CITY OF DECATUR, ILLINOIS

BY: _____
City Manager

PREPARED BY AND RETURN TO:

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

LAKE DECATUR WATERSHED FARMLAND CONSERVATION PROGRAM

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

Owner Name: <u>Fulk Family Farm, LLC.</u>	Application Number: <u>LD25-21</u>
\$ 38,100.00	\$ 34,290.00
Total Project Cost	Maximum City Reimbursement to Owner

Year	Amount of Reimbursement Due
2026	\$34,290.00
2027	\$30,861.00
2028	\$27,432.00
2029	\$24,003.00
2030	\$20,574.00
2031	\$17,145.00
2032	\$13,716.00
2033	\$10,287.00
2034	\$6,858.00
2035	\$3,429.00
2036	\$0.00



Council Memo
Public Works Department
No. 2026-55

DATE: 6/1/2026

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 Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co., Inc. for 2026 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2026-09

SUMMARY RECOMMENDATION: It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2026 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2026-09, to Entler Excavating Co., Inc., (Entler) as the lowest responsive and responsible bidder in the amount of \$661,820.00 and that the Mayor be authorized to execute the contract, and the City Clerk to attest.

Attachments to the Resolution include all contract documents except for standard “boilerplate” language and project specific drawings and specifications, general conditions, and standard provisions, common to all City Contracts. Anyone wishing to review the full set of contract documents may obtain copies from the City Clerk.

BACKGROUND:

Sanitary Sewer Priorities

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

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

The 2026 Miscellaneous Sanitary & Storm Sewer Improvement Project primarily addresses priority numbers 3 and 4, system operation and maintenance and small diameter sewer rehabilitation. The project is an annual project prepared by the Public Works Department to assist with both emergency repairs and normal improvements to the City’s sanitary sewer system.

Storm Sewer Priorities

The 2009 Stormwater Master Plan addresses three main topics:

1. Stormwater Problem Area Prioritization
2. Regulation, Standards, and Policies
3. Stormwater Expenditures and Funding Mechanisms

In April 2014, the City Council approved the creation of a Stormwater Utility to provide a dedicated funding

source to improve known drainage problems and to improve maintenance on existing stormwater facilities. In addition to providing for rapid response work for storm sewer problems, the 2026 Miscellaneous Sanitary & Storm Sewer Improvement Project will address some of items 1 and 2 above.

Project Description

The 2026 Miscellaneous Sanitary & Storm Sewer Improvement Project works to resolve sanitary and storm sewer concerns as they are identified through televised inspections, routine maintenance, and public observation. This project enables the City to respond in a rapid manner as problems within the sanitary and storm sewer system arise and must be addressed quickly. Having unit bid prices in place for sewer repairs enables the City to move rapidly to address collapsed pipe or sink holes as they are located in the sewer system, and before they turn into major public problems. This also reduces the number of emergency time and material repair contracts that must be brought before the City Council.

The 2026 Miscellaneous Sanitary & Storm Sewer Improvement project will repair both storm and sanitary sewers under one contract. All the repair costs at each location will be separated between storm and sanitary improvements and will be paid for under the Sewer Fund (sanitary sewer work) or Stormwater Fund (storm sewer work). Approximately 70% of the project is expected to be sanitary sewer related and 30% of the project storm sewer related.

Public Letting Results

The project specifications were prepared by the Public Works Department. The project was advertised on Wednesday April 22, 2026, and bids were opened on May 13, 2026. The results for the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over/(Under)</u>
Entler Excavating Co., Inc.	\$661,820.00	-5.49%
Engineer's Estimate	\$700,230.00	-----

Five contractors took out bid packages and one contractor submitted a bid proposal for the 2026 Miscellaneous Sanitary & Storm Sewer Improvement Project. Entler Excavating Company, Inc. provided the lowest responsive and responsible bid at 5.49% below the Engineer's Estimate. The 2026 work establishes unit prices for typical work items needed to complete storm and sanitary system repairs.

Entler has successfully completed storm and sanitary sewer projects for the City. Staff recommends that the City Council approve a contract with Entler Excavating Company, Inc. to perform the 2026 Miscellaneous Sanitary & Storm Sewer Improvement Project.

MINORITY PARTICIPATION GOALS:

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. Entler will self-perform an estimated 88.8% of the contract and subcontract 11.2% of the work for trucking, concrete patching, landscaping and asphalt with 3.4% being performed by a Minority Business Enterprise. Entler provided documentation that a good faith effort was made to comply with the City's goals.

LEGAL REVIEW: The plans and specifications for the 2026 Miscellaneous Sanitary and Storm Sewer Improvement Project were reviewed by Legal on April 16, 2026

PRIOR COUNCIL ACTION:

The Miscellaneous Sanitary & Storm Sewer Improvement Project is an annual project for the City and has been approved by the City Council for many years.

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

INPUT FROM OTHER SOURCES:

None

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

BUDGET/TIME IMPLICATIONS: Budget Impact: Funding for this project is currently allocated from the Sanitary Sewer Fund at \$461,820 for sanitary sewer work, and the Stormwater Fund at \$200,000 for storm sewer and drainage work. The Sewer Fund is supported by sanitary sewer user fees and the Stormwater Fund is supported by stormwater utility fees. The total project cost is \$661,820.00.

Staff Impact: The Capital Improvement Plan has allocated staff time for this project.

ATTACHMENTS:

1. 2026-55 Resolution Accept Bid-Award Contract CP2026-09 w exhibit A
2. 2026-55 Council Bid Tab 05.14.2026
3. 2026-55 Minority Business Enterprise Utilization

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH ENTLER EXCAVATING CO., INC. FOR 2026
MISCELLANEOUS SANITARY AND STORM SEWER IMPROVEMENT
PROJECT, CITY PROJECT 2026-09**

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

Section 1. That the tabulation of bids received for City Project 2026-09, 2026 Miscellaneous Sanitary and Storm Sewer Improvement project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Entler Excavating Co., Inc. in the amount of \$661,820.00 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 Entler Excavating Co., Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$661,820.00.

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 1st day of June, 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

CONTRACT

THIS CONTRACT, made and entered into this 1st day of June, 2026 by and between the City of Decatur, Illinois, hereinafter called “Owner”, and Entler Excavating, 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 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT 2026-09**”, 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.**
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 5/4/2026

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

CITY CLERK

By _____
MAYOR

ENTLER EXCAVATING CO., INC.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



CONTRACT PERFORMANCE BOND

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

Project: 2026 Miscellaneous Sanitary & Storm Sewer Improvement Project
Project Number: 2026-09

We, ENTLER EXCAVATING 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
Six Hundred Sixty-One Thousand, Eight Hundred Twenty and 00/100-----

_____ Dollars (\$661,820.00), 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

ENTLER EXCAVATING

(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

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

(Name of Surety)

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 1st day of June, A.D. 2026

Attest:

City Council

Kim Althoff, City Clerk

City of Decatur, Illinois

Julie Moore Wolfe, Mayor

RETURN WITH BID

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

**for
2026 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT
CITY PROJECT 2026-09**

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

BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
20800150	TRENCH BACKFILL	CU YD	550	<u>75</u>	<u>41,250.00</u>
21400100	GRADING & SHAPING DITCHES	FOOT	50	<u>8</u>	<u>400.00</u>
25000100	SEEDING, CLASS 1	SQ YD	1,000	<u>4</u>	<u>4,000.00</u>
25100105	MULCH, METHOD 1	SQ YD	1,000	<u>4</u>	<u>4,000.00</u>
25100630	EROSION CONTROL BLANKET	SQ YD	50	<u>8</u>	<u>400.00</u>
25200100	SODDING	SQ YD	25	<u>35</u>	<u>875.00</u>
28000510	INLET PROTECTION	EACH	5	<u>50</u>	<u>250.00</u>
28000900	FENCE (EROSION CONTROL)	FOOT	50	<u>9</u>	<u>450.00</u>
40800010	BITUMINOUS MATERIALS (PRIME COAT)	GAL	50	<u>21</u>	<u>1050.00</u>
40800040	INCIDENTAL BITUMINOUS SURFACING	TON	20	<u>680</u>	<u>13,600.00</u>
42000300	PORTLAND CEMENT CONCRETE PAVEMENT, 8 INCH	SQ YD	50	<u>119</u>	<u>5950.00</u>
42000301	ADDITIONAL DEPTH OF PAVEMENT PER 1 INCH GREATER THAN 8 INCH	SQ YD	200	<u>21</u>	<u>4,200.00</u>
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	50	<u>119</u>	<u>5,950.00</u>
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	120	<u>35</u>	<u>4,200.00</u>
44000100	PAVEMENT REMOVAL	SQ YD	300	<u>35</u>	<u>10,500.00</u>
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	50	<u>35</u>	<u>1,750.00</u>
44000600	SIDEWALK REMOVAL	SQ FT	150	<u>9</u>	<u>1,350.00</u>

RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT		UNIT PRICE	EXTENSION
44001700	COMBINATION CONCRETE CURB AND GUTTER REM. AND REPLACEMENT	FOOT	60	<u>135</u>	<u>8,100.00</u>
44213200	SAW CUTS	FOOT	850	<u>7</u>	<u>5,950.00</u>
550A0340	STORM SEWERS, CLASS A, TYPE 2, 12 INCH	FOOT	20	<u>200</u>	<u>4,120.00</u>
550A0360	STORM SEWERS, CLASS A, TYPE 2, 15 INCH	FOOT	20	<u>233</u>	<u>4,660.00</u>
550A0380	STORM SEWERS, CLASS A, TYPE 2, 18 INCH	FOOT	20	<u>267</u>	<u>5,340.00</u>
550A0410	STORM SEWERS, CLASS A, TYPE 2, 24 INCH	FOOT	20	<u>281</u>	<u>5,620.00</u>
550A0450	STORM SEWERS, CLASS A, TYPE 2, 36 INCH	FOOT	20	<u>370</u>	<u>7,400.00</u>
59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	65	<u>155</u>	<u>10,075.00</u>
60228110	MANHOLES, SANITARY, 4 FT- DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	6	<u>6800</u>	<u>40,800.00</u>
60228120	MANHOLES, SANITARY, 5 FT- DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	<u>8300</u>	<u>16,600.00</u>
60228111	ADDITIONAL DEPTH OF MANHOLE 4 FT-DIAMETER	FOOT	10	<u>760</u>	<u>7,600.00</u>
60228112	ADDITIONAL DEPTH OF MANHOLE 5 FT-DIAMETER	FOOT	3	<u>915</u>	<u>2,745.00</u>
60234200	INLETS, TYPE A, TYPE 1 FRAME AND GRATE	EACH	2	<u>3700</u>	<u>7,400.00</u>
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	2	<u>4100</u>	<u>8,200.00</u>
60238700	INLETS, TYPE B, TYPE 1, FRAME AND GRATE	EACH	2	<u>4250</u>	<u>8,500.00</u>
60240220	INLETS, TYPE B, TYPE 3, FRAME AND GRATE	EACH	2	<u>4600</u>	<u>9,200.00</u>
60255800	MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	5	<u>4000</u>	<u>20,000.00</u>
60255801	MANHOLE TO BE ADJUSTED W/ NEW TYPE 1 FRAME, CLOSED LID, IN PAVEMENT	EACH	5	<u>5000</u>	<u>25,000.00</u>
67100100	MOBILIZATION	EACH	25	<u>1300</u>	<u>32,500.00</u>
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	EACH	15	<u>1400</u>	<u>21,000.00</u>

RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY		
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	EACH	10	<u>2000</u>	<u>20,000.00</u>
Z0001000	SUSPENSION OF WORK	HOUR	15	<u>900</u>	<u>13,500.00</u>
Z0018900	DOWEL BARS	EACH	75	<u>33</u>	<u>2475.00</u>
Z0059500	SEWER, TYPE 2 & 3, 6 INCH	FOOT	75	<u>187</u>	<u>14,025.00</u>
Z0059600	SEWER, TYPE 2 & 3, 8 INCH	FOOT	75	<u>250</u>	<u>19,200.00</u>
Z0059700	SEWER, TYPE 2 & 3, 10 INCH	FOOT	75	<u>270</u>	<u>20,250.00</u>
Z0059800	SEWER, TYPE 2 & 3, 12 INCH	FOOT	50	<u>287</u>	<u>14,350.00</u>
Z0059900	SEWER, TYPE 2 & 3, 15 INCH	FOOT	20	<u>310</u>	<u>6320.00</u>
Z0059925	SEWER, TYPE 2 & 3, 18 INCH	FOOT	20	<u>335</u>	<u>6700.00</u>
Z0059950	SEWER, TYPE 2 & 3, 24 INCH	FOOT	20	<u>372</u>	<u>7440.00</u>
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	LSUM	1	<u>\$20,000.00</u>	<u>\$20,000.00</u>
Z0064600	SELECTIVE CLEARING	ACRE	3.0	<u>5050</u>	<u>15,150.00</u>
XX000541	EXPLORATORY EXCAVATION	EACH	15	<u>1500</u>	<u>22,500.00</u>
XX000551	STABILIZED CONSTRUCTION ENTRANCE (6-INCH)	SQ YD	10	<u>100</u>	<u>1,000.00</u>
XX003424	CONNECT TO EXISTING STRUCTURE	EACH	15	<u>1400</u>	<u>21,000.00</u>
XX005486	CONNECT TO EXISTING PIPE (6-12 INCH)	EACH	5	<u>760</u>	<u>3800.00</u>
XX005487	CONNECT TO EXISTING PIPE (15-24 INCH)	EACH	15	<u>1525</u>	<u>22,875.00</u>
XX005488	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (6-10 INCH)	EACH	35	<u>1100</u>	<u>38,500.00</u>
XX005489	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (12-15 INCH)	EACH	10	<u>2000</u>	<u>20,000.00</u>

RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
XX005490	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (18-24 INCH)	EACH	2	<u>2100</u>	<u>4200.00</u>
XX004209	SANITARY SERVICE CONNECTION	EACH	10	<u>1525</u>	<u>15,250.00</u>
XX005719	FILLING EXISTING SANITARY SEWER <15 INCH	FOOT	20	<u>25</u>	<u>500.00</u>

