Monday, July 20, 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 July 6, 2026 City Council Meeting

V. Unfinished Business

VI. New Business

1. Resolution Authorizing Execution of a Bus Stop Service Agreement with FlixBus, Inc.

2. Resolution Authorizing Execution of a Ticket Reseller Agreement and Addendum with FlixBus, Inc.

3. Ordinance Amending City Code Chapter 51.5 Hotel Use Tax

4. Resolution Authorizing Approval of Proposals for the City Council Community Grant Program

5. City Manager Update

6. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error.

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

A. Resolution Appropriating Additional Motor Fuel Tax Funds for the Construction Maintenance Agreement with the Illinois Central Railroad for the Brush College Road Grade Separation Project, City Project 2009-33 Section 09-00933-01-BR

B. Resolution Authorizing a Professional Engineering Services Agreement with Clark Dietz Inc. to Provide Design Engineering Services for the North Summitt Avenue Drainage Improvements, City Project 2026-18

C. Resolution Authorizing Lake Decatur Watershed Farmland Conservation Program Agreement for a Streambank Improvement with Ronald R. Helm and Jeanne E. Helm

D. Receiving and Filing of Minutes of Boards and Commissions

VII. Other Business

VIII. Adjournment

1. Monthly Reports, June, 2026

CITY COUNCIL MINUTES
Monday, July 6, 2026

On Monday, July 6, 2026, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Ed Culp, Dennis Cooper, Lisa Gregory, Consuelo Cruz, Pat McDaniel and David Horn. Mayor Moore Wolfe declared a quorum present.

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.

Mayor Moore Wolfe recognized student ambassadors from Decatur Sister Cities who will be traveling to Tokorozawa, Japan for two weeks on July 22, 2026, and presented them with Stephen Decatur medallions.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Jackie Bullard, Ross Thompson, Doris McKay, Stephanie Brown, Mary Garrison, Bret Robertson, Ayn Owens and Jim Taylor.

Council members responded to citizens' comments.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of June 15, 2026, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written, seconded by Councilman Culp.

Councilman Horn made a motion to amend the minutes of June 15, 2026, to reflect that his vote should be recorded as present for agenda item R2026-123 rather than abstaining, seconded by Councilman Cooper.

Council members held a discussion concerning the motion to amend the minutes and Corporation Counsel Wendy Morthland responded to questions.

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

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

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

R2026-134 Resolution Authorizing a Memorandum of Understanding for Development of a Regional Integrated Plan for Wastewater and Stormwater for Decatur, Illinois, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Mr. Kent Newton, Executive Director of the Sanitary District of Decatur, gave an overview of the Resolution.

Council members provided comments and Mr. Newton answered questions related to the recycling of phosphorous.

Ms. Verlyn Rosenberger expressed concerns about the plan.

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

City Manager Hon presented the City Manager Update highlighting the following retirements: James Walker, Jr, Water Plant Operator, Robert Watkins, Fire Captain and Karl Ziemer, Engineering Technician III. She announced that the cleanup for tree debris was extended until July 9th due to the latest storm and she provided details on how residents could arrange for limb pickup. She also shared that National Night Out would take place on August 4, 2026, from 5:00 pm – 8:00 p.m. at Dansby Park and Community Impact Days are scheduled for July 17 – July 19, 2026.

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

R2026-135 Item B. Resolution Accepting the Bid of Oak Bros Tree Care & Removal LLC for Lake Embankment and Shrub Removal

R2026-136 Item C. Resolution Authorizing Lake Decatur Watershed Farmland Conservation Program Agreement with Lynn Clarkson for a Bioreactor Drainage Water Treatment Structure

R2026-137 Item D. Resolution Authorizing Lake Decatur Watershed Farmland Conservation Program Agreement for a Pond Improvement with Branson D Quintenz and Cassidee Key-Flowers

R2026-138 Item E. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 1705 N. Main St.

R2026-139 Item F. Resolution Authorizing the Execution of an Agreement with Steve's Trucking for the Demolition of 277 W. Prairie St.

R2026-140 Item I. Resolution Authorizing Approval of Proposal from the Decatur Police Department for Use of Opioid Settlement Funds

R2026-141 Item J. Resolution Authorizing Agreement with MacQueen Equipment, LLC, for the Purchase of a Ford Frontline Mobile Command Vehicle for the Decatur Police Department

R2026-142 Item K. Resolution Authorizing Payment to CDW-G for Licensing and Use of Microsoft Products

R2026-143 Item L. Resolution Approving Appointment - Decatur Housing Authority

R2026-144 Item M. Resolution Approving Appointments - Electrical Commission

R2026-145 Item N. Resolution Approving Reappointments - Library Board of Trustees

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

R2026-146 Resolution Amending City Council Policy E-3: Privately Owned Lead Water Services, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Councilman Horn commented about reimbursement costs for privately owned lead water services.

City Manager Hon addressed Councilman Cooper’s concerns regarding language in the proposed policy relating to leaks.

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

R2026-147 Resolution Authorizing Approval of Proposal from Heritage Behavioral Health Center for Use of Opioid Settlement Funds, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Councilman Horn recused himself citing a personal relationship with the President and CEO of Heritage.

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

R2026-148 Resolution Accepting Rush Truck Centers Quote for Bus Engine Overhaul, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Hon provided clarification about the costs.

Upon call of the roll, Council members Ed Culp, Dennis Cooper, Lisa Gregory, Consuelo Cruz, Pat McDaniel, David Horn 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.

Council members recognized Bob Brilley who recently passed away and expressed their gratitude to city staff for their efforts during the recent storm cleanup.

City Manager Hon addressed questions from Council members Consuelo Cruz and Dennis Cooper concerning the Comprehensive Plan and Community Grant Program.

Mayor Moore Wolfe and Corporation Counsel Wendy Morthland responded to questions from Councilman Horn concerning potential litigation risks from discussing carbon sequestration activities.

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

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:43 p.m.

Approved ____________
Kim Althoff
City Clerk

COUNCIL MEMO
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT
No. 2026-47

July 20, 2026

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Bus Stop Service Agreement with FlixBus, Inc.

RECOMMENDATION: Approve a resolution authorizing the City Manager to execute a Service Agreement with FlixBus, Inc. for use of City-owned property at 353 E. William Street as a designated intercity bus stop.

BACKGROUND: FlixBus, Inc. has requested to utilize City-owned property located at 353 E. William Street as a designated intercity bus stop. The attached agreement formalizes the terms under which the City will allow this limited use of the site. Under the agreement, the City will provide a designated bus stop only.

Establishing intercity bus service will improve regional and national connectivity for Decatur residents, students, visitors, and workers by providing affordable access to employment, education, healthcare, and other destinations. Improved transportation options also strengthen Decatur's competitiveness by expanding access to labor markets, customers, and investment opportunities.

Reliable connections to major metropolitan areas such as Chicago and St. Louis support workforce recruitment and retention, attract students, entrepreneurs, visitors, and prospective residents, increase downtown activity, improve access to regional clients and suppliers, and reinforce ongoing redevelopment efforts. Together, these benefits position Decatur as a more connected and accessible regional hub without requiring significant public investment.

Summary of Agreement:

- Monthly license fee of $250, payable to the City
- Either party may terminate the Agreement with 90 days' written notice
- Flixbus responsible for insurance and indemnification
- Service would run twice daily, 6 days a week, with potential to expand to 7-day service.
- Stop times would be 12:45pm and 7:55pm
- Decatur will be served on the Chicago-St. Louis corridor, with connections available through both cities to destinations throughout the United States.

BUDGET IMPACT: The agreement generates $3,000 annually, which may be applied toward transit grant match, and does not require additional capital investment by the City.

PRIOR ACTION: Transit was awarded an IDOT planning grant to study intercity bus feasibility. This agreement allows the City to pilot intercity bus service in a low-risk manner, supports regional connectivity, and aligns with broader economic development and mobility goals.

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

RESOLUTION NO. R2026_____

RESOLUTION AUTHORIZING EXECUTION OF A BUS STOP SERVICE AGREEMENT WITH FLIXBUS, INC.

WHEREAS, the City of Decatur, Illinois owns property located at 353 E. William Street, Decatur, Illinois; and

WHEREAS, FlixBus, Inc. has requested permission to utilize the City-owned property as a designated intercity bus stop; and,

WHEREAS, a Service Agreement for Bus Stop has been negotiated to establish the terms and conditions governing such use, including compensation to the City, insurance requirements, and indemnification provisions; and,

WHEREAS, the agreement allows for limited use of the property as a bus stop only and expressly excludes ticket sales, package handling, or other commercial activities unless separately authorized by the City; and,

WHEREAS, approval of the agreement supports regional transportation connectivity while protecting the City's operational and financial interests.

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

Section 1. That the City Manager or Designee is hereby authorized to execute a Service agreement with FlixBus, Inc. attached hereto.

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

PRESENTED and ADOPTED this 20th day of July 2026.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
KIM ALTHOFF, CITY CLERK

SERVICE AGREEMENT - BUS STOP

THIS SERVICE AGREEMENT – BUS STOP (this "Agreement"), is made effective as of the _20th of July, 2026 (the "Effective Date") by and between The City of Decatur, Illinois, hereinafter called "Stop Owner", and Greyhound Lines, Inc. and FlixBus, Inc., and their contractors, hereinafter called "Company";

WITNESSETH:

WHEREAS Stop Owner operates a facility at 353 E. William St. Decatur, IL 62523_("Premises"), and Company desires to use Stop Owner's premises for a bus stop;

NOW, THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. As full compensation for all facilities provided by Stop Owner pursuant hereto, Company agrees to pay Stop Owner a fee of ($250.00) per month. Such fee shall be payable by the 10th of each month, at Stop Owner's aforesaid place of business. If the Effective Date of this Agreement begins on a day other than the first day of a calendar month or if the Agreement ends on a day other than the last day of a calendar month, then the $250.00 monthly fee and all other fees payable hereunder shall be prorated on a per diem basis (based on a thirty (30) day month).

2. Stop Owner agrees to:

   a. Maintain all driveways, walks and approaches appurtenant to the Premises in a clean and safe condition at all times;
   b. Reimburse and hold Company harmless from any and all expense incurred and/or claims arising directly or indirectly from or on account of any neglect or failure to so maintain the said appurtenant areas;
   c. Permit Company to place and maintain a suitable sign or signs designating Stop Owner's Premises as a bus stop of Company;
   d. Permit a Company representative, upon termination of this Agreement, to remove all signs and other evidence of the use of Stop Owner's Premises as a bus stop of Company;
   e. Remove from the telephone directory or any other advertising medium any listing or reference to the fact that Stop Owner's Premises is used by Company for a bus stop, as soon as possible upon the termination of this Agreement.
   f. That all invoices generated by Stop Owner pursuant to this Agreement shall be addressed and sent to FlixBus, Inc P.O. Box 660362, Dallas – TX 75266-0362 – United States and Jonas.pearce@flix.com until such time that Company advises Stop Owner to address such invoices to Company or another affiliated entity.

3. Stop Owner will provide a designated bus stop for Company's use, not to include services such as Company ticket sales or incoming package depot. Additional services related to Company will only be permitted through written agreement in the form of a contract addendum, fully executed by all parties.

4. Company will provide Stop Owner written proof of insurance on or before commencement of this Agreement.

5. Company agrees to defend, indemnify and hold harmless Stop Owner from any claims arising from Company's negligent or intentional acts or omissions.
6. The terms of this Agreement shall commence as of the Effective Date and shall remain in full force and effect until terminated by either Party. Stop Owner may terminate this Agreement by providing ninety (90) day written notice. Company may terminate this agreement by providing ninety (90) day written notice.
7. This Agreement constitutes the entire agreement between the parties.
8. This Agreement may not be assigned by either party without the other's written consent.
9. Except as otherwise provided above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
10. Form PC-125 known as Federal Stop Owners Compliance Agreement and identified as Addendum I attached hereto is herein incorporated by reference.

IN WITNESS WHEREOF, this Agreement was executed by or on behalf of the parties hereto, in duplicate, the day and year when fully executed.

STOP OWNER:

By ______________________________

Name (printed) ______________________________

Title (printed) ______________________________

Date ______________________________

COMPANY:

Greyhound Lines, Inc

P.O. Box 660362, Dallas, Texas 75266-0362

By Signed by: Kaitie Czuchaj E444D690513F47F...

Name (printed) Kaitie Czuchaj

Title (printed) Head of Gov Affairs & Real Estate

Date 10.07.2026 | 00:48 CEST

FlixBus, Inc

P.O. Box 660362, Dallas, Texas 75266-0362

By Signed by: Kaitie Czuchaj E444D690513F47F...

Name (printed) Kaitie Czuchaj

Title (printed) Head of Gov Affairs & Real Estate

Date 10.07.2026 | 00:48 CEST

PC-125 (4/92)

ADDENDUM I
FEDERAL STOP OWNERS' COMPLIANCE AGREEMENT

The parties agree that the following shall be incorporated by reference to the attached contract.

The Flixbus company involved in this contract whether Flixbus, Inc. or its affiliates or subsidiaries may have the status of "federal contractor" or "subcontractor."

To the extent required by law, you, as a party to this contract (hereafter referred to as "Contractor"), agree to comply with all applicable laws and regulations governing obligations of federal contractors, subcontractors and recipients of federal funds, including but not limited to Executive Order 11246, the Vietnam Era Veterans Adjustment Assistance Act of 1974, the Rehabilitation Act of 1973 and 41 C.F.R. parts 60-1, -20, -250 and -741 and the Americans with Disabilities Act of 1990 (42 USC 312101 et seq). Contractor certifies that it will comply with the following provisions to the extent required by law."

I. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will) take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination: rates of pay or other forms of compensation: and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will lend to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the tabor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24. 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (the "Act")

(e) The contractor will furnish all information and reports required by Executive Order 1.1246 of September 24. 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance: Provided however that in the event the contractor becomes involved in, or is threatened with, litigation with 8 subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, Including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the Stale employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made it least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide fob order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period. (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 17B7. The contractor shall submit a report within 30 days after the end of each identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is not need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production, plant and office: laborers and mechanics: supervisory and non-supervisory: technical: and executive, administrative and professional openings as are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant a customary and traditional employer-union hiring arrangement" •tins employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall slate the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employers.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ the advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to tee Act, so that such provisions wilt be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

III. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor aggress to take affirmative action to employ, advance, in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, **rates** of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance (nay be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed **to take** affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of $2.500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

COUNCIL MEMO
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT
No. 2026-48

July 20, 2026

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing the City of Decatur to sell FlixBus tickets at 353 E. William Street, Decatur IL.

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

BACKGROUND: FlixBus operates an intercity bus network throughout the United States and offers a ticket reseller program that allows authorized entities to sell tickets through its secure online booking platform.

Contingent upon approval of the Bus Stop Service Agreement considered immediately prior to this item, ticket sales for the new Decatur stop would be facilitated by MV Transportation staff at the Decatur Transit Center as part of normal customer service operations. Pursuant to the accompanying addendum, FlixBus has authorized MV Transportation, Inc. to perform reseller services on its behalf. FlixBus will remain responsible for administration of the reseller program, including customer service policies, refunds, and ticket modifications.

This arrangement would allow passengers to purchase tickets in person, receive assistance with trip planning, and access support if they are unfamiliar with or unable to utilize online booking platforms. It also provides a local point of contact where passengers can receive customer service assistance, ask questions about their trip, troubleshoot booking issues, and be directed to FlixBus for refunds or itinerary changes when necessary. Offering in-person ticket sales and customer support improves accessibility, enhances the overall passenger experience, and complements the City's efforts to establish intercity bus service.

The City will receive a ten percent (10%) commission on tickets sold through the reseller program.

BUDGET IMPACT: The City will receive a ten percent (10%) commission on tickets sold through the FlixBus reseller program. Any funds received may be applied toward transit grant match requirements. Participation in the program does not require any additional capital investment by the City.

PRIOR ACTION: Transit was awarded an IDOT planning grant to study intercity bus feasibility. The City Council will vote on the agreement to allow for this stop immediately prior to consideration of this item.

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

RESOLUTION NO. R2026____

RESOLUTION AUTHORIZING EXECUTION OF A TICKET RESELLER AGREEMENT AND ADDENDUM WITH FLIXBUS, INC.

WHEREAS, FlixBus provides intercity bus transportation services that serve the Decatur community; and,

WHEREAS, FlixBus offers a ticket reseller program that allows authorized entities to sell tickets on its behalf through secure access to its online booking platform, and under this arrangement the City would be provided with secure login credentials to assist customers with ticket purchases; and,

WHEREAS, the City desires to enter into a ticket reseller agreement with FlixBus to formalize the terms and conditions under which the City may sell tickets, receive compensation, and provide this service to the public; and,

WHEREAS, pursuant to the reseller agreement, the City would receive a ten percent (10%) commission on tickets sold as compensation for providing this service; and,

WHEREAS, WHEREAS, FlixBus has approved an addendum authorizing MV Public Transportation, Inc. to serve as its subcontractor under the ticket reseller agreement.

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

Section 1. The City Council hereby authorizes the City to enter into a ticket reseller agreement with FlixBus and to participate in the FlixBus ticket reseller program for the sale of FlixBus tickets at 353 E. William Street, Decatur, Illinois.

Section 2. The City Manager or his/her designee is hereby authorized to execute the Ticket Reseller Agreement and Addendum with FlixBus, Inc, attached hereto.

Section 3. This Resolution shall be in full force and effect immediately upon its passage and approval.

PRESENTED and ADOPTED this 20th day of July 2026.

____
JULIE MOORE WOLFE, MAYOR

ATTEST:

____
KIM ALTHOFF, CITY CLERK

TICKET RESELLER AND LOCATION RELATED SERVICES AGREEMENT

THIS TICKET RESELLER AND LOCATION RELATED SERVICES AGREEMENT (this "**Agreement**") is made effective as of **July 20th, 2026** ("**Effective Date**") by and between **The City of Decatur**, with its principal place of business located at **1 Gary K. Anderson Plaza, Decatur, IL 62523** (the "**Reseller**"), with the agency number assigned as_____ (the "**Agency No.**") and **Flix North America, Inc.** ("**FNA**"), with its principal place of business located at 9773 Harry Hines Blvd, Dallas, TX 75220, and a mailing address of P.O. Box 660362, Dallas, TX 75266-0362, along with its subsidiaries and affiliates, including, without limitation, FlixBus, Inc. ("**FlixBus**") and Greyhound Lines, Inc. ("**Greyhound**") and FlixBus Canada ULC ("FBC") (all collectively referred to herein as "Flix"). FNA, FlixBus, FBC, Greyhound, and the Reseller may be referred to collectively as "**Parties**" or individually as a "**Party**."

If the Parties previously entered into an Agency Agreement, Local Related Services Agreement, Ticket Reseller Agreement, or any other prior agreement(s) related to the subject matter of this Agreement, the Parties mutually agree to terminate any and all such prior agreement(s) in their entirety as of the Effective Date and proceed solely under the new terms established herein.

I. TICKET SALES

Scope

FlixBus contracts with licensed motor carriers to operate schedules which are sold by FlixBus. The ticket sales (the **"Bookings"**) are made on a platform hosted at the domain name under www.flixbus.com (the "**Platform**"). Purchases within Canada are facilitated through FlixBus, Inc. and supplied by FlixBus Canada ULC, a wholly owned subsidiary of FlixBus Inc., who contracts with licensed motor carriers. FlixBus desires to appoint the Reseller as its non-exclusive ticket reseller to make Bookings on behalf of customers, and the Reseller desires to accept such appointment pursuant to the terms below.

1. Engagement

1.1. Flix hereby engages the Reseller as its non-exclusive ticket reseller at a facility located at **555 E. Wood St. Decatur, IL 62523** (the "**Location**") to make Bookings on its behalf from the Location and the Reseller accepts such appointment pursuant to the terms herein.

1.2. The Reseller is hereby authorized to make and complete Bookings on the Platform for customers from the Location (the "**Services**") in accordance with the guidelines, rules, and instructions of FlixBus provided to the Reseller from time-to-time, including the Terms and Conditions of Purchase and the Terms and Conditions of Travel available on the FlixBus and Greyhound websites (www.flixbus.com and www.greyhound.com, respectively) (the "**Terms & Conditions**") and the terms and conditions contained herein. The Reseller hereby accepts such appointment and agrees to perform the Services. The Terms & Conditions, as they may be modified from time-to-time in accordance with the terms thereof, are hereby incorporated in and made a part of this Agreement and all references to this Agreement shall include the Terms & Conditions.

1.3. Except as expressly permitted, the Reseller shall not charge customers any fees or other charges in addition to the cost of the applicable Booking and associated fees established by FlixBus (such cost of the Booking, the "**Reseller Rate**").

1.4. The Reseller shall provide and shall be responsible for its own administrative and other requirements in connection with the performance of the Services and its obligations hereunder including its accounting, tax reporting (including collection of sales tax and remit such tax to the applicable tax authorities), and customer support.

1.5. Reseller shall not appoint any persons or entities as its sub-reseller, subcontractors, distributors, franchisees, or other intermediaries (collectively, "**Sub-Resellers**") in connection with the performance of the Services or observance of this Agreement without the written consent of Flix; provided that if Flix provides its consent, the Reseller shall remain responsible for the observance and performance of the Agreement, shall ensure the compliance by the Sub-Resellers and shall be directly liable to Flix for any breach by its Sub-Resellers of any of the obligations in this Agreement.

1.6. The Reseller must make Bookings exclusively under its Agency Number and not any other agency number and shall treat the login credentials for the Platform and other information provided by FlixBus as confidential.

1.7. All Bookings made under its Agency Number or otherwise made by or on behalf of the Reseller will be treated as made by Reseller, whether or not Reseller intended to allow for any Bookings.

2. Reseller Responsibilities

The Reseller undertakes:

2.1. to abide by the Terms & Conditions, including with respect to limitations on liability, indemnification, trademarks, and confidentiality;

2.2. to provide at all times a working computer with reliable internet access, a current internet browser, and a printer in the Location;

2.3. to provide Flix with one monitored and functioning e-mail address for registering the Reseller's employees or representatives on the Platform who are authorized to make Bookings and for receiving information about the products and services of Flix. In addition, the Reseller shall specify the telephone number of the Reseller's authorized representative;

2.4. to provide the customers (a) an official ticket for boarding, (b) a receipt as proof of purchase, and (c) upon request, a copy of the then-current Terms & Conditions for the Booking;

2.5. to proactively, and without any request by Flix, inform Flix of any special requests or other needs relating to the customers that are related to the transportation services sold, including, without limitation, disability, and luggage;

2.6. to offer customers all the payment methods available to the Reseller, in addition to cash payment where accepted;

2.7. to ensure that all personal information related to customers is contained in the Platform only and that Reseller does not maintain or disclose such data elsewhere and complies with all applicable data privacy regulations;

2.8. to provide Flix with all required documents in support of the Services provided on behalf of Flix and keep and maintain records of its activities and Bookings pursuant to this Agreement for at least two (2) years or as required by law;

2.9. to maintain suitable signage , provided by Flix designating the Reseller as a ticket reseller for Flix in an area visible to the general public;

3. Obligations of Flix

Flix undertakes to provide the Reseller with the necessary login credentials for the Platform and to provide support to the Reseller in connection with or incidental to the Services.

4. Rights of Flix

Flix reserves the right in its sole discretion to appoint other ticket resellers in the same geographic area as the Reseller, and to provide special offers to customers and to exclusively or non-exclusively promote or otherwise sell transportation services to customers through any other distribution channels.

5. Equipment. In its sole discretion, Flix may choose to place certain equipment such as Handheld Devices or a Ticket Vending Machine (TVM), at Reseller's Location, provided Reseller approves of usage or placement of such equipment at the location.

5.1. **Equipment Usage and Maintenance.** Reseller agrees it is responsible for the daily management and maintenance of any equipment provided to Reseller under this Agreement.

A. **Handheld Device –** If any Handheld Devices are placed at the location, Reseller agrees it is responsible for the daily management of the Handheld Device. Reseller will use the handheld device in daily operations to make Bookings where convenient and to assist customers with disabilities, as needed and as required by law; however, Reseller should still allow for sales on other devices, such as a TVM, when applicable. Sales transactions performed on the Handheld

Device will produce a receipt that will also serve as the passenger ticket.

B. **TVM:** If any TVMs are placed at the location, Reseller and Reseller's staff will be responsible for the daily management of any TVM. The location of any TVM must be maintained in an area visible to the general public. Reseller and Reseller's staff will be responsible for the following cash servicing detailing of any TVM, including but not limited to:

- Refill bills
- Refill coins
- Cash balancing and deposits
- Updating cash counts, and
- Printing receipts in the TVM admin portal.

5.2 Reporting Equipment Issues: Reseller must notify Flix of any damage, malfunction, network issues, operation issues, or other hardware issues within 48 hours of the issue arising. Notice shall be provided by contacting by Flix's IT Service department at 214-777-6020 or via email at itservicedesk@greyhound.com. Failure to notify Flix of damage, malfunction, or other issues timely may result in immediate removal of equipment and constitutes cause for termination of this Agreement. Additionally, Reseller agrees to provide feedback to Flix on the user interface ("UI") experience and any other issues that arise from use of the Equipment or as requested by Flix.

A. Handheld Device. If the Handheld Device is damaged, lost, or not functioning properly, Reseller must report the issue immediately to Flixbus. Issues to be reported may include but are not limited to: paper out, printer issues, or other hardware or network issues.

B. **TVM.** Reseller and Reseller's staff will alert FlixBus of any damage to or performance issues with the TVM. These issues may include but are not limited to: dispenser issues, coins out, cash out, printer issues, paper out, acceptor full, hardware issues, inoperable issues, or network issues.

If Equipment damage or loss is caused by Reseller or Reseller's staff, Flix may request reimbursement for the cost to replace or repair the Equipment.

5.3 Flix as Owner of Equipment – Flix is the owner of all Equipment provided, such as Handheld devices and TVMs, and may remove any Equipment from Reseller's Location for any reason whatsoever upon written notice to Reseller, which shall include when Equipment will be removed by Flix and/or requirement to return Equipment to Flix within 14 days of notification of removal.

6. Accounting and Payment

6.1. **Forms.** A complete and accurate Internal Revenue Service Form W-9 [or Social Insurance Number or Business Number] and a Registration Form must be completed by the Reseller and provided to FlixBus prior to providing any Services.

6.2. **Definitions.**

A. "**Gross Sales Revenue**" means the Reseller Rate collected by the Reseller for each Booking including any applicable sales tax and Ancillaries but net of (i) any discount, and (ii) any booking or services fees other than the Agency Fee, all whether charged by Reseller or FlixBus, and (iii) any amounts that are refunded to a customer for any reason. "Ancillaries" as defined herein shall include only those additional services purchased by customers related to their on-board travel, such as additional baggage fees, bicycle transportation fees and reserved seating.