PROJECT NUMBER: 2026-09 PROJECT NAME: 2026 Miscellaneous Sanitary & Storm Sewer Improvement Project BID DATE: 5/13/2026 TIME: 10:00am FUND: Sanitary Sewer & Storm Water ORGANIZATION CODE: 78487806/79487906 OBJECT CODE: 489040/489030				Engineer's Estimate City Engineering Division		Entler Excavating Co., Inc. 819 North Sunnyside Rd. Decatur, IL 62522 Contact Person Stuart Entler 217-428-1865 karenentlerex@gmail.com	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
20800150	TRENC+A16+B16:B74+B16:B74	550	CU YD	\$72.00	\$39,600.00	\$75.00	\$41,250.00
21400100	GRADING & SHAPING DITCHES	50	FOOT	\$8.00	\$400.00	\$8.00	\$400.00
25000100	SEEDING, CLASS 1	1,000	SQ YD	\$5.00	\$5,000.00	\$4.00	\$4,000.00
25100105	MULCH, METHOD 1	1,000	SQ YD	\$5.00	\$5,000.00	\$4.00	\$4,000.00
25100630	EROSION CONTROL BLANKET	50	SQ YD	\$9.00	\$450.00	\$8.00	\$400.00
25200100	SODDING	25	SQ YD	\$38.00	\$950.00	\$35.00	\$875.00
28000510	INLET PROTECTION	5	EACH	\$45.00	\$225.00	\$50.00	\$250.00
28000900	FENCE (EROSION CONTROL)	50	FOOT	\$10.00	\$500.00	\$9.00	\$450.00
40800010	BITUMINOUS MATERIALS (PRIME COAT)	50	GAL	\$22.50	\$1,125.00	\$21.00	\$1,050.00
40800040	INCIDENTAL BITUMINOUS SURFACING	20	TON	\$650.00	\$13,000.00	\$680.00	\$13,600.00
42000300	PORTLAND CEMENT CONCRETE PAVEMENT, 8 INCH	50	SQ YD	\$135.00	\$6,750.00	\$119.00	\$5,950.00
42000301	ADDITIONAL DEPTH OF PAVEMENT PER 1 INCH GREATER THAN 8 INCH	200	SQ YD	\$25.00	\$5,000.00	\$21.00	\$4,200.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	50	SQ YD	\$145.00	\$7,250.00	\$119.00	\$5,950.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	120	SQ FT	\$42.00	\$5,040.00	\$35.00	\$4,200.00
44000100	PAVEMENT REMOVAL	300	SQ YD	\$33.00	\$9,900.00	\$35.00	\$10,500.00
44000200	DRIVEWAY PAVEMENT REMOVAL	50	SQ YD	\$33.00	\$1,650.00	\$35.00	\$1,750.00
44000600	SIDEWALK REMOVAL	150	SQ FT	\$10.00	\$1,500.00	\$9.00	\$1,350.00
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	60	FOOT	\$165.00	\$9,900.00	\$135.00	\$8,100.00
44213200	SAW CUTS	850	FOOT	\$9.00	\$7,650.00	\$7.00	\$5,950.00
550A0340	STORM SEWERS, CLASS A, TYPE 2, 12 INCH	20	FOOT	\$215.00	\$4,300.00	\$206.00	\$4,120.00
550A0360	STORM SEWERS, CLASS A, TYPE 2, 15 INCH	20	FOOT	\$240.00	\$4,800.00	\$233.00	\$4,660.00
550A0380	STORM SEWERS, CLASS A, TYPE 2, 18 INCH	20	FOOT	\$270.00	\$5,400.00	\$267.00	\$5,340.00
550A0410	STORM SEWERS, CLASS A, TYPE 2, 24 INCH	20	FOOT	\$292.00	\$5,840.00	\$281.00	\$5,620.00
550A0450	STORM SEWERS, CLASS A, TYPE 2, 36 INCH	20	FOOT	\$375.00	\$7,500.00	\$370.00	\$7,400.00
59300100	CONTROLLED LOW-STRENGTH MATERIAL	65	CU YD	\$170.00	\$11,050.00	\$155.00	\$10,075.00
60228110	MANHOLES, SANITARY, 4 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	6	EACH	\$7,000.00	\$42,000.00	\$6,800.00	\$40,800.00
60228120	MANHOLES, SANITARY, 5 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH	\$8,500.00	\$17,000.00	\$8,300.00	\$16,600.00
60228111	ADDITIONAL DEPTH OF MANHOLE 4 FT-DIAMETER	10	FOOT	\$800.00	\$8,000.00	\$760.00	\$7,600.00
60228112	ADDITIONAL DEPTH OF MANHOLE 5 FT-DIAMETER	3	FOOT	\$950.00	\$2,850.00	\$915.00	\$2,745.00
60234200	INLETS, TYPE A, TYPE 1 FRAME AND GRATE	2	EACH	\$3,800.00	\$7,600.00	\$3,700.00	\$7,400.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	2	EACH	\$4,200.00	\$8,400.00	\$4,100.00	\$8,200.00
60238700	INLETS, TYPE B, TYPE 1 FRAME AND GRATE	2	EACH	\$4,350.00	\$8,700.00	\$4,250.00	\$8,500.00
60240220	INLETS, TYPE B, TYPE 3, FRAME AND GRATE	2	EACH	\$4,650.00	\$9,300.00	\$4,600.00	\$9,200.00
60255800	MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	5	EACH	\$4,650.00	\$23,250.00	\$4,000.00	\$20,000.00
60255801	MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID, IN PAVEMENT	5	EACH	\$6,200.00	\$31,000.00	\$5,000.00	\$25,000.00
67100100	MOBILIZATION	25	EACH	\$1,350.00	\$33,750.00	\$1,300.00	\$32,500.00
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	15	EACH	\$1,500.00	\$22,500.00	\$1,400.00	\$21,000.00
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	10	EACH	\$2,050.00	\$20,500.00	\$2,000.00	\$20,000.00
Z0001000	SUSPENSION OF WORK	15	HOUR	\$950.00	\$14,250.00	\$900.00	\$13,500.00
Z0018900	DOWEL BARS	75	EACH	\$40.00	\$3,000.00	\$33.00	\$2,475.00
Z0059500	SEWER, TYPE 2 & 3, 6 INCH	75	FOOT	\$190.00	\$14,250.00	\$187.00	\$14,025.00
Z0059600	SEWER, TYPE2 & 3, 8 INCH	75	FOOT	\$260.00	\$19,500.00	\$256.00	\$19,200.00
Z0059700	SEWER, TYPE 2 & 3, 10 INCH	75	FOOT	\$275.00	\$20,625.00	\$270.00	\$20,250.00
Z0059800	SEWER, TYPE 2 & 3, 12 INCH	50	FOOT	\$290.00	\$14,500.00	\$287.00	\$14,350.00
Z0059900	SEWER, TYPE 2 & 3, 15 INCH	20	FOOT	\$325.00	\$6,500.00	\$316.00	\$6,320.00
Z0059925	SEWER, TYPE 2 & 3, 18 INCH	20	FOOT	\$350.00	\$7,000.00	\$335.00	\$6,700.00
Z0059950	SEWER, TYPE 2 & 3, 24 INCH	20	FOOT	\$375.00	\$7,500.00	\$372.00	\$7,440.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	1	L SUM	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Z0064600	SELECTIVE CLEARING	3.0	ACRE	\$6,200.00	\$18,600.00	\$5,650.00	\$16,950.00
XX000541	EXPLORATORY EXCAVATION	15	EACH	\$1,750.00	\$26,250.00	\$1,500.00	\$22,500.00
XX000551	STABILIZED CONSTRUCTION ENTRANCE (6-INCH)	10	SQ YD	\$230.00	\$2,300.00	\$100.00	\$1,000.00
XX003424	CONNECT TO EXISTING STRUCTURE	15	EACH	\$1,450.00	\$21,750.00	\$1,400.00	\$21,000.00
XX005486	CONNECT TO EXISTING PIPE (6-12 INCH)	5	EACH	\$765.00	\$3,825.00	\$760.00	\$3,800.00
XX005487	CONNECT TO EXISTING PIPE (15-24 INCH)	15	EACH	\$1,600.00	\$24,000.00	\$1,525.00	\$22,875.00
XX005488	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (6-10 Inch)	35	EACH	\$1,150.00	\$40,250.00	\$1,100.00	\$38,500.00

PROJECT NUMBER: 2026-09 PROJECT NAME: 2026 Miscellaneous Sanitary & Storm Sewer Improvement Project BID DATE: 5/13/2026 TIME: 10:00am FUND: Sanitary Sewer & Storm Water ORGANIZATION CODE: 78487806/79487906 OBJECT CODE: 489040/489030				Engineer's Estimate City Engineering Division		Entler Excavating Co., Inc. 819 North Sunnyside Rd. Decatur, IL 62522 Contact Person Stuart Entler 217-428-1865 karenentlerex@gmail.com	
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Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
XX005489	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (12-15 INCH)	10	EACH	\$2,000.00	\$20,000.00	\$2,000.00	\$20,000.00
XX005490	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (18-24 INCH)	2	EACH	\$2,200.00	\$4,400.00	\$2,100.00	\$4,200.00
XX004209	SANITARY SERVICE CONNECTION	10	EACH	\$1,650.00	\$16,500.00	\$1,525.00	\$15,250.00
XX005719	FILLING EXISTING SANITARY SEWER <15 INCH	20	FOOT	\$30.00	\$600.00	\$25.00	\$500.00
TOTAL BIDS (AS CORRECTED)					\$700,230.00		\$661,820.00
Percent Over Under ENGINEER'S ESTIMATE							-5.49%



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

5/13/2026

 Date



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	5-13-26	Project Title:	2026 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT
Total Contract Value:	661,820.00	Project Number:	2026-09

Section I: Prime Contractor Information

Prime Contractor: Entler Excavating Co. Inc

Address: 819 N. Sunnyside Rd.

Phone: 217-428-1865

Contact Person: Karen Rohman

Email: Karen.entler.ex@gmail.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Mareno Enterprises	MBE	11,000.00	1.66%	Seeding & mulching
Loyalty Services	MBE	11,000.00	1.66%	Trucking
Flannigan	NonMBE	38,087.50	5.75%	Concrete
Dunn Co	NonMBE	14,000.00	2.11%	Asphalt
Totals		74,087.50	11.19%	

• 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
N/A			
Totals			

• 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

• 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
Reyes Group Ltd.	Email / Phone	Not bidding
Beniach Construction Co. Inc	Email / Phone	↓
Rula's Enterprises	Email / Phone	
Sanchez Paving Co. Inc	Email / Phone	
Metromex Contractor Inc	Email / Phone	
Alvarez Inc.	Email / Phone	
Fox Landscape & Landscaping	Email / Phone	
RGL II Inc	Email / Phone	
Loyalty Services	Phone	Bidding
Marcene Enterprises	Phone	Bidding

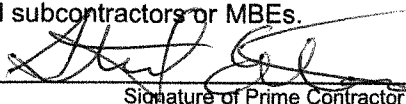
• If more firms were contacted, please copy this form and attach the additional information.

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

5/13/26
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:	5-13-26	Project Title:	2026 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT
		Project Number:	2026-09

Prime Contractor: Enter Excavating Co. Inc
Address: 819 N. Sunnyside Rd.
Phone: 217-428-1865
Contact Person: Karen Rohman
Email: Karen.enter-ex@gmail.com

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

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

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

5/13/26
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:

[Signature]
Public Works Director

5-17-26
Date



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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	5/13/20	Project Title:	2026 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT	
Total Contract Value:	661,820.00	Project Number:	2026-09	

Section I: Minority Business Enterprise (MBE) Information

Name: Loyalty Services

Address: 3722 Tulane
Decatur, IL 62522

Phone: 217-853-2204

Contact Person: Jeff Rhodes

Email:

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
Trucking	11,000.00	1.66%

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

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

Prime Contractor Signature	Print
	Stuart Entler
Title	Date
President	5/13/20

Minority Business Enterprise Signature	Print
	Jeff Rhodes
Title	Date
Owner	5/13/20



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

**RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER**

Minority Business Enterprise (MBE) Information Form

Date:	5/13/26	Project Title:	2026 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT
Total Contract Value:		Project Number:	2026-09

Section I: Minority Business Enterprise (MBE) Information

Name: Marengo Enterprises

Address: 3490 Leghorn Rd
Clinton IL 61727

Phone: _____

Contact Person: Mirna Willoughby

Email: mirna@marencobent.com

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
Seeding-mulching	11,000.00	1.6690

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

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

Prime Contractor Signature	Print
<u>Stuart Entler</u>	<u>Stuart Entler</u>
Title	Date
<u>President</u>	<u>5/13/26</u>

Minority Business Enterprise Signature	Print
<u>X Mirna Willoughby</u>	<u>Mirna Willoughby</u>
Title	Date
<u>owner</u>	<u>5-13-26</u>

**Council Memo
Public Works Department
No. 2026-58**

DATE: 6/1/2026

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 to Appropriate Additional Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality Under the Illinois Highway Code, City Project 2026-08, Annual Street Restoration, Section 26-00608-00-FP

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolutions authorizing the Mayor to sign and the City Clerk to attest the following:

1. Appropriating \$3,815,000 in State Motor Fuel Tax (MFT) funds for the proposed 2026 Annual Street Restoration project, City Project 2026-08, Section 26-00608-00-FP; and,
2. Awarding the contract for the Annual Street Restoration Project, City Project 2026-08, to Dunn Company, A Division of Tyrolt, Inc. as the lowest, responsible bidder in the amount of \$4,505,553, and that the Mayor be authorized to execute the contract and the City Clerk to attest. The resolution represents an expenditure of \$4,256,032.04 as the low bid plus \$249,520.96 for project contingencies. 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 Engineering Division inspects and rates approximately 1/2 of the City’s streets on a yearly basis. The results of these inspections are input into a computer database which is used to project the future condition of the streets based on their current and historical condition, and surface type (i.e. brick, concrete, asphalt, etc.). This data is then paired with available funding and is used as a basis to aid City Engineering in the preparation of the City’s yearly street improvement program. Staff then determines what type of improvement would be appropriate for each street, and matches the work needed with available funds.

Project Description

The Street Restoration project will include ADA ramp improvements, patching and mill and overlay work along N. Monroe Street, E. Cantrell Street, and E. William Street. 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, of the City’s 850 total lane miles, 6.2 lane miles will be rehabilitated as part of this project.

The proposed street list for asphalt rehabilitation is 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>
N. Monroe St	Eldorado St	Sawyer St	5,490	4.16	9,400	Minor Arterial	Mill & Overlay, Patch & Ramps
E. Cantrell St	Jasper St	22 nd St	3,927	1.49	3,550	Major Collector	Mill & Overlay, Patch & Ramps
E. William St	26 th St	IL RT 105	1,323	.50	2,750	Major Collector	Mill & Overlay, Patch
Total			10,740	6.15			

In addition to the paving on these streets, sidewalk curb ramps and curb and gutter at curb ramps will be replaced. New pavement striping, utilities will be adjusted, and water service replacements will take place.

Letting Results

The project scope and specifications were prepared by the Engineering Division and approved by the Illinois Department of Transportation (IDOT) for the use of Motor Fuel Tax funds. The project was advertised on May 6, 2026, and May 13, 2026, and bids were opened on May 20, 2026. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over (Under)</u>
Dunn Company	\$4,256,032.04	(1.1%)
Engineer's Estimate	\$4,303,696.93	-----

Three contractors took out bid packages and only one submitted a bid. Dunn Company provided the lowest responsible bid at 1.1% under the engineer's estimate. Dunn Company has successfully completed many jobs of this type for the city.

Following approval by the Mayor and City Council, the contracts and bid tabulation will be forwarded to the Illinois Department of Transportation (IDOT) for final approval in accordance with the rules governing the disbursement of State Motor Fuel Tax funds.

LEGAL REVIEW: The specifications for the Street Restoration project were reviewed by Legal on May 7, 2026.

PRIOR COUNCIL ACTION:

Each year the City Council approves the appropriation of State MFT funds for street restoration work. State MFT funds are allocated for street restoration work as part of the Fiscal Year 2026 Capital Improvement Plan.

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

INPUT FROM OTHER SOURCES:

Illinois Department of Transportation.

STAFF REFERENCE: Matthew 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 in the amount of \$3,500,000 was allocated in the FY 2026 State Motor Fuel Tax (MFT) Fund Budget. Due to the recent prolonged increase in fuel prices, project costs have increased. The additional \$315,000 of funding above the budget will come from other projects within the State MFT fund that are delayed and will not be completed this fiscal year. Other sources of project funding include the Water Fund, Sanitary Sewer Fund, and Storm Water Fund. Water Service Replacements and Valve box adjustments will be funded from the Water Fund (\$587,928). Sanitary manhole adjustments will be funded out of the Sanitary Sewer Fund (\$41,800). Storm manhole, catch basin, and inlet adjustments will be funded out of the Storm Water Fund (\$60,825). It is proposed that a total project expenditure of \$4,505,553 be authorized which includes \$3,815,000 of State Motor Fuel Tax money. This amount represents the low bid amount of \$4,256,032.04 plus \$249,520.96 for project contingencies.
Staff Impact: Staff time has been allocated for this project in the Capital Improvement Plan.

ATTACHMENTS:

1. 2026-58 Resolution 1 2026-08 Street Restoration Appropriation

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS FOR RESTORATION
OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS
HIGHWAY CODE CITY PROJECT 2026-08, ANNUAL STREET RESTORATION,
SECTION 26-00608-00-FP**

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

Section 1. That there is hereby appropriated the sum of \$3,815,000.00 of State Motor Fuel Tax funds for the purpose of resurfacing streets and highways under the applicable provisions of the Illinois Highway Code.

Section 2. That only those streets, highways, and operations listed and described as part of the City's Annual Street Restoration Project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 26-00608-00-FP.

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

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

PRESENTED AND ADOPTED this 1st day of June 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Exhibit A

Resolution for Improvement
Under the Illinois Highway Code

Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

26-00608-00-FP

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
N. Monroe Street	4.16		Eldorado Street	Sawyer Street
E. Cantrell Street	1.49		Jasper Street	22nd Street
E. William Street	0.5		26th Street	IL RT 105

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

milling and overlaying various City streets at the depths specified, ADA improvements, Class B, C & D Patching, utility adjustments, water service replacements, detector loops and thermoplastic pavement markings.

2. That there is hereby appropriated the sum of Three Million Eight Hundred Fifteen Thousand and 00/100Dollars (\$3,815,000.00) for the improvement of

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

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

I, Kim Althoff

Name of Clerk

City

Local Public Agency Type

Clerk in and for said City

Local Public Agency Type

of Decatur

Name of Local Public Agency

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

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

Council

Governing Body Type

of Decatur

Name of Local Public Agency

at a meeting held on

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

Day

day of

Month, Year



(SEAL, if required by the LPA)

Resolution for Improvement Under the Illinois Highway Code

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date
Department of Transportation

--

**Council Memo
Public Works Department
No. 2026-58**

DATE: 6/1/2026

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 Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, a Division of Tyrolt, Inc. for City Project 2026-08, Annual Street Restoration, Section 26-00608-00-FP

SUMMARY RECOMMENDATION: Awarding the contract for the Annual Street Restoration Project, City Project 2026-08, to Dunn Company, A Division of Tyrolt, Inc. as the lowest, responsible bidder in the amount of \$4,505,553, and that the Mayor be authorized to execute the contract and the City Clerk to attest. The resolution represents an expenditure of \$4,256,032.04 as the low bid plus \$249,520.96 for project contingencies.

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:

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS:

INPUT FROM OTHER SOURCES:

STAFF REFERENCE:

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:

1. 2026-58 Resolution 2 Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, for the Annual Street Restoration Project, CP 20
2. 2026-58 Council Bid Tab-26-08

3. 2026-58 Location Maps

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A
CONTRACT WITH DUNN COMPANY, A DIVISION OF TYROLT, INC. FOR CITY
PROJECT 2026-08, ANNUAL STREET RESTORATION, SECTION 26-00608-00-FP**

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

Section 1. That the tabulation of bids received for City Project 2026-08, Annual Street Restoration 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., be accepted, and a contract awarded accordingly, and that said contract between Dunn Company and the City of Decatur is for a total amount of \$4,505,553.

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 1 and made part hereof, for said plan, in the amount of \$4,505,553.

PRESENTED and ADOPTED this 1st day of June, 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



Exhibit 1

Local Public Agency Formal Contract

Contractor's Name

Dunn Company, A Division of Tyrolt, Inc.

Contractor's Address

724 N Mercer St

City

Decatur

State

IL

Zip Code

62522

STATE OF ILLINOIS

Local Public Agency

City of Decatur

County

Macon

Section Number

26-00608-00-FP

Street Name/Road Name

Various

Type of Funds

Motor Fuel Tax Fund

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of HighwaysSignature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Mayor

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of Decatur	Various	Macon	26-00608-00-FP

- THIS AGREEMENT, made and concluded the 1st day of June, 2026 between the City of Decatur, known as the party of the first part, and Dunn Company, A Division of Tyrolt, Inc, its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 26-00608-00-FP in City of Decatur, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The City of Decatur
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of
 Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



Contractor's Name

DUNN COMPANY, A DIVISION OF TYRRELL, INC.

Contractor's Address

124 N. MERCEY STREET

City

DECATUR

State

IL

Zip Code

62522

Local Public Agency

City of Decatur

County

Macon

Section Number

26-00608-00-FP

Route(s) (Street/Road Name)

Various

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
28000500	INLET & PIPE PROTECT	EACH	54	\$ 335.00	\$ 18,090.00
40600290	BIT MATLS TACK CT	POUND	25,467	\$ 0.90	\$ 22,920.30
40600370	LONG JOINT SEALANT	FOOT	16,470	\$ 2.84	\$ 46,774.80
40600982	HMA SURF REM BUTT JT	SQ YD	377	\$ 41.40	\$ 15,607.80
40600990	TEMPORARY RAMP	SQ YD	387	\$ 42.45	\$ 16,428.15
40604052	HMA SC IL-9.5 C N70	TON	5,861	\$ 143.15	\$ 839,002.15
42000060	WELDED WIRE REINF	SQ YD	2,364	\$ 23.10	\$ 54,608.40
42300200	PCC DRIVEWAY PAVT 6	SQ YD	13	\$ 176.00	\$ 2,288.00
42400200	PC CONC SIDEWALK 5	SQ FT	7,795	\$ 29.15	\$ 227,224.25
42400800	DETECTABLE WARNINGS	SQ FT	610.5	\$ 55.55	\$ 33,913.28
44000155	HMA SURF REM 1 1/2	SQ YD	33,923	\$ 6.15	\$ 208,626.45
44000157	HMA SURF REM 2	SQ YD	22,295	\$ 6.45	\$ 143,802.75
44000200	DRIVE PAVEMENT REM	SQ YD	13	\$ 44.00	\$ 572.00
44000500	COMB CURB GUTTER REM	FOOT	1,261	\$ 31.90	\$ 40,225.90
44000600	SIDEWALK REM	SQ FT	7,444	\$ 7.15	\$ 53,224.40
44200966	CL B PATCH T1 10	SQ YD	15	\$ 34.00	\$ 515.00
44200970	CL B PATCH T2 10	SQ YD	1,619	\$ 269.50	\$ 436,320.50
44200974	CL B PATCH T3 10	SQ YD	412	\$ 267.30	\$ 110,127.60
44200976	CL B PATCH T4 10	SQ YD	1951	\$ 264.00	\$ 515,064.00
44201349	CL C PATCH T1 10	SQ YD	98	\$ 374.00	\$ 36,652.00

Local Public Agency		County	Section Number		Route(s) (Street/Road Name)
City of Decatur		Macon	26-00608-00-FP		Various
Item Number	Items	Unit	Quantity	Unit Price	Total
44201725	CL D PATCH T1 7	SQ YD	5	\$200.95	\$1,004.75
44201729	CL D PATCH T2 7	SQ YD	38	\$179.60	\$6,824.80
44201733	CL D PATCH T3 7	SQ YD	115	\$179.75	\$20,671.25
44201735	CL D PATCH T4 7	SQ YD	546	\$168.00	\$91,728.00
44201299	DOWEL BARS 1 1/2	EACH	833	\$28.60	\$23,823.80
44213200	SAW CUTS	FOOT	20,623	\$7.15	\$147,454.45
44213204	TIE BARS 3/4	EACH	1,441	\$22.00	\$31,702.00
56500700	DOM WAT SER BOX REM	EACH	37	\$825.00	\$30,525.00
56500800	DOM WAT SER BOX	EACH	32	\$1,237.50	\$39,600.00
60235700	INLETS TA T3F&G	EACH	4	\$5,115.00	\$20,460.00
60255800	MAN ADJ NEW T1F CL	EACH	13	\$4,180.00	\$54,340.00
60260500	INLETS ADJ NEW T3F&G	EACH	3	\$3,445.00	\$9,735.00
60300410	VAL BOX FR ADJ NEW FR	EACH	36	\$4,290.00	\$154,440.00
60604700	COMB CC&G TB6.18 MOD	FOOT	573	\$159.50	\$91,393.50
60605300	COMB CC&G TB6.24 MOD	FOOT	718	\$165.00	\$118,470.00
70300100	SHORT TERM PAVT MKING	FOOT	2149	\$4.00	\$8,596.00
70300150	SHRT TRM PAVT MK REM	SQ FT	716.3	\$3.85	\$2,757.76
78000100	THPL PVT MK LTR & SYM	SQ FT	384.8	\$8.80	\$3,386.24
78000400	THPL PVT MK LINE 6	FOOT	20,527	\$3.12	\$64,044.24
78000600	THPL PVT MK LINE 12	FOOT	1,015.4	\$6.05	\$6,143.17
78000650	THPL PVT MK LINE 24	FOOT	257	\$8.25	\$2,120.25
88600100	DET LOOP T1	FOOT	375	\$96.80	\$36,300.00
X0001000	CURB WALL	FOOT	67	\$231.00	\$15,477.00
X0327678	EXPLORATORY EXCAVATIO	EACH	72	\$935.00	\$67,320.00
X2080015	CLSM TRENCH BACKFILL	CU YD	113	\$220.00	\$24,860.00
X3400004	RETAINING WALL REMOV	FOOT	67	\$60.50	\$4,053.50
X4421297	DOWEL BARS 1	EACH	4,566	\$26.40	\$120,542.40
X5620010	DISCONNECT WATER SERVI	EACH	5	\$2,090.00	\$10,450.00
X5620096	WATER SERV LN 1 BORED	FOOT	907	\$143.00	\$129,701.00
X5650002	CORP STOP REP	EACH	32	\$1,650.00	\$52,800.00
Z0015000	CURB STOPS 1	EACH	32	\$1,210.00	\$38,720.00
Bidder's Total Proposal					\$4,256,032.04

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Local Public Agency	County	Street Name/Road Name	Section Number
City of Decatur	Macon	Various	26-00608-00-FP

STATE OF IL
COUNTY OF MACON

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

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL
COUNTY OF MACON

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

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

Approved this 18th day of May, 2026
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Awarding Authority

City Council

Awarding Authority Signature & Date

Municipality

Local Public Agency Type

Clerk

PROJECT NUMBER: 2026-08, Section 26-00608-00-PP
PROJECT NAME: Annual Street Restoration

BID DATE: 5/20/2026
TIME: 10:00am

FUND: State MFT Funds, Storm Water, San. Sewer, Water Non-Lake
ORGANIZATION CODE: 46484606, 78487806, 79487906, 81808118
OBJECT CODE: 489070, 489040, 489030, 488800

Engineer's Estimate	Dunn Company, A Division of Tyrolt, Inc. 724 N, Mercer Street
City Engineering Division	Contact Person David Tyrolt 217-429-4444

Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
28000500	INLET AND PIPE PROTECTION	54.00	EACH	\$290.00	\$15,660.00	\$335.00	\$18,090.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	25467.00	POUND	\$0.84	\$21,392.28	\$0.90	\$22,920.30
40600370	LONGITUDINAL JOINT SEALANT	16470.00	FOOT	\$3.25	\$53,527.50	\$2.84	\$46,774.80
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	377.00	SQ YD	\$42.00	\$15,834.00	\$41.40	\$15,607.80
40600990	TEMPORARY RAMP	387.00	SQ YD	\$36.00	\$13,932.00	\$42.45	\$16,428.15
40604052	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N70	5861.00	TON	\$139.00	\$814,679.00	\$143.15	\$839,002.15
42000060	WELDED WIRE REINFORCEMENT	2364.00	SQ YD	\$21.00	\$49,644.00	\$23.10	\$54,608.40
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	13.00	SQ YD	\$250.00	\$3,250.00	\$176.00	\$2,288.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	7795.00	SQ FT	\$30.00	\$233,850.00	\$29.15	\$227,224.25
42400800	DETECTABLE WARNINGS	610.50	SQ FT	\$58.00	\$35,409.00	\$55.55	\$33,913.28
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	33923.00	SQ YD	\$5.50	\$186,576.50	\$6.15	\$208,626.45
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	22295.00	SQ YD	\$6.30	\$140,458.50	\$6.45	\$143,802.75
44000200	DRIVEWAY PAVEMENT REMOVAL	13.00	SQ YD	\$60.00	\$780.00	\$44.00	\$572.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	1261.00	FOOT	\$33.50	\$42,243.50	\$31.90	\$40,225.90
44000600	SIDEWALK REMOVAL	7444.00	SQ FT	\$7.50	\$55,830.00	\$7.15	\$53,224.60
44200966	CLASS B PATCHES, TYPE I, 10 INCH	15.00	SQ YD	\$350.00	\$5,250.00	\$341.00	\$5,115.00
44200970	CLASS B PATCHES, TYPE II, 10 INCH	1619.00	SQ YD	\$280.00	\$453,320.00	\$269.50	\$436,320.50
44200974	CLASS B PATCHES, TYPE III, 10 INCH	412.00	SQ YD	\$280.00	\$115,360.00	\$267.30	\$110,127.60
44200976	CLASS B PATCHES, TYPE IV, 10 INCH	1951.00	SQ YD	\$275.00	\$536,525.00	\$264.00	\$515,064.00
44201349	CLASS C PATCHES, TYPE I, 10 INCH	98.00	SQ YD	\$365.00	\$35,770.00	\$374.00	\$36,652.00
44201725	CLASS D PATCHES, TYPE I, 7 INCH	5.00	SQ YD	\$230.00	\$1,150.00	\$200.95	\$1,004.75
44201729	CLASS D PATCHES, TYPE II, 7 INCH	38.00	SQ YD	\$212.00	\$8,056.00	\$179.60	\$6,824.80
44201733	CLASS D PATCHES, TYPE III, 7 INCH	115.00	SQ YD	\$210.00	\$24,150.00	\$179.75	\$20,671.25
44201735	CLASS D PATCHES, TYPE IV, 7 INCH	546.00	SQ YD	\$200.00	\$109,200.00	\$168.00	\$91,728.00
44201299	DOWEL BARS 1 1/2"	833.00	EACH	\$35.00	\$29,155.00	\$28.60	\$23,823.80
44213200	SAW CUTS	20623.00	FOOT	\$8.25	\$170,139.75	\$7.15	\$147,454.45
44213204	TIE BARS 3/4"	1441.00	EACH	\$23.00	\$33,143.00	\$22.00	\$31,702.00
56500700	DOMESTIC WATER SERVICE BOXES TO BE REMOVED	37.00	EACH	\$890.00	\$32,930.00	\$825.00	\$30,525.00
56500800	DOMESTIC WATER SERVICE BOXES	32.00	EACH	\$1,250.00	\$40,000.00	\$1,237.50	\$39,600.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	4.00	EACH	\$5,200.00	\$20,800.00	\$5,115.00	\$20,460.00
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	3.00	EACH	\$4,300.00	\$12,900.00	\$4,180.00	\$12,540.00
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	10.00	EACH	\$4,300.00	\$43,000.00	\$4,180.00	\$41,800.00
60260500	INLETS TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE	3.00	EACH	\$2,700.00	\$8,100.00	\$3,245.00	\$9,735.00
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	36.00	EACH	\$4,400.00	\$158,400.00	\$4,290.00	\$154,440.00
60604700	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (MODIFIED)	573.00	FOOT	\$165.00	\$94,545.00	\$159.50	\$91,393.50
60605300	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (MODIFIED)	718.00	FOOT	\$168.00	\$120,624.00	\$165.00	\$118,470.00
70300100	SHORT TERM PAVEMENT MARKING	2149.00	FOOT	\$4.40	\$9,455.60	\$4.00	\$8,596.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	716.30	SQ FT	\$6.00	\$4,297.80	\$3.85	\$2,757.76
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	384.80	SQ FT	\$8.00	\$3,078.40	\$8.80	\$3,386.24
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	20527.00	FOOT	\$1.70	\$34,895.90	\$3.12	\$64,044.24
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	1015.40	FOOT	\$8.00	\$8,123.20	\$6.05	\$6,143.17
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	257.00	FOOT	\$9.00	\$2,313.00	\$8.25	\$2,120.25
88600100	DETECTOR LOOP, TYPE I	375.00	FOOT	\$100.00	\$37,500.00	\$96.80	\$36,300.00
X0001000	CURB WALL	67.00	FOOT	\$300.00	\$20,100.00	\$231.00	\$15,477.00
X0327678	EXPLORATORY EXCAVATION	72.00	EACH	\$725.00	\$52,200.00	\$935.00	\$67,320.00
X2080015	CLSM TRENCH BACKFILL	113.00	CU YD	\$225.00	\$25,425.00	\$220.00	\$24,860.00
X3400004	RETAINING WALL REMOVAL	67.00	FOOT	\$100.00	\$6,700.00	\$60.50	\$4,053.50
X4421297	DOWEL BARS 1"	4566.00	EACH	\$28.00	\$127,848.00	\$26.40	\$120,542.40
X5620010	DISCONNECT WATER SERVICE	5.00	EACH	\$1,700.00	\$8,500.00	\$2,090.00	\$10,450.00
X5620096	WATER SERVICE LINE 1", (BORED)	907.00	FOOT	\$148.00	\$134,236.00	\$143.00	\$129,701.00
X5650002	CORPORATION STOP REPLACE 1"	32.00	EACH	\$1,700.00	\$54,400.00	\$1,650.00	\$52,800.00
Z0015000	CURB STOPS 1"	32.00	EACH	\$1,220.00	\$39,040.00	\$1,210.00	\$38,720.00

TOTAL BIDS (AS CORRECTED)
Percent Over Under ENGINEER'S ESTIMATE

\$4,303,696.93

\$4,256,032.04
-1.11%

PROJECT NUMBER: 2026-08, Section 26-00608-00-FP
PROJECT NAME: Annual Street Restoration