B. **Agency Fee.** Customers shall be charged an agency fee per Booking (the "**Agency Fee**") on the Platform as determined by FlixBus in its sole discretion. The Agency Fee may vary depending on the method of Booking, including but not limited to Bookings made at the counter, at a Ticket Vending Machine ("TVM"), or through handheld devices configured for credit card sales only ("Handheld Devices"). The Agency Fee may also be displayed to customers or reflected on Reseller's settlements as a name other than "Agency Fee." FlixBus reserves the right to modify the Agency Fee at any time and will provide notice of any changes through the Platform or other appropriate communication channels prior to implementation.

6.3. **Channels & Commission Rates.**

A. **Over -the -Counter (OTC)** means bookings that occur in person at Reseller's location through FlixBus' front-end web service (https://shop.flixbus.com/ or https://shop.greyhound.com/) in which the reseller is logged into their account. For each OTC Booking, FlixBus shall pay the Reseller a commission equal to **10 percent (10%)** of the Gross Sales Revenue (the "**Commission**").

B. **Handheld Device:** If any Handheld Devices are placed by FlixBus at Reseller's Location, FlixBus agrees to pay Reseller the commission amount of **10 percent (10%)** of Gross Sales Revenue generated from ticket sales from any Handheld Device.

C. **Ticket Vending Machine (TVM):** If any TVMs are placed by FlixBus at Reseller's Location, FlixBus agrees to pay Reseller the commission amount of **10 percent (10%)** of Gross Sales Revenue generated from ticket sales from any TVM.

Flix may offer a higher commission for limited periods as a special reward or incentive, which will be provided in writing to Reseller in such instances indicating the special rate and time period such special rate will be effective.

6.4. **Agency Portal.** FlixBus will provide the Reseller with access to FlixBus' Agency Portal (the **"Agency Portal"**). In the Agency Portal, Flix will provide a daily list of all Bookings generated by the Agency Number of the Reseller.

6.5. **Accounting Reports**. Flix will provide Accounting Reports on a regular basis, at least monthly, to the Reseller (the "**Accounting Report**"). The Accounting Report will set forth the total sales revenues collected in a calendar month and the settlement amount after deduction of the Commissions earned by the Reseller (the "**Settlement Amount**"). If a Booking is refunded after the sales revenue for such Booking has been accounted, Flix shall be entitled to a credit for the refunded Booking and the Commission previously paid to the Reseller (the "**Unearned Commission**") in the next settlement cycle.

6.6. **Separate Account required**. Reseller agrees that revenue collected from Bookings belong to Flix and shall be held in trust on behalf of Flix. Reseller shall maintain a separate bank account for such revenue and shall not comingle such revenue with other income or funds of the Reseller in a general operating account.

6.7. **Payment Methods.** Reseller must pay the total Settlement Amount to FlixBus within 7 days after receipt of the Accounting Report. The Reseller must indicate its preferred method of remitting payment to FlixBus in the registration form, choosing from the following options:

A) **Monthly Bank Transfer (if Reseller-provided POS device):** If Reseller elects to use their own point-of-sale (POS) device for cash and credit card payments, Reseller will pay the Settlement Amount to Flix via bank transfer to the Flix bank account provided by Flix.

B) **Direct Payer:** The Reseller will pay the full value of each Booking via credit card directly during the purchase procedure on the Platform with the Agency credentials. The Reseller will collect the Booking amount from the customer, either in cash or any other allowed payment method. Once per month, Flix will transfer the Commission earned during the prior month to the bank account provided by the Reseller in the self-disclosure. Flix reserves the right to withhold the payment until the accumulated amount due to Reseller has reached at least $100.

C) **Flix-Provided POS Device:** The Reseller will be provided with a POS device that will enable payments both via cash and credit card. When an order is paid in cash, the revenues will be booked on the Reseller account and billed monthly, to be paid via Bank Transfer. When an order is paid with a credit card, the revenues will go directly to Flix and such revenue will not be included the monthly Settlement Amount to be remitted to Flix. All gross sales revenue, including revenue generated by credit card sales on Flix-provided POS, is commissionable as provided in section 6.3 above.

6.8. **No Cashback Refunds.** The Reseller is not allowed to process cashback refunds. Customers demanding cashback refunds should be referred directly to Flix.

6.9. **Final Settlement.** The balance of any amounts due shall be deemed to be satisfied and finally settled unless the Reseller objects in good faith to such transaction in writing to Flix within 30 days after receipt of the Accounting Report.

6.10. **Default.** If any portion of the Settlement Amount is past due for more than 15 days, Flix may suspend Reseller's account or terminate this Agreement. Flix may commission debt collection agencies to collect any default payment it is owed at the Reseller's cost and expense.

II. GENERAL TERMS

7. Term of the Agreement; Termination

7.1. The term of this Agreement shall begin on the Effective Date and shall continue unless and until terminated as provided herein or applicable law (the "**Term**").

7.2. Either Party may terminate the Agreement without cause upon 30 days' advance written notice to the other Party.

7.3. Either Party may terminate the Agreement for Cause, effective immediately upon written notice to the other Party. "**Cause**" shall include failure to remit any monies due or any other breach of this Agreement which is not cured within 5 days of notice. Notice shall not be required prior to termination by Flix for Reseller's failure to pay timely. Termination of this Agreement for Reseller's failure to remit payments timely shall constitute cause to terminate any other Reseller Agreement between the Parties at Flix's discretion.

7.4. Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect, including without limitation, the payment obligations of the Reseller, which shall survive until all payments due to Flix have been paid in full.

8. Obligations of the Reseller

The Reseller is obligated:

8.1. to provide Flix with the email address and telephone number of the Reseller's authorized representative;

8.2. to ensure that the Reseller representatives provide a stellar level of customer service and provide the Services in accordance with all requirements, both legal and contractual;

8.3. to maintain current and valid registrations, licenses, and/or permits as required by local, state and federal law;

8.4. to always process personal data in accordance with applicable law;

8.5. to inform Flix immediately in writing about any changes to the Reseller's good standing under any applicable laws and regulations and any changes of its corporate form or address;

8.6. to abide by the hours of operation as required by law, lease, or as determined by Flix and to provide services under this agreement during such hours of operations and to inform Flix in writing about any changes to such hours of operations which may be modified from time-to-time as required by law, lease, or by Flix. Notwithstanding, Reseller shall remain open and operational beyond standard hours in the event of delayed schedules, missed passenger connections, or adverse weather conditions, and shall continue to provide services until the last affected Flix or Greyhound service (including Flix/Greyhound contracted Bus Operator service) has departed or passengers have been duly accommodated; at an hourly rate determined and approved by Flix from time to time, which shall not exceed one-and-a-half (1.5) times the Resellers rate for regular operating hours.

8.7. to provide Flix with all required documents in support of the Services provided on behalf of Flix and keep and maintain records for a period of at least two (2) years or as required by law of its activities and Bookings pursuant to this Agreement;

8.8. to report to Flix any complaints made against Reseller or any of Reseller's employees related to providing the Services; and

8.9. to train all representatives who provide the Services hereunder to proficiency to properly provide such Services and to maintain documentation as to the content and regular occurrence of training.

9. Representations, Warranties and Covenants of the Reseller

The Reseller represents, warrants and covenants to Flix that:

9.1. it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;

9.2. when executed and delivered by each of the Parties and the Reseller, this Agreement will constitute the legal, valid and binding obligation of the Reseller, enforceable against the Reseller in accordance with its terms; and

9.3. it is in compliance with all laws, rules, and regulations applicable to this Agreement and the operation of its business and shall at all times comply with all laws, rules and regulations, including but not limited to Occupational Safety and Health Administration regulations, and at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct that portion of its business relating to the performance of its obligations under this Agreement.

10. Netting and Setoff.

10.1. **Cross-Default.** Reseller's failure to timely and fully pay any fees, cash remittance, or other amounts owed to Flix under this Agreement or any other agreement between Reseller and Flix (collectively, the "Fees") shall constitute a material payment default (a "Payment Default"). A Payment Default under any agreement between the Parties shall constitute a cross-default under all agreements between Flix and Reseller.

10.2. **Withholding and Setoff.** Upon the occurrence of a Payment Default, and in addition to any other rights or remedies available to Flix, Flix shall have the right, globally and across all agreements between the Parties, to withhold, deduct, and/or set off any amounts otherwise payable by Flix to Reseller, including without limitation commissions, location-related service fees, or other compensation of any kind (collectively, "**Reseller Payments**"), against any Fees owed by Reseller to Flix, whether arising under this Agreement or any other agreement, and whether such amounts are liquidated or unliquidated, disputed or undisputed, matured or unmatured, invoiced or not yet invoiced. Flix may exercise such withholding or setoff rights in its discretion until all outstanding Fees have been paid in full. Reseller shall remain fully liable for any Fees not satisfied through the exercise of such rights.

10.3. **No Interest on Withheld Amounts.** Reseller acknowledges and agrees that Flix shall have no obligation to pay interest on any Reseller Payments withheld or set off pursuant to this Section, regardless of the duration of such withholding.

10.4. **No Waiver; Cumulative Remedies.** Flix's exercise or non-exercise of its rights under this Section shall not constitute a waiver of any other rights or remedies available under this Agreement, any other agreement between the Parties, or applicable law, all of which shall be cumulative.

10.5. **Survival.** The provisions of this Section shall survive the expiration or termination of this Agreement and any other agreement between the Parties until all Fees owed to Flix have been paid in full.

11. Indemnification

EACH PARTY UNDERTAKES TO DEFEND AND INDEMNIFY THE OTHER PARTY FOR THIRD-PARTY CLAIMS AS SET FORTH HEREIN. IT IS IMPORTANT THAT EACH PARTY READS AND UNDERSTANDS THESE PROVISIONS PRIOR TO SIGNING THIS AGREEMENT.

Each Party (as "**Indemnifying Party**") shall defend, indemnify, and hold harmless the other Party and its respective affiliates, subsidiaries, officers, directors, shareholders, employees, lenders, successors, and assigns (collectively, the "**Indemnified Party**") from and against any and all losses, claims, demands, actions, causes of action, costs, and expenses arising out of or related to the services contemplated and/or provided under this Agreement, including without limitation claims of discrimination against passengers, personal injury, death, property damage, and breach of data privacy obligations, to the extent such claims are caused by the Indemnifying Party or its employees, agents, contractors, subcontractors, invitees, or licensees, unless such injury, death, or damage is caused by the negligence of the Indemnified Party. Such indemnity shall survive any termination of this Agreement.

Reseller agrees to defend, indemnify, and hold harmless the FlixBus Parties from any and all losses, claims, demands, actions, costs, and expenses arising from any claim that Reseller, or any of its employees, contractors, subcontractors, or representatives, is an employee of any FlixBus Party.

FlixBus agrees to defend, indemnify, and hold harmless Reseller and its affiliates, subsidiaries, officers, directors, shareholders, employees, successors, and assigns from any and all losses, claims, demands, actions, costs, and expenses arising from any claim that FlixBus, or any of its employees, contractors, subcontractors, or representatives, is an employee of Reseller.

The indemnification obligations set forth in this Section are subject to the following conditions:

- The Indemnified Party shall provide prompt written notice to the Indemnifying Party of any claim for which indemnification is sought, provided that failure to provide timely notice shall not relieve the Indemnifying Party of its obligations except to the extent the Indemnifying Party is materially prejudiced by such failure;
- The Indemnifying Party shall have the right to assume sole control of the defense of such claim, with counsel reasonably acceptable to the Indemnified Party;
- The Indemnified Party shall reasonably cooperate with the Indemnifying Party in the defense of such claim at the Indemnifying Party's expense; and
- Neither party shall settle any claim that imposes liability, obligation, or restriction on the other Party without the prior written consent of that Party, which consent shall not be unreasonably withheld.

12. Independent Contractor Status

The Reseller is an independent contractor and neither the Reseller nor its employees, representatives, contractors, or Sub-Resellers are, or will be deemed Flix employees. The Parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. As such, neither the Reseller nor Flix will have the right to direct or control the day-to-day work or the terms and conditions of employment of the other Party's employees. Neither Party is, nor shall claim to be, a legal agent, representative, partner, or employee of the other and neither shall have the right or authority to contract in the name of the other, nor shall it assume or create any obligations, debts, accounts, or liabilities for the other.

13. Serving Customers with Disabilities. Reseller represents and warrants that the Location and Reseller's services under this Agreement will be operated and performed in compliance with all applicable laws related to servicing visitors, customers, and passengers with disabilities, including the Americans with Disabilities Act ("ADA"), as well as applicable state disability and accessibility laws and regulations. Without limiting the foregoing, Reseller agrees to provide such assistance or accommodations to such individuals as required by law or regulation and to provide appropriate training to Reseller's staff to train them to proficiency about serving customers with disabilities in accordance with such regulations. Reseller shall provide the applicable services in Exhibit A for servicing such individuals and any other services required by law.

14. Non-discrimination. Reseller is committed to and will ensure that no person on the basis of race, color, national origin, disability, or any other protected characteristic will be excluded from participation or subjected to discrimination in the level and quality of services or related benefits provided by Reseller, its employees, affiliates, and contractors. Reseller must post a public Title VI Notice to Beneficiaries in compliance with Circular FTA C 4702.1B, Appendix B. The notice must be displayed in public areas at the Location in areas available to the public. The notice must also be translated into Spanish and into other languages as needed or as directed by Flix.

15. Code of Conduct

Reseller agrees to abide by and conduct itself and to ensure that its representatives abide by and conduct themselves in accordance with the Flix code of conduct, which may be found at the link below and may be amended from time-to-time: https://global.flixbus.com/company/partners/code- of-conduct.

16. Insurance.

Reseller shall maintain at its sole cost and expense the following insurance coverage. These requirements shall be in addition to all coverage required by law or regulation.

A) Commercial general liability Insurance, including, but not limited to, coverage for contractual liability; and

B) Workers' compensation and employers' liability insurance meeting all statutory limits covering all employees involved with the work or services under this Agreement.

The required coverage shall carry limits of liability of not less than $500,000.00 per occurrence, and must, upon notification from Flix, meet any higher limits as required for the Location. Such policies shall (a) be written by able and solvent insurance companies, fully licensed to do business in the states where the Reseller is operating with an A.M. Best Company rating of "A" or better and with a size rating of not less than "VI"; (b) have the premiums payable at the sole cost and expense of Reseller with "Flix North America, Inc. and its subsidiaries and affiliates" named as an additional insured; (c) provide at least 30 days' written notice to Flix prior to cancellation, non-renewal, or material change in coverage or amendment; (d) provide that such insurance is primary and shall be without contribution from any similar insurance obtained or maintained by Flix; (e) waive all rights of subrogation against Flix; (f) be written on an "occurrence" basis; and (g) satisfy all applicable co-insurance requirements. Prior to the commencement of this Agreement, Reseller shall provide Flix with certificates of insurance evidencing the insurance coverages required herein and Reseller shall furnish Flix with a new certificate of insurance upon each policy renewal.

Reseller acknowledges that the minimum insurance requirements stipulated by Flix shall not be deemed to be a recommendation as to the appropriate level of insurance for Reseller's business. Furthermore, such insurance coverage shall in no way serve to limit Reseller's liability to Flix or to any third party.

17. Data Ownership, Confidentiality and Privacy.

All data pertaining or relating in any way to customers shall be the sole and exclusive property of Flix and Reseller shall have no right of use or ownership of such information. Reseller shall always comply with all data privacy policies and procedures of Flix and shall not maintain in any form any customer data including but not limited to data related to a customer's identity and/or purchase. Reseller shall also comply with all rules of use the FlixBus website and its parent and affiliates including but not limited to those found at www.flixbus.com and www.greyhound.com.

Each Party will protect, and will ensure that its employees, representatives, and agents protect Confidential Information to prevent the unauthorized use, dissemination, disclosure, alteration, destruction, or publication thereof. "**Confidential Information"** shall include the terms of this Agreement and any and all information related to the Bookings, customers, and potential customers. A Party may disclose Confidential Information only to those of its personnel, agent(s), or contractor(s) who have a need to know and who are under an obligation of confidentiality at least as restrictive as that contained herein and if such disclosure is in compliance with applicable law. Each such recipient of Confidential Information will be advised of the obligations under this Agreement. Confidential Information received may be used only to fulfill the purposes of the Agreement. The foregoing confidentiality obligations will not apply to information that: (i) is already known prior to disclosure through no fault or breach on the part of disclosing Party; (ii) is or becomes a matter of public knowledge through no fault or breach of disclosing Party; (iii) is rightfully received without a duty of confidentiality from a third party who has the right to transfer or disclose it; (iv) is independently developed by a Party without reliance upon any Confidential Information; or (v) is disclosed by operation of law. Each Party agrees to notify the other promptly if it becomes aware of any unauthorized disclosure or use of the Confidential Information, unless the Party is prohibited from giving notice pursuant to the law, a court order, or administrative order.

Any external communications, including for public relations, are subject to approval of both Parties prior to disclosure. All appropriate requests for disclosure must be approved without exception by both Parties' public relations departments in advance. The Parties agree to notify the other immediately if it becomes aware of any unauthorized disclosure or use of the Confidential Information.

Reseller acknowledges that during the Term of this Agreement, Reseller will receive and may become familiar with "personal information", "personal data," or "personally identifiable information" as those terms are defined under applicable data protection or privacy laws and regulations currently in effect or promulgated hereinafter ("**Client Personal Data**"). Notwithstanding the foregoing, any and all data regarding customer(s) and consumer(s) is the property of Flix and shall be included in the definition of Client Personal Data. Reseller is permitted to Process Client Personal Data on Flix' behalf only to perform the Services outlined herein. Reseller shall have no right to Client Personal Data and Reseller's Processing of Client Personal Data to perform the Services shall not constitute a grant of license or a transfer of rights to the Client Personal Data.

The Parties agree to handle Client Personal Data in accordance with the Data Protection Addendum ("**DPA**") located at: https://www.flixbus.com/dpa-resellers, which is expressly incorporated into the Agreement by reference. The DPA may be updated from time-to-time by Flix, as needed to comply with applicable data protection or privacy laws and regulations. The terms "Process", "Processing", or terms addressing similar functions when used in this Agreement shall have the meaning given to them in applicable data protection or privacy laws or regulations. This Section shall survive termination of this Agreement.

18. Right to Audit

Reseller agrees to, upon request by Flix and within seven (7) days of each such request, grant access to Flix and allow inspection/audit by Flix of Reseller's documents, records, premises, and policies and procedures that in any way relate to Reseller's compliance with any of its obligations under this Agreement (including but not limited to, any hours of service records, and/or any information or documentation relating to insurance, safety, service or accommodations to Customers with disabilities, service quality, training, and/or customer experience), unless such request by Flix states a bona fide need for immediate access, which shall be granted. Reseller shall ensure its cooperation in all such access requests and inspections/audits by Flix. Flix may terminate this Agreement immediately upon written notice for failure to cooperate in any access requests and/or inspections/audits. Should any incidents or issues of non-compliance be discovered during any inspection/audit, Reseller shall ensure that it promptly takes all commercially reasonable actions and efforts to fully address and resolve any such incidents and issues of non-compliance at its sole cost (it being expressly understood that (i) Flix is not subject to any affirmative contractual or legal obligations or any other duty requiring that it perform any inspections/audits of Reseller, (ii) this provision only grants Flix certain rights to conduct inspections/audits in its sole discretion, (iii) Reseller is solely responsible for compliance with all legal and regulatory obligations related to the provision and/or operative implementation of any Services hereunder, and (iv) that Reseller is solely responsible for its compliance with the provisions of this Agreement). The audit rights and obligations set forth in this section shall apply during the Term of this Agreement and for a period of twelve (12) months thereafter, or as otherwise required by law.

19. Assignment.

Any rights and/or obligations arising from this Agreement may be assigned or transferred (including by operation of law) wholly or partly to third parties by the Reseller only with the prior written consent of Flix, which consent shall be in Flix's sole discretion. If the Reseller is sold or otherwise undergoes a change of control, the rights and obligations arising from this Agreement shall not pass to the acquirer unless and until Flix has given its prior written consent, which consent shall be in Flix's sole discretion.
Flix may assign this Agreement in whole or in part, without consent of the Reseller, to a subsidiary or affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the Reseller. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

20. Trademarks

This Agreement does not grant either Party the right to use the other Party's or their affiliates' trademarks except as set out herein and as necessary to perform the Services. Nothing herein shall grant any rights to use or ownership to the Reseller for any intellectual property of Flix.

21. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the State of Illinois without reference to its conflict of law rules. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be filed in a court of competent jurisdiction in Macon County, Illinois. In any such dispute, the prevailing Party shall be entitled to recover all its fees and expenses.

22. Notice

Any notice under this Agreement shall be in writing and delivered by reputable overnight carrier, such as FedEx or UPS, United States Certified Mail, Return Receipt Requested, postage prepaid or email with receipt confirmation. Such notice shall be deemed to have been received three (3) days after deposited in the United States Mail.

23. Force Majeure.

Neither Party shall be liable for any delays in performing its obligations hereunder (except for the obligation to pay money) if such delays arise, directly or indirectly, out of causes beyond the control of such Party, including without limitation public disturbances, pandemics, fires or acts of God.

24. Severability

If any provision of this Agreement is or becomes ineffective or invalid, this shall not impair the effectiveness of the remaining provisions. The ineffective or invalid provision shall be replaced by mutual consent with an effective provision which comes closest to the commercial purpose intended by the ineffective or invalid provision.

25. Entire Agreement; Amendment

The Agreement (including each item incorporated by reference) constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to the subject matter hereof. Any amendment or modification of this Agreement shall be effective if it is in writing and signed by both Parties except that the Terms & Conditions may be amended or modified pursuant to the terms set forth therein.

IN WITNESS WHEREOF, the Parties have executed this Agreement to become effective as of the Effective Date noted herein.

For Flix North America, Inc.		*For FlixBus, Inc.*	
Signature:	DocuSigned by: Jose Soares E1E4ADA0C622402...	Signature:	DocuSigned by: Jose Soares E1E4ADA0C622402...
Name:	Jose Soares	Name:	Jose Soares
Title:	Director, Sales & Field Operations	Title:	Director, Sales & Field Operations
Date:	08.07.2026 | 06:23 CEST	Date:	08.07.2026 | 06:23 CEST

For Greyhound Lines, Inc.		***For Reseller*** City of Decatur, an Illinois Municipal Corporation	
Signature:	DocuSigned by: Jose Soares E1E4ADA8C622482...	Signature:	
Name:	Jose Soares	Name:	Julie Moore Wolfe
Title:	Director, Sales & Field Operations	Title:	Mayor
Date:	08.07.2026 | 06:23 CEST	Date:	

EXHIBIT A

Reseller is required to comply with all requirements of the Americans With Disabilities Act and other applicable state and local requirements regarding serving customers with disabilities. Reseller is reminded of the following obligations. This list is not exclusive but is meant to remind Reseller of these important legal requirements.

- Assist customers who cannot approach the ticket counter by coming to them and assisting them as reasonably requested so they can purchase a ticket.
- Ensure that all accessibility features of the location are present and working including doors, ramps, signs, etc. and that all necessary repairs are reported and completed promptly.
- Assist hearing and sight-impaired customers.
- Assist with baggage, boarding, mobility limitations (stairs, getting to restroom, etc.) and any other reasonable requests.
- Allow service animals and do not require registration or advanced notification.
- Communicate to customers that travel in a wheeled mobility device is welcome and requires a reservation to ensure there is capacity.
- Assist disabled customers with priority seating requests and reservations.
- Confirm and allow customers to stow their wheeled mobility device under the bus free of charge when the customer chooses to sit in a regular seat and provide assistance with the process.

ADDENDUM TO TICKET RESELLER AND LOCATION RELEATED SERVICES AGREEMENT

This addendum to the TICKET RESELLER AND LOCATION RELATED SERVICES AGREEMENT dated July 20th, 2026 ("Agreement"), is entered into as of July 20th, 2026 ("Addendum Effective Date"), by and among Reseller and Flix North America, Inc. ("Flix") (collectively referred to as the "Parties")

Pursuant to section 1.5 of the Agreement, Reseller requests to appoint the subcontractor listed below to perform some or all of the duties of Reseller under the Agreement.

Subcontractor: MV Public Transportation, Inc. 2711 N. Haskell Ave, Suite 1500, Dallas, TX 75204

Reseller shall remain responsible for the observance and performance of the Agreement, shall ensure the compliance by the Sub-Resellers and shall be directly liable to Flix for any breach by its Sub-Resellers of any of the obligations in this Agreement. Flix shall have the right to withdraw this consent if there is a material breach of the Agreement by the Subcontractor designated above by written notice to Reseller and provide a reasonable time for Reseller to find a substitute Subcontractor, not to exceed thirty (30) days.

Additionally, Reseller shall immediately notify Flix if said subcontractor is no longer engaged by Reseller and must receive written consent to appoint an alternative or substitute subcontractor by executing a new addendum to the Agreement.

Flix consents to the appointment of the designated Subcontractor named above.

DocuSigned by:

By: Jose Soares

E1E4ADA8C622402...

Jose Soares
Director of Sales & Field Management
Flix North America, Inc.

By: ______________________

Julie Moore Wolfe, Mayor
City of Decatur, Illinois

Council Memo
Legal Department
No. 2026-6

DATE: July 20, 2026

TO: **Honorable Mayor and City Council Members**

FROM: **Melissa Hon, City Manager**
Greg Zientara, Finance Director

SUBJECT: **Amendments to Chapter 51.5 – Hotel Use Tax**

SUMMARY RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 51.5.

BACKGROUND: The proposed amendment to Chapter 51.5 seeks to require online hosting sites to remit hotel use tax directly to the City for those properties not licensed, registered and/or paying the hotel use tax for their short term rentals.

RECOMMENDATION: Staff recommends the suggested amendments to Chapter 51.5.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE:
Melissa Hon, City Manager

BUDGET/TIME IMPLICATIONS: None

ORDINANCE NO.______________

ORDINANCE AMENDING CITY CODE
-CHAPTER 51.5-
-HOTEL USE TAX-

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

Section 1. That Chapter 51.5 of the City Code of the City of Decatur, Illinois be, and the same is hereby modified and amended by amending Sections 1, 3, 4, 5, 7 and 9, so that Sections 1, 3, 4, 5, 7 and 9 as so modified and amended, shall provide as follows:

Section 1. **DEFINITIONS**. The words and phrases used in this Chapter shall have their normal and customary meanings except as otherwise defined in this Section.

(1) "Facilitator" means any person who provides a means through which a person, owner, operator, or operator's agent may offer a hotel room, or motel room or a short term residential unit for rent, regardless of whether the rental or leasing charge is transferred through or processed by such facilitator, or by a separate entity.

(2) "Hotel" means any building or structure in which the public may, for a consideration, obtain living quarters, or sleeping or housekeeping accommodations in which ten or more rooms, apartments or suites are available for such use, and includes inns, motels, tourist homes or courts, lodging houses, rooming houses, and apartment houses.

(3) "Operator" or "Owner" means any person having an ownership interest in, or conducting the operation of, a hotel or motel room, or receiving the consideration for the rental of such hotel or motel room or short-term residential unit.

(4) "Permanent resident" means any person who occupied or has the right to occupy any room or rooms in a hotel for not fewer than thirty consecutive days.

(5) "Person" means any individual, firm, entity or representative.