BID DATE: 5/20/2026
TIME: 10:00am

FUND: State MFT Funds, Storm Water, San. Sewer, Water Non-Lake
ORGANIZATION CODE: 46484606, 78487806, 79487906, 81808118
OBJECT CODE: 489070, 489040, 489030, 488800

Engineer's Estimate City Engineering Division	Dunn Company, A Division of Tyrolt, Inc. 724 N, Mercer Street Contact Person David Tyrolt 217-429-4444
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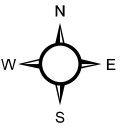
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
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Paul E. Caswell, P.E., City Engineer

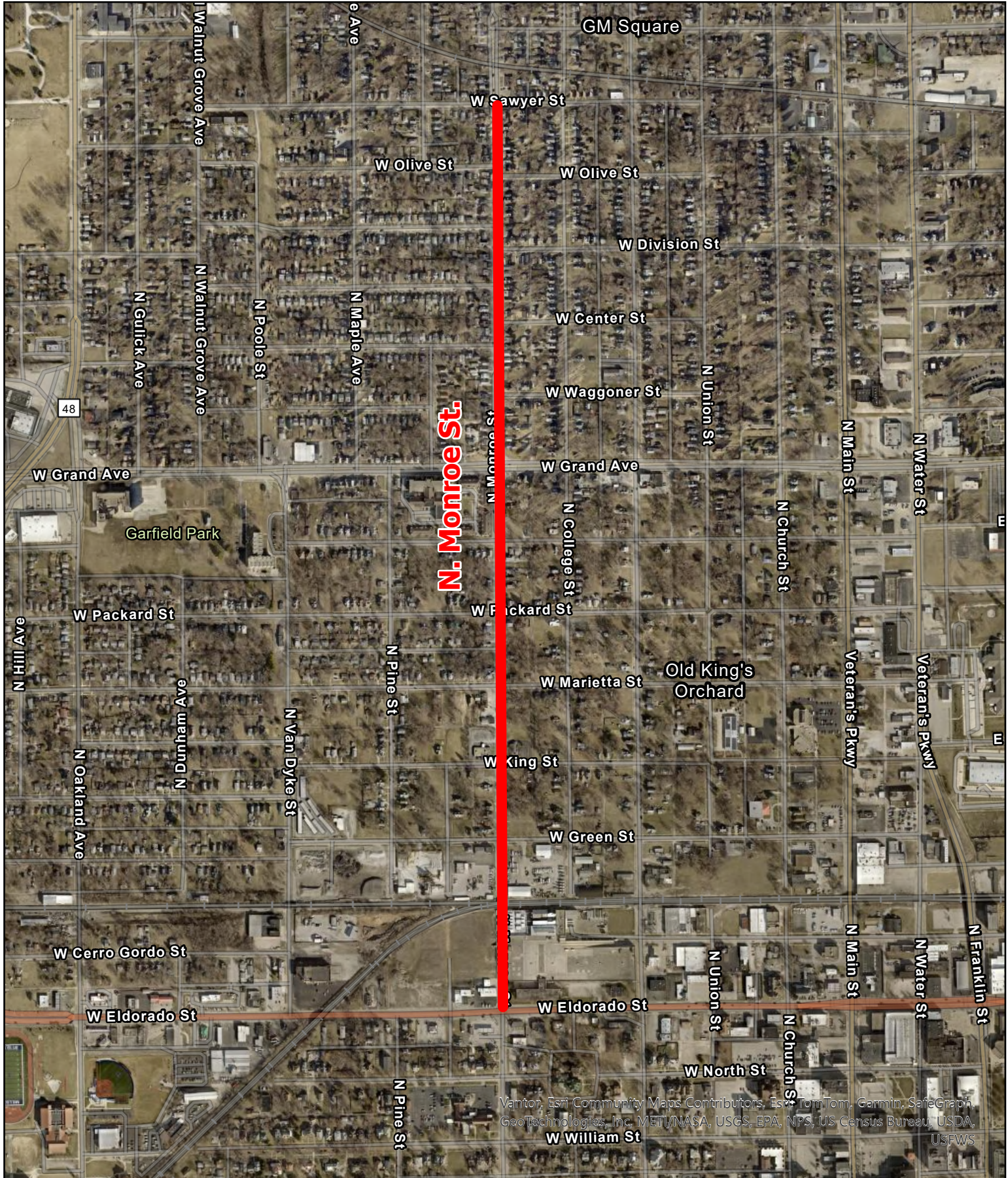
5/20/2026
Date



2026 State Motor Fuel Tax Street Restoration Project, CP 2026-08



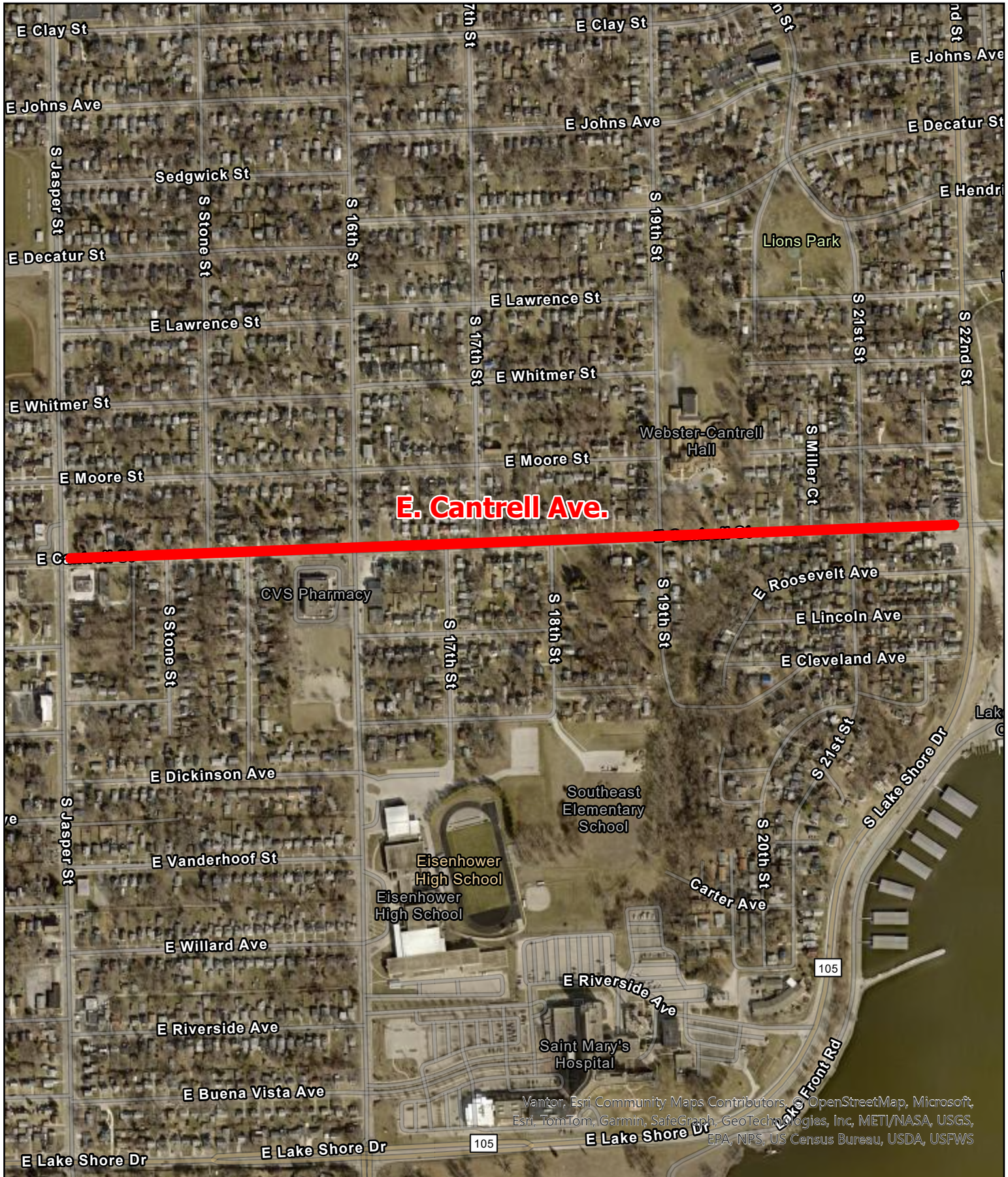
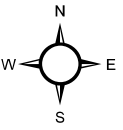
Monroe St - Location Map

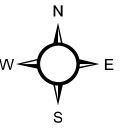




2026 State Motor Fuel Tax Street Restoration Project, CP 2026-08

Cantrell St - Location Map





William St. - Location Map



Council Memo
Public Works Department
No. 2026-62

DATE: 6/1/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Matt Newell, Director of Public Works
Jason Lawson, Water Services Manager

SUBJECT:
Resolution Authorizing a Standard North American Cellular AMI Solution Agreement with Itron, Inc.

SUMMARY RECOMMENDATION:

Staff recommends approving the attached resolutions:

1. Authorizing an agreement with Itron, Inc., for hardware and software services. The resolution includes the expenditure of \$32,228.75 to Itron Inc. for Year 1 maintenance fees; and,
2. Authorizing the expenditure of \$30,720.00 to the authorized Itron distributor, United Systems Software Inc. (USS), to provide hardware, setup and services.

BACKGROUND:

In 2013, the City entered into an agreement with Johnson Controls, Inc, to provide Advanced Metering Infrastructure (AMI) that reads water meters remotely through a repeater and collector system which automatically uploads water use information to the City. The City began using Itron's Analytics Services in May 2015, to provide staff with the ability to better analyze and use the data that is gathered by the Itron AMI system.

The City has been informed that Itron's Analytics software will end on December 31, 2026. They are replacing it with an upgraded software system called Temetra. Like the Analytics software currently used by the City, Temetra translates the remote water meter data to be used for customer service and auditing of the water utility but with more capability to expand services. The City also uses Itron's cloud services to host the City's long-term water utility data storage. Utility Customer Services and Water Services staff utilize the software on a daily basis to identify unusually low and high use by water customers, assist with public inquiries, and detect illegal water usage. It is planned to get the new system in place before the end of the year.

The Temetra Cellular Encoders/Receivers/Transmitters (ERTS) setup and services quote includes 126 cellular units to use in areas that are hard to receive transmitted data. These are areas that currently need to be collected individually using handheld devices.

LEGAL REVIEW: The agreement was provided to the Legal and IT Departments for review on April 27, 2026.

PRIOR COUNCIL ACTION:

- **November 19, 2012** — City Council approved Resolution R2012-189, authorizing Execution of Agreement for Energy Performance Contract Project Development.
- **May 18, 2015** - City Council approved the Maintenance Agreement.
- **February 4, 2019** — Resolution No. R2019-23 City Council approved a 3-year agreement for Itron Analytics Hosting Services in the amount of \$64,452.64.

This is a yearly software agreement with Itron.

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Matt Newell, Public Works Director, Jason Lawson, Water Services 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: Budget: Funding for the expenditure is available in the FY2026 Water Non-Lake Capital Budget.

Staff Time: Staff time is allocated for water customer services and water billing functions.

ATTACHMENTS:

1. 2026-62 Resolution1 ITRON Software Licensing Services Agreement w exhibit a-b

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A STANDARD NORTH AMERICAN CELLULAR AMI
SOLUTION AGREEMENT WITH ITRON, INC.**

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

Section 1. That the Agreement with Itron, Inc., for software license and services to upgrade the City's automatic metering infrastructure (AMI) hardware and software, presented to the Council herewith as Exhibit A, between the City of Decatur and Itron, Inc., be, and the same is hereby, received, placed on file and approved.

Section 2. That the quote of Itron Inc. Year 1 fees for Hosting, Data Storage, Online Customer Portal and Setup Fees, presented to the Council herewith as Exhibit B, in the amount of \$32,228.75, be accepted and a purchase order awarded accordingly.

Section 3. That the Public Works Director is hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois, and Itron Inc.

PRESENTED and ADOPTED this 1st day of June 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

NORTH AMERICAN

CELLULAR AMI (WATER & GAS) SOLUTION AGREEMENT

THIS NORTH AMERICAN CELLULAR AMI (WATER & GAS) SOLUTION AGREEMENT (THIS "AGREEMENT") GOVERNS YOUR USE OF AND ACCESS TO THE SERVICES AND EQUIPMENT DESCRIBED IN A QUOTE THAT ARE PROVIDED BY ITRON, INC. OR ANY OF ITS SUBSIDIARIES (EACH "ITRON"). THE TERMS "SERVICES", "EQUIPMENT" AND "QUOTE" ARE DEFINED IN THE DEFINITIONS SECTION BELOW.

This Agreement is effective as of the date you accept it (the "**Effective Date**") by clicking "Agree". If you are accepting on behalf of your employer or another entity, you represent and warrant that: (a) you have full legal authority to bind your employer, or the applicable entity, to this Agreement, (b) you have read and understand this Agreement, and (c) you agree, on behalf of the party that you represent, to this Agreement.

1. Definitions.

Affiliate means any legal entity that directly or indirectly controls, is controlled by, or is under common control with, a Party to this Agreement, where "control" means ownership of at least fifty (50) percent of the equity having the power to vote on or direct the affairs of the entity.

Annual Adjustment means Itron's annual price increase.

Billing Cycle means a period of one year beginning on the Service Offering Commencement Date or any anniversary thereof.

Claim means an unaffiliated third-party claim, action, cause of action, or demand for damages, cost, or expense (including reasonable attorney's fees) or other relief.

Channel Partner means a third-party authorized by Itron to distribute Services and/or Equipment to Customer.

Client Services Guidelines Documents means the following documents as they may be updated by Itron from time to time: "Product Contact Information Sheet", "After Hours Support", "Itron Equipment Repair Center Locations", and "Working Effectively with Itron Global Services". Copies of the Client Services Guidelines Documents may be obtained by calling (877) 487-6602 or such other number or process provided by Itron to Customer.

Confidential Information means any confidential, trade secret or other proprietary information disclosed by a Party or a Party's Affiliate related to its business that is designated as "confidential" or which a reasonable person knows or should understand to be confidential, regardless of the form of disclosure and whether of a technical, business or financial nature, including but not limited to processes and methods, product design and details of operation, product plans, prototypes, schedules, results, reports, computer programs, databases, compilations of data, engineering activity, manufacturing activity, analytical methods, strategies, and the like, but excluding information that: (i) is now or becomes generally available to the public through no fault or breach of the receiving Party; (ii) is rightfully in the receiving Party's possession, or known by it, prior to its receipt from the disclosing Party; (iii) is rightfully disclosed to the receiving Party by a third-party, free of any obligation of confidentiality; (iv) is developed by the receiving Party independently and without reference to the disclosing Party's Confidential Information, or (v) is rightfully disclosed pursuant to the applicable laws or regulations, or rules of any stock exchange, or orders of the court or other government authorities with notice to the disclosing Party.

Covered Itron Equipment means Itron Equipment for which Customer has purchased Maintenance Services.

Covered Third-Party Equipment means Third-Party Equipment for which Customer has purchased Maintenance Services.

Covered Products mean Software, Covered Itron Equipment and Third-Party Covered Equipment.

Customer means you or, if you are accepting on behalf of your employer or another entity, such employer or entity.

Customer Data means all data about Customer’s end users that Itron acquires, develops, or derives in connection with the performance of services under this Agreement. Customer Data may include Personally Identifiable Information relating to a Customer end user, which is not generally available to the public. However, Customer Data does not include Deidentified Data.

Defended Party means a Party entitled to defense and indemnification from the other Party under Section 12 (“Third-Party Claims”) of this Agreement.

Defending Party means a Party obligated to provide defense and indemnification to the other Party under Section 12 (“Third Party Claims”) of this Agreement.

Deidentified Data means information that cannot reasonably be used to infer information about a Customer end user.

Documentation means user manuals, training materials, product descriptions and specifications, technical manuals, supporting materials and other information relating to Services and Equipment provided by Itron, which Itron customarily makes available to its customers.

Endpoint means an electric meter, gas or water endpoint receiver-transmitter, battery-powered device, or any other device from which Customer Data will be collected and managed as part of a Service Offering.

Error means a material failure of Software to comply with applicable published Itron specifications.

Equipment means Itron Equipment and Third-Party Equipment.

Equipment Maintenance Fees mean the annual fees identified in a Quote or, if no Quote, Itron’s then-current list price at the time of Purchase Order acceptance by Itron, for each category of Covered Itron Equipment and Covered Third-Party Equipment, plus the Annual Adjustment, if any.