(6) "Rent" or "rental" means the consideration received for occupancy, valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature.

(7) "Short-term residential unit" means all or part of a dwelling within the City that is rented to individuals or families who occupy overnight accommodations for a period of less than thirty (30) days. (Amended, Ordinance No. 2023-24, April 17, 2023)

Section 3. **HOTEL USE LICENSE AND TAX**. No person shall engage in the business or renting, leasing or letting rooms in a hotel or short-term residential unit in the City without an annual license first obtained from the City on forms as required by the City. The license fee for hotels shall be in the amount of Four Hundred Dollars ($400.00). The license fee for short-term residential units shall be in the amount of Twenty-Five Dollars ($25.00). Any person operating a hotel or short-term residential unit in the City without a license or failing or omitting to pay said tax when due, or failing or omitting to collect, account for and pay over said tax shall, in addition to any other penalty provided herein, upon conviction be fined not less than Two Hundred Fifty Dollars ($250.00) nor more than Five Hundred Dollars ($500.00). (Amended, Ordinance No. 2016-83, November 21, 2016) (Amended, Ordinance No. 2023-24, April 17, 2023)

Section 5. **PAYMENT OF TAX.**

A. A sworn monthly return shall be filed with the Finance Department of the City for each hotel or short-term residential unit in the City on forms prescribed by the Finance Director showing all receipts from each renting, leasing or letting of rooms, which return shall be filed no later than the twentieth day of the month next succeeding the month for which the return is made, and shall be accompanied by payment of all taxes due and owing for the month covered by said return. If the twentieth (20th) falls on a Saturday, Sunday, or City holiday, the tax is due on the_following business day. (Amended, Ordinance No. 2023-24, April 17, 2023)

B. If for any reason any tax is not paid when due, a penalty at the rate of ten percent (10%) per thirty-day period, or portion thereof, from the day of delinquency shall be added thereto and paid.

C. Payment and collection of said tax may be enforced by action in any court of competent jurisdiction and failure to collect, account for and pay over said tax shall be cause for revocation of any City license for such hotel or short-term residential unit or applicable to the premises thereof all in addition to any other penalty provided in this ordinance. (Amended, Ordinance 2016-39, June 20, 2016) (Amended, Ordinance No. 2023-24, April 17, 2023) (Amended, Ordinance No. 2024-07, February 5, 2024)

Section 7. **COMPLIANCE WITH LAW.** Licensed premises and the operations therein and thereof shall comply, in addition to the provisions of this Chapter, with all applicable provisions of Federal, State, and local law, ordinance, code, rule or regulation.

Section 9. **PENALTY; CIVIL ACTION.**

(A) Any taxpayer, including those persons required to collect taxes pursuant to Section 5 hereof, who fails to make a return within the time required therefor, or who fails to pay the tax due, or any portion thereof, for any month within the time required therefor, or who makes a fraudulent return or willfully violates any other provision of this Chapter shall be fined not less than Two Hundred Fifty Dollars ($250.00) nor more than Five Hundred Dollars ($500.00).

(B) All taxes required to be paid to the City under ~~to~~ the terms of this Chapter shall constitute a debt owed to the City, and the payment thereof may be enforced by the City in any court of competent jurisdiction. The payment of such debt, whether pursuant to legal action or otherwise, is in addition to any penalty imposed under subsection (A) hereof.

(C) Any person, firm, or corporation who shall violate any provision of this Chapter shall be fined not less than Two Hundred Fifty Dollars ($250.00) nor more than Five Hundred Dollars ($500.00) for each offense, and each day of continuing violation shall be deemed a separate offense.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of July 2026.

____

JULIE MOORE WOLFE, MAYOR

ATTEST:

____

CITY CLERK

ADDITIONS AND ~~DELETIONS~~

CHAPTER 51.5

HOTEL USE TAX

(Adopted, Ordinance 2015-65, December 7, 2015)

Effective Date January 1, 2016

Section 1. **DEFINITIONS**. The words and phrases used in this Chapter shall have their normal and customary meanings except as otherwise defined in this Section.

(1) "Facilitator" means any person who provides a means through which a person, owner, operator, or operator's agent may offer a hotel room, or motel room or a short term residential unit for rent, regardless of whether the rental or leasing charge is transferred through or processed by such facilitator, or by a separate entity.

~~(1)~~(2) "Hotel" means any building or structure in which the public may, for a consideration, obtain living quarters, or sleeping or housekeeping accommodations in which ten or more rooms, apartments or suites are available for such use, and includes inns, motels, tourist homes or courts, lodging houses, rooming houses, and apartment houses.

(3) "Operator" or "Owner" means any person having an ownership interest in, or conducting the operation of, a hotel or motel room, or receiving the consideration for the rental of such hotel or motel room or short-term residential unit.

~~(2)~~(4) “Permanent resident” means any person who occupied or has the right to occupy any room or rooms in a hotel for not fewer than thirty consecutive days.

(5) “Person” means any individual, firm, entity or representative.

~~(3)~~(6) “Rent” or “rental” means the consideration received for occupancy, valued in money, whether received in money or otherwise, including all receipts, cash, credits and property or services of any kind or nature.

~~(5)~~(7) “Short-term residential unit” means all or part of a dwelling within the City that is rented to individuals or families who occupy overnight accommodations for a period of less than thirty (30) days. (Amended, Ordinance No. 2023-24, April 17, 2023)

Section 3. **HOTEL USE LICENSE AND TAX**. No person shall engage in the business or renting, leasing or letting rooms in a hotel or short-term residential unit in the City without an annual license first obtained from the City on forms as required by the City. The license fee for hotels shall be in the amount of Four Hundred Dollars ($400.00). The license fee for short-term residential units shall be in the amount of Twenty-Five Dollars ($25.00). Any person operating a hotel or short-term residential unit in the City without a license or failing or omitting to pay said tax when due, or failing or omitting to collect, account for and pay over said tax shall, in addition to any other penalty provided herein, upon conviction be fined not less than ~~One~~ Two Hundred Fifty Dollars ($~~150~~250.00) nor more than Five Hundred Dollars ($500.00). (Amended, Ordinance No. 2016-83, November 21, 2016) (Amended, Ordinance No. 2023-24, April 17, 2023)

Section 4. **COLLECTION.** The owner and operator or facilitator of each hotel or short-term residential unit and the person to whom the license to operate the same is issued shall, jointly and severally, have the duty to collect and account for said tax from each user, lessee or tenant of rooms in such hotel or short-term residential unit at the time that the rent for the same is collected. (Amended, Ordinance No. 2023-24, April 17, 2023)

Section 5. **PAYMENT OF TAX.**

A. A sworn monthly return shall be filed with the Finance Department of the City for each hotel or short-term residential unit in the City on forms prescribed by the Finance Director showing all receipts from each renting, leasing or letting of rooms, which return shall be filed no later than the twentieth day of the month next succeeding the month for which the return is made, and shall be accompanied by payment of all taxes due and owing for the month covered by said return. <u>If the twentieth (20th) falls on a Saturday, Sunday, or City holiday, the tax is due on the following business day.</u> (Amended, Ordinance No. 2023-24, April 17, 2023)

B. If for any reason any tax is not paid when due, a penalty at the rate of ten percent (10%) per thirty-day period, or portion thereof, from the day of delinquency shall be added thereto and paid.

C. Payment and collection of said tax may be enforced by action in any court of competent jurisdiction and failure to collect, account for and pay over said tax shall be cause for revocation of any City license for such hotel or short-term residential unit or applicable to the premises thereof all in addition to any other penalty provided in this ordinance. (Amended, Ordinance 2016-39, June 20, 2016) (Amended, Ordinance No. 2023-24, April 17, 2023) (Amended, Ordinance No. 2024-07, February 5, 2024)

~~Section 7. REGULATIONS. The City Manager is hereby authorized to promulgate and publish rules and regulations and to establish procedures not inconsistent with the provisions hereof which said Manager may deem necessary or desirable to administer and enforce the same.~~

Section 7. **COMPLIANCE WITH LAW.** Licensed premises and the operations therein and thereof shall comply, in addition to the provisions of this Chapter, with all applicable provisions of Federal, State, and local law, ordinance, code, rule or regulation.

Section 9. **PENALTY; CIVIL ACTION.**

(A) Any taxpayer, including those persons required to collect taxes pursuant to Section 5 hereof, who fails to make a return within the time required therefor, or who fails to pay the tax due, or any portion thereof, for any month within the time required therefor, or who makes a fraudulent return or willfully violates any other provision of this Chapter shall be fined not less than Two Hundred Fifty Dollars ($250.00) nor more than Five Hundred Dollars ($500.00).

(B) All taxes required to be paid to the City under ~~to~~ the terms of this Chapter shall constitute a debt owed to the City, and the payment thereof may be enforced by the City in any court of competent jurisdiction. The payment of such debt, whether pursuant to legal action or otherwise, is in addition to any penalty imposed under subsection (A) hereof.

(C) Any person, firm, or corporation who shall violate any provision of this Chapter shall be fined not less than Two Hundred Fifty Dollars ($250.00) nor more than Five Hundred Dollars ($500.00) for each offense, and each day of continuing violation shall be deemed a separate offense.

COUNCIL MEMO
ECONOMIC AND COMMUNITY DEVELOPMENT
No. 2026-49

July 20, 2026

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Approval of Proposals for the City Council Community Grant Program

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution approving grant awards for eight (8) recipients under the City Council Community Grant Program and authorizing the City Manager to execute the associated funding agreements.

BACKGROUND: On March 2, 2026, the City Council approved Resolution R2026-39 establishing the evaluation criteria, application, and scoring process for the City Council Community Grant Program.

Applications were accepted and reviewed by staff for completeness. Complete application packages were then provided to the City Council for evaluation in accordance with the approved scoring criteria. Individual Council Member scores were averaged to determine each applicant's final score.

Under the approved program guidelines, grant funding was made available in an amount not to exceed $70,000. While the program anticipated awards of up to $10,000 each, two applicants requested less than the maximum award amount. As a result, the remaining available funding was awarded to the next highest-scoring applicant, allowing a total of eight (8) organizations to receive grant awards. The attached resolution approves the grant awards and authorizes the City Manager to execute funding agreements with the approved recipients.

The awarded organizations are as follows:
- Decatur YMCA $5,000
- God's Place of Deliverance Church $6,500
- Boys and Girls Club $8,500
- Good Samaritan Inn $10,000
- Decatur Area Arts Council $10,000
- Children's Museum $10,000
- MRI $10,000
- United Way $10,000

SCHEDULE: Grant Agreements will be executed and funding awarded upon Resolution approval.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

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

BUDGET/TIME IMPLICATIONS: Funding in the amount of $70,000 was appropriated in the FY2026 City Budget for the City Council Community Grant Program.

RESOLUTION NO. R2026 _____

RESOLUTION AUTHORIZING APPROVAL OF PROPOSALS FOR THE CITY COUNCIL COMMUNITY GRANT PROGRAM

WHEREAS, on March 2, 2026, the City Council approved the evaluation criteria, application, and scoring process for the City Council Community Grant Program; and,

WHEREAS, applications were accepted, reviewed, and evaluated in accordance with the approved program guidelines; and,

WHEREAS, based upon the evaluation process and City Council's review, the grant awards identified in Exhibit A have been recommended for funding.

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

Section 1. That the grant awards for the City Council Community Grant Program, as set forth in Exhibit A attached hereto and incorporated herein, are hereby received, placed on file, and approved.

Section 2. That the City Manager, or her designee, is hereby authorized and directed to execute and administer grant agreements and any other documents necessary to implement the approved grant awards for the City Council Community Grant Program.

PRESENTED AND ADOPTED this 20th day of July 2026.

____
Julie Moore Wolfe, Mayor

ATTEST:

____
Kim Althoff, City Clerk

Exhibit A

		Julie Wolfe		Consuelo Cruz		Dennis Cooper		David Horn		Ed Culp		Pat Mcdaniel			
Organization	Funds Requested	Total Score	Recommended Funding	Total Score	Recommended Funding	Total Score	Recommended Funding	Total Score	Recommended Funding	Total Score	Recommended Funding	Total Score	Recommended Funding	Total Average Score	Proposed Funding
Decatur YMCA	$ 5,000.00	30	$ 5,000.00	29	$ 5,000.00	27	$ 5,000.00	26	$ 5,000.00	30	$ 5,000.00	30	$ 10,000.00	29	$ 5,000.00
Good Samaritan Inn	$ 10,000.00	30	$ 10,000.00	25	$ 8,000.00	15	$ 5,000.00	28	$ 10,000.00	30	$ 10,000.00	23	$ -	25	$ 10,000.00
Decatur Area Arts Council	$ 20,000.00	30	$ 10,000.00	22	$ 5,000.00	7	$ -	25.5	$ 5,000.00	29	$ 10,000.00	28	$ 10,000.00	24	$ 10,000.00
Childrens Museum	$ 40,000.00	30	$ 10,000.00	27	$ 7,000.00	26	$ 10,000.00	25	$ 10,000.00	30	$ 10,000.00	0	$ -	23	$ 10,000.00
MRI	$ 20,575.00	30	$ 3,500.00	20	$ 10,000.00	28	$ 10,000.00	28.5	$ 10,000.00	30	$ 10,000.00	0	$ -	23	$ 10,000.00
United Way	$ 10,000.00	30	$ 10,000.00	28	$ 8,000.00	12	$ -	29	$ 10,000.00	30	$ 10,000.00	0	$ -	22	$ 10,000.00
God's Place of Deliverance Church	$ 6,500.00	30	$ 6,500.00	22	$ 4,000.00	22	$ 8,000.00	22	$ 6,500.00	30	$ 6,500.00	0	$ -	21	$ 6,500.00
Boys & Girls Club	$ 85,356.50	0	$ -	21	$ 5,000.00	25	$ -	24	$ 10,000.00	28	$ 10,000.00	21	$ 10,000.00	20	$ 8,500.00
Sista Girls & Friends	$ 10,000.00	30	$ 10,000.00	20	$ 500.00	8	$ -	27	$ 10,000.00	28	$ 10,000.00	0	$ -	19	$ -
African American Cultural Museum	$ 10,000.00	30	$ 10,000.00	20	$ 4,000.00	9	$ -	23	$ 10,000.00	28	$ 10,000.00	0	$ -	18	$ -
New Millenium Faith Ministries	$ 10,000.00	0	$ -	24	$ 2,000.00	27	$ 10,000.00	24	$ 10,000.00	30	$ 10,000.00	0	$ -	18	$ -
Thinkwell Makerspace Innovation	$ 10,000.00	0	$ -	21	$ 3,000.00	25	$ 10,000.00	26	$ 10,000.00	30	$ 10,000.00	0	$ -	17	$ -
Passionate Care Outreach	$ 70,000.00	0	$ -	29	$ 10,000.00	16	$ 10,000.00	22	$ -	24	$ 5,000.00	0	$ 5,000.00	15	$ -
World Service Enterprise Organization	$ 10,000.00	0	$ -	24	$ 8,000.00	11	$ 5,000.00	24	$ 10,000.00	28	$ 10,000.00	0	$ -	15	$ -
Church of the Living God Temple 1	$ 10,000.00	0	$ -	15	$ 500.00	17	$ 5,000.00	21	$ -	30	$ 10,000.00	0	$ -	14	$ -
Golden Steps Academy	$ 5,000.00	0	$ -	19	$ 1,000.00	8	$ -	19.5	$ -	30	$ 5,000.00	0	$ -	13	$ -
Safe Places for Youth	$ 25,000.00	0	$ -	15	$ -	8	$ -	23	$ 10,000.00	28	$ 10,000.00	0	$ -	12	$ -
Illinois Business Builders	$ 7,500.00	0	$ -	19	$ 3,000.00	8	$ -	21.5	$ 7,500.00	20	$ 5,000.00	0	$ -	11	$ -
*hightlighted organizations denote awarded grant														Total Awards: $70,000.00	

Council Memo
Public Works Department
No. 2026-67

DATE: 7/20/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Resolution Appropriating Additional Motor Fuel Tax Funds for the Construction Maintenance Agreement with the Illinois Central Railroad for the Brush College Road Grade Separation Project, City Project 2009-33 Section 09-00933-01-BR

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest to the appropriation of an additional $90,000 to the $976,481 already appropriated, for a total of $1,116,481 in State Motor Fuel Tax (MFT) funds for the Construction Maintenance Agreement with the Illinois Central Railroad Company for the Brush College Road Grade Separation Project.

BACKGROUND:
The Illinois Department of Transportation opened bids on the Brush College Grade Separation Project on June 16, 2023. The low bid was provided by the joint venture of William Charles Construction Company, LLC and White Construction, LLC for $68,927,123.81. As part of the construction of the grade separation structure, the City entered into construction agreements with the two railroad companies affected by the project, the Norfolk Southern Railway Company and the Illinois Central Railroad Company.

Both railroad agreements require that the City pay the actual costs incurred by the railroads for their participation in the project regardless of the estimated amounts stated in the agreements. In November 2025 the Illinois Central exceeded their estimated expenditure of $776,481 prepared in 2021. The City was not able to get the Illinois Central to provide an updated estimate at that time, so to avoid possible construction delays, the City Council increased the State MFT appropriation for the Agreement by $200,000. The Illinois Central Railroad has been more cooperative this time around and has recommended a remaining amount that should be covered by the appropriation of an additional $90,000. The additional funds appropriated beyond the original $776,481 may not be eligible for reimbursement unless additional funds are available at the conclusion of the project.

LEGAL REVIEW: This is a standard IDOT form for Motor Fuel Tax authorization.

PRIOR COUNCIL ACTION:
July 19, 2021: City Council approved Resolution R2021-127 authorizing a Construction Maintenance Agreement with Illinois Central Railroad Company for Brush College Road Grade Separation Project for a cost of $776,481.

December 1, 2025: City Council approved Resolution R2025-311 Appropriating an additional $200,000 for the Construction Maintenance Agreement with the Illinois Central Railroad Company for Brush College Road

Grade Separation Project for a total cost of $976,481.

See Appendix A for other prior Council actions related to this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:
Illinois Central Railroad

STAFF REFERENCE: Matt Newell, Public Works Director. Matt 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 allocated among numerous grants from the Federal and State governments, along with funding from the City allocated in the State Motor Fuel Tax Fund. Funding for this resolution is available in the State Motor Fuel Tax Fund.

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

SCHEDULE:
The construction project is under contract with the State of Illinois and under the direction of the Illinois Department of Transportation. The project is scheduled to be substantially completed and open to traffic by September.

ATTACHMENTS:
1. 2026-67 Resolution Appropriating Additional Motor Fuel Tax Funds for the Construction Maitenance Agreement with Illinois Central Railroad to Improve B
2. 2026-67 Appendix A

RESOLUTION NO. __________

RESOLUTION APPROPRIATING ADDITIONAL MOTOR FUEL TAX FUNDS FOR THE CONSTRUCTION MAINTENANCE AGREEMENT WITH THE ILLINOIS CENTRAL RAILROAD FOR THE BRUSH COLLEGE ROAD GRADE SEPARATION PROJECT
CITY PROJECT 2009-33
SECTION 09-00933-01-BR

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

Section 1. That there is hereby appropriated the additional sum of $90,000 of State Motor Fuel Tax funds for the Construction Maintenance Agreement between the City of Decatur and the Illinois Central Railroad in accordance with the applicable provisions of the Illinois Highway Code. With this resolution, the total funds appropriated for this Agreement is $1,116,481.00.

Section 2. That only those operations listed and described as part of the City's Agreement with the Illinois Central Railroad, are eligible for State Motor Fuel Tax funds and shall be designated as Section 09-00933-01-BR.

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 four original certified 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, at Effingham, Illinois.

PRESENTED AND ADOPTED this 20th day of July 2026.

____

JULIE MOORE WOLFE, MAYOR

ATTEST:

____

KIM ALTHOFF, CITY CLERK

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Supplemental		09-00933-01-BR

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Decatur (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

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

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Brush College Road		FAU7448	Brush College Road	Faries Parkway

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Construction Work Required as part of the Brush College Grade Separation Project. Agreement between the City and the Illinois Central Railroad.

2. That there is hereby appropriated the sum of Ninety Thousand Dollars Dollars ($90,000.00) 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 July 20, 2026 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20th (Day) day of July, 2026 (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

APPENDIX A

PRIOR COUNCIL ACTION:

1. **July 6, 2010** – City Council approved Resolution R2010-140, authorizing an engineering design services agreement with URS Corporation (now AECOM) to perform preliminary design work to improve the Brush College Road crossing of the Norfolk Southern rail yard south of Faries Parkway. The design services agreement was for $811,000 and was paid for by an "Illinois Jobs Now!" grant from the State of Illinois.

2. **July 6, 2010** – City Council approved Resolution R2010-141, authorizing a Local Agency Agreement with the Illinois Department of Transportation to provide $811,000 to fund the design agreement between the City and URS Corporation.

3. **November 9, 2011** – City Council approved Resolution R2011-175, authorizing a change order to the agreement with URS Corporation to provide an additional $587,714 to expand the project to include a structure crossing Faries Parkway. The total design agreement increased to $1,398,714.35.

4. **November 21, 2011** – City Council approved Resolution R2011-177, authorizing an agreement with the Norfolk Southern Corporation in the amount of $26,845 to review and comment on the preliminary design for the proposed rail yard crossing.

5. **July 16, 2013** – City Council approved Resolution R2013-71, authorizing a change order to the agreement with URS Corporation to provide an additional $39,998. The total design agreement increased to $1,438,712.35.

6. **May 18, 2015** – City Council approved Resolution R2015-54, authorizing a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) of Decatur, IL, for the not-to-exceed amount of $2,156,599 to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.

7. **May 18, 2015** – City Council approved Resolution R2015-55, authorizing a Local Agency Agreement for State Participation to fund $2,006,014 of the project costs through an Illinois Jobs Now! Grant.

8. **April 17, 2017** – City Council approved Resolution R2017-47, terminating a $2,156,599 Engineering Services Agreement with AECOM Technical Services, Inc. of Decatur, IL, to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.

9. **August 7, 2017** – City Council approved Resolution R2017-96, authorizing a professional services agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project for a fee not to exceed $168,375.

10. **August 7, 2017** – City Council approved Resolution R2017-97, authorizing a Local Agency Agreement for State Participation with the State of Illinois for the use of Illinois Jobs Now! Funds

for land acquisition for the Brush College Road Improvement Project utilizing the remainder of the City's Illinois Jobs Now! grant which is $2,006,014. The agreement amount includes the payment of 100% of the land acquisition services agreement with CMT for $168,375 and the remainder will be allocated toward property purchases.

11. **October 1, 2018** – City Council approved Resolution R2018-127, authorizing a Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorized up to $2,400,000 in Federal funds which represents 80% of $3,000,000. Only a portion of the requested engineering services funding was authorized by the Agreement pending additional funds being awarded by the Illinois Commerce Commission.

12. **October 1, 2018** – City Council approved Resolution R2018-128, appropriating $600,000 in State Motor Fuel Tax (MFT) funds to pay the City's portion for the agreement with AECOM to perform design services for the Brush College / Faries Parkway Grade Separation.

13. **October 1, 2018** – City Council approved Resolution R2018-129, authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of $3,349,667, with an expected reimbursement of $2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).

14. **October 1, 2018** – City Council approved Resolution R2018-130, authorizing a Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of $3,349,667, with an expected reimbursement of $2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).

15. **December 17, 2018** – City Council approved Resolution R2018-160, authorizing an Amendment to the Agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform additional land acquisition services for the Brush College Road Improvement Project for an additional fee of $339,311 which is added to the original fee of $168,375 for a total fee of $507,686.

16. **August 19, 2019** – City Council approved Resolution R2019-115 authorizing the purchase of the property located at 3915 Faries Parkway to provide right of way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. The Resolution authorized the expenditure of $120,000 in State Motor Fuel Tax funds which included $80,000 for purchase of the property and $40,000 for anticipated relocation reimbursement.

17. **August 19, 2019** – City Council approved Resolution R2019-116 authorizing a Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of Right of Way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

18. **August 19, 2019** – City Council approved Resolution R2019-117 appropriating $3,218,000 of State Motor Fuel Tax funds for the purpose of paying the City's portion of the Local Public

Agency Agreement for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

19. **August 19, 2019** – City Council approved Resolution R2019-118 authorizing an agreement between the City of Decatur and Ameren Illinois Company to relocate their electrical substation located at 1840 North Brush College Road for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

20. **October 21, 2019 –** City Council approved Resolution R2019-154 authorizing the purchase of 1940 North Brush College Road for $250,000 in State Motor Fuel Tax funds which includes $200,000 for purchase of the property and $50,000 for anticipated relocation reimbursement.

21. **October 21, 2019** – City Council approved Resolution R2019-155 authorizing the purchase of 3925 East Faries Parkway for $194,600 in State Motor Fuel Tax funds which includes $164,600 for purchase of the property and $30,000 for anticipated relocation reimbursement.

22. **October 21, 2019** – City Council approved Resolution R2019-156 authorizing the purchase of the vacant lot immediately to the west of 3925 East Faries Parkway for $5,300 in State Motor Fuel Tax funds. This property is a parking lot so no relocation benefits can be claimed.

23. **December 30, 2019** – City Council approved Resolution R2019-220 authorizing an additional $874.89 to pay for relocation expenses for the purchase of the property located at 3915 Faries Parkway. The original Resolution authorized the expenditure of $120,000 in State Motor Fuel Tax funds which included $80,000 for purchase of the property and $40,000 for anticipated relocation reimbursements. The anticipated $40,000 allocated for relocation and moving reimbursements will total $40,874.89 which exceeded the authorized amount by $874.89.

24. **January 21, 2020** – City Council approved Resolution R2020-07 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional $2.2 million for a total of $5.8 million in Federal funds from the $25 million Illinois Competitive Freight Program grant awarded to the City.

25. **March 16, 2020** – City Council approved Resolution R2020-44 authorizing the purchase of 1980 N Brush College Road for $2,000,000 in State Motor Fuel Tax funds which includes $900,000 for purchase of the property and $1,100,000 for anticipated relocation reimbursement.

26. **March 16, 2020** – City Council approved Resolution R2020-45 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road / Faries Parkway The Amendment Authorizes an additional $950,000 in Grade Crossing Protection Funds.

27. **May 4, 2020** – City Council approved Resolution R2020-70 authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the

purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional $1,390,000 in Grade Crossing Protection Funds.

28. **September 8, 2020** – City Council approved Resolution R2020-119, authorizing Supplement #1 of $576,078 for a total design fee of $3,925,745, with $3,350,000 being reimbursed by the Freight Program, to the professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road/Faries Parkway railroad grade separation project.

29. **September 8, 2020** – City Council approved Resolution R2020-120 authorizing Supplement #1 to the Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc.

30. **January 4, 2021-** City Council approved Resolution R2021-01 authorizing the purchase of 2112 N Brush College Road for $57,100 in State Motor Fuel Tax funds with an expected $45,680 reimbursement from the Illinois Competitive Freight Program.

31. **February 1, 2021**- City Council approved Resolution R2021-13 authorizing the purchase of property and temporary easements on the Northeast Corner of North Brush College Road and Faries Parkway for $13,840 in State Motor Fuel Tax funds with an expected $11,072 reimbursement from the Illinois Competitive Freight Program.