Fees means all amounts payable to Itron by Customer for Services and Equipment provided under this Agreement, as set forth in a Quote or, if no Quote, Itron’s then-current list price at the time of Purchase Order acceptance by Itron.

Fix means a correction or workaround for an Error.

Global Support Services means those support services provided by Itron technical representatives via telephone, email, website or other means to assist Customer’s Primary Service Contacts with questions or issues related to the operation of Covered Products.

Improvement means an update, modification, enhancement and/or extension to Software functionality that is included in a Release.

Intellectual Property and **Intellectual Property Rights** mean all industrial and intellectual property, including, without limitation, patents, patent applications, invention registrations, and all other rights in inventions, copyrights in published and unpublished works, whether registered or unregistered, know-how, trade secrets, and confidential and proprietary information, whether such intellectual property has been created, applied for or obtained anywhere throughout the world.

Itron Equipment means equipment listed on a Purchase Order for sale to Customer under this Agreement that is manufactured by or on behalf of Itron.

M&S Commencement Date means the date upon and after which a Covered Product will be entitled to receive Maintenance Services purchased by Customer, which unless otherwise specified in a Quote provided by Itron, will be as follows:

Covered Product	M&S Commencement Date
Covered Software provided as a Service Offering	Service Offering Commencement Date

Covered Itron Equipment	End of warranty period
Third Party Covered Products	Per applicable third-party service provider terms and conditions

Maintenance Services means maintenance and support services described in [Section 8](#) ("Maintenance Services") of this Agreement.

Mobile Device Software means Itron's Temetra Mobile application.

One-Time Setup Fee means the one-time setup fee(s) for each Service Offering identified in the applicable Quote or, if no Quote, Itron's then-current list price at the time of Purchase Order acceptance by Itron.

Operating Condition means performance in accordance with applicable published Itron specifications.

Party means Customer or Itron and **Parties** means Customer and Itron.

Primary Services Contacts means Customer's primary support staff who provides internal support to Customer's operations personnel and who are key interface to Itron for all Maintenance Services.

Quote means a quote for Services and/or Equipment provided to Customer by Itron or a Channel Partner.

Release means a collection of Fixes and/or Improvements made available by Itron to Customer.

Service Offering means the Temetra software-as-a-service offering identified on the applicable Purchase Order whereby Itron or its designated provider hosts and provides Customer with access to SaaS Software on Servers via the internet.

SaaS Software means the Itron proprietary data collection and management computer program(s) for the Service Offering(s) purchased by Customer.

Servers means the physical computer hardware owned by Itron or its designated provider on which SaaS Software will be installed, operated, and maintained by or on behalf of Itron.

Service Offering Commencement Date means, with respect to each Service Offering, the date Itron makes access credentials for the Service Offering available to Customer.

Service Levels means the defined level of impact and associated response time, effort level, and escalation path procedures and guidelines described in [Attachment A](#) to this Agreement.

Services mean the Service Offering(s) and Maintenance Services.

Software means Mobile Device Software and SaaS Software.

Subscription Fees means annual fees identified in the applicable Quote or, if no Quote, Itron's then-current list price at the time of Purchase Order acceptance by Itron, for each Service Offering, plus the Annual Adjustment, if any.

Subscription Term means the subscription term purchased by Customer for each Service Offering, which begins upon the applicable Service Offering Commencement Date.

Territory means the country in which Itron provides Services and/or Equipment to Customer.

Third-Party Equipment means equipment listed on a Purchase Order for sale to Customer under this Agreement that is not manufactured by or on behalf of Itron.

2. Purchase Order Requirement. Customer shall purchase Services and any Equipment by issuing a purchase order or similar ordering document accepted by Itron ("Purchase Order") indicating specific Services and Equipment, Itron part numbers, quantity, unit price, total purchase price, shipping instructions, requested shipping dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and contract reference. No contingency contained on any Purchase Order shall be binding upon Itron. The terms of this Agreement shall apply, regardless of any additional or conflicting terms of any Purchase Order or other correspondence or documentation submitted by Customer to Itron, and any such additional or conflicting terms are deemed rejected by Itron.

3. Term. The initial term of this Agreement begins on the Effective Date and expires one (1) year following the Effective Date. Thereafter, the term of this Agreement will automatically renew for successive one-year periods, unless either Party provides the other with written notice of its intent not to renew at least ninety (90) days prior to commencement of the next renewal period. Any accepted Purchase Orders as of the expiration date of this Agreement shall be completed by the Parties and the term of this Agreement will be extended solely for that purpose until completion. This Section is subject to Section 15 ("Termination") of this Agreement.

4. Fees, Invoicing, Taxes and Payment.

4.1. Fees. Initial fees for Services and Equipment are set forth in the Quote or, if no Quote, Itron's then-current list price at the time of Purchase Order acceptance by Itron. If the Territory is the United States, Customer will issue its Purchase Order to Itron, Inc. and pay Fees to such entity in USD. If the Territory is Canada, Customer will issue its Purchase Order to Itron Canada, Inc. and pay Fees to such entity in CAD.

4.2. Invoicing.

4.2.1. Customer shall pay Subscription Fees in advance for each Billing Cycle for which it has purchased a Service Offering. Itron will invoice Customer for the One-Time Setup Fee and initial Subscription Fees for each Service Offering upon the Service Offering Commencement Date. During deployment, Itron will invoice Subscription Fees quarterly beginning on the Effective Date and each subsequent period of three months. Beginning on the anniversary of the Effective Date immediately following completion of deployment Itron will invoice Subscription Fees annually in advance. Deployment is considered complete when Customer installs the quantity of devices specified in an applicable purchase Order or pricing document.

4.2.2. Equipment. Itron will invoice Customer for Equipment and related shipping costs on or after the date of shipment.

4.2.3. Maintenance Services. Fees for Software Maintenance Services are included in the Subscription Fee for the applicable Service Offering. As compensation for Maintenance Services for Equipment, Customer shall, in advance, pay Equipment Maintenance Fees for each Billing Cycle in which it receives such Maintenance Services. Itron shall invoice Customer for Equipment Maintenance Services to be provided during the first Billing Cycle as soon as practicable following the M&S Commencement Date. For Equipment Maintenance Services provided during any subsequent Billing Cycle, Itron shall provide Customer with a renewal notice at least 120 days prior to the commencement of each Billing Cycle. Customer may discontinue Maintenance Services for any Covered Itron Equipment or Covered Third-Party Equipment by providing Itron with written notice of non-renewal for such Covered Product(s) no less than 90 days prior to the commencement of any subsequent Billing Cycle. Otherwise, approximately 20 days prior to the commencement of each subsequent Billing Cycle, Itron shall provide Customer with an invoice for Equipment Maintenance Fees payable by Customer for the forthcoming Billing Cycle. Itron may, in its discretion, invoice Customer for Maintenance Services for Covered Itron Equipment or Covered Third-Party that is added during any Billing Cycle as soon as such Maintenance Services have been added (at a prorated amount) or at the beginning of the next Billing Cycle. The Equipment Maintenance Fee for any partial Billing Cycle (i.e., for Covered Itron Equipment or Covered Third-Party Equipment with a M&S Commencement Date falls after the beginning of the Billing Cycle) shall be prorated based on the applicable M&S Commencement Date and the remaining number of months Customer is to receive Maintenance Services during the Billing Cycle.

4.3. Payment. Customer must pay each invoice within thirty (30) days of the invoice issuance date. Payment must be made by electronic transfer to a bank account designated by Itron.

4.4. Invoice Disputes. Customer shall notify Itron in writing of any dispute with any invoice (along with substantiating documentation and a reasonably detailed description of the dispute) within ten (10) days from the original invoice date. Invoices for which no such timely notification is received shall be deemed accepted by Customer as true and correct, and Customer shall pay all amounts due under such invoices within the period set forth in Section 4.3. The Parties shall seek to resolve all such disputes expeditiously and in good faith in accordance with the dispute resolution provisions set forth in Section 18 ("Disputes"). Notwithstanding anything to the contrary, each Party shall continue performing its obligations under this Agreement during any such dispute, including, without limitation, payment by Customer of all undisputed amounts due and payable under this Agreement.

4.5. Late Payment. Except for invoiced payments that Customer has timely disputed, all late payments shall bear interest at the lesser of the rate of one percent (1%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Itron for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Itron does not waive by the exercise of any rights hereunder), Itron shall be entitled to suspend the provision of any Services and/or delivery of any Equipment if Customer fails to pay any undisputed amounts when due hereunder and such failure continues for fifteen (15) days following written notice thereof.

4.6. No Setoff. Customer shall not withhold payment of any amounts due and payable under this Agreement by reason of any setoff of any claim or dispute with Itron, whether relating to Itron's breach, bankruptcy, or otherwise.

4.7. Taxes. All prices are exclusive of any taxes, however designated, including without limitation value added, sales and withholding taxes which are levied or based upon the prices, charges or upon this Agreement. Customer shall pay any taxes related to products and services provided pursuant to this Agreement (except for taxes based on Itron's net income) or shall present an exception certificate acceptable to all relevant taxing authorities. Applicable taxes shall, to the extent practical, be billed as a separate item on the invoice. The Parties agree to fully cooperate with one another regarding taxes and any related issues arising from this Agreement. Customer will reimburse Itron for sales and use tax liability assessed against Itron but rightfully owed by Customer arising from or related to transactions set forth herein.

5. Documentation. Subject to Customer's compliance with this Agreement, including payment of all applicable Fees, Itron hereby grants to Customer a non-exclusive, non-transferable, non-assignable, limited right to access and use the Documentation with the Services and Equipment for its internal business purposes in the Territory. Itron will make its standard Documentation available via download. Itron will provide Customer with download instructions.

6. Service Offerings

6.1. Access Rights and Restrictions.

6.1.1. Access Rights. Subject to Customer's compliance with this Agreement, including payment of all applicable Fees, Itron hereby grants to Customer, for the Subscription Term(s) purchased, a non-exclusive, non-transferable, non-assignable, limited right to access and use the Service Offering(s) for its internal business purposes in the Territory.

6.1.2. Restrictions on Use. Customer and its authorized users may not: (a) modify, translate or create derivative works of any Service Offering or related Documentation; (b) copy, reproduce, distribute, republish, download, display, post or transmit any portion of a Service Offering or related Documentation in any form or by any means; (c) sell, assign, transfer, lease or sublicense any Service Offering; (d) allow any third party, other than authorized users, to access any Service Offering or related Documentation without Itron's prior written consent; (e) use any Service Offering or related Documentation to provide services to third parties, or otherwise use any Service Offering on a "service bureau" or "timesharing" or subscription basis; (f) reverse engineer, disassemble, decrypt, extract or otherwise reduce any Service Offering to a human perceivable form or otherwise attempt to determine the source code or algorithms of any Service Offering (except to the extent the foregoing restriction is expressly prohibited by applicable law); (g) infringe any of Itron's or its providers' Intellectual Property Rights; (h) publicly publish the results of any benchmark tests run on any Service Offering; (i) use any Service Offering or related Documentation to engage in any fraudulent, illegal or unauthorized act; (j) introduce into or transmit through any Service Offering any material containing software viruses, worms, trap doors, back doors, Trojan horses or other harmful or malicious computer code, files, scripts,

agents or programs; (k) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of Itron's or its providers' Intellectual Property Rights, whether such notice or indications are affixed on, contained in or otherwise connected to a Service Offering; (l) attempt to gain unauthorized access to a Service Offering or Itron's or its providers' systems or networks; (m) merge any Service Offering with any other product or service without Itron's prior written consent and the payment of any additional fees; (n) access or use any Service Offering or related Documentation to build or support, and/or assist a third-party in building or supporting, products or services competitive to Itron or its providers; or (o) use robots, bots, spiders, or other automated means to access or use any Service Offering.

6.1.3. Content Restrictions. Customer may not distribute, download, or place on any Itron or its providers' website or Server, or use with any Service Offering, any content that: (a) Customer knows or has reason to believe infringes the Intellectual Property Rights of any third party or violates any rights of publicity or privacy; (b) violates any applicable law, statute, ordinance; (c) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; or (d) is obscene, pornographic or indecent (items (a) – (d) are collectively referred to as **"Prohibited Content"**). Itron reserves the right to remove any Prohibited Content from the Server without prior notice to Customer. To the extent not prohibited by law, Customer will indemnify, defend and hold Itron and its providers harmless for any claims, liabilities, losses, causes of action, damages, settlements, and costs and expenses (including, without limitation attorneys' fees and costs) arising from any third-party claims related to or generated by any Prohibited Content distributed, downloaded, or placed on any Itron or its providers' website or Server or used with any Service Offering by Customer.

6.2. Breach of Restrictions. Customer's breach of the restrictions set forth in [Section 6.1.2](#) ("Restrictions on Use") or [Section 6.1.3](#) ("Content Restrictions") shall constitute a material breach of this Agreement and shall result in revocation and immediate suspension or termination, as determined by Itron in its sole discretion, of all rights and licenses granted under this Agreement with respect to the Service Offerings. Revocation does not preclude Itron from pursuing any legal and equitable remedies for Customer's breach of these restrictions.

6.3. SaaS Software Availability. Itron will endeavor to make the SaaS Software available to Customer through the Service Offering(s) purchased by Customer at least 99.5% of the time, excluding any downtime resulting from maintenance or circumstances beyond Itron's reasonable control.

6.4. Third-Party Radio Devices. Customer may use a Service Offering to collect Customer Data from Endpoints equipped with radio communication devices not manufactured or provided by Itron ("Third-Party Radio Device"). Itron makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, and fitness for use, merchantability, condition, quality, performance or non-infringement of, and disclaims all liability with respect to, Third-Party Radio Devices. Without limiting the foregoing, Itron shall have no liability (a) if a Third-Party Radio Device is not responding or communicating or (b) for unread Endpoints due to defective or unreachable Third-Party Radio Devices. Customer shall contact the supplier of such device for support.

6.5. Sizing of Software-as-a-Service. Itron will size Service Offerings, Servers, and systems for Customer's specific deployment. System sizing depends upon the Service Offering and types of devices and sensors and may be a factor in determining Subscription Fees. Sizing criteria may include number of system endpoints, number of network devices, residential meter configuration, commercial and industrial meter configuration, desired data collection intervals, storage duration for historical data, and the number of concurrent and total users of the application. Any sizing changes during a Subscription Term will require a written agreement of the Parties and may result in a change in Subscription Fees.

6.6. Application Upgrade and Fixes. SaaS Software is updated regularly using a continuous delivery method.

6.7. Conditions on Use of Service. Customer will use of the Service Offerings only in accordance with the Documentation, this Agreement, and applicable laws and government regulations. The rights of any user to access and use the Service Offerings cannot be shared or used by more than one individual (unless such license is reassigned in its entirety to another authorized user), and Customer shall make every reasonable effort to prevent unauthorized third parties from accessing the Service Offerings.

6.8. Suspension or Restriction of Service. Itron may suspend or restrict all or part of the Service Offerings at any time to protect the integrity and functionality of the Software, Servers, platforms, and systems, or for a breach of [Section 6.1.2](#) ("Restrictions on Use"), [Section 6.1.3](#) ("Content Restrictions") or [Section 6.7](#) ("Conditions on Use of Service"), until such breach is cured to Itron's reasonable satisfaction.

6.9. Incident Management. Itron will provide Customer support and incident and problem management services, which include responding to alerts, tracking the issue, troubleshooting the problem and escalating to Itron subject matter experts or third-party providers.

6.10. Customer Technical Responsibilities. Customer is responsible for selecting, acquiring, securing and maintaining all equipment and ancillary services needed to connect to, access, or otherwise use and maintain compatibility with the Service Offerings, at Customer's sole expense. For the avoidance of doubt, Customer is responsible for providing WAN connectivity.

6.11. User IDs and Passwords. Itron shall provide Customer with a user identification and password ("User ID") to access each Service Offering. Customer shall be solely responsible for all use of Customer's subscriptions and accounts. Customer shall maintain the confidentiality of all User IDs assigned to or created by Customer. User IDs may not be shared or used by more than one user.

6.12. Maintenance. System maintenance, whenever reasonably practicable, will be performed during off-business hours based on the regions covered by the Service Offering. Itron will minimize Service Offering disruptions to the extent reasonably practical.

6.13. Business Continuity and Disaster Recovery. Itron uses streaming replication to keep a hot failover database always available, with automatic switch over in the event of failure. Application data is automatically backed up every night. All incidents requiring system recovery will be required to adhere to Itron's incident management policy and related standard operating procedures. BUSINESS CONTINUITY: RPO = 72 hours; RTO = 5 business days.

6.14. Recovery of Customer Data. Prior to the end of the Subscription Term, or earlier termination of this Agreement or applicable Order Document, (the "**Recovery Request Deadline**") Customer may request to Itron in writing to recover system data relating to this Service Offering ("**Recovery Request**"). Provided that Itron has received the Recovery Request from Customer prior to the Recovery Request Deadline, Itron will maintain Customer's access to this Service Offering for a period of three (3) months from Recovery Request Deadline (the "**Recovery Period**"), for the sole purpose of enabling Customer to retrieve the following system data: access account information, meter details, history of index reading data and photographs. Customer may, at no additional cost, export said system data in the standard file format used by this Service Offering, or the format already supported by this Service Offering. At the end of the Recovery Period, the system data will be permanently deleted and will no longer be recoverable. Notwithstanding the foregoing, if Customer fails to pay undisputed amounts due, Itron will have no obligation to maintain system data or Customer's access to this Service Offering following the Recovery Request Deadline. Itron may restore system data (if recoverable) and reinstate Customer's access to this Service Offering upon payment of Itron's then current reinstatement fee.

7. Mobile Device Software License.

7.1. License Grant. Subject to the terms of this Agreement, Itron grants Company a limited, non-exclusive, and non-transferrable license to download, install, and use the Mobile Device Software on Itron-approved mobile devices owned or otherwise controlled by Customer (each a "**Mobile Device**") strictly in accordance with the Documentation.

7.2. License Restrictions. Customer shall not: (a) copy the Mobile Device Software; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Mobile Device Software; (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Mobile Device Software or any part thereof; (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Mobile Device Software, including any copy thereof; or (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Mobile Device Software, or any features or functionality of the Mobile Device Software, to any third party for any reason.

7.3. Updates. Itron may from time to time in its sole discretion develop and provide Mobile Device Software updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “Updates”). Based on Customer’s Mobile Device settings, when Customer’s Mobile Device is connected to the internet either: (a) the Mobile Device Software will automatically download and install all available Updates; or (b) Customer may receive notice of or be prompted to download and install available Updates. Customer shall promptly download and install all Updates and acknowledge and agree that the Mobile Device Software, the Service Offering, or portions thereof may not properly operate should Customer fail to do so. Customer further agrees that all Updates will be deemed part of the Mobile Device Software and be subject to all terms and conditions of this Agreement.

7.4. Compatible Mobile Devices. Mobile Device Software is designed to work in connection with Mobile Devices that meet Itron minimum requirements. Itron will provide the minimum specifications to Customer. Itron is not required to make Mobile Device Software work with any other mobile devices.

7.5. Disclaimer of Liability. Mobile Device Software requires Internet connectivity, which Customer is solely responsible for procuring. Itron accepts no responsibility for any internet services failure, Mobile Device failure, or for any loss or damage of any kind caused by such failure.

8. Equipment

8.1. Ordering, Lead Time & Ship Date. Scheduled shipping dates will be assigned by Itron as close as possible to Customer’s requested date based on Itron’s then-current lead times for the Equipment. Upon Customer’s request, Itron will communicate current lead times. Itron will also communicate scheduled shipping dates in the order acknowledgment or on Itron’s customer portal.

8.2. Order Cancellation & Rescheduling. Purchase Orders for Equipment may not be canceled or rescheduled by Customer, unless agreed to by Itron.

8.3. Shipment, Title & Risk of Loss. Shipping terms are set forth in the applicable Pricing Summary to this Agreement (the “Shipping Terms”) and shall be included by Customer on each Purchase Order for Equipment. Unless otherwise provided in the Shipping Terms, Customer is responsible for making shipping arrangements, and will bear the cost of transporting Equipment, from the place of origin to the place of destination, title and risk of loss shall transfer from Itron to Customer, and delivery shall be deemed to have occurred, upon release to the first carrier, except for cross-border shipments in which case title shall transfer from Itron to Customer upon completion of export clearance.

8.4. Itron Equipment Warranty. Itron warrants solely to Customer that Itron Equipment will be free from defects in materials and workmanship and will conform in all material respects to the applicable Itron published specifications for one (1) year following the original shipment date. As Customer’s sole and exclusive remedy for a breach of the foregoing warranty, Itron will, at its option and expense: (i) repair or replace faulty Itron Equipment under warranty after it has been returned to an Itron-designated repair facility during the Warranty Period in accordance with Itron’s then current RMA policy and procedures, (ii) provide Customer with a Firmware or software fix to correct the nonconformity, or (iii) if Itron determines (in its reasonable judgment) that it is unable to provide a remedy specified in item (i) or (ii) of this section, Itron will provide Customer with a depreciated refund of the purchase price for the applicable Itron Equipment. Customer will pay the cost of returning Itron Equipment to the Itron designated repair facility and Itron will pay the cost of returned repaired or replacement Itron Equipment to Customer. Customer is responsible for any labor costs associated with removal or reinstallation of Itron Equipment. Repaired and replacement Itron Equipment will be warranted for the remainder of the Warranty Period, or sixty (60) days from the ship date of the repaired or replaced Itron Equipment, whichever is longer.

8.5. Itron Equipment Warranty Exclusions. The above warranty does not cover Itron Equipment in poor operating condition due to: (a) changes made to Itron Equipment without Itron’s prior written consent; (b) use with cables, mounting kits, antennas, battery backups and other devices, third party software or firmware that Itron has not provided to Customer or approved in writing for use with Itron Equipment; (c) Customer’s or a third party’s misuse, abuse, negligence, or failure to install, test, handle or operate Itron Equipment in accordance with its Documentation; (d) a Force Majeure event; or (e) incorrect data, or data entry or output by

Customer or a third party not under Itron's control. Additional warranty exclusions for specific Itron Equipment may be specified in the attached Itron Equipment Warranty Table. Customer may request that Itron repair Itron Equipment damaged by any of the foregoing; if Itron agrees to make such repairs, Customer may be charged additional Fees.

8.6. Third-Party Equipment Warranty. Itron is not the manufacturer of the Third-Party Equipment and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, quality, performance or non-infringement of Third-Party Equipment. Third Party Equipment shall be subject to any warranties provided by the Third-Party Equipment manufacturer. Itron will pass through to Customer, or make commercially reasonable efforts to enforce on Customer's behalf, any warranties and remedies received from the Third-Party Equipment manufacturer.

8.7. Economic Surcharge. For Equipment only, Itron may, from time-to-time upon written notice to Customer, issue surcharges on new and/or unfulfilled Purchase Orders to offset material increases in Itron's associated costs arising from: (i) unusual foreign currency exchange variations; (ii) impacts of duties, tariffs, and other government actions; and (iii) any other macroeconomic circumstances outside of Itron's reasonable control ("Economic Surcharges"). Itron will provide Customer with advance notice of any Economic Surcharges.

9. Maintenance Services

9.1. Primary Services Contacts.

9.1.1. Designation by Customer. Customer shall designate a minimum of one and not more than two Primary Services Contacts for each Covered Product line, to serve as administrative liaisons for all matters pertaining to Maintenance Services for such Covered Product line and shall provide their contact information to Itron's customer account representative. Primary Services Contacts shall promptly report problems with Covered Products by submitting a Service Request for entry into Itron's support tracking system. Although it is Customer's sole right to choose its Primary Services Contacts, Customer and Itron acknowledge that each Primary Services Contact must have the appropriate technical skills and training for the position. If Customer replaces a Primary Services Contact, Customer will provide updated contact information to Itron's customer account representative, and the new Primary Services Contact will be properly trained prior to interfacing with Itron support personnel.

9.1.2. Training of Principal Services Contacts. Before a Primary Services Contact interfaces with Itron support personnel, he/she will attend training sessions offered by Itron, an Itron-approved trainer, or Customer's training program approved by Itron to ensure that the Primary Services Contact is (i) knowledgeable about operation of the applicable Covered Products, and (ii) qualified to perform problem determination and remedial functions with respect to such Covered Products. Customer may perform Itron-approved training or may engage Itron to perform training of Primary Services Contacts at Itron's then current rates. Itron will make training sessions available by remote video conference or training will be made available at a location or in a manner mutually agreed by the Parties. Customer shall be responsible for all Customer's associated travel-related expenses and, if the Parties agree that training will be provided at a location other than an Itron-designated facility (e.g., at a Customer-proposed facility), Customer will also reimburse Itron's travel-related expenses. The Primary Services Contacts must have the skills and capabilities to train other Customer personnel on Covered Products. Itron may update Covered Product training from time to time and, upon receiving notice of such updates from Itron, Customer shall promptly provide such training to its Primary Services Contacts in accordance with this Section.

9.2. Global Support Services & Service Requests.

9.2.1. Global Support Services. Itron will make support representatives available to provide technical support during its then current normal business hours as set forth in the Product Contact Information Sheet included within the Client Services Guidelines Document. Global Support Services include troubleshooting & problem diagnosis relating to Covered Products; release or system management consulting; and recommendations for fully utilizing Covered Products. Customer acknowledges and agrees that Global Support Services are not intended as a substitute for training of Customer personnel, field support, or Itron professional services. Nor will Customer use Global Support Services in lieu of having qualified and trained support personnel of its own.

9.2.2. Service Request Process. Customer shall submit Service Requests in the manner required by the Client Services Guidelines Documents and Service Levels. Customer may submit Service Requests on a 24/7/365 basis and Itron will respond to such Service Requests in accordance with the Service Levels. When Customer submits a Service Request, Customer will reasonably assess its urgency according to the appropriate Severity Level in Attachment A to this Agreement. Itron will designate the initial Severity Level and the Parties will resolve any perceived gap regarding the Severity Level designation as soon as is reasonably practical.

9.2.3. Field Support. At Customer's request, and Itron's approval, Itron will dispatch support personnel to Customer's location to provide onsite Global Support Services ("*Requested Field Support*") related to a reported problem which cannot be addressed remotely. Requested Field Support will be billed at Itron's then-current rates, and Customer will reimburse Itron's travel-related expenses, unless the cause of the reported problem is found to be the fault of Itron.

9.3. Software Maintenance

9.3.1. Fixes. Itron shall provide Fixes in accordance with the Service Levels. Itron's obligations with respect to Service Levels are contingent upon Customer (i) devoting the same level of effort to resolving the Error as is required of Itron, (ii) responding to requests made by Itron within the applicable Response Time, (iii) assigning only qualified personnel to help Itron address the Error, and (iv) providing all information, access, and assistance reasonably requested by Itron to address the Error.

9.3.2. Improvements. Itron shall provide Improvements, if any, at no charge to Customer if such Improvements are made within the current product specifications and are made available to Itron customers generally at no charge. Improvements created as new add-on modules/features and not part of the products original specifications, will be created at Itron's discretion and will be billable at Itron's then current rates. Access to new add-on modules may also require additional licensing and subscription fees.

9.3.3. Exclusions. Itron shall have no obligation to provide Maintenance Services for, or liability to Customer for Software adversely affected by (i) use of Software by anyone other than Itron in combination with software, equipment, or communications networks not referenced in the Documentation as being compatible with the Software; (ii) failure to perform customer responsibilities describe in this Agreement, (iii) viruses introduced through no fault of Itron.

9.3.4. Customer Responsibilities. Customer will support Itron investigation and restoration efforts as defined in the Service Level table and will act upon / implement support solutions and workarounds recommended by Itron in a timely fashion. When escalating a Service Request with Itron, Customer's Primary Service Contact shall collect and provide all data logs, findings, analysis, and any relevant forensic information pertaining to the issue as outlined in Client Services Guideline Documents.

9.4. Equipment Maintenance.

9.4.1. Preventive and Corrective Maintenance. Upon receipt of an item of Covered Itron Equipment, Itron shall (i) perform preventative Maintenance Services necessary to maintain the Covered Itron Equipment in Operating Condition, and (ii) diagnose and correct any failure in the Covered Itron Equipment as necessary to meet Operating Condition, excluding minor cosmetic deficiencies such as blemishes, dents or scratches.

9.4.2. Maintenance Procedures. Customer shall initiate a request for Maintenance Services for Covered Itron Equipment by delivering the Covered Itron Equipment to the applicable Itron Certified Repair Center identified on the Itron Equipment Repair Table. Return of Covered Equipment shall be at Customer's expense and in accordance with Itron's then-current Return Material Authorization ("RMA") procedures. Upon receipt of Covered Itron Equipment (with the required information) under Itron's RMA procedures, Itron shall assess the item to determine (a) whether it is in fact Covered Itron Equipment and (b) whether the maintenance requested is included within the Maintenance Services ordered by Customer and not otherwise excluded from coverage. If the returned equipment is determined to be Covered Itron Equipment and the maintenance requested is included in the Maintenance Services ordered by Customer, Itron shall provide the applicable Maintenance Services and return the item of Covered Itron Equipment to Customer at Itron's expense within the applicable turnaround time identified on the Itron Equipment Repair Table. If Itron determines that returned equipment is not Covered Itron Equipment or is excluded from the Maintenance Services ordered by Customer, then Itron will proceed in accordance with the estimation fees section below.

9.4.3. Exclusions. Covered Itron Equipment Maintenance Services do not include repairs related to: (i) damage due to accident, abuse, misuse, inadequate maintenance, problems caused by electrical power surges or acts of God outside of the tolerances set forth in the applicable published Itron specifications; (ii) service or repair processes (including installation or de-installation of equipment, parts, or firmware/software) not performed or authorized by Itron; (iii) use of parts, configurations or repair depots not certified or authorized by Itron; or (iv) Customer's failure to perform material Customer responsibilities in accordance with this Addendum, including caring for Covered Itron Equipment in accordance with applicable Documentation.

9.4.4. Estimation Fees. Itron will provide Customer with a price quote for the estimated cost (including current inspection fees), including labor, materials and shipping, for any repairs to equipment that are requested, which Itron determines are excluded from or not included within the Maintenance Services ordered by Customer. If Customer elects not to proceed with the requested repair, Itron will return the item of equipment at Customer's expense and Itron may charge Customer its then-current inspection fee.

9.4.5. Adding/Restoring Equipment to Maintenance Services. Following the Effective Date, additional Covered Itron Equipment purchased by Customer, of a similar type and model already covered under this Agreement, shall automatically be deemed to be Covered Itron Equipment following the M&S Commencement Date. If Customer declines or discontinues Maintenance Services for any Covered Itron Equipment and thereafter wishes to add or restore such equipment as Covered Itron Equipment, Itron may, prior to such equipment being included as Covered Itron Equipment, inspect such equipment at Itron's then current rates to determine whether it is in Operating Condition and/or charge Itron's then current re-certification fee, in addition to prorated Equipment Maintenance Fees for the then-current Billing Cycle (the "Re-initiation Costs"). At Customer's request, Itron will provide Customer with a quote for estimated Re-initiation Costs for equipment that Customer wishes to add or restore as Covered Itron Equipment under this section.

9.4.6. Equipment Responsibilities. Itron shall make available, and Customer shall obtain, a copy of the Documentation for Covered Itron Equipment and Customer will be responsible to perform preventive maintenance for each such item in accordance with such Documentation. Customer shall also keep accurate records of Covered Itron Equipment serial numbers and locations to assist Itron with performing Maintenance Services.

9.4.7. Support for Third Party Equipment. Itron shall provide first tier Global Support Services for Third Party Covered Equipment by handling all Customer inquiries, attempting to identify the component involved in the problem and obtaining appropriate documentation of such inquiry or problem. In addition, Itron shall make commercially reasonable efforts to facilitate Customer's receipt of maintenance and support for such Third-Party Covered Equipment consistent with the third-party maintenance terms made available to Customer by Itron. Notwithstanding anything else to the contrary, Itron's sole obligation under this Addendum with respect to Third Party Covered Equipment shall be as set forth in this section.