32. **March 1, 2021 –** City Council approved Resolution R2021-30 authorizing the purchase of property owned by Archer Daniels Midland Company for $398,600 in State Motor Fuel Tax Funds with an expected $318,800 reimbursement from the Illinois Competitive Freight Program

33. **July 19, 2021-** City Council approved Resolution R2021-125 authorizing an authority to work agreement with AT&T to relocate terminal box for Brush College Road Grade Separation Project in the amount of $153,363.66.

34. **July 19, 2021-** City Council approved Resolution R2021-127 authorizing a construction maintenance agreement with the Illinois Central Railroad Company for the Brush College Road Grade Separation Project in the amount of $776,481.

35. **September 20, 2021-** City Council approved Resolution R2021-177 amending an agreement for preliminary engineering services with Norfolk Southern Railway Company for the Brush College Road Grade Separation Project in the amount of $20,481 added to the original agreement of $18,596 for a total of $39,077.

36. **November 15, 2021**- City Council approved Resolution R2021-212 authorizing a public improvements agreement with the Norfolk Southern Railway Company for the Brush College Road Grade Separation Project for a fee of $600,506.

37. **December 6, 2021-** City Council approved Resolution R2021-218 approving a local public agency engineering services agreement with AECOM Technical Services, Inc. for the Brush College/Faries Parkway Grade Separation Project City Project 2009-33 Section No. 09-00933-01-BR for a fee not to exceed $4,542,821.

38. **January 18, 2022-** City Council approved Resolution R2022-10 authorizing Local Agency Agreement for Federal Participation with the State of Illinois for the Brush College Road/Faries Parkway Grade Separation City Project 2009-363 Section 09-00933-01-BR for fee not to exceed $3,916,436.00.

39. **July 5, 2022-** City Council approved Resolution R2022-106 accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company Inc. for Brush College Buildings Demolition City Project 2009-33 in the amount of $397,322.00.

40. **May 15, 2023-** City Council approved Resolution R2023-96 authorizing a Joint Funding Agreement for the Construction of the Brush College Road Grade Separation at Faries Parkway.

41. **May 15, 2023-** City Council approved Resolution R2023-98 approving a Local Public Agency. Engineering Services Agreement with AECOM Technical Services, Inc. Construction Engineering Services for Brush College/Faries Parkway Grade Separation Project.

42. **May 15, 2023-** City Council approved Resolution R2023-99 authorizing Supplement #2 to the Professional Services Agreement with AECOM to add $580,000 in Design Services costs for the Brush College Road Grade Separation over Faries Parkway and the Norfolk Southern Railroad.

43. **May 15, 2023-** City Council approved Resolution R2023-100 authorizing Supplement #2 to the. Local Public Agency Engineering Services Agreement with AECOM Technical Services, Inc.

44. **August 21, 2023-** City Council approved Resolution R2023-175 authorizing a Letter of Amendment between the City of Decatur and the Norfolk Southern Railway Company for a fee of $545,329.

45. **September 18, 2023-** City Council approved Resolution R2023-22 authorizing Supplement #1 to the Local Agency Engineering Services Agreement with AECOM Technical Services, Inc.

46. **February 5, 2024-** City Council approved Resolution R2024-39 authorizing a letter of Amendment to the Construction and Maintenance Agreement with the Illinois Central Railroad Company for Brush College Road Grade Separation Project.

47. **June 17, 2024-** City Council approved Resolution R2024-252 authorizing Amendment #3 to the Local Public Agency Agreement for Federal Participation for Utility Adjustments for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks.

48. **June 17, 2024-** City Council approved Resolution R2024-253 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Construction for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks.

49. **June 17, 2024**- City Council approved Resolution R2024-254 authorizing Amendment #3 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks.

50. **July 15, 2024**- City Council approved Resolution R2024-269 authorizing a grant agreement with the Federal Railroad Administration for a $2 million Consolidated Rail Infrastructure and Safety Improvement (CRISI) Grant for Construction Engineering Services for the Brush College/Faries Parkway Grade Separation Project.

51. **July 15, 2024**- City Council approved Resolution R2024- 270 authorizing a grant agreement with the Federal Railroad Administration for a $16 million Railroad Crossing Elimination (RCE) Grant for the Construction of the Brush College/Faries Parkway Grade Separation Project.

52. December 1, 2025- City Council approved Resolution R2025-311 authorizing the appropriation of an additional $200,000 to the $776,481 already appropriated, for a total of $976,481 in State Motor Fuel Tax (MFT) funds for the Construction Maintenance Agreement with the Illinois Central Railroad Company for the Brush College Road Grade Separation Project.

Council Memo
Public Works Department
No. 2026-74

DATE: 7/20/2026

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:
Resolution Authorizing a Professional Engineering Services Agreement with Clark Dietz Inc. to Provide Design Engineering Services for the North Summitt Avenue Drainage Improvements, City Project 2026-18

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest a Resolution approving a professional services agreement with Clark Dietz, Inc. for the design of the North Summit Avenue Drainage Improvements for a fee not to exceed $274,800.

BACKGROUND:
The North Summit Avenue Drainage Improvement, see attached location map, is identified as the number 2 priority area in the 2024 stormwater fee increase and 2026 budget. The project area has undersized storm sewers and surface drainage that follows the natural drainage path between houses. The area also overlays the Ellen and Division inflow and infiltration project location that is included in the USEPA Administrative Consent Order (ACO) with the City. The ACO requires the City to eliminate sanitary sewer overflows and reduce basement backups. It has long been documented in other City projects that inadequate storm drainage has a large effect on the amount of inflow and infiltration into the sanitary sewer.

The project plan is to improve the existing drainage by the installation of new storm sewers and improvement of the existing ditches where possible. The project flows through a private pond owned by 12 properties northwest of the intersection of Harrison and Summit Ave. The pond was built by the subdivision but not built for stormwater detention. The City has received many complaints from property owners bordering the pond seeking assistance in improving the water quality due to eutrophication and sediment. The design will include a review of the plan's effect on the pond.

Request for Proposals
On January 6, 2026, the City issued a request for proposals and qualifications to provide design services for the drainage improvements of the North Summit area. Proposals were received on February 13, 2026. Eight firms submitted formal statements of qualifications. Public Works Department staff reviewed the proposals and shortlisted three firms to interview. After the interviews, the team recommended Clark Dietz, Inc., of Champaign, IL, as the firm best able to serve the City in performing the requested design services.

Engineering Services Agreement
The design services are to prepare drawings and specifications for construction and necessary permits.

The Agreement will generally include the following services:

1. Public Meeting and Coordination.
2. Perform a topographic survey of the project area.
3. Model the existing and proposed storm drainage system.
4. Provide primary design and cost estimate.
5. Provide up to 25 easements.
6. Complete the final design and prepare construction plans and specifications for bid.
7. Final estimate of cost.
8. Prepare necessary permits.
9. Provide bidding assistance to the City.

The proposed fee is $274,800, which will be paid from the Stormwater Fund.

LEGAL REVIEW: The agreement was reviewed and approved by Legal on May 4, 2026

PRIOR COUNCIL ACTION:
The 2026 Budget and Capital Improvements Plan included an allocation of funds for this project.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:
Clark Dietz Inc.

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

BUDGET/TIME IMPLICATIONS: Budget Impact: The proposed engineering services agreement with Clark Dietz Inc. is for $274,800. Funding for this project is allocated in the Stormwater Fund which is funded by stormwater user fees.

Staffing Impact: Staff time is allocated to manage and review the design.

This memorandum was prepared by Paul Caswell, P.E.
Attach: 3

ATTACHMENTS:
1. 2026-74 Resolution Authorizing a PSA with Clark Dietz to Provide Design Eng for Summit Drainage Improvements w Exhbit 1
2. 2026-74 Location Map

RESOLUTION NO. ___________

RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CLARK DIETZ, INC. TO PROVIDE DESIGN ENGINEERING SERVICES FOR THE NORTH SUMMIT AVENUE DRAINAGE IMPROVEMENTS, CITY PROJECT 2026-18

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

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

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Clark Dietz, Inc., for a fee not to exceed $274,800.

PRESENTED and ADOPTED this 20th day of July, 2026.

____
Julie Moore Wolfe, Mayor

Attest:

____
Kim Althoff, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
For the
NORTH SUMMIT AVENUE DRAINAGE IMPROVEMENTS
CITY PROJECT 2026-18

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

SCOPE OF WORK

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

SECTION I. GENERAL

A. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.

B. NOTICE TO PROCEED. The Consulting Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.

C. TIME. The Consulting Engineer shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.

D. CITY'S REPRESENTATIVE. The City's representative to the Consulting Engineer shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.

E. EXTRA WORK AND AMENDMENTS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Amendment from the City's Representative, to perform extra work before such work is actually performed. An Amendment form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

1. City's Requirements. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.

2. Advise Regarding Additional Data. Advise the City's Representative as to the necessity of the City's providing or obtaining from others data or services of the types described in Section V(C) in order to evaluate or complete the Project, and act as the City's representative in connection with any such services.

3. Technical Analysis. Provide analysis of the City's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

4. Economic Analysis. Provide a general economic analysis of the City's requirements applicable to various alternatives in accordance with economic parameters and assumptions provided by the City's Representative.

5. Report Preparation. Prepare a report ("Study Report") containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the City of Decatur. The Study Report shall also set forth the Consulting Engineer's findings and recommendations with opinions of probable costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs"). Specific requirements for the Study Report are included in Exhibit A, Scope of Services.

6. Report Presentation. Furnish paper copies and digital copies of the Study Report in the number and format specified in Exhibit A, Scope of Work, and present and review the Study Report in person with the City as the City's Representative shall direct. The cost of reproduction of the Study Report shall be considered a reimbursable expense and paid in accordance with Section V(C) of this Agreement.

7. Completion Time. The Study Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

B. PRELIMINARY DESIGN PHASE.

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

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

2. Preliminary Design Documents. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Specific requirements of the aforementioned Preliminary Design Documents are included in Exhibit A, Scope of Services.

3. Revised Project Costs. Submit a Preliminary Design Opinion of Probable Project Costs based on the results of this phase of work including construction costs, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges utilizing and based on the information obtained or produced during the preliminary design phase and documents.

4. Real Estate Acquisition: Legal Description and Plat. Furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project utilizing and based on the preliminary design documents. The documents shall meet the format requirements of the Macon County Recorder's Office. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility. The legal description text shall also be reproduced in electronic format in a generally commercially available word processing software program approved by the City's Representative.

5. Document Presentation. Furnish paper copies and digital copies of the Preliminary Design Report ("Design Report") in the number and format specified in the Exhibit A, Scope of Work and present and review the Design Report in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.

6. Completion Time. The Preliminary Design Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

C. FINAL DESIGN PHASE.

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

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications (Specifications"). The Specification shall consist of Part 3 "Technical Specifications" of the City's standard Capital Improvement Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.

2. Approvals of Governmental Entities. Furnish to the City's Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

3. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and allowances for compensation for damages to properties and interest and financing charges.

4. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Consulting Engineer shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. The Consulting Engineer shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.

5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.

6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

D. BIDDING PHASE.

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

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.

2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City's Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, ("Contractors"), for those portions of the work as to which such acceptability is required by the bidding documents.

3. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.

4. Distribute Plans and Contract Documents to Bidders. Reproduce sufficient copies of the plans and contract documents and make them available to all prospective bidders. The Consulting Engineer shall create a Plan Holder List by recording the business name, contact person name, address, telephone number, fax number and email address of each of the bidders taking a set of plans and contract documents. The Consulting Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Consulting Engineer, which shall offset the cost of duplication; said amounts shall not be billed to the City. Alternately, the Consulting Engineer may arrange to have plans and specifications made available to prospective bidders through the services of a plan and specification duplication firm that offers plan distribution services provided that the firm obtains the same bidder information as required of the Consulting Engineer and that no cost for this service be billed to the City.

5. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in

writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.

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

7. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.

B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.

D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.

E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.

F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.

G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.

I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.

B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.

C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.

D. INSURANCE.

1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.

2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.

3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.

4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.

5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.

6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:

   a. Name and address of party insured.

   b. Name(s) of insurance company or companies.

   c. Name and address of authorized agent executing such certificate.

   d. Description of type of insurance and coverage afforded thereunder.

   e. Insurance policy numbers.

   f. Limits of liability of such policies and date of expiration of policies.

   g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.

7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:

   a. Workers' Compensation:

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

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

      Personal Injury Liability coverage.

c. Automobile Liability: Combined single limits of, no less than, one million dollars ($1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.

d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars ($1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.

e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.

8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.

2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.

3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.

4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.

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

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

H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.

I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.

J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.

L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.

M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.

N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars ($5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.

O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.

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

SECTION V. PAYMENT

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

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

B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.0.

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

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

D. PAYMENT FOR WORK COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.

2. Monthly Progress Reports. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.

3. Maximum Payment Requests. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.

4. Time and Manner of Payments. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.

5. Release of Claims. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.

6. Local Government Prompt Payment Act. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.

E. PAYMENT UPON TERMINATION. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this ___________ day of _________________ , 2026

THE CITY OF DECATUR, ILLINOIS

By: ____________________________
Mayor

ATTEST:

____
City Clerk

CONSULTING ENGINEER FORM

By: Sean M. Widener

ENGINEERING FEE ESTIMATE | Date: 6/4/2026
Client: City of Decatur | Estimator: CWL
Project: North Summit Drainage Improvements
Scope: Study & Design for surface drainage, storm sewer improvements, easement acquisition, survey for N. Summit Avenue area.

ITEM	Senior Engr. P-7	Project Manager P-5	Senior Technician T-5	Project Engr P-3	Other Expense	Subtotal
PROJECT ADMIN						**$ 5,120**
Monthly Project Status Reports		12				$ 2,700
Subconsultant Management		4	8			$ 2,420
CLIENT COORDINATION						**$ 7,590**
Submit 50% Design Plans, Review Meeting w/ City		4	4	4	$ 150	$ 2,530
Submit 90% Design Plans, Review Meeting w/ City		4	4	4	$ 150	$ 2,530
Submit Final Design Plans, Review Meeting w/ City		4	4	4	$ 150	$ 2,530
SUMMIT SURVEY						**$ 89,490**
Topo Field Survey TWM			4		$ 19,100	$ 19,860
Drainage Field Survey			4		$ 19,790	$ 20,550
Easements (assume 25 parcels) TWM		4	24	12	$ 25,000	$ 32,620
Process Drainage area Topo in Drainage Evaluation Areas			4		$ 8,500	$ 9,260
Create existing Pipe Networks				40		$ 7,200
PUBLIC INVOLVEMENT						**$ 28,640**
Coordination with Impacted Properties		16	48	16	$ 1,000	$ 16,600
Public Meetings and Coordination (assumes 2 public meetings)		16	24	16	$ 1,000	$ 12,040
SUMMIT PRELIMINARY DESIGN (50% DESIGN)						**$ 60,210**
Develop preliminary route plan		8	24	100		$ 24,360
Evaluate additonal drainage areas & develop plans		16	16	60		$ 17,440
Gather right-of-way information		2	2	4		$ 1,550
Coordination with utility companies		4	4	32		$ 7,420
IEPA NOI/SHPO/Joint Permit and Tribal Coordination		8		20		$ 5,400
Prepare Preliminary Probable Construction Cost		8	8	4		$ 4,040
SUMMIT FINAL DESIGN (100% DESIGN)						**$ 61,330**
Title Sheet				2		$ 360
Location Maps, General Notes, Index				2		$ 360
Plan & Profile Sheets		16	36	96	$ 150	$ 27,870
Detail Sheets, including Erosion Control Details		2	4	8		$ 2,650
Quantity Calculations		4	8	16		$ 5,300
Traffic Control Details and Notes		2	2	4		$ 1,550
Technical Specifications	4	12	4	40	$ 150	$ 11,830
Probable Construction Cost		4	4	4		$ 2,380
IEPA Permits	2	4		4	$ 100	$ 2,230
Quality Control Review	8	4	4			$ 3,700
Prepare bid documents based on comments		4	4	8		$ 3,100
SUMMIT BIDDING SERVICES						**$ 7,380**
Prepare Advertisement notice and submit to City for publication			2			$ 380
Issue bidding documents to prospective bidders and maintain document holders lists			2			$ 380
Conduct pre-bid meeting & prepare meeting minutes			4			$ 760
Prepare and issue addenda as needed	4	4	8			$ 3,440
Prepare tabulation of bids			2			$ 380
Review contractor bids and make recommendation regarding contract award		2	4			$ 1,210
Prepare contract documents for execution by contractor and City		2	2			$ 830
CONTINGENCY						**$ 15,000**
Total Hours	18	170	272	500		960
Billing Rate	255	225	190	180		
Fee	$ 4,590	$ 38,250	$ 51,680	$ 90,000	$ 75,240	$ 274,800

City of Decatur
North Summit Avenue Drainage Improvements Project
Scope/Fee/Agreement Assumptions

1. This Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

2. Local permits for this project will be obtained by the City with information provided by Clark Dietz, Inc. All permit fees will be paid by the City.

3. State permits for this project will be obtained by the City with information provided by Clark Dietz, Inc. All permit fees will be paid by the City.

4. This Agreement does not include obtaining or processing Federal permits.

5. This Agreement does not include field staking for right-of-way or easements. Clark Dietz, Inc. does not perform construction staking.

6. This Agreement does not include the preparation of assessment roles or schedules.

7. This Agreement includes negotiation or acquisition services that may be required to obtain up to 25 right-of-way, temporary easements, or permanent easements.

8. This Agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.

9. This Agreement does not include special waste assessment investigations, Preliminary Environmental Site Assessments, Preliminary Site Investigations, or special waste remediation activities.

10. This Agreement includes obtaining environmental clearances from IDNR through EcoCAT and SHPO review. This Agreement does not include biological, wetland, cultural, historic, or archeological investigation and/or remediation activities.

11. This Agreement assumes that funding is not being obtained from the IEPA SRF program for the project and therefore a Facility Plan, environmental clearances, and loan applications are not required. Funding assistance in any form is not included in the scope of services.

12. This Agreement includes no time for archaeological survey that may be required during Tribal consultation as no Tribal consultation is assumed necessary. If it is deemed necessary, that work will be covered under a different agreement with the City.

13. This Agreement does not include a Geotechnical survey. If those services are required, the City will provide that information as part of a separate agreement.

14. This Agreement does not include televising for sewer service laterals or design for sewer lining.

15. This Agreement does not include roadway typical section studies or pavement design studies. Existing and proposed typical section elements, including pavement cores and proposed pavement sections, will be provided by the City.

16. This Agreement does not include traffic data collection or traffic forecasting.

17. This Agreement does not include roadway lighting design.

18. This Agreement does not include utility potholing.

19. This Agreement does not include construction engineering services. Construction engineering services will be provided by a subsequent Agreement.

20. The project limits are bounded by Center Street to the south, McClellan Avenue to the East, Ravina Park Road to the north and Summit Avenue to the west, with some additional work possible west of Summit Avenue, north of Harrison Avenue.

21. This agreement does not include Geotechnical investigation. If those services are required, the City will provide that information as part of a separate agreement.

22. This agreement does not include the Powers Blvd. study area. That work will be covered in a separate agreement with the City.

CITY OF DECATUR ILLINOIS

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

Notice to Proceed

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

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

The City Representative for this Phase of work is ___________________________.

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

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

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY:____
(Signature) (Title)

Dated this ____ day of _____________________________, 20____.

EXHIBIT C

PROJECT TIMELINE

City of Decatur

Project: North Summit Avenue Drainage Improvements

Clark Dietz - Expected Project Timeline

Award of Consulting Contract	June 2026
Notice to Proceed	July 2026
Field Survey and Information Collection	July – August 2026
50% Design Submittal	October 2026
100% Design Submittal	February 2027
Bidding	March 2027
Award Construction Contract	April 2027
Power Blvd. Study – Final Deliverable	January 2027

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

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

Amendment No

Date: ____________

Request No. ______ ☐ Final

Consulting Engineer: ______________________________

Address: ______________________________

____

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

I recommend that an extension of ____________ days be made to the above contract completion date.

The revised completion date is now ____________ .

Amount of original contract $ ____________

Amount of previous amendments $ ____________

Amount of current amendment $ ____________

Amount of adjusted/final contract $ ____________

Total net ☐ addition ☐ deduction to date $ ____________ which is ______ % of Contract Price

State fully the nature and reason for the amendment change ______________________________

____

____

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

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

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

Recommended ______________________________ ______________________________
Public Works Director Date

Approved ______________________________ Attested ______________________________
Mayor City Clerk

______________________________ ______________________________
Date Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/2/2026

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

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

PRODUCER
Holmes Murphy & Associates
2727 Grand Prairie Parkway
Waukee IA 50263

CONTACT NAME: Audrey McNeill
PHONE (A/C, No, Ext): 309-282-3907 FAX (A/C, No):
E-MAIL ADDRESS: amcneill@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Twin City Fire Insurance Co	29459
INSURER B : Hartford Accident and Indemnity Company	22357
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CLADIEPC
Clark Dietz, Inc.
125 West Church Street
Champaign IL 61820

COVERAGES **CERTIFICATE NUMBER:** 2018409351 **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	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; X PRO-JECT; LOC; OTHER:			84SBWAC5926	11/1/2025	11/1/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY			84UEGZV4783	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; X RETENTION $ 10,000			84SBWAC5926	11/1/2025	11/1/2026	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N; If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		84WEGAJ1H5Z	11/1/2025	11/1/2026	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability (Claims-Made Policy)			DPR5049977	11/1/2025	11/1/2026	Per Claim	5,000,000
							Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Reference: North Summit Avenue Drainage Improvements, City Project No. 2026-18
Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: Certificate Holder, Project Owner and Others as required by written contract.
Should the above described General Liability, Automobile or Workers' Compensation policies be cancelled before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Kari Cooley

EQUAL EMPLOYMENT OPPORTUNITY

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

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all

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

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

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

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

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

STATE OF Illinois)
) ss.
COUNTY OF Champaign)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Clark Dietz, Inc. (Hereinafter "Consulting Engineer") is
Company Name
a:

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 37-1212051.

B. CORPORATION

The State of Incorporation is Illinois

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
Capitol Corporate Services, Inc. Name	Company Address, Principal Office
1315 W. Lawrence Avenue Address	City, State, Zip
Springfield, IL 62704 City, State, Zip	Telephone Facsimile
800-345-4647 Telephone	Website

The corporate officers are as follows:

President: See Attached ____________________

Vice President: See Attached ____________________

Secretary: See Attached ____________________

C. PARTNERSHIP OR LLC

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

____________________	____________________
Name	Home Address & Telephone
____________________	____________________
Name	Home Address & Telephone
____________________	____________________
Name	Home Address & Telephone

The business address is ____

Telephone: ____________________ Fax: ____________________

D. INDIVIDUAL PROPRIETORSHIP

The business address is ____

Telephone: ____________________ Fax: ____________________

My home address is____

Telephone: ____________________ Fax: ____________________

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

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

Check One:

_________ Others Interested in Contract ___X____ None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER

Sean M. Widener
Signature

Sean M. Widener
Printed Name

Executive Vice President
Title

SUBSCRIBED and SWORN to before me this 3rd day of June, 2026

Notary Public

OFFICIAL SEAL
MICHAEL J LIVERMORE
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 980190
MY COMMISSION EXPIRES OCTOBER 26, 2027

Clark Dietz, Inc. Board of Directors

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

SCHEDULE OF GENERAL BILLING RATES

CLARK DIETZ, INC.

January 1, 2026

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

Notes:

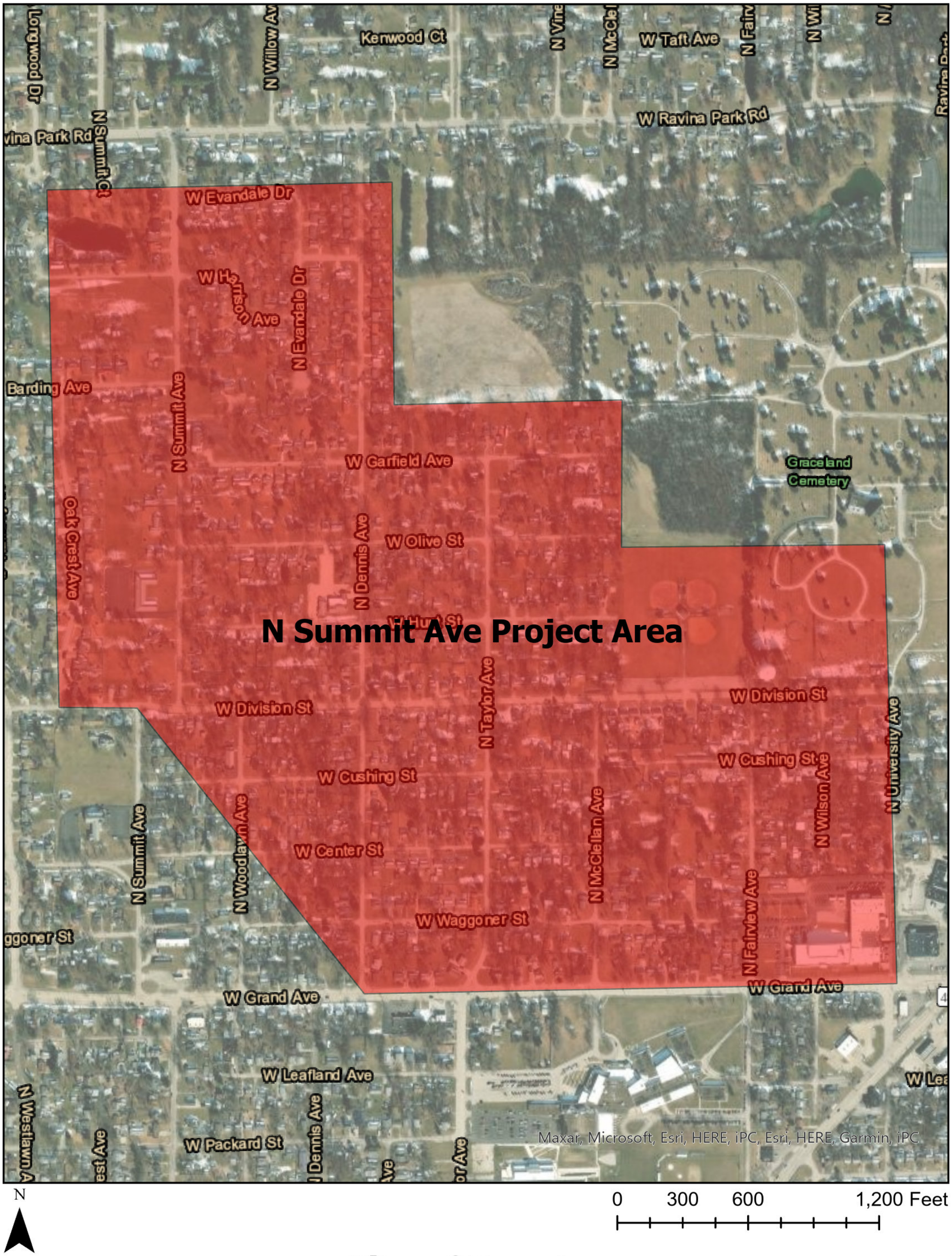
The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits,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

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET			
Project:			
(Consulting Engineer Name &Address)		City Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			$

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

Consulting Engineer's Signature: ______________________

Title: ______________________



City of Decatur
N Summit Avenue Project Area

Council Memo
Public Works Department
No. 2026-72

DATE: 7/20/2026

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 a Streambank Improvement with Ronald R. Helm and Jeanne E. Helm

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 Ronald R. Helm and Jeanne E. Helm for the construction of a streambank project to control sediment and erosion for a not to exceed cost to the City of $30,762.72.