9.5. End of Support. Itron may discontinue Maintenance Services for any Covered Itron Equipment, effective as of the end of the applicable Billing Cycle, by giving Customer written notice of such discontinuance no less than one hundred eighty (180) days prior to the end of such Billing Cycle. The end of support date for a Covered Third-Party Equipment shall be the date specified by the applicable third-party service provider, which date will be promptly communicated by Itron to Customer following the date of receipt. If the end of support date is scheduled within a subsequent Billing Cycle, Equipment Maintenance Fees for that subsequent Billing Cycle will be pro-rated through the end of support date. At Customer's request, Itron may elect to provide custom support for Equipment for which Maintenance Services have been discontinued at Itron's then-current rates. Unless otherwise agreed by the Parties in accordance with the foregoing sentence, Itron shall have no obligation to provide Maintenance Services with respect to Equipment for which Itron has discontinued Maintenance Services. Periodically, Itron will make available product plan publications, including product information letters (PIL), product newsletters or written technology roadmaps which outline Itron's general plans for continued support and end of support of applicable Covered Products. Product publications are used as general guidelines for Customer communications and planning, which may be updated from time to time.

10. Warranty Disclaimer. EXCEPT FOR THE LIMITED ITRON EQUIPMENT WARRANTIES SET FORTH IN SECTION 8.4 ("ITRON EQUIPMENT WARRANTY"), ITRON MAKES NO WARRANTY OF ANY KIND RELATING TO SERVICES AND EQUIPMENT AND DISCLAIMS

ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT, AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. ITRON AND ITS SUPPLIERS DO NOT WARRANT OR REPRESENT THAT SERVICES OR EQUIPMENT WILL BE FREE FROM BUGS, ERRORS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE. ITRON ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION VIA CUSTOMER OR THIRD PARTY WAN, CELLULAR OR OTHER PUBLIC COMMUNICATIONS OR BROADBAND SYSTEMS (INCLUDING OUTAGES, DISCONTINUANCE, DEVICE NON-REACHABILITY, LOSS OR INACCURATE READING) OR FOR ANY CONSEQUENCES, LOSSES, OR DAMAGES ARISING FROM CHANGES MADE BY CUSTOMER TO THE CONTENT OR PROGRAMMING OF EQUIPMENT (UNLESS CAUSED BY A DEFECTIVE PRODUCT). THESE DISCLAIMERS WILL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER THIS AGREEMENT.

11. Intellectual Property.

11.1. Reservation of Intellectual Property. Subject to the limited rights expressly granted by Itron to Customer under this Agreement: (i) Itron reserves all rights, title and interest in and to all of its Intellectual Property, and (ii) as between the Parties, Itron owns all rights, title and interest in and to its Confidential Information and the products, services and related deliverables provided by Itron under this Agreement. Subject to the limited rights expressly granted by Customer to Itron under this Agreement, Customer reserves all rights, title and interest in and to all of its Intellectual Property, and (ii) as between the Parties, Customer owns all right, title and interest in and to its Confidential Information and Customer Data. All rights, titles, and interests not specifically and expressly granted by either Party hereunder are hereby reserved.

11.2. Customer Suggestions. Itron shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into any products and services any suggestions, enhancement requests, recommendations or other feedback provided by Customer.

12. Third-Party Claims.

12.1. General Against Customer. Itron will defend Customer against any Claim, and will pay for the resulting costs and damages finally awarded against Customer to the third-party claimant by a court of competent jurisdiction or agreed to in settlement by Itron, arising from or related to: (i) personal bodily injury, death, or damage to tangible personal property or real property, to the extent caused by the negligence of Itron, or (ii) infringement, misappropriation or violation of any third-party Intellectual Property within the Territory by any products or services developed by Itron and provided to Customer under this Agreement. If Itron receives notice of an alleged infringement by any products or services, or if Itron reasonably believes that an infringement Claim is likely, Itron may stop delivery of the affected products or services without liability for failure to deliver them. Itron will have the right, at its sole option, to obtain the right for Customer to continue use of the affected products or services, or to replace or modify the affected products or services so that they are no longer alleged or believed to infringe, if it can be done without significant loss of functionality. If neither of the foregoing options are available to Itron on commercially reasonable terms, Itron may terminate Customer's use of the affected products or services without further liability under this section, in which case Itron will refund to Customer the depreciated value of the affected product and any prepaid unused portion of the affected service.

Itron will have no obligation under Section 12.1(ii) for any Claim arising from or related to: (a) the combination, operation or use of any product or service provided by Itron with any product or service not provided by Itron, (b) any modification to products or services made either without Itron's prior written consent or by a person other than Itron or an authorized representative of Itron, (c) failure to use updated or modified products or services as provided by Itron, (d) any use of any release of Itron software or any firmware other than the most current release made available to Customer, (e) any use of products or services not in accordance with this Agreement and applicable Documentation, (f) Itron's compliance with any designs, specifications, or instructions provided by Customer, or (g) any use of any wireless or satellite data services

12.2. Claims Against Itron. Customer will defend Itron against any Claim, and will pay for the resulting costs and damages finally awarded against Itron to the third-party claimant by a court of competent jurisdiction or agreed to in settlement by Customer, arising from or related to: (i) personal bodily injury, death, or damage to tangible personal property or real property, to the extent

caused by the negligence of Customer, (ii) infringement, misappropriation or violation of any third-party Intellectual Property within the Territory by any Customer Data or other content or information provided by Customer to Itron, (iii) any privacy or data security law related to Customer's provision of Customer Data to Itron, or (iv) Customer's use of products or services not in accordance with this Agreement and applicable Documentation.

12.3. Conditions to Defense. As a condition to the Defending Party's obligations under Section 12.1 or Section 12.2 above, the Defended Party must: (i) promptly notify the Defending Party in writing of the Claim, (ii) give the Defending Party all reasonably requested information and assistance in connection with the Claim in a timely manner, and (iii) give the Defending Party the sole right to control the defense and settlement of the Claim. The Defending Party shall not enter into any settlement of a Claim against a Defended Party without the Defended Party's prior written consent unless: (a) there is no admission of fault of the Defended Party, (b) there is no injunctive or other non-monetary relief against the Defended Party, and, (c) the settlement includes the claimant's or plaintiff's release of the Defended Party from all liability relating in any way to the Claim.

12.4. Exclusive Remedy. THIS SECTION 12 CONSTITUTES EACH PARTY'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST THAT PARTY.

13. Customer Data and Deidentified Data. Each Party shall comply with applicable data protection laws relating to Customer Data and implement and establish reasonable security measures for the protection and retention of Customer Data. To the extent Customer Data includes Personally Identifiable Information, and Itron processes such Customer Data on behalf of Customer as part of the services provided by Itron under this Agreement, the Parties will comply with the Itron Data Processing Agreement (the "Data Processing Agreement"). The Data Processing Agreement is available at <https://www.itron.com/legal/privacy/contracts>, is incorporated herein by reference, and will remain in force during the term of this Agreement.

Customer hereby grants Itron a non-exclusive, royalty-free, perpetual, worldwide license to copy, modify, use, sublicense, distribute, display, create derivative works of all Customer Data for the purposes of: (i) providing products and services to Customer, (ii) testing, troubleshooting, and optimizing performance and quality of Itron's products and services, and (iii) generating, storing, distributing, and using Deidentified Data for any lawful purpose. Itron will use reasonable methods, such as anonymization and aggregation, that are designed to ensure that Deidentified Data cannot be associated with any consumer or household, and shall use Deidentified Data only for analysis, reporting, program management, to maintain, improve, and develop its products and services, and other lawful purposes. Itron shall not attempt to reidentify any such Deidentified Data except as necessary to determine that its deidentification processes satisfy the requirements of this Section. Itron's use of Deidentified Data shall not conflict with Itron's obligations under this Agreement.

Customer warrants that: (a) it has the legal right and authority to grant Itron the license rights described above, and (b) Itron's exercise of such rights in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligation between Customer and any third-party.

14. Confidentiality. Each Party receiving, possessing, accessing or otherwise acquiring Confidential Information of the other Party acknowledges that the disclosing Party's Confidential Information is the property of and confidential to, or a trade secret of, the disclosing Party. The receiving Party: (a) must keep the disclosing Party's Confidential Information confidential and may not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the disclosing Party's prior written approval; (b) must take all reasonable steps to secure and keep secure all disclosing Party's Confidential Information coming into its possession or control; (c) may not disclose any Confidential Information to anyone other than the receiving Party's employees, agents, contractors or subcontractors and professional advisors, or those of its Affiliates, who have a need to know such Confidential Information; (d) must use the Confidential Information solely for purposes related to the subject matter of this Agreement or for potential future commercial transactions between the Parties not otherwise covered by a separate agreement; and (e) must ensure that any person to whom it discloses Confidential Information in accordance with this provision is subject to binding confidentiality obligations that are at least as restrictive as those set forth in this Agreement.

15. Termination. Either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings, or (ii) commits a material breach of this Agreement that remains uncured for thirty (30) days following delivery of written notice of such breach. Any notice of breach must specify (a) the nature of the breach, and (b) the specific act or acts that the non-breaching Party contends would correct such breach. For the avoidance of doubt, Customer's failure to pay invoices timely will be deemed a material breach of this Agreement.

16. Survival. The following sections of this Agreement shall survive termination or expiration of this Agreement: 1 ("Definitions"), 3 ("Term"), 4 ("Fees, Invoicing, Taxes and Payment"), 10 ("Warranty Disclaimer"), 11 ("Intellectual Property"), 14 ("Confidentiality"), 16 ("Survival"), 17 ("Limitation of Liability"), 18 ("Disputes"), 19 ("Governing Law"), and 25 ("Miscellaneous").

17. Limitation of Liability. Except for Customer's violation of Itron's Intellectual Property Rights, neither Party will be liable to the other Party for any consequential, indirect, special, incidental, punitive or exemplary damages arising out of this Agreement or products or services provided hereunder (including, but not limited to, damages for loss of data, goodwill, profits other than amounts payable by Customer to Itron hereunder, investments, use of money or facilities; interruption in use or availability of data; stoppage of other work or impairment of other assets), whether or not foreseeable and even if such Party has been advised of the possibility of such damages. Except for Customer's payment obligations hereunder or violation of Itron's Intellectual Property Rights, neither Party's total, aggregate liability to the other Party arising out of or related to this Agreement or any products or services provided hereunder shall exceed the amounts paid and payable by Customer under the applicable Order Document or Statement of Work during the twelve month period immediately preceding the date upon which the liability arose, regardless of whether any action or claim is based on contract, warranty, indemnity, negligence, strict liability or other tort or otherwise.

18. Disputes. The Parties shall resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a "Dispute") in accordance with this Section. A Party shall send written notice to the other Party of any Dispute ("Dispute Notice"). The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within thirty (30) Business Days after one Party delivers the Dispute Notice to the other Party, either Party may, by written notice to the other Party ("Escalation to Executive Notice"), refer such Dispute to the executives of each Party designated by such Party in a written notice to the other Party ("Executive(s)"). If the Executives cannot resolve any Dispute during the period ending thirty (30) Business Days after the date of the Escalation to Executive Notice (the last day of such time period, the "Escalation to Mediation Date"), either Party may submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties. If the Parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either Party to agree to enter into mediation or agree to any settlement proposed by the mediator, within sixty (60) Business Days after the Escalation to Mediation Date, either Party may initiate legal proceedings in a court of competent jurisdiction. Notwithstanding the foregoing, nothing in this Section shall be construed as preventing a Party from seeking available equitable relief, including without limitation, specific performance and injunctive relief in a court of competent jurisdiction.

19. Governing Law. This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the jurisdiction where Customer's primary business address is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

20. Legal Compliance. Each Party must comply with all applicable laws. Itron's products and services delivered under this Agreement are subject to the U.S. Export Administration Regulations ("EAR"; 15 CFR part 730 et seq.) and any applicable laws and regulations of the particular country to which such items are shipped or received. Customer shall comply with all applicable export control laws and

shall not cause, directly or indirectly, the export, re-export, or transfer of any such items or services to destinations or persons without obtaining any required prior authorization from the U.S. Government and any other applicable local authorities. Customer shall not do anything to cause Itron to violate such export control laws, including, but not limited to, requesting support for a product that has been unlawfully re-exported or requesting delivery of a product or service intended for a U.S. sanctioned region or person. Each party represents that it is not listed on a U.S. Government restricted party list for export control or trade sanctions purposes, and is not 50% or more owned, in the aggregate, by one or more restricted parties. Customer shall maintain any required export records related to Itron's products or services and make such records available to Itron upon request. The Parties must comply with all anti-bribery laws and may not make any payments or transfer any item of any value for the purpose of bribing any individual or group, or accepting or participating in any extortion, kickbacks, or other unlawful or improper means to obtain business related to this Agreement or products and services orderable under this Agreement.

21. Publicity. Neither Party may issue a press release related to this Agreement or their relationship without the other Parties' prior written consent. The Parties will create and approve for publication a press release announcing their relationship under this Agreement. Itron may use Customer's name and logo as a part of Itron's normal marketing materials.

22. Sub-contractor and Outsourcer. Itron may hire, engage, or retain the services of one or more subcontractors and/or outsourcing providers to perform any or all of its obligations related to its product development, network operations, and/or any portion of services provided under this Agreement. Subcontractors and outsourcing providers that have access to Customer Data will be bound by written obligations of confidentiality and data security requirements as restrictive as those required under this Agreement.

23. Independent Contractor. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. The Parties are independent contractors. Neither Party has any authority to act on behalf of, or to bind the other to any obligation.

24. Force Majeure. Neither Party (the "Impacted Party") shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for Customer's obligations to make payments to Itron under this Agreement), when and to the extent such failure or delay is caused by or results from acts or omissions (whether in effect on or after the Effective Date of this Agreement) beyond the Impacted Party's reasonable control and without the Impacted Party's negligence, including, without limitation: (a) acts of God; (b) severe weather, flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) changes in applicable laws or regulations; (e) embargoes or blockades; (f) action or inaction by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages, or slowdowns or other industrial disturbances; (i) shortage of adequate materials, qualified labor, power or transportation; (j) epidemics, pandemics or quarantines; and (k) other similar or dissimilar circumstances outside the Impacted Party's reasonable control and without the Impacted Party's negligence (each a "Force Majeure").

25. Miscellaneous. (a) If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction or arbitration panel, such provision will be deleted and the remaining terms will be construed so as to give maximum lawful effect to any such deleted terms. (b) Section numbers and captions are provided for convenience of reference and do not constitute a part of this Agreement. Any references to a particular section of this Agreement will be deemed to include reference to any and all subsections thereof. (c) No waiver by either Party of any breach under this Agreement will constitute a waiver of any other breach. (d) This Agreement is not made for the benefit of any third parties. (e) All notices under this Agreement must be sent to such other address as such Party has notified the other in writing, will be effective on the date received (unless the notice specifies a later date) and must be sent by a courier service that confirms delivery in writing, or by certified or registered mail, postage prepaid, return receipt requested. All communications and notices to be made or given pursuant to this Agreement must be in English. (f) Customer may not assign this Agreement or any of its rights hereunder without Itron's prior written consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns, but any assignment in violation of this provision will be void.

26. Cellular AMI Use Restrictions.

26.1. Limitations. Customer's use of Cellular AMI (Water & Gas) shall be permitted as follows:

26.1.1. Conventional AMI Use Cases. Unless otherwise approved in writing by Itron in accordance with Section 26.1.2 below, Customer will use Cellular AMI (Water & Gas) only for the following conventional AMI use cases: (a) up to four reads per day of the following available read types: no more than twice daily retrieval of interval data, daily reading of meter registers, on-demand reads, meter pings, and (b) up to five Firmware upgrades for the life of the Endpoint. Usage beyond conventional use cases could result in premature battery failure.

26.1.2. New Use Cases. If Customer requests additional use cases, Itron or its designee will review any request for new use cases, study the impact on network capacity and functionality and render a decision within 90 days of the request. Itron reserves the right to charge additional fees for any new use cases.

27. Service Levels.

This Section 27 sets forth the read rate service levels for Cellular AMI (Water & Gas). The read rate service level commitments are outlined below and are contingent upon Customer's purchase of (and ongoing right to receive) Cellular AMI (Water & Gas) in accordance with this Agreement. The service level commitments do not apply to pilot deployments of Cellular AMI (Water & Gas).

27.1. Service Level Definitions. The following defined terms are applicable to Cellular AMI (Water & Gas) service levels:

Available Endpoint is an Endpoint that meets the following criteria: (a) the Endpoint has been properly installed, operated, and maintained according to Itron published policies and procedures; (b) Customer has provided all necessary and correct information for Itron to properly provision the Endpoint in Itron's data collection platform; (c) adequate cellular coverage signal quality is measured, as defined by applicable product specifications; (d) cellular coverage is not affected by temporary or permanent obstructions or other conditions outside of Itron's control; (e) there are no wireless carrier interruptions or gaps in cellular coverage. An Endpoint will not be considered an Available Endpoint under any of these conditions: (1) if an exception is detected by Itron or reported by Customer, but the exception cannot be resolved remotely, or (2) the Endpoint is under field investigation.

Billing Window means a rolling three-day period during which register read data is collected.

Billing Window Read Rate means the percentage of Available Endpoints from which register read data has been collected by Temetra during the Billing Window or the twenty-four (24) hours immediately preceding the Billing Window.

27.2. Service Level Report. Itron will deliver a monthly service level report that identifies performance against service levels. If Itron does not meet a service level, the report will give the reason the service level was not achieved and describe the corrective actions taken.

27.3. Service Level Commitment. Provided Customer has paid all SaaS Subscription Fees, the average monthly Billing Window Read Rate of Available Endpoints during the Subscription Term of this Service Offering will meet or exceed 98.5%. Itron records and data will be the sole basis for all Billing Read Rate measurements and calculations.

27.4. Service Level Exclusions. Itron shall not be liable for failing to meet any service level commitment set forth in this Agreement to the extent such failure is attributable to any one or more of the following: (a) planned maintenance or scheduled upgrades; (b) an event designated by local, state or federal government authorities as a disaster triggering a disaster recovery and for a twenty-four (24) hour period after the resumption of service following such an event to allow the system to return to normal operating ranges; (c) suspension or restriction of service under Section 6.8 (Suspension or Restriction of Service); and (d) conditions beyond Itron's reasonable control, including but not limited to (i) failure of any backhaul between the Service Offering and the Endpoints, including any scheduled or emergency maintenance and upgrades to the backhaul network; (iii) failures in external Internet or VPN configurations not managed by Itron; (iv) a force majeure event; (v) false reports of unavailability as a result of outages or errors of any Itron measurement system; (vi) an act or omission of Your or any third party (other than Itron's contractors, subcontractors or suppliers), including security incidents caused by such act or omission; (vii) incident investigation or computer failures that could not reasonably have been prevented by Itron; (viii) failures of Your or third-party equipment, hardware, software, or services, communication links, or similar failures not provided by Itron; (ix) Your failure or delay in meeting Your obligations or performing tasks designated as Your responsibility in this Agreement; or (x) any warranty qualification or disclaimer set forth in Section 8.5 (Itron Equipment Warranty Exclusions) or Section 10 (Warranty Disclaimer) of this Agreement.

Attachment A

– Software Maintenance & Support Service Levels –

Severity Level	Response Times	Restoration Targets	Resolution Targets***	Escalation
Business Impact: Critical Impact / System Down. A Production System Error for which there is no work-around, which causes Software or a critical business function / process of said product to be unavailable such that system operation cannot continue. Example: a) Billing cannot be completed, b) Major documented function not working, c) System hung or completely down	During regular business-hours Itron will begin the Service Request process during Customer's initial call. During after-hour periods, Itron will respond to a critical support voice messages within 15 minutes by a return call to Customer, to validate receipt of the critical support call and begin the Service Request process. Following the start of the Service Request process Itron will respond to Customer's Service Request within two (2) business hours with an investigation response. Itron will update Customer at three (3) hour intervals during each day the Service Request remains unresolved, or as otherwise agreed by the Parties. Customer will respond to an Itron inquiry or request within three (3) hours.	Itron will make diligent efforts on a 24x7 basis, or as otherwise agreed by the Parties, to: i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) provide a workaround that restores Covered Firmware or Covered Software and downgrades the Severity Level to S2, S3, or S4. Customer's Support Staff must be available 24x7 to work cooperatively with Itron continuously until restoration is achieved. Restoration Target: 4 hours if Itron SaaS.	5 business days (for non-bug fixes) Root Cause Analysis (RCA): 30 business days	An unresolved Service Request shall be escalated to Itron management as follows: After 30 minutes: Technical Customer Support Team Lead After 8 hours: Manager, Technical Client Services After 16 hours: Director, Global Support Services After 48 hours: Service Request. Vice President, Services and Delivery After 72 hours: President, Itron
Severity Level 2* Business Impact: Major impact, degraded Operation. An Error other than a Severity Level 1	During regular business-hours Itron will respond to Customer regarding Service Request within one (1) business day.	Itron will make diligent efforts during normal business hours to: i) restore Covered	15 business days (for non-bug fixes) Root Cause	An unresolved Service Request shall be escalated to Itron management as follows:

Error, for which there is no work-around, which degrades or limits operation of major system functions causing Software to miss required business interface or deadlines. Software remains available for operation but in a highly restricted fashion. Example: a) Billing cannot be completed on time, b) Major function is operating outside documented timing / term, c) Software operating slow, missing data, data delivery, daily mission.	While Service Request remains unresolved, Itron will update the Customer and the Service Request at least every other business day, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within one (1) business day.	Firmware or Covered Software with a change to eliminate root cause, ii) provide a workaround that restores Covered Firmware or Covered Software and downgrades the Severity Level to S3 or S4. Restoration Target: 5 business days if Itron SaaS.	Analysis (RCA): Not Available	After 1 hours: Technical Customer Support Team Lead After 8 hours: Manager, Technical Client Services After 24 hours: Director, Global Support Services After 30 Days: Vice President, Services and Delivery
Severity Level 3** Business Impact: Minor Business Impact, compromised operations. An Error other than a Severity Level 1 or Severity Level 2 Error that has moderate impact on use of or access, with low business impact, but not preventing Customer from performing daily activities. Example: The Service Request affects use by Software users, allowing Customer's functions to continue to meet daily business needs.	During regular business-hours Itron will respond to Customer regarding Service Request within two (2) business days. While Service Request remains unresolved, Itron will update the Service Request weekly, or as otherwise agreed by the parties. Customer will respond to an Itron inquiry or request within two (2) business days.	Itron will work during normal business hours to: i) restore Covered Firmware or Covered Software with a change to eliminate root cause, ii) provide a workaround that restores Covered Firmware or Covered Software and downgrades the Severity Level to S4. Restoration Target: 45 business days if Itron SaaS.	90 business days (for non-bug fixes) Root Cause Analysis (RCA): Not Available	
Severity Level 4 Business Impact: Standard Operations intact. A low or no-impact Error other than a Severity Level 1, Severity Level 2 or Severity Level 3	During regular business-hours Itron will respond to Customer regarding Service Request within three (3) business days.	Itron GSS Management Team will make commercially reasonable efforts during normal business hours to understand the Service	There is no resolution target for Severity Level 4 Issues.	

Error, or a request for enhancement / new functionality Example: Generally, a cosmetic Error or an Error which does not degrade Customer's use of the product or system.		Request and provide applicable recommendations as to when a Fix may be schedule in a future release, or how to proceed with a formal enhancement request to Itron's product and delivery teams. Restoration Target: There is no restoration target for Severity Level 4 Issues.	Root Cause Analysis (RCA): Not Available	
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* Severity Level 1 and Severity Level 2 must be reported by phone to insure they are addressed under the appropriate severity level response process. Service Requests entered by email or Web access are generally addressed as a Severity Level 3.

** Service Request opened on Non-production servers / environments are entered as a Severity Level 3.



AMR / AMI | SOFTWARE | WATER LOSS



Quotation

For: City of Decatur, IL
 Liz Nicholson
 P: 217-542-3583
 E: Enicholson@decaturil.gov

Prepared By: United Systems
 Brad Bersch
 P: 262-328-7241
 E: BradB@united-systems.com

Date	PO Number	Shipping Method	Shipping Terms
April 20, 2026	TBD	Best Way	Shipping Not Included

Qty	Item #	Itron Temetra Upgrade with Cellular SmartStart Promo	Unit Price	Line Total
Cellular ERTS, Setup & Services: (Invoiced by USS)				
1	TEM-NWK-Setup SmartStart Promo	Itron Cellular Promo Includes: -Itron Temetra Advanced Cloud Setup Fee up to 50k Services. With 5-Year data storage & Customer Portal -126 Water Cellular Endpoints (\$135.00/ea) -126 Water Thru Lid or Wall Install Kits (\$5.00/ea) -126 First year Cellular Data Fees (\$1,526.21) -DISCOUNT- Cellular Promotion (Free 126 ERTs/Kits/Data)	\$13,900.00 \$17,640.00 \$1,526.21 -\$19,166.21	\$13,900.00 \$17,640.00 \$1,526.21 -\$19,166.21
1	USS Services	Estimated 60 Hours of USS Remote & Onsite Services. Additional Service Hours are billed at \$250/hr. Estimate includes: \$995/trip (1) & \$275/day per diem (3).	\$16,820.00	\$16,820.00
Total by USS				\$30,720.00
Year 1 Fees invoiced directly by Itron, not USS.				
1	3500-T0A0E	Temetra Advanced Annual Hosting, up to 50,000 Services, 5-Year Data Storage & Online Customer Portal	\$22,968.75	\$22,968.75
1	3000-02343	Itron AMI Cellular Module Setup Fee & Managed Services	\$9,260.00	\$9,260.00
1	3000-02244	AMI Cellular Connectivity (126 ERTS Included above) For any additional Cell ERTs add \$6.96 ea. per year	\$0.00	\$0.00
Year 1 Total Itron Fees				\$32,228.75
Year 2 Fees invoiced directly by Itron, not USS.				
1	3500-T0A0E	Temetra Advanced Annual Hosting, up to 50,000 Services, 5-Year Data Storage & Online Customer Portal	\$22,968.75	\$22,968.75
1	3000-02244	AMI Cellular Connectivity (126 ERTS) For any additional Cell ERTs add \$6.96 ea. per year	\$1,526.21	\$1,526.21
Year 2 Total Itron Fees				\$24,494.96
Notes: The existing Itron Annual fees listed below will be replaced with the Temetra annual fee when deployed. Your FCS & Itron Mobile (IM) Annual fees are set to renew 3/1/2026-2/28/2027. Itron requires 90 days' written notice prior to your next renewal date to cancel FCS/IM. Depending on the Temetra timing, we'd recommend sending an email to service.business@itron.com to request quarterly billing or cancellation of FCS/IMA. FCS Software Maintenance Up to 2,500 Meters \$ 1,490.27 Itron Mobile Walk-by (IM) up to 2,500 Meters \$ 594.66 Itron Analytics Software up to 50,000 Meters \$ 28,484.73 (Being discontinued end of 2026). TOTAL ANNUAL FEES BEING REPLACED \$ 30,569.66 (Being replaced with Temetra \$22,968.75 fee).				

General— Unless specifically stated to the contrary, prices do not include shipping and/or sales tax, if applicable. All related invoices shall be paid on a Net 10 Day basis. This quotation shall remain firm for sixty (60) days from the quotation date, unless modified in writing by USS prior to USS acceptance.

**Council Memo
Public Works Department
No. 2026-62**

DATE: 6/1/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager
Matt Newell, Director of Public Works
Jason Lawson, Water Services Manager

SUBJECT:
Resolution Authorizing the Expenditure of Funds with United Systems Software, Inc., for an Itron Temetra Upgrade

SUMMARY RECOMMENDATION:
Authorizing the expenditure of \$30,720.00 to the authorized Itron distributor, United Systems Software Inc. (USS), to provide hardware, setup and services.

BACKGROUND:

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS:

INPUT FROM OTHER SOURCES:

STAFF REFERENCE:

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:

1. 2026-62 Resolution
- 2 United Systems ERTS Services Agreement W exhibit a

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS WITH UNITED
SYSTEMS SOFTWARE, INC., FOR AN ITRON TEMETRA UPGRADE**

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

Section 1. That the quote of United Systems Software Inc., the authorized Itron distributor, for Cellular Encoders/Receivers/Transmitters, Setup and Services, presented to the Council herewith as Exhibit A, be, and the same is hereby, received, placed on file and approved.

Section 2. That the quote of United Systems Software Inc., in the amount of \$30,720.00, be accepted and a purchase order awarded accordingly.

PRESENTED and ADOPTED this 1st day of June 2026.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



AMR / AMI | SOFTWARE | WATER LOSS



Quotation

For: City of Decatur, IL
 Liz Nicholson
 P: 217-542-3583
 E: Enicholson@decaturil.gov

Prepared By: United Systems
 Brad Bersch
 P: 262-328-7241
 E: BradB@united-systems.com

Date	PO Number	Shipping Method	Shipping Terms
April 20, 2026	TBD	Best Way	Shipping Not Included

Qty	Item #	Itron Temetra Upgrade with Cellular SmartStart Promo	Unit Price	Line Total
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Total by USS				\$30,720.00
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1	3500-T0A0E	Temetra Advanced Annual Hosting, up to 50,000 Services, 5-Year Data Storage & Online Customer Portal	\$22,968.75	\$22,968.75
1	3000-02343	Itron AMI Cellular Module Setup Fee & Managed Services	\$9,260.00	\$9,260.00
1	3000-02244	AMI Cellular Connectivity (126 ERTS Included above) For any additional Cell ERTs add \$6.96 ea. per year	\$0.00	\$0.00
Year 1 Total Itron Fees				\$32,228.75
Year 2 Fees invoiced directly by Itron, not USS.				
1	3500-T0A0E	Temetra Advanced Annual Hosting, up to 50,000 Services, 5-Year Data Storage & Online Customer Portal	\$22,968.75	\$22,968.75
1	3000-02244	AMI Cellular Connectivity (126 ERTS) For any additional Cell ERTs add \$6.96 ea. per year	\$1,526.21	\$1,526.21
Year 2 Total Itron Fees				\$24,494.96
Notes: The existing Itron Annual fees listed below will be replaced with the Temetra annual fee when deployed. Your FCS & Itron Mobile (IM) Annual fees are set to renew 3/1/2026-2/28/2027. Itron requires 90 days' written notice prior to your next renewal date to cancel FCS/IM. Depending on the Temetra timing, we'd recommend sending an email to service.business@itron.com to request quarterly billing or cancellation of FCS/IMA. FCS Software Maintenance Up to 2,500 Meters \$ 1,490.27 Itron Mobile Walk-by (IM) up to 2,500 Meters \$ 594.66 Itron Analytics Software up to 50,000 Meters \$ 28,484.73 (Being discontinued end of 2026). TOTAL ANNUAL FEES BEING REPLACED \$ 30,569.66 (Being replaced with Temetra \$22,968.75 fee).				

General— Unless specifically stated to the contrary, prices do not include shipping and/or sales tax, if applicable. All related invoices shall be paid on a Net 10 Day basis. This quotation shall remain firm for sixty (60) days from the quotation date, unless modified in writing by USS prior to USS acceptance.

LEGAL DEPARTMENT MEMORANDUM
NO. 2026-4

June 1, 2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Melissa Hon, City Manager

SUBJECT: Resolution Authorizing Public Mural at 130 N. Franklin Street - Decatur Public Library

SUMMARY RECOMMENDATION: It is the recommendation of staff that the resolution be approved.

BACKGROUND: The Decatur Public Library applied for and was awarded a grant for the installation of a mural in the building located at 130 N. Franklin St. The City of Decatur owns the building and leases a portion to the library. The mural will be paid for with a grant from the Illinois Arts Council through the America250 Public Art Grant. The mural will be placed on an interior wall in the library.

The City of Decatur is not the grantee of the funds, will not be responsible for the installation or commission of the art, will not be responsible for any grant requirements, and will not be responsible for any maintenance required for the mural.

The resolution authorizes the placement of this public art on public property so long as the library remains a tenant or until council takes action otherwise.

POTENTIAL OBJECTIONS: There are no known or expected objections.

STAFF REFERENCE: Melissa Hon, City Manager

RESOLUTION NO. 2026-_____

**A RESOLUTION AUTHORIZING PUBLIC MURAL AT
130 N. FRANKLIN STREET – DECATUR PUBLIC LIBRARY**

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

Section 1. That the City Manager be and she is hereby, authorized and directed to allow to be placed in the public building located at 130 N. Franklin Street public art, a mural as set forth in Exhibit A attached here to in celebration of the United States of America's 250th Anniversary and to allow said mural to remain so long as the Decatur Public Library is a lawful tenant of 130 N. Franklin or directed to be removed by further City Council action.

PRESENTED AND ADOPTED this 1st day of June 2026.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

knowledge | creativity | inspiration

DECATUR
PUBLIC
LIBRARY

est. 1903

OPEN TO ALL