BACKGROUND:
The City's 2021 Watershed Management Plan is designed to significantly reduce Lake Decatur sedimentation and improve the lake's water quality through watershed conservation. City staff manages the watershed conservation efforts in-house with the assistance of Spheros Environmental, the City's Watershed Management Plan consultant. The streambank stabilization is to be constructed on private land and is expected to result in these reductions over the 10-year life of the project:

Nitrogen 3,640 pounds
Phosphorus 1,617 pounds
Sediment 130 tons

This project is on Kirby Road, which is a significant source of sediment to Lake Decatur. The details of the project are attached to Exhibit A of the Resolution.

SCHEDULE:
Work on this project is expected to start in July 2026 and will be completed by August 2026 depending on weather conditions.

LEGAL REVIEW: The form of agreement 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:
Owner Cost $3,418.08
Maximum City Cost (reimbursed to owner after construction) $30,762.72
Total Not to Exceed Project Cost $34,180.80

Each Lake Decatur Watershed Protection project yields 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. 2026-72 Resolution Helm Streambank Watershed Protection Agreement
2. 2026-72 Helm Map

RESOLUTION NO. ___________

RESOLUTION AUTHORIZING LAKE DECATUR WATERSHED FARMLAND CONSERVATION PROGRAM AGREEMENT FOR A STREAMBANK IMPROVEMENT WITH RONALD R. HELM AND JEANNE E. HELM

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 Ronald R. Helm and Jeanne E. Helm 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 Ronald R. Helm and Jeanne E. Helm for a cost not to exceed $30,762.72.

PRESENTED and ADOPTED this 20th day of July 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 Ronald R. Helm and Jeanne E. Helm ("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

Beginning at a point on the West line of the East Half (E) of the West Half (W) of Section 14, Township 17 North, Range 3 East of the Third Principal Meridian, Macon County, Illinois, 3300.09 feet S 0°18'08" E of the Northwest corner of the East Half (E) of the West Half (W) of said Section 14, running thence N 89°12'21" E for 701.67 feet; thence S 0°18'08"E for 1354.17 feet; thence S 82°02'43" W for 281.53 feet; thence S 71°33'43" W for 114.42 feet; thence N 11°04'35" W for 472.41 feet; thence N 87°40'07" E 30.00 feet; thence N 7°40'21 W for 551.45 feet; thence S 87°40'07" W for 184.93 feet; thence N 0°18'08" W for 416.31 feet to the point of beginning, containing 17 acres more or less, located in the County of Macon, State of Illinois

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, judgements, 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.

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:

Ronald R. Helm and Jeanne E. Helm
7542 Kirby Road
Oreana, IL 62554

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.

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	RONALD R. HELM & JEANNE E. HELM
By: ______________________	By: Jeanne Helm / Ron Helm
Date: ______________________	Date: 7/8/26

EXHIBIT 1

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 - THE EXISTING CONDITIONS SHOWN IN THE PLANS ARE BASED UPON TOPOGRAPHIC SURVEY, RECORD DRAWINGS AND ELECTRONIC FILES OF EXISTING CONDITIONS AND MAY NOT DEPICT ALL EXISTING CONDITIONS PERTINENT TO CONSTRUCTION. IT IS THE RESPONSIBILITY OF ALL BIDDERS TO ACQUAINT THEMSELVES WITH EXISTING CONDITIONS BY INSPECTION OF THE SITE, PRIOR TO THE SUBMISSION OF BIDS. TO VIEW THE SITE, INSPECTIONS CAN BE SCHEDULED BY CONTACTING THE OWNER/ENGINEER.
2. THE EXISTENCE AND LOCATION OF EXISTING UNDERGROUND FACILITIES SHOWN ON THESE PLANS WERE OBTAINED BY FIELD INVESTIGATION AND SEARCH OF AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE. THE CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING FACILITY SHOWN HEREON AND ANY OTHER WHICH IS NOT OF RECORD OR NOT SHOWN ON THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THEIR EXACT LOCATION FROM THE UTILITY COMPANIES AND BY FIELD INSPECTION. (J.U.L.I.E.)
3. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. NEITHER THE OWNER NOR THE ENGINEER WILL ENFORCE SAFETY REQUIREMENTS OR REGULATIONS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE THEREOF.
4. CONTRACTOR SHALL NOTIFY THE PROJECT MANAGER AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY CONSTRUCTION OPERATIONS, PERTAINING TO PUBLIC INFRASTRUCTURE. WHENEVER CONSTRUCTION STOPS FOR FORTY-EIGHT (48) HOURS OR LONGER, THE PROJECT MANAGER SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS BEFORE CONSTRUCTION BEGINS AGAIN.
5. UNSUITABLE FILL MATERIAL, ANY DEMOLITION ITEMS OR CONSTRUCTION DEBRIS SHALL BE LEGALLY DISPOSED OF OFF SITE. CLEAN EXCESS DIRT SHALL BE DISTRIBUTED ON SITE AS DIRECTED BY THE PROJECT MANAGER /OWNER/TENANT.
6. ALL DISTURBED AREAS TO BE SEEDED SHALL RECEIVE A MINIMUM OF 6" OF CLEAN TOPSOIL, PLACED TO THE GRADE LINES AS SHOWN ON THE PLANS
7 ALL FIELD TILES ENCOUNTERED AND DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR. THE SIZE, LOCATION, MATERIAL TYPE AND DEPTH SHALL BE INDICATED ON THE RECORD DRAWINGS. WHERE DAMAGED FIELD TILES CANNOT BE REPAIRED, PROVISIONS, APPROVED BY THE ENGINEER/OWNER, SHALL BE MADE TO REROUTE THE FIELD TILE TO THE NEAREST AVAILABLE DRAIN OR OUTLET.
8. WHERE SECTION STONES OR PROPERTY MARKERS ARE ENCOUNTERED, ALL MARKERS SHALL BE PROTECTED AND PRESERVED UNTIL AN OWNER OR PROFESSIONAL LAND SURVEYOR HAS WITNESSED AND REFERENCED THEIR LOCATION.
9. THE CONTRACTOR SHALL MAINTAIN ROADWAYS ADJOINING THE PROJECT SITE KEEPING THEM FREE FROM MUD AND DEBRIS AT ALL TIMES.
10. THE CONTRACTOR SHALL TAKE REASONABLE PRECAUTIONS TO PROTECT PUBLIC AND PRIVATE PROPERTY. IF AT ANY TIME HE/SHE DAMAGES OR DESTROYS PUBLIC OR PRIVATE PROPERTY, THE CONTRACTOR SHALL AT HIS/HER OWN EXPENSE RESTORE SUCH PROPERTY TO A CONDITION EQUAL TO THAT EXISTING BEFORE SUCH DAMAGE.
11. THE CONTRACTOR SHALL MAINTAIN ACCURATE RECORDS - LOCATION, ELEVATION, ETC. TO PROVIDE THE OWNER WITH AS-BUILT DRAWINGS OF ALL UNDERGROUND IMPROVEMENTS.
12. THE CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRS TO ANY UTILITY LINES AND EXISTING IMPROVEMENTS TO REMAIN THAT ARE DAMAGED AS A RESULT OF THE WORK.
13. ALL ELEVATIONS AS SHOWN REFER TO U.S.G.S. DATUM AT MEAN SEA LEVEL.
14. EXISTING SUBSURFACE TILE LOCATIONS ARE APPROXIMATE. CONTRACTOR MUST FIELD VERIFY LOCATIONS AND DEPTHS PRIOR TO EXCAVATION.
15. EXCAVATE AND/OR PLACE FILL AS REQUIRED TO ACHIEVE PROPOSED GRADE ELEVATION. PLACE BACKFILL AND FILL MATERIAL IN LAYERS NOT MORE THAN 9" IN LOOSE DEPTH AND COMPACT WITH COMPACTION EQUIPMENT.
16. ALL SLOPES SHALL BE UNIFORM TO AVOID PONDING (PROVIDE POSITIVE DRAINAGE).

811 Know what's below. Call before you dig.

Lake Decatur Watershed

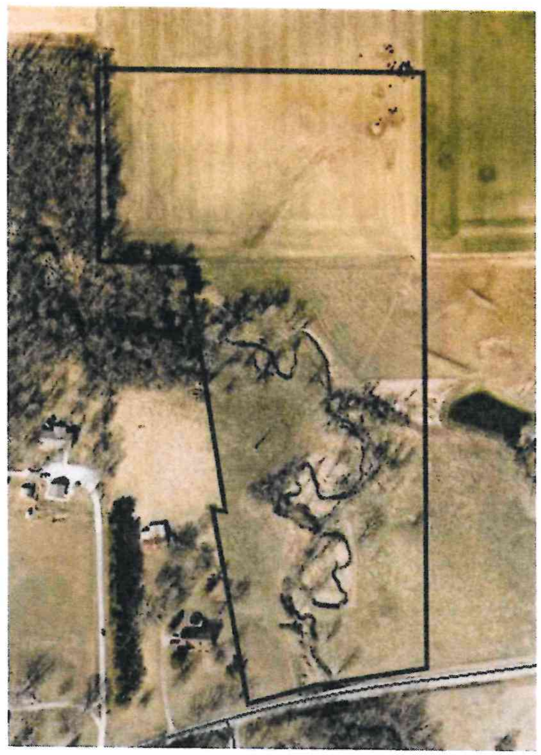
Farmland Conservation Program

Preserving Your Farm. Protecting Our Water.

CITY OF DECATUR

HELM STREAMBANK PROJECT NO. LD-25-16

SECTION 14 RANGE 3E TOWNSHIP 17



PROJECT LOCATION: https://w3w.co/declining.hide.flotation

LIST OF DRAWINGS	
SHEET NO	SHEET TITLE
1	COVER
2	PLAN SHEET
3	STREAM BANK - REACH #1
4	STREAM BANK - REACH #2
5	STREAM BANK - REACH #3
6	ROCK CHUTE PROFILE
7	ROCK CHUTE DETAIL
8	NRCS SPECS & MAINTENANCE

NO.	DATE	REVISION	BY

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

COVER SHEET

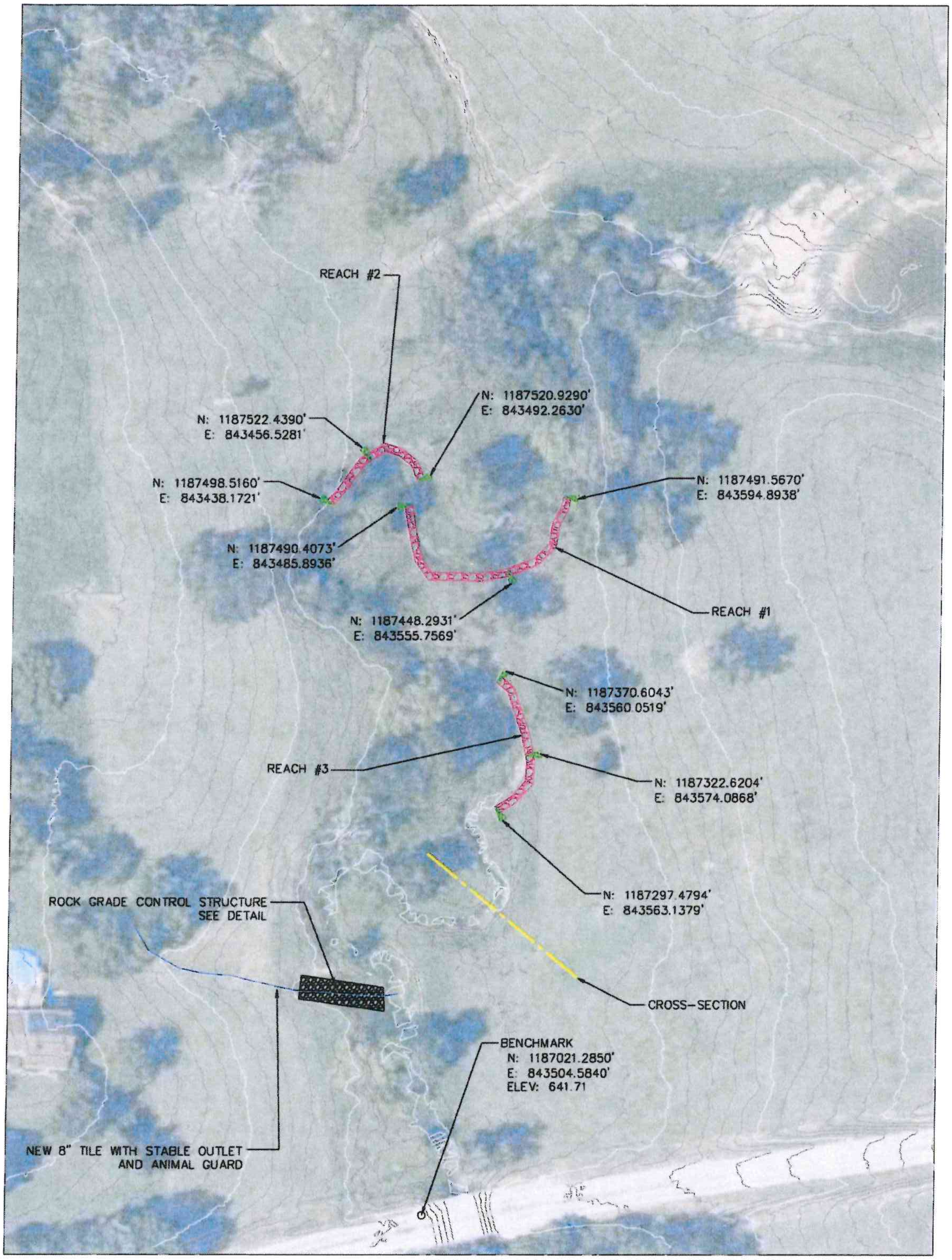
HELM STREAMBANK
PROJECT NO. LD25-16

DATE: MAY 25
SCALE: 1:30
DRAWN BY: JDB
CHECKED BY: STR
PROJ.MGR:

8 SHEETS

1

EXHIBIT 1



BENCHMARK: MAG NAIL, NW CORNER OF BRIDGE DECK, NEAR GUARDRAIL

NOTES:

1. GPS COORDINATES ARE FOR REFERENCE ONLY. EXTENTS & KEY LOCATIONS WILL BE STAKED BY CITY OF DECATUR STAFF.

N

STONE TOE PROTECTION

STONE TOE KEY

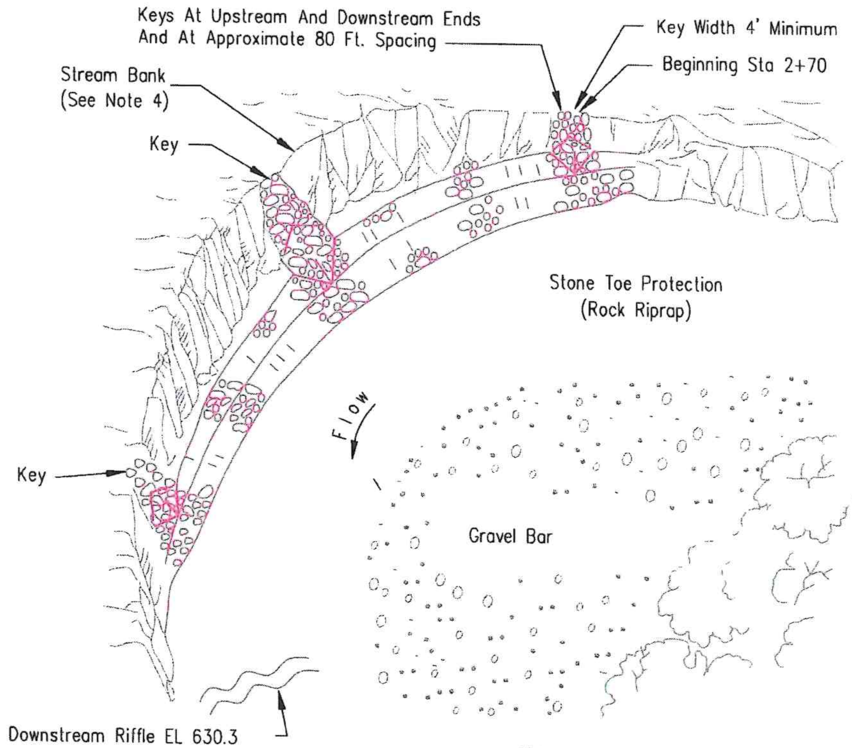
W E

S

0 40 80 Feet

EXHIBIT 1	2	8 SHEETS	DATE: MAY 2025 SCALE: 1:30 DRAWN BY: JOB CHECKED BY: STR PROJ.MGR:	PLAN SHEET HELM STREAMBANK PROJECT NO. LD25-16	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



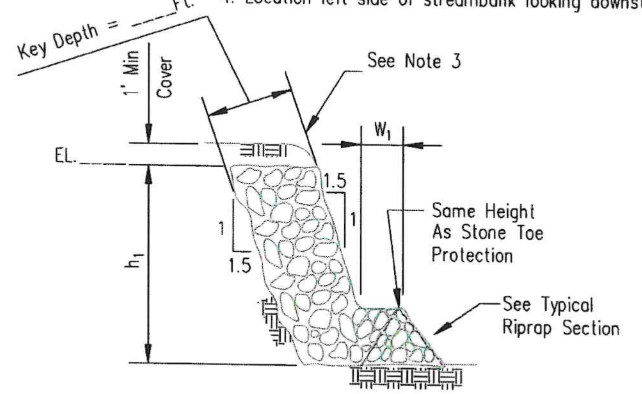
PLAN

Key	Sta.	h_1	W_1	Level Crest El.
1	2+70	3.0	2.0	632.3
2	3+40	5.5	2.0	632.3
3	4+30	4.2	2.0	632.3

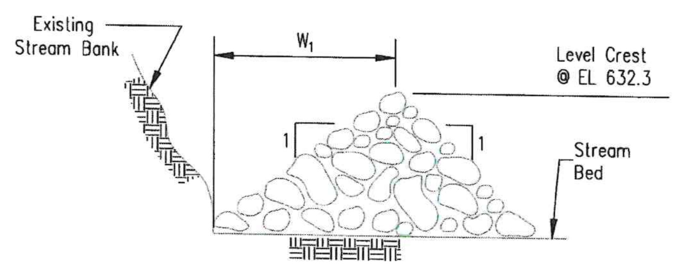
Benchmark EL 641.71
Description: MAG Nail
NW corer of bridge deck, near guardrail

Beginning Sta. Description: Lath w/ ribbon

Notes:
1. Rock gradation shall meet IDOT requirements for GRAD. NO. 4 riprap, quality designation "A", or as designated by engineer.
2. Stone Toe 160 ft @ 0.5 Tons/Ft. average
Keys 3 @ 8 Tons Each
Total Rock Amount (Estimate) 104 Tons
3. Key shall be constructed so that the vertical section remains embedded in the existing stream bank.
4. Location left side of streambank looking downstream.



KEY DETAIL



TYPICAL RIPRAP SECTION

NOT TO SCALE

USDA United States Department of Agriculture
Natural Resources Conservation Service
File No. IL-ENG-152

STREAM BANK STABILIZATION
STONE TOE PROTECTION

Design: STR
Date: JUN 2026
Drawn: M. Quinones
Date: SEPT 2011

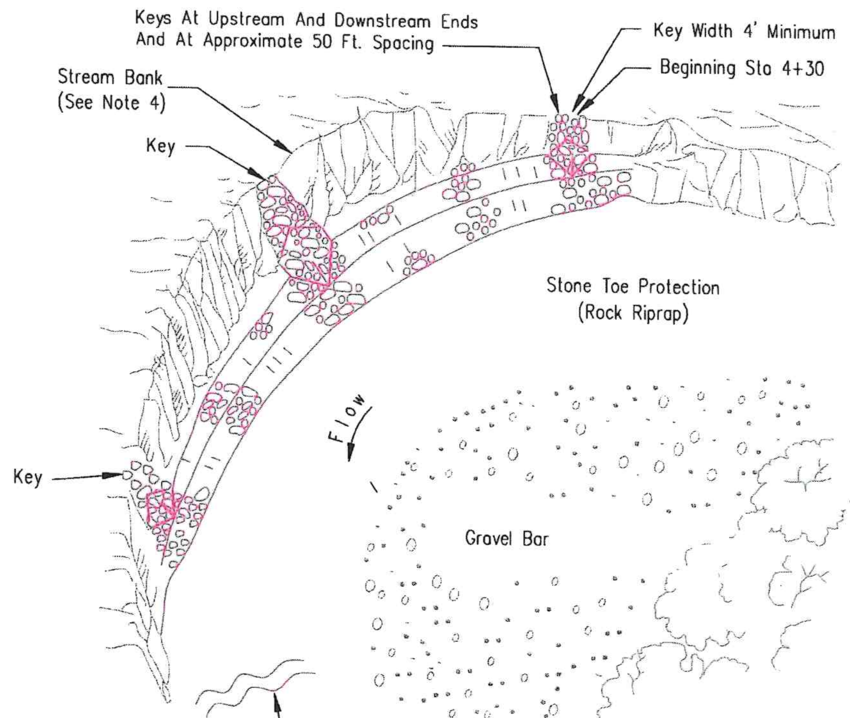
NO.	DATE	REVISION	BY

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

STREAM BANK - REACH #1
HELM STREAMBANK
PROJECT NO. LD25-16

DATE: MAY 2025
SCALE: 1:30
DRAWN BY: JDB
CHECKED BY: STR
PROJ.MGR:
8 SHEETS
3

EXHIBIT 1



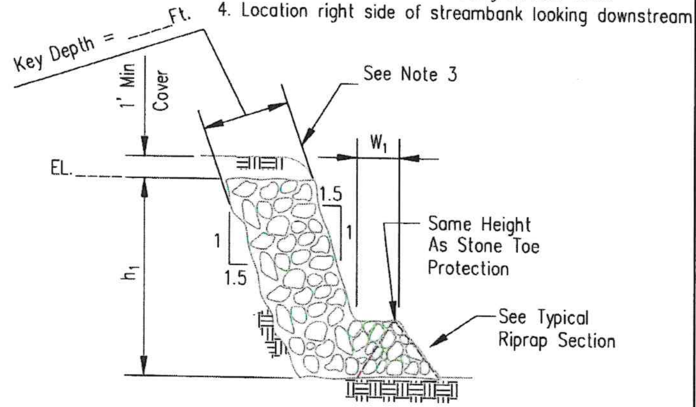
PLAN

Key	Sta.	h_1	W_1	Level Crest El.
1	4+30	5.0	2.0	631.6
2	4+80	5.5	2.0	631.6
3	5+30	5.5	2.0	631.6

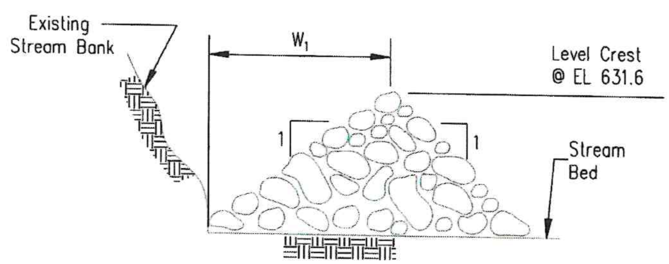
Benchmark EL 641.71
Description: MAG Nail
NW corer of bridge deck, near guardrail

Beginning Sta. Description: Lath w/ ribbon

Notes:
1. Rock gradation shall meet IDOT requirements for GRAD. NO. 4 riprap, quality designation "A", or as designated by engineer.
2. Stone Toe 100 ft @ 0.5 Tons/Ft. average
   Keys 3 @ 11 Tons Each
   Total Rock Amount (Estimate) 82 Tons
3. Key shall be constructed so that the vertical section remains embedded in the existing stream bank.
4. Location right side of streambank looking downstream



KEY DETAIL



TYPICAL RIPRAP SECTION

NOT TO SCALE

USDA United States Department of Agriculture
Natural Resources Conservation Service
File No. IL-ENG-152

STREAM BANK STABILIZATION
STONE TOE PROTECTION

Design: STR
Date: JUN 2025
Drawn: M. Quinones
Date: SEPT 2011

STREAM BANK - REACH #2
HELM STREAMBANK
PROJECT NO. LD25-16

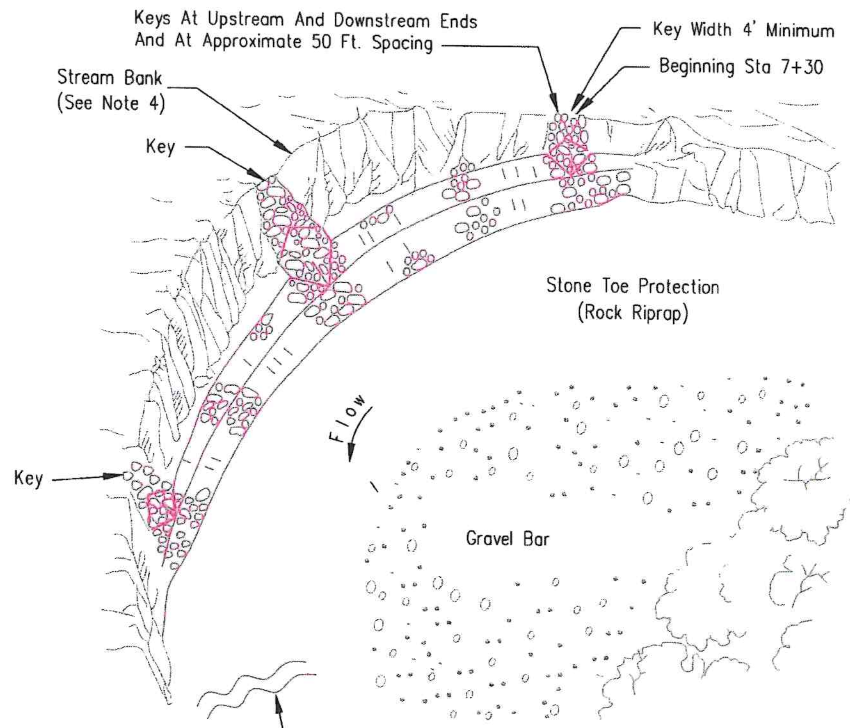
CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, ILLINOIS 62523
LAKE DECATUR WATERSHED
FARMLAND CONSERVATION PROGRAM
(217)424-2834 WATERSHED@DECATURIL.GOV

NO.	DATE	REVISION	BY

DATE: MAY 2025
SCALE: 1:30
DRAWN BY: JDB
CHECKED BY: STR
PROJ.MGR:
8 SHEETS

4

EXHIBIT 1



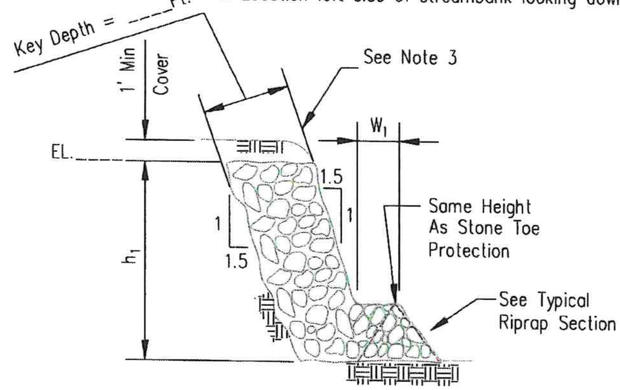
PLAN

Key	Sta.	h_1	W_1	Level Crest El.
1	7+30	6.0	2.0	631.1
2	7+80	7.0	2.0	631.1
3	8+30	3.5	2.0	631.1

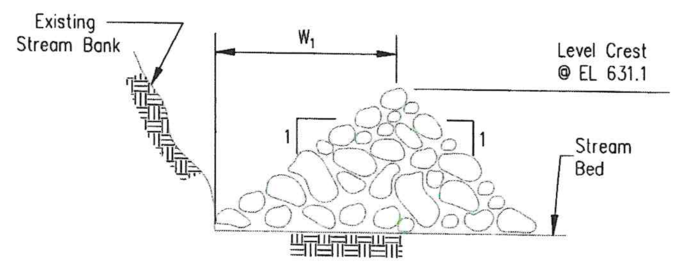
Benchmark EL 641.71
Description: MAG Nail
NW corer of bridge deck, near guardrail

Beginning Sta. Description: Lath w/ ribbon

Notes:
1. Rock gradation shall meet IDOT requirements for GRAD. NO. 4 riprap, quality designation "A", or as designated by engineer.
2. Stone Toe 100 ft @ 0.5 Tons/Ft. average
Keys 3 @ 11 Tons Each
Total Rock Amount (Estimate) 82 Tons
3. Key shall be constructed so that the vertical section remains embedded in the existing stream bank.
4. Location left side of streambank looking downstream.



KEY DETAIL



TYPICAL RIPRAP SECTION

NOT TO SCALE

STREAM BANK STABILIZATION
STONE TOE PROTECTION

Design: STR
Date: JUN 2025
Drawn: M. Quinones
Date: SEPT 2011

USDA United States Department of Agriculture
Natural Resources Conservation Service
File No. IL-ENG-152

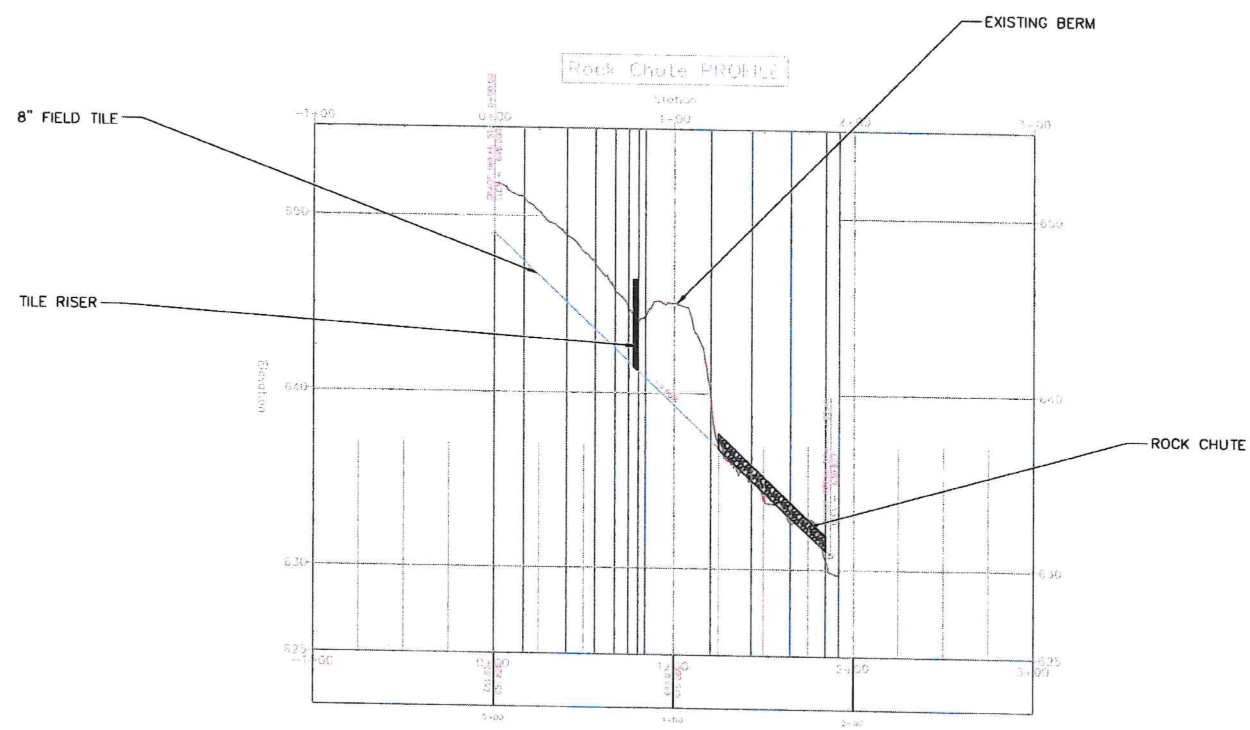
NO.	DATE	REVISION	BY

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

STREAM BANK – REACH #3
HELM STREAMBANK
PROJECT NO. LD25-16

DATE: MAY 2025
SCALE: 1:30
DRAWN BY: JDB
CHECKED BY: STR
PROJ.MGR:
8 SHEETS
5

EXHIBIT 1



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

NO.	DATE	REVISION	BY

ROCK CHUTE PROFILE

HELM STREAMBANK
PROJECT NO. LD25-16

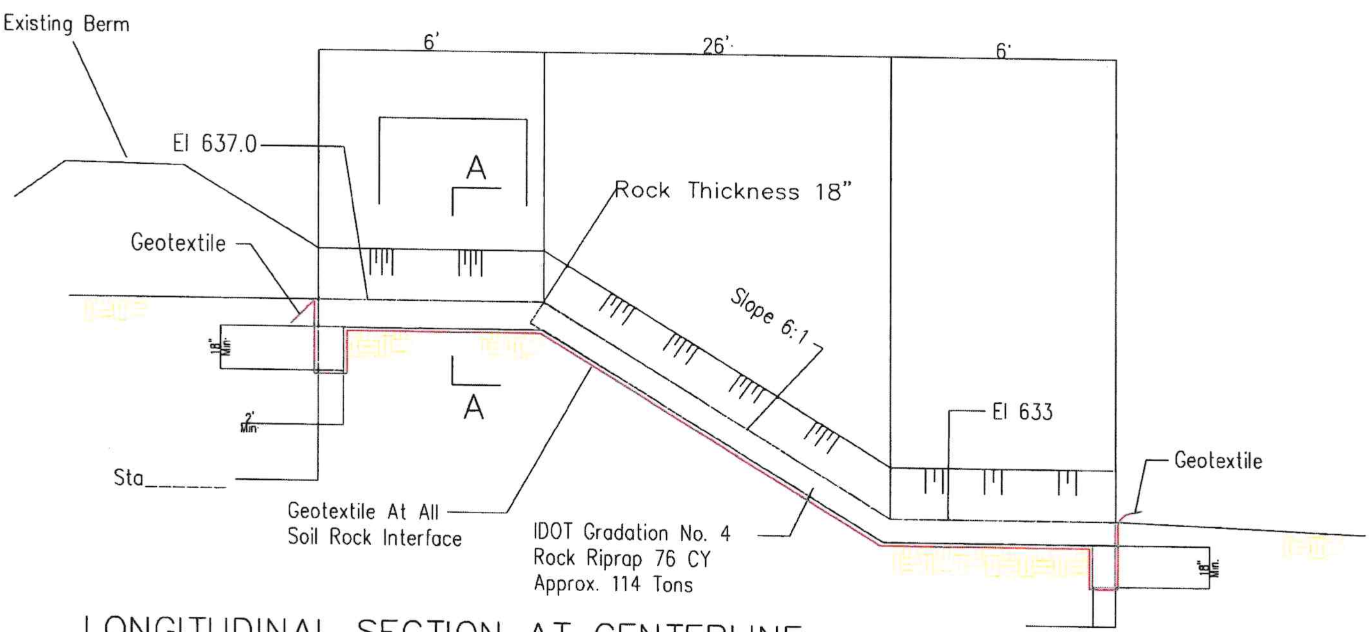
DATE: MAY 2025
SCALE: 1:30
DRAWN BY: JDB
CHECKED BY: STR
PROJ.MGR:

8 SHEETS

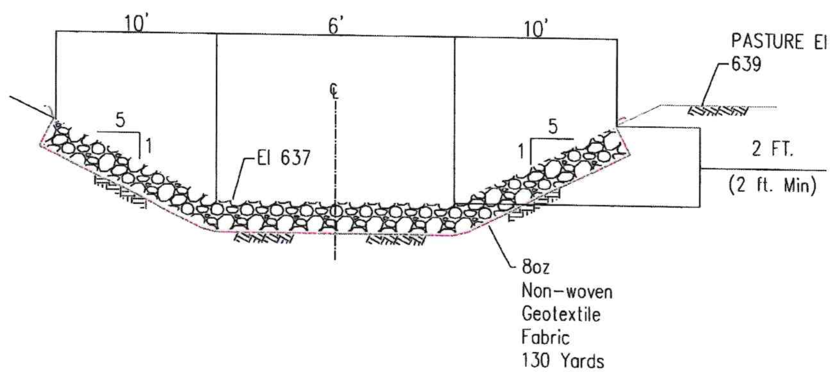
6

EXHIBIT 1

Sep 09, 2025 - 11:23am L:\SWTP\Watershed\Lake Decatur Watershed Protection Program\Projects\Current Projects\LD25-16 Helm Streambank\Plans\LD25-16 Helm Streambank.dwg



LONGITUDINAL SECTION AT CENTERLINE



NO.	DATE	REVISION	BY

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

ROCK CHUTE DETAIL

HELM STREAMBANK
PROJECT NO. LD25-16

DATE: MAY 2025
SCALE: 1:30
DRAWN BY: JDB
CHECKED BY: STR
PROJ.MGR:

8 SHEETS

7

EXHIBIT 1

USDA United States Department of Agriculture

Natural Resources Conservation Service

Practice Specification
Streambank and Shoreline Protection (Code 580)

Scope

The work shall consist of excavation and earthfill, along with furnishing and installing all materials for the streambank protection measures as shown on the drawings and specified herein.

Utilities and Permits

The landowner and/or contractor shall be responsible for locating all buried utilities in the project area, including drainage tile and other structural measures. The landowner will obtain all necessary permissions from regulatory agencies, or document that no permits are required.

General

Construction operations shall be carried out in a manner and sequence that erosion and air and water pollution are minimized and held within legal limits.

Construction should be done during low flow conditions to minimize in-stream disturbances. Construction equipment should be kept out of the channel unless the project permit allows.

The completed job shall present a workmanlike appearance and shall conform to the line, grades, and elevations shown on the drawings or as staked in the field.

All operations shall be carried out in a safe and skillful manner. Safety and health regulations shall be observed and appropriate safety measures used. Contractor shall be assured that all state laws concerning buried utilities have been met.

Documentation of materials used (rock delivery tickets, geotextile tags, seed tags, etc) shall be saved and provided to NRCS.

All trees, stumps, roots, brush, weeds, broken concrete and asphalt materials, and other objectionable materials shall be removed from designated work area.

Disturbance to the existing banks and trees shall be minimized. Trees with a solid foundation which are not in the location of the rock riprap keys and/or do not restrict access for installation of treatment methods shall be left intact. As shown on the plans, tree limbs which are impeding the channel flow should be cut off, leaving the root wads intact.

Earthwork

To the extent they are suitable and approved by the inspector, excavated materials are to be used as fill materials. Excess spoil material shall be placed at locations shown on the drawings or as directed by the inspector.

Mound fill over the locations of rock riprap keys to ensure positive drainage from the area after settlement, as shown on the drawings.

Rock Riprap

The rock shall be dense; sound; and free from cracks, seams, or other defects conducive to accelerated weathering. The rock fragments shall be angular to sub-round in shape with the least dimensions not less than 1/3 the greatest dimension of the fragment. Riprap will meet the IDOT gradation and quality designation shown on the plans.

The rock shall be placed to the depths, dimensions and finish elevations specified on the drawings. The rock in place shall be reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact one to another and with the smaller rocks filling the voids. Some hand placing may be required to provide a neat and uniform surface.

Vegetation

A protective cover of vegetation shall be established on any earth surfaces designated on the construction plans. Seedbed preparation, seeding, fertilizing, and mulching shall comply with the construction drawings and Construction Specifications 342, Critical Area Planting.

USDA United States Department of Agriculture

Natural Resources Conservation Service

Practice Specification
Streambank and Shoreline Protection (Code 580)

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NRCS, IL SPECIFICATION - Page 1 of 3 May 2011

NO.	DATE	REVISION	BY

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

NRCS SPECS & MAINTENANCE
HELM STREAMBANK
PROJECT NO. LD25-16

DATE: MAY 2025
SCALE: 1:30
DRAWN BY: JDB
CHECKED BY: STR
PROJ.MGR:

8 SHEETS

8

EXHIBIT 1

LAKE DECATUR WATERSHED FARMLAND CONSERVATION PROGRAM

PROJECT EXPENSES AND REIMBURSEMENT SCHEDULE

Owner Name: Ronald R. Helm & Jeanne E. Helm
Owner Address: 7542 Kirby Road
Oreana, IL 62554

Project Number: LD25-16

Name and Address of Contractor	Bid Price
Eric Vieback & Son Excavating and Trucking 1050 N 700 East Road Pana, IL 62557	$ 28,484.00

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.

$ 28,484.00	+	$ 5,696.80	=	$ 34,180.80
Bid Price		20% Contingency		Total Not to Exceed

Owner Reimbursement:	$ 34,180.80	x 90% =	$ 30,762.72
	Total Project Cost		Maximum City Reimbursement

MEMORANDUM OF LAKE DECATUR WATERSHED FARMLAND CONSERVATION PROGRAM AGREEMENT

THIS MEMORANDUM WITNESSETH that Ronald R. Helm and Jeanne E. Helm, 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:

Beginning at a point on the West line of the East Half (E) of the West Half (W) of Section 14, Township 17 North, Range 3 East of the Third Principal Meridian, Macon County, Illinois, 3300.09 feet S 0°18'08" E of the Northwest corner of the East Half (E) of the West Half (W) of said Section 14, running thence N 89°12'21" E for 701.67 feet; thence S 0°18'08"E for 1354.17 feet; thence S 82°02'43" W for 281.53 feet; thence S 71°33'43" W for 114.42 feet; thence N 11°04'35" W for 472.41 feet; thence N 87°40'07" E 30.00 feet; thence N 7°40'21 W for 551.45 feet; thence S 87°40'07" W for 184.93 feet; thence N 0°18'08" W for 416.31 feet to the point of beginning, containing 17 acres more or less, located in the County of Macon, State of Illinois

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: Ronald R. Helm & Jeanne E. Helm

Jeanne Helm

BY: Ron Helm
Authorized Signator

CITY OF DECATUR, ILLINOIS

BY:_______________________________
Tim Gleason, City Manager

EXHIBIT 4

LAKE DECATUR WATERSHED FARMLAND CONSERVATION PROGRAM

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

Owner Name: Ronald R. Helm & Jeanne E. Helm   Application Number: LD25-16

$ 34,180.80
Total Project Cost

$ 30,762.72
Maximum City Reimbursement to Owner

Year	Amount of Reimbursement Due
2025	$30,762.72
2026	$27,686.45
2027	$24,610.18
2028	$21,533.90
2029	$18,457.63
2030	$15,381.36
2031	$12,305.09
2032	$9,228.82
2033	$6,152.54
2034	$3,076.27
2035	$0.00

1 of 1

Helm Streambank Stabilization

Lake Decatur Watershed Project LD25-16

N

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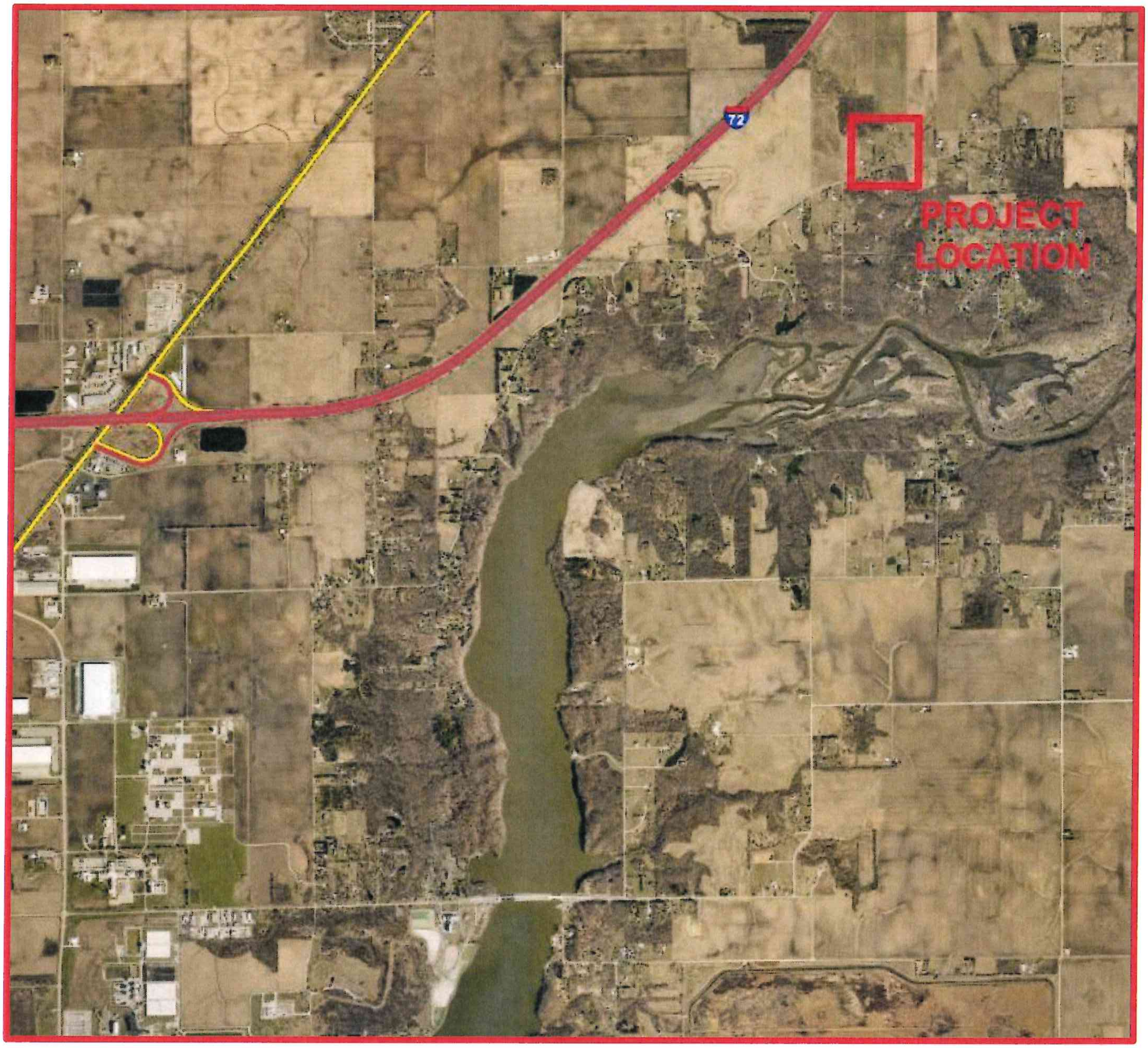
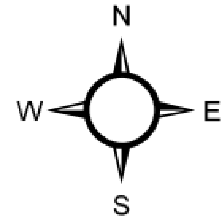
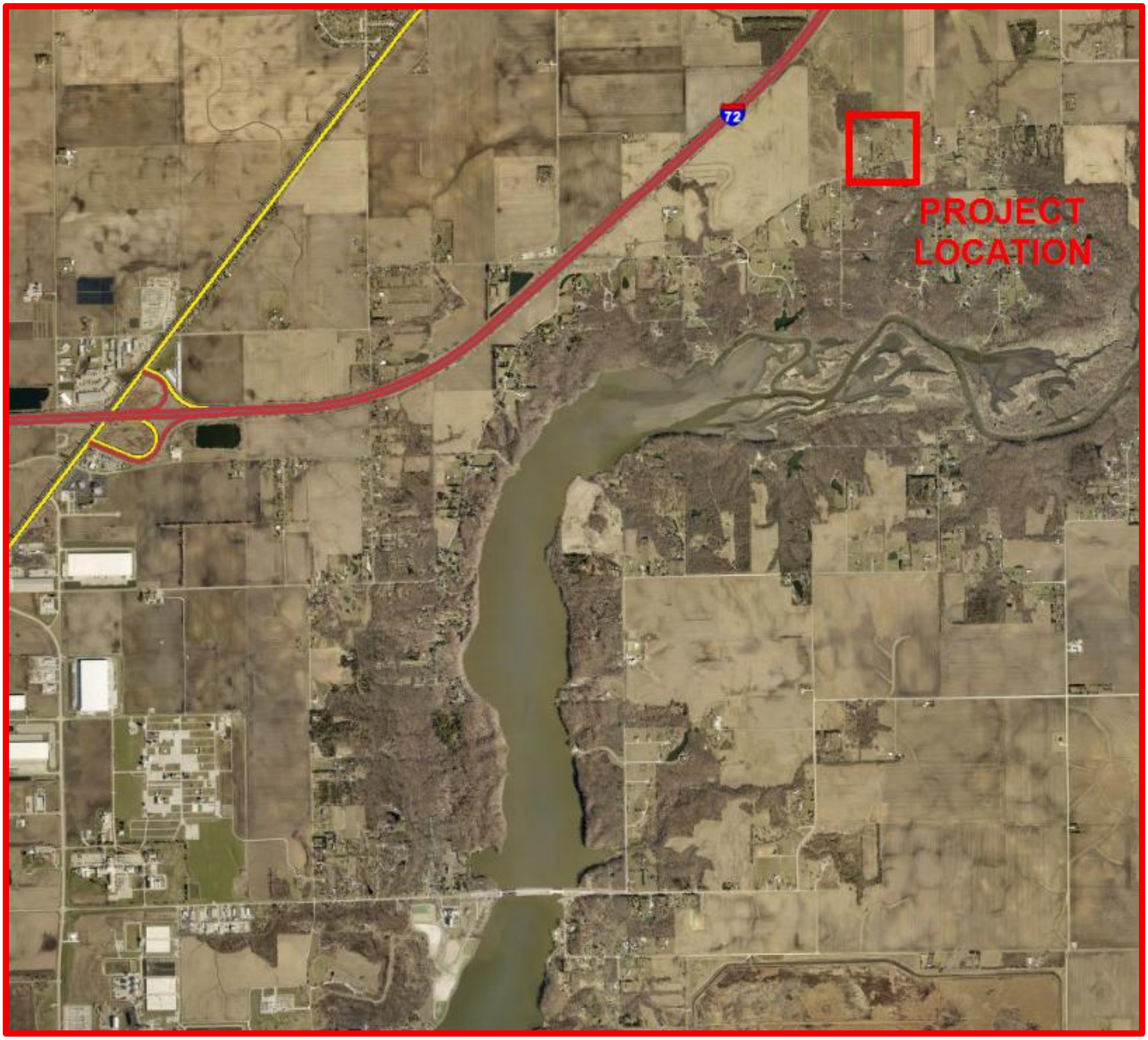


City of Decatur, Illinois
Water Production Division

Helm Streambank Stabilization

Lake Decatur Watershed Project LD25-16





City of Decatur, Illinois
Water Production Division

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
June 2, 2026

Pursuant to notice, the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Todd Ray
VICE CHAIR Christina Arganbright
COMMISSIONER Greg Spain
COMMISSIONER Amy Spry
HUMAN RESOURCES MANAGER Teresa Jackson
ACTING SECRETARY Penny Rogers
TEMPORARY HR ASSISTANT Nonie Gordy

Call to Order
Chair Ray called the meeting to order at 11:31 a.m.

Roll Call

Four out of four Commissioners were present at the time of roll call. Chair Ray declared a quorum does exist to conduct and approve business.

Chair Ray called for Appearance of Citizens:

Abeer Motan and John Farace were present.

The Minutes of the May 5, 2026, regular meeting were presented. Commissioner Spain moved that the May 5, 2026, regular meeting minutes be approved, seconded by Vice Chair Arganbright, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

Vice Chair Arganbright moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, seconded by Commissioner Spain, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

Commissioner Spain moved to return to Open Session, seconded by Vice Chair Arganbright and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for Unfinished Business:

A. None

Chair Ray called for New Business:

A. Authorization Request to Approve Job Announcement & Establish Eligible Register for Water Plant Operator I, Commissioner Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Spry, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

B. Authorization Request to Approve Revision to Job Description for Housing Rehabilitation Specialist, Commissioner Spry moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Arganbright, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

C. Receiving and Filing of Personnel Actions Commissioner Spain moved that the promotions, civil service status requests, oral reprimands, written reprimands, resignation, and retirement be received, placed on file, and approved, seconded by Vice Chair Arganbright, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for Other Business:

There being no other business, Commissioner Spry moved to adjourn the meeting, seconded by Vice Chair Arganbright, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the meeting adjourned at 11:53 am.

Respectfully Submitted,

Penny Rogers

Penny Rogers
Acting Secretary

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
May 5, 2026

Pursuant to notice, the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Todd Ray
VICE CHAIR Christina Arganbright
COMMISSIONER Greg Spain
COMMISSIONER Amy Spry
HUMAN RESOURCES MANAGER Teresa Jackson
ACTING SECRETARY Penny Rogers
TEMPORARY HR ASSISTANT Nonie Gordy

ABSENT: HUMAN RESOURCES DIRECTOR French Wilson
ADMINISTRATIVE ASSISTANT Sherry Beasley

Call to Order
Chair Ray called the meeting to order at 11:32 a.m.

Roll Call

Four out of four Commissioners were present at the time of roll call. Chair Ray declared a quorum does exist to conduct and approve business. Acting Secretary Rogers announced that Tony Wilkins recently resigned from the Commission.

Chair Ray called for Appearance of Citizens:

No citizens were present.

The Minutes of the April 7, 2026, regular meeting were presented. Commissioner Spain moved that the April 7, 2026, regular meeting minutes be approved, seconded by Commissioner Spry, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

Vice Chair Arganbright moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, seconded by Commissioner Spry, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

Commissioner Spain moved to return to Open Session, seconded by Vice Chair Arganbright and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for Unfinished Business:

A. Authorization Request to Approve Final Scores & Promotional Register for Crew Chief – Water Services, Commissioner Spain moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Arganbright, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

B. Authorization Request to Approve Final Scores & Promotional Register for Engineering Technician III, Vice Chair Arganbright moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Spry, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

C. Authorization Request to Approve Final Scores & Promotional Register for Water Plant Operator III, Commissioner Spry moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Spain, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for New Business:

A. Authorization Request to Approve Job Announcement & Establish Promotional Register for Equipment Operator – Water Services, Commissioner Spain moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Arganbright, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

B. Receiving and Filing of Personnel Actions Commissioner Spry moved that the appointments, civil service status requests, oral reprimands, written reprimands, suspensions, resignation, and retirement be received, placed on file, and approved, seconded by Vice Chair Arganbright, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for Other Business:

There being no other business, Commissioner Spain moved to adjourn the meeting, seconded by Commissioner Spry, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the meeting adjourned at 11:55 am.

Respectfully Submitted,

Penny Rogers

Penny Rogers
Acting Secretary

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
April 7, 2026

Pursuant to notice, the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Todd Ray
VICE CHAIR Christina Arganbright
COMMISSIONER Greg Spain
COMMISSIONER Amy Spry
HUMAN RESOURCES MANAGER Teresa Jackson
ACTING SECRETARY Penny Rogers
TEMPORARY HR ASSISTANT Nonie Gordy

ABSENT: COMMISSIONER Tony Wilkins
HUMAN RESOURCES DIRECTOR French Wilson
ADMINISTRATIVE ASSISTANT Sherry Beasley

Call to Order
Chair Ray called the meeting to order at 11:31 a.m.

Roll Call

Four out of five Commissioners were present at the time of roll call. Chair Ray declared a quorum does exist to conduct and approve business.

Chair Ray called for Appearance of Citizens:

No citizens were present.

The Minutes of the March 3, 2026, regular meeting were presented. Vice Chair Arganbright moved that the March 3, 2026, regular meeting minutes be approved, seconded by Commissioner Spry, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

Commissioner Spain moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, seconded by Commissioner Spry and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

Vice Chair Arganbright moved to return to Open Session, seconded by Commissioner Spry and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for Unfinished Business:

A. Authorization Request to Approve Final Scores & Eligible Register for Transit Utility Worker, Commissioner Spain moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Arganbright, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

B. Authorization Request to Approve Final Scores & Eligible Register for Police Patrol Officer, Commissioner Spain moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Arganbright, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for New Business:

A. Authorization Request to Approve Job Announcement & Establish Promotional Register for Engineering Technician III, Commissioner Spry moved the Authorization Request be received, placed on file, and approved, seconded by Vice Chair Arganbright, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

B. Authorization Request to Approve Job Announcement & Establish Promotional Register for Crew Chief – Water Services, Vice Chair Arganbright moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Spry, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

C. Authorization Request to Approve Job Announcement & Establish Promotional Register for Water Plant Operator III, Vice Chair Arganbright moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Spain, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

D. Authorization Request to Approve Job Announcement & Establish Eligible Register for Firefighter, Vice Chair Arganbright moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Spry, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

E. Authorization Request to Approve Job Announcement & Establish Promotional Register for Police Sergeant, Vice Chair Arganbright moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Spry, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

F. Receiving and Filing of Personnel Actions Commissioner Spain moved that the appointments, promotions, oral reprimands, suspensions, relinquish position, resignations, and retirement be received, placed on file, and approved, seconded by Commissioner Spry, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried.

Chair Ray called for Other Business:

There being no other business, Commissioner Spain moved to adjourn the meeting, seconded by Vice Chair Arganbright, and upon call of the roll, Commissioners Spain and Spry, Vice Chair Arganbright, and Chair Ray voted aye. Chair Ray declared the motion carried. Chair Ray declared the meeting adjourned at 11:59 am.

Respectfully Submitted,

Penny Rogers

Penny Rogers
Acting Secretary

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
March 3, 2026

Pursuant to notice, the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Todd Ray
VICE CHAIR Christina Arganbright
COMMISSIONER Greg Spain
COMMISSIONER Amy Spry
COMMISSIONER Tony Wilkins
ACTING SECRETARY Penny Rogers
TEMPORARY HR ASSISTANT Nonie Gordy

ABSENT: HUMAN RESOURCES DIRECTOR French Wilson
HUMAN RESOURCES MANAGER Teresa Jackson
ADMINISTRATIVE ASSISTANT Sherry Beasley

Call to Order
Vice Chair Christina Arganbright called the meeting to order at 11:31 a.m.

Roll Call

Four out of five Commissioners were present at the time of roll call. Vice Chair Christina Arganbright declared a quorum does exist to conduct and approve business. Chair Todd Ray arrived at 11:37 a.m. due to another commitment.

Vice Chair Christina Arganbright called for Appearance of Citizens:

No citizens were present.

The Minutes of the February 3, 2026, regular meeting were presented. Commissioner Greg Spain moved that the March 3, 2026, regular meeting minutes be approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Spain, Spry, Wilkins, and Vice Chair Christina Arganbright voted aye. Vice Chair Arganbright declared the motion carried.

Commissioner Amy Spry moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, seconded by Commissioner Greg Spain and upon call of the roll, Commissioners Greg Spain, Amy Spry, Tony Wilkins, and Vice Chair Christina Arganbright voted aye. Vice Chair Arganbright declared the motion carried.

Commissioner Tony Wilkins moved to return to Open Session, seconded by Commissioner Greg Spain and upon call of the roll, Commissioners Greg Spain, Amy Spry, Tony Wilkins, Vice Chair Christina Arganbright, and Chair Todd Ray voted aye. Vice Chair Arganbright declared the motion carried.

Chair Ray called for Unfinished Business:

A. Authorization Request to Approve Final Scores & Eligible Register for Police Patrol Officer, Chair Todd Ray moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Greg Spain, and upon call of the roll, Commissioners Greg Spain, Amy Spry, Tony Wilkins, Vice Chair Christina Arganbright, and Chair Todd Ray voted aye. Vice Chair Arganbright declared the motion carried.

B. Authorization Request to Approve Final Scores & Promotional Register for Fire Lieutenant, Commissioner Amy Spry moved the Authorization Request be received, placed on file, and approved, seconded by Chair Todd Ray, and upon call of the roll, Commissioners Greg Spain, Amy Spry, Tony Wilkins, Vice Chair Christina Arganbright, and Chair Todd Ray voted aye. Vice Chair Arganbright declared the motion carried.

Vice Chair Arganbright called for New Business:

A. Receiving and Filing of Personnel Actions Commissioner Greg Spain moved that the appointments, promotion, oral reprimand, written reprimand, shift letter of commendation, civil service status request, and retirement be received, placed on file, and approved, seconded by, Commissioner Tony Wilkins and upon call of the roll, Commissioners Greg Spain, Amy Spry, Tony Wilkins, Vice Chair Christina Arganbright, and Chair Todd Ray voted aye. Vice Chair Arganbright declared the motion carried.

Vice Chair Arganbright called for Other Business:

A. There being no other business, Commissioner Tony Wilkins moved to adjourn the meeting, seconded by Commissioner Greg Spain, and upon call of the roll, Commissioners Greg Spain, Amy Spry, Tony Wilkins, Vice Chair Christina Arganbright, and Chair Todd Ray voted aye. Vice Chair Arganbright declared the meeting adjourned at 11:41 a.m.

Respectfully Submitted,

Penny Rogers

Penny Rogers
Acting Secretary

DECATUR FIRE DEPARTMENT
MEMORANDUM
2026-13

July 1, 2026

TO: Melissa Hon, City Manager

FROM: Neil Elder, Fire Chief

RE: Monthly Report – June 2026

Call Volume & Operational Activity

During the month of June, the Decatur Fire Department responded to 1,336 calls for service, bringing the year-to-date total to 7,449 incidents. Of these incidents, 37 were classified as fire-related responses during the month, bringing the year-to-date total to 233 fire incidents.

The department responded to the following incidents during June:

- Fire: 37
- Hazardous Situations: 96
- Medical Incidents: 814
- No Emergency/Good Intent Calls: 220
- Public Service Calls: 96
- Rescue Calls: 4

Medical incidents continue to account for the majority of department responses, representing nearly two-thirds of all calls for service. Hazardous situation responses increased significantly during June, while fire activity remained steady compared to recent months.

The busiest companies during the month were Engine 1 with 286 responses, Engine 3 with 269 responses, Engine 5 with 242 responses, Engine 6 with 209 responses, and Engine 4 with 174 responses.

Personnel & Staffing

The department recognized two promotions during the month of June, with Kyle Gorrell promoted to Lieutenant and Dustin York promoted to Captain.

The department also recognized the retirement of Captain Tom Watkins following 25 years of dedicated service to the Decatur Fire Department and the citizens of Decatur.

The department currently has five firefighter vacancies. The firefighter hiring process is nearing completion, with the eligibility list expected to be finalized and certified in July. The department anticipates sending five new recruits to the Illinois Fire Service Institute Fire Academy this fall to fill these vacancies.

Capital Projects & Equipment

The department's three new fire engines have officially entered production in Bradenton, Florida. Delivery is anticipated sometime this fall and these apparatus will significantly improve reliability, safety, and operational readiness for frontline response companies.

Fire Prevention

In the month of June, the Fire Prevention Bureau conducted 65 Life Safety Inspections. The Fire Prevention Bureau conducted 6 Fire Investigations. The Prevention Division installed 10 Residential Key Boxes and 3 smoke detectors. The Fire Prevention Bureau was involved in the Fire & Life Safety Inspections of food vendor tents and installing signage at the Hardy's Race for the Lake Boat Races at Lake Decatur.

Inspections – 65

Public Relations/Programs/Committees

– National Night Out Committee

– Boat Races

– TRC Committee, Electrical Commission

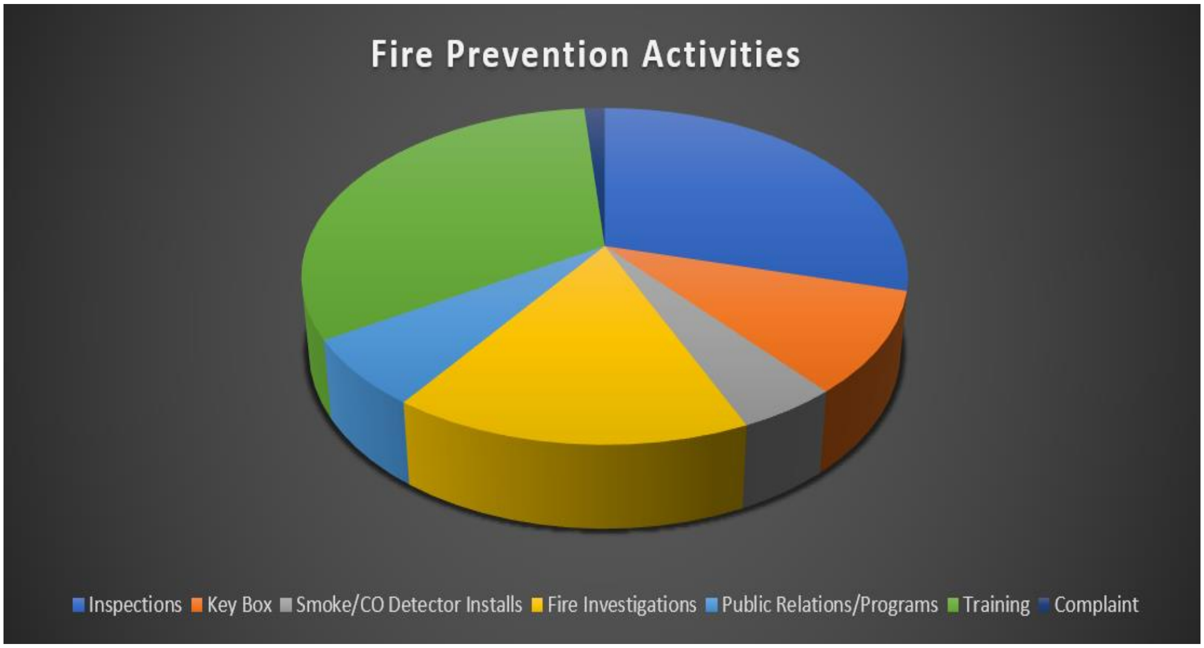
Fire Investigations – 6 Building Fires

Training – Vector Solutions Online Training

Smoke Alarms – 3

Key Boxes – 10

Public Complaint – 1



Fire Training

Officer:

- This month all officers began the process of learning our new reporting system, First Due. The department is transitioning to First Due for incident reporting, asset management, manpower scheduling, pre-incident planning, fire inspections, and events/activities. Officers began watching a series of training videos, as well as entering incident reports in a training setting.

Hazmat Operations Refresher:

- Crews began our annual hazardous materials operations refresher, which included an online course through our learning management software followed by an in-person training session. The in-person session focused on proper selection and use of hazardous materials personal protective equipment, as well as responder decontamination.

EMS:

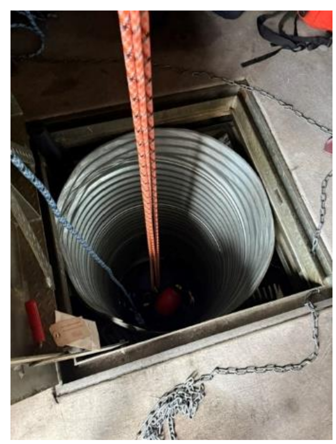
12-lead ECG:

- Crews began in-person training on our new LifePak 35 cardiac monitors. The in-person training, delivered by the manufacturer, is the second step in our upgrade of cardiac monitors, which will allow the department to provide better treatment during cardiac, respiratory, and other medical emergencies. Cardiac monitors are one of the most important tools our firefighters have when responding to EMS calls for assistance.

Public Education

Public Safety Internship Program:

- The department participated in the Jerry Dawson Civic Leadership Institute Public Safety Internship. During the month of June fire department crews worked with 20+ high school students who were part of the program, over two separate Thursdays. The interns participated in training exercises, such as confined space rescue, searches, and firefighting tactics, which gave them an insight into the profession.



Grants

The department completed the application process for two separate FEMA grants. We hope to hear if funds are awarded sometime this fall.

- The Assistance to Firefighters (AFG) grant process is set up to provide equipment to fire departments to increase firefighter safety and operational effectiveness. The department is seeking funds to install diesel exhaust systems in all 7 fire stations.

- The Fire Prevention and Safety (FP&S) grant is set up to increase the effectiveness and efficiency of fire department prevention efforts. The department is seeking funds to purchase a fire safety trailer, supplemented with a comprehensive public outreach program to teach fire safety skills to the public at local events, schools, and neighborhood associations.

Monthly Report on Priorities and Projects
Information Technology Department
Fiscal Year 2026
June
IT Operations

Outages

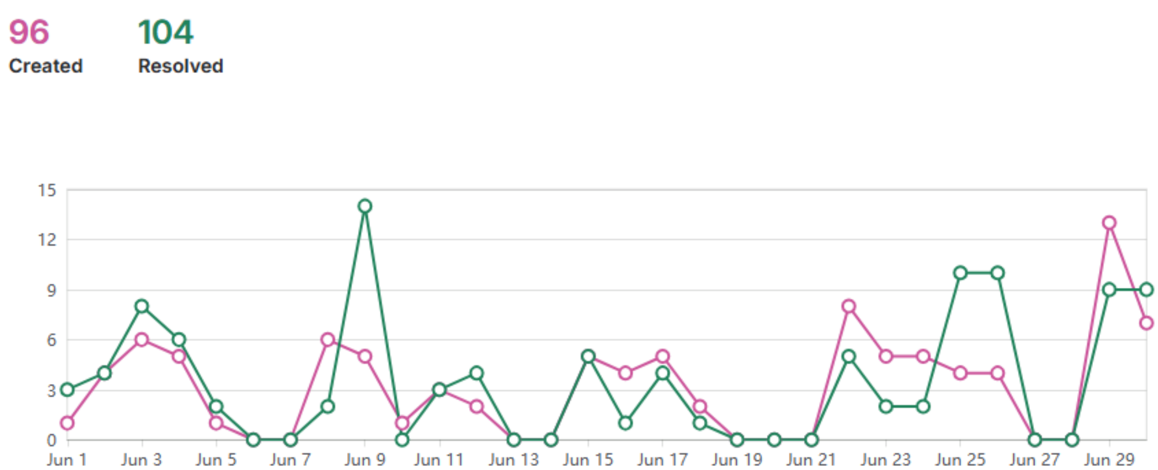
No significant outages occurred during this time frame.

Client Systems

We maintain a generally healthy environment with few exceptions. One exception is that, with the endpoint management system currently installed, we have discovered that our anti-virus signature has multiple versions deployed, and we have scheduled monthly deployments to bring all signature files to a specified baseline.

Modifications were made to a self-signed in-house certificate to enhance the capabilities of our endpoint manager. We've successfully deployed this certificate to our test systems and are working to use Group Policy to modify the registry of all computers within our environment.

Incident and Service Requests



Note: The time scale is grouped by week.

In June, 96 tickets were created, and 104 were resolved, continuing the current trend of backlog elimination. 64 tickets were resolved on the first contract, resulting in a First Call Resolution (FCR) rate of 67%. The current backlog stands at 69, down from the previous month.

In Jira Service Management, we have disabled automatic addition of portal-only customer accounts via email channel; this reduces the number of user accounts in JIRA, improving security. We have also removed portal-only customer accounts for shared mailboxes within our domain; again, this improves security and manageability of JIRA. Administrator approval is now required to add a customer outside our domain, and we have purged the list of administrators. While we continue to work on the workflows, categories, and the implementation of our JIRA instance, we continue to consider if this is, in fact, the right tool for our IT department.

Other items not individually addressed

- Code enforcement application: Continued work on separating Invoicing/Liening of the legacy application to add that functionality to the Debt Collection Application. Also working with finance to ensure that the data transferred is valuable.
- Loading Auxiliary data into the recently acquired asset management system.
- Enterprise ERP upgrades are underway; software has been installed in a test environment, with periodic data syncs being performed.
- Working w/Building Official on record renewal workflows that were not previously in place, monitoring/creating Renewal Campaigns, and fine-tuning Continuance Permit workflows that required creation of new continuance permits to display correct expiration dates once fee is paid
- Begun fielding data updates for emergency services regarding our GIS implementation.
- 12.50 Labor hours for FOIA requests.
- 74 hours and 20 minutes of labor hours applied to management of Deacturil.gov
- The GIS SQL Server was cloned to support testing and repair of existing GIS services.

Projects

Human Resources Information System (HRIS)

The IT Department, along with partners from HR and Finance, has begun developing requirements to submit a Request for Proposal to the market for an HRIS. The current process and system are largely paper-based with several points of manual entry in disparate systems. This increases the risk due to human error.

Process maps for HR and finance business processes expected to be addressed by an HRIS have been completed. These process maps pertain to processes known to have a high likelihood of errors, as they are manual, require dedicated labor hours, or are performed by a single position or person.

Geographic Information System (GIS)

The IT department continues to position our GIS service to increase usability and dependability, and to improve service delivery. Recently, the focus has been on fielding updates to emergency services, updating transportation data for national reporting purposes, and debugging/replacing the current mowing application with a stable build.

Novotx

This is an application that the Public Works department recently received approval to implement in the City's IT Environment, replacing a bespoke application for work order management. After implementation, it will increase oversight and reporting capabilities over city assets.

Implementation has progressed to identifying data from the data transfer and mapping it to the correct mapping layer in the Novotx application. This has also prompted the necessary departments to refine business processes to increase accountability of resources, both labor and material. This is a SaaS application with minimal on-premises IT support required after implementation—no concerns at this time.

SCADA

A system used by the department concerned with water, the SCADA system was operating on an older, unsupported backup solution. The Network Engineer coordinated with the vendor and configured firewall rules to allow management of the VMware host and NAS, as well as access to the Veeam backup solution. We have decommissioned the on-site NAS devices, and all backups are now hosted on the city enterprise solution.

DECATUR ILLINOIS POLICE DEPARTMENT

2026 June Monthly Report

To: Mayor Julie Moore-Wolfe
City Council Members
City Manager Melissa Hon

From: Chief Brad Allen

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	4
Sergeant	19
Patrol Officer	120
TOTAL	**147**

Budgeted (Authorized)	**139 (154)**

Non-deployable: Officers at Academy or in FTO	17
Non-deployable: Officers on other status	7
Retirements/Resignations Expected Next Month	1

Civilian Employee Staffing

Executive Assistant	1
Crime Analyst	2
Records Clerk	2
Records Supervisor	1
Parking Enforcement	2
Digital Forensic Examiner	2
Police Support Officer	2
Police Support Specialist	1
FOIA Specialist	2
TOTAL	**15**

Freedom of Information (FOIA) Requests

Month:	195	**YTD:**	1,380

DECATUR ILLINOIS POLICE DEPARTMENT

2026 June Monthly Report

PATROL DIVISION

Community Engagement	Amount	YTD
Community Meetings	5	40
Directed Patrols	146	685
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0

General Patrol Activity	Amount	YTD
Calls for Service/CAD Incidents	4,597	24,991
Criminal Arrests	377	2,164
Felony Drug Arrests	32	191
Firearms Seized	28	141
Field Interviews	153	915
City Ordinance Arrests	24	102
Unlawful Use of Motor Vehicles	111	616

Traffic Accidents	Amount	YTD
Traffic Accidents	193	1,029
Fatal Accidents	0	3
Personal Injury Accidents	57	233

Traffic Enforcement	Amount	YTD
Traffic Citations	457	2,620
Written Warnings	310	2,071
Parking Citations	257	1,839

Traffic Targeted Enforcement Stats	Amount	YTD
Driving Under the Influence (DUI) Arrests	19	93
DUI's Involving Accidents	5	35
Electronic Communication Device Stops	21	81
Speeding Stops	206	898

DECATUR ILLINOIS POLICE DEPARTMENT

2026 June Monthly Report

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD	Price		Street Value
Cannabis	7,310	grams	12,431	$10	/ gram	$124,310
Cocaine - Powder	60	grams	217	$100	/ gram	$21,700
Cocaine - Crack	16	grams	99	$100	/ gram	$9,920
Heroin	15	grams	33	$300	/ gram	$9,750
Ecstasy	21	hits	24	$20	/ hit	$480
Meth	263	grams	560	$50	/ gram	$28,015
K2/Pills	10	pills	16			

	Amount	YTD
Search Warrants	21	43
Currency Seized	$7,296	$28,719
Firearms Seized	5	43
Vehicles Seized	1	2
Arrests	18	93

Detective Activity

	Amount	YTD
New Cases Assigned	165	895
Closed/Resolved Cases	80	514
Criminal Arrests	52	297
Homicides	0	4
Infant Death Investigations	1	1
Suicide Investigations	0	3
Missing Person Investigations	9	39
Computer/Cell/Tech Exams	100	586

U.S. Marshals Great Lakes Task Force

	Amount	YTD
Felony Arrests	10	63
Misdemeanor Arrests	0	1
TOTAL	**10**	**64**

	Amount	YTD
Sex Offender Registrations	126	719

Public Works Department
Monthly Report
June 2026

Engineering:

Oakland and Grand Sewer Separation Project (Basin 5/6):

Month Activity: The storm sewer installation work continued east side of Rt 48 (Fairview) on Maretta, Hill and Wilder. The work will continue in July.

Project Background: The project was designed by AECOM and advertised by Engineering Staff on December 17, 2024, with bids received February 11, 2025. Entler Excavating of Decatur provided the lowest responsible bid, and the contract was awarded by the City Council on February 18, 2025, pending a loan received by the IEPA. The City received the loan from the IEPA Late March allowing for the project to be awarded to Entler. Work was completed in separate area north of Grand Ave (Basin 6), paving is scheduled for November.

2025 Street Restoration Project:

Month Activity: The milling and overlay of Franklin started in June and is expected to be completed in July.

Project Background: The project was designed and advertised by Engineering Staff on October 1, 2025, with bids received October 22, 2025. Dunn Company provided the lowest responsible bid, and the contract was awarded by City Council on November 3, 2025. Work is expected to start in November.

2025 Trenchless Long Lining Repairs:

Month Activity: The lining started in June and is expected to be completed in July.

Project Background: The project was designed and advertised by Engineering Staff on

November 26, 2025, with bids received December 17, 2025. SAK Construction provided the lowest responsible bid, and the contract was awarded by City Council on January 5, 2026. Work is expected to start in March.

South Taylorville Rd Water Main Replacement:

Month Activity: Watermain installation work started on the south end near Rock Dr in May. Watermain is complete up to Rock Spring Rd. The work will continue in July.

Project Background: The project was designed by Clark Dietz, Inc and advertised by Engineering Staff on February 11, 2026, with bids received March 5, 2026. A&R Servies provided the lowest responsible bid, and the contract was awarded by City Council on March 16, 2026. The work is expected to start in May.

Grand and Condit Stormwater Pump Station Electrical Improvements:

Month Activity: The Contractor provided the shop drawing for review and approval. The equipment is not expected to be delivered until late 2026

Project Background: The project was designed by Clark Dietz, Inc and advertised by Engineering Staff on February 4, 2026, with bids received March 4, 2026. Commercial Electric Inc provided the lowest responsible bid, and the contract was awarded by City Council on March 16, 2026. The start date is currently unknown until the shop drawings for the electrical equipment are approved and the manufacturer provides the estimated ship date. Electrical equipment currently has long lead times.

Northeast Watermain Extension – Boyd Rd to Cundiff:

Month Activity: Work continued with the installation of water main north of Interstate 72. The work will continue in July.

Project Background: The project was designed by Clark Dietz, Inc and advertised by Engineering Staff on February 25, 2026, with bids received March 25, 2026. Burdick provided the lowest responsible bid, and the contract was awarded by City Council on April 6, 2026. The work is expected to start in June.

Galvanized Water Service Line Replacement

Month Activity: The Loan Agreement was provided to the City by the IEPA in late June. The contractor was provided with the notice of award and is preparing the contract and bonds. The work is not expected to start until August.

Project Background: The project was designed by CDM Smith, Inc and advertised by Engineering Staff on February 17, 2026, with bids received March 25, 2026. Burdick provided the lowest responsible bid, and the contract was awarded by City Council pending IEPA loan funding on April 20, 2026.

2026 Local MFT Street Restoration Project:

Month Activity: Work continued on water service renewals and concrete sidewalk repairs on Condit St. Asphalt street repairs are expected to continue in July.

Project Background: The project was designed and advertised by Engineering Staff on February 25, 2026, with bids received March 18, 2026. Dunn Company provided the lowest responsible bid, and the contract was awarded by City Council on April 6, 2026. The work is expected to start in May.

2026 State MFT Street Restoration Project:

Month Activity: The project was designed and advertised by Engineering Staff on May 6, 2026, with bids received May 20, 2026. Dunn Company provided the lowest responsible bid, and the contract was awarded by City Council on June 1, 2026. The work is expected to start in July.

MUNICIPAL SERVICES MONTHLY DATA
JUNE 2026

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	177 patches	87.5	
LS Replacement Asphalt	0 sq yds	0	
Milling / Asphalt	65.40 sq yds	78	
Miscellaneous / Asphalt	0	31	
Pothole Patch / Repair	2488 patches	271.5 Regular / 3 HC	
Street Repair / Asphalt	153.70 sq yds	75	
CONCRETE	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Concrete	0	83 Regular / 5 HC	
SS Utility Cuts / Curb & Gutter	0 linear ft	0	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	0 sq yds	0	
SS Utility Cuts / Sidewalk	0 sq ft	0	
Water Dept Cuts / Curb & Gutter	8 ln ft	17.5	
Water Dept Cuts / Driveway	3.8 sq yds	13.67	
Water Dept Cuts / Pavement	83.70	155.17 Regular / 8 HC	
Water Dept Cuts / Sidewalk	25 sq ft	12.66	
LS Replacement Sidewalk	192 sq ft	50.5	

LS Replacement Pavement	0 sq yds	4.5	
LS Replacement Driveways	1.3 sq yds	11	
LS Replacement Curbs/Gutters	0 ln ft	0	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		219 Regular / 2 OT / 8 HC	
Flowerbed Maintenance		40.5	
Fountain		19	
Sweeping / Downtown Parks		0	
Downtown Parks		44	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Electrical		0	
Re-Lamp Street Lights		0	
Street Light Maintenance		110.5 Regular / 3 OT	
Traffic Signal Repair		174.50 Regular / 60.50 OT / 24 HC	
Warning Siren Maintenance		37 Regular / 1.5 OT / 3 HC	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	95.70%	847.57	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		50.5 Regular / 9.5 HC	
Mowing City Lots		0	
Mowing City Property / ROW		290 Regular / 6.5 HC	
Mowing City Property / State ROW		132.5	

MSC Maintenance		42.5 Regular / 6 HC	
New Tree Care & Maintenance		1	
Pesticide Application		9	
Storm Damage Clean-up		880 Regular / 93.5 OT / 30.5 HC	
Stump Removal	1	4.5	
Tree Removal	142 (inch diameter)	95.5 Regular / 6 HC	
Tree Trimming	31	48.5 Regular / 11.5 HC	
Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		27	
Parking Lots/Garage Maintenance		21	
Parking Meter Collection		5	
Parking Meter Repair		4	
Miscellaneous / Parking		0	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	12,700 linear ft	89	
Catch Basin / Pumped	41	33	
Catch Basin / Repaired	4	22	
Culvert / Installed	48 linear ft	35	
Culvert / Jetted	40 linear ft	7	
Ditch / Cleaning	255 linear ft	22	
Storm Sewer / Jetted	0 linear ft	0	

Storm Sewer / Repaired	4	39	
Sanitary Back-up / Jetted	9,810 linear ft	42 Regular / 38 OT	
Sanitary Manholes / Pumped	3	8	
Sanitary Manholes / Repaired	1	1	
Sanitary Maholes / Adjusted	1	15.5	
Sanitary Sewers / Cleaned	32,387 linear ft	51	
Sanitary Sewers / Jetted	900 linear ft	4	
Sanitary Sewers / Roots	21,120 linear ft	46	
Sanitary Sewers / Repaired	0	0	
Street Cleaning / 3rd Shift	120.1 miles	35	
Street Cleaning / County Roads	6.3 miles	5.5	
Street Cleaning / Neighborhoods	111.4 miles	346	
Street Cleaning / Priorities	108.3 miles	82	
Street Cleaning / State Routes	65 miles	20.5	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	99	7 Regular / 5 HC	
Miscellaneous Traffic Control		36 Regular / 6 HC	
Mowing Entry Signs		0	
Signs / Installed	80	121 Regular / 2 OT / 37 HC	
Signs / Made	61	56.5 Regular / 47 HC	
Signs / Repaired	115	135 Regular / 35 HC	
Striping / Paint	0	1 Regular / 1 HC	

Striping / Tape	0 feet	0	
Symbols / Paint	0	3	
Symbols / Thermoplastic	0	0	
Traffic Control (set up & removal)		65 Regular / 13 HC	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / Clean-Up	108	244 Regular / 1 OT / 65 HC	
72-hour / Travel Time		21	
Home Secures	26	52 Regular / 4 HC	

Water Production Division
Monthly Report
June 2024

DeWitt County Wellfield Improvements: INTERA Inc. drafted the preliminary engineering report last year, and the remaining preliminary design is in progress. This will include conceptual design for an aeration system and pump station that would be needed if a pipeline were installed from the site to provide for industrial growth in the City's Northeast Quadrant. The site has also received a grant from Intel Corporation for a design of a state-of-the art edge computing system which would optimize all factors related to well operation, including groundwater levels, demand, weather, and electrical supply from a solar powered well field. This project will be featured in the WaterSmart Innovations conference held by the American Water Works Association in September 2024.

Lake Decatur Landscape Maintenance: This year's project location will be Route 51 road embankment adjacent to Lake Decatur around the dam. The project went for bid and will be completed for $37,500 by Oak Brothers Tree Care and Removal LLC. The project is to be completed by November 1, 2024.

Lake Decatur Water Level: Lake Decatur ended the month of June at a water level of 614.10, which is the same level as 2023.

Lake Decatur Watershed Management Plan:

- USDA RCPP $9.88M grant completed the 2024 ranking by funding 31 out of 51 applications (60%) and contracts are being signed by farmers to enact those practices in their farming operations.
- 2022 IEPA Section 319 $250K grant is 85% completed.
- 2023 IEPA Section 319 $350K grant application continues to be evaluated by IEPA. A notice of award is anticipated.
- 2024 Section 319 grant application was submitted May 15, 2024, to IEPA.
- Lake Decatur Watershed Farmland Conservation Program has cost shared on 5,800 feet of waterway and starting on a 3.0-acre pond adjacent to the lake in July.
- Staley Basin Watershed Project is designed, and next steps is bidding of the project.

Northwater Consulting continued operating the watershed water quality monitoring network, planning to construct high priority BMPs and operationalizing the Spatial Watershed Assessment and Management Model (SWAMM). City staff continued meeting with farmers and landowners to evaluate erosion and nutrient runoff concerns, design BMPs for this year, manage upcoming projects in the Lake Decatur Watershed Protection Program and review the draft 2023 water quality monitoring report recently completed by Northwater Consulting.

Nelson Park Boat Ramps Preliminary Study: Martin Engineering has submitted completed construction specifications. The City has applied for a Boat Access Area Development Program Grant (BAAD) through the Illinois Department of Natural Resources (IDNR) which we will find out in January of 2025 if awarded. The City will plan to advertise for construction bids next year.

Oakley Sediment Basin Drainage Improvements: Lourash and Mahannah Excavation has started the drainage project and has completed 80% of the project.

South Water Treatment Plant East Clarifiers to Claricones Conversion: Plocher Construction has completed 99% of this project. Completion will occur in mid-2024 due to an extended delivery date for the installation of two valve actuators.

Vulcan Pit, Rhodes Landfill and Source Water Protection Plan: The pipeline project from the existing Vulcan water mine near the sludge lagoons was put out to bid on May 8, 2024, and a pre-bid meeting was held on May 29, 2024. The bidders indicated that additional information about underground conditions would be needed for the specialty drilling contractors to accurately bid the Sangamon River crossing. Accordingly, a geotechnical investigation will be completed during the month of July 2024, and the revised bid opening date is August 28, 2024.

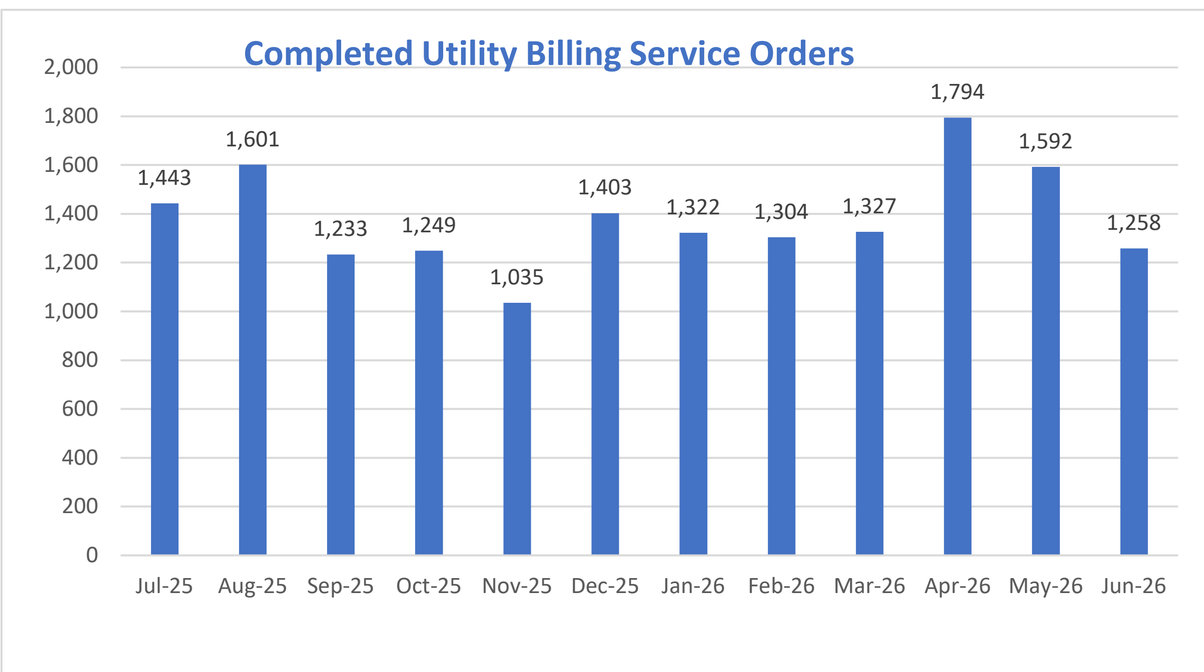
Water Production: Continued assisting with the completion of the South Water Treatment Plant claricone construction project and electrical improvements project design. 619.50 million gallons (MGD) of potable water were pumped into the water distribution system which is in the typical range for the month of June. In June 2022 and June 2023, the production was 609.65 MGD and 624.06, respectively.

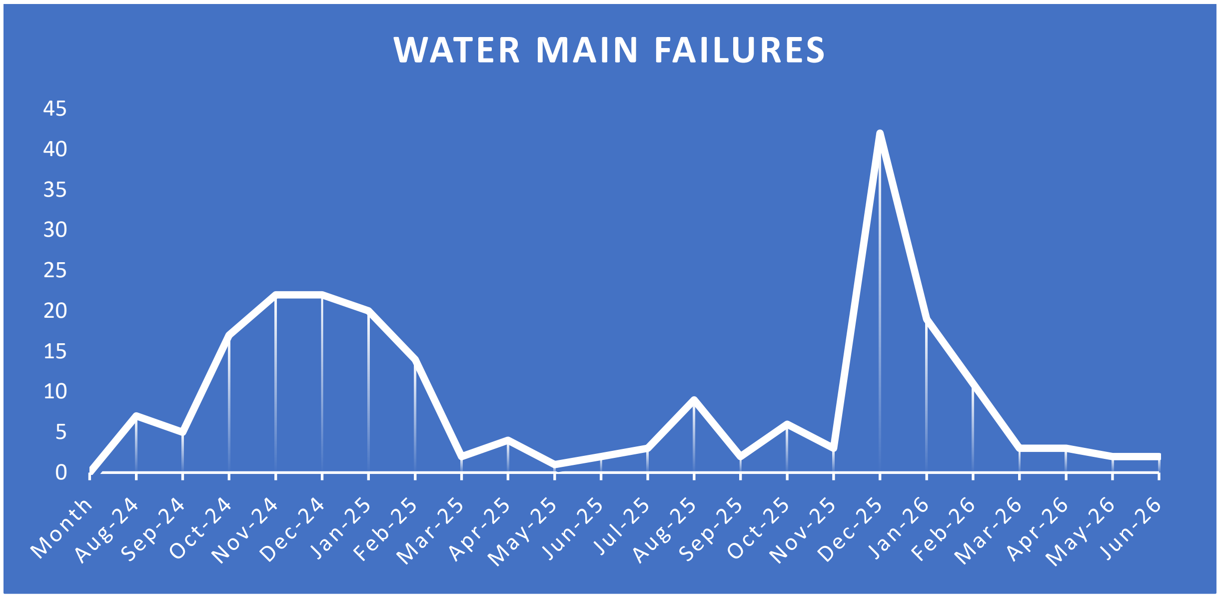
Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All of these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents or OUIs occurred this month.
3. Reduce the amount of sediment accumulating in the lake annually. City staff are reviewing the recently received draft Year 3 Tributary Monitoring Summary from Northwater Consulting which includes sediment accumulation.

June 2026
Water Services:

Water Services staff repaired 2 water main failures, 9 water services, 14 fire hydrants, 1 control valve and inspected 24 system control valves and 3 fire hydrants. Completed 115 miscellaneous distribution system orders and 1,258 Utility Billing service orders. For 2026, water customers utilized the City's Cost Share Replacement Program to assist in the cost for the replacement of 27 galvanized water services.





WATER MAIN FAILURES
45
40
35
30
25
20
15
10
5
0
Month
Aug-24
Sep-24
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Mar-25
Apr-25
May-25
Jun-25
Jul-25
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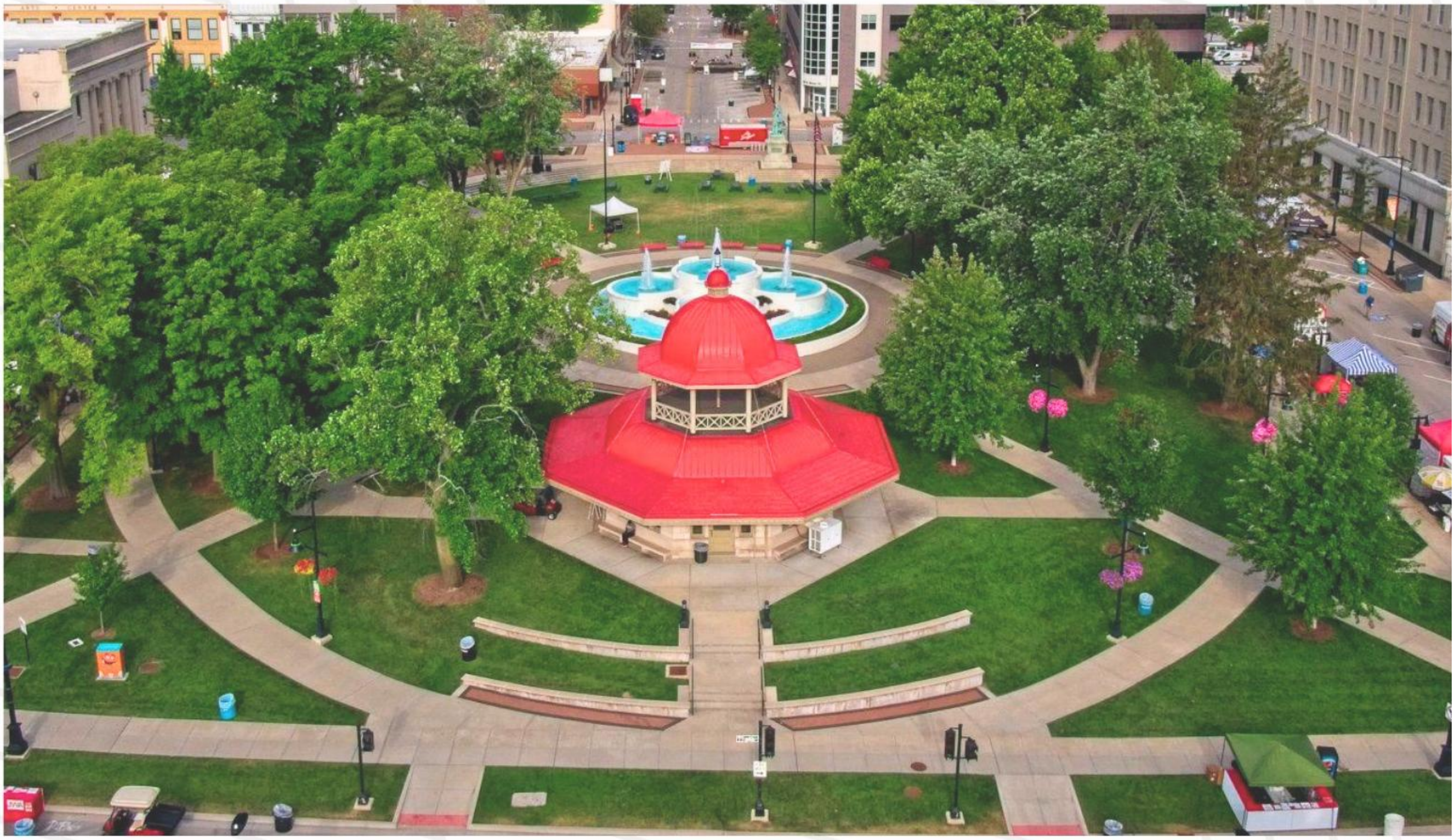
Decatur
ECONOMIC & COMMUNITY DEVELOPMENT



June 2026

Monthly Report

"Positioning Decatur as a premier place to live, work, and do business."

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT MONTHLY REPORT

June 2026

Department Goals

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

Department Mission

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

Department Priorities

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

Decatur
ECONOMIC & COMMUNITY DEVELOPMENT

1 Gary K. Anderson Plaza • Decatur, IL 62523
www.decaturil.gov

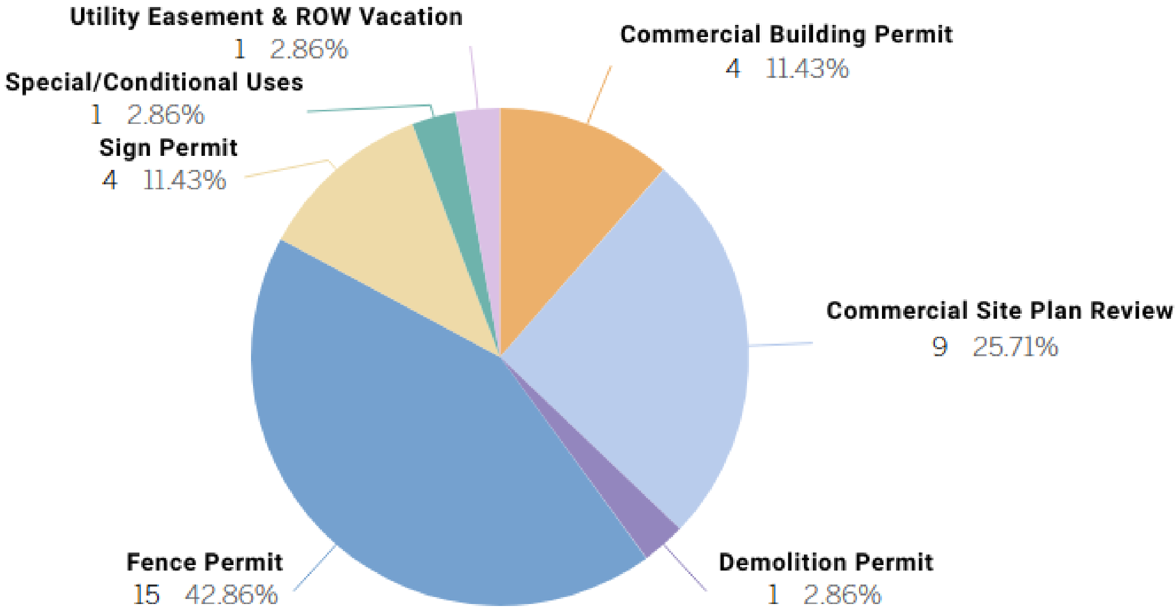
I. PLANNING AND DEVELOPMENT DIVISION

For the month of June, the Planning and Development staff processed and reviewed commercial site plans and various permits for zoning approval.

We have ongoing Economic Development projects both in the planning stage and under way. Some are very large projects that will have a significant positive impact if approved. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments, and have reviewed thirty-five (35) submittals, broken down by review type below:

Planning and Development Division June Activities

Total Activities: 35



II. BUILDING INSPECTIONS DIVISION

In June we issued 219 permits broken down by permit type below. Of those, we had 3 permits with a value of over $250,000. The Division conducted 453 inspections and 15 consultations.

Building and Development Division June Activities

Total Activities: 234

Activity	Count	Total Paid	Total Investment
Boat Dock Permit	1	$0.00	$77,180.00
Commercial Building Permit	8	$7,086.56	$11,080,694.36
Commercial Building Plan Review	4	$0.00	
Commercial Site Plan Review	1	$0.00	
Demolition Permit	5	$828.00	$95,200.00
Electrical Permit	22	$6,829.07	$667,127.65
Fence Permit	13	$850.89	$57,416.25
Mechanical Permit	14	$1,232.17	$138,875.00
Plumbing Permit	23	$1,538.00	$72,573.32
Residential Building Permit	20	$3,719.46	$702,390.55
Roof Permit	57	$6,845.15	$1,065,135.30
Sign Permit	4	$321.55	$27,755.00
Solar Photovoltaic System Permit	45	$10,960.27	$1,530,777.34
Stop Work Order	10	$0.00	
Swimming Pool Permit	5	$400.00	$98,016.00
Temporary Structure/Use Permit	2	$50.00	$84,040.00
Total	**234**	**$40,661.12**	**$15,697,180.77**

Building and Development Division Annual Activities

Total Activities: 1138

Activity	Count	Total Paid	Total Investment
Boat Dock Permit	2	$0.00	$97,180.00
Certificate of Occupancy	12	$0.00	
Commercial Building Permit	44	$240,757.21	$40,630,381.83
Commercial Building Plan Review	19	$0.00	
Commercial Site Plan Review	3	$0.00	
Demolition Permit	58	$5,619.98	$850,643.00
Electrical Permit	109	$19,524.68	$12,197,789.85
Fence Permit	56	$3,472.31	$248,755.44
Fire Protection Systems Permit	8	$14,176.51	$1,907,495.96
Mechanical Permit	105	$19,222.60	$2,692,430.15
Plumbing Permit	142	$15,470.83	$1,246,675.82
Residential Building Permit	110	$19,333.73	$3,597,011.52
Roof Permit	247	$34,087.56	$5,090,150.78
Selective Demolition Permit	5	$600.00	
Sign Permit	19	$4,549.94	$447,019.00
Solar Photovoltaic System Permit	151	$38,609.36	$5,566,962.91
Stop Work Order	32	$0.00	
Swimming Pool Permit	12	$950.00	$159,416.00
Temporary Structure/Use Permit	2	$50.00	$84,040.00
Wheelchair Ramp Permit	2	$50.00	$5,750.00
Total	**1138**	**$416,474.71**	**$74,821,702.26**

III. GRANTS DIVISION

The Grants Division has continued contacting individuals on the roof application list. Due to stringent guidelines through the HRAP program we have had several homes that were not eligible and a homeowner who has decided not to move forward. The homebuyer program is undergoing changes in line with the necessary HOME regulatory updates; therefore it is on hold until our Action Plan is approved. Homes were identified and contacted for the Exterior rehab program.

Other happenings in the division...

- 4 demos have been pre-approved to move forward for SCP grant funding
- Hosted our USDA tree grant manager for an onsite meeting
- Action Plan was submitted for approval
- Weekly meeting for launch of Opengov Grants portal
- Fire applied for the Assistance to Firefighters grant and Fire Prevention & Safety grant
- Applied for SCP round 3 grant
- Posted Housing Rehabilitation Specialist Position

Grants Division Activities

Total Activities: 56

Activity	2026 YTD Completed	In Progress
CDBG Residential Rehab	3	1
HOME Residential Rehab	2	2
CDBG Roof Replacement	12	2
Emergency Program	11	3
Residential Exterior Program	0	3
Business Façade Program	0	6
Homebuyer Assistance Program	0	0
HRAP Roof Program	0	11
Total	**28**	**28**

*In progress is a fluid number. This includes steps for program eligibility.

Current Timeliness Ratio: $933,518.68 (unspent funds)/ $1,313,759 (current allocation) = .71

IV. NEIGHBORHOOD INSPECTIONS DIVISION

Demolitions	YTD Total
Completed	39
Under Contract	14
Out to Bid	0
Total	**53**

*Next demolition bid will be in August.

Complaints	June Total
Online Submissions	67
Phone Calls	301
Total	**368**

Cases Initiated	June Total
72-Hour	125
Housing/Unfit for Habitation	41
Non-Active Garbage Service	11
Nuisance/weeds	562
Secure of Structure	30
Demolition	2
72-Hour	125
Total	**866**

*Non-Active Garbage Service cases are considered nuisance cases when they are forwarded to legal.

Reinspection Visits	June Total
Reinspection visits are performed on new initiated cases and past cases that are not ready for next action (legal/completed)	1409
Total	**1409**

Code Enforcement Case Conclusions	Initiated	Completed by City	Forward to Legal	Abated by Owner	Active
72-Hour	125	24	N/A	101	N/A
Secure of Structure	30	16	N/A	14	N/A
Housing/Unfit for Habitation	38	N/A	16	N/A	61
Nuisance	167	N/A	50	117	N/A
Total	**360**	**40**	**66**	**218**	**61**

*Active housing cases that have been initiated and not forwarded to legal are housing type of cases where the grace period has not passed prior to 4/30/2026 or are housing cases where the inspectors have been contacted by owner with a plan to repair and we have given them time abate violations.

V. TRANSIT DIVISION

Mass Transit Program

For the month of June, the Mass Transit staff completed the following projects:

1. Extended the Contract with MV Transportation
2. Continued the process for EV Charger reimbursement
3. Working with IDOT on the High Speed Rail Feasibility Grant Award Execution
4. The old Tommy House Tire Demo began.

Our ridership for the month consisted of the following:

	Passenger Rides	Miles Driven	On-Time Performance	Train Delays
Ridership (Mon-Sun)				
Fixed Route	72,214	99,366	88%	5
Paratransit	2,356	11,614	92%	2
Microtransit	9,651	60,829	94%	4
Total	**84,221**	**171,809**	**N/A**	**11**

Facilities Maintenance Program

The Maintenance Manager has developed individualized building inspection reports for each facility based on the model that transit uses for the FTA requirements. Each City building will receive Quarterly inspections-these inspections will aid in long term capital planning and maintenance costs.

1. Transit Facilities: Monthly maintenance inspection completed and minor repairs made.
2. Library Facilities: Monthly maintenance inspection completed and minor repairs made.
3. Police Facilities: Monthly maintenance inspection completed and minor repairs made.
4. MSC: Ongoing minor repairs, Waiting for manufacturers inspection for the roof.
5. Fire Department: Ongoing repairs and projects across all fire stations.

Transit Maintenance & Electric Vehicle (EV) Program

For the month of June, the Maintenance staff completed the following projects:

1. Continued success with the Public EV chargers
2. All Service intervals met.